



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

**MONDAY, AUGUST 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** David Israel, President, United Hebrew 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 July 22, 2024, as distributed.*

J1 City Council Minutes 07/22/2024

**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 05/08/2024

L2 Minutes of the Planning and Zoning Commission Regular Meeting for 06/12/2024



## **M. RESOLUTIONS**

- M1 A Resolution awarding a construction contract in the amount of \$264,735.45 to Tony J Beltramo & Sons, Inc., for Project No. 24-097, Asphalt Improvements - Cambridge Avenue and Amherst Avenue, setting forth \$53,000 for contingencies, and authorizing the Purchasing Agent to execute same
- M2 A Resolution authorizing payment of two hundred and fifty-five thousand dollars (\$255,000) from Project No. CI-2113 - American Rescue Plan Act, for the purposes of acquiring the mandatory railroad permits needed to complete the installation of fiber-optic cable network infrastructure for the new fire stations and wastewater treatment facility, as authorized by Section 603 (a) of the American Rescue Plan Act and U.S. Treasury Final Rule 31 CFR 35
- M3 A Resolution awarding a construction contract in the amount of \$130,914 to Cedar Ridge Landscape, Inc., for Project No. 24-005, Concrete Improvements - Elmwood Golf Course and Cart Path, setting forth \$19,637.10 for contingencies, and authorizing the Purchasing Agent to execute same
- M4 A Resolution approving Contract Amendment No. 1 in the amount of \$55,032.44 to A5 Construction, LLC., for Project No. 24-003, Concrete Improvements – Cheyenne Avenue (19th to 29th), and authorizing the Purchasing Agent to execute same
- M5 A Resolution approving Contract Amendment No. 1 in the amount of \$36,309.50 to Baha Construction, Inc., for Project No. 23-122, Fire Station #5 – Truck Bay Concrete Replacement, and authorizing the Purchasing Agent to execute same
- M6 A Resolution ratifying an emergency construction contract in the amount of \$3,354.06 with K.R. Swerdfeger Construction, Inc. for emergency sanitary sewer point repair at 5824 Mark Twain Ln, for Project No. 20-059 (WWAN03) and approving the Purchasing Agent's execution of the same.
- M7 A Resolution awarding a construction contract in the amount of \$232,337.20 to Martin Marietta, for Project No. 24-066, Asphalt Improvements - Granada Boulevard, setting forth \$40,000 for contingencies, and authorizing the Purchasing Agent to execute same
- M8 A Resolution authorizing the issuance of a revocable permit (REV-24-16) to American Legion 2 for the closure of the 700 block of West 9th Street between Craig Street and West Street to host their car/bike show on August 17, 2024, from 6:00 a.m. to 3:00 p.m.
- M9 A Resolution authorizing the issuance of a revocable permit (REV-24-21) to Pueblo Community College for the use of the public right-of-way along Orman Avenue between Arthur Street and Marilyn Place to host its annual Welcome Back to Campus Celebration on Monday, August 19, 2024
- M10 A Resolution ratifying PACOG's joint appointment of Daniel Henderson to the Electrical Board of Appeals - Engineer position
- M11 A Resolution ratifying PACOG's joint appointment of John Chrisman to the Plumbing Board of Appeals - Engineer position
- M12 A Resolution ratifying PACOG's joint appointment of Kennedy Pugh and Claire Schad to the Pueblo Human Relations Commission - Joint Appointments
- M13 A Resolution confirming the appointment by the Mayor of Thomas Carrigan, Alyssa Vargas-Lopez, and Shawn Vecellio to serve a three-year term expiring August 31, 2027, on the El Centro del Quinto Sol Board of Directors
- M14 A Resolution confirming the appointment by the Mayor of Erik Segall and Jennifer Horn to

complete a three-year term expiring December 31, 2024 on the Pueblo Human Relations Commission - City Appointments

- M15 A Resolution setting the date, time and place for the hearing on any objections to an abatement assessment as September 13, 2024 at 9:00 a.m. in City Council Chambers and directing the Mayor to appoint a hearings officer
- M16 A Resolution establishing a Planning Committee for Phase III improvements of the Pueblo Professional Bull Riders University and Heritage of Heroes Project – Aquatics Center and Water Park
- M17 A Resolution amending Resolution No. 15637 to update the finance account numbers assigned to the projects to construct Fire Stations 6, 8, and 11; and to procure new fire apparatus

## **N. ORDINANCES – FIRST PRESENTATION**

- N1 An Ordinance approving and accepting a Grant Agreement for the City of Pueblo from the State of Colorado Department of Public Safety, Division of Criminal Justice for the Better LED and Solar Spaces Project, authorizing the Mayor to execute the same, establishing Project Number CI2445, and budgeting and appropriating funds in the amount of \$853,413 to Project Number CI2445
- N2 An Ordinance approving and accepting Airport Improvement Program (AIP) Grant Agreement No. 3-08-0046-050-2024 from the United States of America acting through the Federal Aviation Administration for funds in the amount of \$253,073 for costs related to the Rehabilitation of East (North) Apron (Design) at the Pueblo Memorial Airport, budgeting and appropriating \$253,073 to project AP2401 – East Apron (N) Taxilane Rehab, and authorizing the Mayor to execute same
- N3 An Ordinance transferring, budgeting, and appropriating reimbursement proceeds in the amount of \$7,526.70 into the Airport Operating Budget Account No. 54070100-56012 - repair and maintenance supplies
- N4 An Ordinance approving and ratifying a Supplemental Environmental Project Agreement and approving a modification to said agreement between the City of Pueblo, a Colorado Municipal Corporation, and the Colorado Department of Public Health and Environment for the purpose of developing a Household Hazardous Waste program; authorizing the Mayor to execute the modification; accepting funds in the amount of \$378,880.00 from the Colorado Department of Public Health and Environment; and budgeting and appropriating said funds into Project Account No. PL2302 - Household Hazardous Waste Program
- N5 An Ordinance 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: BRO M086-104 (26412) Pueblo 18th Street Bridge Rehab, accepting a grant in the amount of \$448,000.00, establishing Project Account CI2446, 18th Street Rehabilitation, transferring \$112,000.00 from Project Account HUAN01, Street Resurfacing Project to Project Account CI2446, 18th Street Bridge Rehabilitation Project, budgeting and appropriating funds in the amount of \$560,000, and authorizing the Mayor to execute same
- N6 An Ordinance approving and accepting a donation of funds in the amount of \$2,000.00 for deposit into the City's General Fund from the Beulah Historical Society to the City of Pueblo, to offset costs incurred for the fabrication and installation of highway memorial signs on Colorado State Highway 78 honoring PFC Mike Hanratty
- N7 An Ordinance approving a maintenance IGA between the City of Pueblo, a Colorado Municipal Corporation; Pueblo County, a political subdivision of the State of Colorado; and

the State of Colorado by and through the Colorado Department of Transportation related to the maintenance of installed roadway improvements along the Medal of Honor Boulevard corridor, and authorizing the Mayor to execute said agreement

- N8 An Ordinance approving an intergovernmental agreement between the City of Pueblo, and Custer County relating to mutual aid in the provisions of the Fire Protection and other emergency services, and authorizing the Mayor to execute the same
- N9 An Ordinance approving and accepting a grant funding agreement and all applicable conditions pertaining thereto from the Colorado Auto Theft Prevention Authority ("CATPA") relating to the Beat Auto Theft Through Law Enforcement ("BATTLE") Team, establishing Project No. PS2405, budgeting and appropriating funds to project number PS2405, and authorizing the Mayor to execute same
- N10 An Ordinance approving and authorizing the Mayor to sign a Facility Use Agreement between the City of Pueblo, a Colorado Municipal Corporation, and the Pueblo City-County Library District, A Nonprofit Entity, for use of Certain Park Premises
- N11 An Ordinance approving Amendment No. 1 to the professional services agreement between the City of Pueblo and Gruen Gruen + Associates, LLC, a Limited Liability Corporation in the state of Illinois, in the amount of \$19,000 with \$1,610 in contingencies to update the Strategic Housing Assessment completed in September of 2021
- N12 An Ordinance submitting to the eligible electors of the City of Pueblo, Colorado at the Special Municipal Election to be held on November 5, 2024, proposed amendments to Sections 4-2, 17-2, 17-5, 17-6, 17-8, 17-9, and 17-10 of the Charter of the City of Pueblo and fixing the ballot title therefor
- N13 An Ordinance submitting to the eligible electors of the City of Pueblo, Colorado at the Special Municipal Election to be held on November 5, 2024, proposed amendments to Sections 1-5, 2-6, 2-10, 3-9, 3-18, 3-19, 3-20, 3-21, 6-1, 7-28, 8-12, and 15-6 of the Charter of the City of Pueblo and fixing the ballot title therefor
- N14 An Ordinance amending Chapters 1 and 5 of Title IX of the Pueblo Municipal Code to update and revise the business licensing application and appeal process, amend the lodging facility licensing requirements, and provide penalties for violation thereof
- N15 An Ordinance amending Chapter 6 of Title XVI of the Pueblo Municipal Code relating to and increasing sewer user charges.
- N16 An Ordinance approving an engagement agreement with Koncilja Energy Law and Policy for representation in Public Utilities Commission proceeding No. 24AL-0275E, approving the corresponding Joint Interest Agreement, and authorizing the Mayor to execute the 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 August 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 Chamber of Commerce in the amount of \$2,500 to sponsor the 4th Annual Pueblo Chile Festival Balloon Fest on September 20–22, 2024

- Q2 A Resolution authorizing payment from the Council Contingencies account in the 2024 general fund budget to La Raza Services, Inc., DBA Servicios de La Raza in the amount of \$2,000 to sponsor the 3rd Annual Children's Day on Friday, May 17, 2024

## **R. ORDINANCES – FINAL PRESENTATION**

- R1 An Ordinance creating and reserving Sections 7-3-52 through 7-3-61 for future additions to the Pueblo Municipal Code and creating a new Article V containing Sections 7-3-62 through 7-3-72 of Chapter 3 of Title VII of the Pueblo Municipal Code regulating the use and management of shopping carts within the City - *Introduced July 22, 2024 by Councilor Regina Maestri*
- R2 An Ordinance approving three Main Extension Agreements between the City of Pueblo, a Colorado Municipal Corporation, and the Board of Water Works of Pueblo, Colorado related to the extension of water mains to serve the City's three new fire stations, and authorizing the Mayor to execute said agreements - *Introduced July 22, 2024 by Councilor Regina Maestri*
- R3 An Ordinance approving a memorandum of agreement and easement agreement by and between the State of Colorado, acting by and through the Colorado State Fair Authority, and the City of Pueblo, a Colorado Municipal Corporation, relating to reconstruction and maintenance of the ADA ramp and improvements at Mesa Avenue and Prairie Avenue and authorizing execution thereof by the Mayor - *Introduced July 22, 2024 by Councilor Regina Maestri*
- R4 An Ordinance vacating a portion of Mechanic Street and Richmond Avenue and portions of a 20-foot alley in the Central Pueblo Subdivision generally located west of Santa Fe Drive and at the intersection of Mechanic Street and Richmond Avenue - *Introduced July 22, 2024 by Councilor Regina Maestri*
- R5 An Ordinance approving the Historic Arkansas Riverwalk Project, Filing No. 4 Subdivision - *Introduced July 22, 2024 by Councilor Regina Maestri*
- R6 An Ordinance approving and adopting the City of Pueblo's 2024-2025 Action Plan for the Community Development Block Grant (CDBG) and the Home Investment Partnership Act Grant (HOME), authorizing the Mayor of the City of Pueblo to submit the application together with all required and necessary certifications, assurances, and documentation to the U.S. Department of Housing and Urban Development, and appropriating and budgeting CDBG and HOME funds therefore - *Introduced July 22, 2024 by Councilor Regina Maestri*
- R7 An Ordinance authorizing assignment of a Private Activity Bond Allocation from the City of Pueblo to the Colorado Housing and Finance Authority pursuant to the Colorado Private Activity Bond Ceiling Allocation Act - *Introduced July 22, 2024 by Councilor Regina Maestri*
- R8 An Ordinance approving and accepting a Colorado Resource For Emergency And Trauma Education (CREATE) Grant establishing Project No. PS2407 for Emergency And Trauma Education Grant, and budgeting and appropriating grant funds in the amount of \$25,000, which includes a ten percent cost match of \$2,500 for the purposes authorized by the grant agreement - *Introduced July 22, 2024 by Councilor Regina Maestri*
- R9 An Ordinance approving and accepting a grant agreement and applicable conditions pertaining thereto with the State of Colorado Department of Law Peace Officer Standards and Training (POST), establishing project number PS2406, budgeting and appropriating funds into project PS2406, authorizing Mayor Graham to execute same and ratifying her signature thereto - *Introduced July 22, 2024 by Councilor Regina Maestri*
- R10 An Ordinance approving and authorizing the Mayor to execute an Intergovernmental

Agreement between the City of Pueblo, a Colorado Municipal Corporation and the County of Pueblo, a political subdivision of the State of Colorado, relating to the 2024 Special Municipal Election - *Introduced July 22, 2024 by Councilor Regina Maestri*

R11 An Ordinance submitting to the eligible electors of the City of Pueblo, Colorado at the special municipal election to be held on November 5, 2024, a proposed amendment to Sections 3-5 and 5-2 of the Charter of the City of Pueblo setting the maximum penalty for violation of the Charter and Pueblo Municipal Code and fixing the ballot title therefor - *Introduced July 22, 2024 by Councilor Regina Maestri*

R12 An Ordinance submitting to the eligible electors of the City of Pueblo, Colorado at the Special Municipal Election to be held on November 5, 2024, A proposed amendment to Article 19 – recall of elected officers, of the Charter of the City of Pueblo and fixing the ballot title therefor - *Introduced July 22, 2024 by Councilor Regina Maestri*

## **S. COUNCIL MEMBER CONFLICT OF INTEREST**

*Councilor Regina Maestri may ask to be excused from the meeting due to a conflict of interest with agenda item numbers S-1, T-1, and T-2.*

S1 A Resolution approving Contract Amendment No. 1 in the amount of \$348,291.26 to Pashco Roofing, Inc. dba Colorado Front Range Roofing, for Project No. 23-100R, Roof Replacement – Streets Maintenance Facility Rebid, and authorizing the Purchasing Agent to execute same

## **T. COMMUNICATIONS**

T1 A Citizen filed an Ethics Complaint against Councilor Regina Maestri

T2 A Citizen filed an Ethics Complaint against Councilor Regina Maestri

## **U. ADJOURN**



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

**A. CALL TO ORDER**

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

**B. INVOCATION**

**C. PLEDGE OF ALLEGIANCE**

**D. ROLL CALL**

**Council Members Present:** Mark Aliff, Brett Boston, Dennis Flores, Roger Gomez, Joe Latino, Regina Maestri.

**Council Members Present via Zoom:** None.

**Council Members Absent:** Sarah Martinez.

**Administrative Staff Members Present:** Mayor Heather Graham, Chief of Staff Brian McCain, City Attorney Carla Sikes, City Clerk Marisa Stoller.

**E. SPECIAL RECOGNITIONS**

**E1 PROCLAMATION PRESENTATION: "CHRIS HARNER DAY - TUESDAY, JULY 23, 2024", DEPUTY FIRE CHIEF CHRIS HARNER**

**E2 RECOGNITION PRESENTATION: "2024-25 COLORADO STATE FAIR FIESTA QUEEN AND COURT" - KARINA RUIZ SALCIDO, BRIELLE BACA, ALEAH CRUZ, DULCE VALENZUELA, ALONDRA SOLIS AYALA**

**F. PUBLIC FORUM**

- Elvis Martinez - City Council/Ballot Measures
- Ron Peti - Mayor/Police
- Dianne Danti - BHE Protest
- Kathy Nicolls - City Culture
- Dave DeCenzo - Black Hills Costs

- Rob Grinstead - Homeless Hydration

## **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 Boston, moved to move item M13 to the regular agenda, to remove items N12 and N14 from the agenda, and approve the agenda as amended.

Roll Call - **Ayes:** President Aliff, Councilor Boston, Councilor Flores, Councilor Gomez, Councilor Latino, Councilor Maestri. **Nays:** None. Motion 6-0.

## **J. READING AND APPROVAL OF MINUTES**

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

Roll Call - **Ayes:** President Aliff, Councilor Boston, Councilor Flores, Councilor Gomez, Councilor Latino, Councilor Maestri. **Nays:** None. Motion Passed 6-0.

## **J1 CITY COUNCIL MINUTES 070824**

## **K. CONSENT AGENDA**

City Clerk Marisa Stoller read the consent agenda into the record.

## **L. COMMUNICATIONS**

## **M. RESOLUTIONS**

**M1 A RESOLUTION AWARDED A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$2,034,976.00 TO RUSS GRADING AND EXCAVATING LLC AND SETTING FORTH \$406,995.00 FOR CONTINGENCIES, FOR PROJECT NO. 24-082 (WWAN01) 2024 SMALL MAIN REMOVE AND REPLACE PROJECT AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE THE SAME.**

This Resolution was assigned as 15688.

**M2 A RESOLUTION AWARDED A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$376,593.75 TO NUNEZ CONSTRUCTION, INC. FOR PROJECT NO. 24-068, CONCRETE IMPROVEMENTS - WEST 29TH STREET PHASE 2 (HIGH STREET TO WILLS BOULEVARD), SETTING FORTH \$78,406.25 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME**

This Resolution was assigned as 15689.

**M3 A RESOLUTION AWARDED AN AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES IN THE AMOUNT OF \$152,385.00 TO DIBBLE &**

**ASSOCIATES CONSULTING ENGINEERS, INC., AN ARIZONA CORPORATION, FOR PROJECT NO. 24-039 DESIGN OF WESTSIDE TRAIL (WILDHORSE TRAIL) AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME**

This Resolution was assigned as 15690.

- M4 A RESOLUTION RATIFYING AN EMERGENCY CONSTRUCTION CONTRACT IN THE AMOUNT OF \$134,346.49 WITH PARKER EXCAVATING, INC. FOR EMERGENCY SANITARY SEWER POINT REPAIR AT 206 BROADWAY AVE, PROJECT NO. 20-059 (WWAN03) AND APPROVING THE PURCHASING AGENT'S EXECUTION OF THE SAME.**

This Resolution was assigned as 15691.

- M5 A RESOLUTION RATIFYING AN EMERGENCY CONSTRUCTION CONTRACT IN THE AMOUNT OF \$25,831.13 WITH K.R. SWERDFEGER CONSTRUCTION, INC. FOR EMERGENCY SANITARY SEWER POINT REPAIR AT 1001 LAKE AVE, FOR PROJECT NO. 20-059 (WWAN03) AND APPROVING THE PURCHASING AGENT'S EXECUTION OF THE SAME.**

This Resolution was assigned as 15692.

- M6 A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$19,171.80 TO BALANCE CONCRETE, LLC. FOR PROJECT NO. 24-089, CONCRETE IMPROVEMENTS - CAMBRIDGE AVENUE AND AMHERST AVENUE, SETTING FORTH \$5,000 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME**

This Resolution was assigned as 15693.

- M7 A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$19,119.00 TO BALANCE CONCRETE, LLC., FOR PROJECT NO. 24-090, CONCRETE IMPROVEMENTS - MASSARI ROAD AND HAMPTON LANE AND COURT, SETTING FORTH \$5,000 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME**

This Resolution was assigned as 15694.

- M8 A RESOLUTION RATIFYING PACOG'S JOINT REAPPOINTMENT OF DENNIS MARONEY TO THE PUEBLO CONSERVANCY DISTRICT**

This Resolution was assigned as 15695.

- M9 A RESOLUTION RATIFYING PACOG'S JOINT APPOINTMENT OF JASON OLDS TO THE ELECTRICAL BOARD OF APPEALS - JOURNEYMAN POSITION**

This Resolution was assigned as 15696.

- M10 A RESOLUTION RATIFYING PACOG'S JOINT REAPPOINTMENT OF PATRICK GRUBB TO TO THE MECHANICAL BOARD OF APPEALS - JOURNEYMAN POSITION**

This Resolution was assigned as 15697.

- M11 A RESOLUTION AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT**



**(REV-24-15) TO THE DIOCESE OF PUEBLO FOR THE USE OF THE PUBLIC RIGHT-OF-WAY ALONG CLARK STREET FROM B STREET TO THE SOUTHERN TERMINUS ADJACENT TO THE ARKANSAS RIVER LEVEE FOR THE PURPOSE OF HOSTING OUR LADY OF MOUNT CARMEL'S ANNUAL FESTIVAL AND PROCESSION FROM JULY 13, 2024, AT 8:00 A.M., THROUGH JULY 15, 2024, AT 5:00 P.M.**

This Resolution was assigned as 15698.

**M12 A RESOLUTION ADOPTING NEW POLICIES AND PROCEDURES FOR RESEARCH, RETRIEVAL, AND COPYING OF PUBLIC RECORDS AND CRIMINAL JUSTICE RECORDS**

This Resolution was assigned as 15699.

**M13 A RESOLUTION IN OPPOSITION TO BLACK HILLS COLORADO ELECTRIC, LLC'S REQUEST BEFORE THE COLORADO PUBLIC UTILITIES COMMISSION TO RAISE ELECTRICAL RATES WITHIN THE CITY OF PUEBLO**

This item was moved to the regular agenda.

A staff report and detailed review of the Resolution was given by Harley Gifford, Deputy City Attorney.

Councilor Boston, seconded by Councilor Gomez, moved to approve the Resolution.

Roll Call - **Ayes:** President Aliff, Councilor Boston, Councilor Flores, Councilor Gomez, Councilor Latino, Councilor Maestri. **Nays:** None. Motion Passed 6-0.

This Resolution was assigned as 15700.

**N. ORDINANCES – FIRST PRESENTATION**

**N1 AN ORDINANCE APPROVING THREE MAIN EXTENSION AGREEMENTS BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE BOARD OF WATER WORKS OF PUEBLO, COLORADO RELATED TO THE EXTENSION OF WATER MAINS TO SERVE THE CITY'S THREE NEW FIRE STATIONS, AND AUTHORIZING THE MAYOR TO EXECUTE SAID AGREEMENTS**

**N2 AN ORDINANCE APPROVING A MEMORANDUM OF AGREEMENT AND EASEMENT AGREEMENT BY AND BETWEEN THE STATE OF COLORADO, ACTING BY AND THROUGH THE COLORADO STATE FAIR AUTHORITY, AND THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, RELATING TO RECONSTRUCTION AND MAINTENANCE OF THE ADA RAMP AND IMPROVEMENTS AT MESA AVENUE AND PRAIRIE AVENUE AND AUTHORIZING EXECUTION THEREOF BY THE MAYOR**

**N3 AN ORDINANCE VACATING A PORTION OF MECHANIC STREET AND RICHMOND AVENUE AND PORTIONS OF A 20-FOOT ALLEY IN THE CENTRAL PUEBLO SUBDIVISION GENERALLY LOCATED WEST OF SANTA FE DRIVE AND AT THE INTERSECTION OF MECHANIC STREET AND**

**RICHMOND AVENUE**

- N4 AN ORDINANCE APPROVING THE HISTORIC ARKANSAS RIVERWALK PROJECT, FILING NO. 4 SUBDIVISION**
- N5 AN ORDINANCE APPROVING AND ADOPTING THE CITY OF PUEBLO'S 2024-2025 ACTION PLAN FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AND THE HOME INVESTMENT PARTNERSHIP ACT GRANT (HOME), AUTHORIZING THE MAYOR OF THE CITY OF PUEBLO TO SUBMIT THE APPLICATION TOGETHER WITH ALL REQUIRED AND NECESSARY CERTIFICATIONS, ASSURANCES, AND DOCUMENTATION TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT, AND APPROPRIATING AND BUDGETING CDBG AND HOME FUNDS THEREFORE**
- N6 AN ORDINANCE AUTHORIZING ASSIGNMENT OF A PRIVATE ACTIVITY BOND ALLOCATION FROM THE CITY OF PUEBLO TO THE COLORADO HOUSING AND FINANCE AUTHORITY PURSUANT TO THE COLORADO PRIVATE ACTIVITY BOND CEILING ALLOCATION ACT**
- N7 AN ORDINANCE APPROVING AND ACCEPTING A COLORADO RESOURCE FOR EMERGENCY AND TRAUMA EDUCATION (CREATE) GRANT ESTABLISHING PROJECT NO. PS2407 FOR EMERGENCY AND TRAUMA EDUCATION GRANT, AND BUDGETING AND APPROPRIATING GRANT FUNDS IN THE AMOUNT OF \$25,000, WHICH INCLUDES A TEN PERCENT COST MATCH OF \$2,500 FOR THE PURPOSES AUTHORIZED BY THE GRANT AGREEMENT**
- N8 AN ORDINANCE AMENDING CHAPTERS 1 AND 5 OF TITLE IX OF THE PUEBLO MUNICIPAL CODE TO UPDATE AND REVISE THE BUSINESS LICENSING APPLICATION AND APPEAL PROCESS, AMEND THE LODGING FACILITY LICENSING REQUIREMENTS, AND PROVIDE PENALTIES FOR VIOLATION THEREOF**
- N9 AN ORDINANCE APPROVING AND ACCEPTING A GRANT AGREEMENT AND APPLICABLE CONDITIONS PERTAINING THERETO WITH THE STATE OF COLORADO DEPARTMENT OF LAW PEACE OFFICER STANDARDS AND TRAINING (POST), ESTABLISHING PROJECT NUMBER PS2406, BUDGETING AND APPROPRIATING FUNDS INTO PROJECT PS2406, AUTHORIZING MAYOR GRAHAM TO EXECUTE SAME AND RATIFYING HER SIGNATURE THERETO**
- N10 AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF PUEBLO,**

**A COLORADO MUNICIPAL CORPORATION AND THE COUNTY OF PUEBLO,  
A POLITICAL SUBDIVISION OF THE STATE OF COLORADO, RELATING TO  
THE 2024 SPECIAL MUNICIPAL ELECTION**

**N11 AN ORDINANCE SUBMITTING TO THE ELIGIBLE ELECTORS OF THE CITY OF PUEBLO, COLORADO AT THE SPECIAL MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 5, 2024, A PROPOSED AMENDMENT TO SECTIONS 3-5 AND 5-2 OF THE CHARTER OF THE CITY OF PUEBLO SETTING THE MAXIMUM PENALTY FOR VIOLATION OF THE CHARTER AND PUEBLO MUNICIPAL CODE AND FIXING THE BALLOT TITLE THEREFOR**

**N12 AN ORDINANCE SUBMITTING TO THE ELIGIBLE ELECTORS OF THE CITY OF PUEBLO, COLORADO AT THE SPECIAL MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 5, 2024, PROPOSED AMENDMENTS TO SECTIONS 1-5, 2-6, 2-10, 3-9, 3-18, 3-19, 3-20, 3-21, 6-1, 7-28, 8-12, 15-6, 17-6, 17-8, 17-9 AND 17-10 OF THE CHARTER OF THE CITY OF PUEBLO AND FIXING THE BALLOT TITLE THEREFOR**

This item was removed from the agenda.

**N13 AN ORDINANCE SUBMITTING TO THE ELIGIBLE ELECTORS OF THE CITY OF PUEBLO, COLORADO AT THE SPECIAL MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 5, 2024, A PROPOSED AMENDMENT TO ARTICLE 19 – RECALL OF ELECTED OFFICERS, OF THE CHARTER OF THE CITY OF PUEBLO AND FIXING THE BALLOT TITLE THEREFOR**

**N14 AN ORDINANCE SUBMITTING TO THE ELIGIBLE ELECTORS OF THE CITY OF PUEBLO, COLORADO AT THE SPECIAL MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 5, 2024, PROPOSED AMENDMENTS TO SECTIONS 4-2, 17-2, 17-4, AND 17-5 OF THE CHARTER OF THE CITY OF PUEBLO AND FIXING THE BALLOT TITLE THEREFOR**

This item was removed from the agenda.

**O. APPROVAL OF CONSENT AGENDA**

**P. REGULAR AGENDA**

**Q. RESOLUTIONS**

**Q1 A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2024 GENERAL FUND BUDGET TO GENEALOGICAL SOCIETY OF HISPANIC AMERICA DBA FRAY ANGELICO CHAVEZ CHAPTER IN THE AMOUNT OF \$2,000 TO SPONSOR THE ANNUAL CONFERENCE ON SEPTEMBER 27-29, 2024 AT COLORADO STATE UNIVERSITY PUEBLO**

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

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

Roll Call - **Ayes:** President Aliff, Councilor Boston, Councilor Flores, Councilor Maestri. **Nays:** Councilor Gomez, Councilor Latino. Motion Passed 4-2.

This Resolution was assigned as 15701.

**Q2 A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2024 GENERAL FUND BUDGET TO BENEVOLENT ENDOWMENT FUND OF PUEBLO ELKS LODGE NO. 90 IN THE AMOUNT OF \$2,000 TO SPONSOR THE ELKS BROTHERHOOD NIGHT AT BPOE #90 PUEBLO BALLROOM ON SATURDAY, AUGUST 10, 2024, AT 5 P.M.**

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

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

Roll Call - **Ayes:** President Aliff, Councilor Boston, Councilor Flores, Councilor Latino, Councilor Maestri. **Nays:** Councilor Gomez. Motion Passed 5-1.

This Resolution was assigned as 15702.

**R. ORDINANCES – FINAL PRESENTATION**

**R1 AN ORDINANCE CHANGING THE STREET NAME OF VISION HILLS PARKWAY TO CARL SITTER PARKWAY**

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 #SNC 24-01 dated June 12, 2024, be made part of the record for this hearing. So ordered by President Aliff.

**PUBLIC HEARING:**

- Elvis Martinez appeared in person to speak in favor of this ordinance

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

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

Roll Call - **Ayes:** President Aliff, Councilor Boston, Councilor Flores, Councilor Gomez, Councilor Latino, Councilor Maestri. **Nays:** None. Motion Passed 6-0.

This Ordinance was assigned as 10738.

**R2 AN ORDINANCE CHANGING THE STREET NAME OF TOBIAS T AVENUE TO WILLIAM CRAWFORD AVENUE**

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 #SNC 24-02 dated June 12, 2024, 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 Boston, seconded by Councilor Maestri, moved to approve the Ordinance on final presentation.

Roll Call - **Ayes:** President Aliff, Councilor Boston, Councilor Flores, Councilor Gomez, Councilor Latino, Councilor Maestri. **Nays:** None. Motion Passed 6-0.

This Ordinance was assigned as **10739.**

**R3 AN ORDINANCE CHANGING THE STREET NAME OF DOCKUM ROAD TO WARREN DOCKUM ROAD**

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 #SNC 24-03 dated June 12, 2024, 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 Boston, seconded by Councilor Maestri, moved to approve the Ordinance on final presentation.

Roll Call - **Ayes:** President Aliff, Councilor Boston, Councilor Flores, Councilor Gomez, Councilor Latino, Councilor Maestri. **Nays:** None. Motion Passed 6-0.

This Ordinance was assigned as **10740.**

**R4 AN ORDINANCE AMENDING ZONING RESTRICTIONS TO REZONE 1.74-ACRES FROM PUD, PIKES PEAK PARK PLANNED UNIT DEVELOPMENT DISTRICT TO S-1, GOVERNMENT USE DISTRICT GENERALLY LOCATED EAST OF NORTH PUEBLO BOULEVARD AND NORTH OF WEST 24<sup>TH</sup> STREET**

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 24-05 dated June 12, 2024, be made part of the record for this hearing. The Planning and Zoning Commission recommended this 7-0. So ordered by President Aliff.

**PUBLIC HEARING:**

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

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

Roll Call - **Ayes:** President Aliff, Councilor Boston, Councilor Flores, Councilor Gomez, Councilor Latino, Councilor Maestri. **Nays:** None. Motion Passed 6-0.

This Ordinance was assigned as **10741.**

**R5 AN ORDINANCE APPROVING THE GRANT AGREEMENT BETWEEN THE CITY OF PUEBLO AND CARING FOR COLORADO FOUNDATION FOR THE DOTS PROGRAM AND ACCEPTANCE OF \$7,500 FOR PROJECT PS2401 AND AUTHORIZING THE MAY TO EXECUTE THE SAME**

A staff report and detailed review of the Ordinance was given by Barb Huber, Fire Chief.

**PUBLIC HEARING:**

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

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

Roll Call - **Ayes:** President Aliff, Councilor Boston, Councilor Flores, Councilor Gomez, Councilor Latino, Councilor Maestri. **Nays:** None. Motion Passed 6-0.

This Ordinance was assigned as 10742.

**R6 AN ORDINANCE TO CLOSE OUT PROJECT PST2202 AND TRANSFER ALL REMAINING FUNDS INTO THE PUBLIC SAFETY SALES TAX (PSST) FUND OPERATING BUDGET SO THESE FUNDS CAN BE USED BY THE PUEBLO POLICE DEPARTMENT TO UPFIT OTHER VEHICLES AND FUND OTHER PUBLIC SAFETY PROJECTS**

A staff report and detailed review of the Ordinance was given by Chris Noeller, Chief of Police.

**PUBLIC HEARING:**

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

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

Roll Call - **Ayes:** President Aliff, Councilor Boston, Councilor Flores, Councilor Gomez, Councilor Latino, Councilor Maestri. **Nays:** None. Motion Passed 6-0.

This Ordinance was assigned as 10743.

**R7 AN ORDINANCE ESTABLISHING PROJECT ACCOUNT CI2443 - ADMIN OFFICES RELOCATION PROJECT; TRANSFERRING, BUDGETING AND APPROPRIATING FUNDS FROM PROJECT ACCOUNT CI2426 - CITY COUNCIL AND DEPARTMENT RELOCATION PROJECT IN THE AMOUNT OF \$2,000,000.00 INTO PROJECT ACCOUNT CI2443; APPROVING, AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT TO BUY AND SELL REAL ESTATE BY AND BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND CK INVESTMENTS, A COLORADO LIMITED LIABILITY COMPANY, FOR THE PURCHASE OF PROPERTY LEGALLY DESCRIBED AS LOT 1, BLOCK 1, KESSLER SUBDIVISION WITHIN THE CITY OF PUEBLO**

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

Roll Call - **Ayes:** President Aliff, Councilor Boston, Councilor Flores, Councilor Gomez, Councilor Latino, Councilor Maestri. **Nays:** None. Motion Passed 6-0.

This Ordinance was assigned as **10744.**

**R8 AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO SIGN A SUBDIVISION PARTICIPATION AND RELEASE FORM WITH RESPECT TO THE NATIONAL OPIOIDS SETTLEMENT REACHED WITH THE KROGER CO.**

A staff report and detailed review of the Ordinance was given by Carla Sikes, City Attorney.

**PUBLIC HEARING:**

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

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

Roll Call - **Ayes:** President Aliff, Councilor Boston, Councilor Flores, Councilor Gomez, Councilor Latino, Councilor Maestri. **Nays:** None. Motion Passed 6-0.

This Ordinance was assigned as **10745.**

**R9 AN ORDINANCE AMENDING SECTION 10, CHAPTER 4 OF TITLE VI OF THE PUEBLO MUNICIPAL CODE RELATING TO THE RESIDENCY REQUIREMENT FOR CERTAIN UNCLASSIFIED EMPLOYEES.**

A staff report and detailed review of the Ordinance was given by Carla Sikes, City Attorney.

**PUBLIC HEARING:**

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

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

Roll Call - **Ayes:** President Aliff, Councilor Boston, Councilor Flores, Councilor Latino, Councilor Maestri. **Nays:** Councilor Gomez. Motion Passed 5-1.

This Ordinance was assigned as **10746.**

**S. COUNCIL MEMBER CONFLICT OF INTEREST**

**T. COMMUNICATIONS**

**T1 A CITIZEN FILED AN ETHICS COMPLAINT AGAINST COUNCILOR DENNIS FLORES**

Councilor Flores requested to be recused for a conflict of interest. President Aliff excused him.

A staff report and detailed review of the Resolution was given by Carla Sikes, City Attorney.

Councilor Maestri, seconded by Councilor Latino, moved to accept the communication.

Roll Call - **Ayes:** President Aliff, Councilor Boston, Councilor Gomez, Councilor Latino, Councilor Maestri. **Nays:** None. Motion Passed 5-0.

Councilor Maestri, seconded by Councilor Gomez, moved to dismiss the complaint.

Roll Call - **Ayes:** President Aliff, Councilor Boston, Councilor Gomez, Councilor Latino, Councilor Maestri. **Nays:** None. Motion Passed 5-0.

## **U. ADJOURN**

President Aliff adjourned the meeting at 8:54 p.m.

Respectfully submitted,



Marisa Stoller  
City Clerk



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***MINUTES OF REGULAR MEETING***

City of Pueblo, Colorado  
Wednesday May 8, 2024, 2024 – 3:30 p.m.  
City Council Chambers, 1 City Hall Place

The meeting was called to order at 3:35p.m. with Commissioner Castellucci presiding.

**Commissioners Present:** Mike Castellucci, Patrick Avalos, Alexandra Aznar, Lisa Bailey, Chris Pasternak, Cheryl Spinuzzi.

**Commissioners Absent:** Regina Maestri.

**Staff Members Present:** David Wyatt, Assistant City Attorney; Scott Hobson, Acting Director of Planning and Community Development, Beritt Odom, Principal Planner, Mikaylin Hackley, Planner, and Cindy Capritta, Land Use Tech – Zoom.

**Staff Members Absent:** None

**Approval of the Agenda:** Bailey motioned to move items V-23-11, S-23-11, SAP-23-04, Z-24-05, and GU-23-06 to the June 12, 2024, meeting and approve the agenda as amended, seconded by Aznar.

**Motion Passed:** 6-0.

**Public Meeting Agenda: 1. MSP-24-01** Master Sign Plan review for Parcel 15133033005, Quik Trip Corporation, site is generally located west of I-25 and north of W. Pueblo Blvd. Staff report by Beritt Odom, Principal Planner.

**Meeting:** Applicant Todd Hager spoke in favor of the MSP application. No one spoke in opposition.

**Commission Action:** Bailey motioned to approve the application with 1 staff condition seconded by Aznar.

**Motion Passed:** 6-0

**Public Hearing:**

**1. Z-24-03 Rezone: Rezone Runyon Field Complex**, 26.3 acres from I-3, Heavy Industrial District and S-1, Government Use District, to S-1 Government Use District. Staff report by Beritt Odom, Principal Planner

**Hearing:** Applicant Gregory George was sworn in and spoke in favor of the application. No one appeared in opposition.

**Commission Action:** Bailey moved to recommend the application be referred to City Council with standard conditions, seconded by Spinuzzi.

**Motion Passed:** 6-0.

**2. Z-24-02 Fire Station #6 Rezone:** Rezoning of .85 acres from Highway and Arterial Business (B-3) Zone District to Government Use (S-1) Zone District. Staff Report by Beritt Odom.

**Hearing:** Applicant is the city of Pueblo.

**Commission Action:** Bailey motioned to recommend the application to City Council seconded by Spinuzzi.

**Motion Passed:** 6-0.

**3. V-23-11 Vacation of Drainage Easement,** vacation of a portion of a drainage easement in North Vista Highlands Filing No. 2. *Continue to June 12, 2024.*

**4. S-23-11: North Vista Highlands, Filing No. 9, A Special Area Plan Subdivision,** of 19.52 acres into townhome lots and parcels for recreational and drainage. *Continue to June 12, 2024.*

**5. SAP-23-04 North Vista Highlands, Filing No. 9, A Special Area Plan Subdivision,** of 19.52 acres into townhome lots and parcels for recreation and drainage. *Continue to June 12, 2024.*

**6. Z-24-05 Rezone:** Fire Station #11. A rezoning of 1.74 acres from Planned Unit Development (PUD) District to Government Use (S-1) Zone District. Approximately located at 3205 W. 24<sup>th</sup> St. Staff report by Mikaylin Hackley, Planner. *Continue to June 12, 2024.*

**7. GU-23-06 Government Use Development Plan Review:** Fire Station #11 located at 3205 W. 24<sup>th</sup> St. The City of Pueblo is requesting a site plan review of a 13,400 square foot station to serve northwestern Pueblo. Staff report by Mikaylin Hackley, Planner. *Continue to June 12, 2024.*

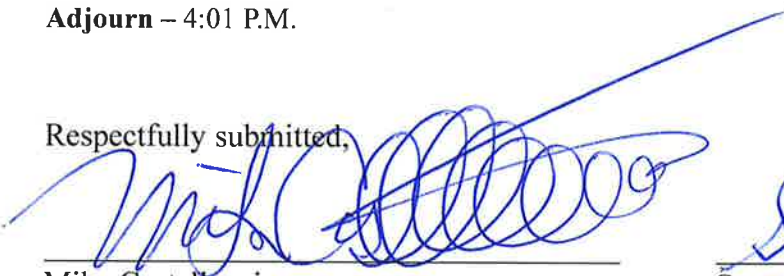
**Approval of Minutes:**

Bailey motioned to approve the **April 10, 2024**, Minutes, seconded by Avalos.

**Old/New Business** – None

**Adjourn** – 4:01 P.M.

Respectfully submitted,

  
Mike Castellucci  
Chairperson

  
Scott Hobson  
Executive Secretary

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**MINUTES OF REGULAR MEETING**

City of Pueblo, Colorado  
Wednesday June 12, 2024, 2024 – 3:30 p.m.  
City Council Chambers, 1 City Hall Place

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

**Commissioners Present:** Mike Castellucci, Patrick Avalos, Alexandra Aznar, Lisa Bailey, Regina Maestri, Chris Pasternak, Cheryl Spinuzzi.

**Commissioners Absent:**

**Staff Members Present:** David Wyatt, Assistant City Attorney; Scott Hobson, Acting Director of Planning and Community Development, Mikaylin Hackley, Planner, Cindy Capritta, Land Use Tech., Andrew Hayes, Director of Public Works, and Joe Martellaro, Public Works Engineer.

**Staff Members Absent:** Beritt Odom, Principal Planner

**Approval of the Agenda:** Bailey motioned to move item TA-22-01 to the July 10, 2024, meeting and approve the agenda as amended, seconded by Spinuzzi.

**Motion Passed:** 7-0

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**Public Hearing:**

**1. SUP-24-01: Special Use Permit** to allow for a farmer's market at 2300 E. 10<sup>th</sup> in a Government Use (S-1) Zone District. Staff Report by Mikaylin Hackley, Planner.

**Hearing:** Applicant Marci Cochran was sworn in and spoke in favor of the application. Citizens sworn in and speaking in support of the application were: Brandi Adaka, Diem Sellers, Serena Sakkal, Allison Reg, Perdet Butler, and Anastacio Aguilar. No one appeared in opposition.

**Commission Action:** Bailey moved to recommend approval of the Special Use Permit for twelve months with one (1) staff condition, seconded by Avalos.

**Motion Passed:** 7-0.

**2. SNC-24-01 Street Name Change: Vision Hills Pkwy to Carl Sitter Pkwy.** This change is requested to Honor Pueblo's "Home of Heroes" veterans. Staff Report by Mikaylin Hackley, Planner.

**Hearing:** Andrew Hayes spoke in support of the application, no one appeared in opposition.

**Commission Action:** Bailey motioned to recommend the application for approval to City Council seconded by Aznar.

**Motion Passed:** 7-0

**3. SNC-24-02 Street Name Change: Tobias T St to William Crawford Ave.** This change is requested to honor Pueblo's "Home of Heroes" veterans. Staff Report by Mikaylin Hackley, Planner.

**Hearing:** Andrew Hayes spoke in support of the application, no one appeared in opposition.

**Commission Action:** Bailey motioned to recommend the application for approval to City Council seconded by Maestri.

**Motion Passed:** 7-0

**4. SNC-24-03: Street Name Change: Dockum Rd to Warren Dockum Rd.** This change is requested to match naming conventions of corresponding Home of Heroes streets. Staff Report by Mikaylin Hackley, Planner.

**Hearing:** Andrew Hayes spoke in support of the application.

**Commission Action:** Bailey motioned to recommend the application to City Council seconded by Maestri.

**Motion Passed:** 7-0

**5. V-23-11 Vacation of Drainage Easement,** vacation of a portion of a drainage easement in North Vista Highlands Filing No. 2. Staff Report by Scott Hobson

**Hearing:** Applicant Mike Cuppy was sworn in and spoke in support of the application. No one appeared in opposition.

**Commission Action:** Bailey motioned to recommend the application to City Council with two (2) staff conditions, and subject to the approval of the North Vista Highlands Subdivision, seconded by Maestri.

**Motion Passed:** 7-0

**6. S-23-11 North Vista Highlands, Filing No. 9, A Special Area Plan Subdivision,** of 19.52 acres into townhome lots and parcels for recreation and drainage.

**Hearing:** Applicant Mike Cuppy remained sworn in and spoke in support of the application.

**Commission Action:** Bailey motioned to continue S-23-11 to the July 10, 2024 hearing and requested that John Sakariason, Storm Water Engineer and Melanie Turner, Traffic Engineer be in attendance, seconded by Avalos.

**Motion Passed:** 7-0

**7. SAP-23-04 North Vista Highlands, Filing No. 9, A Special Area Plan Subdivision,** of 19.52 acres into townhome lots and parcels for recreation and drainage. Staff Report by Scott Hobson.

**Hearing:**

**Commission Action:** Bailey motioned to continue SAP-23-04 to the July 10, 2024 hearing, and requested that John Sakariason, Storm Water Engineer and Melanie Turner, Traffic Engineer be in attendance, seconded by Avalos.

**Motion Passed:** - 7-0

**8. Z-24-05 Rezone:** Fire Station #11. A rezoning of 1.74 acres from Planned Unit Development (PUD) District to Government Use (S-1) Zone District. Approximately located at 3205 W. 24<sup>th</sup> St. Staff Report by Mikaylin Hackley.

**Hearing:** Applicant is the City of Pueblo

**Commission Action:** Bailey motioned to recommend the application for approval to City Council seconded by Aznar.

**Motion Passed:** 7-0

**9. GU-23-06 Government Use Development Plan Review:** Fire Station #11 located at 3205 W. 24<sup>th</sup> St. The City of Pueblo is requesting a site plan review of a 13, 400 square foot station to serve northwestern Pueblo. Staff Report by Mikaylin Hackley.

**Hearing:** Applicant is the City of Pueblo

**Commission Action:** Bailey motioned to recommend the application for approval to City Council seconded by Aznar.

**Motion Passed:** 7-0

**10. TA-22-01 Text Amendment Short Term Residential Rentals:** An Ordinance amending Chapter 5 of Title IX; Chapter 9 of Title XIV; Chapter 2, Chapter 4; and Chapter 5 of Title XVII of the Pueblo Municipal Code Relating to Short-Term Rentals. Staff Report by Bart Mikitowicz. *Continue to July 10, 2024.*

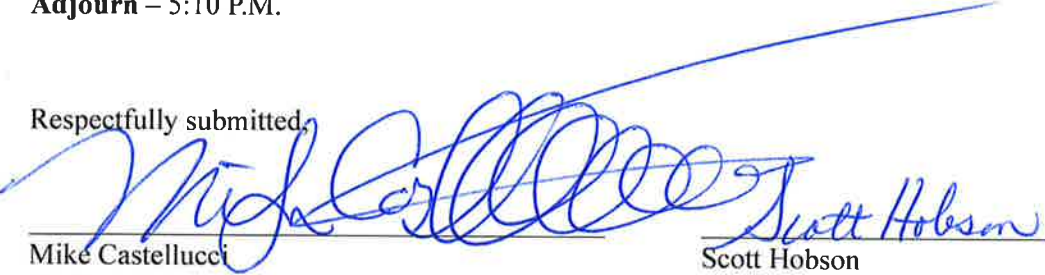
**Approval of Minutes:**

Bailey motioned to approve the **May 8, 2024**, Minutes, seconded by Maestri

**Old/New Business** – None

**Adjourn** – 5:10 P.M.

Respectfully submitted,

  
Mike Castellucci  
Chairperson

  
Scott Hobson  
Executive Secretary

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**Background Paper for Proposed  
Resolution**

**COUNCIL MEETING DATE:** August 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 \$264,735.45 TO TONY J BELTRAMO & SONS, INC., FOR PROJECT NO. 24-097, ASPHALT IMPROVEMENTS - CAMBRIDGE AVENUE AND AMHERST AVENUE, SETTING FORTH \$53,000 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. 24-097, Asphalt Improvements - Cambridge Avenue and Amherst Avenue.

**PREVIOUS COUNCIL ACTION:**

None.

**BACKGROUND:**

This project will consist of asphalt mill and overlay to Cambridge Avenue and Amherst Avenue.

This Resolution awards the construction contract to Tony J Beltramo & Sons, Inc.

**FINANCIAL IMPLICATIONS:**

Funding in the amount of \$317,735.45 (contract and contingencies) will be paid from Project HUAN01 Street Resurfacing.

**BOARD/COMMISSION RECOMMENDATION:**

None.

**STAKEHOLDER PROCESS:**

None.

**ALTERNATIVES:**

Denial of this resolution will cancel this project.

**RECOMMENDATION:**

Approval of the Resolution.

**ATTACHMENTS:**

1. 24-097 Bid Summary

RESOLUTION NO. 15703

A RESOLUTION AWARDDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$264,735.45 TO TONY J BELTRAMO & SONS, INC., FOR PROJECT NO. 24-097, ASPHALT IMPROVEMENTS - CAMBRIDGE AVENUE AND AMHERST AVENUE, SETTING FORTH \$53,000 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

WHEREAS, competitive bids for Project No. 24-097, Asphalt Improvements - Cambridge Avenue and Amherst Avenue 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. 24-097, Asphalt Improvements - Cambridge Avenue and Amherst Avenue to be performed; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The City Council authorizes Project No. 24-097, Asphalt Improvements - Cambridge Avenue and Amherst Avenue, to be performed, and the contract for said project is hereby awarded to Tony J Beltramo & Sons, Inc., in the amount of \$264,735.45.

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.....\$53,000.00

SECTION 4.

Funds for Project No. 24-097, in the amount of \$317,735.45 (including contingencies and additional work) shall be from Project HUAN01, Street Resurfacing.

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.

The Resolution shall become effective immediately upon passage and approval.

INTRODUCED: August 12, 2024

BY: Regina Maestri  
MEMBER OF CITY COUNCIL

APPROVED: Mark Aliff  
PRESIDENT OF CITY COUNCIL

ATTESTED BY:   
CITY CLERK



**EVALUATION TABULATION**  
IFB No. 24-097 (HUAN01)  
Asphalt Improvements - Cambridge Avenue and Amherst Avenue  
RESPONSE DEADLINE: July 31, 2024 at 10:30 am  
Report Generated: Wednesday, July 31, 2024

**VENDOR TOTALS**

| Vendor                                      | Total        |
|---------------------------------------------|--------------|
| Tony J Beltramo & Sons, Inc.                | \$264,735.45 |
| Pyramid Construction, Inc.                  | \$269,517.20 |
| Martin Marietta Materials, Inc.             | \$313,942.55 |
| Elite Surface Infrastructure                | \$333,590.85 |
| Oldcastle SW Group Inc dba United Companies | \$435,606.00 |

## EVALUATION TABULATION

IFB No. 24-097 (HUAN01)

Asphalt Improvements - Cambridge Avenue and Amherst Avenue

## BASE BID

| Selected | Line Item | Base Bid                                                   |          |                 | Elite Surface Infrastructure |              | Martin Marietta Materials, Inc. |             | Oldcastle SW Group Inc dba United Companies |              | Pyramid Construction, Inc. |             | Tony J Beltramo & Sons, Inc. |             |
|----------|-----------|------------------------------------------------------------|----------|-----------------|------------------------------|--------------|---------------------------------|-------------|---------------------------------------------|--------------|----------------------------|-------------|------------------------------|-------------|
|          |           | 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 (Cambridge Avenue)    | 5863     | SY              | \$3.05                       | \$17,882.15  | \$2.50                          | \$14,657.50 | \$7.00                                      | \$41,041.00  | \$2.00                     | \$11,726.00 | \$2.80                       | \$16,416.40 |
| X        | 2         | Install HMA SX PG 64-28 Asphalt Overlay (Cambridge Avenue) | 645      | TON             | \$140.50                     | \$90,622.50  | \$113.50                        | \$73,207.50 | \$160.00                                    | \$103,200.00 | \$121.50                   | \$78,367.50 | \$114.00                     | \$73,530.00 |
| X        | 3         | Remove Asphalt ±4 inches (Amherst Ave)                     | 3466     | SY              | \$5.60                       | \$19,409.60  | \$4.30                          | \$14,903.80 | \$9.00                                      | \$31,194.00  | \$3.20                     | \$11,091.20 | \$4.65                       | \$16,116.90 |
| X        | 4         | Install ±4 HMA SX PG 64-28 Asphalt Paving (Amherst Ave)    | 763      | TON             | \$145.50                     | \$111,016.50 | \$129.00                        | \$98,427.00 | \$160.00                                    | \$122,080.00 | \$123.75                   | \$94,421.25 | \$114.00                     | \$86,982.00 |
| X        | 5         | Adjust Sanitary Manholes to Finished Grade                 | 3        | EA              | \$610.00                     | \$1,830.00   | \$880.00                        | \$2,640.00  | \$4,000.00                                  | \$12,000.00  | \$750.00                   | \$2,250.00  | \$1,300.00                   | \$3,900.00  |

## EVALUATION TABULATION

Public Improvement Invitation for Bid - Asphalt Improvements - Cambridge Avenue and Amherst Avenue

Page 2

## EVALUATION TABULATION

IFB No. 24-097 (HUAN01)

Asphalt Improvements - Cambridge Avenue and Amherst Avenue

| Base Bid |           |                                                                 |          |                 | Elite Surface Infrastructure |            | Martin Marietta Materials, Inc. |             | 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        | 6         | Adjust Storm Manhole to Finished Grade                          | 1        | EA              | \$610.00                     | \$610.00   | \$880.00                        | \$880.00    | \$3,000.00                                  | \$3,000.00  | \$900.00                   | \$900.00   | \$1,300.00                   | \$1,300.00 |
| X        | 7         | Adjust Water Valves to Finished Grade                           | 14       | EA              | \$400.00                     | \$5,600.00 | \$580.00                        | \$8,120.00  | \$900.00                                    | \$12,600.00 | \$400.00                   | \$5,600.00 | \$300.00                     | \$4,200.00 |
| X        | 8         | Adjust Survey Boxes to Finished Grade                           | 1        | EA              | \$400.00                     | \$400.00   | \$1,178.00                      | \$1,178.00  | \$1,200.00                                  | \$1,200.00  | \$580.00                   | \$580.00   | \$300.00                     | \$300.00   |
| X        | 9         | Class 6 Base Material (Place and Compact)                       | 10       | TON             | \$142.00                     | \$1,420.00 | \$253.00                        | \$2,530.00  | \$100.00                                    | \$1,000.00  | \$55.00                    | \$550.00   | \$43.00                      | \$430.00   |
| X        | 10        | Asphalt Patching (3-inches HMA)                                 | 500      | SF              | \$4.70                       | \$2,350.00 | \$6.05                          | \$3,025.00  | \$9.00                                      | \$4,500.00  | \$5.15                     | \$2,575.00 | \$6.00                       | \$3,000.00 |
| X        | 11        | Asphalt Patching (3-inches HMA on 8-inches ABC)                 | 500      | SF              | \$9.30                       | \$4,650.00 | \$20.15                         | \$10,075.00 | \$15.00                                     | \$7,500.00  | \$10.50                    | \$5,250.00 | \$7.20                       | \$3,600.00 |
| X        | 12        | Install Pavement Markings per City Plan (Inlaid Epoxy 4" White) | 113      | SF              | \$9.80                       | \$1,107.40 | \$9.65                          | \$1,090.45  | \$11.00                                     | \$1,243.00  | \$9.25                     | \$1,045.25 | \$8.00                       | \$904.00   |

## EVALUATION TABULATION

Public Improvement Invitation for Bid - Asphalt Improvements - Cambridge Avenue and Amherst Avenue

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## EVALUATION TABULATION

IFB No. 24-097 (HUAN01)

Asphalt Improvements - Cambridge Avenue and Amherst Avenue

| Base Bid |           |                                                                  |          |                 | Elite Surface Infrastructure |            | Martin Marietta Materials, Inc. |            | 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        | 13        | Install Pavement Markings per City Plan (Inlaid Epoxy 8" White)  | 197      | SF              | \$9.80                       | \$1,930.60 | \$9.00                          | \$1,773.00 | \$11.00                                     | \$2,167.00 | \$9.25                     | \$1,822.25 | \$8.00                       | \$1,576.00 |
| X        | 14        | Install Pavement Markings per City Plan (Inlaid Epoxy 4" Yellow) | 643      | SF              | \$9.80                       | \$6,301.40 | \$9.00                          | \$5,787.00 | \$11.00                                     | \$7,073.00 | \$9.25                     | \$5,947.75 | \$8.00                       | \$5,144.00 |
| X        | 15        | Install Thermoplastic Markings per City Plan (Arrows)            | 54       | SF              | \$21.70                      | \$1,171.80 | \$19.85                         | \$1,071.90 | \$24.00                                     | \$1,296.00 | \$21.00                    | \$1,134.00 | \$17.75                      | \$958.50   |
| X        | 16        | Install Thermoplastic Markings per City Plans ( X-Walk)          | 340      | SF              | \$17.90                      | \$6,086.00 | \$16.40                         | \$5,576.00 | \$22.00                                     | \$7,480.00 | \$17.00                    | \$5,780.00 | \$14.65                      | \$4,981.00 |
| X        | 17        | Install Thermoplastic Markings per City Plans (Stop Bars)        | 81       | SF              | \$17.90                      | \$1,449.90 | \$16.40                         | \$1,328.40 | \$22.00                                     | \$1,782.00 | \$17.00                    | \$1,377.00 | \$14.65                      | \$1,186.65 |
| X        | 18        | Vehicle Towing Allowance                                         | 1        | EA              | \$153.00                     | \$153.00   | \$340.00                        | \$340.00   | \$250.00                                    | \$250.00   | \$550.00                   | \$550.00   | \$210.00                     | \$210.00   |

## EVALUATION TABULATION

Public Improvement Invitation for Bid - Asphalt Improvements - Cambridge Avenue and Amherst Avenue

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## EVALUATION TABULATION

IFB No. 24-097 (HUAN01)

Asphalt Improvements - Cambridge Avenue and Amherst Avenue

| Base Bid |           |                              |          |                 | Elite Surface Infrastructure |              | Martin Marietta Materials, Inc. |              | 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        | 19        | Erosion and Sediment Control | 1        | LS              | \$4,300.00                   | \$4,300.00   | \$2,987.00                      | \$2,987.00   | \$4,000.00                                  | \$4,000.00   | \$5,550.00                 | \$5,550.00   | \$1,000.00                   | \$1,000.00   |
| X        | 20        | Traffic Control              | 1        | LS              | \$35,000.00                  | \$35,000.00  | \$53,770.00                     | \$53,770.00  | \$29,000.00                                 | \$29,000.00  | \$17,000.00                | \$17,000.00  | \$11,300.00                  | \$11,300.00  |
| X        | 21        | Mobilization                 | 1        | LS              | \$20,300.00                  | \$20,300.00  | \$10,575.00                     | \$10,575.00  | \$42,000.00                                 | \$42,000.00  | \$16,000.00                | \$16,000.00  | \$27,700.00                  | \$27,700.00  |
| Total    |           |                              |          |                 |                              | \$333,590.85 |                                 | \$313,942.55 |                                             | \$435,606.00 |                            | \$269,517.20 |                              | \$264,735.45 |

## EVALUATION TABULATION

Public Improvement Invitation for Bid - Asphalt Improvements - Cambridge Avenue and Amherst Avenue

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## EVALUATION TABULATION

IFB No. 24-097 (HUAN01)

Asphalt Improvements - Cambridge Avenue and Amherst Avenue

## VENDOR QUESTIONNAIRE PASS/FAIL

| Question Title                                           | Elite Surface Infrastructure | Martin Marietta Materials, Inc. | 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                         |
| 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 Improvements - Cambridge Avenue and Amherst Avenue

Page 6



**Background Paper for Proposed  
Resolution**

**COUNCIL MEETING DATE:** August 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 TWO HUNDRED AND FIFTY-FIVE THOUSAND DOLLARS (\$255,000) FROM PROJECT NO. CI-2113 - AMERICAN RESCUE PLAN ACT, FOR THE PURPOSES OF ACQUIRING THE MANDATORY RAILROAD PERMITS NEEDED TO COMPLETE THE INSTALLATION OF FIBER-OPTIC CABLE NETWORK INFRASTRUCTURE FOR THE NEW FIRE STATIONS AND WASTEWATER TREATMENT FACILITY, 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 \$255,000 in American Rescue Plan Act ("ARPA") funds for the purpose of obtaining any necessary railroad permits required to bring fiber-optic network infrastructure to the new Fire Stations and Wastewater Treatment Facility.

**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 ARPA funds 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:**

In 2023, City Council approved several fiber-optic network infrastructure projects related to the City's new Fire Stations and Wastewater Treatment facility, including a joint fiber project with Pueblo County for the new county jail. This infrastructure is required to connect the technological infrastructure necessary to support the business operations of each agency upon opening. In the past, City I.T. was allowed to use, upon approval, empty conduit space within the Colorado Department of Transportation's



(CDOT) network as well as the use of empty conduit space within a local telecommunication exchange (LEC) carrier's conduit bank. Unfortunately, CDOT and the LEC have changed their policies related to this past practice. Due to this change, a reroute of the secondary network path for Fire Station 11 and the jail is required. Further, a 500 ft. bore under the railroad line is needed to complete the new Fire Station 6 and Wastewater Treatment project. It is anticipated up to three (3) additional railroad permits may be necessary. The costs include the permitting and licensing agreement, the railroad flaggers and inspectors required during installation, and the traffic control related to each of the bore sites. Railroad permits can only be held by one party, and the permits required are within City limits; therefore, the City of Pueblo will be the agency holding and owning the railroad permits supporting and benefiting the City's future growth and needs in these areas.

The costs associated with broadband infrastructure are related to the protection of mission-critical public safety applications, which is an eligible use of ARPA funds per 31 C.F.R. 35.6(b)(3)(ii)(E)(4).

**FINANCIAL IMPLICATIONS:**

Sufficient funds exist in the Project to cover the costs for the fiber optic cable network infrastructure.

**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 permitting needs preventing these new facilities conducting their business operations through electronic means and compromising public safety services and calls for service for our citizens.

**RECOMMENDATION:**

Approval of the Resolution.

**ATTACHMENTS:**

None

RESOLUTION NO. 15704

A RESOLUTION AUTHORIZING PAYMENT OF TWO HUNDRED AND FIFTY-FIVE THOUSAND DOLLARS (\$255,000) FROM PROJECT NO. CI-2113 - AMERICAN RESCUE PLAN ACT, FOR THE PURPOSES OF ACQUIRING THE MANDATORY RAILROAD PERMITS NEEDED TO COMPLETE THE INSTALLATION OF FIBER-OPTIC CABLE NETWORK INFRASTRUCTURE FOR THE NEW FIRE STATIONS AND WASTEWATER TREATMENT FACILITY, 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. CI-2113 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 Two Hundred, Fifty-Five Thousand Dollars and 00/100 (\$255,000.00) are hereby authorized for payment from Project No. CI-2113 – American Rescue Plan Act, for purposes of implementing fiber-optic network infrastructure required to provide technological services for mission-critical public safety operations into and out of their new facilities.

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: August 12, 2024

BY: Regina Maestri  
MEMBER OF CITY COUNCIL

APPROVED: Mark Duff  
PRESIDENT OF CITY COUNCIL

ATTESTED BY: [Signature]  
CITY CLERK



**Background Paper for Proposed  
Resolution**

**COUNCIL MEETING DATE:** August 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 \$130,914 TO CEDAR RIDGE LANDSCAPE, INC., FOR PROJECT NO. 24-005, CONCRETE IMPROVEMENTS - ELMWOOD GOLF COURSE AND CART PATH, SETTING FORTH \$19,637.10 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

**SUMMARY:**

Attached is a resolution awarding a construction contract to Cedar Ridge Landscape Inc., for Project No. 24-005, Concrete Improvements - Elmwood Golf Course Parking Lot and Cart Path.

**PREVIOUS COUNCIL ACTION:**

None.

**BACKGROUND:**

This project will consist of concrete improvements to the parking lot and cart path at the Elmwood Golf Course.

Fedco was determined to be a non-responsible bidder and failed to provide the required protest letter in the 5-day time period as specified in Purchasing Policy Section 3.3; therefore, the lowest, most responsible bidder was determined to be Cedar Ridge Landscape, Inc. This Resolution awards the construction contract to Cedar Ridge Landscape, Inc.

**FINANCIAL IMPLICATIONS:**

Funding (including contingencies), in the amount of \$150,551.10, will be paid from Project Account EW2101, Cart Path Repair/Replace – Elmwood.

**BOARD/COMMISSION RECOMMENDATION**

None.

**STAKEHOLDER PROCESS:**

The Golf Course Enterprise Citizen's Advisory Committee supports this project.

**ALTERNATIVES:**

Denial of this resolution will cancel the project.

**RECOMMENDATION:**

Approval of the Resolution.

**ATTACHMENTS:**

1. 24-005 Bid Summary

RESOLUTION NO. 15705

A RESOLUTION AWARDDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$130,914 TO CEDAR RIDGE LANDSCAPE, INC., FOR PROJECT NO. 24-005, CONCRETE IMPROVEMENTS - ELMWOOD GOLF COURSE AND CART PATH, SETTING FORTH \$19,637.10 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

WHEREAS, competitive bids for Project No. 24-005, Concrete Improvements - Elmwood Golf Course Parking Lot and Cart Path have been received and examined; AND,

WHEREAS, the proposal of Cedar Ridge Landscape, Inc., was the lowest bid determined to be responsive, and the Committee of Awards recommends to the City Council that it authorize Project No. 24-005, Concrete Improvements - Elmwood Golf Course Parking Lot and Cart Path to be performed; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The City Council authorizes Project No. 24-005, Concrete Improvements - Elmwood Golf Course Parking Lot and Cart Path to be performed, and the contract for said project is hereby awarded to Cedar Ridge Landscape, Inc., in the amount of \$130,914.00.

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.....\$19,637.10

SECTION 4.

Funding, in the amount of \$150,551.10 shall be from Project Account EW2101 Cart Path Repair/Replace – Elmwood.

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: August 12, 2024

BY: Regina Maestri  
MEMBER OF CITY COUNCIL

APPROVED: Mark Duff  
PRESIDENT OF CITY COUNCIL

ATTESTED BY: [Signature]  
CITY CLERK



**EVALUATION TABULATION**  
IFB No. 24-005 (EW2101)  
Concrete Improvements - Elmwood Golf Course Parking Lot and Cart Path  
RESPONSE DEADLINE: May 17, 2024 at 10:30 am  
Report Generated: Friday, May 17, 2024

**VENDOR TOTALS**

| Vendor                         | Base Bid     | Bid Alternate No. 1 | Bid Alternate No. 2 | Total        |
|--------------------------------|--------------|---------------------|---------------------|--------------|
| Fedco, Inc                     | \$105,455.30 | \$9,514.48          | \$49,568.26         | \$164,538.04 |
| Cedar Ridge Landscape, Inc     | \$120,948.00 | \$9,966.00          | \$52,799.75         | \$183,713.75 |
| American Dirt Contractors, LLC | \$134,398.53 | \$11,657.92         | \$55,289.82         | \$201,346.27 |
| A 5 Construction               | \$130,653.41 | \$12,743.52         | \$62,915.94         | \$206,312.87 |
| Wicked Outlaw Construction     | \$138,441.00 | \$14,736.00         | \$55,464.00         | \$208,641.00 |
| Baha Construction, Inc.        | \$139,516.86 | \$11,239.60         | \$61,520.60         | \$212,277.06 |
| Lucky Dog Contracting          | \$148,938.50 | \$13,688.00         | \$67,201.00         | \$229,827.50 |
| Impact industrial Services     | \$151,490.83 | \$17,107.04         | \$62,114.08         | \$230,711.95 |
| Arc Valley Construction        | \$172,381.52 | \$15,074.68         | \$74,044.19         | \$261,500.39 |



EVALUATION TABULATION  
IFB No. 24-005 (EW2101)  
Concrete Improvements - Elmwood Golf Course Parking Lot and Cart Path

**BASE BID** (Table 1 of 2)

| BASE BID |           |                                  |          |                 | A 5 Construction |             | American Dirt Contractors, LLC |             | Arc Valley Construction |             | Baha Construction, Inc. |             | Cedar Ridge Landscape, 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         | REMOVE ASPHALT                   | 8783     | S.F.            | \$2.02           | \$17,741.66 | \$3.47                         | \$30,477.01 | \$5.52                  | \$48,482.16 | \$1.50                  | \$13,174.50 | \$1.25                     | \$10,978.75 |
| X        | 2         | CONSTRUCT ASPHALT PATCH          | 1448     | S.F.            | \$8.00           | \$11,584.00 | \$9.80                         | \$14,190.40 | \$9.48                  | \$13,727.04 | \$8.62                  | \$12,481.76 | \$6.50                     | \$9,412.00  |
| X        | 3         | CONSTRUCT 7" REINFORCED CONCRETE | 2883     | S.F.            | \$12.50          | \$36,037.50 | \$15.35                        | \$44,254.05 | \$11.55                 | \$33,298.65 | \$12.50                 | \$36,037.50 | \$15.00                    | \$43,245.00 |
| X        | 4         | CONSTRUCT 4" CONCRETE            | 3171     | S.F.            | \$9.50           | \$30,124.50 | \$7.42                         | \$23,528.82 | \$8.65                  | \$27,429.15 | \$9.35                  | \$29,648.85 | \$8.50                     | \$26,953.50 |
| X        | 5         | CLEAR AND GRUB                   | 3725     | S.F.            | \$1.50           | \$5,587.50  | \$0.92                         | \$3,427.00  | \$1.26                  | \$4,693.50  | \$0.53                  | \$1,974.25  | \$1.35                     | \$5,028.75  |
| X        | 6         | UNCLASSIFIED EXCAVATION          | 150      | C.Y.            | \$41.00          | \$6,150.00  | \$71.85                        | \$10,777.50 | \$98.51                 | \$14,776.50 | \$60.00                 | \$9,000.00  | \$78.00                    | \$11,700.00 |
| X        | 7         | IMPORT TOP SOIL                  | 50       | TON             | \$71.00          | \$3,550.00  | \$80.40                        | \$4,020.00  | \$110.21                | \$5,510.50  | \$110.00                | \$5,500.00  | \$85.00                    | \$4,250.00  |
| X        | 8         | INSTALL SEEDING (PERENNIAL RYE)  | 3725     | SF              | \$0.37           | \$1,378.25  | \$0.55                         | \$2,048.75  | \$2.01                  | \$7,487.25  | \$2.00                  | \$7,450.00  | \$0.80                     | \$2,980.00  |
| X        | 9         | EROSION AND SEDIMENT CONTROL     | 1        | L.S.            | \$5,500.00       | \$5,500.00  | \$600.00                       | \$600.00    | \$7,481.42              | \$7,481.42  | \$3,250.00              | \$3,250.00  | \$800.00                   | \$800.00    |

## EVALUATION TABULATION

IFB No. 24-005 (EW2101)

Concrete Improvements - Elmwood Golf Course Parking Lot and Cart Path

| BASE BID |           |                 |          |                 | A 5 Construction |              | American Dirt Contractors, LLC |              | Arc Valley Construction |              | Baha Construction, Inc. |              | Cedar Ridge Landscape, 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        | 10        | TRAFFIC CONTROL | 1        | L.S.            | \$7,500.00       | \$7,500.00   | \$500.00                       | \$500.00     | \$686.06                | \$686.06     | \$2,000.00              | \$2,000.00   | \$1,100.00                 | \$1,100.00   |
| X        | 11        | MOBILIZATION    | 1        | L.S.            | \$5,500.00       | \$5,500.00   | \$575.00                       | \$575.00     | \$8,809.29              | \$8,809.29   | \$19,000.00             | \$19,000.00  | \$4,500.00                 | \$4,500.00   |
| Total    |           |                 |          |                 |                  | \$130,653.41 |                                | \$134,398.53 |                         | \$172,381.52 |                         | \$139,516.86 |                            | \$120,948.00 |

## BASE BID (Table 2 of 2)

| BASE BID |           |                                  |          |                 | Fedco, Inc |             | Impact Industrial Services |             | Lucky Dog Contracting |             | Wicked Outlaw Construction |             |
|----------|-----------|----------------------------------|----------|-----------------|------------|-------------|----------------------------|-------------|-----------------------|-------------|----------------------------|-------------|
| Selected | Line Item | Description                      | Quantity | Unit of Measure | Unit Cost  | Total       | Unit Cost                  | Total       | Unit Cost             | Total       | Unit Cost                  | Total       |
| X        | 1         | REMOVE ASPHALT                   | 8783     | S.F.            | \$0.77     | \$6,762.91  | \$2.00                     | \$17,566.00 | \$3.00                | \$26,349.00 | \$4.00                     | \$35,132.00 |
| X        | 2         | CONSTRUCT ASPHALT PATCH          | 1448     | S.F.            | \$5.06     | \$7,326.88  | \$9.00                     | \$13,032.00 | \$10.00               | \$14,480.00 | \$12.00                    | \$17,376.00 |
| X        | 3         | CONSTRUCT 7" REINFORCED CONCRETE | 2883     | S.F.            | \$15.17    | \$43,735.11 | \$10.50                    | \$30,271.50 | \$14.00               | \$40,362.00 | \$10.50                    | \$30,271.50 |
| X        | 4         | CONSTRUCT 4" CONCRETE            | 3171     | S.F.            | \$8.21     | \$26,033.91 | \$7.50                     | \$23,782.50 | \$10.00               | \$31,710.00 | \$6.50                     | \$20,611.50 |
| X        | 5         | CLEAR AND GRUB                   | 3725     | S.F.            | \$1.25     | \$4,656.25  | \$2.30                     | \$8,567.50  | \$3.00                | \$11,175.00 | \$3.00                     | \$11,175.00 |
| X        | 6         | UNCLASSIFIED EXCAVATION          | 150      | C.Y.            | \$11.87    | \$1,780.50  | \$83.00                    | \$12,450.00 | \$85.00               | \$12,750.00 | \$3.00                     | \$450.00    |

## EVALUATION TABULATION

Public Improvement Invitation for Bid - Concrete Improvements - Elmwood Golf Course Parking Lot and Cart Path

## EVALUATION TABULATION

IFB No. 24-005 (EW2101)

Concrete Improvements - Elmwood Golf Course Parking Lot and Cart Path

| BASE BID |           |                                 |          |                 | Fedco, Inc |              | Impact industrial Services |              | Lucky Dog Contracting |              | Wicked Outlaw Construction |              |
|----------|-----------|---------------------------------|----------|-----------------|------------|--------------|----------------------------|--------------|-----------------------|--------------|----------------------------|--------------|
| Selected | Line Item | Description                     | Quantity | Unit of Measure | Unit Cost  | Total        | Unit Cost                  | Total        | Unit Cost             | Total        | Unit Cost                  | Total        |
| X        | 7         | IMPORT TOP SOIL                 | 50       | TON             | \$42.72    | \$2,136.00   | \$58.00                    | \$2,900.00   | \$125.00              | \$6,250.00   | \$45.00                    | \$2,250.00   |
| X        | 8         | INSTALL SEEDING (PERENNIAL RYE) | 3725     | SF              | \$0.28     | \$1,043.00   | \$4.30                     | \$16,017.50  | \$0.50                | \$1,862.50   | \$3.00                     | \$11,175.00  |
| X        | 9         | EROSION AND SEDIMENT CONTROL    | 1        | L.S.            | \$1,779.89 | \$1,779.89   | \$9,315.48                 | \$9,315.48   | \$500.00              | \$500.00     | \$5,000.00                 | \$5,000.00   |
| X        | 10        | TRAFFIC CONTROL                 | 1        | L.S.            | \$4,485.17 | \$4,485.17   | \$8,444.35                 | \$8,444.35   | \$1,000.00            | \$1,000.00   | \$2,500.00                 | \$2,500.00   |
| X        | 11        | MOBILIZATION                    | 1        | L.S.            | \$5,715.68 | \$5,715.68   | \$9,144.00                 | \$9,144.00   | \$2,500.00            | \$2,500.00   | \$2,500.00                 | \$2,500.00   |
| Total    |           |                                 |          |                 |            | \$105,455.30 |                            | \$151,490.83 |                       | \$148,938.50 |                            | \$138,441.00 |

## EVALUATION TABULATION

Public Improvement Invitation for Bid - Concrete Improvements - Elmwood Golf Course Parking Lot and Cart Path

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EVALUATION TABULATION  
IFB No. 24-005 (EW2101)  
Concrete Improvements - Elmwood Golf Course Parking Lot and Cart Path

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**BID ALTERNATE NO. 1** (Table 1 of 2)

| BID ALTERNATE NO. 1 |           |                              |          |                 | A 5 Construction |             | American Dirt Contractors, LLC |             | Arc Valley Construction |             | Baha Construction, Inc. |             | Cedar Ridge Landscape, 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                   | 12        | REMOVE ASPHALT               | 976      | S.F.            | \$2.02           | \$1,971.52  | \$3.50                         | \$3,416.00  | \$5.05                  | \$4,928.80  | \$1.50                  | \$1,464.00  | \$1.25                     | \$1,220.00 |
| X                   | 13        | CONSTRUCT 4" CONCRETE        | 976      | S.F.            | \$9.50           | \$9,272.00  | \$7.42                         | \$7,241.92  | \$8.57                  | \$8,364.32  | \$9.35                  | \$9,125.60  | \$8.50                     | \$8,296.00 |
| X                   | 14        | EROSION AND SEDIMENT CONTROL | 1        | L.S.            | \$500.00         | \$500.00    | \$500.00                       | \$500.00    | \$1,096.60              | \$1,096.60  | \$300.00                | \$300.00    | \$150.00                   | \$150.00   |
| X                   | 15        | TRAFFIC CONTROL              | 1        | L.S.            | \$1,000.00       | \$1,000.00  | \$500.00                       | \$500.00    | \$684.96                | \$684.96    | \$350.00                | \$350.00    | \$300.00                   | \$300.00   |
| Total               |           |                              |          |                 |                  | \$12,743.52 |                                | \$11,657.92 |                         | \$15,074.68 |                         | \$11,239.60 |                            | \$9,966.00 |

**BID ALTERNATE NO. 1** (Table 2 of 2)

| BID ALTERNATE NO. 1 |           |                       |          |                 | Fedco, Inc |            | Impact Industrial Services |            | Lucky Dog Contracting |            | Wicked Outlaw Construction |            |
|---------------------|-----------|-----------------------|----------|-----------------|------------|------------|----------------------------|------------|-----------------------|------------|----------------------------|------------|
| Selected            | Line Item | Description           | Quantity | Unit of Measure | Unit Cost  | Total      | Unit Cost                  | Total      | Unit Cost             | Total      | Unit Cost                  | Total      |
| X                   | 12        | REMOVE ASPHALT        | 976      | S.F.            | \$0.77     | \$751.52   | \$1.00                     | \$976.00   | \$3.00                | \$2,928.00 | \$4.00                     | \$3,904.00 |
| X                   | 13        | CONSTRUCT 4" CONCRETE | 976      | S.F.            | \$8.21     | \$8,012.96 | \$7.50                     | \$7,320.00 | \$10.00               | \$9,760.00 | \$7.00                     | \$6,832.00 |

## EVALUATION TABULATION

IFB No. 24-005 (EW2101)

Concrete Improvements - Elmwood Golf Course Parking Lot and Cart Path

| BID ALTERNATE NO. 1 |           |                              |          |                 | Fedco, Inc |            | Impact Industrial Services |             | Lucky Dog Contracting |             | Wicked Outlaw Construction |             |
|---------------------|-----------|------------------------------|----------|-----------------|------------|------------|----------------------------|-------------|-----------------------|-------------|----------------------------|-------------|
| Selected            | Line Item | Description                  | Quantity | Unit of Measure | Unit Cost  | Total      | Unit Cost                  | Total       | Unit Cost             | Total       | Unit Cost                  | Total       |
| X                   | 14        | EROSION AND SEDIMENT CONTROL | 1        | L.S.            | \$250.00   | \$250.00   | \$5,051.84                 | \$5,051.84  | \$500.00              | \$500.00    | \$2,500.00                 | \$2,500.00  |
| X                   | 15        | TRAFFIC CONTROL              | 1        | L.S.            | \$500.00   | \$500.00   | \$3,759.20                 | \$3,759.20  | \$500.00              | \$500.00    | \$1,500.00                 | \$1,500.00  |
| Total               |           |                              |          |                 |            | \$9,514.48 |                            | \$17,107.04 |                       | \$13,688.00 |                            | \$14,736.00 |

## BID ALTERNATE NO. 2 (Table 1 of 2)

| BID ALTERNATE NO. 2 |           |                              |          |                 | A 5 Construction |             | American Dirt Contractors, LLC |             | Arc Valley Construction |             | Baha Construction, Inc. |             | Cedar Ridge Landscape, 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                   | 16        | REMOVE ASPHALT               | 4247     | S.F.            | \$2.02           | \$8,578.94  | \$3.50                         | \$14,864.50 | \$4.84                  | \$20,555.48 | \$1.50                  | \$6,370.50  | \$1.25                     | \$5,308.75  |
| X                   | 17        | CONSTRUCT 4" CONCRETE        | 5246     | S.F.            | \$9.50           | \$49,837.00 | \$7.42                         | \$38,925.32 | \$8.62                  | \$45,220.52 | \$9.35                  | \$49,050.10 | \$8.50                     | \$44,591.00 |
| X                   | 18        | EROSION AND SEDIMENT CONTROL | 1        | L.S.            | \$500.00         | \$500.00    | \$500.00                       | \$500.00    | \$3,945.98              | \$3,945.98  | \$1,000.00              | \$1,000.00  | \$400.00                   | \$400.00    |
| X                   | 19        | TRAFFIC CONTROL              | 1        | L.S.            | \$2,500.00       | \$2,500.00  | \$500.00                       | \$500.00    | \$684.96                | \$684.96    | \$600.00                | \$600.00    | \$500.00                   | \$500.00    |
| X                   | 20        | MOBILIZATION                 | 1        | L.S.            | \$1,500.00       | \$1,500.00  | \$500.00                       | \$500.00    | \$3,637.25              | \$3,637.25  | \$4,500.00              | \$4,500.00  | \$2,000.00                 | \$2,000.00  |
| Total               |           |                              |          |                 |                  | \$62,915.94 |                                | \$55,289.82 |                         | \$74,044.19 |                         | \$61,520.60 |                            | \$52,799.75 |

## EVALUATION TABULATION

Public Improvement Invitation for Bid - Concrete Improvements - Elmwood Golf Course Parking Lot and Cart Path

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 IFB No. 24-005 (EW2101)  
 Concrete Improvements - Elmwood Golf Course Parking Lot and Cart Path

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**BID ALTERNATE NO. 2** (Table 2 of 2)

| BID ALTERNATE NO. 2 |           |                              |          |                 | Fedco, Inc |             | Impact Industrial Services |             | Lucky Dog Contracting |             | Wicked Outlaw Construction |             |
|---------------------|-----------|------------------------------|----------|-----------------|------------|-------------|----------------------------|-------------|-----------------------|-------------|----------------------------|-------------|
| Selected            | Line Item | Description                  | Quantity | Unit of Measure | Unit Cost  | Total       | Unit Cost                  | Total       | Unit Cost             | Total       | Unit Cost                  | Total       |
| X                   | 16        | REMOVE ASPHALT               | 4247     | S.F.            | \$0.77     | \$3,270.19  | \$1.00                     | \$4,247.00  | \$3.00                | \$12,741.00 | \$4.00                     | \$16,988.00 |
| X                   | 17        | CONSTRUCT 4" CONCRETE        | 5246     | S.F.            | \$8.21     | \$43,069.66 | \$7.50                     | \$39,345.00 | \$10.00               | \$52,460.00 | \$6.00                     | \$31,476.00 |
| X                   | 18        | EROSION AND SEDIMENT CONTROL | 1        | L.S.            | \$250.00   | \$250.00    | \$6,003.68                 | \$6,003.68  | \$500.00              | \$500.00    | \$2,500.00                 | \$2,500.00  |
| X                   | 19        | TRAFFIC CONTROL              | 1        | L.S.            | \$500.00   | \$500.00    | \$6,009.20                 | \$6,009.20  | \$500.00              | \$500.00    | \$2,000.00                 | \$2,000.00  |
| X                   | 20        | MOBILIZATION                 | 1        | L.S.            | \$2,478.41 | \$2,478.41  | \$6,509.20                 | \$6,509.20  | \$1,000.00            | \$1,000.00  | \$2,500.00                 | \$2,500.00  |
| Total               |           |                              |          |                 |            | \$49,568.26 |                            | \$62,114.08 |                       | \$67,201.00 |                            | \$55,464.00 |

EVALUATION TABULATION  
IFB No. 24-005 (EW2101)  
Concrete Improvements - Elmwood Golf Course Parking Lot and Cart Path

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**VENDOR QUESTIONNAIRE PASS/FAIL**

| Question Title                                           | A 5 Construction | American Dirt Contractors, LLC | Arc Valley Construction | Baha Construction, Inc. | Cedar Ridge Landscape, Inc | Fedco, Inc | Impact Industrial Services | Lucky Dog Contracting | Wicked Outlaw Construction |
|----------------------------------------------------------|------------------|--------------------------------|-------------------------|-------------------------|----------------------------|------------|----------------------------|-----------------------|----------------------------|
| BID GUARANTEE                                            | Pass             | Pass                           | Pass                    | Pass                    | Pass                       | Pass       | Pass                       | Pass                  | Pass                       |
| CONFIRMATION OF UNDERSTANDING AND OFFER                  | Pass             | Pass                           | Pass                    | Pass                    | Pass                       | Pass       | Pass                       | Pass                  | Pass                       |
| NAME, TITLE, AND CONTACT INFORMATION                     | Pass             | Pass                           | Fail                    | Pass                    | Pass                       | Pass       | Pass                       | Pass                  | Pass                       |
| ACKNOWLEDGEMENTS                                         |                  |                                |                         |                         |                            |            |                            |                       |                            |
| AFFIRMATIVE ACTION PLAN REQUIREMENT:                     | Pass             | Pass                           | Pass                    | Pass                    | Pass                       | Pass       | Pass                       | Pass                  | Pass                       |
| INSURANCE REQUIREMENTS                                   | Pass             | Pass                           | Pass                    | Pass                    | Pass                       | Pass       | Pass                       | Pass                  | Pass                       |
| COLORADO LABOR REQUIREMENT:                              | Pass             | Pass                           | Pass                    | Pass                    | Pass                       | Pass       | Pass                       | Pass                  | Pass                       |
| SALES AND/OR USE TAX INFORMATION                         | Pass             | Pass                           | Pass                    | 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       | Pass                       | Pass                  | Pass                       |
| Convicted under state or federal statutes                | Pass             | Pass                           | Pass                    | Pass                    | Pass                       | Pass       | Pass                       | Pass                  | Pass                       |

## EVALUATION TABULATION

IFB No. 24-005 (EW2101)

Concrete Improvements - Elmwood Golf Course Parking Lot and Cart Path

| Question Title                                            | A 5<br>Construction | American Dirt<br>Contractors,<br>LLC | Arc Valley<br>Construction | Baha<br>Construction,<br>Inc. | Cedar Ridge<br>Landscape,<br>Inc | Fedco, Inc | Impact<br>Industrial<br>Services | Lucky Dog<br>Contracting | Wicked<br>Outlaw<br>Construction |
|-----------------------------------------------------------|---------------------|--------------------------------------|----------------------------|-------------------------------|----------------------------------|------------|----------------------------------|--------------------------|----------------------------------|
| Convicted under state<br>or federal antitrust<br>statutes | Pass                | Pass                                 | Pass                       | Pass                          | Pass                             | Pass       | Pass                             | Pass                     | Pass                             |
| Failed to perform                                         | Pass                | Pass                                 | Pass                       | Pass                          | Pass                             | Pass       | Pass                             | Pass                     | Pass                             |
| Suspension or<br>Debarment                                | Pass                | Pass                                 | Pass                       | Pass                          | Pass                             | Pass       | Pass                             | Pass                     | Pass                             |
| Unqualified                                               | Pass                | Pass                                 | Pass                       | Pass                          | Pass                             | Pass       | Pass                             | Pass                     | Pass                             |
| Unlicensed                                                | Pass                | Pass                                 | Pass                       | Pass                          | Pass                             | Pass       | Pass                             | Pass                     | Pass                             |
| Delinquent                                                | Pass                | Pass                                 | Pass                       | Pass                          | Pass                             | Pass       | Pass                             | Pass                     | Pass                             |
| Confirmation                                              | Pass                | Pass                                 | Pass                       | Pass                          | Pass                             | Pass       | Pass                             | Pass                     | Pass                             |

## EVALUATION TABULATION

Public Improvement Invitation for Bid - Concrete Improvements - Elmwood Golf Course Parking Lot and Cart Path

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**PURCHASING DEPARTMENT**

Naomi Hedden  
Director of Purchasing  
230 S. Mechanic Street  
Pueblo, CO 81003  
719-553-2350 phone  
719-553-2351 fax  
[purchasing@pueblo.us](mailto:purchasing@pueblo.us)  
[www.pueblo.us/purchasing](http://www.pueblo.us/purchasing)

July 15, 2024

Fedco, Inc.  
Attn: Dick Federico  
2037 Pepper Lane  
Pueblo, CO 81005  
Email: [fedcopuebloco@gmail.com](mailto:fedcopuebloco@gmail.com)

Ref: 24-005 Concrete Improvements – Elmwood Golf Course Parking Lot and Cart Path

Dear Mr. Federico:

This letter is in response to your email to me dated July 12, 2024, requesting an extension of the five-day appeal period specified in the City of Pueblo's Purchasing Policy, Section 3.3. The Purchasing Policy specifically states that "The Bidder may appeal such determination by timely filing a written protest with the Purchasing Agent no later than five (5) business days after the date of the determination." The Purchasing Policies are enacted by ordinance, and I do not have the authority to extend the date. The five-day period expires today, July 15, at 4:00 PM.

Sincerely,

A handwritten signature in black ink that reads "Naomi Hedden" followed by a horizontal line.

Naomi Hedden  
Director of Purchasing

Cc: Public Works  
City Attorney



Naomi Hedden  
Director of Purchasing  
230 S. Mechanic Street  
Pueblo, CO 81003  
719-553-2350 phone  
719-553-2351 fax  
[purchasing@pueblo.us](mailto:purchasing@pueblo.us)  
[www.pueblo.us/purchasing](http://www.pueblo.us/purchasing)

**PURCHASING DEPARTMENT**

July 8, 2024

Fedco, Inc.  
Attn: Dick Federico  
2037 Pepper Lane  
Pueblo, CO 81005  
Email: [fedcopuebloco@gmail.com](mailto:fedcopuebloco@gmail.com)

Ref: 24-005 Concrete Improvements – Elmwood Golf Course Parking Lot and Cart Path

Dear Mr. Federico:

I have reviewed the submittals for the above reference project. Pursuant to Section 1-10-4(d)(9), P.M.C., I have determined that you are not a responsible bidder for this project and your bid has therefore been disqualified.

The basis of this determination is as follows:

- 1) In 2004, the City rescinded the award of two contracts previously awarded to Fedco, Inc. due to you, as Fedco, Inc.'s owner, not providing the required documentation after three months of the City trying to obtain it.
- 2) In 2016, the City found that the performance on two City projects from 2014 was materially unsatisfactory due to the installation of incorrect materials, untimely payment of subcontractors, and lack of communications.
- 3) Fedco, Inc. continues to have performance issues similar to the foregoing which are indicative that it does not have the integrity and reliability which will assure good faith performance of a contract of this type including,  
(a) In 2018 Fedco, Inc. defaulted on two separate contracts awarded by another local municipality. Said municipality was required to call the surety bonds to complete both projects; and (b) A 2021 Better Business Bureau review raised similar performance issues with respect to a simple home build project.

You may appeal this Determination of Non-responsibility of Bidder by timely filing a written protest with me at [purchasing@pueblo.us](mailto:purchasing@pueblo.us) no later than five (5) business days after the date of this letter. The written protest must state the specific basis upon which the bidder maintains that the determination is in error and include all exhibits, evidence and documents supporting the protest. The written protest and the procurement file shall be submitted to the Committee of Awards. The Committee of Awards may utilize any means and methods appropriate to bring the matter to a resolution including the power to issue subpoenas and administer oaths. No right, however, is granted the bidder to a hearing as the awarding of contracts is and remains a legislative act. The decision of the Committee of Awards shall be final and not subject to further appeal.

Sincerely,

A handwritten signature in black ink that reads "Naomi Hedden". The signature is fluid and cursive, with a long horizontal line extending from the end of the name.

Naomi Hedden  
Director of Purchasing

Cc: Public Works  
City Attorney



**Background Paper for Proposed  
Resolution**

**COUNCIL MEETING DATE:** August 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 APPROVING CONTRACT AMENDMENT NO. 1 IN THE AMOUNT OF \$55,032.44 TO A5 CONSTRUCTION, LLC., FOR PROJECT NO. 24-003, CONCRETE IMPROVEMENTS – CHEYENNE AVENUE (19TH TO 29TH), AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

**SUMMARY:**

This Resolution approves Contract Amendment No. 1 in the amount of \$55,032.44 to A5 Construction, LLC, for Project No. 24-003 Concrete Improvements – Cheyenne Avenue (19th to 29th).

**PREVIOUS COUNCIL ACTION:**

Resolution 15526, dated March 11, 2024, awarded a Construction Contract, in the amount of \$373,877, to A5 Construction, LLC, and set forth \$75,123 for contingencies and additional work, for Project No. 24-003 Concrete Improvements – Cheyenne Avenue (19th to 29th).

**BACKGROUND:**

The original project, awarded to A5 Construction, LLC, consisted of concrete improvements for ADA compliance along Cheyenne Avenue between 19th and 29th Streets. Contract Amendment No. 1 reflects the cost to remobilize after Black Hills Energy moved the power pole, additional traffic control after demobilization, and to replace additional sidewalk for ADA compliance. The cost of the additional work exceeds the threshold for administrative approval of a change order and a contract amendment will be required to award and complete the additional work.

This Resolution approves an amendment to increase the contract award amount previously awarded to A5 Construction, LLC.

**FINANCIAL IMPLICATIONS:**

Funding in the amount of \$55,032.44 will be paid from Project Account CI2415, Street Rehabilitation.

**BOARD/COMMISSION RECOMMENDATION:**

None.

**STAKEHOLDER PROCESS:**

None.

**ALTERNATIVES:**

Denial of this Resolution would cancel the additional work necessary to complete the project.

**RECOMMENDATION:**

Approval of the Resolution.

**ATTACHMENTS:**

1. 24-003 Amendment No 1 - A5 Construction - Concrete Improvements-Cheyennne Ave 19th to 29th
2. 24-003 Contract Documents A5 Construction-Concrete Improvements-Cheyenne Avenue (19th to 29th)

RESOLUTION NO. 15706

A RESOLUTION APPROVING CONTRACT AMENDMENT NO. 1 IN THE AMOUNT OF \$55,032.44 TO A5 CONSTRUCTION, LLC., FOR PROJECT NO. 24-003, CONCRETE IMPROVEMENTS – CHEYENNE AVENUE (19TH TO 29TH), AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

WHEREAS, a Construction Contract was awarded to A5 Construction, LLC, under Contract Number 24-003; and

WHEREAS, a contract amendment is requested for the purpose of constructing additional sidewalk to complete the project; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Contract Amendment No. 1 to the Construction Contract for Concrete Improvements – Cheyenne Avenue (19th to 29th) with A5 Construction, LLC, Project No. 24-003, in the amount of \$55,032.44, a copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved, and City Council authorizes the additional work contemplated by the Amendment.

SECTION 2.

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

SECTION 3.

Funds for Project 24-003 shall be from Project Account CI2415, Street Rehabilitation.

SECTION 4.

The officers and staff of the City of Pueblo are authorized to perform any and all acts consistent with this Resolution and the Amendment to implement the policies and procedures described herein. Furthermore, all actions previously taken by officers and staff of the City consistent with the Amendment, including any payments authorized under the contract, are hereby ratified.

SECTION 5.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: August 12, 2024

BY: Regina Maestri  
MEMBER OF CITY COUNCIL

APPROVED: Mark Duff  
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 August 13, 2024, by and between the City of Pueblo, a Municipal Corporation ("City") and A5 Construction, LLC, a Colorado Limited Liability Company ("Contractor").

WHEREAS, City and Contractor entered into that certain construction contract dated March 26, 2024, for Bid 24-003 (CI2415) Concrete Improvements – Cheyenne Avenue 19<sup>th</sup> to 29<sup>th</sup> (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, including, but not limited to, furnishing Performance and Payment Bonds in compliance with Section 5.20 of the Invitation for Bid. The Performance and Payment Bonds shall be in the total amount of \$499,681.44, which amount includes the original contract amount of \$373,877.00, Change Order No. 1 in the amount of \$70,772.00, and the additional contract amount of \$55,032.44 contemplated by the additional work to be performed under this Amendment. The time for completion of all work under the Construction Agreement including the additional work to be performed under this Amendment shall be increased by twenty (20) 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.

**A 5 CONSTRUCTION, LLC**

By \_\_\_\_\_  
Greg Archambault, Managing Member

**CITY OF PUEBLO, A MUNICIPAL CORPORATION**

By \_\_\_\_\_  
Naomi Hedden, Director of Purchasing

ATTEST:

\_\_\_\_\_  
Marisa Stoller, City Clerk

BALANCE OF APPROPRIATION EXISTS FOR  
THIS CONTRACT AND FUNDS ARE AVAILABLE:

\_\_\_\_\_  
Mayor Heather Graham for Director of Finance

APPROVED AS TO FORM  
DEPARTMENT OF LAW:

\_\_\_\_\_  
Robert P. Jagger, Deputy City Attorney



**EXHIBIT 1**  
**REQUEST FOR QUOTATIONS**

Bid 24-003 (CI2415) Concrete Improvements – Cheyenne Avenue (19<sup>th</sup> to 29<sup>th</sup>)

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 |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|---------------------------------|
| <ul style="list-style-type: none"><li>• Remobilize after Black Hills Energy moves power pole.</li><li>• Additional traffic control after remobilization.</li><li>• Replace additional sidewalk for ADA compliance.</li></ul> | Lump Sum | \$55,032.44                     |

(Fifty Five Thousand Thirty Two and 44/100-----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.

**A 5 CONSTRUCTION, LLC**

By: \_\_\_\_\_  
Greg Archambault, Managing Member

## CONTRACT AGREEMENT

THIS AGREEMENT made and entered into this 26th day of March, 2024, by and between the City of Pueblo, a Municipal Corporation, hereinafter referred to in the Contract Documents as the "City", and A 5 Construction, LLC, a Colorado Limited Liability Company, hereinafter referred to in the Contract Documents as "Contractor".

WITNESSETH, in consideration of the sum to be paid by the City to the Contractor at the time and in the manner hereinafter provided, the said Contractor has agreed, and does hereby agree, to furnish all labor, tools, equipment and material and to pay for all such items, and to construct complete in every detail, To-Wit;

**Bid No: 24-003 (CI2415)**  
**Bid Name: Concrete Improvements - Cheyenne Avenue (19th to 29th)**

At the prices bid, in accordance with the drawings and specifications, and all Contract Documents for this project which are on file and available for inspection in the office of the Director of Public Works of Pueblo, all to the satisfaction of the Director of Public Works for the City of Pueblo.

AND FOR SAID CONSIDERATION, IT IS FURTHER AGREED BY AND BETWEEN THE PARTIES TO THIS AGREEMENT AS FOLLOWS:

1. Construction and installation of the above enumerated work for the City shall be completed and ready for use in accordance with the time of completion described in the Proposal Form of this Contract. This time shall be extended only for those periods set forth in the Contract Documents and in accordance with the requirements of same.
2. The work and material for the project covered by the Contract Documents shall be completely installed and delivered to the City within the time above stated, clear and free from any and all liens, claims and demands of any kind.
3. The full compensation to be paid to the Contractor by the City, pursuant to the terms of this Contract, shall be payable as provided in the Contract Documents.
4. This Contract consists of the following components, parts, and documents, all of which taken together constitute and are referred to as the Contract Documents, and the same are incorporated as part of the Contract as if set out herein verbatim, whether the same have been attached hereto or not:

Contract (This Instrument)  
Performance Bond  
Payment Bond  
Notice to Proceed  
Notice of Award  
Contractor's Proposal  
Addendum No. 1  
Invitation For Bids

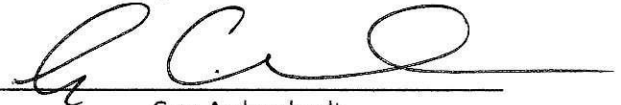
5. The ***Standard Construction Specifications and Standard Details for City of Pueblo, Colorado***, adopted April 11, 2022, and as most recently amended, are hereby included by reference and all provisions thereof shall be applicable.
6. Title XII, Chapter 2, of the 1971 Code of Ordinances, City of Pueblo, adopted by Ordinance No. 3476, and amended by Ordinance No. 4476 and 5229, shall be considered a part of this contract.

(Contract Agreement – Page 2)

7. Title I, Chapter 8, of the 1971 Code of Ordinances, City of Pueblo, adopted by Ordinance No. 4479, shall be considered a part of the contract.
8. All the covenants and agreements set forth in the Contract Documents shall inure to the benefit of and be binding upon City and Contractor and their respective heirs, legal successors and assigns and shall be governed by the laws of the State of Colorado.
9. This Contract 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.

**A 5 CONSTRUCTION, LLC**

By   
Greg Archambault

Title Managing Member

**PUEBLO, A MUNICIPAL CORPORATION**

DocuSigned by:  
By   
661514DB28C0A90  
Naomi Hedden, Director of Purchasing

ATTEST:

DocuSigned by:  
  
7C02EB0F56843  
Wanda Stoller, City Clerk



BALANCE OF APPROPRIATION EXISTS FOR  
THIS CONTRACT AND FUNDS ARE AVAILABLE:

DocuSigned by:  
  
ALEXANDER ROMERO, Director of Finance

APPROVED AS TO FORM:

DocuSigned by:  
  
33961101696A5D0  
Carla Sikes, City Attorney

Copy - Original on File at Purchasing Department

**PERFORMANCE BOND**Bond Number 906225601**KNOW ALL MEN BY THESE PRESENTS:**

That we A 5 Construction, LLC, a Colorado Limited Liability Company, hereinafter called "Principal" and

The Ohio Casualty Insurance Company

Surety

175 Berkeley Street  
of Boston, MA 02116, State of NH, hereinafter called the "Surety", are held and firmly bound unto the City of Pueblo, a Municipal Corporation, hereinafter called "City", in the penal sum of:

Three Hundred Seventy-Three Thousand Eight Hundred Seventy-Seven Dollars and 00/100----- (\$373,877.00)

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the City, dated the 26th day of March 2024, a copy of which is hereto attached and made a part hereof for the construction of:

**Bid No.: 24-003 (CI2415)**

**Bid Name: Concrete Improvements - Cheyenne Avenue (19th to 29th)**

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions and agreements of said contract during the original term thereof (including all warranty periods), and any extensions thereof which may be granted by the City, with or without notice to the Surety, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the City from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the City all outlay and expense which the City may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder or to the specifications accompanying the same shall in any way effect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the specifications.

PROVIDED, FURTHER, that no final settlement between the City and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

(Signature Page Follows)

(Performance Bond – Page 2)

IN WITNESS WHEREOF, this instrument is executed on the 26th day of March 2024.

ATTEST:

By N/A - Greg Archambault is sole owner  
Principal Secretary

**A 5 Construction, LLC**

Principal

By

  
Greg Archambault

Title Managing Member, Sole Owner

(SEAL)

P.O. Box 7267 / Pueblo West, CO 81007  
(Address)

By

  
(Witness as to Principal) Mike Winters

1275 E. McAuliffe Lane / Pueblo West, CO 81007  
(Address)

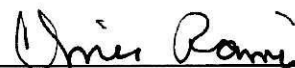
**The Ohio Casualty Insurance Company**

Surety

ATTEST:

By N/A  
(Surety) Attorney-In-Fact

By

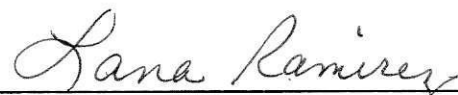
  
Attorney-In-Fact Chris Ramirez

It's Principal Office...

(SEAL)

175 Berkeley Street / Boston, MA 02116  
(Address)

By

  
(Witness as to Surety) Lana Ramirez

7704 S. Brentwood St. / Littleton, CO 80128  
(Address)

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is a Partnership, all partners shall execute the bond.

**PAYMENT BOND**Bond Number 906225601**KNOW ALL MEN BY THESE PRESENTS:**

That we A 5 Construction, LLC, a Colorado Limited Liability Company, hereinafter called "Principal" and

The Ohio Casualty Insurance Company

Surety

175 Berkeley Street  
of Boston, MA 02116, State of NH, hereinafter called the "Surety", are held and firmly bound unto the City of Pueblo, a Municipal Corporation, hereinafter called "City", in the penal sum of:

Three Hundred Seventy-Three Thousand Eight Hundred Seventy-Seven Dollars and 00/100----- (\$373,877.00)

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the City, dated the 26th day of March 2024, a copy of which is hereto attached and made a part hereof for the construction of:

**Bid No.:** 24-003 (CI2415)

**Bid Name:** Concrete Improvements - Cheyenne Avenue (19th to 29th)

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, supplies, lubricants, oil, gasoline, rental machinery, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by subcontractors or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder or to the specifications accompanying the same shall in any way effect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

PROVIDED, FURTHER, that no final settlement between the City and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

(Signature Page Follows)



(Payment Bond – Page 2)

IN WITNESS WHEREOF, this instrument is executed on the 26th day of March 2024.

ATTEST:

By N/A - Greg Archambault is sole owner  
Principal Secretary

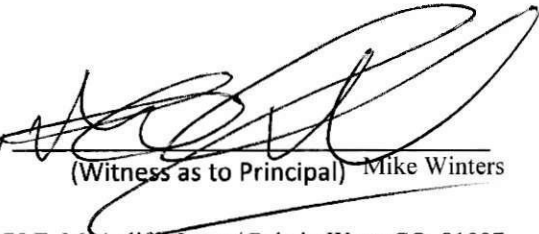
**A 5 Construction, LLC**

Principal

By   
Greg Archambault

Title Managing Member, Sole Owner

(SEAL)

By   
(Witness as to Principal) Mike Winters  
1275 E. McAuliffe Lane / Pueblo West, CO 81007  
(Address)

P.O. Box 7267 / Pueblo West, CO 81007  
(Address)

**The Ohio Casualty Insurance Company**  
Surety

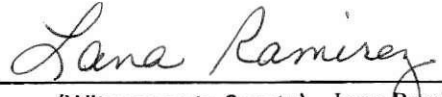
ATTEST:

By N/A  
(Surety) Attorney-In-Fact

By   
Attorney-In-Fact Chris Ramirez

It's Principal Office...

(SEAL)

By   
(Witness as to Surety) Lana Ramirez  
7704 S. Brentwood St. / Littleton, CO 80128  
(Address)

175 Berkeley Street / Boston, MA 02116  
(Address)

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is a Partnership, all partners shall execute the bond.



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

Certificate No: **8201695-969737**

## POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Betsy Bachechi, Amber Eichstedt, Dick Minick, Chris Ramirez

all of the city of Albuquerque state of New Mexico each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 31st day of July, 2019.



Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

By:

David M. Carey  
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss  
County of MONTGOMERY

On this 31st day of July, 2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Teresa Pastella, Notary Public  
Upper Merion Twp., Montgomery County  
My Commission Expires March 28, 2021  
Member, Pennsylvania Association of Notaries

By:

Teresa Pastella  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

### ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

### ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 26th day of March, 2024.



By:

Renee C. Llewellyn  
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



## NOTICE TO PROCEED

March 26, 2024

A 5 Construction, LLC  
406 S. Saguache Dr.  
Pueblo West, CO 81007

Ref: Bid No: 24-003 (CI2415)  
Bid Name: Concrete Improvements - Cheyenne Avenue (19th to 29th)

You are hereby authorized to proceed on March 26, 2024, or within three (3) consecutive calendar days thereafter with construction of the above referenced project as set forth in the Contract Documents.

The Bid Bond submitted with your Proposal may now be cancelled by your Surety.

Sincerely,

DocuSigned by:  
  
418AB0234B8D4D5...

Andrew E. Hayes, P.E.  
Director of Public Works

## NOTICE OF AWARD

March 13, 2024

A 5 Construction, LLC  
406 S. Saguache Dr.  
Pueblo West, CO 81007

Ref: Bid No: 24-003 (CI2415)  
Bid Name: Concrete Improvements - Cheyenne Avenue (19th to 29th)

The City of Pueblo hereby accepts your proposal submitted on February 14, 2024, for the construction of the referenced project. It appears that your proposal in the amount of \$373,877.00 for the Total Base Bid is fair, equitable, and in the best interest of the City.

In accordance with the terms of the Contract Documents, you are required to execute the formal Contract Agreement and furnish the required Payment and Performance Bonds, within ten (10) business days from and including the date of this notice.

The Proposal Guaranty submitted with your proposal will be returned upon execution of the Contract Agreement and the furnishing of the Payment and Performance Bonds. In the event you should fail to execute the Contract Agreement and furnish the Payment and Performance Bonds within the time specified, said Proposal Guaranty will be retained by said City as liquidated damages and not as penalty, for the delay and extra work caused thereby.

Sincerely,

A handwritten signature in black ink, appearing to read "Naomi Hedden", followed by a horizontal line.

Naomi C. Hedden  
Director of Purchasing



City of Pueblo  
Purchasing  
Naomi Hedden, Director  
230 S. Mechanic St., Pueblo, CO 81003

RESPONSE DOCUMENT REPORT  
IFB No. 24-003 (CI2415)  
Concrete Improvements - Cheyenne Avenue (19th to 29th)  
RESPONSE DEADLINE: February 14, 2024 at 10:00 am  
Report Generated: Monday, February 26, 2024

A 5 Construction Response

CONTACT INFORMATION

**Company:**  
A 5 Construction

**Email:**  
greg@a5construction.net

**Contact:**  
Gregory Archambault

**Address:**  
406 S. Saguache  
Pueblo West, CO 81007

**Phone:**  
N/A

**Website:**  
N/A

**Submission Date:**  
Feb 13, 2024 9:35 AM

RESPONSE DOCUMENT REPORT  
IFB No. 24-003 (CI2415)  
Concrete Improvements - Cheyenne Avenue (19th to 29th)

---

ADDENDA CONFIRMATION

Addendum #1  
*Confirmed Feb 12, 2024 10:09 AM by Gregory Archambault*

QUESTIONNAIRE

1. BID GUARANTEE\*

Pass

To submit a bid bond - Please download the document provided below, complete, and upload.

To submit a certified check, cashier's check, or money order - **Please scan and upload a copy of your check or money order. The original check or money order must be delivered to the Purchasing Department in person or via mail by the bid submittal deadline date.**

If sending by mail the envelope must be addressed to:

City of Pueblo Purchasing Department  
230 S. Mechanic Street  
Pueblo, CO 81003

The Bid Number and Name must be listed clearly on the outside of the envelope.

- [Bid Bond.pdf](#)

IMG\_20240207\_0002.pdf

2. CONFIRMATION OF UNDERSTANDING AND OFFER\*

Pass

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RESPONSE DOCUMENT REPORT  
Public Improvement Invitation for Bid - Concrete Improvements - Cheyenne Avenue (19th to 29th)  
Page 2

RESPONSE DOCUMENT REPORT

IFB No. 24-003 (CI2415)

Concrete Improvements - Cheyenne Avenue (19th to 29th)

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Bidders are responsible for obtaining, reading, and carefully examining the entire Contract Documents package, including any Addenda, prior to submitting a bid. Confirming below will serve as the Bidder's acknowledgement of understanding and ability to comply with all requirements and conditions of this project and that all mandatory submittals are included in this bid proposal.

**Confirmation must be made by an agent who is legally authorized to bind the company.**

By confirming below Bidder 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 pricing schedule.

The Contract shall be awarded to the responsible bidder submitting the lowest and most responsive bid on the basis of the Total Base Bid plus any Bid Alternates selected. Award shall be at the sole discretion of the City.

The sum of the Total Base Bid plus all Bid Alternates shall be the basis for establishing the Bid Bond amount. The sum of the Total Base Bid plus any Bid Alternates selected by the City shall be the basis for establishing the amount of the Payment and Performance Bonds for this Contract.

Quantities shown on the pricing schedule are subject to additions or reductions. The City reserves the right to adjust the required quantities as necessary. Additional quantities shall be furnished by Bidder at the unit price quoted. The time allowed for construction shall be adjusted in direct proportion to the difference of the adjusted quantities to the estimated quantities.

By confirming below Bidder acknowledges that they have 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. Downloaded plans/drawings must be printed as "Actual Size"; scaling is NOT correct when printed using other options. It is the Bidder's sole responsibility to ensure plans are printed correctly and to inform third-party printers of this information. The City is not responsible for bidding errors resulting from Bidder's failure to follow this requirement.

The Bidder, if awarded the Contract, agrees to complete and file the Contract Agreement and Payment and Performance Bonds within ten (10) days of the date of Notice of Award, and further agrees to complete the work within 90 calendar days from Notice to Proceed. Liquidated damages will be assessed in accordance with the GENERAL PROVISIONS.

Bidders shall not add any conditions or qualifying statements to this bid. If such items are added the bid may be declared nonresponsive and rejected.

Bidder shall be subject to all applicable City, County, State, and Federal Taxes in the performance of this Contract.

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RESPONSE DOCUMENT REPORT

Public Improvement Invitation for Bid - Concrete Improvements - Cheyenne Avenue (19th to 29th)

Page 3

RESPONSE DOCUMENT REPORT

IFB No. 24-003 (CI2415)

Concrete Improvements - Cheyenne Avenue (19th to 29th)

---

Confirmed

**3. NAME, TITLE, AND CONTACT INFORMATION\***

*Pass*

Enter the Name, Title, and Contact Information, **including phone number and email address**, of the person providing the Confirmation of Understanding and Offer.

Greg Archambault, President, 719-924-0224, greg@a5construction.net

**4. ACKNOWLEDGEMENTS**

**AFFIRMATIVE ACTION PLAN REQUIREMENT:\***

*Pass*

In accordance with [LABOR PROVISIONS](#), Section 2: Nondiscrimination and Equal Employment Opportunity Requirements, the bidder hereby acknowledges that they have a written affirmative action plan which declares that the Contractor and its Subcontractor(s) do not discriminate on the basis of race, color, religion, creed, national origin, sex or age. Bidder further understands that the written plan must be submitted to the City of Pueblo Purchasing Department (and the applicable federal agency in the case of Federally funded projects) within ten (10) days of the award of contract.

Neither the receipt by the City of this completed form, nor of any Affirmative Action Plan submitted by any bidder, contractor, or subcontractor, shall constitute any determination by the City of the adequacy of any Affirmative Action Plan.

Please confirm your acknowledgment of the above statement:

Confirmed

**INSURANCE REQUIREMENTS\***

*Pass*

---

RESPONSE DOCUMENT REPORT

Public Improvement Invitation for Bid - Concrete Improvements - Cheyenne Avenue (19th to 29th)

Page 4

RESPONSE DOCUMENT REPORT

IFB No. 24-003 (CI2415)

Concrete Improvements - Cheyenne Avenue (19th to 29th)

---

Bidder hereby acknowledges understanding of the insurance requirements as set forth in [GENERAL PROVISIONS](#), INDEMNITY AND INSURANCE: CONTRACTOR'S INSURANCE and certifies that they are in compliance with these requirements or will be upon award.

Please confirm your acknowledgment of the above statement:

Confirmed

COLORADO LABOR REQUIREMENT:\*

Pass

The bidder named below hereby acknowledges understanding of the Colorado labor requirement as set forth in [GENERAL PROVISIONS](#), CONTRACTOR'S WORKING CONDITIONS: LABOR, sub-paragraph (b) and certifies that they are in compliance with this provision or will be upon award.

Please confirm your acknowledgment of the above statement:

Confirmed

SALES AND/OR USE TAX INFORMATION\*

Pass

**CITY OF PUEBLO SALES OR USE TAX –**

The Contractor and any Subcontractors shall pay all applicable City of Pueblo Sales or Use taxes. All General Contractors and Subcontractors are mandated to be licensed with the City of Pueblo Sales Tax Office. Please refer any questions on City Sales or Use Taxes to the City of Pueblo, Department of Finance. Their telephone number is (719) 553-2659.

Please note, there are NO tax-exempt projects within the City of Pueblo.

**STATE OF COLORADO SALES OR USE TAX –**

The exemption of building materials from State Sales or Use Tax in Colorado Revised Statutes applies only to the State of Colorado Sales or Use Taxes. Please refer any questions on State Taxes to the State of Colorado, Department of Revenue.

**PUEBLO COUNTY SALES OR USE TAX –**

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RESPONSE DOCUMENT REPORT

Public Improvement Invitation for Bid - Concrete Improvements - Cheyenne Avenue (19th to 29th)

Page 5

RESPONSE DOCUMENT REPORT

IFB No. 24-003 (CI2415)

Concrete Improvements - Cheyenne Avenue (19th to 29th)

---

The State of Colorado collects all sales or use tax for the County of Pueblo; therefore, any exemption allowed by the State applies to the County.

Please confirm you acknowledge the above statements:

Confirmed

**5. Has/is this firm or any officer or partner of this firm:**

CONVICTED OF A CRIMINAL OFFENSE\*

*Pass*

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?

No

CONVICTED UNDER STATE OR FEDERAL STATUTES\*

*Pass*

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?

No

CONVICTED UNDER STATE OR FEDERAL ANTITRUST STATUTES\*

*Pass*

Been convicted under state or federal antitrust statutes arising out of the submission of bids or proposals?

No

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RESPONSE DOCUMENT REPORT

Public Improvement Invitation for Bid - Concrete Improvements - Cheyenne Avenue (19th to 29th)

Page 6



RESPONSE DOCUMENT REPORT

IFB No. 24-003 (CI2415)

Concrete Improvements - Cheyenne Avenue (19th to 29th)

---

FAILED TO PERFORM\*

*Pass*

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?

No

SUSPENSION OR DEBARMENT\*

*Pass*

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?

No

UNQUALIFIED\*

*Pass*

Unqualified or financially unable to timely perform the work?

No

UNLICENSED \*

*Pass*

Unlicensed or unable to be duly licensed to perform the work on the date of the contract award?

No

DELINQUENT\*

*Pass*

---

RESPONSE DOCUMENT REPORT

Public Improvement Invitation for Bid - Concrete Improvements - Cheyenne Avenue (19th to 29th)

Page 7

RESPONSE DOCUMENT REPORT  
IFB No. 24-003 (CI2415)  
Concrete Improvements - Cheyenne Avenue (19th to 29th)

---

Delinquent in making payment of any City taxes for which the tax liability has been finally determined and no further right of appeal exists?

No

CONFIRMATION \*  
*Pass*

By acknowledging and confirming below Bidder 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, Bidder’s submittal will be rejected.

Please confirm your acknowledgment of the above statement and questions/sub-questions:

Confirmed

PRICE TABLES

| BASE BID  |                               |          |                 |           |             |
|-----------|-------------------------------|----------|-----------------|-----------|-------------|
| Line Item | Description                   | Quantity | Unit of Measure | Unit Cost | Total       |
| 1         | Unclassified Excavation       | 12       | CY              | \$100.00  | \$1,200.00  |
| 2         | Remove Asphalt                | 2,984    | SF              | \$4.00    | \$11,936.00 |
| 3         | Remove Curb and Gutter        | 1,436    | LF              | \$9.00    | \$12,924.00 |
| 4         | Remove Concrete               | 3,133    | SF              | \$4.00    | \$12,532.00 |
| 5         | Remove 7" Reinforced Concrete | 1,653    | SF              | \$5.00    | \$8,265.00  |
| 6         | Remove Curb Head              | 142      | LF              | \$5.00    | \$710.00    |

## RESPONSE DOCUMENT REPORT

IFB No. 24-003 (CI2415)

Concrete Improvements - Cheyenne Avenue (19th to 29th)

| Line Item    | Description                               | Quantity | Unit of Measure | Unit Cost   | Total               |
|--------------|-------------------------------------------|----------|-----------------|-------------|---------------------|
| 7            | Construct Curb Head                       | 735      | LF              | \$22.00     | \$16,170.00         |
| 8            | Construct Curb and Gutter                 | 1,436    | LF              | \$38.00     | \$54,568.00         |
| 9            | Construct 4" Concrete                     | 14,348   | SF              | \$8.00      | \$114,784.00        |
| 10           | Construct 6" Concrete                     | 4,742    | SF              | \$9.50      | \$45,049.00         |
| 11           | Construct 7" Reinforced Concrete          | 1,653    | SF              | \$11.00     | \$18,183.00         |
| 12           | Construct Asphalt Roadway Patch           | 3,062    | SF              | \$8.00      | \$24,496.00         |
| 13           | Relocate Fence                            | 200      | LF              | \$12.00     | \$2,400.00          |
| 14           | Relocate Sign                             | 14       | EA              | \$150.00    | \$2,100.00          |
| 15           | Install Tactile Band 24"x30"              | 68       | EA              | \$160.00    | \$10,880.00         |
| 16           | Class 6 Base Material (Place and Compact) | 56       | TON             | \$30.00     | \$1,680.00          |
| 17           | Erosion and Sediment Control              | 1        | LS              | \$5,500.00  | \$5,500.00          |
| 18           | Traffic Control                           | 1        | LS              | \$25,000.00 | \$25,000.00         |
| 19           | Mobilization                              | 1        | LS              | \$5,500.00  | \$5,500.00          |
| <b>TOTAL</b> |                                           |          |                 |             | <b>\$373,877.00</b> |

## RESPONSE DOCUMENT REPORT

Public Improvement Invitation for Bid - Concrete Improvements - Cheyenne Avenue (19th to 29th)

Page 9

**BID BOND****KNOW ALL MEN BY THESE PRESENTS:**

That A 5 Construction, LLC,  
of, 406 S. Saguache Dr. / Pueblo West, CO 81007, as Principal,  
and The Ohio Casualty Insurance Company, as Surety, are held and  
firmly bound unto the City of Pueblo, Colorado, as Obligee, in the full and just sum of  
Five percent of Total Bid Amount Dollars  
(\$ 5% of Total Bid Amount), lawful money of the United States, for the payment of which  
sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and  
assigns, jointly and severally, firmly by these presents:

WHEREAS, the said Principal is herewith submitting its bid dated February 14th, 2024, for:

Bid No.: **24-003 (CI2415)**

Bid Name: **Concrete Improvements - Cheyenne Avenue (19th to 29th)**

and said Obligee has required as a condition for receiving said bid that the Principal deposit specified Bid Guaranty in the amount of not less than five percent (5%) of the amount of said proposal, conditioned that in event of failure of the Principal to execute the Contract Agreement for such construction and furnish required Payment and Performance Bonds if the Contract is awarded them, that said sum be paid immediately to the Obligee as liquidated damages and not as penalty for the Principal's failure to perform.

The condition of this obligation is such that if the aforesaid Principal, shall within the period specified therefore, on the prescribed form presented to them for signature, enter into a written Contract Agreement with the Obligee in accordance with their bid as accepted, and give required Payment and Performance Bonds with good and sufficient surety or sureties, upon the form prescribed by the Obligee, for the faithful performance and the proper fulfillment of said Contract, or in the event of withdrawal of said bid within the time specified, or upon the payment to the Obligee of the sum determined upon herein as liquidated damages, and not as penalty in the event the Principal fails to enter into said Contract and give such Payment and Performance Bonds within the time specified, then the obligation shall be null and void, otherwise to remain in full force and effect.

(Signature Page Follows)

(Bid Bond)

Signed, sealed and delivered this 6th day of February, 2024.

ATTEST:

By   
Mike Winters ~~Secretary~~ Witness

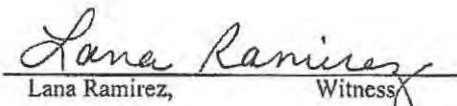
(SEAL)

A. 5 Construction, LLC  
Principal

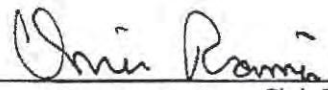
By   
Greg Archambault, Owner

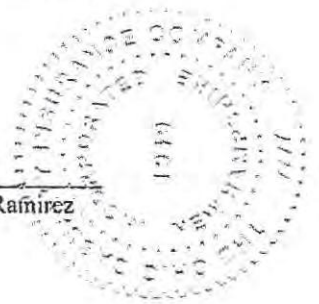
ATTEST:

The Ohio Casualty Insurance Company  
Surety

By   
Lana Ramirez, Witness

(SEAL)

By   
Attorney-in-fact Chris Ramirez







This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

Certificate No: 8201695-969737

### POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Betsy Bachechi, Amber Eichstedt, Dick Minick, Chris Ramircz

all of the city of Albuquerque state of New Mexico each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 31st day of July, 2019.



Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

By:

David M. Carey  
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss  
County of MONTGOMERY

On this 31st day of July, 2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Teresa Pastella, Notary Public  
Upper Merion Twp., Montgomery County  
My Commission Expires March 28, 2021  
Member, Pennsylvania Association of Notaries

By:

Teresa Pastella  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

#### ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

#### ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 6th day of February, 2024.



By:

Renee C. Llewellyn  
Renee C. Llewellyn, Assistant Secretary



City of Pueblo  
Purchasing  
Naomi Hedden, Director  
230 S. Mechanic St., Pueblo, CO 81003  
(719) 553-2350

ADDENDA REPORT  
IFB No. 24-003 (CI2415)  
Concrete Improvements - Cheyenne Avenue (19th to 29th)  
RESPONSE DEADLINE: February 14, 2024 at 10:00 am

Monday, February 14, 2024

Addenda Issued:

**Addendum #1**

*Feb 9, 2024 4:50 PM*

The final Question and Answer Report is attached to this addendum.

Addenda Acknowledgements:

Addendum #1

| Proposal                               | Confirmed | Confirmed At          | Confirmed By        |
|----------------------------------------|-----------|-----------------------|---------------------|
| Finsterwald Landscaping and Irrigation | X         | Feb 12, 2024 7:36 AM  | Clint Moberly       |
| A 5 Construction                       | X         | Feb 12, 2024 10:09 AM | Gregory Archambault |
| Lucky Dog Contracting                  | X         | Feb 13, 2024 10:30 AM | Luke Saxon          |
| AA Construction Co                     | X         | Feb 11, 2024 1:27 PM  | Randy Barnsbee      |
| WGM Land Design. LLC                   | X         | Feb 12, 2024 6:17 PM  | Barry Mason         |
| CMS of Colorado Springs                | X         | Feb 12, 2024 8:56 AM  | Jacob Wilson        |
| Cedar Ridge Landscape, Inc             | X         | Feb 14, 2024 8:21 AM  | Robert Montoya      |
| Baha Construction, Inc.                | X         | Feb 14, 2024 8:48 AM  | Anthony Olguin      |
| KRM CONCRETE LLC                       | X         | Feb 13, 2024 10:42 PM | Katherine Moreno    |
| JARCCO Construction LLC                | X         | Feb 14, 2024 9:08 AM  | Alonso Renteria     |



City of Pueblo  
Purchasing  
Naomi Hedden, Director  
230 S. Mechanic St., Pueblo, CO 81003  
(719) 553-2350

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QUESTION & ANSWER REPORT  
IFB No. 24-003 (CI2415)  
Concrete Improvements - Cheyenne Avenue (19th to 29th)

RESPONSE DEADLINE: February 14, 2024 at 10:00 am

Friday, February 9, 2024

## Approved, Answers Provided

### 1. Relocate Block Wall

*Feb 5, 2024 2:03 PM*

**Question:** There is no line item for PG.35 relocate block wall 30LF. What type of block wall is this?

*Feb 5, 2024 2:03 PM*

**Answered by Bob Quintana:** I believe you are referring to sheet 16 of the bid drawings. This wall to be relocated is a small 3 tier dry stack landscape wall and only 3 liner feet will be required to be relocated. Being such a small movable item, this work will be incidental to the construction of the curb ramp.

*Feb 9, 2024 9:55 AM*

### 2. Start and End date of project.

*Feb 5, 2024 2:27 PM*

**Question:** when is work supposed to start and end? (day/month)

*Feb 5, 2024 2:27 PM*

**Answered by Charles Roy:** The City anticipates that work would begin on or about April 1st with a 90-calendar day duration.

*Feb 9, 2024 9:55 AM*





## PUBLIC IMPROVEMENT INVITATION FOR BID

24-003 (CI2415)

### CONCRETE IMPROVEMENTS - CHEYENNE AVENUE (19TH TO 29TH)

City of Pueblo  
230 S. Mechanic St.  
Pueblo, CO 81003

RELEASE DATE: January 23, 2024

DEADLINE FOR QUESTIONS: February 6, 2024, 4:00 pm

RESPONSE DEADLINE: February 14, 2024, 10:00 am

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

<https://procurement.opengov.com/portal/pueblo>

City of Pueblo  
PUBLIC IMPROVEMENT INVITATION FOR BID  
Concrete Improvements - Cheyenne Avenue (19th to 29th)

I. ADVERTISEMENT FOR BIDS.....

II. INTRODUCTION.....

III. SPECIAL PROVISIONS .....

IV. LABOR PROVISIONS .....

V. GENERAL PROVISIONS .....

VI. VENDOR SUBMISSIONS.....

VII. PRICING TABLE.....

Attachments:

- A - Sample Contract Documents
- B - Licensing and Sales Tax Information
- C - Cheyenne Ave - Concrete Improvements - Contract Drawings REVISED 1-22-24

Public Improvement Invitation for Bid #24-003 (CI2415)  
Title: Concrete Improvements - Cheyenne Avenue (19th to 29th)

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## 1. ADVERTISEMENT FOR BIDS

(AS PUBLISHED)

TO WHOM IT MAY CONCERN:

The City of Pueblo will receive sealed bids up to the hour of 10:00 am (MT) on Wednesday, February 14, 2024, for the following project. Bids must be submitted electronically through the OpenGov portal which may be accessed via the City of Pueblo Purchasing Department website at [www.pueblo.us/purchasing](http://www.pueblo.us/purchasing) or at <https://procurement.opengov.com/portal/pueblo>.

**BID NO.:** 24-003 (CI2415)

**BID NAME:** Concrete Improvements - Cheyenne Avenue (19th to 29th)

**PRE-BID MEETING:** Wednesday, January 31, 2024, at 1:30 pm (MT). Meeting will be held at the Department of Public Works Conference Room, 211 E. D Street, Pueblo, CO 81003. Bidders may attend in person or via Zoom.

In general, this project will consist of construction of concrete curb ramps and sidewalk on Cheyenne Avenue from West 19th Street to West 29th Street in Pueblo, Colorado, as detailed in the plans and specifications for this project.

Bidders shall inform themselves of the conditions of the project site and the requirements of the project's scope of work before submitting their bid. No allowances shall be made by reason of any matter or thing concerning which they might not have been fully informed prior to the bidding. No Bidder will be heard after the opening of bids to assert that there was any misunderstanding as to the nature of the operation expected in this solicitation. If a pre-bid meeting is held, Bidders should make every effort to attend. If the pre-bid meeting is **mandatory** and the Bidders cannot attend, it is imperative that someone else attend as a representative of the company, otherwise, their bid will not be accepted at the time of bid opening.

Invitation for Bid (IFB) documents (including plans and specifications) can be obtained via the City Purchasing Department website at [www.pueblo.us/purchasing](http://www.pueblo.us/purchasing) or the OpenGov portal at <https://procurement.opengov.com/portal/pueblo>. **Downloaded plans/drawings must be printed as "Actual Size"; scaling is NOT correct when printed using other options.** It is the Bidders' sole responsibility to ensure plans are printed correctly and to inform third-party printers of this information. The City is not responsible for bidding errors resulting from Bidders' failure to follow this requirement.

Addenda will be posted on the OpenGov portal which may be accessed via the City Purchasing Department website or at <https://procurement.opengov.com/portal/pueblo>. **It is the bidder's responsibility to verify whether any addenda were issued.**

Bidders must follow the submittal procedures outlined in the documents. The City reserves the right to reject any or all bids for any or all items covered in the Invitation for Bid, to waive informalities or defects in bids, or to accept such bids as it shall deem to be in its best interest.

Published: Tuesday, January 23, 2024 in The Pueblo Chieftain Newspaper

Public Improvement Invitation for Bid #24-003 (CI2415)  
Title: Concrete Improvements - Cheyenne Avenue (19th to 29th)

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2. INTRODUCTION

2.1. Summary

This project consists of concrete improvements for ADA compliance to Cheyenne Avenue between 19th and 29th Streets in Pueblo, Colorado.

2.2. Contact Information

**Deborah Rivera**  
Purchasing Contract Coordinator  
230 S Mechanic Street  
Pueblo, CO 81003  
Email: [bidinfo@pueblo.us](mailto:bidinfo@pueblo.us)  
Phone: [\(719\) 553-2350](tel:(719)553-2350)

**Department:**  
Public Works

2.3. Timeline

|                                           |                                                                                                                                                                                                                                                                                               |
|-------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Advertisement/Release Project Date</b> | January 23, 2024                                                                                                                                                                                                                                                                              |
| <b>Pre-Bid Meeting (Non-Mandatory)</b>    | January 31, 2024, 1:30pm<br>In Person:<br>Department of Public Works Conference Room<br>211 E. D St.<br>Pueblo, CO 81003<br><br>Zoom Meeting:<br><a href="https://pueblo.zoom.us/j/85800889991">https://pueblo.zoom.us/j/85800889991</a><br><br>Meeting ID: 858 0088 9991<br>Passcode: 601384 |
| <b>Question Submission Deadline</b>       | February 6, 2024, 4:00pm                                                                                                                                                                                                                                                                      |
| <b>Bid Opening</b>                        | February 14, 2024, 10:00am                                                                                                                                                                                                                                                                    |

### 3. SPECIAL PROVISIONS

#### 3.1. GENERAL INSTRUCTIONS

All specifications included in the Special Provisions shall have precedence over and will govern in the event of a conflict with other sections contained in this document.

Bidders are responsible for obtaining, reading, and carefully examining the entire Contract Documents package, including any Addenda, prior to submitting a bid. Failure to do so will not relieve a Bidder from any obligation or responsibility to understand and comply with all requirements and conditions for this project.

**Downloaded plans/drawings must be printed as “Actual Size”; scaling is NOT correct when printed using other options.** It is the Bidder’s sole responsibility to ensure plans are printed correctly and to inform third-party printers of this information. The City is not responsible for bidding errors resulting from Bidder’s failure to follow this requirement.

Each bid must be accompanied by a certified check, cashier's check, money order or bid bond in the amount of five (5) percent of the grand total bid, plus all alternates if applicable, payable to the City of Pueblo as a guarantee that if the bid is accepted, the bidder will execute and file the proposed contract and bonds within ten (10) days from the date of the Notice of Award.

The City is accepting electronic bid submissions. Bidders shall create a FREE account with OpenGov by signing up at <https://procurement.opengov.com/signup>. Once you have completed account registration, browse back to this page, click on "Submit Response", and follow the instructions to submit the electronic bid.

All bids must be received at the City’s Purchasing Department before the time specified. Only bids that are made out upon the City-prepared forms will be considered.

#### 3.2. STANDARD CONSTRUCTION SPECIFICATIONS AND STANDARD DETAILS

The [Standard Construction Specifications and Standard Details for Pueblo, Colorado](#), adopted April 11, 2022, and as most recently amended, shall control the construction and quality of materials for this project except where specifically modified by the Special Provisions. Unless specifically modified by the Special Provisions, the Standard Construction Specifications and Standard Details shall control with respect to any inconsistencies with the Plans. The Standard Construction Specifications and Standard Details are not included in this bid package but are available on the City of Pueblo’s website at <https://www.pueblo.us/475/2022-Construction-Standards>. By submitting a bid, the Contractor acknowledges possession of a copy of said document.

#### 3.3. SPECIFICATION LANGUAGE

Specifications may be written in abbreviated style with incomplete sentences. Omission of words such as “The General Contractor shall”, “Conforming to”, “shall be”, etc., are intentional; omitted words shall be supplied by inference. Where words “approved”, “satisfactory”, “directed”, “submitted”, etc., are used it shall be assumed that the words “Project Manager” follows, such as “approved by the Project Manager”.

### 3.4. DEFINITION OF ENGINEER

The term “Engineer” as used in Sections GENERAL PROVISIONS Authority of Engineer (a) and (b), of GENERAL PROVISIONS, shall mean the City Engineer with respect to all questions relating to the conformance of the work with the technical requirements of the plans and specifications, interpretation of the technical requirements of the plans and specifications, and with respect to the rejection of work and materials which do not conform. With respect to all other uses of the term “Engineer” in Section GENERAL PROVISIONS Authority of Engineer, the term shall mean the Director of Public Works. In Sections **TERMINATION FOR CAUSE, FINAL ACCEPTANCE OF THE WORK, COMMENCEMENT AND COMPLETION OF WORK and UNCORRECTED WORK** of GENERAL PROVISIONS, all references to Engineer shall mean the Director of Public Works. All other references to Engineer in GENERAL PROVISIONS not specifically addressed in this section shall mean the City Engineer.

### 3.5. APPROVED EQUAL

An approved equal, where noted, may be considered by the City. For consideration as an approved equal, a complete manufacturer’s submittal must be presented to the Project Manager at or before the pre-bid meeting. If approved, an addendum will be issued that lists all approved equal products or materials. No other products or materials will be considered.

### 3.6. INCONSISTENCIES

Any inquiries regarding seeming inconsistencies between the Plans and Specifications for this project must be made by Tuesday, February 6, 2024 at 4:00 pm (MT).

### 3.7. PREPAYMENT OF CITY SALES AND USE TAX

(This section applies only to public improvement construction projects \$1,000,000 and over.)

The Contractor shall make application for, and prepayment of, City sales and use tax on the estimated percentage basis being forty percent (40%) of the total Project bid as awarded, including Base Bid plus those Alternates selected. Application and prepayment shall be made within fourteen (14) days of the date authorized to proceed with construction of the Project as set forth in the Notice to Proceed. All applications and prepayments shall be coordinated directly with City’s Division of Sales and Use Tax, Attention: Tax Audit Manager, 1 City Hall Place, Pueblo, Colorado 81003.

Finance Department policy sets the threshold at \$1,000,000. Any contractual obligations below this amount will not generally be required to make a pre-payment of Use Tax.

### 3.8. PERA LIABILITY

Contractor 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.

Awarded Contractor will be required to submit a completed Colorado PERA Questionnaire form. This form is available to view at <https://www.pueblo.us/DocumentCenter/View/19915/PERA-Form> and is included by reference in this Contract.

### **3.9. CONTRACTOR EVALUATION**

Pursuant to Ordinance No. 6510, dated February 14, 2000, the Department of Public Works shall evaluate the performance of Contractor using the Contractor/Consultant Satisfaction Program form. This form is available to view at <https://www.pueblo.us/1737/Information> and is included by reference in this Contract. The evaluation shall be utilized to review Contractor performance, increase communication, and foster positive business relationships. Evaluation shall also record documentation of Contractor's overall performance. Material failure to perform in accordance with the terms of one or more contracts, or materially unsatisfactory performance of one or more contracts, may be justification for disqualifying future bids by Contractor.

### **3.10. SITE INVESTIGATION**

By submitting a bid, Contractor acknowledges the nature and location of the work, the general and local conditions, particularly those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electric power, uncertainties of weather, physical conditions at the site, the character/quality of surface and subsurface materials to be encountered, the character of equipment and facilities needed prior to and during the work, and all other matters which can in any way affect the work or the cost thereof under this Contract. Failure by Contractor to acquaint themselves with all the available information concerning these conditions will not relieve them from responsibility for estimating properly the difficulty or cost of successfully performing the work.

### **3.11. PRE-CONSTRUCTION CONFERENCE**

The Contractor shall attend a pre-construction conference with the Project Manager, City employees, representatives of the utility companies, and/or other interested parties prior to any construction.

**Preconstruction meeting will be scheduled 7-10 days after notice of award is issued.**

#### **Documents Required to be submitted at Pre-Construction Conference**

- Contractor Organization with 24-hour emergency contact
- Schedule
- Traffic Control Plan
- Material Submittals

### **3.12. SAFETY REGULATIONS**

The Contractor shall be aware of and shall comply with all State and Federal Safety regulations which are applicable to the work included under this Contract. Enforcement will be by the proper State and Federal regulatory agencies.

If any construction activity is deemed to be unsafe for inspection, Contractor shall, upon notification, discontinue work until the deficiencies are corrected and the job can be properly inspected.

### **3.13. EMERGENCY REPAIR OR PROTECTIVE WORK BY THE CITY OF PUEBLO**

As referenced in Sections PROTECTION OF THE PUBLIC, WORK, AND PROPERTY and ACCIDENT PREVENTION of the [GENERAL PROVISIONS](#) , it is the Contractor's responsibility to provide adequate barricades, protective devices and safety measures, and to employ other precautionary means for the adequate protection of the public, the work, and public/private property from injury or loss. Should the City become aware of any condition or circumstance arising from the work, or with respect to any excavation or areas disturbed by Contractor which, in the opinion of the Project Manager, creates or results in any imminent or unreasonable risk to the health/safety of the public or to public/private property, the City may undertake emergency work or repairs. Such work may include, by way of illustration, provision of barricades, traffic control devices or flagmen, deployment or warning signs, repair of lines under construction, repair of collapsed excavations or sinkholes, placement of sandbags or dams, and other emergency efforts. The determination of the necessity during the construction and warranty periods for the City to do any such emergency work or repairs shall rest entirely with the Project Manager. The cost of emergency work done by the City, including the actual cost of labor, equipment, and materials, plus 100 percent, shall be deducted from any amounts otherwise owed to Contractor, or may be invoiced to Contractor, or the same amount shall be recovered from Contractor's performance bond.

### **3.14. REPRESENTATIVE AVAILABLE FOR EMERGENCY CALLS**

The Contractor shall provide the name, address and phone number of a representative who may be reached at any time during the life of the Contract regarding repairs, detours, barricading, etc. This information shall be furnished in writing to the Project Manager.

### **3.15. DUST PREVENTION**

During construction and until final acceptance by the Project Manager, Contractor shall be responsible for controlling dust emissions in the construction area. No earthwork activities shall be performed when the wind speed exceeds thirty (30) miles per hour. All fill areas shall be compacted on a daily basis to 95% minimum compaction. Any mud or dirt carry out onto paved surfaces shall be cleaned up on a daily basis. Contractor shall promptly comply with all directives from the Project Manager relating to dust control. If Contractor fails to comply or provide adequate means to control dust, a stop-work order will be issued until the problem is corrected.

### **3.16. SITE RESTORATION AND CLEANUP**

Contractor shall maintain and/or repair any damage done to all existing properties, public or private, adjacent to site improvements, including but not limited to, asphalt, base course, utilities, sod, irrigation systems and landscaped areas. In general, disturbed areas shall be replaced to the lines, grades, thickness, and like materials of the existing conditions unless otherwise stated on the plans. Restoration shall be consistent with that of areas adjacent to the limits of construction. Grass and other plant areas shall be restored, maintained, and irrigated until final acceptance by the Project Manager. Fabric shall be installed under all rock landscape areas. Any landscape material salvaged by Contractor for reuse will not be acceptable if contaminated by dirt or different landscape material. Slopes to match from the new improvements to existing improvements shall not exceed a 4:1 slope.



All work to relocate existing irrigation sprinklers which conflicts with the new construction shall be considered site restoration. The accuracy of information furnished regarding existing irrigation systems is not guaranteed. The locations are approximate and may not include all irrigation system components. Contractor shall determine the exact location of all irrigation systems before commencing work and shall be fully responsible for any damage resulting from failure to locate and protect all irrigation systems.

Site restoration and cleanup will not be measured or paid separately but shall be included in the unit prices for each bid item. Partial payments will not be made on any bid item until the restoration and cleanup associated with that item is satisfactorily complete and acceptable to the Project Manager.

### 3.17. UTILITY LOCATIONS

The accuracy of information furnished in regard to underground utilities is not guaranteed. The utility locations are approximate and may not include all utilities. Contractor shall determine the exact location of all utilities before commencing work. Contractor shall be fully responsible for any damage which might occur due to Contractor's failure to locate and protect all utilities. Contractor shall repair or have repaired, at no cost to the City, any damage to utilities.

Existing utilities include gas, water, service lines, meters, meter cans, buried telephone cables, buried power lines, pedestals, utility poles, sanitary sewer, manholes and services, and any other existing utility.

### 3.18. ABANDONED UTILITIES

If during construction an abandoned utility is encountered Contractor shall contact and coordinate with the Project Manager to arrange for the removal of the utility. If Contractor elects to remove the utility without contacting the Project Manager, Contractor shall do so at no cost to the City.

### 3.19. OVERHEAD AND/OR UNDERGROUND HIGH VOLTAGE POWER LINES

Unless danger against contact with high voltage overhead and/or underground lines has been effectively guarded against, Contractor shall not perform any function/activity upon any land, building, highway, or other premises if at any time during the performance of any function/activity it could move or be placed within ten (10) feet of any high voltage overhead and/or underground line. If work is to be performed within ten (10) feet of high voltage overhead and/or underground lines, the public utility must first be notified to arrange for safety provisions. Contractor may perform the work only after arrangements, including coordination and payment of fees, if applicable, have been made with the utility company.

### 3.20. CONCRETE PERMITS

The "no fee" permit shall be obtained from the City Engineering Division at 211 E. "D" Street. Any concrete work placed without benefit of both permit and inspection by the Public Works Department will not be paid for.

### 3.21. COORDINATION OF CONSTRUCTION ACTIVITIES

Contractor and subcontractors shall coordinate work with all other construction activities and contractors; and cooperate with them to facilitate general progress of the work. Each trade shall afford other trades every reasonable opportunity for installation and storage of materials.

### 3.22. WORK BY OTHERS

Contractor shall coordinate work on the project with all work shown on the plans which is to be done by "others". It is the Contractor's responsibility to coordinate work with each entity and incorporate it into the project schedule.

Pueblo Board of Water Works shall complete the work to relocate fire hydrants as shown on the plans.

Black Hills Energy shall complete the work to relocate light poles as shown on the plans.

### 3.23. COMPLETE WORK ON TIME

Failure to complete the work by the allotted 90 calendar days shall result in the assessing of liquidated damages according to [GENERAL PROVISIONS](#).

### 3.24. LAYING OUT WORK

Contractor shall locate all general reference points and take such action as necessary to prevent their destruction. Contractor shall lay out their own work and be responsible for all lines, elevations, and measurements of the building, grading, utilities, and other work executed under this Contract. Contractor shall exercise proper precaution to verify figures shown on the drawing before laying out work and will be responsible for any error resulting from failure to exercise such precautions.

### 3.25. HOURS OF WORK

The Project Manager and the Inspection Division are available from 7:00 a.m. to 12:00 p.m. and 1:00 p.m. to 4:00 p.m., Monday through Friday, excluding holidays. Any work done outside of these hours must be approved by the Project Manager.

### 3.26. MOBILIZATION

This item shall consist of mobilizing of personnel, equipment, and supplies to the project site in preparation for work on the project. Item shall include all costs incurred which must be performed prior to beginning the other items.

Partial payments for mobilization will be made each month as the work progresses. These payments will be made as follows:

- A. When ten percent (10%) of the project bid amount is earned, fifty percent (50%) of the amount bid for mobilization will be paid.
- B. When fifty percent (50%) of the project bid amount is earned, one hundred percent (100%) of the amount bid for mobilization will be paid.

- C. The sum of all payments shall not exceed the original amount bid for the item, regardless of the fact that Contractor may have, for any reason, shut down the work on the project or moved equipment away and then back again.

Note: Payments for materials on hand will be included as a percent of original project bid amount earned until said materials have been incorporated into the work and accepted and paid for by the City.

### 3.27. CONSTRUCTION TRAFFIC CONTROL

Contractor shall submit a traffic control plan prepared by a Certified Traffic Control Supervisor at the preconstruction conference for approval by the City's Traffic Engineer.

Where possible, crossspans may be constructed full width with proper street closures; however, the time of closure must be kept to a minimum. To expedite the curing, the minimum 28-day compressive strength shall be increased to 4500 psi (increased to seven (7) sacks per cubic yard). The additional cost for the added cement shall be paid by the Contractor.

All traffic control procedures, signing, lighting and barricades shall conform to the latest edition of the Manual on Uniform Traffic Control Devices, and shall be set up and maintained by a Certified Traffic Control Supervisor.

Construction traffic control shall be paid as "Traffic Control." Periodic payments for this item shall be based upon the percentage of work completed compared to the original bid amount.

### 3.28. PROTECTION OF CONCRETE FROM TRAFFIC AND VANDALISM

All concrete shall be protected from traffic for a period of fourteen (14) days, or as directed by the Project Manager. The Contractor shall provide necessary supervision and/or barriers to protect all concrete from traffic or vandalism. Any concrete damaged by traffic and/or vandalism will be rejected. Replacement of damaged concrete shall be paid for entirely by the Contractor.

### 3.29. ASPHALT AND CONCRETE REMOVAL

Asphalt and concrete shall be removed to the lines and grades established by the Project Manager. Any removal outside those lines and grades not approved by the Project Manager, will not be paid for by the City. Contractor shall properly dispose of all removed items from the construction site.

Saw cutting to remove asphalt and concrete to a neat line shall not be paid for separately but shall be included in the cost of the asphalt and concrete removal bid item.

### 3.30. CURB AND GUTTER CONSTRUCTION AND PAYMENT

Contractor shall schedule their work to minimize the inconvenience to the public. Property owners shall be notified well in advance of any work that interferes with access to private driveways. Access to driveways shall be restored no later than fifteen (15) days after the concrete is placed.

Sections of curb and gutter shall not be considered for partial payment until backfill and restoration (if applicable) are completed.

Under the bid item labeled “Const. Curb and Gutter”, the Contractor shall construct curb and gutter to match existing type (6” Std. 9”x30” pan, Roll top, etc.). Payment for all types of curb and gutter will be the unit price in the Bid Schedule.

### **3.31. EROSION AND SEDIMENT CONTROL**

Contractor shall submit and comply with, an Erosion and Sediment Control Plan. This plan is considered incidental to the construction and shall not be paid for separately. Contractor shall take this into consideration in preparing their bid.

To comply with current state and federal permit regulations the City must meet minimum requirements for all construction sites less than one (1) acre to provide necessary Best Management Practices (BMPs) and prevent illicit discharges from the site. The minimum requirements which the Contractor must provide and comply with are as follows:

- A. Provide an Erosion and Sediment Control Plan that shall include the minimum following items:
  - 1. Stockpile BMPs protection.
  - 2. Concrete washout BMPs.
  - 3. Vehicle tracking control BMPs.
  - 4. Site sediment containment BMPs.
  - 5. Downstream secondary defense BMPs, if applicable.
  - 6. Any additional BMPs required due to site specific conditions.
- B. Prior to any construction, including site grading and excavation, an approved Erosion and Sediment Control Plan shall be posted on site and all required BMPs installed.
- C. Contractor shall maintain and update the Erosion and Sediment Control Plan as construction dictates. The current and correct plan shall remain on-site and be readily accessible to the City Stormwater Inspector at all times.
- D. Contractor or the Contractor’s representative shall, at a minimum, inspect the site every two (2) weeks and within twenty-four (24) hours of any precipitation or snowmelt event that causes surface erosion. (i.e., that results in stormwater running across the ground).
- E. Contractor shall be responsible for maintaining all required BMPs to prevent erosion and sediment from leaving the construction site.
- F. Failure to comply with the requirements to prevent illicit discharges from the construction site is unlawful and a municipal offense which may result in the issuance of a summons and complaint to the Pueblo Municipal Court. Persons who are convicted of violating any provision of the Pueblo Municipal Code are subject to fines of up to one thousand dollars (\$1,000) and/or one (1) year imprisonment for each day the violation continues.

- G. Information regarding acceptable BMPs and proper installation can be found in the [Urban Drainage and Flood Control District \(UDFCD\) Urban Storm Drainage Criteria Manual Volume 3](#), [CDOT Erosion Control & Stormwater Quality Guide](#), and City of Pueblo approved details.

### 3.32. [PERMITS AND FEES](#)

It shall be the Contractor's responsibility to investigate and assess the requirements for all necessary environmental, drainage, and construction permits. The total cost of all permits or fees which may be required shall be included in the bid proposal. No additional payment shall be allowed for any permits or fees required to complete the project. Contractor shall comply with all conditions of the permits. City and/or other agency fines are the sole responsibility of the Contractor.

Following is a list of potential permits required for the project. Contractor shall be responsible for verifying this list and adding/obtaining any additional permits needed for the project.

- Air Quality Permit
  - Permitting Agency: Pueblo County/Colorado Department of Public Health and Environment
  - Responsibility to Obtain: Contractor
- CDPHE Stormwater Construction Permit
  - Permitting Agency: Colorado Department of Public Health and Environment
  - Responsibility to Obtain: Contractor
- Excavation Permit
  - Permitting Agency: City of Pueblo
  - Responsibility to Obtain: Contractor
- Concrete Permit
  - Permitting Agency: City of Pueblo
  - Responsibility to Obtain: Contractor
- Traffic Control Permit
  - Permitting Agency: City of Pueblo
  - Responsibility to Obtain: Contractor
- Fugitive Particulate Emissions Control Plan
  - Permitting Agency: Colorado Department of Public Health and Environment
  - Responsibility to Obtain: Contractor

## 4. LABOR PROVISIONS

### 4.1. CONTRACTOR BONDS

Payment and performance bonds are required to be filed prior to issuance of Notice to Proceed. The specific requirements for such bonds are set forth in Section CONTRACT SECURITY of the GENERAL PROVISIONS.

### 4.2. NONDISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS

In accordance with §1.8 of the Pueblo Municipal Code (entire Code included by reference), all contractors shall meet and comply with the following provisions which shall be contained in all municipal contracts:

- A. The Contractor 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 Contractor 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 Contractor will post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City 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 bidder 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. It is the policy of the City to provide equal opportunity in employment without regard to race, color, religion, sex, sexual orientation, ancestry, disability, age, or national origin. It is hereby deemed and declared to be for the public welfare and in the best interests of the City to require bidders and contractors furnishing and providing work, services, supplies and materials to the City under municipal contracts not to discriminate in the hiring and promoting of employees in order to further equal employment opportunities for members of minority groups and women. 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, ancestry, disability, age, or national origin. (§1.8.3 of the PMC; Ord. No. 4479, 5-22-78; Ord. No. 8453 §2, 2-27-12)
- C. Contractor will meet or comply with the letter and spirit of Chapter 8, Title 1 of the Pueblo Municipal Code (as amended) and applicable State statutes. If the municipal contract involves

construction work or the providing of supplies or materials in excess of ten thousand dollars (\$10,000.00) in the building and construction trades industry, Contractor shall have adopted and file with the City a copy of the Contractor's complying Affirmative Action Program. A complying Affirmative Action Program shall be a written affirmative action program meeting all the requirements of Chapter 60 of Title 41, Code of Federal Regulations (41 CFR, Chapter 60), including all parts and subparts thereof. This requirement applies regardless of whether Federal financial assistance has been provided for this project.

- D. In the event of Contractor's non-compliance with the requirements of Chapter 8, Title 1 of the Pueblo Municipal Code (as amended), the Contract may be cancelled, terminated, or suspended, in whole or in part, and Contractor may be declared ineligible for further contracts with the City of Pueblo.
- E. Contractor will include the provisions of the above listed paragraphs (a) through (d) in every sub-contract entered in to by Contractor to provide and furnish work, services, supplies, or materials under a City project.

#### 4.3. COMPLIANCE REVIEW

- A. The City of Pueblo shall have the power to review, upon not less than five (5) days notice, and during normal business hours, the employment practices of Contractor during the performance of every such City project, and of subcontractors during the performance of every sub-contract awarded thereunder, to obtain information relating to compliance or non-compliance with non-discrimination and equal employment requirements.
- B. When a written complaint is filed and an investigation by the City indicates that there has been a violation of this provision, or when a compliance review by the City indicates that a contractor or subcontractor has violated this provision, the City shall issue and cause to be served on said Contractor or subcontractor a Notice of Violation. Such notice shall specify the violations and shall direct the Contractor or subcontractor to respond in writing within ten (10) days to show cause why the sanctions of the provision should not be imposed. The City shall forward a copy of the Notice of Violation and the response of the Contractor or subcontractor to the City Mayor within thirty (30) days from the date of such notice.
- C. The City Mayor or authorized City representative shall review the Notice of Violation and response and shall determine whether any violations have occurred. If the City representative has determined that a violation has occurred, they may impose such sanctions as deemed appropriate, including, but not limited to, suspending or terminating the Contract involved or any portion or portions thereof, or causing to be removed from the list of eligible pre-qualified contractors the names of contractors or subcontractors found to be in noncompliance with the non-discrimination and equal employment opportunity requirements of the provision and the provision of any such contract or subcontract awarded thereunder until such time as the City is satisfied that such contractors or subcontractors are in compliance with said requirements.



Public Improvement Invitation for Bid #24-003 (CI2415)  
Title: Concrete Improvements - Cheyenne Avenue (19th to 29th)

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#### 4.4. FEDERAL REQUIREMENTS GOVERN

Federal requirements govern. Whenever the provisions and requirements of this Chapter, or of the bidding 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)

#### 4.5. COMPLIANCE

By submitting a bid Contractor agrees to abide by the provisions herein set forth and will require any and all subcontractors to comply with said provisions.



## 5. GENERAL PROVISIONS

The provisions of this Section are of a general nature and are intended to apply to contract work of all types. Whenever any of these provisions do not apply to a specific contract, the exceptions are noted in [SPECIAL PROVISIONS](#).

### 5.1. [BIDDING AND CONTRACT EXECUTION: DEFINITIONS](#)

The following terms, as used in these Contract Documents, are respectively defined as follows:

- A. **City:** City of Pueblo, Colorado
- B. **Closing Time:** The scheduled closing time for the receipt of bids and the opening thereof.
- C. **Contractor:** The person, persons, firm, or corporation to whom the within Contract is awarded by the City and who is subject to the terms of said Contract. Also, the agents, employees, workers, or assignees of said Contractor.
- D. **Engineer:** Unless otherwise stated in the Special Provisions, Engineer shall mean the Director of Public Works of Pueblo, Colorado, or their authorized agents.
- E. **Work:** All work contemplated by the Contract Documents and Specifications including materials, labor, supervision, and use of tools necessary to complete the project in full compliance with the terms of the Contract.
- F. **Notice:** Where in any section of the Contract Document there is any provision in respect to the giving of any notice, such notice shall be deemed to have been given (as to the City) when written notice shall be delivered to the Engineer or shall have been placed in the United States Mail addressed to the Purchasing Department at the place where the bids, or proposals for the Contract were opened; (as to the Contractor) when a written notice shall be delivered to the chief representative of the Contractor at the site of the project to be constructed under the Contract or when such written notice shall have been placed in the United States mail addressed to the Contractor at the place stated in the papers prepared by them to accompany their proposal as the address of their permanent place of business; (as to the Surety) on the performance and payment bonds when a written notice is placed in the United States mails addressed to the Surety at either the home office of such Surety or when such notice is placed in the United States mails addressed to the Commissioner of Insurance of the State of Colorado.
- G. **Project:** The entire improvement proposed by the City to be constructed in whole or in part pursuant to the Contract Documents.
- H. **Subcontractor:** A person, firm, or corporation, other than the Contractor, supplying labor and materials, or labor only, on work at the site of the project, having a direct contract with the Contractor and including one who furnishes material worked to a special design according to the plans and specifications of this work, but not including one who merely furnishes material not so worked.

- I. **Surety**: The person, firm, or corporation that has executed, as surety, the Contractor's Performance and Payment Bonds.

## 5.2. **BIDDING AND CONTRACT EXECUTION: SITE EXAMINATION**

- A. Bidders shall inform themselves of the conditions under which the work is to be performed, concerning the site of the work, the structure of the ground, obstacles which may be encountered, availability of labor and all other relevant matters concerning the work to be performed. Where soil reports or test boring logs indicating underground conditions are provided or shown on the plans, such information shall be considered only as indicative of conditions as observed at the time and place indicated, and the City in no way warrants the accuracy or reliability of said reports or boring logs and is not responsible for any deduction, interpretation or conclusion drawn therefrom by the Contractor. Contractor acknowledges that the City shall not be held responsible for any variance in conditions or unforeseen conditions encountered at the time of actual construction. It shall be the responsibility of the Contractor to satisfy themselves by such methods as they deem necessary prior to the letting as to underground conditions, structures, and obstacles to be encountered.
- B. The Contractor to whom a contract is awarded will not be allowed any extra compensation by reason of any matter or thing concerning which they might fully have informed themselves, prior to the bidding. Misunderstanding as to the amount of work, availability of materials or labor shall be no cause for failure to enter into the Contract or to perform the same.
- C. The successful Contractor will be required to employ, so far as possible, such methods and means in the carrying out of their work as will not cause any interruption or interference with any other Contractor.

## 5.3. **BIDDING AND CONTRACT EXECUTION: SPECIFICATION REQUIREMENTS**

- A. The bidder is expected to base their bid on materials and equipment complying fully with the plans and specifications, and in the event they name in their bid, materials or equipment which do not conform, they will be responsible for furnishing materials and equipment which fully conform at no change in their bid price.
- B. Before submitting a bid, each Contractor should read the complete specifications and plans, including all related documents contained herein, all of which contain provisions applicable not only to the successful bidder, but also to their subcontractors.

## 5.4. **BIDDING AND CONTRACT EXECUTION: SUSPENSION AND DEBARMENT**

- A. Bidder acknowledges that as of the solicitation submittal date, neither the Contractor, nor its subcontractor(s), is (a) 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 (b) indicted, convicted or had a Judgment rendered against the Contractor, 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 Contractor, or its subcontractor(s), from contracting with the City of Pueblo, Federal or State government, or any agency or instrumentality thereof.

#### 5.5. BIDDING AND CONTRACT EXECUTION: STATEMENT OF BIDDER'S PLANT AND FINANCIAL CONDITION

- A. Each bidder shall be prepared to submit the following data within seven (7) days upon demand of the Purchasing Agent.
  1. A statement that the bidder maintains a permanent place of business and address thereof;
  2. A statement of the equipment which the bidder proposes to use on the project, together with a statement identifying that equipment previously mentioned which the bidder owns and that which bidder does not own, but is certain they will be able to rent or otherwise procure for use on the project;
  3. A financial statement, duly sworn to and in form approved by the City, listing assets and liabilities;
  4. Statement listing projects of similar nature which the bidder has constructed or in the construction of which the bidder was actively engaged in a responsible capacity;
  5. A statement that the bidder: (i) is not presently debarred or suspended by the Colorado State purchasing director or the head of any Colorado purchasing agency, (ii) is not listed on any federal government list of debarments, suspensions or voluntary exclusions, including but not limited to, the List of Parties Excluded From Federal Procurement or Nonprocurement Programs maintained by the General Services Administration, and (iii) neither bidder nor any person or firm who has an interest in bidder's firm is a person or firm ineligible to be awarded a federal government contract by virtue of any provision of federal law. In the event bidder cannot truthfully make the required statement, bidder shall furnish a detailed statement indicating the reasons therefore.
- B. By submitting a bid, bidder authorizes the City to obtain information concerning bidder's performance on other projects it has performed during the prior five (5) years, including those listed by bidder and those not listed which City may become aware of. The bidder 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 bidder's performance on prior projects. In order to effectuate the intent of this clause, bidder may be required by City to execute information release authorization forms.

- C. Any bidder may be required by the City to submit additional data to satisfy the City that such bidder is prepared to fulfill the Contract if it is awarded to them.
- D. The failure of bidder to furnish any information which is or may be required to be furnished under this section shall be grounds for determining bidder not responsible.

#### 5.6. BIDDING AND CONTRACT EXECUTION: CONDITIONS IN A BIDDER'S PROPOSAL

A bidder shall not stipulate in their proposal any conditions not contained in the Contract Documents.

#### 5.7. BIDDING AND CONTRACT EXECUTION: QUANTITIES

Bidders must satisfy themselves by personal examination of the locations of the proposed work and by such other means as they may prefer as to the correctness of any quantities listed in the proposal and shall not after submission of their proposal, dispute or complain of such estimate, nor assert that there was any misunderstanding in regard to the nature or amount of work to be done.

#### 5.8. BIDS: DATA SHEETS

Where data sheets concerning equipment to be furnished are included in the Specification Documents as a part of the proposal, the bidder shall furnish the required information by filling in the data sheets complete in every detail. In the event that such data sheets are insufficient, or do not readily lend themselves to the correct description of the equipment, the bidder shall file with the bid additional statements setting out the necessary information. Failure to furnish such information as is required on the data sheets will be considered as grounds for rejecting the bid.

#### 5.9. BIDS: SUBMISSION AND CONSIDERATION OF BIDS

- A. All bids are to be made only on forms furnished by the City. Total bid prices are to be written both by words and by figures; in case of conflict, former will apply. Unit bids may be made by figures only. No bid will be accepted which does not contain an adequate or reasonable price for each and every item named in the bidding schedule on the Contract bid form.
- B. The City reserves the right to waive any or all informalities in bids.
- C. The City reserves the right to reject any or all bids, or any or all parts of bids
- D. A Colorado resident bidder shall be allowed a preference against a nonresident bidder to the extent authorized by, and subject to the limitations of, Articles 18 and 19 of Title 8, Colorado Revised Statutes; provided however, that this paragraph shall be suspended to the extent any such preference is inconsistent with a requirement of federal law or the terms and conditions of any grant or cooperative agreement to which the City is a party which relates to the Project.

#### 5.10. BIDS: BID SECURITY

- A. No bid will be received unless accompanied by a certified check, cashier's check, money order, bid bond or other suitable collateral, in the amount of not less than five percent (5%) of the amount of the Total Base Bid plus all Bid Alternates, payable to the City as a guarantee that if the bid is accepted, the bidder will execute and file the proposed Contract and bonds within ten (10) business days from the date of the award of the Contract. On failure of the successful bidder to execute the Contract and furnish bonds, they shall forfeit the deposit as agreed as liquidated damages, and the acceptance of the bid will be contingent upon the fulfillment of this requirement by the bidder.
- B. The bid security of the three lowest formal bidders for each contract may be held until the Contract is executed and approved and then returned to the bidders. The balance of bid securities submitted will be returned within seven (7) days after the opening of bids.

#### 5.11. BIDS: SIGNING OF BIDS

- A. Bids which are not signed by individuals making them should have attached thereto a power of attorney evidencing authority to sign the bid in the name of the person for whom it is signed.
- B. Bids which are signed for a co partnership should be signed by all of the co-partners or by an attorney in fact. If signed by an attorney in fact, there should be attached to the bid a power of attorney evidencing authority to sign the bid.
- C. Bids which are signed for a corporation should have the correct corporate name thereof and should be signed by the president or vice president.
- D. If bids are signed for any other legal entity, the authorization of the person signing for such legal entity should be attached to the bid.

#### 5.12. BIDS: MODIFICATION OF BIDS

Modification of bids already submitted will be permitted, provided such modification be in writing and transmitted to the Purchasing Agent of the City prior to closing time. Such modification shall not reveal the total amount of the original or revised bid.

#### 5.13. BIDS: WITHDRAWAL OF BIDS

Any bidder may withdraw their bid any time prior to the closing time, but no bid shall be withdrawn for a period of one hundred twenty (120) days after closing time. Negligence or mistake on the part of the bidder shall not constitute a right to withdraw after closing time. Any bid received after closing time will be rejected.

#### 5.14. BIDS: DUPLICATION OF BIDS

If more than one bid be offered by one party, all such bids shall be returned unopened. If duplicate bids are not discovered until after opening, such duplication shall be cause for immediate rejection of such bids. A party who has quoted prices to a bidder is not thereby disqualified from quoting prices to other bidders, or from submitting a direct bid on their own behalf.

#### 5.15. BIDS: ALTERNATES

- A. If the bid form includes alternates, each bidder shall bid on each alternate unless otherwise directed in the Special Conditions or other Contract Documents.
- B. Each bidder must submit such special data, if any, in respect to such alternate which any section of the Contract Documents requires to be submitted with each bid.

#### 5.16. BIDS: SUPPLEMENTAL UNIT PRICES

- A. On a lump sum contract, or partial lump sum contract, the City reserves the right to reject any or all supplemental unit prices which it deems to be excessive or unreasonable.
- B. In cases where any part or all of the bidding is to be received on a unit price basis, the quantities stated are not intended to govern. The quantities stated, on which unit prices are to be invited are approximate only, and each bidder will be required to make their own estimates of amounts, and to calculate their unit price bid accordingly. Bids will be compared on the basis of the stated number of units in the proposal form. Such estimated quantities, while made from the best information available, are approximate only. Payment on the Contract will be based on actual number of units installed on the completed work. In the event of an error in the extension of prices, the unit price bid shall govern.

#### 5.17. CONTRACTS: AWARD OF CONTRACT

- A. The Contract shall be awarded to the responsible bidder submitting the lowest and most responsive bid within one hundred twenty (120) days from the date of opening of said bids. Award shall be at the sole discretion of the City.
- B. Subject to execution of the Contract by the Director of Finance certifying that a balance of appropriation exists and funds are available, the amount of money appropriated is equal to or in excess of the contract price; provided, however, that if construction is phased and subject to annual appropriation, funds only in the amount of initial appropriation are available and Contractor shall confirm availability of funds before proceeding with work exceeding initial and subsequent annual appropriations.

#### 5.18. CONTRACTS: DEFINITION OF AWARD

The Contract shall be deemed to have been awarded when formal Notice of Award shall have been duly served upon the intended awardee (i.e., the bidder to whom the City contemplates awarding the Contract) by the Purchasing Agent of the City.



### 5.19. CONTRACTS: EXECUTION OF CONTRACTS AND BONDS

- A. The successful bidder shall enter into a written contract agreement with the City on the form attached hereto. The bidder must comply with all State and Federal Laws as to provision of Workers' Compensation. Such contract agreement shall be subject to the Charter of Pueblo, the Code of Ordinances, City of Pueblo, and the Ordinance, if any, creating any Special Improvement District formed to carry out this project.
- B. Each contract shall be executed in one (1) original counterpart, unless instructed otherwise in Notice of Award, and there shall be executed original counterparts of the Contractor's Performance Bond and Payment Bond in equal number to the executed original counterparts of the Contract. Not less than two (2) copies of such executed documents will be retained by the City and one (1) copy will be delivered to the Contractor. The successful contractor must provide workers' compensation insurance and public liability and property damage insurance as outlined in the General Provisions of the Contract. The costs of executing the bonds and contract and insurance, including all notarial fees and expense, are to be paid by the Contractor to whom the Contract is awarded.

### 5.20. CONTRACT: CONTRACT SECURITY

The Contractor shall furnish a good and sufficient Performance Bond and Payment Bond on the forms attached hereto each in an amount not less than the full amount of the contract price, as security for the faithful performance of the Contract and for the payment of all persons performing labor and furnishing material in connection with the work. Said bonds shall be executed by a corporate surety duly authorized to issue bonds in the State of Colorado. Said bonds shall also be complete surety for all guarantees of materials and workmanship required by any provision of the Contract Documents or the specifications. If at any time during the continuance of the Contract a Surety on either of the Contractor's bonds becomes irresponsible or insolvent the City shall have the right to require additional and sufficient sureties which the Contractor shall furnish within ten (10) days after written notice to do so.

### 5.21. CONTRACTS: VERBAL AGREEMENTS

No verbal agreements or conversations with any agent or employee of the City, either before or after execution of the Contract, shall affect or modify any of the terms or obligations contained in any of the documents comprising said Contract.

### 5.22. CONTRACTS: SCHEDULE OF UNIT PRICES

- A. Promptly following the execution of the Contract Documents for all lump sum contracts, the Contractor shall prepare and transmit to the Engineer two copies of an itemized breakdown showing the unit quantities of each major construction item and the corresponding unit prices. Such unit prices shall contain all costs including profit, of each item complete in place. The total cost of all the items shall equal the contract price for the project. This breakdown when approved by the Engineer, will be used primarily in determining payment due the Contractor on periodical estimates. If, in the opinion of the Engineer, any unit price submitted by the

Contractor is unbalanced, a detailed breakdown of the items contained in the unit will be required.

- B. For contracts bid on a unit price basis, unit bid prices for substantially completed work will be used in determining payment due the Contractor on periodical estimates. Partially completed units may be paid for in periodical estimates.

#### 5.23. SUBCONTRACTS: SUBCONTRACTORS

- A. The Contractor shall as soon as possible after the execution of the Contract, notify the City in writing of the names of the subcontractors proposed on the Contract, and shall not employ any subcontractor that the City objects to as incompetent, unfit or otherwise disqualified. Additionally, Contractor shall not employ in the work any subcontractor, nor obtain materials from any supplier, who is (1) debarred or suspended by the Colorado state purchasing director or head of any Colorado purchasing agency or (2) listed on any federal government list of debarments, suspensions or voluntary exclusions, including but not limited to, the List of Parties Excluded from Federal Procurement or Nonprocurement Programs maintained by the General Services Administration.
- B. The Contractor agrees to be fully responsible to the City for the acts or omissions of their subcontractors and of anyone employed directly or indirectly by the Contractor or subcontractors and this contract obligation shall be in addition to the liability imposed by law upon the contractor.
- C. Nothing contained in the Contract Documents shall create any contractual relationship between any subcontractor and the City.
- D. The Contractor agrees to bind every subcontractor (and every subcontractor of a subcontractor) by the terms of the General Provisions and the SPECIAL PROVISIONS of the Contract, Plans and Specifications as far as applicable to their work, unless specifically noted to the contrary in a subcontract approved in writing as adequate by the City.

#### 5.24. SUBCONTRACTS: ASSIGNMENT OF CONTRACT

No assignment by the Contractor of any principal construction contract or any part thereof or of the funds to be received thereunder by the Contractor, will be recognized unless such assignment has had the written approval of the City and the Surety has been given due notice of such assignment and has furnished written consent thereto. Such written approval by the City shall not relieve the Contractor of the obligations incurred by them under the terms of this Contract. In addition to the usual recitals in assignment contracts, the following language must be set forth:

"It is agreed that the funds to be paid to the assignee under this assignment are subject to a prior lien for services rendered or materials supplied for the performance of the work called for in said contract in favor of all persons, firms or corporations."



## 5.25. SUBCONTRACTS: OTHER CONTRACTS

The City may award other contracts for additional work, at the site of the project (or other locations) and the Contractor shall fully cooperate with such other contractors and carefully fit their own work to that provided under other contracts as may be directed by the City. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor.

## 5.26. INDEMNITY AND INSURANCE: INDEMNITY

The Contractor and their sureties shall indemnify, defend and save harmless the City of Pueblo and all of its officers, agents and employees from all suits, actions or claims of any character, name and description brought for or on account of any injuries or damage received or sustained by any person or persons or property, on account of any negligent act or fault of the Contractor, their agents or employees, in performance of said Contract; or on account of the failure of the Contractor to provide necessary barricades, warning lights or signs; and shall forthwith pay any judgment, with costs, which may be obtained against the City, its officers, agents or employees, growing out of such injury or damage.

## 5.27. INDEMNITY AND INSURANCE: CONTRACTOR'S INSURANCE

The Contractor shall not commence work under this Contract until Contractor has obtained at their own expense and without cost to the City all insurance required under this paragraph and such insurance has been approved by the City Attorney, nor shall the Contractor allow any subcontractor to commence work on their subcontract until all similar insurance required of the subcontractor has been so obtained and approved. The Contractor shall maintain such insurance until the final acceptance by the City of all construction covered by the Contract.

- A. **Commercial General Liability Insurance:** The Contractor 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 Contractor with respect to all work performed by them and all their subcontractors under the Contract, to be written on a Commercial General Liability policy form CG 00 01. 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 be endorsed naming the City of Pueblo, its agents, officers, and employees as additional insureds. To the extent that Contractor's work, or work under their direction, may require blasting, explosive conditions, or underground operations, the commercial general liability coverage shall contain no exclusion relative to blasting, explosion, collapse of building, or damage to underground property. The policy shall also provide coverage for contractual liability assumed by Contractor under the provisions of the Contract, and "Completed Operations and Projects Liability" coverage.
- B. **Comprehensive Automobile Liability Insurance:** The Contractor shall procure and maintain during the period of the Contract 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 Contractor 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 Contractor.

- C. **Workers' Compensation Insurance:** The Contractor shall procure and maintain during the period of this Contract and for such additional time as work on this project is being performed, Workers' Compensation Insurance, including Occupational Disease Provisions, fully complying with the provisions of the Workers' Compensation Act, as amended, of the State of Colorado. Such insurance shall be obtained notwithstanding that Contractor may have no employees as defined under said Act or that Contractor might otherwise avail itself of an exemption under the Act from any legal requirement to obtain such coverage. Such insurance shall cover all employees of Contractor performing work on the project irrespective of whether such employees may be shareholders, managers, partners or owners of Contractor or exempt employees under the Act. If any class of employees engaged in hazardous work under this Contract at the site of the project is not protected by the Workers' Compensation Statute, the Contractor shall provide, and similarly shall cause each subcontractor to provide, special insurance for the protection of such employees not otherwise protected. Workers' Compensation policy shall contain an endorsement waiving subrogation against the City.
- D. **Inland Marine/Installation Floater Insurance:** All tools and equipment that the Contractor has at the job site or is owned by the Contractor and/or subcontractors are the responsibility of the Contractor, respectively. When specified in [SPECIAL PROVISIONS](#) Contractor shall obtain an installation floater to cover that portion of the work to be constructed, installed, altered or repaired by contractor. The installation floater policy must include coverage for the fixtures, materials, supplies, machinery and equipment used in or incidental to the construction project as well as property kept off-site or while in transit. Coverage must also include property of others in the contractor's care, custody or control including but not limited to materials paid for by City pursuant to General Provisions Section 5.63 of this contract. The City shall be named as loss payee on the policy with coverage extending through the final completion date for all materials or supplies purchased for the project. The City of Pueblo assumes no responsibility for protection, maintenance, or repair of any tools or equipment used on this project.
- E. **Builder's Risk Insurance:** When specified in [SPECIAL PROVISIONS](#), the Contractor shall secure and maintain during the period of this Contract, Builder's Risk "All Risk" Completed Value Insurance coverage (including vandalism) upon 100% of the cost of the entire project which is the subject of this Contract and including completed work, work in progress, and materials delivered to the site for incorporation therein. Such insurance shall include as additional named insureds, the City, its officers, agents and employees, and any other person with an insurable interest designated by the City as an Additional Named Insured. Such insurance may have a

\$2,500 maximum deductible clause, which deductible amount shall be the responsibility of the Contractor. In the event the project site is located within the floodway or floodplain, or located within 500 feet of any lake, stream, river or other natural watercourse, the policy shall contain a flood endorsement.

- F. **Any Subcontractor Performing Work for the Contractor:** Any subcontractor performing work for the Contractor under the Contract shall provide certificates of insurance protection to the Contractor and to the City of Pueblo, Colorado, of the same type and in the same amounts as required by the Contractor.
- G. **The Insurance Coverage:** The insurance coverage enumerated in the above subparagraphs constitutes the minimum requirements and said enumeration shall in no way lessen or limit the liability of the Contractor under the terms of the Contract. The Contractor shall procure and maintain, at their own cost and expense, any additional kinds and amounts of insurance that, in their own judgement, may be necessary for their proper protection in the prosecution of the work.
- H. **Certificates of Insurance:** Certificates of Insurance for Workers' Compensation Insurance, Commercial General Liability Insurance, and Comprehensive Automobile Liability Insurance shall be filed with the City prior to the execution of the Contract. Certificates for Inland Marine/Installation Floater Insurance and Builder's Risk Insurance shall also be filed with the City when such insurance is required for the project. Said insurance shall not thereafter be canceled, permitted to expire, or be changed without 30 days advance written notice to the City.

## 5.28. GUARANTEES, PATENTS, PERMITS: GUARANTEES

- A. All work shall be constructed in compliance with applicable building and construction codes and must be guaranteed for a period of two (2) years from the date of final acceptance, or for such other period as may be required in the [SPECIAL PROVISIONS](#).
- B. In placing orders for equipment, the Contractor shall purchase same only under a written guarantee from the respective manufacturer that the equipment supplied will function satisfactorily as an integral part of the completed project in accordance with the plans and specifications. Furthermore, the Contractor shall require that the manufacturer agree in writing at the time the order for equipment is placed, that they will be responsible for the proper functioning of the equipment in cooperation with the Contractor, and that whenever necessary during the installation period or tuning up period following construction period the manufacturer will supply, without additional cost to the City, such superintendence and mechanical labor and any additional parts and labor needed to make the equipment function satisfactorily, even if same was not shown on approved shop drawings.
- C. The provisions of this section concerning guarantee by Contractor shall be construed in a manner consistent with the requirements and limitations of 23 CFR § 635.413.

## 5.29. GUARANTEES, PATENTS, PERMITS: PERMITS, SURVEYS, AND COMPLIANCE WITH LAWS

- A. Except as may otherwise be indicated in the Contract Documents, the Contractor shall procure at their own expense all permits, licenses, and bonds necessary for the prosecution of their work, and/or required by Municipal, State, and Federal regulations and laws, including, but not limited to, permits for transportation of materials and equipment, blasting, environmental permits, and any other permit required for the project or Contractor's operations, regardless of whether the necessity for such permit is disclosed in the plans and specifications.
- B. The City will furnish all site surveys, easements, and rights of way necessary for construction of any permanent works required in the specifications, where such work is to be done on property other than the City's.
- C. The Contractor shall give all notices, pay all fees and taxes, including City Sales and Use Taxes, and comply with all Federal, State and Municipal laws, ordinances, rules, and regulations and building and construction codes bearing on the conduct of the work. This Contract as to all matters not particularly referred to and defined herein shall notwithstanding be subject to the provisions of all pertinent ordinances of the Municipality within whose limits the work is constructed, which ordinances are hereby made part hereof with the same force and effect as if specifically set out herein.
- D. This Contract is specifically subject to the provisions of the Charter of Pueblo, all applicable portions of the 1971 Code of Ordinances of Pueblo, Colorado, and of the ordinance, resolution or order of the City Council authorizing this improvement. The aggregate payment on this Contract may not exceed the estimates of the Engineer nor the amount budgeted for the project. If the cost of the improvement to be constructed under this Contract is to be assessed upon the owners of land benefited by such improvements, upon complaint of any such landowner that the improvement is not being constructed in accordance with the Contract, the Council may consider the complaint and make such order in the premises as shall be just, and such order shall be final and conclusive.

## 5.30. GUARANTEES, PATENTS, PERMITS: DEFENSE OF CLAIMS OR SUITS BY REASON OF PATENT INFRINGEMENT

The Contractor shall pay for all royalties and patents for any patented product used by them or incorporated in the work, and shall defend all claims or suits for infringement of any patent right brought against themselves thereof; except such claims or suits arising by reason of patent infringements or unauthorized use of patented processes where such is the direct result of specification requirements (as distinguished from patented articles, apparatus, or equipment).

## 5.31. GUARANTEES, PATENTS, PERMITS: LICENSE OR ROYALTY FEES

If the project is designed so as to require or permit the use of a process or processes (as distinguished from articles, apparatus, or equipment) for which license or royalty fees will be charged, such fees for

the use of such processes will be paid by the Contractor to the Patentee, Licensee or owner of such process, and bidder shall include shall fees in their bid.

### 5.32. PLANS AND SPECIFICATIONS

- A. All work shall be executed in strict conformity with the plans and specifications, and the Contractor shall do no work without proper drawings and instructions.
- B. The City will furnish to the Contractor one (1) complete set of Contract Documents, including drawings. Additional copies of same or any part thereof shall be furnished at the expense of the Contractor.
- C. Figured dimensions on the plans shall be taken as correct but shall be checked by the Contractor before starting construction. Any errors, omissions, or discrepancies shall be brought to the attention of the Engineer and their decision thereon shall be final. All notes on the plans shall be followed. Corrections of errors, or omissions on the drawings or specifications may be made by the Engineer when such correction is necessary for the proper execution of the work.

### 5.33. PLANS AND SPECIFICATIONS: INTENT OF CONTRACT DOCUMENTS

- A. The sections of the Contract Documents and the contract plans are complementary, and what is called for by anyone shall be binding as if called for by all. The intention of the Contract Documents is to include in the contract price the cost of all labor and materials, water, fuel, tools, plant, equipment, light, transportation, and all other expense as may be necessary for the proper execution of the work.
- B. Any work shown on the plans and not covered in the specifications or included in the specifications and not shown on the plans shall be executed by the Contractor as though shown both on the plans and included in the specifications. If the plans and specifications should be contradictory in any part, the specifications shall govern.
- C. If the Contractor, in the course of the work, finds any discrepancy between the plans and the physical layout, or any errors or omissions in plans or layout, the Contractor shall immediately so inform the Engineer, and the Engineer shall promptly verify them. Any work done after such discovery without written consent of the Engineer authorizing same shall be done at the Contractor's risk.
- D. Any minor items not specifically called for in the plans and specifications, but which are necessary to complete the work ready for use in accordance with the requirements of good practice, as determined by the Engineer, shall be included as a part of the Contractor's bid price and furnished at no additional cost to the City.
- E. In interpreting the Contract Documents, words describing materials or work which have a well known technical or trade meaning, unless otherwise specifically defined in the Contract Documents, shall be constructed in accordance with such well known meaning recognized by architects, engineers, and the trade.

#### 5.34. PLANS AND SPECIFICATIONS: INTERPRETATION OF CONTRACT DOCUMENTS

If any person contemplating submitting a bid for this Contract is in doubt as to the true meaning of any part of the plans, specifications, or other contract documents, they may submit to the Engineer a written request for an interpretation thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation of the documents will be made only prior to closing time and by written addendum duly issued or delivered to each person receiving a set of such documents. The City will not be responsible for any other explanations or interpretations of the documents.

#### 5.35. PLANS AND SPECIFICATIONS: STANDARD MANUFACTURER

Wherever the terms "standard", "recognized" or "reputable" manufacturer are used, they shall be construed as meaning manufacturers who have been engaged in the business of fabricating materials, equipment, or supplies of the nature called for by the specifications for a reasonable period of time prior to the date set for opening of bids, and who can demonstrate to the satisfaction of the City that said manufacturer has successfully installed equipment, materials, or supplies of the type proposed to be furnished in at least three instances and that the performance of such materials, equipment, or supplies for a period of over twelve months prior to the date fixed for opening bids shall, prima facie, be deemed to have been engaged in such business for a reasonable length of time.

#### 5.36. PLANS AND SPECIFICATIONS: "OR EQUAL" CLAUSE

Whenever in any section of the Contract Documents, plans or specifications, any article, material, or equipment is defined by describing a proprietary product, or by using the name of a manufacturer or vendor, the term "or equal" if not inserted, shall be implied. The specific article, material, or equipment mentioned shall be understood as indicating the type, function, minimum standard of design, efficiency, and quality desired and shall not be construed in such a manner as to exclude manufacturers products of comparable equality, design, and efficiency.

#### 5.37. PLANS AND SPECIFICATIONS: MATERIALS AND WORKMANSHIP

- A. The Contractor shall provide and pay for all materials, labor, water, tools, equipment, light, power, heat, transportation, and other facilities necessary for the execution and completion of the Contract. Unless otherwise stipulated in the specifications, all workmanship, equipment, materials, and articles incorporated in the work covered by this Contract are to be new and of the best grade of their respective kinds for their purpose. The Contractor shall furnish to the Engineer, for their approval, the name of the manufacturer of machinery, mechanical and other equipment, which the Contractor contemplates installing, together with their performance capacities and other pertinent information.
- B. If not otherwise provided, material or work called for in this Contract shall be furnished and performed in accordance with well known established practice and standards recognized by architects, engineers, and the trade in so far as possible.
- C. When required by the specifications, or when called for by the Engineer, the Contractor shall furnish for approval full information concerning the materials or articles which the Contractor contemplates incorporating in the work. Samples of materials shall be submitted for approval



when so directed. Machinery, equipment, materials, and articles installed or used without such approval shall be at the risk of subsequent rejection. All materials and workmanship shall be guaranteed by the Contractor and Surety for a period of two (2) years from date of final acceptance, or for such period as may be required in the [SPECIAL PROVISIONS](#).

- D. No material of any kind shall be installed in the project until it has been inspected and approved by the Engineer. All material rejected shall be immediately removed from the site of the work and not again offered for inspection. Any materials or workmanship found at any time to be defective shall be remedied at once regardless of previous inspections.
- E. At any time during the course of construction of this project when in opinion of the Engineer, provisions of the plans, specifications, or contract provisions are being violated by the Contractor or their employees, the Engineer shall have the right and authority to order all construction to cease or material to be removed, until arrangements satisfactory to the Engineer are made by the Contractor for resumption of the work in compliance with the provisions of the Contract.

#### **5.38. PLANS AND SPECIFICATIONS: SHOP DRAWINGS**

- A. The Contractor, as soon as possible after approval of the source and the purchase of items of materials and equipment, shall submit to the Engineer all shop or setting drawings and schedules required for the work, including those pertaining to structural and reinforcing steel. The Contractor shall make any corrections in the drawings required by the Engineer, and resubmit same without delay.
- B. Three final copies of all shop or setting drawings shall be submitted to the Engineer, who after checking will retain two copies and return one copy to the Contractor. The Engineer's approval of shop drawings of equipment and material shall extend only to determining the conformity of such equipment and materials with the general features of the design drawings prepared by the Engineer. Shop drawings are not part of the Contract Documents and do not modify the Contract Specifications. It shall be the responsibility of the Contractor to determine the correctness of all dimensions and minor details of such equipment and materials so that when incorporated in the work correct operations will result.

#### **5.39. ENGINEER, INSPECTION, AND TESTING: AUTHORITY OF ENGINEER**

- A. The Engineer shall decide all questions which may arise as to the fulfillment of the Contract on the part of the Contractor and their decision thereon shall be final and conclusive. The Engineer shall have authority to reject all work and materials which do not conform to the Contract and to decide questions which arise in the execution of the work.
- B. If, in the opinion of the Engineer, the work being done by the Contractor is in violation in any way with the terms of the Contract, the Engineer shall forthwith notify the Contractor to cease said violation.

- C. The Engineer shall, upon presentation to them, make prompt decisions in writing on all claims of the Contractor and on all other matters relating to the execution and progress of the work or the interpretation of the Contract Documents. All such decisions of the Engineer shall be final and conclusive.
- D. The Contractor shall submit schedules which shall show the order in which the Contractor proposes to carry on the work, but the right to stipulate the order in which the Contract shall be carried out is reserved to the Engineer.
- E. In the event either City or Contractor remains dissatisfied with the final decision of the Engineer hereunder, the City or Contractor may seek judicial review thereof pursuant to Rule 106, C.R.C.P. In no event shall the Contractor slow or stop the work while a determination is pending under this section 3.51, and the City will continue to make payment in accordance with the Contract Documents except as to any amount in dispute.

#### 5.40. ENGINEER, INSPECTION, AND TESTING: TESTING OF MATERIALS

- A. Attention of the Contractor is directed to the materials tests required on this Contract. All laboratory tests shall be approved by an approved testing laboratory. The specific test requirements are set forth in the sections of these specifications which describe the materials or apparatus to be tested. The Contractor shall furnish the Quality Control materials to be tested and shall pay transportation charges and costs of testing on any samples required to be submitted to the laboratory.
- B. Where certified test reports are required to be furnished by the manufacturer, the Contractor shall furnish duplicate copies of the reports before the material will be approved for use.

#### 5.41. ENGINEER, INSPECTION, AND TESTING: STAKING WORK

- A. The Engineer will set control stakes for general layout and all necessary grade stakes for construction work. The protection and care of such stakes shall be the responsibility of the Contractor. The Contractor may, at the discretion of the Engineer, be required to pay the cost of replacing stakes which are lost or destroyed. The detail layout of structures and staking of individual items shall be done by the Contractor subject to verification by the Engineer as to compliance with the contract plans and specifications. In any case, the Contractor shall be responsible for the correctness and accuracy of the detail layout of finished structures.
- B. Any personnel engaged in the surveying work on the project by the Contractor or their subcontractors, who is judged by the Engineer to be incompetent shall be removed from the work and replaced by competent personnel.

#### 5.42. ENGINEER, INSPECTION, AND TESTING: FAILURE TO COMPLETE WORK ON TIME

In case the Contractor shall fail to fully perform and complete the work in conformity with the provisions and conditions of the Contract within the specified time limit set forth in the Bid Form or within such



further time as, in accordance with the provisions of this agreement shall be fixed or allowed for such performance and completion, the Contractor shall and will pay to the City of Pueblo for each and every day of the additional time in excess of the contract time and any granted extensions thereof, the sum given in the following schedule which said sum per calendar day is agreed upon, fixed and determined by the parties hereto. The amounts shown are considered to be liquidated damages to reimburse the City for the additional costs caused by delayed completion and in no case constitute a penalty. The amounts set forth below may be reduced or supplemented for project specific considerations as provided for in [SPECIAL PROVISIONS](#).

| ORIGINAL               | AMOUNT OF LIQUIDATED                                                        |
|------------------------|-----------------------------------------------------------------------------|
| CONTRACT AMOUNT        | DAMAGES PER DAY                                                             |
| Less than \$49,999     | \$200.00                                                                    |
| \$50,000 to \$99,999   | \$250.00                                                                    |
| \$100,000 to 249,999   | \$300.00                                                                    |
| \$250,000 to \$499,999 | \$400.00                                                                    |
| \$500,000 to \$999,999 | \$500.00                                                                    |
| \$1,000,000 and above  | \$1,000.00 plus any additional<br>amount specified in Special<br>Provisions |

5.43. [ENGINEER, INSPECTION, AND TESTING: INSPECTION](#)

- A. The Engineer and their authorized representatives shall at all times have access to the work wherever it is in preparation or progress and the Contractor shall provide proper and safe facilities for such access and for inspection.
- B. The Engineer shall have the right to reject materials and workmanship which are defective, or require their correction. Rejected workmanship shall be satisfactorily corrected and rejected materials shall be removed from the premises without charge to the City. If the Contractor does not correct such condemned work and remove rejected materials within a reasonable time fixed by written notice, the City may remove them and charge the expense to the Contractor.
- C. Should it be considered necessary or advisable by the Engineer at any time before final acceptance of the entire work to make an examination of work already completed, by removing or tearing out same, the Contractor shall on request promptly furnish all necessary facilities, labor, and materials. If such work is found to be defective in any material respect due to fault of the Contractor or their subcontractors, the Contractor shall defray all the expenses of such examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the Contract, the actual cost of labor and material necessarily involved in the examination and replacement, plus fifteen (15) percent, will be allowed the Contractor.
- D. All materials to be incorporated in the work, all labor performed, all tools, appliances, and methods used shall be subject to the inspection and approval or rejection of the Engineer.

- E. If the Engineer shall point out to the Contractor, their foreman or agent any neglect or disregard of the contract provisions, such neglect or disregard shall be remedied and further defective work shall be at once discontinued.
- F. The Contractor shall execute the work only in the presence of the Engineer or authorized inspectors, unless provision has been made for the work to proceed without complete engineering supervision or inspection. The presence of the Engineer or Inspector shall in no way relieve the Contractor of the responsibility of this Contract, or be any warrant for the furnishing of bad material or poor workmanship.
- G. The inspection and supervision of the work by the Engineer is intended to aid the Contractor in applying labor, materials, and workmanship in compliance with the contract provisions. Such inspection and supervision, however, shall not operate to release the Contractor from any of their contract obligations.

#### 5.44. CONTRACTOR'S WORKING CONDITIONS: SUPERINTENDENCE

- A. The Contractor shall give their personal superintendence to the work or have at the site of the work at all times a competent foreman, superintendent, or other representative satisfactory to the Engineer and having authority to act for the Contractor. All directions given to them shall be as binding as if delivered to the Contractor. Such directions shall be confirmed upon written request to the Engineer by the Contractor or their superintendent.
- B. In so far as it is practicable and except in the event of discharge by the Contractor or in the event of proven incompetence, the individual who has been designated to represent the Contractor shall so act and shall follow without delay instructions of the Engineer in the prosecution of the work in conformity with the Contract.

#### 5.45. CONTRACTOR'S WORKING CONDITIONS: LABOR

- A. The Contractor shall employ none but competent and skilled workers and foremen in the conduct of work on this Contract. The Contractor shall at all times enforce strict discipline and good order among their employees. The Engineer shall have the authority to order removal from the work of any Contractor's employee who refuses or neglects to observe any of the provisions of these plans or specifications, or who is incompetent, unfaithful, abusive, threatening, or disorderly in their conduct, and any such person shall not again be employed on this project without permission of the Engineer.
- B. Colorado labor shall be employed to perform the work to the extent of not less than eighty percent (80%) of each type of class of labor in the several classifications of skilled and common labor employed on this project, as required and defined in Article 17 of Title 8 of C.R.S.; provided, however that this subsection (b) shall be suspended and of no effect to the extent prohibited or inconsistent with a requirement of federal law or regulation or the terms and

conditions of any grant or cooperative agreement to which the City is a party and which concerns the Project.

- C. If required, Contractor shall comply with all of the Davis-Bacon Act. Contractor shall be responsible for educating its officers, employees, representatives, contractors, and subcontractors regarding the applicable Davis-Bacon wages to be paid on this project. Contractor shall be responsible for requesting additional classifications, if necessary, and appealing any wage decisions to the Department of Labor or other applicable governmental entity. Contractor assumes the risk of an unfavorable wage determination.

#### 5.46. CONTRACTOR'S WORKING CONDITIONS: USE OF JOB SITE AND PRIVATE LAND

- A. The Contractor shall confine their equipment, apparatus, the storage of materials and operations of their workers to limits indicated by law, ordinances, permits or directions of the City and shall not encumber the premises with their materials.
- B. The Contractor shall not load or permit any part of the structure to be loaded with a weight that will endanger its safety. The Contractor shall enforce the Engineer's instructions regarding signs, advertisements, fires, and smoke.
- C. The Contractor shall not use any vacant lot or private land as a plant site, depository for materials, or as a spoil site without the written authorization of the owner (or their agent) of the land, a copy of which authorization shall be filed with the City. The Contractor shall not interrupt, constrict, or alter established drainage ways on vacant lots or private land without first obtaining permission from the Engineer and the property owner.

#### 5.47. CONTRACTOR'S WORKING CONDITIONS: PROTECTION OF THE PUBLIC, WORK, AND PROPERTY

- A. The Contractor shall provide and maintain all necessary watchmen, barricades, red lights, and warning signs and take all necessary precautions for the protection of the public. The Contractor shall continuously maintain adequate protection of all work from damage, and shall take all reasonable precautions to protect the City's property from injury or loss arising in connection with the Contract. The Contractor shall make good any damage, injury, or loss to their work and to the property of the City, except such as may be due to errors in the Contract Documents, or caused by agents or employees of the City.
- B. The Contractor shall continuously maintain adequate protection of all their work from damage and shall protect the City's and adjacent property from injury arising from or in connection with this Contract.
- C. The Contractor will be responsible for any and all damage to property, public or private, that may be caused by their operations in the performance of this Contract, and the Contractor shall defend any suit that may be brought against themselves or the City on account of damage inflicted

by their operations, and shall pay any judgements awarded to cover such damage; provided, however, that if either party to this Contract should suffer injury or damages in any manner because of any wrongful act or neglect of the other party or of anyone employed by them, then they shall be reimbursed by the other party for such damage. Notice of pending claim for such reimbursement shall be made in writing to the party responsible within a reasonable time of the first observance of such damage, and the claim shall be filed and adjusted prior to the time of final payment.

#### 5.48. CONTRACTOR'S WORKING CONDITIONS: ACCIDENT PREVENTION

Precaution shall be exercised at all times for the protection of persons (including employees) and property. The safety provisions of applicable local ordinances, State, and Federal laws, and building and construction codes shall be observed. Machinery, equipment, and all hazards shall be guarded or eliminated in accordance with the safety provisions of the Manual of Accident Prevention in Construction, published by the Associated General Contractors of America, to the extent that such provisions are not in contravention of applicable law.

#### 5.49. CONTRACTOR'S WORKING CONDITIONS: INTERFERENCE WITH TRAFFIC

In executing the work on this project the Contractor shall not unnecessarily impede or interfere with traffic on public highways or streets. Any question as to what constitutes unnecessary interference with traffic or a hazard to traffic shall be determined by the Engineer and the Traffic Engineer of the City. The Contractor shall confer with and keep Police and Fire Departments of the City fully informed as to street or alleys which are to be closed to traffic for construction purposes. The Contractor shall be responsible for coordination of their work with all affected utilities.

#### 5.50. CONTRACTOR'S WORKING CONDITIONS: SANITARY CONVENIENCES

The Contractor shall provide and maintain at the site of the construction work at all times, suitable sanitary facilities for use of those employed on this Contract without committing any public nuisance. Pit type toilets shall be of proper design and fly tight. All toilet facilities shall be subject to the approval of the Pueblo City County Health Department.

#### 5.51. CONTRACTOR'S WORKING CONDITIONS: WORK IN BAD WEATHER

No construction work shall be done during stormy, freezing or inclement weather, except such as can be done satisfactorily, and in a manner to secure first class construction throughout, and then only subject to the permission of the Engineer.

#### 5.52. CONTRACTOR'S WORKING CONDITIONS: COMPLIANCE WITH IMMIGRATION REFORM AND CONTROL ACT OF 1986

By submitting a bid, the Contractor certifies that Contractor has complied with the United States Immigration Reform and Control Act of 1986. Contractor represents and warrants that to the extent

required by said Act, all persons employed by Contractor for performance of this Contract have completed and signed Form I-9 verifying their identities and authorization for employment.

#### 5.53. CLEANUP AND FINAL COMPLETION: CLEANING UP AND FINAL INSPECTION

- A. The Contractor shall at all times keep the site of the work free from accumulations of waste materials or rubbish caused by their employees or work and at the completion of the work they shall remove all their rubbish from and about the work and all their tools, equipment, scaffolding and surplus materials and shall leave their work clean and ready to use. In case of dispute, the City may remove the rubbish and surplus materials and charge the cost to the Contractor. This requirement shall not apply to property used for permanent disposal of rubbish or waste materials in accordance with permission of such disposal granted to the Contractor by the City therefore.
- B. All sewers, conduits, pipes and appurtenances and all tanks, pump wells, chambers, buildings, and other structures shall be kept clean during construction; and as the work or any part thereof approaches completion, the Contractor shall systematically and thoroughly clean and make any needed repairs to them. The Contractor shall furnish at their own expense, suitable tools and labor for removing all water and cleaning out all dirt, mortar, and foreign substances. Any undue leakage of water into the structures such as to make the work, in the opinion of the Engineer, fall short of first class work, shall be promptly corrected by the Contractor at their own expense. Cleaning and repairs shall be arranged, so far as practical, to be completed upon finishing the construction work. Notice to begin the final cleaning, and repairing, if such is needed, will be given by the Engineer, who at the same time will make their final inspection of the work. The Engineer will not approve the final estimate of any portion of the work until after the final inspection is made and the work found satisfactory.

#### 5.54. CLEANUP AND FINAL COMPLETION: CUTTING AND PATCHING

- A. The Contractor shall do all cutting, fitting or patching of their work that may be required to make its several parts fit together or to receive the work of other contractors shown upon, or reasonably implied by, the plans and specifications of the completed project.
- B. Any cost caused by defective or ill timed work shall be borne by the party responsible therefore.
- C. The Contractor shall not endanger any work by cutting, digging or otherwise, and shall not cut or alter the work of any other contractor without the consent of the Engineer.

#### 5.55. CLEANUP AND FINAL COMPLETION: FINAL TESTS

After completion of the work the Contractor shall make any and all tests required by the specifications or by municipal or state regulations, and where so provided in said regulations shall furnish the City with certificates of inspection by the municipal or state regulatory bodies. The Contractor shall also make all tests required by the National Board of Fire Underwriters for the purpose of determining insurance rates or other protection of City or the Public.

#### 5.56. CLEANUP AND FINAL COMPLETION: CORRECTION OF WORK AFTER FINAL PAYMENT

Neither the final payment nor any provision in the Contract Documents shall relieve the Contractor of the responsibility for negligence or faulty materials or workmanship, whether latent or patent, within the extent and period provided by law.

#### 5.57. CLEANUP AND FINAL COMPLETION: TERMINATION FOR CAUSE

- A. In the event the Contractor shall be adjudged as bankrupt, or shall make a general assignment for the benefit of their creditors, or a receiver shall be appointed on account of their insolvency, or if they shall persistently or repeatedly refuse or should fail to supply enough properly skilled workers or proper materials, or shall fail to maintain required insurance, or shall fail to make prompt payment to subcontractors or for material or labor, or persistently disregard laws, or ordinances or the instructions of the Engineer, or otherwise be guilty of a substantial violation of any provisions of the Contract, the City may serve written notice upon the Contractor and the Surety of its intention to terminate the Contract, and unless within ten days after the serving of such notice upon the Contractor, such violation shall cease and satisfactory arrangement for correction be made, the Contract shall, upon the expiration of said ten days cease and terminate. In the event of any such termination, the City shall immediately serve notice thereof upon the Surety and the Contractor, and the Surety shall have the right to take over and perform the Contract; provided, however, that if the Surety does not commence performance thereof within thirty days from the date of the mailing to such Surety of a notice of termination, the City may take over the work and prosecute the same to completion for the account and at the expense of the Contractor, and the Contractor and their Surety shall be liable to the City for any excess cost thereby occasioned the City. If the unpaid balance of the contract price shall exceed the expense of finishing the work, including compensation for additional managerial and administrative services, such excess shall be paid to the Contractor. The expense incurred by the City herein provided, and the damages incurred through the Contractor's default, shall be determined by the Engineer whose decision thereon shall be final and conclusive.
- B. Where the Contract has been terminated by the City, said termination shall not affect or terminate any of the rights of the City as against the Contractor and their Surety then existing or which may thereafter accrue because of such default. Any retention by the City of the moneys due the Contractor under the terms of the Contract shall not release the Contractor or their Surety from liability for their default.

#### 5.58. CLEANUP AND FINAL COMPLETION: FINAL ACCEPTANCE OF THE WORK

- A. The Contract shall be deemed as having been finally accepted by the City upon authorization of final payment issued by the Engineer.
- B. Use of part of the improvement by the City before completion of the entire project is not to be construed by the Contractor as an acceptance by the City of that part so used.



#### 5.59. CLEANUP AND FINAL COMPLETION: COMMENCEMENT AND COMPLETION OF WORK

- A. The Contractor shall commence work within three (3) calendar days of the date of execution of the Contract (unless otherwise stated in the Bid Form), and complete the Contract within the number of calendar days from the date of the Notice to Proceed as stated in the Bid Form.
- B. The dates fixed for commencement and completion of the work shall be extended for a period equivalent to the time lost because of severe and unusual weather, non delivery of properly ordered materials, or other cause over which the Contractor is not responsible. The Contractor shall document reasons for requesting any such extensions in a letter to the Engineer, and the Engineer shall fix the period of extensions, if any, their decision being binding upon both parties. If satisfactory execution and completion of the Contract shall require work or materials in substantially greater amounts or quantities than those set forth in the Contract, then the contract time shall automatically be increased in the same proportions as the cost of the additional work bears to the original contracted for. No allowance will be made for delays or suspension of the prosecution of the work due to the fault of the Contractor or their subcontractors or suppliers.

#### 5.60. CLEANUP AND FINAL COMPLETION: LIQUIDATED DAMAGES

- A. In the event that the Contract has not been completed within the specified time (including any approved time extensions as described in Paragraph COMMENCEMENT AND COMPLETION OF WORK) the amounts set forth in Paragraph FAILURE TO COMPLETE WORK ON TIME will be deducted from the amount paid the Contractor, as liquidated damages.
- B. No other liquidated damages will be charged for noncompletion within the specified time unless specifically stated in the Special Provisions.

#### 5.61. CLEANUP AND FINAL COMPLETION: WAIVER OF STATUTORY LIMITATIONS AND CONDITIONS

The rights and remedies available to City under the Contract Documents, including the City's right to recover liquidated damages, are in addition to, and not limited by, any rights, remedies and limitations provided under law. By bidding upon and entering into this Contract, the Contractor specifically waives all provisions of Chapter 8 of Article 20 of Title 13, Colorado Revised Statutes including, without limitations, those relating to defects in the work under the Contract, limitation of damages and notice of claim process.

#### 5.62. MEASUREMENT AND PAYMENT: MEASUREMENT OF WORK

- A. If the bid for the work under this Contract is on a unit price basis, the actual number of units of each item of work to be constructed may be more or less than the corresponding number given in the bid form or plans, but no variation will be made in the contract unit prices on the account. No extra measurement of any kind will be allowed in measuring the units of work under this

Contract, but the actual units of work shall be considered and all lengths will be measured on the centerline of the work, whether straight or curved. The Contractor will be paid the contract price for each unit of work done, which price will include the cost of all work described in the unit specifications.

- B. The method of measurement shall be as described in that part of the specifications covering the particular units of work or materials furnished.

### 5.63. MEASUREMENT AND PAYMENT: PAYMENTS

- A. The Contractor shall prepare and submit to the Engineer a detailed estimate of the work performed during the preceding calendar month, and at the time of completion of the work under the Contract, the Contractor shall prepare and submit to the Engineer a detailed estimate of the work performed since the last calendar month for which the Contractor has submitted an estimate, such estimates to be used after approval as a basis for periodical and final payments. In City's sole and absolute discretion, City may require certifications of payment by any supplier, subcontractor, and materialmen of Contractor with respect to the work performed. When approved, one copy of such estimate will be returned to the Contractor.
- B. Not later than the 21st day after approval of periodic estimate and receipt of all other required payment submittals as detailed in [SPECIAL PROVISIONS](#), the City will make partial payment to the Contractor on the basis of a duly certified and approved estimate and certifications, if required, of the work performed by the Contractor during the preceding calendar month. The City, at its discretion, may include in such monthly estimates payment for materials that will eventually be incorporated in the project, provided that such material is suitably stored on the site of the project at the time of submission of the estimate for payment. Payment for materials on hand but not in place, unless otherwise provided in the Special Provisions, shall be based on the Contractor's cost of such materials stored at the job site, as evidenced by material bills and freight bills. No additional allowances will be made for handling or drayage by the Contractor's forces, nor overhead, insurance, profit, or other incidental costs. The Contractor shall, if required by the Engineer, present certified copies of receipted bills and freight bills for such materials. Such material when so paid for by the City shall become the property of the City, and in case of default on the part of the Contractor, the City may use or cause to be used by others these materials in construction of the project.
- C. The City will retain a percentage of the amount of each periodical estimate until the final completion and acceptance by the City of all work included in this Contract. Unless otherwise specified in [SPECIAL PROVISIONS](#), the percentage retained shall be 10%, except that the retainage on the periodic estimate considered to be the final estimate may be reduced by the Engineer to an amount deemed by them sufficient to complete minor work, effect minor repairs or perform minor cleanup, provided, however, that in no event may retainage be reduced to less than five percent (5%) of the original contract amount. Nothing in this section shall be



construed to limit or restrict the City's right to withhold additional amounts pursuant to Section WAIVER OF STATUTORY RETENTION LIMITS of these General Provisions.

- D. Final payment of the percentage retained by the City on the monthly periodical estimates and on the final estimate will be paid to the Contractor not more than thirty (30) days after final acceptance by the City of the work on this Contract and publication of the statutorily required Notice of Final Settlement.

#### 5.64. MEASUREMENT AND PAYMENT: WAIVER OF STATUTORY RETENTION LIMITS

Contractor acknowledges that the City will retain up to 10% of each periodical estimate as set forth in paragraph PAYMENTS (c) above. By bidding upon and entering into this Contract, the Contractor knowingly and voluntarily waives any and all right or entitlement it may have for a lesser percentage to be retained from payments pursuant to Section 24-91-103(1)(a) of the Colorado Revised Statutes.

#### 5.65. MEASUREMENT AND PAYMENT: CITY'S RIGHT TO WITHHOLD CERTAIN AMOUNTS AND MAKE APPLICATIONS THEREOF

- A. The City may withhold, in addition to retained percentages, from any payment to the Contractor, such an amount or amounts as may be necessary to cover:
  - 1. Claims filed with the City for labor or materials furnished in connection with the work;
  - 2. Correction of defective work not promptly remedied by Contractor;
  - 3. Amounts owed to their suppliers, subcontractors, and workers;
  - 4. An amount sufficient to ensure completion if a reasonable basis exists to believe that the Contract cannot be completed for the balance then unpaid;
  - 5. Damage caused by Contractor to another contractor or public or private property;
  - 6. Excess cost of field engineering and inspection;
  - 7. City Sales and Use Tax to which the City is entitled;
  - 8. Liquidated damages.
- B. The City may disburse and shall have the right to act as agent for the Contractor in disbursing such funds as have been withheld pursuant to this paragraph to the party or parties who are entitled to payment therefrom. The City will render to the Contractor a proper accounting of all such funds disbursed in behalf of the Contractor.
- C. Neither the final payment nor any part of the retained percentage shall become due until 30 days after publication of Notice of Final Settlement on the Project and after the Contractor shall have delivered to the City a complete release for themselves and all materialmen and

subcontractors of all claims or liens arising out of the Contract, or receipt in full in lieu thereof. The Contractor may, however, furnish a bond, satisfactory to the City Attorney, to indemnify the City against any claim or lien. If any claim or lien remains unsatisfied after all payments are made, the Contractor and their Surety shall be liable to the City for all moneys that the latter may be compelled to pay in discharging such claim or lien, including all costs and reasonable attorney's fees.

#### **5.66. MEASUREMENT AND PAYMENT: UNCORRECTED WORK**

All work performed incorrectly or of incorrect materials shall be replaced before final payment. Final payment will be withheld until such corrections have been accomplished.

#### **5.67. MEASUREMENT AND PAYMENT: CHANGE ORDERS**

- A. The Engineer, in writing, may direct that changes be made in the work to be performed or the materials to be furnished pursuant to the provisions of this Contract. A written change order which causes any increase in the original contract price shall include a statement that lawful appropriations have been made sufficient to cover the costs of the change order.
- B. Adjustments, if any, in the amounts to be paid to the Contractor by reason of any such change shall be determined by one or more of the following methods:
  - 1. By unit prices contained in the Contractor's original bid and incorporated in this construction contract;
  - 2. By a supplemental schedule of prices contained in the Contractor's original bid and incorporated in this construction contract; or by schedule of unit prices approved by Engineer pursuant to GENERAL PROVISIONS, CONTRACTS: SCHEDULE OF UNIT PRICES;
  - 3. By an acceptable lump sum bid from the Contractor;
  - 4. On a cost plus limited basis not to exceed a specified limit (defined as the cost of labor, materials, and insurance plus a specified percentage of the cost of such labor, materials, and insurance; provided the specified percentage does not exceed fifteen (15) percent of the aggregate cost of such labor, materials, and insurance and shall in no event exceed a specified limit). Provided, however, that the aggregate payment of all work shall in no case exceed the estimate of the Engineer.
- C. No claims for an addition to the contract sum shall be valid unless authorized in writing as aforesaid.
- D. In cases where a lump sum bid is submitted by the Contractor in excess of \$500.00 (Five Hundred Dollars) and the Engineer considers the bid so submitted is excessive or unreasonable

for the changes or added work contemplated, the City reserves the right to request a bid for the same changed items from other contractors. If a bid for such added work is obtained from other contractors at a lesser amount, the City reserves the right to make an award for such work to another contractor unless the Contractor on this Contract agrees to do the added or changed work for the price named by the other contractor.

- E. It shall be expressly understood and hereby agreed to by the Contractor that no claim for extra work will be recognized by the City unless claim for such added work has been filed by the Contractor within ten (10) days after such alleged extra work was performed.

#### 5.68. MEASUREMENT AND PAYMENT: SIGNIFICANT CHANGES IN CHARACTER OF THE WORK

- A. The Engineer reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the Contract nor release the surety, and the Contractor agrees to perform the work as altered.
- B. If the alterations or changes in quantities significantly change the character of the work under the Contract, whether such alternations or changes are in themselves significant changes to the character of the work, or by affecting other work cause such other work to become significantly different in character, an adjustment, excluding loss of anticipated profit, will be made to the contract price. The basis for adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon for any reason what so ever, then an adjustment will be made either for or against the Contractor in such amount as the Engineer may determine to be fair and equitable.
- C. If the alterations or changes in quantities do not significantly change the character of the work to be performed under the Contract, the altered work will be paid for as provided elsewhere in the Contract.
- D. As used in this section, the term "significant change" shall be construed to apply only to the following circumstances:
  - 1. When the character of the work as altered differs substantially and materially in kind or nature from that involved or included in the original proposed construction, or
  - 2. When a major item of work is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 125 percent of original contract item quantity, or in case of a decrease below 75 percent, to the actual amount of work performed. A major item is defined to be any item having an original contract value in excess of 10 percent of the original contract amount.

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#### **5.69. CONTRACTOR'S RIGHT TO TERMINATE: CONTRACTOR'S RIGHT TO STOP WORK OR TERMINATE CONTRACT**

If the work should be stopped under an order of any court, or other public authority, for a period of three (3) months, through no act or fault of the Contractor or of anyone employed by them, or if the Engineer should fail without cause to issue any estimate within thirty (30) days after it is due, then the Contractor may, upon ten (10) days written notice to the City of Pueblo, stop work or terminate the Contract and recover from the City payment for all work executed plus any loss sustained upon any plant or material plus reasonable profit and damages.

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## 6. VENDOR SUBMISSIONS

The answers to following questions constitutes the Contractor's Bid Proposal.

### 6.1. BID GUARANTEE\*

To submit a bid bond - Please download the document provided below, complete, and upload.

To submit a certified check, cashier's check, or money order - **Please scan and upload a copy of your check or money order. The original check or money order must be delivered to the Purchasing Department in person or via mail by the bid submittal deadline date.**

**If sending by mail the envelope must be addressed to:**

**City of Pueblo Purchasing Department**

**230 S. Mechanic Street**

**Pueblo, CO 81003**

**The Bid Number and Name must be listed clearly on the outside of the envelope.**

- [Bid Bond.pdf](#)

\*Response required

### 6.2. CONFIRMATION OF UNDERSTANDING AND OFFER\*

Bidders are responsible for obtaining, reading, and carefully examining the entire Contract Documents package, including any Addenda, prior to submitting a bid. Confirming below will serve as the Bidder's acknowledgement of understanding and ability to comply with all requirements and conditions of this project and that all mandatory submittals are included in this bid proposal. **Confirmation must be made by an agent who is legally authorized to bind the company.**

By confirming below Bidder 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 pricing schedule.

The Contract shall be awarded to the responsible bidder submitting the lowest and most responsive bid on the basis of the Total Base Bid plus any Bid Alternates selected. Award shall be at the sole discretion of the City.

The sum of the Total Base Bid plus all Bid Alternates shall be the basis for establishing the Bid Bond amount. The sum of the Total Base Bid plus any Bid Alternates selected by the City shall be the basis for establishing the amount of the Payment and Performance Bonds for this Contract.

Quantities shown on the pricing schedule are subject to additions or reductions. The City reserves the right to adjust the required quantities as necessary. Additional quantities shall be furnished by Bidder at

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the unit price quoted. The time allowed for construction shall be adjusted in direct proportion to the difference of the adjusted quantities to the estimated quantities.

By confirming below Bidder acknowledges that they have 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. Downloaded plans/drawings must be printed as "Actual Size"; scaling is NOT correct when printed using other options. It is the Bidder's sole responsibility to ensure plans are printed correctly and to inform third-party printers of this information. The City is not responsible for bidding errors resulting from Bidder's failure to follow this requirement.

The Bidder, if awarded the Contract, agrees to complete and file the Contract Agreement and Payment and Performance Bonds within ten (10) days of the date of Notice of Award, and further agrees to complete the work within 90 calendar days from Notice to Proceed. Liquidated damages will be assessed in accordance with the GENERAL PROVISIONS.

Bidders shall not add any conditions or qualifying statements to this bid. If such items are added the bid may be declared nonresponsive and rejected.

Bidder shall be subject to all applicable City, County, State, and Federal Taxes in the performance of this Contract.

☐ Please confirm

\*Response required

### 6.3. NAME, TITLE, AND CONTACT INFORMATION\*

Enter the Name, Title, and Contact Information, **including phone number and email address**, of the person providing the Confirmation of Understanding and Offer.

\*Response required

### 6.4. ACKNOWLEDGEMENTS

#### 6.4.1. AFFIRMATIVE ACTION PLAN REQUIREMENT:\*

In accordance with [LABOR PROVISIONS](#), Section 2: Nondiscrimination and Equal Employment Opportunity Requirements, the bidder hereby acknowledges that they have a written affirmative action plan which declares that the Contractor and its Subcontractor(s) do not discriminate on the basis of race, color, religion, creed, national origin, sex or age. Bidder further understands that the written plan must be submitted to the City of Pueblo Purchasing Department (and the applicable federal agency in the case of Federally funded projects) within ten (10) days of the award of contract.

Neither the receipt by the City of this completed form, nor of any Affirmative Action Plan submitted by any bidder, contractor, or subcontractor, shall constitute any determination by the City of the adequacy of any Affirmative Action Plan.

Please confirm your acknowledgment of the above statement:

☐ Please confirm

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\*Response required

#### **6.4.2. INSURANCE REQUIREMENTS\***

Bidder hereby acknowledges understanding of the insurance requirements as set forth in [GENERAL PROVISIONS](#), INDEMNITY AND INSURANCE: CONTRACTOR'S INSURANCE and certifies that they are in compliance with these requirements or will be upon award.

Please confirm your acknowledgment of the above statement:

☐ Please confirm

\*Response required

#### **6.4.3. COLORADO LABOR REQUIREMENT:\***

The bidder named below hereby acknowledges understanding of the Colorado labor requirement as set forth in [GENERAL PROVISIONS](#), CONTRACTOR'S WORKING CONDITIONS: LABOR, sub-paragraph (b) and certifies that they are in compliance with this provision or will be upon award.

Please confirm your acknowledgment of the above statement:

☐ Please confirm

\*Response required

#### **6.4.4. SALES AND/OR USE TAX INFORMATION\***

##### **CITY OF PUEBLO SALES OR USE TAX –**

The Contractor and any Subcontractors shall pay all applicable City of Pueblo Sales or Use taxes. All General Contractors and Subcontractors are mandated to be licensed with the City of Pueblo Sales Tax Office. Please refer any questions on City Sales or Use Taxes to the City of Pueblo, Department of Finance. Their telephone number is (719) 553-2659.

Please note, there are NO tax-exempt projects within the City of Pueblo.

##### **STATE OF COLORADO SALES OR USE TAX –**

The exemption of building materials from State Sales or Use Tax in Colorado Revised Statutes applies only to the State of Colorado Sales or Use Taxes. Please refer any questions on State Taxes to the State of Colorado, Department of Revenue.

##### **PUEBLO COUNTY SALES OR USE TAX –**

The State of Colorado collects all sales or use tax for the County of Pueblo; therefore, any exemption allowed by the State applies to the County.

Please confirm you acknowledge the above statements:

☐ Please confirm

\*Response required

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**6.5. Has/is this firm or any officer or partner of this firm:**

**6.5.1. *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

**6.5.2. *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

**6.5.3. *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

**6.5.4. *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

**6.5.5. *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

**6.5.6. *Unqualified\****

Unqualified or financially unable to timely perform the work?



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☐ Yes

☐ No

\*Response required

**6.5.7. Unlicensed \***

Unlicensed or unable to be duly licensed to perform the work on the date of the contract award?

☐ Yes

☐ No

\*Response required

**6.5.8. 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

**6.5.9. Confirmation \***

By acknowledging and confirming below Bidder 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, Bidder's submittal will be rejected.

Please confirm your acknowledgment of the above statement and questions/sub-questions:

☐ Please confirm

\*Response required

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## 7. PRICING TABLE

### BASE BID

| Line Item | Description                               | Quantity | Unit of Measure | Unit Cost | Total |
|-----------|-------------------------------------------|----------|-----------------|-----------|-------|
| 1         | Unclassified Excavation                   | 12       | CY              |           |       |
| 2         | Remove Asphalt                            | 2,984    | SF              |           |       |
| 3         | Remove Curb and Gutter                    | 1,436    | LF              |           |       |
| 4         | Remove Concrete                           | 3,133    | SF              |           |       |
| 5         | Remove 7" Reinforced Concrete             | 1,653    | SF              |           |       |
| 6         | Remove Curb Head                          | 142      | LF              |           |       |
| 7         | Construct Curb Head                       | 735      | LF              |           |       |
| 8         | Construct Curb and Gutter                 | 1,436    | LF              |           |       |
| 9         | Construct 4" Concrete                     | 14,348   | SF              |           |       |
| 10        | Construct 6" Concrete                     | 4,742    | SF              |           |       |
| 11        | Construct 7" Reinforced Concrete          | 1,653    | SF              |           |       |
| 12        | Construct Asphalt Roadway Patch           | 3,062    | SF              |           |       |
| 13        | Relocate Fence                            | 200      | LF              |           |       |
| 14        | Relocate Sign                             | 14       | EA              |           |       |
| 15        | Install Tactile Band 24"x30"              | 68       | EA              |           |       |
| 16        | Class 6 Base Material (Place and Compact) | 56       | TON             |           |       |
| 17        | Erosion and Sediment Control              | 1        | LS              |           |       |
| 18        | Traffic Control                           | 1        | LS              |           |       |
| 19        | Mobilization                              | 1        | LS              |           |       |

Public Improvement Invitation for Bid #24-003 (CI2415)  
Title: Concrete Improvements - Cheyenne Avenue (19th to 29th)

| Line Item | Description | Quantity | Unit of Measure | Unit Cost | Total |
|-----------|-------------|----------|-----------------|-----------|-------|
| TOTAL     |             |          |                 |           |       |

**NOTICE OF AWARD  
(Sample)**

City of Pueblo, Colorado

\_\_\_\_\_  
(Date)

To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Ref:   **Bid No.:**  
      **Bid Name:**

The City of Pueblo hereby accepts your bid submitted on \_\_\_\_\_ for the construction of referenced project. It appears that your bid in the amount of \$\_\_\_\_\_ for \_\_\_\_\_, is fair, equitable, and in the best interest of the City.

In accordance with the terms of the Contract Documents, you are required to execute the formal Contract Agreement and furnish the required Payment and Performance bonds, within ten (10) business days from and including the date of this notice.

The Bid Guaranty submitted with your bid will be returned upon execution of the Contract Agreement and the furnishing of the Payment and Performance Bonds. In the event you should fail to execute the Contract Agreement and furnish the Payment and Performance Bonds within the time specified, said Bid Guaranty will be retained by said City as liquidated damages and not as penalty, for the delay and extra work caused thereby.

Director of Purchasing  
City of Pueblo

**CONTRACT AGREEMENT  
(Sample)**

THIS AGREEMENT made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Pueblo, a Municipal Corporation, hereinafter referred to in the Contract Documents as the “City”, and \_\_\_\_\_, hereinafter referred to in the Contract Documents as “Contractor”.

WITNESSETH, in consideration of the sum to be paid by the City to the Contractor at the time and in the manner hereinafter provided, the said Contractor has agreed, and does hereby agree, to furnish all labor, tools, equipment, and material and to pay for all such items, and to construct complete in every detail, To-Wit:

**Bid No.:**  
**Bid Name:**

At the prices bid, in accordance with the drawings and specifications, and all Contract Documents for this project which are on file and available for inspection in the office of the Director of Public Works of Pueblo, all to the satisfaction of the Director of Public Works for the City of Pueblo.

AND FOR SAID CONSIDERATION, IT IS FURTHER AGREED BY AND BETWEEN THE PARTIES TO THIS AGREEMENT AS FOLLOWS:

- 1. Construction and installation of the above enumerated work for the City shall be completed and ready for use in accordance with the time of completion described in the Contract Documents. This time shall be extended only for those periods set forth in the Contract Documents and in accordance with the requirements same.
- 2. The work and material for the project covered by the Contract Documents shall be completely installed and delivered to the City within the time above stated, clear and free from any and all liens, claims and demands of any kind.
- 3. The full compensation to be paid to the Contractor by the City, pursuant to the terms of this Contract, shall be payable as provided in the Contract Documents.
- 4. This Contract consists of the following components, parts, and documents, all of which taken together constitute and are referred to as the Contract Documents, and the same are incorporated as part of the Contract as if set out herein verbatim, whether the same have been attached hereto or not:

|                                      |                        |
|--------------------------------------|------------------------|
| Notice of Award                      |                        |
| Contract Agreement (This Instrument) |                        |
| Performance Bond                     |                        |
| Payment Bond                         |                        |
| Notice to Proceed                    |                        |
| Section I.                           | Advertisement for Bids |
| Section II.                          | Introduction           |
| Section III.                         | Special Provisions     |
| Section IV.                          | Labor Provisions       |
| Section V.                           | General Provisions     |
| Section VI.                          | Project Details        |
| Section VII.                         | Vendor Submissions     |
| Section VIII.                        | Pricing Table          |
| Appendices                           | A-C                    |

(Contract Agreement)

The ***Standard Construction Specifications and Standard Details for City of Pueblo, Colorado***, adopted April 11, 2022, are hereby included by reference and all provisions thereof shall be applicable.

5. Title XII, Chapter 2, of the 1971 Code of Ordinances, City of Pueblo, adopted by Ordinance No. 3476, and amended by Ordinance No. 4476 and 5229, shall be considered a part of this Contract.
6. Title I, Chapter 8, of the 1971 Code of Ordinances, City of Pueblo, adopted by Ordinance No. 4479, shall be considered a part of the Contract.
7. All of the covenants and agreements set forth in the Contract Documents shall inure to the benefit of and be binding upon City and Contractor and their respective heirs, legal successors and assigns and shall be governed by the laws of the State of Colorado.
8. This Contract 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 as the day and year first above written.

CONTRACTOR

By \_\_\_\_\_

Title \_\_\_\_\_

**PUEBLO, A MUNICIPAL CORPORATION**

By \_\_\_\_\_  
Director of Purchasing

ATTEST:

\_\_\_\_\_  
City Clerk

BALANCE OF APPROPRIATION EXISTS FOR  
THIS CONTRACT AND FUNDS ARE AVAILABLE:

\_\_\_\_\_  
Director of Finance

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

**PERFORMANCE BOND  
(Sample)**

Bond Number \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS:

That we \_\_\_\_\_ a \_\_\_\_\_ hereinafter called "Principal" and

\_\_\_\_\_  
Surety

of \_\_\_\_\_, State of \_\_\_\_\_, hereinafter called the  
"Surety", are held and firmly bound unto the City of Pueblo, a Municipal Corporation, hereinafter called  
"City", in the penal sum of:

\_\_\_\_\_ Dollars (\$\_\_\_\_\_) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the City dated the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, a copy of which is hereto attached and made a part hereof for the construction of:

**Bid No.:**

**Bid Name:**

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions and agreements of said contract during the original term thereof (including all warranty periods), and any extensions thereof which may be granted by the City, with or without notice to the Surety, and if they shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the City from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the City all outlay and expense which the City may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or to the work to be performed thereunder or to the specifications accompanying the same shall in any way effect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the specifications.

PROVIDED, FURTHER, that no final settlement between the City and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

(Signature Page Follows)

(Performance Bond)

IN WITNESS WHEREOF, this instrument is executed this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Principal

ATTEST:

By \_\_\_\_\_  
Principal Secretary

By \_\_\_\_\_

Title \_\_\_\_\_

(SEAL)

\_\_\_\_\_  
(Address)

By \_\_\_\_\_  
(Witness as to Principal)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
Surety

ATTEST:

By \_\_\_\_\_  
(Surety) Attorney-In-Fact

By \_\_\_\_\_  
Attorney-In-Fact

(SEAL)

\_\_\_\_\_  
(Address)

By \_\_\_\_\_  
(Witness as to Surety)

\_\_\_\_\_  
(Address)

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is a Partnership, all partners shall execute the bond.



**PAYMENT BOND  
(Sample)**

Bond Number \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS:

That we \_\_\_\_\_ a \_\_\_\_\_ hereinafter called "Principal" and

\_\_\_\_\_  
Surety

of \_\_\_\_\_, State of \_\_\_\_\_, hereinafter called the  
"Surety", are held and firmly bound unto the City of Pueblo, a Municipal Corporation, hereinafter called  
"City", in the penal sum of:

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_)  
in lawful money of the United States, for the payment of which sum well and truly to be made, we bind  
ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these  
presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract  
with the City dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, a copy of which is hereto attached  
and made a part hereof for the construction of:

**Bid No.:**

**Bid Name:**

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and  
corporations furnishing materials for or performing labor in the prosecution of the work provided for in  
such contract, and any authorized extension or modification thereof, including all amounts due for  
materials, supplies, lubricants, oil, gasoline, rental machinery, repairs on machinery, equipment and tools,  
consumed or used in connection with the construction of such work, and all insurance premiums on said  
work, and for all labor, performed in such work whether by subcontractors or otherwise, then this  
obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change,  
extension of time, alteration, or addition to the terms of the Contract or to the work to be performed  
thereunder or to the specifications accompanying the same shall in any way effect its obligation on this  
bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the  
terms of the Contract or to the work or to the specifications.

PROVIDED, FURTHER, that no final settlement between the City and the Contractor shall abridge the right  
of any beneficiary hereunder, whose claim may be unsatisfied.

(Signature Page Follows)

(Payment Bond)

IN WITNESS WHEREOF, this instrument is executed this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

ATTEST:

\_\_\_\_\_  
Principal

By \_\_\_\_\_  
Principal Secretary

By \_\_\_\_\_

Title \_\_\_\_\_

(SEAL)

\_\_\_\_\_  
(Address)

By \_\_\_\_\_  
(Witness as to Principal)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
Surety

ATTEST:

By \_\_\_\_\_  
(Surety) Attorney-In-Fact

By \_\_\_\_\_  
Attorney-In-Fact

(SEAL)

\_\_\_\_\_  
(Address)

By \_\_\_\_\_  
(Witness as to Surety)

\_\_\_\_\_  
(Address)

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is a Partnership, all partners shall execute the bond.

NOTICE TO PROCEED  
(Sample)

City of Pueblo, Colorado

\_\_\_\_\_  
(Date)

To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Ref:   **Bid No.:**  
         **Bid Name:**

You are hereby authorized to proceed on \_\_\_\_\_, 20\_\_\_\_, or within three (3) consecutive calendar days with construction of above referenced project as set forth in the Contract Documents.

The Bid Bond submitted with your Bid may now be cancelled by your Surety.

Director of Public Works  
City of Pueblo



**Pueblo Regional Building Department**  
**830 N Main St. Suite 100**  
**Pueblo, CO 81003**  
**719-543-0002 fax 719-543-0062**

**[www.prbd.com](http://www.prbd.com)**

To Whom It May Concern:

The law requires that licensed contractors perform all construction work. It is a violation of the law to perform construction without a license and it is equally a violation to hire someone to perform construction unless the party hired is a licensed contractor or is on the payroll of the company hiring as an employee.

Basic license categories are General Contractor A, B, and C; Electrical Contractor, Plumbing Contractor, and HVAC Contractor A and C. In addition, there are Contractor D single trade licenses, which are the type used by the majority of sub-contractors. Those trades requiring licenses include, but are not limited to:

|                                     |                                    |
|-------------------------------------|------------------------------------|
| Awning Installation                 | Concrete                           |
| Demolition                          | Drywall                            |
| Elevators                           | Excavation                         |
| Framing                             | House Moving                       |
| Masonry                             | Ornamental Iron                    |
| Asphalt Paving                      | Roofing                            |
| Utility Cont. Fire Main             | Plumbing Lawn Sprinkler            |
| Systems                             | Utility Cont. Sewer                |
| Utility Cont. Water                 | Siding                             |
| Sign Erection                       | Stucco                             |
| Structural Steel                    | U Occupancy (garages, sheds, etc.) |
| Mechanical A Unlimited              | Mechanical C Limited (any 2 of 3)  |
| Mechanical Gas Work                 | Mechanical C Refrigeration         |
| Mechanical C Sheet Metal            | Journeyman Gas Fitter              |
| Journeyman Refrigeration            | Journeyman Sheet Metal             |
| Plumbing Swimming Pool              | Utility Cont. Sewer & Water        |
| Plumbing Water Connected appliances |                                    |

If you have any questions, feel free to contact our office 719-543-0002.



FINANCE DEPARTMENT  
P.O. BOX 1427  
PUEBLO, CO 81002

SALES TAX DIVISION  
(719) 553-2659  
FAX (719) 553-2657

TO ALL BIDDERS:

We would like to take this opportunity to welcome you to the City of Pueblo.

The City of Pueblo does not issue **tax-exempt certificates** and deems that all construction type of jobs within the city limits are subject to Sales and Use Tax at the rate of 3.7%. As of March 2015, the City mandates pre-paid Use Tax on projects over \$1M. The tax is based on 40% of total project cost.

Each and every General and/or Sub-Contractor will need to obtain licensing with the City of Pueblo. An application is available from our office or on the website listed below. Typically contractors are licensed with a Use Tax License. If the applicant is a supplier with a storefront selling material to the contractors then a Sales Tax License will be issued. In either case, the filing frequency will be determined once the application is processed. Upon completion, a license along with the returns will be mailed to the applicant. **PLEASE NOTE: if the filing period does not have a tax liability a zero return must be filed.**

The Tax Guide entitled "Construction Contractors" and FAQ's has also been attached for assistance in explaining what would be subject to tax and provides scenarios that can be helpful to the construction industry.

The website for our office can be found at [www.pueblo.us](http://www.pueblo.us), hover over "Your Government," then click on "Sales Tax" under "Economic/Community Development." There you will find the Tax Guides, City of Pueblo Ordinances in their entirety, blank forms such as a return or an application.

If further assistance is needed, please phone our office at (719) 553-2659, as our staff would be happy to assist.

# City of Pueblo, Colorado

## TAX GUIDE

### CONSTRUCTION CONTRACTORS

#### DEFINITION:

The term “construction contractor” applies to general contractors and subcontractors and includes all building constructors, highway and road constructors, electrical, plumbing, and heating constructors, excavators, and others engaged in the construction, reconstruction, expansion, alteration, repair, or wrecking of **any physical structure that is part of real estate**.

Business enterprises providing completed units of personal property to be affixed to, installed in or used in conjunction with a structure will **not** be regarded as performing work by a **contractor** if the personal property can be removed:

1. Without substantial damage to the structure, and
2. Without altering the functional use of the structure.

Business enterprises, as described above, are considered vendors who make retail sales and must charge City of Pueblo Sales Tax on these items if licensed to do so. If the vendor is not licensed to collect City of Pueblo Sales Tax or for any reason fails to do so, then the contractor must pay the tax due as Use Tax. These types of items include, but are not limited to, appliances, storm doors and windows, patio covers, carpeting, pre-fabricated swimming pools, lockers, athletic equipment, toilet partitions, movable partitions, nursery stock, sod or other similar items used in connection with a structure.

#### STATE EXEMPT PROJECTS:

The State of Colorado provides an exemption for purchases by contractors of construction and building materials that become permanently affixed to the real property when the owner of the real property is a non-profit school or a governmental, charitable, or religious entity. **Pueblo has no such exemption.**

The contractor may not avoid the payment of the Pueblo Sales or Use Tax by use of provisions in the construction agreement or by use of the name of a tax exempt entity on an invoice or purchase order as the purchaser because the contractor is deemed to be the consumer of the materials used in construction. No exemption certificate issued by the Colorado Department of Revenue, nor any other taxing authority, will be recognized as a basis for exemption from the Sales or Use Tax levied by the City of Pueblo on construction materials.

#### CONSTRUCTION MATERIALS:

All building materials purchased, used or consumed in the City of Pueblo are subject to sales or use tax, unless the materials are purchased for resale or by seller holding a valid City of Pueblo Sales Tax License.

The general contractor on a project is responsible for the City of Pueblo tax on all material used or consumed on their project, including that used by the subcontractors the general contractor employs on the job. If the subcontractor is properly licensed with the City of Pueblo Finance Department, the subcontractor will be liable for their own taxes. But **the general contractor is responsible for the taxes owed by any unlicensed subcontractor they hire.**

Caution: City of Pueblo Sales Tax paid to a vendor who is not licensed to collect Pueblo Sales Tax does not relieve the contractor of this tax liability until said tax is remitted to the City of Pueblo.

**SALES TAX:**

1. Materials delivered by a Pueblo vendor to a construction contractor at a job site or other location in Pueblo are subject to city sales tax.
2. Materials picked up inside the City of Pueblo are subject to city sales tax regardless of whether the materials are used inside or outside the city.
3. Materials delivered by a Pueblo vendor to a location outside the City of Pueblo, for use outside the city, are exempt from city sales tax.
4. There is no exemption in the sales tax ordinance for the temporary storage of construction materials in Pueblo.

**USE TAX:**

City of Pueblo use tax is due on all materials used, consumed or stored in the city on which City of Pueblo sales tax was not paid. Examples might include the following:

1. For materials purchased outside of Pueblo to be used or stored in Pueblo on which sales tax was legally paid to another municipal corporation, use tax would be due only to the extent that the Pueblo tax exceeds the amount of sales tax paid to the other municipality. Sales tax is legally paid to another municipal corporation only if delivery of the material takes place in that municipality.
2. For material purchased outside Pueblo and delivered into Pueblo either by the vendor or common carrier, the full 3.7% City of Pueblo use tax is due.
3. If for any reason a licensed vendor fails to charge City of Pueblo sales tax, the contractor as the ultimate user must pay the full use tax.

**CONSTRUCTION TOOLS & EQUIPMENT:****NEW PURCHASES:**

All purchases of tools, supplies and equipment from a Pueblo licensed vendor that are delivered inside the City of Pueblo are subject to city sales tax.

If no Pueblo sales tax was paid, the City Code imposes a use tax on the purchase of tools, supplies and equipment used or received in Pueblo. However, if sales tax was legally paid on a purchase to another Colorado municipality, Pueblo allows a credit for the rate of tax legally paid to another municipality up to the rate of Pueblo's use tax.

**USED EQUIPMENT:**

Machinery and equipment, which has been used prior to being brought into the City of Pueblo, is subject to city use tax on the actual purchase price of the equipment and is due at the time the equipment is first brought into the city. Credit is allowed for the rate of legally imposed sales and use tax previously paid to another municipality up to the rate of city use tax.

**CONSTRUCTION EQUIPMENT:**

Pueblo sales and use tax applies to the purchase or use of construction equipment (cranes, grades, backhoes, bulldozers, welders, etc) in the city. Any equipment owned by a local construction company is subject to city tax when the equipment is purchased or first brought into the City of Pueblo. Construction companies located outside the city are subject city tax when equipment is brought into Pueblo. EXCEPTION: The City of Pueblo provides a prorated use tax on construction equipment brought into the city for a period of thirty (30) consecutive days or less if the taxpayer has complied with the provisions of C.R.S. Section 29-2-109.

**MOTOR VEHICLE EXEMPTION:**

Automotive vehicles (vehicles whose primary purpose is transportation upon public streets) registered and required by law to be registered outside of Pueblo are exempt. Specifically, construction contractors' pickup trucks and over-the-highway dump trucks, which are based and maintained at a location outside of Pueblo, would not be subject to Pueblo's sales or use tax.

**RETAILER-CONTRACTOR:**

Some contractors as defined above, also may be retail merchants of building supplies or construction materials, which were purchased tax free for resale. In the performance of their own construction contracts they might remove from their own stock whatever is needed for their contract operations. Such use of tax free merchandise is subject to tax in one of the following ways:

1. On time and material type contracts for all now tax exempt entities, sales tax must be charged and remitted on the total retail price charged to the customer.
2. On lump sum contracts and all jobs for tax exempt entities, use tax must be paid based on the acquisition cost of the merchandise.

Retailer contractors must have a City of Pueblo sales tax license. No sales tax license will be issued to regular contractors. They are not retailers of tangible personal property and are deemed to be users or consumers of all articles they use.

**MANUFACTURER CONTRACTORS:**

Manufacturing is defined as "the performance as a business of an integrated series of operations which places personal property in a form, composition or character different from that in which it was acquired whether for sale or use by the manufacturer. The change in form, composition or character must result in a different product having a distinctive name, character and use."

Organizations engaged in the manufacturing of tangible personal property who also perform construction contracts (i.e., permanently affix personal property to real property) are subject to Pueblo tax on the gross value of all materials, labor and services used and employed in the manufacture of the product.

**FABRICATORS:**

Shop tasks performed on construction materials, such as cutting, welding, drilling and painting structural steel or cutting, bending and attaching sheet metal pieces into "duct work," are not regarded as "manufacturing". Thus, in such cases, fabrication labor is not part of the tax base for a contractor/fabricator.

Fabricated labor is part of the tax base when transfer of title to the fabricated item takes place after performance of the fabrication by the retailer/fabricator.

**RELATED TAX GUIDES:**

Liens, Distraints & Enforcement  
Manufacturers  
Rental & Service Charges Combined  
Special Mobil Machines & Equipment  
Use Tax

THE ABOVE INFORMATION IS A SUMMARY IN LAYMAN'S TERMS OF THE RELEVANT PUEBLO TAX LAW FOR THIS INDUSTRY OR BUSINESS SEGMENT. IT IS NOT INTENDED FOR LEGAL PURPOSES TO BE SUBSTITUTED FOR THE FULL TEXT OF THE PUEBLO MUNICIPAL CODE AND APPLICABLE RULES AND REGULATIONS.

01/18





FINANCE DEPARTMENT  
P.O. BOX 1427  
PUEBLO, CO 81002

SALES TAX DIVISION  
(719) 553-2659  
FAX (719) 553-2657

# FREQUENTLY ASKED QUESTIONS (FAQ)

Below are FAQ's about City of Pueblo licensing and tax collection.

If you would like to see the ordinances in their entirety or peruse our website, please visit [www.pueblo.us](http://www.pueblo.us) (click on "Your Government", then "Sales Tax" under "Economic/Community Development.") Once there, Tax and Licensing Ordinances **Title 9 – Licenses & Permits**, **Title 14 – Taxes & Finance**. The **Tax Guide** is also available at the Sales Tax main screen.

## FAQ's:

### **Who has to be licensed with the City of Pueblo Sales Tax Division?**

All businesses associated with the project must be licensed to include contractors, suppliers delivering to the job site, equipment rentals, tool sales onsite to name a few. Please contact our office if you have a question whether or not licensing should be acquired. A completed application along with the \$50 annual licensing fee must be submitted to the Sales Tax Division. The license application can be downloaded from our website referenced above.

### **Can Contractors be liable for hiring unlicensed sub-contractors when working in the City of Pueblo?**

Yes, prior to hiring a sub-contractor ensure they are licensed with the Sales Tax Division by requiring a copy of their current license. If not, the hiring contractor could be liable for taxation on the contractual agreement.

### **I am a Labor Only Contractor do I need to be licensed?**

Yes, all businesses to include labor only must be licensed.

### **If I believe there are no taxes owed, do I still need to file a return?**

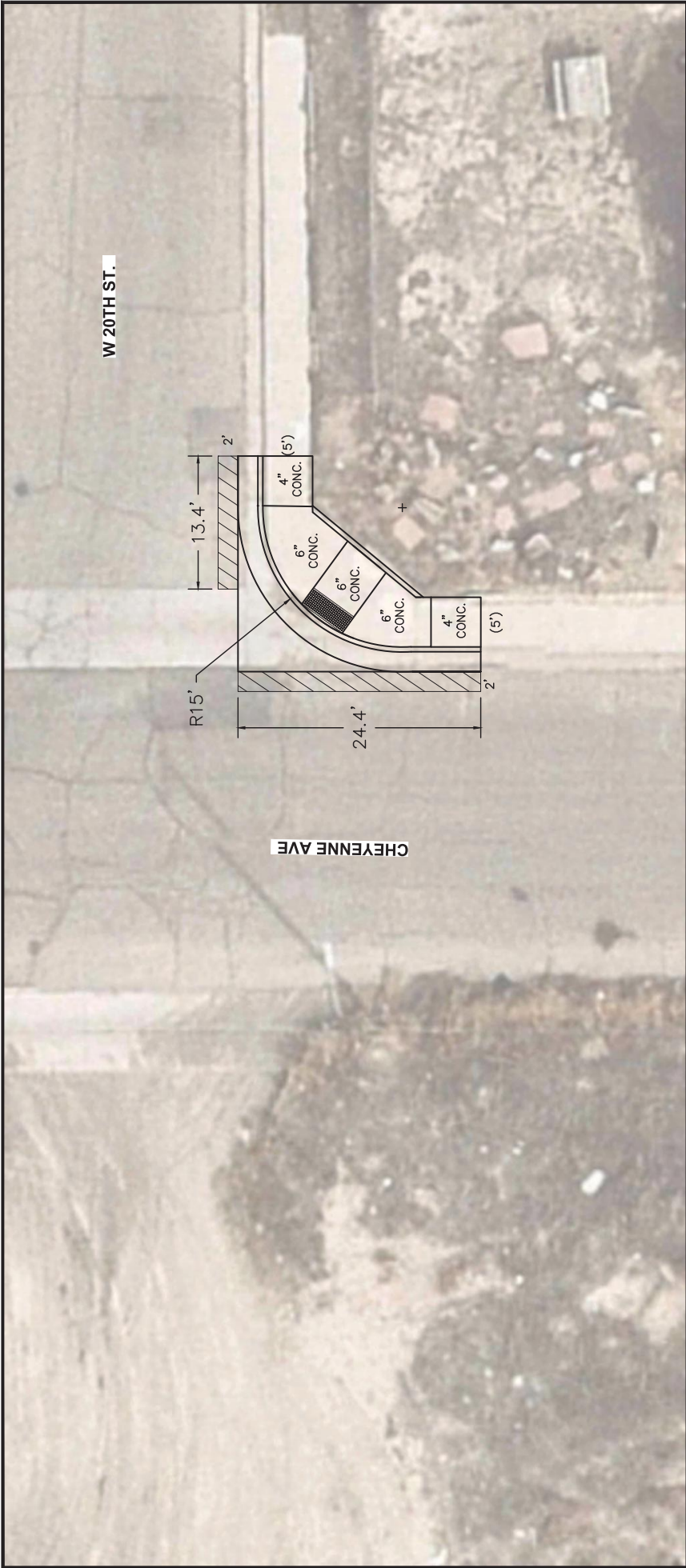
Yes, a Zero return must be filed. If you do not file a return and no taxes are owed, a \$15 late filing fee will be enforced.

### **If food is purchased for on the job consumption is it taxable?**

Yes, food purchased from grocery stores is only exempt for home consumption. In any other situation the food is deemed taxable. Any prepared food is also subject to taxation.

### **Do I need to notify your office if my business closed?**

Yes, we need WRITTEN notification that your business has closed.



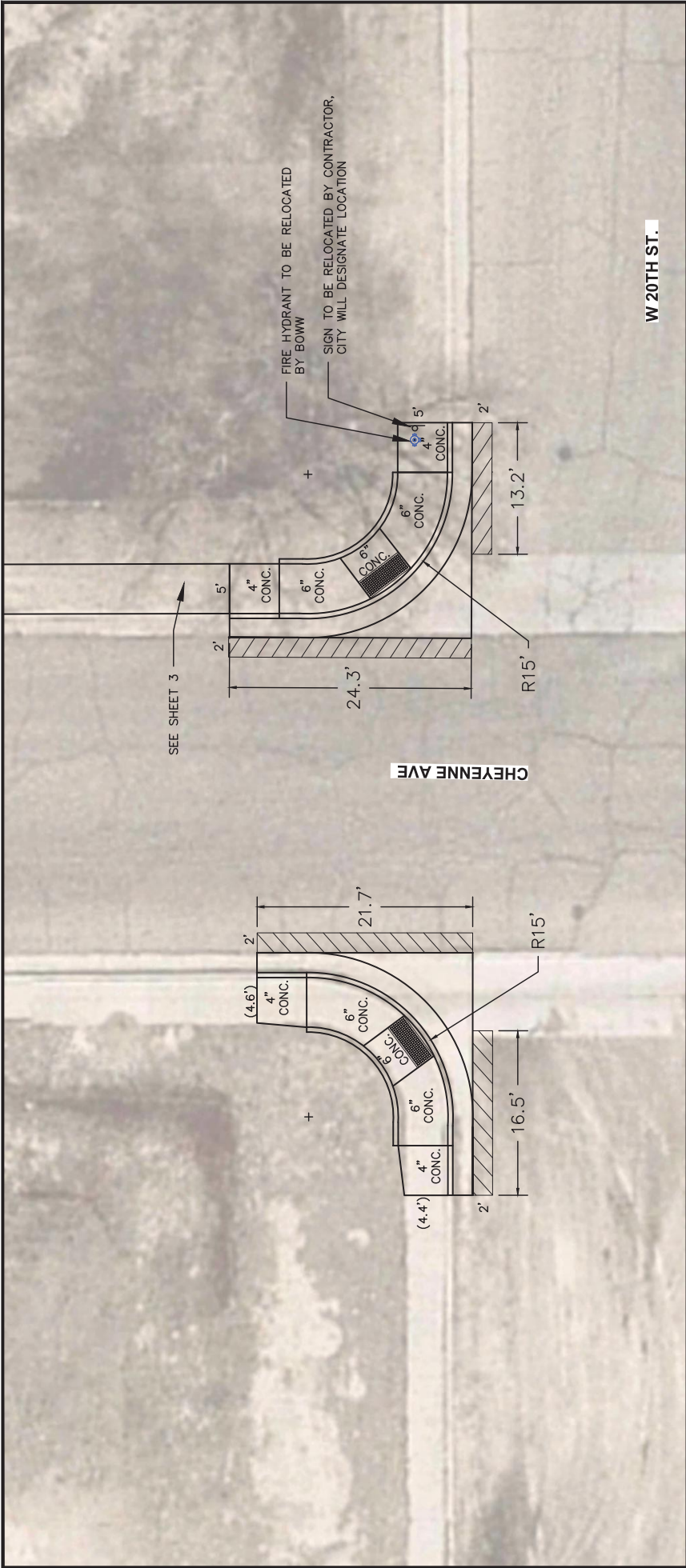
NEW ELEV = 96.84  
EXISTING = (97.04)  
ASPHALT PAVING/PATCH



| SOUTH-EAST CORNER |                            |
|-------------------|----------------------------|
| REMOVE            | 76 S.F. ASPHALT            |
| REMOVE            | 36 L.F. CURB & GUTTER      |
| REMOVE            | 183 S.F. CONCRETE          |
| REMOVE            | 58 S.F. REINF. CONC.       |
| CONSTRUCT         | 14 L.F. 6" CURB HEAD       |
| CONSTRUCT         | 36 L.F. CURB & GUTTER      |
| CONSTRUCT         | 50 S.F. 4" CONCRETE        |
| CONSTRUCT         | 133 S.F. 6" CONCRETE       |
| CONSTRUCT         | 58 S.F. 7" REINF CONC.     |
| CONSTRUCT         | 76 S.F. ASPHALT ROADWAY    |
| INSTALL           | 2 EA. 24"x30" TACTILE BAND |

ISSUED FOR BID: 01/23/24

|                                                                                                                    |  |                                                                                       |      |                                                                                       |  |                                                                                                                   |  |                       |
|--------------------------------------------------------------------------------------------------------------------|--|---------------------------------------------------------------------------------------|------|---------------------------------------------------------------------------------------|--|-------------------------------------------------------------------------------------------------------------------|--|-----------------------|
| <br><b>PUEBLO</b><br>colorado |  |  |      |  |  | 24-003<br>CONCRETE IMPROVEMENTS - CHEYENNE AVE (19TH TO 29TH)<br><b>CHEYENNE AVE &amp; W 20TH ST</b><br>SE CORNER |  | DRAWING NO.           |
|                                                                                                                    |  |                                                                                       |      |                                                                                       |  |                                                                                                                   |  | SHEET NO.<br><b>1</b> |
| REVISIONS                                                                                                          |  | BY                                                                                    | DATE | APPROVAL                                                                              |  |                                                                                                                   |  |                       |
| NO.                                                                                                                |  |                                                                                       |      |                                                                                       |  |                                                                                                                   |  |                       |



|                   |                            |                   |                            |
|-------------------|----------------------------|-------------------|----------------------------|
| NORTH—WEST CORNER |                            | NORTH—EAST CORNER |                            |
| REMOVE            | 76 S.F. ASPHALT            | REMOVE            | 75 S.F. ASPHALT            |
| REMOVE            | 36 L.F. CURB & GUTTER      | REMOVE            | 36 L.F. CURB & GUTTER      |
| REMOVE            | 142 S.F. CONCRETE          | REMOVE            | 58 S.F. REINF. CONC.       |
| REMOVE            | 58 S.F. REINF. CONC.       | CONSTRUCT         | 16 L.F. 6" CURB HEAD       |
| CONSTRUCT         | 17 L.F. 6" CURB HEAD       | CONSTRUCT         | 36 L.F. CURB & GUTTER      |
| CONSTRUCT         | 36 L.F. CURB & GUTTER      | CONSTRUCT         | 50 S.F. 4" CONCRETE        |
| CONSTRUCT         | 47 S.F. 4" CONCRETE        | CONSTRUCT         | 106 S.F. 6" CONCRETE       |
| CONSTRUCT         | 106 S.F. 6" CONCRETE       | CONSTRUCT         | 58 S.F. 7" REINF CONC.     |
| CONSTRUCT         | 58 S.F. 7" REINF CONC.     | CONSTRUCT         | 75 S.F. ASPHALT ROADWAY    |
| CONSTRUCT         | 76 S.F. ASPHALT ROADWAY    | RELOCATE          | 1 EA. SIGN                 |
| INSTALL           | 2 EA. 24"x30" TACTILE BAND | INSTALL           | 2 EA. 24"x30" TACTILE BAND |

NEW ELEV = 96.84  
EXISTING = (97.04)  
ASPHALT PAVING/PATCH

ISSUED FOR BID: 01/23/24

|                                                                                                                                                    |           |                                                                                                          |                |
|----------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------------------------------------------------------------------------------------------------------|----------------|
| 24-003<br>CONCRETE IMPROVEMENTS - CHEYENNE AVE (19TH TO 25TH)<br>CHEYENNE AVE & W 20TH ST<br>NW & NE CORNERS                                       |           | DRAWING NO.                                                                                              | 2              |
| PUBLIC WORKS DEPARTMENT<br>ENGINEERING DIVISION<br>211 EAST 10 <sup>TH</sup> STREET PUEBLO, CO 81003<br>(719) 532-2295 PHONE<br>(719) 532-2294 FAX |           | SCALE (H): 1" = 10'<br>SCALE (V):<br>DRAWN BY: SH<br>CHECKED BY: BQ<br>APPROVED BY: CR<br>DATE: 01/23/24 | SHEET NO.<br>2 |
| city of PUEBLO colorado                                                                                                                            |           | BUREAU OF PUBLIC WORKS colorado                                                                          |                |
| NO.                                                                                                                                                | REVISIONS | BY                                                                                                       | DATE           |
|                                                                                                                                                    |           |                                                                                                          | APPROVAL       |





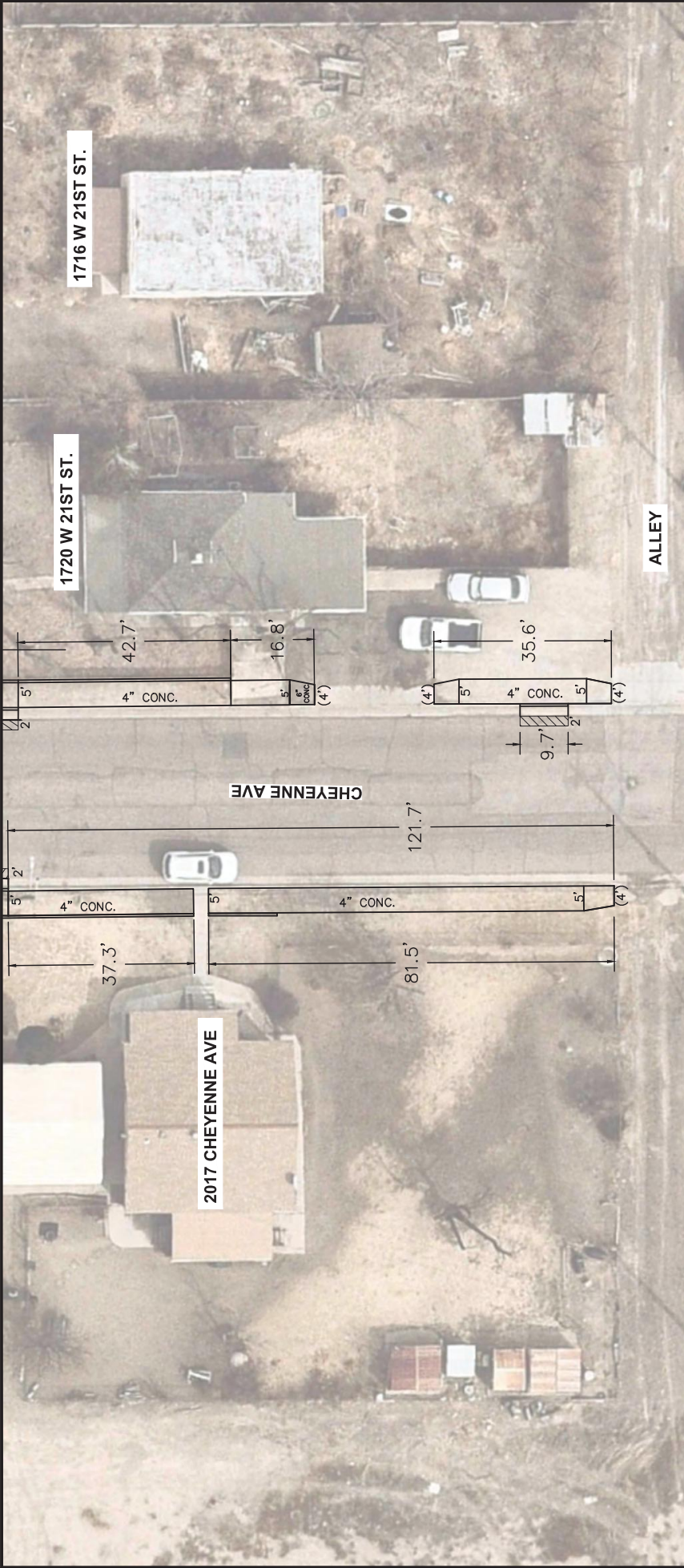
EAST SIDEWALK  
CONSTRUCT 600 S.F. 4" CONCRETE  
RELOCATE 1 EA SIGN

NEW ELEV = 96.84  
EXISTING = (97.04)  
ASPHALT PAVING/PATCH



ISSUED FOR BID: 01/23/24

|     |           |  |  |    |      |          |                                                                                       |                                                                                       |                                                                                      |                                                                                                                                                    |                                                                                                          |                                                                                                                            |                |
|-----|-----------|--|--|----|------|----------|---------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------|----------------|
| NO. | REVISIONS |  |  | BY | DATE | APPROVAL |  |  |  | PUBLIC WORKS DEPARTMENT<br>ENGINEERING DIVISION<br>211 EAST 10 <sup>TH</sup> STREET PUEBLO, CO 81003<br>(719) 553-2295 PHONE<br>(719) 553-2294 FAX | SCALE (H): 1" = 20'<br>SCALE (V):<br>DRAWN BY: SH<br>CHECKED BY: BQ<br>APPROVED BY: CR<br>DATE: 01/23/24 | 24-003<br>CONCRETE IMPROVEMENTS - CHEYENNE AVE (19TH TO 29TH)<br>CHEYENNE AVE EAST SIDEWALK<br>NORTH OF W 20TH ST TO ALLEY | DRAWING NO.    |
|     |           |  |  |    |      |          |                                                                                       |                                                                                       |                                                                                      |                                                                                                                                                    |                                                                                                          |                                                                                                                            | SHEET NO.<br>3 |



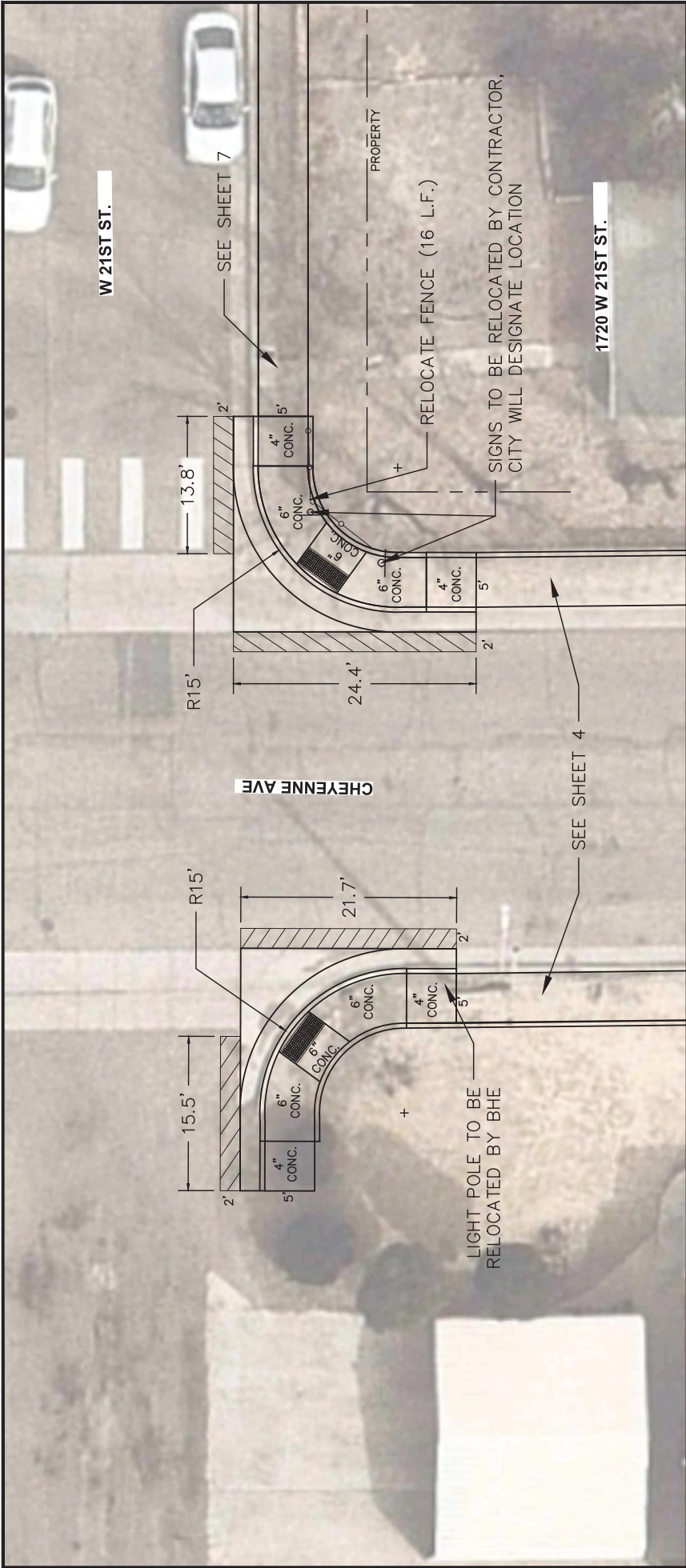
|                      |                      |                      |                           |
|----------------------|----------------------|----------------------|---------------------------|
| <b>WEST SIDEWALK</b> |                      | <b>EAST SIDEWALK</b> |                           |
| CONSTRUCT            | 50 L.F. 6" CURB HEAD | REMOVE               | 12 C.Y. IMPORT EMBANKMENT |
| CONSTRUCT            | 590 S.F. 4" CONCRETE | REMOVE               | 45 S.F. ASPHALT           |
|                      |                      | REMOVE               | 10 L.F. CURB & GUTTER     |
|                      |                      | REMOVE               | 33 S.F. CONCRETE          |
|                      |                      | CONSTRUCT            | 43 L.F. 6" CURB HEAD      |
|                      |                      | CONSTRUCT            | 10 L.F. CURB & GUTTER     |
|                      |                      | CONSTRUCT            | 447 S.F. 4" CONC          |
|                      |                      | CONSTRUCT            | 23 S.F. 6" CONC           |
|                      |                      | CONSTRUCT            | 20 S.F. ASPHALT ROADWAY   |

NEW ELEV = 96.84  
EXISTING = (97.04)  
ASPHALT PAVING/PATCH

ISSUED FOR BID: 01/23/24

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NEW ELEV = 96.84  
EXISTING = (97.04)  
ASPHALT PAVING/PATCH



| SOUTH—WEST CORNER |     |                          |  |
|-------------------|-----|--------------------------|--|
| REMOVE            | 74  | S.F. ASPHALT             |  |
| REMOVE            | 36  | L.F. CURB & GUTTER       |  |
| REMOVE            | 58  | S.F. REINF. CONCRETE     |  |
| CONSTRUCT         | 22  | L.F. 6" CURB HEAD        |  |
| CONSTRUCT         | 36  | L.F. CURB & GUTTER       |  |
| CONSTRUCT         | 50  | S.F. 4" CONCRETE         |  |
| CONSTRUCT         | 106 | S.F. 6" CONCRETE         |  |
| CONSTRUCT         | 58  | S.F. 7" REINF. CONCRETE  |  |
| CONSTRUCT         | 74  | S.F. ASPHALT ROADWAY     |  |
| INSTALL           | 2   | EA. 24"x30" TACTILE BAND |  |

| SOUTH—EAST CORNER |     |                          |  |
|-------------------|-----|--------------------------|--|
| REMOVE            | 76  | S.F. ASPHALT             |  |
| REMOVE            | 36  | L.F. CURB & GUTTER       |  |
| REMOVE            | 58  | S.F. REINF. CONC.        |  |
| CONSTRUCT         | 27  | L.F. 6" CURB HEAD        |  |
| CONSTRUCT         | 36  | L.F. CURB & GUTTER       |  |
| CONSTRUCT         | 50  | S.F. 4" CONCRETE         |  |
| CONSTRUCT         | 106 | S.F. 6" CONCRETE         |  |
| CONSTRUCT         | 58  | S.F. 7" REINF. CONC.     |  |
| CONSTRUCT         | 76  | S.F. ASPHALT ROADWAY     |  |
| RELOCATE          | 16  | L.F. FENCE               |  |
| RELOCATE          | 2   | EA. SIGN                 |  |
| INSTALL           | 2   | EA. 24"x30" TACTILE BAND |  |

ISSUED FOR BID: 01/23/24



CONCRETE IMPROVEMENTS - CHEYENNE AVE (19TH TO 25TH)

CHEYENNE AVE & W 21ST ST

SW & SE CORNERS

SCALE (H): 1" = 10'

SCALE (V):

DRAWN BY: SH

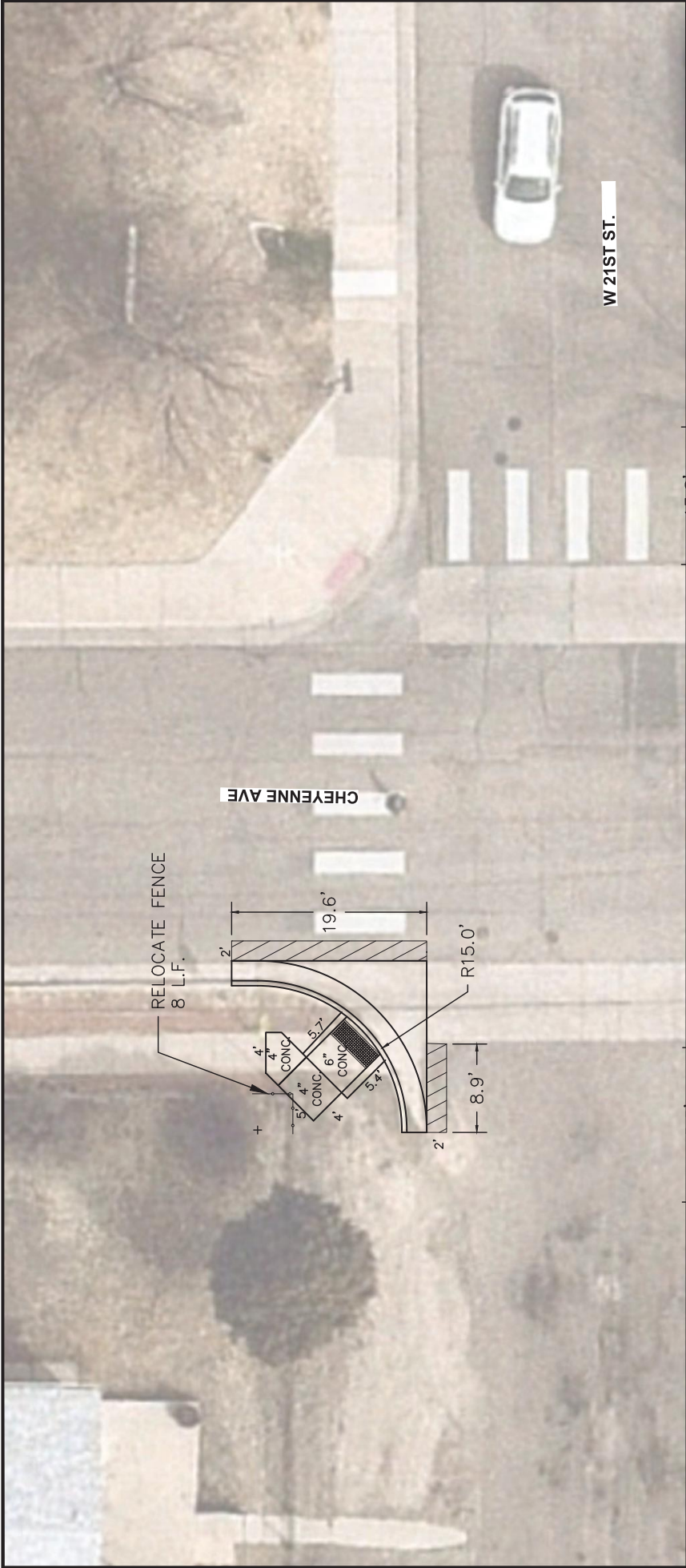
CHECKED BY: BQ

APPROVED BY: CR

DATE: 01/23/24

DRAWING NO. 24-003

SHEET NO. 5



|                   |    |                          |
|-------------------|----|--------------------------|
| NORTH—WEST CORNER | 57 | S.F. ASPHALT             |
|                   | 26 | L.F. CURB & GUTTER       |
| REMOVE            | 46 | S.F. CONCRETE            |
| REMOVE            | 62 | S.F. REINF. CONC.        |
| CONSTRUCT         | 11 | L.F. 6" CURB HEAD        |
| CONSTRUCT         | 26 | L.F. CURB & GUTTER       |
| CONSTRUCT         | 34 | S.F. 4" CONCRETE         |
| CONSTRUCT         | 29 | S.F. 6" CONCRETE         |
| CONSTRUCT         | 62 | S.F. 7" REINF. CONC.     |
| CONSTRUCT         | 57 | S.F. ASPHALT ROADWAY     |
| RELOCATE          | 8  | L.F. FENCE               |
| INSTALL           | 2  | EA. 24"X30" TACTILE BAND |

ISSUED FOR BID: 01/23/24

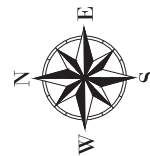
NEW ELEV = 96.84  
EXISTING = (97.04)  
ASPHALT PAVING/PATCH



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NEW ELEV. = 96.84  
EXISTING = (97.04)  
ASPHALT PAVING/PATCH



ISSUED FOR BID: 01/23/24

|                |                      |
|----------------|----------------------|
| SOUTH SIDEWALK |                      |
| REMOVE         | 13 S.F. CONCRETE     |
| CONSTRUCT      | 813 S.F. 4" CONCRETE |
| CONSTRUCT      | 154 S.F. 6" CONCRETE |

|     |           |    |      |          |                                                                                                                                       |                                                                                     |                                                                                                                                        |                                                   |                                                                                                                     |                |
|-----|-----------|----|------|----------|---------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------|---------------------------------------------------------------------------------------------------------------------|----------------|
| NO. | REVISIONS | BY | DATE | APPROVAL | <br>city of <b>PUEBLO</b> <small>colorado</small> |  | PUBLIC WORKS DEPARTMENT<br>ENGINEERING DIVISION<br>2111 EAST "D" STREET PUEBLO, CO 81003<br>(719) 553-2295 PHONE<br>(719) 553-2294 FAX | SCALE (H): 1" = 15'<br>SCALE (V):                 | 24-003<br>CONCRETE IMPROVEMENTS - CHEYENNE AVE (19TH TO 29TH)<br>W 21ST ST<br>SOUTH SIDEWALK - EAST OF CHEYENNE AVE | DRAWING NO.    |
|     |           |    |      |          |                                                                                                                                       |                                                                                     |                                                                                                                                        | DRAWN BY: SH<br>CHECKED BY: BQ<br>APPROVED BY: CR | DATE: 01/23/24                                                                                                      | SHEET NO.<br>7 |



SIGN TO BE RELOCATED BY CONTRACTOR,  
CITY WILL DESIGNATE LOCATION

NEW ELEV. = 96.84  
EXISTING = (97.04)  
ASPHALT PAVING/PATCH



| SOUTH—WEST CORNER |     |
|-------------------|-----|
| REMOVE            | 76  |
| REMOVE            | 36  |
| REMOVE            | 146 |
| REMOVE            | 58  |
| CONSTRUCT         | 36  |
| CONSTRUCT         | 142 |
| CONSTRUCT         | 108 |
| CONSTRUCT         | 58  |
| CONSTRUCT         | 76  |
| RELOCATE          | 1   |
| INSTALL           | 2   |

ISSUED FOR BID: 01/23/24

[illegible]

|                                                                                                                                                                |  |                                                                                                                                                                                                                                                                     |  |                                                                                                                                                      |  |                                                                                                                                                                                                                                                                                                 |  |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------|--|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|------------------------------------------------------------------------------------------------------------------------------------------------------|--|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| NEW ELEV. = 96.84<br>EXISTING (07/04)<br>ASPHALT PAVING PATCH                                                                                                  |  |                                                                                                                                                                                                                                                                     |  | NORTH-EAST CORNER<br>REMOVE<br>REMOVE<br>REMOVE<br>CONSTRUCT<br>CONSTRUCT<br>CONSTRUCT<br>CONSTRUCT<br>CONSTRUCT<br>CONSTRUCT<br>RELOCATE<br>INSTALL |  | NORTH-EAST CORNER<br>75 S.F. ASPHALT<br>36 L.F. CURB & GUTTER<br>58 S.F. REINF. CONCRETE<br>17 L.F. 6" CURB HEAD<br>36 L.F. CURB & GUTTER<br>50 S.F. 4" CONCRETE<br>106 S.F. 6" CONCRETE<br>58 S.F. 7" REINF. CONCRETE<br>75 S.F. ASPHALT ROADWAY<br>1 E.A. SIGN<br>2 E.A. 24"x30" TACTILE BAND |  |
| NORTH-WEST CORNER<br>REMOVE<br>REMOVE<br>REMOVE<br>REMOVE<br>CONSTRUCT<br>CONSTRUCT<br>CONSTRUCT<br>CONSTRUCT<br>CONSTRUCT<br>CONSTRUCT<br>RELOCATE<br>INSTALL |  | S.F. ASPHALT<br>L.F. CURB & GUTTER<br>S.F. CONCRETE<br>S.F. REINF. CONC.<br>L.F. 6" CURB HEAD<br>L.F. CURB & GUTTER<br>S.F. 4" CONCRETE<br>S.F. 6" CONCRETE<br>S.F. 7" REINF. CONC.<br>S.F. ASPHALT ROADWAY<br>L.F. FENCE<br>E.A. SIGN<br>E.A. 24"x30" TACTILE BAND |  | NORTH-WEST CORNER<br>76<br>36<br>156<br>58<br>17<br>36<br>50<br>106<br>58<br>76<br>30<br>1<br>2                                                      |  | NORTH-WEST CORNER<br>76<br>36<br>156<br>58<br>17<br>36<br>50<br>106<br>58<br>76<br>30<br>1<br>2                                                                                                                                                                                                 |  |
| PUBLIC WORKS DEPARTMENT<br>ENGINEERING DIVISION<br>211 EAST "D" STREET PUEBLO, CO 81003<br>(719) 553-2295 PHONE<br>(719) 553-2294 FAX                          |  | SCALE (H): 1" = 10'<br>SCALE (V): SH<br>CHECKED BY: BO<br>APPROVED BY: CR<br>DATE: 01/23/24                                                                                                                                                                         |  | CONCRETE IMPROVEMENTS - CHEYENNE AVE (19TH TO 29TH)<br>CHEYENNE AVE & W 22ND ST<br>NW & NE CORNERS                                                   |  | DRAWING NO.<br>SHEET NO. 9                                                                                                                                                                                                                                                                      |  |



NEW ELEV. = 96.84  
EXISTING = (97.04)  
ASPHALT PAVING/PAT



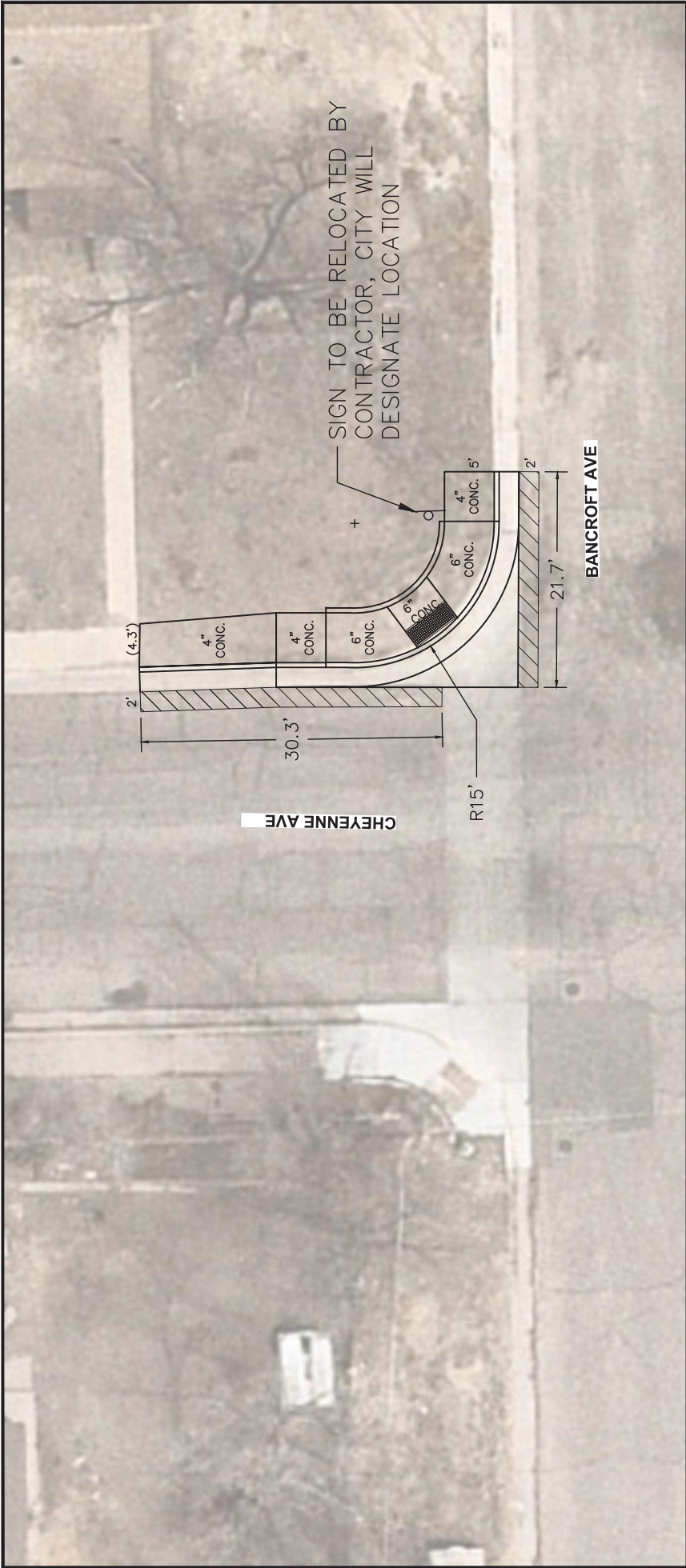
|     |                      |
|-----|----------------------|
| 111 | S.F. ASPHALT         |
| 56  | L.F. CURB & GUTTER   |
| 56  | L.F. CURB & GUTTER   |
| 441 | S.F. 4" CONCRETE     |
| 111 | S.F. ASPHALT ROADWAY |

ISSUED FOR BID: 01/23/24

[illegible]

|                                                                                                                                                                                                       |  |                                                                                                                                                                                                                                                    |  |                                                                                                                                                                                     |  |                                                                                                                                                                                                                                        |  |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| SOUTH-WEST CORNER<br>REMOVE 141<br>REMOVE 36<br>REMOVE 56<br>REMOVE 198<br>CONSTRUCT 17<br>CONSTRUCT 36<br>CONSTRUCT 50<br>CONSTRUCT 106<br>CONSTRUCT 198<br>CONSTRUCT 141<br>RELOCATE 1<br>INSTALL 2 |  | S.F. ASPHALT<br>L.F. CURB & GUTTER<br>S.F. CONCRETE<br>S.F. REINF. CONC.<br>L.F. 6" CURB HEAD<br>L.F. CURB & GUTTER<br>S.F. 4" CONCRETE<br>S.F. 6" CONCRETE<br>S.F. 7" REINF CONC.<br>S.F. ASPHALT ROADWAY<br>EA. SIGN<br>EA. 24"x30" TACTILE BAND |  | SOUTH-EAST CORNER<br>REMOVE 74<br>REMOVE 36<br>REMOVE 137<br>REMOVE 58<br>CONSTRUCT 17<br>CONSTRUCT 36<br>CONSTRUCT 46<br>CONSTRUCT 90<br>CONSTRUCT 58<br>CONSTRUCT 74<br>INSTALL 2 |  | S.F. ASPHALT<br>L.F. CURB & GUTTER<br>S.F. CONCRETE<br>S.F. REINF. CONC.<br>L.F. 6" CURB HEAD<br>L.F. CURB & GUTTER<br>S.F. 4" CONCRETE<br>S.F. 6" CONCRETE<br>S.F. 7" REINF CONC.<br>S.F. ASPHALT ROADWAY<br>EA. 24"x30" TACTILE BAND |  |
| NEW ELEV.= 96.84<br>EXISTING = (97.04)<br>ASPHALT PAVING/PATCH                                                                                                                                        |  |                                                                                                                                                                                                                                                    |  |                                                                                                                                                                                     |  | SCALE (H): 1" = 10'<br>SCALE (V): 1" = 10'<br>CHECKED BY: SH<br>DRAWN BY: CR<br>APPROVED BY: CR<br>DATE: 01/23/24                                                                                                                      |  |
| PUBLIC WORKS DEPARTMENT<br>ENGINEERING DIVISION<br>211 EAST 10 <sup>TH</sup> STREET PUEBLO, CO. 81003<br>(719) 553-2295 PHONE<br>(719) 553-2294 FAX                                                   |  |                                                                                                                                                                                                                                                    |  | city of<br><br><b>PUEBLO</b><br>Colorado                                                                                                                                            |  |                                                                                                                                                                                                                                        |  |
| REVISIONS                                                                                                                                                                                             |  | BY                                                                                                                                                                                                                                                 |  | DATE                                                                                                                                                                                |  | APPROVAL                                                                                                                                                                                                                               |  |





|                                                                                                                                                    |  |                                                                                                          |  |                                                     |  |
|----------------------------------------------------------------------------------------------------------------------------------------------------|--|----------------------------------------------------------------------------------------------------------|--|-----------------------------------------------------|--|
| NEW ELEV = 96.84<br>EXISTING = (97.04)<br>ASPHALT PAVING/PATCH                                                                                     |  | NORTH-EAST CORNER                                                                                        |  | 24-003                                              |  |
| REMOVE                                                                                                                                             |  | 104                                                                                                      |  | CONCRETE IMPROVEMENTS - CHEYENNE AVE (19TH TO 25TH) |  |
| REMOVE                                                                                                                                             |  | 50                                                                                                       |  | CHEYENNE AVE & BANCROFT AVE                         |  |
| REMOVE                                                                                                                                             |  | 58                                                                                                       |  | NE CORNER                                           |  |
| CONSTRUCT                                                                                                                                          |  | 17                                                                                                       |  | S.F. ASPHALT                                        |  |
| CONSTRUCT                                                                                                                                          |  | 50                                                                                                       |  | L.F. CURB & GUTTER                                  |  |
| CONSTRUCT                                                                                                                                          |  | 114                                                                                                      |  | S.F. REINF. CONCRETE                                |  |
| CONSTRUCT                                                                                                                                          |  | 106                                                                                                      |  | L.F. 6" CURB HEAD                                   |  |
| CONSTRUCT                                                                                                                                          |  | 58                                                                                                       |  | S.F. 4" CONCRETE                                    |  |
| CONSTRUCT                                                                                                                                          |  | 104                                                                                                      |  | S.F. 6" CONCRETE                                    |  |
| RELOCATE                                                                                                                                           |  | 1                                                                                                        |  | S.F. 7" REINF. CONCRETE                             |  |
| INSTALL                                                                                                                                            |  | 2                                                                                                        |  | S.F. ASPHALT ROADWAY                                |  |
| ISSUED FOR BID: 01/23/24                                                                                                                           |  | EA. SIGN                                                                                                 |  | EA. 24"X30" TACTILE BAND                            |  |
| PUBLIC WORKS DEPARTMENT<br>ENGINEERING DIVISION<br>211 EAST 10 <sup>TH</sup> STREET PUEBLO, CO 81003<br>(719) 533-2295 PHONE<br>(719) 533-2294 FAX |  | SCALE (H): 1" = 10'<br>SCALE (V):<br>DRAWN BY: SH<br>CHECKED BY: BQ<br>APPROVED BY: CR<br>DATE: 01/23/24 |  | DRAWING NO.                                         |  |
| city of PUEBLO colorado                                                                                                                            |  | BUREAU OF PUBLIC WORKS colorado                                                                          |  | SHEET NO.                                           |  |
| NO.                                                                                                                                                |  | REVISIONS                                                                                                |  | 12                                                  |  |
| BY                                                                                                                                                 |  | DATE                                                                                                     |  | APPROVAL                                            |  |

NEW ELEV. = 96.84  
EXISTING = (97.04)  
ASPHALT PAVING/PAT



|               |     |      |                 |
|---------------|-----|------|-----------------|
| EAST SIDEWALK | 20  | S.F. | ASPHALT         |
| REMOVE        | 10  | L.F. | CURB & GUTTER   |
| REMOVE        | 25  | S.F. | CONCRETE        |
| CONSTRUCT     | 10  | L.F. | CURB & GUTTER   |
| CONSTRUCT     | 566 | S.F. | 4" CONCRETE     |
| CONSTRUCT     | 55  | S.F. | 6" CONCRETE     |
| CONSTRUCT     | 20  | S.F. | ASPHALT ROADWAY |

ISSUED FOR BID: 01/23/24

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |           |    |      |           |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----|------|-----------|
| NO.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | REVISIONS | BY | DATE | APPROVAL  |
|  <div style="display: flex; justify-content: space-between; align-items: center;"> <div> <p>city of</p>  <p><b>PUEBLO</b></p> <p>colorado</p> </div> <div> <p>PUBLIC WORKS DEPARTMENT<br/>ENGINEERING DIVISION<br/>211 EAST "D" STREET PUEBLO, CO 81003<br/>DRAWN BY: SH<br/>CHECKED BY: BQ<br/>APPROVED BY: CR<br/>(719) 553-2295 PHONE<br/>(719) 553-2294 FAX</p> </div> </div> |           |    |      |           |
| <p>SCALE (N): 1" = 30'</p> <p>SCALE (V):</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |           |    |      |           |
| <p>24-003</p> <p>CONCRETE IMPROVEMENTS - CHEYENNE AVE (19TH TO 29TH)</p> <p>CHEYENNE AVE EAST SIDEWALK</p> <p>NORTH OF BANCROFT AVE</p>                                                                                                                                                                                                                                                                                                                                                                                                                 |           |    |      |           |
| DRAWING NO.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |           |    |      | SHEET NO. |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |           |    |      | 13        |



NEW ELEV.= 96.84  
EXISTING = (97.04)  
ASPHALT PAVING/PATCH

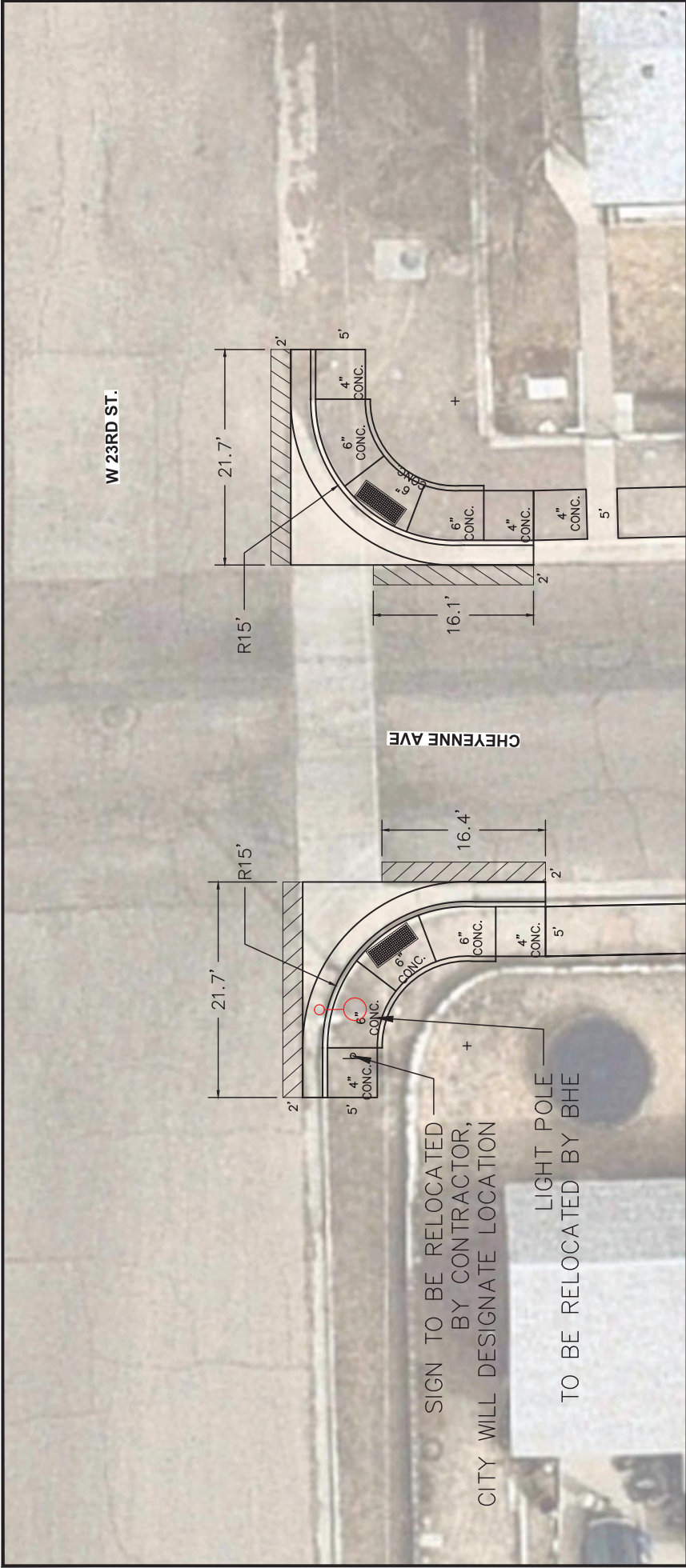
EAST SIDEWALK  
CONSTRUCT 418 S.F. 4" CONCRETE

| WEST SIDEWALK | 400                          | S.F. 4" CONCRETE |
|---------------|------------------------------|------------------|
| CONSTRUCT     | 74 <th>S.F. 6" CONCRETE</th> | S.F. 6" CONCRETE |



ISSUED FOR BID: 01/23/24

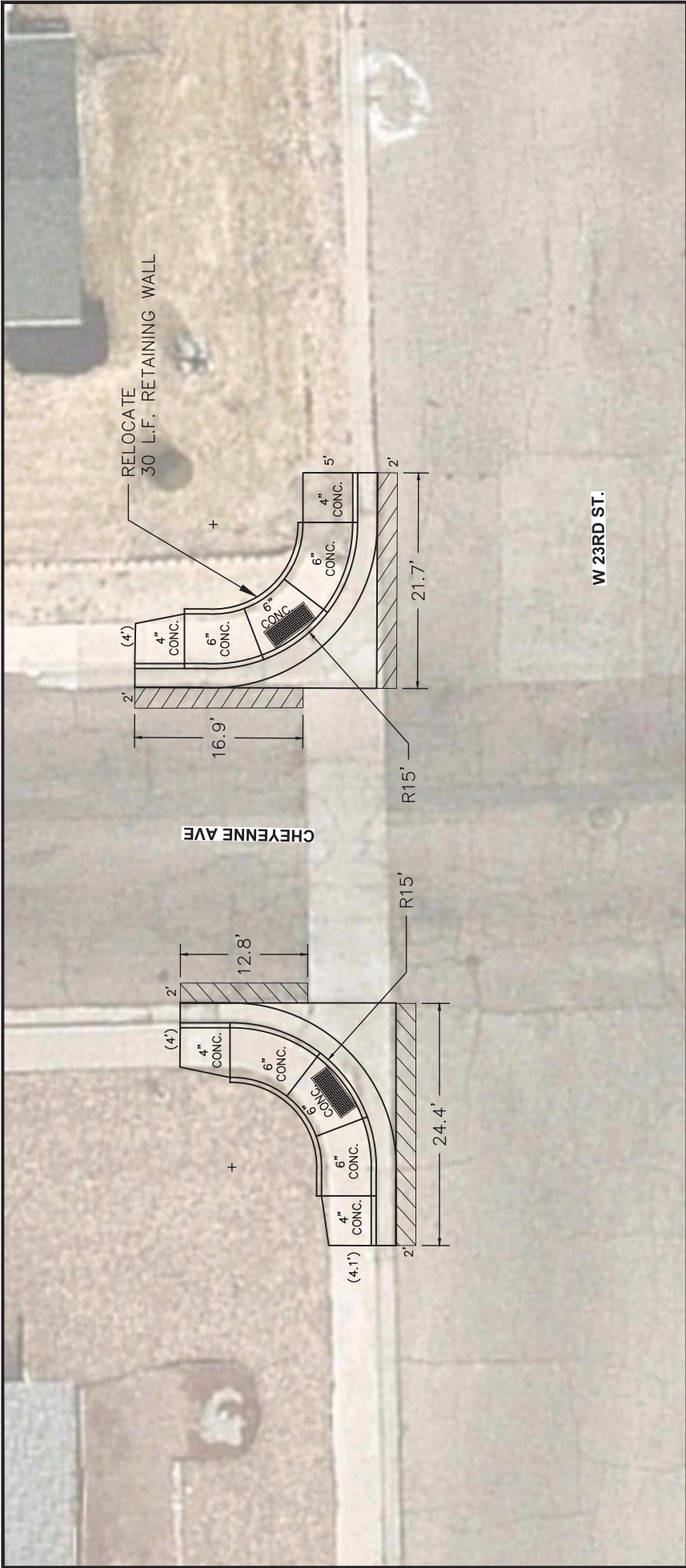
|     |           |    |      |          |                                                                                       |                                                                                      |                                                                                                                                                   |                                                                                                          |                                                                                                              |                 |
|-----|-----------|----|------|----------|---------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------|-----------------|
| NO. | REVISIONS | BY | DATE | APPROVAL |  |  | PUBLIC WORKS DEPARTMENT<br>ENGINEERING DIVISION<br>211 EAST 7 <sup>th</sup> STREET PUEBLO, CO 81003<br>(719) 553-2295 PHONE<br>(719) 553-2294 FAX | SCALE (H): 1" = 20'<br>SCALE (V):<br>DRAWN BY: SH<br>CHECKED BY: BQ<br>APPROVED BY: CK<br>DATE: 01/23/24 | 24-003<br>CONCRETE IMPROVEMENTS - CHEYENNE AVE (19TH TO 29TH)<br>CHEYENNE AVE SIDEWALK<br>SOUTH OF W 23RD ST | DRAWING NO.     |
| NO. |           |    |      |          |                                                                                       |                                                                                      |                                                                                                                                                   |                                                                                                          |                                                                                                              | SHEET NO.<br>14 |



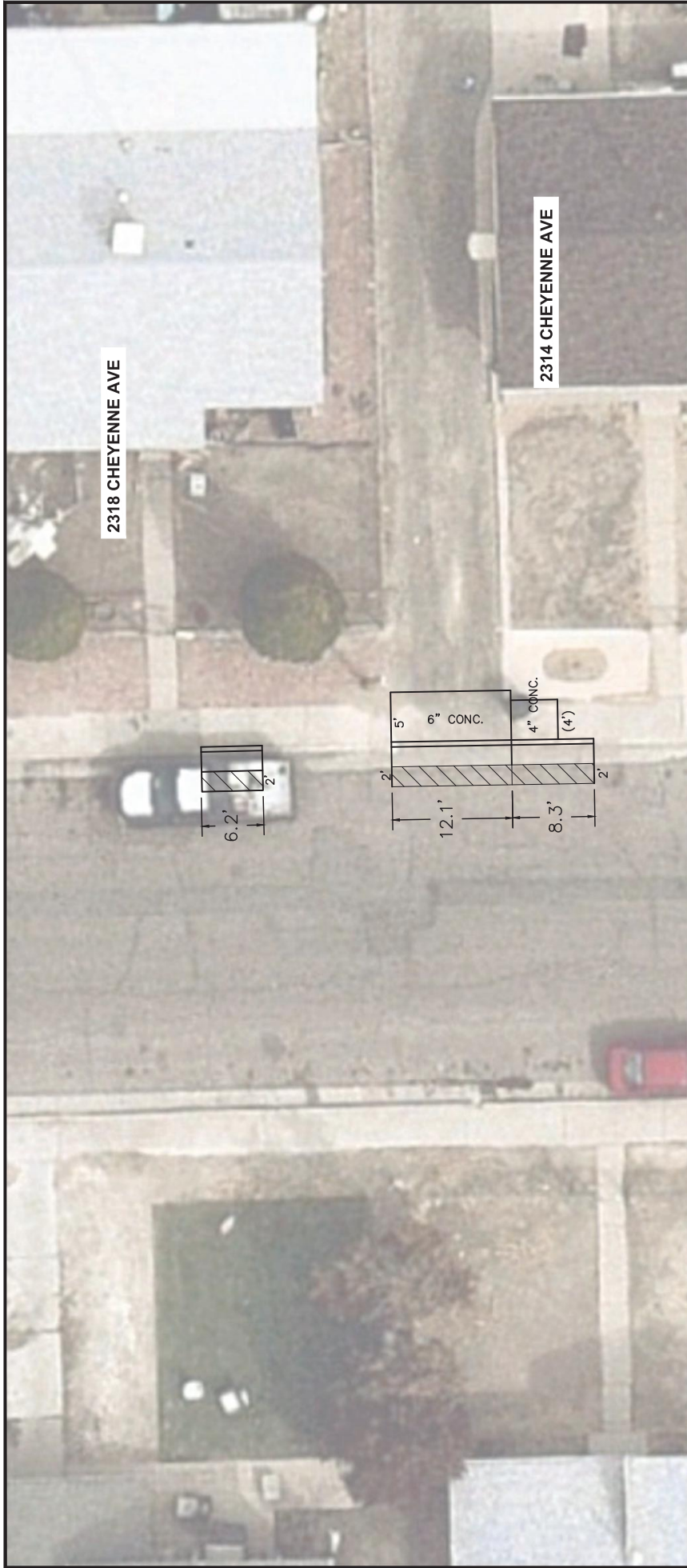
| SOUTH—WEST CORNER        |     | SOUTH—EAST CORNER        |     |
|--------------------------|-----|--------------------------|-----|
| REMOVE                   | 76  | REMOVE                   | 76  |
| REMOVE                   | 36  | REMOVE                   | 36  |
| REMOVE                   | 58  | REMOVE                   | 58  |
| CONSTRUCT                | 17  | CONSTRUCT                | 17  |
| CONSTRUCT                | 36  | CONSTRUCT                | 36  |
| CONSTRUCT                | 50  | CONSTRUCT                | 76  |
| CONSTRUCT                | 106 | CONSTRUCT                | 106 |
| CONSTRUCT                | 58  | CONSTRUCT                | 58  |
| CONSTRUCT                | 76  | CONSTRUCT                | 76  |
| RELOCATE                 | 1   | CONSTRUCT                | 2   |
| INSTALL                  | 2   | INSTALL                  | 2   |
| EA. 24"X30" TACTILE BAND |     | EA. 24"X30" TACTILE BAND |     |

|                                                                                                                                                    |  |                                             |                                                     |
|----------------------------------------------------------------------------------------------------------------------------------------------------|--|---------------------------------------------|-----------------------------------------------------|
| PUBLIC WORKS DEPARTMENT<br>ENGINEERING DIVISION<br>211 EAST 10 <sup>TH</sup> STREET PUEBLO, CO 81003<br>(719) 553-2295 PHONE<br>(719) 553-2294 FAX |  | SCALE (H): 1" = 10'<br>SCALE (V):           | 24-003                                              |
| DRAWN BY: SH<br>CHECKED BY: BQ<br>APPROVED BY: CR                                                                                                  |  | DATE: 01/23/24                              | CONCRETE IMPROVEMENTS - CHEYENNE AVE (19TH TO 25TH) |
| CITY OF PUEBLO colorado                                                                                                                            |  | CHEYENNE AVE & W 23RD ST<br>SW & SE CORNERS |                                                     |
| BUREAU OF PUBLIC WORKS colorado                                                                                                                    |  | DRAWING NO.                                 |                                                     |
| NO.                                                                                                                                                |  | SHEET NO.                                   |                                                     |
| REVISONS                                                                                                                                           |  | 15                                          |                                                     |
| BY                                                                                                                                                 |  | DATE                                        |                                                     |
| APPROVAL                                                                                                                                           |  |                                             |                                                     |



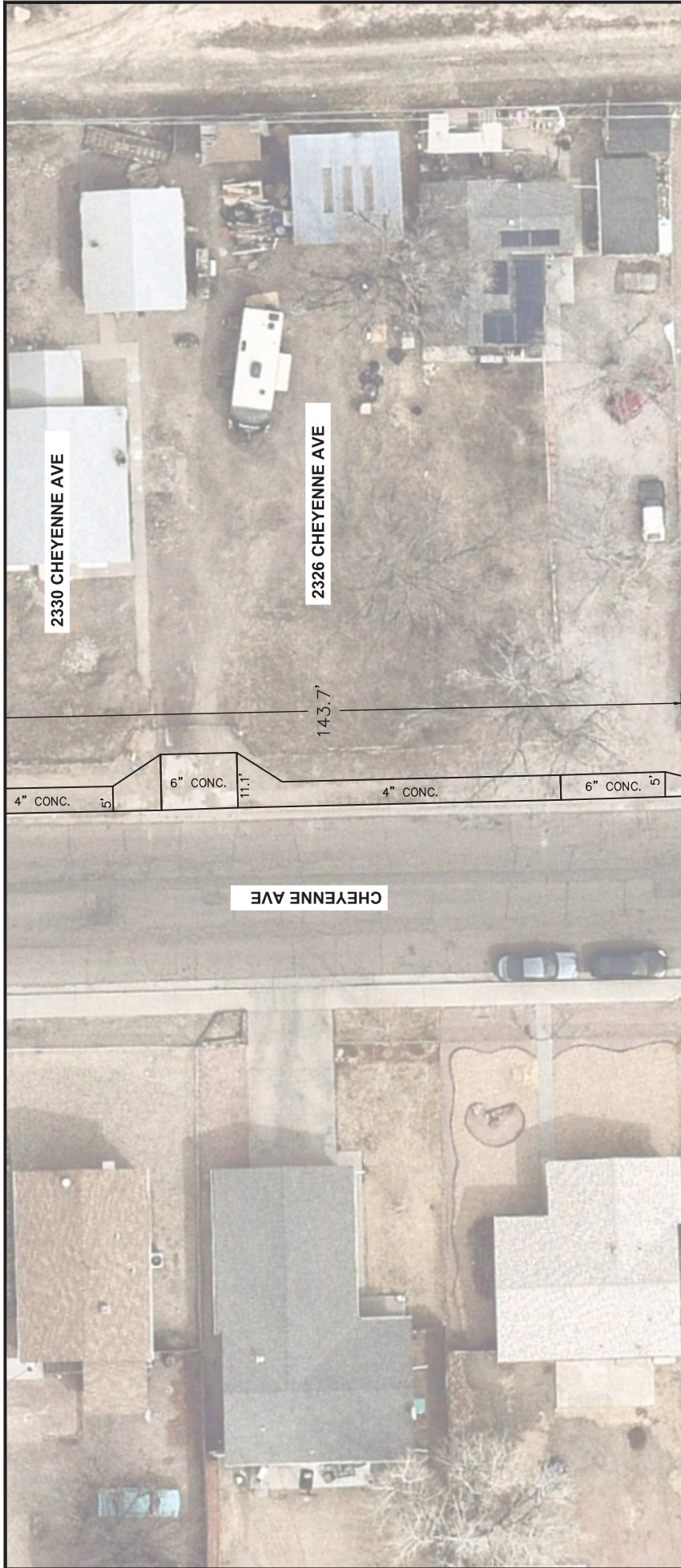


|                                                   |     |                                                     |     |
|---------------------------------------------------|-----|-----------------------------------------------------|-----|
| NORTH—WEST CORNER                                 |     | NORTH—EAST CORNER                                   |     |
| REMOVE                                            | 74  | REMOVE                                              | 78  |
| REMOVE                                            | 36  | REMOVE                                              | 36  |
| REMOVE                                            | 134 | REMOVE                                              | 114 |
| REMOVE                                            | 58  | REMOVE                                              | 58  |
| CONSTRUCT                                         | 17  | CONSTRUCT                                           | 17  |
| CONSTRUCT                                         | 36  | CONSTRUCT                                           | 36  |
| CONSTRUCT                                         | 55  | CONSTRUCT                                           | 47  |
| CONSTRUCT                                         | 106 | CONSTRUCT                                           | 106 |
| CONSTRUCT                                         | 58  | CONSTRUCT                                           | 58  |
| CONSTRUCT                                         | 74  | CONSTRUCT                                           | 78  |
| INSTALL                                           | 2   | INSTALL                                             | 2   |
| S.F. ASPHALT                                      |     | S.F. ASPHALT                                        |     |
| L.F. CURB & GUTTER                                |     | L.F. CURB & GUTTER                                  |     |
| S.F. CONCRETE                                     |     | S.F. CONCRETE                                       |     |
| S.F. REINF. CONC.                                 |     | S.F. REINF. CONC.                                   |     |
| L.F. 6" CURB HEAD                                 |     | L.F. 6" CURB HEAD                                   |     |
| L.F. CURB & GUTTER                                |     | L.F. CURB & GUTTER                                  |     |
| S.F. 4" CONCRETE                                  |     | S.F. 4" CONCRETE                                    |     |
| S.F. 6" CONCRETE                                  |     | S.F. 6" CONCRETE                                    |     |
| S.F. 7" REINF CONC.                               |     | S.F. 7" REINF CONC.                                 |     |
| S.F. ASPHALT ROADWAY                              |     | S.F. ASPHALT ROADWAY                                |     |
| EA. 24"X30" TACTILE BAND                          |     | EA. 24"X30" TACTILE BAND                            |     |
| ISSUED FOR BID: 01/23/24                          |     | 24-003                                              |     |
| PUBLIC WORKS DEPARTMENT                           |     | CONCRETE IMPROVEMENTS - CHEYENNE AVE (19TH TO 29TH) |     |
| ENGINEERING DIVISION                              |     | CHEYENNE AVE & W 23RD ST                            |     |
| 211 EAST 10 <sup>TH</sup> STREET PUEBLO, CO 81003 |     | NW & NE CORNERS                                     |     |
| (719) 553-2295 PHONE                              |     | DRAWING NO.                                         |     |
| (719) 553-2294 FAX                                |     | SHEET NO.                                           |     |
| DATE: 01/23/24                                    |     | 16                                                  |     |
| SCALE (H): 1" = 10'                               |     | DRAWING NO.                                         |     |
| SCALE (V):                                        |     | SHEET NO.                                           |     |
| DRAWN BY: SH                                      |     | 16                                                  |     |
| CHECKED BY: BQ                                    |     | 16                                                  |     |
| APPROVED BY: CR                                   |     | 16                                                  |     |
| DATE: 01/23/24                                    |     | 16                                                  |     |



|                                                                                                                                                    |  |                                                                                                          |  |                                                                          |  |                                                                                                                                                                |  |
|----------------------------------------------------------------------------------------------------------------------------------------------------|--|----------------------------------------------------------------------------------------------------------|--|--------------------------------------------------------------------------|--|----------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| 2318 CHEYENNE AVE                                                                                                                                  |  | 2314 CHEYENNE AVE                                                                                        |  | EAST SIDEWALK<br>REMOVE<br>REMOVE<br>CONSTRUCT<br>CONSTRUCT<br>CONSTRUCT |  | 53 S.F. ASPHALT<br>27 L.F. CURB & GUTTER<br>79 S.F. CONCRETE<br>27 L.F. CURB & GUTTER<br>19 S.F. 4" CONCRETE<br>60 S.F. 6" CONCRETE<br>53 S.F. ASPHALT ROADWAY |  |
| NEW ELEV = 96.84<br>EXISTING = (97.04)<br>ASPHALT PAVING/PATCH                                                                                     |  |                                                                                                          |  | ISSUED FOR BID: 01/23/24                                                 |  | 24-003<br>CONCRETE IMPROVEMENTS - CHEYENNE AVE (19TH TO 29TH)<br>CHEYENNE AVE EAST SIDEWALK<br>NORTH OF W 23RD ST                                              |  |
| PUBLIC WORKS DEPARTMENT<br>ENGINEERING DIVISION<br>211 EAST 10 <sup>TH</sup> STREET PUEBLO, CO 81003<br>(719) 553-2295 PHONE<br>(719) 553-2294 FAX |  | SCALE (H): 1" = 10'<br>SCALE (V):<br>DRAWN BY: SH<br>CHECKED BY: BQ<br>APPROVED BY: CR<br>DATE: 01/23/24 |  | DRAWING NO.                                                              |  | SHEET NO.<br>17                                                                                                                                                |  |
| BUREAU OF<br>PUBLIC WORKS<br>colorado                                                                                                              |  | CITY OF<br>PUEBLO<br>colorado                                                                            |  | NO.                                                                      |  | REVISIONS                                                                                                                                                      |  |
|                                                                                                                                                    |  |                                                                                                          |  | BY                                                                       |  | DATE                                                                                                                                                           |  |
|                                                                                                                                                    |  |                                                                                                          |  |                                                                          |  | APPROVAL                                                                                                                                                       |  |

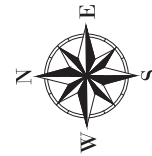




NEW ELEV = 96.84  
EXISTING = (97.04)  
ASPHALT PAVING/PATCH



EAST SIDEWALK  
CONSTRUCT 577 S.F. 4\"/>



ISSUED FOR BID: 01/23/24

|  |  |  |  |  |  |  |  |  |  |                                                                                                                    |  |  |  |  |  |  |  |  |  |                                                                                       |  |  |  |  |  |  |  |  |  |                                                                                                                                                    |  |  |  |  |  |  |  |  |  |                                                                                                          |  |  |  |  |  |  |  |  |  |                                                                                                                   |  |  |  |  |  |  |  |  |  |             |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  | 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WEST SIDEWALK  
CONSTRUCT  
CONSTRUCT

1085 S.F. 4" CONCRETE  
120 S.F. 6" CONCRETE

EAST SIDEWALK

REMOVE  
REMOVE  
REMOVE  
CONSTRUCT  
CONSTRUCT  
CONSTRUCT

40 S.F. ASPHALT  
20 L.F. CURB AND GUTTER  
197 S.F. CONCRETE  
20 L.F. CURB AND GUTTER  
779 S.F. 4" CONCRETE  
91 S.F. 6" CONCRETE  
40 S.F. ASPHALT ROADWAY

NEW ELEV = 96.84  
EXISTING = (97.04)  
ASPHALT PAVING/PATCH

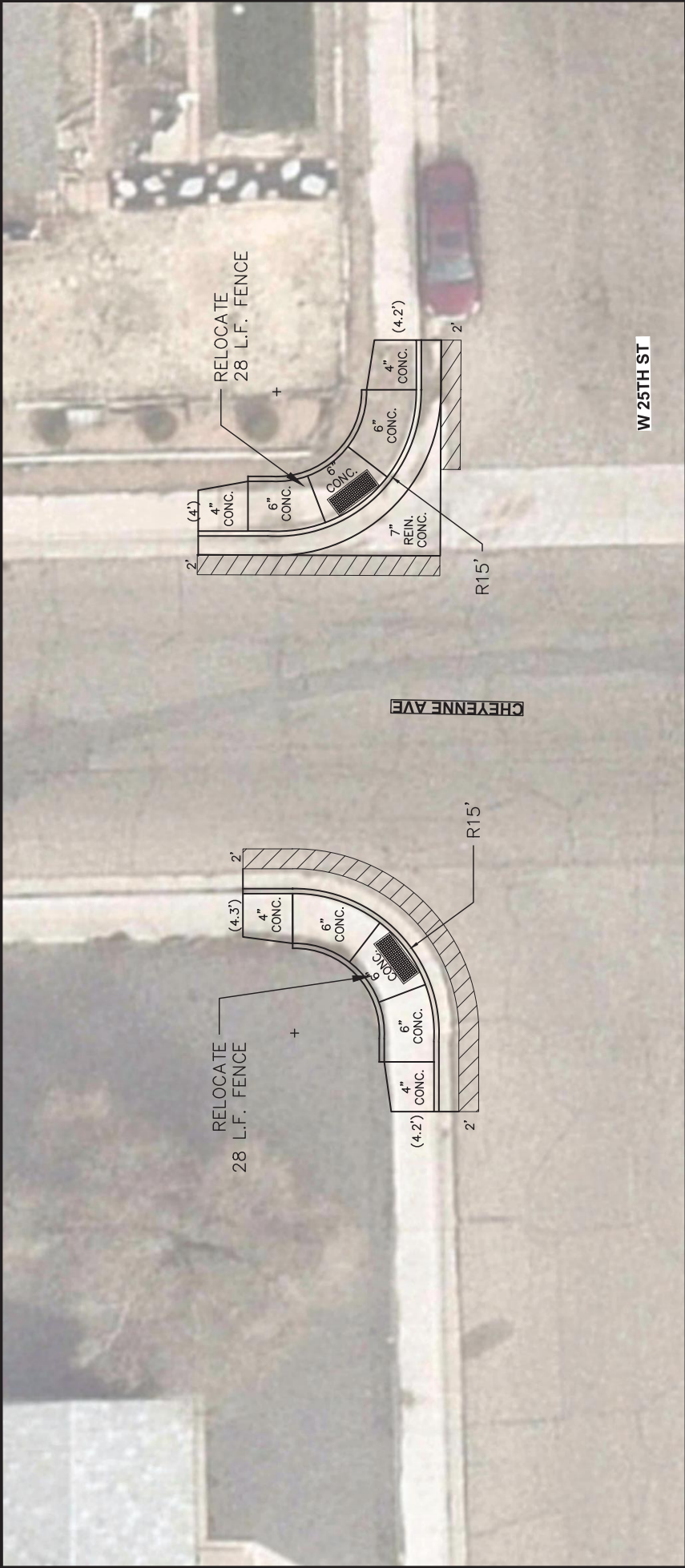


ISSUED FOR BID: 01/23/24

|                                                                                                                                                    |  |  |  |                 |
|----------------------------------------------------------------------------------------------------------------------------------------------------|--|--|--|-----------------|
| 24-003<br>CONCRETE IMPROVEMENTS - CHEYENNE AVE (19TH TO 25TH)<br>CHEYENNE AVE SIDEWALK<br>NORTH OF W 24TH ST                                       |  |  |  | DRAWING NO.     |
| PUBLIC WORKS DEPARTMENT<br>ENGINEERING DIVISION<br>211 EAST 10 <sup>TH</sup> STREET PUEBLO, CO 81003<br>(719) 553-2295 PHONE<br>(719) 553-2294 FAX |  |  |  | SHEET NO.<br>19 |
| SCALE (H): 1" = 40'<br>SCALE (V):<br>DRAWN BY: SH<br>CHECKED BY: BQ<br>APPROVED BY: CR<br>DATE: 01/23/24                                           |  |  |  |                 |
| city of PUEBLO colorado                                                                                                                            |  |  |  |                 |
| BUREAU OF PUBLIC WORKS colorado                                                                                                                    |  |  |  |                 |
| NO. _____                                                                                                                                          |  |  |  |                 |
| REVISIONS                                                                                                                                          |  |  |  |                 |
| BY _____                                                                                                                                           |  |  |  |                 |
| DATE _____                                                                                                                                         |  |  |  |                 |
| APPROVAL _____                                                                                                                                     |  |  |  |                 |

|                                                                 |  |                                                                                                                                                                                                                                                                                                         |  |                                                                                                                                       |  |                                                                                                                                                                                                                                                                                                                                                                           |  |        |  |                                                                                                        |  |             |  |      |  |           |  |  |  |
|-----------------------------------------------------------------|--|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|---------------------------------------------------------------------------------------------------------------------------------------|--|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--------|--|--------------------------------------------------------------------------------------------------------|--|-------------|--|------|--|-----------|--|--|--|
| NEW ELEV. = 96.84<br>EXISTING = (97.04)<br>ASPHALT PAVING/PATCH |  |                                                                                                                                                                                                                                                                                                         |  | PUBLIC WORKS DEPARTMENT<br>ENGINEERING DIVISION<br>211 EAST "D" STREET PUEBLO, CO 81003<br>(719) 553-2295 PHONE<br>(719) 553-2294 FAX |  | city of<br><br><b>PUEBLO</b><br>Colorado                                                                                                                                                                                                                                                                                                                                  |  |        |  | REVISIONS                                                                                              |  | BY          |  | DATE |  | APPROVAL  |  |  |  |
| SOUTH-WEST CORNER                                               |  | S.F. ASPHALT<br>REMOVE 81<br>L.F. CURB & GUTTER 36<br>REMOVE 139<br>S.F. CONCRETE<br>CONSTRUCT 17<br>L.F. 6" CURB HEAD<br>CONSTRUCT 36<br>L.F. CURB & GUTTER<br>CONSTRUCT 46<br>S.F. 4" CONCRETE<br>CONSTRUCT 106<br>S.F. 6" CONCRETE<br>CONSTRUCT 81<br>S.F. ASPHALT ROADWAY<br>CONSTRUCT 2<br>INSTALL |  | SOUTH-EAST CORNER                                                                                                                     |  | REMOVE 77<br>L.F. ASPHALT 36<br>CURB & GUTTER 36<br>REMOVE 132<br>L.F. CONCRETE 58<br>REMOVE<br>CONSTRUCT 17<br>L.F. 6" CURB HEAD<br>CONSTRUCT 36<br>L.F. CURB & GUTTER<br>CONSTRUCT 46<br>S.F. 4" CONCRETE<br>CONSTRUCT 106<br>S.F. 6" CONCRETE<br>CONSTRUCT 58<br>S.F. 7" REINF CONC.<br>CONSTRUCT 77<br>S.F. ASPHALT ROADWAY<br>RELOCATE 30<br>L.F. FENCE<br>INSTALL 2 |  | 24-003 |  | CONCRETE IMPROVEMENTS - CHEYENNE AVE (19TH TO 29TH)<br><br>CHEYENNE AVE & W 25TH ST<br>SW & SE CORNERS |  | DRAWING NO. |  | 20   |  | SHEET NO. |  |  |  |





| NORTH—WEST CORNER        |     | NORTH—EAST CORNER        |     |
|--------------------------|-----|--------------------------|-----|
| REMOVE                   | 81  | REMOVE                   | 75  |
| REMOVE                   | 36  | REMOVE                   | 36  |
| REMOVE                   | 136 | REMOVE                   | 131 |
| CONSTRUCT                | 17  | CONSTRUCT                | 17  |
| CONSTRUCT                | 36  | CONSTRUCT                | 36  |
| CONSTRUCT                | 47  | CONSTRUCT                | 46  |
| CONSTRUCT                | 106 | CONSTRUCT                | 106 |
| CONSTRUCT                | 81  | CONSTRUCT                | 58  |
| RELOCATE                 | 28  | RELOCATE                 | 28  |
| INSTALL                  | 2   | INSTALL                  | 2   |
| EA. 24"X30" TACTILE BAND |     | EA. 24"X30" TACTILE BAND |     |

NEW ELEV = 96.84  
EXISTING = (97.04)  
ASPHALT PAVING/PATCH

ISSUED FOR BID: 01/23/24

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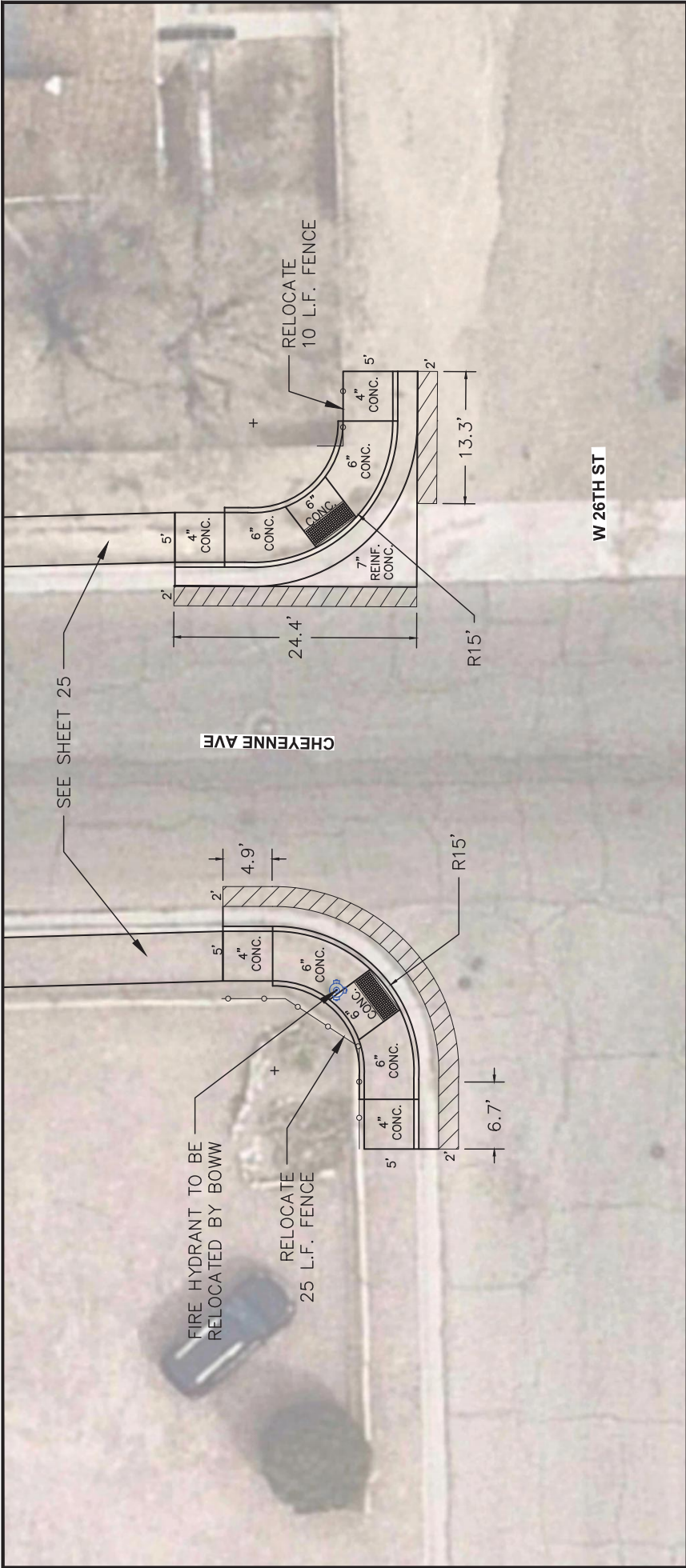


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| NEW ELEV.= 96.84<br>EXISTING = (07.04)<br>ASPHALT PAVING PATCH |  |                          |  | PUBLIC WORKS DEPARTMENT<br>ENGINEERING DIVISION<br>211 EAST "D" STREET PUEBLO, CO 81003<br>(719) 553-2295 PHONE<br>(719) 553-2294 FAX |  | city of<br><br>Pueblo Colorado |  | <br>BUREAU OF<br>city of<br>PUBLIC WORKS |  | NO.                                                 |  | REVISIONS                                           |  | BY          |  | DATE      |  | APPROVAL |  |
| SOUTH—WEST CORNER                                              |  | S.F. ASPHALT             |  | SOUTH—EAST CORNER                                                                                                                     |  | S.F. ASPHALT                   |  | SCALE (H): 1" = 10'                      |  | 24-003                                              |  | CONCRETE IMPROVEMENTS - CHEYENNE AVE (19TH TO 29TH) |  | DRAWING NO. |  | SHEET NO. |  | 23       |  |
| REMOVE 81                                                      |  | L.F. CURB & GUTTER       |  | REMOVE 77                                                                                                                             |  | L.F. CURB & GUTTER             |  | SCALE (V): 1" = 5'                       |  | CONCRETE IMPROVEMENTS - CHEYENNE AVE (19TH TO 29TH) |  | CHEYENNE AVE & W 26TH ST                            |  |             |  |           |  |          |  |
| REMOVE 36                                                      |  | L.F. 6" CURB HEAD        |  | REMOVE 36                                                                                                                             |  | L.F. 6" CURB HEAD              |  | DRAWN BY: SH                             |  |                                                     |  |                                                     |  |             |  |           |  |          |  |
| CONSTRUCT 17                                                   |  | L.F. CURB & GUTTER       |  | REMOVE 150                                                                                                                            |  | L.F. CURB & GUTTER             |  | CHECKED BY: BO                           |  |                                                     |  |                                                     |  |             |  |           |  |          |  |
| CONSTRUCT 36                                                   |  | S.F. 4" CONCRETE         |  | REMOVE 58                                                                                                                             |  | S.F. REINF. CONC.              |  | APPROVED BY: CR                          |  |                                                     |  |                                                     |  |             |  |           |  |          |  |
| CONSTRUCT 47                                                   |  | S.F. 6" CONCRETE         |  | CONSTRUCT 17                                                                                                                          |  | L.F. 6" CURB HEAD              |  | DATE: 01/23/24                           |  |                                                     |  |                                                     |  |             |  |           |  |          |  |
| CONSTRUCT 106                                                  |  | S.F. ASPHALT ROADWAY     |  | CONSTRUCT 36                                                                                                                          |  | L.F. CURB & GUTTER             |  |                                          |  |                                                     |  |                                                     |  |             |  |           |  |          |  |
| CONSTRUCT 81                                                   |  | EA. 24"x30" TACTILE BAND |  | CONSTRUCT 48                                                                                                                          |  | S.F. 4" CONCRETE               |  |                                          |  |                                                     |  |                                                     |  |             |  |           |  |          |  |
| INSTALL 2                                                      |  |                          |  | CONSTRUCT 106                                                                                                                         |  | S.F. 6" CONCRETE               |  |                                          |  |                                                     |  |                                                     |  |             |  |           |  |          |  |
|                                                                |  |                          |  | CONSTRUCT 58                                                                                                                          |  | S.F. 7" REINF. CONC.           |  |                                          |  |                                                     |  |                                                     |  |             |  |           |  |          |  |
|                                                                |  |                          |  | CONSTRUCT 77                                                                                                                          |  | S.F. ASPHALT ROADWAY           |  |                                          |  |                                                     |  |                                                     |  |             |  |           |  |          |  |
|                                                                |  |                          |  | INSTALL 2                                                                                                                             |  | EA. 24"x30" TACTILE BAND       |  |                                          |  |                                                     |  |                                                     |  |             |  |           |  |          |  |
|                                                                |  |                          |  |                                                                                                                                       |  |                                |  |                                          |  |                                                     |  |                                                     |  |             |  |           |  |          |  |
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|                                                                |  |                          |  |                                                                                                                                       |  |                                |  | </                                       |  |                                                     |  |                                                     |  |             |  |           |  |          |  |



| NORTH—WEST CORNER        |     | NORTH—EAST CORNER        |     |
|--------------------------|-----|--------------------------|-----|
| REMOVE                   | 81  | REMOVE                   | 75  |
| REMOVE                   | 36  | REMOVE                   | 36  |
| CONSTRUCT                | 17  | CONSTRUCT                | 58  |
| CONSTRUCT                | 36  | CONSTRUCT                | 17  |
| CONSTRUCT                | 50  | CONSTRUCT                | 36  |
| CONSTRUCT                | 106 | CONSTRUCT                | 50  |
| CONSTRUCT                | 81  | CONSTRUCT                | 106 |
| RELOCATE                 | 25  | CONSTRUCT                | 58  |
| INSTALL                  | 2   | RELOCATE                 | 75  |
| S.F. ASPHALT             |     | S.F. ASPHALT             |     |
| L.F. CURB & GUTTER       |     | L.F. CURB & GUTTER       |     |
| L.F. 6" CURB HEAD        |     | L.F. 6" CURB HEAD        |     |
| L.F. CURB & GUTTER       |     | L.F. CURB & GUTTER       |     |
| S.F. 4" CONCRETE         |     | S.F. 4" CONCRETE         |     |
| S.F. 6" CONCRETE         |     | S.F. 6" CONCRETE         |     |
| S.F. ASPHALT ROADWAY     |     | S.F. 7" REINF. CONC.     |     |
| L.F. FENCE               |     | S.F. ASPHALT ROADWAY     |     |
| EA. 24"X30" TACTILE BAND |     | L.F. FENCE               |     |
|                          |     | INSTALL                  |     |
|                          |     | 2                        |     |
|                          |     | EA. 24"X30" TACTILE BAND |     |



REVISIONS

BY

DATE

APPROVAL

24-003

CONCRETE IMPROVEMENTS - CHEYENNE AVE (19TH TO 25TH)

CHEYENNE AVE & W 26TH ST

NW & NE CORNERS

SCALE (H): 1" = 10'

SCALE (V):

DRAWN BY: SH

CHECKED BY: BQ

APPROVED BY: CR

DATE: 01/23/24

DRAWING NO.

SHEET NO.

24





WEST SIDEWALK  
CONSTRUCT

EAST SIDEWALK  
REMOVE  
REMOVE  
CONSTRUCT  
CONSTRUCT

10 S.F. ASPHALT  
5 L.F. CURB & GUTTER  
5 L.F. CURB & GUTTER  
178 S.F. 4\"/>

NEW ELEV = 96.84  
EXISTING = (97.04)  
ASPHALT PAVING/PATCH



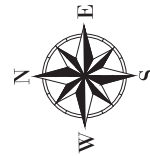
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NEW ELEV = 96.84  
EXISTING = (97.04)  
ASPHALT PAVING/PATCH



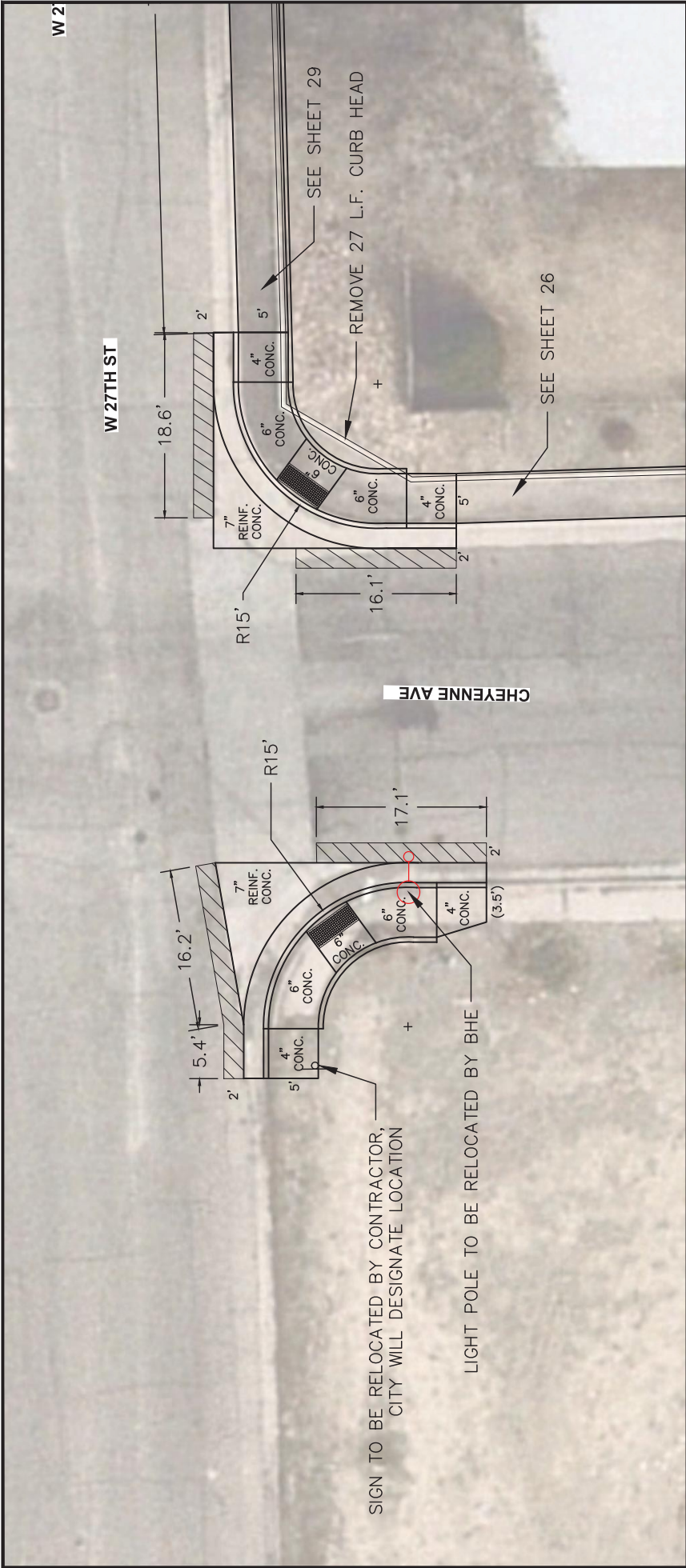
EAST SIDEWALK  
REMOVE 30 L.F. CURB HEAD  
CONSTRUCT 217 S.F. 4" CONCRETE



ISSUED FOR BID: 01/23/24

|     |           |    |      |          |                                                                                                                    |                                                                                                                                |                                                                                                                                                    |                                                                                                             |                                                                                                                   |                 |
|-----|-----------|----|------|----------|--------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------|-----------------|
| NO. | REVISIONS | BY | DATE | APPROVAL | <br><b>PUEBLO</b><br>colorado | <br>BUREAU OF<br>PUBLIC WORKS<br>colorado | PUBLIC WORKS DEPARTMENT<br>ENGINEERING DIVISION<br>211 EAST 10 <sup>TH</sup> STREET PUEBLO, CO 81003<br>(719) 533-2295 PHONE<br>(719) 533-2294 FAX | SCALE (H): 1" = 10'<br>SCALE (V): SH<br>DRAWN BY: BQ<br>CHECKED BY: CR<br>APPROVED BY: CR<br>DATE: 01/23/24 | 24-003<br>CONCRETE IMPROVEMENTS - CHEYENNE AVE (19TH TO 29TH)<br>CHEYENNE AVE EAST SIDEWALK<br>SOUTH OF W 27TH ST | DRAWING NO.     |
|     |           |    |      |          |                                                                                                                    |                                                                                                                                |                                                                                                                                                    |                                                                                                             |                                                                                                                   | SHEET NO.<br>26 |





| SOUTH—WEST CORNER |     | SOUTH—EAST CORNER        |     |
|-------------------|-----|--------------------------|-----|
| REMOVE            | 77  | REMOVE                   | 69  |
| REMOVE            | 36  | L.F. CURB & GUTTER       | 36  |
| REMOVE            | 107 | S.F. REINF. CONC.        | 58  |
| REMOVE            | 82  | REMOVE                   | 42  |
| CONSTRUCT         | 17  | L.F. CURB HEAD           | 17  |
| CONSTRUCT         | 36  | L.F. CURB & GUTTER       | 36  |
| CONSTRUCT         | 46  | S.F. 4" CONCRETE         | 50  |
| CONSTRUCT         | 106 | S.F. 6" CONCRETE         | 106 |
| CONSTRUCT         | 82  | S.F. 7" REINF CONC.      | 58  |
| CONSTRUCT         | 77  | S.F. ASPHALT ROADWAY     | 69  |
| RELOCATE          | 1   | INSTALL                  | 2   |
| INSTALL           | 2   | EA. 24"x30" TACTILE BAND |     |

NEW ELEV = 96.84  
EXISTING = (97.04)  
ASPHALT PAVING/PATCH

ISSUED FOR BID: 01/23/24

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| PUBLIC WORKS DEPARTMENT<br>ENGINEERING DIVISION<br>211 EAST 10 <sup>TH</sup> STREET PUEBLO, CO 81003<br>(719) 553-2295 PHONE<br>(719) 553-2294 FAX |  | SCALE (H): 1" = 10'<br>SCALE (V):<br>DRAWN BY: SH<br>CHECKED BY: BQ<br>APPROVED BY: CR<br>DATE: 01/23/24 | 24-003<br>CONCRETE IMPROVEMENTS - CHEYENNE AVE (19TH TO 29TH)<br>CHEYENNE AVE & W 27TH ST<br>SW & SE CORNERS | DRAWING NO.     |
| city of PUEBLO colorado                                                                                                                            |  |                                                                                                          |                                                                                                              | SHEET NO.<br>27 |

NEW ELEV. = 96.84  
EXISTING = (97.04)  
ASPHALT PAVING/PATCH



| NORTH - WEST CORNER |                           | NORTH - EAST CORNER |                           |
|---------------------|---------------------------|---------------------|---------------------------|
| 77                  | S.F. ASPHALT              | 80                  | S.F. ASPHALT              |
| 35                  | L.F. CURB & GUTTER        | 36                  | L.F. CURB & GUTTER        |
| 62                  | S.F. REINF. CONC.         | 89                  | S.F. REINF. CONC.         |
| 16                  | L.F. 6" CURB HEAD         | 16                  | L.F. 6" CURB HEAD         |
| 35                  | L.F. CURB & GUTTER        | 36                  | L.F. CURB & GUTTER        |
| 50                  | S.F. 4" CONCRETE          | 50                  | S.F. 4" CONCRETE          |
| 100                 | S.F. 6" CONCRETE          | 100                 | S.F. 6" CONCRETE          |
| 62                  | S.F. 7" REINF CONC.       | 89                  | S.F. 7" REINF CONC.       |
| 77                  | S.F. ASPHALT ROADWAY      | 80                  | S.F. ASPHALT ROADWAY      |
| 2                   | EA. 24" X30" TACTILE BAND | 1                   | EA. SIGN                  |
|                     |                           | 2                   | EA. 24" X30" TACTILE BAND |

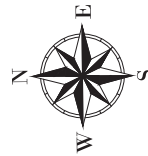
NEW ELEV = 96.84  
EXISTING = (97.04)  
ASPHALT PAVING/PATCH

ISSUED FOR BID: 01/23/24

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NEW ELEV.= 96.84  
EXISTING = (97.04)  
ASPHALT PAVING/PATCH



ISSUED FOR BID: 01/23/24

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|----------------|-----|------|--------------|
| SOUTH SIDEWALK | 70  | L.F. | CURB HEAD    |
| REMOVE         | 70  | L.F. | 6" CURB HEAD |
| CONSTRUCT      | 350 | S.F. | 4" CONCRETE  |

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NEW ELEV = 96.84  
EXISTING = (97.04)  
ASPHALT PAVING/PATCH



EAST SIDEWALK  
CONSTRUCT 338 S.F. 4" CONCRETE

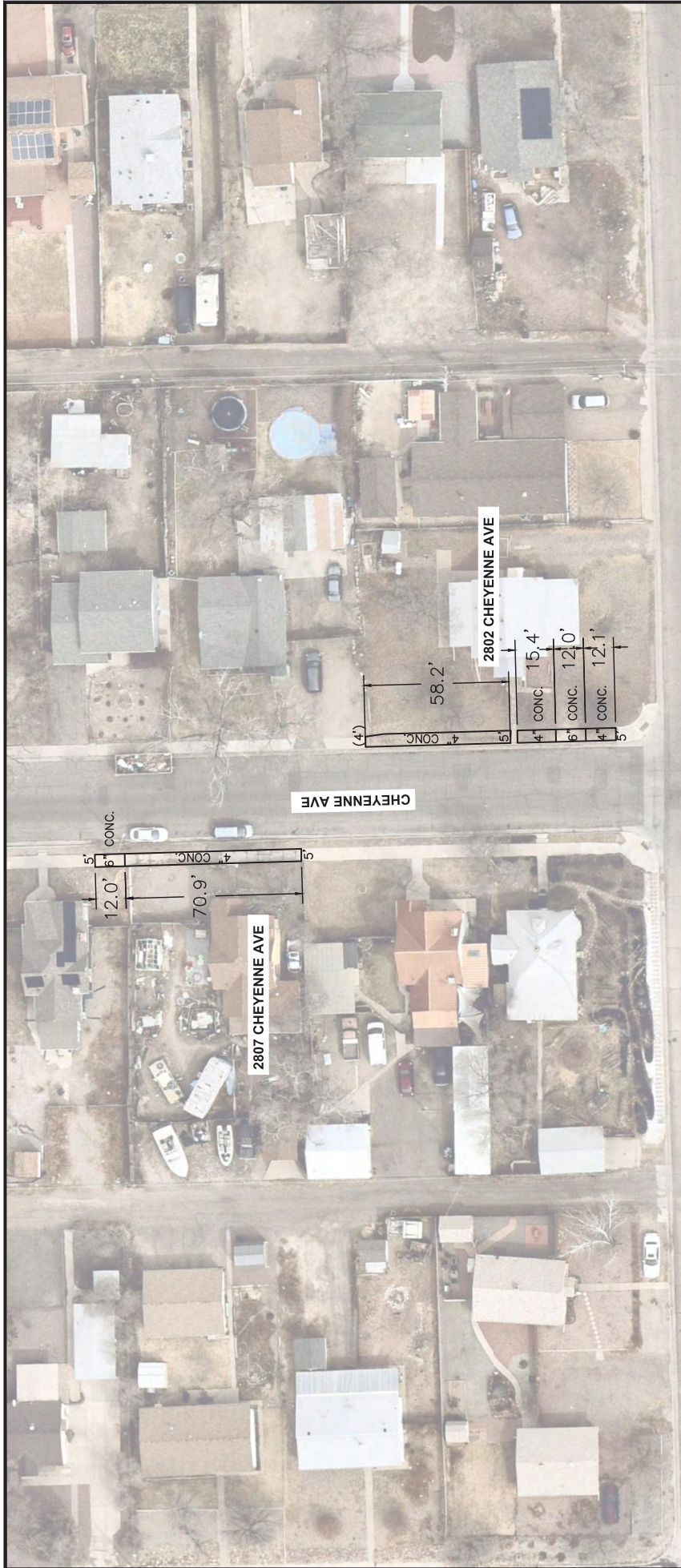


ISSUED FOR BID: 01/23/24

|     |           |    |      |          |                                                                                       |                                                                                       |                                                                                                                                                    |                                                                                                          |                                                                                                                   |                 |
|-----|-----------|----|------|----------|---------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------|-----------------|
| NO. | REVISIONS | BY | DATE | APPROVAL |  |  | PUBLIC WORKS DEPARTMENT<br>ENGINEERING DIVISION<br>211 EAST 10 <sup>TH</sup> STREET PUEBLO, CO 81003<br>(719) 533-2295 PHONE<br>(719) 533-2294 FAX | SCALE (H): 1" = 10'<br>SCALE (V):<br>DRAWN BY: SH<br>CHECKED BY: BQ<br>APPROVED BY: CR<br>DATE: 01/23/24 | 24-003<br>CONCRETE IMPROVEMENTS - CHEYENNE AVE (19TH TO 29TH)<br>CHEYENNE AVE EAST SIDEWALK<br>SOUTH OF W 28TH ST | DRAWING NO.     |
|     |           |    |      |          |                                                                                       |                                                                                       |                                                                                                                                                    |                                                                                                          |                                                                                                                   | SHEET NO.<br>31 |

|                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                                                                             |                                       |  |                                                                                                                                |  |                                       |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------|--|--------------------------------------------------------------------------------------------------------------------------------|--|---------------------------------------|
| <p>NEW ELEV.= 96.84<br/>EXISTING = (97.04)<br/>ASPHALT PAVING PATCH</p>                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                             | <p>ISSUED FOR BID: 01/23/24</p>       |  | <p>24-003<br/>CONCRETE IMPROVEMENTS - CHEYENNE AVE (19TH TO 29TH)<br/>CHEYENNE AVE &amp; W 28TH ST<br/>SW &amp; SE CORNERS</p> |  | <p>DRAWING NO.</p>                    |
| <p>SOUTH—WEST CORNER</p>                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                                                                                                                             | <p>SOUTH—EAST CORNER</p>              |  | <p>SCALE (H): 1" = 10'<br/>SCALE (V): SI<br/>CHECKED BY: BO<br/>APPROVED BY: CR<br/>DATE: 01/23/24</p>                         |  | <p>SHEET NO.</p>                      |
| <p>81 S.F. ASPHALT<br/>REMOVE<br/>35 L.F. CURB &amp; GUTTER<br/>REMOVE<br/>20 L.F. 6" CURB HEAD<br/>CONSTRUCT<br/>35 L.F. CURB &amp; GUTTER<br/>CONSTRUCT<br/>68 S.F. 4" CONCRETE<br/>CONSTRUCT<br/>106 S.F. 6" CONCRETE<br/>CONSTRUCT<br/>81 S.F. ASPHALT ROADWAY<br/>INSTALL</p> | <p>77 S.F. ASPHALT<br/>REMOVE<br/>36 L.F. CURB &amp; GUTTER<br/>REMOVE<br/>17 L.F. 6" CURB HEAD<br/>CONSTRUCT<br/>36 L.F. CURB &amp; GUTTER<br/>CONSTRUCT<br/>50 S.F. 4" CONCRETE<br/>CONSTRUCT<br/>106 S.F. 6" CONCRETE<br/>CONSTRUCT<br/>58 S.F. 7" REINF CONC.<br/>CONSTRUCT<br/>77 S.F. ASPHALT ROADWAY<br/>INSTALL</p> | <p>2 EA. 24"x30" TACTILE BAND</p>     |  | <p>2 EA. 24"x30" TACTILE BAND</p>                                                                                              |  | <p>32</p>                             |
| <p>NO. REVISIONS BY DATE APPROVAL</p>                                                                                                                                                                                                                                              |                                                                                                                                                                                                                                                                                                                             | <p>NO. REVISIONS BY DATE APPROVAL</p> |  | <p>NO. REVISIONS BY DATE APPROVAL</p>                                                                                          |  | <p>NO. REVISIONS BY DATE APPROVAL</p> |





|                                                                                                                                                    |                  |                                                     |                  |
|----------------------------------------------------------------------------------------------------------------------------------------------------|------------------|-----------------------------------------------------|------------------|
| <u>WEST SIDEWALK</u>                                                                                                                               |                  | <u>EAST SIDEWALK</u>                                |                  |
| REMOVE                                                                                                                                             | 415              | CONSTRUCT                                           | 426              |
| CONSTRUCT                                                                                                                                          | 355              | CONSTRUCT                                           | 60               |
| CONSTRUCT                                                                                                                                          | 60               | CONSTRUCT                                           | 60               |
|                                                                                                                                                    | S.F. CONCRETE    |                                                     | S.F. 4" CONCRETE |
|                                                                                                                                                    | S.F. 4" CONCRETE |                                                     | S.F. 6" CONCRETE |
|                                                                                                                                                    | S.F. 6" CONCRETE |                                                     |                  |
| ISSUED FOR BID: 01/23/24                                                                                                                           |                  | 24-003                                              |                  |
| PUBLIC WORKS DEPARTMENT<br>ENGINEERING DIVISION<br>211 EAST 10 <sup>TH</sup> STREET PUEBLO, CO 81003<br>(719) 553-2295 PHONE<br>(719) 553-2294 FAX |                  | CONCRETE IMPROVEMENTS - CHEYENNE AVE (19TH TO 29TH) |                  |
| CITY OF PUEBLO colorado                                                                                                                            |                  | CHEYENNE AVE SIDEWALK                               |                  |
| BUREAU OF PUBLIC WORKS colorado                                                                                                                    |                  | NORTH OF W 28TH ST                                  |                  |
| NO.                                                                                                                                                |                  | DRAWING NO.                                         |                  |
| REVISIONS                                                                                                                                          |                  | SHEET NO.                                           |                  |
| BY                                                                                                                                                 |                  | 33                                                  |                  |
| DATE                                                                                                                                               |                  |                                                     |                  |
| APPROVAL                                                                                                                                           |                  |                                                     |                  |



NEW ELEV = 96.84  
EXISTING = (97.04)  
ASPHALT PAVING/PATCH



EAST SIDEWALK

|           |     |                      |
|-----------|-----|----------------------|
| REMOVE    | 191 | S.F. ASPHALT         |
| REMOVE    | 113 | L.F. CURB & GUTTER   |
| REMOVE    | 84  | S.F. CONCRETE        |
| CONSTRUCT | 113 | L.F. CURB & GUTTER   |
| CONSTRUCT | 476 | S.F. 4" CONCRETE     |
| CONSTRUCT | 84  | S.F. 6" CONCRETE     |
| CONSTRUCT | 191 | S.F. ASPHALT ROADWAY |



ISSUED FOR BID: 01/23/24

|     |           |    |      |          |  |  |                                                                                                                                                    |                                                                                                          |                                                                                                                   |                 |
|-----|-----------|----|------|----------|--|--|----------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------|-----------------|
| NO. | REVISIONS | BY | DATE | APPROVAL |  |  | PUBLIC WORKS DEPARTMENT<br>ENGINEERING DIVISION<br>211 EAST 10 <sup>TH</sup> STREET PUEBLO, CO 81003<br>(719) 532-2295 PHONE<br>(719) 532-2294 FAX | SCALE (H): 1" = 20'<br>SCALE (V):<br>DRAWN BY: SH<br>CHECKED BY: BQ<br>APPROVED BY: CR<br>DATE: 01/23/24 | 24-003<br>CONCRETE IMPROVEMENTS - CHEYENNE AVE (19TH TO 29TH)<br>CHEYENNE AVE EAST SIDEWALK<br>SOUTH OF W 29TH ST | DRAWING NO.     |
|     |           |    |      |          |  |  |                                                                                                                                                    |                                                                                                          |                                                                                                                   | SHEET NO.<br>34 |



|                                                                                                                                                             |  |                                            |  |                                                                                                                                                |  |                                                                       |  |                                                                       |  |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--------------------------------------------|--|------------------------------------------------------------------------------------------------------------------------------------------------|--|-----------------------------------------------------------------------|--|-----------------------------------------------------------------------|--|
| <p>NEW ELEV.= 96.84<br/>EXISTING = (97.04)<br/>ASPHALT PAVING PATCH</p>  |  | <p>ISSUED FOR BID: 01/23/24</p>            |  | <p>SCALE (H): 1" = 10'<br/>SCALE (V):</p>                                                                                                      |  | <p>24-003<br/>CONCRETE IMPROVEMENTS - CHEYENNE AVE (19TH TO 29TH)</p> |  | <p>DRAWING NO.</p>                                                    |  |
| <p>SOUTH—WEST CORNER</p>                                                                                                                                    |  | <p>SOUTH—EAST CORNER</p>                   |  | <p>PUBLIC WORKS DEPARTMENT<br/>ENGINEERING DIVISION<br/>211 EAST 7TH STREET PUEBLO, CO 81003<br/>(719) 533-2254 FAX<br/>(719) 533-2254 FAX</p> |  | <p>SCALE (H): 1" = 10'<br/>SCALE (V):</p>                             |  | <p>24-003<br/>CONCRETE IMPROVEMENTS - CHEYENNE AVE (19TH TO 29TH)</p> |  |
| <p>REMOVE 119 S.F. ASPHALT</p>                                                                                                                              |  | <p>REMOVE 211 S.F. ASPHALT</p>             |  | <p>DRAWN BY: SH</p>                                                                                                                            |  | <p>CHECKED BY: BQ</p>                                                 |  | <p>SHEET NO.</p>                                                      |  |
| <p>REMOVE 143 S.F. CONCRETE</p>                                                                                                                             |  | <p>REMOVE 58 L.F. CURB &amp; GUTTER</p>    |  | <p>APPROVED BY: CR</p>                                                                                                                         |  | <p>DATE: 01/23/24</p>                                                 |  | <p>35</p>                                                             |  |
| <p>CONSTRUCT 40 L.F. 6" CURB HEAD</p>                                                                                                                       |  | <p>CONSTRUCT 33 L.F. 6" CURB HEAD</p>      |  | <p>CONCRETE IMPROVEMENTS - CHEYENNE AVE (19TH TO 29TH)</p>                                                                                     |  | <p>CHEYENNE AVE &amp; W 29TH ST</p>                                   |  | <p>SW &amp; SE CORNERS</p>                                            |  |
| <p>CONSTRUCT 55 L.F. CURB &amp; GUTTER</p>                                                                                                                  |  | <p>CONSTRUCT 57 L.F. CURB &amp; GUTTER</p> |  | <p>CONCRETE IMPROVEMENTS - CHEYENNE AVE (19TH TO 29TH)</p>                                                                                     |  | <p>CHEYENNE AVE &amp; W 29TH ST</p>                                   |  | <p>SW &amp; SE CORNERS</p>                                            |  |
| <p>CONSTRUCT 177 S.F. 4" CONCRETE</p>                                                                                                                       |  | <p>CONSTRUCT 109 S.F. 6" CONCRETE</p>      |  | <p>CONCRETE IMPROVEMENTS - CHEYENNE AVE (19TH TO 29TH)</p>                                                                                     |  | <p>CHEYENNE AVE &amp; W 29TH ST</p>                                   |  | <p>SW &amp; SE CORNERS</p>                                            |  |
| <p>CONSTRUCT 119 S.F. 6" CONCRETE</p>                                                                                                                       |  | <p>CONSTRUCT 125 S.F. ASPHALT ROADWAY</p>  |  | <p>CONCRETE IMPROVEMENTS - CHEYENNE AVE (19TH TO 29TH)</p>                                                                                     |  | <p>CHEYENNE AVE &amp; W 29TH ST</p>                                   |  | <p>SW &amp; SE CORNERS</p>                                            |  |
| <p>CONSTRUCT 119 S.F. ASPHALT ROADWAY</p>                                                                                                                   |  | <p>RELOCATE 1 EA. SIGN</p>                 |  | <p>CONCRETE IMPROVEMENTS - CHEYENNE AVE (19TH TO 29TH)</p>                                                                                     |  | <p>CHEYENNE AVE &amp; W 29TH ST</p>                                   |  | <p>SW &amp; SE CORNERS</p>                                            |  |
| <p>INSTALL 4 EA. 24"x30" TACTILE BAND</p>                                                                                                                   |  | <p>INSTALL 4 EA. 24"x30" TACTILE BAND</p>  |  | <p>CONCRETE IMPROVEMENTS - CHEYENNE AVE (19TH TO 29TH)</p>                                                                                     |  | <p>CHEYENNE AVE &amp; W 29TH ST</p>                                   |  | <p>SW &amp; SE CORNERS</p>                                            |  |

**ADDITIONAL INFORMATION**

Affirmative Action Plan

Insurance Certificate(s)

Certificate of Good Standing

Regional Building License Information

System for Award Management (SAM) Information

## **A 5 CONSTRUCTION 'S AFFIRMATIVE ACTION PLAN**

A 5 Construction

### **AFFIRMATIVE ACTION PLAN**

A 5 Construction does not discriminate against any employee/applicant or employment opportunity based on race, color, religion, sex, national origin, creed or age.

A 5 Construction will take any necessary compliance measures within affirmative action regulations to ensure applicants are employed and that employees are treated fairly without regard to their race, color, religion, sex, national origin, creed or age. Such action shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment of 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.

Sincerely,

Greg Archambault

President

18 October 2023



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/22/2024

**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).**

| <b>PRODUCER</b><br>CoWest Insurance Services, LLC<br>PO Box 910<br><br>Castle Rock CO 80104 | <b>CONTACT NAME:</b> CoWest C.S.<br><b>PHONE (A/C, No, Ext):</b> (719) 473-3390 <b>FAX (A/C, No):</b><br><b>E-MAIL ADDRESS:</b> kurtis@cowestcs.com<br><table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td><b>INSURER A:</b> Union Insurance Company</td> <td>25844</td> </tr> <tr> <td><b>INSURER B:</b> Fireman's</td> <td>21784</td> </tr> <tr> <td><b>INSURER C:</b> Pinnacol Assurance</td> <td>41190</td> </tr> <tr> <td><b>INSURER D:</b></td> <td></td> </tr> <tr> <td><b>INSURER E:</b></td> <td></td> </tr> <tr> <td><b>INSURER F:</b></td> <td></td> </tr> </table> | INSURER(S) AFFORDING COVERAGE | NAIC # | <b>INSURER A:</b> Union Insurance Company | 25844 | <b>INSURER B:</b> Fireman's | 21784 | <b>INSURER C:</b> Pinnacol Assurance | 41190 | <b>INSURER D:</b> |  | <b>INSURER E:</b> |  | <b>INSURER F:</b> |  |
|---------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|--------|-------------------------------------------|-------|-----------------------------|-------|--------------------------------------|-------|-------------------|--|-------------------|--|-------------------|--|
| INSURER(S) AFFORDING COVERAGE                                                               | NAIC #                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                               |        |                                           |       |                             |       |                                      |       |                   |  |                   |  |                   |  |
| <b>INSURER A:</b> Union Insurance Company                                                   | 25844                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                               |        |                                           |       |                             |       |                                      |       |                   |  |                   |  |                   |  |
| <b>INSURER B:</b> Fireman's                                                                 | 21784                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                               |        |                                           |       |                             |       |                                      |       |                   |  |                   |  |                   |  |
| <b>INSURER C:</b> Pinnacol Assurance                                                        | 41190                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                               |        |                                           |       |                             |       |                                      |       |                   |  |                   |  |                   |  |
| <b>INSURER D:</b>                                                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                               |        |                                           |       |                             |       |                                      |       |                   |  |                   |  |                   |  |
| <b>INSURER E:</b>                                                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                               |        |                                           |       |                             |       |                                      |       |                   |  |                   |  |                   |  |
| <b>INSURER F:</b>                                                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                               |        |                                           |       |                             |       |                                      |       |                   |  |                   |  |                   |  |
| <b>INSURED</b><br><br>A5 Construction LLC<br>PO BOX 7267<br><br>Pueblo West CO 81007        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                               |        |                                           |       |                             |       |                                      |       |                   |  |                   |  |                   |  |

**COVERAGES****CERTIFICATE NUMBER:** MC eff 11/1/23-2024**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        | <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b>                                                          | Y         |          | CPA3263956-22 | 06/05/2023              | 06/05/2024              | EACH OCCURRENCE \$ 1,000,000                                                    |              |
|          | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR                                                   |           |          |               |                         |                         | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000                            |              |
|          |                                                                                                                                  |           |          |               |                         |                         | MED EXP (Any one person) \$ 10,000                                              |              |
|          |                                                                                                                                  |           |          |               |                         |                         | PERSONAL & ADV INJURY \$ 1,000,000                                              |              |
|          | GEN'L AGGREGATE LIMIT APPLIES PER:                                                                                               |           |          |               |                         |                         | GENERAL AGGREGATE \$ 2,000,000                                                  |              |
|          | <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC                        |           |          |               |                         |                         | PRODUCTS - COMP/OP AGG \$ 2,000,000                                             |              |
|          | OTHER:                                                                                                                           |           |          |               |                         |                         | \$                                                                              |              |
| B        | <b>AUTOMOBILE LIABILITY</b>                                                                                                      |           |          | CPA3263956-22 | 06/05/2023              | 06/05/2024              | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000                                |              |
|          | <input checked="" type="checkbox"/> ANY AUTO                                                                                     |           |          |               |                         |                         | BODILY INJURY (Per person) \$                                                   |              |
|          | <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY |           |          |               |                         |                         | BODILY INJURY (Per accident) \$                                                 |              |
|          | <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY                                                    |           |          |               |                         |                         | PROPERTY DAMAGE (Per accident) \$                                               |              |
|          |                                                                                                                                  |           |          |               |                         |                         | \$                                                                              |              |
|          | <b>UMBRELLA LIAB</b>                                                                                                             |           |          |               |                         |                         | EACH OCCURRENCE \$                                                              |              |
|          | <b>EXCESS LIAB</b>                                                                                                               |           |          |               |                         |                         | CLAIMS-MADE                                                                     | AGGREGATE \$ |
|          | DED RETENTION \$                                                                                                                 |           |          |               |                         |                         | \$                                                                              |              |
| C        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>                                                                             | N/A       | Y        | 2503795       | 11/01/2023              | 11/01/2024              | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER |              |
|          | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)                                                      |           |          |               |                         |                         | E.L. EACH ACCIDENT \$ 100,000                                                   |              |
|          | If yes, describe under DESCRIPTION OF OPERATIONS below                                                                           |           |          |               |                         |                         | E.L. DISEASE - EA EMPLOYEE \$ 100,000                                           |              |
|          |                                                                                                                                  |           |          |               |                         |                         | E.L. DISEASE - POLICY LIMIT \$ 500,000                                          |              |
| A        | Inland Marine - Installation Floater                                                                                             |           |          | CPA3263956-22 | 06/05/2023              | 06/05/2024              | Installation Floater \$50,000                                                   |              |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

Project 24-003 Concrete Improvements - Cheyenne Avenue (19th to 29th)

The City of Pueblo, its agents, officers, and employees are desingated as additional insured as attached endorsement forms.

**CERTIFICATE HOLDER****CANCELLATION**

|                                                                                   |                                                                                                                                                                                                                      |
|-----------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| City of Pueblo, a Municial Corporation<br>230 S Mehanic St<br><br>Pueblo CO 81003 | <p><b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b></p> <p><b>AUTHORIZED REPRESENTATIVE</b></p> |
|-----------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

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**COMMERCIAL GENERAL LIABILITY**  
**CL CG 04 92 10 18**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## GENERAL LIABILITY ULTRA PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SUMMARY OF COVERAGE EXTENSIONS

| Provision | Name Of Coverage Extension                                                                                                                | Included or Limit of Insurance |
|-----------|-------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------|
| <b>A.</b> | Miscellaneous Additional Insureds                                                                                                         | Included                       |
| <b>B.</b> | Expected Or Intended Injury Or Damage                                                                                                     | Included                       |
| <b>C.</b> | Knowledge Of Occurrence                                                                                                                   | Included                       |
| <b>D.</b> | Legal Liability – Damage To Premises Rented To You (Fire, Lightning, Explosion, Smoke, Or Leakage From Automatic Fire Protective Systems) | \$300,000                      |
| <b>E.</b> | Medical Payments                                                                                                                          | See Declarations               |
| <b>F.</b> | Mobile Equipment Redefined                                                                                                                | Included                       |
| <b>G.</b> | Newly Formed Or Acquired Organization, Partnership Or Limited Liability Company And Extended Period Of Coverage                           | Included                       |
| <b>H.</b> | Who Is An Insured – Amendment                                                                                                             | Included                       |
| <b>I.</b> | Non-Owned Watercraft (Increased to maximum length of less than 51 feet)                                                                   | Included                       |
| <b>J.</b> | Supplementary Payments – Increased Limits                                                                                                 |                                |
|           | <b>1.</b> Bail Bonds                                                                                                                      | \$ 3,000                       |
|           | <b>2.</b> Loss Of Earnings                                                                                                                | \$ 1,000                       |
| <b>K.</b> | Unintentional Omission Or Unintentional Error In Disclosure                                                                               | Included                       |
| <b>L.</b> | Waiver Of Transfer Of Rights Of Recovery Against Others                                                                                   | Included                       |
| <b>M.</b> | Liberalization Clause                                                                                                                     | Included                       |
| <b>N.</b> | Incidental Medical Malpractice                                                                                                            | Included                       |

The above is a summary only. Please consult the specific provisions that follow for complete information on the extensions provided.

The provisions of the Commercial General Liability Coverage Part apply except as otherwise provided in this endorsement. This endorsement applies only if such Coverage Part is included in this policy.

#### **A. MISCELLANEOUS ADDITIONAL INSURED**

- 1. Section II – Who Is An Insured** is amended to include as an insured any person or organization (referred to as an additional insured below) described in Paragraphs **A.1.c.(1)** through **A.1.c.(9)** below when you and such person or organization have agreed

in writing in a contract or agreement that such person or organization be added as an additional insured on your policy, provided that:

- a.** The written contract or written agreement is:
  - (1)** Currently in effect or becoming effective during the term of this policy; and
  - (2)** Fully executed by you and the additional insured prior to the "bodily

injury", "property damage" or "personal and advertising injury".

- b. The insurance afforded by this provision does not apply to any person or organization included as an additional insured by a separate endorsement issued by us and made a part of this policy or coverage part.
- c. Only the following persons or organizations are additional insureds under this provision, with coverage for such additional insureds limited as provided herein:

**(1) Persons or Organizations For Whom Operations Are Performed**

- (a) Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured to your policy; and
- (b) Any other person or organization you are required to add as an additional insured under the contract or agreement described in paragraph (a) above.
- (c) Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
  - (i) Your acts or omissions; or
  - (ii) The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

- (d) With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- (i) "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:

**(1.1)** The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

**(1.2)** Supervisory, inspection, architectural or engineering activities.

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 "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

**(ii)** "Bodily injury" or "property damage" occurring after:

**(1.1)** All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

**(1.2)** That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

**(2) Managers Or Lessors Of Premises**

A manager or lessor of premises but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to



you and subject to the following additional exclusions:

This insurance does not apply to:

- (a) Any "occurrence" which takes place after you cease to be a tenant in that premises.
- (b) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

### **(3) Mortgagee, Assignee Or Receiver**

A mortgagee, assignee, or receiver but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of a covered premises by you.

This insurance does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

### **(4) Owners Or Other Interests From Whom Land Has Been Leased**

An owner or other interest from whom land has been leased to you but only with respect to liability arising out of the ownership, maintenance or use of that part of the land leased to you and subject to the following additional exclusions:

This insurance does not apply to:

- (a) Any "occurrence" which takes place after you cease to lease that land.
- (b) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

### **(5) Lessor Of Leased Equipment**

Any person(s) or organization(s) from whom you lease equipment but only with respect to 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(s) or organization(s).

A person's or organization's status as an additional insured under this endorsement ends when their written

contract or written agreement with you for such leased equipment ends.

This insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

### **(6) State, Municipality, Governmental Agency Or Subdivision Or Other Political Subdivision – Permits Or Authorizations Relating To Premises**

Any state, municipality, governmental agency or subdivision or other political subdivision subject to the following additional provisions:

- (a) This insurance applies only with respect to:

- (i) The following hazards for which the state, municipality, governmental agency or subdivision or other political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:

- (1.1) The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures; or

- (1.2) The construction, erection or removal of elevators; or

- (1.3) The ownership, maintenance or use of any elevators covered by this insurance.

- (ii) Operations performed by you or on your behalf for which the state, municipality, governmental agency or subdivision or other political subdivision has issued a permit or authorization.

- (b) This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state, municipality, governmental agency or subdivision or other political subdivision.

### **(7) Controlling Interest**

Any person(s) or organization(s) with a controlling interest in the Named Insured but only with respect to their liability arising out of:

- (a) Their financial control of you; or
- (b) Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction or demolition operations performed by or for such person(s) or organization(s).

### **(8) Co-Owner Of Insured Premises**

A co-owner of a premises co-owned by you and covered under this insurance but only with respect to the co-owner's liability as co-owner of such premises.

### **(9) Vendors**

- (a) Any person(s) or organization(s) (referred to 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.

The insurance afforded the vendor does not apply to:

- (i) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a written contract or written agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the written contract or written agreement;
- (ii) Any express warranty unauthorized by you;

- (iii) Any physical or chemical change in the product made intentionally by the vendor;

- (iv) 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;

- (v) 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;

- (vi) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

- (vii) 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

- (viii) "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:

- (1.1) The exceptions contained in Sub-paragraphs (iv) or (vi); or

- (1.2) 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.

- (b) This insurance does not apply to any insured person or organization, from whom you have acquired products, or any ingredient, part or container, entering into, accompanying or containing such products.

2. With respect to coverage provided by this Provision **A. Miscellaneous Additional Insureds**, the following additional provisions apply:

- a. Any insurance provided to an additional insured designated under Paragraphs **A.1.c.(1)** through **A.1.c.(8)** above does not apply:

(1) To "bodily injury" or "property damage" included within the "products-completed operations hazard"; or

(2) To "bodily injury", "property damage" or "personal and advertising injury" arising out of the sole negligence of such additional insured.

- b. The insurance afforded to such additional insured only applies to the extent permitted by law.

- c. The insurance afforded to such additional insured will not be broader than that which you are required to provide by the written contract or written agreement.

3. With respect to the insurance afforded to the additional insureds within this Provision **A. Miscellaneous Additional Insureds**, the following is added to **Section III – Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the written contract or written agreement; or
- b. Available under the applicable Limits Of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits Of Insurance shown in the Declarations.

## **B. EXPECTED OR INTENDED INJURY OR DAMAGE**

Exclusion **2.a. Expected Or Intended Injury of Section I – Coverage A – Bodily Injury And Property Damage Liability** is deleted and replaced by the following:

### **a. Expected Or Intended Injury Or Damage**

"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.

## **C. KNOWLEDGE OF OCCURRENCE**

Paragraph **2.a. Duties In The Event Of Occurrence, Offense, Claim Or Suit of Section IV – Commercial General Liability Conditions** is deleted and replaced by the following:

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim only when the "occurrence" or offense is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) A manager, if you are a limited liability company; or
- (4) An "executive officer" or the "employee" designated by you to give such notice, if you are an organization other than a partnership or a limited liability company.

To the extent possible, notice should include:

- (i) How, when and where the "occurrence" or offense took place;
- (ii) The names and addresses of any injured persons and witnesses; and
- (iii) The nature and location of any injury or damage arising out of the "occurrence" or offense.

## **D. LEGAL LIABILITY – DAMAGE TO PREMISES RENTED TO YOU (Fire, Lightning, Explosion, Smoke, Or Leakage From Automatic Fire Protective Systems)**

If damage to premises rented to you is not otherwise excluded from this policy or coverage part, then the following provisions apply:

1. Under **Section I – Coverage A – Bodily Injury And Property Damage Liability**, the last paragraph (after the exclusions) is deleted and replaced by the following:

Exclusions **c.** through **n.** do not apply to damage by fire, lightning, explosion, "smoke", or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with the permission of the owner. A separate limit of insurance applies to this coverage as described in **Section III – Limits Of Insurance.**

2. The paragraph immediately after Subparagraph **j.(6)** of Paragraph **2. Exclusions** of **Section I – Coverage A – Bodily Injury And Property Damage Liability** is deleted and replaced by the following:

Paragraphs **(1), (3)** and **(4)** of this exclusion do not apply to "property damage" (other than damage by fire, lightning, explosion, "smoke", or leakage from automatic fire protective systems) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in **Section III – Limits Of Insurance.**

3. Paragraph **6.** of **Section III – Limits Of Insurance** is deleted and replaced by the following:

6. Subject to Paragraph **5.** above, the greater of:

- a. \$300,000; or

- b. The Damage To Premises Rented To You Limit shown in the Declarations,

is the most we will pay under **Coverage A** for damages because of "property damage" to premises while rented to you, or in the case of damage by fire, lightning, explosion, "smoke", or leakage from automatic fire protective systems, while rented to you or temporarily occupied by you with permission of the owner.

This limit will apply to all damage proximately caused by the same event, whether such damage results from fire, lightning, explosion, "smoke", leakage from automatic fire protective systems, or other covered causes of loss or any combination thereof.

4. Subparagraph **b.(1)(a)(ii)** of Paragraph **4. Other Insurance** of **Section IV – Commercial General Liability Conditions** is deleted and replaced by the following:

- (ii) That is fire, lightning, explosion, "smoke" or leakage from automatic fire protective systems insurance for premises rented to

you or temporarily occupied by you with permission of the owner;

5. Subparagraph **a.** of Definition **9.** "Insured contract" of **Section V – Definitions** is deleted and replaced by the following:

- 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, explosion, "smoke" or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract".

6. As used in this Provision **D. Legal Liability – Damage To Premises Rented To You:**

"Smoke" does not include smoke from agricultural smudging, industrial operations or "hostile fire".

## **E. MEDICAL PAYMENTS**

The Medical Expense Limit is changed, subject to the terms of **Section III – Limits Of Insurance**, to the Medical Expense Limit shown in the Declarations.

## **F. MOBILE EQUIPMENT REDEFINED**

Subparagraph **f.(1)** of Definition **12.** "Mobile equipment" of **Section V – Definitions** is deleted and replaced by the following:

- (1) Equipment with a gross vehicle weight of 1,000 pounds or more and designed primarily for:

- (a) Snow removal;

- (b) Road maintenance, but not construction or resurfacing; or

- (c) Street cleaning;

## **G. NEWLY FORMED OR ACQUIRED ORGANIZATION, PARTNERSHIP OR LIMITED LIABILITY COMPANY AND EXTENDED PERIOD OF COVERAGE**

Paragraph **3.** of **Section II – Who Is An Insured** is deleted and replaced by the following:

3. Any organization you newly acquire or form, other than a joint venture, and over which you maintain ownership or:

- a. Majority interest of more than 50% if you are a corporation;

- b. Majority interest of more than 50% as a general partner of a newly acquired or formed partnership; and/or

- c. Majority interest of more than 50% as an owner of a newly acquired or formed limited liability company;

will qualify as a Named Insured if there is no other similar insurance available to that organization. However, for these organizations:

- (i) Coverage under this provision is afforded only until the next anniversary date of this policy's effective date after you acquire or form the organization, partnership or limited liability company, or the end of the policy period, whichever is earlier;
- (ii) **Section I – Coverage A – Bodily Injury And Property Damage Liability** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization, partnership or limited liability company;
- (iii) **Section I – Coverage B – Personal And Advertising Injury Liability** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization, partnership or limited liability company;
- (iv) Coverage applies only when operations of the newly acquired organization, partnership or limited liability company are the same or similar to the operations of insureds already covered under this insurance;
- (v) Coverage only applies for those limited liability companies who have established a date of formation as recorded within the filed state articles of organization, certificates of formation or certificates of organization; and
- (vi) Coverage only applies for those partnerships who have established a date of formation as recorded within a written partnership agreement or partnership certificate.

#### H. WHO IS AN INSURED – AMENDMENT

The last paragraph of **Section II – Who Is An Insured** is deleted and replaced by the following:

No person or organization is an insured with respect to the conduct of any:

- a. Current partnership or limited liability company, unless otherwise provided for under Paragraph 3. of **Section II – Who Is An Insured**;
- b. Current joint venture; or

- c. Past partnership, joint venture or limited liability company;

that is not shown as a Named Insured in the Declarations.

#### I. NON-OWNED WATERCRAFT

Subparagraph (2) of **Exclusion 2.g. Aircraft, Auto Or Watercraft** of **Section I – Coverage A – Bodily Injury And Property Damage Liability** is deleted and replaced by the following:

- (2) A watercraft you do not own that is:

- (a) Less than 51 feet long; and
- (b) Not being used to carry persons or property for a charge.

#### J. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

**Section I – Supplementary Payments – Coverages A And B** is changed as follows:

1. The limit shown in Paragraph 1.b. for the cost of bail bonds is changed from \$250 to \$3,000; and
2. The limit shown in Paragraph 1.d. for loss of earnings because of time off from work is changed from \$250 a day to \$1,000 a day.

#### K. UNINTENTIONAL OMISSION OR UNINTENTIONAL ERROR IN DISCLOSURE

The following provision is added to Paragraph 6. **Representations** of **Section IV – Commercial General Liability Conditions**:

However, the unintentional omission of, or unintentional error in, any information given or provided by you shall not prejudice your rights under this insurance.

This provision does not affect our right to collect additional premium or to exercise our right of cancellation or non-renewal.

#### L. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Commercial General Liability Conditions**:

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" and included in the "products-completed operations hazard" when you have agreed in a written contract or written agreement that any right of recovery is waived for such person or organization. This waiver applies only to the

person(s) or organization(s) agreed to in the written contract or written agreement and is subject to those provisions.

This waiver does not apply unless the written contract or written agreement has been executed prior to the "bodily injury" or "property damage".

However, if any person or organization is separately scheduled on a separate waiver of transfer of rights of recovery which is attached to this policy, then this waiver does not apply.

#### **M. LIBERALIZATION CLAUSE**

The following is added to **Section IV – Commercial General Liability Conditions**:

If we adopt a mandatory attachment form change which broadens coverage under this edition of the Commercial General Liability CG0001 for no additional charge, and those changes are intended to apply to all insureds under this edition of CG0001, that change will automatically apply to your insurance as of the date we implement the change in your state. This liberalization clause does not apply to changes implemented through introduction of a subsequent edition of the Commercial General Liability form CG0001.

#### **N. INCIDENTAL MEDICAL MALPRACTICE**

1. Paragraph **2.a.(1)(d)** of **Section II – Who Is An Insured** does not apply to a physician, nurse practitioner, physician assistant, nurse, emergency medical technician or paramedic employed by you if you are not in the business or occupation of providing medical, paramedical, surgical, dental, x-ray or nursing services.
2. This provision is excess over any other valid and collectible insurance whether such insurance is primary, excess, contingent or on any other basis. Any payments by us will follow Paragraph **4.b.** of **Section IV – Commercial General Liability Conditions**.





7501 E. Lowry Blvd.  
Denver, CO 80230-7006  
303.361.4000 / 800.873.7242  
[Pinnacol.com](http://Pinnacol.com)

NCCI #: WC000313B  
Policy #: 2503795

A 5 Construction LLC  
PO Box 7267  
Pueblo West, CO 81007

COWest/Colorado Springs  
P O Box 910  
Castle Rock, CO 80104  
(719) 473-3390

**ENDORSEMENT: Blanket Waiver of Subrogation**

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 applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

**SCHEDULE**

To any person or organization when agreed to under a written contract or agreement, as defined above and with the insured, which is in effect and executed prior to any loss.

Effective Date: November 2, 2023                      Expires on: November 1, 2024  
Pinnacol Assurance has issued this endorsement November 1, 2023

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,

A 5 Construction LLC

is a

Limited Liability Company

formed or registered on 04/06/2018 under the law of Colorado, 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 20181294474 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 02/29/2024 that have been posted, and by documents delivered to this office electronically through 03/05/2024 @ 09:28:55 .

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 03/05/2024 @ 09:28:55 in accordance with applicable law. This certificate is assigned Confirmation Number 15812629 .

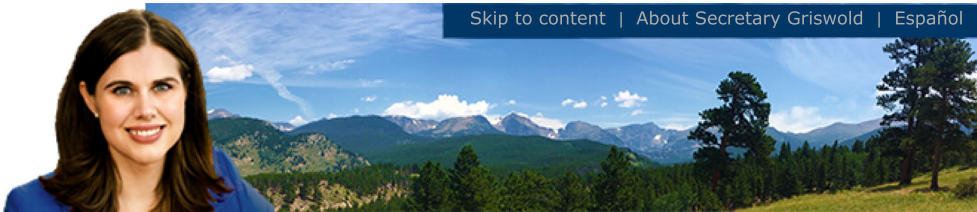


*Jena Griswold*

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."*



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Business Home  
Business Information  
Business Search

FAQs, Glossary and Information

Summary

| Details                          |                                         |                |                           |
|----------------------------------|-----------------------------------------|----------------|---------------------------|
| Name                             | A 5 Construction LLC                    |                |                           |
| Status                           | Good Standing                           | Formation date | 04/06/2018                |
| ID number                        | 20181294474                             | Form           | Limited Liability Company |
| Periodic report month            | September                               | Jurisdiction   | Colorado                  |
| Principal office street address  | 406 S Saguache Dr, Pueblo, CO 81007, US |                |                           |
| Principal office mailing address | PO Box 7267, Pueblo, CO 81007, US       |                |                           |

| Registered Agent |                                         |
|------------------|-----------------------------------------|
| Name             | Gregory Lee Archambault                 |
| Street address   | 406 S Saguache Dr, Pueblo, CO 81007, US |
| Mailing address  | PO Box 7267, Pueblo, CO 81007, US       |

- [Filing history and documents](#)
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Back

New codes have been adopted as of 06/29/2023. Please click here to view current codes.

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- Routing ▼
- Contractors ▼
- Plan Review ▼
- Addressing
- Resources & Links ▼
- Contact

Select Language ▼

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Contractor Details

|                     |                                    |
|---------------------|------------------------------------|
| PRBD License ID     | 0015617                            |
| Company Name        | A5 CONSTRUCTION LLC                |
| Doing Business As   |                                    |
| Examinee            | GREG ARCHAMBAULT                   |
| Address             | P.O. BOX 7267<br>PUEBLO , CO 81007 |
| Phone               | 719-924-0224                       |
| Licenses            | D06 - Concrete                     |
| Liability Ins.      | 06/05/2024                         |
| Workman's Comp Ins. | 11/01/2023                         |
| Expiration Date     | 12/31/2024                         |

[New Search](#)

**Office Hours:** Monday-Friday 7:30 AM to 4:30 PM  
**Closed Holidays:** Thanksgiving + Friday after, 12/22 for Christmas Eve, Christmas Day, New Years Day, Memorial Day, July 4th, Labor Day



# A 5 CONSTRUCTION LLC

**REVIEWED**

By Christina Garcia at 9:32 am, Mar 05, 2024

|                                                                                                |                                                                                              |                                              |
|------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------|----------------------------------------------|
| Unique Entity ID<br><b>Y5VWTJHHG3V6</b>                                                        | CAGE / NCAGE<br><b>9RBW7</b>                                                                 | Purpose of Registration<br><b>All Awards</b> |
| Registration Status<br><b>Active Registration</b>                                              | Expiration Date<br><b>Nov 28, 2024</b>                                                       |                                              |
| Physical Address<br><b>406 S Saguache DR<br/>Pueblo, Colorado 81007-3107<br/>United States</b> | Mailing Address<br><b>PO Box 7267<br/>Pueblo West, Colorado 81007-3107<br/>United States</b> |                                              |

## Business Information

|                                              |                                                                     |                                   |
|----------------------------------------------|---------------------------------------------------------------------|-----------------------------------|
| Doing Business as<br><b>(blank)</b>          | Division Name<br><b>(blank)</b>                                     | Division Number<br><b>(blank)</b> |
| Congressional District<br><b>Colorado 03</b> | State / Country of Incorporation<br><b>Colorado / United States</b> | URL<br><b>(blank)</b>             |

## Registration Dates

|                                       |                                        |                                                  |
|---------------------------------------|----------------------------------------|--------------------------------------------------|
| Activation Date<br><b>Dec 6, 2023</b> | Submission Date<br><b>Nov 29, 2023</b> | Initial Registration Date<br><b>Sep 19, 2023</b> |
|---------------------------------------|----------------------------------------|--------------------------------------------------|

## Entity Dates

|                                          |                                             |
|------------------------------------------|---------------------------------------------|
| Entity Start Date<br><b>Apr 15, 2018</b> | Fiscal Year End Close Date<br><b>Dec 31</b> |
|------------------------------------------|---------------------------------------------|

## Immediate Owner

|                        |                                       |
|------------------------|---------------------------------------|
| CAGE<br><b>(blank)</b> | Legal Business Name<br><b>(blank)</b> |
|------------------------|---------------------------------------|

## Highest Level Owner

|                        |                                       |
|------------------------|---------------------------------------|
| CAGE<br><b>(blank)</b> | Legal Business Name<br><b>(blank)</b> |
|------------------------|---------------------------------------|

## 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<br><b>Corporate Entity (Not Tax Exempt)</b> | Entity Type<br><b>Business or Organization</b> | Organization Factors<br><b>Subchapter S Corporation</b> |
| Profit Structure<br><b>For Profit Organization</b>           |                                                |                                                         |

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 | Debt Subject To Offset |
| No                           | No                     |
| EFT Indicator                | CAGE Code              |
| 0000                         | 9RBW7                  |

Points of Contact

Electronic Business

|                                                                                                |                                                             |
|------------------------------------------------------------------------------------------------|-------------------------------------------------------------|
|  Mike Winters | PO Box 7267<br>Pueblo West, Colorado 81007<br>United States |
|------------------------------------------------------------------------------------------------|-------------------------------------------------------------|

Government Business

|                                                                                                  |                                                             |
|--------------------------------------------------------------------------------------------------|-------------------------------------------------------------|
|  Mike S Winters | PO Box 7267<br>Pueblo West, Colorado 81007<br>United States |
|--------------------------------------------------------------------------------------------------|-------------------------------------------------------------|

Service Classifications

NAICS Codes

| Primary | NAICS Codes | NAICS Title                                                    |
|---------|-------------|----------------------------------------------------------------|
| Yes     | 237310      | Highway, Street, And Bridge Construction                       |
|         | 237990      | Other Heavy And Civil Engineering Construction                 |
|         | 238190      | Other Foundation, Structure, And Building Exterior Contractors |
|         | 238910      | Site Preparation Contractors                                   |

Disaster Response

Yes, this entity appears in the disaster response registry.

Yes, this entity require bonding to bid on contracts.

|                        |              |
|------------------------|--------------|
| Bonding Levels         | Dollars      |
| Construction Aggregate | \$600,000.00 |

|            |          |                                |
|------------|----------|--------------------------------|
| States     | Counties | Metropolitan Statistical Areas |
| Colorado   | (blank)  | (blank)                        |
| Kansas     |          |                                |
| New Mexico |          |                                |



**Certificate Of Completion**

Envelope Id: 95EDE93DF74F45BEA93C6BD025BED965

Status: Completed

Subject: Complete with DocuSign: 24-003 Contract Documents A5 Construction-Concrete Improvements-Cheyenn...

Source Envelope:

Document Pages: 140

Signatures: 5

Envelope Originator:

Certificate Pages: 5

Initials: 0

Purchasing

AutoNav: Enabled

230 S Mechanic

Envelope Stamping: Enabled

Pueblo, CO 81003

Time Zone: (UTC-07:00) Mountain Time (US &amp; Canada)

purchasing@pueblo.us

IP Address: 208.82.107.130

**Record Tracking**

Status: Original

Holder: Purchasing

Location: DocuSign

3/22/2024 2:54:02 PM

purchasing@pueblo.us

**Signer Events****Signature****Timestamp**

Naomi Hedden

nchedden@pueblo.us

Director of Purchasing

City of Pueblo

Security Level: Email, Account Authentication  
(None)

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Sent: 3/22/2024 3:02:51 PM

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Signature Adoption: Uploaded Signature Image

Using IP Address: 208.82.107.130

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Marisa Stoller

mstoller@pueblo.us

City Clerk

City of Pueblo

Security Level: Email, Account Authentication  
(None)

DocuSigned by:



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Alexandria Romero

aromero@pueblo.us

Security Level: Email, Account Authentication  
(None)

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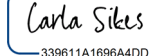
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Carla Sikes

csikes@pueblo.us

Security Level: Email, Account Authentication  
(None)

DocuSigned by:



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Sent: 3/25/2024 9:57:41 AM

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Signature Adoption: Pre-selected Style

Using IP Address: 208.82.107.130

**Electronic Record and Signature Disclosure:**

Accepted: 3/25/2024 12:23:20 PM

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| Signer Events                                                                                                                                                                                                                                                           | Signature                                                                                                                                                                                                                                      | Timestamp                                                                                     |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------|
| Deborah Rivera<br>drivera@pueblo.us<br>Purchasing Contract Coordinator<br>City of Pueblo<br>Security Level: Email, Account Authentication (None)<br><b>Electronic Record and Signature Disclosure:</b><br>Not Offered via DocuSign                                      | <b>Completed</b><br><br>Using IP Address: 208.82.107.130                                                                                                                                                                                       | Sent: 3/25/2024 12:23:43 PM<br>Viewed: 3/25/2024 12:52:08 PM<br>Signed: 3/25/2024 12:54:59 PM |
| Andrew Hayes<br>ahayes@pueblo.us<br>Director Public Works<br>City of Pueblo<br>Security Level: Email, Account Authentication (None)<br><b>Electronic Record and Signature Disclosure:</b><br>Accepted: 2/28/2022 1:36:31 PM<br>ID: 570dcef9-557c-416e-92be-9b71f3007907 | <div>DocuSigned by:<br/><br/>418AB0234B8D4D5...</div> Signature Adoption: Uploaded Signature Image<br>Using IP Address: 208.82.107.130<br>Signed using mobile | Sent: 3/25/2024 12:55:04 PM<br>Viewed: 3/25/2024 2:28:55 PM<br>Signed: 3/25/2024 2:29:13 PM   |
| In Person Signer Events                                                                                                                                                                                                                                                 | Signature                                                                                                                                                                                                                                      | Timestamp                                                                                     |
| Editor Delivery Events                                                                                                                                                                                                                                                  | Status                                                                                                                                                                                                                                         | Timestamp                                                                                     |
| Agent Delivery Events                                                                                                                                                                                                                                                   | Status                                                                                                                                                                                                                                         | Timestamp                                                                                     |
| Intermediary Delivery Events                                                                                                                                                                                                                                            | Status                                                                                                                                                                                                                                         | Timestamp                                                                                     |
| Certified Delivery Events                                                                                                                                                                                                                                               | Status                                                                                                                                                                                                                                         | Timestamp                                                                                     |
| Carbon Copy Events                                                                                                                                                                                                                                                      | Status                                                                                                                                                                                                                                         | Timestamp                                                                                     |
| Christina Garcia<br>christinagarcia@pueblo.us<br>City of Pueblo<br>Security Level: Email, Account Authentication (None)<br><b>Electronic Record and Signature Disclosure:</b><br>Not Offered via DocuSign                                                               | <div>COPIED</div>                                                                                                                                                                                                                              | Sent: 3/25/2024 2:29:18 PM                                                                    |
| Clyde Bishop<br>cbishop@pueblo.us<br>Security Level: Email, Account Authentication (None)<br><b>Electronic Record and Signature Disclosure:</b><br>Not Offered via DocuSign                                                                                             | <div>COPIED</div>                                                                                                                                                                                                                              | Sent: 3/25/2024 2:29:19 PM<br>Viewed: 3/25/2024 2:42:43 PM                                    |
| Witness Events                                                                                                                                                                                                                                                          | Signature                                                                                                                                                                                                                                      | Timestamp                                                                                     |
| Notary Events                                                                                                                                                                                                                                                           | Signature                                                                                                                                                                                                                                      | Timestamp                                                                                     |
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| Certified Delivered                                                                                                                                                                                                                                                     | Security Checked                                                                                                                                                                                                                               | 3/25/2024 2:28:55 PM                                                                          |
| Signing Complete                                                                                                                                                                                                                                                        | Security Checked                                                                                                                                                                                                                               | 3/25/2024 2:29:13 PM                                                                          |
| Completed                                                                                                                                                                                                                                                               | Security Checked                                                                                                                                                                                                                               | 3/25/2024 2:29:19 PM                                                                          |
| Payment Events                                                                                                                                                                                                                                                          | Status                                                                                                                                                                                                                                         | Timestamps                                                                                    |
| Electronic Record and Signature Disclosure                                                                                                                                                                                                                              |                                                                                                                                                                                                                                                |                                                                                               |



**Background Paper for Proposed  
Resolution**

**COUNCIL MEETING DATE:** August 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 APPROVING CONTRACT AMENDMENT NO. 1 IN THE AMOUNT OF \$36,309.50 TO BAHAM CONSTRUCTION, INC., FOR PROJECT NO. 23-122, FIRE STATION #5 – TRUCK BAY CONCRETE REPLACEMENT, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

**SUMMARY:**

This Resolution approves Contract Amendment No. 1 in the amount of \$36,309.50 to Baha Construction, Inc., for Project No. 23-122 Fire Station #5 – Truck Bay Concrete Replacement.

**PREVIOUS COUNCIL ACTION:**

Resolution 15371, dated September 11, 2023, awarded a Construction Contract, in the amount of \$87,650.00, to Baha Construction, Inc., and set forth \$17,530.00 for contingencies and additional work, for Project No. 23-122 Fire Station #5 – Truck Bay Concrete Replacement.

**BACKGROUND:**

The original project, awarded to Baha Construction, Inc., consisted of the replacement of the concrete flooring and subbase under the truck bays at Fire Station #5. Contract Amendment No. 1 reflects the following additional work:

- 1.) installation of two (2) new sandtraps to current building standards,
- 2.) removal and replacement of gym areas at the back of the fire station,
- 3.) installation of plumbing to bring sandtraps to code,
- 4.) installation of plumbing for drains for sink and washer,
- 5.) Demo wall to the trough and fill with concrete to make the concrete drain to the middle of the floor.

The cost of the additional work exceeds the threshold for administrative approval of a

change order and a contract amendment will be required to award and complete the additional work.

This Resolution approves an amendment to increase the contract award amount previously awarded to Baha Construction, Inc.

**FINANCIAL IMPLICATIONS:**

City Council previously awarded Resolution 15371 with a contingency amount of \$17,530.00, this Resolution approves an additional \$18,779.50 to be paid from Project Account CIAN20, City Building Repairs.

**BOARD/COMMISSION RECOMMENDATION:**

None.

**STAKEHOLDER PROCESS:**

None.

**ALTERNATIVES:**

Denial of this Resolution would cancel the additional work necessary to complete the project.

**RECOMMENDATION:**

Approval of the Resolution.

**ATTACHMENTS:**

1. 23-122 Fire Station #5 - Truck Bay Concrete Replacement
2. 23-122 Amendment No 1 - Baha Construction - Fire Station 5-Truck Bay Concrete Replacement

RESOLUTION NO. 15707

A RESOLUTION APPROVING CONTRACT AMENDMENT NO. 1 IN THE AMOUNT OF \$36,309.50 TO BAHAM CONSTRUCTION, INC., FOR PROJECT NO. 23-122, FIRE STATION #5 – TRUCK BAY CONCRETE REPLACEMENT, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

WHEREAS, a Construction Contract was awarded to Baha Construction, Inc., under Contract Number 23-122; and

WHEREAS, a construction amendment is requested for the purpose of additional work necessary to complete the project; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Contract Amendment No. 1 to the Construction Contract for Fire Station #5 – Truck Bay Concrete Replacement with Baha Construction, Inc., Project No. 23-122, in the amount of \$36,309.50, a copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved, and City Council authorizes the additional work contemplated by the Amendment.

SECTION 2.

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

SECTION 3.

Funds for Project 23-122 shall be from Project Account CIAN20, City Building Maintenance.

SECTION 4.

The officers and staff of the City of Pueblo are authorized to perform any and all acts consistent with this Resolution and the Amendment to implement the transactions described herein. Furthermore, all actions previously taken by officers and staff of the City consistent with the Amendment, including any payments authorized under the contract, are hereby ratified.

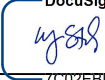
SECTION 5.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: August 12, 2024

BY: Regina Maestri  
MEMBER OF CITY COUNCIL

APPROVED: Mark Aliff  
PRESIDENT OF CITY COUNCIL

ATTESTED BY:   
CITY CLERK



**CONTRACT AGREEMENT**

THIS AGREEMENT made and entered into this 28th day of September, 2023, by and between the City of Pueblo, a Municipal Corporation, hereinafter referred to in the Contract Documents as the "City", and Baha Construction, Inc., a Colorado Corporation, hereinafter referred to in the Contract Documents as "Contractor".

WITNESSETH, in consideration of the sum to be paid by the City to the Contractor at the time and in the manner hereinafter provided, the said Contractor has agreed, and does hereby agree, to furnish all labor, tools, equipment and material and to pay for all such items, and to construct complete in every detail, To-Wit;

**Bid No: 23-122 (CIAN20)**  
**Bid Name: Fire Station #5 - Truck Bay Concrete Replacement**

At the prices bid, in accordance with the drawings and specifications, and all Contract Documents for this project which are on file and available for inspection in the office of the Director of Public Works of Pueblo, all to the satisfaction of the Director of Public Works for the City of Pueblo.

AND FOR SAID CONSIDERATION, IT IS FURTHER AGREED BY AND BETWEEN THE PARTIES TO THIS AGREEMENT AS FOLLOWS:

1. Construction and installation of the above enumerated work for the City shall be completed and ready for use in accordance with the time of completion described in the Proposal Form of this Contract. This time shall be extended only for those periods set forth in the Contract Documents and in accordance with the requirements of same.
2. The work and material for the project covered by the Contract Documents shall be completely installed and delivered to the City within the time above stated, clear and free from any and all liens, claims and demands of any kind.
3. The full compensation to be paid to the Contractor by the City, pursuant to the terms of this Contract, shall be payable as provided in the Contract Documents.
4. This Contract consists of the following components, parts, and documents, all of which taken together constitute and are referred to as the Contract Documents, and the same are incorporated as part of the Contract as if set out herein verbatim, whether the same have been attached hereto or not:

Contract (This Instrument)  
 Performance Bond  
 Payment Bond  
 Notice to Proceed  
 Notice of Award  
 Contractor's Proposal  
 Addendum No. 1  
 Invitation For Bids

5. The ***Standard Construction Specifications and Standard Details for City of Pueblo, Colorado***, adopted April 11, 2022, and as most recently amended, are hereby included by reference and all provisions thereof shall be applicable.
6. Title XII, Chapter 2, of the 1971 Code of Ordinances, City of Pueblo, adopted by Ordinance No. 3476, and amended by Ordinance No. 4476 and 5229, shall be considered a part of this contract.

(Contract Agreement – Page 2)

7. Title I, Chapter 8, of the 1971 Code of Ordinances, City of Pueblo, adopted by Ordinance No. 4479, shall be considered a part of the contract.
8. All the covenants and agreements set forth in the Contract Documents shall inure to the benefit of and be binding upon City and Contractor and their respective heirs, legal successors and assigns and shall be governed by the laws of the State of Colorado.
9. This Contract 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.

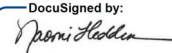
IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed the day and year first above written.

**BAHA CONSTRUCTION, INC.**

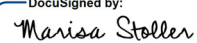
By  \_\_\_\_\_  
Anthony Olguin

Title \_\_\_\_\_ President

**PUEBLO, A MUNICIPAL CORPORATION**

DocuSigned by:  
By  \_\_\_\_\_  
663514DB28C0490  
Naomi Hedden, Director of Purchasing

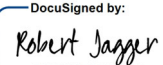
ATTEST:

DocuSigned by:  
 \_\_\_\_\_  
7C02EBDFEC3D43C  
Marisa Stoller, City Clerk

BALANCE OF APPROPRIATION EXISTS FOR  
THIS CONTRACT AND FUNDS ARE AVAILABLE:

DocuSigned by:  
 \_\_\_\_\_  
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Alexandria Romero, Director of Finance

APPROVED AS TO FORM:

DocuSigned by:  
 \_\_\_\_\_  
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Robert P. Jagger, City Attorney

Copy - Original on File at Purchasing Department

**PERFORMANCE BOND**Bond Number S039915

KNOW ALL MEN BY THESE PRESENTS:

That we Baha Construction, Inc., a Colorado Corporation, hereinafter called "Principal" and

Employers Mutual Casualty Company

Surety

of Des Moines, State of IOWA, hereinafter called the "Surety", are held and firmly bound unto the City of Pueblo, a Municipal Corporation, hereinafter called "City", in the penal sum of:

Eighty Seven Thousand Six Hundred Fifty Dollars and 00/100----- (\$87,650.00)

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the City, dated the 28th day of September, 2023, a copy of which is hereto attached and made a part hereof for the construction of:

**Bid No.: 23-122 (CIAN20)****Bid Name: Fire Station #5 - Truck Bay Concrete Replacement**

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions and agreements of said contract during the original term thereof (including all warranty periods), and any extensions thereof which may be granted by the City, with or without notice to the Surety, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the City from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the City all outlay and expense which the City may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder or to the specifications accompanying the same shall in any way effect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the specifications.

PROVIDED, FURTHER, that no final settlement between the City and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

(Signature Page Follows)

(Performance Bond – Page 2)

IN WITNESS WHEREOF, this instrument is executed on the 28th day of September, 2023.

ATTEST:

By

Principal Secretary



By

(Witness as to Principal)

1015 W 10th St Pueblo CO 81003

(Address)

ATTEST:

By

(Surety) Attorney-In-Fact

(SEAL)

By

(Witness as to Surety)

3630 Sinton Rd #200 Colorado Springs CO 80907

(Address)

**BAHA CONSTRUCTION, INC.**

By

Anthony Oguin

Title

President

1015 W 10th St Pueblo CO 81003

(Address)

Employers Mutual Casualty Company

Surety

By

Patricia C Broe

Attorney-In-Fact

3630 Sinton Rd #200 Colorado Springs CO 80907

(Address)

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is a Partnership, all partners shall execute the bond.



P.O. Box 712 • Des Moines, Iowa 50306-0712

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

### KNOW ALL MEN BY THESE PRESENTS, that:

1. Employers Mutual Casualty Company, an Iowa Corporation
2. EMCASCO Insurance Company, an Iowa Corporation
3. Union Insurance Company of Providence, an Iowa Corporation

4. Illinois EMCASCO Insurance Company, an Iowa Corporation
5. Dakota Fire Insurance Company, a North Dakota Corporation
6. EMC Property & Casualty Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint:

**PATRICIA C. BROE**

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute the following Surety Bond(s):

**Surety Bond**  
**Number** S039915  
**Principal:**  
BAHA Construction, Inc.

**Obligee:**  
City of Pueblo  
230 S Mechanic St  
Pueblo CO 81003

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed

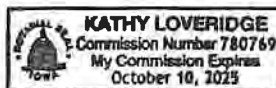
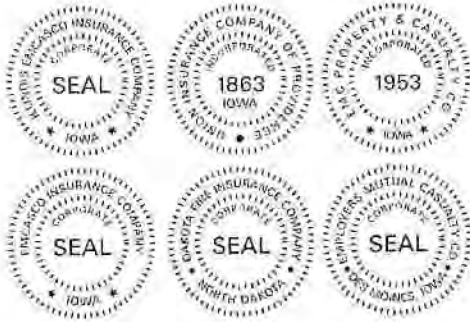
### AUTHORITY FOR POWER OF ATTORNEY

This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at the first regularly scheduled meeting of each company duly called and held in 1999:

**RESOLVED:** The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

**IN WITNESS THEREOF**, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 22nd day of September, 2022.

Seals



*Scott R. Jean*  
Scott R. Jean, President & CEO  
of Company 1; Chairman, President  
& CEO of Companies 2, 3, 4, 5 & 6

*Todd Strother*  
Todd Strother, Executive Vice President  
Chief Legal Officer & Secretary of  
Companies 1, 2, 3, 4, 5 & 6

On this 22nd day of September, 2022 before me a Notary Public in and for the State of Iowa, personally appeared Scott R. Jean and Todd Strother, who, being by me duly sworn, did say that they are, and are known to me to be the CEO, Chairman, President, Executive Vice President, Chief Legal Officer and/or Secretary, respectively, of each of the Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Scott R. Jean and Todd Strother, as such officers, acknowledged the execution of said instrument to be their voluntary act and deed, and the voluntary act and deed of each of the Companies.

My Commission Expires October 10, 2025.

*Kathy Loveridge*  
Notary Public in and for the State of Iowa

### CERTIFICATE

I, Ryan J. Springer, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on 22nd day of September, 2022, are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 28th day of September, 2023.

*Ryan J. Springer*

Vice President



Copy - Original on File at Purchasing Department

**PAYMENT BOND**Bond Number S039915

KNOW ALL MEN BY THESE PRESENTS:

That we Baha Construction, Inc., a Colorado Corporation, hereinafter called "Principal" and

Employers Mutual Casualty Company

Surety

of Des Moines, State of IOWA, hereinafter called the "Surety", are held and firmly bound unto the City of Pueblo, a Municipal Corporation, hereinafter called "City", in the penal sum of:

Eighty Seven Thousand Six Hundred Fifty Dollars and 00/100----- (\$87,650.00)

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the City, dated the 28th day of September, 2023, a copy of which is hereto attached and made a part hereof for the construction of:

**Bid No.: 23-122 (CIAN20)****Bid Name: Fire Station #5 - Truck Bay Concrete Replacement**

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, supplies, lubricants, oil, gasoline, rental machinery, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by subcontractors or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder or to the specifications accompanying the same shall in any way effect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

PROVIDED, FURTHER, that no final settlement between the City and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

(Signature Page Follows)



(Payment Bond – Page 2)

IN WITNESS WHEREOF, this instrument is executed on the 28th day of September, 2023.

ATTEST:

By [Signature]  
Principal Secretary



By [Signature]  
(Witness as to Principal)

1015 W 10th St Pueblo CO 81003  
(Address)

BAHA CONSTRUCTION, INC.

By [Signature]  
Anthony Olguin  
Title President

1015 W 10th St Pueblo CO 81003  
(Address)

Employers Mutual Casualty Company  
Surety

ATTEST:

By \_\_\_\_\_  
(Surety) Attorney-In-Fact

(SEAL)

By [Signature]  
Patricia C. Boel  
Attorney-In-Fact

3630 Sinton Rd #200 Colorado Springs CO 80807  
(Address)

By [Signature]  
Suzanne Storn  
(Witness as to Surety)

3630 Sinton Rd #200 Colorado Springs CO 80907  
(Address)

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is a Partnership, all partners shall execute the bond.



P.O. Box 712 • Des Moines, Iowa 50306-0712

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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2. EMCASCO Insurance Company, an Iowa Corporation
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5. Dakota Fire Insurance Company, a North Dakota Corporation
6. EMC Property & Casualty Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint:

**PATRICIA C. BROE**

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute the following Surety Bond(s):

**Surety Bond**      **Principal:**  
**Number**          BAHA Construction, Inc.  
  
 S039915

**Obligee:**  
 City of Pueblo  
 230 S Mechanic St  
 Pueblo CO 81003

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed

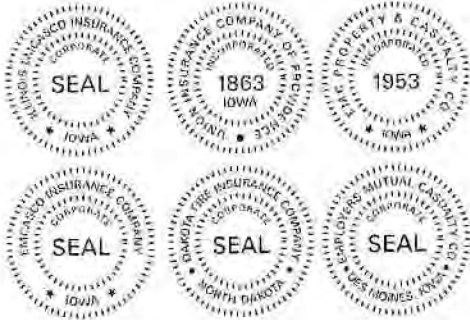
### AUTHORITY FOR POWER OF ATTORNEY

This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at the first regularly scheduled meeting of each company duly called and held in 1999:

**RESOLVED:** The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

**IN WITNESS THEREOF**, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 22nd day of September, 2022.

Seals



*Scott R. Jean*  
 Scott R. Jean, President & CEO  
 of Company 1; Chairman, President  
 & CEO of Companies 2, 3, 4, 5 & 6

*Todd Strother*  
 Todd Strother, Executive Vice President  
 Chief Legal Officer & Secretary of  
 Companies 1, 2, 3, 4, 5 & 6

On this 22nd day of September, 2022 before me a Notary Public in and for the State of Iowa, personally appeared Scott R. Jean and Todd Strother, who, being by me duly sworn, did say that they are, and are known to me to be the CEO, Chairman, President, Executive Vice President, Chief Legal Officer and/or Secretary, respectively, of each of the Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Scott R. Jean and Todd Strother, as such officers, acknowledged the execution of said instrument to be their voluntary act and deed, and the voluntary act and deed of each of the Companies.

My Commission Expires October 10, 2025.

*Kathy Loveridge*  
 Notary Public in and for the State of Iowa

### CERTIFICATE

I, Ryan J. Springer, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on 22nd day of September, 2022, are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 28th day of September, 2023.

*Ryan J. Springer*  
 Vice President

## NOTICE TO PROCEED

October 24, 2023

Baha Construction, Inc.  
1015 W. 10th Street  
Pueblo, CO 81003

Ref: Bid No: 23-122 (CIAN20)  
Bid Name: Fire Station #5 - Truck Bay Concrete Replacement

You are hereby authorized to proceed on November 1, 2023, or within three (3) consecutive calendar days thereafter with construction of the above referenced project as set forth in the Contract Documents.

The Bid Bond submitted with your Proposal may now be cancelled by your Surety.

Sincerely,

DocuSigned by:  
  
418AB0234B8D4D5...

Andrew E. Hayes, P.E.  
Director of Public Works

## NOTICE OF AWARD

September 15, 2023

Baha Construction, Inc.  
1015 W. 10th Street  
Pueblo, CO 81003

Ref: Bid No: 23-122 (CIAN20)  
Bid Name: Fire Station #5 - Truck Bay Concrete Replacement

The City of Pueblo hereby accepts your proposal submitted on August 30, 2023, for the construction of the referenced project. It appears that your proposal in the amount of \$87,650.00 for the Total Base Bid, is fair, equitable, and in the best interest of the City.

In accordance with the terms of the Contract Documents, you are required to execute the formal Contract Agreement and furnish the required Payment and Performance Bonds, within ten (10) business days from and including the date of this notice.

The Proposal Guaranty submitted with your proposal will be returned upon execution of the Contract Agreement and the furnishing of the Payment and Performance Bonds. In the event you should fail to execute the Contract Agreement and furnish the Payment and Performance Bonds within the time specified, said Proposal Guaranty will be retained by said City as liquidated damages and not as penalty, for the delay and extra work caused thereby.

Sincerely,



Naomi C. Hedden  
Director of Purchasing



City of Pueblo  
Purchasing  
Naomi Hedden, Director  
230 S. Mechanic St., Pueblo, CO 81003

**PROPOSAL DOCUMENT REPORT**  
IFB No. 23-122 (CIAN20)  
Fire Station #5 - Truck Bay Concrete Replacement  
RESPONSE DEADLINE: August 30, 2023 at 10:00 am  
Report Generated: Tuesday, September 5, 2023

**Baha Construction, Inc. Proposal**

**CONTACT INFORMATION**

**Company:**  
Baha Construction, Inc.

**Email:**  
bahagc@bahagc.com

**Contact:**  
Anthony Olguin

**Address:**  
1015 West 10th Street  
Pueblo, CO 81003

**Phone:**  
(719) 404-3367

**Website:**  
[www.bahagc.com](http://www.bahagc.com)

**Submission Date:**  
Aug 30, 2023 9:39 AM

PROPOSAL DOCUMENT REPORT  
IFB No. 23-122 (CIAN20)  
Fire Station #5 - Truck Bay Concrete Replacement

---

#### ADDENDA CONFIRMATION

Addendum #1  
*Confirmed Aug 30, 2023 9:13 AM by Anthony Olguin*

#### QUESTIONNAIRE

##### 1. BID GUARANTEE\*

*Pass*

To submit a bid bond - Please download the document provided below, complete, and upload.

To submit a certified check, cashier's check, or money order - **Please scan and upload a copy of your check or money order. The original check or money order must be delivered to the Purchasing Department in person or via mail by the bid submittal deadline date.**

**If sending by mail the envelope must be addressed to:**

**City of Pueblo Purchasing Department**

**230 S. Mechanic Street**

**Pueblo, CO 81003**

**The Bid Number and Name must be listed clearly on the outside of the envelope.**

- [Bid Bond.pdf](#)

Bid\_Bond\_FireStation#5\_Concrete\_Bay\_Replacement\_Executed.pdf

##### 2. CONFIRMATION OF UNDERSTANDING AND OFFER\*

*Pass*

---

PROPOSAL DOCUMENT REPORT  
Public Improvement Invitation for Bid - Fire Station #5 - Truck Bay Concrete Replacement  
Page 2



PROPOSAL DOCUMENT REPORT

IFB No. 23-122 (CIAN20)

Fire Station #5 - Truck Bay Concrete Replacement

---

Bidders are responsible for obtaining, reading, and carefully examining the entire Contract Documents package, including any Addenda, prior to submitting a bid. Confirming below will serve as the Bidder's acknowledgement of understanding and ability to comply with all requirements and conditions of this project and that all mandatory submittals are included in this bid proposal.

**Confirmation must be made by an agent who is legally authorized to bind the company.**

By confirming below Bidder 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 pricing schedule.

The Contract shall be awarded to the responsible bidder submitting the lowest and most responsive bid on the basis of the Total Base Bid plus any Bid Alternates selected. Award shall be at the sole discretion of the City.

The sum of the Total Base Bid plus all Bid Alternates shall be the basis for establishing the Bid Bond amount. The sum of the Total Base Bid plus any Bid Alternates selected by the City shall be the basis for establishing the amount of the Payment and Performance Bonds for this Contract.

Quantities shown on the pricing schedule are subject to additions or reductions. The City reserves the right to adjust the required quantities as necessary. Additional quantities shall be furnished by Bidder at the unit price quoted. The time allowed for construction shall be adjusted in direct proportion to the difference of the adjusted quantities to the estimated quantities.

By confirming below Bidder acknowledges that they have 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. Downloaded plans/drawings must be printed as "Actual Size"; scaling is NOT correct when printed using other options. It is the Bidder's sole responsibility to ensure plans are printed correctly and to inform third-party printers of this information. The City is not responsible for bidding errors resulting from Bidder's failure to follow this requirement.

The Bidder, if awarded the Contract, agrees to complete and file the Contract Agreement and Payment and Performance Bonds within ten (10) days of the date of Notice of Award, and further agrees to complete the work within 120 calendar days from Notice to Proceed. Liquidated damages will be assessed in accordance with the GENERAL PROVISIONS.

Bidders shall not add any conditions or qualifying statements to this bid. If such items are added the bid may be declared nonresponsive and rejected.

Bidder shall be subject to all applicable City, County, State, and Federal Taxes in the performance of this Contract.

---

PROPOSAL DOCUMENT REPORT

Public Improvement Invitation for Bid - Fire Station #5 - Truck Bay Concrete Replacement

Page 3

PROPOSAL DOCUMENT REPORT  
IFB No. 23-122 (CIAN20)  
Fire Station #5 - Truck Bay Concrete Replacement

---

Confirmed

### 3. NAME, TITLE, AND CONTACT INFORMATION\*

*Pass*

Enter the Name, Title, and Contact Information, **including phone number and email address**, of the person providing the Confirmation of Understanding and Offer.

Anthony Olguin, President, 719-404-3367, [tolguin@bahagc.com](mailto:tolguin@bahagc.com)

### 4. ACKNOWLEDGEMENTS

AFFIRMATIVE ACTION PLAN REQUIREMENT:\*

*Pass*

In accordance with [LABOR PROVISIONS](#), Section 2: Nondiscrimination and Equal Employment Opportunity Requirements, the bidder hereby acknowledges that they have a written affirmative action plan which declares that the Contractor and its Subcontractor(s) do not discriminate on the basis of race, color, religion, creed, national origin, sex or age. Bidder further understands that the written plan must be submitted to the City of Pueblo Purchasing Department (and the applicable federal agency in the case of Federally funded projects) within ten (10) days of the award of contract.

Neither the receipt by the City of this completed form, nor of any Affirmative Action Plan submitted by any bidder, contractor, or subcontractor, shall constitute any determination by the City of the adequacy of any Affirmative Action Plan.

Please confirm your acknowledgment of the above statement:

Confirmed

COLORADO LABOR REQUIREMENT:\*

*Pass*

---

PROPOSAL DOCUMENT REPORT  
Public Improvement Invitation for Bid - Fire Station #5 - Truck Bay Concrete Replacement  
Page 4

PROPOSAL DOCUMENT REPORT  
IFB No. 23-122 (CIAN20)  
Fire Station #5 - Truck Bay Concrete Replacement

---

The bidder named below hereby acknowledges understanding of the Colorado labor requirement as set forth in [GENERAL PROVISIONS](#), CONTRACTOR'S WORKING CONDITIONS: LABOR, sub-paragraph (b) and certifies that they are in compliance with this provision or will be upon award.

Please confirm your acknowledgment of the above statement:

Confirmed

SALES AND/OR USE TAX INFORMATION\*  
*Pass*

**CITY OF PUEBLO SALES OR USE TAX –**

The Contractor and any Subcontractors shall pay all applicable City of Pueblo Sales or Use taxes. All General Contractors and Subcontractors are mandated to be licensed with the City of Pueblo Sales Tax Office. Please refer any questions on City Sales or Use Taxes to the City of Pueblo, Department of Finance. Their telephone number is (719) 553-2659.

Please note, there are NO tax-exempt projects within the City of Pueblo.

**STATE OF COLORADO SALES OR USE TAX –**

The exemption of building materials from State Sales or Use Tax in Colorado Revised Statutes applies only to the State of Colorado Sales or Use Taxes. Please refer any questions on State Taxes to the State of Colorado, Department of Revenue.

**PUEBLO COUNTY SALES OR USE TAX –**

The State of Colorado collects all sales or use tax for the County of Pueblo; therefore, any exemption allowed by the State applies to the County.

Please confirm you acknowledge the above statements:

Confirmed

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PROPOSAL DOCUMENT REPORT  
Public Improvement Invitation for Bid - Fire Station #5 - Truck Bay Concrete Replacement  
Page 5

PROPOSAL DOCUMENT REPORT  
IFB No. 23-122 (CIAN20)  
Fire Station #5 - Truck Bay Concrete Replacement

---

**5. Has/is this firm or any officer or partner of this firm:**

CONVICTED OF A CRIMINAL OFFENSE\*

*Pass*

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?

No

CONVICTED UNDER STATE OR FEDERAL STATUTES\*

*Pass*

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?

No

CONVICTED UNDER STATE OR FEDERAL ANTITRUST STATUTES\*

*Pass*

Been convicted under state or federal antitrust statutes arising out of the submission of bids or proposals?

No

FAILED TO PERFORM\*

*Pass*

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?

No

---

PROPOSAL DOCUMENT REPORT  
Public Improvement Invitation for Bid - Fire Station #5 - Truck Bay Concrete Replacement  
Page 6

PROPOSAL DOCUMENT REPORT

IFB No. 23-122 (CIAN20)

Fire Station #5 - Truck Bay Concrete Replacement

---

SUSPENSION OR DEBARMENT\*

*Pass*

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?

No

UNQUALIFIED\*

*Pass*

Unqualified or financially unable to timely perform the work?

No

UNLICENSED \*

*Pass*

Unlicensed or unable to be duly licensed to perform the work on the date of the contract award?

No

DELINQUENT\*

*Pass*

Delinquent in making payment of any City taxes for which the tax liability has been finally determined and no further right of appeal exists?

No

CONFIRMATION \*

*Pass*

---

PROPOSAL DOCUMENT REPORT

Public Improvement Invitation for Bid - Fire Station #5 - Truck Bay Concrete Replacement

Page 7

PROPOSAL DOCUMENT REPORT  
IFB No. 23-122 (CIAN20)  
Fire Station #5 - Truck Bay Concrete Replacement

By acknowledging and confirming below Bidder 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, Bidder’s submittal will be rejected.

Please confirm your acknowledgment of the above statement and questions/sub-questions:

Confirmed

PRICE TABLES

BASE BID

| Line Item | Description                                          | Quantity | Unit of Measure | Unit Cost  | Total       |
|-----------|------------------------------------------------------|----------|-----------------|------------|-------------|
| 1         | Demo existing concrete foundation                    | 1,550    | SF              | \$9.00     | \$13,950.00 |
| 2         | Excavate unsatisfactory subgrade soils               | 180      | CY              | \$35.00    | \$6,300.00  |
| 3         | Place and compact new subgade                        | 300      | TONS            | \$75.00    | \$22,500.00 |
| 4         | Place new 7-inch reinforced concrete slab foundation | 1,550    | SF              | \$20.00    | \$31,000.00 |
| 5         | Remove 3-inch Floor drain                            | 3        | EA              | \$300.00   | \$900.00    |
| 6         | Install new 3-inch Floor drain                       | 3        | EA              | \$500.00   | \$1,500.00  |
| 8         | Demo abandoned galvanized boiler piping              | 1        | LS              | \$700.00   | \$700.00    |
| 9         | Remove and replace 3-inch drain piping (SCH40 PVC)   | 40       | LF              | \$40.00    | \$1,600.00  |
| 10        | Remove and Replace 4-inch drain piping (SCH40 PVC)   | 60       | LF              | \$45.00    | \$2,700.00  |
| 11        | Mobilization                                         | 1        | LS              | \$6,500.00 | \$6,500.00  |



PROPOSAL DOCUMENT REPORT  
IFB No. 23-122 (CIAN20)  
Fire Station #5 - Truck Bay Concrete Replacement

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| Line Item | Description | Quantity | Unit of Measure | Unit Cost | Total       |
|-----------|-------------|----------|-----------------|-----------|-------------|
| TOTAL     |             |          |                 |           | \$87,650.00 |

**BID BOND****KNOW ALL MEN BY THESE PRESENTS:**

That BAHA Construction, Inc  
of, 1015 W 10th Street Pueblo CO 81003, as Principal,  
and Employers Mutual Casualty Company, as Surety, are held and  
firmly bound unto the City of Pueblo, Colorado, as Obligee, in the full and just sum of  
FIVE PERCENT OF BID AMOUNT ONLY Dollars  
(\$ 5% OF BID), lawful money of the United States, for the payment of which  
sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and  
assigns, jointly and severally, firmly by these presents:

WHEREAS, the said Principal is herewith submitting its bid dated AUGUST 30, 2023, for:

Bid No.: 23-122 (CIAN20)

Bid Name: FIRE STATION #5 TRUCK BAY CONCRET REPLACEMENT

and said Obligee has required as a condition for receiving said bid that the Principal deposit specified Bid Guaranty in the amount of not less than five percent (5%) of the amount of said proposal, conditioned that in event of failure of the Principal to execute the Contract Agreement for such construction and furnish required Payment and Performance Bonds if the Contract is awarded them, that said sum be paid immediately to the Obligee as liquidated damages and not as penalty for the Principal's failure to perform.

The condition of this obligation is such that if the aforesaid Principal, shall within the period specified therefore, on the prescribed form presented to them for signature, enter into a written Contract Agreement with the Obligee in accordance with their bid as accepted, and give required Payment and Performance Bonds with good and sufficient surety or sureties, upon the form prescribed by the Obligee, for the faithful performance and the proper fulfillment of said Contract, or in the event of withdrawal of said bid within the time specified, or upon the payment to the Obligee of the sum determined upon herein as liquidated damages, and not as penalty in the event the Principal fails to enter into said Contract and give such Payment and Performance Bonds within the time specified, then the obligation shall be null and void, otherwise to remain in full force and effect.

(Signature Page Follows)

(Bid Bond)

Signed, sealed and delivered this 30TH day of AUGUST, 2023.

ATTEST:

By

  
Secretary  
(SEAL) 

BAHA CONSTRUCTION, INC

Principal

By

  
Surety

ATTEST:

By

Linda Krueger

By

Patricia C Broe  
Attorney-in-fact

(SEAL)



P.O. Box 712 • Des Moines, Iowa 50306-0712

**POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT****KNOW ALL MEN BY THESE PRESENTS, that:**

1. Employers Mutual Casualty Company, an Iowa Corporation
2. EMCASCO Insurance Company, an Iowa Corporation
3. Union Insurance Company of Providence, an Iowa Corporation

4. Illinois EMCASCO Insurance Company, an Iowa Corporation
5. Dakota Fire Insurance Company, a North Dakota Corporation
6. EMC Property & Casualty Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint

**PATRICIA C. BROE**

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute the Bid Bond

**Any and All Bonds**

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed

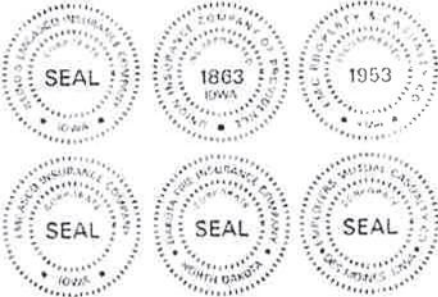
**AUTHORITY FOR POWER OF ATTORNEY**

This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at the first regularly scheduled meeting of each company duly called and held in 1999:

**RESOLVED:** The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 22nd day of September, 2022.

Seals



*Scott R. Jean*  
 Scott R. Jean, President & CEO  
 of Company 1, Chairman, President  
 & CEO of Companies 2, 3, 4, 5 & 6

*Todd Strother*  
 Todd Strother, Executive Vice President  
 Chief Legal Officer & Secretary of  
 Companies 1, 2, 3, 4, 5 & 6

On this 22nd day of September, 2022 before me a Notary Public in and for the State of Iowa, personally appeared Scott R. Jean and Todd Strother, who, being by me duly sworn, did say that they are, and are known to me to be the CEO, Chairman, President, Executive Vice President, Chief Legal Officer and/or Secretary, respectively, of each of the Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Scott R. Jean and Todd Strother, as such officers, acknowledged the execution of said instrument to be their voluntary act and deed, and the voluntary act and deed of each of the Companies.

My Commission Expires October 10, 2025.

*Kathy Loveridge*  
 Notary Public in and for the State of Iowa

**CERTIFICATE**

I, Ryan J. Springer, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on 22nd day of September, 2022, are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 30th day of August, 2023.

*Ryan J. Springer*  
 Vice President





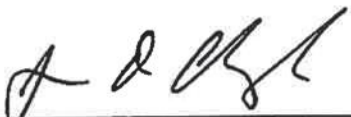
## Employers Mutual Casualty Company – Seal Addendum

In light of the impacts surrounding the COVID-19 virus and resultant governmental measures to limit social contact in all settings, Employers Mutual Casualty Company hereby authorizes its Attorneys-in-Fact to affix Employers Mutual Casualty Company's corporate seal to any bond executed by said Attorney-in-Fact for Employers Mutual Casualty Company by attaching this Seal Addendum. In accordance with the above, Employers Mutual Casualty Company hereby affirms that the corporate seal hereon shall be deemed affixed to said bond with the same force and effect as if Employers Mutual Casualty Company's raised corporate seal was present.

Dated this 3rd day of April, 2020.

**Employers Mutual Casualty Company**



By:   
James D. Clough, Vice President

717 Mulberry Street | Des Moines, IA 50309-3872 | P.O. Box 712 | Des Moines, IA 50306-0712 | 515.280.2511 | 800.447.2295 | [www.emcins.com](http://www.emcins.com)

Employers Mutual Casualty Company  
EMCASCO Insurance Company  
EMC Reinsurance Company

Illinois EMCASCO Insurance Company  
Dakota Fire Insurance Company  
EMC Property & Casualty Company

Union Insurance Company of Providence  
EMC Risk Services, LLC

EMC Underwriters, LLC  
EMC National Life Company (affiliate)



City of Pueblo  
**Purchasing**  
Naomi Hedden, Director  
230 S. Mechanic St., Pueblo, CO 81003  
(719) 553-2350

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**ADDENDA REPORT**  
**IFB No. 23-122 (CIAN20)**  
**Fire Station #5 - Truck Bay Concrete Replacement**

RESPONSE DEADLINE: August 30, 2023 at 10:00 am

Wednesday, September 6, 2023

**Addenda Issued:**

**Addendum #1**

*Aug 25, 2023 1:41 PM*

The following revisions have been made to the bid document:

- A. Line item 3 – Changed quantity to 300 and changed units to “tons”
- B. Line item 7 – Deleted this line item
- C. Added Section 3.32 Sand Trap Drain Pit - The sand trap drain pit will remain in-place and is not to be removed or damaged. Contractor shall remove existing drain line from the sand pit and replace as part of the install drain piping line item.
- D. Added Section 3.33 7-inch Reinforced Concrete Slab Foundation - New slab shall slope to the floor drains and to the sand trap drain pit. Existing slab shall be removed to construction joints and shall be saw cut where required. Contractor shall replace expansion joint material at all existing locations. Slab shall not be doweled or pinned to the foundation, or the sand trap drain pit. Remove and reinstall all floor transition plates. Saw cut control joints in the slab at intervals of 10-ft in each direction and fill control joints with a polymer sealant. Seal joint between new slab and the sand trap drain pit with a polymer sealant. Concrete floor shall be finished with a smooth floor finish.
- E. Added Section 3.34 Place and Compact New Subgrade - Prior to placing new fill material, the contractor shall receive approval from the City inspector to proceed with backfilling. If additional stabilization or additional removal of subgrade is required, prior approval is required from the City inspector. Contractor shall place and compact new subgrade in accordance with section 7.3.12.

Please click below to view the updated Invitation for Bid with these revisions.

**Addenda Acknowledgements:**



ADDENDA REPORT  
IFB No. 23-122 (CIAN20)  
Fire Station #5 - Truck Bay Concrete Replacement

---

Addendum #1

| Proposal                | Confirmed | Confirmed At          | Confirmed By   |
|-------------------------|-----------|-----------------------|----------------|
| Garcia Concrete llc     | X         | Aug 28, 2023 10:24 AM | Adan Garcia    |
| Baha Construction, Inc. | X         | Aug 30, 2023 9:13 AM  | Anthony Olguin |



PUBLIC IMPROVEMENT INVITATION FOR BID  
23-122 (CIAN20)  
FIRE STATION #5 - TRUCK BAY CONCRETE REPLACEMENT

City of Pueblo  
230 S. Mechanic St.  
Pueblo, CO 81003

RELEASE DATE: August 15, 2023

DEADLINE FOR QUESTIONS: August 25, 2023, 12:00 pm

RESPONSE DEADLINE: August 30, 2023, 10:00 am

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

<https://procurement.opengov.com/portal/pueblo>

City of Pueblo  
PUBLIC IMPROVEMENT INVITATION FOR BID  
Fire Station #5 - Truck Bay Concrete Replacement

I. ADVERTISEMENT FOR BIDS.....  
II. INTRODUCTION .....  
III. SPECIAL PROVISIONS .....  
IV. LABOR PROVISIONS .....  
V. GENERAL PROVISIONS .....  
VI. VENDOR SUBMISSIONS.....  
VII. PRICING TABLE.....

Attachments:

- A - Sample Contract Documents
- B - Licensing and Sales Tax Information
- G - Original Drawings - Fire Station 5 24th Street and 6th Avenue
- H - Floor Detail - 23-122 Fire Station #5 Truck Bay Repairs

Public Improvement Invitation for Bid #23-122 (CIAN20)  
Title: Fire Station #5 - Truck Bay Concrete Replacement

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## 1. ADVERTISEMENT FOR BIDS

(AS PUBLISHED)

TO WHOM IT MAY CONCERN:

The City of Pueblo will receive sealed bids up to the hour of 10:00 am (MT) on Wednesday, August 30, 2023, for the following project. Bids must be submitted electronically through the OpenGov portal which may be accessed via the City of Pueblo Purchasing Department website at [www.pueblo.us/purchasing](http://www.pueblo.us/purchasing) or at <https://procurement.opengov.com/portal/pueblo>.

**BID NO.:** 23-122 (CIAN20)

**BID NAME:** Fire Station #5 - Truck Bay Concrete Replacement

**PRE-BID MEETING:** Tuesday, August 22, 2023, at 11:00 am (MT). Meeting will be held at the Department of Public Works Conference Room, 211 E. D Street, Pueblo, CO 81003. Bidders may attend in person or via Zoom.

In general, this project will consist of replacement of the concrete flooring and subbase under the truck bays at Fire Station # 5 as detailed in the plans and specifications for this project.

Bidders shall inform themselves of the conditions of the project site and the requirements of the project's scope of work before submitting their bid. No allowances shall be made by reason of any matter or thing concerning which they might not have been fully informed prior to the bidding. No Bidder will be heard after the opening of bids to assert that there was any misunderstanding as to the nature of the operation expected in this solicitation. If a pre-bid meeting is held, Bidders should make every effort to attend. If the pre-bid meeting is **mandatory** and the Bidders cannot attend, it is imperative that someone else attend as a representative of the company, otherwise, their bid will not be accepted at the time of bid opening.

Invitation for Bid (IFB) documents (including plans and specifications) can be obtained via the City Purchasing Department website at [www.pueblo.us/purchasing](http://www.pueblo.us/purchasing) or the OpenGov portal at <https://procurement.opengov.com/portal/pueblo>. **Downloaded plans/drawings must be printed as "Actual Size"; scaling is NOT correct when printed using other options.** It is the Bidders' sole responsibility to ensure plans are printed correctly and to inform third-party printers of this information. The City is not responsible for bidding errors resulting from Bidders' failure to follow this requirement.

Addenda will be posted on the OpenGov portal which may be accessed via the City Purchasing Department website or at <https://procurement.opengov.com/portal/pueblo>. **It is the bidder's responsibility to verify whether any addenda were issued.**

Bidders must follow the submittal procedures outlined in the documents. The City reserves the right to reject any or all bids for any or all items covered in the Invitation for Bid, to waive informalities or defects in bids, or to accept such bids as it shall deem to be in its best interest.

Published: Tuesday, August 15, 2023 in The Pueblo Chieftain Newspaper

Public Improvement Invitation for Bid #23-122 (CIAN20)  
 Title: Fire Station #5 - Truck Bay Concrete Replacement

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## 2. INTRODUCTION

### 2.1. Summary

This project will make necessary foundation repairs to the truck bay at Fire Station # 5 in Pueblo, Colorado.

### 2.2. Contact Information

**Deborah Rivera**

Purchasing Contract Coordinator

230 S Mechanic Street

Pueblo, CO 81003

Email: [bidinfo@pueblo.us](mailto:bidinfo@pueblo.us)

Phone: [\(719\) 553-2350](tel:(719)553-2350)

**Department:**

Public Works

### 2.3. Timeline

|                                           |                                                                                                                                                                                                                                                                                                                                                    |
|-------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Advertisement/Release Project Date</b> | August 15, 2023                                                                                                                                                                                                                                                                                                                                    |
| <b>Pre-Bid Meeting (Non-Mandatory)</b>    | <p>August 22, 2023, 11:00am</p> <p>In Person:<br/>           Department of Public Works Conference Room<br/>           211 E. D St.<br/>           Pueblo, CO 81003</p> <p>Zoom:<br/> <a href="https://pueblo.zoom.us/j/87939915971">https://pueblo.zoom.us/j/87939915971</a></p> <p>Meeting ID: 879 3991 5971<br/>           Passcode: 607921</p> |
| <b>Question Submission Deadline</b>       | August 25, 2023, 12:00pm                                                                                                                                                                                                                                                                                                                           |
| <b>Bid Opening</b>                        | August 30, 2023, 10:00am                                                                                                                                                                                                                                                                                                                           |

### 3. SPECIAL PROVISIONS

#### 3.1. GENERAL INSTRUCTIONS

All specifications included in the Special Provisions shall have precedence over and will govern in the event of a conflict with other sections contained in this document.

Bidders are responsible for obtaining, reading, and carefully examining the entire Contract Documents package, including any Addenda, prior to submitting a bid. Failure to do so will not relieve a Bidder from any obligation or responsibility to understand and comply with all requirements and conditions for this project.

**Downloaded plans/drawings must be printed as “Actual Size”; scaling is NOT correct when printed using other options.** It is the Bidder’s sole responsibility to ensure plans are printed correctly and to inform third-party printers of this information. The City is not responsible for bidding errors resulting from Bidder’s failure to follow this requirement.

Each bid must be accompanied by a certified check, cashier's check, money order or bid bond in the amount of five (5) percent of the grand total bid, plus all alternates if applicable, payable to the City of Pueblo as a guarantee that if the bid is accepted, the bidder will execute and file the proposed contract and bonds within ten (10) days from the date of the Notice of Award.

The City is accepting electronic bid submissions. Bidders shall create a FREE account with OpenGov by signing up at <https://procurement.opengov.com/signup>. Once you have completed account registration, browse back to this page, click on "Submit Response", and follow the instructions to submit the electronic bid.

All bids must be received at the City’s Purchasing Department before the time specified. Only bids that are made out upon the City-prepared forms will be considered.

#### 3.2. STANDARD CONSTRUCTION SPECIFICATIONS AND STANDARD DETAILS

The [Standard Construction Specifications and Standard Details for Pueblo, Colorado](#), adopted April 11, 2022, and as most recently amended, shall control the construction and quality of materials for this project except where specifically modified by the Special Provisions. Unless specifically modified by the Special Provisions, the Standard Construction Specifications and Standard Details shall control with respect to any inconsistencies with the Plans. The Standard Construction Specifications and Standard Details are not included in this bid package but are available on the City of Pueblo’s website at <https://www.pueblo.us/475/2022-Construction-Standards>. By submitting a bid, the Contractor acknowledges possession of a copy of said document.

#### 3.3. SPECIFICATION LANGUAGE

Specifications may be written in abbreviated style with incomplete sentences. Omission of words such as “The General Contractor shall”, “Conforming to”, “shall be”, etc., are intentional; omitted words shall be supplied by inference. Where words “approved”, “satisfactory”, “directed”, “submitted”, etc., are used it shall be assumed that the words “Project Manager” follows, such as “approved by the Project Manager”.



### 3.4. DEFINITION OF ENGINEER

The term “Engineer” as used in Sections GENERAL PROVISIONS Authority of Engineer (a) and (b), of GENERAL PROVISIONS, shall mean City Engineer the “City Engineer” with respect to all questions relating to the conformance of the work with the technical requirements of the plans and specifications, interpretation of the technical requirements of the plans and specifications, and with respect to the rejection of work and materials which do not conform. With respect to all other uses of the term “Engineer” in Section GENERAL PROVISIONS Authority of Engineer, the term shall mean the Director of Public Works. In Sections **TERMINATION FOR CAUSE, FINAL ACCEPTANCE OF THE WORK, COMMENCEMENT AND COMPLETION OF WORK and UNCORRECTED WORK** of GENERAL PROVISIONS, all references to Engineer shall mean the Director of Public Works. All other references to Engineer in GENERAL PROVISIONS not specifically addressed in this section shall mean the Consulting Engineer.

### 3.5. APPROVED EQUAL

An approved equal, where noted, may be considered by the City. For consideration as an approved equal, a complete manufacturer’s submittal must be presented to the Project Manager at or before the pre-bid meeting. If approved, an addendum will be issued that lists all approved equal products or materials. No other products or materials will be considered.

### 3.6. INCONSISTENCIES

Any inquiries regarding seeming inconsistencies between the Plans and Specifications for this project must be made by Friday, August 25, 2023 at 12:00 pm (MT).

### 3.7. PREPAYMENT OF CITY SALES AND USE TAX

(This section applies only to public improvement construction projects \$1,000,000 and over.)

The Contractor shall make application for, and prepayment of, City sales and use tax on the estimated percentage basis being forty percent (40%) of the total Project bid as awarded, including Base Bid plus those Alternates selected. Application and prepayment shall be made within fourteen (14) days of the date authorized to proceed with construction of the Project as set forth in the Notice to Proceed. All applications and prepayments shall be coordinated directly with City’s Division of Sales and Use Tax, Attention: Tax Audit Manager, 1 City Hall Place, Pueblo, Colorado 81003.

Finance Department policy sets the threshold at \$1,000,000. Any contractual obligations below this amount will not generally be required to make a pre-payment of Use Tax.

### 3.8. PERA LIABILITY

Contractor 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.

Awarded Contractor will be required to submit a completed Colorado PERA Questionnaire form. This form is available to view at <https://www.pueblo.us/DocumentCenter/View/19915/PERA-Form> and is included by reference in this Contract.

### **3.9. CONTRACTOR EVALUATION**

Pursuant to Ordinance No. 6510, dated February 14, 2000, the Department of Public Works shall evaluate the performance of Contractor using the Contractor/Consultant Satisfaction Program form. This form is available to view at <https://www.pueblo.us/1737/Information> and is included by reference in this Contract. The evaluation shall be utilized to review Contractor performance, increase communication, and foster positive business relationships. Evaluation shall also record documentation of Contractor's overall performance. Material failure to perform in accordance with the terms of one or more contracts, or materially unsatisfactory performance of one or more contracts, may be justification for disqualifying future bids by Contractor.

### **3.10. SITE INVESTIGATION**

By submitting a bid, Contractor acknowledges the nature and location of the work, the general and local conditions, particularly those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electric power, uncertainties of weather, physical conditions at the site, the character/quality of surface and subsurface materials to be encountered, the character of equipment and facilities needed prior to and during the work, and all other matters which can in any way affect the work or the cost thereof under this Contract. Failure by Contractor to acquaint themselves with all the available information concerning these conditions will not relieve them from responsibility for estimating properly the difficulty or cost of successfully performing the work.

### **3.11. PRE-CONSTRUCTION CONFERENCE**

The Contractor shall attend a pre-construction conference with the Project Manager, City employees, representatives of the utility companies, and/or other interested parties prior to any construction.

**Preconstruction meeting will be scheduled 7-10 days after notice of award is issued.**

#### **Documents Required to be submitted at Pre-Construction Conference**

- Contractor Organization with 24-hour emergency contact
- Schedule
- Material Submittals

### **3.12. SAFETY REGULATIONS**

The Contractor shall be aware of and shall comply with all State and Federal Safety regulations which are applicable to the work included under this Contract. Enforcement will be by the proper State and Federal regulatory agencies.

If any construction activity is deemed to be unsafe for inspection, Contractor shall, upon notification, discontinue work until the deficiencies are corrected and the job can be properly inspected.

### **3.13. EMERGENCY REPAIR OR PROTECTIVE WORK BY THE CITY OF PUEBLO**

As referenced in Sections PROTECTION OF THE PUBLIC, WORK, AND PROPERTY and ACCIDENT PREVENTION of the [GENERAL PROVISIONS](#), it is the Contractor's responsibility to provide adequate barricades, protective devices and safety measures, and to employ other precautionary means for the

adequate protection of the public, the work, and public/private property from injury or loss. Should the City become aware of any condition or circumstance arising from the work, or with respect to any excavation or areas disturbed by Contractor which, in the opinion of the Project Manager, creates or results in any imminent or unreasonable risk to the health/safety of the public or to public/private property, the City may undertake emergency work or repairs. Such work may include, by way of illustration, provision of barricades, traffic control devices or flagmen, deployment or warning signs, repair of lines under construction, repair of collapsed excavations or sinkholes, placement of sandbags or dams, and other emergency efforts. The determination of the necessity during the construction and warranty periods for the City to do any such emergency work or repairs shall rest entirely with the Project Manager. The cost of emergency work done by the City, including the actual cost of labor, equipment, and materials, plus 100 percent, shall be deducted from any amounts otherwise owed to Contractor, or may be invoiced to Contractor, or the same amount shall be recovered from Contractor's performance bond.

### 3.14. REPRESENTATIVE AVAILABLE FOR EMERGENCY CALLS

The Contractor shall provide the name, address and phone number of a representative who may be reached at any time during the life of the Contract regarding repairs, detours, barricading, etc. This information shall be furnished in writing to the Project Manager.

### 3.15. DUST PREVENTION

During construction and until final acceptance by the Project Manager, Contractor shall be responsible for controlling dust emissions in the construction area. No earthwork activities shall be performed when the wind speed exceeds thirty (30) miles per hour. All fill areas shall be compacted on a daily basis to 95% minimum compaction. Any mud or dirt carry out onto paved surfaces shall be cleaned up on a daily basis. Contractor shall promptly comply with all directives from the Project Manager relating to dust control. If Contractor fails to comply or provide adequate means to control dust, a stop-work order will be issued until the problem is corrected.

### 3.16. SITE RESTORATION AND CLEANUP

Contractor shall maintain and/or repair any damage done to all existing properties, public or private, adjacent to site improvements, including but not limited to, asphalt, base course, utilities, sod, irrigation systems and landscaped areas. In general, disturbed areas shall be replaced to the lines, grades, thickness, and like materials of the existing conditions unless otherwise stated on the plans. Restoration shall be consistent with that of areas adjacent to the limits of construction. Grass and other plant areas shall be restored, maintained, and irrigated until final acceptance by the Project Manager. Fabric shall be installed under all rock landscape areas. Any landscape material salvaged by Contractor for reuse will not be acceptable if contaminated by dirt or different landscape material. Slopes to match from the new improvements to existing improvements shall not exceed a 4:1 slope.

All work to relocate existing irrigation sprinklers which conflicts with the new construction shall be considered site restoration. The accuracy of information furnished regarding existing irrigation systems is not guaranteed. The locations are approximate and may not include all irrigation system components. Contractor shall determine the exact location of all irrigation systems before commencing work and

shall be fully responsible for any damage resulting from failure to locate and protect all irrigation systems.

Site restoration and cleanup will not be measured or paid separately but shall be included in the unit prices for each bid item. Partial payments will not be made on any bid item until the restoration and cleanup associated with that item is satisfactorily complete and acceptable to the Project Manager.

### 3.17. UTILITY LOCATIONS

The accuracy of information furnished in regard to underground utilities is not guaranteed. The utility locations are approximate and may not include all utilities. Contractor shall determine the exact location of all utilities before commencing work. Contractor shall be fully responsible for any damage which might occur due to Contractor's failure to locate and protect all utilities. Contractor shall repair or have repaired, at no cost to the City, any damage to utilities.

Existing utilities include gas, water, service lines, meters, meter cans, buried telephone cables, buried power lines, pedestals, utility poles, sanitary sewer, manholes and services, and any other existing utility.

### 3.18. ABANDONED UTILITIES

If during construction an abandoned utility is encountered Contractor shall contact and coordinate with the Project Manager to arrange for the removal of the utility. If Contractor elects to remove the utility without contacting the Project Manager, Contractor shall do so at no cost to the City.

### 3.19. OVERHEAD AND/OR UNDERGROUND HIGH VOLTAGE POWER LINES

Unless danger against contact with high voltage overhead and/or underground lines has been effectively guarded against, Contractor shall not perform any function/activity upon any land, building, highway, or other premises if at any time during the performance of any function/activity it could move or be placed within ten (10) feet of any high voltage overhead and/or underground line. If work is to be performed within ten (10) feet of high voltage overhead and/or underground lines, the public utility must first be notified to arrange for safety provisions. Contractor may perform the work only after arrangements, including coordination and payment of fees, if applicable, have been made with the utility company.

### 3.20. CONCRETE PERMITS

The "no fee" permit shall be obtained from the City Engineering Division at 211 E. "D" Street. Any concrete work placed without benefit of both permit and inspection by the Public Works Department will not be paid for.

### 3.21. COORDINATION OF CONSTRUCTION ACTIVITIES

Contractor and subcontractors shall coordinate work with all other construction activities and contractors; and cooperate with them to facilitate general progress of the work. Each trade shall afford other trades every reasonable opportunity for installation and storage of materials.

### **3.22. WORK BY OTHERS**

Contractor shall coordinate work on the project with all work shown on the plans which is to be done by “others”. It is the Contractor’s responsibility to coordinate work with each entity and incorporate it into the project schedule.

Pueblo Board of Water Works shall complete the work to relocate fire hydrants as shown on the plans.

Black Hills Energy shall complete the work to relocate light poles as shown on the plans.

### **3.23. COMPLETE WORK ON TIME**

Failure to complete the work by the allotted 120 calendar days shall result in the assessing of liquidated damages according to [GENERAL PROVISIONS](#).

### **3.24. LAYING OUT WORK**

Contractor shall locate all general reference points and take such action as necessary to prevent their destruction. Contractor shall lay out their own work and be responsible for all lines, elevations, and measurements of the building, grading, utilities, and other work executed under this Contract. Contractor shall exercise proper precaution to verify figures shown on the drawing before laying out work and will be responsible for any error resulting from failure to exercise such precautions.

### **3.25. HOURS OF WORK**

The Project Manager and the Inspection Division are available from 7:00 a.m. to 12:00 p.m. and 1:00 p.m. to 4:00 p.m., Monday through Friday, excluding holidays. Any work done outside of these hours must be approved by the Project Manager.

### **3.26. MOBILIZATION**

This item shall consist of mobilizing of personnel, equipment, and supplies to the project site in preparation for work on the project. Item shall include all costs incurred which must be performed prior to beginning the other items.

Partial payments for mobilization will be made each month as the work progresses. These payments will be made as follows:

- A. When ten percent (10%) of the project bid amount is earned, fifty percent (50%) of the amount bid for mobilization will be paid.
- B. When fifty percent (50%) of the project bid amount is earned, one hundred percent (100%) of the amount bid for mobilization will be paid.
- C. The sum of all payments shall not exceed the original amount bid for the item, regardless of the fact that Contractor may have, for any reason, shut down the work on the project or moved equipment away and then back again.

Note: Payments for materials on hand will be included as a percent of original project bid amount earned until said materials have been incorporated into the work and accepted and paid for by the City.

### 3.27. PROTECTION OF CONCRETE FROM TRAFFIC AND VANDALISM

All concrete shall be protected from traffic for a period of fourteen (14) days, or as directed by the Project Manager. The Contractor shall provide necessary supervision and/or barriers to protect all concrete from traffic or vandalism. Any concrete damaged by traffic and/or vandalism will be rejected. Replacement of damaged concrete shall be paid for entirely by the Contractor.

### 3.28. ASPHALT AND CONCRETE REMOVAL

Concrete shall be removed to the lines and grades established by the Project Manager. Any removal outside those lines and grades not approved by the Project Manager, will not be paid for by the City. Contractor shall properly dispose of all removed items from the construction site.

Saw cutting to remove concrete to a neat line shall not be paid for separately but shall be included in the cost of the asphalt and concrete removal bid item.

### 3.29. EROSION AND SEDIMENT CONTROL

Contractor shall submit and comply with, an Erosion and Sediment Control Plan. This plan is considered incidental to the construction and shall not be paid for separately. Contractor shall take this into consideration in preparing their bid.

To comply with current state and federal permit regulations the City must meet minimum requirements for all construction sites less than one (1) acre to provide necessary Best Management Practices (BMPs) and prevent illicit discharges from the site. The minimum requirements which the Contractor must provide and comply with are as follows:

- A. Provide an Erosion and Sediment Control Plan that shall include the minimum following items:
  - 1. Stockpile BMPs protection.
  - 2. Concrete washout BMPs.
  - 3. Vehicle tracking control BMPs.
  - 4. Site sediment containment BMPs.
  - 5. Downstream secondary defense BMPs, if applicable.
  - 6. Any additional BMPs required due to site specific conditions.
- B. Prior to any construction, including site grading and excavation, an approved Erosion and Sediment Control Plan shall be posted on site and all required BMPs installed.
- C. Contractor shall maintain and update the Erosion and Sediment Control Plan as construction dictates. The current and correct plan shall remain on-site and be readily accessible to the City Stormwater Inspector at all times.
- D. Contractor or the Contractor's representative shall, at a minimum, inspect the site every two (2) weeks and within twenty-four (24) hours of any precipitation or snowmelt event that causes surface erosion. (i.e., that results in stormwater running across the ground).



- E. Contractor shall be responsible for maintaining all required BMPs to prevent erosion and sediment from leaving the construction site.
- F. Failure to comply with the requirements to prevent illicit discharges from the construction site is unlawful and a municipal offense which may result in the issuance of a summons and complaint to the Pueblo Municipal Court. Persons who are convicted of violating any provision of the Pueblo Municipal Code are subject to fines of up to one thousand dollars (\$1,000) and/or one (1) year imprisonment for each day the violation continues.
- G. Information regarding acceptable BMPs and proper installation can be found in the [Urban Drainage and Flood Control District \(UDFCD\) Urban Storm Drainage Criteria Manual Volume 3](#), [CDOT Erosion Control & Stormwater Quality Guide](#), and City of Pueblo approved details.

### 3.30. [PERMITS AND FEES](#)

It shall be the Contractor's responsibility to investigate and assess the requirements for all necessary environmental, drainage, and construction permits. The total cost of all permits or fees which may be required shall be included in the bid proposal. No additional payment shall be allowed for any permits or fees required to complete the project. Contractor shall comply with all conditions of the permits. City and/or other agency fines are the sole responsibility of the Contractor.

Following is a list of potential permits required for the project. Contractor shall be responsible for verifying this list and adding/obtaining any additional permits needed for the project.

- Air Quality Permit
  - Permitting Agency: Pueblo County/Colorado Department of Public Health and Environment
  - Responsibility to Obtain: Contractor
- CDPHE Stormwater Construction Permit
  - Permitting Agency: Colorado Department of Public Health and Environment
  - Responsibility to Obtain: Contractor
- Excavation Permit
  - Permitting Agency: City of Pueblo
  - Responsibility to Obtain: Contractor
- Concrete Permit
  - Permitting Agency: City of Pueblo
  - Responsibility to Obtain: Contractor
- Traffic Control Permit
  - Permitting Agency: City of Pueblo

- Responsibility to Obtain: Contractor
- Fugitive Particulate Emissions Control Plan
  - Permitting Agency: Colorado Department of Public Health and Environment
  - Responsibility to Obtain: Contractor

### 3.31. BUILDER'S RISK INSURANCE

Builder's Risk Insurance will be required for any buildings or structures on this project. The insurance shall include both existing buildings/structures and new construction. Contractor shall submit to the City proof of Builder's Risk Insurance in accordance with this value and [GENERAL PROVISIONS](#), Section CONTRACTOR'S INSURANCE (e). The Builder's Risk Policy shall provide a separate limit for the stated value of the existing building and the bid amount. The Grand Total Bid submitted must include the Contractor's cost to provide Builder's Risk Insurance as required.

The current value of Fire Station #5 located at 2401 6th Ave, Pueblo, CO 81003, is \$453,000. The Fire Station #5 was built in 1951 and is of brick veneer over concrete block walls construction.

### 3.32. Sand Trap Drain Pit

The sand trap drain pit will remain in-place and is not to be removed or damaged. Contractor shall remove existing drain line from the sand pit and replace as part of the install drain piping line item.

### 3.33. 7-inch Reinforced Concrete Slab Foundation

New slab shall slope to the floor drains and to the sand trap drain pit. Existing slab shall be removed to construction joints and shall be saw cut where required. Contractor shall replace expansion joint material at all existing locations. Slab shall not be doweled or pinned to the foundation, or the sand trap drain pit. Remove and reinstall all floor transition plates. Saw cut control joints in the slab at intervals of 10-ft in each direction and fill control joints with a polymer sealant. Seal joint between new slab and the sand trap drain pit with a polymer sealant. Concrete floor shall be finished with a smooth floor finish.

### 3.34. Place and Compact New Subgrade

Prior to placing new fill material, the contractor shall receive approval from the City inspector to proceed with backfilling. If additional stabilization or additional removal of subgrade is required, prior approval is required from the City inspector. Contractor shall place and compact new subgrade in accordance with section 7.3.12.

## 4. LABOR PROVISIONS

### 4.1. CONTRACTOR BONDS

Payment and performance bonds are required to be filed prior to issuance of Notice to Proceed. The specific requirements for such bonds are set forth in Section CONTRACT SECURITY of the [GENERAL PROVISIONS](#).

### 4.2. NONDISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS

In accordance with §1.8 of the Pueblo Municipal Code (entire Code included by reference), all contractors shall meet and comply with the following provisions which shall be contained in all municipal contracts:

- A. The Contractor 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 Contractor 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 Contractor will post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City 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 bidder 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. It is the policy of the City to provide equal opportunity in employment without regard to race, color, religion, sex, sexual orientation, ancestry, disability, age, or national origin. It is hereby deemed and declared to be for the public welfare and in the best interests of the City to require bidders and contractors furnishing and providing work, services, supplies and materials to the City under municipal contracts not to discriminate in the hiring and promoting of employees in order to further equal employment opportunities for members of minority groups and women. 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, ancestry, disability, age, or national origin. (§1.8.3 of the PMC; Ord. No. 4479, 5-22-78; Ord. No. 8453 §2, 2-27-12)
- C. Contractor will meet or comply with the letter and spirit of Chapter 8, Title 1 of the Pueblo Municipal Code (as amended) and applicable State statutes. If the municipal contract involves

construction work or the providing of supplies or materials in excess of ten thousand dollars (\$10,000.00) in the building and construction trades industry, Contractor shall have adopted and file with the City a copy of the Contractor's complying Affirmative Action Program. A complying Affirmative Action Program shall be a written affirmative action program meeting all the requirements of Chapter 60 of Title 41, Code of Federal Regulations (41 CFR, Chapter 60), including all parts and subparts thereof. This requirement applies regardless of whether Federal financial assistance has been provided for this project.

- D. In the event of Contractor's non-compliance with the requirements of Chapter 8, Title 1 of the Pueblo Municipal Code (as amended), the Contract may be cancelled, terminated, or suspended, in whole or in part, and Contractor may be declared ineligible for further contracts with the City of Pueblo.
- E. Contractor will include the provisions of the above listed paragraphs (a) through (d) in every sub-contract entered in to by Contractor to provide and furnish work, services, supplies, or materials under a City project.

#### 4.3. COMPLIANCE REVIEW

- A. The City of Pueblo shall have the power to review, upon not less than five (5) days notice, and during normal business hours, the employment practices of Contractor during the performance of every such City project, and of subcontractors during the performance of every sub-contract awarded thereunder, to obtain information relating to compliance or non-compliance with non-discrimination and equal employment requirements.
- B. When a written complaint is filed and an investigation by the City indicates that there has been a violation of this provision, or when a compliance review by the City indicates that a contractor or subcontractor has violated this provision, the City shall issue and cause to be served on said Contractor or subcontractor a Notice of Violation. Such notice shall specify the violations and shall direct the Contractor or subcontractor to respond in writing within ten (10) days to show cause why the sanctions of the provision should not be imposed. The City shall forward a copy of the Notice of Violation and the response of the Contractor or subcontractor to the City Mayor within thirty (30) days from the date of such notice.
- C. The City Mayor or authorized City representative shall review the Notice of Violation and response and shall determine whether any violations have occurred. If the City representative has determined that a violation has occurred, they may impose such sanctions as deemed appropriate, including, but not limited to, suspending or terminating the Contract involved or any portion or portions thereof, or causing to be removed from the list of eligible pre-qualified contractors the names of contractors or subcontractors found to be in noncompliance with the non-discrimination and equal employment opportunity requirements of the provision and the provision of any such contract or subcontract awarded thereunder until such time as the City is satisfied that such contractors or subcontractors are in compliance with said requirements.

Public Improvement Invitation for Bid #23-122 (CIAN20)  
Title: Fire Station #5 - Truck Bay Concrete Replacement

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#### 4.4. FEDERAL REQUIREMENTS GOVERN

Federal requirements govern. Whenever the provisions and requirements of this Chapter, or of the bidding 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)

#### 4.5. COMPLIANCE

By submitting a bid Contractor agrees to abide by the provisions herein set forth and will require any and all subcontractors to comply with said provisions.

## 5. GENERAL PROVISIONS

The provisions of this Section are of a general nature and are intended to apply to contract work of all types. Whenever any of these provisions do not apply to a specific contract, the exceptions are noted in [SPECIAL PROVISIONS](#).

### 5.1. [BIDDING AND CONTRACT EXECUTION: DEFINITIONS](#)

The following terms, as used in these Contract Documents, are respectively defined as follows:

- A. **City:** City of Pueblo, Colorado
- B. **Closing Time:** The scheduled closing time for the receipt of bids and the opening thereof.
- C. **Contractor:** The person, persons, firm, or corporation to whom the within Contract is awarded by the City and who is subject to the terms of said Contract. Also, the agents, employees, workers, or assignees of said Contractor.
- D. **Engineer:** Unless otherwise stated in the Special Provisions, Engineer shall mean the Director of Public Works of Pueblo, Colorado, or their authorized agents.
- E. **Work:** All work contemplated by the Contract Documents and Specifications including materials, labor, supervision, and use of tools necessary to complete the project in full compliance with the terms of the Contract.
- F. **Notice:** Where in any section of the Contract Document there is any provision in respect to the giving of any notice, such notice shall be deemed to have been given (as to the City) when written notice shall be delivered to the Engineer or shall have been placed in the United States Mail addressed to the Purchasing Department at the place where the bids, or proposals for the Contract were opened; (as to the Contractor) when a written notice shall be delivered to the chief representative of the Contractor at the site of the project to be constructed under the Contract or when such written notice shall have been placed in the United States mail addressed to the Contractor at the place stated in the papers prepared by them to accompany their proposal as the address of their permanent place of business; (as to the Surety) on the performance and payment bonds when a written notice is placed in the United States mails addressed to the Surety at either the home office of such Surety or when such notice is placed in the United States mails addressed to the Commissioner of Insurance of the State of Colorado.
- G. **Project:** The entire improvement proposed by the City to be constructed in whole or in part pursuant to the Contract Documents.
- H. **Subcontractor:** A person, firm, or corporation, other than the Contractor, supplying labor and materials, or labor only, on work at the site of the project, having a direct contract with the Contractor and including one who furnishes material worked to a special design according to the plans and specifications of this work, but not including one who merely furnishes material not so worked.



- I. **Surety:** The person, firm, or corporation that has executed, as surety, the Contractor's Performance and Payment Bonds.

## 5.2. BIDDING AND CONTRACT EXECUTION: SITE EXAMINATION

- A. Bidders shall inform themselves of the conditions under which the work is to be performed, concerning the site of the work, the structure of the ground, obstacles which may be encountered, availability of labor and all other relevant matters concerning the work to be performed. Where soil reports or test boring logs indicating underground conditions are provided or shown on the plans, such information shall be considered only as indicative of conditions as observed at the time and place indicated, and the City in no way warrants the accuracy or reliability of said reports or boring logs and is not responsible for any deduction, interpretation or conclusion drawn therefrom by the Contractor. Contractor acknowledges that the City shall not be held responsible for any variance in conditions or unforeseen conditions encountered at the time of actual construction. It shall be the responsibility of the Contractor to satisfy themselves by such methods as they deem necessary prior to the letting as to underground conditions, structures, and obstacles to be encountered.
- B. The Contractor to whom a contract is awarded will not be allowed any extra compensation by reason of any matter or thing concerning which they might fully have informed themselves, prior to the bidding. Misunderstanding as to the amount of work, availability of materials or labor shall be no cause for failure to enter into the Contract or to perform the same.
- C. The successful Contractor will be required to employ, so far as possible, such methods and means in the carrying out of their work as will not cause any interruption or interference with any other Contractor.

## 5.3. BIDDING AND CONTRACT EXECUTION: SPECIFICATION REQUIREMENTS

- A. The bidder is expected to base their bid on materials and equipment complying fully with the plans and specifications, and in the event they name in their bid, materials or equipment which do not conform, they will be responsible for furnishing materials and equipment which fully conform at no change in their bid price.
- B. Before submitting a bid, each Contractor should read the complete specifications and plans, including all related documents contained herein, all of which contain provisions applicable not only to the successful bidder, but also to their subcontractors.

## 5.4. BIDDING AND CONTRACT EXECUTION: SUSPENSION AND DEBARMENT

- A. Bidder acknowledges that as of the solicitation submittal date, neither the Contractor, nor its subcontractor(s), is (a) 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 (b) indicted, convicted or had a Judgment rendered against the Contractor, 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 Contractor, or its subcontractor(s), from contracting with the City of Pueblo, Federal or State government, or any agency or instrumentality thereof.

#### 5.5. BIDDING AND CONTRACT EXECUTION: STATEMENT OF BIDDER'S PLANT AND FINANCIAL CONDITION

- A. Each bidder shall be prepared to submit the following data within seven (7) days upon demand of the Purchasing Agent.
  1. A statement that the bidder maintains a permanent place of business and address thereof;
  2. A statement of the equipment which the bidder proposes to use on the project, together with a statement identifying that equipment previously mentioned which the bidder owns and that which bidder does not own, but is certain they will be able to rent or otherwise procure for use on the project;
  3. A financial statement, duly sworn to and in form approved by the City, listing assets and liabilities;
  4. Statement listing projects of similar nature which the bidder has constructed or in the construction of which the bidder was actively engaged in a responsible capacity;
  5. A statement that the bidder: (i) is not presently debarred or suspended by the Colorado State purchasing director or the head of any Colorado purchasing agency, (ii) is not listed on any federal government list of debarments, suspensions or voluntary exclusions, including but not limited to, the List of Parties Excluded From Federal Procurement or Nonprocurement Programs maintained by the General Services Administration, and (iii) neither bidder nor any person or firm who has an interest in bidder's firm is a person or firm ineligible to be awarded a federal government contract by virtue of any provision of federal law. In the event bidder cannot truthfully make the required statement, bidder shall furnish a detailed statement indicating the reasons therefore.
- B. By submitting a bid, bidder authorizes the City to obtain information concerning bidder's performance on other projects it has performed during the prior five (5) years, including those listed by bidder and those not listed which City may become aware of. The bidder 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 bidder's performance on prior projects. In order to effectuate the intent of this clause, bidder may be required by City to execute information release authorization forms.

- C. Any bidder may be required by the City to submit additional data to satisfy the City that such bidder is prepared to fulfill the Contract if it is awarded to them.
- D. The failure of bidder to furnish any information which is or may be required to be furnished under this section shall be grounds for determining bidder not responsible.

#### 5.6. BIDDING AND CONTRACT EXECUTION: CONDITIONS IN A BIDDER'S PROPOSAL

A bidder shall not stipulate in their proposal any conditions not contained in the Contract Documents.

#### 5.7. BIDDING AND CONTRACT EXECUTION: QUANTITIES

Bidders must satisfy themselves by personal examination of the locations of the proposed work and by such other means as they may prefer as to the correctness of any quantities listed in the proposal and shall not after submission of their proposal, dispute or complain of such estimate, nor assert that there was any misunderstanding in regard to the nature or amount of work to be done.

#### 5.8. BIDS: DATA SHEETS

Where data sheets concerning equipment to be furnished are included in the Specification Documents as a part of the proposal, the bidder shall furnish the required information by filling in the data sheets complete in every detail. In the event that such data sheets are insufficient, or do not readily lend themselves to the correct description of the equipment, the bidder shall file with the bid additional statements setting out the necessary information. Failure to furnish such information as is required on the data sheets will be considered as grounds for rejecting the bid.

#### 5.9. BIDS: SUBMISSION AND CONSIDERATION OF BIDS

- A. All bids are to be made only on forms furnished by the City. Total bid prices are to be written both by words and by figures; in case of conflict, former will apply. Unit bids may be made by figures only. No bid will be accepted which does not contain an adequate or reasonable price for each and every item named in the bidding schedule on the Contract bid form.
- B. The City reserves the right to waive any or all informalities in bids.
- C. The City reserves the right to reject any or all bids, or any or all parts of bids
- D. A Colorado resident bidder shall be allowed a preference against a nonresident bidder to the extent authorized by, and subject to the limitations of, Articles 18 and 19 of Title 8, Colorado Revised Statutes; provided however, that this paragraph shall be suspended to the extent any such preference is inconsistent with a requirement of federal law or the terms and conditions of any grant or cooperative agreement to which the City is a party which relates to the Project.

#### 5.10. BIDS: BID SECURITY

- A. No bid will be received unless accompanied by a certified check, cashier's check, money order, bid bond or other suitable collateral, as set forth in the Contract Documents, payable to the City as a guarantee that if the bid is accepted, the bidder will execute and file the proposed Contract and bonds within ten (10) business days from the date of the award of the Contract. On failure of the successful bidder to execute the Contract and furnish bonds, they shall forfeit the deposit as agreed as liquidated damages, and the acceptance of the bid will be contingent upon the fulfillment of this requirement by the bidder.
- B. The bid security of the three lowest formal bidders for each contract may be held until the Contract is executed and approved and then returned to the bidders. The balance of bid securities submitted will be returned within seven (7) days after the opening of bids.

#### 5.11. BIDS: SIGNING OF BIDS

- A. Bids which are not signed by individuals making them should have attached thereto a power of attorney evidencing authority to sign the bid in the name of the person for whom it is signed.
- B. Bids which are signed for a co partnership should be signed by all of the co-partners or by an attorney in fact. If signed by an attorney in fact, there should be attached to the bid a power of attorney evidencing authority to sign the bid.
- C. Bids which are signed for a corporation should have the correct corporate name thereof and should be signed by the president or vice president.
- D. If bids are signed for any other legal entity, the authorization of the person signing for such legal entity should be attached to the bid.

#### 5.12. BIDS: MODIFICATION OF BIDS

Modification of bids already submitted will be permitted, provided such modification be in writing and transmitted to the Purchasing Agent of the City prior to closing time. Such modification shall not reveal the total amount of the original or revised bid.

#### 5.13. BIDS: WITHDRAWAL OF BIDS

Any bidder may withdraw their bid any time prior to the closing time, but no bid shall be withdrawn for a period of one hundred twenty (120) days after closing time. Negligence or mistake on the part of the bidder shall not constitute a right to withdraw after closing time. Any bid received after closing time will be rejected.

#### 5.14. BIDS: DUPLICATION OF BIDS

If more than one bid be offered by one party, all such bids shall be returned unopened. If duplicate bids are not discovered until after opening, such duplication shall be cause for immediate rejection of such

bids. A party who has quoted prices to a bidder is not thereby disqualified from quoting prices to other bidders, or from submitting a direct bid on their own behalf.

#### 5.15. BIDS: ALTERNATES

- A. If the bid form includes alternates, each bidder shall bid on each alternate unless otherwise directed in the Special Conditions or other Contract Documents.
- B. Each bidder must submit such special data, if any, in respect to such alternate which any section of the Contract Documents requires to be submitted with each bid.

#### 5.16. BIDS: SUPPLEMENTAL UNIT PRICES

- A. On a lump sum contract, or partial lump sum contract, the City reserves the right to reject any or all supplemental unit prices which it deems to be excessive or unreasonable.
- B. In cases where any part or all of the bidding is to be received on a unit price basis, the quantities stated are not intended to govern. The quantities stated, on which unit prices are to be invited are approximate only, and each bidder will be required to make their own estimates of amounts, and to calculate their unit price bid accordingly. Bids will be compared on the basis of the stated number of units in the proposal form. Such estimated quantities, while made from the best information available, are approximate only. Payment on the Contract will be based on actual number of units installed on the completed work. In the event of an error in the extension of prices, the unit price bid shall govern.

#### 5.17. CONTRACTS: AWARD OF CONTRACT

- A. The Contract shall be awarded to the responsible bidder submitting the lowest and most responsive bid within one hundred twenty (120) days from the date of opening of said bids. Award shall be at the sole discretion of the City.
- B. Subject to execution of the Contract by the Director of Finance certifying that a balance of appropriation exists and funds are available, the amount of money appropriated is equal to or in excess of the contract price; provided, however, that if construction is phased and subject to annual appropriation, funds only in the amount of initial appropriation are available and Contractor shall confirm availability of funds before proceeding with work exceeding initial and subsequent annual appropriations.

#### 5.18. CONTRACTS: DEFINITION OF AWARD

The Contract shall be deemed to have been awarded when formal Notice of Award shall have been duly served upon the intended awardee (i.e., the bidder to whom the City contemplates awarding the Contract) by the Purchasing Agent of the City.

#### 5.19. CONTRACTS: EXECUTION OF CONTRACTS AND BONDS

- A. The successful bidder shall enter into a written contract agreement with the City on the form attached hereto. The bidder must comply with all State and Federal Laws as to provision of

Workers' Compensation. Such contract agreement shall be subject to the Charter of Pueblo, the Code of Ordinances, City of Pueblo, and the Ordinance, if any, creating any Special Improvement District formed to carry out this project.

- B. Each contract shall be executed in one (1) original counterpart, unless instructed otherwise in Notice of Award, and there shall be executed original counterparts of the Contractor's Performance Bond and Payment Bond in equal number to the executed original counterparts of the Contract. Not less than two (2) copies of such executed documents will be retained by the City and one (1) copy will be delivered to the Contractor. The successful contractor must provide workers' compensation insurance and public liability and property damage insurance as outlined in the General Provisions of the Contract. The costs of executing the bonds and contract and insurance, including all notarial fees and expense, are to be paid by the Contractor to whom the Contract is awarded.

#### 5.20. CONTRACT: CONTRACT SECURITY

The Contractor shall furnish a good and sufficient Performance Bond and Payment Bond on the forms attached hereto each in an amount not less than the full amount of the contract price, as security for the faithful performance of the Contract and for the payment of all persons performing labor and furnishing material in connection with the work. Said bonds shall be executed by a corporate surety duly authorized to issue bonds in the State of Colorado. Said bonds shall also be complete surety for all guarantees of materials and workmanship required by any provision of the Contract Documents or the specifications. If at any time during the continuance of the Contract a Surety on either of the Contractor's bonds becomes irresponsible or insolvent the City shall have the right to require additional and sufficient sureties which the Contractor shall furnish within ten (10) days after written notice to do so.

#### 5.21. CONTRACTS: VERBAL AGREEMENTS

No verbal agreements or conversations with any agent or employee of the City, either before or after execution of the Contract, shall affect or modify any of the terms or obligations contained in any of the documents comprising said Contract.

#### 5.22. CONTRACTS: SCHEDULE OF UNIT PRICES

- A. Promptly following the execution of the Contract Documents for all lump sum contracts, the Contractor shall prepare and transmit to the Engineer two copies of an itemized breakdown showing the unit quantities of each major construction item and the corresponding unit prices. Such unit prices shall contain all costs including profit, of each item complete in place. The total cost of all the items shall equal the contract price for the project. This breakdown when approved by the Engineer, will be used primarily in determining payment due the Contractor on periodical estimates. If, in the opinion of the Engineer, any unit price submitted by the Contractor is unbalanced, a detailed breakdown of the items contained in the unit will be required.



- B. For contracts bid on a unit price basis, unit bid prices for substantially completed work will be used in determining payment due the Contractor on periodical estimates. Partially completed units may be paid for in periodical estimates.

### 5.23. SUBCONTRACTS: SUBCONTRACTORS

- A. The Contractor shall as soon as possible after the execution of the Contract, notify the City in writing of the names of the subcontractors proposed on the Contract, and shall not employ any subcontractor that the City objects to as incompetent, unfit or otherwise disqualified. Additionally, Contractor shall not employ in the work any subcontractor, nor obtain materials from any supplier, who is (1) debarred or suspended by the Colorado state purchasing director or head of any Colorado purchasing agency or (2) listed on any federal government list of debarments, suspensions or voluntary exclusions, including but not limited to, the List of Parties Excluded from Federal Procurement or Nonprocurement Programs maintained by the General Services Administration.
- B. The Contractor agrees to be fully responsible to the City for the acts or omissions of their subcontractors and of anyone employed directly or indirectly by the Contractor or subcontractors and this contract obligation shall be in addition to the liability imposed by law upon the contractor.
- C. Nothing contained in the Contract Documents shall create any contractual relationship between any subcontractor and the City.
- D. The Contractor agrees to bind every subcontractor (and every subcontractor of a subcontractor) by the terms of the General Provisions and the SPECIAL PROVISIONS of the Contract, Plans and Specifications as far as applicable to their work, unless specifically noted to the contrary in a subcontract approved in writing as adequate by the City.

### 5.24. SUBCONTRACTS: ASSIGNMENT OF CONTRACT

No assignment by the Contractor of any principal construction contract or any part thereof or of the funds to be received thereunder by the Contractor, will be recognized unless such assignment has had the written approval of the City and the Surety has been given due notice of such assignment and has furnished written consent thereto. Such written approval by the City shall not relieve the Contractor of the obligations incurred by them under the terms of this Contract. In addition to the usual recitals in assignment contracts, the following language must be set forth:

"It is agreed that the funds to be paid to the assignee under this assignment are subject to a prior lien for services rendered or materials supplied for the performance of the work called for in said contract in favor of all persons, firms or corporations."

### 5.25. SUBCONTRACTS: OTHER CONTRACTS

The City may award other contracts for additional work, at the site of the project (or other locations) and the Contractor shall fully cooperate with such other contractors and carefully fit their own work to

that provided under other contracts as may be directed by the City. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor.

#### **5.26. INDEMNITY AND INSURANCE: INDEMNITY**

The Contractor and their sureties shall indemnify, defend and save harmless the City of Pueblo and all of its officers, agents and employees from all suits, actions or claims of any character, name and description brought for or on account of any injuries or damage received or sustained by any person or persons or property, on account of any negligent act or fault of the Contractor, their agents or employees, in performance of said Contract; or on account of the failure of the Contractor to provide necessary barricades, warning lights or signs; and shall forthwith pay any judgment, with costs, which may be obtained against the City, its officers, agents or employees, growing out of such injury or damage.

#### **5.27. INDEMNITY AND INSURANCE: CONTRACTOR'S INSURANCE**

The Contractor shall not commence work under this Contract until Contractor has obtained at their own expense and without cost to the City all insurance required under this paragraph and such insurance has been approved by the City Attorney, nor shall the Contractor allow any subcontractor to commence work on their subcontract until all similar insurance required of the subcontractor has been so obtained and approved. The Contractor shall maintain such insurance until the final acceptance by the City of all construction covered by the Contract.

- A. **Commercial General Liability Insurance:** The Contractor 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 Contractor with respect to all work performed by them and all their subcontractors under the Contract, to be written on a Commercial General Liability policy form CG 00 01. 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 be endorsed naming the City of Pueblo, its agents, officers, and employees as additional insureds. To the extent that Contractor's work, or work under their direction, may require blasting, explosive conditions, or underground operations, the commercial general liability coverage shall contain no exclusion relative to blasting, explosion, collapse of building, or damage to underground property. The policy shall also provide coverage for contractual liability assumed by Contractor under the provisions of the Contract, and "Completed Operations and Projects Liability" coverage.
- B. **Comprehensive Automobile Liability Insurance:** The Contractor shall procure and maintain during the period of the Contract 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 Contractor 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 Contractor.

- C. **Workers' Compensation Insurance:** The Contractor shall procure and maintain during the period of this Contract and for such additional time as work on this project is being performed, Workers' Compensation Insurance, including Occupational Disease Provisions, fully complying with the provisions of the Workers' Compensation Act, as amended, of the State of Colorado. Such insurance shall be obtained notwithstanding that Contractor may have no employees as defined under said Act or that Contractor might otherwise avail itself of an exemption under the Act from any legal requirement to obtain such coverage. Such insurance shall cover all employees of Contractor performing work on the project irrespective of whether such employees may be shareholders, managers, partners or owners of Contractor or exempt employees under the Act. If any class of employees engaged in hazardous work under this Contract at the site of the project is not protected by the Workers' Compensation Statute, the Contractor shall provide, and similarly shall cause each subcontractor to provide, special insurance for the protection of such employees not otherwise protected. Workers' Compensation policy shall contain an endorsement waiving subrogation against the City.
- D. **Inland Marine/Installation Floater Insurance:** All tools and equipment that the Contractor has at the job site or is owned by the Contractor and/or subcontractors are the responsibility of the Contractor, respectively. Contractor shall obtain an installation floater to cover that portion of the work to be constructed, installed, altered or repaired by contractor. The installation floater policy must include coverage for the fixtures, materials, supplies, machinery and equipment used in or incidental to the construction project as well as property kept off-site or while in transit. Coverage must also include property of others in the contractor's care, custody or control including but not limited to materials paid for by City pursuant to General Provisions Section 5.63 of this contract. The City shall be named as loss payee on the policy with coverage extending through the final completion date for all materials or supplies purchased for the project. The City of Pueblo assumes no responsibility for protection, maintenance, or repair of any tools or equipment used on this project.
- E. **Builder's Risk Insurance:** When specified in [SPECIAL PROVISIONS](#), the Contractor shall secure and maintain during the period of this Contract, Builder's Risk "All Risk" Completed Value Insurance coverage (including vandalism) upon 100% of the cost of the entire project which is the subject of this Contract and including completed work, work in progress, and materials delivered to the site for incorporation therein. Such insurance shall include as additional named insureds, the City, its officers, agents and employees, and any other person with an insurable interest designated by the City as an Additional Named Insured. Such insurance may have a \$2,500 maximum deductible clause, which deductible amount shall be the responsibility of the Contractor. In the event the project site is located within the floodway or floodplain, or located within 500 feet of any lake, stream, river or other natural watercourse, the policy shall contain a flood endorsement.

- F. **Any Subcontractor Performing Work for the Contractor:** Any subcontractor performing work for the Contractor under the Contract shall provide certificates of insurance protection to the Contractor and to the City of Pueblo, Colorado, of the same type and in the same amounts as required by the Contractor.
- G. **The Insurance Coverage:** The insurance coverage enumerated in the above subparagraphs constitutes the minimum requirements and said enumeration shall in no way lessen or limit the liability of the Contractor under the terms of the Contract. The Contractor shall procure and maintain, at their own cost and expense, any additional kinds and amounts of insurance that, in their own judgement, may be necessary for their proper protection in the prosecution of the work.
- H. **Certificates of Insurance:** Certificates of Insurance for Workers' Compensation Insurance, Commercial General Liability Insurance, and Comprehensive Automobile Liability Insurance shall be filed with the City prior to the execution of the Contract. Certificates for Builder's Risk Insurance shall also be filed with the City when such insurance is required for the project. Said insurance shall not thereafter be canceled, permitted to expire, or be changed without 30 days advance written notice to the City.

#### 5.28. GUARANTEES, PATENTS, PERMITS: GUARANTEES

- A. All work shall be constructed in compliance with applicable building and construction codes and must be guaranteed for a period of two (2) years from the date of final acceptance, or for such other period as may be required in the SPECIAL PROVISIONS.
- B. In placing orders for equipment, the Contractor shall purchase same only under a written guarantee from the respective manufacturer that the equipment supplied will function satisfactorily as an integral part of the completed project in accordance with the plans and specifications. Furthermore, the Contractor shall require that the manufacturer agree in writing at the time the order for equipment is placed, that they will be responsible for the proper functioning of the equipment in cooperation with the Contractor, and that whenever necessary during the installation period or tuning up period following construction period the manufacturer will supply, without additional cost to the City, such superintendence and mechanical labor and any additional parts and labor needed to make the equipment function satisfactorily, even if same was not shown on approved shop drawings.
- C. The provisions of this section concerning guarantee by Contractor shall be construed in a manner consistent with the requirements and limitations of 23 CFR § 635.413.

#### 5.29. GUARANTEES, PATENTS, PERMITS: PERMITS, SURVEYS, AND COMPLIANCE WITH LAWS

- A. Except as may otherwise be indicated in the Contract Documents, the Contractor shall procure at their own expense all permits, licenses, and bonds necessary for the prosecution of their

work, and/or required by Municipal, State, and Federal regulations and laws, including, but not limited to, permits for transportation of materials and equipment, blasting, environmental permits, and any other permit required for the project or Contractor's operations, regardless of whether the necessity for such permit is disclosed in the plans and specifications.

- B. The City will furnish all site surveys, easements, and rights of way necessary for construction of any permanent works required in the specifications, where such work is to be done on property other than the City's.
- C. The Contractor shall give all notices, pay all fees and taxes, including City Sales and Use Taxes, and comply with all Federal, State and Municipal laws, ordinances, rules, and regulations and building and construction codes bearing on the conduct of the work. This Contract as to all matters not particularly referred to and defined herein shall notwithstanding be subject to the provisions of all pertinent ordinances of the Municipality within whose limits the work is constructed, which ordinances are hereby made part hereof with the same force and effect as if specifically set out herein.
- D. This Contract is specifically subject to the provisions of the Charter of Pueblo, all applicable portions of the 1971 Code of Ordinances of Pueblo, Colorado, and of the ordinance, resolution or order of the City Council authorizing this improvement. The aggregate payment on this Contract may not exceed the estimates of the Engineer nor the amount budgeted for the project. If the cost of the improvement to be constructed under this Contract is to be assessed upon the owners of land benefited by such improvements, upon complaint of any such landowner that the improvement is not being constructed in accordance with the Contract, the Council may consider the complaint and make such order in the premises as shall be just, and such order shall be final and conclusive.

### 5.30. GUARANTEES, PATENTS, PERMITS: DEFENSE OF CLAIMS OR SUITS BY REASON OF PATENT INFRINGEMENT

The Contractor shall pay for all royalties and patents for any patented product used by them or incorporated in the work, and shall defend all claims or suits for infringement of any patent right brought against themselves thereof; except such claims or suits arising by reason of patent infringements or unauthorized use of patented processes where such is the direct result of specification requirements (as distinguished from patented articles, apparatus, or equipment).

### 5.31. GUARANTEES, PATENTS, PERMITS: LICENSE OR ROYALTY FEES

If the project is designed so as to require or permit the use of a process or processes (as distinguished from articles, apparatus, or equipment) for which license or royalty fees will be charged, such fees for the use of such processes will be paid by the Contractor to the Patentee, Licensee or owner of such process, and bidder shall include such fees in their bid.

### 5.32. PLANS AND SPECIFICATIONS

- A. All work shall be executed in strict conformity with the plans and specifications, and the Contractor shall do no work without proper drawings and instructions.
- B. The City will furnish to the Contractor one (1) complete set of Contract Documents, including drawings. Additional copies of same or any part thereof shall be furnished at the expense of the Contractor.
- C. Figured dimensions on the plans shall be taken as correct but shall be checked by the Contractor before starting construction. Any errors, omissions, or discrepancies shall be brought to the attention of the Engineer and their decision thereon shall be final. All notes on the plans shall be followed. Corrections of errors, or omissions on the drawings or specifications may be made by the Engineer when such correction is necessary for the proper execution of the work.

### 5.33. PLANS AND SPECIFICATIONS: INTENT OF CONTRACT DOCUMENTS

- A. The sections of the Contract Documents and the contract plans are complementary, and what is called for by anyone shall be binding as if called for by all. The intention of the Contract Documents is to include in the contract price the cost of all labor and materials, water, fuel, tools, plant, equipment, light, transportation, and all other expense as may be necessary for the proper execution of the work.
- B. Any work shown on the plans and not covered in the specifications or included in the specifications and not shown on the plans shall be executed by the Contractor as though shown both on the plans and included in the specifications. If the plans and specifications should be contradictory in any part, the specifications shall govern.
- C. If the Contractor, in the course of the work, finds any discrepancy between the plans and the physical layout, or any errors or omissions in plans or layout, the Contractor shall immediately so inform the Engineer, and the Engineer shall promptly verify them. Any work done after such discovery without written consent of the Engineer authorizing same shall be done at the Contractor's risk.
- D. Any minor items not specifically called for in the plans and specifications, but which are necessary to complete the work ready for use in accordance with the requirements of good practice, as determined by the Engineer, shall be included as a part of the Contractor's bid price and furnished at no additional cost to the City.
- E. In interpreting the Contract Documents, words describing materials or work which have a well known technical or trade meaning, unless otherwise specifically defined in the Contract Documents, shall be constructed in accordance with such well known meaning recognized by architects, engineers, and the trade.



### 5.34. PLANS AND SPECIFICATIONS: INTERPRETATION OF CONTRACT DOCUMENTS

If any person contemplating submitting a bid for this Contract is in doubt as to the true meaning of any part of the plans, specifications, or other contract documents, they may submit to the Engineer a written request for an interpretation thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation of the documents will be made only prior to closing time and by written addendum duly issued or delivered to each person receiving a set of such documents. The City will not be responsible for any other explanations or interpretations of the documents.

### 5.35. PLANS AND SPECIFICATIONS: STANDARD MANUFACTURER

Wherever the terms "standard", "recognized" or "reputable" manufacturer are used, they shall be construed as meaning manufacturers who have been engaged in the business of fabricating materials, equipment, or supplies of the nature called for by the specifications for a reasonable period of time prior to the date set for opening of bids, and who can demonstrate to the satisfaction of the City that said manufacturer has successfully installed equipment, materials, or supplies of the type proposed to be furnished in at least three instances and that the performance of such materials, equipment, or supplies for a period of over twelve months prior to the date fixed for opening bids shall, prima facie, be deemed to have been engaged in such business for a reasonable length of time.

### 5.36. PLANS AND SPECIFICATIONS: "OR EQUAL" CLAUSE

Whenever in any section of the Contract Documents, plans or specifications, any article, material, or equipment is defined by describing a proprietary product, or by using the name of a manufacturer or vendor, the term "or equal" if not inserted, shall be implied. The specific article, material, or equipment mentioned shall be understood as indicating the type, function, minimum standard of design, efficiency, and quality desired and shall not be construed in such a manner as to exclude manufacturers products of comparable equality, design, and efficiency.

### 5.37. PLANS AND SPECIFICATIONS: MATERIALS AND WORKMANSHIP

- A. The Contractor shall provide and pay for all materials, labor, water, tools, equipment, light, power, heat, transportation, and other facilities necessary for the execution and completion of the Contract. Unless otherwise stipulated in the specifications, all workmanship, equipment, materials, and articles incorporated in the work covered by this Contract are to be new and of the best grade of their respective kinds for their purpose. The Contractor shall furnish to the Engineer, for their approval, the name of the manufacturer of machinery, mechanical and other equipment, which the Contractor contemplates installing, together with their performance capacities and other pertinent information.
- B. If not otherwise provided, material or work called for in this Contract shall be furnished and performed in accordance with well known established practice and standards recognized by architects, engineers, and the trade in so far as possible.
- C. When required by the specifications, or when called for by the Engineer, the Contractor shall furnish for approval full information concerning the materials or articles which the Contractor contemplates incorporating in the work. Samples of materials shall be submitted for approval

when so directed. Machinery, equipment, materials, and articles installed or used without such approval shall be at the risk of subsequent rejection. All materials and workmanship shall be guaranteed by the Contractor and Surety for a period of two (2) years from date of final acceptance, or for such period as may be required in the [SPECIAL PROVISIONS](#).

- D. No material of any kind shall be installed in the project until it has been inspected and approved by the Engineer. All material rejected shall be immediately removed from the site of the work and not again offered for inspection. Any materials or workmanship found at any time to be defective shall be remedied at once regardless of previous inspections.
- E. At any time during the course of construction of this project when in opinion of the Engineer, provisions of the plans, specifications, or contract provisions are being violated by the Contractor or their employees, the Engineer shall have the right and authority to order all construction to cease or material to be removed, until arrangements satisfactory to the Engineer are made by the Contractor for resumption of the work in compliance with the provisions of the Contract.

#### **5.38. PLANS AND SPECIFICATIONS: SHOP DRAWINGS**

- A. The Contractor, as soon as possible after approval of the source and the purchase of items of materials and equipment, shall submit to the Engineer all shop or setting drawings and schedules required for the work, including those pertaining to structural and reinforcing steel. The Contractor shall make any corrections in the drawings required by the Engineer, and resubmit same without delay.
- B. Three final copies of all shop or setting drawings shall be submitted to the Engineer, who after checking will retain two copies and return one copy to the Contractor. The Engineer's approval of shop drawings of equipment and material shall extend only to determining the conformity of such equipment and materials with the general features of the design drawings prepared by the Engineer. Shop drawings are not part of the Contract Documents and do not modify the Contract Specifications. It shall be the responsibility of the Contractor to determine the correctness of all dimensions and minor details of such equipment and materials so that when incorporated in the work correct operations will result.

#### **5.39. ENGINEER, INSPECTION, AND TESTING: AUTHORITY OF ENGINEER**

- A. The Engineer shall decide all questions which may arise as to the fulfillment of the Contract on the part of the Contractor and their decision thereon shall be final and conclusive. The Engineer shall have authority to reject all work and materials which do not conform to the Contract and to decide questions which arise in the execution of the work.
- B. If, in the opinion of the Engineer, the work being done by the Contractor is in violation in any way with the terms of the Contract, the Engineer shall forthwith notify the Contractor to cease said violation.

- C. The Engineer shall, upon presentation to them, make prompt decisions in writing on all claims of the Contractor and on all other matters relating to the execution and progress of the work or the interpretation of the Contract Documents. All such decisions of the Engineer shall be final and conclusive.
- D. The Contractor shall submit schedules which shall show the order in which the Contractor proposes to carry on the work, but the right to stipulate the order in which the Contract shall be carried out is reserved to the Engineer.
- E. In the event either City or Contractor remains dissatisfied with the final decision of the Engineer hereunder, the City or Contractor may seek judicial review thereof pursuant to Rule 106, C.R.C.P. In no event shall the Contractor slow or stop the work while a determination is pending under this section 3.51, and the City will continue to make payment in accordance with the Contract Documents except as to any amount in dispute.

#### 5.40. ENGINEER, INSPECTION, AND TESTING: TESTING OF MATERIALS

- A. Attention of the Contractor is directed to the materials tests required on this Contract. All laboratory tests shall be approved by an approved testing laboratory. The specific test requirements are set forth in the sections of these specifications which describe the materials or apparatus to be tested. The Contractor shall furnish the Quality Control materials to be tested and shall pay transportation charges and costs of testing on any samples required to be submitted to the laboratory.
- B. Where certified test reports are required to be furnished by the manufacturer, the Contractor shall furnish duplicate copies of the reports before the material will be approved for use.

#### 5.41. ENGINEER, INSPECTION, AND TESTING: STAKING WORK

- A. The Engineer will set control stakes for general layout and all necessary grade stakes for construction work. The protection and care of such stakes shall be the responsibility of the Contractor. The Contractor may, at the discretion of the Engineer, be required to pay the cost of replacing stakes which are lost or destroyed. The detail layout of structures and staking of individual items shall be done by the Contractor subject to verification by the Engineer as to compliance with the contract plans and specifications. In any case, the Contractor shall be responsible for the correctness and accuracy of the detail layout of finished structures.
- B. Any personnel engaged in the surveying work on the project by the Contractor or their subcontractors, who is judged by the Engineer to be incompetent shall be removed from the work and replaced by competent personnel.

#### 5.42. ENGINEER, INSPECTION, AND TESTING: FAILURE TO COMPLETE WORK ON TIME

In case the Contractor shall fail to fully perform and complete the work in conformity with the provisions and conditions of the Contract within the specified time limit set forth in the Bid Form or within such

further time as, in accordance with the provisions of this agreement shall be fixed or allowed for such performance and completion, the Contractor shall and will pay to the City of Pueblo for each and every day of the additional time in excess of the contract time and any granted extensions thereof, the sum given in the following schedule which said sum per calendar day is agreed upon, fixed and determined by the parties hereto. The amounts shown are considered to be liquidated damages to reimburse the City for the additional costs caused by delayed completion and in no case constitute a penalty. The amounts set forth below may be reduced or supplemented for project specific considerations as provided for in [SPECIAL PROVISIONS](#).

| ORIGINAL               | AMOUNT OF LIQUIDATED                                                        |
|------------------------|-----------------------------------------------------------------------------|
| CONTRACT AMOUNT        | DAMAGES PER DAY                                                             |
| Less than \$49,999     | \$200.00                                                                    |
| \$50,000 to \$99,999   | \$250.00                                                                    |
| \$100,000 to 249,999   | \$300.00                                                                    |
| \$250,000 to \$499,999 | \$400.00                                                                    |
| \$500,000 to \$999,999 | \$500.00                                                                    |
| \$1,000,000 and above  | \$1,000.00 plus any additional<br>amount specified in Special<br>Provisions |

5.43. [ENGINEER, INSPECTION, AND TESTING: INSPECTION](#)

- A. The Engineer and their authorized representatives shall at all times have access to the work wherever it is in preparation or progress and the Contractor shall provide proper and safe facilities for such access and for inspection.
- B. The Engineer shall have the right to reject materials and workmanship which are defective, or require their correction. Rejected workmanship shall be satisfactorily corrected and rejected materials shall be removed from the premises without charge to the City. If the Contractor does not correct such condemned work and remove rejected materials within a reasonable time fixed by written notice, the City may remove them and charge the expense to the Contractor.
- C. Should it be considered necessary or advisable by the Engineer at any time before final acceptance of the entire work to make an examination of work already completed, by removing or tearing out same, the Contractor shall on request promptly furnish all necessary facilities, labor, and materials. If such work is found to be defective in any material respect due to fault of the Contractor or their subcontractors, the Contractor shall defray all the expenses of such examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the Contract, the actual cost of labor and material necessarily involved in the examination and replacement, plus fifteen (15) percent, will be allowed the Contractor.
- D. All materials to be incorporated in the work, all labor performed, all tools, appliances, and methods used shall be subject to the inspection and approval or rejection of the Engineer.

- E. If the Engineer shall point out to the Contractor, their foreman or agent any neglect or disregard of the contract provisions, such neglect or disregard shall be remedied and further defective work shall be at once discontinued.
- F. The Contractor shall execute the work only in the presence of the Engineer or authorized inspectors, unless provision has been made for the work to proceed without complete engineering supervision or inspection. The presence of the Engineer or Inspector shall in no way relieve the Contractor of the responsibility of this Contract, or be any warrant for the furnishing of bad material or poor workmanship.
- G. The inspection and supervision of the work by the Engineer is intended to aid the Contractor in applying labor, materials, and workmanship in compliance with the contract provisions. Such inspection and supervision, however, shall not operate to release the Contractor from any of their contract obligations.

#### 5.44. CONTRACTOR'S WORKING CONDITIONS: SUPERINTENDENCE

- A. The Contractor shall give their personal superintendence to the work or have at the site of the work at all times a competent foreman, superintendent, or other representative satisfactory to the Engineer and having authority to act for the Contractor. All directions given to them shall be as binding as if delivered to the Contractor. Such directions shall be confirmed upon written request to the Engineer by the Contractor or their superintendent.
- B. In so far as it is practicable and except in the event of discharge by the Contractor or in the event of proven incompetence, the individual who has been designated to represent the Contractor shall so act and shall follow without delay instructions of the Engineer in the prosecution of the work in conformity with the Contract.

#### 5.45. CONTRACTOR'S WORKING CONDITIONS: LABOR

- A. The Contractor shall employ none but competent and skilled workers and foremen in the conduct of work on this Contract. The Contractor shall at all times enforce strict discipline and good order among their employees. The Engineer shall have the authority to order removal from the work of any Contractor's employee who refuses or neglects to observe any of the provisions of these plans or specifications, or who is incompetent, unfaithful, abusive, threatening, or disorderly in their conduct, and any such person shall not again be employed on this project without permission of the Engineer.
- B. Colorado labor shall be employed to perform the work to the extent of not less than eighty percent (80%) of each type of class of labor in the several classifications of skilled and common labor employed on this project, as required and defined in Article 17 of Title 8 of C.R.S.; provided, however that this subsection (b) shall be suspended and of no effect to the extent prohibited or inconsistent with a requirement of federal law or regulation or the terms and

conditions of any grant or cooperative agreement to which the City is a party and which concerns the Project.

- C. If required, Contractor shall comply with all of the Davis-Bacon Act. Contractor shall be responsible for educating its officers, employees, representatives, contractors, and subcontractors regarding the applicable Davis-Bacon wages to be paid on this project. Contractor shall be responsible for requesting additional classifications, if necessary, and appealing any wage decisions to the Department of Labor or other applicable governmental entity. Contractor assumes the risk of an unfavorable wage determination.

#### 5.46. CONTRACTOR'S WORKING CONDITIONS: USE OF JOB SITE AND PRIVATE LAND

- A. The Contractor shall confine their equipment, apparatus, the storage of materials and operations of their workers to limits indicated by law, ordinances, permits or directions of the City and shall not encumber the premises with their materials.
- B. The Contractor shall not load or permit any part of the structure to be loaded with a weight that will endanger its safety. The Contractor shall enforce the Engineer's instructions regarding signs, advertisements, fires, and smoke.
- C. The Contractor shall not use any vacant lot or private land as a plant site, depository for materials, or as a spoil site without the written authorization of the owner (or their agent) of the land, a copy of which authorization shall be filed with the City. The Contractor shall not interrupt, constrict, or alter established drainage ways on vacant lots or private land without first obtaining permission from the Engineer and the property owner.

#### 5.47. CONTRACTOR'S WORKING CONDITIONS: PROTECTION OF THE PUBLIC, WORK, AND PROPERTY

- A. The Contractor shall provide and maintain all necessary watchmen, barricades, red lights, and warning signs and take all necessary precautions for the protection of the public. The Contractor shall continuously maintain adequate protection of all work from damage, and shall take all reasonable precautions to protect the City's property from injury or loss arising in connection with the Contract. The Contractor shall make good any damage, injury, or loss to their work and to the property of the City, except such as may be due to errors in the Contract Documents, or caused by agents or employees of the City.
- B. The Contractor shall continuously maintain adequate protection of all their work from damage and shall protect the City's and adjacent property from injury arising from or in connection with this Contract.
- C. The Contractor will be responsible for any and all damage to property, public or private, that may be caused by their operations in the performance of this Contract, and the Contractor shall defend any suit that may be brought against themselves or the City on account of damage inflicted



by their operations, and shall pay any judgements awarded to cover such damage; provided, however, that if either party to this Contract should suffer injury or damages in any manner because of any wrongful act or neglect of the other party or of anyone employed by them, then they shall be reimbursed by the other party for such damage. Notice of pending claim for such reimbursement shall be made in writing to the party responsible within a reasonable time of the first observance of such damage, and the claim shall be filed and adjusted prior to the time of final payment.

#### 5.48. CONTRACTOR'S WORKING CONDITIONS: ACCIDENT PREVENTION

Precaution shall be exercised at all times for the protection of persons (including employees) and property. The safety provisions of applicable local ordinances, State, and Federal laws, and building and construction codes shall be observed. Machinery, equipment, and all hazards shall be guarded or eliminated in accordance with the safety provisions of the Manual of Accident Prevention in Construction, published by the Associated General Contractors of America, to the extent that such provisions are not in contravention of applicable law.

#### 5.49. CONTRACTOR'S WORKING CONDITIONS: INTERFERENCE WITH TRAFFIC

In executing the work on this project the Contractor shall not unnecessarily impede or interfere with traffic on public highways or streets. Any question as to what constitutes unnecessary interference with traffic or a hazard to traffic shall be determined by the Engineer and the Traffic Engineer of the City. The Contractor shall confer with and keep Police and Fire Departments of the City fully informed as to street or alleys which are to be closed to traffic for construction purposes. The Contractor shall be responsible for coordination of their work with all affected utilities.

#### 5.50. CONTRACTOR'S WORKING CONDITIONS: SANITARY CONVENIENCES

The Contractor shall provide and maintain at the site of the construction work at all times, suitable sanitary facilities for use of those employed on this Contract without committing any public nuisance. Pit type toilets shall be of proper design and fly tight. All toilet facilities shall be subject to the approval of the Pueblo City County Health Department.

#### 5.51. CONTRACTOR'S WORKING CONDITIONS: WORK IN BAD WEATHER

No construction work shall be done during stormy, freezing or inclement weather, except such as can be done satisfactorily, and in a manner to secure first class construction throughout, and then only subject to the permission of the Engineer.

#### 5.52. CONTRACTOR'S WORKING CONDITIONS: COMPLIANCE WITH IMMIGRATION REFORM AND CONTROL ACT OF 1986

By submitting a bid, the Contractor certifies that Contractor has complied with the United States Immigration Reform and Control Act of 1986. Contractor represents and warrants that to the extent

required by said Act, all persons employed by Contractor for performance of this Contract have completed and signed Form I-9 verifying their identities and authorization for employment.

#### 5.53. CLEANUP AND FINAL COMPLETION: CLEANING UP AND FINAL INSPECTION

- A. The Contractor shall at all times keep the site of the work free from accumulations of waste materials or rubbish caused by their employees or work and at the completion of the work they shall remove all their rubbish from and about the work and all their tools, equipment, scaffolding and surplus materials and shall leave their work clean and ready to use. In case of dispute, the City may remove the rubbish and surplus materials and charge the cost to the Contractor. This requirement shall not apply to property used for permanent disposal of rubbish or waste materials in accordance with permission of such disposal granted to the Contractor by the City therefore.
- B. All sewers, conduits, pipes and appurtenances and all tanks, pump wells, chambers, buildings, and other structures shall be kept clean during construction; and as the work or any part thereof approaches completion, the Contractor shall systematically and thoroughly clean and make any needed repairs to them. The Contractor shall furnish at their own expense, suitable tools and labor for removing all water and cleaning out all dirt, mortar, and foreign substances. Any undue leakage of water into the structures such as to make the work, in the opinion of the Engineer, fall short of first class work, shall be promptly corrected by the Contractor at their own expense. Cleaning and repairs shall be arranged, so far as practical, to be completed upon finishing the construction work. Notice to begin the final cleaning, and repairing, if such is needed, will be given by the Engineer, who at the same time will make their final inspection of the work. The Engineer will not approve the final estimate of any portion of the work until after the final inspection is made and the work found satisfactory.

#### 5.54. CLEANUP AND FINAL COMPLETION: CUTTING AND PATCHING

- A. The Contractor shall do all cutting, fitting or patching of their work that may be required to make its several parts fit together or to receive the work of other contractors shown upon, or reasonably implied by, the plans and specifications of the completed project.
- B. Any cost caused by defective or ill timed work shall be borne by the party responsible therefore.
- C. The Contractor shall not endanger any work by cutting, digging or otherwise, and shall not cut or alter the work of any other contractor without the consent of the Engineer.

#### 5.55. CLEANUP AND FINAL COMPLETION: FINAL TESTS

After completion of the work the Contractor shall make any and all tests required by the specifications or by municipal or state regulations, and where so provided in said regulations shall furnish the City with certificates of inspection by the municipal or state regulatory bodies. The Contractor shall also make all tests required by the National Board of Fire Underwriters for the purpose of determining insurance rates or other protection of City or the Public.

#### 5.56. CLEANUP AND FINAL COMPLETION: CORRECTION OF WORK AFTER FINAL PAYMENT

Neither the final payment nor any provision in the Contract Documents shall relieve the Contractor of the responsibility for negligence or faulty materials or workmanship, whether latent or patent, within the extent and period provided by law.

#### 5.57. CLEANUP AND FINAL COMPLETION: TERMINATION FOR CAUSE

- A. In the event the Contractor shall be adjudged as bankrupt, or shall make a general assignment for the benefit of their creditors, or a receiver shall be appointed on account of their insolvency, or if they shall persistently or repeatedly refuse or should fail to supply enough properly skilled workers or proper materials, or shall fail to maintain required insurance, or shall fail to make prompt payment to subcontractors or for material or labor, or persistently disregard laws, or ordinances or the instructions of the Engineer, or otherwise be guilty of a substantial violation of any provisions of the Contract, the City may serve written notice upon the Contractor and the Surety of its intention to terminate the Contract, and unless within ten days after the serving of such notice upon the Contractor, such violation shall cease and satisfactory arrangement for correction be made, the Contract shall, upon the expiration of said ten days cease and terminate. In the event of any such termination, the City shall immediately serve notice thereof upon the Surety and the Contractor, and the Surety shall have the right to take over and perform the Contract; provided, however, that if the Surety does not commence performance thereof within thirty days from the date of the mailing to such Surety of a notice of termination, the City may take over the work and prosecute the same to completion for the account and at the expense of the Contractor, and the Contractor and their Surety shall be liable to the City for any excess cost thereby occasioned the City. If the unpaid balance of the contract price shall exceed the expense of finishing the work, including compensation for additional managerial and administrative services, such excess shall be paid to the Contractor. The expense incurred by the City herein provided, and the damages incurred through the Contractor's default, shall be determined by the Engineer whose decision thereon shall be final and conclusive.
- B. Where the Contract has been terminated by the City, said termination shall not affect or terminate any of the rights of the City as against the Contractor and their Surety then existing or which may thereafter accrue because of such default. Any retention by the City of the moneys due the Contractor under the terms of the Contract shall not release the Contractor or their Surety from liability for their default.

#### 5.58. CLEANUP AND FINAL COMPLETION: FINAL ACCEPTANCE OF THE WORK

- A. The Contract shall be deemed as having been finally accepted by the City upon authorization of final payment issued by the Engineer.
- B. Use of part of the improvement by the City before completion of the entire project is not to be construed by the Contractor as an acceptance by the City of that part so used.

#### 5.59. CLEANUP AND FINAL COMPLETION: COMMENCEMENT AND COMPLETION OF WORK

- A. The Contractor shall commence work within three (3) calendar days of the date of execution of the Contract (unless otherwise stated in the Bid Form), and complete the Contract within the number of calendar days from the date of the Notice to Proceed as stated in the Bid Form.
- B. The dates fixed for commencement and completion of the work shall be extended for a period equivalent to the time lost because of severe and unusual weather, non delivery of properly ordered materials, or other cause over which the Contractor is not responsible. The Contractor shall document reasons for requesting any such extensions in a letter to the Engineer, and the Engineer shall fix the period of extensions, if any, their decision being binding upon both parties. If satisfactory execution and completion of the Contract shall require work or materials in substantially greater amounts or quantities than those set forth in the Contract, then the contract time shall automatically be increased in the same proportions as the cost of the additional work bears to the original contracted for. No allowance will be made for delays or suspension of the prosecution of the work due to the fault of the Contractor or their subcontractors or suppliers.

#### 5.60. CLEANUP AND FINAL COMPLETION: LIQUIDATED DAMAGES

- A. In the event that the Contract has not been completed within the specified time (including any approved time extensions as described in Paragraph COMMENCEMENT AND COMPLETION OF WORK) the amounts set forth in Paragraph FAILURE TO COMPLETE WORK ON TIME will be deducted from the amount paid the Contractor, as liquidated damages.
- B. No other liquidated damages will be charged for noncompletion within the specified time unless specifically stated in the Special Provisions.

#### 5.61. CLEANUP AND FINAL COMPLETION: WAIVER OF STATUTORY LIMITATIONS AND CONDITIONS

The rights and remedies available to City under the Contract Documents, including the City's right to recover liquidated damages, are in addition to, and not limited by, any rights, remedies and limitations provided under law. By bidding upon and entering into this Contract, the Contractor specifically waives all provisions of Chapter 8 of Article 20 of Title 13, Colorado Revised Statutes including, without limitations, those relating to defects in the work under the Contract, limitation of damages and notice of claim process.

#### 5.62. MEASUREMENT AND PAYMENT: MEASUREMENT OF WORK

- A. If the bid for the work under this Contract is on a unit price basis, the actual number of units of each item of work to be constructed may be more or less than the corresponding number given in the bid form or plans, but no variation will be made in the contract unit prices on the account. No extra measurement of any kind will be allowed in measuring the units of work under this

Contract, but the actual units of work shall be considered and all lengths will be measured on the centerline of the work, whether straight or curved. The Contractor will be paid the contract price for each unit of work done, which price will include the cost of all work described in the unit specifications.

- B. The method of measurement shall be as described in that part of the specifications covering the particular units of work or materials furnished.

#### **5.63. MEASUREMENT AND PAYMENT: PAYMENTS**

- A. The Contractor shall prepare and submit to the Engineer a detailed estimate of the work performed during the preceding calendar month, and at the time of completion of the work under the Contract, the Contractor shall prepare and submit to the Engineer a detailed estimate of the work performed since the last calendar month for which the Contractor has submitted an estimate, such estimates to be used after approval as a basis for periodical and final payments. In City's sole and absolute discretion, City may require certifications of payment by any supplier, subcontractor, and materialmen of Contractor with respect to the work performed. When approved, one copy of such estimate will be returned to the Contractor.
- B. Not later than the 21st day after approval of periodic estimate and receipt of all other required payment submittals as detailed in [SPECIAL PROVISIONS](#), the City will make partial payment to the Contractor on the basis of a duly certified and approved estimate and certifications, if required, of the work performed by the Contractor during the preceding calendar month. The City, at its discretion, may include in such monthly estimates payment for materials that will eventually be incorporated in the project, provided that such material is suitably stored on the site of the project at the time of submission of the estimate for payment. Payment for materials on hand but not in place, unless otherwise provided in the Special Provisions, shall be based on the Contractor's cost of such materials stored at the job site, as evidenced by material bills and freight bills. No additional allowances will be made for handling or drayage by the Contractor's forces, nor overhead, insurance, profit, or other incidental costs. The Contractor shall, if required by the Engineer, present certified copies of receipted bills and freight bills for such materials. Such material when so paid for by the City shall become the property of the City, and in case of default on the part of the Contractor, the City may use or cause to be used by others these materials in construction of the project.
- C. The City will retain a percentage of the amount of each periodical estimate until the final completion and acceptance by the City of all work included in this Contract. Unless otherwise specified in [SPECIAL PROVISIONS](#), the percentage retained shall be 10%, except that the retainage on the periodic estimate considered to be the final estimate may be reduced by the Engineer to an amount deemed by them sufficient to complete minor work, effect minor repairs or perform minor cleanup, provided, however, that in no event may retainage be reduced to less than five percent (5%) of the original contract amount. Nothing in this section shall be

construed to limit or restrict the City's right to withhold additional amounts pursuant to Section WAIVER OF STATUTORY RETENTION LIMITS of these General Provisions.

- D. Final payment of the percentage retained by the City on the monthly periodical estimates and on the final estimate will be paid to the Contractor not more than thirty (30) days after final acceptance by the City of the work on this Contract and publication of the statutorily required Notice of Final Settlement.

#### 5.64. MEASUREMENT AND PAYMENT: WAIVER OF STATUTORY RETENTION LIMITS

Contractor acknowledges that the City will retain up to 10% of each periodical estimate as set forth in paragraph PAYMENTS (c) above. By bidding upon and entering into this Contract, the Contractor knowingly and voluntarily waives any and all right or entitlement it may have for a lesser percentage to be retained from payments pursuant to Section 24-91-103(1)(a) of the Colorado Revised Statutes.

#### 5.65. MEASUREMENT AND PAYMENT: CITY'S RIGHT TO WITHHOLD CERTAIN AMOUNTS AND MAKE APPLICATIONS THEREOF

- A. The City may withhold, in addition to retained percentages, from any payment to the Contractor, such an amount or amounts as may be necessary to cover:
1. Claims filed with the City for labor or materials furnished in connection with the work;
  2. Correction of defective work not promptly remedied by Contractor;
  3. Amounts owed to their suppliers, subcontractors, and workers;
  4. An amount sufficient to ensure completion if a reasonable basis exists to believe that the Contract cannot be completed for the balance then unpaid;
  5. Damage caused by Contractor to another contractor or public or private property;
  6. Excess cost of field engineering and inspection;
  7. City Sales and Use Tax to which the City is entitled;
  8. Liquidated damages.
- B. The City may disburse and shall have the right to act as agent for the Contractor in disbursing such funds as have been withheld pursuant to this paragraph to the party or parties who are entitled to payment therefrom. The City will render to the Contractor a proper accounting of all such funds disbursed in behalf of the Contractor.
- C. Neither the final payment nor any part of the retained percentage shall become due until 30 days after publication of Notice of Final Settlement on the Project and after the Contractor shall have delivered to the City a complete release for themselves and all materialmen and



subcontractors of all claims or liens arising out of the Contract, or receipt in full in lieu thereof. The Contractor may, however, furnish a bond, satisfactory to the City Attorney, to indemnify the City against any claim or lien. If any claim or lien remains unsatisfied after all payments are made, the Contractor and their Surety shall be liable to the City for all moneys that the latter may be compelled to pay in discharging such claim or lien, including all costs and reasonable attorney's fees.

#### 5.66. MEASUREMENT AND PAYMENT: UNCORRECTED WORK

All work performed incorrectly or of incorrect materials shall be replaced before final payment. Final payment will be withheld until such corrections have been accomplished.

#### 5.67. MEASUREMENT AND PAYMENT: CHANGE ORDERS

- A. The Engineer, in writing, may direct that changes be made in the work to be performed or the materials to be furnished pursuant to the provisions of this Contract. A written change order which causes any increase in the original contract price shall include a statement that lawful appropriations have been made sufficient to cover the costs of the change order.
- B. Adjustments, if any, in the amounts to be paid to the Contractor by reason of any such change shall be determined by one or more of the following methods:
  1. By unit prices contained in the Contractor's original bid and incorporated in this construction contract;
  2. By a supplemental schedule of prices contained in the Contractor's original bid and incorporated in this construction contract; or by schedule of unit prices approved by Engineer pursuant to GENERAL PROVISIONS, CONTRACTS: SCHEDULE OF UNIT PRICES;
  3. By an acceptable lump sum bid from the Contractor;
  4. On a cost plus limited basis not to exceed a specified limit (defined as the cost of labor, materials, and insurance plus a specified percentage of the cost of such labor, materials, and insurance; provided the specified percentage does not exceed fifteen (15) percent of the aggregate cost of such labor, materials, and insurance and shall in no event exceed a specified limit). Provided, however, that the aggregate payment of all work shall in no case exceed the estimate of the Engineer.
- C. No claims for an addition to the contract sum shall be valid unless authorized in writing as aforesaid.
- D. In cases where a lump sum bid is submitted by the Contractor in excess of \$500.00 (Five Hundred Dollars) and the Engineer considers the bid so submitted is excessive or unreasonable

for the changes or added work contemplated, the City reserves the right to request a bid for the same changed items from other contractors. If a bid for such added work is obtained from other contractors at a lesser amount, the City reserves the right to make an award for such work to another contractor unless the Contractor on this Contract agrees to do the added or changed work for the price named by the other contractor.

- E. It shall be expressly understood and hereby agreed to by the Contractor that no claim for extra work will be recognized by the City unless claim for such added work has been filed by the Contractor within ten (10) days after such alleged extra work was performed.

#### 5.68. MEASUREMENT AND PAYMENT: SIGNIFICANT CHANGES IN CHARACTER OF THE WORK

- A. The Engineer reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the Contract nor release the surety, and the Contractor agrees to perform the work as altered.
- B. If the alterations or changes in quantities significantly change the character of the work under the Contract, whether such alternations or changes are in themselves significant changes to the character of the work, or by affecting other work cause such other work to become significantly different in character, an adjustment, excluding loss of anticipated profit, will be made to the contract price. The basis for adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon for any reason what so ever, then an adjustment will be made either for or against the Contractor in such amount as the Engineer may determine to be fair and equitable.
- C. If the alterations or changes in quantities do not significantly change the character of the work to be performed under the Contract, the altered work will be paid for as provided elsewhere in the Contract.
- D. As used in this section, the term "significant change" shall be construed to apply only to the following circumstances:
  - 1. When the character of the work as altered differs substantially and materially in kind or nature from that involved or included in the original proposed construction, or
  - 2. When a major item of work is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 125 percent of original contract item quantity, or in case of a decrease below 75 percent, to the actual amount of work performed. A major item is defined to be any item having an original contract value in excess of 10 percent of the original contract amount.

Public Improvement Invitation for Bid #23-122 (CIAN20)  
Title: Fire Station #5 - Truck Bay Concrete Replacement

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#### **5.69. CONTRACTOR'S RIGHT TO TERMINATE: CONTRACTOR'S RIGHT TO STOP WORK OR TERMINATE CONTRACT**

If the work should be stopped under an order of any court, or other public authority, for a period of three (3) months, through no act or fault of the Contractor or of anyone employed by them, or if the Engineer should fail without cause to issue any estimate within thirty (30) days after it is due, then the Contractor may, upon ten (10) days written notice to the City of Pueblo, stop work or terminate the Contract and recover from the City payment for all work executed plus any loss sustained upon any plant or material plus reasonable profit and damages.

Public Improvement Invitation for Bid #23-122 (CIAN20)  
Title: Fire Station #5 - Truck Bay Concrete Replacement

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## 6. VENDOR SUBMISSIONS

The answers to following questions constitutes the Contractor's Bid Proposal.

### 6.1. BID GUARANTEE\*

To submit a bid bond - Please download the document provided below, complete, and upload.

To submit a certified check, cashier's check, or money order - **Please scan and upload a copy of your check or money order. The original check or money order must be delivered to the Purchasing Department in person or via mail by the bid submittal deadline date.**

**If sending by mail the envelope must be addressed to:**

**City of Pueblo Purchasing Department**

**230 S. Mechanic Street**

**Pueblo, CO 81003**

**The Bid Number and Name must be listed clearly on the outside of the envelope.**

- [Bid Bond.pdf](#)

\*Response required

### 6.2. CONFIRMATION OF UNDERSTANDING AND OFFER\*

Bidders are responsible for obtaining, reading, and carefully examining the entire Contract Documents package, including any Addenda, prior to submitting a bid. Confirming below will serve as the Bidder's acknowledgement of understanding and ability to comply with all requirements and conditions of this project and that all mandatory submittals are included in this bid proposal. **Confirmation must be made by an agent who is legally authorized to bind the company.**

By confirming below Bidder 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 pricing schedule.

The Contract shall be awarded to the responsible bidder submitting the lowest and most responsive bid on the basis of the Total Base Bid plus any Bid Alternates selected. Award shall be at the sole discretion of the City.

The sum of the Total Base Bid plus all Bid Alternates shall be the basis for establishing the Bid Bond amount. The sum of the Total Base Bid plus any Bid Alternates selected by the City shall be the basis for establishing the amount of the Payment and Performance Bonds for this Contract.

Quantities shown on the pricing schedule are subject to additions or reductions. The City reserves the right to adjust the required quantities as necessary. Additional quantities shall be furnished by Bidder at

Public Improvement Invitation for Bid #23-122 (CIAN20)  
 Title: Fire Station #5 - Truck Bay Concrete Replacement

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the unit price quoted. The time allowed for construction shall be adjusted in direct proportion to the difference of the adjusted quantities to the estimated quantities.

By confirming below Bidder acknowledges that they have 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. Downloaded plans/drawings must be printed as "Actual Size"; scaling is NOT correct when printed using other options. It is the Bidder's sole responsibility to ensure plans are printed correctly and to inform third-party printers of this information. The City is not responsible for bidding errors resulting from Bidder's failure to follow this requirement.

The Bidder, if awarded the Contract, agrees to complete and file the Contract Agreement and Payment and Performance Bonds within ten (10) days of the date of Notice of Award, and further agrees to complete the work within 120 calendar days from Notice to Proceed. Liquidated damages will be assessed in accordance with the GENERAL PROVISIONS.

Bidders shall not add any conditions or qualifying statements to this bid. If such items are added the bid may be declared nonresponsive and rejected.

Bidder shall be subject to all applicable City, County, State, and Federal Taxes in the performance of this Contract.

☐ Please confirm

\*Response required

### **6.3. NAME, TITLE, AND CONTACT INFORMATION\***

Enter the Name, Title, and Contact Information, **including phone number and email address**, of the person providing the Confirmation of Understanding and Offer.

\*Response required

### **6.4. ACKNOWLEDGEMENTS**

#### **6.4.1. AFFIRMATIVE ACTION PLAN REQUIREMENT:\***

In accordance with [LABOR PROVISIONS](#), Section 2: Nondiscrimination and Equal Employment Opportunity Requirements, the bidder hereby acknowledges that they have a written affirmative action plan which declares that the Contractor and its Subcontractor(s) do not discriminate on the basis of race, color, religion, creed, national origin, sex or age. Bidder further understands that the written plan must be submitted to the City of Pueblo Purchasing Department (and the applicable federal agency in the case of Federally funded projects) within ten (10) days of the award of contract.

Neither the receipt by the City of this completed form, nor of any Affirmative Action Plan submitted by any bidder, contractor, or subcontractor, shall constitute any determination by the City of the adequacy of any Affirmative Action Plan.

Please confirm your acknowledgment of the above statement:

☐ Please confirm

Public Improvement Invitation for Bid #23-122 (CIAN20)  
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\*Response required

**6.4.2. COLORADO LABOR REQUIREMENT:\***

The bidder named below hereby acknowledges understanding of the Colorado labor requirement as set forth in [GENERAL PROVISIONS](#), CONTRACTOR'S WORKING CONDITIONS: LABOR, sub-paragraph (b) and certifies that they are in compliance with this provision or will be upon award.

Please confirm your acknowledgment of the above statement:

☐ Please confirm

\*Response required

**6.4.3. SALES AND/OR USE TAX INFORMATION\***

**CITY OF PUEBLO SALES OR USE TAX –**

The Contractor and any Subcontractors shall pay all applicable City of Pueblo Sales or Use taxes. All General Contractors and Subcontractors are mandated to be licensed with the City of Pueblo Sales Tax Office. Please refer any questions on City Sales or Use Taxes to the City of Pueblo, Department of Finance. Their telephone number is (719) 553-2659.

Please note, there are NO tax-exempt projects within the City of Pueblo.

**STATE OF COLORADO SALES OR USE TAX –**

The exemption of building materials from State Sales or Use Tax in Colorado Revised Statutes applies only to the State of Colorado Sales or Use Taxes. Please refer any questions on State Taxes to the State of Colorado, Department of Revenue.

**PUEBLO COUNTY SALES OR USE TAX –**

The State of Colorado collects all sales or use tax for the County of Pueblo; therefore, any exemption allowed by the State applies to the County.

Please confirm you acknowledge the above statements:

☐ Please confirm

\*Response required

**6.5. Has/is this firm or any officer or partner of this firm:**

**6.5.1. *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

**6.5.2. *Convicted under state or federal statutes\****



Public Improvement Invitation for Bid #23-122 (CIAN20)  
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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

**6.5.3. 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

**6.5.4. 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

**6.5.5. 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

**6.5.6. Unqualified\***

Unqualified or financially unable to timely perform the work?

☐ Yes

☐ No

\*Response required

**6.5.7. Unlicensed \***

Unlicensed or unable to be duly licensed to perform the work on the date of the contract award?

☐ Yes

☐ No

Public Improvement Invitation for Bid #23-122 (CIAN20)  
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\*Response required

**6.5.8. 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

**6.5.9. Confirmation \***

By acknowledging and confirming below Bidder 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, Bidder's submittal will be rejected.

Please confirm your acknowledgment of the above statement and questions/sub-questions:

☐ Please confirm

\*Response required

Public Improvement Invitation for Bid #23-122 (CIAN20)  
 Title: Fire Station #5 - Truck Bay Concrete Replacement

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## 7. PRICING TABLE

### BASE BID

| Line Item    | Description                                          | Quantity | Unit of Measure | Unit Cost | Total |
|--------------|------------------------------------------------------|----------|-----------------|-----------|-------|
| 1            | Demo existing concrete foundation                    | 1,550    | SF              |           |       |
| 2            | Excavate unsatisfactory subgrade soils               | 180      | CY              |           |       |
| 3            | Place and compact new subgrade                       | 300      | TONS            |           |       |
| 4            | Place new 7-inch reinforced concrete slab foundation | 1,550    | SF              |           |       |
| 5            | Remove 3-inch Floor drain                            | 3        | EA              |           |       |
| 6            | Install new 3-inch Floor drain                       | 3        | EA              |           |       |
| 8            | Demo abandoned galvanized boiler piping              | 1        | LS              |           |       |
| 9            | Remove and replace 3-inch drain piping (SCH40 PVC)   | 40       | LF              |           |       |
| 10           | Remove and Replace 4-inch drain piping (SCH40 PVC)   | 60       | LF              |           |       |
| 11           | Mobilization                                         | 1        | LS              |           |       |
| <b>TOTAL</b> |                                                      |          |                 |           |       |

**NOTICE OF AWARD  
(Sample)**

City of Pueblo, Colorado

\_\_\_\_\_  
(Date)

To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Ref:   **Bid No.:**  
         **Bid Name:**

The City of Pueblo hereby accepts your bid submitted on \_\_\_\_\_ for the construction of referenced project. It appears that your bid in the amount of \$\_\_\_\_\_for \_\_\_\_\_, is fair, equitable, and in the best interest of the City.

In accordance with the terms of the Contract Documents, you are required to execute the formal Contract Agreement and furnish the required Payment and Performance bonds, within ten (10) business days from and including the date of this notice.

The Bid Guaranty submitted with your bid will be returned upon execution of the Contract Agreement and the furnishing of the Payment and Performance Bonds. In the event you should fail to execute the Contract Agreement and furnish the Payment and Performance Bonds within the time specified, said Bid Guaranty will be retained by said City as liquidated damages and not as penalty, for the delay and extra work caused thereby.

Director of Purchasing  
City of Pueblo

**CONTRACT AGREEMENT  
(Sample)**

THIS AGREEMENT made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Pueblo, a Municipal Corporation, hereinafter referred to in the Contract Documents as the “City”, and \_\_\_\_\_, hereinafter referred to in the Contract Documents as “Contractor”.

WITNESSETH, in consideration of the sum to be paid by the City to the Contractor at the time and in the manner hereinafter provided, the said Contractor has agreed, and does hereby agree, to furnish all labor, tools, equipment, and material and to pay for all such items, and to construct complete in every detail, To-Wit:

**Bid No.:**  
**Bid Name:**

At the prices bid, in accordance with the drawings and specifications, and all Contract Documents for this project which are on file and available for inspection in the office of the Director of Public Works of Pueblo, all to the satisfaction of the Director of Public Works for the City of Pueblo.

AND FOR SAID CONSIDERATION, IT IS FURTHER AGREED BY AND BETWEEN THE PARTIES TO THIS AGREEMENT AS FOLLOWS:

- 1. Construction and installation of the above enumerated work for the City shall be completed and ready for use in accordance with the time of completion described in the Contract Documents. This time shall be extended only for those periods set forth in the Contract Documents and in accordance with the requirements same.
- 2. The work and material for the project covered by the Contract Documents shall be completely installed and delivered to the City within the time above stated, clear and free from any and all liens, claims and demands of any kind.
- 3. The full compensation to be paid to the Contractor by the City, pursuant to the terms of this Contract, shall be payable as provided in the Contract Documents.
- 4. This Contract consists of the following components, parts, and documents, all of which taken together constitute and are referred to as the Contract Documents, and the same are incorporated as part of the Contract as if set out herein verbatim, whether the same have been attached hereto or not:

|                                      |                        |
|--------------------------------------|------------------------|
| Notice of Award                      |                        |
| Contract Agreement (This Instrument) |                        |
| Performance Bond                     |                        |
| Payment Bond                         |                        |
| Notice to Proceed                    |                        |
| Section I.                           | Advertisement for Bids |
| Section II.                          | Introduction           |
| Section III.                         | Special Provisions     |
| Section IV.                          | Labor Provisions       |
| Section V.                           | General Provisions     |
| Section VI.                          | Project Details        |
| Section VII.                         | Vendor Submissions     |
| Section VIII.                        | Pricing Table          |
| Appendices                           | A-C                    |

(Contract Agreement)

The ***Standard Construction Specifications and Standard Details for City of Pueblo, Colorado***, adopted April 11, 2022, are hereby included by reference and all provisions thereof shall be applicable.

5. Title XII, Chapter 2, of the 1971 Code of Ordinances, City of Pueblo, adopted by Ordinance No. 3476, and amended by Ordinance No. 4476 and 5229, shall be considered a part of this Contract.
6. Title I, Chapter 8, of the 1971 Code of Ordinances, City of Pueblo, adopted by Ordinance No. 4479, shall be considered a part of the Contract.
7. All of the covenants and agreements set forth in the Contract Documents shall inure to the benefit of and be binding upon City and Contractor and their respective heirs, legal successors and assigns and shall be governed by the laws of the State of Colorado.
8. This Contract 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 as the day and year first above written.

CONTRACTOR

By \_\_\_\_\_

Title \_\_\_\_\_

**PUEBLO, A MUNICIPAL CORPORATION**

By \_\_\_\_\_  
Director of Purchasing

ATTEST:

\_\_\_\_\_  
City Clerk

BALANCE OF APPROPRIATION EXISTS FOR  
THIS CONTRACT AND FUNDS ARE AVAILABLE:

\_\_\_\_\_  
Director of Finance

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney



**PERFORMANCE BOND  
(Sample)**

Bond Number \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS:

That we \_\_\_\_\_ a \_\_\_\_\_ hereinafter called "Principal" and

\_\_\_\_\_  
Surety

of \_\_\_\_\_, State of \_\_\_\_\_, hereinafter called the  
"Surety", are held and firmly bound unto the City of Pueblo, a Municipal Corporation, hereinafter called  
"City", in the penal sum of:

\_\_\_\_\_ Dollars (\$\_\_\_\_\_) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the City dated the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, a copy of which is hereto attached and made a part hereof for the construction of:

**Bid No.:**

**Bid Name:**

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions and agreements of said contract during the original term thereof (including all warranty periods), and any extensions thereof which may be granted by the City, with or without notice to the Surety, and if they shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the City from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the City all outlay and expense which the City may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or to the work to be performed thereunder or to the specifications accompanying the same shall in any way effect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the specifications.

PROVIDED, FURTHER, that no final settlement between the City and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

(Signature Page Follows)

(Performance Bond)

IN WITNESS WHEREOF, this instrument is executed this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Principal

ATTEST:

By \_\_\_\_\_  
Principal Secretary

By \_\_\_\_\_

Title \_\_\_\_\_

(SEAL)

\_\_\_\_\_  
(Address)

By \_\_\_\_\_  
(Witness as to Principal)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
Surety

ATTEST:

By \_\_\_\_\_  
(Surety) Attorney-In-Fact

By \_\_\_\_\_  
Attorney-In-Fact

(SEAL)

\_\_\_\_\_  
(Address)

By \_\_\_\_\_  
(Witness as to Surety)

\_\_\_\_\_  
(Address)

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is a Partnership, all partners shall execute the bond.

**PAYMENT BOND  
(Sample)**

Bond Number \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS:

That we \_\_\_\_\_ a \_\_\_\_\_ hereinafter called "Principal" and

\_\_\_\_\_  
Surety

of \_\_\_\_\_, State of \_\_\_\_\_, hereinafter called the  
"Surety", are held and firmly bound unto the City of Pueblo, a Municipal Corporation, hereinafter called  
"City", in the penal sum of:

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_)  
in lawful money of the United States, for the payment of which sum well and truly to be made, we bind  
ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these  
presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract  
with the City dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, a copy of which is hereto attached  
and made a part hereof for the construction of:

**Bid No.:**

**Bid Name:**

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and  
corporations furnishing materials for or performing labor in the prosecution of the work provided for in  
such contract, and any authorized extension or modification thereof, including all amounts due for  
materials, supplies, lubricants, oil, gasoline, rental machinery, repairs on machinery, equipment and tools,  
consumed or used in connection with the construction of such work, and all insurance premiums on said  
work, and for all labor, performed in such work whether by subcontractors or otherwise, then this  
obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change,  
extension of time, alteration, or addition to the terms of the Contract or to the work to be performed  
thereunder or to the specifications accompanying the same shall in any way effect its obligation on this  
bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the  
terms of the Contract or to the work or to the specifications.

PROVIDED, FURTHER, that no final settlement between the City and the Contractor shall abridge the right  
of any beneficiary hereunder, whose claim may be unsatisfied.

(Signature Page Follows)

(Payment Bond)

IN WITNESS WHEREOF, this instrument is executed this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

ATTEST:

\_\_\_\_\_  
Principal

By \_\_\_\_\_  
Principal Secretary

By \_\_\_\_\_

Title \_\_\_\_\_

(SEAL)

\_\_\_\_\_  
(Address)

By \_\_\_\_\_  
(Witness as to Principal)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
Surety

ATTEST:

By \_\_\_\_\_  
(Surety) Attorney-In-Fact

By \_\_\_\_\_  
Attorney-In-Fact

(SEAL)

\_\_\_\_\_  
(Address)

By \_\_\_\_\_  
(Witness as to Surety)

\_\_\_\_\_  
(Address)

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is a Partnership, all partners shall execute the bond.

**NOTICE TO PROCEED  
(Sample)**

City of Pueblo, Colorado

\_\_\_\_\_  
(Date)

To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Ref:   **Bid No.:**  
         **Bid Name:**

You are hereby authorized to proceed on \_\_\_\_\_, 20\_\_\_\_, or within three (3) consecutive calendar days with construction of above referenced project as set forth in the Contract Documents.

The Bid Bond submitted with your Bid may now be cancelled by your Surety.

Director of Public Works  
City of Pueblo



**Pueblo Regional Building Department**  
**830 N Main St. Suite 100**  
**Pueblo, CO 81003**  
**719-543-0002 fax 719-543-0062**

**[www.prbd.com](http://www.prbd.com)**

To Whom It May Concern:

The law requires that licensed contractors perform all construction work. It is a violation of the law to perform construction without a license and it is equally a violation to hire someone to perform construction unless the party hired is a licensed contractor or is on the payroll of the company hiring as an employee.

Basic license categories are General Contractor A, B, and C; Electrical Contractor, Plumbing Contractor, and HVAC Contractor A and C. In addition, there are Contractor D single trade licenses, which are the type used by the majority of sub-contractors. Those trades requiring licenses include, but are not limited to:

|                                     |                                    |
|-------------------------------------|------------------------------------|
| Awning Installation                 | Concrete                           |
| Demolition                          | Drywall                            |
| Elevators                           | Excavation                         |
| Framing                             | House Moving                       |
| Masonry                             | Ornamental Iron                    |
| Asphalt Paving                      | Roofing                            |
| Utility Cont. Fire Main             | Plumbing Lawn Sprinkler            |
| Systems                             | Utility Cont. Sewer                |
| Utility Cont. Water                 | Siding                             |
| Sign Erection                       | Stucco                             |
| Structural Steel                    | U Occupancy (garages, sheds, etc.) |
| Mechanical A Unlimited              | Mechanical C Limited (any 2 of 3)  |
| Mechanical Gas Work                 | Mechanical C Refrigeration         |
| Mechanical C Sheet Metal            | Journeyman Gas Fitter              |
| Journeyman Refrigeration            | Journeyman Sheet Metal             |
| Plumbing Swimming Pool              | Utility Cont. Sewer & Water        |
| Plumbing Water Connected appliances |                                    |

If you have any questions, feel free to contact our office 719-543-0002.





FINANCE DEPARTMENT  
P.O. BOX 1427  
PUEBLO, CO 81002

SALES TAX DIVISION  
(719) 553-2659  
FAX (719) 553-2657

TO ALL BIDDERS:

We would like to take this opportunity to welcome you to the City of Pueblo.

The City of Pueblo does not issue **tax-exempt certificates** and deems that all construction type of jobs within the city limits are subject to Sales and Use Tax at the rate of 3.7%. As of March 2015, the City mandates pre-paid Use Tax on projects over \$1M. The tax is based on 40% of total project cost.

Each and every General and/or Sub-Contractor will need to obtain licensing with the City of Pueblo. An application is available from our office or on the website listed below. Typically contractors are licensed with a Use Tax License. If the applicant is a supplier with a storefront selling material to the contractors then a Sales Tax License will be issued. In either case, the filing frequency will be determined once the application is processed. Upon completion, a license along with the returns will be mailed to the applicant. **PLEASE NOTE: if the filing period does not have a tax liability a zero return must be filed.**

The Tax Guide entitled "Construction Contractors" and FAQ's has also been attached for assistance in explaining what would be subject to tax and provides scenarios that can be helpful to the construction industry.

The website for our office can be found at [www.pueblo.us](http://www.pueblo.us), hover over "Your Government," then click on "Sales Tax" under "Economic/Community Development." There you will find the Tax Guides, City of Pueblo Ordinances in their entirety, blank forms such as a return or an application.

If further assistance is needed, please phone our office at (719) 553-2659, as our staff would be happy to assist.

# City of Pueblo, Colorado

## TAX GUIDE

### CONSTRUCTION CONTRACTORS

#### DEFINITION:

The term “construction contractor” applies to general contractors and subcontractors and includes all building constructors, highway and road constructors, electrical, plumbing, and heating constructors, excavators, and others engaged in the construction, reconstruction, expansion, alteration, repair, or wrecking of **any physical structure that is part of real estate**.

Business enterprises providing completed units of personal property to be affixed to, installed in or used in conjunction with a structure will **not** be regarded as performing work by a **contractor** if the personal property can be removed:

1. Without substantial damage to the structure, and
2. Without altering the functional use of the structure.

Business enterprises, as described above, are considered vendors who make retail sales and must charge City of Pueblo Sales Tax on these items if licensed to do so. If the vendor is not licensed to collect City of Pueblo Sales Tax or for any reason fails to do so, then the contractor must pay the tax due as Use Tax. These types of items include, but are not limited to, appliances, storm doors and windows, patio covers, carpeting, pre-fabricated swimming pools, lockers, athletic equipment, toilet partitions, movable partitions, nursery stock, sod or other similar items used in connection with a structure.

#### STATE EXEMPT PROJECTS:

The State of Colorado provides an exemption for purchases by contractors of construction and building materials that become permanently affixed to the real property when the owner of the real property is a non-profit school or a governmental, charitable, or religious entity. **Pueblo has no such exemption.**

The contractor may not avoid the payment of the Pueblo Sales or Use Tax by use of provisions in the construction agreement or by use of the name of a tax exempt entity on an invoice or purchase order as the purchaser because the contractor is deemed to be the consumer of the materials used in construction. No exemption certificate issued by the Colorado Department of Revenue, nor any other taxing authority, will be recognized as a basis for exemption from the Sales or Use Tax levied by the City of Pueblo on construction materials.

#### CONSTRUCTION MATERIALS:

All building materials purchased, used or consumed in the City of Pueblo are subject to sales or use tax, unless the materials are purchased for resale or by seller holding a valid City of Pueblo Sales Tax License.

The general contractor on a project is responsible for the City of Pueblo tax on all material used or consumed on their project, including that used by the subcontractors the general contractor employs on the job. If the subcontractor is properly licensed with the City of Pueblo Finance Department, the subcontractor will be liable for their own taxes. But **the general contractor is responsible for the taxes owed by any unlicensed subcontractor they hire.**

Caution: City of Pueblo Sales Tax paid to a vendor who is not licensed to collect Pueblo Sales Tax does not relieve the contractor of this tax liability until said tax is remitted to the City of Pueblo.

**SALES TAX:**

1. Materials delivered by a Pueblo vendor to a construction contractor at a job site or other location in Pueblo are subject to city sales tax.
2. Materials picked up inside the City of Pueblo are subject to city sales tax regardless of whether the materials are used inside or outside the city.
3. Materials delivered by a Pueblo vendor to a location outside the City of Pueblo, for use outside the city, are exempt from city sales tax.
4. There is no exemption in the sales tax ordinance for the temporary storage of construction materials in Pueblo.

**USE TAX:**

City of Pueblo use tax is due on all materials used, consumed or stored in the city on which City of Pueblo sales tax was not paid. Examples might include the following:

1. For materials purchased outside of Pueblo to be used or stored in Pueblo on which sales tax was legally paid to another municipal corporation, use tax would be due only to the extent that the Pueblo tax exceeds the amount of sales tax paid to the other municipality. Sales tax is legally paid to another municipal corporation only if delivery of the material takes place in that municipality.
2. For material purchased outside Pueblo and delivered into Pueblo either by the vendor or common carrier, the full 3.7% City of Pueblo use tax is due.
3. If for any reason a licensed vendor fails to charge City of Pueblo sales tax, the contractor as the ultimate user must pay the full use tax.

**CONSTRUCTION TOOLS & EQUIPMENT:****NEW PURCHASES:**

All purchases of tools, supplies and equipment from a Pueblo licensed vendor that are delivered inside the City of Pueblo are subject to city sales tax.

If no Pueblo sales tax was paid, the City Code imposes a use tax on the purchase of tools, supplies and equipment used or received in Pueblo. However, if sales tax was legally paid on a purchase to another Colorado municipality, Pueblo allows a credit for the rate of tax legally paid to another municipality up to the rate of Pueblo's use tax.

**USED EQUIPMENT:**

Machinery and equipment, which has been used prior to being brought into the City of Pueblo, is subject to city use tax on the actual purchase price of the equipment and is due at the time the equipment is first brought into the city. Credit is allowed for the rate of legally imposed sales and use tax previously paid to another municipality up to the rate of city use tax.

**CONSTRUCTION EQUIPMENT:**

Pueblo sales and use tax applies to the purchase or use of construction equipment (cranes, grades, backhoes, bulldozers, welders, etc) in the city. Any equipment owned by a local construction company is subject to city tax when the equipment is purchased or first brought into the City of Pueblo. Construction companies located outside the city are subject city tax when equipment is brought into Pueblo. EXCEPTION: The City of Pueblo provides a prorated use tax on construction equipment brought into the city for a period of thirty (30) consecutive days or less if the taxpayer has complied with the provisions of C.R.S. Section 29-2-109.

**MOTOR VEHICLE EXEMPTION:**

Automotive vehicles (vehicles whose primary purpose is transportation upon public streets) registered and required by law to be registered outside of Pueblo are exempt. Specifically, construction contractors' pickup trucks and over-the-highway dump trucks, which are based and maintained at a location outside of Pueblo, would not be subject to Pueblo's sales or use tax.

**RETAILER-CONTRACTOR:**

Some contractors as defined above, also may be retail merchants of building supplies or construction materials, which were purchased tax free for resale. In the performance of their own construction contracts they might remove from their own stock whatever is needed for their contract operations. Such use of tax free merchandise is subject to tax in one of the following ways:

1. On time and material type contracts for all now tax exempt entities, sales tax must be charged and remitted on the total retail price charged to the customer.
2. On lump sum contracts and all jobs for tax exempt entities, use tax must be paid based on the acquisition cost of the merchandise.

Retailer contractors must have a City of Pueblo sales tax license. No sales tax license will be issued to regular contractors. They are not retailers of tangible personal property and are deemed to be users or consumers of all articles they use.

**MANUFACTURER CONTRACTORS:**

Manufacturing is defined as "the performance as a business of an integrated series of operations which places personal property in a form, composition or character different from that in which it was acquired whether for sale or use by the manufacturer. The change in form, composition or character must result in a different product having a distinctive name, character and use."

Organizations engaged in the manufacturing of tangible personal property who also perform construction contracts (i.e., permanently affix personal property to real property) are subject to Pueblo tax on the gross value of all materials, labor and services used and employed in the manufacture of the product.

**FABRICATORS:**

Shop tasks performed on construction materials, such as cutting, welding, drilling and painting structural steel or cutting, bending and attaching sheet metal pieces into "duct work," are not regarded as "manufacturing". Thus, in such cases, fabrication labor is not part of the tax base for a contractor/fabricator.

Fabricated labor is part of the tax base when transfer of title to the fabricated item takes place after performance of the fabrication by the retailer/fabricator.

**RELATED TAX GUIDES:**

Liens, Distraints & Enforcement  
Manufacturers  
Rental & Service Charges Combined  
Special Mobil Machines & Equipment  
Use Tax

THE ABOVE INFORMATION IS A SUMMARY IN LAYMAN'S TERMS OF THE RELEVANT PUEBLO TAX LAW FOR THIS INDUSTRY OR BUSINESS SEGMENT. IT IS NOT INTENDED FOR LEGAL PURPOSES TO BE SUBSTITUTED FOR THE FULL TEXT OF THE PUEBLO MUNICIPAL CODE AND APPLICABLE RULES AND REGULATIONS.

01/18



FINANCE DEPARTMENT  
P.O. BOX 1427  
PUEBLO, CO 81002

SALES TAX DIVISION  
(719) 553-2659  
FAX (719) 553-2657

## FREQUENTLY ASKED QUESTIONS (FAQ)

Below are FAQ's about City of Pueblo licensing and tax collection.

If you would like to see the ordinances in their entirety or peruse our website, please visit [www.pueblo.us](http://www.pueblo.us) (click on "Your Government", then "Sales Tax" under "Economic/Community Development.") Once there, Tax and Licensing Ordinances **Title 9 – Licenses & Permits**, **Title 14 – Taxes & Finance**. The **Tax Guide** is also available at the Sales Tax main screen.

### FAQ's:

#### **Who has to be licensed with the City of Pueblo Sales Tax Division?**

All businesses associated with the project must be licensed to include contractors, suppliers delivering to the job site, equipment rentals, tool sales onsite to name a few. Please contact our office if you have a question whether or not licensing should be acquired. A completed application along with the \$50 annual licensing fee must be submitted to the Sales Tax Division. The license application can be downloaded from our website referenced above.

#### **Can Contractors be liable for hiring unlicensed sub-contractors when working in the City of Pueblo?**

Yes, prior to hiring a sub-contractor ensure they are licensed with the Sales Tax Division by requiring a copy of their current license. If not, the hiring contractor could be liable for taxation on the contractual agreement.

#### **I am a Labor Only Contractor do I need to be licensed?**

Yes, all businesses to include labor only must be licensed.

#### **If I believe there are no taxes owed, do I still need to file a return?**

Yes, a Zero return must be filed. If you do not file a return and no taxes are owed, a \$15 late filing fee will be enforced.

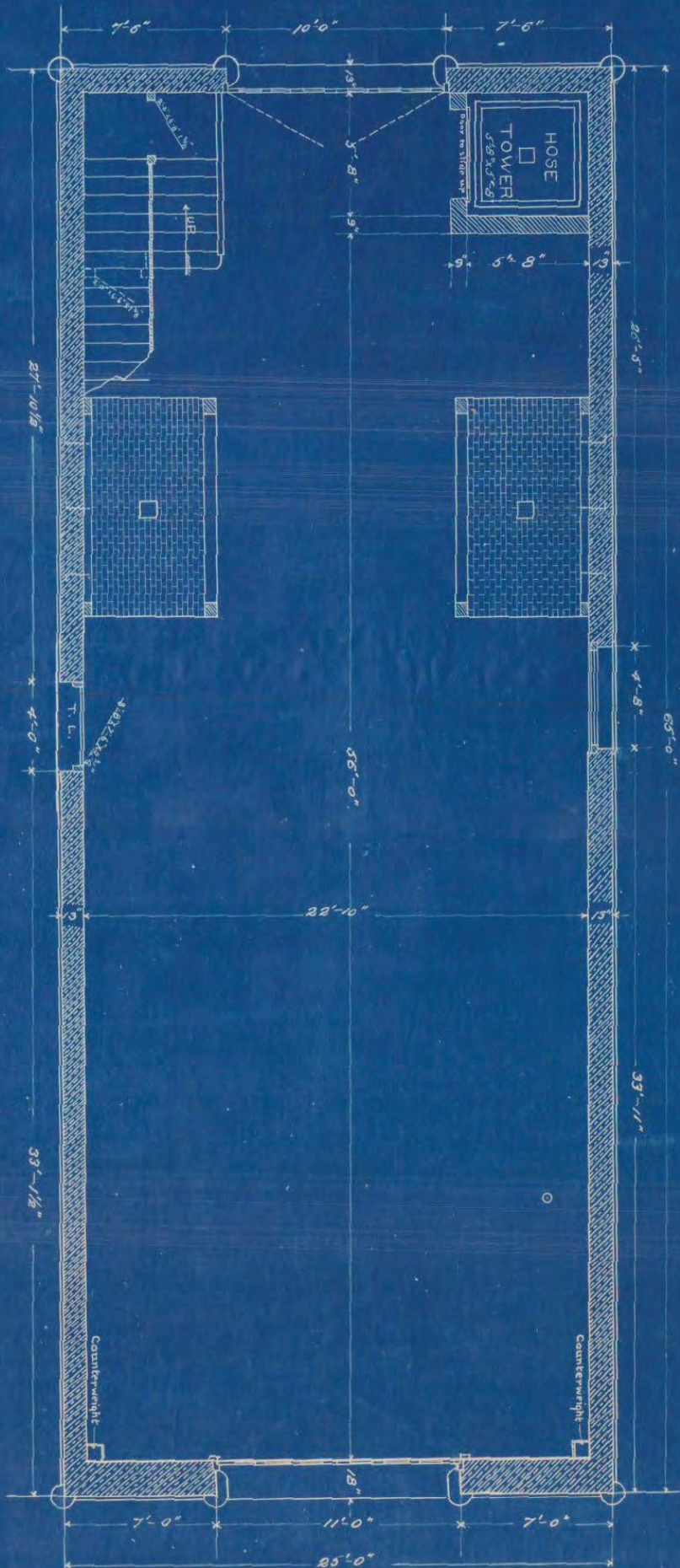
#### **If food is purchased for on the job consumption is it taxable?**

Yes, food purchased from grocery stores is only exempt for home consumption. In any other situation the food is deemed taxable. Any prepared food is also subject to taxation.

#### **Do I need to notify your office if my business closed?**

Yes, we need WRITTEN notification that your business has closed.

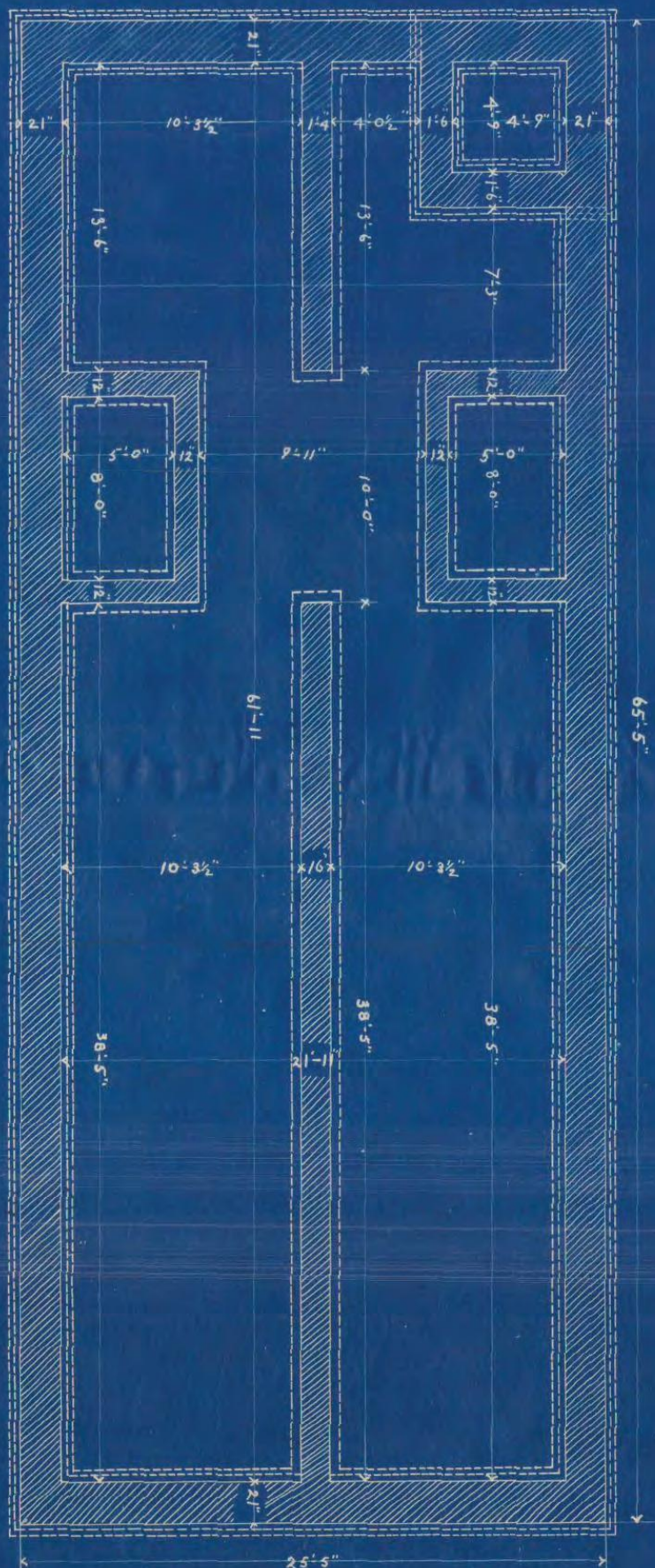




First Floor Plan.  
Scale 1/4" = 1'-0"

DUNDEE FIRE STATION,  
NO. 5.  
FRANCIS W. COOPER, ARCHITECT.  
PUEBLO COLORADO.



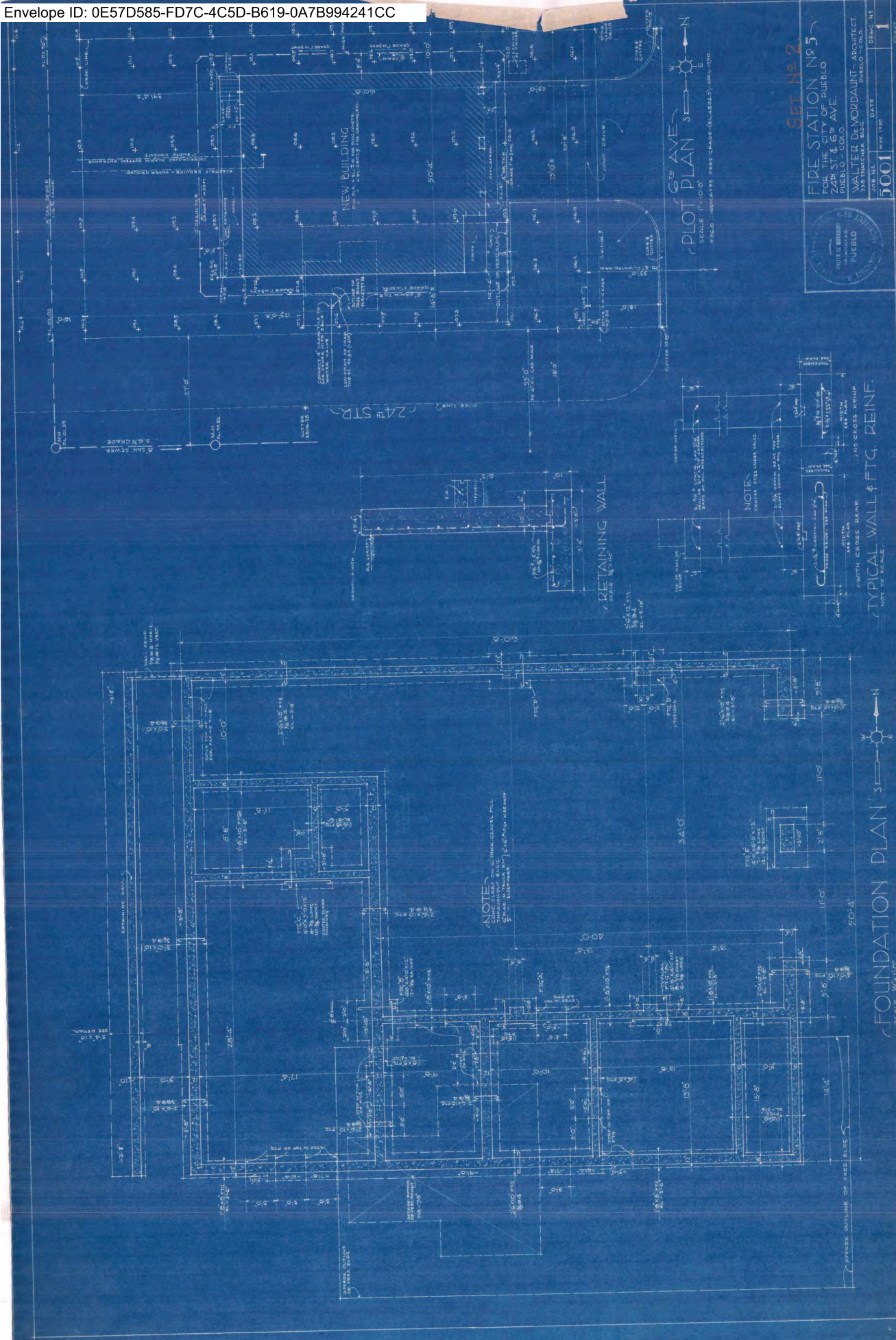


Foundation Plan  
Scale  $\frac{1}{4}" = 1'-0"$

DUNDEE FIRE STATION.  
NO. 5

FRANCIS W. COOPER, ARCHITECT.  
PUEBLO, COLORADO.





**SET NO. 2**

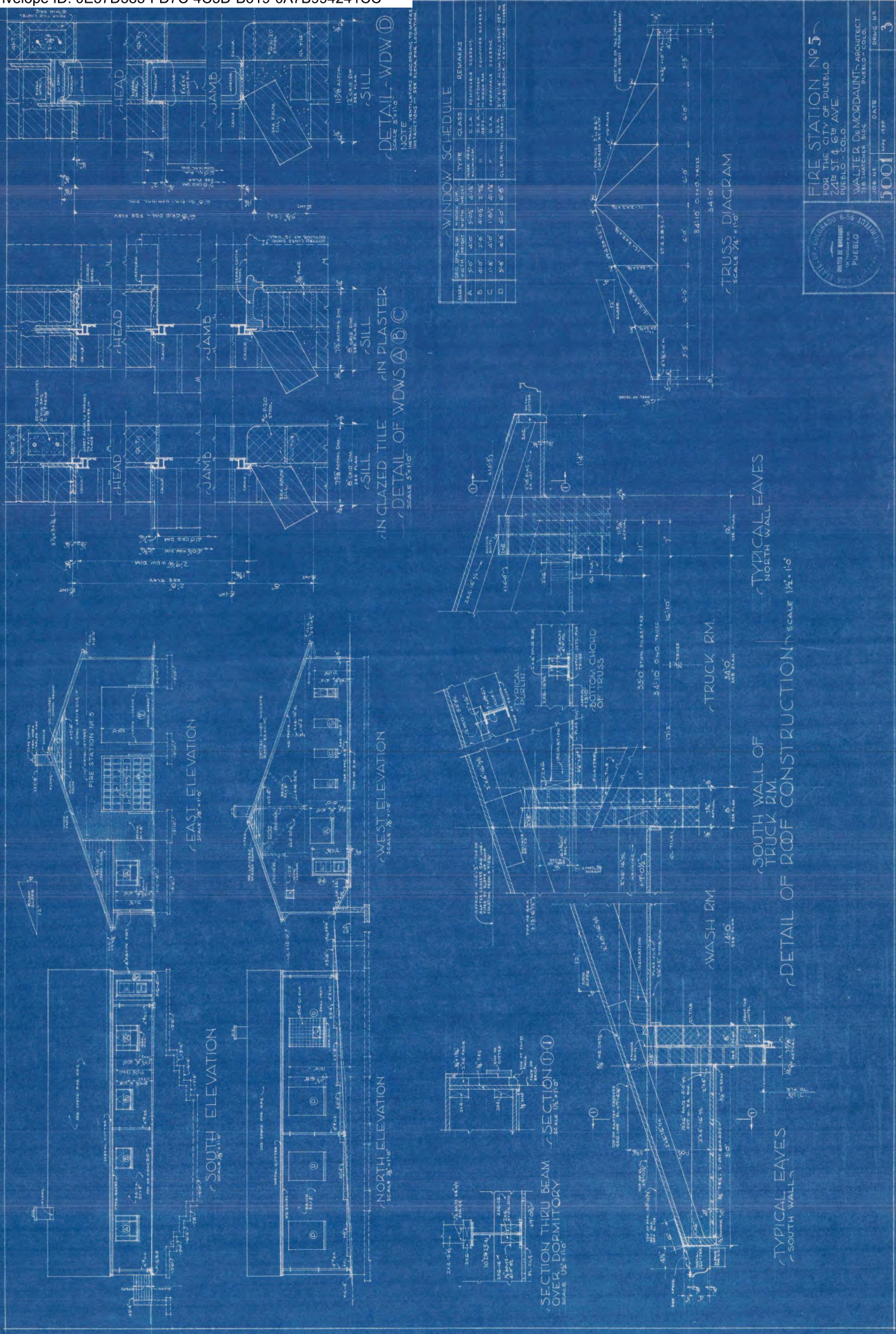
**PIPE STATION NO. 5**  
FOR THE CITY OF PUEBLO  
22ND ST & 6TH AVE.  
PUEBLO - COLO.  
WALTER DEMORDAUNT - ARCHITECT  
735 TRINCHER BLDG.  
PUEBLO - COLO.

**3001**  
DATE MAY 1905  
DRAWN BY  
CHECKED BY







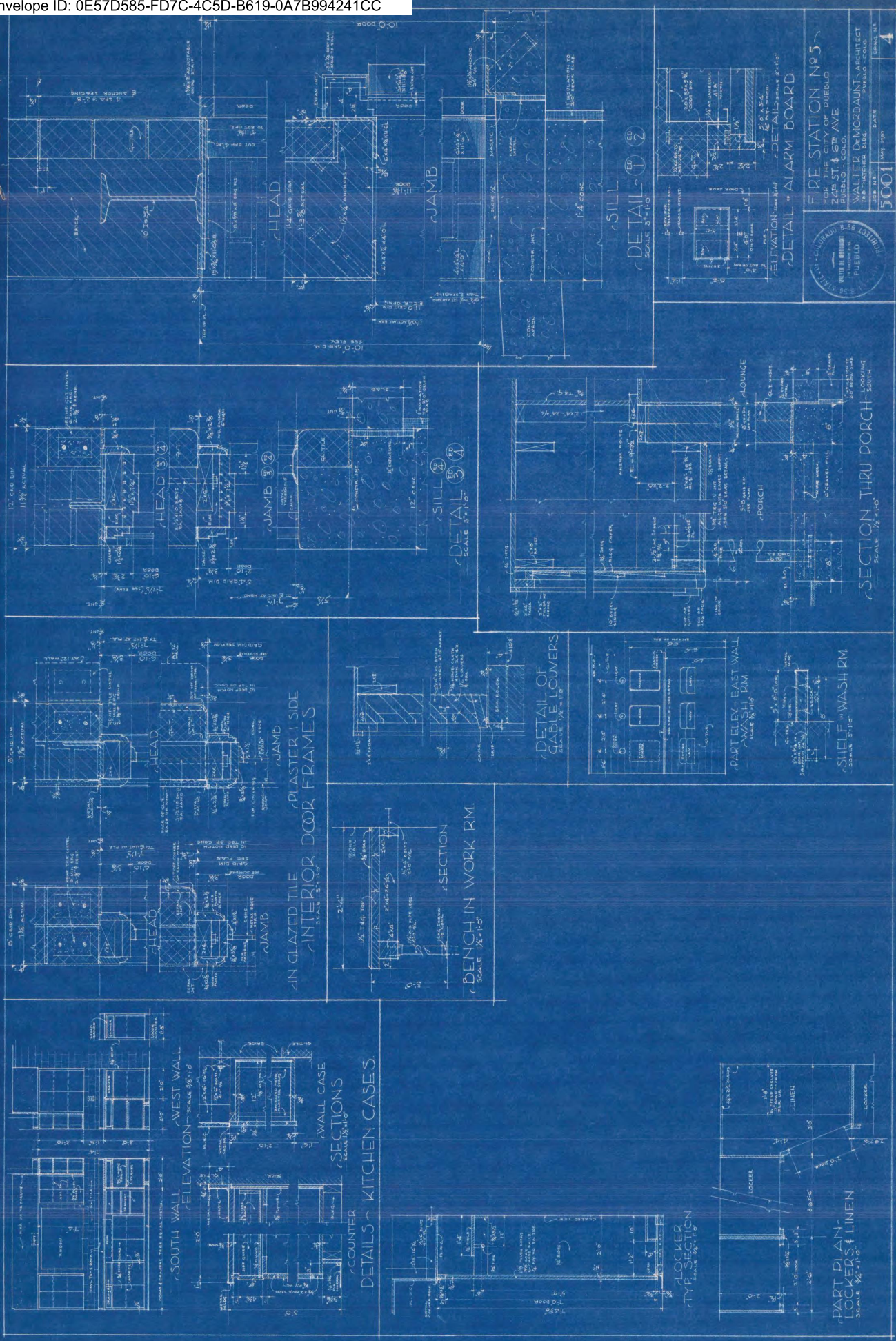


**FIRE STATION NO. 5**  
FOR THE CITY OF DUBLINO  
24th ST. & 6th AVE.  
PUEBLO, COLO.

**WALTER DEMONDANT ARCHITECT**  
319 THURCHER BLDG.  
PUEBLO, COLO.

DATE: May 1925  
JOB NO. 3001  
DRAWING NO. 3

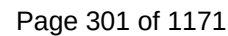












**ADDITIONAL INFORMATION**

Affirmative Action Plan

Insurance Certificate(s)

Certificate of Good Standing

Regional Building License Information

System for Award Management (SAM) Information



Bid No: 23-122 (CIAN20)

Bid Name: Fire Station #5 - Truck Bay Concrete Replacement

### **AFFIRMATIVE ACTION PLAN**

Baha Construction, Inc. does not discriminate against any employee or applicant or employment because of race, color, religion, sex, national origin, creed or age.

Baha Construction, Inc. will take affirmative action to ensure applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, national origin, creed or age. Such action shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment of 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.

Sincerely,

A handwritten signature in blue ink, appearing to read "Anthony Olguin", is written over a horizontal line.

Signature

Anthony Olguin

Printed Name

President

Title

9/25/2023

Date



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/22/2023

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).

|                                                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|-------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>PRODUCER</b><br>Higginbotham Insurance Agency, Inc.<br>3630 Sinton Rd., Suite 200<br>Colorado Springs CO 80907 | <b>CONTACT</b><br>NAME: Pat Broe<br>PHONE (A/C, No, Ext): 719-867-4513<br>FAX (A/C, No):<br>E-MAIL:<br>ADDRESS:<br><br><div style="display: flex; justify-content: space-between;"> <div> <b>INSURER(S) AFFORDING COVERAGE</b><br/> <b>INSURER A:</b> The Cincinnati Insurance Company<br/> <b>INSURER B:</b> Pinnacol Assurance<br/> <b>INSURER C:</b><br/> <b>INSURER D:</b><br/> <b>INSURER E:</b><br/> <b>INSURER F:</b> </div> <div> <b>NAIC #</b><br/> 10677<br/> 41190<br/> <br/> <br/> <br/> <br/> </div> </div> |
|-------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

License#: 2081754 BAHACON-01

|                                                                              |  |
|------------------------------------------------------------------------------|--|
| <b>INSURED</b><br>Baha Construction Inc<br>1015 W 10th St<br>Pueblo CO 81003 |  |
|------------------------------------------------------------------------------|--|

**COVERAGES****CERTIFICATE NUMBER:** 1174732585**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        | <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b><br><div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> CLAIMS-MADE<br/> <input checked="" type="checkbox"/> OCCUR<br/> <br/> GEN'L AGGREGATE LIMIT APPLIES PER:<br/> <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC<br/> OTHER: </div> <div> <input type="checkbox"/> SCHEDULED AUTOS<br/> <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY </div> </div> | Y         | Y        | EPP 0635851   | 11/17/2022              | 11/17/2023              | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000<br>MED EXP (Any one person) \$ 10,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000<br>\$ |
| A        | <input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b><br><div style="display: flex; justify-content: space-between;"> <div> <input checked="" type="checkbox"/> ANY AUTO<br/> <input type="checkbox"/> OWNED AUTOS ONLY<br/> <input checked="" type="checkbox"/> HIRED AUTOS ONLY </div> <div> <input type="checkbox"/> SCHEDULED AUTOS<br/> <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY </div> </div>                                                                                                                           | Y         | Y        | EPP 0635851   | 11/17/2022              | 11/17/2023              | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$                                                                                 |
| A        | <input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> <b>EXCESS LIAB</b><br><div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> OCCUR<br/> <input type="checkbox"/> CLAIMS-MADE<br/> DED RETENTION \$ </div> <div> <input type="checkbox"/> SCHEDULED AUTOS<br/> <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY </div> </div>                                                                                                                                  | Y         | Y        | EPP 0635851   | 11/17/2022              | 11/17/2023              | EACH OCCURRENCE \$ 5,000,000<br>AGGREGATE \$ 5,000,000<br>\$                                                                                                                                                                                    |
| B        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                                                                                                                                                                                                                                                                           | Y/N<br>Y  | N/A      | 4110015       | 12/1/2022               | 12/1/2023               | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000                                       |
| A        | Installation Floater                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |           |          | EPP 0635851   | 11/17/2022              | 11/17/2023              | Any Location 1,000,000<br>Transit 1,000,000<br>Temp Storgae 1,000,000                                                                                                                                                                           |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project: Fire Station #5 Truck bay Concrete Replacement  
If required by written contract City of Pueblo, its agents, officers, and employees are included as additional insured under the General Liability for both ongoing and completed operations. Waiver of subrogation shall apply in favor of City of Pueblo on the Workers Compensation policy.

**CERTIFICATE HOLDER****CANCELLATION**

City of Pueblo  
230 S Mechanic St  
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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# EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)  
10/13/2023

THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.

|                                                                                                                    |  |                                                                                                     |                                      |
|--------------------------------------------------------------------------------------------------------------------|--|-----------------------------------------------------------------------------------------------------|--------------------------------------|
| <b>AGENCY</b><br>SIX & GEVING, A HIGGINBOTHAM COMPANY<br>3630 SINTON RD STE 200<br>COLORADO SPRINGS, CO 80907-5077 |  | <b>PHONE (A/C, No, Ext):</b> +1 719 590 9990<br><b>COMPANY</b><br>American Zurich Insurance Company |                                      |
| <b>FAX (A/C, No):</b> +1 719 590 9992<br><b>E-MAIL ADDRESS:</b> pbroe@six-geving.com                               |  |                                                                                                     |                                      |
| <b>CODE:</b> 12320917<br><b>AGENCY CUSTOMER ID #:</b>                                                              |  | <b>SUB CODE:</b>                                                                                    |                                      |
| <b>INSURED</b><br>Baha Construction Inc<br>1015 W. 10th St.<br>Pueblo, CO 81003                                    |  | <b>LOAN NUMBER</b>                                                                                  | <b>POLICY NUMBER</b><br>BR74205555   |
|                                                                                                                    |  | <b>EFFECTIVE DATE</b><br>10/13/2023                                                                 | <b>EXPIRATION DATE</b><br>04/13/2024 |
|                                                                                                                    |  | <input type="checkbox"/> CONTINUED UNTIL<br>TERMINATED IF CHECKED                                   |                                      |
| <b>THIS REPLACES PRIOR EVIDENCE DATED:</b>                                                                         |  |                                                                                                     |                                      |

## PROPERTY INFORMATION

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>LOCATION/DESCRIPTION</b><br>2401 6th ave<br>Pueblo, CO 81003                                                                                                                                                                                                                                                                                                                                                                                                                      |
| 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 EVIDENCE OF PROPERTY INSURANCE 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. |

## COVERAGE INFORMATION

| COVERAGE / PERILS / FORMS             | AMOUNT OF INSURANCE | DEDUCTIBLE |
|---------------------------------------|---------------------|------------|
| Builders Risk Coverage Form           |                     | \$1,000    |
| Renovations and Improvements          | \$90,600            |            |
| Existing buildings or structures      | \$453,000           |            |
| All Covered Property at all Locations | \$543,600           |            |

## REMARKS (Including Special Conditions)

|  |
|--|
|  |
|--|

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

## ADDITIONAL INTEREST

|                                                                                        |                                                            |                                                        |
|----------------------------------------------------------------------------------------|------------------------------------------------------------|--------------------------------------------------------|
| <b>NAME AND ADDRESS</b><br>City of Pueblo<br>230 S Mechanic Street<br>Pueblo, CO 81003 | <input type="checkbox"/> MORTGAGEE                         | <input checked="" type="checkbox"/> ADDITIONAL INSURED |
|                                                                                        | <input type="checkbox"/> LOSS PAYEE                        |                                                        |
|                                                                                        | <b>LOAN #</b>                                              |                                                        |
|                                                                                        | <b>AUTHORIZED REPRESENTATIVE</b><br><i>Patricia C Broe</i> |                                                        |

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,

BAHA CONSTRUCTION INC

is a

Corporation

formed or registered on 05/18/2006 under the law of Colorado, 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 20061199426 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 09/06/2023 that have been posted, and by documents delivered to this office electronically through 09/11/2023 @ 07:18:47 .

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 09/11/2023 @ 07:18:47 in accordance with applicable law. This certificate is assigned Confirmation Number 15308263 .



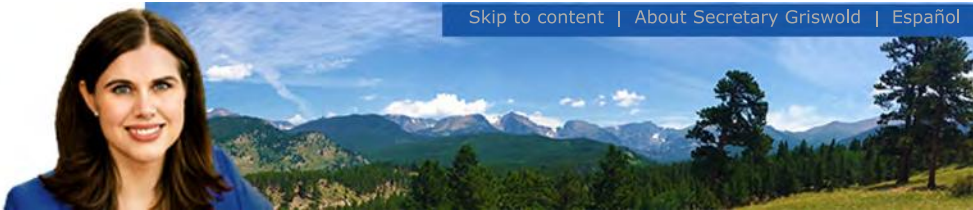
*Jena Griswold*

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."*





For this Record...

- Filing history and documents
- Get a certificate of good standing
- File a form
- Subscribe to email notification
- Unsubscribe from email notification
- Subscribe to text notification
- Unsubscribe from text notification

[Business Home](#)  
[Business Information](#)  
[Business Search](#)

[FAQs, Glossary and Information](#)

Summary

| Details                          |                                      |                |             |
|----------------------------------|--------------------------------------|----------------|-------------|
| Name                             | BAHA CONSTRUCTION INC                |                |             |
| Status                           | Good Standing                        | Formation date | 05/18/2006  |
| ID number                        | 20061199426                          | Form           | Corporation |
| Periodic report month            | May                                  | Jurisdiction   | Colorado    |
| Principal office street address  | 1015 W 10th St, Pueblo, CO 81003, US |                |             |
| Principal office mailing address | 1015 W 10th St, Pueblo, CO 81003, US |                |             |

| Registered Agent |                                              |
|------------------|----------------------------------------------|
| Name             | Anthony Olguin                               |
| Street address   | 1003 S Camino de Bravo, Pueblo, CO 81007, US |
| Mailing address  | 1015 W 10th St, Pueblo, CO 81003, US         |

- [Filing history and documents](#)
- [Get a certificate of good standing](#)
- [Get certified copies of documents](#)
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Back

New codes have been adopted as of 06/29/2023. Please click here to view current codes.

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Contractor Details

|                     |                                       |
|---------------------|---------------------------------------|
| PRBD License ID     | 0012424                               |
| Company Name        | BAHA CONSTRUCTION INC.                |
| Doing Business As   |                                       |
| Examinee            | ANTHONY OLGUIN                        |
| Address             | 1015 W. 10TH ST.<br>PUEBLO , CO 81003 |
| Phone               | 719-447-7940                          |
| Licenses            | B00 - Commercial Limited              |
| Liability Ins.      | 11/17/2023                            |
| Workman's Comp Ins. | 12/01/2023                            |
| Expiration Date     | 12/31/2023                            |

[New Search](#)

**Office Hours:** Monday-Friday 7:30 AM to 4:30 PM  
**Closed:** Dec. 26th in observance of Christmas, Jan. 2nd in observance of New Years Day, Memorial Day, July 4th, Labor Day, Thanksgiving + Friday



# BAHA CONSTRUCTION INC

**REVIEWED**

By Christina Garcia at 7:22 am, Sep 11, 2023

|                                                                                                    |                                                                                                   |                                              |
|----------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------|----------------------------------------------|
| Unique Entity ID<br><b>FLQWN9C6CZZ1</b>                                                            | CAGE / NCAGE<br><b>4LXS0</b>                                                                      | Purpose of Registration<br><b>All Awards</b> |
| Registration Status<br><b>Active Registration</b>                                                  | Expiration Date<br><b>Apr 9, 2024</b>                                                             |                                              |
| Physical Address<br><b>1015 West 10TH Street<br/>Pueblo, Colorado 81003-2029<br/>United States</b> | Mailing Address<br><b>1015 West 10TH Street<br/>Pueblo, Colorado 81003-2029<br/>United States</b> |                                              |

**Business Information**

|                                              |                                                                     |                                   |
|----------------------------------------------|---------------------------------------------------------------------|-----------------------------------|
| Doing Business as<br><b>(blank)</b>          | Division Name<br><b>(blank)</b>                                     | Division Number<br><b>(blank)</b> |
| Congressional District<br><b>Colorado 03</b> | State / Country of Incorporation<br><b>Colorado / United States</b> | URL<br><b>(blank)</b>             |

**Registration Dates**

|                                        |                                        |                                                 |
|----------------------------------------|----------------------------------------|-------------------------------------------------|
| Activation Date<br><b>Apr 12, 2023</b> | Submission Date<br><b>Apr 10, 2023</b> | Initial Registration Date<br><b>Dec 7, 2006</b> |
|----------------------------------------|----------------------------------------|-------------------------------------------------|

**Entity Dates**

|                                         |                                             |
|-----------------------------------------|---------------------------------------------|
| Entity Start Date<br><b>Mar 1, 2006</b> | Fiscal Year End Close Date<br><b>Dec 31</b> |
|-----------------------------------------|---------------------------------------------|

**Immediate Owner**

|                        |                                       |
|------------------------|---------------------------------------|
| CAGE<br><b>(blank)</b> | Legal Business Name<br><b>(blank)</b> |
|------------------------|---------------------------------------|

**Highest Level Owner**

|                        |                                       |
|------------------------|---------------------------------------|
| CAGE<br><b>(blank)</b> | Legal Business Name<br><b>(blank)</b> |
|------------------------|---------------------------------------|

**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<br><b>Corporate Entity (Not Tax Exempt)</b> | Entity Type<br><b>Business or Organization</b> | Organization Factors<br><b>Subchapter S Corporation</b> |
| Profit Structure<br><b>For Profit Organization</b>           |                                                |                                                         |

Socio-Economic Types

Minority-Owned Business  
Self Certified Small Disadvantaged Business  
DOT Certified DBE  
Hispanic American Owned

SBA Certified 8(a) Program Participant

Entrance Date: Mar 14, 2014  
Exit Date: Mar 14, 2024

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<br>Yes | Debt Subject To Offset<br>No |
| EFT Indicator<br>0000               | CAGE Code<br>4LXS0           |

Points of Contact

Electronic Business

|                                                                                                                |                                                                  |
|----------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------|
| <br>Anthony Olguin, President | 1015 West 10TH Street<br>Pueblo, Colorado 81003<br>United States |
| Mohammed Ghamdi, Vice President                                                                                | 1015 West 10TH Street<br>Pueblo, Colorado 81003<br>United States |

Government Business

|                                                                                                                  |                                                                  |
|------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------|
| <br>Anthony Olguin, President | 1015 West 10TH Street<br>Pueblo, Colorado 81003<br>United States |
| Mohammed Ghamdi, Vice President                                                                                  | 1015 West 10TH Street<br>Pueblo, Colorado 81003<br>United States |

Past Performance

|                                                                                                                  |                                                                  |
|------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------|
| <br>Anthony Olguin, President | 1015 West 10TH Street<br>Pueblo, Colorado 81003<br>United States |
| Mohammed Ghamdi, Vice President                                                                                  | 1015 West 10TH Street<br>Pueblo, Colorado 81003<br>United States |

Service Classifications

NAICS Codes

| Primary | NAICS Codes | NAICS Title                                                      |
|---------|-------------|------------------------------------------------------------------|
| Yes     | 236220      | Commercial And Institutional Building Construction               |
|         | 236118      | Residential Remodelers                                           |
|         | 236210      | Industrial Building Construction                                 |
|         | 237110      | Water And Sewer Line And Related Structures Construction         |
|         | 237310      | Highway, Street, And Bridge Construction                         |
|         | 238130      | Framing Contractors                                              |
|         | 238140      | Masonry Contractors                                              |
|         | 238160      | Roofing Contractors                                              |
|         | 238210      | Electrical Contractors And Other Wiring Installation Contractors |
|         | 238220      | Plumbing, Heating, And Air-Conditioning Contractors              |
|         | 238290      | Other Building Equipment Contractors                             |

- 238310

238320

238330

238350

238390

238910

238990

561720

561730
- Drywall And Insulation Contractors

Painting And Wall Covering Contractors

Flooring Contractors

Finish Carpentry Contractors

Other Building Finishing Contractors

Site Preparation Contractors

All Other Specialty Trade Contractors

Janitorial Services

Landscaping Services

Disaster Response

Yes, this entity appears in the disaster response registry.  
 Yes, this entity require bonding to bid on contracts.

|                           |                 |
|---------------------------|-----------------|
| Bonding Levels            | Dollars         |
| Construction Aggregate    | \$14,000,000.00 |
| Construction Per Contract | \$10,000,000.00 |

States

Colorado

New Mexico

Wyoming

Counties

(blank)

Metropolitan Statistical Areas

(blank)

**Certificate Of Completion**

Envelope Id: 0E57D585FD7C4C5DB6190A7B994241CC

Status: Completed

Subject: Complete with DocuSign: 23-122 Contract Documents Baha Construction Fire Station 5 Truck Bay Re...

Source Envelope:

Document Pages: 107

Signatures: 5

Envelope Originator:

Certificate Pages: 5

Initials: 0

Purchasing

AutoNav: Enabled

230 S Mechanic

Envelopeld Stamping: Enabled

Pueblo, CO 81003

Time Zone: (UTC-07:00) Mountain Time (US &amp; Canada)

purchasing@pueblo.us

IP Address: 208.82.107.130

**Record Tracking**

Status: Original

Holder: Purchasing

Location: DocuSign

10/16/2023 8:43:13 AM

purchasing@pueblo.us

**Signer Events****Signature****Timestamp**

Naomi Hedden

nchedden@pueblo.us

Director of Purchasing

City of Pueblo

Security Level: Email, Account Authentication  
(None)

DocuSigned by:



663514DB28C0490...

Sent: 10/16/2023 8:57:50 AM

Viewed: 10/16/2023 9:32:46 AM

Signed: 10/16/2023 9:33:00 AM

Signature Adoption: Uploaded Signature Image

Using IP Address: 208.82.107.130

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Marisa Stoller

mstoller@pueblo.us

City Clerk

Security Level: Email, Account Authentication  
(None)

DocuSigned by:



7C02EBDFFC3D43C...

Sent: 10/16/2023 9:33:02 AM

Viewed: 10/16/2023 9:50:47 AM

Signed: 10/16/2023 9:51:02 AM

Signature Adoption: Pre-selected Style

Using IP Address: 208.82.107.130

**Electronic Record and Signature Disclosure:**

Accepted: 12/3/2021 2:21:37 PM

ID: d4b20520-f52e-4781-a288-ed72c1cbf692

Alexandria Romero

aromero@pueblo.us

Security Level: Email, Account Authentication  
(None)

DocuSigned by:



CAE4752363A94D6...

Sent: 10/16/2023 9:51:05 AM

Viewed: 10/16/2023 9:54:18 AM

Signed: 10/16/2023 9:54:28 AM

Signature Adoption: Uploaded Signature Image

Using IP Address: 208.82.107.130

**Electronic Record and Signature Disclosure:**

Accepted: 10/13/2022 2:52:37 PM

ID: 193e356e-f58c-4b78-9125-7570ede65814

Robert Jagger

rjagger@pueblo.us

Security Level: Email, Account Authentication  
(None)

DocuSigned by:



502480BF6EFC4C8...

Sent: 10/16/2023 9:54:31 AM

Viewed: 10/16/2023 2:42:55 PM

Signed: 10/16/2023 2:44:55 PM

Signature Adoption: Pre-selected Style

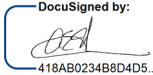
Using IP Address: 208.82.107.130

**Electronic Record and Signature Disclosure:**

Accepted: 3/14/2023 1:54:04 PM

ID: 6d0c0f5a-8d08-442a-a5ac-f847bdb3008d



| Signer Events                                                                                                                                                                                                                                                           | Signature                                                                                                                                                                                                                               | Timestamp                                                                                       |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------|
| Deborah Rivera<br>drivera@pueblo.us<br>Director of Purchasing<br>City of Pueblo<br>Security Level: Email, Account Authentication (None)<br><b>Electronic Record and Signature Disclosure:</b><br>Not Offered via DocuSign                                               | <b>Completed</b><br><br>Using IP Address: 208.82.107.130                                                                                                                                                                                | Sent: 10/16/2023 2:44:59 PM<br>Viewed: 10/24/2023 8:11:46 AM<br>Signed: 10/24/2023 8:14:35 AM   |
| Andrew Hayes<br>ahayes@pueblo.us<br>Director Public Works<br>City of Pueblo<br>Security Level: Email, Account Authentication (None)<br><b>Electronic Record and Signature Disclosure:</b><br>Accepted: 2/28/2022 1:36:31 PM<br>ID: 570dcef9-557c-416e-92be-9b71f3007907 | DocuSigned by:<br><br>418AB0234B8D4D5...<br><br>Signature Adoption: Uploaded Signature Image<br>Using IP Address: 172.59.225.57<br>Signed using mobile | Sent: 10/24/2023 8:14:38 AM<br>Viewed: 10/24/2023 11:04:59 AM<br>Signed: 10/24/2023 11:05:32 AM |
| In Person Signer Events                                                                                                                                                                                                                                                 | Signature                                                                                                                                                                                                                               | Timestamp                                                                                       |
| Editor Delivery Events                                                                                                                                                                                                                                                  | Status                                                                                                                                                                                                                                  | Timestamp                                                                                       |
| Agent Delivery Events                                                                                                                                                                                                                                                   | Status                                                                                                                                                                                                                                  | Timestamp                                                                                       |
| Intermediary Delivery Events                                                                                                                                                                                                                                            | Status                                                                                                                                                                                                                                  | Timestamp                                                                                       |
| Certified Delivery Events                                                                                                                                                                                                                                               | Status                                                                                                                                                                                                                                  | Timestamp                                                                                       |
| Carbon Copy Events                                                                                                                                                                                                                                                      | Status                                                                                                                                                                                                                                  | Timestamp                                                                                       |
| Christina Garcia<br>christinagarcia@pueblo.us<br>City of Pueblo<br>Security Level: Email, Account Authentication (None)<br><b>Electronic Record and Signature Disclosure:</b><br>Not Offered via DocuSign                                                               | <div>COPIED</div>                                                                                                                                                                                                                       | Sent: 10/24/2023 11:05:35 AM<br>Viewed: 10/24/2023 1:06:37 PM                                   |
| Clyde Bishop<br>cbishop@pueblo.us<br>Security Level: Email, Account Authentication (None)<br><b>Electronic Record and Signature Disclosure:</b><br>Not Offered via DocuSign                                                                                             | <div>COPIED</div>                                                                                                                                                                                                                       | Sent: 10/24/2023 11:05:35 AM                                                                    |
| Witness Events                                                                                                                                                                                                                                                          | Signature                                                                                                                                                                                                                               | Timestamp                                                                                       |
| Notary Events                                                                                                                                                                                                                                                           | Signature                                                                                                                                                                                                                               | Timestamp                                                                                       |
| Envelope Summary Events                                                                                                                                                                                                                                                 | Status                                                                                                                                                                                                                                  | Timestamps                                                                                      |
| Envelope Sent                                                                                                                                                                                                                                                           | Hashed/Encrypted                                                                                                                                                                                                                        | 10/16/2023 8:57:50 AM                                                                           |
| Certified Delivered                                                                                                                                                                                                                                                     | Security Checked                                                                                                                                                                                                                        | 10/24/2023 11:04:59 AM                                                                          |
| Signing Complete                                                                                                                                                                                                                                                        | Security Checked                                                                                                                                                                                                                        | 10/24/2023 11:05:32 AM                                                                          |
| Completed                                                                                                                                                                                                                                                               | Security Checked                                                                                                                                                                                                                        | 10/24/2023 11:05:35 AM                                                                          |
| Payment Events                                                                                                                                                                                                                                                          | Status                                                                                                                                                                                                                                  | Timestamps                                                                                      |
| Electronic Record and Signature Disclosure                                                                                                                                                                                                                              |                                                                                                                                                                                                                                         |                                                                                                 |

**AMENDMENT NO. 1 TO  
CONSTRUCTION CONTRACT**

This Amendment No. 1 to a construction contract ("Amendment") is executed to be effective as of August 13, 2024, by and between the City of Pueblo, a Municipal Corporation ("City") and Baha Construction, Inc., a Colorado Corporation ("Contractor").

WHEREAS, City and Contractor entered into that certain construction contract dated September 28, 2023, for Bid 23-122 (CIAN20) Fire Station #5 – Truck Bay Concrete Replacement (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, including, but not limited to, furnishing Performance and Payment Bonds in compliance with Section 5.20 of the Invitation for Bid. The Performance and Payment Bonds shall be in the total amount of \$123,959.50, which amount includes the original contract amount of \$87,650.00 and the additional contract amount of \$36,309.50 contemplated by the additional work to be performed under this Amendment. The time for completion of all work under the Construction Agreement including the additional work to be performed under this Amendment shall be increased by sixty (60) 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.

**BAHA CONSTRUCTION, INC.**

By \_\_\_\_\_  
Anthony Olguin, President

**CITY OF PUEBLO, A MUNICIPAL CORPORATION**

By \_\_\_\_\_  
Naomi Hedden, Director of Purchasing

ATTEST:

\_\_\_\_\_  
Marisa Stoller, City Clerk

BALANCE OF APPROPRIATION EXISTS FOR  
THIS CONTRACT AND FUNDS ARE AVAILABLE:

\_\_\_\_\_  
Mayor Heather Graham for Director of Finance

APPROVED AS TO FORM  
DEPARTMENT OF LAW:

\_\_\_\_\_  
Robert P. Jagger, Deputy City Attorney

**EXHIBIT 1**  
**REQUEST FOR QUOTATIONS**

Bid 23-122 (CIAN20) Fire Station #5 – Truck Bay Concrete Replacement

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 |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|---------------------------------|
| <ul style="list-style-type: none"><li>• Install two (2) new sandtraps to current building standards.</li><li>• Remove and replace Gym area at the back of the Fire Station</li><li>• Install plumbing to bring sandtraps to code and plumb drains for sink and washer.</li><li>• Demo wall to the trough and fill with concrete to make the concrete drain to the middle of the floor.</li></ul> | Lump Sum | \$36,309.50                     |

(Thirty Six Thousand Three Hundred Nine and 50/100-----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.

**BAHA CONSTRUCTION, INC.**

By: \_\_\_\_\_  
Anthony Olguin, President



**Background Paper for Proposed  
Resolution**

**COUNCIL MEETING DATE:** August 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 \$3,354.06 WITH K.R. SWERDFEGER CONSTRUCTION, INC. FOR EMERGENCY SANITARY SEWER POINT REPAIR AT 5824 MARK TWAIN LN, FOR PROJECT NO. 20-059 (WWAN03) AND APPROVING THE PURCHASING AGENT'S EXECUTION OF THE SAME.

**SUMMARY:**

This Resolution ratifies and approves the award of a construction contract to K.R. Swerdfeger Construction, Inc. for emergency sanitary sewer point repairs at 5824 Mark Twain Ln.

**PREVIOUS COUNCIL ACTION:**

None

**BACKGROUND:**

While the Wastewater Department collection crew was performing a routine inspection of sewer mains, they found a high-water level in the downstream manhole of the sewer main near 5824 Mark Twain Lane. After the water was removed from the manhole, a television crew was sent out to inspect the main and they discovered an infiltration gusher in the downstream manhole as well as infiltration around the cap of the stub-out pipe. An emergency repair was performed to repair these defects to avoid the pipes being flooded and possible sanitary sewer overflows.

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 K.R. Swerdfeger Construction, Inc. was the lowest bidder and accepted the work.

The cost breakdown for the project is as follows:

|                     |                                                  |         |      |
|---------------------|--------------------------------------------------|---------|------|
|                     | <b><u>Sanitary Sewer Replacement-related</u></b> |         |      |
| <b>Total:</b>       | \$                                               | 3354.06 | 100% |
|                     | <b><u>Surface Improvement Related</u></b>        |         |      |
| <b>Total:</b>       | \$                                               | 0.00    | 0%   |
| <b>Grand Total:</b> | \$                                               | 3354.06 | 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. 08-12-24 5824 Mark Twain Ln Emergency Point Repair Attachment



RESOLUTION NO. 15708

A RESOLUTION RATIFYING AN EMERGENCY CONSTRUCTION CONTRACT IN THE AMOUNT OF \$3,354.06 WITH K.R. SWERDFEGER CONSTRUCTION, INC. FOR EMERGENCY SANITARY SEWER POINT REPAIR AT 5824 MARK TWAIN LN, FOR 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 K.R. Swerdfeger Construction, 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 5824 Mark Twain Ln with K.R. Swerdfeger Construction, Inc., Project No. 20-059 (WWAN03) awarded to said bidder in the amount of \$3,354.06 which amount includes all contract change orders.

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: August 12, 2024

BY: Regina Maestri  
MEMBER OF CITY COUNCIL

APPROVED: Mark Cliff  
PRESIDENT OF CITY COUNCIL

ATTESTED BY:   
CITY CLERK

| 2021-2023 Emergency Sanitary Sewer Point Repair |                                                               |           |    |       | 5824 Mark Twain Ln Estimate           |                                |                         |
|-------------------------------------------------|---------------------------------------------------------------|-----------|----|-------|---------------------------------------|--------------------------------|-------------------------|
| Date: 9/28/2023                                 |                                                               |           |    |       | K.R. Swerdfeger<br>Construction, Inc. | FRPHI ECS &<br>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 |       | \$ -                                  | \$ -                           | \$ -                    |
|                                                 |                                                               | 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 | 15    | \$ 1,425.00                           | \$ 1,020.00                    | \$ 1,425.00             |
|                                                 |                                                               | 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 | 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 | \$ 4,575.00                           | \$ 5,620.00                    | \$ 4,745.00             |
| With Contingency                                |                                                               |           |    |       | \$ 5,490.00                           | \$ 6,744.00                    | \$ 5,694.00             |

**CONTRACT CHANGE ORDER**  
CITY OF PUEBLO DEPARTMENT OF PUBLIC WORKS

Project Number : 20-059 (WWAN03)      Change Order No. : ONE      7/24/2024

Project Name : 2021, 2022 and 2023 Sanitary Sewer Point Repair  
5824 Mark Twain Ln

Contractor : K.R. SWERDFEGER CONSTRUCTION, INC.  
421 E Industrial Blvd, Pueblo West, 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                                  | ASPHALT PATCH – 4" HMA ON 4" CLASS 6 ABC FOR 8" AND 10" PIPE (1-20LF)             | (\$1,425.00)         |                      |
| 2                                  | INSTALL EXTRA LEAN CONCRETE(FLOWFILL) (1-20CY)                                    | (\$1,650.00)         |                      |
| 3                                  | MOBILIZATION                                                                      | (\$1,500.00)         |                      |
| 4                                  | T&M (REPAIR INFILTRATION GUSHER AND INFILTRATION AROUND THE CAP OF STUB OUT PIPE) |                      | \$3,354.06           |
| <b>TOTAL (Decrease) / Increase</b> |                                                                                   | <b>(\$4,575.00)</b>  | <b>\$3,354.06</b>    |

|                                        |    |            |
|----------------------------------------|----|------------|
| Net Adjustment This Change Order       | \$ | (1,220.94) |
| Amount of Previous Change Order(s)     | \$ | 0.00       |
| Original Contract Amount               | \$ | 4,575.00   |
| Total Adjusted Contract Amount To Date | \$ | 3,354.06   |

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  
5824 Mark Twain Ln







**Background Paper for Proposed Resolution**

**COUNCIL MEETING DATE:** August 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 \$232,337.20 TO MARTIN MARIETTA, FOR PROJECT NO. 24-066, ASPHALT IMPROVEMENTS - GRANADA BOULEVARD, SETTING FORTH \$40,000 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

**SUMMARY:**

Attached is a resolution awarding a construction contract to Martin Marietta, for Project No. 24-066, Asphalt Improvements - Granada Boulevard.

**PREVIOUS COUNCIL ACTION:**

None.

**BACKGROUND:**

This project will consist of asphalt milling, overlay and crack repair on Granada Boulevard from Prairie Avenue to Farabaugh Lane

This Resolution awards the construction contract to Martin Marietta.

**FINANCIAL IMPLICATIONS:**

Funding in the amount of \$272,337.20 (contract and contingencies) will be paid from Project HUAN01 Street Resurfacing.

**BOARD/COMMISSION RECOMMENDATION:**

None.



**STAKEHOLDER PROCESS:**

None.

**ALTERNATIVES:**

Denial of this resolution will cancel this project.

**RECOMMENDATION:**

Approval of the Resolution.

**ATTACHMENTS:**

1. 24-066 Bid Summary

RESOLUTION NO. 15709

A RESOLUTION AWARDDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$232,337.20 TO MARTIN MARIETTA, FOR PROJECT NO. 24-066, ASPHALT IMPROVEMENTS - GRANADA BOULEVARD, SETTING FORTH \$40,000 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

WHEREAS, competitive bids for Project No. 24-066, Asphalt Improvements - Granada Boulevard have been received and examined; and,

WHEREAS, the proposal of Martin Marietta, 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. 24-066, Asphalt Improvements - Granada Boulevard to be performed; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The City Council authorizes Project No. 24-066, Asphalt Improvements - Granada Boulevard, to be performed, and the contract for said project is hereby awarded to Martin Marietta, in the amount of \$232,337.20.

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.....\$40,000.00

SECTION 4.

Funds for Project No. 24-066, in the amount of \$272,337.20 (including contingencies and additional work) shall be from Project HUAN01, Street Resurfacing.

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.

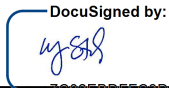
SECTION 6.

The Resolution shall become effective immediately upon passage and approval.

INTRODUCED: August 12, 2024

BY: Regina Maestri  
MEMBER OF CITY COUNCIL

APPROVED: Mark Aliff  
PRESIDENT OF CITY COUNCIL

ATTESTED BY:   
CITY CLERK



**EVALUATION TABULATION**  
IFB No. 24-066 (HUAN01)  
Asphalt Improvements - Granada Boulevard  
RESPONSE DEADLINE: August 2, 2024 at 10:00 am  
Report Generated: Friday, August 2, 2024

**VENDOR TOTALS**

| Vendor                                      | Total        |
|---------------------------------------------|--------------|
| Martin Marietta                             | \$232,337.20 |
| Pyramid Construction, Inc.                  | \$250,008.70 |
| Tony J Beltramo & Sons, Inc.                | \$288,305.20 |
| Oldcastle SW Group Inc dba United Companies | \$299,730.00 |

EVALUATION TABULATION  
IFB No. 24-066 (HUAN01)  
Asphalt Improvements - Granada Boulevard

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**BASE BID**

| Base Bid |           |                                                 |          |                 | Martin Marietta |              | Oldcastle SW Group Inc dba<br>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        |
| X        | 1         | Asphalt Cold mill Planing ± 2 inches            | 9035     | SY              | \$2.35          | \$21,232.25  | \$4.00                                         | \$36,140.00  | \$1.90                     | \$17,166.50  | \$3.75                       | \$33,881.25  |
| X        | 2         | Install HMA SX PG 64-28 Overlay ±2-inches       | 994      | TON             | \$107.25        | \$106,606.50 | \$140.00                                       | \$139,160.00 | \$127.50                   | \$126,735.00 | \$127.00                     | \$126,238.00 |
| X        | 3         | Asphalt Crack Repair                            | 3431     | SF              | \$8.05          | \$27,619.55  | \$6.00                                         | \$20,586.00  | \$14.25                    | \$48,891.75  | \$8.50                       | \$29,163.50  |
| X        | 4         | Adjust Survey Boxes to Finished Grade           | 1        | EA              | \$899.70        | \$899.70     | \$1,000.00                                     | \$1,000.00   | \$425.00                   | \$425.00     | \$500.00                     | \$500.00     |
| X        | 5         | Asphalt Patching (3-inches HMA)                 | 500      | SF              | \$5.65          | \$2,825.00   | \$9.00                                         | \$4,500.00   | \$4.85                     | \$2,425.00   | \$7.00                       | \$3,500.00   |
| X        | 6         | Asphalt Patching (3-inches HMA on 8-inches ABC) | 500      | SF              | \$13.10         | \$6,550.00   | \$15.00                                        | \$7,500.00   | \$7.35                     | \$3,675.00   | \$7.20                       | \$3,600.00   |
| X        | 7         | Class 6 Base Material (Place and Compact)       | 10       | TON             | \$243.60        | \$2,436.00   | \$77.00                                        | \$770.00     | \$60.00                    | \$600.00     | \$43.00                      | \$430.00     |

EVALUATION TABULATION  
 IFB No. 24-066 (HUAN01)  
 Asphalt Improvements - Granada Boulevard

| Base Bid |           |                                                                  |          |                 | Martin Marietta |             | Oldcastle SW Group Inc dba<br>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       |
| X        | 8         | Install Pavement Markings per City Plan (Inlaid Epoxy 8" White)  | 574      | SF              | \$6.10          | \$3,501.40  | \$8.00                                         | \$4,592.00  | \$6.55                     | \$3,759.70  | \$6.55                       | \$3,759.70  |
| X        | 9         | Install Pavement Markings per City Plan (Inlaid Epoxy 4" Yellow) | 1645     | SF              | \$6.10          | \$10,034.50 | \$8.00                                         | \$13,160.00 | \$6.55                     | \$10,774.75 | \$6.55                       | \$10,774.75 |
| X        | 10        | Install Thermoplastic Markings per City Plan (Arrows)            | 128      | SF              | \$19.20         | \$2,457.60  | \$24.00                                        | \$3,072.00  | \$20.75                    | \$2,656.00  | \$18.50                      | \$2,368.00  |
| X        | 11        | Install Thermoplastic Markings per City Plans (Stop Bars)        | 40       | SF              | \$16.50         | \$660.00    | \$22.00                                        | \$880.00    | \$17.75                    | \$710.00    | \$16.00                      | \$640.00    |
| X        | 12        | Install Thermoplastic Markings per City Plans (X-Walk)           | 160      | SF              | \$16.50         | \$2,640.00  | \$22.00                                        | \$3,520.00  | \$17.75                    | \$2,840.00  | \$16.00                      | \$2,560.00  |
| X        | 13        | Vehicle Towing Allowance                                         | 1        | EA              | \$329.70        | \$329.70    | \$250.00                                       | \$250.00    | \$350.00                   | \$350.00    | \$200.00                     | \$200.00    |



EVALUATION TABULATION  
IFB No. 24-066 (HUAN01)  
Asphalt Improvements - Granada Boulevard

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| Base Bid |           |                              |          |                 | Martin Marietta |              | Oldcastle SW Group Inc dba<br>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        |
| X        | 14        | Erosion and Sediment Control | 1        | LS              | \$1,975.00      | \$1,975.00   | \$2,100.00                                     | \$2,100.00   | \$4,000.00                 | \$4,000.00   | \$2,350.00                   | \$2,350.00   |
| X        | 15        | Traffic Control              | 1        | LS              | \$31,980.00     | \$31,980.00  | \$27,500.00                                    | \$27,500.00  | \$13,750.00                | \$13,750.00  | \$32,600.00                  | \$32,600.00  |
| X        | 16        | Mobilization                 | 1        | LS              | \$10,590.00     | \$10,590.00  | \$35,000.00                                    | \$35,000.00  | \$11,250.00                | \$11,250.00  | \$35,740.00                  | \$35,740.00  |
| Total    |           |                              |          |                 |                 | \$232,337.20 |                                                | \$299,730.00 |                            | \$250,008.70 |                              | \$288,305.20 |

**VENDOR QUESTIONNAIRE PASS/FAIL**

| Question Title                                           | Martin Marietta | Oldcastle SW Group<br>Inc dba United<br>Companies | Pyramid<br>Construction, Inc. | Tony J Beltramo<br>& Sons, Inc. |
|----------------------------------------------------------|-----------------|---------------------------------------------------|-------------------------------|---------------------------------|
| BID GUARANTEE                                            | Pass            | Pass                                              | Pass                          | Pass                            |
| CONFIRMATION OF UNDERSTANDING AND OFFER                  | Pass            | Pass                                              | Pass                          | Pass                            |
| NAME, TITLE, AND CONTACT INFORMATION                     | Pass            | Pass                                              | Pass                          | Pass                            |
| ACKNOWLEDGEMENTS                                         |                 |                                                   |                               |                                 |
| AFFIRMATIVE ACTION PLAN REQUIREMENT:                     | Pass            | Pass                                              | Pass                          | Pass                            |
| INSURANCE REQUIREMENTS                                   | Pass            | Pass                                              | Pass                          | Pass                            |
| COLORADO LABOR REQUIREMENT:                              | Pass            | Pass                                              | Pass                          | Pass                            |
| SALES AND/OR USE TAX INFORMATION                         | 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                            |
| Convicted under state or federal statutes                | Pass            | Pass                                              | Pass                          | Pass                            |
| Convicted under state or federal antitrust statutes      | Pass            | Pass                                              | Pass                          | Pass                            |
| Failed to perform                                        | Pass            | Pass                                              | Pass                          | Pass                            |
| Suspension or Debarment                                  | Pass            | Pass                                              | Pass                          | Pass                            |
| Unqualified                                              | Pass            | Pass                                              | Pass                          | Pass                            |
| Unlicensed                                               | Pass            | Pass                                              | Pass                          | Pass                            |
| Delinquent                                               | Pass            | Pass                                              | Pass                          | Pass                            |
| Confirmation                                             | Pass            | Pass                                              | Pass                          | Pass                            |



**Background Paper for Proposed  
Resolution**

**COUNCIL MEETING DATE:** August 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-24-16) TO AMERICAN LEGION 2 FOR THE CLOSURE OF THE 700 BLOCK OF WEST 9TH STREET BETWEEN CRAIG STREET AND WEST STREET TO HOST THEIR CAR/BIKE SHOW ON AUGUST 17, 2024, FROM 6:00 A.M. TO 3:00 P.M.

**SUMMARY:**

Attached is a Revocable Permit (REV-24-16) submitted by the American Legion 2.

**PREVIOUS COUNCIL ACTION:**

None.

**BACKGROUND:**

The applicant has submitted a Revocable Permit application (REV-24-16) requesting the closure of the 700 block of West 9th Street between Craig Street and West Street to host their car/bike show on August 17, 2024, from 6:00 a.m. to 3:00 p.m.

**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 using the streets listed above.

**RECOMMENDATION:**

Approval of the Resolution.

**ATTACHMENTS:**

1. NOTARIZED REVOCABLE PERMIT - 24-16

RESOLUTION NO. 15710

A RESOLUTION AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT (REV-24-16) TO AMERICAN LEGION 2 FOR THE CLOSURE OF THE 700 BLOCK OF WEST 9TH STREET BETWEEN CRAIG STREET AND WEST STREET TO HOST THEIR CAR/BIKE SHOW ON AUGUST 17, 2024, FROM 6:00 A.M. TO 3:00 P.M.

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The attached Revocable Permit (REV-24-16) is authorized to be issued to American Legion 2 for the closure of the 700 block of West 9th Street between Craig Street and West Street to host their car/bike show on August 17, 2024, from 6:00 a.m. to 3:00 p.m.

SECTION 2.

The use of the public right-of-way granted hereby 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: August 12, 2024

BY: Regina Maestri  
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: **American Legion Post 2 701 W 9th St. 719-544-8245 701 W 9th St.**
2. Permitted Area: **Road Closure of the 700 block of West 9th Street between Craig Street and West Street.**
3. Purpose of Revocable Permit: **Street closure to host a car/bike show.**
4. Commencement Date: **August 17, 2024 Time: 6:00 am**
5. Ending Date: **August 17, 2024 Time: 3:00 pm**

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. Covid-19
- (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 this 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 nonuse 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; (v) revocation or termination of this Permit by resolution of the City Council of City; or (vi) revocation by the Mayor as provided in paragraph (p). 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.

(o) Permittee acknowledges and agree that use of the Permitted Area shall be conducted in compliance with applicable laws and regulations including but not limited orders, regulations and directives issued by the Governor, Colorado Department of Public Health and Environment and the Pueblo County Department of Public Health and Environment with respect to COVID-19 ("COVID-19 Regulations"). Seven days prior to Commencement Date, Permittee shall submit in writing to the Revocable Permit Review Committee those actions Permittee shall take to assure protection of the public health and compliance with COVID-19 Regulations.

(p) Permittee further acknowledges and agrees that this Permit is temporary and subject to revocation or termination if the purpose of the permit or any potential activities to be conducted under the Permit is determined by the Mayor of City, in his sole and absolute discretion, to not be in furtherance of and/or contrary to the public health or welfare due to COVID-19 or related issues. Such determination and termination may be issued at any time, 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.

(q) Nothing in this Permit shall be interpreted to limit or prevent the protections afforded to City under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq.

Signed in Pueblo, Colorado this 15<sup>TH</sup> day of JULY, 2024.

**PERMITTEE:**

Organization or

Individual:

By:

Title:

AMERICAN LEGION POST 2  
Johnny Camacho  
SR. VICE COMMANDER

STATE OF COLORADO )

COUNTY OF PUEBLO ) SS..

The foregoing instrument was acknowledged before me the 15 day of July, 2024 by  
Silvester Abron as Notary Public.

My commission expires: 01-12-2025.

Silvester Abron

Notary Public

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
PUEBLO, a Municipal Corporation

By \_\_\_\_\_

Heather Graham, Mayor

SILVESTER ABRON  
Notary Public  
State of Colorado  
Notary ID # 20164016360  
My Commission Expires 01-12-2025



**Background Paper for Proposed  
Resolution**

**COUNCIL MEETING DATE:** August 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-24-21) TO PUEBLO COMMUNITY COLLEGE FOR THE USE OF THE PUBLIC RIGHT-OF-WAY ALONG ORMAN AVENUE BETWEEN ARTHUR STREET AND MARILYN PLACE TO HOST ITS ANNUAL WELCOME BACK TO CAMPUS CELEBRATION ON MONDAY, AUGUST 19, 2024

**SUMMARY:**

This resolution approves the issuance of a Revocable Permit (REV-24-21) to Pueblo Community College

**PREVIOUS COUNCIL ACTION:**

None.

**BACKGROUND:**

Pueblo Community College has requested to close a segment of Orman Avenue between Marilyn Place and Arthur Street to vehicular traffic from 6:00 A.M. to 5:00 P.M. on Monday, August 19, 2024, in support of their annual Welcome Back to Campus Celebration.

**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 closing Orman Avenue between Marilyn Place and Arthur Street to vehicular traffic for their Welcome Back to Campus Celebration.

**RECOMMENDATION:**

Approval of the Resolution.

**ATTACHMENTS:**

1. REV-24-21

RESOLUTION NO. 15711

A RESOLUTION AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT (REV-24-21) TO PUEBLO COMMUNITY COLLEGE FOR THE USE OF THE PUBLIC RIGHT-OF-WAY ALONG ORMAN AVENUE BETWEEN ARTHUR STREET AND MARILYN PLACE TO HOST ITS ANNUAL WELCOME BACK TO CAMPUS CELEBRATION ON MONDAY, AUGUST 19, 2024

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The attached Revocable Permit (Rev-24-21) is authorized to be issued to Pueblo Community College for use of the public right-of-way for their annual Welcome Back to Campus Celebration on Monday, August 19, 2024.

SECTION 2.

The use of the public right-of-way granted hereby is subject to all limitations, terms, and conditions set forth in the attached Revocable Permit (REV-24-21).

SECTION 3.

The officers 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.

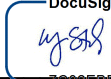
SECTION 4.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: August 12, 2024

BY: Regina Maestri  
MEMBER OF CITY COUNCIL

APPROVED: Mark Aliff  
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: **Pueblo Community College 900 West Oman Ave 719 549-3144 900 West Orman Ave**
2. Permitted Area: **Orman Avenue between Arthur Street and Marilyn Place**
3. Purpose of Revocable Permit: **Closure of right-of-way to vehicular traffic for PCC's annual Welcome Back to Campus Celebration**
4. Commencement Date: **August 19, 2024** Time: **6am**
5. Ending Date: **August 19, 2024** Time: **5pm**

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. Covid-19

(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 this 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 nonuse 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; (v) revocation or termination of this Permit by resolution of the City Council of City; or (vi) revocation by the Mayor as provided in paragraph (p). 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.

(o) Permittee acknowledges and agree that use of the Permitted Area shall be conducted in compliance with applicable laws and regulations including but not limited orders, regulations and directives issued by the Governor, Colorado Department of Public Health and Environment and the Pueblo County Department of Public Health and Environment with respect to COVID-19 ("COVID-19 Regulations"). Seven days prior to Commencement Date, Permittee shall submit in writing to the Revocable Permit Review Committee those actions Permittee shall take to assure protection of the public health and compliance with COVID-19 Regulations.

(p) Permittee further acknowledges and agrees that this Permit is temporary and subject to revocation or termination if the purpose of the permit or any potential activities to be conducted under the Permit is determined by the Mayor of City, in his sole and absolute discretion, to not be in furtherance of and/or contrary to the public health or welfare due to COVID-19 or related issues. Such determination and termination may be issued at any time, 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.

(q) Nothing in this Permit shall be interpreted to limit or prevent the protections afforded to City under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq.

Signed in Pueblo, Colorado this 5<sup>th</sup> day of August, 2024.

**PERMITTEE:**

Organization or

Individual:

By:

Title:

PUEBLO COMMUNITY COLLEGE  
William L. Brown  
CHIEF

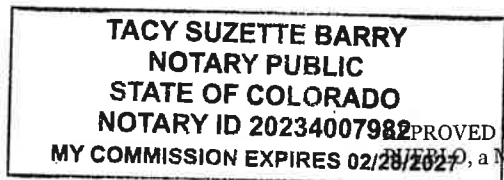
STATE OF COLORADO )

COUNTY OF PUEBLO ) SS..

The foregoing instrument was acknowledged before me the 5<sup>th</sup> day of August, 2024 by William Brown as Chief.

My commission expires: \_\_\_\_\_

Erin Ayette Barry  
Notary Public



PROVED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

BY \_\_\_\_\_, a Municipal Corporation

By \_\_\_\_\_

Heather Graham, Mayor





**Background Paper for Proposed  
Resolution**

**COUNCIL MEETING DATE:** August 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 DANIEL HENDERSON TO THE ELECTRICAL BOARD OF APPEALS - ENGINEER POSITION

**SUMMARY:**

This resolution ratifies the joint City-County appointment of a member to serve on the Electrical Board of Appeals - Engineer position.

**PREVIOUS COUNCIL ACTION:**

Joint City-County appointments to the Electrical Board of Appeals are made on an annual basis selecting individuals to serve expiring or vacant terms. Resolutions to ratify the joint appointments are passed by each entity.

**BACKGROUND:**

There is one vacancy for an engineer on the Electrical Board of Appeals. During the PACOG meeting on July 25, 2024, the BOCC and City Council members reviewed the applications and appointed Mr. Henderson to the engineer position.

**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, and request that the recruitment process be extended in order to receive additional applications for consideration.

**RECOMMENDATION:**

Approval of the Resolution.

**ATTACHMENTS:**

None

RESOLUTION NO. 15712

A RESOLUTION RATIFYING PACOG'S JOINT APPOINTMENT  
OF DANIEL HENDERSON TO THE ELECTRICAL BOARD OF  
APPEALS - ENGINEER POSITION

WHEREAS, PACOG duly convened and appointed Daniel Henderson to serve a three-year term on the Electrical Board of Appeals in the Engineer position expiring on July 1, 2027; 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 Daniel Henderson to the Electrical Board of Appeals in the Engineer position to serve a three-year term expiring July 1, 2027, 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.

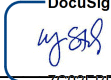
SECTION 3.

This Resolution shall become effective immediately upon final passage.

INTRODUCED: August 12, 2024

BY: Regina Maestri  
MEMBER OF CITY COUNCIL

APPROVED: Mark Aliff  
PRESIDENT OF CITY COUNCIL

ATTESTED BY:   
CITY CLERK



**Background Paper for Proposed  
Resolution**

**COUNCIL MEETING DATE:** August 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 JOHN CHRISMAN TO THE PLUMBING BOARD OF APPEALS - ENGINEER POSITION

**SUMMARY:**

This resolution ratifies the joint City-County appointment of a member to serve on the Plumbing Board of Appeals - Engineer position.

**PREVIOUS COUNCIL ACTION:**

Joint City-County appointments to the Plumbing Board of Appeals are made on an annual basis selecting individuals to serve expiring or vacant terms. Resolutions to ratify the joint appointments are passed by each entity.

**BACKGROUND:**

There is one vacancy for an engineer on the Plumbing Board of Appeals. During the PACOG meeting on July 25, 2024, the BOCC and City Council members reviewed the applications and appointed Mr. Chrisman to the engineer position.

**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, and request that the recruitment process be extended in order to receive additional applications for consideration.

**RECOMMENDATION:**

Approval of the Resolution.

**ATTACHMENTS:**

None

RESOLUTION NO. 15713

A RESOLUTION RATIFYING PACOG'S JOINT APPOINTMENT  
OF JOHN CHRISMAN TO THE PLUMBING BOARD OF  
APPEALS - ENGINEER POSITION

WHEREAS, PACOG duly convened and appointed John Chrisman to complete a three-year term on the Plumbing Board of Appeals in the engineer position expiring on July 1, 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 John Chrisman to the Plumbing Board of Appeals in the engineer position to complete a three-year term expiring July 1, 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.

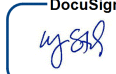
SECTION 3.

This Resolution shall become effective immediately upon final passage.

INTRODUCED: August 12, 2024

BY: Regina Maestri  
MEMBER OF CITY COUNCIL

APPROVED: Mark Aliff  
PRESIDENT OF CITY COUNCIL

ATTESTED BY:   
CITY CLERK





**Background Paper for Proposed  
Resolution**

**COUNCIL MEETING DATE:** August 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  
KENNEDY PUGH AND CLAIRE SCHAD TO THE PUEBLO HUMAN  
RELATIONS COMMISSION - JOINT APPOINTMENTS

**SUMMARY:**

This resolution ratifies the joint City-County appointment of a member to serve on 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 expiring or vacant terms. Resolutions to ratify the joint appointments are passed by each entity.

**BACKGROUND:**

There are two joint vacancies on the Pueblo Human Relations Commissions. During the PACOG meeting on July 25, 2024, the BOCC and City Council members reviewed the applications and appointed Kennedy Pugh and Claire Schad to the Pueblo Human Relations Commission.

**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, and request that the recruitment process be extended in order to receive additional applications for consideration.

**RECOMMENDATION:**

Approval of the Resolution.

**ATTACHMENTS:**

None

RESOLUTION NO. 15714

A RESOLUTION RATIFYING PACOG'S JOINT APPOINTMENT  
OF KENNEDY PUGH AND CLAIRE SCHAD TO THE PUEBLO  
HUMAN RELATIONS COMMISSION - JOINT APPOINTMENTS

WHEREAS, PACOG duly convened and appointed Kennedy Pugh and Claire Schad to complete a three-year term on the Pueblo Human Relations Commission 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 appointments of Kennedy Pugh and Claire Schad to the Pueblo Human Relations Commission in jointly-appointed positions to serve a three-year term expiring December 31, 2026, shall be and are hereby 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.

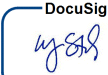
SECTION 3.

This Resolution shall become effective immediately upon final passage.

INTRODUCED: August 12, 2024

BY: Regina Maestri  
MEMBER OF CITY COUNCIL

APPROVED: Mark Aliff  
PRESIDENT OF CITY COUNCIL

ATTESTED BY:   
CITY CLERK



**Background Paper for Proposed  
Resolution**

**COUNCIL MEETING DATE:** August 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 THOMAS CARRIGAN, ALYSSA VARGAS-LOPEZ, AND SHAWN VECELLIO TO SERVE A THREE-YEAR TERM EXPIRING AUGUST 31, 2027, ON THE EL CENTRO DEL QUINTO SOL BOARD OF DIRECTORS

**SUMMARY:**

This Resolution confirms the appointment by the Mayor of Thomas Carrigan, Alyssa Vargas-Lopez, and Shawn Vecellio to serve a three-year term expiring August 31, 2027, on the El Centro del Quinto Sol Board of Directors.

**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, there are three spots available to serve terms on the El Centro del Quinto Sol Board of Directors. Thomas Carrigan and Alyssa Vargas-Lope are both incumbents eligible for reappointment.

**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. 15715

A RESOLUTION CONFIRMING THE APPOINTMENT BY THE MAYOR OF THOMAS CARRIGAN, ALYSSA VARGAS-LOPEZ, AND SHAWN VECELLIO TO SERVE A THREE-YEAR TERM EXPIRING AUGUST 31, 2027, ON THE EL CENTRO DEL QUINTO SOL BOARD OF DIRECTORS

WHEREAS, Mayor Heather Graham has requested confirmation by the City Council of her appointment of Thomas Carrigan, Alyssa Vargas-Lopez, and Shawn Vecellio to serve a three-year term expiring August 31, 2027, on the El Centro del Quinto Sol Board of Directors; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The appointment by the Mayor of Thomas Carrigan, Alyssa Vargas-Lopez, and Shawn Vecellio to serve a three-year term expiring August 31, 2027, on the El Centro del Quinto Sol Board of Directors 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.

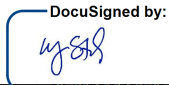
SECTION 3.

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

INTRODUCED: August 12, 2024

BY: Regina Maestri  
MEMBER OF CITY COUNCIL

APPROVED: Mark Cliff  
PRESIDENT OF CITY COUNCIL

ATTESTED BY:   
CITY CLERK





**Background Paper for Proposed  
Resolution**

**COUNCIL MEETING DATE:** August 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 ERIK SEGALL AND JENNIFER HORN TO COMPLETE A THREE-YEAR TERM EXPIRING DECEMBER 31, 2024 ON THE PUEBLO HUMAN RELATIONS COMMISSION - CITY APPOINTMENTS

**SUMMARY:**

This Resolution confirms the appointment by the Mayor of Erik Segall and Jennifer Horn to complete a three-year term expiring December 31, 2024 on the Pueblo Human Relations Commission as City appointments.

**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 resignation of Kristin Skye Hoffman and the appointment of Kennedy Pugh to a joint position, there are two positions available to complete terms on the Pueblo Human Relations 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. 15716

A RESOLUTION CONFIRMING THE APPOINTMENT BY THE MAYOR OF ERIK SEGALL AND JENNIFER HORN TO COMPLETE A THREE-YEAR TERM EXPIRING DECEMBER 31, 2024 ON THE PUEBLO HUMAN RELATIONS COMMISSION - CITY APPOINTMENTS

WHEREAS, Mayor Heather Graham has requested confirmation by the City Council of her appointment of Erik Segall and Jennifer Horn to the Pueblo Human Relations Commission; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The appointment by the Mayor of Erik Segall and Jennifer Horn as City appointees to the Pueblo Human Relations Commission to complete a three-year term expiring December 31, 2024 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.

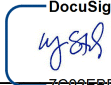
SECTION 3.

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

INTRODUCED: August 12, 2024

BY: Regina Maestri  
MEMBER OF CITY COUNCIL

APPROVED: Mark Aliff  
PRESIDENT OF CITY COUNCIL

ATTESTED BY:   
CITY CLERK



**Background Paper for Proposed  
Action Item**

**COUNCIL MEETING DATE:** August 12, 2024

**TO:** President Mark Aliff and Members of City Council

**CC:** Mayor Heather Graham

**VIA:** Marisa Stoller, City Clerk

**FROM:** Lisa Macchietto, Assistant City Attorney

**SUBJECT:** A RESOLUTION SETTING THE DATE, TIME AND PLACE FOR THE HEARING ON ANY OBJECTIONS TO AN ABATEMENT ASSESSMENT AS SEPTEMBER 13, 2024 AT 9:00 A.M. IN CITY COUNCIL CHAMBERS AND DIRECTING THE MAYOR TO APPOINT A HEARINGS OFFICER

**SUMMARY:**

Attached is a Resolution directing the Mayor to appoint a hearings officer to hear objections relating to lien assessment notices that will be mailed out on or about August 23, 2024, and setting the date, time and place for the hearing as September 13, 2024 at 9:00 a.m. in City Council Chambers.

**PREVIOUS COUNCIL ACTION:**

On September 14, 2015, Council approved Ordinance No. 8917, which provides for the assessment of abatement costs. On October 13, 2015, Council approved Ordinance No. 8926, which certified Assessment Roll No. 2015-1. On December 14, 2015, Council approved Ordinance No. 8953, which certified Assessment Roll No. 2016-1. On September 26, 2017, Council approved Ordinance No.'s 9043 and 9044, which certified Assessment Roll No.'s 2016-2 and 2016-3, respectively. On October 23, 2017, Council approved Ordinance No. 9189 which certified Assessment Roll No. 2017-1. On October 23, 2018, Council approved Ordinance No. 9355 which certified Assessment Roll No. 2018-1. On July 22, 2019, Council approved Ordinance No. 9502 which amended the notice of hearing and protest deadlines by expanding each by five days to create more time between the protest filing deadline and hearing date. On October 15, 2019 Council approved Ordinance No. 9570 which certified Assessment Roll No. 2019-1. On October 13, 2020 Council approved Ordinance No. 9789 which certified Assessment Roll No. 2020-1. On October 12, 2021, Council approved Ordinance No. 10023 which certified Assessment Roll No. 2021-1. On October 11, 2022, Council approved Ordinance No. 10302 which certified Assessment Roll No. 2022-1. On October 23, 2023, Council approved Ordinance No. 10574 which certified Assessment Roll No. 2023-1.

**BACKGROUND:**

Chapter 8 of Title VII of the Pueblo Municipal Code allows for anyone interested in a property for which an abatement lien assessment will be certified to the County Treasurer to object to or protest the assessment. Pursuant to Section 7-8-4, City Council may direct the Mayor to appoint a hearings officer to hear the objections and protests. The hearings officer will provide recommendations for the resolution of any objections or protests to City Council for its review and consideration. Thereafter, City Council may elect to certify any or all of the assessments to the County Treasurer for collection.

**FINANCIAL IMPLICATIONS:**

None.

**BOARD/COMMISSION RECOMMENDATION:**

Not applicable to this Resolution.

**STAKEHOLDER PROCESS:**

Not applicable to this Resolution.

**ALTERNATIVES:**

City Council may choose not to pass this Resolution.

**RECOMMENDATION:**

The Law Department recommends approval of this Resolution.

**ATTACHMENTS:**

None

RESOLUTION NO. 15717

A RESOLUTION SETTING THE DATE, TIME AND PLACE FOR THE HEARING ON ANY OBJECTIONS TO AN ABATEMENT ASSESSMENT AS SEPTEMBER 13, 2024 AT 9:00 A.M. IN CITY COUNCIL CHAMBERS AND DIRECTING THE MAYOR TO APPOINT A HEARINGS OFFICER

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Pursuant to Chapter 8 of Title VII of the Pueblo Municipal Code, City Council hereby directs the Mayor to appoint a hearings officer to hear any protests or objections to the lien assessment notices that will be posted and/or mailed on or about August 23, 2024.

SECTION 2.

A hearing shall be held at 9:00 a.m. on September 13, 2024 in the City Council Chambers at which time any protests or objections to the report may be heard. Any person interested in or affected by proposed charge may file written protests or objections with the City Clerk no later than seven (7) days prior to the time set for the hearing on the report pursuant to P.M.C. § 7-8-3. Each objection must be in writing, contain a description of the property in which the signer thereof is interested, a description of the signer's interest in the property, and the grounds for such protest or objection. No protests shall be accepted later than close of business on the seventh (7<sup>th</sup>) day prior to the hearing.

SECTION 3.

The City Clerk is hereby directed to cause notice of said hearing to be posted upon the property involved, published once in a newspaper of general circulation within the City, and served by certified mail, postage prepaid addressed to the owner of the property as the owner's name and address appears on the last assessment roll of the county, if such so appears, or as known to the City Clerk. Such notice or mailing shall be given at least fifteen (15) days prior to the date set for the hearing and shall specify the day, hour and place when the hearing shall be held and when City Council shall pass upon the City's Report of Abatement Lien Assessments and the recommendations of the Hearings Officer.

SECTION 4.

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



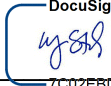
SECTION 5.

This Resolution shall become effective immediately upon final passage and approval.

INTRODUCED: August 12, 2024

BY: Regina Meastri  
MEMBER OF CITY COUNCIL

APPROVED: Mark Bliff  
PRESIDENT OF CITY COUNCIL

ATTESTED BY:   
CITY CLERK



**Background Paper for Proposed  
Resolution**

**COUNCIL MEETING DATE:** August 12, 2024

**TO:** President Mark Aliff and Members of City Council

**CC:** Mayor Heather Graham

**VIA:** Marisa Stoller, City Clerk

**FROM:** Carla Sikes, City Attorney

**SUBJECT:** A RESOLUTION ESTABLISHING A PLANNING COMMITTEE FOR  
PHASE III IMPROVEMENTS OF THE PUEBLO PROFESSIONAL BULL  
RIDERS UNIVERSITY AND HERITAGE OF HEROES PROJECT –  
AQUATICS CENTER AND WATER PARK

**SUMMARY:**

This Resolution establishes a Planning Committee for Phase III of the Pueblo Professional Bull Riders University and Heritage of Heroes Project – Aquatics Center and Water Park.

**PREVIOUS COUNCIL ACTION:**

On or about February 25, 2013 and by Resolution No. 12602, City Council entered into a Cooperation Agreement with the Pueblo Urban Renewal Authority and The Historic Arkansas Riverwalk of Pueblo Authority to complete the Pueblo Professional Bull Riders University and Heritage of Heroes Project (the "Project"). On April 25, 2015 by Ordinance No. 8870 and on February 27, 2017 by Resolution No. 13625, the Cooperation Agreement was amended to establish terms and conditions related to financing for the Project. The Cooperation Agreement was amended again on May 14, 2018 by Resolution No. 13971 to establish terms and conditions relating to the financing for design and engineering costs associated with the EDA Grant. On September 9, 2019 by Ordinance 9545, the Cooperation Agreement was amended to establish terms and conditions relating to the landscape requirements for the area adjacent to the parking structure constructed by Pueblo Urban Renewal Authority as part of the Project.

**BACKGROUND:**

On or about February 25, 2013, City Council entered into a Cooperation Agreement with the Pueblo Urban Renewal Authority and The Historic Arkansas Riverwalk of Pueblo Authority to complete the Pueblo Professional Bull Riders University and Heritage of Heroes Project. The Project was broken into three phases. On April 8,

2024, City Council approved an Ordinance for the construction of the Harp Channel Extension and Boathouse Project ("Boathouse Project"). The Boathouse Project will essentially complete Phase II of the Pueblo Professional Bull Riders University and Heritage of Heroes Project with the construction of the Boathouse and begin Phase III with the extension of the Harp Channel Extension. Phase III of the Pueblo Professional Bull Riders University and Heritage of Heroes Project also contemplates the construction of an Aquatics Center and Water Park.

By this Resolution, City Council will establish a Planning Committee that will work with stakeholders to develop a general plan and timeline for the Aquatics Center and Water Park. City Council will appoint five to seven people to serve on the Planning Committee. Three members of the Planning Committee shall be: a member of City Council, a representative of the Pueblo Urban Renewal Authority, and a representative of The Historic Arkansas Riverwalk of Pueblo Authority. The Planning Committee will report to City Council.

**FINANCIAL IMPLICATIONS:**

This is a volunteer committee and members serve without compensation.

**BOARD/COMMISSION RECOMMENDATION:**

Not applicable.

**STAKEHOLDER PROCESS:**

Not applicable.

**ALTERNATIVES:**

Council could decide not to establish a planning committee.

**RECOMMENDATION:**

Approve the Resolution.

**ATTACHMENTS:**

None

RESOLUTION NO. 15718

A RESOLUTION ESTABLISHING A PLANNING COMMITTEE FOR PHASE III IMPROVEMENTS OF THE PUEBLO PROFESSIONAL BULL RIDERS UNIVERSITY AND HERITAGE OF HEROES PROJECT – AQUATICS CENTER AND WATER PARK

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

A Planning Committee of five to seven people is hereby established to report to City Council regarding the planning of Phase III of the Pueblo Professional Bull Riders University and Heritage of Heroes Project – Aquatics Center and Water Park. City Council shall select and appoint the members of the Planning Committee. Three of the members shall be:

Member of the City Council  
Representative of the Pueblo Urban Renewal Authority Commission  
Representative of the Historic Arkansas Riverwalk of Pueblo Authority Board

SECTION 2.

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

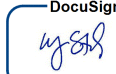
SECTION 3.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: August 12, 2024

BY: Regina Maestri  
MEMBER OF CITY COUNCIL

APPROVED: Mark Aliff  
PRESIDENT OF CITY COUNCIL

ATTESTED BY:   
CITY CLERK



**Background Paper for Proposed  
Resolution**

**COUNCIL MEETING DATE:** August 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 AMENDING RESOLUTION NO. 15637 TO UPDATE THE FINANCE ACCOUNT NUMBERS ASSIGNED TO THE PROJECTS TO CONSTRUCT FIRE STATIONS 6, 8, AND 11; AND TO PROCURE NEW FIRE APPARATUS

**SUMMARY:**

A Resolution amending Resolution No. 15637 to update the finance project numbers associated with the projects to construct Fire Stations 6, 8, and 11 and to purchase new fire apparatus.

**PREVIOUS COUNCIL ACTION:**

On May 13, 2024, City Council approved Resolution No. 15637 which established two finance projects including CI2435 for the construction of Fire Stations 6, 8, and 11; and CI2434 for the procurement of new fire apparatus.

**BACKGROUND:**

Funding for the projects to construct the fire stations and to procure new fire pumper apparatus is being obtained through certificates of participation (COP's) which are separate from the City's General Fund balance that funds many other capital improvement projects. Capital improvement projects funded from the City's General Fund are typically designated with a "CI" project prefix. Because a separate fund was established for the purpose of funding these projects, it is most appropriate to provide a different account prefix designation to make the distinction in fund types more clear.

This Resolution will amend the Resolution that established the original project account numbers to create two new finance project account numbers:

- FD2401 - Fire Stations No. 6, 8, and 11, and
- FD2401 - Pumper Fire Apparatus

**FINANCIAL IMPLICATIONS:**

This Resolution makes administrative changes to assign new project numbers to the subject project accounts. There is no change to the anticipated project costs associated with this action.

**BOARD/COMMISSION RECOMMENDATION:**

Not applicable to this Resolution.

**STAKEHOLDER PROCESS:**

Not applicable to this Resolution.

**ALTERNATIVES:**

Failure to approve this Resolution will preclude City staff from making the administrative changes necessary to assigned updated project account numbers for the specified projects.

**RECOMMENDATION:**

Approval of the Resolution.

**ATTACHMENTS:**

None



RESOLUTION NO. 15719

A RESOLUTION AMENDING RESOLUTION NO. 15637 TO UPDATE THE FINANCE ACCOUNT NUMBERS ASSIGNED TO THE PROJECTS TO CONSTRUCT FIRE STATIONS 6, 8, AND 11; AND TO PROCURE NEW FIRE APPARATUS

WHEREAS, on May 13, 2024, City Council approved Resolution No. 15637 which established finance project accounts for projects to construct Fire Stations 6, 8, and 11 (CI2435); and to procure new fire pumper apparatus (CI2434); and

WHEREAS, funding provided for the fire station and apparatus procurement projects is separate from other capital improvement projects funded through the City's General Fund; and

WHEREAS, capital improvement projects funded by the City's General Fund would ordinarily be assigned a "CI" account prefix and because a separate fund was established for these projects, it is most appropriate to change the project account prefixes to reflect this distinction; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Section 1 of Resolution No. 15637 is deleted in its entirety and amended to read as follows:

SECTION 1.

Project FD2401 - Fire Stations No. 6, 8, and 11 and Project FD2402 - Pumper Fire Apparatus are hereby established.

SECTION 2.

Section 2 of Resolution No. 15637 is deleted in its entirety and amended to read as follows:

SECTION 2.

Funds in the amount of \$900,000 for Project FD2402 - Pumper Fire Apparatus, and funds in the amount of \$33,550,000, plus any future funds, for Project FD2401 - Fire Stations No. 6, 8, and 11, shall be allocated from already budgeted and appropriated funding.

SECTION 3.

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

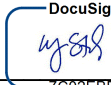
SECTION 4.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: August 12, 2024

BY: Regina Maestri  
MEMBER OF CITY COUNCIL

APPROVED: Mark Riff  
PRESIDENT OF CITY COUNCIL

ATTESTED BY:   
CITY CLERK



**Background Paper for Proposed Ordinance**

**COUNCIL MEETING DATE:** August 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 AND ACCEPTING A GRANT AGREEMENT FOR THE CITY OF PUEBLO FROM THE STATE OF COLORADO DEPARTMENT OF PUBLIC SAFETY, DIVISION OF CRIMINAL JUSTICE FOR THE BETTER LED AND SOLAR SPACES PROJECT, AUTHORIZING THE MAYOR TO EXECUTE THE SAME, ESTABLISHING PROJECT NUMBER CI2445, AND BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF \$853,413 TO PROJECT NUMBER CI2445

**SUMMARY:**

This Ordinance approves and accepts the Better LED and Solar Spaces Grant awarded by the State of Colorado Department of Public Safety, Division of Criminal Justice, which would improve public safety by bettering park lighting and to deter areas of crime via environmental design with upgrades and additions of LED and solar lighting at the Arkansas River Whitewater Park and pedestrian bridge, and four different parks within the City of Pueblo.

**PREVIOUS COUNCIL ACTION:**

Not applicable to this Ordinance.

**BACKGROUND:**

On January 23, 2023, City Council approved and accepted a similar grant agreement from the State of Colorado Department of Public Safety, Division of Criminal Justice relating to their Crime Prevention through Safer Streets Grant Program in the amount of \$744,000 to upgraded LED lighting in an effort to deter crime in our parks system. City Park, Mitchell Park, and Ray Aguilera Park have benefited from the additional LED park lighting.

In mid-July 2024, the City received notice that we are receiving a grant in the amount of \$853,413 for the installation of LED lighting at J.J. Raigoza, Plaza Verde, St. Anne's,

and Portland Parks and solar lighting at the Arkansas River Whitewater Park and pedestrian bridge between 4<sup>th</sup> and Main Streets. The City plans to address and deter crime via environmental design with the installation of these new lights.

**FINANCIAL IMPLICATIONS:**

There is no match for this grant. The State of Colorado per the terms of the grant agreement will reimburse up to \$853,413.

**BOARD/COMMISSION RECOMMENDATION:**

Not applicable to this Ordinance.

**STAKEHOLDER PROCESS:**

Not applicable to this Ordinance.

**ALTERNATIVES:**

Should the Council choose not to approve this grant agreement, additional and upgraded LED and solar lighting will not be installed and other funding sources must be found to cover the costs of improving the park lighting to deter crime in those areas.

**RECOMMENDATION:**

Approval of the Ordinance.

**ATTACHMENTS:**

1. 2023-SS-24-29-GrantAgreement-CityofPueblo

## ORDINANCE NO.

AN ORDINANCE APPROVING AND ACCEPTING A GRANT AGREEMENT FOR THE CITY OF PUEBLO FROM THE STATE OF COLORADO DEPARTMENT OF PUBLIC SAFETY, DIVISION OF CRIMINAL JUSTICE FOR THE BETTER LED AND SOLAR SPACES PROJECT, AUTHORIZING THE MAYOR TO EXECUTE THE SAME, ESTABLISHING PROJECT NUMBER CI2445, AND BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF \$853,413 TO PROJECT NUMBER CI2445

WHEREAS, the City Council of Pueblo has the authority on behalf of the City of Pueblo to accept funding from the State of Colorado Department of Public Safety, Division of Criminal Justice, for public and municipal purposes; and

WHEREAS, the State of Colorado Department of Public Safety, Division of Criminal Justice has tendered a grant award in the total amount of \$853,413.00 upon conditions recited therein or incorporated therein by reference; and

WHEREAS, acceptance of the funding 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 Grant Award Letter (Intergovernmental Grant Agreement), DCJ Grant #: 2023-SS-24-29, ("Agreement") between the City of Pueblo, a Municipal Corporation, and the State of Colorado Department of Public Safety, Division of Criminal Justice, for the Better LED and Solar Spaces project, a copy of which is 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 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.

Project Number CI2445 – Better LED and Solar Spaces Project is hereby established.

### SECTION 4.

The grant award from the State of Colorado Department of Public Safety, Division of Criminal Justice, totaling \$853,413.00 is hereby approved and accepted in accordance with the Agreement.

### SECTION 5.

All funds accepted pursuant to this Ordinance shall be budgeted and appropriated into Project Number CI2445. Said funds shall only be expended and used for this project.

**SECTION 6.**

Pursuant to the Agreement, the State of Colorado Department of Public Safety, Division of Criminal Justice, may unilaterally amend the terms of the Agreement or the amount of grant funds pursuant to an Option Letter or Grant Funding Change Letter. In the event the State increases the grant award via such a letter, the additional funds may be accepted pursuant to this Ordinance and budgeted and appropriated into Project Number CI2445, where said funds shall only be expended and used for this project.

**SECTION 7.**

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

**SECTION 8.**

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 July 22, 2024.

Final adoption of Ordinance by City Council on August 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

Grantee: City of Pueblo  
 Project: Better LED and Solar Spaces

DCJ Grant #: 2023-SS-24-29

**GRANT AWARD LETTER**  
**(Intergovernmental Grant Agreement)**  
**SUMMARY OF GRANT AWARD TERMS AND CONDITIONS**

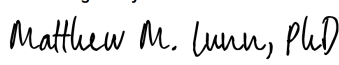
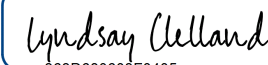
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|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>State Agency</b><br>Department of Public Safety, Division of Criminal Justice                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | <b>DCJ Grant Number</b><br>2023-SS-24-29                                                                                                                                                                                                          |
| <b>Grantee</b><br>City of Pueblo                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | <b>Federal Unique Entity Identifier (UEI)</b><br>NJK3BNUDRHJ7                                                                                                                                                                                     |
| <b>Grant Issuance Date (Start Date)</b><br>The later of July 1, 2024 or the date the State Controller or an authorized delegate signs this Grant Letter                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | <b>Grant Expiration Date (End Date)</b><br>June 30, 2026                                                                                                                                                                                          |
| <b>Grant Amount</b><br>State Fiscal Years 2024-26: \$853,413.00<br><br><b>Total for all State Fiscal Years: 853,413.00</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | <b>Grant Authority (State Authority)</b><br>The Division of Criminal Justice is authorized to disburse these funds by Colorado Revised Statute 24-33.503 and 507.<br><br>C.R.S.24-33.5-117. Crime prevention through safer streets grant program. |
| <b>Grant Description</b><br>This project is to fund and install LED lighting and solar lighting at Arkansas trail, a pedestrian bridge, and four different parks within the City of Pueblo. With the installation of these new light fixtures, the City of Pueblo plans to address and deter areas of crime via environmental design.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                   |
| <b>Grant Purpose</b><br>To award grant funding to eligible recipients for the evaluation of and design of safer streets and neighborhood models that discourage crime, revitalize community image, and establish place-specific crime prevention strategies that account for geographic, cultural, economic, and social characteristics of the target areas.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                                                   |
| <b>Exhibits and Order of Precedence</b><br>The following Exhibits and attachments are included with this Grant: <ol style="list-style-type: none"> <li>1. Exhibit A1, Sample Option Letter.</li> <li>2. Exhibit A2, Sample Grant Funding Change Letter</li> <li>3. Exhibit B, Grant Requirements.</li> <li>4. Exhibit C, Special Conditions.</li> <li>5. Exhibit D, Statement of Work.</li> <li>6. Exhibit E, Budget.</li> </ol> <p>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:</p> <ol style="list-style-type: none"> <li>1. Exhibit C, Special Conditions.</li> <li>2. The provisions of the other sections of the main body of this Agreement.</li> <li>3. Exhibit B, Grant Requirements.</li> <li>4. Exhibit D, Statement of Work.</li> <li>5. Exhibit E, Budget.</li> </ol> |                                                                                                                                                                                                                                                   |

Grantee: City of Pueblo  
Project: Better LED and Solar Spaces

DCJ Grant #: 2023-SS-24-29

SIGNATURE PAGE

THE SIGNATORIES LISTED BELOW AUTHORIZE THIS GRANT

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <div><p><b>STATE OF COLORADO</b><br/>Jared S. Polis, Governor<br/>Department of Public Safety<br/>Stan Hilkey, Executive Director</p><p>DocuSigned by:<br/><br/>868341EFA612464...</p><p>By: Matthew M. Lunn, PhD, Director, Division of Criminal Justice</p><p>06/26/2024   1:11:33 PM PDT<br/>Date: _____</p></div>                                                                                                                       |
| <p>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.</p> <div><p><b>STATE CONTROLLER</b><br/>Robert Jaros, CPA, MBA, JD</p><p>DocuSigned by:<br/><br/>363D680603F0405...</p><p>By: Lyndsay J. Clelland, Contract and Grant Coordinator, Division of Criminal Justice</p><p>06/26/2024   2:16:31 PM MDT<br/>Effective Date: _____</p></div> |

Grantee: City of Pueblo  
Project: Better LED and Solar Spaces

DCJ Grant #: 2023-SS-24-29

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### 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

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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.

- 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.



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- 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 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. Reimbursement of Grantee Costs

The State shall reimburse Grantee’s allowable costs, not exceeding the maximum total amount described in this Grant Award Letter for all allowable costs described in this Grant Award Letter 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 and receives approval from the State of the change, the change does not modify the total maximum amount of this Grant Award Letter or the maximum amount for any state fiscal year, and the change does not modify any requirements of the Work. The State shall only reimburse allowable costs 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).

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C. 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 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 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, Subgrantees 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

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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 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.

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## **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.

## **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.

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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.

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.

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



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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/>.

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**EXHIBIT A1, SAMPLE OPTION LETTER**

|                                                                                                                                                     |                                                                                                          |
|-----------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------|
| <b>State Agency</b><br>Insert Department's or IHE's Full Legal Name                                                                                 | <b>Option Letter Number</b><br>Insert the Option Number (e.g. "1" for the first option)                  |
| <b>Grantee</b><br>Insert Grantee's Full Legal Name, including "Inc.", "LLC", etc...                                                                 | <b>Original Agreement Number</b><br>Insert CMS number or Other Agreement Number of the Original Contract |
| <b>Current Agreement Maximum Amount</b><br>Initial Term<br>State Fiscal Year 20xx \$0.00                                                            | <b>Option Agreement Number</b><br>Insert CMS number or Other Agreement Number of this Option             |
| Extension Terms<br>State Fiscal Year 20xx \$0.00<br>State Fiscal Year 20xx \$0.00<br>State Fiscal Year 20xx \$0.00<br>State Fiscal Year 20xx \$0.00 | <b>Agreement Performance Beginning Date</b><br>Month Day, Year                                           |
| Total for All State Fiscal Years \$0.00                                                                                                             | <b>Current Agreement Expiration Date</b><br>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.

|                                                                                                                                                                                                                     |                                                                                                                                                                                                                                                                                                                                                                |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>STATE OF COLORADO</b><br>Jared S. Polis, Governor<br>INSERT-Name of Agency or IHE<br>INSERT-Name & Title of Head of Agency or IHE<br><br>By: Name & Title of Person Signing for Agency or IHE<br><br>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.<br><b>STATE CONTROLLER</b><br><b>Robert Jaros, CPA, MBA, JD</b><br><br>By: _____<br>Name of Agency or IHE Delegate-Please delete if agreement will be routed to OSC for approval<br><br>Option Effective Date: |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

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**EXHIBIT A2, GRANT FUNDING CHANGE LETTER**

|                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                                                            |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>State Agency</b><br>Insert Department's or IHE's Full Legal Name                                                                                                                                                                                                                       | <b>Grant Funding Change Letter Number</b><br>Insert the Option Number (e.g. "1" for the first option)                                                                                                                                                      |
| <b>Contractor</b><br>Insert Contractor's Full Legal Name, including "Inc.", "LLC", etc...                                                                                                                                                                                                 | <b>Original Grant Number</b><br>Insert CMS number or Other Contract Number of the Original Contract                                                                                                                                                        |
| <b>Current Contract Maximum Amount</b><br>Initial Term<br>State Fiscal Year 20xx \$0.00<br>Extension Terms<br>State Fiscal Year 20xx \$0.00<br>State Fiscal Year 20xx \$0.00<br>State Fiscal Year 20xx \$0.00<br>State Fiscal Year 20xx \$0.00<br>Total for All State Fiscal Years \$0.00 | <b>Grant Funding Change Letter Contract Number</b><br>Insert CMS number or Other Contract Number of this Option<br><hr/> <b>Contract Performance Beginning Date</b><br>Month Day, Year<br><hr/> <b>Current Contract Expiration Date</b><br>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.

|                                                                                                                                                                                                                                                                                                                                                                                         |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>STATE OF COLORADO</b><br>Jared S. Polis, Governor<br>INSERT-Name of Agency or IHE<br>INSERT-Name & Title of Head of Agency or IHE<br><br>By: _____<br>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.<br><b>STATE CONTROLLER</b><br><b>Robert Jaros, CPA, MBA, JD</b><br><br>By: _____<br>Name of Agency or IHE Delegate-Please delete if contract will be routed to OSC for approval<br><br>Grant Funding Change Letter Effective Date: _____ |

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## **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.

#### **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;

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**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.

**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.

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## **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.



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## 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, if checked, are incorporated herein.

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>
2. Grant funds are to be utilized for improvements designed to decrease the incidence of crime and create safer streets.
3. Eligible grantees are local Governmental agencies.
4. Money from the grant award must enhance community safety both inside and outside of urban areas.
5. Grant-Supported strategies must not displace homeless populations.
6. Grant-Supported activities must not harm communities of color or other vulnerable populations.
7. Funds for this agreement cannot be used for the following:
  - Hiring law enforcement or code enforcement personnel or peace officers.
  - Facial recognition purposes.
  - Surveillance programs that utilize networks of sensors to detect gunshots, commonly referred to as "ShotSpotter" program.
  - License plate reader purposes.

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## **EXHIBIT D, STATEMENT OF WORK**

The Statement of Work contained within the DocuSign Envelope is incorporated herein.

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## **EXHIBIT E, BUDGET**

The Budget and Budget Narrative contained within the DocuSign Envelope is incorporated herein.

## EXHIBIT D – STATEMENT OF WORK

**Project Summary:** Public safety will be improved by bettering trail, park, and parking garage lighting with upgrades and additions of LED lighting fixtures. Investments will be most worthwhile in Pueblo's highest-crime neighborhoods. This strategy will not only act as a situational deterrent to crime, but will also improve community cohesion and pride, which in turn increases the willingness of residents to intervene in crime and cooperate with the police. Improvements to the physical environment of crime-susceptible areas will dissuade potential offenders. Improved lighting will send a message to potential offenders that the City no longer offers easy opportunities for crime.

**Project Plan:** The Census Bureau data detail the poverty rate to be 24.4% and meets the definition of a Historically Disadvantaged Community. Of the 54 census tracts in Pueblo County, 28 are Areas of Persistent Poverty. The City has eight designated Opportunity Zones. Darkness weakens the ability of guardians to identify potential offenders. Hence darkness can be thought of as a key inhibitor to capable guardianship. An analysis of Pueblo's Police incident reports reveals that violent crimes occur most often at night. Larceny/theft, drug violations, simple assaults, and property crimes are slightly more likely to happen in daylight hours, but more violent crimes such as murder, rape/sexual assault, and robbery are more frequently reported at night. Additionally, darkness affords offenders the advantageous conditions of anonymity; they may behave differently in the dark because they have some anonymity.

Improved lighting is an appropriate response to a crime or disorder problem confronting a particular neighborhood. Funds will be used to install lighting in four public parks based on crime rates.

1. JJ Raigoza Park, in the city's far south side, has no streetlights. It's in QCT 23 and identified in a Disproportionately Impacted (DI) neighborhood according to CEJEST screening tool. It is also in an Opportunity Zone (08101002300) and an Urban Renewal Area.

Three other parks, all in Pueblo's East Side neighborhood, will be improved with lighting. Every census tract in the East Side is designated as an underserved community. The East Side is in Opportunity Zone number 08101003500. Lighting improvements will be made to:

2. Plaza Verde Park, a popular site for celebrations like Cinco de Mayo and gatherings for the Latino community, features tennis courts and cultural murals protected by Colorado's Chicano Preservation Project. It's in QCT 12 and identified as DI.

3. St. Anne's Park features a baseball field, basketball court, gazebo, and a playground. The park is in QCT 13 and identified as a DI.

4. Portland Park offers a playground, gazebo, basketball and tennis courts – but no street nor interior lights. It is in QCT 36 and DI.

In terms of how to light a public park, LED park lighting fixtures are the clear winner because of durability, rapid turn-on, and benefits to green the grid. Funds will also be used to install solar lighting on Pueblo's most active multimodal trail:

5. The trail along the Arkansas River Whitewater Park, downtown, has no lights. This project is in Opportunity Zone 08101003500.

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6. The Main St. and the 4th St. pedestrian bridges complete the 4.25 mi circuit between the Arkansas River Whitewater Park trails on the east and west sides of the river.

Better LED and Solar Spaces will help the city achieve its energy saving goals including reducing its carbon footprint (reduced GHG), energy usage, electricity bill and maintenance personnel working on lighting issues, and increase public safety.

Goals & Outcomes

|                      |                                                                                                                                                |
|----------------------|------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>GOAL 1</b>        |                                                                                                                                                |
| Goal 1               | Improved lighting reduces crime at night.                                                                                                      |
| <b>Objective 1.1</b> |                                                                                                                                                |
| Objective            | Violent crime decreases                                                                                                                        |
| Measurement          | Crime statistics of robbery, assault, and burglary                                                                                             |
| Timeframe            | Incrementally, each quarter                                                                                                                    |
| <b>Objective 1.2</b> |                                                                                                                                                |
| Objective            | Property crimes decrease                                                                                                                       |
| Measurement          | Incidents of vandalism                                                                                                                         |
| Timeframe            | Incrementally, each quarter                                                                                                                    |
| <b>Objective 1.3</b> |                                                                                                                                                |
| Objective            | Calls for service increase in Q1 and Q2 as informal surveillance increases and willingness to assist the police increases.                     |
| Measurement          | Number of calls for service, especially Community Oriented Policing.                                                                           |
| Timeframe            | Q2                                                                                                                                             |
| <b>GOAL 2</b>        |                                                                                                                                                |
| Goal 2               | Light trespass and pollution is minimized while maintaining desired standards of brightness.                                                   |
| <b>Objective 2.1</b> |                                                                                                                                                |
| Objective            | Minimize the emission of skyglow, glare, spill light, and over-lighting, indoor and outdoor lighting beyond the intended target.               |
| Measurement          | Actual illumination levels will be evaluated by accredited professional bodies.                                                                |
| Timeframe            | Q1, may be completed as supplies are ordered.                                                                                                  |
| <b>Objective 2.2</b> |                                                                                                                                                |
| Objective            | New installations will have active controls to reduce illumination levels or extinguish lighting completely based on time of day or occupancy. |
| Measurement          | Observation                                                                                                                                    |
| Timeframe            | Q1, may be completed as lights are installed.                                                                                                  |
| <b>Objective 2.3</b> |                                                                                                                                                |
| Objective            | The spectral content, or color, of light should be limited to only what is necessary for the task.                                             |

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|             |                                                                                                      |
|-------------|------------------------------------------------------------------------------------------------------|
| Measurement | Total emissions of short-wavelength or “blue” light are evaluated by accredited professional bodies. |
| Timeframe   | Q1, may be completed as lights are installed.                                                        |



Exhibit E – Budget

|                         | Grant Funds | Match Funds | Project Total |
|-------------------------|-------------|-------------|---------------|
| Personnel               | \$0         | \$0         | \$0           |
| Supplies & Operating    | \$654,038   | \$0         | \$654,038     |
| Travel                  | \$0         | \$0         | \$0           |
| Equipment               | \$199,375   | \$0         | \$199,375     |
| Consultants / Contracts | \$0         | \$0         | \$0           |
| Indirect                | \$0         | \$0         | \$0           |
| Total                   | \$853,413   | \$0         | \$853,413     |

| Personnel: Budget & Budget Narrative Details |                       |                                                          |                                      |                  |                                                        |                                      |                                            |                                                                     |                                  |                                                               |                          |                                                             |                                                                     |
|----------------------------------------------|-----------------------|----------------------------------------------------------|--------------------------------------|------------------|--------------------------------------------------------|--------------------------------------|--------------------------------------------|---------------------------------------------------------------------|----------------------------------|---------------------------------------------------------------|--------------------------|-------------------------------------------------------------|---------------------------------------------------------------------|
| Position Title                               | Annual<br>Base Salary | Annual<br>Base Salary<br>To Be Paid<br>By Grant<br>Funds | % To Be<br>Paid By<br>Grant<br>Funds | Annual<br>Fringe | Annual<br>Fringe<br>To Be<br>Paid By<br>Grant<br>Funds | % To Be<br>Paid By<br>Grant<br>Funds | Total<br>Annual<br>Base Salary<br>+ Fringe | Total Base<br>Salary +<br>Fringe To<br>Be Paid By<br>Grant<br>Funds | OT -<br>Annual<br>Base<br>Salary | OT - Annual<br>Base Salary<br>To Be Paid<br>By Grant<br>Funds | OT -<br>Annual<br>Fringe | OT -<br>Annual<br>Fringe To<br>Be Paid<br>By Grant<br>Funds | Total To Be<br>Paid By<br>Grant<br>Funds<br>(including<br>overtime) |
|                                              | \$                    | \$                                                       | %                                    | \$               | \$                                                     | %                                    | \$                                         | \$                                                                  | \$                               | \$                                                            | \$                       | \$                                                          | \$                                                                  |
| Budget Narrative<br>and Justification:       |                       |                                                          |                                      |                  |                                                        |                                      |                                            |                                                                     |                                  |                                                               |                          |                                                             |                                                                     |
|                                              | \$                    | \$                                                       | %                                    | \$               | \$                                                     | %                                    | \$                                         | \$                                                                  | \$                               | \$                                                            | \$                       | \$                                                          | \$                                                                  |
| Budget Narrative<br>and Justification:       |                       |                                                          |                                      |                  |                                                        |                                      |                                            |                                                                     |                                  |                                                               |                          |                                                             |                                                                     |
|                                              | \$                    | \$                                                       | %                                    | \$               | \$                                                     | %                                    | \$                                         | \$                                                                  | \$                               | \$                                                            | \$                       | \$                                                          | \$                                                                  |
| Budget Narrative<br>and Justification:       |                       |                                                          |                                      |                  |                                                        |                                      |                                            |                                                                     |                                  |                                                               |                          |                                                             |                                                                     |
|                                              | \$                    | \$                                                       | %                                    | \$               | \$                                                     | %                                    | \$                                         | \$                                                                  | \$                               | \$                                                            | \$                       | \$                                                          | \$                                                                  |
| Budget Narrative<br>and Justification:       |                       |                                                          |                                      |                  |                                                        |                                      |                                            |                                                                     |                                  |                                                               |                          |                                                             |                                                                     |
|                                              | \$                    | \$                                                       | %                                    | \$               | \$                                                     | %                                    | \$                                         | \$                                                                  | \$                               | \$                                                            | \$                       | \$                                                          | \$                                                                  |
| Budget Narrative<br>and Justification:       |                       |                                                          |                                      |                  |                                                        |                                      |                                            |                                                                     |                                  |                                                               |                          |                                                             |                                                                     |
| Personnel Total:                             | \$0                   | \$0                                                      | 0%                                   | \$0              | \$0                                                    | 0%                                   | \$0                                        | \$0                                                                 | \$0                              | \$0                                                           | \$0                      | \$0                                                         | \$0                                                                 |

| Non-Personnel: Budget & Budget Narrative Details |                                     |                                                                                                 |
|--------------------------------------------------|-------------------------------------|-------------------------------------------------------------------------------------------------|
| Budget Item                                      | Amount To Be Paid<br>By Grant Funds | Budget Narrative and Justification                                                              |
| SUPPLIES & OPERATING                             |                                     |                                                                                                 |
| Solar on Arkansas Trail                          | \$ 220,640                          | Placement every 200 LF (Beyond Solar 130 lumens per watt and IP65 rated). 112 fixtures @ \$1970 |
| Solar on pedestrian bridg                        | \$ 49,250                           | Placement every 200 LF (Beyond Solar 130 lumens per watt and IP65 rated). 25 fixtures @ \$1970  |

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|                                                      |                  |                                                                                                                                                                                             |
|------------------------------------------------------|------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Installation                                         | \$ 384,148       | Permitting, site work, traffic control, install, inspection. 137 sites at \$2804 each                                                                                                       |
| <b>Supplies &amp; Operating Total</b>                | <b>\$654,038</b> |                                                                                                                                                                                             |
| <b>TRAVEL</b>                                        |                  |                                                                                                                                                                                             |
| <b>Travel Total</b>                                  | <b>\$0</b>       |                                                                                                                                                                                             |
| <b>EQUIPMENT</b>                                     |                  |                                                                                                                                                                                             |
| <b>Equipment Total</b>                               | <b>\$0</b>       |                                                                                                                                                                                             |
| <b>CONSULTANTS/CONTRACTS (PROFESSIONAL SERVICES)</b> |                  |                                                                                                                                                                                             |
| JJ Raigoza Park LEDs                                 | \$ 41,250        | New LED light fixtures and poles for park interior and street side, installed: 6 @ \$6,875. This price is based on purchases made with the last round of CPSS funding for Better LED Spaces |
| Plaza Verde Park LEDs                                | \$ 48,125        | New LED light fixtures and poles for park interior and street side, installed: 7 @ \$6,875. This price is based on purchases made with the last round of CPSS funding for Better LED Spaces |
| St. Anne's Park                                      | \$ 55,000        | New LED light fixtures and poles for park interior and street side, installed: 8 @ \$6,875. This price is based on purchases made with the last round of CPSS funding for Better LED Spaces |
| Portland Park                                        | \$ 55,000        | New LED light fixtures and poles for park interior and street side, installed: 8 @ \$6,875. This price is based on purchases made with the last round of CPSS funding for Better LED Spaces |
| <b>Consultants/Contracts Total</b>                   | <b>\$199,375</b> |                                                                                                                                                                                             |
| <b>INDIRECT</b>                                      |                  |                                                                                                                                                                                             |
| <b>Indirect Total</b>                                | <b>\$0</b>       |                                                                                                                                                                                             |
| <b>Total Non-Personnel</b>                           | <b>\$853,413</b> |                                                                                                                                                                                             |

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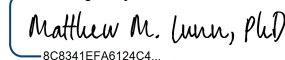
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Contract, Grant and Compliance Coordinator

Division of Criminal Justice

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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.

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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.

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

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

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify 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.





**Background Paper for Proposed Ordinance**

**COUNCIL MEETING DATE:** August 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 AND ACCEPTING AIRPORT IMPROVEMENT PROGRAM (AIP) GRANT AGREEMENT NO. 3-08-0046-050-2024 FROM THE UNITED STATES OF AMERICA ACTING THROUGH THE FEDERAL AVIATION ADMINISTRATION FOR FUNDS IN THE AMOUNT OF \$253,073 FOR COSTS RELATED TO THE REHABILITATION OF EAST (NORTH) APRON (DESIGN) AT THE PUEBLO MEMORIAL AIRPORT, BUDGETING AND APPROPRIATING \$253,073 TO PROJECT AP2401 – EAST APRON (N) TAXILANE REHAB, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

**SUMMARY:**

This Ordinance will approve and accept an Airport Improvement Program (AIP) grant agreement from the United States of America acting through the Federal Aviation Administration (FAA) to provide funding for costs related to the rehabilitation of the East (North) Apron, budgeting and appropriating funds to Project No. AP2401 – East Apron (N) Taxilane Rehab.

**PREVIOUS COUNCIL ACTION:**

Ordinance 10728, established Project AP2401, accepted CDOT Grant # 24-PUB-01, and budget and appropriated CDOT and local matching funds.

**BACKGROUND:**

The Colorado Department of Transportation (CDOT) Aeronautics Division conducted a pavement condition assessment of this portion of the East apron, and it was determined that the pavement needs rehabilitation. This project is on the Capital Improvement Plan schedule for 2025, approved by both the FAA and CDOT for Entitlement Fund use.

**FINANCIAL IMPLICATIONS:**

The total design project cost is \$259,893.54. The FAA AIP Grant is (95%) of the total project costs not to exceed \$253,073. The CDOT approved grant amount (2.5%) of the total design project costs not to exceed \$6,546.00 which was budgeted and appropriated in a previous ordinance. The City's match of (2.5%) not to exceed \$6,548.00, was transferred, and budgeted and appropriated from the Airport Improvement Trust Fund in a previous ordinance.

**BOARD/COMMISSION RECOMMENDATION:**

Not applicable to this Ordinance.

**STAKEHOLDER PROCESS:**

Not applicable to this Ordinance.

**ALTERNATIVES:**

If this Ordinance is not approved, the grant will not be accepted from the federal government and the project will not occur.

**RECOMMENDATION:**

Approve the Ordinance.

**ATTACHMENTS:**

1. FAA Grant 3-048-0046-050-2024 Certification Memo
2. PUB-NMG-3-08-0046-050-2024-DRAFT Grant Agreement (No Watermark)

## ORDINANCE NO.

AN ORDINANCE APPROVING AND ACCEPTING AIRPORT IMPROVEMENT PROGRAM (AIP) GRANT AGREEMENT NO. 3-08-0046-050-2024 FROM THE UNITED STATES OF AMERICA ACTING THROUGH THE FEDERAL AVIATION ADMINISTRATION FOR FUNDS IN THE AMOUNT OF \$253,073 FOR COSTS RELATED TO THE REHABILITATION OF EAST (NORTH) APRON (DESIGN) AT THE PUEBLO MEMORIAL AIRPORT, BUDGETING AND APPROPRIATING \$253,073 TO PROJECT AP2401 – EAST APRON (N) TAXILANE REHAB, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

WHEREAS, the City of Pueblo has received a Grant Agreement from the Federal Aviation Administration (FAA) for costs related to the Rehabilitation of East (North) Apron (Design); NOW, THEREFORE,

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

### SECTION 1.

The Federal Aviation Administration Grant Agreement No. 3-08-0046-050-2024 ("Grant Agreement"), a copy of which is attached hereto and made a part hereof by reference, by and between the City of Pueblo, a Municipal Corporation, and the United States of America through the Federal Aviation Administration ("FAA"), making available \$253,073.00 in federal funds for costs related to the Rehabilitation of East (North) Apron (Design), after having been approved as to form by the City Attorney, is here by accepted and approved.

### SECTION 2.

The Mayor is hereby authorized to execute the Grant Agreement in the name and on behalf of the City of Pueblo, where the Mayor may execute the Grant Agreement by electronic signature and such electronic signature shall be attributable to the Mayor and the City of Pueblo.

### SECTION 3.

Funds in the amount of \$253,073.00 shall be accepted pursuant to the Grant Agreement and budgeted and appropriated to Project No. AP2401 – East Apron (N) Taxilane Rehab.

### SECTION 4.

Pursuant to the Grant Agreement, the FAA may make unilateral amendments to the grant terms and its obligation thereunder, including the increasing or decreasing of its grant obligation. In accordance therewith, such amendments shall be effective without the need for an additional ordinance or other action by City Council. Should the FAA increase the maximum grant obligation, said funds shall be automatically budgeted and appropriated to Project No. AP2401 – East Apron (N) Taxilane Rehab without the need for further action.

### SECTION 5.

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 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 \_\_\_\_\_.

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

## GRANT CERTIFICATION

To: Mark Aliff, President of the City Council  
Heather Graham, Mayor

Re: Grant No. 3-08-0046-050-2024

### **Rehabilitate East (North) Apron (Design)**

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) Greg Pedroza

Date: 7-23-24

Signature: 

Title: Director of Aviation



U.S. Department  
of Transportation  
Federal Aviation  
Administration

Airports Division  
Northwest Mountain Region  
Colorado, Utah, Wyoming

Denver Airports District Office  
26805 E 68th Ave, Ste 224  
Denver, CO 80249-6339

{{DateTime\_es\_:signer1:calc(now()):format(date," mmmm d, yyyy")}}

The Honorable Heather Graham  
Mayor, City of Pueblo  
1 City Hall Place  
Pueblo, Colorado 81003

Dear Mayor Graham:

The Grant Offer for Airport Improvement Program (AIP) Project No. 3-08-0046-050-2024 at Pueblo Memorial Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the grant offer carefully.

**You may not make any modification to the text, terms or conditions of the grant offer.**

***Steps You Must Take to Enter Into Agreement.***

To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **August 30, 2024**.
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

**Payment.** Subject to the requirements in 2 CFR § 200.305 (Federal Payment), each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

**Project Timing.** The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date (1,460 days from the grant execution date). We will be monitoring your progress to ensure proper stewardship of these Federal funds. We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress. Your grant may be placed in "inactive" status if you do not make draws

on a regular basis, which will affect your ability to receive future grant offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

**Reporting.** Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- For all grants, you must submit by December 31<sup>st</sup> of each year this grant is open:
  1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
  2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit [FAA Form 5100-140, Performance Report](#) within 30 days of the end of the Federal fiscal year.
- For construction projects, you must submit [FAA Form 5370-1, Construction Progress and Inspection Report](#), within 30 days of the end of each Federal fiscal quarter.

**Audit Requirements.** As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR Part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

**Closeout.** Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

**FAA Contact Information.** Paulette Lugo, (303) 342-1256, [paulette.lugo@faa.gov](mailto:paulette.lugo@faa.gov) is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,

**{Sig\_es\_:signer1: signature}}**

John P. Bauer  
Manager, Denver Airports District Office





U.S. Department  
of Transportation  
Federal Aviation  
Administration

## FEDERAL AVIATION ADMINISTRATION AIRPORT IMPROVEMENT PROGRAM (AIP)

FY 2024 AIP

### GRANT AGREEMENT

#### Part I - Offer

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|                          |                                                                           |  |
|--------------------------|---------------------------------------------------------------------------|--|
| Federal Award Offer Date | <b>{{DateTime_es_:_signer1:calc(now()):format(date," mmmm d, yyyy")}}</b> |  |
|--------------------------|---------------------------------------------------------------------------|--|

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|                       |                         |  |
|-----------------------|-------------------------|--|
| Airport/Planning Area | Pueblo Memorial Airport |  |
|-----------------------|-------------------------|--|

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|                                     |                    |                                |
|-------------------------------------|--------------------|--------------------------------|
| Airport Infrastructure Grant Number | 3-08-0046-050-2024 | [Contract No. DOT-FA24NM-1040] |
|-------------------------------------|--------------------|--------------------------------|

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|                          |              |  |
|--------------------------|--------------|--|
| Unique Entity Identifier | NJK3BNUDRHJ7 |  |
|--------------------------|--------------|--|

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TO: City of Pueblo, Colorado  
(herein called the "Sponsor")

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FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

**WHEREAS**, the Sponsor has submitted to the FAA a Project Application dated January 16, 2024 and amended on July 9, 2024, for a grant of Federal funds for a project at or associated with the Pueblo Memorial Airport, which is included as part of this Grant Agreement; and

**WHEREAS**, the FAA has approved a project for the Pueblo Memorial Airport (herein called the "Project") consisting of the following:

#### **Rehabilitate East (North) Apron (Design)**

which is more fully described in the Project Application.

**NOW THEREFORE**, Pursuant to and for the purpose of carrying out the Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (Public Law Number (P.L.) 115-254); the Department of Transportation Appropriations Act, 2021 ( P.L. 116-260, Division L); the Consolidated Appropriations Act, 2022 ( P.L. 117-103); Consolidated

Appropriations Act, 2023 ( P.L. 117-328); Consolidated Appropriations Act, 2024 (P.L. 118-42); FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application; and in consideration of: (a) the Sponsor's adoption and ratification of the Grant Assurances dated May 2022, interpreted and applied consistent with the FAA Reauthorization Act of 2024 per Reauthorization Grant Condition 30 below; (b) the Sponsor's acceptance of this Offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

**THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay (95) % of the allowable costs incurred accomplishing the Project as the United States share of the Project.**

**Assistance Listings Number (Formerly CFDA Number): 20.106**

**This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

### **CONDITIONS**

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$253,073.

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

\$0 for planning

\$253,073 for airport development or noise program implementation; and,

\$0 for land acquisition.

2. **Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:

- a. Period of Performance:

1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods (2 Code of Federal Regulations (CFR) § 200.1).

- b. Budget Period:

1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the Period of Performance provided in paragraph 2(a)(1). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period.
2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to 2 CFR § 200.308.

- c. Close Out and Termination

1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later

than 120 calendar days after the end date of the Period of Performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the Period of Performance end date with the information available at the end of 120 days (2 CFR § 200.344).

2. The FAA may terminate this Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.
3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, 49 U.S.C. Chapters 471 and 475, the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the Sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before August 30, 2024, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.

11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**

- a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
- b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/content/entity-registration>.

12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

13. **Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.

The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

An informal letter amendment has the same force and effect as a formal grant amendment.

14. **Environmental Standards.** The Sponsor is required to comply with all applicable environmental standards, as further defined in the Grant Assurances, for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.

15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

16. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this Grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.

17. **Build America, Buy America.** The Sponsor must comply with the requirements under the Build America, Buy America Act (P.L. 117-58).

18. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this Grant:

- a. May not be increased for a planning project;
- b. May be increased by not more than 15 percent for development projects, if funds are available;
- c. May be increased by not more than the greater of the following for a land project, if funds are available:
  1. 15 percent; or
  2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the Sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in 49 U.S.C. § 47110, or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

19. **Audits for Sponsors.**

PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than \$750,000 in Federal awards and are exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

20. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

- a. Verify the non-Federal entity is eligible to participate in this Federal program by:
  1. Checking the System for Award Management Exclusions in the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
  2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or
  3. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.
- b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions with their contractors and sub-contractors.
- c. Immediately disclose in writing to the FAA whenever (1) the Sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the Public Sponsor suspends or debars a contractor, person, or entity.

21. **Ban on Texting While Driving.**

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
  - 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
  - 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
    - i. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
    - ii. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.

## 22. **Trafficking in Persons.**

- a. *Posting of contact information.*
  - 1. The Sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.
- b. *Provisions applicable to a recipient that is a private entity.*
  - 1. You as the recipient, your employees, subrecipients under this Grant, and subrecipients' employees may not:
    - i. Engage in severe forms of trafficking in persons during the period of time that the Grant and applicable conditions are in effect;
    - ii. Procure a commercial sex act during the period of time that the Grant and applicable conditions are in effect; or
    - iii. Use forced labor in the performance of the Grant or any subgrants under this Grant.
  - 2. We as the Federal awarding agency, may unilaterally terminate this Grant, without penalty, if you or a subrecipient that is a private entity –
    - i. Is determined to have violated a prohibition in paragraph (b) of this Grant Condition; or
    - ii. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated a prohibition in paragraph (b) of this Grant Condition through conduct that is either –
      - a) Associated with performance under this Grant; or
      - b) Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR Part 1200.

- c. *Provision applicable to a recipient other than a private entity.* We as the Federal awarding agency may unilaterally terminate this Grant, without penalty, if a subrecipient that is a private entity –
  - 1. Is determined to have violated an applicable prohibition in paragraph (b) of this Grant Condition; or
  - 2. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated an applicable prohibition in paragraph (b) of this Grant Condition through conduct that is either –
    - i. Associated with performance under this Grant; or
    - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 CFR Part 1200.
- d. *Provisions applicable to any recipient.*
  - 1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (b) of this Grant Condition.
  - 2. Our right to terminate unilaterally that is described in paragraph (b) or (c) of this Grant Condition:
    - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended [22 U.S.C. § 7104(g)], and
    - ii. Is in addition to all other remedies for noncompliance that are available to us under this Grant.
  - 3. You must include the requirements of paragraph (b) of this Grant Condition in any subgrant you make to a private entity.
- e. *Definitions.* For purposes of this Grant Condition:
  - 1. “Employee” means either:
    - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this Grant; or
    - ii. Another person engaged in the performance of the project or program under this Grant and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
  - 2. “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
  - 3. “Private entity”:
    - i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR § 175.25.
    - ii. Includes:



- a) A nonprofit organization, including any nonprofit institute of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR § 175.25(b).
  - b) A for-profit organization.
- 4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. § 7102).
- 23. **AIP Funded Work Included in a PFC Application.** Within 120 days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The airport sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.
- 24. **Exhibit "A" Property Map.** The Exhibit "A" Property Map dated January 6, 2022, is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.
- 25. **Employee Protection from Reprisal.**
  - a. Prohibition of Reprisals.
    - 1. In accordance with 41 U.S.C. § 4712, an employee of a Sponsor, grantee, subgrantee, contractor, or subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (a)(2) below, information that the employee reasonably believes is evidence of:
      - i. Gross mismanagement of a Federal grant;
      - ii. Gross waste of Federal funds;
      - iii. An abuse of authority relating to implementation or use of Federal funds;
      - iv. A substantial and specific danger to public health or safety; or
      - v. A violation of law, rule, or regulation related to a Federal grant.
    - 2. Persons and bodies covered. The persons and bodies to which a disclosure by an employee is covered are as follows:
      - i. A member of Congress or a representative of a committee of Congress;
      - ii. An Inspector General;
      - iii. The Government Accountability Office;
      - iv. A Federal employee responsible for contract or grant oversight or management at the relevant agency;
      - v. A court or grand jury;
      - vi. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or
      - vii. An authorized official of the Department of Justice or other law enforcement agency.
  - b. Investigation of Complaints.

1. Submission of Complaint. A person who believes that they have been subjected to a reprisal prohibited by paragraph (a) of this Condition may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
  2. Time Limitation for Submittal of a Complaint. A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
  3. Required Actions of the Inspector General. Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).
- c. Remedy and Enforcement Authority.
1. Assumption of Rights to Civil Remedy. Upon receipt of an explanation of a decision not to conduct or continue an investigation by the OIG, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c)(2).
26. **Prohibited Telecommunications and Video Surveillance Services and Equipment.** The Sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [P.L. 115-232 § 889(f)(1)] and 2 CFR § 200.216.
27. **Critical Infrastructure Security and Resilience.** The Sponsor acknowledges that it has considered and addressed physical and cybersecurity and resilience in their project planning, design, and oversight, as determined by the DOT and the Department of Homeland Security (DHS). For airports that do not have specific DOT or DHS cybersecurity requirements, the FAA encourages the voluntary adoption of the cybersecurity requirements from the Transportation Security Administration and Federal Security Director identified for security risk Category X airports.
28. **Title VI of the Civil Rights Act.** As a condition of a grant award, the Sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq) and implementing regulations (49 CFR part 21), the Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities. This may include, as applicable, providing a current Title VI Program Plan and a Community Participation Plan (alternatively may be called a Public Participation Plan) to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. A completed FAA Title VI Pre-Grant Award Checklist is also required for every grant application, unless excused by the FAA. The Sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights laws based on race, color, national origin (including limited English proficiency), sex (including sexual orientation and gender identity), creed, age, disability, genetic information, or environmental justice in consideration for federal financial assistance. The Sponsor, who has not sufficiently demonstrated the conditions of compliance with civil rights requirements will be required to do so before receiving funds. The Department's and FAA's Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with Federal civil rights requirements. Failure to comply with civil rights requirements will be considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.

29. **FAA Reauthorization Act of 2024.** This grant agreement is subject to the terms and conditions contained herein including the terms known as the Grant Assurances as they were published in the Federal Register on May 2022. On May 16, 2024, the FAA Reauthorization Act of 2024 made certain amendments to 49 U.S.C. chapter 471. The Reauthorization Act will require FAA to make certain amendments to the assurances in order to best achieve consistency with the statute. Federal law requires that FAA publish any amendments to the assurances in the Federal Register along with an opportunity to comment. In order not to delay the offer of this grant, the existing assurances are attached herein; however, FAA shall interpret and apply these assurances consistent with the Reauthorization Act. To the extent there is a conflict between the assurances and Federal statutes, the statutes shall apply. The full text of the FAA Reauthorization Act of 2024 is at <https://www.congress.gov/bill/118th-congress/house-bill/3935/text>.

### SPECIAL CONDITIONS

30. **Solid Waste Recycling Plan.** The Sponsor certifies that it has a solid waste recycling plan as part of an existing Airport Master Plan, as prescribed by 49 U.S.C. § 47106(a)(6).
31. **Design Grant.** This Grant Agreement is being issued in order to complete the design of the project. The Sponsor understands and agrees that within two (2) years after the design is completed that the Sponsor will accept, subject to the availability of the amount of Federal funding identified in the Airport Capital Improvement Plan (ACIP), a grant to complete the construction of the project in order to provide a useful and usable unit of work. The Sponsor also understands that if the FAA has provided Federal funding to complete the design for the project, and the Sponsor has not completed the design within four (4) years from the execution of this Grant Agreement, the FAA may suspend or terminate grants related to the design.
32. **Buy American Executive Orders.** The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.
33. **Final Project Documentation.** The Sponsor understands and agrees that in accordance with 49 USC 47111, and with the Airport District Office's (ADO) concurrence, that no payments totaling more than 90.0 percent of United States Government's share of the project's estimated allowable cost may be made before the project is determined to be substantially complete. Substantially complete means the following: (1) The project results in a complete, usable unit of work as defined in the grant agreement and (2) The sponsor submits necessary documents showing that the project is substantially complete per the contract requirements, or has a plan (that FAA agrees with) that addresses all elements contained on the punch list. Furthermore, no payments totaling more than 97.5 percent of the United States Government's share of the project's estimated allowable cost may be made until: (1) The sponsor submits all necessary closeout documentation and (2) The sponsor receives final payment notification from the ADO.
34. **Leaded Fuel.** FAA Reauthorization Act of 2024 (P.L. 118-63) Section 770 "Grant Assurances" requires airports that made 100-octane low lead aviation gasoline (100LL) available, any time during calendar year 2022, to not prohibit or restrict the sale, or self-fueling, of such aviation gasoline. This requirement remains until the earlier of 2030, or the date on which the airport or any retail fuel seller at the airport makes available an FAA-authorized unleaded aviation gasoline replacement for 100LL meeting either an industry consensus standard or other standard that facilitates the safe use,

production, and distribution of such unleaded aviation gasoline as deemed appropriate by the Administrator. The Sponsor understands and agrees, that any violations are subject to civil penalties.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.<sup>1</sup>

**UNITED STATES OF AMERICA  
FEDERAL AVIATION ADMINISTRATION**

**{{Sig\_es\_:signer1:signature:dimension(height=12mm,width=70mm)}}**

*(Signature)*

**{{N\_es\_:signer1:fullname }}**

*(Typed Name)*

**{{N\_es\_:signer1:title }}**

*(Title of FAA Official)*

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<sup>1</sup> Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

## Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.<sup>2</sup>

Dated **{{DateTime\_es\_:signer2:calc(now()):format(date," mmmm d, yyyy")}}**

**CITY OF PUEBLO, COLORADO**

*(Name of Sponsor)*

**{{Sig\_es\_:signer2:signature:dimension(height=12mm, width=70mm)}}**

*(Signature of Sponsor's Authorized Official)*

**By: {{N\_es\_:signer2:fullname }}**

*(Typed Name of Sponsor's Authorized Official)*

**Title: {{\*Ttl\_es\_:signer2:title }}**

*(Title of Sponsor's Authorized Official)*

<sup>2</sup> Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

### CERTIFICATE OF SPONSOR'S ATTORNEY

I, **{{N\_es :signer3: fullname}}**, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Colorado. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (P.L. 115-254); the Department of Transportation Appropriations Act, 2021 (P.L. 116-260, Division L); the Consolidated Appropriations Act, 2022 ( P.L. 117-103); Consolidated Appropriations Act, 2023 ( P.L. 117-328); Consolidated Appropriations Act, 2024 (P.L. 118-42); FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.<sup>3</sup>

Dated at **{{DateTime\_es :signer3:calc(now()):format(date," mmmm d, yyyy")}}**

By: **{{Sig\_es :signer3:signature:dimension(height=12mm, width=70mm)}}**

*(Signature of Sponsor's Attorney)*

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<sup>3</sup> Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.



## **ASSURANCES**

### **AIRPORT SPONSORS**

#### **A. General.**

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

#### **B. Duration and Applicability.**

1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. **Airport Planning Undertaken by a Sponsor.**

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, and 37 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

**C. Sponsor Certification.**

The sponsor hereby assures and certifies, with respect to this grant that:

**1. General Federal Requirements**

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant including but not limited to the following:

**FEDERAL LEGISLATION**

- a. 49 U.S.C. subtitle VII, as amended.
- b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.<sup>1</sup>
- c. Federal Fair Labor Standards Act – 29 U.S.C. § 201, et seq.
- d. Hatch Act – 5 U.S.C. § 1501, et seq.<sup>2</sup>
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.<sup>1, 2</sup>
- f. National Historic Preservation Act of 1966 – Section 106 – 54 U.S.C. § 306108.<sup>1</sup>
- g. Archeological and Historic Preservation Act of 1974 – 54 U.S.C. § 312501, et seq.<sup>1</sup>
- h. Native Americans Grave Repatriation Act – 25 U.S.C. § 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended – 42 U.S.C. § 7401, et seq.
- j. Coastal Zone Management Act, P.L. 92-583, as amended – 16 U.S.C. § 1451, et seq.
- k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 U.S.C. § 4012a.<sup>1</sup>
- l. 49 U.S.C. § 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 – 29 U.S.C. § 794.
- n. 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).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 – 42 U.S.C. § 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968, as amended – 42 U.S.C. § 4151, et seq.<sup>1</sup>
- s. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 – 42 U.S.C. § 8373.<sup>1</sup>
- t. Contract Work Hours and Safety Standards Act – 40 U.S.C. § 3701, et seq.<sup>1</sup>
- u. Copeland Anti-kickback Act – 18 U.S.C. § 874.<sup>1</sup>
- v. National Environmental Policy Act of 1969 – 42 U.S.C. § 4321, et seq.<sup>1</sup>
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.
- x. Single Audit Act of 1984 – 31 U.S.C. § 7501, et seq.<sup>2</sup>

- y. Drug-Free Workplace Act of 1988 – 41 U.S.C. §§ 8101 through 8105.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).
- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.
- bb. Build America, Buy America Act, P.L. 117-58, Title IX.

#### **EXECUTIVE ORDERS**

- a. Executive Order 11246 – Equal Employment Opportunity<sup>1</sup>
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction<sup>1</sup>
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency
- h. Executive Order 13985 – Executive Order on Advancing Racial Equity and Support for Underserved Communities Through the Federal Government
- i. Executive Order 13988 - Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation
- j. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America’s Workers
- k. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad

#### **FEDERAL REGULATIONS**

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. <sup>4, 5</sup>
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport Noise Compatibility Planning.
- g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.<sup>1</sup>

- j. 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.<sup>1</sup>
- k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).<sup>1</sup>
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).<sup>1</sup>
- m. 49 CFR Part 20 – New Restrictions on Lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.<sup>1, 2</sup>
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.<sup>1</sup>
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
- t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.
- x. 49 CFR Part 41 – Seismic Safety.

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**FOOTNOTES TO ASSURANCE (C)(1)**

- <sup>1</sup> These laws do not apply to airport planning sponsors.
- <sup>2</sup> These laws do not apply to private sponsors.
- <sup>3</sup> 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- <sup>4</sup> Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- <sup>5</sup> Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

## **SPECIFIC ASSURANCES**

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Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Grant Agreement.

### **2. Responsibility and Authority of the Sponsor.**

#### **a. Public Agency Sponsor:**

It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

#### **b. Private Sponsor:**

It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

### **3. Sponsor Fund Availability.**

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

### **4. Good Title.**

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

### **5. Preserving Rights and Powers.**

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the

Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.

- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

## **6. Consistency with Local Plans.**

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

## **7. Consideration of Local Interest.**

It has given fair consideration to the interest of communities in or near where the project may be located.

## **8. Consultation with Users.**

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

## **9. Public Hearings.**

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

## **10. Metropolitan Planning Organization.**

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

## **11. Pavement Preventive Maintenance-Management.**

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

## **12. Terminal Development Prerequisites.**

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 U.S.C. § 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

## **13. Accounting System, Audit, and Record Keeping Requirements.**

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United



States not later than six (6) months following the close of the fiscal year for which the audit was made.

#### **14. Minimum Wage Rates.**

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

#### **15. Veteran's Preference.**

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. § 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

#### **16. Conformity to Plans and Specifications.**

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

#### **17. Construction Inspection and Approval.**

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

#### **18. Planning Projects.**

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.

- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

#### **19. Operation and Maintenance.**

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:
  - 1. Operating the airport's aeronautical facilities whenever required;
  - 2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
  - 3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

#### **20. Hazard Removal and Mitigation.**

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

**21. Compatible Land Use.**

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

**22. Economic Nondiscrimination.**

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:
  1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
  2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.

- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

### **23. Exclusive Rights.**

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

### **24. Fee and Rental Structure.**

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

### **25. Airport Revenues.**

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
  - 1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the

revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
- c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 U.S.C. § 47107.

## **26. Reports and Inspections.**

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
  1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and

2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

## **27. Use by Government Aircraft.**

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

## **28. Land for Federal Facilities.**

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

## **29. Airport Layout Plan.**

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
  1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
  2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
  3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
  4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities

which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

- b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:
  1. eliminate such adverse effect in a manner approved by the Secretary; or
  2. bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

### **30. Civil Rights.**

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) 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); creed and sex (including sexual orientation and gender identity) per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
  1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
  2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
  3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, 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.
- c. Duration.

The sponsor agrees that it is obligated to this assurance 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 sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
  2. So long as the sponsor retains ownership or possession of the property.
- d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:
- “The City of Pueblo, Colorado, 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 or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.”
- e. Required Contract Provisions.
1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
  2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
  3. It will insert non-discrimination contract clauses 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 sponsor.
  4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor 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.
- f. It will provide for such methods of administration for the program as are found by the Secretary 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.

- g. It 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.

### **31. Disposal of Land.**

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
  - 1. Reinvestment in an approved noise compatibility project;
  - 2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
  - 3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117;
  - 4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
  - 5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.
- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
  - 1. Reinvestment in an approved noise compatibility project;
  - 2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
  - 3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117;
  - 4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-

sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

- d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

### **32. Engineering and Design Services.**

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U.S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

### **33. Foreign Market Restrictions.**

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

### **34. Policies, Standards, and Specifications.**

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (<https://www.faa.gov/airports/aip/media/aip-pfc-checklist.pdf>) for AIP projects as of January 16, 2024.

### **35. Relocation and Real Property Acquisition.**

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

### **36. Access By Intercity Buses.**

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

**37. Disadvantaged Business Enterprises.**

The sponsor shall not discriminate on the basis of race, color, national origin, or sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

**38. Hangar Construction.**

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

**39. Competitive Access.**

- a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:
  1. Describes the requests;
  2. Provides an explanation as to why the requests could not be accommodated; and
  3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.



**Background Paper for Proposed Ordinance**

**COUNCIL MEETING DATE:** August 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 TRANSFERRING, BUDGETING, AND APPROPRIATING REIMBURSEMENT PROCEEDS IN THE AMOUNT OF \$7,526.70 INTO THE AIRPORT OPERATING BUDGET ACCOUNT NO. 54070100-56012 - REPAIR AND MAINTENANCE SUPPLIES

**SUMMARY:**

This Ordinance transfers, budgets, and appropriates reimbursement proceeds in the amount of \$7,526.70 for crack fill material purchased for the Pueblo Memorial Airport.

**PREVIOUS COUNCIL ACTION:**

None.

**BACKGROUND:**

The Colorado Department of Transportation (CDOT) Aeronautics Division Crack Fill program will reimburse airports 90% of the crack fill material cost up to \$10,000 annually.

**FINANCIAL IMPLICATIONS:**

Pueblo Memorial Airport purchased \$8,363.00 in crack fill material and CDOT reimbursed 90% of the total cost. Reimbursement funds in the amount of \$7,526.70 will be transferred into Account No. 54070100-56012-Repair and Maintenance Supplies from the Airport Revenue Fund and will be used to purchase supplies for the airport.

**BOARD/COMMISSION RECOMMENDATION:**

Not applicable to this Ordinance.

**STAKEHOLDER PROCESS:**

Not applicable to this Ordinance.

**ALTERNATIVES:**

If this Ordinance is not approved, the reimbursement funds will not be transferred.

**RECOMMENDATION:**

Approve the Ordinance.

**ATTACHMENTS:**

None

ORDINANCE NO.

AN ORDINANCE TRANSFERRING, BUDGETING, AND APPROPRIATING REIMBURSEMENT PROCEEDS IN THE AMOUNT OF \$7,526.70 INTO THE AIRPORT OPERATING BUDGET ACCOUNT NO. 54070100-56012 - REPAIR AND MAINTENANCE SUPPLIES

WHEREAS, the Colorado Department of Transportation (CDOT) Aeronautics Division has reimbursed the Pueblo Memorial Airport for crack fill material purchased; NOW, THEREFORE,

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

SECTION 1.

Upon receipt, reimbursement proceeds in the amount of \$7,526.70 shall be budgeted, appropriated, and transferred into Operating Budget Account No. 54070100-56012-Repair and Maintenance Supplies from the Airport Revenue Fund.

SECTION 2.

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 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



**Background Paper for Proposed Ordinance**

**COUNCIL MEETING DATE:** August 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 AND RATIFYING A SUPPLEMENTAL ENVIRONMENTAL PROJECT AGREEMENT AND APPROVING A MODIFICATION TO SAID AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT FOR THE PURPOSE OF DEVELOPING A HOUSEHOLD HAZARDOUS WASTE PROGRAM; AUTHORIZING THE MAYOR TO EXECUTE THE MODIFICATION; ACCEPTING FUNDS IN THE AMOUNT OF \$378,880.00 FROM THE COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT; AND BUDGETING AND APPROPRIATING SAID FUNDS INTO PROJECT ACCOUNT NO. PL2302 - HOUSEHOLD HAZARDOUS WASTE PROGRAM

**SUMMARY:**

This proposed ordinance approves and ratifies a Supplemental Environmental Project (SEP) Agreement between the City of Pueblo and the Colorado Department of Public Health and Environment (CDPHE), approves a modification to said Agreement, and authorizes the Mayor to execute the modification. The Supplemental Environmental Project Agreement provides \$378,880 for the establishment of a Household Hazardous Waste collection program, which will be accepted and budgeted and appropriated into Project Account No. PL2302 - Household Hazardous Waste Program.

**PREVIOUS COUNCIL ACTION:**

None.

**BACKGROUND:**

The City has entered into a SEP Agreement which will provide funding for the establishment of a Household Hazardous Waste program. This project will provide Pueblo residents with a public facility to safely and cost-effectively dispose of items

such as household cleaners, pesticides, fertilizers, automotive fluids, fluorescent light bulbs, paints, batteries, and other common household waste items. The program would divert these hazardous wastes from local landfills and offer an easy alternative to illegal dumping that has become pervasive in this area. Funds provided under the program will be used to procure and install a prefabricated household hazardous waste storage building at the Pueblo RecycleWorks facility on Stockyard Road; fund the disposal of collected Household Hazardous Waste items; procure materials, supplies, and equipment necessary to operate the program; and provide necessary safety training for employees.

**FINANCIAL IMPLICATIONS:**

The City will accept funds from CDPHE in the amount of \$388,870.00 and budget and appropriate said funds into Project Account No. PL2302 - Household Hazardous Waste Program.

**BOARD/COMMISSION RECOMMENDATION:**

Not applicable to this Ordinance.

**STAKEHOLDER PROCESS:**

Not applicable to this Ordinance.

**ALTERNATIVES:**

Failing to approve this Ordinance will preclude the City of Pueblo from accepting the funds from CDPHE and prevent the establishment of the Household Hazardous Waste program.

**RECOMMENDATION:**

Recommend approval of this Ordinance.

**ATTACHMENTS:**

1. Pueblo\_Bechtell\_HHW\_SEPAgreement
2. SEP Modification

ORDINANCE NO.

AN ORDINANCE APPROVING AND RATIFYING A SUPPLEMENTAL ENVIRONMENTAL PROJECT AGREEMENT AND APPROVING A MODIFICATION TO SAID AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT FOR THE PURPOSE OF DEVELOPING A HOUSEHOLD HAZARDOUS WASTE PROGRAM; AUTHORIZING THE MAYOR TO EXECUTE THE MODIFICATION; ACCEPTING FUNDS IN THE AMOUNT OF \$378,880.00 FROM THE COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT; AND BUDGETING AND APPROPRIATING SAID FUNDS INTO PROJECT ACCOUNT NO. PL2302 - HOUSEHOLD HAZARDOUS WASTE PROGRAM

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

SECTION 1.

The Supplemental Environmental Project (SEP) Agreement between the City of Pueblo, a Municipal Corporation, and the Colorado Department of Public Health and Environment, relating to the provision of funds for the establishment of a Household Hazardous Waste collection program, a copy of which is attached hereto, is hereby ratified and approved subject to approval of the Modification to the SEP Agreement as set forth in Section 2 of this Ordinance.

SECTION 2.

The Modification to the SEP Agreement between the City of Pueblo, a Colorado Municipal Corporation, and the Colorado Department of Public Health and Environment, relating to the provision of funds for the establishment of a Household Hazardous Waste collection program, a copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved.

SECTION 3.

The Mayor is authorized to execute and deliver the modification to the SEP Agreement in the name of the City.

SECTION 4.

Project No. PL2302 - Household Hazardous Waste Program is hereby established and funds received from the Colorado Department of Public Health and Environment in the amount of \$378,880.00 are hereby accepted and budgeted and appropriated into said project account.

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. Furthermore, all actions previously taken by officers and staff of the City consistent with the agreement are hereby ratified.

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 \_\_\_\_\_.

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



# Third Party Supplemental Environmental Project (SEP) Agreement

Third Party Liable (Revised 9/21/2022)

**Document is completed by the third party SEP administrator.**

---

The third party SEP administrator, identified below, submits the following SEP agreement proposal to the Colorado Department of Public Health and Environment (the department) for consideration. If the application is approved, it shall be signed by appropriate representatives of the department. If the approved document is then signed by the applicant, it shall serve as the SEP agreement for the project(s) at issue.

## Enforcement action information

Regulated entity name: The Pueblo Chemical Agent Destruction Pilot Plant (PCAPP)

Enforcement case no.: 22-05-10-01 & 22-05-10-02

## Third party SEP administrator

Andrew Hayes, PE  
City of Pueblo  
Director of Public Works  
211 E D St.  
Pueblo, CO 81003  
719-553-2295/2267  
[ahayes@pueblo.us](mailto:ahayes@pueblo.us)

## Type of organization

Government

## Department SEP coordinator

Elizabeth Scherer  
720-515-0236  
[Elizabeth.scherer@state.co.us](mailto:Elizabeth.scherer@state.co.us)

## Geographic area served

City of Pueblo; Pueblo County

## SEP category

Pollution Prevention

## Project title

Pueblo Household Hazardous Waste Year-Round Collection Facility

## Project summary

This SEP will help develop a Household Hazardous Waste (HHW) program to include storage, training, equipment and safe transport services for all of Pueblo County. The facility would operate year-round for the benefit of residents throughout the County, allowing Pueblo to expand its waste diversion services to citizens. The HHW collection center will be located at the existing RecycleWorks facility at 1595 Stockyard Road, Pueblo, CO.

## Project description

**Problem Statement:** Residents within Pueblo County have no options for disposing of household hazardous waste items. When “improperly” disposed of, these items end up in local landfills. When improperly disposed of these wastes present serious risks to the environment and negatively impact the health and safety of residents.

**Project goals and objectives:** This project will provide Pueblo residents with a public facility to safely and cost-effectively dispose of items such as household cleaners, pesticides, fertilizers, automotive fluids, fluorescent light bulbs, paints, batteries, and other common household waste items. The program would divert these hazardous wastes from local landfills and offer an easy alternative to illegal dumping that has become pervasive in this area.

**Project tasks and activities and construction scope:** RecycleWorks is an already established recycling center that will provide expanded services to include acceptance of household hazardous waste with this funding. The proposed facility would be a prefabricated 10 x 40 building specifically built to hold household hazardous materials that would be equipped with fire detection/alarm/suppression systems. Within the existing footprint of RecycleWorks the plans would need to be redrawn to accommodate a new layout to support a permanent Concrete slab that could house the prefabricated building. Minimal exterior site improvements would be required as the RecycleWorks site is already surrounded by an 8-foot chain-link fence with two vehicle access gates and a paved parking area. The city currently has one full-time and two part-time staff members that operate and maintain the RecycleWorks operation. This SEP will fund and train one other part-time position to operate the HHW work. It is envisioned that the City would contract with a hazardous waste disposal company to collect, transport, and dispose of all waste streams collected under the HHW program in a way that ensures the facility continues to operate in compliance with state laws and regulations related to municipal household hazardous waste collection operations. Required changes to the full- and part-time staffing of the entire operation (RecycleWorks and HHW collection) would be evaluated to ensure sufficient resources are allocated and personnel assigned to facilitate sustained operation of the facility.

**Need for the project in the community:** There is no current option for residents seeking to dispose of household hazardous waste items other than through normal residential solid waste collections. There are also limited recycling options available within the city and the combined benefit of having both services available at one location is a critical step forward in improving and protecting the environment in Pueblo. The city has long sought opportunities to be able to expand its waste diversion programs to include the establishment of a HHW collection program. This project would allow that vision to become a reality and Pueblo citizens will reap the benefits for generations to come.



The Pueblo Department of Public Health and Environment (PDPHE) would assist with the integration of solid waste diversion programs for both the City of Pueblo and Pueblo County, provide education and outreach support for the expanded service offerings, and work with the city during the permitting, design, and implementation phase of the HHW project. PDPHE will also be a partner in sustaining the continued operation of the HHW program. The City of Pueblo will provide the property and daily labor to run the HHW collection.

The nearest household hazardous waste disposal/collection facility is in El Paso County, approximately 45 minutes north of the City of Pueblo, but the facility is only open to El Paso County residents. There are a few commercial hazardous waste disposal facilities in the area, but many do not accept residential waste streams and those that do are not generally cost-effective options for residents.

Since the SEP would be used to fund the permanent setting for HHW by using a prefabricated building, the construction effort would be limited because demolition and construction cost will not be required.

## Project work plan

Please specify project activities or deliverables below, as well as completion dates associated with project milestones and reports. Status reports are required biannually for projects 1 year in duration or longer. For projects under one year, a status report is required approximately half way through the project. Add rows as needed.

| Activities / Deliverables                                          | Staff responsible                                   | Due date                                                  |
|--------------------------------------------------------------------|-----------------------------------------------------|-----------------------------------------------------------|
| SEP Payment from Regulated Entity to Third Party SEP Administrator | Todd Ailes - Project Manager Bechtel National, Inc. | Within 30 days of the effective date of the Consent Order |
| Proposed implementation start date                                 | City of Pueblo                                      | March 1, 2023                                             |
| Hire and train 0.5 FTE staff                                       | City of Pueblo                                      | Ongoing through 12/31/2025                                |
| Start bid process for HHW transportation vendor                    | City of Pueblo                                      | March 1, 2023                                             |
| Biannual status report due                                         | City of Pueblo                                      | May 1, 2023                                               |

|                                                              |                |                   |
|--------------------------------------------------------------|----------------|-------------------|
| Construct concrete slab (provide photos)                     | City of Pueblo | June 30, 2023     |
| Procure Safety PPE, storage totes, etc.                      | City of Pueblo | June 30, 2023     |
| Procure and install HHW Storage Building<br>(Provide photos) | City of Pueblo | July 31, 2023     |
| Award Vendor for HHW transportation                          | City of Pueblo | July 31, 2023     |
| HHW Collection Start                                         | City of Pueblo | August 31, 2023   |
| Biannual status report due                                   | City of Pueblo | November 1, 2023  |
| Biannual status report due                                   | City of Pueblo | May 1, 2024       |
| Biannual status report due                                   | City of Pueblo | November 1, 2024  |
| Biannual status report due                                   | City of Pueblo | May 1, 2025       |
| Project completion date                                      | City of Pueblo | December 31, 2025 |
| SEP completion report due                                    | City of Pueblo | December 31, 2025 |

### Expected environmental and/or public health measures/results

When completed the updated RecycleWorks facility will integrate HHW collections services for County residents as well as City residents. This new addition will allow for items such as household cleaners, pesticides, fertilizers, automotive fluids, fluorescent light bulbs, paints,

batteries, and other common household waste items to be disposed of safely. When these items are improperly disposed of, they present serious risks to the environment and negatively impact the health and safety of residents. City and County residents currently have no reasonable options for disposing of these items other than through residential waste disposal methods which ultimately end up in the local landfill. PDPHE will track and report all HHW that is diverted by this new program.

## Project budget

Complete the summary table below and itemize expenses according to the budget categories provided. Add lines as necessary. Documentation of all expenditures is required as part of the completion report.

| Category                                                    | Description                                                                                     | SEP funds    | Matching funds (if applicable) | Total cost   |
|-------------------------------------------------------------|-------------------------------------------------------------------------------------------------|--------------|--------------------------------|--------------|
| Personnel - salaries, wages (including rates and # of hrs.) | .5 FTE Staffing for HHW collection for normal operating hours. 1040 hours x 3yrs @ \$17 per hr. | \$53,040.00  |                                | \$53,040.00  |
|                                                             | 40 HAZWOPER training                                                                            | \$500.00     |                                | \$500.00     |
| Materials and supplies                                      | PPE Gloves, Boots, Eye Protection, P-100 Face mask, Chemical Spill Kit,                         | \$1,000.00   |                                | \$1,000.00   |
|                                                             | Tote boxes for chemical separation                                                              | \$1,000.00   |                                | \$1,000.00   |
| Equipment                                                   | Prefabricated 10x40 Chemical storage building (See Attachments B.1 and B.2)                     | \$88,400.00  |                                | \$88,400.00  |
| Contractors / subcontractors                                | HHW vendor for pick up and disposal x 3yr contract                                              | \$205,000.00 |                                | \$205,000.00 |
|                                                             | Construction of 10x40 concrete pad for prefabricated building.                                  | \$11,500.00  |                                | \$11,500.00  |
|                                                             | Fire Alarm Panel Installation and System Commissioning                                          | \$9,000.00   |                                | \$9,000.00   |
| Other Direct Costs                                          | Transportation of prefabricated building from California                                        | \$7,680.00   |                                | \$7,680.00   |
|                                                             | Large forklift rental to placement of prefabricated building                                    | \$1,760.00   |                                | \$1,760.00   |
| Totals:                                                     |                                                                                                 | \$378,880.00 |                                | \$378,880.00 |

**Please note:** Any categorical changes exceeding 10% of the total budget require prior written approval from CDPHE through a SEP Modification.

## Budget discussion

The estimated project budget of \$378,880 would provide set up and implementation for the first three years with the SEP. The City of Pueblo will provide additional funding and support required to continue program after the 3-year contract with the transportation hauler and staffing. PDPHE will continue to promote and educate all citizens of Pueblo County about proper HHW disposal.

## Other relevant information

If the SEP is awarded to the City of Pueblo, The Pueblo Department of Public Health and Environment will transfer all funds to the City of Pueblo for the administration of the proposed project (Attachment C). SEP funds will be used to obtain the program resources and operate the household hazardous waste collection program as specified in the “Project Budget” section above. See Attachment A (City Letter) for additional information.

## Photos or maps related to the project:



## Reporting requirements

### Biannual status reports

The SEP administrator will submit a biannual project status report to the department’s SEP coordinator. Status reports will include, at a minimum, the following information and be submitted using the department’s status report form:

- A description of activities completed to date;
- A budget summary table listing funds expended to date by budget category; and
- A discussion of any anticipated changes to the project scope or timeline.

### SEP completion report

The SEP administrator will submit a SEP completion report to the department's SEP coordinator within 30 days of project completion and contain at a minimum:

- A detailed description of the project as implemented;
- A summary table identifying project deliverables and tasks along with the associated completion date;
- A description of any operating problems encountered and the solutions thereto;
- A full expense accounting including itemized costs, documented by copies of purchase orders, contracts, receipts or canceled checks;
- Certification and demonstration that the SEP has been fully implemented pursuant to the provisions of the settlement agreement and this SEP agreement;
- A description of the environmental and public health benefits resulting from implementation of the SEP along with **quantification** of the outcomes and benefits;

Additional information will include:

- Examples of brochures, educational or outreach materials developed or produced as part of the SEP; and
- Photographs documenting the project.

### Third party SEP administrator conditions and requirements

Only qualified tax-exempt 501(c)(3) nonprofits or governmental organizations are eligible to serve as the SEP administrator. The SEP administrator agrees to the following SEP conditions and requirements:

- I. Maintain the SEP funds paid by the regulated entity in an independent SEP account and draw funds from the account as-needed for the purposes outlined in this SEP agreement.
- II. Communicate issues and concerns related to the SEP promptly to the department SEP coordinator.
- III. If the SEP administrator elects to publicize the name of a violator in connection with the SEP either orally or in writing, the SEP administrator must also include the following statement: *"This project was undertaken in connection with the settlement of an enforcement action taken by the Colorado Department of Public Health and Environment for violations of environmental laws and regulations"*.
- IV. Complete the SEP as described in this SEP agreement
  - a. Any changes to the approved project scope or timeline must receive prior written approval from the department.
  - b. Budget reallocations of up to 10% of the total SEP payment amount may be made without prior authorization. Budget reallocations of over 10% must first receive written prior authorization from the department.
- V. Complete the SEP within the time frame(s) indicated in this SEP agreement. If the SEP administrator is unable to meet the SEP agreement time frame(s) for the completion

of the SEP, the SEP administrator may request a deadline extension in writing from the department no later than 30 days prior to the deadline.

VI. In any of the following situations, all funds remaining in the SEP account shall be released to the department within 30 days of the department's written request:

- a. The SEP administrator fails to complete the project or submit the SEP completion report;
- b. The project has been fully implemented and there are still funds remaining in the SEP account; or
- c. The department terminates the SEP for failure of the third party SEP administrator to adhere to this SEP agreement.

VII. Make available, at the department's request, all records pertaining to the SEP.

- a. The SEP administrator shall maintain a complete file of all records, documents, communications, and other materials that pertain to the operation of the SEP or the delivery of services under the SEP agreement. Such files shall be sufficient to properly reflect all direct and indirect costs of labor, materials, equipment, supplies and services.
- b. The SEP administrator authorizes the department to perform audits and/or inspections of its SEP records, at any reasonable time during the implementation of the project and for a period of one (1) year following the completion of the project.

Failure to adhere to any of the above conditions and requirements may result in the termination of the SEP and/or no further SEP referrals.

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### **This section to be completed in the event of a SEP agreement only**

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#### **Certification statement**

I, Andrew E. Hayes, P.E., Director of Public Works, certify on behalf of City of Pueblo, that City of Pueblo is not required or has not previously committed to perform this project and agrees to the SEP conditions and requirements detailed in this document.



2023.01.30 07:29:10 -07'00'

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Signed and dated

Andrew E. Hayes, P.E., Director of Public Works, City of Pueblo

---

## Department use only

This SEP has been reviewed and approved by the Colorado Department of Public Health and Environment.

**Kevin Mackey**

Digitally signed by Kevin Mackey  
Date: 2023.01.27 12:02:13 -07'00'

---

Signed and dated

Kevin Mackey, Hazardous Waste Permitting Unit Leader  
Hazardous Materials and Waste Management Division  
Colorado Department of Public Health and Environment

**Elizabeth A. Scherer**

Digitally signed by Elizabeth A. Scherer  
Date: 2023.01.27 08:57:01 -07'00'

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Signed and dated

Elizabeth Scherer, Supplemental Environmental Projects Coordinator  
Division of Environmental Health & Sustainability  
Colorado Department of Public Health and Environment

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## Third-Party Liabe Supplemental Environmental Project (SEP) Modification Request

Third Party Liabe (Revised 6/16/2023)

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Document is completed by the third-party SEP administrator.

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The third-party SEP administrator submits the following SEP modification request to the Colorado Department of Public Health and Environment (the department) for consideration. If the modification is approved, it shall be signed by appropriate representatives of both the SEP administrator and the department and shall serve to modify the existing SEP agreement for the project at issue. All terms of the existing SEP agreement, not directly addressed through the amendment(s) below, remain in full force and effect.

### Enforcement action information

Regulated entity name: The Pueblo Chemical Agent Destruction Pilot Plant (PCAPP)

Enforcement case no.: 22-05-10-01 & 22-05-10-02

### Third party SEP administrator

Andrew Hayes, Director of Public Works

City of Pueblo

211 E. D Street

Pueblo, CO 81003

719-553-2295

[ahayes@pueblo.us](mailto:ahayes@pueblo.us)

Robert Banham, Solid Waste Coordinator

City of Pueblo

211 E. D Street

Pueblo, CO 81003

719-553-2748

[rbanham@pueblo.us](mailto:rbanham@pueblo.us)

### Project title

Pueblo Household Hazardous Waste Year-Round Collection Facility

### Basis for modification request

The City of Pueblo requests to modify the “Budget Discussion” section of the current SEP Agreement dated January 30, 2023 as indicated below. Subject to future appropriations by City Council, Pueblo still intends to fund the project after the completion of the three (3) year service contract. The modification is requested to add clarifying language such that the City cannot commit to a debt or multi-fiscal year obligation of future appropriations, and that

this will not constitute a default or breach of the agreement. The modification also adjusts the due dates for project benchmarks and requested status reports.

## SEP agreement sections as modified

### Project work plan

Please specify project activities or deliverables below, as well as completion dates associated with project milestones and reports. Status reports are required biannually for projects 1 year in duration or longer. For projects under one year, a status report is required approximately half way through the project. Add rows as needed.

| Activities / Deliverables                                          | Staff responsible                                   | Due date                                                  |
|--------------------------------------------------------------------|-----------------------------------------------------|-----------------------------------------------------------|
| SEP Payment from Regulated Entity to Third Party SEP Administrator | Todd Ailes - Project Manager Bechtel National, Inc. | Within 30 days of the effective date of the Consent Order |
| Proposed implementation start date                                 | City of Pueblo                                      | March 1, 2023                                             |
| Hire and train 0.5 FTE staff                                       | City of Pueblo                                      | Ongoing through 12/31/2025                                |
| Start bid process for HHW transportation vendor                    | City of Pueblo                                      | <del>March 1, 2023</del> April 1, 2024                    |
| Biannual status report due                                         | City of Pueblo                                      | <del>May 1, 2023</del> May 1, 2024                        |
| Construct concrete slab (provide photos)                           | City of Pueblo                                      | <del>June 30, 2023</del> May 1, 2024                      |
| Award Vendor for HHW transportation                                | City of Pueblo                                      | June 1, 2024                                              |
| Procure Safety PPE, storage totes, etc.                            | City of Pueblo                                      | <del>June 30, 2023</del> July 1, 2024                     |

|                                                              |                           |                                                                              |
|--------------------------------------------------------------|---------------------------|------------------------------------------------------------------------------|
| Procure and install HHW Storage Building<br>(Provide photos) | City of Pueblo            | <del>July 31, 2023</del><br>December 1, 2024                                 |
| <del>Award Vendor for HHW transportation</del>               | <del>City of Pueblo</del> | <del>July 31, 2023</del>                                                     |
| HHW Collection Start                                         | City of Pueblo            | <del>August 31, 2023</del><br>January 1, 2025                                |
| Monthly status report due                                    | City of Pueblo            | Due at the 1st of<br>the month every<br>month until HHW<br>Collection Starts |
| Quarterly status report due                                  | City of Pueblo            | Jan 1, 2025                                                                  |
| Quarterly status report due                                  | City of Pueblo            | April 1, 2025                                                                |
| Biannual status report due                                   | City of Pueblo            | July 1, 2025                                                                 |
| Biannual status report due                                   | City of Pueblo            | Jan 1, 2026                                                                  |
| Biannual status report due                                   | City of Pueblo            | July 1, 2026                                                                 |
| Biannual status report due                                   | City of Pueblo            | Jan 1, 2027                                                                  |
| Biannual status report due                                   | City of Pueblo            | July 1, 2027                                                                 |
| Project completion date                                      | City of Pueblo            | December 31, 2027                                                            |

|                           |                |                  |
|---------------------------|----------------|------------------|
| SEP completion report due | City of Pueblo | January 31, 2028 |
|---------------------------|----------------|------------------|

### Budget Discussion

The estimated project budget of \$378,880 would provide set up and implementation for the first three years with the SEP. PDPHE will continue to promote and educate all citizens of Pueblo County about proper HHW disposal. **The City of Pueblo will provide additional funding and support required to continue program after the 3-year contract with the transportation hauler and staffing; provided, however, it is expressly recognized that any such additional funding shall not constitute, nor 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 Colorado Constitution or any other constitutional, statutory or charter debt limitation. In the event the budget or other means of appropriations for any such year fails to provide any such additional funding, such failure shall not constitute a default or breach of this Agreement by the City.**

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**This section to be completed in the event of an approved SEP modification only.**

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I, Heather Graham, Mayor certify on the behalf of the City of Pueblo that the City of Pueblo approved the above modifications to the SEP Agreement.

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Signed and dated  
Heather Graham, Mayor  
City of Pueblo

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### Department use only

This SEP modification has been reviewed and approved by the Colorado Department of Public Health and Environment.

Colleen Brisnehan  Digitally signed by Colleen Brisnehan  
Date: 2024.07.26 10:31:31 -06'00'

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Signed and dated  
Colleen Brisnehan, Hazardous Waste Program Manager  
Hazardous Materials and Waste Management Division  
Colorado Department of Public Health and Environment

Alex Scherer

 Digitally signed by Alex Scherer  
Date: 2024.07.29 09:07:58 -06'00'

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Alexander Scherer, Supplemental Environmental Projects Coordinator,  
Division of Environmental Health & Sustainability  
Colorado Department of Public Health and Environment



**Background Paper for Proposed Ordinance**

**COUNCIL MEETING DATE:** August 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 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: BRO M086-104 (26412) PUEBLO 18TH STREET BRIDGE REHAB, ACCEPTING A GRANT IN THE AMOUNT OF \$448,000.00, ESTABLISHING PROJECT ACCOUNT CI2446, 18TH STREET REHABILITATION, TRANSFERRING \$112,000.00 FROM PROJECT ACCOUNT HUAN01, STREET RESURFACING PROJECT TO PROJECT ACCOUNT CI2446, 18TH STREET BRIDGE REHABILITATION PROJECT, BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF \$560,000, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

**SUMMARY:**

This Ordinance approves an Intergovernmental Agreement ("IGA") between Pueblo, a Colorado Municipal Corporation ("City") and the State of Colorado, Colorado Department of Transportation ("CDOT") accepting a grant in the amount of \$448,000, creates Project Account CI2446 for Pueblo 18th Street Rehabilitation Project, transfers \$112,000 for the required 20% match from Project Account HUAN01, and budgets and appropriates funds totaling \$560,000 for the Project.

**PREVIOUS COUNCIL ACTION:**

None.

**BACKGROUND:**

This Ordinance accepts the Off-System Bridge Program (BRO) grant award for 18th Street Bridge.

The City submitted a grant to CDOT for the 18th Street Bridge Rehab Project. Pueblo's

West Side has always been somewhat disconnected and isolated from the rest of Pueblo. Just last year, the remaining two blocks of W. 18th have been built. Now there is a complete connection between the W. 18th St bridge and CO State Hwy 45A.

The 18<sup>th</sup> Street bridge, built in 1973, spans across Wildhorse and Dry Creek. The culverts and surrounding area are in need of maintenance and repairs and are necessary to prolong the life of the culverts and bridge structure, to ensure the culverts are functioning as designed in the floodway, and have the intended flow capacity needed. Upon inspection, the City of Pueblo has determined that the culverts are 20-35% full of sediment which needs to be removed. Once the sediment is removed, all five culverts will be lined with Culvert Armoring to combat the rusting and pin holes. This lining should increase the service life of the culverts by 50 years.

A substantial amount of erosion has occurred on the upstream and downstream side of the culverts that will require regrading. The regrading will allow for a more distributed flow among the culverts. There are a numerous number of trees and shrubs hindering flow that will be removed. Removing these trees and shrubs will protect the culverts and bridge structure from any displacement or abrasions from the root systems. A rip rap apron will be placed at the inlets and outlets to prevent these erosion and sediment issues from occurring again. Additionally, crack-sealing and guardrail replacement will complete the rehabilitation.

The Department of Public Works has reviewed and is familiar with the grant application, award, and associated draft agreement, and to the best of our knowledge and belief, the City has the present ability to comply with all monetary expenditures, special conditions, certifications and assurances therein contained.

**FINANCIAL IMPLICATIONS:**

The matching funds in the amount of \$112,000.00 will be transferred from Project Account HUAN01, Street Resurfacing to Project Account CI2446, 18th Street Bridge Rehabilitation. Funds in the amount of \$560,000.00 shall be budgeted and appropriated for Project Account CI2446.

**BOARD/COMMISSION RECOMMENDATION:**

None.

**STAKEHOLDER PROCESS:**

None.

**ALTERNATIVES:**

Currently, there are no alternatives for completing the improvements without the funding from the Off-System Bridge Program funds.

**RECOMMENDATION:**

Approve the Ordinance.



**ATTACHMENTS:**

1. Draft Agreement (26412)

## ORDINANCE NO.

AN ORDINANCE 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: BRO M086-104 (26412) PUEBLO 18TH STREET BRIDGE REHAB, ACCEPTING A GRANT IN THE AMOUNT OF \$448,000.00, ESTABLISHING PROJECT ACCOUNT CI2446, 18TH STREET REHABILITATION, TRANSFERRING \$112,000.00 FROM PROJECT ACCOUNT HUAN01, STREET RESURFACING PROJECT TO PROJECT ACCOUNT CI2446, 18TH STREET BRIDGE REHABILITATION PROJECT, BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF \$560,000, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

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

### SECTION 1.

Project Account CI2446, 18th Street Bridge Rehabilitation Project, 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: BRO M086-104 (26412), Pueblo 18th Street Bridge Rehab, a copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved.

### SECTION 3.

Funds in the amount of \$112,000.00 are hereby transferred from Project Account HUAN01, Street Resurfacing to Project Account CI2446, 18th Street Bridge Rehabilitation Project, and budgeted and appropriated for the 18th Street Bridge Rehabilitation Project Account, CI2446.

### SECTION 4.

Subject to encumbrances by the Colorado State Department of Transportation, funds in the amount of \$560,000.00 are hereby budgeted and appropriated for the 18th Street Bridge Rehabilitation into Project Account CI2446.

### 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.

### 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 \_\_\_\_\_.

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

### Signature and Cover Page

|                                                                          |                      |                                                                                        |                                                 |
|--------------------------------------------------------------------------|----------------------|----------------------------------------------------------------------------------------|-------------------------------------------------|
| <b>State Agency</b><br>Department of Transportation                      |                      | <b>Agreement Routing Number</b><br>25-HA2-XC-00106                                     |                                                 |
| <b>Local Agency</b><br>CITY OF PUEBLO                                    |                      | <b>Agreement Effective Date</b><br>The later of the effective date or<br>July 18, 2024 |                                                 |
| <b>Agreement Description</b><br>Pueblo 18th Street Bridge Rehabilitation |                      | <b>Agreement Expiration Date</b><br>July 17, 2034                                      |                                                 |
| <b>Project #</b><br>BRO M086-<br>104 (26412)                             | <b>Region #</b><br>2 | <b>Contract Writer</b><br>CM                                                           | <b>Agreement Maximum Amount</b><br>\$560,000.00 |

### 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.

|                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                     |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>LOCAL AGENCY</b><br>CITY OF PUEBLO<br><br>By: _____<br>*Signature<br><br>Name: _____<br>(Heather Graham)<br><br>Title: _____<br>(Mayor)<br><br>Date: _____                                                                                                                                   | <b>STATE OF COLORADO</b><br>Jared S. Polis, Governor<br>Department of Transportation<br>Shoshana M. Lew, Executive Director<br><br>_____<br>Keith Stefanik, P.E., Chief Engineer<br><br>Date: _____ |
| <b>LOCAL AGENCY</b><br>CITY OF PUEBLO<br><br>By: _____<br>*ATTESTED BY<br><br>Name: _____<br>(Marisa Stoller)<br><br>Title: _____<br>(City Clerk)<br><br>Date: _____                                                                                                                            | <b>LEGAL REVIEW</b><br>Philip J. Weiser, Attorney General<br><br>_____<br>Assistant Attorney General<br><br>_____<br>By: (Print Name and Title)<br><br>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.<br><b>STATE CONTROLLER</b><br><b>Robert Jaros, CPA, MBA, JD</b><br><br>By: _____<br>Department of Transportation<br><br>Effective Date: _____ |                                                                                                                                                                                                     |

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### 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 July 17, 2034, 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](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 (this insurance requirement only applies if the Subcontractor has or will have access to State Confidential 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 (this insurance requirement only applies if the Subcontractor is providing professional services including but not limited to engineering, architectural, landscape architectural, professional surveying, industrial hygiene services, or any other commonly understood professional service)

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 protected 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) |
| Local Agency Coordinator, Don Scanga         |
| 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 and Contract refers to Agreement.

### **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(19), 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., applicable Local Agency law, rule or regulation.**

Financial obligations of the Parties 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: Pueblo 18<sup>th</sup> Street Bridge Rehab  
Project Number: BRO M086-104  
SubAccount #: 26412

#### **1. General Description**

The culverts and surrounding area will be maintained and repaired. The culverts are 20-35% full of sediment that will be removed. Once the sediment is removed, all five culverts will be cleaned, prepped, and lined with a rust-resistant, spray-on, flexible polymer coating. A substantial amount of erosion that has occurred on the upstream and downstream side of the culverts will be regraded. There are numerous trees and shrubs that will be removed. A rip rap apron will be placed at the inlets and outlets. Additionally, crack-sealing and guardrail replacement will complete the rehabilitation. Supplemental items that will also be part of the project include engineering services, revegetating disturbed areas with upland seeding, channel diversion, mobilization, and traffic control.

**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.**

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.**

**THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK**

## **EXHIBIT B**

### **SAMPLE IGA OPTION LETTER**

|                     |                             |                          |
|---------------------|-----------------------------|--------------------------|
| <b>Date</b>         | <b>State Fiscal Year</b>    | <b>Option Letter No.</b> |
| <b>Project Code</b> | <b>Original Agreement #</b> |                          |

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: \_\_\_\_\_  
Keith Stefanik, 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: \_\_\_\_\_



**EXHIBIT C FUNDING PROVISIONS****City of Pueblo – BRO M086-104 (26412)****A. Cost of Work Estimate**

The Local Agency has estimated the total cost the Work to be \$560,000.00, which is to be funded as follows:

|                                                   |                                                                    |                          |
|---------------------------------------------------|--------------------------------------------------------------------|--------------------------|
| <b>1. FUNDING</b>                                 |                                                                    |                          |
| a.                                                | Federal Funds<br>(80% of BRO Award)                                | \$448,000.00             |
| b.                                                | Local Agency Funds<br>(20% of BRO Award)                           | \$112,000.00             |
| <b>TOTAL FUNDS ALL SOURCES</b>                    |                                                                    | <b>\$560,000.00</b>      |
| <b>2. OMB UNIFORM GUIDANCE</b>                    |                                                                    |                          |
| 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                   |
| <b>3. ESTIMATED PAYMENT TO LOCAL AGENCY</b>       |                                                                    |                          |
| a.                                                | Federal Funds Budgeted                                             | \$448,000.00             |
| b.                                                | Less Estimated Federal Share of CDOT-Incurred Costs                | \$0.00                   |
| <b>TOTAL ESTIMATED PAYMENT TO LOCAL AGENCY</b>    |                                                                    | <b>80% \$448,000.00</b>  |
| <b>TOTAL ESTIMATED FUNDING BY LOCAL AGENCY</b>    |                                                                    | <b>20% \$112,000.00</b>  |
| <b>TOTAL PROJECT ESTIMATED FUNDING</b>            |                                                                    | <b>100% \$560,000.00</b> |
| <b>4. FOR CDOT ENCUMBRANCE PURPOSES</b>           |                                                                    |                          |
| a.                                                | Total Encumbrance Amount (Federal funds + Local Agency funds)      | \$560,000.00             |
| b.                                                | Less ROW Acquisition 3111 and/or ROW Relocation 3109               | \$0.00                   |
| <b>NET TO BE ENCUMBERED BY CDOT IS AS FOLLOWS</b> |                                                                    | <b>\$560,000.00</b>      |

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 26412.10.30 | Performance Period Start*/End Date<br>TBD – TBD | Design 3020 | \$0.00 |
| WBS Element 26412.20.10 | Performance Period Start*/End Date<br>TBD - TBD | 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. Funding Ratios**

The funding ratio for the federal funds for this Work is 80% federal funds to 20% Local Agency funds, and this ratio applies only to the \$560,000.00 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 \$560,000.00, and

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 \$560,000.00, then the amounts of Local Agency and federal funds will be decreased in accordance with the funding ratio described in **A1**. **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 \$448,000.00. For CDOT accounting purposes, the federal funds of \$448,000.00 and the Local Agency funds of \$112,000.00 will be encumbered for a total encumbrance of \$560,000.00, unless this amount is increased by an executed amendment before any increased cost is incurred. The total budget is \$560,000.00, 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 RESOLUTION (IF APPLICABLE)**

# Exhibit E:

## Local Agency Administration Checklist

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                               |                       |                   |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------|-----------------------|-------------------|
| <b>COLORADO DEPARTMENT OF TRANSPORTATION</b><br><b>LOCAL AGENCY CONTRACT ADMINISTRATION CHECKLIST</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                               |                       |                   |
| Project No.<br>BRO M086-104                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | STIP No.<br>SR25164.086                       | Project Code<br>26412 | Region<br>2       |
| Project Location<br>Pueblo 18 <sup>th</sup> Street Bridge in Pueblo Colorado                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                               |                       | Date<br>5/14/2024 |
| Project Description<br>Pueblo 18 <sup>th</sup> Street Bridge Rehab                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                               |                       |                   |
| Local Agency<br>The City of Pueblo                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Local Agency Project Manager<br>Kelly Grisham |                       |                   |
| CDOT Resident Engineer<br>Lachelle Davis                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | CDOT Project Manager<br>Don Scanga            |                       |                   |
| <b>INSTRUCTIONS:</b><br>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> .<br><br>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.<br><br>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.<br><br>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.<br><br>Note:<br>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                 |      |
| 5.13                                         | Document Design Exceptions - CDOT Form 464                                                                    | X                 |      |
| 5.14                                         | Prepare Plans, Specifications and Construction Cost Estimates                                                 | X                 |      |

| NO.                                                          | DESCRIPTION OF TASK                                                                                                                                                                                                                                                                                                                                                           | RESPONSIBLE PARTY |      |
|--------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|------|
|                                                              |                                                                                                                                                                                                                                                                                                                                                                               | LA                | CDOT |
| 5.15                                                         | Ensure Authorization of Funds for Construction                                                                                                                                                                                                                                                                                                                                |                   | X    |
| <b>PROJECT DEVELOPMENT CIVIL RIGHTS AND LABOR COMPLIANCE</b> |                                                                                                                                                                                                                                                                                                                                                                               |                   |      |
| 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<br>This project <input type="checkbox"/> 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.)<br><br>Lachelle Davis<br>CDOT Resident Engineer (Signature on File) 5/14/2024<br>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    |
| <b>ADVERTISE, BID AND AWARD</b>                              |                                                                                                                                                                                                                                                                                                                                                                               |                   |      |
| 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                 |      |
| <b>CONSTRUCTION MANAGEMENT</b>                               |                                                                                                                                                                                                                                                                                                                                                                               |                   |      |
| 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 <i>CDOT Construction Manual</i> )                                                                                                                                                                                                                                                                                                  | X                 |      |
|                                                              | Concrete Pavement Pre-Paving (Agenda is in <i>CDOT Construction Manual</i> )                                                                                                                                                                                                                                                                                                  | X                 |      |
|                                                              | HMA Pre-Paving (Agenda is in <i>CDOT Construction Manual</i> )                                                                                                                                                                                                                                                                                                                | 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."<br>Kurt Patrick 719-553-2283<br>Local Agency Professional Engineer or Phone number<br>CDOT Resident Engineer                                                                                                                                            | X                 |      |
|                                                              | Provide competent, experienced staff who will ensure the Contract work is constructed in accordance with the plans and specifications                                                                                                                                                                                                                                         | X                 |      |

| NO.                                                   | DESCRIPTION OF TASK                                                                                                                                                                                                                                                                                                      | RESPONSIBLE PARTY |      |
|-------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|------|
|                                                       |                                                                                                                                                                                                                                                                                                                          | LA                | CDOT |
|                                                       | 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<br><br>Provide the name and phone number of the person authorized for this task.<br><br>Kelly Grisham 719-553-2254<br>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<br><br>Provide the name and phone number of the person responsible for this task.<br><br>Don Scanga 719-546-5434<br>CDOT Resident Engineer Phone number                                                                                                                       |                   | X    |
| <b>MATERIALS</b>                                      |                                                                                                                                                                                                                                                                                                                          |                   |      |
| 9.1                                                   | Discuss Materials at Pre-Construction Meeting<br>• Buy America documentation required <b>prior to</b> installation of steel                                                                                                                                                                                              | X                 |      |
| 9.2                                                   | Complete CDOT Form 250 - Materials Documentation Record<br>• Generate form, which includes determining the minimum number of required tests and applicable material submittals for all materials placed on the project<br>• Update the form as work progresses<br>• Complete and distribute form after work is completed | X<br>X            | X    |
| 9.3                                                   | Perform Project Acceptance Samples and Tests                                                                                                                                                                                                                                                                             | X                 |      |
| 9.4                                                   | Perform Laboratory Verification Tests                                                                                                                                                                                                                                                                                    | X                 |      |
| 9.5                                                   | Accept Manufactured Products<br><br>Inspection of structural components:<br>• Fabrication of structural steel and pre-stressed concrete structural components<br>• Bridge modular expansion devices (0" to 6" or greater)<br>• Fabrication of bearing devices                                                            | X<br>X<br>X       |      |
| 9.6                                                   | Approve Sources of Materials                                                                                                                                                                                                                                                                                             | X                 |      |
| 9.7                                                   | Independent Assurance Testing (IAT), Local Agency Procedures <input type="checkbox"/> CDOT Procedures X<br>• Generate IAT schedule<br>• Schedule and provide notification<br>• Conduct IAT                                                                                                                               | X<br>X<br>X       |      |
| 9.8                                                   | Approve mix designs<br>• Concrete<br>• Hot mix asphalt                                                                                                                                                                                                                                                                   | X<br>X            |      |
| 9.9                                                   | Check Final Materials Documentation                                                                                                                                                                                                                                                                                      | X                 |      |
| 9.10                                                  | Complete and Distribute Final Materials Documentation                                                                                                                                                                                                                                                                    | X                 |      |
| <b>CONSTRUCTION CIVIL RIGHTS AND LABOR COMPLIANCE</b> |                                                                                                                                                                                                                                                                                                                          |                   |      |
| 10.1                                                  | Fulfill Project Bulletin Board and Pre-Construction Packet Requirements                                                                                                                                                                                                                                                  | X                 |      |
| 10.2                                                  | Process CDOT Form 205 - Sublet Permit Application<br>Review and sign completed CDOT Form 205 for each subcontractor, and submit to EEO/Civil Rights Specialist                                                                                                                                                           | X                 |      |

| NO.           | DESCRIPTION OF TASK                                                                                                                                           | RESPONSIBLE PARTY |      |
|---------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|------|
|               |                                                                                                                                                               | LA                | CDOT |
| 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                 |      |
| <b>FINALS</b> |                                                                                                                                                               |                   |      |
| 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 ENTERPRISES**

#### **SECTION 1. Policy**

It is the policy of the Colorado Department of Transportation (CDOT) that Disadvantaged Business Enterprises (DBEs) 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. Accordingly, CDOT's federally approved DBE Program Plan shall apply to this agreement.

#### **SECTION 2. Subrecipient and Participant Obligation.**

The Local Agency and its subrecipients agrees to ensure that DBEs certified through the Colorado Unified Certification Program 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.

All participants on contracts and subcontracts financed in whole or in part with Federal funds provided under this Agreement shall take all necessary and reasonable steps in accordance with the CDOT's federally approved DBE Program Plan to ensure that DBEs have the maximum opportunity to compete for and perform contracts.

Local Agency subrecipients and their contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of CDOT and federally assisted contracts.

#### **SECTION 3. DBE Program.**

The Local Agency subrecipient shall be responsible for complying with CDOT's FHWA-approved DBE Program Plan.

Local Agency requirements can be found at:

<https://www.codot.gov/business/civilrights>

## **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

## REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Non-segregated 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. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

### 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, United States Code, as required in 23 CFR 633.102(b) (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). 23 CFR 633.102(e).

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. 23 CFR 633.102(e).

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) in accordance with 23 CFR 633.102. 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 solicitation-for-bids or request-for-proposals 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). 23 CFR 633.102(b).

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. 23 CFR 633.102(d).

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. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

### II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A 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 Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), 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 Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), 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 Part 230, Subpart A, 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 (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 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 Part 35 and 29 CFR Part 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. 23 CFR 230.409 (g)(4) & (5).

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, sexual orientation, gender identity, 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 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 or other knowledgeable company official.

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, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure 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:**

a. 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.

b. 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).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. 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. 23 CFR 230.409. 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, sexual orientation, gender identity, 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, sexual orientation, gender identity, 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 thereunder. 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, sexual orientation, gender identity, 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, 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. Assurances Required:**

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient 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 recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

**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 more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, 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, sexual orientation, gender identity, 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), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway

Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

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 (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), 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 basic hourly 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. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act ([40 U.S.C. 3141\(2\)\(B\)](#)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. 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 must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. 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 classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH-1321) must 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. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in [29 CFR part 1](#), a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(ii) The classification is used in the area by the construction industry; and

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must 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 be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate 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 used 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) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) 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 will be sent by the contracting officer by email to [DBAconformance@dol.gov](mailto:DBAconformance@dol.gov). 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.

(4) 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 will, by email to [DBAconformance@dol.gov](mailto:DBAconformance@dol.gov), refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The 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.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division

under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must 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.

d. *Fringe benefits not expressed as an hourly rate.* 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 may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* 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, in accordance with the criteria set forth in § 5.28, 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.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

## 2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and 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.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901](#)–3907.

### 3. Records and certified payrolls (29 CFR 5.5)

*a. Basic record requirements (1) Length of record retention.* All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

*(2) Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; 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 [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

*(3) Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under paragraph 1.e. of this section 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 [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act, the contractor must 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.

*(4) Additional records relating to apprenticeship.* Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

*b. Certified payroll requirements (1) Frequency and method of submission.* The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting

agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

*(2) Information required.* The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at <https://www.dol.gov/sites/dolgov/files/WHDL/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

*(3) Statement of Compliance.* Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working 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 [29 CFR part 3](#); and

(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(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

*(4) Use of Optional Form WH-347.* The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.

(5) *Signature*. The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification*. The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under [18 U.S.C. 1001](#) and [31 U.S.C. 3729](#).

(7) *Length of certified payroll retention*. The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents*. The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access* (1) *Required record disclosures and access to workers*. The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements*. If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, 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, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under [29 CFR part 6](#) any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures*. Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address

of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

#### **4. Apprentices and equal employment opportunity (29 CFR 5.5)**

a. *Apprentices (1) Rate of pay*. Apprentices will be permitted to work at less than the predetermined rate for the work they perform 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 (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits*. Apprentices must 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, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio*. The allowable ratio of apprentices to journeymen on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must 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 this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates*. Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity*. The use of apprentices and journeymen under this part must be in conformity with



the equal employment opportunity requirements of Executive Order 11246, as amended, and [29 CFR part 30](#).

c. 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. 23 CFR 230.111(e)(2). 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 journeyworkers 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 as provided in 29 CFR 5.5.

**6. Subcontracts.** The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 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 as provided in 29 CFR 5.5.

**9. Disputes concerning labor standards.** As provided in 29 CFR 5.5, 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 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 [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, [18 U.S.C. 1001](#).

**11. Anti-retaliation.** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#); or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#).

## **V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

Pursuant to 29 CFR 5.5(b), 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 watchpersons 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. 29 CFR 5.5.

**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 and interest from the date of the underpayment. 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 watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)\* 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.

\* \$31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

### 3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, 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 that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901](#)–3907.

4. **Subcontracts.** The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the

event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. **Anti-retaliation.** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

- a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;
- b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;
- c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or
- d. Informing any other person about their rights under CWHSSA or this part.

## VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

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" in paragraph 1 of Section VI 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: (based on longstanding interpretation)

- (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. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), 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. Pursuant to 23 CFR 635.116(c), 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. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

## **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 Part 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. 23 CFR 635.108.

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 Part 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). 29 CFR 1926.10.

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 Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"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 11, 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 (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)**

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees 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 Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

**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. 2 CFR 180.220 and 1200.220.

**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. 2 CFR 180.320.

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. 2 CFR 180.325.

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. 2 CFR 180.345 and 180.350.

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, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient 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 recipient or subrecipient 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. 2 CFR 180.330.

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. 2 CFR 180.220 and 180.300.

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. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. 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 System for Award Management website (<https://www.sam.gov/>). 2 CFR 180.300, 180.320, and 180.325.

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 CFR 180.325.

\* \* \* \* \*

## **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 CFR 180.335;.

(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, 2 CFR 180.800;

(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, 2 CFR 180.700 and 180.800; 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. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

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## **3. 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). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant 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. 2 CFR 180.365.

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, Subpart I, 180.900 – 180.1020, 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 recipient or subrecipient of Federal funds and a participant (such as the prime or general contractor). "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 recipient or subrecipient 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. 2 CFR 1200.220 and 1200.332.

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. 2 CFR 180.220 and 1200.220.

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 System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

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.

i. 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. 2 CFR 180.325.

\* \* \* \* \*

#### **4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:**

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should 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 Part 20, App. A.

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.

#### **XII. USE OF UNITED STATES-FLAG VESSELS:**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS  
PREFERENCE FOR APPALACHIAN DEVELOPMENT  
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS  
ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)**  
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, Zipcode + 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

|                                                                                                                                                                                                                                                                                                                                                                     |                                          |                                    |                                  |                          |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------|------------------------------------|----------------------------------|--------------------------|
|                                                                                                                                                                                                                                                                                    | <b>CDOT SUBRECIPIENT RISK ASSESSMENT</b> | <b>Date:</b>                       |                                  |                          |
| 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:                                                                                                                                                                                                                                                                                                                     |                                          |                                    |                                  |                          |
| <b>Instructions: (See "Instructions" tab for more information)</b><br>1. Check only one box for each question. All questions are required to be answered.<br>2. Utilize the "Comment" section below the last question for additional responses.<br>3. When complete, check the box at the bottom of the form to authorize.                                          |                                          |                                    |                                  |                          |
|                                                                                                                                                                                                                                                                                                                                                                     |                                          | Yes                                | No                               | N/A                      |
| <b>EXPERIENCE ASSESSMENT</b>                                                                                                                                                                                                                                                                                                                                        |                                          |                                    |                                  |                          |
|                                                                                                                                                                                                                                                                                                                                                                     |                                          | Yes                                | No                               | N/A                      |
| 1 Is your entity new to operating or managing federal funds (has not done so within the past three years)?                                                                                                                                                                                                                                                          |                                          | <input type="checkbox"/>           | <input type="checkbox"/>         |                          |
| 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>                                                                                                                                                                                                               |                                          | <input type="checkbox"/>           | <input type="checkbox"/>         |                          |
| 3 Does your staff assigned to the program have at least three full years of experience with this federal program?                                                                                                                                                                                                                                                   |                                          | <input type="checkbox"/>           | <input type="checkbox"/>         |                          |
| <b>MONITORING/AUDIT ASSESSMENT</b>                                                                                                                                                                                                                                                                                                                                  |                                          |                                    |                                  |                          |
|                                                                                                                                                                                                                                                                                                                                                                     |                                          | 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?                                                                                                                                                                                                                                    |                                          | <input type="checkbox"/>           | <input type="checkbox"/>         | <input type="checkbox"/> |
| 5 a) Were there non-compliance issues in this prior review?                                                                                                                                                                                                                                                                                                         |                                          | <input type="checkbox"/>           | <input type="checkbox"/>         | <input type="checkbox"/> |
| b) What were the number and extent of issues in prior review?                                                                                                                                                                                                                                                                                                       |                                          | <input type="checkbox"/><br>1 to 2 | <input type="checkbox"/><br>>3   | <input type="checkbox"/> |
| <b>OPERATION ASSESSMENT</b>                                                                                                                                                                                                                                                                                                                                         |                                          |                                    |                                  |                          |
|                                                                                                                                                                                                                                                                                                                                                                     |                                          | 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> |                                          | <input type="checkbox"/>           | <input type="checkbox"/>         |                          |
| <b>FINANCIAL ASSESSMENT</b>                                                                                                                                                                                                                                                                                                                                         |                                          |                                    |                                  |                          |
|                                                                                                                                                                                                                                                                                                                                                                     |                                          | Yes                                | No                               | N/A                      |
| 7 a) Does your entity have an indirect cost rate that is approved and current?                                                                                                                                                                                                                                                                                      |                                          | <input type="checkbox"/>           | <input type="checkbox"/>         |                          |
| 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?                                                                                                                                                                                                                                                                                                 |                                          | <input type="checkbox"/><br>>10%   | <input type="checkbox"/><br><10% |                          |
| 9 Has your entity returned lapsed* funds? *Funds "lapse" when they are no longer available for obligation.                                                                                                                                                                                                                                                          |                                          | <input type="checkbox"/>           | <input type="checkbox"/>         | <input type="checkbox"/> |
| 10 Has your entity had difficulty meeting local match requirements in the last three years?                                                                                                                                                                                                                                                                         |                                          | <input type="checkbox"/>           | <input type="checkbox"/>         | <input type="checkbox"/> |
| 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.                                                                                                                                                                                                                                                                                                                                        | <input type="checkbox"/>     | <input type="checkbox"/>        | <input type="checkbox"/>     |
| 13                            | Does your entity have financial procedures and controls in place to accommodate a federal-aid project?                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | <input type="checkbox"/>     | <input type="checkbox"/>        |                              |
| 14                            | Does your accounting system identify the receipts and expenditures of program funds separately for each award?                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | <input type="checkbox"/>     | <input type="checkbox"/>        |                              |
| 15                            | Will your accounting system provide for the recording of expenditures for each award by the budget cost categories shown in the approved budget?                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | <input type="checkbox"/>     | <input type="checkbox"/>        |                              |
| 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.                                                                                                                                                                                                                                                                                                                                                                                                   | <input type="checkbox"/>     | <input type="checkbox"/>        | <input type="checkbox"/>     |
| 17                            | How many total FTE perform accounting functions within your organization?                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | <input type="checkbox"/> ≥ 6 | <input type="checkbox"/> 2 to 5 | <input type="checkbox"/> < 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.)                                                                                                                                                                                         | <input type="checkbox"/>     | <input type="checkbox"/>        |                              |
| 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:<br><b>YES</b> = 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.<br><b>NO</b> = 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.<br><b>N/A</b> = Check if have no violations. | <input type="checkbox"/>     | <input type="checkbox"/>        | <input type="checkbox"/>     |
| 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.                                                                                                                                                                                                                                                                                                                                                                                                                | <input type="checkbox"/>     | <input type="checkbox"/>        | <input type="checkbox"/>     |
| 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.)                                                                                                                                                                                                                                | <input type="checkbox"/>     | <input type="checkbox"/>        | <input type="checkbox"/>     |
| 22                            | a) Is your staff familiar with the relevant CDOT manuals and federal program requirements?                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | <input type="checkbox"/>     | <input type="checkbox"/>        | <input type="checkbox"/>     |
|                               | 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.                                                                                                                                                                                                                                                                                                                                                                                                                                                   | <input type="checkbox"/>     | <input type="checkbox"/>        | <input type="checkbox"/>     |
|                               | 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.                                                                                                                                                                                                                                                                                                                                                                                                             | <input type="checkbox"/>     | <input type="checkbox"/>        | <input type="checkbox"/>     |



|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                          |                          |                          |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|--------------------------|--------------------------|
| 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>                                                                                                                                                                                                                                                      | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 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>                                                                                                                                                                                                                                   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <p><b>Comments</b> - As needed, include the question number and provide comments related to the above questions. Insert additional rows as needed.</p> <div style="background-color: #fff9c4; height: 150px; border: 1px solid black;"></div>                                                                                                                                                                                                                                                            |                          |                          |                          |
| <div style="display: flex; justify-content: space-between; align-items: center;"> <div> <input type="checkbox"/> 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.         </div> <div style="text-align: center;">  </div> <div>           Tool Version:<br/>v2.0 (081816)         </div> </div> |                          |                          |                          |

## **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 (2<sup>nd</sup> tier subrecipient), must hold the 2<sup>nd</sup> 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. "Entity" means:
    - 2.1.2.1. a Non-Federal Entity;
    - 2.1.2.2. a foreign public entity;
    - 2.1.2.3. a foreign organization;
    - 2.1.2.4. a non-profit organization;
    - 2.1.2.5. a domestic for-profit organization (for 2 CFR parts 25 and 170 only);
    - 2.1.2.6. a foreign non-profit organization (only for 2 CFR part 170) only);
    - 2.1.2.7. a Federal agency, but only as a Subrecipient under an Award or Subaward to a non-Federal entity (or 2 CFR 200.1); or
    - 2.1.2.8. a foreign for-profit organization (for 2 CFR part 170 only).
  - 2.1.3. "Executive" means an officer, managing partner or any other employee in a management position.
  - 2.1.4. "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](http://www.treasury.gov).



- 2.1.5. “Federal Awarding Agency” means a Federal agency providing a Federal Award to a Recipient as described in 2 CFR 200.1
- 2.1.6. “Grant” means the Grant to which these Federal Provisions are attached.
- 2.1.7. “Grantee” means the party or parties identified as such in the Grant to which these Federal Provisions are attached.
- 2.1.8. “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.
- 2.1.9. “Nonprofit Organization” means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:
- 2.1.9.1. Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
  - 2.1.9.2. Is not organized primarily for profit; and
  - 2.1.9.3. Uses net proceeds to maintain, improve, or expand the operations of the organization.
- 2.1.10. “OMB” means the Executive Office of the President, Office of Management and Budget.
- 2.1.11. “Pass-through Entity” means a non-Federal Entity that provides a Subaward to a Subrecipient to carry out part of a Federal program.
- 2.1.12. “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.
- 2.1.13. “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.
- 2.1.14. “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.
- 2.1.15. “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:
- 2.1.15.1. Salary and bonus;
  - 2.1.15.2. 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;

- 2.1.15.3. 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;
  - 2.1.15.4. Change in present value of defined benefit and actuarial pension plans;
  - 2.1.15.5. Above-market earnings on deferred compensation which is not tax-qualified;
  - 2.1.15.6. 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.
- 2.1.16. “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.
- 2.1.17. “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.
- 2.1.18. “Unique Entity ID” means the Unique Entity ID established by the federal government for a Grantee at <https://sam.gov/content/home>.

### **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 UNIQUE ENTITY ID (UEI) 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.
- 4.2. UEI. Grantee shall provide its Unique Entity ID to its Prime Recipient, and shall update Grantee’s information in Sam.gov at least annually.

### **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](http://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 Unique Entity ID;
  - 8.1.2.2. Subrecipient Unique Entity ID if more than one electronic funds transfer (EFT) account;
  - 8.1.2.3. Subrecipient parent's organization Unique Entity ID;
  - 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 Unique Entity ID 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](http://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](http://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 Contract with the Enemy (2 CFR 200.215). Federal awarding agencies and recipients are subject to the regulations implementing “Never Contract 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 E 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
- 15.2.5. 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.
- v. 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.
- vi. Government wide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
- vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
- viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.

- ix. 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 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.

## 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 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:<br>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<br>(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, \_\_\_\_\_, on behalf of \_\_\_\_\_ (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: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

## **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.

| <b>Exhibit</b>                                                                             | <b>Funding only from<br/>FHWA</b> | <b>Funding only from<br/>ARPA</b> | <b>FHWA and ARPA Funding</b> |
|--------------------------------------------------------------------------------------------|-----------------------------------|-----------------------------------|------------------------------|
| <b>EXHIBIT A,</b><br>SCOPE OF WORK                                                         | ✓                                 | ✓                                 | ✓                            |
| <b>EXHIBIT B,</b><br>SAMPLE OPTION LETTER                                                  | ✓                                 | ✓                                 | ✓                            |
| <b>EXHIBIT C,</b><br>FUNDING PROVISIONS                                                    | ✓                                 | ✓                                 | ✓                            |
| <b>EXHIBIT D,</b><br>LOCAL AGENCY<br>RESOLUTION (IF<br>APPLICABLE)                         | ✓                                 | ✓                                 | ✓                            |
| <b>EXHIBIT E,</b><br>LOCAL AGENCY<br>AGREEMENT<br>ADMINISTRATION<br>CHECKLIST              | ✓                                 | ✓                                 | ✓                            |
| <b>EXHIBIT F,</b><br>CERTIFICATION FOR<br>FEDERAL-AID<br>AGREEMENTS                        | ✓                                 |                                   | ✓                            |
| <b>EXHIBIT G,</b><br>DISADVANTAGED<br>BUSINESS ENTERPRISE                                  | ✓                                 |                                   | ✓                            |
| <b>EXHIBIT H,</b><br>LOCAL AGENCY<br>PROCEDURES FOR<br>CONSULTANT SERVICES                 | ✓                                 |                                   | ✓                            |
| <b>EXHIBIT I,</b><br>FEDERAL-AID AGREEMENT<br>PROVISIONS FOR<br>CONSTRUCTION<br>AGREEMENTS | ✓                                 |                                   | ✓                            |
| <b>EXHIBIT J,</b><br>ADDITIONAL FEDERAL<br>REQUIREMENTS                                    | ✓                                 |                                   | ✓                            |
| <b>EXHIBIT K,</b><br>FFATA SUPPLEMENTAL<br>FEDERAL PROVISIONS                              | ✓                                 | ✓                                 | ✓                            |
| <b>EXHIBIT L,</b><br>SAMPLE SUBRECIPIENT<br>MONITORING AND RISK<br>ASSESSMENT FORM         | ✓                                 | ✓                                 | ✓                            |
| <b>EXHIBIT M,</b><br>OMB UNIFORM GUIDANCE<br>FOR FEDERAL AWARDS                            | ✓                                 |                                   | ✓                            |

|                                                                                       |   |   |   |
|---------------------------------------------------------------------------------------|---|---|---|
| <b>EXHIBIT N,</b><br>FEDERAL TREASURY<br>PROVISIONS                                   |   | ✓ | ✓ |
| <b>EXHIBIT O,</b><br>AGREEMENT WITH<br>SUBRECIPIENT OF<br>FEDERAL RECOVERY<br>FUNDS   |   | ✓ | ✓ |
| <b>EXHIBIT P,</b><br>SLFRF SUBRECIPIENT<br>QUARTERLY REPORT                           |   | ✓ | ✓ |
| <b>EXHIBIT Q,</b><br>SLFRF REPORTING<br>MODIFICATION FORM                             |   | ✓ | ✓ |
| <b>EXHIBIT R,</b><br>APPLICABLE FEDERAL<br>AWARDS                                     |   | ✓ | ✓ |
| <b>EXHIBIT S,</b><br>PII CERTIFICATAION                                               | ✓ | ✓ | ✓ |
| <b>EXHIBIT T,</b><br>CHECKLIST OF REQUIRED<br>EXHIBITS DEPENDENT ON<br>FUNDING SOURCE | ✓ | ✓ | ✓ |





**Background Paper for Proposed Ordinance**

**COUNCIL MEETING DATE:** August 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 AND ACCEPTING A DONATION OF FUNDS IN THE AMOUNT OF \$2,000.00 FOR DEPOSIT INTO THE CITY'S GENERAL FUND FROM THE BEULAH HISTORICAL SOCIETY TO THE CITY OF PUEBLO, TO OFFSET COSTS INCURRED FOR THE FABRICATION AND INSTALLATION OF HIGHWAY MEMORIAL SIGNS ON COLORADO STATE HIGHWAY 78 HONORING PFC MIKE HANRATTY

**SUMMARY:**

This Ordinance approves and accepts a donation of funds from the Beulah Historical Society to the City of Pueblo. The funds are a contribution to offset the cost to fabricate and install highway memorial signs on Colorado State Highway 78 to honor Pueblo's Medal of Honor recipients.

**PREVIOUS COUNCIL ACTION:**

None.

**BACKGROUND:**

The Public Works Department is seeking approval to receive a donation in the amount of \$2,000.00 from the Beulah Historical Society to be used to offset the cost for the fabrication and installation of highway memorial signs on Colorado State Highway 78 honoring PFC Mike Hanratty.

**FINANCIAL IMPLICATIONS:**

There are no matching funds required for this donation. The City of Pueblo will receive the entire \$2,000.00 upon passage of the Ordinance.

**BOARD/COMMISSION RECOMMENDATION:**

Not applicable to this Ordinance.

**STAKEHOLDER PROCESS:**

Not applicable to this Ordinance.

**ALTERNATIVES:**

If the City Council does not approve this Ordinance, the donated money will not be accepted. The Public Works Department will not be able to use the donation to fabricate and install highway memorial signs on Colorado State Highway 78.

**RECOMMENDATION:**

Approval of this Ordinance.

**ATTACHMENTS:**

None

ORDINANCE NO.

AN ORDINANCE APPROVING AND ACCEPTING A DONATION OF FUNDS IN THE AMOUNT OF \$2,000.00 FOR DEPOSIT INTO THE CITY'S GENERAL FUND FROM THE BEULAH HISTORICAL SOCIETY TO THE CITY OF PUEBLO, TO OFFSET COSTS INCURRED FOR THE FABRICATION AND INSTALLATION OF HIGHWAY MEMORIAL SIGNS ON COLORADO STATE HIGHWAY 78 HONORING PFC MIKE HANRATTY

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

SECTION 1.

The donation of funds from the Beulah Historical Society to the City of Pueblo in the amount of \$2,000.00 to offset the cost of the fabrication and installation of highway memorial signs on Colorado State Highway 78 honoring PFC Mike Hanratty is hereby accepted and deposited into the City's General Fund.

SECTION 2.

The officers of the City of Pueblo are authorized to perform any and all acts consistent with this Ordinance to implement the transactions 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



**Background Paper for Proposed Ordinance**

**COUNCIL MEETING DATE:** August 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 MAINTENANCE IGA BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION; PUEBLO COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF COLORADO; AND THE STATE OF COLORADO BY AND THROUGH THE COLORADO DEPARTMENT OF TRANSPORTATION RELATED TO THE MAINTENANCE OF INSTALLED ROADWAY IMPROVEMENTS ALONG THE MEDAL OF HONOR BOULEVARD CORRIDOR, AND AUTHORIZING THE MAYOR TO EXECUTE SAID AGREEMENT

**SUMMARY:**

The Ordinance will approve an Intergovernmental Agreement between the City, Pueblo County, and the Colorado Department of Transportation (CDOT) which outlines maintenance responsibilities of each of the parties for installed roadway improvements in the vicinity of Pueblo Boulevard (CO-45) and Medal of Honor Boulevard. The Ordinance also authorizes the Mayor to execute and deliver the agreement on behalf of the City.

**PREVIOUS COUNCIL ACTION:**

On June 13, 2024, City Council voted to approve Ordinance No. 10726 which approved an Easement Agreement between the City and the County related to the construction, operation, and maintenance of Medal of Honor Boulevard through City-owned land outside of the City, generally west of the new County Detention Facility.

**BACKGROUND:**

The City of Pueblo, Pueblo County, and CDOT have developed this agreement to clarify responsibilities associated with the operation and maintenance of roadway improvements on Medal of Honor Boulevard in the vicinity of Pueblo Boulevard (CO-45).

**FINANCIAL IMPLICATIONS:**

The segment of Medal of Honor Boulevard located within City of Pueblo is a City roadway and the City will have ongoing maintenance obligations for certain public improvements as outlined within the subject agreement. However, CDOT and Pueblo County have also undertaken obligations for some of the existing and new improvements. Pueblo County is responsible for managing the installation of the work under their project to construct the Medal of Honor roadway.

**BOARD/COMMISSION RECOMMENDATION:**

Not applicable to this Ordinance.

**STAKEHOLDER PROCESS:**

None.

**ALTERNATIVES:**

Failure to approve this Ordinance will prevent the City from being a party to the proposed agreement and place additional burden on the City for ongoing maintenance responsibility of improvements that would otherwise be the responsibility of Pueblo County and/or CDOT.

**RECOMMENDATION:**

Approval of the Ordinance.

**ATTACHMENTS:**

1. City-County-CDOT Maintenance Agreement - MOH Blvd

ORDINANCE NO.

AN ORDINANCE APPROVING A MAINTENANCE IGA BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION; PUEBLO COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF COLORADO; AND THE STATE OF COLORADO BY AND THROUGH THE COLORADO DEPARTMENT OF TRANSPORTATION RELATED TO THE MAINTENANCE OF INSTALLED ROADWAY IMPROVEMENTS ALONG THE MEDAL OF HONOR BOULEVARD CORRIDOR, AND AUTHORIZING THE MAYOR TO EXECUTE SAID AGREEMENT

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

SECTION 1.

The Intergovernmental Agreement between the City of Pueblo, a Colorado Municipal Corporation; Pueblo County, a political subdivision of the State of Colorado; and the State of Colorado, by and through the Colorado Department of Transportation; a copy of which is attached hereto, having been approved as to form by the City Attorney, are hereby approved.

SECTION 2.

The Mayor is authorized to execute and deliver the Intergovernmental Agreement 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 3.

The officers of the City of Pueblo 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



## STATE OF COLORADO INTERGOVERNMENTAL AGREEMENT

### Signature and Cover Page

|                                                                         |                      |                                                                                         |                                           |
|-------------------------------------------------------------------------|----------------------|-----------------------------------------------------------------------------------------|-------------------------------------------|
| <b>State Agency</b><br>Department of Transportation                     |                      | <b>Agreement Routing Number</b><br>24-HA2-XC-00047                                      |                                           |
| <b>Local Agency</b><br>Pueblo County Government and<br>City of Pueblo   |                      | <b>Agreement Effective Date</b><br>The later of the effective date or<br>March 22, 2024 |                                           |
| <b>Agreement Description</b><br>Medal of Honor Blvd at Pueblo Blvd MTCE |                      | <b>Agreement Expiration Date</b><br>End of the Useful Life of the Improvements          |                                           |
| <b>Project #</b><br>N/A                                                 | <b>Region #</b><br>2 | <b>Contract Writer</b>                                                                  | <b>Agreement Maximum Amount</b><br>\$0.00 |

### 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.

|                                                                                                                                                           |                                                                                                                                                                                                     |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Pueblo County Government</b><br><br>By: _____<br>(Signature)<br><br>Name: _____<br>(Print Name)<br><br>Title _____<br>(Print Title)<br><br>Date: _____ | <b>STATE OF COLORADO</b><br>Jared S. Polis, Governor<br>Department of Transportation<br>Shoshana M. Lew, Executive Director<br><br>_____<br>Keith Stefanik, P.E., Chief Engineer<br><br>Date: _____ |
| <b>Pueblo County Government</b><br><br>By: _____<br>(Signature)<br><br>Name: _____<br>(Print Name)<br><br>Title _____<br>(Print Title)<br><br>Date: _____ | <b>LEGAL REVIEW</b><br>Philip J. Weiser, Attorney General<br><br>_____<br>Assistant Attorney General<br><br>_____<br>By: (Print Name and Title)<br><br>Date: _____                                  |

|                                                                                                                                                                                       |  |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| <p style="text-align: center;"><b>City of Pueblo</b></p> <p>By: _____<br/>(Signature)</p> <p>Name: _____<br/>(Print Name)</p> <p>Title _____<br/>(Print Title)</p> <p>Date: _____</p> |  |
| <p style="text-align: center;"><b>City of Pueblo</b></p> <p>By: _____<br/>(Signature)</p> <p>Name: _____<br/>(Print Name)</p> <p>Title _____<br/>(Print Title)</p> <p>Date: _____</p> |  |

## **AGREEMENT**

**This Agreement**, is entered into by and between the State of Colorado for the use and benefit of the COLORADO DEPARTMENT OF TRANSPORTATION (the “State” or “CDOT”), and Pueblo County Government, the (“Local Agency”); and the City of Pueblo, the (“Local Agency”); CDOT and the Local Agency individually shall be referred to as a “Party”, and together shall be referred to as the “Parties.” This Agreement shall not be valid or enforceable until the Effective Date as shown on the Signature and Cover Page of this Agreement.

## **RECITALS**

CDOT has designed and constructed improvements for the Medal of Honor Blvd at Pueblo Blvd, in Pueblo County, Colorado, the (“Project”); and

The Parties recognize the importance and benefit to their respective systems by the Local Agencies’ operation and maintenance of a portion of the Project; and

The Parties desire to agree upon the division of responsibility for their respective maintenance and operation obligations (the “Work”) on the Project as shown in **Exhibit A**; and

The Local Agency is adequately staffed and suitably equipped to undertake and satisfactorily carry out its operations and maintenance responsibilities under this Agreement; and

Required approval, clearance and coordination has been accomplished from and with appropriate agencies; and

This Agreement is executed by the State under authority of §§43-1-106, 43-1-110, 43-1-201, et seq., 43-2-102, and 43-2-144, C.R.S., as amended; and

The Local Agency agrees by its execution hereof that it is duly authorized to enter into this Agreement. Authorization may be evidenced by an appropriate ordinance/resolution or authority letter. A copy of any such ordinance/resolution or authority letter may be attached as **Exhibit C**. The provision by the Local Agency to CDOT of such ordinance/resolution or authority letter is at the Local Agency’s discretion; and

These recitals are hereby incorporated into the terms of this Agreement.

**NOW, THEREFORE, it is hereby agreed that:**

I. **Scope of Work**

The Work under this Agreement shall consist of the inspection, operations, maintenance, and repair responsibilities of the Project as set forth and depicted in **Exhibit A**.

II. Exhibits

The Exhibits attached to this Agreement are:

**Exhibit A-** Scope of Work of the Project

**Exhibit B-** Local Agency Resolutions (If applicable)

**Exhibit C-** PII Certification

III. Order of Precedence

In the event of conflicts or inconsistencies between this Agreement and its exhibits, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:

1. Special Provisions contained in Section IX of this Agreement
2. This Agreement
3. **Exhibit A-** Scope of Work of the Project
4. **Exhibit B-** Local Agency Resolution (if applicable)
5. **Exhibit C-** PII Certification

IV. Term

This Agreement shall begin the date approved by all Parties and shall extend for the useful life of the improvements, unless earlier modified or terminated by written agreement of the Parties.

V. CDOT Commitments

- A. CDOT shall accept inspection, operation, maintenance, and repair responsibilities for the portions of the Work identified as CDOT's area of responsibility shown in **Exhibit A**.
- B. CDOT shall, at its own cost and expense, inspect, operate, maintain, repair, and make ample provision each year for said activities for those portions of the Work identified as CDOT's area of responsibility in **Exhibit A**.
- C. CDOT grants the Local Agency access to enter CDOT Right of Way ("ROW") to perform inspection and maintenance duties. Though a separate access permit will not be required, notification to CDOT of a Local Agency approved and CDOT accepted Method of Handling Traffic shall be required for any work impacting traffic.
- D. CDOT (and FHWA, if applicable) may make periodic inspections of the Project to verify that they are being adequately operated, maintained, and repaired. If CDOT inspections indicate the Project are not functioning as designed, CDOT may issue a written notice to the Local Agency to cure deficiencies. In the event the deficiencies are not remedied within the Project timeline after written notice from CDOT to the Local Agency, CDOT may take whatever steps CDOT deems necessary to maintain the Project. The Local Agency shall reimburse CDOT its actual and documented costs for such maintenance and repair work including labor, equipment, supplies, and materials. If CDOT repairs any deficiencies, it is under no obligation to maintain or repair in the future.

VI. Local Agency Commitments

- A. The Local Agency shall accept inspection, operation, maintenance, and repair responsibilities for the portions of the Work identified as the Local Agency's area of responsibility for the Work shown in **Exhibit A**.
- B. The Local Agency shall, at its own cost and expense, inspect, operate, maintain, repair, and make ample provision each year for those portions of the Work identified as the Local Agency's area of responsibility, as shown in **Exhibit A**.
- C. All Work by the Local Agency must be performed by a person experienced in the inspection, operation, and maintenance of the Project. This is to ensure that the Project are operating as designed. Any inspection form may be used if it is acceptable by agreement of the Parties.
- D. The Local Agency grants CDOT access to enter Local Agency ROW to perform CDOT's inspection, operation, maintenance, and repair duties of the Work.
- E. If after inspection of the Project, CDOT may issue a written notice to cure deficiencies if the Local Agency fails to inspect, report, or properly maintain the Project identified in **Exhibit A**. In the event the deficiencies are not remedied within the Project timeline after written notice from CDOT to the Local Agency, CDOT may take whatever steps CDOT deems necessary to maintain the Project. The Local Agency shall reimburse CDOT its actual and documented costs for such maintenance and repair work including labor, equipment, supplies, and materials. If CDOT repairs any deficiencies, it is under no obligation to maintain or repair in the future.

VII. Joint Commitments

- A. CDOT and the Local Agency will provide liaison through the representatives listed below. If the representatives or contact information changes the Party is to give written notice regarding the substitution of representatives or contact information to the other Party's Liaisons.

**CDOT Project Liaison**

Jason Nelson, P.E., Region 2 Traffic Program Engineer  
CDOT Region 2  
5615 Wills Blvd.  
Pueblo, CO 81008  
Phone: 719-546-5411  
Email: jason.nelson@state.co.us

**Pueblo County Government Project Liaison**

A. Karim Ayoub, PMP  
Pueblo County Government  
33601 United Ave, Room 204  
Pueblo, CO 81001  
Phone: 719-583-4753  
Email: karima@pueblounty.us

**City of Pueblo Project Liaison**

Andrew E. Hayes, P.E., Director of Public Works  
City of Pueblo  
211 E. D Street  
Pueblo, CO 81003  
Phone: 719-553-2267  
Email: ahayes@pueblo.us

- B. If safety concerns are identified relating to the Project, the Parties will partner with each other and any other affected local jurisdictions to identify the appropriate response to maintain safe and functional Project.
- C. Prior to commencing any activities, the Parties shall coordinate with each other to minimize impacts to landscaping and/or enhancements that were installed by the Local Agency. CDOT will not be responsible for replacing any enhanced landscaping or irrigation installed by the Local Agency.
- D. In the event the Project fail due to surpassing their useful life cycle, the Parties will be responsible for improvements that are not covered by maintenance responsibilities of the Local Agency pursuant to **Exhibit A**.
- E. Any fines levied against CDOT, or the Local Agency shall be the responsibility of the Party whose action or inaction is the cause of the fine, regardless of which Party the fine is levied against.
- F. The Parties shall make, keep, maintain, and allow inspection and monitoring by CDOT, 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. The Parties shall maintain such records for the useful life of the Project, following federal, State, and Local Agency record retention policies in either paper or electronic form.

**VIII. 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. 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.

C. 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.

D. Modification

The State may modify the terms and conditions of this Agreement by issuance of an updated Agreement, which shall be effective if Local Agency accepts Agreement Funds following receipt of the updated letter. The Parties may also agree to modification of the terms and conditions of the Agreement in a formal amendment to this Agreement, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules.

E. 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 Agreement Issuance Date. Local Agency 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, Agreement 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.

G. 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 the Agreement in accordance with the intent of the Agreement.

H. 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.

I. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described above, this Agreement 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 Agreement are incidental to the Agreement, and do not create any rights for such third parties.

#### J. 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.

#### K. Accessibility

- i. Local Agency shall comply with and the work 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 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. 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 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.

### IX. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3)

These Special Provisions apply to all contracts (agreements). Contractor refers to Local Agency and Contract refers to Agreement.

#### 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(19), 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., applicable Local Agency law, rule or regulation

Financial obligations of the Parties 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.

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK**

## Exhibit A: Scope of Work

Name of Project: Medal of Honor Blvd at Pueblo Blvd Maintenance IGA

Project Number: N/A

SubAccount#: N/A

The “Work” under this contract consists of maintenance responsibilities between the Colorado Department of Transportation (CDOT), Pueblo County Public Works (The County), and the City of Pueblo Public Works (The City). In addition to managing MOH Blvd Construction, the County will have maintenance responsibilities of the Contech CDS Hydrodynamic Separator and downstream storm drain system to the outfall below the CDS, and four (4) Detention Ponds within the MOH Blvd Project upstream of the Wildhorse Creek Tributary 1 crossing of Pueblo Blvd. The City responsibilities delineated include pavement, curb/gutters, street lights, storm drain system, and improvements depicted in the MOH Blvd Extension plans. The City, through Pueblo Sanitation Department will maintain the sanitary sewer Force Main System under Pueblo Blvd.

### Definitions

MS4: A conveyance or system of conveyances (including roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, man-made channels, or storm drains):

- a. owned or operated by a state, city, town, borough, county, parish, district, association, or other public body (created by or pursuant to state law) having jurisdiction over disposal of sewage, industrial wastes, stormwater, or other wastes, including special districts under state law such as a sewer district, flood control district or drainage district, or similar entity, or an Indian tribe or an authorized Indian tribal organization, or a designated and approved management agency under section 208 of the Clean Water Act (“CWA”) that discharges to waters of the United States;
- b. designed or used for collecting or conveying stormwater;
- c. which is not a combined sewer; and
- d. which is not part of a Publicly Owned Treatment Works (POTW). See 5 CCR 1002-61.2(62).

Drainage Facilities: refers to the permanent facilities and improvements intended to capture, detain, convey, reduce and/or manage stormwater runoff. Examples include, but are not limited to, stormwater drain inlets and pipes, flood-control-only facilities, water control facilities designed for non-MS4 purposes (whether to meet TMDL/TMAL requirements or that do not meet MS4 design criteria), PWQ Stormwater Conveyance Facilities, and PWQ

Facilities. Also referred to as Stormwater Facilities, Storm Drainage Systems or Facilities, or Storm Sewers.

Operation & Maintenance Manual: (O&M) refers to the Stormceptor Owner's Manual and Vortechs Guide incorporated into Exhibit A hereto that address how those respective PWQ Facilities should operate and how to maintain them.

PWQ Stormwater Conveyance Facilities: refers to the collection and conveyance systems, including inlets, catch basins, pipelines, and open channels that are used to transport stormwater to or from PWQ facilities. Any conveyance beyond the PWQ Stormwater Facility outfall (i.e. beyond the outlet structure) is in the PWQ Stormwater Conveyance Facilities.

PWQ Stormwater Access Facilities: consist of the surface improvements such as fencing, security gates, and access roads which are needed to operate and maintain the PWQ facilities.

PWQ Facilities are stormwater facilities that are intended to provide water quality benefits and are specifically used to meet water quality requirements as outlined in the Colorado Discharge Permit System (CDPS).

The PWQ Facilities, PWQ Stormwater Conveyance Facilities, and PWQ Stormwater Access Facilities are collectively referred to as Facilities. This does not include Drainage Facilities.

Stormwater shall mean stormwater runoff, snow melt runoff, and surface runoff and drainage. See 5 CCR 1002-61.2(103).

Stormwater Facilities collectively refers to drainage facilities and permanent water quality facilities.

## **Maintenance Responsibilities by Asset**

## **STORM DRAINAGE / SANITARY SYSTEMS:**

### **CDOT shall be responsible for:**

- 24" RCP starting at DR1-7 to connection of 24" RCP running from in Pueblo Blvd median.
- 18" RCP pipe on the Northwest corner running from the asphalt of Pueblo Blvd towards the new Wingwall of the 12' Culvert.
- Upgraded 24" RCP for 24th St Storm Water pipe to connection with DR1-4 in 24<sup>th</sup> St
- 18" RCP from DR1-2 to DR1-1 tie in.

### **The City shall be responsible for:**

- The 18" RCP from median on west side to DR3-1A
- The 18" RCP from curb on MOH (west side) to DR3-1C
- 24" RCP from DR1-4 through DR1-1 to outfall and grouted riprap.
- Sanitary Sewer Force Main
- 36" RCP receiving water from the Comanche subdivision towards the hydrodynamic separator.
- 30" RCP from south side of MOH going north towards Hydrodynamic Separator.

### **The County shall be responsible for:**

- The MS4 Contech CDS Hydrodynamic Separator along MOH Blvd
- The MOH Blvd 36" RCP stormwater outfall and upstream pipe below the CDS Hydrodynamic Separator.
- The existing 12' culvert and its extension to the northwest as depicted.
- The wing walls and apron of the 12' culvert extension.
- The Soldier Pile Wall and the existing downstream concrete apron and riprap.
- four (4) Detention Ponds within the MOH Blvd Project upstream of the Wildhorse Creek Tributary 1 crossing of Pueblo Blvd

## **PAVEMENT:**

### **CDOT shall be responsible for:**

- Pavement between pan line to pan line within the prism of CO 45.

### **The City shall be responsible for:**

- MOH Blvd HPB pavement
- MOH Blvd curb/gutter, ADA ramps, median/islands
- Right turn islands

#### **LIGHTING:**

##### **CDOT shall be responsible for:**

- Pueblo Blvd & MOH Blvd signal street lighting maintenance.

##### **The City shall be responsible for:**

- Pueblo Blvd & MOH Blvd street lighting maintenance and cost. The cost for replacement and power consumption of the street lighting.

#### **SIGNING and PAVEMENT MARKINGS:**

##### **CDOT shall be responsible for:**

- Cross walks through the intersection
- All intersection related signs for approaches to MOH Blvd along CO 45.

##### **The City shall be responsible for:**

- Marking around turn islands.
- Signing along MOH BLVD.

#### **GRAFFITI REMOVAL:**

##### **CDOT shall be responsible for:**

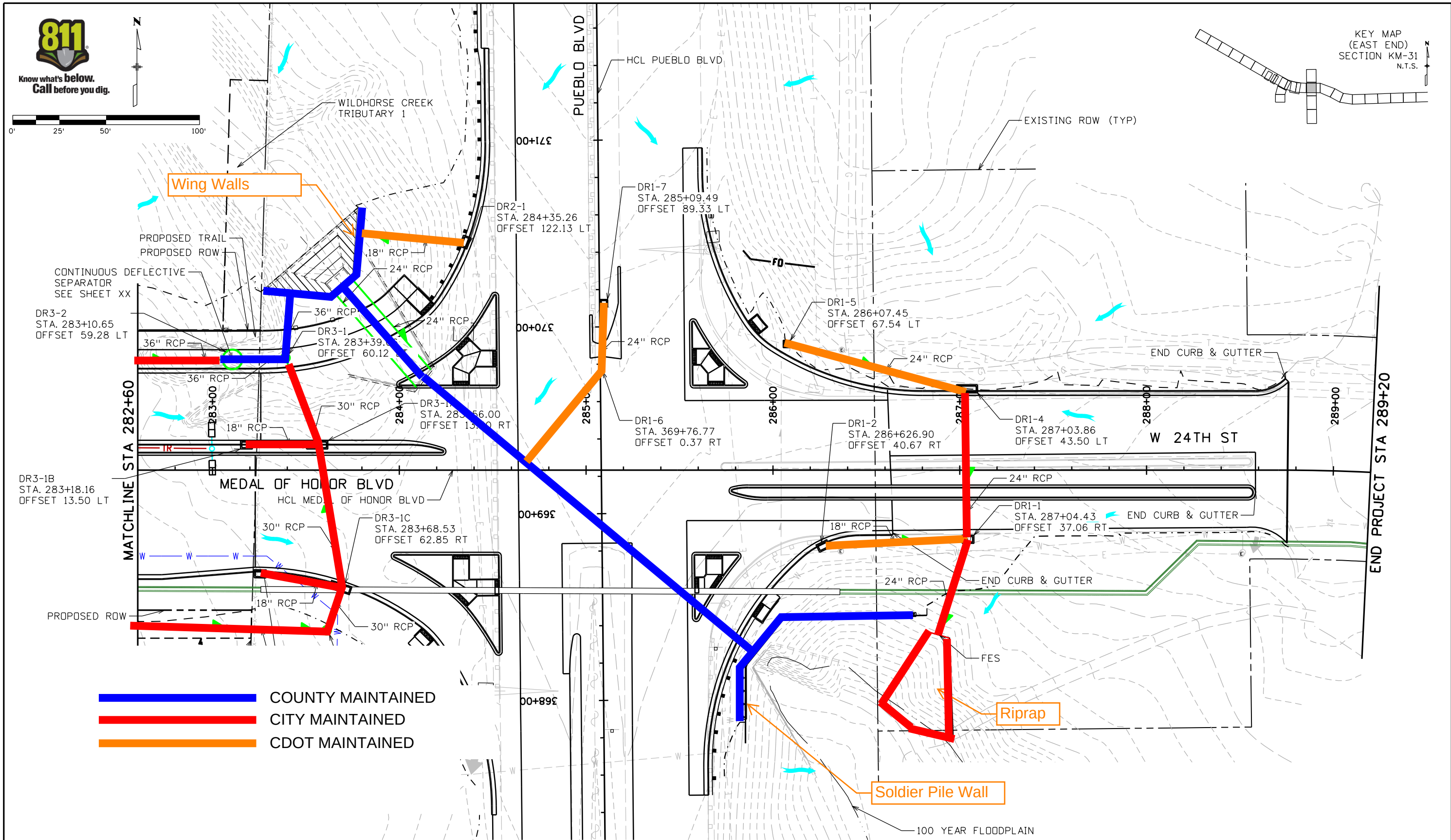
- Graffiti removal in unincorporated areas of the County.

##### **The City shall be responsible for:**

- Graffiti removal on all items outside of pavement prism along CO 45.

The parties further understand approval of this IGA is predicated upon CDOT's issuance of the MOH Blvd Access Permit, request previously submitted to CDOT on behalf of Pueblo County. Pueblo County is also the current landowner and petitioner for MOH Blvd Subdivision, approved by the City. The MOH Blvd Subdivision has two parcels within an A-1 City holding zone requiring subdivision and platting before any development. Quail Ridge Development, located along the east side of Pueblo Blvd, is also subject to future development requiring City review and approval. The Traffic Impact Study and MOH Blvd Access Permit includes land use projections from Quail Ridge and built out MOH Blvd Sub. This IGA may need updating as the two developments proceed through the City's land use approval process.

JSAumann 3:19:31 PM pwa\\wils-pw.bentley.com\\wils-pw\\Documents\\8100-TRN\\Pueblo County, CO\\21-100-147-00-Joe Martinez Blvd-Design\\14700\\Hydraulics & Drainage\\Drawings\\DRAINAGE PLAN SHEET STA 282+60 TO 289+20



PRELIMINARY - NOT FOR CONSTRUCTION

|                                                    |                                                             |                 |          |       |                                                                                                                                                                                                                                         |                |  |                                                                 |                         |                  |  |
|----------------------------------------------------|-------------------------------------------------------------|-----------------|----------|-------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|--|-----------------------------------------------------------------|-------------------------|------------------|--|
| Print Date: 8/1/2023 3:19:32 PM JSAumann           | <div></div> <div></div> <div></div> <div></div> <div></div> | Sheet Revisions |          |       | <br><b>WILSON &amp; COMPANY</b><br>5755 Mark Dabbling Blvd.<br>Suite 100<br>Colorado Springs, Co 80919<br>Phone: 719-520-5800<br>FAX: 719-520-0108 | As Constructed |  | MEDAL OF HONOR BLVD DESIGN<br>DRAINAGE PLAN<br>282+60 TO 289+20 |                         | Project No./Code |  |
| File Name: 14700DRN_Pn_30.dgn                      |                                                             | Date:           | Comments | Init. |                                                                                                                                                                                                                                         | No Revisions:  |  |                                                                 |                         | Project #____    |  |
| Horiz. Scale: 50.000 ' / in. Vert. Scale: As Noted |                                                             |                 |          |       |                                                                                                                                                                                                                                         | Revised:       |  | Designer: CMW                                                   | Structure Numbers       | Bid #____        |  |
|                                                    |                                                             |                 |          |       |                                                                                                                                                                                                                                         | Void:          |  | Detailer: BKM                                                   |                         |                  |  |
|                                                    |                                                             |                 |          |       |                                                                                                                                                                                                                                         |                |  | Sheet Subset: DRN-PN                                            | Subset Sheets: 30 of 34 | Sheet Number:    |  |

**Exhibit B: Local Agency Resolution**  
***(If Applicable)***



**EXHIBIT C**

**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, \_\_\_\_\_, on behalf of \_\_\_\_\_ (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: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

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



**Background Paper for Proposed  
Action Item**

**COUNCIL MEETING DATE:** August 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 BETWEEN THE CITY OF PUEBLO, AND CUSTER COUNTY RELATING TO MUTUAL AID IN THE PROVISIONS OF THE FIRE PROTECTION AND OTHER EMERGENCY SERVICES, AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME

**SUMMARY:**

This Ordinance approves an IGA with Custer County for mutual fire protection and other emergency services. The IGA is attached hereto.

**PREVIOUS COUNCIL ACTION:**

City of Pueblo has made numerous MAA with local governmental agencies.

**BACKGROUND:**

When dealing with incidents and potential incidents that are beyond the response capacity of any organization, it is important to have a plan for increasing capacity. In the fire service, other neighboring agencies are looked at to provide that increased capacity. This agreement provides the means to access additional resources in times of increased demand at no cost for the first 24 hours of the incident. It is important to understand that this agreement does not require any agency to provide aid, if for any reason, they are unable to do so at any given time.

This mutual aid agreement between the City and Custer County will replace the 1986 reciprocal hazardous materials incident assistance agreement. The new agreement covers the emergency aid given and received between the signing agencies. This new agreement clearly defines the time periods of assistance and the mechanism for recovering costs associated with aid that goes beyond the agreed upon time periods of "mutual aid".

**FINANCIAL IMPLICATIONS:**

Reimbursement of consumables to Custer County after the 24-hour period has expired for the incident.

**BOARD/COMMISSION RECOMMENDATION:**

Not applicable.

**STAKEHOLDER PROCESS:**

Staff recommends approval.

**ALTERNATIVES:**

No aid for fire protection.

**RECOMMENDATION:**

Approval of the Ordinance.

**ATTACHMENTS:**

1. CUSTER COUNTY IGA

ORDINANCE NO.

AN ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF PUEBLO, AND CUSTER COUNTY RELATING TO MUTUAL AID IN THE PROVISIONS OF THE FIRE PROTECTION AND OTHER EMERGENCY SERVICES, AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME

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

SECTION 1.

The Intergovernmental Agreement between Pueblo, a Colorado Municipal Corporation and Custer County, Colorado, a political subdivision of the State of Colorado relating to mutual aid in the provision of fire protection and other emergency services, 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

**MUTUAL AID AGREEMENT FOR ALL HAZARDS RESPONSE SERVICES BETWEEN THE  
AGENCIES OF PUEBLO COUNTY AND CUSTER COUNTY**

THIS MUTUAL AID AGREEMENT ("MAA"), entered into as of this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_, is made by and between the following parties:

Pueblo, a municipal corporations,  
Pueblo County, Colorado, a political subdivision of the State of Colorado,  
Rye Fire Protection District,  
Pueblo Rural Fire District,  
Pueblo West Metropolitan District,  
West Park Volunteer Fire District,  
Beulah Fire Protection and Ambulance District  
Custer County EMS  
Custer County Sheriff's Office  
Custer County Government to include Office of Emergency Management  
Wet Mountain Fire Protection District  
Wetmore Volunteer Fire Department

(Collectively the "Parties" and individually the "Party")

WHEREAS, Section 18(2)(a) and (b) of Article XIV of the Colorado Constitution and the Colorado Intergovernmental Relations Statute, Section 29-1-201, et seq., C.R.S. authorizes political subdivisions to cooperate and contract with one another to provide any function, service or facility lawfully authorized to each of the Parties, including the sharing of costs, if such agreement sets forth fully the purposes, powers, rights, obligations, and responsibilities, financial or otherwise, of the contracting parties;

WHEREAS, each Party is political subdivision as defined in section 29-1-202(2), C.R.S. and is authorized to provide fire protection and other emergency services including but not limited to fire protection, hazardous material response, extrication, rescue, ambulance, and/or emergency medical services, within their jurisdictional boundaries and under certain circumstances outside their jurisdictional boundaries;

WHEREAS, emergencies may arise in one or another of the jurisdictions of the Parties, resulting in greater demands than a Party's personnel and equipment can handle, or emergencies of such intensity may occur that they cannot be handled by the equipment of a Party in whose jurisdiction the emergency occurs; and

WHEREAS, establishment of a mutual aid agreement will serve a public purpose and will promote the safety, security and general welfare of the public.

NOW THEREFORE, in consideration of the mutual performance of the covenants, agreements and promises set forth herein, the Parties agree as follows:

1. Definitions. The following terms used in this Agreement are defined as follows:

a. "Responding Party" means a Party providing or requested to provide Mutual Aid

within the jurisdictional boundaries of the Requesting Party.

b. "Equipment Costs" means the costs set forth in the current FEMA Schedule of Equipment Rate or at the current Cooperator Resource Rate of the Colorado Division of Fire Prevention and Control, whichever rate applies to the event, and if the event does not qualify, it shall be the current Cooperator Resource Rate of the Colorado Division of Fire Prevention and Control.

c. "Personnel Costs" means actual hourly salary/wages paid including overtime plus the cost of the employee's actual fringe benefits. Fringe benefit cost shall be calculated based upon a percentage of the employee's hourly rate of pay.

d. "Mutual Aid" means the provision of personnel and/or equipment from an Responding Party to a Requesting Party to aid the Requesting Party with respect to fire protection and other emergency services.

e. "Requesting Party" means a Party requesting Mutual Aid be provided by a Responding Party within the jurisdictional boundaries of the Requesting Party.

### 3. Mutual Aid.

a. Any Party to this MAA may request Mutual Aid from another Party. Any request for Mutual Aid shall include a statement of the amount and type of personnel and/or equipment requested, and shall specify the location to which the personnel and/or equipment are to be dispatched. In making any such request for Mutual Aid, the Requesting Party represents that there are sufficient funds appropriated to pay all reimbursements which may be incurred under this MAA, and the Responding Party may rely upon such representation in providing Mutual Aid.

b. Upon receipt of a request for Mutual Aid from the Requesting Party, the Responding Party may dispatch personnel and/or equipment which the Responding Party determines is available. Such determination shall be made at the Responding Party's sole and absolute discretion, which determination shall be final and conclusive. The Responding Party may dispatch less than the amount and type of personnel and/or equipment requested, but the Responding Party may not dispatch personnel and/or equipment which exceeds the amount and type of equipment and or personnel requested without the authorization of the Requesting Party.

c. The Responding Party's personnel and/or equipment shall be released by the Requesting party when the assistance of the Responding Party is no longer required or when the Responding Party determines in its sole and absolute discretion that Responding Party's personnel and/or equipment are needed elsewhere, which determination shall be final and conclusive.

d. The Responding Party's personnel and/or equipment shall be and remain under the control of the Responding Party's commanding officer but will fall into the Requesting Party's command structure. The Responding Party's commanding officer will receive assignments and tasks from the Requesting Party's Incident Commander.

e. Mutual Aid under this MAA shall only be provided within the boundaries of the Requesting Party and shall not be provided to cover areas outside the boundaries of a Requesting

Party even if the Requesting Party has an agreement to provide service to another party who is not signatory to this MAA.

f. The Responding Party agrees that the first twenty-four (24) hours of Mutual Aid shall be provided without reimbursement of Personnel Costs and Equipment Costs by the Requesting Party to the Responding Party. For all periods of time following the first twenty-four (24) hours, the Responding Party shall be reimbursed its Personnel Costs and Equipment Costs by the Requesting Party. The twenty-four (24) hour period referenced in this Section shall begin at the time the request is made by the Requesting Party so long as it is within the first operational period. Requests beyond the first operational period will be considered an ongoing operation and as such will be a billable response to the incident. In addition and with respect to said twenty-four (24) hour period, the Requesting Party shall reasonably pursue any and all legal reimbursement possible pursuant to state and federal laws, including but not limited to reimbursement for hazardous materials incidents, and upon full or partial payment, the Requesting Party shall distribute the reimbursement in a fair and equitable manner which is proportionate to the documented expenses of all parties who provided services with respect to the incident upon which the reimbursement is paid. The Parties acknowledge and agree that any distribution for hazardous materials incidents which may be required under this Section or otherwise under this MAA shall not impair or supersede any separate agreement a Party may have presently or hereafter to transfer and deposit any such distribution to the Pueblo County Hazmat Fund.

g. The extension of work beyond the initial twenty-four (24) hour mutual aid period shall be billable to the incident for reimbursement. If a mutual agreement by the parties at the time of the all-hazard incident, the Responding Party may continue to provide assistance beyond the twenty-four (24) hour period without compensation by the Requesting Party.

h. The Requesting Party shall be responsible for providing for or reimbursing the use of firefighting foam, special extinguishing agents, medical equipment and similar consumables when use is requested by the Requesting Party.

i. The Responding Party shall be self sufficient for the first 24 hours after being requested, to include all meals and lodging. After the first 24 hours, the Requesting Party will be responsible for all meals and any lodging at the Requesting Party's preference.

j. The Responding Party will provide the Requesting Party with a bill, invoice, or demand for reimbursement along with a detailed accounting of costs incurred by the Responding Party which are subject to reimbursement pursuant to this MAA no later than sixty (60) days after the conclusion of Mutual Aid.

4. Each Party shall be expected to maintain its equipment and organize its emergency response method with both personnel and equipment to the degree necessary to meet the ordinary and routine fire protection and other emergency services occurring within its boundaries and for which the Party is organized. The Parties recognize that the dispatch of equipment and/or personnel under this MAA is voluntary and is not required, and specifically acknowledge that a Requesting Party shall not expect any other Party to provide Mutual Aid where the request arises due to a failure of the Requesting Party to organize available personnel or maintain equipment in reasonably working order and in sufficient quantity to meet the ordinary and routine fire protection and other emergency services occurring within its boundaries and for which the Party is organized. Nothing in this Agreement prevents two or more of the



Parties from entering into contracts, automatic aid agreements or other methods to meet their responsibilities as agreed between those Parties.

5. Except with respect to the reimbursements agreed to in the above Section 3, each Party waives all claims against the other Party for compensation for any loss, property damage, bodily injury, or death occurring as a direct or indirect consequence of the performance of this MAA. The Parties specifically recognize and agree that no liability of any kind or nature shall be attributed to or be assumed by a Party, its duly authorized agents and personnel, for failure or refusal to provide Mutual Aid or for withdrawal of Mutual Aid once provided pursuant to the terms of this MAA.

6. Nothing in this MAA shall be construed to alter or modify the status of employment of the personnel with their Party. Employees of a Party shall at all times remain the employees of that Party, and each Party shall be responsible for worker's compensation coverage of its own employees and all other benefits and requirements of employment including pension, disability, level or types of training, and internal discipline.

7. Each Party 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 including any liability which may accrue by operation of Section 29-5-108, C.R.S. No provision of this MAA shall be deemed or construed to be a relinquishment or waiver of any kind of the applicable limitations of liability provided to each Party by the GIA.

8. This MAA is not intended to, nor should it be construed to, create, affect or extend the legal responsibilities or liabilities of the Parties hereto except as expressly stated herein, nor to create any rights, claims, or benefits or assume any liability for or on behalf of any third party.

9. By signing this MAA, the governing body of each Party is hereby deemed to have approved the provision of Mutual Aid beyond its boundaries, and any Mutual Aid provided pursuant to this MAA shall not require any further approval by the governing body of any Party.

10. All communications made to the parties under this MAA shall be provided at the following address:

Fire Chief  
City of Pueblo Fire Department  
1551 Bonforte Blvd.  
Pueblo, CO 81001

Bureau Chief  
Emergency Services Division  
Pueblo County Sheriff's Office  
Pueblo County  
101 W. 10<sup>th</sup> Street  
Pueblo, CO 81003

Fire Chief  
Rye Fire Protection District

4495 Bent Brothers Blvd./P.O. Box 19190  
Colorado City, CO 81019

Fire Chief  
Pueblo Rural Fire District  
29912 Highway 50 East  
Pueblo, CO 81006

Fire Chief  
Pueblo West Fire Department  
Pueblo West Metropolitan District  
P.O. Box 7005  
Pueblo West, CO 81007

Fire Chief  
West Park Volunteer Fire District  
3926 Goodnight Ave.  
Pueblo, CO 81005

Fire Chief  
Beulah Fire Protection and Ambulance District  
PO BOX 826  
Beulah, CO 81023

Sheriff  
Custer County Sheriff's Office  
702 Rosita Ave.  
Westcliffe, CO 81252

Fire Chief  
Wet Mountain Fire Protection District  
215 North 4<sup>th</sup> St.  
Westcliffe, CO 81252

EMS Chief  
Custer County Ambulance Department  
P.O. Box 718  
Westcliffe, CO 81252

Fire Chief  
Wetmore Volunteer Fire Department  
200 County Road 290  
Wetmore, CO 81253

Chairman  
Custer County Government  
Board of County Commissioners  
205 S 6<sup>th</sup> St.  
Westcliffe, CO 81252

11. Nothing in this MAA shall be construed as creating a partnership, joint venture or the creation of a separate legal entity or be deemed to delegate or be construed as the delegation or assignment of power or authority of any Party to another Party.

12. A Party may terminate their participation in this MAA by giving ninety (90) days prior written notice to all other Parties. One Party's termination shall not cause the termination of this MAA between the other Parties, and the MAA shall continue in effect as to such other Parties. It is understood and acknowledged that the remaining Parties to the MAA will not assign any of their members or equipment to perform temporary firefighting or other duties on behalf of any Party terminating this MAA after the effective date of such termination.

13. All prior reciprocal fire protection or mutual aid agreements to provide fire protection and other emergency services between all or one or more of the Parties are hereby terminated and superseded by this MAA.

14. Miscellaneous.

a. This MAA represents the entire agreement between the Parties and supersedes all prior discussions and written agreements or understandings. This MAA may be amended only by an instrument in writing signed by the Parties. If any provision of this MAA is held invalid or unenforceable, no other provision shall be affected by such holding, and all of the remaining provisions of this MAA shall continue in full force and effect. This MAA may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together constitute one and the same agreement.

b. Each person signing this MAA 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 MAA on behalf of such Party and that this MAA is a valid and legally binding obligation of such Party enforceable against it in accordance with its terms.

c. Nothing herein shall constitute, nor deemed to constitute, the creation of a debt or multi-year fiscal obligation or an obligation of future appropriations by any Party, contrary to Article X, § 20 Colorado Constitution or any other constitutional, statutory or charter debt limitation.

d. The provisions of this MAA pertaining to insurance and reimbursement shall survive the expiration of the term of this MAA and termination of this MAA and continue in effect for a period of five years following the termination of this MAA and for such further time as it may take to completely and finally negotiate, settle, or litigate any claim or suit concerning the same.

e. This MAA shall be governed by the laws of the State of Colorado. Venue for any action arising under this MAA or for the enforcement of this MAA shall be in a state court with jurisdiction located in Pueblo County, Colorado.

f. This MAA shall not be assigned by any Party without the prior written consent of the Parties, which consent may be granted, denied, or conditioned in each of the Party's sole and absolute discretion.

Executed at Pueblo, Colorado, the day and year first above written.

ATTEST: \_\_\_\_\_  
City Clerk

By \_\_\_\_\_  
President of the City Council

Pueblo County, Pueblo County, Colorado, a political  
subdivision of the State of Colorado

ATTEST: \_\_\_\_\_  
Pueblo County Clerk and Recorder

By \_\_\_\_\_  
Chairman of the Board of County Commissioners

Rye Fire Protection District

ATTEST:   
Title: Fire Chief

By   
Title: FIRE CHIEF

Pueblo Rural Fire District

ATTEST:   
Title: Fire Chief

By   
Title: FIRE CHIEF

Pueblo West Metropolitan District

ATTEST:   
Title: Fire Chief

By   
Title: DEPUTY CHIEF

West Park Volunteer Fire District

ATTEST: \_\_\_\_\_  
Title: \_\_\_\_\_

By \_\_\_\_\_  
Title: \_\_\_\_\_

Beulah Fire Protection and Ambulance District

ATTEST: John Reina  
Title: Captain

By BL  
Title: Fire Chief

Custer County, Custer County, Colorado, a political  
subdivision of the State of Colorado

ATTEST: Keene S. Canga  
Custer County Clerk and Recorder

By Kevin V. Day  
Chairman of the Board of County Commissioners

Custer County EMS

ATTEST: Robyn A Knappe  
Title: CEM Director

By Steph Gruber  
Title: Manager

Wet Mountain Fire Protection District

ATTEST: Kevin V. Day  
Title: CHAIR / BOCC

By Jeremiah Coleman  
Title: Fire Chief

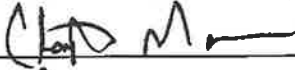
Custer County Sheriff's Office

ATTEST: Robyn A Knappe  
Title: CEM Director

By SR Smith  
Title: Sheriff

MUTUAL AID AGREEMENT FOR ALL HAZARDS RESPONSE SERVICES BETWEEN THE  
AGENCIES OF PUEBLO COUNTY AND CUSTER COUNTY

ATTEST:   
Title: Asst. Chief

Wetmore Volunteer Fire Department  
By   
Title: CHIEF



**Background Paper for Proposed Ordinance**

**COUNCIL MEETING DATE:** August 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 GRANT FUNDING AGREEMENT AND ALL APPLICABLE CONDITIONS PERTAINING THERETO FROM THE COLORADO AUTO THEFT PREVENTION AUTHORITY ("CATPA") RELATING TO THE BEAT AUTO THEFT THROUGH LAW ENFORCEMENT ("BATTLE") TEAM, ESTABLISHING PROJECT NO. PS2405, BUDGETING AND APPROPRIATING FUNDS TO PROJECT NUMBER PS2405, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

**SUMMARY:**

City Council approved a 3-year MOU with the statewide Beat Auto Theft Through Law Enforcement Team (BATTLE) on June 28, 2021. The 3-year MOU's terms expired on June 30, 2024. Effective July 1, 2024, the Pueblo Police Department is awarded \$130,000.00 in funds for supplies and operating expenses as well as overtime costs associated with auto theft investigation and enforcement. Attached is the Grant Funding Agreement and Award Letter. This Ordinance establishes Project No. PS2405 and budgets and appropriates necessary funds to project number PS2405.

**PREVIOUS COUNCIL ACTION:**

City Council has approved ordinances accepting Auto Theft Prevention Grants each year beginning in July 2009. On July 1, 2023 the Pueblo Police Department was awarded \$170,461.00 in funds for overtime costs associated with Auto Theft investigation and enforcement. Acceptance of those funds was approved by Ordinance No. 10516.

**BACKGROUND:**

Each year since July 2009, the City of Pueblo and Pueblo Police Department have accepted Colorado auto theft grant funds. The total funds are disbursed by CATPA and are shared among several different law enforcement agencies in Colorado. A Memorandum of Understanding formalizes the relationship between the various

participating agencies.

The BATTLE multi-jurisdictional task force focuses on the prevention and reduction of motor vehicle thefts as well as the identification, investigation, location of stolen motor vehicles, and apprehension of suspects. The task force works to increase the number of stolen vehicles recovered, offenders arrested, and decrease vehicle thefts. The agencies accomplish this through educational and intelligence-led enforcement efforts throughout participating jurisdictions with task force members sharing information amongst each other and any other requesting agency.

The task force utilizes grant funds provided by the Colorado Auto Theft Prevention Authority (CATPA) to help complete its mission. Funds shall be used only in accordance with the provisions of CATPA's FY24 grant award, pursuant to the project number FY25PBLPD, to the Colorado State Patrol (BATTLE) Team.

**FINANCIAL IMPLICATIONS:**

The Pueblo Police Department shall receive \$130,000.00 as allocated by the grant award. No match is required by the City of Pueblo. Project No. PS2405 shall be created and funds in the amount of \$130,000.00 shall be budgeted and appropriated therefor.

|                              |               |
|------------------------------|---------------|
| Personnel Services-Overtime: | \$ 130,000.00 |
| Supplies & operating:        | \$ 00.00      |
| TOTAL:                       | \$ 130,000.00 |

**BOARD/COMMISSION RECOMMENDATION:**

Not Applicable.

**STAKEHOLDER PROCESS:**

Not Applicable.

**ALTERNATIVES:**

City Council may decline the grant funds. If that occurs, the Police Department cannot be reimbursed from CATPA funds for overtime or equipment costs incurred for this program.

**RECOMMENDATION:**

The Police Department recommends approval of the Ordinance.

**ATTACHMENTS:**

1. Grant Funding Agreement and Award Letter for grant period July 1, 2024 through June 30, 2025



## ORDINANCE NO.

AN ORDINANCE APPROVING AND ACCEPTING A GRANT FUNDING AGREEMENT AND ALL APPLICABLE CONDITIONS PERTAINING THERETO FROM THE COLORADO AUTO THEFT PREVENTION AUTHORITY ("CATPA") RELATING TO THE BEAT AUTO THEFT THROUGH LAW ENFORCEMENT ("BATTLE") TEAM, ESTABLISHING PROJECT NO. PS2405, BUDGETING AND APPROPRIATING FUNDS TO PROJECT NUMBER PS2405, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

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 state government for public and municipal purposes and to enter into agreements relating thereto; and

WHEREAS, City Council approved an MOU with the statewide Beat Auto Theft Through Law Enforcement Team (BATTLE) on December 28, 2019, which awarded an initial award of \$47,392.00 in grant funds from the Colorado Auto Theft Prevention Authority (CATPA) for the 2019 grant year upon conditions recited therein or incorporated therein by reference;

WHEREAS, an award of grant funds has been made for the 2024-2025 grant year in the amount of \$130,000.00 to assist the police department with paying overtime costs incurred in its efforts to reduce auto theft;

WHEREAS, the State has made additional awards of funds in the past under previous grant agreements and the Police Department anticipates the award of additional funds in the future pursuant to this agreement if the same are made available by the State; and

WHEREAS, acceptance of the funds offered pursuant to the Grant 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 Award of the 2024-2025 BATTLE Overtime Allocation Grant is hereby accepted and approved in the amount of \$130,000.00 in accordance with the Grant's terms and conditions.

### SECTION 2.

The Grant Funding Agreement, a true copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved and accepted. The Mayor is authorized to execute the Grant Agreement 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 No. PS2405 is hereby established in the Public Safety Grants Fund.

### SECTION 4.

The Police Department is empowered to apply for and accept additional grant awards pursuant to the Grant as those funds are made available by the State.

**SECTION 5.**

All current and future funds accepted under this ordinance shall be budgeted and appropriated into Project Number PS2405 by the Finance Department.

**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 to effectuate 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 \_\_\_\_\_.

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



Date: July 01, 2024

Pueblo Police Department  
Project Director Sergeant Eric A. Gonzales  
Transmitted by Electronic Mail

**RE: BATTLE Funding Award Letter for State Fiscal Year (SFY) 2025**

Dear Sergeant Eric A. Gonzales,

On behalf of the Colorado State Patrol (CSP), it is my pleasure to congratulate you on receiving a funding award as a partner agency of the Beat Auto Theft Through Law Enforcement (BATTLE) Task Force.

The Pueblo Police Department has been awarded **\$130,000.00** for the SFY25 grant cycle as a partner agency. The grant period is **July 1, 2024, through June 30, 2025**. This award is subject to all financial and administrative requirements of the Colorado Auto Theft Prevention Authority (CATPA), including requirements outlined in the Office of Justice Programs Financial Guide, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, and the timely submission of all financial reports.

Enclosed in this packet is the Award Funding agreement, the grant budget, and a checklist for BATTLE payment submissions. To officially accept the award, we request that your authorized official **initial each page** and sign the Award Funding agreement and return to CSP via the following email: [battlepayments@state.co.us](mailto:battlepayments@state.co.us).

Please return your signed Funding Award agreement **no later than 10 days after receipt of this letter**. Failure to sign your award may result in a delayed start date as well as reimbursements.

Please contact Captain Wesley Kartus at [wesley.kartus@state.co.us](mailto:wesley.kartus@state.co.us) or 303-277-8660 or Barbara J. Davis at [barbara.davis@state.co.us](mailto:barbara.davis@state.co.us) or 303-919-1079 if you have any questions. We look forward to working with you in the fight against auto theft!

Best Regards,

Wesley, Kartus  
Captain, Colorado State Patrol  
BATTLE Project Director  
Barbara J. Davis, Financial Officer

## Colorado State Patrol Statement of Funding Award

|                                  |                                    |
|----------------------------------|------------------------------------|
| <b>Partner Agency Name:</b>      | Pueblo Police Department           |
| <b>Project Director:</b>         | Sergeant Eric A. Gonzales          |
| <b>Financial Officer:</b>        | Kayleigh McKenzie                  |
| <b>Project Director Address:</b> |                                    |
| <b>Grant Number:</b>             | FY25PBLPD                          |
| <b>Date of Issue:</b>            | July 1, 2024                       |
| <b>Total Approved Budget:</b>    | \$130,000.00                       |
| <b>Grant Period:</b>             | July 1, 2024 through June 30, 2025 |
| <b>BATTLE Region:</b>            | <b>SOUTH</b>                       |

### Partner Agency Approved Budget

| Pueblo PD - SFY25 BATTLE 07.01.2024 |                             |          |                            |
|-------------------------------------|-----------------------------|----------|----------------------------|
| BUDGET CATEGORY                     | ORIGINAL/CURRENT ALLOCATION | REVISION | REVISED CURRENT ALLOCATION |
| Overtime                            | \$130,000.00                |          | \$130,000.00               |
| Supplies & Operating                | 0                           | 0        | 0                          |
| Travel                              | 0                           | 0        | 0                          |
| Equipment                           | 0                           | 0        | 0                          |
| <b>TOTAL</b>                        | <b>130,000.00</b>           | -        | <b>130,000.00</b>          |

#### Line Item Qualifying Expenses

- **Overtime – Overtime hours and rate only.** The following will not be reimbursed: Straight time, vacation/annual leave, sick leave, holiday, compensatory.

**Note:**

- A CDPS Purchase Order authorizing CSP to reimburse the Partner Agency for expenditures in support of the BATTLE mission will be issued as soon as possible on or after July 1, 2023. Any expenditures prior to issuance of the Purchase Order will not be reimbursed.
- Overtime for BATTLE Operations may not commence prior to the Partner Agency receipt of their SFY25 Purchase Order or has been notified in writing by their Regional Director that the Purchase Order is in effect.
- Expenditures in any other approved budget categories may not be incurred prior to the Partner Agency receipt of their SFY25 Purchase Order or has been notified in writing by their Regional Director that the Purchase Order is in effect.
- Personnel Expense-OT backup documentation includes proof of payment (paystub or payroll report), timesheets signed by employee and supervisor.
- Supplies & Operating Expense backup documentation includes an invoice with authorization for payment and a receipt or other form of proof of payment.
- Equipment Expense backup documentation must include a current quote AND an invoice as well as proof of payment.

*See Check List for BATTLE Payment Submissions for greater detail on documentation requirements (Exhibit A).*

## **Special Conditions and Requirements**

### *Multipart document and Additional Requirements*

1. The Partner Agency affirms that the agreement consists of a multipart document: the award letter, Funding Award and associated special conditions, required performance metrics, and signatures of persons authorized to sign on behalf of the partner agency.
2. The Partner Agency agrees to comply with **all** requirements, conditions, and regulations as detailed in the enclosed Funding Award document. The authorized official must initial at the bottom of each page of the enclosed Funding Award document where indicated.
3. The Partner Agency affirms that their financial system of record and associated technology is fully adequate to support and document the separate tracking and allocation of all BATTLE grant expenditures and revenues, especially, but not limited to, defining overtime hours worked and overtime rate paid in relation to straight time hours worked and rate paid.

## **Financial Reporting Requirements**

1. **Budget Modification Request** - Grant activities must match the approved budget included with this document. The partner agency must secure prior written approval from CSP if there is a requested change in any budget category. Failure to seek prior consent may result in the denial of reimbursement. The Partner Agency shall submit a Budget Modification form to the BATTLE Regional Coordinator requesting a revision in the Funding Award budget. The Partner Agency shall not make any changes in

the budget line items or purchase equipment or other supplies until they have received authorization from the BATTLE Regional Coordinator. Reimbursement of any expenditures made by the Partner Agency without prior written authorization shall not be reimbursed through BATTLE funds and the Partner Agency shall absorb that cost.

2. **Invoicing** - The Partner Agency agrees to submit **monthly reimbursement** requests on the Excel invoice workbook with backup documentation for reimbursement. The Partner Agency must submit the invoice workbook even if it is a zero-dollar claim no later than fifteen (15) days following the end of a calendar month. Appropriate documentation for all expenditures must accompany reimbursement requests. GMO will only approve reimbursement of actual, supported, and allowable expenses. Only financial-related documents are emailed to the BATTLE address. Any operational reports or other related working information are sent to BATTLE Regional Coordinator and not through the BATTLE email address.

All invoices and overtime payroll must be paid by SFY June 30, 2025. Final reimbursement requests must be completed and submitted to CSP GMO within ten (10) days after June 30, 2025. Reimbursement requests received beyond this time will be subject to denial.

3. **Monitoring** - The CSP will monitor the Partner Agency's performance obligations under this Award Letter using procedures determined by the State of Colorado policies and procedures. In its sole discretion, CSP shall have the right to change monitoring procedures and requirements at any time during the term of this SFY25 grant period. The CSP shall monitor the Partner Agency's performance in a manner that does not unduly interfere with the Partner Agency's performance of grant work.

As the grant's fiscal agent, CSP shall monitor Partner Agency, including desk reviews, agency visits, and phone interviews. The Partner Agency shall be notified at least thirty (30) days in advance of any scheduled monitoring visits. As a recipient of these funds, the Partner Agency agrees to cooperate with and respond to any requests for information about your award within fifteen (15) days of audit notification.

If the CSP identifies any audit finding(s), the Partner Agency will have the opportunity to make provisions to correct the finding(s). Any false statements or claims with the awarded funds may result in fines, imprisonment, or any other remedy available by law.

The Partner Agency has the right to protest any audit findings. All protests must be in writing and sent to the BATTLE Project Director and the Financial officer.

4. **Funding from Multiple Sources** - The recipient understands and agrees to notify CSP if it receives, from any other sources, funding for the same items or services also funded under this award. The Partner Agency shall not supplant awarded funds with city and county funds already budgeted for the same purpose. If CSP determines there is supplanting of funds, award funds will be revoked and all expended funds shall be returned to CSP within thirty (30) days.
5. **Capital Equipment** – Capital equipment is any item purchased at **\$5,000 per unit or more** using funds under a CATPA grant. The retention period ends when the value of the equipment has depreciated to **less than \$5,000 per unit** or the equipment is older than five (5) years, whichever comes first.
  - A. *Capital Equipment Ownership.* Capital equipment becomes the property of the recipient agency approved in the Funding Award and remains in possession of the original agency so long as it continues to be used for auto theft prevention activities as approved by the CATPA Office. If the equipment retention period has not expired and the equipment is no longer needed or used for auto theft prevention activities, BATTLE retains the right to reallocate the equipment for auto theft prevention.
  - B. *Inventory of Capital Equipment.* Under this agreement, the Partner Agency's inventory of capital equipment shall occur during the retention period by the BATTLE Project Director. A complete equipment inventory list is maintained by the BATTLE Project Director. The Partner Agency shall

submit its inventory list to the BATTLE Regional Coordinator upon request of the BATTLE Project Director.

C. *Purchase of New Capital Equipment.* Stickers indicating the purchased equipment is through grant funding will then be supplied by GMO. The stickers must be attached to the equipment (near the serial number) and remain so until disposition of the Capital Equipment

D. *Inventory Removal of Capital Equipment.* The Partner Agency shall make a written request for removal of capital equipment, along with a completed CATPA Grant Equipment Inventory Removal Certification Form and send it to the BATTLE Regional Coordinator. Request to remove capital equipment from the CATPA inventory is approved on any of the following conditions:

- i. Equipment Lapses Retention Period. Equipment may be removed when the purchase date is five (5) or more years past, regardless of the equipment's actual purchase price or depreciated value.
- ii. Equipment Value is **Less than \$5,000 per unit**. Equipment may be removed from inventory when it has depreciated to a value **less than \$5,000**. In such cases, the Partner Agency shall provide documentation on the justification for the depreciation and send it to the BATTLE Regional Coordinator. CSP and CATPA recognize generally accepted accounting principles and encourage the Partner Agency to use the straight-line depreciation method. Guidance on the straight-line depreciation method is in the FY25 CATPA Grant Manager's Guidance Manual.
- iii. Equipment Loss, Theft, or Damage. Equipment reported as lost, stolen, or otherwise damaged beyond its serviceable use, may be removed from inventory. In such cases, the Partner Agency must submit a written report narrating the equipment loss, theft, or damage circumstances.
- iv. Equipment Trade or Sale. Equipment may be removed from the inventory list when it is determined that the trade or sale of the equipment is beneficial for the Partner Agency. Any funds acquired during an approved sale of equipment shall be returned to CSP and reflected on the Financial Payment Reimbursement Request Form.
- iv. Equipment Transfer. The transference of equipment may occur if the Partner Agency no longer needs or uses it. The CATPA Board will have final authority in approving requests for equipment transfers and reflected on the Partner Agency's inventory.

### **Other Terms and Conditions**

1. **Change of Personnel** - The partner agency agrees to promptly give written notification to CSP of any changes in the authorized official, project director, financial officer, or grant-funded personnel.

#### **2. Partner Agency Records and Retention**

A. *Record Retention* – The funds received in this Funding Award are for one year (the Grant Period). The Partner Agency shall maintain all funding related records for a period of **five (5)** years following the last day of the grant period. If there is any litigation, claim, or audit related to this Funding Award then retention starts before the expiration of the Record Retention requirement, this period shall extend until



resolution of litigations, claims, or audit findings and final action taken by the CSP. For equipment records, the Record Retention Period shall be **five (5)** years following the purchase of such property.

- B. *Records Inspection and Maintenance* – The Partner Agency must make, keep, maintain a complete file of all records, documents, communications, notes, and other materials which can be written or electronic. The record should include files and communications about the Funding Award work or the delivery of services and goods hereunder. The records shall be available for inspection and monitoring by CSP.

The Partner Agency shall permit CSP to audit, inspect, examine, copy and transcribe Partner Agency records during the Record Retention period. Partner Agency shall make its records available during regular business hours at Partner Agency's office or place of business or at other mutually agreed upon times or locations. The Partner Agency will receive no fewer than two (2) Business Days' notice from the CSP unless CSP determines that a shorter period of notification, or no warning, is necessary to protect the interests of the CSP.

3. **Discrimination** - As a condition of receipt of state funds, you acknowledge and agree that you will not, on the grounds of race, color, religion, national origin, sex, or disability, unlawfully exclude any person from participation in, deny the benefits of, or employment to any person, or subject any person to discrimination in connection with any programs or activities funded in whole or in part with state funds. You will also not discriminate in the delivery of benefits or services based on age. These civil rights requirements are found in the non-discrimination provisions of Title VI of Civil Rights Act of 1964, as amended (42 U.S.C. §2000d); the Omnibus Crime Control and Safe Streets Act of 1968, as amended (42 U.S.C. §3789d); Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794); and the Age Discrimination Act of 1975, as amended (42 U.S.C. §6101).
4. **Equal Employment Opportunity** - The Partner Agency must comply with the federal regulations pertaining to the development and implementation of an Equal Employment Opportunity Plan (28 C.F.R. Part 42 subpart E).
5. **Sub-awarding Partner Agency Funds** - The Partner Agency shall not subaward or pass through to another entity these funds such as, but not limited to, public and private agencies, nor to any persons.
6. **Criminal Law Violations** - Subrecipients must timely disclose in writing to the BATTLE Project Director all state and federal criminal law violations involving fraud, bribery, or gratuity that may potentially affect the awarded state funding. Failure to make required disclosures can result in any remedies, including suspension or revoking awarded funds.

## 7. **CONFIDENTIAL INFORMATION-STATE RECORDS**

### A. Confidentiality

Grantee 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 Grantee 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 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 Subcontractors will or may receive the following types of data, Grantee 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 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.

#### C. 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 Grant Award Letter. Grantee shall ensure all such agents, employees, assigns, 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 or Subcontractor has access to any State Confidential Information. Grantee shall provide copies of those signed nondisclosure restrictions to the State upon request.

#### D. 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.

#### E. 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.

#### F. 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, on an annual basis Contractor's duty and obligation to certify as set forth in Exhibit \_\_ 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.

### 8. 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. 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 Grant.

## **9. 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 Subcontractors maintain all insurance customary for the completion of the Work done by that Subcontractor and as required by the State or the GIA.

## **10. REMEDIES**

In addition to any remedies available under any exhibit to this Grant Agreement, 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 Agreement 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.

## **11. DISPUTE RESOLUTION**

Except as herein specifically provided otherwise or as disputes concerning the performance of this Grant that cannot be resolved by the designated Party representatives shall be referred in writing to the CATPA Board or an official designated by the Department of Public Safety by Grantee for resolution.

## **12. 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 Agreement 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.

## **13. 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.

**Return:**

The Partner Agency will sign a copy of the Funding Award and return the agreement to the CSP BATTLE email. Once CSP obtains all signatures, the Partner Agency will receive a copy of this agreement. The parties hereto have executed this binding Funding Award.

Persons signing for Partner Agency hereby swear and affirm that they are authorized to act on Partner Agency's behalf and acknowledge that the Colorado State Patrol relies on their representations to that effect. The Funding Award may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery as a scanned ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing with the same force and effect as if such facsimile or ".pdf" signature page was an original thereof.

PARTNER AGENCY

COLORADO STATE PATROL

\_\_\_\_\_  
Legal Name of Partner  
Agency

\_\_\_\_\_  
Name of Official, Title

\_\_\_\_\_  
Date Signed



\_\_\_\_\_  
Wesley Kartus, Captain  
BATTLE Project Director

7-10-2024

\_\_\_\_\_  
Date signed



**Background Paper for Proposed Ordinance**

**COUNCIL MEETING DATE:** August 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 AND AUTHORIZING THE MAYOR TO SIGN A FACILITY USE AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE PUEBLO CITY-COUNTY LIBRARY DISTRICT, A NONPROFIT ENTITY, FOR USE OF CERTAIN PARK PREMISES

**SUMMARY:**

This Ordinance approves and authorizes the Mayor to sign a Facility Use Agreement between the City of Pueblo and the Pueblo City-County Library District for use of the El Centro del Quinto Sol Community Recreation Center to provide library programs during renovations of the Lucero Library branch.

**PREVIOUS COUNCIL ACTION:**

Not applicable to this Ordinance.

**BACKGROUND:**

On April 1, 2024, City staff met with Pueblo City-County Library District representatives to discuss the Library using some space at the El Centro del Quinto Sol Community Recreation Center during renovation of the Lucero branch beginning in July 2024. The construction is scheduled to last ten to twelve months.

**FINANCIAL IMPLICATIONS:**

Not applicable to this Ordinance.

**BOARD/COMMISSION RECOMMENDATION:**

Not applicable to this Ordinance.

**STAKEHOLDER PROCESS:**

Not applicable to this Ordinance.

**ALTERNATIVES:**

Should the Council choose not to approve this agreement, the Library will have to determine an alternative for a temporary library location during renovation.

**RECOMMENDATION:**

Approval of the Ordinance.

**ATTACHMENTS:**

1. AGREEMENT - PCCLD - CITY for Use of El Centro del Quinto Sol - Facility Use Agreement - 2024-2025

ORDINANCE NO.

AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO SIGN A FACILITY USE AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE PUEBLO CITY-COUNTY LIBRARY DISTRICT, A NONPROFIT ENTITY, FOR USE OF CERTAIN PARK PREMISES

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

SECTION 1.

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 2.

The officers and staff of the City are authorized to perform any and all acts consistent with the intent of this Ordinance 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



## **FACILITY USE AGREEMENT**

**PARTIES:** This Facility Use Agreement ("Agreement") is made and entered into and effective as of \_\_\_\_\_, 2024 ("Effective Date"), by and between the City of Pueblo, a Colorado municipal corporation, ("City") located at 1 City Hall Place, Pueblo, Colorado, and the Pueblo City-County Library District, a nonprofit entity, ("Library") located at 100 E. Abriendo Ave., Pueblo, Colorado. City and Library may each be referred to herein individually as a "Party" or collectively as the "Parties."

**PURPOSE:** The purpose of this agreement is to enable Library to provide community programs during the renovations of the Lucero branch is ongoing. Library will provide all staff, security, transportation, programming, certifications, training, administration, and all other services needed or desired to provide the use of the space, in general "Programing". City's sole responsibility shall be in offering space at its El Centro del Quinto Sol ("El Centro") facilities for the Library's use. Library will coordinate with City as to the timing of the use of space in El Centro. Library understands that City intends to renovate the space in El Centro and Parties will coordinate the use if Library is still using the space at the time of that renovation.

**AUTHORITY:** This Agreement is entered into by and between the Parties in exercise of the authority set forth in the provisions herein.

**TERM:** The term of this Agreement shall begin on July 1, 2024 and terminate on September 1, 2025.

**NONDISCRIMINATION:**

As applicable, both Library and City agree not to discriminate in the selection, acceptance, or treatment of any participant or representative of either party pursuant to this Agreement because of race, color, national origin, religion, sex, sexual orientation, handicap, age, veterans status, medical, ancestry, marital status, or citizenship, within the limits imposed by law or other requirements.

**OBLIGATIONS OF THE PARTIES:**

- A. City grants permission for Library to enter and use the El Centro facilities located at 609 N. Erie Avenue, Pueblo, Colorado 81001 to provide use for programing, which includes the provision of library resources for check out, services and programs.
- B. Library use of the facilities will be limited to Upstairs East Room and shared programming space in the multipurpose room and only during open public hours at El Central. Library understands that open hours change depending

on the season and Library will coordinate Programing and needs with El Centro Coordinator and Library staff.

- C. City will provide general maintenance of the site, clean restrooms, floors, and provide paper goods for restrooms. Library will be responsible for all preparation and cleaning associated with the Programing. Library's cleaning of the areas shall meet the standard practices maintained at the El Centro facilities and all Health Department regulations, including: the sweeping and mopping of floors, wiping down and disinfecting communal areas, emptying of trash and waste, and the washing, drying, and proper storage of all utensils.
- D. Library shall be responsible for any damage to the property or equipment caused by its employees, volunteers, agents, participants, or any customers served. Programing participants shall execute a waiver, in a form approved by the City, assuming all liability and risk associated with participating in the Programing.
- E. Library will be the sole Party financially responsible for the Programing.

**INSURANCE:**

During the term of this Agreement, Library shall provide City a current certificate of insurance policy evidencing its comprehensive and general liability insurance coverage. This insurance shall be written in amount not less than \$1,000,000.00 for each occurrence and \$2,000,000 aggregate. Library shall also provide City with a written endorsement naming City as additional insured. Coverage shall provide notice to the additional insured of any change in or limitation of coverage or cancellation of the policy no less than thirty (30) days prior to the effective date of the change, limitation, or cancellation. A copy of the Certificate of Liability Insurance must be on file with the City at the time this Agreement is approved by both Parties.

**INDEMNIFICATION AND LIABILITY:**

- A. Library agrees to defend, hold harmless, and indemnify the City and its officers, employees, and agents (the "Indemnified Parties"), from any and all claims and liability, including reasonable attorney's fees and costs, for injuries, death, or damages to any person or property, arising from or in any way connected with the activities contemplated under this Agreement, or any default or breach of any term of this Agreement by Library. The Indemnified Parties shall have the right to retain their own counsel, in which case those reasonable attorney and expert fees and costs shall be covered by Library's indemnification obligations.
- B. Intentionally omitted.
- C. Intentionally omitted.

- D. City and Library agree to notify the other party of any claims, administrative actions, or civil actions determined to be within the scope of this Agreement within ten (10) calendar days of such determination. Nothing in this Agreement shall establish a standard of care for or create any legal right for any person not a party to this Agreement.
- E. The Parties to this Agreement agree that each is responsible only for the actions of their respective officers, agents, employees, and participants.
- F. The Parties to this Agreement hereby assert that no liability is assumed by either Party for damages or injuries which arise from participants independently traveling to or from service sites.

#### **TERMINATION AND SUSPENSION:**

This Agreement may be terminated without cause by either Party at any time upon thirty (30) days prior written notice to the other Party. When required by law, this Agreement may be immediately suspended by either Party upon notice to the other Party; any such suspension shall not extend the term of this Agreement.

#### **FORCE MAJEURE:**

Neither Party shall be liable or responsible to the other party for any delay, loss, damage, failure or inability to perform under this Agreement due to an Event of Force Majeure, provided that the party claiming failure or inability to perform provides written notice to the other party within thirty (30) days of the date on which such party gains actual knowledge of such Event of Force Majeure. In the event of damage or destruction to a material portion of the El Centro facility by reason of fire, storm or other casualty loss that renders the facility (or a material portion thereof) untenable, City shall use reasonable efforts to remedy such situation. If notwithstanding such efforts, such damage or destruction is expected to render the facility (or a material portion thereof) untenable for a period estimated by an engineer or architect selected by City, of at least ninety (90) days from the date of such fire, storm or other casualty loss, either party may terminate this Agreement without any liability, upon written notice to the other.

#### **FINANCIAL OBLIGATIONS:**

- A. The parties to this Agreement hereby assert that no financial liability is assumed by either party for services provided outside the scope of this Agreement.
- B. City hereby agrees to provide the detailed areas of El Centro and to be financially responsible for utilities and daily maintenance, except as otherwise provided herein.

- C. Library hereby agrees to provide the Program services with no financial liability to City, including but not limited to, payment of staff, meals, and travel expenses.

**NOTICES:**

Any notice required to be given by the terms of this Agreement shall be deemed to have been given when the same is personally delivered or sent by first class mail, postage prepaid, addressed to the respective parties as follows:

If to City: Director of Parks and Recreation  
Pueblo Parks and Recreation  
800 Goodnight Avenue  
Pueblo, CO 81005

With a copy to:

City Attorney  
One City Hall Place, Third Floor  
Pueblo, CO 81003

If to Library: Pueblo City- County Library District  
100 E. Abriendo Ave.,  
Pueblo, CO 81004

With a copy to:

Bart Miller  
Collins Cole Flynn Winn, and Ulmer, PLLC  
165 S. Union Blvd., Suite 785  
Lakewood, CO 80228  
Email: [bmiller@cogovlaw.com](mailto:bmiller@cogovlaw.com)

**ENTIRE AGREEMENT:**

This Agreement represents the entire and integrated agreement between City and Library, and supersedes all prior negotiations, representations, or agreements, either written or oral, with respect to the subject matter of this Agreement. The Agreement may not be modified, changed, supplemented or terminated, nor may any obligations under this Agreement be waived or amended, except by written instrument signed by the duly authorized representatives of City and Library.

**SEVERABILITY:** Should any term or provision of this Agreement be determined to be illegal or in conflict with any law of the State of Colorado, the validity of the remaining portions or provisions shall not be affected thereby, and each term or provision of this Agreement shall be valid and enforced as written to the full extent permitted by law.

**REPRESENTATION OF AUTHORITY:**

The undersigned hereby represent and warrant that they are authorized by the respective parties to execute this Agreement.

**ASSIGNMENT:** This Agreement shall not be assigned by Library without the prior written consent of the City, which consent may be granted, denied, or conditioned in City's sole and absolute discretion.

**SUBJECT TO LAW:**

- A. 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, 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, including any sub-agreement, attachment, schedule or exhibit thereto, by the City.
- B. Nothing in this Agreement is intended, nor should it be construed, to create or extend any rights, claims or benefits or assume any liability for or on behalf of any third party, or to waive any immunities or limitations otherwise conferred upon the City of Pueblo, a municipal corporation under or by virtue of federal or state law, including but not limited to the Colorado Governmental Immunity Act, C.R.S. §24-10-101, et seq.
- C. Nothing in this Agreement is intended to, or shall be deemed to constitute, a partnership or joint venture between the Parties, or to create any agency or partner relationship between the Parties. Neither Party shall hold itself out as a partner, joint venture, agent, or representative of the other under this Agreement.
- D. Library agrees to conform to all City policies, ordinances, and state and federal laws, including, but not limited to, restrictions on room and building capacities.
- E. 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.

- F. A waiver by any Party to this Agreement of the breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either Party.

#### 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.

IN WITNESS WHEREOF, City and Library have executed this Agreement as of the Effective Date.

City of Pueblo, A Municipal Corporation      Pueblo City-County Library District

\_\_\_\_\_  
*Heather Graham, Mayor*

\_\_\_\_\_  
*Trisha Macias*  
*Trisha Macias*

\_\_\_\_\_  
*Vice-Chair, Board of Trustees*

Attest:

Attest:

\_\_\_\_\_  
*City Clerk*

\_\_\_\_\_  
*Secretary to the Board of Trustees*  
*Secretary to the Board of Trustees*

Approved as to Form:

\_\_\_\_\_  
*City Attorney*



**Background Paper for Proposed Ordinance**

**COUNCIL MEETING DATE:** August 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 AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF PUEBLO AND GRUEN GRUEN + ASSOCIATES, LLC, A LIMITED LIABILITY CORPORATION IN THE STATE OF ILLINOIS, IN THE AMOUNT OF \$19,000 WITH \$1,610 IN CONTINGENCIES TO UPDATE THE STRATEGIC HOUSING ASSESSMENT COMPLETED IN SEPTEMBER OF 2021

**SUMMARY:**

This Ordinance will amend the professional services agreement (Bid No. 20-052) authorized by Ordinance No. 9890 to allow the City of Pueblo to update its Strategic Housing Assessment. While the long-range demand for housing and the projections within the Study are valid, the cost of housing and construction have escalated dramatically in the last three years. As such, funding entities such as the Colorado Housing and Finance Authority (CHFA) and the State Division of Housing no longer consider the economics of the Study as an accurate representation of the market conditions. Updating the Study will assist developers by reducing duplicative efforts, saving development costs, and reducing development time.

**PREVIOUS COUNCIL ACTION:**

Council approved the Strategic Housing Assessment on March 8, 2021, through Ordinance No. 9890.

**BACKGROUND:**

The Strategic Housing Assessment is an independent resource that allows developers to validate their financial projections to banking institutions. The assessment aims to quantify the demand for housing, estimate future demand, evaluate current market conditions, and extrapolate future conditions, with regional pressures included, to determine the feasibility and rate of return on investment for a proposed housing project.

**FINANCIAL IMPLICATIONS:**

Funds for the Project are available in the following accounts:

HO2001 - \$6,262

HO2210 - \$15,348

**BOARD/COMMISSION RECOMMENDATION:**

The Community Commission on Housing and Homelessness identified and elevated the need after the Commission's consultation with CHFA and the State Division of Housing.

**STAKEHOLDER PROCESS:**

Not applicable for this Ordinance.

**ALTERNATIVES:**

The City could choose not to fund an update to the study. Developers would then individually bear the cost of a market assessment to obtain funding approval for their respective project proposals.

**RECOMMENDATION:**

The Department of Planning and Community Development recommends approval of the Ordinance

**ATTACHMENTS:**

1. Amendment No 1 to Prof Svcs Agreement between the City of Pueblo and Gruen  
Gruen Bid No. 20-052



## ORDINANCE NO.

AN ORDINANCE APPROVING AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF PUEBLO AND GRUEN GRUEN + ASSOCIATES, LLC, A LIMITED LIABILITY CORPORATION IN THE STATE OF ILLINOIS, IN THE AMOUNT OF \$19,000 WITH \$1,610 IN CONTINGENCIES TO UPDATE THE STRATEGIC HOUSING ASSESSMENT COMPLETED IN SEPTEMBER OF 2021

WHEREAS, there exists a need for quality affordable housing in the City of Pueblo; and,

WHEREAS, there exists a need to update the Strategic Housing Assessment completed in September of 2021; and,

WHEREAS, the update to the housing assessment shall be thorough and serve as a basis for making strategic and informed decisions affecting the local housing market; NOW, THEREFORE,

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

### SECTION 1.

Funds for the Project are available in the 251 Fund within the following project accounts: HO2001 and HO2210 in the amount of \$6,262 and \$15,348, respectively.

### SECTION 2.

The Amendment No. 1 to the Agreement for Professional Services between the City of Pueblo, a Colorado Municipal Corporation, and Gruen Gruen + Associates, a Limited Liability Corporation in the State of Illinois, ("Agreement for Professional Services") in the amount of \$19,000 to update the current Strategic Housing Assessment, a copy of which is attached hereto and incorporated herein, having been approved as to form by the City Attorney, is hereby approved.

### SECTION 3.

The Mayor is hereby authorized to execute Amendment No. 1 to the Agreement for Professional Services on behalf of the City, and the City Clerk shall affix the Seal of the City thereto and attest the 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 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 \_\_\_\_\_.

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

# **AMENDMENT NO. 1 TO THE SERVICE AGREEMENT BY AND BETWEEN CITY OF PUEBLO AND GRUEN GRUEN + ASSOCIATES LLC**

## **1. Introduction**

This Amendment No. 1 to the Professional Services Agreement ("Amendment") is executed to be effective as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Pueblo, a Colorado Municipal Corporation ("Client") and Gruen Gruen + Associates LLC, an Illinois Limited Liability Company registered to do business in Colorado ("Consultant"). Client and Consultant are sometimes referred to herein as a "Party" and collectively, as the "Parties."

## **2. Project Statement**

WITNESSETH THAT:

WHEREAS, Client and Consultant entered into that certain Professional Services Agreement dated March 8, 2021 for Bid Housing Consultant for Preparation of Strategic Housing Assessment for the City of Pueblo and Surrounding Community (the "Agreement").

WHEREAS, Client and Consultant desire to modify the Agreement pursuant to the provisions set forth herein.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual promises set forth herein and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Client and Consultant hereby agree to the following conditions.

## **3. AGREEMENT**

- A. The Agreement is amended by expanding the scope of work to include the following additional services:
  - 1. Consultant shall provide an update to the Pueblo Housing Assessment and Strategy; September 2021 as identified in Attachment A (Scope of Work).
  - 2. Attachment A to this Amendment No. 1 shall be additional work as agreed upon by Consultant and Client, and Consultant shall complete the work items as generally described in said Attachment A in accordance with the terms of the Agreement.
- B. With respect to services provided under the Amendment No. 1, the fee schedule attached as Attachment B to this Amendment No. 1 shall apply to compensation payable to Consultant. The aggregate compensation payable to the Consultant for performance of the additional services authorized by this Amendment No. 1 shall not exceed the maximum amount of \$19,000.00 as set forth in the Attachment B and notwithstanding whether the service is billed as Time and Material.

1. The compensation payable to the Consultant by this Amendment No. 1 shall be billed at the amounts set forth in the Attachment B.
  2. Client must respond in writing with written approval prior to Consultant beginning work.
- C. This Amendment shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.
- D. Except as expressly modified by this Amendment No. 1, the Agreement shall remain in full force and effect. Except as modified by this Amendment No. 1, any obligations to be performed under the 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 Agreement as it existed prior to this Amendment No. 1.
- E. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document with the same effect as if all Parties had signed the same original. The Parties further agree that transmission of this Amendment by any electronic format, telecopy or via email in a PDF format, shall be deemed transmission of the original Amendment for all purposes. Electronic signatures shall be deemed valid and binding to the same extent as the original
- F. This Amendment No. 1 may be funded in whole or in part by a grant from the U.S. Department of Housing and Urban Development.
1. Proposers shall comply with all applicable Federal, State, and local standards, orders, and regulations.
  2. Consultant shall comply with all provisions in Attachment C, Funding Contract Requirements.
  3. The Consultant shall maintain an active SAM.gov registration with no exclusions during the work performed for this project.

*(Signature Section on following page.)*

## 4. Signature Section

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed the day and year first above written.

CITY OF PUEBLO, A MUNICIPAL CORPORATION

GRUEN GRUEN + ASSOCIATES LLC

By \_\_\_\_\_  
Naomi Hedden, Director of Purchasing

By \_\_\_\_\_  
Aaron N. Gruen, Principal/Managing Member

Attest \_\_\_\_\_  
Marisa Stoller, City Clerk

[SEAL]

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

\_\_\_\_\_  
Mayor Heather Graham for Finance Director

APPROVED AS TO FORM  
Department of Law

\_\_\_\_\_  
David Wyatt, Assistant City Attorney

Attachments: Attachment A – Scope of Work  
Attachment B – Fee Schedule  
Attachment C – Special Funding Contract Requirements  
Additional Information for Amendment

## Attachment A

### Scope of Work

Excerpt from Consultant's Proposal dated April 22, 2024, Pages 1 – 3

Gruen Gruen + Associates is pleased to submit the following proposal to assist you in updating key data and analysis from the “Pueblo Housing Assessment and Strategy,” previously completed in September 2021. The scope of work will specifically include updates within the following sections of the report:

- Apartment Market Conditions and Rental Housing Costs;
- For-Sale Housing Market Conditions and Ownership Housing Costs;
- Housing Affordability “Gap” Analysis;
- Components of Population Change;
- Real Household Incomes; and
- Real Estate Economic Analysis of Housing Development Alternatives.

Specific tables, figures, and sources of data are described below in the Proposed Scope of Work.

### **PROPOSED SCOPE OF WORK**

#### **Housing Market Conditions and Current Renter/Owner Costs**

GG+A will obtain and review the most current secondary data available from sources such as the Colorado Statewide Apartment Survey, 2022 American Community Survey, CoStar, and Multiple Listing Service to update the following figures and tables:

- Figure A-3, Average Monthly Rent and Vacancy Rate in Pueblo
- Figure A-4, Average Monthly Rent Per Square Foot
- Figure A-5, Pueblo County Average Sale Prices
- Table A-4, Multi-Family Apartment Asking Rent Survey
- Table A-5, Estimate of Existing Rental Housing Supply (Occupied Units)

We understand that the city will assist in obtaining recent sales data from the local MLS.

## **Housing Affordability “Gap” Analysis**

The gap analysis for the city of Pueblo and other areas of the county (e.g., Pueblo West) will be updated to reflect changes in housing prices, interest rates, and local household incomes since the comparison was previously made using 2019 income data. GG+A will obtain and review data from sources including the 2022 American Community Survey and Home Mortgage Disclosure Act to update the following figures and tables:

- Figure 3, Existing Housing Inventory Relative to Existing Households by Monthly Cost
- Table A-11, Affordable Housing Prices and Monthly Rents by Household Income Bracket
- Table A-12, Estimated Housing affordability Gaps in the City of Pueblo
- Table A-13, Estimated Housing affordability Gaps in the Pueblo West and Other Areas

## **Components of Population Change and Household Income Trends**

GG+A will obtain the most recently available data from the State Demography Office and/or U.S. Census Bureau to update the figures describing Pueblo County Components of Population Change (Figure 4) and Median Household Income Trends (Figure 5).

## **Real Estate Economic Analysis of Housing Development Alternatives**

The update to the real estate economic analysis will quantify how changes in market-rate housing prices, capital markets conditions, and development costs have likely changed since summer 2021 to affect the feasibility of new housing production. GG+A may rely upon a combination of developer or contractor interviews and secondary data (such as CHFA cost dashboards, site and vertical development costs obtained in late 2022 for proposed projects in Pueblo, etc.) to identify how costs and financing parameters have changed. Current municipal and tap fees will be obtained from the city and appropriate districts. The updated analysis will also draw upon 2024 income limits for Pueblo County. Results will be quantified in the following figures and tables:

- Figure 10, Minimum Annual Income Needed to Afford Market Price of Feasible Housing Developments
- Table 9, Feasible Housing Development Prototypes
- Table 10, Infeasible Housing Development Prototypes
- Table E-4, Percent of AMI Needed to Afford New Construction Detached Single-Family Homes
- Table E-5, Percent of AMI Needed to Afford New Construction Attached Single-Family and Walk-Up Apartments
- Table E-7, Estimated Development Costs for Multi-Family Prototypes
- Table E-8, Estimated Market Rents for Multi-family Rental Units
- Table E-12, Average Sales Price Estimates for Single-Family Units
- Table E-13, Horizontal Costs for Single-Family Units
- Table E-14, Vertical Development Costs for Single-Family Units

## **DELIVERABLE**

GG+A will develop a companion report or “addendum” to the 2021 Housing Assessment and Strategy. The graphical document will be presented in a similar format, structured around the tables and figures identified above, as well as narrative text to describe how key assumptions and results have changed since 2021. Specifically, the addendum report will identify how changes in housing market conditions and other factors have affected affordability gaps or unmet “needs” for existing housing units and production gaps for new housing units – and what these changes may suggest for appropriate municipal policies or strategies.

## **STAFF RESPONSIBILITY**

Aaron Gruen, Principal, will be in charge of this work for GG+A. Working closely with Aaron will be Debra Jeans, Principal; Andrew Ratchford, Senior Project Manager and Analyst based in Denver; and Alyssa Roche, Research Assistant. We will maintain close liaison with you as our work proceeds.



## Attachment B

### Fee Schedule

Excerpt from Consultant's Proposal dated April 22, 2024, Page 3

### BUDGET AND DURATION

Our charges for professional services are based upon the actual time devoted to your project by our staff.

**Expenses such as for travel, communication, and report production will be invoiced at their cost to us.**

The standard rates for the GG+A personnel assigned to the project are as follows:

| Staff Person                             | Standard Hourly Rate |
|------------------------------------------|----------------------|
| Aaron N. Gruen, Principal                | \$315                |
| Debra J. Jeans, Principal                | \$315                |
| Andrew Ratchford, Senior Project Manager | \$210                |
| Alyssa Roche, Research Assistant         | \$105                |

Any expenses for travel or report reproduction will be invoiced at their cost to us. Invoices will be submitted monthly and are due upon receipt.

We have allocated about 110 hours of staff time to this potential assignment and ask that you set aside a **not-to-exceed budget of \$19,000** to complete the updates identified in the Scope of Work above.

We estimate the work including final deliverable will be completed within no more than **12 weeks** of authorization to proceed.

## Attachment C

### Special Funding Contract Requirements

This 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](http://www.fema.gov/procurement-disaster-assistance-team). Questions about the City's Purchasing Policy and the federal project requirements may be directed to [bidinfo@pueblo.us](mailto:bidinfo@pueblo.us).

#### **Definitions:**

**Agreement:** For the purposes of this bid and/or project, *agreement* shall indicate a contract between City and Contractor.

**Contractor:** Awarded bidder, consultant, and/or engineer contracted or under agreement with the City for a specified duration or for specific project work.

**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.

#### **Notice:**

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.

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 9 below).

As indicated below each Section, some clauses determined nonapplicable for this project may be removed.

### 1. REMEDIES

*Applicable to all contracts/agreements in excess of \$250,000; 2 CFR, Part 200, Appendix II(A)*

This contract is not estimated to exceed \$249,999 and this section has been removed.

### 2. TERMINATION FOR CAUSE AND CONVENIENCE

*Applicable to all contracts/agreements in excess of \$10,000; 2 CFR, Part 200, Appendix II(B)*

- 2.1 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 in Section 1 above and may immediately terminate the agreement upon written notice to Contractor.
- 2.2 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.
- 2.3 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.

### 3. 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:

- 3.1 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:  
  
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.
- 3.2 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, sexual orientation, gender identity, or national origin.

- 3.3 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.
- 3.4 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.
- 3.5 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.
- 3.6 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.
- 3.7 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.
- 3.8 The Contractor will include the portion of the sentence immediately preceding paragraph (3.1) and the provisions of paragraphs (3.1) through (3.8) 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:

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.

4. DAVIS BACON ACT

*Only applicable for construction contracts in excess of \$2,000; include most current Davis Bacon Wages supplement; 2 CFR, Part 200, Appendix II(D)*

This contract is not for construction and the Davis Bacon Act section has been removed.

5. COPELAND ANTI-KICKBACK ACT

*Only applicable for construction contracts in excess of \$2,000; 29 CFR, Part 3*

This contract is not for construction and the Copeland Anti-Kickback Act section has been removed.

6. COMPLIANCE WITH CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

*Applicable for projects in excess of \$100,000 that involve employment of mechanics or laborers; 2 CFR, Part 200, Appendix II(E)*

This contract is not estimated to exceed \$99,999 and this section has been removed.

7. 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)*

This contract is not for use of experimental, developmental, or research and this section has been removed.

8. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

*Contracts in excess of \$150,000; 2 CFR, Part 200, Appendix II(G)*

This contract is not estimated to exceed \$149,999 and this section has been removed.

9. DEBARMENT AND SUSPENSION

*Required for all federal, state, grant, and cooperative agreement programs; 2 CFR, Part 200, Appendix II(H)*

- 9.1 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).
- 9.2 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.
- 9.3 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.

- 9.4 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.

#### 10. BYRD ANTI-LOBBYING AMENDMENT

*Award of \$100,00 or more; 2 CFR, Part 200, Appendix II(I)*

This contract is not estimated to exceed \$99,999 and this section has been removed.

#### 11. PROCUREMENT OF RECOVERED MATERIALS

*Required for all federal grant and cooperative agreement programs; 2 CFR, Part 200, Appendix II(J)*

- 11.1 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:
- Competitively within a timeframe providing for compliance with the contract performance schedule.
  - Meeting contract performance requirements.
  - At a reasonable price.
- 11.2 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>.
- 11.3 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.

#### 12. 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)*

This contract does not involve telecommunications and video surveillance services or equipment.

#### 13. 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.

#### 14. ACCESS TO RECORDS

*This section from Recommended Contract Provision No. 1; Required for all City federally funded projects*

- 14.1 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.
- 14.2 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.
- 14.3 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. *[REMOVE IF NOT CONSTRUCTION]*
- 14.4 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.

#### 15. CHANGES

*This section from Recommended Contract Provision No. 2; Required for all City federally funded projects*

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.

#### 16. 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.

#### 17. 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.

18. 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.

19. 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.



## **Additional Information for Agreement**

System for Award Management (SAM.gov) Registration

Certificate of Good Standing

PERA Questionnaire – Requested from Consultant 7/25 – to be added prior to signature

Insurance Certificate(s) – Requested from Consultant 7/25 – to be added prior to signature



# GRUEN GRUEN + ASSOCIATES LLC

**REVIEWED**by Bryan Gallagher July 25, 2024

|                                                                                                              |                                                                                                             |                                              |
|--------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------|----------------------------------------------|
| Unique Entity ID<br><b>W5ETRD3DJ67</b>                                                                       | CAGE / NCAGE<br><b>5RJQ4</b>                                                                                | Purpose of Registration<br><b>All Awards</b> |
| Registration Status<br><b>Active Registration</b>                                                            | Expiration Date<br><b>Dec 4, 2024</b>                                                                       |                                              |
| Physical Address<br><b>320 W Oakdale AVE<br/>APT 1802<br/>Chicago, Illinois 60657-5667<br/>United States</b> | Mailing Address<br><b>320 W Oakdale AVE<br/>APT 1802<br/>Chicago, Illinois 60657-5667<br/>United States</b> |                                              |

## Business Information

|                                              |                                                                     |                                   |
|----------------------------------------------|---------------------------------------------------------------------|-----------------------------------|
| Doing Business as<br><b>(blank)</b>          | Division Name<br><b>(blank)</b>                                     | Division Number<br><b>(blank)</b> |
| Congressional District<br><b>Illinois 05</b> | State / Country of Incorporation<br><b>Illinois / United States</b> | URL<br><b>www.ggassoc.com</b>     |

## Registration Dates

|                                       |                                       |                                                  |
|---------------------------------------|---------------------------------------|--------------------------------------------------|
| Activation Date<br><b>Dec 7, 2023</b> | Submission Date<br><b>Dec 5, 2023</b> | Initial Registration Date<br><b>Oct 14, 2009</b> |
|---------------------------------------|---------------------------------------|--------------------------------------------------|

## Entity Dates

|                                          |                                             |
|------------------------------------------|---------------------------------------------|
| Entity Start Date<br><b>Jan 19, 2000</b> | Fiscal Year End Close Date<br><b>Dec 31</b> |
|------------------------------------------|---------------------------------------------|

## Immediate Owner

|                        |                                       |
|------------------------|---------------------------------------|
| CAGE<br><b>(blank)</b> | Legal Business Name<br><b>(blank)</b> |
|------------------------|---------------------------------------|

## Highest Level Owner

|                        |                                       |
|------------------------|---------------------------------------|
| CAGE<br><b>(blank)</b> | Legal Business Name<br><b>(blank)</b> |
|------------------------|---------------------------------------|

## 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<br><b>Other</b>                   | Entity Type<br><b>Business or Organization</b> | Organization Factors<br><b>Limited Liability Company</b> |
| Profit Structure<br><b>For Profit Organization</b> |                                                |                                                          |

Socio-Economic Types

Self Certified Small Disadvantaged Business  
Women-Owned Business

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<br>No | Debt Subject To Offset<br>No |
| EFT Indicator<br>0000              | CAGE Code<br>5RJQ4           |

Points of Contact

Electronic Business

|                                                                                                              |                                                                             |
|--------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------|
| <br>DEBRA L. Jeans, Principal | 282 Dover Circle<br>Lake Forest, Illinois 60045<br>United States            |
| AARON Gruen                                                                                                  | 1121 Lake Cook RD.<br>Suite A<br>Deerfield, Illinois 60015<br>United States |

Government Business

|                                                                                                              |                                                                             |
|--------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------|
| <br>Debra L. Jeans, Principal | 282 Dover Circle<br>Lake Forest, Illinois 60045<br>United States            |
| AARON Gruen                                                                                                  | 1121 Lake Cook RD.<br>Suite A<br>Deerfield, Illinois 60015<br>United States |

Past Performance

|                                                                                                                |                                                                  |
|----------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------|
| <br>Aaron N. Gruen, Principal | 282 Dover Circle<br>Lake Forest, Illinois 60045<br>United States |
| Aaron N. Gruen, Principal                                                                                      | 282 Dover Circle<br>Lake Forest, Illinois 60045<br>United States |

Service Classifications

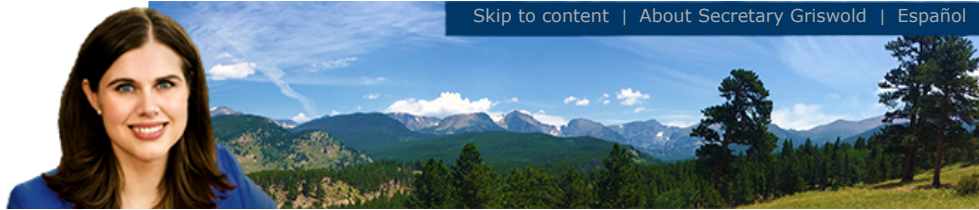
NAICS Codes

| Primary | NAICS Codes | NAICS Title                                                          |
|---------|-------------|----------------------------------------------------------------------|
| Yes     | 541618      | Other Management Consulting Services                                 |
|         | 541611      | Administrative Management And General Management Consulting Services |
|         | 541613      | Marketing Consulting Services                                        |
|         | 541620      | Environmental Consulting Services                                    |
|         | 541690      | Other Scientific And Technical Consulting Services                   |
|         | 541720      | Research And Development In The Social Sciences And Humanities       |
|         | 541910      | Marketing Research And Public Opinion Polling                        |
|         | 541990      | All Other Professional, Scientific, And Technical Services           |

Disaster Response

This entity does not appear in the disaster response registry.

Remainder of page left blank



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[FAQs, Glossary and Information](#)

## Summary

| Details                                 |                                                   |                       |                                   |
|-----------------------------------------|---------------------------------------------------|-----------------------|-----------------------------------|
| <b>Name</b>                             | Gruen Gruen + Associates LLC                      |                       |                                   |
| <b>Status</b>                           | Good Standing                                     | <b>Formation date</b> | 06/18/2012                        |
| <b>ID number</b>                        | 20121329660                                       | <b>Form</b>           | Foreign Limited Liability Company |
| <b>Periodic report month</b>            | June                                              | <b>Jurisdiction</b>   | Illinois                          |
| <b>Principal office street address</b>  | 320 W Oakdale Ave Apt 1802, Chicago, IL 60657, US |                       |                                   |
| <b>Principal office mailing address</b> | 320 W Oakdale Ave Apt 1802, Chicago, IL 60657, US |                       |                                   |

| Registered Agent       |                                        |
|------------------------|----------------------------------------|
| <b>Name</b>            | Andy Ratchford                         |
| <b>Street address</b>  | 336 S Downing St, Denver, CO 80209, US |
| <b>Mailing address</b> | 336 S Downing St, Denver, CO 80209, 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,

Gruen Gruen + Associates LLC

is an entity formed or registered under the law of Illinois, 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 20121329660.

This certificate reflects facts established or disclosed by documents delivered to this office on  
paper through 07/22/2024 that have been posted, and by documents delivered to this office  
electronically through 07/24/2024 @ 09:51:56.

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 07/24/2024 @ 09:51:56 in accordance with applicable law.  
This certificate is assigned Confirmation Number 16234926.



*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."*



**Background Paper for Proposed Ordinance**

**COUNCIL MEETING DATE:** August 12, 2024

**TO:** President Mark Aliff and Members of City Council

**CC:** Mayor Heather Graham

**VIA:** Marisa Stoller, City Clerk

**FROM:** Carla Sikes, City Attorney

**SUBJECT:** AN ORDINANCE SUBMITTING TO THE ELIGIBLE ELECTORS OF THE CITY OF PUEBLO, COLORADO AT THE SPECIAL MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 5, 2024, PROPOSED AMENDMENTS TO SECTIONS 4-2, 17-2, 17-5, 17-6, 17-8, 17-9, AND 17-10 OF THE CHARTER OF THE CITY OF PUEBLO AND FIXING THE BALLOT TITLE THEREFOR

**SUMMARY:**

This Ordinance is part of a larger modernization effort by City staff to amend the Charter to remove or amend language which may be confusing, impractical or no longer be relevant compared to when the Charter was adopted approximately 70 years ago.

**PREVIOUS COUNCIL ACTION:**

Council has previously submitted to the eligible electors of Pueblo certain Charter Amendments. The goal of this Ordinance is to amend outdated, impractical and confusing language from the Charter.

**BACKGROUND:**

Attached is a proposed Ordinance referring to the registered voters of the City proposed amendments to the City's Charter.

In Sections 4-2 and 17-2, changes have been made to account for allowances required by the necessity of a runoff election, which cannot legally be held in the current Charter-allotted time frame.

In section 17-5, changes have been made to allow for changes that are pending at the state level; if these hard dates remain in our Charter, the City may be unable to coordinate November elections with Pueblo County, necessitating additional expense and time for City employees to run a standalone election.

In Sections 17-6, 17-8, and 17-9, updates are made regarding voting machines and voter registration, which have different processes now than in 2004, when the last major edit to these sections was made.

In Section 17-10, the state recently changed the expenditure dates; current code is stricter than the Charter timeline requirement.

**FINANCIAL IMPLICATIONS:**

Financial implications include the cost of placing this Ordinance along with other proposed Charter amendments on the ballot at the 2024 Special Election.

**BOARD/COMMISSION RECOMMENDATION:**

Not applicable to this Ordinance.

**STAKEHOLDER PROCESS:**

None.

**ALTERNATIVES:**

A “no action” alternative would keep the Charter in its current form.

**RECOMMENDATION:**

Approve the Ordinance.

**ATTACHMENTS:**

None



ORDINANCE NO.

AN ORDINANCE SUBMITTING TO THE ELIGIBLE ELECTORS OF THE CITY OF PUEBLO, COLORADO AT THE SPECIAL MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 5, 2024, PROPOSED AMENDMENTS TO SECTIONS 4-2, 17-2, 17-5, 17-6, 17-8, 17-9, AND 17-10 OF THE CHARTER OF THE CITY OF PUEBLO AND FIXING THE BALLOT TITLE THEREFOR

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

SECTION 1.

There is hereby submitted to a vote of the registered electors of the City of Pueblo at the Special Municipal Election to be held on November 5, 2024, a proposed amendment to the Charter of the City of Pueblo, more particularly set forth in Section 3 of this Ordinance.

SECTION 2.

This ballot title (submission clause and title) for the proposed Charter Amendment set forth in Section 3 hereof is hereby fixed and adopted as follows:

BALLOT QUESTION NO. \_\_\_\_ - CHARTER AMENDMENT.

(\_\_\_\_\_)

SHALL THE CHARTER OF THE CITY OF PUEBLO BE AMENDED AS FOLLOWS TO AMEND SECTION 4-2 TO ADJUST THE MAYOR'S TERM FOR THE POSSIBILITY OF A RUNOFF ELECTION; AMEND SECTION 17-2 TO ALLOW FOR FLEXIBILITY IN THE DATE OF THE RUNOFF ELECTION; AMEND SECTION 17-5 TO ALLOW THE TIMEFRAME FOR SUBMISSION OF PETITIONS TO BE SET BY ORDINANCE; AMEND SECTION 17-6 TO IDENTIFY MAIL-IN BALLOT AS THE PREFERRED METHOD; DELETE SECTIONS 17-8 AND 17-9 TO REMOVE THE CITY CLERK'S REQUIREMENT TO REGISTER VOTERS; AND AMEND SECTION 17-10 TO ALLOW THE TIMELINE FOR CANDIDATES' FILING OF STATEMENT OF EXPENSE TO BE SET BY ORDINANCE?

-- YES  
-- NO

SECTION 3.

There is hereby submitted to a vote of the registered electors of the City of Pueblo at the special municipal election to be held on November 5, 2024, an amendment to the Charter of the City of Pueblo, as follows: (brackets indicate matter being deleted, underscoring indicates new matter being added)

ARTICLE 4

Mayor

Section 4-2. - **Mayor's Term**

The term of Mayor, unless another date is necessitated by runoff election, recall or removal[unless sooner recalled or removed], shall begin on the second Tuesday in January of

the year following election and shall be for four (4) years or until a successor is duly elected and qualified. After having served two (2) consecutive terms, the incumbent Mayor shall be ineligible to hold office thereafter.

## ARTICLE 17

### Elections

#### Section 17-2. - **Municipal Elections\***

A general municipal election shall be held on the first Tuesday in November of each odd number year, except that the first Mayoral election shall be held as provided in [Section 20-3](#). Special municipal elections shall be held in accord with the provisions of this Charter.

To be elected Mayor, a qualified candidate shall have received a majority of the votes cast for such office. If no candidate receives a majority of the votes cast, a special run-off election shall be held [on the first Tuesday in the month following]. If a run-off election is required, the two (2) persons with the highest number of votes cast for the office shall appear on the ballot as candidates. Notwithstanding, the Council, by ordinance, may designate an alternative method of run-off election.

#### Section 17-5. - **Acceptance of Nomination**

No nominating petition shall be accepted unless accompanied by a signed acceptance of the nomination form, such form to be determined by the City Clerk. If a petition is found to be signed by more persons than the number legally permitted, the last signatures in excess of that number shall be disregarded even if some of the earlier signatures are void. If a petition is found to be signed by fewer persons than the number certified, the signatures shall be accepted unless void on other grounds. If a petition is found to be signed by more persons than the number of signatures certified by the circulator, the last signatures in excess of the number certified shall be disregarded. Within five days after the filing of a nominating petition the City Clerk shall notify the candidate and the person who filed the petition whether or not it is found to be signed by the required number of registered electors. If a petition is found insufficient, the City Clerk shall return it immediately to the person who filed it with a statement certifying wherein the petition is found insufficient. Within the regular time for filing petitions such a petition may be amended and filed again as a new petition (in which case the time of the first filing shall be disregarded in determining the validity of signatures thereon) or a different petition may be filed for the same candidate. The petition of each person nominated shall be preserved by the City Clerk until the expiration of the term of office for which he has been nominated. [Any signature made earlier than sixty (60) days prior to the date of the election shall be void.] All nominating papers comprising a petition shall be filed as one instrument with the City Clerk **within the timeframes as set forth in the Pueblo Municipal Code**[not earlier than ninety-one (91) days before the election and not later than seventy-one (71) days before the election.] The City Clerk shall make a record of the exact time at which each petition is filed and shall take and preserve the name and address of the person by whom it is filed. A person who has been nominated, may withdraw by filing with the City Clerk a request therefor in writing, and in the event that the withdrawal of candidacy is not made in time for the candidate's name to be taken off the ballot, any votes for the candidate shall be deemed invalid and shall not be counted.

#### Section 17-6. - **Balloting**

The vote on all proposals and election of candidates shall be by **mail-in ballot**[voting machines] whenever available, **or by alternative method established by ordinance**. [If a

voting machine should become inoperative during balloting, paper ballots shall be used under the supervision of the Board of Elections of the City.]

Section 17-8. – **Reserved.**[Registration\*

Registration of all voters shall be as follows:

a. The City Clerk shall register all voters at his or her office up to and including twenty-nine (29) days before any election.

b. A voter may be legally registered by presenting himself in person or by a member of his immediate family of legal age residing at the same address.

c. The name of a voter once registered shall remain on the registration list until stricken as hereby provided:

(1) Within thirty (30) days after any general city election the City Clerk shall strike from the registration lists in each precinct the name of every person who failed to vote at such election.

(2) At any time up to and including twenty-nine (29) days before any election, any qualified elector may file a verified complaint with the Judge of the Municipal Court, giving the name, or names of any person or persons, whom he believes to be illegally registered with his reasons therefor. Immediately upon receipt of such a complaint the Municipal Judge shall issue and provide for the delivery of a summons which shall command attendance at a hearing before him of such persons mentioned in the verified complaint. If upon hearing, it shall appear that any such person, or persons, has been illegally registered, his name shall be stricken from the registration list.

d. For the twenty-nine (29) days before and on the day of any municipal election, any registered elector, by appearing in person at the City Clerk's office, may complete a sworn affidavit for change of address from a precinct within the City in which the elector is registered, stating that the elector has moved prior to the thirtieth day before the election and that the elector has lived at the new address in the new precinct within the City for at least thirty days. Upon the receipt of the request, the City Clerk shall verify the registration of the elector at the new address and, upon verification, change the elector's registration to the new address.】

Section 17-9. – **Reserved.** [Optional Registration Plan\*

At any time in the future the City Council may adopt this plan for registration instead of the aforementioned Section. Registration of all qualified electors shall be follows: The City Clerk shall, not later than twenty-nine (29) days before any City election, obtain from the County Clerk a registration list of all qualified electors who are residents of the City of Pueblo. Such registration list shall be the official city registration record. All qualified electors shall be considered duly registered and continue to be registered until such time as their names are stricken from the election records of the County Clerk.】

Section 17-10. - **Statement of Expenses**

Every candidate at any City election shall [within thirty (30) days thereafter]**within the time set by ordinance,** file a sworn statement of election expenditures which shall include such itemizations and disclosures as the City Council shall by ordinance specify and require.

No political party, directly or indirectly, and no public service corporation, nor any other person, firm or corporation owning, interested in, or intending to apply for any franchise or

contract with the City, shall contribute or expend any money or valuable thing, directly or indirectly, to assist in the election or defeat of any candidate or candidates.

The provisions and prohibitions of this Article relating to candidates shall also apply to each and every City officer and employee in Pueblo.

#### SECTION 4.

The City Council does hereby find, determine and declare that the ballot title set forth in Section 2 hereof fairly expresses the true meaning and intent of the referred Charter amendment.

#### SECTION 5.

The officials of the City are authorized and directed to take all actions necessary, appropriate or required to implement the provisions of this Ordinance. The City Clerk is directed to publish notice of election of the proposed Charter Amendment in conformity with the provision of C.R.S. 1-7.5-101 *et seq.* and C.R.S. 31-2-210(4) and to certify the Ballot Title to the Pueblo County Clerk and Recorder no later than sixty days before the November 5, 2024 coordinated election, as provided by C.R.S. 1-5-203(3) and C.R.S. 31-2-210 (3.5).

#### SECTION 6.

This Ordinance shall become effective 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



**Background Paper for Proposed Ordinance**

**COUNCIL MEETING DATE:** August 12, 2024

**TO:** President Mark Aliff and Members of City Council

**CC:** Mayor Heather Graham

**VIA:** Marisa Stoller, City Clerk

**FROM:** Carla Sikes, City Attorney

**SUBJECT:** AN ORDINANCE SUBMITTING TO THE ELIGIBLE ELECTORS OF THE CITY OF PUEBLO, COLORADO AT THE SPECIAL MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 5, 2024, PROPOSED AMENDMENTS TO SECTIONS 1-5, 2-6, 2-10, 3-9, 3-18, 3-19, 3-20, 3-21, 6-1, 7-28, 8-12, AND 15-6 OF THE CHARTER OF THE CITY OF PUEBLO AND FIXING THE BALLOT TITLE THEREFOR

**SUMMARY:**

This Ordinance is part of a larger modernization effort by City staff to amend the Charter to remove or amend language which may be confusing, impractical or no longer be relevant compared to when the Charter was adopted approximately 70 years ago.

**PREVIOUS COUNCIL ACTION:**

Council has previously submitted to the eligible electors of Pueblo certain Charter Amendments. The goal of this Ordinance is to amend outdated, impractical and confusing language from the Charter.

**BACKGROUND:**

Attached is a proposed Ordinance referring to the registered voters of the City proposed amendments to the City's Charter.

Section 1-5 and Section 3-20 changes the definition of Emergency Ordinance to include "significant financial loss" to the City as a qualifier. This will allow the City to take advantage of certain grants or favorable financing terms by shortening action time by as much as three weeks. An Emergency Ordinance can never be used to create a tax or fee.

Section 2-6 clarifies how an elected office can be deemed vacant; previously, resignation and election to another office would not automatically cause a vacancy and

Council would have to wait longer to be able to declare a vacancy and move to fill the position.

Section 2-10 and Section 3-19 ends the requirement for newspaper publishing, as the City no longer has a paper that is printed and published daily in the City of Pueblo. Legal notices will instead be published free of charge on the City's website; this change will save the City at least \$20,000 a year.

Section 3-9 will end the requirement that all contracts, to include memorandum of understanding, memorandum of agreement, and small dollar contracts be approved by way of ordinance. This amendment will return to the *status quo ante* prior to the City of Pueblo adopting a mayor/council form of government.

Section 3-18 will amend the Charter to make future amendments to the municipal code and Charter easier to understand. This amendment will end the use of [brackets] to designate language that is being amended and instead use the modern strikethrough ~~strikethrough~~ to denote language being removed.

Section 3-21 removes the requirement of an index book. The City Clerk currently maintains a written paper index book. Digital search ability is more efficient and has replaced the need for such a hard copy book.

Section 6-1 removes the requirement that the city attorney be a resident of the City of Pueblo. The City Attorney is the only director required by Charter to live within the city limits. Council recently removed the requirement that department directors be residents of the City of Pueblo in order to attract a wider talent pool when positions become vacant. This rationale applies equally to the City Attorney.

Section 7-28 removes the requirement that City's purchasing agent create and maintain a record (inventory) of non-expendable property owned by the City of Pueblo having a unit cost in of \$50.00 or greater. This low threshold value creates an undue burden on the purchasing department. A change in the Charter will allow this value to be modified based upon current economic conditions. Council will be able to determine by ordinance the appropriate minimum unit cost of non-expendable property to be included in said record.

Section 8-12 removes the Charter the requirement that City employees be required to retire at age 65 or pass a physical and mental examination based upon the requirements of their job. This provision is obsolete and likely contrary to federal law prohibiting age discrimination. Council may address employment matters by ordinance if necessary.

Section 15-6 removes the restriction that that Trustees or Commissioners of existing water districts, or the Board of Water Works of Pueblo shall not enter into any contract or purchase involving the expenditure of a sum in excess of \$1,000.00), and instead allows Council to set the maximum amount by way of ordinance, with the exception of personal, professional or technical services not lending themselves to competitive bidding, until a proposal for bids for the materials or services covered by such contracts or purchase shall have been published.

**FINANCIAL IMPLICATIONS:**

Financial implications include the cost of placing this Ordinance along with other proposed Charter amendments on the ballot at the 2024 Special Election. Passage of this Charter Amendment will save the City at least \$20,000 a year in regard to newspaper publishing requirements, and can potentially prevent significant financial loss to the City. It will also include cost savings in staff time.

**BOARD/COMMISSION RECOMMENDATION:**

Not applicable to this Ordinance.

**STAKEHOLDER PROCESS:**

None.

**ALTERNATIVES:**

A “no action” alternative would keep the Charter in its current form.

**RECOMMENDATION:**

Approve the Ordinance.

**ATTACHMENTS:**

None



ORDINANCE NO.

AN ORDINANCE SUBMITTING TO THE ELIGIBLE ELECTORS OF THE CITY OF PUEBLO, COLORADO AT THE SPECIAL MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 5, 2024, PROPOSED AMENDMENTS TO SECTIONS 1-5, 2-6, 2-10, 3-9, 3-18, 3-19, 3-20, 3-21, 6-1, 7-28, 8-12, AND 15-6 OF THE CHARTER OF THE CITY OF PUEBLO AND FIXING THE BALLOT TITLE THEREFOR

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

SECTION 1.

There is hereby submitted to a vote of the registered electors of the City of Pueblo at the Special Municipal Election to be held on November 5, 2024, a proposed amendment to the Charter of the City of Pueblo, more particularly set forth in Section 3 of this Ordinance.

SECTION 2.

This ballot title (submission clause and title) for the proposed Charter Amendment set forth in Section 3 hereof is hereby fixed and adopted as follows:

BALLOT QUESTION NO. \_\_\_\_ - CHARTER AMENDMENT

(\_\_\_\_\_)

SHALL THE CHARTER OF THE CITY OF PUEBLO BE AMENDED TO UPDATE AND MODERNIZE TERMS AND TECHNOLOGY REFERENCED WITHIN THE CHARTER, AND IN CONNECTION THEREWITH: AMEND SECTION 1-5 TO INCLUDE SIGNIFICANT FINANCIAL LOSS TO THE CITY IN THE DEFINITION OF EMERGENCY ORDINANCE; CLARIFY SECTION 2-6 AS TO WHEN AN ELECTED OFFICE IS DEEMED VACANT; AMEND SECTIONS 2-10 AND 3-19 TO ALLOW FOR PUBLICATION OF LEGAL NOTICES ON THE CITY'S WEBSITE; CLARIFY SECTION 3-9 PROVIDING CITY COUNCIL MAY ENTER INTO CONTRACTS AND LEASES; AMEND SECTION 3-18 TO CHANGE THE FONT USED WHEN AMENDING THE CHARTER AND MUNICIPAL CODE; AMEND SECTION 3-20 TO INCLUDE PREVENTION OF SIGNIFICANT FINANCIAL LOSS UNDER EMERGENCY ORDINANCES; AMEND SECTION 3-21 TO REMOVE THE REQUIREMENT THAT A PAPER COPY OF INDEXED ORDINANCES BE KEPT; AMEND SECTION 6-1 TO REMOVE THE RESIDENCY REQUIREMENT FOR THE CITY ATTORNEY; AMEND SECTION 7-28 TO ALLOW THE UNIT COST REQUIRED FOR EQUIPMENT-OWNED RECORD KEEPING TO BE SET BY ORDINANCE; DELETE SECTION 8-12 TO REMOVE COMPULSORY RETIREMENT; AMEND SECTION 15-6 TO ALLOW CONTRACT AND PURCHASE AMOUNT ALLOWED BY TRUSTEES OR COMMISSIONERS OF WATER DISTRICTS TO BE SET BY ORDINANCE AND ALLOWING PUBLICATION OF NOTICE ONLINE?

-- YES  
-- NO

SECTION 3.

There is hereby submitted to a vote of the registered electors of the City of Pueblo at the special municipal election to be held on November 5, 2024, an amendment to the Charter of the City of Pueblo, as follows: (brackets indicate matter being deleted, underscoring indicates new matter being added)

## ARTICLE 1

### General Provisions

#### Section 1-5. – Definitions

Certain words and phrases, when used herein, are hereby declared to have the following meanings:

- a. "Agency" shall mean any Bureau, Department, Division, or other organizational unit in the executive branch of city government;
- b. "Allotment" shall mean a portion of an appropriation made available for expenditure during a specified period of less than one year;
- c. "Appropriation" shall mean an authorization by the Council to expend from public funds a specified maximum sum for a specified purpose and during a specified time;
- d. "Area" in the case of councilmen elected by district shall mean the councilmen district; for councilmen elected at large, it shall mean the City;
- e. "Bureau" shall mean an organization of two (2) or more departments headed by one (1) person, responsible directly to the Mayor. The heads of departments within the bureau are directly responsible to the Bureau Head;
- f. "Candidate" shall mean any person seeking nomination or election to any city office in Pueblo;
- g. "Class" when used in connection personnel administration, shall mean a definitely recognized kind of employment in the Classified Service comprising positions that are so nearly alike in duties and responsibilities that they can be equitably treated under similar conditions for personnel purposes;
- h. **Reserved.**
- i. "Classified Service" shall mean the aggregate of all positions in municipal service covered by Civil Service;
- j. "Department" shall mean one of the major organizational units of the City
- k. "Division" shall mean a primary subdivision of a department headed by one person responsible directly to the Department Director;
- l. "Emergency Ordinance" shall mean an ordinance, the passage of which shall be necessary to the preservation or protection of public health, property, or safety; **or prevention of significant financial loss to the City;**
- m. "Employees" shall mean all persons in municipal service who are not officers;
- n. "General Law" shall mean the Constitution and Statutes of the State of Colorado and common law to the extent that common law has been adopted in Colorado;
- o. "Officers" shall mean persons in municipal service specifically declared by this Charter to be officers;
- p. "Qualified Elector: shall mean a person entitled to vote at a general municipal election, if registered, and if not registered, otherwise eligible to vote; the term is synonymous with qualified voter;
- q. "Qualified Taxpaying Electors" shall mean such of the qualified voters as shall in the twelve months immediately preceding the date of election have paid a City property tax on property listed on the county assessment rolls;
- r. "Unclassified Service" shall mean the aggregate of all positions in municipal service not covered by Civil Service.

## ARTICLE 2

## **Municipal Officers**

### **Section 2-6. - Elected Officers\***

All elected officers shall continue to hold office until their successors are duly elected and qualified unless the elective office is deemed vacant. An elective office shall become vacant whenever any officer is recalled, resigns, is elected to another elected office, becomes permanently incapacitated, either physically or mentally, and cannot perform the duties of his office, or if a councilman absents himself from two (2) regular council meetings during any one (1) calendar year without reasonable excuse, as determined by the rules of procedure of the Council. Any officer after final conviction of a felony shall forfeit his office forthwith. If a councilman elected from a district moves from such district during his term of office, his office is automatically declared vacant. In the case of vacancy of a district council member, the Council shall fill the vacancy by appointment of an eligible person from such district. In case of a vacancy of a council member elected at large, the Council shall fill the vacancy by appointment of an eligible person selected from the City at large.

Any vacancy in an elective office, except for the office of Mayor, shall be filled by appointment of the Council. Any person appointed to fill a vacancy in an elective office shall have the qualifications required of persons regularly elected and shall hold the office until the next general municipal election when the vacancy shall be filled by election according to law and until his successor is qualified. The term of office of any officer elected to fill a vacancy shall terminate at the expiration of the term during which the vacancy occurred.

Any vacancy in the office of Mayor shall be filled in accordance with Section 4-11 of this Charter.

### **Section 2-10. - Legal Notices-Publication**

Whenever the Charter of Pueblo, any ordinance, rule or regulation, regularly adopted or promulgated thereunder provides for publication of a legal notice, such notice, unless otherwise provided for in said Charter, shall be published free of charge on the public website of the City of Pueblo and may link the notices to any appropriate social media accounts of the local public body [at least once in a newspaper of wide distribution and general circulation, printed and published daily in the City of Pueblo. The Purchasing Agent shall secure competitive bids for publication of legal notices].

## **ARTICLE 3**

### **City Council**

### **Section 3-9. - Power to Make Contracts**

The Council may enter into contracts and leases on behalf of the Municipal Government [by ordinance only]. All written contracts, to which the Municipal Government is a party, shall be approved as to form by the City Attorney.

Nothing shall prevent making of contracts or spending of money for capital improvements to be financed in whole or in part by issuance of bonds, nor making of contracts of lease or for services for a period exceeding the budget year in which such contract is made.

### **Section 3-18. - Form of Ordinances\***

Every ordinance, except the Annual Budget Ordinance and an ordinance making a

general codification of ordinances, shall be confined to a single subject which shall be clearly expressed in its title. All ordinances shall be introduced in written or printed form. All ordinances which amend existing ordinances shall set forth in full the section or subsection to be amended and shall indicate matter to be omitted from the amended section or subsection by **adding a horizontal line through the omitted text**[enclosing the same in brackets] and new matter by underscoring. When published prior to enactment as specified in Section 2-10, or in accord with Section 3-23, the same indications of omitted and new matter shall be used except that italics may be substituted for underscoring. The enacting clause of all ordinances shall be: "BE IT ORDAINED BY THE CITY COUNCIL OF PUEBLO". Unless another date is specified therein, an ordinance shall take effect on the tenth day following its passage.

#### **Section 3-19. – Procedure for Passage\***

An ordinance may be introduced at any regular meeting by any member of the Council or any committee thereof. Upon introduction it shall be presented a first time, and a day and an hour set at which the Council or a Committee shall hold a public hearing thereon. Such hearing may be at a regular meeting of the Council or at such time and place where the Council may order and may be adjourned from time to time. An ordinance, before its final passage, shall be presented in at least two regular meetings of the Council, may be amended on either presentation, and shall be published once [in a newspaper of the City] in such manner as may be provided by this Chapter, at least ten (10) days before its final passage, except in case of a public emergency as hereinafter provided.

#### **Section 3-20. – Emergency Ordinances**

Emergency ordinances for the immediate preservation or protection of public health, property or safety, **or prevention of significant financial loss to the City** may be introduced at a regular meeting or at any special meeting provided the subject hereof has been included in the notice of such meeting. An emergency ordinance shall be presented the first time and published as provided in the case of other ordinances and may be read a second and final time with or without amendment at any regular or special meeting subsequent to such publication. An emergency ordinance shall contain a specific statement of the emergency, and shall require the affirmative vote of a majority of the Council Membership for adoption as an emergency measure. No ordinance making a grant or any franchise or any special privilege **or creating a tax or fee** shall ever be passed as an emergency ordinance.

#### **Section 3-21. - Disposition of Ordinances**

The City Clerk shall present all ordinances approved by the Council to the Mayor within forty-eight (48) hours of final passage. If the Mayor approves the ordinance as passed by the Council, he or she shall sign it within five (5) days after receiving it. If the Mayor disapproves, the ordinance shall be returned to the Council within five (5) days after with the Mayor's objections in writing. If then five (5) of the Council members vote to pass the same over the Mayor's veto at the next regular meeting of Council, it shall become an ordinance notwithstanding the objections of the Mayor. If the mayor does not return the ordinance with written objections within the time specified, it shall take effect as if the Mayor had approved it. Ordinances shall be signed by both the Mayor and the President of the Council, or the President of the Council in the case of veto override, both on the ordinance itself and in the ordinance record. [All ordinances of Pueblo shall be indexed by subject by the City Clerk in a book kept for that purpose which shall be a public record.]

### **ARTICLE 6**

#### **Department of Law**

## Section 6-1. - **City Attorney - Appointment - Qualifications**

There shall be a Department of Law, the Director of which shall be known as the City Attorney. [He]**They** shall be [a resident of the City of Pueblo, and] a duly licensed attorney of the State of Colorado for at least three years immediately prior to [his]**their** appointment, and shall have been actively engaged in the practice of law during such three years. [He]**They** shall receive such compensation as may be fixed by the Council.

## **ARTICLE 7**

### **Finance Administration**

## Section 7-28. - **Purchases\***

There shall be established a Department of Purchases and Supplies, the Director of which shall be the City Purchasing Agent, under jurisdiction of the Mayor. Pursuant to rules and regulations established by ordinance, the Purchasing Agent shall contract for and purchase all supplies, materials, equipment and contractual services required by any department, office or agency of the City Government. He shall have the following powers and duties:

a. To establish and enforce with approval of the Mayor and after consultation with the directors of the departments concerned, standard specifications for all supplies, materials and equipment required by the City Government;

b. To prescribe the time of making requisitions for such supplies, materials and equipment, and the future period which said requisitions are to cover;

c. To inspect, or cause to be inspected, all deliveries of such supplies, materials and equipment, and to cause tests to be made when necessary in order to determine their quality and conformance with the specifications;

d. To supervise and control such central storerooms as the Council may provide by ordinance to serve the several departments, offices or agencies;

e. To supervise transfer of materials, supplies and equipment between departments or agencies, as needed, after consultation with the department or agency heads concerned;

f. To sell those surplus articles no longer of use to the Municipality before their value is lost through obsolescence, deterioration or spoilage, and to sell all scrap metals, materials or equipment. At each sale a number of prospective buyers shall be asked to quote prices by sealed bids and such articles shall be sold to the highest bidder, or the Purchasing Agent may reject all bids;

g. To create and maintain a record of non-expendable property owned by the City of Pueblo. The Equipment-Owned Record is to cover only those items of movable equipment having the following characteristics:

(1) Having a unit cost in [excess of \$50.00] **an amount to be set by ordinance**, and such other items as the Purchasing Agent may prescribe;

(2) Shall include only those items of equipment not carried as a regular stock item in the city storerooms;

h. To mark, or cause to be marked, with identification or number, all equipment owned by the City of Pueblo to prevent misuse thereof;

i. To purchase at the expense of the City, Surety Bonds for all officers and employees of the City required by law or ordinance to furnish such bonds to the City, and insurance of such types against liability, loss or damage on the part of the City or its property as the Council, upon recommendation of the Mayor, may authorize, and be responsible for collection of insurance benefits and other matters relating to the administration of the City's insurance.

## ARTICLE 8

### Personnel Administration

#### Section 8-12. – **Reserved.** [Compulsory Retirement

Compulsory retirement ages for city employees shall be: sixty (60) years for the Police and Fire Departments, and sixty-five (65) years for all other city employees.

As of the effective date of this Charter, present employees of the Fire and Police Departments who are fifty-five (55) years of age, or older, may at their discretion, continue in such employment for an additional five (5) years. Employees of all other city departments who are sixty (60) years of age or older may at their discretion continue in such employment for an additional five (5) years. Such employees desiring to continue employment for an additional five (5) years must pass once each year a physical and mental examination based upon the requirements of the job they are holding at such time.

Certain exceptions to the compulsory retirement age for city employees may be permitted within the following limitations: Upon reaching the retirement age, such employees who desire to continue employment beyond the compulsory retirement age shall be required to pass a physical and mental examination based upon the requirements of the job they are holding at such time and upon passing such examination, conducted under supervision of the Civil Service Commission, may apply to have such employment continued for a two-year period. Nothing herein shall prevent the continuance of such employment upon passing the proper examination for additional periods of one year in each instance until reaching the age of seventy (70).]

## ARTICLE 15

### Water and Water Works

#### Section 15-6. - **Contracts\***

No contract shall be entered into, and no purchase shall be made by the Trustees or Commissioners of the existing water districts, or by the Board of Water Works of Pueblo, involving the expenditure of a sum in **an amount to be set by ordinance** [excess of One Thousand Dollars (\$1,000.00)], except for personal, professional or technical services not lending themselves to competitive bidding, until a proposal for bids for the materials or services covered by such contracts or purchase shall have been [advertised by one publication in a daily newspaper of general circulation in Pueblo]**published** at least ten days prior to the making of such contract or purchase.

#### **SECTION 4.**

The City Council does hereby find, determine and declare that the ballot title set forth in Section 2 hereof fairly expresses the true meaning and intent of the referred Charter

amendment.

**SECTION 5.**

The officials of the City are authorized and directed to take all actions necessary, appropriate or required to implement the provisions of this Ordinance. The City Clerk is directed to publish notice of election of the proposed Charter Amendment in conformity with the provision of C.R.S. 1-7.5-101 *et seq.* and C.R.S. 31-2-210(4) and to certify the Ballot Title to the Pueblo County Clerk and Recorder no later than sixty days before the November 5, 2024 coordinated election, as provided by C.R.S. 1-5-203(3) and C.R.S. 31-2-210 (3.5).

**SECTION 6.**

This Ordinance shall become effective 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

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City Clerk





**Background Paper for Proposed Ordinance**

**COUNCIL MEETING DATE:** August 12, 2024

**TO:** President Mark Aliff and Members of City Council

**CC:** Mayor Heather Graham

**VIA:** Marisa Stoller, City Clerk

**FROM:** Carla Sikes, City Attorney

**SUBJECT:** AN ORDINANCE AMENDING CHAPTERS 1 AND 5 OF TITLE IX OF THE PUEBLO MUNICIPAL CODE TO UPDATE AND REVISE THE BUSINESS LICENSING APPLICATION AND APPEAL PROCESS, AMEND THE LODGING FACILITY LICENSING REQUIREMENTS, AND PROVIDE PENALTIES FOR VIOLATION THEREOF

**SUMMARY:**

Attached is a proposed Ordinance which amends Title IX, Chapters 1 and 5 of the Pueblo Municipal Code to update and revise the business licensing application and appeal process and amend the Lodging Facility licensing requirements.

**PREVIOUS COUNCIL ACTION:**

Section 3-13 of the Pueblo City Charter allows for the issuance, suspension or revocation of licenses and permits and fees therefor, for regulatory or revenue purposes. The licensing code is codified in Title IX of the Pueblo Municipal Code. Chapter 1 of Title IX was enacted in or about 1974. The current hotels, lodging houses and boarding houses licensing requirements were established by Charter in Chapter 5 of Title IX, Pueblo Municipal Code with various amendments by way of Ordinance.

**BACKGROUND:**

Title IX of the Pueblo Municipal Code governs the licensing of businesses within the City of Pueblo. Each Chapter of the Title generally concerns a separate type of license. Portions of the code are confusing and outdated. By amending Chapter 1 of Title IX, the City seeks to create more consistent standards for the application and appeal process. The revision also seeks to provide more specific and consistent qualifications and standards.

The amendments to Chapter 5 of Title IX will address the City's concerns regarding substandard conditions and criminal activity in and around Lodging Facilities within the

City. The amendments require additional information to be provided by licensees and will provide greater overall regulation of lodging facilities.

**FINANCIAL IMPLICATIONS:**

The amendment increases annual license fees and delinquent fees.

**BOARD/COMMISSION RECOMMENDATION:**

Not applicable to this Ordinance.

**STAKEHOLDER PROCESS:**

Not applicable to this Ordinance.

**ALTERNATIVES:**

A “no action” alternative would maintain the *status quo*.

**RECOMMENDATION:**

Approve the Ordinance.

**ATTACHMENTS:**

1. Ordinance



**Background Paper for Proposed Ordinance**

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TO: President Mark Aliff and Members of City Council  
CC: Mayor Heather Graham  
VIA: Marisa Stoller, City Clerk  
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**BOARD/COMMISSION RECOMMENDATION:**

Not applicable to this Ordinance.

**STAKEHOLDER PROCESS:**

Not applicable to this Ordinance.

**ALTERNATIVES:**

A “no action” alternative would maintain the *status quo*.

**RECOMMENDATION:**

Approve the Ordinance.

**Attachments:**

None

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AMENDING CHAPTERS 1 AND 5 OF TITLE IX OF THE PUEBLO MUNICIPAL CODE TO UPDATE AND REVISE THE BUSINESS LICENSING APPLICATION AND APPEAL PROCESS, AMEND THE LODGING FACILITY LICENSING REQUIREMENTS, AND PROVIDE PENALTIES FOR VIOLATION THEREOF

WHEREAS, City Council of the City of Pueblo desires to update and clarify the business licensing application, approval and appeal process in general;

WHEREAS, City Council of the City of Pueblo desires to address increasing calls for service to the Pueblo Police Department regarding various incidents occurring at hotels and motels within the City;

WHEREAS, City Council determines that establishing a lodging facility licensing program protects the health, safety, and welfare of the public and is the most practical and efficient method to address the foregoing issues. NOW, THEREFORE,

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

SECTION 1.

Title IX, Chapter 1 of the Pueblo Municipal Code is hereby amended as follows:

**Section 9-1-1 Definitions.**

For the purposes of this Code, in all matters relating to the licensing of any business, the following definitions shall be observed:

(1) “Business” shall include all kinds of vocations, occupations, professions, enterprises, establishments and all other kinds of activities and matters, together with all devices, machines, vehicles and appurtenances used therein, any of which are conducted for private profit, **nonprofit**, or benefit, either directly or indirectly, on any premises in this City, or anywhere else within its jurisdiction.

(2) “City License Officer” or “License Officer” shall mean the **City of Pueblo’s** Director of Finance, **or his or her designee** [of the City], except as to Building Trades Licenses, Title IV, Chapter 1, where said officer shall be the **Building Official or appropriate Board** [Chief Building Inspector]. **The License Officer, or his or her designee, shall have and is vested with the authority to grant or deny licenses; conduct investigations and inspections; and suspend or revoke licenses for cause.**

(3) “Insignia”, or its singular number insigne, shall mean any tag, plate, badge, emblem, sticker or any other kind of device which may be required for any use in connection with any license.

(4) [License or licensee, as used generally herein, shall include respectively the words permit or permittee, and certificate or certificate holder or the holder for any use or period of time of any similar privilege, wherever relevant to any provisions of this Code or other law or

ordinance.] **“Inspector” means any person designated by the City License Officer, Police Chief, Fire Chief, Region Building Department Building Official, or the Director of the City-County Health Department to act as an inspector who shall perform the inspection duties set forth in this Title for that department and such other duties as each may reasonably direct.**

(5) **[Premises is meant to include all lands, structures, places, the equipment and appurtenances connected or used therewith in any business, and any personal property which is either affixed to or is otherwise used in connection with any such business conducted on such premises.] “License” means the license required pursuant to this Title and as used generally herein, shall include respectively the words permit, certificate, use, or any similar privilege, wherever relevant to any provisions of this Code or other law or ordinance.**

(6) **[Appropriate licensing board shall mean any one (1) of several boards each created by a specific provision of this Code and authorized to examine applicants to ascertain their qualifications, competency and fitness to perform the work for which such applicants seek to be licensed.] “Licensee” means the individual or entity to which a license is granted under this Title and as used generally herein, shall include respectively the words permittee, certificate holder, or holder for any use or period of time any similar privilege, wherever relevant to any provisions of this Code or other law or ordinance.**

(7) **“Appropriate Licensing Board” shall mean any one (1) of several boards each created by a specific provision of this Code and authorized to examine applicants to ascertain their qualifications, competency and fitness to perform the work for which such applicants seek to be licensed.**

(8) **“Premises” is meant to include all lands, structures, places, the equipment and appurtenances connected or used therewith in any Business, and any personal property which is either affixed to or is otherwise used in connection with any License, Licensee or Business conducted on such premises.**

(9) **“PPD” means and refers to the City of Pueblo Police Department.**

(10) **“Manager” means the person who manages, directs, supervises, oversees, or administers the acts and transactions of, and the acts of employees of, a Licensee, Business, or Premises.**

(11) **“Person” means an individual, firm, association, partnership, company, sole proprietorship, corporation or similar entity.**

(12) **“Hearings Officer” means the Municipal Court Judge or such other person as the Director of Finance may designate to hear appeals under this Title.**

(13) **“Significant Criminal Act” means an act or acts or attempted act or attempted acts that causes serious bodily injury or death to any person or an act or acts that requires a law enforcement specialized unit or tactical response team.**

## **Sec. 9-1-2 – Application.**

. . .

(d) Agents Responsible for Obtaining License. The agents, **Managers**, or other representatives of nonresidents **of the City** who are doing business in the City shall be personally

responsible for the compliance with this Code of their principals and of the businesses they represent [with this Code].

. . .

### **Sec. 9-1-3 – City License Officer.**

(a) Issue Licenses. The License Officer shall collect all license fees and shall issue licenses in the name of the City to all persons qualified under the provisions of this Title or other portions of this Code and shall:

(1) Make Rules and Penalties. Promulgate and enforce all reasonable rules and regulations and adopt reasonable civil penalties, in conformity with applicable statutes, ordinances, and Charter, necessary to the operation and enforcement of this Title.

(2) Adopt Forms and Process. Adopt all forms and prescribe the information given therein as to character and other relevant information [matter for all necessary papers] for the applicable license requested. The License Officer may require all forms to be submitted on-line via the City's approved process.

(3) Require Affidavits. Require applicants to submit all affidavits and oaths necessary to the administration of this Title [Chapter], or other appropriate portions of this Code.

(4) Obtain Endorsement. Submit all applications, in a proper case, to appropriate City, County, or State officials for their endorsements thereon as to compliance by the applicant with all City, County, or State regulations which they have the duty of enforcing. Similarly, in all cases where an examination as to competence and ability is a prerequisite, to submit all such applications to the appropriate City, County, or State officials or licensing board for examination and endorsement on the application of the results of such examination, whether qualified or not qualified. And similarly, where the issuance of a license is within the discretion of the City Council, the Licensing Officer shall submit the application to the City Council for action with the endorsement or report of appropriate City, County, or State officials or licensing board as to compliance with applicable City regulations or such other investigation of character or qualifications as may be required.

(5) Investigation. Investigate and determine the eligibility of any applicant for a license as prescribed herein. The License Officer may request an inspection of the License Premises by an Inspector if he or she determines an inspection is necessary to determine the applicant's eligibility for the license requested.

(6) Examine Records. Examine the books and records of any applicant or licensee when reasonably necessary to the administration and enforcement of this Title, or other portions of this Code.

(7) [Give Notice. Notify any applicant of the acceptance or rejection of his or her application and, upon his or her refusal of any license or permit, at the applicant's request, state in writing the reasons therefor and deliver them to the applicant.]

. . .

### **Sec. 9-1-5 – Qualifications of Applicants.**

General Standards to be Applied. The general standards set out in this Section relative to the qualifications of every applicant for a City License shall be considered and applied by the License Officer **together with any additional standards set forth in subsequent Chapters and required for a specific License.** The applicant shall **in general:**

(1) Good Moral Character. Be of good moral character. In making such determination, the City License Officer shall consider:

. . .

### **Sec. 9-1-6. – Procedure for Application; Approval or Denial [issuance of license].**

(a) Formal Application Required. Every person required to procure a license under the provisions of this Code or any ordinance or law of the City shall submit an application for such license to the License Officer **on forms provided by, and pursuant to the process adopted by the License Officer.**

(1) Form. Be a statement upon forms provided by the License Officer. **Every license application shall be complete in every detail. If any application is deposited with the License Officer and found, upon examination, to contain any omission or error, it may be returned to the applicant for completion and correction without further action by the License Officer.** Any false statement knowingly made on any application shall be grounds for rejection of such application or revocation of any license issued upon the basis of the false statement.

(2) Contents. Require the disclosure of all information necessary to comply with Section 9-1-5 and of any other information which any applicable provision of this Code or law shall require or which the License Officer shall find to be reasonably necessary to the fair administration of this Title. **No application shall be deemed complete unless accompanied by the following:**

**a. If the applicant is:**

**i. An individual, the individual shall state his or her legal name and any aliases;**

**ii. A partnership, the partnership shall state its complete name and the names of all partners, whether the partnership is general or limited, and provide a copy of the partnership agreement, if any;**

**iii. A corporation, the corporation shall state its complete name, the date of its incorporation, evidence that the corporation is in good standing under the statutes of the State of Colorado, or in the case of a foreign corporation, evidence that it is currently authorized to do business in the State of Colorado, the names and capacity of all officers and directors, the name of the registered corporate agent and the address of the registered office for service of process; or**

**iv. A limited liability company, the company shall state its complete name, the date of its formation, evidence that the company**



is in good standing under the statutes of the State of Colorado, or in the case of a foreign company, evidence that it is currently authorized to do business in the State of Colorado, the name of the manager, and the name of the registered agent and the address of the registered office for service of process.

b. If the application is for renewal of a license, the application must be filed no later than forty-five (45) days prior to the date upon which the license expires, unless extended by the License Officer, and contain the following additional information:

i. Certification that the applicant and proposed location complies with all applicable building, fire, health and safety codes required by the Building Official of the Pueblo Regional Building Department, the Pueblo Fire Department, and the City-County Health Department;

ii. Certification that the applicant has met and conferred with the PPD regarding criminal activity in and around the proposed location and developed a security plan and mitigation plan, as appropriate;

iii. A statement by Licensee of any changes in ownership, management, or to the criminal history of any Owner, Operator, Person, or Manager relating to that individual's integrity or good moral character.

(3) Payment of Fees. Be accompanied by the full amount of the fees chargeable for such license.

(4) Affirmation. The applicant shall self-certify that all information provided on, and with the application is accurate and truthful under the penalty of perjury.

(b) Issuance of Receipts. Whenever a license cannot be issued at the time the application for the same is made, the License Officer shall issue a receipt to the applicant for the money paid in advance. Such receipt shall not be construed as the approval of the License Officer for the issuance of a license; nor shall it entitle or authorize the applicant to open or maintain any business contrary to the provisions of this Code.

(c) Duplicate License Procedure. A duplicate license or special permit shall be issued by the License Officer to replace any license previously issued, which has been lost, stolen, defaced or destroyed, without any willful conduct on the part of the licensee, upon [the filing by the licensee of an affidavit sworn to before a notary public or other oath-taking official of the State attesting to such fact and the paying] **payment** to the License Officer of a fee of **ten [one]** dollars (\$**10.00**).

. . .

(e) [Disapproval of License. The License Officer shall, upon disapproving any application submitted under the provisions of this Chapter, refund all fees paid in advance to the applicant, provided that the applicant is not otherwise indebted to the City.] **Decision on**

Application. A complete application shall be administratively approved or denied by the License Officer within thirty (30) days of the completed investigation of the application by the License Officer. The License Officer shall deny a license application if:

(1) The application or any investigation demonstrates or establishes that the proposed Licensee or Licensed Premises fails to conform to any requirement of this Title, the Pueblo Municipal Code, or other applicable law;

(2) The applicant knowingly made a false statement or knowingly gave false information in connection with the application;

(3) The individual applicant, or a director or officer of a corporation, partner of a partnership, manager of a limited liability company or manager of the Licensee or Licensed Premises, has had a license revoked or suspended in any jurisdiction within five (5) years prior to the application;

(4) The individual applicant, or a director or officer of a corporation, partner of a partnership, manager of a limited liability company or manager of the Licensee or Licensed Premises, has operated a Licensed Premises or Business that was determined at any time to be a public nuisance.

(5) The applicant has outstanding fees, fines, liabilities, or other debts owed to the City.

(6) Issuance of the actual license shall constitute approval of the application. The License Officer may, if deemed necessary, make a written finding that the application conforms to the requirements of this Title based on the information available and the investigation performed by the City or any additional findings as deemed necessary to identify the Director of Finance's basis for approval.

(7) In the event the License Officer denies a license application:

a The License Officer shall prepare written findings of fact stating the reasons or basis for the denial and serve the same upon the applicant by personal service, or certified mail, return receipt requested to the address of the applicant.

b The applicant shall have the right to request a public hearing before the Hearings Officer. The applicant shall, within fourteen (14) days of the date of the License Officer's written findings and denial of the license application, make a written request to the License Officer for a hearing. The License Officer shall forward the request for hearing to the Hearings Officer within two (2) business days. The hearing shall be conducted within forty-two (42) days of the License Officer's receipt of the written request for a hearing unless a later date is requested by the applicant in writing. If the applicant fails to request a public hearing within the allotted time, the License Officer's decision to deny a license application shall become final. All hearings shall be conducted pursuant to P.M.C. 9-1-14.

c When the issuance of a license is denied and any action is instituted by the applicant to compel its issuance, such applicant shall not engage in the business for which the license was refused unless a license is issued to him or her pursuant to a judgment ordering the same.

[(f) Compliance Pending Legal Action. When the issuance of a license is denied and any action is instituted by the applicant to compel its issuance, such applicant shall not engage in the business for which the license was refused unless a license is issued to him or her pursuant to a judgment ordering the same.]

#### **Sec. 9-1-7 – Determination of license fee.**

(a) Fee Established. Unless otherwise specifically provided, license fees shall be in the amounts established **by the License Officer by Ordinance and published annually on the City's website** [in the governing provisions of this Code, and as further determined under this Section].

. . .

(c) Rebate of Fee.

(1) General Prohibition. Except as provided herein, no rebate or refund of any license fee or part thereof shall be made by reason of the nonuse of such license or by reason of a change of location or business rendering the use of such license ineffective. **No rebate or refund shall be given upon the suspension or revocation of a license.**

. . .

#### **Sec. 9-1-9 – Duties of Licensee.**

(a) General Standards of Conduct. Every licensee under this Code shall:

(1) Permit all reasonable inspections of his or her business and examinations of his or her books by **the License Officer, Inspector, or any other** public **authority** [authorities] so authorized by law.

(2) Ascertain and at all times comply with all laws and regulations applicable to such licensed business.

(3) Comply with all lawful orders of any enforcing authority of the City, **PPD, or any local, state, or federal regulatory agency** [or any police officer] relating to the conduct of the licensed business.

. . .

#### **Sec. 9-1-10. – Reserved.**

#### **Sec. 9-1-11 – Renewal; fee; application.**

(a) Unless otherwise provided, any annual license may be renewed upon filing application for the same and payment of the annual license fee. A delinquent license may be renewed within thirty (30) days after becoming delinquent without payment of a delinquency fee. A delinquent license may be renewed more than thirty (30) days but less than ninety (90) days after becoming delinquent, upon the payment of a delinquency fee of one hundred percent (100%)

of the annual license fee in addition to the annual license fee. The License Officer may [shall] suspend the license of any person or premises delinquent more than ninety (90) days. Upon suspension, the License Officer may require inspection of the business or premises by an Inspector or other regulatory agency to ensure compliance with all applicable local, state and federal laws and regulations prior to removal of the suspension and renewal of the license. [, and such suspension shall remain in force] A license shall remain suspended until Licensee has passed all required inspections and all annual fees and a delinquent fee of one hundred percent (100%) of the annual fee, and all other charges or debts owing to the City, shall have been paid in full. The License Officer may place reasonable conditions, requirements, or restrictions on any license renewed or reinstated after suspension that he or she deems necessary to ensure Licensee will comply with the requirements of this Code.

. . .

#### **Sec. 9-1-12 – Inspection; Enforcement.**

(a) Inspections.

(1) Persons Authorized. The following persons are authorized to conduct inspections in the manner prescribed herein:

a. License Officer and Inspectors. The License Officer, Inspectors, or any other enforcement official having duties to perform with reference to any licensee or business shall have authority to make all investigations reasonably necessary to the enforcement of this Title. Prior to any License being approved, denied, suspended, or renewed, the License Officer, Inspector, or other enforcement official having duties to perform with reference to any Licensee, Business, or Premises may inspect the Licensee, Business, or Premises for conformance with all applicable laws and all orders from the License Officer or Hearings Officer.

b. [Official Having Duties. The License Officer or any enforcement official shall have authority to order the inspection of licensees, their businesses and premises by any City employees having duties to perform with reference to such licensees or businesses.

c.] Police Officers. All police officers shall have authority to inspect and examine businesses to enforce compliance with this Code.

(2) [Authority of Inspectors.] Right to Enter. All persons authorized to inspect [i]Licensees, [and] Licensed B[b]usinesses, or Premises shall have the authority to enter, with or without a search warrant, at all reasonable times, the following P[p]remises:

a. Those for which a license is required.

b. Those for which a license was issued and which, at the time of inspection, are operating under such a license.

c. Those for which the license has been revoked or suspended.

(3) Reports by Inspectors. Persons inspecting licensees, their businesses or

premises as herein authorized shall report all violations of this Code or of other codes, laws or ordinances to the License Officer or the appropriate licensing board and shall submit such other reports as the License Officer or licensing board shall require. **Any reports of the results of any investigation conducted by any designated Inspector, City department, or other enforcement official having duties to perform with reference to any Licensee, Business, or Premises shall be delivered by the respective Inspector, department, agency, or official to the License Officer not less than fourteen (14) days prior to the date of any hearing on the application, or if no hearing is pending within thirty-five (35) days of the date of the inspection. The License Officer shall provide the official report of any findings based on the inspection to the applicant.**

(b) Provisional Order. When an inspector has reported the violation of this code or of any code, law or ordinance, the License Officer or, where appropriate, the licensing board having jurisdiction over the licensee, shall issue to the affected person a provisional order to comply.

(1) Nature of Notice. The provisional order and all other notices issued in compliance with this Title, unless otherwise provided, shall be in writing, shall be served as provided in Section 1-1-11 of this Code, and shall apprise the person affected of his or her specific violations. In addition to such service, a copy of such notice may be affixed to the principal entrance or to some prominent structure on the premises.

(2) Period of Compliance. The provisional order shall require compliance within ~~fifteen (15)~~ **fourteen (14)** days of personal service on the affected person **or posting of the notice on the Premises.**

(3) Hearing. Upon written application by the person affected before the expiration of the period for compliance, the License Officer or the appropriate licensing board shall **within two (2) business days refer the matter to the Hearings Officer for** [order] a hearing. [Notice of such hearing shall be given the affected person in the manner prescribed.] **Upon failure or refusal of the violator affected to comply with the provisional order or request a hearing prior to the expiration of the period for compliance, the License Officer or appropriate licensing board shall then declare and make the provisional order final.**

(c) Modifying Authority of License Officer. Upon written application, or on his or her own motion, the License Officer or the appropriate licensing board shall have the authority, in a proper case, to extend the time for compliance **with a provisional order or to** [, to grant a new hearing date and to] change, modify or rescind any recommendation or order.

**[(d)** Final Order. Upon the failure or refusal of the violator to comply with the provisional order or with any order made after the hearing, the License Officer or the appropriate licensing board shall then declare and make the provisional order final.

(1) Revocation or Suspension. The License Officer or the appropriate licensing board shall have power to suspend or revoke licenses upon making and declaring a provisional order final.

(2) Effect of Revocation or Suspension. Upon revocation or suspension, no refund of any portion of the license fee shall be made to the licensee, and he or she shall immediately cease all business at all places under such license.

(e) Summary Action. When the conduct of any licensee, agent or employee is so inimically to the public health, safety and general welfare as to constitute a nuisance and thus give rise to an emergency, the License Officer or the appropriate licensing board shall have authority to summarily order the cessation of business and the close of premises or to suspend or revoke the license. Unless waived by the licensee in writing, the License Officer or appropriate licensing board, within ten (10) days after he or she has acted summarily, shall conduct a special hearing for such action in respect to the summary order as may be therein determined. Notice of such hearing shall be given the affected person in the manner prescribed.

(f) Right of Appeal. Except where otherwise provided, within thirty (30) days after the entry of any decision or order of the appropriate licensing board or Licensing Officer, where there is no provision for review by an appropriate board, any person aggrieved by such decision or order may seek to review the same in District Court. Review shall not be extended further than to determine whether the licensing board or the Licensing Officer has exceeded their jurisdiction or abused their discretion. Pending such appeal, all such rulings or decisions shall remain in full force and effect unless stayed by order of court.

(g) Duration of Suspension or Revocation. No suspension shall be for a period longer than the balance of the calendar year for which the license is issued. As part of the order of suspension, the License Officer or the appropriate board or commission may declare the suspended person ineligible to be licensed for a portion of the next calendar year; provided that no order of suspension and ineligibility shall endure for a total period longer than a twelve-month period from the date of suspension. No person whose license has been revoked shall be eligible to reapply for a license in the same or a related business for a period of one (1) year following such revocation.

(h) Unpaid Fee Constitutes Debt.

(1) The amount of any unpaid fee, the payment of which is required hereunder, shall constitute a debt due the City.

(2) The City Attorney, shall, at the direction of the License Officer institute civil suit in the name of the City to recover any such unpaid fee. Such remedy shall be cumulative and in addition to all other remedies and shall not bar or prevent a prosecution in Municipal Court for any violation of this Code.】

#### **Sec. 9-1-13 – License Revocation, Suspension or Nonrenewal.**

**(a) The appropriate licensing board, License Officer, or Hearings Officer may suspend, revoke or not renew a license upon a finding of one or more of the following:**

**(1) The Licensee has outstanding official orders from the License Officer, Pueblo Police Department, Pueblo Fire Department, Regional Building Department, the Pueblo City-County Health Department, or any other agency having duties to perform with reference to any Licensee, Business, or Premises.**

**(2) A significant criminal act has occurred in the Business or on the Premises.**

**(3) The operation of the Licensee, Business, or Premises is such that it is or has negatively impacted the health, safety and/or welfare of its patrons or neighboring businesses, residents, or community.**

**(4) The Licensee, Business or Premises is delinquent to the City for any**

taxes imposed pursuant to Pueblo Municipal Code Title XIV.

(5) An investigation performed by the City or License Officer demonstrates or establishes that the Licensee, Business, or Premises fails to conform to any requirement of this Chapter, the Pueblo Municipal Code, or other applicable law.

(6) The applicant knowingly made a false statement or knowingly gave false information in connection with the application.

(7) It determines that the individual applicant, or a director or officer of a corporation, partner of a partnership, manager of a limited liability company or manager of the Licensee, Business, or Premises has had a business license revoked or suspended within five (5) years prior to the application.

(8) It determines that the individual applicant or a director or officer of a corporation, partner of a partnership, or manager of a limited liability company or manager of the Licensee, Business, or Premises has operated a licensed business that was determined to be a public nuisance; or

(b) In the event an appropriate licensing board or License Officer revokes, suspends, or does not renew a license:

(1) The appropriate licensing board or License Officer shall prepare written findings of fact stating the reasons or basis for the revocation, suspension or nonrenewal, and serve the same upon the applicant by personal service, or certified mail, return receipt requested to the address of the applicant.

(2) The applicant shall have the right to request a public hearing before the Hearings Officer. The applicant shall, within fourteen (14) days of the date of the written findings by the licensing board or License Officer revoking, suspending or not renewing the license, make a written request to the License Officer for a hearing. The License Officer shall forward the request for hearing to the Hearings Officer within two (2) business days. The hearing shall be conducted within forty-two (42) days of the License Officer's receipt of the written request for a hearing unless a later date is requested by the applicant in writing. If the applicant fails to request a public hearing within the allotted time, the decision of the licensing board or License Officer to revoke, suspend or not renew the license shall become final. All hearings shall be conducted pursuant to P.M.C. 9-1-14.

(c) In the event the Hearings Officer affirms the decision of the licensing board or Licensing Officer, or revokes, suspends or does not renew a license, the person aggrieved by such decision or order may seek review by the District Court pursuant to C.R.C.P. 106(a)(4).

(d) When the issuance of a license is revoked, suspended, or not renewed and any action is instituted by the applicant to compel its reinstatement or renewal, such applicant shall not engage in the business for which the license was affected unless a license is issued to him or her pursuant to a judgment ordering the same.

(e) Summary Action. When the conduct of any licensee, agent or employee is so inimically to the public health, safety and general welfare as to constitute a nuisance and thus give rise to an emergency, the License Officer or the appropriate licensing board shall have authority to summarily order the cessation of business and the close of premises or to suspend or revoke the license. Unless waived by the licensee in writing,

the License Officer or appropriate licensing board, within two (2) business days after he or she has acted summarily, refer the matter to the Hearings Officer who shall conduct a hearing in respect to the summary order within twenty-one (21) days of the summary action. Notice of such hearing shall be given the affected person by personal service or certified mail, return receipt requested, and regular U.S. mail to the address provided on the License or last license application.

(f) If the licensing board, License Officer or Hearings Officer finds a licensee to be in violation of any provision of this Title, and if it is the Licensee's first violation, the License Officer or Hearings Officer may, in an appropriate case, place the Licensee on a twelve (12) month probationary period and shall impose such mandatory restrictions on the licensee necessary to correct the deficiency or violation.

(g) No suspension shall be for more than twelve months from the date of suspension. No person whose license has been revoked shall be eligible to reapply for a license in the same or a related business for a period of one (1) year following such revocation.

#### Sec. 9-1-14. - Hearings.

(a) Notice. Whenever a Hearing is requested or required under this Title, the Hearing Officer shall give the licensee reasonable advance notice of the time and place of the hearing, nature thereof, the authority and jurisdiction under which it is to be held and the violation(s) alleged in the complaint. The Hearing Officer or License Officer shall mail such notice to the licensee by first-class mail, certified mail return receipt requested, and regular U.S. Mail at least ten (10) days prior to the hearing. The License Officer shall prepare and post the Licensed Premises with a sign that contains notice of the hearing date, time and location.

(b) Hearing Procedure. The Hearing Officer shall conduct all hearings pursuant to Title I, Chapter 7 of the Pueblo Municipal Code. The standard of proof shall be by a preponderance of the evidence.

#### Sec. 9-1-15. – Unlawful Acts; Penalties.

(a) It is unlawful and a Class 1 municipal offense for any person, either directly or indirectly, to maintain or operate a Business, Licensee, or Premises without first obtaining a license from the License Officer.

(b) It is unlawful for any person to maintain or operate a Licensee, Business or Premises in violation of the provisions of this Chapter.

#### Sec. 9-1-16. – Severability

Should any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Chapter or application thereof to any person or circumstance be declared unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining portions of this Chapter, or its application to any other person or circumstance, and to this end, the provisions of this Chapter are declared to be severable.

#### SECTION 2.

Title IX, Section 5 of the Pueblo Municipal Code is hereby amended as follows:



## **Sec. 9-5-1. – [License Required.] Lodging Facility License**

**[It shall be unlawful to conduct, keep or maintain any hotel, rooming house or lodging houses by whatever name designated in which space is let by the owner or operator to three (3) or more persons who are not husband or wife, son or daughter, mother or father, or sister or brother of the owner or operator, without obtaining a license therefor as hereinafter set forth; provided, however, that apartment houses and multiple dwellings shall not be required to be licensed hereunder. Such license shall be displayed in a conspicuous place within sight of the main entrance of the rooming house or lodging houses at all times. Such license shall not be transferable. Every person holding such a license shall give notice in writing to the City Clerk within twenty-four (24) hours after having sold, transferred, given away or otherwise disposed of ownership or interest in or control of any hotel, rooming house or lodging houses. Such notice shall include the name and address of the person succeeding to the ownership or control of such hotel, rooming house or lodging houses. The former owner shall not be relieved of responsibility until such notice is filed.]**

### **Definitions.**

**As used in this chapter, the following terms are defined as follows:**

**(a) "Calls for service" ("CFS") means and includes, but is not limited to, any and all calls to law enforcement that result in a representative being dispatched or directed to the lodging facility.**

**(1) Calls for service includes:**

**a. A call to emergency services that results in a response by a law enforcement representative to the lodging facility.**

**b. Any police-initiated call for service to the lodging facility that results in a criminal report.**

**c. Any call to emergency services or police-initiated call for service within the lodging facility's surrounding neighborhood regarding activity that results in a criminal report, when such activity is associated with lodging facility staff and/or lodging facility guests and/or visitors.**

**(2) Calls for service shall not include traffic citations in which the lodging facility's address is used as the location of violation.**

**(b) "Calls for service ratio" means the number of calls for service divided by the number of rooms in service at the lodging facility.**

**(c) "Lodging Facility" means a hotel, motel, motor hotel, inn, boarding house, lodging house, homeless shelter, or other similar facility that: (1) has lodging rooms; (2) is located within any commercial or mixed use zone district in the City; (3) accommodates one or more guests under any rental agreement, concession, permit, right of access, license to use or other agreement, whether written or verbal, where the rental period of any lodging room is less than thirty (30) consecutive days.**

**(d) "Lodging room" means and includes any room, guestroom or sleeping accommodation that accommodates one or more guests.**

(e) "Owner" means any person that is the record owner of real property as listed with the Pueblo County Assessor upon which a lodging facility is located. "Owner" shall also mean any part owner, joint owner or lessor of the whole or part of the land or buildings situated on such real property.

(f) "Operator" means any person who is the proprietor of a Lodging Facility, whether in the capacity of owner, lessee, receiver, sublessee, franchisee, manager or mortgagee in possession thereof, or agent of any aforementioned, who offers and accepts payment for any lodging rooms, or board and lodging, and retains the right of access to, and control of, the lodging facility or lodging room.

**Sec. 9-5-2. [- Fees.] - License required.**

[The license fee for conducting such a hotel, rooming house or lodging houses where not more than twenty (20) rooms are kept for rent shall be the sum of five dollars (\$5.00) per year, and where more than twenty (20) rooms are kept for rent, the license fee therefor shall be the sum of ten dollars (\$10.00) per year.]

(a) It shall be unlawful to conduct, keep, or maintain a Lodging Facility within the City of Pueblo without first obtaining a license therefor. Such license shall be displayed in a conspicuous place within sight of the main entrance of the Lodging Facility at all times.

(b) All Lodging Facilities existing within the City shall apply or re-apply for a license within ninety (90) days of the effective date of this ordinance. All Lodging Facilities existing within the City upon the effective date of this ordinance that have, based on data provided by the Pueblo Police Department, with a Calls for Service Ratio of 1.89 or more during the previous twelve (12) month period shall meet with representatives from the PPD to discuss measures to mitigate criminal activity occurring on the lodging facility's premises. Such meeting shall occur before a lodging facility license is granted.

**Sec. 9-5-3. – [Application, approval of department heads; supervision; revocation.]  
Application; Decision; Appeal.**

(a) [Before any license is granted, an application shall be filed by the applicant with the License Officer containing such information as the License Officer shall require, including two (2) or more references as to the integrity and moral character of the applicant.] All applicants for a license shall file an application with the License Officer pursuant to Section 9-1-6. The License Officer shall accept no application that is not complete in every detail. In addition to the information required in Section 9-1-6, no application for a Lodging Facility License shall be deemed complete unless accompanied by the following:

(1) One or more statements as to whether:

a. The applicant or any other individual listed pursuant to subsection (1) of this Section has:

i. Previously operated, is currently operating, or has been employed at a lodging facility; or

ii. Had a previous lodging facility license under this Chapter, or other lodging facility license ordinances, resolutions or other regulations from another city or county, denied, suspended or

revoked, or declared a public nuisance, including the name and location of the business for which the license was denied, suspended, revoked; or declared a public nuisance, as well as the date of the denial, suspension, revocation or declaration as a public nuisance.

b. The applicant or any other individuals listed pursuant to Subsection 3(b)(1) of this Section has been a partner in a partnership or an officer or director of a corporation or manager of a limited liability company of a business whose lodging facility license has previously been denied, suspended, revoked, or declared a public nuisance including the name and location of the business for which the license was denied, suspended, revoked, or declared a public nuisance as well as the date of the denial, suspension, revocation, or declaration as a public nuisance; and

c. The applicant or any other individual listed pursuant to Subsection (3)(b)(1) of this Section holds any other licenses under this Chapter or other similar lodging facility license ordinances from another city or county and, if so, the names and locations of such other licensed businesses.

(2) The location of the proposed lodging facility, including a legal description of the property, street address and telephone number;

(3) The applicant's mailing address and residential address;

(4) A floor plan of the lodging facility that specifies the number of rooms contained in the lodging facility. The floor plan need not be professionally prepared;

(5) Certification that the proposed location complies with all requirements of the City zoning code;

(6) Certification that the applicant and proposed location complies with all applicable building, fire, health and safety codes required by the Building Official of the Pueblo Regional Building Department, the Pueblo Fire Department, and the City-County Health Department.

(7) Certification that the applicant has met and conferred with the PPD regarding criminal activity in and around the proposed location and developed a security plan and mitigation plan, as appropriate.

(b) **【Such license or license renewal shall be issued upon payment of the license fee and upon certification of the Building Official of the Pueblo Regional Building Department, the Fire Chief and the Director of the City-county Health Department that the premises to be license or relicensed comply with existing applicable building, fire and safety codes, and the regulations enforced by the Health Department.】 Payment in full of City license and application fees and any other fees, fines, liabilities or other debts owed to the City.**

(c) **【Any person whose application for a permit to operate a rooming house has been denied may request in writing and shall be granted a hearing on the matter before the License Officer. Such hearing shall be held at such time and place as the License Officer shall direct, not to exceed ten (10) days following the date of filing such request for hearing. The decision of the License Officer shall be in writing, and shall state whether or not there is compliance with the**

laws of the State and this Code. Failure to comply with such laws shall be specifically stated; provided, however, that failure of the License Officer to state noncompliance with any law or Code shall not relieve the applicant from responsibility for compliance therewith. **]** **In addition to the basis set forth in Section 9-1-6, the License Officer may deny an application for a Lodging Facility License if the application is based upon the sale of an existing lodging facility, and the existing lodging facility's CFS ratio is at or above 1.89 calls for service per room, or the lodging facility has other compliance issues, in which case, the applicant must provide, as a prerequisite to being granted a license, a remedial plan to reduce the CFS ratio or resolve the other compliance issues. The applicant must reduce the CFS ratio or resolve the issues within 180 days after license is issued or be subject to license suspension or revocation.**

**[(d)** Any license issued hereunder shall be subject to suspension or revocation in the event that the licensee has permitted his or her hotel or rooming house to become a fire, health or safety hazard to his or her customers or where he or she has permitted it to become either a nuisance, a place of prostitution, a place for gambling or a place for other activities or conditions prohibited by statute or ordinance, or has failed to comply with any provision of this Chapter.

(e) Whenever upon inspection of any hotel, rooming house, lodging houses or boarding and rooming house, the License Officer finds that conditions or practices exist which are in violation of any provision of this Chapter or of any provision of the Housing Code or any rule or regulation adopted pursuant thereto, the License Officer shall take appropriate enforcement action in writing to the operator of such establishment to correct such conditions or practices as provided in Chapter 1 of this Title.

(f) It shall be unlawful for any person to occupy for sleeping or living purposes any rooming unit in any hotel, rooming house or lodging houses of which the license has been suspended or revoked. **]**

**Sec. 9-5-4. – [Registration book required; contents; inspection; exceptions]** **License Fee.**

**[It shall be the duty of every person keeping a hotel, rooming house, lodging houses or boarding and rooming house, either as principal or by an agent, within the City, to keep at the place where such business is carried on a record or register of the name, address, date of arrival, date of departure and number or other description of the room occupied, of all roomers, lodgers, transients and other persons rooming, lodging or boarding and rooming at such hotel, rooming house, lodging houses or boarding and rooming house; such record shall be kept legible and maintained at all hours. The provisions of this Section shall not apply to private residents keeping permanent roomers.]**

**The City shall impose a Lodging Facility licensing fee of \$100 per year, which may be amended by City Council by resolution, necessary to defray the costs of investigation, inspection, and processing the documentation of the activities of lodging facilities as allowed by law:**

**Sec. 9-5-5. - Manager; Change; Registration Book.**

**(a) A registered Manager shall be on the premises of a lodging facility at all times. A lodging facility may have more than one registered Manager. It is unlawful for any person to work as a Manager of a lodging facility without first registering with the License Officer.**

(b) In the event a Licensee changes the Manager of a Lodging Facility, the Licensee shall immediately report such change and register the new Manager, on forms provided by the License Officer, within thirty (30) days of such change.

(c) It shall be the duty of the registered Manager to keep at all times on the premises of the Lodging Facility a record or register ("Register Book") of the name, address, date of arrival, date of departure, and number or other description of the room occupied, of all roomers, lodgers, transients, and other persons rooming, lodging or boarding, and rooming at such Lodging Facility. Such Register Book shall be kept legible, maintained at all hours, and made available for inspection by the License Officer, or their designee, or Inspector upon request.

#### Sec. 9-5-6. - Transferability; Change of ownership.

(a) No License under this Chapter shall be transferable to another person or any other group acting as a unit.

(b) No License under this Chapter shall be transferred to another hotel name or franchise, or hotel location or building.

#### Sec. 9-5-7. – Partial Operation.

No Lodging Facility shall operate, and no license shall be granted to it unless and until the entire facility is operational and able to be occupied for its intended purpose. Notwithstanding the foregoing, if a portion of an existing licensed Lodging Facility shall become uninhabitable due to fire, water, or other event, the hotel may continue operating the unaffected Lodging Rooms and common areas so long as operation is deemed safe by the Finance Director, PPD, the Fire Chief, the Regional Building Department, and the City-County Health Department, and the Lodging Facility is actively repairing the damaged area. "Actively repairing" shall include but not be limited to the submission of an insurance claim, hiring of licensed contractors, retention of architects or engineers, and obtaining building permits. Failure to progress or complete repairs within a reasonable amount of time shall be justification to suspend, revoke, or deny a license.

#### Sec. 9-5-8. – Extended Stay.

No Lodging Facility shall allow anyone to rent, use, access a Lodging Room for more than 30 consecutive days unless the Lodging Facility is designated by the Regional Building Department as a "Long Term Stay Hotel" as defined under the applicable building codes.

#### Sec. 9-5-9. – Unlawful Acts; Penalties.

(a) In addition to acts set forth in Section 9-1-15 of this Code, it shall be unlawful for any person:

(1) To occupy for sleeping or living purposes any Lodging Room in a Lodging Facility that does not have a license or for which the license has been suspended or revoked.

#### SECTION 3.

The officers and staff of the City are authorized and directed 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 upon final passage.

**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:** August 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:** AN ORDINANCE AMENDING CHAPTER 6 OF TITLE XVI OF THE PUEBLO MUNICIPAL CODE RELATING TO AND INCREASING SEWER USER CHARGES.

**SUMMARY:**

Attached is an Ordinance amending Chapter 6 of Title XVI of the Pueblo Municipal Code relating to and increasing sewer user charges.

**PREVIOUS COUNCIL ACTION:**

Ordinance No. 10489 awarded an agreement between the City of Pueblo and Financial Consulting Solutions Group, Inc., DBA. FCS Group for the 2023 Biennial Wastewater Rate Review

Ordinance No. 10429 awarded an agreement between the City of Pueblo and Financial Consulting Solutions Group, Inc., DBA FCS Group, Inc. and named Financial Consulting Solutions Group, Inc., DBA FCS Group, as the Rate Consultants of Record for the Pueblo Wastewater Department, on April 12, 2023.

**BACKGROUND:**

Pueblo's Municipal Code presently requires that a review of wastewater rates be performed at least every two years to ensure that the rates generate sufficient revenue to fund total operation and maintenance costs of the wastewater system, and to ensure that the rates maintain the proportionate distribution of costs among user classes (Section 16-6-37).

In accordance with this requirement, FCS Group, the Wastewater Rate Consultant of Record, reviewed the 20-year Capital Improvement Plan, the Wastewater Department's debt service requirements, and the fund balances. During the May 6, 2024, Work Session, a detailed presentation was given regarding the findings and proposed increase in rates.

The study indicated that due to increased regulatory requirements, and capital improvement requirements, increased rates will be required. The Wastewater Department is currently working on capital projects to maintain compliance with water quality regulations as well as the Selenium Discharger Specific Variance. Further improvements to the collection system and pilot projects for treatment will be needed to maintain compliance with the Discharger Specific Variance. The ordinance has therefore been prepared to provide for annual increases in wastewater rates for Pueblo residences and industries, and for the Blend Sanitation District, beginning in 2025.

**FINANCIAL IMPLICATIONS:**

The proposed ordinance anticipates that the City Council will periodically adjust sanitary sewer rates.

**BOARD/COMMISSION RECOMMENDATION:**

None

**STAKEHOLDER PROCESS:**

Residents within the City of Pueblo and the Blend Sanitation District are the primary stakeholders affected by this rate increase. There was one stakeholder meeting held during a presentation given at a City Council work session on May 8, 2024.

**ALTERNATIVES:**

The no action alternative would continue wastewater service fee increases previously adopted and effective January 1, 2020, but would not address future increases necessary at a level sufficient to fund capital improvements to the Water Reclamation Facility and collection system to attain compliance with water quality regulations and maintain the aging infrastructure. Failure to maintain compliance will create the potential for enforcement actions by state and federal authorities that carry maximum fines of \$54,833 a day per day of violation, and waiting to increase revenues until the compliance deadline arrives will result in much higher rate increases that will place additional burdens on rate payers.

The proposed alternative will implement an increase in the wastewater rate structure beginning January 1, 2025.

**RECOMMENDATION:**

Approval of the Ordinance

**ATTACHMENTS:**

1. 08-12-24 City of Pueblo Wastewater Draft Rate Review Report 2024



ORDINANCE NO.

AN ORDINANCE AMENDING CHAPTER 6 OF TITLE XVI OF THE  
PUEBLO MUNICIPAL CODE RELATING TO AND INCREASING  
SEWER USER CHARGES.

BE IT ORDAINED BY THE CITY COUNCIL OF PUEBLO, that:  
(brackets indicate matter being deleted, underscoring indicates new matter being added)

SECTION 1.

Section 16-6-20 of Chapter 6, Title XVI of the Pueblo Municipal Code, is amended to read as follows:

**Sec. 16-6-20. Rates and charges.**

(a) Nonindustrial users. The wastewater charge for nonindustrial users shall be the sum of the monthly service charge and monthly sewer volume charge, computed as follows:

(1) Commencing on [January 1, 2020] January 1, 2024 , and for each month in each year thereafter through December 31, 2028, for and in accordance with the calendar months and years indicated in the following table, the monthly service charge portion of the wastewater charge shall be assessed and charged based upon the water meter size of the water line or lines servicing the property in accordance with the following table. Commencing January 1, 2029, the monthly service charge portion of the wastewater charge shall be established from time to time by the City Council by ordinance; provided, however, that if City Council fails at any time to do so, the monthly service charge shall remain at the then last established amount.

**[Table 16-6-20(a)(1)]**

| Year                            | Jan. 1, 2020<br>to Dec. 2020             | Jan. 1, 2021<br>to Dec. 2021 | Jan. 1, 2022<br>to Dec.<br>2022 | Jan. 1, 2023<br>to Dec. 2023 | Jan. 1, 2024,<br>to Dec. 2024 |
|---------------------------------|------------------------------------------|------------------------------|---------------------------------|------------------------------|-------------------------------|
| Meter Line<br>Size in<br>Inches | Monthly Service Charge (in U.S. Dollars) |                              |                                 |                              |                               |
| 5/8 and 3/4                     | 21.87                                    | 23.18                        | 24.34                           | 25.56                        | 26.32                         |
| 1                               | 26.01                                    | 27.57                        | 28.95                           | 30.40                        | 31.31                         |
| 1½                              | 39.16                                    | 41.51                        | 43.58                           | 45.76                        | 47.13                         |
| 2                               | 58.48                                    | 61.99                        | 65.09                           | 68.34                        | 70.39                         |
| 3                               | 104.12                                   | 110.37                       | 115.89                          | 121.68                       | 125.33                        |
| 4                               | 152.72                                   | 161.89                       | 169.98                          | 178.48                       | 183.84                        |
| 6                               | 250.06                                   | 265.07                       | 278.32                          | 292.24                       | 301.01                        |
| 8                               | 331.54                                   | 351.43                       | 369.00                          | 387.45                       | 399.07                        |

| <u>Year</u>                              | <u>Jan. 1, 2024,<br/>to Dec. 2024</u>           | <u>Jan. 1, 2025,<br/>to Dec. 2025</u> | <u>Jan. 1, 2026,<br/>to Dec. 2026</u> | <u>Jan. 1, 2027,<br/>to Dec. 2027</u> | <u>Jan. 1, 2028,<br/>to Dec. 2028</u> |
|------------------------------------------|-------------------------------------------------|---------------------------------------|---------------------------------------|---------------------------------------|---------------------------------------|
| <u>Meter Line<br/>Size in<br/>Inches</u> | <u>Monthly Service Charge (in U.S. Dollars)</u> |                                       |                                       |                                       |                                       |
| <u>5/8 and 3/4</u>                       | <u>26.32</u>                                    | <u>27.64</u>                          | <u>29.02</u>                          | <u>30.47</u>                          | <u>31.99</u>                          |
| <u>1</u>                                 | <u>31.31</u>                                    | <u>32.88</u>                          | <u>34.52</u>                          | <u>36.25</u>                          | <u>38.06</u>                          |
| <u>1½</u>                                | <u>47.13</u>                                    | <u>49.49</u>                          | <u>51.96</u>                          | <u>54.56</u>                          | <u>57.29</u>                          |
| <u>2</u>                                 | <u>70.39</u>                                    | <u>73.91</u>                          | <u>77.60</u>                          | <u>81.49</u>                          | <u>85.56</u>                          |
| <u>3</u>                                 | <u>125.33</u>                                   | <u>131.60</u>                         | <u>138.18</u>                         | <u>145.09</u>                         | <u>152.34</u>                         |
| <u>4</u>                                 | <u>183.84</u>                                   | <u>193.03</u>                         | <u>202.68</u>                         | <u>212.82</u>                         | <u>223.46</u>                         |
| <u>6</u>                                 | <u>301.01</u>                                   | <u>316.06</u>                         | <u>331.86</u>                         | <u>348.46</u>                         | <u>365.88</u>                         |
| <u>8</u>                                 | <u>399.07</u>                                   | <u>419.02</u>                         | <u>439.97</u>                         | <u>461.97</u>                         | <u>485.07</u>                         |

(2) Commencing on January 1, **2024**, and for each month in each year thereafter, through December 31, **2028** for and in accordance with the calendar months and years indicated in the following table, the monthly sewer volume charge portion of the wastewater charge for each property with metered water service furnished and provided by the Board of Water Works shall be the amount shown in the following table for each one thousand (1,000) gallons of water furnished and supplied to the property. Commencing January 1, **2029**, the monthly sewer volume charge portion of the wastewater charge for each one thousand (1,000) gallons of water shall be as established from time to time by the City Council by ordinance; provided, however, that if City Council fails at any time to do so, the monthly sewer volume charge shall remain at the then last established rate.

[Table 16-6-20(a)(2)]

| <u>Year</u>                                                            | <u>Jan. 1,<br/>2020 to<br/>Dec. 2020</u> | <u>Jan. 1, 2020<br/>to Dec. 2020</u> | <u>Jan. 1, 2022<br/>to Dec. 2022</u> | <u>Jan. 1, 2023<br/>to Dec. 2023</u> | <u>Jan. 1,<br/>2024, to Dec.<br/>2024</u> |
|------------------------------------------------------------------------|------------------------------------------|--------------------------------------|--------------------------------------|--------------------------------------|-------------------------------------------|
| <u>Monthly Sewer Volume Charge (in U.S. Dollars per 1,000 gallons)</u> |                                          |                                      |                                      |                                      |                                           |
| <u>Nonindustrial Use</u>                                               | <u>5.10</u>                              | <u>5.40</u>                          | <u>5.67</u>                          | <u>5.96</u>                          | <u>6.14</u>                               |

1

Table 16-6-20(a)(2)

| <u>Year</u>                                                            | <u>Jan. 1, 2024,<br/>to Dec. 2024</u> | <u>Jan. 1, 2025,<br/>to Dec. 2025</u> | <u>Jan. 1, 2026,<br/>to Dec. 2026</u> | <u>Jan. 1, 2027,<br/>to Dec. 2027</u> | <u>Jan. 1, 2028,<br/>to Dec. 2028</u> |
|------------------------------------------------------------------------|---------------------------------------|---------------------------------------|---------------------------------------|---------------------------------------|---------------------------------------|
| <u>Monthly Sewer Volume Charge (in U.S. Dollars per 1,000 gallons)</u> |                                       |                                       |                                       |                                       |                                       |
| <u>Nonindustrial<br/>Use</u>                                           | <u>6.14</u>                           | <u>6.45</u>                           | <u>6.77</u>                           | <u>7.11</u>                           | <u>7.46</u>                           |

(3) The monthly sewer volume charge shall be based upon the monthly water meter measurements and readings (or estimates thereof) of the Board of Water Works and shall be computed and billed as follows:

a. The monthly sewer volume charge shall be the amount specified in Table 16-6-20(a)(2) for the applicable month and year for each one thousand (1,000) gallons of water charged and billed to the property by the Board of Water Works during its January and February monthly billing periods for said year. The term *monthly billing period*, as used herein, commences when

a water meter is read in the prior month and ends when the water meter is read in the subsequent month of billing.

b. The monthly sewer volume charge for each month from and including January 1, **2024**, through and including December 31, **2028** and for the months of January through December each year thereafter, shall be calculated as the amount specified in Table 16-6-20(a)(2) for the applicable month and year in dollars per one thousand (1,000) gallons multiplied by the average of the thousands of gallons of water charged and billed to the property by the Board of Water Works during the immediately preceding January and February.

c. If for any reason, water meter readings are not made or are delayed, the sewer volume charge shall be computed upon an estimate of water services and the actual charge, therefore, shall be made and apportioned upon the actual meter measurement and readings made thereafter.

d. In the event a property is connected to the Board of Water Works system after February of any year or if for some other reason, there is not available an average monthly sewer volume charge based upon the January-to-February billing periods or such periods in prior years, the monthly sewer volume charge shall be an amount equal to the applicable calendar year monthly rate specified in Table 16-6-20(a)(2) per one thousand (1,000) gallons of water used multiplied by five (5) per month for each residential unit served at each property.

e. The sewer volume charge for each property using water not metered by the Board of Water Works shall be an amount equal to the applicable calendar year monthly rate specified in Table 16-6-20(a)(2) per one thousand (1,000) gallons of water used multiplied by five (5) per month for each residential unit served at each property or the applicable calendar year monthly rate specified in Table 16-6-20(a)(2) per one thousand (1,000) gallons of water used per month based upon the January or February monthly estimated water used or actual monthly water used, whichever would be most proportionate to all classes of users, as determined by the Director of Wastewater.

(b) Industrial users.

(1) The wastewater charge for Industrial Users shall be the sum of the monthly service charge based upon the meter size and determined in accordance with Paragraph (a)(1) of this Section, and a monthly sewer volume charge. Commencing on January 1, **2024**, and for each month in each year thereafter, for and in accordance with the calendar months and years indicated in the following table, the monthly sewer volume charge for Industrial Users shall be the amount shown in the following table for each one thousand (1,000) gallons of discharge per month based upon either actual measured discharge or upon water used after adjustment for any permitted use allowance, as determined by the Director of Wastewater plus one hundred percent (100%) of any costs incurred by the City in determining the amount of such discharge. Commencing on January 1, **2029**, the monthly sewer volume charge for Industrial Users shall be as established by the City Council from time to time by ordinance; provided, however, that if City Council fails at any time to do so, the monthly sewer volume charge for Industrial Users shall remain at the then last established rate.

**[Table 16-6-20(b)(1)]**

| Year           | Jan. 1, 2020<br>to Dec. 2020                                    | Jan. 1, 2021<br>to Dec. 2021 | Jan. 1, 2022<br>to Dec. 2022 | Jan. 1, 2023<br>to Dec. 2023 | Jan. 1, 2024<br>to Dec. 2024 |
|----------------|-----------------------------------------------------------------|------------------------------|------------------------------|------------------------------|------------------------------|
|                | Monthly Sewer Volume Charge (in U.S. Dollars per 1,000 gallons) |                              |                              |                              |                              |
| Industrial Use | 5.10                                                            | 5.40                         | 5.67                         | 5.96                         | 6.14                         |

]

**Table 16-6-20(b)(1)**

| <u>Year</u>           | <u>Jan. 1, 2024, to Dec. 2024</u>                                      | <u>Jan. 1, 2025, to Dec. 2025</u> | <u>Jan. 1, 2026, to Dec. 2026</u> | <u>Jan. 1, 2027, to Dec. 2027</u> | <u>Jan. 1, 2028, to Dec. 2028</u> |
|-----------------------|------------------------------------------------------------------------|-----------------------------------|-----------------------------------|-----------------------------------|-----------------------------------|
|                       | <b>Monthly Sewer Volume Charge (in U.S. Dollars per 1,000 gallons)</b> |                                   |                                   |                                   |                                   |
| <b>Industrial Use</b> | <b>6.14</b>                                                            | <b>6.45</b>                       | <b>6.77</b>                       | <b>7.11</b>                       | <b>7.46</b>                       |

(2) Industrial Users are also subject to excessive strength surcharges as provided in Article III of this Chapter and all other fees and charges required of Industrial Users by this Title.

(c) Blende Sanitation District.

(1) Commencing on January 1, **2024**, and as adjusted for each month and year thereafter as indicated in the following table, through December 31, **2028**, for wastewater delivered to the City's treatment plant from Blende Sanitation District and derived exclusively from nonindustrial customers, the monthly sewer volume charge shall be the specified monthly nonindustrial use rate for the applicable calendar month and year as set forth in Table 16-6-20(c) below, per one thousand (1,000) gallons, together with such monthly service charges as may be provided by agreement or resolution of the City Council. Commencing January 1, **2029**, the monthly sewer volume charge shall be as established by the City Council from time to time by ordinance; provided, however, that if City Council fails at any time to do so, the monthly sewer volume charge shall remain at the then last established amount.

(2) Commencing on January 1, **2024**, and as adjusted for each month and year thereafter as indicated in the following table, through December 31, **2028**, for wastewater delivered to the City's treatment plant from Blende Sanitation District and derived from industrial customers, the volume charge shall be the specified monthly industrial use rate for the applicable calendar month and year as set forth in Table 16-6-20(c) below, per one thousand (1,000) gallons, together with such monthly service charges as may be provided by agreement or resolution of the City Council, and together with excessive strength surcharges as provided by Article III of this Chapter. Commencing on January 1, **2029**, the monthly sewer volume charge for wastewater delivered by the Blende District derived from industrial customers shall be as established by the City Council from time to time by ordinance; provided, however, that if the City Council fails at any time to do so, the monthly sewer volume charge shall remain at the then last established rate.

**[Table 16-6-20(c)]**

| <u>Year</u>                                  | <u>Jan. 1, 2020 to Dec. 2020</u>                                    | <u>Jan. 1, 2021, to Dec. 2021</u> | <u>Jan. 1, 2022, to Dec. 2022</u> | <u>Jan. 1, 2023, to Dec. 2023</u> | <u>Jan. 1, 2024, to Dec. 2024</u> |
|----------------------------------------------|---------------------------------------------------------------------|-----------------------------------|-----------------------------------|-----------------------------------|-----------------------------------|
|                                              | <b>Monthly Sewer Volume Charge (U.S. Dollars per 1,000 gallons)</b> |                                   |                                   |                                   |                                   |
| Blende Sanitation District Nonindustrial Use | 4.05                                                                | 4.29                              | 4.51                              | 4.73                              | 4.87                              |
| Blende Sanitation District Industrial Use    | 4.05                                                                | 4.29                              | 4.51                              | 4.73                              | 4.87                              |

]

**Table 16-6-20(c)**

| <u>Year</u>                                                                                                                    | <u>Jan. 1, 2024,</u><br><u>to Dec. 2024</u>                                | <u>Jan. 1, 2025,</u><br><u>to Dec. 2025</u> | <u>Jan. 1, 2026,</u><br><u>to Dec. 2026</u> | <u>Jan. 1, 2027,</u><br><u>to Dec. 2027</u> | <u>Jan. 1, 2028,</u><br><u>to Dec. 2028</u> |
|--------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------|---------------------------------------------|---------------------------------------------|---------------------------------------------|---------------------------------------------|
|                                                                                                                                | <b><u>Monthly Sewer Volume Charge (U.S. Dollars per 1,000 gallons)</u></b> |                                             |                                             |                                             |                                             |
| <b><u>Blende</u></b><br><b><u>Sanitation</u></b><br><b><u>District</u></b><br><b><u>Nonindustrial</u></b><br><b><u>Use</u></b> | <b><u>4.87</u></b>                                                         | <b><u>5.11</u></b>                          | <b><u>5.37</u></b>                          | <b><u>5.64</u></b>                          | <b><u>5.92</u></b>                          |
| <b><u>Blende</u></b><br><b><u>Sanitation</u></b><br><b><u>District</u></b><br><b><u>Industrial</u></b><br><b><u>Use</u></b>    | <b><u>4.87</u></b>                                                         | <b><u>5.11</u></b>                          | <b><u>5.37</u></b>                          | <b><u>5.64</u></b>                          | <b><u>5.92</u></b>                          |

(d) Sewer users and septic haulers depositing or discharging liquid waste into the system shall be assessed wastewater charges consisting of the sum of the following components:

(1) Commencing on January 1, **2024**, and as adjusted for each month and year thereafter as indicated in the following table, the amount of the monitoring charge shall be the amount shown in the row for "MC," in Section 16-31-31(d) of Article III of this Chapter for the applicable calendar month and year; and

(2) A combined monthly sewer volume charge and excessive strength surcharge at the specified monthly rate for the applicable calendar year as set forth in Table 16-6-20(d)(2) below, per one thousand (1,000) gallons of liquid waste deposited or discharged into the system.

(3) Commencing January 1, **2029**, the monitoring charge and the monthly sewer volume charge and excessive strength surcharge charge shall be as established from time to time by the City Council by ordinance; provided, however, that if City Council fails at any time to do so, the monthly service charge shall remain at the then last established amount.

(4) For each sand waste load, a charge of sixty dollars (\$60.00) shall be paid in addition to all other charges herein imposed. Sand waste loads are described in Chapter 10.

**[Table 16-6-20(d)(2)]**

| <u>Year</u>                                                                                                                                | <u>Jan. 1, 2020</u><br><u>to Dec. 2020</u> | <u>Jan. 1, 2021 to</u><br><u>Dec. 2021</u> | <u>Jan.1, 2022</u><br><u>to Dec. 2022</u> | <u>Jan. 1, 2023, to</u><br><u>Dec. 2023</u> | <u>Jan. 1, 2024</u><br><u>to Dec. 2024</u> |
|--------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------|--------------------------------------------|-------------------------------------------|---------------------------------------------|--------------------------------------------|
| <b>Septic Haulers' Combined Monthly Sewer Volume Charge and Excessive Strength Surcharge</b><br><b>(in U.S. Dollars per 1,000 gallons)</b> |                                            |                                            |                                           |                                             |                                            |
|                                                                                                                                            | 69.91                                      | 74.10                                      | 77.81                                     | 81.70                                       | 84.15                                      |

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**Table 16-6-20(d)(2)**

| <u>Year:</u>                                                                                                                                            | <u>Jan. 1, 2024,</u><br><u>to Dec. 2024</u> | <u>Jan. 1, 2025,</u><br><u>to Dec. 2025</u> | <u>Jan.1, 2026,</u><br><u>to Dec. 2026</u> | <u>Jan. 1, 2027,</u><br><u>to Dec. 2027</u> | <u>Jan. 1, 2028,</u><br><u>to Dec. 2028</u> |
|---------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------|---------------------------------------------|--------------------------------------------|---------------------------------------------|---------------------------------------------|
| <b><u>Septic Haulers' Combined Monthly Sewer Volume Charge and Excessive Strength</u></b><br><b><u>Surcharge (in U.S.Dollars per 1,000 gallons)</u></b> |                                             |                                             |                                            |                                             |                                             |
|                                                                                                                                                         | <b><u>84.15</u></b>                         | <b><u>88.36</u></b>                         | <b><u>92.78</u></b>                        | <b><u>97.41</u></b>                         | <b><u>102.28</u></b>                        |

(e) Airport Collection System.

- (1) The wastewater charges for all users connected to the airport collection system shall be as provided in Subsections (a) and (b) of this Section, subject to the provisions of this Subsection (e).
- (2) Reserved.
- (3) Reserved.
- (4) The wastewater charges set forth herein for users connected to the airport collection system shall be in addition to, and not in lieu of, any and all other charges or fees associated with or assessed to property owners or occupants of facilities located at the Pueblo Memorial Airport or the Airport Industrial Park

## SECTION 2.

Title XVI, Chapter 6, Article III, Section 16-6-31 of the Pueblo Municipal Code, as amended, is amended to read as follows:

- (a) Users subject to the excessive strength surcharge shall be assessed the surcharge based upon the following formula:

$$[S = V_s \times 8.34 + MC]$$

$$\underline{S = V_s \times 8.34 \times \{ \$BOD \times (BOD - 225) + \$SS \times (SS - 200) \} + MC}$$

**[Table 16-6-31(b)]**

| Year:                                             | Jan. 1, 2020<br>to Dec. 2020 | Jan. 1, 2021<br>to Dec. 2021 | Jan. 1, 2022<br>to Dec. 2022 | Jan. 1, 2023<br>to Dec. 2023 | Jan. 1, 2024<br>to Dec. 2024 |
|---------------------------------------------------|------------------------------|------------------------------|------------------------------|------------------------------|------------------------------|
| \$BOD<br>(Dollars per<br>pound for<br>excess BOD) | 0.380                        | 0.380                        | 0.380                        | 0.380                        | 0.380                        |
| \$SS (Dollars<br>per pound for<br>excess SS)      | 0.190                        | 0.190                        | 0.190                        | 0.190                        | 0.190                        |
| MC (Dollars<br>per Month)                         | 350.36                       | 371.38                       | 389.95                       | 409.45                       | 421.73                       |

1

**Table 16-6-31(b)**

| <u>Year:</u>                                                                             | <u>Jan. 1, 2024 to</u><br><u>Dec. 2024</u> | <u>Jan. 1, 2025 to</u><br><u>Dec. 2025</u> | <u>Jan.1, 2026 to</u><br><u>Dec. 2026</u> | <u>Jan. 1, 2027 to</u><br><u>Dec. 2027</u> | <u>Jan. 1, 2028 to</u><br><u>Dec. 2028</u> |
|------------------------------------------------------------------------------------------|--------------------------------------------|--------------------------------------------|-------------------------------------------|--------------------------------------------|--------------------------------------------|
| <u><b>\$BOD (Dollars</b></u><br><u><b>per pound for</b></u><br><u><b>excess BOD)</b></u> | <u><b>0.380</b></u>                        | <u><b>0.380</b></u>                        | <u><b>0.380</b></u>                       | <u><b>0.380</b></u>                        | <u><b>0.380</b></u>                        |
| <u><b>\$SS (Dollars</b></u><br><u><b>per pound for</b></u><br><u><b>excess SS)</b></u>   | <u><b>0.190</b></u>                        | <u><b>0.190</b></u>                        | <u><b>0.190</b></u>                       | <u><b>0.190</b></u>                        | <u><b>0.190</b></u>                        |
| <u><b>MC (Dollars</b></u><br><u><b>per Month)</b></u>                                    | <u><b>421.73</b></u>                       | <u><b>442.82</b></u>                       | <u><b>464.96</b></u>                      | <u><b>488.21</b></u>                       | <u><b>512.62</b></u>                       |

**SECTION 3.**

This Ordinance may be enforced as provided in Sections 16-7-80, 16-7-87, 16-7-92, 16-9-13, 16-7-41 and 16-7-92 of Title XVI of the Pueblo Municipal Code, as amended, the remedies therein stated being cumulative, with the exercise of any one or more not constituting any bar or limitation to the exercise of the other. Any person found guilty of a violation of this Ordinance shall be punished as provided in Section 1-2-1 of the Pueblo Municipal Code, as amended.

**SECTION 4.**

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

**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 Ordinance and the attached agreement to effectuate the transactions described therein.

**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 \_\_\_\_\_.

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



# City of Pueblo

## Wastewater Utility



## WASTEWATER UTILITY RATE STUDY

DRAFT REPORT  
May 2024

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**FCS GROUP**  
Solutions-Oriented Consulting

May 17, 2024

Andra Ahrens

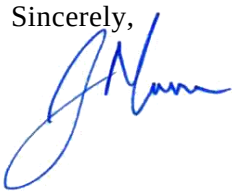
Director of Wastewater  
City of Pueblo  
1300 South Queens Avenue  
Pueblo, CO 81001

Subject: City of Pueblo Wastewater Rate & PIF Study

FCS GROUP is pleased to provide this Wastewater Rate Study Report documenting our analyses, findings, and recommendations for adjusting the City of Pueblo Wastewater (City) utility rates for 2024 through 2033.

This report encompasses much effort not only from FCS GROUP but also from you and your team. We are very thankful for the time and dedication put into the Study by City staff leadership without which we would not have been able to complete our work.

We followed standard wastewater rate-setting principles described by the Water Environment Federation in completing our engagement for the City. The report is a comprehensive but not exhaustive description of our analyses and findings.

Sincerely,  


Jason Mumm  
Principal

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# EXECUTIVE SUMMARY

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## INTRODUCTION

In June of 2023, The City of Pueblo (City) engaged FCS GROUP to conduct a Wastewater Utility Financial Plan Study (Study) aimed at determining the necessary level of rate revenue required to cover annual operating expenses, existing and proposed debt service payments, and to fund the capital improvement program while ensuring the preservation of key financial performance metrics. The primary objectives of this Study were:

**Update of Wastewater Financial Plan.** The Study involved updating the wastewater financial plan for the ten years of 2024 through 2033.

**Determination of Rate Adjustments.** The Study set out to determine the appropriate wastewater rate adjustments from 2024 through 2033. We calculated these adjustments to generate sufficient revenue, sustain adequate cash reserves, and ensure adequate debt service coverage.

**Assessment of Affordability.** An essential aspect of the Study was the assessment of the affordability of the City's wastewater services. We based our assessment on the present median household income projected through 2033.

**Evaluate Connection Fees.** We evaluated the City's connection fees to ensure they remain equitable and consistent with the costs associated with new connections to its wastewater system. Based on this comprehensive assessment and discussions with City staff, we concluded that the connection fee inputs have not changed significantly enough to warrant adjusting the current fees. We recommend reviewing the fees in future studies to ensure they remain equitable and consistent with the evolving costs associated with new connections.

This executive summary report encapsulates our Study's assumptions, findings, and recommendations. For detailed calculations supporting these findings, please refer to the Appendix section of this report.

## Utility Background

The City's sewer utility helps protect the public health and environment by safely and effectively collecting and treating wastewater from residential, commercial, and industrial customers. The City provides this service to approximately 112,848 wastewater customers.

The City's wastewater fund is financially self-sustaining, funding capital and operating expenses derived from user rates, plant investment fees, system development fees, interest income, and other miscellaneous sources. User rate revenue is designed to meet all operating costs, debt service coverage, and maintain adequate reserves. Revenue requirements include operations and maintenance (O&M), existing and proposed debt payments, and capital expenditures.

The City maintains a wastewater collection and treatment facility network, including over 456 miles of gravity piping, 7.6 miles of force mains, and nine lift stations. This infrastructure ensures the effective transportation and treatment of wastewater, essential for promoting the community's well-being and ensuring environmental sustainability.

## Assumptions

The operating and maintenance expenditure forecast largely relies on the City's 2024 adopted budget for the Wastewater Utility. The line items in the budget are then adjusted each year by utilizing one of the following factors:

- Customer Growth – will remain consistent throughout the Study based on nominal historical growth rates provided by the City. The growth rate averages 0.51 percent throughout the study period.
- General Cost Inflation – assumed to be 4.5 percent in 2024, then holding 3.5 percent per year going forward starting in 2025. This forecast is based on the CPI-U West professional forecast for the Consumer Price Index.
- Construction Cost Inflation – assumed to be 4.5 percent in 2024, then holding 3.5 percent per year going forward starting in 2025. This forecast is based on the ENR Construction Cost Index for Denver.
- Labor Cost Inflation – assumed to be 3.0 percent in 2024, then holding at 2.75 percent per year going forward starting in 2025 based on the Employment Cost Index – Wages and Salaries, as well as discussions with City staff.
- Benefits Cost Inflation - assumed to be 3.25 percent per year based on the Employment Cost Index – Benefits and a discussion with City staff.
- Fund Interest Earnings – assumed to be 1.75 percent in 2024, then holding at 1.0 percent per year going forward starting in 2025 based on the ColoTrust Prime and discussions with City staff.
- Proposed Debt Service – based on a 3% annual interest rate, 20-year term, 0% issuance costs, and not debt service reserve.

## Fiscal Policies

The basic framework for evaluating utility revenue needs includes sound fiscal policies. Several policy topics are important to consider as part of managing the finances of the wastewater utility, including Cash Reserves, Capital Funding, and Rate Funded System Reinvestment.

When evaluating fund reserve levels and objectives, it is important to recognize that the value of reserves lies in their potential use. A reserve strategy that deliberately avoids any use of reserves negates their purpose. The fluctuation of reserve levels may indicate that the system is working, while the lack of variation over many years strongly suggests that the reserves are, in fact, unnecessary.

## Operating Reserves

An operating reserve provides a liquidity cushion; it protects the utility from the risk of short-term variation in the timing of revenue collection or payment of expenses. The most common operating reserve minimum balance target for wastewater utilities with monthly or bi-monthly billing is 45 to 60 days of operating expenses. The City's policy is to maintain a minimum reserve of 25% of annual operating expenditures (equivalent to 90 days), generally consistent with industry standards. FCS GROUP does not recommend a change to this policy.

**Recommended Policy:** Consistent with the City's existing policy, achieve a year-end minimum balance target of **90 days (25%)** of total annual operating expenditures. This equates to a target of roughly **\$3.02 million** based on 2024 budgeted expenditures totaling \$12.26 million.

## Capital Reserve

This reserve provides emergency funding for unexpected asset failures or other unanticipated capital needs. This capital reserve policy does not guard against catastrophic system failure or extreme acts of nature. Minimum balances for capital reserves are often based on a percentage (commonly 1% to 2%) of the original cost of utility fixed assets or an amount determined sufficient to fund an emergency capital project or equipment failure.

**Recommended Policy:** A *minimum* capital ending fund balance target of **1% of fixed assets** (non-depreciated original cost of construction) is recommended. This equates to **\$2.09 million** in the 2024 test year based on a fixed asset inventory provided by City staff, totaling approximately \$162.36 million as of the end of 2022. Capital reserves larger than this may be prudent if the City is saving for future capital projects that cannot be funded with same-year rate revenue or existing reserves.

## Debt Related Policies

As of 2023, the Utility maintains \$13.85 million in outstanding debt through SRF and revolving fund loans. Annual payments on this debt are scheduled through 2030, averaging \$1,638,719 annually during the forecast period. Based on discussions with staff, the City prefers that the wastewater utility continue to take on a hybrid approach, utilizing both cash and debt-funding capital projects during the ten-year forecast period covered by this Study.

## Debt Reserve

A debt reserve is most often required as a condition of bond issuance, though some loan programs also require one. The reserve intends to protect bondholders (or the agency issuing loans) from the risk of the borrower defaulting on their payments by causing the issuer to deposit funds into a restricted account used only to satisfy the reserve requirement. Once the debt is repaid, the bondholders release the reserve requirement, and the funds are then available for normal use. It is most often equal to the average or maximum annual debt service.

**Recommended Policy:** The policy should be dictated by terms outlined in contracts for debt obligations.

### Debt Service Coverage

Debt service coverage is typically a requirement associated with revenue bonds, and it is an important benchmark to measure the riskiness of a utility's capital funding plans. It represents a margin, expressed as a multiple of the annual debt service, meant to increase the likelihood of timely repayment. A common debt service coverage ratio is 1.25x, meaning net operating revenue (gross revenue less operations and maintenance expenses) is 125% of the debt service payment for the year.

**Recommended Policy:** While 1.10 or 1.25 are common legal minimum coverage ratios for revenue bonds, FCS GROUP recommends a more conservative internal policy coverage target of at least 1.50 should the wastewater utility choose to utilize debt in the future.

**Table 1** summarizes the recommended fiscal policies for the wastewater utility.

**Table 1: Summary of Fiscal Policies**

| Policy                | Recommended Target                                    |
|-----------------------|-------------------------------------------------------|
| Operating Reserve     | 25% of operating expenditures                         |
| Capital Reserve       | A minimum of 1% of the original cost of fixed assets  |
| Debt Service Coverage | If issued, an internal policy target of at least 1.50 |

### Fund Balances

At the beginning of 2023, the cash and investments balance for the wastewater fund was \$63.9 million. The City internally distinguishes between operating, capital, and debt reserve funds, as shown in **Table 2**.

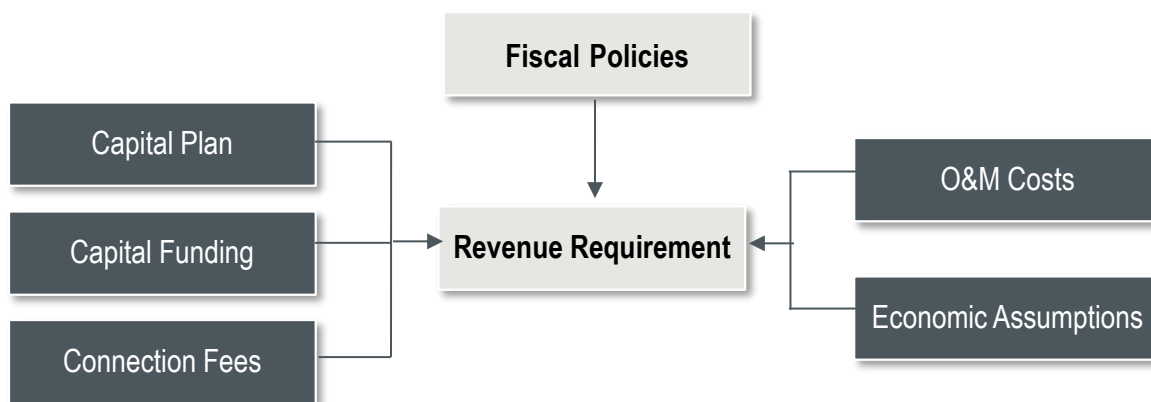
**Table 2: Wastewater Utility Fund Cash Balances**

| Description                          | Beginning 2023 Cash Balances |
|--------------------------------------|------------------------------|
| Operating Reserve                    | \$12,256,827                 |
| Capital Reserve                      | 37,948,668                   |
| Debt Reserve                         | 13,674,364                   |
| Total Beginning Cash January 1, 2023 | <b>\$63,879,859</b>          |

## Rate Study

The main purpose of this rate study is to develop a funding plan (“revenue requirement”) for the City’s wastewater utility. The revenue requirement identifies the total revenue needed to fully fund the utility on a standalone basis considering operating and maintenance expenditures, fiscal policy achievement, and the capital project needs of the wastewater utility.

**Exhibit 1: Revenue Requirement Overview**



## FINANCIAL PLAN ANALYSIS

### Operating Fund

The operating fund monitors the financial operations linked to the maintenance of the wastewater system and supports the capital improvement program. As of the beginning of 2023, the Utility's initial fund balance stands at \$63.9 million.

#### Sources of Funds

The main source of operating fund revenue comes from wastewater rates, which account for nearly 98 percent of the total operating fund revenue. The remaining 2 percent is from interest earnings and other non-rate revenue streams.

#### Revenue Requirements

Appendix Table 1 summarizes the Operation and Maintenance (O&M) expenses. These costs cover personnel salaries, materials, supplies, and contractual services essential for the regular wastewater collection, treatment, and disposal activities. The assumptions section above provides context for the annual inflation rates, derived from historical patterns and consistently applied across the study duration. Furthermore, the Study incorporates routine capital enhancements, including investments in

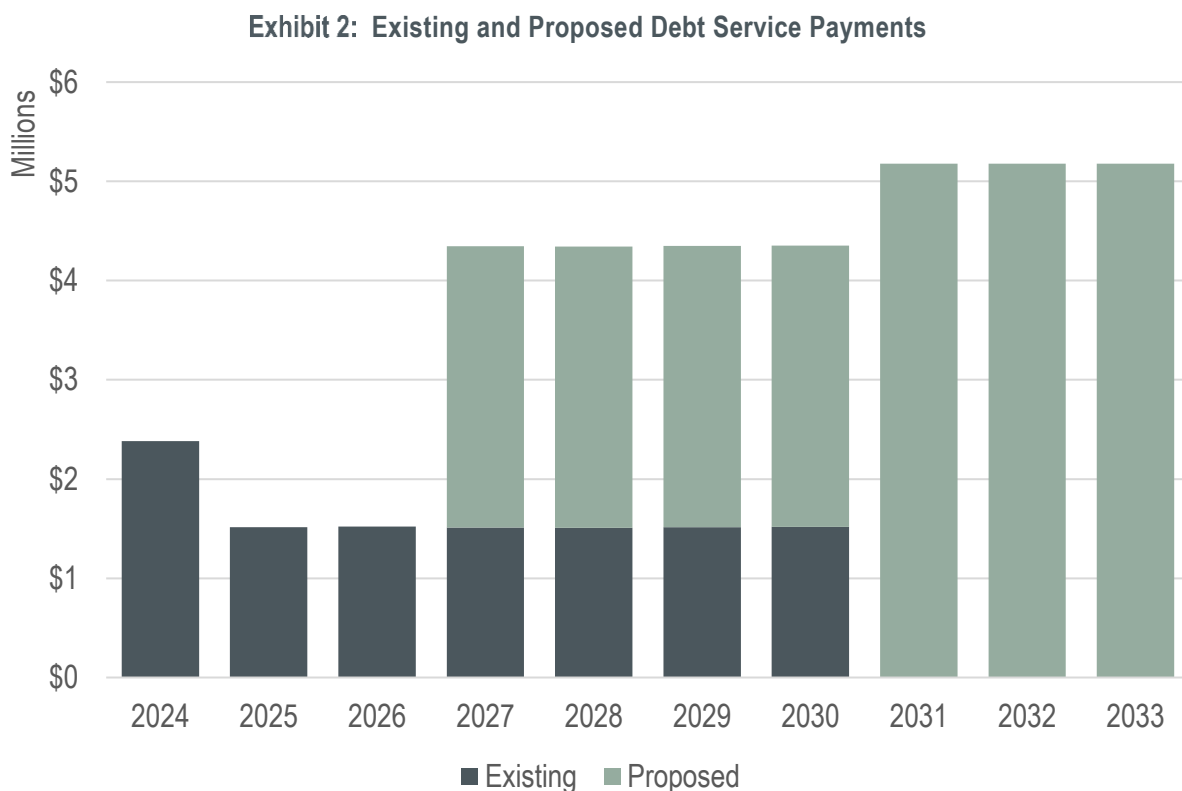


equipment, fixtures, and the expansion of the vehicle fleet. Commencing in 2024 at \$12.3 million, the combined operating expenses escalate to \$15.7 million by 2033.

**Exhibit 2** below outlines existing and proposed annual debt service payments for the capital program, encompassing principal, interest, and administrative fees. The debts pertain to various series, including Series 2003, 2009, 2010, 2012, and 2014 SRF loans and upcoming SRF loans. Below, we detail future debt series issuance, highlighting major debt issues and associated capital projects.

- 2025 Debt Series of \$39 million
  - Secondary Clarifier Mechanism Replacement
- 2029 Debt Series of \$32.2 million
  - Gravity Thickener / Fermenter
  - Tertiary Process for Regulation 31

The City's debt service payments are expected to peak at \$5.36 million in 2029, decreasing with the repayment of the older debts. See Exhibit 2 below for a visual representation of existing and proposed debt services from 2024 to 2033.

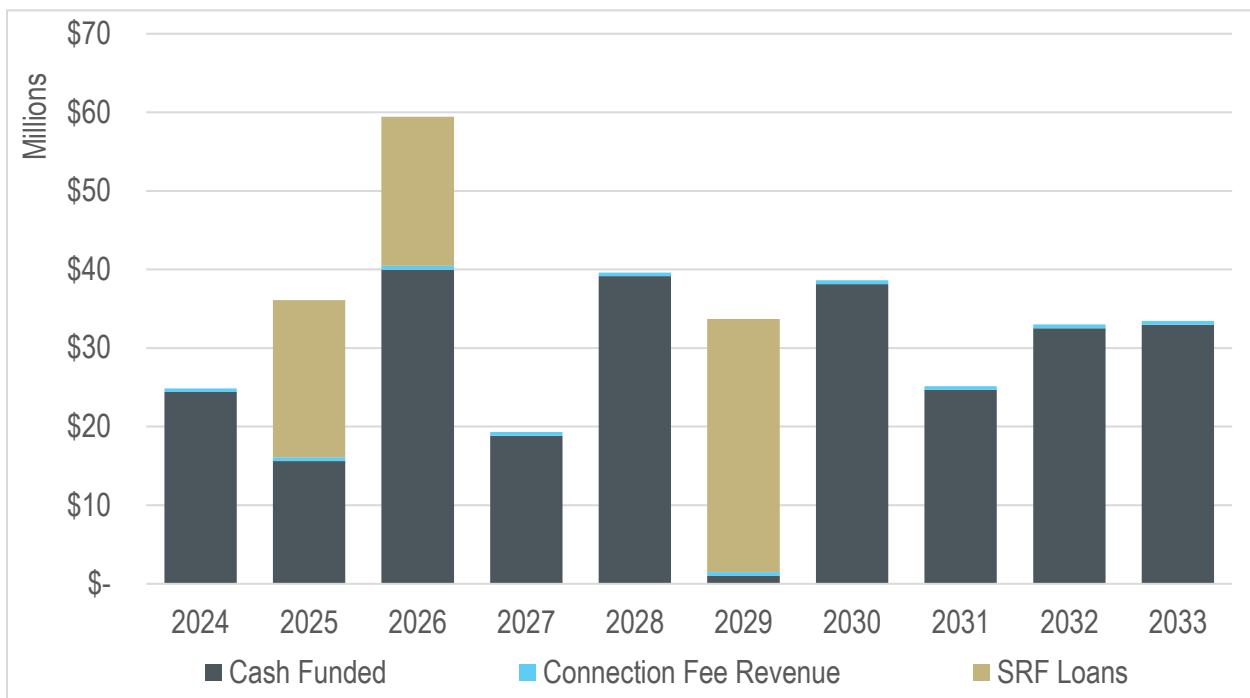


In **Exhibit 3** below, the Wastewater CIP outlines \$343.3 million in forecasted capital spending. Funding sources include \$267.4 million from rate revenue and reserves, \$4.8 million from connection fees, and \$71.2 million from State Revolving Fund loans. To address challenges like aging

infrastructure and inflation, we recommend maintaining reserve levels at 1% of net plant assets, starting at \$2.1 million and increasing to \$5.3 million by the end of the forecast period. These funds are crucial for addressing the following issues:

- Repair and replace aging infrastructure.
- Enhance nutrient removal systems to comply with permit regulations.
- Implement yearly rehabilitation initiatives for the Water Reclamation Facility's electrical systems.

**Exhibit 3: Capital Funding Forecast**

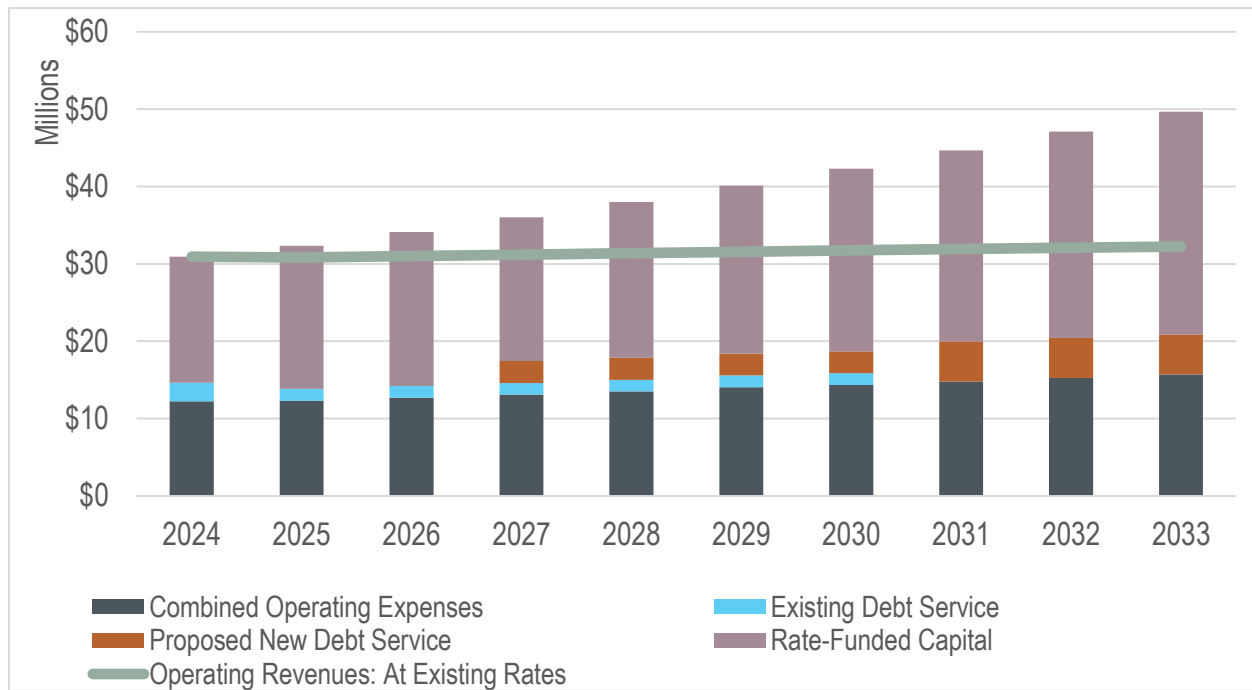


#### Indicated Revenue Adjustments

Revenue under existing 2024 rates is insufficient to meet the sum of annual O&M, debt service, and funding of capital projects, let alone maintaining appropriate reserve levels coverage requirements.

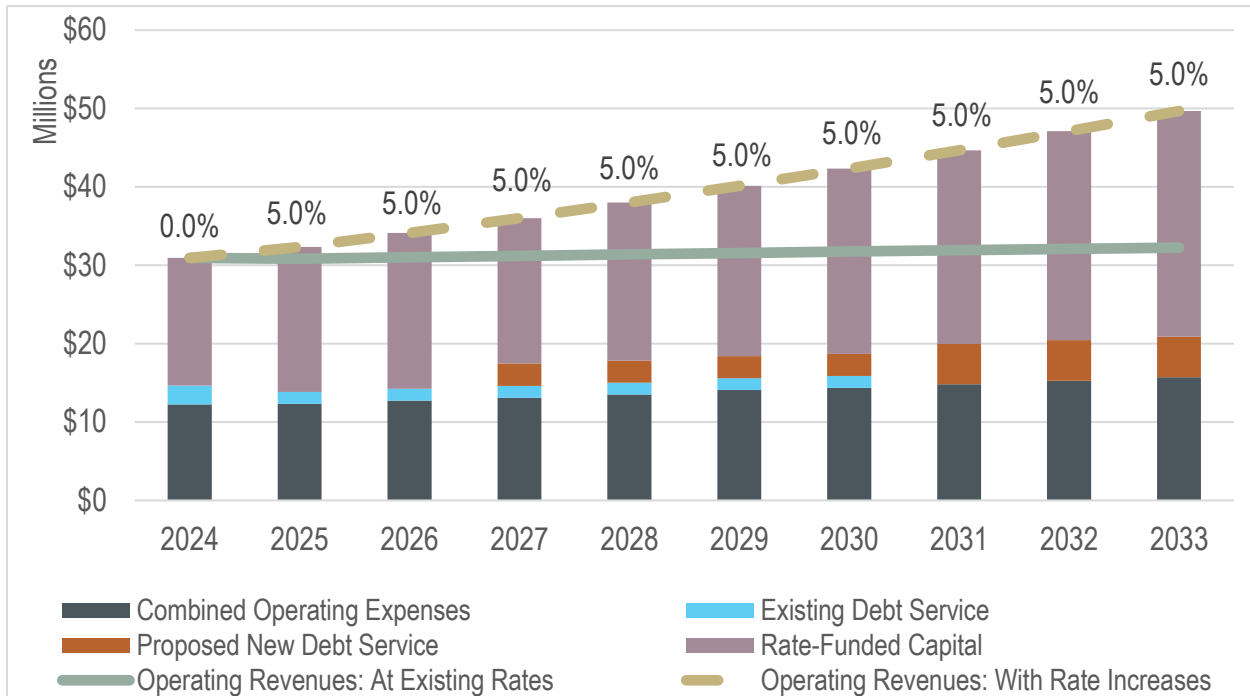
**Exhibit 4** demonstrates the projected costs vs. the expected revenue from the existing wastewater rates.

Exhibit 4: Revenue at Existing 2024 Rates



To meet its obligations, the City should initiate rate increases of 5.0% starting in 2025 and continuing until at least 2033. **Exhibit 5** visually represents the revenue adequacy at the proposed rates for the study period between 2024 and 2033.

**Exhibit 5: Revenue at Proposed Rates**



**Table 3** summarizes the revenues and revenue requirements in the financial plan for 2025 to 2029, incorporating the recommended rate increases. Appendix Table 1 includes a detailed analysis of the financial plan and related calculations.

**Table 3: Financial Summary**

| Revenue Requirement         | 2025         | 2026         | 2027         | 2028         | 2029         |
|-----------------------------|--------------|--------------|--------------|--------------|--------------|
| Operating Revenues          | \$32,339,536 | \$34,131,950 | \$36,022,117 | \$38,014,734 | \$40,115,366 |
| O&M Expenses                | \$12,339,818 | \$12,718,886 | \$13,109,773 | \$13,512,853 | \$14,066,035 |
| Debt Service                | \$1,515,927  | \$1,522,643  | \$4,346,938  | \$4,342,734  | \$4,350,275  |
| Cash-Funded Capital         | \$18,483,791 | \$19,890,421 | \$18,565,406 | \$20,159,147 | \$21,699,056 |
| Total Expenditures          | \$32,339,536 | \$34,131,950 | \$36,022,117 | \$38,014,734 | \$40,115,366 |
| Annual Surplus/(Deficiency) | -            | -            | -            | -            | -            |
| Revenue Increase            | 5.0%         | 5.0%         | 5.0%         | 5.0%         | 5.0%         |

## Projected Performance and Affordability

In 2021, the City's Median Household Income (MHI) was \$46,766<sup>1</sup>, equivalent to \$51,116 in current-day dollars<sup>2</sup>. The current average residential wastewater bill is approximately \$56,204 for a 5/8-inch water meter and 4,000 gallons per month. The median residential stormwater bill is \$5.36 in 2024. The City bills wastewater and stormwater together.

**Table 4** outlines key performance indicators and affordability data for 2025-2029. Our projections confirm that the City can maintain reserve levels and debt service coverage throughout the forecast. Compliance with CWRPDA loan covenants includes three months' O&M reserves and 110% debt service coverage (1.10x); our forecast shows the City should meet both requirements. In addition, the City plans to use a substantial portion of its cash reserves to fund upcoming capital projects, reducing the need for rate increases. The calculations for the metrics outlined in Table 2 are as follows:

- Debt Service Coverage (Net Revenues Available for Debt Service / Total Debt Service),
- Days Cash on Hand (Unrestricted Cash / O&M Expenses \* 365 days),
- MHI Indicator (Total Monthly Bill / (Annual Median Household / 12 Months)).

**Table 4: Key Performance Indicators**

| Residential Indicator      | 2025         | 2026         | 2027         | 2028         | 2029         |
|----------------------------|--------------|--------------|--------------|--------------|--------------|
| Total Monthly Utility Bill | \$58.78      | \$61.46      | \$64.26      | \$67.20      | \$70.30      |
| Annual MHI                 | \$52,598     | \$54,124     | \$55,693     | \$57,308     | \$58,970     |
| Percent of MHI             | 1.34%        | 1.36%        | 1.38%        | 1.41%        | 1.43%        |
| Debt Service Coverage      | 2025         | 2026         | 2027         | 2028         | 2029         |
| Net Revenues               | \$18,483,791 | \$19,890,421 | \$18,565,406 | \$20,159,147 | \$21,699,056 |
| Debt Service               | \$1,515,927  | \$1,522,643  | \$4,346,938  | \$4,342,734  | \$4,350,275  |
| Debt Service Coverage      | 12.19        | 13.06        | 4.27         | 4.64         | 4.99         |
| Operating Reserve          | 2025         | 2026         | 2027         | 2028         | 2029         |
| Operating Reserve (days)   | 90           | 90           | 90           | 90           | 90           |
| Operating Reserve \$       | \$3,042,695  | \$3,136,164  | \$3,232,547  | \$3,331,936  | \$3,468,337  |

<sup>1</sup> Source: <https://www.census.gov/quickfacts/fact/table/pueblacitycolorado/INC110221#INC110221>

<sup>2</sup> Adjusted by historical Employment Cost Index (ECI) – Wages and Salaries provided by the U.S. Bureau of Labor Statistics, <https://www.bls.gov/eci/home.htm>

## Bill Impacts

### Proposed Rates

FCS GROUP recommends future rate increases of 5.0% in 2025 through at least 2033 to meet the City's currently defined financial obligations. **Exhibit 6** shows the existing adopted 2024 rates and the proposed rates through 2028. See Appendix Table 3 for the complete 2024 through 2033 adopted and proposed rates schedule.

**Exhibit 6: Adopted and Proposed Monthly Wastewater Rates**

| Across-the-Board Rate Schedule                | Adopted<br>2024 | Proposed<br>2025 | Proposed<br>2026 | Proposed<br>2027 | Proposed<br>2028 |
|-----------------------------------------------|-----------------|------------------|------------------|------------------|------------------|
| <b>Annual System-Wide Rate Increase</b>       | <b>3.00%</b>    | <b>5.00%</b>     | <b>5.00%</b>     | <b>5.00%</b>     | <b>5.00%</b>     |
| <b>Fixed Monthly charge by Meter Size</b>     |                 |                  |                  |                  |                  |
| 3/4"                                          | \$26.32         | \$27.64          | \$29.02          | \$30.47          | \$31.99          |
| 1"                                            | \$31.31         | \$32.88          | \$34.52          | \$36.25          | \$38.06          |
| 1 1/2"                                        | \$47.13         | \$49.49          | \$51.96          | \$54.56          | \$57.29          |
| 2"                                            | \$70.39         | \$73.91          | \$77.60          | \$81.49          | \$85.56          |
| 3"                                            | \$125.33        | \$131.60         | \$138.18         | \$145.09         | \$152.34         |
| 4"                                            | \$183.84        | \$193.03         | \$202.68         | \$212.82         | \$223.46         |
| 6"                                            | \$301.01        | \$316.06         | \$331.86         | \$348.46         | \$365.88         |
| 8"                                            | \$399.07        | \$419.02         | \$439.97         | \$461.97         | \$485.07         |
| <b>Volume Charge: per kgal of water usage</b> |                 |                  |                  |                  |                  |
| Non-Industrial Use                            | \$6.14          | \$6.45           | \$6.77           | \$7.11           | \$7.46           |
| Industrial Use                                | \$6.14          | \$6.45           | \$6.77           | \$7.11           | \$7.46           |
| Blende Sanitation District Non-Industrial Use | \$4.87          | \$5.11           | \$5.37           | \$5.64           | \$5.92           |
| Blende Sanitation District Industrial Use     | \$4.87          | \$5.11           | \$5.37           | \$5.64           | \$5.92           |
| Septic Haulers                                | \$84.15         | \$88.36          | \$92.78          | \$97.41          | \$102.28         |
| <b>Excessive Strength Surcharge (\$ / lb)</b> |                 |                  |                  |                  |                  |
| BOD <sup>(1)</sup>                            | \$0.38          | \$0.40           | \$0.42           | \$0.44           | \$0.46           |
| TSS <sup>(2)</sup>                            | \$0.19          | \$0.20           | \$0.21           | \$0.22           | \$0.23           |
| <b>Monitoring Charge (\$ / bill)</b>          |                 |                  |                  |                  |                  |
| All Excessive Strength Customers              | \$421.73        | \$442.82         | \$464.96         | \$488.21         | \$512.62         |

(1) Applicable to strength concentrations in excess of 225 milligrams per liter of Biological Oxygen Demand (BOD)

(2) Applicable to strength concentrations in excess of 200 milligrams per liter of Total Suspended Solids (TSS)

## Recommendation

Regular updates to the financial plan are essential to account for shifts in customer growth, volume sales, operating expenses, capital improvement needs, capital financing requirements, inflation, regulatory mandates, and other external influences. These updates provide valuable insights for determining necessary rate adjustments in response to these variables.

While indices like the Consumer Price Index (CPI) offer a general measure of inflation, wastewater costs are influenced by specific factors not fully accounted for by the CPI, such as regulatory changes, infrastructure maintenance, energy costs, and chemical expenses. Consequently, it is crucial for the City to regularly review its wastewater utility financial plan to recognize and address these nuanced factors.

## APPENDIX

Table 1: Revenue Requirement (10-Year Forecast)

| Revenue Requirement                           | Budget               |                      | Projected            |                      |                      |                      |                      |                      |                      |                      |
|-----------------------------------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|
|                                               | FY 2024              | FY 2025              | FY 2026              | FY 2027              | FY 2028              | FY 2029              | FY 2030              | FY 2031              | FY 2032              | FY 2033              |
| <b>Revenues</b>                               |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |
| Rate Revenues Under Existing Rates            | \$ 30,121,475        | \$ 30,198,783        | \$ 30,386,345        | \$ 30,571,366        | \$ 30,754,124        | \$ 30,934,764        | \$ 31,111,989        | \$ 31,284,804        | \$ 31,451,037        | \$ 31,610,513        |
| Non-Rate Revenues                             | <u>808,568</u>       | <u>630,814</u>       | <u>631,005</u>       | <u>631,940</u>       | <u>632,903</u>       | <u>633,897</u>       | <u>635,261</u>       | <u>635,979</u>       | <u>613,252</u>       | <u>614,376</u>       |
| Total Revenues                                | <b>\$ 30,930,043</b> | <b>\$ 30,829,597</b> | <b>\$ 31,017,350</b> | <b>\$ 31,203,305</b> | <b>\$ 31,387,028</b> | <b>\$ 31,568,662</b> | <b>\$ 31,747,251</b> | <b>\$ 31,920,783</b> | <b>\$ 32,064,289</b> | <b>\$ 32,224,889</b> |
| <b>Expenses</b>                               |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |
| Cash Operating Expenses                       | \$ 12,262,275        | \$ 12,339,818        | \$ 12,718,886        | \$ 13,109,773        | \$ 13,512,853        | \$ 14,066,035        | \$ 14,357,150        | \$ 14,799,175        | \$ 15,255,013        | \$ 15,725,102        |
| Existing Debt Service                         | 2,381,695            | 1,515,927            | 1,522,643            | 1,511,299            | 1,507,095            | 1,514,636            | 1,517,739            | -                    | -                    | -                    |
| New Debt Service                              | -                    | -                    | -                    | 2,835,639            | 2,835,639            | 2,835,639            | 2,835,639            | 5,178,219            | 5,178,219            | 5,178,219            |
| System Reinvestment Funding                   | -                    | -                    | -                    | -                    | -                    | -                    | -                    | -                    | -                    | -                    |
| Additions Required to Meet Reserves           | -                    | -                    | -                    | -                    | -                    | -                    | -                    | -                    | -                    | -                    |
| Total Expenses                                | <b>\$ 14,643,970</b> | <b>\$ 13,855,745</b> | <b>\$ 14,241,529</b> | <b>\$ 17,456,711</b> | <b>\$ 17,855,587</b> | <b>\$ 18,416,310</b> | <b>\$ 18,710,527</b> | <b>\$ 19,977,394</b> | <b>\$ 20,433,232</b> | <b>\$ 20,903,320</b> |
| <b>Net Surplus (Deficiency)</b>               | <b>\$ 16,286,074</b> | <b>\$ 16,973,852</b> | <b>\$ 16,775,821</b> | <b>\$ 13,746,594</b> | <b>\$ 13,531,441</b> | <b>\$ 13,152,351</b> | <b>\$ 13,036,723</b> | <b>\$ 11,943,389</b> | <b>\$ 11,631,058</b> | <b>\$ 11,321,569</b> |
| Additions to Meet Coverage                    | -                    | -                    | -                    | -                    | -                    | -                    | -                    | -                    | -                    | -                    |
| Total Surplus (Deficiency)                    | <b>\$ 16,286,074</b> | <b>\$ 16,973,852</b> | <b>\$ 16,775,821</b> | <b>\$ 13,746,594</b> | <b>\$ 13,531,441</b> | <b>\$ 13,152,351</b> | <b>\$ 13,036,723</b> | <b>\$ 11,943,389</b> | <b>\$ 11,631,058</b> | <b>\$ 11,321,569</b> |
| <b>Annual Rate Increase</b>                   | <b>0.00%</b>         | <b>5.00%</b>         | <b>5.00%</b>         | <b>5.00%</b>         | <b>5.00%</b>         | <b>5.00%</b>         | <b>5.00%</b>         | <b>5.00%</b>         | <b>5.00%</b>         | <b>5.00%</b>         |
| <b>Cumulative Rate Increase</b>               | <b>0.00%</b>         | <b>5.00%</b>         | <b>10.25%</b>        | <b>15.76%</b>        | <b>21.55%</b>        | <b>27.63%</b>        | <b>34.01%</b>        | <b>40.71%</b>        | <b>47.75%</b>        | <b>55.13%</b>        |
| Rate Revenues After Increases                 | \$ 30,121,475        | \$ 31,708,723        | \$ 33,500,945        | \$ 35,390,177        | \$ 37,381,830        | \$ 39,481,469        | \$ 41,693,041        | \$ 44,020,861        | \$ 46,467,506        | \$ 49,038,281        |
| Additional Taxes from Rate Increase           | -                    | -                    | -                    | -                    | -                    | -                    | -                    | -                    | -                    | -                    |
| Non-Rate Revenues                             | <u>808,568</u>       | <u>630,814</u>       | <u>631,005</u>       | <u>631,940</u>       | <u>632,903</u>       | <u>633,897</u>       | <u>635,261</u>       | <u>635,979</u>       | <u>613,252</u>       | <u>614,376</u>       |
| Total Operating Revenues After Rate Increases | <b>\$ 30,930,043</b> | <b>\$ 32,339,536</b> | <b>\$ 34,131,950</b> | <b>\$ 36,022,117</b> | <b>\$ 38,014,734</b> | <b>\$ 40,115,366</b> | <b>\$ 42,328,303</b> | <b>\$ 44,656,840</b> | <b>\$ 47,080,758</b> | <b>\$ 49,652,657</b> |
| Net Cash Flow After Rate Increase             | <b>\$ 16,286,074</b> | <b>\$ 18,483,791</b> | <b>\$ 19,890,421</b> | <b>\$ 18,565,406</b> | <b>\$ 20,159,147</b> | <b>\$ 21,699,056</b> | <b>\$ 23,617,775</b> | <b>\$ 24,679,446</b> | <b>\$ 26,647,526</b> | <b>\$ 28,749,337</b> |

Table 2: Fund Balance (10-Year Forecast)

|                                             | Budget               |                      | Projected            |                      |                      |                      |                      |                      |                      |                      |
|---------------------------------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|
| Fund Balance                                | FY 2024              | FY 2025              | FY 2026              | FY 2027              | FY 2028              | FY 2029              | FY 2030              | FY 2031              | FY 2032              | FY 2033              |
| <b>Operating Reserve</b>                    |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |
| Beginning Balance                           | \$ 2,857,290         | \$ 3,023,575         | \$ 3,042,695         | \$ 3,136,164         | \$ 3,232,547         | \$ 3,331,936         | \$ 3,468,337         | \$ 3,540,119         | \$ 3,649,112         | \$ 3,761,510         |
| Net Cash Flow After Rate Increase           | 16,286,074           | 18,483,791           | 19,890,421           | 18,565,406           | 20,159,147           | 21,699,056           | 23,617,775           | 24,679,446           | 26,647,526           | 28,749,337           |
| less: Transfer of Surplus to Capital Fund   | (24,126,945)         | (18,464,671)         | (19,796,952)         | (18,469,023)         | (20,059,757)         | (21,562,655)         | (23,545,994)         | (26,952,148)         | (26,535,128)         | (28,633,424)         |
| Ending Balance                              | \$ 3,023,575         | \$ 3,042,695         | \$ 3,136,164         | \$ 3,232,547         | \$ 3,331,936         | \$ 3,468,337         | \$ 3,540,119         | \$ 3,649,112         | \$ 3,761,510         | \$ 3,877,422         |
| Actual Days of O&M                          | 90 days              | 90 days              | 90 days              | 90 days              | 90 days              | 90 days              | 90 days              | 90 days              | 90 days              | 90 days              |
| Minimum Balance Requirement                 | \$ 3,023,575         | \$ 3,042,695         | \$ 3,136,164         | \$ 3,232,547         | \$ 3,331,936         | \$ 3,468,337         | \$ 3,540,119         | \$ 3,649,112         | \$ 3,761,510         | \$ 3,877,422         |
| Maximum Balance Requirement                 | \$ 3,023,575         | \$ 3,042,695         | \$ 3,136,164         | \$ 3,232,547         | \$ 3,331,936         | \$ 3,468,337         | \$ 3,540,119         | \$ 3,649,112         | \$ 3,761,510         | \$ 3,877,422         |
| <b>Capital Reserve</b>                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |
| Beginning Balance                           | \$ 41,849,749        | \$ 42,295,922        | \$ 64,536,918        | \$ 26,019,245        | \$ 25,912,488        | \$ 7,086,027         | \$ 27,703,263        | \$ 13,387,235        | \$ 15,790,858        | \$ 9,951,185         |
| plus: System Reinvestment Funding           | -                    | -                    | -                    | -                    | -                    | -                    | -                    | -                    | -                    | -                    |
| plus: Transfers from Operating Fund         | 24,126,945           | 18,464,671           | 19,796,952           | 18,469,023           | 20,059,757           | 21,562,655           | 23,545,994           | 26,952,148           | 26,535,128           | 28,633,424           |
| plus: Capital Grants / Other Resources      | -                    | -                    | -                    | -                    | -                    | -                    | -                    | -                    | -                    | -                    |
| plus: SCF Revenue                           | 309,868              | 310,663              | 312,593              | 314,496              | 316,376              | 318,234              | 320,057              | 321,835              | 323,545              | 325,186              |
| plus: Plant Investment Revenue              | 156,096              | 156,497              | 157,469              | 158,428              | 159,375              | 160,311              | 161,229              | 162,125              | 162,986              | 163,813              |
| plus: Revenue Bond Proceeds                 | -                    | -                    | -                    | -                    | -                    | -                    | -                    | -                    | -                    | -                    |
| plus: SRF Loan Proceeds                     | -                    | 39,000,000           | -                    | -                    | -                    | 32,218,697           | -                    | -                    | -                    | -                    |
| plus: Other Loans 2 Proceeds                | -                    | -                    | -                    | -                    | -                    | -                    | -                    | -                    | -                    | -                    |
| plus: Other Loans 3 Proceeds                | -                    | -                    | -                    | -                    | -                    | -                    | -                    | -                    | -                    | -                    |
| plus: Interest Earnings                     | 732,371              | 422,959              | 645,369              | 260,192              | 259,125              | 70,860               | 277,033              | 133,872              | 157,909              | 99,512               |
| Total Funding Sources                       | \$ 67,175,029        | \$ 100,650,712       | \$ 85,449,301        | \$ 45,221,383        | \$ 46,707,121        | \$ 61,416,784        | \$ 52,007,576        | \$ 40,957,216        | \$ 42,970,426        | \$ 39,173,119        |
| less: Capital Expenditures                  | (24,879,107)         | (36,113,793)         | (59,430,056)         | (19,308,895)         | (39,621,094)         | (33,713,521)         | (38,620,341)         | (25,166,359)         | (33,019,241)         | (33,473,507)         |
| Ending Capital Fund Balance                 | \$ 42,295,922        | \$ 64,536,918        | \$ 26,019,245        | \$ 25,912,488        | \$ 7,086,027         | \$ 27,703,263        | \$ 13,387,235        | \$ 15,790,858        | \$ 9,951,185         | \$ 5,699,612         |
| Minimum Target Balance                      | \$ 2,092,895         | \$ 2,454,033         | \$ 3,048,334         | \$ 3,241,423         | \$ 3,637,634         | \$ 3,974,769         | \$ 4,360,972         | \$ 4,612,636         | \$ 4,942,828         | \$ 5,277,563         |
| <b>Combined Beginning Balance</b>           | <b>\$ 44,707,039</b> | <b>\$ 45,319,497</b> | <b>\$ 67,579,613</b> | <b>\$ 29,155,409</b> | <b>\$ 29,145,035</b> | <b>\$ 10,417,963</b> | <b>\$ 31,171,601</b> | <b>\$ 16,927,355</b> | <b>\$ 19,439,969</b> | <b>\$ 13,712,695</b> |
| <b>Combined Ending Balance</b>              | <b>\$ 45,319,497</b> | <b>\$ 67,579,613</b> | <b>\$ 29,155,409</b> | <b>\$ 29,145,035</b> | <b>\$ 10,417,963</b> | <b>\$ 31,171,601</b> | <b>\$ 16,927,355</b> | <b>\$ 19,439,969</b> | <b>\$ 13,712,695</b> | <b>\$ 9,577,035</b>  |
| Ending Total Days of Operating Expenditures | 1,349 days           | 1,999 days           | 837 days             | 811 days             | 281 days             | 809 days             | 430 days             | 479 days             | 328 days             | 222 days             |
| Combined Minimum Target Balance             | 5,116,470            | 5,496,728            | 6,184,497            | 6,473,970            | 6,969,570            | 7,443,106            | 7,901,091            | 8,261,748            | 8,704,338            | 9,154,986            |



Table 3: Adopted and Proposed Rate Schedule

| Across-the-Board Rate Schedule                | Previous<br>2022 | Existing<br>2023 | Adopted<br>2024 | Proposed<br>2025 | Proposed<br>2026 | Proposed<br>2027 | Proposed<br>2028 | Proposed<br>2029 | Proposed<br>2030 | Proposed<br>2031 | Proposed<br>2032 | Proposed<br>2033 |
|-----------------------------------------------|------------------|------------------|-----------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|
| <b>Annual System-Wide Rate Increase</b>       |                  |                  | <b>3.00%</b>    | <b>5.00%</b>     | <b>5.00%</b>     | <b>5.00%</b>     | <b>5.00%</b>     | <b>5.00%</b>     | <b>5.00%</b>     | <b>5.00%</b>     | <b>5.00%</b>     | <b>5.00%</b>     |
| <b>Fixed Monthly charge by Meter Size</b>     |                  |                  |                 |                  |                  |                  |                  |                  |                  |                  |                  |                  |
| 3/4"                                          | \$24.34          | \$25.56          | \$26.32         | \$27.64          | \$29.02          | \$30.47          | \$31.99          | \$33.59          | \$35.27          | \$37.03          | \$38.89          | \$40.83          |
| 1"                                            | \$28.95          | \$30.40          | \$31.31         | \$32.88          | \$34.52          | \$36.25          | \$38.06          | \$39.96          | \$41.96          | \$44.06          | \$46.26          | \$48.57          |
| 1 1/2"                                        | \$43.58          | \$45.76          | \$47.13         | \$49.49          | \$51.96          | \$54.56          | \$57.29          | \$60.15          | \$63.16          | \$66.32          | \$69.63          | \$73.11          |
| 2"                                            | \$65.09          | \$68.34          | \$70.39         | \$73.91          | \$77.60          | \$81.49          | \$85.56          | \$89.84          | \$94.33          | \$99.05          | \$104.00         | \$109.20         |
| 3"                                            | \$115.89         | \$121.68         | \$125.33        | \$131.60         | \$138.18         | \$145.09         | \$152.34         | \$159.96         | \$167.95         | \$176.35         | \$185.17         | \$194.43         |
| 4"                                            | \$169.98         | \$178.48         | \$183.84        | \$193.03         | \$202.68         | \$212.82         | \$223.46         | \$234.63         | \$246.36         | \$258.68         | \$271.62         | \$285.20         |
| 6"                                            | \$278.32         | \$292.24         | \$301.01        | \$316.06         | \$331.86         | \$348.46         | \$365.88         | \$384.17         | \$403.38         | \$423.55         | \$444.73         | \$466.97         |
| 8"                                            | \$369.00         | \$387.45         | \$399.07        | \$419.02         | \$439.97         | \$461.97         | \$485.07         | \$509.33         | \$534.79         | \$561.53         | \$589.61         | \$619.09         |
| <b>Volume Charge: per kgal of water usage</b> |                  |                  |                 |                  |                  |                  |                  |                  |                  |                  |                  |                  |
| Non-Industrial Use                            | \$5.67           | \$5.96           | \$6.14          | \$6.45           | \$6.77           | \$7.11           | \$7.46           | \$7.84           | \$8.23           | \$8.64           | \$9.07           | \$9.53           |
| Industrial Use                                | \$5.67           | \$5.96           | \$6.14          | \$6.45           | \$6.77           | \$7.11           | \$7.46           | \$7.84           | \$8.23           | \$8.64           | \$9.07           | \$9.53           |
| Blende Sanitation District Non-Industrial Use | \$4.51           | \$4.73           | \$4.87          | \$5.11           | \$5.37           | \$5.64           | \$5.92           | \$6.22           | \$6.53           | \$6.85           | \$7.20           | \$7.55           |
| Blende Sanitation District Industrial Use     | \$4.51           | \$4.73           | \$4.87          | \$5.11           | \$5.37           | \$5.64           | \$5.92           | \$6.22           | \$6.53           | \$6.85           | \$7.20           | \$7.55           |
| Septic Haulers                                | \$77.81          | \$81.70          | \$84.15         | \$88.36          | \$92.78          | \$97.41          | \$102.28         | \$107.40         | \$112.77         | \$118.41         | \$124.33         | \$130.54         |
| <b>Excessive Strength Surcharge (\$ / lb)</b> |                  |                  |                 |                  |                  |                  |                  |                  |                  |                  |                  |                  |
| BOD <sup>(1)</sup>                            | \$0.38           | \$0.38           | \$0.38          | \$0.40           | \$0.42           | \$0.44           | \$0.46           | \$0.48           | \$0.51           | \$0.53           | \$0.56           | \$0.59           |
| TSS <sup>(2)</sup>                            | \$0.19           | \$0.19           | \$0.19          | \$0.20           | \$0.21           | \$0.22           | \$0.23           | \$0.24           | \$0.25           | \$0.27           | \$0.28           | \$0.29           |
| <b>Monitoring Charge (\$ / bill)</b>          |                  |                  |                 |                  |                  |                  |                  |                  |                  |                  |                  |                  |
| All Excessive Strength Customers              | \$389.95         | \$409.45         | \$421.73        | \$442.82         | \$464.96         | \$488.21         | \$512.62         | \$538.25         | \$565.16         | \$593.42         | \$623.09         | \$654.24         |

(1) Applicable to strength concentrations in excess of 225 milligrams per liter of Biological Oxygen Demand (BOD)

(2) Applicable to strength concentrations in excess of 200 milligrams per liter of Total Suspended Solids (TSS)



**Background Paper for Proposed Ordinance**

**COUNCIL MEETING DATE:** August 12, 2024

**TO:** President Mark Aliff and Members of City Council

**CC:** Mayor Heather Graham

**VIA:** Marisa Stoller, City Clerk

**FROM:** Carla Sikes, City Attorney

**SUBJECT:** AN ORDINANCE APPROVING AN ENGAGEMENT AGREEMENT WITH KONCILJA ENERGY LAW AND POLICY FOR REPRESENTATION IN PUBLIC UTILITIES COMMISSION PROCEEDING NO. 24AL-0275E, APPROVING THE CORRESPONDING JOINT INTEREST AGREEMENT, AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME

**SUMMARY:**

This Ordinance approves an engagement agreement with Koncilja Energy Law and Policy to represent the City in Public Utilities Commission Proceeding No. 24AL-0275E, approves the corresponding Joint Representation Agreement and authorizes the Mayor to sign the same.

**PREVIOUS COUNCIL ACTION:**

No prior Council action exists with respect to this matter.

**BACKGROUND:**

On June 14, 2024, Black Hills filed a rate increase review with the Colorado Public Utilities Commission ("PUC") to update its electric rates for its southern Colorado electric system, which serves over 100,000 customers in Pueblo, Cañon City, Rocky Ford and surrounding communities. Black Hills claims the purpose of this increase is to recover necessary infrastructure investment and operating costs, including pay and benefits for local employees.

Black Hills' rate increase request is currently pending before the Public Utilities Commission, Proceeding No. 24AL-0275E. The requested rate increase will have a drastic negative impact on the citizens of Pueblo. Pueblo County and the Pueblo Economic Development Corporation ("PEDCO") will be similarly affected. The interests of the City, Pueblo County and PEDCO are aligned against Black Hills.

The Joint Representation Agreement sets forth the obligations of Koncilja Energy Law and Policy to each of the parties to the Agreement. It also provides the rights and responsibilities of the parties as to each other. Pueblo County and PEDCO have already signed the Joint Representation Agreement.

**FINANCIAL IMPLICATIONS:**

Koncilja Law and Policy will charge \$495 per hour for Frances Koncilja's time and \$95 per hour for paralegal time. This rate will be billed 1/3 to each party to the Joint Representation Agreement.

**BOARD/COMMISSION RECOMMENDATION:**

Not applicable to this Ordinance.

**STAKEHOLDER PROCESS:**

Not applicable to this Ordinance.

**ALTERNATIVES:**

City Council could decide not to approve the Engagement Agreement and Joint Interest Agreement.

**RECOMMENDATION:**

Approval of the Ordinance.

**ATTACHMENTS:**

1. Frances Koncilja Black Hills - PUC Rate Case Engagement Agreement
2. Frances Koncilja Black Hills - PUC Rate Case Joint Interest Agreement
3. Frances Koncilja Black Hills - PUC Rate Case Exhibit A

ORDINANCE NO.

AN ORDINANCE APPROVING AN ENGAGEMENT AGREEMENT WITH KONCILJA ENERGY LAW AND POLICY FOR REPRESENTATION IN PUBLIC UTILITIES COMMISSION PROCEEDING NO. 24AL-0275E, APPROVING THE CORRESPONDING JOINT INTEREST AGREEMENT, AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME

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

SECTION 1.

The Engagement Agreement retaining Koncilja Public Energy Law and Policy and the corresponding Joint Representation Agreement, attached hereto and having each been approved as to form by the City Attorney, are hereby approved.

SECTION 2.

The Mayor is hereby authorized to execute said Agreements for, and on behalf of, the City, and the City Clerk is authorized to affix the seal of the City thereto and attest same. The Mayor is further authorized to execute any and all other documents, consistent with and not materially different than the Joint Representation Agreement, which may contain privileged and confidential information.

SECTION 3.

The officers and staff of the City are authorized to perform any and all acts consistent with this Ordinance and the attached Agreements 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

## **AGREEMENT**

THIS AGREEMENT, effective July XX, 2024, is entered into by and between the City of Pueblo (hereinafter referred to as "City"), and Koncilja Public Energy Law and Policy, LLC (hereinafter referred to the "Firm").

WITNESSETH:

WHEREAS City requires legal counsel to represent the interests of the City and its residents in Proceeding No 24AL-0245E before the Colorado Public Utilities Commission in which Black Hills of Colorado, LLC is requesting to increase base rate revenues and electric rates.

WHEREAS the Firm is capable and qualified to represent the City and its citizens regarding said matter at the Colorado Public Utility Commission and the parties desire to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

### **I. ENGAGEMENT OF FIRM**

City hereby engages and the Firm hereby accepts such engagement and is hired to perform the work and services more particularly described herein and upon all of the terms and conditions set forth in this Agreement.

### **II. SCOPE OF WORK AND FEES**

The Scope of Work ("Work") to be performed by the Firm is more particularly described in Exhibit A ("Engagement Letter") attached hereto and incorporated herein by this reference. The parties agree that as Work commences if the Work changes the parties agree to jointly prepare an Amendment or Addendum to this Agreement to reflect any such change, definition and/or refinement as may occur and be agreed upon by both parties.

### **III. COMPENSATION**

Compensation for the services of the Firm shall be according to the fee structure and terms as set forth in Exhibit A. Pueblo agrees to pay such compensation incurred in the performance of the Work in accordance with Exhibit A.

### **IV. NO MULTI-FISCAL YEAR OBLIGATION ON CITY**

This Agreement is expressly made subject to the limitations of the Colorado Constitution. Nothing herein shall constitute, nor deemed to constitute, the creation of a debt or multi-year fiscal obligation or an obligation of future appropriations by the City, contrary to Article X, § 20 Colorado Constitution or any other constitutional or statutory debt limitation. The obligations of

the City under this Agreement are subject to annual appropriations made for that purpose by the Board of City Commissioners.

## **V. TERMINATION**

This Agreement may be terminated as follows:

a). **By City.** (i) For its convenience with 30 days notice to the Firm, or (ii) for cause if the Firm materially breaches this Agreement through no fault of City and the Firm neither cures such material breach nor makes reasonable progress towards cure within ten days after City has given written notice of the alleged breach to the Firm.

b). **By the Firm.** (i) For its convenience with 30 days notice to the City; or (ii) for cause if City materially breaches this Agreement through no fault of the Firm and City neither cures such material breach nor makes reasonable progress towards cure within ten days after the Firm has given written notice of the alleged breach to City.

c). **Payment Upon Termination.** In the event of termination, the Firm shall perform such additional work at the direction of the City as is reasonably necessary for the orderly closing of the Work. The Firm shall be compensated for all work performed prior to the effective date of termination, plus work required by the City for the orderly closing of the Work.

## **VI. INDEMNIFICATION**

The Firm agrees to indemnify, hold harmless and, not excluding the City's right to participate, defend City, its subsidiary, parent, associated and/or affiliated entities, successors, or assigns, its elected officials, trustees, employees, agents, volunteers, and any jurisdiction or agency issuing permits for any negligent work or intentional misconduct by the Firm, hereinafter referred to as indemnitee, from all suits and claims, including attorney's fees and cost of litigation, actions, loss, damage, expense, cost or claims of any character or any nature arising out of the work done by the Firm in fulfillment of the terms of this Agreement or on account of any act, claim or amount arising or recovered under workers' compensation law or arising out of the failure of the Firm to conform to any statutes, ordinances, regulation, law or court decree. It is agreed that the Firm will be responsible for primary loss investigation, defense, and judgment costs where this Agreement of indemnity applies. In consideration of the award of a contract, the Firm agrees to waive all rights of subrogation against the City, its subsidiary, parent, associated and/or affiliated entities, successors, or assigns, its elected officials, trustees, employees, agents, and volunteers for losses arising from the work performed by the Firm for the City. By requiring this right to indemnification, the City in no way waives or intends to waive the immunity protections provided to the City and its employees under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*

## **VII. INDEPENDENT CONTRACTOR**

The parties understand and agree that the Firm shall, at all times during the term of this Agreement, be deemed an independent contractor and not an employee of the City, and shall be responsible

for, and obligated to pay on behalf of its employees, all withholding taxes, social security, unemployment, Workers' compensation, and/or other taxes and shall indemnify and hold the City harmless from and against any and all claims for the same period. The Firm acknowledges and agrees that all of its personnel are its employees only, and not employees or agents of the City for any purpose whatsoever, including for purposes of Workers' Compensation. The Firm has no authority to enter into contracts or other binding obligations on behalf of the City.

#### **VIII. PROHIBITION ON PUBLIC CONTRACTS FOR SERVICES REGARDING EMPLOYMENT OF UNDOCUMENTED IMMIGRANTS**

If the Firm has any employees or subcontractors, the Firm shall comply with the provisions of C.R.S. § 8-17.5-101, *et seq.* and this Agreement. The Firm shall not knowingly employ or contract with an undocumented immigrant to perform work under this contract; or enter into a contract with a subcontractor that knowingly employs or contracts with an undocumented immigrant to perform work under this Agreement.

By execution of this Agreement, the Firm certifies that it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement and that the Firm will participate in either the Federal E-Verify Program or the Colorado Department of Labor & Employment's "Department Program" as identified in C.R.S. §§ 8-17.5-101 (3.7) and (3.3), in order to confirm the eligibility of all employees who are newly hired for employment to perform work under this Agreement.

- A. The Firm shall not:
  - (i) Knowingly employ or contract with an undocumented immigrant to perform work under this Agreement; or
  - (ii) Enter into a contract with a subcontractor that fails to certify to the Firm that the subcontractor shall not knowingly employ or contract with an undocumented immigrant to perform work under this Agreement.
- B. The Firm has confirmed the employment eligibility of all employees who are newly hired for employment to perform Work under this Agreement through participation in either the E-Verify Program or Department Program.
- C. If the Firm obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an undocumented immigrant, the Firm shall:
  - (i) Notify the subcontractor and the City within three (3) days that the Firm has actual knowledge that the subcontractor is employing or contracting with an undocumented immigrant; and
  - (ii) Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to sub-paragraph (i) above, the subcontractor does not stop employing or contracting with the illegal alien;



except that the Firm shall not terminate the contract with the subcontractor if during such three days, the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

- D. The Firm shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).
- E. If the Firm violates this provision of this Agreement, the City may terminate this contract for breach of contract and the Firm shall be liable for actual and consequential damages to the City as required by law.
- F. The City will notify the Office of the Secretary of State if the Firm violates this provision of the Agreement, and the City terminates the Agreement for such breach.

## **IX. NOTICES**

Any notices required or permitted under this Agreement shall be by personal delivery, electronic mail, or Certified Mail sent the United States Post Office at the addresses set forth below:

### **Notice to CITY**

Pueblo City Attorney's Office  
ATTN : Carla L. Sikes  
City of Pueblo Department of Law  
One City Hall Place  
Pueblo, CO 81003  
Phone : (719) 562-3896  
E-Mail : [csikes@pueblo.us](mailto:csikes@pueblo.us)

### **Notice to KONCILJA PUBLIC ENERGY LAW AND POLICY, LLC**

Frances Koncilja  
555 S. Harrison Lane  
Denver, Co 80209  
Phone : (303) 956-3160  
E-Mail : [fkoncilja@koncilja.com](mailto:fkoncilja@koncilja.com)

## **X. GOVERNING LAW**

This Agreement shall be construed and interpreted under the laws of the State of Colorado.

## **XI. SEVERABILITY**

In the event one or more, but not all, of the provisions of this Agreement are declared to be unlawful or unenforceable by a Court of competent jurisdiction, such determination shall not affect the legality or enforceability of the remainder of the terms and provisions of this Agreement.

## **XII. BINDING**

When executed by the parties hereto, this Agreement shall be a binding agreement and shall inure to the benefit of and be binding upon the parties hereto, their successors and permitted assigns.

## **XIII. MODIFICATION AND ASSIGNMENT**

This Agreement may be modified only by a writing signed by each of the parties hereto. Neither party may assign this Agreement without the express written permission of the other party which permission may be denied for any reason, including an arbitrary reason.

## **XIV. DUPLICATES**

This Agreement may be executed in duplicate original counterparts, each of which shall constitute an original but all which shall constitute one and the same document.

IN WITNESS WHEREOF, the parties have executed this Agreement effective July XX, 2024.

**KONCILJA ENERGY LAW AND POLICY, LLC**  
**BY:**

\_\_\_\_\_  
Frances Koncilja Date

**CITY OF PUEBLO**  
**BY:**

\_\_\_\_\_  
Heather Graham, Mayor Date

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney Date

## **JOINT REPRESENTATION AGREEMENT**

### **I. PARTIES**

On June 14, 2024, Black Hills Colorado Electric, LLC (“Black Hills”) filed with the Colorado Public Utility Commission, its Advice Letter No. 871 to Increase Base Rate Revenues and Rates in Proceeding No. 24A-0275E. (“Black Hills Rate Case”). The below parties have similar interests and have agreed to jointly dispute the matters asserted by Black Hills and to retain Koncilja Energy Law and Policy, LLC (Law Firm”) to jointly represent them.

The parties to this Agreement effective July X, 2024are:

- A. Pueblo County, (“County”)
- B. The City of Pueblo (“City”)
- C. Pueblo Economic Development Corporation (“PEDCO”)

### **II. DEFINITIONS**

- A. The term “Party” or “Parties” includes each person or entity executing this Agreement and their agents, assigns, employees, representatives, and successors.
- B. “Black Hills Rate Case” refers Proceeding No. 24A-0275E filed with the Colorado Public Utilities Commission on June 14,2024.

### **III. RECITALS**

A. In the Black Hills Rate Case, Black Hills seeks and additional \$36,760,812 from residents, businesses and commercial industry in their service territory which includes the City and the County. These rate increases are, on average, an increase of approximately 21% across all classes of customers and could be as high as 28%. Among other items, Black Hills seeks approval of a higher profit in the amount of 10.5% and changes to depreciation schedules, changes to net metering for solar customers, as well as the use of different rate schedules.

B. City, County and PEDCO have common interests, claims and interests in the Black Hills Rate Case and believe they will mutually benefit from a coordinated investigation, preparation and assertion of claims and defenses in the Black Hills Rate Case and the sharing of attorney fees and costs.

C. In order to facilitate the preparation and assertion of the claims, Parties desire to work together, share certain communications and information, and coordinate interests in the Black Hills Rate Case without jeopardizing or waiving any attorney-client, work product, accountant-client, or other privilege.

#### IV. AGREEMENT

The Parties agree as follows:

A. Any communications among the Parties or their Counsel on matters of common interest in the investigation, preparation and prosecution of claims and/or possible settlement of the Black Hills Rate Case are intended to and shall remain privileged and confidential communications to the fullest extent allowable by applicable law and ethical standards.

B. This Agreement covers all materials, documents, information, discussions, or any other matters that have been shared or disclosed among the Parties, their Counsel and Firm since the filing of the Black Hills Rate Case

C. Each signatory to this Agreement has the right to terminate its participation at any time. Termination shall be effective upon tendering express written notice to each Party, with a copy to Law Firm. A terminating Party remains bound to maintain the confidentiality of all Joint Interest Materials under this Agreement and information derived therefrom.

|                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                               |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>By: _____<br/>Heather Graham, Mayor<br/>City of Pueblo<br/>One City Hall Place<br/>Pueblo, Co 81003</p> <p>APPROVED AS TO FORM:</p> <p>By: _____<br/>Carla L. Sikes, City Attorney<br/>City of Pueblo<br/>One City Hall Place<br/>Pueblo, CO 81003<br/>719-562-3896<br/><a href="mailto:csikes@pueblo.us">csikes@pueblo.us</a></p> | <p>Pueblo County Attorney</p> <p>By:<br/>Cynthia L. Mitchell<br/>Pueblo County Attorney<br/>215 W. 10<sup>th</sup> Street<br/>Pueblo Co 81003<br/>719-583-6636<br/><a href="mailto:mitchelc@pueblocounty.us">mitchelc@pueblocounty.us</a></p> |
| <p>Jeff Shaw</p> <p>President Pueblo Economic Development Corp ("PEDCO")</p>                                                                                                                                                                                                                                                          | <p>By: _____<br/>Frances Koncilja<br/>Koncilja Energy Law and Policy, LLP<br/>555 S. Harrison Lane<br/>Denver, Co 80209<br/>303-956-3160<br/><a href="mailto:fkoncilja@koncilja.com">fkoncilja@koncilja.com</a></p>                           |

## EXHIBIT A

1. Scope of Work—Firm will represent the City of Pueblo, Pueblo County and Pueblo Economic Development Corporation (“PEDCO”) jointly referred to as “Clients.” in opposing the request by Black Hills of Colorado filed before the Colorado Public Utilities Commission as 24AL-0275E (“Black Hills Rate Case”)
2. Firm will charge the amount of \$495 per hour which includes normal photocopying, postage, delivery expenses and long distance phone charges. Firm may also use the services of a paralegal whose hourly rate is \$95. Clients each agree to pay 1/3 of the hourly rate billed on a monthly basis as well as 1/3 of any expenses. The above hourly rate does not include extraordinary expenses, such as expert consultants (if approved by Clients) and/or delivery of large packets of information or presentations. These items will be billed at cost without any markup.
3. Colorado Rules of Professional Conduct 1.7 and 1.8 govern conflicts of interest. Clients and Firm believe that there is a unity of interests among all of the Clients. Black Hills is proposing that in order to avoid “rate shock” to residential customers, the industrial and commercial customers be charged rates in excess of what the Black Hills cost of service study indicates. Black Hills refers to this shifting of costs as “rate mitigation.” To the extent that such rate mitigation creates a conflict of interest, each Client provides consent to this joint representation and waives any conflict. In the event that any of the Clients asserts that the amount of rate mitigation discussed in settlement creates an unwaivable conflict of interest, Firm retains the right to determine which of the Clients to continue to represent and the Client asserting the conflict of interest will obtain the services of separate counsel and agrees not to assert the conflict of interest to disqualify Firm from representing the remaining clients.
4. Any amendment to this Exhibit A shall be in writing.



**Background Paper for Proposed  
Resolution**

**COUNCIL MEETING DATE:** August 12, 2024

**TO:** President Mark Aliff and Members of City Council

**CC:** Mayor Heather Graham

**VIA:** Marisa Stoller, City Clerk

**FROM:** Mark Aliff, President

**SUBJECT:** A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2024 GENERAL FUND BUDGET TO PUEBLO CHAMBER OF COMMERCE IN THE AMOUNT OF \$2,500 TO SPONSOR THE 4TH ANNUAL PUEBLO CHILE FESTIVAL BALLOON FEST ON SEPTEMBER 20–22, 2024

**SUMMARY:**

Attached for consideration is a request for support of the Pueblo Chamber of Commerce in the amount of \$2,500 to sponsor the 4th Annual Pueblo Chile Festival Balloon Fest on September 20 - 22, 2024 during Chile Fest Weekend.

**PREVIOUS COUNCIL ACTION:**

Council supported this event for \$2,500 in 2023 and 2022.

**BACKGROUND:**

City Council President Mark Aliff is requesting \$2,500 to support the 4th Annual Pueblo Chile Festival Balloon Fest on September 20 - 22, 2024 during Chile Fest Weekend. This year's goal is to bring in 30 balloons to celebrate the 30th year of the Pueblo Chile & Frijole Festival. With balloons from Utah, Wyoming, Texas, New Mexico and, of course, Colorado, excitement is building. Last year had over 17,000 spectators over the weekend to enjoy the event. Having the event on the Langoni Soccer Fields steps up the experience and makes it safer for both the spectators and the balloonists.

Balloons typically fly in the early morning, 7am-9am which creates a longer day & greater experience for the locals and out of town visitors, and increases revenue during the Chile Fest. This will give people something to do earlier in the day and stay longer, increasing the tourism income for the city and community with sales tax revenues; a win-win for all! The balloon fest will also help draw a different crowd that might not otherwise visit Pueblo or attend the Chile Festival.

Last year's city sponsorship was used exclusively to bring the pilots and their expensive equipment to Pueblo by providing lodging, meals, propane, and travel expenses. By doing this, it is keeping free admission to this unique event for everyone.

**FINANCIAL IMPLICATIONS:**

Payment of funds in the amount of \$2,500 would be paid from the Council Contingencies Account in the 2024 General Fund Budget to the Pueblo Chamber of Commerce.

**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 President Mark Aliff.

**ATTACHMENTS:**

1. Balloon Fest 2024SponsorshipForm (1)
2. Balloon Fest 2024SponsorshipForm (2)
3. Balloon Fest 2024SponsorshipForm (3)
4. Balloon Fest 2024SponsorshipForm (4)
5. Balloon Fest Sec of State Chamber
6. 2024 Contingencies (Council) Balloon Fest

RESOLUTION NO. 15720

A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2024 GENERAL FUND BUDGET TO PUEBLO CHAMBER OF COMMERCE IN THE AMOUNT OF \$2,500 TO SPONSOR THE 4TH ANNUAL PUEBLO CHILE FESTIVAL BALLOON FEST ON SEPTEMBER 20-22, 2024

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Payment in the amount of \$2,500 from the Council Contingencies Account in the 2024 General Fund Budget is authorized to be paid to Pueblo Chamber of Commerce in the amount of \$2,500 to sponsor the 4th Annual Pueblo Chile Festival Balloon Fest on September 20 - 22, 2024 during Chile Fest Weekend.

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.

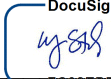
SECTION 3.

This Resolution shall become effective upon passage and approval.

INTRODUCED: August 12, 2024

BY: Brett Boston  
MEMBER OF CITY COUNCIL

APPROVED: Mark Aliff  
PRESIDENT OF CITY COUNCIL

ATTESTED BY:   
CITY CLERK





## 2024 Pueblo Chile Balloon Fest Sponsor Form

### Business Information - as it should appear in marketing:

|                   |  |  |  |
|-------------------|--|--|--|
| Business Name     |  |  |  |
| Business Address: |  |  |  |
| Business Phone:   |  |  |  |
| Company Website:  |  |  |  |
| Contact Person:   |  |  |  |
| Contact Phone#    |  |  |  |
| Contact Email     |  |  |  |

|                    |                |                |                |         |
|--------------------|----------------|----------------|----------------|---------|
| Sponsorship Level: |                |                |                | T-shirt |
| Please circle one  | <b>\$1,500</b> | <b>\$2,500</b> | <b>\$5,000</b> | Size    |
| Passenger Names:   |                |                |                |         |
|                    |                |                |                |         |
|                    |                |                |                |         |
|                    |                |                |                |         |

**Please make checks payable to the Greater Pueblo Chamber of Commerce and mail your check with a copy of this form to:**

Pueblo Chamber of Commerce  
 Balloon Fest  
 302 Santa Fe Dr  
 Pueblo, CO 81003

**Please email a digital file of your logo to [cbeyond@live.com](mailto:cbeyond@live.com) as soon as possible. If you have any questions on the format of the file please contact Sally at 719-250-3500**

valid formats are .jpg / .png / .bitmap

June 20, 2024

City of Pueblo Mayors Office  
Mayor Heather Graham,  
President Mark Aliff;



Re: Sponsorship of the Colorado High Balloon for the 4th Annual Pueblo Chile Festival Balloon Fest.

We are excited to bring the 4th Annual Pueblo Chile Festival Balloon Fest back, even bigger this year! We are hoping to grow the Balloon Fest to be just as much a flagship event as The Pueblo Chile Festival is for the community. The pilots love flying in Pueblo as we still have large open spaces and great landing spots! (Just as important as launch sites!) We are creating a great buy in with both sponsors and balloons anxious to return. We are working to bring in 30 balloons to celebrate the 30<sup>th</sup> year of the Pueblo Chile & Frijole Festival. With balloons from Utah, Wyoming, Texas, New Mexico and of course Colorado, we are building excitement. We had over 17,000 spectators over the weekend last year enjoy the event. Having the event on the Langoni Soccer Fields steps up the experience and makes it safer for both the spectators and the balloonists. We are very excited about all of the improvements this year. The event lit up social media for weeks after the event – and we’ve seen a strong following on the event pages.

Balloons typically fly in the early morning, 7am-9am which creates a longer day & greater experience for the locals and out of town visitors, increases revenue during the Chile Fest. We believe this will give people something to do earlier in the day & stay longer, increasing the tourism income for the city & community with sales tax revenues; a win-win for all! The balloon fest will also help draw on a different crowd that might not otherwise visit Pueblo or attend the Chile Festival .

The Mayor’s Office and the Pueblo City Council shared the sponsored the event last year at the \$5,000 level. These sponsorships were used exclusively to bring the pilots and their expensive equipment to Pueblo by providing lodging, meals, propane, and travel expenses. By doing this, it is keeping free admission to this unique event for everyone. The sponsorship also comes with a balloon ride for 4 people of your choosing and all of the marketing included in the attached sponsor levels. We are hoping that you continue to support this event as we build it into a unique cornerstone event for our city as Pueblo changes its face as a destination and becomes the place to live.

Thank you for your consideration and support for this undertaking! Please let us know if you need any additional information

Best Regards,

Bret Verna  
Sally Carter  
719-250-3500  
[cbeyond@live.com](mailto:cbeyond@live.com)



## ***PUEBLO CHILE BALLOON FEST***

**September 20 - 22 , 2024**

### **Tentative Schedule**

All balloon flights and glows are weather permitting

#### **Friday - September 20th:**

6:45 am – Media flight from Langoni Soccer Fields at 24<sup>th</sup> & High.

5:30 pm - Pilot and sponsor meet & greet dinner

7:00 pm –Xfinity Balloon & friends glow on the riverwalk, corner of So Main St & Alan Hamel Ave (gentle winds permitting)

#### **Saturday Morning – September 21<sup>st</sup> - Balloon Launch**

6:15 am - Meet at Langoni Soccer fields - 24<sup>th</sup> & High St

6:30 am - Pilots briefing and inflation

6:45 - 7:00 am -- Balloon Launch

After flight – meet back at the field for catered tailgate lunch, post flight ceremony and re-fueling

#### **Saturday Evening – September 21st - Balloon Glow**

7:00 pm – Xfinity Balloon & friends glow on the riverwalk, corner of So Main St & Alan Hamel Ave (gentle winds permitting)

#### **Sunday Morning – September 22nd - Balloon Launch**

6:15 am - Meet at the Langoni fields - 24<sup>th</sup> & High St

6:30 am - Pilots briefing and inflation

6:45 - 7:00 am -- Balloon Launch

After flight – meet back at the field for catered tailgate lunch, post flight ceremony and re-fueling



**September 20-22<sup>th</sup>, 2024**  
**4th ANNUAL PUEBLO CHILE BALLOON FEST**  
**SPONSORSHIP LEVELS**

**\$1,500 Level - Mild** 

Hot air balloon ride for 2 people (weather permitting)  
Balloon Basket Banner (Sponsor Name)  
Advertising in Balloon Fest printed program & online publications  
Company Logo on Balloon Fest banners at main gates of Chile Festival & launch field  
Friday night meet & greet with the balloon pilots & crew  
Saturday after flight tail-gate  
4 each 3 day passes to the Chile and Frijole Festival & 2 Pueblo Chile Balloon Fest t-shirts

**\$2,500 Level - Spicy** 

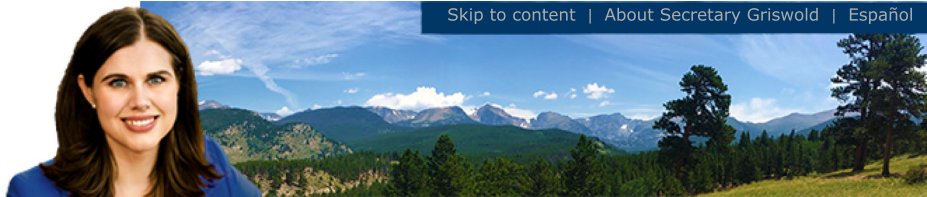
Hot air balloon ride for 3 people (weather permitting)  
Balloon Basket Banner (Sponsor Name)  
Advertising in Balloon Fest printed program & online publications.  
Medium Company Logo on Balloon Fest banners at main gates of Chile Festival & launch field  
Friday night meet & greet with the balloon pilots & crew  
Saturday after flight tail-gate  
6 each 3 day passes to the Chile and Frijole Festival & 3 Pueblo Chile Balloon Fest t-shirts  
Digital, Social Media, Radio and Print Advertising  
Logo included on Official Poster, Festival T-shirt & 75,000 Entertainment Guides

**\$5,000 Level - Fire Breathing** 

Hot air balloon ride for 4 people (weather permitting)  
Balloon Basket Banner (Sponsor Name)  
Advertising in Balloon Fest printed program & online publications  
Large Company Logo on Balloon Fest banners at main gates of the Chile Festival & launch field  
Friday night meet & greet with the balloon pilots & crew  
Saturday after flight tail-gate  
8 each 3 day passes to the Chile and Frijole Festival & 4 Pueblo Chile Balloon Fest t-shirts  
Digital, Social Media, Radio and Print Advertising  
Logo included on Official Poster, Festival T-shirt & 75,000 Entertainment Guides

**< \$1,000 Friends of the Balloons**

Digital & Social Media - 2 t-shirts - Field Banner tickets to the Chile and Frijole Festival



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## Organization Record Confirmation

**Review and select "Confirm" if this entity is the correct business organization.**

---

|                                          |                                           |
|------------------------------------------|-------------------------------------------|
| <b>ID Number:</b>                        | 19871091067                               |
| <b>Name:</b>                             | PUEBLO CHAMBER OF COMMERCE                |
| <b>Principal Street Address:</b>         | 302 N Santa Fe Ave, Pueblo, CO, 81003, US |
| <b>Principal Mailing Address:</b>        | 3 Wren Way, Pueblo, CO, 81005, US         |
| <b>Registered Agent:</b>                 | DUANE NAVA                                |
| <b>Registered Agent Street Address:</b>  | 302 N Santa Fe Ave, Pueblo, CO, 81003, US |
| <b>Registered Agent Mailing Address:</b> | 3 Wren Way, Pueblo, CO, 81005, US         |
| <b>Status:</b>                           | Good Standing                             |
| <b>Form:</b>                             | Nonprofit Corporation                     |
| <b>Jurisdiction:</b>                     | CO                                        |
| <b>Formation Date:</b>                   | 1910-06-03                                |

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[Previous Page](#)

[Confirm](#)

| DATE      | BALANCE IN 2024 CONTINGENCIES ACCOUNT                   |  | DEBIT       | CREDIT | BALANCE       |
|-----------|---------------------------------------------------------|--|-------------|--------|---------------|
|           | Beginning Balance                                       |  |             |        | \$ 100,000.00 |
| Bal. Fwd. | Desiree Tamlich - Mural Levee Project Remaining Balance |  | \$ 1,500.00 |        | \$ 98,500.00  |
| 1/8/24    | Mt. Carmel Veterans Services Salute to Heroes Event     |  | \$ 1,000.00 |        | \$ 97,500.00  |
| 1/22/24   | PFP Sun Soil Water Ag Summit                            |  | \$ 2,000.00 |        | \$ 95,500.00  |
| 1/22/24   | Latino Chamber 45th Anniversary Dinner Table            |  | \$ 1,100.00 |        | \$ 94,400.00  |
| 1/22/24   | Boys & Girls Club Champions of Youth Dinner VIP Table   |  | \$ 1,800.00 |        | \$ 92,600.00  |
| 2/5/24    | Desiree Tamlich - Mural Levee Project Remaining Balance |  | \$ 1,500.00 |        | \$ 91,100.00  |
| 2/12/24   | Pueblo Friends of the Arkansas Trout on the Routt       |  | \$ 250.00   |        | \$ 90,850.00  |
| 2/26/24   | Pueblo Child Advocacy Center Blue Sneaker Ball          |  | \$ 1,200.00 |        | \$ 89,650.00  |
| 3/11/24   | Pueblo Children's Chorale                               |  | \$ 3,000.00 |        | \$ 86,650.00  |
| 3/11/24   | Latino Veterans Profiles in Courage                     |  | \$ 1,500.00 |        | \$ 85,150.00  |
| 3/11/24   | Mariposa Center for Safety - Mother's Day               |  | \$ 1,000.00 |        | \$ 84,150.00  |
| 3/11/24   | Hip Hop Festival - Mad Fresh Productions                |  | \$ 2,000.00 |        | \$ 82,150.00  |
| 3/11/24   | Super Team PCSO - St. Baldricks Head Shaving Event      |  | \$ 1,000.00 |        | \$ 81,150.00  |
| 3/11/24   | Pueblo Has Talent Event                                 |  | \$ 3,800.00 |        | \$ 77,350.00  |
| 3/25/24   | Southern Colorado Press Club Sheep Dip                  |  | \$ 1,000.00 |        | \$ 76,350.00  |
| 3/25/24   | Juneteenth Organization                                 |  | \$ 1,000.00 |        | \$ 75,350.00  |
| 3/25/24   | El Movimiento Sigue fiscal sponsor for Cinco de Mayo    |  | \$ 2,000.00 |        | \$ 73,350.00  |
| 3/25/24   | Boys & Girls Club the PLACE Community Block Party       |  | \$ 1,000.00 |        | \$ 72,350.00  |
| 3/25/24   | The ARC of Pueblo Golden Tortilla                       |  | \$ 400.00   |        | \$ 71,950.00  |
| 4/8/24    | Southern Colorado Equality Alliance Spring Fling        |  | \$ 280.00   |        | \$ 71,670.00  |
| 4/22/24   | C Cubed Training - Girls in IT Day                      |  | \$ 700.00   |        | \$ 70,970.00  |
| 4/22/24   | Downtown Association Levee Walk                         |  | \$ 1,000.00 |        | \$ 69,970.00  |
| 5/13/24   | AMR Safety Jam                                          |  | \$ 2,000.00 |        | \$ 67,970.00  |
| 5/13/24   | Boy Scout Troop 19                                      |  | \$ 1,000.00 |        | \$ 66,970.00  |
| 5/28/24   | Sangre de Cristo Arts Center Gala                       |  | \$ 1,500.00 |        | \$ 65,470.00  |
| 5/28/24   | Pueblo Zoo - Zoofari                                    |  | \$ 1,500.00 |        | \$ 63,970.00  |
| 5/28/24   | CSU Pueblo President's Gala                             |  | \$ 200.00   |        | \$ 63,770.00  |
| 6/10/24   | District 60 Summer Musical                              |  | \$ 1,000.00 |        | \$ 62,770.00  |
| 6/24/24   | Pueblo Spay and Neuter Now                              |  | \$ 1,125.00 |        | \$ 61,645.00  |
| 6/24/24   | Colorado State Fair Fiesta Committee Noche de Fiesta    |  | \$ 500.00   |        | \$ 61,145.00  |
| 6/24/24   | RMSE: Youth Kickback Events                             |  | \$ 1,000.00 |        | \$ 60,145.00  |
| 6/24/24   | PDI Dancing with the Pueblo Starz                       |  | \$ 1,250.00 |        | \$ 58,895.00  |
| 7/8/24    | American Cancer Society Relay for Life                  |  | \$ 1,500.00 |        | \$ 57,395.00  |
| 7/8/24    | Assistance League - Operation School Bell               |  | \$ 2,000.00 |        | \$ 55,395.00  |
| 7/8/24    | A Caring Pregnancy Center Annual Fundraiser             |  | \$ 1,500.00 |        | \$ 53,895.00  |
| 7/8/24    | Mad Fresh Productions - Multicultural Festival          |  | \$ -        |        | \$ 53,895.00  |
| 7/22/24   | Genealogical Society of Hispanic America                |  | \$ 2,000.00 |        | \$ 51,895.00  |
| 7/22/24   | Elks Brotherhood #90                                    |  | \$ 2,000.00 |        | \$ 49,895.00  |
| 8/12/24   | Pueblo Chile Balloon Fest                               |  | \$ 2,500.00 |        | \$ 47,395.00  |
|           |                                                         |  |             |        | \$ 47,395.00  |
|           |                                                         |  |             |        | \$ 47,395.00  |
|           |                                                         |  |             |        | \$ 47,395.00  |
|           |                                                         |  |             |        | \$ 47,395.00  |
|           |                                                         |  |             |        | \$ 47,395.00  |
|           |                                                         |  |             |        | \$ 47,395.00  |
|           |                                                         |  |             |        | \$ 47,395.00  |
|           |                                                         |  |             |        | \$ 47,395.00  |
|           |                                                         |  |             |        | \$ 47,395.00  |
|           |                                                         |  |             |        | \$ 47,395.00  |



**Background Paper for Proposed  
Resolution**

**COUNCIL MEETING DATE:** August 12, 2024

**TO:** President Mark Aliff and Members of City Council

**CC:** Mayor Heather Graham

**VIA:** Marisa Stoller, City Clerk

**FROM:** Dennis Flores, Councilor

**SUBJECT:** A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2024 GENERAL FUND BUDGET TO LA RAZA SERVICES, INC., DBA SERVICIOS DE LA RAZA IN THE AMOUNT OF \$2,000 TO SPONSOR THE 3RD ANNUAL CHILDREN'S DAY ON FRIDAY, MAY 17, 2024

**SUMMARY:**

Attached for consideration is a request for support of La Raza Services, Inc., DBA Servicios de La Raza in the amount of \$2,000 to sponsor the 3rd Annual Children's Day on Friday, May 17, 2024.

**PREVIOUS COUNCIL ACTION:**

None.

**BACKGROUND:**

City Council Member Dennis Flores is requesting \$2,000 to support La Raza Services, Inc., DBA Servicios de La Raza in the amount of \$2,000 to sponsor the 3rd Annual Children's Day on Friday, May 17, 2024. The event is free to the public and celebrates children while providing resources such as food, backpacks, and offers activities for the family like music and games.

This free, welcoming, and fun community event for youth and their families, Dia de Los Ninos (Children's Day), provides a community resource fair for families to connect with local agencies for support and games, giveaways and prizes for children. The overall cost is \$16,000. Last year, we were able to serve more than 250 children and their families (600+ meals served).

**FINANCIAL IMPLICATIONS:**

Payment in the amount of \$2,000 from the Council Contingencies Account in the 2024

General Fund Budget would be paid to La Raza Services, Inc., DBA Servicios de La Raza for the Children's Day event.

**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 Dennis Flores.

**ATTACHMENTS:**

1. Dia del niño ENG sponsorship request
2. 2024 Contingencies (Council) Servicios de la Raza Childrens Day
3. Colorado Secretary of State - Organization Record Confirmation La Raza



RESOLUTION NO. 15721

A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2024 GENERAL FUND BUDGET TO LA RAZA SERVICES, INC., DBA SERVICIOS DE LA RAZA IN THE AMOUNT OF \$2,000 TO SPONSOR THE 3RD ANNUAL CHILDREN'S DAY ON FRIDAY, MAY 17, 2024

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Payment in the amount of \$2,000 from the Council Contingencies Account in the 2024 General Fund Budget is authorized to be paid to La Raza Services, Inc., DBA Servicios de La Raza to sponsor the 3rd Annual Children's Day event on Friday, May 17, 2024.

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.

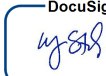
SECTION 3.

This Resolution shall become effective upon passage and approval.

INTRODUCED: August 12, 2024

BY: Dennis Flores  
MEMBER OF CITY COUNCIL

APPROVED: Mark Aliff  
PRESIDENT OF CITY COUNCIL

ATTESTED BY:   
CITY CLERK



LET'S CELEBRATE TOGETHER

# CHILDREN'S DAY

**FRIDAY 805 W 4TH ST,  
MAY 17TH PUEBLO, CO 81003**

**10:00 AM - 2:00 PM**

**FREE EVENT**



Food, Games, Backpack Distribution,  
Music, Resources, Fun Activities for the  
whole family and more!

*See you there!*

In collaboration with:

**I Matter.**



For more information:



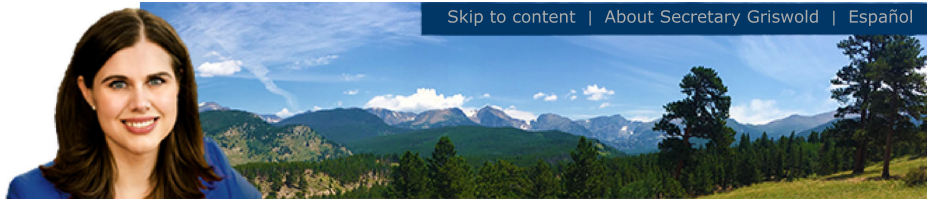
**719-359-4240**

**[www.serviciosdelaraza.org](http://www.serviciosdelaraza.org)**

**@serviciosdelaraza**



| DATE      | BALANCE IN 2024 CONTINGENCIES ACCOUNT                   |  | DEBIT       | CREDIT | BALANCE       |
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| 6/24/24   | RMSER: Youth Kickback Events                            |  | \$ 1,000.00 |        | \$ 60,145.00  |
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| 7/22/24   | Genealogical Society of Hispanic America                |  | \$ 2,000.00 |        | \$ 51,895.00  |
| 7/22/24   | Elks Brotherhood #90                                    |  | \$ 2,000.00 |        | \$ 49,895.00  |
| 8/12/24   | Pueblo Chile Balloon Fest                               |  | \$ 2,500.00 |        | \$ 47,395.00  |
| 8/12/24   | Servicios de la Raza Children's Day                     |  | \$ 2,000.00 |        | \$ 45,395.00  |
|           |                                                         |  |             |        | \$ 45,395.00  |
|           |                                                         |  |             |        | \$ 45,395.00  |
|           |                                                         |  |             |        | \$ 45,395.00  |
|           |                                                         |  |             |        | \$ 45,395.00  |
|           |                                                         |  |             |        | \$ 45,395.00  |
|           |                                                         |  |             |        | \$ 45,395.00  |
|           |                                                         |  |             |        | \$ 45,395.00  |
|           |                                                         |  |             |        | \$ 45,395.00  |
|           |                                                         |  |             |        | \$ 45,395.00  |



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## Organization Record Confirmation

**Review and select "Confirm" if this entity is the correct business organization.**

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|                                          |                                        |
|------------------------------------------|----------------------------------------|
| <b>ID Number:</b>                        | 19871240066                            |
| <b>Name:</b>                             | LA RAZA SERVICES, INC.                 |
| <b>Principal Street Address:</b>         | 3131 W 14th Ave, Denver, CO, 80204, US |
| <b>Principal Mailing Address:</b>        |                                        |
| <b>Registered Agent:</b>                 | Rudolph Gonzales                       |
| <b>Registered Agent Street Address:</b>  | 3131 W 14th Ave, Denver, CO, 80204, US |
| <b>Registered Agent Mailing Address:</b> |                                        |
| <b>Status:</b>                           | Good Standing                          |
| <b>Form:</b>                             | Nonprofit Corporation                  |
| <b>Jurisdiction:</b>                     | CO                                     |
| <b>Formation Date:</b>                   | 1972-03-23                             |

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**Background Paper for Proposed Ordinance**

**COUNCIL MEETING DATE:** August 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 CREATING AND RESERVING SECTIONS 7-3-52 THROUGH 7-3-61 FOR FUTURE ADDITIONS TO THE PUEBLO MUNICIPAL CODE AND CREATING A NEW ARTICLE V CONTAINING SECTIONS 7-3-62 THROUGH 7-3-72 OF CHAPTER 3 OF TITLE VII OF THE PUEBLO MUNICIPAL CODE REGULATING THE USE AND MANAGEMENT OF SHOPPING CARTS WITHIN THE CITY

**SUMMARY:**

This Ordinance will amend Chapter 3 of Title VII of the Pueblo Municipal Code to regulate abandoned shopping carts and provide City staff with procedures for enforcement, recovery, transportation, storage, and disposal of abandoned shopping carts within the City.

**PREVIOUS COUNCIL ACTION:**

None.

**BACKGROUND:**

Many retailers within the City provide shopping carts for the convenience of customers while shopping at their establishments. Shopping carts are frequently removed from retail store premises, however, and abandoned on both public and private property around the City, creating nuisance conditions. These carts are frequently recovered by City crews who then notify the respective cart owners that their carts have been located and that they can be picked up. With limited exceptions, retailers have generally refused to pick them up citing labor shortfalls or other company policy reasons.

This Ordinance will add abandoned shopping carts as a specific category of solid waste regulated under Chapter 3 of Title VII of the Pueblo Municipal Code and provide procedures related to their recovery, transportation, storage, and disposal. The Ordinance will also provide for the establishment of fees to be set by a separate resolution of City Council which would be assessed against the respective owners of

abandoned shopping carts.

By establishing a financial incentive to prevent shopping carts from leaving retail premises, retailers may also adopt innovative measures for securing their carts and become more active participants in the recovery process when abandoned carts are located.

**FINANCIAL IMPLICATIONS:**

Revenues generated from shopping cart impoundment fees would be deposited into the City's General Fund.

**BOARD/COMMISSION RECOMMENDATION:**

None.

**STAKEHOLDER PROCESS:**

None.

**ALTERNATIVES:**

If City Council does not approve this Ordinance, the procedures for recovery, handling, and disposal of abandoned shopping carts will remain uncoded.

**RECOMMENDATION:**

Approve the proposed Ordinance.

**ATTACHMENTS:**

None

ORDINANCE NO.

AN ORDINANCE CREATING AND RESERVING SECTIONS 7-3-52 THROUGH 7-3-61 FOR FUTURE ADDITIONS TO THE PUEBLO MUNICIPAL CODE AND CREATING A NEW ARTICLE V CONTAINING SECTIONS 7-3-62 THROUGH 7-3-72 OF CHAPTER 3 OF TITLE VII OF THE PUEBLO MUNICIPAL CODE REGULATING THE USE AND MANAGEMENT OF SHOPPING CARTS WITHIN THE CITY

WHEREAS, increased theft and abandonment of shopping carts within the City is a growing problem; and

WHEREAS, such actions create or facilitate nuisance conditions that require subsequent abatement by the City, consuming limited available resources that would otherwise be available for other public services or projects; NOW, THEREFORE,

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

**SECTION 1.**

Sections 7-3-52 through 7-3-61 of the Pueblo Municipal Code are hereby created and reserved for future additions to the Code as follows (brackets indicate matter being deleted, underscoring indicates new matter being added):

**Secs. 7-3-52—7-3-61. - Reserved.**

**SECTION 2.**

Article V of Chapter 3 of Title VII of the Pueblo Municipal Code is hereby created, containing Sections 7-3-62 through 7-3-72 which shall read as follows (brackets indicate matter being deleted, underscoring indicates new matter being added):

**Sec. 7-3-62. - Definitions**

For the purpose of this Article, the following words shall have the meanings herein set forth:

(1) "Abandoned shopping cart" means a shopping cart that has been removed from the premises of a retail establishment and which cannot, because of its location or condition, reasonably be used by customers for the transportation of goods.

(2) "Shopping cart" means a transport basket having wheels or similar means of mobility and which is used by a customer for the transportation of goods.

(3) "Premises" means any real property upon which a shopping cart is located.

(4) "Retail establishment" means any business enterprise that sells goods directly to the public, whether it be a store, market, or similar place of business.

(5) "Person" means any individual, firm, partnership, corporation, company, association, joint stock company, or other legal entity.

**Sec. 7-3-63. - Abandoned Shopping Carts.**

(1) It shall be unlawful for any person to deposit, drop, or throw out any shopping cart on any public or private property except upon the property of the retail establishment which owns said shopping cart.

(2) It shall be unlawful for the owner or occupant of any real property to permit an abandoned shopping cart to remain thereon.

**Sec. 7-3-64. - Responsibility of Retail Establishments.**

(1) Retail establishments shall be responsible for the proper management of all shopping carts located on their premises or in the City, whether owned by the retail establishment or provided for customer use by a third-party cart provider.

(2) Retail establishments shall properly maintain and secure all shopping carts on their premises to prevent their unauthorized removal.

(3) Retail establishments shall be responsible for the prompt retrieval and return of any shopping cart that is removed from their premises and located within the City.

(4) Retail establishments shall clearly and conspicuously post notice, in a location visible to customers, of their responsibility for the proper management of shopping carts on their premises and in the City.

**Section 7-3-65. - Prohibitions.**

(1) No person shall remove a shopping cart from the premises of a retail establishment without the express written permission of the retail establishment.

(2) No person shall abandon a shopping cart on public or private property within the City, including but not limited to sidewalks, streets, parks, alleys, or drainage ways.

(3) No person shall tamper with or damage a shopping cart.

**Section 7-3-66. - Enforcement.**

(1) Any person who violates any provision of this Article shall be subject to a fine of not more than one hundred dollars (\$100.00) for each violation.

(2) Each day that a violation continues shall be considered a separate violation.

**Section 7-3-67. - Impoundment.**

(1) The City may impound any shopping cart that is abandoned on public or private property within the City and may assess a fee for the impoundment and storage of the shopping cart. A schedule of fees shall be adopted by a separate Resolution of City Council.

(2) The retail establishment shall be notified of the impoundment and shall have the right to retrieve the impounded shopping cart upon payment of the impoundment fee.

(3) If the shopping cart is not retrieved within thirty (30) days of impoundment, the City may dispose of the shopping cart.

(4) Disposal of any impounded shopping cart by the City shall not relieve the retail establishment of its obligation to pay any accrued impoundment fees.

(5) In accordance with Section 9-1-5 of this Code, the City License Officer shall not authorize the renewal of the business license of any retail establishment with outstanding or past-due



impoundment fees.

**Secs. 7-3-68—7-3-72. - Reserved.**

**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 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 July 22, 2024.

Final adoption of Ordinance by City Council on August 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

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**Background Paper for Proposed Ordinance**

**COUNCIL MEETING DATE:** August 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 THREE MAIN EXTENSION AGREEMENTS BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE BOARD OF WATER WORKS OF PUEBLO, COLORADO RELATED TO THE EXTENSION OF WATER MAINS TO SERVE THE CITY'S THREE NEW FIRE STATIONS, AND AUTHORIZING THE MAYOR TO EXECUTE SAID AGREEMENTS

**SUMMARY:**

The Ordinance will approve three Main Extension Agreements with the Pueblo Board of Water Works (BOWW). The agreements outline the parties' obligations with respect to the extension of water mains required to provide water service to the City's three new fire station facilities (i.e., Fire Station 6 at 111 Victory Lane; Fire Station 8 at 4405 Jerry Murphy Road; and Fire Station 11 at 3205 W. 24th Street). The Ordinance also authorizes the Mayor to sign all three agreements.

**PREVIOUS COUNCIL ACTION:**

None.

**BACKGROUND:**

The City has awarded a contract for the construction of three new fire stations. All three fire station sites require the extension of water mains to support the new facilities. BOWW requires that builders/developers enter into agreements regarding the parties' respective obligations and covering terms and conditions related to the main extensions. This Ordinance approves three main extension agreements between the City and BOWW and authorizes the Mayor to sign the agreements.

**FINANCIAL IMPLICATIONS:**

The City is responsible for the cost of installing the three required water mains to serve the new fire stations. The cost associated with extending the mains has already been

budgeted and appropriated in the construction project account. The work to install the new lines is also already included in the previously-awarded construction contract. No additional funds are required to be budgeted and appropriated to complete this work.

BOWW is requiring that the water main serving the new Fire Station No. 8 that will be installed in Jerry Murphy Road be sized at 16 inches because it serves additional properties to the north of the fire station. When developers are required to install larger mains that serve adjacent development areas, they may be eligible for reimbursement of a portion of the cost of the installed pipe after it has been accepted by BOWW. In this case, the City will be eligible for reimbursement of \$40,089.92 for the main extension being installed in Jerry Murphy Road following BOWW's acceptance of the new main extension.

The main extensions on Victory Lane and W. 24th Street are not eligible for reimbursement due to their size.

**BOARD/COMMISSION RECOMMENDATION:**

Not applicable to this Ordinance.

**STAKEHOLDER PROCESS:**

None.

**ALTERNATIVES:**

Failure to approve these agreements will prevent the City from being able to connect the three new fire stations to the BOWW distribution system.

**RECOMMENDATION:**

Approval of the Ordinance.

**ATTACHMENTS:**

1. 245112 WATER MAIN EXT AGREEMENT DEV (City Edits - 240628)
2. 245111 WATER MAIN EXT AGREEMENT DEV (City Edits - 240628)
3. 245110 WATER MAIN EXT AGREEMENT DEV (City Edits - 240628)

ORDINANCE NO. 10747

AN ORDINANCE APPROVING THREE MAIN EXTENSION AGREEMENTS BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE BOARD OF WATER WORKS OF PUEBLO, COLORADO RELATED TO THE EXTENSION OF WATER MAINS TO SERVE THE CITY'S THREE NEW FIRE STATIONS, AND AUTHORIZING THE MAYOR TO EXECUTE SAID AGREEMENTS

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

SECTION 1.

Three Main Extension Agreements between the City of Pueblo, a Colorado Municipal Corporation, and the Board of Water Works of Pueblo, Colorado, copies of which are attached hereto, having been approved as to form by the City of Pueblo Attorney, are hereby approved.

SECTION 2.

The Mayor is authorized to execute and deliver the Main Extension Agreements 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 3.

The officers of the City of Pueblo 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 July 22, 2024.

Final adoption of Ordinance by City Council on August 12, 2024.

DocuSigned by:  
  
B7A4F51823AB462...  
\_\_\_\_\_  
President of City Council

**Action by the Mayor:**

☒ Approved on 8/14/2024 | 8:07 AM MDT.

☐ Disapproved on \_\_\_\_\_ based on the following objections:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signed by:   
\_\_\_\_\_  
3A85950B7BCA462...  
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

DocuSigned by:   
\_\_\_\_\_  
7C02EBDFFC3D43C...  
City Clerk

**AGREEMENT FOR WATER MAIN EXTENSION  
DEVELOPER INSTALLED  
NON-ASSESSABLE**

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THIS AGREEMENT entered into this 6<sup>th</sup> day of June, 2024, by and between THE BOARD OF WATER WORKS OF PUEBLO, COLORADO; hereinafter called "PUEBLO WATER" and City of Pueblo, a Municipal Corporation, hereinafter called the "DEVELOPER".

WHEREAS, the DEVELOPER desires the extension of the water mains of PUEBLO WATER, as hereinafter described, and

WHEREAS, PUEBLO WATER is willing to supply water to the DEVELOPER pursuant to PUEBLO WATER'S Rules and Regulations:

NOW, THEREFORE, this Agreement

**WITNESSETH**

FIRST: The DEVELOPER agrees to install or cause to have installed main(s) by a Contractor who has been pre-qualified by Pueblo Water, in accordance with PUEBLO WATER specifications and under PUEBLO WATER inspection, described and located in Pikes Peak Park, Filing No. 1 as follows:

8" PVC Main beginning in the existing 8" PVC Main in the intersection of W 24<sup>th</sup> Street and Perry Avenue, thence extending northerly in Perry Avenue approximately 294 feet.

SECOND: The legal description of the property to be served by the main(s) including all property abutting the main(s), is as follows:  
(Designate property owned by DEVELOPER and property owned by OTHERS.)

DEVELOPER:

Lot 1    Block 11            Pikes Peak Park, Filing No. 1

OTHERS:

Portion of Parcel R        Pikes Peak Park, Filing No. 1

THIRD: The DEVELOPER'S cost of main installation shall be in accordance with "WATER MAIN EXTENSIONS-UNIT COST" as defined in PUEBLO WATER'S Rules and Regulations. THE WATER MAIN(S) SHALL NOT BE PLACED IN SERVICE UNTIL ANY MONIES DUE THE BOARD SHALL BE PAID TO THE BOARD.

FOURTH: A sketch of the main extension and property to be served is not attached and made a part of this Agreement.

FIFTH: The absolute ownership of the water main(s) installed pursuant to this contract shall at all times be and remain in the BOARD OF WATER WORKS OF PUEBLO, or its assigns.

SIXTH: All water service provided to DEVELOPER or others shall be provided subject to PUEBLO WATER'S Rules and Regulations and to PUEBLO WATER'S rates as such rules, regulations and rates may be from time to time adopted, revised or changed by PUEBLO WATER, and the execution of the Agreement shall not entitle the DEVELOPER or any other person to water service on any terms or conditions other than those specified in PUEBLO WATER'S rules, regulations and rate schedules as such rules, regulations and rates may from time to time be adopted, revised or changed by PUEBLO WATER.

SEVENTH: This Agreement shall be binding upon the heirs, executors, administrators, and assigns of the respective parties.

EIGHTH: Notwithstanding any provision of this Agreement to the contrary, PUEBLO WATER's obligations under that Settlement Agreement dated July 22, 2003 between the Developer and PUEBLO WATER, including obligations under paragraph 4 with respect to fire hydrants, shall not be waived, amended or modified by this Agreement and shall be applicable to the water mains constructed by Developer.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

**BOARD OF WATER WORKS OF  
PUEBLO, COLORADO**

WITNESS

\_\_\_\_\_  
Matthew C. Trujillo, Director of Operations

\_\_\_\_\_  
Signature

**DEVELOPER**

WITNESS

\_\_\_\_\_  
Heather Graham, Mayor

\_\_\_\_\_  
Signature

City of Pueblo  
Heather Graham, Mayor  
1 City Hall Place  
Pueblo, Colorado 81003



**AGREEMENT FOR WATER MAIN EXTENSION  
DEVELOPER INSTALLED  
NON-ASSESSABLE**

---

THIS AGREEMENT entered into this 6<sup>th</sup> day of June, 2024, by and between THE BOARD OF WATER WORKS OF PUEBLO, COLORADO; hereinafter called "PUEBLO WATER" and City of Pueblo, a Municipal Corporation, hereinafter called the "DEVELOPER".

WHEREAS, the DEVELOPER desires the extension of the water mains of PUEBLO WATER, as hereinafter described, and

WHEREAS, PUEBLO WATER is willing to supply water to the DEVELOPER pursuant to PUEBLO WATER'S Rules and Regulations:

NOW, THEREFORE, this Agreement

**WITNESSETH**

FIRST: The DEVELOPER agrees to install or cause to have installed main(s) by a Contractor who has been pre-qualified by Pueblo Water, in accordance with PUEBLO WATER specifications and under PUEBLO WATER inspection, described and located adjacent to Fire Station No. 8 Subdivision, within Jerry Murphy Road right-of-way, as follows:

16" PVC Main beginning at the existing 30" Steel Main in Jerry Murphy Road south of Candytuft Boulevard, thence extending southerly in Jerry Murphy Road approximately 838 feet to the existing 16" AC Main in the intersection of Jerry Murphy Rd and Bluestem Boulevard.

SECOND: The legal description of the property to be served by the main(s) including all property abutting the main(s), is as follows:

(Designate property owned by DEVELOPER and property owned by OTHERS.)

DEVELOPER:

Lot 1 Fire Station No. 8 Subdivision  
Lot 2 Fire Station No. 8 Subdivision

OTHERS:

N/A

THIRD: The DEVELOPER'S cost of main installation shall be in accordance with "WATER MAIN EXTENSIONS-UNIT COST" as defined in PUEBLO WATER'S Rules and Regulations. THE WATER MAIN(S) SHALL NOT BE PLACED IN SERVICE UNTIL ANY MONIES DUE THE BOARD SHALL BE PAID TO THE BOARD.

The estimated footage of mains to be installed is as follows:

| MATERIAL REIMBURSEMENT                                 |                |                 | REIMBURSEMENT      |
|--------------------------------------------------------|----------------|-----------------|--------------------|
| SIZE                                                   | ESTIMATED L.F. | AMOUNT PER L.F. | TOTAL              |
| 16" PVC                                                | 838 L.F.       | \$47.84         | \$40,089.92        |
| <b>Estimated amount to be reimbursed to DEVELOPER:</b> |                |                 | <b>\$40,089.92</b> |

FOURTH: A sketch of the main extension and property to be served is not attached and made a part of this Agreement.

FIFTH: The absolute ownership of the water main(s) installed pursuant to this contract shall at all times be and remain in the BOARD OF WATER WORKS OF PUEBLO, or its assigns.

SIXTH: All water service provided to DEVELOPER or others shall be provided subject to PUEBLO WATER'S Rules and Regulations and to PUEBLO WATER'S rates as such rules, regulations and rates may be from time to time adopted, revised or changed by PUEBLO WATER, and the execution of the Agreement shall not entitle the DEVELOPER or any other person to water service on any terms or conditions other than those specified in PUEBLO WATER'S rules, regulations and rate schedules as such rules, regulations and rates may from time to time be adopted, revised or changed by PUEBLO WATER.

SEVENTH: This Agreement shall be binding upon the heirs, executors, administrators, and assigns of the respective parties.

EIGHTH: Notwithstanding any provision of this Agreement to the contrary, PUEBLO WATER's obligations under that Settlement Agreement dated July 22, 2003 between the Developer and PUEBLO WATER, including obligations under paragraph 4 with respect to fire hydrants, shall not be waived, amended or modified by this Agreement and shall be applicable to the water mains constructed by Developer.

**\*\*\*SIGNATURE PAGE FOLLOWS\*\*\***

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

**BOARD OF WATER WORKS OF  
PUEBLO, COLORADO**

WITNESS

\_\_\_\_\_  
Matthew C. Trujillo, Director of Operations

\_\_\_\_\_  
Signature

**DEVELOPER**

WITNESS

\_\_\_\_\_  
Heather Graham, Mayor

\_\_\_\_\_  
Signature

City of Pueblo  
Heather Graham, Mayor  
1 City Hall Place  
Pueblo, Colorado 81003

245111 AWME

**AGREEMENT FOR WATER MAIN EXTENSION  
DEVELOPER INSTALLED  
NON-ASSESSABLE**

---

THIS AGREEMENT entered into this 6<sup>th</sup> day of June, 2024, by and between THE BOARD OF WATER WORKS OF PUEBLO, COLORADO; hereinafter called "PUEBLO WATER" and City of Pueblo, a Municipal Corporation, hereinafter called the "DEVELOPER".

WHEREAS, the DEVELOPER desires the extension of the water mains of PUEBLO WATER, as hereinafter described, and

WHEREAS, PUEBLO WATER is willing to supply water to the DEVELOPER pursuant to PUEBLO WATER'S Rules and Regulations:

NOW, THEREFORE, this Agreement

**WITNESSETH**

FIRST: The DEVELOPER agrees to install or cause to have installed main(s) by a Contractor who has been pre-qualified by Pueblo Water, in accordance with PUEBLO WATER specifications and under PUEBLO WATER inspection, described and located in Trinity Subdivision as follows:

8" PVC Main beginning at the existing 12" AC Main south of the intersection of W 4<sup>th</sup> Street and Victory Lane, thence extending southeasterly in Victory Lane approximately 320 feet.

SECOND: The legal description of the property to be served by the main(s) including all property abutting the main(s), is as follows:  
(Designate property owned by DEVELOPER and property owned by OTHERS.)

DEVELOPER:

Parcel B          Trinity Subdivision

OTHERS:

N/A

THIRD: The DEVELOPER'S cost of main installation shall be in accordance with "WATER MAIN EXTENSIONS-UNIT COST" as defined in PUEBLO WATER'S Rules and Regulations. THE WATER MAIN(S) SHALL NOT BE PLACED IN SERVICE UNTIL ANY MONIES DUE THE BOARD SHALL BE PAID TO THE BOARD.

FOURTH: A sketch of the main extension and property to be served is not attached and made a part of this Agreement.

FIFTH: The absolute ownership of the water main(s) installed pursuant to this contract shall at all times be and remain in the BOARD OF WATER WORKS OF PUEBLO, or its assigns.

SIXTH: All water service provided to DEVELOPER or others shall be provided subject to PUEBLO WATER'S Rules and Regulations and to PUEBLO WATER'S rates as such rules, regulations and rates may be from time to time adopted, revised or changed by PUEBLO WATER, and the execution of the Agreement shall not entitle the DEVELOPER or any other person to water service on any terms or conditions other than those specified in PUEBLO WATER'S rules, regulations and rate schedules as such rules, regulations and rates may from time to time be adopted, revised or changed by PUEBLO WATER.

SEVENTH: This Agreement shall be binding upon the heirs, executors, administrators, and assigns of the respective parties.

EIGHTH: Notwithstanding any provision of this Agreement to the contrary, PUEBLO WATER's obligations under that Settlement Agreement dated July 22, 2003 between the Developer and PUEBLO WATER, including obligations under paragraph 4 with respect to fire hydrants, shall not be waived, amended or modified by this Agreement and shall be applicable to the water mains constructed by Developer.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

**BOARD OF WATER WORKS OF  
PUEBLO, COLORADO**

WITNESS

\_\_\_\_\_  
Matthew C. Trujillo, Director of Operations

\_\_\_\_\_  
Signature

**DEVELOPER**

WITNESS

\_\_\_\_\_  
Heather Graham, Mayor

\_\_\_\_\_  
Signature

City of Pueblo  
Mayor Heather Graham  
1 City Hall Place  
Pueblo, Colorado 81003



**Background Paper for Proposed Ordinance**

**COUNCIL MEETING DATE:** August 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 MEMORANDUM OF AGREEMENT AND EASEMENT AGREEMENT BY AND BETWEEN THE STATE OF COLORADO, ACTING BY AND THROUGH THE COLORADO STATE FAIR AUTHORITY, AND THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, RELATING TO RECONSTRUCTION AND MAINTENANCE OF THE ADA RAMP AND IMPROVEMENTS AT MESA AVENUE AND PRAIRIE AVENUE AND AUTHORIZING EXECUTION THEREOF BY THE MAYOR

**SUMMARY:**

Attached is an Ordinance approving a memorandum of agreement and easement agreement by and between the State of Colorado, acting by and through the Colorado State Fair Authority, and the City of Pueblo, relating to reconstruction and maintenance of the ADA ramp and improvements at the northeast corner of Mesa Avenue and Prairie Avenue.

**PREVIOUS COUNCIL ACTION:**

Ordinance 9600 dated November 25, 2019, transferred funds in the amount of \$125,000 from the 2019 Highway User Tax Fund ("HUTF") balance to Project Account HU1601 and budgeted and appropriated \$125,000 for the Traffic Signal Northern Avenue and Prairie Avenue Project.

Ordinance 9666 dated February 24, 2020, established Project Account PL2003, which approved an IGA between the City and CDOT, transferred \$125,000 from Project Account HU1601 to Project Account PL2003, and budgeted and appropriated funds in the amount of \$625,000 for the Northern Avenue Streetscape/Trail Phase III Project.

Resolution 14465 dated August 24, 2020, approved an agreement for professional engineering services between the City and Short Elliott Hendrickson, Inc., in the amount of \$63,037.19, related to the Northern Avenue Streetscape/Trail Phase III

Project.

Ordinance 9977 dated August 9, 2021, approved an amendment to the Intergovernmental Agreement (“IGA”), TAP M086-082 between the City of Pueblo, a Colorado Municipal Corporation (“City”) and the State of Colorado, Colorado Department of Transportation (“CDOT”) relating to the Northern Avenue Streetscape/Trail Phase III Project.

Ordinance 10121 dated February 28, 2022, approved Amendment #2 to the Intergovernmental Agreement (“IGA”), TAP M086-082 between the City of Pueblo, a Colorado Municipal Corporation (“City”) and the State of Colorado, Colorado Department of Transportation (“CDOT”) relating to the Northern Avenue Streetscape/Trail Phase III Project.

Ordinance 10308 dated October 24, 2022, approved a 3rd Amendment and Restatement of an Intergovernmental Agreement between Pueblo and CDOT relating to the Northern Avenue Trail Phase III Project, and budgeted and appropriated funds totaling \$693,494 for the project.

### **BACKGROUND:**

This Ordinance approves a Memorandum of Agreement and easement agreement between the State of Colorado, acting by and through the Colorado State Fair Authority and the City of Pueblo for a permanent easement at the northeast corner of Mesa Avenue and Prairie Avenue. The purpose of the easement is for the reconstruction and maintenance of the handicap ramp and improvements.

The improvements at this location are part of a project for which the City received a Transportation Alternatives Program grant and a Multi-Modal Transportation Options Fund grant from the Colorado Department of Transportation. The purpose of these grants were for the design and construction of a trail and curb ramp improvements on Northern Avenue between Cambridge Ave and Prairie Ave, and sidewalk and curb ramp improvements on Prairie Avenue between Northern Avenue and the State Fair Grounds entrance. Traffic signal improvements at the intersections of Northern Ave and Prairie Ave, and Mesa Ave and Prairie Ave were also included.

### **FINANCIAL IMPLICATIONS:**

Funding, in the amount of \$930.00, will be paid to the State of Colorado, from Project Account PL2003, Northern Ave. Streetscape Trail Prj.

### **BOARD/COMMISSION RECOMMENDATION:**

Not applicable

**STAKEHOLDER PROCESS:**

Not applicable

**ALTERNATIVES:**

Denial of this agreement will result in the City not being able to complete the necessary work within the Colorado State Fair property.

**RECOMMENDATION:**

Approval of the Ordinance.

**ATTACHMENTS:**

1. PE-4 Memo of Agreement
2. PE-4 Easement Agreement
3. PE-4 Easement Exhibit



ORDINANCE NO. 10748

AN ORDINANCE APPROVING A MEMORANDUM OF AGREEMENT AND EASEMENT AGREEMENT BY AND BETWEEN THE STATE OF COLORADO, ACTING BY AND THROUGH THE COLORADO STATE FAIR AUTHORITY, AND THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, RELATING TO RECONSTRUCTION AND MAINTENANCE OF THE ADA RAMP AND IMPROVEMENTS AT MESA AVENUE AND PRAIRIE AVENUE AND AUTHORIZING EXECUTION THEREOF BY THE MAYOR

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

SECTION 1.

The Memorandum of Agreement and related Easement Agreement ("Agreements") between and Pueblo, a Municipal Corporation and the State of Colorado, acting by and through the Colorado State Fair Authority, copies of which are 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 Agreements 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 the Agreements shall be paid from Project Account PL2003, Northern Ave. Streetscape Trail Prj.

SECTION 4.

The officers and staff of the City are authorized to perform any and all acts consistent with this Ordinance and the attached Agreements to implement the policies and procedures described therein. The City Clerk is directed to cause the Easement Agreement to be recorded in the office of the Pueblo County Clerk and Recorder in accordance with the terms of the Memorandum of Agreement.

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 July 22, 2024.

Final adoption of Ordinance by City Council on August 12, 2024.

DocuSigned by:  
Mark Cliff  
B7A4F51823AB482...  
President of City Council

Action by the Mayor:

Approved on 8/13/2024 | 2:23 PM MDT

Disapproved on based on the following objections:

Signed by:  
Heather Graham  
3A85950B7BCA462...  
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

DocuSigned by:  
City Clerk  
7C02EBDFFC3D43C...

**COLORADO DEPARTMENT OF  
TRANSPORTATION  
MEMORANDUM OF  
AGREEMENT**  
(Local Public Agency)

Project Code: 22971

Parcel No: PE-4

Project No: TAP M086-082

Location: Northern Avenue Trail Phase 3

County: Pueblo

This memorandum of agreement made on (date) 7/9, 2024 is by and between the **CITY OF PUEBLO** (GRANTEE) for the acquisition of a permanent easement on the parcel(s) listed above from the

Owner(s) **The State of Colorado, acting by and through the Colorado State Fair Authority** (GRANTOR).

Just compensation was determined by an appropriate valuation procedure prepared in accordance with Colorado state laws and regulations. The amount of money and/or compensation listed below is full consideration for the following easements, improvements, and damages of any kind.

|                                                      |                                                                               |                     |
|------------------------------------------------------|-------------------------------------------------------------------------------|---------------------|
| Land (described in attached exhibits)                | Sq.ft <input type="checkbox"/> /acres <input type="checkbox"/>                | \$                  |
| Permanent and Slope: PE-4                            | 258 Sq.ft <input checked="" type="checkbox"/> /acres <input type="checkbox"/> | \$ 928.80           |
| Temporary Easements (described in attached exhibits) | Sq.ft <input type="checkbox"/> /acres <input type="checkbox"/>                | \$                  |
| Improvements:                                        |                                                                               | \$                  |
| Damages                                              |                                                                               | \$                  |
|                                                      | Gross Total                                                                   | \$ 928.80           |
|                                                      | Less Credit                                                                   | \$                  |
|                                                      | Net Total                                                                     | \$ 930.00 (rounded) |

Other conditions:

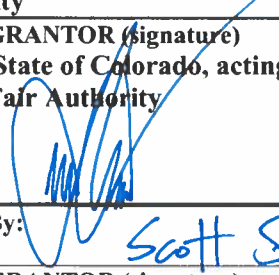
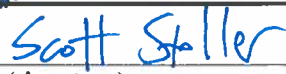
The GRANTOR:

- 1) Will, at the closing, pay all taxes (including prorated taxes for the current year) and special assessments for the current year, where applicable;
- 2) Has entered into this agreement for the benefit of the general public and because the GRANTEE has the power of eminent domain and requires the property for public purposes;
- 3) Be responsible for securing releases from all liens, judgments and encumbrances to deliver clear, unencumbered title to GRANTEE. Any encumbrance required to be paid by GRANTOR shall be paid at or before closing from the proceeds of the transaction hereby contemplated or from any other source;
- 4) Will execute and deliver to GRANTEE those documents indicated below;
- 5) Excepts from the subject property described herein in the attached Exhibits, the mineral estate and including all coal, oil, gas and other hydrocarbons, and all clay and other valuable mineral in and under said subject property. ; and
- 6) The GRANTOR further covenants and agrees that no exploration for, or development of any of the products, as described above, and owned by the GRANTOR heretofore or hereafter the date set forth above and hereby excepted will ever be conducted on or from the surface of the premises described in the attached Exhibits, and that in the event any of such operations may hereafter be carried on beneath the surface of said premises, the GRANTOR shall perform no act which may impair the subsurface or lateral support of said premises. These covenants and agreements hereunder, shall inure to and be binding upon the GRANTOR and its heirs, personal and legal representatives, successors and assigns forever.

The GRANTEE:

- 1) Will be entitled to specific performance of this agreement upon tender of the agreed consideration;
- 2) Will make payment after receiving acceptable conveyance instruments from the GRANTOR;
- 3) Will take possession and use of the parcel(s) for a permanent easement when it deposits the consideration, as set forth above, into an escrow account for the benefit of the GRANTOR, or when GRANTEE disburses funds to GRANTOR. Transfer of the permanent easement to the parcel(s) shall occur upon performance of any and all terms under this agreement, and release of the payment from escrow to the GRANTOR, unless other arrangements are made that follow Title III of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970, as amended; and
- 4) Will prepare the following documents:

- |                                                                                       |                                                        |
|---------------------------------------------------------------------------------------|--------------------------------------------------------|
| <input type="checkbox"/> General Warranty Deed                                        | <input type="checkbox"/> Utility Easement              |
| <input type="checkbox"/> Access Deed                                                  | <input checked="" type="checkbox"/> Permanent Easement |
| <input type="checkbox"/> Full Release(s) Book/Page:                                   | <input type="checkbox"/> Slope Easement                |
| <input type="checkbox"/> Partial Release(s) Book/Page:                                | <input type="checkbox"/> Temporary Easement            |
| <input type="checkbox"/> Or (specify)                                                 |                                                        |
| <input type="checkbox"/> Title Company to prepare documents except Temporary Easement |                                                        |

|                                                                                                                          |  |                                                                                                                                                                                                                             |  |
|--------------------------------------------------------------------------------------------------------------------------|--|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| Order Warrant \$930.00                                                                                                   |  | Payable to: State of Colorado, acting by and through the Colorado State Fair Authority                                                                                                                                      |  |
| <b>Real Estate Specialist</b><br><br> |  | <b>GRANTOR (signature)</b>  <b>Attach form W-9</b><br><b>State of Colorado, acting by and through the Colorado State Fair Authority</b> |  |
|                                                                                                                          |  | <b>By:</b>                                                                                                                              |  |
| <b>Local Public Agency Approval</b><br><b>City of Pueblo by:</b>                                                         |  | <b>GRANTOR (signature)</b> <b>Attach form W-9</b>                                                                                                                                                                           |  |

cc: LPA Services (original)  
Property Owner  
CDOT Region Right-of-Way Office

## EASEMENT AGREEMENT

The printed portions of this form, except bold additions, have been reviewed by the State of Colorado, Attorney General.  
All additions to this form must be in bold type. All deletions must be shown by strike-through.

THIS EASEMENT AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024 by and between the STATE OF COLORADO, acting by and through the **Colorado State Fair Authority**, whose address is **1001 Beulah Avenue, Pueblo, Colorado, 81004** (hereinafter, the "Grantor"), and **City of Pueblo, A Municipal Corporation** whose address is **1 City Hall Place, Pueblo, Colorado 81003 of the City and County of Pueblo and State of Colorado** (hereinafter, the "Grantee").

WITNESSETH:

That, for and in consideration of a one-time payment of **NINE HUNDRED THIRTY and 00/100 (\$930.00)** and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, and the keeping and the performance of the covenants and agreements hereinafter expressed, Grantor grants to Grantee a **nonexclusive, permanent easement** upon the following property (hereinafter, the "Property") located in the County of **PUEBLO**, State of Colorado, to wit:

**SEE ATTACHED EXHIBIT 'A' regarding Parcel Number: PE-4**

TO HAVE AND TO HOLD, subject to the covenants and agreements hereinafter expressed, for the purpose of using the Property for **reconstruction and maintenance of the ADA (Americans with Disabilities Act) ramp and improvements.**

GRANTOR AND GRANTEE MUTUALLY EXPRESSLY COVENANT AND AGREE:

1. If at any time during the term of this Easement Agreement, Grantee does not for a period of 366 consecutive days make use of this easement for the purpose aforesaid, Grantor may in his sole discretion immediately declare such easement abandoned and shall so notify Grantee by certified mail with return receipt requested. In the event of such abandonment the consideration shall be forfeited.
2. This grant of easement is subject to any and all previously granted easements, rights-of-way, licenses and conveyances, recorded or unrecorded. It is Grantee's sole responsibility to determine the existence of any rights, uses or installations conflicting with Grantee's use of the Property hereunder. Grantee agrees to not interfere with any use in the easement area by any other party under a previous grant. Grantee understands and agrees that Grantor makes no representations concerning ownership of nor warrants title to any of the Property. To the extent that this grant of easement may encroach on lands not owned or controlled by Grantor, Grantee assumes all responsibility for any such encroachment.
3. The signatories aver that to their knowledge, no State employee has any personal or beneficial interest whatsoever in the Property.
4. If this easement is granted pursuant to §24-82-201, C.R.S., as amended, this Easement Agreement shall not be deemed valid unless and until approved by the officials and officers of the State of Colorado as required by §24-82-202, C.R.S., as amended, or such assistants as they may designate. Signature by the Grantor shall be deemed to be verification of approval of the commission or board, if any, of the institution, department or agency across the premises of which this easement is hereby granted.

5. The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto and all covenants shall apply to and run with the land unless otherwise specifically noted.
6. The signatories aver that they are familiar with §18-8-301, et. seq., C.R.S. (Bribery and Corrupt Influences) and §18-8-401, et. seq., C.R.S. (Abuse of Public Office), and that no violation of such provisions is present.
7. Grantor and Grantee agree that this Easement Agreement including all exhibits, supersedes any and all prior written or oral agreements, and there are no covenants or agreements between the parties except as set forth herein with respect to the use of the Property by Grantee. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect whatsoever unless embodied herein in writing. No subsequent amendment hereto shall have any force or effect unless embodied in a written agreement executed and approved by the officials and officers of the State of Colorado as required by the Colorado Revised Statutes, as amended, or such assistants as they may designate.
8. Grantee shall be responsible for recording this Easement Agreement with the Clerk and Recorder's Office in the county or counties in which the Property is located. Grantee shall provide Grantor with a conformed copy of the recorded easement.
9. Any notice required or permitted by this Easement Agreement 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:

Grantor:  
**State of Colorado**  
**Colorado State Fair Authority**  
**1001 Beulah Avenue**  
**Pueblo, Colorado 81004**

Grantee:  
**City of Pueblo, A Municipal Corporation**  
**1 City Hall Place**  
**Pueblo, CO 81003**

Cc: Real Estate Programs  
Attn: Real Estate Specialist  
1525 Sherman Street, Suite 112  
Denver, CO 80203

Notice of change of address shall be treated as any other notice.

10. Grantor reserves all rights to any and all metallic and non-metallic minerals, ores and metals of any kind and character, including but not limited to coal, asphaltum, oil and gas in or under said easement.
11. If any part of this Easement Agreement is found, decreed or held to be void or unenforceable, the remainder of the provisions of this Easement Agreement shall not be affected thereby and shall remain in full force and effect.
12. This Easement Agreement shall be governed by the laws of the State of Colorado.
13. The parties hereto understand and agree that liability for claims for injuries to persons or property arising out of the negligence of either party, its departments, institutions, agencies, enterprises, boards, officials, and employees is controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S., and §24-30-1501, et seq., C.R.S. Any provision of this Easement Agreement, whether or not incorporated herein by reference, shall be

controlled, limited and otherwise modified so as to limit any liability of the Grantor and the Grantee to the above cited laws.

GRANTOR EXPRESSLY COVENANTS:

1. Grantee and Grantee's agents, assigns and successors shall have access at all times, subject to Grantor's security policies and procedures, to the Property for the purposes set forth herein.

GRANTEE EXPRESSLY COVENANTS:

1. Grantor shall have, during the continuance of this easement, the right to dispose of the Property and to use the Property for other purposes provided such use does not materially interfere with the easement granted herein. In the event Grantor shall, in the future, wish to grant additional easements or rights-of-way which encroach upon the easement granted herein, Grantee expressly agrees and covenants it will consent to share the Property, provided the proposed additional easements or rights-of-way do not materially interfere with the purposes for which this easement is granted.
2. In the event of termination, Grantee, at its expense, shall, upon written request by Grantor, remove all improvements constructed by Grantee from the Property within ninety (90) days of termination and restore the Property as nearly as is practicable to the condition of the land existing immediately prior to Grantee's first use. In the event that Grantee does not remove the improvements within such 90-day period, **Grantor shall have the option to either 1) remove the improvements and restore the Property to its prior condition and bill the Grantee for the cost of removal and restoration, or 2) consider** such improvements abandoned and **the improvements** shall become the property of Grantor. Except as otherwise provided herein, termination of this Easement Agreement shall be by operation of law. If this Easement Agreement is so terminated, consideration paid shall be forfeited.
3. Grantee may not use this grant of easement for any purpose other than that which is specifically described herein. If the Property is used by Grantee for any purpose other than stated herein, the easement is automatically terminated, and all of the right, title and interest of Grantee (and Grantee's successors or assigns) in and to the Property become null and void, and the Property shall absolutely revert to and revest in Grantor as fully and completely as if this instrument had not been executed, without the necessity for suit or re-entry and Grantee shall remove improvements as provided above. No act or omission on the part of any beneficiary of this paragraph shall be a waiver of the operation or enforcement of the paragraph.
4. Grantee agrees to comply with all rules, regulations and policies authoritatively promulgated pertaining to the use of the Property.
5. Grantee agrees to indemnify, defend and hold harmless the Grantor against all liability, loss and expense and against all claims and actions based upon or arising out of injury or death to persons or damage to property, caused by any acts or omissions of Grantee, its successors, assigns, agents or contractors or arising out of Grantee's use of the Property. In the event that Grantee contracts for any work to be performed on the Property, Grantee shall require its contractors and subcontractors to indemnify, defend and hold harmless Grantor, its employees and agents from any and all claims, damages and liabilities whatsoever for injury or death to persons or damage to property arising from the contractors' and/or subcontractors' actions or inactions. All contractors and subcontractors shall be required to abide by and follow the provisions of this easement.
6. Grantee agrees that all excavations or other temporary removal of soil as required for Grantee's use of the Property for the purposes set forth herein shall be properly replaced, and Grantee shall seed, restore and revegetate the surface to substantially its condition existing prior to the disturbance as reasonably possible. Grantee shall be responsible at all times for the immediate repair or replacement of, or reimbursement for any damage to the Property due to Grantee's use of the Property for the purposes set forth herein. Routes of ingress and egress for construction or



for maintenance are to be limited to the minimum necessary locations, and all work areas created must be obliterated, protected against erosion, and restored to the former condition of the land, as nearly as possible by Grantee. Grantor shall determine, in its sole discretion, whether Grantee's restoration complies with this paragraph. In the event Grantee fails to perform the restorative or re-vegetative work required by this paragraph to the sole satisfaction of Grantor, and after thirty (30) days prior written notice specifying with particularity the failure and indicating the remedial steps needed to cure same, Grantor shall be allowed to perform said work, and Grantee shall pay within thirty (30) days all direct and indirect costs incurred by Grantor for restorative or re-vegetative work including, but not limited to, regrading, filling, revegetation, erosion control, and replacing of soil.

7. The easement granted herein is subject to the condition that the Grantee shall properly obtain and maintain all necessary permits or approvals required by Federal, State and local laws, regulations and ordinances. Grantee shall comply with all applicable laws and ordinances (and all rules, regulations and requirements of any governmental authority promulgated thereunder) controlling environmental standards and conditions of Grantee's use of the Property. If any such law, ordinance, rule, regulation or requirement is violated as a result of Grantee's use of the Property and/or its operations on the Property, Grantee shall protect, defend, indemnify and hold harmless Grantor from and against any penalties, fines, costs and expenses including legal fees and court costs incurred by Grantor.
8. Grantee shall provide Grantor with as-built drawings showing the location of any improvements constructed on the Property (including location and depth of any improvements located underground) within thirty (30) days after completion of construction of such improvements.

ADDITIONAL PROVISIONS:

1. **Grantee agrees to notify and coordinate with the Grantor in advance on all planned construction, repair and maintenance activities regarding its improvements in the easement area as to the nature, scheduling, and duration of the work to avoid conflicts with scheduled Grantor events, activities and projects. Routine or mandated activities on Grantee's improvements within the easement area such as, for example line locates, will not require prior notification and coordination with Grantor, provided however Grantee will make reasonable efforts to notify Grantor when working on the Property. Grantor will provide the Grantee with an electronic email address or addresses for such notifications.**

IN WITNESS WHEREOF, the parties hereto have caused this Easement Agreement to be executed the day and year first above written.

GRANTOR:  
STATE OF COLORADO  
**Jared Polis**, Governor  
Acting by and through the  
**Colorado State Fair Authority**

By:   
**Scott Stoller, General Manager**

APPROVED:

STATE OF COLORADO  
Department Of Personnel & Administration  
Real Estate Programs

By: \_\_\_\_\_  
For the Executive Director      Date

APPROVED:

STATE OF COLORADO  
**Philip J. Weiser**, Attorney General

By: \_\_\_\_\_  
**Assistant Attorney General**

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

GRANTEE:  
**City of Pueblo, a municipal corporation**

By: \_\_\_\_\_

Title: \_\_\_\_\_

(If Corporation)  
Attest (Seal)

By: \_\_\_\_\_  
Secretary

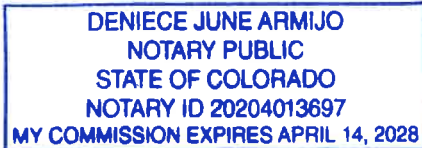
STATE OF COLORADO

)  
) ss.  
)

COUNTY OF PUEBLO

The foregoing instrument was acknowledged before me this 28 day of June, 2024, by Scott Stoller, on behalf of the State of Colorado, Grantor. Witness my hand and official seal.

My commission expires April 14, 2028



Deniece June Armijo  
Notary Public

STATE OF COLORADO

)  
) ss.  
)

COUNTY OF PUEBLO

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2024, by \_\_\_\_\_ on behalf of the **City of Pueblo**, Grantee. Witness my hand and official seal.

My commission expires \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

**EXHIBIT "A"**  
**PARCEL NUMBER: PE-4**  
**PROJECT CODE: 22971**  
**PROJECT NUMBER: TAP M086-082**  
**DATE: January 17, 2024**  
**DESCRIPTION**

A tract or parcel of land No. PE-4 of the County of Pueblo, State of Colorado, Project Code 22971, Project No. TAP M086-082, containing 0.006 acres, more or less, in the southwest one-quarter (SW1/4) of Section 2, Township 21 South, Range 65 West, of the 6th Principal Meridian, Pueblo County, State of Colorado, also being a part of Block 12, Smith's Mesa Addition, Pueblo County Records, said tract or parcel being more particularly described as follows:

**COMMENCING** at a City of Pueblo Monument, a concrete monument with a lead plug in concrete in a range box located at the intersection of the west line of South Prairie Avenue and the centerline of Tulane Street; Thence South 03°51'40" East, a distance of 1375.26 feet to the southwest corner of said Block 12, also being the **TRUE POINT OF BEGINNING**;

1. Thence North 01°05'32" West, along the west line of said Block 12, a distance of 16.33 feet;
2. Thence North 88°54'28" East, a distance of 15.78 feet;
3. Thence South 01°05'32" East, a distance of 16.33 feet to the south line of Block 12;
4. Thence South 88°54'28" West, along said south line, a distance of 15.78 feet to the **TRUE POINT OF BEGINNING**.

The above described parcel contains 258 sq. ft. or 0.006 acres, more or less.

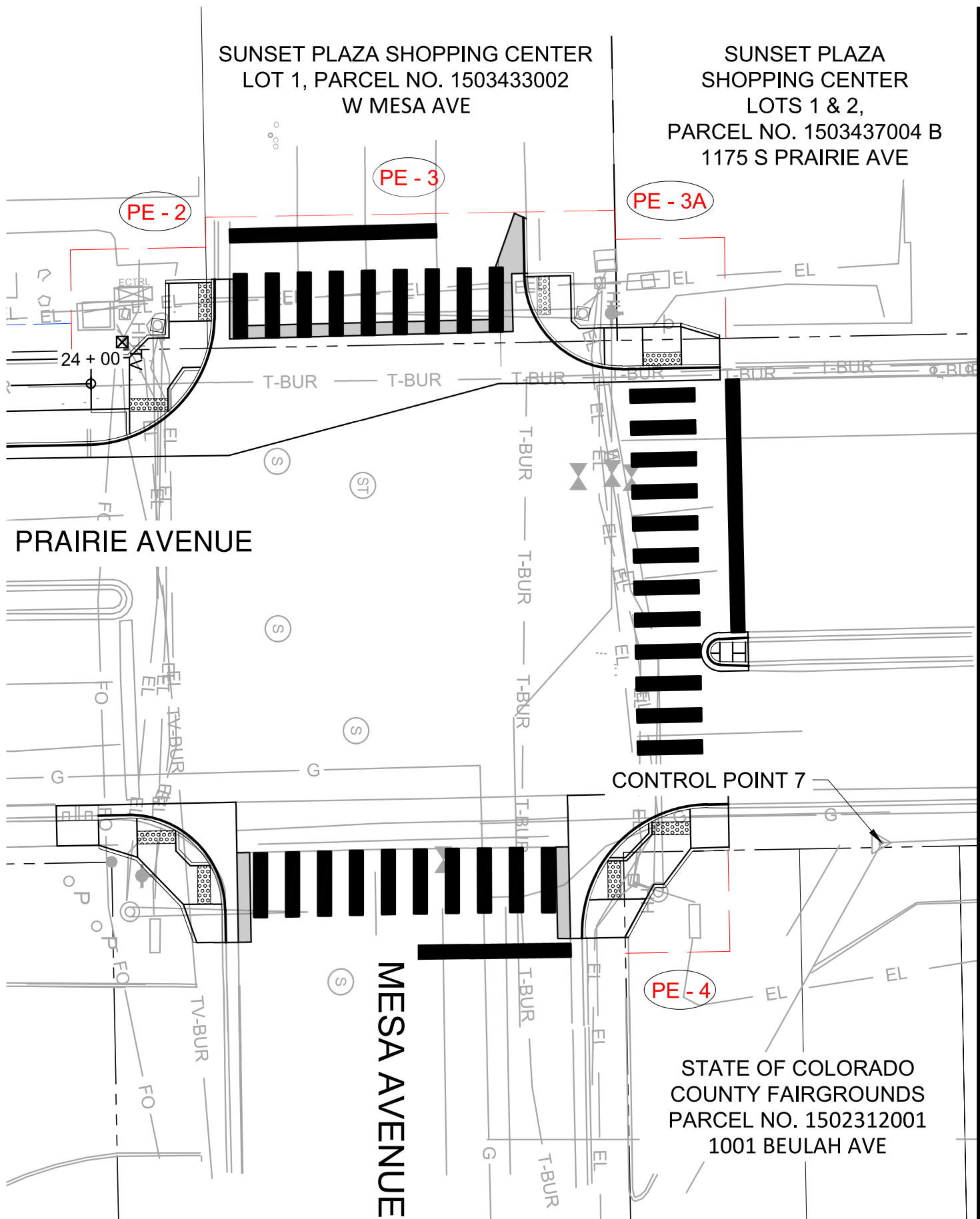
The purpose of the above described Permanent Easement is for street, sidewalk, utility, construction, traffic control, and maintenance.

Basis of Bearings: All bearings are based on a line between a City of Pueblo Monument at the intersection of the west line of South Prairie Avenue and the centerline of Tulane Street and the point of curve in the centerline of Tulane Street east of Oxford Street (both lead plugs in concrete in a range box) bearing South 88°52'44" West, a distance of 1032.68 feet.

This legal description is not to be construed as representing a monumented land survey.



For and on the Behalf of the City of Pueblo  
Scott J. Klinker, PLS 38377  
2000 South Colorado Blvd, Suite 6000  
Denver, CO 80222



SUNSET PLAZA SHOPPING CENTER  
LOT 1, PARCEL NO. 1503433002  
W MESA AVE

SUNSET PLAZA SHOPPING CENTER  
LOTS 1 & 2,  
PARCEL NO. 1503437004 B  
1175 S PRAIRIE AVE

PRAIRIE AVENUE

MESA AVENUE

CONTROL POINT 7

STATE OF COLORADO  
COUNTY FAIRGROUNDS  
PARCEL NO. 1502312001  
1001 BEULAH AVE



**Background Paper for Proposed Ordinance**

**COUNCIL MEETING DATE:** August 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 VACATING A PORTION OF MECHANIC STREET AND RICHMOND AVENUE AND PORTIONS OF A 20-FOOT ALLEY IN THE CENTRAL PUEBLO SUBDIVISION GENERALLY LOCATED WEST OF SANTA FE DRIVE AND AT THE INTERSECTION OF MECHANIC STREET AND RICHMOND AVENUE

**SUMMARY:**

The City is requesting to vacate a portion of Mechanic Street (12,536 square feet) in the Central Pueblo and Hobsons Amended Subdivision, and Richmond Avenue (8,080 square feet) and portions of a 20-foot alley in the Central Pueblo Subdivision (5,826 square feet) for the purposes of expanding the Historic Arkansas Riverwalk Project, facilitating a new subdivision and the construction of a new boathouse.

**PREVIOUS COUNCIL ACTION:**

The applicant is concurrently requesting to resubdivide (S-23-06) portions of the Central Pueblo, Moore's Subdivision, and Hobson's Subdivision Amended into a two lot, 3-acre subdivision for the purpose of expanding the Riverwalk development.

**BACKGROUND:**

The applicant is requesting the vacation of three distinct sections of right of way: (1) a 12,546 square foot section of Mechanic Street in the Central Pueblo and Hobson's Amended Subdivision; (2) a 8,080 square foot section of Richmond Avenue in the Central Pueblo Subdivision; and (3), a portion of the twenty-foot (20') alley in the Plan of Central Pueblo Subdivision. The purpose of the three vacations is to allow the City to assemble the land into a two-lot subdivision for the expansion of the Riverwalk, the construction of a new boathouse and a site for future development. The new boathouse site plan was approved by the Planning and Zoning Commission with case GU-23-04 and the land was rezoned from I-1 and I-3 to S-1 and approved by City Council in 2023 with case Z-23-05.

### **Vacation Area One: Mechanic Street**

This application will vacate the forty (40') foot wide southeasterly half of Mechanic Street, the northwesterly half was vacated previously, Reception No. 2135298. The complete width of Mechanic Street will be vacated adjacent to lots 1-6, Block 2, Central Pueblo Subdivision and Lot 1, Block 1, Moore's Subdivision or about 10,885 square feet. The northern portion of Mechanic Street, adjacent to Santa Fe Avenue will remain as public right of way to provide access to the loading zone for the Pueblo Convention Center. The vacated portion of Mechanic Street will be reserved as a public utility easement and the reservation will be terminated upon removal of said utilities.

### **Vacation Area Two: Richmond Avenue**

A northwesterly to southwesterly forty (40') foot wide, 8,080 square foot portion of Mechanic Avenue will be vacated. This segment is currently the end of the Riverwalks Chanel. The vacated portion of Richmond Avenue will be reserved as a sanitary sewer and public utility easement, the reservation will be terminated upon relocation of the utilities.

### **Vacation Area Three: 20' Alley**

A 5,826 square foot segment of the twenty (20') foot alley that runs northeast to southwest from Richmond Avenue to the location of the current HARP Offices will be vacated. This area is currently an area that runs between the HARP Office and parking lot and the City transit facility. The vacated portion of the 20' alley will be reserved as a sanitary sewer and public utility easement and the reservation will be terminated upon removal of said utilities.

### **FINANCIAL IMPLICATIONS:**

There are no financial implications for the City.

### **BOARD/COMMISSION RECOMMENDATION:**

The Planning and Zoning Commission, at their March 13, 2024, Regular Meeting, voted 7-0 to recommend approval.

### **STAKEHOLDER PROCESS:**

The Planning Department sent out Notice of the Planning and Zoning Commission Public Hearing to all property owners located within 300 feet of the subject property.

A Public Notice poster was placed on the subject property 15 days prior to the Public Hearing.

### **ALTERNATIVES:**

If City Council does not approve this Ordinance, the right-of-way will remain as currently dedicated which will impede the expansion of the Historic Arkansas Riverwalk Project.

Upon request of City Council, the Ordinance could be returned to the Planning and Zoning Commission for consideration of proposed modifications.

### **RECOMMENDATION:**

Approval of the Ordinance.

**ATTACHMENTS:**

1. V-23-04 Combined Attachments



ORDINANCE NO. 10749

AN ORDINANCE VACATING A PORTION OF MECHANIC STREET AND RICHMOND AVENUE AND PORTIONS OF A 20-FOOT ALLEY IN THE CENTRAL PUEBLO SUBDIVISION GENERALLY LOCATED WEST OF SANTA FE DRIVE AND AT THE INTERSECTION OF MECHANIC STREET AND RICHMOND AVENUE

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

SECTION 1.

The following described portion of street right of way:

A PORTION OF MECHANIC STREET, A PORTION OF RICHMOND AVENUE AND A PORTION OF A 20 FOOT ALLEY, CENTRAL PUEBLO, BEING A PORTION OF THE EAST HALF OF SECTION 36, TOWNSHIP 20 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF PUEBLO, PUEBLO COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE CENTER LINE OF RICHMOND AVENUE BEING MONUMENTED AT THE SOUTHEASTERLY END SOUTHEASTERLY END BY A BRASS TACK AND THE NORTHWESTERLY END BEING THE INTERSECTION OF RICHMOND AVENUE AND CENTRAL MAIN STREET BY A ALUMINUM CAP AND THE ASSUMED TO BEAR N46°04'51"W A DISTANCE OF 750.40 FEET.

RIGHT-OF-WAY VACATION - MECHANIC STREET

COMMENCING AT THE NORTHEAST CORNER OF PARCEL A, REARRANGEMENT OF PROPERTY BOUNDARIES RPB-19-04, RECORDED UNDER RECEPTION NUMBER 2137387 RECORDS OF PUEBLO COUNTY, COLORADO; THENCE N46°04'51"W ON THE NORTHERLY LINE OF SAID PARCEL A, REARRANGEMENT OF PROPERTIES ALSO BEING THE SOUTHERLY RIGHT-OF-WAY LINE OF RICHMOND AVENUE A DISTANCE OF 139.76 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF MECHANIC STREET; THENCE N43°52'58"E ON SAID EASTERLY RIGHT-OF-WAY LINE A DISTANCE OF 331.80 FEET TO THE POINT OF BEGINNING; THENCE N88°43'03"W A DISTANCE OF 54.34 FEET TO THE NORTHEASTERLY POINT OF THE STREET VACATION OF MECHANIC STREET AS RECORDED UNDER RECEPTION NUMBER 2135298 RECORDS OF PUEBLO COUNTY; THENCE N46°04'51"W ON THE NORTHERLY LINE OF SAID STREET VACATION A DISTANCE OF 40.00 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF SAID MECHANIC STREET; THENCE N43°52'58"E ON SAID WESTERLY RIGHT-OF-WAY LINE A DISTANCE OF 140.07 FEET; THENCE S53°28'52"E A DISTANCE OF 80.67 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF SAID MECHANIC STREET; THENCE S43°52'58"W ON SAID EASTERLY RIGHT-OF-WAY LINE A DISTANCE OF 113.65 FEET TO THE POINT OF BEGINNING..

CONTAINING A CALCULATED AREA OF 10,885 SQUARE FEET OR 0.250 ACRES MORE OR LESS.

A PORTION OF MECHANIC STREET, A PORTION OF RICHMOND AVENUE AND A

PORTION OF A 20 FOOT ALLEY, CENTRAL PUEBLO, BEING A PORTION OF THE WEST HALF OF SECTION 36, TOWNSHIP 20 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF PUEBLO, PUEBLO COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE CENTER LINE OF RICHMOND AVENUE BEING MONUMENTED AT THE SOUTHEASTERLY END SOUTHEASTERLY END BY A BRASS TACK AND THE NORTHWESTERLY END BEING THE INTERSECTION OF RICHMOND AVENUE AND CENTRAL MAIN STREET BY A ALUMINUM CAP AND THE ASSUMED TO BEAR N46°04'51"W A DISTANCE OF 750.40 FEET.

#### RIGHT-OF-WAY VACATION - MECHANIC STREET

COMMENCING AT THE NORTHEAST CORNER OF PARCEL A, REARRANGEMENT OF PROPERTY BOUNDARIES RPB-19-04, RECORDED UNDER RECEPTION NUMBER 2137387 RECORDS OF PUEBLO COUNTY, COLORADO; THENCE N46°04'51"W ON THE NORTHERLY LINE OF SAID PARCEL A, REARRANGEMENT OF PROPERTIES ALSO BEING THE SOUTHERLY RIGHT-OF-WAY LINE OF RICHMOND AVENUE A DISTANCE OF 139.76 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N46°04'51"W ON SAID SOUTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 40.00 FEET TO THE SOUTHEASTERLY CORNER OF THE STREET VACATION OF MECHANIC STREET AS RECORDED UNDER RECEPTION NUMBER 2135298 OF SAID RECORDS, SAID POINT BEING THE CENTER LINE OF MECHANIC STREET; THENCE N43°52'58"E ON THE EASTERLY LINE OF SAID STREET VACATION A DISTANCE OF 295.00 FEET; THENCE S88°43'03"E, A DISTANCE OF 54.34 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF MECHANIC STREET; THENCE S43°52'58"W ON SAID RIGHT-OF-WAY LINE A DISTANCE OF 331.81 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 12,536 SQUARE FEET OR 0.288 ACRES MORE OR LESS.

#### RIGHT-OF-WAY VACATION -RICHMOND AVENUE

COMMENCING AT THE NORTHEAST CORNER OF PARCEL A, REARRANGEMENT OF PROPERTY BOUNDARIES RPB-19-04, RECORDED UNDER RECEPTION NUMBER 2137387 RECORDS OF PUEBLO COUNTY, COLORADO, SAID POINT BEING THE POINT OF BEGINNING; THENCE N46°04'51"W ON THE NORTHERLY LINE OF SAID PARCEL A, REARRANGEMENT OF PROPERTIES ALSO BEING THE SOUTHERLY RIGHT-OF-WAY LINE OF RICHMOND AVENUE A DISTANCE OF 139.76 FEET ; THENCE N43°52'58"E A DISTANCE OF 40.00 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF SAID RICHMOND AVENUE; THENCE S46°04'51"E ON THE NORTHERLY RIGHT-OF-WAY LINE OF SAID RICHMOND AVENUE A DISTANCE OF 201.99 FEET; THENCE S43°55'09"W A DISTANCE OF 40.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID RICHMOND AVENUE; THENCE N46°04'51"W A DISTANCE OF 42.21 FEET; THENCE N46°04'51"W A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 8,080 SQUARE FEET OR 0.185 ACRES MORE OR LESS.

#### RIGHT-OF-WAY VACATION -20 FOOT ALLEY

COMMENCING AT THE NORTHEAST CORNER OF PARCEL A, REARRANGEMENT OF PROPERTY BOUNDARIES RPB-19-04, RECORDED UNDER RECEPTION NUMBER 2137387 RECORDS OF PUEBLO COUNTY, COLORADO AND THE NORTHWEST CORNER

OF THE 20 FOOT ALLEY IN BLOCK 3 CENTRAL PUEBLO, SAID POINT BEING THE POINT OF BEGINNING; THENCE S46°04'51"E ON THE SOUTHERLY RIGHT-OF-WAY LINE OF RICHMOND AVENUE A DISTANCE OF 20.00 FEET TO THE NORTHEAST CORNER OF SAID ALLEY; THENCE S43°55'09"W ON THE EASTERLY BOUNDARY LINE OF SAID ALLEY A DISTANCE OF 291.30 FEET; THENCE N46°04'51"W A DISTANCE OF 20.00 FEET TO A POINT ON THE WESTERLY BOUNDARY LINE OF SAID ALLEY; THENCE N43°55'09"E ON SAID WESTERLY LINE A DISTANCE OF 291.30 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 5,826 SQUARE FEET OR 0.134 ACRES MORE OR LESS

is hereby vacated.

## SECTION 2.

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

## SECTION 3.

This Ordinance shall be approved but shall not become effective until the final vacation plat is recorded in the office of the Pueblo County Clerk and Recorder. If the vacation plat is not recorded within one (1) year after of this Ordinance, or within any extended period granted by Ordinance of the City Council, this Ordinance shall automatically be rescinded and repealed thirty (30) days after written notice of such rescission and repeal is given to the applicant. No vested rights shall accrue to the subdivision or be acquired until this Ordinance becomes effective.

## 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 July 22, 2024.

Final adoption of Ordinance by City Council on August 12, 2024.

DocuSigned by:  
*Mark Aliff*  
B7A4F51823AB462...  
\_\_\_\_\_  
President of City Council

**Action by the Mayor:**

☒ Approved on 8/13/2024 | 2:24 PM MDT.

☐ Disapproved on \_\_\_\_\_ based on the following objections:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signed by:  
Heather Graham  
3A85950B7BCA462...  
\_\_\_\_\_  
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

DocuSigned by:  
ms  
7C02EBDFFC3D43C...  
\_\_\_\_\_  
City Clerk



# CENTRAL PUEBLO RIGHT-OF-WAY VACATION

## A PORTION OF MECHANIC STREET, A PORTION OF RICHMOND AVENUE AND A PORTION OF A 20 FOOT ALLEY, CENTRAL PUEBLO, BEING A PORTION OF THE EAST HALF OF SECTION 36, TOWNSHIP 20 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF PUEBLO, PUEBLO COUNTY, COLORADO

### LEGAL DESCRIPTION:

A PORTION OF MECHANIC STREET, A PORTION OF RICHMOND AVENUE AND A PORTION OF A 20 FOOT ALLEY, CENTRAL PUEBLO, BEING A PORTION OF THE WEST HALF OF SECTION 36, TOWNSHIP 20 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF PUEBLO, PUEBLO COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BASIS OF BEARINGS:** THE CENTER LINE OF RICHMOND AVENUE BEING MONUMENTED AT THE SOUTHEASTERLY END SOUTHEASTERLY END BY A BRASS TACK AND THE NORTHWESTERLY END BEING THE INTERSECTION OF RICHMOND AVENUE AND CENTRAL MAIN STREET BY A ALUMINUM CAP AND THE ASSUMED TO BEAR N46°04'51"W A DISTANCE OF 750.40 FEET.

### RIGHT-OF-WAY VACATION - MECHANIC STREET

COMMENCING AT THE NORTHEAST CORNER OF REARRANGEMENT OF PROPERTY BOUNDARIES RPB-19-04, RECORDED UNDER RECEPTION NUMBER 2137387 RECORDS OF PUEBLO COUNTY, COLORADO; THENCE N46°04'51"W ON THE NORTHERLY LINE OF SAID REARRANGEMENT OF PROPERTIES ALSO BEING THE SOUTHERLY RIGHT-OF-WAY LINE OF RICHMOND AVENUE A DISTANCE OF 139.76 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N46°04'51"W ON SAID SOUTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 40.00 FEET TO THE SOUTHEASTERLY CORNER OF THE STREET VACATION OF MECHANIC STREET AS RECORDED UNDER RECEPTION NUMBER 2135298 OF SAID RECORDS, SAID POINT BEING THE CENTER LINE OF MECHANIC STREET; THENCE N43°52'58"E ON THE EASTERLY LINE OF SAID STREET VACATION A DISTANCE OF 295.00 FEET; THENCE 88°43'03"E A DISTANCE OF 54.34 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF MECHANIC STREET; THENCE S43°52'58"E ON SAID RIGHT-OF-WAY LINE A DISTANCE OF 331.81 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 12,536 SQUARE FEET OR 0.288 ACRES MORE OR LESS.

### RIGHT-OF-WAY VACATION - RICHMOND AVENUE

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CONTAINING A CALCULATED AREA OF 8,080 SQUARE FEET OR 0.185 ACRES MORE OR LESS.

### RIGHT-OF-WAY VACATION -20 FOOT ALLEY

COMMENCING AT THE NORTHEAST CORNER OF REARRANGEMENT OF PROPERTY BOUNDARIES RPB-19-04, RECORDED UNDER RECEPTION NUMBER 2137387 RECORDS OF PUEBLO COUNTY, COLORADO; AND THE WESTERLY BOUNDARY LINE OF THE 20 FOOT ALLEY IN BLOCK 3 CENTRAL PUEBLO; THENCE S43°55'09"W ON THE EASTERLY BOUNDARY LINE OF SAID REARRANGEMENT OF PROPERTY BOUNDARIES AND SAID 20 FOOT ALLEY A DISTANCE OF 291.30 FEET; THENCE S46°04'51"E A DISTANCE OF 20.00 FEET TO THE EASTERLY BOUNDARY OF SAID ALLEY; THENCE N43°55'09"E ON THE EASTERLY BOUNDARY LINE OF SAID ALLEY A DISTANCE OF 291.30 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF RICHMOND AVENUE; THENCE N46°04'51"W ON SAID SOUTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 5,826 SQUARE FEET OR 0.134 ACRES MORE OR LESS

### PURPOSE:

REDEVELOPMENT

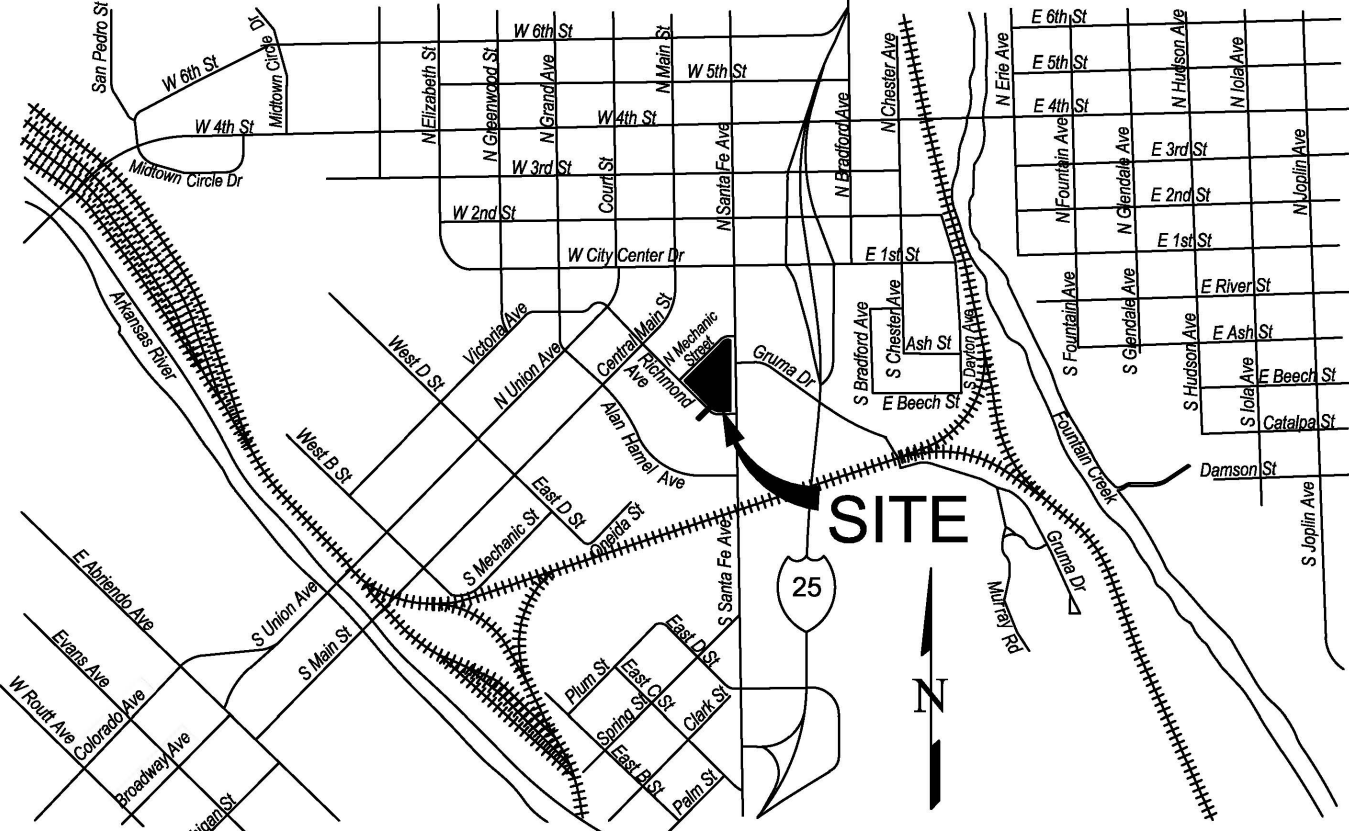
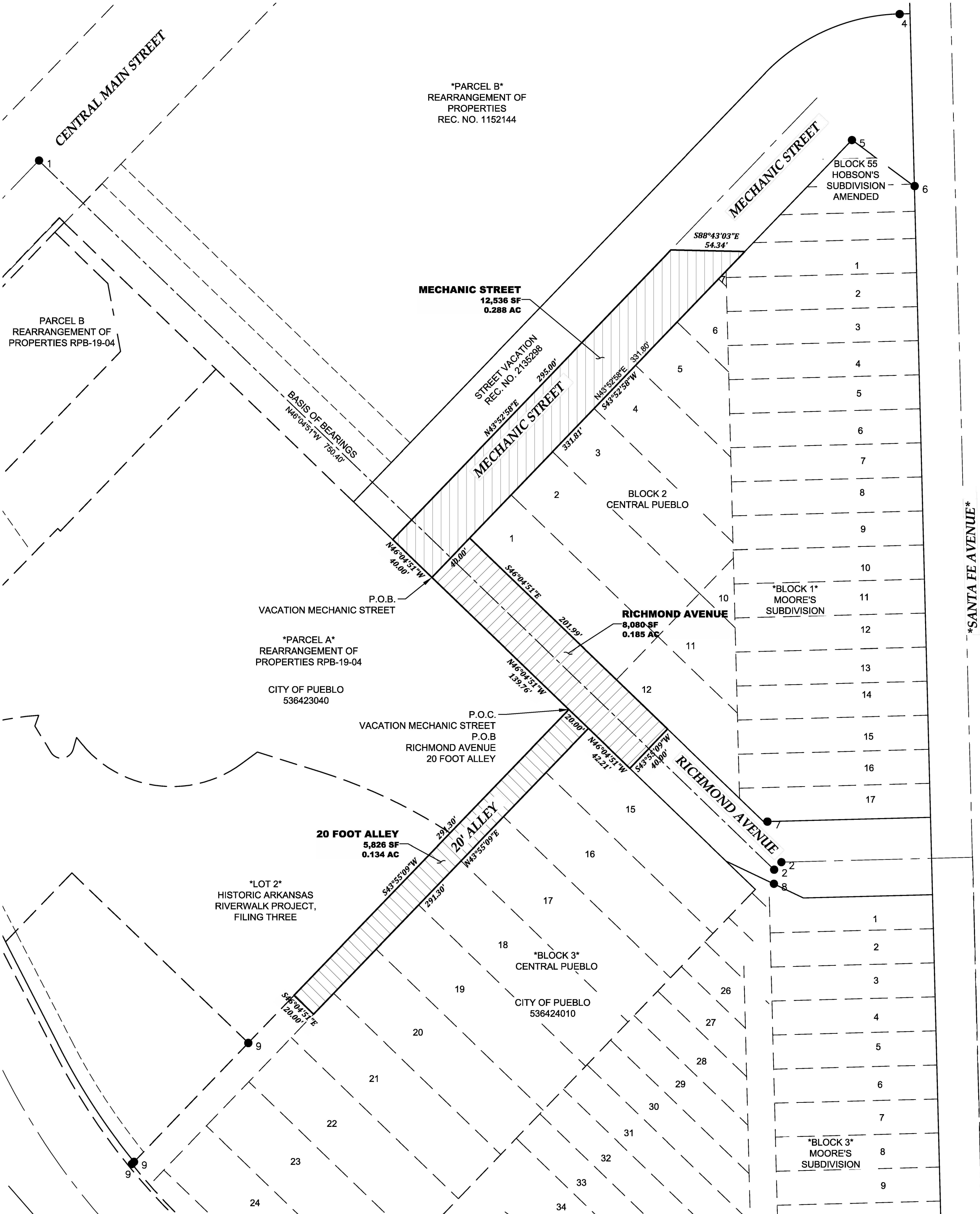
### RESERVATIONS:

MECHANIC STREET THE RIGHT-OF-WAY TO BE VACATED IS RESERVED AS A PUBLIC UTILITY EASEMENT TO MAINTAIN THE EXISTING PUBLIC UTILITIES LOCATED IN SAID RIGHT-OF-WAY. THE RESERVATION WILL BE TERMINATED UPON REMOVAL OF SAID UTILITIES.

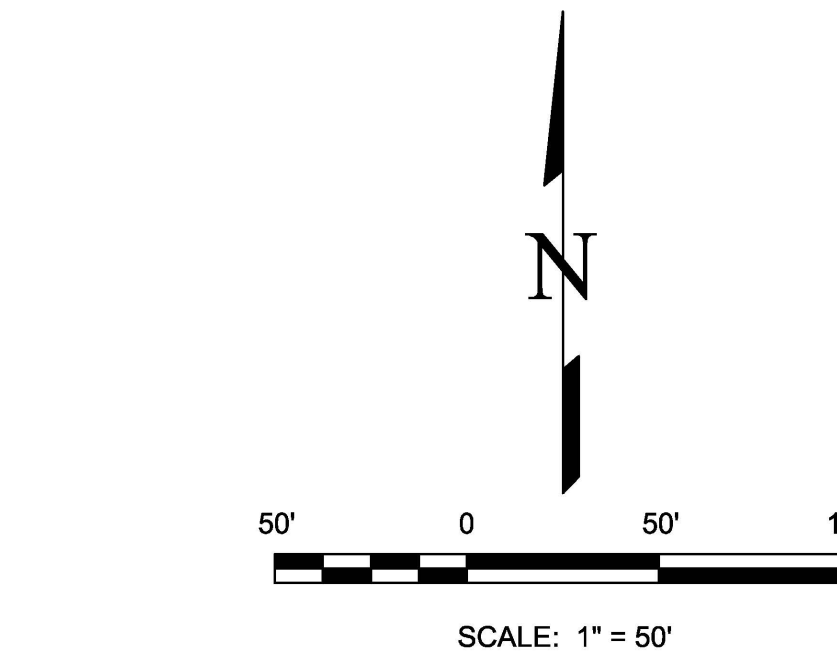
RICHMOND AVENUE THE RIGHT-OF-WAY TO VACATED IS RESERVED AS A SANITARY SEWER AND PUBLIC UTILITY EASEMENT TO MAINTAIN THE EXISTING PUBLIC UTILITIES LOCATED IN SAID RIGHT-OF-WAY. THE RESERVATION WILL BE TERMINATED UPON REMOVAL OF SAID UTILITIES.

20 FOOT ALLEY THE RIGHT-OF-WAY OF THE 20 FOOT ALLEY IS RESERVED AS A SANITARY SEWER AND PUBLIC UTILITY EASEMENT TO MAINTAIN THE EXISTING SANITARY SEWER AND PUBLIC UTILITIES LOCATED IN SAID RIGHT-OF-WAY. THE RESERVATION WILL BE TERMINATED UPON REMOVAL OF SAID UTILITIES.

ALL OF THE STREETS, EASEMENTS FOR DRAINAGE, DETENTION, SANITARY, STORMWATER, TRAIL AND ALL PUBLIC UTILITIES, SHOWN HEREON, ARE HERBY DEDICATED TO THE CITY FOR PERPETUAL USE OF THE PUBLIC. WITH RESPECT TO ALL EASEMENTS FOR CITY UTILITIES, INCLUDING BUT NOT LIMITED TO SANITARY AND STORM WATER SERVICES AND WHETHER DESIGNATED AS A DRAINAGE EASEMENT, PUBLIC UTILITY EASEMENT OR OTHERWISE HEREON, THE CITY OF PUEBLO SHALL HAVE THE RIGHT, WITHOUT THE NECESSITY AT ANY TIME OF PROCURING THE CONSENT OR PERMISSION OF ANYONE, TO REMOVE ANY BUILDING, FENCE, TREE, STREET OR OTHER IMPROVEMENT OR GROWTH LOCATED UPON SUCH EASEMENT THAT MAY IN ANY WAY ENDANGER OR INTERFERE WITH THE CONSTRUCTION, RECONSTRUCTION, MAINTENANCE, INSPECTION OR REMOVAL OF ALL OR ANY PARTS OF SAID CITY UTILITIES AND TO RECOVER THE COSTS THEREOF, PLUS AN ADMINISTRATIVE CHARGE OF 15% FROM SAID OWNER(S)



VICINITY MAP  
NOT TO SCALE



### LEGEND:

- AREA NOT INCLUDED IN THIS SURVEY

### SURVEYOR'S STATEMENT:

I, EDWARD R. FISHER, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, ON THE BASIS OF MY KNOWLEDGE, INFORMATION AND BELIEF, DO HEREBY STATE THAT THIS VACATION PLAT HAS BEEN PREPARED UNDER MY RESPONSIBLE CHARGE IN OF TO NORMAL STANDARDS OF CARE OF A PROFESSIONAL LAND SURVEYOR PRACTICING IN THE STATE OF COLORADO, AND IS IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE. THIS STATEMENT IS NOT A GUARANTY OR WARRANTY, EITHER EXPRESSED OR IMPLIED.

EDWARD R. FISHER, PROFESSIONAL LAND SURVEYOR  
COLORADO P.L.S. NO. 38042  
FOR AND ON BEHALF OF EDWARD-JAMES SURVEYING, INC.

### NOTICE:

ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.

ORDINANCE NO: \_\_\_\_\_  
PLAT FILED FOR RECORD: \_\_\_\_\_  
ORDINANCE RECEPTION NO: \_\_\_\_\_  
PLAT RECEPTION NO: \_\_\_\_\_

| NO. | REVISIONS | DESCRIPTION | DATE |
|-----|-----------|-------------|------|
|     |           |             |      |
|     |           |             |      |
|     |           |             |      |
|     |           |             |      |

**EDWARD-JAMES SURVEYING, INC.**  
926 Elkton Drive  
Colorado Springs, CO 80907  
Office: (719) 576-1216  
Fax: (719) 576-1206  
4732 Eagleridge Circle  
Pueblo, CO 81008  
Office: (719) 545-6240  
Fax: (719) 545-6247



**CENTRAL PUEBLO  
RIGHT-OF-WAY VACATION**  
BEING A PORTION OF THE EAST HALF OF SECTION 36, TOWNSHIP 20 SOUTH, RANGE 65 WEST  
OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF PUEBLO, PUEBLO COUNTY, COLORADO

|              |           |
|--------------|-----------|
| DRAWN BY     | JWT       |
| CHECKED BY   | ERF       |
| H-SCALE      | 1" = 50'  |
| JOB NO.      | 2399-00   |
| DATE CREATED | 2/20/2023 |
| DATE ISSUED  | DRAFT     |
| SHEET NO     | 1 OF 1    |



# HOBSON'S SUBDIVISION AMENDED RIGHT-OF-WAY VACATION

## A PORTION OF MECHANIC STREET, HOBSON'S SUBDIVISION AMENDED BEING A PORTION OF THE WEST HALF OF SECTION 31, TOWNSHIP 20 SOUTH, RANGE 64 WEST, OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF PUEBLO, PUEBLO COUNTY, COLORADO

### LEGAL DESCRIPTION:

A PORTION OF MECHANIC STREET, A PORTION OF RICHMOND AVENUE AND A PORTION OF A 20 FOOT ALLEY, CENTRAL PUEBLO, BEING A PORTION OF THE EAST HALF OF SECTION 36, TOWNSHIP 20 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF PUEBLO, PUEBLO COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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### RIGHT-OF-WAY VACATION - MECHANIC STREET

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CONTAINING A CALCULATED AREA OF 10,885 SQUARE FEET OR 0.250 ACRES MORE OR LESS.

### PURPOSE:

REDEVELOPMENT

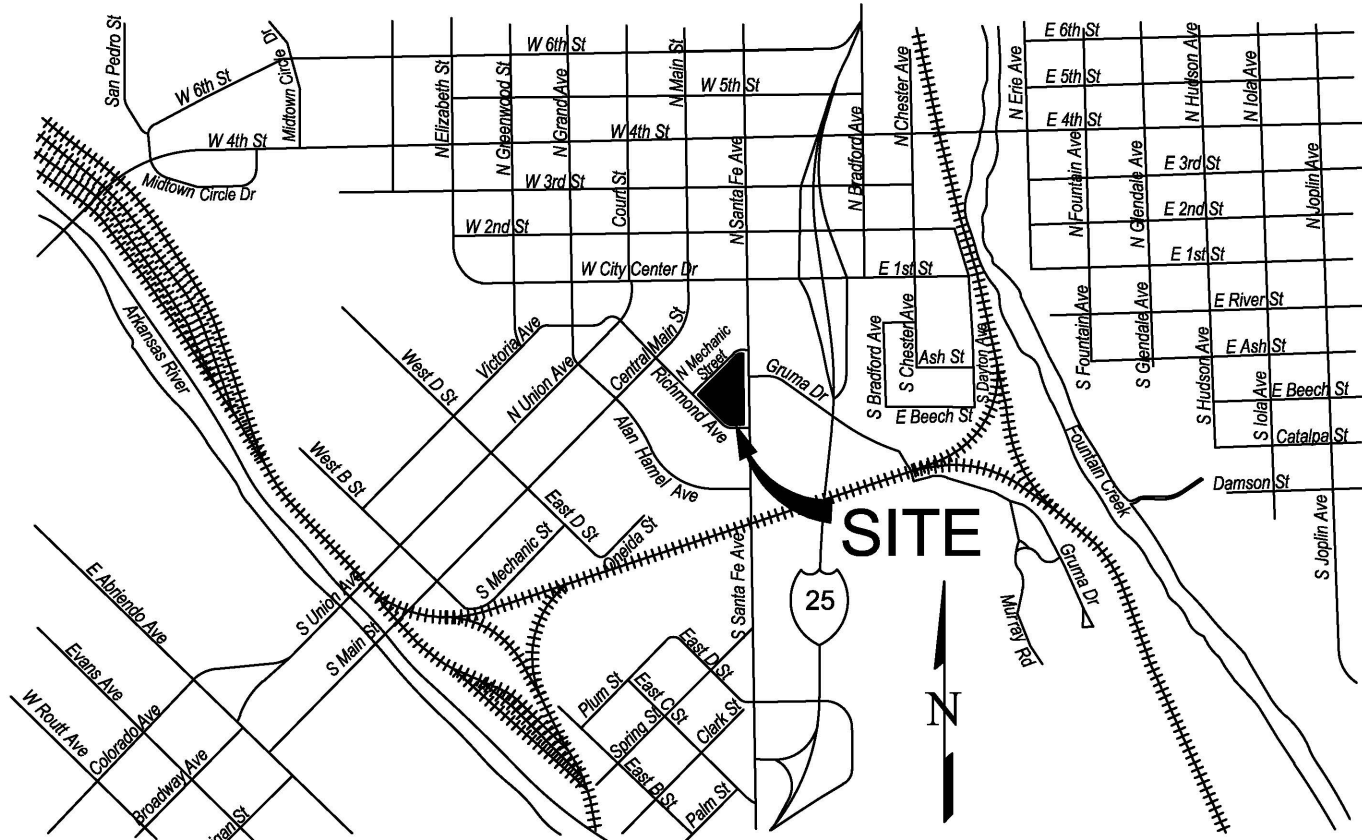
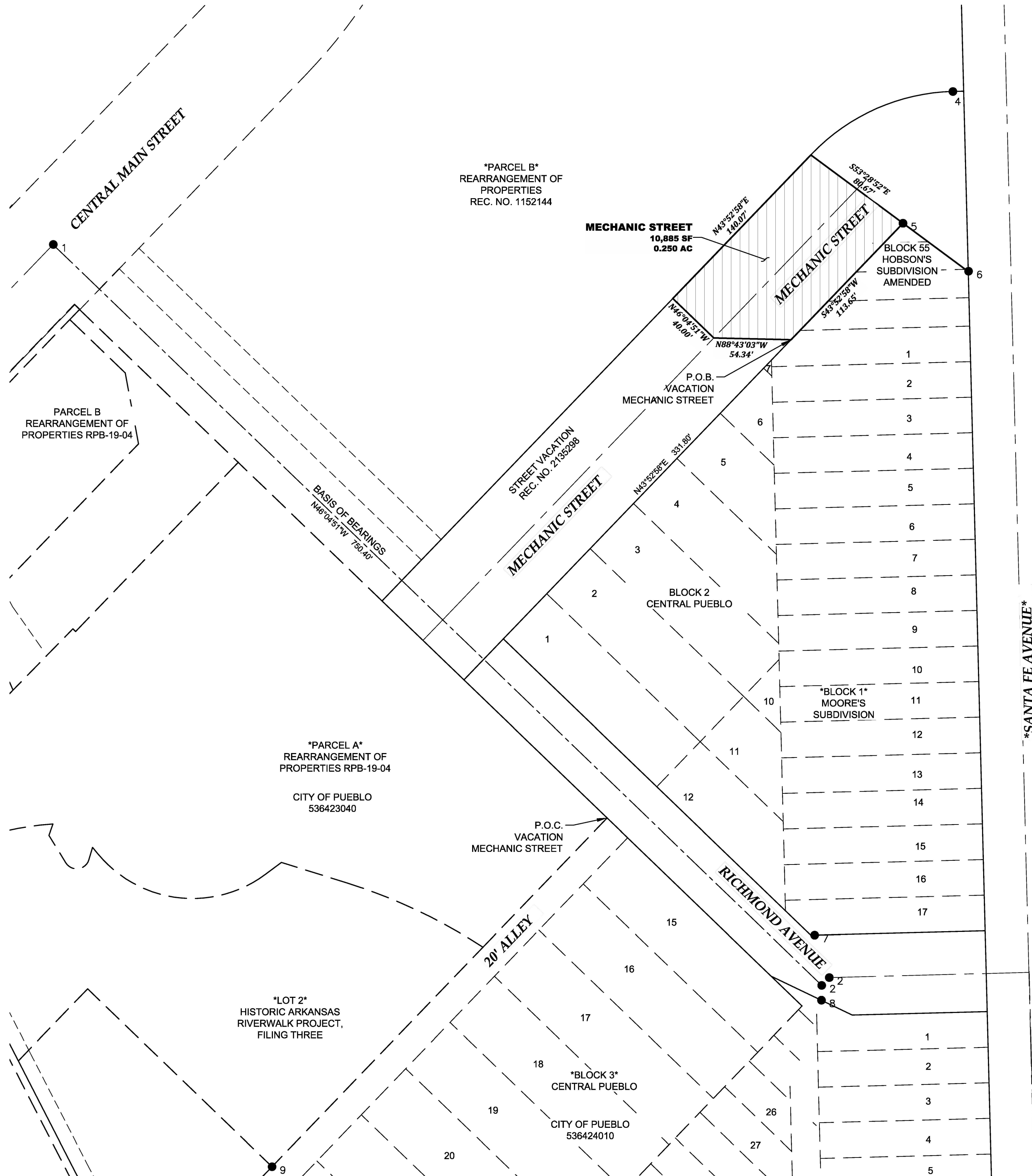
### RESERVATIONS:

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### NOTICE:

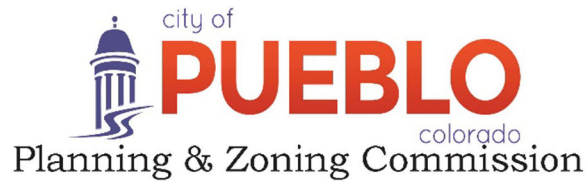
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Mike Castellucci  
*Chair*

Patrick Avalos  
*Vice Chair*

Roger Gomez  
*City Council Representative*



Christopher Pasternak

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

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## ***MINUTES OF REGULAR MEETING***

City of Pueblo, Colorado

Wednesday, March 13, 2024 – 3:30 p.m.

City Council Chambers, 1 City Hall Place

The meeting was called to order at 3:31 p.m. with Commissioner Castellucci presiding.

**Commissioners Present:** Mike Castellucci, Patrick Avalos, Cheryl Spinuzzi, Lisa Bailey, Roger Gomez, Alexander Aznar, Christopher Pasternak.

**Commissioners Absent:**

**Staff Members Present:** David Wyatt, Assistant City Attorney; Scott Hobson, Acting Director of Planning and Community Development, Beritt Odom, Principal Planner; Wade Broadhead, Senior Planner, Mikaylin Hackley, Planner, and Cindy Capritta, Land Use Tech. Kelly Grisham, Project Coordinator, Public Works, Joe Martellaro, Engineer, Public Works.

**Staff Members Absent:** None

**Approval of the Agenda:** Bailey motioned to approve the agenda, seconded by Avalos.

**Motion Passed:** 7-0

**Public Hearing:**

**5. V-23-04 Vacation:** A vacation of portions of Mechanic Street, Richmond Avenue, and a 20' Alley in the Central Pueblo and Hobson Amended subdivisions. Historic Arkansas Extension (HARP) 175 S. Santa Fe. Staff Report by Wade Broadhead, Sr. Planner.

**Hearing:** City application, no testimony required. No one appeared in opposition.

**Commission Action:** Bailey motioned to approve the application, seconded by Aznar.

**Motion Passed:** 7-0.



DEPARTMENT OF PUBLIC WORKS

## MEMORANDUM

**TO:** Beritt Odom, Principal Planner

**CC:** Michelle Cruz, Administrative Technician  
Subdivision File

**FROM:** Joe Martellaro, Associate Engineer II

**SUBJECT:** V-23-04 HARP Expansion  
S-23-06 Historic Arkansas Riverwalk Project, Filing Four

**DATE:** July 2, 2024

---

Please place the above referenced submittals on the City Council Agenda.



## V-23-04

**TO:** City of Pueblo, Planning and Zoning Commission

**FROM:** Wade Broadhead, Sr. Planner

**THROUGH:** Scott Hobson, Acting Planning and Community Development Director

**DATE:** March 13, 2024

**SUBJECT:** Vacate a portion of Mechanic Street in the Central Pueblo and Hobson's Amended Subdivision, and Richmond Avenue and portions of a 20' alley in the Central Pueblo Subdivision

**APPLICANT:** Edward Fisher, Edward James Surveying Inc., and the City of Pueblo

**OWNER:** City of Pueblo

**LOCATION:** Generally located west of Santa Fe Drive and at the intersection of Mechanic Street and Richmond Avenue.

**CONCURRENT REQUESTS:** S-23-06 HARP Filing 4 Subdivision

**Request:**

Vacate a portion of Mechanic Street (12,536 sq. ft.) in the Central Pueblo and Hobsons Amended Subdivision, and Richmond Ave. (8,080 sq. ft.) and portions of a 20' alley in the Central Pueblo Subdivision (5,826 sq. ft) for the purposes of expanding the Historic Arkansas Riverwalk project, facilitating a new resubdivision, and the construction of a new boathouse.

**Staff review and findings:**

The applicant is requesting the vacation of three distinct sections of right of way: (1) a 12,546 sq. ft. section of Mechanic Street in the Central Pueblo and Hobson's Amended Subdivision; (2) a 8,080 sq. ft. section of Richmond Avenue in the Central Pueblo Subdivision; and (3), a portion of the twenty ft. (20') alley in the Plan of Central Pueblo Subdivision.

The purpose of the three vacations is to allow the City to assemble the land into a two lot subdivision for the expansion of the Riverwalk, the construction of a new boathouse and a site for future development. The new boathouse site plan was approved by the Planning and Zoning Commission with case GU-23-04 and the land was rezoned from I-1 and I-3 to S-1 and approved by City Council in 2023 with case Z-23-05.

**Vacation Area One: Mechanic Street**

This application will vacate the forty (40') foot wide southeasterly half of Mechanic Street, the northwesterly half was vacated previously, Reception No. 2135298. The complete width of Mechanic Street will be vacated adjacent to lots 1-6, Block 2, Central Pueblo Subdivision and Lot 1, Block 1, Moore's Subdivision or about 10,885 sq. ft. The northern portion of Mechanic Street, adjacent to Santa Fe Ave. will remain as public right of way to provide access to the loading zone for the Pueblo Convention Center. The

vacated portion of Mechanic Street will be reserved as a public utility easement and the reservation will be terminated upon removal of said utilities.

**Vacation Area Two: Richmond Avenue**

A northwesterly to southwesterly forty foot wide, 8,080 sq. ft portion of Mechanic Avenue will be vacated. This segment is currently the end of the Riverwalks Chanel. The vacated portion of Richmond Ave. will be reserved as a sanitary sewer and public utility easement, the reservation will be terminated upon relocation of the utilities.

**Vacation Area Three: 20' Alley**

A 5,826 segment of the 20' alley that runs northeast to southwest from Richmond Avenue to the location of the current HARP Offices will be vacated. This area is currently an that runs between the HARP Office and parking lot and the City transit facility. The vacated portion of the 20' alley will be reserved as a sanitary sewer and public utility easement and the reservation will be terminated upon removal of said utilities.

**Applicable Regulations:**

Sec. 12-5-1 through 6 of the Pueblo Municipal Code (PMC) concerning vacations of streets, alleys, etc.

**REFERRAL AGENCIES AND COMMENTS:**

- Public Works- Please see Vacation Plat, redlined by Joe Martellaro, Associate Engineer II, also email from March, 5, 2024.
- City Transportation-No comment
- City Law Department-No comment
- Pueblo Regional Building Department-No comment
- City Fire Department-No comment
- City Wastewater-No comment
- City Stormwater-No comment
- City Parks and Recreation Department-No comment
- Xcel Energy-No comment
- Black Hills Energy-No comment
- CDOT- Comments received January 16, 2024 from Teresea Guagliardo, no conditions.

**Recommended Action:**

The Subdivision Review Committee recommends the Planning and Zoning Commission forward a recommendation that the requested Vacation be Approved with the following condition:

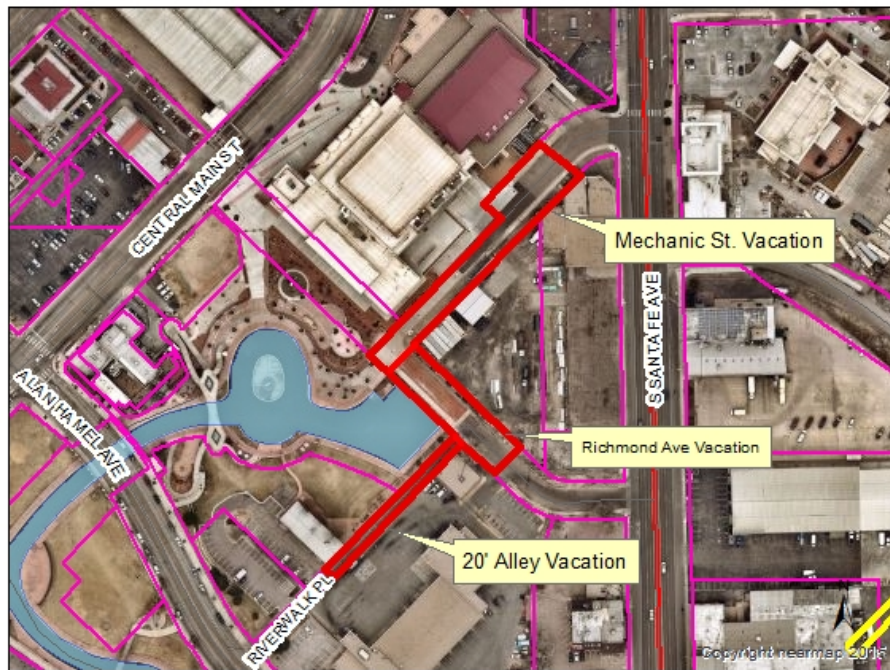
1. The vacation plats will need to have specific reservations for access and the reservation language will be finalized prior to being placed on city council agenda. Joe Martellero, Associate Engineer II, email dated March 5, 2024.

**ATTACHMENTS:**

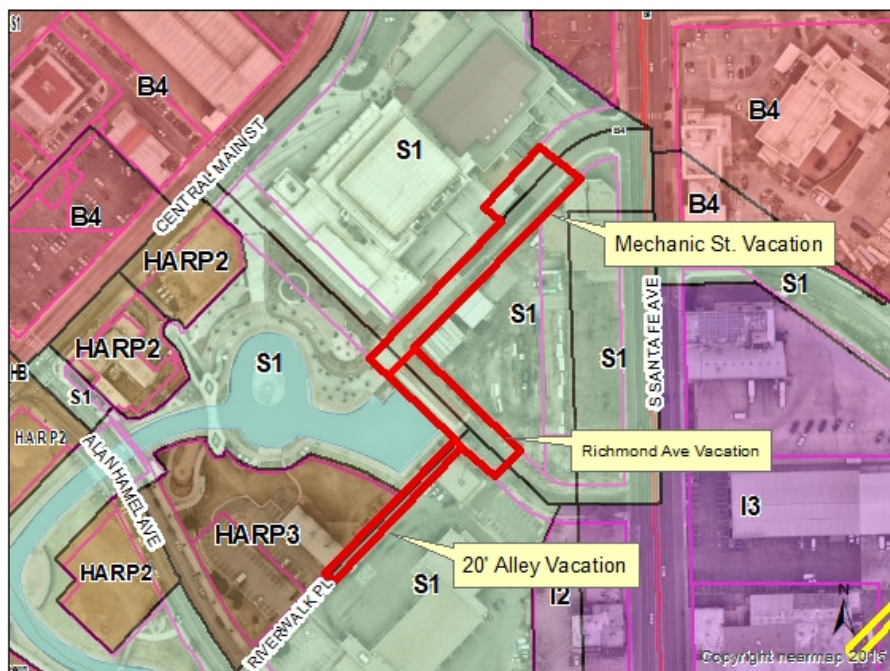
- A. Aerial Map
- B. Zoning Map
- C. Public Notice Poster & Site Photo
- D. Application and attachments

- E. Vacation Plat
- F. Subdivision Review Committee Memo, March 6, 2024
- G. CDOT Memo January 16, 2024

**ATTACHMENTS:**



**A. Aerial Photograph**



**B. Zoning Map**





**C. Public Notice Poster**



Richmond Avenue vaction area looking east.





Mechanic Street vaction area looking northeast.



20' alley being vacated looking south.

*Andrew Hayes*  
 Director Public Works  
 Director  
 Transportation Department  
*Steven Meier*  
 Director Parks & Recreation



*Scott Hobson*  
 Acting Director Planning &  
 Community Development  
 Executive Secretary of  
 Planning & Zoning  
 Commission

## MEMORANDUM

**To:** Planning and Zoning Commission

**From:** Subdivision Review Committee

**Date:** March 6, 2024

**Subject:** V-23-04 HARP Vacations Filing #4, S-23-06 HARP Filing #4 Subdivision

**RECOMMENDED MOTION:** The Subdivision Review Committee recommends the Planning and Zoning Commission forward a recommendation that the requested Subdivision be **APPROVED** with the following conditions, which must be satisfied prior to City Council review:

|                                                                                                                                                                      |                                                                                                                                                                                                                                                                                           |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Requests for Modifications to Requirements:</b>                                                                                                                   | None                                                                                                                                                                                                                                                                                      |
| <b>Request for Deferred Filings</b>                                                                                                                                  | Yes                                                                                                                                                                                                                                                                                       |
| <b>Plat Deficiencies:</b>                                                                                                                                            | See Conditions                                                                                                                                                                                                                                                                            |
| <b>Conditions of Approval:</b><br>(Unless otherwise noted, all conditions of approval must be completed prior to the case being scheduled for City Council hearing.) | <ol style="list-style-type: none"> <li>1. The vacation plats will need to have specific reservations for access and the reservation language will be finalized prior to being placed on city council agenda. Joe Martellaro, Associate Engineer II, email dated March 5, 2024.</li> </ol> |





## Planning &amp; Community Development

211 East D Street | Pueblo, Colorado 81003 | Tel 719-553-2259 | Fax 719-553-2359 | TTY 719-553-2611 | www.pueblo.us

## Property Owner Affidavit

Please type or **print** clearly. Illegible applications will not be accepted.

|                                                        |  |                                            |                   |
|--------------------------------------------------------|--|--------------------------------------------|-------------------|
| <b>Property Owner:</b>                                 |  |                                            |                   |
| Name: <u>City of Pueblo</u>                            |  | Company:                                   |                   |
| Address: <u>200 S. main St.</u>                        |  |                                            |                   |
| City: <u>Pueblo</u>                                    |  | State: <u>Co</u>                           | Zip: <u>81003</u> |
| Phone: <u>719-553-2655</u>                             |  | Email: <u>Cityadmin@pueblo.us</u>          |                   |
| <b>Applicant:</b>                                      |  |                                            |                   |
| Name: <u>Edward Fisher</u>                             |  | Company: <u>Edward-James Surveying Inc</u> |                   |
| Phone: <u>719-545-6240</u>                             |  | Email: <u>edwardfejsurveying.com</u>       |                   |
| Property Address: <u>HARP - 175 S. Santa Fe Avenue</u> |  |                                            |                   |

I, Nicholas Gradisar, hereby state that I am the owner of record of the property located at HARP - 175 S. Santa Fe Avenue, Pueblo, Colorado, and further acknowledge that by signing this affidavit I authorize the submission of an application for a Vacation Harp Streets + Alley at said location.  
(application type)

Nicholas Gradisar 5-1-2023  
Signature of Property Owner Date





OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF PUEBLO, PUEBLO COUNTY, COLORADO

SHEET NO 1 OF

**COLORADO**  
**Department of Transportation**

Region 2 Permits

5615 Wills Blvd, Suite A  
Pueblo, CO 81008-2349

January 16, 2024

US 050C/MP 0.40 (NR-C)  
City of Pueblo

Wade Broadhead, Land Use Planner ([wbroadhead@pueblo.us](mailto:wbroadhead@pueblo.us))  
City of Pueblo Planning and Community Development Department  
211 East D Street  
Pueblo, CO 81003

RE: HARP Filing 4 Subdivision \_ Second Review  
S-23-09 and V-23-04

Dear Wade Broadhead,

I am in receipt of a referral request for comments regarding HARP Filing 4 Subdivision in Pueblo. The subdivision and vacation plats are being prepared in preparation for the HARP Boathouse and Riverwalk Expansion. The Historic Arkansas Riverwalk of Pueblo is proposing to extend the existing channel and construct site improvements to the 1.9-acre site. The project proposes to add a new boathouse at the existing end of the channel and will extend the channel approximately 300 feet to the northeast, ending near US 50 Business (Santa Fe Avenue). After review of all submitted documentation, we have the following comments:

- CDOT has no comments regarding the subdivision plat or vacation plats.
- Our comments from the letter dated September 8, 2024 regarding the HARP Boathouse and Riverwalk Expansion (GU-23-04 and C-23-18) remain the same. The previous comments were:
  - CDOT access permits will be required for the following accesses with the City of Pueblo being the Permittee:
    - Mechanic Street (City Street)
    - Richmond Avenue (City Street)
    - Removal of the access to the existing Ferguson Plumbing Supply parking lot (property is owned by the City of Pueblo)
  - A Traffic Memo shall be submitted detailing the traffic volumes, including Peak Hour, for the two City streets (Mechanic Street and Richmond Avenue).
  - A Utility Permit will be required for the utility work being proposed on US 50 Business right-of-way. Please see below for more information.

Additionally,

- On-premise and off-premise signing shall comply with the current Colorado Outdoor Advertising Act, sections 43-1-401 to 421, C.R.S., and all rules and regulations pertaining to outdoor advertising. Please contact Gabe Martinez at (719) 251-7830 for any questions regarding advertising devices.
- Any utility work within the state highway right of way will require a *utility permit* from the CDOT. Information for obtaining a utility permit can also be obtained by contacting Mr. Martinez.

Please contact me at (719) 546-5440 or [teresa.guagliardo@state.co.us](mailto:teresa.guagliardo@state.co.us) with any questions.

Sincerely,

*Teresa Guagliardo*Teresa Guagliardo  
CDOT R2 Access Management

Xc: Lancaster/file



February 23, 2024

The City Planning and Zoning Commission will hold a public hearing on a request from **The City of Pueblo** for approval of the following applications at 175 S. Santa Fe Ave

**S-23-06 HARP Filing Four:** a resubdivision of portions of Central Pueblo, Moores Subdivision and Hobson’s Subdivision Amended into two lots.  
**V-23-04 HARP Filing Place Subdivision:** a vacation of portions of Mechanic Street (12,536 sq. ft. in the Central Pueblo and Hobsons Amended Subdivision, and Richmond Ave. (8,080 sq. ft.) and portions of a 20’ alley in the Central Pueblo Subdivision (5,826 sq. ft).

The Planning and Zoning Commission meeting will be held on **March 13, 2024, at 3:30 p.m.** in City Council Chambers, 1 City Hall Place. The meeting will be recorded and can be viewed via Zoom, but **no testimony will be heard virtually.**  
Join by computer, smartphone app, or dial by phone: +1 346 248 7799 or +1 253 215 8782  
Meeting ID: 927 1786 7722 Passcode: 195462  
<https://pueblo.zoom.us/j/92717867722?pwd=WUdnaHVGbmlCdHRrUHNfZnpPWG1Ydz09>  
You are welcome to attend this public hearing and express your viewpoint concerning this proposal. To review the plans and staff report for the proposed application, please visit [www.pueblo.us/PandZ](http://www.pueblo.us/PandZ) and click on “Most Recent Agenda” no sooner than the Friday prior to the hearing. **Please call the number below if you have questions.**

Scott Hobson, Acting Director  
Planning & Community Development  
By Wade Broadhead, Sr. Planner  
(719) 553-2280

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Scott Hobson, Acting Director  
Planning & Community Development  
By Wade Broadhead, Sr. Planner  
(719) 553-2280

CASE NUMBER: V-23-04 and S-23-06

CERTIFICATION

I hereby certify that I did this day cause written notice of the public hearing on the Vacation and Subdivision: 175 S. Santa Fe Ave. to be sent to the attached list of owners of the property lying within hundred (300) feet of the said property on which the Vacation and Subdivision is proposed by depositing the same properly addressed and postage paid in the post office, as set forth in the Code of Ordinances, Section 17-6-2.

February 23, 2024

(Date)

PUEBLO PLANNING & ZONING COMMISSION

By Cindy Caputo

I hereby certify that I did this day verify and photograph the posted notice of the public hearing on the Vacation and Subdivision, upon which action is pending as set forth in the Code of Ordinances, Section 17-6-2.

February 23, 2024

(Date)

PUEBLO PLANNING & ZONING COMMISSION

By Cindy Caputo

| Owner                                  | StreetAddress            | City       | State | Zip        |
|----------------------------------------|--------------------------|------------|-------|------------|
| LOCCO LLC                              | 125 S SANTA FE AVE       | PUEBLO     | CO    | 81003-4218 |
| MINI MART INC                          | 302 W 3RD ST FL 3        | CINCINNATI | OH    | 45202-3437 |
| COLORADO DEPARTMENT OF TRANSPORTATION  | 4201 E ARKANSAS AVE      | DENVER     | CO    | 80222-3406 |
| AVKE INC                               | 4308 ST ANDREWS DR       | PUEBLO     | CO    | 81001-1165 |
| BLAZER LEASING LLC                     | 435 ARGYLE AVE           | PUEBLO     | CO    | 81004-1012 |
| PATTI JUDITH H                         | 6618 E LOWRY BLVD UNIT 1 | DENVER     | CO    | 80230-6916 |
| PATTI PROPERTY LLC                     | 95 S KEARNEY ST          | DENVER     | CO    | 80220      |
| E + W INVESTMENT LLC + C/O WALTER LIND | PO BOX 849               | COLORADO   | CO    | 80901-0849 |
| SANTA FE 250 LLC + C/O WALTER LIND     | PO BOX 849               | COLORADO   | CO    | 80901-0849 |



**Background Paper for Proposed Ordinance**

**COUNCIL MEETING DATE:** August 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 THE HISTORIC ARKANSAS RIVERWALK PROJECT, FILING NO. 4 SUBDIVISION

**SUMMARY:**

The City is requesting to resubdivide portions of the Central Pueblo, Moore's Subdivision and Hobson's Subdivision Amended into two lot, 3-acre subdivision generally located west of Santa Fe Avenue, north and east of Richmond Avenue, and south and east of Mechanic Street for the purpose of expanding the Riverwalk development.

**PREVIOUS COUNCIL ACTION:**

The applicant is concurrently requesting to vacate (V-23-04) a portion of Mechanic Street and Richmond Avenue and portions of a 20-foot alley in the Central Pueblo Subdivision generally located west of Santa Fe Drive and at the intersection of Mechanic Street and Richmond Avenue.

**BACKGROUND:**

The subject property is located in Downtown Pueblo southeast of the Pueblo Convention Center and directly west of Santa Fe Avenue. The property is characterized by the recently vacated Ferguson Plumbing building and outdoor storage yard as well as Mechanic Street, Richmond Avenue, and an associated 20-foot alley. The purpose of this subdivision is to provide an extension of the HARP/Riverwalk project to the east and provide parking for a new Boat House and HARP office. These parcels were recently rezoned from I-2 and I-3, Industrial and Heavy Industrial Zone Districts to S-1, Governmental Use with Ordinance number 10562, September 25, 2023. The proposed development was included in the HARP Future Development prepared by Designs Studio West in 2010. The proposed subdivision will reassemble approximately twenty-five lots platted between 1888 to 1912 and associated vacated rights-of-way into a single two lot subdivision. Three parcels/addresses will be subsumed in the new subdivision, 175 S. Santa Fe Avenue parcel 536426004, 209 S. Santa Fe Avenue

parcel 536426005, and 131 N. Mechanic Street, parcel 536425003. Proposed Lot 1 will span 1.9 acres and house the expanded Riverwalk channel, associated amenities, and a gated parking lot for HARP staff. Lot 2 will cover 1.1 will be a commercial development site. Legal access to both lots will be gained through Santa Fe Avenue. The attached figure illustrates the proposed future design of the new subdivision and Riverwalk expansion. 131 Mechanic Street and 175 S. Santa Fe Avenue were acquired by the City from Ferguson Plumbing recently and 209 S. Santa Fe was deeded to the City by the Pueblo Urban Renewal Authority in 2001 for the purposes of expanding the riverwalk channel. This subdivision will contain the vacated rights-of-way for Mechanic Street, Richmond Avenue and a 20-foot alley. The Mechanic and Richmond Avenue vacated rights-of-way will retain a reservation as a public utility easement. The southernly portion of mechanic street will retain a reservation as a public utility easement and sanitary sewer easement. The 20-foot alley will retain a reservation for sewer and public utility easement, all reserved easements on all three vacated rights of way will be vacated and terminated with the removal of said utilities. The proposed project has been identified since 2010 and consists of extending the river channel approximately 320 feet to the north and east. The channel will terminate with a bulb adjacent to Santa Fe Avenue and house a ten-foot sidewalk, landscaping, greenspace, and paved parking. The City will maintain access for deliveries to the rear of the convention center on the vacated portions of Mechanic Street, the exact wording will be resolved before the subdivision goes to City Council.

#### **FINANCIAL IMPLICATIONS:**

There are no financial implications for the City.

#### **BOARD/COMMISSION RECOMMENDATION:**

The Planning and Zoning Commission, at their March 13, 2024 Regular Meeting, voted 7-0 to recommend approval with one condition.

#### **STAKEHOLDER PROCESS:**

The Planning Department sent out Notice of the Planning and Zoning Commission Public Hearing to all property owners located within 300 feet of the subject property.

#### **ALTERNATIVES:**

If City Council does not approve this Ordinance, the site will not be resubdivided which will impede development of the HARP Project.

Upon request of City Council, the Ordinance could be returned to the Planning and Zoning Commission for consideration of proposed modifications.

#### **RECOMMENDATION:**

Approval of the Ordinance.

#### **ATTACHMENTS:**

1. S-23-06 Combined Attachments

ORDINANCE NO. 10750

AN ORDINANCE APPROVING THE HISTORIC ARKANSAS  
RIVERWALK PROJECT, FILING NO. 4 SUBDIVISION

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

SECTION 1.

The final plat of the Historic Arkansas Riverwalk Project, Filing No. 4 Subdivision, being a subdivision of land legally described as:

A PORTION OF THE WEST HALF OF THE SOUTHEAST QUARTER SECTION 19, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF PUEBLO, STATE OF COLORADO, BEING DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE CENTER LINE OF RICHMOND AVENUE BEING MONUMENTED AT THE SOUTHEASTERLY END SOUTHEASTERLY END BY A BRASS TACK AND THE NORTHWESTERLY END BEING THE INTERSECTION OF RICHMOND AVENUE AND CENTRAL MAIN STREET BY A ALUMINUM CAP AND THE ASSUMED TO BEAR N46°04'51"W A DISTANCE OF 750.40 FEET.

LOTS 1, 2 AND 3 AND FRACTIONAL LOTS 4, 5, 6, 7, 10, 11 AND 12, ALL IN BLOCK 2 IN THE FORMER TOWN OF CENTRAL PUEBLO, BEING THOSE PORTIONS OF SAID LOTS 1, 2, 3, 4, 5, 6, 7, 10, 11 AND 12, ALL IN BLOCK 2 IN THE FORMER TOWN OE CENTRAL PUEBLO, NOW A PART OF THE CITY OF PUEBLO, FILED FOR RECORD ON AUGUST 13, 1883, WHICH LIES WESTERLY OF THE 20 FOOT WIDE ALLEY ADJOINING THE WESTERLY BOUNDARY OF BLOCK 1 IN MOORE'S SUBDIVISION FILED FOR RECORD JUNE 19, 1912. TOGETHER WITH THAT PORTION OF THE VACATED ALLEY IN SAID BLOCK 2, ADJACENT, BY ORDINANCE NO. 846 RECORDED APRIL 1, 1947 IN BOOK 1037 AT PAGE 269 AND ORDINANCE NO. 7215 RECORDED NOVEMBER 3, 2004 UNDER RECEPTION NO. 1592557.

LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13 AND THE NORTH TWENTY-TWO FEET OF LOT 14 IN BLOCK 1 IN MOORE'S SUBDIVISION OF A PORTION OF THE EAST ONE-HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 20 SOUTH, RANGE 65 WEST AND THE WEST ONE-HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 31 IN TOWNSHIP 20 SOUTH, RANGE 64 WEST, PUE8LO COUNTY, COLORADO, ACCORDING TO THE RECORDED PLAT THEREOF, TOGETHER WITH THAT PORTION OF THE VACATED ALLEY IN SAID BLOCK 1, ADJACENT, BY ORDINANCE NO. 7215 RECORDED NOVEMBER 3, 2004 UNDER RECEPTION NO. 1592557.

LOTS (ALSO KNOWN AS FRACTIONAL LOTS) 1, 2, 3 AND 4 IN BLOCK 55 IN HOBSON'S SUBDIVISION OP A PART OF THE CITY OF PUEBLO, ACCORDING TO THE AMENDED PLAT OF A PORTION OF SAID SUBDIVISION FILED FOR RECORD ON OCTOBER 26, 1887, COUNTY OF PUEBLO, STATE OF COLORADO.  
TOGETHER WITH :

THE SOUTH 3 FEET OF LOT 14, AND ALL OF LOTS 15,16 AND 17, BLOCK 1, MOORE'S



SUBDIVISION OF A PORTION OF THE W 1/2 OF THE NW 1/4 OF THE SW 1/4 OF SECTION 31 IN TOWNSHIP 20 SOUTH, RANGE 64 WEST AND OF THE E 1/2 OF THE NE 1/4 OF THE SE 1/4 OF SECTION 36, TOWNSHIP 20 SOUTH, RANGE 65 WEST OF THE 6TH P.M

attached hereto, is hereby approved. All dedicated streets, utility and drainage easements, rights-of-way and land set aside for public sites, parks and open spaces shown and dedicated on said plat are hereby accepted for public use.

## SECTION 2.

The acceptance of such dedicated streets, rights-of-way, utility and drainage easements, public sites, parks and open spaces by the City does not obligate the City to maintain or repair same until such streets, rights-of-way, utility and drainage easements, public sites, parks and open spaces have been constructed and installed in compliance and in accordance with the requirements and provisions of Chapter 4, Title XII of the Pueblo Municipal Code, as amended and any agreement entered into pursuant thereto.

## SECTION 3.

Neither the adoption of this Ordinance nor the requirements imposed hereby shall create any duty or obligation of any person, firm, corporation or other entity with regard to the enforcement or nonenforcement of this Ordinance or the City's Subdivision Ordinances and regulations. No person, firm, corporation or other entity shall have any private right of action, claim or demand against the City or its officers, employees or agents, for any injury, damage or liability arising out of or in any way connected with the adoption, enforcement, or nonenforcement of this Ordinance or the Subdivision Ordinance and Regulations of the City, or the engineering, surveying, drainage improvement or other work or improvements required thereby. Nothing in this Ordinance or in the City's subdivision Ordinances and regulations shall create or be construed to create any claim, demand or liability against the City or its officers, employees or agents, or to waive any of the immunities, limitations on liability, or other provisions of the Colorado Governmental Immunity Act, Section 24-10-101, et seq. Colorado Revised Statutes, or to waive any immunities or limitations on liability otherwise available to the City or its officers, employees or agents.

## SECTION 4.

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 5.

This Ordinance shall be approved upon final passage but shall not become effective until: (a) all information, documents, drawings, profiles, and plat required by Chapter 4 of Title XII of the Pueblo Municipal Code meeting and complying with the subdivision requirements of the City with such modifications, if any, approved by City Council, have been filed with and approved by the Director of Public Works, and (b) the final subdivision plat is recorded in the office of the Pueblo County Clerk and Recorder. If any such filings and approvals have been deferred pursuant to Section 12-4-5(b)(2) of the Pueblo Municipal Code and are not for any reason filed and approved within one (1) year after final passage of this Ordinance, or within any extended period granted by Resolution of the City Council, this Ordinance shall automatically be rescinded and repealed thirty (30) days after written notice of such rescission and repeal is given to the Subdivider. No vested rights shall accrue to the subdivision or be acquired until this Ordinance becomes effective.

**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 July 22, 2024.

Final adoption of Ordinance by City Council on August 12, 2024.

DocuSigned by:  
  
B7A4F51823AB462...  
\_\_\_\_\_  
President of City Council

**Action by the Mayor:**

☒ Approved on 8/13/2024 | 2:24 PM MDT.

☐ Disapproved on \_\_\_\_\_ based on the following objections:

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Signed by:  
  
3A85950B7BCA462...  
\_\_\_\_\_  
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

DocuSigned by:  
  
7C02EBDFFC3D43C...  
\_\_\_\_\_  
City Clerk

HISTORIC ARKANSAS RIVERWALK PROJECT, FILING FOUR  
A RESUBDIVISION OF PORTIONS OF CENTRAL PUEBLO, MOORES SUBDIVISION  
AND HOBSON'S SUBDIVISION AMENDED  
BEING A PORTION OF THE WEST HALF OF SECTION 31, TOWNSHIP 20 SOUTH, RANGE 64 WEST,  
AND A PORTION OF THE EAST HALF OF SECTION 36, TOWNSHIP 20, SOUTH RANGE 65 WEST  
OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF PUEBLO, PUEBLO COUNTY, COLORADO

DEDICATION:

KNOW ALL MEN BY THESE PRESENTS: THAT THE CITY OF PUEBLO, A MUNICIPAL CORPORATION BEING THE SOLE OWNER OF THE FOLLOWING DESCRIBED PROPERTY.

LEGAL DESCRIPTION:

A RESUBDIVISION OF PORTIONS OF CENTRAL PUEBLO, MOORRES SUBDIVISION AND HOBSON'S SUBDIVISION AMENDED, BEING A PORTION OF THE WEST HALF OF SECTION 31, TOWNSHIP 20 SOUTH, RANGE 64 WEST, AND A PORTION OF THE OF THE EAST HALF OF SECTION 36, TOWNSHIP 20 SOUTH, RANGE 65 WEST OF THE 6<sup>TH</sup> PRINCIPAL MERIDIAN, COUNTY OF PUEBLO, STATE OF COLORADO, BEING DESCRIBED AS FOLLOWS:

**BASIS OF BEARINGS:** THE CENTER LINE OF RICHMOND AVENUE BEING MONUMENTED AT THE SOUTHEASTERLY END SOUTHEASTERLY END BY A BRASS TACK AND THE NORTHWESTERLY END BEING THE INTERSECTION OF RICHMOND AVENUE AND CENTRAL MAIN STREET BY A ALUMINIUM CAP AND THE ASSUMED TO BEAR N46°04'51"W A DISTANCE OF 730.40 FEET.

**PARCEL A:**  
LOTS 1, 2 AND 3 AND FRACTIONAL LOTS 4, 5, 6, 7, 10, 11 AND 12, ALL IN BLOCK 2 IN THE FORMER TOWN OF CENTRAL PUEBLO, BEING THOSE PORTIONS OF SAID LOTS 1, 2, 3, 4, 5, 6, 7, 10, 11 AND 12, ALL IN BLOCK 2 IN THE FORMER TOWN OE CENTRAL PUEBLO, NOW A PART OF THE CITY OF PUEBLO, FILED FOR RECORD ON AUGUST 13, 1883, WHICH LIES WESTERLY OF THE 20 FOOT WIDE ALLEY ADJOINING THE WESTERLY BOUNDARY OF BLOCK 1 IN MOORE'S SUBDIVISION FILED FOR RECORD JUNE 19, 1912, TOGETHER WITH THAT PORTION OF THE VACATED ALLEY IN SAID BLOCK 2, ADJACENT, BY ORDINANCE NO. 848 RECORDED APRIL 1, 1947 IN BOOK 1037 AT PAGE 269 AND ORDINANCE NO. 7215 RECORDED NOVEMBER 3, 2004 UNDER RECEPTION NO. 1592557.

**PARCEL B:**  
LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13 AND THE NORTH TWENTY-TWO FEET OF LOT 14 IN BLOCK 1 IN MOORE'S SUBDIVISION OF A PORTION OF THE EAST ONE-HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 20 SOUTH, RANGE 65 WEST AND THE WEST ONE-HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 31 IN TOWNSHIP 20 SOUTH, RANGE 64 WEST, PUEBLO COUNTY, COLORADO, ACCORDING TO THE RECORDED PLAT THEREOF, TOGETHER WITH THAT PORTION OF THE VACATED ALLEY IN SAID BLOCK 1, ADJACENT, BY ORDINANCE NO. 7215 RECORDED NOVEMBER 3, 2004 UNDER RECEPTION NO. 1592557.

**PARCEL C:**  
LOTS (ALSO KNOWN AS FRACTIONAL LOTS) 1, 2, 3 AND 4 IN BLOCK 55 IN HOBSON'S SUBDIVISION OF A PART OF THE CITY OF PUEBLO, ACCORDING TO THE AMENDED PLAT OF A PORTION OF SAID SUBDIVISION FILED FOR RECORD ON OCTOBER 26, 1887, COUNTY OF PUEBLO, STATE OF COLORADO.

TOGETHER WITH :

THE SOUTH 3 FEET OF LOT 14, AND ALL OF LOTS 15,16 AND 17, BLOCK 1, MOORE'S SUBDIVISION OF A PORTION OF THE W 1/2 OF THE NW 1/4 OF THE SW 1/4 OF SECTION 31 IN TOWNSHIP 20 SOUTH, RANGE 64 WEST AND OF THE E 1/2 OF THE NE 1/4 OF THE SE 1/4 OF SECTION 36, TOWNSHIP 20 SOUTH, RANGE 65 WEST OF THE 6TH P.M

TOGETHER WITH:

VACATION OF RIGHT-OF-WAYS PER CITY ORDNANCE NO. \_\_\_\_\_, CENTRAL PUEBLO.

VACATION OF RIGHT-OF-WAYS PER CITY ORDNANCE NO. \_\_\_\_\_, HOBSON'S SUBDIVISION AMENDED.

HAS CAUSED THE AFOREGOING DESCRIBED PROPERTY TO BE SURVEYED, AMENDED, REPLATTED INTO LOTS, AND THE SAME TO BE NUMBERED, PLATTED, SUBDIVIDED, DIMENSIONED AND NAMED AS SHOWN ON THE ANNEXED PLAT FOR THE PURPOSE OF CREATING A SUBDIVISION TO BE KNOWN AS "HISTORIC ARKANSAS RIVERWALK PROJECT, FILING NO. 4"

LOTS 1 AND 2 ARE DEDICATED FOR FUTURE DEVELOPMENT.

THE UNDERSIGNED OWNER HEREBY CONSENTS TO THE ACCESS RESTRICTIONS HEREON.

A FORMAL ENVIRONMENTAL ASSESSMENT FOR THIS SUBDIVISION HAD NOT BEEN PREFORMED; HOWEVER, TO THE BEST OF THE UNDERSIGNED OWNER(S) KNOWLEDGE, INFORMATION AND BELIEF, THERE ARE NO KNOW HAZARDOUS SUBSTANCES RESENT WITHIN THIS SUBDIVISION.

IN WITNESS THERE OF, \_\_\_\_\_ AS \_\_\_\_\_ OF THE CITY OF PUEBLO, HAS HEREON CAUSED THESE PRESENTS TO BE EXECUTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_ A.D.

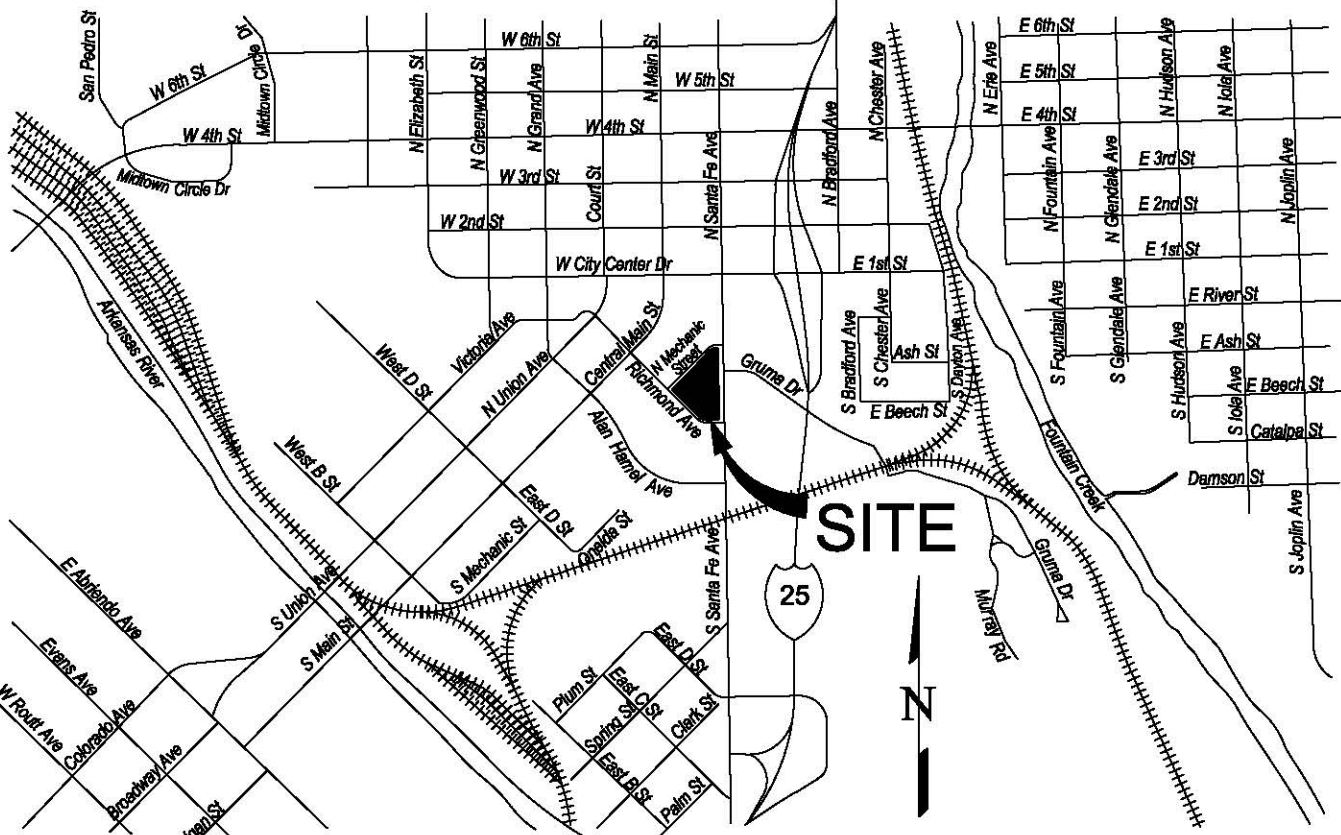
CITY OF PUEBLO  
1 CITY HALL PLACE  
PUEBLO, COLORADO 81003

NOTARIAL:  
STATE OF COLORADO )  
                                  ) SS  
COUNTY OF PUEBLO )

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_ A.D., BY \_\_\_\_\_

WITNESS MY HAND AND OFFICIAL SEAL:

MY COMMISSION EXPIRES: \_\_\_\_\_ NOTARY PUBLIC





# HISTORIC ARKANSAS RIVERWALK PROJECT, FILING FOUR

## A RESUBDIVISION OF PORTIONS OF CENTRAL PUEBLO, MOORES SUBDIVISION AND HOBSON'S SUBDIVISION AMENDED

BEING A PORTION OF THE WEST HALF OF SECTION 31, TOWNSHIP 20 SOUTH, RANGE 64 WEST,  
AND A PORTION OF THE EAST HALF OF SECTION 36, TOWNSHIP 20 SOUTH, RANGE 65 WEST  
OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF PUEBLO, PUEBLO COUNTY, COLORADO

### LEGEND:

- ▲ PROPOSED CITY MONUMENT
- GPS REFERENCE POINT
- <sub>1</sub> FOUND ALUMINUM CAP-CITY OF PUEBLO MONUMENT
- <sub>2</sub> FOUND BRASS TACK
- <sub>3</sub> FOUND NAIL AND 3/4" DISK STAMPED "PLS 25948"
- <sub>4</sub> FOUND REBAR AND YELLOW PLASTIC CAP STAMPED "PLS 25948"
- <sub>5</sub> FOUND 2" ALUMINUM CAP STAMPED "PLS 15212 LAMBERT"
- <sub>6</sub> FOUND NAIL AND 1" DISK STAMPED "M&A"
- <sub>7</sub> FOUND YELLOW PLASTIC CAP STAMPED PLS 3812\_"
- <sub>8</sub> FOUND NAIL AND 1" DISK STAMPED "LS 13212
- <sub>9</sub> FOUND PK NAIL AND WASHER
- <sub>10</sub> SET NO. 5 REBAR WITH YELLOW PLASTIC CAP STAMPED "EDWARD-JAMES PLS 38042"
- GPS GPS COORDINATE
- SF SQUARE FEET
- AC ACRE
- \* NOT PART OF THIS SUBDIVISION
- BOUNDARY LINE
- - - EASEMENT LINE
- LOT LINE
- - - ADJACENT LOT LINE

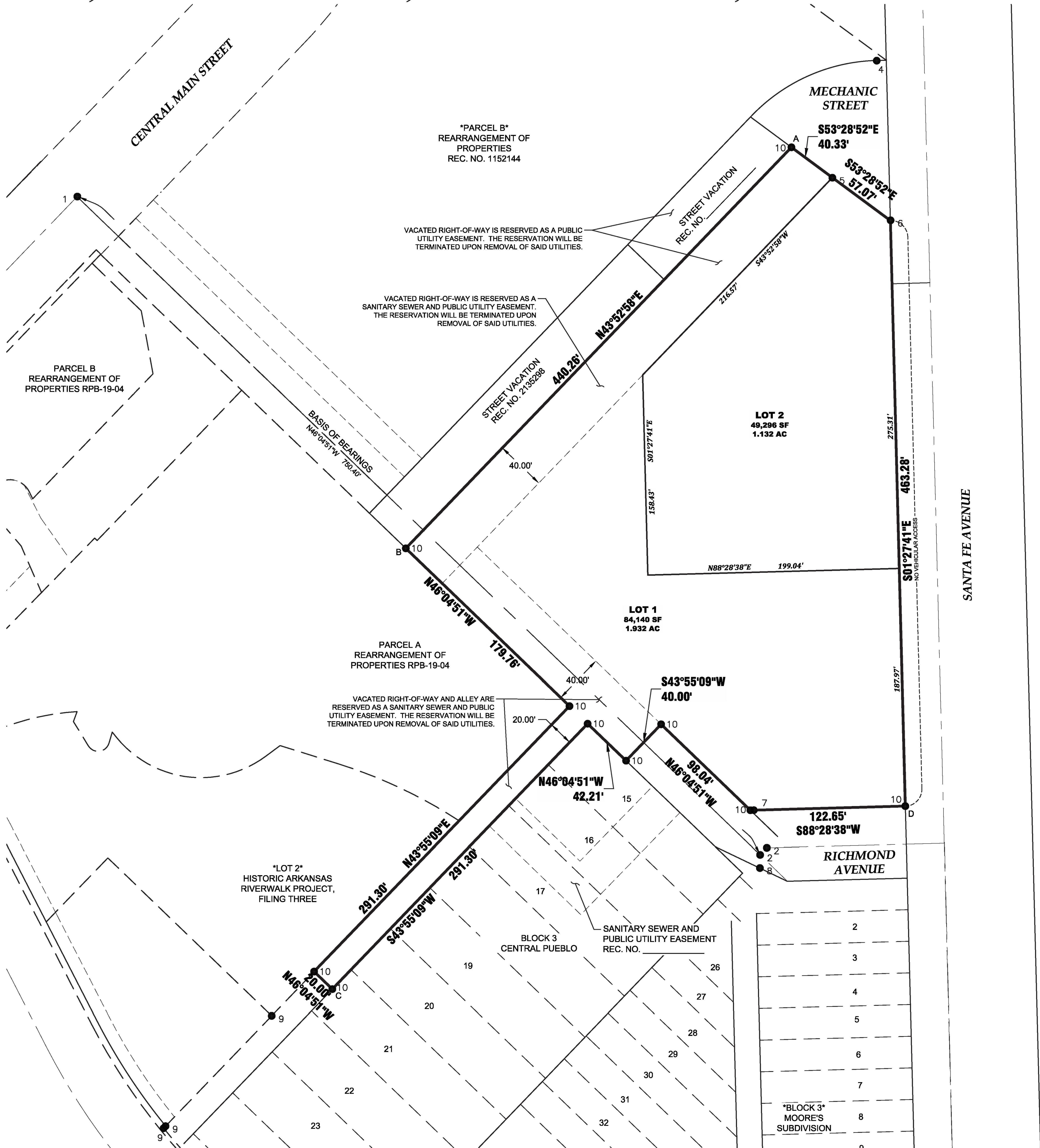
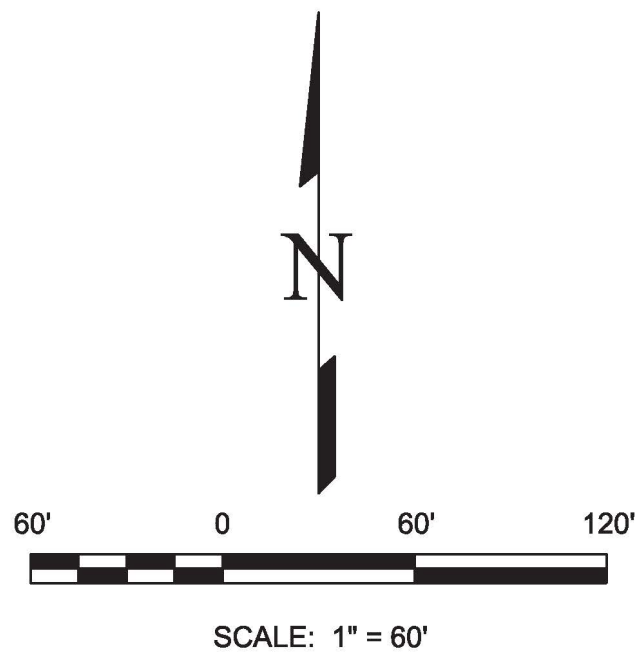
### GPS NOTES:

- DISTANCES SHOWN HEREON, EXCEPT AS NOTED, ARE GROUND DISTANCES (US SURVEY FEET). THE COMBINATION FACTOR FOR THIS PLAT IS 1.000246271. THE GROUND DISTANCE WHEN DIVIDED BY THE COMBINATION FACTOR WILL PROVIDE THE GRID DISTANCE AND THE GROUND COORDINATES WHEN DIVIDED BY THE COMBINATION FACTOR WILL PROVIDE THE GRID COORDINATES BASED ON THE COLORADO STATE PLAN COORDINATE SYSTEM OF 1983 SOUTH ZONE ON THE NORTH AMERICAN DATUM OF 83 (1992).
- THE COLORADO COORDINATE SYSTEM HEREON SHOWN IS DEFINED AS 2ND ORDER, CLASS 1, 1:50,000 AS DESCRIBED IN THE "GEOMETRIC GEODETIC ACCURACY STANDARDS AND SPECIFICATIONS FOR USING GPS RELATIVE POSITIONING TECHNIQUES" BY THE FEDERAL GEODETIC CONTROL COMMITTEE.
- EDWARD-JAMES SURVEYING, INC. USED GPS AND NOAA'S ONLINE POSITIONING USER SERVICE (OPUS) TO ESTABLISH THE COLORADO STATE PLANE COORDINATES FOR THIS PLAT. REFER TO THE BASIS OF BEARINGS UNDER THE HEADING OF LEGAL DESCRIPTION HEREON FOR THE ACTUAL MONUMENTS HELD FOR THE THE BOUNDARY.

| NAD 83 COLORADO STATE PLANE SOUTH |            |            |
|-----------------------------------|------------|------------|
| POINT NO.                         | NORTHING   | EASTING    |
| A                                 | 1583719.93 | 3256269.45 |
| B                                 | 1583402.78 | 3255964.23 |
| C                                 | 1583054.49 | 3255905.97 |
| D                                 | 1583198.93 | 3256359.35 |

### NOTICE:

ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.



| REVISIONS |             | DATE |
|-----------|-------------|------|
| NO.       | DESCRIPTION |      |
|           |             |      |
|           |             |      |
|           |             |      |
|           |             |      |

**EDWARD-JAMES SURVEYING, INC.**  
926 Elkon Drive  
Colorado Springs, CO 80907  
Office: (719) 576-1216  
Fax: (719) 576-1206

4732 Eagleledge Circle  
Pueblo, CO 81008  
Office: (719) 545-6240  
Fax: (719) 545-6247



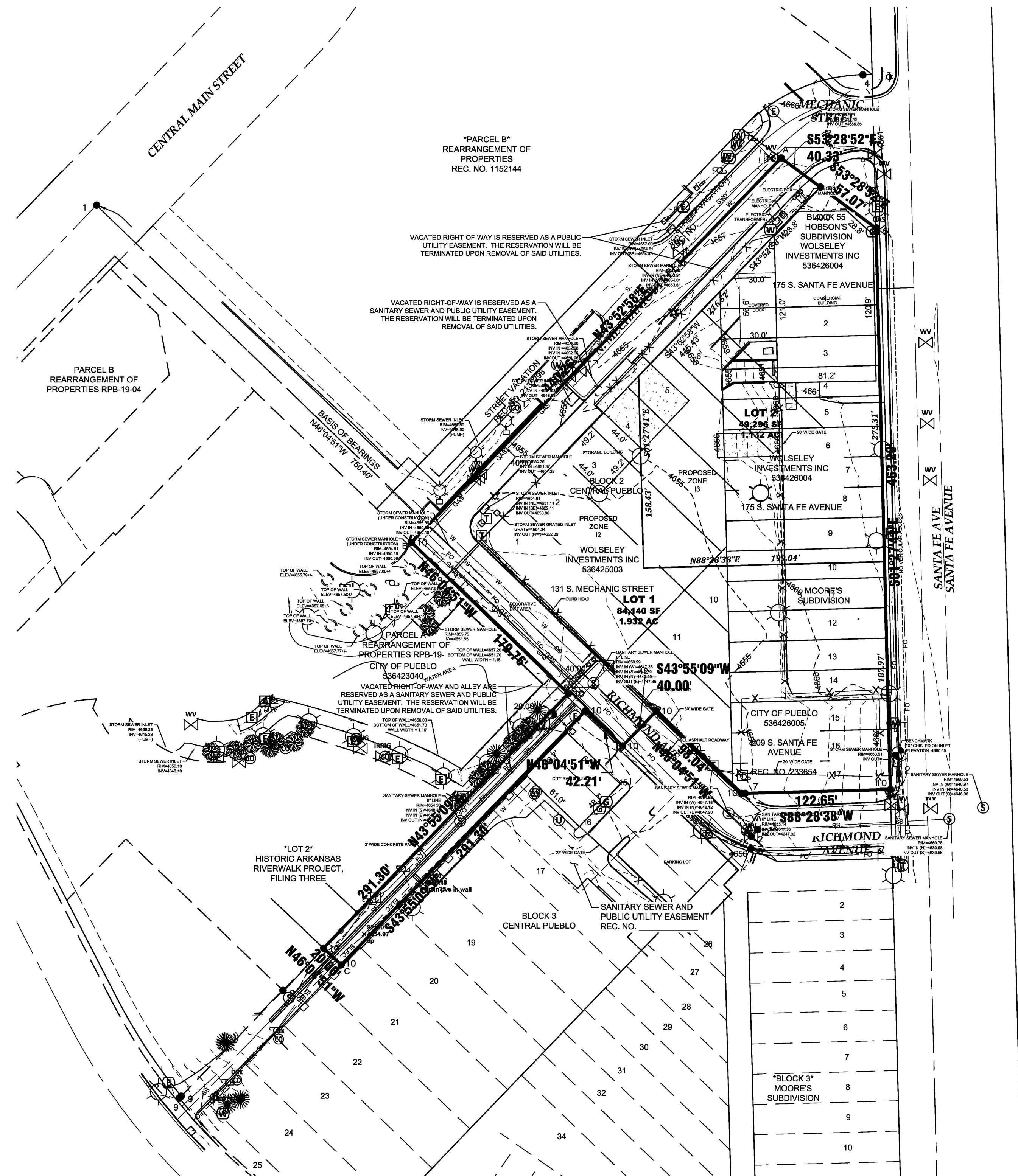
**HISTORIC ARKANSAS RIVERWALK PROJECT, FILING FOUR**  
**PLAT**

BEING A PORTION OF THE WEST HALF OF SECTION 31, TOWNSHIP 20 SOUTH, RANGE 64 WEST,  
AND A PORTION OF THE EAST HALF OF SECTION 36, TOWNSHIP 20 SOUTH, RANGE 65 WEST  
OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF PUEBLO, PUEBLO COUNTY, COLORADO

|              |           |
|--------------|-----------|
| DRAWN BY     | JWT       |
| CHECKED BY   | ERF       |
| H-SCALE      | 1" = 50'  |
| JOB NO.      | 2399-00   |
| DATE CREATED | 2/20/2023 |
| DATE ISSUED  |           |
| SHEET NO     | 2 OF 2    |



ACCORDING TO COLORADO LAW YOU **MUST** COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.



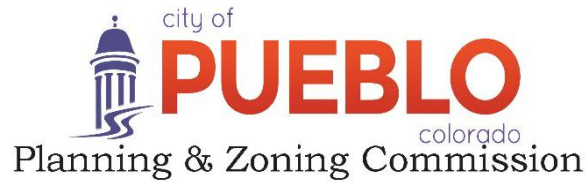
|                                                                                       |                        |
|---------------------------------------------------------------------------------------|------------------------|
|  | SANITARY SEWER MANHOLE |
|  | STORM DRAIN MANHOLE    |
|  | FIRE HYDRANT           |
|  | WATER VALVE            |
|  | WATER METER            |
|  | ELECTRIC TRANSFORMER   |
|  | UTILITY POLE           |
|  | GUY POLE               |
|  | LIGHT POLE             |
|  | TELEPHONE PEDESTAL     |
|  | CATV PEDESTAL          |
|  | METAL POST             |
|  | FENCE LINE             |
|  | GAS LINE               |
|  | WATER LINE             |
|  | SANITARY SEWER LINE    |
|  | STORM SEWER LINE       |

|               |           |    |   |
|---------------|-----------|----|---|
| DRAWN BY      | JWT       |    |   |
| CHECKED BY    | ERF       |    |   |
|               |           |    |   |
| GRAPHIC SCALE | 1" = 50'  |    |   |
|               |           |    |   |
| PROJECT NO.   | 2399-00   |    |   |
| DATE CREATED  | 2/20/2023 |    |   |
| DATE ISSUED   |           |    |   |
| SHEET NO      | 1         | OF | 1 |

Mike Castellucci  
*Chair*

Patrick Avalos  
*Vice Chair*

Roger Gomez  
*City Council Representative*



Christopher Pasternak

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

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## ***MINUTES OF REGULAR MEETING***

City of Pueblo, Colorado

Wednesday, March 13, 2024 – 3:30 p.m.

City Council Chambers, 1 City Hall Place

The meeting was called to order at 3:31 p.m. with Commissioner Castellucci presiding.

**Commissioners Present:** Mike Castellucci, Patrick Avalos, Cheryl Spinuzzi, Lisa Bailey, Roger Gomez, Alexander Aznar, Christopher Pasternak.

**Commissioners Absent:**

**Staff Members Present:** David Wyatt, Assistant City Attorney; Scott Hobson, Acting Director of Planning and Community Development, Beritt Odom, Principal Planner; Wade Broadhead, Senior Planner, Mikaylin Hackley, Planner, and Cindy Capritta, Land Use Tech. Kelly Grisham, Project Coordinator, Public Works, Joe Martellaro, Engineer, Public Works.

**Staff Members Absent:** None

**Approval of the Agenda:** Bailey motioned to approve the agenda, seconded by Avalos.

**Motion Passed:** 7-0

**Public Hearing:**

**6. S-23-06 Subdivision:** A resubdivision of portions of Central Pueblo, Moores Subdivision and Hobson's Subdivision Amended to create a two lot subdivision. Historic Arkansas Extension (HARP) 175 S. Sante Fe. Staff Report by Wade Broadhead, Sr. Planner.

**Hearing:** City application, no testimony required. No one appeared in opposition.

**Commission Action:** Bailey motioned to recommend the application to City Council once the one (1) Condition is met, seconded by Aznar.

**Motion Passed:** 7-0.



DEPARTMENT OF PUBLIC WORKS

## MEMORANDUM

**TO:** Beritt Odom, Principal Planner

**CC:** Michelle Cruz, Administrative Technician  
Subdivision File

**FROM:** Joe Martellaro, Associate Engineer II

**SUBJECT:** V-23-04 HARP Expansion  
S-23-06 Historic Arkansas Riverwalk Project, Filing Four

**DATE:** July 2, 2024

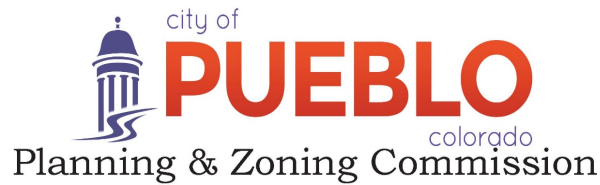
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Please place the above referenced submittals on the City Council Agenda.

Mike Castellucci  
Chair

Patrick Avalos  
Vice Chair

Sarah Martinez  
City Council Representative



Christopher Pasternak

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

## S-23-06

**TO:** City of Pueblo, Planning and Zoning Commission

**FROM:** Wade Broadhead, Sr. Planner

**THROUGH:** Scott Hobson, Acting Director of Planning and Community Development

**DATE:** March 13, 2023

**SUBJECT:** Historic Arkansas Riverwalk Project (HARP), Filing #4 Subdivision

**APPLICANT:** Ed Fisher, Edward-James Surveying Inc. and City of Pueblo

**PROPERTY OWNER:** City of Pueblo

**LOCATION:** Generally located west of Santa Fe Boulevard, north and east of Richmond Avenue, and south and east of Mechanic Avenue (175 S. Santa Fe. Ave), 131 Mechanic Street, and 209 S. Santa Fe. Avenue)

**EXISTING ZONE:** S-1, Governmental Use

**CONCURRENT REQUESTS:** V-23-04, HARP Filing Four Vacations

**REQUEST:**

The applicant is requesting to resubdivide portions of the Central Pueblo (1883), Moore's Subdivision (1912) and Hobson's Subdivision Amended (1887) into a two lot, three (3) acre subdivision for the purposes of expanding the Riverwalk development.

**BACKGROUND AND ANALYSIS:**

The subject property is located in Downtown Pueblo behind the Pueblo Convention Center and directly west of Santa Fe Avenue. The property is characterized by the recently vacated Ferguson Plumbing building and outdoor storage yard as well as the Mechanic Street, Richmond Avenue, and an associated 20' alley that are being vacated with a concurrent case, V-23-06. The purpose of this subdivision is to provide an extension of the HARP/Riverwalk project to the east and provide parking for a new Boat House and HARP office. These parcels were recently rezoned from I-2 and I-3, Industrial and Heavy Industrial Zone districts to S-1, Governmental use with Ordinance number 10562, September 25, 2023. The proposed development was included in the HARP Future Development prepared by Designs Studio West in 2010.

The proposed subdivision will reassemble approximately twenty-five lots platted between 1888 to 1912 and associated vacated rights of way into a single two lot subdivision. Three parcels /addresses will be subsumed in the new subdivision, 175 S. Santa Fe Avenue parcel 536426004, 209 S. Santa Fe Avenue parcel 536426005, and 131 N. Mechanic Street, parcel 536425003.

Proposed Lot 1 will span 1.9 acres and house the expanded Riverwalk channel, associated amenities, and a gated parking lot for HARP staff. Lot 2 will cover 1.1 will be a commercial development site. Legal access to both lots will be gained through Santa Fe Avenue. The attached figure illustrates the proposed future design of the new subdivision and Riverwalk expansion. 131 Mechanic Street and 175 S. Santa Fe Avenue were acquired by the City from Ferguson Plumbing recently and 209 S. Santa Fe was deeded to the City by the Pueblo Urban Renewal Authority in 2001 for the purposes of expanding the riverwalk channel.



This subdivision will contain the vacated rights of way for Mechanic Street, Richmond Avenue and a 20' alley. The Mechanic and Richmond Avenue vacated rights of way will retain a reservation as a public utility easement. The southernly portion of Mechanic Street will retain a reservation as a public utility easement and sanitary sewer easement. The 20' alley will retain a reservation for sewer and public utility easement, all reserved easements on all three vacated rights of way will be vacated and terminated with the removal of said utilities.

The proposed project has been identified since 2010 and consists of extending the river channel approximately 320 feet to the north and east. The channel will terminate with a bulb adjacent to Santa Fe Avenue and house a ten-foot sidewalk landscaping, and greenspace, and paved parking.

The City will maintain access for deliveries to the rear of the convention center on the vacated portions of Mechanic Street, the exact wording will be resolved before the subdivision goes to City Council.

**APPLICABLE REGULATIONS:**

Sec. 12-4-6(b)(1) through (3) concerning the necessary information and supporting documents to be submitted for review and required drawing to be recorded; and Sec. 12-4-7 concerning the minimum standards for all subdivisions.

**RECOMMENDED MOTION:** The Subdivision Review Committee recommends the Planning and Zoning Commission forward a recommendation that the requested Subdivision be APPROVED with the following noted:

|                                                                                                |                                                                                                                                                                                                                                         |
|------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Requests for Modifications to Requirements:</b>                                             | None                                                                                                                                                                                                                                    |
| <b>Request for Deferred Filings</b>                                                            | None                                                                                                                                                                                                                                    |
| <b>Plat Deficiencies:</b>                                                                      | See conditions                                                                                                                                                                                                                          |
| <b>Conditions of Approval (all conditions must be addressed prior to City Council review):</b> | 1. The vacation plats will need to have specific reservations for access and the reservation language will be finalized prior to being placed on city council agenda. Joe Martellaro, Associate Engineer II, email dated March 5, 2024. |

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**PLANNING AND COMMUNITY DEVELOPMENT COMMENTS**

**CHARACTER AND COMPATIBILITY:**

❑ **Site Character:**

The site is currently portions of streets, alleys, Ferguson Plumbing light industrial business building and an industrial storage yard, recently vacated and a vacant city owned parcel.

❑ **Neighborhood Compatibility:**

|       |                                                                                                                   |
|-------|-------------------------------------------------------------------------------------------------------------------|
| North | S-1, Governmental Use District developed with the Pueblo Convention Center                                        |
| East  | I-3 & B-4, Heavy Industrial and Central business Districts developed with light industrial buildings and a hotel. |
| South | S-1 & I-3, Government Use District/ Industrial Zone District, developed City Transit Building and private theatre |
| West  | S-1 & I-3, Government Use District, developed with the Riverwalk channel and associated uses                      |

❑ **Comprehensive Plan Compliance:**

- ❑ The area proposed to be rezoned is designated as Downtown Mixed Use by the “Pueblo Regional Comprehensive Plan, 2022.” According to the Comprehensive Plan, the primary land uses in this

district are offices, retail, higher density residential and public and uses. Downtown Mixed-Use supporting land uses include cultural facilities, civic /government facilities, offices light manufacturing, plazas, pocket parks, and other public uses. The proposed subdivision conforms to the Downtown mixed Use Land Use Category as it will introduce the extension of public plaza and park space and create space for future potential retail/commercial space as well as reassemble difficult to develop portions of three different subdivisions and outdated rights of way.

**ABILITY TO COMPLY WITH THE ZONE DISTRICT REGULATIONS:**

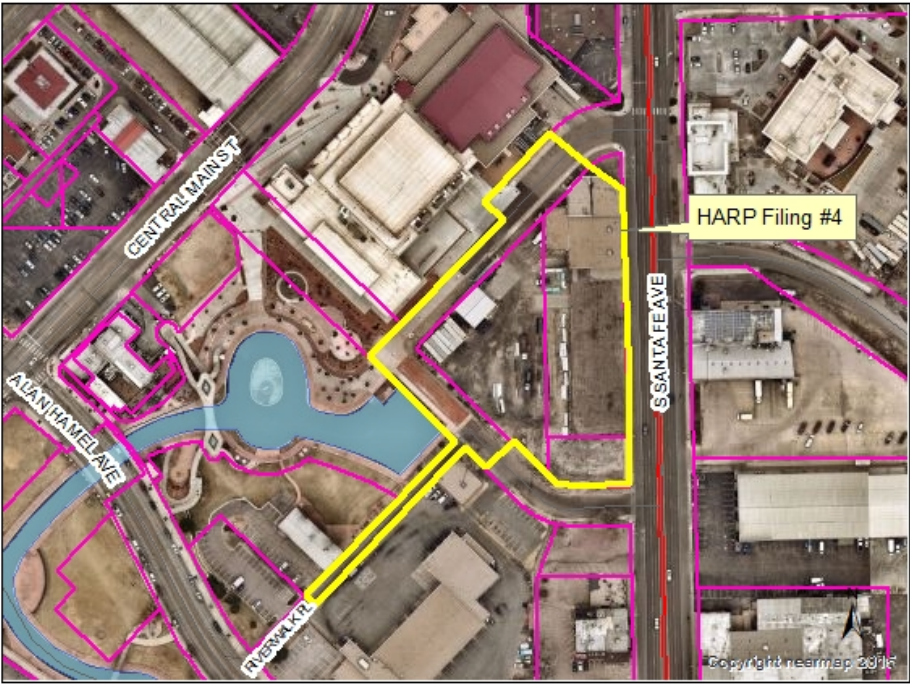
- All lots will be zoned S-1 and be over an acre, far above the minimum lot size of most zone districts in the city. The large lots are adequate to serve the purposes of extending the riverwalk channel and providing parking and potential future development sites.

**REFERRAL AGENCIES AND COMMENTS:**

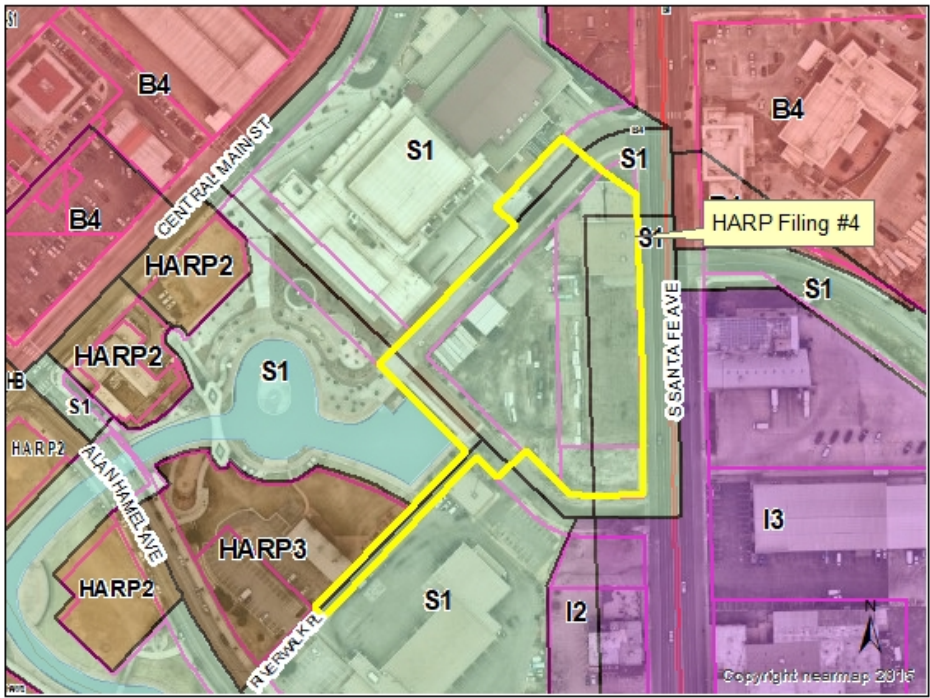
- |                                        |                                                                                                                                                                                                                                        |
|----------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| • City Public Works                    | “The vacation plats will need to have specific reservations for access and the reservation language will be finalized prior to being placed on city council agenda. Joe Martellaro”, Associate Engineer II, email dated March 5, 2024. |
| • City Transportation                  | No comment                                                                                                                                                                                                                             |
| • City Law Department                  | No comment                                                                                                                                                                                                                             |
| • Pueblo Regional Building Department  | No comment                                                                                                                                                                                                                             |
| • City Fire Department                 | No comment                                                                                                                                                                                                                             |
| • City Wastewater                      | No comment                                                                                                                                                                                                                             |
| • City Stormwater                      | No comment                                                                                                                                                                                                                             |
| • City Parks and Recreation Department | No comment                                                                                                                                                                                                                             |
| • Xcel Energy                          | No comment                                                                                                                                                                                                                             |
| • Black Hills Energy                   | No comment                                                                                                                                                                                                                             |
| • CDOT                                 | January 16, 2024 email from Teresa Guagliardo, no conditions.                                                                                                                                                                          |

**ATTACHMENTS:**

- Aerial Photograph
- Zoning Map
- Comprehensive Plan Map
- Public Notice & Site Photos
- Application and Supporting Documents



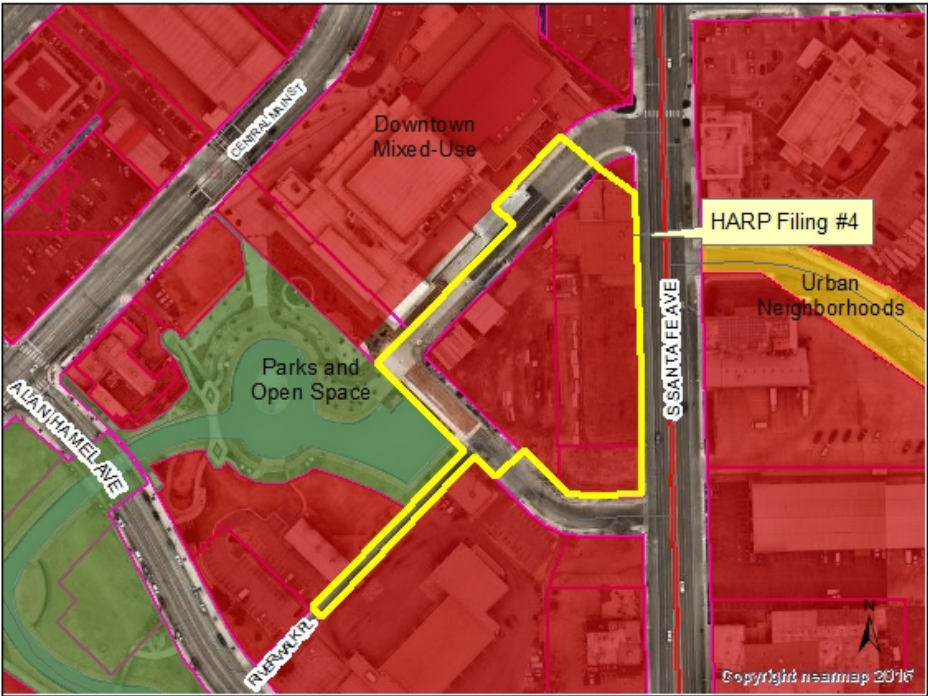
A. Aerial map



B. Zoning map



C. Comprehensive Plan Map



Future Land Use Map



D. Site Photos & Public Notice



Overview of the proposed subdivision area

## E. SRC memo, application and attachments

## F. Supporting Documents

*Andrew Hayes*  
 Director Public Works  
 Director  
 Transportation Department  
*Steven Meier*  
 Director Parks & Recreation



*Scott Hobson*  
 Acting Director Planning &  
 Community Development  
 Executive Secretary of  
 Planning & Zoning  
 Commission

## MEMORANDUM

**To:** Planning and Zoning Commission  
**From:** Subdivision Review Committee  
**Date:** March 6, 2024  
**Subject:** V-23-04 HARP Vacations Filing #4, S-23-06 HARP Filing #4 Subdivision

**RECOMMENDED MOTION:** The Subdivision Review Committee recommends the Planning and Zoning Commission forward a recommendation that the requested Subdivision be **APPROVED** with the following conditions, which must be satisfied prior to City Council review:

|                                                                                                                                                                      |                                                                                                                                                                                                                                         |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Requests for Modifications to Requirements:</b>                                                                                                                   | None                                                                                                                                                                                                                                    |
| <b>Request for Deferred Filings</b>                                                                                                                                  | Yes                                                                                                                                                                                                                                     |
| <b>Plat Deficiencies:</b>                                                                                                                                            | See Conditions                                                                                                                                                                                                                          |
| <b>Conditions of Approval:</b><br>(Unless otherwise noted, all conditions of approval must be completed prior to the case being scheduled for City Council hearing.) | 1. The vacation plats will need to have specific reservations for access and the reservation language will be finalized prior to being placed on city council agenda. Joe Martellaro, Associate Engineer II, email dated March 5, 2024. |



Case No. \_\_\_\_\_

**SUBDIVISION APPLICATION****Attachments: Subdivision Submittal Checklist - Part I ☒****Subdivision Submittal Checklist - Part II ☐**

|                                                                    |                   |                                 |
|--------------------------------------------------------------------|-------------------|---------------------------------|
| DATE OF APPLICATION: 5/8/2023                                      |                   |                                 |
| SUBDIVISION NAME: Historic Arkansas Riverwalk Project, Filing Four |                   |                                 |
| PROPERTY OWNER: City of Pueblo                                     |                   |                                 |
| ADDRESS: 200 South Main Street, Pueblo, CO 81003                   |                   |                                 |
| TELEPHONE:                                                         | FAX:              | E-MAIL:                         |
| SUBDIVIDER (if different than property owner):                     |                   |                                 |
| ADDRESS:                                                           |                   |                                 |
| TELEPHONE:                                                         | FAX:              | E-MAIL:                         |
| ENGINEERING FIRM: n/a                                              |                   |                                 |
| ADDRESS:                                                           |                   |                                 |
| TELEPHONE:                                                         | FAX:              | E-MAIL:                         |
| PROFESSIONAL ENGINEER IN RESPONSIBLE CHARGE:                       |                   | P.E. #                          |
| SURVEYING FIRM: Edward-James Surveying, Inc.                       |                   |                                 |
| ADDRESS: 4732 Eagleridge Circle, Pueblo, CO 81008                  |                   |                                 |
| TELEPHONE: 719-545-6240                                            | FAX: 719-545-6247 | E-MAIL: edwardf@ejsurveying.com |
| PROFESSIONAL LAND SURVEYOR IN RESPONSIBLE CHARGE:<br>Edward Fisher |                   | P.L.S. #<br>38042               |

**A Master Development Plan must be approved by the Planning & Zoning Commission prior to the submission of a subdivision plat for any tract of land that constitutes a part of a larger tract of land owned or controlled by the Subdivider 12-4-5 (a)(1) Municipal Code.**

**If the proposed subdivision includes a Special Area Plan, the applicant must meet with the Subdivision Review Committee prior to submittal of an application for Subdivision.**

I hereby certify that I am the owner or acting as agent for the owner pursuant to a valid Power of Attorney from the owner of the property affected by this application for subdivision, that the information contained in the application documents is true and correct to the best of my knowledge, and that the professional consultants identified herein are hereby authorized to act on my behalf on all matters within their technical discipline pertaining to this application.

\_\_\_\_\_  
Property Owner/Agent



## Planning &amp; Community Development

211 East D Street | Pueblo, Colorado 81003 | Tel 719-553-2259 | Fax 719-553-2359 | TTY 719-553-2611 | www.pueblo.us

## Property Owner Affidavit

Please type or **print** clearly. Illegible applications will not be accepted.

|                                                        |  |                                            |                   |
|--------------------------------------------------------|--|--------------------------------------------|-------------------|
| <b>Property Owner:</b>                                 |  |                                            |                   |
| Name: <u>City of Pueblo</u>                            |  | Company:                                   |                   |
| Address: <u>200 S. Main St.</u>                        |  |                                            |                   |
| City: <u>Pueblo</u>                                    |  | State: <u>Co</u>                           | Zip: <u>81003</u> |
| Phone: <u>719-553-2655</u>                             |  | Email: <u>Cityadmin@pueblo.us</u>          |                   |
| <b>Applicant:</b>                                      |  |                                            |                   |
| Name: <u>Edward Fisher</u>                             |  | Company: <u>Edward-James Surveying Inc</u> |                   |
| Phone: <u>719-545-6240</u>                             |  | Email: <u>edwardfe@jssurveying.com</u>     |                   |
| Property Address: <u>HARP - 175 S. Santa Fe Avenue</u> |  |                                            |                   |

I, Nicholas Gradisar, hereby state that I am the owner of record of the property located at HARP - 175 S. Santa Fe Avenue, Pueblo, Colorado, and further acknowledge that by signing this affidavit I authorize the submission of an application for a Vacation Harp Streets + Alley at said location.  
(application type)

Nicholas Gradisar 5-1-2020  
Signature of Property Owner Date



| REVISIONS |             |      |
|-----------|-------------|------|
| NO.       | DESCRIPTION | DATE |
|           |             |      |
|           |             |      |
|           |             |      |
|           |             |      |

**POLYMER**

IS HEREBY GIVEN THAT ACCEPTANCE OF THIS PLATED ALBION BY THE CITY OF ALBION DOES NOT CONSTITUTE AN ACCEPTANCE OF THE DEDICATED PUBLIC ROAD, PARKS AND OR OTHER PUBLIC IMPROVEMENTS FOR MAINTENANCE BY THE CITY. UNTIL SUCH DEDICATED PUBLIC IMPROVEMENTS ARE COMPLETED HEREIN THE RESIDENTS WILL, STANDARDS, AND RECORDS, PARADES AND OTHER FUNDS TO IMPROVEMENTS WITHIN THE RESIDENTIAL AREA.

ALBION, MICHIGAN ON THE 10TH DAY OF SEPTEMBER 1987, I, JAMES H. BROWN, CLERK OF THE CITY OF ALBION, DO HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND CORRECT COPY OF THE ORIGINAL FILED IN MY OFFICE.

JAMES H. BROWN  
CLERK OF THE CITY OF ALBION

DEPARTMENT SPECIFICATIONS, AND SUCH ARE SPECIFICALLY APPROVED AND ADOPTED IN WRITING BY THE CITY DIRECTOR OF PUBLIC WORKS AND WHERE APPLICABLE, THE CITY DIRECTOR OF PLANS AND INSPECTION, THE MAINTENANCE CONSTRUCTION, AND ALL OTHER BODIES AND AGENCIES OF THE CITY OF CHICAGO. THE CITY OF CHICAGO SHALL BE RESPONSIBLE FOR ANY AMENDMENTS AND INTERCHANGES ARE THE SOLE RESPONSIBILITY OF THE SUBMITTER OF AN ALTERNATE, WHETHER FOR THE LAND WITHIN THE SUBDIVISION. CITY COUNCIL NOW ACCEPTS ANY ALTERNATE, IDEAS, COMMENTS, OR NOTICED THAT MAY BE SUBMITTED TO THE CITY, NOT ONLY THE CITY OF CHICAGO, BUT ALSO TO MAINTAIN, CONSTRUCT, OR REPAIR SUCH PRIVATE ROADS, PARKWAYS, AND FACILITIES.

**SURVEYOR'S STATEMENT.** I, LARRY A. HANNA, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, HEREBY CERTIFY THAT I, OR MY FIRM, HAVE BEEN REQUESTED BY THE DIRECTOR OF CONSERVATION AND NATURAL RESOURCES, COLORADO DEPARTMENT OF REVENUE, TO CONDUCT A SURVEY OF THE COLORADO REVENUE STATUTES, AS AMENDED, AND THAT THE PLAT DOES ACCURATELY SHOW THE DESCRIBED TRACTS OF LAND AND THE ADJUNCTION THEREOF, AND THAT THE REQUIREMENTS OF TITLE 34 OF THE COLORADO REVISED STATUTES, 1973 AS AMENDED, HAVE BEEN MET TO THE BEST OF MY KNOWLEDGE AND BELIEF.

**EDWARD R. FISHER, PROFESSIONAL LAND SURVEYOR**  
 10000 FLYING DUTCHMAN ROAD  
 SUITE 100  
 FORT WORTH, TEXAS 76116  
 PHONE: 817/342-1111  
 FAX: 817/342-1112  
 E-MAIL: EDWARD@EDWARDJAMESSURVEYING.COM

**IMPROVEMENTS CERTIFICATION:**  
THIS IS TO CERTIFY THAT THE BALDWIN HAS COMPLETED ALTERNATE NO. \_\_\_\_\_ OF SECTION 56-121(J)(1) AND SECTION 56-148(I) OF THE 1971 CODE OF ORDINANCES, CITY OF FAYETTE, COUNTY OF MURKIN, STATE OF COLORADO.

DIRECTOR OF PUBLIC WORKS \_\_\_\_\_ DATE \_\_\_\_\_

PLANNING COMMISSION CERTIFICATION

DATE \_\_\_\_\_

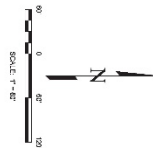
APPROVED BY THE CITY COUNCIL OR PUBLIC BOARDING BODY ON \_\_\_\_\_

IT IS SO ORDERED THAT THE PLAT FOR RELOCATION OF THE APARTMENT BUILDING BE  
RECORDED IN THE OFFICE OF THE COUNTY CLERK OF THE COUNTY OF PIMA,  
ARIZONA.

CITY CLERK DATE

---

BEING A PORTION OF THE WEST HALF OF SECTION 31, TOWNSHIP 20 SOUTH, RANGE 64 WEST,  
AND A PORTION OF THE EAST HALF OF SECTION 36, TOWNSHIP 20 SOUTH, RANGE 65 WEST  
OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF PUEBLO, PUEBLO COUNTY, COLORADO



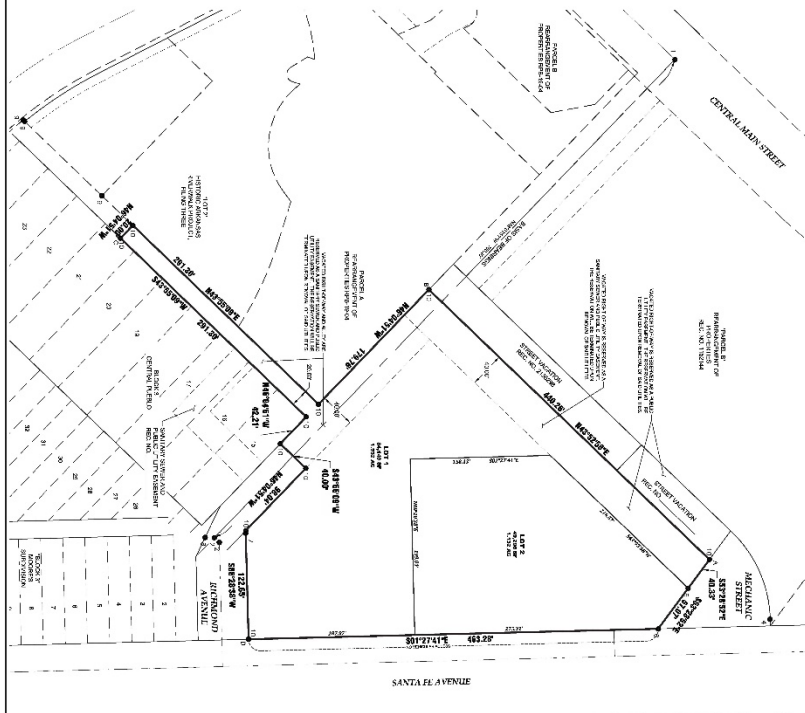
- [illegible]

GPS NOTES:

- [illegible]

| MADE IN COLORADO STATE POINT SOUTH |            |            |
|------------------------------------|------------|------------|
| POINT NO.                          | NORTHING   | EASTING    |
| A                                  | 15697.915  | 3256379.45 |
| B                                  | 1583402.78 | 3255964.13 |
| C                                  | 1563051.45 | 3255905.97 |
| D                                  | 1563168.93 | 3256109.35 |

**NOTICE:** ACCORDING TO CONDOMINIUM ACT, WE MUST COMPLY WITH LA 66-157 (NOW LABED UNIFORM ACT) IN THE SECOND YEAR AFTER YOU HAVE USED YOUR UNIT. IN OTHER WORDS, IN ANY CONDO BUILDING UNLESS ANY DEFECT IN THIS BUILDING IS CORRECTED BEFORE THE TEN YEARS FROM THE DATE OF THE COMPLETION SHOWING METHOD.



| REVISIONS |             |      |
|-----------|-------------|------|
| NO.       | DESCRIPTION | DATE |
|           |             |      |
|           |             |      |
|           |             |      |
|           |             |      |
|           |             |      |

EDWARD-JAMES  
SURVEYING, INC.

926 Filton Drive  
Colorado Springs, CO 80907  
Office: (719) 576-1216  
Fax: (719) 576-1206

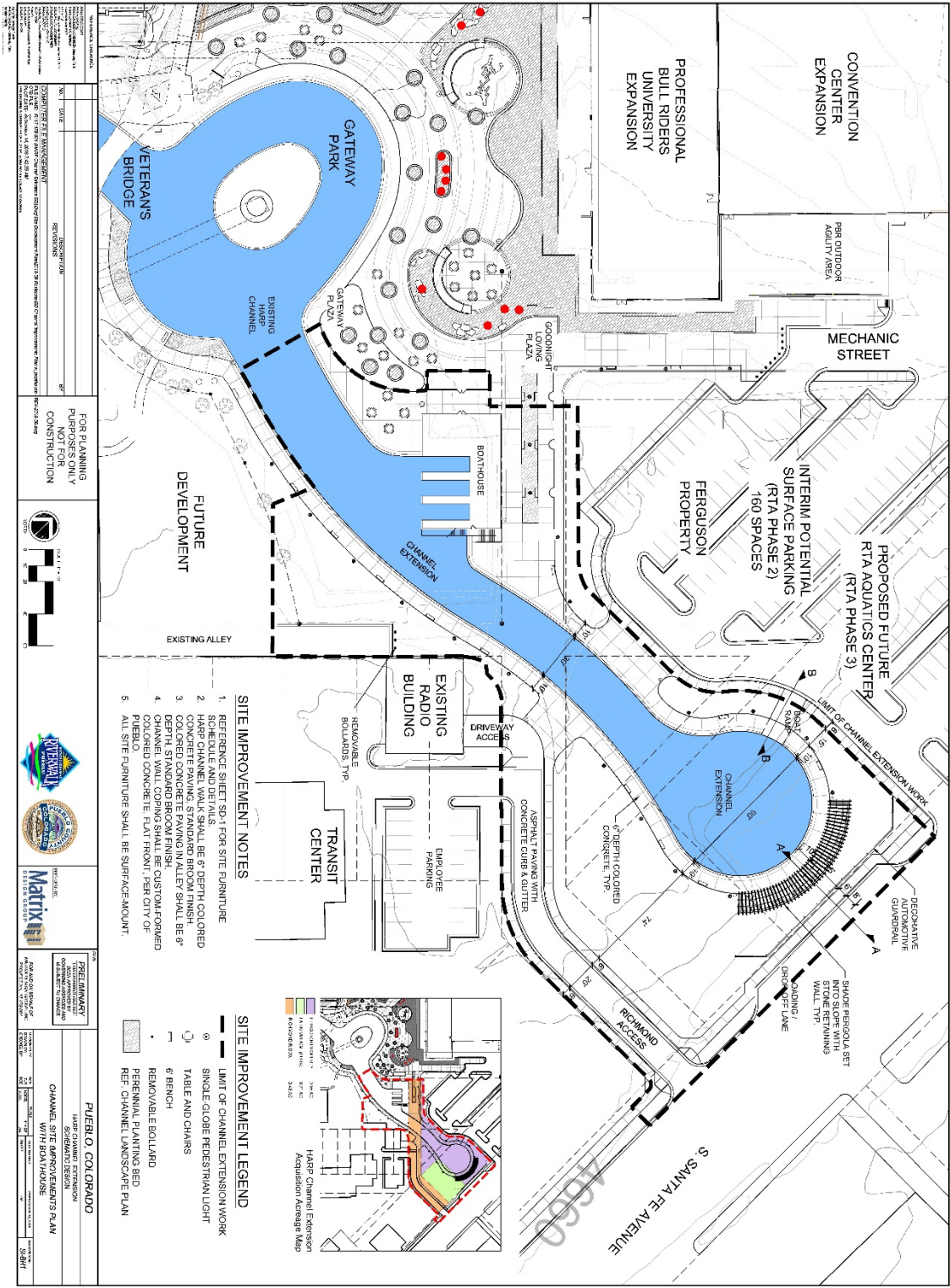
4732 Eagleridge Cir  
Pueblo, CO 81008  
Office: (719) 545-6244  
Fax: (719) 545-6244



HISTORIC ARKANSAS RIVERWALK PROJECT, FILING FOUR  
PLAT

BEING A PORTION OF THE WEST HALF OF SECTION 31, TOWNSHIP 29 SOUTH, RANGE 64 WEST  
AND A PORTION OF THE EAST HALF OF SECTION 36, TOWNSHIP 20 SOUTH, RANGE 65 WEST  
OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF PUEBLO, PUEBLO COUNTY, COLORADO

|              |           |
|--------------|-----------|
| ORDER BY     | JMP       |
| CHECKED BY   | ERG       |
| IN-SALE      | F = 51    |
| JOB NO.      | 2398-D    |
| DATE PRINTED | 2/20/2002 |
| DATE ISSUED  |           |
| SHEET NO     | 2 OF 1    |





## COLORADO

### Department of Transportation

Region 2 Permits

5615 Wills Blvd, Suite A  
Pueblo, CO 81008-2349

January 16, 2024

US 050C/MP 0.40 (NR-C)  
City of Pueblo

Wade Broadhead, Land Use Planner ([wbroadhead@pueblo.us](mailto:wbroadhead@pueblo.us))  
City of Pueblo Planning and Community Development Department  
211 East D Street  
Pueblo, CO 81003

RE: HARP Filing 4 Subdivision \_ Second Review  
S-23-09 and V-23-04

Dear Wade Broadhead,

I am in receipt of a referral request for comments regarding HARP Filing 4 Subdivision in Pueblo. The subdivision and vacation plats are being prepared in preparation for the HARP Boathouse and Riverwalk Expansion. The Historic Arkansas Riverwalk of Pueblo is proposing to extend the existing channel and construct site improvements to the 1.9-acre site. The project proposes to add a new boathouse at the existing end of the channel and will extend the channel approximately 300 feet to the northeast, ending near US 50 Business (Santa Fe Avenue). After review of all submitted documentation, we have the following comments:

- CDOT has no comments regarding the subdivision plat or vacation plats.
- Our comments from the letter dated September 8, 2024 regarding the HARP Boathouse and Riverwalk Expansion (GU-23-04 and C-23-18) remain the same. The previous comments were:
  - CDOT access permits will be required for the following accesses with the City of Pueblo being the Permittee:
    - Mechanic Street (City Street)
    - Richmond Avenue (City Street)
    - Removal of the access to the existing Ferguson Plumbing Supply parking lot (property is owned by the City of Pueblo)
  - A Traffic Memo shall be submitted detailing the traffic volumes, including Peak Hour, for the two City streets (Mechanic Street and Richmond Avenue).
  - A Utility Permit will be required for the utility work being proposed on US 50 Business right-of-way. Please see below for more information.

Additionally,

- On-premise and off-premise signing shall comply with the current Colorado Outdoor Advertising Act, sections 43-1-401 to 421, C.R.S., and all rules and regulations pertaining to outdoor advertising. Please contact Gabe Martinez at (719) 251-7830 for any questions regarding advertising devices.
- Any utility work within the state highway right of way will require a *utility permit* from the CDOT. Information for obtaining a utility permit can also be obtained by contacting Mr. Martinez.

Please contact me at (719) 546-5440 or [teresa.guagliardo@state.co.us](mailto:teresa.guagliardo@state.co.us) with any questions.

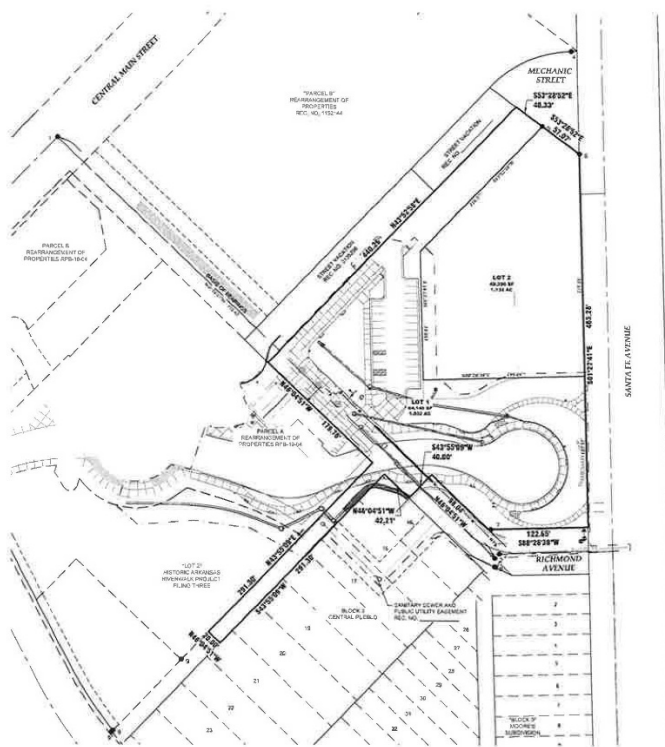
Sincerely,

*Teresa Guagliardo*

Teresa Guagliardo  
CDOT R2 Access Management

Xc: Lancaster/file







February 23, 2024

The City Planning and Zoning Commission will hold a public hearing on a request from **The City of Pueblo** for approval of the following applications at 175 S. Santa Fe Ave

**S-23-06 HARP Filing Four:** a resubdivision of portions of Central Pueblo, Moores Subdivision and Hobson’s Subdivision Amended into two lots.  
**V-23-04 HARP Filing Place Subdivision:** a vacation of portions of Mechanic Street (12,536 sq. ft. in the Central Pueblo and Hobsons Amended Subdivision, and Richmond Ave. (8,080 sq. ft.) and portions of a 20’ alley in the Central Pueblo Subdivision (5,826 sq. ft).

The Planning and Zoning Commission meeting will be held on **March 13, 2024, at 3:30 p.m.** in City Council Chambers, 1 City Hall Place. The meeting will be recorded and can be viewed via Zoom, but **no testimony will be heard virtually.**  
Join by computer, smartphone app, or dial by phone: +1 346 248 7799 or +1 253 215 8782  
Meeting ID: 927 1786 7722 Passcode: 195462  
<https://pueblo.zoom.us/j/92717867722?pwd=WUdnaHVGbmlCdHRrUHNfZnpPWG1Ydz09>  
You are welcome to attend this public hearing and express your viewpoint concerning this proposal. To review the plans and staff report for the proposed application, please visit [www.pueblo.us/PandZ](http://www.pueblo.us/PandZ) and click on “Most Recent Agenda” no sooner than the Friday prior to the hearing. **Please call the number below if you have questions.**

Scott Hobson, Acting Director  
Planning & Community Development  
By Wade Broadhead, Sr. Planner  
(719) 553-2280

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Meeting ID: 927 1786 7722 Passcode: 195462  
<https://pueblo.zoom.us/j/92717867722?pwd=WUdnaHVGbmlCdHRrUHNfZnpPWG1Ydz09>  
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Meeting ID: 927 1786 7722 Passcode: 195462  
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Scott Hobson, Acting Director  
Planning & Community Development  
By Wade Broadhead, Sr. Planner  
(719) 553-2280

CASE NUMBER: V-23-04 and S-23-06

CERTIFICATION

I hereby certify that I did this day cause written notice of the public hearing on the Vacation and Subdivision: 175 S. Santa Fe Ave. to be sent to the attached list of owners of the property lying within hundred (300) feet of the said property on which the Vacation and Subdivision is proposed by depositing the same properly addressed and postage paid in the post office, as set forth in the Code of Ordinances, Section 17-6-2.

February 23, 2024

(Date)

PUEBLO PLANNING & ZONING COMMISSION

By Cindy Caputo

I hereby certify that I did this day verify and photograph the posted notice of the public hearing on the Vacation and Subdivision, upon which action is pending as set forth in the Code of Ordinances, Section 17-6-2.

February 23, 2024

(Date)

PUEBLO PLANNING & ZONING COMMISSION

By Cindy Caputo

| Owner                                    | OwnerStree                 | OwnerCity | Owr | OwnerZip   |
|------------------------------------------|----------------------------|-----------|-----|------------|
| LOT 1 LLC                                | 112 W D ST                 | PUEBLO    | CO  | 81003-3461 |
| MB-PUEBLO LAND (RHH) LLC                 | 1245 BRICKYARD RD STE 230  | SALT LAKE | UT  | 84106      |
| LOCCO LLC                                | 125 S SANTA FE AVE         | PUEBLO    | CO  | 81003-4218 |
| COLORADO DEPARTMENT OF TRANSPORTATI      | 4201 E ARKANSAS AVE        | DENVER    | CO  | 80222-3406 |
| AVKE INC                                 | 4308 ST ANDREWS DR         | PUEBLO    | CO  | 81001-1165 |
| BLAZER LEASING LLC                       | 435 ARGYLE AVE             | PUEBLO    | CO  | 81004-1012 |
| PATTI JUDITH H                           | 6618 E LOWRY BLVD UNIT 309 | DENVER    | CO  | 80230-6916 |
| PATTI PROPERTY LLC                       | 95 S KEARNEY ST            | DENVER    | CO  | 80220      |
| E + W INVESTMENT LLC + C/O WALTER LIND , | PO BOX 849                 | COLORADC  | CO  | 80901-0849 |
| SANTA FE 250 LLC + C/O WALTER LIND ,     | PO BOX 849                 | COLORADC  | CO  | 80901-0849 |



**OwnerCount**

U S A

U S A

U S A

U S A

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**Background Paper for Proposed  
Action Item**

**COUNCIL MEETING DATE:** August 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 AND ADOPTING THE CITY OF PUEBLO'S 2024-2025 ACTION PLAN FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AND THE HOME INVESTMENT PARTNERSHIP ACT GRANT (HOME), AUTHORIZING THE MAYOR OF THE CITY OF PUEBLO TO SUBMIT THE APPLICATION TOGETHER WITH ALL REQUIRED AND NECESSARY CERTIFICATIONS, ASSURANCES, AND DOCUMENTATION TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT, AND APPROPRIATING AND BUDGETING CDBG AND HOME FUNDS THEREFORE

**SUMMARY:**

This Ordinance approves the 2024-2025 Action Plan as presented. The Action Plan contains the funding recommendations made by the Citizens' Advisory Committee (CAC) and Staff.

**PREVIOUS COUNCIL ACTION:**

The City Council has not taken any previous action on this matter.

**BACKGROUND:**

As an entitlement city, the City of Pueblo is required by the U.S. Department of Housing and Urban Development (HUD) to complete an Annual Action Plan for each of the years of the Consolidated Plan. This Action Plan and the accompanying documentation serve as the City's application to HUD for the 2024-2025 Community Development Block Grant (CDBG) and HOME Investment Partnership Act Grant (HOME). This is the last Action Plan under the 2020-2024 Five-Year Consolidated Plan.

A public meeting was held to receive citizen input and to hear applicant presentations on July 18, 2023. HUD CPD Notice 24-01 requested the annual action plan not be

submitted prior to the publication of the grantees FY24 allocation on May 6, 2024. The notice of the availability of the 2024 Annual Action Plan was published on June 23, 2024 and made available to the public for review on June 24, 2024, formally opening the public comment period for thirty-days. Public meetings were held on June 27, 2024 and July 11, 2024. Copies were available at the City Clerk's Office, the Rawlings Library, the Division of Housing and Citizen Services (Department), and the City's website.

### **FINANCIAL IMPLICATIONS:**

The City anticipates receiving \$1,453,413.00 in CDBG funding and \$ 880,344.00 in HOME Consortium grant funding. The HOME Consortium grant is shared with Pueblo County on an 87%/13% City/County basis. The HOME grant requires a 25% match. The City's portion this year is \$176,620.00.

### **BOARD/COMMISSION RECOMMENDATION:**

The Citizens Advisory Committee (CAC) has recommended that the City Council approve the activities outlined in the 2024-2025 Action Plan and presented its recommendations to Council during Work Session on September 11, 2023.

### **STAKEHOLDER PROCESS:**

The following stakeholder processes were undertaken by the Department. Starting May 1, 2023 through May 31, 2023, applications for grant funding were made available to the community. Public hearings were held before the CAC on July 18, 2023. The public hearings were open for public comments, and for funding applicants to present their requests to the CAC. The CAC deliberations were held on August 9, 2023. This was an open meeting, but opportunity for public comment is not provided. The 30-day comment period began June 24, 2024, with the publication of a public notice in The Pueblo Chieftain on June 23, 2024.

### **ALTERNATIVES:**

The City Council can choose to not apply for the CDBG and HOME grants, in which case a number of community services and community projects will need to find alternative funding.

### **RECOMMENDATION:**

Approval of the Ordinance.

### **ATTACHMENTS:**

1. 2024 AAP V1
2. 2024 Final Attachement A
3. 2024 SF-424 CDBG
4. SF424D-CDBG
5. 2024 SF-424 HOME
6. SF424D-HOME

## ORDINANCE NO.

AN ORDINANCE APPROVING AND ADOPTING THE CITY OF PUEBLO'S 2024-2025 ACTION PLAN FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AND THE HOME INVESTMENT PARTNERSHIP ACT GRANT (HOME), AUTHORIZING THE MAYOR OF THE CITY OF PUEBLO TO SUBMIT THE APPLICATION TOGETHER WITH ALL REQUIRED AND NECESSARY CERTIFICATIONS, ASSURANCES, AND DOCUMENTATION TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT, AND APPROPRIATING AND BUDGETING CDBG AND HOME FUNDS THEREFORE

WHEREAS, the City of Pueblo is designated as an entitlement city under the Housing and Community Development Act of 1974, and will receive Community Development Block Grant (CDBG) and HOME Investment Partnership Act Grants (HOME) for fiscal year 2024; and

WHEREAS, the City of Pueblo conducted a citizen participation process that included two public hearings within the City of Pueblo in addition to a third public hearing before City Council to obtain the views of citizens, non-profit and neighborhood groups on the City's housing and community needs; NOW, THEREFORE,

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

### SECTION 1.

The City Council hereby finds and determines that the City of Pueblo's 2024-2025 Action Plan listing projects and programs for funding from CDBG and HOME federal funds has been developed to give maximum feasible priority to activities which will benefit low- to moderate-income families and/or aid in the prevention or elimination of slum and blight, as required by HUD, and is hereby approved, adopted, and incorporated herein.

### SECTION 2.

The Mayor is hereby authorized to submit, in the name of the City of Pueblo, the applications (SF-424/SF-424D) and the 2024-2025 Action Plan, together with all required and necessary certifications, assurances, and documentation to the U.S. Department of Housing and Urban Development for \$1,453,413.00 in 2024 CDBG funds and \$880,344.00 in 2024 HOME funds.

### SECTION 3.

CDBG funds in the amount of \$1,453,413.00 and HOME funds in the amount of \$880,344.00, the 2024 allocation, are hereby budgeted and appropriated for the projects and in the amounts set forth in the 2024-2025 Action Plan. A list of the recommended projects is herein included as Attachment A.

### SECTION 4.

The HOME Program requires local matching funds. The City's portion of matching funds for the 2024-2025 year is \$176,620.00. During the 2024 budget process, \$200,000.00 was budgeted and appropriated for the HOME match.

### SECTION 5.

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 6.**

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 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 July 22, 2024.

Final adoption of Ordinance by City Council on August 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

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City Clerk



# 2024 ANNUAL ACTION PLAN

**City of Pueblo and the Pueblo Consortium**

**DRAFT FOR PUBLIC DISPLAY**

**June 24, 2024 through July 26, 2024**

Annual Action Plan  
2024

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# Executive Summary

## AP-05 Executive Summary - 91.200(c), 91.220(b)

### 1. Introduction

The City of Pueblo is part of the U.S. Department of Housing and Urban Development's Community Development Block Grant (CDBG) Program. The City and Pueblo County work together as a Consortium within the HOME Investment Partnerships Program.

As an entitlement community under the CDBG Program, the City of Pueblo must prepare an Annual Plan to implement federal programs that fund housing, community development, and economic development. This Plan covers FY 2024 (March 1, 2024, through February 28, 2025). Following a 30-day comment period, the city will submit the Plan for approval by the U.S. Department of Housing and Urban Development.

The Annual Action Plan aims to guide federal funding decisions in Pueblo. The Plan is centered around three main goals:

1. Provide decent housing by preserving affordable housing, increasing its availability, reducing discriminatory barriers, and aiding homeless individuals and families.
2. Develop a suitable living environment by improving neighborhoods, integrating low- and moderate-income residents throughout the city, and reinvesting in deteriorating communities.
3. Expand economic opportunities through job creation, homeownership opportunities, and activities that promote long-term community viability.

The primary priority for using federal funds is to increase self-sufficiency and economic opportunity for lower-income residents and individuals with special needs.

The City of Pueblo expects to receive the following federal resources in FY 2024:

- Community Development Block Grant funds: \$1,453,413
- HOME Investment Partnership funds: \$880,344

The goals and results outlined in the 2024 Annual Action Plan are connected to the 2020-2024 Consolidated Plan's Strategic Plan. The planned activities aim to meet the City's needs using CDBG and HOME funds and concentrate on offering affordable housing, improving living conditions, and enhancing economic prospects. The results of these activities will demonstrate the advantages of each funded program.

All activities in Pueblo will support at least one objective and one outcome. The priorities identified in the 2020-2024 Consolidated Plan include affordable housing, public services, public infrastructure and



facilities, economic development, community revitalization, fair housing education and outreach, and administration and planning.

## **2. Summarize the objectives and outcomes identified in the Plan**

The goals and results outlined in the 2024 Annual Action Plan are connected to the 2020-2024 Consolidated Plan's Strategic Plan. The planned activities aim to meet the City's needs using CDBG and HOME funds and concentrate on offering affordable housing, improving living conditions, and enhancing economic prospects. The results of these activities will demonstrate the advantages of each funded program.

All activities in Pueblo will support at least one objective and one outcome. The priorities identified in the 2020-2024 Consolidated Plan include affordable housing, public services, public infrastructure and facilities, economic development, community revitalization, fair housing education and outreach, and administration and planning.

## **3. Evaluation of past performance**

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

The evaluation of past performance covers the period from March 1, 2023, through February 28, 2024. The City's past performance based on the Consolidated Annual Performance and Evaluation Report (CAPER) highlighted accomplishments achieved through the expenditure of CDBG, CDBG-CV, and HOME funds. It also mentioned areas where the City fell short of its program year goals.

## **4. Summary of Citizen Participation Process and consultation process**

Summary of citizen participation is included in section AP-12 of this plan.

## **5. Summary of public comments**

Outside of the applicants' grant request, the reason for their request, and their presentations to the Citizen's Advisory Committee, no additional comment was received.

## **6. Summary of comments or views not accepted and the reasons for not accepting them**

No comments were excluded from the preparation of the 2024 Annual Action Plan.

## **7. Summary**

## PR-05 Lead & Responsible Agencies - 91.200(b)

### 1. Agency/entity responsible for preparing/administering the Consolidated Plan

The following are the agencies/entities responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

| Agency Role                |        | Name                                             | Department/Agency                                                |
|----------------------------|--------|--------------------------------------------------|------------------------------------------------------------------|
| Participating Jurisdiction |        | Scott Hobson, Acting Director                    | City of Pueblo, Department of Planning and Community Development |
| CDBG Administrator         | PUEBLO | Department of Planning and Community Development |                                                                  |
| HOME Administrator         | PUEBLO | Department of Planning and Community Development |                                                                  |

**Table 1 – Responsible Agencies**

### Narrative

The following are the agencies/entities responsible for preparing the Consolidated Plan and those responsible for administering each grant program and funding source.

The City of Pueblo's Division of Housing and Citizen Services within the Department of Planning and Community Development administers the CDBG grant. The City of Pueblo and Pueblo County participate as a Consortium within the HOME Investment Partnerships Program (HOME). As the participating jurisdiction, the City of Pueblo undertakes all monitoring and reporting on behalf of Pueblo County. Pueblo County undertakes its affordable housing programs.

### Consolidated Plan Public Contact Information

Annual Action Plan  
2024

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Bryan Gallagher, Administrator

City of Pueblo Division of Housing and Citizen Services

2631 E. 4th Street

Pueblo, CO 81001

Phone: 719-553-2850

Email: [housing@pueblo.us](mailto:housing@pueblo.us)

## **AP-10 Consultation - 91.100, 91.200(b), 91.215(l)**

### **1. Introduction**

The City of Pueblo's Division of Housing and Citizen Services created an outreach program to gather input from a wide range of stakeholders. The program involved public meetings, published meeting notices, and stakeholder/focus group meetings designed to involve a diverse group of stakeholders and city residents in line with the Citizen Participation Plan.

**Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l)).**

It is becoming increasingly important to have meaningful collaboration in the development and implementation of housing and community development programs. Rising costs are stretching the federal resources allocated to these programs. Collaborating with housing and service providers helps the city maximize the benefits of its investments. It ensures that these investments strategically address both short-term needs and long-term goals. The Division of Housing and Citizen Services regularly consults with human services agencies, housing development organizations, and municipal departments throughout the program year.

**Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.**

Pueblo is part of the statewide State Continuum of Care and receives funding through the statewide balance. Locally, Pueblo is represented at the State Continuum of Care by housing and service providers who work to meet the needs of people experiencing homelessness and strive to find a local solution to end homelessness. The city regularly communicates with housing and service providers.

**Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS**

The City of Pueblo does not receive or administer ESG Funds. The City of Pueblo met with the Continuum of Care (COC) during the consultation process to coordinate between government, mental health, and other service agencies, and the Consolidated Plan reflects paired goals and objectives.

### **2. Agencies, groups, organizations and others who participated in the process and consultations**

**Table 2 – Agencies, groups, organizations who participated**

|   |                                                                                                                                                                    |                                                                                                                                                                                                                                                                                                                                                 |
|---|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1 | <b>Agency/Group/Organization</b>                                                                                                                                   | POSADA, INC.                                                                                                                                                                                                                                                                                                                                    |
|   | <b>Agency/Group/Organization Type</b>                                                                                                                              | Services - Housing<br>Services-Elderly Persons<br>Services-Persons with Disabilities<br>Services-homeless                                                                                                                                                                                                                                       |
|   | <b>What section of the Plan was addressed by Consultation?</b>                                                                                                     | Homeless Needs - Families with children<br>Homelessness Needs - Veterans<br>Homelessness Needs - Unaccompanied youth<br>Homelessness Strategy                                                                                                                                                                                                   |
|   | <b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b> | The Division of Housing and Citizen Services consulted with the agency throughout the year during large, coordinated meetings, one-on-one meetings, and while monitoring ongoing projects. The expected outcome was to coordinate funding to enable the agency and other complementing agencies to address the homeless issues within the city. |
| 2 | <b>Agency/Group/Organization</b>                                                                                                                                   | Pueblo Rescue Mission                                                                                                                                                                                                                                                                                                                           |
|   | <b>Agency/Group/Organization Type</b>                                                                                                                              | Services-homeless                                                                                                                                                                                                                                                                                                                               |
|   | <b>What section of the Plan was addressed by Consultation?</b>                                                                                                     | Homeless Needs - Chronically homeless<br>Homelessness Needs - Veterans<br>Homelessness Strategy                                                                                                                                                                                                                                                 |
|   | <b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b> | The Division of Housing and Citizen Services consulted with the agency throughout the year during large, coordinated meetings, one-on-one meetings, and during monitoring reviews of ongoing projects. The anticipated outcome was coordinating with the agency to serve the homeless community.                                                |

|   |                                                                                                                                                                    |                                                                                                                                                                                                                                                                                   |
|---|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 3 | <b>Agency/Group/Organization</b>                                                                                                                                   | SRDA Pueblo, Inc.                                                                                                                                                                                                                                                                 |
|   | <b>Agency/Group/Organization Type</b>                                                                                                                              | Services - Housing<br>Services-Elderly Persons                                                                                                                                                                                                                                    |
|   | <b>What section of the Plan was addressed by Consultation?</b>                                                                                                     | Non-Homeless Special Needs                                                                                                                                                                                                                                                        |
|   | <b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b> | The Division of Housing and Citizen Services consulted with the agency one-on-one and during the monitoring review of ongoing projects. The anticipated outcome was the coordination of funding to allow the agency to address issues affecting elderly citizens within the city. |
| 4 | <b>Agency/Group/Organization</b>                                                                                                                                   | Colorado Legal Services                                                                                                                                                                                                                                                           |
|   | <b>Agency/Group/Organization Type</b>                                                                                                                              | Housing<br>Service-Fair Housing                                                                                                                                                                                                                                                   |
|   | <b>What section of the Plan was addressed by Consultation?</b>                                                                                                     | Homelessness Strategy<br>Eviction Prevention                                                                                                                                                                                                                                      |
|   | <b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b> | The Division of Housing and Citizen Services consulted with the agency for one-on-one consultations and coordinated intergovernmental agency consultations. The goal of the consultation was to coordinate funding and develop wraparound services to keep families housed.       |
| 5 | <b>Agency/Group/Organization</b>                                                                                                                                   | Housing Authority of the City of Pueblo                                                                                                                                                                                                                                           |
|   | <b>Agency/Group/Organization Type</b>                                                                                                                              | Housing<br>PHA<br>Services - Housing<br>Services-homeless                                                                                                                                                                                                                         |

|  |                                                                                                                                                                    |                                                                                                                                                                                                                                                                         |
|--|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|  | <b>What section of the Plan was addressed by Consultation?</b>                                                                                                     | Public Housing Needs<br>Homelessness Strategy<br>Housing Development                                                                                                                                                                                                    |
|  | <b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b> | The Division of Housing and Citizen Services consulted with the agency throughout the year during one-on-one meetings and monitoring reviews of ongoing projects. The anticipated outcome was the production of additional units and the coordination of LIHTC funding. |

**Identify any Agency Types not consulted and provide rationale for not consulting**

No agencies were excluded from consolidation.

**Other local/regional/state/federal planning efforts considered when preparing the Plan**

| <b>Name of Plan</b> | <b>Lead Organization</b> | <b>How do the goals of your Strategic Plan overlap with the goals of each plan?</b>                                  |
|---------------------|--------------------------|----------------------------------------------------------------------------------------------------------------------|
| Continuum of Care   | Health Solutions         | The CoC was consulted during the development of the Strategic Plan; the CoC's goals were incorporated into the plan. |

**Table 3 – Other local / regional / federal planning efforts**

**Narrative**

**AP-12 Participation - 91.401, 91.105, 91.200(c)**

- 1. Summary of citizen participation process/Efforts made to broaden citizen participation  
Summarize citizen participation process and how it impacted goal-setting**



## Citizen Participation Outreach

| Sort Order | Mode of Outreach                    | Target of Outreach | Summary of response/attendance                                                                        | Summary of comment received                                      | Summary of comments not accepted and reasons                                 | URL (If applicable)                       |
|------------|-------------------------------------|--------------------|-------------------------------------------------------------------------------------------------------|------------------------------------------------------------------|------------------------------------------------------------------------------|-------------------------------------------|
| 1          | Newspaper April 25, 2023            | General Public     | Notice of funding availability open from May 1, 2023 through May 31, 2023                             | Applications for programs and projects included in this 2024 AAP | All applications were accepted; not all applications were able to be funded. | Link and applications on City's Home Page |
| 2          | Newspaper April 25, 2023            | Spanish Speaking   | Notice of funding availability open from May 1, 2023 through May 31, 2023                             | None                                                             | None                                                                         |                                           |
| 3          | Public Hearing 7/18/2023            | General Public     | A public hearing held in City Council Chambers following the grant request presentation               | None                                                             | None                                                                         |                                           |
| 4          | City Council Work Session 9/11/2023 | Televised          | Televised and replayed for two weeks on the City Gov. Channel 17                                      | None                                                             | None                                                                         |                                           |
| 5          | Newspaper 6/24/2024                 | General Public     | 2024 Draft Annual Action Plan Available for Inspection                                                | TBD                                                              | TBD                                                                          | Posted on City's Home Page                |
| 6          | Newspaper 6/24/2024                 | Spanish Speaking   | 2024 Draft Annual Action Plan Available for Inspection                                                | TBD                                                              | TBD                                                                          |                                           |
| 7          | Public Meeting                      | June 27, 2024      | 1 <sup>st</sup> Public Meeting for 2024 AAP, 2631 e 4 <sup>th</sup> Street, Pueblo, CO 81001 @ 3:00pm | TBD                                                              | TBD                                                                          |                                           |
| 8          | Public Meeting                      | July , 2024        | 2 <sup>nd</sup> Public Meeting for 2024 AAP, 2631 e 4 <sup>th</sup> Street, Pueblo, CO 81001 @ 3:00pm | TBD                                                              | TBD                                                                          |                                           |
| 9          | City Council Meeting; 8/12/24       | General Public     | Authorization of 2024 Annual Action Plan Ordinance                                                    | TBD                                                              | TBD                                                                          |                                           |

**Table 4 – Citizen Participation Outreach**

Annual Action Plan  
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## Expected Resources

### AP-15 Expected Resources - 91.420(b), 91.220(c)(1,2)

#### Introduction

#### Anticipated Resources

| Program | Source of Funds | Uses of Funds         | Expected Amount Available Year 1 |                    |                          |             | Expected Amount Available Remainder of Con Plan \$ | Narrative Description                                     |
|---------|-----------------|-----------------------|----------------------------------|--------------------|--------------------------|-------------|----------------------------------------------------|-----------------------------------------------------------|
|         |                 |                       | Annual Allocation:               | Program Income: \$ | Prior Year Resources: \$ | Total: \$   |                                                    |                                                           |
| CDBG    | HUD             | Community Development | \$ 1,453,413                     | -0-                | -0-                      | \$1,453,413 | -0-                                                | This is the final year of the 2020-2024 Consolidated Plan |
| HOME    | HUD             | Housing               | \$ 880,344                       | -0-                | -0-                      | \$ 880,344  | -0-                                                | This is the final year of the 2020-2024 Consolidated Plan |

Table 2 - Expected Resources – Priority Table

**Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied**

CDBG funds will leverage funds in the Public Service sector. Combined with \$950,000 in local funds from the City and Pueblo County, the CDBG funds will be leveraged by the non-profits to fund the services utilized within the community. HOME funds will be leveraged with other capital stack investments to create housing units in partnership with the community and investors.

**If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan**

The City has acquired a property at 1302 E 5th Street, Pueblo, CO 81001 using ARPA funds, the property will be developed into affordable housing. Through a grant received by the Colorado Housing Finance Authority a preliminary design is being developed for potential investors.

#### **Discussion**

## Annual Goals and Objectives

### AP-20 Annual Goals and Objectives - 91.420, 91.220(c)(3)&(e)

#### Goals Summary Information

| Sort Order | Goal Name                                          | Start Year | End Year | Category                                                                                                                  | Geographic Area        | Needs Addressed                                 | Funding   | Goal Outcome Indicator                                                                                            |
|------------|----------------------------------------------------|------------|----------|---------------------------------------------------------------------------------------------------------------------------|------------------------|-------------------------------------------------|-----------|-------------------------------------------------------------------------------------------------------------------|
| <b>1</b>   | Planning and administration of federal programs    | 2020       | 2024     | Affordable Housing<br>Public Housing<br>Homeless<br>Non-Homeless<br>Special Needs<br>Non-Housing<br>Community Development | Citywide<br>Countywide | Administration and Planning                     | \$378,034 | Planning and administration for the successful implementation of CDBG and HOME programs.                          |
| <b>2</b>   | Improve and maintain public infrastructure and fac | 2020       | 2024     | Non-Housing<br>Community Development                                                                                      | Citywide               | Public Infrastructure and Facilities            | \$766,250 | Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 597 Persons Assisted |
| <b>3</b>   | Provide housing and services to homeless/ near     | 2020       | 2024     | Affordable Housing<br>Homeless                                                                                            | Citywide               | Public Services including Services for Homeless | \$133,745 | Public service activities other than Low/Moderate Income Housing Benefit: 875 Persons Assisted                    |
| <b>4</b>   | Preserve existing affordable units (rehab)         | 2020       | 2024     | Affordable Housing                                                                                                        | Citywide               | Affordable Housing                              | \$183,413 | Homeowner Housing Rehabilitated: 23 Household Housing Unit                                                        |

| Sort Order | Goal Name                                          | Start Year | End Year | Category                                                                                    | Geographic Area        | Needs Addressed                                 | Funding   | Goal Outcome Indicator                                                                                        |
|------------|----------------------------------------------------|------------|----------|---------------------------------------------------------------------------------------------|------------------------|-------------------------------------------------|-----------|---------------------------------------------------------------------------------------------------------------|
| 5          | New construction of affordable housing             | 2020       | 2024     | Affordable Housing                                                                          | Citywide<br>Countywide | Affordable Housing                              | \$792,310 | Rental units constructed: 4<br>Household Housing Unit<br>Homeowner Housing Added: 1<br>Household Housing Unit |
| 6          | Provide public services to non-homeless population | 2020       | 2024     | Affordable Housing<br>Non-Homeless<br>Special Needs<br>Non-Housing<br>Community Development | Citywide               | Public Services including Services for Homeless | \$80,005  | Public service activities other than Low/Moderate Income Housing<br>Benefit: 368 Persons Assisted             |

**Table 3 – Goals Summary**

## Goal Descriptions

|   |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|---|-------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1 | <b>Goal Name</b>        | Planning and administration of federal programs                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|   | <b>Goal Description</b> | Planning and administration for the successful implementation of CDBG and HOME programs.                                                                                                                                                                                                                                                                                                                                                                                                            |
| 2 | <b>Goal Name</b>        | Improve and maintain public infrastructure and fac                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|   | <b>Goal Description</b> | <p>Public facilities include neighborhood, parks/recreation, parking, senior and youth, childcare, job training, cultural, non-residential historic preservation, and homeless facilities.</p> <p>Public infrastructure includes:</p> <ul style="list-style-type: none"> <li>• Street and sidewalk improvements.</li> <li>• Lighting and streetscaping.</li> <li>• Water and sewer improvements.</li> <li>• Flood drainage improvements.</li> <li>• Solid waste management improvements.</li> </ul> |
| 3 | <b>Goal Name</b>        | Provide housing and services to homeless/ near                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|   | <b>Goal Description</b> | Housing and services for the homeless and near homeless include outreach, emergency, transitional, and permanent supportive housing, Rapid Re-Housing, supporting services, and rental assistance.                                                                                                                                                                                                                                                                                                  |
| 4 | <b>Goal Name</b>        | Preserve existing affordable units (rehab)                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|   | <b>Goal Description</b> | Rehabilitation/reconstruction of single and multi-family housing; energy efficiency improvements; accessibility modifications; lead-based paint abatement; minor housing repairs; and preservation of affordable units.                                                                                                                                                                                                                                                                             |

|   |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|---|-------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 5 | <b>Goal Name</b>        | New construction of affordable housing                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|   | <b>Goal Description</b> | New construction of affordable housing units.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| 6 | <b>Goal Name</b>        | Provide public services to non-homeless population                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|   | <b>Goal Description</b> | Other public services that are needed include housing and services for persons with HIV/AIDS; services for persons with physical, developmental, and intellectual disabilities; employment and workforce development; screening for lead-based paint hazards; housing counseling; neighborhood clean-up programs; crime awareness and prevention programs; transportation; health and mental health services; services for persons recovering from addiction; youth programs, food banks and other food-related services; childcare and related services; senior programs and related services; legal services; and financial literacy. |

## AP-35 Projects - 91.420, 91.220(d)

### Introduction

#### Introduction

The following is a list of the planned projects the City will fund with CDBG and HOME funds.

#### Project Name

| #  | Project Name                                                       |
|----|--------------------------------------------------------------------|
| 1  | CD2401 Administration                                              |
| 2  | CD2402 Homeless Prevention                                         |
| 3  | CD2403 Homeless Supportive Services                                |
| 4  | CD2404 Homeless Youth Services                                     |
| 5  | CD2405 It's All About Being a Teen                                 |
| 6  | CD2406 SRDA Senior Transportation                                  |
| 7  | CD2407 Crystal Place Sidewalk Replacement                          |
| 8  | CD2408 Grove Neighborhood Infrastructure Improvements              |
| 9  | CD2409 ADA Curb Project I                                          |
| 10 | CD2410 ADA Curb Ramps Project II                                   |
| 11 | CD2411 Emergency Repair and Essential Services Program for Seniors |
| 12 | CD2412 Minor Repairs Program                                       |
| 13 | CD2413 Housing Rehabilitation Program                              |
| 14 | CD2414 Eastside Child Care Improvements                            |
| 15 | CD2415 Posada Parking Lot Improvements                             |
| 16 | HO2410 - City HOME Administration                                  |
| 17 | HO2420 Pueblo County HOME Administration                           |
| 18 | HO2430 - Pueblo County Housing Programs                            |
| 19 | HO2440 Community Development Housing Organization Project          |
| 20 | HO2450 - City Housing Programs                                     |

**Table 4 – Project Information**

### Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

Applications received from the general public and service providers were scored by the Citizen's Advisory Committee. Based on a standardized scoring rubric designed to align with the needs and priorities identified in the Consolidated Plan, the Committee scored and ranked each application with the application's ability to address goals established in the Consolidated Plan. Funding was awarded to the highest ranked applications until all funding was allocated.



**AP-38 Project Summary**  
**Project Summary Information**

|   |                                                                                                |                                                                                                                                                                                                                                                                           |
|---|------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1 | <b>Project Name</b>                                                                            | CD2401 Administration                                                                                                                                                                                                                                                     |
|   | <b>Target Area</b>                                                                             | Citywide<br>Countywide                                                                                                                                                                                                                                                    |
|   | <b>Goals Supported</b>                                                                         | Planning and administration of federal programs                                                                                                                                                                                                                           |
|   | <b>Needs Addressed</b>                                                                         | Administration and Planning                                                                                                                                                                                                                                               |
|   | <b>Funding</b>                                                                                 | \$290,000                                                                                                                                                                                                                                                                 |
|   | <b>Description</b>                                                                             | Administrative and planning activities associated with the CDBG program, fair housing education, and outreach.                                                                                                                                                            |
|   | <b>Target Date</b>                                                                             | 2/28/2025                                                                                                                                                                                                                                                                 |
|   | <b>Estimate the number and type of families that will benefit from the proposed activities</b> | N/A – Administration Activity                                                                                                                                                                                                                                             |
|   | <b>Location Description</b>                                                                    | Administration of the grant funds will occur at 2631 E 4th Street, Pueblo, CO 81001 (CT11, BLK1)                                                                                                                                                                          |
| 2 | <b>Planned Activities</b>                                                                      | Administrative and planning activities associated with the CDBG program and fair housing education and outreach.                                                                                                                                                          |
|   | <b>Project Name</b>                                                                            | CD2402 Homeless Prevention                                                                                                                                                                                                                                                |
|   | <b>Target Area</b>                                                                             | Citywide                                                                                                                                                                                                                                                                  |
|   | <b>Goals Supported</b>                                                                         | Provide housing and services to homeless/ near                                                                                                                                                                                                                            |
|   | <b>Needs Addressed</b>                                                                         | Public Services including Services for Homeless                                                                                                                                                                                                                           |
|   | <b>Funding</b>                                                                                 | \$ 23,745                                                                                                                                                                                                                                                                 |
|   | <b>Description</b>                                                                             | The funding will assist low-income families with their monthly rent and provide them with case management services in financial emergencies. This support aims to help families manage and maintain a budget, increase their income, and reduce the risk of homelessness. |
|   | <b>Target Date</b>                                                                             | 12/31/2025                                                                                                                                                                                                                                                                |
|   | <b>Estimate the number and type of families that will benefit from the proposed activities</b> | Up to 25 individuals and families will benefit from the proposed activity.                                                                                                                                                                                                |
|   | <b>Location Description</b>                                                                    | Services provided at 501 Belmont Avenue, Pueblo, CO (CT18, BLK 1)                                                                                                                                                                                                         |

|          |                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                  |
|----------|------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|          | <b>Planned Activities</b>                                                                      | Provide case management and one-time subsistence payment for rent or mortgage arrears, including utilities covering up to a (3) month period.                                                                                                                                                                                                                                    |
| <b>3</b> | <b>Project Name</b>                                                                            | CD2403 Homeless Supportive Services                                                                                                                                                                                                                                                                                                                                              |
|          | <b>Target Area</b>                                                                             | Citywide                                                                                                                                                                                                                                                                                                                                                                         |
|          | <b>Goals Supported</b>                                                                         | Provide housing and services to homeless/ near                                                                                                                                                                                                                                                                                                                                   |
|          | <b>Needs Addressed</b>                                                                         | Public Services including Services for Homeless                                                                                                                                                                                                                                                                                                                                  |
|          | <b>Funding</b>                                                                                 | \$75,000                                                                                                                                                                                                                                                                                                                                                                         |
|          | <b>Description</b>                                                                             | Funding will provide supportive services to low-income, newly unemployed, and homeless families and individuals. Supportive services include comprehensive case management services, basic needs assistance, and referrals and support.                                                                                                                                          |
|          | <b>Target Date</b>                                                                             | 12/31/2025                                                                                                                                                                                                                                                                                                                                                                       |
|          | <b>Estimate the number and type of families that will benefit from the proposed activities</b> | Provide service and case management to 750 unduplicated individuals over the year.                                                                                                                                                                                                                                                                                               |
|          | <b>Location Description</b>                                                                    | Services offered at 501 Belmont Ave, Pueblo, CO 81004 (CT18, BLK 1)                                                                                                                                                                                                                                                                                                              |
|          | <b>Planned Activities</b>                                                                      | Supportive services include comprehensive case management services, basic needs assistance and referrals and support.                                                                                                                                                                                                                                                            |
| <b>4</b> | <b>Project Name</b>                                                                            | CD2404 Homeless Youth Services                                                                                                                                                                                                                                                                                                                                                   |
|          | <b>Target Area</b>                                                                             | Citywide                                                                                                                                                                                                                                                                                                                                                                         |
|          | <b>Goals Supported</b>                                                                         | Provide housing and services to homeless/ near                                                                                                                                                                                                                                                                                                                                   |
|          | <b>Needs Addressed</b>                                                                         | Public Services including Services for Homeless                                                                                                                                                                                                                                                                                                                                  |
|          | <b>Funding</b>                                                                                 | \$35,000                                                                                                                                                                                                                                                                                                                                                                         |
|          | <b>Description</b>                                                                             | The funding will provide case management and services for homeless youth, including emergency shelter, transitional housing, supportive services, basic services, transportation, assistance with obtaining IDs and birth certificates, reunification support, case management in collaboration with housing, education, employment services, life skills classes, and supplies. |
|          | <b>Target Date</b>                                                                             | 12/31/2025                                                                                                                                                                                                                                                                                                                                                                       |

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|   | <b>Estimate the number and type of families that will benefit from the proposed activities</b> | Provide service and case management to 100 unduplicated individuals (Youth 18-25) over the year.100 Individuals (Youth 18-25) will benefit from the activity.                                                                                                                                                                                                                                          |
|   | <b>Location Description</b>                                                                    | Services offered at 501 Belmont Ave, Pueblo, CO 81004 (CT18, BLK 1)                                                                                                                                                                                                                                                                                                                                    |
|   | <b>Planned Activities</b>                                                                      | Funding will be used for the provision of case management and services for homeless youth, including emergency shelter, transitional housing supportive services, basic services, transportation, assistance with IDs and birth certificates, reunification, case management in conjunction with housing, education and employment services, life skills classes, and supplies for the homeless youth. |
| 5 | <b>Project Name</b>                                                                            | CD2405 It's All About Being a Teen                                                                                                                                                                                                                                                                                                                                                                     |
|   | <b>Target Area</b>                                                                             | Citywide                                                                                                                                                                                                                                                                                                                                                                                               |
|   | <b>Goals Supported</b>                                                                         | Provide public services to non-homeless population                                                                                                                                                                                                                                                                                                                                                     |
|   | <b>Needs Addressed</b>                                                                         | Public Services including Services for Homeless                                                                                                                                                                                                                                                                                                                                                        |
|   | <b>Funding</b>                                                                                 | \$50,005                                                                                                                                                                                                                                                                                                                                                                                               |

|  |                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
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|  | <b>Description</b>                                                                             | Catholic Charities of Southern Colorado (CCSoCo) will utilize funding for the agency's All About Being a Teen program. It's All About Being a Teen (IAABAT) is a dynamic interactive class designed to increase positive self-worth, personal empowerment, self-discipline, empathy, healthy attachments, and resilient-protective behaviors. Many of the families we serve have backgrounds rooted in trauma, poverty, gender and racial disparities, and limited access to resources. These characteristics contribute to teens experiencing greater percentages of risk factors and violence. Youth violence is linked to negative health and well-being outcomes and disproportionately impacts communities of color which are very prevalent in Pueblo. Violence increases the risk for behavioral and mental health difficulties including future violence perpetration and victimization, smoking, substance use, high-risk sexual behavior, depression, academic difficulties, school dropout, and suicide. It's All About Being a Teen was developed for young people at risk of disturbed and delinquent behaviors. The lessons help this population understand, define, and choose healthy and nurturing lifestyles. Through self-report inventories, role-play, discussions, and creative expression, teens in the program will address risk factors like peer pressure and bullies, substance use, and behavioral/mental health problems. Funding will support a combination of program supplies, operational expenses, and staffing costs. Operational costs include items needed to prepare hot meals for participants prior to the class time, The staff positions which would be incorporated include the Nurturing Parenting Program Coordinator (30%), a Program Facilitator (35%), and a Youth Facilitator (50%). |
|  | <b>Target Date</b>                                                                             | 2/28/2025                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|  | <b>Estimate the number and type of families that will benefit from the proposed activities</b> | CCSoCo plans to serve 54 teens through 3 sixteen-week classes during this grant period. This is an increase of about 9-10 teens for the coming program year.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|  | <b>Location Description</b>                                                                    | The project will be facilitated at 429 W. 10th Street, Pueblo, CO 81003 (CT6, BLK 1)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |

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|  | <b>Planned Activities</b> | <p>It's All About Being a Teen encompasses 99 lessons categorized into 15 competencies. The course will run 16 weeks, three times per year, and serve on average 18 youth per cohort for a yearly total of 54 participants. The sessions will last three hours, which will include a mealtime (a hot meal is provided preceding each class). The program only hosts one session per week because it offers adequate exposure to course materials without overloading. The teens will have the opportunity to practice what they learn through homework assignments. Our program will be held on Fridays and will not compete with school commitments. Neither of the local school districts (District 60 and District 70) hold classes on Fridays. The weekly, semester-long course will balance the needed exposure for impact with consideration for retention and keeping the target population engaged.</p> <p>Although it was initially designed by the evidence-based Nurturing Parenting Program as a tertiary intervention (i.e. working with individual who have already experienced maltreatment, correctional issues, etc.), for the purpose of our program and our population, we use the It's All About Being a Teen program as a secondary intervention. This means that our target population consists of teens who are at high-risk (or have increased risk factors) of experiencing maltreatment, abuse, mental health issues, correctional issues, and more. This approach takes a more preventative stance which improves chances for ultimately positive outcomes for the teens involved in the program.</p> <p>The target population for this program (high-risk youth) typically experiences high instances of generational poverty, gender and racial disparities, limited access to resources and education, and in many cases, trauma. CCSoco is Pueblo's designated Family Resource Center (FRC). As such, we use a Family Strengthening approach to increase protective factors and build upon the strengths of the youth and families we serve. The IAABAT program helps to increase protective factors by providing teens with opportunities to practice association with prosocial peers, gain skills and opportunities in solving problems non-violently, and build high self-esteem. Class text is individualized and developed by the participant using reflection activities as they apply the course material to their own life and values. Activities are aimed at helping teens understand their values and self-worth along with what's happening in the world and relationships around them. We have experienced tremendous success in our programs due to the inclusivity</p> |
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|   |                                                                                                | of the entire family so that no one family member is struggling in a silo to work toward self-sufficiency and well-being.                                                                                                                                                                                                                                                                                                                                                                                                                  |
| 6 | <b>Project Name</b>                                                                            | CD2406 SRDA Senior Transportation                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|   | <b>Target Area</b>                                                                             | Citywide                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|   | <b>Goals Supported</b>                                                                         | Provide public services to non-homeless population                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|   | <b>Needs Addressed</b>                                                                         | Public Services including Services for Homeless                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|   | <b>Funding</b>                                                                                 | \$30,000                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|   | <b>Description</b>                                                                             | The SRDA Transportation program is planning to purchase a twelve-passenger vehicle equipped to accommodate five wheelchairs. The CDBG funding will provide 20% of the funds required to secure the vehicle, and CDOT (Colorado Department of Transportation) will provide the balance of the funds needed. This purchase is part of SRDA's vehicle replacement schedule, allowing them to replace older, higher-cost, higher-mileage vehicles in their fleet. Additionally, the funds may fuel the existing fleet providing daily service. |
|   | <b>Target Date</b>                                                                             | 6/1/2025                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|   | <b>Estimate the number and type of families that will benefit from the proposed activities</b> | 314 Individuals will be served by the program.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|   | <b>Location Description</b>                                                                    | The program will be operated from the SRDA facilities at 230 N. Union Avenue, Pueblo, CO 81003                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|   | <b>Planned Activities</b>                                                                      | The Program will provide transportation for seniors to needed appointments and essentials.                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| 7 | <b>Project Name</b>                                                                            | CD2407 Crystal Place Sidewalk Replacement                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|   | <b>Target Area</b>                                                                             | Citywide                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|   | <b>Goals Supported</b>                                                                         | Improve and maintain public infrastructure and fac                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|   | <b>Needs Addressed</b>                                                                         | Public Infrastructure and Facilities                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|   | <b>Funding</b>                                                                                 | \$107,500                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|   | <b>Description</b>                                                                             | Replace the deteriorated sidewalk and install ADA curb ramps on both sides of Crystal Place on the one-block street between Lake Avenue and the Bessemer Ditch. Improve ADA pedestrian poles/traffic signals at the intersection of Orman and Jones Avenues.                                                                                                                                                                                                                                                                               |
|   | <b>Target Date</b>                                                                             | 2/28/2025                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |

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|          | <b>Estimate the number and type of families that will benefit from the proposed activities</b> | Nineteen families will be assisted by this project.                                                            |
|          | <b>Location Description</b>                                                                    | Bessemer (CT25; BLK 1)                                                                                         |
|          | <b>Planned Activities</b>                                                                      | Sidewalk replacement and installation of ADA curb ramps.                                                       |
| <b>8</b> | <b>Project Name</b>                                                                            | CD2408 Grove Neighborhood Infrastructure Improvements                                                          |
|          | <b>Target Area</b>                                                                             | Citywide                                                                                                       |
|          | <b>Goals Supported</b>                                                                         | Improve and maintain public infrastructure and fac                                                             |
|          | <b>Needs Addressed</b>                                                                         | Public Infrastructure and Facilities                                                                           |
|          | <b>Funding</b>                                                                                 | \$153,600                                                                                                      |
|          | <b>Description</b>                                                                             | Selective replace the deteriorated sidewalk and installation ADA curb ramps throughout the Grove Neighborhood. |
|          | <b>Target Date</b>                                                                             | 5/30/2025                                                                                                      |
|          | <b>Estimate the number and type of families that will benefit from the proposed activities</b> | Twenty-five families will benefit from the project.                                                            |
|          | <b>Location Description</b>                                                                    | Bound by Rush, Palm, Clark, Spring, and Plum Streets between the levee and C Streets (CT35, BLK 1).            |
|          | <b>Planned Activities</b>                                                                      | Sidewalk replacement and installation of ADA curb ramps.                                                       |
| <b>9</b> | <b>Project Name</b>                                                                            | CD2409 ADA Curb Project I                                                                                      |
|          | <b>Target Area</b>                                                                             | Citywide                                                                                                       |
|          | <b>Goals Supported</b>                                                                         | Improve and maintain public infrastructure and fac                                                             |
|          | <b>Needs Addressed</b>                                                                         | Public Infrastructure and Facilities                                                                           |
|          | <b>Funding</b>                                                                                 | \$200,000                                                                                                      |



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|    | <b>Description</b>                                                                             | Install ADA-compliant accessible curb ramps at street intersections and crosswalks in the Belmont neighborhood along Bonforte Blvd. The project will entail the replacement of existing curb and gutter, concrete cross pans, asphalt repair, striping, decorative concrete and retaining walls, signage, disturbed landscaping, and irrigation. The project may include the relocation of existing street lighting, signal lights, associated electrical boxes, and wiring. Relocation of adjacent utilities may be required to complete the proposed project.                                                         |
|    | <b>Target Date</b>                                                                             | 12/31/2024                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|    | <b>Estimate the number and type of families that will benefit from the proposed activities</b> | The project will install 10 ADA compliant curb ramps.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|    | <b>Location Description</b>                                                                    | The project will replace multiple ADA curb ramps in Census Tract 9.02 BLK 1 (56.9% LMI) and Census Tract 9.04 BLK 1 (59.7% LMI).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|    | <b>Planned Activities</b>                                                                      | The project will entail replacing the existing curb and gutter, 7" concrete cross pans, 4" asphalt repair, striping, decorative concrete and retaining walls, signage, disturbed landscaping, and irrigation. It may also include relocating existing street lighting, signal lights, associated electrical boxes, and wiring. Relocating adjacent utilities may be required to complete the proposed project.                                                                                                                                                                                                          |
| 10 | <b>Project Name</b>                                                                            | CD2410 ADA Curb Ramps Project II                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|    | <b>Target Area</b>                                                                             | Citywide                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|    | <b>Goals Supported</b>                                                                         | Improve and maintain public infrastructure and fac                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|    | <b>Needs Addressed</b>                                                                         | Public Infrastructure and Facilities                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|    | <b>Funding</b>                                                                                 | \$200,000                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|    | <b>Description</b>                                                                             | Install ADA-compliant accessible curb ramps at street intersections and crosswalks throughout the City of Pueblo. Install a connecting sidewalk between ADA ramps where a sidewalk does not exist. The project will entail the replacement of existing curb and gutter, concrete cross pans, asphalt repair, striping, decorative concrete and retaining walls, signage, disturbed landscaping, and irrigation. The project may include relocating existing street lighting, signal lights, associated electrical boxes, and wiring. Relocation of adjacent utilities may be required to complete the proposed project. |
|    | <b>Target Date</b>                                                                             | 12/31/2024                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |

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|           | <b>Estimate the number and type of families that will benefit from the proposed activities</b> | 15 ADA Curb Ramps will be installed. The project will help the community and allow the City to comply with American's with Disabilities Act.                                                                                                                                                                                                                                                                                                                                                                                                         |
|           | <b>Location Description</b>                                                                    | The project will replace multiple ADA curb ramps in Census Tract 9.02 BLK 1 (56.9% LMI) and Census Tract 9.04 BLK 1 (59.7% LMI)                                                                                                                                                                                                                                                                                                                                                                                                                      |
|           | <b>Planned Activities</b>                                                                      | The project will entail replacing the existing curb and gutter, 7" concrete cross pans, 4" asphalt repair, striping, decorative concrete and retaining walls, signage, disturbed landscaping, and irrigation. It may also include relocating existing street lighting, signal lights, associated electrical boxes, and wiring. Relocating adjacent utilities may be required to complete the proposed project.                                                                                                                                       |
| <b>11</b> | <b>Project Name</b>                                                                            | CD2411 Emergency Repair and Essential Services Program for Seniors                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|           | <b>Target Area</b>                                                                             | Citywide                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|           | <b>Goals Supported</b>                                                                         | Preserve existing affordable units (rehab)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|           | <b>Needs Addressed</b>                                                                         | Affordable Housing                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|           | <b>Funding</b>                                                                                 | \$40,000                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|           | <b>Description</b>                                                                             | The ERESP program is a successful emergency rehabilitation program in its 22nd year. The program has assisted over 873 senior citizens. The CDBG funds will provide emergency repairs to low-income senior households within the Pueblo City limits. ERESP provides emergency repairs for faulty plumbing, lack of water and heat, faulty electrical wiring, leaking roofs, and other emergencies. There has also been a tremendous increase in demand for accessibility modifications such as handrails, ramps, handicapped showers, and grab bars. |
|           | <b>Target Date</b>                                                                             | 12/31/2025                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|           | <b>Estimate the number and type of families that will benefit from the proposed activities</b> | Eight low to moderate income elderly household will be served by this project.                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|           | <b>Location Description</b>                                                                    | The project will assist participants with in the city limits.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |

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|    | <b>Planned Activities</b>                                                                      | ERESP offers emergency repairs for issues such as faulty plumbing, lack of water, heat, faulty electrical wiring, leaking roofs, and other emergencies. There has also been a significant rise in requests for accessibility modifications like handrails, ramps, handicapped showers, and grab bars.                                                                                                                                                                    |
| 12 | <b>Project Name</b>                                                                            | CD2412 Minor Repairs Program                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|    | <b>Target Area</b>                                                                             | Citywide                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|    | <b>Goals Supported</b>                                                                         | Preserve existing affordable units (rehab)                                                                                                                                                                                                                                                                                                                                                                                                                               |
|    | <b>Needs Addressed</b>                                                                         | Affordable Housing                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|    | <b>Funding</b>                                                                                 | \$ 75,000                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|    | <b>Description</b>                                                                             | The City of Pueblo established the Minor Repair Program in 2009 to provide repair services to low- to moderate-income, owner-occupied housing. The Program can make singular-type repairs in people's homes for those who cannot afford to make the repairs themselves. The program aims to restore the services to the home, make necessary improvements to the home's habitability, and increase the home's longevity through the restoration of deferred maintenance. |
|    | <b>Target Date</b>                                                                             | 6/30/2025                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|    | <b>Estimate the number and type of families that will benefit from the proposed activities</b> | (12) Owner-occupied households will be assisted by the program through code-compliant housing repairs during the year.                                                                                                                                                                                                                                                                                                                                                   |
|    | <b>Location Description</b>                                                                    | The Program will be operated within the city limits.                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 13 | <b>Planned Activities</b>                                                                      | Each minor repair project is limited to \$5,000 and can cover the repair of one item in the home or one category within the home. For example, this could involve replacing an exterior door as a single item or replacing the water supply lines throughout the home as an item within the plumbing category.                                                                                                                                                           |
|    | <b>Project Name</b>                                                                            | CD2413 Housing Rehabilitation Program                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|    | <b>Target Area</b>                                                                             | Citywide                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|    | <b>Goals Supported</b>                                                                         | Preserve existing affordable units (rehab)                                                                                                                                                                                                                                                                                                                                                                                                                               |
|    | <b>Needs Addressed</b>                                                                         | Affordable Housing                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|    | <b>Funding</b>                                                                                 | \$68,413                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |

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|           | <b>Description</b>                                                                             | The project aims to offer housing rehabilitation services to low-income, owner-occupied, single-family homes. The program has a limit of \$25,000 per home. The funds can be used to repair or replace mechanical, electrical, and plumbing systems within the home. They can also cover other structural repairs or weatherization elements such as roofing, siding, painting, doors, and windows. Cosmetic items are allowed as long as they contribute to the goal of providing decent, safe, and sanitary housing. |
|           | <b>Target Date</b>                                                                             | 2/28/2025                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|           | <b>Estimate the number and type of families that will benefit from the proposed activities</b> | Three families will be assisted. Eligible applicants are homeowners within the city of Pueblo, who have lived in their home for more than two years and are income qualified below 80% Area Median Income.                                                                                                                                                                                                                                                                                                             |
|           | <b>Location Description</b>                                                                    | The Program will be operated with in the city limits.                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|           | <b>Planned Activities</b>                                                                      | CDBG funds will be used for direct construction expenses of the projects and required services, including LBP inspection, LBP risk assessment, clearance testing, asbestos and other environmental consulting, engineering, credit and ownership reports, printing, and publication.                                                                                                                                                                                                                                   |
| <b>14</b> | <b>Project Name</b>                                                                            | CD2414 Eastside Childe Care Improvements                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|           | <b>Target Area</b>                                                                             | Citywide                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|           | <b>Goals Supported</b>                                                                         | Improve and maintain public infrastructure and fac                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|           | <b>Needs Addressed</b>                                                                         | Public Infrastructure and Facilities                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|           | <b>Funding</b>                                                                                 | \$65,000                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|           | <b>Description</b>                                                                             | Construct a two-van garage to protect and store vehicles overnight. The project will also replace the flooring in the toddler room to remediate water damage from a plumbing leak.                                                                                                                                                                                                                                                                                                                                     |
|           | <b>Target Date</b>                                                                             | 6/30/2025                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|           | <b>Estimate the number and type of families that will benefit from the proposed activities</b> | One public facility will be upgraded. The facility serves young families in a low-mod area allowing the parents to work outside of the home.                                                                                                                                                                                                                                                                                                                                                                           |
|           | <b>Location Description</b>                                                                    | The project is located at 2717 E. 8th Street, Pueblo, CO 81001 (CT10, BLK1).                                                                                                                                                                                                                                                                                                                                                                                                                                           |

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|    | <b>Planned Activities</b>                                                                      | Construct a two-van garage to protect and store vehicles overnight. The project will also replace the flooring in the toddler room to remediate water damage from a plumbing leak.                                       |
| 15 | <b>Project Name</b>                                                                            | CD2415 Posada Parking Lot Improvements                                                                                                                                                                                   |
|    | <b>Target Area</b>                                                                             | Citywide                                                                                                                                                                                                                 |
|    | <b>Goals Supported</b>                                                                         | Improve and maintain public infrastructure and fac                                                                                                                                                                       |
|    | <b>Needs Addressed</b>                                                                         | Public Infrastructure and Facilities                                                                                                                                                                                     |
|    | <b>Funding</b>                                                                                 | \$40,150                                                                                                                                                                                                                 |
|    | <b>Description</b>                                                                             | Install an ADA compliant entry ramp with railing and re-surface the existing parking lot to included striping and ADA signage. The project will improve accessibility and designate ADA parking from the other spaces.   |
|    | <b>Target Date</b>                                                                             | 2/28/2025                                                                                                                                                                                                                |
|    | <b>Estimate the number and type of families that will benefit from the proposed activities</b> | Posada's public services are operated out of their office at 501 Belmont Avenue, the parking lot improvements will allow the non-profit to serve the homeless in the community. The agency serves 1000 clients annually. |
|    | <b>Location Description</b>                                                                    | The project will take place at 501 Belmont Avenue, Pueblo, CO 81004 (CT18, BLK1).                                                                                                                                        |
|    | <b>Planned Activities</b>                                                                      | Install an ADA compliant entry ramp with railing and re-surface the existing parking lot to included striping and ADA signage. The project will improve accessibility and designate ADA parking from the other spaces.   |
| 16 | <b>Project Name</b>                                                                            | HO2410 - City HOME Administration                                                                                                                                                                                        |
|    | <b>Target Area</b>                                                                             | Citywide<br>Countywide                                                                                                                                                                                                   |
|    | <b>Goals Supported</b>                                                                         | Planning and administration of federal programs                                                                                                                                                                          |
|    | <b>Needs Addressed</b>                                                                         | Administration and Planning                                                                                                                                                                                              |
|    | <b>Funding</b>                                                                                 | \$76,589                                                                                                                                                                                                                 |
|    | <b>Description</b>                                                                             | Administration and planning activities for the HOME program.                                                                                                                                                             |
|    | <b>Target Date</b>                                                                             | 2/28/2025                                                                                                                                                                                                                |

|           |                                                                                                |                                                                                                                                                                                          |
|-----------|------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|           | <b>Estimate the number and type of families that will benefit from the proposed activities</b> | N/A -Administration Activity                                                                                                                                                             |
|           | <b>Location Description</b>                                                                    | Division of Housing and Citizen Services, 2631 E 4th Street, Pueblo, CO 81001                                                                                                            |
|           | <b>Planned Activities</b>                                                                      | Administration of the HOME program.                                                                                                                                                      |
| <b>17</b> | <b>Project Name</b>                                                                            | HO2420 Pueblo County HOME Administration                                                                                                                                                 |
|           | <b>Target Area</b>                                                                             | Countywide                                                                                                                                                                               |
|           | <b>Goals Supported</b>                                                                         | Planning and administration of federal programs                                                                                                                                          |
|           | <b>Needs Addressed</b>                                                                         | Administration and Planning                                                                                                                                                              |
|           | <b>Funding</b>                                                                                 | \$ 11,445                                                                                                                                                                                |
|           | <b>Description</b>                                                                             | Pueblo County's administration of the HOME Program.                                                                                                                                      |
|           | <b>Target Date</b>                                                                             | 2/28/2025                                                                                                                                                                                |
|           | <b>Estimate the number and type of families that will benefit from the proposed activities</b> | N/A -Administration Activity                                                                                                                                                             |
|           | <b>Location Description</b>                                                                    | Pueblo County Department of Human Services, 405 W. 9th Street, Pueblo, CO 81003                                                                                                          |
| <b>18</b> | <b>Planned Activities</b>                                                                      |                                                                                                                                                                                          |
|           | <b>Project Name</b>                                                                            | HO2430 - Pueblo County Housing Programs                                                                                                                                                  |
|           | <b>Target Area</b>                                                                             | Countywide                                                                                                                                                                               |
|           | <b>Goals Supported</b>                                                                         | New construction of affordable housing                                                                                                                                                   |
|           | <b>Needs Addressed</b>                                                                         | Affordable Housing                                                                                                                                                                       |
|           | <b>Funding</b>                                                                                 | \$85,834                                                                                                                                                                                 |
|           | <b>Description</b>                                                                             | This includes a range of activities, including TBRA, new construction, rehabilitation, acquisition/rehab, in-fill development, and other housing activities allowed by HOME regulations. |
|           | <b>Target Date</b>                                                                             | 2/28/2026                                                                                                                                                                                |

|    |                                                                                                |                                                                                                                                                                                                                                                                           |
|----|------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|    | <b>Estimate the number and type of families that will benefit from the proposed activities</b> | One rental unit will be constructed with the funding. The Unit will serve individuals at or below 60% Area Median Income.                                                                                                                                                 |
|    | <b>Location Description</b>                                                                    | Pueblo County Department of Human Services, 405 W. 9th Street, Pueblo, CO 81003                                                                                                                                                                                           |
|    | <b>Planned Activities</b>                                                                      | This includes a range of activities, including TBRA, new construction, rehabilitation, acquisition/rehab, in-fill development, and other housing activities allowed by HOME regulations.                                                                                  |
| 19 | <b>Project Name</b>                                                                            | HO2440 Community Development Housing Organization Project                                                                                                                                                                                                                 |
|    | <b>Target Area</b>                                                                             | Citywide                                                                                                                                                                                                                                                                  |
|    | <b>Goals Supported</b>                                                                         | New construction of affordable housing                                                                                                                                                                                                                                    |
|    | <b>Needs Addressed</b>                                                                         | Affordable Housing                                                                                                                                                                                                                                                        |
|    | <b>Funding</b>                                                                                 | \$132,052                                                                                                                                                                                                                                                                 |
|    | <b>Description</b>                                                                             | A CHDO project has not yet been identified. The funds will target the production of one of the following activities: New construction or rehabilitation of housing units for rental or homebuyer projects.                                                                |
|    | <b>Target Date</b>                                                                             | 12/31/2026                                                                                                                                                                                                                                                                |
|    | <b>Estimate the number and type of families that will benefit from the proposed activities</b> | One unit will be constructed or rehabilitated. The unit will serve individuals at or below 60% Area Median Income.                                                                                                                                                        |
|    | <b>Location Description</b>                                                                    | TBD                                                                                                                                                                                                                                                                       |
| 20 | <b>Planned Activities</b>                                                                      | A CHDO project has not yet been identified. The funds will target the production of one of the following activities: <ul style="list-style-type: none"> <li>• New construction or rehabilitation of housing units</li> <li>• For rental or homebuyer projects.</li> </ul> |
|    | <b>Project Name</b>                                                                            | HO2450 - City Housing Programs                                                                                                                                                                                                                                            |
|    | <b>Target Area</b>                                                                             | Citywide                                                                                                                                                                                                                                                                  |
|    | <b>Goals Supported</b>                                                                         | New construction of affordable housing                                                                                                                                                                                                                                    |
|    | <b>Needs Addressed</b>                                                                         | Affordable Housing                                                                                                                                                                                                                                                        |
|    | <b>Funding</b>                                                                                 | \$574,424                                                                                                                                                                                                                                                                 |

|  |                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|--|------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|  | <b>Description</b>                                                                             | This includes a range of activities, including TBRA, new construction, rehabilitation, acquisition/rehab, in-fill development, and other housing activities allowed by HOME regulations.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|  | <b>Target Date</b>                                                                             | 12/31/2026                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|  | <b>Estimate the number and type of families that will benefit from the proposed activities</b> | (3) families will benefit from this activity:<br>One family whose income is below 50% of the Area Median Income;<br>One family whose income is above 50% of the Area Median Income;<br>One family whose income is below 80% of the Area Median Income;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|  | <b>Location Description</b>                                                                    | City Limits                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|  | <b>Planned Activities</b>                                                                      | <p>The City intends to use its HOME allocation to support the infill construction of two affordable housing units for low—and moderate-income homeowners. Additionally, HOME funds may support the rehabilitation of rental projects, although specific projects have not yet been determined. For rental rehabilitation activities, recapture provisions will be set in place for the amount invested in the property.</p> <p>HOME funds will be utilized for the construction of one infill home. A direct subsidy may be offered to buyers below 80% AMI who qualify for an FHA mortgage or other 30-year fixed-rate mortgage but are unable to secure a mortgage for the appraised value. The amount of the direct subsidy provided will determine the length of the affordability period, with the subsidy amount falling within established limits.</p> |



## **AP-50 Geographic Distribution - 91.420, 91.220(f)**

### **Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed**

CDBG funds are eligible within the city limits, and will be targeted to serving a low income population. HOME funds are eligible to be expended within Pueblo county. Rental housing or rental units are the primary focus with these funds. The majority of rental housing is located within the city of Pueblo. There are no identified geographic priorities within the City or County. The funds will be expended as described below.

#### **Geographic Distribution**

| <b>Target Area</b> | <b>Percentage of Funds</b> |
|--------------------|----------------------------|
| Citywide           | 94                         |
| Countywide         | 6                          |

**Table 5 - Geographic Distribution**

#### **Rationale for the priorities for allocating investments geographically**

The majority of funds are allocated to the City of Pueblo. The City receives an additional \$1.4 million in CDBG funds compared to the County, making it seem like a higher percentage of funds are being spent. The HOME funds are distributed between consortia partners based on percentages determined by HUD. The City receives 87% of the funds, and the County receives 13%. These percentages are typically updated each June. Within the city, funds are allocated to different neighborhoods to address the needs of residents.

#### **Discussion**

Access to transit, services, and broadband is limited outside the city limits. Directing the majority of the funding to promote housing and services within the city limits will benefit more low-income individuals and families and provide greater coordinated access to the funded services and amenities.

## Affordable Housing

### AP-55 Affordable Housing - 91.420, 91.220(g)

#### Introduction

The following tables outline the affordable housing goals funded with CDBG and HOME funds using 2024 dollars.

| One Year Goals for the Number of Households to be Supported |    |
|-------------------------------------------------------------|----|
| Homeless                                                    | 3  |
| Non-Homeless                                                | 26 |
| Special-Needs                                               | 2  |
| Total                                                       | 31 |

**Table 6 - One Year Goals for Affordable Housing by Support Requirement**

| One Year Goals for the Number of Households Supported Through |    |
|---------------------------------------------------------------|----|
| Rental Assistance                                             | 3  |
| The Production of New Units                                   | 5  |
| Rehab of Existing Units                                       | 23 |
| Acquisition of Existing Units                                 | 0  |
| Total                                                         | 31 |

**Table 7 - One Year Goals for Affordable Housing by Support Type**

#### Discussion

In accordance with 24 CFR 91.220(1), the HOME program has specific requirements on applicant eligibility for HOME-funded programs serving low—and moderate-income households within the community and the developers working on projects to build or renovate income-restricted units. HOME requirements also apply to applications for HOME funds for Low-Income Housing Tax Credit (LIHTC) projects or RAD conversions carried out by the Housing Authority.

## **AP-60 Public Housing - 91.420, 91.220(h)**

### **Introduction**

The following action plan will address the needs of public housing.

### **Actions planned during the next year to address the needs to public housing**

This year, the Housing Authority of the City of Pueblo completed the third phase of the Rental Assistance Demonstration program. The phase involved transferring 47 tenants from the Sangre de Cristo Apartments to the new Crawford Townhomes complex. The next and final phase of the program will be the Sitter Townhomes project, which will involve demolishing the remaining units of the Sangre de Cristo Apartments and building up to 40 new units.

Additionally, the City of Pueblo now has nine new homeowners as a result of the Low-Income Housing Tax Credit (LIHTC) project, Oakshire. Nine more units were sold to eligible tenants who had signed an option agreement with HACP, and four or more tenants are awaiting their opportunity to buy their homes. The sale of these homes was part of an agreement between HACP and the Colorado Housing and Finance Authority upon the completion of the project.

### **Actions to encourage public housing residents to become more involved in management and participate in homeownership**

The Housing Authority of the City of Pittsburgh (HACP) actively encourages public housing residents to participate in programs that promote self-sufficiency and homeownership. One such program is the Home Ownership Program (HOP). It allows families receiving assistance through the Housing Choice Voucher program to use their vouchers towards homeownership while providing monthly assistance for homeownership expenses. Currently, HACP has 28 participants in the HOP program.

Additionally, HACP runs the Family Self-Sufficiency Program (FSS), a voluntary five-year program designed to help participants in both the Housing Choice Voucher and Public Housing programs improve their economic status and reduce reliance on public assistance. Currently, there are 76 participants enrolled in the program, with 298 FSS contracts completed since October 1998. The Family Self-Sufficiency Coordinator is crucial in helping participants create personalized plans for self-reliance, identify necessary steps and activities to achieve their goals, and provide referrals to supportive social services such as childcare, job preparation, credit counseling, education, transportation, and vocational training.

### **If the PHA is designated as troubled, describe the manner in which financial assistance will be**

**provided or other assistance**

The Housing Authority of the City of Pueblo is not designated as a troubled PHA.

**Discussion**

## **AP-65 Homeless and Other Special Needs Activities - 91.420, 91.220(i)**

### **Introduction**

This section describes the goals and actions for reducing and ending homelessness. The City of Pueblo does not directly receive ESG funds. Instead, a portion of its CDBG funds is used for public services to support individuals experiencing homelessness or at risk of becoming homeless. These services include initiatives such as youth outreach, homeless prevention, and covering operating costs for housing providers.

The Pueblo CoC is committed to assisting families and individuals experiencing or at risk of homelessness, aligning its goals with the Colorado Balance of State Continuum of Care goals. These goals include expanding access to quality, integrated healthcare, increasing housing opportunities, advocating for improved public policy and community engagement to end homelessness, developing a highly trained and equipped workforce for the Colorado Coalition for the Homeless (CCH), and enhancing CCH's financial stability.

### **Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including**

#### **Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs**

The Pueblo Continuum of Care (CoC), part of the Colorado Balance of State, aims to reduce homelessness by helping individuals and families move into permanent housing. To achieve this goal, the CoC regularly meets to identify ongoing needs and discuss issues affecting homeless individuals. Health Solutions is the lead agency that provides outreach to assess the needs of those experiencing homelessness. The CoC is involved in the Built for Zero campaign, which aims to end homelessness by maintaining a By-Name list for each category (e.g., veterans and families).

#### **Addressing the emergency shelter and transitional housing needs of homeless persons**

Posada and the Pueblo Rescue Mission, along with the Pueblo Health Department, Police, and Fire Departments, provide outreach to local camps and areas of town where individuals are homeless or stranded, such as the railroad tracks, interstate, and Fountain Creek. The team includes medical and mental health professionals, veteran representatives, Medevac personnel, and law enforcement. They document the camps, take pictures, and offer basic medical care and other resources, including shelter, to individuals and families. The goal is to build trust among the homeless population and help them transition off the streets.

#### **Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to**

**permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again**

Funding has been and continues to be the main challenge in expanding housing and services for people and families experiencing homelessness and those at risk of becoming homeless. The City of Pueblo plans to use CDBG funds to provide services. However, tenant-based rental assistance through HOME funding is limited due to a lack of available housing and market rents that exceed the HOME rental limit.

The Pueblo CoC aims to assist families and individuals experiencing or at risk of homelessness in line with the BoS goals:

- Expand access to quality, integrated healthcare
- Expand housing opportunities
- Improve public policy and community engagement to end homelessness

Local agencies working to end homelessness collaborate to provide services and housing. However, one of the biggest challenges is finding safe and affordable units for individuals and families. The City will continue participating in the Continuum of Care and support the Pueblo CoC in seeking additional funding.

In 2019, the City established a 92-bed homeless shelter to help meet the emergency shelter needs of people experiencing homelessness. In 2021, the Right Place, a 35-unit permanent supportive housing facility, began operating at full capacity. Planned for 2024 is the redevelopment of a strip mall to provide emergency shelter during inclement weather. The additional facility will provide increased service and allow for isolation should shelter residents be ill.

**Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.**

At-risk populations include individuals released from the correctional system, the Colorado Mental Health Institute, and youth transitioning out of foster care. The City's Tenant-Based Rental Assistance Program targets these populations with its funding. All three systems have discharge plans that provide short-term housing funding. However, the issue arises when these individuals have used up the program's resources but have yet to become self-sufficient. In such cases, the CoC steps in to assist these individuals.

Stakeholders emphasized the need to involve healthcare institutions in adhering to discharge policies and

ensuring that people with significant medical needs are not released directly into homelessness. If they are, medical respite beds in emergency shelters are required to meet these individuals' needs.

## **Discussion**

The Pueblo Consortium will coordinate its efforts to administer the HOME-ARP received in 2021, using the strategies outlined in the program requirements and the needs and obstacles outlined above.

## **AP-75 Barriers to affordable housing -91.420, 91.220(j)**

### **Introduction**

The Draft Analysis of Impediments to Fair Housing Choice has been completed. The AI identifies barriers to fair housing that are also barriers to affordable housing. The City may select additional actions to take than the ones listed below.

**Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment**

Provide financial assistance to renters and owners through Tenant-Based Rental Assistance (TBRA), down payment and closing cost assistance, and security deposit assistance.

Invest Community Development Block Grant (CDBG) and HOME funds in affordable housing development.

Revise zoning regulations to improve the ability of developers to build missing middle housing.

Revise zoning definitions to expand areas allowing manufactured housing.

Revise zoning definitions to redefine a family unit to permit group homes, where allowed by State law.

Revise the city's limited English proficiency policy to conform to updated guidance.

Update the City's Anti-displacement and Relocation Plan to ensure that low-income individuals and households at risk are protected.

Provide fair housing education and outreach to landlords, management companies, renters, lenders, potential homebuyers, real estate agents, and others in the real estate industry, as well as provide legal assistance to move housing through probate.

### **Discussion**

In 2021, the City and County conducted a strategic housing assessment that identified the lack of market-rate housing as a severe impediment to affordable housing. This lack of market housing does not allow the real estate market to operate effectively, leading to sales price escalations and increasing rents. The city's number one goal is to increase the housing supply of all types, increase the vacancy rate, and relieve rents.

In 2022, the City designated NeighborWorks of Southern Colorado as a non-profit instrument of the government. This distinction allows the non-profit to provide additional down payment assistance to homebuyers. The non-profit can now assist homebuyers who cannot raise the minimum down payment



equal to 3.5% of the purchase price required by FHA. Previously, the non-profit could only assist homebuyers who contributed 3.5% towards the down payment with personal funds.

In 2022, the City authorized the Multi-Family Zoning Code to provide more design flexibility and reduce development time and cost. Previously, multi-family developments were classified as commercial projects and required to meet the same standards as grocery stores or large box stores. The new code allows for more design options and a more comprehensive range of materials, which makes for a better or more economical product and saves time without requesting unnecessary variances.

## **AP-85 Other Actions - 91.420, 91.220(k)**

### **Introduction**

The following section describes other actions to be taken to meet the needs of the community.

### **Actions planned to address obstacles to meeting underserved needs**

The main challenge in meeting the needs of underserved populations is the limited funding available to address their priorities. The gap between what households can afford to pay for housing and the actual cost of housing is increasing, making it challenging to meet the needs of underserved communities. Additionally, the city lacks affordable housing options to cater to the community's needs.

The reduced ability to afford rising housing expenses has led to increased homelessness, higher demand for supportive services, rising housing costs, stagnant wages adjusted for inflation, and an aging housing inventory that needs refurbishment. To address these challenges, the City of Pueblo will collaborate with public agencies and non-profit organizations to maximize resources and outcomes in housing and community development. Utilizing funds such as CDBG and CDBG-CV, the city will work with local service providers to prevent homelessness by providing rent assistance and utility aid to very low-income households. Additionally, housing counseling and case management services will be provided.

The city and the County will continue to allocate general revenue to fund various public services. While the demand for resources is more significant than what is available, local funding supports several agencies working to assist vulnerable residents. It enables these agencies to attract outside financing through local support.

To promote and maintain affordable housing, the city plans to use CDBG funds for housing rehabilitation programs tailored for seniors and individuals requiring accessibility modifications to age in place. Furthermore, HOME funds will be used to construct new homebuyer and rental housing units.

The City of Pueblo Department of Public Health and Environment operates a lead blood testing program for residents. The program includes lead risk and hazard reduction education for property owners, managers, and tenants, environmental testing for lead hazard screening, blood lead screening for children and women, and monitoring programs for children with elevated blood lead levels. The department also provides information on common sources of lead exposure, potential health effects, and methods to reduce exposure.

Efforts to reduce the number of families living in poverty will involve coordinating with existing agencies to evaluate needs, deliver services, and provide funding assistance through the CDBG Program when resources are insufficient. Additionally, the city will work to coordinate community development strategies, facilitate access to financial services, and support agencies' fundraising efforts.

The City of Pueblo is committed to coordinating Anti-Poverty and Community Development initiatives. It

has established intergovernmental agreements to administer funds to non-profit agencies and economic development organizations that enhance the quality of life in the community. The city is also working to foster collaboration among various community groups.

### **Actions planned to foster and maintain affordable housing**

The City will continue to work directly with developers to spur development to construct and rehabilitate affordable housing. The Planning and Housing Divisions have been combined to better coordinate development issues as they are encountered. The Department of Planning and Community Development is currently developing the Unified Zoning Code for the City of Pueblo. The re-working of the city's current 1968 zoning code will be more inclusive of affordable housing. The Division will fund four programs to assist existing low-income homeowners maintain their homes and maintain housing stock.

### **Actions planned to reduce lead-based paint hazards**

The EPA reports a large percentage of non-compliance from its on-site investigation and monitoring of RRP activities occurring in the city. The Division of Housing and Citizen Services will facilitate Lead Safe Work Practices training and/or Repair, Remodeling, and Painting training in the upcoming program year. The Division will continue to require lead safe work practices on all of its rehabilitation and repair projects.

### **Actions planned to reduce the number of poverty-level families**

The Pueblo Economic Development Corporation receives one-half of one-percent of the City's sales tax collected. The organization provides incentives to attract a new business to Pueblo. The incentives are instrumental in attracting new business and new jobs to the community.

The City of Pueblo will continue its investment in the Pueblo Economic & Workforce Development Dashboard. Developed and maintained by Dr. Tatiana Bailey, an economics professor at UCCS in Colorado Springs. The Dashboard serves as a vital resource offering real-time insights into the regional economy in comparison to state and national economic landscapes. By identifying trends and providing valuable data, the Dashboard empowers local businesses to adapt and thrive amidst market fluctuations.

### **Actions planned to develop institutional structure**

The City of Pueblo's Division of Housing and Citizen Services through its involvement with the Community Commission on Housing and Homelessness, the Community Services Advisory Commission, the DICE Team, and the Continuum of Care will coordinate efforts to reduce duplication and reinforce community structure.

The main gaps within the agencies are those that are created through regulations and funding eligibility. Pueblo agencies work well together referring clients and sharing information. Agencies continue to use the coordinated entry model and the “by Name” list to coordinate assistance for their clients.

### **Actions planned to enhance coordination between public and private housing and social service agencies**

The City has established the Community Commission on Housing and Homelessness, a twenty-five member commission created to develop housing strategies and to roundtable solutions to existing housing issues. The Commission is made up of government officials, non-profit service providers, medical providers, and first responders. Current focus groups are:

- Neighbors In Need (The workgroup focused on the current needs of the un-housed: Pallet Shelter/Ice Tent camping sites, safe parking sites, text alerts and direct services notifications.)
- Housing (The workgroup identifies barriers to affordable housing and development in general; evaluates use and re-use of existing assets within the community.)
- Shift the Narrative (The workgroup focuses on humanizing homeless individuals, and from a Fair Housing point of view, builds empathy for proposed housing projects to support the un-housed.)

### **Discussion**

## Program Specific Requirements

### AP-90 Program Specific Requirements - 91.420, 91.220(I)(1,2,4)

#### Introduction

#### Community Development Block Grant Program (CDBG)

##### Reference 24 CFR 91.220(I)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

|                                                                                                                                                                                                |        |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|
| 1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed.                                           | \$ -0- |
| 2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan. | \$ -0- |
| 3. The amount of surplus funds from urban renewal settlements.                                                                                                                                 | \$ -0- |
| 4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan.                                                  | \$ -0- |
| 5. The amount of income from float-funded activities                                                                                                                                           | \$ -0- |
| Total Program Income                                                                                                                                                                           | \$ -0- |

#### Other CDBG Requirements

- |                                                                     |           |
|---------------------------------------------------------------------|-----------|
| 1. The amount of urgent need activities: Eviction Diversion Program | \$100,000 |
|---------------------------------------------------------------------|-----------|

#### HOME Investment Partnership Program (HOME)

##### Reference 24 CFR 91.220(I)(2)

1. A description of other forms of investment being used beyond those identified in Section 92.205 is as follows:
2. A description of the guidelines that will be used for resale or recapture of HOME funds when used for homebuyer activities as required in 92.254, is as follows:
3. A description of the guidelines for resale or recapture that ensures the affordability of units acquired with HOME funds? See 24 CFR 92.254(a)(4) are as follows:
4. Plans for using HOME funds to refinance existing debt secured by multifamily housing that is rehabilitated with HOME funds along with a description of the refinancing guidelines required that will be used under 24 CFR 92.206(b), are as follows:
5. If applicable to a planned HOME TBRA activity, a description of the preference for persons with special

needs or disabilities. (See 24 CFR 92.209(c)(2)(i) and CFR 91.220(l)(2)(vii)).

6. If applicable to a planned HOME TBRA activity, a description of how the preference for a specific category of individuals with disabilities (e.g. persons with HIV/AIDS or chronic mental illness) will narrow the gap in benefits and the preference is needed to narrow the gap in benefits and services received by such persons. (See 24 CFR 92.209(c)(2)(ii) and 91.220(l)(2)(vii)).
7. If applicable, a description of any preference or limitation for rental housing projects. (See 24 CFR 92.253(d)(3) and CFR 91.220(l)(2)(vii)). Note: Preferences cannot be administered in a manner that limits the opportunities of persons on any basis prohibited by the laws listed under 24 CFR 5.105(a).



## 2024 Annual Action Plan

Attachment A

| Community Development Block Grant Program Funds |                                                    |                                 |                        |
|-------------------------------------------------|----------------------------------------------------|---------------------------------|------------------------|
| 2024                                            | CDBG Entitlement Allocation                        |                                 | \$ 1,453,413.00        |
| Project No.                                     | Project Name                                       | Project Agency                  | Amount                 |
|                                                 | <b>Public Services</b>                             |                                 |                        |
| CD2401                                          | Administration                                     | DHCS                            | \$ 290,000.00          |
| CD2402                                          | Homeless Prevention                                | Posada                          | \$ 23,745.00           |
| CD2403                                          | Homeless Supportive Services                       | Posada                          | \$ 75,000.00           |
| CD2404                                          | Homeless Youth Services                            | Posada                          | \$ 35,000.00           |
| CD2405                                          | It's All About Being A Teen                        | Catholic Charities              | \$ 50,005.00           |
| CD2406                                          | Senior Transportation                              | SRDA                            | \$ 30,000.00           |
|                                                 | <b>Public Facilities/Neighborhood Improvements</b> |                                 |                        |
| CD2407                                          | Orman Sidewalks - 1600 Block                       | Richard Coleman                 | \$ 107,500.00          |
| CD2408                                          | Van Buren Sidewalks - 200 Block                    | Kimberly Pease                  | \$ 153,600.00          |
| CD2409                                          | ADA Curb Ramps - Bonforte BLVD                     | Public Works                    | \$ 200,000.00          |
| CD2410                                          | ADA Curb Ramps - Citywide                          | Public Works                    | \$ 200,000.00          |
| CD2414                                          | Eastside Child Care Improvements                   | Eastside Child Care Center      | \$ 65,000.00           |
| CD2415                                          | Parking Lot Improvements - 501 Belmont Ave         | Posada                          | \$ 40,150.00           |
|                                                 | <b>Housing Activities</b>                          |                                 |                        |
| CD2411                                          | ERESP                                              | Pueblo County                   | \$ 40,000.00           |
| CD2412                                          | Minor Repair Program                               | DHCS                            | \$ 75,000.00           |
| CD2413                                          | Rehabilitation                                     | DHCS                            | \$ 68,413.00           |
|                                                 |                                                    | <b>CDBG Total</b>               | <b>\$ 1,453,413.00</b> |
| HOME Partnership Investement Act Program Funds  |                                                    |                                 |                        |
| 2024                                            | HUD HOME Allocation                                |                                 | \$ 880,344.00          |
| Project No.                                     | Project Name                                       | Project Agency                  | Amount                 |
| HO2410                                          | City Administration                                | City of Pueblo                  | \$ 76,589.00           |
| HO2420                                          | County Administration                              | Pueblo County                   | \$ 11,445.00           |
| HO2430                                          | County Programs                                    | Pueblo County                   | \$ 85,834.00           |
| HO2340                                          | Community Housing Development Organization         | TBD                             | \$ 132,052.00          |
| HO2450                                          | City Programs                                      | City of Pueblo                  | \$ 574,424.00          |
| HO2460                                          | City Match                                         | City of Pueblo                  | \$ 176,620.00          |
|                                                 |                                                    | <b>Allocation w/ City Match</b> | <b>\$ 1,056,964.00</b> |

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**Background Paper for Proposed  
Action Item**

**COUNCIL MEETING DATE:** August 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 ASSIGNMENT OF A PRIVATE ACTIVITY BOND ALLOCATION FROM THE CITY OF PUEBLO TO THE COLORADO HOUSING AND FINANCE AUTHORITY PURSUANT TO THE COLORADO PRIVATE ACTIVITY BOND CEILING ALLOCATION ACT

**SUMMARY:**

This Ordinance will allow the City of Pueblo to assign to the Colorado Housing and Finance Authority (CHFA) \$7,064,348.00 in Private Activity Bonds, previously awarded to the City pursuant to the Colorado Private Activity Bond Ceiling Allocation Act, C.R.S. 24-32-1701 et seq. These funds will be used to finance multi-family or single-family mortgage loans for low- and moderate-income persons and families within Pueblo County and throughout the state.

**PREVIOUS COUNCIL ACTION:**

Not applicable to this Ordinance.

**BACKGROUND:**

The Ordinance assigns to the Colorado Housing Finance Authority (CHFA) the City's Private Activity Bond (PAB) allocation for use in multi-family Mortgage Revenue Bonds (MRB). The allocation is to be reserved for the Compass Pointe Apartment project, a 192-unit multi-family development off of Oakshire Lane.

**FINANCIAL IMPLICATIONS:**

The Private Activity Bond is "private" in nature and not for governmental use, so there is no cost associated with assigning the bond to CHFA. Financial benefits come to the City through sales tax derived from material sales on PAB construction projects, by increased economic activity in the real estate employment sector, and in retail sales from furnishings and other end user activity associated with a new home purchase.

**BOARD/COMMISSION RECOMMENDATION:**

Not applicable for this Ordinance.

**STAKEHOLDER PROCESS:**

Not applicable for this Ordinance.

**ALTERNATIVES:**

If the Ordinance is not approved, the bond cap will not be assigned to CHFA and the allocation will revert to the State of Colorado on September 15, 2024.

**RECOMMENDATION:**

The Department of Housing and Citizen Services recommends approval of the Ordinance.

**ATTACHMENTS:**

1. 2024 Assignment of Allocation-City of Pueblo
2. 2024 City Attorney Certificate (City of Pueblo)
3. Private Activity Bond Allocation Letter - Signed - 2024 - Pueblo

\

ORDINANCE NO. 10751

AN ORDINANCE AUTHORIZING ASSIGNMENT OF A PRIVATE  
ACTIVITY BOND ALLOCATION FROM THE CITY OF PUEBLO  
TO THE COLORADO HOUSING AND FINANCE AUTHORITY  
PURSUANT TO THE COLORADO PRIVATE ACTIVITY BOND  
CEILING ALLOCATION ACT

WHEREAS, the City of Pueblo is authorized and empowered under the laws of the State of Colorado (the "State") to issue revenue bonds for the purpose of financing qualified residential rental projects for low- and moderate-income persons and families; and

WHEREAS, the City of Pueblo is authorized and empowered under the laws of the State to issue revenue bonds for the purpose of providing single-family mortgage loans to low- and moderate-income persons and families; and

WHEREAS, the Internal Revenue Code of 1986, as amended (the "Code"), restricts the amount of tax-exempt bonds ("Private Activity Bonds") which may be issued in the State to provide such mortgage loans and for certain other purposes; and

WHEREAS, pursuant to the Code, the Colorado legislature adopted the Colorado Private Activity Bond Ceiling Allocation Act, Part 17 of Article 32 of Title 24, Colorado Revised Statutes (the "Allocation Act"), providing for the allocation of the State Ceiling among the Colorado Housing and Finance Authority (the "Authority") and other governmental units in the State, and further providing for the assignment of such allocations from such other governmental units to the Authority; and

WHEREAS, pursuant to an allocation under Section 24-32-1706 of the Allocation Act, the City of Pueblo has an allocation of the 2024 State Ceiling for the issuance of a specified principal amount of Private Activity Bonds prior to September 15, 2024 (the "2024 Allocation"); and

WHEREAS, the City of Pueblo has determined that, in order to increase the availability of adequate affordable housing for low- and moderate-income persons and families within the City of Pueblo and elsewhere in the State, it is necessary or desirable to provide for the utilization of all or a portion of the 2024 Allocation; and

WHEREAS, the City of Pueblo has determined that the 2024 Allocation, or a portion thereof, can be utilized most efficiently by assigning it to the Authority to issue Private Activity Bonds for the purpose of financing one or more multi-family rental housing projects for low- and moderate-income persons and families, or for the purpose of providing single-family mortgage loans to low- and moderate-income persons and families ("Revenue Bonds") or for the issuance of mortgage credit certificates; and

WHEREAS, the City Council of the City of Pueblo has determined to assign \$7,064,348.00 of its 2024 Allocation to the Authority, which assignment is to be evidenced by an Assignment of Allocation between the City of Pueblo and the Authority (the "Assignment of Allocation"); Now, Therefore,

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

#### SECTION 1.

The Assignment of Allocation, a copy of which is attached hereto and made a part hereof by reference, by and between the City of Pueblo, a Municipal Corporation, and the Colorado Housing and Finance Authority, after having been approved as to form by the City Attorney, is hereby accepted and approved; provided, however, that the Mayor is hereby authorized to make such technical variations, additions, or deletions in or to such Assignment of Allocation as she shall deem necessary or appropriate and not inconsistent with the approval thereof by this Ordinance.

#### SECTION 2.

The Mayor of the City of Pueblo is hereby authorized to execute and deliver the Assignment of Allocation on behalf of the City of Pueblo and to take such other steps or actions as may be necessary, useful, or convenient to affect the aforesaid assignment in accordance with the intent of this Ordinance, and any execution by electronic signature is hereby attributable to the Mayor and the City of Pueblo.

#### SECTION 3.

The assignment to the Authority of \$7,064,348.00 of the City of Pueblo's 2024 Allocation is hereby approved.

#### 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.

The officers and staff of the City are authorized to perform any and all acts consistent with the intent of this Ordinance and the Assignment of Allocation to effectuate the transactions described therein, including but not limited to the City Attorney's signature of the 2024 Private Activity Bond Attorney Certification.

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 July 22, 2024.

Final adoption of Ordinance by City Council on August 12, 2024.

DocuSigned by:  
Mark Duff  
B7A4F51823AB462...  
\_\_\_\_\_  
President of City Council

Action by the Mayor:

☒ Approved on 8/13/2024 | 2:24 PM MDT.

☐ Disapproved on \_\_\_\_\_ based on the following objections:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signed by:  
Heather Graham  
3A85950B7BCA462...  
\_\_\_\_\_  
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

DocuSigned by:  
[Signature]  
7C02EBDFFC3D43C...  
\_\_\_\_\_  
City Clerk





## assignment of allocation - city

### Multifamily Housing Facility Bonds/Single Family Mortgage Revenue Bonds

This Assignment of Allocation (the "Assignment"), dated this 12th day of August, 2024, is between the City of Pueblo, Colorado (the "Assignor" or the "Jurisdiction") and Colorado Housing and Finance Authority (the "Assignee").

#### WITNESSETH:

WHEREAS, the Assignor and the Assignee are authorized and empowered under the laws of the State of Colorado (the "State") to issue revenue bonds for the purpose of providing single- family mortgage loans to low- and moderate-income persons and families; and

WHEREAS, the Internal Revenue Code of 1986, as amended (the "Code"), restricts the amount of tax-exempt bonds ("Private Activity Bonds") which may be issued in the State to finance such projects and for certain other purposes (the "State Ceiling"); and

WHEREAS, pursuant to the Code, the Colorado legislature adopted the Colorado Private Activity Bond Ceiling Allocation Act, Part 17 of Article 32 of Title 24, Colorado Revised Statutes (the "Allocation Act"), providing for the allocation of the State Ceiling among the Assignee and other governmental units in the State, and further providing for the assignment of allocations from such other governmental units to the Assignee; and

WHEREAS, pursuant to an allocation under Section 24-32-1706 of the Allocation Act, the Assignor has an allocation of the 2024 State Ceiling for the issuance of a specified principal amount of Private Activity Bonds prior to September 15, 2024, (the "2024 Allocation"); and

WHEREAS, the Assignor has determined that, in order to increase the availability of adequate affordable rental housing for low- and moderate-income persons and families within the Jurisdiction, Colorado and elsewhere in the State, it is necessary or desirable to provide for the utilization of all or a portion of the 2024 Allocation; and

WHEREAS, the Assignor has determined that the 2024 Allocation, or a portion thereof, can be utilized most efficiently by assigning it to the Assignee to issue Private Activity Bonds for the purpose of financing one or more multifamily rental housing projects for low- and moderate-income persons and families or to issue Private Activity Bonds for the purpose of providing single-family mortgage loans to low- and moderate-income persons and families ("Revenue Bonds"), and the Assignee has expressed its willingness to attempt to issue Revenue Bonds with respect to the 2024 Allocation assigned herein; and

WHEREAS, the City Council of the Assignor has determined to assign to the Assignee all or a portion of its 2024 Allocation, and the Assignee has agreed to accept such assignment, which is to be evidenced by this Assignment.

NOW, THEREFORE, in consideration of the premises and the mutual promises hereinafter set forth, the parties hereto agree as follows:

1. The Assignor hereby assigns to the Assignee \$ 7,064,348 of its 2024 Allocation (the "Assigned Allocation"), subject to the terms and conditions contained herein. The Assignor represents that it has received no monetary consideration for said assignment.
2. The Assignee hereby accepts the assignment to it by the Assignor of the Assigned Allocation, subject to the terms and conditions contained herein. The Assignee agrees to use its best efforts to issue and sell Revenue Bonds in an aggregate principal amount equal to or greater than the Assigned Allocation, in one or more series, and to make proceeds of such Revenue Bonds available from time to time for a period of one (1) year from the date of this Assignment to finance multi-family rental housing projects located in the Jurisdiction, or to issue Revenue Bonds for the purpose of providing single-family mortgage loans to low- and moderate income persons and families in the Jurisdiction.
3. The Assignor hereby consents to the election by the Assignee, if the Assignee in its discretion so decides, to treat all or any portion of the Assigned Allocation as an allocation for a project with a carryforward purpose or to make a mortgage credit certificate election, in lieu of issuing Revenue Bonds.
4. The Assignor and Assignee each agree that it will take such further action and adopt such further proceedings as may be required to implement the terms of this Assignment.
5. Nothing contained in this Assignment shall obligate the Assignee to finance any particular multi-family rental housing project located in the Jurisdiction or elsewhere or to finance single-family mortgage loans in any particular amount or at any particular interest rate or to use any particular percentage of the proceeds of its Revenue Bonds to provide mortgage loans or mortgage credit certificates to finance single-family housing facilities in the Jurisdiction, provided that any Revenue Bond proceeds attributable to the Assigned Allocation shall be subject to paragraph 2 above.
6. This Assignment is effective upon execution and is irrevocable.
7. Counterparts. This Assignment may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Assignment by electronic image scan transmission will be effective as delivery of a manually executed counterpart of the Assignment.

IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment on the date first written above.

City of Pueblo, Colorado

By: \_\_\_\_\_

Name: Heather Graham

Title: Mayor

COLORADO HOUSING AND FINANCE  
AUTHORITY

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

CERTIFICATE OF THE CITY OF PUEBLO COLORADO  
CONCERNING ASSIGNMENT OF  
PRIVATE ACTIVITY BOND VOLUME CAP ALLOCATION

I, the undersigned, hereby certify that I am a duly chosen, qualified and City Attorney of the City of Pueblo, Colorado (the “City”), and that:

1. The City is a public body politic and corporate, duly organized and existing under the constitution and laws of the State of Colorado.

2. The City has been previously notified that, pursuant to Section 24-32-1706 of the Colorado Private Activity Bond Ceiling Allocation Act, Part 17 of Article 32 of Title 24, Colorado Revised Statutes (the “Allocation Act”), it has an allocation of the State ceiling (as defined in the Allocation Act) for 2024 in the amount of \$7,064,348 (the “2024 Allocation”).

3. Attached hereto as Exhibit A is a true and correct copy of an ordinance and the related minutes thereto (the “Ordinance”) authorizing the assignment to the Colorado Housing and Finance Authority (the “Authority”) of all or a portion of the 2024 Allocation in an amount equal to \$7,064,348 (the “Assigned Allocation”), and authorizing the execution and delivery of an Assignment of Allocation dated as of August 12, 2024 (the “Assignment of Allocation”) between the City and the Authority in connection therewith, which Ordinance was duly adopted by the City Council of the City (the “City Council”) at a meeting thereof held on August 12, 2024, at which meeting a quorum was present and acting throughout and which Ordinance has not been revoked, rescinded, repealed, amended or modified and is in full force and effect on the date hereof.

4. The meeting of the City Council at which action has been taken with respect to the Assignment of Allocation was a regular meeting properly called and open to the public at all times.

5. With respect to the Assigned Allocation, the City has not heretofore: (a) issued private activity bonds; (b) assigned the Assigned Allocation to another “issuing authority,” as defined in the Allocation Act; (c) made a mortgage credit certificate election; or (d) treated the Assigned Allocation as an allocation for a project with a carryforward purpose, as defined in the Allocation Act.

6. The Assignment of Allocation, attached hereto as Exhibit B, is in the form presented to and approved by the City Council at the meeting thereof held on August, 12, 2024.

7. On or before the date hereof, counterparts of the Assignment of Allocation were officially executed by the Mayor and the City Clerk of the City. On the date of such signing, such persons were the duly sworn, qualified and acting officers of the City authorized to execute the Assignment of Allocation and holding the offices of the Mayor and City Clerk, respectively.

8. The City has authorized the execution, delivery and due performance of the Assignment of Allocation, and the execution and delivery of the Assignment of Allocation and the compliance by the City with the provisions thereof, will not, to the best of my knowledge, conflict with or constitute on the part of the City a breach of or a default under any existing Colorado law, City resolution, court or administrative regulation, decree or order or any agreement or other instrument to which the City is subject or by which it is bound.

9. To the best of my knowledge, there does not exist any action, suit, proceeding or investigation pending, or threatened against the City, contesting (a) the corporate existence of the City, (b) the title of its present officers or any of them to their respective offices, including, without limitation, the members of the City Council, (c) the validity of the Assignment of Allocation or (d) the power of the City to execute, deliver or perform the Assignment of Allocation.

10. No referendum petition has been filed concerning the Ordinance; and to the best of my knowledge none is being circulated or planned for circulation.

WITNESS my hand and the seal of the City this                     , 2024.

---

City Attorney

(SEAL)

EXHIBIT A  
ORDINANCE

EXHIBIT B

ASSIGNMENT OF ALLOCATION



## COLORADO

Department of Local Affairs

Division of Housing

January 12, 2024

Bryan Gallagher, Acting Director, Dept. of Housing & Citizen Services  
Pueblo  
2631 East 4th Street  
Pueblo, CO, 81001

Re: Private Activity Bond Allocation of \$7,064,348

Dear Mr. Gallagher:

I hereby certify that the above amount will be allocated to the respective local government for the purpose of issuing Private Activity Bonds (PAB) in 2024 under the state ceiling imposed by the Internal Revenue Code of 1986, as amended.

In accordance with the provisions of C.R.S. 24-32-1709.5, a fee on bonds issued is due to DOLA for the portion of each issuance that originated from a direct allocation. The amount of this fee is subject to revision, but is currently 0.027% of bonds issued. This fee is also due within five working days of the bond closing. In the event that the full allocation amount is not issued, or the fee rate changes, the fee will be recalculated to reflect the actual amount issued and the rate in effect at the time of closing.

If you have any questions, please contact Wayne McClary at (303) 864-7819 or [dola\\_pab@state.co.us](mailto:dola_pab@state.co.us).

Sincerely,

Maria De Cambra  
Executive Director



Governor Jared S. Polis | Maria De Cambra, Executive Director | Alison George, Director  
1313 Sherman St., Room 315, Denver, CO 80203 P 303.864.7710 F 303.864.7719  
[www.dola.colorado.gov](http://www.dola.colorado.gov)

*Strengthening Colorado Communities*







**Background Paper for Proposed Ordinance**

**COUNCIL MEETING DATE:** August 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 AND ACCEPTING A COLORADO RESOURCE FOR EMERGENCY AND TRAUMA EDUCATION (CREATE) GRANT ESTABLISHING PROJECT NO. PS2407 FOR EMERGENCY AND TRAUMA EDUCATION GRANT, AND BUDGETING AND APPROPRIATING GRANT FUNDS IN THE AMOUNT OF \$25,000, WHICH INCLUDES A TEN PERCENT COST MATCH OF \$2,500 FOR THE PURPOSES AUTHORIZED BY THE GRANT AGREEMENT

**SUMMARY:**

Attached is a grant agreement between the City of Pueblo and the Colorado Resource for Emergency and Trauma Education, in the award amount of \$22,500. Grant funds will cover ninety percent of education costs for four Pueblo Fire Department employees.

**PREVIOUS COUNCIL ACTION:**

Approval of similar CREATE grant in 2023, 2018 and 2017.

**BACKGROUND:**

The purpose of the (CDHPE) CREATE grant is to provide funding, in the amount of \$22,500 directly to the City of Pueblo Fire Department in order to protect the health and safety of the public by enrolling four (4) Pueblo Fire Department employees in paramedic classes at Pueblo Community College (PCC). The City of Pueblo will be required to contribute a ten percent match to Project No. PS2407 in the amount of \$2,500 from the Fire Department budget in the General Fund.

**FINANCIAL IMPLICATIONS:**

The anticipated total cost for the project is \$25,000. The Colorado Department of Public Health and Environment (CDPHE) share for the CREATE Colorado Resource for Emergency and Trauma Education grant is \$22,500 and the ten percent City match is

\$2,500. Staff time will be required for project management, as well as grant monitoring and reporting. The match will be transferred from the Fire Department's Budget in the General Fund.

**BOARD/COMMISSION RECOMMENDATION:**

Not applicable.

**STAKEHOLDER PROCESS:**

Not applicable.

**ALTERNATIVES:**

None.

**RECOMMENDATION:**

Approval of the Ordinance.

**ATTACHMENTS:**

1. 24-05-538 Pueblo Fire Dept - Results Letter

ORDINANCE NO. 10752

AN ORDINANCE APPROVING AND ACCEPTING A COLORADO RESOURCE FOR EMERGENCY AND TRAUMA EDUCATION (CREATE) GRANT ESTABLISHING PROJECT NO. PS2407 FOR EMERGENCY AND TRAUMA EDUCATION GRANT, AND BUDGETING AND APPROPRIATING GRANT FUNDS IN THE AMOUNT OF \$25,000, WHICH INCLUDES A TEN PERCENT COST MATCH OF \$2,500 FOR THE PURPOSES AUTHORIZED BY THE GRANT AGREEMENT

WHEREAS, the Colorado Department of Public Health and Environment has tendered a grant award to the City of Pueblo in the amount of \$22,500 and

WHEREAS, acceptance of the award is in the best interest of the City; NOW, THEREFORE,

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

SECTION 1.

The Colorado Department of Public Health and Environment grant in the amount of \$22,500 and Grant Agreement Articles, true copies of which are attached hereto, having been approved as to form by the City Attorney, are hereby approved and accepted.

SECTION 2.

Project No. PS2407 Colorado Resource for Emergency and Trauma Education grant is hereby established. The total project amount of \$25,000 is hereby budgeted and appropriated to Project No. PS2407 for expenditure for the purposes authorized by the grant agreement.

SECTION 3.

The required ten percent match of \$2,500 will be transferred from the Fire Department's Budget in the General Fund to Project No. PS2407.

SECTION 4.

The officers and staff of the City are directed and authorized to perform any and all acts consistent with intent of this Ordinance and the attached contract to effectuate the transactions 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 July 22, 2024.

Final adoption of Ordinance by City Council on August 12, 2024.

DocuSigned by:  
Mark Aliff  
E17A4F51823AB462...  
\_\_\_\_\_  
President of City Council

Action by the Mayor:

- ☒ Approved on 8/13/2024 | 2:25 PM MDT.
- ☐ Disapproved on \_\_\_\_\_ based on the following objections:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signed by:  
Heather Graham  
3A85950B7BCA46Z...  
\_\_\_\_\_  
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

DocuSigned by:  
[Signature]  
7C02EBDFFC3D43C...  
\_\_\_\_\_  
City Clerk



CREATE is managed by the Colorado Rural Health Center and funded by the Colorado Department of Public Health and Environment

6/25/2024

Grant #24-05-538

Pueblo Fire Department  
Attn: Chris Obert  
1551 Bonforte Blvd  
Pueblo, Colorado 81001

Dear Chris,

Your application for the CREATE grant has been reviewed by the Expert Review Committee (ERC). Congratulations, your application for the accelerated Paramedic course has been approved for **\$22,500.00**.

Included in your approved funding are eligible expenses associated with COURSE COST. Eligible/ineligible expenses are listed in the grant guidelines on the [CREATE webpage](#).

| Course: National Registry Paramedic |                  | Start: 8/19/24               | End: 12/31/25 |
|-------------------------------------|------------------|------------------------------|---------------|
| \$                                  | 9,106.68         | Max Course Cost per student  |               |
|                                     | 4                | Number of students           |               |
| \$                                  | 25,000.00        | Total Request Amount         |               |
|                                     | 90%              | CREATE Match                 |               |
| \$                                  | <b>22,500.00</b> | <b>TOTAL AMOUNT APPROVED</b> |               |

**Course 1 Report Due Date: 1/30/26**

Failure to submit a report on time may result in loss of funding.

**If your course is cancelled, postponed, or the number of students is reduced from the original approval**, please notify CRHC as soon as possible so that funds may be reallocated appropriately. Failure to do so may affect future funding.

The following are the items you agreed to as a part of this grant. They were included in the attestation part of your signed application.

1. The grantee shall use grant funds received under this grant to complete all aspects of its grant application and shall not use such funds for purposes other than this.
2. Requirements for Training & Education Grants:
  - a. EMT, AEMT and Paramedic course participants must pass the National Registry of Emergency Medical Technicians (NREMT) exam within 90 days of class end date, in

order to request reimbursement from this grant program. For more information, please see the Grant Guidelines.

3. Reporting Requirements:

- a. **Due Date:** Reports and billing shall be submitted within 30 days after completion of the training or course.
- b. **CREATE Reimbursement Request Form:** Receipts showing full payment or copies of checks showing payment must be attached.
- c. **CREATE Student Data Form:** At the end of each course, the grantee will confirm each student submitted the electronic student data form to CRHC.
- d. **CREATE Grant Travel Expense Form:** Requests for reimbursement for all travel expenses associated with the training shall be made in accordance with the then current state of Colorado reimbursement rates for travel as specified in the Fiscal Rules of the State of Colorado. Documentation supporting all expenses must also be attached. Download the Travel Expense Form.
- e. **National Registry:** Initial and refresher EMS provider course participants must pass the National Registry (NR) exam and submit a copy of the NR card with the reimbursement request.
- f. **Student Attestation Form:** For any students who are not affiliated with the applicant agency and/or are non-Colorado residents, student attestation form(s) must be included in the final report. Download the [Non-Affiliate of Agency Form](#) and/or [Non-Colorado Resident Form](#).
- g. **Publicity Items:** The grantee shall acknowledge the use of emergency medical and trauma services account grant funds in all public service announcements, program announcements, or any other printed material used for the purpose of promoting or advertising the training or educational program.
- h. **Evaluations:** For in-house training, the grantee shall develop and utilize a course evaluation tool to measure the effectiveness of that training or educational program.
- i. **College Expenditure Form:** If the CREATE applicant is a college institution, the college must complete a [College Expenditure Form](#) in addition to the other items agreed to in the application attestation.

All submitted forms need to be legible and complete, otherwise reimbursement could be delayed. Combine all applicable reimbursement documents together as ONE PDF document ONLY and email the final report to [mc@coruralhealth.org](mailto:mc@coruralhealth.org).



**Background Paper for Proposed  
Action Item**

**COUNCIL MEETING DATE:** August 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 GRANT AGREEMENT AND APPLICABLE CONDITIONS PERTAINING THERETO WITH THE STATE OF COLORADO DEPARTMENT OF LAW PEACE OFFICER STANDARDS AND TRAINING (POST), ESTABLISHING PROJECT NUMBER PS2406, BUDGETING AND APPROPRIATING FUNDS INTO PROJECT PS2406, AUTHORIZING MAYOR GRAHAM TO EXECUTE SAME AND RATIFYING HER SIGNATURE THERETO

**SUMMARY:**

This ordinance approves a grant agreement with the State of Colorado Department of Law Peace Officer Standards and Training (POST) beginning July 1, 2024, and ending June 30, 2025, and approves and accepts an initial grant award of \$151,715.00 into Project PS2406.

**PREVIOUS COUNCIL ACTION:**

City Council has approved ordinances accepting CMTR funds each year beginning in July 2017.

**BACKGROUND:**

The State of Colorado Department of Law POST Grant Agreement provides funds to the forty (40) law enforcement agencies of the Central Mountain Training Region ("CMTR") for the purpose of improving law enforcement technology and training and upgrading necessary equipment. The Pueblo Police Department will act as the fiscal agent for this grant. Decisions related to training, equipment, and technology will be made with the assistance of an advisory board.

**FINANCIAL IMPLICATIONS:**

This grant will require monitoring, auditing, and submission of financial documents which will impact the City with staffing costs. The grant does provide monies to offset those expenditures. The Police Department will realize infrastructure benefits as well. Improvements to the Department's shooting range facility and classroom spaces are allowable under this grant. One (1) sworn full-time Police Department employee has been selected to administer this program along with employees from the Finance Department. The City of Pueblo is responsible for administering the drawdown of the grant. The City will submit quarterly reports to Colorado POST documenting expenditures. When excess funds are available to the State, the Colorado Department of Law will award additional funds to CMTR before the end the fiscal year to purchase additional equipment or sponsor additional events. This ordinance allows for the receipt of additional funds in the future to Project PS2406.

**BOARD/COMMISSION RECOMMENDATION:**

Not applicable.

**STAKEHOLDER PROCESS:**

Central Mountain Training Region law enforcement leaders have met and support the Pueblo Police Department becoming the fiscal agent for this grant. The Police Department, acting as fiscal agent, will work with the CMTR advisory board to make decisions related to training, equipment, and infrastructure.

**ALTERNATIVES:**

Decline this grant offer from Colorado POST.

**RECOMMENDATION:**

Approval of the Ordinance.

**ATTACHMENTS:**

1. CMTR\_FY25\_Intergovernmental\_Grant\_Agmt (1)



ORDINANCE NO. 10753

AN ORDINANCE APPROVING AND ACCEPTING A GRANT AGREEMENT AND APPLICABLE CONDITIONS PERTAINING THERETO WITH THE STATE OF COLORADO DEPARTMENT OF LAW PEACE OFFICER STANDARDS AND TRAINING (POST), ESTABLISHING PROJECT NUMBER PS2406, BUDGETING AND APPROPRIATING FUNDS INTO PROJECT PS2406, AUTHORIZING MAYOR GRAHAM TO EXECUTE SAME 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 state government for public and municipal purposes and to enter into agreements relating thereto; and

WHEREAS, the State of Colorado Department of Law Peace Officer Standards and Training (POST) has tendered a Grant Agreement and award (the "Agreement") in the amount of \$151,718.00 for law enforcement training purposes for the Central Mountain Training Region upon conditions recited therein or incorporated therein by reference; and

WHEREAS, the State has made additional awards of funds in the past under previous grant agreements and the Police Department anticipates the award of additional funds in the future pursuant to this agreement if the same are made available by the State; and

WHEREAS, acceptance of the Agreement 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 Grant Agreement between the City of Pueblo, a Colorado Municipal Corporation, and the State of Colorado Department of Law Peace Officer Standards and Training (POST) for the purpose of providing law enforcement training for the Central Mountain Training Region, a true copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved and accepted in accordance with its terms and conditions.

SECTION 2.

The Mayor was authorized to execute the Grant Agreement in the name of and on behalf of the City on July 22nd, 2024; and the City Clerk shall affix the Seal of the City to the Grant Agreement and attest his prior signature.

SECTION 3.

The Police Department is empowered to apply for and accept additional grant awards pursuant to the Grant Agreement as those funds are made available by the State.

SECTION 4.

Project Number PS2406 is hereby established in the Public Safety Grants Fund. All current and future funds accepted under this ordinance shall be budgeted and appropriated into Project Number PS2406 by the Finance Department.

SECTION 5.

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 agreement 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 July 22, 2024.

Final adoption of Ordinance by City Council on August 12, 2024.

DocuSigned by:  
  
B7A4F51823AB462...  
\_\_\_\_\_  
President of City Council

**Action by the Mayor:**

☒ Approved on 8/13/2024 | 2:25 PM MDT.

☐ Disapproved on \_\_\_\_\_ based on the following objections:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signed by:  
  
3A85950B7BCA462...  
\_\_\_\_\_  
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

DocuSigned by:  
  
7C02EBDFFC3D43C...

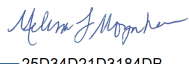
## GRANT AWARD LETTER

### SUMMARY OF GRANT AWARD TERMS AND CONDITIONS

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                             |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------|
| <b>State Agency</b><br>DEPARTMENT OF LAW, PEACE OFFICER STANDARDS<br>AND TRAINING                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | <b>Agreement Number</b><br>CTGG1-LAAA GT252024000000000001  |
| <b>Grantee</b><br>City of Pueblo                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                             |
| <b>Grant Issuance Date</b><br>The later of JULY 1,2024 or the date the State Controller or an<br>authorized delegate signs this Grant Letter                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                             |
| <b>Grant Expiration Date</b><br>JUNE 30, 2025                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | <b>Grant Amount</b><br>State Fiscal Year 2025: \$151,718.00 |
| <b>Grant Authority</b><br>Authority to enter into this Agreement exists in § 24-31-<br>303(2)(b), C.R.S., § 24-31-310, C.R.S., and § 42-3-304(24),<br>C.R.S.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                             |
| <b>Grant Purpose</b><br>The Grantee will facilitate training services as identified in Exhibit A (Statement of Work) and Exhibit B (Application and Budget).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                             |
| <b>Exhibits and Order of Precedence</b><br>The following Exhibits and attachments are included with this Grant: <ol style="list-style-type: none"> <li>1. Exhibit A, Statement of Work.</li> <li>2. Exhibit B, Application and Budget.</li> <li>3. Exhibit C, Sample Option Letter</li> <li>4. Exhibit D, Sample Grant Funding Change Letter</li> </ol><br>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: <ol style="list-style-type: none"> <li>1. Colorado Special Provisions in §17 of the main body of this Grant</li> <li>2. The provisions of the other sections of the main body of this Grant.</li> <li>3. Exhibit A, Statement of Work.</li> <li>4. Exhibit B, Application and Budget.</li> <li>5. Exhibit C, Sample Option Letter</li> <li>6. Exhibit D, Sample Grant Funding Change Letter</li> </ol> |                                                             |

SIGNATURE PAGE

THE SIGNATORIES LISTED BELOW AUTHORIZE THIS GRANT

|                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>STATE OF COLORADO</b><br/>Jared S. Polis, Governor<br/>Department of Law Philip J. Weiser, Attorney General</p> <p>DocuSigned by:<br/><br/>5CB773DE1EBE4B8</p> <p>By: Peggy Valdez, Chief Administrative Officer<br/>Date: June 27, 2024</p> | <p>In accordance with §24-30-202 C.R.S., this Grant is not valid until signed and dated below by the State Controller or an authorized delegate.</p> <p><b>STATE CONTROLLER</b><br/><b>Robert Jaros, CPA, MBA, JD</b><br/>Department of Law Philip J. Weiser, Attorney General</p> <p>DocuSigned by:<br/><br/>25D34D21D3184DB</p> <p>By: Melissa Moynham, Department of Law<br/>State Controller Delegate<br/>Date: June 27, 2024</p> |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

## 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 by providing Grantee with an updated Grant Award Letter showing the new Grant Expiration Date. If the Work, including Subcontractor 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 A.

### 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, Federal 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 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 percentage of the total reimbursement payable under this Grant Award Letter that corresponds to the percentage of Work satisfactorily completed, as determined by the State, less payments previously made. Additionally, the State, in its discretion, may reimburse Grantee for a portion of actual, out-of-pocket expenses not otherwise reimbursed under this Grant Award Letter that are incurred by Grantee and are directly attributable to the uncompleted portion of Grantee’s obligations, provided that the sum of any and all reimbursements shall not exceed the maximum amount payable to Grantee hereunder. 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 including Subcontractor Work described in Exhibit B.
- 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. **“Matching Funds”** means the funds provided Grantee as a match required to receive the Grant Funds.
- O. **“Party”** means the State or Grantee, and **“Parties”** means both the State and Grantee.
- 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 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, PCI 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. “Subcontractor” also includes sub-grantees.
- X. **“Work”** means the delivery of the Goods and performance of the Services described in this Grant Award Letter.
- Y. **“Work Product”** means the tangible and intangible results of the Work, including Subcontractor 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, including Subcontractor 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, including Subcontractor 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, including Subcontractor Work, as described in this Grant Award Letter and in accordance with the provisions of Exhibit A and Exhibit B. 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; provided, however, that Work performed and expenses incurred by Grantee before the Grant Issuance Date that are chargeable to an active Federal Award may be submitted for reimbursement as permitted by the terms of the Federal Award.

**D. Reimbursement of Grantee Costs**

Upon prior written approval, the State shall reimburse Grantee's allowable costs, not exceeding the maximum total amount described in this Grant Award Letter for all allowable costs described in this Grant Award Letter 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 Grant Award Letter or the maximum amount for any state fiscal year, and the change does not modify any requirements of the Work. The State shall only reimburse allowable costs 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 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 5% of allowable costs until all final documentation has been submitted and accepted by the State as substantially complete. **REPORTING - NOTIFICATION**

**F. 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.E**, containing an evaluation and review of Grantee's performance and the final status of Grantee's obligations hereunder.

**G. Violations Reporting**

Grantee shall disclose, in a timely manner, in writing to the State, all violations of State criminal law involving fraud, bribery, or gratuity violations potentially affecting the Award. The State 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.

**6. 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. 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.

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.

## 7. CONFIDENTIAL INFORMATION-STATE RECORDS

A. Confidentiality

Grantee 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 Grantee 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 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 Subcontractors will or may receive the following types of data, Grantee 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 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 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 Grant Award Letter. Grantee shall ensure all such agents, employees, assigns, 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 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 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 \_\_\_ on an annual basis Contractor's duty and obligation to certify as set forth in Exhibit \_\_\_ 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.

**8. 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. 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 Grant.

## **9. 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 Subcontractors maintain all insurance customary for the completion of the Work done by that Subcontractor and as required by the State or the GIA.

## **10. 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.

## **11. DISPUTE RESOLUTION**

Except as herein specifically provided otherwise or as, 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.

## **12. 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.

## **13. 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.

## **14. 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.

## **15. 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 of an updated Grant Award Letter, which shall be effective if Grantee accepts Grant Funds following receipt of the updated letter. The Parties may also agree to modification of the terms and conditions of the Grant in a formal amendment to this Grant, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules.

**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.

**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**

- 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.

## **16. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3)**

**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 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 (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by the State, and (c) 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

All terms not defined in this Exhibit A shall be the meaning given in the main body of the Grant Agreement.

### 1. PROJECT DESCRIPTION

**1.1 Work.** Grantee has submitted a Grant Application (Exhibit B) to POST detailing the Work to be performed by Grantee throughout the term of this Grant. Grantee agrees to complete the Work identified in Exhibit B by the Grant termination date specified in §2(A) of the Grant Agreement.

### 2. PERSONNEL

**2.1 Replacement.** Grantee shall immediately notify POST if the Responsible Administrator specified in §2.2 ceases to serve. Provided there is a good-faith reason for the change, if Grantee wishes to replace its key personnel, it shall notify POST and seek its approval, which shall be at POST's sole discretion as the State issued this Grant in part reliance on Grantee's representation regarding key personnel. Such notice shall specify why the change is necessary, who the proposed replacement is, what their qualifications are, and when the change will take effect. Anytime key personnel cease to serve, the State, in its sole discretion may direct Grantee to suspend work on the Project until such time as their replacement is approved.

**2.2 Responsible Administrator.** Grantee's performance hereunder shall be under the direct supervision of Jeff Furney an employee or agent of the Grantee, who is hereby designated as the responsible administrator of this Project.

### 3. BUDGET

**3.1 Budget.** The maximum amount payable under this Grant to Grantee by the State is **\$151,718.00.**

**3.2 Budget Flexibility.** Grantee may adjust individual budget line item expenditure amounts within an individual training course without approval of POST, provided that, there is no increase to the administrative line items, and the cumulative budgetary line item changes do not exceed ten percent (10%) of the total budgeted amount of the line item. All other budgetary modifications shall require POST approval in accordance with the Modification subsection of the General Provisions of this Grant. The request must be approved by POST before deviating from the current approved budget and scope of work. Requests that are not pre-approved may not be reimbursable.

### 4. PAYMENT

**4.1 Payment.** Grantee shall submit a request for reimbursement at a minimum on a calendar quarter basis. All invoices must be submitted within 60 days of the training or purchase date and no later than June 30<sup>th</sup> to be eligible for payment. All requests shall be for eligible expenses, as described in detail in Exhibit B. Requests shall be made using the Grant Management System and be accompanied by supporting documentation equal to 100% of the reimbursement request, a POST-approved Student Attendance Roster or Certificate of Completion, and a completed reimbursement form.

**4.2 Final Payment.** The final grant payment request must be requested no later than June 30<sup>th</sup> and shall include only actual expenses incurred prior to June 30<sup>th</sup>. Payment for training can only be approved for actual services received or performed and completed by June 30<sup>th</sup>.

Equipment purchases must be made and the receipt of the equipment must be completed by June 30<sup>th</sup> to be eligible for payment.

**4.3 Electronic Fund Transfer.** Payments will be remitted by electronic fund transfer.

## **5. ADMINISTRATIVE REQUIREMENTS**

**5.1 Accounting.** Grantee must maintain properly segregated accounts of POST grant funds and other funds associated with the Work and make those records available to the State upon request. Grantee must have a system that classifies all revenues and expenditures by funding source. The accounting system must have an adequate method of internal controls to safeguard the funds. Expenditures must be tracked and reconciled with the general ledger.

**5.2 Procurement.** The grantee agrees to have procurement procedures and will document its procurement procedures and maintain the documentation in the grant records when applicable.

**5.3 Grant Guidelines.** The grantee agrees to develop, implement, and maintain written grant procedures or guidelines that, at a minimum identify how to access training and scholarship funds through the Region, what the Region's allowable costs are, and any applicable rules to be followed by a Region member organization.

**5.4 Region Board and By-laws.** The grantee agrees to develop, implement, and maintain a Region Board representative of the Region that, at a minimum recommends how annual POST funds will be applied for and distributed throughout the Region. The Region Board shall develop, implement, and maintain written by-laws describing the role and responsibilities of the board.

**5.5 Allowable Program Costs.** Expenditures shall be in accordance with the approved budget detailed in Exhibit B and Sections 5-9 of the POST Law Enforcement Training Grant Program Guidelines.

**5.6 Class Announcement/Enrollment Management/Class Cancellation or Postponement.** Grantee agrees to notify POST at least 60 days in advance of the class date. Enrollment will only be available to officers in that training region until 30 days before the class start date. At that time, officers from other training regions may register for the class. Enrollment will close 15 days prior to start date of the class. Enrollment past the close date can occur at the discretion of each training region. The Grantee agrees to limit enrollment for training, including the host agency, to four (4) seats, or 20% of the class size (whichever is greater) for each agency within the Region, until 15 days prior to the start of training. The exception to this is when a course is held at a venue that can accommodate a large number of attendees (such as virtual training) or there are plenty of open seats. POST recommends regions/agencies consider cancelling or postponing classes if they have less than 50% enrollment fifteen (15) days prior to start of the class. Decisions to postpone or cancel a class are at the sole discretion of the region board or agency.

**5.7 Audits.** Grantee is required to submit to DOL any audit performed for any fiscal year covering a portion of the term of this Grant or any other grants/contracts with DOL. Such audits include but are not limited to a financial-statement audit or single audit in accordance with the Office of Management and Budget's (OMB) A-133 is required when non-federal entities expend \$500,000 or more in federal awards in the entity's fiscal year. Grantee shall insure that audits required are performed and submitted to POST within 6 months of Grantee's fiscal year-end. The final audit report shall be sent to:

Department of Law  
Criminal Justice Section, POST  
Attention: Kimberly Hernandez, Grant Manager  
1300 Broadway, 9<sup>th</sup> Floor  
Denver, CO 80203

**5.8 Reporting.** Grantee shall submit the following reports, and any other reports requested by POST using the State-provided reporting forms by their due date. A report must be submitted for every calendar quarter, including partial calendar quarters, as well as for periods where no grant activity occurs. Future awards and fund draw-downs may be withheld if these reports are delinquent.

| <b>Report Period</b>                                | <b>Report Type</b>                 | <b>Due Date</b>         |
|-----------------------------------------------------|------------------------------------|-------------------------|
| July 1 <sup>st</sup> -September 30 <sup>th</sup>    | Progress and Financial             | October 7 <sup>th</sup> |
| October 1 <sup>st</sup> - December 31 <sup>st</sup> | Progress and Financial             | January 7 <sup>th</sup> |
| January 1 <sup>st</sup> –March 31 <sup>st</sup>     | Progress and Financial             | April 7 <sup>th</sup>   |
| July 1 <sup>st</sup> – June 30 <sup>th</sup>        | Equipment Inventory                | June 30 <sup>th</sup>   |
| April 1 <sup>st</sup> -June 30 <sup>th</sup>        | Final Progress and Final Financial | July 7 <sup>th</sup>    |

**5.9 Reporting of Unexpended Funds.** Grantee shall inform POST in writing, no later than **March 31, 2025** of the status of any potential unexpended balance (cost savings). Grantees failure to notify POST of any unexpended balance may result in the reduction or termination of future awards.

**5.10 Monitoring.** The State shall monitor this Grant through review of submitted reports and other documents as necessary or may also conduct on-site monitoring of the Grantee to determine whether performance goals, administrative standards, financial management and other requirements of the Grant have been met.

**5.11 Mandatory Attendance.** Grantee attendance at webinars and trainings conducted by POST to enhance the administration of the Grant program is required. Grantee will be notified of all such trainings at least 30 days in advance and shall be reimbursed by POST for per diem and lodging.

**5.12 POST Acknowledgement.** Grantees are encouraged to make the results and accomplishments of their project activities available to the public. All materials published or resulting from award activities, including videos must contain an acknowledgement of POST support.

**5.13 Publications.** The grant recipient agrees that any publications, whether written, visual or audio, but excluding press releases, newsletters and issue analysis, issued by the grantee describing training funded in whole or part shall contain the following statement: "This training was supported by a grant from the State of Colorado Office of Peace Officer Standards and Training".

**5.14 Curriculum and Instructor Review.** Training courses (except for out of state training) and instructors funded by the POST Region Grant Program must be reviewed by POST and assigned a course number prior to the course start date. POST is not liable to reimburse the Grantee for classes that have not been reviewed or assigned a course code number prior to the training. Instructor programs require POST-Board Subject Matter Expert (SME) Committee approval.

**5.15 Eligible Training Recipients.** POST training region funds are for peace officers who are current employees of law enforcement agencies within the State of Colorado. Civilian employees, civilian employees of law enforcement agencies, federal employees or military personnel may enroll in these courses **only** if there are extra spaces available and no peace officers are displaced or wait listed. Civilian, federal and military personnel **may not** be provided POST funds for scholarships, nor may funds be used to provide refreshments or class supplies. If personnel attending classes are not peace officers the

Training Region is responsible to identify those names on the attendance roster prior to submitting the roster to POST. Grantees may not include civilian, military or military personnel in their reporting numbers to POST or include them in the number of students attending in the grant management data base.

- 5.16 Ineligible Training Recipients:** Law enforcement agencies who are suspended from receiving or attending any POST funded training may not benefit from POST-funded classes. The suspension remains in affect until December 31, 2024. The Training Region is responsible to ensure officers from these agencies are not the recipients of POST-funded training. POST is not liable to reimburse the Grantee for personnel attending classes from law enforcement agencies who are suspended from receiving or attending POST-funded training. The following law enforcement agencies are suspended from receiving or attending any POST funded training until December 31, 2024:

|                                          |
|------------------------------------------|
| <b>Greater Metro Training<br/>Region</b> |
| Thornton Fire Department                 |

- 5.17 Equipment Report.** If your grant purchased equipment a POST-Inventory Equipment Report must be submitted by June 30th each year. Equipment records must be retained for seven (7) years from the date the report is submitted to POST. If any litigation, claim or audit is started before the expiration of the seven-year period, the records shall be retained until the litigation, claims, or audit findings involving records have been resolved.
- 5.18 Retention of Records.** All grant records must be retained for three (3) years after the end of the state fiscal year that includes the end date of the grant. For example, if the grant ended 6/30/2018, the state fiscal year would be July 1, 2017 to June 30, 2018. The files could be destroyed after June 30, 2021. If an audit is in progress and/or the findings of a completed audit have not been resolved satisfactorily, then records must be retained beyond the three-year period until such issues are resolved.
- 5.19 Grant Records.** Grant records include all financial records, supporting documentation, statistical records, and all other records pertinent to the grant. These include books of original entry, source documents supporting accounting transactions, the general ledger, subsidiary ledgers, personnel and payroll records, consultant/volunteer time and activity reports, canceled checks, related documents and records.
- 5.20 Conflict of Interest.** In addition to any other applicable laws, the provisions of this section shall apply to all POST grant agreements:

The following individuals shall not solicit or accept, directly or indirectly, any personal benefit or promise of a benefit from the grant recipient or a person negotiating, doing business with, or planning, within the individual's knowledge, to negotiate or do business with the contracting agency:

*A member, or any other person or entity under contract with any governmental body that exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the project, including but not limited to any employee of the contracting agency or any person serving as the monitor of a personal services contract or a member of the immediate family of any individual described above.*

No individual described in paragraph (2) of this subsection shall use his or her position, influence, or information concerning such negotiations, business, or plans to benefit him or herself or another.

A grant recipient shall agree that at the time of contracting the grant recipient has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of the grant recipient's services. The grant recipient shall further covenant that, in the performance of the contract, the grant recipient shall not employ persons having any such known interests.

**5.21 Insurance.** Grantee shall obtain and maintain insurance as specified in the grant agreement at all times during the term of the award.

**5.22 Revision to Guidelines.** In response to new state regulations, or to changing circumstances among law enforcement training community or to resources available to peace officers, it may, from time to time, be necessary to change the POST Grant Program Guidelines. Changes impacting grant recipients will be communicated to Regional grantees in order to seek input prior to implementation.

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Colorado Peace Officer  
Standards and Training



Exhibit B - Central Mountain Training Region

Overall Summary

|                  | Requested    | Approved     |
|------------------|--------------|--------------|
| Training         | \$122,425.00 | \$122,425.00 |
| Equipment        | \$6,000.00   | \$6,000.00   |
| Scholarships     | \$15,300.00  | \$3,504.00   |
| Grant Management | \$6,596.00   | \$6,596.00   |
| Program Delivery | \$13,193.00  | \$13,193.00  |
| Grand Total      | \$163,514.00 | \$151,718.00 |



# Colorado Peace Officer Standards and Training



## Exhibit B

### Equipment

| Title           | Description                                            | Equipment Category | Equipment Expense | Serial/VIN #/Unique Identifier | Grantee Comments | Approved Amount   |
|-----------------|--------------------------------------------------------|--------------------|-------------------|--------------------------------|------------------|-------------------|
| Ammunition      | Ammunition and UTM ammo for regional training classes. | Ammo/Simmuni tions | \$5,000.00        |                                |                  | \$5,000.00        |
| Range Materials | Range supplies                                         | Firearms           | \$1,000.00        |                                |                  | \$1,000.00        |
|                 |                                                        |                    | <b>\$6,000.00</b> |                                |                  | <b>\$6,000.00</b> |



Colorado Peace Officer  
Standards and Training



Exhibit B

Scholarships

| Title        | Description              | Expense<br>Backfill<br>Cost | Expense<br>Tuition/Re<br>gistration<br>Fee | Expense<br>Student<br>Per Diem | Expense<br>Lodging | Expense<br>Training<br>Supplies | Total  | Grantee<br>Comments | Approved<br>Amount |
|--------------|--------------------------|-----------------------------|--------------------------------------------|--------------------------------|--------------------|---------------------------------|--------|---------------------|--------------------|
| Scholarships | Regional<br>scholarships | \$0.00                      | \$15,300.00                                | \$0.00                         | \$0.00             |                                 |        |                     | \$3,504.00         |
|              |                          | \$0.00                      | \$15,300.00                                | \$0.00                         | \$0.00             | \$0.00                          | \$0.00 |                     | \$3,504.00         |





Colorado Peace Officer  
Standards and Training



Exhibit B

Class Details

Course ID (if known at time of application)

Form 8 Required

Class Title

Class #2 Red Dot Instructor

Class Description

Red Dot Instructor Course

Training Category

Firearms

Start Date (est.)

09/11/2024

End Date (est.)

09/13/2024

Name of Facility

Pueblo Police Department Range

Hosting Agency

Pueblo Police Department

Class Location City

Pueblo CO



## Colorado Peace Officer Standards and Training



### Exhibit B

#### Provider Name

Kleiber Investigations

#### Instructor Name

Dave Kleiber

#### Anticipated # of Students

20

#### Estimated Length of Class (# of hrs)

24

### Financial Details

#### Expense Facility Fee

#### Expense Training Supplies

\$3,000.00

#### Expense Refreshments

\$300.00

#### Expense Instructor Costs

\$9,000.00

#### Expense Backfill Cost

#### Expense Per Diem



Colorado Peace Officer  
Standards and Training



## Exhibit B

### Expense Lodging

---

### Additional Comments

---

### Total Expense

---

\$12,300.00



Colorado Peace Officer  
Standards and Training



Exhibit B

Class Details

Course ID (if known at time of application)

Form 8 Required

Class Title

Class #3 POST Approved Handgun Instructor

Class Description

POST approved handgun Instructor training.

Training Category

Firearms

Start Date (est.)

10/21/2024

End Date (est.)

10/25/2024

Name of Facility

Pueblo Police Department Firearms Range

Hosting Agency

Pueblo Police

Class Location City

Pueblo CO, 81003



## Colorado Peace Officer Standards and Training



### Exhibit B

#### Provider Name

Kleiber Investigations

#### Instructor Name

Dave Kleiber

#### Anticipated # of Students

20

#### Estimated Length of Class (# of hrs)

40

### Financial Details

#### Expense Facility Fee

#### Expense Training Supplies

\$3,000.00

#### Expense Refreshments

\$500.00

#### Expense Instructor Costs

\$15,000.00

#### Expense Backfill Cost

#### Expense Per Diem



Colorado Peace Officer  
Standards and Training



## Exhibit B

### Expense Lodging

---

### Additional Comments

---

### Total Expense

---

\$18,500.00



Colorado Peace Officer  
Standards and Training



Exhibit B

Class Details

Course ID (if known at time of application)

Pending

Class Title

Class #4 Glock Armor

Class Description

Glock Armor Course.

Training Category

Firearms

Start Date (est.)

11/20/2024

End Date (est.)

11/20/2024

Name of Facility

Pueblo Police Department Community Room

Hosting Agency

Pueblo Police Department

Class Location City

Pueblo Co, 81003



## Colorado Peace Officer Standards and Training



### Exhibit B

**Provider Name**

Glock

**Instructor Name**

Pending

**Anticipated # of Students**

25

**Estimated Length of Class (# of hrs)**

8

### Financial Details

**Expense Facility Fee****Expense Training Supplies****Expense Refreshments**

\$125.00

**Expense Instructor Costs**

\$8,750.00

**Expense Backfill Cost****Expense Per Diem****Expense Lodging**





Colorado Peace Officer  
Standards and Training



## Exhibit B

### Additional Comments

---

### Total Expense

---

\$8,875.00



Colorado Peace Officer  
Standards and Training



Exhibit B

Class Details

Course ID (if known at time of application)

Pending

Class Title

Class #5 Evenpulse Resiliency

Class Description

Officer Resiliency

Training Category

Management & Emotional Survival

Start Date (est.)

12/19/2024

End Date (est.)

12/19/2024

Name of Facility

Pikes Peak State College

Hosting Agency

Pikes Peak State College Police Department

Class Location City

Colorado Springs



Exhibit B

Provider Name

Evenpulse

Instructor Name

Stephen Robinson

Anticipated # of Students

30

Estimated Length of Class (# of hrs)

8

Financial Details

Expense Facility Fee

Expense Training Supplies

Expense Refreshments

\$150.00

Expense Instructor Costs

\$5,000.00

Expense Backfill Cost

Expense Per Diem

Expense Lodging



Colorado Peace Officer  
Standards and Training



## Exhibit B

### Additional Comments

---

### Total Expense

---

\$5,150.00



Colorado Peace Officer  
Standards and Training



Exhibit B

Class Details

Course ID (if known at time of application)

IV0082

Class Title

Class # 6 TRUTH Interview and Interrogation

Class Description

Interview and Interrogation

Training Category

Interview & Interrogation

Start Date (est.)

12/03/2024

End Date (est.)

12/04/2024

Name of Facility

Pikes Peak State College

Hosting Agency

Pikes Peak State College Police Department

Class Location City

Colorado Springs



## Colorado Peace Officer Standards and Training



### Exhibit B

**Provider Name**

CallBox Training

**Instructor Name**

Tyrone Campbell

**Anticipated # of Students**

30

**Estimated Length of Class (# of hrs)**

16

### Financial Details

**Expense Facility Fee****Expense Training Supplies****Expense Refreshments**

\$300.00

**Expense Instructor Costs**

\$8,000.00

**Expense Backfill Cost****Expense Per Diem****Expense Lodging**



Colorado Peace Officer  
Standards and Training



## Exhibit B

### Additional Comments

---

### Total Expense

---

\$8,300.00



Colorado Peace Officer  
Standards and Training



Exhibit B

Class Details

Course ID (if known at time of application)

IV0081

Class Title

Class #7 LLRMI New Detective

Class Description

New Detective training for Police Officers

Training Category

Investigations

Start Date (est.)

01/06/2025

End Date (est.)

01/10/2025

Name of Facility

Pikes Peak State College

Hosting Agency

Pikes Peak State College Police Department

Class Location City

Colorado Springs Co





## Colorado Peace Officer Standards and Training



### Exhibit B

#### Provider Name

Legal Liability Risk Management Institute

#### Instructor Name

pending

#### Anticipated # of Students

30

#### Estimated Length of Class (# of hrs)

40

### Financial Details

#### Expense Facility Fee

#### Expense Training Supplies

#### Expense Refreshments

\$750.00

#### Expense Instructor Costs

\$14,500.00

#### Expense Backfill Cost

#### Expense Per Diem

#### Expense Lodging



Colorado Peace Officer  
Standards and Training



## Exhibit B

### Additional Comments

---

### Total Expense

---

\$15,250.00



Colorado Peace Officer  
Standards and Training



Exhibit B

Class Details

Course ID (if known at time of application)

pending

Class Title

Class #8 FBI LEEDA SLI

Class Description

Leadership training for police

Training Category

Leadership

Start Date (est.)

03/03/2025

End Date (est.)

03/07/2025

Name of Facility

Pueblo Police Department Community Room

Hosting Agency

Pueblo Police Department

Class Location City

Pueblo Co



Exhibit B

Provider Name

FBI

Instructor Name

Pending

Anticipated # of Students

25

Estimated Length of Class (# of hrs)

28

Financial Details

Expense Facility Fee

Expense Training Supplies

Expense Refreshments

\$625.00

Expense Instructor Costs

\$17,500.00

Expense Backfill Cost

Expense Per Diem

Expense Lodging



Colorado Peace Officer  
Standards and Training



## Exhibit B

### Additional Comments

---

### Total Expense

---

\$18,125.00



Colorado Peace Officer  
Standards and Training



Exhibit B

Class Details

Course ID (if known at time of application)

FA0038

Class Title

Class #9 Carbine Instructor

Class Description

Carbine Instructor for Police Officers

Training Category

Firearms

Start Date (est.)

03/17/2025

End Date (est.)

03/21/2025

Name of Facility

Pueblo Police Department Firearms Range

Hosting Agency

Pueblo Police Department

Class Location City

Pueblo Co



## Colorado Peace Officer Standards and Training



### Exhibit B

**Provider Name**

Kleiber Investigations

**Instructor Name**

Dave Kleiber

**Anticipated # of Students**

20

**Estimated Length of Class (# of hrs)**

40

### Financial Details

**Expense Facility Fee****Expense Training Supplies**

\$5,000.00

**Expense Refreshments**

\$500.00

**Expense Instructor Costs**

\$15,000.00

**Expense Backfill Cost****Expense Per Diem**



Exhibit B

Expense Lodging

---

Additional Comments

---

Total Expense

---

\$20,500.00





Colorado Peace Officer  
Standards and Training



Exhibit B

Class Details

Course ID (if known at time of application)

Pending

Class Title

Class #10 LLRMI Responding to Death Scenes

Class Description

Death Scene Response for Police Officers

Training Category

Investigations

Start Date (est.)

02/25/2025

End Date (est.)

02/26/2025

Name of Facility

Pikes Peak State College

Hosting Agency

Pikes Peak State College Police Department

Class Location City

Colorado Springs



Exhibit B

Provider Name

Legal Liability Risk Management Institute

Instructor Name

Pending

Anticipated # of Students

30

Estimated Length of Class (# of hrs)

16

Financial Details

Expense Facility Fee

Expense Training Supplies

Expense Refreshments

\$300.00

Expense Instructor Costs

\$6,500.00

Expense Backfill Cost

Expense Per Diem

Expense Lodging



Colorado Peace Officer  
Standards and Training



## Exhibit B

### Additional Comments

---

### Total Expense

---

\$6,800.00



Colorado Peace Officer  
Standards and Training



Exhibit B

Class Details

Course ID (if known at time of application)

TC0064

Class Title

Class # 11 PPD SWAT School

Class Description

PPD SWAT School

Training Category

Tactical & Specilized Teams

Start Date (est.)

04/28/2025

End Date (est.)

05/02/2025

Name of Facility

Pueblo Police Department Firearms Range and PPD

Hosting Agency

Pueblo Police Department

Class Location City

Pueblo Co



Exhibit B

Provider Name

PPD SWAT

Instructor Name

Captain Dan Anderson, Captain Zach Ballas

Anticipated # of Students

20

Estimated Length of Class (# of hrs)

40

Financial Details

Expense Facility Fee

Expense Training Supplies

\$6,000.00

Expense Refreshments

\$500.00

Expense Instructor Costs

Expense Backfill Cost

Expense Per Diem

Expense Lodging



Colorado Peace Officer  
Standards and Training



## Exhibit B

### Additional Comments

---

### Total Expense

---

\$6,500.00



Colorado Peace Officer  
Standards and Training



Exhibit B

Class Details

Course ID (if known at time of application)

Pending

Class Title

Class #12 Human Factors and Use of Force

Class Description

Human Factors and Use of Force lecture

Training Category

Use of Force

Start Date (est.)

01/22/2025

End Date (est.)

01/22/2025

Name of Facility

Pikes Peak State College

Hosting Agency

Pikes Peak State College Police

Class Location City

Colorado Springs CO



## Exhibit B

**Provider Name**

Ed Kafel

**Instructor Name**

Ed Kafel

**Anticipated # of Students**

25

**Estimated Length of Class (# of hrs)**

8

## Financial Details

**Expense Facility Fee**

**Expense Training Supplies**

**Expense Refreshments**

\$125.00

**Expense Instructor Costs**

\$2,000.00

**Expense Backfill Cost**

**Expense Per Diem**

**Expense Lodging**





Colorado Peace Officer  
Standards and Training



## Exhibit B

### Additional Comments

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### Total Expense

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\$2,125.00

## EXHIBIT C, SAMPLE OPTION LETTER

|                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                       |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>State Agency</b><br>Insert Department's or IHE's Full Legal Name                                                                                                                                                                                                                                                                                                                                              | <b>Option Letter Number</b><br>Insert the Option Number (e.g. "1" for the first option)                                                                                                                                               |
| <b>Grantee</b><br>Insert Grantee's Full Legal Name, including "Inc.", "LLC", etc...                                                                                                                                                                                                                                                                                                                              | <b>Original Agreement Number</b><br>Insert CMS number or Other Agreement Number of the Original Contract                                                                                                                              |
| <b>Current Agreement Maximum Amount</b><br>Initial Term<br>State Fiscal Year 20xx                      \$0.00<br>Extension Terms<br>State Fiscal Year 20xx                      \$0.00<br>State Fiscal Year 20xx                      \$0.00<br>State Fiscal Year 20xx                      \$0.00<br>State Fiscal Year 20xx                      \$0.00<br>Total for All State Fiscal Years              \$0.00 | <b>Option Agreement Number</b><br>Insert CMS number or Other Agreement Number of this Option<br><br><b>Agreement Performance Beginning Date</b><br>Month Day, Year<br><br><b>Current Agreement Expiration Date</b><br>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:**

- A. The effective date of this Option Letter is upon approval of the State Controller or \_\_\_\_\_, whichever is later.

|                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p style="text-align: center;"><b>STATE OF COLORADO</b><br/>         Jared S. Polis, Governor<br/>         INSERT-Name of Agency or IHE<br/>         INSERT-Name &amp; Title of Head of Agency or IHE</p> <hr style="width: 80%; margin-left: 0;"/> <p>By: Name &amp; Title of Person Signing for Agency or IHE</p> <p style="margin-top: 20px;">Date: _____</p> | <p style="text-align: center;">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.</p> <p style="text-align: center;"><b>STATE CONTROLLER</b><br/> <b>Robert Jaros, CPA, MBA, JD</b></p> <p style="margin-top: 20px;">By: _____<br/>         Name of Agency or IHE Delegate-Please delete if agreement will be routed to OSC for approval</p> <p style="margin-top: 20px;">Option Effective Date: _____</p> |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

**Exhibit D, Sample GRANT FUNDING CHANGE LETTER**

|                                                                                                                                                                                                                                                                                                                            |                                                                                                                 |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------|
| <b>State Agency</b><br>Insert Department's or IHE's Full Legal Name                                                                                                                                                                                                                                                        | <b>Grant Funding Change Letter Number</b><br>Insert the Option Number (e.g. "1" for the first option)           |
| <b>Contractor</b><br>Insert Contractor's Full Legal Name, including "Inc.", "LLC", etc...                                                                                                                                                                                                                                  | <b>Original Grant Number</b><br>Insert CMS number or Other Contract Number of the Original Contract             |
| <b>Current Contract Maximum Amount</b><br>Initial Term<br>State Fiscal Year<br>20xx<br>\$0.00<br>Extension Terms<br>State Fiscal Year<br>20xx<br>\$0.00<br>State Fiscal Year<br>20xx<br>\$0.00<br>State Fiscal Year<br>20xx<br>\$0.00<br>State Fiscal Year<br>20xx<br>\$0.00<br>Total for All State Fiscal Years<br>\$0.00 | <b>Grant Funding Change Letter Contract Number</b><br>Insert CMS number or Other Contract Number of this Option |
|                                                                                                                                                                                                                                                                                                                            | <b>Contract Performance Beginning Date</b><br>Month Day, Year                                                   |
|                                                                                                                                                                                                                                                                                                                            | <b>Current Contract Expiration Date</b><br>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: \_\_\_\_\_



**Background Paper for Proposed  
Ordinance**

**COUNCIL MEETING DATE:** August 12, 2024

**TO:** President Mark Aliff and Members of City Council

**CC:** Mayor Heather Graham

**VIA:** Marisa Stoller, City Clerk

**FROM:** Marisa Stoller, City Clerk

**SUBJECT:** AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND THE COUNTY OF PUEBLO, A POLITICAL SUBDIVISION OF THE STATE OF COLORADO, RELATING TO THE 2024 SPECIAL MUNICIPAL ELECTION

**SUMMARY:**

This Ordinance approves an Intergovernmental Agreement with Pueblo County to perform the functions required in the Administration of the November 5, 2024 Special Municipal Election to be conducted as a Coordinated Election and Mail Ballot Election.

**PREVIOUS COUNCIL ACTION:**

On July 8, 2024 City Council approved an Ordinance directing that the November 5, 2024 General Municipal Election be conducted as part of a Coordinated Election with Pueblo County.

Pursuant to §1-1-111(2), C.R.S., the City may contract with the County Clerk and Recorder of the County in which the political subdivision is organized to perform all or part of the required duties in conducting the election. The City has approved an IGA for Election Services each year the City has participated in a Coordinated Election with the County.

**BACKGROUND:**

The City is a home-rule city charged with the responsibility of providing for and governing the conduct of all its municipal elections pursuant to Articles 2, 3, 17, 18 and 19 of its Charter and Article XX of the Colorado Constitution. Section 1-7-116 C.R.S. requires entry into and performance of an intergovernmental agreement where political subdivisions and the County Clerk and Recorder cooperate in the conduct and financing of the election. The IGA outlines the allocation of the responsibilities between

the City and the County in the conduct of the election.

**FINANCIAL IMPLICATIONS:**

The City shall pay to the County Clerk the City's share of the actual cost of materials and services directly attributable to the City's participation in the Coordinated Election, including the preparation and mailing of a TABOR Notice, if necessary. The cost is estimated to be between \$100,000 and \$120,000. Funding for the costs associated with conducting the SpecialMunicipal Election have been allocated in the City Clerk's 2024 Departmental Budget.

**BOARD/COMMISSION RECOMMENDATION:**

It has been determined by the Board of Elections that it is in the best interest of the City and its residents to participate in and conduct its election as a coordinated election and mail ballot election in accordance with the procedures and requirement of the Uniform Election Code of 1992, except to the extend same conflict with a specific provision of the City Charter.

**STAKEHOLDER PROCESS:**

Not applicable.

**ALTERNATIVES:**

None. Per Section 17-2 of the City Charter general municipal elections shall be held on the First Tuesday in November. It is more cost effective for the City to participate in a Coordinated Election than for the City to independently conduct its own election.

**RECOMMENDATION:**

Approval of the Ordinance

**ATTACHMENTS:**

1. 2024 Election IGA

ORDINANCE NO. 10754

AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND THE COUNTY OF PUEBLO, A POLITICAL SUBDIVISION OF THE STATE OF COLORADO, RELATING TO THE 2024 SPECIAL MUNICIPAL ELECTION

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

SECTION 1.

The Intergovernmental Agreement for election services between the City of Pueblo, a Colorado municipal corporation and the County of Pueblo, a political subdivision of the State of Colorado, dated August 12, 2024, 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 Intergovernmental 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 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 July 22, 2024.

Final adoption of Ordinance by City Council on August 12, 2024.

  
\_\_\_\_\_  
President of City Council



**Action by the Mayor:**

☒ Approved on 8/14/2024.

☐ Disapproved on \_\_\_\_\_ based on the following objections:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Mayor

*[Signature]*

**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

*[Signature]*  
\_\_\_\_\_  
City Clerk

## **INTERGOVERNMENTAL AGREEMENT**

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2024, between Pueblo County, a political subdivision of the State of Colorado, on behalf of the Clerk and Recorder of Pueblo County, hereinafter referred to as the "County Clerk," and the City of Pueblo, a Colorado Municipal Corporation, hereinafter referred to as "City."

WITNESSED:

WHEREAS, the City is a home-rule city charged with the responsibility of providing for and governing the conduct of all of its municipal elections pursuant to Articles 2, 3, 17, 18, and 19 of its Charter and Article XX of the Colorado Constitution; and

WHEREAS, the County Clerk has the facilities to perform the functions required in the administration of those elections and is authorized to conduct elections as provided by law; and

WHEREAS, Colorado Constitution Article XIV, Section 18 (2)(a), and C.R.S. § 29-1-203, as amended, authorize the County Clerk and the City to cooperate or contract with each other to provide any function, service, or facility lawfully authorized to each; and

WHEREAS, by Ordinance enacted on July 8, 2024, the City has determined that it is in the best interests of the City and its residents to participate in and conduct its election to be held on November 5, 2024, as a "coordinated election" and "mail ballot election" in accordance with the procedures and requirements of the Uniform Election Code of 1992 and related rules and regulations promulgated by the Colorado Secretary of State (collectively, "the Code"), except to the extent same conflict with a specific provision of the Charter; and

WHEREAS, C.R.S. § 1-7-116, the Code requires entry into and performance of intergovernmental agreements where political subdivisions and the county clerk and recorder cooperate in the conduct and financing of the election and provide for reasonable sharing of costs; and

WHEREAS, the Constitution of Colorado, Article X, Section 20 and the Code, require the production of a mailed Notice ("TABOR Notice") concerning certain ballot issues that may be submitted to the electors of the City; and

WHEREAS, the TABOR Notices of several jurisdictions are to be sent as a package where jurisdictions overlap ("TABOR Notice Package"); and

WHEREAS, the need to produce the TABOR Notice Package requires that there be County-wide coordination of the production and mailing of the TABOR Notice Package to effectuate the purposes of said constitutional section; and

WHEREAS, the County Clerk and Recorder of Pueblo County and the City desire to set forth their respective responsibilities in the production and mailing of the TABOR Notice Package for elections conducted pursuant to this Intergovernmental Agreement; and

WHEREAS, the County Clerk and the City have determined that it is in the best interests of the County, the City, and their respective inhabitants and landowners to cooperate and contract concerning the coordinated election on November 5, 2024 upon the terms and conditions contained

herein.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants and promises contained herein, the sufficiency of which is hereby acknowledged, the parties agree as follows:

I. GENERAL MATTERS:

A. Purpose:

The purpose of this Agreement is to set forth the tasks to be completed by the County Clerk and the City in the conduct and financing of the November 5, 2024 election.

B. Coordinated Election Official and Other Election Personnel:

Except as otherwise provided in this Section, the County Clerk shall act as the Coordinated Election Official for the conduct of the election for the City for all matters in the Code which require action by the Coordinated Election Official, except to the extent such action must be performed by the City Clerk or City's Board of Elections pursuant to Charter requirements and except as otherwise provided in this Agreement.

The City designates Marisa Stoller, City Clerk, as its "Designated Election Official" who, together with the City's Board of Elections, shall be the primary liaison between the City and the County Clerk and who shall have the primary responsibility for the conduct of the election procedures to be handled by the City hereunder and who shall cooperate with the County Clerk in the conduct of the election.

- C. The County Clerk shall conduct the coordinated election on November 5, 2024 in conformity with the Code. The City shall provide explicit written instruction to County Clerk regarding any action City determines the County Clerk must perform that is required by the City Charter and which conflicts with the Code. With respect to the November 5, 2024 election, the Parties have communicated in advance of this Agreement and have determined that no deviations from the Code are currently being requested.
- D. The parties acknowledge that for the purposes of the coordinated election on November 5, 2024, regardless of any registration requirements in the City Charter or City Code, the County Clerk will decide who is eligible to receive ballots pursuant to C.R.S. §1-2-101.
- E. The parties acknowledge that all interpretations of the City Charter and City Code shall be and remain the sole responsibility of, and are to be exclusively handled by, the City.

## II. DUTIES OF THE COUNTY CLERK:

The County Clerk shall perform the following duties for the City in connection with the conduct of the coordinated election to the extent required:

- A. Determine the "least cost" method for mailing the TABOR Notice Package.
- B. Combine the text of the TABOR Notice produced by the City, if any, with those of other jurisdictions to produce the TABOR Notice Package. The County Clerk may determine the order of the TABOR Notice submitted by the City and those of other jurisdictions to be included in the TABOR Notice Package, provided, however, that the materials supplied by the City shall be kept together as a group and in the order supplied by the City, unless as otherwise required by the Code.
- C. Address the TABOR Notice package to "all registered voters" at each address of one or more active registered electors of the City. Nothing herein shall preclude the County Clerk from sending the TABOR Notice or Notice Package to persons other than electors of the City if such sending arises from the County Clerk's efforts to mail the TABOR Notice Package at "least cost".
- D. Mail the TABOR Notice Package, as required by the Code.
- E. Provide the final layout of the mail ballots and official ballots to the City in order to permit the City to review, proofread, and approve before the County Clerk authorizes the printing of the ballots. Within twenty-four (24) hours of receipt of ballots from County Clerk, the City shall return the ballots following review, proofreading and approval.
- F. Arrange for the printing, and have printed, all mail ballots and official ballots. In consultation with the Designated Election Official, the County Clerk will order the number of ballots reasonably expected to be required to be printed for each Voter Service Poling Center ("VSPC").
- G. Mail to all active registered electors eligible to vote in the City's November 5, 2024 coordinated election at the last mailing address appearing in the County Clerk's records, a mail ballot packet, as required by law.
- H. Appoint, train, pay and as required by law, provide written materials to a sufficient number of qualified election judges to adequately serve the number of electors anticipated to vote in the coordinated election. The election judges for the City election may be the same persons as are employed for elections held by other jurisdictions on the same day and at the same VSPC(s).
- I. Conduct such formal training sessions for the election judges as deemed reasonably

necessary by the County Clerk.

- J. Perform all services necessary for mail ballot in the City's coordinated election, including preparing of mail ballots and mail ballot voter materials, and receiving and processing of applications for mail ballots, mailing mail ballot materials, receipt of mail ballot materials, checking voter qualifications, and preparation for counting, opening, and conduct of the VSPC(s).
- K. Oversee the performance of the election judges with respect to their posting duties of required sample ballot, instruction cards, precinct maps, and other interior VSPC(s) postings as may be required by law.
- L. Certify the results of the City's election within the time required by law and forthwith provide the City with a copy of all election statements and certificates which are to be created under the Code and provide City with election abstracts and official certifications in such number as the City may reasonably require.
- M. Store all voted ballots for a minimum of twenty-five (25) months and all signature cards of electors who cast ballots at the election for a minimum of twenty-five (25) months, and all other materials required by law to be saved for twenty-five (25) months. If necessary, in connection with or to resolve any challenge, suit, or other legal question that might arise regarding the election, the City requires access to stored ballots, the County Clerk shall cooperate with the City to provide appropriate access to the same.
- N. Facilitate special accommodations for all military and overseas citizens as provided by the Uniformed and Overseas Citizens Absentee Voting Act.
- O. Conduct a recount of any contest where the final ballot tabulation mandates a recount under C.R.S. § 1-10.5-101 or if requested by an interested party C.R.S. § 1-10.5-106.

### III. ELECTION COSTS:

- A. County Clerk shall keep a careful, accurate, and contemporaneous accounting of time, supplies, and salaries chargeable to the City including
  - 1. Charging the City for that portion of staff time, including salary and benefits, directly attributable to conducting the coordinated election on behalf of the City and that portion of building rental, both for set-up and VSPC's and materials directly attributable to the City for the preparation and conduct of the coordinated election.
  - 2. Charging the City for the cost of election and mail ballot judges, provided, however, that such cost shall be prorated by multiplying the number of

judges and dividing the result by the number of jurisdictions utilizing each VSPC.

3. The cost of any recount(s) will be charged and prorated among each of the participating Public Entities involved in the recount.

- B. Adhere to all applicable provisions of the Code which are necessary or appropriate to the performance of the above duties.

#### IV. DUTIES OF THE CITY:

In consideration of the foregoing, the City agrees to perform the following tasks and activities to the extent required:

- A. Provide the County Clerk all TABOR Notices concerning City ballot issues in the manner required by the Code on or before September 23, 2024, by 4:30 p.m. Such TABOR Notice shall include:
  1. The election date, hours, ballot title, text, and the City's local election office address and the City's election office telephone number.
  2. For proposed City tax or bonded debt increases, the estimated or actual total of City fiscal year spending for the current year and each of the past four years and the overall percentage and dollar change.
  3. For the first full fiscal year of each proposed City tax increase, City estimates of the maximum dollar amount of each increase and of district fiscal year spending without the increase.
  4. For proposed City bonded debt, its principal amount and maximum annual and total district repayment cost and the principal balance of total current City bonded debt and its maximum annual and remaining total City repayment cost.
  5. Two summaries, up to five hundred (500) words each, one for and one against any ballot proposal, of written comments filed with the Designated Election Official. The summary shall neither mention names of persons or private groups nor make any endorsements of or resolutions against the proposal. Petition representatives following these rules shall write this summary for their petition. The Designated Election Official shall maintain and accurately summarize all other relevant written comments.
  6. Summarize written comments concerning ballot issues following receipt of such comments received from the Designated Election Official and the public as necessary for use in the TABOR Notice.

7. A completed TABOR Notice shall be provided to the County Clerk in Microsoft Word format. Regardless of the total number of pages, the submission to the County Clerk shall be on one side of each page. This submission shall be in the form that shall be printed by the County Clerk and may not be changed by the City following submission to the County Clerk without special written dispensation from the County Clerk (such dispensation may be withheld for any or no reason) and shall be provided to the County Clerk on or before September 24, 2024.
- B. Perform such acts as may be required by law or the City Charter, including circulation, approval, review, and all other activities, relating to any matter that may concern the City. The Designated Election Official shall interact with any City petition representatives, including but not limited to, working to ensure that the Designated Election Official receives the summary of written comments for their petition within the time required by law.
- C. Certify the complete ballot content to the County Clerk, on or before September 6, 2024; review, proofread, and approve the final ballot and provide to the County in the same manner set forth, within the time required by law and provide the ballot content in hard copy and in Microsoft Word format.
- D. Review, proofread and confirm the layout, format, and text of the official ballots within twenty-four (24) hours of receipt before the County Clerk authorizes the printing of the ballots.
- E. Pay to the County Clerk the City's share of the actual cost of materials and services specified in items 1-10 of this Section, Paragraph E. upon receipt of the itemized statement for same. (The City agrees to compensate the County Clerk on a prorated basis for costs not solely related to the City's election, and to pay full cost of materials and services solely related to the City's election). The City represents that funds have been appropriated for this Election and are sufficient to compensate the County Clerk for the services described in this Agreement.
  1. Actual costs of services, materials, and mileage associated with the conduct of the election. Actual costs include, but are not limited to, the costs of labor, printing, and materials itemized, identified, and consumed for the conduct of the City's election. The actual cost of labor includes the actual hourly wage, including overtime whether paid or provided as compensatory time, and all associated benefits paid to each staff member, which are directly attributable to conducting the coordinated election on behalf of City.
  2. Actual costs for a complete alphabetical listing of electors, in electronic format.
  3. Actual costs for alphabetical listing by precinct.

4. Actual costs for election preparation, set-up and tabulation and processing charge.
  5. Actual costs of building rental for set-up activities and VSPC.
  6. Actual costs for election and mail ballot judges.
  7. Actual costs of preparation and publication of all notices required by the Election Code.
  8. Actual cost of preparing and printing the ballots.
  9. Actual costs for all mailings.
  10. Any other cost or expense shall be as mutually agreed to between the City and the County Clerk. Such agreement shall be in writing and signed by both parties in compliance with Section VI., Paragraph B. herein.
- F. Within the time frames established by C.R.S. § 1-10-201, the City shall appoint two (2) members to serve on the Canvass Board. Clerk and Recorder shall be a member of the Canvass Board, as well as two (2) appointees of any other political subdivision that is participating in the election.
  - G. Provide a current, accurate map with a legal description of the City and its boundaries. In addition, the City shall provide necessary GIS data to reflect its current boundaries.
  - H. The City and its Designated Election Official shall cooperate with the Coordinated Election Official in the conduct of all dates and responsibilities of the Coordinated Election Official in the conduct of the election.
  - I. The City shall notify County Clerk in writing regarding actions City requests County Clerk to undertake when provisions of the City Code or Charter conflict with the Uniform Election Code.
  - I. The City shall be solely liable in the event the conduct of the Election does not conform with the City Charter or City Code.

V. TERM/TERMINATION:

This Agreement is intended to apply to the November 5, 2024 election. The effective date of this Agreement is upon the signatures of the parties to this Agreement, except as to those activities mandated by statute, and shall automatically terminate on February 28, 2025,



provided, however, that the County Clerk's record retention obligations provided in Section II., Paragraph M., shall survive termination.

VI. OTHER:

A. CANCELLATION OF ELECTION BY THE CITY:

In the event that the City, at some time after the effective date of this Agreement, resolves not to hold the election, then notice of such resolution shall be provided to the County Clerk immediately. The City shall promptly pay the County Clerk the full actual costs of the activities of the County Clerk, relating to the City's costs associated with the election, both before and after the County Clerk's receipt of such notice. The City shall publish notice, as defined in the Code, of such cancellation in at least two (2) newspapers of general circulation in Pueblo County. The County Clerk shall post notice of the cancellation in the Office of the County Clerk and the Contact Officer shall post notice of the cancellation on the official bulletin board located in the lobby of City Hall, #1 City Hall Place, Pueblo, CO 81003. The City shall not cancel the election after September 2, 2024. This section is not intended to affect nor apply to any initiated matter deemed cancelled pursuant to C.R.S. § 31-2-210(3.5).

- B. This Agreement constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, representation, and understandings between them. All duties, services, labor expenses, and costs needed or required in connection with this election that are attributable to the City, other than those specified above or by amendment to this Agreement, shall be provided by, and be the sole responsibility of, the City. No variation or modification of this Agreement and no waiver of any of the Agreement's provisions or conditions will be binding unless made in writing and signed by duly authorized owners, principals, or officers of the City and Pueblo County. This Agreement shall be construed and enforced according to the laws of the State of Colorado.

This Agreement shall be binding upon and inure to the benefit of the parties to it and their respective legal representatives, successors, and assigns. Any delegation or assignment of this Agreement by either party without the prior written consent of the other party shall be void. The subject headings of the paragraphs of this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of its provisions.

- C. Except as set forth elsewhere in this paragraph, all notices to be given in this Agreement shall be made in writing and shall be sufficient if delivered personally due to the need for timely transmission of information to the other party at the following addresses:

Pueblo County Clerk and Recorder  
Attention: Candace Rivera  
Pueblo County Election Division 201 West Eighth Street, 7<sup>th</sup> Floor  
Pueblo, CO 81003  
719-583-4622

and

City of Pueblo  
Attention: Marisa Stoller, City Clerk  
#1 City Hall Place  
Pueblo, CO 81003  
719-553-2669

D. CONFLICT OF AGREEMENT WITH LAW:

In the event that any provision of this Agreement conflicts with the Code or other statutory or regulatory law, this Agreement shall be modified to conform to such law. No subsequent resolution of the Board of County Commissioners or of the City shall impair the rights of the County Clerk or the City hereunder without the consent of the other party to this Agreement except as provided by Section V. herein.

E. TIME OF THE ESSENCE:

Time is of the essence of this Agreement. The statutory time requirements of the Code shall apply to the completion of the tasks required by this Agreement except as those time requirements are specifically modified in this Agreement as a result of the provisions in the City Charter.

F. GOOD FAITH:

The parties shall implement this Agreement in good faith including acting in good faith in all matters that require joint or coordinated action.

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

**ATTEST:**

**PUEBLO COUNTY, COLORADO**

By: \_\_\_\_\_  
Clerk to the Board

By: \_\_\_\_\_  
Chairman, Board of County Commissioners

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

**ATTEST:**

**CITY OF PUEBLO,  
A MUNICIPAL CORPORATION**

By: \_\_\_\_\_  
City Clerk

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

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

**APPROVED AS TO FORM:**

**APPROVED AS TO CONTENT:**

By: \_\_\_\_\_  
City Attorney's Office

By: \_\_\_\_\_  
Pueblo County Clerk and Recorder

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

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

By: \_\_\_\_\_  
Pueblo County Attorney's Office

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



**Background Paper for Proposed Ordinance**

**COUNCIL MEETING DATE:** August 12, 2024

**TO:** President Mark Aliff and Members of City Council

**CC:** Mayor Heather Graham

**VIA:** Marisa Stoller, City Clerk

**FROM:** Carla Sikes, City Attorney

**SUBJECT:** AN ORDINANCE SUBMITTING TO THE ELIGIBLE ELECTORS OF THE CITY OF PUEBLO, COLORADO AT THE SPECIAL MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 5, 2024, A PROPOSED AMENDMENT TO SECTIONS 3-5 AND 5-2 OF THE CHARTER OF THE CITY OF PUEBLO SETTING THE MAXIMUM PENALTY FOR VIOLATION OF THE CHARTER AND PUEBLO MUNICIPAL CODE AND FIXING THE BALLOT TITLE THEREFOR

**SUMMARY:**

Attached is a proposed Ordinance referring to the registered voters of the City proposed amendments to the City's Charter.

**PREVIOUS COUNCIL ACTION:**

Sections 3-5 and Section 5-2 of the City Charter were last amended in 2008.

**BACKGROUND:**

This Ordinance is part of a larger modernization effort by City staff to amend the Charter to make it consistent with state statute. In 2013, the Colorado legislature increased the maximum amount of allowable fines in municipal courts from \$1,000 to \$2,650. This Ordinance proposes to amend the Charter to bring fines levied by Municipal Court in line with fines allowed pursuant to C.R.S. § 13-10-113. The new Charter provision allows maximum fines to be set by City Council Ordinance. This will provide more flexibility and allow Council to determine fines as deemed appropriate up to the maximum amount allowed by state statute.

**FINANCIAL IMPLICATIONS:**

Financial implications include the cost of placing this Ordinance along with other proposed Charter amendments on the ballot at the 2024 Special Election.

**BOARD/COMMISSION RECOMMENDATION:**

Not applicable to this Ordinance.

**STAKEHOLDER PROCESS:**

None.

**ALTERNATIVES:**

A “no action” alternative would keep the Charter in its current form and limit the maximum fine allowed to \$1,000.00.

**RECOMMENDATION:**

Approve the Ordinance.

**ATTACHMENTS:**

None

ORDINANCE NO. 10755

AN ORDINANCE SUBMITTING TO THE ELIGIBLE ELECTORS OF THE CITY OF PUEBLO, COLORADO AT THE SPECIAL MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 5, 2024, A PROPOSED AMENDMENT TO SECTIONS 3-5 AND 5-2 OF THE CHARTER OF THE CITY OF PUEBLO SETTING THE MAXIMUM PENALTY FOR VIOLATION OF THE CHARTER AND PUEBLO MUNICIPAL CODE AND FIXING THE BALLOT TITLE THEREFOR

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

SECTION 1.

There is hereby submitted to a vote of the registered electors of the City of Pueblo at the special municipal election to be held on November 5, 2024, proposed amendments to the Charter of the City of Pueblo, more particularly set forth in Section 3 of this Ordinance.

SECTION 2.

This ballot title (submission clause and title) for the proposed Charter Amendment set forth in Section 3 hereof is hereby fixed and adopted as follows:

**BALLOT QUESTION NO. \_\_\_\_ - CHARTER AMENDMENT**

(\_\_\_\_\_)

SHALL SECTIONS 3-5 AND 5-2 OF THE CHARTER OF THE CITY OF PUEBLO BE AMENDED TO UPDATE THE CHARTER TO ALLOW CITY COUNCIL TO SET BY ORDINANCE THE MAXIMUM PENALTY TO BE IMPOSED BY MUNICIPAL COURT CONSISTENT WITH COLORADO REVISED STATUTES?

-- YES  
-- NO

SECTION 3.

There is hereby submitted to a vote of the registered electors of the City of Pueblo at the special municipal election to be held on November 5, 2024, an amendment to the Charter of the City of Pueblo, as follows: (brackets indicate matter being deleted, underscoring indicates new matter being added)

ARTICLE 3

City Council

### Section 3-5. – **General Powers**

The Council shall have the power to adopt all ordinances, resolutions or other legislation conducive to the welfare of the people of the City and not inconsistent with this Charter, and the Council shall not perform any executive functions except those functions assigned to the Council by this Charter. The Council shall:

- a. Have all legislative powers of municipal government conferred by general law, except as provided in this Charter. The Council shall act only by ordinance in matters of legislation or appropriations, or when action by ordinance is otherwise required by this Charter, by ordinance, or by general law; and may act by ordinances or resolutions in other matters. When Council expresses opinions, principles, facts or propositions, it shall be in the form of a resolution [;].
- b. Provide for penalties for violations of its ordinances. No fines or imprisonments shall exceed the following limits: Fines, [one thousand dollars (\$1,000.00)] **such amount set forth in Section 13-10-113, C.R.S., as amended**; imprisonment, one (1) year; or a combination of both fine and imprisonment within the designated limits. The amount by which any fine exceeds three hundred dollars (\$300.00) is dedicated to graffiti control and removal and other law enforcement activities as determined by Council.
- c. Not be otherwise limited in its punitive or enforcement measures.
- d. Approve compensation for boards, commissions and all employees in the Classified and Unclassified Service.
- e. Have the discretion to investigate any agency and the official acts of any officer or employee thereof, and may compel by subpoena attendance and testimony of witnesses and production of books and documents.
- f. Establish and adopt by ordinance or resolution five-year goals and one-year objectives for the City, which goals and objectives shall be reviewed and revised annually by the Council. In doing so, Council shall consult with the Mayor, seek advice from appropriate boards and commissions, and hold one or more public hearings before adopting or revising the goals and objectives of the City.
- g. Hire the personnel necessary to enable the Council to adequately perform its duties [;].
- h. Not interfere in executive appointments or removals except for the purpose of confirmation on appointments. The Council and its members shall deal with the administrative service solely through the Mayor and neither the Council nor any member thereof shall give orders to any subordinates of the Mayor either publicly or privately. Council shall not interfere in the removal of heads or directors of bureaus, departments, city employees, or Mayor-appointed boards and commissions.

i. Faithfully execute and comply with all laws, ordinances, regulations and resolutions of the City and all laws of the State of Colorado and the United States of America which apply to the City.

## ARTICLE 5

### Municipal Court

#### Section 5-2. - **Penalty for Violation**

Any person who shall violate any of the provisions of this Charter for the violation of which no punishment has been provided herein, shall be deemed guilty of an offense, and upon conviction thereof shall be punished by a fine **in an amount set by ordinance** not exceeding **such amount set forth in Section 13-10-113, C.R.S., as amended** [one thousand dollars (\$1,000.00)] or by imprisonment not exceeding one (1) year, or by both such fine and imprisonment. Other punitive or enforcement measures as adopted by the City Council shall be enforced.

#### SECTION 4.

The City Council does hereby find, determine and declare that the ballot title set forth in Section 2 hereof fairly expresses the true meaning and intent of the referred Charter amendment.

#### SECTION 5.

The officials of the City are authorized and directed to take all actions necessary, appropriate or required to implement the provisions of this Ordinance. The City Clerk is directed to publish notice of election of the proposed Charter Amendment in conformity with the provision of C.R.S. 1-7.5-101 *et seq.* and C.R.S. 31-2-210(4) and to certify the Ballot Title to the Pueblo County Clerk and Recorder no later than sixty days before the November 5, 2024 coordinated election, as provided by C.R.S. 1-5-203(3) and C.R.S. 31-2-210 (3.5).



SECTION 6.

This Ordinance shall become effective upon final passage and approval.

**Action by City Council:**

Introduced and initial adoption of Ordinance by City Council on July 22, 2024.

Final adoption of Ordinance by City Council on August 12, 2024.

DocuSigned by:  
  
B7A4F51823AE462...  
\_\_\_\_\_  
President of City Council

**Action by the Mayor:**

☒ Approved on 8/13/2024 | 3:17 PM MDT.

☐ Disapproved on \_\_\_\_\_ based on the following objections:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signed by:  
  
3A85950B7BCA462...  
\_\_\_\_\_  
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

DocuSigned by:  
  
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\_\_\_\_\_  
City Clerk



**Background Paper for Proposed Ordinance**

**COUNCIL MEETING DATE:** August 12, 2024

**TO:** President Mark Aliff and Members of City Council

**CC:** Mayor Heather Graham

**VIA:** Marisa Stoller, City Clerk

**FROM:** Carla Sikes, City Attorney

**SUBJECT:** AN ORDINANCE SUBMITTING TO THE ELIGIBLE ELECTORS OF THE CITY OF PUEBLO, COLORADO AT THE SPECIAL MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 5, 2024, A PROPOSED AMENDMENT TO ARTICLE 19 – RECALL OF ELECTED OFFICERS, OF THE CHARTER OF THE CITY OF PUEBLO AND FIXING THE BALLOT TITLE THEREFOR

**SUMMARY:**

Attached is a proposed Ordinance referring to the registered voters of the City a proposed amendment to Article 19 of the City's Charter relating to recall of elected officers.

**PREVIOUS COUNCIL ACTION:**

Council has previously submitted to the eligible electors of Pueblo certain Charter Amendments. The goal of this Ordinance is to amend outdated, impractical and confusing language from the Charter.

**BACKGROUND:**

This Ordinance is part of a larger modernization effort by City staff to amend the Charter to make it consistent with state statute and modern practices. Article 19 of the City Charter was last amended in 2004.

**FINANCIAL IMPLICATIONS:**

Financial implications include the cost of placing this Ordinance along with other proposed Charter amendments on the ballot at the 2024 Special Election.

**BOARD/COMMISSION RECOMMENDATION:**

Not applicable to this Ordinance.

**STAKEHOLDER PROCESS:**

None.

**ALTERNATIVES:**

A “no action” alternative would keep the Charter in its current form.

**RECOMMENDATION:**

Approve the Ordinance.

**ATTACHMENTS:**

None

ORDINANCE NO. 10756

AN ORDINANCE SUBMITTING TO THE ELIGIBLE ELECTORS OF THE CITY OF PUEBLO, COLORADO AT THE SPECIAL MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 5, 2024, A PROPOSED AMENDMENT TO ARTICLE 19 – RECALL OF ELECTED OFFICERS, OF THE CHARTER OF THE CITY OF PUEBLO AND FIXING THE BALLOT TITLE THEREFOR

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

SECTION 1.

There is hereby submitted to a vote of the registered electors of the City of Pueblo at the special municipal election to be held on November 5, 2024, a proposed amendment to the Charter of the City of Pueblo, more particularly set forth in Section 3 of this Ordinance.

SECTION 2.

This ballot title (submission clause and title) for the proposed Charter Amendment set forth in Section 3 hereof is hereby fixed and adopted as follows:

BALLOT QUESTION NO. \_\_\_\_ - CHARTER AMENDMENT

(\_\_\_\_\_)

SHALL ARTICLE 19 OF THE CHARTER OF THE CITY OF PUEBLO BE AMENDED TO ALLOW FOR GREATER ELECTION COORDINATION AND LESSEN THE NEED FOR STANDALONE ELECTIONS AT THE CITY'S EXPENSE BY EXTENDING THE TIME ALLOWED FOR THE RECALL OF ELECTIVE OFFICERS?

-- YES  
-- NO

SECTION 3.

There is hereby submitted to a vote of the registered electors of the City of Pueblo at the special municipal election to be held on November 5, 2024, an amendment to the Charter of the City of Pueblo, as follows: (brackets indicate matter being deleted, underscoring indicates new matter being added)

ARTICLE 19

Recall for Elective Officers

Section 19-1. - **Petition for Recall**

Any elective officer may be recalled by the registered electors of Pueblo. The procedure to effect such removal shall be as follows: No recall petition shall be circulated until the form thereof has been approved by the City Clerk who shall approve or disapprove the form of petition by close of business [of the second] **five (5)** business days following submission of the proposed form of petition. A petition signed by registered electors residing in the area from

which an elected officer is elected, equal in number to at least twenty-five (25) per centum of the entire vote cast at the last preceding election for all candidates for the position which the incumbent sought to be recalled occupies, demanding an election for the recall of such incumbent, and for the election of his successor, shall be addressed to the Council and filed with the City Clerk. The petition shall contain a specific statement in not more than two hundred (200) words of the grounds upon which removal is sought. The signatures on the petition need not all be appended to one page of the petition, but every signer shall include thereon the place of residence, with sufficient description to identify it. One of the signers of each such petition shall make an affidavit before an officer competent to administer oaths, that each signature appended to the petition is the genuine signature of the person whose name it purports to be. All papers composing said petition shall be filed as one instrument with an endorsement thereon of the names and addresses of three persons designated as filing the same; provided, that before any petition for recall is circulated, an affidavit of not more than two hundred (200) words shall be made by one or more registered electors residing in the area from which the officer is elected, stating the name of the officer sought to be removed and the grounds upon which the removal is sought, and filed with the City Clerk. Said affidavit may be on information and belief. The officer sought to be removed may file with the City Clerk a statement of not more than three hundred (300) words in reply by way of justification of his or her course in office.

#### Section 19-2. - **Filing Petition**

Within ~~[ten (10)]~~ sixty (60) days from the filing of said petition the City Clerk shall ascertain whether the petition is signed by the requisite number of qualified registered electors, and shall attach thereto his certificate showing the result of such examination.

If the petition be insufficient, he shall forthwith in writing notify one or more of the persons designated on the petition as filing the same. The petition may then be amended within ten (10) days from the filing of the certificate. The City Clerk, within five (5) days after such amendment, shall make like examination of the amended petition and attach thereto his certificate of the result. If still insufficient he shall return the petition to one of the persons designated thereon as filing it, without prejudice to the filing of a new petition for the same purpose.

#### Section 19-3. - **Calling Election**

If the petition or amended petition is found sufficient the City Clerk shall submit the same with his or her certificate to the Board of Elections without delay. If the officer sought to be removed does not resign within five (5) days thereafter, the Council shall order an election to be held on a Tuesday, fixed by it, ~~[not less than forty-five (45) nor]~~ no more than one hundred twenty (120) ~~[ninety (90)]~~ days from the date of the City Clerk's certificate that a sufficient petition is filed; provided, that if any city election is to occur within ~~[ninety (90)]~~ one hundred eighty (180) days from the date of the City Clerk's certificate, the recall election shall, whenever feasible, be held as a part of such other coordinated [city] election.

There shall be no administrative protest procedure to challenge the City Clerk's determination of sufficiency or insufficiency of the petition.

If a vacancy occurs in said office after a recall election has been ordered, the election to fill the vacancy shall nevertheless proceed as provided in this Article.

#### Section 19-5. - **Nominations on Recall\***

Anyone desiring to become a candidate at the recall election shall do so by petition as required in Section 17-4, except that nominating petitions may be circulated beginning on the first business day after the Council sets the date for the recall election, and shall be filed with

the City Clerk [at least twenty (20) days after the date the recall election is set before said election] **within the timeframes as set forth in the Pueblo Municipal Code** in order to have the candidate's name placed on the ballot.

The officer sought to be recalled shall not be a candidate to succeed himself.

**SECTION 4.**

The City Council does hereby find, determine and declare that the ballot title set forth in Section 2 hereof fairly expresses the true meaning and intent of the referred Charter amendment.

**SECTION 5.**

The officials of the City are authorized and directed to take all actions necessary, appropriate or required to implement the provisions of this Ordinance. The City Clerk is directed to publish notice of election of the proposed Charter Amendment in conformity with the provision of C.R.S. 1-7.5-101 *et seq.* and C.R.S. 31-2-210(4) and to certify the ballot title to the Pueblo County Clerk and Recorder no later than sixty days before the November 5, 2024 coordinated election, as provided by C.R.S. 1-5-203(3) and C.R.S. 31-2-210 (3.5).

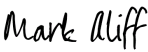
**SECTION 6.**

This Ordinance shall become effective upon final passage and approval.

**Action by City Council:**

Introduced and initial adoption of Ordinance by City Council on July 22, 2024.

Final adoption of Ordinance by City Council on August 12, 2024.

DocuSigned by:  
  
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\_\_\_\_\_  
President of City Council

**Action by the Mayor:**

☒ Approved on 8/13/2024 | 3:17 PM MDT.

☐ Disapproved on \_\_\_\_\_ based on the following objections:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signed by:  
  
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\_\_\_\_\_  
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

DocuSigned by:  
  
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**Background Paper for Proposed  
Resolution**

**COUNCIL MEETING DATE:** August 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 APPROVING CONTRACT AMENDMENT NO. 1 IN THE AMOUNT OF \$348,291.26 TO PASHCO ROOFING, INC. DBA COLORADO FRONT RANGE ROOFING, FOR PROJECT NO. 23-100R, ROOF REPLACEMENT – STREETS MAINTENANCE FACILITY REBID, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

**SUMMARY:**

This Resolution approves Contract Amendment No. 1 in the amount of \$348,291.26 to Pashco Roofing, Inc. dba Colorado Front Range Roofing, for Project No. 23-100R Roof Replacement – Streets Maintenance Facility Rebid.

**PREVIOUS COUNCIL ACTION:**

Resolution 15437, dated November 27, 2023, awarded a Construction Contract, in the amount of \$599,998.87, to Pashco Roofing, Inc. dba Colorado Front Range Roofing, and set forth \$150,001.13 for contingencies and additional work, for Project No. 23-100R Roof Replacement – Streets Maintenance Facility Rebid.

**BACKGROUND:**

The original project, awarded to Pashco Roofing, Inc. dba Colorado Front Range Roofing, consisted of the roof replacement of the Streets Maintenance Facility. Contract Amendment No. 1 reflects the following additional work:

- Remobilize to complete additional work.
- Removal and Dry-In of New Standing Seam Roof on east side of building (Roof Area 1).
- Install Dry-In of New Standing Seam Roof on east side of building (Roof Area 1).
- Replace Shingle Roof

The cost of the additional work exceeds the threshold for administrative approval of a



change order and a contract amendment will be required to award and complete the additional work.

This Resolution approves an amendment to increase the contract award amount previously awarded to Pashco Roofing, Inc. dba Colorado Front Range Roofing.

**FINANCIAL IMPLICATIONS:**

Funding in the amount of \$348,291.26 will be paid from Project Account CIAN22, Roof Maintenance and Repair.

**BOARD/COMMISSION RECOMMENDATION:**

None.

**STAKEHOLDER PROCESS:**

None.

**ALTERNATIVES:**

Denial of this Resolution would cancel the additional work necessary to complete the project.

**RECOMMENDATION:**

Approval of the Resolution.

**ATTACHMENTS:**

1. 23-100R Roof Replacement - Streets Maintenance Facility Rebid
2. DRAFT 23-100R Amendment No 1 -Pashco Roofing dba Co Front Range Roofing  
- Streets Maintenance Facility Rebid

RESOLUTION NO. 15722

A RESOLUTION APPROVING CONTRACT AMENDMENT NO. 1 IN THE AMOUNT OF \$348,291.26 TO PASHCO ROOFING, INC. DBA COLORADO FRONT RANGE ROOFING, FOR PROJECT NO. 23-100R, ROOF REPLACEMENT – STREETS MAINTENANCE FACILITY REBID, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

WHEREAS, a Construction Contract was awarded to Pashco Roofing, Inc. dba Colorado Front Range Roofing, under Contract Number 23-100R; and

WHEREAS, a construction amendment is requested for the purpose of additional work necessary to complete the project; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Contract Amendment No. 1 to the Construction Contract for Roof Replacement – Streets Maintenance Facility Rebid with Pashco Roofing, Inc. dba Colorado Front Range Roofing, Project No. 23-100R, in the amount of \$348,291.26, a copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved, and City Council authorizes the additional work contemplated by the Amendment.

SECTION 2.

The Purchasing Agent is hereby authorized to execute said Amendment 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.

Funds for Amendment No. 1 to Project 23-100R will be paid from Project Account CIAN22 - Roof Maintenance and Repair in the amount of \$348,291.26.

SECTION 4.

The officers and staff of the City of Pueblo are authorized to perform any and all acts consistent with this Resolution and the Amendment to implement the transactions described herein. Furthermore, all actions previously taken by officers and staff of the City consistent with the Amendment, including any payments authorized under the contract, are hereby ratified.

SECTION 5.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: August 12, 2024

BY: Brett Boston  
MEMBER OF CITY COUNCIL

APPROVED: Mark Aliff  
PRESIDENT OF CITY COUNCIL

ATTESTED BY:   
CITY CLERK

### CONTRACT AGREEMENT

THIS AGREEMENT made and entered into this 12<sup>th</sup> day of December, 2023, by and between the City of Pueblo, a Municipal Corporation, hereinafter referred to in the Contract Documents as the "City", and Pashco Roofing, Inc. dba Colorado Front Range Roofing, a Colorado Corporation, hereinafter referred to in the Contract Documents as "Contractor".

WITNESSETH, in consideration of the sum to be paid by the City to the Contractor at the time and in the manner hereinafter provided, the said Contractor has agreed, and does hereby agree, to furnish all labor, tools, equipment and material and to pay for all such items, and to construct complete in every detail, To-Wit;

**Bid No: 23-100R (CI2307, WW2203)**  
**Bid Name: Roof Replacement - Streets Maintenance Facility Rebid**

At the prices bid, in accordance with the drawings and specifications, and all Contract Documents for this project which are on file and available for inspection in the office of the Director of Public Works of Pueblo, all to the satisfaction of the Director of Public Works for the City of Pueblo.

AND FOR SAID CONSIDERATION, IT IS FURTHER AGREED BY AND BETWEEN THE PARTIES TO THIS AGREEMENT AS FOLLOWS:

1. Construction and installation of the above enumerated work for the City shall be completed and ready for use in accordance with the time of completion described in the Proposal Form of this Contract. This time shall be extended only for those periods set forth in the Contract Documents and in accordance with the requirements of same.
2. The work and material for the project covered by the Contract Documents shall be completely installed and delivered to the City within the time above stated, clear and free from any and all liens, claims and demands of any kind.
3. The full compensation to be paid to the Contractor by the City, pursuant to the terms of this Contract, shall be payable as provided in the Contract Documents.
4. This Contract consists of the following components, parts, and documents, all of which taken together constitute and are referred to as the Contract Documents, and the same are incorporated as part of the Contract as if set out herein verbatim, whether the same have been attached hereto or not:

Contract (This Instrument)  
 Performance Bond  
 Payment Bond  
 Notice to Proceed  
 Notice of Award  
 Contractor's Proposal  
 Invitation For Bids

5. The ***Standard Construction Specifications and Standard Details for City of Pueblo, Colorado***, adopted April 11, 2022, and as most recently amended, are hereby included by reference and all provisions thereof shall be applicable.
6. Title XII, Chapter 2, of the 1971 Code of Ordinances, City of Pueblo, adopted by Ordinance No. 3476, and amended by Ordinance No. 4476 and 5229, shall be considered a part of this contract.

(Contract Agreement – Page 2)

7. Title I, Chapter 8, of the 1971 Code of Ordinances, City of Pueblo, adopted by Ordinance No. 4479, shall be considered a part of the contract.
8. All the covenants and agreements set forth in the Contract Documents shall inure to the benefit of and be binding upon City and Contractor and their respective heirs, legal successors and assigns and shall be governed by the laws of the State of Colorado.
9. This Contract 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.



**PASHCO ROOFING, INC. DBA COLORADO FRONT RANGE ROOFING**

By \_\_\_\_\_

James Sprague

Title \_\_\_\_\_ President

**PUEBLO, A MUNICIPAL CORPORATION**

DocuSigned by:

By \_\_\_\_\_

Naomi Hedden, Director of Purchasing

ATTEST:

DocuSigned by:

Marisa Stoller

Marisa Stoller, City Clerk

BALANCE OF APPROPRIATION EXISTS FOR  
THIS CONTRACT AND FUNDS ARE AVAILABLE:

DocuSigned by:

Alexandria Romero

CAE4752383A94D6...

Alexandria Romero, Director of Finance

APPROVED AS TO FORM  
Department of Law:

DocuSigned by:

George Hypolite

DAB59DF55564442...

George Hypolite, City Attorney

Copy - Original on file at Purchasing Department

**PERFORMANCE BOND**Bond Number 54-255608

KNOW ALL MEN BY THESE PRESENTS:

That we Pashco Roofing, Inc. dba Colorado Front Range Roofing, a Colorado Corporation,  
hereinafter called "Principal" and

United Fire & Casualty Company, P.O. Box 73909 118 - 2nd Ave SE (Zip 52401) Cedar Rapids, IA 52407

Surety

of Cedar Rapids, State of Iowa, hereinafter called the  
"Surety", are held and firmly bound unto the City of Pueblo, a Municipal Corporation, hereinafter called  
"City", in the penal sum of:

Five Hundred Ninety Nine Thousand Nine Hundred Ninety Eight Dollars and 87/100----- (\$599,998.87)

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind  
ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these  
presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract  
with the City, dated the 12<sup>th</sup> day of December, 2023, a copy of which is hereto attached and made a part  
hereof for the construction of:

**Bid No.:** 23-100R (CI2307, WW2203)

**Bid Name:** Roof Replacement - Streets Maintenance Facility Rebid

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings,  
covenants, terms, conditions and agreements of said contract during the original term thereof (including  
all warranty periods), and any extensions thereof which may be granted by the City, with or without notice  
to the Surety, and if he shall satisfy all claims and demands incurred under such contract, and shall fully  
indemnify and save harmless the City from all costs and damages which it may suffer by reason of failure  
to do so, and shall reimburse and repay the City all outlay and expense which the City may incur in making  
good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change,  
extension of time, alteration, or addition to the terms of the contract or to the work to be performed  
thereunder or to the specifications accompanying the same shall in any way effect its obligation on this  
bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the  
terms of the Contract or to the work or to the specifications.

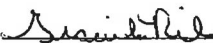
PROVIDED, FURTHER, that no final settlement between the City and the Contractor shall abridge the right  
of any beneficiary hereunder, whose claim may be unsatisfied.

(Signature Page Follows)

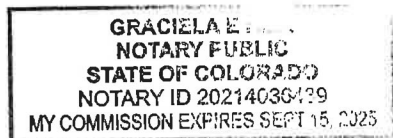
(Performance Bond – Page 2)

IN WITNESS WHEREOF, this instrument is executed on the 12<sup>th</sup> day of December, 2023.

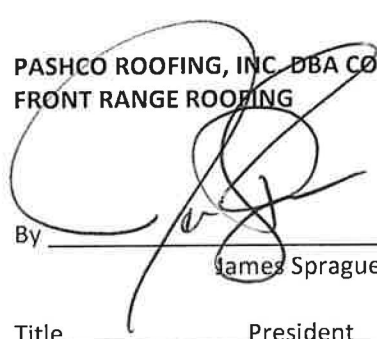
ATTEST:

By   
Principal Secretary

(SEAL)



PASHCO ROOFING, INC. DBA COLORADO  
FRONT RANGE ROOFING

By   
James Sprague  
Title President

4289 N Elizabeth Pueblo, CO 8100  
St (Address)

By \_\_\_\_\_  
(Witness as to Principal)

\_\_\_\_\_  
(Address)

United Fire & Casualty Company  
Surety

ATTEST:

By   
(Surety) Attorney-In-Fact

(SEAL)

By   
Zachary Pate, Attorney-In-Fact

P.O. Box 73909 118 - 2nd Ave SE (Zip 52401) Cedar Rapids, IA 52407  
(Address)

By   
(Witness as to Surety)

1276 S. Robert St., West St. Paul, MN 55118  
(Address)

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is a Partnership, all partners shall execute the bond.



### ACKNOWLEDGMENT OF PRINCIPAL (Individual)

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_, before me personally come(s) \_\_\_\_\_, to me known and known to me to be the person(s) who (is) (are) described in and executed the foregoing instrument and acknowledge(s) to me that he/she executed the same.

\_\_\_\_\_  
Notary Public

### ACKNOWLEDGMENT OF PRINCIPAL (Partnership)

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_, before me personally come(s) \_\_\_\_\_, a member of the co-partnership of \_\_\_\_\_ to me known and known to me to be the person who is described in and executed the foregoing instrument and acknowledges to me that he/she executed the same as for the act and deed of the said co-partnership.

\_\_\_\_\_  
Notary Public

### ACKNOWLEDGMENT OF PRINCIPAL (Corporation)

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_, before me personally come(s) \_\_\_\_\_, to me known, who, being duly sworn, deposes and says that he/she is the \_\_\_\_\_ of the \_\_\_\_\_ the corporation described in and which executed the foregoing instrument; that he/she knows the seal of the said corporation; the seal affixed to the said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order.

\_\_\_\_\_  
Notary Public

### ACKNOWLEDGMENT OF SURETY

State of Minnesota )  
County of Dakota )

On this 12th day of December, in the year 2023, before me personally come(s) Zachary Pate, Attorney(s)-in-Fact of United Fire & Casualty Company with whom I am personally acquainted, and who, being by me duly sworn, says that he/she is (are) the Attorney(s)-in-Fact of United Fire & Casualty Company company described in and which executed the within instrument; that he/she know(s) the corporate seal of such company; and that seal affixed to the within instrument is such corporate seal and that it was affixed by order of the Board of Directors of said company, and that he/she signed said instrument as Attorney(s)-in-Fact of the said company by like order.



\_\_\_\_\_  
Notary Public





UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA  
 UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX  
 FINANCIAL PACIFIC INSURANCE COMPANY, LOS ANGELES, CA  
 CERTIFIED COPY OF POWER OF ATTORNEY  
 (original on file at Home Office of Company – Sec Certification)

Inquiries: Surety Department  
 118 Second Ave SE  
 Cedar Rapids, IA 52401

KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

THOMAS G. KEMP, THOMAS M. LAHL, ZACHARY PATE, TROY STAPLES, ROBERT DOWNEY, NICHOLAS HOCHBAN,  
 JENNIFER BOYLES, JOEL KRECH, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$50,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted shall expire the 4th day of January, 2025 unless sooner revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted by the Boards of Directors of United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

**"Article VI – Surety Bonds and Undertakings"**

Section 2, Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this

4th day of January, 2023



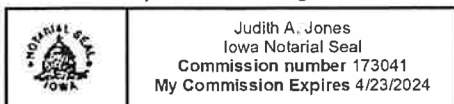
State of Iowa, County of Linn, ss:

UNITED FIRE & CASUALTY COMPANY  
 UNITED FIRE & INDEMNITY COMPANY  
 FINANCIAL PACIFIC INSURANCE COMPANY

By: *Dennis J. Richmann*  
 Vice President

On 4th day of January, 2023, before me personally came Dennis J. Richmann

to me known, who being by me duly sworn, did depose and say; that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that he knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



*Judith A. Jones*  
 Notary Public  
 My commission expires: 4/23/2024

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations  
 this 12th day of December, 2023.



By: *Mary A. Bertsch*  
 Assistant Secretary,  
 UF&C & UF&I & FPIC

BPOA0045 122017

Copy - Original on file at Purchasing Department

**PAYMENT BOND**Bond Number 54-255608

KNOW ALL MEN BY THESE PRESENTS:

That we Pashco Roofing, Inc. dba Colorado Front Range Roofing, a Colorado Corporation,  
hereinafter called "Principal" and

United Fire & Casualty Company, P.O. Box 73909 118 - 2nd Ave SE (Zip 52401) Cedar Rapids, IA 52407

Surety

of Cedar Rapids, State of Iowa, hereinafter called the  
"Surety", are held and firmly bound unto the City of Pueblo, a Municipal Corporation, hereinafter called  
"City", in the penal sum of:

Five Hundred Ninety Nine Thousand Nine Hundred Ninety Eight Dollars and 87/100----- (\$599,998.87)

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind  
ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these  
presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract  
with the City, dated the 12<sup>th</sup> day of December, 2023, a copy of which is hereto attached and made a part  
hereof for the construction of:

**Bid No.: 23-100R (CI2307, WW2203)**

**Bid Name: Roof Replacement - Streets Maintenance Facility Rebid**

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and  
corporations furnishing materials for or performing labor in the prosecution of the work provided for in  
such contract, and any authorized extension or modification thereof, including all amounts due for  
materials, supplies, lubricants, oil, gasoline, rental machinery, repairs on machinery, equipment and tools,  
consumed or used in connection with the construction of such work, and all insurance premiums on said  
work, and for all labor, performed in such work whether by subcontractors or otherwise, then this  
obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change,  
extension of time, alteration, or addition to the terms of the contract or to the work to be performed  
thereunder or to the specifications accompanying the same shall in any way effect its obligation on this  
bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the  
terms of the contract or to the work or to the specifications.

PROVIDED, FURTHER, that no final settlement between the City and the Contractor shall abridge the right  
of any beneficiary hereunder, whose claim may be unsatisfied.

(Signature Page Follows)

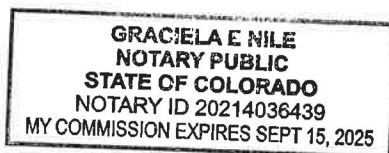
(Payment Bond – Page 2)

IN WITNESS WHEREOF, this instrument is executed on the 12<sup>th</sup> day of December, 2023.

ATTEST:

By *Graciela E Nile*  
Principal Secretary

(SEAL)



PASHCO ROOFING, INC. DBA COLORADO  
FRONT RANGE ROOFING

By *[Signature]*  
James Sprague  
Title President

4289 NE ELIZABETH, Pueblo, CO 81008  
(Address)

By \_\_\_\_\_  
(Witness as to Principal)

\_\_\_\_\_  
(Address)

United Fire & Casualty Company  
Surety

ATTEST:

By *[Signature]*  
(Surety) Attorney-In-Fact

(SEAL)

By *[Signature]*  
Zachary Pate, Attorney-In-Fact

P.O. Box 73909 118 - 2nd Ave SE (Zip 52401) Cedar Rapids, IA 52407  
(Address)

By *Bethany Martine*  
(Witness as to Surety)

1276 S. Robert St., West St. Paul, MN 55118  
(Address)

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is a Partnership, all partners shall execute the bond.

### ACKNOWLEDGMENT OF PRINCIPAL (Individual)

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_, before me personally come(s) \_\_\_\_\_, to me known and known to me to be the person(s) who (is) (are) described in and executed the foregoing instrument and acknowledge(s) to me that he/she executed the same.

\_\_\_\_\_  
Notary Public

### ACKNOWLEDGMENT OF PRINCIPAL (Partnership)

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_, before me personally come(s) \_\_\_\_\_, a member of the co-partnership of \_\_\_\_\_ to me known and known to me to be the person who is described in and executed the foregoing instrument and acknowledges to me that he/she executed the same as for the act and deed of the said co-partnership.

\_\_\_\_\_  
Notary Public

### ACKNOWLEDGMENT OF PRINCIPAL (Corporation)

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_, before me personally come(s) \_\_\_\_\_, to me known, who, being duly sworn, deposes and says that he/she is the \_\_\_\_\_ of the \_\_\_\_\_ the corporation described in and which executed the foregoing instrument; that he/she knows the seal of the said corporation; the seal affixed to the said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order.

\_\_\_\_\_  
Notary Public

### ACKNOWLEDGMENT OF SURETY

State of Minnesota )  
County of Dakota )

On this 12th day of December, in the year 2023, before me personally come(s) Zachary Pate, Attorney(s)-in-Fact of United Fire & Casualty Company with whom I am personally acquainted, and who, being by me duly sworn, says that he/she is (are) the Attorney(s)-in-Fact of United Fire & Casualty Company company described in and which executed the within instrument; that he/she know(s) the corporate seal of such company; and that seal affixed to the within instrument is such corporate seal and that it was affixed by order of the Board of Directors of said company, and that he/she signed said instrument as Attorney(s)-in-Fact of the said company by like order.



\_\_\_\_\_  
Notary Public



UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA  
 UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX  
 FINANCIAL PACIFIC INSURANCE COMPANY, LOS ANGELES, CA  
 CERTIFIED COPY OF POWER OF ATTORNEY  
 (original on file at Home Office of Company – See Certification)

Inquiries: Surety Department  
 118 Second Ave SE  
 Cedar Rapids, IA 52401

KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

THOMAS G. KEMP, THOMAS M. LAHL, ZACHARY PATE, TROY STAPLES, ROBERT DOWNEY, NICHOLAS HOCHBAN,  
 JENNIFER BOYLES, JOEL KRECH, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$50,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted shall expire the 4th day of January, 2025 unless sooner revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted by the Boards of Directors of United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

**"Article VI – Surety Bonds and Undertakings"**

Section 2, Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this

4th day of January, 2023

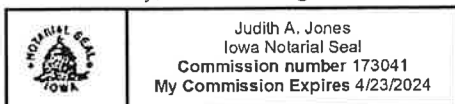


State of Iowa, County of Linn, ss:

UNITED FIRE & CASUALTY COMPANY  
 UNITED FIRE & INDEMNITY COMPANY  
 FINANCIAL PACIFIC INSURANCE COMPANY

By: *Dennis J. Richmann*  
 Vice President

On 4th day of January, 2023, before me personally came Dennis J. Richmann to me known, who being by me duly sworn, did depose and say; that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that he knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



*Judith A. Jones*  
 Notary Public  
 My commission expires: 4/23/2024

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations  
 this 12th day of December, 2023.



By: *Mary A. Bertsch*  
 Assistant Secretary,  
 UF&C & UF&I & FPIC

BPOA0045 122017

## NOTICE TO PROCEED

January 30, 2024

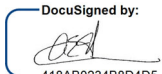
Pashco Roofing, Inc. dba Colorado Front Range Roofing  
4289 N. Elizabeth St.  
Pueblo, CO 81008

Ref: Bid No: 23-100R (CI2307, WW2203)  
Bid Name: Roof Replacement - Streets Maintenance Facility Rebid

You are hereby authorized to proceed on February 1, 2024, or within three (3) consecutive calendar days thereafter with construction of the above referenced project as set forth in the Contract Documents.

The Bid Bond submitted with your Proposal may now be cancelled by your Surety.

Sincerely,

DocuSigned by:  
  
418AB0234B8D4D5...  
Andrew E. Hayes, P.E.  
Director of Public Works

## NOTICE OF AWARD

November 29, 2023

Pashco Roofing, Inc. dba Colorado Front Range Roofing  
4289 N. Elizabeth St.  
Pueblo, CO 81008

Ref: Bid No: 23-100R (CI2307, WW2203)  
Bid Name: Roof Replacement - Streets Maintenance Facility Rebid

The City of Pueblo hereby accepts your proposal submitted on November 8, 2023, for the construction of the referenced project. It appears that your proposal in the amount of \$599,998.87 for the Total Base Bid, is fair, equitable, and in the best interest of the City.

In accordance with the terms of the Contract Documents, you are required to execute the formal Contract Agreement and furnish the required Payment and Performance Bonds, within ten (10) business days from and including the date of this notice.

The Proposal Guaranty submitted with your proposal will be returned upon execution of the Contract Agreement and the furnishing of the Payment and Performance Bonds. In the event you should fail to execute the Contract Agreement and furnish the Payment and Performance Bonds within the time specified, said Proposal Guaranty will be retained by said City as liquidated damages and not as penalty, for the delay and extra work caused thereby.

Sincerely,

A handwritten signature in black ink, appearing to read "Naomi Hedden", followed by a horizontal line.

Naomi C. Hedden  
Director of Purchasing



City of Pueblo  
Purchasing  
Naomi Hedden, Director  
230 S. Mechanic St., Pueblo, CO 81003

PROPOSAL DOCUMENT REPORT  
IFB No. 23-100R (CI2307, WW2203)  
Roof Replacement - Streets Maintenance Facility Rebid  
RESPONSE DEADLINE: November 8, 2023 at 10:00 am  
Report Generated: Friday, November 10, 2023

Colorado Front Range Roofing Proposal

CONTACT INFORMATION

**Company:**  
Colorado Front Range Roofing

**Email:**  
infocfrroofing@yahoo.com

**Contact:**  
James Sprague

**Address:**  
4289 N Elizabeth St  
Pueblo, CO 81008

**Phone:**  
(719) 744-7151

**Website:**  
N/A

**Submission Date:**  
Nov 8, 2023 8:21 AM



PROPOSAL DOCUMENT REPORT  
IFB No. 23-100R (CI2307, WW2203)  
Roof Replacement - Streets Maintenance Facility Rebid

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ADDENDA CONFIRMATION

No addenda issued

QUESTIONNAIRE

1. BID GUARANTEE\*

Pass

To submit a bid bond - Please download the document provided below, complete, and upload.

To submit a certified check, cashier's check, or money order - **Please scan and upload a copy of your check or money order. The original check or money order must be delivered to the Purchasing Department in person or via mail by the bid submittal deadline date.**

If sending by mail the envelope must be addressed to:

City of Pueblo Purchasing Department  
230 S. Mechanic Street  
Pueblo, CO 81003

The Bid Number and Name must be listed clearly on the outside of the envelope.

- [Bid Bond.pdf](#)

Pashco\_Roofing\_Nationwide\_Bond\_Letter\_11072023.pdf

2. CONFIRMATION OF UNDERSTANDING AND OFFER\*

Pass

PROPOSAL DOCUMENT REPORT  
IFB No. 23-100R (CI2307, WW2203)  
Roof Replacement - Streets Maintenance Facility Rebid

---

Bidders are responsible for obtaining, reading, and carefully examining the entire Contract Documents package, including any Addenda, prior to submitting a bid. Confirming below will serve as the Bidder's acknowledgement of understanding and ability to comply with all requirements and conditions of this project and that all mandatory submittals are included in this bid proposal.

**Confirmation must be made by an agent who is legally authorized to bind the company.**

By confirming below Bidder 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 pricing schedule.

The Contract shall be awarded to the responsible bidder submitting the lowest and most responsive bid on the basis of the Total Base Bid plus any Bid Alternates selected. Award shall be at the sole discretion of the City.

The sum of the Total Base Bid plus all Bid Alternates shall be the basis for establishing the Bid Bond amount. The sum of the Total Base Bid plus any Bid Alternates selected by the City shall be the basis for establishing the amount of the Payment and Performance Bonds for this Contract.

Quantities shown on the pricing schedule are subject to additions or reductions. The City reserves the right to adjust the required quantities as necessary. Additional quantities shall be furnished by Bidder at the unit price quoted. The time allowed for construction shall be adjusted in direct proportion to the difference of the adjusted quantities to the estimated quantities.

By confirming below Bidder acknowledges that they have 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. Downloaded plans/drawings must be printed as "Actual Size"; scaling is NOT correct when printed using other options. It is the Bidder's sole responsibility to ensure plans are printed correctly and to inform third-party printers of this information. The City is not responsible for bidding errors resulting from Bidder's failure to follow this requirement.

The Bidder, if awarded the Contract, agrees to complete and file the Contract Agreement and Payment and Performance Bonds within ten (10) days of the date of Notice of Award, and further agrees to complete the work within 212 calendar days from Notice to Proceed. Liquidated damages will be assessed in accordance with the GENERAL PROVISIONS.

Bidders shall not add any conditions or qualifying statements to this bid. If such items are added the bid may be declared nonresponsive and rejected.

Bidder shall be subject to all applicable City, County, State, and Federal Taxes in the performance of this Contract.

PROPOSAL DOCUMENT REPORT  
IFB No. 23-100R (CI2307, WW2203)  
Roof Replacement - Streets Maintenance Facility Rebid

---

Confirmed

### 3. NAME, TITLE, AND CONTACT INFORMATION\*

*Pass*

Enter the Name, Title, and Contact Information, **including phone number and email address**, of the person providing the Confirmation of Understanding and Offer.

James Griffith Estimator 719-744-7151 jgriffithcfr@gmail.com

### 4. ACKNOWLEDGEMENTS

AFFIRMATIVE ACTION PLAN REQUIREMENT:\*

*Pass*

In accordance with [LABOR PROVISIONS](#), Section 2: Nondiscrimination and Equal Employment Opportunity Requirements, the bidder hereby acknowledges that they have a written affirmative action plan which declares that the Contractor and its Subcontractor(s) do not discriminate on the basis of race, color, religion, creed, national origin, sex or age. Bidder further understands that the written plan must be submitted to the City of Pueblo Purchasing Department (and the applicable federal agency in the case of Federally funded projects) within ten (10) days of the award of contract.

Neither the receipt by the City of this completed form, nor of any Affirmative Action Plan submitted by any bidder, contractor, or subcontractor, shall constitute any determination by the City of the adequacy of any Affirmative Action Plan.

Please confirm your acknowledgment of the above statement:

Confirmed

PERFORMANCE OF WORK REQUIREMENT:\*

*Pass*

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PROPOSAL DOCUMENT REPORT  
Public Improvement Invitation for Bid - Roof Replacement - Streets Maintenance Facility Rebid  
Page 4

PROPOSAL DOCUMENT REPORT  
IFB No. 23-100R (CI2307, WW2203)  
Roof Replacement - Streets Maintenance Facility Rebid

---

The bidder hereby acknowledges understanding of the performance of work requirement as set forth in [SPECIAL PROVISIONS](#), Section PERFORMANCE OF WORK and certifies that they are in compliance with this provision or will be upon award.

Please confirm your acknowledgment of the above statement:

Confirmed

COLORADO LABOR REQUIREMENT:\*

Pass

The bidder named below hereby acknowledges understanding of the Colorado labor requirement as set forth in [GENERAL PROVISIONS](#), CONTRACTOR'S WORKING CONDITIONS: LABOR, sub-paragraph (b) and certifies that they are in compliance with this provision or will be upon award.

Please confirm your acknowledgment of the above statement:

Confirmed

SALES AND/OR USE TAX INFORMATION\*

Pass

**CITY OF PUEBLO SALES OR USE TAX –**

The Contractor and any Subcontractors shall pay all applicable City of Pueblo Sales or Use taxes. All General Contractors and Subcontractors are mandated to be licensed with the City of Pueblo Sales Tax Office. Please refer any questions on City Sales or Use Taxes to the City of Pueblo, Department of Finance. Their telephone number is (719) 553-2659.

Please note, there are NO tax-exempt projects within the City of Pueblo.

**STATE OF COLORADO SALES OR USE TAX –**

The exemption of building materials from State Sales or Use Tax in Colorado Revised Statutes applies only to the State of Colorado Sales or Use Taxes. Please refer any questions on State Taxes to the State of Colorado, Department of Revenue.

**PUEBLO COUNTY SALES OR USE TAX –**

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PROPOSAL DOCUMENT REPORT  
Public Improvement Invitation for Bid - Roof Replacement - Streets Maintenance Facility Rebid  
Page 5

PROPOSAL DOCUMENT REPORT  
IFB No. 23-100R (CI2307, WW2203)  
Roof Replacement - Streets Maintenance Facility Rebid

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The State of Colorado collects all sales or use tax for the County of Pueblo; therefore, any exemption allowed by the State applies to the County.

Please confirm you acknowledge the above statements:

Confirmed

**5. Has/is this firm or any officer or partner of this firm:**

CONVICTED OF A CRIMINAL OFFENSE\*

*Pass*

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?

No

CONVICTED UNDER STATE OR FEDERAL STATUTES\*

*Pass*

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?

No

CONVICTED UNDER STATE OR FEDERAL ANTITRUST STATUTES\*

*Pass*

Been convicted under state or federal antitrust statutes arising out of the submission of bids or proposals?

No

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PROPOSAL DOCUMENT REPORT  
Public Improvement Invitation for Bid - Roof Replacement - Streets Maintenance Facility Rebid  
Page 6

PROPOSAL DOCUMENT REPORT  
IFB No. 23-100R (CI2307, WW2203)  
Roof Replacement - Streets Maintenance Facility Rebid

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FAILED TO PERFORM\*

*Pass*

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?

No

SUSPENSION OR DEBARMENT\*

*Pass*

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?

No

UNQUALIFIED\*

*Pass*

Unqualified or financially unable to timely perform the work?

No

UNLICENSED \*

*Pass*

Unlicensed or unable to be duly licensed to perform the work on the date of the contract award?

No

DELINQUENT\*

*Pass*

PROPOSAL DOCUMENT REPORT  
IFB No. 23-100R (CI2307, WW2203)  
Roof Replacement - Streets Maintenance Facility Rebid

---

Delinquent in making payment of any City taxes for which the tax liability has been finally determined and no further right of appeal exists?  
  
No

CONFIRMATION \*  
*Pass*

By acknowledging and confirming below Bidder 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, Bidder’s submittal will be rejected.  
  
Please confirm your acknowledgment of the above statement and questions/sub-questions:  
  
Confirmed

PRICE TABLES

| BASE BID  |                                                                                                         |          |                 |              |              |
|-----------|---------------------------------------------------------------------------------------------------------|----------|-----------------|--------------|--------------|
| Line Item | Description                                                                                             | Quantity | Unit of Measure | Unit Cost    | Total        |
| 1         | Remove and replace saturated/damaged insulation batting materials within standing seam roofing assembly | 500      | SF              | \$4.00       | \$2,000.00   |
| 2         | Demo Low Slope Roof areas 4, 5, & 6                                                                     | 1        | LS              | \$37,580.00  | \$37,580.00  |
| 3         | Install New Low Slope Roof areas 4, 5, & 6                                                              | 1        | LS              | \$64,237.23  | \$64,237.23  |
| 4         | Demo Standing Seam Roof areas 1, 2, 3                                                                   | 1        | LS              | \$46,365.47  | \$46,365.47  |
| 5         | Install New Standing Seam Roof area 1                                                                   | 1        | LS              | \$223,446.39 | \$223,446.39 |

PROPOSAL DOCUMENT REPORT  
IFB No. 23-100R (CI2307, WW2203)  
Roof Replacement - Streets Maintenance Facility Rebid

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| Line Item | Description                                | Quantity | Unit of Measure | Unit Cost    | Total        |
|-----------|--------------------------------------------|----------|-----------------|--------------|--------------|
| 6         | Install New Standing Seam Roof areas 2 & 3 | 1        | LS              | \$166,369.91 | \$166,369.91 |
| 7         | Mobilization                               | 1        | LS              | \$59,999.87  | \$59,999.87  |
| TOTAL     |                                            |          |                 |              | \$599,998.87 |



Nationwide Mutual Insurance Company  
National Bond Center - West Region  
1100 Locust Street, Department 2006  
Des Moines, IA 50391  
Phone (866) 387-0457



**Nationwide®**  
is on your side

November 7, 2023

**Re: PASHCO Roofing Inc. dba Colorado Front Range Roofing**  
**4289 N Elizabeth St**  
**Pueblo, CO 81006**

To Whom It May Concern:

It has been the privilege of Nationwide Mutual Insurance Company (Nationwide) to provide surety bonds on behalf of PASHCO Roofing Inc. dba Colorado Front Range Roofing (PASHCO) since 2023. In our opinion, PASHCO remains properly financed, well equipped, and capably managed.

At the present time, Nationwide provides a \$750,000 single project limit / \$750,000 aggregate surety program to PASHCO. As always, Nationwide reserves the right to perform normal underwriting at the time of any bond request, including, without limitation, prior review and approval of relevant contract documents, bond forms, and project financing. We assume no liability if for any reason we do not execute such bonds.

Nationwide Mutual Insurance Company is listed on the Department of the Treasury's Listing of Certified Companies with an underwriting limitation of \$1,545,739,000 (July 2023 Circular 570) and is rated A+ XV by A.M. Best Company.

Very Truly Yours,

By: \_\_\_\_\_  
Aaron Jamison, Attorney-in-fact  
Regional VP, NBC Contract  
Nationwide Mutual Insurance Company



**PATE  
BONDING  
INC.**

1276 So. Robert St. • West St. Paul, MN 55118 • Phone: (651) 457-6842 • Fax: (651) 457-7531 • Web Site: www.patebonding.com

Pashco Roofing Inc dba Colorado Front Range Roofing  
2400 N Freeway  
Pueblo, CO 81003

## ***Bid Bond Results Form***

**PROJECT OWNER:** City Of Pueblo

**BID DATE:** November 8th 2023

**PROJECT NAME:** Remove Panel, Replace any Bad Insulation, Reinstall Panel and Replace Modified Torch

**APPROX. BID AMOUNT:** \*\$599,998.87

*\* If your bid increases by 10% or more from this estimate, please contact our office for approval prior to the bid letting.*

**BOND NUMBER:** UB002376

PLEASE LIST THE FIRST THREE BIDDERS IF KNOWN

| <i>Contractor's Name</i>     |       | <i>Amount</i> | <i>Bid Security</i>      |                          |
|------------------------------|-------|---------------|--------------------------|--------------------------|
|                              |       |               | <i>Bid Bond</i>          | <i>Check</i>             |
| Low                          | _____ | \$ _____      | <input type="checkbox"/> | <input type="checkbox"/> |
| 2nd                          | _____ | \$ _____      | <input type="checkbox"/> | <input type="checkbox"/> |
| 3rd                          | _____ | \$ _____      | <input type="checkbox"/> | <input type="checkbox"/> |
| Your Bid If Not Listed Above |       | \$ _____      | <input type="checkbox"/> | <input type="checkbox"/> |

Comments \_\_\_\_\_

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

**PLEASE RETURN THIS FORM TO PATE BONDING, INC.**

*Your assistance in providing us with all of your bid results is appreciated*

PBI-JK

Delivery Instructions: [ ] COURIER [ ] EMAIL [ ] FAX [ ] MAIL [ ] OVERNIGHT [ ] PICKUP [ ] OTHER \_\_\_\_\_

Please review your bond to ensure it is as you ordered and that it is in the proper form which includes the correct names, bond amounts and dates before you submit it. By affixing your signature, executing and providing this bond to the obligee you are verifying, and we will justifiably assume, the bond has been issued correctly with the best interests and requirements of all parties being considered. Contact us immediately if any correction is required.

**BID BOND****KNOW ALL MEN BY THESE PRESENTS:**

That Pascho Roofing Inc dba Colorado Front Range Roofing  
of, Pueblo, CO, as Principal,  
and United Fire & Casualty Company, as Surety, are held and  
firmly bound unto the City of Pueblo, Colorado, as Obligee, in the full and just sum of  
Five Percent of Bid Amount Dollars  
(\$ 5% of Bid Amount), lawful money of the United States, for the payment of which  
sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and  
assigns, jointly and severally, firmly by these presents:

**WHEREAS**, the said Principal is herewith submitting its bid dated November 8, 2023, for:

**Bid No.:** 23-100R

**Bid Name:** Remove Panel, Replace any Bad Insulation, Reinstall Panel and Replace Modified Torch

and said Obligee has required as a condition for receiving said bid that the Principal deposit specified Bid Guaranty in the amount of not less than five percent (5%) of the amount of said proposal, conditioned that in event of failure of the Principal to execute the Contract Agreement for such construction and furnish required Payment and Performance Bonds if the Contract is awarded them, that said sum be paid immediately to the Obligee as liquidated damages and not as penalty for the Principal's failure to perform.

The condition of this obligation is such that if the aforesaid Principal, shall within the period specified therefore, on the prescribed form presented to them for signature, enter into a written Contract Agreement with the Obligee in accordance with their bid as accepted, and give required Payment and Performance Bonds with good and sufficient surety or sureties, upon the form prescribed by the Obligee, for the faithful performance and the proper fulfillment of said Contract, or in the event of withdrawal of said bid within the time specified, or upon the payment to the Obligee of the sum determined upon herein as liquidated damages, and not as penalty in the event the Principal fails to enter into said Contract and give such Payment and Performance Bonds within the time specified, then the obligation shall be null and void, otherwise to remain in full force and effect.

(Signature Page Follows)

(Bid Bond)

Signed, sealed and delivered this 8th day of November, 2023.

ATTEST:

By \_\_\_\_\_  
Secretary

Pascho Roofing Inc dba Colorado Front Range Roofing  
Principal

(SEAL)

By \_\_\_\_\_  
Surety

ATTEST:

By  \_\_\_\_\_  
Andrea Connolly-Dees, Witness

United Fire & Casualty Company

By  \_\_\_\_\_  
Attorney-in-fact Troy Staples, Attorney-in-Fact

(SEAL)

**ACKNOWLEDGMENT OF PRINCIPAL (Individual)**

State of \_\_\_\_\_ )  
 \_\_\_\_\_ )  
 County of \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_, before me personally come(s) \_\_\_\_\_, to me known and known to me to be the person(s) who (is) (are) described in and executed the foregoing instrument and acknowledge(s) to me that he/she executed the same.

\_\_\_\_\_  
 Notary Public

**ACKNOWLEDGMENT OF PRINCIPAL (Partnership)**

State of \_\_\_\_\_ )  
 \_\_\_\_\_ )  
 County of \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_, before me personally come(s) \_\_\_\_\_, a member of the co-partnership of \_\_\_\_\_, to me known and known to me to be the person who is described in and executed the foregoing instrument and acknowledges to me that he/she executed the same as for the act and deed of the said co-partnership.

\_\_\_\_\_  
 Notary Public

**ACKNOWLEDGMENT OF PRINCIPAL (Corporation)**

State of \_\_\_\_\_ )  
 \_\_\_\_\_ )  
 County of \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_, before me personally come(s) \_\_\_\_\_, to me known, who, being duly sworn, deposes and says that he/she is the \_\_\_\_\_ of the \_\_\_\_\_ the corporation described in and which executed the foregoing instrument; that he/she knows the seal of the said corporation; the seal affixed to the said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order.

\_\_\_\_\_  
 Notary Public

**ACKNOWLEDGMENT OF SURETY**

State of Minnesota )  
 \_\_\_\_\_ )  
 County of Dakota )

On this 8th day of November, in the year 2023, before me personally come(s) Troy Staples, Attorney(s)-in-Fact of United Fire & Casualty Company with whom I am personally acquainted, and who, being by me duly sworn, says that he/she is (are) the Attorney(s)-in-Fact of United Fire & Casualty Company company described in and which executed the within instrument; that he/she know(s) the corporate seal of such company; and that seal affixed to the within instrument is such corporate seal and that it was affixed by order of the Board of Directors of said company, and that he/she signed said instrument as Attorney(s)-in-Fact of the said company by like order.



*[Signature]*  
 \_\_\_\_\_  
 Notary Public



UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA  
 UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX  
 FINANCIAL PACIFIC INSURANCE COMPANY, LOS ANGELES, CA  
 CERTIFIED COPY OF POWER OF ATTORNEY  
 (original on file at Home Office of Company – See Certification)

Inquiries: Surety Department  
 118 Second Ave SE  
 Cedar Rapids, IA 52401

KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

THOMAS G. KEMP, THOMAS M. LAHL, ZACHARY PATE, TROY STAPLES, ROBERT DOWNEY, NICHOLAS HOCHBAN,  
 JENNIFER BOYLES, JOEL KRECH, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$50,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted shall expire the 4th day of January, 2025 unless sooner revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted by the Boards of Directors of United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

**"Article VI – Surety Bonds and Undertakings"**

Section 2, Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set of forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this

4th day of January, 2023



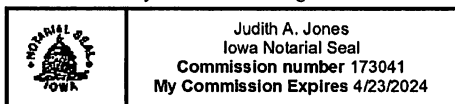
UNITED FIRE & CASUALTY COMPANY  
 UNITED FIRE & INDEMNITY COMPANY  
 FINANCIAL PACIFIC INSURANCE COMPANY

By: *Dennis J. Richmann*  
 Vice President

State of Iowa, County of Linn, ss:

On 4th day of January, 2023, before me personally came Dennis J. Richmann

to me known, who being by me duly sworn, did depose and say; that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that he knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



*Judith A. Jones*  
 Notary Public  
 My commission expires: 4/23/2024

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations  
 this 8th day of November, 2023.



By: *Mary A. Bertsch*  
 Assistant Secretary,  
 UF&C & UF&I & FPIC

BPOA0045 122017



PUBLIC IMPROVEMENT INVITATION FOR BID  
23-100R (CI2307, WW2203)  
ROOF REPLACEMENT - STREETS MAINTENANCE FACILITY REBID

City of Pueblo  
230 S. Mechanic St.  
Pueblo, CO 81003

RELEASE DATE: October 17, 2023

DEADLINE FOR QUESTIONS: October 31, 2023, 4:00 pm

RESPONSE DEADLINE: November 8, 2023, 10:00 am

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

<https://procurement.opengov.com/portal/pueblo>

City of Pueblo  
PUBLIC IMPROVEMENT INVITATION FOR BID  
Roof Replacement - Streets Maintenance Facility Rebid

I. ADVERTISEMENT FOR BIDS.....

II. INTRODUCTION .....

III. SPECIAL PROVISIONS .....

IV. LABOR PROVISIONS .....

V. GENERAL PROVISIONS .....

VI. VENDOR SUBMISSIONS.....

VII. PRICING TABLE.....

Attachments:

- A - Sample Contract Documents
- B - Licensing and Sales Tax Information
- C - City of Pueblo - City Streets Building Roofing Project
- D - 01010 City Streets Building Summary of Work
- E - 07611 CITY STREETS BUILDING STANDING SEAM METAL ROOFING
- F - 07550 City Streets Building Modified Bitumen Roofing
- G - 072200 City Streets Building Roof Deck and Insulation



Public Improvement Invitation for Bid #23-100R (CI2307, WW2203)  
Title: Roof Replacement - Streets Maintenance Facility Rebid

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## 1. ADVERTISEMENT FOR BIDS

(AS PUBLISHED)

TO WHOM IT MAY CONCERN:

The City of Pueblo will receive sealed bids up to the hour of 10:00 am (MT) on Wednesday, November 8, 2023, for the following project. Bids must be submitted electronically through the OpenGov portal which may be accessed via the City of Pueblo Purchasing Department website at [www.pueblo.us/purchasing](http://www.pueblo.us/purchasing) or at <https://procurement.opengov.com/portal/pueblo>.

**BID NO.:** 23-100R (CI2307, WW2203)

**BID NAME:** Roof Replacement - Streets Maintenance Facility Rebid

**MANDATORY PRE-BID MEETING:** Tuesday, October 24, 2023, at 12:00 pm (MT). Meeting will be held at the Department of Public Works Conference Room, 211 E. D Street, Pueblo, CO 81003. Site visit to follow immediately after meeting.

In general, this project will consist of the roof replacement of the Streets Maintenance Facility in Pueblo, Colorado, as detailed in the plans and specifications for this project.

Bidders shall inform themselves of the conditions of the project site and the requirements of the project's scope of work before submitting their bid. No allowances shall be made by reason of any matter or thing concerning which they might not have been fully informed prior to the bidding. No Bidder will be heard after the opening of bids to assert that there was any misunderstanding as to the nature of the operation expected in this solicitation. If a pre-bid meeting is held, Bidders should make every effort to attend. If the pre-bid meeting is **mandatory** and the Bidders cannot attend, it is imperative that someone else attend as a representative of the company, otherwise, their bid will not be accepted at the time of bid opening.

Invitation for Bid (IFB) documents (including plans and specifications) can be obtained via the City Purchasing Department website at [www.pueblo.us/purchasing](http://www.pueblo.us/purchasing) or the OpenGov portal at <https://procurement.opengov.com/portal/pueblo>. **Downloaded plans/drawings must be printed as "Actual Size"; scaling is NOT correct when printed using other options.** It is the Bidders' sole responsibility to ensure plans are printed correctly and to inform third-party printers of this information. The City is not responsible for bidding errors resulting from Bidders' failure to follow this requirement.

Addenda will be posted on the OpenGov portal which may be accessed via the City Purchasing Department website or at <https://procurement.opengov.com/portal/pueblo>. **It is the bidder's responsibility to verify whether any addenda were issued.**

Bidders must follow the submittal procedures outlined in the documents. The City reserves the right to reject any or all bids for any or all items covered in the Invitation for Bid, to waive informalities or defects in bids, or to accept such bids as it shall deem to be in its best interest.

Published: Tuesday, October 17, 2023 in The Pueblo Chieftain Newspaper

Public Improvement Invitation for Bid #23-100R (CI2307, WW2203)

Title: Roof Replacement - Streets Maintenance Facility Rebid

## 2. INTRODUCTION

### 2.1. Summary

This project will consist of the roof replacement of the Streets Maintenance Facility in Pueblo, Colorado.

### 2.2. Contact Information

#### **Purchasing Department**

-

230 S Mechanic Street

Pueblo, CO 81003

Email: [bidinfo@pueblo.us](mailto:bidinfo@pueblo.us)Phone: [\(719\) 553-2350](tel:(719)553-2350)

#### **Department:**

Public Works

### 2.3. Timeline

|                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|-------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Advertisement/Release Project Date</b> | October 17, 2023                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>Pre-Bid Meeting (Mandatory)</b>        | <p>October 24, 2023, 12:00pm</p> <p>In Person:<br/>Department of Public Works Conference Room<br/>211 E. D St.<br/>Pueblo, CO</p> <p>Zoom:<br/><a href="https://pueblo.zoom.us/j/85380461481">https://pueblo.zoom.us/j/85380461481</a></p> <p>Meeting ID: 853 8046 1481<br/>Passcode: 212945<br/>---</p> <p>One tap mobile<br/>+17193594580,,85380461481#,,,,*212945# US<br/>+16699006833,,85380461481#,,,,*212945# US<br/>(San Jose)</p> |
| <b>Question Submission Deadline</b>       | October 31, 2023, 4:00pm                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>Bid Opening</b>                        | November 8, 2023, 10:00am                                                                                                                                                                                                                                                                                                                                                                                                                 |

### 3. SPECIAL PROVISIONS

#### 3.1. GENERAL INSTRUCTIONS

All specifications included in the Special Provisions shall have precedence over and will govern in the event of a conflict with other sections contained in this document.

Bidders are responsible for obtaining, reading, and carefully examining the entire Contract Documents package, including any Addenda, prior to submitting a bid. Failure to do so will not relieve a Bidder from any obligation or responsibility to understand and comply with all requirements and conditions for this project.

**Downloaded plans/drawings must be printed as "Actual Size"; scaling is NOT correct when printed using other options.** It is the Bidder's sole responsibility to ensure plans are printed correctly and to inform third-party printers of this information. The City is not responsible for bidding errors resulting from Bidder's failure to follow this requirement.

Each bid must be accompanied by a certified check, cashier's check, money order or bid bond in the amount of five (5) percent of the grand total bid, plus all alternates if applicable, payable to the City of Pueblo as a guarantee that if the bid is accepted, the bidder will execute and file the proposed contract and bonds within ten (10) days from the date of the Notice of Award.

The City is accepting electronic bid submissions. Bidders shall create a FREE account with OpenGov by signing up at <https://procurement.opengov.com/signup>. Once you have completed account registration, browse back to this page, click on "Submit Response", and follow the instructions to submit the electronic bid.

All bids must be received at the City's Purchasing Department before the time specified. Only bids that are made out upon the City-prepared forms will be considered.

#### 3.2. PERFORMANCE OF WORK

Contractor must be capable of, and shall be required to, self-perform at least thirty percent (30%) of the actual labor or trade work (not supervision) required to complete the project. By submitting a bid, Contractor certifies that Contractor's own employees shall be utilized to meet the self-performance requirement. Supervision of subcontractors is not considered self-performance. Failure to meet this requirement may result in the bid being deemed non-responsive. Documented confirmation that Contractor is meeting this requirement during the performance of the work will be required.

#### 3.3. STANDARD CONSTRUCTION SPECIFICATIONS AND STANDARD DETAILS

The [Standard Construction Specifications and Standard Details for Pueblo, Colorado](#), adopted April 11, 2022, and as most recently amended, shall control the construction and quality of materials for this project except where specifically modified by the Special Provisions. Unless specifically modified by the Special Provisions, the Standard Construction Specifications and Standard Details shall control with respect to any inconsistencies with the Plans. The Standard Construction Specifications and Standard Details are not included in this bid package but are available on the City of Pueblo's website at

Public Improvement Invitation for Bid #23-100R (CI2307, WW2203)  
 Title: Roof Replacement - Streets Maintenance Facility Rebid

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<https://www.pueblo.us/475/2022-Construction-Standards>. By submitting a bid, the Contractor acknowledges possession of a copy of said document.

### 3.4. SPECIFICATION LANGUAGE

Specifications may be written in abbreviated style with incomplete sentences. Omission of words such as “The General Contractor shall”, “Conforming to”, “shall be”, etc., are intentional; omitted words shall be supplied by inference. Where words “approved”, “satisfactory”, “directed”, “submitted”, etc., are used it shall be assumed that the words “Project Manager” follows, such as “approved by the Project Manager”.

### 3.5. DEFINITION OF ENGINEER

The term “Engineer” as used in Sections GENERAL PROVISIONS Authority of Engineer (a) and (b), of GENERAL PROVISIONS, shall mean City Engineer with respect to all questions relating to the conformance of the work with the technical requirements of the plans and specifications, interpretation of the technical requirements of the plans and specifications, and with respect to the rejection of work and materials which do not conform. With respect to all other uses of the term “Engineer” in Section GENERAL PROVISIONS Authority of Engineer, the term shall mean the Director of Public Works. In Sections **TERMINATION FOR CAUSE, FINAL ACCEPTANCE OF THE WORK, COMMENCEMENT AND COMPLETION OF WORK** and **UNCORRECTED WORK** of GENERAL PROVISIONS, all references to Engineer shall mean the Director of Public Works. All other references to Engineer in GENERAL PROVISIONS not specifically addressed in this section shall mean the City Engineer.

### 3.6. APPROVED EQUAL

An approved equal, where noted, may be considered by the City. For consideration as an approved equal, a complete manufacturer’s submittal must be presented to the Project Manager at or before the pre-bid meeting. If approved, an addendum will be issued that lists all approved equal products or materials. No other products or materials will be considered.

### 3.7. INCONSISTENCIES

Any inquiries regarding seeming inconsistencies between the Plans and Specifications for this project must be made by Tuesday, October 31, 2023 at 4:00 pm (MT).

### 3.8. PREPAYMENT OF CITY SALES AND USE TAX

(This section applies only to public improvement construction projects \$1,000,000 and over.)

The Contractor shall make application for, and prepayment of, City sales and use tax on the estimated percentage basis being forty percent (40%) of the total Project bid as awarded, including Base Bid plus those Alternates selected. Application and prepayment shall be made within fourteen (14) days of the date authorized to proceed with construction of the Project as set forth in the Notice to Proceed. All applications and prepayments shall be coordinated directly with City’s Division of Sales and Use Tax, Attention: Tax Audit Manager, 1 City Hall Place, Pueblo, Colorado 81003.

Finance Department policy sets the threshold at \$1,000,000. Any contractual obligations below this amount will not generally be required to make a pre-payment of Use Tax.

### **3.9. PERA LIABILITY**

Contractor 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.

Awarded Contractor will be required to submit a completed Colorado PERA Questionnaire form. This form is available to view at <https://www.pueblo.us/DocumentCenter/View/19915/PERA-Form> and is included by reference in this Contract.

### **3.10. CONTRACTOR EVALUATION**

Pursuant to Ordinance No. 6510, dated February 14, 2000, the Department of Public Works shall evaluate the performance of Contractor using the Contractor/Consultant Satisfaction Program form. This form is available to view at <https://www.pueblo.us/1737/Information> and is included by reference in this Contract. The evaluation shall be utilized to review Contractor performance, increase communication, and foster positive business relationships. Evaluation shall also record documentation of Contractor's overall performance. Material failure to perform in accordance with the terms of one or more contracts, or materially unsatisfactory performance of one or more contracts, may be justification for disqualifying future bids by Contractor.

### **3.11. SITE INVESTIGATION**

By submitting a bid, Contractor acknowledges the nature and location of the work, the general and local conditions, particularly those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electric power, uncertainties of weather, physical conditions at the site, the character/quality of surface and subsurface materials to be encountered, the character of equipment and facilities needed prior to and during the work, and all other matters which can in any way affect the work or the cost thereof under this Contract. Failure by Contractor to acquaint themselves with all the available information concerning these conditions will not relieve them from responsibility for estimating properly the difficulty or cost of successfully performing the work.

### **3.12. PRE-CONSTRUCTION CONFERENCE**

The Contractor shall attend a pre-construction conference with the Project Manager, City employees, representatives of the utility companies, and/or other interested parties prior to any construction.

**Preconstruction meeting will be scheduled 7-10 days after notice of award is issued.**

#### **Documents Required to be submitted at Pre-Construction Conference**

- Contractor Organization with 24-hour emergency contact
- Schedule
- Material Submittals

### 3.13. SAFETY REGULATIONS

The Contractor shall be aware of and shall comply with all State and Federal Safety regulations which are applicable to the work included under this Contract. Enforcement will be by the proper State and Federal regulatory agencies.

If any construction activity is deemed to be unsafe for inspection, Contractor shall, upon notification, discontinue work until the deficiencies are corrected and the job can be properly inspected.

### 3.14. EMERGENCY REPAIR OR PROTECTIVE WORK BY THE CITY OF PUEBLO

As referenced in Sections PROTECTION OF THE PUBLIC, WORK, AND PROPERTY and ACCIDENT PREVENTION of the [GENERAL PROVISIONS](#), it is the Contractor's responsibility to provide adequate barricades, protective devices and safety measures, and to employ other precautionary means for the adequate protection of the public, the work, and public/private property from injury or loss. Should the City become aware of any condition or circumstance arising from the work, or with respect to any excavation or areas disturbed by Contractor which, in the opinion of the Project Manager, creates or results in any imminent or unreasonable risk to the health/safety of the public or to public/private property, the City may undertake emergency work or repairs. Such work may include, by way of illustration, provision of barricades, traffic control devices or flagmen, deployment or warning signs, repair of lines under construction, repair of collapsed excavations or sinkholes, placement of sandbags or dams, and other emergency efforts. The determination of the necessity during the construction and warranty periods for the City to do any such emergency work or repairs shall rest entirely with the Project Manager. The cost of emergency work done by the City, including the actual cost of labor, equipment, and materials, plus 100 percent, shall be deducted from any amounts otherwise owed to Contractor, or may be invoiced to Contractor, or the same amount shall be recovered from Contractor's performance bond.

### 3.15. REPRESENTATIVE AVAILABLE FOR EMERGENCY CALLS

The Contractor shall provide the name, address and phone number of a representative who may be reached at any time during the life of the Contract regarding repairs, detours, barricading, etc. This information shall be furnished in writing to the Project Manager.

### 3.16. SITE RESTORATION AND CLEANUP

Contractor shall maintain and/or repair any damage done to all existing properties, public or private, adjacent to site improvements, including but not limited to, asphalt, base course, utilities, sod, irrigation systems and landscaped areas. In general, disturbed areas shall be replaced to the lines, grades, thickness, and like materials of the existing conditions unless otherwise stated on the plans. Restoration shall be consistent with that of areas adjacent to the limits of construction. Grass and other plant areas shall be restored, maintained, and irrigated until final acceptance by the Project Manager. Fabric shall be installed under all rock landscape areas. Any landscape material salvaged by Contractor for reuse will not be acceptable if contaminated by dirt or different landscape material. Slopes to match from the new improvements to existing improvements shall not exceed a 4:1 slope.



Site restoration and cleanup will not be measured or paid separately but shall be included in the unit prices for each bid item. Partial payments will not be made on any bid item until the restoration and cleanup associated with that item is satisfactorily complete and acceptable to the Project Manager.

### **3.17. UTILITY LOCATIONS**

The accuracy of information furnished in regard to underground utilities is not guaranteed. The utility locations are approximate and may not include all utilities. Contractor shall determine the exact location of all utilities before commencing work. Contractor shall be fully responsible for any damage which might occur due to Contractor's failure to locate and protect all utilities. Contractor shall repair or have repaired, at no cost to the City, any damage to utilities.

Existing utilities include gas, water, service lines, meters, meter cans, buried telephone cables, buried power lines, pedestals, utility poles, sanitary sewer, manholes and services, and any other existing utility.

### **3.18. OVERHEAD AND/OR UNDERGROUND HIGH VOLTAGE POWER LINES**

Unless danger against contact with high voltage overhead and/or underground lines has been effectively guarded against, Contractor shall not perform any function/activity upon any land, building, highway, or other premises if at any time during the performance of any function/activity it could move or be placed within ten (10) feet of any high voltage overhead and/or underground line. If work is to be performed within ten (10) feet of high voltage overhead and/or underground lines, the public utility must first be notified to arrange for safety provisions. Contractor may perform the work only after arrangements, including coordination and payment of fees, if applicable, have been made with the utility company.

### **3.19. COORDINATION OF CONSTRUCTION ACTIVITIES**

Contractor and subcontractors shall coordinate work with all other construction activities and contractors; and cooperate with them to facilitate general progress of the work. Each trade shall afford other trades every reasonable opportunity for installation and storage of materials.

### **3.20. WORK BY OTHERS**

Contractor shall coordinate work on the project with all work shown on the plans which is to be done by "others". It is the Contractor's responsibility to coordinate work with each entity and incorporate it into the project schedule.

Pueblo Board of Water Works shall complete the work to relocate fire hydrants as shown on the plans.

Black Hills Energy shall complete the work to relocate light poles as shown on the plans.

### **3.21. COMPLETE WORK ON TIME**

Failure to complete the work by the allotted 212 calendar days shall result in the assessing of liquidated damages according to [GENERAL PROVISIONS](#).

### **3.22. LAYING OUT WORK**

Contractor shall locate all general reference points and take such action as necessary to prevent their destruction. Contractor shall lay out their own work and be responsible for all lines, elevations, and

measurements of the building, grading, utilities, and other work executed under this Contract. Contractor shall exercise proper precaution to verify figures shown on the drawing before laying out work and will be responsible for any error resulting from failure to exercise such precautions.

### **3.23. HOURS OF WORK**

The Project Manager and the Inspection Division are available from 7:00 a.m. to 12:00 p.m. and 1:00 p.m. to 4:00 p.m., Monday through Friday, excluding holidays. Any work done outside of these hours must be approved by the Project Manager.

### **3.24. MOBILIZATION**

This item shall consist of mobilizing of personnel, equipment, and supplies to the project site in preparation for work on the project. Item shall include all costs incurred which must be performed prior to beginning the other items.

Partial payments for mobilization will be made each month as the work progresses. These payments will be made as follows:

- A. When ten percent (10%) of the project bid amount is earned, fifty percent (50%) of the amount bid for mobilization will be paid.
- B. When fifty percent (50%) of the project bid amount is earned, one hundred percent (100%) of the amount bid for mobilization will be paid.
- C. The sum of all payments shall not exceed the original amount bid for the item, regardless of the fact that Contractor may have, for any reason, shut down the work on the project or moved equipment away and then back again.

Note: Payments for materials on hand will be included as a percent of original project bid amount earned until said materials have been incorporated into the work and accepted and paid for by the City.

### **3.25. PERMITS AND FEES**

It shall be the Contractor's responsibility to investigate and assess the requirements for all necessary environmental, drainage, and construction permits. The total cost of all permits or fees which may be required shall be included in the bid proposal. No additional payment shall be allowed for any permits or fees required to complete the project. Contractor shall comply with all conditions of the permits. City and/or other agency fines are the sole responsibility of the Contractor.

Following is a list of potential permits required for the project. Contractor shall be responsible for verifying this list and adding/obtaining any additional permits needed for the project.

- Air Quality Permit
  - Permitting Agency: Pueblo County/Colorado Department of Public Health and Environment
  - Responsibility to Obtain: Contractor
- CDPHE Stormwater Construction Permit



- Permitting Agency: Colorado Department of Public Health and Environment
- Responsibility to Obtain: Contractor
- Excavation Permit
  - Permitting Agency: City of Pueblo
  - Responsibility to Obtain: Contractor
- Concrete Permit
  - Permitting Agency: City of Pueblo
  - Responsibility to Obtain: Contractor
- Traffic Control Permit
  - Permitting Agency: City of Pueblo
  - Responsibility to Obtain: Contractor
- Fugitive Particulate Emissions Control Plan
  - Permitting Agency: Colorado Department of Public Health and Environment
  - Responsibility to Obtain: Contractor

### 3.26. BUILDER'S RISK INSURANCE

Builder's Risk Insurance will be required for any buildings or structures on this project. The insurance shall include both existing buildings/structures and new construction. Contractor shall submit to the City proof of Builder's Risk Insurance in accordance with this value and [GENERAL PROVISIONS](#), Section CONTRACTOR'S INSURANCE (e). The Builder's Risk Policy shall provide a separate limit for the stated value of the existing building and the bid amount. The Grand Total Bid submitted must include the Contractor's cost to provide Builder's Risk Insurance as required.

The current value of Streets Maintenance Facility located at 310 E. D Street, Pueblo, CO 81003, is \$3,000,000. The Streets Maintenance Facility was built in 1994 and is of Brick veneer over steel framing construction.

### 3.27. Standing Seam System Panels

Roof panels are to be field seamed by erector with manufacturer's seamer, reference installation manual and/or operating instruction provided with shipment of seamer. Panels shall be one continuous piece of 040 aluminum. Design shall include continuous clip at roof edge.

### 3.28. Warranty

Contractor shall provide a 30-year No Dollar Limit warranty for all low-slope and standing seam materials and details.

## 4. LABOR PROVISIONS

### 4.1. CONTRACTOR BONDS

Payment and performance bonds are required to be filed prior to issuance of Notice to Proceed. The specific requirements for such bonds are set forth in Section CONTRACT SECURITY of the [GENERAL PROVISIONS](#).

### 4.2. NONDISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS

In accordance with §1.8 of the Pueblo Municipal Code (entire Code included by reference), all contractors shall meet and comply with the following provisions which shall be contained in all municipal contracts:

- A. The Contractor 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 Contractor 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 Contractor will post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City 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 bidder 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. It is the policy of the City to provide equal opportunity in employment without regard to race, color, religion, sex, sexual orientation, ancestry, disability, age, or national origin. It is hereby deemed and declared to be for the public welfare and in the best interests of the City to require bidders and contractors furnishing and providing work, services, supplies and materials to the City under municipal contracts not to discriminate in the hiring and promoting of employees in order to further equal employment opportunities for members of minority groups and women. 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, ancestry, disability, age, or national origin. (§1.8.3 of the PMC; Ord. No. 4479, 5-22-78; Ord. No. 8453 §2, 2-27-12)
- C. Contractor will meet or comply with the letter and spirit of Chapter 8, Title 1 of the Pueblo Municipal Code (as amended) and applicable State statutes. If the municipal contract involves

construction work or the providing of supplies or materials in excess of ten thousand dollars (\$10,000.00) in the building and construction trades industry, Contractor shall have adopted and file with the City a copy of the Contractor's complying Affirmative Action Program. A complying Affirmative Action Program shall be a written affirmative action program meeting all the requirements of Chapter 60 of Title 41, Code of Federal Regulations (41 CFR, Chapter 60), including all parts and subparts thereof. This requirement applies regardless of whether Federal financial assistance has been provided for this project.

- D. In the event of Contractor's non-compliance with the requirements of Chapter 8, Title 1 of the Pueblo Municipal Code (as amended), the Contract may be cancelled, terminated, or suspended, in whole or in part, and Contractor may be declared ineligible for further contracts with the City of Pueblo.
- E. Contractor will include the provisions of the above listed paragraphs (a) through (d) in every sub-contract entered in to by Contractor to provide and furnish work, services, supplies, or materials under a City project.

#### 4.3. COMPLIANCE REVIEW

- A. The City of Pueblo shall have the power to review, upon not less than five (5) days notice, and during normal business hours, the employment practices of Contractor during the performance of every such City project, and of subcontractors during the performance of every sub-contract awarded thereunder, to obtain information relating to compliance or non-compliance with non-discrimination and equal employment requirements.
- B. When a written complaint is filed and an investigation by the City indicates that there has been a violation of this provision, or when a compliance review by the City indicates that a contractor or subcontractor has violated this provision, the City shall issue and cause to be served on said Contractor or subcontractor a Notice of Violation. Such notice shall specify the violations and shall direct the Contractor or subcontractor to respond in writing within ten (10) days to show cause why the sanctions of the provision should not be imposed. The City shall forward a copy of the Notice of Violation and the response of the Contractor or subcontractor to the City Mayor within thirty (30) days from the date of such notice.
- C. The City Mayor or authorized City representative shall review the Notice of Violation and response and shall determine whether any violations have occurred. If the City representative has determined that a violation has occurred, they may impose such sanctions as deemed appropriate, including, but not limited to, suspending or terminating the Contract involved or any portion or portions thereof, or causing to be removed from the list of eligible pre-qualified contractors the names of contractors or subcontractors found to be in noncompliance with the non-discrimination and equal employment opportunity requirements of the provision and the provision of any such contract or subcontract awarded thereunder until such time as the City is satisfied that such contractors or subcontractors are in compliance with said requirements.

Public Improvement Invitation for Bid #23-100R (CI2307, WW2203)

Title: Roof Replacement - Streets Maintenance Facility Rebid

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#### 4.4. FEDERAL REQUIREMENTS GOVERN

Federal requirements govern. Whenever the provisions and requirements of this Chapter, or of the bidding 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)

#### 4.5. COMPLIANCE

By submitting a bid Contractor agrees to abide by the provisions herein set forth and will require any and all subcontractors to comply with said provisions.

## 5. GENERAL PROVISIONS

The provisions of this Section are of a general nature and are intended to apply to contract work of all types. Whenever any of these provisions do not apply to a specific contract, the exceptions are noted in [SPECIAL PROVISIONS](#).

### 5.1. [BIDDING AND CONTRACT EXECUTION: DEFINITIONS](#)

The following terms, as used in these Contract Documents, are respectively defined as follows:

- A. **City:** City of Pueblo, Colorado
- B. **Closing Time:** The scheduled closing time for the receipt of bids and the opening thereof.
- C. **Contractor:** The person, persons, firm, or corporation to whom the within Contract is awarded by the City and who is subject to the terms of said Contract. Also, the agents, employees, workers, or assignees of said Contractor.
- D. **Engineer:** Unless otherwise stated in the Special Provisions, Engineer shall mean the Director of Public Works of Pueblo, Colorado, or their authorized agents.
- E. **Work:** All work contemplated by the Contract Documents and Specifications including materials, labor, supervision, and use of tools necessary to complete the project in full compliance with the terms of the Contract.
- F. **Notice:** Where in any section of the Contract Document there is any provision in respect to the giving of any notice, such notice shall be deemed to have been given (as to the City) when written notice shall be delivered to the Engineer or shall have been placed in the United States Mail addressed to the Purchasing Department at the place where the bids, or proposals for the Contract were opened; (as to the Contractor) when a written notice shall be delivered to the chief representative of the Contractor at the site of the project to be constructed under the Contract or when such written notice shall have been placed in the United States mail addressed to the Contractor at the place stated in the papers prepared by them to accompany their proposal as the address of their permanent place of business; (as to the Surety) on the performance and payment bonds when a written notice is placed in the United States mails addressed to the Surety at either the home office of such Surety or when such notice is placed in the United States mails addressed to the Commissioner of Insurance of the State of Colorado.
- G. **Project:** The entire improvement proposed by the City to be constructed in whole or in part pursuant to the Contract Documents.
- H. **Subcontractor:** A person, firm, or corporation, other than the Contractor, supplying labor and materials, or labor only, on work at the site of the project, having a direct contract with the Contractor and including one who furnishes material worked to a special design according to the plans and specifications of this work, but not including one who merely furnishes material not so worked.

- I. **Surety:** The person, firm, or corporation that has executed, as surety, the Contractor's Performance and Payment Bonds.

## 5.2. BIDDING AND CONTRACT EXECUTION: SITE EXAMINATION

- A. Bidders shall inform themselves of the conditions under which the work is to be performed, concerning the site of the work, the structure of the ground, obstacles which may be encountered, availability of labor and all other relevant matters concerning the work to be performed. Where soil reports or test boring logs indicating underground conditions are provided or shown on the plans, such information shall be considered only as indicative of conditions as observed at the time and place indicated, and the City in no way warrants the accuracy or reliability of said reports or boring logs and is not responsible for any deduction, interpretation or conclusion drawn therefrom by the Contractor. Contractor acknowledges that the City shall not be held responsible for any variance in conditions or unforeseen conditions encountered at the time of actual construction. It shall be the responsibility of the Contractor to satisfy themselves by such methods as they deem necessary prior to the letting as to underground conditions, structures, and obstacles to be encountered.
- B. The Contractor to whom a contract is awarded will not be allowed any extra compensation by reason of any matter or thing concerning which they might fully have informed themselves, prior to the bidding. Misunderstanding as to the amount of work, availability of materials or labor shall be no cause for failure to enter into the Contract or to perform the same.
- C. The successful Contractor will be required to employ, so far as possible, such methods and means in the carrying out of their work as will not cause any interruption or interference with any other Contractor.

## 5.3. BIDDING AND CONTRACT EXECUTION: SPECIFICATION REQUIREMENTS

- A. The bidder is expected to base their bid on materials and equipment complying fully with the plans and specifications, and in the event they name in their bid, materials or equipment which do not conform, they will be responsible for furnishing materials and equipment which fully conform at no change in their bid price.
- B. Before submitting a bid, each Contractor should read the complete specifications and plans, including all related documents contained herein, all of which contain provisions applicable not only to the successful bidder, but also to their subcontractors.

## 5.4. BIDDING AND CONTRACT EXECUTION: SUSPENSION AND DEBARMENT

- A. Bidder acknowledges that as of the solicitation submittal date, neither the Contractor, nor its subcontractor(s), is (a) 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 (b) indicted, convicted or had a Judgment rendered against the Contractor, 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 Contractor, or its subcontractor(s), from contracting with the City of Pueblo, Federal or State government, or any agency or instrumentality thereof.

#### 5.5. BIDDING AND CONTRACT EXECUTION: STATEMENT OF BIDDER'S PLANT AND FINANCIAL CONDITION

- A. Each bidder shall be prepared to submit the following data within seven (7) days upon demand of the Purchasing Agent.
1. A statement that the bidder maintains a permanent place of business and address thereof;
  2. A statement of the equipment which the bidder proposes to use on the project, together with a statement identifying that equipment previously mentioned which the bidder owns and that which bidder does not own, but is certain they will be able to rent or otherwise procure for use on the project;
  3. A financial statement, duly sworn to and in form approved by the City, listing assets and liabilities;
  4. Statement listing projects of similar nature which the bidder has constructed or in the construction of which the bidder was actively engaged in a responsible capacity;
  5. A statement that the bidder: (i) is not presently debarred or suspended by the Colorado State purchasing director or the head of any Colorado purchasing agency, (ii) is not listed on any federal government list of debarments, suspensions or voluntary exclusions, including but not limited to, the List of Parties Excluded From Federal Procurement or Nonprocurement Programs maintained by the General Services Administration, and (iii) neither bidder nor any person or firm who has an interest in bidder's firm is a person or firm ineligible to be awarded a federal government contract by virtue of any provision of federal law. In the event bidder cannot truthfully make the required statement, bidder shall furnish a detailed statement indicating the reasons therefore.
- B. By submitting a bid, bidder authorizes the City to obtain information concerning bidder's performance on other projects it has performed during the prior five (5) years, including those listed by bidder and those not listed which City may become aware of. The bidder 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 bidder's performance on prior projects. In order to effectuate the intent of this clause, bidder may be required by City to execute information release authorization forms.



- C. Any bidder may be required by the City to submit additional data to satisfy the City that such bidder is prepared to fulfill the Contract if it is awarded to them.
- D. The failure of bidder to furnish any information which is or may be required to be furnished under this section shall be grounds for determining bidder not responsible.

#### 5.6. BIDDING AND CONTRACT EXECUTION: CONDITIONS IN A BIDDER'S PROPOSAL

A bidder shall not stipulate in their proposal any conditions not contained in the Contract Documents.

#### 5.7. BIDDING AND CONTRACT EXECUTION: QUANTITIES

Bidders must satisfy themselves by personal examination of the locations of the proposed work and by such other means as they may prefer as to the correctness of any quantities listed in the proposal and shall not after submission of their proposal, dispute or complain of such estimate, nor assert that there was any misunderstanding in regard to the nature or amount of work to be done.

#### 5.8. BIDS: DATA SHEETS

Where data sheets concerning equipment to be furnished are included in the Specification Documents as a part of the proposal, the bidder shall furnish the required information by filling in the data sheets complete in every detail. In the event that such data sheets are insufficient, or do not readily lend themselves to the correct description of the equipment, the bidder shall file with the bid additional statements setting out the necessary information. Failure to furnish such information as is required on the data sheets will be considered as grounds for rejecting the bid.

#### 5.9. BIDS: SUBMISSION AND CONSIDERATION OF BIDS

- A. All bids are to be made only on forms furnished by the City. Total bid prices are to be written both by words and by figures; in case of conflict, former will apply. Unit bids may be made by figures only. No bid will be accepted which does not contain an adequate or reasonable price for each and every item named in the bidding schedule on the Contract bid form.
- B. The City reserves the right to waive any or all informalities in bids.
- C. The City reserves the right to reject any or all bids, or any or all parts of bids
- D. A Colorado resident bidder shall be allowed a preference against a nonresident bidder to the extent authorized by, and subject to the limitations of, Articles 18 and 19 of Title 8, Colorado Revised Statutes; provided however, that this paragraph shall be suspended to the extent any such preference is inconsistent with a requirement of federal law or the terms and conditions of any grant or cooperative agreement to which the City is a party which relates to the Project.



#### 5.10. BIDS: BID SECURITY

- A. No bid will be received unless accompanied by a certified check, cashier's check, money order, bid bond or other suitable collateral, as set forth in the Contract Documents, payable to the City as a guarantee that if the bid is accepted, the bidder will execute and file the proposed Contract and bonds within ten (10) business days from the date of the award of the Contract. On failure of the successful bidder to execute the Contract and furnish bonds, they shall forfeit the deposit as agreed as liquidated damages, and the acceptance of the bid will be contingent upon the fulfillment of this requirement by the bidder.
- B. The bid security of the three lowest formal bidders for each contract may be held until the Contract is executed and approved and then returned to the bidders. The balance of bid securities submitted will be returned within seven (7) days after the opening of bids.

#### 5.11. BIDS: SIGNING OF BIDS

- A. Bids which are not signed by individuals making them should have attached thereto a power of attorney evidencing authority to sign the bid in the name of the person for whom it is signed.
- B. Bids which are signed for a co partnership should be signed by all of the co-partners or by an attorney in fact. If signed by an attorney in fact, there should be attached to the bid a power of attorney evidencing authority to sign the bid.
- C. Bids which are signed for a corporation should have the correct corporate name thereof and should be signed by the president or vice president.
- D. If bids are signed for any other legal entity, the authorization of the person signing for such legal entity should be attached to the bid.

#### 5.12. BIDS: MODIFICATION OF BIDS

Modification of bids already submitted will be permitted, provided such modification be in writing and transmitted to the Purchasing Agent of the City prior to closing time. Such modification shall not reveal the total amount of the original or revised bid.

#### 5.13. BIDS: WITHDRAWAL OF BIDS

Any bidder may withdraw their bid any time prior to the closing time, but no bid shall be withdrawn for a period of one hundred twenty (120) days after closing time. Negligence or mistake on the part of the bidder shall not constitute a right to withdraw after closing time. Any bid received after closing time will be rejected.

#### 5.14. BIDS: DUPLICATION OF BIDS

If more than one bid be offered by one party, all such bids shall be returned unopened. If duplicate bids are not discovered until after opening, such duplication shall be cause for immediate rejection of such bids. A party who has quoted prices to a bidder is not thereby disqualified from quoting prices to other bidders, or from submitting a direct bid on their own behalf.

#### 5.15. BIDS: ALTERNATES

- A. If the bid form includes alternates, each bidder shall bid on each alternate unless otherwise directed in the Special Conditions or other Contract Documents.
- B. Each bidder must submit such special data, if any, in respect to such alternate which any section of the Contract Documents requires to be submitted with each bid.

#### 5.16. BIDS: SUPPLEMENTAL UNIT PRICES

- A. On a lump sum contract, or partial lump sum contract, the City reserves the right to reject any or all supplemental unit prices which it deems to be excessive or unreasonable.
- B. In cases where any part or all of the bidding is to be received on a unit price basis, the quantities stated are not intended to govern. The quantities stated, on which unit prices are to be invited are approximate only, and each bidder will be required to make their own estimates of amounts, and to calculate their unit price bid accordingly. Bids will be compared on the basis of the stated number of units in the proposal form. Such estimated quantities, while made from the best information available, are approximate only. Payment on the Contract will be based on actual number of units installed on the completed work. In the event of an error in the extension of prices, the unit price bid shall govern.

#### 5.17. CONTRACTS: AWARD OF CONTRACT

- A. The Contract shall be awarded to the responsible bidder submitting the lowest and most responsive bid within one hundred twenty (120) days from the date of opening of said bids. Award shall be at the sole discretion of the City.
- B. Subject to execution of the Contract by the Director of Finance certifying that a balance of appropriation exists and funds are available, the amount of money appropriated is equal to or in excess of the contract price; provided, however, that if construction is phased and subject to annual appropriation, funds only in the amount of initial appropriation are available and Contractor shall confirm availability of funds before proceeding with work exceeding initial and subsequent annual appropriations.

### 5.18. CONTRACTS: DEFINITION OF AWARD

The Contract shall be deemed to have been awarded when formal Notice of Award shall have been duly served upon the intended awardee (i.e., the bidder to whom the City contemplates awarding the Contract) by the Purchasing Agent of the City.

### 5.19. CONTRACTS: EXECUTION OF CONTRACTS AND BONDS

- A. The successful bidder shall enter into a written contract agreement with the City on the form attached hereto. The bidder must comply with all State and Federal Laws as to provision of Workers' Compensation. Such contract agreement shall be subject to the Charter of Pueblo, the Code of Ordinances, City of Pueblo, and the Ordinance, if any, creating any Special Improvement District formed to carry out this project.
- B. Each contract shall be executed in one (1) original counterpart, unless instructed otherwise in Notice of Award, and there shall be executed original counterparts of the Contractor's Performance Bond and Payment Bond in equal number to the executed original counterparts of the Contract. Not less than two (2) copies of such executed documents will be retained by the City and one (1) copy will be delivered to the Contractor. The successful contractor must provide workers' compensation insurance and public liability and property damage insurance as outlined in the General Provisions of the Contract. The costs of executing the bonds and contract and insurance, including all notarial fees and expense, are to be paid by the Contractor to whom the Contract is awarded.

### 5.20. CONTRACT: CONTRACT SECURITY

The Contractor shall furnish a good and sufficient Performance Bond and Payment Bond on the forms attached hereto each in an amount not less than the full amount of the contract price, as security for the faithful performance of the Contract and for the payment of all persons performing labor and furnishing material in connection with the work. Said bonds shall be executed by a corporate surety duly authorized to issue bonds in the State of Colorado. Said bonds shall also be complete surety for all guarantees of materials and workmanship required by any provision of the Contract Documents or the specifications. If at any time during the continuance of the Contract a Surety on either of the Contractor's bonds becomes irresponsible or insolvent the City shall have the right to require additional and sufficient sureties which the Contractor shall furnish within ten (10) days after written notice to do so.

### 5.21. CONTRACTS: VERBAL AGREEMENTS

No verbal agreements or conversations with any agent or employee of the City, either before or after execution of the Contract, shall affect or modify any of the terms or obligations contained in any of the documents comprising said Contract.

## 5.22. CONTRACTS: SCHEDULE OF UNIT PRICES

- A. Promptly following the execution of the Contract Documents for all lump sum contracts, the Contractor shall prepare and transmit to the Engineer two copies of an itemized breakdown showing the unit quantities of each major construction item and the corresponding unit prices. Such unit prices shall contain all costs including profit, of each item complete in place. The total cost of all the items shall equal the contract price for the project. This breakdown when approved by the Engineer, will be used primarily in determining payment due the Contractor on periodical estimates. If, in the opinion of the Engineer, any unit price submitted by the Contractor is unbalanced, a detailed breakdown of the items contained in the unit will be required.
- B. For contracts bid on a unit price basis, unit bid prices for substantially completed work will be used in determining payment due the Contractor on periodical estimates. Partially completed units may be paid for in periodical estimates.

## 5.23. SUBCONTRACTS: SUBCONTRACTORS

- A. SPECIAL PROVISIONS The Contractor shall as soon as possible after the execution of the Contract, notify the City in writing of the names of the subcontractors proposed on the Contract, and shall not employ any subcontractor that the City objects to as incompetent, unfit or otherwise disqualified. Additionally, Contractor shall not employ in the work any subcontractor, nor obtain materials from any supplier, who is (1) debarred or suspended by the Colorado state purchasing director or head of any Colorado purchasing agency or (2) listed on any federal government list of debarments, suspensions or voluntary exclusions, including but not limited to, the List of Parties Excluded from Federal Procurement or Nonprocurement Programs maintained by the General Services Administration.
- B. The Contractor agrees to be fully responsible to the City for the acts or omissions of their subcontractors and of anyone employed directly or indirectly by the Contractor or subcontractors and this contract obligation shall be in addition to the liability imposed by law upon the contractor.
- C. Nothing contained in the Contract Documents shall create any contractual relationship between any subcontractor and the City.
- D. The Contractor agrees to bind every subcontractor (and every subcontractor of a subcontractor) by the terms of the General Provisions and the SPECIAL PROVISIONS of the Contract, Plans and Specifications as far as applicable to their work, unless specifically noted to the contrary in a subcontract approved in writing as adequate by the City.

#### 5.24. SUBCONTRACTS: ASSIGNMENT OF CONTRACT

No assignment by the Contractor of any principal construction contract or any part thereof or of the funds to be received thereunder by the Contractor, will be recognized unless such assignment has had the written approval of the City and the Surety has been given due notice of such assignment and has furnished written consent thereto. Such written approval by the City shall not relieve the Contractor of the obligations incurred by them under the terms of this Contract. In addition to the usual recitals in assignment contracts, the following language must be set forth:

"It is agreed that the funds to be paid to the assignee under this assignment are subject to a prior lien for services rendered or materials supplied for the performance of the work called for in said contract in favor of all persons, firms or corporations."

#### 5.25. SUBCONTRACTS: OTHER CONTRACTS

The City may award other contracts for additional work, at the site of the project (or other locations) and the Contractor shall fully cooperate with such other contractors and carefully fit their own work to that provided under other contracts as may be directed by the City. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor.

#### 5.26. INDEMNITY AND INSURANCE: INDEMNITY

The Contractor and their sureties shall indemnify, defend and save harmless the City of Pueblo and all of its officers, agents and employees from all suits, actions or claims of any character, name and description brought for or on account of any injuries or damage received or sustained by any person or persons or property, on account of any negligent act or fault of the Contractor, their agents or employees, in performance of said Contract; or on account of the failure of the Contractor to provide necessary barricades, warning lights or signs; and shall forthwith pay any judgment, with costs, which may be obtained against the City, its officers, agents or employees, growing out of such injury or damage.

#### 5.27. INDEMNITY AND INSURANCE: CONTRACTOR'S INSURANCE

The Contractor shall not commence work under this Contract until Contractor has obtained at their own expense and without cost to the City all insurance required under this paragraph and such insurance has been approved by the City Attorney, nor shall the Contractor allow any subcontractor to commence work on their subcontract until all similar insurance required of the subcontractor has been so obtained and approved. The Contractor shall maintain such insurance until the final acceptance by the City of all construction covered by the Contract.

- A. **Commercial General Liability Insurance:** The Contractor 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 Contractor with respect to all work performed by them and all their subcontractors under the Contract, to be written on a Commercial General Liability policy form CG 00 01. 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 be endorsed naming the City of Pueblo, its agents, officers, and employees as additional insureds. To the extent that Contractor's work, or work under their direction, may require blasting, explosive conditions, or underground operations, the commercial general liability coverage shall contain no exclusion relative to blasting, explosion, collapse of building, or damage to underground property. The policy shall also provide coverage for contractual liability assumed by Contractor under the provisions of the Contract, and "Completed Operations and Projects Liability" coverage.

- B. **Comprehensive Automobile Liability Insurance:** The Contractor shall procure and maintain during the period of the Contract 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 Contractor 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 Contractor.
- C. **Workers' Compensation Insurance:** The Contractor shall procure and maintain during the period of this Contract and for such additional time as work on this project is being performed, Workers' Compensation Insurance, including Occupational Disease Provisions, fully complying with the provisions of the Workers' Compensation Act, as amended, of the State of Colorado. Such insurance shall be obtained notwithstanding that Contractor may have no employees as defined under said Act or that Contractor might otherwise avail itself of an exemption under the Act from any legal requirement to obtain such coverage. Such insurance shall cover all employees of Contractor performing work on the project irrespective of whether such employees may be shareholders, managers, partners or owners of Contractor or exempt employees under the Act. If any class of employees engaged in hazardous work under this Contract at the site of the project is not protected by the Workers' Compensation Statute, the Contractor shall provide, and similarly shall cause each subcontractor to provide, special insurance for the protection of such employees not otherwise protected. Workers' Compensation policy shall contain an endorsement waiving subrogation against the City.
- D. **Inland Marine/Installation Floater Insurance:** All tools and equipment that the Contractor has at the job site or is owned by the Contractor and/or subcontractors are the responsibility of the Contractor, respectively. Contractor shall obtain an installation floater to cover that portion of the work to be constructed, installed, altered or repaired by contractor. The installation floater policy must include coverage for the fixtures, materials, supplies, machinery and equipment used in or incidental to the construction project as well as property kept off-site or while in transit. Coverage must also include property of others in the contractor's care, custody or control including but not limited to materials paid for by City pursuant to General Provisions Section 5.63 of this contract. The City shall be named as loss payee on the policy with coverage

extending through the final completion date for all materials or supplies purchased for the project. The City of Pueblo assumes no responsibility for protection, maintenance, or repair of any tools or equipment used on this project.

- E. **Builder's Risk Insurance:** When specified in [SPECIAL PROVISIONS](#), the Contractor shall secure and maintain during the period of this Contract, Builder's Risk "All Risk" Completed Value Insurance coverage (including vandalism) upon 100% of the cost of the entire project which is the subject of this Contract and including completed work, work in progress, and materials delivered to the site for incorporation therein. Such insurance shall include as additional named insureds, the City, its officers, agents and employees, and any other person with an insurable interest designated by the City as an Additional Named Insured. Such insurance may have a \$2,500 maximum deductible clause, which deductible amount shall be the responsibility of the Contractor. In the event the project site is located within the floodway or floodplain, or located within 500 feet of any lake, stream, river or other natural watercourse, the policy shall contain a flood endorsement.
- F. **Any Subcontractor Performing Work for the Contractor:** Any subcontractor performing work for the Contractor under the Contract shall provide certificates of insurance protection to the Contractor and to the City of Pueblo, Colorado, of the same type and in the same amounts as required by the Contractor.
- G. **The Insurance Coverage:** The insurance coverage enumerated in the above subparagraphs constitutes the minimum requirements and said enumeration shall in no way lessen or limit the liability of the Contractor under the terms of the Contract. The Contractor shall procure and maintain, at their own cost and expense, any additional kinds and amounts of insurance that, in their own judgement, may be necessary for their proper protection in the prosecution of the work.
- H. **Certificates of Insurance:** Certificates of Insurance for Workers' Compensation Insurance, Commercial General Liability Insurance, and Comprehensive Automobile Liability Insurance shall be filed with the City prior to the execution of the Contract. Certificates for Builder's Risk Insurance shall also be filed with the City when such insurance is required for the project. Said insurance shall not thereafter be canceled, permitted to expire, or be changed without 30 days advance written notice to the City.

## 5.28. [GUARANTEES, PATENTS, PERMITS: GUARANTEES](#)

- A. All work shall be constructed in compliance with applicable building and construction codes and must be guaranteed for a period of two (2) years from the date of final acceptance, or for such other period as may be required in the [SPECIAL PROVISIONS](#).
- B. In placing orders for equipment, the Contractor shall purchase same only under a written guarantee from the respective manufacturer that the equipment supplied will function satisfactorily as an integral part of the completed project in accordance with the plans and



specifications. Furthermore, the Contractor shall require that the manufacturer agree in writing at the time the order for equipment is placed, that they will be responsible for the proper functioning of the equipment in cooperation with the Contractor, and that whenever necessary during the installation period or tuning up period following construction period the manufacturer will supply, without additional cost to the City, such superintendence and mechanical labor and any additional parts and labor needed to make the equipment function satisfactorily, even if same was not shown on approved shop drawings.

- C. The provisions of this section concerning guarantee by Contractor shall be construed in a manner consistent with the requirements and limitations of 23 CFR § 635.413.

#### **5.29. GUARANTEES, PATENTS, PERMITS: PERMITS, SURVEYS, AND COMPLIANCE WITH LAWS**

- A. Except as may otherwise be indicated in the Contract Documents, the Contractor shall procure at their own expense all permits, licenses, and bonds necessary for the prosecution of their work, and/or required by Municipal, State, and Federal regulations and laws, including, but not limited to, permits for transportation of materials and equipment, blasting, environmental permits, and any other permit required for the project or Contractor's operations, regardless of whether the necessity for such permit is disclosed in the plans and specifications.
- B. The City will furnish all site surveys, easements, and rights of way necessary for construction of any permanent works required in the specifications, where such work is to be done on property other than the City's.
- C. The Contractor shall give all notices, pay all fees and taxes, including City Sales and Use Taxes, and comply with all Federal, State and Municipal laws, ordinances, rules, and regulations and building and construction codes bearing on the conduct of the work. This Contract as to all matters not particularly referred to and defined herein shall notwithstanding be subject to the provisions of all pertinent ordinances of the Municipality within whose limits the work is constructed, which ordinances are hereby made part hereof with the same force and effect as if specifically set out herein.
- D. This Contract is specifically subject to the provisions of the Charter of Pueblo, all applicable portions of the 1971 Code of Ordinances of Pueblo, Colorado, and of the ordinance, resolution or order of the City Council authorizing this improvement. The aggregate payment on this Contract may not exceed the estimates of the Engineer nor the amount budgeted for the project. If the cost of the improvement to be constructed under this Contract is to be assessed upon the owners of land benefited by such improvements, upon complaint of any such landowner that the improvement is not being constructed in accordance with the Contract, the Council may consider the complaint and make such order in the premises as shall be just, and such order shall be final and conclusive.



### 5.30. GUARANTEES, PATENTS, PERMITS: DEFENSE OF CLAIMS OR SUITS BY REASON OF PATENT INFRINGEMENT

The Contractor shall pay for all royalties and patents for any patented product used by them or incorporated in the work, and shall defend all claims or suits for infringement of any patent right brought against themselves thereof; except such claims or suits arising by reason of patent infringements or unauthorized use of patented processes where such is the direct result of specification requirements (as distinguished from patented articles, apparatus, or equipment).

### 5.31. GUARANTEES, PATENTS, PERMITS: LICENSE OR ROYALTY FEES

If the project is designed so as to require or permit the use of a process or processes (as distinguished from articles, apparatus, or equipment) for which license or royalty fees will be charged, such fees for the use of such processes will be paid by the Contractor to the Patentee, Licensee or owner of such process, and bidder shall include fees in their bid.

### 5.32. PLANS AND SPECIFICATIONS

- A. All work shall be executed in strict conformity with the plans and specifications, and the Contractor shall do no work without proper drawings and instructions.
- B. The City will furnish to the Contractor one (1) complete set of Contract Documents, including drawings. Additional copies of same or any part thereof shall be furnished at the expense of the Contractor.
- C. Figured dimensions on the plans shall be taken as correct but shall be checked by the Contractor before starting construction. Any errors, omissions, or discrepancies shall be brought to the attention of the Engineer and their decision thereon shall be final. All notes on the plans shall be followed. Corrections of errors, or omissions on the drawings or specifications may be made by the Engineer when such correction is necessary for the proper execution of the work.

### 5.33. PLANS AND SPECIFICATIONS: INTENT OF CONTRACT DOCUMENTS

- A. The sections of the Contract Documents and the contract plans are complementary, and what is called for by anyone shall be binding as if called for by all. The intention of the Contract Documents is to include in the contract price the cost of all labor and materials, water, fuel, tools, plant, equipment, light, transportation, and all other expense as may be necessary for the proper execution of the work.
- B. Any work shown on the plans and not covered in the specifications or included in the specifications and not shown on the plans shall be executed by the Contractor as though shown both on the plans and included in the specifications. If the plans and specifications should be contradictory in any part, the specifications shall govern.
- C. If the Contractor, in the course of the work, finds any discrepancy between the plans and the physical layout, or any errors or omissions in plans or layout, the Contractor shall immediately so inform the Engineer, and the Engineer shall promptly verify them. Any work done after such

discovery without written consent of the Engineer authorizing same shall be done at the Contractor's risk.

- D. Any minor items not specifically called for in the plans and specifications, but which are necessary to complete the work ready for use in accordance with the requirements of good practice, as determined by the Engineer, shall be included as a part of the Contractor's bid price and furnished at no additional cost to the City.
- E. In interpreting the Contract Documents, words describing materials or work which have a well known technical or trade meaning, unless otherwise specifically defined in the Contract Documents, shall be construed in accordance with such well known meaning recognized by architects, engineers, and the trade.

#### 5.34. PLANS AND SPECIFICATIONS: INTERPRETATION OF CONTRACT DOCUMENTS

If any person contemplating submitting a bid for this Contract is in doubt as to the true meaning of any part of the plans, specifications, or other contract documents, they may submit to the Engineer a written request for an interpretation thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation of the documents will be made only prior to closing time and by written addendum duly issued or delivered to each person receiving a set of such documents. The City will not be responsible for any other explanations or interpretations of the documents.

#### 5.35. PLANS AND SPECIFICATIONS: STANDARD MANUFACTURER

Wherever the terms "standard", "recognized" or "reputable" manufacturer are used, they shall be construed as meaning manufacturers who have been engaged in the business of fabricating materials, equipment, or supplies of the nature called for by the specifications for a reasonable period of time prior to the date set for opening of bids, and who can demonstrate to the satisfaction of the City that said manufacturer has successfully installed equipment, materials, or supplies of the type proposed to be furnished in at least three instances and that the performance of such materials, equipment, or supplies for a period of over twelve months prior to the date fixed for opening bids shall, prima facie, be deemed to have been engaged in such business for a reasonable length of time.

#### 5.36. PLANS AND SPECIFICATIONS: "OR EQUAL" CLAUSE

Whenever in any section of the Contract Documents, plans or specifications, any article, material, or equipment is defined by describing a proprietary product, or by using the name of a manufacturer or vendor, the term "or equal" if not inserted, shall be implied. The specific article, material, or equipment mentioned shall be understood as indicating the type, function, minimum standard of design, efficiency, and quality desired and shall not be construed in such a manner as to exclude manufacturers products of comparable equality, design, and efficiency.

#### 5.37. PLANS AND SPECIFICATIONS: MATERIALS AND WORKMANSHIP

- A. The Contractor shall provide and pay for all materials, labor, water, tools, equipment, light, power, heat, transportation, and other facilities necessary for the execution and completion of the Contract. Unless otherwise stipulated in the specifications, all workmanship, equipment,

materials, and articles incorporated in the work covered by this Contract are to be new and of the best grade of their respective kinds for their purpose. The Contractor shall furnish to the Engineer, for their approval, the name of the manufacturer of machinery, mechanical and other equipment, which the Contractor contemplates installing, together with their performance capacities and other pertinent information.

- B. If not otherwise provided, material or work called for in this Contract shall be furnished and performed in accordance with well known established practice and standards recognized by architects, engineers, and the trade in so far as possible.
- C. When required by the specifications, or when called for by the Engineer, the Contractor shall furnish for approval full information concerning the materials or articles which the Contractor contemplates incorporating in the work. Samples of materials shall be submitted for approval when so directed. Machinery, equipment, materials, and articles installed or used without such approval shall be at the risk of subsequent rejection. All materials and workmanship shall be guaranteed by the Contractor and Surety for a period of two (2) years from date of final acceptance, or for such period as may be required in the [SPECIAL PROVISIONS](#).
- D. No material of any kind shall be installed in the project until it has been inspected and approved by the Engineer. All material rejected shall be immediately removed from the site of the work and not again offered for inspection. Any materials or workmanship found at any time to be defective shall be remedied at once regardless of previous inspections.
- E. At any time during the course of construction of this project when in opinion of the Engineer, provisions of the plans, specifications, or contract provisions are being violated by the Contractor or their employees, the Engineer shall have the right and authority to order all construction to cease or material to be removed, until arrangements satisfactory to the Engineer are made by the Contractor for resumption of the work in compliance with the provisions of the Contract.

#### **5.38. PLANS AND SPECIFICATIONS: SHOP DRAWINGS**

- A. The Contractor, as soon as possible after approval of the source and the purchase of items of materials and equipment, shall submit to the Engineer all shop or setting drawings and schedules required for the work, including those pertaining to structural and reinforcing steel. The Contractor shall make any corrections in the drawings required by the Engineer, and resubmit same without delay.
- B. Three final copies of all shop or setting drawings shall be submitted to the Engineer, who after checking will retain two copies and return one copy to the Contractor. The Engineer's approval of shop drawings of equipment and material shall extend only to determining the conformity of such equipment and materials with the general features of the design drawings prepared by the Engineer. Shop drawings are not part of the Contract Documents and do not modify the Contract Specifications. It shall be the responsibility of the Contractor to determine the

correctness of all dimensions and minor details of such equipment and materials so that when incorporated in the work correct operations will result.

#### **5.39. ENGINEER, INSPECTION, AND TESTING: AUTHORITY OF ENGINEER**

- A. The Engineer shall decide all questions which may arise as to the fulfillment of the Contract on the part of the Contractor and their decision thereon shall be final and conclusive. The Engineer shall have authority to reject all work and materials which do not conform to the Contract and to decide questions which arise in the execution of the work.
- B. If, in the opinion of the Engineer, the work being done by the Contractor is in violation in any way with the terms of the Contract, the Engineer shall forthwith notify the Contractor to cease said violation.
- C. The Engineer shall, upon presentation to them, make prompt decisions in writing on all claims of the Contractor and on all other matters relating to the execution and progress of the work or the interpretation of the Contract Documents. All such decisions of the Engineer shall be final and conclusive.
- D. The Contractor shall submit schedules which shall show the order in which the Contractor proposes to carry on the work, but the right to stipulate the order in which the Contract shall be carried out is reserved to the Engineer.
- E. In the event either City or Contractor remains dissatisfied with the final decision of the Engineer hereunder, the City or Contractor may seek judicial review thereof pursuant to Rule 106, C.R.C.P. In no event shall the Contractor slow or stop the work while a determination is pending under this section 3.51, and the City will continue to make payment in accordance with the Contract Documents except as to any amount in dispute.

#### **5.40. ENGINEER, INSPECTION, AND TESTING: TESTING OF MATERIALS**

- A. Attention of the Contractor is directed to the materials tests required on this Contract. All laboratory tests shall be approved by an approved testing laboratory. The specific test requirements are set forth in the sections of these specifications which describe the materials or apparatus to be tested. The Contractor shall furnish the Quality Control materials to be tested and shall pay transportation charges and costs of testing on any samples required to be submitted to the laboratory.
- B. Where certified test reports are required to be furnished by the manufacturer, the Contractor shall furnish duplicate copies of the reports before the material will be approved for use.

#### **5.41. ENGINEER, INSPECTION, AND TESTING: STAKING WORK**

- A. The Engineer will set control stakes for general layout and all necessary grade stakes for construction work. The protection and care of such stakes shall be the responsibility of the Contractor. The Contractor may, at the discretion of the Engineer, be required to pay the cost of

replacing stakes which are lost or destroyed. The detail layout of structures and staking of individual items shall be done by the Contractor subject to verification by the Engineer as to compliance with the contract plans and specifications. In any case, the Contractor shall be responsible for the correctness and accuracy of the detail layout of finished structures.

- B. Any personnel engaged in the surveying work on the project by the Contractor or their subcontractors, who is judged by the Engineer to be incompetent shall be removed from the work and replaced by competent personnel.

#### 5.42. ENGINEER, INSPECTION, AND TESTING: FAILURE TO COMPLETE WORK ON TIME

In case the Contractor shall fail to fully perform and complete the work in conformity with the provisions and conditions of the Contract within the specified time limit set forth in the Bid Form or within such further time as, in accordance with the provisions of this agreement shall be fixed or allowed for such performance and completion, the Contractor shall and will pay to the City of Pueblo for each and every day of the additional time in excess of the contract time and any granted extensions thereof, the sum given in the following schedule which said sum per calendar day is agreed upon, fixed and determined by the parties hereto. The amounts shown are considered to be liquidated damages to reimburse the City for the additional costs caused by delayed completion and in no case constitute a penalty. The amounts set forth below may be reduced or supplemented for project specific considerations as provided for in [SPECIAL PROVISIONS](#).

#### ORIGINAL CONTRACT AMOUNT AMOUNT OF LIQUIDATED DAMAGES PER DAY

Less than \$49,999 \$200.00

\$50,000 to \$99,999 \$250.00

\$100,000 to 249,999 \$300.00

\$250,000 to \$499,999 \$400.00

\$500,000 to \$999,999 \$500.00

\$1,000,000 and above \$1,000.00 plus any additional amount specified in [SPECIAL PROVISIONS](#)

#### 5.43. ENGINEER, INSPECTION, AND TESTING: INSPECTION

- A. The Engineer and their authorized representatives shall at all times have access to the work wherever it is in preparation or progress and the Contractor shall provide proper and safe facilities for such access and for inspection.
- B. The Engineer shall have the right to reject materials and workmanship which are defective, or require their correction. Rejected workmanship shall be satisfactorily corrected and rejected materials shall be removed from the premises without charge to the City. If the Contractor does

not correct such condemned work and remove rejected materials within a reasonable time fixed by written notice, the City may remove them and charge the expense to the Contractor.

- C. Should it be considered necessary or advisable by the Engineer at any time before final acceptance of the entire work to make an examination of work already completed, by removing or tearing out same, the Contractor shall on request promptly furnish all necessary facilities, labor, and materials. If such work is found to be defective in any material respect due to fault of the Contractor or their subcontractors, the Contractor shall defray all the expenses of such examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the Contract, the actual cost of labor and material necessarily involved in the examination and replacement, plus fifteen (15) percent, will be allowed the Contractor.
- D. All materials to be incorporated in the work, all labor performed, all tools, appliances, and methods used shall be subject to the inspection and approval or rejection of the Engineer.
- E. If the Engineer shall point out to the Contractor, their foreman or agent any neglect or disregard of the contract provisions, such neglect or disregard shall be remedied and further defective work shall be at once discontinued.
- F. The Contractor shall execute the work only in the presence of the Engineer or authorized inspectors, unless provision has been made for the work to proceed without complete engineering supervision or inspection. The presence of the Engineer or Inspector shall in no way relieve the Contractor of the responsibility of this Contract, or be any warrant for the furnishing of bad material or poor workmanship.
- G. The inspection and supervision of the work by the Engineer is intended to aid the Contractor in applying labor, materials, and workmanship in compliance with the contract provisions. Such inspection and supervision, however, shall not operate to release the Contractor from any of their contract obligations.

#### 5.44. CONTRACTOR'S WORKING CONDITIONS: SUPERINTENDENCE

- A. The Contractor shall give their personal superintendence to the work or have at the site of the work at all times a competent foreman, superintendent, or other representative satisfactory to the Engineer and having authority to act for the Contractor. All directions given to them shall be as binding as if delivered to the Contractor. Such directions shall be confirmed upon written request to the Engineer by the Contractor or their superintendent.
- B. In so far as it is practicable and except in the event of discharge by the Contractor or in the event of proven incompetence, the individual who has been designated to represent the Contractor shall so act and shall follow without delay instructions of the Engineer in the prosecution of the work in conformity with the Contract.



#### 5.45. CONTRACTOR'S WORKING CONDITIONS: LABOR

- A. The Contractor shall employ none but competent and skilled workers and foremen in the conduct of work on this Contract. The Contractor shall at all times enforce strict discipline and good order among their employees. The Engineer shall have the authority to order removal from the work of any Contractor's employee who refuses or neglects to observe any of the provisions of these plans or specifications, or who is incompetent, unfaithful, abusive, threatening, or disorderly in their conduct, and any such person shall not again be employed on this project without permission of the Engineer.
- B. Colorado labor shall be employed to perform the work to the extent of not less than eighty percent (80%) of each type of class of labor in the several classifications of skilled and common labor employed on this project, as required and defined in Article 17 of Title 8 of C.R.S.; provided, however that this subsection (b) shall be suspended and of no effect to the extent prohibited or inconsistent with a requirement of federal law or regulation or the terms and conditions of any grant or cooperative agreement to which the City is a party and which concerns the Project.
- C. If required, Contractor shall comply with all of the Davis-Bacon Act. Contractor shall be responsible for educating its officers, employees, representatives, contractors, and subcontractors regarding the applicable Davis-Bacon wages to be paid on this project. Contractor shall be responsible for requesting additional classifications, if necessary, and appealing any wage decisions to the Department of Labor or other applicable governmental entity. Contractor assumes the risk of an unfavorable wage determination.

#### 5.46. CONTRACTOR'S WORKING CONDITIONS: USE OF JOB SITE AND PRIVATE LAND

- A. The Contractor shall confine their equipment, apparatus, the storage of materials and operations of their workers to limits indicated by law, ordinances, permits or directions of the City and shall not encumber the premises with their materials.
- B. The Contractor shall not load or permit any part of the structure to be loaded with a weight that will endanger its safety. The Contractor shall enforce the Engineer's instructions regarding signs, advertisements, fires, and smoke.
- C. The Contractor shall not use any vacant lot or private land as a plant site, depository for materials, or as a spoil site without the written authorization of the owner (or their agent) of the land, a copy of which authorization shall be filed with the City. The Contractor shall not interrupt, constrict, or alter established drainage ways on vacant lots or private land without first obtaining permission from the Engineer and the property owner.

#### 5.47. CONTRACTOR'S WORKING CONDITIONS: PROTECTION OF THE PUBLIC, WORK, AND PROPERTY

- A. The Contractor shall provide and maintain all necessary watchmen, barricades, red lights, and warning signs and take all necessary precautions for the protection of the public. The Contractor shall continuously maintain adequate protection of all work from damage, and shall take all reasonable precautions to protect the City's property from injury or loss arising in connection with the Contract. The Contractor shall make good any damage, injury, or loss to their work and to the property of the City, except such as may be due to errors in the Contract Documents, or caused by agents or employees of the City.
- B. The Contractor shall continuously maintain adequate protection of all their work from damage and shall protect the City's and adjacent property from injury arising from or in connection with this Contract.
- C. The Contractor will be responsible for any and all damage to property, public or private, that may be caused by their operations in the performance of this Contract, and the Contractor shall defend any suit that may be brought against themselves or the City on account of damage inflicted by their operations, and shall pay any judgements awarded to cover such damage; provided, however, that if either party to this Contract should suffer injury or damages in any manner because of any wrongful act or neglect of the other party or of anyone employed by them, then they shall be reimbursed by the other party for such damage. Notice of pending claim for such reimbursement shall be made in writing to the party responsible within a reasonable time of the first observance of such damage, and the claim shall be filed and adjusted prior to the time of final payment.

#### 5.48. CONTRACTOR'S WORKING CONDITIONS: ACCIDENT PREVENTION

Precaution shall be exercised at all times for the protection of persons (including employees) and property. The safety provisions of applicable local ordinances, State, and Federal laws, and building and construction codes shall be observed. Machinery, equipment, and all hazards shall be guarded or eliminated in accordance with the safety provisions of the Manual of Accident Prevention in Construction, published by the Associated General Contractors of America, to the extent that such provisions are not in contravention of applicable law.

#### 5.49. CONTRACTOR'S WORKING CONDITIONS: INTERFERENCE WITH TRAFFIC

In executing the work on this project the Contractor shall not unnecessarily impede or interfere with traffic on public highways or streets. Any question as to what constitutes unnecessary interference with traffic or a hazard to traffic shall be determined by the Engineer and the Traffic Engineer of the City. The Contractor shall confer with and keep Police and Fire Departments of the City fully informed as to street or alleys which are to be closed to traffic for construction purposes. The Contractor shall be responsible for coordination of their work with all affected utilities.



#### 5.50. CONTRACTOR'S WORKING CONDITIONS: SANITARY CONVENIENCES

The Contractor shall provide and maintain at the site of the construction work at all times, suitable sanitary facilities for use of those employed on this Contract without committing any public nuisance. Pit type toilets shall be of proper design and fly tight. All toilet facilities shall be subject to the approval of the Pueblo City County Health Department.

#### 5.51. CONTRACTOR'S WORKING CONDITIONS: WORK IN BAD WEATHER

No construction work shall be done during stormy, freezing or inclement weather, except such as can be done satisfactorily, and in a manner to secure first class construction throughout, and then only subject to the permission of the Engineer.

#### 5.52. CONTRACTOR'S WORKING CONDITIONS: COMPLIANCE WITH IMMIGRATION REFORM AND CONTROL ACT OF 1986

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

#### 5.53. CLEANUP AND FINAL COMPLETION: CLEANING UP AND FINAL INSPECTION

- A. The Contractor shall at all times keep the site of the work free from accumulations of waste materials or rubbish caused by their employees or work and at the completion of the work they shall remove all their rubbish from and about the work and all their tools, equipment, scaffolding and surplus materials and shall leave their work clean and ready to use. In case of dispute, the City may remove the rubbish and surplus materials and charge the cost to the Contractor. This requirement shall not apply to property used for permanent disposal of rubbish or waste materials in accordance with permission of such disposal granted to the Contractor by the City therefore.
- B. All sewers, conduits, pipes and appurtenances and all tanks, pump wells, chambers, buildings, and other structures shall be kept clean during construction; and as the work or any part thereof approaches completion, the Contractor shall systematically and thoroughly clean and make any needed repairs to them. The Contractor shall furnish at their own expense, suitable tools and labor for removing all water and cleaning out all dirt, mortar, and foreign substances. Any undue leakage of water into the structures such as to make the work, in the opinion of the Engineer, fall short of first class work, shall be promptly corrected by the Contractor at their own expense. Cleaning and repairs shall be arranged, so far as practical, to be completed upon finishing the construction work. Notice to begin the final cleaning, and repairing, if such is needed, will be given by the Engineer, who at the same time will make their final inspection of the work. The

Engineer will not approve the final estimate of any portion of the work until after the final inspection is made and the work found satisfactory.

#### 5.54. CLEANUP AND FINAL COMPLETION: CUTTING AND PATCHING

- A. The Contractor shall do all cutting, fitting or patching of their work that may be required to make its several parts fit together or to receive the work of other contractors shown upon, or reasonably implied by, the plans and specifications of the completed project.
- B. Any cost caused by defective or ill timed work shall be borne by the party responsible therefore.
- C. The Contractor shall not endanger any work by cutting, digging or otherwise, and shall not cut or alter the work of any other contractor without the consent of the Engineer.

#### 5.55. CLEANUP AND FINAL COMPLETION: FINAL TESTS

After completion of the work the Contractor shall make any and all tests required by the specifications or by municipal or state regulations, and where so provided in said regulations shall furnish the City with certificates of inspection by the municipal or state regulatory bodies. The Contractor shall also make all tests required by the National Board of Fire Underwriters for the purpose of determining insurance rates or other protection of City or the Public.

#### 5.56. CLEANUP AND FINAL COMPLETION: CORRECTION OF WORK AFTER FINAL PAYMENT

Neither the final payment nor any provision in the Contract Documents shall relieve the Contractor of the responsibility for negligence or faulty materials or workmanship, whether latent or patent, within the extent and period provided by law.

#### 5.57. CLEANUP AND FINAL COMPLETION: TERMINATION FOR CAUSE

- A. In the event the Contractor shall be adjudged as bankrupt, or shall make a general assignment for the benefit of their creditors, or a receiver shall be appointed on account of their insolvency, or if they shall persistently or repeatedly refuse or should fail to supply enough properly skilled workers or proper materials, or shall fail to maintain required insurance, or shall fail to make prompt payment to subcontractors or for material or labor, or persistently disregard laws, or ordinances or the instructions of the Engineer, or otherwise be guilty of a substantial violation of any provisions of the Contract, the City may serve written notice upon the Contractor and the Surety of its intention to terminate the Contract, and unless within ten days after the serving of such notice upon the Contractor, such violation shall cease and satisfactory arrangement for correction be made, the Contract shall, upon the expiration of said ten days cease and terminate. In the event of any such termination, the City shall immediately serve notice thereof upon the Surety and the Contractor, and the Surety shall have the right to take over and perform the Contract; provided, however, that if the Surety does not commence performance thereof within thirty days from the date of the mailing to such Surety of a notice of termination, the City may take over the work and prosecute the same to completion for the account and at

the expense of the Contractor, and the Contractor and their Surety shall be liable to the City for any excess cost thereby occasioned the City. If the unpaid balance of the contract price shall exceed the expense of finishing the work, including compensation for additional managerial and administrative services, such excess shall be paid to the Contractor. The expense incurred by the City herein provided, and the damages incurred through the Contractor's default, shall be determined by the Engineer whose decision thereon shall be final and conclusive.

- B. Where the Contract has been terminated by the City, said termination shall not affect or terminate any of the rights of the City as against the Contractor and their Surety then existing or which may thereafter accrue because of such default. Any retention by the City of the moneys due the Contractor under the terms of the Contract shall not release the Contractor or their Surety from liability for their default.

#### 5.58. CLEANUP AND FINAL COMPLETION: FINAL ACCEPTANCE OF THE WORK

- A. The Contract shall be deemed as having been finally accepted by the City upon authorization of final payment issued by the Engineer.
- B. Use of part of the improvement by the City before completion of the entire project is not to be construed by the Contractor as an acceptance by the City of that part so used.

#### 5.59. CLEANUP AND FINAL COMPLETION: COMMENCEMENT AND COMPLETION OF WORK

- A. The Contractor shall commence work within three (3) calendar days of the date of execution of the Contract (unless otherwise stated in the Bid Form), and complete the Contract within the number of calendar days from the date of the Notice to Proceed as stated in the Bid Form.
- B. The dates fixed for commencement and completion of the work shall be extended for a period equivalent to the time lost because of severe and unusual weather, non delivery of properly ordered materials, or other cause over which the Contractor is not responsible. The Contractor shall document reasons for requesting any such extensions in a letter to the Engineer, and the Engineer shall fix the period of extensions, if any, their decision being binding upon both parties. If satisfactory execution and completion of the Contract shall require work or materials in substantially greater amounts or quantities than those set forth in the Contract, then the contract time shall automatically be increased in the same proportions as the cost of the additional work bears to the original contracted for. No allowance will be made for delays or suspension of the prosecution of the work due to the fault of the Contractor or their subcontractors or suppliers.

#### 5.60. CLEANUP AND FINAL COMPLETION: LIQUIDATED DAMAGES

- A. In the event that the Contract has not been completed within the specified time (including any approved time extensions as described in Paragraph COMMENCEMENT AND COMPLETION OF

WORK) the amounts set forth in Paragraph FAILURE TO COMPLETE WORK ON TIME will be deducted from the amount paid the Contractor, as liquidated damages.

- B. No other liquidated damages will be charged for noncompletion within the specified time unless specifically stated in the Special Provisions.

#### 5.61. CLEANUP AND FINAL COMPLETION: WAIVER OF STATUTORY LIMITATIONS AND CONDITIONS

The rights and remedies available to City under the Contract Documents, including the City's right to recover liquidated damages, are in addition to, and not limited by, any rights, remedies and limitations provided under law. By bidding upon and entering into this Contract, the Contractor specifically waives all provisions of Chapter 8 of Article 20 of Title 13, Colorado Revised Statutes including, without limitations, those relating to defects in the work under the Contract, limitation of damages and notice of claim process.

#### 5.62. MEASUREMENT AND PAYMENT: MEASUREMENT OF WORK

- A. If the bid for the work under this Contract is on a unit price basis, the actual number of units of each item of work to be constructed may be more or less than the corresponding number given in the bid form or plans, but no variation will be made in the contract unit prices on the account. No extra measurement of any kind will be allowed in measuring the units of work under this Contract, but the actual units of work shall be considered and all lengths will be measured on the centerline of the work, whether straight or curved. The Contractor will be paid the contract price for each unit of work done, which price will include the cost of all work described in the unit specifications.
- B. The method of measurement shall be as described in that part of the specifications covering the particular units of work or materials furnished.

#### 5.63. MEASUREMENT AND PAYMENT: PAYMENTS

- A. The Contractor shall prepare and submit to the Engineer a detailed estimate of the work performed during the preceding calendar month, and at the time of completion of the work under the Contract, the Contractor shall prepare and submit to the Engineer a detailed estimate of the work performed since the last calendar month for which the Contractor has submitted an estimate, such estimates to be used after approval as a basis for periodical and final payments. In City's sole and absolute discretion, City may require certifications of payment by any supplier, subcontractor, and materialmen of Contractor with respect to the work performed. When approved, one copy of such estimate will be returned to the Contractor.
- B. Not later than the 21st day after approval of periodic estimate and receipt of all other required payment submittals as detailed in [SPECIAL PROVISIONS](#), the City will make partial payment to the Contractor on the basis of a duly certified and approved estimate and certifications, if required, of the work performed by the Contractor during the preceding calendar month. The

City, at its discretion, may include in such monthly estimates payment for materials that will eventually be incorporated in the project, provided that such material is suitably stored on the site of the project at the time of submission of the estimate for payment. Payment for materials on hand but not in place, unless otherwise provided in the Special Provisions, shall be based on the Contractor's cost of such materials stored at the job site, as evidenced by material bills and freight bills. No additional allowances will be made for handling or drayage by the Contractor's forces, nor overhead, insurance, profit, or other incidental costs. The Contractor shall, if required by the Engineer, present certified copies of receipted bills and freight bills for such materials. Such material when so paid for by the City shall become the property of the City, and in case of default on the part of the Contractor, the City may use or cause to be used by others these materials in construction of the project.

- C. The City will retain a percentage of the amount of each periodical estimate until the final completion and acceptance by the City of all work included in this Contract. Unless otherwise specified in [SPECIAL PROVISIONS](#), the percentage retained shall be 10%, except that the retainage on the periodic estimate considered to be the final estimate may be reduced by the Engineer to an amount deemed by them sufficient to complete minor work, effect minor repairs or perform minor cleanup, provided, however, that in no event may retainage be reduced to less than five percent (5%) of the original contract amount. Nothing in this section shall be construed to limit or restrict the City's right to withhold additional amounts pursuant to Section WAIVER OF STATUTORY RETENTION LIMITS of these General Provisions.
- D. Final payment of the percentage retained by the City on the monthly periodical estimates and on the final estimate will be paid to the Contractor not more than thirty (30) days after final acceptance by the City of the work on this Contract and publication of the statutorily required Notice of Final Settlement.

#### 5.64. MEASUREMENT AND PAYMENT: WAIVER OF STATUTORY RETENTION LIMITS

Contractor acknowledges that the City will retain up to 10% of each periodical estimate as set forth in paragraph PAYMENTS (c) above. By bidding upon and entering into this Contract, the Contractor knowingly and voluntarily waives any and all right or entitlement it may have for a lesser percentage to be retained from payments pursuant to Section 24-91-103(1)(a) of the Colorado Revised Statutes.

#### 5.65. MEASUREMENT AND PAYMENT: CITY'S RIGHT TO WITHHOLD CERTAIN AMOUNTS AND MAKE APPLICATIONS THEREOF

- A. The City may withhold, in addition to retained percentages, from any payment to the Contractor, such an amount or amounts as may be necessary to cover:
  - 1. Claims filed with the City for labor or materials furnished in connection with the work;

2. Correction of defective work not promptly remedied by Contractor;
  3. Amounts owed to their suppliers, subcontractors, and workers;
  4. An amount sufficient to ensure completion if a reasonable basis exists to believe that the Contract cannot be completed for the balance then unpaid;
  5. Damage caused by Contractor to another contractor or public or private property;
  6. Excess cost of field engineering and inspection;
  7. City Sales and Use Tax to which the City is entitled;
  8. Liquidated damages.
- B. The City may disburse and shall have the right to act as agent for the Contractor in disbursing such funds as have been withheld pursuant to this paragraph to the party or parties who are entitled to payment therefrom. The City will render to the Contractor a proper accounting of all such funds disbursed in behalf of the Contractor.
- C. Neither the final payment nor any part of the retained percentage shall become due until 30 days after publication of Notice of Final Settlement on the Project and after the Contractor shall have delivered to the City a complete release for themselves and all materialmen and subcontractors of all claims or liens arising out of the Contract, or receipt in full in lieu thereof. The Contractor may, however, furnish a bond, satisfactory to the City Attorney, to indemnify the City against any claim or lien. If any claim or lien remains unsatisfied after all payments are made, the Contractor and their Surety shall be liable to the City for all moneys that the latter may be compelled to pay in discharging such claim or lien, including all costs and reasonable attorney's fees.

#### 5.66. MEASUREMENT AND PAYMENT: UNCORRECTED WORK

All work performed incorrectly or of incorrect materials shall be replaced before final payment. Final payment will be withheld until such corrections have been accomplished.

#### 5.67. MEASUREMENT AND PAYMENT: CHANGE ORDERS

- A. The Engineer, in writing, may direct that changes be made in the work to be performed or the materials to be furnished pursuant to the provisions of this Contract. A written change order which causes any increase in the original contract price shall include a statement that lawful appropriations have been made sufficient to cover the costs of the change order.
- B. Adjustments, if any, in the amounts to be paid to the Contractor by reason of any such change shall be determined by one or more of the following methods:
  1. By unit prices contained in the Contractor's original bid and incorporated in this construction contract;



2. By a supplemental schedule of prices contained in the Contractor's original bid and incorporated in this construction contract; or by schedule of unit prices approved by Engineer pursuant to GENERAL PROVISIONS, CONTRACTS: SCHEDULE OF UNIT PRICES;
  3. By an acceptable lump sum bid from the Contractor;
  4. On a cost plus limited basis not to exceed a specified limit (defined as the cost of labor, materials, and insurance plus a specified percentage of the cost of such labor, materials, and insurance; provided the specified percentage does not exceed fifteen (15) percent of the aggregate cost of such labor, materials, and insurance and shall in no event exceed a specified limit). Provided, however, that the aggregate payment of all work shall in no case exceed the estimate of the Engineer.
- C. No claims for an addition to the contract sum shall be valid unless authorized in writing as aforesaid.
- D. In cases where a lump sum bid is submitted by the Contractor in excess of \$500.00 (Five Hundred Dollars) and the Engineer considers the bid so submitted is excessive or unreasonable for the changes or added work contemplated, the City reserves the right to request a bid for the same changed items from other contractors. If a bid for such added work is obtained from other contractors at a lesser amount, the City reserves the right to make an award for such work to another contractor unless the Contractor on this Contract agrees to do the added or changed work for the price named by the other contractor.
- E. It shall be expressly understood and hereby agreed to by the Contractor that no claim for extra work will be recognized by the City unless claim for such added work has been filed by the Contractor within ten (10) days after such alleged extra work was performed.

#### 5.68. MEASUREMENT AND PAYMENT: SIGNIFICANT CHANGES IN CHARACTER OF THE WORK

- A. The Engineer reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the Contract nor release the surety, and the Contractor agrees to perform the work as altered.
- B. If the alterations or changes in quantities significantly change the character of the work under the Contract, whether such alternations or changes are in themselves significant changes to the character of the work, or by affecting other work cause such other work to become significantly different in character, an adjustment, excluding loss of anticipated profit, will be made to the contract price. The basis for adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon for any reason what so ever, then an adjustment will be made either for or against the Contractor in such amount as the Engineer may determine to be fair and equitable.

- C. If the alterations or changes in quantities do not significantly change the character of the work to be performed under the Contract, the altered work will be paid for as provided elsewhere in the Contract.
- D. As used in this section, the term “significant change” shall be construed to apply only to the following circumstances:
  - 1. When the character of the work as altered differs substantially and materially in kind or nature from that involved or included in the original proposed construction, or
  - 2. When a major item of work is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 125 percent of original contract item quantity, or in case of a decrease below 75 percent, to the actual amount of work performed. A major item is defined to be any item having an original contract value in excess of 10 percent of the original contract amount.

#### 5.69. CONTRACTOR'S RIGHT TO TERMINATE: CONTRACTOR'S RIGHT TO STOP WORK OR TERMINATE CONTRACT

If the work should be stopped under an order of any court, or other public authority, for a period of three (3) months, through no act or fault of the Contractor or of anyone employed by them, or if the Engineer should fail without cause to issue any estimate within thirty (30) days after it is due, then the Contractor may, upon ten (10) days written notice to the City of Pueblo, stop work or terminate the Contract and recover from the City payment for all work executed plus any loss sustained upon any plant or material plus reasonable profit and damages.



Public Improvement Invitation for Bid #23-100R (CI2307, WW2203)  
Title: Roof Replacement - Streets Maintenance Facility Rebid

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## 6. VENDOR SUBMISSIONS

The answers to following questions constitutes the Contractor's Bid Proposal.

### 6.1. BID GUARANTEE\*

To submit a bid bond - Please download the document provided below, complete, and upload.

To submit a certified check, cashier's check, or money order - **Please scan and upload a copy of your check or money order. The original check or money order must be delivered to the Purchasing Department in person or via mail by the bid submittal deadline date.**

**If sending by mail the envelope must be addressed to:**

**City of Pueblo Purchasing Department**

**230 S. Mechanic Street**

**Pueblo, CO 81003**

**The Bid Number and Name must be listed clearly on the outside of the envelope.**

- [Bid Bond.pdf](#)

\*Response required

### 6.2. CONFIRMATION OF UNDERSTANDING AND OFFER\*

Bidders are responsible for obtaining, reading, and carefully examining the entire Contract Documents package, including any Addenda, prior to submitting a bid. Confirming below will serve as the Bidder's acknowledgement of understanding and ability to comply with all requirements and conditions of this project and that all mandatory submittals are included in this bid proposal. **Confirmation must be made by an agent who is legally authorized to bind the company.**

By confirming below Bidder 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 pricing schedule.

The Contract shall be awarded to the responsible bidder submitting the lowest and most responsive bid on the basis of the Total Base Bid plus any Bid Alternates selected. Award shall be at the sole discretion of the City.

The sum of the Total Base Bid plus all Bid Alternates shall be the basis for establishing the Bid Bond amount. The sum of the Total Base Bid plus any Bid Alternates selected by the City shall be the basis for establishing the amount of the Payment and Performance Bonds for this Contract.

Quantities shown on the pricing schedule are subject to additions or reductions. The City reserves the right to adjust the required quantities as necessary. Additional quantities shall be furnished by Bidder at

Public Improvement Invitation for Bid #23-100R (CI2307, WW2203)  
 Title: Roof Replacement - Streets Maintenance Facility Rebid

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the unit price quoted. The time allowed for construction shall be adjusted in direct proportion to the difference of the adjusted quantities to the estimated quantities.

By confirming below Bidder acknowledges that they have 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. Downloaded plans/drawings must be printed as "Actual Size"; scaling is NOT correct when printed using other options. It is the Bidder's sole responsibility to ensure plans are printed correctly and to inform third-party printers of this information. The City is not responsible for bidding errors resulting from Bidder's failure to follow this requirement.

The Bidder, if awarded the Contract, agrees to complete and file the Contract Agreement and Payment and Performance Bonds within ten (10) days of the date of Notice of Award, and further agrees to complete the work within 212 calendar days from Notice to Proceed. Liquidated damages will be assessed in accordance with the GENERAL PROVISIONS.

Bidders shall not add any conditions or qualifying statements to this bid. If such items are added the bid may be declared nonresponsive and rejected.

Bidder shall be subject to all applicable City, County, State, and Federal Taxes in the performance of this Contract.

☐ Please confirm

\*Response required

### 6.3. NAME, TITLE, AND CONTACT INFORMATION\*

Enter the Name, Title, and Contact Information, **including phone number and email address**, of the person providing the Confirmation of Understanding and Offer.

\*Response required

### 6.4. ACKNOWLEDGEMENTS

#### 6.4.1. AFFIRMATIVE ACTION PLAN REQUIREMENT:\*

In accordance with [LABOR PROVISIONS](#), Section 2: Nondiscrimination and Equal Employment Opportunity Requirements, the bidder hereby acknowledges that they have a written affirmative action plan which declares that the Contractor and its Subcontractor(s) do not discriminate on the basis of race, color, religion, creed, national origin, sex or age. Bidder further understands that the written plan must be submitted to the City of Pueblo Purchasing Department (and the applicable federal agency in the case of Federally funded projects) within ten (10) days of the award of contract.

Neither the receipt by the City of this completed form, nor of any Affirmative Action Plan submitted by any bidder, contractor, or subcontractor, shall constitute any determination by the City of the adequacy of any Affirmative Action Plan.

Please confirm your acknowledgment of the above statement:

☐ Please confirm

Public Improvement Invitation for Bid #23-100R (CI2307, WW2203)  
Title: Roof Replacement - Streets Maintenance Facility Rebid

---

\*Response required

**6.4.2. PERFORMANCE OF WORK REQUIREMENT:\***

The bidder hereby acknowledges understanding of the performance of work requirement as set forth in [SPECIAL PROVISIONS](#), Section PERFORMANCE OF WORK and certifies that they are in compliance with this provision or will be upon award.

Please confirm your acknowledgment of the above statement:

☐ Please confirm

\*Response required

**6.4.3. COLORADO LABOR REQUIREMENT:\***

The bidder named below hereby acknowledges understanding of the Colorado labor requirement as set forth in [GENERAL PROVISIONS](#), CONTRACTOR'S WORKING CONDITIONS: LABOR, sub-paragraph (b) and certifies that they are in compliance with this provision or will be upon award.

Please confirm your acknowledgment of the above statement:

☐ Please confirm

\*Response required

**6.4.4. SALES AND/OR USE TAX INFORMATION\***

**CITY OF PUEBLO SALES OR USE TAX –**

The Contractor and any Subcontractors shall pay all applicable City of Pueblo Sales or Use taxes. All General Contractors and Subcontractors are mandated to be licensed with the City of Pueblo Sales Tax Office. Please refer any questions on City Sales or Use Taxes to the City of Pueblo, Department of Finance. Their telephone number is (719) 553-2659.

Please note, there are NO tax-exempt projects within the City of Pueblo.

**STATE OF COLORADO SALES OR USE TAX –**

The exemption of building materials from State Sales or Use Tax in Colorado Revised Statutes applies only to the State of Colorado Sales or Use Taxes. Please refer any questions on State Taxes to the State of Colorado, Department of Revenue.

**PUEBLO COUNTY SALES OR USE TAX –**

The State of Colorado collects all sales or use tax for the County of Pueblo; therefore, any exemption allowed by the State applies to the County.

Please confirm you acknowledge the above statements:

☐ Please confirm

\*Response required

Public Improvement Invitation for Bid #23-100R (CI2307, WW2203)

Title: Roof Replacement - Streets Maintenance Facility Rebid

---

**6.5. Has/is this firm or any officer or partner of this firm:**

**6.5.1. *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

**6.5.2. *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

**6.5.3. *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

**6.5.4. *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

**6.5.5. *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

**6.5.6. *Unqualified\****

Unqualified or financially unable to timely perform the work?

Public Improvement Invitation for Bid #23-100R (CI2307, WW2203)

Title: Roof Replacement - Streets Maintenance Facility Rebid

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☐ Yes

☐ No

\*Response required

**6.5.7. Unlicensed \***

Unlicensed or unable to be duly licensed to perform the work on the date of the contract award?

☐ Yes

☐ No

\*Response required

**6.5.8. 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

**6.5.9. Confirmation \***

By acknowledging and confirming below Bidder 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, Bidder's submittal will be rejected.

Please confirm your acknowledgment of the above statement and questions/sub-questions:

☐ Please confirm

\*Response required

7. PRICING TABLE

BASE BID

| Line Item | Description                                                                                             | Quantity | Unit of Measure | Unit Cost | Total |
|-----------|---------------------------------------------------------------------------------------------------------|----------|-----------------|-----------|-------|
| 1         | Remove and replace saturated/damaged insulation batting materials within standing seam roofing assembly | 500      | SF              |           |       |
| 2         | Demo Low Slope Roof areas 4, 5, & 6                                                                     | 1        | LS              |           |       |
| 3         | Install New Low Slope Roof areas 4, 5, & 6                                                              | 1        | LS              |           |       |
| 4         | Demo Standing Seam Roof areas 1, 2, 3                                                                   | 1        | LS              |           |       |
| 5         | Install New Standing Seam Roof area 1                                                                   | 1        | LS              |           |       |
| 6         | Install New Standing Seam Roof areas 2 & 3                                                              | 1        | LS              |           |       |
| 7         | Mobilization                                                                                            | 1        | LS              |           |       |
| TOTAL     |                                                                                                         |          |                 |           |       |

**NOTICE OF AWARD  
(Sample)**

City of Pueblo, Colorado

\_\_\_\_\_  
(Date)

To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Ref:   **Bid No.:**  
         **Bid Name:**

The City of Pueblo hereby accepts your bid submitted on \_\_\_\_\_ for the construction of referenced project. It appears that your bid in the amount of \$\_\_\_\_\_for \_\_\_\_\_, is fair, equitable, and in the best interest of the City.

In accordance with the terms of the Contract Documents, you are required to execute the formal Contract Agreement and furnish the required Payment and Performance bonds, within ten (10) business days from and including the date of this notice.

The Bid Guaranty submitted with your bid will be returned upon execution of the Contract Agreement and the furnishing of the Payment and Performance Bonds. In the event you should fail to execute the Contract Agreement and furnish the Payment and Performance Bonds within the time specified, said Bid Guaranty will be retained by said City as liquidated damages and not as penalty, for the delay and extra work caused thereby.

Director of Purchasing  
City of Pueblo

**CONTRACT AGREEMENT  
(Sample)**

THIS AGREEMENT made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Pueblo, a Municipal Corporation, hereinafter referred to in the Contract Documents as the “City”, and \_\_\_\_\_, hereinafter referred to in the Contract Documents as “Contractor”.

WITNESSETH, in consideration of the sum to be paid by the City to the Contractor at the time and in the manner hereinafter provided, the said Contractor has agreed, and does hereby agree, to furnish all labor, tools, equipment, and material and to pay for all such items, and to construct complete in every detail, To-Wit:

**Bid No.:**  
**Bid Name:**

At the prices bid, in accordance with the drawings and specifications, and all Contract Documents for this project which are on file and available for inspection in the office of the Director of Public Works of Pueblo, all to the satisfaction of the Director of Public Works for the City of Pueblo.

AND FOR SAID CONSIDERATION, IT IS FURTHER AGREED BY AND BETWEEN THE PARTIES TO THIS AGREEMENT AS FOLLOWS:

- 1. Construction and installation of the above enumerated work for the City shall be completed and ready for use in accordance with the time of completion described in the Contract Documents. This time shall be extended only for those periods set forth in the Contract Documents and in accordance with the requirements same.
- 2. The work and material for the project covered by the Contract Documents shall be completely installed and delivered to the City within the time above stated, clear and free from any and all liens, claims and demands of any kind.
- 3. The full compensation to be paid to the Contractor by the City, pursuant to the terms of this Contract, shall be payable as provided in the Contract Documents.
- 4. This Contract consists of the following components, parts, and documents, all of which taken together constitute and are referred to as the Contract Documents, and the same are incorporated as part of the Contract as if set out herein verbatim, whether the same have been attached hereto or not:

|                                      |                        |
|--------------------------------------|------------------------|
| Notice of Award                      |                        |
| Contract Agreement (This Instrument) |                        |
| Performance Bond                     |                        |
| Payment Bond                         |                        |
| Notice to Proceed                    |                        |
| Section I.                           | Advertisement for Bids |
| Section II.                          | Introduction           |
| Section III.                         | Special Provisions     |
| Section IV.                          | Labor Provisions       |
| Section V.                           | General Provisions     |
| Section VI.                          | Project Details        |
| Section VII.                         | Vendor Submissions     |
| Section VIII.                        | Pricing Table          |
| Appendices                           | A-C                    |



(Contract Agreement)

The ***Standard Construction Specifications and Standard Details for City of Pueblo, Colorado***, adopted April 11, 2022, are hereby included by reference and all provisions thereof shall be applicable.

5. Title XII, Chapter 2, of the 1971 Code of Ordinances, City of Pueblo, adopted by Ordinance No. 3476, and amended by Ordinance No. 4476 and 5229, shall be considered a part of this Contract.
6. Title I, Chapter 8, of the 1971 Code of Ordinances, City of Pueblo, adopted by Ordinance No. 4479, shall be considered a part of the Contract.
7. All of the covenants and agreements set forth in the Contract Documents shall inure to the benefit of and be binding upon City and Contractor and their respective heirs, legal successors and assigns and shall be governed by the laws of the State of Colorado.
8. This Contract 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 as the day and year first above written.

CONTRACTOR

By \_\_\_\_\_

Title \_\_\_\_\_

**PUEBLO, A MUNICIPAL CORPORATION**

By \_\_\_\_\_  
Director of Purchasing

ATTEST:

\_\_\_\_\_  
City Clerk

BALANCE OF APPROPRIATION EXISTS FOR  
THIS CONTRACT AND FUNDS ARE AVAILABLE:

\_\_\_\_\_  
Director of Finance

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

**PERFORMANCE BOND  
(Sample)**

Bond Number \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS:

That we \_\_\_\_\_ a \_\_\_\_\_ hereinafter called "Principal" and

\_\_\_\_\_  
Surety

of \_\_\_\_\_, State of \_\_\_\_\_, hereinafter called the  
"Surety", are held and firmly bound unto the City of Pueblo, a Municipal Corporation, hereinafter called  
"City", in the penal sum of:

\_\_\_\_\_ Dollars (\$\_\_\_\_\_) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the City dated the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, a copy of which is hereto attached and made a part hereof for the construction of:

**Bid No.:**

**Bid Name:**

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions and agreements of said contract during the original term thereof (including all warranty periods), and any extensions thereof which may be granted by the City, with or without notice to the Surety, and if they shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the City from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the City all outlay and expense which the City may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or to the work to be performed thereunder or to the specifications accompanying the same shall in any way effect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the specifications.

PROVIDED, FURTHER, that no final settlement between the City and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

(Signature Page Follows)

(Performance Bond)

IN WITNESS WHEREOF, this instrument is executed this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Principal

ATTEST:

By \_\_\_\_\_  
Principal Secretary

By \_\_\_\_\_

Title \_\_\_\_\_

(SEAL)

\_\_\_\_\_  
(Address)

By \_\_\_\_\_  
(Witness as to Principal)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
Surety

ATTEST:  
By \_\_\_\_\_  
(Surety) Attorney-In-Fact

By \_\_\_\_\_  
Attorney-In-Fact

(SEAL)

\_\_\_\_\_  
(Address)

By \_\_\_\_\_  
(Witness as to Surety)

\_\_\_\_\_  
(Address)

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is a Partnership, all partners shall execute the bond.

**PAYMENT BOND  
(Sample)**

Bond Number \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS:

That we \_\_\_\_\_ a \_\_\_\_\_ hereinafter called "Principal" and

\_\_\_\_\_  
Surety

of \_\_\_\_\_, State of \_\_\_\_\_, hereinafter called the "Surety", are held and firmly bound unto the City of Pueblo, a Municipal Corporation, hereinafter called "City", in the penal sum of:

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_)  
in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the City dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, a copy of which is hereto attached and made a part hereof for the construction of:

**Bid No.:**

**Bid Name:**

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, supplies, lubricants, oil, gasoline, rental machinery, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by subcontractors or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or to the work to be performed thereunder or to the specifications accompanying the same shall in any way effect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the specifications.

PROVIDED, FURTHER, that no final settlement between the City and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

(Signature Page Follows)

(Payment Bond)

IN WITNESS WHEREOF, this instrument is executed this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

ATTEST:

\_\_\_\_\_  
Principal

By \_\_\_\_\_  
Principal Secretary

By \_\_\_\_\_

Title \_\_\_\_\_

(SEAL)

\_\_\_\_\_  
(Address)

By \_\_\_\_\_  
(Witness as to Principal)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
Surety

ATTEST:

By \_\_\_\_\_  
(Surety) Attorney-In-Fact

By \_\_\_\_\_  
Attorney-In-Fact

(SEAL)

\_\_\_\_\_  
(Address)

By \_\_\_\_\_  
(Witness as to Surety)

\_\_\_\_\_  
(Address)

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is a Partnership, all partners shall execute the bond.

NOTICE TO PROCEED  
(Sample)

City of Pueblo, Colorado

\_\_\_\_\_  
(Date)

To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Ref:   **Bid No.:**  
         **Bid Name:**

You are hereby authorized to proceed on \_\_\_\_\_, 20\_\_\_\_, or within three (3) consecutive calendar days with construction of above referenced project as set forth in the Contract Documents.

The Bid Bond submitted with your Bid may now be cancelled by your Surety.

Director of Public Works  
City of Pueblo



**Pueblo Regional Building Department**  
**830 N Main St. Suite 100**  
**Pueblo, CO 81003**  
**719-543-0002 fax 719-543-0062**

**[www.prbd.com](http://www.prbd.com)**

To Whom It May Concern:

The law requires that licensed contractors perform all construction work. It is a violation of the law to perform construction without a license and it is equally a violation to hire someone to perform construction unless the party hired is a licensed contractor or is on the payroll of the company hiring as an employee.

Basic license categories are General Contractor A, B, and C; Electrical Contractor, Plumbing Contractor, and HVAC Contractor A and C. In addition, there are Contractor D single trade licenses, which are the type used by the majority of sub-contractors. Those trades requiring licenses include, but are not limited to:

|                                     |                                    |
|-------------------------------------|------------------------------------|
| Awning Installation                 | Concrete                           |
| Demolition                          | Drywall                            |
| Elevators                           | Excavation                         |
| Framing                             | House Moving                       |
| Masonry                             | Ornamental Iron                    |
| Asphalt Paving                      | Roofing                            |
| Utility Cont. Fire Main             | Plumbing Lawn Sprinkler            |
| Systems                             | Utility Cont. Sewer                |
| Utility Cont. Water                 | Siding                             |
| Sign Erection                       | Stucco                             |
| Structural Steel                    | U Occupancy (garages, sheds, etc.) |
| Mechanical A Unlimited              | Mechanical C Limited (any 2 of 3)  |
| Mechanical Gas Work                 | Mechanical C Refrigeration         |
| Mechanical C Sheet Metal            | Journeyman Gas Fitter              |
| Journeyman Refrigeration            | Journeyman Sheet Metal             |
| Plumbing Swimming Pool              | Utility Cont. Sewer & Water        |
| Plumbing Water Connected appliances |                                    |

If you have any questions, feel free to contact our office 719-543-0002.



FINANCE DEPARTMENT  
P.O. BOX 1427  
PUEBLO, CO 81002

SALES TAX DIVISION  
(719) 553-2659  
FAX (719) 553-2657

TO ALL BIDDERS:

We would like to take this opportunity to welcome you to the City of Pueblo.

The City of Pueblo does not issue **tax-exempt certificates** and deems that all construction type of jobs within the city limits are subject to Sales and Use Tax at the rate of 3.7%. As of March 2015, the City mandates pre-paid Use Tax on projects over \$1M. The tax is based on 40% of total project cost.

Each and every General and/or Sub-Contractor will need to obtain licensing with the City of Pueblo. An application is available from our office or on the website listed below. Typically contractors are licensed with a Use Tax License. If the applicant is a supplier with a storefront selling material to the contractors then a Sales Tax License will be issued. In either case, the filing frequency will be determined once the application is processed. Upon completion, a license along with the returns will be mailed to the applicant. **PLEASE NOTE: if the filing period does not have a tax liability a zero return must be filed.**

The Tax Guide entitled "Construction Contractors" and FAQ's has also been attached for assistance in explaining what would be subject to tax and provides scenarios that can be helpful to the construction industry.

The website for our office can be found at [www.pueblo.us](http://www.pueblo.us), hover over "Your Government," then click on "Sales Tax" under "Economic/Community Development." There you will find the Tax Guides, City of Pueblo Ordinances in their entirety, blank forms such as a return or an application.

If further assistance is needed, please phone our office at (719) 553-2659, as our staff would be happy to assist.



# City of Pueblo, Colorado

## TAX GUIDE

# CONSTRUCTION CONTRACTORS

### DEFINITION:

The term “construction contractor” applies to general contractors and subcontractors and includes all building constructors, highway and road constructors, electrical, plumbing, and heating constructors, excavators, and others engaged in the construction, reconstruction, expansion, alteration, repair, or wrecking of **any physical structure that is part of real estate**.

Business enterprises providing completed units of personal property to be affixed to, installed in or used in conjunction with a structure will **not** be regarded as performing work by a **contractor** if the personal property can be removed:

1. Without substantial damage to the structure, and
2. Without altering the functional use of the structure.

Business enterprises, as described above, are considered vendors who make retail sales and must charge City of Pueblo Sales Tax on these items if licensed to do so. If the vendor is not licensed to collect City of Pueblo Sales Tax or for any reason fails to do so, then the contractor must pay the tax due as Use Tax. These types of items include, but are not limited to, appliances, storm doors and windows, patio covers, carpeting, pre-fabricated swimming pools, lockers, athletic equipment, toilet partitions, movable partitions, nursery stock, sod or other similar items used in connection with a structure.

### STATE EXEMPT PROJECTS:

The State of Colorado provides an exemption for purchases by contractors of construction and building materials that become permanently affixed to the real property when the owner of the real property is a non-profit school or a governmental, charitable, or religious entity. **Pueblo has no such exemption.**

The contractor may not avoid the payment of the Pueblo Sales or Use Tax by use of provisions in the construction agreement or by use of the name of a tax exempt entity on an invoice or purchase order as the purchaser because the contractor is deemed to be the consumer of the materials used in construction. No exemption certificate issued by the Colorado Department of Revenue, nor any other taxing authority, will be recognized as a basis for exemption from the Sales or Use Tax levied by the City of Pueblo on construction materials.

### CONSTRUCTION MATERIALS:

All building materials purchased, used or consumed in the City of Pueblo are subject to sales or use tax, unless the materials are purchased for resale or by seller holding a valid City of Pueblo Sales Tax License.

The general contractor on a project is responsible for the City of Pueblo tax on all material used or consumed on their project, including that used by the subcontractors the general contractor employs on the job. If the subcontractor is properly licensed with the City of Pueblo Finance Department, the subcontractor will be liable for their own taxes. But **the general contractor is responsible for the taxes owed by any unlicensed subcontractor they hire.**

Caution: City of Pueblo Sales Tax paid to a vendor who is not licensed to collect Pueblo Sales Tax does not relieve the contractor of this tax liability until said tax is remitted to the City of Pueblo.

**SALES TAX:**

1. Materials delivered by a Pueblo vendor to a construction contractor at a job site or other location in Pueblo are subject to city sales tax.
2. Materials picked up inside the City of Pueblo are subject to city sales tax regardless of whether the materials are used inside or outside the city.
3. Materials delivered by a Pueblo vendor to a location outside the City of Pueblo, for use outside the city, are exempt from city sales tax.
4. There is no exemption in the sales tax ordinance for the temporary storage of construction materials in Pueblo.

**USE TAX:**

City of Pueblo use tax is due on all materials used, consumed or stored in the city on which City of Pueblo sales tax was not paid. Examples might include the following:

1. For materials purchased outside of Pueblo to be used or stored in Pueblo on which sales tax was legally paid to another municipal corporation, use tax would be due only to the extent that the Pueblo tax exceeds the amount of sales tax paid to the other municipality. Sales tax is legally paid to another municipal corporation only if delivery of the material takes place in that municipality.
2. For material purchased outside Pueblo and delivered into Pueblo either by the vendor or common carrier, the full 3.7% City of Pueblo use tax is due.
3. If for any reason a licensed vendor fails to charge City of Pueblo sales tax, the contractor as the ultimate user must pay the full use tax.

**CONSTRUCTION TOOLS & EQUIPMENT:****NEW PURCHASES:**

All purchases of tools, supplies and equipment from a Pueblo licensed vendor that are delivered inside the City of Pueblo are subject to city sales tax.

If no Pueblo sales tax was paid, the City Code imposes a use tax on the purchase of tools, supplies and equipment used or received in Pueblo. However, if sales tax was legally paid on a purchase to another Colorado municipality, Pueblo allows a credit for the rate of tax legally paid to another municipality up to the rate of Pueblo's use tax.

**USED EQUIPMENT:**

Machinery and equipment, which has been used prior to being brought into the City of Pueblo, is subject to city use tax on the actual purchase price of the equipment and is due at the time the equipment is first brought into the city. Credit is allowed for the rate of legally imposed sales and use tax previously paid to another municipality up to the rate of city use tax.

**CONSTRUCTION EQUIPMENT:**

Pueblo sales and use tax applies to the purchase or use of construction equipment (cranes, grades, backhoes, bulldozers, welders, etc) in the city. Any equipment owned by a local construction company is subject to city tax when the equipment is purchased or first brought into the City of Pueblo. Construction companies located outside the city are subject city tax when equipment is brought into Pueblo. EXCEPTION: The City of Pueblo provides a prorated use tax on construction equipment brought into the city for a period of thirty (30) consecutive days or less if the taxpayer has complied with the provisions of C.R.S. Section 29-2-109.

**MOTOR VEHICLE EXEMPTION:**

Automotive vehicles (vehicles whose primary purpose is transportation upon public streets) registered and required by law to be registered outside of Pueblo are exempt. Specifically, construction contractors' pickup trucks and over-the-highway dump trucks, which are based and maintained at a location outside of Pueblo, would not be subject to Pueblo's sales or use tax.

**RETAILER-CONTRACTOR:**

Some contractors as defined above, also may be retail merchants of building supplies or construction materials, which were purchased tax free for resale. In the performance of their own construction contracts they might remove from their own stock whatever is needed for their contract operations. Such use of tax free merchandise is subject to tax in one of the following ways:

1. On time and material type contracts for all now tax exempt entities, sales tax must be charged and remitted on the total retail price charged to the customer.
2. On lump sum contracts and all jobs for tax exempt entities, use tax must be paid based on the acquisition cost of the merchandise.

Retailer contractors must have a City of Pueblo sales tax license. No sales tax license will be issued to regular contractors. They are not retailers of tangible personal property and are deemed to be users or consumers of all articles they use.

**MANUFACTURER CONTRACTORS:**

Manufacturing is defined as "the performance as a business of an integrated series of operations which places personal property in a form, composition or character different from that in which it was acquired whether for sale or use by the manufacturer. The change in form, composition or character must result in a different product having a distinctive name, character and use."

Organizations engaged in the manufacturing of tangible personal property who also perform construction contracts (i.e., permanently affix personal property to real property) are subject to Pueblo tax on the gross value of all materials, labor and services used and employed in the manufacture of the product.

**FABRICATORS:**

Shop tasks performed on construction materials, such as cutting, welding, drilling and painting structural steel or cutting, bending and attaching sheet metal pieces into "duct work," are not regarded as "manufacturing". Thus, in such cases, fabrication labor is not part of the tax base for a contractor/fabricator.

Fabricated labor is part of the tax base when transfer of title to the fabricated item takes place after performance of the fabrication by the retailer/fabricator.

**RELATED TAX GUIDES:**

Liens, Distraints & Enforcement  
Manufacturers  
Rental & Service Charges Combined  
Special Mobil Machines & Equipment  
Use Tax

THE ABOVE INFORMATION IS A SUMMARY IN LAYMAN'S TERMS OF THE RELEVANT PUEBLO TAX LAW FOR THIS INDUSTRY OR BUSINESS SEGMENT. IT IS NOT INTENDED FOR LEGAL PURPOSES TO BE SUBSTITUTED FOR THE FULL TEXT OF THE PUEBLO MUNICIPAL CODE AND APPLICABLE RULES AND REGULATIONS.

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FINANCE DEPARTMENT  
P.O. BOX 1427  
PUEBLO, CO 81002

SALES TAX DIVISION  
(719) 553-2659  
FAX (719) 553-2657

## FREQUENTLY ASKED QUESTIONS (FAQ)

Below are FAQ's about City of Pueblo licensing and tax collection.

If you would like to see the ordinances in their entirety or peruse our website, please visit [www.pueblo.us](http://www.pueblo.us) (click on "Your Government", then "Sales Tax" under "Economic/Community Development.") Once there, Tax and Licensing Ordinances **Title 9 – Licenses & Permits**, **Title 14 – Taxes & Finance**. The **Tax Guide** is also available at the Sales Tax main screen.

### FAQ's:

#### **Who has to be licensed with the City of Pueblo Sales Tax Division?**

All businesses associated with the project must be licensed to include contractors, suppliers delivering to the job site, equipment rentals, tool sales onsite to name a few. Please contact our office if you have a question whether or not licensing should be acquired. A completed application along with the \$50 annual licensing fee must be submitted to the Sales Tax Division. The license application can be downloaded from our website referenced above.

#### **Can Contractors be liable for hiring unlicensed sub-contractors when working in the City of Pueblo?**

Yes, prior to hiring a sub-contractor ensure they are licensed with the Sales Tax Division by requiring a copy of their current license. If not, the hiring contractor could be liable for taxation on the contractual agreement.

#### **I am a Labor Only Contractor do I need to be licensed?**

Yes, all businesses to include labor only must be licensed.

#### **If I believe there are no taxes owed, do I still need to file a return?**

Yes, a Zero return must be filed. If you do not file a return and no taxes are owed, a \$15 late filing fee will be enforced.

#### **If food is purchased for on the job consumption is it taxable?**

Yes, food purchased from grocery stores is only exempt for home consumption. In any other situation the food is deemed taxable. Any prepared food is also subject to taxation.

#### **Do I need to notify your office if my business closed?**

Yes, we need WRITTEN notification that your business has closed.



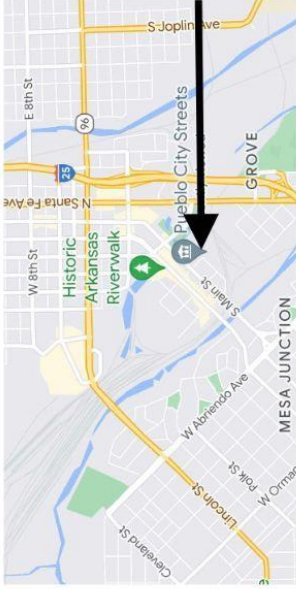
City of Pueblo, Colorado

City Streets Building Roofing Project  
Summer / Fall 2023

310 East D St  
Pueblo, CO 81003



LOCATION MAP:



KEY PLAN:



Drawing Index:

- G001 Cover Sheet & Index
- G002 Summary of Work & General Conditions
- G201 Roof Plan
- G500 Low Slope Roofing Details
- G501 Standing Seam Roofing Details

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City of Pueblo - City Streets Building Roofing Project '23  
310 E. D St, Pueblo, CO 81003

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**Standing Seam Roof Areas Scope of Work:**

1. Demo existing metal panels and dispose of properly and legally. Ensure that building is dried in every evening. Contractor will be responsible for any water intrusion damage.
2. Replace saturated insulation at a predetermined price per square foot.
3. Install complete standing seam metal roofing system per the project specific drawings provided by the manufacturer, including guttering and downspouts.

5. Re-install existing metal walkways atop new standing seam roof panels using S5 clips.
6. At shingle roof section tie-in to new standing seam system, remove (3) rows of shingles, install new Peel-and-Stick underlayment, and replace with new type 4 architectural shingles. Color to match.

**Low-Slope Roof Areas Scope of Work:**

1. Remove existing mineral-surfaced low-slope roof system to the structural deck and dispose of properly and legally. Ensure that building is dried in every evening.
2. Provide and mechanically fasten new Polyiso insulation board throughout designated low-slope areas to meet energy code and minimum .5/12 slope. Install crickets upslope of all curbs and sumps at all drains.
3. Provide & set in low-rise foam adhesive all new 1/2" DensDeck Prime cover board throughout all field and flashings of designated low-slope roof areas.
4. Provide and install new torch-applied SBS Modified Base Sheet throughout all designated low-slope roof areas, to all field and flashings.
5. Provide and install new torch-applied SBS Modified Cap Sheet throughout all field and all flashings. 3-Course all flashing.
6. Provide and install new flood coat of No-VOC UV-stable adhesive at 4gal per 100sqft, and gravel surfacing throughout all field.
7. Provide and install new single coat of UV-stable emulsified acrylic coating at 2gal per 100sqft to all flashings.
8. Provide and fit all plumbing and heat stacks w/ new lead jacks.
9. Provide and install all new surface-mounted kynar counter flashing metal.
10. Provide and install all new scupper lining metal.
11. Provide and set all conduit/plumbing atop new rubberized blocks each 10inft.
12. Provide and install new gravel stop, cast iron drain clamp rings and covers.

**CMU Elevations Scope of Work:**

1. Remove all vertical joint and window enclosure sealants at designated walls, between low-slope and standing seam roof areas.
2. Install new closed cell backer rod, and UV-stable sealant at all joints.

**GENERAL CONDITIONS:**

1. ALL MATERIALS SHOULD BE PROTECTED AT NIGHT AND KEPT FROM FREEZING. IF TEMPERATURES ARE EXPECTED TO GO BELOW 40 DEGREES, THEN ALL MATERIALS SHOULD BE EITHER PLACED IN A HOT BOX ON SITE, OR RETURNED TO CONTRACTOR'S SHOP FOR SAFE AND DRY KEEPING. ANY MATERIALS LEFT ON SITE DURING COLD WEATHER, OR THAT BECOME WET DUE TO MOISTURE FROM IMPROPER HOUSEKEEPING, WILL NOT BE ALLOWED TO BE USED IN THE ROOFING ACTIVITY AND MUST BE REPLACED WITH NEW MATERIAL.
2. DO NOT EXPOSE MATERIALS VULNERABLE TO WATER OR UV DEGRADATION IN QUANTITIES GREATER THAN CAN BE APPLIED DURING THE SAME DAY.
3. A PORT-A-JOHN IS REQUIRED ON SITE DURING ALL WORK, AS WELL AS A DUMPSTER. BOTH MUST BE KEPT IN A CLEAN TIDY MANNER AND PLACED IN PREAPPROVED LOCATIONS. ONLY THE FOREMAN IS ALLOWED INSIDE THE BUILDING DURING THE PROJECT DURATION.
4. THIS IS A SECURE FACILITY AND NO ONE SHOULD ENTER THE FACILITY WITHOUT EXPRESS PERMISSION FROM AN OWNER'S REPRESENTATIVE.
5. PERFORM ALL WORK IN A PROFESSIONAL MANNER AND AS SPECIFIED IN THESE DOCUMENTS. RAIN PRECAUTIONS MUST BE FOLLOWED DAILY. ANY LEAKS ARE THE CONTRACTOR'S RESPONSIBILITY. ANY DAMAGE CAUSED BY LEAKS IS THE CONTRACTOR'S RESPONSIBILITY. CLEAN WORK AREA AND PROPERLY STORE MATERIALS DAILY. SUBSTRATE TO BE FULLY DRY PRIOR TO ANY MATERIALS INSTALLATION.
6. COORDINATE WORK ACTIVITIES DAILY WITH OWNER DURING COURSE OF THE WORK AND PHASING. OWNER REQUIRES 48 HOURS NOTICE PRIOR TO MOVEMENT OF WORK INTO A DIFFERENT LOCATION WITHIN THE PROPERTY. NOTIFICATION OF WORK MUST BE MADE IN WRITING TO OWNER'S REPRESENTATIVE.
7. PROTECT BUILDINGS, ADJACENT BUILDINGS OR STRUCTURES, WALKWAYS, SITE IMPROVEMENTS, LANDSCAPING, EXTERIOR PLANTINGS, VEHICLES, AND OTHER SURFACES FROM SOILING OF OPERATIONS AND CONSTRUCTION DEBRIS AND DUST.
8. BEFORE WORKING ON AREAS OF THE WALK WAY THAT CAN PENETRATE TO AREAS BELOW, NOTIFY OWNER A MINIMUM OF 48 HOURS IN ADVANCE IN ORDER TO EVACUATE AREA BENEATH OF SUBSEQUENT OPERATIONS.
9. CONTRACTOR RESPONSIBLE TO PROVIDE ALL LABOR, EQUIPMENT, GARLAND ROOFING MATERIALS AND MISCELLANEOUS MATERIALS TO INSTALL ROOFING MATERIALS OVER THE PROPERLY PREPARED SUBSTRATE.
10. CONTRACTOR RESPONSIBLE TO COORDINATE MATERIAL DELIVERY. IF THE OWNER ELECTS, THE CONTRACTOR IS RESPONSIBLE TO STORE ALL MATERIALS OFF-SITE AT NO COST TO THE OWNER.
11. ALL PROJECT REQUIRED MATERIALS TO BE PURCHASED BY AWARDED CONTRACTOR WITHIN 10 CALENDAR DAYS OF CONTRACT ISSUANCE.

**WARRANTY:**

1. UPON COMPLETION OF INSTALLATION, AND ACCEPTANCE OF OWNER, THE MANUFACTURER WILL SUPPLY TO THE OWNER THE SPECIFIED WARRANTIES.
2. INSTALLER SHALL SUBMIT A FIVE (5) YEAR WARRANTY TO MANUFACTURER AND OWNER.

**DELIVERY, STORAGE AND HANDLING:**

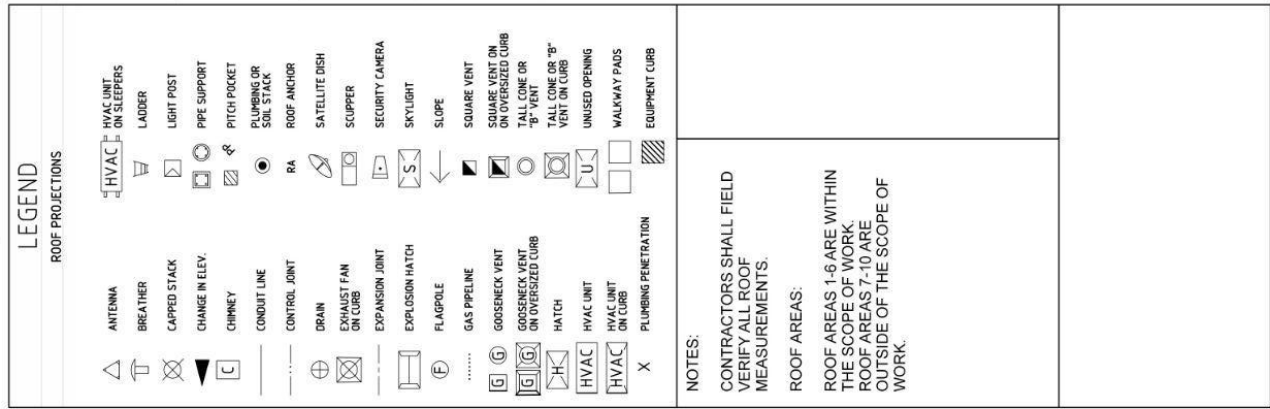
1. DELIVER PRODUCTS TO SITE WITH SEALS AND LABELS INTACT. IN MANUFACTURER'S ORIGINAL CONTAINERS, DRY AND UNDAMAGED.
2. DO NOT LEAVE UNUSED MATERIALS EXPOSED OVERNIGHT OR WHEN WORK IS NOT IN PROGRESS UNLESS PROTECTED FROM WEATHER AND OTHER MOISTURE SOURCES.
3. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO SECURE ALL MATERIAL AND EQUIPMENT ON THE JOB SITE. IF ANY MATERIAL OR EQUIPMENT IS STORED ON SITE, THE CONTRACTOR MUST MAKE SURE THAT THE INTEGRITY OF THE STORAGE AREA IS NOT COMPROMISED AT ANY TIME. DAMAGE TO THE FACILITY CAUSED BY THE CONTRACTOR WILL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR AND WILL BE REPAIRED OR REPLACED AT HIS EXPENSE.

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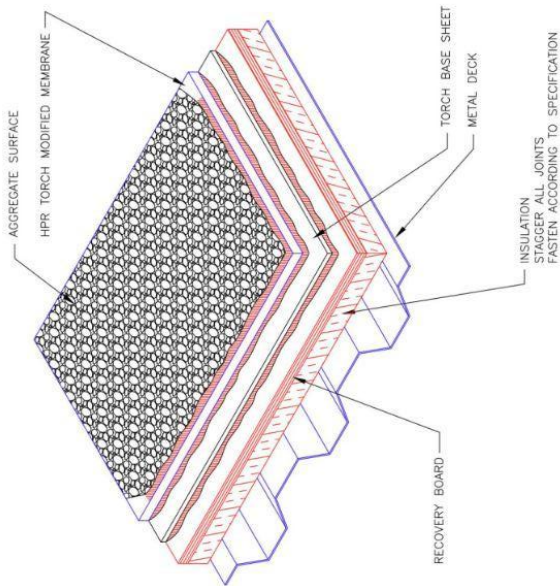
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310 E. D St, Pueblo, CO 81003

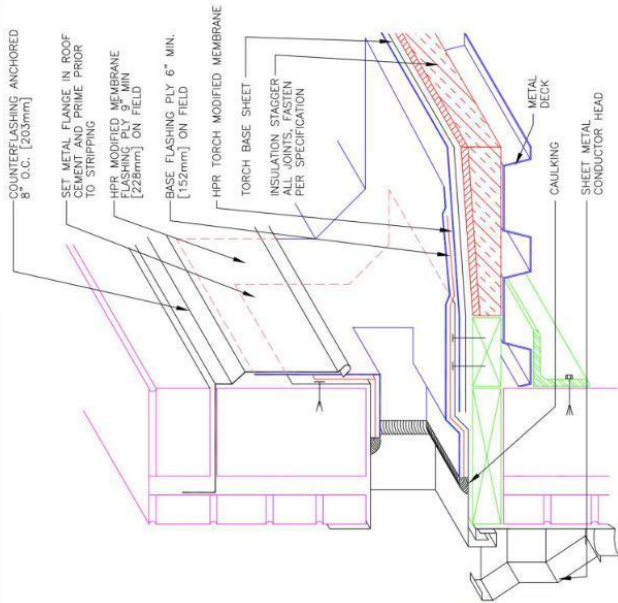
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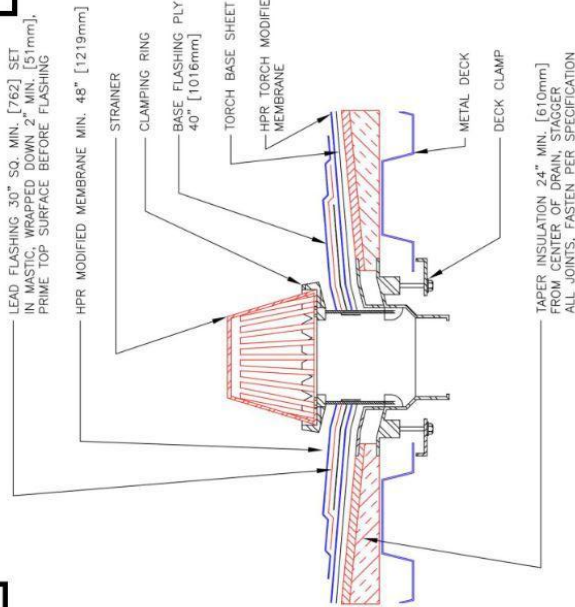




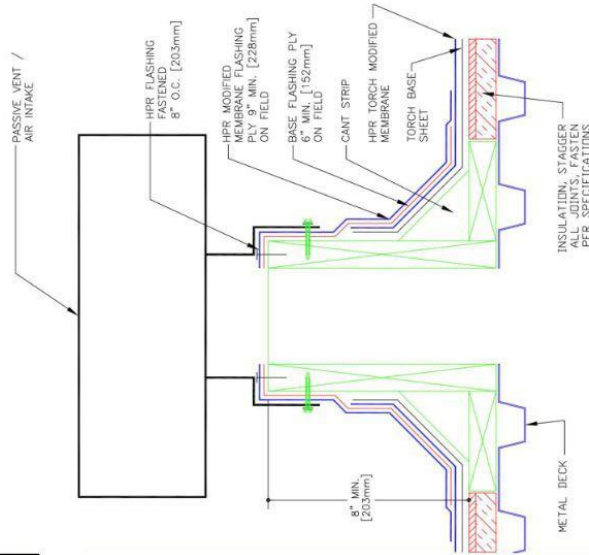
Typical Flood & Gravel Surfaced Detail



Through Wall Scupper & Surface Mounted Counter Flashing Detail



Internal Drain Detail



Passive Air Intake Detail

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NO

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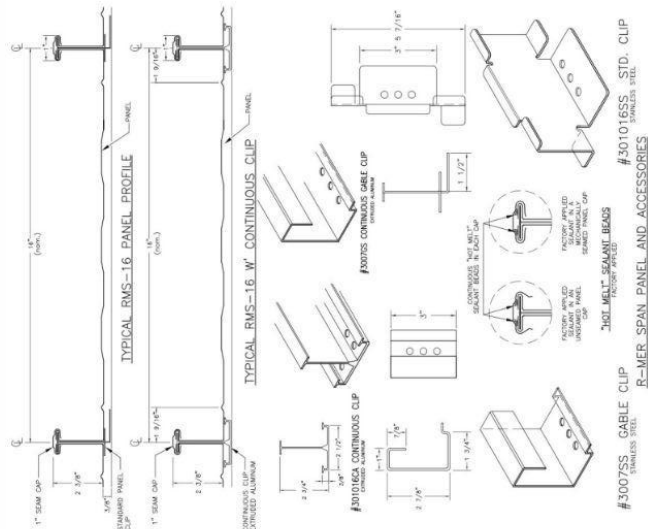
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City of Pueblo - City Streets Building Roofing Project '23  
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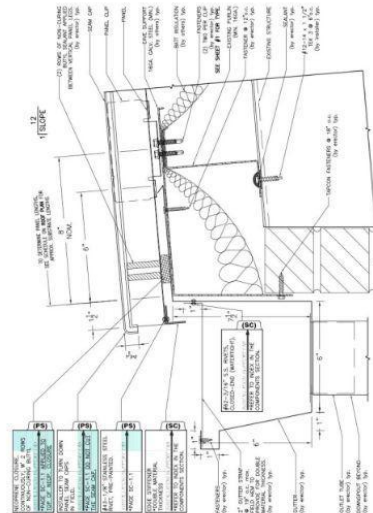




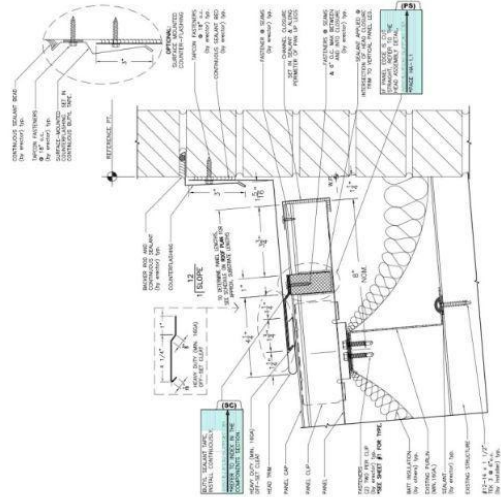
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#301016SS, STD. CLIP (MINIMUM 1/2\"/>

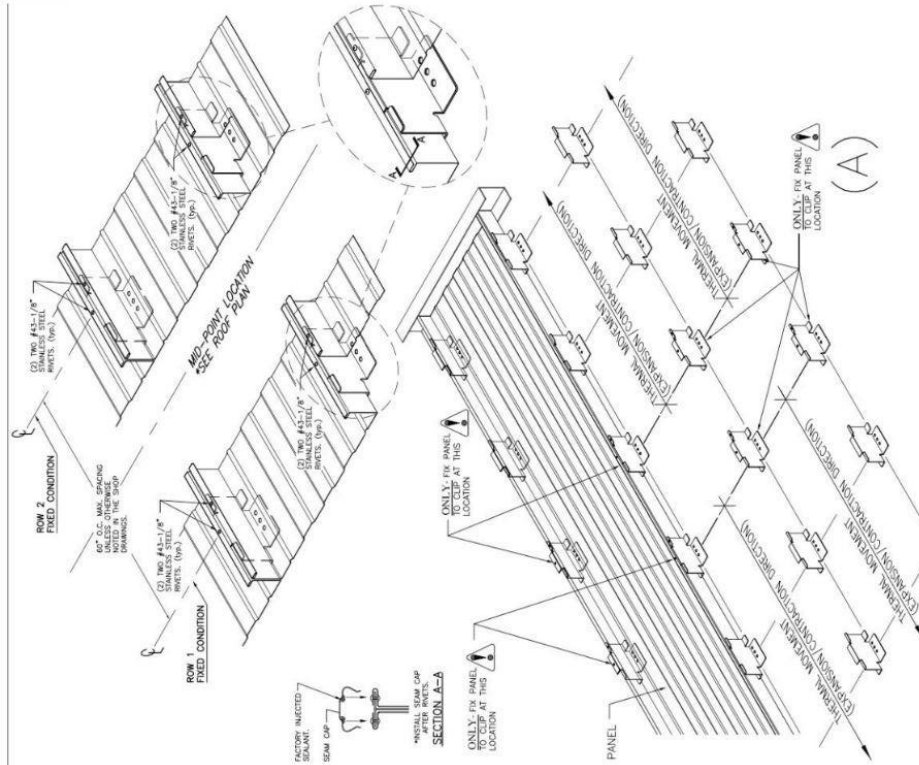
R-MER SPAN PANEL AND ACCESSORIES



EXPANDING EAVE WITH GUTTER DETAIL  
ARCH. REF. : NA



EXPANDING HEAD DETAIL  
ARCH. REF. : NA



**ERECTOR NOTE- FIXED PANEL INSTALLATION METHOD**

- EAVE/GULLY/ALLEY CONDITIONS.
- CONDITIONS AND PANEL THERMAL MOVEMENT IS DIRECTED TOWARD THE EAVE/GULLY/ALLEY CONDITIONS.
- PROTECT THE PANEL'S PAINT FINISH FROM HOT DRILL FLAMES. THESE RUST SPOTS NOT COVERED IN THE FINISH WARRANTY.
- SNAP ON THE SEAM CAP AFTER THE PANEL HAS BEEN RIVETED TO THE SUBSTRATE.
- USE THE HAND CRAMPING TOOL AND CRAMP THE SEAM CAPS AT THESE FIXED LOCATIONS.
- DO NOT RUN THE MOTORIZED SEAMING MACHINE OVER THESE FIXED LOCATIONS.

**ERECTOR NOTE- FIXED PANEL LOCATION EXPLANATION**

- THE FIXED LOCATIONS ILLUSTRATED ON THIS PLAN CAN DESIGNATE THE LOCATION OF THE PANELS TO BE RIVETED TO THE SUBSTRATE.
- THIS "FIXED LOCATION" IS A MECHANICAL CONNECTION BETWEEN THESE TWO PANELS.
- A "FIXED LOCATION" CAN ONLY OCCUR AT ONE LOCATION ON EACH PANEL.
- NO TWO ADJACENT PANELS CAN BE RIVETED TO ONE LOCATION AND NO TWO ADJACENT PANELS CAN BE RIVETED TO ONE LOCATION AND NO TWO ADJACENT PANELS CAN BE RIVETED TO ONE LOCATION.
- ALL REMAINING PANEL CLIPS ALONG THE PANEL MUST NOT BE ATTACHED.
- NON-ATTACHED PANEL CLIPS WILL ALLOW PANEL THERMAL MOVEMENT ALONG ITS ENTIRE LENGTH.

### Fixed Panel Detail

SEE ABOVE FOR PANEL LOCATION PLAN FOR THE FIXED LOCATIONS  
IF THIS IS UNCLAR IN ANY MANNER, DO NOT INSTALL PANELS AND CONTACT THE MANUFACTURER OR MANUFACTURER'S REPRESENTATIVE FOR CLARIFICATIONS.

SECTION 01010  
SUMMARY OF WORK

PART 1 - GENERAL

1.01 SUMMARY

- A. Project identification: Pueblo City Streets Building Roof Replacement
- B. Project Summary: Roofing Contractor shall act as prime Contractor in re-roofing the above referenced facility as indicated in the General Conditions, Specifications, and Drawings.

Standing Seam Roof Areas Scope of Work

1. Demo existing metal panels and dispose of properly and legally. Ensure that building is dried in every evening. Contractor will be responsible for any water intrusion damage.
2. Replace saturated Insulation at a pre-determined price per square foot.
3. Install complete standing seam metal roofing system per the project specific drawings provided by the manufacturer, including guttering and downspouts.
4. Existing curbs at all HVAC/Mechanical Units to be form-fitted to new standing seam panels, per roof system manufacturers instructions.
5. Re-install existing metal walkways atop new standing seam roof panels, using S5 clips.
6. At shingle roof section tie-in to new standing seam system, remove (3) rows of shingles, install new Peel-and-Stick underlayment, and replace (3) rows with new type 4 architectural shingles. Color to match and be approved by Project Manager.

Low-Slope Roof Areas Scope of Work

1. Remove existing mineral-surfaced low-slope roof system to the structural deck and dispose of properly and legally. Dry in at end of work each day.
2. Provide and mechanically fasten new insulation boards throughout designated low-slope areas to meet energy code and minimum .5/12 slope. Install crickets upslope of all curbs and sumps 4' min. diameter at all drains.
3. Provide & set in low-rise foam adhesive all new ½" cover board throughout all field and flashings of designated low-slope roof areas.
4. Provide and install new torch-applied SBS Modified Base Sheet throughout all designated low-slope roof areas, to all field and flashings.
5. Provide and install new torch-applied SBS Modified Cap Sheet throughout all field and all flashings. 3-Course all flashings.
6. Provide and install new flood coat of cold adhesive at 5gal per 100sf, and gravel surfacing throughout all field.
7. Provide and install new single coat aluminized coating at 2gal per 100sf to all flashings.
8. Provide and fit all plumbing and heat stacks with new lead jacks.
9. Provide and install all new surface-mounted kynar counter flashing metal.
10. Provide and install all new scupper lining metal.
11. Provide and set all conduit/plumbing atop new rubberized blocks each 10lf.
12. Provide and install new gravel stop at sumps/scuppers, new cast iron drain clamp rings and

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covers, and new lead flashing at all existing internal drains.

#### CMU Elevations Scope of Work

1. Remove all vertical joint and window enclosure sealants at designated walls, between low-slope and standing seam roof areas.
  2. Install new closed cell backer rod, and UV-stable sealant at all joints.
- C. Particular project requirements:
1. Existing site conditions and restrictions: The building will be occupied at the time of construction and care must be taken not to disturb normal operations of the occupants. Vents must be covered and intakes turned off during torch work.
- D. Permits: Apply for, obtain, and pay for permits required to perform the work. All contractors and subcontractors are required to be licensed to work in the City of Pueblo and through Pueblo Regional Building Department.
- E. Codes: Comply with applicable codes and regulations of authorities having jurisdiction. Submit copies of inspection reports, notices and similar communications to Project Manager.
- F. Dimensions: Verify dimensions indicated on drawings with field dimensions before fabrication or ordering of materials. Do not scale drawings.
- G. Existing Conditions: Notify Project Manager of existing conditions differing from those indicated on the drawings. Do not remove or alter structural components without prior written approval from the Project Manager.
- H. Warranty: Both low-slope and metal roof systems must be covered by a single-source warranty.
- I. RFI: Submit all questions in writing to the Project Manager.
- J. Definition for terms used in the Specifications:
1. Provide: Furnish and install, complete with all necessary accessories, ready for intended use. Pay for all related costs.
  2. Approved: Acceptance of item submitted for approval. Not a limitation or release for compliance with the Contract Documents or regulatory requirements. Refer to limitations of "Approved" in General and Supplementary Conditions.
  3. Match Existing: Match existing as acceptable to the Project Manager.
  4. Intent: Drawings and Specifications are intended to provide the basis for proper completion of the work suitable for the intended use of the City. Anything not expressly set forth but which is reasonably implied or necessary for proper performance of the project shall be included.
  5. Writing Style: Specifications are written in the imperative mode. Except where specifically

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intended otherwise, the subject of all imperative statements is the Contractor. For example, "Provide tile" means Contractor shall provide tile.

PART 2 - PRODUCTS - Not applicable to this Section.

PART 3 - EXECUTION - Not applicable to this Section.

END OF SECTION

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City of Pueblo, CO  
Pueblo City Streets Building Roof Replacement  
2023 / 2024

SECTION 07611  
STANDING SEAM METAL ROOFING

PART 1 - GENERAL

1.01 SUMMARY

- A. This section specifies standing seam roofing work referenced in Section 01010.

1.02 REFERENCES: The latest publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by the basic designation only.

A. American Iron and Steel Institute (AISI)

AISI SG-673 - Cold-Formed Steel Design Manual

B. ASTM International (ASTM)

ASTM A 36 - Structural Steel

ASTM A 366 - Steel, Sheet, Carbon, Cold-Rolled, Commercial Quality

ASTM A 570 - Steel, Sheet and Strip, Carbon, Hot-Rolled, Structural Quality

ASTM A 607 - Steel, Sheet and Strip, High-Strength, Low-Alloy, Columbium or Vanadium, or Both, Hot-Rolled and Cold-Rolled

ASTM A 792 - Steel Sheet, Aluminum-Zinc Alloy-Coated by the Hot-Dip Process ASTM

B 209 – Aluminum and Aluminum Alloy Sheet and Plate

ASTM B 117 - Operating Salt Spray (Fog) Testing Apparatus

ASTM C 1136 – Standard Specification for Flexible, Low Permeance Vapor Retarders for Thermal insulation

ASTM D 522 - Mandrel Bend Test of Attached Organic Coatings

ASTM D 523 - Specular Gloss

ASTM E 84 - Surface Burning Characteristics of Building Materials

ASTM E 1592 - Structural Performance of Sheet Metal Roofing and Siding Systems by Uniform Static Air Pressure Difference

ASTM E 1646 - Water Penetration of Exterior Metal Roof Panel Systems

ASTM E 1680 - Air Leakage Through Exterior Metal Roof Panel Systems

ASTM E 2140 - Water Penetration of Metal Roof Panel Systems by Static Water Pressure Head

- C. American Society of Civil Engineers (ASCE)  
ASCE-7 - Minimum Design Loads for Buildings and Other Structures

- D. Testing Application Standards (TAS)

TAS 100 - Wind and Wind Driven Rain Resistance of Discontinuous Roof Systems

TAS 125 - Standard Requirements for Metal Roof Systems

- E. INTERNATIONAL BUILDING CODE (IBC)

IBC 2021 - International Building Code

- F. National Roofing Contractor Association (NRCA)

NRCA CD - Construction Details

- G. Sheet Metal & Air Conditioning Contractors' National Association, Inc. (SMACNA)

SMACNA ASMM - Architectural Sheet Metal Manual

- H. Underwriters Laboratory Inc. (UL)

UL 580 - Roofing Materials and System Directory

UL 723 - Test for Surface Burning Characteristics of Building Material

UL 790 - Fire Resistance of Roof Covering Materials

- I. National Fire Protection Association (NFPA)

NFPA 255 – Standard Method of Test of Surface Burning Characteristics of Building Materials

### 1.03 DEFINITIONS

- A. Factory-Formed Seam: Seams of panels so configured that when adjacent sheets are installed the seam is sealed utilizing mechanical or hand seamers.
- B. Roofing System: The roofing system is defined as the assembly of roofing components, including roofing panels, flashing, fasteners, and accessories which, when assembled properly result in a watertight roof covering.

### 1.04 SYSTEM DESCRIPTION

- A. Design Requirements

- 1. Hydrostatic standing seam metal roof system with 16" panel and minimum 2" high "T" shaped vertical seam and a separate mechanically seamed cap with continuous factory-applied sealant. Panels shall have factory formed longitudinal stiffening

mesas to minimize the effects of oil canning.

2. Ridge Closures: Factory pre-cut closed-cell foam meeting ASTM D 1056, enclosed in metal channel matching panels.
  2. Roof panels shall be attached to the substrate with concealed one-piece anchor clips.
  3. Panels shall be continuous lengths up to manufacturer's standard longest lengths, with no joints or seams, except where indicated or specified. Ribs of adjoining sheets shall be in continuous contact from eave to ridge.
  4. Panel system shall not have requirement for sequential installation or removal.
  5. There shall be no exposed or penetrating fasteners except where shown on approved shop drawings. Fasteners shall be stainless steel screws inserted into predrilled holes.
  6. Panels shall support walking loads without permanent distortion or telegraphing of the structural supports.
- B. Structural Capacity: Structural capacity of metal roofing system shall be determined in accordance with ASTM E 1592. Extrapolation of data outside independent testing is not allowed.
- C. Design Analysis and Uplift Capacity: Roof system manufacturer shall provide a design analysis confirming that the metal roofing system is in accordance with ASTM E 1592 is adequate to resist the design loads according to ASCE 7 and local building code. Analysis shall include calculations verifying the design loads, the uplift pressures and how those loads affect the various areas of the roof. Provide attachment method and roof plan with the perimeter areas of discontinuity clearly shown and distinguished from the typical field roof elements.
- D. Resistance to Water and Air Infiltration
1. Air infiltration of the roof panel system shall be no more than 0.001 CFM/SF at a positive pressure differential of 20 psf when tested in accordance with ASTM E 1680.
  2. No water penetration into the building interior when the roof system is tested in accordance with ASTM E 1646 at a positive pressure differential of 20 psf for at least 15 minutes.
  3. Roof panel system shall be successfully tested in accordance with FM 4471 for Class 1 approval with 1-90 windstorm and 1-SH hailstorm classification.
  4. No wind driven rain penetration or panel movement when exposed to 110 mph wind when tested in accordance with TAS 100.
- E. Thermal Movement: Interface between panel and clip shall provide for unlimited thermal movement. The system shall be capable of withstanding thermal movement based on a temperature differential of 150 degrees.

- F. Deflection: Panel deflection shall not exceed L/120 under total and L/140 under live load.
- G. Structural Performance: The structural performance test methods and requirements shall be in accordance with ASTM E 1592.

#### 1.05 SUBMITTALS

- A. Manufacturer's Catalog Data: Submit for all materials to be provided. Submit data and independent test reports sufficient to indicate conformance to specified requirements for the following:
  - 1. Pre-finish standing seam roofing panels
  - 2. Attachment clips
  - 3. Closures
  - 4. Accessories
  - 5. Insulation and Fabric Liner System
- B. Shop Drawings:
  - 1. Roofing System: Provide shop drawings from roof system manufacturer's engineering department. Show typical and special conditions including flashings, accessory installation, materials and thicknesses, all dimensions, anchoring methods, sealant locations, sealant tape locations, fastener layout, sizes, spacing, provisions for thermal movement, and distinction between factory and field-assembled work.
- C. Load Calculations: Submit roof system manufacturer's load calculations for the project. Load calculations shall be stamped by a structural engineer registered as a Professional Engineer in the State of Colorado verifying that the system supplied meets the design loads indicated.
  - 1. Wind load uplift design pressure at roof locations specified in paragraph entitled "Wind Loads."
  - 2. Clip spacing and allowable load per clip calculations.
  - 3. The fastening of clips to structure or intermediate support spacing.
  - 4. Intermediate support spacing and fastening to structure when required.
  - 5. Allowable panel span at anchorage spacing indicated.



6.. Safety factor used in determining loading.

D. Test Reports: Provide certified test reports from an independent laboratory confirming the roof system complies with design requirements of this Section. Results from roof system of different profile, width, gauge, or material are not allowed.

1. ASTM E 1592 test reports clearly indicating the roof system will meet requirements of engineer stamped uplift pressure calculations in all roof zones.
2. ASTM E 1646 and E 1680
3. TAS 100
4. FM 4471: Hail/Impact Resistance

DI. Qualification of Installer: Submit documentation proving the installer is factory-trained, has the specified experience and is authorized by the manufacturer to install the products specified.

DII. Qualification of Manufacturer: Submit documentation proving the manufacturer has a minimum 25 years experience in successful completion of projects employing similar materials, conditions, and performance requirements. Provide list of five similar completed projects with addresses.

DIII. Manufacturer's Field Inspection: Submit sample of manufacturer's technical representative's inspection reports as required in 3.04 "Manufacturer's Field Inspection."

DIV. Manufacturer's Certification: Provide written statement from the roof system manufacturer stating it has reviewed the Specifications and Drawings and confirms the following:

1. The manufacturer's proposed system meets or exceeds all performance and aesthetic requirements listed, including, but not limited to thermal movement, seam design, and uplift pressure resistance.
2. Specifications and Drawings are in accordance with the manufacturer's requirements for a satisfactory installation and nothing therein voids the Warranty.
3. Roof system manufacturer will comply with inspection requirements as listed in 3.04 "Manufacturer's Field Inspection".

DV. Samples: Provide samples for the following:

1. Roofing Panels: Submit a 12" x 12" section with seam of typical panel in color selected.
2. Accessories: Submit each type of accessory item used in the project including, but not limited to: each type of anchor clip, closures, fasteners, leg clamps, insulation.

## 1.06 QUALITY ASSURANCE

A. Attend Pre-construction conference 7-10 days before the start of roofing

work, including associated work, is preformed, the Contractor shall hold a preconstruction conference to review the following:

1. The drawings and specifications
2. Procedure for on site inspection and acceptance of the roofing substrate and pertinent structural details relating to the roofing system.
3. Contractor's plan for coordination of the work of the various trades involved in providing the roofing system and other components secured to the roofing.
4. Safety requirements: The pre-construction conference shall be attended by the Contractor and personnel directly responsible for the roofing installation, and the roofing manufacturer's technical representative. Conflicts among those attending the pre-construction conference shall be resolved and confirmed in writing before roofing work, including associated work, is begun. Prepare written minutes of the pre-construction conference and submit to the Project Manager.

#### 1.07 DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, and handle preformed panels, bulk roofing products and other manufactured items in a manner to prevent damage or deformation.
- B. Delivery: Provide adequate packaging to protect materials during shipment. Do not uncrate materials until ready for use except for inspection. Immediately upon arrival of materials at jobsite, inspect materials for damage, dampness, and staining. Replace damaged or permanently stained materials that cannot be restored to like-new condition with new material. If materials are wet, remove moisture, restack and protect panels until used.
- C. Handling: Handle material carefully to avoid damage to surfaces, edges and ends.
- D. Storage: Stack materials stored on the site on platforms or pallets and cover with tarpaulins or other suitable weathertight coverings which prevent water trapping or condensation. Store panels so that water which might have accumulated during transit or storage will drain off. Do not store the panels in contact with materials that might cause staining, such as mud, lime, cement, fresh concrete or chemicals. Protect stored panels from wind damage.

#### 1.08 WARRANTY

- A. Furnish manufacturer's non pro-rated No Dollar Limit Waterproof warranty for the materials for the roofing system, and Contractor's warranty for workmanship for the roofing system. The warranty period shall be 30 years from the date of City's acceptance of the work. The warranty shall provide that if within the warranty period the metal roofing system becomes non-watertight or shows evidence of corrosion, perforation, rupture or excess weathering due to deterioration of the roofing system resulting from defective materials or workmanship the repair or replacement of the defective materials and correction of the defective workmanship shall be the responsibility of the roofing system manufacturer. Warranty shall cover all trim, flashings, and penetrations associated with the roof, and failures of the roof system due to wind up to 115 mph. Repairs that become necessary because of defective materials and workmanship while roofing is under warranty shall be performed within 14 days after notification. Failure to perform repairs within the specified period of time will constitute grounds for having the

repairs performed by others and the cost billed to the manufacturer.

- B. Provide Contractor's five-year workmanship guarantee.
- C. The Surety will not be liable for damages 2-years after the project acceptance date.

## PART 2 - PRODUCTS 2.01

### ROOFING PANELS

- A. Hydrostatic standing seam, metal roof system with 16" panel and minimum 2" high, "T" shaped vertical seam.
    - 1. Basis of Design: R-Mer Span by The Garland Company
    - 2. Bemo USA Corporation
    - 3. Overly Mfg. Company
  - B. All products must meet all performance characteristics specified. Being listed as manufacturer does not constitute acceptance.
  - C. Material: Aluminum, 3105-H14 Alloy, smooth as per ASTM B 209, .040 inch thickness. Fascia, flashing, and flat stock material shall be fabricated as indicated on Shop Drawings of same material, thickness, and finish as roof system.
  - D. Finish: Two coat, coil-applied, baked on full strength (70 % resin) fluorocarbon coating system applied by roof system manufacturer's approved coil coating applicator. Color shall be as selected from the manufacturer's standard colors.
- 2.02 INTERMEDIATE SUPPORTS: Fabricate panel subgirts, subpurlins, T-bars, Z-bars and tracks from galvanized steel conforming to ASTM A 653, G 90, Grade A (18 gage and lighter); or steel conforming to ASTM A 36, ASTM A 570, or ASTM A 607 prime painted with zinc-rich primer. Size, shape, thickness and capacity as required to meet the load and deflection criteria specified.
- 2.03 ATTACHMENT CLIPS: 16 gauge stainless steel, alloy 316L. One piece clip allowing unlimited longitudinal thermal movement and 3/8" spacing between panel and substrate to allow ventilation and reduce condensation.
- 2.04 ACCESSORIES: Sheet metal flashings, trim, moldings, closure strips, pre-formed crickets, caps, equipment curbs, and other similar sheet metal accessories used in conjunction with preformed metal panels shall be of the same material as used for the panels. Provide metal accessories with a factory color finish to match the roofing panels, except that such items which will be concealed after installation may be provided without the finish if they are stainless steel. Metal shall be of a thickness not less than that used for the panels. Thermal spacer blocks and other thermal barriers at concealed clip fasteners shall be as recommended by the manufacturer except that wood spacer blocks are not allowed.
- A. Ridge Closures: Closed-cell or solid-cell synthetic rubber, or neoprene pre-molded to match configuration of roof covering. Material for closures shall not absorb water. Closure shall be enclosed in metal channel of same material as panels and mechanically

fastened to roof panels under ridge assembly.

B. Fasteners: As required by roof system manufacturer.

C. Self-Adhering Underlayment: As required by roof system manufacturer.

## 2.05 ROOF INSULATION

A. Roof insulation

1. Unfaced light density fiberglass blanket insulation
2. Flame Spread rating: Less than 25 and Smoke Developed Index: Less than 50 when tested in accordance with ASTM E84, NFPA 255, and UL 723
3. Certified R-Value: R-38

B. Fabric liner facing/ vapor barrier composed of woven high density polyethylene coated on both sides with polyethylene and complies with the following:

1. ASTM C1136, Types I through Type VI
  - a. Type I-IV exception for dimensional stability (value is <2.0%)
2. Perm rating  $\leq 0.02$  when tested in accordance with ASTM E 96 Procedure A
3. Flame Spread index < 25 and Smoke Developed Index < 50 when tested in accordance with ASTM E 84
4. Color
  - a. White

C. Vapor barrier adhesive. Complies with the following:

1. Application Temperature 10°F to 110°F

D. Double sided vapor barrier tape. Complies with the following:

1. Width 0.75"
2. Rubber based and free film

E. Patch tape. Complies with the following:

1. Adhesive added to one side
2. Installation Temperature 10°F to 110°F
3. 3" width

F. Metal Banding/ Straps. Complies with the following:

1. Coated Steel
2. 1.0" wide
3. Structural steel grade 50 per ASTM C 653
4. Exposed color to match vapor barrier

G. Thermal breaks:

1. Thermal spacer blocks. Complies with the following:
  - a. Extruded or expanded polystyrene
  - b. Minimum width 3.0"
  - c. Thickness 0.5" – 1'-0"

H. Light Gauge Steel fasteners:

1. Zinc plated cold forged steel
2. Color: Head color to match vapor barrier
3. Contain rubber sealing washer

2.06 LABORATORY TESTS FOR PANEL FINISH

- A. Previously manufactured panels of the same type and finish as proposed for the project shall have been tested by an approved testing laboratory to ensure conformance to specifications. The term "appearance of base metal" refers to the aluminum base metal. Panels shall meet the following test requirements.

1. Salt Spray Test: Panels shall withstand a salt spray test for a minimum of 1000 hours in accordance with ASTM B 117, including the scribe requirement in the test. Immediately upon removal of the panel from the test, coating shall receive a rating of 10, no blistering, as determined by ASTM D 714; and a rating of 7, 1/16" failure at scribe, as determined by ASTM D 1654, Rating Schedule No. 1.
2. Formability Test: For formability test, when subjected to a 180 degree bend over a 1/8" diameter mandrel in accordance with ASTM D 522, exterior coating film shall show only microchecking of the exterior film and there shall be no loss of adhesion.
3. Accelerated Weathering Test: Panels shall withstand an accelerated weathering test for a minimum of 2000 hours in accordance with ASTM G 154 or ASTM D 4587 without cracking, peeling, blistering, loss of adhesion of the protective coating, or corrosion of the base metal.
4. Chalking Resistance: After the 2000-hour weatherometer test, exterior coating shall not chalk greater than No. 6 rating when measured in accordance with ASTM D 4214 test procedures.

5. Abrasion Resistance Test for Color Coating: When subjected to the falling sand test in accordance with ASTM D 968, coating system shall withstand a minimum of 80 liters of sand per mil of coating thickness before appearance of base metal.
6. Humidity Test: When subjected to a humidity cabinet test in accordance with ASTM D 2247 for 1000 hours, a scored panel shall pass requirements for ASTM D 714.
7. Fire Hazard: The finish on factory-fabricated panels shall have a flame spread rating of not more than 25 when tested in accordance with ASTM E 84.
8. Gloss: The gloss of the finish shall be 30 plus or minus 5 at an angle of 60 degrees, when measured in accordance with ASTM D 523.

### PART 3 - EXECUTION

3.01 EXAMINATION: Examine surfaces to receive standing seam metal roofing and flashing. Provide plumb and true surfaces, clean, even, smooth and as dry as possible. Ensure that surfaces are free from defects and projections which might affect the installation. Report unsuitable conditions to Project Manager.

#### 3.02 INSTALLATION

- A. Install in accordance with approved manufacturer's erection instructions shop drawings, and diagrams, except as specified otherwise herein. Provide panels in full and firm contact with clips. Obtain acceptance of Project Manager prior to installation on prefinished panels cut in the field, and factory applied coverings or coatings that were repaired after being abraded or damaged during handling or installation. Make repairs with material of same color as weather coating. Completely seal openings through panels. Correct defects or errors in materials in an approved manner. Replace materials which cannot be corrected in an approved manner with new materials. Provide molded closure strips where indicated and where necessary for weathertight construction. Use a spacing gage at each row of panels to ensure that panel width is not stretched or shortened. Install self-adhering underlayment according to manufacturer recommendations.
- B. Roof Panels: Apply roofing panels with standing seams parallel to slope of roof. Provide roofing panels in full lengths from ridge to eaves (top to eaves on shed roofs), with no transverse joints except at the junction of skylights and similar openings. Form panel seams in the field with an automatic mechanical seamer approved by the manufacturer. Attach panels to structure with concealed clips which are incorporated into the panel seams. Clip attachment shall allow roof to move freely and independently of the structure, except at fixed points as indicated on Shop Drawings.
- C. Flashings: Provide flashing and related closures and accessories in connection with preformed metal panels [as indicated] and as necessary to provide a watertight installation. Install flashing to ensure positive water drainage away from roof penetrations. Flash and seal roof at ridge, eaves and rakes, at projections through roof, and elsewhere as necessary. Accomplish placement of closure strips, flashing, and sealing material in an approved manner that will ensure complete watertightness. Details of installation which are not indicated shall be in accordance with the NRCA CD, SMACNA ASMM, and panel manufacturer's printed instructions and details of the shop

drawings. Installation shall allow for expansion and contraction of flashing.

- D. **Flashing Fasteners:** Fastener spacings shall be in accordance with the panel manufacturer's recommendations and as necessary to withstand the indicated design loads. Install fasteners as recommended by the manufacturer of the panels. Protect panels from hot metal shavings resulting from drilling or cutting. Remove all shavings immediately to protect the panels from staining. Exercise extreme care in drilling pilot holes for fastenings to keep drills perpendicular and centered. Do not drill through sealant tapes. After drilling, remove metal filings and burrs from holes prior to installing fasteners and washers. Torque used in applying fasteners shall not exceed that recommended by the manufacturer. Remove panels deformed or otherwise damaged by over-torqued fastenings, and provide new panels.
  - E. **Closure, Closure Strips:** Set closure, closure strips in sealant material approved by roof system manufacturer.
  - F. **Roof Insulation:** Install liner system in accordance with manufacturer's installation instructions and approved Shop Drawings. Purlin and girt attachment surfaces should be clean and dry prior to attaching two-faced tape or sealing adhesive. Installed fiberglass insulation should fit snugly against purlin and girt walls in the cavity space. Avoid gaps, voids and any excess compression.
- 3.03 **CLEANING:** Clean exposed sheet metal work at completion of installation. Remove metal shavings, filings, nails, bolts, and wires from roofs on completion to prevent discoloration and harm to the panels and flashing. Remove grease and oil films, excess sealants handling marks, contamination from steel wool, fittings and drilling debris and scrub the work clean. Exposed metal surfaces shall be free of dents, creases, waves, scratch marks, and solder or weld marks.
- 3.04 **MANUFACTURER'S FIELD INSPECTION:** Manufacturer's technical representative shall be on site the three times weekly during the installation process to assure panels, flashings, and other components are being installed in a satisfactory manner. Manufacturer's technical representative shall be a full time employee of the manufacturer, and shall perform a field inspection of the installation at each site visit, at final completion and prior to issuance of warranty. Independent rep's do not qualify. After each site visit, a dated photographic report, signed by the manufacturer's technical representative, shall be submitted to the Project Manager noting the overall progress, quality of work, deficiencies and any other concerns, and recommended corrective actions in detail.
- 3.05 **COMPLETED WORK:** Completed work shall be plumb and true without oil canning, dents, ripples, abrasion, rust, staining, or other damage detrimental to the performance or aesthetics of the completed roof assembly.

#### END OF SECTION

SECTION 07550  
MODIFIED BITUMINOUS MEMBRANE ROOFING

PART 1 GENERAL

1.1 SUMMARY

- A. This section specifies standing seam roofing work referenced in Section 01010.

1.2 REFERENCES

- A. ASTM D 41 - Standard Specification for Asphalt Primer Used in Roofing, Dampproofing, and Waterproofing.
- B. ASTM D 312 - Standard Specification for Asphalt used in Roofing.
- C. ASTM D 451 - Standard Test Method for Sieve Analysis of Granular Mineral Surfacing for Asphalt Roofing Products.
- D. ASTM D 1079 Standard Terminology Relating to Roofing, Waterproofing and Bituminous Materials.
- E. ASTM D 5147 Standard Test Method for Sampling and Testing Modified Bituminous Sheet Materials.
- F. ASTM D 6162 Standard Specification for Styrene Butadiene Styrene (SBS) Modified Bituminous Sheet Materials Using a Combination of Polyester and Glass Fiber Reinforcements.
- G. ASTM D 6163 Standard Specification for Styrene Butadiene Styrene (SBS) Modified Bituminous Sheet Materials Using Glass Fiber Reinforcements.
- H. ASTM D 6164 - Standard Specification for Styrene Butadiene Styrene (SBS) Modified Bituminous Sheet Materials Using Polyester Reinforcements.
- I. ASTM E 108 - Standard Test Methods for Fire Test of Roof Coverings
- J. Factory Mutual Research (FM): Roof Assembly Classifications.
- K. National Roofing Contractors Association (NRCA): Roofing and Waterproofing Manual.
- L. Sheet Metal and Air Conditioning Contractors National Association, Inc. (SMACNA) - Architectural Sheet Metal Manual.
- M. Underwriters Laboratories, Inc. (UL): Fire Hazard Classifications.
- N. Warnock Hersey (WH): Fire Hazard Classifications.
- O. ANSI-SPRI ES-1 Wind Design Standard for Edge Systems used with Low Slope Roofing Systems.
- P. ASCE 7, Minimum Design Loads for Buildings and Other Structures
- Q. UL - Fire Resistance Directory.
- R. FM Approvals - Roof Coverings and/or RoofNav assembly database.



### 1.3 DESIGN / PERFORMANCE REQUIREMENTS

- A. Perform work in accordance with all federal, state and local codes.
- B. Exterior Fire Test Exposure: Roof system shall achieve a UL, FM or WH Class rating for roof slopes indicated on the Drawings as follows:
  - 1. Factory Mutual Class A Rating.
  - 2. Underwriters Laboratory Class A Rating.
  - 3. Warnock Hersey Class A Rating.
- C. Design Requirements:
  - 1. Uniform Wind Uplift Load Capacity
    - a. Installed roof system shall withstand negative (uplift) design wind loading pressures complying with the following criteria.
      - 1) Design Code: ASCE 7, Method 2 for Components and Cladding.
      - 2) Importance Category:
        - a) IV
      - 3) Importance Factor of:
        - a) 1.0
      - 4) Wind Speed: 115 mph
      - 5) Exposure Category:
        - a) C
      - 6) Design Roof Height: 30 feet.
      - 7) Minimum Building Width: 180 feet.
      - 8) Roof Pitch: .5 :12.
      - 9) Roof Area Design Uplift Pressure:
        - a) Zone 1 - Field of roof 38.8 psf
        - b) Zone 2 - Eaves, ridges, hips and rakes 49.2 psf
        - c) Zone 3 - Corners 64.7 psf
- D. Energy Star: Roof System shall comply with the initial and aged reflectivity required by the U.S. Federal Government's Energy Star program.
- E. LEED: Roof system shall meet the reflectivity and emissivity criteria to qualify for one point under the LEED credit category, Credit 7.2, Landscape & Exterior Design to Reduce Heat Island - Roof.
- F. Roof System membranes containing recycled or bio-based materials shall be third party certified through UL Environment.
- G. Roof system shall have been tested in compliance with the following codes and test requirements:
  - 1. International Code Council Evaluation Service (ICC-ES):
  - 2. Warnock Hersey
    - a. ITS Directory of Listed Products
  - 3. FM Approvals:
    - a. RoofNav Website

### 1.4 SUBMITTALS

- A. Submit under provisions of Section 01300.
- B. Product Data: Manufacturer's data sheets on each product to be used, including:
  - 1. Preparation instructions and recommendations.
  - 2. Storage and handling requirements and recommendations.
  - 3. Installation instructions.

- C. Shop Drawings: Submit shop drawings including installation details of roofing, flashing, fastening, insulation and vapor barrier, including notation of roof slopes and fastening patterns of insulation and base modified bitumen membrane, prior to job start.
- D. Design Pressure Calculations: Submit design pressure calculations for the roof area in accordance with ASCE 7 and local Building Code requirements. Include a roof system attachment analysis report, certifying the system's compliance with applicable wind load requirements before Work begins.
- E. Verification Samples: For each modified bituminous membrane ply product specified, two samples, minimum size 6" (150 mm) square, representing actual product, color, and patterns.
- F. Manufacturer's Certificates: Provide to certify products meet or exceed specified requirements.
- G. Test Reports: Submit test reports, prepared by an independent testing agency, for all modified bituminous sheet roofing, indicating compliance with ASTM D5147. Testing must be performed at 77 deg. F. Tests at 0 deg. F will not be considered.
- H. Closeout Submittals: Provide manufacturer's maintenance instructions that include recommendations for periodic inspection and maintenance of all completed roofing work. Provide product warranty executed by the manufacturer. Assist City Project Manager in preparation and submittal of roof installation acceptance certification as may be necessary in connection with fire and extended coverage insurance on roofing and associated work.

#### 1.5 QUALITY ASSURANCE

- A. Perform Work in accordance with NRCA Roofing and Waterproofing Manual.
- B. Manufacturer Qualifications: Company specializing in manufacturing products specified with documented ISO 9001 certification and minimum of 25 years of documented experience and must not have been in Chapter 11 bankruptcy during the last five years.
- C. Installer Qualifications: Company specializing in performing Work of this section with minimum five years documented experience and a certified installer of the manufacturer.
- D. Installer's Field Supervision: Maintain a full-time Supervisor/Foreman on job site during all phases of roofing work while roofing work is in progress.
- E. Product Certification: Provide manufacturer's certification that materials are manufactured in the United States and conform to requirements specified herein, are chemically and physically compatible with each other, and are suitable for inclusion within the total roof system specified herein.
- F. Source Limitations: Obtain all components of roof system from a single manufacturer. Secondary products that are required shall be recommended and approved in writing by the roofing system Manufacturer. Upon request of the Project Manager, submit Manufacturer's written approval of secondary components in list form, signed by an authorized agent of the Manufacturer.

#### 1.6 PRE-INSTALLATION MEETINGS

- A. Convene minimum two weeks prior to commencing Work of this section.
- B. Review installation procedures and coordination required with related Work.
- C. Inspect and make notes of job conditions prior to installation:

1. Record minutes of the conference and provide copies to all parties present.
2. Identify all outstanding issues in writing designating the responsible party for follow-up action and the timetable for completion.
3. Installation of roofing system shall not begin until all outstanding issues are resolved to the satisfaction of the Project Manager.

#### 1.7 DELIVERY, STORAGE, AND HANDLING

- A. Deliver and store products in manufacturer's unopened packaging with labels intact until ready for installation.
- B. Store all roofing materials in a dry place, on pallets or raised platforms, out of direct exposure to the elements until time of application. Store materials at least 4" above ground level and covered with "breathable" tarpaulins.
- C. Stored in accordance with the instructions of the manufacturer prior to their application or installation. Store roll goods on end on a clean flat surface except store KEE-Stone FB 60 rolls flat on a clean flat surface. No wet or damaged materials will be used in the application.
- D. Store at room temperature wherever possible, until immediately prior to installing the roll. During winter, store materials in a heated location with a 50 degree F (10 degree C) minimum temperature, removed only as needed for immediate use. Keep materials away from open flame or welding sparks.
- E. Avoid stockpiling of materials on roofs without first obtaining acceptance from the Project Manager.
- F. Adhesive storage shall be between the range of above 50 degree F (10 degree C) and below 80 degree F (27 degree C). Area of storage shall be constructed for flammable storage.

#### 1.8 COORDINATION

- A. Coordinate Work with installing associated metal flashings as work of this section proceeds.

#### 1.9 PROJECT CONDITIONS

- A. Maintain environmental conditions (temperature, humidity, and ventilation) within limits recommended by manufacturer for optimum results. Do not install products under environmental conditions outside manufacturer's absolute limits.

#### 1.10 WARRANTY

- A. Upon completion of the work, provide the Manufacturer's written and signed NDL Edge-to-Edge Warranty, warranting all low-slope roofing and perimeter metal, if a leak develops in the roof during the term of this warranty, due either to defective material or defective workmanship by the installing contractor, the manufacturer shall provide the Project Manager, at the Manufacturer's expense, with the labor and material necessary to return the defective area to a watertight condition.
  1. Warranty Period:
    - a. 30 years from date of acceptance

## PART 2 PRODUCTS

### 2.1 Low Slope Roof System

- A. 2-Ply Torch-Applied Dual-Reinforced Modified Bitumen Roof System w/ Flood & Gravel
  - 1. Basis of Design: The Garland Company.  
Local Representative – Garret B. Hall @ 719-428-5588
  - 2. Ecology Roof Systems
  - 3. MB Technology Roofing Systems
- B. The Products specified are intended and the Standard of Quality for the products required for this project. All products must meet all performance characteristics specified. Being listed as manufacturer does not constitute acceptance. If other products are proposed the bidder must disclose in the bid the manufacturer and the products that they intend to use on the Project. If no manufacturer and products are listed, the bid may be accepted only with the use of products specified.
  - 1. Bidder will not be allowed to change materials after the bid opening date.
  - 2. If alternate products are included in the bid, the products must be equal to or exceed the products specified. Supporting technical data shall be submitted to the Project Manager for approval prior to acceptance.
  - 3. In making a request for substitution, the Bidder/Roofing Contractor represents that it has:
    - a. Personally investigated the proposed product or method, and determined that it is equal or superior in all respects to that specified.
    - b. Will provide the same guarantee for substitution as for the product and method specified.
    - c. Will coordinate installation of accepted substitution in work, making such changes as may be required for work to be completed in all respects.
    - d. Will waive all claims for additional cost related to substitution, which consequently become apparent.
    - e. Cost data is complete and includes all related cost under his/her contract or other contracts, which may be affected by the substitution.
    - f. Will reimburse the City or all redesign cost by the Project Manager for accommodation of the substitution.

### 2.2 TORCH APPLIED 2-PLY ASPHALT ROOFING

- A. Base (Ply) Sheet:
  - 1. HPR Torch Base:
- B. Modified Cap (Ply) Sheet: One ply bonded to the prepared substrate with interplay adhesive.
  - 1. StressPly IV Plus:
- C. Flashing Base Ply:
  - 1. HPR Torch Base:
- D. Flashing Cap (Ply) Sheet
  - 1. StressPly IV Plus Mineral:
- E. Flashing Ply Adhesive:
  - 1. Flashing Bond:
- F. Surfacing:
  - 1. Aggregate/Flood Coat
    - a. Weatherscreen:
  - 2. Surface Coatings
    - a. Silver Shield:

## 2.3 ACCESSORIES:

- A. Roof Insulation: In accordance with Section 07220.
- B. Roof Insulation: Provide G-P Gypsum DensDeck Prime for proper adhesion of the base sheet in accordance with Section 07220.
- C. Urethane Sealant Hybrid - Tuff-Stuff MS: One-part, non-sag sealant as approved and furnished by the membrane manufacturer for moving joints.
  - 1. Tensile Strength, ASTM D 412: 250 psi
  - 2. Elongation, ASTM D 412: 450%
  - 3. Hardness, Shore A ASTM C 920: 35
  - 4. Adhesion-in-Peel, ASTM C 92: 30 pli
- D. Butyl Tape: 100% solids, asbestos free and compressive tape designed to seal as recommended and furnished by the membrane manufacturer.
- E. Glass Fiber Cant - Glass Cant: Continuous triangular cross Section made of inorganic fibrous glass used as a cant strip as recommended and furnished by the membrane manufacturer.

## PART 3 EXECUTION

### 3.1 EXAMINATION

- A. Do not begin installation until substrates have been properly prepared.
- B. Inspect and approve the deck condition, slopes and fastener backing if applicable, parapet walls, expansion joints, roof drains, stack vents, vent outlets, nailers and surfaces and elements.
- C. Verify that work penetrating the roof deck, or which may otherwise affect the roofing, has been properly completed.
- D. If substrate preparation and other conditions are the responsibility of another installer, notify Project Manager of unsatisfactory preparation before proceeding.

### 3.2 PREPARATION

- A. General: Clean surfaces thoroughly prior to installation.
  - 1. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.
  - 2. Fill substrate surface voids that are greater than 1/4 inch wide with an acceptable fill material.
  - 3. Roof surface to receive roofing system shall be smooth, clean, free from loose gravel, dirt and debris, dry and structurally sound.
  - 4. Wherever necessary, all surfaces to receive roofing materials shall be power broom and vacuumed to remove debris and loose matter prior to starting work.
  - 5. Do not apply roofing during inclement weather. Do not apply roofing membrane to damp, frozen, dirty, or dusty surfaces.
  - 6. Fasteners and plates for fastening components mechanically to the substrate shall provide a minimum pull-out capacity of 300 lbs. (136 k) per fastener. Base or ply sheets attached with cap nails require a minimum pullout capacity of 40 lb. per nail.
  - 7. Prime decks where required, in accordance with requirements and recommendations of the manufacturer.
- B. Metal Deck:
  - 1. Fastening of the deck should comply with the anticipated live and dead loads

- ### 3.3 INSTALLATION - GENERAL

- Modified Bituminous Membrane Roofing  
07550 -7

shed water.

### 3.4 INSTALLATION TORCH APPLIED 2-PLY ASPHALT ROOFING

- A. Base Ply: Install torch base sheet to a properly prepared substrate. Shingle in proper direction to shed water on each area of roofing.
  1. Lay out the roll in the course to be followed and unroll 6 feet (1.8 m).
  2. Using a roofing torch, heat the surface of the coiled portion until the burn-off backer melts away. At this point, the material is hot enough to lay into the substrate. Progressively unroll the sheet while heating and press down with your foot to insure a proper bond.
  3. After the major portion of the roll is bonded, re-roll the first 6 feet (1.8 m) and bond it in a similar fashion.
  4. Repeat this operation with subsequent rolls with side laps of 4 inches (101 mm) and end laps of 8 inches (203 mm).
  5. Give each lap a finishing touch by passing the torch along the joint and spreading the melted bitumen evenly with a rounded trowel to insure a smooth, tight seal.
  6. Extend underlayment 2 inches (50 mm) beyond top edges of cants at wall and projection bases.
  7. Install base flashing ply to all perimeter and projections details.
- B. Modified Cap (Ply) Sheet: Over torch base sheet underlayment, lay out the roll in the course to be followed and unroll 6 feet (1.8 m). Stagger seams over the torch base sheet seams.
  1. Using a roofing torch, heat the surface of the coiled portion until the burn-off backer melts away. At this point, the material is hot enough to lay into the substrate. Progressively unroll the sheet while heating and press down with your foot to insure a proper bond.
  2. After the major portion of the roll is bonded, re-roll the first 6 feet (1.8 m) and bond it in a similar fashion.
  3. Repeat this operation with subsequent rolls with side laps of 4 inches (101 mm) and end laps of 8 inches (203 mm).
  4. Give each lap a finishing touch by passing the torch along the joint and spreading the melted bitumen evenly with a rounded trowel to insure a smooth, tight seal.
- C. Fibrous Cant Strips: Provide non-combustible perlite or glass fiber cant strips at all wall/curb detail treatments where angle changes are greater than 45 degrees. Cant may be set in approved cold adhesives, hot asphalt or mechanically attached with approved plates and fasteners.
- D. Wood Blocking, Nailers and Cant Strips: Provide wood blocking, nailers and cant strips as specified in Section 06114.
  1. Provide nailers at all roof perimeters and penetrations for fastening membrane flashings and sheet metal components.
  2. Wood nailers should match the height of any insulation, providing a smooth and even transition between flashing and insulation areas.
  3. Nailer lengths should be spaced with a minimum 1/8 inch gap for expansion and contraction between each length or change of direction.
  4. Nailers and flashings should be fastened in accordance with Factory Mutual "Loss Prevention Data Sheet 1- 49, Perimeter Flashing" and be designed to be capable of resisting a minimum force of 200 lbs/lineal foot in any direction.
- E. Metal Work: Provide metal flashings, counter flashings, parapet coping caps and thru-wall flashings as specified. Install in accordance with the SMACNA "Architectural Sheet Metal Manual" or the NRCA Roofing Waterproofing manual.
- F. Termination Bar: Provide a metal termination bar or approved top edge securement at the terminus of all flashing sheets at walls and curbs. Fasten the bar a minimum of 8 inches (203

mm) o/c to achieve constant compression. Provide suitable, sealant at the top edge if required.

- G. Flashing Base Ply: Seal all curb, wall and parapet flashings with an application of mastic and mesh on a daily basis. Do not permit conditions to exist that will allow moisture to enter behind, around or under the roof or flashing membrane.
  - 1. Prepare all walls, penetrations, expansion joints, and other surfaces to be flashed with asphalt primer at the rate of 100 square feet per gallon. Allow primer to dry tack free.
  - 2. Adhere modified flashing base to the underlying base flashing ply with specified flashing ply adhesive. Nail off at a minimum of 8 inches (203 mm) o.c. from the finished roof at all vertical surfaces.
  - 3. Solidly adhere the entire sheet of flashing membrane to the substrate. Tops of all flashings that are not run up and over curb shall be secured through termination bar 6 inches (152 mm) and sealed at top
  - 4. Seal all vertical laps of flashing membrane with a three-course application of trowel-grade mastic and fiberglass mesh.
  - 5. Coordinate counter flashing, cap flashings, expansion joints, and similar work with modified bitumen roofing work.
  - 6. Coordinate roof accessories, miscellaneous sheet metal accessory items, including piping vents and other devices with the roofing system work. When using mineralized cap sheet all stripping plies of Torch Base shall be installed prior to cap sheet installation.
- H. Flood Coat/Aggregate:
  - 1. Install after cap sheets and modified flashing, tests, repairs and corrective actions have been completed and approved.
  - 2. Apply flood coat material at 5 gallons per square coverage rate.
  - 3. Uniformly embed aggregate in the flood coat of cold adhesive at 400 pounds per square coverage rate.
  - 4. Aggregate must be dry and placed in a manner required to form a compact, embedded overlay. To aid in embedment, lightly roll aggregate.
- I. Flashing Cap Ply: Install flashing cap sheets by the same application method used for the base ply.
  - 1. Seal curb, wall and parapet flashings with an application of mastic and mesh on a daily basis. Do not permit conditions to exist that will allow moisture to enter behind, around or under the roof or flashing membrane.
  - 2. Prepare all walls, penetrations, expansion joints and where shown on the Drawings to be flashed with required primer at the rate of 100 square feet per gallon. Allow primer to dry tack free.
  - 3. Adhere to the underlying base flashing ply with specified flashing ply adhesive unless otherwise specified. Nail off at a minimum of 8 inches (203 mm) o.c. from the finished roof at all vertical surfaces.
  - 4. Coordinate counter flashing, cap flashings, expansion joints and similar work with modified bitumen roofing work as specified.
  - 5. Coordinate roof accessories, miscellaneous sheet metal accessory items with the roofing system work.
  - 6. All stripping shall be installed prior to flashing cap sheet installation.
  - 7. Heat and scrape granules when welding or adhering at cut areas and seams to granular surfaces at all flashings.
  - 8. Secure the top edge of the flashing sheet using a termination bar only when the wall surface above is waterproofed, or nailed 4 inches on center and covered with an acceptable counter flashing.

### 3.5 CLEANING

- A. Clean-up and remove daily from the site all wrappings, empty containers, paper, loose
- City of Pueblo, CO  
 Pueblo City Streets Building Roof Replacement  
 Summer / Fall 2023
- Modified Bituminous Membrane Roofing  
 07550 -9



particles and other debris resulting from these operations.

- B. Remove asphalt markings from finished surfaces.
- C. Repair or replace defaced or disfigured finishes caused by Work of this section.

### 3.6 PROTECTION

- A. Provide traffic ways, erect barriers, fences, guards, rails, enclosures, chutes and the like to protect personnel, roofs and structures, vehicles and utilities.
- B. Protect exposed surfaces of finished walls with tarps to prevent damage.
- C. Plywood for traffic ways required for material movement over existing roofs shall be not less than 5/8 inch (16 mm) thick.
- D. In addition to the plywood listed above, an underlayment of minimum 1/2 inch (13 mm) recover board is required on new roofing.
- E. Special permission shall be obtained from the Manufacturer before any traffic shall be permitted over new roofing.

### 3.7 FIELD QUALITY CONTROL

- A. Inspection: Provide manufacturer's field inspections at minimum 3 times weekly, with photographic report. Provide a final inspection upon completion of the Work.
  - 1. Warranty shall be issued upon manufacturer's acceptance of the installation.
  - 2. Field inspections shall be performed by a Sales Representative employed full-time by the manufacturer and whose primary job description is to assist, inspect and approve membrane installations for the manufacturer. Independent rep's do not qualify.
  - 3. Provide observation reports from the Sales Representative indicating procedures followed, weather conditions and any discrepancies found during inspection.
  - 4. Provide a final report from the Sales Representative, certifying that the roofing system has been satisfactorily installed according to the project specifications, approved details and good general roofing practice.

### 3.8 SCHEDULES

- A. Base (Ply) Sheet:
  - 1. HPR Torch Base: 110 mil SBS (Styrene-Butadiene-Styrene) rubber modified roofing base sheet reinforced with a fiberglass scrim. Designed for torch applications with a burn-off backer that indicates when the material is hot enough to be installed.
    - a. Tensile Strength, ASTM D 5147
      - 1) 2 in/min. @ 73.4 +/- 3.6 deg. F MD 210 lbf/in XD 210 lbf/in
      - 2) 50 mm/min. @ 23 +/- 2 deg. C MD 36.75 kN/m XD 36.75 kN/m
    - b. Tear Strength, ASTM D 5147
      - 1) 2 in/min. @ 73.4 +/- 3.6 deg. F MD 300 lbf XD 300 lbf
      - 2) 50 mm/min. @ 23 +/- 2 deg. C MD 1,334 N XD 1,334 N
    - c. Elongation at Maximum Tensile, ASTM D 5147
      - 1) 2 in/min. @ 73.4 +/- 3.6 deg. F MD 6% XD 6%
      - 2) 50 mm/min. @ 23 +/- 2 deg. C MD 6% XD 6%
    - d. Low Temperature Flexibility, ASTM D5147, Passes -30 deg. F (-34.4 deg. C)
- B. Modified Cap (Ply) Sheet:
  - 1. StressPly IV Plus: 180 mil SBS (Styrene-Butadiene-Styrene) rubber modified roofing membrane reinforced with a fiberglass and polyester composite scrim. This membrane is designed for torch applications and has a burn-off backer that indicates when the material is hot enough to be installed.

- a. Tensile Strength, ASTM D 5147
    - 1) 2 in/min. @ 73.4 +/- 3.6 deg. F MD 310 lbf/in XD 310 lbf/in
    - 2) 50 mm/min. @ 23 +/- 2 deg. C MD 54.25 kN/m XD 54.25 kN/m
  - b. Tear Strength, ASTM D 5147
    - 1) 2 in/min. @ 73.4 +/- 3.6 deg. F MD 510 lbf XD 510 lbf
    - 2) 50 mm/min. @ 23 +/- 2 deg. C MD 2269 N XD 2269 N
  - c. Elongation at Maximum Tensile, ASTM D 5147
    - 1) 2 in/min. @ 73.4 +/- 3.6 deg. F MD 9% XD 8%
    - 2) 50 mm/min. @ 23 +/- 2 deg. C MD 9% XD 8%
  - d. Low Temperature Flexibility, ASTM D 5147, Passes -40 deg. F (-40 deg. C)
- C. Flashing Base Ply:
- 1. HPR Torchbase: SBS modified, torch applied sheet material. ASTM D 6163, Type II.
    - a. Tensile Strength, ASTM D 5147
      - 1) 2 in/min. @ 73.4 +/- 3.6 deg. F MD 210 lbf/in XD 210 lbf/in
      - 2) 50 mm/min. @ 23 +/- 2 deg. C MD 210 lbf/in XD 210 lbf/in
    - b. Tear Strength, ASTM D 5147
      - 1) 2 in/min. @ 73.4 +/- 3.6 deg. F MD 300 lbf XD 300 lbf
      - 2) 50 mm/min. @ 23 +/- 2 deg. C MD 1334 N XD 1334 N
    - c. Elongation at Maximum Tensile, ASTM D 5147
      - 1) 2 in/min. @ 73.4 +/- 3.6 deg. F MD 6 % XD 6 %
      - 2) 50 mm/min @ 23 +/- 2 deg. C MD 6 % XD 6 %
    - d. Low Temperature Flexibility, ASTM D 5147:
      - 1) Passes -30 deg. F (-34 deg. C). Meets or Exceeds ASTM D 4601 Type II Performance Criteria.
- D. Flashing Ply Adhesive:
- 1. Flashing Bond: Asphalt roofing mastic V.O.C. compliant, ASTM D 4586, Type II trowel grade flashing adhesive.
    - a. Non-Volatile Content ASTM D 4479 70 min.
    - b. Density ASTM D 1475 8.3 lbs./gal. (1kg/l)
    - c. Flash Point ASTM D 93 103 deg. F (39 deg. C)
- E. Surfacing:
- 1. Flood Coat/Aggregate:
    - a. Weatherscreen: Asphalt protective roof coating, Weatherscreen; heavy-bodied, fiber reinforced, cold process roof coating having the following characteristics:
      - 1) Weight/Gallon 9.1 lbs./gal. (1.1 g/cm<sup>3</sup>)
      - 2) Non-Volatile % (ASTM D 4479) Typical 75
      - 3) Viscosity Brookfield RVT;
      - 4) Spindle #5; 10RPM @ 71 deg. F 20,000-25,000 cPs
      - 5) Roofing Aggregate: ASTM D 1863
        - a) Pea gravel.
  - 2. Flashing Cap (Ply) Sheet:
    - a. StressPly IV Plus Mineral: 195 mil SBS (Styrene-Butadiene- Styrene) mineral surfaced rubber modified roofing membrane with a dual fiberglass scrim. This membrane is designed for torch applications and has a burn-off backer that indicates when the material is hot enough to be installed. Surfaced with a highly reflective Sunburst mineral.
      - 1) Tensile Strength, ASTM D 5147
        - a) 2 in/min. @ 73.4 +/- 3.6 deg. F MD 225 lbf/in CMD 225 lbf/in
        - b) 50 mm/min. @ 23 +/- 3 deg. C MD 39.0 kN/m CMD 39.0 kN/m
      - 2) Tear Strength, ASTM D 5147
        - a) 2 in/min. @ 73.4 +/- 3.6 deg. F MD 300 lbf CMD 300 lbf
        - b) 50 mm/min. @ 23 +/- 3 deg. C MD 1335 N CMD 1335 N

- 3) Elongation at Maximum Tensile, ASTM D 5147
    - a) 2 in/min. @ 73.4 +/- 3.6 deg. F MD 9% CMD 8%
    - b) 50 mm/min. @ 23 +/- 3 deg. C MD 9% CMD 8%
  - 4) Low Temperature Flexibility, ASTM D 5147: Passes -20 deg. F (-29 deg. C)
  - 5) Reflectivity (DNS Method) 73%
3. Surface Coatings:
- a. Surfacing:
    - 1) Silver-Shield: ASTM D 2824 aluminum coating fibered aluminum roof coating fibered aluminum roof coating having the following characteristics:
      - a) Flash Point 100 deg. F (38 deg. C) min.
      - b) Weight/Gallon 8.2 lbs./gal. (1.0 g/cm<sup>3</sup>)
      - c) Viscosity (75 deg. F) 100 - 125 K.U

END OF SECTION

## SECTION 072200 ROOF DECK AND INSULATION

### PART 1 – GENERAL

#### 1.1 SUMMARY

- A. This section specifies Tapered Polyisocyanurate and Roof Board Insulation work referenced in Section 01010.

#### 1.2 REFERENCES

- A. American Society for Testing and materials (ASTM):
1. ASTM A167 Standard Specification for Stainless and Heat-Resisting Chromium Nickel Steel Plate, Sheet and Strip.
  2. ASTM A653 Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvanized) by the Hot-Dip Process.
  3. ASTM B29 Standard Specification for Refined Lead.
  4. ASTM B32 Standard Specification for Solder Metal.
  5. ASTM C165 Standard Test Method for Measuring Compressive Properties of Thermal Insulation.
  6. ASTM C208 Standard Specification for Cellulosic Fiber Insulation Board.
  7. ASTM C209 Standard Test Method for Cellulosic Fiber Insulating Board.
  8. ASTM C272 Standard Test Method for Water Absorption of Core Materials for Structural Sandwich Constructions.
  9. ASTM C1396 Standard Specification for Gypsum Wallboard.
  10. ASTM C518 Standard Test Method for Steady-State Heat Flux Measurements and Thermal Transmission Properties by Means of the Heat Flow Meter Apparatus.
  11. ASTM C578 Standard Specification for Perlite Thermal Insulation Board.
  12. ASTM C728 Standard Test Methods for Fire Test of Roof Coverings.
  13. ASTM C1289 Standard Specification for Faced Rigid Polyisocyanurate Thermal Insulation.
  14. ASTM D5 Standard Test Method for Penetration of Bituminous Materials.
  15. ASTM D36 Standard Test Method for Softening Point of Bitumen (Ring and Ball Apparatus).
  16. ASTM D312 Standard Specification for Asphalt Used in Roofing.
  17. ASTM D412 Standard Test Methods for Vulcanized Rubber and Thermoplastic Rubbers and Thermoplastic Elastomers-Tension.
  18. ASTM D1621 Standard Test Method for Compressive Properties of Rigid Cellular Plastics.
  19. ASTM D1622 Standard Test Method for Apparent Density of Rigid Cellular Plastics.
  20. ASTM D1863 Standard Specification for Mineral Aggregate Used on Built-Up Roofs.
  21. ASTM D2126 Standard Test Method for Response off Rigid Cellular Plastics to Thermal Humid Aging.
  22. ASTM D2178 Standard Specification for Asphalt Glass Felts used in Roofing and Waterproofing.
  23. ASTM D4601 Standard Specification for Asphalt-Coated Glass Fiber Base Sheet Used in Roofing.
  24. ASTM D5147 Standard Sampling and Testing Modified Bituminous Sheet Material.

- B. Factory Mutual Research (FM):
  - 1. Roof Assembly Classifications.
- C. National Roofing Contractors Association (NRCA):
  - 1. Roofing and Waterproofing Manual.
- D. Underwriters Laboratories, Inc. (UL):
  - 1. Fire Hazard Classifications.
- E. Warnock Hersey (WH):
  - 1. Fire Hazard Classifications.
- F. Sheet Metal and Air Conditioning Contractors National Association (SMACNA)
- G. Insulation Board, Polyisocyanurate (FS HH-I-1972)
- H. Insulation Board, Thermal (Fiberboard) (FS LLL-1-535B)

#### 1.4 SUBMITTALS

- A. Product Data: Provide manufacturer's specification data sheets for each product in accordance with Division 01 Section Submittal Procedures. 01300.
- B. Provide approval letters from insulation manufacturer for use of their insulation within this particular roofing system type.
- C. Provide a sample of each insulation type.
- D. Shop Drawings
  - 1. Submit manufacturer's shop drawings indicating complete installation details of tapered insulation system, including identification of each insulation block, sequence of installation, layout, drain locations, roof slopes, thicknesses, crickets and saddles.
  - 2. Shop drawing shall include: Outline of roof, location of drains, complete board layout of tapered insulation components, thickness and the average "R" value for the completed insulation system.
- E. Certification
  - 1. Submit roof manufacturer's certification that insulation fasteners furnished are acceptable to roof manufacturer.
  - 2. Submit roof manufacturer's certification that insulation furnished is acceptable to roofing manufacturer as a component of roofing system and is eligible for roof manufacturer's system warranty.

#### 1.5 QUALITY ASSURANCE

- A. Fire Classification, ASTM E-108.
- B. Manufacturer's Certificate: Certify that roof system furnished is approved by Factory Mutual, Underwriters Laboratories, Warnock Hersey or approved third party testing facility in accordance with ASTM E108, Class A for external fire and meets 2021 IBC.
- C. Manufacturer's Certificate: Certify that the roof system is adhered properly to meet or exceed the requirements of FM [1-90].

- D. Pre-construction meeting: Refer to Division 07 roofing specifications for pre-construction meeting requirements.

## 1.6 DELIVERY, STORAGE AND HANDLING

- A. Deliver products to site with seals and labels intact, in manufacturer's original containers, dry and undamaged.
- B. Store all insulation materials in a manner to protect them from the wind, sun and moisture damage prior to and during installation. Any insulation that has been exposed to any moisture shall be removed from the project site.
- C. Keep materials enclosed in a watertight, ventilated enclosure (i.e. tarpaulins).
- D. Store materials off the ground. Any warped, broken or wet insulation boards shall be removed from the site.

## PART 2 – PRODUCTS

### 2.1 PRODUCTS, GENERAL

- A. Refer to Division 01 Section "Common Product Requirements."
- B. Basis of Design: Materials, manufacturer's product designations, and/or manufacturer's names specified herein shall be regarded as the minimum standard of quality required for work of this Section. Comply with all manufacturer and contractor/fabricator quality and performance criteria specified in Part 1.
- C. Substitutions: Products proposed as equal to the products specified in this Section shall be submitted in accordance with Bidding Requirements and Division 01 provisions.
  - 1. Proposals shall be accompanied by a copy of the manufacturer's standard specification section. That specification section shall be signed and sealed by a professional engineer licensed in the state in which the installation is to take place. Substitution requests containing specifications without licensed engineer certification shall be rejected for non-conformance.
  - 2. Include a list of three (3) projects of similar type and extent, located within a one hundred mile radius from the location of the project. In addition, the three projects must be at least five (5) years old and be available for inspection by the Project Manager.
  - 3. Equivalency of performance criteria, warranty terms, submittal procedures, and contractual terms will constitute the basis of acceptance.
  - 4. The Project Manager's decision regarding substitutions will be considered final. Unauthorized substitutions will be rejected.

### 2.2 INSULATION MATERIALS

- 1. Tapered Polyisocyanurate Roof Insulation; ASTM C1289:
  - a. Qualities: Factory Tapered, closed cell polyisocyanurate foam core bonded to heavy duty glass fiber mat facers.
  - b. Thickness: Minimum 2"
  - c. Average R-Value: Minimum R30
  - d. Tapered Slope: .5/12
  - e. Compliances: UL, WH or FM listed under Roofing Systems Federal Specification HH-I-1972, Class 1

- f. Acceptable Products:
  - 1) ENRGY 3; Johns Manville
  - 2) EnergyGuard; GAF
  - 3) Approved Equivalent
- 2. Dens-Deck Prime Roof Board
  - a. Qualities: Nonstructural glass mat faced, noncombustible, water-resistant treated gypsum core panel.
  - b. Board Size: Four feet by four feet (4'x4').
  - c. Thickness: Five eighths (5/8) inch.
  - d. R-Value: .67
  - e. Compliances: UL, WH or FM listed under Roofing Systems.

## 2.3 RELATED MATERIALS

- A. Fiber Cant and Tapered Edge Strips: Performed rigid insulation units of sizes/shapes indicated, matching insulation board or of perlite or organic fiberboard, as per the approved manufacturer.
  - 1. Acceptable Manufacturers:
    - a. The Garland Company, Inc.
    - b. Celotex
    - c. Johns Manville
    - d. GAF
    - e. Approved Equivalent
- B. Protection Board: Pre-molded semi-rigid asphalt composition board one half (1/2) inch.
- C. Roof Board Joint Tape: Six (6) inches wide glass fiber mat with adhesive compatible with insulation board facers.
- D. Asphalt: ASTM D312, Type III Steep Asphalt.
- E. Roof Deck Insulation Adhesive: Insul-Lock HR - Dual-component, high rise foam adhesive as recommended by insulation manufacturer and approved by FM indicated ratings.
  - 1. Tensile Strength (ASTM D412).....250 psi
  - 2. Density (ASTM D1875).....8.5 lbs./gal.
  - 3. Viscosity (ASTM D2556).....22,000 to 60,000 cP.
  - 4. 2 `Peel Strength (ASTM D903).....17 lb/in.
  - 5. 3 `Flexibility (ASTM D816).....Pass @ -70°F
- F. Fasteners: Corrosion resistant screw fastener as recommended by roof membrane manufacturer.
  - 1. Factory Mutual Tested and Approved with three (3) inches coated disc for I-90 rating, length required to penetrate metal deck one inch.

## PART 3 – EXECUTION

### 3.1 EXECUTION, GENERAL

- A. Comply with requirements of Division 01 Section "Common Execution Requirements."

### 3.2 INSPECTION OF SURFACES

- A. Roofing contractor shall be responsible for preparing an adequate substrate to receive insulation.
  - 1. Verify that work which penetrates roof deck has been completed.
  - 2. Verify that wood nailers are properly and securely installed.
  - 3. Examine surfaces for defects, rough spots, ridges, depressions, foreign material, moisture, and unevenness.
  - 4. Do not proceed until defects are corrected.
  - 5. Do not apply insulation until substrate is sufficiently dry.
  - 6. Broom clean substrate immediately prior to application.
  - 7. Use additional insulation to fill depressions and low spots that would otherwise cause ponding water.
  - 8. Verify that temporary roof has been completed.

### 3.3 INSTALLATION

- A. Attachment with Mechanical Fasteners
  - 1. Approved insulation board shall be fully attached to the deck with an approved mechanical fastening system. As a minimum, the amount of fasteners shall be in accordance with manufacturer's recommendation for FM I-90 system. Otherwise, a minimum of one fastener per two square feet shall be installed.
  - 2. Filler pieces of insulation require at least two fasteners per piece if size of insulation is less than four square feet.
  - 3. Spacing pattern of fasteners shall be as per manufacturer's recommendations to meet the FM requirements. Placement of any fastener from edge of insulation board shall be a minimum of three inches, and a maximum of six (6) inches.
  - 4. Minimum penetration into deck shall be as recommended by the fastener manufacturer. There is a one (1) inch minimum for metal, wood and structural concrete decks where not specified by the manufacturer. For gypsum and cement-wood fiber decks, penetration shall be determined from pull-out test results with a minimum penetration of one and one-half (1 ½) inches.
  - 5. Gypsum and cementitious wood fiber decks: Where the roof deck is visible from the building interior, the contractor shall ensure no penetration of fasteners through underside of the deck. Any holes or spalling caused by fastener installation shall be repaired by the roofing contractor. Where the new roof system thickness exceeds an amount so that a minimum of 1 ½ of penetration cannot be achieved with an Olympic TB Fastener, or approved equivalent, then (and only then) toggle bolts may be used to secure installation to the deck.
  - 6. Tape joints of insulation as per manufacturer's requirements.
- B. Attachment with Insulation Adhesive Approved by Roof System Manufacturer.
  - 1. Ensure all surfaces are clean, dry, free of dirt, debris, oils, loose ore embedded gravel, unadhered coatings, deteriorated membrane and other contaminants that may inhibit adhesion.
  - 2. Apply insulation adhesive directly to the substrate using a ribbon pattern with one quarter to one half (1/4-1/2) inch wide beads 12 inches o.c., using either the manual applicator or an automatic applicator, at a rate of one (1) gallon per one hundred (150) square feet per cartridge.
  - 3. Immediately place insulation boards into wet adhesive. Do not slide boards into place. Do not allow the adhesive to skin over before installing insulation boards.
  - 4. Briefly step each board into place to ensure contact with the adhesive. Substrates with irregular surfaces may prevent the insulation board from



making positive contact with the adhesive. Relief cuts or temporary weights may be required to ensure proper contact.

5. All boards shall be cut and fitted where the roof deck intersects a vertical surface. The boards shall be cut to fit a minimum of one quarter (1/4) inch away from the vertical surface.
6. Tape joints of insulation as per manufacturer's requirements.

#### 3.4 CLEANING

- A. Remove debris and cartons from roof deck. Leave insulation clean and dry, ready to receive roofing membrane.

#### 3.5 CONSTRUCTION WASTE MANAGEMENT

- A. Remove and properly dispose of waste products generated during installation. Comply with requirements of authorities having jurisdiction.

END OF SECTION

**ADDITIONAL INFORMATION**

Affirmative Action Plan

Insurance Certificate(s)

Certificate of Good Standing

Regional Building License Information



PASHCO Roofing Inc. dba  
Colorado Front Range Roofing  
4289 N Elizabeth St  
Pueblo, CO 81008  
719.542.2330  
coloradofrroofing@gmail.com

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Affirmative Action Plan

PASHCO Roofing Inc. dba Colorado Front Range Roofing does not discriminate against any employee or applicant or employment because of race, religion, sex, national origin, creed or age.

PASHCO Roofing Inc. dba Colorado Front Range Roofing will take affirmative action to ensure applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, national origin, creed or age. Such action shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment of 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 non-discrimination clause.

Sincerely,

Signature

Gracie Nile

Printed Name

Office Manager

Title

11/30/2023

Date

**COLORADO FRONT RANGE ROOFING**  
4289 N Elizabeth St- Pueblo, CO 81008  
Phone (719)542-2330



# 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).

|                                                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                          |
|--------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>PRODUCER</b><br>Alliance Insurance Group, LLC<br>2 N. Parkway Circle<br><br>Colorado City Co 81019              | <b>CONTACT NAME:</b> Holly Jordan<br><b>PHONE (A/C, No, Ext):</b> 719-676-2482 <b>FAX (A/C, No):</b><br><b>E-MAIL ADDRESS:</b> holly.j@agriskso.com<br><b>INSURER(S) AFFORDING COVERAGE</b><br><b>INSURER A:</b> United Specialty Insurance <b>NAIC #</b> 12537<br><b>INSURER B:</b> Pinnacol Assurance <b>41190</b><br><b>INSURER C:</b><br><b>INSURER D:</b><br><b>INSURER E:</b><br><b>INSURER F:</b> |
| <b>INSURED</b><br>Pashco Roofing Inc., dba<br>Colorado Front Range Roofing<br>4289 N. Elizabeth<br>Pueblo Co 81008 |                                                                                                                                                                                                                                                                                                                                                                                                          |

**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        | <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC<br>OTHER: | Y                                            | Y        | ATN2386656    | 07/15/2023              | 07/15/2024              | EACH OCCURRENCE \$ 1,000,000           |                                                                      |
|          | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000                                                                                                                                                                                                                                                                  |                                              |          |               |                         |                         |                                        |                                                                      |
|          | MED EXP (Any one person) \$ 5,000                                                                                                                                                                                                                                                                                     |                                              |          |               |                         |                         |                                        |                                                                      |
|          | PERSONAL & ADV INJURY \$ 1,000,000                                                                                                                                                                                                                                                                                    |                                              |          |               |                         |                         |                                        |                                                                      |
|          |                                                                                                                                                                                                                                                                                                                       |                                              |          |               |                         |                         | GENERAL AGGREGATE \$ 2,000,000         |                                                                      |
|          |                                                                                                                                                                                                                                                                                                                       |                                              |          |               |                         |                         | PRODUCTS - COMP/OP AGG \$ 2,000,000    |                                                                      |
|          |                                                                                                                                                                                                                                                                                                                       |                                              |          |               |                         |                         | \$                                     |                                                                      |
|          | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY                                                                     |                                              |          |               |                         |                         | COMBINED SINGLE LIMIT (Ea accident) \$ |                                                                      |
|          |                                                                                                                                                                                                                                                                                                                       |                                              |          |               |                         |                         | BODILY INJURY (Per person) \$          |                                                                      |
|          |                                                                                                                                                                                                                                                                                                                       |                                              |          |               |                         |                         | BODILY INJURY (Per accident) \$        |                                                                      |
|          |                                                                                                                                                                                                                                                                                                                       |                                              |          |               |                         |                         | PROPERTY DAMAGE (Per accident) \$      |                                                                      |
|          |                                                                                                                                                                                                                                                                                                                       |                                              |          |               |                         |                         | \$                                     |                                                                      |
|          | <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR<br><b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE<br>DED <input type="checkbox"/> RETENTION \$                                                                                                                                                           |                                              |          |               |                         |                         | EACH OCCURRENCE \$                     |                                                                      |
|          |                                                                                                                                                                                                                                                                                                                       |                                              |          |               |                         |                         | AGGREGATE \$                           |                                                                      |
|          |                                                                                                                                                                                                                                                                                                                       |                                              |          |               |                         |                         | \$                                     |                                                                      |
| B        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                                         | Y/N<br><input checked="" type="checkbox"/> Y | N/A      | Y             | 4176159                 | 08/01/2023              | 08/01/2024                             | PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> |
|          | 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)

The City of Pueblo, its agents, officers and employees are designated as additional insured.  
 Bid # 23-100R (CI2307, WW2203), Roof Replacement- Street Maintenance Facility Rebid.

**CERTIFICATE HOLDER****CANCELLATION**

|                                                                                          |                                                                                                                                                                                                            |
|------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| City of Pueblo, a Municipal Corporation<br>230 S. Mechanic Street<br><br>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.<br><br><b>AUTHORIZED REPRESENTATIVE</b><br> |
|------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

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7501 E. Lowry Blvd.  
Denver, CO 80230-7006  
303.361.4000 / 800.873.7242  
[Pinnacol.com](http://Pinnacol.com)

NCCI #: WC000313B

Policy #: 4176159

Colorado Front Range Roofing  
4289 N. Elizabeth Street  
Pueblo, CO 81008

Associates Insurance Group  
7395 E. Orchard Rd.  
Greenwood Village, CO 80111  
(303) 793-3388

**ENDORSEMENT: Blanket Waiver of Subrogation**

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 applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

**SCHEDULE**

To any person or organization when agreed to under a written contract or agreement, as defined above and with the insured, which is in effect and executed prior to any loss.

Effective Date: August 1, 2023

Expires on: August 1, 2024

Pinnacol Assurance has issued this endorsement June 27, 2023

**POLICY NUMBER: ATN2386656**

**COMMERCIAL GENERAL LIABILITY  
CG 24 04 05 09**

## **WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### **SCHEDULE**

**Name Of Person Or Organization:**

As Required By Written Contract, Fully Executed Prior To The Named Insured's Work

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/29/2024

**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).**

| <b>PRODUCER</b><br>Associates Insurance Group<br>7395 E. Orchard Rd.<br><br>Greenwood Village CO 80111 | <b>CONTACT NAME:</b> Justin Cowan<br><b>PHONE (A/C, No, Ext):</b> (303) 793-3388 <b>FAX (A/C, No):</b> (303) 793-3386<br><b>E-MAIL ADDRESS:</b> jcowan@getagc.com<br><table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td><b>INSURER A:</b> Owners Insurance Company</td> <td>32700</td> </tr> <tr> <td><b>INSURER B:</b></td> <td></td> </tr> <tr> <td><b>INSURER C:</b></td> <td></td> </tr> <tr> <td><b>INSURER D:</b></td> <td></td> </tr> <tr> <td><b>INSURER E:</b></td> <td></td> </tr> <tr> <td><b>INSURER F:</b></td> <td></td> </tr> </table> | INSURER(S) AFFORDING COVERAGE | NAIC # | <b>INSURER A:</b> Owners Insurance Company | 32700 | <b>INSURER B:</b> |  | <b>INSURER C:</b> |  | <b>INSURER D:</b> |  | <b>INSURER E:</b> |  | <b>INSURER F:</b> |  |
|--------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|--------|--------------------------------------------|-------|-------------------|--|-------------------|--|-------------------|--|-------------------|--|-------------------|--|
| INSURER(S) AFFORDING COVERAGE                                                                          | NAIC #                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                               |        |                                            |       |                   |  |                   |  |                   |  |                   |  |                   |  |
| <b>INSURER A:</b> Owners Insurance Company                                                             | 32700                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                               |        |                                            |       |                   |  |                   |  |                   |  |                   |  |                   |  |
| <b>INSURER B:</b>                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                               |        |                                            |       |                   |  |                   |  |                   |  |                   |  |                   |  |
| <b>INSURER C:</b>                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                               |        |                                            |       |                   |  |                   |  |                   |  |                   |  |                   |  |
| <b>INSURER D:</b>                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                               |        |                                            |       |                   |  |                   |  |                   |  |                   |  |                   |  |
| <b>INSURER E:</b>                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                               |        |                                            |       |                   |  |                   |  |                   |  |                   |  |                   |  |
| <b>INSURER F:</b>                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                               |        |                                            |       |                   |  |                   |  |                   |  |                   |  |                   |  |
| <b>INSURED</b><br><br>Pashco Roofing Inc<br>4289 N Elizabeth St<br><br>PUEBLO CO 81008-2001            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                               |        |                                            |       |                   |  |                   |  |                   |  |                   |  |                   |  |

**COVERAGES****CERTIFICATE NUMBER:** Master**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                                                                                                                                                                                          |
|----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------|---------------|-------------------------|-------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|          | <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER:   |           |          |               |                         |                         | EACH OCCURRENCE \$<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$<br>MED EXP (Any one person) \$<br>PERSONAL & ADV INJURY \$<br>GENERAL AGGREGATE \$<br>PRODUCTS - COMP/OP AGG \$<br>\$        |
| A        | <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY<br>19 | Y         |          | 5243014100    | 07/15/2023              | 07/15/2024              | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>Uninsured motorist BI \$ 1,000,000 |
|          | <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR<br><b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE<br>DED RETENTION \$                                                                                                                                 |           |          |               |                         |                         | EACH OCCURRENCE \$<br>AGGREGATE \$<br>\$                                                                                                                                                        |
|          | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                    |           | N/A      |               |                         |                         | PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/><br>E.L. EACH ACCIDENT \$<br>E.L. DISEASE - EA EMPLOYEE \$<br>E.L. DISEASE - POLICY LIMIT \$                                |
| A        | Inland Marine                                                                                                                                                                                                                                                      |           |          | 74430141      | 05/18/2023              | 05/18/2024              | Limit \$100,000<br>Deductible \$1,000                                                                                                                                                           |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

[Job #: Various Housing Projects Job Type: Bid 23-014]  
 23-100 R Roof Replacement Streets Maintenance Facility Rebid.

The City of Pueblo, its agents, officers and employees are designated as additional insured, including ongoing & completed operations, on a primary & non-contributory basis. Notice of cancellation: Non-payment (10 days) - Other than non-payment (30 days)

**CERTIFICATE HOLDER****CANCELLATION**

|                                                                                      |                                                                                                                                                                                                                      |
|--------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| City of Pueblo a Municipal Corporation<br>230 S. Mechanic St.<br><br>Pueblo CO 81003 | <p><b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b></p> <p><b>AUTHORIZED REPRESENTATIVE</b></p> |
|--------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

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Additional Named Insureds

Other Named Insureds

Colorado Front Range Exteriors Inc

Doing Business As



## ADDITIONAL COVERAGES

|                |                       |                |                          |                        |                      |                 |                     |
|----------------|-----------------------|----------------|--------------------------|------------------------|----------------------|-----------------|---------------------|
| <b>Ref #</b>   | <b>Description</b>    |                |                          |                        | <b>Coverage Code</b> | <b>Form No.</b> | <b>Edition Date</b> |
|                | Medical payments      |                |                          |                        | MEDPM                |                 |                     |
| <b>Limit 1</b> | <b>Limit 2</b>        | <b>Limit 3</b> | <b>Deductible Amount</b> | <b>Deductible Type</b> | <b>Premium</b>       |                 |                     |
| 5,000          |                       |                |                          |                        |                      |                 |                     |
| <b>Ref #</b>   | <b>Description</b>    |                |                          |                        | <b>Coverage Code</b> | <b>Form No.</b> | <b>Edition Date</b> |
|                | ADI                   |                |                          |                        | ADI                  |                 |                     |
| <b>Limit 1</b> | <b>Limit 2</b>        | <b>Limit 3</b> | <b>Deductible Amount</b> | <b>Deductible Type</b> | <b>Premium</b>       |                 |                     |
|                |                       |                |                          |                        | \$50.25              |                 |                     |
| <b>Ref #</b>   | <b>Description</b>    |                |                          |                        | <b>Coverage Code</b> | <b>Form No.</b> | <b>Edition Date</b> |
|                | Combined single limit |                |                          |                        | CSL                  |                 |                     |
| <b>Limit 1</b> | <b>Limit 2</b>        | <b>Limit 3</b> | <b>Deductible Amount</b> | <b>Deductible Type</b> | <b>Premium</b>       |                 |                     |
| 1,000,000      |                       |                | 0                        |                        |                      |                 |                     |
| <b>Ref #</b>   | <b>Description</b>    |                |                          |                        | <b>Coverage Code</b> | <b>Form No.</b> | <b>Edition Date</b> |
|                | Non-owned             |                |                          |                        | NOWND                |                 |                     |
| <b>Limit 1</b> | <b>Limit 2</b>        | <b>Limit 3</b> | <b>Deductible Amount</b> | <b>Deductible Type</b> | <b>Premium</b>       |                 |                     |
|                |                       |                |                          |                        | \$44.41              |                 |                     |
| <b>Ref #</b>   | <b>Description</b>    |                |                          |                        | <b>Coverage Code</b> | <b>Form No.</b> | <b>Edition Date</b> |
|                | WRRPA                 |                |                          |                        | WRRPA                |                 |                     |
| <b>Limit 1</b> | <b>Limit 2</b>        | <b>Limit 3</b> | <b>Deductible Amount</b> | <b>Deductible Type</b> | <b>Premium</b>       |                 |                     |
|                |                       |                |                          |                        | \$50.25              |                 |                     |
| <b>Ref #</b>   | <b>Description</b>    |                |                          |                        | <b>Coverage Code</b> | <b>Form No.</b> | <b>Edition Date</b> |
|                | CAPP                  |                |                          |                        | CAPP                 |                 |                     |
| <b>Limit 1</b> | <b>Limit 2</b>        | <b>Limit 3</b> | <b>Deductible Amount</b> | <b>Deductible Type</b> | <b>Premium</b>       |                 |                     |
|                |                       |                |                          |                        | \$119.58             |                 |                     |
| <b>Ref #</b>   | <b>Description</b>    |                |                          |                        | <b>Coverage Code</b> | <b>Form No.</b> | <b>Edition Date</b> |
|                |                       |                |                          |                        |                      |                 |                     |
| <b>Limit 1</b> | <b>Limit 2</b>        | <b>Limit 3</b> | <b>Deductible Amount</b> | <b>Deductible Type</b> | <b>Premium</b>       |                 |                     |
|                |                       |                |                          |                        |                      |                 |                     |
| <b>Ref #</b>   | <b>Description</b>    |                |                          |                        | <b>Coverage Code</b> | <b>Form No.</b> | <b>Edition Date</b> |
|                |                       |                |                          |                        |                      |                 |                     |
| <b>Limit 1</b> | <b>Limit 2</b>        | <b>Limit 3</b> | <b>Deductible Amount</b> | <b>Deductible Type</b> | <b>Premium</b>       |                 |                     |
|                |                       |                |                          |                        |                      |                 |                     |
| <b>Ref #</b>   | <b>Description</b>    |                |                          |                        | <b>Coverage Code</b> | <b>Form No.</b> | <b>Edition Date</b> |
|                |                       |                |                          |                        |                      |                 |                     |
| <b>Limit 1</b> | <b>Limit 2</b>        | <b>Limit 3</b> | <b>Deductible Amount</b> | <b>Deductible Type</b> | <b>Premium</b>       |                 |                     |
|                |                       |                |                          |                        |                      |                 |                     |

OFADTLCV

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58504 (1-15)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE - BLANKET COVERAGE

This endorsement modifies insurance provided under the following:

### COMMERCIAL AUTO POLICY

**SECTION II - COVERED AUTOS LIABILITY COVERAGE** is amended. The following provision is added. Any person or organization is an **insured** for Covered Autos Liability Coverage, but only to the extent that

person or organization qualifies as an **insured** under **SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. COVERAGE, 1. Who Is An Insured.**

All other policy terms and conditions apply.

58504 (1-15)

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58583 (1-15)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## WAIVER OF OUR RIGHT TO RECOVER PAYMENTS (WAIVER OF SUBROGATION) - BLANKET

This endorsement modifies insurance provided under the following:

### COMMERCIAL AUTO POLICY

**SECTION V CONDITIONS, A. LOSS CONDITIONS** is amended. **5. Our Right to Recover Payments** is deleted and replaced by the following condition.

#### **5. Our Right to Recover Payments**

If **we** make a payment under this policy and the person to or for whom payment is made has a right to recover damages from another, **we** will be entitled to that right. That person shall do everything necessary to transfer that right to **us** and do nothing to prejudice it.

However, **we** waive **our** right to recover payments made for **bodily injury** or **property damage**:

- a.** Covered by the policy; and
- b.** Arising out of the operation of **autos** covered by the policy, in accordance with the terms and conditions of a written contract between **you** and such person or entity

only if such rights have been waived by the written contract prior to the **accident** or **loss** which caused the **bodily injury** or **property damage**.

All other policy terms and conditions apply.

58583 (1-15)

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Page 1 of 1

**From:** [Deborah Rivera](#)  
**To:** [Colorado Front Range Roofing](#)  
**Cc:** [jgriffithcfr@gmail.com](mailto:jgriffithcfr@gmail.com); [Naomi Hedden](#); [Charles Roy](#)  
**Subject:** Builder's Risk Insurance - City of Pueblo Project 23-100R Roof Replacement - Streets Maintenance Facility Rebid  
**Date:** Thursday, January 11, 2024 2:50:00 PM  
**Attachments:** [image001.png](#)  
[image002.png](#)  
[image003.png](#)

---

Good afternoon,

After discussing with Naomi and Chuck, we have determined that the requirement for Builder's Risk Insurance on this project will be waived. Per our earlier conversation, all other insurance detailed in the bid document, including the Inland Marine/Installation Floater Insurance, is required, and as requested, a copy of the insurance requirements is shown below. Please contact me if you have any questions.

#### 5.27. INDEMNITY AND INSURANCE: CONTRACTOR'S INSURANCE

The Contractor shall not commence work under this Contract until Contractor has obtained at their own expense and without cost to the City all insurance required under this paragraph and such insurance has been approved by the City Attorney, nor shall the Contractor allow any subcontractor to commence work on their subcontract until all similar insurance required of the subcontractor has been so obtained and approved. The Contractor shall maintain such insurance until the final acceptance by the City of all construction covered by the Contract.

- A. Commercial General Liability Insurance: The Contractor 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 Contractor with respect to all work performed by them and all their subcontractors under the Contract, to be written on a Commercial General Liability policy form CG 00 01. 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 be endorsed naming the City of Pueblo, its agents, officers, and employees as additional insureds. To the extent that Contractor's work, or work under their direction, may require blasting, explosive conditions, or underground operations, the commercial general liability coverage shall contain no exclusion relative to blasting, explosion, collapse of building, or damage to underground property. The policy shall also provide coverage for contractual liability assumed by Contractor under the provisions of the Contract, and "Completed Operations and Projects Liability" coverage.

- B. **Comprehensive Automobile Liability Insurance:** The Contractor shall procure and maintain during the period of the Contract 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 Contractor 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 Contractor.
- C. **Workers' Compensation Insurance:** The Contractor shall procure and maintain during the period of this Contract and for such additional time as work on this project is being performed, Workers' Compensation Insurance, including Occupational Disease Provisions, fully complying with the provisions of the Workers' Compensation Act, as amended, of the State of Colorado. Such insurance shall be obtained notwithstanding that Contractor may have no employees as defined under said Act or that Contractor might otherwise avail itself of an exemption under the Act from any legal requirement to obtain such coverage. Such insurance shall cover all employees of Contractor performing work on the project irrespective of whether such employees may be shareholders, managers, partners or owners of Contractor or exempt employees under the Act. If any class of employees engaged in hazardous work under this Contract at the site of the project is not protected by the Workers' Compensation Statute, the Contractor shall provide, and similarly shall cause each subcontractor to provide, special insurance for the protection of such employees not otherwise protected. Workers' Compensation policy shall contain an endorsement waiving subrogation against the City.
- D. **Inland Marine/Installation Floater Insurance:** All tools and equipment that the Contractor has at the job site or is owned by the Contractor and/or subcontractors are the responsibility of the Contractor, respectively. Contractor shall obtain an installation floater to cover that portion of the work to be constructed, installed, altered or repaired by contractor. The installation floater policy must include coverage for the fixtures, materials, supplies, machinery and equipment used in or incidental to the construction project as well as property kept off-site or while in transit. Coverage must also include property of others in the contractor's care, custody or control including but not limited to materials paid for by City pursuant to General Provisions Section 5.63 of this contract. The City shall be named as loss payee on the policy with coverage

extending through the final completion date for all materials or supplies purchased for the project. The City of Pueblo assumes no responsibility for protection, maintenance, or repair of any tools or equipment used on this project.

- E. **Builder's Risk Insurance:** When specified in SPECIAL PROVISIONS, the Contractor shall secure and maintain during the period of this Contract, Builder's Risk "All Risk" Completed Value Insurance coverage (including vandalism) upon 100% of the cost of the entire project which is the subject of this Contract and including completed work, work in progress, and materials delivered to the site for incorporation therein. Such insurance shall include as additional named insureds, the City, its officers, agents and employees, and any other person with an insurable interest designated by the City as an Additional Named Insured. Such insurance may have a \$2,500 maximum deductible clause, which deductible amount shall be the responsibility of the Contractor. In the event the project site is located within the floodway or floodplain, or located within 500 feet of any lake, stream, river or other natural watercourse, the policy shall contain a flood endorsement.
- F. **Any Subcontractor Performing Work for the Contractor:** Any subcontractor performing work for the Contractor under the Contract shall provide certificates of insurance protection to the Contractor and to the City of Pueblo, Colorado, of the same type and in the same amounts as required by the Contractor.
- G. **The Insurance Coverage:** The insurance coverage enumerated in the above subparagraphs constitutes the minimum requirements and said enumeration shall in no way lessen or limit the liability of the Contractor under the terms of the Contract. The Contractor shall procure and maintain, at their own cost and expense, any additional kinds and amounts of insurance that, in their own judgement, may be necessary for their proper protection in the prosecution of the work.
- H. **Certificates of Insurance:** Certificates of Insurance for Workers' Compensation Insurance, Commercial General Liability Insurance, and Comprehensive Automobile Liability Insurance shall be filed with the City prior to the execution of the Contract. Certificates for Builder's Risk Insurance shall also be filed with the City when such insurance is required for the project. Said insurance shall not thereafter be canceled, permitted to expire, or be changed without 30 days advance written notice to the City.

Thank you,

*Debby Rivera*

Purchasing/Contract Coordinator

City of Pueblo – Purchasing Department

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,

PASHCO ROOFING INC

is a

Corporation

formed or registered on 06/21/2014 under the law of Colorado, 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 20141375145 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 01/10/2024 that have been posted, and by documents delivered to this office electronically through 01/12/2024 @ 14:11:35 .

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 01/12/2024 @ 14:11:35 in accordance with applicable law. This certificate is assigned Confirmation Number 15650259 .

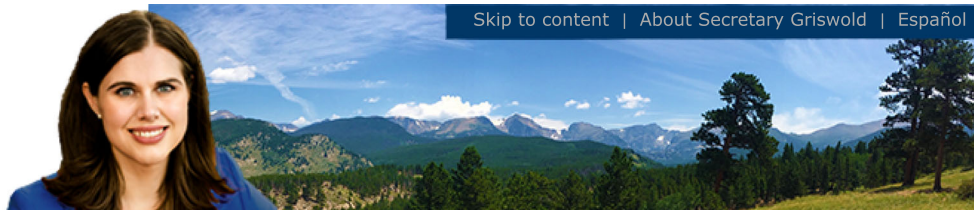


A handwritten signature in blue ink that reads "Jena Griswold".

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."*



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## Certificate

**Name:** Colorado Front Range Roofing

**ID#:** 20151522594

If a PDF copy does not appear below, [open your form in a new window](#) to review it.

☰ CertFactViewer.do 1 / 1 - 79% + [Icons]

OFFICE OF THE SECRETARY OF STATE  
OF THE STATE OF COLORADO

**CERTIFICATE OF FACT OF TRADE NAME**

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office, a Statement of Trade Name for:

Colorado Front Range Roofing

(Entity ID # 20151522594 )

was filed in this office on 08/14/2015 with an effective date of 08/14/2015 .

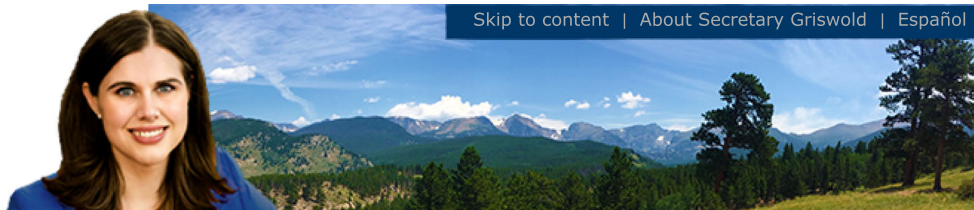
This certificate reflects facts established or disclosed by documents delivered to this office on paper through 01/10/2024 that have been posted, and by documents delivered to this office electronically through 01/12/2024 @ 14:03:45 .

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 01/12/2024 @ 14:03:45 in accordance with applicable law.  
This certificate is assigned Confirmation Number 15650212 .

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## Summary

| Details                                 |                                           |                       |             |
|-----------------------------------------|-------------------------------------------|-----------------------|-------------|
| <b>Name</b>                             | PASHCO ROOFING INC                        |                       |             |
| <b>Status</b>                           | Good Standing                             | <b>Formation date</b> | 06/21/2014  |
| <b>ID number</b>                        | 20141375145                               | <b>Form</b>           | Corporation |
| <b>Periodic report month</b>            | June                                      | <b>Jurisdiction</b>   | Colorado    |
| <b>Principal office street address</b>  | 4289 N Elizabeth St, Pueblo, CO 81008, US |                       |             |
| <b>Principal office mailing address</b> | 4289 N Elizabeth St, Pueblo, CO 81008, US |                       |             |

| Registered Agent       |                                      |
|------------------------|--------------------------------------|
| <b>Name</b>            | James P Sprague                      |
| <b>Street address</b>  | 1327 Terry Cir, Pueblo, CO 81006, US |
| <b>Mailing address</b> | 1327 Terry Cir, Pueblo, CO 81006, US |

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Contractor Details

|                     |                                        |
|---------------------|----------------------------------------|
| PRBD License ID     | 0012970                                |
| Company Name        | COLORADO FRONT RANGE ROOFING           |
| Doing Business As   |                                        |
| Examinee            | JAMES SPRAGUE                          |
| Address             | 4289 N. ELIZABETH<br>PUEBLO , CO 81008 |
| Phone               | 719-542-2330                           |
| Licenses            | D44 - Roofing<br>D54 - Siding          |
| Liability Ins.      | 07/15/2024                             |
| Workman's Comp Ins. | 08/01/2024                             |
| Expiration Date     | 12/31/2024                             |

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**Office Hours:** Monday-Friday 7:30 AM to 4:30 PM  
**Closed Holidays:** Thanksgiving + Friday after, 12/22 for Christmas Eve, Christmas Day, New Years Day, Memorial Day, July 4th, Labor Day

**Certificate Of Completion**

Envelope Id: 6010296FBAAE4CE4863224CAB9E42417

Status: Completed

Subject: Complete with DocuSign: 23-100R Contract Documents-Colorado Front Range dba Pashco Roofing.pdf

Source Envelope:

Document Pages: 142

Signatures: 5

Envelope Originator:

Certificate Pages: 5

Initials: 0

Purchasing

AutoNav: Enabled

230 S Mechanic

Envelope Stamping: Enabled

Pueblo, CO 81003

Time Zone: (UTC-07:00) Mountain Time (US &amp; Canada)

purchasing@pueblo.us

IP Address: 208.82.107.130

**Record Tracking**

Status: Original

Holder: Purchasing

Location: DocuSign

1/29/2024 3:55:55 PM

purchasing@pueblo.us

**Signer Events****Signature****Timestamp**

Naomi Hedden

nchedden@pueblo.us

Director of Purchasing

City of Pueblo

Security Level: Email, Account Authentication  
(None)

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663514DB28C0490...

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Signed: 1/30/2024 9:04:26 AM

Signature Adoption: Uploaded Signature Image

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**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Marisa Stoller

mstoller@pueblo.us

City Clerk

Security Level: Email, Account Authentication  
(None)

DocuSigned by:



7C02EBDFFC3D43C...

Sent: 1/30/2024 9:04:28 AM

Viewed: 1/30/2024 12:33:59 PM

Signed: 1/30/2024 12:34:17 PM

Signature Adoption: Pre-selected Style

Using IP Address: 208.82.107.130

**Electronic Record and Signature Disclosure:**

Accepted: 12/3/2021 2:21:37 PM

ID: d4b20520-f52e-4781-a288-ed72c1cbf692

Alexandria Romero

aromero@pueblo.us

Security Level: Email, Account Authentication  
(None)

DocuSigned by:



CAE4752363A94D6...

Sent: 1/30/2024 12:34:19 PM

Viewed: 1/30/2024 12:58:50 PM

Signed: 1/30/2024 12:58:56 PM

Signature Adoption: Uploaded Signature Image

Using IP Address: 208.82.107.130

**Electronic Record and Signature Disclosure:**

Accepted: 10/13/2022 2:52:37 PM

ID: 193e356e-f58c-4b78-9125-7570ede65814

George Hypolite

ghypolite@pueblo.us

Security Level: Email, Account Authentication  
(None)

DocuSigned by:



DAB59DF55564442...

Sent: 1/30/2024 12:58:59 PM

Viewed: 1/30/2024 1:02:08 PM

Signed: 1/30/2024 1:02:24 PM

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Using IP Address: 75.70.153.209

**Electronic Record and Signature Disclosure:**

Accepted: 1/30/2024 1:02:08 PM

ID: 4579a6fa-628d-4738-afeb-4c3229556940

| Signer Events                                                                                                                                                                                                                                                           | Signature                                                                                                                                                                                                                                     | Timestamp                                                                                  |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------|
| Deborah Rivera<br>drivera@pueblo.us<br>Director of Purchasing<br>City of Pueblo<br>Security Level: Email, Account Authentication (None)<br><b>Electronic Record and Signature Disclosure:</b><br>Not Offered via DocuSign                                               | <b>Completed</b><br><br>Using IP Address: 208.82.107.130                                                                                                                                                                                      | Sent: 1/30/2024 1:02:27 PM<br>Viewed: 1/30/2024 1:45:05 PM<br>Signed: 1/30/2024 1:45:52 PM |
| Andrew Hayes<br>ahayes@pueblo.us<br>Director Public Works<br>City of Pueblo<br>Security Level: Email, Account Authentication (None)<br><b>Electronic Record and Signature Disclosure:</b><br>Accepted: 2/28/2022 1:36:31 PM<br>ID: 570dcef9-557c-416e-92be-9b71f3007907 | <div>DocuSigned by:<br/><br/>418AB0234B8D4D5...</div> Signature Adoption: Uploaded Signature Image<br>Using IP Address: 130.62.87.143<br>Signed using mobile | Sent: 1/30/2024 1:45:54 PM<br>Viewed: 1/30/2024 4:04:12 PM<br>Signed: 1/30/2024 4:04:29 PM |
| In Person Signer Events                                                                                                                                                                                                                                                 | Signature                                                                                                                                                                                                                                     | Timestamp                                                                                  |
| Editor Delivery Events                                                                                                                                                                                                                                                  | Status                                                                                                                                                                                                                                        | Timestamp                                                                                  |
| Agent Delivery Events                                                                                                                                                                                                                                                   | Status                                                                                                                                                                                                                                        | Timestamp                                                                                  |
| Intermediary Delivery Events                                                                                                                                                                                                                                            | Status                                                                                                                                                                                                                                        | Timestamp                                                                                  |
| Certified Delivery Events                                                                                                                                                                                                                                               | Status                                                                                                                                                                                                                                        | Timestamp                                                                                  |
| Carbon Copy Events                                                                                                                                                                                                                                                      | Status                                                                                                                                                                                                                                        | Timestamp                                                                                  |
| Christina Garcia<br>christinagarcia@pueblo.us<br>City of Pueblo<br>Security Level: Email, Account Authentication (None)<br><b>Electronic Record and Signature Disclosure:</b><br>Not Offered via DocuSign                                                               | <div>COPIED</div>                                                                                                                                                                                                                             | Sent: 1/30/2024 4:04:31 PM<br>Viewed: 1/31/2024 6:59:10 AM                                 |
| Clyde Bishop<br>cbishop@pueblo.us<br>Security Level: Email, Account Authentication (None)<br><b>Electronic Record and Signature Disclosure:</b><br>Not Offered via DocuSign                                                                                             | <div>COPIED</div>                                                                                                                                                                                                                             | Sent: 1/30/2024 4:04:32 PM                                                                 |
| Witness Events                                                                                                                                                                                                                                                          | Signature                                                                                                                                                                                                                                     | Timestamp                                                                                  |
| Notary Events                                                                                                                                                                                                                                                           | Signature                                                                                                                                                                                                                                     | Timestamp                                                                                  |
| Envelope Summary Events                                                                                                                                                                                                                                                 | Status                                                                                                                                                                                                                                        | Timestamps                                                                                 |
| Envelope Sent                                                                                                                                                                                                                                                           | Hashed/Encrypted                                                                                                                                                                                                                              | 1/29/2024 4:07:30 PM                                                                       |
| Certified Delivered                                                                                                                                                                                                                                                     | Security Checked                                                                                                                                                                                                                              | 1/30/2024 4:04:12 PM                                                                       |
| Signing Complete                                                                                                                                                                                                                                                        | Security Checked                                                                                                                                                                                                                              | 1/30/2024 4:04:29 PM                                                                       |
| Completed                                                                                                                                                                                                                                                               | Security Checked                                                                                                                                                                                                                              | 1/30/2024 4:04:32 PM                                                                       |
| Payment Events                                                                                                                                                                                                                                                          | Status                                                                                                                                                                                                                                        | Timestamps                                                                                 |
| Electronic Record and Signature Disclosure                                                                                                                                                                                                                              |                                                                                                                                                                                                                                               |                                                                                            |

**AMENDMENT NO. 1 TO  
CONSTRUCTION CONTRACT**

This Amendment No. 1 to a construction contract ("Amendment") is executed to be effective as of August 13, 2024, by and between the City of Pueblo, a Municipal Corporation ("City") and Pashco Roofing, Inc. dba Colorado Front Range Roofing, a Colorado Corporation ("Contractor").

WHEREAS, City and Contractor entered into that certain construction contract dated December 12, 2023, for Bid 23-100R (CI2307, WW2203) Roof Replacement – Streets Maintenance Facility Rebid (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, including, but not limited to, furnishing Performance and Payment Bonds in compliance with Section 5.20 of the Invitation for Bid. The Performance and Payment Bonds shall be in the total amount of \$948,290.13, which amount includes the original contract amount of \$599,998.87 and the additional contract amount of \$348,291.26 contemplated by the additional work to be performed under this Amendment. The time for completion of all work under the Construction Agreement including the additional work to be performed under this Amendment shall be increased by thirty (30) 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.

**PASHCO ROOFING, INC. DBA COLORADO  
FRONT RANGE ROOFING**

By \_\_\_\_\_  
James Sprague, President

**CITY OF PUEBLO, A MUNICIPAL CORPORATION**

By \_\_\_\_\_  
Naomi Hedden, Director of Purchasing

ATTEST:

\_\_\_\_\_  
Marisa Stoller, City Clerk

BALANCE OF APPROPRIATION EXISTS FOR  
THIS CONTRACT AND FUNDS ARE AVAILABLE:

\_\_\_\_\_  
Mayor Heather Graham for Director of Finance

APPROVED AS TO FORM  
DEPARTMENT OF LAW:

\_\_\_\_\_  
Robert P. Jagger, Deputy City Attorney

**EXHIBIT 1**  
**REQUEST FOR QUOTATIONS**

Bid 23-100R (CI2307, WW2203) Roof Replacement – Streets Maintenance Facility Rebid

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 |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|---------------------------------|
| <ul style="list-style-type: none"><li>• Remobilize to complete additional work.</li><li>• Removal and Dry-In of New Standing Seam Roof on east side of building (Roof Area 1).</li><li>• Install Dry-In of New Standing Seam Roof on east side of building (Roof Area 1).</li><li>• Replace Shingle Roof</li></ul> | Lump Sum | \$348,291.26                    |

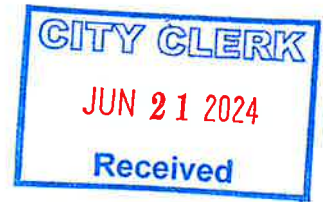
(Three Hundred Forty Eight Thousand Two Hundred Ninety One and 26/100-----Dollars)

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.

**PASHCO ROOFING, INC. DBA COLORADO  
FRONT RANGE ROOFING**

By: \_\_\_\_\_  
James Sprague, President

Mark Aliff  
President, Pueblo City Council  
City of Pueblo  
1 City Hall Pl  
Pueblo, CO 81004



June 21, 2024

Subject: Formal Complaint Regarding Councilwoman Regina Maestri's Violation of City Code of Ethics

President Aliff,

I am writing to formally file a complaint against Councilwoman Regina Maestri for her actions that clearly violate the city code of ethics. Specifically, Councilwoman Maestri had what the code of ethics defines as a **private interest** in seeking a city council appointment for herself, a move that she explained would allow her to purchase a new home outside of her district and retain a position on the Pueblo City Council. Despite recusing herself, she continued to participate in the process and attempted to improperly influence the decision behind the scenes.

Here are the key points of concern:

1. **Personal /Private Interest: Sec. 1-9-7. - Personal interest rules of conduct for City officials and employees clearly state that a member of the City Council who has a personal or private interest in any matter proposed or pending before the City Council shall disclose such interest to the City Council and shall not vote thereon and shall refrain from attempting to influence the decisions of the other members of the City Council in voting on the matter.**

a. **Ongoing Conflict of Interest (1-9-7 b-2):** Councilwoman Maestri improperly used an executive session to ask council to consider her for an exclusive appointment into the available at large seat. She initially disclosed a conflict of interest with the city and recused herself from voting on request to be appointed into the available at large council seat. However, she was afforded an exclusive special process that was obviously orchestrated during an executive session to be considered for the open seat. Her actions created an ongoing conflict of interest that remained in place throughout the entire city council appointment process and remains in place today.

b. **Unethically Attempting to Influence (1-9-7-C):** Councilwoman Maestri further violated the city's code of ethics by her continued attempts to influence the decision of her fellow council members through repeated calls, contacts and through her alleged interactions during and after the executive session and throughout subsequent meetings. Maestri's repeated alleged attempts to influence the decisions of the other members of the City Council in voting to appoint her is an extremely clear violation of the code of ethics.

c. **Violation of Recusal (1-9-7-c):** After being denied the appointment by her fellow council members, Councilwoman Maestri persisted in participating in the discussion and selection of other candidates seeking the very same seat that she was seeking. These actions were in direct violation of the city code of ethics, which requires disclosure of personal interests and refraining from voting on such matters. In this case she repeatedly voted on the matter over 33 times. This persistent and repeated unethical behavior further demonstrates her total disregard for the City's ethical guidelines and magnified the scope and size of her violations to multiple counts.

d. **Tainted Process(1-9-7-a):** Councilwoman Maestri's conflict of interest and refusal to remain recused from the council appointment process after disclosing her conflict of interest is defined in the code of ethics as a clear breach of her fiduciary duty and the public trust in 1-9-7-a. Councilwoman Maestri's participation tainted the integrity of the entire process by continuing to inject her deep and profound personal biases and retaliation against Mr. Nicoll and the councilmembers who had voted against her attempt to obtain the council seat for her own personal gain. Councilwoman Maestri's involvement in this process has irrevocably tainted this decision.

## **2. Sec. 1-9-4. - Public trust; breach of fiduciary duty.**

As outlined in the Pueblo City Code of Ethics, city officials and employees are prohibited from disclosing or using confidential information acquired during their official duties to further their personal financial interests.

**1-9-4-A-1 Improper Use of Confidential Executive Session for Personal Interest:** On June 13th, 2024, a city executive session was allegedly convened at the request of Councilwoman Regina Maestri. The purpose of this closed-door meeting was to obtain legal representation by the Pueblo City Attorney and discuss Councilwoman Maestri's plan to seek an appointment to the open at-large city council seat vacated by Councilman Hernandez. During this session, confidential information was shared, which was withheld from the public under attorney-client privilege. The confidential executive session should never have been used for one council member to further her personal interests and announce her intent to seek a position with special closed-door access with the rest of city council. This is an improper and quite possibly illegal use of the executive session. Maestri should never have been allowed to bring forward her plan in a closed-door meeting and ask for special consideration by the council.

Councilwoman Maestri subsequently announced her intention to convince the council to appoint her without participating in a competitive public appointment process. Her use of this confidential information obtained during her official duties to further her personal interests constitutes a clear violation of the City Code of Ethics. To this day the public still does not know what was said in this meeting, or how she was able to promote herself to gain separate consideration by the council. Other potential applicants did not have access to the same advantage or confidential information disclosed in the closed-door meeting, giving Councilwoman Maestri an unfair advantage and the ability to promote her personal interests over other candidates.



I urge you to investigate each of these matters thoroughly and take appropriate action to uphold the integrity of our city council and the appointment process. Councilwoman Maestri's unethical actions undermine public trust and violate major principles set forth in our city code of ethics that specifically address matters such as these. If found guilty by the council of these serious ethics violations I'm recommending council censure her with a resolution and publicly call for her immediate resignation.

Thank you for your attention to this serious issue.

Sincerely,

A handwritten signature in black ink, reading "Christopher A. Nicoll". The signature is written in a cursive, flowing style with a large initial 'C'.

**Christopher A Nicoll**  
1839 Bonforte Blvd  
Pueblo, CO 81001  
Chris@ChrisNicoll.us

Mark Aliff  
President, Pueblo City Council  
City of Pueblo  
1 City Hall Pl  
Pueblo, CO 81004



July 2, 2024

Subject: City Code of Ethics Complaint Update

President Aliff,

I am writing to update my complaint against Councilwoman Regina Maestri. It is my belief that Work Session Chair Maestri may have presided over an illegal executive session to promote herself for the appointment to the open at large seat during the May 20<sup>th</sup> executive session. This may have steered the meeting off course from the appointed topic triggering an illegal meeting under state law.

Per the Legislative Rules of Council, Work Session Chair Maeistri is responsible for presiding over all work session meetings, including executive sessions. Her duty as the chair includes ensuring that executive sessions stay on the posted topic. This is exactly what the statement that is read aloud at the beginning of the executive session requires. As stated below, the president of Council may call an executive session, but the Work Chair is declared to be the presiding officer according to Council's legislative rules of council:

*14 Special Meetings - b) "Meetings of the City Council as an Executive Committee shall be deemed to be special meetings for the purpose of these Legislative Procedures and Rules of Council and executive sessions as provided in Article 17.1, except that the presiding officer shall be the chairman of the Executive Committee."*

In my view the May 20<sup>th</sup> executive session would have been a proper meeting had the council only received legal advice from the city attorney regarding the process to fill Councilman Hernandez's vacant seat. However, if Chairwoman Maestri did in fact abuse her position as the work chair to steer the meeting to promote herself for the appointment then the meeting would have been illegal. This is the exact occurrence that the Colorado Open Meetings law seeks to prevent from occurring. This is would be a clear violation of state law and the city code of ethics as it relates to using a confidential meeting to promote a personal interest.

**§24-6-402(4)(f), C.R.S.**, Personnel matters, identifying the person or position to be discussed.  
**Exception:** Not available for the following discussions: 1) to discuss general personnel policies; 2) if the employee who is the subject of the executive session has requested an open meeting; 3) if the personnel matter involves more than one employee and all of the affected employees have requested an open meeting; or 4) to discuss any member of the governing body or the appointment of any person to fill the office of a member of the governing body. Note: Agenda and motion must identify the employee, by name or position.

Here is a breakdown of my concerns regarding this use of the executive session:

1. Per city code Councilwoman Maestri is clearly responsible for presiding over the meeting as Work Session Chair. It is her duty to ensure the topic stays on target.
2. The May 20 executive session would have been legally executed had it stayed on topic of receiving legal advice. However, if Chairwoman Maestri steered the meeting off topic to promote herself for the appointment then this would be a violation of state law and the city code of ethics.
3. Subsection F, topic 4 of the CRS ~~24-6-402-F(4)~~ (listed above) prohibits executive sessions dealing with **"appointments for members of the governing body"**. This means council can't discuss its own appointments in executive sessions under state law. This is specifically identified to keep council appointments transparent.
4. If the tape recording was turned off during these executive sessions because the meeting was posted under "Receiving Legal Advice", and the meeting somehow ventured off course into the topic of "Matters of Personnel then the recording device should have been left on and saved for 90 days. (If an electronic recording exists of this session I would ask that you order it to be preserved as evidence as part of this investigation.)
5. Additionally, per state law "matters of personnel" are required to have the employees name, or position being discussed posted in the meeting notice description to be legal. This would be an additional violation.

You may recall that a similar violation occurred on Pueblo City Council in 2014 and it was taken very seriously by the local media and community at large. This most recent debacle is quite possibly the second illegal city council executive session to have occurred in just a few short weeks. In my view, Councilwoman Maestri should be formally censured and relieved of her appointed duties as Work Session Chair if the investigation concludes that she did steer the meeting onto an illegal topic for her own personal gain. It is not appropriate for her to blame the city attorney with respect to this violation if Maestri didn't stick to the posted topic of receiving legal advice and ventured off into an illegal matter of personnel to promote herself. If this action is determined to be willful and wonton it could create additional risk.

Thank you for the opportunity to update my complaint with this additional information for consideration by the City Council. Please investigate Work Chair Maestri's actions to determine if another illegal use of the executive session occurred.

Sincerely,



**Christopher A Nicoll**

1839 Bonforte Blvd  
Pueblo, CO 81001



**Background Paper for Proposed  
Action Item**

**COUNCIL MEETING DATE:** August 12, 2024

**TO:** President Mark Aliff and Members of City Council

**CC:** Mayor Heather Graham

**VIA:** Marisa Stoller, City Clerk

**FROM:**

**SUBJECT:** A CITIZEN FILED AN ETHICS COMPLAINT AGAINST COUNCILOR  
REGINA MAESTRI

**SUMMARY:**

**PREVIOUS COUNCIL ACTION:**

**BACKGROUND:**

**FINANCIAL IMPLICATIONS:**

**BOARD/COMMISSION RECOMMENDATION:**

**STAKEHOLDER PROCESS:**

**ALTERNATIVES:**

**RECOMMENDATION:**

**ATTACHMENTS:**

1. 20230415\_171513
2. Adobe Scan Apr 15, 2023\_1
3. External email 080124



I'd like to post council woman Regina Maestri update from last nights closed door council session on our petition to reform Pueblo City Government.

Update: Anti Mayor Petition

Not all media coverage is accurate (go figure)

1. Yes, city clerk set a requirement of 3,768 signatures.

Over 7k were actually needed after the fact.

2. After vetting the first round 954 were found to be invalid.

3. There were 4 petitions that were discovered to have a missing notary page by the clerks office, not by the team who reviewed them before submitting them. ?

4. The city attorney accepted a remedy that those petitions could be notarized on the back of the last page.

5. The city clerk complied with the city attorney's remedy and reinforced to the anti mayor petitioners this would be an acceptable remedy.

6. After receiving the cured signatures the clerk brought the corrected petitions to the Mayors attention and the Mayor said they were unacceptable and so was the amount of 3,768 signatures. 3,768 signatures is only 5% of the registered voters and election law states 10% is needed.

7. City of Pueblo has guidelines listed on the website giving the information to those who want to circulate a petition for a ballot initiative a total of 3,768 and state it's 5% of registered voters in on the city website.

8. The remedy set forth by the attorney and clerk for the petitions with a missing back page, invalidated over 200 signatures leaving the petitioners 68 signatures short because the remedy had been rescinded.

9. I attended a closed session last night and the clerk admitted all of the above.

10. The Mayor stated it's not the city's responsibility the petitioners didn't know the law or have a lawyer of their own.

11. Dennis Flores agreed with the Mayor.

12. There will be a discussion on Monday April 17th at 5:30 in council chambers. The public can attend, but not speak. If you're interested in seeing how you're local government bamboozled the citizens of your community, stole we the people's rights, and don't want to remedy this erroneous injustice then attend in



Sec. 1-9-6. - Disclosure of information.

No City official or employee shall disclose any information or records that are not available to the public, which were acquired in the course of public office duties, except in the performance of public office duties or as required by law or court order. Records or discussions of an executive session of City Council or a board or commission shall not be disclosed except pursuant to Section 24-6-402(2)(d.5)(II)(D), C.R.S.

(Ord. No. 9112 §1, 3-27-17)

External email. Please use caution.

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**From:** Kay Stark <[kaystark@hotmail.com](mailto:kaystark@hotmail.com)>

**Sent:** Saturday, April 15, 2023 8:03 PM

**To:** [hgraham@Pueblo.us](mailto:hgraham@Pueblo.us) <[hgraham@Pueblo.us](mailto:hgraham@Pueblo.us)>; [dflores@Pueblo.us](mailto:dflores@Pueblo.us) <[dflores@Pueblo.us](mailto:dflores@Pueblo.us)>; [vmartinezortegz@Pueblo.us](mailto:vmartinezortegz@Pueblo.us) <[vmartinezortegz@Pueblo.us](mailto:vmartinezortegz@Pueblo.us)>; [smartinez@Pueblo.us](mailto:smartinez@Pueblo.us) <[smartinez@Pueblo.us](mailto:smartinez@Pueblo.us)>; [latencio@Pueblo.us](mailto:latencio@Pueblo.us) <[latencio@Pueblo.us](mailto:latencio@Pueblo.us)>; [rmaestri@Pueblo.us](mailto:rmaestri@Pueblo.us) <[rmaestri@Pueblo.us](mailto:rmaestri@Pueblo.us)>

**Subject:** Disclosure of information from executive session

Attached is a copy of information that Judah rose posted on the app next door stating that she got information from Regina myestry regarding the executive session that was held. It is my understanding that records or discussions of an executive session of city council shall not be disclosed pursuant to section 24 - 6 - 4022D .511D CRS . I have also attached section 1 - 9 days 6 disclosure of information. It would be my hope that with this information there should be some type of admonishment Or disciplinary action taken against Ms. Maestri for divulging executive sessions information.

Please do not sweep this under the rug.

Sent from my Verizon, Samsung Galaxy smartphone