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

TUESDAY, OCTOBER 15, 2024
7:00 PM

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

A. CALL TO ORDER
President Mark Aliff

B. INVOCATION
Pastor Tim Miessler, Calvary Church of Pueblo

C. PLEDGE OF ALLEGIANCE

D. ROLL CALL

E. SPECIAL RECOGNITIONS

E1 Proclamation Presentation: "Domestic Violence Awareness Month - October 2024" - Sandy Morrison, Director of Development and Operations at Mariposa Center for Safety

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 September 23, 2024, as distributed.

J1 City Council Meeting Minutes 09/23/2024

K. COMMUNICATIONS

K1 Submission of the Mayor's Recommended Budget for the Fiscal Year 2025
Required Council Action: Motion to Receive the 2025 Proposed Budget, Set the Budget Public Hearing for **Monday, October 28, 2024,** and Order the *Notice of Budget Public Hearing* to be Published.

L. 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.

M. RESOLUTIONS

M1 A Resolution awarding a construction contract in the amount of $2,332,401.25 to Russ Grading and Excavating LLC and setting forth $466,480 for contingencies and additional work, for Project No. 24-113 (WW2001) West Side Interceptor Upsize Project and authorizing the Purchasing Agent to execute the same

M2 A Resolution awarding a construction contract in the amount of $1,438,085 to Miller Pipeline LLC and setting forth $287,617 for contingencies and additional work for Project No. 24-114 (CI2113) Sanitary Sewer Extension at Northern Avenue Project and authorizing the Purchasing Agent to execute the same

M3 A Resolution awarding an agreement for professional engineering services in the amount of $262,925.00 to Respec Company, LLC, a South Dakota limited liability company, for Project No. 24-098 State Fair and Bessemer neighborhood drainage improvements design and analysis and authorizing the Purchasing Agent to execute the same

M4 A Resolution approving Contract Amendment No. 2 in the amount of $210,319.65 to Pyramid Construction, Inc., for Project No. 24-030, Asphalt and Utility Improvements – Dillon Drive (RR Bridge to Eagleridge Boulevard), and authorizing the Purchasing Agent to execute same

M5 A Resolution awarding an agreement for Professional Consulting Services in the amount of $125,000.00 to CMTA, Inc., for Project No. 24-077 Energy Performance Contracting and authorizing the Purchasing Agent to execute same

M6 A Resolution awarding a Construction Contract in the amount of $100,000.00 to Rockies Environmental and Demolition Services, for Project No. 24-053, Abate and Demolish - 519 West 11th Street (CDBG), setting forth $12,500.00 for contingencies, and authorizing the Purchasing Agent to execute same

M7 A Resolution awarding a construction contract in the amount of $69,391.90 to FRPHI ECS & Landscaping and setting forth $13,878.00 for contingencies and additional work for Project No. 24-111 (WWAN04) Wastewater Reclamation Facility Sand Bed Rehabilitation Project and authorizing the Purchasing Agent to execute the same

M8 A Resolution ratifying the award of an emergency construction contract in the amount of $33,584.80 to Parker Excavating Inc., a Colorado Corporation, for Project No. 23-040 (SWAN03) - for emergency storm sewer point repair on Gateway Drive and approving a change order in the amount of $5,644.44 for additional work and materials, and authorizing and approving the Purchasing Agent's execution of the same

M9 A Resolution ratifying the award of an emergency construction contract in the amount of $16,600.00 to Parker Excavating Inc., a Colorado Corporation, for Project No. 23-040 (SWAN03) - for emergency storm sewer point repair at 2116 Toronto Street and approving a change order in the amount of $6,249.88 for additional work and materials, and authorizing and approving the Purchasing Agent's execution of the same

M10 A Resolution awarding a construction contract in the amount of $14,051.00 to Doug Vaughn, LLC for Project No. 24-102, Concrete Improvements - 200 Block West 3rd Street, setting forth $3,000.00 for contingencies, and authorizing the Purchasing Agent to execute same

M11 A Resolution ratifying an emergency construction contract in the amount of $8,425.29 with

Parker Excavating, Inc. For Emergency Sanitary sewer point repair at 2911 Country Club Dr., Project No. 24-033 (WWAN03) and approving the Purchasing Agent's execution of the same

M12 A Resolution approving master contracts for Professional Civil Geotechnical Engineering Consulting Services between Pueblo, A Colorado Municipal Corporation, and Kumar & Associates, Inc., RockSol Consulting Group, Inc., and Geocal, Inc., for Project No. 24-059 Geotechnical and Materials Testing Services and authorizing the Purchasing Agent to execute same

M13 A Resolution confirming the appointment by the Mayor of Joshua Carpenter and Jacqueline Rutherford to serve a three-year term expiring November 1, 2027, on the Pueblo Streetscape Advisory Committee

M14 A Resolution confirming the appointment by the Mayor of Velissia Arzapalo to complete a three-year term expiring December 31, 2025, on the Pueblo Human Relations Commission

M15 A Resolution confirming the appointment by the Mayor of Raymond Chavez, Jr. to complete a four-year term expiring January 1, 2026, on the Historic Preservation Commission

M16 A Resolution authorizing the issuance of a Revocable Permit (REV-24-37) to the YMCA of Pueblo for the use of one lane of Spaulding Avenue and one lane of Parker Blvd. for their 2024 YMCA Spooky Sprint 5K run/walk event

M17 A Resolution authorizing the issuance of a Revocable Permit (REV-24-33) to the HARP Authority for the use of Victoria Street from the HARP Parking Lot at 101 South Victoria Avenue to Greenwood for the purpose of facilitating a "Fright Night" event

N. ORDINANCES – FIRST PRESENTATION

N1 An Ordinance amending Pueblo Municipal Code on Marijuana, revising 11-10-103, 11-10-201 through 11-10-204, 11-10-505, 11-11-103, 11-11-201 through 11-11-204, and 11-11-505

N2 An Ordinance amending Pueblo Municipal Code on alcohol beverages, revising 11-3-1 through 11-3-13, 11-3-15, 11-3-26, 11-3-41, 11-3-43 through 11-3-46, 11-3-50 through 11-3-52, 11-3-61 through 11-3-63, 11-3-72, and 11-3-74 through 11-3-78

N3 An Ordinance approving, accepting, and budgeting a Multimodal Transportation and Mitigation Option Funds Grant Award, and applicable conditions pertaining thereto, between the City of Pueblo, a Colorado Municipal Corporation, the Pueblo Area Council of Governments, and Colorado Department of Transportation establishing Project No. PT2303, budgeting and appropriating $65,000.00, and authorizing the Mayor to execute same

N4 An Ordinance amending Section 14-4-76 of the Pueblo Municipal Code relating to sales tax exemption with respect to occasional sales by state qualifying charitable organizations and increasing the annual qualifying amount for occasional sales to make consistent with state statute

N5 An Ordinance amending Section 14-4-76 of the Pueblo Municipal Code relating to essential and nonessential articles furnished in connection with the sale of taxable food and making same consistent with the laws of the State Of Colorado

N6 An Ordinance electing to certify Abatement Assessment Roll No. 2024-1 to the County Treasurer and to have the County Treasurer collect in the same manner as other taxes

N7 An Ordinance approving a lease agreement between the City of Pueblo, a Colorado

Municipal Corporation, and Colorado Energy Recyclers, LLC for the use of 13-acres of city-owned property contained within lot 1, St. Charles Industrial Park, Filing No. 3 and authorizing the Mayor to execute same

N8 An Ordinance designating 115 East Routt Avenue, Pueblo Divine Science Church, as a Local Historic Landmark

N9 An Ordinance amending zoning restrictions to rezone 634 Goodnight Avenue from R-2, Single-Family Residential Zone District to CCN, Commercial Charter Neighborhood Zone District

N10 An Ordinance amending zoning restrictions to rezone 3215 Lake Avenue, located south of Pueblo Bouldevard and west of Lake Avenue from I-2,Industrial Zone District to R-6, Multiple Residential and Commercial Zone District

N11 An Ordinance amending zoning restrictions of the Belmont Place, Planned Unit Development to a combination of three zone districts: B-3, Highway and Arterial Business Zone District, R-2, Single Family Residential Zone District and R-5, Multiple-Residential and Office Zone District

N12 An Ordinance approving the Belmont Place Subdivision, Filing No. 1

N13 An Ordinance approving the North Vista Highlands, Filing No. 10 Subdivision

N14 An Ordinance approving the North Vista Highlands, Filing No. 11 Subdivision

N15 An Ordinance approving the North Vista Highlands, Filing No. 12 Subdivision

N16 An Ordinance approving the North Vista Highlands, Filing No. 13 Subdivision

N17 An Ordinance approving an Agreement Amending Employment Agreement dated October 9, 2018 Between Key Structures, LLC, a Colorado Limited Liability Company and the City of Pueblo, A Colorado Municipal Corporation, accepting an Irrevocable Letter of Credit From FirstBank on behalf of Key Structures, LLC in the amount of $1,225,414.71, and approving a Subordination Agreement by and between Key Structures, LLC, a Colorado Limited Liability Company, Aboda Pueblo, LLC, a Colorado Limited Liability Company, the City of Pueblo, a Colorado Municipal Corporation, and the Colorado Housing and Finance Authority (CHFA)

N18 An Ordinance requiring compliance with federal law on abortion in Pueblo, Colorado

O. APPROVAL OF CONSENT AGENDA

I move to approve all Resolutions Set Forth in the Consent Agenda; Pass the Ordinances of the Consent Agenda, Setting the Public Hearings for October 28, 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 Latino Chamber Development Foundation in the amount of $1,000 to sponsor the Festival of Trees on December 12, 2024, at 5 pm at the Pueblo Union Depot.

Q2 A Resolution authorizing payment from the Council Contingencies account in the 2024 general fund budget to NAACP Pueblo Branch in the amount of $750 to sponsor a table at the Freedom Fund Banquet on Saturday, October 26, 2024, at 6 pm at Colorado State University Pueblo

Q3 A Resolution authorizing payment from the Council Contingencies account in the 2024 general fund budget to Pueblo Library District in the amount of $1,750 to sponsor a table at the Booklovers Ball at Rawlings Library on Friday, October 25, 2024

Q4 A Resolution authorizing payment from the Council Contingencies account in the 2024 general fund budget to Pueblo Downtown Association in the amount of $1,250 to sponsor the 34th Annual Parade of Lights on Saturday, November 30, 2024

Q5 A Resolution authorizing payment from the Council Contingencies account in the 2024 general fund budget to Animal Welfare & Protection Society DBA PAWS for Life in the amount of $7,500 to sponsor Emergency Leach Field and Pump Repairs

R. ORDINANCES – FINAL PRESENTATION

R1 An Ordinance establishing Project CI2449, PMJC Chiller/Boiler Replacement, transferring $172,150 from Pueblo Police Department Wages/Police Service account 101-20-2050-20-51030 to Project CI2449, budgeting and appropriating funds in the amount of $172,150, awarding an agreement for MEP Engineering Services in the amount of $172,150 to Bridgers & Paxton Consulting Engineers, Inc., for 22-013 Project No.2, Design for PMJC Chiller/Boiler Replacement, and authorizing the Purchasing Agent to execute same - *Introduced September 23, 2024 by Councilor Dennis Flores*

R2 An Ordinance amending T-Hangar and storage unit rental rates at 31501 Bryan Circle at the Pueblo Memorial Airport, in the City and County of Pueblo, and repealing Resolution 9389 - *Introduced September 23, 2024 by Councilor Dennis Flores*

R3 An Ordinance approving a Sub-Agreement for Professional Engineering Services between Dibble and Associates Consulting Engineers, Inc., an Arizona Corporation, and the City of Pueblo, a Colorado Municipal Corporation, for engineering design and related services in connection with the Rehabilitate East (North) Apron (Design) project and authorizing the Mayor to execute same - *Introduced September 23, 2024 by Councilor Dennis Flores*

R4 An Ordinance approving a revocable license agreement by and between the City of Pueblo, a Colorado Municipal Corporation and Clean Air Pueblo for the installation of air quality monitors on City Fire Department property - *Introduced September 23, 2024 by Councilor Dennis Flores*

R5 An Ordinance approving and authorizing the execution of a contract for specialized Vanpool Services to the Airport and Southern Industrial Estates between the City of Pueblo and Enterprise Leasing, LLC - *Introduced September 23, 2024 by Councilor Dennis Flores*

R6 An Ordinance amending Section 11-3-11 of the Pueblo Municipal Code regarding liquor licensing application fees - *Introduced September 23, 2024 by Councilor Dennis Flores*

R7 An Ordinance approving a Use Permit and Rental Agreement between the City of Pueblo, a Colorado Municipal Corporation, and the Colorado State Fair Authority, a subdivision of the State of Colorado, and authorizing the Mayor to execute same - *Introduced September 23, 2024 by Councilor Dennis Flores*

R8 An Ordinance approving a Sub-Agreement for Professional Engineering Services between Dibble and Associates Consulting Engineers, Inc., an Arizona Corporation, and the City of Pueblo, a Colorado Municipal Corporation, for engineering design and related services in connection with the Construct Hangar and Rehabilitate Taxilane (Phase 1 Design) project and authorizing the Mayor to execute same - *Introduced September 23, 2024 by Councilor Dennis Flores*

S. EMERGENCY ORDINANCES

S1 An Emergency Ordinance establishing Project No. HS2480 Homeless Shelter Operations, approving the transfer, budget, and appropriation of $200,000.00 from Project No. HO2460 Home Match Account to Project NO. HS2480 for Homeless Shelter staffing, security, and operations

S2 An Emergency Ordinance approving a Subrecipient Agreement by and between the City of Pueblo, a Colorado Municipal Corporation and the Pueblo Rescue Mission, a Colorado nonprofit corporation for the operation of a homeless shelter, and accepting the transfer of certain real property located At 710 W. 4th Street and 728 W. 4th Street to the City

T. ADJOURN

REGULAR CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS – CITY HALL
#1 CITY HALL PLACE
MONDAY, SEPTEMBER 23, 2024 - 7:00 PM

MINUTES

A. CALL TO ORDER

President Aliff called the meeting to order at 7:00 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, Sarah Martinez.

Council Members Present via Zoom: None.

Council Members Absent: None.

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: "PUEBLO LATINO VETERANS LEGACIES OF COURAGE DAY: SEPTEMBER 28, 2024" - GLORIA GUTIERREZ, PUEBLO LATINO VETERANS LEGACIES IN COURAGE COMMITTEE

E2 PROCLAMATION PRESENTATION: "CREEK WEEK 2024: SEPTEMBER 28-OCTOBER 6, 2024" - SUSAN FINZEL, FOUNTAIN CREEK WATERSHED DISTRICT

E3 RECOGNITION PRESENTATION: "COLORADO STATE FAIR PARADE FLOAT AWARDS" - 2024 COLORADO STATE FAIR PARADE FLOAT COMMITTEE

F. PUBLIC FORUM

- Jan Schraner - Mayor's Veto
- Christi Bynum - Abortion
- Tanya Hughes - Abortion
- Nicholas Donaldson - Homeless Shelter
- Gary Trujillo - Mayor's Veto
- Marty Harvey - Street sweeping/dead trees

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 Flores, moved to move item M23 to the regular agenda and postpone item M24 to the November 11, 2024 agenda and approve the agenda as amended.

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

J. READING AND APPROVAL OF MINUTES

J1 CITY COUNCIL MINUTES SEPTEMBER 09, 2024

Councilor Maestri, seconded by Councilor Gomez, moved to dispense with the reading and approve the Minutes of the Regular Meeting dated **September 09, 2024** as distributed.

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

K. CONSENT AGENDA

L. COMMUNICATIONS

L1 MINUTES OF THE PLANNING AND ZONING COMMISSION REGULAR MEETING FOR 08/14/2024

M. RESOLUTIONS

M1 A RESOLUTION TO UNOBLIGATE $1,655,322.82 FROM FIFTEEN SEPARATE PROJECTS IN PROJECT CI2113 – AMERICAN RESCUE PLAN ACT FOR THE PURPOSE OF REOBLIGATING THE FUNDS AS AUTHORIZED BY THE AMERICAN RESCUE PLAN ACT AND THE U.S. TREASURY FINAL RULE 31 CFR 35

This Resolution was assigned as **15753**.

M2 A RESOLUTION APPROVING PAYMENT IN THE AMOUNT OF $170,000 FROM PROJECT CI2113 - AMERICAN RESCUE PLAN ACT FOR ADDITIONAL COSTS ASSOCIATED WITH THE MINERAL PALACE PARK GREENHOUSE RENOVATION PROJECT, AS AUTHORIZED BY SECTION 603(C)(1)(C) OF THE AMERICAN RESCUE PLAN ACT AND U.S. TREASURY FINAL RULE 31 CFR §35.6

This Resolution was assigned as **15754**.

M3 A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF $135,322.25 TO CEDAR RIDGE LANDSCAPE, INC., FOR PROJECT NO. 24-095, ADA CURB RAMPS - PHASE 1 (CDBG), SETTING FORTH $62,677.75 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

This Resolution was assigned as **15755**.

M4 A RESOLUTION APPROVING PAYMENT IN THE AMOUNT OF $100,000 FROM PROJECT CI2113 - AMERICAN RESCUE PLAN ACT FOR TRAIL REPLACEMENT ALONG THE ARKANSAS RIVER AND FOUNTAIN CREEK, AS AUTHORIZED BY SECTION 603(C)(1)(C) OF THE AMERICAN RESCUE PLAN ACT AND U.S. TREASURY FINAL RULE 31 CFR §35.6

This Resolution was assigned as **15756**.

M5 A RESOLUTION RATIFYING AN EMERGENCY CONSTRUCTION CONTRACT IN THE AMOUNT OF $86,294 TO SS CONCRETE & LANDSCAPING, LLC, FOR PROJECT NO. 24-105, EMERGENCY REPAIRS - UNITED BLVD., AND APPROVING THE PURCHASING AGENT'S EXECUTION OF SAME

This Resolution was assigned as **15757**.

M6 A RESOLUTION AUTHORIZING THE TRANSFER OF BUDGETED AND APPROPRIATED FUNDS IN THE AMOUNT OF $80,000 FROM PROJECT NO. CIAN13 - VEHICLE PURCHASE TO PROJECT NO. CI2448 - FLEET FUEL SITE REPAIR

This Resolution was assigned as **15758**.

M7 A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF $72,148.00 TO MILLER PIPELINE, LLC AND SETTING FORTH $7,214.80 FOR CONTINGENCIES AND ADDITIONAL WORK FOR PROJECT NO. 24-021R, LAKE MINNEQUA WATER CONTROL GATES-REBID AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE THE SAME

This Resolution was assigned as **15759**.

M8 A RESOLUTION TRANSFERRING $63,069.39 FROM PROJECT NO. SW0603, MISCELLANEOUS EROSION CONTROL INTO PROJECT NO. SW2301, LAKE MINNEQUA WATER CONTROL GATES AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE THE SAME

This Resolution was assigned as **15760**.

M9 A RESOLUTION AUTHORIZING FUNDS IN THE AMOUNT OF $57,344.86 FROM THE BLACK HILLS ENERGY UNDERGROUND UTILITY FUND TO BE EXPENDED FOR THE PURPOSE OF RELOCATING OVERHEAD ELECTRIC

FACILITIES UNDERGROUND WITH RESPECT TO THE FIRE STATION #6 PROJECT

This Resolution was assigned as **15761**.

M10 A RESOLUTION RATIFYING AN EMERGENCY CONSTRUCTION CONTRACT IN THE AMOUNT OF $12,136.15 WITH PARKER EXCAVATING, INC. FOR EMERGENCY SANITARY SEWER POINT REPAIR AT 1243 EILERS AVE, PROJECT NO. 24-033 (WWAN03) AND APPROVING THE PURCHASING AGENT'S EXECUTION OF THE SAME

This Resolution was assigned as **15762**.

M11 A RESOLUTION APPROVING A HANGAR LEASE AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND POSADA, DBA ALPHA WEST, A COLORADO NONPROFIT CORPORATION, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

This Resolution was assigned as **15763**.

M12 A RESOLUTION AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT (REV-24-28) TO GRASSROOTS GRAVEL FOR THE USE OF THE UNION AVENUE NORTHBOUND LANE ON ARKANSAS RIVER BRIDGE, B STREET BETWEEN UNION AVENUE & MECHANIC STREET TO HOST A CYCLING EVENT AND EXPO

This Resolution was assigned as **15764**.

M13 A RESOLUTION AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT (REV-24-29) TO THE PUEBLO COUNTY GOVERNMENT FOR THE PURPOSE OF THE INSTALLATION OF NEW EV CHARGERS IN THE PUBLIC PARKING SPACE NEAR THE CORNER OF W. 10TH STREET AND MAIN STREET

This Resolution was assigned as **15765**.

M14 A RESOLUTION AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT (REV-24-30) TO PUEBLO DIVERSIFIED INDUSTRIES FOR THE USE OF ALAN HAMEL DRIVE FROM SANTA FE AVENUE TO MAIN STREET FOR THE PURPOSE OF HOSTING THE HARVEST FEST AND 5K WALK/RUN EVENT

This Resolution was assigned as **15766**.

M15 A RESOLUTION AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT (REV-24-32) TO THE COLORADO STATE UNIVERSITY - PUEBLO FOR THE USE OF TROY AVENUE BETWEEN ALAMOSA DRIVE AND RAWLINGS BLVD.; RAWLINGS BLVD. FROM TROY AVENUE TO BARTLEY BLVD.; DESERT FLOWER BLVD. FROM BARTLEY BLVD. TO WALKING STICK BLVD.; WALKING STICK BLVD. FROM BARTLEY BLVD. TO FOWLER DRIVE FOR THE PURPOSE OF HOSTING A 5K WALK, RUN OR ROLL EVENT

This Resolution was assigned as **15767**.

M16 A RESOLUTION APPROVING AND ACCEPTING A COLORADO DEPARTMENT OF LAW PEACE OFFICER STANDARDS AND TRAINING (POST) GRANT, SEPTEMBER 1, 2024 THROUGH JUNE 30, 2025, ESTABLISHING PROJECT NUMBER PS2409, TRANSFERRING FUNDS NOT TO EXCEED THE AMOUNT OF $5,600.00 FROM PROJECTS-TO-BE-

DETERMINED IN THE PUBLIC SAFETY GRANTS FUND

This Resolution was assigned as **15768**.

M17 A RESOLUTION AUTHORIZING THE CITY OF PUEBLO TO APPLY FOR A 2024 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) AND APPROVING A MEMORANDUM OF UNDERSTANDING CONCERNING RECEIPT AND DISBURSEMENT OF FUNDS FROM SAID GRANT AND AUTHORIZING MAYOR GRAHAM TO EXECUTE SAME

This Resolution was assigned as **15769**.

M18 A RESOLUTION APPOINTING THE CITY CLERK AS THE DESIGNATED ELECTION OFFICIAL FOR THE SPECIAL MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 5, 2024, AND DIRECTING THE CITY CLERK TO CERTIFY THE CONTENT OF THE BALLOT FOR SAID ELECTION

This Resolution was assigned as **15770**.

M19 A RESOLUTION CONFIRMING THE APPOINTMENT BY THE MAYOR OF BRYAN 'KENT' SHELMAN TO SERVE A THREE-YEAR TERM EXPIRING OCTOBER 1, 2027 ON THE PUEBLO REGIONAL BUILDING COMMISSION

This Resolution was assigned as **15771**.

M20 A RESOLUTION APPOINTING COUNCILOR MARK ALIFF TO THE FOUNTAIN CREEK WATERSHED FLOOD CONTROL & GREENWAY DISTRICT GOVERNING BOARD

This Resolution was assigned as **15772**.

M21 A RESOLUTION PRELIMINARILY DETERMINING THAT THE PETITION FOR THE ANNEXATION OF THE 152.27-ACRE AREA COMMONLY KNOWN AS THE JACKSON RANCH ANNEXATION NO. 1, GENERALLY LOCATED SOUTHEAST OF STATE HIGHWAY 78 AND SOUTHEAST OF STATE HIGHWAY 78 AND WEST OF THE PASTORA RANCH ANNEXATION, IS VALID UNDER THE PROVISIONS OF COLORADO REVISED STATUTES SECTIONS 31-12-104(1)(A) AND 31-12-107(1), TABLING FINAL ACTION ON THE PETITION FOR A PERIOD OF NOT MORE THAN 180 DAYS, AND REFERRING THE PETITION TO THE PLANNING AND ZONING COMMISSION FOR REVIEW AND RECOMMENDATION

This Resolution was assigned as **15773**.

M22 A RESOLUTION PRELIMINARILY DETERMINING THAT THE PETITION FOR THE ANNEXATION OF THE 439.33-ACRE AREA COMMONLY KNOWN AS THE JACKSON RANCH ANNEXATION NO. 2, GENERALLY LOCATED SOUTHEAST OF STATE HIGHWAY 78 AND SOUTH OF THE PROPOSED JACKSON RANCH ANNEXATION NO. 1, IS VALID UNDER THE PROVISIONS OF COLORADO REVISED STATUTES SECTIONS 31-12-104(1)(A) AND 31-12-107(1), TABLING FINAL ACTION ON THE PETITION FOR A PERIOD OF NOT MORE THAN 180 DAYS, AND REFERRING THE PETITION TO THE PLANNING AND ZONING COMMISSION FOR REVIEW AND RECOMMENDATION

This Resolution was assigned as **15774**.

M24 A RESOLUTION SETTING AND ESTABLISHING A FEE SCHEDULE RELATED

TO THE IMPOUNDMENT OF ABANDONED SHOPPING CARTS

This item was postponed to the November 11, 2024 agenda.

M25 A RESOLUTION AMENDING SECTION 2 OF RESOLUTION NO. 14990 WHICH SET A SCHEDULE OF FEES TO BE COLLECTED THROUGH CHARGEPOINT, INC., A DELAWARE CORPORATION, FOR PUBLIC USE OF CITY-OWNED ELECTRIC VEHICLE CHARGING STATIONS EFFECTIVE OCTOBER 1, 2024

This Resolution was assigned as **15775**.

N. ORDINANCES – FIRST PRESENTATION

N1 AN ORDINANCE ESTABLISHING PROJECT CI2449, PMJC CHILLER/BOILER REPLACEMENT, TRANSFERRING $172,150 FROM PUEBLO POLICE DEPARTMENT WAGES/POLICE SERVICE ACCOUNT 101-20-2050-20-51030 TO PROJECT CI2449, BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF $172,150, AWARDING AN AGREEMENT FOR MEP ENGINEERING SERVICES IN THE AMOUNT OF $172,150 TO BRIDGERS & PAXTON CONSULTING ENGINEERS, INC., FOR 22-013 PROJECT NO.2, DESIGN FOR PMJC CHILLER/BOILER REPLACEMENT, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

N2 AN ORDINANCE AMENDING T-HANGAR AND STORAGE UNIT RENTAL RATES AT 31501 BRYAN CIRCLE AT THE PUEBLO MEMORIAL AIRPORT, IN THE CITY AND COUNTY OF PUEBLO, AND REPEALING RESOLUTION 9389

N3 AN ORDINANCE APPROVING A SUB-AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES BETWEEN DIBBLE AND ASSOCIATES CONSULTING ENGINEERS, INC., AN ARIZONA CORPORATION, AND THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, FOR ENGINEERING DESIGN AND RELATED SERVICES IN CONNECTION WITH THE REHABILITATE EAST (NORTH) APRON (DESIGN) PROJECT AND AUTHORIZING THE MAYOR TO EXECUTE SAME

N4 AN ORDINANCE APPROVING A SUB-AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES BETWEEN DIBBLE AND ASSOCIATES CONSULTING ENGINEERS, INC., AN ARIZONA CORPORATION, AND THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, FOR ENGINEERING DESIGN AND RELATED SERVICES IN CONNECTION WITH THE CONSTRUCT HANGAR AND REHABILITATE TAXILANE (PHASE 1 DESIGN) PROJECT AND AUTHORIZING THE MAYOR TO EXECUTE SAME

N5 AN ORDINANCE APPROVING A REVOCABLE LICENSE AGREEMENT BY AND BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND CLEAN AIR PUEBLO FOR THE INSTALLATION OF AIR QUALITY MONITORS ON CITY FIRE DEPARTMENT PROPERTY

N6 AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF A CONTRACT FOR SPECIALIZED VANPOOL SERVICES TO THE AIRPORT AND SOUTHERN INDUSTRIAL ESTATES BETWEEN THE CITY OF PUEBLO AND ENTERPRISE LEASING, LLC

N7 AN ORDINANCE AMENDING SECTION 11-3-11 OF THE PUEBLO MUNICIPAL CODE REGARDING LIQUOR LICENSING APPLICATION FEES

N8 AN ORDINANCE APPROVING A USE PERMIT AND RENTAL AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE COLORADO STATE FAIR AUTHORITY, A SUBDIVISION OF THE STATE OF COLORADO, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

O. APPROVAL OF CONSENT AGENDA

P. REGULAR AGENDA

M23 A RESOLUTION ESTABLISHING PROJECT ACCOUNT CI2450 - FEASIBILITY CITY ELECTRIC UTILITY, TRANSFERRING BUDGETED AND APPROPRIATED FUNDS IN THE AMOUNT OF $35,525.16 FROM PROJECT CI2012 - ENERGY ADVOCACY PROJECT TO PROJECT CI2450 - FEASIBILITY CITY ELECTRIC UTILITY AND TRANSFERRING FUNDS IN THE AMOUNT OF $150,000.00 FROM PUBLIC WORKS CONTRACT SERVICES 10140103-53003 TO PROJECT CI2450 - FEASIBILITY CITY ELECTRIC UTILITY

This item was removed from the consent agenda.

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

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

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

This Resolution was assigned as **15776**.

Q. RESOLUTIONS

R. ORDINANCES – FINAL PRESENTATION

R1 AN ORDINANCE TRANSFERRING $503,915.07 FROM WW9999 TO WWAN03, FOR PROJECT NO. 20-059 (WWAN03) 2021-2023 SANITARY SEWER POINT REPAIR - 250 WILLIAM WHITE BLVD PROJECT AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE THE SAME.

A staff report and detailed review of the Ordinance was given by Andra Ahrens, Director of Wastewater.

PUBLIC HEARING:

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

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

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

This Ordinance was assigned as **10791.**

R2 AN ORDINANCE APPROVING THE TRANSFER, BUDGET AND APPROPRIATION OF $48,000 FROM THE AIRPORT IMPROVEMENT TRUST FUND TO PROJECT ACCOUNT APAN03 – VEHICLES & EQUIPMENT FOR THE PURPOSE OF PURCHASING EQUIPMENT FROM THE DENVER INTERNATIONAL AIRPORT SURPLUS SALE

A staff report and detailed review of the Ordinance was given by Greg Pedroza, Airport Director.

PUBLIC HEARING:

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

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

This Ordinance was assigned as **10792.**

R3 AN ORDINANCE APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE STATE OF COLORADO, OFFICE OF PUBLIC SAFETY COMMUNICATIONS TO CONTINUE THE ESTABLISHED COOPERATIVE RELATIONSHIP RELATED TO THE CITY'S PARTICIPATION IN THE STATE DIGITAL TRUNKED RADIO SYSTEM AND THE CO-LOCATION OF STATE EQUIPMENT INSTALLED ON CITY-OWNED TOWERS AND FACILITIES, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

A staff report and detailed review of the Ordinance was given by Lori Pinz, Information Technology Director.

PUBLIC HEARING:

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

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

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

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

This Ordinance was assigned as **10793.**

R4 AN ORDINANCE AMENDING THE FISCAL YEAR 2024 STAFFING ORDINANCE BY CONVERTING EIGHT (8) FULL-TIME VACANT FIREFIGHTER POSITIONS TO THREE (3) ASSISTANT FIRE CHIEF POSITIONS AND FIVE (5) FIRE LIEUTENANT POSITIONS WITHIN THE AUTHORIZED STAFFING OF THE FIRE DEPARTMENT

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

This Ordinance was assigned as **10794.**

R5 AN ORDINANCE AMENDING THE FISCAL YEAR 2024 STAFFING ORDINANCE BY ADDING ONE (1) FULL-TIME FIRE LIEUTENANT POSITION TO THE AUTHORIZED STAFFING OF THE FIRE DEPARTMENT

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 Flores, moved to approve the Ordinance on final presentation.

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

This Ordinance was assigned as **10795.**

R6 AN ORDINANCE APPROVING A MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND THE COLORADO STATE PATROL, "BATTLE", BEATING AUTO THEFT THROUGH LAW ENFORCEMENT TEAM

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

This Ordinance was assigned as **10796.**

R7 AN ORDINANCE APPROVING AND ACCEPTING A GRANT AGREEMENT AND APPLICABLE CONDITIONS PERTAINING THERETO WITH THE COLORADO DEPARTMENT OF TRANSPORTATION (CDOT) FOR THE "A STEP TOWARDS REDUCING TRAFFIC FATALITIES" GRANT, IN THE AMOUNT OF $76,000, FROM OCTOBER 1, 2024 THROUGH SEPTEMBER 30, 2025, ESTABLISHING PROJECT NUMBER PS2408, BUDGETING AND APPROPRIATING FUNDS INTO PROJECT PS2408, AND AUTHORIZING MAYOR GRAHAM TO EXECUTE SAME

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

This Ordinance was assigned as **10797.**

R8 AN ORDINANCE APPROVING AN AGREEMENT TO PURCHASE AND SALE OF REAL ESTATE BETWEEN THE BISHOP OF PUEBLO, A CORPORATION SOLE, AND THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, FOR THE PURCHASE OF EASTWOOD SUBDIVISION – BLOCKS 28 AND 33 REARRANGMENT OF PROPERTY BOUNDARIES IN THE AMOUNT OF $120,000.00 TO BE PAID FROM PROJECT NO. CI2113 – AMERICAN RESCUE PLAN ACT, AS AUTHORIZED BY SECTION 603(A) OF THE AMERICAN RESCUE PLAN ACT AND U.S. TREASURY FINAL RULE 31 CFR 35 AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME

A staff report and detailed review of the Ordinance was given by Steven Meier, Director of Parks & Recreation.

PUBLIC HEARING:

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

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

This Ordinance was assigned as **10798.**

R9 AN ORDINANCE AMENDING ARTICLE 6, CHAPTER 1, OF TITLE XI OF THE PUEBLO MUNICIPAL CODE TO ALLOW FOR THE LAWFUL CONCEALED

CARRY OF FIREARMS WITHIN PUEBLO CITY HALL

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

PUBLIC HEARING:

- Diane Dante appeared in person to speak against this ordinance
- Velma Campbell appeared in person to speak against this ordinance
- Elvis Martinez appeared in person to speak against this ordinance

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

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

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

This Ordinance was assigned as **10799.**

R10 AN ORDINANCE APPROVING AN AMENDMENT TO THE ANIMAL SERVICES CONTRACT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND PUEBLO COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF COLORADO, AND THE HUMANE SOCIETY OF THE PIKES PEAK REGION, A COLORADO NON-PROFIT CORPORATION DATED JANUARY 1, 2023 TO INCREASE THE COMPENSATION BY $100,000 TO HELP OFFSET THE COSTS OF AN INCREASED NEED FOR SERVICES; BUDGETING AND APPROPRIATING $100,000 TO THE NON-DEPARTMENTAL ACCOUNT; AND AUTHORIZING THE MAYOR TO EXECUTE SAID AMENDMENT

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:** Councilor Boston, Councilor Flores, Councilor Gomez, Councilor Latino, Councilor Martinez. **Nays:** President Aliff, Councilor Maestri. Motion Passed 5-2.

This Ordinance was assigned as **10800.**

S. QUASI-JUDICIAL ORDINANCES - FINAL PRESENTATION

S1 AN ORDINANCE APPROVING AND ADOPTING A 2024 ADDENDUM TO THE PUEBLO REGIONAL COMPREHENSIVE PLAN FOR THE PHYSICAL DEVELOPMENT OF PUEBLO, A COLORADO MUNICIPAL CORPORATION

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 #CP24-01 dated August 14, 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 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, Councilor Martinez. **Nays:** None. Motion Passed 7-0.

This Ordinance was assigned as **10801.**

S2 AN ORDINANCE AMENDING ZONING RESTRICTIONS TO REZONE APPROXIMATELY 1.4-ACRES LOCATED AT 1003 LIBERTY LANE FROM R-1, SINGLE-FAMILY ZONE DISTRICT TO R-5, MIXED RESIDENTIAL AND OFFICE ZONE DISTRICT

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-24-11 dated August 14, 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 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, Councilor Martinez. **Nays:** None. Motion Passed 7-0.

This Ordinance was assigned as **10802.**

S3 AN ORDINANCE AMENDING ZONING RESTRICTIONS TO REZONE APPROXIMATELY 14.08-ACRES GENERALLY LOCATED WEST OF JERRY MURPHY ROAD AND NORTH OF BLUESTEM BOULEVARD FROM R-2, SINGLE FAMILY RESIDENTIAL ZONE DISTRICT, TO S-1, GOVERNMENT USE ZONE DISTRICT

A staff report and detailed review of the Ordinance was given by Scott Hobson, Acting Director of Planning & Community Development. Mr. Hobson requested that the Planning & Zoning documents for this item, Case #Z-23-13 dated March 13, 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 Gomez, 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, Councilor Martinez. **Nays:** None. Motion Passed 7-0.

This Ordinance was assigned as **10803.**

S4 AN ORDINANCE APPROVING FIRE STATION NO. 8 SUBDIVISION

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 #S-23-12 dated March 13, 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 Latino, 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, Councilor Martinez. **Nays:** None. Motion Passed 7-0.

This Ordinance was assigned as **10804.**

S5 AN ORDINANCE AMENDING ZONING RESTRICTIONS TO REZONE .48-ACRES OF LAND AT 3002 SOUTH PRAIRIE AVENUE FROM R-2, SINGLE FAMILY RESIDENTIAL ZONE DISTRICT TO I-2, INDUSTRIAL ZONE DISTRICT

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-24-13 dated August 14, 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 Martinez, 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, Councilor Martinez. **Nays:** None. Motion Passed 7-0.

This Ordinance was assigned as **10805.**

S6 AN ORDINANCE VACATING A PORTION OF A DRAINAGE EASEMENT LOCATED 1315 EAST 7TH 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 #V24-02 dated August 14, 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 Martinez, 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, Councilor Martinez. **Nays:** None. Motion Passed 7-0.

This Ordinance was assigned as **10806.**

S7 AN ORDINANCE VACATING A PORTION OF A DRAINAGE EASEMENT LOCATED IN LOT 1, BLOCK 2, NORTH VISTA, HIGHLANDS, FILING NO. 2

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 #V-23-11 dated June 12, 2024, be made part of the record for this hearing. So ordered by President Aliff.

PUBLIC HEARING:

- Michael Cuppy appeared in person to speak in favor of this ordinance
- Johnathan Lieu appeared in person to speak in favor of this ordinance
- Ruth Svet appeared in person to speak in favor of this ordinance

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

Councilor Boston, 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 Martinez. **Nays:** Councilor Maestri. Motion Passed 6-1.

This Ordinance was assigned as **10807.**

S8 AN ORDINANCE APPROVING THE NORTH VISTA HIGHLANDS, FILING NO. 9, A SPECIAL AREA PLAN SUBDIVISION LOCATED SOUTH OF HOME OF HEROS PARKWAY AND WEST OF WALKING STICK BOULEVARD

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 #S-23-11 dated June 12, 2024, be made part of the record for this hearing, as well as the previous testimony from item S7. So ordered by President Aliff.

PUBLIC HEARING:

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

Councilor Latino, 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 Martinez. **Nays:** Councilor Maestri. Motion Passed 6-1.

This Ordinance was assigned as **10808.**

S9 AN ORDINANCE APPROVING A SPECIAL AREA PLAN FOR THE NORTH VISTA HIGHLANDS, FILING NO. 9

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 #SAP-24-04 dated June 12, 2024, be made part of the record for this hearing, as well as the testimony from item S7. So ordered by President Aliff.

PUBLIC HEARING:

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

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

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

This Ordinance was assigned as **10809.**

T. ORDINANCE - PRESENTATION AFTER VETO

T1 ORDINANCE NO. 10778 DESIGNATING 330 SOUTH CITY PARK AVENUE, CITY PARK BATH HOUSE, AS A LOCAL HISTORIC LANDMARK

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

Councilor Boston, seconded by Councilor Maestri, moved to override the Mayor's veto and approve the Ordinance.

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

U. COUNCIL MEMBER CONFLICT OF INTEREST

U1 A CITIZEN FILED AN ETHICS COMPLAINT AGAINST COUNCILOR ROGER GOMEZ

Councilor Gomez recused himself for a conflict of interest.

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

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

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

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

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

V. ADJOURN

President Aliff adjourned the meeting at 11:00 p.m.

Respectfully submitted,

Marisa Stoller
City Clerk

Docusign Envelope ID: ECD5E34E-CC87-49FB-BF59-4EED42790744

City Clerk's Office Item # M1

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: October 15, 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 $2,332,401.25 TO RUSS GRADING AND EXCAVATING LLC AND SETTING FORTH $466,480 FOR CONTINGENCIES AND ADDITIONAL WORK, FOR PROJECT NO. 24-113 (WW2001) WEST SIDE INTERCEPTOR UPSIZE PROJECT AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE THE SAME

SUMMARY:

Attached is a Resolution awarding a construction contract to Russ Grading and Excavating LLC for Project No. 24-113 (WW2001), West Side Interceptor Upsize Project. The City of Pueblo continues to experience and plan for growth and has identified a section of sanitary sewer interceptor that is undersized in the West Side neighborhood.

PREVIOUS COUNCIL ACTION:

On July 25, 2022, by Resolution No. 14947, City Council approved the expenditure of $2,000,000.00 in American Rescue Plan Act (ARPA) funds to be used to for constructing sewer infrastructure.

BACKGROUND:

Approximately 3,900 linear feet of 12- and 15-inch sanitary sewer associated sanitary sewer manholes will be relocated to a 21-inch sanitary sewer located in Adee Avenue. The project is located just west of Wildhorse Creek between 22nd Street and 12th Street in the West Side neighborhood.

The total cost of the project is estimated at $2,798,881.25, including contingencies.

Docusign Envelope ID: ECD5E34E-CC87-49FB-BF59-4EED42790744

FINANCIAL IMPLICATIONS:

The cost of the construction project was bid at $2,332,401.25 with contingencies of $466,480. Funds are available from two funding sources, Project CI2113, ARPA – West Side Interceptor Upsize Project and any amount in excess of ARPA funds will be paid from the Sewer User Funds which have been budgeted and appropriated to Project No. 24-113 (WW2001).

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Resolution.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Alternative No. 1: No Action - denial of this ordinance would cancel this project and deter future development.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 10-15-24 24-113 West Side Interceptor Upsize Project Attachment

Docusign Envelope ID: ECD5E34E-CC87-49FB-BF59-4EED42790744

RESOLUTION NO. 15777

A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF $2,332,401.25 TO RUSS GRADING AND EXCAVATING LLC AND SETTING FORTH $466,480 FOR CONTINGENCIES AND ADDITIONAL WORK, FOR PROJECT NO. 24-113 (WW2001) WEST SIDE INTERCEPTOR UPSIZE PROJECT AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE THE SAME

WHEREAS, competitive bids for the Project No. 24-113 (WW2001) West Side Interceptor Upsize Project have been received and examined; and

WHEREAS, the proposal of Russ Grading and Excavating LLC of Pueblo, Colorado was the lowest of those bids determined to be responsive; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

City Council authorizes Project No. 24-113 (WW2001) West Side Interceptor Upsize Project to be performed, and the contract for said project is hereby awarded to Russ Grading and Excavating LLC, in the amount of $2,332,401.25.

SECTION 2.

Funds are available from two funding sources, Project CI2113, ARPA – West Side Interceptor Upsize Project and any amount in excess of ARPA funds will be paid from the Sewer User Funds which have been budgeted and appropriated to Project No. 24-113 (WW2001).

SECTION 3.

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

SECTION 4.

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……$466,480

SECTION 5.

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.

Docusign Envelope ID: ECD5E34E-CC87-49FB-BF59-4EED42790744

SECTION 6.

This Resolution shall become effective immediately upon passage and approval.

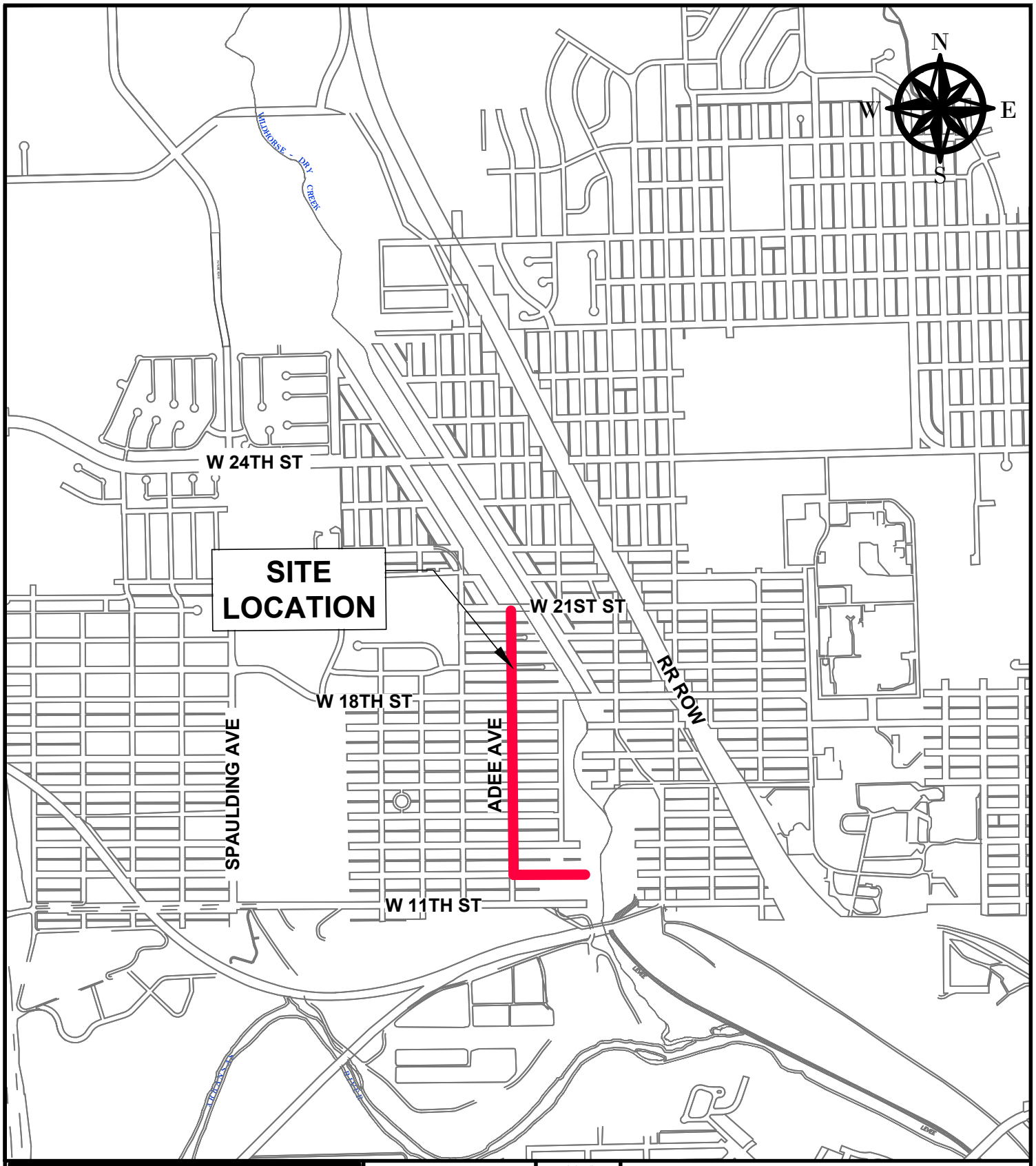
INTRODUCED: October 15, 2024

BY: Roger Gomez
MEMBER OF CITY COUNCIL

APPROVED: DocuSigned by: Mark Cliff B7A4E51823AB462...
PRESIDENT OF CITY COUNCIL

ATTESTED BY: Signed by: 330F90D300E24F8...
DEPUTY CITY CLERK

LOCATION MAP



city of PUEBLO colorado

PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
211 EAST "D" STREET PUEBLO, CO 81003
(719) 553-2295 PHONE
(719) 553-2294 FAX

SCALE (H): 1"=1500
SCALE (V): N/A

DATE: 9/19/24

24-114 (WW2001)

WEST SIDE INTERCEPTOR UPSIZE

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

EVALUATION TABULATION

IFB No. 24-113 (CI2113)

West Side Interceptor Upsize

RESPONSE DEADLINE: September 18, 2024 at 10:00 am
Report Generated: Wednesday, September 18, 2024

VENDOR TOTALS

Vendor	Total
Russ Grading & Excavating LLC	$2,332,401.25
Miller Pipeline, LLC	$2,788,045.00
Pate Construction Co., Inc.	$3,948,021.75
Global Underground Corporation	$4,408,327.88

BASE BID

Base Bid					Global Underground Corporation		Miller Pipeline, LLC		Pate Construction Co., Inc.		Russ Grading & Excavating LLC	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	1	Mobilization, Demobilization, Bonds and Insurance	1	LS	$352,496.00	$352,496.00	$43,900.00	$43,900.00	$744,645.00	$744,645.00	$155,000.00	$155,000.00
X	2	Traffic Control	1	LS	$197,934.26	$197,934.26	$98,000.00	$98,000.00	$74,638.00	$74,638.00	$56,000.00	$56,000.00
X	3	Conformance with GESC Requirements and Permit	1	LS	$52,245.10	$52,245.10	$41,000.00	$41,000.00	$49,759.00	$49,759.00	$15,000.00	$15,000.00
X	4	Bypass Pumping	1	LS	$305,184.95	$305,184.95	$120,000.00	$120,000.00	$519,982.00	$519,982.00	$226,500.00	$226,500.00
X	5	Trench Stabilization Material	65	TN	$42.52	$2,763.80	$450.00	$29,250.00	$58.25	$3,786.25	$98.00	$6,370.00
X	6	21-inch PVC Sewer Main (0-9.9' Depth)	296	LF	$471.84	$139,664.64	$275.00	$81,400.00	$332.50	$98,420.00	$210.00	$62,160.00
X	7	21-inch PVC Sewer Main (10-14.9' Depth)	2126	LF	$513.32	$1,091,318.32	$312.00	$663,312.00	$329.00	$699,454.00	$195.00	$414,570.00
X	8	21-inch PVC Sewer Main (15-19.9' Depth)	565	LF	$668.87	$377,911.55	$315.00	$177,975.00	$334.50	$188,992.50	$263.00	$148,595.00

Base Bid					Global Underground Corporation		Miller Pipeline, LLC		Pate Construction Co., Inc.		Russ Grading & Excavating LLC	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	9	Remove and Replace Ex SS - 21-inch PVC Sewer Main (0-9.9' Depth)	598	LF	$311.10	$186,037.80	$340.00	$203,320.00	$329.50	$197,041.00	$235.00	$140,530.00
X	10	Remove and Replace Ex SS - 21-inch PVC Sewer Main (10-14.9' Depth)	450	LF	$411.69	$185,260.50	$385.00	$173,250.00	$353.50	$159,075.00	$298.00	$134,100.00
X	11	Remove and Replace Ex SS - 21-inch PVC Sewer Main (15-19.9' Depth)	124	LF	$539.24	$66,865.76	$455.00	$56,420.00	$334.25	$41,447.00	$355.00	$44,020.00
X	12	5' Dia Epoxy Coated Concrete Manhole (0-9.9' Depth)	1	EA	$19,039.32	$19,039.32	$10,200.00	$10,200.00	$20,278.00	$20,278.00	$13,700.00	$13,700.00
X	13	5' Dia Epoxy Coated Concrete Manhole (10-14.9' Depth)	4	EA	$26,571.05	$106,284.20	$12,150.00	$48,600.00	$30,217.00	$120,868.00	$15,635.00	$62,540.00
X	14	5' Dia Epoxy Coated Concrete Manhole (15-19.9' Depth)	1	EA	$38,307.82	$38,307.82	$15,785.00	$15,785.00	$41,995.00	$41,995.00	$18,275.00	$18,275.00

Base Bid					Global Underground Corporation		Miller Pipeline, LLC		Pate Construction Co., Inc.		Russ Grading & Excavating LLC	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	15	6' Dia Epoxy Coated Concrete Manhole MH-7 (15-19.9' Depth)	1	EA	$20,164.47	$20,164.47	$21,070.00	$21,070.00	$45,397.00	$45,397.00	$25,470.00	$25,470.00
X	16	Remove and Replace MH-435613.0	1	LS	$35,256.96	$35,256.96	$20,905.00	$20,905.00	$33,258.00	$33,258.00	$18,782.00	$18,782.00
X	17	Remove and Replace MH-435490.0	1	LS	$35,037.12	$35,037.12	$14,930.00	$14,930.00	$32,744.00	$32,744.00	$17,145.00	$17,145.00
X	18	Remove and Replace MH-435487.7	1	LS	$34,960.38	$34,960.38	$20,660.00	$20,660.00	$32,168.00	$32,168.00	$18,706.00	$18,706.00
X	19	Remove and Replace MH-435495.0	1	LS	$33,670.35	$33,670.35	$17,580.00	$17,580.00	$31,824.00	$31,824.00	$15,056.00	$15,056.00
X	20	Abandon-in-Place (Pressure Grout) Existing 12-Inch Sanitary Sewer	1	LS	$13,308.86	$13,308.86	$3,900.00	$3,900.00	$12,440.00	$12,440.00	$10,500.00	$10,500.00
X	21	Pete Jimenez Park Site Preparation and Restoration	1	LS	$68,815.32	$68,815.32	$210,000.00	$210,000.00	$75,323.00	$75,323.00	$26,675.00	$26,675.00

Base Bid					Global Underground Corporation		Miller Pipeline, LLC		Pate Construction Co., Inc.		Russ Grading & Excavating LLC	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	22	Asphalt Pavement Replacement (T-Section)	3721	LF	$276.88	$1,030,270.48	$188.00	$699,548.00	$191.00	$710,711.00	$185.25	$689,315.25
X	23	Concrete Encasement of Sewer Pipeline	48	LF	$323.54	$15,529.92	$355.00	$17,040.00	$287.00	$13,776.00	$279.00	$13,392.00
Total						$4,408,327.88		$2,788,045.00		$3,948,021.75		$2,332,401.25

VENDOR QUESTIONNAIRE PASS/FAIL

Question Title	Global Underground Corporation	Miller Pipeline, LLC	Pate Construction Co., Inc.	Russ Grading & Excavating LLC
BID GUARANTEE	Pass	Pass	Pass	Pass
CONFIRMATION OF UNDERSTANDING AND OFFER	Pass	Pass	Pass	Pass
NAME, TITLE, AND CONTACT INFORMATION	Pass	Pass	Pass	Pass
SAM.gov REGISTRATION	Pass	Pass	Pass	
ACKNOWLEDGEMENTS				
AFFIRMATIVE ACTION PLAN REQUIREMENT:	Pass	Pass	Pass	Pass
COLORADO LABOR REQUIREMENT:	Pass	Pass	Pass	Pass
INSURANCE REQUIREMENTS	Pass	Pass	Pass	Pass
SPECIAL FUNDING REQUIREMENTS	Pass	Pass	Pass	Pass
CERTIFICATION REGARDING BYRD ANTI-LOBBYING	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

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City Clerk's Office Item # M2

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: October 15, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Andrew Hayes, Public Works Director

SUBJECT: A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF $1,438,085 TO MILLER PIPELINE LLC AND SETTING FORTH $287,617 FOR CONTINGENCIES AND ADDITIONAL WORK FOR PROJECT NO. 24-114 (CI2113) SANITARY SEWER EXTENSION AT NORTHERN AVENUE PROJECT AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE THE SAME

SUMMARY:

Attached is a Resolution awarding a construction contract to Miller Pipeline LLC for Project No. 24-114 (CI2113) Sanitary Sewer Extension at Northern Avenue Project. The City of Pueblo continues to experience and plan for growth.

PREVIOUS COUNCIL ACTION:

On July 25, 2022, by Resolution No. 14948, City Council approved the expenditure of $2,000,000.00 in American Rescue Plan Act (ARPA) funds to be used for constructing sewer infrastructure.

BACKGROUND:

In general, this project will consist of installing approximately 2,500 linear feet of 21-inch diameter pipe and installing the manholes associated with the sewer main as well as surface improvement necessary to complete the project detailed in the plans and specifications. Sanitary sewer will be extended from the intersection of Surfwood Lane and Highway 78 (Northern Avenue) to Bandera Parkway.

The total cost of the project is estimated at $1,725,702, including contingencies.

FINANCIAL IMPLICATIONS:

The cost of the construction project was bid at $1,438,085 with contingencies of $287,617. Funds are available and will be paid from Project CI2113, ARPA Funds –

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Infrastructure – Sewer North.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Resolution.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Alternative No. 1: No Action - denial of this ordinance would cancel this project and deter future development.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 10-15-24 24-114 Sanitary Sewer Extension at Northern Avenue Project Attachment

Docusign Envelope ID: ECD5E34E-CC87-49FB-BF59-4EED42790744

RESOLUTION NO. 15778

A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF $1,438,085 TO MILLER PIPELINE LLC AND SETTING FORTH $287,617 FOR CONTINGENCIES AND ADDITIONAL WORK FOR PROJECT NO. 24-114 (CI2113) SANITARY SEWER EXTENSION AT NORTHERN AVENUE PROJECT AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE THE SAME

WHEREAS, competitive bids for the Project No. 24-114 (CI2113) Sanitary Sewer Extension at Northen Avenue Project have been received and examined; and

WHEREAS, the proposal of Miller Pipeline LLC of Pueblo, Colorado was the lowest of those bids determined to be responsive; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

City Council authorizes Project No. 24-114 (CI2113) Sanitary Sewer Extension at Northern Avenue Project to be performed, and the contract for said project is hereby awarded to Miller Pipeline LLC, in the amount of $1,438,085.

SECTION 2.

Funds for Project 24-114 (CI2113) shall be from the ARPA Funds Infrastructure - Sewer North (Project Account CI2113).

SECTION 3.

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

SECTION 4.

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……$287,617

SECTION 5.

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.

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SECTION 6.

This Resolution shall become effective immediately upon passage and approval.

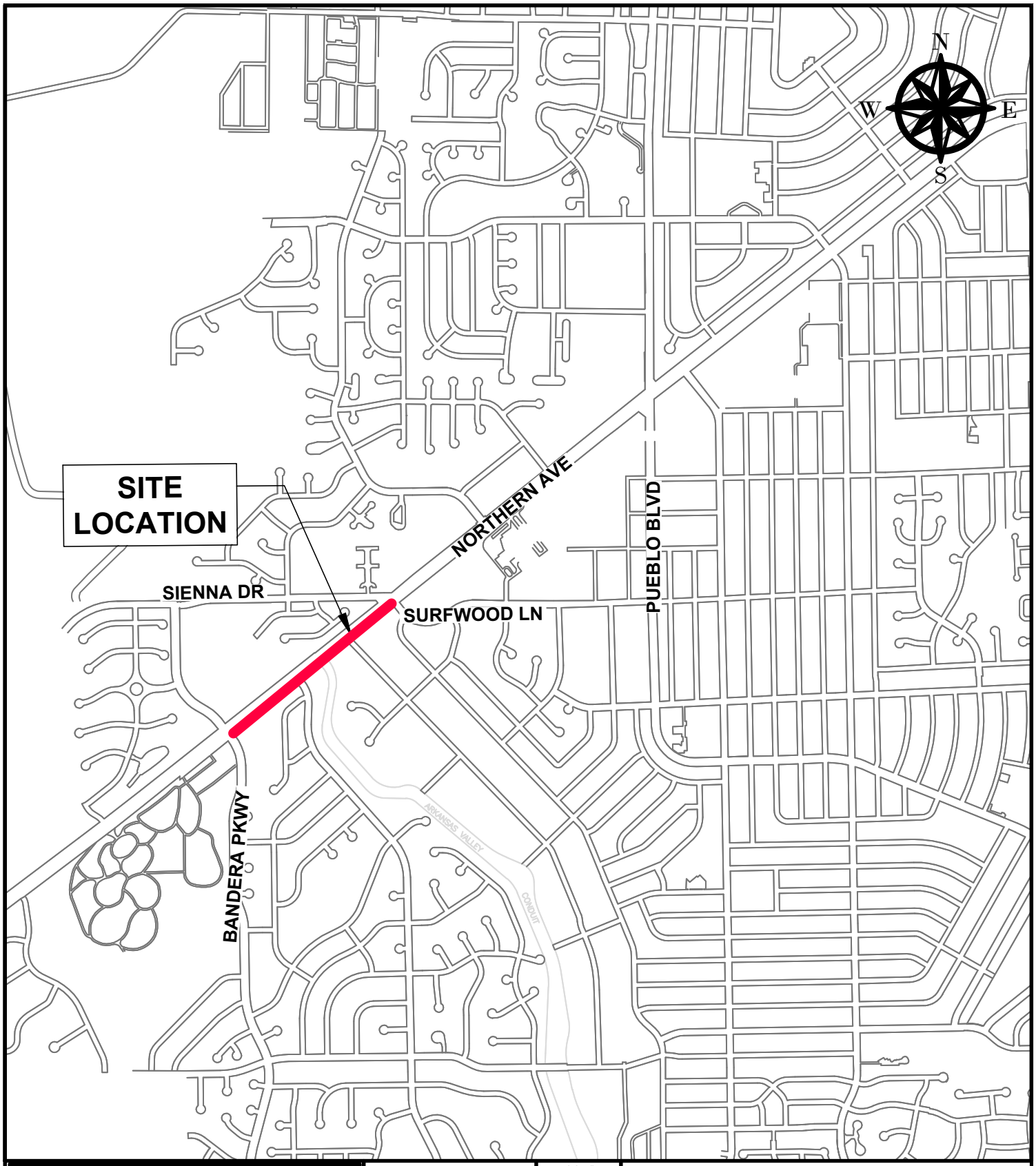
INTRODUCED: October 15, 2024

BY: Roger Gomez
MEMBER OF CITY COUNCIL

APPROVED: DocuSigned by: Mark Aliff
B7A4F51823AB462...
PRESIDENT OF CITY COUNCIL

ATTESTED BY: Signed by:
330F90D300E24F8...
DEPUTY CITY CLERK

LOCATION MAP



city of PUEBLO colorado

PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
211 EAST "D" STREET PUEBLO, CO 81003
(719) 553-2295 PHONE
(719) 553-2294 FAX

SCALE (H): 1"=1500
SCALE (V): N/A

DATE: 9/19/24

24-113 (CI2113)

SANITARY SEWER EXTENSION AT NORTHERN AVE

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

EVALUATION TABULATION

IFB No. 24-114 (CI2113)

Sanitary Sewer Extension at Northern Avenue

RESPONSE DEADLINE: September 18, 2024 at 10:30 am
Report Generated: Wednesday, September 18, 2024

VENDOR TOTALS

Vendor	Total
Miller Pipeline, LLC	$1,438,085.00
Global Underground Corporation	$1,448,577.00
Pate Construction Co., Inc.	$2,008,667.00

BASE BID

Base Bid					Global Underground Corporation		Miller Pipeline, LLC		Pate Construction Co., Inc.	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	1	Mobilization, Demobilization, Bonds and Insurance	1	LS	$103,509.00	$103,509.00	$127,000.00	$127,000.00	$64,990.00	$64,990.00
X	2	Traffic Control	1	LS	$59,957.00	$59,957.00	$115,000.00	$115,000.00	$217,356.00	$217,356.00
X	3	Conformance with GESC Requirements and Permit	1	LS	$47,696.00	$47,696.00	$20,000.00	$20,000.00	$38,779.00	$38,779.00
X	4	Utility Test Hole of Existing Utility Ahead of Construction	2	EA	$1,353.00	$2,706.00	$4,000.00	$8,000.00	$11,682.00	$23,364.00
X	5	Trench Stabilization Material	53	TN	$114.00	$6,042.00	$82.00	$4,346.00	$37.50	$1,987.50
X	6	12-inch PVC Sewer Main (10-14.9' Depth)	93	LF	$156.00	$14,508.00	$200.00	$18,600.00	$407.00	$37,851.00
X	7	21-inch PVC Sewer Main (0-9.9' Depth)	1363	LF	$213.00	$290,319.00	$240.00	$327,120.00	$303.50	$413,670.50
X	8	21-inch PVC Sewer Main (10-14.9' Depth)	840	LF	$235.00	$197,400.00	$290.00	$243,600.00	$337.50	$283,500.00
X	9	21-inch PVC Sewer Main (15-19.9' Depth)	223	LF	$256.00	$57,088.00	$353.00	$78,719.00	$628.00	$140,044.00

Base Bid					Global Underground Corporation		Miller Pipeline, LLC		Pate Construction Co., Inc.	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	10	Remove and Replace MH-364029.7	1	LS	$59,652.00	$59,652.00	$42,000.00	$42,000.00	$45,355.00	$45,355.00
X	11	5' Dia Epoxy Coated Concrete Manhole (0-9.9' Depth)	1	EA	$19,974.00	$19,974.00	$12,000.00	$12,000.00	$30,445.00	$30,445.00
X	12	5' Dia Epoxy Coated Concrete Manhole (10-14.9' Depth)	5	EA	$21,118.00	$105,590.00	$14,000.00	$70,000.00	$31,268.00	$156,340.00
X	13	Bypass Pumping	1	LS	$57,329.00	$57,329.00	$50,000.00	$50,000.00	$68,274.00	$68,274.00
X	14	Seeding and Surface Restoration	1	LS	$81,251.00	$81,251.00	$40,000.00	$40,000.00	$74,900.00	$74,900.00
X	15	Asphalt Pavement and Surface Restoration	1	LS	$99,484.00	$99,484.00	$35,000.00	$35,000.00	$123,011.00	$123,011.00
X	16	Concrete Encasement of Sewer Pipeline	48	LF	$314.00	$15,072.00	$400.00	$19,200.00	$475.00	$22,800.00
X	17	Rock Excavation (Allowance)	1750	CY	$132.00	$231,000.00	$130.00	$227,500.00	$152.00	$266,000.00
Total						$1,448,577.00		$1,438,085.00		$2,008,667.00

VENDOR QUESTIONNAIRE PASS/FAIL

Question Title	Global Underground Corporation	Miller Pipeline, LLC	Pate Construction Co., Inc.
BID GUARANTEE	Pass	Pass	Pass
CONFIRMATION OF UNDERSTANDING AND OFFER	Pass	Pass	Pass
NAME, TITLE, AND CONTACT INFORMATION	Pass	Pass	Pass
SAM.gov REGISTRATION	Pass	Pass	Pass
ACKNOWLEDGEMENTS			
AFFIRMATIVE ACTION PLAN REQUIREMENT:	Pass	Pass	Pass
COLORADO LABOR REQUIREMENT:	Pass	Pass	Pass
INSURANCE REQUIREMENTS	Pass	Pass	Pass
SPECIAL FUNDING REQUIREMENTS	Pass	Pass	Pass
CERTIFICATION REGARDING BYRD ANTI-LOBBYING	Pass	Pass	Pass
SALES AND/OR USE TAX INFORMATION	Pass	Pass	Pass
Has/is this firm or any officer or partner of this firm:			
Convicted of a criminal offense	Pass	Pass	Pass
Convicted under state or federal statutes	Pass	Pass	Pass
Convicted under state or federal antitrust statutes	Pass	Pass	Pass
Failed to perform	Pass	Pass	Pass
Suspension or Debarment	Pass	Pass	Pass
Unqualified	Pass		Pass
Unlicensed	Pass		Pass
Delinquent	Pass		Pass
Confirmation	Pass		Pass

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City Clerk's Office Item # M3

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: October 15, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Andrew Hayes, Public Works Director

SUBJECT: A RESOLUTION AWARDING AN AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES IN THE AMOUNT OF $262,925.00 TO RESPEC COMPANY, LLC, A SOUTH DAKOTA LIMITED LIABILITY COMPANY, FOR PROJECT NO. 24-098 STATE FAIR AND BESSEMER NEIGHBORHOOD DRAINAGE IMPROVEMENTS DESIGN AND ANALYSIS AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE THE SAME

SUMMARY:

This Resolution awards an Agreement for Professional Engineering Services to RESPEC Company, LLC, to render certain professional planning, design, civil engineering, and related services. RESPEC Company, LLC, was determined to be the most responsible bidder and will be awarded a contract in the amount of $262,925.00.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

Several areas around the Colorado State Fairgrounds and Bessemer neighborhood experience frequent flooding events each year due to undersized storm sewer systems.

This project will perform a detailed hydrologic and hydraulic analysis of the overall basin, develop a model for different storm events, and identify the extent of flooding throughout the basin. The engineering consultant will recommend feasible design improvements to mitigate flooding problems throughout the basin and give the associated design alternatives for the City to decide on at a later date.

In July 2024, the City of Pueblo Stormwater Utility solicited Requests for Proposals for engineering design services for the State Fair and Bessemer Neighborhood Drainage

Docusign Envelope ID: ECD5E34E-CC87-49FB-BF59-4EED42790744

Improvements Design and Analysis Project. After reviewing the proposals, RESPEC Company was determined to be the most advantageous to the City of Pueblo, and in the best interest of the City of Pueblo, based on the evaluation factors set forth in the Request for Proposals.

FINANCIAL IMPLICATIONS:

Funding in the amount of $262,925.00 will be paid from SW2003 – Replacement – Summit St PH 1.

BOARD/COMMISSION RECOMMENDATION:

Not Applicable to this Resolution.

STAKEHOLDER PROCESS:

Not Applicable to this Resolution.

ALTERNATIVES:

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

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 24-098 Agreement

Docusign Envelope ID: ECD5E34E-CC87-49FB-BF59-4EED42790744

RESOLUTION NO. 15779

A RESOLUTION AWARDING AN AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES IN THE AMOUNT OF $262,925.00 TO RESPEC COMPANY, LLC, A SOUTH DAKOTA LIMITED LIABILITY COMPANY, FOR PROJECT NO. 24-098 STATE FAIR AND BESSEMER NEIGHBORHOOD DRAINAGE IMPROVEMENTS DESIGN AND ANALYSIS AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE THE SAME

WHEREAS, the Proposal by RESPEC Company, LLC, for Project No. 24-098 State Fair and Bessemer Neighborhood Drainage Improvements Design and Analysis, has been received and examined; AND,

WHEREAS, the Proposal by RESPEC Company, LLC, was determined to be the most advantageous to the City of Pueblo, and in the best interest of the City of Pueblo, based on the evaluation factors set forth in the Request for Proposals; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The City Council authorizes Project No. 24-098 State Fair and Bessemer Neighborhood Drainage Improvements Design and Analysis to be performed, and the contract for said services is hereby awarded to RESPEC Company, LLC, in the amount of $262,925.00.

SECTION 2.

Funds for said Agreement shall be paid from Project Account SW2003 – Replacement – Summit Street PH 1.

SECTION 3.

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

SECTION 4.

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

Docusign Envelope ID: ECD5E34E-CC87-49FB-BF59-4EED42790744

SECTION 5.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: October 15, 2024

BY: Roger Gomez
MEMBER OF CITY COUNCIL

APPROVED: DocuSigned by: Mark Cliff B7A4F51823AB462...
PRESIDENT OF CITY COUNCIL

ATTESTED BY: Signed by: 33D590D300E24F8...
DEPUTY CITY CLERK

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES BY AND BETWEEN CITY OF PUEBLO AND RESPEC COMPANY LLC

24-098

STATE FAIR AND BESSEMER NEIGHBORHOOD DRAINAGE IMPROVEMENTS AND ANALYSIS

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES BY AND BETWEEN CITY OF PUEBLO AND RESPEC COMPANY LLC

1. INTRODUCTION

THIS AGREEMENT ("Agreement") made and entered this _____ day of _____, 20____, by and between the City of Pueblo, a Municipal Corporation (hereinafter referred to as "City") and RESPEC Company, LLC, a South Dakota Limited Liability Company authorized to do business in Colorado, (hereinafter referred to as "Consultant") a professional engineering firm, for Consultant to render certain professional hydrologic and hydraulic analysis, planning, design, engineering, consulting, and related services for City in connection with Bid 24-098, State Fair and Bessemer Neighborhood Drainage Improvements Design and Analysis, hereinafter referred to as the "Project." In consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

Consultant shall satisfactorily perform professional hydrologic and hydraulic analysis, planning, design, engineering, consulting, and related services for all phases of Project indicated below:

Phase 1 - Baseline Hydrology & Hydraulics

Phase 2 - Alternatives Analysis

Phase 3 - Conceptual Design

A. Upon completion of any phase, Consultant shall not proceed with work on the next phase, if any, until authorized in writing by City to proceed therewith.

B. Such services shall include all usual and customary professional engineering/consulting services and the furnishing (directly or through its professional subconsultants and subcontractors) of customary and usual engineering (including civil, structural, mechanical, and electrical engineering) and other services including design, environmental, and planning. Consultant shall also provide any landscape engineering, surveying, and geotechnical services incidental to its work on the Project.

C. In performing the professional services, Consultant shall complete the work items described generally in Schedule 1 attached hereto and incorporated herein and incorporated herein by reference (the "Services") and the items identified in Section 2 of this Agreement which are applicable to each phase for which Consultant is to render professional services.

D. Professional consulting services (whether furnished directly or through a professional subconsultant or subcontractor) shall be performed under the direction and supervision of a registered engineer in good standing and duly licensed to practice in the State of Colorado.

E. Surveying work included within or reasonably contemplated by this Agreement shall be performed under the direction and supervision of a registered Professional Land Surveyor in good standing and duly licensed to practice in the State of Colorado. All plats and surveys produced under this Agreement shall be signed by and bear the seal of said Professional Land Surveyor.

F. Any engineering services provided under this Agreement shall be performed under the direction and supervision of registered/licensed engineer in the State of Colorado.

2. CONSULTANT'S RESPONSIBILITIES

2.1. Consultant's Responsibilities

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

A. Consultant shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all of Consultant's work, including that performed by Consultant's subconsultants and subcontractors, and including designs, drawings, specifications, reports, and other services, irrespective of City's approval or acquiescence to same. Consultant shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in its work.

B. Consultant shall be responsible, in accordance with applicable law, to City for all loss or damage to City caused by Consultant's negligent act or omission; except that Consultant hereby irrevocably waives and excuses City and its attorneys from compliance with any requirement to obtain a certificate of review as a condition precedent to commencement of an action, including any such requirements set forth in Section 13-20-602, C.R.S. or similar statute.

C. Consultant's professional responsibility shall comply with the standard of care applicable to the type of engineering and consulting services provided, commensurate with the size, scope, and nature of the Project.

D. Consultant shall be completely responsible for the safety of Consultant's employees in the execution of work under this Agreement, shall provide all necessary safety equipment for said employees, and shall hold harmless and indemnify and defend City from any and all claims, suits, loss, or injury to Consultant's employees.

E. Consultant acknowledges that, due to the nature of engineering and related professional services and the impact of same on the Project, the City has a substantial interest in the personnel and consultants to whom Consultant assigns principal responsibility for services performed under this Agreement. Consequently, Consultant represents that Consultant has selected and intends to employ or assign the key personnel and consultants identified in Schedule 4 "Identification of Personnel, Subcontractors, and Task Responsibility", attached hereto for the Project assignments and areas of responsibility stated therein. Within 10 days of execution of this Agreement, City shall have the right to object in writing to employment on the Project of any such key person, consultant, or assignment of principal responsibility, in which case Consultant will employ alternate personnel for such function or reassign such responsibility to another to whom City has no reasonable objection. Thereafter, Consultant shall not assign or reassign Project work to any person to whom City has reasonable objection.

1. Within five (5) days of execution of this Agreement, Consultant shall designate in writing a Project representative who shall have complete authority to bind Consultant, and to whom City should address communications.

F. Promptly after execution of this Agreement and upon receipt of authorization from City to proceed, Consultant shall submit to City for approval a schedule showing the order in which Consultant proposes to accomplish its work, with dates on which it will commence and complete each major work item. The schedule shall provide for performance of the work in a timely manner so as to not delay City's timetable for achievement of interim tasks and final completion of Project work, provided however, the Consultant will not be responsible for delays beyond its control.

G. Before undertaking any work which Consultant considers beyond or in addition to the scope of work and services which Consultant has contractually agreed to perform under the terms of this Agreement, Consultant shall advise City in writing (1) that Consultant considers the work beyond the scope of this Agreement, (2) the reasons the Consultant believes the out of scope or additional work should be performed, and (3) a reasonable estimate of the cost of such work. Consultant shall not proceed with such out of scope or additional work until authorized in writing by City. The compensation for such authorized work shall be negotiated, but in the event the parties fail to negotiate or are unable to agree as to compensation, then Consultant shall be compensated for its direct costs and professional time at the rates set forth in Schedule 2 "Fee Schedule".

3. CITY'S RESPONSIBILITIES

City shall:

A. Designate a representative to whom all communications from Consultant shall be directed and who shall have limited administrative authority on behalf of City to receive and transmit information and make decisions with respect to Project. Said representative shall not, however, have authority to bind City as to matters of legislative or fiscal policy.

B. Advise Consultant of City's Project requirements including objective, project criteria, use and performance requirements, special considerations, physical limitations, financial constraints, and required construction contract provisions and standards.

C. Provide Consultant with available information pertinent to the Project including any previous reports, studies or data possessed by City which relates to design or construction of the Project.

D. Assist in arranging for Consultant to have access to enter private and public property as required for Consultant to perform its services.

E. Examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by Consultant, and render written decisions pertaining thereto within a reasonable time. The City's approval of drawings, design, specifications, reports and incidental engineering work or materials furnished hereunder shall not in any way relieve the Consultant of responsibility

for the professional adequacy of the work. The City's review, approval, or acceptance of, or payment for, any of the services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

F. Upon advice of the necessity to do so from Consultant, obtain required approvals and permits for the Project. The Consultant shall provide all supportive documents and exhibits necessary for obtaining said approvals and permits.

G. Notify Consultant whenever City becomes aware of any substantial development or occurrence which materially affects the scope or timing of Consultant's services.

H. City shall perform its obligations and render decisions within a reasonable time under the presented circumstances. However, given the nature of City's internal organization and requirements, a period of 14 days shall be presumed reasonable for any decision not involving policy decision or significant financial impact. A period of 45 days shall be presumed reasonable for City to act with respect to any matter involving policy or significant financial impact.

4. TIME FOR PERFORMANCE

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

5. PAYMENT

1. City will pay to Consultant as full compensation for all services required to be performed by Consultant under this Agreement, except for services for additional work or work beyond the scope of this Agreement, an amount not to exceed $262,925.00 in the aggregate as set forth in Schedule 2 "Fee Schedule" and computed in accordance with this Section. In the event compensation for services is set forth in Schedule 2 as to each phase of work indicated in Section 1 of this Agreement, the maximum amount of compensation for any phase shall not exceed the amount specified in Schedule 2 for such phase.

2. Consultant shall submit periodic, but not more frequently than monthly, applications for payment, aggregating to not more than the maximum amount set forth above, for actual professional services rendered and reimbursable expenses incurred. Such applications shall be submitted based upon the hourly rates and expense reimbursement provisions set forth in Schedule 2 attached hereto and shall contain appropriate documentation that such services have been performed and expenses incurred. Thereafter, City shall pay Consultant for the amount of the application within 45 days of the date of such application is received, provided that sufficient documentation has been furnished, and further provided that City will not be required to pay more than 90% of the maximum amount unless the Consultant's services on

the Project phases for which this Agreement is applicable have been completed to City's reasonable satisfaction and all required Consultant submittals have been provided.

3. No separate or additional payment shall be made for profit, overhead, local telephone expenses, lodging, routine photocopying, computer time, secretarial or clerical time or similar expenses unless otherwise provided and listed in Schedule 2 - "Fee Schedule."

4. No compensation shall be paid to Consultant for services required and expenditures incurred in correcting Consultant's mistakes or negligence.

5. Compensation for authorized work beyond the scope of this Agreement shall be governed by Section 2.

6. TERMINATION

A. City reserves the right to terminate this Agreement and Consultant's performance hereunder, at any time upon written notice, either for cause or for convenience. Upon such termination, Consultant and its subcontractors shall cease all work, stop incurring expenses, and shall promptly deliver to City all data, drawings, specifications, reports, plans, calculations, summaries and all other information, documents, work product and materials as Consultant may have accumulated in performing this Agreement, together with all finished work and work in progress. Consultant shall at all times act in good faith with respect to the orderly transfer of work to the City or any entity designated by City.

B. Upon termination of this Agreement for events or reasons not the fault of Consultant, Consultant shall be paid at the rates specified in Schedule 2 for all services rendered and reasonable costs incurred to the date of termination; together with any reasonable costs incurred within 10 days of termination provided such latter costs could not be avoided or were incurred in mitigating loss or expenses to Consultant or City. Consultant shall provide a detailed final invoice to the City within fourteen (14) calendar days from the effective date of termination, itemizing the work completed, costs incurred, and any outstanding payments due. In no event shall payment to Consultant upon termination exceed the maximum compensation provided for complete performance in Section 5, and the Consultant expressly waives any right to claim damages, including but not limited to lost profits, anticipated revenue, or indirect or consequential damages arising out of or relating to the termination for convenience.

C. In the event termination of this Agreement or Consultant's services is for breach of this Agreement by Consultant, or for other fault of Consultant including but not limited to any failure to timely proceed with work, or to pay its employees and Consultants, or to perform work in compliance with this Agreement, or to perform work in a manner deemed satisfactory by City's Project Representative, then in that event, Consultant's entire right to compensation shall be limited to the lesser of: (a) the reasonable value of completed work to City, or (b) payment at the rates

specified in Schedule 2 for services satisfactorily performed and reimbursable expenses reasonably incurred, prior to date of termination.

D. Consultant's responsibility for its completed work and services shall survive any termination.

7. GENERAL PROVISIONS

7.1. Ownership of Documents

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

7.2. Advertising

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

7.3. Equal Employment Opportunity

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

7.4. Access to Property Not Under City's Control

Consultant acknowledges that the Project may require access to property not under the control of City at the time of execution of this Agreement. Consultant and Consultant's employees and consultants shall, at Consultant's expense, obtain all additional necessary approvals and clearances required for access to such property. City shall assist Consultant in obtaining access to such property at reasonable times but make no warranty or representation whatsoever regarding access to such property. Consultant understands and agrees that entry to properties not under City's control may require Consultant to comply with the terms of separate access agreements to be negotiated hereafter with owners of such property.

7.5. Notices

Any and all notices or other communications required or permitted by this Agreement or by law to be served on or given to either the City or the Consultant by the other party shall be in writing and shall be deemed duly served and given when personally delivered to the party to whom it is directed, or in lieu of such personal service when deposited in the United States mail, first-class postage prepaid, addressed to the City of Pueblo, Stormwater Department, Attn: Charles Roy, 211 E. D Street, Pueblo, CO, 81003, Pueblo, CO, 81003; or to the Consultant, RESPEC Company, LLC, Alan Leak, 720 S. Colorado Blvd, Suite 410S, Denver, CO 80110. Either party may change their address for the purpose of this paragraph by giving written notice of such change to the other party in the manner provided in this paragraph.

7.6. Entire Agreement

This instrument contains the entire agreement between the City and the Consultant respecting the Project, and any other written or oral agreement or representation respecting the Project or the duties of either the City or the Consultant in relation thereto not expressly set forth in this instrument are null and void. Notwithstanding the foregoing, the terms of Bid 24-098, State Fair and Bessemer Neighborhood Drainage Improvements Design and Analysis are hereby incorporated herein, and Consultant agrees to abide by and comply with the same. In the event of any conflict between any provision of this Agreement and a provision of any Schedule or attachment to this Agreement, the provision in this Agreement shall control and supersede the conflicting provision in the Schedule or attachment. Any inconsistent resolution provision in any attachment to this Agreement shall be void.

7.7. Subcontracts

A. City acknowledges that Consultant is the prime contractor and the only party with whom City has a contractual relationship under this Agreement. To the extent Consultant performs any Project activities through subconsultants or subcontractors, Consultant shall contractually bind each of its subconsultants and subcontractors by subcontract agreement to all of the terms of this Agreement which are for the benefit of City, and City shall be a third-party beneficiary of those subcontract provisions.

B. Consultant shall indemnify and defend City from all claims and demands for payment for services provided by subcontractors of Consultant.

C. Consultant acknowledges that, due to the nature of the services to be provided under this Agreement, the City has a substantial interest in the personnel and consultants to whom Consultant assigns principal responsibility for services performed under this Agreement. Consequently, Consultant represents that it has selected and intends to employ or assign the key personnel and consultants identified in its proposal submitted to City prior to execution of this Agreement to induce City to enter this Agreement. Consultant shall not change such consultants or key personnel except after giving notice of a proposed change to City and receiving City's consent thereto. Consultant shall not assign or reassign Project work to any person to whom City has reasonable objection.

7.8. Successors and Assigns

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

7.9. Amendments

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

7.10. Choice of Law, Jurisdiction, and Venue

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

7.11. Severability

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

7.12. Appropriations

Subject to execution of this Agreement by the Director of Finance certifying that a balance of appropriation exists and funds are available, the amount of money appropriated for this Agreement is equal to or in excess of the maximum compensation payable hereunder; provided, however, that if work is phased and subject to annual appropriation, funds only in the amount of initial appropriation are available and Consultant shall confirm availability of funds before proceeding with work exceeding initial and subsequent annual appropriations.

8. DISPUTES

Except as herein specifically provided otherwise, disputes concerning the performance of this Agreement which the designated Agreement representatives cannot resolve shall be referred in writing to the Mayor's Office for the City for a final determination of the issue. The Parties agree that participation in

this administrative procedure shall be a condition precedent to the initiation of litigation, except in the case of an emergency or other conditions that entitle either Party to seek injunctive or emergency relief from a court of competent jurisdiction, in which no participation in the preceding alternative dispute resolution process shall be required.

9. INSURANCE

9.1. Conditions

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

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

9.2. Minimum Requirements

A. Commercial General Liability Insurance. The Consultant shall secure and maintain during the period of this agreement and for such additional time as work on the project is being performed, Commercial General Liability Insurance issued to and covering the liability of the Consultant with respect to all work performed by it and all its subcontractors under the agreement, to be written on a comprehensive policy form. This insurance shall be written in amounts not less than $1,000,000 for each occurrence and aggregate for personal injury including death and bodily injury and $1,000,000 for each occurrence and aggregate for property damage. This policy of insurance shall name the City of Pueblo, its agents, officers and employees as additional insureds. The policy shall also provide coverage for contractual liability assumed by Consultant under the provisions of the agreement.

B. Comprehensive Automobile Liability Insurance. The Consultant shall procure and maintain during the period of the agreement and for such additional time as work on the project is being performed, Comprehensive Automobile Liability Insurance. This insurance shall be written with limits of liability for and injury to one person in any single occurrence of not less than $350,000 and for any injury to two or more persons in any single occurrence of not less than $1,000,000. Alternate coverage of combined single limit, each accident, in an amount of not less than $1,000,000 may be accepted at the discretion of the Purchasing Director. This insurance shall include uninsured/underinsured motorist coverage and shall protect the Consultant from any and all claims arising from the use both on and off the site of the project of automobiles whether owned, leased, hired or used by Consultant.

C. Workers' Compensation Insurance complying with statutory requirements in Colorado and in any other state or states where the work is performed. The Workers' Compensation Insurance policy shall contain an endorsement waiving subrogation against the City.

D. Professional Liability Insurance with coverage of not less than $1,000,000 in a form and with a deductible acceptable to City.

9.3. Governmental Immunity

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

10. ACCESSIBILITY

The Americans with Disabilities Act (ADA) provides that it is a violation of the ADA to design and construct a facility for first occupancy later than January 26, 1993, that does not meet the accessibility and usability requirements of the ADA except where an entity can demonstrate that it is structurally impractical to meet such requirements. The Consultant therefore, will use its best reasonable professional efforts to implement applicable ADA requirements and other federal, state, and local laws, rules codes, ordinances and regulations as they apply to the Project.

11. IMMIGRATION REFORM AND CONTROL ACT OF 1986

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

12. PERA LIABILITY

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

13. SCHEDULES

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

- Schedule 1 - "Scope of Services" consisting of 5 pages.
- Schedule 2 - "Fee Schedule" consisting of 7 pages.

- Schedule 3 - "Work Schedule" consisting of 1 page.
- Schedule 4 - "Identification of Personnel, Subcontractors, and Task Responsibility" consisting of 4 pages.

14. SIGNATURE

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

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

(Continue to following page)

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

CITY OF PUEBLO, A MUNICIPAL CORPORATION

By_____
Naomi Hedden, Director of Purchasing

Attest_____
Marisa Stoller, City Clerk

[SEAL]

RESPEC Company, LLC

By_____
Alan, Leak, PE, Principal-In-Charge

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

_____
Danny Nunn, Interim Finance Director

APPROVED AS TO FORM
DEPARTMENT OF LAW

_____
Robert P. Jagger, Deputy City Attorney

Attachments: Schedule 1 - Scope of Services
Schedule 2 - Fee Schedule
Schedule 3 - Work Schedule
Schedule 4 - Identification of Personnel, Subcontractors, and Task Responsibility
Additional Information for Agreement

Schedule 1

Scope of Service

Excerpt from Request for Proposal dated July 16, 2024, Section 3

3. CONSULTANT SCOPE OF SERVICE & PROJECT REQUIREMENTS

3.1. Objective

A. The City of Pueblo is soliciting proposals for a consultant to provide hydrologic and hydraulic analysis, planning, design, engineering, and related consulting services for the State Fair and Bessemer Neighborhood Basin in the City of Pueblo, Colorado.

B. This project is intended to study and design improvements to the overall basin to incorporate the following:

1. Improved stormwater conveyance
2. Reduction in flooding

C. Improvements may include any combination of the following:

1. Upsizing the existing storm system.
2. Providing separate outfalls for contributing systems.
3. Providing detention pond storage to reduce peak flow.
4. Stormwater infrastructure relocation.
5. Incorporating Water Quality where reasonable.

D. The awarded Consultant shall complete the awarded phase(s) of the project as outlined in the Scope of Service shown below.

3.2. Scope of Service

A. All drawings, reports, designs, plans, specifications, etc. shall follow City's format. Designs shall comply with the most current versions of the following documents. These documents are included by reference in the specifications for this RFP and any future agreement(s). T**he Consultant is responsible for downloading and/or obtaining copies of all listed documents.**

1. City of Pueblo Standard Construction Specifications and Standard Details
2. Roadway Classification Design Standards and Policies, Pueblo, Colorado
3. Pavement Design Criteria for City of Pueblo, Colorado
4. Drainage Criteria Manual
5. Manual on Uniform Traffic Control Devices (MUTCD)
6. Public Right-of-Way Accessibility Guidelines (PROWAG)

B. **Phase 1 - Baseline Hydrology & Hydraulics**

1. Hold a kick-off meeting with appropriate City staff to discuss project approach and design criteria.
2. Perform fieldwork (field investigation, surveying, etc.) as required to provide basin analysis, 2D model, alternative analysis and conceptual designs.
    a. The City will provide GIS records and any known copies of utility plans of record for reference, but it is ultimately the responsibility of the Consultant to verify locations, sizes, and types of utilities including stormwater infrastructure that outfalls to the Arkansas River that may impact the project approach and design alternatives.
    b. The City will provide the Consultant with GIS records and an area specific 2-foot topographic contour AutoCAD file for basin delineation.
3. Review existing drainage basin planning studies, existing development reports, and drainage patterns.
4. Consultant shall conduct a detailed hydrologic and hydraulic analysis, the analysis shall be comprised of the following two parts:
    a. Basin analysis shall be conducted following City of Pueblo's Drainage Criteria Manual. Basins over 90 acres are required to use CUHP with flows routed in SWMM.
    b. 2D Hydrologic / hydraulic model shall demonstrate potential flooding extents within the State Fair and Bessemer Neighborhood Basin. Model analysis for the 2-year, 5-year, 10-year, 25-year, and 100-year design storm events shall be performed. The model shall be 2D that include surface and subsurface flows of existing pipe networks.
5. A drainage report and plan shall be prepared presenting the results from the basin analysis and hydrologic/hydraulic 2D model. The drainage report shall be comprised of one part:
    a. Part I - Consultant shall present the findings from the hydrologic/hydraulic model and clearly identify flooding areas and undersized storm systems through out the basin.
6. Consultant shall furnish one (1) electronic copy of each above referenced submittal report to the City.
7. Allow a minimum two (2) full weeks for City staff review.
8. Coordinate a meeting with the City staff to review the basin analysis, 2D model and report comments.
9. Incorporate review and comments into the report after the Meeting.

C. **Phase 2 - Alternatives Analysis**

1. Consultant shall provide design alternatives, significant design assumptions, design risks and advantages/disadvantages inherent in or presented by design alternatives and make

recommendations to the City based thereon. Consultant at a minimum shall provide three (3) recommendations to improve the overall basins stormwater conveyance, water quality and reduce flooding within the basin. The recommendations shall take in account, feasibility, cost, and impact to the basins stormwater conveyance, water quality and reduction in flooding.

2. A drainage report and plan shall be prepared presenting the results from the basin analysis and hydrologic/hydraulic 2D model with recommendations for feasible design improvements to the State Fair and Bessemer Neighborhood Basin. The drainage report shall be comprised of two parts:

    i. Part I - Consultant shall present the findings from the hydrologic/hydraulic model and clearly identify flooding areas and undersized storm systems through out the basin.

    ii. Part II - Consultant shall provide design alternatives, significant design assumptions, design risks and advantages/disadvantages inherent in or presented by design alternatives and make recommendations to the City based thereon. Consultant at a minimum shall provide three (3) recommendations to improve the overall basins stormwater conveyance, water quality and reduce flooding within the basin. The recommendations shall take in account, feasibility, cost, and impact to the basins stormwater conveyance, water quality and reduction in flooding.

3. Consultant shall furnish one (1) electronic copy of each above referenced submittal report to the City.
4. Allow a minimum two (2) full weeks for City staff review.
5. Coordinate a meeting with the City staff to review the report comments.
6. Incorporate review and comments into the report after the Meeting.

D. **Phase 3 - Conceptual Design**

1. Consultant shall provide design concept drawings for each solution approved by the City to determine feasibility of proposed design solutions. By no means are these drawings meant to be used for construction. The drawings should be plan view only showing proposed location of stormwater infrastructure. The consultant shall perform an 811 Locate Engineering Request for existing utilities and be responsible for undertaking any surveying needed to ensure the feasibility of the design solutions. Finally, the Consultant shall provide cost estimate for each design solution.
2. A Final Drainage Report shall be prepared comprised of three parts:

    a. Part I - Consultant shall present the findings from the hydrologic/hydraulic model and clearly identify flooding areas and undersized storm systems throughout the basin.

b. Part II - Consultant shall provide design alternatives, significant design assumptions, design risks and advantages/disadvantages inherent in or presented by design alternatives and make recommendations to the City based thereon. Consultant at a minimum shall provide three (3) recommendations to improve the overall basins stormwater conveyance, water quality and reduce flooding within the basin. The recommendations shall take into account, feasibility, cost, and impact to the basin's stormwater conveyance, water quality and reduction in flooding.

c. Part III - Consultant shall provide design concept drawings for each solution approved by the City to determine feasibility of proposed design solutions. By no means are these drawings meant to be used for construction. The drawings should be plan view only showing proposed location of stormwater infrastructure. The consultant shall perform an 811 Locate Engineering Request for existing utilities and be responsible for undertaking any surveying needed to ensure the feasibility of the design solutions. Finally, the Consultant shall provide cost estimate for each design solution.

3. Consultant shall make reasonable revisions to the report requested by the City, informing the City of any change in probable construction costs as a result of such revisions.
4. Consultant shall provide technical criteria, written descriptions, and design data for City's use, and disclose any significant risks and advantages/disadvantages inherent in or presented by design choices.
5. Consultant shall allow a minimum two (2) full weeks for City staff review.
6. Consultant shall coordinate a meeting with the City staff to review the design plan comments.
7. Consultant shall Incorporate review and comments into documents after the Meeting.
8. Consultant shall furnish one (1) hard copy and one (1) electronic copy of the Final Drainage Report and provide all drawings, cost estimates, basin analysis and 2D model in their native formats (AutoCAD, Excel, 2D model software).

3.3. Project Implementation

A. At no time will Consultant be allowed to begin a project phase prior to approval and expect to be reimbursed by City. All project phases shall be assigned and coordinated with the City's Project Manager.

B. Cost overages during the project must be pre-authorized and obtain written approval of the City's Project Manager.

4. EVALUATION AND AWARD

The City reserves the right to make an award on receipt of initial proposals. Proposers are encouraged to submit their most favorable proposal at the time established for receipt of proposals. Proposals will be opened at the City's Purchasing Office then presented to the appointed selection committee for evaluation. Selection will be determined by the apparent capability of Proposer to meet all the requirements that best meet the needs of the City. The decision of the City's selection committee shall be final and conclusive. Award will be by means of correspondence to the selected Proposer.

The City shall evaluate and select Proposals to provide the required services based on the completed proposal responses. The City shall be the sole judge in determining how the evaluation process shall be conducted and which Proposer shall be considered for award as deemed to be in the best interest of the City. The Evaluation Committee will make their final selections based on the submittals that receive a score of 75% or higher.

The City may conduct such investigations as the City considers necessary to assist in the evaluation of any proposal to establish the responsibility, qualifications, and financial ability of any potential Proposer to perform the services specified under this RFP within the prescribed time.

The evaluation criteria noted are the criteria to be used for evaluation of this RFP. Based on the evaluation process, a rank ordered list of responsive Proposers shall be established. The Proposers shall be rank ordered with the first ranked Proposer being considered the most responsive and the second ranked Proposer being considered the second most responsive. This process shall be continued until all Proposers have been rank ordered.

Evaluation Criteria. The City of Pueblo shall evaluate proposals based upon an overall best value determination with the criteria listed in ***EVALUATION CRITERIA*** in relative order of importance.

Interviews. Submittals will be reviewed and the committee will select a preliminary list of Proposers whose submissions appear to satisfy the requirements of this request. Preliminary listed Proposers will be notified of their selection and may be invited to personally interview, which will be scheduled as soon as possible after sufficient review of each submittal. Invited companies' key staff, including the proposed project manager must be in attendance at the interview. Selection of the consultant will be based on interview scores.

Waiver and Release. By submitting a proposal, the Proposer authorizes the City to obtain information concerning the Proposer's performance on other projects it has completed during the prior ten (10) years, including those identified in the submission and those not so identified, of which the City may become aware. By submitting its proposal, the Proposer and sub-Consultants also waives and releases all claims against owners, architects, and engineers, and their agents and representatives, relating to or arising from the furnishing of such information to the City concerning the Proposer's performance on prior projects. In order to effectuate the intent of this clause, each Proposer may be required by the City to execute information release authorization forms, which specifically release all information providers from all claims that arise from or relate to the information provided.

The City shall then determine whether the Consultant proposal with the highest ranking can be accepted as is without negotiations. In the event the City determines that negotiation of the Proposer's proposal

Schedule 2

Fee Schedule

Excerpts from Consultant's Proposal dated August 14, 2024

PRICE TABLES

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Phase 1 - Baseline Hydrology & Hydraulics	1	Not to Exceed Amount	$96,962.50	$96,962.50
2	Phase 2 - Alternatives Analysis	1	Not to Exceed Amount	$97,862.50	$97,862.50
3	Phase 3 - Conceptual Design	1	Not to Exceed Amount	$68,100.00	$68,100.00
TOTAL					$262,925.00

2.9 FEE SCHEDULE

The RESPEC fee schedule breakdown and subconsultant fees are included on the following page. The total pricing information is submitted separately in the submission portal for this proposal.

Task Number	Task Description	Project Manager $225/hour	Lead Engineer $180/hour	Engineer $140/hour	Engineer $140/hour	QAQC $225/hour	Principal-in-Charge $245/hour	Total Hours	Total Cost
1	**Baseline Hydrology & Hydraulics**								
1A	Data Compilation & Review	20	40	60	60	2	**2**	184	$29,140
1B	Modeling & Analysis	20	40	60	60	2	2	184	$29,140
Task 1 – Subtotal Hours		**40**	**80**	**120**	**120**	**4**	**4**	**368**	
Task 1 – Subtotal Cost		**$9,000**	**$14,400**	**$16,800**	**$16,800**	**$900**	**$980**		**$58,880**
2	**Alternatives Analysis**								
2A	Asset Repair & Replacement	20	40	60	60	4	**2**	186	$29,590
2B	Detention Area Evaluation	20	40	60	60	4	**2**	186	$29,590
Task 2 – Subtotal Hours		**40**	**80**	**120**	**120**	**8**	**4**	**372**	
Task 2 – Subtotal Cost		**$9,000**	**$14,400**	**$16,800**	**$16,800**	**$1,800**	**$980**		**$59,780**
3	**Conceptual Design**								
3A	Final Master Plan	20	40	20	20	4	2	106	$18,590
3B	Conceptual Design	20	40	20	20	4	**2**	106	$18,590
3C	Implementation Schedule	10	40	20	20	4	**2**	96	$16,340
3D	City Council Presentation	8	4	0	0	0	4	16	$3,500
3E	Project Coordination	40	20	13	13	10	**4**		$19,405
Task 3 – Subtotal Hours		**78**	**104**	**53**	**53**	**18**	**12**	**218**	
Task 6 – Subtotal Cost		**$17,550**	**$18,720**	**$7,420**	**$7,420**	**$4,050**	**$2,940**		**$58,100**
Subtotal Hours		**158**	**264**	**293**	**293**	**30**	**20**	**958**	
Subtotal Costs		**$35,550**	**$47,520**	**$41,020**	**$41,020**	**$6,750**	**$4,900**		**$176,760**
RESPEC Direct Costs (mileage, field equipment)									$5,000
Monthly Meetings, Stakeholder Meetings, Public & City Council Meetings(printing, meeting supplies, meeting expenses)									$5,000
SurvWest									**$76,165**
Total Costs									**$262,925**

2024 BILLING RATE SCHEDULE

Position	Hourly Rate
Principal/Practice Leader	$205–265
Senior Project Manager	$175–225
Project Manager	$155–195
Water Rights Engineer	$145–180
Water Resources Scientist	$135–170
Sr. Project Engineer	$160–185
Project Engineer	$135–170
Sr. Designer	$135–160
Designer	$105–155
Scientist	$100–145
Staff Engineer	$120–155
Engineer	$100–145
Hydrologist	$100–145
Engineering Technician	$85–140
Administrative Support	$80–105
Engineering Intern	$65–85

Expenses	
Mileage	Regulatory Rate
Drone Rental per Day	$500
Postage/Courier	At Cost
Vendor Printing and Binding	At Cost
Other Expenses	At Cost

SurvWest, LLC
6501 East Belleview Avenue, Suite 300
Englewood, Colorado 80111

www.survwest.com

Disadvantaged Business Enterprise

August 14, 2024

Melissa Bryant
RESPEC
melissa.bryant@respec.com
210.260.5504

RE: **PROPOSAL AND SCOPE OF SERVICES FOR SURVEY SERVICES**
PROJECT: *State Fair and Bessemer Neighborhood Drainage*

SurvWest is pleased to provide an estimate to 811 calls and subsequent field data collection for 811 utility marks, AND storm manhole data collection with dips, culvert and outfall field data for the following areas.

1. Routt Avenue.
2. Carteret Avenue.
3. Summit Avenue.

SURVEY SCOPE

SurvWest will request 811 calls for approximately 19 miles +/- in the above areas as provided in PDF's (attached). SurvWest will field locate all utility marks and add them to a AutoCAD Civil 3D digital map for client use.

Along with the 811 mapping, SurvWest will survey all storm manholes (to include dips) with GPS RTK methods. SurvWest will also use GPS RTK or terrestrial scanning methods to capture all outfall and existing culverts along attached storm sewer routes.

Photographs will be taken of all culverts and outfall structures. These photos will be available to RESPEC along with the AutoCAD digital mapping files.

Right-of-way takes (i.e. permanent and temporary easements) can be completed by SurvWest as needed for this scope.

ASSUMPTIONS

- The electronic submittals will be in AutoCAD Civil3D format with a published geodetic grid factor and modified to a ground scale factor.
- No other utilities will be vertically located except the storm sewer in this scope.
- No right of entry or permitting is anticipated and is not included in this cost estimate.
- No traffic control is estimated since remote sensing will be utilized in the data collection. If needed this task will be supplied by the owner/client.
- Control will be established using GPS OPUS methods. SurvWest will utilize Pueblo specific coordinate system.

- This does not include underground utility locations except for the storm that is part of this proposal.
- No SUE work is estimated in the proposal.
- This proposal affords 5 client meetings
- No Right-of-Way retracement is estimated in this proposal.
- The cost estimate is a time and materials Not to Exceed estimate.

DELIVERABLES

1. AutoCAD Civil 3D electronic mapping files.
2. Digital photos taken at each culvert or outfall.

SCHEDULE OF COST

Survey 811 Task Estimated NTE Fee	$76,165.00
Survey Storm Task Estimated NTE Fee	$77,820.00
Total Survey Estimated NTE Fee	$153,985.00

Field Crew Day rate = $2,567.00
Field Crew Day rate with office support = $3,807.00

We appreciate the opportunity to supply our qualifications and proposal for this project, should you have any additional questions regarding this proposal and scope of work, please do not hesitate to contact me.
Sincerely,
SurvWest



Sue Weiss, PLS
Denver Survey Lead
602.315.2557
sweiss@survwest.com

This offer is not binding, and no contract between the parties shall exist unless and until definitive written agreements have been negotiated and executed by the parties. The services and products described herein are subject to change and will only be binding obligations if included in definitive written agreements executed by the parties.

SURVWEST

SURVEY RATES

Effective January - December 2024

Survey Standard Rates **1/01/2024 - 12/31/2024**

DESCRIPTION	RATE	UNITS
Office and Field Staff Rates		
Survey Division Manager	$ 266.00	HR
Survey Director	$ 235.00	HR
Survey Project Manager IV	$ 221.00	HR
Survey Project Manager III	$ 211.00	HR
Survey Project Manager II	$ 196.00	HR
Survey Project Manager I	$ 183.00	HR
Surveyor II	$ 169.00	HR
Surveyor I	$ 159.00	HR
CADD Manager	$ 172.00	HR
Senior CAD Technician	$ 155.00	HR
CAD Technician IV	$ 135.00	HR
CAD Technician III	$ 130.00	HR
CAD Technician II	$ 123.00	HR
CAD Technician I	$ 110.00	HR
Survey Field Technician	$ 96.00	HR
Field Coordinator	$ 152.00	HR
2-Person Survey Crew	$ 222.00	HR
1-Person Survey Crew	$ 136.00	HR
Survey Crew Travel Rate (Transit Time)	$ 101.00	HR
Abstractor	$ 122.00	HR
Administrative Assistant	$ 99.00	HR
Materials and Equipment Reimbursable Expenses		
Mileage Survey Vehicle (4x4 Truck)	$ 0.63	MI
Aerial Imagery Drone	$ 500.00	DAY
Aerial LiDAR Drone	$ 1,900.00	DAY
Mobile LiDAR Services**	By Request Only	
GPS Survey Equipment	$ 60.00	HR
Terrestrial Laser Scanner	$ 105.00	DAY
Lodging and Per Diem (at GSA rates at time of occurance)	GSA Rates	DAY
Survey Materials & Supplies	At-Cost (no markup)	
Plotting, Printing, Binding Materials	At-Cost (no markup)	
Overnight and Courier Fees - Invoice Actual Cost	At-Cost (no markup)	

***Mobile LiDAR prices vary significantly based on Mileage driven and Mobilization Requirements**

SurvWest, LLC
6501 East Belleview Avenue, Suite 300,
Englewood, Colorado 80111

4925 Sun Valley Drive,
Fort Worth, Texas 76119
www.survwest.com

EXHIBIT A

Disadvantaged Business Enterprise

SURVWEST, LLC GENERAL PROVISIONS FOR PROFESSIONAL SERVICES OTHER THAN DESIGN AND CONSTRUCTION

ARTICLE 1. DEFINITIONS
SurvWest, LLC. shall also refer to its subsidiaries. The Client shall refer to the party, partnership, corporation, or entity signing this contract.

ARTICLE 2. INVOICES AND PAYMENT PROVISIONS The Client will be invoiced each month for work which has been accomplished to the date shown on the invoice. Invoices are due and payable within 30 days of date on invoice. Questionable charges or errors on an invoice shall be brought to the attention of SurvWest, LLC. within fourteen (14) days of the invoice date, or it will be presumed that the charges were correct as invoiced. Disputed charges will be reconciled in a timely fashion and a revised invoice will be issued, if necessary. The revised invoice will be due and payable upon receipt. Invoices or portions of invoices unpaid in excess of thirty (30) days from the invoice date shall accrue interest at a rate of 2.5% per month until paid in full. The Client hereby agrees to pay all costs and expenses incurred by SurvWest, LLC. Including, but not limited to reasonable attorney fees in pursuing collection of any sums not paid to SurvWest, LLC. pursuant to the terms of this contract. SurvWest, LLC. may terminate this contract if payment on any invoice not in dispute is not paid in full within sixty (60) days from the date of the invoice. Portions of the fee that may be billed on a time and materials basis will be billed in accordance with the Fee Schedule in effect at the time the contract is executed, except as provided for in Article 3. Applicable Gross Receipts Tax will be added to all charges. Applicable fees for processing, permits, or review shall be paid by the Client. Additional provisions are as follows:

A. **Project Mobilization Fee/Retainer:** SurvWest, LLC. may require a mobilization fee or retainer prior to the commencement of work. The mobilization fee or retainer will be applied to project charges as they are incurred and invoiced.
B. **Contract Termination and Project Cancellation Fee:** This contract may be terminated by the Client upon fourteen (14) days written notice to SurvWest, LLC. In the event of such termination, compensation for the services performed and unpaid as of the termination date shall be due and payable immediately, to SurvWest, LLC. In addition, SurvWest, LLC. may have refused other contracts in order to complete this contract in a timely and efficient manner. Therefore, if this contract's duration is longer than one hundred and twenty (120) days and if this contract is cancelled by the Client within sixty (60) days of the date of execution of this contract, a cancellation fee of twenty five percent (25%) of the total contract fee or $1,000.00, whichever is greater, will be due and payable immediately, together with any other services performed and remaining unpaid.
C. **Project Restart Fee:** Because of substantial costs incurred by SurvWest, LLC. to stop and restart a contract once it is underway, should this contract's progress be halted at any time for thirty (30) or more days by the Client for any reason, a contract restart fee of $500.00 or 10% of the total fee earned to date, whichever is greater, will be due and payable immediately.
D. **Client Team Member Reorientation:** There will be a Client team member reorientation fee paid by the Client for each project team member of the Client who is added or replaced prior to completion of the contract.
E. **No Back-up for Reimbursables:** No back-up data or copies of bills, as maintained by SurvWest, LLC., will be provided for reimbursable expenses invoiced under this contract. Should back-up data maintained by SurvWest, LLC. be requested, it will be provided for an administration fee of $100.00 per monthly invoice requiring verification plus $1.00 per copy of back-up data supplied.
F. **Fee for Print:** All prints of project documents not covered as a part of the contract fee will be billed to the Client at a rate of $5.00 per sheet.

ARTICLE 3. CONTRACT RENEGOTIATION
SurvWest, LLC. reserves the right to renegotiate fee schedule rates annually for open-end hourly rate and time and materials contracts that continue for longer than one year.

ARTICLE 4. LIABILITY
It is understood that any and all professional liabilities incurred by SurvWest, LLC., throughout the course of rendering professional services under this contract, shall be limited to a maximum of the fee received by SurvWest, LLC. for all services rendered on the project (not including reimbursable expenses and subconsultants).

ARTICLE 5. CLAIMS
The owner/Client acknowledges that SurvWest, LLC. is a limited liability company and agrees that any claim made by the owner/Client arising out of any act or omission of any director, officer, or employee of SurvWest, LLC. in the execution or performance of this contract shall be made against SurvWest, LLC. and not against such director, officer, or employee.

ARTICLE 6. PROPRIETARY INFORMATION
The use of any materials or maps prepared by SurvWest, LLC. shall be restricted to the original use for which they were prepared. Reproduction, reuse, or alternation by any method, in whole or in part, is prohibited unless authorized in writing by SurvWest, LLC. Any such reproduction reuse or alteration of documents relieves SurvWest, LLC. of any responsibilities or liabilities whatsoever.
SurvWest, LLC. has the right to photograph any phase of this project, under the terms of this contract, and to use the photos in the promotion of the professional practice through advertising, public relations, brochures, or other marketing materials.

ARTICLE 7. SUCCESSORS AND ASSIGNS
The Client and SurvWest, LLC. each binds itself, its successors, assigns, and legal representatives to the other party of this contract, and to the successors, assigns, and legal representative of such other party with respect to all provisions of this contract. Neither the Client nor SurvWest, LLC. shall assign, set over, or transfer his interest, in whole or in part, in this contract without the prior written consent of the other, and any act in derogation hereof, shall, at the option of the non-assigning party, render the written contract terminated.

ARTICLE 8. DISPUTES
SurvWest, LLC and the client shall have claims, disputes, and other matters in question between the parties to this contract arising out of or relating to the contract or breach thereof to be decided by litigation if the matter cannot be resolved between the parties by mediation. Any lawsuits filed shall be filed in state court in the County of Denver or federal court in the District Court of Colorado.

ARTICLE 9. SPECIAL PROVISIONS
Special provisions, conditions, modifications, and/or schedules which may be required are contained in attachments or exhibits to this contract.

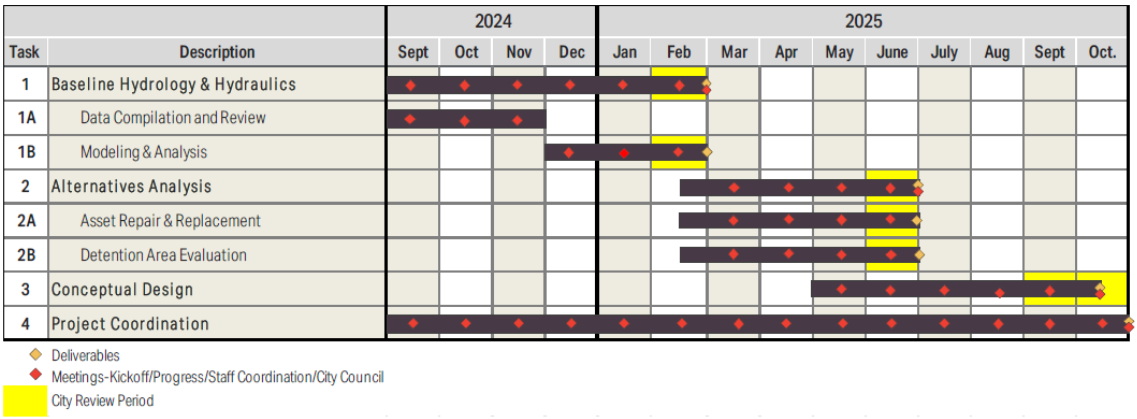
Schedule 3

Work Schedule

Excerpt from Consultant's Proposal dated August 14, 2024

2.8 PROJECT WORK SCHEDULE

Our simplified project schedule below demonstrates our clear understanding of the project and our ability to meet the targeted completion date of October 2025. We developed this schedule with the fee schedule to ensure that our staff hours align with our proposed timeline. To stay on schedule, Melissa will arrange project coordination meetings in advance and communicate internal and external deadlines to allow for appropriate review times. City review timeframes are highlighted in yellow.



Schedule 4

Identification of Personnel, Subcontractors, and Task Responsibility

Excerpt from Consultant's Proposal dated August 14, 2024

2.5 STATEMENT OF QUALIFICATIONS

RESPEC staff have more than 35 years of experience with rules and regulations governing stormwater, water, and wastewater systems. We have authored more than 30 design criteria and standards manuals, demonstrating our unparalleled experience in preparing community design criteria and standards in Colorado. We currently provide technical support and compliance assistance to clients with Phases I and II Municipal Separate Storm Sewer Systems (MS4s) and other point- and nonpoint-source water quality permits. Our team has designed, constructed, and rehabilitated more than 150 storm drainage improvement projects, including storm sewers, detention ponds, channels, and stream reclamation projects for public and private entities.

RESPEC will collaborate with SurvWest for any survey needs on this project. Staff in our Denver and Colorado Springs offices will complete all the work for this project in partnership with SurvWest.

RESPEC understands the needs of the City of Pueblo (City) for the State Fair and Bessemer Neighborhood Drainage Improvements. Our Principal-in-Charge, Alan Leak, has worked in the Pueblo area for several years and has local knowledge and firsthand experience with storm events and the importance of stormwater management in the City. With his insights, RESPEC can tailor our approach to reflect the unique characteristics of the watersheds in the City. Our Project Manager, Melissa Bryant, has more than 21 years of experience in the public sector, giving her a deep understanding of the public process and coordination with client staff.

RESPEC COMPANY, LLC

OUR COMPANY:

// Founded in 1969

// 14 states and 2 Canadian provinces

OUR PEOPLE:

// 550+ total

// 100% employee-owned

OFFICE LOCATIONS:



Our senior team members have exceptional qualifications and technical expertise necessary to best meet the City's needs. We are familiar with the entire process, from planning to implementation. Our work includes mapping and inspecting stormwater infrastructure for asset management, using GIS tools and data analytics for hydrologic and hydraulic (H&H) analysis, designing, and constructing drainage and floodplain infrastructure. Our team has experience coordinating and collaborating with partnering agencies and surrounding municipalities. RESPEC understands the importance of developing a stormwater master plan to prioritize and implement improvements in the community.

RESPEC is known for providing high-quality work with responsive service. Melissa excels at completing projects on time and within budget. She will implement the proactive communication required to ensure timely decision-making and is flexible to work with your desired communication style. Melissa has experience working with City Council members, elected officials, and local community leaders. She also has experience with community outreach programs, helping the public understand the importance of stormwater infrastructure and planning for a resilient community.

WHY RESPEC?

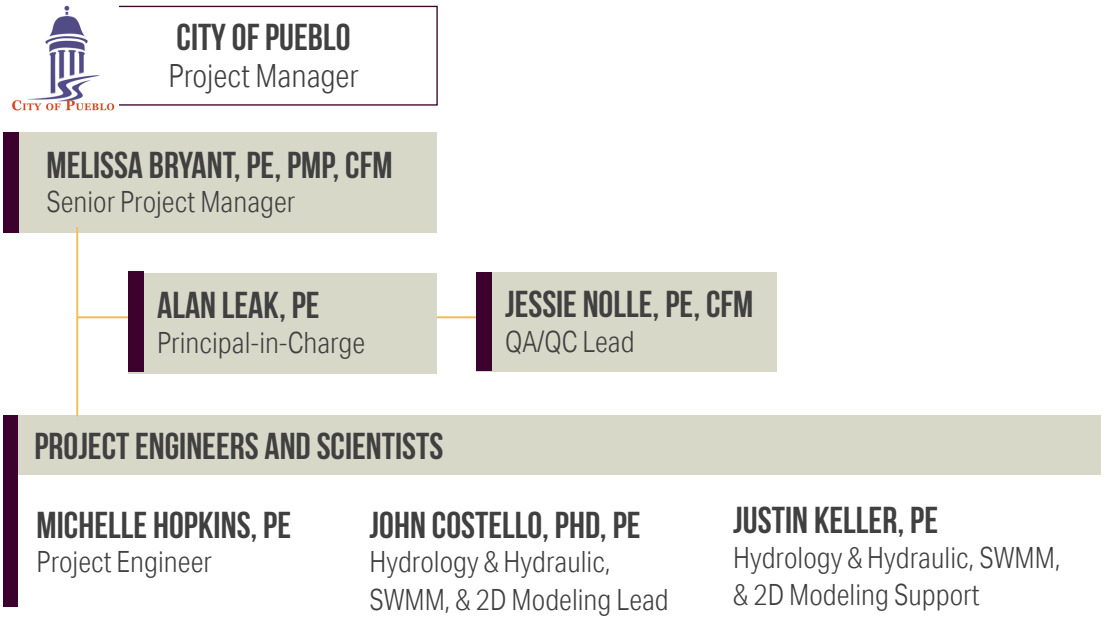
- ✓ RESPEC has completed **30+ Stormwater Drainage Master Plans and 150+ Stormwater Projects.**
- ✓ **We have proven experience** in preparing stormwater drainage master plans for older communities with minimal storm drainage systems.
- ✓ We have **substantial experience** weaving stormwater infrastructure though the myriad of underground utilities in retrofit designs.
- ✓ Our **commitment to excellence** and responsiveness results in an easy-to-use, informative, and detailed stormwater master plan.
- ✓ **User-friendly and Updatable Work Products:** Our experience with online masterplans ensures accessible and easy-to-update reports.
- ✓ Our approach invites **community involvement** and is tailored to the needs of the City.
- ✓ **Expert Hydrologic Modeling:** Our team excels in complex surface and pipe flow modeling, providing the City with the most accurate and easy-to-update 2D surface and subsurface flow models.
- ✓ **Collaborative Approach:** We prioritize individual participation, communication, and respect, coordinating with multiple City departments to create a useful and implementable product.

OUR TEAM

ROLES RESPONSIBILITIES, ACCOUNTABILITIES AND AVAILABILITY

We have assembled a dynamic team of highly skilled engineers and scientists to provide the best value to the City and project sponsors. We understand the importance of meeting and exceeding project goals and are fully prepared to dedicate the time and resources to ensure success. Below, we introduce our key project staff members. Brief résumés of key staff and additional project team members are provided in Appendix A.

ORGANIZATION CHART



AVAILABILITY

Below is our key personnel availability fo the project. RESPEC is committed to completing the project on time and within budget.

Key Staff	Role	Availability
Melissa Bryant, PE, PMP, CFM	Senior Project Manager	50%
Alan Leak, PE	Principal-in-Charge	15%
Jessie Nolle, PE, CFM	QA/QC	15%
Michelle Hopkins, PE	Project Engineer	60%
John Costello, PhD, PE	H&H Engineer	40%
Justin Keller, PE	H&H Engineer	50%

KEY PERSONNEL EXPERIENCE



ALAN LEAK, PE
PRINCIPAL-IN-CHARGE

Professional Qualifications: Alan Leak is a Principal Engineer with 42 years of experience in water resources engineering, specializing in stormwater master planning. He has led numerous stormwater master planning projects, including most recently the City of Arvada's Stormwater Master Plan, addressing key issues such as stormwater conveyance and infrastructure inadequacies. Alan has authored more than 30 stormwater master plans, outfall systems plans, major drainageway plans, and flood hazard area delineation studies.

ADDITIONAL HIGHLIGHTS

Availability for this Project: 15%

Demonstrated Competence: Alan has demonstrated competence in a multitude of H&H modeling software such as Colorado Urban Hydrograph Procedure (CUHP), Storm Water Management Model (SWMM), HEC-RAS, and Project Management Software such as MS Project.



MELISSA BRYANT, PE, PMP, CFM
SENIOR PROJECT MANAGER/CLIENT MANAGER

Professional Qualifications: Melissa Bryant is a Senior Project Manager with more than 25 years of experience in water resource engineering, specializing in stormwater master planning. Her background includes watershed management, ecosystem restoration, and sustainable planning and development. Melissa's career is distinguished by her strategic vision, technical expertise, and unwavering commitment to enhancing community resilience through master planning and sustainable water resource management. A standout in her stormwater master planning portfolio is her current role as Project Manager for the City of Wheat Ridge Stormwater Master Plan, Capital Improvement Implementation Plan, Stormwater Utility Fee, and updating the City of Wheat Ridge's Design Standards.

ADDITIONAL HIGHLIGHTS

Availability for this Project: 50%

Demonstrated Competence: Melissa's expertise is underscored by her ability to lead multi-disciplinary teams and collaborate with federal, state, and municipal agencies to deliver resilient and innovative solutions to complex water resource challenges.



JESSIE NOLLE, PE
QA/QC LEAD

Professional Qualifications: Jessie Nolle is a Senior Project Manager with 26 years of experience in civil engineering, distinguished by her attention to detail and commitment to her clients. Her experience in water resources has included planning, floodplain management, and design of all types of stormwater infrastructure, including innovative water quality improvements, roadway drainage and storm sewer systems, bridges and culverts, drainageway trails, detention basins, and drop structures. She also has experience completing Federal Emergency Management Agency Conditional Letter of Map Revision and Letter of Map Revision applications, writing drainage criteria manuals, and providing construction management. Her current role includes quality assurance for the feasibility of both planning-level and capital improvement projects.

ADDITIONAL HIGHLIGHTS

Availability for this Project: 15%

Demonstrated Competence: Jessie has demonstrated competence in identifying big-picture considerations in the planning and detailed design of capital projects that results in solutions and detailed designs that are not only functional over a wide range of conditions but are sustainable over a long life span and easy to maintain.



MICHELLE HOPKINS, PE
PROJECT ENGINEER

Professional Qualifications: Michelle Hopkins has spent 7 years as a water resource engineer and project lead, specializing in stormwater infrastructure, water quality improvements, and channel restoration. For the past 3 years, she has been a key technical lead at RESPEC. Michelle has designed utility infrastructure, minor roadways, and Americans with Disabilities Act-compliant parking lots and sidewalks. Her technical expertise includes designing detention basins, modeling and designing drainage systems for roadway projects and large mixed-use developments, writing drainage reports and master drainage plans, and providing construction management services. Michelle designed an oversized storm main trunkline with orifice plates, curb inlet water quality treatment, and a stormwater pump station. This solution addressed water quality and provided detention for a 100-year storm event without overburdening the undersized receiving pipe. Currently, Michelle is the project manager and technical lead for the construction of two box culverts, channel drop structures, jurisdictional wetland mitigation, pipeline replacement, and overall construction management.

ADDITIONAL HIGHLIGHTS

Availability for this Project: 60%

Demonstrated Competence: Michelle is proficient in responding to clients and team members promptly, bringing projects in on time and under budget, creating dynamic surveys with ArcGIS Online Survey123, modeling with H&H software (C3D Express, C3D Storm Sewers, C3D Hydrograghs, CUHP, EPASWMM, HEC-RAS 1D, HEC-HMS, Hydraulic Toolbox), and developing construction documents with AutocadCAD Civil 3D.



JOHN COSTELLO, IV, PHD, PE
HYDROLOGY & HYDRAULIC, SWMM, & 2D MODELING LEAD

Professional Qualifications: With more than 4 years of experience, Dr. John Costello specializes in physical habitat sampling, geomorphology, statistical analyses, hydraulics, hydrology, and project management. His expertise includes watershed analysis, mapping, floodplain delineation, fluvial hazard mapping, and stormwater master planning. In the Prairie Dog Draw Major Drainageway Plan and Flood Hazard Area Delineation, John demonstrated his proficiency using the CUHP and PCSWMM to develop peak flows and apply the flows in a 1D and 2D HEC-RAS model. His involvement in the Miscellaneous Drainage Program for the City of Arvada, Colorado, highlights his innovative approach to developing tools for prioritizing and assessing drainage issues, including informative, detailed figures in ArcGIS Pro.

ADDITIONAL HIGHLIGHTS

Availability for this Project: 40%

Demonstrated Competence: John has demonstrated competence in a multitude of H&H modeling software such as CUHP, PCSWMM, HEC-HMS, HEC-RAS 1D, and 2D.



JUSTIN KELLER, PE
HYDROLOGY & HYDRAULIC, SWMM, & 2D MODELING SUPPORT

Professional Qualifications: Justin Keller is a Professional Engineer with over 7 years of stormwater experience. He excels in watershed assessment, hydraulic modeling, and stormwater infrastructure design. Justin has led city-wide stormwater projects, multi-million-dollar channel stabilization efforts, and public and City Council engagements. He developed internal drainage standards and formed a Water Resources team. Justin creates master drainage plans prioritizing public safety and economic balance, and he is skilled in developing interactive online documents and surveys for public communication.

ADDITIONAL HIGHLIGHTS

Availability for this Project: 50%

Demonstrated Competence: Justin is proficient in AutoCAD Civil 3D, CUHP, SWMM, ArcGIS, HEC-RAS, HY-8 Culvert Design, and the Rational Method Procedure.

Additional Information for Agreement

System for Award Management (SAM.gov) Registration

Certificate of Good Standing

Affirmative Action Plan (to be added before signature)

PERA Questionnaire (to be added before signature)

Insurance Certificate(s) (to be added before signature)

SAM.GOV®

RESPEC COMPANY, LLC

Unique Entity ID	CAGE / NCAGE	Purpose of Registration
U6LZYFKE2GD6	**892V7**	**All Awards**
Registration Status	Expiration Date	
Active Registration	**Jan 30, 2025**	
Physical Address	Mailing Address	
3824 Jet DR **Rapid City, South Dakota 57703-4757** **United States**	**3824 Jet DR** **Rapid City, South Dakota 57703-4757** **United States**	

Business Information

Doing Business as	Division Name	Division Number
RESPEC CO LLC	**(blank)**	**(blank)**
Congressional District	State / Country of Incorporation	URL
South Dakota 00	**South Dakota / United States**	**www.respec.com**

Registration Dates

Activation Date	Submission Date	Initial Registration Date
Feb 2, 2024	**Jan 31, 2024**	**Feb 13, 2019**

Entity Dates

Entity Start Date	Fiscal Year End Close Date
Jun 11, 1969	**Dec 31**

Immediate Owner

CAGE	Legal Business Name
0F536	**RE/SPEC INC.**

Highest Level Owner

CAGE	Legal Business Name
(blank)	**(blank)**

Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

Proceedings Questions

Registrants in the System for Award Management (SAM.gov) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2. C.F.R. 200 Appendix XII. Their responses are displayed in the responsibility/qualification section of SAM.gov. Maintaining an active registration in SAM.gov demonstrates the registrant responded to the proceedings questions.

Exclusion Summary

Active Exclusions Records?

No

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

Business Types

Entity Structure	Entity Type	Organization Factors
Corporate Entity (Not Tax Exempt)	**Business or Organization**	**Limited Liability Company**
Profit Structure		
For Profit Organization		

Socio-Economic Types

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Financial Information

Accepts Credit Card Payments	Debt Subject To Offset
Yes	**No**
EFT Indicator	CAGE Code
0000	**892V7**

Points of Contact

Electronic Business

Phil Welling, CFO

3824 Jet DR.
Rapid City, South Dakota 57703
United States

Government Business

Elaine Harlan, Government Practice Manager

7770 Jefferson NE
Suite 200
Albuquerque, New Mexico 87109
United States

Service Classifications

NAICS Codes

Primary	NAICS Codes	NAICS Title
Yes	**541715**	**Research And Development In The Physical, Engineering, And Life Sciences (Except Nanotechnology And Biotechnology)**
	541320	**Landscape Architectural Services**
	541330	**Engineering Services**
	541360	**Geophysical Surveying And Mapping Services**
	541370	**Surveying And Mapping (Except Geophysical) Services**
	541380	**Testing Laboratories And Services**
	541511	**Custom Computer Programming Services**
	541512	**Computer Systems Design Services**
	541513	**Computer Facilities Management Services**
	541519	**Other Computer Related Services**
	541611	**Administrative Management And General Management Consulting Services**
	541618	**Other Management Consulting Services**
	541620	**Environmental Consulting Services**
	541690	**Other Scientific And Technical Consulting Services**
	541990	**All Other Professional, Scientific, And Technical Services**
	561210	**Facilities Support Services**
	562211	**Hazardous Waste Treatment And Disposal**
	562910	**Remediation Services**
	611420	**Computer Training**

Disaster Response

Yes, this entity appears in the disaster response registry.

Bonding Levels	Dollars
(blank)	**(blank)**

States	Counties	Metropolitan Statistical Areas
Any	**(blank)**	**(blank)**

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,

RESPEC Company, LLC

is an entity formed or registered under the law of South Dakota , 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 20191087750 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 08/29/2024 that have been posted, and by documents delivered to this office electronically through 09/05/2024 @ 07:46:22 .

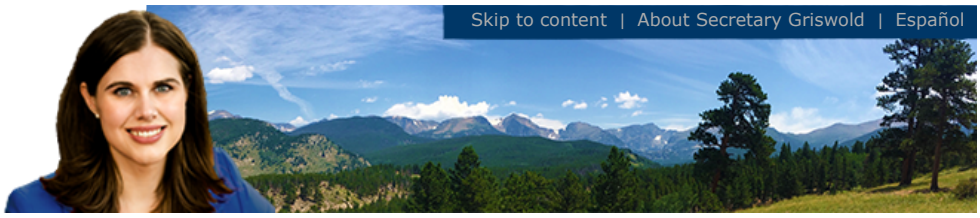
I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 09/05/2024 @ 07:46:22 in accordance with applicable law. This certificate is assigned Confirmation Number 16359123 .

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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Summary

Details			
Name	RESPEC Company, LLC		
Status	Good Standing	**Formation date**	01/29/2019
ID number	20191087750	**Form**	Foreign Limited Liability Company
Periodic report month	January	**Jurisdiction**	South Dakota
Principal office street address	3824 Jet Drive, Rapid City, SD 57703, US		
Principal office mailing address	3824 Jet Drive, Rapid City, SD 57703, US		

Registered Agent	
Name	Registered Agents Inc.
Street address	1942 Broadway Street, STE 314C, Boulder, CO 80302, United States
Mailing address	1942 Broadway Street, STE 314C, Boulder, CO 80302, United States

Filing history and documents

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Background Paper for Proposed Resolution

COUNCIL MEETING DATE: October 15, 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. 2 IN THE AMOUNT OF $210,319.65 TO PYRAMID CONSTRUCTION, INC., FOR PROJECT NO. 24-030, ASPHALT AND UTILITY IMPROVEMENTS – DILLON DRIVE (RR BRIDGE TO EAGLERIDGE BOULEVARD), AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

SUMMARY:

This Resolution approves Contract Amendment No. 2 in the amount of $210,319.65 to Pyramid Construction, Inc., for Project 24-030, Asphalt and Utility Improvements – Dillon Drive (RR Bridge to Eagleridge Boulevard).

PREVIOUS COUNCIL ACTION:

Resolution 15551, dated March 25, 2024, awarded a Construction Contract, in the amount of $769,382.60, to Pyramid Construction, Inc., and set forth $153,757.40 for contingencies and additional work, for Project No. 24-030, Asphalt and Utility Improvements – Dillon Drive (RR Bridge to Eagleridge Boulevard).

Resolution 15739, dated September 9, 2024, approved Contract Amendment No. 1 in the amount of $298,114.97 to Pyramid Construction, Inc., for Project No. 24-030, Asphalt and Utility Improvements - Dillon Drive (RR Bridge to Eagleridge Boulevard).

BACKGROUND:

The original project, awarded to Pyramid Construction, Inc., consisted of asphalt mill and overlay, crack repair and sanitary sewer large main removal and replacement on Dillon Drive from the north side of existing RR Bridge to the future roundabout of Eagleridge Boulevard and Dillon Drive. Contract Amendment No. 2 reflects the cost to rehabilitate large cracks in the asphalt with glassgrid and asphalt patching to make the road more drivable.

This Resolution approves an amendment to increase the contract award amount

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previously awarded to Pyramid Construction, Inc.

FINANCIAL IMPLICATIONS:

Funding in the amount of $210,319.65, 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. 24-030 Contract
2. 24-030 Amendment No. 1
3. 24-030 Amendment No. 2

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RESOLUTION NO. 15780

A RESOLUTION APPROVING CONTRACT AMENDMENT NO. 2 IN THE AMOUNT OF $210,319.65 TO PYRAMID CONSTRUCTION, INC., FOR PROJECT NO. 24-030, ASPHALT AND UTILITY IMPROVEMENTS – DILLON DRIVE (RR BRIDGE TO EAGLERIDGE BOULEVARD), AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

WHEREAS, a Construction Contract was awarded to Pyramid Construction, Inc., under Contract Number 24-030; and

WHEREAS, additional work is requested for the purpose of rehabilitating large cracks and asphalt patching to complete the project; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Contract Amendment No. 2 to the Construction Contract for Asphalt and Utility Improvements – Dillon Drive (RR Bridge to Eagleridge Boulevard) with Pyramid Construction, Inc., Project No. 24-030, in the amount of $210,319.65, 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 in the amount of $210,319.65 for Project 24-030 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.

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SECTION 5.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: October 15, 2024

BY: Roger Gomez
MEMBER OF CITY COUNCIL

APPROVED: DocuSigned by: Mark Aliff B7A4F51823AB462...
PRESIDENT OF CITY COUNCIL

ATTESTED BY: Signed by: 330F90D300E24F8...
DEPUTY CITY CLERK

DocuSign Envelope ID: 19F576C6-8C9C-4777-9A90-7A7439CA7AE1

CONTRACT AGREEMENT

THIS AGREEMENT made and entered into this 8th day of April, 2024, by and between the City of Pueblo, a Municipal Corporation, hereinafter referred to in the Contract Documents as the "City", and Concrete Concepts Design, Inc. dba Pyramid 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: **24-030 (CI2415, WWAN02)**
Bid Name: **Asphalt and Utility Improvements - Dillon Drive (RR Bridge to Eagleridge Boulevard)**

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
   Addenda Nos. 1, 2, 3
   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.

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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.

CONCRETE CONCEPTS DESIGN, INC. DBA PYRAMID CONSTRUCTION, INC

By _____
Esad Sipilovic

Title President

PUEBLO, A MUNICIPAL CORPORATION

DocuSigned by:
By Naomi Hedden by DR
68[illegible]
Naomi Hedden, Director of Purchasing

ATTEST:

DocuSigned by:
[illegible]
7C02EB[illegible]
Marisa Stoller, City Clerk

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

DocuSigned by:
Alexandria Romero
CAE4752[illegible]
Alexandria Romero, Director of Finance

APPROVED AS TO FORM:

DocuSigned by:
Carla Sikes
339611A16[illegible]
Carla Sikes, City Attorney

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Copy - Original on File at Purchasing Department

PERFORMANCE BOND

Bond Number 54257711

KNOW ALL MEN BY THESE PRESENTS:

That we Concrete Concepts Design, Inc. dba Pyramid Construction, Inc., a Colorado Corporation, hereinafter called "Principal" and

United Fire & Casualty Company

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:

Seven Hundred Sixty Nine Thousand Three Hundred Eighty Two Dollars and 60/100---------- ($769,382.60)

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 8th day of April, 2024, a copy of which is hereto attached and made a part hereof for the construction of:

Bid No.: 24-030 (CI2415, WWAN02)
Bid Name: Asphalt and Utility Improvements - Dillon Drive (RR Bridge to Eagleridge Boulevard)

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)

DocuSign Envelope ID: 19F576C6-8C9C-4777-9A90-7A7439CA7AE1

IN WITNESS WHEREOF, this instrument is executed on the 8th day of April, 2024.

CONCRETE CONCEPTS DESIGN, INC. DBA PYRAMID CONSTRUCTION, INC.

ATTEST:

By _____
Principal Secretary

By _____
Esad Sipilovic

Title President

(SEAL)

By _____
(Witness as to Principal)

3075 Janitell Rd., Suite 200
Colorado Springs, CO 80906
(Address)

3075 Janitell Rd., Suite 200
Colorado Springs, CO 80906
(Address)

United Fire & Casualty Company
Surety

ATTEST:

By _____
(Surety) Attorney-In-Fact
K'Anne E. Vogel, Witness to Surety

By _____
Christina L. Townsend, Attorney-In-Fact

(SEAL)

By _____
(Witness as to Surety)
Andrew P. Walters, Witness to Surety

2000 S. Colorado Blvd., Tower II, Suite 150
Denver, CO 80222
(Address)

P.O. Box 73909, Cedar Rapids, IA 73909
(Address)

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

DocuSign Envelope ID: 19F576C6-8C9C-4777-9A90-7A7439CA7AE1

Copy - Original on File at Purchasing Department

PAYMENT BOND

Bond Number 54257711

KNOW ALL MEN BY THESE PRESENTS:

That we Concrete Concepts Design, Inc. dba Pyramid Construction, Inc., a Colorado Corporation, hereinafter called "Principal" and

United Fire & Casualty Company

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:

Seven Hundred Sixty Nine Thousand Three Hundred Eighty Two Dollars and 60/100---------- ($769,382.60)

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 8th day of April, 2024, a copy of which is hereto attached and made a part hereof for the construction of:

Bid No.: 24-030 (CI2415, WWAN02)
Bid Name: Asphalt and Utility Improvements - Dillon Drive (RR Bridge to Eagleridge Boulevard)

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)

DocuSign Envelope ID: 19F576C6-8C9C-4777-9A90-7A7439CA7AE1

IN WITNESS WHEREOF, this instrument is executed on the 8th day of April, 2024.

CONCRETE CONCEPTS DESIGN, INC. DBA PYRAMID CONSTRUCTION, INC.

ATTEST:

By _____
Principal Secretary

(SEAL)

By _____
Esad Sipilovic

Title President

3075 Janitell Rd., Suite 200
Colorado Springs, CO 80906
(Address)

By _____
(Witness as to Principal)

3075 Janitell Rd., Suite 200
Colorado Springs, CO 80906
(Address)

United Fire & Casualty Company
Surety

ATTEST:

By _____
(Surety) Attorney-In-Fact
K'Anne E. Vogel, Witness to Surety

(SEAL)

By _____
Christina L. Townsend, Attorney-In-Fact

P.O. Box 73909, Cedar Rapids, IA 73909
(Address)

By _____
(Witness as to Surety)
Andrew P. Walters, Witness to Surety

2000 S. Colorado Blvd., Tower II, Suite 150
Denver, CO 80222
(Address)

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

DocuSign Envelope ID: 19F576C6-8C9C-4777-9A90-7A7439CA7AE1

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

TIMOTHY J. BLANCHARD, CHRISTINA L. TOWNSEND, JENNIFER J. WALKER, ROBERT CHARLES TORREZ, TERRI L. REESE, BARBARA J. ARNOLD, NIKKI M. MOSBRUCKER, ASHLEY K. ANDERSON, K'ANNE E. VOGEL, NICOLE LEE MCGUIRE, ANDREW P. WALTERS, 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 $15,000,000.00 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 2nd day of June, 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 2nd day of June, 2023

UNITED FIRE & CASUALTY COMPANY
UNITED FIRE & INDEMNITY COMPANY
FINANCIAL PACIFIC INSURANCE COMPANY

By: Kyanna M Saylor
Vice President

State of Iowa, County of Linn, ss:

On 2nd day of June, 2023, before me personally came Kyanna M. Saylor to me known, who being by me duly sworn, did depose and say; that she resides in Cedar Rapids, State of Iowa; that she 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 she 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 she signed her name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.

Patti Waddell
Iowa Notarial Seal
Commission number 713274
My Commission Expires 10/26/2025

Patti Waddell
Notary Public
My commission expires: 10/26/2025

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 April, 2024.

By: Mary A. Bertsch
Assistant Secretary,
UF&C & UF&I & FPIC

BPOA.0045.122017

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NOTICE TO PROCEED

April 22, 2024

Concrete Concepts Design, Inc.
dba Pyramid Construction, Inc.
3075 Janitell Road, Suite 200
Colorado Springs, CO 80906

Ref: Bid No: 24-030 (CI2415, WWAN02)
Bid Name: Asphalt and Utility Improvements - Dillon Drive (RR Bridge to Eagleridge Boulevard)

You are hereby authorized to proceed on May 20, 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

DocuSign Envelope ID: 19F576C6-8C9C-4777-9A90-7A7439CA7AE1

NOTICE OF AWARD

March 26, 2024

Concrete Concepts Design, Inc.
dba Pyramid Construction, Inc.
3075 Janitell Road, Suite 200
Colorado Springs, CO 80906

Ref: Bid No: 24-030 (CI2415, WWAN02)
Bid Name: Asphalt and Utility Improvements - Dillon Drive (RR Bridge to Eagleridge Boulevard)

The City of Pueblo (City) hereby accepts your proposal submitted on March 8, 2024, for the construction of the referenced project. It appears that your proposal in the amount of $769,382.60 for the Base Bid-Asphalt Improvements and Base Bid-Sanitary Sewer Improvements 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 the City as liquidated damages and not as penalty, for the delay and extra work caused thereby.

Sincerely,

Naomi Hedden

Naomi C. Hedden
Director of Purchasing

DocuSign Envelope ID: 19F576C6-8C9C-4777-9A90-7A7439CA7AE1

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

[PYRAMID CONSTRUCTION, INC.] RESPONSE DOCUMENT REPORT

IFB No. 24-030 (CI2415, WWAN02)

Asphalt and Utility Improvements - Dillon Drive (RR Bridge to Eagleridge Boulevard)

RESPONSE DEADLINE: March 8, 2024 at 10:30 am

Report Generated: Monday, March 25, 2024

Pyramid Construction, Inc. Response

CONTACT INFORMATION

Company:
Pyramid Construction, Inc.

Email:
mdierks@pyramidconstructioninc.com

Contact:
Mike Dierks

Address:
3075 Janitell Road
Suite 200
Colorado Springs, CO 80906

Phone:
(719) 291-6886

Website:
www.pyramidconstruction.com

Submission Date:
Mar 8, 2024 9:42 AM

DocuSign Envelope ID: 19F576C6-8C9C-4777-9A90-7A7439CA7AE1

ADDENDA CONFIRMATION

Addendum #1
Confirmed Mar 8, 2024 9:37 AM by Mike Dierks

Addendum #2
Confirmed Mar 8, 2024 9:37 AM by Mike Dierks

Addendum #3
Confirmed Mar 8, 2024 9:37 AM by Mike Dierks

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.

DocuSign Envelope ID: 19F576C6-8C9C-4777-9A90-7A7439CA7AE1

- Bid_Bond.pdf

Pyramid_Construction_20240308_093222.pdf

2. CONFIRMATION OF UNDERSTANDING AND OFFER*

Pass

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.

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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.

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.

Michael Dierks Estimator/ Project Manager

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.

DocuSign Envelope ID: 19F576C6-8C9C-4777-9A90-7A7439CA7AE1

Please confirm your acknowledgment of the above statement:

Confirmed

INSURANCE REQUIREMENTS*
Pass

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.

DocuSign Envelope ID: 19F576C6-8C9C-4777-9A90-7A7439CA7AE1

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

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

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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

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?

DocuSign Envelope ID: 19F576C6-8C9C-4777-9A90-7A7439CA7AE1

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

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 - ASPHALT IMPROVEMENTS

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Asphalt Cold mill Planing ± 2 inches	21,176	SY	$1.20	$25,411.20
2	Install HMA PG SX 64-28 Asphalt Overlay	2,330	TON	$126.00	$293,580.00
3	Adjust Sanitary Manholes to Finished Grade	6	EA	$499.00	$2,994.00

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Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
4	Adjust Storm Manholes to Finished Grade	7	EA	$480.00	$3,360.00
5	Adjust Water Valves to Finished Grade	39	EA	$265.00	$10,335.00
6	Adjust Survey Boxes to Finished Grade	4	EA	$421.00	$1,684.00
7	Vehicle Towing Allowance	1	EA	$410.00	$410.00
8	Install Pavement Markings per City Plan (Inlaid Epoxy, 4-inch White)	491	SF	$4.10	$2,013.10
9	Install Pavement Markings per City Plan (Inlaid Epoxy, 8-inch White)	795	SF	$4.10	$3,259.50
10	Install Pavement Markings per City Plan (Inlaid Epoxy, 4-inch Yellow)	2,330	SF	$4.10	$9,553.00
11	Install Thermoplastic Markings per City Plan (Arrows)	414	SF	$23.50	$9,729.00
12	Install Thermoplastic Markings per City Plans (X-Walk)	220	SF	$21.00	$4,620.00
13	Install Thermoplastic Markings per City Plans (Stop Bars)	116	SF	$21.00	$2,436.00
14	Asphalt Patching (3-inches HMA)	500	SF	$5.75	$2,875.00
15	Asphalt Patching (3-inches HMA on 8-inches ABC)	4,608	SF	$7.85	$36,172.80
16	Erosion and Sediment Control	1	LS	$16,500.00	$16,500.00
17	Traffic Control	1	LS	$22,000.00	$22,000.00
18	Mobilization	1	LS	$29,000.00	$29,000.00
TOTAL					**$475,932.60**

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BASE BID - SANITARY SEWER IMPROVEMENTS

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
19	Remove & Replace 18" VCP to 18" PVC Pipe	140	LF	$1,150.00	$161,000.00
20	Remove & Replace 60" Manhole > 25' Deep	1	EA	$45,300.00	$45,300.00
21	Bypass Pumping	1	LS	$38,300.00	$38,300.00
22	Tracer Wire Installation	1	LS	$2,100.00	$2,100.00
23	FlowFill	75	CY	$310.00	$23,250.00
24	Mobilization	1	LS	$13,000.00	$13,000.00
25	Traffic Control	1	LS	$10,500.00	$10,500.00
TOTAL					**$293,450.00**

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ARTICLE 1

C. BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That Pyramid Construction Inc,

of 3075 Janitell Rd., Suite 200, Colorado Springs, CO 80906, 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 (5%) of Total Amount Bid Dollars ($ 5%), lawful money of the Unites 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 proposal dated

February 23rd, 2024, for:

BID NO.: **24-030 (CI2415, WWAN02)**
BID NAME: **Asphalt and Utility Improvements - Dillon Drive (RR Bridge to Eagleridge Boulevard)**

and said Obligee has required as a condition for receiving said proposal that the Principal deposit specified Proposal 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 him, 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 him for signature, enter into a written Contract Agreement with the Obligee in accordance with his 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)

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Signed, sealed and delivered this 23rd day of February, 2024.

ATTEST:

PYRAMID CONSTRUCTION, INC SEAL COLORADO

Pyramid Construction Inc
Principal

By _____
Secretary

By _____
President

(SEAL)

ATTEST:

United Fire & Casualty Company
Surety

By _____
Witness to Surety

By _____
Christina L. Townsend, Attorney-in-Fact

(SEAL)

UNITED FIRE & CASUALTY COMPANY CORPORATE SEAL January 2, 1946 CEDAR RAPIDS IOWA

24-030 (CI2415, WWAN02)

Asphalt and Utility Improvements - Dillon Drive (RR Bridge to Eagleridge Boulevard)

DocuSign Envelope ID: 19F576C6-8C9C-4777-9A90-7A7439CA7AE1

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

TIMOTHY J. BLANCHARD, CHRISTINA L. TOWNSEND, JENNIFER J. WALKER, ROBERT CHARLES TORREZ, TERRI L. REESE, BARBARA J. ARNOLD, NIKKI M. MOSBRUCKER, LYNN CHRISTINE BOSMAN, ASHLEY K. ANDERSON, K'ANNE E. VOGEL, NICOLE LEE MCGUIRE, ANDREW P. WALTERS, 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 $15,000,000.00 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 2nd day of June, 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 2nd day of June, 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 2nd day of June, 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
Iowa Notarial Seal
Commission number 173041
My Commission Expires 4/23/2024

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 23rd day of February, 2024.

By: Mary A Bertsch
Assistant Secretary,
UF&C & UF&I & FPIC

BPOA0045 122017

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

ADDENDA REPORT

IFB No. 24-030 (CI2415, WWAN02)

Asphalt and Utility Improvements - Dillon Drive (RR Bridge to Eagleridge Boulevard)

RESPONSE DEADLINE: March 8, 2024 at 10:30 am

Friday, March 8, 2024

Addenda Issued:

Addendum #1

Feb 15, 2024 5:21 PM

The due date for this project has been extended.

Please use the See What Changed link to view all the changes made by this addendum.

Addendum #2

Feb 20, 2024 4:04 PM

A. The following changes have been made:

1. SPECIAL PROVISIONS

a. Section 3.52 REMOVE AND REPLACE 18" VCP TO 18" PVC PIPE has been added.

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

Please use the See What Changed link to view all the changes made by this addendum.

Attachments:

· 24-030 Question & Answer Report

Addendum #3

Feb 21, 2024 10:59 AM

The due date for this project has been extended. Addendum No. 4 with additional information regarding the utility improvements will be forthcoming.

Please use the See What Changed link to view all the changes made by this addendum.

***Per Official Notice #3 issued March 5, 2024 via OpenGov: The utility improvement details provided have been determined to be sufficient. Addendum No. 4 will not be issued.**

DocuSign Envelope ID: 19F576C6-8C9C-4777-9A90-7A7439CA7AE1

Addenda Acknowledgements:

Addendum #1

Proposal	Confirmed	Confirmed At	Confirmed By
A&S Construction Co.	X	Feb 20, 2024 3:08 PM	Nick Phillips
Pyramid Construction, Inc.	X	Mar 8, 2024 9:37 AM	Mike Dierks
Tony J Beltramo & Sons, Inc.	X	Feb 18, 2024 7:11 AM	Tim Beltramo

Addendum #2

Proposal	Confirmed	Confirmed At	Confirmed By
A&S Construction Co.	X	Feb 20, 2024 4:30 PM	Nick Phillips
Pyramid Construction, Inc.	X	Mar 8, 2024 9:37 AM	Mike Dierks
Tony J Beltramo & Sons, Inc.	X	Mar 7, 2024 6:29 PM	Tim Beltramo

Addendum #3

Proposal	Confirmed	Confirmed At	Confirmed By
A&S Construction Co.	X	Feb 21, 2024 11:10 AM	Nick Phillips
Pyramid Construction, Inc.	X	Mar 8, 2024 9:37 AM	Mike Dierks
Tony J Beltramo & Sons, Inc.	X	Mar 7, 2024 6:29 PM	Tim Beltramo

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

QUESTION & ANSWER REPORT

IFB No. 24-030 (CI2415, WWAN02)

Asphalt and Utility Improvements - Dillon Drive (RR Bridge to Eagleridge Boulevard)

RESPONSE DEADLINE: February 23, 2024 at 10:30 am

Tuesday, February 20, 2024

Approved, Answers Provided

1. Start Date

Feb 2, 2024 1:24 PM

Question: Is there a mandatory start date?

Feb 2, 2024 1:24 PM

Answered by Charles Roy: It is anticipated that the project will be awarded at the first council meeting in March. Contractor should anticipate a mandatory start date of May 1st with a required completion date of July 31st.

Feb 14, 2024 12:46 PM

2. Working Hours

Feb 2, 2024 1:25 PM

Question: Are there any working hour requirements / What are the expected working hours for this project?

Feb 2, 2024 1:25 PM

Answered by Bob Quintana: Typical paving hours would be between 7:00am and 7:00pm during the summer months.

Feb 14, 2024 12:46 PM

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3. Asphalt patch (3 inch HMA on 8" base)

Feb 2, 2024 1:26 PM

Question: "Asphalt patch (3 inch HMA on 8" base)" is called out in the drawings but bid item "Asphalt Patching (3-inches HMA)" is not mentioned in the drawings. Where is this work to be done?

Feb 2, 2024 1:26 PM

Answered by Bob Quintana: 3.46. ASPHALT PATCHING (3-inches) The contractor shall provide a unit price to furnish, place and compact 3-inches HMA on existing compacted ABC. This bid item will only be used in the event that unsuitable pavement sections are encountered. 3.47. ASPHALT PATCHING (3-inches HMA on 8-inches ABC) The contractor shall provide a unit price to remove existing material to subbase, furnish, place and compact 3-inches HMA on 8-inches ABC.

Feb 14, 2024 12:46 PM

4. VCP Pipe

Feb 2, 2024 1:27 PM

Question: How deep is the existing VCP pipe that is to be replaced?

Feb 2, 2024 1:27 PM

Answered by Sonia Mondragon: The existing VCP sanitary sewer main is between 25'-30' deep, per City of Pueblo best records. The Contractor is responsible to measure the depth of the manhole prior to bidding the project.

Feb 14, 2024 12:46 PM

5. Laydown Yard

Feb 8, 2024 8:21 AM

Question: Where will we be allowed to establish a laydown yard/ trailer location?

Feb 8, 2024 8:21 AM

Answered by Kurt Patrick: It will be the responsibility of the contractor to coordinate with adjacent private property owners if they wish to utilize a property for a laydown yard or construction trailer location. The City will not take part in those negotiations.

Feb 20, 2024 3:15 PM

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PUBLIC IMPROVEMENT INVITATION FOR BID

24-030 (CI2415, WWAN02)

ASPHALT AND UTILITY IMPROVEMENTS - DILLON DRIVE (RR BRIDGE TO EAGLERIDGE BOULEVARD)

City of Pueblo

230 S. Mechanic St.

Pueblo, CO 81003

RELEASE DATE: January 30, 2024

DEADLINE FOR QUESTIONS: February 13, 2024, 4:00 pm

RESPONSE DEADLINE: March 8, 2024, 10:30 am

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

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

DocuSign Envelope ID: 19F576C6-8C9C-4777-9A90-7A7439CA7AE1

City of Pueblo
PUBLIC IMPROVEMENT INVITATION FOR BID
Asphalt and Utility Improvements - Dillon Drive (RR Bridge to Eagleridge Boulevard)

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 - 24-030 Asphalt and Utility Improvements - Dillon Drive, Issued for Bid Drawings 1-30-24

D - 24-030 Combined Existing Utility Maps for Reference Only

DocuSign Envelope ID: 19F576C6-8C9C-4777-9A90-7A7439CA7AE1

1. ADVERTISEMENT FOR BIDS

(AS PUBLISHED)

TO WHOM IT MAY CONCERN:

The City of Pueblo will receive sealed bids up to the hour of 10:30 am (MT) on Friday, March 8, 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 or at https://procurement.opengov.com/portal/pueblo.

BID NO.: 24-030 (CI2415, WWAN02)

BID NAME: Asphalt and Utility Improvements - Dillon Drive (RR Bridge to Eagleridge Boulevard)

PRE-BID MEETING: Tuesday, February 6, 2024, at 10:30 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 asphalt mill and overlay, crack repair, and sanitary sewer large main removal and replacement on Dillon Drive from the north side of existing railroad bridge to the future roundabout at Eagleridge Boulevard and Dillon Drive, 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 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 30, 2024 in The Pueblo Chieftain Newspaper

DocuSign Envelope ID: 19F576C6-8C9C-4777-9A90-7A7439CA7AE1

2. INTRODUCTION

2.1. Summary

This project will consist of asphalt mill and overlay, crack repair and sanitary sewer large main removal and replacement on Dillon Drive from the north side of existing RR Bridge to the future roundabout of Eagleridge Boulevard and Dillon Drive.

2.2. Contact Information

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

Department:
Public Works

2.3. Timeline

Advertisement/Release Project Date	January 30, 2024
Pre-Bid Meeting (Non-Mandatory)	February 6, 2024, 10:30am In Person: Public Works Department 211 E. D St. Pueblo, CO 81003 Zoom: https://pueblo.zoom.us/j/89934451256 Meeting ID: 899 3445 1256 Passcode: 431835
Question Submission Deadline	February 13, 2024, 4:00pm
Bid Opening	March 8, 2024, 10:30am

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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/475/2023-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".

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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 Project 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 Tuesday, February 13, 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.

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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 themself 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.

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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.

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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.

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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, crosspans 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.

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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. 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

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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.

3.29. 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

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3.30. ASPHALT COLD MILL PLANING (ROTO MILLING)

Cold mill planing (roto milling) of the asphalt mat shall consist of removing asphalt from each lane as directed by the Project Manager. Cold planing quantities are estimated and will be paid by actual field measurements. Millings shall be delivered to Pueblo Motorsports Park, located at 3733 North Pueblo Boulevard, Pueblo Colorado 81008.

It is the responsibility of the Contractor to locate all manholes, valves, monument boxes, or other metallic features whether exposed or hidden from view. No claims for damage will be allowed for failure of the Contractor to locate objects. Traffic signal control loops require special attention. It is the Contractor's responsibility to coordinate the field locating of all traffic signal loops with the Traffic Division of the Transportation Department.

3.31. ASPHALT MIX DESIGN

The Contractor shall furnish to the Project Manager prior to paving, a mix design formula from a certified AASHTO testing laboratory, for the hot mix bituminous pavement to be used. The Grading SX mix designs shall conform to the applicable Colorado Department of Transportation (CDOT), Standard Specifications for Road and Bridge Construction, 2022 Edition, Section 702 and Section 703, unless otherwise noted in these Special Provisions. The City will allow up to a maximum of Thirty (30) percent of Reclaimed Asphalt Pavement (RAP) in the asphalt mix design. All aggregate (RAP & Virgin) shall conform to the gradation standards of CDOT's Standard Specifications for Road and Bridge Construction, 2022 Edition, Section 703.04, unless otherwise noted in these Special Provisions. (Note an approved quality control plan for RAP is required prior to mix design approval). The Contractor shall submit a Job Mix Formula (JMF) for all types of HMA asphalt to be used on this project. After the JMF has been established, all mixtures furnished for respective projects shall conform thereto within the range tolerances of CDOT's Standard Specifications for Road and Bridge Construction, 2022 Edition, Section 401.

3.32. TESTING

The City will have an independent laboratory take random tests to verify that the asphalt conforms to the JMF as supplied by the Contractor. These random tests will be paid at the City's expense. Split samples will be available to the Contractor for analysis at a laboratory of his choice at his expense. Asphalt that has been determined not to comply with the JMF shall be removed, disposed of, and new asphalt laid at the total expense of the Contractor.

The Contractor shall provide the City with documentation of all results of asphalt tests to be taken twice daily. No two daily tests shall be performed within 500 tons of another required test unless retesting for a failed (out of spec) test. Any asphalt test that does not comply with the mix design (+/-) tolerances will require an immediate retest. All expenses for daily tests, any required retests, and documentation provided to the City shall be the sole responsibility of the Contractor.

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3.33. BULK ASPHALT CEMENT PRICES ADJUSTMENT

This project is anticipated to be of short duration; therefore, a price adjustment for asphalt cement used on this project will NOT be allowed.

3.34. RAISING AND LOWERING OF MANHOLE LIDS AND RINGS

The Contractor may elect to temporarily remove manhole rings and lids prior to roto milling in order to accomplish his work, if temporarily removed they shall be covered with a steel plate to bridge opening and allow for traffic to drive on the patch where the manhole was located. The Contractor shall patch with asphalt the area where the manhole was lowered and shall be responsible for location and referencing of each manhole.

Raising of manholes rings and covers shall be done to conform to the Standard Details and all applicable provisions of Article 11 shall be followed. The asphalt patch shall be constructed with two (2) four-inch (4") lifts. Patching around manholes shall be HMA Grading SX per Section 2.26 - Asphalt Mix Design as submitted in the JMF. Proper compaction equipment (i.e. pneumatic tamper) shall be used so that uniform compaction is obtained throughout the patched area. Manhole ring adjustment procedures are detailed in "Adjustment Details" Sheet – SD12 of the Standard Construction Specifications and Standard Details for the City of Pueblo, Colorado adopted April 11, 2022, and as most recently amended.

The Contractor shall be responsible for locating and referencing all manholes throughout the project. No locations shall be marked on the curbs with paint. The use of rubber I.D. locators or equivalent shall be included under bid item "Adjust Manholes to Grade".

After the asphalt resurfacing has been applied, all manhole rings and covers for sewer and access vaults shall be raised to be flush with the surrounding pavement as detailed on standard details sheet SD-12. All manholes having rings and covers less than or equal to one quarter inch (1/4") below the surrounding pavement need not be raised but shall be cleaned of any residual asphalt.

Medium and light duty manhole lids and rings shall be replaced with heavy weight lids and rings supplied by the City. Sanitary Sewer and Storm Sewer Lids and rings will be available at the City Streets Division Compound, 310 E. "D" St., Pueblo, Colorado.

3.35. RAISING OF WATER VALVES

Coordination for breaking loose the water valve slip boxes by the Board of Water Works personnel is the responsibility of the Contractor. Valve boxes shall be raised flush immediately behind the paving machine. Due to the potential liability of not having access to the water valves to isolate a water main break a monetary penalty of Fifty Dollars ($50) per valve box will be assessed for each valve box not raised before breakdown rolling. All water valves shall be level with the surrounding pavement when the roller passes over the box, break down rolling and final responsibility of the contractor as specified in Article 11.3.19 of the Standard Construction Specifications and Standard Details for the City of Pueblo, Colorado, adopted April 11, 2022, and as most recently amended.

If asphalt cut back is needed for the adjustment, the Water Valve shall be cut and patched as shown in the standard detail "Adjustment Details" Sheet – SD12 of the Standard Specifications and Standard

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Details for the City of Pueblo, Colorado, adopted April 11, 2022, and as most recently amended. Water valves may be located within the area to be roto milled or Full Depth Reclamation.

3.36. MONUMENT BOXES

The contractor shall raise all top flange type monument boxes flush with the surrounding pavement as outlined in the Standard Details for the City of Pueblo, Colorado (most current revision). Monument boxes may be located within the area to be roto milled. All monument boxes which are not top flange type shall be removed and replaced with new monument boxes provided by the City. The City shall tie-down all monument locations once they have been exposed by the Contractor.

3.37. TEMPORARY PAVEMENT MARKING

It shall be the responsibility of the Contractor to replace all lane markings if removed/covered during construction. Any lane markings removed/covered shall be replaced with temporary pavement markings, until the permanent markings can be replaced, prior to opening any street to traffic. Temporary striping shall be at the Contractors expense.

3.38. TACK COAT

After sweeping, the pavement surface will be inspected by the Project Manager. If satisfactory, the existing pavement shall receive a tack coat of emulsified asphalt. The material shall be uniformly applied with a pressure distributor. The rate of application shall be 0.1 gallon per square yard (minimum) and the maximum so as not to cause bleeding or slippage.

The tack coat shall be applied in such a manner as to offer the least inconvenience to traffic and to permit one-way traffic without pick-up or tracking of the bituminous material. Tack coat shall not be applied after sunset, in cold weather below 60 degrees Fahrenheit, or on a wet pavement. The surface shall be allowed to cure to permit drying and setting of the tack coat prior to the paving operation. When traffic is maintained, not more than ½ of the width of the section shall be treated in one application. Sufficient width shall be left to adequately handle traffic. Bituminous material shall not be placed on any surface where traffic will travel on the freshly applied material. Spills and runs of tack oil must be kept to a minimum. If spills do occur, the Contractor is responsible for cleanup, returning the affected area to acceptable condition as determined by the Project Manager. Care should be taken not to get tack coat on curb and gutter, sidewalks, mailboxes, or driveways.

Tack Coat shall be applied as per Standard Construction Specifications and Details for City of Pueblo, Colorado, adopted April 11, 2022, and as most recently amended, Article 11 Section 11.3.09, and will not be measured and paid for separately but shall be included in the construct overlay bid item. No overlay material shall be placed without the surface first having been tacked 100%.

Removing weeds from cracks and sweeping any debris created by their removal shall be the responsibility of the Contractor prior to applying the tack oil for overlay.

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3.39. EDGE FINISHING

The Overlay shall be hand raked and feathered from one half inch (½") thick at the edge of concrete lip to one inch (1") thick at a point eighteen inches (18") from the lip line at driveways, handicap ramps, and concrete pans or as directed by the Project Manager.

3.40. RAKING AT JOINTS

Raking at the joints must be kept to a minimum. Minimum raking shall be performed so that no distortion or dissimilar surface texture shall be evident at the joint between passes by the paving machine. Transverse joints shall be constructed as specified in Article 11.3.13 of the Standard Construction Specifications and Standard Details for the City of Pueblo, Colorado, adopted April 11, 2022, and as most recently amended.

3.41. CONSTRUCTION SCHEDULE

The Contractor shall submit a detailed and complete schedule at the pre-construction conference showing the route and order of asphalt removal, asphalt patching, overlay and raising of manholes. No work activity will be allowed on any streets adjacent to schools while school is in session.

3.42. DAILY REPORTS

The Contractor shall provide a computer-generated daily report to the City representative monitoring/inspecting the project. The report shall document the weight ticket control number, the date, customer number, job number, the description of material hauled, and the net weight of load in tons. The daily report is due by noon following previous day's work. A copy of each daily report shall be attached to each request for payment for that payment period. All payment requests shall be submitted using the Partial Payment format supplied by the City. Daily reports must differentiate between asphalt used for different types of work. Example, asphalt for overlay, asphalt for leveling, cross-pans must be documented as asphalt for cross-pans, etc. Each special use must be separated and not intermingled on the daily report.

3.43. WEIGHT TICKETS

Weight tickets for each load shall be computer generated and have a control number, customer number, truck number, job number, description of material hauled, net tare weight of the load, and destination of the load. The ticket shall clearly document the purpose of the load, (example: overlay or patching). The Contractor will provide a summary of weight tickets with each pay request, and the City reserves the right to request actual weight tickets for payment verification.

3.44. VEHICLE TOWING

The contractor shall be responsible for coordinating with the Engineer to ensure that all blocks within the work zone are free of parked vehicles. In the event a vehicle is parked on the block that is scheduled to receive overlay that day or that otherwise may interfere with the contractor's operations, and the owner was properly notified 24-hours in advance, the contractor shall notify the Engineer and receive authorization to have the vehicle towed to the nearest convenient side street location. Towing costs for any vehicle towed without authorization of the Engineer will not be paid for by the City. Immediately after any vehicle is towed, the contractor shall provide written notification to the owner and a copy of

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the notification to the Engineer, to advise that the vehicle was towed, the reason it was towed, and address where vehicle was taken. The contractor shall provide the name and phone number of the towing company he intends to use at the Pre-construction conference.

All authorized work for this item will be paid for under the Vehicle Towing bid item.

3.45. CLASS 6 BASE MATERIALS (PLACE AND COMPACT)

The contractor shall provide a unit price for removal of unstable base materials, replace with Class 6 ABC, and compaction of the ABC. This bid item will only be used in the event that unsuitable soils are encountered.

3.46. ASPHALT PATCHING (3-inches)

The contractor shall provide a unit price to furnish, place and compact 3-inches HMA on existing compacted ABC. This bid item will only be used in the event that unsuitable pavement sections are encountered.

3.47. ASPHALT PATCHING (3-inches HMA on 8-inches ABC)

The contractor shall provide a unit price to remove existing material to subbase, furnish, place and compact 3-inches HMA on 8-inches ABC.

3.48. PLACE FLOW-FILL AND PAYMENT

The Contractor will be required to place 2’ of flow-fill in all trenches located in the road of the City of Pueblo's Right-of-Way. Payment for this item shall be based upon cubic yards of flow-fill placed from center of manhole to center of manhole. Delivery tickets must be submitted with invoice for payment of flow-fill.

3.49. ASPHALT PAVING SCHEDULE

Asphalt paving **MUST** commence no later than 3 working days after TV inspection acceptance. Paving is to be carried out continuously until completed. This is to prevent extra moisture from being introduced into the properly compacted materials that could be detrimental to the future quality of the trench. The Contractor shall be responsible for the maintenance of any partially constructed street at all times. In the event that the Contractor is unable to construct the bituminous plant mix pavement during inclement weather, Contractor shall maintain said partially constructed streets to the satisfaction of the Engineer in accordance with Article 8.

3.50. 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.

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3.51. BYPASS PUMPING

The “bypass pumping” pay item shall include all costs incurred with ensuring the raw sewage from the upstream line is redirected past the line which is to be rehabilitated, which may include but is not limited to, removing and replacing the cone section of the manhole, backfill, flowfill, asphalt, etc.

The Contractor shall submit a plan for handling existing sewage flows while rehabilitating the pipe at the pre-construction meeting for approval by the City. The bypass plan must be designed in accordance with the approved traffic control plans. Precautions must be taken to ensure that sewage flow control operations do not cause damage to property being served by the sewers involved. At no time shall raw wastewater run freely through any open ditch where point repairs are to be made. Bypass must be attended during all working hours. All flows must be returned to the collection system during non-working hours, unless authorized by Engineer.

The Contractor shall be responsible to obtain all existing flow measurements in the sewer to determine a bypass plan.

If the City must provide personnel and equipment to minimize damages, in the event of any failure of the Contractor’s sewage flow control operations, the Contractor shall be liable for all costs incurred by the City. The Contractor will be charged on a time and materials basis for this work, which will be deducted from the amount of the Contractor’s final payment.

Payment for this item shall be paid by the lump sum for the entire project.

3.52. REMOVE AND REPLACE 18" VCP TO 18" PVC PIPE

This bid item must meet the requirements detailed in Article 11 - Sanitary Sewers of the Standard Construction Specifications and Standard Details for Pueblo, Colorado, adopted April 11, 2022, and as most recently amended. Due to the depth of the main repair, **Article 7.3.9 - Shoring,** of the Standard Construction Specifications and Standard Details will also apply:

For excavations exceeding 20’ depth, submit drawings and calculations, certified by a registered professional engineer, describing the methods for shoring and sheeting of excavations to City Engineer 15 days prior to start of work. Finish shoring, including sheet piling, and install as necessary workers, banks, adjacent paving, structures, and utilities. Remove shoring, bracing, and sheeting as excavations are backfilled, in a manner to prevent caving.

This bid item shall also include the cost of PG 64-22 asphalt pavement patching for the sewer trench.

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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

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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.

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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.

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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.

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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 themself 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 themself, 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

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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.

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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.

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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.

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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.

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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

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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."

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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

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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

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$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.

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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 in 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 themself 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

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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.

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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

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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.

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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

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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.

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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

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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 themself or the City on account of damage inflicted

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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

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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.

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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.

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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 Statues 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

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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

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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 themself and all materialmen and

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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

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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 - ASPHALT IMPROVEMENTS

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Asphalt Cold mill Planing ± 2 inches	21,176	SY		
2	Install HMA PG SX 64-28 Asphalt Overlay	2,330	TON		
3	Adjust Sanitary Manholes to Finished Grade	6	EA		
4	Adjust Storm Manholes to Finished Grade	7	EA		
5	Adjust Water Valves to Finished Grade	39	EA		
6	Adjust Survey Boxes to Finished Grade	4	EA		
7	Vehicle Towing Allowance	1	EA		
8	Install Pavement Markings per City Plan (Inlaid Epoxy, 4-inch White)	491	SF		
9	Install Pavement Markings per City Plan (Inlaid Epoxy, 8-inch White)	795	SF		
10	Install Pavement Markings per City Plan (Inlaid Epoxy, 4-inch Yellow)	2,330	SF		
11	Install Thermoplastic Markings per City Plan (Arrows)	414	SF		
12	Install Thermoplastic Markings per City Plans (X-Walk)	220	SF		
13	Install Thermoplastic Markings per City Plans (Stop Bars)	116	SF		
14	Asphalt Patching (3-inches HMA)	500	SF		
15	Asphalt Patching (3-inches HMA on 8-inches ABC)	4,608	SF		

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Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
16	Erosion and Sediment Control	1	LS		
17	Traffic Control	1	LS		
18	Mobilization	1	LS		
TOTAL					

BASE BID - SANITARY SEWER IMPROVEMENTS

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
19	Remove & Replace 18" VCP to 18" PVC Pipe	140	LF		
20	Remove & Replace 60" Manhole > 25' Deep	1	EA		
21	Bypass Pumping	1	LS		
22	Tracer Wire Installation	1	LS		
23	FlowFill	75	CY		
24	Mobilization	1	LS		
25	Traffic Control	1	LS		
TOTAL					

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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

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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

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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

DocuSign Envelope ID: 19F576C6-8C9C-4777-9A90-7A7439CA7AE1

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)

DocuSign Envelope ID: 19F576C6-8C9C-4777-9A90-7A7439CA7AE1

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.

DocuSign Envelope ID: 19F576C6-8C9C-4777-9A90-7A7439CA7AE1

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)

DocuSign Envelope ID: 19F576C6-8C9C-4777-9A90-7A7439CA7AE1

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.

DocuSign Envelope ID: 19F576C6-8C9C-4777-9A90-7A7439CA7AE1

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

DocuSign Envelope ID: 19F576C6-8C9C-4777-9A90-7A7439CA7AE1

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

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

If you have any questions, feel free to contact our office 719-543-0002.

DocuSign Envelope ID: 19F576C6-8C9C-4777-9A90-7A7439CA7AE1

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, 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.

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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 of 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.

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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.

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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

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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 (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?

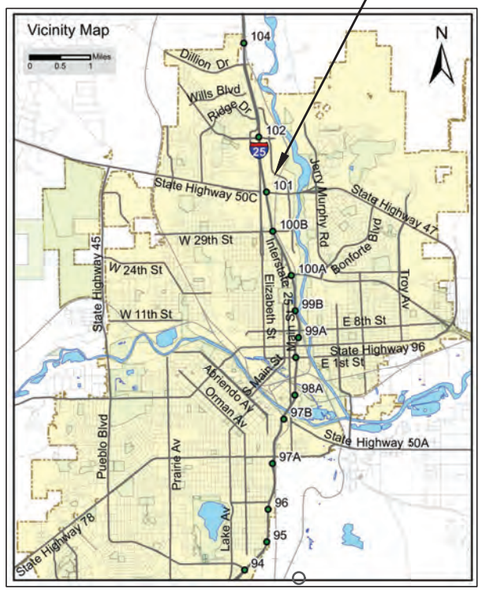
Yes, we need WRITTEN notification that your business has closed.

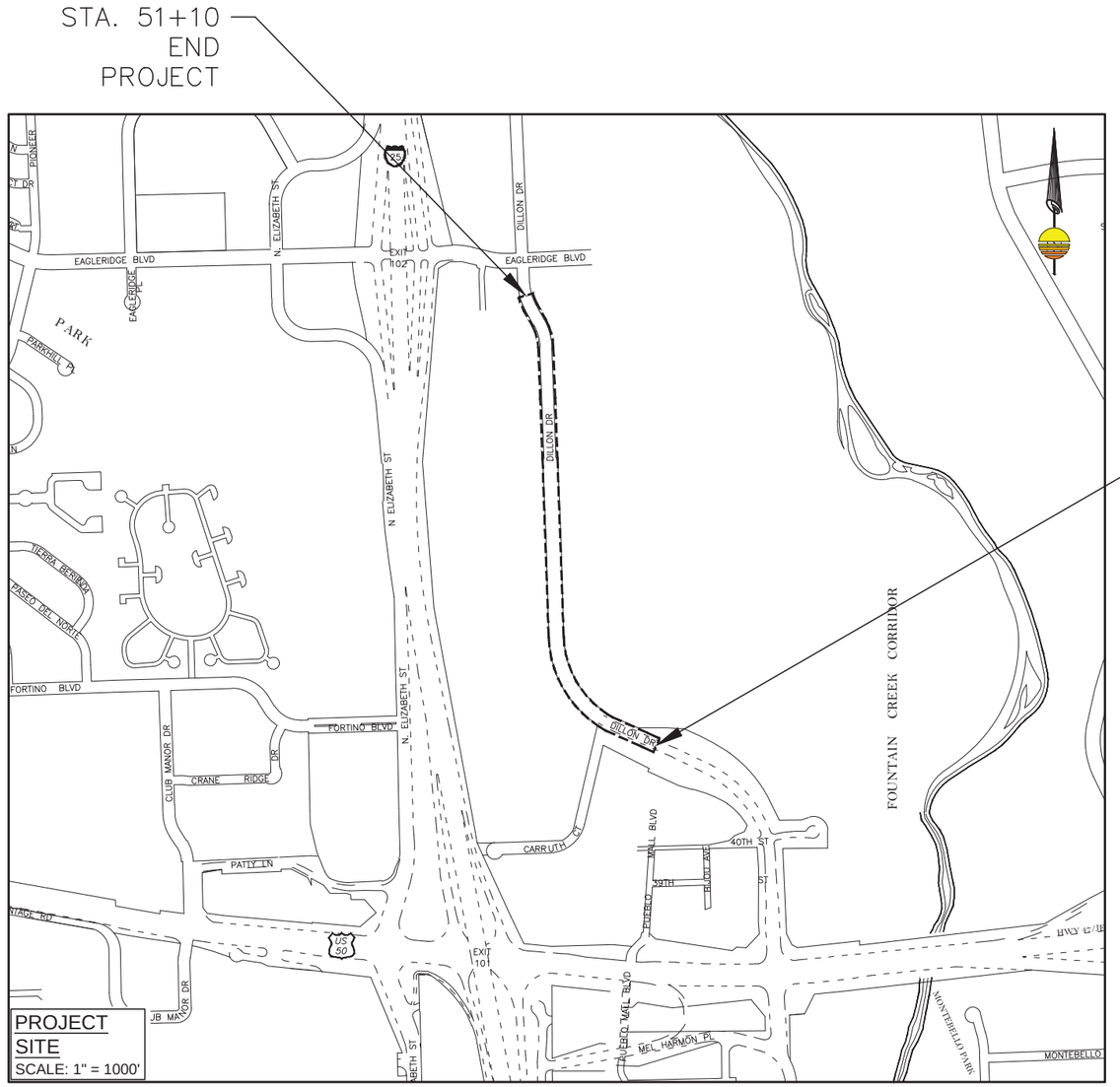
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ASPHALT AND UTILITY IMPROVEMENTS - DILLON DRIVE (RR BRIDGE TO EAGLERIDGE BOULEVARD)

PROJECT 24-030 (CI2415,WWAN01)

City of Pueblo, Colorado





SHEET INDEX	
DESCRIPTION	**SHEET NO.**
COVER SHEET	1
ASPHALT IMPROVEMENTS	2–9
SANITARY SEWER IMPROVEMENTS	10

Utility Companies and Contacts List

Company	Name		Email	Phone
Black Hills Energy	Derek	Chavez	derek.chavez@blackhillscorp.com	719-546-5808
QWEST/Century Link	Larry	Gurule	larry.gurule@centurylink.com	719-647-5230
Board of Water Works	Justin	Richardson	jrichardson@pueblowater.org	719-250-4147
Xcel Energy	Kevin	Johnson	kevin.johnson@xcelenergy.com	719-549-3615
Comcast	Dale	Stewart	dale_stewart@cable.comcast.com	719-306-2767
CDOT	Danny	Espinoza	danny.espinoza@dot.state.co.us	719-562-5519
Pueblo County	Teresa	Guagliardo	guagliardot@co.pueblo.co.us	719-583-4629
City of Pueblo Wastewater	Sonia	Mondragon	smondragon@pueblo.us	719-553-2890
City of Pueblo Stormwater	Jeff	Hawkins	jhawkins@pueblo.us	719-553-2277
City of Pueblo Public Works	Chuck	Roy	croy@pueblo.us	719-553-2271
City of Pueblo Traffic	Kevin	Passig	kpassig@pueblo.us	719-553-2722
City of Pueblo Streets	BJ	Aragon	baragon@pueblo.us	719-553-2319
City of Pueblo Parks	Mike	Taft	mtaft@pueblo.us	719-568-7780

BEFORE YOU DIG CALL: 1-800-922-1987 OR 811

Utility Notification Center of Colorado www.uncc.org

Know what's below. Call before you dig.

ISSUED FOR BID DRAWINGS - 1/30/24

NO.	REVISIONS	BY	DATE	APPROVAL

BUREAU OF CITY OF PUEBLO COLORADO PUBLIC WORKS

city of PUEBLO colorado

PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
211 EAST "D" STREET PUEBLO, CO 81003
(719) 553-2295 PHONE
(719) 553-2294 FAX

SCALE (H):
SCALE (V):
DRAWN BY: JC
DESIGNED BY: JC
CHECKED BY: BQ
DATE: 1-30-24

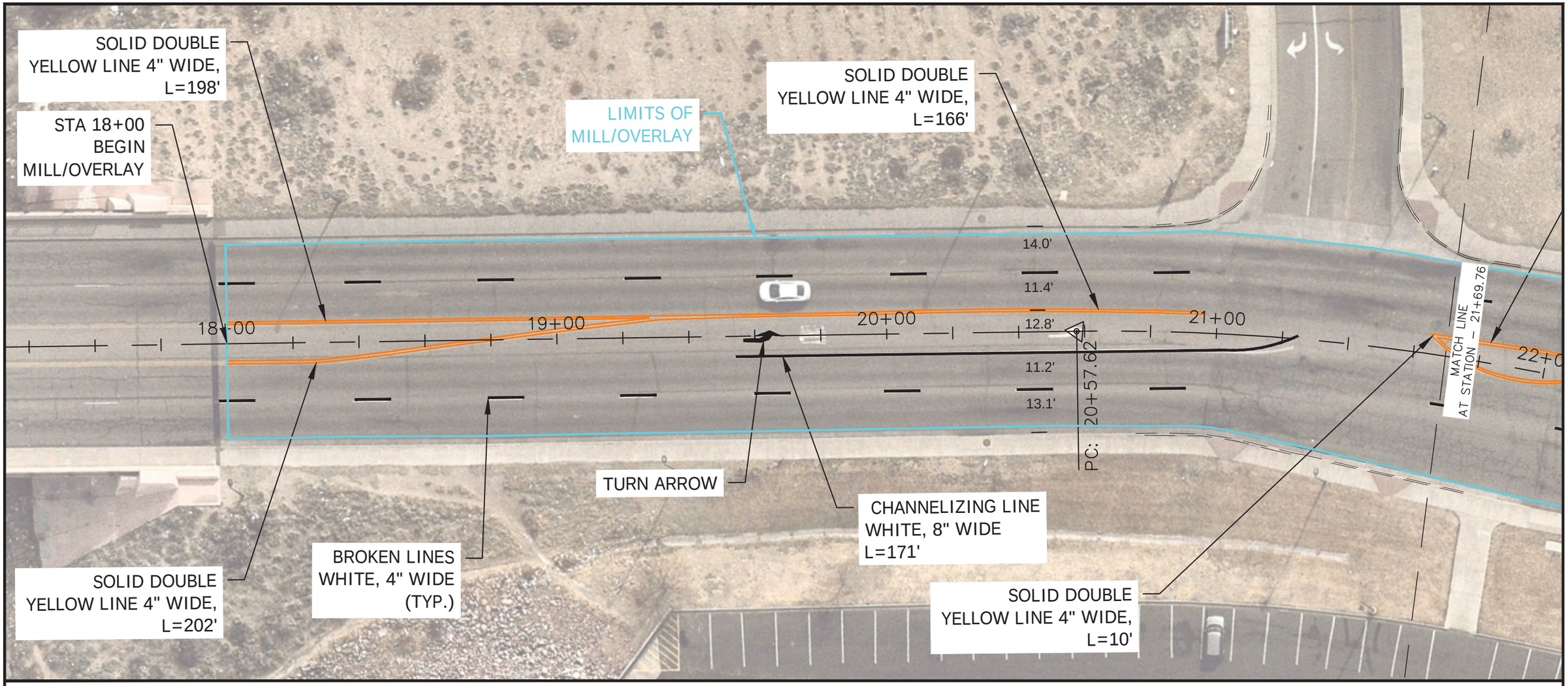
24-030
ASPHALT AND UTILITY IMPROVEMENTS - DILLON DRIVE

COVER SHEET

DRAWING NO.

SHEET NO. 1

M:\Engineering\Shared\Engineering\2024 Projects\24-030 - Asphalt Improvements and Utility Improvements - Dillon Drive (RR Bridge to Eagleridge Blvd)\Pre-Award\Working Drawings\P_MASTER_DILLON_STRIPING_REVISED_1-30-24.dwg, 1/30/2024 9:49:37 AM, DWG To PDF.pc3



PAVEMENT MARKING QUANTITIES:

53	S.F. PAVEMENT MARKINGS (TAPE 4" WHITE)
87	S.F PAVEMENT MARKINGS (TAPE 8" WHITE)
286	S.F. PAVEMENT MARKINGS (TAPE 4" YELLOW)
14	S.F. THERMOPLASTIC MARKINGS (TURN ARROW)

NOTE:
DIMENSIONS SHOWN ARE FROM FACE OF CURB TO CENTERLINE OF MARKINGS AND FROM CENTERLINE TO CENTERLINE OF MARKINGS.

ISSUED FOR BID DRAWINGS - 1/30/24

NO.	REVISIONS	BY	DATE	APPROVAL

BUREAU OF CITY OF PUEBLO COLORADO PUBLIC WORKS

city of PUEBLO colorado

PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
211 EAST "D" STREET PUEBLO, CO 81003
(719) 553-2295 PHONE
(719) 553-2294 FAX

SCALE (H): 1" = 30'
SCALE (V):
DRAWN BY: JC
DESIGNED BY: JC
CHECKED BY: BQ
DATE: 1-30-24

24-030
ASPHALT AND UTILITY IMPROVEMENTS - DILLON DRIVE

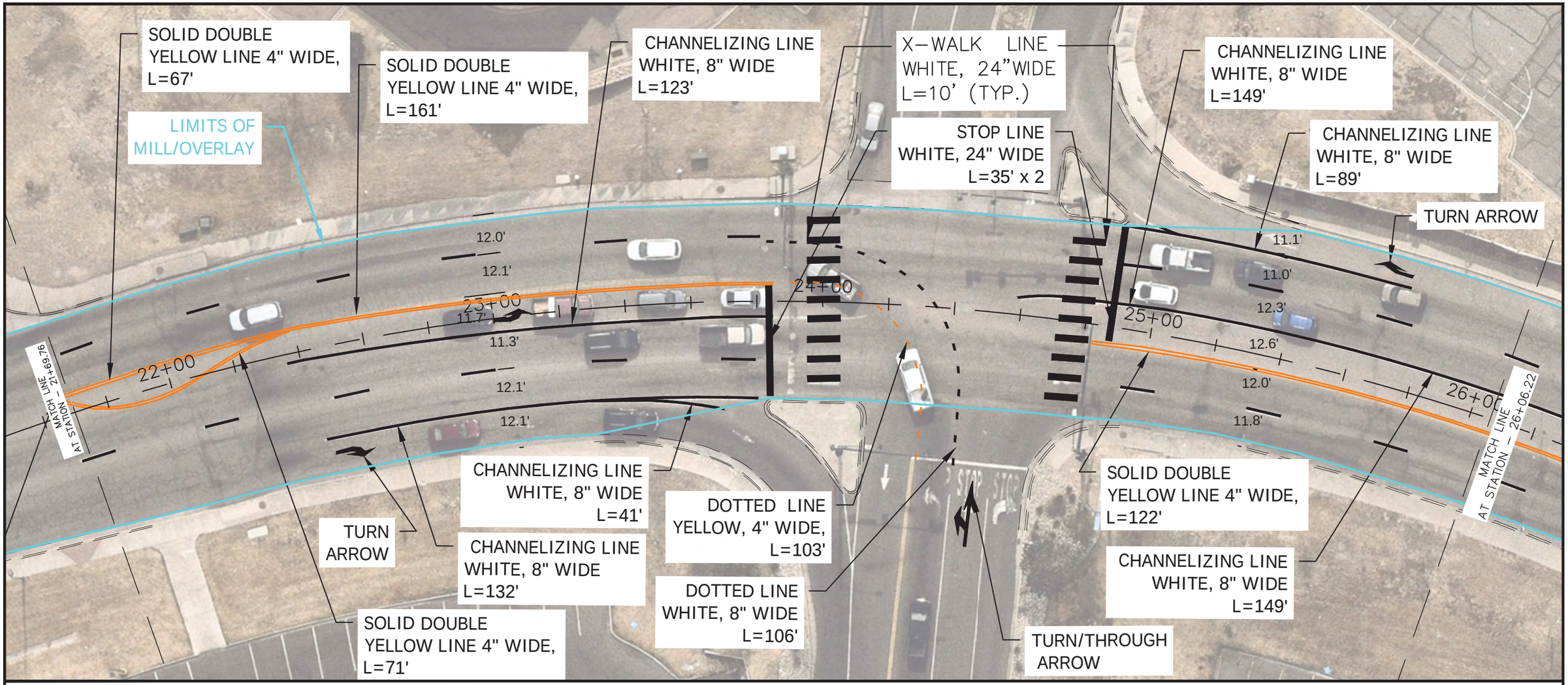
DILLON DRIVE PAVING AND STRIPING PLAN

DRAWING NO.

SHEET NO. 2

M:\Engineering\Shared\Engineering\2024 Projects\24-030 - Asphalt Improvements and Utility Improvements - Dillon Drive (RR Bridge to Eagleridge Blvd)\Pre-Award\Working Drawings\P_MASTER_DILLON_STRIPING_REVISED_1-30-24.dwg, 1/30/2024 9:49:48 AM, DWG To PDF.pc3

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PAVEMENT MARKING QUANTITIES:

60	S.F. PAVEMENT MARKINGS (TAPE 4" WHITE)
371	S.F PAVEMENT MARKINGS (TAPE 8" WHITE)
266	S.F. PAVEMENT MARKINGS (TAPE 4" YELLOW)
54	S.F. THERMOPLASTIC MARKINGS (TURN ARROW)
220	S.F. THERMOPLASTIC MARKINGS (X-WALK)
116	S.F. THERMOPLASTIC MARKINGS (STOP BARS)

NOTE:
DIMENSIONS SHOWN ARE FROM FACE OF CURB TO CENTERLINE OF MARKINGS AND FROM CENTERLINE TO CENTERLINE OF MARKINGS.

ISSUED FOR BID DRAWINGS - 1/30/24

NO.	REVISIONS	BY	DATE	APPROVAL

BUREAU OF CITY OF PUEBLO COLORADO PUBLIC WORKS

city of PUEBLO colorado

PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
211 EAST "D" STREET PUEBLO, CO 81003
(719) 553-2295 PHONE
(719) 553-2294 FAX

SCALE (H): 1" = 30'
SCALE (V):
DRAWN BY: JC
DESIGNED BY: JC
CHECKED BY: BQ
DATE: 1-30-24

24-030
ASPHALT AND UTILITY IMPROVEMENTS - DILLON DRIVE

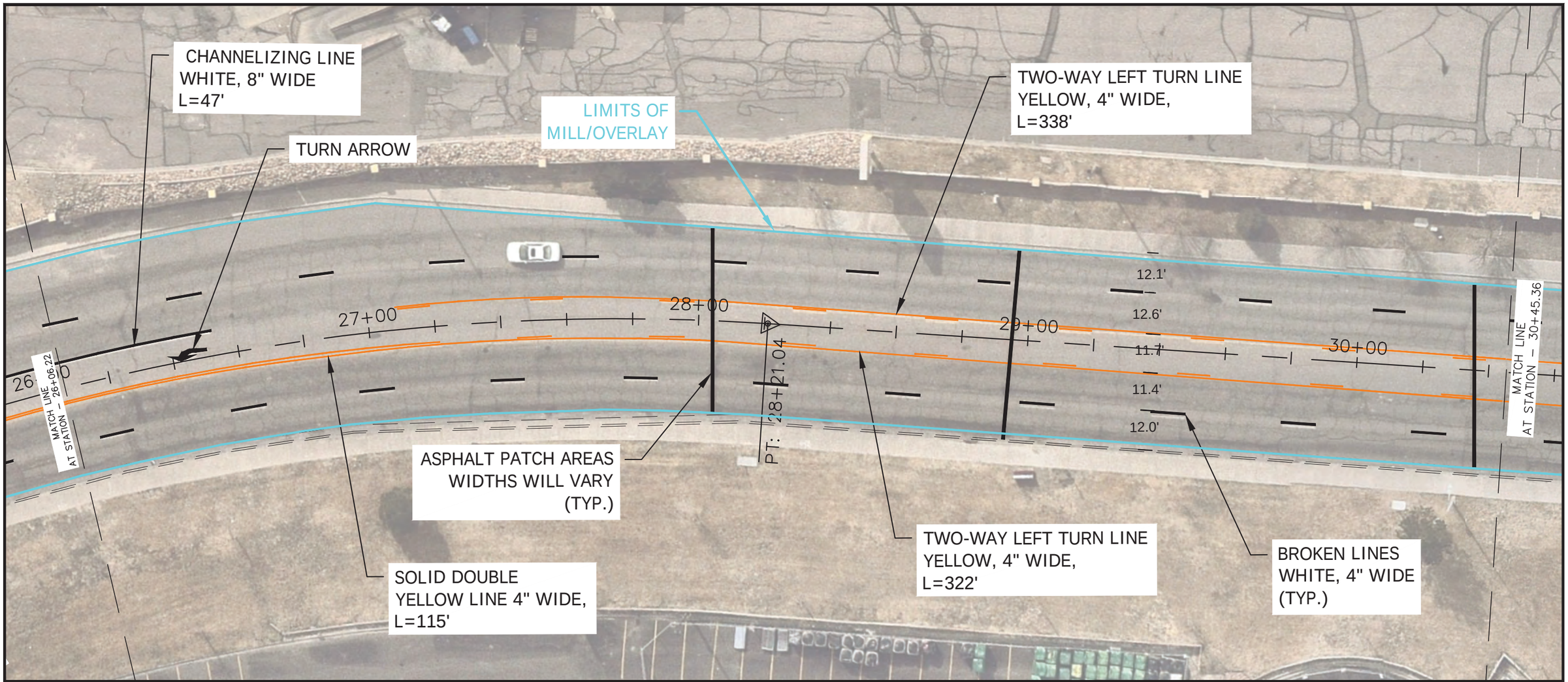
DILLON DRIVE PAVING AND STRIPING PLAN

DRAWING NO.

SHEET NO. 3

M:\Engineering\Shared\Engineering\2024 Projects\24-030 - Asphalt Improvements and Utility Improvements - Dillon Drive (RR Bridge to Eagleridge Blvd)\Pre-Award\Working Drawings\P_MASTER_DILLON_STRIPING_REVISED_1-30-24.dwg, 1/30/2024 9:49:58 AM, DWG To PDF.pc3

DocuSign Envelope ID: 19F576C6-8C9C-4777-9A90-7A7439CA7AE1



PAVEMENT MARKING QUANTITIES:

73	S.F. PAVEMENT MARKINGS (TAPE 4" WHITE)
31	S.F PAVEMENT MARKINGS (TAPE 8" WHITE)
350	S.F. PAVEMENT MARKINGS (TAPE 4" YELLOW)
13.5	S.F. THERMOPLASTIC MARKINGS (TURN ARROW)
680	S.F. ASPHALT PATCH (3-INCH HMA ON 8-INCH ABC)



NOTE:
DIMENSIONS SHOWN ARE FROM FACE OF CURB TO CENTERLINE OF MARKINGS AND FROM CENTERLINE TO CENTERLINE OF MARKINGS.

ISSUED FOR BID DRAWINGS - 1/30/24

NO.	REVISIONS	BY	DATE	APPROVAL

BUREAU OF CITY OF PUEBLO COLORADO PUBLIC WORKS

city of PUEBLO colorado

PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
211 EAST "D" STREET PUEBLO, CO 81003
(719) 553-2295 PHONE
(719) 553-2294 FAX

SCALE (H): 1" = 30'
SCALE (V):
DRAWN BY: JC
DESIGNED BY: JC
CHECKED BY: BQ
DATE: 1-30-24

24-030
ASPHALT AND UTILITY IMPROVEMENTS - DILLON DRIVE

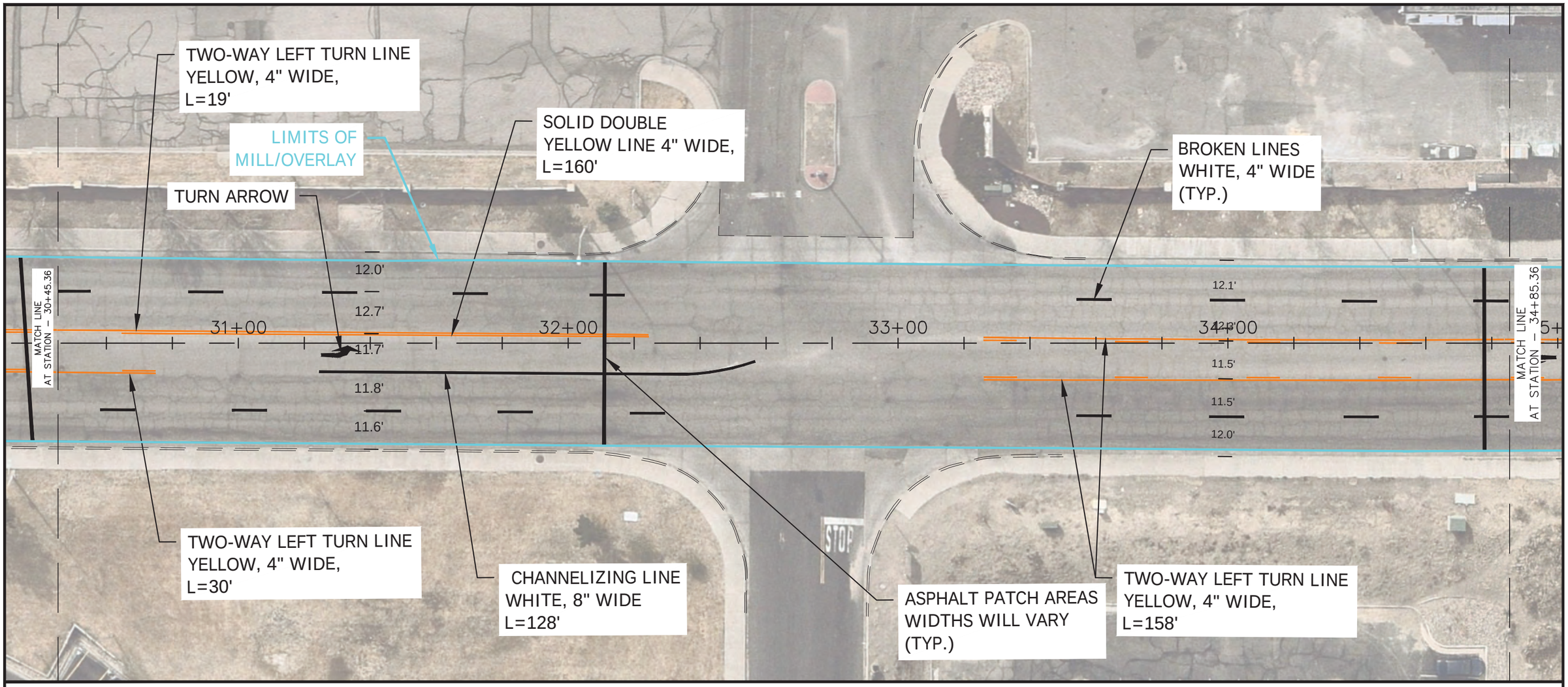
DILLON DRIVE PAVING AND STRIPING PLAN

DRAWING NO.

SHEET NO. 4

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PAVEMENT MARKING QUANTITIES:

60	S.F. PAVEMENT MARKINGS (TAPE 4" WHITE)
85	S.F PAVEMENT MARKINGS (TAPE 8" WHITE)
226	S.F. PAVEMENT MARKINGS (TAPE 4" YELLOW)
14	S.F. PAVEMENT MARKINGS (TURN ARROWS)
448	S.F. ASPHALT PATCH (3-INCH HMA ON 8-INCH ABC)



NOTE:
DIMENSIONS SHOWN ARE FROM FACE OF CURB TO CENTERLINE OF MARKINGS AND FROM CENTERLINE TO CENTERLINE OF MARKINGS.

ISSUED FOR BID DRAWINGS - 1/30/24

NO.	REVISIONS	BY	DATE	APPROVAL

BUREAU OF CITY OF PUEBLO COLORADO PUBLIC WORKS

city of PUEBLO colorado

PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
211 EAST "D" STREET PUEBLO, CO 81003
(719) 553-2295 PHONE
(719) 553-2294 FAX

SCALE (H): 1" = 30'
SCALE (V):
DRAWN BY: JC
DESIGNED BY: JC
CHECKED BY: BQ
DATE: 1-30-24

24-030
ASPHALT AND UTILITY IMPROVEMENTS - DILLON DRIVE

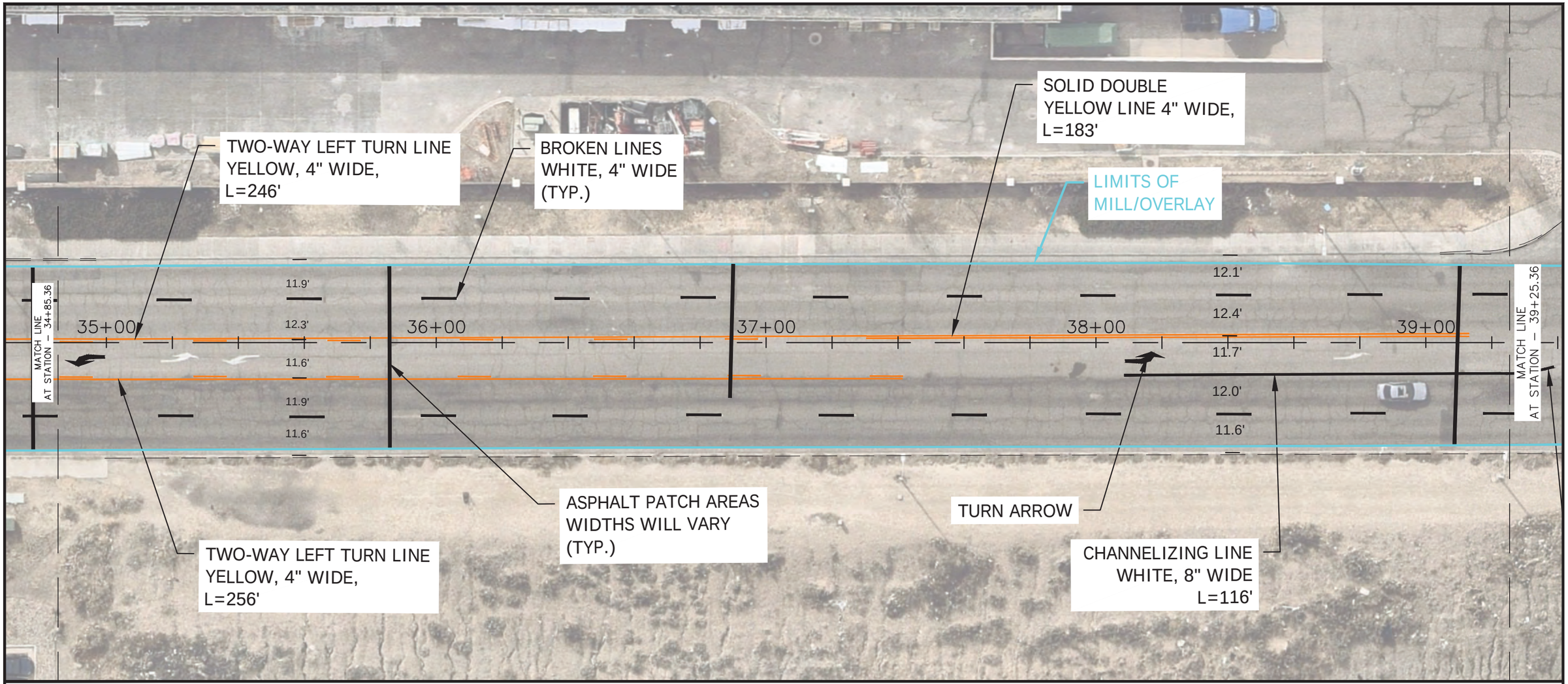
DILLON DRIVE PAVING AND STRIPING PLAN

DRAWING NO.

SHEET NO. 5

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DocuSign Envelope ID: 19F576C6-8C9C-4777-9A90-7A7439CA7AE1



PAVEMENT MARKING QUANTITIES:

73	S.F. PAVEMENT MARKINGS (TAPE 4" WHITE)
77	S.F PAVEMENT MARKINGS (TAPE 8" WHITE)
329	S.F. PAVEMENT MARKINGS (TAPE 4" YELLOW)
27	S.F. THERMOPLASTIC MARKINGS (TURN ARROW)
604	S.F. ASPHALT PATCH (3-INCH HMA ON 8-INCH ABC)



NOTE:
DIMENSIONS SHOWN ARE FROM FACE OF CURB TO CENTERLINE OF MARKINGS AND FROM CENTERLINE TO CENTERLINE OF MARKINGS.

ISSUED FOR BID DRAWINGS - 1/30/24

NO.	REVISIONS	BY	DATE	APPROVAL

BUREAU OF CITY OF PUEBLO COLORADO PUBLIC WORKS

city of PUEBLO colorado

PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
211 EAST "D" STREET PUEBLO, CO 81003
(719) 553-2295 PHONE
(719) 553-2294 FAX

SCALE (H): 1" = 30'
SCALE (V):
DRAWN BY: JC
DESIGNED BY: JC
CHECKED BY: BQ
DATE: 1-30-24

24-030
ASPHALT AND UTILITY IMPROVEMENTS - DILLON DRIVE

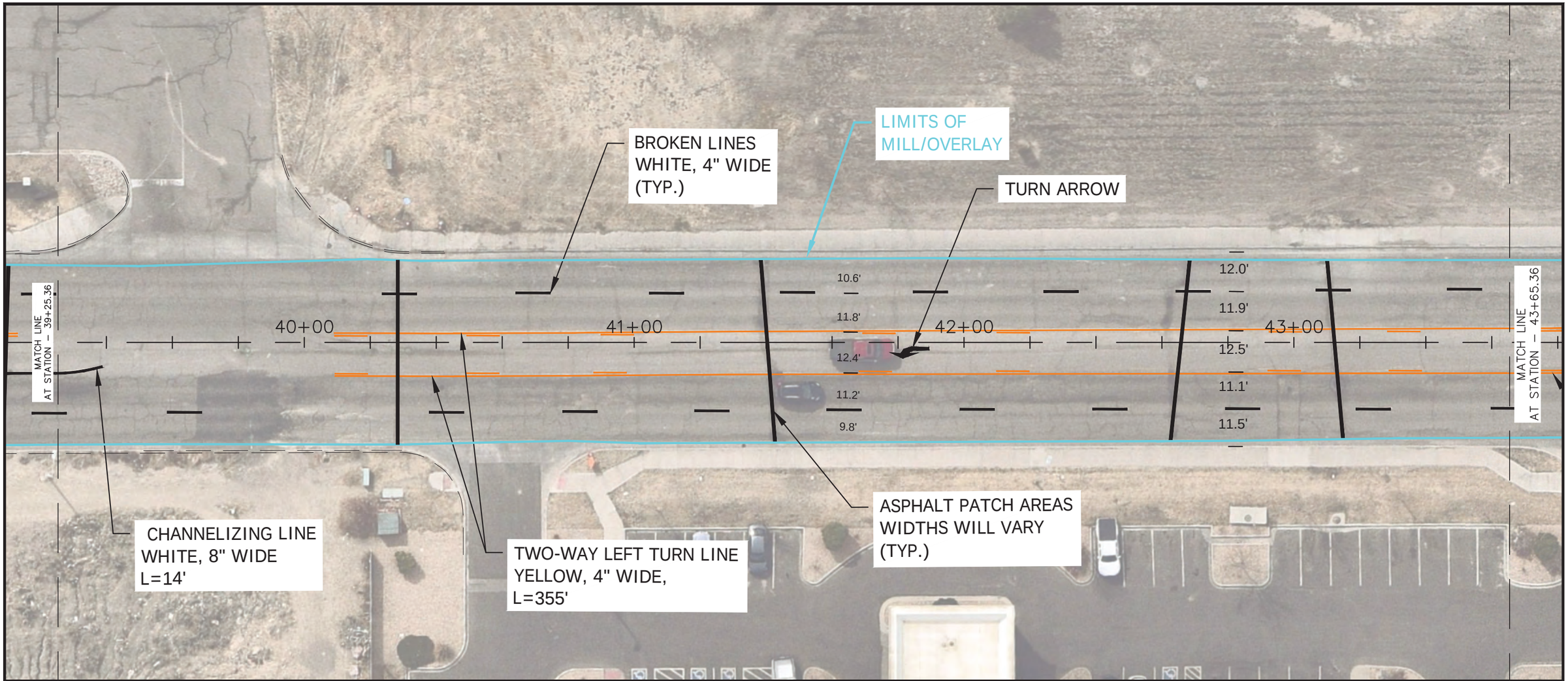
DILLON DRIVE PAVING AND STRIPING PLAN

DRAWING NO.

SHEET NO. 6

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PAVEMENT MARKING QUANTITIES:

62	S.F. PAVEMENT MARKINGS (TAPE 4" WHITE)
9	S.F PAVEMENT MARKINGS (TAPE 8" WHITE)
294	S.F. PAVEMENT MARKINGS (TAPE 4" YELLOW)
27	S.F. THERMOPLASTIC MARKINGS (TURN ARROW)
888	S.F. ASPHALT PATCH (3-INCH HMA ON 8-INCH ABC)



NOTE:
DIMENSIONS SHOWN ARE FROM FACE OF CURB TO CENTERLINE OF MARKINGS AND FROM CENTERLINE TO CENTERLINE OF MARKINGS.

ISSUED FOR BID DRAWINGS - 1/30/24

NO.	REVISIONS	BY	DATE	APPROVAL

BUREAU OF CITY OF PUEBLO COLORADO PUBLIC WORKS

city of PUEBLO colorado

PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
211 EAST "D" STREET PUEBLO, CO 81003
(719) 553-2295 PHONE
(719) 553-2294 FAX

SCALE (H): 1" = 30'
SCALE (V):
DRAWN BY: JC
DESIGNED BY: JC
CHECKED BY: BQ
DATE: 1-30-24

24-030
ASPHALT AND UTILITY IMPROVEMENTS - DILLON DRIVE

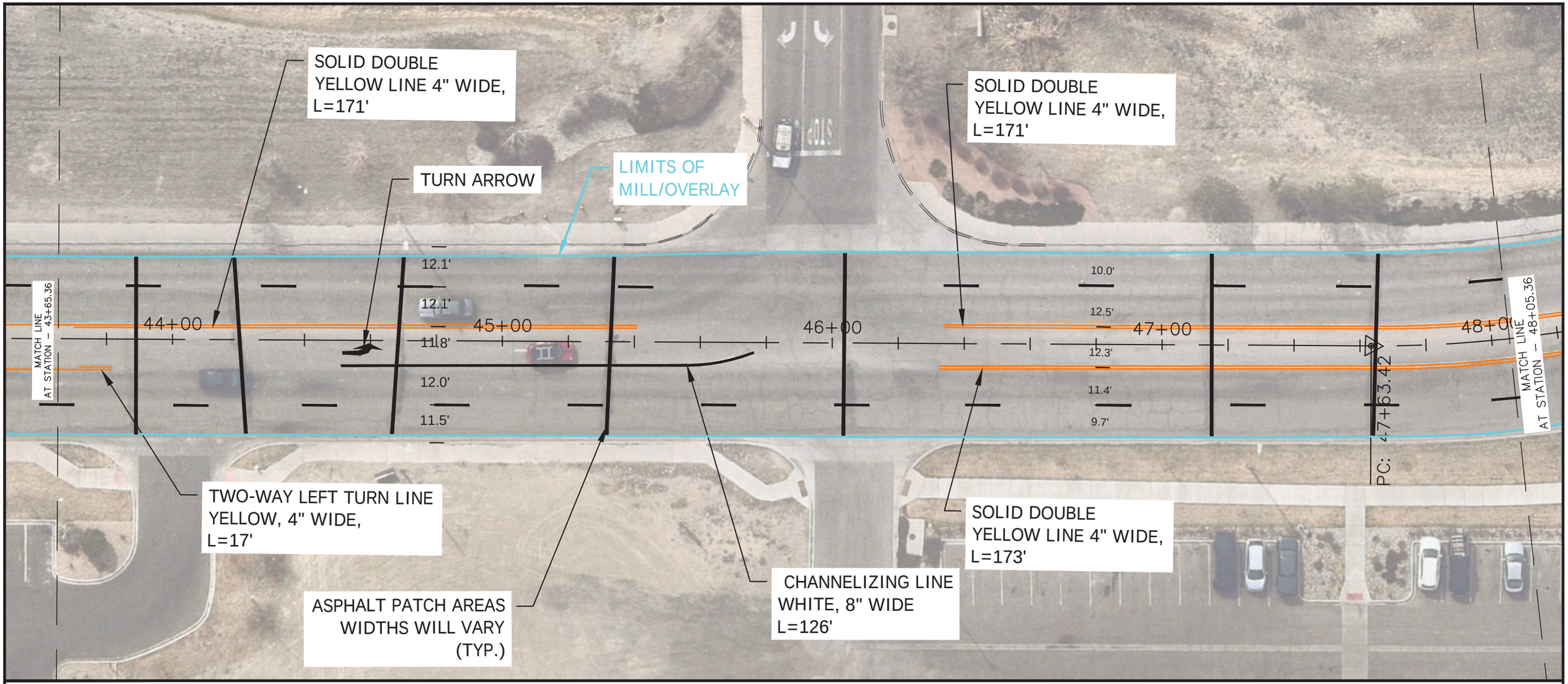
DILLON DRIVE PAVING AND STRIPING PLAN

DRAWING NO.

SHEET NO. 7

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DocuSign Envelope ID: 19F576C6-8C9C-4777-9A90-7A7439CA7AE1



PAVEMENT MARKING QUANTITIES:

70	S.F. PAVEMENT MARKINGS (TAPE 4" WHITE)
80	S.F PAVEMENT MARKINGS (TAPE 8" WHITE)
347	S.F. PAVEMENT MARKINGS (TAPE 4" YELLOW)
14	S.F. THERMOPLASTIC MARKINGS (TURN ARROW)
1540	S.F. ASPHALT PATCH (3-INCH HMA ON 8-INCH ABC)



NOTE:
DIMENSIONS SHOWN ARE FROM FACE OF CURB TO CENTERLINE OF MARKINGS AND FROM CENTERLINE TO CENTERLINE OF MARKINGS.

ISSUED FOR BID DRAWINGS - 1/30/24

NO.	REVISIONS	BY	DATE	APPROVAL

BUREAU OF CITY OF PUEBLO COLORADO PUBLIC WORKS

city of PUEBLO colorado

PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
211 EAST "D" STREET PUEBLO, CO 81003
(719) 553-2295 PHONE
(719) 553-2294 FAX

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SCALE (V):
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DESIGNED BY: JC
CHECKED BY: BQ
DATE: 1-30-24

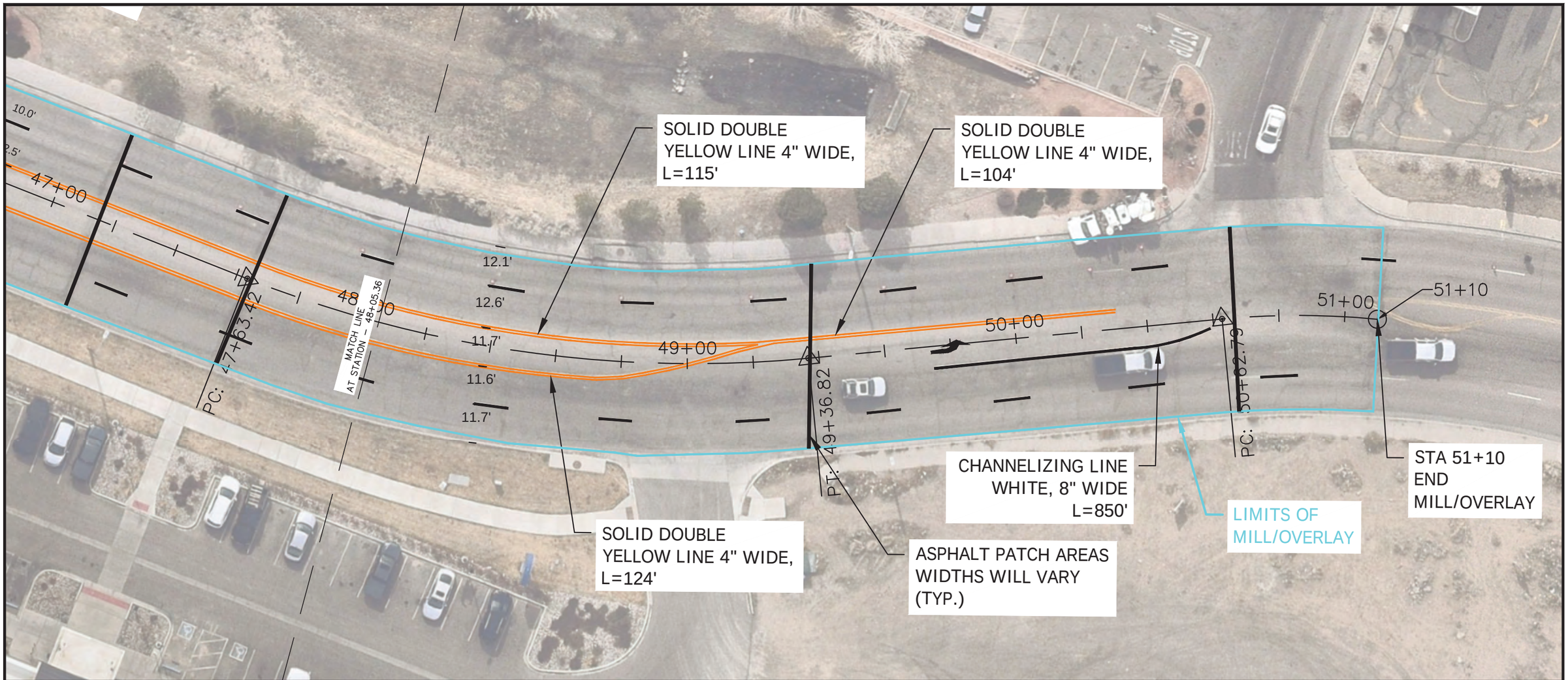
24-030
ASPHALT AND UTILITY IMPROVEMENTS - DILLON DRIVE

DILLON DRIVE PAVING AND STRIPING PLAN

DRAWING NO.

SHEET NO. 8

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PAVEMENT MARKING QUANTITIES:

40	S.F. PAVEMENT MARKINGS (TAPE 4" WHITE)
55	S.F PAVEMENT MARKINGS (TAPE 8" WHITE)
232	S.F. PAVEMENT MARKINGS (TAPE 4" YELLOW)
448	S.F. ASPHALT PATCH (3-INCH HMA ON 8-INCH ABC)

NOTE:
DIMENSIONS SHOWN ARE FROM FACE OF CURB TO CENTERLINE OF MARKINGS AND FROM CENTERLINE TO CENTERLINE OF MARKINGS.

ISSUED FOR BID DRAWINGS - 1/30/24

NO.	REVISIONS	BY	DATE	APPROVAL

BUREAU OF CITY OF PUEBLO COLORADO PUBLIC WORKS

city of PUEBLO colorado

PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
211 EAST "D" STREET PUEBLO, CO 81003
(719) 553-2295 PHONE
(719) 553-2294 FAX

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24-030
ASPHALT AND UTILITY IMPROVEMENTS - DILLON DRIVE

DILLON DRIVE PAVING AND STRIPING PLAN

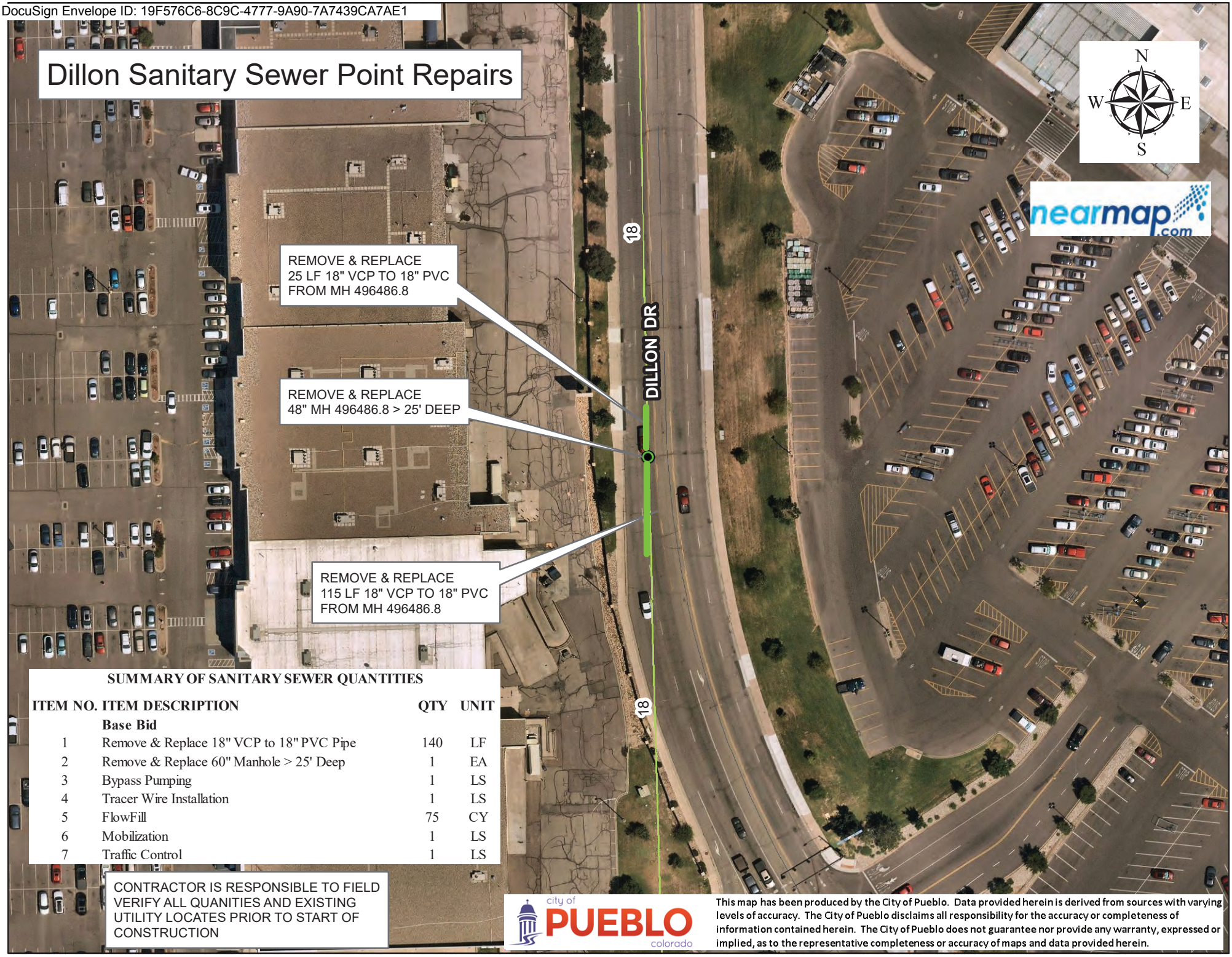
DRAWING NO.

SHEET NO. 9

M:\Engineering\Shared\Engineering\2024 Projects\24-030 - Asphalt Improvements and Utility Improvements - Dillon Drive (RR Bridge to Eagleridge Blvd)\Pre-Award\Working Drawings\P_MASTER_DILLON_STRIPING_REVISED_1-30-24.dwg, 1/30/2024 9:50:58 AM, DWG To PDF.pc3

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Dillon Sanitary Sewer Point Repairs



SUMMARY OF SANITARY SEWER QUANTITIES

ITEM NO.	ITEM DESCRIPTION	QTY	UNIT
	Base Bid		
1	Remove & Replace 18" VCP to 18" PVC Pipe	140	LF
2	Remove & Replace 60" Manhole > 25' Deep	1	EA
3	Bypass Pumping	1	LS
4	Tracer Wire Installation	1	LS
5	FlowFill	75	CY
6	Mobilization	1	LS
7	Traffic Control	1	LS

CONTRACTOR IS RESPONSIBLE TO FIELD VERIFY ALL QUANITIES AND EXISTING UTILITY LOCATES PRIOR TO START OF CONSTRUCTION

city of PUEBLO colorado

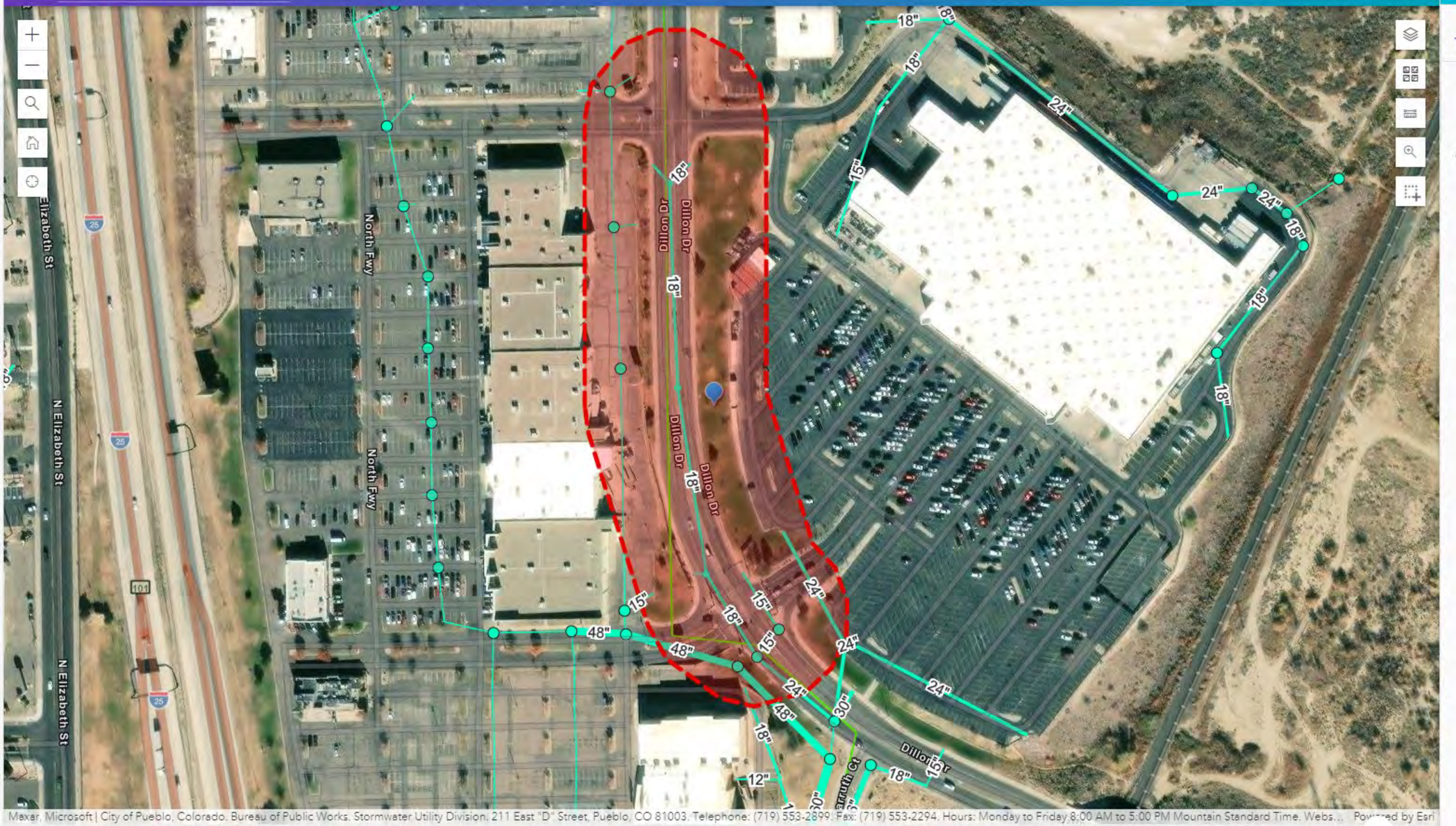
This map has been produced by the City of Pueblo. Data provided herein is derived from sources with varying levels of accuracy. The City of Pueblo disclaims all responsibility for the accuracy or completeness of information contained herein. The City of Pueblo does not guarantee nor provide any warranty, expressed or implied, as to the representative completeness or accuracy of maps and data provided herein.

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https://tms.utilisync.app/map?ticketStatus[equals]=open&showUnassigned[equals]=true

Map
Stormwater Locator Map



Maxar, Microsoft | City of Pueblo, Colorado. Bureau of Public Works. Stormwater Utility Division. 211 East "D" Street, Pueblo, CO 81003. Telephone: (719) 553-2899. Fax: (719) 553-2294. Hours: Monday to Friday 8:00 AM to 5:00 PM Mountain Standard Time. Webs... Powered by Esri

B336301022
PBST01 NORMAL - New
4200 DILLON DR, PUEBLO

TICKET | EXPORT | ONE-CALL | LOG

Select a Form
Locate Request

Assigned To	Unassigned
Created	12/29/23 11:29 AM
Due Date	01/16/24 11:59 PM
Address	4200 DILLON DR, PUEBLO
Work Type	ENGINEERING
Dig In Road	NO
Boring	NO
Location	FROM INT HOME DEPOT DRIVEWAY / DILLON DR ON N/W CORN OF LOT, LOC ROW TO ROW OF DILLON DR S/ 852FT TO END @ INT TINSELTOWN DR / DILLON DR *ACCESS OPEN*
Contact	CITY OF PUEBLO SONYA MONDRAGON 719-250-6598 smondragon@pueblo.us

DocuSign Envelope ID: 19F576C6-8C9C-4777-9A90-7A7439CA7AE1

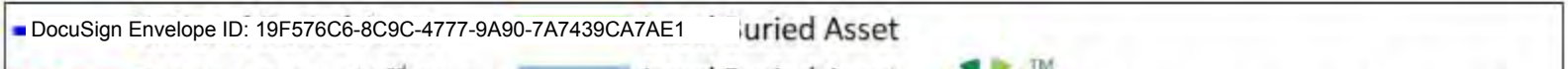
Dear SONYA MONDRAGON,

This is a ***courtesy notice*** to let you know CenturyLink has received your excavation ticket, B336301022, and assigned it to a field resource to be located. The proposed excavation has been identified as a ***possible risk*** to our underground fiber and copper facilities. Consistent with State 811 by laws, you will receive a response once the field review of your ticket has been completed. If by the day your excavation is scheduled to begin, if you ***do not*** see orange CenturyLink marks/flags and ***have not*** received a positive response from CenturyLink, please contact CenturyLink at 1-877-DONT DIG (366-8344).

Thank you,

CenturyLink Cable Protection Management

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This email is for informational purposes only. Please do not reply as this is an unmanned inbox.

DocuSign Envelope ID: 19F576C6-8C9C-4777-9A90-7A7439CA7AE1



Leaflet | Powered by Esri |...

8" PVC (PRIV)
12" PVC
6' DEEP
30' EASEMENT
8" F. L.
12" PVC (TW)
1
HOME DEPOT
3
20'
8" PVC (PRIV)
BLK 2
PAPER WAREHOUSE
2
8" PVC (PRIV)
6" STUB
DILLON DRIVE
12" PVC (TW)
40'
20'
WAL-MART SUPER
T.J. MAX
8" F. L.
6" F. L.
BARNES AND NOBLE
5
20'
8" PVC (PRIV)
OFFICE MAX
38'
1
2" PRIV
6" F. L.
2" PRIV
6" F. L.
PETSMART
4" SE
8" PVC FL IN
THIS DRAWING IS FOR GENERAL INFORMATION ONLY. BEFORE CONSTRUCTION PLANS ARE FINALIZED YOU MUST CONTACT THE BOARDS CIVIL ENGINEER TO VERIFY THAT THE SIZE, TYPE, LOCATION, ETC. OF THE WATER MAIN(S) AND/OR THE PROPOSED WATER SERVICE IS CORRECT.
1
4
ROSS
6" F. L.
20'
8" PVC PRIV
6" STUB
6" STUB
8" PVC (PRIV)
12" PVC (TW)
6" STUB
4" PL

DocuSign Envelope ID: 19F576C6-8C9C-4777-9A90-7A7439CA7AE1

2124208

01/02/2024

4" PE

4" PE

4

20 C

DILLON DR

190 C

E
14
S

4320

W
16
N

4300

E
48
N

4" PE

4250

E
19
N

613 C

24

4230

E
2
S

4" PE

2814

4210

S
18
E

8'
E

2" PE

5 E

2" PE

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Xcel Energy®

Scale: 1" equals 50'

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city of PUEBLO colorado

LOCATE REQUEST

Ticket Number:	B336301022-00B
Address:	4200 DILLON DR
Positive Response:	002 Clear- No Conflict
Notes:	
Requested By:	SONYA MONDRAGON
Request By Email:	smondragon@pueblo.us
Completed By:	Phil Mercer

Locator:	Phil Mercer	Date:	01/09/2024

Sonia Mondragon

From: Colorado 811 <OCARS_Pro@uncc.org>
Sent: Wednesday, January 17, 2024 12:03 AM
To: Sonia Mondragon
Subject: [External] Colorado 811 Current Status of Positive Response for Ticket B336301022-00B

External email. Please use caution.

This is an automatically generated response. Please do not reply to this message.

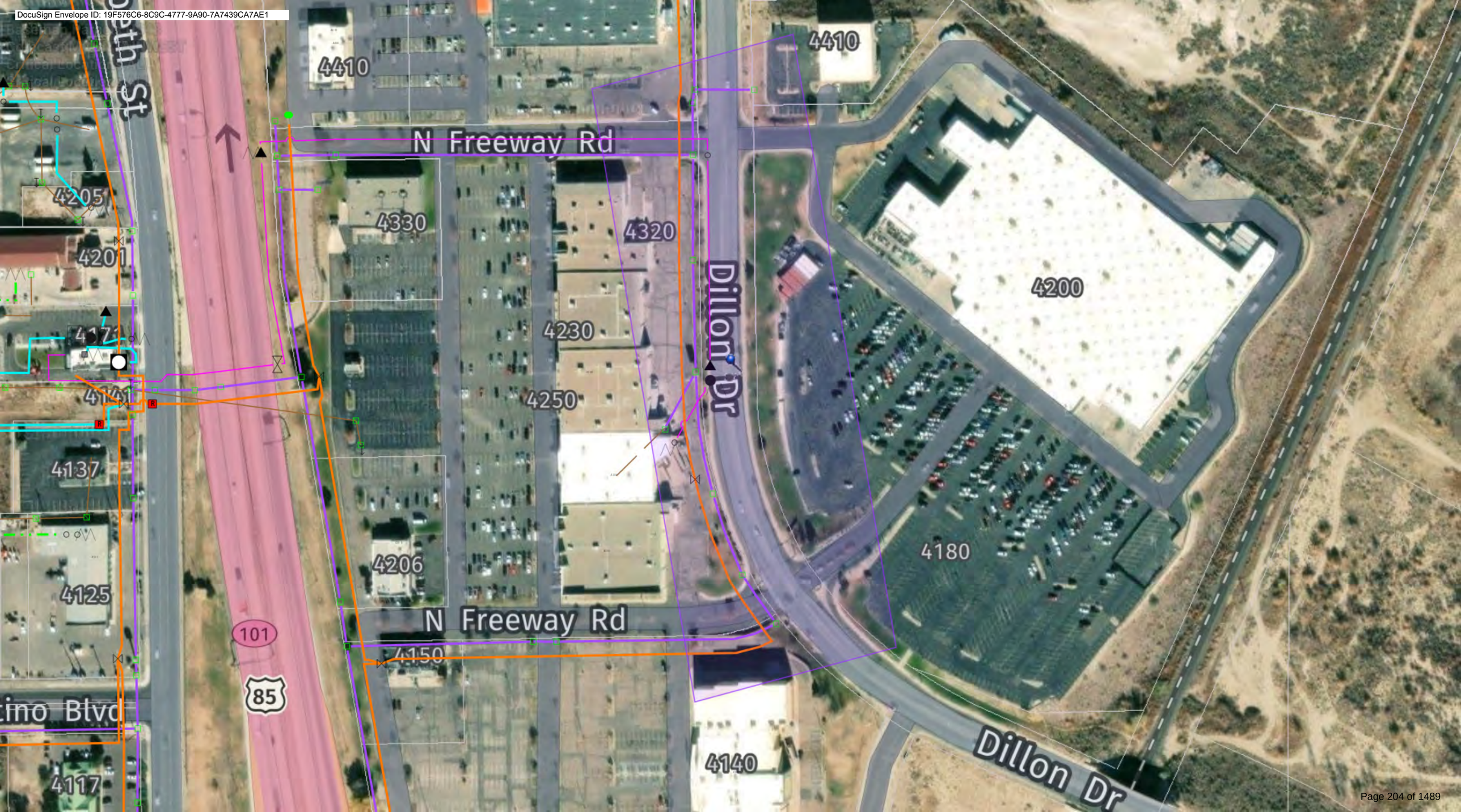
Ticket: B336301022 Rev: 00B Taken: 12/29/23 10:57 AM

State: CO County: PUEBLO Place: PUEBLO
Address : 4200 DILLON DR
Location: FROM INT HOME DEPOT DRIVEWAY / DILLON DR ON N/W CORN OF LOT, LOC ROW
: TO ROW OF DILLON DR S/ 852FT TO END @ INT TINSELTOWN DR / DILLON DR
: *ACCESS OPEN*

View map and file attachments at:
https://newtin.co811.org/mapticket/?t=B7MfLhHdHbIaFZP-O

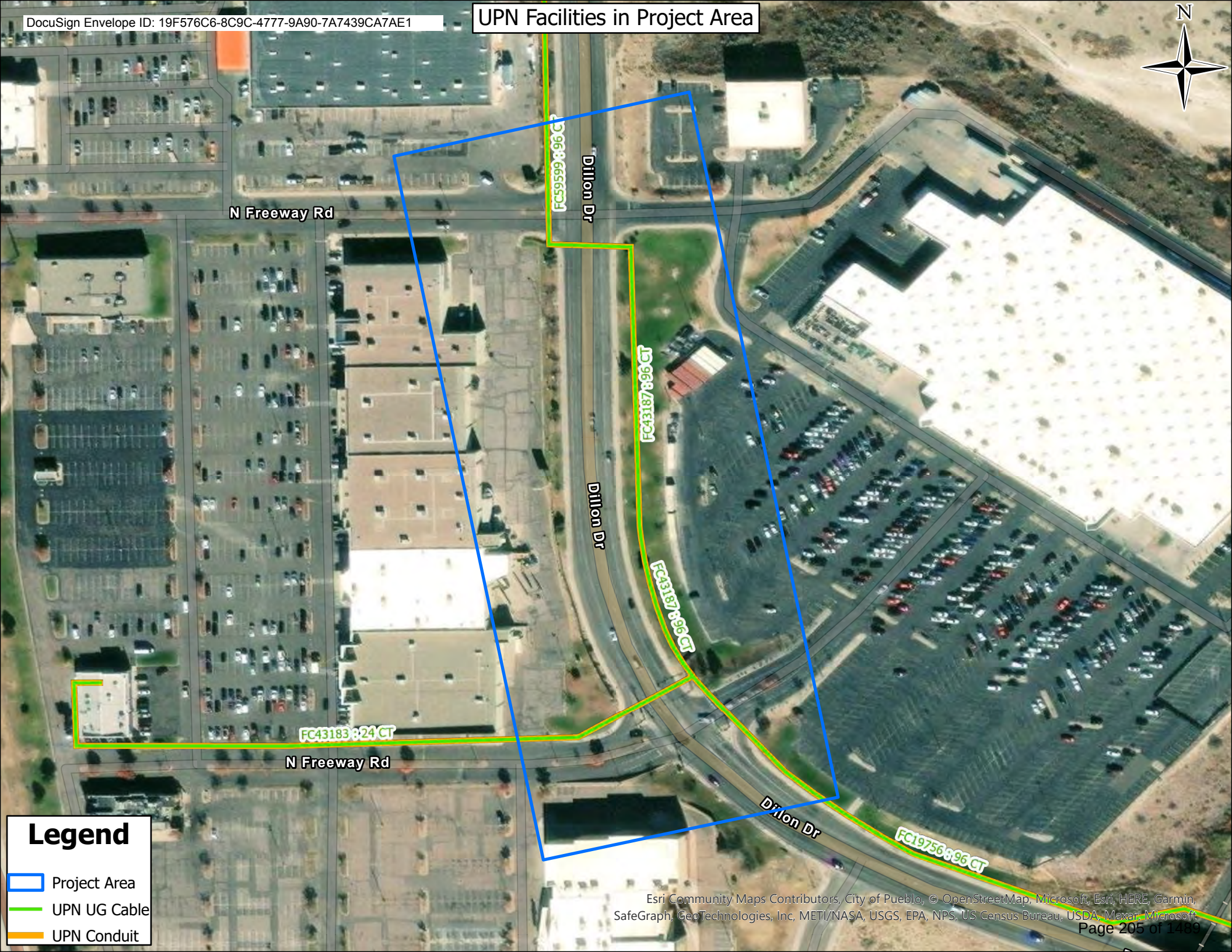
Member Code	Member Facility	Response
BHEE02	BLACK HILLS ENERGY	01/02/24 02:47 PM 005
	BAD ADDRESS OR INCORRECT STREET INFO, NEW TICKET REQUESTED	
	Comments: Completion Comments: Maps in 811 if questions call frank 719-248-9475	
CCSOCO01	COMCAST	12/30/23 11:14 AM 002
	CLEAR - NO CONFLICT	
	Comments: 2023/12/30 11:14 do not dig on this ticket. prints were emailed to contact email. engineering ticket only.	
	Additional information from member available here	
PBSN01	CITY OF PUEBLO PUBLIC WORKS -	01/10/24 02:59 PM 018
	INSTALLATION RECORDS, MAPS OR OTHER DOCUMENTS HAVE BEEN PROVIDED-SEE LINKS AND ATTACHMENTS	
	Additional information from member available here	
PBST01	CITY OF PUEBLO STORMWATER UTIL	01/11/24 02:34 PM 018
	INSTALLATION RECORDS, MAPS OR OTHER DOCUMENTS HAVE BEEN PROVIDED-SEE LINKS AND ATTACHMENTS	
	Additional information from member available here	
PBTF01	CITY OF PUEBLO TRAFFIC AND FIB	01/09/24 08:24 AM 002
	CLEAR - NO CONFLICT	
	Additional information from member available here	
QLNCC00	CENTURYLINK	12/29/23 11:33 AM 018
	INSTALLATION RECORDS, MAPS OR OTHER DOCUMENTS HAVE BEEN PROVIDED-SEE LINKS AND ATTACHMENTS	
	Comments: Maps Only Request - Emailed map of dig site to contact on ticket.	
UNITE	UNITE PRIVATE NETWORKS	12/29/23 11:33 AM 018
	INSTALLATION RECORDS, MAPS OR OTHER DOCUMENTS HAVE BEEN PROVIDED-SEE LINKS AND ATTACHMENTS	
WWPB01	BOARD OF WATER WORKS OF PUEBLO	01/02/24 11:11 AM 018
	INSTALLATION RECORDS, MAPS OR OTHER DOCUMENTS HAVE BEEN PROVIDED-SEE LINKS AND ATTACHMENTS	
XLPB00	XCEL ENERGY	01/02/24 05:36 AM 018
	INSTALLATION RECORDS, MAPS OR OTHER DOCUMENTS HAVE BEEN PROVIDED-SEE LINKS AND ATTACHMENTS	

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DocuSign Envelope ID: 19F576C6-8C9C-4777-9A90-7A7439CA7AE1

UPN Facilities in Project Area



DocuSign Envelope ID: 19F576C6-8C9C-4777-9A90-7A7439CA7AE1

Smallworld PDMS Gas Transmission Symbols November 2016

Fittings

- Barrel Assembly
- Branch Connection
- Closure
- Coupling
- Coupon
- Compressor
- Drip
- Elbow
- Flange
- Meter
- Reducer
- Remote Terminal Unit
- RTU Function Connection
- Strain Gauge
- Stopper
- Tap
- Tee
- Valve – Open
- Valve – Closed
- Valve – Check
- Vessel
- Weld Sleeve
- Pressure Test

Cathodic Protection

- Anode
- Rectifier
- Rectifier Wire
- Bondwire

Test Station

- N/A or Unknown
- 10 Percent
- Annual
- Mitigation AC
- Mitigation DC
- Testlead

Stations

- Station
- Regulator
- Station Building
- Odorizer

Inspection

- Above Ground Monitor
- Depth of Cover
- Inspection Dig
- Leak
- Weld

Appurtenance

- Anchor Block
- Concrete Pad
- Ditch Breaker
- Line Crossing
- Rod Anchor
- Sign
- Surface Marker
- Valve Box
- Weights

Geophysical

- Geotechnical Facility
- Storage
- Well

Geotechnical Area

- Flood
- Flood Mitigation
- Fault
- Fault Mitigation
- Slope Stability
- Slope Stability Mitigation
- Agricultural Land
- Forest Fire

Symbol Status:

- Black Symbol denotes “Proposed” status
- Existing Symbol with a Black X denotes "Proposed Abandon", “Proposed Remove” or “Proposed Replace” status
- Gray Symbol with a Gray X denotes “Abandoned”

- Error Symbols: Error with Attribute – unable to symbolize correctly

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Smallworld PDMS Gas Transmission Symbols November 2016

Transmission Pipeline

- Existing Transmission Pipe Segment
- Abandoned Transmission Pipe Segment
- Proposed Transmission Pipe Segment
- Spur Pipe Segment
- Existing Exposed Pipe Segment
- Abandoned Exposed Pipe Segment
- Line Loop – Start Location
- Line Loop – End Location

Transmission Pipeline Coating

- ARO
- Asphalt
- Coal Tar
- Coal Tar Epoxy
- Cold Tape
- Epoxy
- Extruded Polyethylene
- FBE
- Field Asphalt Tape
- Field Poly Tape
- Heat Shrink Sleeve
- Hot Tape
- Mastic
- Other
- Paint
- Polyurethane
- Uncoated
- Urethane
- Wax
- Abandoned Route
- Proposed Route



- Existing Transmission Casing
- Abandoned Transmission Casing
- Proposed Transmission Casing



- Propane / Propane Air Line
- Foreign Pipeline
- Error Symbol: Error with Attribute – unable to symbolize correctly

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Smallworld Gas Distribution Symbols

Nov 2016

Valves

- Service Valve
- Blowoff, Bypass, Emergency, Fire, Isolation, Main Line, Operating & Unknown
- Distribution and Control
- Check Valve

Fittings

- ChangeWeldFusion, Transition
- Control Fitting
- High Volume Tapping Tee
- Three Way Tee
- Full Flow Tee
- End Cap
- Reducer
- Coupling (Non-insulated)
- Insulated Coupling

Misc

- Drip Box
- Casing Vent
- Locator
- Locate Wire Box
- Utility Marker
- Pipeline Marker
- Pressure Monitoring Device
- Misc Gas Landmark Point
- Lot Centroid
- Error Symbol: Error with Attributes; Unable to Symbolize Correctly

Cathodic Protection

- Anode
- Rectifier
- Rectifier Wire
- Accidental
- CP Block
- Bondwire

Test Points

- N/A or Unknown
- 10 Percent
- Annual
- Mitigation AC
- Mitigation DC
- Testlead

Distribution Event History

- Class 1 Leak
- Class 2 Leak
- Class 3 Leak
- Class 4 Leak
- Pipe Condition
- Damage
- NGF
- Unknown
- Repaired
- Locate Ticket

Stations

- Town Border Station
- Regulator Station
- Regulator
- Relief Valve

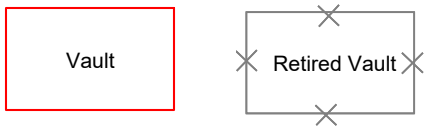
Service

- Excess Flow Valve
- Extra High Pressure Service Tap

Service Risers

- Service Riser Flexible
- Service Riser Inside Meter
- Service Riser Solid
- Service Riser U-Bend
- Unknown
- Tailend Pressure Riser
- Special Pressure Riser
- Unknown Pressure Riser

Vault



Retired Objects

All Valves



All Fittings



Control Fittings



Drip Box



Symbol Status:
Black Symbol denotes “Install” status

Symbol with an X denotes "Remove" status

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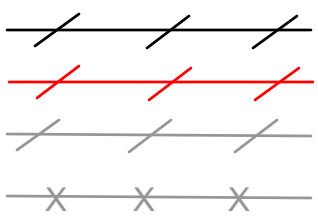
Smallworld Gas Distribution Symbols

Nov 2016

Annotation Rules

The following are **NOT** annotated:

- All gas services are 5/8"PE or 3/4"C unless otherwise noted.
- Gas Service length annotation is not displayed on maps. (information available in GIS)



Install Status

Existing Status

Remove Status

Retired Status

Transmission Pipe Segment

Abandoned Transmission Pipe Segment

Main: 176 and above (psig)

Main: 67-175 (psig)

Main: 26-66 (psig)

Main: 2-25 (psig)

Main: 0-100 (inches w.c)

Retired Main

Existing Gas Service

Retired Gas Service

Casing without Protective Enclosure

Casing with Protective Enclosure

Retired Casing

Sniffer

Joint Trench Line

Inserted Area

Other Pipeline* (Company Owned)

Other Pipeline* (Other Company Owned, Private, Unknown)

Error Symbol: Error with Attribute – unable to symbolize correctly

*Other Pipeline Annotation (Size + Type)

BDB (Biodiesel Blend)	
CRD (Crude Oil)	NPC (Non-HVL Petrochemical)
ETB (Ethanol Blended Gasoline)	PEG (Liquefied Petroleum Gas)
ETH (Fuel Grade Ethanol)	PG (Propane Gas)
HPC (HVL Petrochemical)	RFD (Refined Fuel Oil, Diesel)
HVL (Highly Volatile Liquid)	RGS (Refined Non-Ethanol Blended Gasoline)
LNG (Liquid Propane Gas)	RKJ (Refined Kerosene, Jet Fuel)
NG (Natural Gas)	Unknown

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ADDITIONAL INFORMATION

Affirmative Action Plan

Insurance Certificate(s)

Certificate of Good Standing

Regional Building License Information

System for Award Management (SAM) Information

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PYRAMID CONSTRUCTION INC.
YOUR ROAD BEGINS HERE.

Affirmative Action Plan

Pyramid Construction, Inc., has instituted action programs to eliminate identified problem areas and to help achieve specific affirmative action goals. These programs include:

1. Conducting annual analyses of job descriptions to ensure they accurately reflect job functions.

2. Reviewing job descriptions by department and job title using job performance criteria.

3. Making job descriptions available to recruiting sources and available to all members of management involved in the recruiting, screening, selection, and promotion process.

4. Evaluating the total selection process to ensure freedom from bias through.
   a. Reviewing job applications and other pre-employment forms to ensure information requested is job related.
   b. Evaluating selection methods that may have a disparate impact to ensure that they are job-related and consistent with business necessity.
   c. Training personnel and management staff on proper interview techniques; and
   d. Training in EEO for management and supervisory staff.

5. Using techniques to improve recruitment and increase the flow of minority and female applicants. Pyramid Construction, Inc. presently undertakes the following actions:
   i. a. Include the phrase "Equal Opportunity/Affirmative Action Employer" in all printed employment advertisements.

b. Place help wanted advertisement, when appropriate, in local minority news media and women's interest media.
c. Disseminate information on job opportunities to organizations representing minorities, women, and employment development agencies when job opportunities occur.
d. Encourage all employees to refer qualified applicants; and
e. Request employment agencies to refer qualified minorities and women.

3075 Janitell Road, Ste 200 | Colorado Springs, CO | 80906
Ph 719.576.7600 | Fax 719.576.3351

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PYRAMID CONSTRUCTION INC.
YOUR ROAD BEGINS HERE.

6. Ensuring that all employees are given equal opportunity for promotion. This is achieved by:

a. Posting promotional opportunities.
b. Offering counseling to assist employees in identifying promotional opportunities. Training and educational programs to enhance promotions and opportunities for job rotation or transfer; and
c. Evaluating job requirements for promotion.

Signature

Esad Sipilovic II
President

3075 Janitell Road, Ste 200 | Colorado Springs, CO | 80906
Ph 719.576.7600 | Fax 719.576.3351

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PYRAPAV-01 EMCCHESNEY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/9/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0757776 HUB International Insurance Services (COL) 2000 S. Colorado Blvd Tower 2, Suite 150 Denver, CO 80222	CONTACT NAME: Lynn Bosman PHONE (A/C, No, Ext): (303) 252-3762 FAX (A/C, No): (866) 243-0727 E-MAIL ADDRESS: Lynn.bosman@hubinternational.com
INSURED Pyramid Construction, Inc. Concrete Concepts Designs, Inc. Pyramid Paving, Inc. 3075 Janitell Rd., Ste. 200 Colorado Springs, CO 80906	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A : Hanover Insurance Company 22292 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

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	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY X PRO-JECT LOC OTHER:	X	X	ZZ4-J682871-00	4/1/2024	4/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY	X	X	AW4-J682962-00	4/1/2024	4/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			UH4-J682875-00	4/1/2024	4/1/2025	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	WM4-J682936-00	4/1/2024	4/1/2025	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project: #24-030 (CI2415, WWAN02), Asphalt and Utility Improvements - Dillon Drive (RR Bridge to Eagleridge Boulevard)

City of Pueblo, its agents, officers, and employees are included as additional insureds under General Liability. A waiver of subrogation in favor of the additional insureds is applicable to Workers Compensation.

CERTIFICATE HOLDER

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

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.

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY BROADENING ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SUMMARY OF COVERAGES

1.	Additional Insured by Contract, Agreement or Permit	Included
2.	Additional Insured – Primary and Non-Contributory	Included
3.	Blanket Waiver of Subrogation	Included
4.	Bodily Injury Redefined	Included
5.	Broad Form Property Damage – Borrowed Equipment, Customers Goods & Use of Elevators	Included
6.	Knowledge of Occurrence	Included
7.	Liberalization Clause	Included
8.	Medical Payments – Extended Reporting Period	Included
9.	Newly Acquired or Formed Organizations - Covered until end of policy period	Included
10.	Non-owned Watercraft	51 ft.
11.	Supplementary Payments Increased Limits	
	- Bail Bonds	$2,500
	- Loss of Earnings	$1000
12.	Unintentional Failure to Disclose Hazards	Included
13.	Unintentional Failure to Notify	Included

This endorsement amends coverages provided under the Commercial General Liability Coverage Part through new coverages, higher limits and broader coverage grants.

1. Additional Insured by Contract, Agreement or Permit

The following is added to **SECTION II – WHO IS AN INSURED**:

Additional Insured by Contract, Agreement or Permit

a. Any person or organization with whom you agreed in a written contract, written agreement or permit that such person or organization to add an additional insured on your policy 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 your acts or omissions, or the acts or omissions of those acting on your behalf, but only with respect to:

(1) "Your work" for the additional insured(s) designated in the contract, agreement or permit;

(2) Premises you own, rent, lease or occupy; or

(3) Your maintenance, operation or use of equipment leased to you.

b. The insurance afforded to such additional insured described above:

(1) Only applies to the extent permitted by law; and

(2) Will not be broader than the insurance which you are required by the contract, agreement or permit to provide for such additional insured.

(3) Applies on a primary basis if that is required by the written contract, written agreement or permit.

(4) Will not be broader than coverage provided to any other insured.

(5) Does not apply if the “bodily injury”, “property damage” or “personal and advertising injury” is otherwise excluded from coverage under this Coverage Part, including any endorsements thereto.

c. This provision does not apply:

(1) Unless the written contract or written agreement was executed or permit was issued prior to the "bodily injury”, “property damage", or "personal injury and advertising injury".

(2) To any person or organization included as an insured by another endorsement issued by us and made part of this Coverage Part.

(3) To any lessor of equipment:

(a) After the equipment lease expires; or

(b) If the “bodily injury”, “property damage”, “personal and advertising injury” arises out of sole negligence of the lessor

(4) To any:

(a) Owners or other interests from. whom land has been leased which takes place after the lease for the land expires; or

(b) Managers or lessors of premises if:

(i) The occurrence takes place after you cease to be a tenant in that premises; or

(ii) The "bodily injury", "property damage", "personal injury" or "advertising injury" arises out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor.

(5) To “bodily injury”, “property damage” or “personal and advertising injury” arising out of the rendering of or the failure to render any professional services.

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 failure to render any professional services by or for you.

d. With respect to the insurance afforded to these additional insureds, the following is added to **SECTION III – LIMITS OF INSURANCE**:

The most we will pay on behalf of the additional insured for a covered claim is the lesser of the amount of insurance:

1. Required by the contract, agreement or permit described in Paragraph **a.;** or

2. Available under the applicable Limits of Insurance shown in the Declarations.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

2. Additional Insured – Primary and Non-Contributory

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS,** Paragraph **4. Other insurance:**

Additional Insured – Primary and Non-Contributory

If you agree in a written contract, written agreement or permit that the insurance provided to any person or organization included as an Additional Insured under **SECTION II – WHO IS AN INSURED**, is primary and non-contributory, the following applies:

If other valid and collectible insurance is available to the Additional Insured for a loss covered under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary to other insurance that is available to the Additional Insured which covers the

Additional Insured as a Named Insured. We will not seek contribution from any other insurance available to the Additional Insured except:

(1) For the sole negligence of the Additional Insured;

(2) When the Additional Insured is an Additional Insured under another primary liability policy; or

(3) when **b.** below applies.

If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in **c.** below.

b. Excess Insurance

(1) This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(b) That is Fire insurance for premises rented to the Additional Insured or temporarily occupied by the Additional Insured with permission of the owner;

(c) That is insurance purchased by the Additional Insured to cover the Additional Insured's liability as a tenant for "property damage" to premises rented to the Additional Insured or temporarily occupied by the Additional with permission of the owner; or

(d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of **SECTION I – COVERAGE A – BODILY INURY AND PROPERTY DAMAGE LIABILITY**.

(2) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

(3) When this insurance is excess over other Insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(b) The total of all deductible and self insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first. If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers

3. Blanket Waiver of Subrogation

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS,** Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us**:

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damage under this coverage form. The damage must arise out of your activities under a written contract with that person or organization. This waiver applies only to the extent that subrogation is waived under a written contract executed prior to the "occurrence" or offense giving rise to such payments.

4. Bodily Injury Redefined

SECTION V – DEFINITIONS, Definition **3.** "bodily injury" is replaced by the following:

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person including death resulting from any of these at any time. "Bodily injury" includes mental anguish or other mental injury resulting from "bodily injury".

5. Broad Form Property Damage – Borrowed Equipment, Customers Goods, Use of Elevators

a. SECTION I – COVERAGES, COVERAGE A – BODILIY INJURY AND PROPERTY DAMAGE LIABILITY, Paragraph **2. Exclusions** subparagraph **j.** is amended as follows:

Paragraph **(4)** does not apply to "property damage" to borrowed equipment while at a jobsite and not being used to perform operations.

Paragraphs **(3), (4)** and **(6)** do not apply to "property damage" to "customers goods" while on your premises nor do they apply to the use of elevators at premises you own, rent, lease or occupy.

b. The following is added to **SECTION V – DEFINTIONS:**

24. "Customers goods" means property of your customer on your premises for the purpose of being:

a. worked on; or

b. used in your manufacturing process.

c. The insurance afforded under this provision is excess over any other valid and collectible property insurance (including deductible) available to the insured whether primary, excess, contingent

6. Knowledge of Occurrence

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS,** Paragraph **2. Duties in the Event of Occurrence, Offense, Claim or Suit:**

e. Notice of an "occurrence", offense, claim or "suit" will be considered knowledge of the insured if reported to an individual named insured, partner, executive officer or an "employee" designated by you to give us such a notice.

7. Liberalization Clause

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

Liberalization Clause

If we adopt any revision that would broaden the coverage under this Coverage Form without additional premium, within 45 days prior to or during the policy period, the broadened coverage will immediately apply to this Coverage Part.

8. Medical Payments – Extended Reporting Period

a. SECTION I – COVERAGES, COVERAGE C – MEDICAL PAYMENTS, Paragraph **1. Insuring Agreement,** subparagraph **a.(3)(b)** is replaced by the following:

(b) The expenses are incurred and reported to us within three years of the date of the accident; and

b. This coverage does not apply if **COVERAGE C – MEDICAL PAYMENTS** is excluded either by the provisions of the Coverage Part or by endorsement.

9. Newly Acquired Or Formed Organizations

SECTION II – WHO IS AN INSURED, Paragraph **3.a.** is replaced by the following:

a. Coverage under this provision is afforded until the end of the policy period.

10. Non-Owned Watercraft

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Paragraph **2. Exclusions,** subparagraph **g.(2)** is replaced by the following:

g. Aircraft, Auto Or Watercraft

(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;

This provision applies to any person who, with your consent, either uses or is responsible for the use of a watercraft.

11. Supplementary Payments Increased Limits

SECTION I – SUPPLEMENTARY PAYMENTS COVERAGES A AND B, Paragraphs **1.b.** and **1.d.** are replaced by the following:

1.b. Up to $2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

1.d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or “suit", including actual loss of earnings up to $1000 a day because of time off from work.

12. Unintentional Failure to Disclose Hazards

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS,** Paragraph **6. Representations:**

We will not disclaim coverage under this Coverage Part if you fail to disclose all hazards existing as of the inception date of the policy provided such failure is not intentional.

13. Unintentional Failure to Notify

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS,** Paragraph **2. Duties in the Event of Occurrence, Offense, Claim or Suit:**

Your rights afforded under this policy shall not be prejudiced if you fail to give us notice of an "occurrence", offense, claim or "suit", solely due to your reasonable and documented belief that the "bodily injury" or "property damage" is not covered under this policy.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

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POLICY NUMBER: **COMMERCIAL GENERAL LIABILITY**
CG 20 10 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	**Location(s) Of Covered Operations**

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

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
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.

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POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 37 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

COMMERCIAL GENERAL LIABILITY ENHANCEMENT ENDORSEMENT – CONTRACTORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SUMMARY OF COVERAGES

1.	Aggregate Limit per Project	Included
2.	Alienated Premises	Included
3.	Broad Form Named Insured	Included
4.	Contractual Liability – Railroads	Included
5.	Extended Property Damage	Included
6.	Incidental Malpractice (Employed nurses, EMT's & paramedics)	Included
7.	Mobile Equipment Redefined	Included
8.	Personal Injury – Broad Form	Included
9.	Property Damage Legal Liability – Broad Form - Fire, Lightning, Explosion, Smoke and Leakage from Fire Protective Systems Damage Limit	$1,000,000

This endorsement amends coverages provided under the Commercial General Liability Coverage Part through new coverages, higher limits and broader coverage grants.

1 Aggregate Limit per Project

a. Under **SECTION III – LIMITS OF INSURANCE,** the General Aggregate Limit applies separately to each of your projects away from premises owned by or rented to you.

2. Alienated Premises

SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Paragraph **2. Exclusions,** subparagraph **j.(2)** is replaced by the following:

(2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises and occurred from hazards that were known by you, or should have reasonably been known by you, at the time the property was transferred or abandoned.

3. Broad Form Named Insured

If you are designated in the Declarations as anything other than an individual, then any organization:

a. Over which you maintained a combined ownership interest of more than 50% on the effective date of this policy;

b. That is not a partnership, joint venture or limited liability company; and

c. That is not excluded by any endorsement to this policy, will qualify as a Named Insured if there is no other similar insurance available to that organization, or that would be available but for exhaustion of its limits.

Any such organization will cease to qualify as a Named Insured as of the date during the policy period when the combined ownership interest of the Named Insureds in the organization equals or falls below 50%.

4. Contractual Liability – Railroads

With respect to operations performed for, or affecting, a railroad at your job site, of **SECTION V – DEFINITIONS,** Paragraph **9.** is replaced by the following:

9. "Insured contract" means:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

b. A sidetrack agreement;

c. Any easement or license agreement;

d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

e. An elevator maintenance agreement;

f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or those acting on your behalf. However, such part of a contract or agreement shall only be considered an "insured contract" to the extent your assumption of the tort liability is permitted by law. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

(1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

(a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;

(2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph **(1)** above and supervisory, inspection, architectural or engineering activities.

5. Extended Property Damage

SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Paragraph **2. Exclusions,** subparagraph **a.** is replaced by the following:

a. Expected or intended Injury

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.

6. Incidental Malpractice – Employed Nurses, EMT's and Paramedics

SECTION II – WHO IS AN INSURED, Paragraph **2.a.(1)(d)** does not apply to a nurse, emergency medical technician or paramedic employed by you if you are not engaged in the business or occupation of providing medical, paramedical, surgical, dental, x-ray or nursing services.

7. Mobile Equipment Redefined

SECTION V – DEFINITIONS, Definition **12.**, "Mobile equipment", paragraph **f.(1)** does not apply to self-propelled vehicles of less than 1,000 pounds gross vehicle weight.

8. Personal Injury – Broad Form

a. SECTION I – COVERAGES, COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY, Paragraph **2. Exclusions,** subparagraph **e.** is deleted.

b. SECTION V – DEFINITIONS, Definition **14**, "Personal and advertising injury" subparagraph **b.** is replaced by the following:

b. Malicious prosecution or abuse of process.

c. The following is added to **SECTION V – DEFINITIONS**, Definition **14.** "Personal and advertising injury":

"Discrimination" (unless insurance thereof is prohibited by law) that results in injury to the feelings or reputation of a natural person, but only if such "discrimination" is:

(1) Not done intentionally by or at the direction of:

(a) The insured;

(b) Any officer of the corporation, director, stockholder, partner or member of the insured; and

(2) Not directly or indirectly related to an "employee", not to the employment, prospective employment or termination of any person or persons by an insured.

d. The following is added to **SECTION V – DEFINITIONS**:

"Discrimination" means the unlawful treatment of individuals based upon race, color, ethnic origin, gender, religion, age, or sexual preference. "Discrimination" does not include the unlawful treatment of individuals based

upon developmental, physical, cognitive, mental, sensory or emotional impairment or any combination of these.

e. This coverage does not apply if **COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY** is excluded either by the provisions of the Coverage Form or by endorsement

9. Property Damage Legal Liability – Broad Form

a. SECTION I – COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY, the last paragraph (after the exclusions) is replaced by the following:

Exclusions **c.** through **n**. do not apply to damage by fire, lightning, explosion, smoke or leakage from 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**.

b. SECTION III – LIMITS OF INSURANCE, Paragraph **6.** is replaced by the following:

6. Subject to Paragraph **5.** above, The Damage to Premises Rented to You Limit is the most we will pay under **COVERAGE A** for damages because of "property damage" to any one premises from fire, lightning, explosion, smoke and leakage from fire protective systems to premises, while rented to you or temporarily occupied by you with permission of the owner.

The Damage to Premises Rented to You Limit is the higher of:

a. $1,000,000; or

b. The Damage to Premises Rented to You Limit shown in the Declarations.

This limit will apply to all damage caused by the same event, whether such damage results from fire, lightning, explosion, smoke, leakage from fire protective systems or any combination of any of these.

c. SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph **4. Other Insurance,** subparagraph **b. Excess Insurance,** item **(a)(ii)** is replaced by the following:

(ii) That is fire, lightning, explosion, smoke or leakage from fire protective systems insurance for premises rented to you or temporarily occupied by you with permission of the owner; or

d. SECTION V – DEFINITIONS, Paragraph **9.** "Insured contract", subparagraph **a.** is 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 fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract".

e. This coverage does not apply if Damage to Premises Rented to You is excluded either by the provisions of the Coverage Part or by endorsement.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO COVERAGE
BROADENING ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

1. **CANCELLATION EXTENSION**

Paragraph **A. CANCELLATION 2. b**. of the **COMMON POLICY CONDITIONS** is replaced with the following:

b. 60 days before the effective date of cancellation if we cancel for any other reason.

SECTION I - COVERED AUTOS

2. **EMPLOYEE HIRED "AUTOS" Description Of Covered Auto Designation Symbols; Symbol 8** is replaced by the following:

8 = Hired "Autos" Only - Only those "autos" you lease, hire, rent or borrow; including "autos" your employee hires at your direction, for the purpose of conducting your business. This does not include any "auto" you lease, hire, rent, or borrow from any of your "employees" or partners or members of their households.

SECTION II - LIABILITY COVERAGE

3. **BROADENED NAMED INSURED**

The following is added to the **SECTION II - LIABILITY COVERAGE**, Paragraph 1. **Who Is An Insured** provision:

d. Any business entity for which you have a financial interest greater than 50% of the voting stock or otherwise have a controlling interest after the effective date of this policy or that is newly acquired or formed by you during the term of this policy.

The coverage provided by this provision is afforded until expiration or termination of this policy, whichever occurs earlier.

The coverage provided by this provision does not apply to any business entity described in d. above that qualifies as an insured under any other automobile liability policy issued to that business entity as a named insured or would have been an insured except for the exhaustion of the policy limits or the insolvency of the insurer.

The coverage provided by this provision does not apply to "bodily injury" nor "property damage" arising from an accident that occurred prior to your acquiring or forming the business entity described in d. above.

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4. **EMPLOYEES AS INSUREDS**

The following is added to the **SECTION II - LIABILITY COVERAGE**, Paragraph 1. **Who Is An Insured** provision:

e. Any employee of yours is an "insured" while using a covered "auto" you do not own, hire or borrow in your business or your personal affairs.

5. **SUPPLEMENTARY PAYMENTS**

The following amends **SECTION II - LIABILITY COVERAGE**, Paragraph 2. **Coverage Extensions** provision:

Paragraph (2) is replaced by the following:

(2) Up to $2500 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

Paragraph (4) is replaced by the following:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

6. **AMENDED FELLOW EMPLOYEE EXCLUSION**

The following is added to the **SECTION II - LIABILITY COVERAGE, B. Exclusions** Paragraph 5. **Fellow Employee** exclusion:

This exclusion does not apply if the "bodily injury" arises from the use of a covered "auto" you own or hire. This coverage is excess over any other collectible insurance

SECTION III - PHYSICAL DAMAGE COVERAGE.

7. **EXPENSE OF RETURNING A STOLEN "AUTO"** and **SIGN COVERAGE**

The following is added to **SECTION III - PHYSICAL DAMAGE COVERAGE**, **A.1. COVERAGE:**

d. **Expense Of Returning A Stolen "Auto"**

We will pay for the expense of returning a covered "auto" to you.

e. **Sign Coverage**

We will pay for loss to signs, murals, paintings or graphics, as part of equipment, which are displayed on a covered "auto".

The most we will pay for "loss" in any one "accident" is the lesser of:

1. The actual cash value of the property as of the time of the "loss"; or
2. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or
3. $2,000.

8. **GLASS BREAKAGE DEDUCTIBLE**

The following is added to SECTION III- PHYSICAL DAMAGE COVERAGE A. COVERAGE paragraph 3. Glass Breakage - Hitting a Bird or Animal - Falling Objects or Missiles:

Any deductible shown in the Declarations as applicable to the

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covered "auto" will not apply to glass breakage if such glass is repaired, rather than replaced.

9. **TRANSPORTATION EXPENSE**

Paragraph 4. **Coverage Extension**. of **SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE** is replaced with the following:

4. **Coverage Extension**

We will pay up to $50 per day to a maximum of $1500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 24 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

10. **HIRED AUTO PHYSICAL DAMAGE**

The following is added to **SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE:**

5. **Hired Auto Physical Damage**

If hired "autos" are covered "autos" for Liability Coverage and if Physical Damage Coverage of Comprehensive, Specified Causes of Loss, or Collision is provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverage(s) provided is extended to "autos" you hire without a driver or your employee hires, without a driver, at your direction, for the purpose of conducting your business, for a period of 30 days or less, of like kind and use as the "autos" you own, subject to the following:

The most we will pay for any one loss is the lesser of the following:

a. $50,000 per accident, or
b. cash value, or
c. the cost of repair,

minus the deductible equal to the lowest deductible applicable to any owned "auto" for that coverage. Any deductible shown in the Declarations does not apply to "loss" caused by fire or lightning. Subject to the limit and deductible stated above, we will provide coverage equal to the broadest coverage provided to any covered "auto" you own, that is applicable to the loss.

If the loss arises from an accident for which you are legally liable and the lessor incurs an actual financial loss from that accident, we will cover the lessor's actual financial loss of use of the hired "auto" for a period of up to seven consecutive days from the date of the accident, subject to a limit of $1,000 per accident.

11. **AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE**

The following is added to **SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE:**

6. **Audio, Visual and Data Electronic Equipment Coverage**

We will pay for "loss" to any electronic equipment that receives

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or transmits audio, visual or data signals and that is not designed solely for the reproduction of sound. This coverage applies only if the equipment is permanently installed in the covered "auto" at the time of the "loss" or the equipment is removable from a housing unit which is permanently installed in the covered “auto’ at the time of the "loss", and such equipment is designed to be solely operated by use of the power from the "auto’s" electrical system, in or upon the covered "auto", including its antennas and other accessories. However , this does not include tapes, records or discs.

The exclusions that apply to PHYSICAL DAMAGE COVERAGE, except for the exclusion relating to Audio, Visual and Data Electronic Equipment, also apply to coverage provided herein. In addition, the following exclusions apply:

We will not pay , under this coverage, for either any electronic equipment or accessories used with such electronic equipment that is:

1. Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto’s" operating system; or

2. Both:

    a. An integral part of the same unit housing any sound reproducing equipment designed solely for the reproduction of sound if the sound reproducing equipment is permanently installed in the covered "auto", and

    b. Permanently installed in the opening of the dash or console normally used by the manufacturer for the installation of a radio.

With respect to coverage herein, the **LIMIT OF INSURANCE** provision of **PHYSICAL DAMAGE COVERAGE** is replaced by the following:

1. The most we will pay for all "loss" to audio, visual or data electronic equipment and any accessories used with this equipment as a result of any one "accident" is the lesser of

    a. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
    b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or
    c. $500.

2. An adjustment for depreciation and physical condition will be made in determining actual cash value at the time of the "loss".

3. Deductibles applicable to **PHYSICAL DAMAGE COVERAGE**, do not apply to this Audio, Visual and Data Electronic Equipment Coverage.

If there is other coverage provided by this policy for audio, visual and data electronic equipment, the coverage provided herein is

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excess. However, you may elect to apply the limit or any portion thereof of coverage provided herein to pay any deductible that is applicable under the provisions of the other coverage.

12. **RENTAL REIMBURSEMENT** and **MATERIAL TRANSFER EXPENSE**

The following is added to **SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE:**

7. **Rental Reimbursement and Material Transfer Expense**

This coverage provides only those Physical Damage Coverages where a premium is shown in the Declarations. It applies only to a covered "auto" described or designated to which the Physical Damage Coverages apply.

We will pay for auto rental expenses and the expenses, incurred by you because of "loss" to a covered "auto", to remove and transfer your materials and equipment from the covered "auto" . Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductibles apply to this coverage.

We will pay only for those auto rental expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:

1. The number of days reasonably required to repair or replace the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and transport it to a repair shop.

2. 60 days.

Our payment is limited to the lesser of the following amounts:

1. Necessary and actual expenses incurred, including loss of use.

2. $3000.

This auto rental expense coverage does not apply while there are spare or reserve "autos" available to you for your operations.

If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the **SECTION III - PHYSICAL DAMAGE COVERAGE, A.** 4. Coverage Extension.

13. **AIRBAG COVERAGE**

The following is added to **SECTION III - PHYSICAL DAMAGE COVERAGE, B. Exclusions**, paragraph **3**.

The portion of this exclusion relating to mechanical or electrical breakdown does not apply to the accidental discharge of an airbag. This coverage is excess of other collectible insurance or warranty. No deductible applies to this Airbag Coverage.

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14. **AUTO LOAN PHYSICAL DAMAGE EXTENSION**

The following is added to **SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limit Of Insurance** provision:

When a "loss" results in a total loss to a covered auto you own for which a Loss Payee is designated in this policy, the most we will pay for "loss" in any one "accident" is the greater of:

1. The actual cash value of the damaged or stolen property as of the time of the "loss"; or

2. The outstanding balance of the initial loan, less any amounts for taxes, overdue payments, overdue payment charges, penalties, interest , any charges for early termination of the loan, costs for Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan, and carry-over balances from previous loans.

15. **AUTO LEASE PHYSICAL DAMAGE EXTENSION**

The following is added to **SECTION III - PHYSICAL DAMAGE COVERAGE**, **C. Limit Of Insurance** provision:

If, because of damage, destruction or theft of a covered "auto", which is a long-term leased "auto", the lease agreement between you and the lessor is terminated, "we" will pay the difference between the amount paid under paragraph **C. LIMIT OF INSURANCE 1**. or **2**. and the amount due at the time of "loss" under the terms of the lease agreement applicable to the leased "auto" which you are required to pay: less any fees to dispose of the auto; any overdue payments; financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage; security deposits not refunded by the lessor; cost for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan; and carry over balances from previous leases.

This coverage applies only to the initial lease for the covered "auto" which has not previously been leased. This coverage is excess over all other collectible insurance.

SECTION IV - CONDITIONS

16. **DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS**

The following is added to **SECTION IV - BUSINESS AUTO CONDITIONS**, **A. Loss Conditions, 2. Duties In The Event Of Accident, Claim, Suit Or Loss**:

d. Knowledge of any "accident", claim, "suit" or "loss" will be deemed knowledge by you when notice of such "accident", claim, "suit" or "loss" has been received by:

(1) You, if you are an individual;
(2) Any partner or insurance manager if you are a partnership; or
(3) An executive officer or insurance manager if you are a corporation.

17. **BLANKET WAIVER OF SUBROGATION**

Paragraph **5. Transfer Of Rights Of Recovery Against Others To Us, SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions** is replaced by the following:

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5. **Transfer Of Rights Of Recovery Against Others To Us**

   If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, which have not been waived through the execution of an "insured contract", written agreement, or permit, prior to the "accident" or "loss" giving rise to the payment, those rights to recover damages from another are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after the "accident" or "loss" to impair them.

18. **UNINTENTIONAL FAILURE TO DISCLOSE INFORMATION**

The following is added to **SECTION IV BUSINESS AUTO CONDITIONS. B. General Conditions**, paragraph **2**. **Concealment, Misrepresentation Or Fraud**:

Your unintentional error in disclosing, or failure to disclose, any material fact existing after the effective date of this Coverage Form shall not prejudice your rights under this Coverage Form. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or nonrenewal.

19. **HIRED AUTO – WORLDWIDE COVERAGE**

The following is added to **SECTION IV - Business Auto Conditions, B. General Conditions,** paragraph **7**. **Policy Period, Coverage Territory** provision:

e. Outside the coverage territory described in a., b., c., and d. above for an "accident" or "loss" resulting from the use of a covered "auto" you hire, without a driver, or your employee hires without a driver, at your direction, for the purpose of conducting your business, for a period of 30 days or less, provided the suit is brought within The United States of America or its territories or possessions.

SECTION V - DEFINITIONS

20. **MENTAL ANGUISH**

Paragraph **C. "Bodily injury", SECTION V - DEFINITIONS** is replaced by the following:

C. "Bodily injury" means bodily injury, sickness or disease sustained by a person including death or mental anguish resulting from any of these.

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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,

Concrete Concepts Design, Inc.

is a

Corporation

formed or registered on 03/08/2005 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 20051099504 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 03/22/2024 that have been posted, and by documents delivered to this office electronically through 03/25/2024 @ 14:25:38 .

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 03/25/2024 @ 14:25:38 in accordance with applicable law. This certificate is assigned Confirmation Number 15878106 .

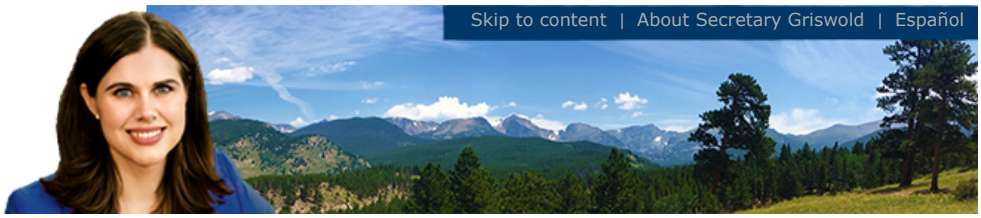
Jena Griswold

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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FAQs, Glossary and Information

Summary

Details			
Name	Concrete Concepts Design, Inc.		
Status	Good Standing	**Formation date**	03/08/2005
ID number	20051099504	**Form**	Corporation
Periodic report month	March	**Jurisdiction**	Colorado
Principal office street address	3075 Janitell Rd. #200, Colorado Springs, CO 80906, United States		
Principal office mailing address	3075 Janitell Rd. #200, Colorado Springs, CO 80906, United States		

Registered Agent	
Name	Amin Sipilovic
Street address	3075 Janitell Rd. #200, Colorado Springs, CO 80906, US
Mailing address	3075 Janitell Rd. #200, Colorado Springs, CO 80906, US

Filing history and documents

Trade names

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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:

Pyramid Construction, Inc.

(Entity ID # 20171777281)

was filed in this office on 10/18/2017 with an effective date of 10/18/2017 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 03/22/2024 that have been posted, and by documents delivered to this office electronically through 03/25/2024 @ 14:26:38 .

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 03/25/2024 @ 14:26:38 in accordance with applicable law. This certificate is assigned Confirmation Number 15878113 .

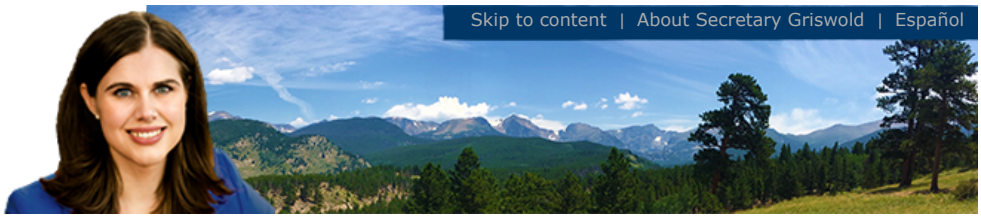
Jena Griswold

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."

DocuSign Envelope ID: 19F576C6-8C9C-4777-9A90-7A7439CA7AE1



Summary

Details			
Trade name	Pyramid Construction, Inc.		
Registrant name	Concrete Concepts Design, Inc.		
Status	Effective	**Formation Date**	10/18/2017
ID number	20171777281	**Form**	Corporation
Renewal month	n/a	**Expiration Date**	n/a
Primary residence or usual place of business street address	n/a		
Primary residence or usual place of business mailing address	n/a		

Filing history and documents

Show entity

Get a certificate of fact of trade name (PDF)

Get certified copies of documents

File a form

Set up secure business filing

Subscribe to email notification

Unsubscribe from email notification

Subscribe to text notification

Unsubscribe from text notification

Back

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New codes have been adopted as of 06/29/2023. Please click here to view current codes.

REGIONAL BUILDING DEPARTMENT
830 N Main St • Pueblo, CO 81003
VOICE: 719-543-0002 • FAX: 719-543-0062

Contractor Details

PRBD License ID	0015555
Company Name	CONCRETE CONCEPTS DESIGN INC.
Doing Business As	PYRAMID CONSTRUCTION, INC.
Examinee	AMIN SAPILOVIC
Address	3075 JANITELL ROAD SUITE 200 COLORADO SPRINGS , CO 80906
Phone	719-576-7600
Licenses	D06 - Concrete D15 - Excavation - Earth Work D42 - Paving
Liability Ins.	04/01/2024
Workman's Comp Ins.	04/01/2024
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*

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SAM.GOV®

CONCRETE CONCEPTS DESIGN, INC.

Unique Entity ID	CAGE / NCAGE	Purpose of Registration
HJLLQU9HZKC5	**95L63**	**All Awards**
Registration Status	Expiration Date	
Active Registration	**Sep 27, 2024**	
Physical Address	Mailing Address	
3075 Janitell RD **STE 200** **Colorado Springs, Colorado 80906-4105** **United States**	**3075 Janitell RD STE 200** **Colorado Springs, Colorado 80906-4105** **United States**	

Business Information

Doing Business as	Division Name	Division Number
CONCRETE CONCEPTS DESIGN INC	**(blank)**	**(blank)**
Congressional District	State / Country of Incorporation	URL
Colorado 05	**Colorado / United States**	**(blank)**

Registration Dates

Activation Date	Submission Date	Initial Registration Date
Sep 29, 2023	**Sep 28, 2023**	**Sep 8, 2021**

Entity Dates

Entity Start Date	Fiscal Year End Close Date
Mar 8, 2005	**Dec 31**

Immediate Owner

CAGE	Legal Business Name
(blank)	**(blank)**

Highest Level Owner

CAGE	Legal Business Name
(blank)	**(blank)**

Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

Proceedings Questions

Registrants in the System for Award Management (SAM.gov) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2. C.F.R. 200 Appendix XII. Their responses are displayed in the responsibility/qualification section of SAM.gov. Maintaining an active registration in SAM.gov demonstrates the registrant responded to the proceedings questions.

Exclusion Summary

Active Exclusions Records?

No

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

Business Types

Entity Structure	Entity Type	Organization Factors
Corporate Entity (Not Tax Exempt)	**Business or Organization**	**Subchapter S Corporation**

Profit Structure

For Profit Organization

Socio-Economic Types

Self Certified Small Disadvantaged 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	Debt Subject To Offset
No	**No**

EFT Indicator	CAGE Code
0000	**95L63**

Points of Contact

Electronic Business

SUSAN PAYNE, ACCOUNTS REC

3075 Janitell Road #200
Colorado Springs, Colorado 80906
United States

Government Business

PATRICK NORDBERG, PROJECT MANAGER

3075 Janitell Road #200
Colorado Springs, Colorado 80906
United States

TERRY BURCH, CFO

3075 Janitell Road #200
Colorado Springs, Colorado 80906
United States

Service Classifications

NAICS Codes

Primary	NAICS Codes	NAICS Title
Yes	**237310**	**Highway, Street, And Bridge Construction**

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	**$1,000,000.00**
Construction Per Contract	**$12,000,000.00**

States	Counties	Metropolitan Statistical Areas
Any	**(blank)**	**(blank)**

DocuSign

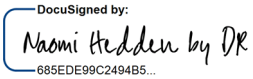
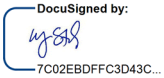
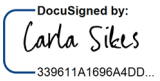
Certificate Of Completion

Envelope Id: 19F576C68C9C47779A907A7439CA7AE1
Status: Completed
Subject: Complete with DocuSign: 24-030 Contract Documents Pyramid Construction Asphalt & Utility Imprmt...
Source Envelope:
Document Pages: 147
Signatures: 5
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-07:00) Mountain Time (US & Canada)

Envelope Originator:
Purchasing
230 S Mechanic
Pueblo, CO 81003
purchasing@pueblo.us
IP Address: 208.82.107.130

Record Tracking

Status: Original
4/15/2024 2:48:01 PM
Holder: Purchasing
purchasing@pueblo.us
Location: DocuSign

Signer Events	Signature	Timestamp
Naomi Hedden by DR drivera@pueblo.us Purchasing Contract Coordinator City of Pueblo Security Level: Email, Account Authentication (None)	DocuSigned by:  685EDE99C2494B5... Signature Adoption: Pre-selected Style Using IP Address: 208.82.107.130	Sent: 4/15/2024 2:59:07 PM Viewed: 4/15/2024 2:59:56 PM Signed: 4/15/2024 3:00:19 PM
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:  7C02EBDFFC3D43C... Signature Adoption: Uploaded Signature Image Using IP Address: 208.82.107.130 Signed using mobile	Sent: 4/15/2024 3:00:22 PM Viewed: 4/15/2024 4:37:22 PM Signed: 4/16/2024 8:34:15 AM
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... Signature Adoption: Uploaded Signature Image Using IP Address: 208.82.107.130	Sent: 4/16/2024 8:34:18 AM Viewed: 4/16/2024 11:20:34 AM Signed: 4/16/2024 11:20:45 AM
Electronic Record and Signature Disclosure: Accepted: 10/13/2022 2:52:37 PM ID: 193e356e-f58c-4b78-9125-7570ede65814		
Carla Sikes csikes@pueblo.us Security Level: Email, Account Authentication (None)	DocuSigned by:  339611A1696A4DD... Signature Adoption: Pre-selected Style Using IP Address: 208.82.107.130	Sent: 4/16/2024 11:20:49 AM Viewed: 4/16/2024 1:50:56 PM Signed: 4/16/2024 1:51:10 PM
Electronic Record and Signature Disclosure: Accepted: 4/16/2024 1:50:56 PM ID: de4b65d5-bf6c-44e3-8958-a077cf7f5560		

Signer Events	Signature	Timestamp
Deborah Rivera drivera@pueblo.us Purchasing Contract Coordinator City of Pueblo Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	**Completed** Using IP Address: 208.82.107.130	Sent: 4/16/2024 1:51:13 PM Viewed: 4/22/2024 3:55:44 PM Signed: 4/22/2024 3:56:35 PM
Andrew Hayes ahayes@pueblo.us Director Public Works City of Pueblo Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 2/28/2022 1:36:31 PM ID: 570dcef9-557c-416e-92be-9b71f3007907	DocuSigned by: 418AB0234B8D4D5... Signature Adoption: Uploaded Signature Image Using IP Address: 185.238.231.202 Signed using mobile	Sent: 4/22/2024 3:56:39 PM Viewed: 4/22/2024 4:35:17 PM Signed: 4/22/2024 5:46:07 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 christinagarcia@pueblo.us City of Pueblo Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 4/22/2024 5:46:11 PM Viewed: 4/23/2024 7:11:23 AM
Clyde Bishop cbishop@pueblo.us Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 4/22/2024 5:46:12 PM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	4/15/2024 2:59:07 PM
Certified Delivered	Security Checked	4/22/2024 4:35:17 PM
Signing Complete	Security Checked	4/22/2024 5:46:07 PM
Completed	Security Checked	4/22/2024 5:46:12 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

Docusign Envelope ID: 0AB42F69-837B-4D2B-A9C8-0804509C8F3B

AMENDMENT NO. 1 TO
CONSTRUCTION CONTRACT

This Amendment No. 1 to a construction contract ("Amendment") is executed to be effective as of September 10, 2024, by and between the City of Pueblo, a Municipal Corporation ("City") and Concrete Concepts Design, Inc. dba Pyramid Construction, Inc., a Colorado Corporation ("Contractor").

WHEREAS, City and Contractor entered into that certain construction contract dated April 8, 2024, for Bid 24-030 (CI2415, WWAN02) Asphalt and Utility Improvements - Dillon Drive (RR Bridge to Eagleridge Boulevard) (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 $1,157,858.57, which amount includes the original contract amount of $769,382.60, Change Order No. 1 in the amount of $90,361.00, and the additional contract amount of $298,114.97 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 seven (7) 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.

Docusign Envelope ID: 0AB42F69-837B-4D2B-A9C8-0804509C8F3B

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed the day and year first above written.

CONCRETE CONCEPTS DESIGN, INC. DBA PYRAMID CONSTRUCTION, INC.

By _____
Esad Sipilovic, President

CITY OF PUEBLO, A MUNICIPAL CORPORATION

DocuSigned by:
By Naomi Hedden by DR
68FEDE99C2494B5...
Naomi Hedden, Director of Purchasing

ATTEST:

DocuSigned by:
7C02EBDFEC8D43C...
Marisa Stoller, City Clerk

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

Signed by:
01FBACDE22B04B4...
Danny Nunn, Interim Director of Finance

APPROVED AS TO FORM
DEPARTMENT OF LAW:

DocuSigned by:
Robert Jagger
502480BF6EEC4C8...
Robert P. Jagger, Deputy City Attorney

Docusign Envelope ID: 0AB42F69-837B-4D2B-A9C8-0804509C8F3B

EXHIBIT 1
REQUEST FOR QUOTATIONS

Bid 24-030 (CI2415, WWAN02) Asphalt and Utility Improvements - Dillon Drive (RR Bridge to Eagleridge Boulevard)

The undersigned hereby proposes to furnish all labor, materials, tools, equipment, and all utility/transportation services necessary to perform and complete, in an industry acceptable and professional manner, construction in accordance with the plans and specifications as prepared by or for the City of Pueblo, Colorado, for the sums set forth in the following schedule:

Additional Work Items	Quantity	Grand Total for Additional Work
• Additional Flow Fill • Additional Mobilization • Additional Traffic Control • Remove and Replace 24" Storm Sewer • Remove and Replace 60" Manhole • Bypass Pumping for Storm Sewer Replacement • Security Trailer • Stabilization Rock for under Manholes/Pipe • Concrete for Manhole • Four Public Message Boards to Notify Public of Dillon Closure • Remove and Replace 4" Sidewalk • Remove and Replace Curb and Gutter	Lump Sum	$298,114.97

(Two Hundred Ninety-Eight Thousand, One Hundred Fourteen and 97/100 ----------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.

CONCRETE CONCEPTS DESIGN, INC.
DBA PYRAMID CONSTRUCTION, INC.

By: _____
Esad Sipilovic, President

Docusign Envelope ID: 0AB42F69-837B-4D2B-A9C8-0804509C8F3B

Executed in 1 Counterparts

RIDER

To be attached to and form a part of **Performance and Payment** Bond No. **54257711**

dated the **8th** day of **April** **2024**., issued by the

United Fire & Casualty Company, as Surety, on behalf of

Concrete Concepts Design, Inc. dba Pyramid Construction, Inc., as Principal,

in the penal sum of **Seven Hundred Sixty Nine Thousand Three Hundred Eighty Two Dollars and Sixty Cents** Dollars (**$ 769,382.60**),

and in favor of **City of Pueblo**

In consideration of the premium charged for the attached bond, it is hereby agreed that the attached bond be amended as follows:

The contract amount is increased by $388,475.97, from $769,382.60 to $1,157,858.57 per Amendment No. 1.

Provided, However, that the attached bond shall be subject to all its agreements, limitations and conditions except as herein expressly modified, and further that the liability of the Surety under the attached bond and the attached bond as amended by this rider shall not be cumulative.

This rider shall become effective as of the **10th** day of **September** **2024**

Signed, sealed and dated this **12th** day of **September** **2024**

ATTEST:

CONCRETE CONCEPTS DESIGN, INC SEAL COLORADO

ACCEPTED BY OWNER:
City of Pueblo

By Naomi Hedden by DR

PRINCIPAL

Concrete Concepts Design, Inc. dba Pyramid Construction, Inc.

By

SURETY

United Fire & Casualty Company

By Christina L. Townsend
Christina L. Townsend, Attorney-in-Fact

Docusign Envelope ID: 0AB42F69-837B-4D2B-A9C8-0804509C8F3B

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

TIMOTHY J. BLANCHARD, CHRISTINA L. TOWNSEND, JENNIFER J. WALKER, ROBERT CHARLES TORREZ, TERRI L. REESE, BARBARA J. ARNOLD, NIKKI M. MOSBRUCKER, ASHLEY K. ANDERSON, K'ANNE E. VOGEL, NICOLE LEE MCGUIRE, ANDREW P. WALTERS, 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 $15,000,000.00 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 2nd day of June, 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 2nd day of June, 2023

UNITED FIRE & CASUALTY COMPANY
UNITED FIRE & INDEMNITY COMPANY
FINANCIAL PACIFIC INSURANCE COMPANY

By: Kyanna M Saylor
Vice President

State of Iowa, County of Linn, ss:

On 2nd day of June, 2023, before me personally came Kyanna M. Saylor to me known, who being by me duly sworn, did depose and say; that she resides in Cedar Rapids, State of Iowa; that she 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 she 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 she signed her name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.

Patti Waddell
Iowa Notarial Seal
Commission number 713274
My Commission Expires 10/26/2025

Patti Waddell
Notary Public
My commission expires: 10/26/2025

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 September, 2024.

BPOA0045 122017

By: Mary A Bertsch
Assistant Secretary,
UF&C & UF&I & FPIC

DocuSign

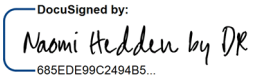
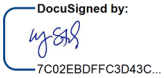
Certificate Of Completion

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Status: Completed
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Source Envelope:
Document Pages: 5
Signatures: 4
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-07:00) Mountain Time (US & Canada)

Envelope Originator:
Purchasing
230 S Mechanic
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purchasing@pueblo.us
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Record Tracking

Status: Original
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Signer Events	Signature	Timestamp
Naomi Hedden by DR drivera@pueblo.us Purchasing Contract Coordinator City of Pueblo Security Level: Email, Account Authentication (None)	DocuSigned by:  685EDE99C2494B5... Signature Adoption: Pre-selected Style Using IP Address: 208.82.107.130	Sent: 9/13/2024 3:51:40 PM Viewed: 9/13/2024 3:52:02 PM Signed: 9/13/2024 3:52:07 PM
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:  7C02EBDFFC3D43C... Signature Adoption: Uploaded Signature Image Using IP Address: 208.82.107.130	Sent: 9/13/2024 3:52:09 PM Viewed: 9/16/2024 8:52:18 AM Signed: 9/16/2024 8:52:37 AM
Electronic Record and Signature Disclosure: Accepted: 12/3/2021 2:21:37 PM ID: d4b20520-f52e-4781-a288-ed72c1cbf692		
DANNY NUNN dnunn@pueblo.us Security Level: Email, Account Authentication (None)	Signed by:  01FBACDE22B04B4... Signature Adoption: Drawn on Device Using IP Address: 208.82.107.130	Sent: 9/16/2024 8:52:39 AM Viewed: 9/16/2024 9:26:57 AM Signed: 9/16/2024 9:27:43 AM
Electronic Record and Signature Disclosure: Accepted: 9/16/2024 9:26:56 AM ID: abfe96bc-5a58-4458-a994-8bf9e10c036b		
Robert Jagger rjagger@pueblo.us Security Level: Email, Account Authentication (None)	DocuSigned by:  502480BF6EFC4C8... Signature Adoption: Pre-selected Style Using IP Address: 208.82.107.130	Sent: 9/16/2024 9:27:45 AM Viewed: 9/16/2024 9:54:06 AM Signed: 9/16/2024 9:54:20 AM
Electronic Record and Signature Disclosure: Accepted: 3/14/2023 1:54:04 PM ID: 6d0c0f5a-8d08-442a-a5ac-f847bdb3008d		

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 christinagarcia@pueblo.us City of Pueblo Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 9/16/2024 9:54:21 AM Viewed: 9/16/2024 10:00:44 AM
Clyde Bishop cbishop@pueblo.us Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 9/16/2024 9:54:23 AM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	9/13/2024 3:51:40 PM
Certified Delivered	Security Checked	9/16/2024 9:54:06 AM
Signing Complete	Security Checked	9/16/2024 9:54:20 AM
Completed	Security Checked	9/16/2024 9:54:23 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

AMENDMENT NO. 2 TO
CONSTRUCTION CONTRACT

This Amendment No. 2 to a construction contract ("Amendment") is executed to be effective as of October 16, 2024, by and between the City of Pueblo, a Municipal Corporation ("City") and Concrete Concepts Design, Inc. dba Pyramid Construction, Inc., a Colorado Corporation ("Contractor").

WHEREAS, City and Contractor entered into that certain construction contract dated April 8, 2024, for Bid 24-030 (CI2415, WWAN02) Asphalt and Utility Improvements - Dillon Drive (RR Bridge to Eagleridge Boulevard) and Amendment No. 1 dated September 10. 2024 to said contract. Said contract and Amendment No. 1 are collectively referred to herein as 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 $1,368,178.22, which amount includes the original contract amount of $769,382.60, Change Order No. 1 in the amount of $90,361.00, Amendment No. 1 in the amount of $298,114.97, and the additional contract amount of $210,319.65 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 seven (7) 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.

CONCRETE CONCEPTS DESIGN, INC. DBA PYRAMID CONSTRUCTION, INC.

By _____
Esad Sipilovic, 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:

_____
Danny Nunn, Interim Director of Finance

APPROVED AS TO FORM
DEPARTMENT OF LAW:

_____
Robert P. Jagger, Deputy City Attorney

EXHIBIT 1
REQUEST FOR QUOTATIONS

Bid 24-030 (CI2415, WWAN02) Asphalt and Utility Improvements - Dillon Drive (RR Bridge to Eagleridge Boulevard)

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
• Rehabilitate large cracks in asphalt with glassgrid and asphalt patching to make road more driveable.	Lump Sum	$210,319.65

(Two Hundred Ten Thousand, Three Hundred Nineteen and 65/100 ----------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.

CONCRETE CONCEPTS DESIGN, INC.
DBA PYRAMID CONSTRUCTION, INC.

By: _____
Esad Sipilovic, President

Docusign Envelope ID: ECD5E34E-CC87-49FB-BF59-4EED42790744

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: October 15, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Andrew Hayes, Public Works Director

SUBJECT: A RESOLUTION AWARDING AN AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES IN THE AMOUNT OF $125,000.00 TO CMTA, INC., FOR PROJECT NO. 24-077 ENERGY PERFORMANCE CONTRACTING AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

SUMMARY:

This Resolution awards an Agreement for Professional Consulting Services to CMTA Inc., to render Investment Grade Audit Services for Energy Performance Contracting. CMTA, Inc., was determined to be the most responsible bidder and will be awarded a contract in the amount of $125,000.00.

PREVIOUS COUNCIL ACTION:

Ordinance 10655, approved on February 26, 2024, established Project Account CI2423, for Energy Performance Contract Audit, transferred $125,000 from the unappropriated fund balance of the General Fund into Project Account CI2423, and budgeted and appropriated $125,000.00 into said project account, and authorized the Mayor to execute the purchase order agreement on behalf of the City of Pueblo.

BACKGROUND:

This project underscores the city's commitment to energy efficiency and sustainability by addressing the urgent need to reduce energy consumption, lower utility costs, and enhance environmental stewardship. With aging infrastructure and increasing energy demands, many city buildings and facilities are operating inefficiently, leading to higher operating costs and environmental impact. Energy Performance Contracting (EPC) services provide a comprehensive solution by allowing the city to implement energy-saving measures through guaranteed cost savings. Through this approach, the city can upgrade its infrastructure and meet long-term energy goals—all without requiring significant upfront capital investment. By leveraging EPC services, the city can achieve immediate improvements in energy performance while ensuring financial and

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environmental benefits over the long term.

FINANCIAL IMPLICATIONS:

Funding in the amount of $125,000 will be paid from Project Account CI2423 – Energy Performance Contract Audit.

BOARD/COMMISSION RECOMMENDATION:

Not Applicable to this Resolution.

STAKEHOLDER PROCESS:

Not Applicable to this Resolution.

ALTERNATIVES:

Denial of this Resolution will preclude the City from awarding the contract and proceeding with the Energy Performance Contract Audit

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 24-077 Draft CMTA Agmt for Energy Performance Contracting

Docusign Envelope ID: ECD5E34E-CC87-49FB-BF59-4EED42790744

RESOLUTION NO. 15781

A RESOLUTION AWARDING AN AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES IN THE AMOUNT OF $125,000.00 TO CMTA, INC., FOR PROJECT NO. 24-077 ENERGY PERFORMANCE CONTRACTING AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

WHEREAS, the Proposal of CMTA, Inc., for Project No. 24-077 Energy Performance Contracting Services, has been received and examined; AND,

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

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The City Council authorizes Project No. 24-077 Energy Performance Contracting Services to be performed, and the Contract for said services is hereby awarded to CTMA, Inc., in the amount of $125,000.

SECTION 2.

Funds for said Agreement shall be paid from Project Account CI2423 - Energy Performance Contract Audit

SECTION 3.

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

SECTION 4.

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

Docusign Envelope ID: ECD5E34E-CC87-49FB-BF59-4EED42790744

SECTION 5.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: October 15, 2024

BY: Roger Gomez
MEMBER OF CITY COUNCIL

APPROVED: DocuSigned by: Mark Aliff B7A4F51823AB462...
PRESIDENT OF CITY COUNCIL

ATTESTED BY: Signed by: 330F90D300E24F8...
DEPUTY CITY CLERK

DRAFT AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES BY AND BETWEEN CITY OF PUEBLO AND CMTA, INC. DBA CMTA ENGINEERING

24-077

ENERGY PERFORMANCE CONTRACTING SERVICES

DRAFT AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES BY AND BETWEEN CITY OF PUEBLO AND CMTA, INC. DBA CMTA ENGINEERING

1. INTRODUCTION

THIS AGREEMENT ("Agreement") made and entered this _____ day of _____, 20____, by and between the City of Pueblo, a Municipal Corporation (hereinafter referred to as "City") and CMTA, Inc., dba CMTA Engineering, a Kentucky Corporation registered to do business in the State of Colorado (hereinafter referred to as "Consultant"), a professional firm for Consultant to render certain a professional Investment Grade Audit (IGA) and related services for City in connection with Bid 24-077 Energy Performance Contracting Services, hereinafter referred to as the "Project." In consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

A. Consultant shall satisfactorily perform a professional Investment Grade Audit (IGA) and related services for the Project described in more detail in Schedule 1 attached hereto and incorporated herein by reference (the "Services"). Such Services shall include all usual and customary professional services incidental to the work on the Project. In the event this Agreement follows the selection of Consultant by City pursuant to a Request for Proposals (RFP), all of the requirements of that RFP are incorporated herein by reference, unless any requirement is expressly excluded in Schedule 1.

B. To the extent Consultant performs any of the Project work through subcontractors or subconsultants, Consultant shall be and remain as fully responsible for the full performance and quality of services performed by such subcontractors or subconsultants as it is for services performed directly by Consultant or Consultant's employees.

C. To the extent Consultant requires access to private property to perform its services hereunder, Consultant shall be required to make arrangements to obtain such access. However, in the event City has already secured access for Consultant to any such property through a right of entry agreement, access agreement, letter of consent or other instrument, Consultant shall fully comply with and be subject to the terms and conditions set forth therein. A copy of any such instrument will be provided to Consultant upon request.

2. CONSULTANT'S RESPONSIBILITIES

A. Consultant shall be responsible for the professional quality, technical accuracy, and timely completion of Consultant's work, including that performed by Consultant's subconsultants and subcontractors, analysis, evaluation, auditing, reporting, and other services, irrespective of City's approval of or acquiescence in same. Consultant shall be responsible, in accordance with applicable law, to City for all loss or damage to City caused by Consultant's negligent act or omission; except that Consultant hereby irrevocably waives and excuses City and City's attorneys from compliance with any requirement to obtain a certificate of review as a condition precedent to commencement of an action, including any such requirements set forth in Section 13-20-602, C.R.S. or similar statute, whether now existing or hereafter enacted.

B. Consultant shall be completely responsible for the safety of Consultant's employees in the execution of work under this Agreement and shall provide all necessary safety and protective equipment for said employees.

C. Consultant acknowledges that time is of the essence with respect to the completion of its services under this Agreement. Consultant and City shall agree on a timeframe for all work to be performed on this project. Except to the extent the parties agree to time extensions for delays beyond the control of Consultant, Consultant shall adhere to this schedule and perform its work in a timely manner so as not to delay City's timetable for achievement of interim tasks and final completion of Project work. Consultant further acknowledges that its schedule has accounted for all reasonably anticipated delays, including those inherent in the availability of tools, supplies, labor and utilities required for the work, the availability of information which must be obtained from any third parties, and all conditions to access to public and private facilities.

D. Before undertaking any work or incurring any expense which Consultant considers beyond or in addition to the Services described in Schedule 1 or otherwise contemplated by the terms of this Agreement, Consultant shall advise City in writing that (1) Consultant considers the work beyond the scope of this Agreement, (2) the reasons that Consultant believes the out of scope or additional work should be performed, and (3) a reasonable estimate of the cost of such work. Consultant shall not proceed with any out of scope or additional work until authorized in writing by City. The compensation for such authorized work shall be negotiated, but in the event the parties fail to negotiate or are unable to agree as to compensation, then Consultant shall be compensated for its direct costs and professional time at the rates set forth in Schedule 2 attached hereto.

E. Consultant acknowledges that, due to the nature of the services for this project, related professional services, and the impact of same on the Project, the City has a substantial interest in the personnel and consultants to whom Consultant assigns principal responsibility for services performed under this Agreement. Consequently, Consultant represents that Consultant has selected and intends to employ or assign the key personnel and subconsultants identified in

Schedule 3 ("Identification of Personnel, Subcontractors, and Task Responsibility") attached hereto for the Project assignments and areas of responsibility stated therein. Within 10 days of execution of this Agreement, City shall have the right to object in writing to employment on the Project of any such key person, subconsultant, or assignment of principal responsibility, in which case Consultant will employ alternate personnel for such function or reassign such responsibility to another to whom City has no reasonable objection. Thereafter, Consultant shall not assign or reassign Project work to any person to whom City has reasonable objection.

3. CITY'S RESPONSIBILITIES

A. City agrees to advise Consultant regarding City's Project requirements and to provide all relevant information, data and previous reports accessible to City which Consultant may reasonably require.

B. City shall designate a Project Representative to whom all communications from Consultant shall be directed and who shall have limited administrative authority on behalf of City to receive and transmit information and make decisions with respect to the Project. Said representative shall not, however, have authority to bind City as to matters of governmental policy or fiscal policy, nor to contract for additions or obligations exceeding a value which is the lesser of $5000 or 5% of the maximum agreement price.

C. City shall examine all documents presented by Consultant and render decisions pertaining thereto within a reasonable time. The City's approval of any analysis, evaluations, audits, reports, or product furnished hereunder shall not in any way relieve Consultant of responsibility for the professional adequacy of its work.

D. City shall perform its obligations and render decisions within a reasonable time under the circumstances presented. Based upon the nature of City and its requirements, a period of 14 days shall be presumed reasonable for any decision not involving policy decision or significant financial impact, when all information reasonably necessary for City to responsibly render a decision has been furnished. A period of 46 days shall be presumed reasonable for City to act with respect to any matter involving policy or significant financial impact. The above periods of presumed reasonableness shall be extended where information reasonably required is not within the custody or control of City but must be procured from others.

4. TIME FOR PERFORMANCE

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

5. PAYMENT

A. City will pay to Consultant as full compensation for all services required to be performed by Consultant under this Agreement, except for services for additional work or work beyond the scope of this Agreement, an amount not to exceed $120,588.25 in the aggregate as set forth in Schedule 2 "Fee Schedule" and computed in accordance with this Section. In the event compensation for services is set forth in Schedule 2 as to each phase of work indicated in this Agreement, the maximum amount of compensation for any phase shall not exceed the amount specified in Schedule 2 for such phase.

B. Consultant shall submit periodic, but not more frequently than monthly, applications for payment, aggregating to not more than the maximum amount set forth above, for actual professional services rendered and reimbursable expenses incurred. Such applications shall be submitted based upon the hourly rates and expense reimbursement provisions set forth in Schedule 2 attached hereto and shall contain appropriate documentation that such services have been performed and expenses incurred. Thereafter, City shall pay Consultant for the amount of the application within 45 days of the date of such application is received, provided that sufficient documentation has been furnished, and further provided that City will not be required to pay more than 90% of the maximum amount unless the Consultant's services on the Project phases for which this Agreement is applicable have been completed to City's reasonable satisfaction and all required Consultant submittals have been provided.

C. No separate or additional payment shall be made for profit, overhead, local telephone expenses, lodging, routine photocopying, computer time, secretarial or clerical time or similar expenses unless otherwise provided and listed in Schedule 2 - "Fee Schedule."

D. No compensation shall be paid to Consultant for services required and expenditures incurred in correcting Consultant's mistakes or negligence.

E. Compensation for authorized work beyond the scope of this Agreement shall be governed by Section 2.

6. TERMINATION

A. City reserves the right to terminate this Agreement and Consultant's performance hereunder, at any time upon written notice, either for cause or for convenience. Upon such termination, Consultant and its subcontractors shall cease all work, stop incurring expenses, and shall promptly deliver to City all analysis, evaluations, audits, reports, plans, or work product and materials as Consultant may have accumulated in performing this Agreement, together with all finished work and work in progress. Consultant shall at all times act in good faith with respect to the orderly transfer of work to the City or any entity designated by City.

B. Upon termination of this Agreement for events or reasons not the fault of Consultant, Consultant shall be paid at the rates specified in Schedule 2 for all services rendered and reasonable costs incurred to the date of termination; together with any reasonable costs incurred within 10 days of termination provided such latter costs could not be avoided or were incurred in mitigating loss or expenses to Consultant or City. Consultant shall provide a detailed final invoice to the City within fourteen (14) calendar days from the effective date of termination, itemizing the work completed, costs incurred, and any outstanding payments due. In no event shall payment to Consultant upon termination exceed the maximum compensation provided for complete performance in Section 5, and the Consultant expressly waives any right to claim damages, including but not limited to lost profits, anticipated revenue, or indirect or consequential damages arising out of or relating to the termination for convenience.

C. In the event termination of this Agreement or Consultant's services is for breach of this Agreement by Consultant, or for other fault of Consultant including but not limited to any failure to timely proceed with work, or to pay its employees and Consultants, or to perform work according to the highest professional standards, or to perform work in a manner deemed satisfactory by City's Project Representative, then in that event, Consultant's entire right to compensation shall be limited to the lesser of: (1) the reasonable value of completed work to City, or (2) payment at the rates specified in Schedule 2 for services satisfactorily performed and reimbursable expenses reasonably incurred, prior to date of termination.

D. Consultant's responsibility for its completed work and services shall survive any termination.

7. GENERAL PROVISIONS

7.1. Ownership of Documents

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

7.2. Advertising

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

7.3. Equal Employment Opportunity

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

7.4. Notices

Any and all notices or other communications required or permitted by this Agreement or by law to be served on or given to either the City or the Consultant by the other party shall be in writing and shall be deemed duly served and given when personally delivered to the party to whom it is directed, or in lieu of such personal service when deposited in the United States mail, first-class postage prepaid, addressed to the City of Pueblo, Department of Public Works, Attn: Andrew Hayes, Director, 211 E. D Street, Pueblo, CO, 81003; or to the Consultant, CMTA, Inc. dba CMTA Engineering, Attn: Conner Dailey, PE, Project Manager, 1407 Washington Avenue, Golden, CO, 80401. Either party may change their address for the purpose of this paragraph by giving written notice of such change to the other party in the manner provided in this paragraph.

7.5. Entire Agreement

This instrument contains the entire agreement between the City and the Consultant respecting the Project, and any other written or oral agreement or representation respecting the Project or the duties of either the City or the Consultant in relation thereto not expressly set forth in this instrument are null and void. Notwithstanding the foregoing, the terms of Bid 24-077 Energy Performance Contracting Services are hereby incorporated herein, and Consultant agrees to abide by and comply with the same. In the event of any conflict between any provision of this Agreement and a provision of any Schedule or attachment to this Agreement, the provision in this Agreement shall control and supersede the conflicting provision in the Schedule or attachment. Any inconsistent resolution provision in any attachment to this Agreement shall be void.

7.6. Subcontracts

A. City acknowledges that Consultant is the prime contractor and the only party with whom City has a contractual relationship under this Agreement. To the extent Consultant performs any Project activities through subconsultants or subcontractors, Consultant shall contractually bind each of its subconsultants and subcontractors by subcontract agreement to all of the terms of this Agreement which are for the benefit of City, and City shall be a third-party beneficiary of those subcontract provisions.

B. Consultant shall indemnify and defend City from all claims and demands for payment for services provided by subcontractors of Consultant.

C. Consultant acknowledges that, due to the nature of the services to be provided under this Agreement, the City has a substantial interest in the personnel and consultants to whom Consultant assigns principal responsibility for services performed under this Agreement.

Consequently, Consultant represents that it has selected and intends to employ or assign the key personnel and consultants identified in its proposal submitted to City prior to execution of this Agreement to induce City to enter this Agreement. Consultant shall not change such consultants or key personnel except after giving notice of a proposed change to City and receiving City's consent thereto. Consultant shall not assign or reassign Project work to any person to whom City has reasonable objection.

7.7. Successors and Assigns

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

7.8. Amendments

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

7.9. Choice of Law, Jurisdiction, and Venue

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

7.10. Severability

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

7.11. Appropriations

A. Subject to execution of this Agreement by the Director of Finance certifying that a balance of appropriation exists and funds are available, the amount of money appropriated for this Agreement is equal to or in excess of the maximum compensation payable hereunder; provided, however, that if work is phased and subject to annual appropriation, funds only in the amount

of initial appropriation are available and Consultant shall confirm availability of funds before proceeding with work exceeding initial and subsequent annual appropriations.

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

8. DISPUTES

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

9. INSURANCE

9.1. Conditions

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

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

9.2. Minimum Requirements

1. Commercial General Liability Insurance. The Consultant shall secure and maintain during the period of this agreement and for such additional time as work on the project is being performed, Commercial General Liability Insurance issued to and covering the liability of the Consultant with respect to all work performed by it and all its subcontractors under the agreement, to be written on a comprehensive policy form. This insurance shall be written in amounts not less than $1,000,000 for each occurrence and aggregate for personal injury including death and bodily injury and $1,000,000 for each occurrence and aggregate for property damage. This policy of insurance shall name the City of Pueblo, its agents, officers and employees as additional insureds. The policy shall also provide coverage for contractual liability assumed by Consultant under the provisions of the agreement.

2. Comprehensive Automobile Liability Insurance. The Consultant shall procure and maintain during the period of the agreement and for such additional time as work on the project is being performed, Comprehensive Automobile Liability Insurance. This insurance shall be written with limits of liability for and injury to one person in any single occurrence of not less than $350,000 and for any injury to two or more persons in any single occurrence of not less than $1,000,000. Alternate coverage of combined single limit, each accident, in an amount of not less than $1,000,000 may be accepted at the discretion of the Purchasing Director. This insurance shall include uninsured/underinsured motorist coverage and shall protect the Consultant from any and all claims arising from the use both on and off the site of the project of automobiles whether owned, leased, hired or used by Consultant.

3. Workers' Compensation Insurance complying with statutory requirements in Colorado and in any other state or states where the work is performed. The Workers' Compensation Insurance policy shall contain an endorsement waiving subrogation against the City.

4. Professional Liability Insurance with coverage of not less than $1,000,000 in a form and with a deductible acceptable to City.

9.3. Governmental Immunity

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

10. ACCESSIBILITY

The Americans with Disabilities Act (ADA) provides that it is a violation of the ADA to design and construct a facility for first occupancy later than January 26, 1993, that does not meet the accessibility and usability requirements of the ADA except where an entity can demonstrate that it is structurally impractical to meet such requirements. The Consultant therefore, will use its best reasonable professional efforts to implement applicable ADA requirements and other federal, state, and local laws, rules codes, ordinances and regulations as they apply to the Project.

11. IMMIGRATION REFORM AND CONTROL ACT OF 1986

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

12. PERA LIABILITY

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

13. SCHEDULES

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

- Schedule 1 - "Scope of Services" consisting of 4 pages.
- Schedule 2 - "Fee Schedule" consisting of 1 page.
- Schedule 3 - "Identification of Personnel, Subcontractors, and Task Responsibility" consisting of 30 pages.

14. SIGNATURE

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

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

(Continue to following page)

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

CITY OF PUEBLO, A MUNICIPAL CORPORATION

By_____
Naomi Hedden, Director of Purchasing

Attest_____
Marisa Stoller, City Clerk

[SEAL]

CMTA, INC.

By_____
Conner Dailey, PE, Project Manager

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

_____
Danny Nunn, Interim Finance Director

APPROVED AS TO FORM
DEPARTMENT OF LAW

_____
Robert P. Jagger, Deputy City Attorney

Attachments: Schedule 1 - Scope of Services
Schedule 2 - Fee Schedule
Schedule 3 - Identification of Personnel, Subcontractors, and Task Responsibility
Additional Information for Agreement

Schedule 1

Scope of Service

Excerpt from Request for Proposal dated May 21, 2024, Section 3

3.1. Objective

A. The goals of the project are to:

1. Evaluate the City's facilities for electric, gas, and water efficiency upgrades, renewable energy systems, and other measures as requested
2. Conduct an IGA and provide a report that makes recommendations for possible projects
3. Support the City's efforts in locating funding and/or financing of the proposed energy projects within the boundaries of Dodd-Frank and other regulations
4. Execute and implement an EPC.
    a. EPC execution includes guaranteeing electric, gas and water savings through a specific scope of work and measuring and verifying that the savings guarantee has been delivered.
    b. EPC implementation including construction and implementation oversight and management, commissioning, and execution of the measurement and verification (M&V) plan that meets or exceeds the requirements of the City of Pueblo, enabling legislation, and CEO protocols.
5. While it is the desire of the City of Pueblo to enter into a long-term partnership with the awarded ESCO, the City does not guarantee the award of an EPC to the chosen ESCO.

3.2. Minimum Qualifications

To be eligible for consideration the Consultant (ESCO) must be pre-qualified and registered with the State of Colorado Governor's Energy Office Performance Contracting Program.

3.3. Overview

A. The City desires an aggressive energy and water savings program to result from the project.

B. The awarded Consultant shall evaluate 26 City-owned buildings and other facilities for energy and water efficiency upgrades, renewable energy systems, and other measures as requested.

C. Specific projects to be evaluated in the IGA process are: deep energy retrofitting; including but not limited to building automation controls and HVAC upgrades, and renewable energy technology evaluation (specifically solar PV, wastewater treatment plant co-generation financing).

D. Example projects to be considered for City facilities include:

1. HVAC upgrade, Repair RTU Static Pressure Control, Schedule Courthouse VAVs, Interlock Primary HW Pumps with Boilers, Solar PV and backup battery storage at Pueblo Municipal Justice Center (PMJC) 200 S Main St.
2. HVAC/ Chillers/Boilers upgrade and building automations controls, Repair CHW Pump DP Control, Replace Theater Incandescent Lighting at City Hall, 1 City Hall Place
3. Solar PV car-canopy array on top of Main Street Garage 110 S Main St.
4. Solar PV on Purchasing Warehouse 230 S Mechanic St.
5. Electric Heat Pump install at Public Works 211 E D St.
6. Electric Heat Pump install at City Park Parks and Rec Office 800 Goodnight Ave
7. Adjust Front Restroom Air Balancing and Upgrade Lighting to LED at Fire Station #9 4527 Surfwood Ln
8. Building automation controls where applicable
9. This does not limit the ESCO from suggesting other energy savings projects in the normal course of the contract.

E. In their ESCO Base Contract with CEO, pre-qualified ESCOs agree to abide by CEO's Standard IGA Pricing model.

F. The awarded Consultant will provide a comprehensive IGA report and EPC Project Proposal to make recommendations for possible projects based on the results of the IGA.

G. Upon completion of the IGA and EPC Project Proposal, the City may elect to enter into an EPC with the awarded ESCO for design, project management, construction, commissioning, and measurement and verification services.

3.4. Introduction

It is the City's intent to negotiate and enter into an agreement with the selected Consultant for the implementation of the three (3) general phases of work described in this section of the RFP. The agreement would set forth the general terms and conditions applicable to each phase of work. The implementation of each phase of work would be subject to the issuance of work orders setting forth the specific, agreed upon terms and conditions needed to implement that phase of work. The specific terms and conditions contained in the work order would need to be consistent with the general terms and conditions contained in the agreement.

Importantly, the description of the work in this section of the RFP is intended to be general and preliminary. The actual number of phases of work and the specific details of each phase is subject to the information contained in the proposals as well as the negotiations between the City and the selected Consultant.

3.5. Preliminary Analysis and Selection of Facilities

The first phase would involve the selected Consultant conducting a preliminary analysis, at no cost to the City. The preliminary analysis would be used to create a prioritized list of City facilities to undergo an investment-grade audit for the selection of potential ECMs. The exact scope of the preliminary analysis could be set forth in the agreement or in a subsequently issued work order. Each Consultant should address its approach to the preliminary analysis in its respective proposal.

The City has approximately 26 buildings for consideration in the preliminary analysis. These facilities are described in Attachment D - "City of Pueblo Facilities". Attachment A is provided as ancillary information to assist proposers in determining the potential scale of the project. No analysis of this information should be created or submitted as part of a proposal at this time.

Moreover, although the focus of each proposal should be on energy saving projects, each Consultant should also address its ability to include in the preliminary analysis – and to implement – other projects with a positive return on investment, such as water saving projects at City facilities.

3.6. Investment-Grade Audit and Packaging of Projects

From the preliminary analysis, the Consultant will make written recommendations regarding which City facilities should be subject to an investment-grade audit and the scope of such audit. The investment-grade audit would be used by the Consultant to actually identify potential energy savings projects. Once the City approves the number and selection of the facilities and the scope of the audit, the City will issue a work order to the Consultant and the Consultant will perform the audit.

At the conclusion of the audit(s), the Consultant will aggregate facilities into one or more grouped Project Proposals for consideration by the City. Each Project Proposal will be in writing and will contain all information relevant to the City deciding whether to proceed with the proposal, including, but not limited to:

- A description of each energy savings project contained in the Project Proposal,
- Detailed information on the cost and financing of designing and implementing each energy savings project contained in the Project Proposal,
- A proposal for financing the energy savings project in accordance with Section 3.4 below, and
- The methodology for determining energy savings (or other savings if the project is a non-energy project), the projected savings and a savings guarantee (see section 4.6 below).

3.7. Project Implementation

The third phase involves the City issuing one or more work orders for any Project Proposal(s) that the City decides to implement. Each work order would set forth the specific terms and conditions that the parties negotiate and agree to with regard to implementing each Project Proposal.

The Consultant may be required to carry out all functions necessary to design, bid, manage, and construct to satisfactory completion the work within a Project Proposal. Alternatively, the City can require the Consultant to carry out some of these functions, with the City responsible for performing those functions not performed by the Consultant.

If the Consultant is responsible for performing the construction needed to implement an energy savings project, then the Consultant would need to publicly bid the construction work in accordance with the Municipal Code and Standard Specifications. The Consultant also would be subject to the City's Prevailing Wage policy (Attachment E), which requires that construction workers are paid the appropriate prevailing wage.

The City expressly reserves the right to reject any financing proposal provided by the Consultant in a Project Proposal and to provide its own financing.

3.8. Provide a Proposed Financing Strategy

Consultant shall present a financing strategy for the Proposed Projects including relationship(s) with financial institutions that would provide funding. However, the Consultant shall not receive remuneration from the financing of the projects.

The City intends to evaluate multiple financing strategies with the assistance of an outside Financial Advisor. This section, therefore, should include the best option that the proposer can offer, unique to those which the City may otherwise have access to through the municipal marketplace. If desired, multiple scenarios may be proposed.

Regardless of which Consultant is selected and what Financing Strategy is proposed, the City reserves the right to provide its own financing strategy.

Schedule 2

Fee Schedule

Excerpt from Consultant's Proposal dated June 20, 2024, Page 87

Building Name	Gross SF	IGA Pricing per CEO	Total IGA Cost
Pueblo Municipal Justice Center	105512	$0.25	$26,378.00
City Hall	85848	$0.25	$21,462.00
Fleet Garage	46835	$0.25	$11,708.75
Ice Rink	33485	$0.25	$8,371.25
Transpo. Office	32242	$0.25	$8,060.50
Airport	22722	$0.25	$5,680.50
Stormwater maintenance	18442	$0.25	$4,610.50
Engineering Annex	14775	$0.25	$3,693.75
Fire Station 1	13628	$0.25	$3,407.00
Youth Rec	13248	$0.25	$3,312.00
Fleet Storage	12542	$0.25	$3,135.50
Walking Stick Golf	8577	$0.25	$2,144.25
Purchasing	8020	$0.25	$2,005.00
Public Works	7488	$0.25	$1,872.00
Traffic Office	6944	$0.25	$1,736.00
City Parks Office	6621	$0.25	$1,655.25
Fire Station 9	6508	$0.25	$1,627.00
Fire Station 8	6508	$0.25	$1,627.00
Elmwood Golf	5972	$0.25	$1,493.00
Pope Block Data Center	5000	$0.25	$1,250.00
Walking Stick Maintenance	5000	$0.25	$1,250.00
Fire Station 2	4456	$0.25	$1,114.00
WWTP Engineering	4386	$0.25	$1,096.50
Fire Station 3	3797	$0.25	$949.25
Fire Station 7	3797	$0.25	$949.25
Total	**482353**	**$0.25**	**$120,588.25**

Schedule 3

Identification of Personnel, Subcontractors, and Task Responsibility

Excerpt from Consultant's Proposal dated June 20, 2024, Appendix D



CONNER DAILEY

PE

Audit Team Lead | Mechanical Engineer

EDUCATION

Mr. Dailey graduated summa cum laude from the University of Kentucky with a Bachelor of Science degree in Mechanical Engineering from the University of Kentucky in 2018.

REGISTRATIONS

- Licensed Professional Engineer in Colorado (#0062393), Kentucky (#37802), and Indiana (#PE12300380)

ORGANIZATIONS

- ASHRAE – American Society of Heating/ Refrigeration/Air Conditioning Engineers
- ESC - Energy Services Coalition, Colorado Chapter

RELATED PROJECTS

ESPC Project: $17,639,525; 13 schools
Grand Forks Public Schools
Grand Forks, North Dakota

ESPC Project: $93,846,719; 1,406,677 SF; 13 buildings
Kanawha County Schools Phases 1 & 2
Charleston, West Virginia

ESPC Project: $6,595,280; 728,500 SF; 28 facilities
Shepherd University
Shepherdstown, West Virginia

ESPC Project: $16,326,461; 1 million SF; 32 buildings
Kentucky State University
Frankfort, Kentucky

ESPC Project: $5,759,110; 725,383 SF; 20 buildings
Ashland Community & Technical College and Bluegrass Community & Technical College
Ashland and Lexington, Kentucky

ESPC Project: $7,752,835; 850,000 SF
Jefferson Community & Technical College
Louisville, Kentucky

EXPERIENCE

Mr. Dailey joined CMTA Energy Solutions in June of 2018. Prior to employment with CMTA, Mr. Dailey was an undergraduate student at the University of Kentucky where he graduated Summa Cum Laude with a Bachelor of Science degree in Mechanical Engineering.

During his time with CMTA, Mr. Dailey has been the Project Manager for over $17 million in Energy Savings Performance Contract (ESPC) projects and has worked to develop and implement over $150 million in additional ESPC construction. The projects he has managed include multiple full HVAC renovations, high performance HVAC control strategies, LED lighting upgrades and building envelope improvements. Additional improvements that Mr. Dailey has helped develop and implement include utility meter upgrades, plumbing upgrades, solar photovoltaic installations, geothermal HVAC renovations, and secondary to primary electrical power conversions.

Mr. Dailey was also a key member of the project team that received the first place ASHRAE technology award in 2021 for commissioning for the Kentucky Community & Technical College System in the category of Educational Facilities.

Mr. Dailey has participated in all phases of ESPC projects and has a thorough understanding of building systems, energy conservation measures, building commissioning, measurement and verification, and project financing.

CMTA



TOM NICOLAS

PE, MBA, CEM

Principal-in-Charge | Principal

EDUCATION

Mr. Nicolas holds a Bachelor of Science degree and Masters of Engineering degree in Mechanical Engineering from the University of Louisville, as well as a Master of Business Administration from Bellarmine University's W. Fielding Rubel School of Business. All of Mr. Nicolas' degrees were awarded with highest honors. He was also awarded the Alumni Associations' Mechanical Engineering Outstanding Graduate Professional Award.

REGISTRATIONS

- Licensed Professional Engineer in the state of Kentucky (#33882)
- The Association of Energy Engineers Certified Energy Manager (CEM)

ORGANIZATIONS

- ASHRAE – American Society of Heating/ Refrigeration/Air Conditioning Engineers
- AEE – Association of Energy Engineers
- NSPE/KSPE – National/Kentucky Society of Professional Engineers

RELATED PROJECTS

ESPC Project: Total=$52,700,896
Muhammad Ali International Airport Phases 1 & 2
Louisville, Kentucky

ESPC Project: Total=$17,736,188; 21 facilities
Wood County Schools Phases 1 & 2
Parkersburg, West Virginia

ESPC Project: $16,326,461; 1 million SF; 32 buildings
Kentucky State University
Frankfort, Kentucky

ESPC Project: $3,525,756
Morgan County Public Schools
Berkeley Springs, West Virginia

EXPERIENCE

Mr. Nicolas has over 23 years of experience in the energy, infrastructure renewal, performance contracting and renewable energy field. He began his career at one of the first firms offering energy solutions in the region, Louisville Gas & Electric Enertech, as an intern in 2000.

Since starting his career in the energy and infrastructure renewal field, Mr. Nicolas has held multiple positions with an energy service company, including Associate Project Development Engineer, Project Development Engineer, Senior Project Development Engineer, Manager of Engineering, and Director of Engineering and Operations.

Mr. Nicolas decided to join CMTA Energy Solutions in 2017, due to CMTA's industry-leading commitment to customer satisfaction and operational excellence. His vast experience with assessing building systems and energy consumption, along with engineering oversight of design/build contracts, provides a strong foundation for delivering successful projects.

CMTA



JOHN GOODIN

PE, CXA

Project Manager | Principal

EDUCATION

Mr. Goodin graduated from Tulane University with a Bachelor of Science in Mechanical Engineering degree.

REGISTRATIONS

- Licensed Professional Engineer in the states of Kentucky (#27654) and Louisiana (#44032)
- AABC Certified Commissioning Authority (CxA)

ORGANIZATIONS

- ESC - Energy Services Coalition, Colorado Chapter

RELATED PROJECTS

ESPC Project: $6,595,280; 728,500 SF; 28 facilities
Shepherd University
Shepherdstown, West Virginia

ESPC Project: $115,867,693; 1,406,677 SF; 13 facilities
Kanawha County Schools Phases 1 & 2
Charleston, West Virginia

ESPC Project: $17,639,525; 13 schools
Grand Forks Public Schools
Grand Forks, North Dakota

ESPC Project: $8,014,738
Itawamba Community College
Fulton, Mississippi

Lycée Français de la Nouvelle-Orleans School*
New Construction and Renovation Design
New Orleans, Louisiana

Children's Hospital of New Orleans*
Expansion and Renovation Design
New Orleans, Louisiana

Kentucky Community and Technical College System*
Controls Upgrades and Statewide CEMCS Integration
Various Locations, Kentucky

*With another firm

CMTA

EXPERIENCE

Mr. Goodin brings 15 years of experience designing and diagnosing building systems to CMTA Energy Solutions. His primary focus at CMTA is leading guaranteed energy savings projects and delivering exceptional facilities that are funded by project savings. At previous firms he managed consulting engineering, commissioning, and energy reduction projects for hospitals, universities, public education, municipal, and commercial institutions.

Mr. Goodin has a deep understanding of building systems and their impact on occupants, maintenance staffs, and budgets. He strives to deliver comprehensive systems that meet all needs of the client, stated and otherwise. While performing building audits, developing building scopes, and implementing energy conservation measures, he focuses on detailed yet straightforward solutions. Mr. Goodin's commissioning and controls experience ensures that his projects are both functional and sustainable.

Most recently, Mr. Goodin has led energy savings projects at two higher education institutions where many scope items were implemented, including multiple complete HVAC renovations, high performance HVAC control strategies, LED lighting strategies, and building envelope improvements.



NICK LEUCK

PE

Audit Team | Mechanical Engineer

EDUCATION

Mr. Leuck graduated with a Bachelor of Science degree in Mechanical Engineering from Tulane University and a Master of Science degree in Mechanical Engineering from George Washington University.

REGISTRATIONS

- Licensed Professional Engineer in the state of Virginia (#0402052856)

RELATED PROJECTS

ESPC Project: $17,639,525; 13 schools
Grand Forks Public Schools
Grand Forks, North Dakota

ESPC Project: $83M Cogeneration CAMBI Plant Installation*
DC Water Blue Plains Advanced Water Treatment Plant
Washington, DC

ESPC Project: $3.8M Landfill Gas to Energy*
Alpha Ridge Landfill
Howard County, MD

ESPC Project: $12M Thermal Cogeneration Installation*
Connectiv Thermal Central Utility Plant
Atlantic City, NJ

Building 410/411, Schriever Airforce Base *
10,000 SF Efficiency and Security Renovations
Colorado Springs, CO

Building 179, Lackland Airforce Base*
40,000 SF Complete Building Renovation
San Antonio, TX

Secure Work Facility, Fort Bragg*
8,000 SF Efficiency and Security Renovations
Fort Bragg, NC

*with another firm

EXPERIENCE

Mr. Leuck brings 14 years of diverse, broad-based experience to CMTA Energy Solutions. He strives to ensure that solutions are implemented through conception, design, construction, and verification. At previous firms, he was heavily involved with energy-savings renovations at buildings on military bases, in Colorado and other states. He also has experience with industry-scale energy savings performance contracts with federal, state, and city governments.

Mr. Leuck has a strong understanding of construction methods and restrictions. He has worked directly with clients of all sizes and levels of government. He understands the benefits of transparency and direct communication to meet the needs of clients. He brings logical and functional solutions to projects. While managing building renovations, he brings a focus of importance to maintaining schedule and quality of workmanship and function.

CMTA



MAYA WONG

EIT

Project Development Engineer

EDUCATION

Ms. Wong received a Bachelor of Science degree in Mechanical Engineering and a Master of Science degree in Mechanical Engineering from Washington University in St. Louis, as well as a Bachelor of Arts degree in Liberal Arts from St. Mary's College of California.

REGISTRATIONS

- Engineer in Training (EIT) in the state of Missouri (#EI-2019047112)

CERTIFICATIONS

- OSHA 10

RELATED PROJECTS

ESPC Project: $369,334
Energize Denver Investment Grade Audit -
City and County of Denver
Denver, Colorado

*ESPC Project
Northwestern R-1 School District
49,000 SF Building Renovation
Mendon, MO

*ESPC Project
Valmeyer Community Unit School District 3
110,000 SF HVAC Renovation
Valmeyer, IL

*Silex R-1 School District
New Building Additions
Silex, MO

*with another firm

EXPERIENCE

Ms. Wong joined CMTA in March of 2024 with a background in mechanical engineering and performance contracting. She holds a Master of Science degree in Mechanical Engineering from Washington University in St. Louis. Prior to joining CMTA, she spent four years working in Missouri and Illinois, specializing in energy savings performance contracts within the K-12 school sector.

CMTA



ANDREW COLLINS

PE

Audit Team | Mechanical Engineer

EDUCATION

Mr. Collins received a Bachelor of Science degree in Mechanical Engineering from Auburn University in 2015.

REGISTRATIONS

- Licensed professional engineer in the state of Kentucky (#38474)

RELATED PROJECTS

ESPC Project: Total - $3,844,275; 151,502 SF
Fairfax County Government Phase 1
Fairfax, Virginia

ESPC Project: Total=$11,527,219; 155,269 SF
Fairfax County Government Phase 2
Fairfax, Virginia

ESPC Project: $15,165,676; 874,000 SF; 10 parks
Kentucky State Parks
Various Locations, Kentucky

ESPC Project: $3,557,522; 500,000 SF
Elizabethtown Community and Technical College
Elizabethtown, Kentucky

ESPC Project: $14,191,257
Greenbrier County Schools
Lewisburg, West Virginia

ESPC Project: $97,283,774
Kanawha County Schools Phase 2
Charleston, West Virginia

ESPC Project: $13,048,520; 370,000 SF
Owensboro Public Schools
Owensboro, Kentucky

ESPC Project: $7,840,145; 678,000 SF; 9 facilities
Greeneville City Schools
Greeneville, Tennessee

EXPERIENCE

Mr. Collins joined CMTA Energy Solutions in January of 2019. Prior to employment with CMTA, he worked as a missionary for four years.

During his time with CMTA, Mr. Collins has worked as an Energy and Applications Engineer on projects that include Owensboro Public Schools and Elizabethtown Community and Technical College, developing HVAC renovations, HVAC controls upgrades, LED lighting upgrades, building envelope improvements, utility rebates, and a solar photovoltaic system. Mr. Collins has also worked on post-project development for the Kentucky State Parks and Sycamore Community Schools, developing measurement and verification reports to verify guaranteed energy savings.

Mr. Collins understands building systems, energy conservations measures, and project financing. As the Project Manager for this project, Mr. Collins will be responsible for energy savings calculations and project scope development and justification.

CMTA



HUNTER REDMOND

EIT, PMP

Audit Team | Mechanical Engineer

EDUCATION

Mr. Redmond received a Bachelor of Science degree in Mechanical Engineering from Auburn University in 2017.

CERTIFICATIONS

- Engineer in Training (EIT) in the state of Tennessee (#35805)
- Project Management Professional (PMP), Project Management Institute

RELATED PROJECTS

ESPC Project: $6,234,450; 785,865 SF; 12 facilities
Oxford Public Schools
Oxford, Mississippi

ESPC Project: $8,014,738
Itawamba Community College
Fulton, Mississippi

ESPC Project: $7,840,145; 678,000 SF; 9 facilities
Greeneville City Schools
Greeneville, Tennessee

ESPC Project: $17,227,615; 10 facilities
Pulaski County Schools
Somerset, Kentucky

ESPC Project: $9,056,655; 421,829 SF; 7 facilities
Hart County Schools
Munfordville, Kentucky

ESPC Project: $6,082,431
Warren County Public Schools Phase 2
Bowling Green, Kentucky

ESPC Project: Total=$1,853,320; 386,568 SF; 7 facilities
Pontotoc City Schools Phases 1 & 2
Pontotoc, Mississippi

Design Build Project: $10,565,305; 240,000 SF
Rutherford County Schools
Murfreesboro, Tennessee

CMTA

EXPERIENCE

Mr. Redmond joined CMTA Energy Solutions in August of 2021.

While in school, Mr. Redmond was a member of a design and build team developing an unmanned ground-resupply vehicle for the Air Force Research Laboratory (AFRL).

He recently completed four years of active duty service as a Marine Corps Artillery Officer, overseeing the planning and operations for multiple units.

Currently, Mr. Redmond has been working on utility data analysis and opportunity assessments for future ESCO projects.



CARSON STEWART

EIT

Auditor | Mechanical Engineer

EDUCATION

Mr. Stewart received a Bachelor of Science degree in Mechanical Engineering in 2017 and a Master of Science degree in Mechanical Engineering in 2018 from the University of Louisville.

RELATED PROJECTS

ESPC Project: $3,311,875
Center Grove Community Schools
Greenwood, Indiana

ESPC Project: $7,658,178; 692,000 SF
Boyd County Public Schools
Ashland, Kentucky

ESPC Project: $7,155,644; 914,000 SF; 12 buildings
Floyd County Schools
Prestonsburg, Kentucky

ESPC Project: $17,639,525; 13 schools
Grand Forks Public Schools
Grand Forks, North Dakota

ESPC Project: $9,143,493
Loudoun County Public Schools Phase 3
Ashburn, Virginia

ESPC Project: $746,655
Loudoun County Public Schools Phase 4
Ashburn, Virginia

ESPC Project: $24,458,911; 13 schools
Loudoun County Public Schools Phase 5
Ashburn, Virginia

ESPC Project: $8,096,731; 203,360 SF
Lexington-Richland School District 5
Irmo, South Carolina

ESPC Project: $2,551,512; 566,076 SF; 7 facilities
Clinton City Schools
Clinton, North Carolina

ESPC Project: $4,336,100; 316,509 square feet
Grant County Schools Phase 2
Petersburg, West Virginia

CMTA

EXPERIENCE

Mr. Stewart joined CMTA Energy Solutions in December of 2019. Prior to employment with CMTA, Mr. Stewart was both an undergraduate and a graduate student at the University of Louisville. There he graduated with a Bachelor of Science degree and Master of Science degree, both in Mechanical Engineering.

Upon graduation from the University of Louisville in 2018, he spent 1.5 years as a reliability engineer with a stainless-steel manufacturer. While there, Mr. Stewart gained broad experience in team collaboration, technical documentation, and project and contractor management.

During his time with CMTA, Mr. Stewart has supported several Energy Savings Performance Contract (ESPC) projects. He has a comprehensive understanding of building systems, energy conservation measures, and project financing. As an Energy Engineer on this project, Mr. Stewart will be responsible for project development, energy savings calculations, and project scope justification.



SARAH WIEGAND

Audit Team | Mechanical Engineer

EDUCATION

Ms. Wiegand graduated with a Bachelor of Science degree in Mechanical Engineering from the University of Dayton in 2022.

ORGANIZATIONS

- Society of Women Engineers (SWE)

RELATED PROJECTS

ESPC Project: $14,191,257
Greenbrier County Schools
Lewisburg, West Virginia

ESPC Project: $19,001,865; 1,093,749 SF; 13 facilities
Pulaski County Schools
Somerset, Kentucky

EXPERIENCE

Ms. Wiegand joined CMTA Energy Solutions in January of 2023. Prior to employment with CMTA, Ms. Wiegand was an undergraduate student at the University of Dayton.

While in school, Ms. Wiegand was an active member in Society of Women Engineers and completed three co-op rotations in the manufacturing industry with GE Appliances. She worked and gained experience in materials, supplier quality engineering, and distribution.

As a Mechanical Engineer, Ms. Wiegand will be responsible for project development, energy savings calculations, and project scope justification.

In her time with CMTA, Ms. Wiegand has assisted in Energy Savings Performance Contract (ESPC) projects benefiting K-12 education facilities. She has completed project tasks in the development and construction phases for a variety of facility types.

CMTA



KONRAD KUTTER

NABCEP, PVIP, PVSI

Solar Program Manager

EDUCATION

Mr. Kutter received a Bachelor of Science in Civil Engineering and German Studies from the University of Kentucky in 2014.

REGISTRATIONS

- Power and Energy Certificate from the Power and Energy Institute of Kentucky
- NABCEP PV Installation Professional PV-1-2117-013866
- NABCEP PV Inspector PVSI-061819-013866
- BPI Building Science Principles
- OSHA 30hr Hazard Recognition Training

ORGANIZATIONS

- North American Board of Energy Practitioners
- Engineers without Borders
- Kentucky Society of Professional Engineers
- Kentucky Solar Industry Association - Board Member

RELATED PROJECTS

ESPC Project: Total=$11,527,219
91 kW rooftop solar PV array for Pender Office Bldg., 100 kW array for 2 fire stations, 326 kW array for a RECenter, 150 kW array for office building, 350.98 kW forI66 Transfer Station
Fairfax County Government Phase 2
Fairfax, Virginia

ESPC Project: Total=$58,267,792
Loudoun County Public Schools Phases 1 - 5, 7
Phase 1: 592.5 kW roof mount solar array
Phase 2: 244 kW DC roof mount solar array
Phase 3: 1,941.23 kW DC roof mount solar arrays across 6 schools
Phase 4: 562.5 kW roof mount solar array
Phase 5: 2,107 kW DC roof mount solar arrays, 4,600 solar PV panels, across 4 facilities
Phase 7: 240.75 kW roof-mounted solar photovoltaic array with 535 modules for 1 school
Ashburn, Virginia

ESPC Project: $14,642,122; 21 facilities
Wood County Schools Phase 1
390 kW roof mount solar array
Parkersburg, West Virginia

EXPERIENCE

Mr. Kutter has a vast knowledge of renewable energy systems within and outside of the United States. He is a certified PV designer, installation professional and inspector who has worked on projects ranging from 5kW to 10MW+.

Mr. Kutter has experience in all facets of a construction project from design, interconnection, and construction to commissioning. He has a thorough knowledge base in utility interconnection, both in net metering and behind the meter interconnections. He also has strong skills in leadership and management, which has led to the success of a variety of projects.

As a project manager, Mr. Kutter will ensure the overall project scope is met by coordinating and working closely with the project team through design, construction and commissioning. He will work effectively with utilities and subcontractors to ensure a successful project. Once the project has been completed, Mr. Kutter has the expertise and certification by the North American Board of Energy Practitioners to inspect all types of photovoltaic systems.

CMTA



LEIF ROSENVALD

PE, LEED AP

Design Team Principal-in-Charge | Electrical Engineer

EDUCATION

Mr. Rosenvald graduated from North Dakota State University with a Bachelor of Science in Electrical Engineering degree.

REGISTRATIONS

- Licensed Professional Engineer in the states of Colorado (#0042212), Arizona (#66709), Oklahoma (#30275) and Montana (#41013)
- LEED (Leadership in Energy and Environmental Design) Accredited Professional

RELATED PROJECTS

One Platte: $120,000,000
New 250,000 SF Office Building, LEED Gold, WELL-certified
Denver, Colorado

National Western Complex Livestock Center: $150,000,000
New 250,000 SF Livestock Hall and Center Auction Hall
Denver, Colorado

Green Valley Ranch Elementary School Chiller Replacement: $500,000
Denver Public Schools
Denver, Colorado

Greenwood Academy Chiller Replacement: $500,000
Denver Public Schools
Denver, Colorado

Ashley School Full MEP System Upgrades: $250,000
Denver Public Schools
Denver, Colorado

Montclair School of Academics and Enrichment
HVAC Upgrades: $5,000,000
Denver Public Schools
Denver, Colorado

KIPP Denver Collegiate High Schools HVAC Upgrades
Denver Public Schools
Denver, Colorado

CMTA

EXPERIENCE

As the lead of CMTA Denver's electrical design group, Leif Rosenvold has over 20 years of experience on a diverse range of project types and scopes. He is successful in working with owners, architects, and contractors thoughout the design and construction phases, guiding projects toward innovative solutions that exceed client expectations. As a LEED-accredited professional with expertise in green building, he is a high-value partner to stakeholders interested in minimizing their projects' impact on the environment.



DAMIAN SMITH

PE, LEED AP BD+C

Design Team Principal-in-Charge | Mechanical Engineer

EDUCATION

Mr. Smith graduated from the University of Texas at Austin with a Bachelor of Science in Mechanical Engineering degree.

REGISTRATIONS

- Licensed Professional Engineer in the states of Colorado (#0039398), Utah (#11395840-2202), Oklahoma (#30276) and Texas (#122515)
- LEED (Leadership in Energy and Environmental Design) Accredited Professional, Building Design and Construction

RELATED PROJECTS

ESPC Project: $11,326,119
Loudoun County Public Schools Phase 7
Ashburn, Virginia

Mission Ballroom: $20,000,000
New 62,000 SF Music and Event Space with 4,000-person capacity and 235-space Parking Garage
Denver, Colorado

Montclair School of Academics and Enrichment
HVAC Upgrades: $5,000,000
Denver Public Schools
Denver, Colorado

Green Valley Ranch Elementary School Chiller Replacement: $500,000
Denver Public Schools
Denver, Colorado

Greenwood Academy Chiller Replacement: $500,000
Denver Public Schools
Denver, Colorado

West High School Gymnasium HVAC Replacement: $300,000
Denver Public Schools
Denver, Colorado

Tomahawk Intermediate School Addition: $131,000
Berkeley County Schools
Hedgesville, West Virginia

CMTA

EXPERIENCE

Damian Smith leads CMTA Denver's mechanical and plumbing design group. His robust foundation in engineering complements his strong communication skills and project management experience, which enable him to work effectively with project team members and stakeholders. His experience spans hospitality/retail, commercial, multifamily, science & technology, civic & government, and research/university settings.



MICHAEL JURICH

PE

Mechanical Design Leader | Mechanical Engineer

EDUCATION

Mr. Jurich graduated from Colorado State University with a Bachelor of Science in Mechanical Engineering degree.

REGISTRATIONS

- Licensed Professional Engineer in the states of Colorado (#0061731) and Utah (#11606963-2202)

RELATED PROJECTS

National Western Complex Livestock Center: $150,000,000
New 250,000 SF Livestock Hall and Center Auction Hall
Denver, Colorado

Populus Hotel: $100,000,000
New 135,000 SF, 13-story Carbon-Positive Hotel with 265 Rooms
Denver, Colorado

Confidential Client: $35,000,000
2 New Mixed-Use Laboratory/Offices - Building 1 has 7,000 square feet of office and amenity and 30,000 square feet of high-bay laboratory space, and Building 2 includes 60,000 square feet of offices and amenities and 52,000 square feet of high-bay laboratory space
Boulder, Colorado

EXPERIENCE

For each project he undertakes, Mr. Jurich brings a depth of knowledge in HVAC systems and options, including water-source heat pumps, VAV, VRF, package constant volume units, and hydronic systems. He understands that every building is unique and based on the client's needs, and that these projects require tailored designs that are based on budget, energy efficiency, and possible future renovations.

CMTA



JESS FARBER

PE, LEED AP, WELL AP

Mechanical Design Lead | Mechanical Engineer

EDUCATION

Mr. Farber earned a Bachelor of Science degree in Mechanical Engineering from the Georgia Institute of Technology in 1993.

REGISTRATIONS

- Licensed Professional Engineer (PE) in 27 states, including Tennessee (#120431) and Georgia (#PE043454)
- LEED (Leadership in Energy and Environmental Design) Accredited Professional
- WELL Accredited Professional
- Member of the American Society of Heating, Refrigerating and Air Conditioning Engineers (ASHRAE)
- Committee Member ASHRAE Advanced Energy Design Guide for Multifamily Buildings Achieving Zero Energy

RELATED PROJECTS

ESPC Project: $28,276,000; 2,543,000 SF; 35 buildings
Berkeley County Schools Phase 1
Martinsburg, West Virginia

ESPC Project: $30,324,085; 2,350,000 SF; 28 buildings
Warren County Public Schools Phase 1
Bowling Green, Kentucky

Lubber Run Community Center & Park:
$46,500,000; 53,165 SF
Arlington, Virginia

The Parklands of Floyds Fork: $50 million; 19 acres
21st Century Parks
Louisville, Kentucky

District 3 Police Headquarters: $14,800,000; 39,600 SF
City of Cincinnati
Cincinnati, Ohio

Yokota Air Base Simulator Facility: $7,900,000; 9,100 SF
Air Force Special Operations Command Osprey Campus
Yokota, Japan

Discovery Elementary School: $32 million; 98,000 SF
Arlington Public Schools, Arlington, Virginia
Zero Energy, LEED Gold

CMTA

EXPERIENCE

Mr. Farber joined CMTA in 1999 and has worked in consulting engineering since graduating from the Georgia Institute of Technology (Georgia Tech). He is a firm Principal and co-leads the Boston office. He has a reputation of providing excellent service to clients and is well respected for his responsiveness to project related issues.

As a leader of CMTA, he works on a daily basis with the senior and junior members of the staff on their development. With a large engineering staff, Mr. Farber coordinates project production requirements as well as quality control. He is a strong proponent of mentoring and places special emphasis on training and developing younger engineers.

Mr. Farber's experience is diverse and includes higher education, health care, K-12, convention centers, courthouses, and other commercial facilities. He is experienced with various sustainable design elements including geothermal systems, heat recovery systems, solar water heating and rainwater collection systems. Mr. Farber led project teams and ensures that smart decisions are made for energy conservation. In all projects assigned, Mr. Farber works closely with team members and project coordinators to ensure all design components come together seamlessly and cohesively.



ADAM MCKITTRICK

EIT

Mechanical Design Lead | Mechanical Engineer

EDUCATION

Mr. McKittrick graduated from the University of Colorado at Boulder with a Bachelor of Science in Architectural Engineering degree and a Master of Science in Architectural Engineering degree.

REGISTRATIONS

- Engineer in Training in the state of Colorado (#0077440)

RELATED PROJECTS

Margaret Brent Elementary School Addition: $600,000,000
Prince George's County Public School
Prince George's County, Maryland

New Fleming County Elementary School: $29,000,000
Fleming County Schools
Fleming, Kentucky

Simons Elementary School Addition: $3,500,000
Fleming County Schools
Fleming, Kentucky

Federal Building Renovation*
Hazard Community & Technical College
Hazard, Kentucky

Science Education Center - LEED Silver*
Student Services Building Renovation & Addition*
Advanced Manufacturing & Information Technology Center Addition*
Site Lighting, Leestown Campus*
Bluegrass Community & Technical College
Lexington, Kentucky

Postsecondary Center for Excellence in Advanced Manufacturing - LEED Gold*
Campus Signage*
Maysville Community & Technical College
Maysville, Kentucky

KCTCS Guaranteed Energy Savings Performance Contract*
Multi-phase, multi-campus renovations/energy upgrades
Three phases of projects completed for 8 colleges with 14 campuses

*With another firm

CMTA

EXPERIENCE

Mr. McKittrick has experience that encompasses a diverse range of facilities, including local government, K-12 and higher education. During his career, he has performed energy modeling and served as a Building Science Engineer on these projects. He has provided energy analysis to inform design decisions and ensure projects can achieve energy goals or Zero Energy status. He has also contributed to many LEED certification efforts, demonstrating how thoughtful design leads to efficient and healthy buildings.



IZAAK ROYBAL

Mechanical Design Lead | Mechanical Engineer

EDUCATION

Mr. Roybal graduated from ITT Technical Institute with a Associate of Science in Computer Drafting and Design degree.

RELATED PROJECTS

Colorado Convention Center Expansion: $220 million, 85,000 SF*
Denver, Colorado

United Airlines Flight Training Center: 76,000 SF*
8 full-flight simulators and 4 additional flight training devices
Denver, Colorado

One Platte*
New 250,000 SF Office Building, LEED Gold, WELL-certified
Denver, Colorado

Scheitler Recreation Center*
Denver Colorado

*With another firm

EXPERIENCE

With decades of experience and a passion for precision, Mr. Roybal oversees BIM standards and ensures the completeness of drawings, as well as adherence to company and client standards. He drafts mechanical and plumbing systems and works closely with technical team members on producing final drawings and completing design tasks. His projects span all property types, from large commercial to civic and K-12.

CMTA



LAUREN LABELLA

PE, LEED AP BD+C

Electrical Design Lead | Electrical Engineer

EDUCATION

Ms. LaBella graduated from the Rensselaer Polytechnic Institute with a Bachelor of Science in Computer Systems and Electrical Engineering degree.

REGISTRATIONS

- Licensed Professional Engineer in the state of Colorado (#0050080)

RELATED PROJECTS

Populus Hotel: $100,000,000
New 135,000 SF, 13-story Carbon-Positive Hotel with 265 Rooms
Denver, Colorado

National Western Equestrian Center Parking Garage: $10,000,000
New 285,000 SF Retail and Underground Parking Project
Denver, Colorado

Outlook Nine Mile Apartments: $12,000,000
New Multi-Building Apartment and Garage Project
Erie, Colorado

One Platte: $120,000,000
New 250,000 SF Office Building, LEED Gold, WELL-certified
Denver, Colorado

EXPERIENCE

Ms. LaBella has worked on a wide array of projects, including convention centers, arenas and stadia, civic/municipal buildings, and complex multi-family projects. She has been with the firm for four years and brings a robust suite of project management and engineering skills to her work, exceling at collaborating with clients and other team members. Lauren has a comprehensive understanding of the life cycle of a project, from conceptual design development to design implementation and construction administration.

CMTA



TONY HANS

PE, RCDD, LEED AP

Electrical Design Leader | Electrical Engineer

EDUCATION

Mr. Hans received both a Master of Engineering Degree and Bachelor of Electrical Engineering Degree from the University of Louisville.

REGISTRATIONS

- Mr. Hans is a Licensed Professional Engineer in 41 states, including Colorado (#0042299)
- Registered Communications Distribution Designer (RCDD)
- LEED (Leadership in Energy and Environmental Design Accredited Professional

PROFESSIONAL ACTIVITIES

- ASHRAE Advanced Energy Design Guideline (AEDG) Committee Member
- Illumination Engineers Society Member
- USGBC Member
- ASHRAE Member
- Board of Directors, Chair at Saint Mary Academy School – 2009-2015

RELATED PROJECTS

Lubber Run Community Center & Park:
$46,500,000; 53,165 SF; Zero Energy Certified, LEED Silver Certified
Arlington, Virginia

District 3 Police Headquarters: $14,800,000; 39,600 SF; LEED Platinum Certified; Zero Energy Certified
Cincinnati, Ohio

Houston Advanced Research Center: $6,500,000; 20,000 SF
The Woodlands, Texas
LEED Platinum, Zero Energy

Thurston Hall Renovation & Addition: $85,000,000; 206,000 SF; LEED Platinum Certified
George Washington University
Washington, DC

Discovery Elementary School: $32 million; 98,000 SF; Zero Energy Certified; LEED Gold Certified
Arlington Public Schools, Arlington, Virginia

CMTA

EXPERIENCE

Mr. Hans joined CMTA's Louisville office as a Project Manager and an Electrical Engineer in 1998. He became a partner in 2003 and a Vice President in 2014.

As Vice President and National Director of Sustainable Projects for CMTA, Tony Hans collaborates with architects and owners to increase sustainability potential for a wide array of projects. He has been involved with over 4 million square feet of Zero Energy projects, including more than a dozen schools, numerous community centers, police station, corporate office headquarters, a Higher Ed Laboratory, Residence Hall and two of CMTA's own office buildings.

Mr. Hans is an expert in the area of daylight harvesting, occupancy/vacancy controls and solar photovoltaic systems. He excels in the areas of Telecommunications Distribution and Lighting Design. He has extensive experience with intricate digital systems, including video conferencing, media retrieval, and telecommunications systems.

As a Zero Energy Specialist, Mr. Hans will facilitate collaborative zero-energy charettes with architects, engineers and building owners to establish project goals. He leads CMTA's signature First 30 process to create a holistic picture of the whole building concept. This process takes good projects and makes them great. Mr. Hans brings over 25 years of electrical engineering and energy efficiency experience to your project.



FORREST FLANAGAN

CPD

Plumbing Lead

EDUCATION

Mr. Flanagan graduated from the Community College of Denver with an Associate of Science in Architectural Drafting degree.

REGISTRATIONS

- Certified in Plumbing Design, American Society of Plumbing Engineers

RELATED PROJECTS

Montclair School of Academics and Enrichment
HVAC Upgrades: $5,000,000
Denver Public Schools
Denver, Colorado

Green Valley Ranch Elementary School Chiller Replacement: $500,000
Denver Public Schools
Denver, Colorado

Greenwood Academy Chiller Replacement: $500,000
Denver Public Schools
Denver, Colorado

West High School Gymnasium HVAC Replacement: $300,000
Denver Public Schools
Denver, Colorado

EXPERIENCE

With more than four decades in the plumbing industry, Forrest has deep knowledge of design, specifications, management, estimating, and value analysis of plumbing systems for all types of commercial, institutional, and industrial projects. He has been a member of the American Society of Plumbing Engineers (ASPE) since 1978 and has served in a variety of leadership positions there. Forrest received his certification in plumbing design by examination from ASPE, the only national testing program of its kind. His detailed approach and vast knowledge are assets to every client and every project.

CMTA



DOUG KEYES

Controls Technician

EDUCATION

Mr. Keyes received certification in Electronics from Kentucky Community and Technical College (KCTCS) in 1995 and certification in HVAC from KCTCS in 1997.

CERTIFICATIONS

- Niagara AX Certified
- Niagara N4 Certified
- Schneider Electric SmartStruxure Certified
- Journeyman HVAC License

RELATED PROJECTS

ESPC Project: Total=$11,527,219
Fairfax County Government Phase 2
Fairfax, Virginia

ESPC Project: Total=$3,844,275; 151,502 SF
Fairfax County Government Phase 1
Fairfax, Virginia

ESPC Project: $1,249,807; 71,661 SF; 4 facilities
Magoffin Fiscal Court
Salyersville, Kentucky

ESPC Project: $5,946,685; 800,000 SF; 2 facilities
Kentucky State Office Buildings Phase 2
Frankfort, Kentucky

ESPC Project: Total=$115,867,693; 1,406,677 SF; 18 buildings
Kanawha County Schools Phases 1 & 2
Charleston, West Virginia

ESPC Project: $1,316,539; 260,000 SF
Maysville Community and Technical College
Maysville, Kentucky

ESPC Project: $9,143,493; 8 schools
Loudoun County Public Schools Phase 3
Ashburn, Virginia

ESPC Project: $24,458,911; 13 schools
Loudoun County Public Schools Phase 5
Ashburn, Virginia

CMTA

EXPERIENCE

Mr. Keyes joined CMTA in September 2019. Prior to employment with CMTA, Mr. Keyes spent 20 years as an HVAC Controls Specialist for other companies that include:

- Comfort Systems USA, Cincinnati, Ohio
- Innovative Energy Solutions, Cincinnati, Ohio
- Comfort Systems USA, Louisville, Kentucky
- MELCO, Louisville, Kentucky



JERRY HAMMOCK

PMP

Construction Manager

EDUCATION

Mr. Hammock holds a Kentucky Master's license in Plumbing and a Kentucky Journeyman's HVAC license. He is also a NITC Certified Medical Gas installer.

CERTIFICATIONS

- Plumbing and HVAC, Somerset Community College, London, Kentucky
- OSHA 10 & OSHA 30 certification
- CPR/ AED / First Aid Certified / Bloodborne
- Pathogens Certified
- PMP Certification
- Project Management Institute (PMI) member
- American Society of Plumbing Engineers (ASPE) member

RELATED PROJECTS

ESPC Project: $24,752,274
Kentucky Transportation Cabinet Lighting Upgrade
Various Locations, Kentucky

ESPC Project: $30,324,085; 2,350,000 SF; 28 buildings
Warren County Public Schools Phase 1
Bowling Green, Kentucky

ESPC Project: $9,690,000; 350,000 SF; 8 facilities
Leslie County Schools
Hyden, Kentucky

ESPC Project: $17,227,615; 10 facilities
Pulaski County Schools
Somerset, Kentucky

ESPC Project: Total=$7,502,200
Johnson County Schools Phases 1 & 2
Paintsville, Kentucky

ESPC Project: $4,240,917
Daviess County Schools
Owensboro, Kentucky

CMTA

EXPERIENCE

Mr. Hammock has over 18 years of experience in large-scale construction, including healthcare and industrial fields. He has worked for mechanical companies in roles such as superintendent and construction management.



TROY SCHOENBAECHLER

CSP

Safety Director

EDUCATION

Mr. Schoenbaechler received a Bachelor of Science degree in Business Administration from the University of Louisville in Louisville, Kentucky in 1992.

CERTIFICATIONS

- Certified Safety Professional from the Board of Certified Safety Professionals (BCSP)
- OSHA Authorized Construction Trainer (#16-0105459)

RELATED PROJECTS

ESPC Project: Total=$$11,527,219; 53,269 SF
Fairfax County Government Phase 2
Fairfax, Virginia

ESPC Project: Total=$3,844,275; 151,502 SF
Fairfax County Government Phase 1
Fairfax, Virginia

ESPC Project: $1,249,807; 71,661 SF
Magoffin County Fiscal Court
Salyersville, Kentucky

ESPC Project: $5,946,685; 800,000 SF
Kentucky State Office Buildings Phase 2
Frankfort, Kentucky

ESPC Project: $15,681,044; 1,700,000 SF
Kentucky Exposition Center Phase 2
Louisville, Kentucky

ESPC Project: $6,018,141; 700,000 SF; 18 facilities
West Liberty University
West Liberty, West Virginia

ESPC Project: $16,326,461; 1,000,000 SF
Kentucky State University
Frankfort, Kentucky

ESPC Project: $3,625,748; 597,652 SF
Somerset Community College
Somerset, Kentucky

CMTA

EXPERIENCE

Mr. Schoenbaechler joined CMTA Energy Solutions in 2017. Prior to employment with CMTA, Mr. Schoenbaechler was the Safety Coordinator with ISCO Industries in Louisville, Kentucky for 21 years. He has extensive knowledge in the areas of OSHA, MSHA, EPA, and DOT regulations.

As the Certified Safety Professional for CMTA Energy Solutions, Mr. Schoenbaechler maintains its safety program. This highly respected certification is awarded by the Board of Certified Safety Professionals to individuals who meet eligibility criteria and experience in the safety, health, and environmental (SH&E) discipline, and have passed an examination. Since safety issues steadily become more complex, a CSP must recertify every 5 years to maintain their credentials. Mr. Schoenbaechler has been a Certified Safety Professional (Certification number: CSP-31954) since October of 2016.

The safety program led by Mr. Schoenbaechler covers both CMTA's employees and any of their subcontractors. The following activities are incorporated as part of the safety program:

- Contractor screening in regards to their safety record and compliance with CMTA's safety program before ever stepping foot on site
- Site safety audits before and during construction
- Daily safety program implemented by onsite construction managers (Toolbox Talks)

Mr. Schoenbaechler has helped build this program from the ground up, supporting the project management team and field personnel.



TYLER STONE

CLMC, CLEP

Lighting Program Manager

EDUCATION

Mr. Stone received a Bachelor of Organizational Communications degree with a Minor in Business from the University of Kentucky in 2013.

CERTIFICATIONS

- NALMCO Certified Lighting Management Consultant (CLMC)
- AEE Certified Lighting Efficiency Professional (CLEP)
- Illuminating Engineering Society Member (IES)

RELATED PROJECTS

ESPC Project: $12,564,044; 1,700,000 SF
Kentucky Exposition Center Phase 2
Louisville, Kentucky

ESPC Project: $877,530; 152,700 SF
Kentucky State Office Buildings
Frankfort, Kentucky

ESPC Project: $30,043,376; 400,000 SF
Muhammad Ali International Airport
Louisville, Kentucky

ESPC Project: $16,326,461; 1 million SF
Kentucky State University
Frankfort, Kentucky

ESPC Project: Total=$17,962,868; 2,200,000 SF
Wood County Schools Phases 1 & 2
Parkersburg, West Virginia

ESPC Project: $6,595,280; 728,500 SF
Shepherd University
Shepherdstown, West Virginia

ESPC Project: Total=$7,779,056
Grant County Schools Phases 1 - 3
Petersburg, West Virginia

ESPC Project: $9,690,000; 350,000 SF; 8 facilities
Leslie County Schools
Hyden, Kentucky

CMTA

EXPERIENCE

Mr. Stone is a highly experienced professional with a decade-long track record in lighting specifications, product management, and project management across various sectors, including industrial, commercial, educational, and exterior applications.

Currently serving as the Lighting Team Lead for CMTA Energy Solutions, Mr. Stone demonstrates exceptional leadership skills by overseeing all active lighting projects, as well as potential projects in the marketing and assessment phases. In this role, he provides comprehensive supervision of design and specification processes, manages bidding and procurement activities, and ensures effective construction oversight.

Before joining CMTA, Mr. Stone held the position of Product Manager, where he successfully devised and executed the strategy, roadmap, and feature definition for his company's lighting product line. He also contributed to a dedicated research and development group focused on developing a 3 to 5 year product plan encompassing emerging technologies.

Mr. Stone possesses a strong background in establishing and managing OEM relationships to drive product development and procurement initiatives. As part of these efforts, he spearheaded the development and coordination of a multiple listing process, enabling his company to re-brand products in compliance with UL guidelines.

With extensive expertise in onsite lighting assessments for large-scale projects, Mr. Stone has demonstrated his ability to coordinate installation teams, site survey specialists, and product applications groups to deliver turnkey lighting proposals. Additionally, he has managed, researched, and administered utility rebate programs tailored to specific lighting projects.



JARRAD VOWELS

HVAC Service Leader

EDUCATION

Mr. Vowels received a HVAC degree from Kentucky Community and Technical College in Elizabethtown, Kentucky in 2005.

CERTIFICATIONS

- Trane certifications - centrifugal chiller, water source heat pump, Intellipac operation and service
- Multistack certification - multistack modular water cooled chillers, heat pumps, and dedicated heat recovery units operation and service
- Innovent Certifications - Innovent water and air cooled dedicated outdoor air units operation and service
- Mitsubishi VRV Certifications - Mitsubishi variable refrigerant volume installation, operation, and service

RELATED PROJECTS

ESPC Project: $15,165,676; 874,000 SF; 10 parks
Kentucky State Department of Parks
Various Locations, Kentucky

ESPC Project: Total=$115,867,693; 1,406,677 SF; 18 buildings
Kanawha County Schools Phases 1 & 2
Charleston, West Virginia

ESPC Project: $21,965,490; 6 facilities
Loudoun County Public Schools Phase 2
Ashburn, Virginia

ESPC Project: $9,056,655; 421,829 SF; 7 facilities
Hart County Schools
Munfordville, Kentucky

ESPC Project: $9,690,000; 350,000 SF; 8 facilities
Leslie County Schools
Hyden, Kentucky

ESPC Project: $6,348,474; 352,053 SF; 7 facilities
Edmonson County Schools
Brownsville, Kentucky

ESPC Project: $8,096,731; 203,360 SF
Lexington-Richland School District 5
Irmo, South Carolina

CMTA

EXPERIENCE

Mr. Vowels joined CMTA Energy Solutions in June of 2016. Prior to employment with CMTA, Mr. Vowels was a service account manager with Harshaw Trane in Louisville, Kentucky.

During his time with CMTA, Mr. Vowels has worked on several energy savings performance contract (ESPC) projects. Mr. Vowels worked as Technical Service Leader for the Morgan County Schools ESPC project. This project had a construction cost of $4.8 million and included full HVAC renovations, LED lighting upgrades, DDC controls, plumbing upgrades, and building envelope improvements. Additionally, Mr. Vowels has worked in the role of Technical Service Leader on the ESPC project at McCreary County Schools and on the Kentucky State Parks ESPC project.

Mr. Vowels has participated in all construction phases of ESPC projects, supporting the project management team and clients during the installation, start-up, and warranty phases of the projects.



DARRELL PITTMAN

CEM

Controls Service Leader

EDUCATION

Mr. Pittman received a Bachelor of Applied Science degree in HVAC Engineering from Ferris State University. He also received an Associate of Applied Science degree in Electronics Technology from Cisco Junior College. He studied Electrical Technology at Kentucky Vo-Tech and Facilities Technology at Community College of the Air Force.

CERTIFICATIONS

- Certified Energy Manager
- Tridium Niagara N4
- Tridium AX
- Universal ESCO EPA
- Journeyman HVAC, KY
- Distech
- Tracer Ensemble Installation
- Tracer Summit

RELATED PROJECTS

ESPC Project: $5,946,685; 800,000 SF
Kentucky State Office Buildings Phase 2
Frankfort, Kentucky

ESPC Project: $115,867,693; 1,406,677 SF; 18 buildings
Kanawha County Schools Phases 1 & 2
Charleston, West Virginia

ESPC Project: $9,143,493
Loudoun County Public Schools Phase 3
Ashburn, Virginia

ESPC Project: $3,557,522; 500,000 SF
Elizabethtown Community & Technical College
Elizabethtown, Kentucky

ESPC Project: $7,840,145; 678,000 SF; 9 facilities
Greeneville City Schools
Greeneville, Tennessee

ESPC Project: $3,625,748; 597,652 SF
Somerset Community College
Somerset, Kentucky

ESPC Project: $5,230,000
Berkeley County Schools Phase 2
Martinsburg, West Virginia

CMTA

EXPERIENCE

Mr. Pittman joined CMTA Energy Solutions in 2018. Prior to employment with CMTA, Mr. Pittman was a Project Engineer with Harshaw Trane in Louisville, Kentucky. During his time with Trane, Mr. Pittman was a key team leader and “center of excellence” for complex building automation control projects, with a focus on third-party system integration.

Mr. Pittman led the Niagara/AX/N4 standards development team in the standardization of equipment templates for field use to improve consistency. He was the key integrations leader for various third-party migrations into Trane or Tridium platforms. He worked directly with Intelligent Services to design and implement energy conservation measures for building optimization (emphasis on K-12 and healthcare). Prior to working with Trane, Mr. Pittman worked in the electrical construction industry for nine years and spent four years in the USAF as a facilities technician specializing in building automation.

Mr. Pittman brings twelve years of JCI integration experience and over thirty years of experience in the building optimization and construction industry to CMTA.



ROGER MAYBRIER

PE, CXT

Commissioniing

EDUCATION

Mr. Maybrier received a Bachelor of Science degree in Mechanical Engineering from the University of Kentucky in 2013.

REGISTRATIONS

- Licensed Professional Engineer in Kentucky (#34077) and North Carolina (#052794)
- CxT – AABC Commissioning Group

ORGANIZATIONS

- ACG – AABC Commissioning Group

RELATED PROJECTS

ESPC Project: $5,946,685; 800,000 SF; 2 facilities
Kentucky State Office Buildings Phase 2
Frankfort, Kentucky

ESPC Project: $2,551,512; 566,076 SF; 7 facilities
Clinton City Schools
Clinton, North Carolina

ESPC Project: $8,485,000; 600,000 SF
Jasper County Schools
Ridgeland, South Carolina

ESPC Project: $4,947,459; 1.6 million SF; 16 facilities
Kenton County Schools
Fort Wright, Kentucky

ESPC Project: $3,978,418; 1,714,667 SF
Hazleton Area Schools
Hazle Township, PA

ESPC Project: $19,001,865; 1,093,749 SF; 13 facilities
Pulaski County Schools
Somerset, Kentucky

ESPC Project: $1,370,000; 226,000 SF; 4 buildings
Middlesboro Independent Schools
Middlesboro, Kentucky

EXPERIENCE

Mr. Maybrier joined the CMTA Energy Solutions team in May of 2016. He has served as Mechanical Engineer and Project Manager for both new construction and existing building retrofit MEP design projects.

Mr. Maybrier has participated in all phases of projects from concept through construction to warranty in a variety of sectors, including education, healthcare, and manufacturing, during the course of his career.

He has a thorough understanding of building systems with a focus on quality of installation and system performance. He is recognized by building owners and operators as a trusted resource for MEP systems and controls.

CMTA



MATT BRANHAM

PE, CXA, EMP

Commissioniing

EDUCATION

Mr. Branham received a Bachelor of Science degree in Mechanical Engineering degree from the University of Kentucky in 2003.

REGISTRATIONS

- Licensed Professional Engineer in the state of Kentucky (#25708)
- CxA – AABC Commissioning Group
- Energy Management Professional (EMP) - Energy Management Association

ORGANIZATIONS

- ASHRAE – American Society of Heating/ Refrigeration/Air Conditioning Engineers
- EMA –Energy Management Association
- ACG – AABC Commissioning Group
- NSPE/KSPE – National/Kentucky Society of Professional Engineers

RELATED PROJECTS

ESPC Project: $15,681,044
Kentucky Exposition Center Phases 1 & 2
Louisville, Kentucky

ESPC Project: $115,867,693; 1,406,677 SF; 18 buildings
Kanawha County Schools Phases 1 & 2
Charleston, West Virginia

ESPC Project: $7,752,835; 850,000 SF
Jefferson Community & Technical College
Louisville, Kentucky

ESPC Project: $3,625,748; 597,652 SF
Somerset Community College
Somerset, Kentucky

ESPC Project: $3,557,522; 500,000 SF
Elizabethtown Community & Technical College
Elizabethtown, Kentucky

ESPC Project: $2,303,887; 381,235 SF
Southcentral Kentucky Community & Technical College
Bowling Green, Kentucky

CMTA

EXPERIENCE

Mr. Branham joined the CMTA Energy Solutions team in November of 2014. Prior to employment with CMTA Energy Solutions, Mr. Branham was employed by an engineering firm where he served as a senior mechanical engineer and project manager for both new construction and existing building commissioning projects, as well as MEP design projects.

Mr. Branham has participated in all phases of projects, from concept through construction to warranty, in a variety of sectors that include education, healthcare, and manufacturing during the course of his career.

Mr. Branham has a thorough understanding of building systems with a focus on quality of installation and system performance. Mr. Branham is recognized by building owners and operators as a trusted resource on MEP systems and controls.



ROSS SCHOENBAECHLER

Measurement & Verification

EDUCATION

Mr. Schoenbaechler received a Bachelor of Science degree in Business Finance from Indiana University Southeast. He also received a Post Baccalaureate degree in Accounting in 2014.

RELATED PROJECTS

ESPC Project: Total=$3,844,275; 151,502 SF
Fairfax County Government Phase 1
Fairfax, Virginia

ESPC Project: $15,681,044; 1,700,000 SF
Kentucky Exposition Center Phase 2
Louisville, Kentucky

ESPC Project: $5,946,685; 800,000 SF
Kentucky State Office Buildings Phase 2
Frankfort, Kentucky

ESPC Project: $1,249,807; 71,661 SF
Magoffin County Fiscal Court
Salyersville, Kentucky

ESPC Project: $24,752,274
Kentucky Transportation Cabinet Lighting Upgrade
Various Locations, Kentucky

ESPC Project: $6,018,141; 700,000 SF; 18 facilities
West Liberty University
West Liberty, West Virginia

ESPC Project: $115,867,693; 1,406,677 SF; 18 buildings
Kanawha County Schools Phases 1 & 2
Charleston, West Virginia

ESPC Project: $6,595,280; 728,500 SF; 28 facilities
Shepherd University
Shepherdstown, West Virginia

ESPC Project: $16,326,461; 1,000,000 SF
Kentucky State University
Frankfort, Kentucky

ESPC Project: $13,048,520; 12 facilities
Owensboro Public Schools
Owensboro, Kentucky

CMTA

EXPERIENCE

Mr. Schoenbaechler has over 15 years of experience in accounting at several different companies.

At Norton Healthcare, he was in charge of all electronic payments from major payees such as Anthem and United Healthcare. He was also in charge of patient account money applications for Audubon Hospital.

At Isco Industries, Inc., Mr. Schoenbaechler was in charge of daily billing for all customers. He also did bank reconciliation for this $250-million-dollar company on a daily basis and posted the journal entries that supported the daily activities to General Ledger accounts.

Mr. Schoenbaechler has been providing Measurement and Verification services for CMTA since 2014. For these projects that have involved several counties in Kentucky, Mr. Schoenbaechler has verified almost $10 million dollars in savings that those customers have been able to use to pay for new buildings and accessories. He also has verified over $10 million dollars in utility audit services for the customers of CMTA Energy Solutions.

Mr. Schoenbaechler works with the project team to achieve project goals. He will also verify that goals have been met after the project has been completed.



DAVID SPURRIER

Measurement & Verification

EDUCATION

Mr. Spurrier received a Bachelor of Science degree in Engineering Science from the J.B. Speed School of Engineering at the University of Louisville in 2004.

ORGANIZATIONS

AEE – Association of Energy Engineers

RELATED PROJECTS

ESPC Project: Total=$11,527,219; 155,269 SF
Fairfax County Government Phase 2
Fairfax, Virginia

ESPC Project: $24,752,274
Kentucky Transportation Cabinet Lighting Upgrade
Various Locations, Kentucky

ESPC Project: $12,564,044; 1.7 million SF
Kentucky Exposition Center Phase 2
Louisville, Kentucky

ESPC Project: $6,595,280; 728,500 SF; 28 facilities
Shepherd University
Shepherdstown, West Virginia

ESPC Project: $9,690,000; 350,000 SF; 8 facilities
Leslie County Schools
Hyden, Kentucky

ESPC Project: Total=$17,736,188
Wood County Schools Phases 1 & 2
Parkersburg, West Virginia

ESPC Project: $5,230,000
Berkeley County Schools Phase 2
Martinsburg, West Virginia

ESPC Project: $4,080,200; 1,054,818 SF; 12 schools
Sycamore Community Schools
Cincinnati, Ohio

ESPC Project: $2,303,887; 381,235 SF
Southcentral Kentucky Community & Technical College
Bowling Green, Kentucky

CMTA

EXPERIENCE

Mr. Spurrier has 17 years of experience in guaranteed energy savings performance contracting. He has been involved with over sixty projects with an overall project value exceeding $200 Million. Mr. Spurrier provides services for a multi-state region, including Kentucky, Tennessee, Alabama, Mississippi, Indiana, Ohio, Illinois, and West Virginia. Projects include multiple vertical markets, such as K-12, higher education, all levels of local government, hospitals, and federal public housing authorities. Mr. Spurrier is well versed in all aspects of implementing successful energy savings projects and navigating the complexities in evaluating the results and communicating them to all stakeholders.



TREVOR HOFF

EIT

Daily Energy Management

EDUCATION

Mr. Hoff holds a Master of Science degree and a Bachelor of Science degree in Mechanical Engineering, both from the University of Louisville.

REGISTRATIONS

- Engineer in Training (EIT) in the state of Kentucky (#16036)

RELATED PROJECTS

ESPC Project: Total=$3,844,275; 151,502 SF
Fairfax County Government Phase 1
Fairfax, Virginia

ESPC Project: $115,867,693; 1,406,677 SF; 18 buildings
Kanawha County Schools Phases 1 & 2
Charleston, West Virginia

ESPC Project: $6,595,280; 728,500 SF
Shepherd University
Shepherdstown, West Virginia

ESPC Project: $21,965,490; 6 facilities
Loudoun County Public Schools Phase 2
Ashburn, Virginia

ESPC Project: $962,408; 194,115 SF; 7 buildings
Hopkinsville Community College
Hopkinsville, Kentucky

ESPC Project: $6,462,867; 49,800 square feet
Prince William County Public Schools Phase 1
Manassas, Virginia

ESPC Project: Total=$17,736,188
Wood County Schools Phases 1 & 2
Parkersburg, West Virginia

ESPC Project: $13,048,520; 12 facilities
Owensboro Public Schools
Owensboro, Kentucky

ESPC Project: $9,143,493
Loudoun County Public Schools Phase 3
Ashburn, Virginia

CMTA

EXPERIENCE

Mr. Hoff joined CMTA in 2020. Prior to employment with CMTA, Mr. Hoff was an undergraduate student at the University of Louisville, where he graduated with the highest academic standing in his class in the Mechanical Engineering Department.

As an undergraduate, Mr. Hoff worked for one year in Research and Design, gaining experience in 3D component and system design, rapid prototyping and testing, failure analysis, team collaboration, and project management. He also worked as an undergraduate researcher for the University of Louisville and gained extensive knowledge of additive manufacturing processes and data analysis.

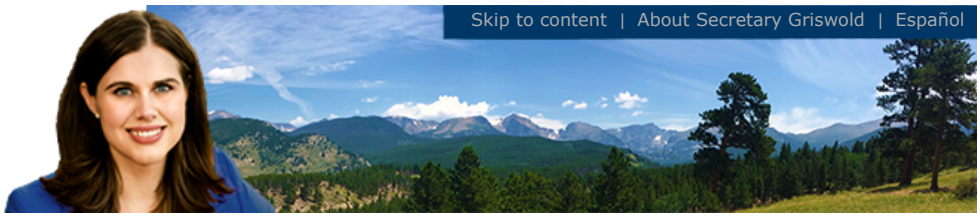
As an Energy Engineer on this project Mr. Hoff will be responsible for energy savings calculations and project scope justification.

Additional Information for Agreement

Certificate of Good Standing

PERA Questionnaire – To be added prior to agreement signature

Insurance Certificate(s) - To be added prior to agreement signature



For this Record...

Filing history and documents

Trade names

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FAQs, Glossary and Information

Summary

Details			
Name	CMTA Engineering		
True name	CMTA, Inc.		
Status	Good Standing	**Formation date**	10/21/2022
ID number	20228022860	**Form**	Foreign Corporation
Periodic report month	October	**Jurisdiction**	Kentucky
Principal office street address	1601 Las Plumas Ave, San Jose, CA 95133, US		
Principal office mailing address	1601 Las Plumas Ave, San Jose, CA 95133, US		

Registered Agent	
Name	Corporation Service Company
Street address	1900 W Littleton Blvd, Littleton, CO 80120, US
Mailing address	1900 W Littleton Blvd, Littleton, CO 80120, US

Filing history and documents

Trade names

Get a certificate of good standing

Get certified copies of documents

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Subscribe to text notification

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Back

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

CMTA, Inc.

is an entity formed or registered under the law of Kentucky, 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 20228022860 and has provided the assumed entity name for use in Colorado

CMTA Engineering

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 09/30/2024 that have been posted, and by documents delivered to this office electronically through 10/02/2024 @ 07:22:16 .

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 10/02/2024 @ 07:22:16 in accordance with applicable law. This certificate is assigned Confirmation Number 16437682 .

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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City Clerk's Office Item # M6

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: October 15, 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 $100,000.00 TO ROCKIES ENVIRONMENTAL AND DEMOLITION SERVICES, FOR PROJECT NO. 24-053, ABATE AND DEMOLISH - 519 WEST 11TH STREET (CDBG), SETTING FORTH $12,500.00 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

SUMMARY:

Attached is a Resolution awarding a Construction Contract to Rockies Environmental and Demolition Services, for Project No. 24-053, Abate and Demolish - 519 West 11th Street (CDBG).

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

In general, this project will consist of the abatement and demolition of 519 West 11th Street. The Resolution awards the Construction Contract to Rockies Environmental and Demolition Services.

FINANCIAL IMPLICATIONS:

Funding for the demolition, in the amount of $75,000.00 will be paid from Project Account CD2211 - Abatement of Dangerous Buildings.

Funding for the remainder of the demolition and contingencies, in the amount of $37,500.00 will be paid from Project Account CD1911, Demolition Program.

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BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Denial of this resolution will cancel the project.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 24-053 Bid Summary

Docusign Envelope ID: ECD5E34E-CC87-49FB-BF59-4EED42790744

RESOLUTION NO. 15782

A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF $100,000.00 TO ROCKIES ENVIRONMENTAL AND DEMOLITION SERVICES, FOR PROJECT NO. 24-053, ABATE AND DEMOLISH - 519 WEST 11TH STREET (CDBG), SETTING FORTH $12,500.00 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

WHEREAS, bids for Project No. 24-053 - Abate and Demolish - 519 West 11th Street (CDBG) have been received and examined; AND,

WHEREAS, the proposal of Rockies Environmental and Demolition Services, was the lowest of those bids determined to be responsive; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The City Council authorizes Project No. 24-053, Abate and Demolish - 519 West 11th Street (CDBG) to be performed, and the contract for said project is hereby awarded to Rockies Environmental and Demolition Services, in the amount of $100,000.00.

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 the same.

SECTION 3.

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

Contingencies and Additional Work…….$12,500.00

SECTION 4.

Funds for demolition for Project No. 24-053, in the amount of $75,000.00 shall be from Project Account CD2211 - Abatement of Dangerous Buildings.

SECTION 5.

Funds for the remaining demolition and contingencies for Project No. 24-053, in the amount of $37,500.00 shall be paid from project account CD1911 - Demolition Program.

Docusign Envelope ID: ECD5E34E-CC87-49FB-BF59-4EED42790744

SECTION 6.

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

SECTION 7.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: October 15, 2024

BY: Roger Gomez
MEMBER OF CITY COUNCIL

APPROVED: DocuSigned by: Mark Aliff B7A4F51823AB462...
PRESIDENT OF CITY COUNCIL

ATTESTED BY: Signed by: 330F99D300E24F8...
DEPUTY CITY CLERK

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

EVALUATION TABULATION

IFB No. 24-053 (CD2211)

Abate and Demolish - 519 West 11th Street (CDBG)

RESPONSE DEADLINE: September 11, 2024 at 10:30 am
Report Generated: Wednesday, October 2, 2024

VENDOR TOTALS

Vendor	Total
Rockies Environmental and Demolition Services	$100,000.00
Impact industrial Services	$144,743.00
All Pro Environmental Services LLC	$149,000.00
Orion Environmental Inc	$155,000.00
JKS Industries LLC	$328,841.84

TABLE 1

					All Pro Environmental Services LLC		Impact industrial Services		JKS Industries LLC		Orion Environmental Inc		Rockies Environmental and Demolition Services	
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	Abate of Asbestos Containing Materials	1	LS	$129,000.00	$129,000.00	$91,788.00	$91,788.00	$205,000.00	$205,000.00	$102,500.00	$102,500.00	$45,000.00	$45,000.00
X	2	Demolition of Structures	1	LS	$15,000.00	$15,000.00	$43,455.00	$43,455.00	$92,000.00	$92,000.00	$40,000.00	$40,000.00	$45,000.00	$45,000.00
X	3	Traffic Control	1	LS	$3,500.00	$3,500.00	$3,500.00	$3,500.00	$12,500.00	$12,500.00	$3,500.00	$3,500.00	$5,000.00	$5,000.00
X	4	Mobilization	1	LS	$1,500.00	$1,500.00	$6,000.00	$6,000.00	$19,341.84	$19,341.84	$9,000.00	$9,000.00	$5,000.00	$5,000.00
Total						$149,000.00		$144,743.00		$328,841.84		$155,000.00		$100,000.00

VENDOR QUESTIONNAIRE PASS/FAIL

Question Title	All Pro Environmental Services LLC	Impact industrial Services	JKS Industries LLC	Orion Environmental Inc	Rockies Environmental and Demolition Services
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
AFFIRMATIVE ACTION PLAN REQUIREMENT:	Pass	Pass	Pass	Pass	Pass
PERFORMANCE OF WORK REQUIREMENT:	Pass	Pass	Pass	Pass	Pass
INSURANCE REQUIREMENTS	Pass	Pass	Pass	Pass	Pass
COLORADO LABOR REQUIREMENT:	Pass	Pass	Pass	Pass	Pass
CERTIFICATION OF NONSEGREGATED FACILITIES	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

Question Title	All Pro Environmental Services LLC	Impact industrial Services	JKS Industries LLC	Orion Environmental Inc	Rockies Environmental and Demolition Services
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
Section 3 Forms					
Section 3 Form S3a Section 3 Compliance	Pass	Pass	Pass	Pass	Pass
Section 3 Form S3e Business Certification	Pass	Pass	Pass	Pass	Pass

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Background Paper for Proposed Action Item

COUNCIL MEETING DATE: October 15, 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 AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF $69,391.90 TO FRPHI ECS & LANDSCAPING AND SETTING FORTH $13,878.00 FOR CONTINGENCIES AND ADDITIONAL WORK FOR PROJECT NO. 24-111 (WWAN04) WASTEWATER RECLAMATION FACILITY SAND BED REHABILITATION PROJECT AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE THE SAME.

SUMMARY:

Attached is a Resolution awarding a construction contract to FRPHI ECS & Landscaping for Project No. 24-111 (WWAN04) Wastewater Reclamation Facility Sand Bed Rehabilitation Project. The project will rehabilitate two existing sand beds, install a water line for washing the trucks and place asphalt for access to the sand beds from existing asphalt surface.

PREVIOUS COUNCIL ACTION:

None

BACKGROUND:

Sand beds located on the western portion of the Wastewater Reclamation Facility need to be rehabilitated to allow sand waste and other pollutants from Stormwater Collection Vactor trucks and sand haulers to dry thoroughly via evaporation. Currently, these vehicles dump in a location where drainage from vehicles will not evaporate efficiently which is creating unsightly and unhealthy ponds.

The cost breakdown for the project is as follows:

	Description	Sewer Related	Surface Related	Council District
1	Sand Bed	$29,506.85	$39,885.05	2

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Rehabilitation Project %	43%	57%

The total cost of the project is estimated at $69,391.90, including contingencies

FINANCIAL IMPLICATIONS:

The cost of the construction project was bid at $69,391.90 with contingencies of $13,878.00. Funds are available from the Sewer User Funds and have been budgeted and appropriated to Project No. 24-111 (WWAN04).

BOARD/COMMISSION RECOMMENDATION:

Not applicable`

STAKEHOLDER PROCESS:

None

ALTERNATIVES:

Alternative No. 1 - No Action
If no rehabilitation is performed on the sand bed drain system, sand waste and other pollutants from Stormwater Collection Vactor trucks and sand haulers would continue to pond and not evaporate efficiently.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 10-15-24 24-111 Wastewater Reclamation Facility Sand Bed Rehabilitation Project Attachment

Docusign Envelope ID: ECD5E34E-CC87-49FB-BF59-4EED42790744

RESOLUTION NO. 15783

A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF $69,391.90 TO FRPHI ECS & LANDSCAPING AND SETTING FORTH $13,878.00 FOR CONTINGENCIES AND ADDITIONAL WORK FOR PROJECT NO. 24-111 (WWAN04) WASTEWATER RECLAMATION FACILITY SAND BED REHABILITATION PROJECT AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE THE SAME

WHEREAS, only one bid for Project No. 24-111 (WWAN04) Wastewater Reclamation Facility Sand Bed Rehabilitation Project has been received and examined; and

WHEREAS, the proposal of FRPHI ECS & Landscaping of Pueblo, Colorado was the only bid determined to be responsible, and the Committee of Awards recommends to the City Council that it authorize PROJECT NO. 24-111 (WWAN04) to be performed; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

City Council authorizes Project No. 24-111 (WWAN04) Wastewater Reclamation Facility Sand Bed Rehabilitation Project to be performed, and the contract for said project is hereby awarded to FRPHI ECS & Landscaping, in the amount of $69,391.90.

SECTION 2.

Funds for Project 24-111 (WWAN04) shall be from the Sewer User Funds.

SECTION 3.

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

SECTION 4.

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…….$13,878

SECTION 5.

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.

Docusign Envelope ID: ECD5E34E-CC87-49FB-BF59-4EED42790744

SECTION 6.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: October 15, 2024

BY: Roger Gomez
MEMBER OF CITY COUNCIL

APPROVED: DocuSigned by: Mark Cliff B7A4F51623AB462...
PRESIDENT OF CITY COUNCIL

ATTESTED BY: Signed by: 330F90D300E24F8...
DEPUTY CITY CLERK

FY2024 WASTEWATER RECLAMATION FACILITY SAND BED REHABILITATION PROJECT

CITY OF PUEBLO, COLORADO

PROJECT NO. 24-111 (WWAN04)



NO.	REVISIONS	BY	DATE	APPROVAL

WASTEWATER DEPARTMENT
ENGINEERING DIVISION
1300 S. QUEENS AVE. PUEBLO, CO 81001
(719) 553-2898 PHONE
(719) 553-2957 FAX

SCALE (H): 1" = N/A
SCALE (V): 1" = N/A
DESIGNED BY: M.T.
CHECKED BY: S.M.
APPROVED BY: S.M.
AUGUST 23, 2024

PROJECT #24-111 (WWAN04)
WASTEWATER RECLAMATION FACILITY
SAND BED REBABILITATION PROJECT
LOCATION MAP

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

EVALUATION TABULATION

IFB No. 24-111 (WWAN04)

WASTEWATER RECLAMATION FACILITY SAND BED REHABILITATION PROJECT

RESPONSE DEADLINE: September 19, 2024 at 10:00 am
Report Generated: Thursday, September 19, 2024

VENDOR TOTALS

Vendor	Total
FRPHI ECS & Landscaping	$69,391.90

TABLE 1

Selected	Line Item	Description	Quantity	Unit of Measure	FRPHI ECS & Landscaping	
					Unit Cost	Total
X	1	Install 8'' Valve	1	EA	$3,400.00	$3,400.00
X	2	Install Yard Hydrant	1	EA	$2,750.00	$2,750.00
X	3	Place Concrete for Curb Construction	24	CY	$478.00	$11,472.00
X	4	Place 7'' Reinforced Concrete	340	SF	$13.80	$4,692.00
X	5	Place Class 6 Base Course Material	82	TN	$87.40	$7,166.80
X	6	Place 6'' Asphalt	61	TN	$235.75	$14,380.75
X	7	Install 2'' Schedule 80 PVC Water Line	909	LF	$18.25	$16,589.25
X	8	Place Flow-Fill	16	CY	$227.50	$3,640.00
X	9	Place 4'' Concrete for Hydrant Platform	210	SF	$10.35	$2,173.50
X	10	Install 4'' Diameter Schedule 40 Steel Bollards	32	LF	$36.80	$1,177.60
X	11	Mobilization	1	LS	$1,950.00	$1,950.00
Total						$69,391.90

VENDOR QUESTIONNAIRE PASS/FAIL

Question Title	FRPHI ECS & Landscaping
BID GUARANTEE	Pass
CONFIRMATION OF UNDERSTANDING AND OFFER	Pass
NAME, TITLE, AND CONTACT INFORMATION	Pass
ACKNOWLEDGEMENTS	
AFFIRMATIVE ACTION PLAN REQUIREMENT:	Pass
INSURANCE REQUIREMENTS	Pass
COLORADO LABOR REQUIREMENT:	Pass
SALES AND/OR USE TAX INFORMATION	Pass
Has/is this firm or any officer or partner of this firm:	
Convicted of a criminal offense	Pass
Convicted under state or federal statutes	Pass
Convicted under state or federal antitrust statutes	Pass
Failed to perform	Pass
Suspension or Debarment	Pass
Unqualified	Pass
Unlicensed	Pass
Delinquent	Pass
Confirmation	Pass

Docusign Envelope ID: ECD5E34E-CC87-49FB-BF59-4EED42790744

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: October 15, 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 RATIFYING THE AWARD OF AN EMERGENCY CONSTRUCTION CONTRACT IN THE AMOUNT OF $33,584.80 TO PARKER EXCAVATING INC., A COLORADO CORPORATION, FOR PROJECT NO. 23-040 (SWAN03) - FOR EMERGENCY STORM SEWER POINT REPAIR ON GATEWAY DRIVE AND APPROVING A CHANGE ORDER IN THE AMOUNT OF $5,644.44 FOR ADDITIONAL WORK AND MATERIALS, AND AUTHORIZING AND APPROVING THE PURCHASING AGENT'S EXECUTION OF THE SAME

SUMMARY:

This Resolution ratifies and approves the award of a construction contract in the amount of $33,584.80 to Parker Excavating Inc., under Contract No. 23-040 for an emergency storm sewer point repair on Gateway Drive and approves a change order in the amount of $5,644.44.

PREVIOUS COUNCIL ACTION:

On 8/14/2023, City Council passed Resolution #15335, which approved the award of the 2023-2026 Storm Sewer Point Repair Contract to multiple contractors which were qualified via competitive bid.

BACKGROUND:

The Stormwater Utility was notified of a sinkhole on Gateway Drive on the east side of the Hampton Inn & Suites. The sinkhole and inlet were inspected, and a stormwater pipe was inspected using closed caption television (CCTV). The CCTV inspection revealed that the pipe needed to be removed and replaced. A visual inspection of the system revealed that the inlet and a section of Gateway Drive needed to be replaced. An emergency point repair was required to repair the street, inlet and pipe.

The contract with the unit prices for the estimated work performed by Parker Excavating Inc. can be found attached. This work was performed under the 2023-2026 Storm

Docusign Envelope ID: ECD5E34E-CC87-49FB-BF59-4EED42790744

Sewer Point Repair Resolution #15335 through which contractors were qualified via competitive bid.

FINANCIAL IMPLICATIONS:

Funding in the amount of $39,229.24 will be paid from the Stormwater Utility budget, Project Account SWAN03, for Point Repairs and Pipe Cleaning.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Not applicable.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 23-040 Parker Emergency Repair Contract Gateway Dr.
2. Gateway Exhibit
3. 2024 Gateway Drive EPR Changed Order Signed
4. Gateway Dr. Invoice from Parker Excavating Inc.

Docusign Envelope ID: ECD5E34E-CC87-49FB-BF59-4EED42790744

RESOLUTION NO. 15784

A RESOLUTION RATIFYING THE AWARD OF AN EMERGENCY CONSTRUCTION CONTRACT IN THE AMOUNT OF $33,584.80 TO PARKER EXCAVATING INC., A COLORADO CORPORATION, FOR PROJECT NO. 23-040 (SWAN03) - FOR EMERGENCY STORM SEWER POINT REPAIR ON GATEWAY DRIVE AND APPROVING A CHANGE ORDER IN THE AMOUNT OF $5,644.44 FOR ADDITIONAL WORK AND MATERIALS, AND AUTHORIZING AND APPROVING THE PURCHASING AGENT'S EXECUTION OF THE SAME

WHEREAS, an emergency storm sewer repair was authorized by the Mayor in accordance with Section 1-10-5 of the Pueblo Municipal Code; and

WHEREAS, the point repair work was awarded to Parker Excavating Inc., under the 2023-2026 Storm Sewer Point Repair contract; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

City Council hereby ratifies and approves the contract for the emergency repair of the storm sewer on Gateway Drive with Parker Excavating Inc., Project No. 23-040 (SWAN03) awarded to said bidder in the amount of $39,229.24 which includes all contract change orders.

SECTION 2.

Funds for Project No. 23-040 (SWAN03) – Emergency Storm Sewer Point Repair on Gateway Drive shall be paid from the Stormwater Utility Fund – Project Account SWAN03, Point Repairs & Pipe Cleaning

SECTION 3.

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

SECTION 4.

The officers and staff of the City are authorized to perform any and all acts consistent with the intent of this Resolution and the contract to implement the transactions described therein. Furthermore, all actions previously taken by officers and staff of the City consistent with the contract including any payments authorized under the contract and the contract change order in the amount of $39,229.24 are hereby ratified.

Docusign Envelope ID: ECD5E34E-CC87-49FB-BF59-4EED42790744

SECTION 5.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: October 15, 2024

BY: Roger Gomez
MEMBER OF CITY COUNCIL

APPROVED: DocuSigned by: Mark Aliff B7A4F51823AB402...
PRESIDENT OF CITY COUNCIL

ATTESTED BY: Signed by: 330F90D300E24F8...
DEPUTY CITY CLERK

Docusign Envelope ID: 934DC207-33C9-40F4-BB42-CEE484555204

REQUEST FOR QUOTATIONS

Bid No: **23-040 (SWAN03)**
Bid Name: **2023-2026 Emergency Storm Sewer Point Repair – Gateway Dr**

The undersigned, having become familiar with the local conditions affecting the cost of the work, and with the contract documents, including advertisement for bids, the form of proposal, the form of contract, form of bond, special provisions of the contract, general provisions of the contract, etc., plans, drawings and specifications, issued and attached to the contract documents on file in the office of the Purchasing Agent, hereby proposes to furnish all of the labor, materials, tools, equipment, and all utility/transportation services necessary to perform and complete, in an industry acceptable and professional manner, construction of **2023-2026 Emergency Storm Sewer Point Repair – Gateway Dr** 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:

BID ITEM	DESCRIPTION	ESTIMATED QUANTITY	QUANTITY	UNIT OF MEASURE	UNIT PRICE	AMOUNT
1.	Remove Existing Pipe and Replace w/18" High Performance Polypropylene Pipe Less than 8' Deep	21-100	30	LF	$ 200.00	$ 6,000.00
2.	Remove and Replace Asphalt 5" Asphalt on 6" Class 6 ABC 18" Pipe	21-100	30	LF	$ 78.00	$ 2,340.00
3.	Remove and Replace Asphalt 5" Asphalt on 6" Class 6 ABC 60" Pipe	21-100	45	LF	$ 106.00	$ 4,770.00
4.	Remove and Replace 4” Non-Reinforced Concrete Slab	>100	155	SF	$ 18.00	$ 2,790.00
5.	Remove and Replace 7" Reinforced Concrete Slab	>100	78	SF	$ 23.60	$ 1,840.80
6.	Remove and Replace Standard Curb and Gutter	21-100	52	LF	$ 58.00	$ 3,016.00
7.	Install Extra Lean Concrete (Flowable Fill)	1-20	4	CY	$ 207.00	$ 828.00

Docusign Envelope ID: 934DC207-33C9-40F4-BB42-CEE484555204

BID ITEM	DESCRIPTION	ESTIMATED QUANTITY	QUANTITY	UNIT OF MEASURE	UNIT PRICE	AMOUNT
8.	Remove and Replace 5' CDOT Type R Curb Opening Inlet	1	1	EA	$ 7,900.00	$ 7,900.00
9.	Mobilization	1	1	LS	$ 4,100.00	$ 4,100.00
					Grand Total	$ 33,584.80

The Grand Total Bid shall be the basis for establishing the amount of the payment and performance bonds for projects with a Grand Total Bid equal to or greater than $50,000.00. The total bid is based on quantities and dimensions shown on the proposal form and is subject to additions or reductions according to the actual construction quantities as determined by the Engineer upon completion of the construction.

The City reserves the right to adjust the required quantities and the Contractor shall furnish said quantities at the unit price quoted above. The time allowed for construction shall be adjusted in direct proportion of the adjusted quantities to the estimated quantities.

The undersigned has carefully checked the above quantities against the plans and specifications before preparing this proposal and accepts the said quantities as substantially correct, both as to classification and amount, and as correctly listing the work to be done in accordance with the plans and specifications.

The Contractor shall be subject to all applicable City, County, State and Federal Taxes in the performance of this contract.

Liquidated damages will be assessed in accordance with the GENERAL PROVISIONS for every calendar day after the allotted time given until the work is completed and accepted by the City of Pueblo.

NOTE: Bidders should not add any conditions or qualifying statements to this bid as otherwise the bid may be declared irregular as being not responsive to the advertisement for bids.

Business Name: Parker Excavating Inc.

Business Address: 1428 Stockyard Rd. Pueblo, CO 81001

Signature: DocuSigned by: Greg Parker BB6A93AF3BDD4C6... Date: 7/17/2024 | 6:34 AM MDT

Printed Name and Title: Gregory Parker, Vice President

Tele. Number: 719-545-3010

Email: gregparkerexc@outlook.com

Docusign Envelope ID: 934DC207-33C9-40F4-BB42-CEE484555204

CONTRACT AGREEMENT

THIS AGREEMENT made and entered into this 15th day of July, 2024, by and between the City of Pueblo, a Municipal Corporation, hereinafter referred to in the Contract Documents as the "City", and Parker Excavating, 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: **23-040 (SWAN03)**
Bid Name: **2023-2026 Emergency Storm Sewer Point Repair – Gateway Dr**

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)
   Notice to Proceed
   Contractor's Proposal
   Addenda Nos. 4, 3, 2, 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.

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.

Docusign Envelope ID: 934DC207-33C9-40F4-BB42-CEE484555204

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.

PARKER EXCAVATING, INC.

By DocuSigned by: Greg Parker BB6A93AF3BDD4C6... _____
Gregory Parker

Title Vice President

CITY OF PUEBLO, A MUNICIPAL CORPORATION

By DocuSigned by: Naomi Hedgen 663514DB28C0490... _____
Naomi Hedgen, Director of Purchasing

ATTEST:

DocuSigned by: 7C02EBDFFC3D43C... _____
Marisa Stoller, City Clerk

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

DocuSigned by: 35CB85FFDEB2412... _____
Mayor Heather Graham for Director of Finance

APPROVED AS TO FORM
Department of Law:

DocuSigned by: Robert Jagger 502480BF6EFC4C8... _____
Robert Jagger, City Attorney

Docusign Envelope ID: 934DC207-33C9-40F4-BB42-CEE484555204

NOTICE TO PROCEED

07/15/24

Parker Excavating Inc.
1428 Stockyard Rd.
Pueblo, CO 81001

Ref: Bid No: 23-040 (SWAN03)
Bid Name: 2023-2026 Emergency Storm Sewer Point Repair – Gateway Dr.

You are hereby authorized to proceed on July 16, 2024, or within three (3) consecutive calendar days thereafter with construction of the above referenced project as set forth in the Contract Documents.

You have fourteen (14) consecutive calendar days to complete this project. If at that time the project is not complete, you may request additional time via an RFI. Your request will be subject to the discretion of the project engineer. If the project engineer deems your request as appropriate you will be issued an addendum granting the specified additional days.

Sincerely,

DocuSigned by:
418AB0234B8D4D5...

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

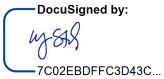
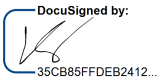
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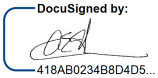
Certificate Of Completion

Envelope Id: 934DC20733C940F4BB42CEE484555204
Status: Completed
Subject: Complete with Docusign: 23-040 Emergency Repair Contract-Gateway Dr.pdf
Source Envelope:
Document Pages: 5
Signatures: 7
Envelope Originator:
Certificate Pages: 6
Initials: 0
Purchasing
AutoNav: Enabled
230 S Mechanic
EnvelopeId Stamping: Enabled
Pueblo, CO 81003
Time Zone: (UTC-07:00) Mountain Time (US & Canada)
purchasing@pueblo.us
IP Address: 208.82.107.130

Record Tracking

Status: Original
7/15/2024 3:47:10 PM
Holder: Purchasing
purchasing@pueblo.us
Location: DocuSign

Signer Events	Signature	Timestamp
Greg Parker stacie.jo@hotmail.com Sec. Parker Excavating, Inc. Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 7/16/2024 7:40:54 AM ID: 0dbe9a55-04b2-4399-b178-b2d8769f5062	DocuSigned by:  BB6A93AF3BDD4C6... Signature Adoption: Pre-selected Style Using IP Address: 98.43.144.199	Sent: 7/16/2024 7:33:55 AM Viewed: 7/16/2024 7:40:54 AM Signed: 7/17/2024 6:34:24 AM
Naomi Hedden nchedden@pueblo.us Director of Purchasing City of Pueblo Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	DocuSigned by:  663514DB28C0490... Signature Adoption: Uploaded Signature Image Using IP Address: 208.82.107.130	Sent: 7/17/2024 6:34:25 AM Viewed: 7/17/2024 10:10:06 AM Signed: 7/17/2024 10:10:13 AM
Marisa Stoller mstoller@pueblo.us City Clerk City of Pueblo Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 12/3/2021 2:21:37 PM ID: d4b20520-f52e-4781-a288-ed72c1cbf692	DocuSigned by:  7C02EBDFFC3D43C... Signature Adoption: Uploaded Signature Image Using IP Address: 208.82.107.130 Signed using mobile	Sent: 7/17/2024 10:10:14 AM Viewed: 7/17/2024 10:42:43 AM Signed: 7/17/2024 10:43:09 AM
Heather Graham mayor@pueblo.us Mayor City of Pueblo Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 7/17/2024 10:54:58 AM ID: e3665b06-816f-4e86-8190-b3739501fd8f	DocuSigned by:  35CB85FFDEB2412... Signature Adoption: Drawn on Device Using IP Address: 208.82.107.130 Signed using mobile	Sent: 7/17/2024 10:43:11 AM Viewed: 7/17/2024 10:54:58 AM Signed: 7/17/2024 11:06:43 AM

Signer Events	Signature	Timestamp
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Electronic Record and Signature Disclosure: Accepted: 3/14/2023 1:54:04 PM ID: 6d0c0f5a-8d08-442a-a5ac-f847bdb3008d		
Andrew Hayes ahayes@pueblo.us Director Public Works City of Pueblo Security Level: Email, Account Authentication (None)	DocuSigned by:  418AB0234B8D4D5... Signature Adoption: Uploaded Signature Image Using IP Address: 185.238.231.189 Signed using mobile	Sent: 7/17/2024 1:55:49 PM Viewed: 7/17/2024 7:12:03 PM Signed: 7/17/2024 7:12:29 PM
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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

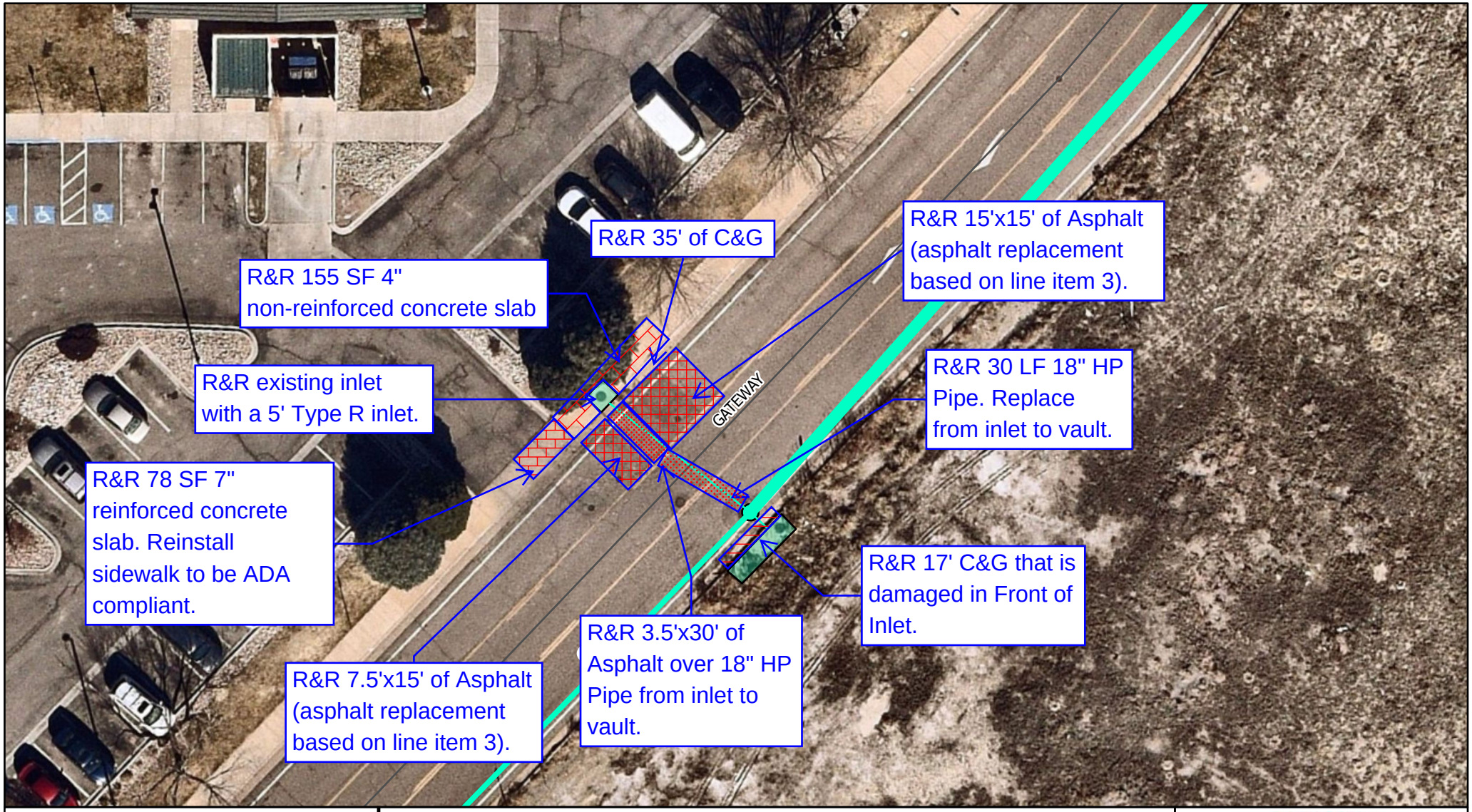
Carbon Copy Events	Status	Timestamp
Jana Hart Jhart@pueblo.us Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 7/17/2024 7:12:31 PM
Jared Perea jperea@pueblo.us Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 4/28/2023 9:03:31 AM ID: 1541011b-31c6-44f2-aaa2-72cd3afc294d	COPIED	Sent: 7/17/2024 7:12:32 PM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	7/16/2024 7:33:55 AM
Certified Delivered	Security Checked	7/17/2024 7:12:03 PM
Signing Complete	Security Checked	7/17/2024 7:12:29 PM
Completed	Security Checked	7/17/2024 7:12:32 PM

Payment Events	Status	Timestamps



N

0 15 30

US Feet

Gateway Drive

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nearmap.com

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CITY OF PUEBLO STORMWATER UTILITY

City Of Pueblo

Contract Change Order

Department Of Public Works

Project Number : 23-040 **Change Order No. :** 1 **Date:** September 4, 2024

Project Name : Gateway Drive Storm EPR

Contractor : Parker Excavating, Inc.

You are hereby requested to comply with the following changes from the plans & specifications:

Bid Item No.	Description of Changes	Decrease Contract By	Increase Contract By
1	Remove Existing Pipe and Replace w/18" HPPE Pipe less than 8' Deep (**Increase - 4 LF**)		$800.00
3	Remove and Replace 5" Asphalt on 6" Class 6 ABC for 60" Pipe (**Increase 24.5 LF**)		$2,598.00
4	Remove and Replace 4" Non-Reinforced Concrete Slab (**Increase 11 SF**)		$198.00
5	Remove and Replace 7" Reinforced Concrete Slab	$991.20	
6	Remove and Replace Standard Curb and Gutter (**Increase 16 LF**)		$928.00
7	Install Extra Lean Concrete (Flowable Fill) (Increase 8 CY)		$1,656.00
10	Traffic Control		$455.64
	TOTAL	$991.20	$6,635.64

Net Adjustment This Change Order	$	5644.44
Amount of Previous Change Order(s)	$	0.00
Original Contract Amount	$	33584.80
Total Adjusted Contract Amount To Date	$	39229.24

Reason For Change:
Needed extra quantities to complete the project.

The time provided for completion of the contract is increased by seven (7) days.

This document shall become an amendment to the contract and all provisions of the contract apply hereto. The adjustment to the contract amount and contract time, if any, made by this change order constitutes full compensation to the Contractor for the work included within this change order, and Contractor's acceptance hereof constitutes a waiver of any contract and equitable claims on account thereof.

Prepared by: Lisa Pate Date: 9-12-24
Inspector

Reviewed by: Todd Bemford Date: 9/12/24
Construction Manager

Accepted by: [signature] Date: 9/9/24
Contractor's Representative

Accepted by: Noah Stamm Date: 9/12/24
Stormwater Engineer

If this Change Order causes an increase from the original contract price, signed approval by the Director of Public Works constitutes representation that lawful appropriations are sufficient to cover such expenses.

Approved by: [signature] BY DIRECTION Date: 9/12/24
Director of Public Works

Parker
EXCAVATING, INC.
A Native American Owned Company

Invoice # 23M022-001
REVISED

Date: 14-Aug-2024

Parker # 23M022

City of Pueblo
Stormwater Dept.
211 D. Street
Pueblo, CO 81003

Project: 2023-2026 Emergency Storm Sewer Point Repair
Location: Gateway Dr., Pueblo CO

Item	Description	Quantity	Units	Unit Price	Amount
1	Remove and replace 18" high performance poly pipe	30	LF	$ 200.00	$ 6,000.00
	Contract CO 1	4	LF	$ 200.00	$ 800.00
2	Remove and replace asphalt 5" on 6" base for 18" Pipe	30	LF	$ 78.00	$ 2,340.00
3	Remove and replace asphalt 5" on 6" base for 60" Pipe	45	LF	$ 106.00	$ 4,770.00
	Contract CO 1	24.51	LF	$ 106.00	$ 2,598.00
4	Remove and replace 4" non-reinforced concrete slab	155	SF	$ 18.00	$ 2,790.00
	Contract CO 1	11	SF	$ 18.00	$ 198.00
5	Remove and replace 7" reinforced concrete slab	78	SF	$ 23.60	$ 1,840.80
	Contract CO 1	-42	SF	$ 23.60	$ (991.20)
6	Remove and replace standard curb and gutter	52	LF	$ 58.00	$ 3,016.00
	Contract CO 1	16	LF	$ 58.00	$ 928.00
7	Install extra lean concrete (flowable fill)	4	CY	$ 207.00	$ 828.00
	Contract CO 1	8	CY	$ 207.00	$ 1,656.00
8	Remove and replace 5' CDOT type R curb opening inlet	1	EA	$ 7,900.00	$ 7,900.00
9	Mobilization	1	LS	$ 4,100.00	$ 4,100.00
10	Traffic control	1	LS	$ 455.64	$ 455.64

TOTAL **$ 39,229.24**

INVOICE DUE AND PAYABLE UPON RECEIPT
NO STATEMENT WILL BE SENT

1428 Stockyard Rd.
Pueblo, CO 81001
P:719-545-3010/F:719-545-0805

Docusign Envelope ID: ECD5E34E-CC87-49FB-BF59-4EED42790744

City Clerk's Office Item # M10

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: October 15, 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 RATIFYING THE AWARD OF AN EMERGENCY CONSTRUCTION CONTRACT IN THE AMOUNT OF $16,600.00 TO PARKER EXCAVATING INC., A COLORADO CORPORATION, FOR PROJECT NO. 23-040 (SWAN03) - FOR EMERGENCY STORM SEWER POINT REPAIR AT 2116 TORONTO STREET AND APPROVING A CHANGE ORDER IN THE AMOUNT OF $6,249.88 FOR ADDITIONAL WORK AND MATERIALS, AND AUTHORIZING AND APPROVING THE PURCHASING AGENT'S EXECUTION OF THE SAME

SUMMARY:

This Resolution ratifies and approves the award of a construction contract in the amount of $16,600.00 to Parker Excavating Inc., under Contract No. 23-040 for an emergency storm sewer point repair at 2116 Toronto Street and approves a change order in the amount of $6,249.88.

PREVIOUS COUNCIL ACTION:

On 8/14/2023, City Council passed Resolution #15335, which approved the award of the 2023-2026 Storm Sewer Point Repair Contract to multiple contractors which were qualified via competitive bid.

BACKGROUND:

The Stormwater Utility was notified by the property owner of 2116 Toronto that their fence was sinking around the location of a known stormwater pipe located within a drainage easement on their property. Upon visual inspection, it was found the end section of pipe had been disconnected and, with further investigation using closed caption television (CCTV), the pipe was found to be submerged in water towards the disconnected portion without a proper outfall. The CCTV inspection revealed the end portion of pipe needed to be removed and replaced.

Docusign Envelope ID: ECD5E34E-CC87-49FB-BF59-4EED42790744

The contract with the unit prices for the estimated work performed by Parker Excavating Inc. can be found attached. This work was performed under the 2023-2026 Storm Sewer Point Repair Resolution #15335 through which contractors were qualified via competitive bid.

FINANCIAL IMPLICATIONS:

Funding in the amount of $22,849.88 will be paid from the Stormwater Utility budget, Project Account SWAN03, for Point Repairs and Pipe Cleaning.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Not applicable.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 23-040 Parker Emergency Repair Contract 2116 Toronto St
2. 2116 Toronto St Exhibit
3. 2116 Toronto St Change Order Signed
4. 2116 Toronto St Parker Excavating Inc. Invoice

Docusign Envelope ID: ECD5E34E-CC87-49FB-BF59-4EED42790744

RESOLUTION NO. 15785

A RESOLUTION RATIFYING THE AWARD OF AN EMERGENCY CONSTRUCTION CONTRACT IN THE AMOUNT OF $16,600.00 TO PARKER EXCAVATING INC., A COLORADO CORPORATION, FOR PROJECT NO. 23-040 (SWAN03) - FOR EMERGENCY STORM SEWER POINT REPAIR AT 2116 TORONTO STREET AND APPROVING A CHANGE ORDER IN THE AMOUNT OF $6,249.88 FOR ADDITIONAL WORK AND MATERIALS, AND AUTHORIZING AND APPROVING THE PURCHASING AGENT'S EXECUTION OF THE SAME

WHEREAS, an emergency storm sewer repair was authorized by the Mayor in accordance with Section 1-10-5 of the Pueblo Municipal Code; and

WHEREAS, the point repair work was awarded to Parker Excavating Inc., under the 2023-2026 Storm Sewer Point Repair contract; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

City Council hereby ratifies and approves the contract for the emergency repair of the storm sewer at 2116 Toronto Street with Parker Excavating Inc., Project No. 23-040 (SWAN03) awarded to said bidder in the amount of $22,849.88 which amount includes all contract change orders.

SECTION 2.

Funds for Project No. 23-040 (SWAN03) – Emergency Storm Sewer Point Repair at 2116 Toronto Street shall be paid from the Stormwater Utility Fund – Project Account SWAN03, Point Repairs & Pipe Cleaning.

SECTION 3.

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

SECTION 4.

The officers and staff of the City are authorized to perform any and all acts consistent with the intent of this Resolution and the contract to implement the transactions described therein. Furthermore, all actions previously taken by officers and staff of the City consistent with the contract including any payments authorized under the contract and the contract change order in the amount of $22,849.88 are hereby ratified.

Docusign Envelope ID: ECD5E34E-CC87-49FB-BF59-4EED42790744

SECTION 5.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: October 15, 2024

BY: Roger Gomez
MEMBER OF CITY COUNCIL

APPROVED: DocuSigned by: Mark Cliff B7A4F51823AB482...
PRESIDENT OF CITY COUNCIL

ATTESTED BY: Signed by: 330F90D300E24F8...
DEPUTY CITY CLERK

Docusign Envelope ID: CCF84E83-73DD-4894-BCB9-3EB433EB5AD6

REQUEST FOR QUOTATIONS

Bid No: **23-040 (SWAN03)**
Bid Name: **2023-2026 Emergency Stormwater Point Repair – 2116 Toronto St.**

The undersigned, having become familiar with the local conditions affecting the cost of the work, and with the contract documents, including advertisement for bids, the form of proposal, the form of contract, form of bond, special provisions of the contract, general provisions of the contract, etc., plans, drawings and specifications, issued and attached to the contract documents on file in the office of the Purchasing Agent, hereby proposes to furnish all of the labor, materials, tools, equipment, and all utility/transportation services necessary to perform and complete, in an industry acceptable and professional manner, construction of **2023-2026 Emergency Storm Sewer Point Repair-2116 Toronto St.** 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:

BID ITEM	DESCRIPTION	ESTIMATED QUANTITY		UNIT OF MEASURE	UNIT PRICE	AMOUNT
1.	Remove Existing Pipe and Replace w/18" High Performance Polypropylene Pipe Less than 8' Deep	21-100	40	LF	$ 200.00	$ 8,000.00
2.	Remove and Replace 4” Non-Reinforced Concrete Slab	>100	250	SF	$ 18.00	$ 4,500.00
3.	Mobilization	1	1	LS	$ 4,100.00	$ 4,100.00
					GRAND TOTAL BID	$ 16,600.00

The Grand Total Bid shall be the basis for establishing the amount of the payment and performance bonds for projects with a Grand Total Bid equal to or greater than $50,000.00. The total bid is based on quantities and dimensions shown on the proposal form and is subject to additions or reductions according to the actual construction quantities as determined by the Engineer upon completion of the construction.

The City reserves the right to adjust the required quantities and the Contractor shall furnish said quantities at the unit price quoted above. The time allowed for construction shall be adjusted in direct proportion of the adjusted quantities to the estimated quantities.

The undersigned has carefully checked the above quantities against the plans and specifications before preparing this proposal and accepts the said quantities as substantially correct, both as to classification and amount, and as correctly listing the work to be done in accordance with the plans and specifications.

Docusign Envelope ID: CCF84E83-73DD-4894-BCB9-3EB433EB5AD6

The Contractor shall be subject to all applicable City, County, State and Federal Taxes in the performance of this contract.

Liquidated damages will be assessed in accordance with the GENERAL PROVISIONS for every calendar day after the allotted time given until the work is completed and accepted by the City of Pueblo.

NOTE: Bidders should not add any conditions or qualifying statements to this bid as otherwise the bid may be declared irregular as being not responsive to the advertisement for bids.

Business Name: Parker Excavating Inc.

Business Address: 1428 Stockyard Rd

Pueblo, CO 81001

Signature: DocuSigned by: Greg Parker BB6A93AF3BDD4C6... Date: 7/25/2024 | 3:33 PM MDT

Printed Name and Title: Gregory Parker, Vice President

Docusign Envelope ID: CCF84E83-73DD-4894-BCB9-3EB433EB5AD6

CONTRACT AGREEMENT

THIS AGREEMENT made and entered into this 19th day of July, 2024, by and between the City of Pueblo, a Municipal Corporation, hereinafter referred to in the Contract Documents as the "City", and Parker Excavating 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: **23-040 (SWAN03)**
Bid Name: **2023-2026 Emergency Storm Sewer Point Repair – 2116 Toronto St.**

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)
   Notice to Proceed
   Contractor's Proposal
   Addenda Nos. 4, 3, 2, 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.

Docusign Envelope ID: CCF84E83-73DD-4894-BCB9-3EB433EB5AD6

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.

PARKER EXCAVATING, INC.

By DocuSigned by: Greg Parker BB6A93AF3BDD4C6... _____
Gregory Parker

Title Vice President

CITY OF PUEBLO, A MUNICIPAL CORPORATION

By DocuSigned by: Naomi Hedden by DR 685EDE99C2494B5... _____
Naomi Hedden, Director of Purchasing

ATTEST:

DocuSigned by: 7C02EBDFFC3D43C... _____
Marisa Stoller, City Clerk

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

DocuSigned by: 35CB85FFDEB2412... _____
Mayor Heather Graham for Director of Finance

APPROVED AS TO FORM
Department of Law:

DocuSigned by: Robert Jagger 502480BF6EFC4C8... _____
Robert Jagger, Deputy City Attorney

Docusign Envelope ID: CCF84E83-73DD-4894-BCB9-3EB433EB5AD6

NOTICE TO PROCEED

July 19, 2024

Parker Excavating, Inc.
1428 Stockyard Rd.
Pueblo, CO 81001

Ref: Bid No: 23-040 (SWAN03)
Bid Name: 2023-2026 Emergency Storm Sewer Point Repair – 2116 Toronto St.

You are hereby authorized to proceed on July 29, 2024, or within three (3) consecutive calendar days thereafter with construction of the above referenced project as set forth in the Contract Documents.

You have fourteen (14) consecutive calendar days to complete this project. If at that time the project is not complete, you may request additional time via an RFI. Your request will be subject to the discretion of the project engineer. If the project engineer deems your request as appropriate you will be issued an addendum granting the specified additional days.

Sincerely,

DocuSigned by:
418AB0234B8D4D5...

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

DocuSign

Certificate Of Completion

Envelope Id: CCF84E8373DD4894BCB93EB433EB5AD6
Status: Completed
Subject: Complete with Docusign: 23-040 Emergency Repair Contract-2116 Toronto St.pdf
Source Envelope:
Document Pages: 5
Signatures: 7
Certificate Pages: 6
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-07:00) Mountain Time (US & Canada)

Envelope Originator:
Purchasing
230 S Mechanic
Pueblo, CO 81003
purchasing@pueblo.us
IP Address: 208.82.107.130

Record Tracking

Status: Original
7/19/2024 4:12:13 PM
Holder: Purchasing
purchasing@pueblo.us
Location: DocuSign

Signer Events	Signature	Timestamp
Greg Parker stacie.jo@hotmail.com Sec. Parker Excavating, Inc. Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 7/20/2024 5:45:11 AM ID: c9d34ec9-53d0-4bc4-8d1a-320eda0660f8	DocuSigned by: Greg Parker BB6A93AF3BDD4C6... Signature Adoption: Pre-selected Style Using IP Address: 72.111.143.247	Sent: 7/19/2024 4:28:17 PM Resent: 7/23/2024 12:07:28 PM Viewed: 7/25/2024 3:31:58 PM Signed: 7/25/2024 3:33:21 PM
Naomi Hedden by DR drivera@pueblo.us Purchasing Contract Coordinator City of Pueblo Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	DocuSigned by: Naomi Hedden by DR 685EDE99C2494B5... Signature Adoption: Pre-selected Style Using IP Address: 208.82.107.130	Sent: 7/25/2024 3:33:23 PM Resent: 7/26/2024 7:33:40 AM Viewed: 7/26/2024 7:34:33 AM Signed: 7/26/2024 7:34:41 AM
Marisa Stoller mstoller@pueblo.us City Clerk City of Pueblo Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 12/3/2021 2:21:37 PM ID: d4b20520-f52e-4781-a288-ed72c1cbf692	DocuSigned by: 7C02EBDFFC3D43C... Signature Adoption: Uploaded Signature Image Using IP Address: 208.82.107.130	Sent: 7/26/2024 7:34:43 AM Viewed: 7/26/2024 9:06:47 AM Signed: 7/26/2024 9:06:59 AM
Heather Graham mayor@pueblo.us Mayor City of Pueblo Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 7/26/2024 10:47:31 AM ID: f94835eb-8a0a-413f-855c-e0db8c9b78aa	DocuSigned by: 35CB85FFDEB2412... Signature Adoption: Drawn on Device Using IP Address: 208.82.107.130 Signed using mobile	Sent: 7/26/2024 9:07:00 AM Viewed: 7/26/2024 10:47:31 AM Signed: 7/26/2024 10:48:05 AM

Signer Events	Signature	Timestamp
Robert Jagger rjagger@pueblo.us Security Level: Email, Account Authentication (None)	DocuSigned by: Robert Jagger 502480BF6EFC4C8... Signature Adoption: Pre-selected Style Using IP Address: 208.82.107.130	Sent: 7/26/2024 10:48:07 AM Viewed: 7/26/2024 11:07:44 AM Signed: 7/26/2024 11:07:57 AM
Electronic Record and Signature Disclosure: Accepted: 3/14/2023 1:54:04 PM ID: 6d0c0f5a-8d08-442a-a5ac-f847bdb3008d		
Andrew Hayes ahayes@pueblo.us Director Public Works City of Pueblo Security Level: Email, Account Authentication (None)	DocuSigned by: 418AB0234B8D4D5... Signature Adoption: Uploaded Signature Image Using IP Address: 185.238.231.120 Signed using mobile	Sent: 7/26/2024 11:07:58 AM Viewed: 7/26/2024 11:08:10 AM Signed: 7/27/2024 7:21:43 AM
Electronic Record and Signature Disclosure: Accepted: 2/28/2022 1:36:31 PM ID: 570dcef9-557c-416e-92be-9b71f3007907		

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
Jana Hart Jhart@pueblo.us Security Level: Email, Account Authentication (None)	COPIED	Sent: 7/27/2024 7:21:44 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Noah Stamm nstamm@pueblo.us Security Level: Email, Account Authentication (None)	COPIED	Sent: 7/27/2024 7:21:44 AM
Electronic Record and Signature Disclosure: Accepted: 10/26/2022 10:03:12 AM ID: 253b91d4-9f2f-4094-bd21-6e967a5368d2		

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	7/19/2024 4:28:17 PM
Envelope Updated	Security Checked	7/26/2024 7:33:40 AM
Envelope Updated	Security Checked	7/26/2024 7:33:40 AM
Certified Delivered	Security Checked	7/26/2024 11:08:10 AM
Signing Complete	Security Checked	7/27/2024 7:21:43 AM
Completed	Security Checked	7/27/2024 7:21:44 AM

Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		



N

0 50 100 200 US Feet

2116 Toronto St.

The City of Pueblo, Colorado does not guarantee nor provide any warranty, expressed or implied, as to the representative

nearmap.com

Sources: Maxar, Airbus DS, USGS, NGA, NASA,

CITY OF PUEBLO STORMWATER UTILITY

City Of Pueblo

Contract Change Order

Stormwater Utility Division

Project Number : 23-040 **Change Order No. :** 1 **Date:** 9/19/2024

Project Name : 2116 Toronto Street

Contractor : Parker Excavating, Inc.

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
4	R&R Gazebo, R&R Fence, Add Reinforced Concrete for Gazebo, Replace Grass Landscaping		$4,821.88
5	Hand Digging Trench for location of Undergound Utilities		$1,428.00
	TOTAL	$0.00	$6,249.88

Net Adjustment This Change Order	$	6,249.88
Amount of Previous Change Order(s)	$	-
Original Contract Amount .	$	16,600.00
Total Adjusted Contract Amount To Date	$	22,849.88

Reason For Change:

Work needed to complete the project.

The time provided for completion of the contract is increased by (0) days.

This document shall become an amendment to the contract and all provisions of the contract apply hereto. The adjustment to the contract amount and contract time, if any, made by this change order constitutes full compensation to the Contractor for the work included within this change order, and Contractor's acceptance hereof constitutes a waiver of any contract and equitable claims on account thereof.

Prepared by: _____ Date: 9-19-24
Construction Inspector

Reviewed by: _____ Date: 9/19/2024
Construction Manager

Accepted by: _____ Date: 9/19/24
Contractor's Representative

If this Change Order causes an increase from the original contract price, signed approval by the Director of Public Works constitutes representation that lawful appropriations are sufficient to cover such expenses.

Approved by: _____ BY DIRECTION Date: 9/19/24
Director of Public Works

Parker
EXCAVATING, INC.
A Native American Owned Company

Invoice # **23M022-002**

Date: **22-Aug-2024**

Parker # **23M022**

City of Pueblo
Stormwater Dept.
211 D. Street
Pueblo, CO 81003

Project: **2023-2026 Emergency Storm Sewer Point Repair**
Location: **2116 Toronto**

Item	Description	Quantity	Units	Unit Price	Amount
1	Remove and replace 18" high performance poly pipe	40	LF	$ 200.00	$ 8,000.00
2	Remove and replace 4" concrete	250	SF	$ 18.00	$ 4,500.00
3	Mobilization	1	LS	$ 4,100.00	$ 4,100.00
4	Change Order #1 as approved	1	LS	$ 4,821.88	$ 4,821.88
5	Change Order #2 -hand dig due to unforseen site condition				
6	And utilities in shared trench, labor and equipment	3	HR	$ 476.00	$ 1,428.00

TOTAL	**$ 22,849.88**

INVOICE DUE AND PAYABLE UPON RECEIPT
NO STATEMENT WILL BE SENT

1428 Stockyard Rd.
Pueblo, CO 81001
P:719-545-3010/F:719-545-0805

Docusign Envelope ID: ECD5E34E-CC87-49FB-BF59-4EED42790744

City Clerk's Office Item # M11

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: October 15, 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 $14,051.00 TO DOUG VAUGHN, LLC FOR PROJECT NO. 24-102, CONCRETE IMPROVEMENTS - 200 BLOCK WEST 3RD STREET, SETTING FORTH $3,000.00 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

SUMMARY:

Attached is a resolution awarding a Construction Contract to Doug Vaughn, LLC for Project No. 24-102 Concrete Improvements - 200 Block West 3rd Street.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

This project consists of the construction of concrete, drainage and parking striping improvements to the 200 block of West 3rd Street. This Resolution awards the construction contract to Doug Vaughn, LLC.

FINANCIAL IMPLICATIONS:

Funds in the amount of $17,051.00 (contract and contingencies) will be paid from Project Account HUAN01, Street Resurfacing.

BOARD/COMMISSION RECOMMENDATION

None.

STAKEHOLDER PROCESS:

None.

Docusign Envelope ID: ECD5E34E-CC87-49FB-BF59-4EED42790744

ALTERNATIVES:

Denial of this resolution will cancel the project.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 24-102 Bid Summary

Docusign Envelope ID: ECD5E34E-CC87-49FB-BF59-4EED42790744

RESOLUTION NO. 15786

A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF $14,051.00 TO DOUG VAUGHN, LLC FOR PROJECT NO. 24-102, CONCRETE IMPROVEMENTS - 200 BLOCK WEST 3RD STREET, SETTING FORTH $3,000.00 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

WHEREAS, competitive bids for 24-102 Concrete Improvements - 200 Block West 3rd Street have been received and examined; and,

WHEREAS, the proposal of Doug Vaughn, LLC was the lowest bid determined to be responsive, and the Committee of Awards recommends to the City Council that it authorizes Project No. 24-102 Concrete Improvements - 200 Block West 3rd Street to be performed; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The City Council authorizes Project No. 24-102 Concrete Improvements - 200 Block West 3rd Street to be performed, and the contract for said project is hereby awarded to Doug Vaughn, LLC in the amount of $14,051.00.

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……$3,000.00

SECTION 4.

Funds in the amount of $17,051.00, for the contract and contingencies, shall be from account 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.

Docusign Envelope ID: ECD5E34E-CC87-49FB-BF59-4EED42790744

SECTION 6.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: October 15, 2024

BY: Roger Gomez
MEMBER OF CITY COUNCIL

APPROVED: Mark Cliff
DocuSigned by:
B7A4E51823AB462...
PRESIDENT OF CITY COUNCIL

ATTESTED BY: _____
Signed by:
330E90D300E24F8...
DEPUTY CITY CLERK

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

EVALUATION TABULATION

IFB No. 24-102 (HUAN01)

Concrete Improvements - 200 Block West 3rd Street

RESPONSE DEADLINE: October 3, 2024 at 10:00 am
Report Generated: Thursday, October 3, 2024

VENDOR TOTALS

Vendor	Total
Doug Vaughn, LLC	$14,051.00
Balance Concrete LLC	$17,879.20
A 5 Construction	$18,427.00
Lucky Dog Contracting	$19,363.50
Nunez Construction, Inc	$19,767.00
Cedar Ridge Landscape, Inc	$20,422.50
Wicked Outlaw Construction	$23,244.00
American Dirt Contractors, LLC	$28,934.00
Pyramid Construction, Inc.	$39,003.75
KECI Civil, Inc.	$63,216.00

BASE BID (Table 1 of 2)

Base Bid					A 5 Construction		American Dirt Contractors, LLC		Balance Concrete LLC		Cedar Ridge Landscape, Inc		Doug Vaughn, LLC	
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 CURB & GUTTER	104	LF	$9.00	$936.00	$20.50	$2,132.00	$6.50	$676.00	$7.00	$728.00	$5.00	$520.00
X	2	REMOVE ASPHALT ROADWAY PATCH	208	SF	$4.00	$832.00	$6.00	$1,248.00	$3.00	$624.00	$2.25	$468.00	$2.00	$416.00
X	3	REMOVE CONCRETE	539	SF	$4.00	$2,156.00	$6.00	$3,234.00	$4.00	$2,156.00	$2.00	$1,078.00	$2.00	$1,078.00
X	4	CONSTRUCT CURB AND GUTTER	42	LF	$38.00	$1,596.00	$31.50	$1,323.00	$30.00	$1,260.00	$40.00	$1,680.00	$29.00	$1,218.00
X	5	CONSTRUCT CURB HEAD	65	LF	$22.00	$1,430.00	$29.00	$1,885.00	$19.20	$1,248.00	$22.00	$1,430.00	$20.00	$1,300.00
X	6	CONSTRUCT 6" CONCRETE	290	SF	$11.00	$3,190.00	$22.00	$6,380.00	$9.60	$2,784.00	$13.00	$3,770.00	$7.75	$2,247.50
X	7	CONSTRUCT 4" CONCRETE	249	SF	$8.00	$1,992.00	$18.00	$4,482.00	$8.80	$2,191.20	$9.50	$2,365.50	$6.50	$1,618.50
X	8	CONSTRUCT ASPHALT ROADWAY PATCH	208	SF	$8.50	$1,768.00	$10.00	$2,080.00	$10.00	$2,080.00	$9.00	$1,872.00	$9.00	$1,872.00
X	9	INSTALL 2" PVC CLEANOUT	1	EA	$250.00	$250.00	$350.00	$350.00	$110.00	$110.00	$1,500.00	$1,500.00	$400.00	$400.00

Base Bid					A 5 Construction		American Dirt Contractors, LLC		Balance Concrete LLC		Cedar Ridge Landscape, Inc		Doug Vaughn, LLC	
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	INSTALL 2" PVC PIPE (SCH 40)	88	LF	$6.00	$528.00	$18.75	$1,650.00	$16.00	$1,408.00	$22.00	$1,936.00	$12.00	$1,056.00
X	11	RELOCATE HANDICAP SIGNS	3	EA	$150.00	$450.00	$250.00	$750.00	$114.00	$342.00	$150.00	$450.00	$25.00	$75.00
X	12	INSTALL CLASS 6" BASE MATERIAL (PLACE AND COMPACT)	1	TON	$50.00	$50.00	$220.00	$220.00	$60.00	$60.00	$60.00	$60.00	$50.00	$50.00
X	13	TRAFFIC CONTROL	1	LS	$1,500.00	$1,500.00	$2,500.00	$2,500.00	$2,340.00	$2,340.00	$1,800.00	$1,800.00	$1,200.00	$1,200.00
X	14	MOBILIZATION	1	LS	$1,250.00	$1,250.00	$350.00	$350.00	$450.00	$450.00	$785.00	$785.00	$800.00	$800.00
X	15	EROSION AND SEDIMENT CONTROL	1	LS	$499.00	$499.00	$350.00	$350.00	$150.00	$150.00	$500.00	$500.00	$200.00	$200.00
Total						$18,427.00		$28,934.00		$17,879.20		$20,422.50		$14,051.00

BASE BID (Table 2 of 2)

Base Bid					KECI Civil, Inc.		Lucky Dog Contracting		Nunez Construction, Inc		Pyramid Construction, Inc.		Wicked Outlaw Construction	
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 CURB & GUTTER	104	LF	$25.00	$2,600.00	$10.00	$1,040.00	$3.25	$338.00	$13.50	$1,404.00	$11.00	$1,144.00
X	2	REMOVE ASPHALT ROADWAY PATCH	208	SF	$12.00	$2,496.00	$2.50	$520.00	$3.00	$624.00	$4.00	$832.00	$3.00	$624.00
X	3	REMOVE CONCRETE	539	SF	$10.00	$5,390.00	$2.50	$1,347.50	$3.50	$1,886.50	$6.50	$3,503.50	$3.00	$1,617.00
X	4	CONSTRUCT CURB AND GUTTER	42	LF	$80.00	$3,360.00	$42.00	$1,764.00	$37.00	$1,554.00	$65.00	$2,730.00	$30.00	$1,260.00
X	5	CONSTRUCT CURB HEAD	65	LF	$40.00	$2,600.00	$12.00	$780.00	$13.00	$845.00	$50.00	$3,250.00	$14.00	$910.00
X	6	CONSTRUCT 6" CONCRETE	290	SF	$25.00	$7,250.00	$10.00	$2,900.00	$8.25	$2,392.50	$10.00	$2,900.00	$10.00	$2,900.00
X	7	CONSTRUCT 4" CONCRETE	249	SF	$20.00	$4,980.00	$8.00	$1,992.00	$7.00	$1,743.00	$9.25	$2,303.25	$7.00	$1,743.00
X	8	CONSTRUCT ASPHALT ROADWAY PATCH	208	SF	$28.00	$5,824.00	$10.00	$2,080.00	$8.00	$1,664.00	$9.50	$1,976.00	$12.00	$2,496.00
X	9	INSTALL 2" PVC CLEANOUT	1	EA	$125.00	$125.00	$500.00	$500.00	$500.00	$500.00	$550.00	$550.00	$324.00	$324.00

Base Bid					KECI Civil, Inc.		Lucky Dog Contracting		Nunez Construction, Inc		Pyramid Construction, Inc.		Wicked Outlaw Construction	
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	INSTALL 2" PVC PIPE (SCH 40)	88	LF	$57.00	$5,016.00	$25.00	$2,200.00	$15.00	$1,320.00	$25.00	$2,200.00	$52.00	$4,576.00
X	11	RELOCATE HANDICAP SIGNS	3	EA	$500.00	$1,500.00	$225.00	$675.00	$600.00	$1,800.00	$340.00	$1,020.00	$200.00	$600.00
X	12	INSTALL CLASS 6" BASE MATERIAL (PLACE AND COMPACT)	1	TON	$75.00	$75.00	$65.00	$65.00	$100.00	$100.00	$85.00	$85.00	$50.00	$50.00
X	13	TRAFFIC CONTROL	1	LS	$5,000.00	$5,000.00	$1,500.00	$1,500.00	$2,500.00	$2,500.00	$6,750.00	$6,750.00	$2,000.00	$2,000.00
X	14	MOBILIZATION	1	LS	$12,000.00	$12,000.00	$1,500.00	$1,500.00	$1,500.00	$1,500.00	$5,000.00	$5,000.00	$1,000.00	$1,000.00
X	15	EROSION AND SEDIMENT CONTROL	1	LS	$5,000.00	$5,000.00	$500.00	$500.00	$1,000.00	$1,000.00	$4,500.00	$4,500.00	$2,000.00	$2,000.00
Total						$63,216.00		$19,363.50		$19,767.00		$39,003.75		$23,244.00

VENDOR QUESTIONNAIRE PASS/FAIL

Question Title	A 5 Construction	American Dirt Contractors, LLC	Balance Concrete LLC	Cedar Ridge Landscape, Inc	Doug Vaughn, LLC	KECI Civil, Inc.	Lucky Dog Contracting	Nunez Construction, Inc	Pyramid Construction, Inc.	Wicked Outlaw Construction
BID GUARANTEE	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
CONFIRMATION OF UNDERSTANDING AND OFFER	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
NAME, TITLE, AND CONTACT INFORMATION	Pass	Pass	Pass	Pass	Pass		Pass	Pass	Pass	Pass
ACKNOWLEDGEMENTS										
AFFIRMATIVE ACTION PLAN REQUIREMENT:	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
INSURANCE REQUIREMENTS	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
COLORADO LABOR REQUIREMENT:	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
SALES AND/OR USE TAX INFORMATION	Pass	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	Pass
Convicted under state or federal statutes	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
Convicted under state or federal antitrust statutes	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
Failed to perform	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
Suspension or Debarment	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
Unqualified	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass

Question Title	A 5 Construction	American Dirt Contractors, LLC	Balance Concrete LLC	Cedar Ridge Landscape, Inc	Doug Vaughn, LLC	KECI Civil, Inc.	Lucky Dog Contracting	Nunez Construction, Inc	Pyramid Construction, Inc.	Wicked Outlaw Construction
Unlicensed	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
Delinquent	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
Confirmation	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass

Docusign Envelope ID: ECD5E34E-CC87-49FB-BF59-4EED42790744

City Clerk's Office Item # M12

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: October 15, 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 $8,425.29 WITH PARKER EXCAVATING, INC. FOR EMERGENCY SANITARY SEWER POINT REPAIR AT 2911 COUNTRY CLUB DR., PROJECT NO. 24-033 (WWAN03) AND APPROVING THE PURCHASING AGENT'S EXECUTION OF THE SAME

SUMMARY:

This Resolution ratifies and approves award of a construction contract to Parker Excavating, Inc. for emergency sanitary sewer point repairs at 2911 Country Club Dr.

PREVIOUS COUNCIL ACTION:

None

BACKGROUND:

While the Wastewater Department collection crew was performing a routine inspection in the sewer main near 2911 Country Club Dr., they discovered the pipe on the downstream side of the manhole was disconnected, which created a large void and the manhole trough was completely missing. An emergency repair was performed to remove and replace the defective manhole and repair the defective pipe segment to prevent further deterioration of the pipe and possible blockage of the sewer main.

The repair work was performed under the Sanitary Sewer Point Repair multi-year contract under which two contractors were qualified via competitive bid. An estimate was prepared, and Parker Excavating was the lowest bidder and accepted the work.

The cost breakdown for the project is as follows:

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Sanitary Sewer Replacement-related			
Total:	$	7,893.00	94%
6%Surface Improvement Related			
Total:	$	532.29	6%
Grand Total	$	8,425.29	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. 24-033 (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. 10-15-24 2911 Country Club Dr Emergency Point Repair Attachment

Docusign Envelope ID: ECD5E34E-CC87-49FB-BF59-4EED42790744

RESOLUTION NO. 15787

A RESOLUTION RATIFYING AN EMERGENCY CONSTRUCTION CONTRACT IN THE AMOUNT OF $8,425.29 WITH PARKER EXCAVATING, INC. FOR EMERGENCY SANITARY SEWER POINT REPAIR AT 2911 COUNTRY CLUB DR., PROJECT NO. 24-033 (WWAN03) AND APPROVING THE PURCHASING AGENT'S EXECUTION OF THE SAME

WHEREAS, an emergency sanitary sewer repair was authorized by the Mayor in accordance with Section 1-10-5 of the Pueblo Municipal Code; and

WHEREAS, the point repair work was awarded to Parker Excavating, Inc., under the 2024-2026 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 2911 Country Club Dr. with Parker Excavating, Inc., Project No. 24-033 (WWAN03) awarded to said bidder in the amount of $8,425.29.

SECTION 2.

Funds for Project 24-033 (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.

Docusign Envelope ID: ECD5E34E-CC87-49FB-BF59-4EED42790744

SECTION 5.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: October 15, 2024

BY: Roger Gomez
MEMBER OF CITY COUNCIL

APPROVED: DocuSigned by: Mark Cliff B7A4F51823AB482...
PRESIDENT OF CITY COUNCIL

ATTESTED BY: Signed by: 330F90D300E24F8...
DEPUTY CITY CLERK

2024-2026 Emergency Sanitary Sewer Point Repair					2911 Country Club Dr	
Date 6/17/2024					**Miller Pipeline, LLC**	**Parker Excavating, Inc.**
Project Number: 24-033 (WWAN03)						
Item	**Description**	**Estimated**				
1	Remove and Replace 8” PVC Less than 10’ Deep	1-20	LF	15	$ 3,750.00	$ 2,250.00
		21-100	LF		$ -	$ -
		>100	LF		$ -	$ -
2	Remove and Replace 8” PVC More than 10’ Deep	1-20	LF		$ -	$ -
		21-100	LF		$ -	$ -
		>100	LF		$ -	$ -
3	Remove and Replace 10” PVC Less than 10’ Deep	1-20	LF		$ -	$ -
		21-100	LF		$ -	$ -
		>100	LF		$ -	$ -
4	Remove and Replace 10” PVC More than 10’ Deep	1-20	LF		$ -	$ -
		21-100	LF		$ -	$ -
		>100	LF		$ -	$ -
5	Remove and Replace 12” PVC Less than 10’ Deep	1-20	LF		$ -	$ -
		21-100	LF		$ -	$ -
		>100	LF		$ -	$ -
6	Remove and Replace 12” PVC More than 10’ Deep	1-20	LF		$ -	$ -
		21-100	LF		$ -	$ -
		>100	LF		$ -	$ -
7	Remove and Replace 15” PVC Less than 10’ Deep	1-20	LF		$ -	$ -
		21-100	LF		$ -	$ -
		>100	LF		$ -	$ -
8	Remove and Replace 15” PVC More than 10’ Deep	1-20	LF		$ -	$ -
		21-100	LF		$ -	$ -
		>100	LF		$ -	$ -
9	Remove and Replace 4” Service Tap Less than 10’ Deep	1-20	LF		$ -	$ -
		21-100	LF		$ -	$ -
		>100	LF		$ -	$ -
10	Remove and Replace 4” Service Tap More than 10’ Deep	1-20	LF		$ -	$ -
		21-100	LF		$ -	$ -
		>100	LF		$ -	$ -
11	Remove and Replace 6” Service Tap Less than 10’ Deep	1-20	LF		$ -	$ -
		21-100	LF		$ -	$ -
		>100	LF		$ -	$ -
12	Remove and Replace 6” Service Tap More than 10’ Deep	1-20	LF		$ -	$ -
		21-100	LF		$ -	$ -
		>100	LF		$ -	$ -
13	Asphalt Patch – 4” HMA on 4” Class 6 ABC For 8" and 10" Pipe	1-20	LF		$ -	$ -
		21-100	LF		$ -	$ -
		>100	LF		$ -	$ -
14	Asphalt Patch – 5” HMA on 6” Class 6 ABC For 8” and 10” Pipe	1-20	LF		$ -	$ -
		21-100	LF		$ -	$ -
		>100	LF		$ -	$ -
15	Asphalt Patch – 4” HMA on 4” Class 6 ABC For 12" and 15" Pipe	1-20	LF		$ -	$ -
		21-100	LF		$ -	$ -
		>100	LF		$ -	$ -
16	Asphalt Patch – 5” HMA on 6” Class 6 ABC For 12" and 15" Pipe	1-20	LF		$ -	$ -
		21-100	LF		$ -	$ -
		>100	LF		$ -	$ -
17	Remove and Replace 7” Reinforced Concrete	1-20	SF		$ -	$ -
		21-100	SF		$ -	$ -
		>100	SF		$ -	$ -
18	Remove and Replace 6” Reinforced Concrete	1-20	SF		$ -	$ -
		21-100	SF		$ -	$ -
		>100	SF		$ -	$ -
19	Remove and Replace 4” Concrete	1-20	SF		$ -	$ -
		21-100	SF		$ -	$ -
		>100	SF		$ -	$ -
20	Remove and Replace Standard Curb and Gutter	1-20	LF		$ -	$ -
		21-100	LF		$ -	$ -
		>100	LF		$ -	$ -

21	Install or Remove and Replace 6" Curb Head	1-20	LF		$	-	$	-
		21-100	LF		$	-	$	-
		>100	LF		$	-	$	-
22	Install Extra Lean Concrete (FlowFill)	1-20	CY		$	-	$	-
		21-100	CY		$	-	$	-
		>100	CY		$	-	$	-
23	Class 6 Base Course for Gravel Surfaced Alleys	TN		10	$	400.00	$	330.00
24	Remove Camera/Cleaning Head/Tap Cutter	HR			$	-	$	-
25	Remove and Replace 48” Diameter Manhole	EA		1	$	5,000.00	$	4,280.00
26	Remove and Replace 60” Diameter Manhole	EA			$	-	$	-
27	Reinstate Services - 4"	EA			$	-	$	-
28	Reinstate Services - 6"	EA			$	-	$	-
29	Mobilization	LS		1	$	1,750.00	$	1,725.00
				Total	$	10,900.00	$	8,585.00
				With Contingency	$	13,080.00	$	10,302.00

CONTRACT CHANGE ORDER

CITY OF PUEBLO DEPARTMENT OF PUBLIC WORKS

Project Number : 24-033 (WWAN03) Change Order No. : ONE 9/10/2024

Project Name : 2024, 2025 and 2026 Sanitary Sewer Point Repair
2911 Country Club Dr

Contractor : PARKER EXCAVATING INC.
1428 Stockyard Rd., Pueblo, CO 81001

You are hereby requested to comply with the following changes from the plans & specifications:

Bid Item No.	Description of Changes	Decrease Contract By	Increase Contract By
1	REMOVE & REPLACE 8" PVC PIPE <10' DEEP (21-100LF)	($750.00)	
2	CLASS 6 BASE COURSE FOR GRAVEL SURFACED ALLEYS		$202.29
5	REINSTATE SERVICE		$388.00
	TOTAL (Decrease) / Increase	($750.00)	$590.29

Net Adjustment This Change Order	$	(159.71)
Amount of Previous Change Order(s)	$	0.00
Original Contract Amount	$	8,585.00
Total Adjusted Contract Amount To Date	$	8,425.29

Reason For Change: Actual Field Quantities.

The time provided for completion of the contract is changed by 0 calendar days.
This document shall become an amendment to the contract and all provisions of the contract apply hereto.

Prepared by: _____ Date:_____
Wastewater Civil Engineer

Reviewed by: _____ Date:_____
Wastewater Engineering Manager

Accepted by: _____ Date:_____
Contractor's Representative

If this Change Order causes an increase from the original contract price, signed approval by the Director constitutes representation that lawful appropriations are sufficient to cover such increase.

Approved by: _____ Date:_____
Director of Wastewater

FORM CO100.1299

24-033 (WWAN03)
2024-2026 Emergency Sanitary Sewer Point Repair
2911 Country Club Dr



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Background Paper for Proposed Resolution

COUNCIL MEETING DATE: October 15, 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 MASTER CONTRACTS FOR PROFESSIONAL CIVIL GEOTECHNICAL ENGINEERING CONSULTING SERVICES BETWEEN PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND KUMAR & ASSOCIATES, INC., ROCKSOL CONSULTING GROUP, INC., AND GEOCAL, INC., FOR PROJECT NO. 24-059 GEOTECHNICAL AND MATERIALS TESTING SERVICES AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

SUMMARY:

This Resolution approving Master Contracts for Professional Civil Geotechnical Engineering Consulting Services between Pueblo, A Colorado Municipal Corporation, and Kumar & Associates, Inc., RockSol Consulting Group, Inc., and Geocal, Inc., for Project No. 24-059 Geotechnical and Materials Testing Services. This Resolution establishes an approved list of qualified geotechnical and materials testing consultants to perform services for three years, and during renewal of the agreement for two successive one-year periods after the initial term.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The City has requested proposals from qualified engineering firms to assist the City with on-call services for geotechnical and material testing services as it relates to geotechnical engineering of foundations, retaining walls, pavement design, soil analysis and testing, concrete and asphalt pavement testing, detailed engineering design, and inspection. The City intends to issue contracts on an as-needed basis for maintenance and capital improvement projects to include preliminary investigation, permitting, design, assisting the City with bidding, construction management, inspection, and certification. The work for each project under this Agreement will vary in scope and

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complexity. Services shall include all personnel, supervision, management, labor, tools, equipment, materials, and travel necessary to perform these services, with reimbursable expenses to be agreed upon prior to initiation of projects.

A total of ten proposals were received, and three firms were selected based on their initial submittals to receive future Request for Proposals to perform geotechnical and material testing services for City projects. This Resolution authorizes contracts under 24-059 Geotechnical and Materials Testing Services and will provide both competitive bid cost controls and rapid response capability by creating a list of qualified consultants.

No minimum amount of work is guaranteed under these agreements. For each on-call service request, the City will develop a complete scope of work and require the consultants to provide a not-to-exceed amount (limit) based on their hourly fee rate, and a delivery schedule for services of each specific project assigned under this Agreement. The most advantageous proposal to the City, and in the best interest of the City, shall be determined based on the evaluation criteria set forth in the Request for Proposals.

Request for services shall be initiated and documented by a written work order agreement ("Work Order" with sample attached as Schedule 3). The Work Order shall set forth the work to be performed, the time for completion and the compensation, including maximum compensation, for performance of such work.

FINANCIAL IMPLICATIONS:

Funding for these Projects will come from the associated project account.

BOARD/COMMISSION RECOMMENDATION:

Not Applicable to this Resolution.

STAKEHOLDER PROCESS:

Not Applicable to this Resolution.

ALTERNATIVES:

Denial of this Resolution will result in the City being unable to proceed with the agreements.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 24-059 Draft Geocal Agmt Geotechnical_and_Materials_Testing
2. 24-059 Draft RockSol Agmt Geotechnical_and_Materials_Testing
3. 24-059 Draft Kumar Agmt Geotechnical_and_Materials_Testing

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RESOLUTION NO. 15788

A RESOLUTION APPROVING MASTER CONTRACTS FOR PROFESSIONAL CIVIL GEOTECHNICAL ENGINEERING CONSULTING SERVICES BETWEEN PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND KUMAR & ASSOCIATES, INC., ROCKSOL CONSULTING GROUP, INC., AND GEOCAL, INC., FOR PROJECT NO. 24-059 GEOTECHNICAL AND MATERIALS TESTING SERVICES AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The Master Contracts for Professional Civil Geotechnical Engineering Consulting Services ("Contracts") between Pueblo, A Colorado Municipal Corporation, and Kumar & Associates, Inc., RockSol Consulting Group, Inc., and Geocal, Inc., for Project No. 24-059 Geotechnical and Materials Testing Services, copies of which are attached hereto, having been approved as to form by the City Attorney, are hereby approved.

SECTION 2.

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

SECTION 3.

The officers and staff of the City of Pueblo are authorized to perform any and all acts consistent with the intent of this Resolution and the contract to implement the policies and procedures described therein. Work Orders under these agreements shall only be approved upon written approvals of the Director of Purchasing and the Director of Finance that a balance of appropriation exists for the Work Order and funds are available. The Director of Purchasing is authorized to approve a Work Order which is determined to be most advantageous to the City and in the best interest of the City based upon the submitted hourly fee rates and delivery time for geotechnical and materials testing services of each specific project which may be assigned under the Agreements.

Docusign Envelope ID: ECD5E34E-CC87-49FB-BF59-4EED42790744

SECTION 5.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: October 15, 2024

BY: Roger Gomez
MEMBER OF CITY COUNCIL

APPROVED: DocuSigned by: Mark Cliff B7A4F51823AB462...
PRESIDENT OF CITY COUNCIL

ATTESTED BY: Signed by: 330E90D300E24F8...
DEPUTY CITY CLERK

DRAFT MASTER CONTRACT

BY AND BETWEEN CITY OF PUEBLO AND

GEOCAL, INC

24-059

GEOTECHNICAL AND MATERIALS TESTING SERVICES

DRAFT MASTER CONTRACT BY AND BETWEEN CITY OF PUEBLO AND GEOCAL, INC

1. INTRODUCTION

THIS CONTRACT (“Contract”) made and entered this _____ day of _____, 20____, by and between the City of Pueblo, a Municipal Corporation located at P.O. Box 1427, Pueblo, Colorado, 81001 (hereinafter referred to as “City”) and Geocal, Inc., a Colorado Corporation, located at 7290 S. Fraser Street, Centennial, CO, 80112 (hereinafter referred to as "Consultant"), WITNESSETH:

2. RECITALS

A. The City solicited competitive proposals for Bid 24-059 Geotechnical and Materials Testing Services to provide professional civil geotechnical engineering consulting and related services for future Public Works Public Improvement and other projects on an as needed basis (hereinafter referred to as the "RFP").

B. In response to the RFP, Consultant submitted a proposal (hereinafter referred to as "Response").

C. City has evaluated all Responses submitted and selected Consultant to perform professional consulting for various anticipated projects.

NOW, THEREFORE, in consideration of the foregoing Recitals and mutual covenants, City and Consultant agree as follows:

3. ENGAGEMENT

A. City engages Consultant and Consultant accepts such engagement to perform the services set forth in this Contract and the standard forms of Agreement for Professional Engineering Services (“Engineering Agreement Form”) and the standard form Agreement for Professional Services (“Consultant Agreement Form”), collectively hereinafter referred to as “Approved Forms of Agreement”, execution of which will be required for each Project as may be directed by the City. A copy of the Agreements are attached hereto and labelled respectively as Exhibit A and Exhibit B.

B. Anticipated Projects (hereinafter referred to as the "Projects") may include the Scope of Services for each Agreement for any Project and shall be consistent with and meet following requirements:

1. The Scope of Services for each Agreement for any Project shall be consistent with and meet following requirements of the Scope of Service attached as Schedule 1.

C. City may, or may not, in its sole and absolute discretion undertake any of the Projects. Upon written direction from City requesting Consultant to undertake a project, the Consultant shall prepare a specific Scope of Service, fee schedule (based upon Schedule 2 to this Contract, attached hereto and incorporated herein) ("Fee Schedule"), and work schedule ("Work Schedule") necessary to complete the project.

D. After mutual approval of the Scope of Service, Fee Schedule and maximum compensation, and Work Schedule, the City will incorporate such agreed upon terms into the applicable Consultant Agreement, which shall be executed by Consultant.

E. After execution of such agreement by Consultant, City will submit same to City Council of City for approval and any such agreement shall be subject to and conditioned upon City Council approval.

F. In addition to the Scope of Work set forth above and to be performed in accordance with a Consultant Agreement, City may request services on an as needed basis. Requests for such services shall be initiated and documented by a written work order agreement ("Work Order") signed by the City's Director of Public Works and approved by the City's Director of Finance and Director of Purchasing. A Work Order shall set forth the work to be performed, the time for completion, and the compensation, including that the maximum compensation is not to exceed $10,000.00 for performance of such work, and shall otherwise be in substantially the same form as Schedule 4 attached hereto and incorporated herein. Said compensation shall be approved as provided in Section 2G of this Contract. The work to be performed under any Work Order shall be detailed in such order and shall be subject to all terms and conditions of this Contract and the Consultant Agreement attached as Appendix A, as if the latter had been fully executed by the parties for such work to be performed. The maximum sum under Section 5 of the Consultant Agreement shall, for the purposes of the work to be performed, be the maximum compensation set forth in the Work Order and approved pursuant to Section 2G of this Contract. All such services shall include all usual and customary professional services necessary for such work to be performed.

G. When requested by City, Consultant shall prepare without charge to City a bid amount for any proposed Work Order ("Work Order Compensation") requested under Section 2F which shall be based upon the fee schedule set forth in Schedule 2 and shall itemize compensation amounts and include the maximum compensation amount necessary for completion and performance of all work set forth in the Work Order. Should City have any dispute, question, required clarification, or other issue with respect to the Work Order Compensation, Consultant shall meet and confer in good faith with City to resolve such issue. No Work Order shall be signed and issued by the City's Planning Director unless and until City approves the Work Order

Compensation. No Work Order shall be approved for which the maximum compensation exceeds $10,000.00.

H. No minimum amount of work is guaranteed under this Contract. City reserves the right to engage and/or contract with other parties to perform services which otherwise might be requested under this Contract.

4. TERM

A. This Contract is for a term of three (3) years commencing _____ day of _____, 20____. The term of this Contract may be extended for two (2) additional one (1) year periods upon mutual written notice/agreement of City and Consultant.

B. In the event the City exercises the provision to extend the Contract after the initial term, adjustments in the Fee Schedule set forth in Schedule 2 shall be permitted. Such adjustment shall be calculated based upon the most current annual percentage change in the DOL CPI-W index for Denver-Aurora-Lakewood Colorado available during the date of adjustment; provided, however, in no event will the adjustment be greater than three percent (3%).

C. This Contract may be terminated by the City at any time, without cause or liability, upon thirty (30) days prior written notice given to the Consultant specifying the date of termination, provided, however, that the termination of this Contract shall not terminate or be deemed to terminate any existing Agreements executed by and between the parties with respect to any specified Project.

5. GENERAL COVENANTS

Consultant covenants that it is:

A. Competent and qualified to perform; and will perform the services and work contemplated by this Contract, the Agreement(s), and the Work Orders in a professional manner to the satisfaction of the City.

B. Familiar with the regulations and requirements of the Minimum Qualifications as stated in the RFP with respect to the services and work contemplated by this Contract and the Agreement(s) and will perform such services and work in compliance therewith.

6. SPECIFIC COVENANTS

Consultant covenants that, during the performance of this Contract and any Agreements for a specified Project, Consultant will:

A. Comply with all Federal and State statutes and regulations relating to nondiscrimination in federally assisted programs.

B. Comply with all other laws, regulations, and requirements for applicable Federal, State, local, and grant funded Projects.

7. RECORDS AND DATABASE

Consultant shall maintain a cost accounting system acceptable to City. The City shall have access to any books, documents, papers, and records of the Consultant that are directly pertinent or relate to this Contract or any Agreements for a specified Project, for the audit purposes, examination, inspection, excerpts, and transcription. The Consultant shall maintain such records for three (3) years after City makes final payments to Consultant and all pending matters are closed. Consultant shall prepare and maintain an electronic database (compatible with AutoCAD) that accurately represents all existing and future civil infrastructure for all Projects completed under this Contract and any Agreements for a specified Project.

8. RIGHTS TO INVENTIONS

Plans, drawings, designs, specifications, inventions, reports and all other documents and materials generated under this Contract, any Agreements, and/or any Work Orders for a specified Project shall become the sole property of City, subject to applicable federal grant requirements, and City shall be vested with all rights therein of whatever kind and however created, whether by common law, statute, or equity. Consultant shall retain sole ownership of pre-existing proprietary property, including but not limited to, computer programs, software, diagrams, and models.

9. INSURANCE AND INDEMNITY

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

B. The minimum insurance coverage which Consultant shall obtain and keep in force is as follows:

1. Workers' Compensation Insurance complying with statutory requirements in Colorado and in any other state or states where the work is performed.The Workers' Compensation Insurance policy shall contain an endorsement waiving subrogation against the City.

2. Commercial General Liability Insurance. The Consultant shall secure and maintain during the period of this Contract and for such additional time as work on the project is being performed, Commercial General Liability Insurance issued to and covering the liability of the Consultant with respect to all work performed by him and all his subcontractors under the Contract, to be written on a comprehensive policy form. This insurance shall be written in amounts not less than $1,000,000 for each occurrence and aggregate for personal injury including death and bodily injury and $1,000,000 for each occurrence and aggregate for

property damage. This policy of insurance shall name the City of Pueblo, its agents, officers, and employees as additional insureds. This policy shall have all necessary endorsements to provide coverage without exclusion for explosion and collapse hazards, underground property damage hazard, blanket contractual coverage, as well as Owner's and Contractor's Protective Liability (OCP) coverage. The policy shall also provide coverage for contractual liability assumed by Consultant under the provisions of the Contract, and "Completed Operations and Projects Liability" coverage.

3. Professional Liability Insurance with coverage of not less than $1,000,000 and in a form and with a deductible acceptable to City.

4. Comprehensive Automobile Liability Insurance. The Consultant shall procure and maintain during the period of the Contract and for such additional time as work on the project is being performed, Comprehensive Automobile Liability Insurance. This insurance shall be written with limits of liability for and injury to one person in any single occurrence of not less than $350,000 and for any injury to two or more persons in any single occurrence of not less than $1,000,000. This insurance shall include uninsured/underinsured motorist coverage and shall protect the Consultant from any and all claims arising from the use both on and off the site of the project of automobiles, trucks, tractors, backhoes, and similar equipment whether owned, leased, hired, or used by Consultant.

C. Consultant shall furnish to City a certificate or certificates of insurance showing compliance with this Section. Consultant shall obtain a special endorsement from its insurance carrier that provides that the insurance shall not be changed or cancelled until ten (10) days after written notice has been given to City and provide a copy of such endorsement to City. Consultant shall immediately notify City of any substantial change in, or cancellation, or non-renewal of any such insurance.

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

E. Additional insurance may be required based on the funding of each Agreement or Work Order as outlined in Sections 6.16 and 6.17 of the Request for Proposal (RFP).

10. CERTIFICATIONS

A. Neither Consultant nor any of its principals are presently, or at the time of execution of any Agreements for a specified Project, debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Contract or in any such subsequent Agreements for a specified Project by any entity or agency. Consultant will include this clause in all lower tier transactions, solicitations, proposals, contracts, subcontracts, and agreements.

B. Consultant is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representatives and that it will comply with the Department of Transportation trade restriction regulations 49 CFR Part 30. Consultant will include this clause and other clauses required by said trade restriction regulations in all lower tier transactions, solicitations, proposals, contracts. subcontracts, and agreements.

11. NOTICES

Any and all notices or other communications required or permitted by this Agreement or by law to be served on or given to either the City or the Consultant by the other party shall be in writing and shall be deemed duly served and given when personally delivered to the party to whom it is directed, or in lieu of such personal service when deposited in the United States mail, first-class postage prepaid, addressed to the City of Pueblo, Department of Public Works, Attn: Andrew Hayes, Director, 211 E. D Street, Pueblo, CO, 81003; or to the Consultant, Geocal, Inc., Attn: Nur Hossain, Principal, 7290 S. Fraser Street, Centennial, CO, 80112. Either party may change their address for the purpose of this paragraph by giving written notice of such change to the other party in the manner provided in this paragraph.

12. FINANCIAL OBLIGATIONS OF CITY

All financial obligations of the City under this Contract and any Agreements for a specified Project in any subsequent fiscal year of the City are subject to, and contingent upon, funds being specifically budgeted and appropriated for such purposes (Projects). This Contract is expressly made subject to the limitations of the Colorado Constitution. Nothing herein shall constitute, nor be deemed to constitute, the creation of a debt or multi-year fiscal obligation or an obligation of future appropriations by the City of Pueblo, contrary to Article X, § 20 Colorado Constitution or any other constitutional, statutory, or charter debt limitation. Notwithstanding any other provision of this Contract and any Agreements for a specified Project, with respect to any financial obligation of the City which may arise under this Contract in any fiscal year after 2024, in the event the budget or other means of appropriations for any such year fails to provide funds in sufficient amounts to discharge such obligation, such failure shall not constitute a default or breach of this Contract or any Agreements for a specified Project by the City, and the City may terminate this Contract or any Agreements for a specified Project without liability.

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

A. Consultant understands that City may be funding the Project in whole or part with funds provided by CDOT, FHWA, ARPA, other Federal/State funds, other grants/funds as deemed appropriate and available for the project work. Consultant agrees it is subject to and shall comply with all applicable provisions of all applicable Federal, State, and local standards, orders, and regulations for which the award has been made and applicable regulations.

B. Consultant shall comply with the attached Colo. Dept. of Transportation (CDOT) and FHWA Funding Requirements and Special, State, Federal, and Grant Funding Requirements attached as Exhibit D.

C. All records with respect to any matters covered by this Contract and any subsequent Agreements shall be available for inspection by City, CDOT, FHWA, ARPA, and any other Federal, State, and/or grant funding agency at any time during normal business hours and as often as agencies deem necessary, to audit, examine and make excerpts or transcripts of relevant information, and otherwise to perform its official functions or duties.

14. MISCELLANEOUS

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

B. This Contract contains the entire agreement between the City and Consultant and incorporates all prior written and oral understandings and agreements between the parties.

C. This Contract may only be modified or amended by written instrument signed by both City and Consultant.

D. This Contract shall be binding upon and inure to the benefit of City and Consultant and their respective successors and assigns, provided, however, Consultant shall not assign this Contract, Agreements for a specific Project, or any interest herein without the prior written consent of City.

15. IMMIGRATION REFORM AND CONTROL ACT OF 1986

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

16. PERA LIABILITY

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

17. EXHIBITS

The following Exhibits are attached to and made a part of this Contract:

Exhibit A – Professional Engineering Services Agreement Template
Exhibit B – Professional Consulting Services Agreement Template
Exhibit C – Work Order Form
Exhibit D - Funding Requirements
Schedule 1 - Scope of Services
Schedule 2 - Fee Schedule
Schedule 3 - Identification of Personnel, Subcontractors, and Task Responsibility

18. ELECTRONIC SIGNATURE

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

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

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

CITY OF PUEBLO, A MUNICIPAL CORPORATION

By_____
Naomi Hedden, Director of Purchasing

Attest_____
Marisa Stoller, City Clerk

[SEAL]

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

_____
Danny Nunn, Interim Finance Director

GEOCAL, INC.

By_____
Nur Hossain, Principal

APPROVED AS TO FORM
DEPARTMENT OF LAW

_____
Robert P. Jagger, Deputy City Attorney

Attachments: Exhibits A – D, Schedules 1 – 3, and Additional Information for Contract

Exhibit A

Agreement for Professional Engineering Services
City's Standard Form of Agreement for Engineering Services

Note: Future Agreements for Engineering Services provided to City by Consultant shall remain consistently in the same manner and form for projects assigned for Bid 24-059. City and Consultant may update the form of Agreement for each Project as assigned and upon mutual agreement of City and Consultant. City and Consultant may update sections of the following agreement due to updates in regulations, requirements, etc. upon mutual agreement of City and Consultant.

1. INTRODUCTION

THIS AGREEMENT ("Agreement") made and entered this _____ day of _____, 20____, by and between the City of Pueblo, a Municipal Corporation (hereinafter referred to as "City") and _____NAME OF CONSULTANT_____, a _____CORPORATION LLC etc._____ (hereinafter referred to as "Consultant") a professional engineering firm, for engineer to render certain professional planning, design, engineering, and related services for City in connection with Bid _____, hereinafter referred to as the "Project." In consideration of the mutual covenants hereinafter set forth, the parties agree as follows:
Consultant shall satisfactorily perform professional engineering services for all phases of Project indicated below by mark placed in the appropriate box or boxes:

[ ] - Study and Report Phase
[ ] - Preliminary Design (Schematic) Phase
[ ] - Final Design Phase
[ ] - Construction Documents and Bidding Phase
[ ] - Construction Phase

A. Upon completion of any phase, Consultant shall not proceed with work on the next phase, if any, until authorized in writing by City to proceed therewith.

B. Such services shall include all usual and customary professional engineering services and the furnishing (directly or through its professional subconsultants and subcontractors) of customary and usual engineering (including civil, structural, mechanical, and electrical engineering) and other services including design, environmental, and planning. Consultant shall also provide any landscape engineering, surveying, and geotechnical services incidental to its work on the Project.

C. In performing the professional services, Consultant shall complete the work items described generally in Schedule 1 attached hereto and incorporated herein and incorporated herein by reference (the "Services") and the items identified in Section 2 of this Agreement which are applicable to each phase for which Consultant is to render professional services.

D. Professional engineering services (whether furnished directly or through a professional subconsultant or subcontractor) shall be performed under the direction and supervision of a registered engineer in good standing and duly licensed to practice in the State of Colorado. Reproductions of final drawings for construction produced under this Agreement shall be the same as at least one record set which shall be furnished to City and which shall be signed by and bear the seal of such registered engineer.

E. Surveying work included within or reasonably contemplated by this Agreement shall be performed under the direction and supervision of a registered Professional Land Surveyor in good standing and duly licensed to practice in the State of Colorado. All plats and surveys produced under this Agreement shall be signed by and bear the seal of said Professional Land Surveyor.

F. Any engineering services provided under this Agreement shall be performed under the direction and supervision of registered/licensed engineer in the State of Colorado.

G. To the extent Consultant requires access to private property to perform its services hereunder, Consultant shall be required to make arrangements to obtain such access. However, in the event City has already secured access for Consultant to any such property through a right of entry agreement, access agreement, letter of consent or other instrument, Consultant shall fully comply with and be subject to the terms and conditions set forth therein. A copy of any such instrument will be provided to Consultant upon request.

2. CONSULTANT'S RESPONSIBILITIES

2.1. Study and Report Phase

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

A. Consult with City to determine the requirements for the Project and review available data. Advise City as to the necessity of providing or obtaining from others data or services of the types described in paragraph 2.2(c) and assist City in obtaining any such services.

B. Provide special analyses of City's needs, planning surveys, site evaluations and comparative studies of prospective sites and solutions.

C. Identify and analyze requirements of governmental authorities and regulatory agencies involved in approval or permitting any aspect of Project.

D. Provide general economic analysis of City's requirements applicable to various alternatives.

E. Prepare a Report with appropriate exhibits indicating clearly the considerations involved and the alternative solutions available to City and setting forth Consultant's findings and recommendations with opinions of probable costs.

F. Consultant shall furnish one (1) hard copy and one (1) electronic copy of the Report and present and review it in person with City. City may request additional copies as needed for no additional charge.

2.2. Preliminary Design (Schematic) Phase

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

A. Consult with City and determine the general design concept and Project requirements based upon information furnished by City as well as any study or report on the Project.

B. Prepare and submit to City preliminary design documents consisting of final design criteria, preliminary drawings, an outline of specifications, and written descriptions of all significant features of Project.

C. Prepare and submit to City a requirements checklist of any subsurface investigation, additional data, permits, or other information and requirements which is anticipated will be necessary for the design or construction of Project.

D. Provide written disclosure to City of significant design assumptions and design risks and advantages/disadvantages inherent in or presented by design alternatives and make recommendations to City based thereon.

E. Prepare and submit to City a preliminary cost estimate for the Project including construction cost, contingencies, professional compensation, consultant fees, costs of land and rights of way, compensation for damages and finance costs, if any.

F. Consultant shall furnish one (1) hard copy and one (1) electronic copy of each above referenced submittal document to City for City's use and shall review same in person with City. City may request additional copies as needed for no additional charge.

2.3. Final Design Phase

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

A. After consultation with the City, receipt of City's selection of any design options and review of the Preliminary Design Documents, if any, prepare and submit to City final Drawings showing the scope, extent, and character of the work to be performed by contractors, and specifications describing such work and the requirement therefor. Such plans and Specifications shall comply with all applicable building codes and requirements of regulatory agencies having any approval authority. Final design, including Drawings and Specifications, shall also comply with ADA Accessibility Guidelines (ADAAG) Manual developed by the U. S. Architectural and Transportation Barriers Board (1998) or ADA Standards for Accessible Design published at 28 C.F.R. Part 36, Appendix A, whichever is applicable. Consultant shall include an attest statement on each record drawing sheet of final plan drawings that certifies compliance with either the ADAAG Manual or 28 CFR Part 36 Standards.

B. Make reasonable revisions to the Drawings and Specifications requested by City, informing the City of any change in probable construction costs as a result of such revisions.

C. Provide technical criteria, written descriptions, and design data for City's use, and disclose any significant risks and advantages/disadvantages inherent in or presented by design choices.

D. Based upon Consultant's best professional judgment, prepare and submit to City a current detailed cost estimate for the Project including construction cost, contingencies, professional compensation, consultant fees, land and right of way costs, damages, and finance costs, if any.

E. Consultant shall furnish one (1) hard copy and one (1) electronic copy of each above referenced submittal document to City for City's use and shall review same in person with City. City may request additional copies as needed for no additional charge.

2.4. Construction Documents and Bidding Phase

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

A. Prepare and submit to City draft forms of contract agreement, general and special conditions, bid forms invitations to bid, information for bidders, forms of warranty and including any special requirements imposed upon such contracts by any federal or other funding source and by any regulatory agency. In preparing such draft forms, Consultant shall consider and incorporate, to the extent both advisable and feasible, City's standard forms of agreement, warranty, payment and performance bonds, general conditions, and selected specifications.

B. After review and comment by City, prepare and submit all deliverables identified in Schedule 1 to this Agreement, final forms of contract agreement, general and special conditions, drawings, specifications, bid forms, invitations to bid, information for bidders, and forms of warranty, together with any Addenda which may be required or appropriate to correct errors, clarify drawings and/or specifications or advise of changes. One (1) hard copy and one (1) electronic copy of these final bid documents shall be furnished to City. Unless otherwise specified in Schedule 1, a copy of all contract documents and drawings shall also be submitted to City in Microsoft Word and AutoCAD (2006 or later version) format on electronic media.

C. Make recommendations to City concerning the need for prequalification of equipment, vendors or bidders, and, if requested by City, incorporate prequalification requirements in final bid and construction contract documents.

D. Attend a pre-bid conference with bidders to discuss Project requirements and receive requests for clarification, if any, to be answered by Consultant in writing to all plan holders.

E. Consult with and make recommendations to City concerning acceptability of bidders, subcontractors, suppliers, materials, equipment, suitability of proposed "or equals", amount of bids, and any other matter involved in consideration and review of bids and bidders upon which City may reasonably request Consultant's advice.

2.5. Construction Phase

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

A. Perform all duties and functions to be performed by Consultant under the terms of the construction contract.

B. Visit the Project site, perform observations as to the progress and quality of the work and advise the City as to same. The frequency and level of observation shall be commensurate with the nature of the work and size of the Project, except that any specific provisions set forth in Schedule 1 - Scope of Services concerning the level of observation shall determine Consultant's obligation concerning level of observation.

C. Make determinations as to whether the work is proceeding in accordance and compliance with the construction contract documents.

D. Promptly advise the City in writing of any omissions, substitutions, defects, or deficiencies noted in the work of any contractor, subcontractor, supplier, or vendor on the Project.

E. Reject any work on the Project that does not conform to the contract documents.

F. On request of the City, the construction contractor or any subcontractor on the Project, issue written interpretations as to the drawings and specifications and requirements of the construction work.

G. Review shop drawings, samples, product data, and other submittals of the Contractor for conformance with the design concept of Project and compliance with the drawings, specifications, and all other contract documents, and indicate to Contractor and City with respect thereto, any exceptions noted, or modification or resubmittals required.

H. Review all applications of Contractor for payment and in connection with same, issue certificates for payment to the City for such amounts as are properly payable under the terms of the construction contract. Each such certificate shall constitute Consultant's representation to City that it has inspected the Project and that to the best of its knowledge, the work for which payment has been sought has been completed by Contractor in accordance with the drawings, specifications, and other contract documents.

I. Subject to written concurrence by City, promptly render a written recommendation to City concerning all proposed substitutions of material and equipment.

J. Draft, for City's consideration, and offer recommendations upon, all proposed change orders and contract modifications.

K. On application for final payment by the Contractor, make a final inspection of the Project, assembling and delivering to the City any written guaranties, instructions manuals, as-built

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

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

2.6. Additional Responsibilities

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

A. Consultant shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all of Consultant's work, including that performed by Consultant's subconsultants and subcontractors, and including designs, Drawings, Specifications, reports, and other services, irrespective of City's approval or acquiescence to same. Consultant shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in its work.

B. Consultant shall be responsible, in accordance with applicable law, to City for all loss or damage to City caused by Consultant's negligent act or omission; except that Consultant hereby irrevocably waives and excuses City and its attorneys from compliance with any requirement to obtain a certificate of review as a condition precedent to commencement of an action, including any such requirements set forth in Section 13-20-602, C.R.S. or similar statute.

C. Consultant's professional responsibility shall comply with the standard of care applicable to the type of engineering and architectural services provided, commensurate with the size, scope, and nature of the Project.

D. Consultant shall be completely responsible for the safety of Consultant's employees in the execution of work under this Agreement, shall provide all necessary safety equipment for said employees, and shall hold harmless and indemnify and defend City from any and all claims, suits, loss, or injury to Consultant's employees.

E. Consultant acknowledges that, due to the nature of engineering and related professional services and the impact of same on the Project, the City has a substantial interest in the personnel and consultants to whom Consultant assigns principal responsibility for services performed under this Agreement. Consequently, Consultant represents that Consultant has selected and intends to employ or assign the key personnel and consultants identified in

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

1. Within five (5) days of execution of this Agreement, Consultant shall designate in writing a Project representative who shall have complete authority to bind Consultant, and to whom City should address communications.

F. Promptly after execution of this Agreement and upon receipt of authorization from City to proceed, Consultant shall submit to City for approval a schedule showing the order in which Consultant proposes to accomplish its work, with dates on which it will commence and complete each major work item. The schedule shall provide for performance of the work in a timely manner so as to not delay City's timetable for achievement of interim tasks and final completion of Project work, provided however, the Consultant will not be responsible for delays beyond its control.

G. Before undertaking any work which Consultant considers beyond or in addition to the scope of work and services which Consultant has contractually agreed to perform under the terms of this Agreement, Consultant shall advise City in writing (1) that Consultant considers the work beyond the scope of this Agreement, (2) the reasons the Consultant believes the out of scope or additional work should be performed, and (3) a reasonable estimate of the cost of such work. Consultant shall not proceed with such out of scope or additional work until authorized in writing by City. The compensation for such authorized work shall be negotiated, but in the event the parties fail to negotiate or are unable to agree as to compensation, then Consultant shall be compensated for its direct costs and professional time at the rates set forth in Schedule 2 "Fee Schedule".

3. CITY'S RESPONSIBILITIES

City shall:

A. Designate a representative to whom all communications from Consultant shall be directed and who shall have limited administrative authority on behalf of City to receive and transmit information and make decisions with respect to Project. Said representative shall not, however, have authority to bind City as to matters of legislative or fiscal policy.

B. Advise Consultant of City's Project requirements including objective, project criteria, use and performance requirements, special considerations, physical limitations, financial constraints, and required construction contract provisions and standards.

C. Provide Consultant with available information pertinent to the Project including any previous reports, studies or data possessed by City which relates to design or construction of the Project.

D. Assist in arranging for Consultant to have access to enter private and public property as required for Consultant to perform its services.

E. Examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by Consultant, and render written decisions pertaining thereto within a reasonable time. The City's approval of drawings, design, specifications, reports and incidental engineering work or materials furnished hereunder shall not in any way relieve the Consultant of responsibility for the professional adequacy of the work. The City's review, approval, or acceptance of, or payment for, any of the services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

F. Upon advice of the necessity to do so from Consultant, obtain required approvals and permits for the Project. The Consultant shall provide all supportive documents and exhibits necessary for obtaining said approvals and permits.

G. Notify Consultant whenever City becomes aware of any substantial development or occurrence which materially affects the scope or timing of Consultant's services.

H. City shall perform its obligations and render decisions within a reasonable time under the presented circumstances. However, given the nature of City's internal organization and requirements, a period of 14 days shall be presumed reasonable for any decision not involving policy decision or significant financial impact. A period of 46 days shall be presumed reasonable for City to act with respect to any matter involving policy or significant financial impact.

4. TIME FOR PERFORMANCE

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

5. PAYMENT

1. City will pay to Consultant as full compensation for all services required to be performed by Consultant under this Agreement, except for services for additional work or work beyond the scope of this Agreement, an amount not to exceed _____ in the aggregate as set forth in Schedule 2 "Fee Schedule" and computed in accordance with this Section. In the

event compensation for services is set forth in Schedule 2 as to each phase of work indicated in Section 1 of this Agreement, the maximum amount of compensation for any phase shall not exceed the amount specified in Schedule 2 for such phase.

2. Consultant shall submit periodic, but not more frequently than monthly, applications for payment, aggregating to not more than the maximum amount set forth above, for actual professional services rendered and reimbursable expenses incurred. Such applications shall be submitted based upon the hourly rates and expense reimbursement provisions set forth in Schedule 2 attached hereto and shall contain appropriate documentation that such services have been performed and expenses incurred. Thereafter, City shall pay Consultant for the amount of the application within 45 days of the date of such application is received, provided that sufficient documentation has been furnished, and further provided that City will not be required to pay more than 90% of the maximum amount unless the Consultant's services on the Project phases for which this Agreement is applicable have been completed to City's reasonable satisfaction and all required Consultant submittals have been provided.

3. No separate or additional payment shall be made for profit, overhead, local telephone expenses, lodging, routine photocopying, computer time, secretarial or clerical time or similar expenses unless otherwise provided and listed in Schedule 2 - "Fee Schedule."

4. No compensation shall be paid to Consultant for services required and expenditures incurred in correcting Consultant's mistakes or negligence.

5. Compensation for authorized work beyond the scope of this Agreement shall be governed by Section 2.

6. TERMINATION

A. City reserves the right to terminate this Agreement and Consultant's performance hereunder, at any time upon written notice, either for cause or for convenience. Upon such termination, Consultant and its subconsultants and subcontractors shall cease all work, stop incurring expenses, and shall promptly deliver to City all data, drawings, specifications, reports, plans, calculations, summaries and all other information, documents, work product and materials as Consultant may have accumulated in performing this Agreement, together with all finished work and work in progress. Consultant shall at all times act in good faith with respect to the orderly transfer of work to the City or any entity designated by City.

B. Upon termination of this Agreement for events or reasons not the fault of Consultant, Consultant shall be paid at the rates specified in Schedule 2 for all services rendered and reasonable costs incurred to the date of termination; together with any reasonable costs incurred within 10 days of termination provided such latter costs could not be avoided or were incurred in mitigating loss or expenses to Consultant or City. Consultant shall provide a detailed final invoice to the City within fourteen (14) calendar days from the effective date of

termination, itemizing the work completed, costs incurred, and any outstanding payments due. In no event shall payment to Consultant upon termination exceed the maximum compensation provided for complete performance in Section 5, and the Consultant expressly waives any right to claim damages, including but not limited to lost profits, anticipated revenue, or indirect or consequential damages arising out of or relating to the termination for convenience.

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

D. Consultant's responsibility for its completed work and services shall survive any termination.

7. GENERAL PROVISIONS

7.1. Ownership of Documents

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

7.2. Advertising

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

7.3. Equal Employment Opportunity

In connection with the performance of this Agreement, Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, national

origin, disability, or age. Consultant shall endeavor to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, national origin, disability, or age.

7.4. Notices

Any and all notices or other communications required or permitted by this Agreement or by law to be served on or given to either the City or the Consultant by the other party shall be in writing and shall be deemed duly served and given when personally delivered to the party to whom it is directed, or in lieu of such personal service when deposited in the United States mail, first-class postage prepaid, addressed to the City of Pueblo, DEPARTMENT, Attn: DIRECTOR, DEPT ADDRESS, Pueblo, CO, 81003; or to the Consultant, NAME OF CONSULTANT, SIGNER OF AGREEMENT, ADDRESS. Either party may change their address for the purpose of this paragraph by giving written notice of such change to the other party in the manner provided in this paragraph.

7.5. Entire Agreement

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

7.6. Subcontracts

A. City acknowledges that Consultant is the prime contractor and the only party with whom City has a contractual relationship under this Agreement. To the extent Consultant performs any Project activities through subconsultants or subcontractors, Consultant shall contractually bind each of its subconsultants and subcontractors by subcontract agreement to all of the terms of this Agreement which are for the benefit of City, and City shall be a third-party beneficiary of those subcontract provisions.

B. Consultant shall indemnify and defend City from all claims and demands for payment for services provided by subconsultants and subcontractors of Consultant.

C. Consultant acknowledges that, due to the nature of the services to be provided under this Agreement, the City has a substantial interest in the personnel and consultants to whom Consultant assigns principal responsibility for services performed under this Agreement. Consequently, Consultant represents that it has selected and intends to employ or assign the key personnel and consultants identified in its proposal submitted to City prior to execution of this Agreement to induce City to enter this Agreement. Consultant shall not change such consultants or key personnel except after giving notice of a proposed change to City and

receiving City's consent thereto. Consultant shall not assign or reassign Project work to any person to whom City has reasonable objection.

7.7. Successors and Assigns

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

7.8. Amendments

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

7.9. Choice of Law, Jurisdiction, and Venue

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

7.10. Severability

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

7.11. Appropriations

A. Subject to execution of this Agreement by the Director of Finance certifying that a balance of appropriation exists and funds are available, the amount of money appropriated for this Agreement is equal to or in excess of the maximum compensation payable hereunder; provided, however, that if work is phased and subject to annual appropriation, funds only in the amount of initial appropriation are available and Consultant shall confirm availability of funds before proceeding with work exceeding initial and subsequent annual appropriations.

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

8. DISPUTES

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

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

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

10. INSURANCE

10.1. Conditions

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

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

10.2. Minimum Requirements

A. Commercial General Liability Insurance. The Consultant shall secure and maintain during the period of this agreement and for such additional time as work on the project is being performed, Commercial General Liability Insurance issued to and covering the liability of the Consultant with respect to all work performed by it and all its subconsultants and subcontractors under the agreement, to be written on a comprehensive policy form. This insurance shall be written in amounts not less than $1,000,000 for each occurrence and aggregate for personal injury including death and bodily injury and $1,000,000 for each occurrence and aggregate for property damage. This policy of insurance shall name the City of Pueblo, its agents, officers and employees as additional insureds. The policy shall also provide coverage for contractual liability assumed by Consultant under the provisions of the agreement.

B. Comprehensive Automobile Liability Insurance. The Consultant shall procure and maintain during the period of the agreement and for such additional time as work on the project is being performed, Comprehensive Automobile Liability Insurance. This insurance shall be written with limits of liability for and injury to one person in any single occurrence of not less than $350,000 and for any injury to two or more persons in any single occurrence of not less than $1,000,000. Alternate coverage of combined single limit, each accident, in an amount of not less than $1,000,000 may be accepted at the discretion of the Purchasing Director. This insurance shall include uninsured/underinsured motorist coverage and shall protect the Consultant from any and all claims arising from the use both on and off the site of the project of automobiles whether owned, leased, hired or used by Consultant.

C. Workers' Compensation Insurance complying with statutory requirements in Colorado and in any other state or states where the work is performed. The Workers' Compensation Insurance policy shall contain an endorsement waiving subrogation against the City.

D. Professional Liability Insurance with coverage of not less than $1,000,000 in a form and with a deductible acceptable to City.

E. UPDATE THIS SECTION BASED ON FUNDING REQUIREMENTS IF NECESSARY.

10.3. Governmental Immunity

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

11. ACCESSIBILITY

The Americans with Disabilities Act (ADA) provides that it is a violation of the ADA to design and construct a facility for first occupancy later than January 26, 1993, that does not meet the accessibility and usability requirements of the ADA except where an entity can demonstrate that it is structurally impractical to meet such requirements. The Consultant therefore, will use its best reasonable professional efforts to implement applicable ADA requirements and other federal, state, and local laws, rules codes, ordinances and regulations as they apply to the Project.

12. IMMIGRATION REFORM AND CONTROL ACT OF 1986

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

13. PERA LIABILITY

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

14. SCHEDULES

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

- Schedule 1 - "Scope of Services" consisting of ___ pages.
- Schedule 2 - "Fee Schedule" consisting of ____ page.
- Schedule 3 - "Work Schedule" consisting of ____ pages.
- Schedule 4 - "Identification of Personnel, Subconsultants/Subcontractors, and Task Responsibility" consisting of ____ pages.

(Continue to following page.)

15. SIGNATURE SECTION

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

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

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

[INSERT SIGNATURE SECTION]

Attachments:

Exhibit B

Agreement for Professional Consulting Services
City's Standard Form of Agreement for Consulting Services

Note: Future Agreements for Engineering Services provided to City by Consultant shall remain consistently in the same manner and form for projects assigned for Bid 24-059. City and Consultant may update the form of Agreement for each Project as assigned and upon mutual agreement of City and Consultant. City and Consultant may update sections of the following agreement due to updates in regulations, requirements, etc. upon mutual agreement of City and Consultant.

1. INTRODUCTION

THIS AGREEMENT ("Agreement") made and entered this _____ day of _____, 20____, by and between the City of Pueblo, a Municipal Corporation (hereinafter referred to as "City") and _____NAME OF CONSULTANT_____, a _____COLORADO CORPORATION LLC etc._____ (hereinafter referred to as "Consultant"), a professional firm for Consultant to render certain professional ___GENERALLY DESCRIBE WORK___, and related services for City in connection with Bid ____BID # AND NAME_____, hereinafter referred to as the "Project." In consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

A. Consultant shall satisfactorily perform professional ___GENERALLY DESCRIBE WORK___, and related services for the Project described in more detail in Schedule 1 attached hereto and incorporated herein by reference (the "Services"). Such Services shall include all usual and customary professional services incidental to the work on the Project. In the event this Agreement follows the selection of Consultant by City pursuant to a Request for Proposals (RFP), all of the requirements of that RFP are incorporated herein by reference, unless any requirement is expressly excluded in Schedule 1.

B. To the extent Consultant performs any of the Project work through subcontractors or subconsultants, Consultant shall be and remain as fully responsible for the full performance and quality of services performed by such subcontractors or subconsultants as it is for services performed directly by Consultant or Consultant's employees.

C. To the extent Consultant requires access to private property to perform its services hereunder, Consultant shall be required to make arrangements to obtain such access. However, in the event City has already secured access for Consultant to any such property through a right of entry agreement, access agreement, letter of consent or other instrument, Consultant shall fully comply with and be subject to the terms and conditions set forth therein. A copy of any such instrument will be provided to Consultant upon request.

2. CONSULTANT'S RESPONSIBILITIES

A. Consultant shall be responsible for the professional quality, technical accuracy, and timely completion of Consultant's work, including that performed by Consultant's subconsultants and subcontractors, and DESCRIBE EXPECTED RESULTS (ANALYSIS, EVALUATION, ETC.)___, and other services, irrespective of City's approval of or acquiescence in same. Consultant shall be responsible, in accordance with applicable law, to City for all loss or damage to City caused by Consultant's negligent act or omission; except that Consultant hereby irrevocably waives and

excuses City and City's attorneys from compliance with any requirement to obtain a certificate of review as a condition precedent to commencement of an action, including any such requirements set forth in Section 13-20-602, C.R.S. or similar statute, whether now existing or hereafter enacted.

B. Consultant shall be completely responsible for the safety of Consultant's employees in the execution of work under this Agreement and shall provide all necessary safety and protective equipment for said employees.

C. Consultant acknowledges that time is of the essence with respect to the completion of its services under this Agreement. Consultant represents that Schedule 3 attached hereto is the schedule by which Consultant proposes to accomplish its work, with time periods for which it will commence and complete each major work item. Except to the extent the parties agree to time extensions for delays beyond the control of Consultant, Consultant shall adhere to this schedule and perform its work in a timely manner so as not to delay City's timetable for achievement of interim tasks and final completion of Project work. Consultant further acknowledges that its schedule has accounted for all reasonably anticipated delays, including those inherent in the availability of tools, supplies, labor and utilities required for the work, the availability of information which must be obtained from any third parties, and all conditions to access to public and private facilities.

D. Before undertaking any work or incurring any expense which Consultant considers beyond or in addition to the Services described in Schedule 1 or otherwise contemplated by the terms of this Agreement, Consultant shall advise City in writing that (1) Consultant considers the work beyond the scope of this Agreement, (2) the reasons that Consultant believes the out of scope or additional work should be performed, and (3) a reasonable estimate of the cost of such work. Consultant shall not proceed with any out of scope or additional work until authorized in writing by City. The compensation for such authorized work shall be negotiated, but in the event the parties fail to negotiate or are unable to agree as to compensation, then Consultant shall be compensated for its direct costs and professional time at the rates set forth in Schedule 2 attached hereto.

E. Consultant acknowledges that, due to the nature of the services for this project, related professional services, and the impact of same on the Project, the City has a substantial interest in the personnel and consultants to whom Consultant assigns principal responsibility for services performed under this Agreement. Consequently, Consultant represents that Consultant has selected and intends to employ or assign the key personnel and subconsultants identified in Schedule 4 ("Identification of Personnel, Subcontractors, and Task Responsibility") attached hereto for the Project assignments and areas of responsibility stated therein. Within 10 days of execution of this Agreement, City shall have the right to object in writing to employment on the Project of any such key person, subconsultant, or assignment of principal responsibility, in which case Consultant will employ alternate personnel for such function or reassign such responsibility

to another to whom City has no reasonable objection. Thereafter, Consultant shall not assign or reassign Project work to any person to whom City has reasonable objection.

3. CITY'S RESPONSIBILITIES

A. City agrees to advise Consultant regarding City's Project requirements and to provide all relevant information, data and previous reports accessible to City which Consultant may reasonably require.

B. City shall designate a Project Representative to whom all communications from Consultant shall be directed and who shall have limited administrative authority on behalf of City to receive and transmit information and make decisions with respect to the Project. Said representative shall not, however, have authority to bind City as to matters of governmental policy or fiscal policy, nor to contract for additions or obligations exceeding a value which is the lesser of $5000 or 5% of the maximum agreement price.

C. City shall examine all documents presented by Consultant and render decisions pertaining thereto within a reasonable time. The City's approval of any DESCRIBE EXPECTED RESULTS (ANALYSIS, EVALUATION, ETC.) , or product furnished hereunder shall not in any way relieve Consultant of responsibility for the professional adequacy of its work.

D. City shall perform its obligations and render decisions within a reasonable time under the circumstances presented. Based upon the nature of City and its requirements, a period of 14 days shall be presumed reasonable for any decision not involving policy decision or significant financial impact, when all information reasonably necessary for City to responsibly render a decision has been furnished. A period of 46 days shall be presumed reasonable for City to act with respect to any matter involving policy or significant financial impact. The above periods of presumed reasonableness shall be extended where information reasonably required is not within the custody or control of City but must be procured from others.

4. TIME FOR PERFORMANCE

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

5. PAYMENT

A. City will pay to Consultant as full compensation for all services required to be performed by Consultant under this Agreement, except for services for additional work or work beyond the scope of this Agreement, an amount not to exceed $ TOTAL AMOUNT OF AWARD in the aggregate as set forth in Schedule 2 "Fee Schedule" and computed in accordance with this Section. In the event compensation for services is set forth in Schedule 2 as to each phase of

work indicated in this Agreement, the maximum amount of compensation for any phase shall not exceed the amount specified in Schedule 2 for such phase.

B. Consultant shall submit periodic, but not more frequently than monthly, applications for payment, aggregating to not more than the maximum amount set forth above, for actual professional services rendered and reimbursable expenses incurred. Such applications shall be submitted based upon the hourly rates and expense reimbursement provisions set forth in Schedule 2 attached hereto and shall contain appropriate documentation that such services have been performed and expenses incurred. Thereafter, City shall pay Consultant for the amount of the application within 45 days of the date of such application is received, provided that sufficient documentation has been furnished, and further provided that City will not be required to pay more than 90% of the maximum amount unless the Consultant's services on the Project phases for which this Agreement is applicable have been completed to City's reasonable satisfaction and all required Consultant submittals have been provided.

C. No separate or additional payment shall be made for profit, overhead, local telephone expenses, lodging, routine photocopying, computer time, secretarial or clerical time or similar expenses unless otherwise provided and listed in Schedule 2 - "Fee Schedule."

D. No compensation shall be paid to Consultant for services required and expenditures incurred in correcting Consultant's mistakes or negligence.

E. Compensation for authorized work beyond the scope of this Agreement shall be governed by Section 2.

6. TERMINATION

A. City reserves the right to terminate this Agreement and Consultant's performance hereunder, at any time upon written notice, either for cause or for convenience. Upon such termination, Consultant and its subcontractors shall cease all work, stop incurring expenses, and shall promptly deliver to City all DESCRIBE EXPECTED RESULTS (ANALYSIS, EVALUATION, ETC.) , or work product and materials as Consultant may have accumulated in performing this Agreement, together with all finished work and work in progress. Consultant shall at all times act in good faith with respect to the orderly transfer of work to the City or any entity designated by City.

B. Upon termination of this Agreement for events or reasons not the fault of Consultant, Consultant shall be paid at the rates specified in Schedule 2 for all services rendered and reasonable costs incurred to the date of termination; together with any reasonable costs incurred within 10 days of termination provided such latter costs could not be avoided or were incurred in mitigating loss or expenses to Consultant or City. Consultant shall provide a detailed final invoice to the City within fourteen (14) calendar days from the effective date of termination, itemizing the work completed, costs incurred, and any outstanding payments due.

In no event shall payment to Consultant upon termination exceed the maximum compensation provided for complete performance in Section 5, and the Consultant expressly waives any right to claim damages, including but not limited to lost profits, anticipated revenue, or indirect or consequential damages arising out of or relating to the termination for convenience.

C. In the event termination of this Agreement or Consultant's services is for breach of this Agreement by Consultant, or for other fault of Consultant including but not limited to any failure to timely proceed with work, or to pay its employees and Consultants, or to perform work according to the highest professional standards, or to perform work in a manner deemed satisfactory by City's Project Representative, then in that event, Consultant's entire right to compensation shall be limited to the lesser of: (1) the reasonable value of completed work to City, or (2) payment at the rates specified in Schedule 2 for services satisfactorily performed and reimbursable expenses reasonably incurred, prior to date of termination.

D. Consultant's responsibility for its completed work and services shall survive any termination.

7. GENERAL PROVISIONS

7.1. Ownership of Documents

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

7.2. Advertising

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

7.3. Equal Employment Opportunity

In connection with the performance of this Agreement, Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, national origin, disability, or age. Consultant shall endeavor to ensure that applicants are employed, and that

employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, national origin, disability, or age.

7.4. Notices

Any and all notices or other communications required or permitted by this Agreement or by law to be served on or given to either the City or the Consultant by the other party shall be in writing and shall be deemed duly served and given when personally delivered to the party to whom it is directed, or in lieu of such personal service when deposited in the United States mail, first-class postage prepaid, addressed to the City of Pueblo, DEPARTMENT, Attn: DIRECTOR, DEPT ADDRESS, Pueblo, CO, 81003; or to the Consultant, NAME OF CONSULTANT, SIGNER OF AGREEMENT, ADDRESS. Either party may change their address for the purpose of this paragraph by giving written notice of such change to the other party in the manner provided in this paragraph.

7.5. Entire Agreement

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

7.6. Subcontracts

A. City acknowledges that Consultant is the prime contractor and the only party with whom City has a contractual relationship under this Agreement. To the extent Consultant performs any Project activities through subconsultants or subcontractors, Consultant shall contractually bind each of its subconsultants and subcontractors by subcontract agreement to all of the terms of this Agreement which are for the benefit of City, and City shall be a third-party beneficiary of those subcontract provisions.

B. Consultant shall indemnify and defend City from all claims and demands for payment for services provided by subcontractors of Consultant.

C. Consultant acknowledges that, due to the nature of the services to be provided under this Agreement, the City has a substantial interest in the personnel and consultants to whom Consultant assigns principal responsibility for services performed under this Agreement. Consequently, Consultant represents that it has selected and intends to employ or assign the key personnel and consultants identified in its proposal submitted to City prior to execution of this Agreement to induce City to enter this Agreement. Consultant shall not change such consultants or key personnel except after giving notice of a proposed change to City and

receiving City's consent thereto. Consultant shall not assign or reassign Project work to any person to whom City has reasonable objection.

7.7. Successors and Assigns

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

7.8. Amendments

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

7.9. Choice of Law, Jurisdiction, and Venue

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

7.10. Severability

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

7.11. Appropriations

A. Subject to execution of this Agreement by the Director of Finance certifying that a balance of appropriation exists and funds are available, the amount of money appropriated for this Agreement is equal to or in excess of the maximum compensation payable hereunder; provided, however, that if work is phased and subject to annual appropriation, funds only in the amount of initial appropriation are available and Consultant shall confirm availability of funds before proceeding with work exceeding initial and subsequent annual appropriations.

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

8. DISPUTES

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

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

A. Consultant understands that City may be funding the Project in whole or part with funds provided by [Name of funding agency and or grant title]. Consultant agrees it is subject to and shall comply with all applicable provisions of said [Name of funding agency and or grant title] for which the contract award has been made and applicable regulations.

B. Consultant shall comply with the attached [Title of attached requirement clauses] and any/all other Federal, State, and local laws applicable to its activities.

C. All records with respect to any matters covered by this Agreement shall be available for inspection by City and or [Name of funding agency and or grant title] at any time during normal business hours and as often as agencies deem necessary, to audit, examine and make excerpts or transcripts of relevant information, and otherwise to perform its official functions or duties.

D. If any of the work to be performed by Consultant under this Agreement is funded in whole or in part with federal or state funds, then this Agreement shall be construed to include all applicable terms required by the federal or state assistance agreement and integrated federal or state regulations. By executing this Agreement, Consultant agrees to be bound by all such mandatory federal or state requirements, irrespective of Consultant's actual knowledge or lack of knowledge of such requirements prior to execution of this Agreement.

10. INSURANCE

10.1. Conditions

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

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

10.2. Minimum Requirements

[UPDATE THIS SECTION BASED ON FUNDING REQUIREMENTS AND TYPE OF WORK AS NECESSARY]

A. Commercial General Liability Insurance. The Consultant shall secure and maintain during the period of this agreement and for such additional time as work on the project is being performed, Commercial General Liability Insurance issued to and covering the liability of the Consultant with respect to all work performed by it and all its subcontractors under the agreement, to be written on a comprehensive policy form. This insurance shall be written in amounts not less than $1,000,000 for each occurrence and aggregate for personal injury including death and bodily injury and $1,000,000 for each occurrence and aggregate for property damage. This policy of insurance shall name the City of Pueblo, its agents, officers and employees as additional insureds. The policy shall also provide coverage for contractual liability assumed by Consultant under the provisions of the agreement.

B. Comprehensive Automobile Liability Insurance. The Consultant shall procure and maintain during the period of the agreement and for such additional time as work on the project is being performed, Comprehensive Automobile Liability Insurance. This insurance shall be written with limits of liability for and injury to one person in any single occurrence of not less than $350,000 and for any injury to two or more persons in any single occurrence of not less than $1,000,000. Alternate coverage of combined single limit, each accident, in an amount of not less than $1,000,000 may be accepted at the discretion of the Purchasing Director. This insurance shall include uninsured/underinsured motorist coverage and shall protect the Consultant from any and all claims arising from the use both on and off the site of the project of automobiles whether owned, leased, hired or used by Consultant.

C. Workers' Compensation Insurance complying with statutory requirements in Colorado and in any other state or states where the work is performed. The Workers' Compensation Insurance policy shall contain an endorsement waiving subrogation against the City.

D. Professional Liability Insurance with coverage of not less than $1,000,000 in a form and with a deductible acceptable to City.

10.3. Governmental Immunity

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

11. ACCESSIBILITY

The Americans with Disabilities Act (ADA) provides that it is a violation of the ADA to design and construct a facility for first occupancy later than January 26, 1993, that does not meet the accessibility and usability requirements of the ADA except where an entity can demonstrate that it is structurally impractical to meet such requirements. The Consultant therefore, will use its best reasonable professional efforts to implement applicable ADA requirements and other federal, state, and local laws, rules codes, ordinances and regulations as they apply to the Project.

12. IMMIGRATION REFORM AND CONTROL ACT OF 1986

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

13. PERA LIABILITY

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

14. SCHEDULES

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

- Schedule 1 - "Scope of Services" consisting of ___ pages.
- Schedule 2 - "Fee Schedule" consisting of ____ page.
- Schedule 3 - "Work Schedule" consisting of ____ pages.
- Schedule 4 - "Identification of Personnel, Subcontractors, and Task Responsibility" consisting of ____ pages.

15. SIGNATURE SECTION

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

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

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

[INSERT SIGNATURE SECTION]

Attachments:

Exhibit C

Work Order Form

NOTE: This form shall be completed at time of award for each individual project as applicable.

This Work Order is entered pursuant to and subject to the terms and conditions of the MASTER CONTRACT for Bid _____, including Appendix A – Agreement for Professional Services incorporated therein, dated _____, 20__ between the City of Pueblo, a Municipal Corporation ("City"), and _____ (“Consultant”).

Scope of Work:

Time for Completion:

Work Order Compensation:

Approved by:

City of Pueblo, Director of Public Works

_____Date_____

City of Pueblo, Director of Finance

_____Date_____

City of Pueblo, Director of Purchasing

_____Date_____

Consultant Authorized Representative

_____Date_____

Exhibit D

Funding Requirements

Excerpt from Request for Proposal dated April 16, 2024, Sections 9 and 10

COLO. DEPT. OF TRANSPORATION (CDOT) AND FHWA FUNDING REQUIREMENTS

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

NOTICE: The following Funding Contract clauses may be updated to the most recent version to correspond to each future agreement/work order as assigned.

The following requirements shall apply to FHWA-assisted contracts.

The following section may refer to Consultant and/or Contractor as any company contracted with the City for work on a project.

A. Definitions

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

2. CDOT Civil Rights. The CDOT Civil Rights office that assist with the contract and prompt payment requirements on contracts. This can be in either the region or headquarters.Civil Rights and Business Resource Center (CRBRC). CDOT's Civil Rights office at Headquarters.

3. Commercially Useful Function (CUF). Responsibility for the execution of work by actually performing, managing, and supervising the work, as described in 49 CFR Part 26.

4. Commitment. A portion of the Contract designated by the Consultant for participation by DBE firms. The DBE firm(s) are included in the proposal team for participation to meet the Contract Goal. Commitments must identify the work to be performed by the DBE and include the percentage of the contract committed to each DBE firm. Commitments are measured at the end of the contract and are calculated by the actual payments to a DBE firm divided by the total payments made under the Contract.

5. Contract. Agreement between the Local Agency and the Consultant, whereby the Consultant will be compensated in exchange for providing Professional Services and ancillary services. For purposes of this document, the term "Contract" refers to an

individual, executed Task Order for an On-Call Agreement or a Master Contract (overarching agreement) for Project-Specific and Program-Specific Agreements.

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

made by the Consultant. The Consultant must submit the Utilization Plan within five (5) calendar days of receiving notice from CDOT's B2GNow system.

18. Vendor. Participant on a CDOT contract that is providing services not considered to be a Professional Services as defined in Colorado Revised Statute 24-30-1402 and 48 CFR Part 2. A vendor would provide Non- Engineering Services (i.e. Geotechnical drilling, Public Information/Relations, traffic control, etc) and would not be overseen by a licensed engineer.

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

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

9.2. NONDISCRIMINATION AND SUBCONTRACTING REQUIREMENTS

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

A. Non-discrimination. The Consultant, with regard to the work performed by it during the contract term, will not discriminate on the grounds of race, color, or national origin in the selection and retention of Subconsultants, including procurement of materials and leases of equipment. The Consultant will not participate either directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

B. Civil Rights Act of 1964 Title VI. CDOT, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 US.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

C. Consultant Assurance. By submitting a proposal for this contract, the Consultant agrees to the following assurance: The consultant, sub recipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract. Such other remedy as deems appropriate, which may include, but is not limited to:

1. Withholding monthly progress payments
2. Assessing sanctions
3. Liquidated damages
4. Disqualifying the consultant from future bidding as non-responsible

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

E. Subcontract Terms. Parts A-D of this section shall be included in all subcontracts or other agreements for the performance of work on the contract.

9.3. CONTRACT COMMITMENT

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

A. Affidavit of Small Business Participation. The Affidavit of Small Business Participation is the Consultant's contractually binding guarantee to meet the Contract Goal or make Good Faith Efforts to do so. CDOT's Affidavit of Small Business Participation form must be submitted with the Consultant's statement of interest proposal. Failure to submit the CDOT Affidavit of Small Business Participation form will result in the Consultant being deemed non- responsive and ineligible for award. The Local Agency will copy the top preferred proposals to CDOT's Civil Rights and Business Resource Center (CRBRC) for approval of CDOT's Affidavit of Small Business Participation form. This form includes the commitments to meet the DBE goal.

B. Contract Utilization Plan (UP). Once the contract is awarded and the Local Agency receives a signed contract, the Local Agency will submit the Local Agency Professional Services B2GNow Contract Information form for CDOT to set up the contract in the B2GNow system. Once the contract is setup in the system, the Consultant will receive a notice from CDOT within five (5) calendar days of selection, to complete and submit a Utilization Plan via B2GNow. In order to complete the Utilization Plan, the Consultant shall list all DBE, ESB, and nonDBE/ESB

Subconsultants and Suppliers/Vendors included as part of its “most qualified” team. The Utilization Plan shall also include all Commitments by percentage.

C. Consultant Responsibility. The Consultant is solely responsible for ensuring that the Contract Goal is achieved upon completion of the work, expenditure of funds, and/or expiration of the Contract, whichever occurs first. The Local Agency and CDOT assists in the monitoring as oversight agencies.

D. Contract Good Faith Effort Requirement. The UP will not be approved by CDOT until the Consultant documents sufficient Commitments to meet the Contract Goal or demonstrates Good Faith Efforts to meet the Contract Goal even though it did not succeed in obtaining sufficient Commitments to do so.

1. Good Faith Efforts mean that the Consultant:

    a. Documents it has obtained enough DBE participation to meet the Contract Goal, or

    b. Documents that it made adequate good faith efforts to meet the Contract Goal, even though it did not succeed in obtaining enough DBE participation to do so

2. If the Consultant has not documented sufficient Commitments to meet the Contract Goal, the Consultant shall provide an explanation of its efforts to obtain Commitments by submitting the CDOT’s Professional Services Good Faith Efforts Report form and supporting documentation to CRBRC.

    a. The CRBRC will conduct a review to determine whether the Consultant has demonstrated Good Faith Efforts to meet the Contract Goal

    b. The CRBRC will approve the Contract Utilization Plan if it determines that the Consultant has made Good Faith Efforts to meet the Contract Goal

3. In conducting Good Faith Effort reviews, the CRBRC will utilize the guidance found in Appendix A to 49 CFR Part 26, where applicable. The CRBRC may also consider, but is not limited to, the following factors in evaluating the Consultant’s Good Faith Efforts:

    a. Performance of other consultants in meeting DBE goals on contracts that have a similar scope of work, contract amount, location, and time frame

    b. Reason(s) for choosing a nonDBE subconsultant over an interested DBE

    c. Documentation of DBEs solicited by the Consultant and verification from the DBEs that they were actually contacted by the Consultant

    d. Past performance by the Consultant on contracts that have a similar scope of work, contract amount, location and time frame

    e. Any other factors that may be pertinent to the factual circumstances

4. If the CRBRC determines the Consultant has made Good Faith Efforts to meet the Contract Goal, the Master Contract Utilization Plan will be approved and all documentation of the determination will be uploaded into B2GNow.

E. Administrative Reconsideration. If the CRBRC determines that the Consultant did not demonstrate Good Faith Efforts to meet the Contract Goal, the Consultant will be provided a written notice of its determination and an opportunity for administrative reconsideration by the CDOT Chief Engineer or a designee.

1. The Chief Engineer or a designee will conduct administrative reconsideration.

    a. The Consultant will have five (5) calendar days from the written notice to request administrative reconsideration of an adverse Good Faith Efforts determination

    b. The request shall include the basis for reconsideration and any supporting documentation that the Consultant would like to be considered as part of the reconsideration

    c. The reconsideration should also specify whether the Consultant is requesting an informal, in person or telephonic hearing with CDOT to address the issues in the Good Faith Efforts determination

    d. If a request for an informal hearing is not made, the Consultant will be deemed to have waived this opportunity

2. Upon a hearing request, the Civil Rights and Business Resource Center will establish a date and time for the hearing and send written notice via email to the Consultant, the Local Agency and Civil Rights at least two (2) business days in advance of the hearing.

    a. If schedules permit, the parties may waive the two (2) business day requirement

    b. The CDOT Chief Engineer or designee may request additional documentation from the Consultant and/or the Local Agency

    c. A copy of all requests and responses should be provided to the other party and the other party shall be given an opportunity to respond

3. The CDOT Chief Engineer or a designee shall issue the final determination as to whether the Consultant made Good Faith Efforts to meet the Contract Goal.

    a. The determination will be in writing and explain the basis for the CDOT Chief Engineer's or designee decision regarding whether or not the Consultant demonstrated Good Faith Efforts tomeet the Contract Goal

    b. The Good Faith Efforts determination of the CDOT Chief Engineer or designee is not appealable

9.4. ELIGIBLE DBE PARTICIPATION

In order to count towards the Contract Goal, (1) the work performed by the DBE Consultant, Subconsultant, or Supplier/Vendor must be identified in an approved Commitment, and (2) the Consultant, Subconsultant, or Supplier/Vendor must be DBE certified in the committed work upon submission of the Commitment. The Local Agency will evaluate whether the work it is committed to perform can reasonably be construed to fall within the work areas for which the DBE Consultant, Subconsultant, or Supplier/Vendor is certified. The Local Agency may request assistance from CDOT if needed.

A. If a Consultant, Subconsultant, or Supplier/Vendor is decertified as a DBE following the approval of a Contract, its participation on that Contract may continue to count as DBE participation.

B. DBE participation will be tracked through the B2GNow.

C. Only work actually performed by the DBE will count towards the Contract Goal.

    1. The Consultant may count the entire amount of fees or commissions charged by a DBE firm for:

        a. Providing a bona fide service, such as professional, technical, consultant, or managerial services; and/or

        b. Providing assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for the performance of work, provided that the fee or commission is determined by the Local Agency to be reasonable and not excessive as compared with fees customarily allowed for similar services

    2. When a DBE subcontracts part of the work of its contract to another firm, individual, or entity, the value of the subcontracted work may only be counted if the subcontractor is also a DBE certified firm.

        a. Work that a DBE subcontracts out to a non-certified firm will not count toward the goal

        b. DBE firms may use an employee leasing company for the work

            i. The participation of the leased employees will count only if the certified DBE firm maintains an employer-employee relationship with the leased employees

            ii. This includes being responsible for hiring, firing, training, assigning, and otherwise controlling the on-the-job activities of the leased employees, as well as ultimate responsibility for wage and tax obligations related to the employees

        c. Unless certified in the work to be performed, staffing agencies only count toward the Contract Goal for placement fees and any hourly fee beyond the temporary employee's actual rate of pay

    3. When a DBE performs as a participant in a joint venture:

a. Only the portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work that the DBE performs with its own forces may count toward the Goal

b. In order to receive credit, the joint venture agreement must be submitted as an attachment in the utilization plan submitted through B2GNow for review and approval by CDOT

D. A DBE must be performing a Commercially Useful Function, as defined by 49 CFR 26.55(c), in order for its participation to count towards the Contract Goal.

1. To perform a Commercially Useful Function:

   a. The DBE must be responsible for the execution of the work to be performed and

   b. Actually performing, managing, and supervising the work

2. In evaluating whether a DBE is performing a Commercially Useful Function, the Local Agency will consider factors, including but not limited to:

   a. The amount of subcontracted work

   b. Industry practices, and

   c. Whether payment to the DBE is commensurate with the work for which the DBE is claiming credit, and any other relevant factors

3. DBE does not perform a Commercially Useful Function if its role is limited to that of an extra participant in a transaction through which funds are passed in order to obtain the appearance of DBE participation.

4. A DBE is presumed as not performing a Commercially Useful Function:

   a. When it does not perform or exercise responsibility for at least thirty (30) percent of the total cost of the work it is contracted to perform with its own workforce; or

   b. When the DBE subcontracts a greater portion of its work than would be expected based on normal industry practice for the type of work involved.

   c. In these circumstances, the DBE may present evidence to CDOT in order to rebut the presumption.

5. In order to finalize the Contract, the Consultant must have submitted a Professional Services Commercially Useful Function Questionnaire form for each DBE firm that performed work or provided supplies toward meeting the contract goal. The DBE, Consultant and Engineer must sign the Professional Services Commercially Useful Function Questionnaire form.

6. The City's determinations regarding Commercially Useful Function matters are not appealable.

9.5. UTILIZATION PLAN MODIFICATIONS

Reduction, Substitution, Termination. Reduction, Substitution, or Termination during the life of the Contract shall only be permitted at the discretion of the Local Agency based upon a demonstration of Good Cause by the Consultant. The Consultant may not Reduce, Substitute, Terminate, or add Commitments without the Local Agency's approval. Consultants may request modification approval to the Local agency. The Local Agency may request for CDOT's assistance and/or use CDOT's Professional Services DBE Participation Plan Modification Request form.

A. Notice to Subconsultant. Before requesting the Local Agency approval, the Consultant must give the DBE Subconsultant notice in writing of the Consultant's intent to Reduce, Substitute or Terminate the Subconsultant's work. Unless otherwise waived in writing by the DBE, the Consultant must give the DBE five (5) calendar days to respond to the Consultant's notice d advise the Local Agency of objections, if any, that it objects to the proposed Reduction, Termination and/or Substitution and why the Consultant's proposed action should not be approved. If required as a matter of public necessity (e.g., safety), the Local Agency may waive or reduce the period to respond. The DBE firm may also voluntarily waive the response period.

B. Good Cause Requirement. A Consultant must demonstrate Good Cause before a request for Reduction, Substitution or Termination can be approved by the Local Agency. Good Cause does not exist if Reduction, Substitution or Termination of a DBE is sought solely so that the Consultant can self perform the work for which the DBE was engaged or so that the Consultant can substitute another firm to perform the work. In evaluating whether Good Cause exists, the Local Agency will consider, but is not limited to, the following factors:

    1. Changes in the scope of work or scheduling that directly impacts the work committed to the DBE
    2. Failure or refusal by the DBE to execute a written contract
    3. Failure or refusal by the DBE to perform the work of its subcontract consistent with normal the industry standards, provided that such failure is not the result of bad faith or discriminatory actions of the Consultant or one of its Subconsultants
    4. The DBE fails to meet reasonable, nondiscriminatory insurance requirement
    5. The DBE becomes bankrupt, insolvent, or exhibits credit unworthiness
    6. The DBE is ineligible to work because of suspension or debarment proceedings or other state law
    7. The DBE is not a responsible Consultant
    8. The listed DBE voluntarily withdraws from the project and provides to the Consultant written notice of its withdrawal
    9. The listed DBE is ineligible to receive credit for its participation

10. The DBE owner dies or becomes disabled and the firm is unable to complete the work it is committed to perform

11. The DBE ceases business operations or otherwise dissolves; and/or

12. Other documented good cause reasons determined by the Local Agency to compel the termination of the DBE Subconsultant

C. Good Faith Effort Requirement. When a Commitment is Reduced or Terminated (including when a DBE withdraws), the Consultant shall make Good Faith Efforts to find a Substitution up to the Contract Goal for the DBE whose Commitment has been Terminated or Reduced, Substitutions do not have to be in the same type of work that was Terminated or Reduced.

1. Prior to making a Substitution, the Consultant must receive the Local Agency's approval for the Substitution.

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

9.6. ENFORCEMENT

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

A. The Local Agency may conduct reviews or investigations of participants as necessary. All participants on the Contract, including, but not limited to, DBE Subconsultants or Suppliers/Vendors are required to cooperate fully and promptly with compliance reviews, certification reviews, investigations, and other requests for information. This also includes applicants for DBE certification, ESB Subconsultants and applicants for ESB certification, complainants, and Consultants using Subconsultants to meet the Contract Goal.

B. If the Local Agency determines that a Consultant, Subconsultant or Supplier/Vendor was a knowing and willing participant in any intended or actual subcontracting arrangement contrived to artificially inflate DBE participation or any other business arrangement determined by the Local Agency to be unallowable, or if the Consultant engages in repeated violations, falsification or misrepresentation, the Local Agency may:

1. Refuse to count any fraudulent or misrepresented DBE/ESB participation

2. Withhold progress payments to the Consultant commensurate with the violation

3. Reduce the Consultant's prequalification status

4. Refer the matter to the Office of Inspector General of the US Department of Transportation for investigation; and/or

5. Seek any other available contractual remedy

9.7. CONTRACT CLOSEOUT

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

9.8. NONCONSTRUCTION FEDERAL HIGHWAY ADMINISTRATION (FHWA) CONTRACT CLAUSES

Note: As future project are assigned, a copy of the applicable funding agreement will be provided to the Consultant.

A. Federal laws and regulations that may be applicable to the Work include:

1. Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967 and as supplemented in Department of Labor regulations (41 CFR Chapter 60) (All construction contracts awarded in excess of $10,000 by the Local Agency and their contractors or the Local Agency).

2. The Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3) (All contracts and sub-Agreements for construction or repair).

3. The Davis-Bacon Act (40 U.S.C. 276a to a-7) as supplemented by Department of Labor regulations (29 CFR Part 5) (Construction contracts in excess of $2,000 awarded by the Local Agency and the Local Agency when required by Federal Agreement program legislation. This act requires that all laborers and mechanics employed by contractors or sub-contractors to work on construction projects financed by federal assistance must be paid wages not less than those established for the locality of the project by the Secretary of Labor).

4. Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). (Construction contracts awarded by the Local Agency's in excess of $2,000, and in excess of $2,500 for other contracts which involve the employment of mechanics or laborers).

5. Standards, orders, or requirements issued under section 306 of the Clear Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368). Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15) (contracts, subcontracts, and sub-Agreements of amounts in excess of $100,000).

6. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).
7. Office of Management and Budget (OMB)Circulars A-87, A-21 or A-122, and A-102 or A-110, whichever is applicable.
8. The Hatch Act (5 USC 1501-1508) and Public Law 95-454 Section 4728. These statutes state that federal funds cannot be used for partisan political purposes of any kind by any person or organization involved in the administration of federally-assisted programs.
9. In any contract utilizing federal funds, land, or other federal aid, the Local Agency shall require the federal- aid recipient or contractor to provide a statement of written assurance that they will comply with Section 504 and not discriminate on the basis of disability.
10. The Uniform Relocation Assistance and Real Property Acquisition Policies Act, as amended (Public Law 91- 646, as amended and Public Law 100-17, 101 Stat. 246-256). (If the contractor is acquiring real property and displacing households or businesses in the performance of the Agreement).
11. The Drug-Free Workplace Act (Public Law 100-690 Title V, subtitle D, 41 USC 701 et seq.)
12. The Age Discrimination Act of 1975, 42 U.S.C. Sections 6101 et. seq. and its implementing regulation, 45
13. C.F.R. Part 91; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794, as amended, and implementing regulation 45 C.F.R. Part 84.
14. 23 C.F.R. Part 172, concerning "Administration of Engineering and Design Related Contracts".
15. 23 C.F.R Part 633, concerning "Required Contract Provisions for Federal-Aid Construction Contracts".
16. 23 C.F.R. Part 635, concerning "Construction and Maintenance Provisions".

B. Nondiscrimination. During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

1. Compliance with Regulations. The Contractor will comply with the Regulations of the Department of Transportation relative to nondiscrimination in Federally assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this Agreement.

2. Nondiscrimination. The Contractor, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the ground of race, color, sex, mental or physical handicap or national origin in the selection and retention of Subcontractors, including procurement of materials and leases of equipment. The Contractor will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix C of the Regulations.

3. Solicitations for Subcontracts, Including Procurement of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurement of materials or equipment, each potential Subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Agreement and the Regulations relative to nondiscrimination on the ground of race, color, sex, mental or physical handicap or national origin.

4. Information and Reports. The Contractor will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the State, or the FHWA as appropriate and shall set forth what efforts have been made to obtain the information.

5. Sanctions for Noncompliance. In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Agreement, the State shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to: a. Withholding of payments to the Contractor under the contract until the Contractor complies, and/or b. Cancellation, termination or suspension of the contract, in whole or in part.

C. Incorporation of Provisions. The Contractor will include the provisions regarding the foregoing sections and the IGA (attached) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, orders, or instructions issued pursuant thereto. The Contractor will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event the Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or supplier as a result of such direction, the Contractor may request the State to enter into such litigation to protect the interest of the State and in addition, the Contractor may request the FHWA to enter into such litigation to protect the interests of the United States.

9.9. OMB UNIFORM GUIDANCE FOR FEDERAL PROJECTS

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

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

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice inconspicuous 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 maybe canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

7. The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontractor purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States."

B. Davis-Bacon Act. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti- Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or Subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

1. The City must report all suspected or reported violations to the Federal awarding agency.

C. Rights to Inventions Made Under a Contract or Agreement. 3 If the Federal Award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," Subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

D. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251- 1387), as amended. Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). If applicable, Contractor agrees to the following:

1. Clean Air Act:

    a. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

    b. The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the federal, state, or other grant funding agency and the appropriate Environmental Protection Agency Regional Office.

    c. The Contractor agrees to include these requirements in each subcontract meeting or exceeding $150,000.

2. Federal Water Pollution Control Act:

    a. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

    b. The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the federal, state, or other grant funding agency and the appropriate Environmental Protection Agency Regional Office.

    c. The Contractor agrees to include these requirements in each subcontract meeting or exceeding $150,000.

E. Debarment and Suspension (Executive Orders 12549 and 12689). A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. If applicable, Contractor shall be bound by it's Bidder's Certification for Debarment, Suspension, Ineligibility and Voluntary Exclusion throughout the period of the Contract.

F. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non- Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

G. Domestic Preference for Procurement (C.F.R. § 200.322). To the extent consistent with law and in accordance with 2 C.F.R. § 200.322, Contractor and all of its subcontractors will to the greatest extent practicable under the Contract, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). This requirement must be included in all contracts and purchase orders that Contractor may enter into.

H. Procurement of Recovered Material (C.F.R. § 200.323).

1. In the performance of this contract/agreement, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items in accordance with 40 C.F.R. Part 247, unless the product cannot be acquired:

    a. Competitively within a timeframe providing for compliance with the contract performance schedule.

    b. Meeting contract performance requirements.

    c. At a reasonable price.

2. Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

3. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.

I. Additional Provisions.

1. Access to Records. The Contractor agrees to provide the federal fund and/or grant provider, the City, the Comptroller General of the United States, and/or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

3. The Contractor agrees to provide the federal fund and/or grant provider or authorized representatives access to construction or other work sites pertaining to the work being completed under the Project.

4. In compliance with the Disaster Recovery Act of 2018, the City and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the federal fund and/or grant provider or the Comptroller General of the United States.

5. Changes. The cost of changes, modifications, change orders, or constructive changes must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of the project scope.
Changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract as long as the City and Contractor agree to change in writing and change still meets any funding submittal and expiration dates.

6. No Obligation by Federal Government. The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-federal entity, Contractor, or any other party pertaining to any matter resulting from the contract.

7. Fraud and False or Fraudulent or Related Acts. The Contractor acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims or Statements) applies to the Contractor's actions pertaining to this contact.

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

A. Definitions

1. B2GNow. Web based platform utilized by CDOT to track Civil Rights compliance (DBE/ESB participation) and prompt payment requirements on its contracts. The Consultant will use

this platform to submit Utilization Plan(s), Subconsultant and Supplier/Vendor information on the Contract.

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

13. Professional Services. The practice of architecture, engineering, professional land surveying, landscape architecture, and industrial hygiene as defined in Colorado Revised Statutes (CRS) 24-30-1402 and 48CFR Part 2.

14. Reduction. Reduction occurs when the Consultant reduces a Commitment to a DBE. A Reduction is a partial Termination.

15. Subconsultant. An individual, firm, corporation or other legal entity to whom the Consultant sublets part of the contract. For purposes of these requirements, the term Subconsultant includes Suppliers/Vendors.

16. Substitution. Substitution occurs when a Consultant seeks to find another certified DBE firm to perform work on the contract as a result of a Reduction or Termination.

17. Termination. Termination occurs when a Consultant no longer intends to use a DBE firm for fulfillment of a Commitment. This includes, but is not limited to, instances in which a Consultant seeks to perform work originally designated for a DBE Subconsultant with its own forces or those of an affiliate, a nonDBE firm, or with another DBE firm.

18. Utilization Plan (UP). The documentation of Subconsultant and Supplier/Vendor participation on the awarded Contract. The Utilization Plan details all Subconsultants and Suppliers/Vendors included as part of the proposal team and Commitments by percentage made by the Consultant. The Consultant must submit the Utilization Plan within five (5) calendar days of receiving notice from CDOT's B2GNow system.

19. Vendor. Participant on a CDOT contract that is providing services not considered to be a Professional Services as defined in Colorado Revised Statute 24-30-1402 and 48 CFR Part 2. A vendor would provide Non- Engineering Services (i.e. Geotechnical drilling, Public Information/Relations, traffic control, etc.) and would not be overseen by a licensed engineer.

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

B. Nondiscrimination and Subcontracting Requirements for all contracts and subcontracts on FHWA federally assisted contracts with the City.

1. Non-discrimination. The Consultant, with regard to the work performed by it during the contract term, will not discriminate on the grounds of race, color, or national origin in the selection and retention of Subconsultants, including procurement of materials and leases of equipment. The Consultant will not participate either directly or indirectly in the

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

2. Civil Rights Act of 1964 Title VI. CDOT, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 US.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

3. Consultant Assurance. By submitting a proposal for this contract, the Consultant agrees to the following assurance: The consultant, sub recipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract. Such other remedy as deems appropriate, which may include, but is not limited to:

    a. Withholding monthly progress payments

    b. Assessing sanctions

    c. Liquidated damages

    d. Disqualifying the consultant from future bidding as non responsible

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

5. Subcontract Terms. Parts A-D of this section shall be included in all subcontracts or other agreements for the performance of work on the contract.

C. Contract Commitment required at the time of initial proposal. The Consultant must make a contractually binding guarantee to meet the Contract Goal in accordance with 49 CFR 26.53.

1. Affidavit of Small Business Participation. The Affidavit of Small Business Participation is the Consultant's contractually binding guarantee to meet the Contract Goal or make Good Faith Efforts to do so. CDOT's Affidavit of Small Business Participation form must be submitted with the Consultant's statement of interest proposal. Failure to submit the CDOT Affidavit of Small Business Participation form will result in the Consultant being deemed non responsive and ineligible for award. The Local Agency will copy the top preferred proposals to CDOT's Civil Rights and Business Resource Center (CRBRC) for approval of CDOT's Affidavit of Small Business Participation form. This form includes the commitments to meet the DBE goal.

2. Contract Utilization Plan (UP). Once the contract is awarded and the Local Agency receives a signed contract, the Local Agency will submit the Local Agency Professional Services B2GNow Contract Information form for CDOT to set up the contract in the B2GNow system. Once the contract is setup in the system, the Consultant will receive a notice from CDOT within five (5) calendar days of selection, to complete and submit a Utilization Plan via B2GNow. In order to complete the Utilization Plan, the Consultant shall list all DBE, ESB, and nonDBE/ESB Subconsultants and Suppliers/Vendors included as part of its "most qualified" team. The Utilization Plan shall also include all Commitments by percentage.

3. Consultant Responsibility. The Consultant is solely responsible for ensuring that the Contract Goal is achieved upon completion of the work, expenditure of funds, and/or expiration of the Contract, whichever occurs first. The Local Agency and CDOT assists in the monitoring as oversight agencies.

4. Contract Good Faith Effort Requirement. The UP will not be approved by CDOT until the Consultant documents sufficient Commitments to meet the Contract Goal or demonstrates Good Faith Efforts to meet the Contract Goal even though it did not succeed in obtaining sufficient Commitments to do so.

    a. Good Faith Efforts mean that the Consultant:

        i. Documents it has obtained enough DBE participation to meet the Contract Goal, or

        ii. Documents that it made adequate good faith efforts to meet the Contract Goal, even though it did not succeed in obtaining enough DBE participation to do so

    b. If the Consultant has not documented sufficient Commitments to meet the Contract Goal, the Consultant shall provide an explanation of its efforts to obtain Commitments by submitting the CDOT's Professional Services Good Faith Efforts Report form and supporting documentation to CRBRC.

        i. The CRBRC will conduct a review to determine whether the Consultant has demonstrated Good Faith Efforts to meet the Contract Goal

ii. The CRBRC will approve the Contract Utilization Plan if it determines that the Consultant has made Good Faith Efforts to meet the Contract Goal

c. In conducting Good Faith Effort reviews, the CRBRC will utilize the guidance found in Appendix A to 49 CFR Part 26, where applicable. The CRBRC may also consider, but is not limited to, the following factors in evaluating the Consultant's Good Faith Efforts:

i. Performance of other consultants in meeting DBE goals on contracts that have a similar scope of work, contract amount, location, and time frame

ii. Reason(s) for choosing a nonDBE subconsultant over an interested DBE

iii. Documentation of DBEs solicited by the Consultant and verification from the DBEs that they were actually contacted by the Consultant

iv. Past performance by the Consultant on contracts that have a similar scope of work, contract amount, location and time frame

v. Any other factors that may be pertinent to the factual circumstances

d. If the CRBRC determines the Consultant has made Good Faith Efforts to meet the Contract Goal, the Master Contract Utilization Plan will be approved and all documentation of the determination will be uploaded into B2GNow.

5. Administrative Reconsideration. If the CRBRC determines that the Consultant did not demonstrate Good Faith Efforts to meet the Contract Goal, the Consultant will be provided a written notice of its determination and an opportunity for administrative reconsideration by the CDOT Chief Engineer or a designee.

a. The Chief Engineer or a designee will conduct administrative reconsideration.

i. The Consultant will have five (5) calendar days from the written notice to request administrative reconsideration of an adverse Good Faith Efforts determination

ii. The request shall include the basis for reconsideration and any supporting documentation that the Consultant would like to be considered as part of the reconsideration

iii. The reconsideration should also specify whether the Consultant is requesting an informal, in person or telephonic hearing with CDOT to address the issues in the Good Faith Efforts determination

iv. If a request for an informal hearing is not made, the Consultant will be deemed to have waived this opportunity

b. Upon a hearing request, the Civil Rights and Business Resource Center will establish a date and time for the hearing and send written notice via email to the Consultant, the Local Agency and Civil Rights at least two (2) business days in advance of the hearing.

i. If schedules permit, the parties may waive the two (2) business day requirement

ii. The CDOT Chief Engineer or designee may request additional documentation from the Consultant and/or the Local Agency

iii. A copy of all requests and responses should be provided to the other party and the other party shall be given an opportunity to respond

c. The CDOT Chief Engineer or a designee shall issue the final determination as to whether the Consultant made Good Faith Efforts to meet the Contract Goal.

i. The determination will be in writing and explain the basis for the CDOT Chief Engineer's or designee decision regarding whether or not the Consultant demonstrated Good Faith Efforts to meet the Contract Goal

ii. The Good Faith Efforts determination of the CDOT Chief Engineer or designee is not appealable

D. Please refer to CDOT's Local Agency Civil Rights Guidelines for more information: https://www.codot.gov/business/civilrights/compliance/prof-services/overview. Contractor agrees to be bound by and subject to this section.

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

A. Eligible DBE Participation. In order to count towards the Contract Goal, (1) the work performed by the DBE Consultant, Subconsultant, or Supplier/Vendor must be identified in an approved Commitment, and (2) the Consultant, Subconsultant, or Supplier/Vendor must be DBE certified in the committed work upon submission of the Commitment. The Local Agency will evaluate whether the work it is committed to perform can reasonably be construed to fall within the work areas for which the DBE Consultant, Subconsultant, or Supplier/Vendor is certified. The Local Agency may request assistance from CDOT if needed.

1. If a Consultant, Subconsultant, or Supplier/Vendor is decertified as a DBE following the approval of a Contract, its participation on that Contract may continue to count as DBE participation.

2. DBE participation will be tracked through the B2GNow.

3. Only work actually performed by the DBE will count towards the Contract Goal.

a. The Consultant may count the entire amount of fees or commissions charged by a DBE firm for:

i. Providing a bona fide service, such as professional, technical, consultant, or managerial services; and/or

ii. Providing assistance in the procurement of essential personnel, facilities,

equipment, materials or supplies required for the performance of work, provided that the fee or commission is determined by the Local Agency to be reasonable and not excessive as compared with fees customarily allowed for similar services

b. When a DBE subcontracts part of the work of its contract to another firm, individual, or entity, the value of the subcontracted work may only be counted if the subcontractor is also a DBE certified firm.

   i. Work that a DBE subcontracts out to a non-certified firm will not count toward the goal

   ii. DBE firms may use an employee leasing company for the work

      I. The participation of the leased employees will count only if the certified DBE firm maintains an employer-employee relationship with the leased employees

   iii. This includes being responsible for hiring, firing, training, assigning, and otherwise controlling the on-the-job activities of the leased employees, as well as ultimate responsibility for wage and tax obligations related to the employees
   Unless certified in the work to be performed, staffing agencies only count toward the Contract Goal for placement fees and any hourly fee beyond the temporary employee's actual rate of pay

c. When a DBE performs as a participant in a joint venture:

   i. Only the portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work that the DBE performs with its own forces may count toward the Goal

   ii. In order to receive credit, the joint venture agreement must be submitted as an attachment in the utilization plan submitted through B2GNow for review and approval by CDOT

4. A DBE must be performing a Commercially Useful Function, as defined by 49 CFR 26.55(c), in order for its participation to count towards the Contract Goal.

   a. To perform a Commercially Useful Function:

      i. The DBE must be responsible for the execution of the work to be performed and

      ii. Actually performing, managing, and supervising the work

   b. In evaluating whether a DBE is performing a Commercially Useful Function, the Local Agency will consider factors, including but not limited to:

      i. The amount of subcontracted work

      ii. Industry practices, and

iii. Whether payment to the DBE is commensurate with the work for which the DBE is claiming credit, and any other relevant factors

c. DBE does not perform a Commercially Useful Function if its role is limited to that of an extra participant in a transaction through which funds are passed in order to obtain the appearance of DBE participation.

d. A DBE is presumed as not performing a Commercially Useful Function:

i. When it does not perform or exercise responsibility for at least thirty (30) percent of the total cost of the work it is contracted to perform with its own workforce; or

ii. When the DBE subcontracts a greater portion of its work than would be expected based on normal industry practice for the type of work involved.

iii. In these circumstances, the DBE may present evidence to CDOT in order to rebut the presumption.

e. In order to finalize the Contract, the Consultant must have submitted a Professional Services Commercially Useful Function Questionnaire form for each DBE firm that performed work or provided supplies toward meeting the contract goal. The DBE, Consultant and Engineer must sign the Professional Services Commercially Useful Function Questionnaire form.

f. The Local Agency's determinations regarding Commercially Useful Function matters are not appealable.

B. Utilization Plan Modifications

1. Reduction, Substitution, Termination. Reduction, Substitution, or Termination during the life of the Contract shall only be permitted at the discretion of the Local Agency based upon a demonstration of Good Cause by the Consultant. The Consultant may not Reduce, Substitute, Terminate, or add Commitments without the Local Agency's approval. Consultants may request modification approval to the Local agency. The Local Agency may request for CDOT's assistance and/or use CDOT's Professional Services DBE Participation Plan Modification Request form.

a. Notice to Subconsultant. Before requesting the Local Agency approval, the Consultant must give the DBE Subconsultant notice in writing of the Consultant's intent to Reduce, Substitute or Terminate the Subconsultant's work. Unless otherwise waived in writing by the DBE, the Consultant must give the DBE five (5) calendar days to respond to the Consultant's notice d advise the Local Agency of objections, if any, that it objects to the proposed Reduction, Termination and/or Substitution and why the Consultant's proposed action should not be approved. If required as a matter of public necessity

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

b. Good Cause Requirement. A Consultant must demonstrate Good Cause before a request for Reduction, Substitution or Termination can be approved by the Local Agency. Good Cause does not exist if Reduction, Substitution or Termination of a DBE is sought solely so that the Consultant can self perform the work for which the DBE was engaged or so that the Consultant can substitute another firm to perform the work. In evaluating whether Good Cause exists, the Local Agency will consider, but is not limited to, the following factors:

    i. Changes in the scope of work or scheduling that directly impacts the work committed to the DBE

    ii. Failure or refusal by the DBE to execute a written contract

    iii. Failure or refusal by the DBE to perform the work of its subcontract consistent with normal the industry standards, provided that such failure is not the result of bad faith or discriminatory actions of the Consultant or one of its Subconsultants

    iv. The DBE fails to meet reasonable, nondiscriminatory insurance requirement

    v. The DBE becomes bankrupt, insolvent, or exhibits credit unworthiness

    vi. The DBE is ineligible to work because of suspension or debarment proceedings or other state law

    vii. The DBE is not a responsible Consultant

    viii. The listed DBE voluntarily withdraws from the project and provides to the Consultant written notice of its withdrawal

    ix. The listed DBE is ineligible to receive credit for its participation

    x. The DBE owner dies or becomes disabled and the firm is unable to complete the work it is committed to perform

    xi. The DBE ceases business operations or otherwise dissolves; and/or

    xii. Other documented good cause reasons determined by the Local Agency to compel the termination of the DBE Subconsultant

c. Good Faith Effort Requirement. When a Commitment is Reduced or Terminated (including when a DBE withdraws), the Consultant shall make Good Faith Efforts to find a Substitution up to the Contract Goal for the DBE whose Commitment has been Terminated or Reduced, Substitutions do not have to be in the same type of work that was Terminated or Reduced.

i. Prior to making a Substitution, the Consultant must receive the Local Agency's approval for the Substitution.

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

C. Enforcement

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

   a. The Local Agency may conduct reviews or investigations of participants as necessary. All participants on the Contract, including, but not limited to, DBE Subconsultants or Suppliers/Vendors are required to cooperate fully and promptly with compliance reviews, certification reviews, investigations, and other requests for information. This also includes applicants for DBE certification, ESB Subconsultants and applicants for ESB certification, complainants, and Consultants using Subconsultants to meet the Contract Goal.

   b. If the Local Agency determines that a Consultant, Subconsultant or Supplier/Vendor was a knowing and willing participant in any intended or actual subcontracting arrangement contrived to artificially inflate DBE participation or any other business arrangement determined by the Local Agency to be unallowable, or if the Consultant engages in repeated violations, falsification or misrepresentation, the Local Agency may:

      i. Refuse to count any fraudulent or misrepresented DBE/ESB participation

      ii. Withhold progress payments to the Consultant commensurate with the violation

      iii. Reduce the Consultant's prequalification status

      iv. Refer the matter to the Office of Inspector General of the US Department of Transportation for investigation; and/or

      v. Seek any other available contractual remedy

D. Contract Closeout

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

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

SPECIAL, STATE, FEDERAL, AND GRANT FUNDING REQUIREMENTS

10.1. Special Funding Contract Requirements

The following Special Funding Contract clauses may be updated to the most recent version to correspond to each future agreement/work order as assigned.

For use with FEMA, ARPA, SLFRF, and/or other state and federal grant funds and cooperative agreements.

The following section may refer to Consultant and/or Contractor as any company contracted with the City for work on a project.

This bid attachment shall be added to all City bid projects with the potential utilization of federal or state fund projects (including projects utilizing FEMA, ARPA, SLFRF, or grant funds). The following clauses mirror the Federal Required Contract Provisions available at www.fema.gov/procurement-disaster-assistance-team.

A. Definitions

1. Agreement: For the purposes of this bid and/or project, agreement shall indicate a contract between City and Contractor.
2. Contractor: Awarded bidder, consultant, and/or engineer contracted or under agreement with the City for a specified duration or for specific project work.
3. Contract:: Any form of agreement, award, written contract, issued purchase order, purchase agreement, etc. as issued by the City as a result of a formal or informal bid, cooperative agreement, or other award as determined appropriate by the Purchasing Director and/or City Mayor and/or City Council.

B. Notice

1. The project(s) and contracts utilizing funds from a federally established fund, disaster relief program, state program, or other grant fund are subject to the sections contained herein and signature of the bid by the Contractor shall constitute Contractor's agreement to all terms within this bid, agreement, and/or contract.
2. Failure to adhere to all federal, FEMA, state, grant, and City project requirements may mean suspension or department by the City of Pueblo, the federal government, and other FEMA awarded projects (as per 2 CFR, Part 180, Implementing Executive Orders 12549 and 12689). It is the Contractor's responsibility to adhere to any federal fund project requirements that may be revised, added, stipulated by the situation or federal fund advisor, etc. Additionally, Contractor must adhere to the terms of the grant award as applicable for each project, including all federal laws, executive orders, federal regulations, state oversight regulations, etc. Failure to adhere to these and all other project requirements may mean suspension or department (see section below).

3. As indicated in each Section, some clauses determined nonapplicable for this project may be removed.

10.2. Remedies

Applicable to all contracts/agreements in excess of $250,000; 2 CFR, Part 200, Appendix II(A)

A. All remedies provided for in this Agreement may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy.

B. The City may withhold any amount that may be due Contractor as the City deems necessary to protect the City against loss including, without limitation, loss as a result of outstanding liens and excess costs incurred by the City in procuring from third parties replacement products and services necessary to complete the project.

C. City may deny payment for products not received and services not performed, or that due to Contractor's actions/inactions cannot be delivered/performed, or if they were delivered/performed and are reasonably of no value to the City, provided that any denial of payment shall be equal to the value of the City's obligations for products/services not delivered/performed.

10.3. Termination for Cause and Convenience

Applicable to all contracts/agreements in excess of $10,000; 2 CFR, Part 200, Appendix II(B)

A. Termination for Cause. Contractor's failure to perform or observe any covenant, condition, provision, or term of the contract shall constitute Contractor's default. In the event of Contractor's default, the City shall have the right to exercise its legal and equitable remedies as listed above and may immediately terminate the agreement upon written notice to Contractor.

B. Termination for Convenience. City shall have the option, in its sole discretion, to terminate the contract at any time during the term for convenience and without cause. City shall exercise this option by giving Contractor written notice of termination including date on which termination shall become effective.

C. Within 30 days after specified termination, Contractor shall submit to City a final invoice for actual property shipped, received, and accepted and/or services (partial or in full) accepted as complete by the City's authorized representative. All invoices shall be pro-rated for exact amount of product received or work submitted. City shall not pay any additional costs for loss of work or contract, administrative or work costs after termination date, costs to subcontractors or subconsultants for loss of work, or any other conditions. The City's payment obligation under this Section shall survive termination of the contract.

10.4. Equal Employment Opportunity

This section is required for all federal grant and cooperative agreement programs; 2 CFR, Part 200, Appendix II(C)

During the performance of this contract, the Contractor agrees as follows:

A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

   1. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

C. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

D. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

E. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

F. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant

thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

G. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

H. The Contractor will include the portion of the sentence immediately preceding paragraph A and the provisions of paragraphs A through H in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

    1. Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

10.5. 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)

A. Overtime requirements. Contractor will comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). 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 work week in which he or she is employed on such work to work in excess of forty hours in such work week 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 work week.

B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 6.1 of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the City for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and

guards, employed in violation of the clause set forth in paragraph A of this section, in the sum of $27 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 A.

C. Withholding for unpaid wages and liquidated damages. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph B of this section.

D. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs A through D of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs A through D of this section.

10.6. Rights to Inventions Made Under a Contract/Agreement

Applicable to contracts for performance of experimental, developmental, or research work; 2 CFR, Part 220, Appendix II(F)

If the Contractor qualifies as a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under the federal funding contract, the Contractor must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements."

10.7. Clean Air Act and The Federal Water Pollution Control Act

Contracts in excess of $150,000; 2 CFR, Part 200, Appendix II(G)

A. Clean Air Act:

1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

2. The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the federal, state, or other grant funding agency and the appropriate Environmental Protection Agency Regional Office.

3. The Contractor agrees to include these requirements in each subcontract meeting or exceeding $150,000.

B. Federal Water Pollution Control Act:

1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

2. The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the federal, state, or other grant funding agency and the appropriate Environmental Protection Agency Regional Office.

3. The Contractor agrees to include these requirements in each subcontract meeting or exceeding $150,000.

10.8. Debarment and Suspension

Required for all federal, state, grant, and cooperative agreement programs; 2 CFR, Part 200, Appendix II(H)

A. This contract is a covered transaction for purposes of 2 CFR, Part 180 and 2 CFR, Part 3000. As such the Contractor is required to verify that none of the Contractor, its principals (defined at 2 CFR Section 180.995) or its affiliates (defined at 2 CFR Section 180.905) are excluded (defined at 2 CFR Section 180.940) or disqualified (defined at 2 CFR Section 180.935).

B. The Contractor must comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

C. This certification is a material representation of fact relied upon by City. If it is later determined that the Contractor did not comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, in addition to remedies available to City, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

D. The bidder agrees to comply with the requirements of 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10.9. Byrd Anti-lobbying Amendment

Award of $100,000 or more; 2 CFR, Part 200, Appendix II(I)

Contractors must sign and submit to the City the Byrd Anti-lobbying Amendment Certification. Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a

member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient.

10.10. Procurement of Recovered Materials

Required for all federal grant and cooperative agreement programs; 2 CFR, Part 200, Appendix II(J)

A. In the performance of this contract/agreement, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items in accordance with 40 C.F.R. Part 247, unless the product cannot be acquired:

   1. Competitively within a timeframe providing for compliance with the contract performance schedule.

   2. Meeting contract performance requirements.

   3. At a reasonable price.

B. Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

C. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.

10.11. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

Required for all federal grant and cooperative agreement programs used to purchase telecommunications and video surveillance services or equipment; 2 CFR, Part 200, Appendix II(K)

The Contractor and all of its subcontractors acknowledge and will comply with the requirements of 2 C.F.R. § 200.216, including the prohibition on spending federal loan or grant funds to procure or obtain the prohibited equipment, services, or systems covered by the provision.

10.12. 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.

10.13. Access to Records

This section from Recommended Contract Provision No. 1; Required for all City federally funded projects

A. The Contractor agrees to provide the federal fund and/or grant provider, the City, the Comptroller General of the United States, and/or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

B. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

C. In compliance with the Disaster Recovery Act of 2018, the City and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the federal fund and/or grant provider or the Comptroller General of the United States.

10.14. Changes

This section from Recommended Contract Provision No. 2; Required for all City federally funded projects

A. The cost of changes, modifications, change orders, or constructive changes must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of the project scope.

B. Changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract as long as the City and Contractor agree to change in writing and change still meets any funding submittal and expiration dates.

10.15. 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.

10.16. 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.

10.17. 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.

10.18. 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 contact.

Schedule 1

Scope of Service

Excerpt from Request for Proposal dated April 16, 2024, Section 3

3.1. Objective

A. The City of Pueblo is soliciting competitive proposals from qualified civil geotechnical engineering firms to provide services to the Public Works Department as it relates to geotechnical engineering of foundations, retaining walls, pavement design, soil analysis and testing, concrete and asphalt pavement testing, detailed engineering design, and inspection.

B. Only Proposers qualified to offer such services will be considered.

C. The awarded agreements may will be utilized by the Department of Public Works and other City Departments on an as needed basis.

3.2. Minimum Qualifications

A. Proposers must be a registered engineer in good standing with the State of Colorado; must be able to stamp Civil and Geotechnical drawings.

B. Must be able to perform or subcontract soil, concrete, and asphalt testing and analysis.

C. All professionals, whether awarded Consultant, subconsultant, and/or subcontractor, if required by the State of Colorado to perform their services, must provide proof of licensing.

3.3. Scope of Service

A. Administrative Duties

1. Consultant shall attend community meetings and pre-bid conference, if required for the project, and respond to the bidder's technical questions via addendum that will be prepared by the City's Project Manager;
2. Make presentations to City Council, public, and other agencies as requested by City staff.
3. Provide litigation support, expert-witness testimony, and conduct geoforensic studies in support of City-related litigation.
4. Provide technical advice to City personnel related to all matters of geotechnical engineering, including but not limited to, current building code requirements, State and Federal regulations.

B. Geotechnical investigation and design services, including borings and material testing for Public Works projects

1. Review of geotechnical reports and maps
2. Site reconnaissance

3. Underground service alert coordination
4. Subsurface soil sampling
5. Boring logs
6. Geotechnical engineering analysis
7. Geotechnical design recommendation for grading and foundations
8. Overseen by Geotechnical Engineer

C. Pavement evaluation and design

1. Pavement corings
2. Deflection testing
3. Pavement analysis per Caltrans methodology
4. Overseen by Professional Engineer

D. Geotechnical observation and testing, materials testing, and special inspection

1. Acceptance Testing of various construction materials, including but not limited to, AC, aggregate base, subgrade, concrete, and more
2. Field sampling/testing/observation
3. Plant inspection
4. Laboratory testing
5. Laboratory certification (Caltrans, AMRL, etc.)
6. Meeting City's Quality Assurance Program

E. Geotechnical review services

1. Review of geotechnical reports
2. Review of grading and foundation plans
3. Preparation of review sheets
4. Billing
5. Coordination with planning and building/safety staff
6. Presentation at City Council meetings
7. Requires GE and CEG to perform reviews

F. The awarded Consultant(s) will be required to provide all professional services necessary to complete the following types of projects:

1. Foundations
2. Retaining walls
3. Pavement design
4. Soil analysis and testing
5. Concrete and asphalt paving testing
6. Detailed engineering design
7. Inspection
8. Additional related services as requested

G. Additionally, the Consultant shall:

1. Provide staff and services on an as-needed basis
2. Analysis of Project Site
    a. Provide recommendations for locating all amenities listed in the project scope based on user safety and experience, economic feasibility, environmental sustainability, and constructability
3. Graphics
    a. Provide necessary graphics (plans, perspectives, elevations, details, and renderings) to best illustrate the project
4. Final Design Criteria
    a. Develop final design criteria, construction materials and methods, dimensions, and site amenities
5. Electronic submissions
    a. Shall consist of an Adobe pdf version and all Computer-Aided Design files
6. As needed, Consultant may be requested to attend meetings with City, make presentations to City Council and community stakeholders, etc.

3.4. Project Implementation

A. The intent of this project is to qualify one to three (1 – 3) consultants for future work as needed.

B. At the time of each project or task, the City's Project Manager will contact the Consultant(s) to request a Proposal(s) including the following information:

1. Specific Scope of Service outlining Consultant's process for managing the project and/or

task(s)

2. Include any items/steps that Consultant recommends for thorough completion of the project/task(s)
3. A detailed Proposed Fee Schedule including assignment of personnel and a maximum not to exceed Grand Total
    a. Note: Proposed Fee Schedule shall be in accordance with Consultant's Proposed Hourly Rates as submitted with this RFP
4. Outline any cost-effective approaches to competing the project/task
5. Proposed Work Schedule with specific dates, milestones, deadlines, submittal, etc.

C. The Project Manager and authorized City's staff will evaluate the Proposal(s) and award to the Consultant determined to best meet the needs of the City.
    1. A new Agreement or Work Order will be issued for each project as assigned for the duration of that specific work.
    2. Proposal(s) may be presented to City Council prior to Agreement for a project/task.

D. Cost overages during the project must be pre-authorized and obtain written approval of the City's Project Manager.

E. If the City and Consultant are unable to agree on a scope of work and fee structure for a project, the City retains the right to negotiate with other firms able to provide services for the project.

SCHEDULE 2

Fee Schedule

Consultant's Pricing Proposal submitted May 8, 2024

PROJECT WORK TASKS

Must include all charges for administration, labor, entry, report, etc.

Line Item	Description	Unit of Measure	Unit Cost	No Bid
AGGREGATES				
1	Absorption Coarse	each	$95.00	
2	Absorption Fine	each	$95.00	
3	Aggregate Freeze/Thaw Coarse Aggregate	each	No Bid	X
4	Aggregate Freeze/Thaw Fine Aggregate	each	No Bid	X
5	Alkali Carbonate Reactivity	each	$525.00	
6	Alkali Reactivity	each	$525.00	
7	Alkali Silica Reactivity	each	No Bid	X
8	Blending Sampling and Miscellaneous Testing	hour	$100.00	
9	Chloride in Aggregate	each	$50.00	
10	Clay Lumps and Friable Particles	each	$63.00	
11	Crushing	each	No Bid	X
12	Desorption of Lightweight Aggregates	each	No Bid	X
13	Flat and Elongated Particles	each	$63.00	
14	Fractured Face Determination Coarse Aggregate	each	$63.00	

Line Item	Description	Unit of Measure	Unit Cost	No Bid
15	Fractured Face Determination Fine Aggregate	each	$63.00	
16	Gradation Analysis per Fraction	each	$95.00	
17	Gradation Analysis Pit Run Samples Larger than 12 inch	hour	$126.00	
18	Insoluble Residue in Carbonate Aggregates	each	No Bid	X
19	Lightweight Particles 2.0	each	$63.00	
20	Lightweight Particles 2.4	each	$63.00	
21	Loose Unit Weight + Voids	each	$105.00	
22	Los Angeles Abrasion Large Sized Aggregate	each	$290.00	
23	Los Angeles Abrasion Small Sized Aggregate	each	$290.00	
24	Magnesium Soundness 12 Cycle	each	$340.00	
25	Magnesium Soundness 5 Cycle	each	$368.00	
26	Micro Deval	set	$263.00	
27	Mill Abrasion	each	No Bid	X
28	Moisture Content	each	$32.00	
29	Mortar Make Properties of Fine Aggregate	each	No Bid	X
30	Organic Impunities	each	$58.00	
31	Passing No. 200 Sieve	hour	$95.00	

Line Item	Description	Unit of Measure	Unit Cost	No Bid
32	Pop-out of Lightweight Aggregates	each	No Bid	X
33	Potential Reactivity	each	$525.00	
34	Potential Reactivity 1 Year	each	No Bid	X
35	Potential Reactivity 14 Day	each	No Bid	X
36	Potential Reactivity 28 Day	each	No Bid	X
37	Rodded Unit Weight + Voids	each	$163.00	
38	Sand Equivalency	each	$90.00	
39	Scratch Hardness	each	$368.00	
40	Sieve Analysis Coarse Aggregate	each	$95.00	
41	Sieve Analysis Fine Aggregate (included in wash)	each	$95.00	
42	Sodium Sulfate Soundness (per size faction)	each	$340.00	
43	Sodium Sulfate Soundness 12 Cycle	each	No Bid	X
44	Sodium Sulfate Soundness 5 Cycle	each	$368.00	
45	Specific Gravity/Absorption Coarse	each	$105.00	
46	Specific Gravity/Absorption Fine	each	$105.00	
47	Staining Test Lightweight Aggregates	each	No Bid	X
48	Uncompacted Void Content	each	$58.00	

Line Item	Description	Unit of Measure	Unit Cost	No Bid
49	Unit Weight	each	$105.00	
ASPHALT				
50	Aging of Asphalt Cement	each	No Bid	X
51	Asphalt Content/Gradation (ignition oven)	each	$158.00	
52	Asphalt Core Thickness & Specific Gravity (per core)	each	$53.00	
53	Asphalt Max. Theoretical Specific Gravity (per sample)	each	$158.00	
54	Asphalt Mix Design Review (job spec)	each	$2,625.00	
55	Bending Beam Test	each	No Bid	X
56	Bulk Specific Gravity Coated (per specimen)	each	$53.00	
57	Bulk Specific Gravity Non-Absorptive (per specimen)	each	$53.00	
58	Compressive Strength of Hot Mix Asphalt	each	No Bid	X
59	Direct Tension Test	each	No Bid	X
60	Ductility at 39.4 degrees F	each	No Bid	X
61	Ductility at 77 degrees F	each	No Bid	X
62	Dynamic Rheometer	each	No Bid	X
63	Flash Point	each	No Bid	X
64	Marshall Mix Design (flow and unit weight)	each	$2,415.00	

Line Item	Description	Unit of Measure	Unit Cost	No Bid
65	Marshall Stability (flow and unit weight)	each	$184.00	
66	Maximum Theoretical Unit Weight	each	$158.00	
67	Mixing/Compaction Temperatures	each	No Bid	X
68	Penetration	each	No Bid	X
69	Polymer Compatibility	each	No Bid	X
70	Softening Point	each	No Bid	X
71	Solubility	each	No Bid	X
72	Specific Gravity	each	$115.00	
73	Specimen Preparation and Miscellaneous Testing	hour	$75.00	
74	Splitting of Test Samples (per lot)	each	$75.00	
75	Superpave Mix Design	each	$3,255.00	
76	Tensile Strength Ratio	each	No Bid	X
77	Thin Film Oven Aging Including Viscosities	each	No Bid	X
78	Viscosity at 140 degrees F	each	No Bid	X
79	Viscosity at 275 degrees F	each	No Bid	X
ASPHALT CONCRETE TESTING				
80	Asphalt Content by Nuclear Gage or Ignition Oven	each	$158.00	

Line Item	Description	Unit of Measure	Unit Cost	No Bid
81	Core Density	each	$53.00	
82	Core Lift Thickness	each	$53.00	
83	Extraction and Gradation	each	$100.00	
84	Gyratory Refusal	each	$420.00	
85	Hveem Mix Design	each	$340.00	
86	Hveem Properties Including Theoretical Maximum Density	each	$340.00	
87	Immersion Compression	each	No Bid	X
88	Indirect Tensile Creep	each	No Bid	X
89	Indirect Tensile Strength	each	No Bid	X
90	Lottman Tensile Strength Ratio	each	$483.00	
91	Lottman Tensile Strength Ratio Cyclic	each	$483.00	
92	Marshall Mix Design	each	$2,415.00	
93	Marshall Properties Including Theoretical Maximum Density	each	$420.00	
94	Nuclear Asphalt Content Gage Calibration	each	$546.00	
95	Sample Preparation and Miscellaneous Testing	hour	$75.00	
96	Stripping Test	each	No Bid	X
97	Swell Test	each	$120.00	

Line Item	Description	Unit of Measure	Unit Cost	No Bid
98	Theoretical Maximum Density	each	$158.00	
CEMENT				
99	Air Content	each	$75.00	
100	Autoclave Expansion Cement	each	No Bid	X
101	Blane Fineness Cement	each	No Bid	X
102	Cement Content	each	$105.00	
103	Chemical Analysis Cement	each	$105.00	
104	Compressive Strength Additional Cubes	each	$42.00	
105	Compressive Strength Tests 6 Cubes/Mix)	each	No Bid	X
106	Density	each	No Bid	X
107	False Set Paste Method	each	No Bid	X
108	Flexural Strength 3 Beams	each	$53.00	
109	Standard Properties	each	$75.00	
110	Sulfate Expansion	each	No Bid	X
111	Sulfate Expansion	each	No Bid	X
112	Time of Set: Vicat	each	No Bid	X
CONCRETE				

Line Item	Description	Unit of Measure	Unit Cost	No Bid
113	Abrasion Resistance	each	No Bid	X
114	Blocking Assessment	each	$75.00	
115	Chloride Content Chemical Analysis	each	$105.00	
116	Chloride Ion Penetration Rapid Chloride Permeability	each	No Bid	X
117	Compression Tests (6x12 cylinder)	each	$37.00	
118	Compressive Strength (cast by others)	each	$53.00	
119	Compressive Strength and Density Core Samples	each	$158.00	
120	Compressive Strength Cylinders	each	$37.00	
121	Concrete Cores (compression excludes sampling)	each	$158.00	
122	Concrete Freeze/Thaw 300 Cycles	set	$100.00	
123	Concrete Mix Design Review (job spec)	each	$2,625.00	
124	Concrete Mix Design Review (job spec)	each	$175.00	
125	Cracking Tendency of Concrete	each	No Bid	X
126	Density/Absorption of Hardened Concrete	core	No Bid	X
127	Direct Tension of Cores	each	No Bid	X
128	Drying Shrinkage	each	No Bid	X
129	Electrical Conductivity	each	No Bid	X

Line Item	Description	Unit of Measure	Unit Cost	No Bid
130	Flexural Strength Beams	each	No Bid	X
131	Flexural Test	each	No Bid	X
132	Gunite/Shotcrete Panels (3 cut cores per panel and test)	set	No Bid	X
133	Height Change of Hardened Concrete	each	No Bid	X
134	Length Change of Hardened Concrete	each	No Bid	X
135	Lightweight Concrete Fill (compression)	each	No Bid	X
136	Mixing Fee Required for Some Tests	each	No Bid	X
137	Modulus of Elasticity Tests Frame Method	each	No Bid	X
138	Pulse Velocity	hour	No Bid	X
139	Scaling Resistance	each	No Bid	X
140	Shear Bond	each	No Bid	X
141	Splitting Tensile Test Cylinders	each	No Bid	X
142	Static Segregation	each	No Bid	X
143	Surface Resistivity	each	No Bid	X
DIMENSION STONE TESTING				
144	Compressive Strength	set	$84.00	
145	Flexural Strength	set	$84.00	

Line Item	Description	Unit of Measure	Unit Cost	No Bid
146	Freeze/Thaw	each	No Bid	X
147	Modulus of Rupture	set	No Bid	X
148	Saw Cutting Dimensional Stone	hour	No Bid	X
149	Specific Gravity/Absorption	each	$95.00	
EMULSION				
150	Coating Ability and Water Resistance	each	No Bid	X
151	Debonding Testing	each	No Bid	X
152	Residue and Oil Distillate	each	No Bid	X
153	Seal Coat Design	each	No Bid	X
154	Sieve Test	each	No Bid	X
155	Storage Stability	each	No Bid	X
156	Test on Residue Ductility at 77 degrees F	each	No Bid	X
157	Test on Residue Penetration	each	No Bid	X
158	Test on Residue Solubility	each	No Bid	X
159	Vialet Testing (per time or temperature)	each	No Bid	X
MASONRY - BLOCK & SEGMENTED RETAINING WALL				
160	Concrete Block Compression Test (8x8x16)	each	$84.00	

Line Item	Description	Unit of Measure	Unit Cost	No Bid
161	British Shrinkage Additional Samples	each	No Bid	X
162	British Shrinkage (set of 3)	set	No Bid	X
163	Compression Cores	each	$53.00	
164	Compressive Strength Tests (set of 3)	set	$159.00	
165	Density	set	$75.00	
166	Dimension	set	No Bid	X
167	Fire Rating	each	No Bid	X
168	Freeze/Thaw 100 Cycle	each	No Bid	X
169	Freeze/Thaw 150 Cycle	each	No Bid	X
170	Q Block Test Series Compressive, Dimensional, Absorption	each	No Bid	X
MASONRY - BRICK				
171	Absorption Analysis (set of 5)	set	$79.00	
172	Adobe Brick Properties	each	No Bid	X
173	Coefficient of Saturation (set of 5)	set	No Bid	X
174	Compressive Strength Tests (set of 5)	set	No Bid	X
175	Dimensional Analysis (set of 5)	set	No Bid	X
176	Efforescence (set of 5)	set	No Bid	X

Line Item	Description	Unit of Measure	Unit Cost	No Bid
177	Freeze/Thaw 50 Cycle	each	No Bid	X
178	Initial Rate of Absorption (set of 5)	set	No Bid	X
179	Modulus of Rupture Flexural Strength (set of 5)	set	No Bid	X
MASONRY - COMPRESSIVE STRENGTH 8" WIDTH PRISMS				
180	Grout Filled Prisms Block 2 Course Maximum	each	$158.00	
181	Grout Filled Prisms Block Over 2 Courses	each	$235.00	
182	Grout Filled Prisms Brick	each	$158.00	
183	Hollow Prisms Block	each	$158.00	
184	Hollow Prisms Block 2 Course Maximum	each	$184.00	
185	Hollow Prisms Block Over 2 Courses	each	$235.00	
MASONRY - COMPRESSIVE STRENGTH 10" or 12" PRISMS				
186	Grout Filled Prisms Block 2 Course Maximum	each	$235.00	
187	Grout Filled Prisms Block Over 2 Courses	each	$235.00	
188	Grout Filled Prisms Brick	each	$126.00	
189	Hollow Prisms Block	each	$95.00	
190	Hollow Prisms Block 2 Course Maximum	each	No Bid	X
191	Hollow Prisms Block Over 2 Courses	each	No Bid	X

Line Item	Description	Unit of Measure	Unit Cost	No Bid
MASONRY - MORTAR AND GROUT				
192	Compressive Strength Field Sampled Mortar 6 Cubes	each	$318.00	
193	Compressive Strength Preparation of Cored Grout	each	No Bid	X
194	Masonry Grout (3x3x6 prism compression)	each	$53.00	
195	Masonry Mortar (2x4 cylinder compression)	each	$53.00	
196	Masonry Prism (half size compression)	each	$53.00	
197	Mortar Mix (6 cubes per mix)	mix	No Bid	X
198	Water Retentivity Test	each	No Bid	X
REINFORCING AND STRUCTURAL STEEL				
199	Chemical Analysis	each	No Bid	X
200	Fireproofing Density Test	each	No Bid	X
201	Hardness Test, Rockwell	each	No Bid	X
202	High Strength Bold, Nut & Washer Conformance (set)	each	No Bid	X
203	Mechanically Spliced Reinforcing Tensile Test (ACI)	each	No Bid	X
204	Pre-Stress Strand (7 wire)	each	No Bid	X
205	Reinforcing Tensile or Bend (up to No 11)	each	No Bid	X
206	Structural Steel Tensile Test (up to 200,000 matching extra)	each	No Bid	X

Line Item	Description	Unit of Measure	Unit Cost	No Bid
207	Ultimate Tensile Strength and Area Reduction	each	No Bid	X
208	Ultimate Tensile Strength and Percent Elongation	each	No Bid	X
209	Ultimate Tensile Strength and Yield Tensile Strength	each	No Bid	X
210	Ultimate Tensile Strength Including Post-Tension Strands	each	No Bid	X
211	Welded Reinforcing Tensile Test (up to No 11 bars)	each	No Bid	X
POZZOLAN SERVICES				
212	Air Content	each	No Bid	X
213	Alkali Reactivity	each	No Bid	X
214	Available Alkali	each	No Bid	X
215	Autoclave Expansion Pozzolan	each	No Bid	X
216	Blaine Fineness Pozzolan	each	No Bid	X
217	Chemical Analysis Pozzolan	each	No Bid	X
218	Density	each	No Bid	X
219	Drying Shrinkage Mortar Bar Method	each	No Bid	X
220	Fineness No. 325 Sieve Pozzolan	each	No Bid	X
221	Loss on Ignition Moisture	each	No Bid	X
222	Standard Properties	each	No Bid	X

Line Item	Description	Unit of Measure	Unit Cost	No Bid
223	Strength Activity Index Pozzolan	each	No Bid	X
SOILS				
224	200 Wash	each	$85.00	
225	Atterberg Limits	set	$90.00	
226	Atterberg Limits - Wet Preparations	each	$90.00	
227	California Bearing Ratio (3 points)	set	$500.00	
228	Chloride and Sulfate Content	each	$50.00	
229	Compaction Test Modified Proctor	each	$75.00	
230	Compaction Test Standard Proctor	each	$75.00	
231	Consolidation (with time rate)	each	$120.00	
232	Consolidation Full Cycle (without time rate)	each	$150.00	
233	Consolidation Hydro (response to wetting)	each	No Bid	X
234	Consolidation Test One Dimensional Time (additional increments)	each	No Bid	X
235	Consolidation Test One Dimensional Time (setup with initial load)	each	$840.00	
236	Direct Shear - Remolded (3 points)	set	$420.00	
237	Direct Shear - Undisturbed (3 points)	set	$1,050.00	
238	Double Hydrometer Analysis	each	$190.00	

Line Item	Description	Unit of Measure	Unit Cost	No Bid
239	Expansion Index	each	No Bid	X
240	Grain Size Analysis (1-inch to #200 sieve)	each	$100.00	
241	Grain Size Analysis (#200 sieve only)	each	$85.00	
242	Hveem Stabilometer (3 points)	set	$184.00	
243	Hydraulic Conductivity	each	No Bid	X
244	Hydrometer Analysis	each	$190.00	
245	Maximum Density	each	$75.00	
246	Moisture and Density	each	$175.00	
247	Moisture Only	each	$32.00	
248	Moisture, Ash, and Organic Matter of Peat/Organic Soils	each	No Bid	X
249	Natural Moisture and Density	each	No Bid	X
250	Permeability	each	$525.00	
251	Permeability Back Pressure Odeometer	each	No Bid	X
252	Permeability Flex Membrane (triaxial cell)	each	$525.00	
253	Permeability Remolded Sample (falling or constant head)	each	$525.00	
254	pH	each	$50.00	
255	pH and Resistivity	each	$100.00	

Line Item	Description	Unit of Measure	Unit Cost	No Bid
256	Relative Density	each	$175.00	
257	Resilient Modulus	each	No Bid	X
258	Resistivity Natural Moisture and Saturated (per specimen)	each	No Bid	X
259	Rock Testing Specific Gravity	each	$115.00	
260	Rock Testing Triaxial Compression NX	each	No Bid	X
261	Rock Testing Triaxial Compression NX Point Load Test	each	No Bid	X
262	Rock Testing Triaxial Compression NX with Stress/Stain Curve, Static E, Poisson's Ratio	each	No Bid	X
263	Rock Testing Two Cycle Slake Durability	each	No Bid	X
264	Rock Testing Unconfined Compression Peak Load Only	each	No Bid	X
265	R-value	each	$450.00	
266	Sand Equivalent	each	$90.00	
267	Sieve Analysis	each	$100.00	
268	Soil Suction	each	No Bid	X
269	Specific Gravity	each	$115.00	
270	Swell Potential - In-situ	each	No Bid	X
271	Swell Potential - Remolded	each	No Bid	X

Line Item	Description	Unit of Measure	Unit Cost	No Bid
272	Swell Test One Dimensional with Load Back for Swell Pressure	each	No Bid	X
273	Swell Test One Dimensional	each	No Bid	X
274	Thermal Resistivity	each	No Bid	X
275	Triaxial Shear Consolidated Drained	each	$473.00	
276	Triaxial Shear Consolidated Undrained	each	$394.00	
277	Triaxial Shear Consolidated Undrained with Pore Pressure	each	No Bid	X
278	Triaxial Shear Unconsolidated Undrained	each	No Bid	X
279	Unconfined Compression	each	$105.00	
280	Unconfined Compression Rock Cores Peak Load Only	each	$150.00	
281	Unconfined Compression with Stress	each	No Bid	X
282	Water Soluble Sulfates	each	$50.00	
LAB TRIAL MIX BATCHES				
283	3 Point Curve Beams for Flexural Strength and Cylinders	each	$53.00	
284	3 Point Curve Cylinders for Compressive Strength	each	$53.00	
285	CDOT Compressive Mix (mix only)	each	$2,625.00	
286	CDOT Flexural Mix (mix only)	each	$3,045.00	
287	Compressive Strength Additional Mixes	each	No Bid	X

Line Item	Description	Unit of Measure	Unit Cost	No Bid
288	Compressive Strength Single Mix	each	No Bid	X
289	Flexural Strength Additional Mixes	each	No Bid	X
290	Flexural Strength Single Mix	each	No Bid	X
291	Maturity Meter Calibration and Report (does not include probes)	each	No Bid	X
292	Maturity Meter Probes	each	$100.00	
293	Mini-Mixes	each	No Bid	X
294	Mix with Lightweight Aggregate (additional charge per mix)	each	No Bid	X
295	Time of Sets	each	No Bid	X
Additional Services				
296	Earthwork and Compaction Testing	hour	$75.00	
297	Drilled Pier Installation	hour	No Bid	X
298	Proof Load of Anchor or Dowels	hour	No Bid	X
EQUIPMENT & MATERIALS (must include operator)				
299	2 WD and/or Field Vehicle (excludes mileage)	project	No Bid	X
300	4 WD Vehicle (excludes mileage)	project	No Bid	X
301	ACM Core Sampling Core Tubes	each	No Bid	X
302	Air Sampling Cassettes	each	No Bid	X

Line Item	Description	Unit of Measure	Unit Cost	No Bid
303	Air Sampling Pump	project	No Bid	X
304	Anchor Load Test Equipment	project	No Bid	X
305	Combustible Gas Meter (LEL/O2)	project	No Bid	X
306	Concrete Coring Equipment	project	No Bid	X
307	Disposable Bailer	project	No Bid	X
308	Dissolved Oxygen Meter	project	No Bid	X
309	Drilling and Sampling with 4 Inch Auger	hour	No Bid	X
310	Drilling and Sampling with Hollow Auger	hour	No Bid	X
311	Drilling and Sampling with Track Mounted Rig	hour	No Bid	X
312	Field Sample Kit	each	No Bid	X
313	GPR Equipment	project	No Bid	X
314	Hand Auger Equipment	project	No Bid	X
315	Inclinometer	project	No Bid	X
316	Interface Probe	project	No Bid	X
317	Nuclear Density Guage	project	No Bid	X
318	Peristaltic Pump	project	No Bid	X
319	PID/FID	project	No Bid	X

Line Item	Description	Unit of Measure	Unit Cost	No Bid
320	Rebar Locator (Pachometer)	project	No Bid	X
321	Tri-meter (pH, conductivity, temperature)	project	No Bid	X
322	Vapor Emission Kit	each	No Bid	X
323	X-Ray Florescence	project	No Bid	X
324	YSI Pro - Flow Cell (DO, ORP, pH, Temp, Conductivity)	project	No Bid	X

ADDITIONAL CONSULTANT TIME

For additional Consultant hours not included in Project Work Tasks above.

Line Item	Description	Unit of Measure	Unit Cost
PROFESSIONAL STAFF			
325	Principal Engineer	hour	$210.00
326	Principal Geologist	hour	$150.00
327	Principal Environmental Scientist	hour	$0.00
328	Principal Certified Industrial Hygienist	hour	$175.00
329	Senior Engineer	hour	$120.00
330	Senior Geologist	hour	$0.00
331	Senior Environmental Scientist	hour	$0.00
332	Senior Project Manager	hour	$175.00

Line Item	Description	Unit of Measure	Unit Cost
333	Senior Staff Engineer	hour	$0.00
334	Senior Staff Professional	hour	-$1.00
335	Staff Engineer	hour	$100.00
336	Project Manager	hour	$150.00
337	Staff Geologist	hour	$100.00
338	Staff Environmental Scientist	hour	$0.00
339	Staff Professional	hour	$90.00
340	Laboratory Technician	hour	$75.00
341	GIS Analyst	hour	$100.00
342	Technical Illustrator	hour	$65.00
343	CAD Operator	hour	$65.00
344	Draftsperson	hour	$65.00
FIELD STAFF			
345	Certified Asbestos	hour	$0.00
346	Lead Technician	hour	$0.00
347	Nondestructive Examination Technician	hour	-$1.00
348	3rd Party Special Inspector	hour	$120.00

Line Item	Description	Unit of Measure	Unit Cost
349	Special Inspector Structural Steel, Welding, Fireproofing	hour	$0.00
350	Field Operations Manager	hour	$0.00
351	Supervisory Technician	hour	$0.00
352	Special Inspector for Reinforced/Prestressed Concrete, Reinforced Masonry	hour	-$1.00
353	Senior Technician	hour	$85.00
354	Field Professional	hour	$75.00
355	Technician	hour	$75.00
ADMINSTATIVE STAFF			
356	Geotechnical Assistant	hour	-$1.00
357	Environmental Assistant	hour	$0.00
358	Laboratory Assistant	hour	$75.00
359	Information Specialist	hour	$0.00
360	Data Processor	hour	$0.00
361	Clerical	hour	$50.00
SPECIALIZED STAFF			
362	Expert Witness Testimony	hour	$350.00

ADDITIONAL COSTS - COST PLUS PERCENT

For additional costs not included in Project Work Tasks above.

Line Item	Description	Unit of Measure	Unit Cost
363	Reimbursable Expenses	Cost Plus Percent	$0.00
364	Subconsultants	Cost Plus Percent	$0.00

ADDITIONAL COSTS (NOT PREVIOUSLY LISTED ABOVE)

For additional Consultant hours not included in Project Work Tasks above. NOTE: Travel, Mileage, and Per Diem will not be considered - all locations will be in Pueblo City Limits

Line Item	Description	Unit of Measure	Unit Cost
OTHER CHARGES			
365	Reproduction	Each	$0.00
366	Prints (11" x17", 18" x 24")	Each	$0.00
367	Prints (24" x 36")	Each	$0.00

Schedule 3

Identification of Personnel, Subcontractors, and Task Responsibility

Excerpt from Consultant's Proposal dated May 8, 2024, Attachment A

NUR HOSSAIN, PH.D., P.E.

PRESIDENT & PRINCIPAL ENGINEER



EDUCATION

- Ph.D. Civil Engineering (Geotechnical) University of Oklahoma, 2017
- M.S. Civil Engineering (Geotechnical), University of Oklahoma, 2010
- B.S. Civil Engineering, Bangladesh University of Engineering & Technology, 2007

REGISTRATIONS AND TRAINING CERTIFICATIONS

- Professional Engineer: Colorado (PE# 53509) Oklahoma, Texas, Wyoming, Utah & Kansas.

AFFILIATIONS

- ASCE

YEARS EXPERIENCE

- Since 2007

YEARS WITH GEOCAL

- Since 2017

Nur has over 17 years of experience in geotechnical engineering that includes critical design, client service, and team leadership for geotechnical design. His technical experience includes the design of pavements for both roadway and airport runways, earth retention systems of various types, foundations, walls of various types, settlement analyses, deep and shallow foundations, ground improvement, and slope stability/stabilization. Nur has experience with FWD, dilatometer, refraction microtremor, cone penetration, and specialized instrumentation and analyses for rock and soil slope stability and retaining wall global stability. Nur's PhD dissertation was on Mechanistic Empirical design for pavements, and he has published numerous research papers and conference proceedings on the use of ME design and sensitivity of the design parameters.

Nur has been successfully and efficiently managing projects' budget and schedule for over eight years. Nur believes in efficient project performance and quality delivery which exceeds client satisfaction.He makes sure that the project satisfies long-term goals and makes best use of the tax-payer's funds. As the Principal Engineer of Geocal, Nur thrives to professionally develop Geocal's technical staff, so they are prepared to meet the increasing demand of Colorado's infrastructure projects and therefore make a positive impact on our communities.

MAJOR PROJECT EXPERIENCE

- **US 85/Weld County Road 44 Interchange (CDOT Region 4) – Peckham, Colorado:** Project manager for this project which included foundation design for 2 bridges: one over the proposed new alignment of US 85 and the other over the Union Pacific Railroad (UPRR) Bridge, pavement design of new US 85 and Weld County Road 44, including a roundabout, embankment settlement and slope stability analyses of 20 feet to 30 feet high embankments and associated retaining walls. Challenges in this project included drilling in a difficult subsurface condition with very shallow groundwater table and caving soils, obtaining permit through UPRR and drilling within the railroad right of way. Additional challenges include foundation design involving pipe piles, H-piles, and drilled shafts.
- **US 34 Rehabilitation (CDOT Region 4) – Fort Morgan to Brush, Colorado:** Project manager for this ongoing project which includes roadway improvements along 15 miles of US 34 (Fort Morgan to Brush). Geocal activities include drilling, sampling, falling weight deflectometer (FWD) testing, laboratory testing, forensic investigation for the lateral ditch failures near Brush, pavement design including overlay and full-depth reconstruction, and life cycle cost analyses for the roadway. Challenges in this project include pavement overlay design with varying composite pavement section, and erosion of Brush lateral ditch.
- **National Western Center Projects (City & County of Denver), Denver, Colorado:** Project manager for this challenging project which consists of multiple subprojects involving Bettie Cram drive underpass design, pavement design, a retaining wall design, and recommendations related to pad-ready design for the Equestrian building pad. Existing artificial fill materials comprising of thick deposits of coal ash, wood debris, asbestos, animal carcass, sheep manure and trash are the main characteristics of the project site. Nur designed the Equestrian wall with Light-weight Cellular Concrete which satisfied the long-term global stability and settlement issues of the project. This innovative wall design is expected to help City save about $8 million by not having to remove about 5 feet to 12 feet thick organic and coal ash layers.

- **USFWS 19th Lane Road over Troublesome Creek Culvert Replacement, Flint Hills NWR, Hartford, KS - 2018:** Project Manager/Project Engineer. This project involved replacing an existing 3-pipe culvert carrying 19th Lane over Troublesome Creek with a new CBC due to significant settlement of the pipes. The surrounding area consisted of primarily marshland in the Neosho River floodplain. The geotechnical investigation consisted of drilling 2 borings into bedrock utilizing hollow-stem augers and NQ rotary coring. Due to the high magnitude of potential settlement of the CBC, Geocal recommended ground improvement strategies such as aggregate columns, soil mixing, grout, etc. Nur provided project management, oversight for the field exploration, and preparation of the geotechnical report.

- **US34 & 35th Avenue Interchange Improvements (CDOT Region 4), Greeley, CO - 2021:** This project will improve safety and help alleviate traffic congestion at the US-34 and 35th Avenue intersection by creating a grade separated interchange carrying US-34 over 35th Avenue. This entailed providing recommendations for bridge foundations, MSE walls, embankments, and pavement design. Most of the project is in CDOT right-of-way with a portion of City of Greeley Roads. Most of the highway drilling had to be conducted at night which required a large amount of traffic control coordination as well as an attenuator to be present during field work. Role: Nur provided project management, oversight for the field exploration, and preparation of the geotechnical report.

- **Kepner Legacy School Cafeteria and Classroom Additions (Denver Public Schools), Denver, CO - 2019:** Principal Engineer. Geocal performed drilling, lab testing and provided geotechnical recommendations involving shallow and deep foundations, slab-on-grade, dumpster pad and water pipeline excavations. The additions included construction of a 13,806 ft2 classroom additions, a new 2-stry cafeteria, a 8-ft diameter water pipeline connector, and a new concrete pad for dumpsters. Nur provided project management, oversight for the field and lab exploration, and reviewed the geotechnical report. Additionally, during constructions, Nur provided directions for mitigating and improving soft and yielding subgrade underneath the foundations of the classroom additions when the foundations became flooded during construction.

- **Northeast Oklahoma County Loop, near Oklahoma City, OK, OTA Project # EOC-2403:** Project manager for the 12-mile long new 4-lane turnpike highway crossing over rivers, railroads and floodplains. Geotechnical activities included foundation design of 7 bridges including a 17-span bridge crossing Canadian River and railroad, slope stability and settlement analyses for approximately 3-mile long embankments, approximately 1-mile long MSE wall design, infiltration study for the floodplain locations, and pavement design for the entire stretch of the project.

PEER-REVIEWED JOURNAL PAPERS

- Hossain, N., Singh, D., Zaman, M., and Timm, D. (2017). "Field Investigation on Understanding Contribution of Different Structural Layers to Rutting Distress of Flexible Pavement." ASCE Journal of Transportation Engineering: Part B, Pavements (Under Review).
- Hossain, N., Singh, D., Zaman, M. (2016). "Sensitivity of Traffic Input Parameters on Rutting Performance of a Flexible Pavement Using Mechanistic Empirical Pavement Design Guide", International Journal of Pavement Research and Technology, Volume 9, pp. 450-459.
- Hossain, N., Singh, D., Zaman, M. (2016). "Enhancing Rutting Prediction by MEPDG Using Data from Field Test Section in Oklahoma", Transportation Research Record, No. 2590, Transportation Research Board, Washington, D.C., pp. 28-36.
- Hossain, N., Singh, D., Zaman, M. (2015). "Development of Rut Prediction Models from an Instrumented In-service Test Section on Interstate-35", International Journal of Pavement Research and Technology, Vol. 8, No. 5, pp. 305-314.

CONFERENCE PROCEEDINGS

- Hossain, N., Singh, D., Zaman, M. (2016). "Sensitivity of Axle Load Spectra on Performance of a Flexible Pavement Using Mechanistic Empirical Pavement Design Guide", TRG India Conference.
- Hossain, N., Singh, D., Zaman, M., and Rassel, S. M. (2014). "Local Calibration of MEPDG Rut Models: Oklahoma's Experience from an Instrumented Pavement Section", The 14th International Conference of the International Association for Computer Methods and Advances in Geomechanics (IACMAG), Kyoto, Japan.
- Hossain, N., Solanki, P., Zaman, M., Muraleetharan, K. K., and Singh, D. (2013). "Development of Field Rut Prediction Models from an Instrumented Test Section on Interstate-35", Transportation Research Board 2013 Annual Meeting, Washington, D.C.
- Hossain, N., Singh, D., and Zaman, M. (2013). "Dynamic Modulus-based Field Rut Prediction Model from an Instrumented Pavement Section", 2nd Conference of Transportation Research Group of India (2nd CTRG), Agra, India. Elsevier Procedia- Social and Behavioral Sciences, No. 104, pp. 129-138.

MATT COEN, P.E.

PROJECT ENGINEER



EDUCATION

- MS Geological Engineering, Colorado School of Mines, 2017
- B.S. Geological Engineering, Colorado School of Mines, 2016

REGISTRATIONS/ TRAINING AND CERTIFICATIONS

- Colorado PE #61286
- 40-hour HAZWOPER Certification
- 8-hour HAZWOPER Refresher
- NWC HSSE On-Boarding Training

YEARS EXPERIENCE

- Since 2015

YEARS WITH GEOCAL

- Since 2017

Matt joined Geocal after earning a Master's and Bachelor's degree in Geological Engineering from the Colorado School of Mines in 2017 and 2016, respectively, with a Geotechnical Engineering focus. Prior to coming to Geocal, Matt worked at Wyoming Analytical Laboratory, Inc. as a lab technician performing geochemical tests. During that time, Matt also worked as a geological/ mining engineering intern for Westmoreland Coal Company for a summer doing mine slope stability analysis and exploration drilling projects.

Matt is proficient in coordinating and logging investigative drilling, geological mapping, and reading construction plans and details. He has experience in numerical modeling software (e.g. ArcGIS, PHASE 2.0, GeoStudios, and Rocscience). He also has experience in caisson inspections. He also has a very strong ability to write reports summarizing the results of field investigations and laboratory test results. He is also proficient in developing pavement designs in accordance with current MGPEC, AASHTO, and CDOT standards.

MAJOR PROJECT EXPERIENCE:

- **I-25 North Culverts (CDOT Region 4) - Loveland, Colorado:** Staff Engineer. Provided geotechnical engineering for concrete-box-culverts (CBCs) through soft ground and shallow groundwater, excavation stability, and settlement evaluations in accordance with CDOT procedures.
- **National Western Center, Equestrian Center Retaining Wall Design (City & County of Denver) - Denver, Colorado:** Staff Engineer. Provided geotechnical recommendations for design of a retaining wall with considerations for subgrade treatment of an unstable layer of decomposing animal excrement during construction. Assisted in the design of the wall with Light-weight Cellular Concrete to satisfy the long-term global stability and settlement issues of the project and is expected to help City save about $8 million.
- **48th Street Levee Improvements (City & County of Denver) - Denver, Colorado:** Staff Engineer. Provided geotechnical engineering, such as stability and settlement analyses for the raising of the levee along the South Platte River as part of a project to improve the walking path.
- **Central Utility Plant (CUP) Facility (City & County of Denver) - Denver, Colorado:** Staff Engineer. Provided foundation recommendations and excavation stability for several light-weight structures, warehouse, and below-ground structures in potentially contaminated subgrade situated in the National Western Center Campus.
- **Exit 11 Improvements, Raton Pass (CDOT Region 2) - Trinidad, Colorado:** Staff Engineer. Provided pavement design for the interchange roadways as well as foundation recommendations and stability analyses for the retaining walls adjacent to the new bridge. Efforts involved the replacement of the existing bridge over I-25 at the Starkville Interchange as well as interchange improvements including the addition of two roundabouts.
- **Tennessee & Oneida Storm Project, City & County of Denver - Denver, Colorado:** Staff Engineer. Provided pavement design following 2019 MGPEC methods and geotechnical recommendations for construction of 4,000 feet of new storm drains that comprised of 72-inch concrete pipe and an 8-foot by 7-foot concrete box culvert following the 2016 Wastewater Capital Projects Management Standard Construction Specifications.

BACH PHAM, PH.D., P.E.

STAFF ENGINEER



EDUCATION

- Ph.D. in Civil Engineering, University of Colorado Denver, 2021
- M.S. in Civil Engineering, Technische Universitat, Berlin, 2015
- B.S. in Civil Engineering, Technische Universitat Berlin, 2013

REGISTRATIONS AND TRAINING CERTIFICATIONS

- Professional Engineer: Colorado
- FE in Civil Engineering
- NHI Roadside Safety Design
- NHI Soil Slope Embankment Design and Construction

YEARS EXPERIENCE

- Graduate Research Assistant & Teaching Assistant: 2016-2021
- Student Intern in CDOT Region 1 Material Unit: 2019-2021

YEARS WITH GEOCAL

- Since 2022

Bach joined Geocal after earning a Ph.D. in Civil Engineering from the University of Colorado in 2021. Prior to coming to Geocal, Bach worked as teaching assistant where he instructed and assisted students with geotechnical lab testing. As a research assistant, he worked on the study of LRFD Resistance Factor Calibration for driven H-piles and participated on research about bearing pressure requirements for truncated base MSE and GRS walls.

Bach is proficient in drafting designs using AutoCAD and MicroStation software. He had interned in CDOT Region 1 Materials Unit during his graduate study. He has experience supporting geotechnical projects, conducting pavement design and life cycle cost analysis. His technical knowledge includes bridge, pavement, and earth structure design. He can use engineering judgment to draw conclusions and recommendations to support and manage infrastructure and transportation projects.

PROJECT EXPERIENCE:

- **Geocal- 2022 to Current:** Staff Engineer.
  - CDOT Region 1 FY24-25 Project Materials Support: Preliminary Pavement Structure Investigation and Traffic Control Services – 2023 to 2024
  - S Monaco Parkway and Cherry Creek N Drive Bridge Replacement project.
  - Iliff Avenue (Quebec to Hampden) Windstream Fence project.
  - E 88th Avenue (from I-76 Northbound Interchange ramps to State Highway 2) Roadway Widening project.
  - College Avenue and Trilby Road Intersection Improvement project.
  - US Fish & Wildlife Service (USFWS) Nationwide Safety Bridge Inspection Program **–:** CAD Technician/ Assistant Bridge Inspector. Field responsibilities included taking standard bridge photos, measuring bridge channels/clearances. Office responsibilities include preparing photo pages and captions, updating bridge sketches, refuge maps in CAD and bridge waterway measurement spreadsheets.
- **CDOT Region 1 Materials- 2019 to 2021:** Student Intern.
  - Rehabilitation of SH72 Ward Rd. project, Colorado.
  - Road widening and safety improvement for I-76 (York St to Dalia St) project.

TERRENCE REID, P.G. (WY)

STAFF GEOLOGIST



EDUCATION

- MS Engineering Geology, University of Canterbury, 2017
- BS Geology-Biology, Whitman College, 2010

REGISTRATIONS/ TRAINING AND CERTIFICATIONS

- Registered Professional Geologist: Wyoming (#PG-4321)
- NHI Intro to Safety Inspection of In-Service Bridges
- 40-hour HAZWOPER Certification
- 8-hour HAZWOPER Refresher
- NWC HSSE On-Boarding Training

YEARS EXPERIENCE

- Since 2010

YEARS WITH GEOCAL

- Since 2017

Terrence joined Geocal after earning a professional master's degree in Engineering Geology from the University of Canterbury in 2017. Prior to coming to Geocal, Terrence had worked at CRL Energy in Greymouth, New Zealand as a graduate geologist and previously, performing wellsite geology as a mud logger and mass spectrometry technician with KCB Geo Services in various sedimentary basins across the continental United States.

Terrence is proficient in investigative drilling and field logging of rock and soils and geological mapping. He has managed drilling operations, scheduled traffic control and coordinated with subcontractors. He also has experience in environmental water sampling, ground truthing geophysical data, coal lab testing and reservoir fluid analysis.

Terrence also has experience as an assistant bridge inspector for CDOT routine bridge inspections. He has also prepared inspection photos, captions, and drafting (with MicroStation and AutoCAD) for CDOT bridge inspections, Eastern Federal Lands Highway Division bridge inspections, and US Fish & Wildlife bridge inspections.

FOUNDATIONS EXPERIENCE: Field geotechnical investigation program coordination and field logging for:

- Crystal Valley Interchange - Town of Castle Rock & Douglas County
- US85/Weld CR44 Peckham Interchange - CDOT Region 4
- Equestrian Center Retaining Wall - National Western Center, City & County of Denver
- Levee Raising for 48th Ave and 51st Ave Bridges - City & County of Denver
- Red Rocks Stage Roof Expansion - City & County of Denver
- Rio Grande at Slaughterhouse Gulch Bridge Rehabilitation - City of Littleton
- Arnold Avenue Bridge Replacement - El Paso County
- Minor Structures Replacements - Boulder County
- 6 culverts under I-25 North - CDOT Region 4
- Calhoun-Byers Bridge - Adams County
- Gothic Road Bridge over Slate River - Gunnison County

PAVEMENT REHABILITATION EXPERIENCE: Field geotechnical investigation program coordination and field logging for:

- CDOT Region 1 FY24-25 Project Materials Support: Preliminary Pavement Structure Investigation and Traffic Control Services – 2023 to 2024
- US34 Resurfacing, Fort Morgan to Brush - CDOT Region 4
- SH71 Brush North Pavement Condition Survey - CDOT Region 4
- SH52B Platte River North Pavement Condition Survey - CDOT Region 4
- DEN Runway 17R-35L Rehabilitation - Denver International Airport
- COSA Runway 17R-35L Reconstruction - Colorado Springs Airport

STORM SYSTEM EXPERIENCE: Field geotechnical investigation program coordination and field logging for:

- Jackson Street Storm Sewer, Phase 2 - City & County of Denver
- Tennessee & Oneida Storm Sewer - City & County of Denver
- Sanderson Gulch Storm System - City & County of Denver

PRITOM SAHA

STAFF ENGINEER



EDUCATION

- B.S. in Petroleum Engineering, University of Oklahoma, 2021

REGISTRATIONS/ TRAINING AND CERTIFICATIONS

- Intro to Safety Inspection of In-Service Bridges
- Defensive Driving Course

YEARS EXPERIENCE

- Since 2021

YEARS WITH GEOCAL

- Since 2022

Pritom joined Geocal after earning a Bachelor's degree in Petroleum Engineering from the University of Oklahoma in 2021. Prior to coming to Geocal, Pritom worked as a process control technician intern for Super Petrochemical Limited (SPPL) where he was responsible for performing chemical tests and checking on the reduction of sulfur in Naphtha (crude oil) samples so as to ensure that the samples met the required standards.

Pritom is proficient in coordinating with subcontractors for field operations and logging soil and rock lithologies during investigative drilling. He has experience in working with various computer and modeling programs such as Petrel, RStudio, Python, and AutoCAD. He also has experience in bridge inspections for various government entities such as CDOT and USFWS.

PROJECT EXPERIENCE:

- **CDOT Region 1 FY24-25 Project Materials Support: Preliminary Pavement Structure Investigation and Traffic Control Services – 2023 to 2024:** Performed a geotechnical exploration for CDOT on multiple state and federal highways to investigate the condition of the existing pavement, base, and subgrade. The existing pavement (both asphalt and concrete) was cored, and samples of the subgrade were collected. The collected cores were measured, photographed, and the composition and lifts were identified (asphalt only).
- **Crystal Valley Parkway – Castle Rock, Colorado:** Field Engineer – Performed the field exploration for the design of a new interstate interchange which involved drilling deep (>100 ft) borings. Coordinated with multiple subcontractors (drillers, traffic control, etc.) and monitored the on-site activities.
- **Airport and Powers Interchange – Colorado Springs, Colorado:** Field Engineer – Performed the field exploration for the design of a new highway interchange which involved drilling 44 borings and coordinating with multiple entities. Coordinated with multiple subcontractors (drillers, traffic control, etc.) and monitored the on-site activities.
- **SH-119 Bikeway Improvements – Boulder County, Colorado:** Field Engineer – Performed the field exploration for the design of a new bikeway along a corridor of the Front Range that involved coordinating with multiple entities and towns. Coordinated with multiple subcontractors (drillers, traffic control, etc.) and monitored the on-site activities.
- **Fire Station #13 – City and County of Denver, Colorado:** Field Engineer – Performed on-site observation for the excavation of a series of three test pits at a fire station to determine the existing foundation type. He worked with the on-site contractors to perform the work and restore the site to the 'pre-work' condition.

ADDITIONAL PROJECT EXPERIENCE:

- CDOT Region 1 FY 24-25 Materials Testing
- Washington Street Improvements Project
- Weld County Road 20 and Coal Ridge Ditch Bridge Replacement
- Calawba Court Improvements Project
- CDOT On-System Bridge Inspections

DAVE MONTANO

GROUP LEAD & MATERIALS TECHNCIAN/ CONSTRUCTION INSPECTOR



EDUCATION

- BS Civil Engineering Technology, Colorado State University - Pueblo, 2012

REGISTRATIONS & CERTIFICATIONS

- Radiation Safety & Nuclear Gauge Certification
- WAQTC Embankment & Base Testing Technician, Soils Inspector
- CAPA LabCAT A B & C
- CAPA I Asphalt Paving Inspector
- ACI Concrete Field Testing Technician – Grade I
- ACI Concrete Strength Testing Technician
- Site Manager/LIMS training
- CDOT'S Math, Surveying & Plan Reading
- CDOT Traffic Control Supervisor
- CDOT Erosion Control Supervisor
- ACPA-CDOT PCCP Inspector
- CDOT MTT (TETP)

AFFILIATIONS

- ASCE, Associate Member

YEARS EXPERIENCE

- Since 2012

YEARS WITH GEOCAL

- Since 2013

David is a civil engineering graduate who has started with Geocal in the spring of 2013. He has displayed a high degree of organization, sound ethics, strong technical and communication skills, as well as leadership qualities that have benefited each of the projects he's been involved with.

David is our Colorado Springs Office Manager and Group Services Lead.

He has helped train and develop knowledgeable and trustworthy materials technicians in order to ensure quality services. David oversees day to day activities of the technicians and assists in project start up and close out. He also visits the projects on a regular basis in order to offer field testing and lab support as well as LIMS/Site Manager assistance.

Mr. Montano has overseen and been involved with a number of projects in the Region 2 area as well as for the City of Colorado Springs and Pueblo County municipalities. His most recent projects were for SH116 Resurfacing in Two Buttes, HWY 50 Concrete Paving from Fowler to Manzanola and Highway 50C Overlay project in Pueblo. For these projects and more, David reviewed, prepared and distributed project invoices and progress reports as well as monitored the technician duties and hours in order to ensure that project completion was within the allotted budget. He also provided guidance and assistance for the onsite technicians and project managers by making himself physically available and by being actively involved with the project and its related requirements.

PROJECT EXPERIENCE:

- **SH 116 Resurfacing Project, CDOT R2, Two Buttes, Colorado**
- **Highway 50 Concrete Paving from Fowler to Manzanola, CDOT R2**
- **Highway 50c Resurfacing Project, CDOT R2, Pueblo, Colorado**
- **Ilex & I-25 Design/Build, Pueblo, Region 2 CDOT I-25 Interchanges, and ADA Ramps, South Nevada to North**
- **Academy & Powers, CDOT R2 Colorado Springs, Colorado**
- **I-25 Butte Creek South Resurfacing – Region 2 CDOT**
- **Taxiway E, G & H Reconstruction Phase IV – Colorado SpringsAirport, Colorado**
- **US-50 Sustainable Main Street Initiatives Project – Fowler, Colorado**
- **Austin Bluffs Parkway Expansion and Reconstruction - Colorado Springs, Colorado**
- **Realign and Rehabilitate / Reconstruct Taxiway A9, PuebloMemorial Airport – Pueblo, Colorado**
- **Various Dam Rehabilitation – Pueblo County, Colorado**

JOHNNY MENA

SENIOR INSPECTOR



EDUCATION
- Blair High School – Pasadena, CA

REGISTRATIONS AND TRAINING CERTIFICATIONS
- LabCAT Level A, B (Rocky Mountain Asphalt Education Center)
- CDOT Concrete Pavement Inspector – Level 1
- CDOT Traffic Control Supervisor (TCS)
- CDOT Transportation Erosion Control Supervisor (TECS)
- WAQTC Embankment and Base Testing Technician, Soils Inspector
- CDOT Math, Plan Reading, & Surveying
- Site Manager and LIMS Training
- Radiation Safety and Nuclear Gauge Certification
- ACI Concrete Field Testing Technician – Grade I
- ACI Concrete Strengths
- Site Manager & LIMS Software Trained

YEARS EXPERIENCE
- Since 2004

YEARS WITH GEOCAL
- Since 2011

Johnny has over 15 years of experience in construction inspection, observation, and materials testing for a transportation projects with a shown progression of tasks and work management. Johnny has performed inspection of superstructures for multiple bridges, caisson installations, girder erections, various other structures and walls, as well as demolition work per demo plans. Project management experience includes construction estimating, plan review, schedule review, safety critical plan review.

He also has provided materials testing and testing management, document control and assessing QA/QC processes. Johnny has also demonstrated his attention to detail by providing documentation for projects including collecting and filing Buy America Letters, COC's, CTR's, or other construction materials information. He can also retrieve information on the APL (approved product list), calculate price reductions, utilize CDOT QPM programs for incentive/disincentive calculations, and finalize the project documentation books.

As the Construction Materials Services Group Lead, Johnny is responsible for fielding material testing requests, coordinating testing with project leadership, and managing Geocal's crew of materials testing technicians.

MAJOR PROJECT EXPERIENCE:

- **I-25 Resurfacing MP 79.6 to 92:** Inspector. Johnny performed the majority of the structural elements of the bridge repairs and observations associated with environmental concerns on the project. With quantities accounted for, Johnny also assisted the Project Engineer in inputting the documentation into the Site Manager and assisted in EEO interviews, and approving contactor's pay estimates.
- **C470 Express Lanes D/B – Region 1 CDOT:** Pavement/Structures Inspector. Johnny was responsible for performing day-to-day inspection of activities as assigned by the project engineer including documentation and inspection of construction activities, including review of MHT's, monitoring traffic control, inspection for retaining walls, and bridge structures. Johnny's duties included review of the drainage systems, Type 7 wall barrier, MSE wall structural elements, soil nail wall construction, and pre-cast concrete retaining walls. Johnny also observed the placement of drilled caissons, columns, abutments, sleeper slabs, bridge deck and bridge railing. All these efforts were in addition to preparing daily reports, assisting in weekly meetings, and reviewing shop drawings. Also, each effort required a Hold Point verification which was then verified by Johnny to advance with the scope of work.
- **CDOT Region 2 FY15 Concrete Panel Replace:** Work items consist of utility work, grading, subgrade preparation, base course placement, concrete paving, and traffic control. As inspector/tester Mr. Mena was responsible for all Site Manager/LIMS entry and preparing COC's and CTR's for project documentation.
- **City of Thornton dedicated inspector/tester for Public Works Projects:** For three years, Johnny was the primary contact for various infrastructure improvements projects with the City of Thornton and performed the documentation and testing for multiple roadway, utility, and structures. Johnny communicated and coordinated his efforts, was able to work independently, and reliably followed through on tasks during each project.

DERRICK MOLINA

LABORATORY MANAGER



EDUCATION

- B.S. Civil Engineering, University of Alabama, 2016

REGISTRATIONS AND TRAINING CERTIFICATIONS

- Radiation Safety and Nuclear Gauge Certification
- ACI Concrete Field Testing Technician – Grade I
- ACI Lab Testing Technician - Grade 1
- WAQTC Embankment and Base Testing Technician, Soils Inspector
- LabCAT Level A, B, C (Rocky Mountain Asphalt Education Center)
- CDOT Math, Plan Reading, & Surveying
- CDOT LIMS and Site Manager Training
- CDOT TETP Certified

YEARS EXPERIENCE

- Since 2016

YEARS WITH GEOCAL

- Since 2017

Derrick has over 7 years of experience in construction materials testing for infrastructure, transportation, buildings, and other commercial developments. Derrick ensures our laboratory maintains its certifications and accreditations with the AASHTO Materials Reference Laboratory (AMRL), Concrete & Cement Reference Laboratory (CCRL), CDOT, and RTD. With his expertise in ASTM, AASHTO, and FAA standard testing procedures for design, Derrick plays an integral role in our geotechnical investigations by performing soil and bedrock testing and reporting.

To support our construction services, Derrick has completed an extensive list of training certifications to ensure testing procedures and results for construction materials are in accordance with project specifications. He also regularly assists in setting up field lab trailers and calibrating laboratory equipment to verify compliance with our AMRL, CCRL and CDOT certifications.

Having monitored or performed laboratory materials testing for nearly every project that Geocal has serviced in the last 5 years, Derrick is familiar with several local agency testing requirements. With his managerial role, he is also responsible for administrative duties, training field and laboratory staff, scheduling, reporting and project documentation.

PROJECT EXPERIENCE:

- **C470 D/B Widening and Express Lanes - CDOT Region 1**
- **SH7 PH 3&4 Resurfacing - CDOT Region 4**
- **I25 Express Lanes Phase 3 - CDOT Region 1**
- **SH119 Wall Repair at MP6.8 - CDOT Region 1**
- **SH79 Resurfacing MP19-MP24 - CDOT Region 4**
- **SH14 & Weld CR33 Intersection Improvements - CDOT Region 4**
- **ADA Ramp Services for the ESB Curb Ramps - CDOT Region 1**
- **Gun Club & Quincy Reconstruction - City of Centennial, CO**
- **2018 Street Rehabilitation Program - City of Centennial, CO**

KAITLYNN LANGENBAU

LABORATORY TECHNICIAN



EDUCATION

- BS in Geology, minor in Geospatial Technology – South Dakota School of Mines and Technology, 2016

REGISTRATIONS/ TRAINING AND CERTIFICATIONS

- LABCat A, B, C, & E
- Radiation Safety and Nuclear Gauge Certification
- WAQTC Embankment and Base Testing Technician, Soils Inspector
- ACI Concrete Field Testing Technician – Grade I
- ACI Strengths Technician
- CDOT MTT Certification
- LIMS Site Manager Training

YEARS EXPERIENCE

- Since 2017

YEARS WITH GEOCAL

- Since 2019

Kaitlynn has 7 years of experience in construction materials testing, observation, and laboratory testing. Work experience has been focused on infrastructure, and transportation projects, specifically for airports and roadway projects. Kaitlynn has experience with CDOT, PPRTA, City of Colorado Springs and various other agency specifications and requirements. She is knowledgeable and experienced regarding field testing and laboratory testing for asphalt paving. In addition, she has solid experience with earthwork and backfill, aggregate base course, structure concrete, retaining wall and bridge construction.

Kaitlynn has just finished performing both field and laboratory testing and LIMS/Site Manager data entry for the SH 116a Overlay Project in Lamar CO. and the Colorado Springs Airport, Taxiway G & M Reconstruction. Ms. Langenbau was the project lead materials testing technician for both of these projects and has shown an excellent ability to communicate effectively between owner representatives, contractors, inspectors, and quality assurance personnel as well as demonstrating that she can effectively control the projects testing requirements, documents and data entry.

MAJOR PROJECT EXPERIENCE:

- **SH 116A Resurfacing – CDOT Region 2**
- **I-25 Ilex Design Build – CDOT Region 2**
- **Marksheffel Road Bridge over Sand Creek, Colorado Springs, CO**
- **Colfax Signal Improvements – CDOT Region 1**
- **Taxiways G & M, Delce – Colorado Springs Airport**

ELIAS DIAZ

MATERIALS TECHNICIAN



EDUCATION

- Centennial High School, Pueblo, CO
- Pueblo Community College - General Studies

REGISTRATIONS/ TRAINING AND CERTIFICATIONS

- Radiation Safety and Nuclear Gauge Certification
- ACI Concrete Field Testing Technician – Grade I
- ACI Concrete Strengths
- LabCAT Level A,B, (Rocky Mountain Asphalt Education Center)
- WAQTC Embankment and Base Testing Technician, Soils Inspector
- LIMS/Site Manager
- CDOT TETP
- TCS (Traffic Control Supervisor)
- CDOT Basics-Math, Survey & Plan Reading
- RMAEC – APM Inspection (Asphalt Paving Materials Inspection)

YEARS EXPERIENCE

- Since 2018

YEARS WITH GEOCAL

- Since 2018

Elias' experience includes construction materials sampling, testing, construction observation and construction inspection services. His experience is primarily related to quality assurance and control projects with specialized testing in roadway, highways, and general infrastructure. Mr. Diaz' project experience includes assignments in Colorado with a focus on QA/QC Testing and Inspections for embankment, concrete, and asphalt paving.

In his time in this industry, he has displayed a high degree of organization, sound ethics, and strong technical and communication skills. Each of the projects he has been involved with has benefited as he has performed laboratory testing, field testing, construction inspections and project documentation either independently or collaboratively on a team. His latest assignments had him performing various inspections and lead testing for CDOT R2 on the SH96 Overlay project, the SH105A Safety Improvements, SH 105A Safety Improvements and the Highway 50B Cable Rail project. He also performed Owners Assurance testing on various on-call projects for the City of Colorado Springs, Colorado Springs Airport and El Paso County. By using trustworthy work ethics, available resources and continued education in the required fields of Inspection and Materials Testing, Mr. Diaz continues to prove that he is a very responsible and reliable resource for both the assigned project and the Owner's Assurance Team.

PROJECT EXPERIENCE:

- **MAMSIP, Colorado Springs, CO - CDOT R2 North**
- **SH 96 Westcliffe to Wetmore Resurfacing - CDOT R2 North**
- **SH 105A Safety Improvements, Monument CO.-CDOT Region 2, El Paso County**
- **Highway 50B Cable Rail Project, Penrose, CO.- CDOT Region 2**
- **I-25 from Fountain to S. Academy & SH 94 east of Marksheffel Rd, Improvements – CDOT Region 2**
- **Dublin & Peterson Intersection, Colorado Springs, CO**
- **US 50 Texas Creek Resurface Project – CDOT Region 2**
- **US 285 Resurfacing, Fairplay, CO – CDOT Region 2**
- **Colorado Springs Airport Taxiway G & M Reconstruction**
- **I25/Ilex D/B QA team – CDOT Region 2**

FELIX CORDOVA

LEAD MATERIALS TESTING TECHNICIAN



EDUCATION

- B.S. in Mass Communications Colorado State University – Pueblo

REGISTRATIONS AND TRAINING CERTIFICATIONS

- Radiation Safety and Nuclear Gauge Certification
- CDOT - MTT Certification (TETP)
- CDOT - Lims & Site Manager Training
- ACI - Concrete Field-Testing Technician – Grade I
- ACI - Concrete Strength Testing Technician
- WAQTC Soils and Embankment Inspection/ Testing
- LabCAT Level A, B & C-, (Rocky Mountain Asphalt Education Center)
- RMAEC – Asphalt Paving Materials Inspector (APM)
- ACPA/CDOT - PCCP Inspector
- CDOT/CCA – TCS (Traffic Control Supervisor)
- CDOT Basics -Math, Survey & Plan Reading
- OSHA 10

YEARS EXPERIENCE

- Since 2018

YEARS WITH GEOCAL

- Since 2020

Felix's experience includes owners' acceptance sampling and testing of construction materials, construction inspections and observations. Mr. Cordova has over six years of experience in construction materials testing and observation services; including quality assurance and control projects primarily related to airports, roadways and highways, general infrastructure, and municipal projects. His project experience includes FAA and CDOT projects in Colorado with a specialized focus on QA/QC Testing for bridge structures, concrete and asphalt paving as well as minor inspections for HMA and PCCP paving, striping and sign structures.

Felix has provided a beneficial role in our projects since starting with Geocal in 2020 including, leading our QA materials testing team for the Chater Oak and Military Access Road Improvements, the I-25 from Fountain to S. Academy Widening, South Academy Blvd Widening as well as Colorado Springs Airport Construction projects. For these projects and more, he oversaw the Site Manager and LIMS data input, OA testing of concrete, asphalt, soils and aggregate materials, materials documentation, subgrade evaluations, and conflict resolutions. Felix also, provided inspections for HMA & PCCP paving, sign panels, sign bases, and punch list items. In addition, he has proven to be very organized, detailed and communicates very well with contractors and owners' representatives.

To Add, Felix's experience, he has knowledge of pre-cast concrete batch plants which has allowed him to be well versed in pre-cast materials for storm utilities, retaining walls, structural bridge components and railroad ties. His proficiency in computer software gave him familiarity to operate a concrete batch plant, as well as an in-depth knowledge of the components that make up concrete mixes and their relationship with one another.

PROJECT EXPERIENCE:

- **South Academy Blvd Reconstruction – CDOT Region 2, City of Colorado Springs**
- **I-25 Improvements from Fountain to S. Academy – CDOT Region 2**
- **Military Access Rd & Charter Oak Rd Improvements – CDOT Region 2**
- **Colorado Springs Airport Taxiway/Runway B Rehabilitation – City of Colorado Springs**
- **Platte Avenue Bridge Reconstruction – City of Colorado Springs**
- **Route 8 Pedestrian & Transit Construction – City of Colorado Springs**
- **US160/US550 Connector, CDOT Region 5, Durango, CO**
- **SH96 Flatwork Project – CDOT Region 2**
- **US 24 Sign Replacements – CDOT Region 2**

Additional Information for Master Contract

Proposer's Agreement to Special Funding Requirements

System for Award Management (SAM.gov) Registration

Certificate of Good Standing

Affirmative Action Plan - To be added prior to contract signatures

PERA Questionnaire - To be added prior to contract signatures

Insurance Certificate(s) - To be added prior to contract signatures

COMPLETE AND RETURN THIS PAGE

ACKNOWLEDGEMENT OF FUTURE FUNDING FORMS

A sample of the Required Funding Forms are attached:

- Certification Regarding Byrd Anti-Lobbying
- Affidavit of Small Business Participation
- Bidder's Certification for Debarment, Suspension, Ineligibility, and Voluntary Exclusion
- Lobbying Restrictions Form

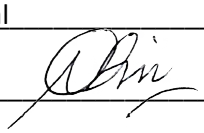
Notices:

- The funding forms may be updated to the most recent version to correspond to each future agreement/work order as assigned and Consultant shall complete the required funding forms for each agreement/work order as assigned.
- The funding source requirements may require additional/revised forms that will be issued to the Consultant at the time of request for project proposal.

Acknowledgement:

Bidder acknowledges receipt and review of the funding forms attached hereto. Additionally, bidder certifies that they will complete the required funding forms for each project as assigned or City may reject Consultant proposal for that work if Consultant is unable to complete the required funding forms as applicable at that time.

Consultant Company Name: Geocal

Authorized Signature for Company: 

Printed Name/Title: Nur Hossain, PhD, PE

Date: May 8, 2024

SAM.GOV®

GEOCAL INC

REVIEWED
By Christina Garcia at 10:59 am, Oct 01, 2024

Unique Entity ID	CAGE / NCAGE	Purpose of Registration
F12FPR7Q9XR8	**0RF97**	**All Awards**
Registration Status	Expiration Date	
Active Registration	**Aug 14, 2025**	
Physical Address	Mailing Address	
7290 S Fraser ST **Centennial, Colorado 80112-4286** **United States**	**7290 S Fraser ST** **Centennial, Colorado 80112-4286** **United States**	

Business Information

Doing Business as	Division Name	Division Number
(blank)	**Geocal, Inc**	**(blank)**
Congressional District	State / Country of Incorporation	URL
Colorado 06	**Colorado / United States**	**www.geocal.us**

Registration Dates

Activation Date	Submission Date	Initial Registration Date
Aug 16, 2024	**Aug 14, 2024**	**Jun 4, 2001**

Entity Dates

Entity Start Date	Fiscal Year End Close Date
Jun 12, 1989	**Dec 31**

Immediate Owner

CAGE	Legal Business Name
(blank)	**(blank)**

Highest Level Owner

CAGE	Legal Business Name
(blank)	**(blank)**

Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

Proceedings Questions

Registrants in the System for Award Management (SAM.gov) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2. C.F.R. 200 Appendix XII. Their responses are displayed in the responsibility/qualification section of SAM.gov. Maintaining an active registration in SAM.gov demonstrates the registrant responded to the proceedings questions.

Exclusion Summary

Active Exclusions Records?

No

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

Business Types

Entity Structure	Entity Type	Organization Factors
Corporate Entity (Not Tax Exempt)	**Business or Organization**	**Subchapter S Corporation**
Profit Structure		
For Profit Organization		

Socio-Economic Types

Self Certified Small Disadvantaged Business
DOT Certified DBE
Subcontinent Asian (Asian-Indian) American Owned

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	**0RF97**

Points of Contact

Electronic Business

Nur Hossain, President

7290 South Fraser Street
Centennial, Colorado 80112
United States

Government Business

Nur Hossain, President

7290 South Fraser Street
Centennial, Colorado 80112
United States

Service Classifications

NAICS Codes

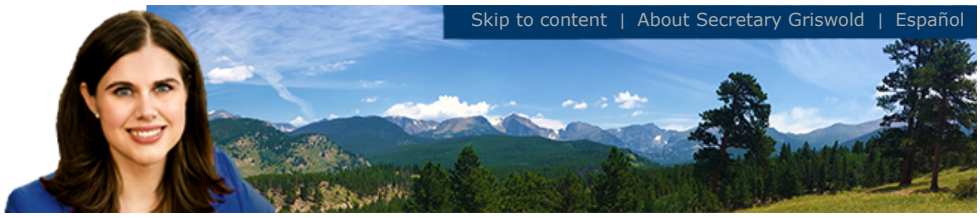
Primary	NAICS Codes	NAICS Title
Yes	**541330**	**Engineering Services**
	237310	**Highway, Street, And Bridge Construction**
	541380	**Testing Laboratories And Services**
	541620	**Environmental Consulting Services**

Disaster Response

Yes, this entity appears in the disaster response registry.

Bonding Levels	Dollars
(blank)	**(blank)**

States	Counties	Metropolitan Statistical Areas
Colorado **Oklahoma** **Wyoming**	**(blank)**	**(blank)**



For this Record...

Filing history and documents

Trade names

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	GEOCAL, INC.		
Status	Good Standing	**Formation date**	06/12/1989
ID number	19891066408	**Form**	Corporation
Periodic report month	March	**Jurisdiction**	Colorado
Principal office street address	7290 S. Fraser St., Centennial, CO 80112, United States		
Principal office mailing address	7290 S. Fraser St., Centennial, CO 80112, United States		

Registered Agent	
Name	Kathy L Glaze
Street address	7290 S. Fraser St., Centennial, CO 80112, US
Mailing address	7290 S. Fraser St., Centennial, CO 80112, US

Filing history and documents

Trade names

Get a certificate of good standing

Get certified copies of documents

File a form

Set up secure business filing

Subscribe to email notification

Unsubscribe from email notification

Subscribe to text notification

Unsubscribe from text notification

Back

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

GEOCAL, INC.

is a

Corporation

formed or registered on 06/12/1989 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 19891066408 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 09/30/2024 that have been posted, and by documents delivered to this office electronically through 10/01/2024 @ 11:46:35 .

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 10/01/2024 @ 11:46:35 in accordance with applicable law. This certificate is assigned Confirmation Number 16435248 .

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."

DRAFT MASTER CONTRACT

BY AND BETWEEN CITY OF PUEBLO AND

ROCKSOL CONSULTING GROUP, INC.

24-059

GEOTECHNICAL AND MATERIALS TESTING SERVICES

DRAFT MASTER CONTRACT BY AND BETWEEN CITY OF PUEBLO AND ROCKSOL CONSULTING GROUP, INC.

1. INTRODUCTION

THIS CONTRACT ("Contract") made and entered this _____ day of _____, 20____, by and between the City of Pueblo, a Municipal Corporation located at P.O. Box 1427, Pueblo, Colorado, 81001 (hereinafter referred to as "City") and RockSol Consulting Group, Inc., a New Mexico Corporation registered to do business in the State of Colorado, located at 12076 Grant Street, Thornton, CO, 80241 (hereinafter referred to as "Consultant"), WITNESSETH:

2. RECITALS

A. The City solicited competitive proposals for Bid 24-059 Geotechnical and Materials Testing Services to provide professional civil geotechnical engineering consulting and related services for future Public Works Public Improvement and other projects on an as needed basis (hereinafter referred to as the "RFP").

B. In response to the RFP**,** Consultant submitted a proposal (hereinafter referred to as "Response").

C. City has evaluated all Responses submitted and selected Consultant to perform professional consulting for various anticipated projects.

NOW, THEREFORE, in consideration of the foregoing Recitals and mutual covenants, City and Consultant agree as follows:

3. ENGAGEMENT

A. City engages Consultant and Consultant accepts such engagement to perform the services set forth in this Contract and the standard forms of Agreement for Professional Engineering Services ("Engineering Agreement Form") and the standard form Agreement for Professional Services ("Consultant Agreement Form"), collectively hereinafter referred to as "Approved Forms of Agreement", execution of which will be required for each Project as may be directed by the City. A copy of the Agreements are attached hereto and labelled respectively as Exhibit A and Exhibit B.

B. Anticipated Projects (hereinafter referred to as the "Projects") may include the Scope of Services for each Agreement for any Project and shall be consistent with and meet following requirements:

1. The Scope of Services for each Agreement for any Project shall be consistent with and meet following requirements of the Scope of Service attached as Schedule 1.

C. City may, or may not, in its sole and absolute discretion undertake any of the Projects. Upon written direction from City requesting Consultant to undertake a project, the Consultant shall prepare a specific Scope of Service, fee schedule (based upon Schedule 2 to this Contract, attached hereto and incorporated herein) ("Fee Schedule"), and work schedule ("Work Schedule") necessary to complete the project.

D. After mutual approval of the Scope of Service, Fee Schedule and maximum compensation, and Work Schedule, the City will incorporate such agreed upon terms into the applicable Consultant Agreement, which shall be executed by Consultant.

E. After execution of such agreement by Consultant, City will submit same to City Council of City for approval and any such agreement shall be subject to and conditioned upon City Council approval.

F. In addition to the Scope of Work set forth above and to be performed in accordance with a Consultant Agreement, City may request services on an as needed basis. Requests for such services shall be initiated and documented by a written work order agreement ("Work Order") signed by the City's Director of Public Works and approved by the City's Director of Finance and Director of Purchasing. A Work Order shall set forth the work to be performed, the time for completion, and the compensation, including that the maximum compensation is not to exceed $10,000.00 for performance of such work, and shall otherwise be in substantially the same form as Schedule 4 attached hereto and incorporated herein. Said compensation shall be approved as provided in Section 2G of this Contract. The work to be performed under any Work Order shall be detailed in such order and shall be subject to all terms and conditions of this Contract and the Consultant Agreement attached as Appendix A, as if the latter had been fully executed by the parties for such work to be performed. The maximum sum under Section 5 of the Consultant Agreement shall, for the purposes of the work to be performed, be the maximum compensation set forth in the Work Order and approved pursuant to Section 2G of this Contract. All such services shall include all usual and customary professional services necessary for such work to be performed.

G. When requested by City, Consultant shall prepare without charge to City a bid amount for any proposed Work Order ("Work Order Compensation") requested under Section 2F which shall be based upon the fee schedule set forth in Schedule 2 and shall itemize compensation amounts and include the maximum compensation amount necessary for completion and performance of all work set forth in the Work Order. Should City have any dispute, question, required clarification, or other issue with respect to the Work Order Compensation, Consultant shall meet and confer in good faith with City to resolve such issue. No Work Order shall be signed and issued by the City's Planning Director unless and until City approves the Work Order Compensation. No Work Order shall be approved for which the maximum compensation exceeds $10,000.00.

H. No minimum amount of work is guaranteed under this Contract. City reserves the right to engage and/or contract with other parties to perform services which otherwise might be requested under this Contract.

4. TERM

A. This Contract is for a term of three (3) years commencing _____ day of _____, 20____. The term of this Contract may be extended for two (2) additional one (1) year periods upon mutual written notice/agreement of City and Consultant.

B. In the event the City exercises the provision to extend the Contract after the initial term, adjustments in the Fee Schedule set forth in Schedule 2 shall be permitted. Such adjustment shall be calculated based upon the most current annual percentage change in the DOL CPI-W index for Denver-Aurora-Lakewood Colorado available during the date of adjustment; provided, however, in no event will the adjustment be greater than three percent (3%).

C. This Contract may be terminated by the City at any time, without cause or liability, upon thirty (30) days prior written notice given to the Consultant specifying the date of termination, provided, however, that the termination of this Contract shall not terminate or be deemed to terminate any existing Agreements executed by and between the parties with respect to any specified Project.

5. GENERAL COVENANTS

Consultant covenants that it is:

A. Competent and qualified to perform; and will perform the services and work contemplated by this Contract, the Agreement(s), and the Work Orders in a professional manner to the satisfaction of the City.

B. Familiar with the regulations and requirements of the Minimum Qualifications as stated in the RFP with respect to the services and work contemplated by this Contract and the Agreement(s) and will perform such services and work in compliance therewith.

6. SPECIFIC COVENANTS

Consultant covenants that, during the performance of this Contract and any Agreements for a specified Project, Consultant will:

A. Comply with all Federal and State statutes and regulations relating to nondiscrimination in federally assisted programs.

B. Comply with all other laws, regulations, and requirements for applicable Federal, State, local, and grant funded Projects.

7. RECORDS AND DATABASE

Consultant shall maintain a cost accounting system acceptable to City. The City shall have access to any books, documents, papers, and records of the Consultant that are directly pertinent or relate to this Contract or any Agreements for a specified Project, for the audit purposes, examination, inspection, excerpts, and transcription. The Consultant shall maintain such records for three (3) years after City makes final payments to Consultant and all pending matters are closed. Consultant shall prepare and maintain an electronic database (compatible with AutoCAD) that accurately represents all existing and future civil infrastructure for all Projects completed under this Contract and any Agreements for a specified Project.

8. RIGHTS TO INVENTIONS

Plans, drawings, designs, specifications, inventions, reports and all other documents and materials generated under this Contract, any Agreements, and/or any Work Orders for a specified Project shall become the sole property of City, subject to applicable federal grant requirements, and City shall be vested with all rights therein of whatever kind and however created, whether by common law, statute, or equity. Consultant shall retain sole ownership of pre-existing proprietary property, including but not limited to, computer programs, software, diagrams, and models.

9. INSURANCE AND INDEMNITY

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

B. The minimum insurance coverage which Consultant shall obtain and keep in force is as follows:

   1. Workers' Compensation Insurance complying with statutory requirements in Colorado and in any other state or states where the work is performed.The Workers' Compensation Insurance policy shall contain an endorsement waiving subrogation against the City.

   2. Commercial General Liability Insurance. The Consultant shall secure and maintain during the period of this Contract and for such additional time as work on the project is being performed, Commercial General Liability Insurance issued to and covering the liability of the Consultant with respect to all work performed by him and all his subcontractors under the Contract, to be written on a comprehensive policy form. This insurance shall be written in amounts not less than $1,000,000 for each occurrence and aggregate for personal injury including death and bodily injury and $1,000,000 for each occurrence and aggregate for property damage. This policy of insurance shall name the City of Pueblo, its agents, officers, and employees as additional insureds. This policy shall have all necessary endorsements to

provide coverage without exclusion for explosion and collapse hazards, underground property damage hazard, blanket contractual coverage, as well as Owner's and Contractor's Protective Liability (OCP) coverage. The policy shall also provide coverage for contractual liability assumed by Consultant under the provisions of the Contract, and "Completed Operations and Projects Liability" coverage.

3. Professional Liability Insurance with coverage of not less than $1,000,000 and in a form and with a deductible acceptable to City.

4. Comprehensive Automobile Liability Insurance. The Consultant shall procure and maintain during the period of the Contract and for such additional time as work on the project is being performed, Comprehensive Automobile Liability Insurance. This insurance shall be written with limits of liability for and injury to one person in any single occurrence of not less than $350,000 and for any injury to two or more persons in any single occurrence of not less than $1,000,000. This insurance shall include uninsured/underinsured motorist coverage and shall protect the Consultant from any and all claims arising from the use both on and off the site of the project of automobiles, trucks, tractors, backhoes, and similar equipment whether owned, leased, hired, or used by Consultant.

C. Consultant shall furnish to City a certificate or certificates of insurance showing compliance with this Section. Consultant shall obtain a special endorsement from its insurance carrier that provides that the insurance shall not be changed or cancelled until ten (10) days after written notice has been given to City and provide a copy of such endorsement to City. Consultant shall immediately notify City of any substantial change in, or cancellation, or non-renewal of any such insurance.

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

E. Additional insurance may be required based on the funding of each Agreement or Work Order as outlined in Sections 6.16 and 6.17 of the Request for Proposal (RFP).

10. CERTIFICATIONS

A. Neither Consultant nor any of its principals are presently, or at the time of execution of any Agreements for a specified Project, debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Contract or in any such subsequent Agreements for a specified Project by any entity or agency. Consultant will include this clause in all lower tier transactions, solicitations, proposals, contracts, subcontracts, and agreements.

B. Consultant is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representatives and that it will comply with the Department of Transportation

trade restriction regulations 49 CFR Part 30. Consultant will include this clause and other clauses required by said trade restriction regulations in all lower tier transactions, solicitations, proposals, contracts. subcontracts, and agreements.

11. NOTICES

Any and all notices or other communications required or permitted by this Agreement or by law to be served on or given to either the City or the Consultant by the other party shall be in writing and shall be deemed duly served and given when personally delivered to the party to whom it is directed, or in lieu of such personal service when deposited in the United States mail, first-class postage prepaid, addressed to the City of Pueblo, Department of Public Works, Attn: Andrew Hayes, Director, 211 E. D Street, Pueblo, CO, 81003; or to the Consultant, RockSol Consulting Group, Inc., Attn: Saeid Saeb, President, 12076 Grant Street, Thornton, CO, 80241. Either party may change their address for the purpose of this paragraph by giving written notice of such change to the other party in the manner provided in this paragraph.

12. FINANCIAL OBLIGATIONS OF CITY

All financial obligations of the City under this Contract and any Agreements for a specified Project in any subsequent fiscal year of the City are subject to, and contingent upon, funds being specifically budgeted and appropriated for such purposes (Projects). This Contract is expressly made subject to the limitations of the Colorado Constitution. Nothing herein shall constitute, nor be deemed to constitute, the creation of a debt or multi-year fiscal obligation or an obligation of future appropriations by the City of Pueblo, contrary to Article X, § 20 Colorado Constitution or any other constitutional, statutory, or charter debt limitation. Notwithstanding any other provision of this Contract and any Agreements for a specified Project, with respect to any financial obligation of the City which may arise under this Contract in any fiscal year after 2024, in the event the budget or other means of appropriations for any such year fails to provide funds in sufficient amounts to discharge such obligation, such failure shall not constitute a default or breach of this Contract or any Agreements for a specified Project by the City, and the City may terminate this Contract or any Agreements for a specified Project without liability.

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

A. Consultant understands that City may be funding the Project in whole or part with funds provided by CDOT, FHWA, ARPA, other Federal/State funds, other grants/funds as deemed appropriate and available for the project work. Consultant agrees it is subject to and shall comply with all applicable provisions of all applicable Federal, State, and local standards, orders, and regulations for which the award has been made and applicable regulations.

B. Consultant shall comply with the attached Colo. Dept. of Transportation (CDOT) and FHWA Funding Requirements and Special, State, Federal, and Grant Funding Requirements attached as Exhibit D.

C. All records with respect to any matters covered by this Contract and any subsequent Agreements shall be available for inspection by City, CDOT, FHWA, ARPA, and any other Federal,

State, and/or grant funding agency at any time during normal business hours and as often as agencies deem necessary, to audit, examine and make excerpts or transcripts of relevant information, and otherwise to perform its official functions or duties.

14. MISCELLANEOUS

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

B. This Contract contains the entire agreement between the City and Consultant and incorporates all prior written and oral understandings and agreements between the parties.

C. This Contract may only be modified or amended by written instrument signed by both City and Consultant.

D. This Contract shall be binding upon and inure to the benefit of City and Consultant and their respective successors and assigns, provided, however, Consultant shall not assign this Contract, Agreements for a specific Project, or any interest herein without the prior written consent of City.

15. IMMIGRATION REFORM AND CONTROL ACT OF 1986

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

16. PERA LIABILITY

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

17. EXHIBITS

The following Exhibits are attached to and made a part of this Contract:

Exhibit A – Professional Engineering Services Agreement Template
Exhibit B – Professional Consulting Services Agreement Template
Exhibit C – Work Order Form

Exhibit D - Funding Requirements
Schedule 1 - Scope of Services
Schedule 2 - Fee Schedule
Schedule 3 - Identification of Personnel, Subcontractors, and Task Responsibility

18. SIGNATURE SECTION

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

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

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

CITY OF PUEBLO, A MUNICIPAL CORPORATION

By_____
Naomi Hedden, Director of Purchasing

Attest_____
Marisa Stoller, City Clerk

[SEAL]

ROCKSOL CONSULTIING GROUP, INC.

By_____
Saeid Saeb, President

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

_____
Danny Nunn, Interim Finance Director

APPROVED AS TO FORM
DEPARTMENT OF LAW

_____
Robert P. Jagger, Deputy City Attorney

Attachments: Exhibits A – D, Schedules 1 – 3, and Additional Information for Contract

Exhibit A

Agreement for Professional Engineering Services
City's Standard Form of Agreement for Engineering Services

Note: Future Agreements for Engineering Services provided to City by Consultant shall remain consistently in the same manner and form for projects assigned for Bid 24-059. City and Consultant may update the form of Agreement for each Project as assigned and upon mutual agreement of City and Consultant. City and Consultant may update sections of the following agreement due to updates in regulations, requirements, etc. upon mutual agreement of City and Consultant.

1. INTRODUCTION

THIS AGREEMENT ("Agreement") made and entered this _____ day of _____, 20____, by and between the City of Pueblo, a Municipal Corporation (hereinafter referred to as "City") and _____NAME OF CONSULTANT_____, a _____CORPORATION LLC etc._____ (hereinafter referred to as "Consultant") a professional engineering firm, for engineer to render certain professional planning, design, engineering, and related services for City in connection with Bid _____, hereinafter referred to as the "Project." In consideration of the mutual covenants hereinafter set forth, the parties agree as follows:
Consultant shall satisfactorily perform professional engineering services for all phases of Project indicated below by mark placed in the appropriate box or boxes:

[ ] - Study and Report Phase
[ ] - Preliminary Design (Schematic) Phase
[ ] - Final Design Phase
[ ] - Construction Documents and Bidding Phase
[ ] - Construction Phase

A. Upon completion of any phase, Consultant shall not proceed with work on the next phase, if any, until authorized in writing by City to proceed therewith.

B. Such services shall include all usual and customary professional engineering services and the furnishing (directly or through its professional subconsultants and subcontractors) of customary and usual engineering (including civil, structural, mechanical, and electrical engineering) and other services including design, environmental, and planning. Consultant shall also provide any landscape engineering, surveying, and geotechnical services incidental to its work on the Project.

C. In performing the professional services, Consultant shall complete the work items described generally in Schedule 1 attached hereto and incorporated herein and incorporated herein by reference (the "Services") and the items identified in Section 2 of this Agreement which are applicable to each phase for which Consultant is to render professional services.

D. Professional engineering services (whether furnished directly or through a professional subconsultant or subcontractor) shall be performed under the direction and supervision of a registered engineer in good standing and duly licensed to practice in the State of Colorado. Reproductions of final drawings for construction produced under this Agreement shall be the same as at least one record set which shall be furnished to City and which shall be signed by and bear the seal of such registered engineer.

E. Surveying work included within or reasonably contemplated by this Agreement shall be performed under the direction and supervision of a registered Professional Land Surveyor in good standing and duly licensed to practice in the State of Colorado. All plats and surveys produced under this Agreement shall be signed by and bear the seal of said Professional Land Surveyor.

F. Any engineering services provided under this Agreement shall be performed under the direction and supervision of registered/licensed engineer in the State of Colorado.

G. To the extent Consultant requires access to private property to perform its services hereunder, Consultant shall be required to make arrangements to obtain such access. However, in the event City has already secured access for Consultant to any such property through a right of entry agreement, access agreement, letter of consent or other instrument, Consultant shall fully comply with and be subject to the terms and conditions set forth therein. A copy of any such instrument will be provided to Consultant upon request.

2. CONSULTANT'S RESPONSIBILITIES

2.1. Study and Report Phase

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

A. Consult with City to determine the requirements for the Project and review available data. Advise City as to the necessity of providing or obtaining from others data or services of the types described in paragraph 2.2(c) and assist City in obtaining any such services.

B. Provide special analyses of City's needs, planning surveys, site evaluations and comparative studies of prospective sites and solutions.

C. Identify and analyze requirements of governmental authorities and regulatory agencies involved in approval or permitting any aspect of Project.

D. Provide general economic analysis of City's requirements applicable to various alternatives.

E. Prepare a Report with appropriate exhibits indicating clearly the considerations involved and the alternative solutions available to City and setting forth Consultant's findings and recommendations with opinions of probable costs.

F. Consultant shall furnish one (1) hard copy and one (1) electronic copy of the Report and present and review it in person with City. City may request additional copies as needed for no additional charge.

2.2. Preliminary Design (Schematic) Phase

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

A. Consult with City and determine the general design concept and Project requirements based upon information furnished by City as well as any study or report on the Project.

B. Prepare and submit to City preliminary design documents consisting of final design criteria, preliminary drawings, an outline of specifications, and written descriptions of all significant features of Project.

C. Prepare and submit to City a requirements checklist of any subsurface investigation, additional data, permits, or other information and requirements which is anticipated will be necessary for the design or construction of Project.

D. Provide written disclosure to City of significant design assumptions and design risks and advantages/disadvantages inherent in or presented by design alternatives and make recommendations to City based thereon.

E. Prepare and submit to City a preliminary cost estimate for the Project including construction cost, contingencies, professional compensation, consultant fees, costs of land and rights of way, compensation for damages and finance costs, if any.

F. Consultant shall furnish one (1) hard copy and one (1) electronic copy of each above referenced submittal document to City for City's use and shall review same in person with City. City may request additional copies as needed for no additional charge.

2.3. Final Design Phase

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

A. After consultation with the City, receipt of City's selection of any design options and review of the Preliminary Design Documents, if any, prepare and submit to City final Drawings showing the scope, extent, and character of the work to be performed by contractors, and specifications describing such work and the requirement therefor. Such plans and Specifications shall comply with all applicable building codes and requirements of regulatory agencies having any approval authority. Final design, including Drawings and Specifications, shall also comply with ADA Accessibility Guidelines (ADAAG) Manual developed by the U. S. Architectural and Transportation Barriers Board (1998) or ADA Standards for Accessible Design published at 28 C.F.R. Part 36, Appendix A, whichever is applicable. Consultant shall include an attest statement on each record drawing sheet of final plan drawings that certifies compliance with either the ADAAG Manual or 28 CFR Part 36 Standards.

B. Make reasonable revisions to the Drawings and Specifications requested by City, informing the City of any change in probable construction costs as a result of such revisions.

C. Provide technical criteria, written descriptions, and design data for City's use, and disclose any significant risks and advantages/disadvantages inherent in or presented by design choices.

D. Based upon Consultant's best professional judgment, prepare and submit to City a current detailed cost estimate for the Project including construction cost, contingencies, professional compensation, consultant fees, land and right of way costs, damages, and finance costs, if any.

E. Consultant shall furnish one (1) hard copy and one (1) electronic copy of each above referenced submittal document to City for City's use and shall review same in person with City. City may request additional copies as needed for no additional charge.

2.4. Construction Documents and Bidding Phase

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

A. Prepare and submit to City draft forms of contract agreement, general and special conditions, bid forms invitations to bid, information for bidders, forms of warranty and including any special requirements imposed upon such contracts by any federal or other funding source and by any regulatory agency. In preparing such draft forms, Consultant shall consider and incorporate, to the extent both advisable and feasible, City's standard forms of agreement, warranty, payment and performance bonds, general conditions, and selected specifications.

B. After review and comment by City, prepare and submit all deliverables identified in Schedule 1 to this Agreement, final forms of contract agreement, general and special conditions, drawings, specifications, bid forms, invitations to bid, information for bidders, and forms of warranty, together with any Addenda which may be required or appropriate to correct errors, clarify drawings and/or specifications or advise of changes. One (1) hard copy and one (1) electronic copy of these final bid documents shall be furnished to City. Unless otherwise specified in Schedule 1, a copy of all contract documents and drawings shall also be submitted to City in Microsoft Word and AutoCAD (2006 or later version) format on electronic media.

C. Make recommendations to City concerning the need for prequalification of equipment, vendors or bidders, and, if requested by City, incorporate prequalification requirements in final bid and construction contract documents.

D. Attend a pre-bid conference with bidders to discuss Project requirements and receive requests for clarification, if any, to be answered by Consultant in writing to all plan holders.

E. Consult with and make recommendations to City concerning acceptability of bidders, subcontractors, suppliers, materials, equipment, suitability of proposed "or equals", amount of bids, and any other matter involved in consideration and review of bids and bidders upon which City may reasonably request Consultant's advice.

2.5. Construction Phase

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

A. Perform all duties and functions to be performed by Consultant under the terms of the construction contract.

B. Visit the Project site, perform observations as to the progress and quality of the work and advise the City as to same. The frequency and level of observation shall be commensurate with the nature of the work and size of the Project, except that any specific provisions set forth in Schedule 1 - Scope of Services concerning the level of observation shall determine Consultant's obligation concerning level of observation.

C. Make determinations as to whether the work is proceeding in accordance and compliance with the construction contract documents.

D. Promptly advise the City in writing of any omissions, substitutions, defects, or deficiencies noted in the work of any contractor, subcontractor, supplier, or vendor on the Project.

E. Reject any work on the Project that does not conform to the contract documents.

F. On request of the City, the construction contractor or any subcontractor on the Project, issue written interpretations as to the drawings and specifications and requirements of the construction work.

G. Review shop drawings, samples, product data, and other submittals of the Contractor for conformance with the design concept of Project and compliance with the drawings, specifications, and all other contract documents, and indicate to Contractor and City with respect thereto, any exceptions noted, or modification or resubmittals required.

H. Review all applications of Contractor for payment and in connection with same, issue certificates for payment to the City for such amounts as are properly payable under the terms of the construction contract. Each such certificate shall constitute Consultant's representation to City that it has inspected the Project and that to the best of its knowledge, the work for which payment has been sought has been completed by Contractor in accordance with the drawings, specifications, and other contract documents.

I. Subject to written concurrence by City, promptly render a written recommendation to City concerning all proposed substitutions of material and equipment.

J. Draft, for City's consideration, and offer recommendations upon, all proposed change orders and contract modifications.

K. On application for final payment by the Contractor, make a final inspection of the Project, assembling and delivering to the City any written guaranties, instructions manuals, as-built

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

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

2.6. Additional Responsibilities

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

A. Consultant shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all of Consultant's work, including that performed by Consultant's subconsultants and subcontractors, and including designs, Drawings, Specifications, reports, and other services, irrespective of City's approval or acquiescence to same. Consultant shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in its work.

B. Consultant shall be responsible, in accordance with applicable law, to City for all loss or damage to City caused by Consultant's negligent act or omission; except that Consultant hereby irrevocably waives and excuses City and its attorneys from compliance with any requirement to obtain a certificate of review as a condition precedent to commencement of an action, including any such requirements set forth in Section 13-20-602, C.R.S. or similar statute.

C. Consultant's professional responsibility shall comply with the standard of care applicable to the type of engineering and architectural services provided, commensurate with the size, scope, and nature of the Project.

D. Consultant shall be completely responsible for the safety of Consultant's employees in the execution of work under this Agreement, shall provide all necessary safety equipment for said employees, and shall hold harmless and indemnify and defend City from any and all claims, suits, loss, or injury to Consultant's employees.

E. Consultant acknowledges that, due to the nature of engineering and related professional services and the impact of same on the Project, the City has a substantial interest in the personnel and consultants to whom Consultant assigns principal responsibility for services performed under this Agreement. Consequently, Consultant represents that Consultant has selected and intends to employ or assign the key personnel and consultants identified in

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

1. Within five (5) days of execution of this Agreement, Consultant shall designate in writing a Project representative who shall have complete authority to bind Consultant, and to whom City should address communications.

F. Promptly after execution of this Agreement and upon receipt of authorization from City to proceed, Consultant shall submit to City for approval a schedule showing the order in which Consultant proposes to accomplish its work, with dates on which it will commence and complete each major work item. The schedule shall provide for performance of the work in a timely manner so as to not delay City's timetable for achievement of interim tasks and final completion of Project work, provided however, the Consultant will not be responsible for delays beyond its control.

G. Before undertaking any work which Consultant considers beyond or in addition to the scope of work and services which Consultant has contractually agreed to perform under the terms of this Agreement, Consultant shall advise City in writing (1) that Consultant considers the work beyond the scope of this Agreement, (2) the reasons the Consultant believes the out of scope or additional work should be performed, and (3) a reasonable estimate of the cost of such work. Consultant shall not proceed with such out of scope or additional work until authorized in writing by City. The compensation for such authorized work shall be negotiated, but in the event the parties fail to negotiate or are unable to agree as to compensation, then Consultant shall be compensated for its direct costs and professional time at the rates set forth in Schedule 2 "Fee Schedule".

3. CITY'S RESPONSIBILITIES

City shall:

A. Designate a representative to whom all communications from Consultant shall be directed and who shall have limited administrative authority on behalf of City to receive and transmit information and make decisions with respect to Project. Said representative shall not, however, have authority to bind City as to matters of legislative or fiscal policy.

B. Advise Consultant of City's Project requirements including objective, project criteria, use and performance requirements, special considerations, physical limitations, financial constraints, and required construction contract provisions and standards.

C. Provide Consultant with available information pertinent to the Project including any previous reports, studies or data possessed by City which relates to design or construction of the Project.

D. Assist in arranging for Consultant to have access to enter private and public property as required for Consultant to perform its services.

E. Examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by Consultant, and render written decisions pertaining thereto within a reasonable time. The City's approval of drawings, design, specifications, reports and incidental engineering work or materials furnished hereunder shall not in any way relieve the Consultant of responsibility for the professional adequacy of the work. The City's review, approval, or acceptance of, or payment for, any of the services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

F. Upon advice of the necessity to do so from Consultant, obtain required approvals and permits for the Project. The Consultant shall provide all supportive documents and exhibits necessary for obtaining said approvals and permits.

G. Notify Consultant whenever City becomes aware of any substantial development or occurrence which materially affects the scope or timing of Consultant's services.

H. City shall perform its obligations and render decisions within a reasonable time under the presented circumstances. However, given the nature of City's internal organization and requirements, a period of 14 days shall be presumed reasonable for any decision not involving policy decision or significant financial impact. A period of 46 days shall be presumed reasonable for City to act with respect to any matter involving policy or significant financial impact.

4. TIME FOR PERFORMANCE

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

5. PAYMENT

1. City will pay to Consultant as full compensation for all services required to be performed by Consultant under this Agreement, except for services for additional work or work beyond the scope of this Agreement, an amount not to exceed _____ in the aggregate as set forth in Schedule 2 "Fee Schedule" and computed in accordance with this Section. In the

event compensation for services is set forth in Schedule 2 as to each phase of work indicated in Section 1 of this Agreement, the maximum amount of compensation for any phase shall not exceed the amount specified in Schedule 2 for such phase.

2. Consultant shall submit periodic, but not more frequently than monthly, applications for payment, aggregating to not more than the maximum amount set forth above, for actual professional services rendered and reimbursable expenses incurred. Such applications shall be submitted based upon the hourly rates and expense reimbursement provisions set forth in Schedule 2 attached hereto and shall contain appropriate documentation that such services have been performed and expenses incurred. Thereafter, City shall pay Consultant for the amount of the application within 45 days of the date of such application is received, provided that sufficient documentation has been furnished, and further provided that City will not be required to pay more than 90% of the maximum amount unless the Consultant's services on the Project phases for which this Agreement is applicable have been completed to City's reasonable satisfaction and all required Consultant submittals have been provided.

3. No separate or additional payment shall be made for profit, overhead, local telephone expenses, lodging, routine photocopying, computer time, secretarial or clerical time or similar expenses unless otherwise provided and listed in Schedule 2 - "Fee Schedule."

4. No compensation shall be paid to Consultant for services required and expenditures incurred in correcting Consultant's mistakes or negligence.

5. Compensation for authorized work beyond the scope of this Agreement shall be governed by Section 2.

6. TERMINATION

A. City reserves the right to terminate this Agreement and Consultant's performance hereunder, at any time upon written notice, either for cause or for convenience. Upon such termination, Consultant and its subconsultants and subcontractors shall cease all work, stop incurring expenses, and shall promptly deliver to City all data, drawings, specifications, reports, plans, calculations, summaries and all other information, documents, work product and materials as Consultant may have accumulated in performing this Agreement, together with all finished work and work in progress. Consultant shall at all times act in good faith with respect to the orderly transfer of work to the City or any entity designated by City.

B. Upon termination of this Agreement for events or reasons not the fault of Consultant, Consultant shall be paid at the rates specified in Schedule 2 for all services rendered and reasonable costs incurred to the date of termination; together with any reasonable costs incurred within 10 days of termination provided such latter costs could not be avoided or were incurred in mitigating loss or expenses to Consultant or City. Consultant shall provide a detailed final invoice to the City within fourteen (14) calendar days from the effective date of

termination, itemizing the work completed, costs incurred, and any outstanding payments due. In no event shall payment to Consultant upon termination exceed the maximum compensation provided for complete performance in Section 5, and the Consultant expressly waives any right to claim damages, including but not limited to lost profits, anticipated revenue, or indirect or consequential damages arising out of or relating to the termination for convenience.

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

D. Consultant's responsibility for its completed work and services shall survive any termination.

7. GENERAL PROVISIONS

7.1. Ownership of Documents

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

7.2. Advertising

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

7.3. Equal Employment Opportunity

In connection with the performance of this Agreement, Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, national

origin, disability, or age. Consultant shall endeavor to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, national origin, disability, or age.

7.4. Notices

Any and all notices or other communications required or permitted by this Agreement or by law to be served on or given to either the City or the Consultant by the other party shall be in writing and shall be deemed duly served and given when personally delivered to the party to whom it is directed, or in lieu of such personal service when deposited in the United States mail, first-class postage prepaid, addressed to the City of Pueblo, DEPARTMENT, Attn: DIRECTOR, DEPT ADDRESS, Pueblo, CO, 81003; or to the Consultant, NAME OF CONSULTANT, SIGNER OF AGREEMENT, ADDRESS. Either party may change their address for the purpose of this paragraph by giving written notice of such change to the other party in the manner provided in this paragraph.

7.5. Entire Agreement

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

7.6. Subcontracts

A. City acknowledges that Consultant is the prime contractor and the only party with whom City has a contractual relationship under this Agreement. To the extent Consultant performs any Project activities through subconsultants or subcontractors, Consultant shall contractually bind each of its subconsultants and subcontractors by subcontract agreement to all of the terms of this Agreement which are for the benefit of City, and City shall be a third-party beneficiary of those subcontract provisions.

B. Consultant shall indemnify and defend City from all claims and demands for payment for services provided by subconsultants and subcontractors of Consultant.

C. Consultant acknowledges that, due to the nature of the services to be provided under this Agreement, the City has a substantial interest in the personnel and consultants to whom Consultant assigns principal responsibility for services performed under this Agreement. Consequently, Consultant represents that it has selected and intends to employ or assign the key personnel and consultants identified in its proposal submitted to City prior to execution of this Agreement to induce City to enter this Agreement. Consultant shall not change such consultants or key personnel except after giving notice of a proposed change to City and

receiving City's consent thereto. Consultant shall not assign or reassign Project work to any person to whom City has reasonable objection.

7.7. Successors and Assigns

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

7.8. Amendments

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

7.9. Choice of Law, Jurisdiction, and Venue

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

7.10. Severability

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

7.11. Appropriations

A. Subject to execution of this Agreement by the Director of Finance certifying that a balance of appropriation exists and funds are available, the amount of money appropriated for this Agreement is equal to or in excess of the maximum compensation payable hereunder; provided, however, that if work is phased and subject to annual appropriation, funds only in the amount of initial appropriation are available and Consultant shall confirm availability of funds before proceeding with work exceeding initial and subsequent annual appropriations.

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

8. DISPUTES

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

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

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

10. INSURANCE

10.1. Conditions

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

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

10.2. Minimum Requirements

A. Commercial General Liability Insurance. The Consultant shall secure and maintain during the period of this agreement and for such additional time as work on the project is being performed, Commercial General Liability Insurance issued to and covering the liability of the Consultant with respect to all work performed by it and all its subconsultants and subcontractors under the agreement, to be written on a comprehensive policy form. This insurance shall be written in amounts not less than $1,000,000 for each occurrence and aggregate for personal injury including death and bodily injury and $1,000,000 for each occurrence and aggregate for property damage. This policy of insurance shall name the City of Pueblo, its agents, officers and employees as additional insureds. The policy shall also provide coverage for contractual liability assumed by Consultant under the provisions of the agreement.

B. Comprehensive Automobile Liability Insurance. The Consultant shall procure and maintain during the period of the agreement and for such additional time as work on the project is being performed, Comprehensive Automobile Liability Insurance. This insurance shall be written with limits of liability for and injury to one person in any single occurrence of not less than $350,000 and for any injury to two or more persons in any single occurrence of not less than $1,000,000. Alternate coverage of combined single limit, each accident, in an amount of not less than $1,000,000 may be accepted at the discretion of the Purchasing Director. This insurance shall include uninsured/underinsured motorist coverage and shall protect the Consultant from any and all claims arising from the use both on and off the site of the project of automobiles whether owned, leased, hired or used by Consultant.

C. Workers' Compensation Insurance complying with statutory requirements in Colorado and in any other state or states where the work is performed. The Workers' Compensation Insurance policy shall contain an endorsement waiving subrogation against the City.

D. Professional Liability Insurance with coverage of not less than $1,000,000 in a form and with a deductible acceptable to City.

E. UPDATE THIS SECTION BASED ON FUNDING REQUIREMENTS IF NECESSARY.

10.3. Governmental Immunity

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

11. ACCESSIBILITY

The Americans with Disabilities Act (ADA) provides that it is a violation of the ADA to design and construct a facility for first occupancy later than January 26, 1993, that does not meet the accessibility and usability requirements of the ADA except where an entity can demonstrate that it is structurally impractical to meet such requirements. The Consultant therefore, will use its best reasonable professional efforts to implement applicable ADA requirements and other federal, state, and local laws, rules codes, ordinances and regulations as they apply to the Project.

12. IMMIGRATION REFORM AND CONTROL ACT OF 1986

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

13. PERA LIABILITY

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

14. SCHEDULES

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

- Schedule 1 - "Scope of Services" consisting of ___ pages.
- Schedule 2 - "Fee Schedule" consisting of ____ page.
- Schedule 3 - "Work Schedule" consisting of ____ pages.
- Schedule 4 - "Identification of Personnel, Subconsultants/Subcontractors, and Task Responsibility" consisting of ____ pages.

(Continue to following page.)

15. SIGNATURE SECTION

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

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

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

[INSERT SIGNATURE SECTION]

Attachments:

Exhibit B

Agreement for Professional Consulting Services
City's Standard Form of Agreement for Consulting Services

Note: Future Agreements for Engineering Services provided to City by Consultant shall remain consistently in the same manner and form for projects assigned for Bid 24-059. City and Consultant may update the form of Agreement for each Project as assigned and upon mutual agreement of City and Consultant. City and Consultant may update sections of the following agreement due to updates in regulations, requirements, etc. upon mutual agreement of City and Consultant.

1. INTRODUCTION

THIS AGREEMENT ("Agreement") made and entered this _____ day of _____, 20____, by and between the City of Pueblo, a Municipal Corporation (hereinafter referred to as "City") and _____NAME OF CONSULTANT_____, a _____COLORADO CORPORATION LLC etc._____ (hereinafter referred to as "Consultant"), a professional firm for Consultant to render certain professional ___GENERALLY DESCRIBE WORK___, and related services for City in connection with Bid ____BID # AND NAME_____, hereinafter referred to as the "Project." In consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

A. Consultant shall satisfactorily perform professional ___GENERALLY DESCRIBE WORK___, and related services for the Project described in more detail in Schedule 1 attached hereto and incorporated herein by reference (the "Services"). Such Services shall include all usual and customary professional services incidental to the work on the Project. In the event this Agreement follows the selection of Consultant by City pursuant to a Request for Proposals (RFP), all of the requirements of that RFP are incorporated herein by reference, unless any requirement is expressly excluded in Schedule 1.

B. To the extent Consultant performs any of the Project work through subcontractors or subconsultants, Consultant shall be and remain as fully responsible for the full performance and quality of services performed by such subcontractors or subconsultants as it is for services performed directly by Consultant or Consultant's employees.

C. To the extent Consultant requires access to private property to perform its services hereunder, Consultant shall be required to make arrangements to obtain such access. However, in the event City has already secured access for Consultant to any such property through a right of entry agreement, access agreement, letter of consent or other instrument, Consultant shall fully comply with and be subject to the terms and conditions set forth therein. A copy of any such instrument will be provided to Consultant upon request.

2. CONSULTANT'S RESPONSIBILITIES

A. Consultant shall be responsible for the professional quality, technical accuracy, and timely completion of Consultant's work, including that performed by Consultant's subconsultants and subcontractors, and DESCRIBE EXPECTED RESULTS (ANALYSIS, EVALUATION, ETC.)___, and other services, irrespective of City's approval of or acquiescence in same. Consultant shall be responsible, in accordance with applicable law, to City for all loss or damage to City caused by Consultant's negligent act or omission; except that Consultant hereby irrevocably waives and

excuses City and City's attorneys from compliance with any requirement to obtain a certificate of review as a condition precedent to commencement of an action, including any such requirements set forth in Section 13-20-602, C.R.S. or similar statute, whether now existing or hereafter enacted.

B. Consultant shall be completely responsible for the safety of Consultant's employees in the execution of work under this Agreement and shall provide all necessary safety and protective equipment for said employees.

C. Consultant acknowledges that time is of the essence with respect to the completion of its services under this Agreement. Consultant represents that Schedule 3 attached hereto is the schedule by which Consultant proposes to accomplish its work, with time periods for which it will commence and complete each major work item. Except to the extent the parties agree to time extensions for delays beyond the control of Consultant, Consultant shall adhere to this schedule and perform its work in a timely manner so as not to delay City's timetable for achievement of interim tasks and final completion of Project work. Consultant further acknowledges that its schedule has accounted for all reasonably anticipated delays, including those inherent in the availability of tools, supplies, labor and utilities required for the work, the availability of information which must be obtained from any third parties, and all conditions to access to public and private facilities.

D. Before undertaking any work or incurring any expense which Consultant considers beyond or in addition to the Services described in Schedule 1 or otherwise contemplated by the terms of this Agreement, Consultant shall advise City in writing that (1) Consultant considers the work beyond the scope of this Agreement, (2) the reasons that Consultant believes the out of scope or additional work should be performed, and (3) a reasonable estimate of the cost of such work. Consultant shall not proceed with any out of scope or additional work until authorized in writing by City. The compensation for such authorized work shall be negotiated, but in the event the parties fail to negotiate or are unable to agree as to compensation, then Consultant shall be compensated for its direct costs and professional time at the rates set forth in Schedule 2 attached hereto.

E. Consultant acknowledges that, due to the nature of the services for this project, related professional services, and the impact of same on the Project, the City has a substantial interest in the personnel and consultants to whom Consultant assigns principal responsibility for services performed under this Agreement. Consequently, Consultant represents that Consultant has selected and intends to employ or assign the key personnel and subconsultants identified in Schedule 4 ("Identification of Personnel, Subcontractors, and Task Responsibility") attached hereto for the Project assignments and areas of responsibility stated therein. Within 10 days of execution of this Agreement, City shall have the right to object in writing to employment on the Project of any such key person, subconsultant, or assignment of principal responsibility, in which case Consultant will employ alternate personnel for such function or reassign such responsibility

to another to whom City has no reasonable objection. Thereafter, Consultant shall not assign or reassign Project work to any person to whom City has reasonable objection.

3. CITY'S RESPONSIBILITIES

A. City agrees to advise Consultant regarding City's Project requirements and to provide all relevant information, data and previous reports accessible to City which Consultant may reasonably require.

B. City shall designate a Project Representative to whom all communications from Consultant shall be directed and who shall have limited administrative authority on behalf of City to receive and transmit information and make decisions with respect to the Project. Said representative shall not, however, have authority to bind City as to matters of governmental policy or fiscal policy, nor to contract for additions or obligations exceeding a value which is the lesser of $5000 or 5% of the maximum agreement price.

C. City shall examine all documents presented by Consultant and render decisions pertaining thereto within a reasonable time. The City's approval of any DESCRIBE EXPECTED RESULTS (ANALYSIS, EVALUATION, ETC.) , or product furnished hereunder shall not in any way relieve Consultant of responsibility for the professional adequacy of its work.

D. City shall perform its obligations and render decisions within a reasonable time under the circumstances presented. Based upon the nature of City and its requirements, a period of 14 days shall be presumed reasonable for any decision not involving policy decision or significant financial impact, when all information reasonably necessary for City to responsibly render a decision has been furnished. A period of 46 days shall be presumed reasonable for City to act with respect to any matter involving policy or significant financial impact. The above periods of presumed reasonableness shall be extended where information reasonably required is not within the custody or control of City but must be procured from others.

4. TIME FOR PERFORMANCE

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

5. PAYMENT

A. City will pay to Consultant as full compensation for all services required to be performed by Consultant under this Agreement, except for services for additional work or work beyond the scope of this Agreement, an amount not to exceed $ TOTAL AMOUNT OF AWARD in the aggregate as set forth in Schedule 2 "Fee Schedule" and computed in accordance with this Section. In the event compensation for services is set forth in Schedule 2 as to each phase of

work indicated in this Agreement, the maximum amount of compensation for any phase shall not exceed the amount specified in Schedule 2 for such phase.

B. Consultant shall submit periodic, but not more frequently than monthly, applications for payment, aggregating to not more than the maximum amount set forth above, for actual professional services rendered and reimbursable expenses incurred. Such applications shall be submitted based upon the hourly rates and expense reimbursement provisions set forth in Schedule 2 attached hereto and shall contain appropriate documentation that such services have been performed and expenses incurred. Thereafter, City shall pay Consultant for the amount of the application within 45 days of the date of such application is received, provided that sufficient documentation has been furnished, and further provided that City will not be required to pay more than 90% of the maximum amount unless the Consultant's services on the Project phases for which this Agreement is applicable have been completed to City's reasonable satisfaction and all required Consultant submittals have been provided.

C. No separate or additional payment shall be made for profit, overhead, local telephone expenses, lodging, routine photocopying, computer time, secretarial or clerical time or similar expenses unless otherwise provided and listed in Schedule 2 - "Fee Schedule."

D. No compensation shall be paid to Consultant for services required and expenditures incurred in correcting Consultant's mistakes or negligence.

E. Compensation for authorized work beyond the scope of this Agreement shall be governed by Section 2.

6. TERMINATION

A. City reserves the right to terminate this Agreement and Consultant's performance hereunder, at any time upon written notice, either for cause or for convenience. Upon such termination, Consultant and its subcontractors shall cease all work, stop incurring expenses, and shall promptly deliver to City all DESCRIBE EXPECTED RESULTS (ANALYSIS, EVALUATION, ETC.) , or work product and materials as Consultant may have accumulated in performing this Agreement, together with all finished work and work in progress. Consultant shall at all times act in good faith with respect to the orderly transfer of work to the City or any entity designated by City.

B. Upon termination of this Agreement for events or reasons not the fault of Consultant, Consultant shall be paid at the rates specified in Schedule 2 for all services rendered and reasonable costs incurred to the date of termination; together with any reasonable costs incurred within 10 days of termination provided such latter costs could not be avoided or were incurred in mitigating loss or expenses to Consultant or City. Consultant shall provide a detailed final invoice to the City within fourteen (14) calendar days from the effective date of termination, itemizing the work completed, costs incurred, and any outstanding payments due.

In no event shall payment to Consultant upon termination exceed the maximum compensation provided for complete performance in Section 5, and the Consultant expressly waives any right to claim damages, including but not limited to lost profits, anticipated revenue, or indirect or consequential damages arising out of or relating to the termination for convenience.

C. In the event termination of this Agreement or Consultant's services is for breach of this Agreement by Consultant, or for other fault of Consultant including but not limited to any failure to timely proceed with work, or to pay its employees and Consultants, or to perform work according to the highest professional standards, or to perform work in a manner deemed satisfactory by City's Project Representative, then in that event, Consultant's entire right to compensation shall be limited to the lesser of: (1) the reasonable value of completed work to City, or (2) payment at the rates specified in Schedule 2 for services satisfactorily performed and reimbursable expenses reasonably incurred, prior to date of termination.

D. Consultant's responsibility for its completed work and services shall survive any termination.

7. GENERAL PROVISIONS

7.1. Ownership of Documents

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

7.2. Advertising

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

7.3. Equal Employment Opportunity

In connection with the performance of this Agreement, Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, national origin, disability, or age. Consultant shall endeavor to ensure that applicants are employed, and that

employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, national origin, disability, or age.

7.4. Notices

Any and all notices or other communications required or permitted by this Agreement or by law to be served on or given to either the City or the Consultant by the other party shall be in writing and shall be deemed duly served and given when personally delivered to the party to whom it is directed, or in lieu of such personal service when deposited in the United States mail, first-class postage prepaid, addressed to the City of Pueblo, DEPARTMENT, Attn: DIRECTOR, DEPT ADDRESS, Pueblo, CO, 81003; or to the Consultant, NAME OF CONSULTANT, SIGNER OF AGREEMENT, ADDRESS. Either party may change their address for the purpose of this paragraph by giving written notice of such change to the other party in the manner provided in this paragraph.

7.5. Entire Agreement

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

7.6. Subcontracts

A. City acknowledges that Consultant is the prime contractor and the only party with whom City has a contractual relationship under this Agreement. To the extent Consultant performs any Project activities through subconsultants or subcontractors, Consultant shall contractually bind each of its subconsultants and subcontractors by subcontract agreement to all of the terms of this Agreement which are for the benefit of City, and City shall be a third-party beneficiary of those subcontract provisions.

B. Consultant shall indemnify and defend City from all claims and demands for payment for services provided by subcontractors of Consultant.

C. Consultant acknowledges that, due to the nature of the services to be provided under this Agreement, the City has a substantial interest in the personnel and consultants to whom Consultant assigns principal responsibility for services performed under this Agreement. Consequently, Consultant represents that it has selected and intends to employ or assign the key personnel and consultants identified in its proposal submitted to City prior to execution of this Agreement to induce City to enter this Agreement. Consultant shall not change such consultants or key personnel except after giving notice of a proposed change to City and

receiving City's consent thereto. Consultant shall not assign or reassign Project work to any person to whom City has reasonable objection.

7.7. Successors and Assigns

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

7.8. Amendments

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

7.9. Choice of Law, Jurisdiction, and Venue

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

7.10. Severability

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

7.11. Appropriations

A. Subject to execution of this Agreement by the Director of Finance certifying that a balance of appropriation exists and funds are available, the amount of money appropriated for this Agreement is equal to or in excess of the maximum compensation payable hereunder; provided, however, that if work is phased and subject to annual appropriation, funds only in the amount of initial appropriation are available and Consultant shall confirm availability of funds before proceeding with work exceeding initial and subsequent annual appropriations.

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

8. DISPUTES

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

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

A. Consultant understands that City may be funding the Project in whole or part with funds provided by [Name of funding agency and or grant title]. Consultant agrees it is subject to and shall comply with all applicable provisions of said [Name of funding agency and or grant title] for which the contract award has been made and applicable regulations.

B. Consultant shall comply with the attached [Title of attached requirement clauses] and any/all other Federal, State, and local laws applicable to its activities.

C. All records with respect to any matters covered by this Agreement shall be available for inspection by City and or [Name of funding agency and or grant title] at any time during normal business hours and as often as agencies deem necessary, to audit, examine and make excerpts or transcripts of relevant information, and otherwise to perform its official functions or duties.

D. If any of the work to be performed by Consultant under this Agreement is funded in whole or in part with federal or state funds, then this Agreement shall be construed to include all applicable terms required by the federal or state assistance agreement and integrated federal or state regulations. By executing this Agreement, Consultant agrees to be bound by all such mandatory federal or state requirements, irrespective of Consultant's actual knowledge or lack of knowledge of such requirements prior to execution of this Agreement.

10. INSURANCE

10.1. Conditions

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

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

10.2. Minimum Requirements

[UPDATE THIS SECTION BASED ON FUNDING REQUIREMENTS AND TYPE OF WORK AS NECESSARY]

A. Commercial General Liability Insurance. The Consultant shall secure and maintain during the period of this agreement and for such additional time as work on the project is being performed, Commercial General Liability Insurance issued to and covering the liability of the Consultant with respect to all work performed by it and all its subcontractors under the agreement, to be written on a comprehensive policy form. This insurance shall be written in amounts not less than $1,000,000 for each occurrence and aggregate for personal injury including death and bodily injury and $1,000,000 for each occurrence and aggregate for property damage. This policy of insurance shall name the City of Pueblo, its agents, officers and employees as additional insureds. The policy shall also provide coverage for contractual liability assumed by Consultant under the provisions of the agreement.

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C. Workers' Compensation Insurance complying with statutory requirements in Colorado and in any other state or states where the work is performed. The Workers' Compensation Insurance policy shall contain an endorsement waiving subrogation against the City.

D. Professional Liability Insurance with coverage of not less than $1,000,000 in a form and with a deductible acceptable to City.

10.3. Governmental Immunity

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

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The Americans with Disabilities Act (ADA) provides that it is a violation of the ADA to design and construct a facility for first occupancy later than January 26, 1993, that does not meet the accessibility and usability requirements of the ADA except where an entity can demonstrate that it is structurally impractical to meet such requirements. The Consultant therefore, will use its best reasonable professional efforts to implement applicable ADA requirements and other federal, state, and local laws, rules codes, ordinances and regulations as they apply to the Project.

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

13. PERA LIABILITY

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

14. SCHEDULES

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

- Schedule 1 - "Scope of Services" consisting of ___ pages.
- Schedule 2 - "Fee Schedule" consisting of ____ page.
- Schedule 3 - "Work Schedule" consisting of ____ pages.
- Schedule 4 - "Identification of Personnel, Subcontractors, and Task Responsibility" consisting of ____ pages.

15. SIGNATURE SECTION

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

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

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

[INSERT SIGNATURE SECTION]

Attachments:

Exhibit C

Work Order Form

NOTE: This form shall be completed at time of award for each individual project as applicable.

This Work Order is entered pursuant to and subject to the terms and conditions of the MASTER CONTRACT for Bid _____, including Appendix A – Agreement for Professional Services incorporated therein, dated _____, 20__ between the City of Pueblo, a Municipal Corporation ("City"), and _____ (“Consultant”).

Scope of Work:

Time for Completion:

Work Order Compensation:

Approved by:

City of Pueblo, Director of Public Works

_____Date_____

City of Pueblo, Director of Finance

_____Date_____

City of Pueblo, Director of Purchasing

_____Date_____

Consultant Authorized Representative

_____Date_____

Exhibit D

Funding Requirements

Excerpt from Request for Proposal dated April 16, 2024, Sections 9 and 10

COLO. DEPT. OF TRANSPORATION (CDOT) AND FHWA FUNDING REQUIREMENTS

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

NOTICE: The following Funding Contract clauses may be updated to the most recent version to correspond to each future agreement/work order as assigned.

The following requirements shall apply to FHWA-assisted contracts.

The following section may refer to Consultant and/or Contractor as any company contracted with the City for work on a project.

A. Definitions

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

2. CDOT Civil Rights. The CDOT Civil Rights office that assist with the contract and prompt payment requirements on contracts. This can be in either the region or headquarters.Civil Rights and Business Resource Center (CRBRC). CDOT's Civil Rights office at Headquarters.

3. Commercially Useful Function (CUF). Responsibility for the execution of work by actually performing, managing, and supervising the work, as described in 49 CFR Part 26.

4. Commitment. A portion of the Contract designated by the Consultant for participation by DBE firms. The DBE firm(s) are included in the proposal team for participation to meet the Contract Goal. Commitments must identify the work to be performed by the DBE and include the percentage of the contract committed to each DBE firm. Commitments are measured at the end of the contract and are calculated by the actual payments to a DBE firm divided by the total payments made under the Contract.

5. Contract. Agreement between the Local Agency and the Consultant, whereby the Consultant will be compensated in exchange for providing Professional Services and ancillary services. For purposes of this document, the term "Contract" refers to an

individual, executed Task Order for an On-Call Agreement or a Master Contract (overarching agreement) for Project-Specific and Program-Specific Agreements.

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

made by the Consultant. The Consultant must submit the Utilization Plan within five (5) calendar days of receiving notice from CDOT's B2GNow system.

18. Vendor. Participant on a CDOT contract that is providing services not considered to be a Professional Services as defined in Colorado Revised Statute 24-30-1402 and 48 CFR Part 2. A vendor would provide Non- Engineering Services (i.e. Geotechnical drilling, Public Information/Relations, traffic control, etc) and would not be overseen by a licensed engineer.

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

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

9.2. NONDISCRIMINATION AND SUBCONTRACTING REQUIREMENTS

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

A. Non-discrimination. The Consultant, with regard to the work performed by it during the contract term, will not discriminate on the grounds of race, color, or national origin in the selection and retention of Subconsultants, including procurement of materials and leases of equipment. The Consultant will not participate either directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

B. Civil Rights Act of 1964 Title VI. CDOT, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 US.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

C. Consultant Assurance. By submitting a proposal for this contract, the Consultant agrees to the following assurance: The consultant, sub recipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract. Such other remedy as deems appropriate, which may include, but is not limited to:

1. Withholding monthly progress payments
2. Assessing sanctions
3. Liquidated damages
4. Disqualifying the consultant from future bidding as non-responsible

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

E. Subcontract Terms. Parts A-D of this section shall be included in all subcontracts or other agreements for the performance of work on the contract.

9.3. CONTRACT COMMITMENT

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

A. Affidavit of Small Business Participation. The Affidavit of Small Business Participation is the Consultant's contractually binding guarantee to meet the Contract Goal or make Good Faith Efforts to do so. CDOT's Affidavit of Small Business Participation form must be submitted with the Consultant's statement of interest proposal. Failure to submit the CDOT Affidavit of Small Business Participation form will result in the Consultant being deemed non- responsive and ineligible for award. The Local Agency will copy the top preferred proposals to CDOT's Civil Rights and Business Resource Center (CRBRC) for approval of CDOT's Affidavit of Small Business Participation form. This form includes the commitments to meet the DBE goal.

B. Contract Utilization Plan (UP). Once the contract is awarded and the Local Agency receives a signed contract, the Local Agency will submit the Local Agency Professional Services B2GNow Contract Information form for CDOT to set up the contract in the B2GNow system. Once the contract is setup in the system, the Consultant will receive a notice from CDOT within five (5) calendar days of selection, to complete and submit a Utilization Plan via B2GNow. In order to complete the Utilization Plan, the Consultant shall list all DBE, ESB, and nonDBE/ESB

Subconsultants and Suppliers/Vendors included as part of its “most qualified” team. The Utilization Plan shall also include all Commitments by percentage.

C. Consultant Responsibility. The Consultant is solely responsible for ensuring that the Contract Goal is achieved upon completion of the work, expenditure of funds, and/or expiration of the Contract, whichever occurs first. The Local Agency and CDOT assists in the monitoring as oversight agencies.

D. Contract Good Faith Effort Requirement. The UP will not be approved by CDOT until the Consultant documents sufficient Commitments to meet the Contract Goal or demonstrates Good Faith Efforts to meet the Contract Goal even though it did not succeed in obtaining sufficient Commitments to do so.

1. Good Faith Efforts mean that the Consultant:

    a. Documents it has obtained enough DBE participation to meet the Contract Goal, or

    b. Documents that it made adequate good faith efforts to meet the Contract Goal, even though it did not succeed in obtaining enough DBE participation to do so

2. If the Consultant has not documented sufficient Commitments to meet the Contract Goal, the Consultant shall provide an explanation of its efforts to obtain Commitments by submitting the CDOT’s Professional Services Good Faith Efforts Report form and supporting documentation to CRBRC.

    a. The CRBRC will conduct a review to determine whether the Consultant has demonstrated Good Faith Efforts to meet the Contract Goal

    b. The CRBRC will approve the Contract Utilization Plan if it determines that the Consultant has made Good Faith Efforts to meet the Contract Goal

3. In conducting Good Faith Effort reviews, the CRBRC will utilize the guidance found in Appendix A to 49 CFR Part 26, where applicable. The CRBRC may also consider, but is not limited to, the following factors in evaluating the Consultant’s Good Faith Efforts:

    a. Performance of other consultants in meeting DBE goals on contracts that have a similar scope of work, contract amount, location, and time frame

    b. Reason(s) for choosing a nonDBE subconsultant over an interested DBE

    c. Documentation of DBEs solicited by the Consultant and verification from the DBEs that they were actually contacted by the Consultant

    d. Past performance by the Consultant on contracts that have a similar scope of work, contract amount, location and time frame

    e. Any other factors that may be pertinent to the factual circumstances

4. If the CRBRC determines the Consultant has made Good Faith Efforts to meet the Contract Goal, the Master Contract Utilization Plan will be approved and all documentation of the determination will be uploaded into B2GNow.

E. Administrative Reconsideration. If the CRBRC determines that the Consultant did not demonstrate Good Faith Efforts to meet the Contract Goal, the Consultant will be provided a written notice of its determination and an opportunity for administrative reconsideration by the CDOT Chief Engineer or a designee.

1. The Chief Engineer or a designee will conduct administrative reconsideration.

    a. The Consultant will have five (5) calendar days from the written notice to request administrative reconsideration of an adverse Good Faith Efforts determination

    b. The request shall include the basis for reconsideration and any supporting documentation that the Consultant would like to be considered as part of the reconsideration

    c. The reconsideration should also specify whether the Consultant is requesting an informal, in person or telephonic hearing with CDOT to address the issues in the Good Faith Efforts determination

    d. If a request for an informal hearing is not made, the Consultant will be deemed to have waived this opportunity

2. Upon a hearing request, the Civil Rights and Business Resource Center will establish a date and time for the hearing and send written notice via email to the Consultant, the Local Agency and Civil Rights at least two (2) business days in advance of the hearing.

    a. If schedules permit, the parties may waive the two (2) business day requirement

    b. The CDOT Chief Engineer or designee may request additional documentation from the Consultant and/or the Local Agency

    c. A copy of all requests and responses should be provided to the other party and the other party shall be given an opportunity to respond

3. The CDOT Chief Engineer or a designee shall issue the final determination as to whether the Consultant made Good Faith Efforts to meet the Contract Goal.

    a. The determination will be in writing and explain the basis for the CDOT Chief Engineer's or designee decision regarding whether or not the Consultant demonstrated Good Faith Efforts tomeet the Contract Goal

    b. The Good Faith Efforts determination of the CDOT Chief Engineer or designee is not appealable

9.4. ELIGIBLE DBE PARTICIPATION

In order to count towards the Contract Goal, (1) the work performed by the DBE Consultant, Subconsultant, or Supplier/Vendor must be identified in an approved Commitment, and (2) the Consultant, Subconsultant, or Supplier/Vendor must be DBE certified in the committed work upon submission of the Commitment. The Local Agency will evaluate whether the work it is committed to perform can reasonably be construed to fall within the work areas for which the DBE Consultant, Subconsultant, or Supplier/Vendor is certified. The Local Agency may request assistance from CDOT if needed.

A. If a Consultant, Subconsultant, or Supplier/Vendor is decertified as a DBE following the approval of a Contract, its participation on that Contract may continue to count as DBE participation.

B. DBE participation will be tracked through the B2GNow.

C. Only work actually performed by the DBE will count towards the Contract Goal.

    1. The Consultant may count the entire amount of fees or commissions charged by a DBE firm for:

        a. Providing a bona fide service, such as professional, technical, consultant, or managerial services; and/or

        b. Providing assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for the performance of work, provided that the fee or commission is determined by the Local Agency to be reasonable and not excessive as compared with fees customarily allowed for similar services

    2. When a DBE subcontracts part of the work of its contract to another firm, individual, or entity, the value of the subcontracted work may only be counted if the subcontractor is also a DBE certified firm.

        a. Work that a DBE subcontracts out to a non-certified firm will not count toward the goal

        b. DBE firms may use an employee leasing company for the work

            i. The participation of the leased employees will count only if the certified DBE firm maintains an employer-employee relationship with the leased employees

            ii. This includes being responsible for hiring, firing, training, assigning, and otherwise controlling the on-the-job activities of the leased employees, as well as ultimate responsibility for wage and tax obligations related to the employees

        c. Unless certified in the work to be performed, staffing agencies only count toward the Contract Goal for placement fees and any hourly fee beyond the temporary employee's actual rate of pay

    3. When a DBE performs as a participant in a joint venture:

a. Only the portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work that the DBE performs with its own forces may count toward the Goal

b. In order to receive credit, the joint venture agreement must be submitted as an attachment in the utilization plan submitted through B2GNow for review and approval by CDOT

D. A DBE must be performing a Commercially Useful Function, as defined by 49 CFR 26.55(c), in order for its participation to count towards the Contract Goal.

1. To perform a Commercially Useful Function:

   a. The DBE must be responsible for the execution of the work to be performed and

   b. Actually performing, managing, and supervising the work

2. In evaluating whether a DBE is performing a Commercially Useful Function, the Local Agency will consider factors, including but not limited to:

   a. The amount of subcontracted work

   b. Industry practices, and

   c. Whether payment to the DBE is commensurate with the work for which the DBE is claiming credit, and any other relevant factors

3. DBE does not perform a Commercially Useful Function if its role is limited to that of an extra participant in a transaction through which funds are passed in order to obtain the appearance of DBE participation.

4. A DBE is presumed as not performing a Commercially Useful Function:

   a. When it does not perform or exercise responsibility for at least thirty (30) percent of the total cost of the work it is contracted to perform with its own workforce; or

   b. When the DBE subcontracts a greater portion of its work than would be expected based on normal industry practice for the type of work involved.

   c. In these circumstances, the DBE may present evidence to CDOT in order to rebut the presumption.

5. In order to finalize the Contract, the Consultant must have submitted a Professional Services Commercially Useful Function Questionnaire form for each DBE firm that performed work or provided supplies toward meeting the contract goal. The DBE, Consultant and Engineer must sign the Professional Services Commercially Useful Function Questionnaire form.

6. The City's determinations regarding Commercially Useful Function matters are not appealable.

9.5. UTILIZATION PLAN MODIFICATIONS

Reduction, Substitution, Termination. Reduction, Substitution, or Termination during the life of the Contract shall only be permitted at the discretion of the Local Agency based upon a demonstration of Good Cause by the Consultant. The Consultant may not Reduce, Substitute, Terminate, or add Commitments without the Local Agency's approval. Consultants may request modification approval to the Local agency. The Local Agency may request for CDOT's assistance and/or use CDOT's Professional Services DBE Participation Plan Modification Request form.

A. Notice to Subconsultant. Before requesting the Local Agency approval, the Consultant must give the DBE Subconsultant notice in writing of the Consultant's intent to Reduce, Substitute or Terminate the Subconsultant's work. Unless otherwise waived in writing by the DBE, the Consultant must give the DBE five (5) calendar days to respond to the Consultant's notice d advise the Local Agency of objections, if any, that it objects to the proposed Reduction, Termination and/or Substitution and why the Consultant's proposed action should not be approved. If required as a matter of public necessity (e.g., safety), the Local Agency may waive or reduce the period to respond. The DBE firm may also voluntarily waive the response period.

B. Good Cause Requirement. A Consultant must demonstrate Good Cause before a request for Reduction, Substitution or Termination can be approved by the Local Agency. Good Cause does not exist if Reduction, Substitution or Termination of a DBE is sought solely so that the Consultant can self perform the work for which the DBE was engaged or so that the Consultant can substitute another firm to perform the work. In evaluating whether Good Cause exists, the Local Agency will consider, but is not limited to, the following factors:

    1. Changes in the scope of work or scheduling that directly impacts the work committed to the DBE
    2. Failure or refusal by the DBE to execute a written contract
    3. Failure or refusal by the DBE to perform the work of its subcontract consistent with normal the industry standards, provided that such failure is not the result of bad faith or discriminatory actions of the Consultant or one of its Subconsultants
    4. The DBE fails to meet reasonable, nondiscriminatory insurance requirement
    5. The DBE becomes bankrupt, insolvent, or exhibits credit unworthiness
    6. The DBE is ineligible to work because of suspension or debarment proceedings or other state law
    7. The DBE is not a responsible Consultant
    8. The listed DBE voluntarily withdraws from the project and provides to the Consultant written notice of its withdrawal
    9. The listed DBE is ineligible to receive credit for its participation

10. The DBE owner dies or becomes disabled and the firm is unable to complete the work it is committed to perform

11. The DBE ceases business operations or otherwise dissolves; and/or

12. Other documented good cause reasons determined by the Local Agency to compel the termination of the DBE Subconsultant

C. Good Faith Effort Requirement. When a Commitment is Reduced or Terminated (including when a DBE withdraws), the Consultant shall make Good Faith Efforts to find a Substitution up to the Contract Goal for the DBE whose Commitment has been Terminated or Reduced, Substitutions do not have to be in the same type of work that was Terminated or Reduced.

1. Prior to making a Substitution, the Consultant must receive the Local Agency's approval for the Substitution.

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

9.6. ENFORCEMENT

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

A. The Local Agency may conduct reviews or investigations of participants as necessary. All participants on the Contract, including, but not limited to, DBE Subconsultants or Suppliers/Vendors are required to cooperate fully and promptly with compliance reviews, certification reviews, investigations, and other requests for information. This also includes applicants for DBE certification, ESB Subconsultants and applicants for ESB certification, complainants, and Consultants using Subconsultants to meet the Contract Goal.

B. If the Local Agency determines that a Consultant, Subconsultant or Supplier/Vendor was a knowing and willing participant in any intended or actual subcontracting arrangement contrived to artificially inflate DBE participation or any other business arrangement determined by the Local Agency to be unallowable, or if the Consultant engages in repeated violations, falsification or misrepresentation, the Local Agency may:

1. Refuse to count any fraudulent or misrepresented DBE/ESB participation

2. Withhold progress payments to the Consultant commensurate with the violation

3. Reduce the Consultant's prequalification status

4. Refer the matter to the Office of Inspector General of the US Department of Transportation for investigation; and/or

5. Seek any other available contractual remedy

9.7. CONTRACT CLOSEOUT

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

9.8. NONCONSTRUCTION FEDERAL HIGHWAY ADMINISTRATION (FHWA) CONTRACT CLAUSES

Note: As future project are assigned, a copy of the applicable funding agreement will be provided to the Consultant.

A. Federal laws and regulations that may be applicable to the Work include:

1. Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967 and as supplemented in Department of Labor regulations (41 CFR Chapter 60) (All construction contracts awarded in excess of $10,000 by the Local Agency and their contractors or the Local Agency).

2. The Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3) (All contracts and sub-Agreements for construction or repair).

3. The Davis-Bacon Act (40 U.S.C. 276a to a-7) as supplemented by Department of Labor regulations (29 CFR Part 5) (Construction contracts in excess of $2,000 awarded by the Local Agency and the Local Agency when required by Federal Agreement program legislation. This act requires that all laborers and mechanics employed by contractors or sub-contractors to work on construction projects financed by federal assistance must be paid wages not less than those established for the locality of the project by the Secretary of Labor).

4. Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). (Construction contracts awarded by the Local Agency's in excess of $2,000, and in excess of $2,500 for other contracts which involve the employment of mechanics or laborers).

5. Standards, orders, or requirements issued under section 306 of the Clear Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368). Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15) (contracts, subcontracts, and sub-Agreements of amounts in excess of $100,000).

6. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).
7. Office of Management and Budget (OMB)Circulars A-87, A-21 or A-122, and A-102 or A-110, whichever is applicable.
8. The Hatch Act (5 USC 1501-1508) and Public Law 95-454 Section 4728. These statutes state that federal funds cannot be used for partisan political purposes of any kind by any person or organization involved in the administration of federally-assisted programs.
9. In any contract utilizing federal funds, land, or other federal aid, the Local Agency shall require the federal- aid recipient or contractor to provide a statement of written assurance that they will comply with Section 504 and not discriminate on the basis of disability.
10. The Uniform Relocation Assistance and Real Property Acquisition Policies Act, as amended (Public Law 91- 646, as amended and Public Law 100-17, 101 Stat. 246-256). (If the contractor is acquiring real property and displacing households or businesses in the performance of the Agreement).
11. The Drug-Free Workplace Act (Public Law 100-690 Title V, subtitle D, 41 USC 701 et seq.)
12. The Age Discrimination Act of 1975, 42 U.S.C. Sections 6101 et. seq. and its implementing regulation, 45
13. C.F.R. Part 91; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794, as amended, and implementing regulation 45 C.F.R. Part 84.
14. 23 C.F.R. Part 172, concerning "Administration of Engineering and Design Related Contracts".
15. 23 C.F.R Part 633, concerning "Required Contract Provisions for Federal-Aid Construction Contracts".
16. 23 C.F.R. Part 635, concerning "Construction and Maintenance Provisions".

B. Nondiscrimination. During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

1. Compliance with Regulations. The Contractor will comply with the Regulations of the Department of Transportation relative to nondiscrimination in Federally assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this Agreement.

2. Nondiscrimination. The Contractor, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the ground of race, color, sex, mental or physical handicap or national origin in the selection and retention of Subcontractors, including procurement of materials and leases of equipment. The Contractor will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix C of the Regulations.

3. Solicitations for Subcontracts, Including Procurement of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurement of materials or equipment, each potential Subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Agreement and the Regulations relative to nondiscrimination on the ground of race, color, sex, mental or physical handicap or national origin.

4. Information and Reports. The Contractor will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the State, or the FHWA as appropriate and shall set forth what efforts have been made to obtain the information.

5. Sanctions for Noncompliance. In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Agreement, the State shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to: a. Withholding of payments to the Contractor under the contract until the Contractor complies, and/or b. Cancellation, termination or suspension of the contract, in whole or in part.

C. Incorporation of Provisions. The Contractor will include the provisions regarding the foregoing sections and the IGA (attached) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, orders, or instructions issued pursuant thereto. The Contractor will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event the Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or supplier as a result of such direction, the Contractor may request the State to enter into such litigation to protect the interest of the State and in addition, the Contractor may request the FHWA to enter into such litigation to protect the interests of the United States.

9.9. OMB UNIFORM GUIDANCE FOR FEDERAL PROJECTS

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

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

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice inconspicuous 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 maybe canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

7. The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontractor purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States."

B. Davis-Bacon Act. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti- Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or Subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

1. The City must report all suspected or reported violations to the Federal awarding agency.

C. Rights to Inventions Made Under a Contract or Agreement. 3 If the Federal Award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," Subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

D. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251- 1387), as amended. Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). If applicable, Contractor agrees to the following:

1. Clean Air Act:

    a. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

    b. The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the federal, state, or other grant funding agency and the appropriate Environmental Protection Agency Regional Office.

    c. The Contractor agrees to include these requirements in each subcontract meeting or exceeding $150,000.

2. Federal Water Pollution Control Act:

    a. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

    b. The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the federal, state, or other grant funding agency and the appropriate Environmental Protection Agency Regional Office.

    c. The Contractor agrees to include these requirements in each subcontract meeting or exceeding $150,000.

E. Debarment and Suspension (Executive Orders 12549 and 12689). A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. If applicable, Contractor shall be bound by it's Bidder's Certification for Debarment, Suspension, Ineligibility and Voluntary Exclusion throughout the period of the Contract.

F. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non- Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

G. Domestic Preference for Procurement (C.F.R. § 200.322). To the extent consistent with law and in accordance with 2 C.F.R. § 200.322, Contractor and all of its subcontractors will to the greatest extent practicable under the Contract, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). This requirement must be included in all contracts and purchase orders that Contractor may enter into.

H. Procurement of Recovered Material (C.F.R. § 200.323).

1. In the performance of this contract/agreement, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items in accordance with 40 C.F.R. Part 247, unless the product cannot be acquired:

    a. Competitively within a timeframe providing for compliance with the contract performance schedule.

    b. Meeting contract performance requirements.

    c. At a reasonable price.

2. Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

3. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.

I. Additional Provisions.

1. Access to Records. The Contractor agrees to provide the federal fund and/or grant provider, the City, the Comptroller General of the United States, and/or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

3. The Contractor agrees to provide the federal fund and/or grant provider or authorized representatives access to construction or other work sites pertaining to the work being completed under the Project.

4. In compliance with the Disaster Recovery Act of 2018, the City and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the federal fund and/or grant provider or the Comptroller General of the United States.

5. Changes. The cost of changes, modifications, change orders, or constructive changes must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of the project scope.
Changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract as long as the City and Contractor agree to change in writing and change still meets any funding submittal and expiration dates.

6. No Obligation by Federal Government. The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-federal entity, Contractor, or any other party pertaining to any matter resulting from the contract.

7. Fraud and False or Fraudulent or Related Acts. The Contractor acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims or Statements) applies to the Contractor's actions pertaining to this contact.

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

A. Definitions

1. B2GNow. Web based platform utilized by CDOT to track Civil Rights compliance (DBE/ESB participation) and prompt payment requirements on its contracts. The Consultant will use

this platform to submit Utilization Plan(s), Subconsultant and Supplier/Vendor information on the Contract.

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

13. Professional Services. The practice of architecture, engineering, professional land surveying, landscape architecture, and industrial hygiene as defined in Colorado Revised Statutes (CRS) 24-30-1402 and 48CFR Part 2.

14. Reduction. Reduction occurs when the Consultant reduces a Commitment to a DBE. A Reduction is a partial Termination.

15. Subconsultant. An individual, firm, corporation or other legal entity to whom the Consultant sublets part of the contract. For purposes of these requirements, the term Subconsultant includes Suppliers/Vendors.

16. Substitution. Substitution occurs when a Consultant seeks to find another certified DBE firm to perform work on the contract as a result of a Reduction or Termination.

17. Termination. Termination occurs when a Consultant no longer intends to use a DBE firm for fulfillment of a Commitment. This includes, but is not limited to, instances in which a Consultant seeks to perform work originally designated for a DBE Subconsultant with its own forces or those of an affiliate, a nonDBE firm, or with another DBE firm.

18. Utilization Plan (UP). The documentation of Subconsultant and Supplier/Vendor participation on the awarded Contract. The Utilization Plan details all Subconsultants and Suppliers/Vendors included as part of the proposal team and Commitments by percentage made by the Consultant. The Consultant must submit the Utilization Plan within five (5) calendar days of receiving notice from CDOT's B2GNow system.

19. Vendor. Participant on a CDOT contract that is providing services not considered to be a Professional Services as defined in Colorado Revised Statute 24-30-1402 and 48 CFR Part 2. A vendor would provide Non- Engineering Services (i.e. Geotechnical drilling, Public Information/Relations, traffic control, etc.) and would not be overseen by a licensed engineer.

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

B. Nondiscrimination and Subcontracting Requirements for all contracts and subcontracts on FHWA federally assisted contracts with the City.

1. Non-discrimination. The Consultant, with regard to the work performed by it during the contract term, will not discriminate on the grounds of race, color, or national origin in the selection and retention of Subconsultants, including procurement of materials and leases of equipment. The Consultant will not participate either directly or indirectly in the

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

2. Civil Rights Act of 1964 Title VI. CDOT, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 US.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

3. Consultant Assurance. By submitting a proposal for this contract, the Consultant agrees to the following assurance: The consultant, sub recipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract. Such other remedy as deems appropriate, which may include, but is not limited to:

    a. Withholding monthly progress payments

    b. Assessing sanctions

    c. Liquidated damages

    d. Disqualifying the consultant from future bidding as non responsible

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

5. Subcontract Terms. Parts A-D of this section shall be included in all subcontracts or other agreements for the performance of work on the contract.

C. Contract Commitment required at the time of initial proposal. The Consultant must make a contractually binding guarantee to meet the Contract Goal in accordance with 49 CFR 26.53.

1. Affidavit of Small Business Participation. The Affidavit of Small Business Participation is the Consultant's contractually binding guarantee to meet the Contract Goal or make Good Faith Efforts to do so. CDOT's Affidavit of Small Business Participation form must be submitted with the Consultant's statement of interest proposal. Failure to submit the CDOT Affidavit of Small Business Participation form will result in the Consultant being deemed non responsive and ineligible for award. The Local Agency will copy the top preferred proposals to CDOT's Civil Rights and Business Resource Center (CRBRC) for approval of CDOT's Affidavit of Small Business Participation form. This form includes the commitments to meet the DBE goal.

2. Contract Utilization Plan (UP). Once the contract is awarded and the Local Agency receives a signed contract, the Local Agency will submit the Local Agency Professional Services B2GNow Contract Information form for CDOT to set up the contract in the B2GNow system. Once the contract is setup in the system, the Consultant will receive a notice from CDOT within five (5) calendar days of selection, to complete and submit a Utilization Plan via B2GNow. In order to complete the Utilization Plan, the Consultant shall list all DBE, ESB, and nonDBE/ESB Subconsultants and Suppliers/Vendors included as part of its "most qualified" team. The Utilization Plan shall also include all Commitments by percentage.

3. Consultant Responsibility. The Consultant is solely responsible for ensuring that the Contract Goal is achieved upon completion of the work, expenditure of funds, and/or expiration of the Contract, whichever occurs first. The Local Agency and CDOT assists in the monitoring as oversight agencies.

4. Contract Good Faith Effort Requirement. The UP will not be approved by CDOT until the Consultant documents sufficient Commitments to meet the Contract Goal or demonstrates Good Faith Efforts to meet the Contract Goal even though it did not succeed in obtaining sufficient Commitments to do so.

    a. Good Faith Efforts mean that the Consultant:

        i. Documents it has obtained enough DBE participation to meet the Contract Goal, or

        ii. Documents that it made adequate good faith efforts to meet the Contract Goal, even though it did not succeed in obtaining enough DBE participation to do so

    b. If the Consultant has not documented sufficient Commitments to meet the Contract Goal, the Consultant shall provide an explanation of its efforts to obtain Commitments by submitting the CDOT's Professional Services Good Faith Efforts Report form and supporting documentation to CRBRC.

        i. The CRBRC will conduct a review to determine whether the Consultant has demonstrated Good Faith Efforts to meet the Contract Goal

ii. The CRBRC will approve the Contract Utilization Plan if it determines that the Consultant has made Good Faith Efforts to meet the Contract Goal

c. In conducting Good Faith Effort reviews, the CRBRC will utilize the guidance found in Appendix A to 49 CFR Part 26, where applicable. The CRBRC may also consider, but is not limited to, the following factors in evaluating the Consultant's Good Faith Efforts:

i. Performance of other consultants in meeting DBE goals on contracts that have a similar scope of work, contract amount, location, and time frame

ii. Reason(s) for choosing a nonDBE subconsultant over an interested DBE

iii. Documentation of DBEs solicited by the Consultant and verification from the DBEs that they were actually contacted by the Consultant

iv. Past performance by the Consultant on contracts that have a similar scope of work, contract amount, location and time frame

v. Any other factors that may be pertinent to the factual circumstances

d. If the CRBRC determines the Consultant has made Good Faith Efforts to meet the Contract Goal, the Master Contract Utilization Plan will be approved and all documentation of the determination will be uploaded into B2GNow.

5. Administrative Reconsideration. If the CRBRC determines that the Consultant did not demonstrate Good Faith Efforts to meet the Contract Goal, the Consultant will be provided a written notice of its determination and an opportunity for administrative reconsideration by the CDOT Chief Engineer or a designee.

a. The Chief Engineer or a designee will conduct administrative reconsideration.

i. The Consultant will have five (5) calendar days from the written notice to request administrative reconsideration of an adverse Good Faith Efforts determination

ii. The request shall include the basis for reconsideration and any supporting documentation that the Consultant would like to be considered as part of the reconsideration

iii. The reconsideration should also specify whether the Consultant is requesting an informal, in person or telephonic hearing with CDOT to address the issues in the Good Faith Efforts determination

iv. If a request for an informal hearing is not made, the Consultant will be deemed to have waived this opportunity

b. Upon a hearing request, the Civil Rights and Business Resource Center will establish a date and time for the hearing and send written notice via email to the Consultant, the Local Agency and Civil Rights at least two (2) business days in advance of the hearing.

i. If schedules permit, the parties may waive the two (2) business day requirement

ii. The CDOT Chief Engineer or designee may request additional documentation from the Consultant and/or the Local Agency

iii. A copy of all requests and responses should be provided to the other party and the other party shall be given an opportunity to respond

c. The CDOT Chief Engineer or a designee shall issue the final determination as to whether the Consultant made Good Faith Efforts to meet the Contract Goal.

i. The determination will be in writing and explain the basis for the CDOT Chief Engineer's or designee decision regarding whether or not the Consultant demonstrated Good Faith Efforts to meet the Contract Goal

ii. The Good Faith Efforts determination of the CDOT Chief Engineer or designee is not appealable

D. Please refer to CDOT's Local Agency Civil Rights Guidelines for more information: https://www.codot.gov/business/civilrights/compliance/prof-services/overview. Contractor agrees to be bound by and subject to this section.

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

A. Eligible DBE Participation. In order to count towards the Contract Goal, (1) the work performed by the DBE Consultant, Subconsultant, or Supplier/Vendor must be identified in an approved Commitment, and (2) the Consultant, Subconsultant, or Supplier/Vendor must be DBE certified in the committed work upon submission of the Commitment. The Local Agency will evaluate whether the work it is committed to perform can reasonably be construed to fall within the work areas for which the DBE Consultant, Subconsultant, or Supplier/Vendor is certified. The Local Agency may request assistance from CDOT if needed.

1. If a Consultant, Subconsultant, or Supplier/Vendor is decertified as a DBE following the approval of a Contract, its participation on that Contract may continue to count as DBE participation.

2. DBE participation will be tracked through the B2GNow.

3. Only work actually performed by the DBE will count towards the Contract Goal.

a. The Consultant may count the entire amount of fees or commissions charged by a DBE firm for:

i. Providing a bona fide service, such as professional, technical, consultant, or managerial services; and/or

ii. Providing assistance in the procurement of essential personnel, facilities,

equipment, materials or supplies required for the performance of work, provided that the fee or commission is determined by the Local Agency to be reasonable and not excessive as compared with fees customarily allowed for similar services

b. When a DBE subcontracts part of the work of its contract to another firm, individual, or entity, the value of the subcontracted work may only be counted if the subcontractor is also a DBE certified firm.

   i. Work that a DBE subcontracts out to a non-certified firm will not count toward the goal

   ii. DBE firms may use an employee leasing company for the work

      I. The participation of the leased employees will count only if the certified DBE firm maintains an employer-employee relationship with the leased employees

   iii. This includes being responsible for hiring, firing, training, assigning, and otherwise controlling the on-the-job activities of the leased employees, as well as ultimate responsibility for wage and tax obligations related to the employees
   Unless certified in the work to be performed, staffing agencies only count toward the Contract Goal for placement fees and any hourly fee beyond the temporary employee's actual rate of pay

c. When a DBE performs as a participant in a joint venture:

   i. Only the portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work that the DBE performs with its own forces may count toward the Goal

   ii. In order to receive credit, the joint venture agreement must be submitted as an attachment in the utilization plan submitted through B2GNow for review and approval by CDOT

4. A DBE must be performing a Commercially Useful Function, as defined by 49 CFR 26.55(c), in order for its participation to count towards the Contract Goal.

   a. To perform a Commercially Useful Function:

      i. The DBE must be responsible for the execution of the work to be performed and

      ii. Actually performing, managing, and supervising the work

   b. In evaluating whether a DBE is performing a Commercially Useful Function, the Local Agency will consider factors, including but not limited to:

      i. The amount of subcontracted work

      ii. Industry practices, and

iii. Whether payment to the DBE is commensurate with the work for which the DBE is claiming credit, and any other relevant factors

c. DBE does not perform a Commercially Useful Function if its role is limited to that of an extra participant in a transaction through which funds are passed in order to obtain the appearance of DBE participation.

d. A DBE is presumed as not performing a Commercially Useful Function:

i. When it does not perform or exercise responsibility for at least thirty (30) percent of the total cost of the work it is contracted to perform with its own workforce; or

ii. When the DBE subcontracts a greater portion of its work than would be expected based on normal industry practice for the type of work involved.

iii. In these circumstances, the DBE may present evidence to CDOT in order to rebut the presumption.

e. In order to finalize the Contract, the Consultant must have submitted a Professional Services Commercially Useful Function Questionnaire form for each DBE firm that performed work or provided supplies toward meeting the contract goal. The DBE, Consultant and Engineer must sign the Professional Services Commercially Useful Function Questionnaire form.

f. The Local Agency's determinations regarding Commercially Useful Function matters are not appealable.

B. Utilization Plan Modifications

1. Reduction, Substitution, Termination. Reduction, Substitution, or Termination during the life of the Contract shall only be permitted at the discretion of the Local Agency based upon a demonstration of Good Cause by the Consultant. The Consultant may not Reduce, Substitute, Terminate, or add Commitments without the Local Agency's approval. Consultants may request modification approval to the Local agency. The Local Agency may request for CDOT's assistance and/or use CDOT's Professional Services DBE Participation Plan Modification Request form.

a. Notice to Subconsultant. Before requesting the Local Agency approval, the Consultant must give the DBE Subconsultant notice in writing of the Consultant's intent to Reduce, Substitute or Terminate the Subconsultant's work. Unless otherwise waived in writing by the DBE, the Consultant must give the DBE five (5) calendar days to respond to the Consultant's notice d advise the Local Agency of objections, if any, that it objects to the proposed Reduction, Termination and/or Substitution and why the Consultant's proposed action should not be approved. If required as a matter of public necessity

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

b. Good Cause Requirement. A Consultant must demonstrate Good Cause before a request for Reduction, Substitution or Termination can be approved by the Local Agency. Good Cause does not exist if Reduction, Substitution or Termination of a DBE is sought solely so that the Consultant can self perform the work for which the DBE was engaged or so that the Consultant can substitute another firm to perform the work. In evaluating whether Good Cause exists, the Local Agency will consider, but is not limited to, the following factors:

    i. Changes in the scope of work or scheduling that directly impacts the work committed to the DBE

    ii. Failure or refusal by the DBE to execute a written contract

    iii. Failure or refusal by the DBE to perform the work of its subcontract consistent with normal the industry standards, provided that such failure is not the result of bad faith or discriminatory actions of the Consultant or one of its Subconsultants

    iv. The DBE fails to meet reasonable, nondiscriminatory insurance requirement

    v. The DBE becomes bankrupt, insolvent, or exhibits credit unworthiness

    vi. The DBE is ineligible to work because of suspension or debarment proceedings or other state law

    vii. The DBE is not a responsible Consultant

    viii. The listed DBE voluntarily withdraws from the project and provides to the Consultant written notice of its withdrawal

    ix. The listed DBE is ineligible to receive credit for its participation

    x. The DBE owner dies or becomes disabled and the firm is unable to complete the work it is committed to perform

    xi. The DBE ceases business operations or otherwise dissolves; and/or

    xii. Other documented good cause reasons determined by the Local Agency to compel the termination of the DBE Subconsultant

c. Good Faith Effort Requirement. When a Commitment is Reduced or Terminated (including when a DBE withdraws), the Consultant shall make Good Faith Efforts to find a Substitution up to the Contract Goal for the DBE whose Commitment has been Terminated or Reduced, Substitutions do not have to be in the same type of work that was Terminated or Reduced.

i. Prior to making a Substitution, the Consultant must receive the Local Agency's approval for the Substitution.

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

C. Enforcement

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

   a. The Local Agency may conduct reviews or investigations of participants as necessary. All participants on the Contract, including, but not limited to, DBE Subconsultants or Suppliers/Vendors are required to cooperate fully and promptly with compliance reviews, certification reviews, investigations, and other requests for information. This also includes applicants for DBE certification, ESB Subconsultants and applicants for ESB certification, complainants, and Consultants using Subconsultants to meet the Contract Goal.

   b. If the Local Agency determines that a Consultant, Subconsultant or Supplier/Vendor was a knowing and willing participant in any intended or actual subcontracting arrangement contrived to artificially inflate DBE participation or any other business arrangement determined by the Local Agency to be unallowable, or if the Consultant engages in repeated violations, falsification or misrepresentation, the Local Agency may:

      i. Refuse to count any fraudulent or misrepresented DBE/ESB participation

      ii. Withhold progress payments to the Consultant commensurate with the violation

      iii. Reduce the Consultant's prequalification status

      iv. Refer the matter to the Office of Inspector General of the US Department of Transportation for investigation; and/or

      v. Seek any other available contractual remedy

D. Contract Closeout

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

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

SPECIAL, STATE, FEDERAL, AND GRANT FUNDING REQUIREMENTS

10.1. Special Funding Contract Requirements

The following Special Funding Contract clauses may be updated to the most recent version to correspond to each future agreement/work order as assigned.

For use with FEMA, ARPA, SLFRF, and/or other state and federal grant funds and cooperative agreements.

The following section may refer to Consultant and/or Contractor as any company contracted with the City for work on a project.

This bid attachment shall be added to all City bid projects with the potential utilization of federal or state fund projects (including projects utilizing FEMA, ARPA, SLFRF, or grant funds). The following clauses mirror the Federal Required Contract Provisions available at www.fema.gov/procurement-disaster-assistance-team.

A. Definitions

1. Agreement: For the purposes of this bid and/or project, agreement shall indicate a contract between City and Contractor.
2. Contractor: Awarded bidder, consultant, and/or engineer contracted or under agreement with the City for a specified duration or for specific project work.
3. Contract:: Any form of agreement, award, written contract, issued purchase order, purchase agreement, etc. as issued by the City as a result of a formal or informal bid, cooperative agreement, or other award as determined appropriate by the Purchasing Director and/or City Mayor and/or City Council.

B. Notice

1. The project(s) and contracts utilizing funds from a federally established fund, disaster relief program, state program, or other grant fund are subject to the sections contained herein and signature of the bid by the Contractor shall constitute Contractor's agreement to all terms within this bid, agreement, and/or contract.
2. Failure to adhere to all federal, FEMA, state, grant, and City project requirements may mean suspension or department by the City of Pueblo, the federal government, and other FEMA awarded projects (as per 2 CFR, Part 180, Implementing Executive Orders 12549 and 12689). It is the Contractor's responsibility to adhere to any federal fund project requirements that may be revised, added, stipulated by the situation or federal fund advisor, etc. Additionally, Contractor must adhere to the terms of the grant award as applicable for each project, including all federal laws, executive orders, federal regulations, state oversight regulations, etc. Failure to adhere to these and all other project requirements may mean suspension or department (see section below).

3. As indicated in each Section, some clauses determined nonapplicable for this project may be removed.

10.2. Remedies

Applicable to all contracts/agreements in excess of $250,000; 2 CFR, Part 200, Appendix II(A)

A. All remedies provided for in this Agreement may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy.

B. The City may withhold any amount that may be due Contractor as the City deems necessary to protect the City against loss including, without limitation, loss as a result of outstanding liens and excess costs incurred by the City in procuring from third parties replacement products and services necessary to complete the project.

C. City may deny payment for products not received and services not performed, or that due to Contractor's actions/inactions cannot be delivered/performed, or if they were delivered/performed and are reasonably of no value to the City, provided that any denial of payment shall be equal to the value of the City's obligations for products/services not delivered/performed.

10.3. Termination for Cause and Convenience

Applicable to all contracts/agreements in excess of $10,000; 2 CFR, Part 200, Appendix II(B)

A. Termination for Cause. Contractor's failure to perform or observe any covenant, condition, provision, or term of the contract shall constitute Contractor's default. In the event of Contractor's default, the City shall have the right to exercise its legal and equitable remedies as listed above and may immediately terminate the agreement upon written notice to Contractor.

B. Termination for Convenience. City shall have the option, in its sole discretion, to terminate the contract at any time during the term for convenience and without cause. City shall exercise this option by giving Contractor written notice of termination including date on which termination shall become effective.

C. Within 30 days after specified termination, Contractor shall submit to City a final invoice for actual property shipped, received, and accepted and/or services (partial or in full) accepted as complete by the City's authorized representative. All invoices shall be pro-rated for exact amount of product received or work submitted. City shall not pay any additional costs for loss of work or contract, administrative or work costs after termination date, costs to subcontractors or subconsultants for loss of work, or any other conditions. The City's payment obligation under this Section shall survive termination of the contract.

10.4. Equal Employment Opportunity

This section is required for all federal grant and cooperative agreement programs; 2 CFR, Part 200, Appendix II(C)

During the performance of this contract, the Contractor agrees as follows:

A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

   1. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

C. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

D. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

E. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

F. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant

thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

G. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

H. The Contractor will include the portion of the sentence immediately preceding paragraph A and the provisions of paragraphs A through H in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

    1. Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

10.5. 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)

A. Overtime requirements. Contractor will comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). 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 work week in which he or she is employed on such work to work in excess of forty hours in such work week 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 work week.

B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 6.1 of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the City for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and

guards, employed in violation of the clause set forth in paragraph A of this section, in the sum of $27 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 A.

C. Withholding for unpaid wages and liquidated damages. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph B of this section.

D. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs A through D of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs A through D of this section.

10.6. Rights to Inventions Made Under a Contract/Agreement

Applicable to contracts for performance of experimental, developmental, or research work; 2 CFR, Part 220, Appendix II(F)

If the Contractor qualifies as a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under the federal funding contract, the Contractor must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements."

10.7. Clean Air Act and The Federal Water Pollution Control Act

Contracts in excess of $150,000; 2 CFR, Part 200, Appendix II(G)

A. Clean Air Act:

1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

2. The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the federal, state, or other grant funding agency and the appropriate Environmental Protection Agency Regional Office.

3. The Contractor agrees to include these requirements in each subcontract meeting or exceeding $150,000.

B. Federal Water Pollution Control Act:

1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

2. The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the federal, state, or other grant funding agency and the appropriate Environmental Protection Agency Regional Office.

3. The Contractor agrees to include these requirements in each subcontract meeting or exceeding $150,000.

10.8. Debarment and Suspension

Required for all federal, state, grant, and cooperative agreement programs; 2 CFR, Part 200, Appendix II(H)

A. This contract is a covered transaction for purposes of 2 CFR, Part 180 and 2 CFR, Part 3000. As such the Contractor is required to verify that none of the Contractor, its principals (defined at 2 CFR Section 180.995) or its affiliates (defined at 2 CFR Section 180.905) are excluded (defined at 2 CFR Section 180.940) or disqualified (defined at 2 CFR Section 180.935).

B. The Contractor must comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

C. This certification is a material representation of fact relied upon by City. If it is later determined that the Contractor did not comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, in addition to remedies available to City, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

D. The bidder agrees to comply with the requirements of 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10.9. Byrd Anti-lobbying Amendment

Award of $100,000 or more; 2 CFR, Part 200, Appendix II(I)

Contractors must sign and submit to the City the Byrd Anti-lobbying Amendment Certification. Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a

member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient.

10.10. Procurement of Recovered Materials

Required for all federal grant and cooperative agreement programs; 2 CFR, Part 200, Appendix II(J)

A. In the performance of this contract/agreement, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items in accordance with 40 C.F.R. Part 247, unless the product cannot be acquired:

   1. Competitively within a timeframe providing for compliance with the contract performance schedule.

   2. Meeting contract performance requirements.

   3. At a reasonable price.

B. Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

C. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.

10.11. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

Required for all federal grant and cooperative agreement programs used to purchase telecommunications and video surveillance services or equipment; 2 CFR, Part 200, Appendix II(K)

The Contractor and all of its subcontractors acknowledge and will comply with the requirements of 2 C.F.R. § 200.216, including the prohibition on spending federal loan or grant funds to procure or obtain the prohibited equipment, services, or systems covered by the provision.

10.12. 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.

10.13. Access to Records

This section from Recommended Contract Provision No. 1; Required for all City federally funded projects

A. The Contractor agrees to provide the federal fund and/or grant provider, the City, the Comptroller General of the United States, and/or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

B. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

C. In compliance with the Disaster Recovery Act of 2018, the City and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the federal fund and/or grant provider or the Comptroller General of the United States.

10.14. Changes

This section from Recommended Contract Provision No. 2; Required for all City federally funded projects

A. The cost of changes, modifications, change orders, or constructive changes must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of the project scope.

B. Changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract as long as the City and Contractor agree to change in writing and change still meets any funding submittal and expiration dates.

10.15. 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.

10.16. 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.

10.17. 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.

10.18. 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 contact.

Schedule 1

Scope of Service

Excerpt from Request for Proposal dated April 16, 2024, Section 3

3.1. Objective

A. The City of Pueblo is soliciting competitive proposals from qualified civil geotechnical engineering firms to provide services to the Public Works Department as it relates to geotechnical engineering of foundations, retaining walls, pavement design, soil analysis and testing, concrete and asphalt pavement testing, detailed engineering design, and inspection.

B. Only Proposers qualified to offer such services will be considered.

C. The awarded agreements may will be utilized by the Department of Public Works and other City Departments on an as needed basis.

3.2. Minimum Qualifications

A. Proposers must be a registered engineer in good standing with the State of Colorado; must be able to stamp Civil and Geotechnical drawings.

B. Must be able to perform or subcontract soil, concrete, and asphalt testing and analysis.

C. All professionals, whether awarded Consultant, subconsultant, and/or subcontractor, if required by the State of Colorado to perform their services, must provide proof of licensing.

3.3. Scope of Service

A. Administrative Duties

1. Consultant shall attend community meetings and pre-bid conference, if required for the project, and respond to the bidder's technical questions via addendum that will be prepared by the City's Project Manager;
2. Make presentations to City Council, public, and other agencies as requested by City staff.
3. Provide litigation support, expert-witness testimony, and conduct geoforensic studies in support of City-related litigation.
4. Provide technical advice to City personnel related to all matters of geotechnical engineering, including but not limited to, current building code requirements, State and Federal regulations.

B. Geotechnical investigation and design services, including borings and material testing for Public Works projects

1. Review of geotechnical reports and maps
2. Site reconnaissance

3. Underground service alert coordination
4. Subsurface soil sampling
5. Boring logs
6. Geotechnical engineering analysis
7. Geotechnical design recommendation for grading and foundations
8. Overseen by Geotechnical Engineer

C. Pavement evaluation and design
1. Pavement corings
2. Deflection testing
3. Pavement analysis per Caltrans methodology
4. Overseen by Professional Engineer

D. Geotechnical observation and testing, materials testing, and special inspection
1. Acceptance Testing of various construction materials, including but not limited to, AC, aggregate base, subgrade, concrete, and more
2. Field sampling/testing/observation
3. Plant inspection
4. Laboratory testing
5. Laboratory certification (Caltrans, AMRL, etc.)
6. Meeting City's Quality Assurance Program

E. Geotechnical review services
1. Review of geotechnical reports
2. Review of grading and foundation plans
3. Preparation of review sheets
4. Billing
5. Coordination with planning and building/safety staff
6. Presentation at City Council meetings
7. Requires GE and CEG to perform reviews

F. The awarded Consultant(s) will be required to provide all professional services necessary to complete the following types of projects:

1. Foundations
2. Retaining walls
3. Pavement design
4. Soil analysis and testing
5. Concrete and asphalt paving testing
6. Detailed engineering design
7. Inspection
8. Additional related services as requested

G. Additionally, the Consultant shall:

1. Provide staff and services on an as-needed basis
2. Analysis of Project Site
    a. Provide recommendations for locating all amenities listed in the project scope based on user safety and experience, economic feasibility, environmental sustainability, and constructability
3. Graphics
    a. Provide necessary graphics (plans, perspectives, elevations, details, and renderings) to best illustrate the project
4. Final Design Criteria
    a. Develop final design criteria, construction materials and methods, dimensions, and site amenities
5. Electronic submissions
    a. Shall consist of an Adobe pdf version and all Computer-Aided Design files
6. As needed, Consultant may be requested to attend meetings with City, make presentations to City Council and community stakeholders, etc.

3.4. Project Implementation

A. The intent of this project is to qualify one to three (1 – 3) consultants for future work as needed.

B. At the time of each project or task, the City's Project Manager will contact the Consultant(s) to request a Proposal(s) including the following information:

1. Specific Scope of Service outlining Consultant's process for managing the project and/or

task(s)

2. Include any items/steps that Consultant recommends for thorough completion of the project/task(s)
3. A detailed Proposed Fee Schedule including assignment of personnel and a maximum not to exceed Grand Total
    a. Note: Proposed Fee Schedule shall be in accordance with Consultant's Proposed Hourly Rates as submitted with this RFP
4. Outline any cost-effective approaches to competing the project/task
5. Proposed Work Schedule with specific dates, milestones, deadlines, submittal, etc.

C. The Project Manager and authorized City's staff will evaluate the Proposal(s) and award to the Consultant determined to best meet the needs of the City.
    1. A new Agreement or Work Order will be issued for each project as assigned for the duration of that specific work.
    2. Proposal(s) may be presented to City Council prior to Agreement for a project/task.

D. Cost overages during the project must be pre-authorized and obtain written approval of the City's Project Manager.

E. If the City and Consultant are unable to agree on a scope of work and fee structure for a project, the City retains the right to negotiate with other firms able to provide services for the project.

SCHEDULE 2

Fee Schedule

Consultant's Pricing Proposal submitted May 8, 2024

PROJECT WORK TASKS

Must include all charges for administration, labor, entry, report, etc.

Line Item	Description	Unit of Measure	Unit Cost	No Bid
AGGREGATES				
1	Absorption Coarse	each	$110.00	
2	Absorption Fine	each	$106.00	
3	Aggregate Freeze/Thaw Coarse Aggregate	each	No Bid	X
4	Aggregate Freeze/Thaw Fine Aggregate	each	No Bid	X
5	Alkali Carbonate Reactivity	each	No Bid	X
6	Alkali Reactivity	each	No Bid	X
7	Alkali Silica Reactivity	each	No Bid	X
8	Blending Sampling and Miscellaneous Testing	hour	$98.00	
9	Chloride in Aggregate	each	$121.00	
10	Clay Lumps and Friable Particles	each	$133.00	
11	Crushing	each	No Bid	X
12	Desorption of Lightweight Aggregates	each	No Bid	X
13	Flat and Elongated Particles	each	$97.00	
14	Fractured Face Determination Coarse Aggregate	each	$97.00	

Line Item	Description	Unit of Measure	Unit Cost	No Bid
15	Fractured Face Determination Fine Aggregate	each	$97.00	
16	Gradation Analysis per Fraction	each	$117.52	
17	Gradation Analysis Pit Run Samples Larger than 12 inch	hour	$98.00	
18	Insoluble Residue in Carbonate Aggregates	each	No Bid	X
19	Lightweight Particles 2.0	each	No Bid	X
20	Lightweight Particles 2.4	each	No Bid	X
21	Loose Unit Weight + Voids	each	No Bid	X
22	Los Angeles Abrasion Large Sized Aggregate	each	$210.00	
23	Los Angeles Abrasion Small Sized Aggregate	each	$210.00	
24	Magnesium Soundness 12 Cycle	each	$975.00	
25	Magnesium Soundness 5 Cycle	each	$635.00	
26	Micro Deval	set	$284.00	
27	Mill Abrasion	each	No Bid	X
28	Moisture Content	each	$24.00	
29	Mortar Make Properties of Fine Aggregate	each	No Bid	X
30	Organic Impunities	each	$93.00	
31	Passing No. 200 Sieve	hour	$72.00	

Line Item	Description	Unit of Measure	Unit Cost	No Bid
32	Pop-out of Lightweight Aggregates	each	No Bid	X
33	Potential Reactivity	each	No Bid	X
34	Potential Reactivity 1 Year	each	No Bid	X
35	Potential Reactivity 14 Day	each	No Bid	X
36	Potential Reactivity 28 Day	each	No Bid	X
37	Rodded Unit Weight + Voids	each	$78.00	
38	Sand Equivalency	each	$118.00	
39	Scratch Hardness	each	No Bid	X
40	Sieve Analysis Coarse Aggregate	each	$117.00	
41	Sieve Analysis Fine Aggregate (included in wash)	each	$117.00	
42	Sodium Sulfate Soundness (per size faction)	each	No Bid	X
43	Sodium Sulfate Soundness 12 Cycle	each	$975.00	
44	Sodium Sulfate Soundness 5 Cycle	each	$635.00	
45	Specific Gravity/Absorption Coarse	each	$105.00	
46	Specific Gravity/Absorption Fine	each	$109.00	
47	Staining Test Lightweight Aggregates	each	No Bid	X
48	Uncompacted Void Content	each	$121.00	

Line Item	Description	Unit of Measure	Unit Cost	No Bid
49	Unit Weight	each	$78.00	
ASPHALT				
50	Aging of Asphalt Cement	each	No Bid	X
51	Asphalt Content/Gradation (ignition oven)	each	$228.00	
52	Asphalt Core Thickness & Specific Gravity (per core)	each	$16.00	
53	Asphalt Max. Theoretical Specific Gravity (per sample)	each	$123.00	
54	Asphalt Mix Design Review (job spec)	each	$771.00	
55	Bending Beam Test	each	No Bid	X
56	Bulk Specific Gravity Coated (per specimen)	each	$16.00	
57	Bulk Specific Gravity Non-Absorptive (per specimen)	each	$16.00	
58	Compressive Strength of Hot Mix Asphalt	each	No Bid	X
59	Direct Tension Test	each	No Bid	X
60	Ductility at 39.4 degrees F	each	No Bid	X
61	Ductility at 77 degrees F	each	No Bid	X
62	Dynamic Rheometer	each	No Bid	X
63	Flash Point	each	No Bid	X
64	Marshall Mix Design (flow and unit weight)	each	No Bid	X

Line Item	Description	Unit of Measure	Unit Cost	No Bid
65	Marshall Stability (flow and unit weight)	each	$241.00	
66	Maximum Theoretical Unit Weight	each	$123.00	
67	Mixing/Compaction Temperatures	each	No Bid	X
68	Penetration	each	No Bid	X
69	Polymer Compatibility	each	No Bid	X
70	Softening Point	each	No Bid	X
71	Solubility	each	No Bid	X
72	Specific Gravity	each	$16.00	
73	Specimen Preparation and Miscellaneous Testing	hour	$98.00	
74	Splitting of Test Samples (per lot)	each	$98.00	
75	Superpave Mix Design	each	No Bid	X
76	Tensile Strength Ratio	each	No Bid	X
77	Thin Film Oven Aging Including Viscosities	each	No Bid	X
78	Viscosity at 140 degrees F	each	No Bid	X
79	Viscosity at 275 degrees F	each	No Bid	X
ASPHALT CONCRETE TESTING				
80	Asphalt Content by Nuclear Gage or Ignition Oven	each	$123.00	

Line Item	Description	Unit of Measure	Unit Cost	No Bid
81	Core Density	each	$16.00	
82	Core Lift Thickness	each	$16.00	
83	Extraction and Gradation	each	$105.00	
84	Gyratory Refusal	each	No Bid	X
85	Hveem Mix Design	each	No Bid	X
86	Hveem Properties Including Theoretical Maximum Density	each	$345.00	
87	Immersion Compression	each	No Bid	X
88	Indirect Tensile Creep	each	No Bid	X
89	Indirect Tensile Strength	each	No Bid	X
90	Lottman Tensile Strength Ratio	each	$543.00	
91	Lottman Tensile Strength Ratio Cyclic	each	No Bid	X
92	Marshall Mix Design	each	No Bid	X
93	Marshall Properties Including Theoretical Maximum Density	each	$242.00	
94	Nuclear Asphalt Content Gage Calibration	each	$469.00	
95	Sample Preparation and Miscellaneous Testing	hour	$98.00	
96	Stripping Test	each	No Bid	X
97	Swell Test	each	No Bid	X

Line Item	Description	Unit of Measure	Unit Cost	No Bid
98	Theoretical Maximum Density	each	$123.00	
CEMENT				
99	Air Content	each	No Bid	X
100	Autoclave Expansion Cement	each	No Bid	X
101	Blane Fineness Cement	each	No Bid	X
102	Cement Content	each	No Bid	X
103	Chemical Analysis Cement	each	No Bid	X
104	Compressive Strength Additional Cubes	each	No Bid	X
105	Compressive Strength Tests 6 Cubes/Mix)	each	No Bid	X
106	Density	each	No Bid	X
107	False Set Paste Method	each	No Bid	X
108	Flexural Strength 3 Beams	each	No Bid	X
109	Standard Properties	each	No Bid	X
110	Sulfate Expansion	each	No Bid	X
111	Sulfate Expansion	each	No Bid	X
112	Time of Set: Vicat	each	No Bid	X
CONCRETE				

Line Item	Description	Unit of Measure	Unit Cost	No Bid
113	Abrasion Resistance	each	No Bid	X
114	Blocking Assessment	each	No Bid	X
115	Chloride Content Chemical Analysis	each	No Bid	X
116	Chloride Ion Penetration Rapid Chloride Permeability	each	No Bid	X
117	Compression Tests (6x12 cylinder)	each	$31.00	
118	Compressive Strength (cast by others)	each	$31.00	
119	Compressive Strength and Density Core Samples	each	$90.00	
120	Compressive Strength Cylinders	each	$31.00	
121	Concrete Cores (compression excludes sampling)	each	No Bid	X
122	Concrete Freeze/Thaw 300 Cycles	set	No Bid	X
123	Concrete Mix Design Review (job spec)	each	$771.00	
124	Concrete Mix Design Review (job spec)	each	$771.00	
125	Cracking Tendency of Concrete	each	No Bid	X
126	Density/Absorption of Hardened Concrete	core	No Bid	X
127	Direct Tension of Cores	each	No Bid	X
128	Drying Shrinkage	each	No Bid	X
129	Electrical Conductivity	each	No Bid	X

Line Item	Description	Unit of Measure	Unit Cost	No Bid
130	Flexural Strength Beams	each	$71.00	
131	Flexural Test	each	$71.00	
132	Gunite/Shotcrete Panels (3 cut cores per panel and test)	set	No Bid	X
133	Height Change of Hardened Concrete	each	No Bid	X
134	Length Change of Hardened Concrete	each	No Bid	X
135	Lightweight Concrete Fill (compression)	each	No Bid	X
136	Mixing Fee Required for Some Tests	each	No Bid	X
137	Modulus of Elasticity Tests Frame Method	each	No Bid	X
138	Pulse Velocity	hour	No Bid	X
139	Scaling Resistance	each	No Bid	X
140	Shear Bond	each	No Bid	X
141	Splitting Tensile Test Cylinders	each	No Bid	X
142	Static Segregation	each	No Bid	X
143	Surface Resistivity	each	No Bid	X
DIMENSION STONE TESTING				
144	Compressive Strength	set	No Bid	X
145	Flexural Strength	set	No Bid	X

Line Item	Description	Unit of Measure	Unit Cost	No Bid
146	Freeze/Thaw	each	No Bid	X
147	Modulus of Rupture	set	No Bid	X
148	Saw Cutting Dimensional Stone	hour	No Bid	X
149	Specific Gravity/Absorption	each	No Bid	X
EMULSION				
150	Coating Ability and Water Resistance	each	No Bid	X
151	Debonding Testing	each	No Bid	X
152	Residue and Oil Distillate	each	No Bid	X
153	Seal Coat Design	each	No Bid	X
154	Sieve Test	each	No Bid	X
155	Storage Stability	each	No Bid	X
156	Test on Residue Ductility at 77 degrees F	each	No Bid	X
157	Test on Residue Penetration	each	No Bid	X
158	Test on Residue Solubility	each	No Bid	X
159	Vialet Testing (per time or temperature)	each	No Bid	X
MASONRY - BLOCK & SEGMENTED RETAINING WALL				
160	Concrete Block Compression Test (8x8x16)	each	No Bid	X

Line Item	Description	Unit of Measure	Unit Cost	No Bid
161	British Shrinkage Additional Samples	each	No Bid	X
162	British Shrinkage (set of 3)	set	No Bid	X
163	Compression Cores	each	No Bid	X
164	Compressive Strength Tests (set of 3)	set	No Bid	X
165	Density	set	No Bid	X
166	Dimension	set	No Bid	X
167	Fire Rating	each	No Bid	X
168	Freeze/Thaw 100 Cycle	each	No Bid	X
169	Freeze/Thaw 150 Cycle	each	No Bid	X
170	Q Block Test Series Compressive, Dimensional, Absorption	each	No Bid	X
MASONRY - BRICK				
171	Absorption Analysis (set of 5)	set	No Bid	X
172	Adobe Brick Properties	each	No Bid	X
173	Coefficient of Saturation (set of 5)	set	No Bid	X
174	Compressive Strength Tests (set of 5)	set	No Bid	X
175	Dimensional Analysis (set of 5)	set	No Bid	X
176	Efforescence (set of 5)	set	No Bid	X

Line Item	Description	Unit of Measure	Unit Cost	No Bid
177	Freeze/Thaw 50 Cycle	each	No Bid	X
178	Initial Rate of Absorption (set of 5)	set	No Bid	X
179	Modulus of Rupture Flexural Strength (set of 5)	set	No Bid	X
MASONRY - COMPRESSIVE STRENGTH 8" WIDTH PRISMS				
180	Grout Filled Prisms Block 2 Course Maximum	each	No Bid	X
181	Grout Filled Prisms Block Over 2 Courses	each	No Bid	X
182	Grout Filled Prisms Brick	each	No Bid	X
183	Hollow Prisms Block	each	No Bid	X
184	Hollow Prisms Block 2 Course Maximum	each	No Bid	X
185	Hollow Prisms Block Over 2 Courses	each	No Bid	X
MASONRY - COMPRESSIVE STRENGTH 10" or 12" PRISMS				
186	Grout Filled Prisms Block 2 Course Maximum	each	No Bid	X
187	Grout Filled Prisms Block Over 2 Courses	each	No Bid	X
188	Grout Filled Prisms Brick	each	No Bid	X
189	Hollow Prisms Block	each	No Bid	X
190	Hollow Prisms Block 2 Course Maximum	each	No Bid	X
191	Hollow Prisms Block Over 2 Courses	each	No Bid	X

Line Item	Description	Unit of Measure	Unit Cost	No Bid
MASONRY - MORTAR AND GROUT				
192	Compressive Strength Field Sampled Mortar 6 Cubes	each	$59.00	
193	Compressive Strength Preparation of Cored Grout	each	No Bid	X
194	Masonry Grout (3x3x6 prism compression)	each	No Bid	X
195	Masonry Mortar (2x4 cylinder compression)	each	$31.00	
196	Masonry Prism (half size compression)	each	No Bid	X
197	Mortar Mix (6 cubes per mix)	mix	No Bid	X
198	Water Retentivity Test	each	No Bid	X
REINFORCING AND STRUCTURAL STEEL				
199	Chemical Analysis	each	No Bid	X
200	Fireproofing Density Test	each	No Bid	X
201	Hardness Test, Rockwell	each	No Bid	X
202	High Strength Bold, Nut & Washer Conformance (set)	each	No Bid	X
203	Mechanically Spliced Reinforcing Tensile Test (ACI)	each	No Bid	X
204	Pre-Stress Strand (7 wire)	each	No Bid	X
205	Reinforcing Tensile or Bend (up to No 11)	each	No Bid	X
206	Structural Steel Tensile Test (up to 200,000 matching extra)	each	No Bid	X

Line Item	Description	Unit of Measure	Unit Cost	No Bid
207	Ultimate Tensile Strength and Area Reduction	each	No Bid	X
208	Ultimate Tensile Strength and Percent Elongation	each	No Bid	X
209	Ultimate Tensile Strength and Yield Tensile Strength	each	No Bid	X
210	Ultimate Tensile Strength Including Post-Tension Strands	each	No Bid	X
211	Welded Reinforcing Tensile Test (up to No 11 bars)	each	No Bid	X
POZZOLAN SERVICES				
212	Air Content	each	No Bid	X
213	Alkali Reactivity	each	No Bid	X
214	Available Alkali	each	No Bid	X
215	Autoclave Expansion Pozzolan	each	No Bid	X
216	Blaine Fineness Pozzolan	each	No Bid	X
217	Chemical Analysis Pozzolan	each	No Bid	X
218	Density	each	No Bid	X
219	Drying Shrinkage Mortar Bar Method	each	No Bid	X
220	Fineness No. 325 Sieve Pozzolan	each	No Bid	X
221	Loss on Ignition Moisture	each	No Bid	X
222	Standard Properties	each	No Bid	X

Line Item	Description	Unit of Measure	Unit Cost	No Bid
223	Strength Activity Index Pozzolan	each	No Bid	X
SOILS				
224	200 Wash	each	$72.00	
225	Atterberg Limits	set	$117.00	
226	Atterberg Limits - Wet Preparations	each	$23.00	
227	California Bearing Ratio (3 points)	set	No Bid	X
228	Chloride and Sulfate Content	each	$121.00	
229	Compaction Test Modified Proctor	each	$216.00	
230	Compaction Test Standard Proctor	each	$185.00	
231	Consolidation (with time rate)	each	$519.00	
232	Consolidation Full Cycle (without time rate)	each	$519.00	
233	Consolidation Hydro (response to wetting)	each	$519.00	
234	Consolidation Test One Dimensional Time (additional increments)	each	$519.00	
235	Consolidation Test One Dimensional Time (setup with initial load)	each	$519.00	
236	Direct Shear - Remolded (3 points)	set	No Bid	X
237	Direct Shear - Undisturbed (3 points)	set	No Bid	X
238	Double Hydrometer Analysis	each	No Bid	X

Line Item	Description	Unit of Measure	Unit Cost	No Bid
239	Expansion Index	each	No Bid	X
240	Grain Size Analysis (1-inch to #200 sieve)	each	$300.00	
241	Grain Size Analysis (#200 sieve only)	each	$12.00	
242	Hveem Stabilometer (3 points)	set	No Bid	X
243	Hydraulic Conductivity	each	No Bid	X
244	Hydrometer Analysis	each	$300.00	
245	Maximum Density	each	No Bid	X
246	Moisture and Density	each	$30.00	
247	Moisture Only	each	$25.00	
248	Moisture, Ash, and Organic Matter of Peat/Organic Soils	each	$75.00	
249	Natural Moisture and Density	each	$30.00	
250	Permeability	each	No Bid	X
251	Permeability Back Pressure Odeometer	each	No Bid	X
252	Permeability Flex Membrane (triaxial cell)	each	No Bid	X
253	Permeability Remolded Sample (falling or constant head)	each	No Bid	X
254	pH	each	$47.00	
255	pH and Resistivity	each	$149.00	

Line Item	Description	Unit of Measure	Unit Cost	No Bid
256	Relative Density	each	No Bid	X
257	Resilient Modulus	each	No Bid	X
258	Resistivity Natural Moisture and Saturated (per specimen)	each	No Bid	X
259	Rock Testing Specific Gravity	each	$105.00	
260	Rock Testing Triaxial Compression NX	each	No Bid	X
261	Rock Testing Triaxial Compression NX Point Load Test	each	No Bid	X
262	Rock Testing Triaxial Compression NX with Stress/Stain Curve, Static E, Poisson's Ratio	each	No Bid	X
263	Rock Testing Two Cycle Slake Durability	each	No Bid	X
264	Rock Testing Unconfined Compression Peak Load Only	each	$100.00	
265	R-value	each	$405.00	
266	Sand Equivalent	each	$118.00	
267	Sieve Analysis	each	$271.00	
268	Soil Suction	each	No Bid	X
269	Specific Gravity	each	$93.00	
270	Swell Potential - In-situ	each	$115.00	
271	Swell Potential - Remolded	each	$150.00	

Line Item	Description	Unit of Measure	Unit Cost	No Bid
272	Swell Test One Dimensional with Load Back for Swell Pressure	each	$115.00	
273	Swell Test One Dimensional	each	$115.00	
274	Thermal Resistivity	each	No Bid	X
275	Triaxial Shear Consolidated Drained	each	No Bid	X
276	Triaxial Shear Consolidated Undrained	each	No Bid	X
277	Triaxial Shear Consolidated Undrained with Pore Pressure	each	No Bid	X
278	Triaxial Shear Unconsolidated Undrained	each	No Bid	X
279	Unconfined Compression	each	$100.00	
280	Unconfined Compression Rock Cores Peak Load Only	each	$100.00	
281	Unconfined Compression with Stress	each	$175.00	
282	Water Soluble Sulfates	each	$121.00	
LAB TRIAL MIX BATCHES				
283	3 Point Curve Beams for Flexural Strength and Cylinders	each	No Bid	X
284	3 Point Curve Cylinders for Compressive Strength	each	No Bid	X
285	CDOT Compressive Mix (mix only)	each	No Bid	X
286	CDOT Flexural Mix (mix only)	each	No Bid	X
287	Compressive Strength Additional Mixes	each	No Bid	X

Line Item	Description	Unit of Measure	Unit Cost	No Bid
288	Compressive Strength Single Mix	each	No Bid	X
289	Flexural Strength Additional Mixes	each	No Bid	X
290	Flexural Strength Single Mix	each	No Bid	X
291	Maturity Meter Calibration and Report (does not include probes)	each	No Bid	X
292	Maturity Meter Probes	each	No Bid	X
293	Mini-Mixes	each	No Bid	X
294	Mix with Lightweight Aggregate (additional charge per mix)	each	No Bid	X
295	Time of Sets	each	No Bid	X
Additional Services				
296	Earthwork and Compaction Testing	hour	$102.20	
297	Drilled Pier Installation	hour	$153.38	
298	Proof Load of Anchor or Dowels	hour	$153.38	
EQUIPMENT & MATERIALS (must include operator)				
299	2 WD and/or Field Vehicle (excludes mileage)	project	$102.20	
300	4 WD Vehicle (excludes mileage)	project	$102.20	
301	ACM Core Sampling Core Tubes	each	No Bid	X
302	Air Sampling Cassettes	each	No Bid	X

Line Item	Description	Unit of Measure	Unit Cost	No Bid
303	Air Sampling Pump	project	No Bid	X
304	Anchor Load Test Equipment	project	No Bid	X
305	Combustible Gas Meter (LEL/O2)	project	No Bid	X
306	Concrete Coring Equipment	project	No Bid	X
307	Disposable Bailer	project	No Bid	X
308	Dissolved Oxygen Meter	project	No Bid	X
309	Drilling and Sampling with 4 Inch Auger	hour	$200.00	
310	Drilling and Sampling with Hollow Auger	hour	$210.00	
311	Drilling and Sampling with Track Mounted Rig	hour	$320.00	
312	Field Sample Kit	each	No Bid	X
313	GPR Equipment	project	No Bid	X
314	Hand Auger Equipment	project	No Bid	X
315	Inclinometer	project	No Bid	X
316	Interface Probe	project	No Bid	X
317	Nuclear Density Guage	project	No Bid	X
318	Peristaltic Pump	project	No Bid	X
319	PID/FID	project	No Bid	X

Line Item	Description	Unit of Measure	Unit Cost	No Bid
320	Rebar Locator (Pachometer)	project	No Bid	X
321	Tri-meter (pH, conductivity, temperature)	project	No Bid	X
322	Vapor Emission Kit	each	No Bid	X
323	X-Ray Florescence	project	No Bid	X
324	YSI Pro - Flow Cell (DO, ORP, pH, Temp, Conductivity)	project	No Bid	X

ADDITIONAL CONSULTANT TIME

For additional Consultant hours not included in Project Work Tasks above.

Line Item	Description	Unit of Measure	Unit Cost
PROFESSIONAL STAFF			
325	Principal Engineer	hour	$296.23
326	Principal Geologist	hour	$277.64
327	Principal Environmental Scientist	hour	$183.28
328	Principal Certified Industrial Hygienist	hour	$250.94
329	Senior Engineer	hour	$250.94
330	Senior Geologist	hour	$176.74
331	Senior Environmental Scientist	hour	$140.88
332	Senior Project Manager	hour	$250.94

Line Item	Description	Unit of Measure	Unit Cost
333	Senior Staff Engineer	hour	$227.24
334	Senior Staff Professional	hour	$193.61
335	Staff Engineer	hour	$178.39
336	Project Manager	hour	$227.24
337	Staff Geologist	hour	$178.39
338	Staff Environmental Scientist	hour	$129.34
339	Staff Professional	hour	$170.36
340	Laboratory Technician	hour	$102.20
341	GIS Analyst	hour	$129.34
342	Technical Illustrator	hour	$148.06
343	CAD Operator	hour	$114.63
344	Draftsperson	hour	$87.31
FIELD STAFF			
345	Certified Asbestos	hour	$0.00
346	Lead Technician	hour	$150.08
347	Nondestructive Examination Technician	hour	$135.48
348	3rd Party Special Inspector	hour	$135.48

Line Item	Description	Unit of Measure	Unit Cost
349	Special Inspector Structural Steel, Welding, Fireproofing	hour	$135.48
350	Field Operations Manager	hour	$135.48
351	Supervisory Technician	hour	$150.08
352	Special Inspector for Reinforced/Prestressed Concrete, Reinforced Masonry	hour	$135.48
353	Senior Technician	hour	$123.68
354	Field Professional	hour	$135.48
355	Technician	hour	$102.20
ADMINSTATIVE STAFF			
356	Geotechnical Assistant	hour	$126.11
357	Environmental Assistant	hour	$113.96
358	Laboratory Assistant	hour	$84.97
359	Information Specialist	hour	$114.06
360	Data Processor	hour	$114.06
361	Clerical	hour	$114.06
SPECIALIZED STAFF			
362	Expert Witness Testimony	hour	$296.23

ADDITIONAL COSTS - COST PLUS PERCENT

For additional costs not included in Project Work Tasks above.

Line Item	Description	Unit of Measure	Unit Cost
363	Reimbursable Expenses	Cost Plus Percent	$0.00
364	Subconsultants	Cost Plus Percent	$0.00

ADDITIONAL COSTS (NOT PREVIOUSLY LISTED ABOVE)

For additional Consultant hours not included in Project Work Tasks above. NOTE: Travel, Mileage, and Per Diem will not be considered - all locations will be in Pueblo City Limits

Line Item	Description	Unit of Measure	Unit Cost
OTHER CHARGES			
365	Reproduction	Each	$0.00
366	Prints (11" x17", 18" x 24")	Each	$0.00
367	Prints (24" x 36")	Each	$0.00

Schedule 3

Identification of Personnel, Subcontractors, and Task Responsibility

Excerpt from Consultant's Proposal dated May 8, 2024, Pages 10 - 21

Matt currently oversees much of RockSol's construction management services in Southern Colorado. He has extensive experience in quality assurance construction inspection and materials testing for full-depth concrete removal, full-depth asphalt reclamation, concrete and asphalt pavement including white topping, earthwork, erosion control, and highway and interstate construction projects. In addition to his inspection and materials testing experience, Matt has served as a teaching assistant for Colorado State University's Department of Construction Management where he was responsible for the continual maintenance of the asphalt laboratory, for the creation of the first-class laboratory manual and curriculum for a course in asphalt mix design, and for participating in several asphalt research projects.

I-25 Reconstruction COSMIX DB Project | CDOT Region 2
Materials Manager

This $150M Design Build project rebuilt interchanges, improved roadway alignment, improved storm drainage, mitigated roadway noise and expanded Interstate 25 to six full lanes through Colorado Springs. Project work included widening 12.5 miles, reconstructing 16 bridges, widening 4 other bridges, and reconfiguring major interchanges. The project incorporated 1.3 million cubic yards of embankment, 15,000 tons of riprap, 12.5 miles of concrete pavement, 200,000 tons of asphalt, and 40,000 cubic yards of structural concrete. Matt was responsible for the operations of the quality assurance program, documentation, and computation of price adjustments related to quality issues. He assisted the project manager in quality systems and in planning strategic changes to improve management.

US 24 Resurfacing Chipita Park to Woodland Park | CDOT Region 2
Construction Manager

This project included resurfacing along the US 24 corridor, from Divide to Chipita Park, including Woodland Park. Project work included milling and roadway resurfacing. Additional work included guardrail replacement, ADA ramps, safety improvements, and temporary erosion control. Matt was the construction manager on the project. Matt was responsible for overseeing the project. Matt wrote and processed change orders, measured and tracked quantities and processed monthly pay estimates, reviewed project schedules and submittals, and communicated with the contractor to ensure contract compliance, monitored schedule progress and project financial status, reviewed and approved MHTs.

US 50 West of Texas Creek to Coaldale | CDOT Region 2
Assistant Project Engineer

This CDOT Region 2 project was located in Fremont County. Project work consisted of roadway milling, roadway resurfacing, roadway widening for a pull-out area and various accesses, guardrail replacement, sign replacement, roadway patching, and rehabilitation and minor improvements to four structures. RockSol provided construction management and inspection services for this project.

23rd Avenue Bike/Ped Facility | City of Aurora
Construction Manager

This City of Aurora project constructed a new 12-foot concrete multi-use path and a Pedestrian Hybrid Beacon System (HAWK) from Fitzsimons Station to 23rd Ave. in Aurora. Installation of bike racks, pedestrian lighting, and way finding signage were also part of this project. RockSol provided as-need construction management and oversight as well as inspection and quality assurance on behalf of the City for this project.



MATT GOLDEN
Project Manager

Up to 80% Contract Commitment

As Needed

Years of Experience

Total: 25

With RockSol: 15

Certifications:

Transportation Erosion Control Supervisor

Traffic Control Supervisor

CDOT LIMS/SiteManager for Testers

CDOT SiteManager for PEs

ACI Aggregate Testing Technician I

ACI Concrete Field Testing Technician I

ACI Concrete Laboratory Testing Technician I & II

ACI Concrete Strength Testing Technician I

CAPA Asphalt Paving Materials Inspector

CDOT Core Curriculum - Math, Plan Reading, Surveying

ACPA Concrete Pavement Inspector - Level 1

CAPA LabCAT: A, B, C, E

Troxler Nuclear Gauge Safety

OSHA 10 Road Construction

Steve is an expert in materials laboratory operations. He brings over 30 years of experience in the transportation industry, with 20 years of experience serving as the CDOT Region 4 Laboratory Manager. His experience includes developing materials testing laboratories and procedures from the ground up, training, hiring and managing employees and helping department managers improve employee performance. During his time with CDOT, Steve worked with multiple consulting firms to negotiate task order packages for technicians. He prioritizes producing quality, accurate, defensible test results to ensure safe, long-lasting roadways for the traveling public within Colorado. Steve was awarded a Leadership Award in 2016, the Region Tester of the year in 2000 and 2013, and the Volumetrics Testing Lab of the Year for 2003, 2004, 2007, and 2008.

I-25 at Drew Dix Parkway | CDOT Region 2
Senior Construction Materials Testing Technician

This project involves the construction of a new roundabout at Drew Dix Parkway, west frontage road, southbound I-25 off-ramp intersection, Frontage Road construction east of I-25 between Dillon Drive and Drew Dix Parkway. Work includes a new bridge, drainage improvements including a new concrete box culvert and outfall pond, new sidewalk connections, lighting improvements, signing and striping, and guardrail installation. RockSol is providing construction inspection and materials testing services for this project.

Four Corners Intersection Improvement | Town of Castle Rock
Senior Construction Materials Testing Technician

This Town of Castle Rock project is located at the intersection of SH-86, 5th Street, Founders Parkway, and Ridge Road. Project work includes project management and administration services. RockSol is providing construction management, inspection, and materials testing services under this contract. Under a separate contract, we are providing full project oversight, including design review.

CDOT Region 4 Laboratory | CDOT Region 4
Region Lab Manager*

Steve oversaw, managed, and trained multiple laboratory technicians (both full-time CDOT employees and Consultant staff) for three Region 4 Laboratories: the main lab in Evans, the satellite lab in Limon, and a mobile lab currently in Sterling. Steve designed laboratory layouts and floorplans to maximize efficiency in testing operations. He developed and improved testing procedures and protocol as part of CDOT's Flexible Pavement Operator's Group in coordination with the Materials Advisory Committee. He advised the Region Materials Engineers on construction materials issues. Steve reviewed and authorized materials results for CDOT throughout Region 4. He solicited bids for, procured, maintained, and calibrated over 200 individual pieces of testing equipment. He also coordinated annual inspections to maintain AASHTO accreditation under CDOT Staff Materials umbrella. In this role, Steve also served as the Region's Senior Radiation Safety Officer. His additional responsibilities included reviewing staffing needs to develop Scopes of Work and coordinated with consulting firms to prepare task orders when CDOT staffing shortages were encountered.



STEVE GONSER
Lab Manager

Up to 50% Contract Commitment

As Needed

Years of Experience
Total: 33
With RockSol: 1

Education
BA, Graphic Design, minor in Business Management, University of Northern Colorado

Certifications:
WAQTC EBBT Technician

CDOT Soils Inspector

OSHA 10-Hour Construction Safety and Health

ACI Aggregate Testing Technician Level 1

ACI Aggregate Testing Technician Level 2

ACI Concrete Laboratory Testing Technician - Level 1

ACI Concrete Laboratory Testing Technician - Level 2

ACI Concrete Strength Testing

NICET Highway Materials Level III

CAPA LabCAT ABC

CDOT Nuclear Gauge Operator

Steve brings 34 years of transportation industry experience, including 8 years of service performing surveying, inspection, and materials testing as an Engineer Technician I for the Colorado Department of Transportation (CDOT). He is experienced providing both quality control and quality assurance materials testing for concrete, asphalt, and soils in both the field and the laboratory. His work includes projects throughout Colorado, providing him with a strong grasp of regional differences.

City of Pueblo ADA Ramps | CDOT Region 2
Senior Construction Materials Testing Technician

This CDOT Region 2 project involved updating curb ramps to meet current ADA standards at various locations within the City of Pueblo. The locations included: SH 96A – Wilson Avenue to Floyd Lane; Elizabeth Street – Ridge Drive through Eagleridge Boulevard; Eagleridge Boulevard – Elizabeth Street through I-25 on/off ramps east side; Frontage Road (Pueblo Mall) – northbound off ramp to cul-de-sac; I-25 southbound on/off ramps at 29th Street; US 50A – Wills Boulevard through northbound I-25 on/off ramps; SH 45 – scattered locations. Steve provided construction materials testing services for this project.

SH 96 Overlay to Arlington | CDOT Region 2
Senior Construction Materials Testing Technician

This project involved HMA overlay with mill and fill on the SH 96 corridor through Sugar City, between Ordway and Arlington. Additional work included replacing ADA ramps at the intersection of SH 96 and Colorado Street. RockSol provided construction inspection and materials testing services for this project.

SH 10 Overlay La Junta West | CDOT Region 2
Head Technician

This project provided construction management, inspection, and materials testing services for work in Otero County on State Highway 10 from Mile Post 46.65 to Mile Post 71.81. Project work consisted primarily of asphalt pavement. Other project work included structure repair, traffic control, removal of asphalt pavement, embankment, ABC shouldering, erosion control, seeding, mulching, guardrail, and pavement markings. RockSol provided construction management, construction inspection, and materials testing services for this project.

Mobile Voids Lab Support | CDOT Region 2
Laboratory Materials Testing Technician

This contract included a wide range of projects, including the Region 2 resurfacing program, reconstruction projects, minor and major widening projects, bridge replacements projects, and highway maintenance. Tests were performed in accordance with the CDOT Materials Manual, the CDOT Laboratory Manual of Test Procedures, AASHTO Test Procedures, and/or ASTM Test Procedures. Steve conducted sampling, sample reducing, and testing materials supplied to or produced on projects as part of this contract.

I-25 South Gap | CDOT Region 2
Senior Construction Materials Testing Technician

This $419 million CDOT CMGC project expanded I-25 between Monument and Castle Rock to improve travel reliability, safety, and mobility. Project work included widening 18 miles of I-25 by adding new tolled Express Lanes in each direction, widening shoulders, replacing outdated infrastructure, and addressing designing deficiencies of the aging roadway, adding wildlife underpasses, and modernizing the facility with improved drainage, lighting, communications, power, and signage.



STEVE ARCHULETA
Materials Technician

Up to 50% Contract Commitment

As Needed

Years of Experience

Total: 34

With RockSol: 9

Certifications:

WAQTC EBBT Technician

ACI Aggregate Testing Technician Level 1

ACI Concrete Field Testing Technician

ACI Concrete Laboratory Testing Technician Level 1

ACI Concrete Strength Testing Technician

CAPA Asphalt Paving Materials Inspector

CDOT Core Curriculum - Math, Plan Reading, Surveying

CDOT Materials Technician Certification

CDOT Soils Inspector

ACPA Concrete Pavement Inspector - Level 1

CAPA LabCAT A, B, C, E

Troxler Nuclear Gauge Safety

OSHA 10 Road Construction

CCA Traffic Control Supervisor

CDOT Transportation Erosion Control Supervisor

DePree is an excellent materials testing technician. Since joining RockSol, he has had the opportunity to fill in on numerous projects and has recently served as the primary testing technician on a large project for CDOT.

I-25 at Drew Dix Parkway | CDOT Region 2
Construction Materials Testing Technician

This project involves the construction of a new roundabout at Drew Dix Parkway, west frontage road, southbound I-25 off-ramp intersection, Frontage Road construction east of I-25 between Dillon Drive and Drew Dix Parkway. Work includes a new bridge, drainage improvements including a new concrete box culvert and outfall pond, new sidewalk connections, lighting improvements, signing and striping, and guardrail installation. RockSol is providing construction inspection and materials testing services for this project.

SH 50 Overlay | CDOT Region 2
Construction Materials Testing Technician

This project was located in Region 2 in Pueblo County at approximately MP 316.5 to MP 331.0. Project work consisted of resurfacing, microsurfacing, bridge work, guardrail replacement, ADA ramps, roadway lowering, trickle channel installation, ramp widening, and slope paving. Additional project work included resurfacing and microsurfacing, bridge work, guardrail replacement, and ADA ramps. RockSol provided materials testing and inspection services for this project.

US 50 Purcell Interchange & Water Quality Pond | CDOT Region 2
Construction Materials Testing Technician

This project involves building a grade separated interchange and widening US 50 westbound from west of Pueblo Boulevard through Purcell. The project is located on US Highway 50 between the intersections of McCulloch Boulevard and Pueblo Boulevard near Pueblo West, US 50A mile post 307 to mile post 312. Project work includes removal of asphalt mat, installation of drainage items, paving, resurfacing, signal removal and installation, pedestrian improvements at McCulloch Boulevard, traffic control, and other items as indicated in plans and specs. RockSol is providing construction management, construction inspection, and as-needed materials testing services for this project.

I-25 & Powers Boulevard Water Quality Ponds | CDOT Region 2
Construction Materials Testing Technician

This project involved the construction of water quality ponds and collection systems required for the I-25 and Powers Boulevard interchange project, which was funded and managed by the Copper Ridge Metro District for the City of Colorado Springs. Project work included constructing two extending detention basins, trenching, and drainage pipe. RockSol provided construction management, inspection, and quality assurance materials testing services for this project.

I-25 South Gap | CDOT Region 2
Construction Materials Testing Technician

This $419 million CDOT CMGC project expanded I-25 between Monument and Castle Rock to improve travel reliability, safety, and mobility. Project work included widening 18 miles of I-25 by adding new tolled Express Lanes in each direction, widening shoulders, replacing outdated infrastructure, and addressing designing deficiencies of the aging roadway, adding wildlife underpasses, and modernizing the facility with improved drainage, lighting, communications, power, and signage.



DEPREE KIMBER
Materials Technician

Up to 50% Contract Commitment

As Needed

Years of Experience
Total: 4
With RockSol: 4

Certifications:
WAQTC EBBT Technician

CCA Traffic Control Supervisor

CDOT Transportation Erosion Control Supervisor

CDOT LIMS/SiteManager for Testers

CDOT Materials Technician Certification

ACI Concrete Field Testing Technician

CDOT Core Curriculum - Math

CDOT Soils Inspector

HAZMAT

CAPA LabCAT AB

Troxler Nuclear Gauge Safety

OSHA 10 Road Construction

Katie began her career with RockSol as a testing technician intern. She is currently pursuing a Civil Engineering degree at Pikes Peak Community College. Katie brings an outstanding work ethic and passion for new learning opportunities. Her work includes testing services on the I-25 South Gap project, and she has assisted RockSol's geotechnical engineering group with materials testing in the laboratory.

US 85 Widening and Reconstruction | Douglas County
Construction Materials Testing Technician

This project involves construction management, inspection, and materials testing services to support the US 85 Widening and Reconstruction project. This project ranges from Highlands Ranch Parkway to Dad Clark Gulch. Work is intended to widen US 85 to six thru lanes utilizing Stone Matrix Asphalt and ABC (CL. 6). Other improvements include installing curbs and gutters, a raised median, type 9 guardrail, a multi-use trail, and replacing the existing bridge. RockSol is providing construction management services for the CMGC project, including construction administration, construction inspection, and quality assurance materials testing.

Landside Pavement Assessment | DEN
Laboratory Materials Technician

The purpose of this DEN project was to evaluate the existing landside service and entrance road pavements and update DEN's PAVER pavement management system. Pavement evaluation for DEN Landside roadways included geotechnical sampling at 25 locations. RockSol documented the pavement sections and subsurface conditions encountered and prepared a soil investigation report summarizing our findings and the results of the laboratory testing.

I-70 Bakerville to EJMT Aux Lane | CDOT Region 1
Laboratory Materials Technician

The project proposes to add a WB auxiliary/climbing lane in a section of high traffic volumes and steep grades in the Corridor to address existing mobility and operational challenges and safety issues. As a subconsultant to Ulteig, RockSol conducted geotechnical engineering services for the Geological Resources Report.

High Line Canal Trail Improvements | City of Aurora
Construction Materials Testing Technician

RockSol will be providing material testing and structural review services to assist in the construction of the High Line Canal Trail Improvements. This project covers nearly 2 miles of multi-use trails. RockSol will oversee the placement of a new trail and pedestrian bridge. This will allow a safe and easy connection point between I-70 and the trail.

2023 Pavement Evaluation for Overlays | Boulder County
Laboratory Materials Technician

This project consisted of the rehabilitation of 7 paved roadway segments for a total of approximately 22.11 miles within Boulder County, Colorado. RockSol performed a visual distress survey along the entire project alignments to characterize the general pavement conditions. Subsurface samples were collected and tested for pertinent engineering properties and a Geotechnical Report was prepared to summarize subsurface conditions encountered, laboratory testing results, and a list of pavement treatment recommendations targeted to rehabilitate each unique segment of the roadways.



KATIE LOOMIS
Materials Technician

Up to 50% Contract Commitment As Needed

Years of Experience
Total: 3

With RockSol: 3

Certifications:
ACI Concrete Strength Testing Technician

WAQTC EBBT Technician

ACI Concrete Field Testing Technician Grade 1

RMAEC LabCAT ABC

CDOT Core Curriculum - Math, Plan Reading

Troxler HAZMAT

Troxler Nuclear Gauge Safety

OSHA 10 Road Construction

Adam is an experienced materials testing technician. Before joining RockSol, he performed as a Field Engineering Technician, assisting Field Engineers with the testing of soils and concrete. He is knowledgeable in running one points and full proctors in soils lab as well and setting up Atterberg and Gradations, as well as the calibration and repair of lab equipment. His projects have included several high-profile complex projects with a variety of materials incorporated.

I-25 South Gap, Monument to Castle Rock | CDOT Regions 1 & 2
Construction Materials Testing Technician

This $419 million CDOT CMGC project expanded I-25 between Monument and Castle Rock to improve travel reliability, safety, and mobility. Project work included widening 18 miles of I-25 by adding new tolled Express Lanes in each direction, widening shoulders, replacing outdated infrastructure, and addressing designing deficiencies of the aging roadway, adding wildlife underpasses, and modernizing the facility with improved drainage, lighting, communications, power, and signage. RockSol provided construction management, construction inspection, and materials testing services to CDOT for this project. Adam sampled and tested (field and laboratory) all materials placed on the project per CDOT's Field Materials Manual.

SH 21 (Powers) & Research Interchange | CDOT Region 2
Construction Materials Testing Technician

This project was located at the SH 21 (Powers Blvd.) and Research intersection in Colorado Springs, El Paso County, Colorado. The project constructed a new diverging diamond interchange at existing at-grade intersection. Key project elements included bridge structure, walls, bridge repair, mill and fill, HMA overlay, embankment, safety improvements, drainage, and erosion control. RockSol provided construction management, inspection, and materials testing services for this project. Adam performed field and laboratory testing on all asphalt, concrete, soil, and aggregate materials as well as all associated documentation and updating LIMS.

US 24 Resurfacing, Chipita Park to Woodland Park | CDOT Region 2
Construction Materials Testing Technician

This project included resurfacing along the US 24 corridor, from Divide to Chipita Park, including Woodland Park. Project work included milling and roadway resurfacing. Additional work included guardrail replacement, ADA ramps, safety improvements, and temporary erosion control. Adam performed field and laboratory testing on all asphalt, concrete, soil, and aggregate materials as well as all associated documentation and updating LIMS.

I-25 Fillmore to Garden of the Gods | CDOT Region 2
Construction Materials Testing Technician

This project involved work on I-24 between MP 144.5 and 146.2 in Colorado Springs. The key elements of the work on this project include removing and replacing the bridge structure at Ellston Road, bridge repair of the Garden of the Gods Bridge, mill/fill HMA overlay, HMA superelevation correction, embankment, safety improvements, drainage, erosion control, and striping. RockSol provided construction management, inspection, and materials testing services on this project.



ADAM KROLIKOWSKI
Materials Technician

Up to 50% Contract Commitment

As Needed

Years of Experience
Total: 8
With RockSol: 5

Certifications:
CDOT Core Curriculum - Math, Plan Reading, Surveying

Traffic Control Supervisor

Transportation Erosion Control Supervisory

WAQTC EBBT Technician

CDOT Soils Inspector

ACI Concrete Field & Strength Testing Technician

CAPA LabCAT AB

CAPA Asphalt Paving Materials Inspector

Nuclear Gauge Safety

HAZMAT

OSHA 10 Road Construction

CDOT Materials Technician Certification

CDOT LIMS/SiteManager for Testers

ATSSA Certified Flagger

Mike has 38 years of experience in construction management and inspection with CDOT. His responsibilities have included construction management and documentation, preliminary project scheduling, reviewing contractor schedules, pay estimates, negotiating and finalizing change orders, project budget, quantities, erosion control, traffic control, progress meetings, detailed inspection, diaries, certified payroll, road and bridge inspection. During his tenure at CDOT, he also supervised employees, completing performance plans and performance reviews and training to be a Project Engineer. Over the course of his career, Mike has overseen projects ranging from region wide rumble strips to the $80M interstate reconstruction through Trinidad. He has performed work on multiple overlay projects and has experience with many recycling methods including cold recycle, heater/ remix, heater/scarify, and RAP added to the mix. Mike has served as the project engineer on bridge replacement projects, projects with CBCs, region wide striping projects, roadway realignment projects and overlay project.

US 50 and Purcell Interchange | CDOT Region 2
Construction Manager

This project involved building a grade separated interchange and widening US 50 westbound from west of Pueblo Boulevard through Purcell. Project work included removal of asphalt mat, installation of drainage items, paving, resurfacing, signal removal and installation, pedestrian improvements at McCulloch Boulevard, traffic control, and other items as indicated in plans and specs. RockSol provided construction management, construction inspection, and as-needed materials testing services for this project.

I-25 & Powers Blvd Water Quality Ponds | CDOT Region 2
Construction Manager

This project involved the construction of water quality ponds and collection systems required for the I-25 and Powers Boulevard interchange project, which was funded and managed by the Copper Ridge Metro District for the City of Colorado Springs. Project work included constructing two extending detention basins, trenching, and drainage pipe. RockSol provided construction management, inspection, and quality assurance materials testing services for this project. Mike Morrell was the assistant PM to CDOT. His duties included writing and processing change orders, processing monthly pay estimates, facilitating between Contractor and the contractor on the privately funded project for scheduling and coordination.

Local Agency Program Management | CDOT Region 2
Construction Manager

RockSol assisted in the administration of the Region 2 Local Agency Program as well as provided assistance to the Region 2 Environmental Program. Project work included providing historical reviews, noise and air quality assessments on CDOT and Local Agency administered projects as requested, and reviewing and completing tasks as an extension of the Region 2 Local Agency and Environmental Units. RockSol is providing project management, environmental engineering services, and other professional services as needed.

Erosion Control Stabilization | CDOT Region 2
Construction Manager

This project involved construction management, inspection, and as-needed testing services for erosion control repairs throughout CDOT Region 2. Projects were on an as-needed basis, as identified by Region 2 staff. Each location (project) identified had a specific solution to the erosion issue and RockSol provided the construction management to ensure work was performed according to specification. RockSol provided construction management, construction inspection, and as-needed materials testing services for this project.



MIKE MORRELL
Construction Manager/ Local Agency Coordination

Up to 50% Contract Commitment As Needed

Years of Experience
Total: 40

With RockSol: 6

Certifications:
ACPA Concrete Pavement Inspector

ACI Concrete Field Testing Technician

WAQTC EBBT Technician

CDOT Soils Inspector

HAZMAT

Nuclear Gauge Radiation Safety

ATSSA Certified Flagger

Fall Protection Awareness

OSHA 10 Road Construction

Don is a licensed professional engineer with over 30 years of geotechnical engineering experience. His diverse background includes providing field, laboratory and technical evaluation for various public and private sector geotechnical engineering projects in Colorado, Wyoming, Montana, and Utah. As Senior Geotechnical Engineer, Don has managed all phases of geotechnical investigations, from fieldwork through report completion and has reviewed reports prepared by junior staff for accuracy, quality, and consistency with company practice and standards. Don has supervised materials testing technicians on a variety of projects, and he also has seven years of experience in construction materials testing for public, commercial, and industrial projects. Don has experience primarily in horizontal construction but also has experience with vertical construction of commercial and public sector buildings. Don has participated in geotechnical evaluations for design and construction of a variety of roadways, bridges, and retaining wall structures throughout Colorado.

SH 115 Reconstruction Design | CDOT Region 2
Senior Geotechnical Engineer

This pre-construction project is for design and project development of pavement improvement on SH 115 from Colorado Springs to Penrose. Key deficiencies on the highway include pavement cracking and distress. The pavement treatment consisted of either re-construction or major rehabilitation, and work included evaluation of alternatives with potential impacts and associated costs. The design provided a final set of plans, specifications, and estimate (PS&E) for advertisement to reconstruct and/or rehabilitate SH 115.

I-25 MP 127-135 | CDOT Region 2
Senior Geotechnical Engineer

I-25 from MP 127 to MP 135 is planned to be rehabilitated/reconstructed with widening to the outside. Improvements will include grade separation retaining walls between northbound and southbound directions and the inclusion of water quality features. Replacement or widening of existing bridges within the project limits is also planned. RockSol is providing professional services for this project. Geotechnical support includes soil investigation and pavement design. Materials and structure foundation recommendations were provided.

Meridian & McLaughlin Roundabout | El Paso County
Senior Geotechnical Engineer

El Paso County requested RockSol technical support to develop construction methods on the Meridian and McLaughlin Roundabout Project for areas of unstable subgrade within the project construction limits immediately east of the existing intersection of Meridian Road and Rolling Thunder Road. These areas had become physically unstable when being crossed by typical project construction equipment, including front end loaders.

Alamosa Lane 6 | FHWA CFLHD CO FLAP
Senior Geotechnical Engineer

Lane 6 North is an east to west 16-mile long two lane Alamosa County route that starts at State Highway 17 to the west and ends at State Highway 150 to the east. Lane 6 North is located in Alamosa County and provides access to state and federal areas including Great Sand Dunes National Park and Preserve, San Luis Lakes State Park, Zapata Falls, BLM, and Forest Service. This task order was for the initial design phase to 30% and environmental investigations. Geotechnical analysis and locations of subexcavation areas, culvert assessments, documentation of MUTCD signs, and cattle guard assessments were anticipated. The initial preliminary approach was for the route to be pulverized and widened to provide a standard 24' width and overlayed with a 3" asphalt pavement wearing surface. A fiber optic conduit for the NPS Great Sand Dunes N.P. was added along the entire 16-mile long route.



DON HUNT, PE
Senior Geotechnical Engineer

Up to 30% Contract Commitment As Needed

Years of Experience
Total: 35

With RockSol: 15

Education
BS, Civil Engineering, University of Colorado at Denver

BS, Chemistry, Rocky Mountain College at Billings

Registrations:
Professional Engineer: Colorado

Ryan's project experience includes performing geotechnical, geological, and geophysical site investigations for various projects. Ryan has participated in all phases of the investigations from field exploration through report completion. His project experience includes slope stability analyses, soil nail wall design, mine subsidence analyses, seismic site class analyses through refraction microtremor testing, pavement thickness design recommendations, and foundation design recommendations for public roadways, structures, and infrastructure projects, as well as private commercial and residential developments. Ryan coordinates drilling programs for geotechnical investigations, working with drilling vendors and developing schedules to acquire samples with sufficient time to test and receive results to keep projects on schedule.

US 24 at Judge Orr | CDOT Region 2
Engineering Geologist

This CDOT Region 2 design project will evaluate improvements/realignment of US 24 & Judge Orr intersection, realign Blue Gill to access off of Judge Orr to meet Access Control Plan (ACP), and complete PS&E and ROW clearance for advertisement in late 2025. RockSol's geotechnical scope is to identify and evaluate subsurface conditions for Judge Orr realignment areas and US 24 widening for accel/decel lanes, new Blue Gill Dr alignment and cul–de–sac roadway, traffic signal poles, and extensions to one box culvert. RockSol will drill a total of 21 geotechnical boreholes, 15 to depths of 10 feet for pavement design purposes and 6 boreholes to depths of 25 feet below existing grades for structure foundation analysis.

Meridian & McLaughlin Roundabout | El Paso County
Engineering Geologist

El Paso County requested RockSol technical support to develop construction methods on the Meridian and McLaughlin Roundabout Project for areas of unstable subgrade within the project construction limits immediately east of the existing intersection of Meridian Road and Rolling Thunder Road. These areas had become physically unstable when being crossed by typical project construction equipment, including front end loaders.

Alamosa Lane 6 | FHWA CFLHD CO FLAP
Engineering Geologist

Lane 6 North is an east to west 16-mile long two lane Alamosa County route that starts at State Highway 17 to the west and ends at State Highway 150 to the east. Geotechnical analysis and locations of subexcavation areas, culvert assessments, documentation of MUTCD signs, and cattle guard assessments were anticipated. The initial preliminary approach was for the route to be pulverized and widened to provide a standard 24' width and overlayed with a 3" asphalt pavement wearing surface. Ryan performed limited pavement distress/pavement condition assessment evaluation, site and drainage investigation, onsite coordination with County, field marked borehole locations, right-of-way permitting for field operations, scheduled utility locates and drilling and sampling operations, review of borehole logs and laboratory testing program and test result, assisted in the evaluation and analysis for pavement design and subgrade treatment recommendations, preparation and review of report submittals.



RYAN LEPRO, PG (CO)
Engineering Geologist

Up to 35% Contract Commitment As Needed

Years of Experience
Total: 23

With RockSol: 15

Education
BS, Geotechnical Engineering with emphasis in Geotechnical and Groundwater Engineering, Colorado School of Mines

Registrations:
Professional Geologist: Colorado

Jay came to RockSol after completing a 30-year career with the Colorado Department of Transportation (CDOT). The last eight years of that tenure was spent serving as the Program Manager of the Pavement Design & Documentation Program, which included administering the proper use of the Pavement M-E Design process for all CDOT projects. He was part of a national team of experts on M-E Design software. Jay's work included reviewing and updating the CDOT Field Materials Manual for use on CDOT projects. During this time, he also served as the Project Manager to help develop the SiteManager/LIMS software which is now standard for all materials documentation on CDOT projects. Jay is an expert in pavements and pavement design software, applying his knowledge for use on both design and field materials testing.

US 24 at Judge Orr | CDOT Region 2
Senior Materials Engineer

This CDOT Region 2 design project will evaluate improvements/realignment of US 24 & Judge Orr intersection, realign Blue Gill to access off of Judge Orr to meet Access Control Plan (ACP), and complete PS&E and ROW clearance for advertisement in late 2025. RockSol's geotechnical scope is to identify and evaluate subsurface conditions for Judge Orr realignment areas and US 24 widening for accel/decel lanes, new Blue Gill Dr alignment and cul–de–sac roadway, traffic signal poles, and extensions to one box culvert. RockSol will drill a total of 21 geotechnical boreholes, 15 to depths of 10 feet for pavement design purposes and 6 boreholes to depths of 25 feet below existing grades for structure foundation analysis.

2023 Pavement Evaluation for Overlays | Boulder County
Senior Materials Engineer

This project consisted of the rehabilitation of 7 paved roadway segments for a total of approximately 22.11 miles within Boulder County. RockSol performed a visual distress survey along the entire project alignments to characterize the general pavement conditions. Subsurface samples were collected and tested for pertinent engineering properties and a Geotechnical Report was prepared to summarize subsurface conditions encountered, laboratory testing results, and a list of pavement treatment recommendations targeted to rehabilitate each roadway segment.

Cherry Creek Park Rehab | Colorado Division of Parks and Wildlife
Senior Materials Engineer

This project analyzed the existing conditions of the current roadways and parking lots to determine the most cost-effective treatments to improve the pavements through the development of a Park Surface Treatment Plan. This plan prioritized and guided future improvements and funding requests and included a recommendation and the design for Phase 1 improvements to utilize current funding ($2.76M, including design). RockSol provided a geotechnical and pavement recommendations for the park's primary roadways and campground roadways, including the recommendations for Phase 1 improvements. RockSol also provided design services for Phase 1 improvements and the final park surface treatment plan. The design included preliminary and final design submittals including possible utility impacts, grading impacts, environmental review, GESC, drainage structure inventory and reservoir ponding impacts.

CDOT Staff Materials and Geotechnical Branch |
Pavement Design & Documentation Program Manager

As the Manager for the Design Program, Jay administered the proper use of the Pavement M-E Design process for all CDOT Projects. He organized and managed a five-state and international group of 21 experts to develop guidelines for designing pavements with geosynthetics using Pavement M-E Design. He facilitated meetings to build consensus for updates to the CDOT Pavement Design Manual, including new cost-effective pavement rehabilitation methods for statewide pavement management. He also participated in the Pavement Type Selection Committee for alternate bids when required. As part of this role, Jay implemented CDOT's use of AASHTOWare's SiteManager Materials and the Laboratory Information Materials System (SMM/LIMS).



JAY GOLDBAUM, PE
Senior Materials Engineer

Up to 30%% Contract Commitment As Needed

Years of Experience
Total: 41

With RockSol: 5

Education
BS, Civil Engineering, Colorado State University

Registrations:
Professional Engineer: Colorado

*completed at previous employer

Madison has been involved in significant projects ranging from foundation design for large structures to slope stability analysis and ground improvement techniques. Her analytical skills and detailed approach to problem-solving have been instrumental in designing safe and sustainable solutions in complex geotechnical environments.

I-25 MP 127-135 Rehab Final Design | CDOT Region 2
Geotechnical Engineer

I-25 from MP 127 to MP 135 was planned to be rehabilitated/reconstructed with widening to the outside. Improvements included grade separation retaining walls between northbound and southbound directions and the inclusion of water quality features. Replacement or widening of existing bridges within the project limits was also planned. RockSol provided professional services for this project. Geotechnical support included soil investigation and pavement design. Materials and structure foundation recommendations were provided.

SH 115 Reconstruction Design | CDOT Region 2
Geotechnical Engineer

This pre-construction project is for design and project development of pavement improvement on SH 115 from Colorado Springs to Penrose. Key deficiencies on the highway include pavement cracking and distress. The pavement treatment consisted of either re-construction or major rehabilitation, and work included evaluation of alternatives with potential impacts and associated costs. The design provided a final set of plans, specifications, and estimate (PS&E) for advertisement to reconstruct and/or rehabilitate SH 115.

Cherry Creek Park Rehab | Colorado Division of Parks and Wildlife
Geotechnical Engineer

This project for Colorado Division of Parks and Wildlife analyzed the existing conditions of the current roadways and parking lots to determine the most cost-effective treatments to improve the pavements through the development of a Park Surface Treatment Plan. This plan prioritized and guided future improvements and funding requests and included a recommendation and the design for Phase 1 improvements to utilize current funding ($2.76M, including design). RockSol provided a geotechnical and pavement recommendations for the park's primary roadways and campground roadways, including the recommendations for Phase 1 improvements. RockSol also provided design services for Phase 1 improvements and the final park surface treatment plan. The design included preliminary and final design submittals including possible utility impacts, grading impacts, environmental review, GESC, drainage structure inventory and reservoir ponding impacts considered in the production of final PS&E documents for advertisement.

168th and Tucson Geotech Work | Adams County
Geotechnical Engineer

The Adams County Public Works Department (Adams County) is planning to rehabilitate approximately 5,280 linear feet of Picadilly Road from East 120th Avenue to East 128th Avenue and approximately 2,650 linear feet of Yosemite Street from north of East 163rd Place to East 168th Avenue. Picadilly Road has one lane in each travel direction and consists of flexible pavement. Yosemite Street has one lane in each travel direction and consists of flexible pavement from East 163rd Place extending north approximately 250 feet then it becomes a gravel surfaced roadway to the northern project limit of East 168th Avenue. Changes in the road profiles are not anticipated by RockSol for this project. Project work includes field sampling and testing of existing pavement surfacing and soils necessary for roadway subgrade and surfacing recommendations and geotechnical report preparation.



MADISON PHILIPS, PE
Geotechnical Engineer

Up to 60% Contract Commitment As Needed

Years of Experience
Total: 7

With RockSol: 5

Education
BS, Civil Engineering, University of Colorado

Registrations:
Professional Engineer: Colorado

Calen is an excellent geotechnical engineer. A trusted member of our geotechnical engineering group, Calen supports our senior staff with developing drilling programs and obtaining samples for evaluation, preparing geotechnical reports, and assisting with recommendations on projects.

2023 Pavement Evaluation for Overlays | Boulder County
Geotechnical Engineer

This project consisted of the rehabilitation of 7 paved roadway segments for a total of approximately 22.11 miles within Boulder County, Colorado. RockSol performed a visual distress survey along the entire project alignments to characterize the general pavement conditions. Subsurface samples were collected and tested for pertinent engineering properties and a Geotechnical Report was prepared to summarize subsurface conditions encountered, laboratory testing results, and a list of pavement treatment recommendations targeted to rehabilitate each unique segment of the roadways.

I-70 Bridge Replacement at Harlan | CDOT Region 1
Geotechnical Engineer

This project designed the existing I-70 bridge over North Harlan Street (approximate milepost 270.02) on the boundaries of the City of Wheat Ridge, the City and County of Denver, and the Town of Lakeside. The design efforts involved replacing the bridge to meet current standards and address the associated roadway, drainage, and traffic improvements. The southbound entrance and exit ramps for Harlan Street will not be impacted. RockSol performed bridge design, construction phasing, geotechnical engineering, and pavement design for this project as a subconsultant.

US 85 Steep Slope Repairs | CDOT Region 1
Geotechnical Engineer

RockSol assisted CDOT with plan set generation for the repair of a portion of the existing steep slope adjacent to US 85 at MP 192. RockSol also prepared plans for improvements to surface drainage at the north end of the slope.

East 144th Ave. over West Sand Creek Bridge Replacement | Adams County
Geotechnical Engineer

RockSol is providing professional engineering services to begin emergency repairs to the East 144th Avenue over West Sand Creek bridge and roadway due to a storm event in summer 2023. RockSol will provide engineering services for investigation and design of the temporary detour roadway project as well as the full bridge replacement project.

US 36 Embankment Repair and Stabilization | CDOT Region 4
Geotechnical Engineer

This project initially involved the design and construction of a 3-stack grouted boulder wall (rockery wall) at US 36 Mile Post 3.21 to help stabilize a scour zone within the US 36 embankment along Big Thompson River in Estes Park, Colorado. The project location on US 36 has two lanes, one for each travel direction – one lane of traffic required to remain open during construction. As project design progressed, the wall type was changed to a hybrid concrete/block wall type. RockSol provided final design of the wall based on the selected wall type. Additionally, RockSol performed soil borings to help provide more information on the depth of the bedrock.



CALEN SHOEN, PE
Geotechnical Engineer

Up to 60%% Contract Commitment As Needed

Years of Experience
Total: 6

With RockSol: 6

Education
BS, Civil Engineering, University of Colorado

MS, Civil Engineering (Geotechnical Engineering focus), University of Texas at Austin

Registrations:
Professional Engineer: Colorado

Additional Information for Master Contract

Proposer's Agreement to Special Funding Requirements

System for Award Management (SAM.gov) Registration

Certificate of Good Standing

Affirmative Action Plan - To be added prior to contract signatures

PERA Questionnaire - To be added prior to contract signatures

Insurance Certificate(s) - To be added prior to contract signatures

COMPLETE AND RETURN THIS PAGE

ACKNOWLEDGEMENT OF FUTURE FUNDING FORMS

A sample of the Required Funding Forms are attached:

- Certification Regarding Byrd Anti-Lobbying
- Affidavit of Small Business Participation
- Bidder's Certification for Debarment, Suspension, Ineligibility, and Voluntary Exclusion
- Lobbying Restrictions Form

Notices:

- The funding forms may be updated to the most recent version to correspond to each future agreement/work order as assigned and Consultant shall complete the required funding forms for each agreement/work order as assigned.
- The funding source requirements may require additional/revised forms that will be issued to the Consultant at the time of request for project proposal.

Acknowledgement:

Bidder acknowledges receipt and review of the funding forms attached hereto. Additionally, bidder certifies that they will complete the required funding forms for each project as assigned or City may reject Consultant proposal for that work if Consultant is unable to complete the required funding forms as applicable at that time.

Consultant Company Name: RockSol Consulting Group, Inc.

Authorized Signature for Company: S. Saeb

Printed Name/Title: Saeid Saeb, PhD, PE, President and Owner

Date: 05/08/2024

SAM.GOV®

ROCKSOL CONSULTING GROUP, INC.

REVIEWED
By Christina Garcia at 11:00 am, Oct 01, 2024

Unique Entity ID	CAGE / NCAGE	Purpose of Registration
Z33YJKEHFK58	**1REK8**	**All Awards**
Registration Status	Expiration Date	
Active Registration	**Jan 7, 2025**	
Physical Address	Mailing Address	
12076 Grant ST **Thornton, Colorado 80241-3102** **United States**	**12076 Grant Street** **Thornton, Colorado 80241-3102** **United States**	

Business Information

Doing Business as	Division Name	Division Number
ROCKSOL CONSULTING GROUP	**(blank)**	**(blank)**
Congressional District	State / Country of Incorporation	URL
Colorado 08	**New Mexico / United States**	**http://www.rocksol.com/**

Registration Dates

Activation Date	Submission Date	Initial Registration Date
Jan 9, 2024	**Jan 8, 2024**	**Sep 7, 2001**

Entity Dates

Entity Start Date	Fiscal Year End Close Date
Oct 3, 1996	**Dec 31**

Immediate Owner

CAGE	Legal Business Name
(blank)	**(blank)**

Highest Level Owner

CAGE	Legal Business Name
(blank)	**(blank)**

Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

Proceedings Questions

Registrants in the System for Award Management (SAM.gov) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2. C.F.R. 200 Appendix XII. Their responses are displayed in the responsibility/qualification section of SAM.gov. Maintaining an active registration in SAM.gov demonstrates the registrant responded to the proceedings questions.

Exclusion Summary

Active Exclusions Records?

No

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

Business Types

Entity Structure	Entity Type	Organization Factors
Corporate Entity (Not Tax Exempt)	**Business or Organization**	**Subchapter S Corporation**
Profit Structure		
For Profit Organization		

Socio-Economic Types

Minority-Owned Business
Individual or concern, other than one of the preceding

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	**1REK8**

Points of Contact

Electronic Business

SAEID SAEB

12076 Grant Street
Thornton, Colorado 80241
United States

SAEID SAEB

6510 W. 91ST AVE
Suite 130
Westminster, Colorado 80031
United States

Government Business

SAEID SAEB

12076 Grant Street
Thornton, Colorado 80241
United States

SAEID SAEB

6510 W. 91ST AVE
Suite 130
Westminster, Colorado 80031
United States

Past Performance

SAEID SAEB, Dr.

12076 Grant Street
Thornton, Colorado 80241
United States

Service Classifications

NAICS Codes

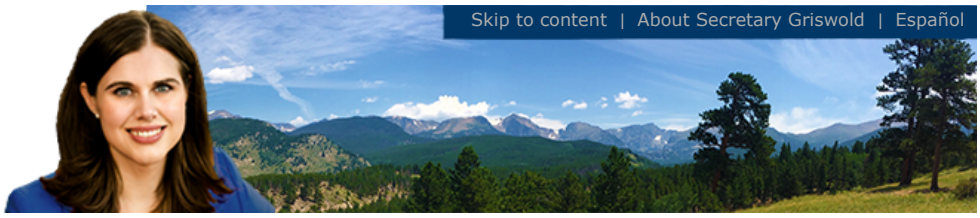
Primary	NAICS Codes	NAICS Title
Yes	**541330**	**Engineering Services**
	236220	**Commercial And Institutional Building Construction**
	237110	**Water And Sewer Line And Related Structures Construction**
	237310	**Highway, Street, And Bridge Construction**
	237990	**Other Heavy And Civil Engineering Construction**
	541310	**Architectural Services**
	541350	**Building Inspection Services**
	541380	**Testing Laboratories And Services**
	541420	**Industrial Design Services**
	541511	**Custom Computer Programming Services**
	541620	**Environmental Consulting Services**
	541690	**Other Scientific And Technical Consulting Services**
	541990	**All Other Professional, Scientific, And Technical Services**
	561110	**Office Administrative Services**

Disaster Response

Yes, this entity appears in the disaster response registry.

Bonding Levels	Dollars
(blank)	**(blank)**

States	Counties	Metropolitan Statistical Areas
Any	**(blank)**	**(blank)**



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	ROCKSOL CONSULTING GROUP, INC.		
Status	Good Standing	**Formation date**	02/11/1999
ID number	19991027813	**Form**	Foreign Corporation
Periodic report month	February	**Jurisdiction**	New Mexico
Principal office street address	12076 Grant St, Thornton, CO 80241, US		
Principal office mailing address	12076 Grant St, Thornton, CO 80241, US		

Registered Agent	
Name	Saeid Saeb
Street address	12076 Grant St, Thornton, CO 80241, US
Mailing address	12076 Grant St, Thornton, CO 80241, US

Filing history and documents

Get a certificate of good standing

Get certified copies of documents

File a form

Set up secure business filing

Subscribe to email notification

Unsubscribe from email notification

Subscribe to text notification

Unsubscribe from text notification

Back

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

ROCKSOL CONSULTING GROUP, INC.

is an entity formed or registered under the law of New Mexico , 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 19991027813 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 09/30/2024 that have been posted, and by documents delivered to this office electronically through 10/01/2024 @ 11:05:39 .

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 10/01/2024 @ 11:05:39 in accordance with applicable law. This certificate is assigned Confirmation Number 16434954 .

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."

DRAFT MASTER CONTRACT
BY AND BETWEEN CITY OF PUEBLO AND
KUMAR & ASSOCIATES, INC.

24-059

GEOTECHNICAL AND MATERIALS TESTING SERVICES

DRAFT MASTER CONTRACT BY AND BETWEEN CITY OF PUEBLO AND KUMAR & ASSOCIATES, INC.

1. INTRODUCTION

THIS CONTRACT ("Contract") made and entered this _____ day of _____, 20____, by and between the City of Pueblo, a Municipal Corporation located at P.O. Box 1427, Pueblo, Colorado, 81001 (hereinafter referred to as "City") and Kumar and Associates, Inc., a Colorado Corporation located at 6735 Kumar Heights, Colorado Springs, CO, 80918 (hereinafter referred to as "Consultant"), WITNESSETH:

2. RECITALS

A. The City solicited competitive proposals for Bid 24-059 Geotechnical and Materials Testing Services to provide professional civil geotechnical engineering consulting and related services for future Public Works Public Improvement and other projects on an as needed basis (hereinafter referred to as the "RFP").

B. In response to the RFP**,** Consultant submitted a proposal (hereinafter referred to as "Response").

C. City has evaluated all Responses submitted and selected Consultant to perform professional consulting for various anticipated projects.

NOW, THEREFORE, in consideration of the foregoing Recitals and mutual covenants, City and Consultant agree as follows:

3. ENGAGEMENT

A. City engages Consultant and Consultant accepts such engagement to perform the services set forth in this Contract and the standard forms of Agreement for Professional Engineering Services ("Engineering Agreement Form") and the standard form Agreement for Professional Services ("Consultant Agreement Form"), collectively hereinafter referred to as "Approved Forms of Agreement", execution of which will be required for each Project as may be directed by the City. A copy of the Agreements are attached hereto and labelled respectively as Exhibit A and Exhibit B.

B. The Scope of Services for each Agreement for any Project shall be consistent with and meet following requirements of the Scope of Service attached as Schedule 1.

C. City may, or may not, in its sole and absolute discretion undertake any of the Projects. Upon written direction from City requesting Consultant to undertake a project, the Consultant shall prepare a specific Scope of Service, fee schedule (based upon Schedule 2 to this Contract,

attached hereto and incorporated herein) (“Fee Schedule”), and work schedule (“Work Schedule”) necessary to complete the project.

D. After mutual approval of the Scope of Service, Fee Schedule and maximum compensation, and Work Schedule, the City will incorporate such agreed upon terms into the applicable Consultant Agreement, which shall be executed by Consultant.

E. After execution of such agreement by Consultant, City will submit same to City Council of City for approval and any such agreement shall be subject to and conditioned upon City Council approval.

F. In addition to the Scope of Work set forth above and to be performed in accordance with a Consultant Agreement, City may request services on an as needed basis. Requests for such services shall be initiated and documented by a written work order agreement (“Work Order”) signed by the City's Director of Public Works and approved by the City’s Director of Finance and Director of Purchasing. A Work Order shall set forth the work to be performed, the time for completion, and the compensation, including that the maximum compensation is not to exceed $10,000.00 for performance of such work, and shall otherwise be in substantially the same form as Schedule 4 attached hereto and incorporated herein. Said compensation shall be approved as provided in Section 2G of this Contract. The work to be performed under any Work Order shall be detailed in such order and shall be subject to all terms and conditions of this Contract and the Consultant Agreement attached as Appendix A, as if the latter had been fully executed by the parties for such work to be performed. The maximum sum under Section 5 of the Consultant Agreement shall, for the purposes of the work to be performed, be the maximum compensation set forth in the Work Order and approved pursuant to Section 2G of this Contract. All such services shall include all usual and customary professional services necessary for such work to be performed.

G. When requested by City, Consultant shall prepare without charge to City a bid amount for any proposed Work Order (“Work Order Compensation”) requested under Section 2F which shall be based upon the fee schedule set forth in Schedule 2 and shall itemize compensation amounts and include the maximum compensation amount necessary for completion and performance of all work set forth in the Work Order. Should City have any dispute, question, required clarification, or other issue with respect to the Work Order Compensation, Consultant shall meet and confer in good faith with City to resolve such issue. No Work Order shall be signed and issued by the City's Planning Director unless and until City approves the Work Order Compensation. No Work Order shall be approved for which the maximum compensation exceeds $10,000.00.

H. No minimum amount of work is guaranteed under this Contract. City reserves the right to engage and/or contract with other parties to perform services which otherwise might be requested under this Contract.

4. TERM

A. This Contract is for a term of three (3) years commencing _____ day of _____, 20____. The term of this Contract may be extended for two (2) additional one (1) year periods upon mutual written notice/agreement of City and Consultant.

B. In the event the City exercises the provision to extend the Contract after the initial term, adjustments in the Fee Schedule set forth in Schedule 2 shall be permitted. Such adjustment shall be calculated based upon the most current annual percentage change in the DOL CPI-W index for Denver-Aurora-Lakewood Colorado available during the date of adjustment; provided, however, in no event will the adjustment be greater than three percent (3%).

C. This Contract may be terminated by the City at any time, without cause or liability, upon thirty (30) days prior written notice given to the Consultant specifying the date of termination, provided, however, that the termination of this Contract shall not terminate or be deemed to terminate any existing Agreements executed by and between the parties with respect to any specified Project.

5. GENERAL COVENANTS

Consultant covenants that it is:

A. Competent and qualified to perform; and will perform the services and work contemplated by this Contract, the Agreement(s), and the Work Orders in a professional manner to the satisfaction of the City.

B. Familiar with the regulations and requirements of the Minimum Qualifications as stated in the RFP with respect to the services and work contemplated by this Contract and the Agreement(s) and will perform such services and work in compliance therewith.

6. SPECIFIC COVENANTS

Consultant covenants that, during the performance of this Contract and any Agreements for a specified Project, Consultant will:

A. Comply with all Federal and State statutes and regulations relating to nondiscrimination in federally assisted programs.

B. Comply with all other laws, regulations, and requirements for applicable Federal, State, local, and grant funded Projects.

7. RECORDS AND DATABASE

Consultant shall maintain a cost accounting system acceptable to City. The City shall have access to any books, documents, papers, and records of the Consultant that are directly pertinent or relate to this Contract or any Agreements for a specified Project, for the audit purposes, examination, inspection,

excerpts, and transcription. The Consultant shall maintain such records for three (3) years after City makes final payments to Consultant and all pending matters are closed. Consultant shall prepare and maintain an electronic database (compatible with AutoCAD) that accurately represents all existing and future civil infrastructure for all Projects completed under this Contract and any Agreements for a specified Project.

8. RIGHTS TO INVENTIONS

Plans, drawings, designs, specifications, inventions, reports and all other documents and materials generated under this Contract, any Agreements, and/or any Work Orders for a specified Project shall become the sole property of City, subject to applicable federal grant requirements, and City shall be vested with all rights therein of whatever kind and however created, whether by common law, statute, or equity. Consultant shall retain sole ownership of pre-existing proprietary property, including but not limited to, computer programs, software, diagrams, and models.

9. INSURANCE AND INDEMNITY

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

B. The minimum insurance coverage which Consultant shall obtain and keep in force is as follows:

   1. Workers' Compensation Insurance complying with statutory requirements in Colorado and in any other state or states where the work is performed.The Workers' Compensation Insurance policy shall contain an endorsement waiving subrogation against the City.

   2. Commercial General Liability Insurance. The Consultant shall secure and maintain during the period of this Contract and for such additional time as work on the project is being performed, Commercial General Liability Insurance issued to and covering the liability of the Consultant with respect to all work performed by him and all his subcontractors under the Contract, to be written on a comprehensive policy form. This insurance shall be written in amounts not less than $1,000,000 for each occurrence and aggregate for personal injury including death and bodily injury and $1,000,000 for each occurrence and aggregate for property damage. This policy of insurance shall name the City of Pueblo, its agents, officers, and employees as additional insureds. This policy shall have all necessary endorsements to provide coverage without exclusion for explosion and collapse hazards, underground property damage hazard, blanket contractual coverage, as well as Owner's and Contractor's Protective Liability (OCP) coverage. The policy shall also provide coverage for contractual liability assumed by Consultant under the provisions of the Contract, and "Completed Operations and Projects Liability" coverage.

3. Professional Liability Insurance with coverage of not less than $1,000,000 and in a form and with a deductible acceptable to City.

4. Comprehensive Automobile Liability Insurance. The Consultant shall procure and maintain during the period of the Contract and for such additional time as work on the project is being performed, Comprehensive Automobile Liability Insurance. This insurance shall be written with limits of liability for and injury to one person in any single occurrence of not less than $350,000 and for any injury to two or more persons in any single occurrence of not less than $1,000,000. This insurance shall include uninsured/underinsured motorist coverage and shall protect the Consultant from any and all claims arising from the use both on and off the site of the project of automobiles, trucks, tractors, backhoes, and similar equipment whether owned, leased, hired, or used by Consultant.

C. Consultant shall furnish to City a certificate or certificates of insurance showing compliance with this Section. Consultant shall obtain a special endorsement from its insurance carrier that provides that the insurance shall not be changed or cancelled until ten (10) days after written notice has been given to City and provide a copy of such endorsement to City. Consultant shall immediately notify City of any substantial change in, or cancellation, or non-renewal of any such insurance.

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

E. Additional insurance may be required based on the funding of each Agreement or Work Order as outlined in Sections 6.16 and 6.17 of the Request for Proposal (RFP).

10. CERTIFICATIONS

A. Neither Consultant nor any of its principals are presently, or at the time of execution of any Agreements for a specified Project, debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Contract or in any such subsequent Agreements for a specified Project by any entity or agency. Consultant will include this clause in all lower tier transactions, solicitations, proposals, contracts, subcontracts, and agreements.

B. Consultant is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representatives and that it will comply with the Department of Transportation trade restriction regulations 49 CFR Part 30. Consultant will include this clause and other clauses required by said trade restriction regulations in all lower tier transactions, solicitations, proposals, contracts. subcontracts, and agreements.

11. NOTICES

Any and all notices or other communications required or permitted by this Agreement or by law to be served on or given to either the City or the Consultant by the other party shall be in writing and shall be deemed duly served and given when personally delivered to the party to whom it is directed, or in lieu of such personal service when deposited in the United States mail, first-class postage prepaid, addressed to the City of Pueblo, Department of Public Works, Attn: Andrew Hayes, Director, 211 E. D Street, Pueblo, CO, 81003; or to the Consultant, Kumar and Associates, Inc., Attn: Ryan Kumar, President, 6735 Kumar Heights, Colorado Springs, CO, 80918. Either party may change their address for the purpose of this paragraph by giving written notice of such change to the other party in the manner provided in this paragraph.

12. FINANCIAL OBLIGATIONS OF CITY

All financial obligations of the City under this Contract and any Agreements for a specified Project in any subsequent fiscal year of the City are subject to, and contingent upon, funds being specifically budgeted and appropriated for such purposes (Projects). This Contract is expressly made subject to the limitations of the Colorado Constitution. Nothing herein shall constitute, nor be deemed to constitute, the creation of a debt or multi-year fiscal obligation or an obligation of future appropriations by the City of Pueblo, contrary to Article X, § 20 Colorado Constitution or any other constitutional, statutory, or charter debt limitation. Notwithstanding any other provision of this Contract and any Agreements for a specified Project, with respect to any financial obligation of the City which may arise under this Contract in any fiscal year after 2024, in the event the budget or other means of appropriations for any such year fails to provide funds in sufficient amounts to discharge such obligation, such failure shall not constitute a default or breach of this Contract or any Agreements for a specified Project by the City, and the City may terminate this Contract or any Agreements for a specified Project without liability.

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

A. Consultant understands that City may be funding the Project in whole or part with funds provided by CDOT, FHWA, ARPA, other Federal/State funds, other grants/funds as deemed appropriate and available for the project work. Consultant agrees it is subject to and shall comply with all applicable provisions of all applicable Federal, State, and local standards, orders, and regulations for which the award has been made and applicable regulations.

B. Consultant shall comply with the attached Colo. Dept. of Transportation (CDOT) and FHWA Funding Requirements and Special, State, Federal, and Grant Funding Requirements attached as Exhibit D.

C. All records with respect to any matters covered by this Contract and any subsequent Agreements shall be available for inspection by City, CDOT, FHWA, ARPA, and any other Federal, State, and/or grant funding agency at any time during normal business hours and as often as agencies deem necessary, to audit, examine and make excerpts or transcripts of relevant information, and otherwise to perform its official functions or duties.

14. MISCELLANEOUS

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

B. This Contract contains the entire agreement between the City and Consultant and incorporates all prior written and oral understandings and agreements between the parties.

C. This Contract may only be modified or amended by written instrument signed by both City and Consultant.

D. This Contract shall be binding upon and inure to the benefit of City and Consultant and their respective successors and assigns, provided, however, Consultant shall not assign this Contract, Agreements for a specific Project, or any interest herein without the prior written consent of City.

15. IMMIGRATION REFORM AND CONTROL ACT OF 1986

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

16. PERA LIABILITY

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

17. EXHIBITS

The following Exhibits are attached to and made a part of this Contract:

Exhibit A – Professional Engineering Services Agreement Template
Exhibit B – Professional Consulting Services Agreement Template
Exhibit C – Work Order Form
Exhibit D - Funding Requirements
Schedule 1 - Scope of Services
Schedule 2 - Fee Schedule
Schedule 3 - Identification of Personnel, Subcontractors, and Task Responsibility

18. SIGNATURE SECTION

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

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

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

CITY OF PUEBLO, A MUNICIPAL CORPORATION

By_____
Naomi Hedden, Director of Purchasing

Attest_____
Marisa Stoller, City Clerk

[SEAL]

KUMAR AND ASSOCIATES, INC.

By_____
Ryan Kumar, President

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

_____
Danny Nunn, Interim Finance Director

APPROVED AS TO FORM
DEPARTMENT OF LAW

_____
Robert P. Jagger, Deputy City Attorney

Attachments: Exhibits A – D, Schedules 1 – 3, and Additional Information for Contract

Exhibit A

Agreement for Professional Engineering Services
City's Standard Form of Agreement for Engineering Services

Note: Future Agreements for Engineering Services provided to City by Consultant shall remain consistently in the same manner and form for projects assigned for Bid 24-059. City and Consultant may update the form of Agreement for each Project as assigned and upon mutual agreement of City and Consultant. City and Consultant may update sections of the following agreement due to updates in regulations, requirements, etc. upon mutual agreement of City and Consultant.

1. INTRODUCTION

THIS AGREEMENT ("Agreement") made and entered this _____ day of _____, 20____, by and between the City of Pueblo, a Municipal Corporation (hereinafter referred to as "City") and _____NAME OF CONSULTANT_____, a _____CORPORATION LLC etc._____ (hereinafter referred to as "Consultant") a professional engineering firm, for engineer to render certain professional planning, design, engineering, and related services for City in connection with Bid _____, hereinafter referred to as the "Project." In consideration of the mutual covenants hereinafter set forth, the parties agree as follows:
Consultant shall satisfactorily perform professional engineering services for all phases of Project indicated below by mark placed in the appropriate box or boxes:

[ ] - Study and Report Phase
[ ] - Preliminary Design (Schematic) Phase
[ ] - Final Design Phase
[ ] - Construction Documents and Bidding Phase
[ ] - Construction Phase

A. Upon completion of any phase, Consultant shall not proceed with work on the next phase, if any, until authorized in writing by City to proceed therewith.

B. Such services shall include all usual and customary professional engineering services and the furnishing (directly or through its professional subconsultants and subcontractors) of customary and usual engineering (including civil, structural, mechanical, and electrical engineering) and other services including design, environmental, and planning. Consultant shall also provide any landscape engineering, surveying, and geotechnical services incidental to its work on the Project.

C. In performing the professional services, Consultant shall complete the work items described generally in Schedule 1 attached hereto and incorporated herein and incorporated herein by reference (the "Services") and the items identified in Section 2 of this Agreement which are applicable to each phase for which Consultant is to render professional services.

D. Professional engineering services (whether furnished directly or through a professional subconsultant or subcontractor) shall be performed under the direction and supervision of a registered engineer in good standing and duly licensed to practice in the State of Colorado. Reproductions of final drawings for construction produced under this Agreement shall be the same as at least one record set which shall be furnished to City and which shall be signed by and bear the seal of such registered engineer.

E. Surveying work included within or reasonably contemplated by this Agreement shall be performed under the direction and supervision of a registered Professional Land Surveyor in good standing and duly licensed to practice in the State of Colorado. All plats and surveys produced under this Agreement shall be signed by and bear the seal of said Professional Land Surveyor.

F. Any engineering services provided under this Agreement shall be performed under the direction and supervision of registered/licensed engineer in the State of Colorado.

G. To the extent Consultant requires access to private property to perform its services hereunder, Consultant shall be required to make arrangements to obtain such access. However, in the event City has already secured access for Consultant to any such property through a right of entry agreement, access agreement, letter of consent or other instrument, Consultant shall fully comply with and be subject to the terms and conditions set forth therein. A copy of any such instrument will be provided to Consultant upon request.

2. CONSULTANT'S RESPONSIBILITIES

2.1. Study and Report Phase

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

A. Consult with City to determine the requirements for the Project and review available data. Advise City as to the necessity of providing or obtaining from others data or services of the types described in paragraph 2.2(c) and assist City in obtaining any such services.

B. Provide special analyses of City's needs, planning surveys, site evaluations and comparative studies of prospective sites and solutions.

C. Identify and analyze requirements of governmental authorities and regulatory agencies involved in approval or permitting any aspect of Project.

D. Provide general economic analysis of City's requirements applicable to various alternatives.

E. Prepare a Report with appropriate exhibits indicating clearly the considerations involved and the alternative solutions available to City and setting forth Consultant's findings and recommendations with opinions of probable costs.

F. Consultant shall furnish one (1) hard copy and one (1) electronic copy of the Report and present and review it in person with City. City may request additional copies as needed for no additional charge.

2.2. Preliminary Design (Schematic) Phase

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

A. Consult with City and determine the general design concept and Project requirements based upon information furnished by City as well as any study or report on the Project.

B. Prepare and submit to City preliminary design documents consisting of final design criteria, preliminary drawings, an outline of specifications, and written descriptions of all significant features of Project.

C. Prepare and submit to City a requirements checklist of any subsurface investigation, additional data, permits, or other information and requirements which is anticipated will be necessary for the design or construction of Project.

D. Provide written disclosure to City of significant design assumptions and design risks and advantages/disadvantages inherent in or presented by design alternatives and make recommendations to City based thereon.

E. Prepare and submit to City a preliminary cost estimate for the Project including construction cost, contingencies, professional compensation, consultant fees, costs of land and rights of way, compensation for damages and finance costs, if any.

F. Consultant shall furnish one (1) hard copy and one (1) electronic copy of each above referenced submittal document to City for City's use and shall review same in person with City. City may request additional copies as needed for no additional charge.

2.3. Final Design Phase

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

A. After consultation with the City, receipt of City's selection of any design options and review of the Preliminary Design Documents, if any, prepare and submit to City final Drawings showing the scope, extent, and character of the work to be performed by contractors, and specifications describing such work and the requirement therefor. Such plans and Specifications shall comply with all applicable building codes and requirements of regulatory agencies having any approval authority. Final design, including Drawings and Specifications, shall also comply with ADA Accessibility Guidelines (ADAAG) Manual developed by the U. S. Architectural and Transportation Barriers Board (1998) or ADA Standards for Accessible Design published at 28 C.F.R. Part 36, Appendix A, whichever is applicable. Consultant shall include an attest statement on each record drawing sheet of final plan drawings that certifies compliance with either the ADAAG Manual or 28 CFR Part 36 Standards.

B. Make reasonable revisions to the Drawings and Specifications requested by City, informing the City of any change in probable construction costs as a result of such revisions.

C. Provide technical criteria, written descriptions, and design data for City's use, and disclose any significant risks and advantages/disadvantages inherent in or presented by design choices.

D. Based upon Consultant's best professional judgment, prepare and submit to City a current detailed cost estimate for the Project including construction cost, contingencies, professional compensation, consultant fees, land and right of way costs, damages, and finance costs, if any.

E. Consultant shall furnish one (1) hard copy and one (1) electronic copy of each above referenced submittal document to City for City's use and shall review same in person with City. City may request additional copies as needed for no additional charge.

2.4. Construction Documents and Bidding Phase

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

A. Prepare and submit to City draft forms of contract agreement, general and special conditions, bid forms invitations to bid, information for bidders, forms of warranty and including any special requirements imposed upon such contracts by any federal or other funding source and by any regulatory agency. In preparing such draft forms, Consultant shall consider and incorporate, to the extent both advisable and feasible, City's standard forms of agreement, warranty, payment and performance bonds, general conditions, and selected specifications.

B. After review and comment by City, prepare and submit all deliverables identified in Schedule 1 to this Agreement, final forms of contract agreement, general and special conditions, drawings, specifications, bid forms, invitations to bid, information for bidders, and forms of warranty, together with any Addenda which may be required or appropriate to correct errors, clarify drawings and/or specifications or advise of changes. One (1) hard copy and one (1) electronic copy of these final bid documents shall be furnished to City. Unless otherwise specified in Schedule 1, a copy of all contract documents and drawings shall also be submitted to City in Microsoft Word and AutoCAD (2006 or later version) format on electronic media.

C. Make recommendations to City concerning the need for prequalification of equipment, vendors or bidders, and, if requested by City, incorporate prequalification requirements in final bid and construction contract documents.

D. Attend a pre-bid conference with bidders to discuss Project requirements and receive requests for clarification, if any, to be answered by Consultant in writing to all plan holders.

E. Consult with and make recommendations to City concerning acceptability of bidders, subcontractors, suppliers, materials, equipment, suitability of proposed "or equals", amount of bids, and any other matter involved in consideration and review of bids and bidders upon which City may reasonably request Consultant's advice.

2.5. Construction Phase

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

A. Perform all duties and functions to be performed by Consultant under the terms of the construction contract.

B. Visit the Project site, perform observations as to the progress and quality of the work and advise the City as to same. The frequency and level of observation shall be commensurate with the nature of the work and size of the Project, except that any specific provisions set forth in Schedule 1 - Scope of Services concerning the level of observation shall determine Consultant's obligation concerning level of observation.

C. Make determinations as to whether the work is proceeding in accordance and compliance with the construction contract documents.

D. Promptly advise the City in writing of any omissions, substitutions, defects, or deficiencies noted in the work of any contractor, subcontractor, supplier, or vendor on the Project.

E. Reject any work on the Project that does not conform to the contract documents.

F. On request of the City, the construction contractor or any subcontractor on the Project, issue written interpretations as to the drawings and specifications and requirements of the construction work.

G. Review shop drawings, samples, product data, and other submittals of the Contractor for conformance with the design concept of Project and compliance with the drawings, specifications, and all other contract documents, and indicate to Contractor and City with respect thereto, any exceptions noted, or modification or resubmittals required.

H. Review all applications of Contractor for payment and in connection with same, issue certificates for payment to the City for such amounts as are properly payable under the terms of the construction contract. Each such certificate shall constitute Consultant's representation to City that it has inspected the Project and that to the best of its knowledge, the work for which payment has been sought has been completed by Contractor in accordance with the drawings, specifications, and other contract documents.

I. Subject to written concurrence by City, promptly render a written recommendation to City concerning all proposed substitutions of material and equipment.

J. Draft, for City's consideration, and offer recommendations upon, all proposed change orders and contract modifications.

K. On application for final payment by the Contractor, make a final inspection of the Project, assembling and delivering to the City any written guaranties, instructions manuals, as-built

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

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

2.6. Additional Responsibilities

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

A. Consultant shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all of Consultant's work, including that performed by Consultant's subconsultants and subcontractors, and including designs, Drawings, Specifications, reports, and other services, irrespective of City's approval or acquiescence to same. Consultant shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in its work.

B. Consultant shall be responsible, in accordance with applicable law, to City for all loss or damage to City caused by Consultant's negligent act or omission; except that Consultant hereby irrevocably waives and excuses City and its attorneys from compliance with any requirement to obtain a certificate of review as a condition precedent to commencement of an action, including any such requirements set forth in Section 13-20-602, C.R.S. or similar statute.

C. Consultant's professional responsibility shall comply with the standard of care applicable to the type of engineering and architectural services provided, commensurate with the size, scope, and nature of the Project.

D. Consultant shall be completely responsible for the safety of Consultant's employees in the execution of work under this Agreement, shall provide all necessary safety equipment for said employees, and shall hold harmless and indemnify and defend City from any and all claims, suits, loss, or injury to Consultant's employees.

E. Consultant acknowledges that, due to the nature of engineering and related professional services and the impact of same on the Project, the City has a substantial interest in the personnel and consultants to whom Consultant assigns principal responsibility for services performed under this Agreement. Consequently, Consultant represents that Consultant has selected and intends to employ or assign the key personnel and consultants identified in

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

1. Within five (5) days of execution of this Agreement, Consultant shall designate in writing a Project representative who shall have complete authority to bind Consultant, and to whom City should address communications.

F. Promptly after execution of this Agreement and upon receipt of authorization from City to proceed, Consultant shall submit to City for approval a schedule showing the order in which Consultant proposes to accomplish its work, with dates on which it will commence and complete each major work item. The schedule shall provide for performance of the work in a timely manner so as to not delay City's timetable for achievement of interim tasks and final completion of Project work, provided however, the Consultant will not be responsible for delays beyond its control.

G. Before undertaking any work which Consultant considers beyond or in addition to the scope of work and services which Consultant has contractually agreed to perform under the terms of this Agreement, Consultant shall advise City in writing (1) that Consultant considers the work beyond the scope of this Agreement, (2) the reasons the Consultant believes the out of scope or additional work should be performed, and (3) a reasonable estimate of the cost of such work. Consultant shall not proceed with such out of scope or additional work until authorized in writing by City. The compensation for such authorized work shall be negotiated, but in the event the parties fail to negotiate or are unable to agree as to compensation, then Consultant shall be compensated for its direct costs and professional time at the rates set forth in Schedule 2 "Fee Schedule".

3. CITY'S RESPONSIBILITIES

City shall:

A. Designate a representative to whom all communications from Consultant shall be directed and who shall have limited administrative authority on behalf of City to receive and transmit information and make decisions with respect to Project. Said representative shall not, however, have authority to bind City as to matters of legislative or fiscal policy.

B. Advise Consultant of City's Project requirements including objective, project criteria, use and performance requirements, special considerations, physical limitations, financial constraints, and required construction contract provisions and standards.

C. Provide Consultant with available information pertinent to the Project including any previous reports, studies or data possessed by City which relates to design or construction of the Project.

D. Assist in arranging for Consultant to have access to enter private and public property as required for Consultant to perform its services.

E. Examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by Consultant, and render written decisions pertaining thereto within a reasonable time. The City's approval of drawings, design, specifications, reports and incidental engineering work or materials furnished hereunder shall not in any way relieve the Consultant of responsibility for the professional adequacy of the work. The City's review, approval, or acceptance of, or payment for, any of the services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

F. Upon advice of the necessity to do so from Consultant, obtain required approvals and permits for the Project. The Consultant shall provide all supportive documents and exhibits necessary for obtaining said approvals and permits.

G. Notify Consultant whenever City becomes aware of any substantial development or occurrence which materially affects the scope or timing of Consultant's services.

H. City shall perform its obligations and render decisions within a reasonable time under the presented circumstances. However, given the nature of City's internal organization and requirements, a period of 14 days shall be presumed reasonable for any decision not involving policy decision or significant financial impact. A period of 46 days shall be presumed reasonable for City to act with respect to any matter involving policy or significant financial impact.

4. TIME FOR PERFORMANCE

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

5. PAYMENT

1. City will pay to Consultant as full compensation for all services required to be performed by Consultant under this Agreement, except for services for additional work or work beyond the scope of this Agreement, an amount not to exceed _____ in the aggregate as set forth in Schedule 2 "Fee Schedule" and computed in accordance with this Section. In the

event compensation for services is set forth in Schedule 2 as to each phase of work indicated in Section 1 of this Agreement, the maximum amount of compensation for any phase shall not exceed the amount specified in Schedule 2 for such phase.

2. Consultant shall submit periodic, but not more frequently than monthly, applications for payment, aggregating to not more than the maximum amount set forth above, for actual professional services rendered and reimbursable expenses incurred. Such applications shall be submitted based upon the hourly rates and expense reimbursement provisions set forth in Schedule 2 attached hereto and shall contain appropriate documentation that such services have been performed and expenses incurred. Thereafter, City shall pay Consultant for the amount of the application within 45 days of the date of such application is received, provided that sufficient documentation has been furnished, and further provided that City will not be required to pay more than 90% of the maximum amount unless the Consultant's services on the Project phases for which this Agreement is applicable have been completed to City's reasonable satisfaction and all required Consultant submittals have been provided.

3. No separate or additional payment shall be made for profit, overhead, local telephone expenses, lodging, routine photocopying, computer time, secretarial or clerical time or similar expenses unless otherwise provided and listed in Schedule 2 - "Fee Schedule."

4. No compensation shall be paid to Consultant for services required and expenditures incurred in correcting Consultant's mistakes or negligence.

5. Compensation for authorized work beyond the scope of this Agreement shall be governed by Section 2.

6. TERMINATION

A. City reserves the right to terminate this Agreement and Consultant's performance hereunder, at any time upon written notice, either for cause or for convenience. Upon such termination, Consultant and its subconsultants and subcontractors shall cease all work, stop incurring expenses, and shall promptly deliver to City all data, drawings, specifications, reports, plans, calculations, summaries and all other information, documents, work product and materials as Consultant may have accumulated in performing this Agreement, together with all finished work and work in progress. Consultant shall at all times act in good faith with respect to the orderly transfer of work to the City or any entity designated by City.

B. Upon termination of this Agreement for events or reasons not the fault of Consultant, Consultant shall be paid at the rates specified in Schedule 2 for all services rendered and reasonable costs incurred to the date of termination; together with any reasonable costs incurred within 10 days of termination provided such latter costs could not be avoided or were incurred in mitigating loss or expenses to Consultant or City. Consultant shall provide a detailed final invoice to the City within fourteen (14) calendar days from the effective date of

termination, itemizing the work completed, costs incurred, and any outstanding payments due. In no event shall payment to Consultant upon termination exceed the maximum compensation provided for complete performance in Section 5, and the Consultant expressly waives any right to claim damages, including but not limited to lost profits, anticipated revenue, or indirect or consequential damages arising out of or relating to the termination for convenience.

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

D. Consultant's responsibility for its completed work and services shall survive any termination.

7. GENERAL PROVISIONS

7.1. Ownership of Documents

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

7.2. Advertising

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

7.3. Equal Employment Opportunity

In connection with the performance of this Agreement, Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, national

origin, disability, or age. Consultant shall endeavor to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, national origin, disability, or age.

7.4. Notices

Any and all notices or other communications required or permitted by this Agreement or by law to be served on or given to either the City or the Consultant by the other party shall be in writing and shall be deemed duly served and given when personally delivered to the party to whom it is directed, or in lieu of such personal service when deposited in the United States mail, first-class postage prepaid, addressed to the City of Pueblo, DEPARTMENT, Attn: DIRECTOR, DEPT ADDRESS, Pueblo, CO, 81003; or to the Consultant, NAME OF CONSULTANT, SIGNER OF AGREEMENT, ADDRESS. Either party may change their address for the purpose of this paragraph by giving written notice of such change to the other party in the manner provided in this paragraph.

7.5. Entire Agreement

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

7.6. Subcontracts

A. City acknowledges that Consultant is the prime contractor and the only party with whom City has a contractual relationship under this Agreement. To the extent Consultant performs any Project activities through subconsultants or subcontractors, Consultant shall contractually bind each of its subconsultants and subcontractors by subcontract agreement to all of the terms of this Agreement which are for the benefit of City, and City shall be a third-party beneficiary of those subcontract provisions.

B. Consultant shall indemnify and defend City from all claims and demands for payment for services provided by subconsultants and subcontractors of Consultant.

C. Consultant acknowledges that, due to the nature of the services to be provided under this Agreement, the City has a substantial interest in the personnel and consultants to whom Consultant assigns principal responsibility for services performed under this Agreement. Consequently, Consultant represents that it has selected and intends to employ or assign the key personnel and consultants identified in its proposal submitted to City prior to execution of this Agreement to induce City to enter this Agreement. Consultant shall not change such consultants or key personnel except after giving notice of a proposed change to City and

receiving City's consent thereto. Consultant shall not assign or reassign Project work to any person to whom City has reasonable objection.

7.7. Successors and Assigns

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

7.8. Amendments

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

7.9. Choice of Law, Jurisdiction, and Venue

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

7.10. Severability

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

7.11. Appropriations

A. Subject to execution of this Agreement by the Director of Finance certifying that a balance of appropriation exists and funds are available, the amount of money appropriated for this Agreement is equal to or in excess of the maximum compensation payable hereunder; provided, however, that if work is phased and subject to annual appropriation, funds only in the amount of initial appropriation are available and Consultant shall confirm availability of funds before proceeding with work exceeding initial and subsequent annual appropriations.

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

8. DISPUTES

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

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

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

10. INSURANCE

10.1. Conditions

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

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

10.2. Minimum Requirements

A. Commercial General Liability Insurance. The Consultant shall secure and maintain during the period of this agreement and for such additional time as work on the project is being performed, Commercial General Liability Insurance issued to and covering the liability of the Consultant with respect to all work performed by it and all its subconsultants and subcontractors under the agreement, to be written on a comprehensive policy form. This insurance shall be written in amounts not less than $1,000,000 for each occurrence and aggregate for personal injury including death and bodily injury and $1,000,000 for each occurrence and aggregate for property damage. This policy of insurance shall name the City of Pueblo, its agents, officers and employees as additional insureds. The policy shall also provide coverage for contractual liability assumed by Consultant under the provisions of the agreement.

B. Comprehensive Automobile Liability Insurance. The Consultant shall procure and maintain during the period of the agreement and for such additional time as work on the project is being performed, Comprehensive Automobile Liability Insurance. This insurance shall be written with limits of liability for and injury to one person in any single occurrence of not less than $350,000 and for any injury to two or more persons in any single occurrence of not less than $1,000,000. Alternate coverage of combined single limit, each accident, in an amount of not less than $1,000,000 may be accepted at the discretion of the Purchasing Director. This insurance shall include uninsured/underinsured motorist coverage and shall protect the Consultant from any and all claims arising from the use both on and off the site of the project of automobiles whether owned, leased, hired or used by Consultant.

C. Workers' Compensation Insurance complying with statutory requirements in Colorado and in any other state or states where the work is performed. The Workers' Compensation Insurance policy shall contain an endorsement waiving subrogation against the City.

D. Professional Liability Insurance with coverage of not less than $1,000,000 in a form and with a deductible acceptable to City.

E. UPDATE THIS SECTION BASED ON FUNDING REQUIREMENTS IF NECESSARY.

10.3. Governmental Immunity

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

11. ACCESSIBILITY

The Americans with Disabilities Act (ADA) provides that it is a violation of the ADA to design and construct a facility for first occupancy later than January 26, 1993, that does not meet the accessibility and usability requirements of the ADA except where an entity can demonstrate that it is structurally impractical to meet such requirements. The Consultant therefore, will use its best reasonable professional efforts to implement applicable ADA requirements and other federal, state, and local laws, rules codes, ordinances and regulations as they apply to the Project.

12. IMMIGRATION REFORM AND CONTROL ACT OF 1986

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

13. PERA LIABILITY

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

14. SCHEDULES

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

- Schedule 1 - "Scope of Services" consisting of ___ pages.
- Schedule 2 - "Fee Schedule" consisting of ____ page.
- Schedule 3 - "Work Schedule" consisting of ____ pages.
- Schedule 4 - "Identification of Personnel, Subconsultants/Subcontractors, and Task Responsibility" consisting of ____ pages.

(Continue to following page.)

15. SIGNATURE SECTION

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

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

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

[INSERT SIGNATURE SECTION]

Attachments:

Exhibit B

Agreement for Professional Consulting Services
City's Standard Form of Agreement for Consulting Services

Note: Future Agreements for Engineering Services provided to City by Consultant shall remain consistently in the same manner and form for projects assigned for Bid 24-059. City and Consultant may update the form of Agreement for each Project as assigned and upon mutual agreement of City and Consultant. City and Consultant may update sections of the following agreement due to updates in regulations, requirements, etc. upon mutual agreement of City and Consultant.

1. INTRODUCTION

THIS AGREEMENT ("Agreement") made and entered this _____ day of _____, 20____, by and between the City of Pueblo, a Municipal Corporation (hereinafter referred to as "City") and _____NAME OF CONSULTANT_____, a _____COLORADO CORPORATION LLC etc._____ (hereinafter referred to as "Consultant"), a professional firm for Consultant to render certain professional ___GENERALLY DESCRIBE WORK___, and related services for City in connection with Bid ____BID # AND NAME_____, hereinafter referred to as the "Project." In consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

A. Consultant shall satisfactorily perform professional ___GENERALLY DESCRIBE WORK___, and related services for the Project described in more detail in Schedule 1 attached hereto and incorporated herein by reference (the "Services"). Such Services shall include all usual and customary professional services incidental to the work on the Project. In the event this Agreement follows the selection of Consultant by City pursuant to a Request for Proposals (RFP), all of the requirements of that RFP are incorporated herein by reference, unless any requirement is expressly excluded in Schedule 1.

B. To the extent Consultant performs any of the Project work through subcontractors or subconsultants, Consultant shall be and remain as fully responsible for the full performance and quality of services performed by such subcontractors or subconsultants as it is for services performed directly by Consultant or Consultant's employees.

C. To the extent Consultant requires access to private property to perform its services hereunder, Consultant shall be required to make arrangements to obtain such access. However, in the event City has already secured access for Consultant to any such property through a right of entry agreement, access agreement, letter of consent or other instrument, Consultant shall fully comply with and be subject to the terms and conditions set forth therein. A copy of any such instrument will be provided to Consultant upon request.

2. CONSULTANT'S RESPONSIBILITIES

A. Consultant shall be responsible for the professional quality, technical accuracy, and timely completion of Consultant's work, including that performed by Consultant's subconsultants and subcontractors, and DESCRIBE EXPECTED RESULTS (ANALYSIS, EVALUATION, ETC.)___, and other services, irrespective of City's approval of or acquiescence in same. Consultant shall be responsible, in accordance with applicable law, to City for all loss or damage to City caused by Consultant's negligent act or omission; except that Consultant hereby irrevocably waives and

excuses City and City's attorneys from compliance with any requirement to obtain a certificate of review as a condition precedent to commencement of an action, including any such requirements set forth in Section 13-20-602, C.R.S. or similar statute, whether now existing or hereafter enacted.

B. Consultant shall be completely responsible for the safety of Consultant's employees in the execution of work under this Agreement and shall provide all necessary safety and protective equipment for said employees.

C. Consultant acknowledges that time is of the essence with respect to the completion of its services under this Agreement. Consultant represents that Schedule 3 attached hereto is the schedule by which Consultant proposes to accomplish its work, with time periods for which it will commence and complete each major work item. Except to the extent the parties agree to time extensions for delays beyond the control of Consultant, Consultant shall adhere to this schedule and perform its work in a timely manner so as not to delay City's timetable for achievement of interim tasks and final completion of Project work. Consultant further acknowledges that its schedule has accounted for all reasonably anticipated delays, including those inherent in the availability of tools, supplies, labor and utilities required for the work, the availability of information which must be obtained from any third parties, and all conditions to access to public and private facilities.

D. Before undertaking any work or incurring any expense which Consultant considers beyond or in addition to the Services described in Schedule 1 or otherwise contemplated by the terms of this Agreement, Consultant shall advise City in writing that (1) Consultant considers the work beyond the scope of this Agreement, (2) the reasons that Consultant believes the out of scope or additional work should be performed, and (3) a reasonable estimate of the cost of such work. Consultant shall not proceed with any out of scope or additional work until authorized in writing by City. The compensation for such authorized work shall be negotiated, but in the event the parties fail to negotiate or are unable to agree as to compensation, then Consultant shall be compensated for its direct costs and professional time at the rates set forth in Schedule 2 attached hereto.

E. Consultant acknowledges that, due to the nature of the services for this project, related professional services, and the impact of same on the Project, the City has a substantial interest in the personnel and consultants to whom Consultant assigns principal responsibility for services performed under this Agreement. Consequently, Consultant represents that Consultant has selected and intends to employ or assign the key personnel and subconsultants identified in Schedule 4 ("Identification of Personnel, Subcontractors, and Task Responsibility") attached hereto for the Project assignments and areas of responsibility stated therein. Within 10 days of execution of this Agreement, City shall have the right to object in writing to employment on the Project of any such key person, subconsultant, or assignment of principal responsibility, in which case Consultant will employ alternate personnel for such function or reassign such responsibility

to another to whom City has no reasonable objection. Thereafter, Consultant shall not assign or reassign Project work to any person to whom City has reasonable objection.

3. CITY'S RESPONSIBILITIES

A. City agrees to advise Consultant regarding City's Project requirements and to provide all relevant information, data and previous reports accessible to City which Consultant may reasonably require.

B. City shall designate a Project Representative to whom all communications from Consultant shall be directed and who shall have limited administrative authority on behalf of City to receive and transmit information and make decisions with respect to the Project. Said representative shall not, however, have authority to bind City as to matters of governmental policy or fiscal policy, nor to contract for additions or obligations exceeding a value which is the lesser of $5000 or 5% of the maximum agreement price.

C. City shall examine all documents presented by Consultant and render decisions pertaining thereto within a reasonable time. The City's approval of any DESCRIBE EXPECTED RESULTS (ANALYSIS, EVALUATION, ETC.) , or product furnished hereunder shall not in any way relieve Consultant of responsibility for the professional adequacy of its work.

D. City shall perform its obligations and render decisions within a reasonable time under the circumstances presented. Based upon the nature of City and its requirements, a period of 14 days shall be presumed reasonable for any decision not involving policy decision or significant financial impact, when all information reasonably necessary for City to responsibly render a decision has been furnished. A period of 46 days shall be presumed reasonable for City to act with respect to any matter involving policy or significant financial impact. The above periods of presumed reasonableness shall be extended where information reasonably required is not within the custody or control of City but must be procured from others.

4. TIME FOR PERFORMANCE

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

5. PAYMENT

A. City will pay to Consultant as full compensation for all services required to be performed by Consultant under this Agreement, except for services for additional work or work beyond the scope of this Agreement, an amount not to exceed $ TOTAL AMOUNT OF AWARD in the aggregate as set forth in Schedule 2 "Fee Schedule" and computed in accordance with this Section. In the event compensation for services is set forth in Schedule 2 as to each phase of

work indicated in this Agreement, the maximum amount of compensation for any phase shall not exceed the amount specified in Schedule 2 for such phase.

B. Consultant shall submit periodic, but not more frequently than monthly, applications for payment, aggregating to not more than the maximum amount set forth above, for actual professional services rendered and reimbursable expenses incurred. Such applications shall be submitted based upon the hourly rates and expense reimbursement provisions set forth in Schedule 2 attached hereto and shall contain appropriate documentation that such services have been performed and expenses incurred. Thereafter, City shall pay Consultant for the amount of the application within 45 days of the date of such application is received, provided that sufficient documentation has been furnished, and further provided that City will not be required to pay more than 90% of the maximum amount unless the Consultant's services on the Project phases for which this Agreement is applicable have been completed to City's reasonable satisfaction and all required Consultant submittals have been provided.

C. No separate or additional payment shall be made for profit, overhead, local telephone expenses, lodging, routine photocopying, computer time, secretarial or clerical time or similar expenses unless otherwise provided and listed in Schedule 2 - "Fee Schedule."

D. No compensation shall be paid to Consultant for services required and expenditures incurred in correcting Consultant's mistakes or negligence.

E. Compensation for authorized work beyond the scope of this Agreement shall be governed by Section 2.

6. TERMINATION

A. City reserves the right to terminate this Agreement and Consultant's performance hereunder, at any time upon written notice, either for cause or for convenience. Upon such termination, Consultant and its subcontractors shall cease all work, stop incurring expenses, and shall promptly deliver to City all DESCRIBE EXPECTED RESULTS (ANALYSIS, EVALUATION, ETC.) , or work product and materials as Consultant may have accumulated in performing this Agreement, together with all finished work and work in progress. Consultant shall at all times act in good faith with respect to the orderly transfer of work to the City or any entity designated by City.

B. Upon termination of this Agreement for events or reasons not the fault of Consultant, Consultant shall be paid at the rates specified in Schedule 2 for all services rendered and reasonable costs incurred to the date of termination; together with any reasonable costs incurred within 10 days of termination provided such latter costs could not be avoided or were incurred in mitigating loss or expenses to Consultant or City. Consultant shall provide a detailed final invoice to the City within fourteen (14) calendar days from the effective date of termination, itemizing the work completed, costs incurred, and any outstanding payments due.

In no event shall payment to Consultant upon termination exceed the maximum compensation provided for complete performance in Section 5, and the Consultant expressly waives any right to claim damages, including but not limited to lost profits, anticipated revenue, or indirect or consequential damages arising out of or relating to the termination for convenience.

C. In the event termination of this Agreement or Consultant's services is for breach of this Agreement by Consultant, or for other fault of Consultant including but not limited to any failure to timely proceed with work, or to pay its employees and Consultants, or to perform work according to the highest professional standards, or to perform work in a manner deemed satisfactory by City's Project Representative, then in that event, Consultant's entire right to compensation shall be limited to the lesser of: (1) the reasonable value of completed work to City, or (2) payment at the rates specified in Schedule 2 for services satisfactorily performed and reimbursable expenses reasonably incurred, prior to date of termination.

D. Consultant's responsibility for its completed work and services shall survive any termination.

7. GENERAL PROVISIONS

7.1. Ownership of Documents

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

7.2. Advertising

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

7.3. Equal Employment Opportunity

In connection with the performance of this Agreement, Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, national origin, disability, or age. Consultant shall endeavor to ensure that applicants are employed, and that

employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, national origin, disability, or age.

7.4. Notices

Any and all notices or other communications required or permitted by this Agreement or by law to be served on or given to either the City or the Consultant by the other party shall be in writing and shall be deemed duly served and given when personally delivered to the party to whom it is directed, or in lieu of such personal service when deposited in the United States mail, first-class postage prepaid, addressed to the City of Pueblo, DEPARTMENT, Attn: DIRECTOR, DEPT ADDRESS, Pueblo, CO, 81003; or to the Consultant, NAME OF CONSULTANT, SIGNER OF AGREEMENT, ADDRESS. Either party may change their address for the purpose of this paragraph by giving written notice of such change to the other party in the manner provided in this paragraph.

7.5. Entire Agreement

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

7.6. Subcontracts

A. City acknowledges that Consultant is the prime contractor and the only party with whom City has a contractual relationship under this Agreement. To the extent Consultant performs any Project activities through subconsultants or subcontractors, Consultant shall contractually bind each of its subconsultants and subcontractors by subcontract agreement to all of the terms of this Agreement which are for the benefit of City, and City shall be a third-party beneficiary of those subcontract provisions.

B. Consultant shall indemnify and defend City from all claims and demands for payment for services provided by subcontractors of Consultant.

C. Consultant acknowledges that, due to the nature of the services to be provided under this Agreement, the City has a substantial interest in the personnel and consultants to whom Consultant assigns principal responsibility for services performed under this Agreement. Consequently, Consultant represents that it has selected and intends to employ or assign the key personnel and consultants identified in its proposal submitted to City prior to execution of this Agreement to induce City to enter this Agreement. Consultant shall not change such consultants or key personnel except after giving notice of a proposed change to City and

receiving City's consent thereto. Consultant shall not assign or reassign Project work to any person to whom City has reasonable objection.

7.7. Successors and Assigns

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

7.8. Amendments

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

7.9. Choice of Law, Jurisdiction, and Venue

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

7.10. Severability

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

7.11. Appropriations

A. Subject to execution of this Agreement by the Director of Finance certifying that a balance of appropriation exists and funds are available, the amount of money appropriated for this Agreement is equal to or in excess of the maximum compensation payable hereunder; provided, however, that if work is phased and subject to annual appropriation, funds only in the amount of initial appropriation are available and Consultant shall confirm availability of funds before proceeding with work exceeding initial and subsequent annual appropriations.

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

8. DISPUTES

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

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

A. Consultant understands that City may be funding the Project in whole or part with funds provided by [Name of funding agency and or grant title]. Consultant agrees it is subject to and shall comply with all applicable provisions of said [Name of funding agency and or grant title] for which the contract award has been made and applicable regulations.

B. Consultant shall comply with the attached [Title of attached requirement clauses] and any/all other Federal, State, and local laws applicable to its activities.

C. All records with respect to any matters covered by this Agreement shall be available for inspection by City and or [Name of funding agency and or grant title] at any time during normal business hours and as often as agencies deem necessary, to audit, examine and make excerpts or transcripts of relevant information, and otherwise to perform its official functions or duties.

D. If any of the work to be performed by Consultant under this Agreement is funded in whole or in part with federal or state funds, then this Agreement shall be construed to include all applicable terms required by the federal or state assistance agreement and integrated federal or state regulations. By executing this Agreement, Consultant agrees to be bound by all such mandatory federal or state requirements, irrespective of Consultant's actual knowledge or lack of knowledge of such requirements prior to execution of this Agreement.

10. INSURANCE

10.1. Conditions

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

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

10.2. Minimum Requirements

[UPDATE THIS SECTION BASED ON FUNDING REQUIREMENTS AND TYPE OF WORK AS NECESSARY]

A. Commercial General Liability Insurance. The Consultant shall secure and maintain during the period of this agreement and for such additional time as work on the project is being performed, Commercial General Liability Insurance issued to and covering the liability of the Consultant with respect to all work performed by it and all its subcontractors under the agreement, to be written on a comprehensive policy form. This insurance shall be written in amounts not less than $1,000,000 for each occurrence and aggregate for personal injury including death and bodily injury and $1,000,000 for each occurrence and aggregate for property damage. This policy of insurance shall name the City of Pueblo, its agents, officers and employees as additional insureds. The policy shall also provide coverage for contractual liability assumed by Consultant under the provisions of the agreement.

B. Comprehensive Automobile Liability Insurance. The Consultant shall procure and maintain during the period of the agreement and for such additional time as work on the project is being performed, Comprehensive Automobile Liability Insurance. This insurance shall be written with limits of liability for and injury to one person in any single occurrence of not less than $350,000 and for any injury to two or more persons in any single occurrence of not less than $1,000,000. Alternate coverage of combined single limit, each accident, in an amount of not less than $1,000,000 may be accepted at the discretion of the Purchasing Director. This insurance shall include uninsured/underinsured motorist coverage and shall protect the Consultant from any and all claims arising from the use both on and off the site of the project of automobiles whether owned, leased, hired or used by Consultant.

C. Workers' Compensation Insurance complying with statutory requirements in Colorado and in any other state or states where the work is performed. The Workers' Compensation Insurance policy shall contain an endorsement waiving subrogation against the City.

D. Professional Liability Insurance with coverage of not less than $1,000,000 in a form and with a deductible acceptable to City.

10.3. Governmental Immunity

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

11. ACCESSIBILITY

The Americans with Disabilities Act (ADA) provides that it is a violation of the ADA to design and construct a facility for first occupancy later than January 26, 1993, that does not meet the accessibility and usability requirements of the ADA except where an entity can demonstrate that it is structurally impractical to meet such requirements. The Consultant therefore, will use its best reasonable professional efforts to implement applicable ADA requirements and other federal, state, and local laws, rules codes, ordinances and regulations as they apply to the Project.

12. IMMIGRATION REFORM AND CONTROL ACT OF 1986

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

13. PERA LIABILITY

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

14. SCHEDULES

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

- Schedule 1 - "Scope of Services" consisting of ___ pages.
- Schedule 2 - "Fee Schedule" consisting of ____ page.
- Schedule 3 - "Work Schedule" consisting of ____ pages.
- Schedule 4 - "Identification of Personnel, Subcontractors, and Task Responsibility" consisting of ____ pages.

15. SIGNATURE SECTION

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

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

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

[INSERT SIGNATURE SECTION]

Attachments:

Exhibit C

Work Order Form

NOTE: This form shall be completed at time of award for each individual project as applicable.

This Work Order is entered pursuant to and subject to the terms and conditions of the MASTER CONTRACT for Bid _____, including Appendix A – Agreement for Professional Services incorporated therein, dated _____, 20__ between the City of Pueblo, a Municipal Corporation ("City"), and _____ (“Consultant”).

Scope of Work:

Time for Completion:

Work Order Compensation:

Approved by:

City of Pueblo, Director of Public Works

_____Date_____

City of Pueblo, Director of Finance

_____Date_____

City of Pueblo, Director of Purchasing

_____Date_____

Consultant Authorized Representative

_____Date_____

Exhibit D

Funding Requirements

Excerpt from Request for Proposal dated April 16, 2024, Sections 9 and 10

COLO. DEPT. OF TRANSPORATION (CDOT) AND FHWA FUNDING REQUIREMENTS

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

NOTICE: The following Funding Contract clauses may be updated to the most recent version to correspond to each future agreement/work order as assigned.

The following requirements shall apply to FHWA-assisted contracts.

The following section may refer to Consultant and/or Contractor as any company contracted with the City for work on a project.

A. Definitions

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

2. CDOT Civil Rights. The CDOT Civil Rights office that assist with the contract and prompt payment requirements on contracts. This can be in either the region or headquarters.Civil Rights and Business Resource Center (CRBRC). CDOT's Civil Rights office at Headquarters.

3. Commercially Useful Function (CUF). Responsibility for the execution of work by actually performing, managing, and supervising the work, as described in 49 CFR Part 26.

4. Commitment. A portion of the Contract designated by the Consultant for participation by DBE firms. The DBE firm(s) are included in the proposal team for participation to meet the Contract Goal. Commitments must identify the work to be performed by the DBE and include the percentage of the contract committed to each DBE firm. Commitments are measured at the end of the contract and are calculated by the actual payments to a DBE firm divided by the total payments made under the Contract.

5. Contract. Agreement between the Local Agency and the Consultant, whereby the Consultant will be compensated in exchange for providing Professional Services and ancillary services. For purposes of this document, the term "Contract" refers to an

individual, executed Task Order for an On-Call Agreement or a Master Contract (overarching agreement) for Project-Specific and Program-Specific Agreements.

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

made by the Consultant. The Consultant must submit the Utilization Plan within five (5) calendar days of receiving notice from CDOT's B2GNow system.

18. Vendor. Participant on a CDOT contract that is providing services not considered to be a Professional Services as defined in Colorado Revised Statute 24-30-1402 and 48 CFR Part 2. A vendor would provide Non- Engineering Services (i.e. Geotechnical drilling, Public Information/Relations, traffic control, etc) and would not be overseen by a licensed engineer.

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

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

9.2. NONDISCRIMINATION AND SUBCONTRACTING REQUIREMENTS

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

A. Non-discrimination. The Consultant, with regard to the work performed by it during the contract term, will not discriminate on the grounds of race, color, or national origin in the selection and retention of Subconsultants, including procurement of materials and leases of equipment. The Consultant will not participate either directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

B. Civil Rights Act of 1964 Title VI. CDOT, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 US.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

C. Consultant Assurance. By submitting a proposal for this contract, the Consultant agrees to the following assurance: The consultant, sub recipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract. Such other remedy as deems appropriate, which may include, but is not limited to:

1. Withholding monthly progress payments
2. Assessing sanctions
3. Liquidated damages
4. Disqualifying the consultant from future bidding as non-responsible

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

E. Subcontract Terms. Parts A-D of this section shall be included in all subcontracts or other agreements for the performance of work on the contract.

9.3. CONTRACT COMMITMENT

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

A. Affidavit of Small Business Participation. The Affidavit of Small Business Participation is the Consultant's contractually binding guarantee to meet the Contract Goal or make Good Faith Efforts to do so. CDOT's Affidavit of Small Business Participation form must be submitted with the Consultant's statement of interest proposal. Failure to submit the CDOT Affidavit of Small Business Participation form will result in the Consultant being deemed non- responsive and ineligible for award. The Local Agency will copy the top preferred proposals to CDOT's Civil Rights and Business Resource Center (CRBRC) for approval of CDOT's Affidavit of Small Business Participation form. This form includes the commitments to meet the DBE goal.

B. Contract Utilization Plan (UP). Once the contract is awarded and the Local Agency receives a signed contract, the Local Agency will submit the Local Agency Professional Services B2GNow Contract Information form for CDOT to set up the contract in the B2GNow system. Once the contract is setup in the system, the Consultant will receive a notice from CDOT within five (5) calendar days of selection, to complete and submit a Utilization Plan via B2GNow. In order to complete the Utilization Plan, the Consultant shall list all DBE, ESB, and nonDBE/ESB

Subconsultants and Suppliers/Vendors included as part of its “most qualified” team. The Utilization Plan shall also include all Commitments by percentage.

C. Consultant Responsibility. The Consultant is solely responsible for ensuring that the Contract Goal is achieved upon completion of the work, expenditure of funds, and/or expiration of the Contract, whichever occurs first. The Local Agency and CDOT assists in the monitoring as oversight agencies.

D. Contract Good Faith Effort Requirement. The UP will not be approved by CDOT until the Consultant documents sufficient Commitments to meet the Contract Goal or demonstrates Good Faith Efforts to meet the Contract Goal even though it did not succeed in obtaining sufficient Commitments to do so.

1. Good Faith Efforts mean that the Consultant:

    a. Documents it has obtained enough DBE participation to meet the Contract Goal, or

    b. Documents that it made adequate good faith efforts to meet the Contract Goal, even though it did not succeed in obtaining enough DBE participation to do so

2. If the Consultant has not documented sufficient Commitments to meet the Contract Goal, the Consultant shall provide an explanation of its efforts to obtain Commitments by submitting the CDOT’s Professional Services Good Faith Efforts Report form and supporting documentation to CRBRC.

    a. The CRBRC will conduct a review to determine whether the Consultant has demonstrated Good Faith Efforts to meet the Contract Goal

    b. The CRBRC will approve the Contract Utilization Plan if it determines that the Consultant has made Good Faith Efforts to meet the Contract Goal

3. In conducting Good Faith Effort reviews, the CRBRC will utilize the guidance found in Appendix A to 49 CFR Part 26, where applicable. The CRBRC may also consider, but is not limited to, the following factors in evaluating the Consultant’s Good Faith Efforts:

    a. Performance of other consultants in meeting DBE goals on contracts that have a similar scope of work, contract amount, location, and time frame

    b. Reason(s) for choosing a nonDBE subconsultant over an interested DBE

    c. Documentation of DBEs solicited by the Consultant and verification from the DBEs that they were actually contacted by the Consultant

    d. Past performance by the Consultant on contracts that have a similar scope of work, contract amount, location and time frame

    e. Any other factors that may be pertinent to the factual circumstances

4. If the CRBRC determines the Consultant has made Good Faith Efforts to meet the Contract Goal, the Master Contract Utilization Plan will be approved and all documentation of the determination will be uploaded into B2GNow.

E. Administrative Reconsideration. If the CRBRC determines that the Consultant did not demonstrate Good Faith Efforts to meet the Contract Goal, the Consultant will be provided a written notice of its determination and an opportunity for administrative reconsideration by the CDOT Chief Engineer or a designee.

1. The Chief Engineer or a designee will conduct administrative reconsideration.

    a. The Consultant will have five (5) calendar days from the written notice to request administrative reconsideration of an adverse Good Faith Efforts determination

    b. The request shall include the basis for reconsideration and any supporting documentation that the Consultant would like to be considered as part of the reconsideration

    c. The reconsideration should also specify whether the Consultant is requesting an informal, in person or telephonic hearing with CDOT to address the issues in the Good Faith Efforts determination

    d. If a request for an informal hearing is not made, the Consultant will be deemed to have waived this opportunity

2. Upon a hearing request, the Civil Rights and Business Resource Center will establish a date and time for the hearing and send written notice via email to the Consultant, the Local Agency and Civil Rights at least two (2) business days in advance of the hearing.

    a. If schedules permit, the parties may waive the two (2) business day requirement

    b. The CDOT Chief Engineer or designee may request additional documentation from the Consultant and/or the Local Agency

    c. A copy of all requests and responses should be provided to the other party and the other party shall be given an opportunity to respond

3. The CDOT Chief Engineer or a designee shall issue the final determination as to whether the Consultant made Good Faith Efforts to meet the Contract Goal.

    a. The determination will be in writing and explain the basis for the CDOT Chief Engineer's or designee decision regarding whether or not the Consultant demonstrated Good Faith Efforts tomeet the Contract Goal

    b. The Good Faith Efforts determination of the CDOT Chief Engineer or designee is not appealable

9.4. ELIGIBLE DBE PARTICIPATION

In order to count towards the Contract Goal, (1) the work performed by the DBE Consultant, Subconsultant, or Supplier/Vendor must be identified in an approved Commitment, and (2) the Consultant, Subconsultant, or Supplier/Vendor must be DBE certified in the committed work upon submission of the Commitment. The Local Agency will evaluate whether the work it is committed to perform can reasonably be construed to fall within the work areas for which the DBE Consultant, Subconsultant, or Supplier/Vendor is certified. The Local Agency may request assistance from CDOT if needed.

A. If a Consultant, Subconsultant, or Supplier/Vendor is decertified as a DBE following the approval of a Contract, its participation on that Contract may continue to count as DBE participation.

B. DBE participation will be tracked through the B2GNow.

C. Only work actually performed by the DBE will count towards the Contract Goal.

1. The Consultant may count the entire amount of fees or commissions charged by a DBE firm for:

    a. Providing a bona fide service, such as professional, technical, consultant, or managerial services; and/or

    b. Providing assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for the performance of work, provided that the fee or commission is determined by the Local Agency to be reasonable and not excessive as compared with fees customarily allowed for similar services

2. When a DBE subcontracts part of the work of its contract to another firm, individual, or entity, the value of the subcontracted work may only be counted if the subcontractor is also a DBE certified firm.

    a. Work that a DBE subcontracts out to a non-certified firm will not count toward the goal

    b. DBE firms may use an employee leasing company for the work

        i. The participation of the leased employees will count only if the certified DBE firm maintains an employer-employee relationship with the leased employees

        ii. This includes being responsible for hiring, firing, training, assigning, and otherwise controlling the on-the-job activities of the leased employees, as well as ultimate responsibility for wage and tax obligations related to the employees

    c. Unless certified in the work to be performed, staffing agencies only count toward the Contract Goal for placement fees and any hourly fee beyond the temporary employee's actual rate of pay

3. When a DBE performs as a participant in a joint venture:

a. Only the portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work that the DBE performs with its own forces may count toward the Goal

b. In order to receive credit, the joint venture agreement must be submitted as an attachment in the utilization plan submitted through B2GNow for review and approval by CDOT

D. A DBE must be performing a Commercially Useful Function, as defined by 49 CFR 26.55(c), in order for its participation to count towards the Contract Goal.

1. To perform a Commercially Useful Function:

   a. The DBE must be responsible for the execution of the work to be performed and

   b. Actually performing, managing, and supervising the work

2. In evaluating whether a DBE is performing a Commercially Useful Function, the Local Agency will consider factors, including but not limited to:

   a. The amount of subcontracted work

   b. Industry practices, and

   c. Whether payment to the DBE is commensurate with the work for which the DBE is claiming credit, and any other relevant factors

3. DBE does not perform a Commercially Useful Function if its role is limited to that of an extra participant in a transaction through which funds are passed in order to obtain the appearance of DBE participation.

4. A DBE is presumed as not performing a Commercially Useful Function:

   a. When it does not perform or exercise responsibility for at least thirty (30) percent of the total cost of the work it is contracted to perform with its own workforce; or

   b. When the DBE subcontracts a greater portion of its work than would be expected based on normal industry practice for the type of work involved.

   c. In these circumstances, the DBE may present evidence to CDOT in order to rebut the presumption.

5. In order to finalize the Contract, the Consultant must have submitted a Professional Services Commercially Useful Function Questionnaire form for each DBE firm that performed work or provided supplies toward meeting the contract goal. The DBE, Consultant and Engineer must sign the Professional Services Commercially Useful Function Questionnaire form.

6. The City's determinations regarding Commercially Useful Function matters are not appealable.

9.5. UTILIZATION PLAN MODIFICATIONS

Reduction, Substitution, Termination. Reduction, Substitution, or Termination during the life of the Contract shall only be permitted at the discretion of the Local Agency based upon a demonstration of Good Cause by the Consultant. The Consultant may not Reduce, Substitute, Terminate, or add Commitments without the Local Agency's approval. Consultants may request modification approval to the Local agency. The Local Agency may request for CDOT's assistance and/or use CDOT's Professional Services DBE Participation Plan Modification Request form.

A. Notice to Subconsultant. Before requesting the Local Agency approval, the Consultant must give the DBE Subconsultant notice in writing of the Consultant's intent to Reduce, Substitute or Terminate the Subconsultant's work. Unless otherwise waived in writing by the DBE, the Consultant must give the DBE five (5) calendar days to respond to the Consultant's notice d advise the Local Agency of objections, if any, that it objects to the proposed Reduction, Termination and/or Substitution and why the Consultant's proposed action should not be approved. If required as a matter of public necessity (e.g., safety), the Local Agency may waive or reduce the period to respond. The DBE firm may also voluntarily waive the response period.

B. Good Cause Requirement. A Consultant must demonstrate Good Cause before a request for Reduction, Substitution or Termination can be approved by the Local Agency. Good Cause does not exist if Reduction, Substitution or Termination of a DBE is sought solely so that the Consultant can self perform the work for which the DBE was engaged or so that the Consultant can substitute another firm to perform the work. In evaluating whether Good Cause exists, the Local Agency will consider, but is not limited to, the following factors:

    1. Changes in the scope of work or scheduling that directly impacts the work committed to the DBE
    2. Failure or refusal by the DBE to execute a written contract
    3. Failure or refusal by the DBE to perform the work of its subcontract consistent with normal the industry standards, provided that such failure is not the result of bad faith or discriminatory actions of the Consultant or one of its Subconsultants
    4. The DBE fails to meet reasonable, nondiscriminatory insurance requirement
    5. The DBE becomes bankrupt, insolvent, or exhibits credit unworthiness
    6. The DBE is ineligible to work because of suspension or debarment proceedings or other state law
    7. The DBE is not a responsible Consultant
    8. The listed DBE voluntarily withdraws from the project and provides to the Consultant written notice of its withdrawal
    9. The listed DBE is ineligible to receive credit for its participation

10. The DBE owner dies or becomes disabled and the firm is unable to complete the work it is committed to perform

11. The DBE ceases business operations or otherwise dissolves; and/or

12. Other documented good cause reasons determined by the Local Agency to compel the termination of the DBE Subconsultant

C. Good Faith Effort Requirement. When a Commitment is Reduced or Terminated (including when a DBE withdraws), the Consultant shall make Good Faith Efforts to find a Substitution up to the Contract Goal for the DBE whose Commitment has been Terminated or Reduced, Substitutions do not have to be in the same type of work that was Terminated or Reduced.

1. Prior to making a Substitution, the Consultant must receive the Local Agency's approval for the Substitution.

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

9.6. ENFORCEMENT

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

A. The Local Agency may conduct reviews or investigations of participants as necessary. All participants on the Contract, including, but not limited to, DBE Subconsultants or Suppliers/Vendors are required to cooperate fully and promptly with compliance reviews, certification reviews, investigations, and other requests for information. This also includes applicants for DBE certification, ESB Subconsultants and applicants for ESB certification, complainants, and Consultants using Subconsultants to meet the Contract Goal.

B. If the Local Agency determines that a Consultant, Subconsultant or Supplier/Vendor was a knowing and willing participant in any intended or actual subcontracting arrangement contrived to artificially inflate DBE participation or any other business arrangement determined by the Local Agency to be unallowable, or if the Consultant engages in repeated violations, falsification or misrepresentation, the Local Agency may:

1. Refuse to count any fraudulent or misrepresented DBE/ESB participation

2. Withhold progress payments to the Consultant commensurate with the violation

3. Reduce the Consultant's prequalification status

4. Refer the matter to the Office of Inspector General of the US Department of Transportation for investigation; and/or

5. Seek any other available contractual remedy

9.7. CONTRACT CLOSEOUT

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

9.8. NONCONSTRUCTION FEDERAL HIGHWAY ADMINISTRATION (FHWA) CONTRACT CLAUSES

Note: As future project are assigned, a copy of the applicable funding agreement will be provided to the Consultant.

A. Federal laws and regulations that may be applicable to the Work include:

1. Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967 and as supplemented in Department of Labor regulations (41 CFR Chapter 60) (All construction contracts awarded in excess of $10,000 by the Local Agency and their contractors or the Local Agency).

2. The Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3) (All contracts and sub-Agreements for construction or repair).

3. The Davis-Bacon Act (40 U.S.C. 276a to a-7) as supplemented by Department of Labor regulations (29 CFR Part 5) (Construction contracts in excess of $2,000 awarded by the Local Agency and the Local Agency when required by Federal Agreement program legislation. This act requires that all laborers and mechanics employed by contractors or sub-contractors to work on construction projects financed by federal assistance must be paid wages not less than those established for the locality of the project by the Secretary of Labor).

4. Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). (Construction contracts awarded by the Local Agency's in excess of $2,000, and in excess of $2,500 for other contracts which involve the employment of mechanics or laborers).

5. Standards, orders, or requirements issued under section 306 of the Clear Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368). Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15) (contracts, subcontracts, and sub-Agreements of amounts in excess of $100,000).

6. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).
7. Office of Management and Budget (OMB)Circulars A-87, A-21 or A-122, and A-102 or A-110, whichever is applicable.
8. The Hatch Act (5 USC 1501-1508) and Public Law 95-454 Section 4728. These statutes state that federal funds cannot be used for partisan political purposes of any kind by any person or organization involved in the administration of federally-assisted programs.
9. In any contract utilizing federal funds, land, or other federal aid, the Local Agency shall require the federal- aid recipient or contractor to provide a statement of written assurance that they will comply with Section 504 and not discriminate on the basis of disability.
10. The Uniform Relocation Assistance and Real Property Acquisition Policies Act, as amended (Public Law 91- 646, as amended and Public Law 100-17, 101 Stat. 246-256). (If the contractor is acquiring real property and displacing households or businesses in the performance of the Agreement).
11. The Drug-Free Workplace Act (Public Law 100-690 Title V, subtitle D, 41 USC 701 et seq.)
12. The Age Discrimination Act of 1975, 42 U.S.C. Sections 6101 et. seq. and its implementing regulation, 45
13. C.F.R. Part 91; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794, as amended, and implementing regulation 45 C.F.R. Part 84.
14. 23 C.F.R. Part 172, concerning "Administration of Engineering and Design Related Contracts".
15. 23 C.F.R Part 633, concerning "Required Contract Provisions for Federal-Aid Construction Contracts".
16. 23 C.F.R. Part 635, concerning "Construction and Maintenance Provisions".

B. Nondiscrimination. During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

1. Compliance with Regulations. The Contractor will comply with the Regulations of the Department of Transportation relative to nondiscrimination in Federally assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this Agreement.

2. Nondiscrimination. The Contractor, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the ground of race, color, sex, mental or physical handicap or national origin in the selection and retention of Subcontractors, including procurement of materials and leases of equipment. The Contractor will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix C of the Regulations.

3. Solicitations for Subcontracts, Including Procurement of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurement of materials or equipment, each potential Subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Agreement and the Regulations relative to nondiscrimination on the ground of race, color, sex, mental or physical handicap or national origin.

4. Information and Reports. The Contractor will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the State, or the FHWA as appropriate and shall set forth what efforts have been made to obtain the information.

5. Sanctions for Noncompliance. In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Agreement, the State shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to: a. Withholding of payments to the Contractor under the contract until the Contractor complies, and/or b. Cancellation, termination or suspension of the contract, in whole or in part.

C. Incorporation of Provisions. The Contractor will include the provisions regarding the foregoing sections and the IGA (attached) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, orders, or instructions issued pursuant thereto. The Contractor will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event the Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or supplier as a result of such direction, the Contractor may request the State to enter into such litigation to protect the interest of the State and in addition, the Contractor may request the FHWA to enter into such litigation to protect the interests of the United States.

9.9. OMB UNIFORM GUIDANCE FOR FEDERAL PROJECTS

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

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

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice inconspicuous 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 maybe canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

7. The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontractor purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States."

B. Davis-Bacon Act. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti- Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or Subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

1. The City must report all suspected or reported violations to the Federal awarding agency.

C. Rights to Inventions Made Under a Contract or Agreement. 3 If the Federal Award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," Subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

D. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251- 1387), as amended. Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). If applicable, Contractor agrees to the following:

1. Clean Air Act:

    a. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

    b. The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the federal, state, or other grant funding agency and the appropriate Environmental Protection Agency Regional Office.

    c. The Contractor agrees to include these requirements in each subcontract meeting or exceeding $150,000.

2. Federal Water Pollution Control Act:

    a. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

    b. The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the federal, state, or other grant funding agency and the appropriate Environmental Protection Agency Regional Office.

    c. The Contractor agrees to include these requirements in each subcontract meeting or exceeding $150,000.

E. Debarment and Suspension (Executive Orders 12549 and 12689). A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. If applicable, Contractor shall be bound by it's Bidder's Certification for Debarment, Suspension, Ineligibility and Voluntary Exclusion throughout the period of the Contract.

F. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non- Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

G. Domestic Preference for Procurement (C.F.R. § 200.322). To the extent consistent with law and in accordance with 2 C.F.R. § 200.322, Contractor and all of its subcontractors will to the greatest extent practicable under the Contract, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). This requirement must be included in all contracts and purchase orders that Contractor may enter into.

H. Procurement of Recovered Material (C.F.R. § 200.323).

1. In the performance of this contract/agreement, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items in accordance with 40 C.F.R. Part 247, unless the product cannot be acquired:

    a. Competitively within a timeframe providing for compliance with the contract performance schedule.

    b. Meeting contract performance requirements.

    c. At a reasonable price.

2. Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

3. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.

I. Additional Provisions.

1. Access to Records. The Contractor agrees to provide the federal fund and/or grant provider, the City, the Comptroller General of the United States, and/or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

3. The Contractor agrees to provide the federal fund and/or grant provider or authorized representatives access to construction or other work sites pertaining to the work being completed under the Project.

4. In compliance with the Disaster Recovery Act of 2018, the City and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the federal fund and/or grant provider or the Comptroller General of the United States.

5. Changes. The cost of changes, modifications, change orders, or constructive changes must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of the project scope.
Changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract as long as the City and Contractor agree to change in writing and change still meets any funding submittal and expiration dates.

6. No Obligation by Federal Government. The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-federal entity, Contractor, or any other party pertaining to any matter resulting from the contract.

7. Fraud and False or Fraudulent or Related Acts. The Contractor acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims or Statements) applies to the Contractor's actions pertaining to this contact.

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

A. Definitions

1. B2GNow. Web based platform utilized by CDOT to track Civil Rights compliance (DBE/ESB participation) and prompt payment requirements on its contracts. The Consultant will use

this platform to submit Utilization Plan(s), Subconsultant and Supplier/Vendor information on the Contract.

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

13. Professional Services. The practice of architecture, engineering, professional land surveying, landscape architecture, and industrial hygiene as defined in Colorado Revised Statutes (CRS) 24-30-1402 and 48CFR Part 2.

14. Reduction. Reduction occurs when the Consultant reduces a Commitment to a DBE. A Reduction is a partial Termination.

15. Subconsultant. An individual, firm, corporation or other legal entity to whom the Consultant sublets part of the contract. For purposes of these requirements, the term Subconsultant includes Suppliers/Vendors.

16. Substitution. Substitution occurs when a Consultant seeks to find another certified DBE firm to perform work on the contract as a result of a Reduction or Termination.

17. Termination. Termination occurs when a Consultant no longer intends to use a DBE firm for fulfillment of a Commitment. This includes, but is not limited to, instances in which a Consultant seeks to perform work originally designated for a DBE Subconsultant with its own forces or those of an affiliate, a nonDBE firm, or with another DBE firm.

18. Utilization Plan (UP). The documentation of Subconsultant and Supplier/Vendor participation on the awarded Contract. The Utilization Plan details all Subconsultants and Suppliers/Vendors included as part of the proposal team and Commitments by percentage made by the Consultant. The Consultant must submit the Utilization Plan within five (5) calendar days of receiving notice from CDOT's B2GNow system.

19. Vendor. Participant on a CDOT contract that is providing services not considered to be a Professional Services as defined in Colorado Revised Statute 24-30-1402 and 48 CFR Part 2. A vendor would provide Non- Engineering Services (i.e. Geotechnical drilling, Public Information/Relations, traffic control, etc.) and would not be overseen by a licensed engineer.

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

B. Nondiscrimination and Subcontracting Requirements for all contracts and subcontracts on FHWA federally assisted contracts with the City.

1. Non-discrimination. The Consultant, with regard to the work performed by it during the contract term, will not discriminate on the grounds of race, color, or national origin in the selection and retention of Subconsultants, including procurement of materials and leases of equipment. The Consultant will not participate either directly or indirectly in the

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

2. Civil Rights Act of 1964 Title VI. CDOT, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 US.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

3. Consultant Assurance. By submitting a proposal for this contract, the Consultant agrees to the following assurance: The consultant, sub recipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract. Such other remedy as deems appropriate, which may include, but is not limited to:

    a. Withholding monthly progress payments

    b. Assessing sanctions

    c. Liquidated damages

    d. Disqualifying the consultant from future bidding as non responsible

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

5. Subcontract Terms. Parts A-D of this section shall be included in all subcontracts or other agreements for the performance of work on the contract.

C. Contract Commitment required at the time of initial proposal. The Consultant must make a contractually binding guarantee to meet the Contract Goal in accordance with 49 CFR 26.53.

1. Affidavit of Small Business Participation. The Affidavit of Small Business Participation is the Consultant's contractually binding guarantee to meet the Contract Goal or make Good Faith Efforts to do so. CDOT's Affidavit of Small Business Participation form must be submitted with the Consultant's statement of interest proposal. Failure to submit the CDOT Affidavit of Small Business Participation form will result in the Consultant being deemed non responsive and ineligible for award. The Local Agency will copy the top preferred proposals to CDOT's Civil Rights and Business Resource Center (CRBRC) for approval of CDOT's Affidavit of Small Business Participation form. This form includes the commitments to meet the DBE goal.

2. Contract Utilization Plan (UP). Once the contract is awarded and the Local Agency receives a signed contract, the Local Agency will submit the Local Agency Professional Services B2GNow Contract Information form for CDOT to set up the contract in the B2GNow system. Once the contract is setup in the system, the Consultant will receive a notice from CDOT within five (5) calendar days of selection, to complete and submit a Utilization Plan via B2GNow. In order to complete the Utilization Plan, the Consultant shall list all DBE, ESB, and nonDBE/ESB Subconsultants and Suppliers/Vendors included as part of its "most qualified" team. The Utilization Plan shall also include all Commitments by percentage.

3. Consultant Responsibility. The Consultant is solely responsible for ensuring that the Contract Goal is achieved upon completion of the work, expenditure of funds, and/or expiration of the Contract, whichever occurs first. The Local Agency and CDOT assists in the monitoring as oversight agencies.

4. Contract Good Faith Effort Requirement. The UP will not be approved by CDOT until the Consultant documents sufficient Commitments to meet the Contract Goal or demonstrates Good Faith Efforts to meet the Contract Goal even though it did not succeed in obtaining sufficient Commitments to do so.

    a. Good Faith Efforts mean that the Consultant:

        i. Documents it has obtained enough DBE participation to meet the Contract Goal, or

        ii. Documents that it made adequate good faith efforts to meet the Contract Goal, even though it did not succeed in obtaining enough DBE participation to do so

    b. If the Consultant has not documented sufficient Commitments to meet the Contract Goal, the Consultant shall provide an explanation of its efforts to obtain Commitments by submitting the CDOT's Professional Services Good Faith Efforts Report form and supporting documentation to CRBRC.

        i. The CRBRC will conduct a review to determine whether the Consultant has demonstrated Good Faith Efforts to meet the Contract Goal

ii. The CRBRC will approve the Contract Utilization Plan if it determines that the Consultant has made Good Faith Efforts to meet the Contract Goal

c. In conducting Good Faith Effort reviews, the CRBRC will utilize the guidance found in Appendix A to 49 CFR Part 26, where applicable. The CRBRC may also consider, but is not limited to, the following factors in evaluating the Consultant's Good Faith Efforts:

i. Performance of other consultants in meeting DBE goals on contracts that have a similar scope of work, contract amount, location, and time frame

ii. Reason(s) for choosing a nonDBE subconsultant over an interested DBE

iii. Documentation of DBEs solicited by the Consultant and verification from the DBEs that they were actually contacted by the Consultant

iv. Past performance by the Consultant on contracts that have a similar scope of work, contract amount, location and time frame

v. Any other factors that may be pertinent to the factual circumstances

d. If the CRBRC determines the Consultant has made Good Faith Efforts to meet the Contract Goal, the Master Contract Utilization Plan will be approved and all documentation of the determination will be uploaded into B2GNow.

5. Administrative Reconsideration. If the CRBRC determines that the Consultant did not demonstrate Good Faith Efforts to meet the Contract Goal, the Consultant will be provided a written notice of its determination and an opportunity for administrative reconsideration by the CDOT Chief Engineer or a designee.

a. The Chief Engineer or a designee will conduct administrative reconsideration.

i. The Consultant will have five (5) calendar days from the written notice to request administrative reconsideration of an adverse Good Faith Efforts determination

ii. The request shall include the basis for reconsideration and any supporting documentation that the Consultant would like to be considered as part of the reconsideration

iii. The reconsideration should also specify whether the Consultant is requesting an informal, in person or telephonic hearing with CDOT to address the issues in the Good Faith Efforts determination

iv. If a request for an informal hearing is not made, the Consultant will be deemed to have waived this opportunity

b. Upon a hearing request, the Civil Rights and Business Resource Center will establish a date and time for the hearing and send written notice via email to the Consultant, the Local Agency and Civil Rights at least two (2) business days in advance of the hearing.

i. If schedules permit, the parties may waive the two (2) business day requirement

ii. The CDOT Chief Engineer or designee may request additional documentation from the Consultant and/or the Local Agency

iii. A copy of all requests and responses should be provided to the other party and the other party shall be given an opportunity to respond

c. The CDOT Chief Engineer or a designee shall issue the final determination as to whether the Consultant made Good Faith Efforts to meet the Contract Goal.

i. The determination will be in writing and explain the basis for the CDOT Chief Engineer's or designee decision regarding whether or not the Consultant demonstrated Good Faith Efforts to meet the Contract Goal

ii. The Good Faith Efforts determination of the CDOT Chief Engineer or designee is not appealable

D. Please refer to CDOT's Local Agency Civil Rights Guidelines for more information: https://www.codot.gov/business/civilrights/compliance/prof-services/overview. Contractor agrees to be bound by and subject to this section.

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

A. Eligible DBE Participation. In order to count towards the Contract Goal, (1) the work performed by the DBE Consultant, Subconsultant, or Supplier/Vendor must be identified in an approved Commitment, and (2) the Consultant, Subconsultant, or Supplier/Vendor must be DBE certified in the committed work upon submission of the Commitment. The Local Agency will evaluate whether the work it is committed to perform can reasonably be construed to fall within the work areas for which the DBE Consultant, Subconsultant, or Supplier/Vendor is certified. The Local Agency may request assistance from CDOT if needed.

1. If a Consultant, Subconsultant, or Supplier/Vendor is decertified as a DBE following the approval of a Contract, its participation on that Contract may continue to count as DBE participation.

2. DBE participation will be tracked through the B2GNow.

3. Only work actually performed by the DBE will count towards the Contract Goal.

a. The Consultant may count the entire amount of fees or commissions charged by a DBE firm for:

i. Providing a bona fide service, such as professional, technical, consultant, or managerial services; and/or

ii. Providing assistance in the procurement of essential personnel, facilities,

equipment, materials or supplies required for the performance of work, provided that the fee or commission is determined by the Local Agency to be reasonable and not excessive as compared with fees customarily allowed for similar services

b. When a DBE subcontracts part of the work of its contract to another firm, individual, or entity, the value of the subcontracted work may only be counted if the subcontractor is also a DBE certified firm.

   i. Work that a DBE subcontracts out to a non-certified firm will not count toward the goal

   ii. DBE firms may use an employee leasing company for the work

      I. The participation of the leased employees will count only if the certified DBE firm maintains an employer-employee relationship with the leased employees

   iii. This includes being responsible for hiring, firing, training, assigning, and otherwise controlling the on-the-job activities of the leased employees, as well as ultimate responsibility for wage and tax obligations related to the employees
   Unless certified in the work to be performed, staffing agencies only count toward the Contract Goal for placement fees and any hourly fee beyond the temporary employee's actual rate of pay

c. When a DBE performs as a participant in a joint venture:

   i. Only the portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work that the DBE performs with its own forces may count toward the Goal

   ii. In order to receive credit, the joint venture agreement must be submitted as an attachment in the utilization plan submitted through B2GNow for review and approval by CDOT

4. A DBE must be performing a Commercially Useful Function, as defined by 49 CFR 26.55(c), in order for its participation to count towards the Contract Goal.

   a. To perform a Commercially Useful Function:

      i. The DBE must be responsible for the execution of the work to be performed and

      ii. Actually performing, managing, and supervising the work

   b. In evaluating whether a DBE is performing a Commercially Useful Function, the Local Agency will consider factors, including but not limited to:

      i. The amount of subcontracted work

      ii. Industry practices, and

iii. Whether payment to the DBE is commensurate with the work for which the DBE is claiming credit, and any other relevant factors

c. DBE does not perform a Commercially Useful Function if its role is limited to that of an extra participant in a transaction through which funds are passed in order to obtain the appearance of DBE participation.

d. A DBE is presumed as not performing a Commercially Useful Function:

i. When it does not perform or exercise responsibility for at least thirty (30) percent of the total cost of the work it is contracted to perform with its own workforce; or

ii. When the DBE subcontracts a greater portion of its work than would be expected based on normal industry practice for the type of work involved.

iii. In these circumstances, the DBE may present evidence to CDOT in order to rebut the presumption.

e. In order to finalize the Contract, the Consultant must have submitted a Professional Services Commercially Useful Function Questionnaire form for each DBE firm that performed work or provided supplies toward meeting the contract goal. The DBE, Consultant and Engineer must sign the Professional Services Commercially Useful Function Questionnaire form.

f. The Local Agency's determinations regarding Commercially Useful Function matters are not appealable.

B. Utilization Plan Modifications

1. Reduction, Substitution, Termination. Reduction, Substitution, or Termination during the life of the Contract shall only be permitted at the discretion of the Local Agency based upon a demonstration of Good Cause by the Consultant. The Consultant may not Reduce, Substitute, Terminate, or add Commitments without the Local Agency's approval. Consultants may request modification approval to the Local agency. The Local Agency may request for CDOT's assistance and/or use CDOT's Professional Services DBE Participation Plan Modification Request form.

a. Notice to Subconsultant. Before requesting the Local Agency approval, the Consultant must give the DBE Subconsultant notice in writing of the Consultant's intent to Reduce, Substitute or Terminate the Subconsultant's work. Unless otherwise waived in writing by the DBE, the Consultant must give the DBE five (5) calendar days to respond to the Consultant's notice d advise the Local Agency of objections, if any, that it objects to the proposed Reduction, Termination and/or Substitution and why the Consultant's proposed action should not be approved. If required as a matter of public necessity

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

b. Good Cause Requirement. A Consultant must demonstrate Good Cause before a request for Reduction, Substitution or Termination can be approved by the Local Agency. Good Cause does not exist if Reduction, Substitution or Termination of a DBE is sought solely so that the Consultant can self perform the work for which the DBE was engaged or so that the Consultant can substitute another firm to perform the work. In evaluating whether Good Cause exists, the Local Agency will consider, but is not limited to, the following factors:

    i. Changes in the scope of work or scheduling that directly impacts the work committed to the DBE

    ii. Failure or refusal by the DBE to execute a written contract

    iii. Failure or refusal by the DBE to perform the work of its subcontract consistent with normal the industry standards, provided that such failure is not the result of bad faith or discriminatory actions of the Consultant or one of its Subconsultants

    iv. The DBE fails to meet reasonable, nondiscriminatory insurance requirement

    v. The DBE becomes bankrupt, insolvent, or exhibits credit unworthiness

    vi. The DBE is ineligible to work because of suspension or debarment proceedings or other state law

    vii. The DBE is not a responsible Consultant

    viii. The listed DBE voluntarily withdraws from the project and provides to the Consultant written notice of its withdrawal

    ix. The listed DBE is ineligible to receive credit for its participation

    x. The DBE owner dies or becomes disabled and the firm is unable to complete the work it is committed to perform

    xi. The DBE ceases business operations or otherwise dissolves; and/or

    xii. Other documented good cause reasons determined by the Local Agency to compel the termination of the DBE Subconsultant

c. Good Faith Effort Requirement. When a Commitment is Reduced or Terminated (including when a DBE withdraws), the Consultant shall make Good Faith Efforts to find a Substitution up to the Contract Goal for the DBE whose Commitment has been Terminated or Reduced, Substitutions do not have to be in the same type of work that was Terminated or Reduced.

i. Prior to making a Substitution, the Consultant must receive the Local Agency's approval for the Substitution.

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

C. Enforcement

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

   a. The Local Agency may conduct reviews or investigations of participants as necessary. All participants on the Contract, including, but not limited to, DBE Subconsultants or Suppliers/Vendors are required to cooperate fully and promptly with compliance reviews, certification reviews, investigations, and other requests for information. This also includes applicants for DBE certification, ESB Subconsultants and applicants for ESB certification, complainants, and Consultants using Subconsultants to meet the Contract Goal.

   b. If the Local Agency determines that a Consultant, Subconsultant or Supplier/Vendor was a knowing and willing participant in any intended or actual subcontracting arrangement contrived to artificially inflate DBE participation or any other business arrangement determined by the Local Agency to be unallowable, or if the Consultant engages in repeated violations, falsification or misrepresentation, the Local Agency may:

      i. Refuse to count any fraudulent or misrepresented DBE/ESB participation

      ii. Withhold progress payments to the Consultant commensurate with the violation

      iii. Reduce the Consultant's prequalification status

      iv. Refer the matter to the Office of Inspector General of the US Department of Transportation for investigation; and/or

      v. Seek any other available contractual remedy

D. Contract Closeout

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

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

SPECIAL, STATE, FEDERAL, AND GRANT FUNDING REQUIREMENTS

10.1. Special Funding Contract Requirements

The following Special Funding Contract clauses may be updated to the most recent version to correspond to each future agreement/work order as assigned.

For use with FEMA, ARPA, SLFRF, and/or other state and federal grant funds and cooperative agreements.

The following section may refer to Consultant and/or Contractor as any company contracted with the City for work on a project.

This bid attachment shall be added to all City bid projects with the potential utilization of federal or state fund projects (including projects utilizing FEMA, ARPA, SLFRF, or grant funds). The following clauses mirror the Federal Required Contract Provisions available at www.fema.gov/procurement-disaster-assistance-team.

A. Definitions

1. Agreement: For the purposes of this bid and/or project, agreement shall indicate a contract between City and Contractor.
2. Contractor: Awarded bidder, consultant, and/or engineer contracted or under agreement with the City for a specified duration or for specific project work.
3. Contract:: Any form of agreement, award, written contract, issued purchase order, purchase agreement, etc. as issued by the City as a result of a formal or informal bid, cooperative agreement, or other award as determined appropriate by the Purchasing Director and/or City Mayor and/or City Council.

B. Notice

1. The project(s) and contracts utilizing funds from a federally established fund, disaster relief program, state program, or other grant fund are subject to the sections contained herein and signature of the bid by the Contractor shall constitute Contractor's agreement to all terms within this bid, agreement, and/or contract.
2. Failure to adhere to all federal, FEMA, state, grant, and City project requirements may mean suspension or department by the City of Pueblo, the federal government, and other FEMA awarded projects (as per 2 CFR, Part 180, Implementing Executive Orders 12549 and 12689). It is the Contractor's responsibility to adhere to any federal fund project requirements that may be revised, added, stipulated by the situation or federal fund advisor, etc. Additionally, Contractor must adhere to the terms of the grant award as applicable for each project, including all federal laws, executive orders, federal regulations, state oversight regulations, etc. Failure to adhere to these and all other project requirements may mean suspension or department (see section below).

3. As indicated in each Section, some clauses determined nonapplicable for this project may be removed.

10.2. Remedies

Applicable to all contracts/agreements in excess of $250,000; 2 CFR, Part 200, Appendix II(A)

A. All remedies provided for in this Agreement may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy.

B. The City may withhold any amount that may be due Contractor as the City deems necessary to protect the City against loss including, without limitation, loss as a result of outstanding liens and excess costs incurred by the City in procuring from third parties replacement products and services necessary to complete the project.

C. City may deny payment for products not received and services not performed, or that due to Contractor's actions/inactions cannot be delivered/performed, or if they were delivered/performed and are reasonably of no value to the City, provided that any denial of payment shall be equal to the value of the City's obligations for products/services not delivered/performed.

10.3. Termination for Cause and Convenience

Applicable to all contracts/agreements in excess of $10,000; 2 CFR, Part 200, Appendix II(B)

A. Termination for Cause. Contractor's failure to perform or observe any covenant, condition, provision, or term of the contract shall constitute Contractor's default. In the event of Contractor's default, the City shall have the right to exercise its legal and equitable remedies as listed above and may immediately terminate the agreement upon written notice to Contractor.

B. Termination for Convenience. City shall have the option, in its sole discretion, to terminate the contract at any time during the term for convenience and without cause. City shall exercise this option by giving Contractor written notice of termination including date on which termination shall become effective.

C. Within 30 days after specified termination, Contractor shall submit to City a final invoice for actual property shipped, received, and accepted and/or services (partial or in full) accepted as complete by the City's authorized representative. All invoices shall be pro-rated for exact amount of product received or work submitted. City shall not pay any additional costs for loss of work or contract, administrative or work costs after termination date, costs to subcontractors or subconsultants for loss of work, or any other conditions. The City's payment obligation under this Section shall survive termination of the contract.

10.4. Equal Employment Opportunity

This section is required for all federal grant and cooperative agreement programs; 2 CFR, Part 200, Appendix II(C)

During the performance of this contract, the Contractor agrees as follows:

A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

   1. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

C. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

D. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

E. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

F. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant

thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

G. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

H. The Contractor will include the portion of the sentence immediately preceding paragraph A and the provisions of paragraphs A through H in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

    1. Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

10.5. 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)

A. Overtime requirements. Contractor will comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). 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 work week in which he or she is employed on such work to work in excess of forty hours in such work week 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 work week.

B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 6.1 of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the City for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and

guards, employed in violation of the clause set forth in paragraph A of this section, in the sum of $27 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 A.

C. Withholding for unpaid wages and liquidated damages. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph B of this section.

D. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs A through D of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs A through D of this section.

10.6. Rights to Inventions Made Under a Contract/Agreement

Applicable to contracts for performance of experimental, developmental, or research work; 2 CFR, Part 220, Appendix II(F)

If the Contractor qualifies as a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under the federal funding contract, the Contractor must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements."

10.7. Clean Air Act and The Federal Water Pollution Control Act

Contracts in excess of $150,000; 2 CFR, Part 200, Appendix II(G)

A. Clean Air Act:

1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

2. The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the federal, state, or other grant funding agency and the appropriate Environmental Protection Agency Regional Office.

3. The Contractor agrees to include these requirements in each subcontract meeting or exceeding $150,000.

B. Federal Water Pollution Control Act:

1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

2. The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the federal, state, or other grant funding agency and the appropriate Environmental Protection Agency Regional Office.

3. The Contractor agrees to include these requirements in each subcontract meeting or exceeding $150,000.

10.8. Debarment and Suspension

Required for all federal, state, grant, and cooperative agreement programs; 2 CFR, Part 200, Appendix II(H)

A. This contract is a covered transaction for purposes of 2 CFR, Part 180 and 2 CFR, Part 3000. As such the Contractor is required to verify that none of the Contractor, its principals (defined at 2 CFR Section 180.995) or its affiliates (defined at 2 CFR Section 180.905) are excluded (defined at 2 CFR Section 180.940) or disqualified (defined at 2 CFR Section 180.935).

B. The Contractor must comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

C. This certification is a material representation of fact relied upon by City. If it is later determined that the Contractor did not comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, in addition to remedies available to City, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

D. The bidder agrees to comply with the requirements of 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10.9. Byrd Anti-lobbying Amendment

Award of $100,000 or more; 2 CFR, Part 200, Appendix II(I)

Contractors must sign and submit to the City the Byrd Anti-lobbying Amendment Certification. Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a

member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient.

10.10. Procurement of Recovered Materials

Required for all federal grant and cooperative agreement programs; 2 CFR, Part 200, Appendix II(J)

A. In the performance of this contract/agreement, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items in accordance with 40 C.F.R. Part 247, unless the product cannot be acquired:

   1. Competitively within a timeframe providing for compliance with the contract performance schedule.

   2. Meeting contract performance requirements.

   3. At a reasonable price.

B. Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

C. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.

10.11. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

Required for all federal grant and cooperative agreement programs used to purchase telecommunications and video surveillance services or equipment; 2 CFR, Part 200, Appendix II(K)

The Contractor and all of its subcontractors acknowledge and will comply with the requirements of 2 C.F.R. § 200.216, including the prohibition on spending federal loan or grant funds to procure or obtain the prohibited equipment, services, or systems covered by the provision.

10.12. 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.

10.13. Access to Records

This section from Recommended Contract Provision No. 1; Required for all City federally funded projects

A. The Contractor agrees to provide the federal fund and/or grant provider, the City, the Comptroller General of the United States, and/or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

B. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

C. In compliance with the Disaster Recovery Act of 2018, the City and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the federal fund and/or grant provider or the Comptroller General of the United States.

10.14. Changes

This section from Recommended Contract Provision No. 2; Required for all City federally funded projects

A. The cost of changes, modifications, change orders, or constructive changes must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of the project scope.

B. Changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract as long as the City and Contractor agree to change in writing and change still meets any funding submittal and expiration dates.

10.15. 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.

10.16. 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.

10.17. 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.

10.18. 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 contact.

Schedule 1

Scope of Service

Excerpt from Request for Proposal dated April 16, 2024, Section 3

3.1. Objective

A. The City of Pueblo is soliciting competitive proposals from qualified civil geotechnical engineering firms to provide services to the Public Works Department as it relates to geotechnical engineering of foundations, retaining walls, pavement design, soil analysis and testing, concrete and asphalt pavement testing, detailed engineering design, and inspection.

B. Only Proposers qualified to offer such services will be considered.

C. The awarded agreements may will be utilized by the Department of Public Works and other City Departments on an as needed basis.

3.2. Minimum Qualifications

A. Proposers must be a registered engineer in good standing with the State of Colorado; must be able to stamp Civil and Geotechnical drawings.

B. Must be able to perform or subcontract soil, concrete, and asphalt testing and analysis.

C. All professionals, whether awarded Consultant, subconsultant, and/or subcontractor, if required by the State of Colorado to perform their services, must provide proof of licensing.

3.3. Scope of Service

A. Administrative Duties

1. Consultant shall attend community meetings and pre-bid conference, if required for the project, and respond to the bidder's technical questions via addendum that will be prepared by the City's Project Manager;
2. Make presentations to City Council, public, and other agencies as requested by City staff.
3. Provide litigation support, expert-witness testimony, and conduct geoforensic studies in support of City-related litigation.
4. Provide technical advice to City personnel related to all matters of geotechnical engineering, including but not limited to, current building code requirements, State and Federal regulations.

B. Geotechnical investigation and design services, including borings and material testing for Public Works projects

1. Review of geotechnical reports and maps
2. Site reconnaissance

3. Underground service alert coordination
4. Subsurface soil sampling
5. Boring logs
6. Geotechnical engineering analysis
7. Geotechnical design recommendation for grading and foundations
8. Overseen by Geotechnical Engineer

C. Pavement evaluation and design
1. Pavement corings
2. Deflection testing
3. Pavement analysis per Caltrans methodology
4. Overseen by Professional Engineer

D. Geotechnical observation and testing, materials testing, and special inspection
1. Acceptance Testing of various construction materials, including but not limited to, AC, aggregate base, subgrade, concrete, and more
2. Field sampling/testing/observation
3. Plant inspection
4. Laboratory testing
5. Laboratory certification (Caltrans, AMRL, etc.)
6. Meeting City's Quality Assurance Program

E. Geotechnical review services
1. Review of geotechnical reports
2. Review of grading and foundation plans
3. Preparation of review sheets
4. Billing
5. Coordination with planning and building/safety staff
6. Presentation at City Council meetings
7. Requires GE and CEG to perform reviews

F. The awarded Consultant(s) will be required to provide all professional services necessary to complete the following types of projects:

1. Foundations
2. Retaining walls
3. Pavement design
4. Soil analysis and testing
5. Concrete and asphalt paving testing
6. Detailed engineering design
7. Inspection
8. Additional related services as requested

G. Additionally, the Consultant shall:

1. Provide staff and services on an as-needed basis
2. Analysis of Project Site
    a. Provide recommendations for locating all amenities listed in the project scope based on user safety and experience, economic feasibility, environmental sustainability, and constructability
3. Graphics
    a. Provide necessary graphics (plans, perspectives, elevations, details, and renderings) to best illustrate the project
4. Final Design Criteria
    a. Develop final design criteria, construction materials and methods, dimensions, and site amenities
5. Electronic submissions
    a. Shall consist of an Adobe pdf version and all Computer-Aided Design files
6. As needed, Consultant may be requested to attend meetings with City, make presentations to City Council and community stakeholders, etc.

3.4. Project Implementation

A. The intent of this project is to qualify one to three (1 – 3) consultants for future work as needed.

B. At the time of each project or task, the City's Project Manager will contact the Consultant(s) to request a Proposal(s) including the following information:

1. Specific Scope of Service outlining Consultant's process for managing the project and/or

task(s)

2. Include any items/steps that Consultant recommends for thorough completion of the project/task(s)
3. A detailed Proposed Fee Schedule including assignment of personnel and a maximum not to exceed Grand Total
    a. Note: Proposed Fee Schedule shall be in accordance with Consultant's Proposed Hourly Rates as submitted with this RFP
4. Outline any cost-effective approaches to competing the project/task
5. Proposed Work Schedule with specific dates, milestones, deadlines, submittal, etc.

C. The Project Manager and authorized City's staff will evaluate the Proposal(s) and award to the Consultant determined to best meet the needs of the City.
    1. A new Agreement or Work Order will be issued for each project as assigned for the duration of that specific work.
    2. Proposal(s) may be presented to City Council prior to Agreement for a project/task.

D. Cost overages during the project must be pre-authorized and obtain written approval of the City's Project Manager.

E. If the City and Consultant are unable to agree on a scope of work and fee structure for a project, the City retains the right to negotiate with other firms able to provide services for the project.

Schedule 2

Fee Schedule

Consultant's Pricing Proposal submitted May 8, 2024

PRICE TABLES

PROJECT WORK TASKS

Must include all charges for administration, labor, entry, report, etc.

Line Item	Description	Unit of Measure	Unit Cost	No Bid
AGGREGATES				
1	Absorption Coarse	each	$105.00	
2	Absorption Fine	each	$105.00	
3	Aggregate Freeze/Thaw Coarse Aggregate	each	No Bid	X
4	Aggregate Freeze/Thaw Fine Aggregate	each	No Bid	X
5	Alkali Carbonate Reactivity	each	No Bid	X
6	Alkali Reactivity	each	No Bid	X
7	Alkali Silica Reactivity	each	$685.00	
8	Blending Sampling and Miscellaneous Testing	hour	$70.00	
9	Chloride in Aggregate	each	$57.00	

Line Item	Description	Unit of Measure	Unit Cost	No Bid
10	Clay Lumps and Friable Particles	each	$85.00	
11	Crushing	each	No Bid	X
12	Desorption of Lightweight Aggregates	each	No Bid	X
13	Flat and Elongated Particles	each	$85.00	
14	Fractured Face Determination Coarse Aggregate	each	No Bid	X
15	Fractured Face Determination Fine Aggregate	each	No Bid	X
16	Gradation Analysis per Fraction	each	$70.00	
17	Gradation Analysis Pit Run Samples Larger than 12 inch	hour	$70.00	
18	Insoluble Residue in Carbonate Aggregates	each	No Bid	X
19	Lightweight Particles 2.0	each	No Bid	X
20	Lightweight Particles 2.4	each	No Bid	X
21	Loose Unit Weight + Voids	each	No Bid	X
22	Los Angeles Abrasion Large Sized Aggregate	each	No Bid	X
23	Los Angeles Abrasion Small Sized Aggregate	each	$215.00	
24	Magnesium Soundness 12 Cycle	each	No Bid	X
25	Magnesium Soundness 5 Cycle	each	$455.00	
26	Micro Deval	set	$200.00	

Line Item	Description	Unit of Measure	Unit Cost	No Bid
27	Mill Abrasion	each	No Bid	X
28	Moisture Content	each	$13.00	
29	Mortar Make Properties of Fine Aggregate	each	No Bid	X
30	Organic Impunities	each	$57.00	
31	Passing No. 200 Sieve	hour	$42.00	
32	Pop-out of Lightweight Aggregates	each	No Bid	X
33	Potential Reactivity	each	No Bid	X
34	Potential Reactivity 1 Year	each	No Bid	X
35	Potential Reactivity 14 Day	each	No Bid	X
36	Potential Reactivity 28 Day	each	No Bid	X
37	Rodded Unit Weight + Voids	each	No Bid	X
38	Sand Equivalency	each	$100.00	
39	Scratch Hardness	each	No Bid	X
40	Sieve Analysis Coarse Aggregate	each	$103.00	
41	Sieve Analysis Fine Aggregate (included in wash)	each	$103.00	
42	Sodium Sulfate Soundness (per size faction)	each	$415.00	
43	Sodium Sulfate Soundness 12 Cycle	each	No Bid	X

Line Item	Description	Unit of Measure	Unit Cost	No Bid
44	Sodium Sulfate Soundness 5 Cycle	each	$455.00	
45	Specific Gravity/Absorption Coarse	each	$105.00	
46	Specific Gravity/Absorption Fine	each	$105.00	
47	Staining Test Lightweight Aggregates	each	No Bid	X
48	Uncompacted Void Content	each	No Bid	X
49	Unit Weight	each	$40.00	
ASPHALT				
50	Aging of Asphalt Cement	each	No Bid	X
51	Asphalt Content/Gradation (ignition oven)	each	$260.00	
52	Asphalt Core Thickness & Specific Gravity (per core)	each	$55.00	
53	Asphalt Max. Theoretical Specific Gravity (per sample)	each	$125.00	
54	Asphalt Mix Design Review (job spec)	each	$385.00	
55	Bending Beam Test	each	No Bid	X
56	Bulk Specific Gravity Coated (per specimen)	each	No Bid	X
57	Bulk Specific Gravity Non-Absorptive (per specimen)	each	No Bid	X
58	Compressive Strength of Hot Mix Asphalt	each	No Bid	X
59	Direct Tension Test	each	No Bid	X

Line Item	Description	Unit of Measure	Unit Cost	No Bid
60	Ductility at 39.4 degrees F	each	No Bid	X
61	Ductility at 77 degrees F	each	No Bid	X
62	Dynamic Rheometer	each	No Bid	X
63	Flash Point	each	No Bid	X
64	Marshall Mix Design (flow and unit weight)	each	No Bid	X
65	Marshall Stability (flow and unit weight)	each	No Bid	X
66	Maximum Theoretical Unit Weight	each	$125.00	
67	Mixing/Compaction Temperatures	each	No Bid	X
68	Penetration	each	No Bid	X
69	Polymer Compatibility	each	No Bid	X
70	Softening Point	each	No Bid	X
71	Solubility	each	No Bid	X
72	Specific Gravity	each	$55.00	
73	Specimen Preparation and Miscellaneous Testing	hour	$70.00	
74	Splitting of Test Samples (per lot)	each	$35.00	
75	Superpave Mix Design	each	No Bid	X
76	Tensile Strength Ratio	each	No Bid	X

Line Item	Description	Unit of Measure	Unit Cost	No Bid
77	Thin Film Oven Aging Including Viscosities	each	No Bid	X
78	Viscosity at 140 degrees F	each	No Bid	X
79	Viscosity at 275 degrees F	each	No Bid	X
ASPHALT CONCRETE TESTING				
80	Asphalt Content by Nuclear Gage or Ignition Oven	each	$115.00	
81	Core Density	each	$55.00	
82	Core Lift Thickness	each	$55.00	
83	Extraction and Gradation	each	$260.00	
84	Gyratory Refusal	each	No Bid	X
85	Hveem Mix Design	each	No Bid	X
86	Hveem Properties Including Theoretical Maximum Density	each	$125.00	
87	Immersion Compression	each	No Bid	X
88	Indirect Tensile Creep	each	No Bid	X
89	Indirect Tensile Strength	each	No Bid	X
90	Lottman Tensile Strength Ratio	each	$510.00	
91	Lottman Tensile Strength Ratio Cyclic	each	No Bid	X
92	Marshall Mix Design	each	No Bid	X

Line Item	Description	Unit of Measure	Unit Cost	No Bid
93	Marshall Properties Including Theoretical Maximum Density	each	No Bid	X
94	Nuclear Asphalt Content Gage Calibration	each	$400.00	
95	Sample Preparation and Miscellaneous Testing	hour	$70.00	
96	Stripping Test	each	No Bid	X
97	Swell Test	each	No Bid	X
98	Theoretical Maximum Density	each	$125.00	
CEMENT				
99	Air Content	each	No Bid	X
100	Autoclave Expansion Cement	each	No Bid	X
101	Blane Fineness Cement	each	No Bid	X
102	Cement Content	each	No Bid	X
103	Chemical Analysis Cement	each	No Bid	X
104	Compressive Strength Additional Cubes	each	$33.00	
105	Compressive Strength Tests 6 Cubes/Mix)	each	$200.00	
106	Density	each	No Bid	X
107	False Set Paste Method	each	No Bid	X
108	Flexural Strength 3 Beams	each	$265.00	

Line Item	Description	Unit of Measure	Unit Cost	No Bid
109	Standard Properties	each	No Bid	X
110	Sulfate Expansion	each	No Bid	X
111	Sulfate Expansion	each	No Bid	X
112	Time of Set: Vicat	each	No Bid	X
CONCRETE				
113	Abrasion Resistance	each	No Bid	X
114	Blocking Assessment	each	No Bid	X
115	Chloride Content Chemical Analysis	each	No Bid	X
116	Chloride Ion Penetration Rapid Chloride Permeability	each	No Bid	X
117	Compression Tests (6x12 cylinder)	each	$33.00	
118	Compressive Strength (cast by others)	each	$33.00	
119	Compressive Strength and Density Core Samples	each	$88.00	
120	Compressive Strength Cylinders	each	$28.00	
121	Concrete Cores (compression excludes sampling)	each	$88.00	
122	Concrete Freeze/Thaw 300 Cycles	set	No Bid	X
123	Concrete Mix Design Review (job spec)	each	$385.00	
124	Concrete Mix Design Review (job spec)	each	$385.00	

Line Item	Description	Unit of Measure	Unit Cost	No Bid
125	Cracking Tendency of Concrete	each	No Bid	X
126	Density/Absorption of Hardened Concrete	core	No Bid	X
127	Direct Tension of Cores	each	No Bid	X
128	Drying Shrinkage	each	No Bid	X
129	Electrical Conductivity	each	No Bid	X
130	Flexural Strength Beams	each	$88.00	
131	Flexural Test	each	No Bid	X
132	Gunite/Shotcrete Panels (3 cut cores per panel and test)	set	$265.00	
133	Height Change of Hardened Concrete	each	No Bid	X
134	Length Change of Hardened Concrete	each	No Bid	X
135	Lightweight Concrete Fill (compression)	each	$33.00	
136	Mixing Fee Required for Some Tests	each	No Bid	X
137	Modulus of Elasticity Tests Frame Method	each	No Bid	X
138	Pulse Velocity	hour	No Bid	X
139	Scaling Resistance	each	No Bid	X
140	Shear Bond	each	No Bid	X
141	Splitting Tensile Test Cylinders	each	No Bid	X

Line Item	Description	Unit of Measure	Unit Cost	No Bid
142	Static Segregation	each	No Bid	X
143	Surface Resistivity	each	No Bid	X
DIMENSION STONE TESTING				
144	Compressive Strength	set	No Bid	X
145	Flexural Strength	set	No Bid	X
146	Freeze/Thaw	each	No Bid	X
147	Modulus of Rupture	set	No Bid	X
148	Saw Cutting Dimensional Stone	hour	No Bid	X
149	Specific Gravity/Absorption	each	No Bid	X
EMULSION				
150	Coating Ability and Water Resistance	each	No Bid	X
151	Debonding Testing	each	No Bid	X
152	Residue and Oil Distillate	each	No Bid	X
153	Seal Coat Design	each	No Bid	X
154	Sieve Test	each	No Bid	X
155	Storage Stability	each	No Bid	X
156	Test on Residue Ductility at 77 degrees F	each	No Bid	X

Line Item	Description	Unit of Measure	Unit Cost	No Bid
157	Test on Residue Penetration	each	No Bid	X
158	Test on Residue Solubility	each	No Bid	X
159	Vialet Testing (per time or temperature)	each	No Bid	X
MASONRY - BLOCK & SEGMENTED RETAINING WALL				
160	Concrete Block Compression Test (8x8x16)	each	No Bid	X
161	British Shrinkage Additional Samples	each	No Bid	X
162	British Shrinkage (set of 3)	set	No Bid	X
163	Compression Cores	each	$33.00	
164	Compressive Strength Tests (set of 3)	set	$265.00	
165	Density	set	No Bid	X
166	Dimension	set	No Bid	X
167	Fire Rating	each	No Bid	X
168	Freeze/Thaw 100 Cycle	each	No Bid	X
169	Freeze/Thaw 150 Cycle	each	No Bid	X
170	Q Block Test Series Compressive, Dimensional, Absorption	each	No Bid	X
MASONRY - BRICK				
171	Absorption Analysis (set of 5)	set	No Bid	X

Line Item	Description	Unit of Measure	Unit Cost	No Bid
172	Adobe Brick Properties	each	No Bid	X
173	Coefficient of Saturation (set of 5)	set	No Bid	X
174	Compressive Strength Tests (set of 5)	set	No Bid	X
175	Dimensional Analysis (set of 5)	set	No Bid	X
176	Efforescence (set of 5)	set	No Bid	X
177	Freeze/Thaw 50 Cycle	each	No Bid	X
178	Initial Rate of Absorption (set of 5)	set	No Bid	X
179	Modulus of Rupture Flexural Strength (set of 5)	set	No Bid	X
MASONRY - COMPRESSIVE STRENGTH 8" WIDTH PRISMS				
180	Grout Filled Prisms Block 2 Course Maximum	each	$88.00	
181	Grout Filled Prisms Block Over 2 Courses	each	No Bid	X
182	Grout Filled Prisms Brick	each	No Bid	X
183	Hollow Prisms Block	each	$82.00	
184	Hollow Prisms Block 2 Course Maximum	each	$82.00	
185	Hollow Prisms Block Over 2 Courses	each	No Bid	X
MASONRY - COMPRESSIVE STRENGTH 10" or 12" PRISMS				
186	Grout Filled Prisms Block 2 Course Maximum	each	No Bid	X

Line Item	Description	Unit of Measure	Unit Cost	No Bid
187	Grout Filled Prisms Block Over 2 Courses	each	No Bid	X
188	Grout Filled Prisms Brick	each	No Bid	X
189	Hollow Prisms Block	each	No Bid	X
190	Hollow Prisms Block 2 Course Maximum	each	No Bid	X
191	Hollow Prisms Block Over 2 Courses	each	No Bid	X
MASONRY - MORTAR AND GROUT				
192	Compressive Strength Field Sampled Mortar 6 Cubes	each	$200.00	
193	Compressive Strength Preparation of Cored Grout	each	$35.00	
194	Masonry Grout (3x3x6 prism compression)	each	$33.00	
195	Masonry Mortar (2x4 cylinder compression)	each	$33.00	
196	Masonry Prism (half size compression)	each	$200.00	
197	Mortar Mix (6 cubes per mix)	mix	No Bid	X
198	Water Retentivity Test	each	No Bid	X
REINFORCING AND STRUCTURAL STEEL				
199	Chemical Analysis	each	No Bid	X
200	Fireproofing Density Test	each	$60.00	
201	Hardness Test, Rockwell	each	No Bid	X

Line Item	Description	Unit of Measure	Unit Cost	No Bid
202	High Strength Bold, Nut & Washer Conformance (set)	each	No Bid	X
203	Mechanically Spliced Reinforcing Tensile Test (ACI)	each	No Bid	X
204	Pre-Stress Strand (7 wire)	each	No Bid	X
205	Reinforcing Tensile or Bend (up to No 11)	each	No Bid	X
206	Structural Steel Tensile Test (up to 200,000 matching extra)	each	No Bid	X
207	Ultimate Tensile Strength and Area Reduction	each	No Bid	X
208	Ultimate Tensile Strength and Percent Elongation	each	No Bid	X
209	Ultimate Tensile Strength and Yield Tensile Strength	each	No Bid	X
210	Ultimate Tensile Strength Including Post-Tension Strands	each	No Bid	X
211	Welded Reinforcing Tensile Test (up to No 11 bars)	each	No Bid	X
POZZOLAN SERVICES				
212	Air Content	each	No Bid	X
213	Alkali Reactivity	each	No Bid	X
214	Available Alkali	each	No Bid	X
215	Autoclave Expansion Pozzolan	each	No Bid	X
216	Blaine Fineness Pozzolan	each	No Bid	X
217	Chemical Analysis Pozzolan	each	No Bid	X

Line Item	Description	Unit of Measure	Unit Cost	No Bid
218	Density	each	No Bid	X
219	Drying Shrinkage Mortar Bar Method	each	No Bid	X
220	Fineness No. 325 Sieve Pozzolan	each	No Bid	X
221	Loss on Ignition Moisture	each	No Bid	X
222	Standard Properties	each	No Bid	X
223	Strength Activity Index Pozzolan	each	No Bid	X
SOILS				
224	200 Wash	each	$42.00	
225	Atterberg Limits	set	$64.00	
226	Atterberg Limits - Wet Preparations	each	No Bid	X
227	California Bearing Ratio (3 points)	set	$455.00	
228	Chloride and Sulfate Content	each	$115.00	
229	Compaction Test Modified Proctor	each	$155.00	
230	Compaction Test Standard Proctor	each	$135.00	
231	Consolidation (with time rate)	each	No Bid	X
232	Consolidation Full Cycle (without time rate)	each	No Bid	X
233	Consolidation Hydro (response to wetting)	each	No Bid	X

Line Item	Description	Unit of Measure	Unit Cost	No Bid
234	Consolidation Test One Dimensional Time (additional increments)	each	No Bid	X
235	Consolidation Test One Dimensional Time (setup with initial load)	each	No Bid	X
236	Direct Shear - Remolded (3 points)	set	$600.00	
237	Direct Shear - Undisturbed (3 points)	set	$510.00	
238	Double Hydrometer Analysis	each	$265.00	
239	Expansion Index	each	No Bid	X
240	Grain Size Analysis (1-inch to #200 sieve)	each	$100.00	
241	Grain Size Analysis (#200 sieve only)	each	$42.00	
242	Hveem Stabilometer (3 points)	set	$400.00	
243	Hydraulic Conductivity	each	No Bid	X
244	Hydrometer Analysis	each	$110.00	
245	Maximum Density	each	$135.00	
246	Moisture and Density	each	$20.00	
247	Moisture Only	each	$13.00	
248	Moisture, Ash, and Organic Matter of Peat/Organic Soils	each	No Bid	X
249	Natural Moisture and Density	each	$20.00	
250	Permeability	each	No Bid	X

Line Item	Description	Unit of Measure	Unit Cost	No Bid
251	Permeability Back Pressure Odeometer	each	No Bid	X
252	Permeability Flex Membrane (triaxial cell)	each	No Bid	X
253	Permeability Remolded Sample (falling or constant head)	each	No Bid	X
254	pH	each	$55.00	
255	pH and Resistivity	each	$225.00	
256	Relative Density	each	$210.00	
257	Resilient Modulus	each	No Bid	X
258	Resistivity Natural Moisture and Saturated (per specimen)	each	$170.00	
259	Rock Testing Specific Gravity	each	$110.00	
260	Rock Testing Triaxial Compression NX	each	No Bid	X
261	Rock Testing Triaxial Compression NX Point Load Test	each	No Bid	X
262	Rock Testing Triaxial Compression NX with Stress/Stain Curve, Static E, Poisson's Ratio	each	No Bid	X
263	Rock Testing Two Cycle Slake Durability	each	No Bid	X
264	Rock Testing Unconfined Compression Peak Load Only	each	No Bid	X
265	R-value	each	$400.00	
266	Sand Equivalent	each	$100.00	

Line Item	Description	Unit of Measure	Unit Cost	No Bid
267	Sieve Analysis	each	$100.00	
268	Soil Suction	each	No Bid	X
269	Specific Gravity	each	$110.00	
270	Swell Potential - In-situ	each	$100.00	
271	Swell Potential - Remolded	each	$145.00	
272	Swell Test One Dimensional with Load Back for Swell Pressure	each	$110.00	
273	Swell Test One Dimensional	each	$110.00	
274	Thermal Resistivity	each	$530.00	
275	Triaxial Shear Consolidated Drained	each	No Bid	X
276	Triaxial Shear Consolidated Undrained	each	No Bid	X
277	Triaxial Shear Consolidated Undrained with Pore Pressure	each	No Bid	X
278	Triaxial Shear Unconsolidated Undrained	each	No Bid	X
279	Unconfined Compression	each	$95.00	
280	Unconfined Compression Rock Cores Peak Load Only	each	No Bid	X
281	Unconfined Compression with Stress	each	No Bid	X
282	Water Soluble Sulfates	each	$55.00	
LAB TRIAL MIX BATCHES				

Line Item	Description	Unit of Measure	Unit Cost	No Bid
283	3 Point Curve Beams for Flexural Strength and Cylinders	each	No Bid	X
284	3 Point Curve Cylinders for Compressive Strength	each	No Bid	X
285	CDOT Compressive Mix (mix only)	each	No Bid	X
286	CDOT Flexural Mix (mix only)	each	No Bid	X
287	Compressive Strength Additional Mixes	each	No Bid	X
288	Compressive Strength Single Mix	each	No Bid	X
289	Flexural Strength Additional Mixes	each	No Bid	X
290	Flexural Strength Single Mix	each	No Bid	X
291	Maturity Meter Calibration and Report (does not include probes)	each	$850.00	
292	Maturity Meter Probes	each	$185.00	
293	Mini-Mixes	each	No Bid	X
294	Mix with Lightweight Aggregate (additional charge per mix)	each	No Bid	X
295	Time of Sets	each	No Bid	X
Additional Services				
296	Earthwork and Compaction Testing	hour	$70.00	
297	Drilled Pier Installation	hour	$75.00	
298	Proof Load of Anchor or Dowels	hour	No Bid	X

Line Item	Description	Unit of Measure	Unit Cost	No Bid
EQUIPMENT & MATERIALS (must include operator)				
299	2 WD and/or Field Vehicle (excludes mileage)	project	$0.00	
300	4 WD Vehicle (excludes mileage)	project	$0.00	
301	ACM Core Sampling Core Tubes	each	No Bid	X
302	Air Sampling Cassettes	each	No Bid	X
303	Air Sampling Pump	project	No Bid	X
304	Anchor Load Test Equipment	project	No Bid	X
305	Combustible Gas Meter (LEL/O2)	project	No Bid	X
306	Concrete Coring Equipment	project	$110.00	
307	Disposable Bailer	project	No Bid	X
308	Dissolved Oxygen Meter	project	No Bid	X
309	Drilling and Sampling with 4 Inch Auger	hour	No Bid	X
310	Drilling and Sampling with Hollow Auger	hour	No Bid	X
311	Drilling and Sampling with Track Mounted Rig	hour	No Bid	X
312	Field Sample Kit	each	No Bid	X
313	GPR Equipment	project	No Bid	X
314	Hand Auger Equipment	project	$100.00	

Line Item	Description	Unit of Measure	Unit Cost	No Bid
315	Inclinometer	project	No Bid	X
316	Interface Probe	project	No Bid	X
317	Nuclear Density Guage	project	$70.00	
318	Peristaltic Pump	project	No Bid	X
319	PID/FID	project	$120.00	
320	Rebar Locator (Pachometer)	project	No Bid	X
321	Tri-meter (pH, conductivity, temperature)	project	No Bid	X
322	Vapor Emission Kit	each	No Bid	X
323	X-Ray Florescence	project	No Bid	X
324	YSI Pro - Flow Cell (DO, ORP, pH, Temp, Conductivity)	project	No Bid	X

ADDITIONAL CONSULTANT TIME

For additional Consultant hours not included in Project Work Tasks above.

Line Item	Description	Unit of Measure	Unit Cost
PROFESSIONAL STAFF			
325	Principal Engineer	hour	$265.00
326	Principal Geologist	hour	$165.00
327	Principal Environmental Scientist	hour	$120.00

Line Item	Description	Unit of Measure	Unit Cost
328	Principal Certified Industrial Hygienist	hour	$0.00
329	Senior Engineer	hour	$180.00
330	Senior Geologist	hour	$165.00
331	Senior Environmental Scientist	hour	$165.00
332	Senior Project Manager	hour	$150.00
333	Senior Staff Engineer	hour	$100.00
334	Senior Staff Professional	hour	$85.00
335	Staff Engineer	hour	$95.00
336	Project Manager	hour	$95.00
337	Staff Geologist	hour	$95.00
338	Staff Environmental Scientist	hour	$95.00
339	Staff Professional	hour	$66.00
340	Laboratory Technician	hour	$70.00
341	GIS Analyst	hour	$0.00
342	Technical Illustrator	hour	$0.00
343	CAD Operator	hour	$100.00
344	Draftsperson	hour	$100.00

Line Item	Description	Unit of Measure	Unit Cost
FIELD STAFF			
345	Certified Asbestos	hour	$0.00
346	Lead Technician	hour	$0.00
347	Nondestructive Examination Technician	hour	$0.00
348	3rd Party Special Inspector	hour	$75.00
349	Special Inspector Structural Steel, Welding, Fireproofing	hour	$105.00
350	Field Operations Manager	hour	$150.00
351	Supervisory Technician	hour	$100.00
352	Special Inspector for Reinforced/Prestressed Concrete, Reinforced Masonry	hour	$75.00
353	Senior Technician	hour	$75.00
354	Field Professional	hour	$70.00
355	Technician	hour	$70.00
ADMINSTATIVE STAFF			
356	Geotechnical Assistant	hour	$66.00
357	Environmental Assistant	hour	$66.00
358	Laboratory Assistant	hour	$66.00
359	Information Specialist	hour	$66.00

Line Item	Description	Unit of Measure	Unit Cost
360	Data Processor	hour	$66.00
361	Clerical	hour	$66.00
SPECIALIZED STAFF			
362	Expert Witness Testimony	hour	$0.00

ADDITIONAL COSTS - COST PLUS PERCENT

For additional costs not included in Project Work Tasks above.

Line Item	Description	Unit of Measure	Unit Cost
363	Reimbursable Expenses	Cost Plus Percent	$15.00
364	Subconsultants	Cost Plus Percent	$15.00

ADDITIONAL COSTS (NOT PREVIOUSLY LISTED ABOVE)

For additional Consultant hours not included in Project Work Tasks above. NOTE: Travel, Mileage, and Per Diem will not be considered - all locations will be in Pueblo City Limits

Line Item	Description	Unit of Measure	Unit Cost
OTHER CHARGES			
365	Reproduction	Each	$0.00
366	Prints (11" x17", 18" x 24")	Each	$0.00
367	Prints (24" x 36")	Each	$0.00

Schedule 3

Identification of Personnel, Subcontractors, and Task Responsibility

Excerpt from Consultant's Proposal dated May 8, 2024, Tab 4

Duane P. Craft, P.E.

Associate Principal / Senior Geotechnical Engineer



Education
B.S. Geological Engineering, CO School of Mines, Golden, CO 1994

Professional Registration
Professional Engineer- CO

Professional Affiliations
- American Society Of Civil Engineers (ASCE)
- CO Association of Geotechnical Engineers (CAGE)

Qualifications Summary

Mr. Craft has over **28 years of experience** in the areas of geotechnical engineering, subsurface exploration, project management, and construction inspection and materials testing. He prepares geotechnical engineering reports and manages construction materials testing for a variety of project types such as highways and bridges, utility infrastructure, and commercial developments. He routinely performs analyses and develops recommendations for shallow and deep foundations, and earth retaining walls. He has extensive experience in design of flexible and rigid pavements, including subgrade stabilization methods utilizing geogrid, and chemical treatments such as lime, flyash and cement.

Professional Experience

- **Swallows Charter School** (Pueblo, CO): Geotechnical Engineering Study for two buildings.
- **Pueblo Board of Water Works, Two Elevated Water Tanks, Vestas Northeast of Lime Road and Future Greenhorn Drive** (Pueblo, CO): Geotechnical Engineering Investigation for foundation design.
- **Wind Turbine Manufacturing Facility** (Pueblo, CO): Geotechnical Engineering Study for large industrial buildings, utilities, and pavements.
- **Stadium Boulevard Drainage Improvements, U.S. Air Force Academy** (Colorado Springs, CO): Geotechnical engineering study for a drainage crossing improvements on Stadium Boulevard approximately 0.3 miles north of Community Center Drive on U.S. Air Force Academy property. At the time of our report, design is anticipated to include new inlets and rigid storm pipe at various locations along the alignment.
- **Monument Hill Road** (El Paso County, CO): Geotechnical Study for approximately 2.4 miles of proposed roadway improvement.
- **Chestnut Street Realignment at Fillmore Street** (Colorado Springs, CO): Geotechnical Study for new pavements and retaining walls.
- **Hodgen Road Improvements, Phase 1 and** 2 (El Paso County, CO): Geotechnical Engineering Study for approximately 6 miles of new roadway.
- **Meridian Road Improvements – Woodmen Road to Rex Road** (El Paso County, CO): Geotechnical Engineering Study for approximately 4 miles of new pavement.
- **Garland Street Reconstruction** (La Veta, CO): Geotechnical Engineering study for reconstruction of city block.
- **Woodmen Road Corridor Improvements, Powers Boulevard to US 24** (Colorado Springs, CO): Geotechnical Engineering Investigations for new pavements, overlay reconstruction and foundation construction for bridges, drainage structures and retaining walls.
- **Baptist Road-Hodgen Road Connection, Phase 1 and 2** (El Paso County, CO): Pavement Design Report for proposed new roadway and roadway reconstruction.
- **Hwy 83 Realignment, Shoup to Powers Boulevard** (Colorado Springs, CO): Geotechnical Engineering Investigation for proposed bridge, MSE walls and pavement design.
- **Woodmen Road/Powers Boulevard Interchange** (Colorado Springs, CO): Geotechnical Engineering Investigation for proposed bridge, MSE walls, slope stability, pavement design and life cycle cost analysis.
- **Woodmen Road/I-25 Interchange Improvements** (Colorado Springs, CO): Geotechnical Engineering Investigation for bridge structures and retaining walls, pavement design and life cycle cost analysis.
- **Interchange Reconstruction - Union Boulevard and Austin Bluffs Parkway** (Colorado Springs, CO): Geotechnical Engineering Studies provided to address new bridges, retaining walls and pavements.
- **Marksheffel Road Improvements** (Colorado Springs, CO): Geotechnical Engineering Study for roadway improvements, including a new bridge over the East Fork Sand Creek drainage.
- **Big Johnson Reservoir Waterline** (El Paso County, CO): Geotechnical Engineering Investigation for 2.3 miles of waterline.

Arben Kalaveshi, P.E.

Senior Project Engineer



Education
University of Colorado at Colorado Springs
B.S., Mechanical Engineering, 2002

Professional Registration
Registered Professional Engineer:
Colorado License No. 45969

Professional Affiliations
Colorado Association of Geotechnical Engineers (CAGE)

American Society of Civil Engineers (ASCE)

Qualifications Summary

Mr. Kalaveshi has over **20 years of experience** in the geotechnical engineering and construction materials testing industry. He is responsible for the development and implementation of geotechnical investigations and providing analysis and recommendations for commercial, municipal, and residential projects, and has significant experience in the installation and measurement of geotechnical instrumentation including slope inclinometers, extensometers, and groundwater sampling wells as well as in slope stability analysis.

His background includes conducting construction observations for various municipal and commercial projects, including the inspection of reinforcing steel in several residential and commercial buildings; as well as, for drilled shaft foundations, and is experienced in reading plans and specifications.

Professional Experience

- **Bonaventure Senior Living Facility** (Pueblo, CO): Provided multiple geotechnical studies to investigate the cause of ongoing settlement at the facility, and to develop recommendations for mitigation and repair.
- **East High School** (Pueblo, CO): Providing the engineering consultation during the construction for East High School.
- **Centennial High School** (Pueblo, CO): Providing the engineering consultation during the construction for Centennial High School.
- **Chavez Huerta Prep Academy** (Pueblo. CO): Provided peer technical review for the geotechnical investigation for the new middle school and transportation facility.
- **Pueblo Memorial Airport Runway Reconstruction** (Pueblo, CO): Conducted a geotechnical investigation for the reconstruction and rehabilitation of the existing runways and taxiways using FAA design methodology.
- **Founder's Parkway and Crowfoot Valley Road Expansion Project** (Castle Rock, CO): Conducted a geotechnical investigation and construction support for the construction of about 7,000 lineal feet of new roadway, and about 650 feet of retaining wall. Roadway pavement recommendations were developed using both AASHTO 1993 methodology, and CDOT's newly adopted Mechanistic-Empirical design procedure.
- **Powers and I-25 Interchange Project** (Colorado Springs, CO): Conducted a geotechnical investigation for the construction of about 5 miles of new two and three-lane roadway, including 6 bridge structures, and 5 box culverts. Roadway pavement recommendations were developed using CDOT's newly adopted Mechanistic-Empirical design procedure. Special considerations included pervious soils and the presence of groundwater above the anticipated cut depths of up to about 40 feet.
- **Cottonwood Drive Expansion Project** (Parker, CO): Conducted geotechnical investigation for the expansion of Cottonwood Drive including the addition of a new 5-span bridge section over Cherry Creek. Construction of a partial foundation was completed during the construction of the original bridge over 25 years ago. Analysis and review of the in-place foundation elements was included in providing LRFD recommendations using the existing elements to reduce overall construction costs. Construction of this project is planned soon.
- **Colorado Center Re-pavement** (El Paso County, CO): Provided recommendations for the rehabilitation or reconstruction of the existing pavement within the 135-acre subdivision.
- **States Avenue Force Main and Lift Station** (Pueblo West, CO): Conducted a geotechnical investigation for the construction of about 15,000 feet of new sewer line, and a lift station with a capacity of just under 1,000,000 gallons per day.
- **Wildhorse Reuse Line** (Pueblo West, CO): Provided a geotechnical report for the construction of an 18-inch diameter main line extending about 4 miles. Included recommendations for water diversion structures.

Brandon K. Barker

Associate Principal/
Construction Services
Supervisor



Education

B.S. Business Management, University of Northern Colorado, 1998

Professional Certifications

- CAPA Level A
- ACI Field Grade 1
- ACI Floor Dipstick Profiler
- WAQTC
- Nuclear Density Gauge
- OSHA 10-Hour

Qualifications Summary

Mr. Barker has over **31 years of experience** in the construction observation and materials testing field. He has experience in a wide range of projects including bridges, CDOT and county roadways, high-rise buildings, and mass overlot fill construction. He has extensive experience in observation of drilled piers, soils, concrete and asphalt, both structural and non-structural masonry, and reinforcing steel. He directly communicates with, and is liaison for, contractors and owners on field quality control and quality assurance testing. His laboratory experience includes such tasks as concrete compressive strength testing, soils tests including: Proctors, gradations, Atterberg limits and swell consolidation tests. He is knowledgeable in concrete and asphalt coring and logging exploratory soil borings.

Professional Experience

- **University of Colorado at Colorado Springs Village at Alpine Valley, aka First Year Exp. Housing Facility** (Colorado Springs, CO): construction observation and materials testing services.
- **University of Colorado at Colorado Springs Parking Garage and Recreation Field** (Colorado Springs, CO): construction observation and materials testing services.
- **Biolife Plasma Services Center** (Colorado Springs, CO): construction observation and materials testing services.
- **Cheyenne Mountain High School** (Colorado Springs, CO): construction observation and materials testing services.
- **Big Sandy PK-12 School Facility** (Simla, CO): construction observation and materials testing for new school development.
- **Ellicott Elementary School and High School** (Ellicott, CO): construction services manager, field observations of footings and drilled piers with construction materials testing of soils, concrete, masonry, asphalt and reinforcing steel. Elementary school building additions and High School building renovations.
- **Calhan High School** (Calhan, CO): construction services manager, structural steel inspection.
- **Vista Ridge High School** (Colorado Springs, CO): construction services manager, varsity locker room addition construction materials testing, structural steel inspection.
- **Falcon High School #3** (El Paso County, Falcon, CO): construction services manager, field observations of footings, drilled piers and testing of soils, concrete, masonry, asphalt, and reinforcing steel. Black Forest Road extension testing/sampling of roadway embankment including asphalt and soils.
- **Pikes Peak School of Expeditionary Learning** (Falcon, CO): construction materials testing of soils, concrete, masonry, asphalt and reinforcing steel.
- **CDOT, I-25 North Design Build** (Colorado Springs, CO): construction services manager, field observation and testing.
- **Montrose Regional Airport - Schedules 1, 2, 3** (Montrose, CO): Construction Services Manager, field observation and testing.
- **USAFA - Laboratory Testing** (Colorado Springs, CO): Construction Services Manager, miscellaneous materials laboratory testing services.
- **Powers Boulevard and Woodmen Road** (Colorado Springs, CO): construction services manager, roadway embankment laboratory testing.
- **Woodmen Road Expansion, Tutt Boulevard to Black Forest Road** (Colorado Springs, CO): construction services manager, roadway embankment laboratory testing.
- **Irving Middle School** (Colorado Springs, CO): Construction Services Manager, Field observations of footings and drilled piers with Construction Materials Testing of soils, concrete, masonry, asphalt and reinforcing steel.

James Kristiansen

Engineering Technician

Professional Certifications

- ACI Concrete Field Testing Technician – Grade 1
- LabCAT Level A – Laydown
- Nuclear Gauge Safety Training
- NICET Highway Construction Inspector Level IV
- OSHA 10-Hour Construction Safety and Health

Qualifications Summary

James Kristiansen has more than **12 years of experience** in the construction and materials engineering and field. His experience includes field and laboratory testing for during the construction phase of projects for all market sectors including commercial, retail, office/warehouse, mixed-use/residential, transportation/infrastructure and water/wastewater projects. His testing and observation capabilities are listed below followed by project experience.

Testing Capabilities

- **Earthwork Observation and Testing:** Observation and testing of building pad construction, miscellaneous subgrade preparation, wall and utility backfill.
- **Cast in Place Concrete Observation and Testing:** Observation and testing of fresh concrete for slump, air content, unit weight and temperature. Compressive strength test specimen fabrication for determination of compressive strength.
- **Reinforcing Steel Observation:** Observation of reinforcing steel placement in cast in place structural concrete and other miscellaneous concrete, including flatwork. The reinforcing steel is documented for size, number, grade, placement and compliance with project specifications.
- **Post-Tension Observation:** Observation of post-tension tendons and reinforcing steel placement. Post-tension tendons are documented for size, number and location prior to concrete placement and for elongation during stressing operations.
- **Masonry Materials Sampling and Testing:** Observation and documentation of structural masonry construction including observation of placement of the masonry units, masonry reinforcing steel and cleanouts, checking grout procedures and placement of imbed plates. Sampling of grout and mortar for fabrication of compressive strength test specimens and observe the fabrication of block masonry prisms.
- **Floor Flatness:** Observation and documentation of the floor flatness of the elevator lobby slabs.
- **Asphalt Observation and Testing:** Observation and testing of the placement of hot mix asphalt material. Asphalt sampling for testing in our laboratory for determination of aggregates and oil content.
- **Drilled Pier Observation:** Observation of pier construction, determining the proper bedrock strata, checking for compliance with the project plans and specifications, observation and documenting placement of reinforcing steel and documenting general pier construction.

Professional Experience

- **USAFA Hotel & Conference Center** (Colorado Springs, CO): Concrete, rebar, soils, masonry, construction observation
- **Fountain Fort Carson SD 8 Arena** (Fountain, CO): soil and concrete testing, reinforcing steel documentation, masonry, and grouted pile documentation.
- **I-25 and SH 21 Interchange** (El Paso County, CO): lead / senior field technician involved with daily coordination, performed and over saw soil and concrete testing, field observation, reinforcing steel documentation, and quality assurance documentation. 2 years
- **Victory Ridge Development** (Colorado Springs, CO): soil and concrete testing, and reinforcing steel documentation.
- **Numerous Multifamily / Apartments** (Colorado Springs and Castle Rock, CO): soil and concrete testing, reinforcing steel documentation, post-tensioning documentation, masonry, and asphalt.

Jesse Conner

Engineering Technician

Professional Certifications

- ACI Concrete Field Testing Technician – Grade 1
- Nuclear Gauge Safety Training
- OSHA 10-Hour Construction Safety and Health

Qualifications Summary

Jesse Conner has more than **2 years of experience** in the construction and materials engineering and field. His experience includes field and laboratory testing for during the construction phase of projects for all market sectors including commercial, retail, office/warehouse, mixed-use/residential, transportation/infrastructure and water/wastewater projects. His testing and observation capabilities are listed below followed by project experience.

Testing Capabilities

- **Earthwork Observation and Testing:** Observation and testing of building pad construction, miscellaneous subgrade preparation, wall and utility backfill.
- **Cast in Place Concrete Observation and Testing:** Observation and testing of fresh concrete for slump, air content, unit weight and temperature. Compressive strength test specimen fabrication for determination of compressive strength.
- **Reinforcing Steel Observation:** Observation of reinforcing steel placement in cast in place structural concrete and other miscellaneous concrete, including flatwork. The reinforcing steel is documented for size, number, grade, placement and compliance with project specifications.
- **Masonry Materials Sampling and Testing:** Observation and documentation of structural masonry construction including observation of placement of the masonry units, masonry reinforcing steel and cleanouts, checking grout procedures and placement of imbed plates. Sampling of grout and mortar for fabrication of compressive strength test specimens and observe the fabrication of block masonry prisms.
- **Asphalt Observation and Testing:** Observation and testing of the placement of hot mix asphalt material. Asphalt sampling for testing in our laboratory for determination of aggregates and oil content.

Professional Experience

- **USAFA Hotel & Conference Center** (Colorado Springs, CO): Concrete, rebar, soils, masonry, construction observation
- **Victory Ridge Filing F** (Colorado Springs, CO): Concrete
- **Colorado Springs Utilities Emergency Response On-Call** (Various Locations): Soil, concrete, asphalt
- **D49 Transportation Center** (Peyton, CO): Concrete
- **Fuller Substation** (Colorado Springs, CO): Concrete

Josh Tomlinson

Engineering Technician

Education

Community Prep Charter School

Professional Certifications

- ACI Concrete Field Testing Technician - Grade 1
- LabCAT Level A - Laydown
- WAQTC Embankment & Base Testing Technician
- OSHA 10-Hour Construction Safety and Health
- Nuclear Gauge Safety Training
- HILTI Adhesive Anchors

Qualifications Summary

Mr. Tomlinson is a field and laboratory testing technician with **9 years of experience** in materials testing. Mr. Tomlinson has spent a majority of his time with Kumar and Associates performed concrete and soils testing. In his time with Kumar, Mr. Tomlinson has successfully demonstrated abilities in testing. Completing multiple certifications, and scheduled to complete both WAQTC and CAPA. Mr. Tomlinson is not only active in field testing, but also has in depth knowledge of laboratory testing. He is proficient in proctors, gradations, atterbergs, and the compressive strength testing of concrete. Mr. Tomlinson is very eager to learn and expand his knowledge of construction materials testing.

Testing Capabilities

- **Earthwork Observation and Testing:** Observation and testing of building pad construction, miscellaneous subgrade preparation, wall and utility backfill.
- **Cast in Place Concrete Observation and Testing:** Observation and testing of fresh concrete for slump, air content, unit weight and temperature. Compressive strength test specimen fabrication for determination of compressive strength.
- **Reinforcing Steel Observation:** Observation of reinforcing steel placement in cast in place structural concrete and other miscellaneous concrete, including flatwork. The reinforcing steel is documented for size, number, grade, placement and compliance with project specifications.
- **Asphalt Observation and Testing:** Observation and testing of the placement of hot mix asphalt material. Asphalt sampling for testing in our laboratory for determination of aggregates and oil content.
- **Drilled Pier Observation:** Observation of pier construction, determining the proper bedrock strata, checking for compliance with the project plans and specifications, observation and documenting placement of reinforcing steel and documenting general pier construction.

Professional Experience

- **Ent Credit Union** (Pueblo, CO): Concrete testing
- **State Highway 69** (Huerfano County, CO): Asphalt and soils testing
- **City of Colorado Springs 2C** (Various Locations): Concrete testing
- **Woodmen Road Corridor Improvement Project Phase 2** (Colorado Springs, CO): Concrete testing
- **CDOT Sand Shed** (Kit Carson, CO): Concrete testing
- **Colorado Springs Utilities On-Call, Multiple Projects** (Various Locations): Soils and base course testing
- **University Park Pedestrian Bridge** (Colorado Springs, CO): Soils, concrete and reinforcing steel documentation
- **Acadmey Bridge over Cottonwood Creek Improvements** (Colorado Springs, CO): Concrete, asphalt, and soil density testing
- **Widefield Water Treatment Plant** (Widefield, CO): Soils and concrete testing
- **Mesa Water Treatment Plant** (Colorado Springs, CO): Concrete and soils testing
- **West Colorado Avenue** (Colorado Springs, CO): Soils testing
- **Pikes Peak Region Peace Officers Memorial** (Colorado Springs, CO): Concrete testing
- **Dublin Boulevard Widening** (Colorado Springs, CO): Asphalt, concrete and soils testing
- **Security Sanitation** (Fountain, CO): Soils and concrete testing
- **CDOT Sand Shed** (Walsenburg, CO): Concrete testing and reinforcing steel documentation
- **Wolf Ranch Pump Station** (Colorado Springs, CO): Soil densities
- **UCCS Hybl Sports Medicine and Performance Center** (Colorado Springs, CO): Piers and soils testing
- **UC Health** (Colorado Springs, CO): Piers, soils, concrete, and asphalt testing

Additional Information for Master Contract

Proposer's Agreement to Special Funding Requirements

System for Award Management (SAM.gov) Registration

Certificate of Good Standing

Affirmative Action Plan - To be added prior to contract signatures

PERA Questionnaire - To be added prior to contract signatures

Insurance Certificate(s) - To be added prior to contract signatures

COMPLETE AND RETURN THIS PAGE

ACKNOWLEDGEMENT OF FUTURE FUNDING FORMS

A sample of the Required Funding Forms are attached:

- Certification Regarding Byrd Anti-Lobbying
- Affidavit of Small Business Participation
- Bidder's Certification for Debarment, Suspension, Ineligibility, and Voluntary Exclusion
- Lobbying Restrictions Form

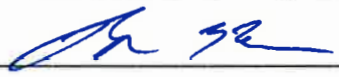
Notices:

- The funding forms may be updated to the most recent version to correspond to each future agreement/work order as assigned and Consultant shall complete the required funding forms for each agreement/work order as assigned.
- The funding source requirements may require additional/revised forms that will be issued to the Consultant at the time of request for project proposal.

Acknowledgement:

Bidder acknowledges receipt and review of the funding forms attached hereto. Additionally, bidder certifies that they will complete the required funding forms for each project as assigned or City may reject Consultant proposal for that work if Consultant is unable to complete the required funding forms as applicable at that time.

Consultant Company Name: Kumar & Associates, Inc.

Authorized Signature for Company: 

Printed Name/Title: Ryan Kumar, P.E. - President

Date: 5/8/2024

SAM.GOV®

KUMAR AND ASSOCIATES, INC.

REVIEWED
By Christina Garcia at 10:59 am, Oct 01, 2024

Unique Entity ID	CAGE / NCAGE	Purpose of Registration
Y7S1LEBADJ93	**3TNY6**	**All Awards**
Registration Status	Expiration Date	
Active Registration	**May 10, 2025**	
Physical Address	Mailing Address	
2390 S Lipan ST **Denver, Colorado 80223-4211** **United States**	**2390 South Lipan ST** **Denver, Colorado 80223-4211** **United States**	

Business Information

Doing Business as	Division Name	Division Number
KUMAR & ASSOCIATES INC	**(blank)**	**(blank)**
Congressional District	State / Country of Incorporation	URL
Colorado 01	**Colorado / United States**	**www.kumarusa.com**

Registration Dates

Activation Date	Submission Date	Initial Registration Date
May 14, 2024	**May 10, 2024**	**Jun 30, 2021**

Entity Dates

Entity Start Date	Fiscal Year End Close Date
Mar 23, 1989	**Dec 31**

Immediate Owner

CAGE	Legal Business Name
(blank)	**(blank)**

Highest Level Owner

CAGE	Legal Business Name
(blank)	**(blank)**

Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

Proceedings Questions

Registrants in the System for Award Management (SAM.gov) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2. C.F.R. 200 Appendix XII. Their responses are displayed in the responsibility/qualification section of SAM.gov. Maintaining an active registration in SAM.gov demonstrates the registrant responded to the proceedings questions.

Exclusion Summary

Active Exclusions Records?

No

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

Business Types

Entity Structure	Entity Type	Organization Factors
Corporate Entity (Not Tax Exempt)	**Business or Organization**	**(blank)**
Profit Structure		
For Profit Organization		

Socio-Economic Types

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Financial Information

Accepts Credit Card Payments	Debt Subject To Offset
Yes	**No**

EFT Indicator	CAGE Code
0000	**3TNY6**

Points of Contact

Electronic Business

Katie Bachofer, Associate Principal Business Development

2390 South Lipan Street
Denver, Colorado 80223
United States

Katie Bachofer, Associate Principal/Business Development

2390 South Lipan Street
Denver, Colorado 80223
United States

Government Business

Ryan Kumar, President

2390 South Lipan Street
Denver, Colorado 80223
United States

Past Performance

Ryan Kumar, President

2390 South Lipan Street
Denver, Colorado 80223
United States

Service Classifications

NAICS Codes

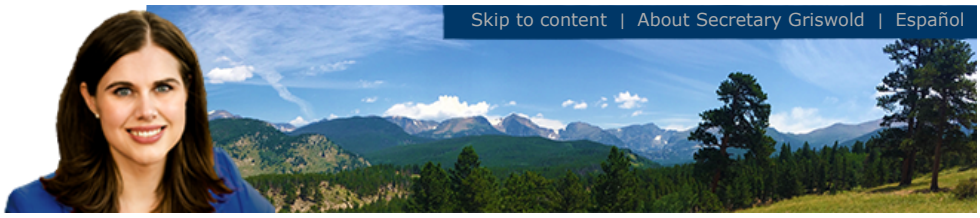
Primary	NAICS Codes	NAICS Title
Yes	**541330**	**Engineering Services**
	541380	**Testing Laboratories And Services**
	541620	**Environmental Consulting Services**

Product and Service Codes

PSC	PSC Name
B519	**Special Studies/Analysis- Geotechnical**
B532	**Special Studies/Analysis- Soil**
C1JB	**Architect And Engineering- Construction: Testing And Measurement Buildings**
H356	**Inspection- Construction And Building Materials**
H999	**Other Quality Control, Testing, And Inspection- Miscellaneous**

Disaster Response

This entity does not appear in the disaster response registry.



Summary

For this Record...
Filing history and documents
Trade names
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

Details			
Name	KUMAR AND ASSOCIATES, INC.		
Status	Good Standing	**Formation date**	03/23/1989
ID number	19891024374	**Form**	Corporation
Periodic report month	March	**Jurisdiction**	Colorado
Principal office street address	2390 S Lipan St, Denver, CO 80223, US		
Principal office mailing address	2390 S Lipan St, Denver, CO 80223, US		

Registered Agent	
Name	Renata Stemp
Street address	2390 S Lipan Street, Denver, CO 80223, United States
Mailing address	2390 S Lipan Street, Denver, CO 80223, United States

Log in to secure business filing

Filing history and documents

Trade names

Get a certificate of good standing

Get certified copies of documents

File a form

Subscribe to email notification

Unsubscribe from email notification

Subscribe to text notification

Unsubscribe from text notification

Back

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

KUMAR AND ASSOCIATES, INC.

is a

Corporation

formed or registered on 03/23/1989 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 19891024374 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 09/30/2024 that have been posted, and by documents delivered to this office electronically through 10/01/2024 @ 11:40:40 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 10/01/2024 @ 11:40:40 in accordance with applicable law. This certificate is assigned Confirmation Number 16435220 .

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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City Clerk's Office Item # M14

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: October 15, 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 JOSHUA CARPENTER AND JACQUELINE RUTHERFORD TO SERVE A THREE-YEAR TERM EXPIRING NOVEMBER 1, 2027, ON THE PUEBLO STREETSCAPE ADVISORY COMMITTEE

SUMMARY:

This Resolution confirms the appointment by the Mayor of Joshua Carpenter and Jacqueline Rutherford to serve a three-year term expiring November 1, 2027, on the Pueblo Streetscape Advisory Committee.

PREVIOUS COUNCIL ACTION:

The Mayor has made appointments to boards and commissions selecting individuals to serve terms which expire during a particular calendar year and presented them to Council for approval.

BACKGROUND:

Due to term expirations, there are two positions available to serve a 3-year term on the Pueblo Streetscape Advisory Committee. Jacqueline Rutherford has reapplied and is eligible for reappointment.

FINANCIAL IMPLICATIONS:

This is a volunteer committee and members serve without compensation.

BOARD/COMMISSION RECOMMENDATION:

N/A

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STAKEHOLDER PROCESS:

N/A

ALTERNATIVES:

Remove from the agenda and re-advertise for additional applications.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

None

Docusign Envelope ID: ECD5E34E-CC87-49FB-BF59-4EED42790744

RESOLUTION NO. 15789

A RESOLUTION CONFIRMING THE APPOINTMENT BY THE MAYOR OF JOSHUA CARPENTER AND JACQUELINE RUTHERFORD TO SERVE A THREE-YEAR TERM EXPIRING NOVEMBER 1, 2027, ON THE PUEBLO STREETSCAPE ADVISORY COMMITTEE

WHEREAS, Mayor Heather Graham has requested confirmation by the City Council of her appointment of Joshua Carpenter and Jacqueline Rutherford to the Pueblo Streetscape Advisory Committee; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The appointment by the Mayor of Joshua Carpenter and Jacqueline Rutherford to the Pueblo Streetscape Advisory Committee to serve a three-year term expiring November 1, 2027, shall be and is hereby confirmed by the City Council.

SECTION 2.

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

SECTION 3.

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

INTRODUCED: October 15, 2024

BY: Roger Gomez
MEMBER OF CITY COUNCIL

APPROVED: DocuSigned by: Mark Aliff B7A4F51823AB462...
PRESIDENT OF CITY COUNCIL

ATTESTED BY: Signed by: 330F90D300E24F8...
DEPUTY CITY CLERK

Docusign Envelope ID: ECD5E34E-CC87-49FB-BF59-4EED42790744

City Clerk's Office Item # M15

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: October 15, 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 VELISSIA ARZAPALO TO COMPLETE A THREE-YEAR TERM EXPIRING DECEMBER 31, 2025, ON THE PUEBLO HUMAN RELATIONS COMMISSION

SUMMARY:

This Resolution confirms the appointment by the Mayor of Velissia Arzapalo to complete a three-year term expiring on December 31, 2025 on the Pueblo Human Relations Commission.

PREVIOUS COUNCIL ACTION:

The Mayor has made appointments to boards and commissions selecting individuals to serve terms which expire during a particular calendar year and presented them to Council for approval.

BACKGROUND:

Due to the resignation of Roxy Pignanelli, there is one City appointment available 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

Docusign Envelope ID: ECD5E34E-CC87-49FB-BF59-4EED42790744

ALTERNATIVES:

Remove from the agenda and re-advertise for additional applications.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

None

Docusign Envelope ID: ECD5E34E-CC87-49FB-BF59-4EED42790744

RESOLUTION NO. 15790

A RESOLUTION CONFIRMING THE APPOINTMENT BY THE MAYOR OF VELISSIA ARZAPALO TO COMPLETE A THREE-YEAR TERM EXPIRING DECEMBER 31, 2025, ON THE PUEBLO HUMAN RELATIONS COMMISSION

WHEREAS, Mayor Heather Graham has requested confirmation by the City Council of her appointment of Velissia Arzapalo 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 Velissia Arzapalo to the Pueblo Human Relations Commission to complete a three-year term expiring December 31, 2025, 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: October 15, 2024

BY: Roger Gomez
MEMBER OF CITY COUNCIL

APPROVED: DocuSigned by: Mark Aliff B7A4F51823AB402...
PRESIDENT OF CITY COUNCIL

ATTESTED BY: Signed by: 330F90D300E24F8...
DEPUTY CITY CLERK

Docusign Envelope ID: ECD5E34E-CC87-49FB-BF59-4EED42790744

City Clerk's Office Item # M15

Background Paper for Proposed Presentation

COUNCIL MEETING DATE: October 15, 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 RAYMOND CHAVEZ, JR. TO COMPLETE A FOUR-YEAR TERM EXPIRING JANUARY 1, 2026, ON THE HISTORIC PRESERVATION COMMISSION

SUMMARY:

This Resolution confirms the appointment by the Mayor of Raymond Chavez, Jr. to complete a four-year term expiring January 1, 2026, on the Historic Preservation Commission.

PREVIOUS COUNCIL ACTION:

The Mayor has made appointments to boards and commissions selecting individuals to serve terms which expire during a particular calendar year and presented them to Council for approval.

BACKGROUND:

Due to the resignation of Jocelynn Martinez, there is one appointment available to complete a four-year term on the Historic Preservation Commission.

FINANCIAL IMPLICATIONS:

This is a volunteer committee and members serve without compensation.

BOARD/COMMISSION RECOMMENDATION:

N/A

STAKEHOLDER PROCESS:

N/A

Docusign Envelope ID: ECD5E34E-CC87-49FB-BF59-4EED42790744

ALTERNATIVES:

Remove from the agenda and re-advertise for additional applications.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

None

Docusign Envelope ID: ECD5E34E-CC87-49FB-BF59-4EED42790744

RESOLUTION NO. 15791

A RESOLUTION CONFIRMING THE APPOINTMENT BY THE MAYOR OF RAYMOND CHAVEZ, JR. TO COMPLETE A FOUR-YEAR TERM EXPIRING JANUARY 1, 2026, ON THE HISTORIC PRESERVATION COMMISSION

WHEREAS, Mayor Heather Graham has requested confirmation by the City Council of her appointment of Raymond Chavez, Jr. to the Historic Preservation Commission; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The appointment by the Mayor of Raymond Chavez, Jr. to the Historic Preservation Commission to complete a four-year term expiring January 1, 2026, shall be and is hereby confirmed by the City Council.

SECTION 2.

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

SECTION 3.

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

INTRODUCED: October 15, 2024

BY: Roger Gomez
MEMBER OF CITY COUNCIL

APPROVED: DocuSigned by: Mark Aliff B7A4F51823AB462...
PRESIDENT OF CITY COUNCIL

ATTESTED BY: Signed by: 330E90D300E24E8...
DEPUTY CITY CLERK

Docusign Envelope ID: ECD5E34E-CC87-49FB-BF59-4EED42790744

City Clerk's Office Item # M16

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: October 15, 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-24-37) TO THE YMCA OF PUEBLO FOR THE USE OF ONE LANE OF SPAULDING AVENUE AND ONE LANE OF PARKER BLVD. FOR THEIR 2024 YMCA SPOOKY SPRINT 5K RUN/WALK EVENT

SUMMARY:

Attached is a draft Revocable Permit (REV-24-37) submitted by the YMCA of Pueblo.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The YMCA of Pueblo has submitted a Revocable Permit application (REV-24-37) for the use of one lane of Spaulding Avenue and one lane of Parker Blvd on October 26, 2024, from 7:00 a.m. to 11:00 a.m. for their 2024 YMCA Spooky Sprint 5K run/walk event. Participants will start at the YMCA of Pueblo entrance, head north on Spaulding, turn right onto Parker Blvd., run down to Family Worship Center and run back to the YMCA entrance.

FINANCIAL IMPLICATIONS:

None.

BOARD/COMMISSION RECOMMENDATION:

The Revocable Permit Review Committee recommends approval.

STAKEHOLDER PROCESS:

None.

Docusign Envelope ID: ECD5E34E-CC87-49FB-BF59-4EED42790744

ALTERNATIVES:

Failure to approve the Resolution will prevent the applicant from utilizing the right-of-way to host its event.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

None

Docusign Envelope ID: ECD5E34E-CC87-49FB-BF59-4EED42790744

RESOLUTION NO. 15792

A RESOLUTION AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT (REV-24-37) TO THE YMCA OF PUEBLO FOR THE USE OF ONE LANE OF SPAULDING AVENUE AND ONE LANE OF PARKER BLVD FOR THEIR 2024 YMCA SPOOKY SPRINT 5K RUN/WALK EVENT

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The attached Revocable Permit (REV-24-37) is authorized to be issued to the YMCA of Pueblo for the use of one lane of Spaulding Avenue and one lane of Parker Blvd on October 26, 2024, from 7:00 a.m. to 11:00 a.m., for their 2024 YMCA Spooky Sprint 5K run/walk event. Participants will start at the YMCA of Pueblo entrance, head north on Spaulding, turn right onto Parker Blvd., run down to Family Worship Center and run back to the YMCA entrance.

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-24-37).

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: October 15, 2024

BY: Roger Gomez
MEMBER OF CITY COUNCIL

APPROVED: DocuSigned by: Mark Aliff B7A4F51823AB402...
PRESIDENT OF CITY COUNCIL

ATTESTED BY: Signed by: 330F90D300E24F8...
DEPUTY 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: **YMCA of Pueblo 3200 E Spaulding Ave 7195435151**
2. Permitted Area: **One lane of Spaulding Ave and one lane of Parker Blvd will be closed. Participants start at the YMCA of Pueblo entrance, head north on Spaulding, turn right onto Parker Blvd, run down to Family Worship Center and run back to the YMCA entrance.**
3. Purpose of Revocable Permit: Closure of the permitted area to vehicular traffic to facilitate the 2024 YMCA Spooky Sprint 5K run/walk event.
4. Commencement Date: **October 26, 2024** Time: **7:00am**
5. Ending Date: **October 26, 2024** Time: **11:00am**

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 4th day of October, 2024.

PERMITTEE:

Organization or Individual: YMCA of Pueblo

By: Dirk Hodge

Title: Community program Director

STATE OF COLORADO)

COUNTY OF PUEBLO) SS..

The foregoing instrument was acknowledged before me the 4th day of October, 2024 by Dirk Hodge as Community Program Director.

My commission expires: _____.

TACY SUZETTE BARRY
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20234007982
MY COMMISSION EXPIRES 02/28/2027

Tacy Suzette Barry
Notary Public

~~APPROVED~~ this _____ day of _____, 20____.
PUEBLO, a Municipal Corporation

By _____

Heather Graham, Mayor

Docusign Envelope ID: ECD5E34E-CC87-49FB-BF59-4EED42790744

City Clerk's Office Item # M17

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: October 15, 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-24-33) TO THE HARP AUTHORITY FOR THE USE OF VICTORIA STREET FROM THE HARP PARKING LOT AT 101 SOUTH VICTORIA AVENUE TO GREENWOOD FOR THE PURPOSE OF FACILITATING A "FRIGHT NIGHT" EVENT

SUMMARY:

Attached is a Revocable Permit submitted by the HARP Authority.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The HARP Authority has submitted a Revocable Permit application (REV-24-33) requesting to close Victoria Street from the HARP Parking Lot at 101 South Victoria Avenue to Greenwood for the purpose of facilitating their "Fright Night" event on October 26, 2024, at 12:00 P.M. to 10:00 P.M.

FINANCIAL IMPLICATIONS:

None.

BOARD/COMMISSION RECOMMENDATION:

The Revocable Permit Review Committee recommends approval.

STAKEHOLDER PROCESS:

None

Docusign Envelope ID: ECD5E34E-CC87-49FB-BF59-4EED42790744

ALTERNATIVES:

Failure to approve the Resolution will prevent the applicant from utilizing the right-of-way to host its event.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. REV-24-33

Docusign Envelope ID: ECD5E34E-CC87-49FB-BF59-4EED42790744

RESOLUTION NO. 15793

A RESOLUTION AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT (REV-24-33) TO THE HARP AUTHORITY FOR THE USE OF VICTORIA STREET FROM THE HARP PARKING LOT AT 101 SOUTH VICTORIA AVENUE TO GREENWOOD FOR THE PURPOSE OF FACILITATING A "FRIGHT NIGHT" EVENT

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The attached Revocable Permit (REV-24-33) is authorized to be issued to the HARP Authority for the use of Victoria Street from the HARP Parking Lot at 101 South Victoria Avenue to Greenwood for the purpose of facilitating their "Fright Night" event.

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 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: October 15, 2024

BY: Roger Gomez
MEMBER OF CITY COUNCIL

APPROVED: DocuSigned by: Mark Aliff B7A4F51824AB462...
PRESIDENT OF CITY COUNCIL

ATTESTED BY: Signed by: 330F90D300E24E8...
DEPUTY 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: **HARP Authority 125 Riverwalk Place Pueblo, CO 81003 719-595-0242 125 Riverwalk Place Pueblo, CO 81003**
2. Permitted Area: **Victoria Street from the HARP Parking lot at 101 S Victoria Avenue to Greenwood**
3. Purpose of Revocable Permit: **Closure of the permitted area to vehicular traffic to facilitate a Fright Night Trick-or-Treat Event**
4. Commencement Date: **October 26, 2024** Time: **12:00pm**
5. Ending Date: **October 26, 2024** Time: **10:00pm**

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 7th day of Oct, 2024.

PERMITTEE:
Organization or Individual: HARP Authority
By: Shayla Keys
Title: REO Director

STATE OF COLORADO)

COUNTY OF PUEBLO) SS..

The foregoing instrument was acknowledged before me the 7th day of October, 2024 by Shayla Keys as REO- Director.

My commission expires: _____.

TACY SUZETTE BARRY
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20234007982
MY COMMISSION EXPIRES 02/28/2027

Tacy Suzette Barry
Notary Public

APPROVED this _____ day of _____, 20____.
PUEBLO, a Municipal Corporation

By _____

Heather Graham, Mayor

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: October 15, 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 AMENDING PUEBLO MUNICIPAL CODE ON MARIJUANA, REVISING 11-10-103, 11-10-201 THROUGH 11-10-204, 11-10-505, 11-11-103, 11-11-201 THROUGH 11-11-204, AND 11-11-505

SUMMARY:

Attached for consideration is a modification to the marijuana license procedure, both retail and medical licenses, authorizing the appointment of an administrative hearing officer for marijuana licensing matters. This move would serve to allow for more efficiency in the review of liquor licenses, simplify the process, prevent canceled meetings that delay the timelines of approval, allow for more flexibility in the hearing schedule, reduce the staff time necessary for onboarding and board appointments, result in better timing for liquor licensees, and allow for more knowledge in the liquor laws and legal processes and procedure.

PREVIOUS COUNCIL ACTION:

In 2010, 11-10-101 through 11-10-704 was added to the Pueblo Municipal Code (PMC) adding Medical Marijuana regulations. In 2014, 11-11-101 through 11-11-603 was added to the PMC adding Retail Marijuana regulations. The most recent update to these codes was in 2020.

BACKGROUND:

Most larger municipalities have moved to a system utilizing municipal courts to issue licenses and conduct hearings required by state marijuana statues and code. Colorado Springs, Fort Collins, Greeley, Centennial, and Boulder are such cities.

Currently, Pueblo has a Marijuana Licensing Board that meets once month to conduct business and hearings. The meeting is the third Thursday of the month at 5:30 p.m. As the City has limited the number of retail licenses, these meetings are almost entirely done by a consent agenda, typically reviewing license renewals and minor changes to ownership.

The marijuana regulations were written to accommodate either a board or a licensing authority. Therefore, the modifications are simpler, however, modifications to accommodate court processes were included.

FINANCIAL IMPLICATIONS:

This change would save the City money in staff overtime, as an assistant city attorney, licensing officer, security, and facilities staff must stay late each month to host these meetings. It would also save staff time.

BOARD/COMMISSION RECOMMENDATION:

This item was discussed with the Marijuana Board and there were no major concerns about the change. The individual members were mostly supportive of the change and agreed and understood the reasons why this change is being considered.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

If City Council does not approve this Ordinance, the Marijuana Licensing Board would continue to meet and conduct business.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. Ordinance

ORDINANCE NO.

AN ORDINANCE AMENDING PUEBLO MUNICIPAL CODE ON MARIJUANA, REVISING 11-10-103, 11-10-201 through 11-10-204, 11-10-505, 11-11-103, 11-11-201 through 11-11-204, and 11-11-505

WHEREAS, The City of Pueblo is a home rule municipality operating under a charter adopted pursuant to Article XX of the Colorado Constitution and vested with the authority by that article and the Colorado Revised Statutes to adopt ordinances for the regulation of land use and protection of the public health, safety and welfare; and

WHEREAS, in the exercise of this authority, the City Council has previously enacted Chapter 10, of Title XI of the Pueblo Municipal Code, concerning Medical Marijuana and Chapter 11, of Title XI of the Pueblo Municipal Code, concerning Retail Marijuana; and

WHEREAS, in order to ensure that the needs of the local business community to have prompt action on marijuana licenses are met, the Council finds it is beneficial to provide for an administrative hearing officer to conduct marijuana licensing actions, both retail and medical, to provide for the timely processing of marijuana licensing matters; and

WHEREAS, an administrative hearing officer would have a larger knowledge of marijuana laws, legal processes and procedures, and would provide more efficiency in review of applications, more flexibility with the hearing schedule, simply the process, allow for better timing for marijuana licensees, and provide the City a cost savings in terms of board payment and staff overtime, NOW, THEREFORE,

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

SECTION 1.

Section 11-10-103, 11-10-201 through 11-10-204, 11-10-505, 11-11-103, 11-11-201 through 11-11-204, and 11-11-505 to the Code is amended as follows (brackets indicate matter being deleted, underscoring indicates new matter being added):

Sec. 11-10-103. Definitions.

The following definitions shall apply throughout this Chapter:

(1) The definitions contained in Article XVIII, Section 14, Colorado Constitution and Section 44-10-103, C.R.S., shall apply to this Chapter except where the

ordinance provides a different definition or the context of this Chapter makes it clear that the statutory or constitutional definition does not apply.

(2) *Adjacent grounds[:]* means all areas that the licensee has a right to possess by virtue of his or her ownership or lease, which are outside the enclosed licensed premises, but adjacent and contiguous to the licensed premises, including but not limited to porches, patios, decks, entryways, lawns, parking lots and similar areas and all fixed and portable things in those areas, including but not limited to lights, signs, speakers and security devices.

(3) *Approve a license*[*:*] means [to find] that **the licensing authority has found that** the requirements for a license have been met[,]**. Such a finding** does not give the applicant the right to operate a medical marijuana facility**, which is only granted when**[until] the license is issued.

(4) *Authority*[*:*] means the Pueblo Medical Marijuana Licensing Authority, which may be either an individual hearing officer or a Board.

(5) *Character and record*[*:*] includes all aspects of a person's character and record, including but not limited to moral character, criminal record, serious traffic offenses, education, training, experience, civil judgments, truthfulness, honesty, financial responsibility, and records of previous sanctions against liquor licenses, gambling licenses**,** [or]marijuana licenses**, or business license of any kind**, which the person owned, in whole or in part, or in which the person served as a principal, manager or employee. The conviction of any person for any offense shall not, in itself, be grounds for a finding of bad character and record if such person demonstrates that he or she has been rehabilitated, but rehabilitation shall not be considered if a provision in this Chapter declares that the offense is a per se disqualification.

(6) *Complaint*[*:*] means a document filed with the Authority by the City, any of its Departments or the Authority itself, seeking sanctions against a medical marijuana license.

(7) *Contiguous*[*:*] means located within the same building as the medical marijuana facility, located in a separate building on the same parcel of land as the medical marijuana facility, or located in a separate building on a separate parcel of land that is adjacent to and shares at least fifty percent (50%) of a common lot line with the lot on which the medical marijuana facility is located.

(8) *Creditor*[*:*] means any person lending, paying or providing funds, directly or indirectly, to pay any part of the costs of[:] operating the medical marijuana facility, including but not limited to the costs of rent, mortgage payments, utilities, debt payments, supplies, product, equipment, advertising, vehicles, salary and wages.

(9) *Employee*[*:*] means the licensee's or proposed licensee's employees.

(10) *Harm or harmful to public health, safety or welfare*[*:*] means any matter that adversely affects the health, safety or welfare of any person or group of persons within the City of Pueblo or any adjacent community, including but not limited to**,** matters related to crime, lighting, security, traffic, graffiti, loitering,

litter, parking and noise. A showing of actual harm shall not be required and a showing of potential or threatened harm shall be sufficient. Any violation of any criminal statute or ordinance is per se substantially harmful to public health, safety and welfare, without any showing of actual or threatened harm. The mere possession, advertising, sale, cultivation, processing, smoking or ingestion of medical marijuana and medical marijuana products, when performed lawfully, shall not in itself be considered harmful to public health, safety and welfare.

(11) *In public*[*:*] means any area that the public may generally enter, including any business open to the public. The term includes the licensed premises and the adjacent grounds. The term includes persons in motor vehicles located in a public place.

(12) *Issue a license* means to finalize the license after a previous approval of the license, and may or may not occur after approval of the license, depending on any completions, inspections, approvals or conditions that the Authority may require to be satisfied before issuance. Issuance gives the licensee the right to operate a medical marijuana facility, provided that the licensee also obtains a State license.

(13) *Licensee*[*:*] means the person or entity holding a medical marijuana license under this Chapter.

(14) *Licensed premises*[*:*] means the area inside a building in which the cultivation, manufacture, processing, possession, weighing, display, packaging, sale and exchange of medical marijuana or marijuana products is licensed under this Chapter.

(15) *Marijuana or medical marijuana*[*:*] except where the context clearly indicates otherwise, means growing marijuana plants, harvested marijuana in any state and medical marijuana products of all kinds.

(16) *Medical marijuana facility*[*:*] means a medical marijuana store, medical marijuana cultivation facility, medical marijuana testing facility, or a medical marijuana products manufacturer.

(17) *Medical marijuana license[:*] means any of the licenses described in Section 11-10-302, Pueblo Municipal Code.

(18) *Medical marijuana card*[*:*] means any medical marijuana registration card issued to any patient or primary caregiver by the State of Colorado.

(19) *Operate* or *operation*[*:*] means the matters described in Section 11-10-307(a)(3) and (a)(4), Pueblo Municipal Code.

(20) *Patient*[*:*] means a person with a debilitating medical condition who has received a recommendation from a licensed physician to use medical marijuana and who has received a medical marijuana card from the State.

(21) *Permit*[*:*] when used as a verb means to:

a. Participate in or contribute to an act, conduct or omission;

b. Consent to or condone an act, conduct or omission;

c. Know or have reason to know that an act, conduct or omission is or may be occurring, or probably will occur unless steps are taken to prevent the same, and failing to take reasonable steps to halt, thwart or prevent the same; or

d. Ignore, avoid knowledge or notice of, or turn a blind eye to an act, conduct or omission that may be occurring.

(22) *Person*[*:*] means any natural person and any entity.

(23) *Principal*[*:*] means a controlling beneficial owner pursuant to C.R.S. § 44-10-103, including, but not limited to, a natural person, business entity, publicly traded corporation, or qualified private fund that acting alone or in concert owns or acquires beneficial ownership of ten percent (10%) or more of an ownership interest in the licensed business, is an affiliate that controls the business, including any manager, or that is in a position to control the business and is not a licensed Medical Marijuana Business Operator.

(24) *Publicly traded corporation*[*:*] means any person other than an individual that is organized under the laws of and for which its principal place of business is located in one of the states or territories of the United States or District of Colombia or another Country that authorizes the sale of marijuana and that meets the definition and qualifications of a publicly traded corporation as promulgated by the State of Colorado.

(25) *Serious traffic offense*[*:*] means any driving offense carrying eight (8) points or more under Section 42-2-127, C.R.S., or the substantial equivalent of such offense in any other State.

Article II Medical Marijuana Licensing Authority

Sec. 11-10-201. Licensing authority.

[The Mayor, subject to Council confirmation, shall appoint a board to serve as the Medical Marijuana Licensing Authority.]

(a) **Administrative Hearing Officer shall be the Medical Marijuana Licensing Authority.**

(b) The City Clerk is authorized to administratively process and approve certain matters designated by the Administrative Hearing Officer, upon terms and conditions established by the Officer, in accordance with articles 10 and 11 of title 44, C.R.S., as same may be amended, when there does not appear to be cause to review such matters, and when not required by law such as requirements for public hearing(s).

Sec. 11-10-202. [Members of Board.] Composition

[(a) The members of the Board of the Medical Marijuana Authority shall be the members of the Board of the Retail Marijuana Authority selected pursuant to Section 11-11-202 of this Title. At the Board's first regular meeting and on the anniversary of the first meeting and each year thereafter, the Board shall appoint one (1) of its members to act as Chairman of the Board. The Mayor, subject to Council confirmation, shall make an appointment for any unexpired term in the event a vacancy arises.

(b) Any member of the Board may be removed by the Mayor for nonattendance to duty or for cause. Any member who fails to attend three (3) consecutive meetings of the Board shall be removed from the Board, unless the Mayor excuses any such absences.]

(a) The Local Licensing Authority for the City shall be the Municipal Judge. As defined in this code, Municipal Judge may include a Substitute Judge as appointed by the Presiding Judge.

(b) The Local Licensing Authority shall have the duty and authority to grant or deny licenses for the issuing of all types of medical marijuana licenses in accordance with this code and state laws and regulations, to conduct investigations as are required by law and to levy penalties against licensees in the manner provided by law and this code.

(c) The Authority shall have all the powers of the Local Licensing Authority as set forth in C.R.S. Title 44, Article 10 and 11.

(d) The Authority shall have the power to promulgate rules and regulations concerning the procedures for hearings before it and the presentation of evidence at hearings.

(e) The Authority shall have the power to require any applicant for a license to furnish any relevant information required by the Authority.

(f) The Authority shall have the power to administer oaths and issue subpoenas to require the presence of persons and the production of papers, books and records necessary to the determination of any hearing which the Authority is authorized to conduct. It shall constitute a violation of this Code, and a Class 1 municipal offense for any person to fail to comply with any subpoena issued by the Authority in the proper conduct of its hearings. A subpoena shall be served in the same manner as a subpoena issued by the District Court of the State.

Sec. 11-10-203. Powers of Authority.

(a) The Authority shall have the following powers:

(1) To issue or deny medical marijuana licenses and renewals of the same within the City.

(2) To impose sanctions on any license issued by the Authority on its own motion or on complaint by the City for any violation by the licensee after investigation and public hearing at which the licensee shall be afforded an opportunity to be heard.

(3) To issue approvals and disapprovals as provided in this Chapter.

(4) To conduct hearings, grant or deny motions, make findings and orders, administer oaths, and issue subpoenas to require the presence of persons and the production of papers, books and records necessary to the determination of any hearing which it is authorized to conduct.

(5) To control the mode, manner and order of all proceedings and hearings.

(6) To adopt rules, procedures and policies for its own proceedings.

(7) To adopt rules and policies for filing applications and requests.

(8) To adopt application forms and submission requirements, including a requirement that applications, complaints and other documents be filed in a digital format approved by the Authority and to refuse applications, complaints and other documents not filed in the approved digital format.

(9) To perform any act that the Authority is authorized to perform under this Chapter.

(10) To perform any other act that may be implied or necessary to carry out any act that the Authority is authorized to perform under this Chapter.

(11) To grant exceptions to the licensing requirements set forth in Section 11-10-308 provided that the licensee and licensed premises fully comply with all state laws, rules and regulations and after considering whether granting the exception(s) will have a negative impact on the health, safety and welfare of the surrounding neighborhood or public in general.

[(b) In the event that any person, in the immediate presence of the Authority or within its sight or hearing, while the Authority is in session during a hearing, commits a direct contempt of the Authority by speech, gesture or conduct which disobeys a lawful order of the Authority, shows gross disrespect to the Authority tending to bring the Authority into public ridicule, or substantially interferes with the Authority's proceedings, the Authority may hold such person in contempt. Contemptuous conduct by any principal, registered manager or employee shall be imputed to the licensee.

(c) The Authority may impose the following sanctions for contempt:

(1) Removal of the person committing the contempt from the proceedings, the hearing room and its environs;

(2) Public censure, which shall be made a matter of the licensee's record and may be used as an aggravating factor in determining any fine, suspension or revocation;

(3) A prohibition against the individual or licensee introducing into the record testimony, documents, exhibits or other evidence;

(4) An order striking, disregarding and refusing to consider pleadings, applications, documents, objections, testimony, exhibits or other evidence or arguments already introduced by such person;

(5) A fine, enforced by suspension of the license until the fine is paid;

(6) Default of any motion, complaint or other action then pending against the licensee; or

(7) Denial of any application by the licensee then pending before the Authority.]

Sec. 11-10-204. [Quorum and majority vote.

If a Board has been appointed to act as the Authority, a majority of the Board shall constitute a quorum for the conduct of its business. All decisions of the Board shall be by majority vote of the entire Board.]

Article V License Hearings

Sec. 11-10-505. Evidence.

(a) The Colorado Rules of Evidence and the common law rules of evidence shall not apply. The Authority may accept into evidence any testimony or exhibit and give such evidence the weight that the Authority believes it deserves.

(b) The Authority may accept hearsay and multiple-hearsay testimony and may base its decision solely on such hearsay if such hearsay is reasonably reliable and trustworthy and has probative value accepted by reasonable and prudent persons in the conduct of their affairs. The Authority shall not be required to make a finding that the hearsay meets this standard. If the Authority admits the hearsay, it shall be conclusively presumed that the hearsay met this standard unless the Authority makes findings to the contrary.

(c) The Authority shall have the authority to exclude testimony and other evidence as irrelevant, cumulative or on the ground that the witness does not have standing and was not called as a witness by a party who does have standing.

(d) The Authority may take administrative notice of any matter contained in its file.

[(e) If a Board has been appointed to act as the authority, the Board may delegate to the chair or another member of the Board the authority to make procedural and evidentiary rulings at any hearing, but every member of the Board present shall vote on the findings and conclusions at the close of the hearing.]

CHAPTER 11 Retail Marijuana

Article I General

Sec. 11-11-103. Definitions.

The following definitions shall apply throughout this Chapter:

(1) The definitions contained in Article XVIII, Section 16, Colorado Constitution and Section 44-10-103, C.R.S., shall apply to this Chapter except where this Chapter provides a different definition or the context of this Chapter makes it clear that the statutory or constitutional definition does not apply.

(2) *Adjacent grounds* means all areas that the licensee has a right to possess by virtue of his or her ownership or lease, which are outside the enclosed licensed premises, but adjacent and contiguous to the licensed premises, including but not limited to porches, patios, decks, entryways, lawns, parking lots and similar areas and all fixed and portable things in those areas, including but not limited to lights, signs, speakers and security devices.

(3) *Approve a license* means [to find] that **the licensing authority has found that** the requirements for a license have been met[, but]**. Such a finding** does not give the applicant the right to operate a retail marijuana facility**, which is only granted when**[until] the license is issued.

(4) *Authority* means the Pueblo Retail Marijuana Licensing Authority.

(5) *Character and record* includes all aspects of a person's character and record, including but not limited to moral character, criminal record, serious traffic offenses, record of previous sanctions against liquor licenses, medical marijuana licenses, retail marijuana licenses or other licenses, **including business license or any kind** which the person owned, in whole or in part, or in which the person served as a principal, manager or employee; education, training, experience, civil judgments, truthfulness, honesty and financial responsibility. The conviction of any person for any offense shall not, in itself, be grounds for a finding of bad character and record if such person demonstrates that he or she has been rehabilitated, but rehabilitation shall not be considered if a provision in this Chapter declares that the offense is a per se disqualification.

(6) *Complaint* means a document filed with the Authority by the City, any of its Departments or the Authority itself, seeking sanctions against a retail marijuana license.

(7) *Contiguous* means located within the same building as the retail marijuana establishment, located in a separate building on the same parcel of land as the retail marijuana establishment, or located in a separate building on a separate parcel of land that is adjacent to and shares at least fifty percent (50%) of a

common lot line with the lot on which the retail marijuana establishment is located.

(8) *Employee* means the licensee's or proposed licensee's employees.

(9) *Financier* means any person lending, paying or providing funds, directly or indirectly, to pay any part of the costs **including costs** of[:] operating the retail marijuana facility, including but not limited to the costs of rent, mortgage payments, utilities, debt payments, supplies, product, equipment, advertising, vehicles, salary and wages.

(10) *Harm or harmful to public health, safety or welfare* means any matter that adversely affects the health, safety or welfare of any person or group of persons within the City of Pueblo or any adjacent community, including but not limited to matters related to crime, lighting, security, traffic, graffiti, loitering, litter, parking and noise. A showing of actual harm shall not be required and a showing of potential or threatened harm shall be sufficient. Any violation of any criminal statute or ordinance is per se substantially harmful to public health, safety and welfare, without any showing of actual or threatened harm. The mere possession, advertising, sale, cultivation, manufacturing, testing, processing, smoking or ingestion of retail marijuana and retail marijuana products, when performed lawfully, shall not in itself be considered harmful to public health, safety and welfare.

(11) *In public* means any area that the public may generally enter, including any business open to the public. The term includes the licensed premises and the adjacent grounds. The term includes persons in motor vehicles located in a public place.

(12) *Issue a license* means to finalize the license after a previous approval of the license, and may or may not occur after approval of the license, depending on any completions, inspections, approvals or conditions that the Authority may require to be satisfied before issuance. Issuance gives the licensee the right to operate a retail marijuana establishment, provided that the licensee also obtains a State license.

(13) *Licensee* means the person or entity holding a retail marijuana license under this Chapter.

(14) *Licensed premises* means the area inside a building in which the cultivation, manufacture, testing, processing, possession, weighing, display, packaging, sale and exchange of retail marijuana or marijuana products is licensed under this Chapter.

(15) *Marijuana or retail marijuana,* except where the context clearly indicates otherwise, means growing marijuana plants, harvested marijuana in any condition and retail marijuana products of all kinds.

(15.5) *Retail marijuana district* shall mean the geographic area in which retail marijuana stores may be located. There shall be two (2) retail marijuana districts. The North Retail Marijuana District shall be that area of the City

located north of the Arkansas River. The South Retail Marijuana District shall be that area of the City located south of the Arkansas River.

(16) *Retail marijuana establishment* means a retail marijuana cultivation facility, a retail marijuana products manufacturer, a retail marijuana testing facility, or a retail marijuana store.

(17) *Retail marijuana license* means any of the licenses described in Section 11-11-302 of this Chapter.

(18) *Operate or operation* means the matters described in Section 11-11-307(a)(3) and (a)(4) of this Chapter.

(19) *Permit* when used as a verb means to:

a. Participate in or contribute to an act, conduct or omission;

b. Consent to or condone an act, conduct or omission;

c. Know or have reason to know that an act, conduct or omission is or may be occurring, or probably will occur unless steps are taken to prevent the same, and failing to take reasonable steps to halt, thwart or prevent the same; or

d. Ignore, avoid knowledge or notice of, or turn a blind eye to an act, conduct or omission that may be occurring.

(20) *Person* means any natural person or any entity.

(21) *Principal* means a controlling beneficial owner pursuant to C.R.S. § 44-10-103, including, but not limited to, a natural person, business entity, publicly traded corporation, or qualified private fund that acting alone or in concert owns or acquires beneficial ownership of ten percent (10%) or more of an ownership interest in the licensed business, is an affiliate that controls the business, including any manager, or that is in a position to control the business and is not a licensed Retail Marijuana Business Operator.

(22) *Publicly traded corporation* means any person other than an individual that is organized under the laws of and for which its principal place of business is located in one of the states or territories of the United States or District of Colombia or another Country that authorizes the sale of marijuana and that meets the definition and qualifications of a publicly traded corporation as promulgated by the State of Colorado.

(23) *Serious traffic offense* means any driving offense carrying eight (8) points or more under Section 42-2-127, C.R.S., or the substantial equivalent of such offense in any other State.

Article II Retail Marijuana Licensing Authority

Sec. 11-11-201. Licensing authority.

[The Mayor, subject to Council confirmation, shall appoint a Board to serve as the Retail Marijuana Licensing Authority.]

(a) Administrative Hearing Officer shall be the Retail Marijuana Licensing Authority.

(b) The City Clerk is authorized to administratively process and approve certain matters designated by the Administrative Hearing Officer, upon terms and conditions established by the Officer, in accordance with articles 10 and 12 of title 44, C.R.S., as same may be amended, when there does not appear to be cause to review such matters, and when not required by law such as requirements for public hearing(s).

Sec. 11-11-202. [Members of Board.] Composition.

[(a) The Board appointed by City Council to serve as the authority shall consist of five (5) members, who shall be residents of the City. Five (5) members shall be initially appointed for staggered terms expiring on the first day of July as follows: one (1) member for a one-year term, one (1) member for a two-year term, one (1) member for a three-year term, and two (2) members for four-year terms. Thereafter, each member shall be appointed for a term of four (4) years. At the Board's first regular meeting and on the anniversary of the first meeting and each year thereafter, the Board shall appoint one (1) of its members to act as Chair of the Board. The Mayor, subject to Council confirmation, shall make an appointment for any unexpired term in the event a vacancy arises.

(b) Any member of the Board may be removed by the Mayor for nonattendance to duty or for cause. Any member who fails to attend three (3) consecutive meetings of the Board shall be removed from the Board, unless the Mayor excuses any such absences.]

(a) The Local Licensing Authority for the City shall be the Municipal Judge. As defined in this code, Municipal Judge may include a Substitute Judge as appointed by the Presiding Judge.

(b) The Local Licensing Authority shall have the duty and authority to grant or deny licenses for the issuing of all types of retail marijuana licenses in accordance with this code and state laws and regulations, to conduct investigations as are required by law and to levy penalties against licensees in the manner provided by law and this code.

(c) The Authority shall have all the powers of the Local Licensing Authority as set forth in C.R.S. Title 44, Article 10 and 12.

(d) The Authority shall have the power to promulgate rules and regulations concerning the procedures for hearings before it and the presentation of evidence at hearings.

(e) The Authority shall have the power to require any applicant for a license to furnish any relevant information required by the Authority.

(f) The Authority shall have the power to administer oaths and issue subpoenas to require the presence of persons and the production of papers, books and records necessary to the determination of any hearing which the Authority is authorized to conduct. It shall constitute a violation of this Code for any person to fail to comply with any subpoena issued by the Authority in the proper conduct of its hearings. A subpoena shall be served in the same manner as a subpoena issued by the District Court of the State.

Sec. 11-11-203. Powers of Authority.

(a) The Authority shall have the following powers:

(1) To issue or deny retail marijuana licenses and renewals of the same within the City.

(2) To impose sanctions on any license issued by the Authority on its own motion or on complaint by the City for any violation by the licensee after investigation and public hearing at which the licensee shall be afforded an opportunity to be heard.

(3) To issue approvals and disapprovals as provided in this Chapter.

(4) To conduct hearings, grant or deny motions, make findings and orders, administer oaths, and issue subpoenas to require the presence of persons and the production of papers, books and records necessary to the determination of any hearing which it is authorized to conduct.

(5) To control the mode, manner and order of all proceedings and hearings.

(6) To adopt rules, procedures and policies for its own proceedings.

(7) To adopt rules and policies for filing applications and requests.

(8) To adopt application forms and submission requirements, including a requirement that applications, complaints and other documents be filed in a digital format approved by the Authority and to refuse applications, complaints and other documents not filed in the approved digital format.

(9) To perform any act that the Authority is authorized to perform under this Chapter.

(10) To perform any other act that may be implied or necessary to carry out any act that the Authority is authorized to perform under this Chapter.

(11) To grant exceptions to the licensing requirements set forth in Section 11-10-308 provided that the licensee and licensed premises fully comply with all state laws, rules and regulations and after considering whether granting the exception(s) will have a negative impact on the health, safety and welfare of the surrounding neighborhood or public in general.

(12) To promulgate such rules and regulations deemed necessary to properly administer and enforce this Chapter, and to exercise all other powers and

duties as are set forth in this Chapter, as well as those set forth in the Colorado Marijuana Code and Subsection 5(f) of Section 16 of Article XVIII of the Colorado Constitution. The Authority shall provide all proposed rules and subsequent changes thereto, to City Council for approval by Resolution.

[(b) In the event that any person, in the immediate presence of the Authority or within its sight or hearing, while the Authority is in session during a hearing, commits a direct contempt of the Authority by speech, gesture or conduct which disobeys a lawful order of the Authority, shows gross disrespect to the Authority tending to bring the Authority into public ridicule, or substantially interferes with the Authority's proceedings, the Authority may hold such person in contempt. Contemptuous conduct by any principal, registered manager or employee shall be imputed to the licensee.

(c) The Authority may impose the following sanctions for contempt:

(1) Removal of the person committing the contempt from the proceedings, the hearing room and its environs;

(2) Public censure, which shall be made a matter of the licensee's record and may be used as an aggravating factor in determining any fine, suspension or revocation;

(3) A prohibition against the individual or licensee introducing into the record testimony, documents, exhibits or other evidence;

(4) An order striking, disregarding and refusing to consider pleadings, applications, documents, objections, testimony, exhibits or other evidence or arguments already introduced by such person;

(5) A fine, enforced by suspension of the license until the fine is paid;

(6) Default of any motion, complaint or other action then pending against the licensee; or

(7) Denial of any application by the licensee then pending before the Authority.]

Sec. 11-11-204. [Quorum and majority vote.

A majority of the Board shall constitute a quorum for the conduct of its business. All decisions of the Board shall be by majority vote of the Board members present at a meeting where a quorum has been established.]

Article V License Hearings

Sec. 11-11-505. Evidence.

(a) The Colorado Rules of Evidence and the common law rules of evidence shall not apply to hearings under this Chapter. The Authority may accept into evidence any testimony or exhibit and give such evidence the weight that the Authority believes it deserves.

(b) The Authority may accept hearsay and multiple-hearsay testimony and may base its decision solely on such hearsay if such hearsay is reasonably reliable and trustworthy and has probative value accepted by reasonable and prudent persons in the conduct of their affairs. The Authority shall not be required to make a finding that the hearsay meets this standard. If the Authority admits the hearsay, it shall be conclusively presumed that the hearsay met this standard unless the Authority makes findings to the contrary.

(c) The Authority shall have the authority to exclude testimony and other evidence as irrelevant, cumulative or on the ground that the witness or exhibit was not disclosed ten (10) days prior to the hearing.

(d) The Authority may take administrative notice of any matter contained in its file.

[(e) The Board may delegate to the chair or another member of the Board the authority to make procedural and evidentiary rulings at any hearing, but every member of the Board present shall vote on the findings and conclusions at the conclusion of the hearing.]

SECTION 2.

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

SECTION 3.

This Ordinance shall become effective on the January 1, 2025, unless at any time after the date of final action by the Mayor and City Council the Board fails to have a quorum at any meeting, or if the number of members of the board drop so low as to make obtaining a quorum at any meeting impossible, then this Ordinance shall become effective immediately.

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: October 15, 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 AMENDING PUEBLO MUNICIPAL CODE ON ALCOHOL BEVERAGES, REVISING 11-3-1 THROUGH 11-3-13, 11-3-15, 11-3-26, 11-3-41, 11-3-43 THROUGH 11-3-46, 11-3-50 THROUGH 11-3-52, 11-3-61 THROUGH 11-3-63, 11-3-72, AND 11-3-74 THROUGH 11-3-78

SUMMARY:

Attached for consideration is a modification to the liquor and beer license procedure authorizing the appointment of an administrative hearing officer for liquor licensing matters. This move would serve to allow for more efficiency in the review of liquor licenses, simplify the process, prevent canceled meetings that delay the timelines of approval, allow for more flexibility in the hearing schedule, reduce the staff time necessary for onboarding and board appointments, result in better timing for liquor licensees, and allow for more knowledge in the liquor laws and legal processes and procedure.

PREVIOUS COUNCIL ACTION:

In 1973, Ord. No. 3656 established 11-3-5 through 11-3-11 the Licensing Authority and Board section of the Pueblo Municipal Code. Those ordinances have been modified several times since the most recent in 2022 which authorized the City Clerk to administratively process certain applications and/or in certain situations.

BACKGROUND:

Most larger municipalities have moved to a system utilizing municipal courts to issue licenses and conduct hearings required by state liquor statues and code. Colorado Springs, Fort Collins, Greeley, Centennial, and Boulder are such cities.

Currently, Pueblo has a Liquor and Beer Licensing Board that meets twice month to conduct business and hearings. Meetings are the first and third Wednesday of the month at 5:30 p.m. Types of hearings include new license applications, modifications of

premises both temporary (for example, businesses along Union Ave modify their premises during the Chili Festival) and permanent (for example, moving to a new location), festival and special event permits, and allegations of violations. Renewal of licenses and minor changes are completed by administrative authority in the City Clerk's office.

In addition to the change in the Liquor Authority, there are a few necessary fixes to the liquor code that are included in this ordinance. This includes the number of events allowable under state law for special events permits, which have been expanded by state law. To accommodate future changes, this ordinance simply refers to state law. Additionally, HB24-1371 revised regulations on massage facilities, thus changes to 11-3-52 were necessary.

FINANCIAL IMPLICATIONS:

This change would save the City money in wages to the Liquor Board and staff overtime, as an assistant city attorney, deputy city clerk, licensing coordinator, security, and facilities staff currently stay late for these meetings. It would also save staff time.

BOARD/COMMISSION RECOMMENDATION:

The Liquor Board discussed this change at their last meeting and no major concerns were brought forward that have not already been mentioned before City Council. Individually, the majority of the board members understood the advantages to changing to a hearing officer and did not bring forward any issues.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

If City Council does not approve this Ordinance, the Liquor and Beer Licensing Board would continue to meet and conduct business.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. Ordinance

ORDINANCE NO.

AN ORDINANCE AMENDING PUEBLO MUNICIPAL CODE ON ALCOHOLIC BEVERAGES, REVISING 11-3-1 THROUGH 11-3-13, 11-3-15, 11-3-26, 11-3-41, 11-3-43 THROUGH 11-3-46, 11-3-50 THROUGH 11-3-52, 11-3-61 THROUGH 11-3-63, 11-3-72, AND 11-3-74 THROUGH 11-3-78

WHEREAS, The City of Pueblo is a home rule municipality operating under a charter adopted pursuant to Article XX of the Colorado Constitution and vested with the authority by that article and the Colorado Revised Statutes to adopt ordinances for the regulation of land use and protection of the public health, safety and welfare; and

WHEREAS, in the exercise of this authority, the City Council has previously enacted Chapter 3, of Title XI of the Pueblo Municipal Code, concerning Alcoholic Beverages; and

WHEREAS, in order to ensure that the needs of the local business community to have prompt action on liquor licenses are met, the Council finds it is beneficial to provide for an administrative hearing officer to conduct liquor licensing actions to provide for the timely processing of liquor licensing matters; and

WHEREAS, an administrative hearing officer would have a larger knowledge of liquor laws, legal processes and procedures, and would provide more efficiency in review of applications, more flexibility with the hearing schedule, simply the process, allow for better timing for liquor licensees, and provide the City a cost savings in terms of board payment and staff overtime, NOW, THEREFORE,

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

SECTION 1.

Section 11-3-1 through 11-3-13, 11-3-15, 11-3-26, 11-3-41, 11-3-43 through 11-3-46, 11-3-50 through 11-3-52, 11-3-61 through 11-3-63, 11-3-72, and 11-3-74 through 11-3-78 to the Code is amended as follows (brackets indicate matter being deleted, underscoring indicates new matter being added):

Sec. 11-3-1. Exercise of police powers.

This Chapter shall be deemed an exercise of the police powers of the City for the protection of the economic and social welfare, and health and peace and morals of the

people of this City, and shall further be deemed to be those other reasonable restrictions, terms and conditions which are placed upon licenses for the sale or dispensing of alcoholic beverages and 3.2% beer which may be granted by the [Liquor and Beer Licensing Board] **Administrative Hearing Officer** as the Local Licensing Authority for the City as provided in Articles 3, 4 and 5 of Title 44, C.R.S.

Sec. 11-3-2. Definitions.

(a) For the purposes of this Chapter, all words shall receive the meaning placed upon them in Articles 3, 4 and 5 of Title 44, C.R.S., as amended.

(b) In addition thereto, the following words shall have the meanings assigned thereto:

(1) ***Administrative Hearing Officer* or *Officer* shall mean an official presiding over the administrative hearing(s) regarding liquor licensing in an independent and impartial manner pursuant to this code, the Colorado Revised Statutes, and the Code of Colorado Regulations.**

(2) *City Clerk* shall mean the City Clerk of Pueblo or designated representative.

(3) *Local Licensing Authority* or *City Licensing Authority* shall mean the [Liquor and Beer Licensing Board] **Administrative Hearing Officer or Officer**.

([2]**4**) *Licensee* shall mean any person licensed to sell or dispense malt, vinous or spirituous liquor or fermented malt beverage, or any agent or employee of such person.

([3]**5**) *Premises* shall include all or any part of the physical boundaries of any establishment duly licensed for the sale of beer or liquor under the provisions of this Chapter.

([4]**6**) *Board* shall mean the Liquor and Beer Licensing Board.

Sec. 11-3-3. Licensing.

[Malt, vinous and spirituous liquor and fermented malt beverages shall be sold only by the persons and parties licensed as provided by state law and this Code.]

It shall be unlawful, and a class 1 municipal offense for any person within the City to manufacture, sell, offer, serve or possess for sale any alcohol beverages unless licensed or permitted to do so as provided by this Chapter and the applicable provisions of C.R.S. Title 44, Articles 3, 4 and 5.

Article II Liquor and Beer Licensing* Authority *[Board]

Sec. 11-3-4. Licensing authority.

(a) [The Liquor and Beer Licensing Board] **Administrative Hearing Officer** shall be the local licensing authority in the City for the licensing of businesses and locations that desire to sell beer and alcoholic liquors as authorized by articles 3, 4, and 5 of title 44, C.R.S., as amended, and the rules and regulations of the State Licensing Authority, and shall possess all powers given to local licensing authorities by the provisions of said statutes and rules and regulations.

(b) The City Clerk is authorized to administratively process and approve certain matters designated by the [Liquor and Beer Licensing Board] **Administrative Hearing Officer**, upon terms and conditions established by the [Board]**Officer**, in accordance with articles 3, 4, and 5 of title 44, C.R.S., as same may be amended, when there does not appear to be cause [for the Board] to review such matters, **and when not required by law such as requirements for public hearing(s)**.

Sec. 11-3-5. [Members.] Creation

[(a) The Liquor and Beer Licensing Board shall consist of five (5) members to be appointed by the Mayor, subject to Council confirmation. Four (4) members shall be initially appointed for staggered terms expiring on the first day of August as follows: one (1) member for a one-year term, one (1) member for a two-year term, one (1) member for a three-year term, and two (2) members for four-year terms, or in lieu of one (1) member for a four-year term, a member of the City Council may be appointed for an indefinite term. Thereafter, each member shall be appointed for a term of four (4) years. At the Board's first regular meeting in August 1978 and in August each year thereafter, the Board shall appoint one (1) of its members to act as Chairman of the Board. The Mayor shall make an appointment, subject to Council confirmation, for any unexpired term in the event a vacancy arises.

(b) Any member of the Board may be removed by the Mayor for nonattendance to duty or for cause. Any member who fails to attend three (3) consecutive meetings of the Board shall be removed from the Board, unless the Mayor excuses any such absences.]

There shall be and is hereby created a Liquor Licensing Authority, hereinafter referred to in this Chapter as the "Authority".

Sec. 11-3-6. [Board to prescribe terms, conditions or provisions.] Composition and Functions

[The Liquor and Beer Licensing Board may prescribe terms, conditions or provisions as it may deem necessary to carry out its exercise of police powers, provided that these terms, conditions or provisions do not conflict with the laws of the State or rules and regulations provided by the State Licensing Authority or ordinances and resolutions of the City.]

(a) The Local Licensing Authority for the City shall be the Municipal Judge. As defined in this code, Municipal Judge may include a Substitute Judge as appointed by the Presiding Judge.

(b) The Local Licensing Authority shall have the duty and authority to grant or deny licenses for the possession, sale and offering for sale of malt, special malt, vinous or spiritous liquors and fermented malt beverages as provided by law, to conduct investigations as are required by law and to levy penalties against licensees in the manner provided by law.

(c) The Authority shall have all the powers of the Local Licensing Authority as set forth in C.R.S. Title 44, Article 3, 4, and 5.

(d) The Authority shall have the power to promulgate rules and regulations concerning the procedures for hearings before it and the presentation of evidence at hearings.

(e) The Authority shall have the power to require any applicant for a license to furnish any relevant information required by the Authority.

(f) The Authority shall have the power to administer oaths and issue subpoenas to require the presence of persons and the production of papers, books and records necessary to the determination of any hearing which the Authority is authorized to conduct. It shall constitute a violation of this Code, and a Class 1 municipal offense, for any person to fail to comply with any subpoena issued by the Authority in the proper conduct of its hearings.

Sec. 11-3-7. Granting or denial of license.

(a) Before entering any decision approving or denying an application, the **Administrative Hearing Officer** [Liquor and Beer Licensing Board] shall consider the facts and evidence adduced as a result of [its] investigation, as well as any other facts, the reasonable requirements of the neighborhood for the type of license for which application has been made, the number, type and availability of liquor outlets located in or near the neighborhood under consideration and any other pertinent matters affecting the qualifications of the applicant for the conduct of the type of business proposed; provided that the reasonable requirements of the neighborhood shall not be considered in the issuance of a club liquor license. **The Administrative Hearing Officer may take into consideration any other pertinent information as allowed by law.**

(b) All hearings [of the Liquor and Beer Licensing Board] shall be conducted pursuant to and in accordance with the provisions of Articles 3, 4 and 5 of Title 44, C.R.S., and Section 1-7-7 of this Code, and if such provisions are in conflict, the statute's provision shall prevail.

(c) Any decision [of the Liquor and Beer Licensing Board] approving or denying an application shall be in writing stating the reasons therefor and made within **twenty-eight (28)** [thirty (30)] days after the date of the public hearing, and a copy of such decision shall be sent by certified mail to the applicant at the address as shown in the application.

(d) No license shall be issued [by the Liquor and Beer Licensing Board] after approval of an application until the building in which the business is to be conducted is ready for occupancy, with such furniture, fixtures and equipment in place as is necessary to comply with the provisions of this Article, and then only after inspection of the premises has been made to determine that the applicant has complied with the architect's drawing and plans and specifications submitted with the application.

(e) After approval of any application, the [Liquor and Beer Licensing Board] **City Clerk** shall notify the state licensing authority of such approval.

Sec. 11-3-8. Suspension and revocation of license.

The [Liquor and Beer Licensing Board] **Administrative Hearing Officer** shall have the power to fine, suspend, or revoke any license issued by the Board **or Officer** on its own motion or on complaint, **filed in writing alleging** any violation**(s)** by the licensee or by any of the agents, servants or employees of such licensee of the provisions of the Pueblo Municipal Code, the Colorado Liquor Code, the Colorado Beer Code, or any of the rules and regulations authorized pursuant to such codes, or any of the terms, conditions or provisions of the license issued by the Board **or Officer.** [,] **A licensee will be fined, or have a license suspended or revoked only** after investigation and public hearing at which the licensee shall be afforded an opportunity to be heard. The calculation of fines, and fines in lieu of suspension, shall be in accordance with the Colorado Liquor Code, Colorado Beer Code, or any of the rules and regulations authorized pursuant to such codes, and any minimums and maximum payments set forth therein.

(1) [The [Board] **Officer** shall have the power to administer oaths and issue subpoenas to require the presence of persons and the production of papers, books and records necessary to the determination of any hearing which it is authorized to conduct.

(2)] Notice of fine, suspension, or revocation, as well as any required notice of a hearing for the same, shall be given by mailing the notice in writing to the licensee at the address contained in such license. No such suspension shall be for a longer period than six (6) months.

([3]**2**) Any license may be summarily suspended by the [Board] **Officer** without notice pending any prosecution, investigation or public hearing. Nothing in this Section shall prevent the summary suspension of such license for a temporary period of not more than [fifteen (15)] **fourteen (14)** days.

([4]**3**) If any license is fined, suspended, or revoked, no part of the fees paid therefor shall be returned to the licensee.

([5]**4**) The [Board] **Officer** shall have the power to implement the optional procedures set forth in Section 44-3-601 of the Colorado Liquor Code, as amended, which the City Council hereby accepts and adopts.

Sec. 11-3-9. Appeal of [Board] Administrative Hearing Officer decisions.

Actions taken by the [Board] **Administrative Hearing Officer** are subject to review by the Courts pursuant to Rule 106 of the Colorado Rules of Civil Procedure. Review must be applied for within twenty-eight (28) days after the date of decision. Any person applying to the Court for review shall be required to pay the cost of preparing a transcript of proceedings before the [Board] **Officer** whenever such a transcript is demanded by the person taking the appeal or when such a transcript is furnished by the [Board] **Officer** pursuant to the Court order.

Sec. 11-3-10. [Quorum and majority vote.] Hearings

[A majority of the Liquor and Beer Licensing Board shall constitute a quorum for the conduct of its business. All decisions of the Liquor and Beer Licensing Board shall be by majority vote of the entire Board.]

(a) A public hearing will be conducted for any hearing required by law which may include all new licenses issue, hearings for suspension, revocation or other sanction.

(b) All hearings before the Authority shall be public and shall be conducted according to the rules and regulations concerning the procedure for hearings promulgated by the Authority. No testimony shall be offered at a hearing unless the same is given under oath.

(c) Public notice of hearings:
(1) The applicant shall cause to be posed the public notice required pursuant to C.R.S. §44-3-311, for all hearings to be held on applications for the sale of alcohol.
(2) The applicant shall provide to the City Clerk evidence of such posting, which shall consist of a photograph of the posted sign in place together with a signed statement evidencing posting.

Sec. 11-3-11. License applications.

All applications for licenses and fees shall be filed with the City Clerk, on forms to be approved by the City Clerk, together with such other information and documents as may be required by the rules of the [Liquor and Beer Licensing Board] **Administrative Hearing Officer**. The City Clerk **or their designee** shall act as Secretary to the **Administrative Hearing Officer and may designate an employee as a regulatory liquor licensing specialist or other such designation as necessary to aid Officer in the administration of duties.**

Sec. 11-3-12. Distance from schools or colleges.

(a) Pursuant to authority granted to the City Council by the Colorado Liquor Code, the five-hundred-foot distance limitation contained in Section 44-3-313(1)(d)(I), C.R.S., is hereby reduced to two hundred (200) feet, provided that this distance reduction shall apply only to bona fide hotel and restaurant businesses, which maintain at least five (5) sleeping rooms for the accommodation of guests and have meals available for consumption at all times when the facility is open to the public.

(b) Pursuant to authority granted to the City Council by the Colorado Liquor Code, the five-hundred-foot distance limitation contained in Section 44-3-313(1)(d)(I), C.R.S., is hereby eliminated, provided that the elimination of this distance restriction shall apply only to bona fide beer and wine, hotel and restaurant, tavern, brew pub, club, arts, vintner's restaurant, and distillery pub liquor licensed businesses located within the Downtown Business District, which shall be defined as the area beginning at the intersection of W 13th and N Elizabeth St., east along centerline of W 13th St. to the center of Interstate 25; thence south along the center of existing or future Interstate 25 to the northern edge of the railroad lines at an approximate location of 38° 15'48.369" N, 104° 36'18.691" W. Thence SW along the northern edge of the railroad to a point on the top of the Arkansas River levee at an approximate latitude and longitude of 38° 15'38.319" N, 104° 36'57.711" W; thence NW along the top of the levee to an approximate location of 38° 15'50.625" N, 104° 37'11.123" W; thence NE at 43 degrees for a distance of ~2139 ft. to the centerline of N Elizabeth St. at approximately 38° 16'4.9" N, 104° 36'51.34" W; continuing north along the centerline of N Elizabeth St. to the point of beginning at the intersection of W 13th St. and N Elizabeth St. (Map attached as Exhibit A.)

(c) Pursuant to authority granted to the City Council by the Colorado Liquor Code, the five-hundred-foot distance limitation contained in Section 44-3-313(1)(d)(I), C.R.S., is hereby eliminated for: (1) a Hotel and Restaurant Class Liquor License to serve the Occhiato University Center located upon the Campus of Colorado State University-Pueblo, 2200 Bonforte Boulevard, Pueblo, CO 81001; (2) a Hotel and Restaurant Class Liquor License to serve the Neta and Eddie DeRose Thunderbowl located upon the Campus of Colorado State University-Pueblo, 2301 Rawlings Blvd, Pueblo, CO 81001; and (3) Hotel and Restaurant licensed businesses located within the Thunder Village Business District, which shall be defined as the area beginning at the intersection of Troy Avenue and future Roma Way; thence north along the centerline of existing or future Troy Avenue to future Stadio Way; thence west along the centerline of future Stadio Way to the eastern boundary and property line of the parcel occupied by the landmark known as the Thunderbowl; thence south and then west along the eastern and southern boundaries and property lines of the parcel occupied by the landmark known as the Thunderbowl to the eastern boundary and property line of the Campus of Colorado State University-Pueblo; thence south along the eastern boundary and property line of the Campus of Colorado State University-Pueblo to future Roma Way; thence southwest along the centerline of future Roma Way to the point of beginning at the intersection of Troy Avenue and Roma Way.

(d) Pursuant to authority granted to the City Council by the Colorado Liquor Code, the five-hundred-foot distance limitation contained in Section 44-3-313(1)(d)(I), C.R.S., is hereby eliminated for a Tavern Class Liquor License to serve the College Center Building including curtilage up to one hundred (100) feet from said building located upon the campus of Pueblo Community College, 900 W. Orman Avenue, Pueblo, CO 81004.

(e) Any license granted under the provisions of this Section shall also be subject to all other applicable provisions of state and local law.

(f) The grant or denial of any application under this Section shall remain within the authority and discretion of the [Liquor and Beer Licensing Board] **Administrative Hearing Officer**.

Sec. 11-3-13. Optional premises licenses.

(a) The [Board] **Administrative Hearing Officer** may accept applications either for an optional premises license or for a hotel and restaurant license with optional premises.

(b) The specific types of outdoor sports and recreational facilities which may be licensed hereunder shall be limited to golf courses, and such other facilities as may be designated by ordinance.

(c) No alcoholic beverages may be served on the optional premises unless the licensee has provided to the state and local licensing authorities at least forty-eight (48) hours' prior written notice of the specific days and hours on which the optional premises are to be so used.

(d) In addition to the requirements of Sections 11-3-13 through 11-3-15 herein, optional premises applications, licenses and licensees shall be subject to all other applicable requirements of the Colorado Liquor Code and City ordinances.

Sec. 11-3-15. Hearing required.

(a) [The Board] **Administrative Hearing Officer** shall hold a public hearing on each application for an optional premises license or for a hotel and restaurant license with optional premises.

(b) In addition to all other standards applicable to the issuance of licenses under the Colorado Liquor Code, the applicant shall have the burden of justification of the following requirements for issuance of an optional premises license:

(1) Need and desirability of the optional premises requested;

(2) Need and desirability of the number and size of service areas or facilities requested;

(3) Adequate security and control over the optional premises by the licensee;

(4) That the health, safety and welfare of the inhabitants of the neighborhood and the users of the outdoor sports and recreation facility will not be adversely affected by issuance of such license.

(5) That the state licensing authority has approved the location proposed for optional premises as required by the Colorado Liquor Code.

Sec. 11-3-26. Penalty.

Any licensee violating any of the provisions of **this Chapter 3 of Title XI,** [Sections 11-3-21 to 11-3-25], inclusive of this Article, shall, upon conviction thereof by the Pueblo Municipal Court, be fined in a sum not less than five hundred dollars ($500.00) nor more than one thousand dollars ($1,000.00). Any licensee violating any of the provisions of the Pueblo Municipal Code, the Colorado Liquor Code, Colorado Beer Code, or any of the rules and regulations authorized pursuant to such codes, inclusive of this Article, may, upon a finding thereof by the [Liquor and Beer Licensing Board] **Administrative Hearing Officer**, be penalized in accordance with 1 C.C.R. 203-2[~~:~~ 47-603], as may be amended.

Sec. 11-3-41. [Liquor and Beer Licensing Board] Administrative Hearing Officer; local authority.

The [Liquor and Beer Licensing Board] **Administrative Hearing Officer** as local authority may issue a special event permit for the sale, by the drink only, of fermented malt beverages, as defined in Section 44-4-103, C.R.S., as amended, or the sale, by the drink only, of malt, spirituous or vinous liquors, as defined in Section 44-3-103, C.R.S., as amended, to organizations and political candidates qualifying under Article 5 of Title 44, C.R.S., as amended, subject to the provisions of Articles 3 and 4 of Title 44, C.R.S., as amended, and to the limitations imposed by Article 5 of Title 44, C.R.S., as amended.

Sec. 11-3-43. Fees.

(a) The fee for investigation and issuance of a special event permit is one hundred dollars ($100) per permit.

(b) All such fees are payable at the time application for a special event permit is made. [The Liquor and Beer Licensing Board] **Administrative Hearing Officer** as local authority may require any applicant to post a performance bond to assure compliance with the provisions of this Article.

Sec. 11-3-44. Issuance of permit; limitation.

A special event permit may not be issued to any organization for more [than fifteen (15) days] **events than is permissible by state law and regulations** in one (1) calendar year. The City Clerk shall access information made available on the website of

the State licensing authority to determine the statewide permitting activity of any applicant and shall assure compliance with the limitation imposed by this Section.

Sec. 11-3-45. Denial of permit.

The [Liquor and Beer Licensing Board] **Administrative Hearing Officer** as local authority may deny the issuance of a special event permit upon the grounds that such issuance would be injurious to the public welfare because of the nature of the special event, its location within the community or the failure of the applicant in a past special event to conduct the event in compliance with applicable laws, **or any other lawful reason provided to applicant in writing within twenty-eight (28) days of denial**.

Sec. 11-3-46. Forms.

Applications for a special event permit shall be made on forms provided by the State licensing authority, and shall be verified by oath or affirmation of an officer of the organization or of the political candidate making application. Upon approval of any application by the [Liquor and Beer Licensing Board] **Administrative Hearing Officer**, the permit shall issue and the approval of the State licensing authority shall not be required. [The City Clerk shall report to the State liquor enforcement division, within ten (10) days after the issuance of a permit, the name of the organization to which a permit was issued, the address of the permitted location and the permitted dates of alcohol beverage service.]

Article V Massage Parlors

Sec. 11-3-50. Licensing authority.

[The Liquor and Beer Licensing Board] **The Liquor Administrative Hearing Officer** shall be the local licensing authority in the City for the licensing of massage parlors as authorized by the Colorado Massage Parlor Code and shall possess all powers given to local licensing authorities by the provisions of said code.

Sec. 11-3-51. Applications.

All applications and fees for massage parlors shall be filed with the City Clerk together with such other information and documents as may be required by the [Liquor and Beer Licensing Board] **Liquor Administrative Hearing Officer**.

Sec. 11-3-52. Hearings.

All proceedings and hearings of the [Liquor and Beer Licensing Board] **Liquor Administrative Hearing Officer** relating to massage parlors shall be conducted to and in accordance with the Colorado Revised Statutes [Colorado Massage Parlor Code] and Section 1-7-7 of this Code; and if such provisions are in conflict, the Colorado Massage Parlor Code shall control. No massage parlor license shall be granted unless approved by [a majority of the entire Board] **the Officer**.

Sec. 11-3-61. Authority.

A retail liquor store or liquor-licensed drugstore licensee may conduct alcohol beverage tastings within the City only following approval of an application for an alcohol beverage tastings permit by the [Liquor and Beer Licensing Board] **Administrative Hearing Officer** and subject to the limitations set forth in this Article and Section 44-3-301(10), C.R.S.

Sec. 11-3-62. Application.

(a) A retail liquor store or liquor-licensed drugstore licensee desiring to conduct alcohol beverage tastings must submit a permit application or permit application renewal for that purpose in accordance with this Article.

(b) An alcohol beverage tastings permit shall be valid for the period of the then-existing liquor license, and the permit may be renewed at the time of any liquor license renewal.

(c) An application for alcohol beverage tastings permit must be submitted to the [Liquor and Beer Licensing Board] **Administrative Hearing Officer** no later than thirty (30) days prior to the date of the first alcohol beverage tasting requested in the application or at the time of license renewal, whichever occurs first.

(d) At a minimum, the application must include the following information:

(1) The name of the licensee and location of the premises of the retail liquor store or liquor-licensed drugstore;

(2) Schedule of the specific dates and times of requested alcohol beverage tastings for the period of the permit. Following approval of a tastings permit and the tastings schedule by the [Liquor and Beer Licensing Board] **Administrative Hearing Officer**, the licensee may amend such schedule by delivering to the [Liquor and Beer Licensing Board] **City Clerk**, at least fourteen (14) days prior to an unscheduled event, a notice of amendment of the approved schedule;

(3) A copy of a certificate of training for individuals who will conduct beverage tastings; and

(4) Any other information requested by the [Liquor and Beer Licensing Board] **Administrative Hearing Officer** reasonably necessary to ensure compliance with the requirements of this Article and Section 44-3-301(10), C.R.S.

Sec. 11-3-63. Decision on application.

(a) The [Liquor and Beer Licensing Board] **Administrative Hearing Officer** may deny an application for issuance of an alcohol beverage tastings permit upon the following grounds:

(1) The applicant has failed to establish that the applicant is able to conduct alcohol beverage tastings in compliance with this Article or Section 44-3-301(10), C.R.S.;

(2) The alcohol beverage tastings requested by applicant create or threaten to create a public safety risk to the neighborhood; or

(3) The Licensee has violated the Colorado Liquor Code**,** or any rules and regulations authorized pursuant to such code during the one (1) year immediately preceding the date of the application.

(b) If an application for an alcohol beverage tastings permit is denied, the [Liquor and Beer Licensing Board] **Administrative Hearing Officer** shall give notice in writing and shall state grounds upon which the application was denied. The licensee shall be entitled to a hearing on the denial if a request in writing is made to the [Liquor and Beer Licensing Board] **Officer** within [fifteen (15)] **fourteen (14)** days after the date of notice.

Sec. 11-3-72. Authority of the [Liquor and Beer Licensing Board] Administrative Hearing Officer and the City Clerk.

(a) The [Liquor and Beer Licensing Board] **Administrative Hearing Officer** is hereby authorized to: (i) certify and decertify promotional associations; (ii) designate the location, size, security, and hours of operation of common consumption areas; (iii) conduct hearings on violations of state and local liquor laws and impose penalties consistent with the provisions of this Chapter; (iv) allow attachment of licensed premises to common consumption areas consistent with this Section and the provisions included herein; and (v) take all other necessary actions consistent with the Colorado Liquor Code and this Chapter for the creation and regulation of entertainment districts, promotional associations, and common consumption areas.

(b) The [Liquor and Beer Licensing Board] **Administrative Hearing Officer** shall have the authority to impose additional reasonable conditions on the certification of promotional associations, the licensing of common consumption areas and the attachment of licensed premises to common consumption areas, not inconsistent with the Colorado Liquor Code.

(c) The City Clerk may adopt rules as reasonably necessary to implement the provisions of this Article.

Sec. 11-3-74. Application for certifying a promotional association and establishing a common consumption area; notice; hearing.

(a) An application form for certifying a promotional association and establishing a common consumption area shall be available at the City Clerk's Office or on the City's website. No application will be considered by the [Liquor and Beer Licensing

Board] **Administrative Hearing Officer** until the completed application, applicable fee, and all attachments are submitted.

(b) In addition to the requirements of C.R.S. § 44-3-301(11), as amended, the promotional association seeking certification by the [Liquor and Beer Licensing Board] **Administrative Hearing Officer** shall be required to submit:

(1) A copy of the articles of incorporation and bylaws and a list of all directors and officers of the promotional association. A representative of each licensed premises attached to the common consumption area shall serve as one (1) of the directors on the board of the promotional association. At least two (2) liquor licensed premises must be attached to a common consumption area;

(2) A list containing the names, addresses, and license types of all liquor licensed businesses that will be applying for attachment to the common consumption area which are known at the time of application for certification;

(3) A list of the names and addresses of all non-liquor licensed business which will fall entirely within, will fall partially in, or be immediately adjacent to the common consumption area; along with evidence that the applicant association has either mailed or personally served such businesses with a copy of the notice required in this section;

(4) A detailed map of the common consumption area, including location of physical barriers, entrances and exits, location of attached licensed premises, identification of licensed premises that are adjacent but not to be attached to the common consumption area, and approximate location of security personnel;

(5) A detailed description of the security arrangements, the approximate number of security personnel and the approximate location of security personnel within the common consumption area. Security arrangements shall include physical barriers to close the common consumption area to vehicular traffic and limit pedestrian access.

(6) A detailed health and sanitation plan including but not limited to plans for trash collection and disposal, location of available bathrooms and porta-potties, a description of how the area will be kept clean during the hours of operation of the common consumption area, and a description of how the area will be cleaned up at the end of the hours of operation of the common consumption area.

(7) A list of dates and hours of operation of the common consumption area for the upcoming calendar year;

(8) Documentation showing permission to use all portions of the common consumption area for all dates the common consumption area will be in use. Such documentation need only cover the period from the date of application through January 31st of the following year.

(9) An insurance certificate of general liability and liquor liability insurance naming the City as an additional insured in a minimum amount of one million dollars

($1,000,000.00) or as may be increased from time to time, by the City's Director of Finance;

(10) Documentation of how the application addresses the reasonable requirements of the neighborhood and the desires of the adult inhabitants as evidenced by petitions, written testimony or otherwise; and

(11) In addition to any fee required to be paid to the Colorado Department of Revenue, each promotional association seeking certification by the Liquor and Beer Licensing Board shall pay to such Board a non-refundable application fee of five-hundred dollars ($500.00).

(12) A statement of any and all violations of local or state liquor rules or regulations by any attached liquor licensed business within the past five (5) years, from the date of application.

(c) Hearing and Notice.

(1) The [Liquor and Beer Licensing Board] **Administrative Hearing Officer** shall hold a hearing on all applications for certification of a promotional association and establishment of a common consumption area.

(2) Prior to the hearing the City Clerk shall, at least ten (10) days prior to the hearing, cause notice to be posted in a conspicuous place within the proposed common consumption area for which application has been made and by publication on the City's website. Such posting shall be in the form established in C.R.S. § 44-3-311, as amended.

(d) It shall be unlawful and a **class 1** municipal offense for any person or entity to operate a common consumption area unless currently certified as a promotional association under this section.

Sec. 11-3-75. Terms and conditions; modifications; report of changes.

(a) Terms and Conditions.

(1) Upon certification of a promotional association, the terms and conditions of the certification shall remain effective until and unless an application for modification is submitted, approved, and authorized by the [Liquor and Beer Licensing Board] **Administrative Hearing Officer** as required by this Section.

(2) No person shall make an application nor shall an application for the certification of a promotional association be received by the [Liquor and Beer Licensing Board] **Administrative Hearing Officer** until such time as all fees, fines, costs, taxes, penalties, and interest due and owing to the City by any and all of the licensed premises attached to the common consumption area are paid in full.

(b) Modifications and Report of Changes.

(1) Prior to any of the following modifications taking place, a promotional association must file an application for modification with the City Clerk's Office.

a. Changes to the map of the common consumption area;

b. Changes to the hours and dates of operation of the common consumption area or changes to the hours of attached licensees;

c. Changes to the promotional association's security plan;

d. Changes to the promotional associations health and sanitation plan;

e. Changes to any conditions imposed on the promotional association by the Liquor and Beer Licensing Board.

(2) Subject to the notice requirements set forth in Section 11-3-74(c)(2) above, the [Liquor and Beer Licensing Board] **Administrative Hearing Officer** shall hold a hearing on all applications for modification. At such hearing the said [Board] **Officer** shall consider the effect of the amendment on the ability of the promotional association to comply with all local and state liquor laws and regulations.

(3) In addition to any fee required to be paid to the Colorado Department of Revenue, all applications for modification shall be accompanied by a non-refundable one-hundred dollar ($100.00) fee.

(4) The promotional association shall report any of the following changes to the Liquor and Beer Licensing Board within [thirty (30)] **twenty-eight (28)** days of the effective date of the change:

a. Any changes to the articles of incorporation or the bylaws of the promotional association.

b. Any change to the list of directors and officers of the promotional association.

c. Changes to the ownership or character of non-liquor licensed business which fall entirely within, fall partially in, or are immediately adjacent to the common consumption area.

Sec. 11-3-76. Application for attachment to a common consumption area.

(a) As used in this section "attach" shall mean the connection, as authorized under this section, of a liquor licensed premises, to an adjoining common consumption area to provide alcohol beverages for common consumption within said area.

(b) All liquor licensees who wish to attach to a common consumption area must complete an application on forms provided by the City Clerk's Office. Along with the application the licensee must provide:

(1) Authorization for attachment from the certified promotional association.

(2) Name of the representative from the licensed premises proposed for attachment who would serve as a director on the board of the certified promotional association.

(3) A detailed map of the common consumption area, including location of physical barriers, entrances and exits, location of attached licensed premises,

identification of licensed premises that are adjacent but not to be attached to the common consumption area and approximate location of security personnel.

(4) A non-refundable application fee of one-hundred dollars ($100.00). Such fee shall be in addition to any fee required to be paid to the Colorado Department of Revenue.

(c) The [Liquor and Beer Licensing Board**] Administrative Hearing Officer** may refuse to authorize, refuse to reauthorize or may deauthorize attachment if:

(1) The licensed premises to be attached is not within or immediately adjacent the common consumption area;

(2) The licensee fails to obtain or retain authority to attach to the common consumption area from the certified promotional association;

(3) The licensee fails to establish that the licensed premises and the common consumption area can be operated without violating this Code, the Colorado Liquor Code or creating a safety risk to the neighborhood; or

(4) The licensee has been found to have violated any provision of local or state liquor rules and regulations within the past five (5) years.

Sec. 11-3-77. Operation of common consumption areas.

(a) A promotional association or attached licensed premises shall not:

(1) Employ a person to serve alcoholic beverages or provide security within the common consumption area unless the server has completed the server and seller training program established by the Director of the Liquor Enforcement Division of the Colorado Department of Revenue;

(2) Sell or provide an alcoholic beverage to a customer for consumption within the common consumption area but not within the licensed premises in a container that is larger than sixteen (16) ounces;

(3) Sell or provide any alcoholic beverage to a customer for consumption within the common consumption area but not within the licensed premises unless the container is disposable and contains the name of the vendor in at least twenty-four-point font;

(4) Permit customers to leave the licensed premises with an alcohol beverage unless the beverage container complies with Paragraphs (2) and (3) of this Subsection (a);

(5) Operate the common consumption area in an area that exceeds the maximum authorized by the Liquor and Beer Licensing Board or the Colorado Liquor Code;

(6) Sell, serve, dispose of, exchange, or deliver, or permit the sale, serving, giving, or procuring of, an alcoholic beverage to a visibly intoxicated person or to a known habitual drunkard;

(7) Sell, serve, dispose of, exchange, or deliver, or permit the sale, serving, or giving of an alcohol beverage to a person under twenty-one (21) years of age; or

(8) Permit a visibly intoxicated person to loiter within the common consumption area;

(9) Offer for sale or service alcoholic beverages in the common consumption area unless such sale or service is done upon the licensed premises of an attached licensee;

(10) Fail to immediately report to the police any violation of this Title XI occurring on the attached licensed premises or within the common consumption area.

(11) Permit any violation of this Chapter or of the Colorado Liquor Code within any attached licensed premises or within the common consumption area.

(b) The promotional association shall promptly remove all alcoholic beverages from the common consumption area at the end of the hours of operation.

(c) It is unlawful for any person to consume alcohol within the common consumption area unless such alcoholic beverage was obtained from an attached licensed premises.

(d) Penalties.

(1) The promotional association and all attached liquor licensees shall be jointly responsible for violations of this Chapter and of the Colorado Liquor Code that occur within the common consumption area. If a particular licensee or licensees can be identified as being responsible for a violation only such licensee or licensees shall be penalized under this Section. In the event a responsible licensee or licensees cannot be identified; all attached licensees and the promotional association shall be subject to penalties under this Section.

(2) The [Liquor and Beer Licensing Board] **Administrative Hearing Officer** is authorized to impose the following penalties for violations of this article;

a. A fine,

b. Suspension of individual liquor licenses,

c. Suspension of the common consumption area,

d. Revocation of individual liquor licenses,

e. Revocation of the common consumption area,

f. Decertification of the promotional association, and/or

g. Imposition of additional conditions on any attached licensee or on the promotional association.

(e) This Section does not apply to a special event permit under this Code or the holder thereof unless the permit holder desires to use an existing common consumption area and agrees in writing to the requirements of this Section and the [Liquor and

Beer Licensing Board] **Administrative Hearing Officer** concerning the common consumption area.

Sec. 11-3-78. Recertification and reporting requirements.

(a) A certified promotional association shall apply for recertification by January 31st of each year on forms prepared and furnished by the City Clerk. An application for recertification of a promotional association shall include a report containing:

(1) A detailed map of the boundaries of the common consumption area;

(2) A list of dates and hours of operation of the common consumption area for the upcoming calendar year;

(3) Documentation showing permission to use all portions of the common consumption area for all dates the common consumption area will be in use during the upcoming year;

(4) A list of attached licensed premises;

(5) A list of the directors and officers of the promotional association;

(6) Security arrangements within the common consumption area;

(7) Any violation of local or state liquor rules and regulations committed by an attached licensed premises during the preceding year; and

(8) Any other information reasonably requested by the [Liquor and Beer Licensing Board**] Administrative Hearing Officer**.

(b) Fee. In addition to any fee required to be paid to the Colorado Department of Revenue, the promotional association shall submit a non-refundable recertification fee of two-hundred fifty dollars ($250.00) with its application for recertification.

(c) Late recertification. The [Liquor and Beer Licensing Board] **Administrative Hearing Officer** may, in its discretion, allow a promotional association to apply for recertification after January 31st if;

(1) The promotional association has complied with the reporting requirements contained in C.R.S. § 44-3-301(11)(c) as amended, and

(2) The promotional association pays an additional non-refundable late fee of one-hundred dollars ($100.00). Such late fee shall be in addition to any late fee required to be paid to the Colorado Department of Revenue.

(3) Under no circumstances shall a promotional association be allowed to apply for late recertification more than sixty (60) days after January 31st .

SECTION 2.
The officers and staff of the City are authorized to perform all acts consistent with this Ordinance and to implement the policies and procedures described therein.
SECTION 3.

This Ordinance shall become effective on the January 1, 2025, unless at any time after the date of final action by the Mayor and City Council the Board fails to have a quorum at any meeting, or if the number of members of the board drop so low as to make obtaining a quorum at any meeting impossible, then this Ordinance shall become effective immediately.

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: October 15, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Benjamin Valdez, Director of Transit

SUBJECT: AN ORDINANCE APPROVING, ACCEPTING, AND BUDGETING A MULTIMODAL TRANSPORTATION AND MITIGATION OPTION FUNDS GRANT AWARD, AND APPLICABLE CONDITIONS PERTAINING THERETO, BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, THE PUEBLO AREA COUNCIL OF GOVERNMENTS, AND COLORADO DEPARTMENT OF TRANSPORTATION ESTABLISHING PROJECT NO. PT2303, BUDGETING AND APPROPRIATING $65,000.00, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

Attached is a Grant Award between the City of Pueblo, A Colorado Municipal Corporation and Colorado Department of Transportation for $65,000.00.

PREVIOUS COUNCIL ACTION:

No previous Council actions.

BACKGROUND:

This is a FY2023 Multimodal Transportation and Mitigation Option Funds Grant for $65,000.00 allocation. The grant provided is 100%, with a 0% match. This grant utilizes State Multimodal funding. The grant scope of work includes the following Project:

$65,000.00 – Estimated Cost

$65,000.00 Total Grant

FINANCIAL IMPLICATIONS:

The anticipated total project cost is $65,000.00. The Federal share is 100% with no City

match requirement.

BOARD/COMMISSION RECOMMENDATION:

Pueblo Transit Board recommends approval.

STAKEHOLDER PROCESS:

Not applicable.

ALTERNATIVES:

The alternative, should this Ordinance not pass, is for the City of Pueblo, a Municipal Corporation, to not be able to provide the Kids Ride Free Program for the 2023-2024 school year.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. Kids Ride Free Attachment 491003711-Pueblo City of_MMOF_F-SLFRF

ORDINANCE NO.

AN ORDINANCE APPROVING, ACCEPTING, AND BUDGETING A MULTIMODAL TRANSPORTATION AND MITIGATION OPTION FUNDS GRANT AWARD, AND APPLICABLE CONDITIONS PERTAINING THERETO, BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, THE PUEBLO AREA COUNCIL OF GOVERNMENTS, AND COLORADO DEPARTMENT OF TRANSPORTATION ESTABLISHING PROJECT NO. PT2303, BUDGETING AND APPROPRIATING $65,000.00, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

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

SECTION 1.

The Awarding of 2023 Multimodal Transportation and Mitigation Option Funds Grant to the City of Pueblo a Colorado Municipal Corporation, Pueblo Transit, a true copy of which is attached hereto, is hereby approved and accepted in accordance with its terms and conditions.

SECTION 2.

The Mayor of the City is authorized to execute the Grant Award acceptance in the name of, and on behalf of the City, and the Mayor is authorized to execute any and all other certifications, assurances and other documents associated therewith.

SECTION 3.

Project Number PT2303 is hereby established, and the amount of $65,000.00 is budgeted and appropriated, therefore.

SECTION 4.

The officers and staff of the City are directed and authorized to perform any, and all acts consistent with the intent of this Ordinance and the attached Award to implement the policies and procedures described herein.

SECTION 5.

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

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on _____.

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 GRANT AGREEMENT FOR SLFRF

COVER PAGE

State Agency Department of Transportation	**Agreement Number** 25-HTR-ZL-00037
Grantee City of Pueblo **UEI/SAMS Number** NJK3BNUDRHJ7	**Agreement Performance Beginning Date** The Effective Date **Initial Agreement Expiration Date** December 31, 2026
Agreement Maximum Amount Initial Term $65,000.00 Total for All State Fiscal Years $65,000.00	**Fund Expenditure End Date** December 31, 2026 **Agreement Authority** CRS §§43-1-106, 43-1-110, 43-1-117, 43-2-101(4)(c), 43-4-811(2), SB2018-001, SB 2021-260.

Agreement Purpose

The purpose of this Grant is for CDOT to disburse MMOF-ARPA-SLFRF Funds to the Grantee to conduct work within the provisions of this Grant. The work to be completed under this Grant by the Grantee is more specifically described herein.

Exhibits and Order of Precedence

The following Exhibits and attachments are included with this Agreement:

1. Exhibit A, Statement of Work
2. Exhibit B, Sample Option Letter
3. Exhibit C, Budget
4. Exhibit D, Federal Provisions
5. Exhibit E, Agreement with Subrecipient of Federal Recovery Funds
6. Exhibit F, SLFRF Subrecipient Quarterly Report
7. Exhibit G, Sample SLFRF Reporting Modification Form
8. Exhibit H, Federal Provisions Personal Services Contracts (Civil Rights)

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

1. Exhibit D, Federal Provisions
2. Exhibit H, Federal Provisions Personal Services Contracts (Civil Rights)
3. Exhibit E, Agreement with Subrecipient of Federal Recovery Funds
4. Colorado Special Provisions in §17 of the main body of this Agreement
5. The provisions of the other sections of the main body of this Agreement
6. Exhibit A, Statement of Work
7. Exhibit B, Sample Option Letter
8. Exhibit C, Budget
9. Exhibit F, SLFRF Subrecipient Quarterly Report
10. Exhibit G, Sample SLFRF Reporting Modification Form

Principal Representatives

For the State:
Glenn Krause
Division of Transit and Rail
2829 W. Howard Place
Denver, CO 80204
glenn.krause@state.co.us

For Grantee:
Benjamin Valdez
Director – Pueblo Transit
City of Pueblo
350 Alan Hamel Ave
Pueblo, CO 81003
bvaldez@pueblo.co

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^ ^ Pending Final Rule by U.S. Treasury
Federal Statutory Authority	Title VI of the Social Security Act, Section 602
Total Amount of Federal Award (this is not 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.

SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT

Each person signing this Agreement represents and warrants that the signer is duly authorized to execute this Agreement and to bind the Party authorizing such signature.

GRANTEE SIGNATURE City of Pueblo By:_____ Name:_____ Title:_____ Date: _____	**STATE OF COLORADO** Jared S. Polis, Governor Department of Transportation Shoshana M. Lew, Executive Director By:_____ Name:_____ Title:_____ Date: _____
Second Grantee Signature if Needed By:_____ Name:_____ Title:_____ Date: _____	**LEGAL REVIEW** Philip J. Weiser, Attorney General By:_____ Name:_____ Title:_____ Date: _____

In accordance with §24-30-202, C.R.S., this Agreement is not valid until signed and dated below by the State Controller or an authorized delegate.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

_____
By: Derpartment of Transportation

Effective Date:_____

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1. PARTIES

This Agreement is entered into by and between Grantee named on the Cover Page for this Agreement (the "Grantee"), and the STATE OF COLORADO acting by and through the State agency named on the Cover Page for this Agreement (the "State"). Grantee and the State agree to the terms and conditions in this Agreement.

2. TERM AND EFFECTIVE DATE

A. Effective Date

This Agreement shall not be valid or enforceable until the Effective Date, and the Grant Funds shall be expended by the Fund Expenditure End Date shown on the Signature and Cover Page for this Agreement. The State shall not be bound by any provision of this Agreement before the Effective Date, and shall have no obligation to pay Grantee for any Work performed or expense incurred before the Effective Date, except as described in **§5.D**, or after the Fund Expenditure End Date. 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 Insert Exhibit Number.

B. Initial Term

The Parties' respective performances under this Agreement shall commence on the Agreement Performance Beginning Date shown on the Cover Page for this Agreement and shall terminate on the Initial Agreement Expiration Date shown on the Cover Page for this Agreement (the "Initial Term") unless sooner terminated or further extended in accordance with the terms of this Agreement.

C. Extension Terms - State's Option

The State, at its discretion, shall have the option to extend the performance under this Agreement beyond the Initial Term for a period, or for successive periods, of one year or less

at the same rates and under the same terms specified in this Agreement (each such period an "Extension Term"). In order to exercise this option, the State shall provide written notice to Grantee in a form equivalent to Sample Option Letter attached to this Agreement.

D. End of Term Extension

If this Agreement approaches the end of its Initial Term, or any Extension Term then in place, the State, at its discretion, upon written notice to Grantee as provided in **§14,** may unilaterally extend such Initial Term or Extension Term for a period not to exceed two months (an "End of Term Extension"), regardless of whether additional Extension Terms are available or not. The provisions of this Agreement in effect when such notice is given shall remain in effect during the End of Term Extension. The End of Term Extension shall automatically terminate upon execution of a replacement Agreement or modification extending the total term of this Agreement.

E. Early Termination in the Public Interest

The State is entering into this Agreement to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Agreement ceases to further the public interest of the State, the State, in its discretion, may terminate this Agreement in whole or in part. A determination that this Agreement should be terminated in the public interest shall not be equivalent to a State right to terminate for convenience. This subsection shall not apply to a termination of this Agreement by the State for breach by Grantee, which shall be governed by **12.A.i.**

i. Method and Content

The State shall notify Grantee of such termination in accordance with **§14.** The notice shall specify the effective date of the termination and whether it affects all or a portion of this Agreement, and shall include, to the extent practicable, the public interest justification for the termination.

ii. Obligations and Rights

Upon receipt of a termination notice for termination in the public interest, Grantee shall be subject to the rights and obligations set forth in §12.A.i.a

iii. Payments

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

F. Grantee's Termination Under Federal Requirements

Grantee may request termination of this Grant by sending notice to the State which includes the reasons for the termination and the effective date of the termination. If this Grant is

terminated in this manner, then Grantee shall return any advanced payments made for work that will not be performed prior to the effective date of the termination.

3. DEFINITIONS

The following terms shall be construed and interpreted as follows:

A. "**Agreement**" means this 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. "**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.

D. "**Breach of Agreement**" means the failure of a Party to perform any of its obligations in accordance with this Agreement, in whole or in part or in a timely or satisfactory manner. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Grantee, or the appointment of a receiver or similar officer for Grantee or any of its property, which is not vacated or fully stayed within 30 days after the institution of such proceeding, shall also constitute a breach. If Grantee is debarred or suspended under §24-109-105, C.R.S. at any time during the term of this Agreement, then such debarment or suspension shall constitute a breach.

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. "**CORA**" means the Colorado Open Records Act, §§24-72-200.1, *et seq.*, C.R.S.

J. "**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 for this Agreement.

K. "**End of Term Extension**" means the time period defined in **§**2.D**2.D**.

L. "**Exhibits**" means the exhibits and attachments included with this Agreement as shown on the Cover Page for this Agreement.

M. "**Extension Term**" means the time period defined in **§2.C.**

N. "**Federal Award**" means an award of Federal financial assistance or a cost-reimbursement Agreement, under the Federal Acquisition Regulations or by a formula or block grant, by a Federal Awarding Agency to the Recipient. "Federal Award" also means an agreement setting

forth the terms and conditions of the Federal Award. The term does not include payments to an Agreement or payments to an individual that is a beneficiary of a Federal program.

O. "**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 is the subject of this Agreement.

P. "**Goods**" means any movable material acquired, produced, or delivered by Grantee as set forth in this Agreement and shall include any movable material acquired, produced, or delivered by Grantee in connection with the Services.

Q. "**Grant Funds**" means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Agreement.

R. "**Incident**" means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access, loss, disclosure, modification, disruption, or destruction of any communications or information resources of the State, which are included as part of the Work, as described in §§24-37.5-401, *et seq*. C.R.S. Incidents include, without limitation, (i) successful attempts to gain unauthorized access to a State system or State Records regardless of where such information is located; (ii) unwanted disruption or denial of service; (iii) the unauthorized use of a State system for the processing or storage of data; or (iv) changes to State system hardware, firmware, or software characteristics without the State's knowledge, instruction, or consent.

S. "**Initial Term**" means the time period defined in **§**2.B**2.B**.

T. "**Matching Funds**" means the funds provided Grantee as a match required to receive the Grant Funds.

U. "**Party**" means the State or Grantee, and "Parties" means both the State and Grantee.

V. "**PCI**" means payment card information including any data related to credit card holders' names, credit card numbers, or other credit card information as may be protected by state or federal law.

W. "**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.

X. "**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.

Y. "**Recipient**" means the State agency shown on the Signature and Cover Page of this Agreement, for the purposes of this Federal Award.

Z. "**Services**" means the services to be performed by Grantee as set forth in this Agreement, and shall include any services to be rendered by Grantee in connection with the Goods.

AA. "**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 Grantee which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Grantee without restrictions at the time of its disclosure to Grantee; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Grantee to the State; (iv) is disclosed to Grantee, without confidentiality obligations, by a third party who has the right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.

BB. "**State Fiscal Rules**" means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a), C.R.S.

CC. "**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.

DD. "**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.

EE. "**Subcontractor**" means third parties, if any, engaged by Grantee to aid in performance of the Work. "Subcontractor" also includes sub-grantees of grant funds.

FF. "**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. For the purposes of this Agreement, Grantee is a Subrecipient.

GG. "**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.

HH. "**Uniform Guidance**" means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

II. "**Work**" means the Goods delivered and Services performed pursuant to this Agreement.

JJ. "**Work Product**" means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, information, and any other results of the Work. "Work Product" does not include any material that was developed prior to the Effective Date that is used, without modification, in the performance of the Work.

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

4. STATEMENT OF WORK

Grantee shall complete the Work as described in this Agreement and in accordance with the provisions of Exhibit A. The State shall have no liability to compensate Grantee for the delivery of any goods or the performance of any services that are not specifically set forth in this Agreement.

5. PAYMENTS TO GRANTEE

A. Maximum Amount

Payments to Grantee are limited to the unpaid, obligated balance of the Grant Funds. The State shall not pay Grantee any amount under this Agreement that exceeds the Agreement Maximum for each State Fiscal Year shown on the Cover Page of this Agreement.

B. Payment Procedures

i. Invoices and Payment

a. The State shall pay Grantee in the amounts and in accordance with the schedule and other conditions set forth in Exhibit A.

b. Grantee shall initiate payment requests by invoice to the State, in a form and manner approved by the State.

c. The State shall pay each invoice within 45 days following the State's receipt of that invoice, so long as the amount invoiced correctly represents Work completed by Grantee and previously accepted by the State during the term that the invoice covers. If the State determines that the amount of any invoice is not correct, then Grantee shall make all changes necessary to correct that invoice.

d. The acceptance of an invoice shall not constitute acceptance of any Work performed or deliverables provided under this Agreement.

ii. Interest

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

iii. Payment Disputes

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

iv. Available Funds-Contingency-Termination

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

v. Federal Recovery

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

C. Matching Funds

Grantee shall provide Matching Funds as provided in **§5.A** and Exhibit A. Grantee shall have raised the full amount of Matching Funds prior to the Effective Date and shall report to the State regarding the status of such funds upon request. Grantee's obligation to pay all or any part of any matching funds, whether direct or contingent, only extend to funds duly and lawfully appropriated for the purposes of this Agreement by the authorized representatives of Grantee and paid into Grantee's treasury or bank account. Grantee represents to the State that the amount designated "Grantee's Matching Funds" in Exhibit A has been legally appropriated for the purposes of this Agreement by its authorized representatives and paid into its treasury or bank account. Grantee does not by this Agreement irrevocably pledge present cash reserves for payments in future fiscal years, and this Agreement is not intended to create a multiple-fiscal year debt of Grantee. Grantee shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by Grantee's laws or policies.

D. Reimbursement of Grantee Costs

The State shall reimburse Grantee's allowable costs, not exceeding the maximum total amount described in Exhibit A and **§5.A** for all allowable costs described in this Grant and shown in the Budget, except that Grantee may adjust the amounts between each line item of the Budget without formal modification to this Agreement with written approval from the State., The change shall not modify the total maximum amount of this Agreement, the maximum amount for any State fiscal year, or modify any requirements of the Work. The State shall reimburse Grantee for the federal share of properly documented allowable costs related to the Work after review and approval thereof, subject to the provisions of this Agreement and Exhibit A. However, any costs incurred by Grantee prior to the Effective Date shall not be reimbursed absent specific allowance of pre-award costs and indication that the Federal Award funding is retroactive. Grantee's costs for Work performed after the Fund

Expenditure End Date shown on the Signature and Cover Page for this Agreement, or after any phase performance period end date for a respective phase of the Work, shall not be reimbursable. The State shall only reimburse allowable costs described in this Agreement and shown in the Budget if those costs are:

i. Reasonable and necessary to accomplish the Work and for the Goods and Services provided; and

ii. Equal to the actual net cost to Grantee (i.e. the price paid minus any items of value received by Grantee that reduce the cost actually incurred).

E. Close-Out

Grantee shall close out this Award within 45 days after the Fund Expenditure End Date shown on the Signature and Cover Page for this Agreement. To complete closeout, Grantee shall submit to the State all deliverables (including documentation) as defined in this Agreement and Grantee's final reimbursement request or invoice. The State will withhold 5% of allowable costs until all final documentation has been submitted and accepted by the State as substantially complete. If the Federal Awarding Agency has not closed this Federal Award within one year and 90 days after the Fund Expenditure End Date shown on the Signature and Cover Page for this Agreement due to Grantee's failure to submit required documentation, then Grantee may be prohibited from applying for new Federal Awards through the State until such documentation is submitted and accepted.

6. REPORTING – NOTIFICATION

A. Quarterly Reports

In addition to any reports required pursuant to §16 or pursuant to any other Exhibit, for any Agreement having a term longer than three months, Grantee shall submit, on a quarterly basis, a written report specifying progress made for each specified performance measure and standard in this Agreement. Such progress report shall be in accordance with the procedures developed and prescribed by the State. Progress reports shall be submitted to the State not later than ten Business Days following the end of each calendar quarter or at such time as otherwise specified by the State.

B. Litigation Reporting

If Grantee is served with a pleading or other document in connection with an action before a court or other administrative decision making body, and such pleading or document relates to this Agreement or may affect Grantee's ability to perform its obligations under this Agreement, Grantee shall, within ten days after being served, notify the State of such action and deliver copies of such pleading or document to the State's Principal Representative identified on the Cover Page for this Agreement.

C. Performance and Final Status

Grantee shall submit all financial, performance and other reports to the State no later than 45 calendar days after the end of the Initial Term if no Extension Terms are exercised, or the final Extension Term exercised by the State, containing an evaluation and review of Grantee's performance and the final status of Grantee's obligations hereunder.

D. Violations Reporting

Grantee shall disclose, in a timely manner, in writing to the State and the Federal Awarding Agency, all violations of federal or State criminal law involving fraud, bribery, or gratuity

violations potentially affecting the Federal Award. The State or the Federal Awarding Agency may impose any penalties for noncompliance allowed under 2 CFR Part 180 and 31 U.S.C. 3321, which may include, without limitation, suspension or debarment.

7. GRANTEE RECORDS

A. Maintenance

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

B. Inspection

Grantee shall permit the State, the federal government, and any other duly authorized agent of a governmental agency to audit, inspect, examine, excerpt, copy and transcribe Grantee Records during the Record Retention Period. Grantee shall make Grantee Records available during normal business hours at Grantee's office or place of business, or at other mutually agreed upon times or locations, upon no fewer than two Business Days' notice from the State, unless the State determines that a shorter period of notice, or no notice, is necessary to protect the interests of the State.

C. Monitoring

The State will monitor Grantee's performance of its obligations under this Agreement using procedures as determined by the State. The federal government and any other duly authorized agent of a governmental agency, in its discretion, may monitor Grantee's performance of its obligations under this Agreement using procedures as determined by that governmental entity. Grantee shall allow the State to perform all monitoring required by the Uniform Guidance, based on the State's risk analysis of Grantee and this Agreement. The State shall have the right, in its sole discretion, to change its monitoring procedures and requirements at any time during the term of this Agreement. The State shall monitor Grantee's performance in a manner that does not unduly interfere with Grantee's performance of the Work.

D. Final Audit Report

Grantee shall promptly submit to the State a copy of any final audit report of an audit performed on Grantee's records that relates to or affects this Agreement or the Work, whether the audit is conducted by Grantee or a third party. Additionally, if Grantee is required to perform a single audit under 2 CFR 200.501, *et seq.*, then Grantee shall submit a copy of the results of that audit to the State within the same timelines as the submission to the federal government.

8. CONFIDENTIAL INFORMATION-STATE RECORDS

A. Confidentiality

Grantee shall keep confidential, and cause all Subcontractors to keep confidential, all State Records, unless those State Records are publicly available. Grantee shall not, without prior written approval of the State, use, publish, copy, disclose to any third party, or permit the use by any third party of any State Records, except as otherwise stated in this Agreement, permitted by law or approved in writing by the State. Grantee shall provide for the security of all State Confidential Information in accordance with all policies promulgated by the Colorado Office of Information Security and all applicable laws, rules, policies, publications, and guidelines. 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 Agreement 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 Agreement, 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 Agreement. Grantee shall ensure all such agents, employees, assigns, and Subcontractors sign agreements containing nondisclosure provisions at least as protective as those in this Agreement, and that the nondisclosure provisions are in force at all times the agent, employee, assign or Subcontractor has access to any State Confidential Information. Grantee shall provide copies of those signed nondisclosure provisions to the State upon execution of the nondisclosure provisions.

C. Use, Security, and Retention

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

D. Incident Notice and Remediation

If Grantee becomes aware of any Incident, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement,

as determined by the State. Unless Grantee can establish that none of Grantee or any of its agents, employees, assigns or Subcontractors are the cause or source of the Incident, Grantee shall be responsible for the cost of notifying each person who may have been impacted by the Incident. After an Incident, Grantee shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State. The State may adjust or direct modifications to this plan, in its sole discretion and Grantee shall make all modifications as directed by the State. If Grantee cannot produce its analysis and plan within the allotted time, the State, in its sole discretion, may perform such analysis and produce a remediation plan, and Grantee shall reimburse the State for the reasonable costs thereof.

E. Safeguarding PII

If Grantee or any of its Subcontractors will or may receive PII under this Agreement, Grantee shall provide for the security of such PII, in a manner and form acceptable to the State, including, without limitation, State non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Grantee shall be a "Third-Party Service Provider" as defined in §24-73-103(1)(i), C.R.S. and shall maintain security procedures and practices consistent with §§24-73-101 *et seq.*, C.R.S.

9. CONFLICTS OF INTEREST

A. Actual Conflicts of Interest

Grantee shall not engage in any business or activities, or maintain any relationships that conflict in any way with the full performance of the obligations of Grantee under this Agreement. Such a conflict of interest would arise when a Grantee or Subcontractor's employee, officer or agent were to offer or provide any tangible personal benefit to an employee of the State, or any member of his or her immediate family or his or her partner, related to the award of, entry into or management or oversight of this Agreement.

B. Apparent Conflicts of Interest

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

C. Disclosure to the State

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

10. INSURANCE

Grantee shall obtain and maintain, and ensure that each Subcontractor shall obtain and maintain, insurance as specified in this section at all times during the term of this Agreement. All insurance policies required by this Agreement that are not provided through self-insurance shall be issued by insurance companies as approved by the State.

A. Workers' Compensation

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

B. General Liability

Commercial general liability insurance covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:

i. $1,000,000 each occurrence;

ii. $1,000,000 general aggregate;

iii. $1,000,000 products and completed operations aggregate; and

iv. $50,000 any one fire.

C. Automobile Liability

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

D. Cyber/Network Security and Privacy Liability

Liability insurance covering civil, regulatory, and statutory damages, contractual damages, data breach management exposure, and any loss of income or extra expense as a result of actual or alleged breach, violation, or infringement of right to privacy, consumer data protection law, confidentiality or other legal protection for personal information, as well as State Confidential Information with minimum limits as follows:

i. $1,000,000 each occurrence; and

ii. $2,000,000 general aggregate.

E. Professional Liability Insurance

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

i. $1,000,000 each occurrence; and

ii. $1,000,000 general aggregate.

F. Crime Insurance

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

i. $1,000,000 each occurrence; and

ii. $1,000,000 general aggregate.

G. Additional Insured

The State shall be named as additional insured on all commercial general liability policies (leases and construction Agreements require additional insured coverage for completed operations) required of Grantee and Subcontractors.

H. Primacy of Coverage

Coverage required of Grantee and each Subcontractor shall be primary and noncontributory over any insurance or self-insurance program carried by Grantee or the State.

I. Cancellation

All commercial insurance policies shall include provisions preventing cancellation or non-renewal, except for cancellation based on non-payment of premiums, without at least 30 days prior notice to Grantee and Grantee shall forward such notice to the State in accordance with **§14** within seven days of Grantee's receipt of such notice.

J. Subrogation Waiver

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

K. Public Entities

If Grantee is a "public entity" within the meaning of the Colorado Governmental Immunity Act, §§24-10-101, *et seq.*, C.R.S. (the "GIA"), Grantee shall maintain, in lieu of the liability insurance requirements stated above, at all times during the term of this Agreement such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA. If a Subcontractor is a public entity within the meaning of the GIA, Grantee shall ensure that the Subcontractor maintain at all times during the terms of this Grantee, in lieu of the liability insurance requirements stated above, such liability insurance, by commercial policy or self-insurance, as is necessary to meet the Subcontractor's obligations under the GIA.

L. Certificates

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

11. BREACH OF AGREEMENT

In the event of a Breach of Agreement, the aggrieved Party shall give written notice of Breach of Agreement to the other Party. If the notified Party does not cure the breach, at its sole expense, within 30 days after the delivery of written notice, the Party may exercise any of the remedies as described in **§12** for that Party. Notwithstanding any provision of this Agreement to the contrary, the State, in its discretion, need not provide notice or a cure period and may immediately terminate this Agreement in whole or in part or institute any other remedy in this Agreement in order to protect the public interest of the State; or if Grantee is debarred or suspended under §24-109-105, C.R.S., the State, in its discretion, need not provide notice or cure period and may terminate this Agreement in whole or in part or institute any other remedy in this Agreement as of the date that the debarment or suspension takes effect.

12. REMEDIES

A. State's Remedies

If Grantee is in breach under any provision of this Agreement and fails to cure such breach, the State, following the notice and cure period set forth in **§11,** shall have all of the remedies listed in this section in addition to all other remedies set forth in this Agreement or at law. The State may exercise any or all of the remedies available to it, in its discretion, concurrently or consecutively.

i. Termination for Breach

In the event of Grantee's uncured breach, the State may terminate this entire Agreement or any part of this Agreement. Additionally, if Grantee fails to comply with any terms of the Federal Award, then the State may, in its discretion or at the direction of a Federal Awarding Agency, terminate this entire Agreement or any part of this Agreement. Grantee shall continue performance of this Agreement to the extent not terminated, if any.

a. Obligations and Rights

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

b. Payments

Notwithstanding anything to the contrary, the State shall only pay Grantee for accepted Work received as of the date of termination. If, after termination by the State, the State agrees that Grantee was not in breach or that Grantee's action or inaction was excusable, such termination shall be treated as a termination in the

public interest, and the rights and obligations of the Parties shall be as if this Agreement had been terminated in the public interest under **§2.E**.

c. Damages and Withholding

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

ii. Remedies Not Involving Termination

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

a. Suspend Performance

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

b. Withhold Payment

Withhold payment to Grantee until Grantee corrects its Work.

c. Deny Payment

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

d. Removal

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

e. Intellectual Property

If any Work infringes, or if the State in its sole discretion determines that any Work is likely to infringe, a patent, copyright, trademark, trade secret or other intellectual property right, Grantee shall, as approved by the State **(i)** secure that right to use such Work for the State and Grantee; **(ii)** replace the Work with noninfringing Work or modify the Work so that it becomes noninfringing; or, **(iii)**

remove any infringing Work and refund the amount paid for such Work to the State.

B. Grantee's Remedies

If the State is in breach of any provision of this Agreement and does not cure such breach, Grantee, following the notice and cure period in **§11** and the dispute resolution process in **§13** shall have all remedies available at law and equity.

13. **DISPUTE RESOLUTION**

A. Initial Resolution

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

B. Resolution of Controversies

If the initial resolution described in §13.A**13.A** fails to resolve the dispute within ten Business Days, Grantee shall submit any alleged breach of this Agreement by the State to the Procurement Official of the State Agency named on the Cover Page of this Agreement as described in §24-101-301(30), C.R.S. for resolution following the same resolution of controversies process as described in §§24-106-109, and 24-109-101.1 through 24-109-505, C.R.S. (the "Resolution Statutes"), except that if Grantee wishes to challenge any decision rendered by the Procurement Official, Grantee's challenge shall be an appeal to the executive director of the Department of Personnel and Administration, or their delegate, in the same manner as described in the Resolution Statutes before Grantee pursues any further action. Except as otherwise stated in this Section, all requirements of the Resolution Statutes shall apply including, without limitation, time limitations regardless of whether the Colorado Procurement Code applies to this Agreement.

14. **NOTICES AND REPRESENTATIVES**

Each individual identified as a Principal Representative on the Cover Page for this Agreement shall be the principal representative of the designating Party. All notices required or permitted to be given under this Agreement shall be in writing, and shall be delivered **(A)** by hand with receipt required, **(B)** by certified or registered mail to such Party's principal representative at the address set forth below or **(C)** as an email with read receipt requested to the principal representative at the email address, if any, set forth on the Cover Page for this Agreement. If a Party delivers a notice to another through email and the email is undeliverable, then, unless the Party has been provided with an alternate email contact, the Party delivering the notice shall deliver the notice by hand with receipt required or by certified or registered mail to such Party's principal representative at the address set forth on the Cover Page for this Agreement. Either Party may change its principal representative or principal representative contact information, or may designate specific other individuals to receive certain types of notices in addition to or in lieu of a principal representative, by notice submitted in accordance with this section without a formal amendment to this Agreement. Unless otherwise provided in this Agreement, notices shall be effective upon delivery of the written notice.

15. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

A. Work Product

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, Grantee 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 Grantee cannot make any of the assignments required by this section, Grantee 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, Grantee 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 Grantee 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 Grantee is under Agreement with the State at the time, Grantee 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. Grantee 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"). Grantee shall not use, willingly allow, cause or permit Work Product or State Materials to be used for any purpose other than the performance of Grantee's obligations in this Agreement without the prior written consent of the State. Upon termination of this Agreement for any reason, Grantee shall provide all Work Product and State Materials to the State in a form and manner as directed by the State.

C. Exclusive Property of Grantee

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

16. GENERAL PROVISIONS

A. Assignment

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

B. Subcontractors

Grantee shall not enter into any subgrant or Subcontract in connection with its obligations under this Agreement without the prior, written approval of the State. Grantee shall submit to the State a copy of each such subgrant or Subcontract upon request by the State. All subgrants and Subcontracts entered into by Grantee in connection with this Agreement shall comply with all applicable federal and state laws and regulations, shall provide that they are governed by the laws of the State of Colorado, and shall be subject to all provisions of this Agreement. If the entity with whom Grantee enters into a Subcontract or subgrant would also be considered a Subrecipient, then the Subcontract or subgrant entered into by Grantee shall also contain provisions permitting both Grantee and the State to perform all monitoring of that Subcontract in accordance with the Uniform Guidance.

C. Binding Effect

Except as otherwise provided in **§17.A**, all provisions of this Agreement, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.

D. Authority

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

E. Captions and References

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

F. Counterparts

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

G. Entire Understanding

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

H. Digital Signatures

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

I. Modification

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

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

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

K. External Terms and Conditions

Notwithstanding anything to the contrary herein, the State shall not be subject to any provision included in any terms, conditions, or agreements appearing on Grantee's or a Subcontractor's website or any provision incorporated into any click-through or online agreements related to the Work unless that provision is specifically referenced in this Agreement.

L. Severability

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

M. Survival of Certain Agreement Terms

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

N. Taxes

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

O. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described in **§ 17.A,** this Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Agreement are incidental to this Agreement, and do not create any rights for such third parties.

P. Waiver

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

Q. CORA Disclosure

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

R. Standard and Manner of Performance

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

S. Licenses, Permits, and Other Authorizations

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

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

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

U. Accessibility

i. Grantee shall comply with and the Work Product provided under this Agreement shall be in compliance with all applicable provisions of §§24-85-101, *et seq*., C.R.S., and

the Accessibility Standards for Individuals with a Disability, as established by the Governor's Office of Information Technology (OIT), pursuant to Section §24-85-103 (2.5), C.R.S. Grantee shall also comply with all State of Colorado technology standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards.

ii. Grantee shall indemnify, save, and hold harmless the Indemnified Parties against any and all costs, expenses, claims, damages, liabilities, court awards and other amounts (including attorneys' fees and related costs) incurred by any of the Indemnified Parties in relation to Grantee's failure to comply with §§24-85-101, *et seq*., C.R.S., or the Accessibility Standards for Individuals with a Disability as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S.

iii. The State may require Grantee's compliance to the State's Accessibility Standards to be determined by a third party selected by the State to attest to Grantee's Work Product and software is in compliance with §§24-85-101, *et seq*., C.R.S., and the Accessibility Standards for Individuals with a Disability as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S.

17. **COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3)**

These Special Provisions apply to all agreements except where noted in italics.

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

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

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

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

C. **GOVERNMENTAL IMMUNITY.**

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

D. **INDEPENDENT CONTRACTOR.**

Grantee shall perform its duties hereunder as an independent contractor, and not as an employee. Neither Grantee nor any agent or employee of Grantee shall be deemed to be an agent or employee of the State. Grantee shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. **Grantee and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not**

pay for or otherwise provide such coverage for Grantee or any of its agents or employees. Grantee shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Agreement. Grantee shall (i) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (ii) provide proof thereof when requested by the State, and (iii) be solely responsible for its acts and those of its employees and agents.

E. **COMPLIANCE WITH LAW.**

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

F. **CHOICE OF LAW, JURISDICTION, AND VENUE.**

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

G. **PROHIBITED TERMS.**

Any term included in this Agreement that requires the State to indemnify or hold Grantee harmless; requires the State to agree to binding arbitration; limits Grantee's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Nothing in this Agreement shall be construed as a waiver of any provision of §24-106-109 C.R.S.

H. **SOFTWARE PIRACY PROHIBITION.**

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

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

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

J. **VENDOR OFFSET AND ERRONEOUS PAYMENTS. §§24-30-202(1) and 24-30-202.4, C.R.S.**

[*Not applicable to intergovernmental agreements*] Subject to §24-30-202.4(3.5), C.R.S., the State Controller may withhold payment under the State's vendor offset intercept system for

debts owed to State agencies for: **(i)** unpaid child support debts or child support arrearages; **(ii)** unpaid balances of tax, accrued interest, or other charges specified in §§39-21-101, *et seq.*, C.R.S.; **(iii)** unpaid loans due to the Student Loan Division of the Department of Higher Education; **(iv)** amounts required to be paid to the Unemployment Compensation Fund; and **(v)** other unpaid debts owing to the State as a result of final agency determination or judicial action. The State may also recover, at the State's discretion, payments made to Grantee in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by Grantee by deduction from subsequent payments under this Agreement, deduction from any payment due under any other Agreements, grants or agreements between the State and Grantee, or by any other appropriate method for collecting debts owed to the State.

EXHIBIT A, STATEMENT OF WORK

Project Description	2022-MMOF-F: Operating (Kids Ride Free Program)		
Project End Date	December 31, 2026		
Subrecipient	Pueblo, City of	**UEID #**	NJK3BNUDRHJ7
Contact Name	Benjamin Valdez	**Vendor #**	2000036
Address	350 Alan Hamel Avenue Pueblo, CO 81003	**Phone #**	(719) 553-2706
Email	bvaldez@pueblo.us	**Indirect Rate**	N/A
WBS*	26409.10.50	**ALI**	30.09.08
Total Project Budget			**$65,000.00**
MMOF-F (ARPA-SLFRF) Funds (at 100% or less)			$65,000.00
Local Funds (at 0% or more)			$0.00
Total Project Amount Encumbered via this Grant Agreement			**$65,000.00**

*The WBS numbers may be replaced without changing the amount of the grant at CDOT's discretion.

A. Project Description

City of Pueblo shall use 2022-MMOF-F (ARPA-SLFRF) funds to maintain the existence of public transportation services through the following goals:

1. Enhance access to health care, education, employment, public services, recreation, social transactions, and other basic needs;

2. Assist in the maintenance, development, improvement and use of public transportation in their Transportation Planning Region (TPR);

3. Encourage and facilitate the most efficient use of all transportation funds used to provide passenger transportation in their TPR through the coordination of programs and services; and

4. Encourage mobility management, employment-related transportation alternatives, joint development practices, and transit-oriented development.

This funding is provided to support the services described above from the date of execution of this Grant Agreement through December 31, 2026.

B. Performance Standards

1. Project Milestones

Milestone Description	**Original Estimated Completion Date**
Submit First Reimbursement Request in COTRAMS	**9/15/2024**
Submit Progress Reports to CDOT Project Manager	**9/30/2024**
Submit Final Reimbursement Request in COTRAMS	**9/30/2026**
IMPORTANT NOTE: All milestones in this Statement of Work must be completed no later than the expiration date of this Grant Agreement: **December 31, 2026**.	

2. Performance will be reviewed throughout the duration of this Grant Agreement. City of Pueblo shall report to the CDOT Project Manager whenever one or more of the following occurs:

a. Budget or schedule changes;
b. Scheduled milestone or completion dates are not met;
c. Identification of problem areas and how the problems will be resolved; and/or
d. Expected impacts and the efforts to recover from delays.

C. Project Budget

1. The Total Project Budget is $65,000.00. CDOT will pay no more than 100% of the eligible, actual project costs, up to the maximum amount of $65,000.00. CDOT will retain any remaining balance of the state share of MMOF Funds. City of Pueblo shall be solely responsible for all costs incurred in the project in excess of the amount paid by CDOT from MMOF Funds for the state share of eligible, actual costs. For CDOT accounting purposes, the MMOF Funds of $65,000.00 will be encumbered for this Grant Agreement.

2. No refund or reduction of the amount of City of Pueblo's share to be provided for the project will be allowed unless there is at the same time a refund or reduction of the state share of a proportionate amount.

3. City of Pueblo may use eligible federal funds for the Local Funds share. City of Pueblo's share, together with the State MMOF Funds share, must be enough to ensure payment of the Total Project Budget.

4. Per the terms of this Grant Agreement, CDOT shall have no obligation to provide state funds for use on this project. CDOT will administer MMOF funds for this project under the terms of this Grant Agreement, provided that the state share of MMOF funds to be administered by CDOT are made available and remain available. City of Pueblo shall initiate and prosecute to completion all actions necessary to enable City of Pueblo to provide its share of the Total Project Budget at or prior to the time that such funds are needed to meet the Total Project Budget.

D. Allowable Costs

1. City of Pueblo shall agree to adhere to the provisions for allowable and unallowable costs cited in the following regulations: 2 CFR 200.420 through 200.475; FTA C 5010.1E Chapter VI: Financial Management; Master Agreement, Section 6 "Non-Federal Share;" and 2 CFR 200.102. Other applicable requirements for cost allowability not cited previously, shall also be considered.

2. City of Pueblo's operating expenses are those costs directly related to system operations. City of Pueblo at a minimum, should consider the following items as operating expenses: fuel, oil, drivers and dispatcher salaries and fringe benefits, and licenses.

3. If City of Pueblo elects to take administrative assistance, eligible costs may include but are not limited to: general administrative expenses (e.g., salaries of the project director, secretary, and bookkeeper); marketing expenses; insurance premiums or payments to a self-insurance reserve; office supplies; facilities and equipment rental; standard overhead rates; and the costs of administering drug and alcohol testing. Additionally, administrative costs for promoting and coordinating ridesharing are eligible as project administration if the activity is part of a coordinated public transportation program.

E. Reimbursement Eligibility

1. City of Pueblo must submit invoice(s) monthly via COTRAMS. Reimbursement will apply only to eligible expenses that are incurred within the period of performance of this Grant Agreement.

2. City of Pueblo may not submit requests for reimbursements more than once per month. Reimbursement requests must be within the limits of this Grant Agreement. City of Pueblo will be reimbursed based on the ratio of State Funds share and Local Funds share set forth in the Project Budget above.

3. City of Pueblo must submit the final invoice within forty-five (45) calendar days of September 30, 2026 and submit a Grant Closeout/Liquidation (GCL) Form in COTRAMS within fifteen (15) calendar days of issuance of the final reimbursement payment.

F. Training

In an effort to enhance transit safety, City of Pueblo and any subrecipients and subcontractors shall make a good faith effort to ensure that appropriate training of agency and contracted personnel is occurring and that personnel are up to date in appropriate certifications. In particular, City of Pueblo shall ensure that driving personnel are provided professional training in defensive driving and training on the handling of mobility devices and transporting older adults and individuals with disabilities.

G. Restrictions on Lobbying

City of Pueblo is certifying that it complies with 2 CFR 200.450 by entering into this Grant Agreement.

H. Special Conditions

1. City of Pueblo will comply with all requirements imposed by CDOT on City of Pueblo so that the state award is used in accordance with state statutes, regulations, and the terms and conditions of the state award.

2. City of Pueblo must permit CDOT and their auditors to have access to City of Pueblo's records and financial statements as necessary, with reasonable advance notice.

3. Except as provided in this Grant Agreement, City of Pueblo shall not be reimbursed for any purchase, issued purchase order, or leased capital equipment prior to the execution of this Grant Agreement.

4. City of Pueblo shall document any loss, damage, or theft of FTA- or state-funded property, equipment, or rolling stock in COTRAMS.

5. City of Pueblo shall ensure that it does 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 in accordance with Title VI of the Civil Rights Act of 1964.

6. City of Pueblo shall seek to ensure non-discrimination in its programs and activities by developing and maintaining a Title VI Program in accordance with the "Requirements for FTA Subrecipients" in CDOT's Title VI Program Plan and Federal Transit Administration Circular 4702.1B, "Title VI Requirements and Guidelines for FTA Recipients." The Party shall also facilitate FTA's compliance with Executive Order 12898 and DOT Order 5610.2(a) by incorporating the principles of environmental justice in planning, project development and public outreach in accordance with FTA Circular 4703.1 "Environmental Justice Policy Guidance for Federal Transit Administration Recipients."

7. City of Pueblo will provide transportation services to persons with disabilities, in accordance with Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq.

8. City of Pueblo shall develop and maintain an ADA Program in accordance with 28 CFR Part 35, Nondiscrimination on the Basis of Disability in State and Local Government Services, FTA Circular 4710.1, and any additional requirements established by CDOT for FTA subrecipients.

9. City of Pueblo shall ensure that it will comply with the Americans with Disabilities Act, Section 504 of the Rehabilitation Act, FTA guidance, and any other federal, state, and/or local laws, rules and/or regulations. In any contract utilizing federal funds, land, or other federal aid, City of Pueblo shall require its subrecipients and/or contractors to provide a statement of written assurance that they will comply with Section 504 and not discriminate on the basis of disability.

10. City of Pueblo shall agree to produce and maintain documentation that supports compliance with the Americans with Disabilities Act to CDOT upon request.

EXHIBIT B, SAMPLE OPTION LETTER

State Agency Insert Department's or IHE's Full Legal Name	**Option Letter Number** Insert the Option Number (e.g. "1" for the first option)
Grantee Insert Grantee's Full Legal Name, including "Inc.", "LLC", etc...	**Original Agreement Number** Insert CMS number or Other Agreement Number of the Original Agreement
Current Agreement Maximum Amount Initial Term State Fiscal Year 20xx $0.00 Extension Terms State Fiscal Year 20xx $0.00 State Fiscal Year 20xx $0.00 State Fiscal Year 20xx $0.00 State Fiscal Year 20xx $0.00 Total for All State Fiscal Years $0.00	**Option Agreement Number** Insert CMS number or Other Agreement Number of this Option **Agreement Performance Beginning Date** Month Day, Year **Current Agreement Expiration Date** Month Day, Year

1. **OPTIONS:**
   A. Option to extend for an Extension Term
2. **REQUIRED PROVISIONS:**

A. **For use with Option 1(A):** In accordance with Section(s) Number of the Original Agreement referenced above, the State hereby exercises its option for an additional term, beginning Insert start date and ending on the current Agreement expiration date shown above, at the rates stated in the Original Agreement, as amended.

3. **OPTION EFFECTIVE DATE:**

A. The effective date of this Option Letter is upon approval of the State Controller or , whichever is later.

STATE OF COLORADO Jared S. Polis, Governor INSERT-Name of Agency or IHE INSERT-Name & Title of Head of Agency or IHE _____ By: Name & Title of Person Signing for Agency or IHE Date: _____	In accordance with §24-30-202, C.R.S., this Option is not valid until signed and dated below by the State Controller or an authorized delegate. **STATE CONTROLLER** **Robert Jaros, CPA, MBA, JD** By:_____ Name of Agency or IHE Delegate-Please delete if agreement will be routed to OSC for approval Option Effective Date:_____

EXHIBIT C, BUDGET

1. BUDGET BY US TREASURY EXPENDITURE CATEGORY

1.1 Expenditure Categories identified in Exhibit C will determine what is reported on as outlined in Exhibits D-G.

Project Number	Project Title	US Treasury Expenditure Category Number and Name	Budget
Total			

2. BUDGET BY FUNCTION

3. EXPENDITURE CATEGORY MODIFICATIONS

3.1 Increases or decreases in any Expenditure Category must be requested and approved by the State Agency by using the SLFRF Expenditure Modification Form. This form can be found at: https://osc.colorado.gov/american-rescue-plan-act (see SLFRF Grant Agreement Templates tab).

Exhibit D, Federal Provisions

1. APPLICABILITY OF PROVISIONS.

1.1. The Grant to which these Federal Provisions are attached has been funded, in whole or in part, with an Award of Federal funds. In the event of a conflict between the provisions of these Federal Provisions, the Special Provisions, the body of the Grant, or any attachments or exhibits incorporated into and made a part of the Grant, the provisions of these Federal Provisions shall control.

1.2. The State of Colorado is accountable to Treasury for oversight of their subrecipients, including ensuring their subrecipients comply with the SLFRF statute, SLFRF Award Terms and Conditions, Treasury's Final Rule, and reporting requirements, as applicable.

1.3. Additionally, any subrecipient that issues a subaward to another entity (2nd tier subrecipient), must hold the 2nd tier subrecipient accountable to these provisions and adhere to reporting requirements.

1.4. These Federal Provisions are subject to the Award as defined in §2 of these Federal Provisions, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institutions of higher education.

2. DEFINITIONS.

2.1. For the purposes of these Federal Provisions, the following terms shall have the meanings ascribed to them below.

2.1.1. "Award" means an award of Federal financial assistance, and the Grant setting forth the terms and conditions of that financial assistance, that a non-Federal Entity receives or administers.

2.1.2. "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.

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. Grantee also means Subrecipient.

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. For SLFRF Grants, a subrecipient relationship continues to exist for Expenditure Category 6.1 Revenue Replacement. Subrecipient also means Grantee.

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.

2.1.16. "Total Compensation" means the cash and noncash dollar value earned by an Executive during the Prime Recipient's or Subrecipient's preceding fiscal year (see 48 CFR 52.204-10, as prescribed in 48 CFR 4.1403(a)) and includes the following:

2.1.16.1. Salary and bonus;

2.1.16.2. Awards of stock, stock options, and stock appreciation rights, using the dollar amount recognized for financial statement reporting purposes with respect to the

fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2005) (FAS 123R), Shared Based Payments;

2.1.16.3. Earnings for services under non-equity incentive plans, not including group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of Executives and are available generally to all salaried employees;

2.1.16.4. Change in present value of defined benefit and actuarial pension plans;

2.1.16.5. Above-market earnings on deferred compensation which is not tax-qualified;

2.1.16.6. Other compensation, if the aggregate value of all such other compensation (e.g., severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the Executive exceeds $10,000.

2.1.17. "Transparency Act" means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252.

2.1.18. "Uniform Guidance" means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The terms and conditions of the Uniform Guidance flow down to Awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal Award specifically indicate otherwise.

2.1.19. "Unique Entity ID Number" means the Unique Entity ID established by the federal government for a Grantee or Subrecipient at https://sam.gov/content/home.

3. COMPLIANCE.

3.1. Subrecipient shall comply with all applicable provisions of the Transparency Act and the regulations issued pursuant thereto, all 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 terms or conditions that undermine efforts to stop COVID-19 or discourage compliance with recommendations and CDC guidelines.

4. SYSTEM FOR AWARD MANAGEMENT (SAM) AND UNIQUE ENTITY IDENTIFIER (UEI) REQUIREMENTS.

4.1. SAM. Subrecipient shall maintain the currency of its information in SAM until the Grantee submits the final financial report required under the Award or receives final payment, whichever is later. Grantee shall review and update SAM information at least annually after the initial registration, and more frequently if required by changes in its information.

4.2. UEI. Grantee shall provide its Unique Entity ID to its Prime Recipient, and shall update Grantee's information at https://www.sam.gov at least annually after the initial registration, and more frequently if required by changes in Grantee's information.

5. TOTAL COMPENSATION.

5.1. Grantee shall include Total Compensation in SAM for each of its five most highly compensated Executives for the preceding fiscal year if:

5.1.1. The total Federal funding authorized to date under the Award is $30,000 or more; and

5.1.2. In the preceding fiscal year, Grantee received:

5.1.2.1. 80% or more of its annual gross revenues from Federal procurement Agreements and Subcontractors and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and

5.1.2.2. $30,000,000 or more in annual gross revenues from Federal procurement Agreements and Subcontractors and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and

5.1.2.3. 5.1.2.3 The public does not have access to information about the compensation of such Executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or § 6104 of the Internal Revenue Code of 1986.

6. REPORTING.

6.1. If Grantee is a Subrecipient of the Award pursuant to the Transparency Act, Grantee shall report data elements to SAM and to the Prime Recipient as required in this Exhibit. No direct payment shall be made to Grantee for providing any reports required under these Federal Provisions and the cost of producing such reports shall be included in the Grant price. The reporting requirements in this Exhibit are based on guidance from the OMB, and as such are subject to change at any time by OMB. Any such changes shall be automatically incorporated into this Grant and shall become part of Grantee's obligations under this Grant.

7. EFFECTIVE DATE AND DOLLAR THRESHOLD FOR FEDERAL REPORTING.

7.1. Reporting requirements in §8 below apply to new Awards as of October 1, 2010, if the initial award is $30,000 or more. If the initial Award is below $30,000 but subsequent Award modifications result in a total Award of $30,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds $30,000. If the initial Award is $30,000 or more, but funding is subsequently de-obligated such that the total award amount falls below $30,000, the Award shall continue to be subject to the reporting requirements. If the total award is below $30,000 no reporting required; if more than $30,000 and less than $50,000 then FFATA reporting is required; and, $50,000 and above SLFRF reporting is required.

7.2. The procurement standards in §9 below are applicable to new Awards made by Prime Recipient as of December 26, 2015. The standards set forth in §11 below are applicable to audits of fiscal years beginning on or after December 26, 2014.

8. SUBRECIPIENT REPORTING REQUIREMENTS.

8.1. Grantee shall report as set forth below.

8.1.1. Grantee shall use the SLFRF Subrecipient Quarterly Report Workbook as referenced in Exhibit F to report to the State Agency within ten (10) days following each quarter ended September, December, March and June. Additional information on specific requirements are detailed in the SLFRF Subrecipient Quarterly Report Workbooks and "Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at www.treasury.gov.

EC 1 – Public Health

All Public Health Projects

a) Description of structure and objectives

b) Description of relation to COVID-19
c) Identification of impacted and/or disproportionately impacted communities
d) Capital Expenditures
    i. Presence of capital expenditure in project
    ii. Total projected capital expenditure
    iii. Type of capital expenditure
    iv. Written justification
    v. Labor reporting

COVID-19 Interventions and Mental Health (1.4, 1.11, 1.12, 1.13)

a) Amount of total project used for evidence-based programs
b) Evaluation plan description

COVID-19 Small Business Economic Assistance (1.8)

a) Number of small businesses served

COVID-19 Assistance to Non-Profits (1.9)

a) Number of non-profits served

COVID-19 Aid to Travel, Tourism, and Hospitality or Other Impacted Industries (1.10)

a) Sector of employer
b) Purpose of funds

EC 2 – Negative Economic Impacts

All Negative Economic Impacts Projects

a) Description of project structure and objectives
b) Description of project's response to COVID-19
c) Identification of impacted and/or disproportionately impacted communities
d) Amount of total project used for evidence-based programs and description of evaluation plan *(not required for 2.5, 2.8, 2.21-2.24, 2.27-2.29, 2.31, 2.34-2.36)*
e) Number of workers enrolled in sectoral job training programs
f) Number of workers completing sectoral job training programs
g) Number of people participating in summer youth employment programs
h) Capital Expenditures
    i. Presence of capital expenditure in project
    ii. Total projected capital expenditure
    iii. Type of capital expenditure
    iv. Written justification
    v. Labor reporting

Household Assistance (2.1-2.8)

a) Number of households served
b) Number of people or households receiving eviction prevention services (2.2 & 2.5 only) *(Federal guidance may change this requirement in July 2022)*
c) Number of affordable housing units preserved or developed (2.2 & 2.5 only) *(Federal guidance may change this requirement in July 2022)*

Healthy Childhood Environments (2.11-2.13)

a) Number of children served by childcare and early learning *(Federal guidance may change this requirement in July 2022)*
b) Number of families served by home visiting *(Federal guidance may change this requirement in July 2022)*

Education Assistance (2.14, 2.24-2.27)

a) National Center for Education Statistics ("NCES") School ID or NCES District ID
b) Number of students participating in evidence-based programs *(Federal guidance may change this requirement in July 2022)*

Housing Support (2.15, 2.16, 2.18)

a) Number of people or households receiving eviction prevention services *(Federal guidance may change this requirement in July 2022)*
b) Number of affordable housing units preserved or developed *(Federal guidance may change this requirement in July 2022)*

Small Business Economic Assistance (2.29-2.33)

a) Number of small businesses served

Assistance to Non-Profits (2.34)

a) Number of non-profits served

Aid to Travel, Tourism, and Hospitality or Other Impacted Industries (2.35-2.36)

a) Sector of employer
b) Purpose of funds
c) If other than travel, tourism and hospitality (2.36) – description of hardship

EC 3 – Public Health – Negative Economic Impact: Public Sector Capacity

Payroll for Public Health and Safety Employees (EC 3.1)

a) Number of government FTEs responding to COVID-19

Rehiring Public Sector Staff (EC 3.2)

a) Number of FTEs rehired by governments

EC 4 – Premium Pay

All Premium Pay Projects

a) List of sectors designated as critical by the chief executive of the jurisdiction, if beyond those listed in the final rule
b) Numbers of workers served
c) Employer sector for all subawards to third-party employers
d) Written narrative justification of how premium pay is responsive to essential work during the public health emergency for non-exempt workers or those making over 150 percent of the state/county's average annual wage
e) Number of workers to be served with premium pay in K-12 schools

EC 5 – Infrastructure Projects

All Infrastructure Projects

a) Projected/actual construction start date (month/year)
b) Projected/actual initiation of operations date (month/year)
c) Location (for broadband, geospatial data of locations to be served)
d) Projects over $10 million

i. Prevailing wage certification or detailed project employment and local impact report
ii. Project labor agreement certification or project workforce continuity plan
iii. Prioritization of local hires
iv. Community benefit agreement description, if applicable

Water and sewer projects (EC 5.1-5.18)

a) National Pollutant Discharge Elimination System (NPDES) Permit Number (if applicable; for projects aligned with the Clean Water State Revolving Fund)
b) Public Water System (PWS) ID number (if applicable; for projects aligned with the Drinking Water State Revolving Fund)
c) Median Household Income of service area
d) Lowest Quintile Income of the service area

Broadband projects (EC 5.19-5.21)

a) Confirm that the project is designed to, upon completion, reliably meet or exceed symmetrical 100 Mbps download and upload speeds.
    i. If the project is not designed to reliably meet or exceed symmetrical 100 Mbps download and upload speeds, explain why not, and
    ii. Confirm that the project is designed to, upon completion, meet or exceed 100 Mbps download speed and between at least 20 Mbps and 100 Mbps upload speed, and be scalable to a minimum of 100 Mbps download speed and 100 Mbps upload speed.
b) Additional programmatic data will be required for broadband projects and will be defined in a subsequent version of the US Treasury Reporting Guidance, including, but not limited to *(Federal guidance may change this requirement in July 2022)*:
    i. Number of households (broken out by households on Tribal lands and those not on Tribal lands) that have gained increased access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, with the number of households with access to minimum speed standard of reliable 100 Mbps symmetrical upload and download and number of households with access to minimum speed standard of reliable 100 Mbps download and 20 Mbps upload
    ii. Number of institutions and businesses (broken out by institutions on Tribal lands and those not on Tribal lands) that have projected increased access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, in each of the following categories: business, small business, elementary school, secondary school, higher education institution, library, healthcare facility, and public safety organization, with the number of each type of institution with access to the minimum speed standard of reliable 100 Mbps symmetrical upload and download; and number of each type of institution with access to the minimum speed standard of reliable 100 Mbps download and 20 Mbps upload.

iii. Narrative identifying speeds/pricing tiers to be offered, including the speed/pricing of its affordability offering, technology to be deployed, miles of fiber, cost per mile, cost per passing, number of households (broken out by households on Tribal lands and those not on Tribal lands) projected to have increased access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, number of households with access to minimum speed standard of reliable 100 Mbps symmetrical upload and download, number of households with access to minimum speed standard of reliable 100 Mbps download and 20 Mbps upload, and number of institutions and businesses (broken out by institutions on Tribal lands and those not on Tribal lands) projected to have increased access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, in each of the following categories: business, small business, elementary school, secondary school, higher education institution, library, healthcare facility, and public safety organization. Specify the number of each type of institution with access to the minimum speed standard of reliable 100 Mbps symmetrical upload and download; and the number of each type of institution with access to the minimum speed standard of reliable 100 Mbps download and 20 Mbps upload.

All Expenditure Categories

a) Program income earned and expended to cover eligible project costs

8.1.2. To SAM. A Subrecipient shall register in SAM and report the following data elements in SAM for each Federal Award Identification Number (FAIN) assigned by a Federal Agency to Prime Recipient no later than 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 UEI Number as registered in SAM.

8.1.3.2. Primary Place of Performance Information, including: Street Address, City, State, Country, Zip code + 4, and Congressional District.

8.1.3.3. Narrative identifying methodology for serving disadvantaged communities. See the "Project Demographic Distribution" section in the "Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at www.treasury.gov. This requirement is applicable to all projects in Expenditure Categories 1 and 2.

8.1.3.4. Narrative identifying funds allocated towards evidenced-based interventions and the evidence base. See the "Use of Evidence" section in the "Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at www.treasury.gov. See section 8.1.1 for relevant Expenditure Categories.

8.1.3.5. Narrative describing the structure and objectives of the assistance program and in what manner the aid responds to the public health and negative economic impacts of COVID-19. This requirement is applicable to Expenditure Categories 1 and 2. For aid to travel, tourism, and hospitality or other impacted industries (EC 2.11-2.12), also provide the sector of employer, purpose of funds, and if not travel, tourism and hospitality a description of the pandemic impact on the industry.

8.1.3.6. Narrative identifying the sector served and designated as critical to the health and well-being of residents by the chief executive of the jurisdiction and the number of workers expected to be served. For groups of workers (e.g., an operating unit, a classification of worker, etc.) or, to the extent applicable, individual workers, other than those where the eligible worker receiving premium pay is earning (with the premium pay included) below 150 percent of their residing state or county's average annual wage for all occupations, as defined by the Bureau of Labor Statistics Occupational Employement and Wage Statistics, whichever is higher, OR the eligible worker reciving 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).

8.1.3.7.1. For projects over $10 million:

8.1.3.7.1.1. 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.

8.1.3.7.1.2. 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.

8.1.3.7.1.3. Whether the project prioritizes local hires.

8.1.3.7.1.4. 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 G – SLFRF Reporting Modification Form.

9. PROCUREMENT STANDARDS.

9.1. Procurement Procedures. A Subrecipient shall use its own documented procurement procedures which reflect applicable State, local, and Tribal laws and applicable regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation, 2 CFR 200.318 through 200.327 thereof.

9.2. Domestic preference for procurements (2 CFR 200.322). As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all Agreements and purchase orders for work or products under this award.

9.3. Procurement of Recovered Materials. If a Subrecipient is a State Agency or an agency of a political subdivision of the State, its Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247, that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

10. ACCESS TO RECORDS.

10.1. A Subrecipient shall permit Prime Recipient and its auditors to have access to Subrecipient's records and financial statements as necessary for Recipient to meet the requirements of 2 CFR 200.332 (Requirements for pass-through entities), 2 CFR 200.300 (Statutory and national policy requirements) through 2 CFR 200.309 (Period of performance), and Subpart F-Audit Requirements of the Uniform Guidance.

11. SINGLE AUDIT REQUIREMENTS.

11.1. If a Subrecipient expends $750,000 or more in Federal Awards during the Subrecipient's fiscal year, the Subrecipient shall procure or arrange for a single or program-specific audit conducted for that year in accordance with the provisions of Subpart F-Audit Requirements of the Uniform Guidance, issued pursuant to the Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507). 2 CFR 200.501.

11.1.1. Election. A Subrecipient shall have a single audit conducted in accordance with Uniform Guidance 2 CFR 200.514 (Scope of audit), except when it elects to have a program-specific audit conducted in accordance with 2 CFR 200.507 (Program-specific audits). The Subrecipient may elect to have a program-specific audit if Subrecipient expends Federal Awards under only one Federal program (excluding research and development) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of Prime Recipient. A program-specific audit may not be elected for research and development unless all of the Federal Awards expended were received from Recipient and Recipient approves in advance a program-specific audit.

11.1.2. Exemption. If a Subrecipient expends less than $750,000 in Federal Awards during its fiscal year, the Subrecipient shall be exempt from Federal audit requirements for that year, except as noted in 2 CFR 200.503 (Relation to other audit requirements), but records shall be available for review or audit by appropriate officials of the Federal agency, the State, and the Government Accountability Office.

11.1.3. Subrecipient Compliance Responsibility. A Subrecipient shall procure or otherwise arrange for the audit required by Subpart F of the Uniform Guidance and ensure it is properly performed and submitted when due in accordance with the Uniform Guidance. Subrecipient shall prepare appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with 2 CFR 200.510 (Financial statements) and provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by Uniform Guidance Subpart F-Audit Requirements.

12. GRANT PROVISIONS FOR SUBRECIPIENT AGREEMENTS.

12.1. In addition to other provisions required by the Federal Awarding Agency or the Prime Recipient, Grantees that are Subrecipients shall comply with the following provisions. Subrecipients shall include all of the following applicable provisions in all Subcontractors entered into by it pursuant to this Grant.

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

12.1.2. [Applicable to on-site employees working on government-funded construction, alteration and repair projects.] Davis-Bacon Act. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).

12.1.3. Rights to Inventions Made Under a grant or agreement. If the Federal Award meets the definition of "funding agreement" under 37 CFR 401.2 (a) and the Prime Recipient or Subrecipient wishes to enter into an Agreement with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the Prime Recipient or Subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Agreements and Cooperative Agreements," and any implementing regulations issued by the Federal Awarding Agency.

12.1.4. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Agreements and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal awardees to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).

12.1.5. Debarment and Suspension (Executive Orders 12549 and 12689). A Agreement award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in SAM, in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

12.1.6. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal Agreement, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

12.1.7. Never Agreement with the enemy (2 CFR 200.215). Federal awarding agencies and recipients are subject to the regulations implementing "Never Agreement with the enemy" in 2 CFR part 183. The regulations in 2 CFR part 183 affect covered Agreements, grants and cooperative agreements that are expected to exceed $50,000 within the period of performance, are performed outside the United States and its territories, and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities.

12.1.8. Prohibition on certain telecommunications and video surveillance services or equipment (2 CFR 200.216). Grantee is prohibited from obligating or expending loan or grant funds on certain telecommunications and video surveillance services or equipment pursuant to 2 CFR 200.216.

12.1.9. Title VI of the Civil Rights Act. The Subgrantee, Contractor, Subcontractor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S. C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CRF Part 22, and herein incorporated by reference and made part of this Agreement or agreement.

13. CERTIFICATIONS.

13.1. Subrecipient Certification. Subrecipient shall sign a "State of Colorado Agreement with Recipient of Federal Recovery Funds" Certification Form in Exhibit 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 DETERMINATION.

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 E, AGREEMENT WITH SUBRECIPIENT 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 subaward is shown on page one of this Agreement. Subrecipient may use funds to cover eligible costs incurred, as set forth in Treasury's implementing regulations, during this period of performance.

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. The State will provide notice of such additional reporting requirements via Exhibit G – Reporting Modification Form.

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.

   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

8. 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.

18. 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 notify the OSC, who will report to the Department of Treasury, 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.

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 F, 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 G – SAMPLE SLFRF REPORTING MODIFICATION FORM

Grantee:				Grant Agreement No:	
Project Title:				Project No:	
Project Duration:	To:			From:	
State Agency:					

This form serves as notification that there has been a change to the reporting requirements set forth in the original SLFRF Grant Agreement.

The following reporting requirements have been (add/ remove additional rows as necessary):

Updated Reporting Requirement (Add/Delete/Modify)	Project Number	Reporting Requirement

By signing this form, the Grantee 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.

_____ _____

Grantee Date

_____ _____

State Agency Grant Manager Date

Exhibit H, Federal Provisions Personal Services Contracts (Civil Rights)

Terms defined in this Exhibit shall only apply to the section of this Exhibit in which the definition occurs. Defined terms used in this Exhibit without a definition shall have the definition given in the Contract.

1) USDOT Order 1050.2A, Appendix A - Standard Title VI Assurances and Nondiscrimination Provisions
[Applies to all personal services contracts]

"Acts" and "Regulations" means Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); 49 C.F.R. Part 21 (entitled Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964); and 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964).

During the performance of this Contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

a) **Compliance with Regulations**: The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration ("FHWA"), as they may be amended from time to time, which are herein incorporated by reference and made a part of this Contract.

b) **Non-discrimination**: The contractor, with regard to the work performed by it during the Contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

c) **Solicitations for Subcontracts, Including Procurements of Materials and Equipment**: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this Contract and the Acts and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

d) **Information and Reports**: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the State or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

e) **Sanctions for Noncompliance**: In the event of a contractor's noncompliance with the nondiscrimination provisions of this Contract, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

i) withholding payments to the contractor under the Contract until the contractor complies; and/or
ii) cancelling, terminating, or suspending the Contract, in whole or in part.

f) **Incorporation of Provisions**: The contractor will include the provisions of paragraphs 1.a through f in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the State to enter into any litigation to protect the interests of the State. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

2) USDOT Order 1050.2A, Appendix E - Pertinent Nondiscrimination Authorities
[Applies to all personal services contracts]

During the performance of this Contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following nondiscrimination statutes and authorities, including but not limited to:

Pertinent Nondiscrimination Authorities:

a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
b) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
c) Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
d) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
e) The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
f) Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
g) The Civil Rights Restoration Act of 1987, (PL 100-209), (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
h) Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
i) The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
j) Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
k) Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency ("LEP"). To ensure compliance with Title VI, contractor must take reasonable steps to ensure that LEP persons have meaningful access to programs (70 Fed. Reg. at 74087 to 74100); and
l) Title IX of the Education Amendments of 1972, as amended, which prohibits contractor from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

3) Discrimination, Harassment, and Workplace Violence Reporting
[Applies to all personal services contracts]

The State prohibits any form of workplace discrimination, harassment and retaliation. The State also has a zero tolerance policy with respect to workplace violence. If any of Contractor's agents, employees, assigns or Subcontractors believes they have been harassed, discriminated against, retaliated against or subjected to workplace violence by the State while working on or as part of this Contract, Contractor shall immediately notify the State's principle representative listed on the Cover Page of this Contract.

4) Assurances under the Disadvantaged Business Enterprise Program. 49 C.F.R. § 26.13(a)
[Applies only if the Contract is funded with FHWA or FTA funds]

The Contractor, sub recipient or Subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the State deems appropriate, which may include, but is not limited to:

a) Withholding monthly progress payments;
b) Assessing sanctions;
c) Liquidated damages; and/or

d) Disqualifying the Contractor from future bidding as non-responsible.

5) Prompt Payment by Contractors to Subcontractors. 49 C.F.R. § 26.29(a)
[Applies only if the Contract is funded with FHWA or FTA funds]

The Contractor shall pay Subcontractors and suppliers for all Work which has been satisfactorily completed within thirty calendar days after receiving payment for that Work from the State. For the purpose of this section only, Work shall be considered satisfactorily complete when the State has made payment for the Work. The Contractor shall include in all subcontracts a provision that this requirement for prompt payment to Subcontractors and suppliers must be included in all subcontracts at every tier. The Contractor shall ensure that all Subcontractors and suppliers at every tier are promptly paid. If the Contractor or its Subcontractors fail to comply with this provision, the State will not authorize further progress payment for Work performed directly by the Contractor or the noncompliant Subcontractor until the required payments have been made. The State will continue to authorize progress payments for Work performed by compliant Subcontractors.

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Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: October 15, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Danny Nunn

SUBJECT: AN ORDINANCE AMENDING SECTION 14-4-76 OF THE PUEBLO MUNICIPAL CODE RELATING TO SALES TAX EXEMPTION WITH RESPECT TO OCCASIONAL SALES BY STATE QUALIFYING CHARITABLE ORGANIZATIONS AND INCREASING THE ANNUAL QUALIFYING AMOUNT FOR OCCASIONAL SALES TO MAKE CONSISTENT WITH STATE STATUTE

SUMMARY:

The proposed ordinance makes uniform the provisions of the City's Sales and Use Tax Code with the laws of the State of Colorado with respect to exemptions for sales by State qualifying charitable organizations.

PREVIOUS COUNCIL ACTION:

Ordinance No. 9172 (September 25, 2017) made the City sales tax exemption uniform with the State of Colorado with respect to occasional sales by charitable organization. The calendar year threshold for such exemption at such time was $25,000.00.

BACKGROUND:

The current calendar year threshold for City's sales tax exemption with respect to occasional sales by charitable organizations is $25,000.00. The State of Colorado has increased its exemption amount for such sales to $45,000.00. The proposed ordinance makes the City's exemption uniform with the State of Colorado, and instead of incorporating a dollar amount, the exemption incorporates the threshold amount by reference to statute.

FINANCIAL IMPLICATIONS:

Although this will allow qualifying charitable organizations to exempt a higher dollar value in sales, the impact to the City is minimal. The decrease in sales tax revenue to the City will be offset by a decrease in the resources expensed to maintain compliance.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

City Council could choose not to enact the Ordinance, and the present system would continue without change.

RECOMMENDATION:

Pass and approve the proposed Ordinance.

ATTACHMENTS:

None

ORDINANCE NO.

AN ORDINANCE AMENDING SECTION 14-4-76 OF THE PUEBLO MUNICIPAL CODE RELATING TO SALES TAX EXEMPTION WITH RESPECT TO OCCASIONAL SALES BY STATE QUALIFYING CHARITABLE ORGANIZATIONS AND INCREASING THE ANNUAL QUALIFYING AMOUNT FOR OCCASIONAL SALES TO MAKE CONSISTENT WITH STATE STATUTE

WHEREAS, the granting of the sales and use tax exemptions set forth in this Ordinance makes uniform the provisions of the City's Sales and Use Tax Code with the laws of the State of Colorado for such exemptions and in accordance with the authority granted to City Council pursuant to Section 4 of Ordinance No. 3160, passed and approved by a vote of the people on November 6, 1967; NOW, THEREFORE,

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

SECTION 1.

Subsection 14-4-76(22) of the Pueblo Municipal Code, is amended by to read as follows:

Sec. 14-4-76. Items Exempt.

The following classes of tangible personal property are exempt from taxation under this Chapter:

. . .

(22) Effective January 1, 2018, occasional sales by an organization which is certified by and meets the requirements of the State of Colorado as a charitable organization pursuant to Section 39-26-102(2.5), C.R.S. For the purpose of this exemption, "occasional sales" means retail sales of tangible personal property, including concessions, for fund-raising purposes if:

a. The sale of tangible personal property or concessions by such charitable organization takes place no more than twelve (12) days, whether consecutive or not, during any one (1) calendar year;

b. The funds raised by such charitable organization through these sales are retained by the organization to be used in the course of the organization's charitable service; and

c. The funds raised by such charitable organization through these sales do not exceed **[**twenty-five thousand dollars ($25,000.00)**]** **the amount set forth under § 39-26-718(1)(b)(I)(A), C.R.S., as amended,** during any one (1) calendar year.

SECTION 2.

The officers 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 3.

This Ordinance shall become effective on January 1, 2025.

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on September 23, 2024.

Final adoption of Ordinance by City Council on October 15, 2024.

_____
President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

_____
_____
_____
_____

_____
Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

_____
President of City Council

ATTEST

_____
City Clerk

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: October 15, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Danny Nunn

SUBJECT: AN ORDINANCE AMENDING SECTION 14-4-76 OF THE PUEBLO MUNICIPAL CODE RELATING TO ESSENTIAL AND NONESSENTIAL ARTICLES FURNISHED IN CONNECTION WITH THE SALE OF TAXABLE FOOD AND MAKING SAME CONSISTENT WITH THE LAWS OF THE STATE OF COLORADO

SUMMARY:

The proposed ordinance makes uniform the provisions of the City's Sales and Use Tax Code with the laws of the State of Colorado with respect sales of essential and nonessential articles furnished in connection with the sale of taxable food.

PREVIOUS COUNCIL ACTION:

Not applicable to this Ordinance.

BACKGROUND:

The proposed Ordinance will make the City's sales tax uniform with the State of Colorado's sales tax as it relates to taxing essential and nonessential articles furnished in connection with the sale of taxable food. Specifically, nonessential articles shall be subject to sales tax, but essential articles shall be exempt. An article is nonessential if it is primarily used for the convenience of the consumer and is not necessary to transfer the food to the consumer.

Examples of nonessential articles include, but are not limited to, non-reusable:

Utensils, skewers, napkins and towelettes, bibs, serving trays, platters, and dome lid covers to plates or platters, placemats, tray liners, and tablecloths, sacks, grocery bags, bags and bag ties for bulk grocery produce or bread, carryout containers for leftover food sold for immediate consumption, straws, toothpicks, stirring sticks, cup sleeves, portion dividers, single-use baking dishes, condiments, including ketchup, mustard, relish, and spices that are not incorporated into a prepared meal at the time it

is transferred to the consumer but are provided separately, such as at a convenience counter.

Examples of essential articles include, but are not limited to, non-reusable:

Plates, cups, or bowls (and lids for such items) on, or in which, unwrapped or unpackaged hot or prepared food and beverages are served to the consumer; Cups used in vending machines dispensing beverages; Disposable containers or packaging material on, or in which, food is transferred to the consumer, including pizza delivery box, baskets, boxes, sleeves for French fries, buckets, clamshells or other containers if the retailer cannot transfer the food to the consumer without such article or container. However, carryout containers used to by a consumer to carry leftover meals from the restaurant are not essential.

FINANCIAL IMPLICATIONS:

The true financial impact is unknown as these items have not been subject to sales tax but will result in an increase to the sales tax revenue collected by the City.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

City Council could choose not to enact the Ordinance, and the City's sales tax would not be uniform with the State of Colorado's sales tax as it relates to taxing essential and nonessential articles furnished in connection with the sale of taxable food.

RECOMMENDATION:

Pass and approve the proposed Ordinance.

ATTACHMENTS:

None

ORDINANCE NO.

AN ORDINANCE AMENDING SECTION 14-4-76 OF THE PUEBLO MUNICIPAL CODE RELATING TO ESSENTIAL AND NONESSENTIAL ARTICLES FURNISHED IN CONNECTION WITH THE SALE OF TAXABLE FOOD AND MAKING SAME CONSISTENT WITH THE LAWS OF THE STATE OF COLORADO

WHEREAS, pursuant to Section 39-26-707(1)(d), C.R.S., the State of Colorado has exempted from state sales tax essential articles furnished in connection with the sale of taxable food but excepted nonessential articles; and

WHEREAS, this Ordinance makes uniform the provisions of the City's Sales and Use Tax Code with such law of the State of Colorado and in accordance with the authority granted to City Council pursuant to Section 4 of Ordinance No. 3160, passed and approved by a vote of the people on November 6, 1967; NOW, THEREFORE,

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

SECTION 1.

Section 14-4-76 of the Pueblo Municipal Code, is amended by the addition of a new subsection (25) to read as follows:

Sec. 14-4-76. Items Exempt.

The following classes of tangible personal property are exempt from taxation under this Chapter:

. . .

(25) Any sale of any article to a retailer or vendor of food, meals, or beverages, which article is to be furnished to a consumer or user for use with articles of tangible personal property purchased at retail, if a separate charge is not made for the article to the consumer or user, if such article becomes the property of the consumer or user, together with the food, meals, or beverages purchased, and if a tax is paid on the retail sale as required by Section 14-4-76(1) or (5), except that any such article that is nonessential to the consumer or user, as determined by rules of the Colorado Department of Revenue promulgated in accordance with article 4 of title 24, C.R.S., and approved by the Director of Finance, shall be subject to taxation under this Chapter.

SECTION 2.

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

SECTION 3.

This Ordinance shall become effective on January 1, 2025.

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on September 23, 2024.

Final adoption of Ordinance by City Council on October 15, 2024.

_____
President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

_____
_____
_____
_____

_____
Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

_____
President of City Council

ATTEST

_____
City Clerk

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: October 15, 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: AN ORDINANCE ELECTING TO CERTIFY ABATEMENT ASSESSMENT ROLL NO. 2024-1 TO THE COUNTY TREASURER AND TO HAVE THE COUNTY TREASURER COLLECT IN THE SAME MANNER AS OTHER TAXES

SUMMARY:

Attached is an Ordinance by which City Council is electing to certify to the County Treasurer certain abatement liens that have remained unpaid for more than six months. All abatement liens certified to the County Treasurer will be collected in the same manner as other taxes.

PREVIOUS COUNCIL ACTION:

On September 14, 2015, City Council approved Ordinance No. 8917, which provides for the assessment of abatement costs. Since that time, Council has routinely every August by resolution directed the appointment of a hearing officer and set a hearing date. In addition, Council every year approves the final abatement assessment roll via ordinance. 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 August 12, 2024, City Council approved Resolution No. 15717 which set the hearing on protests for September 13, 2024, at 9:00 A.M. and directed the Mayor to appoint a hearings officer.

BACKGROUND:

On or about July 2015, City Council became aware that the City had over $600,000 in unpaid weed and trash abatement liens. In the past, the City did not generally recover the amount owed for a weed or trash lien unless and until the property affected was sold or transferred. The majority of the outstanding liens are for relatively small amounts and therefore, it is not cost effective to collect the amounts owed through civil litigation or foreclosure.

All of the outstanding liens resulted from costs actually incurred and paid by the City to remove weeds and trash from the properties subject to the liens. All of the liens that the City seeks to certify to the County Treasurer by this Ordinance have been outstanding for more than six months. Most of the liens have been pending since late 2022 and throughout 2023.

Pursuant to Colorado Revised Statute §31-20-105, any municipality, in addition to the means provided by law, if by ordinance it so elects, may cause any or all delinquent charges, assessments, or taxes made or levied to be certified to the treasurer of the county and be collected and paid over by the treasurer of the county in the same manner as taxes are authorized to be collected. Certifying the weed and trash abatement lien assessments to the County Treasurer is a more efficient method to collect the amounts owed.

FINANCIAL IMPLICATIONS:

The cost of the weed and trash abatement has already been incurred by the City. Certification of the abatement lien assessments to the County Treasurer is anticipated to increase the amount collected by the City for the liens.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

Council may choose to deny the Ordinance in which case the City will continue to collect the liens by other means.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. Hearing Officer's Ruling on Protests dated September 22, 2024
2. Report of Abatement Lien assessments dated October 3, 2024

ORDINANCE NO.

AN ORDINANCE ELECTING TO CERTIFY ABATEMENT ASSESSMENT ROLL NO. 2024-1 TO THE COUNTY TREASURER AND TO HAVE THE COUNTY TREASURER COLLECT IN THE SAME MANNER AS OTHER TAXES

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

SECTION 1.

The City Council of Pueblo, a municipal corporation, pursuant to the provisions of Section 31-20-105 of the Colorado Revised Statutes and Chapter 8 of Title VII of the Pueblo Municipal Code, hereby acknowledges receipt of the Report of Abatement Lien Assessments dated October 3, 2024, attached hereto.

SECTION 2.

A hearing was scheduled at 9:00 A.M. on September 13, 2024, in the City Council Chambers at which time any protests or objections to the lien assessments were heard. Any person interested in or affected by a proposed charge and who filed a written protest with the City Clerk on or before 5:00 P.M. on September 6, 2024, had the ability to present testimony and evidence at the hearing.

SECTION 3.

The City Clerk's Office received nine (9) protests before the September 6, 2024, at 5:00 P.M. deadline. Six of the nine protestors appeared for the protest hearing on September 13, 2024 at 9:00 A.M. The hearing officer filed a written report regarding the hearing on September 22, 2024, and the same is attached hereto.

SECTION 4.

The Code Compliance Unit Supervisor is directed to thereafter prepare an Assessment Roll, showing in suitable columns for each piece of land assessed: the property Parcel number, assessed owner, complete mailing address and/or post office box number of the assessed owner, complete and accurate legal description, and the amount to be collected, and deliver the same to the Director of Finance. The Director of Finance is directed to thereafter certify and deliver the Assessment Roll, together with a copy of this Ordinance certified by the City Clerk under seal of Pueblo, a Municipal Corporation, to the County Treasurer, therein showing all payments made thereon, with the date of each payment, together with her warrant for the collection of same. The County Treasurer is requested to receive the same, and such Assessment Roll shall be numbered as follows:

ASSESSMENT ROLL NO. 2024-1

SECTION 5.

The County Treasurer is requested to receive payment of all assessments and interest appearing upon said Assessment Roll. In case of default in payment of any assessment when due, the County Treasurer is requested to advertise and sell any of the property concerning which such default is suffered, for the payment of the whole of the unpaid assessments thereon. Said advertisements and sale shall be made at the same time, in the same manner, under all the said conditions and penalties, with the same effect as are provided by general law

for sales of real estate in default of payment of taxes.

SECTION 6.

Any person may pay the City for any assessment hereby certified on the Report of Abatement Lien Assessments dated October 3, 2024, with accrued interest and applicable filing fees, up to the date the Report is certified to the County Treasurer. The Report of Abatement Lien Assessments dated October 3, 2024, may be certified to the County Treasurer any time after October 21, 2024. Any such payments shall be made at the City of Pueblo Finance Department. All monies received for the payment of assessments shall be deposited into the General Fund.

SECTION 7.

The officers and staff of the City are directed to perform any and all acts consistent with the intent of this Ordinance to effectuate 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 _____.

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

PUEBLO CITY HALL, PUEBLO, COLORADO #1 City Hall Place, 3rd Floor, Pueblo, CO 81003	
IN RE: PUBLIC HEARINGS CONCERNING ASSESSMENT OF COSTS ASSOCIATED WITH ABATEMENTS CONDUCTED ON, AND CORRESPONDING ABATEMENT LIENS AGAISNT PROPERTY PURSUANT TO PUEBLO MUNICIPAL CODE TITLE VII	⮝ **COURT USE ONLY** ⮝

RULING ON PROTESTS AT THE SEPTEMBER 13, 2024 HEARINGS

This Matter came before the Hearing Officer on September 13, 2024 at 9:00 a.m. for hearing on the Complaints, Objections and Protests filed by owners or interested parties with respect to abatement costs and the related liens filed against property. The City of Pueblo was represented by assistant city attorney, Lisa Macchietto.

1135 Pine Street, Pueblo, CO 81004

Debora Erickson appeared to protest the lien filed on her property, however, she had not filed a protest as required.

Therefore, based upon the protestant's failure to timely file a protest, the Hearing Officer affirms the lien as recorded.

1831 Bonforte Street, Pueblo, CO 81001

Shannon Pena appeared to protest the lien filed on her property, however, she had not filed a protest as required.

Therefore, based upon the protestant's failure to timely file a protest, the Hearing Officer affirms the lien as recorded.

5 Rutgers, Pueblo, CO, 81005

This case comes before the Hearing Officer on a protest filed on September 4, 2024 by Gray Bryan POA for Darrell Bryan. Mr. Bryan failed to appear at the hearing. Protest was based upon incapacity and prior cleanup of property.

Having failed to appear, no evidence was submitted to support this protest.

Therefore, based upon the protestant's failure to appear, the Hearing Officer affirms the lien as recorded.

714 Arlen Ave., Pueblo, CO 81005

This case comes before the Hearing Officer on a protest filed on or about September 6, 2024 by Daniel Howell. Mr. Howell appeared at the hearing. Protest of the trash and weed liens was based upon unreasonable amount of the lien.

The City presented exhibits A-J which were admitted into evidence without objection.

Karen Willson, Code Enforcement Manager, James Jean, Code Enforcement Officer and Danny Nunn, Interim Director of Finance testified.

Mr. Howell testified that the work was done in the winter and therefore it couldn't have been that bad since weeds don't really grow during that time. He also testified that he had difficulty with his eyesight and couldn't really read what the notices said. He did, however, admit that after looking at the city's exhibits, he hadn't realized how much work was done on his property.

After hearing the testimony of all witnesses and reviewing exhibits the following facts were found:

- Pursuant to Sec. 7-3-2, 7-3-1, 7-3-5 and 7-3-16 of the Pueblo Code of Ordinances, a Notice of Abatement and Order to Correct was posted on the property on or about August 1, 2023 directing the owner to remove litter from the premises by August 11, 2023. Notice was also mailed by certified mail on that date, and a Summons and Complaint were mailed by certified mail on August 3, 2023.

- The Premises were inspected and photographs taken on November 7, 2023, December 13, 2023 and January 11, 2024.

- On or about February 5, 2024 Weed and Litter Clean-up request was submitted to the Mayor.

- The Premises were re-inspected, cleaned, and photographs taken on February 21 and 22, 2024.

- The cost for the litter removal performed by the City was $191.10, pursuant to Section 7-4-4 $100.00 was added for incidental costs and administrative expenses for a total lien of $291.10.

- The cost for the weed removal performed by the City was $285.28, pursuant to Section 7-4-4 $100.00 was added for incidental costs and administrative expenses for a total lien of $385.28.

- Upon review of the photographs taken before and after clean up, the costs are found to be reasonable and the administrative expenses are as provided by the Ordinance.

- On February 27, 2024 an invoice requesting payment was sent to Daniel Howell who was still the record owner.

- Upon Mr. Howell's failure to pay, liens upon the property were recorded with the Pueblo County Clerk and Recorder on April 8, 2024 at reception numbers 2339158 and 2339159.

- Pursuant to Section 7-4-4 the liens constitute perpetual liens and accrue interest at the rate of 10% per annum.

- The Hearing Officer finds that inability to read or difficulty reading is not a defense to the failure to comply with the City Code of Ordinances.

The Hearing Officer therefore affirms the lien.

719 E. 3rd, Pueblo, CO 81001

This case comes before the Hearing Officer on two protests. The first dated August 28, 2024 and filed on September 5, 2023 by Darrell Goodwin for Buffalo Nickel, LLC, the prior owner. Mr. Goodwin appeared. Protest was based upon sale of the property under the agreement that the purchaser, Manuel Ontiveros would be responsible for the lien.

The second protest dated and filed September 5, 2024 was filed by Manuel Ontiveros. Mr. Ontiveros appeared. Protest was based on prior payment of said lien in June of 2024.

During the recess before the hearing, the City, Mr. Goodwin and Mr. Ontiveros represent that an agreement has been reached as to payment and both protests were withdrawn.

The Hearing Officer therefore affirms the lien.

1213 E. 7th, Pueblo, CO 81001

This case comes before the Hearing Officer on a protest filed on September 5, 2024 by Casie and Carlos CdeBaca. Casie and Carlos CdeBaca failed to appear at the hearing. Protest of the trash lien was based upon the fact that they purchased the property after the lien was recorded.

Pursuant to Section 7-4-4 of the Ordinances, the lien constitutes a perpetual lien on the land and therefore attaches to the property and not the owner of the property.

Based upon the parties' failure to appear and no valid defense being allege, the Hearing Officer affirms the lien.

1921 E. 7th, Pueblo, CO 81001

This case comes before the Hearing Officer on a protest filed on September 6, 2024 by Randy Cordova. Mr. Cordova appeared at the hearing. Protest of the trash and weed liens was based upon his payment of fines in a court proceedings. It was explained to Mr. Cordova that the payment of fines in a criminal proceeding is separate and distinct from paying to clean-up the damages to the property pursuant to this proceeding.

Thereafter, Mr. Cordova testified that the City did a great job of cleaning up his property and declined to proceed with his protest.

The Hearing Officer affirms the lien.

2101 N. Elizabeth, Pueblo, CO 81003

This case comes before the Hearing Officer on a protest filed on September 3 2024 by Ricardo Oaxaca Carrillo. Mr. Carillo appeared via Zoom at the hearing. Protest of the trash and weed liens was based upon the fact that he purchased the property after the lien was recorded.

The City presented exhibits A-J which were admitted into evidence with no objection. Karen Willson, Code Enforcement Manager, and Danny Nunn, Interim Director of Finance testified for the City. Mr. Carillo testified on his own behalf.

After hearing the testimony of the witnesses and reviewing the exhibits the following facts were found:

- Pursuant to Sec. 7-3-2, 7-3-1, 7-3-5 and 7-3-16 of the Pueblo Code of Ordinances, an Abatement

Order was posted on the property on June 14, 2023 directing the owner to remove weeds and litter from the premises by June 24, 2023. Notice was also mailed by certified mail on June 15, 2023, to the addresses: Occupant at 2201 N. Elizabeth St., Pueblo, CO 81003 and to the then owners, Theora Stroup and Diane Easley at 23132 Yvette Lane, Valencia, CA 91355. A receipt for delivery was signed by "Occupant" but the mail to Stroup/Easley was returned to sender unable to forward.

- The Premises were inspected and photographs taken on June 14, 2023.

- On or about June 11, 2023 Litter Clean-up request was submitted.

- The Premises were re-inspected, and photographs taken on July 10, 2023.

-The Premises were re-inspected, cleaned and photographs taken on August 3, 2023.

-Mr. Carillo visited the property on August 8, 2023 after the property was cleaned up by the city.

- The cost for the trash removal performed by the City was $106.90 plus $100.00 for equipment depreciation and mailing and pursuant to Section 7-4-4, $100.00 was added for administrative and incidental expenses for a total lien of $306.90.

- The cost for the weed abatement performed by the City was $315.00 plus $100.00 for equipment depreciation and mailing and pursuant to Section 7-4-4, 25% ($103.75) was added for administrative and incidental expenses for a total lien of $518.75.

- Upon review of the photographs taken before and after clean up, the costs are found to be reasonable and the administrative expenses are as provided by the Ordinance.

- On August 15, 2023 an invoice requesting payment was sent to Theora Stroup and Diane Easley who were still the record owners at that time.

- Upon Ms. Stroup and Ms. Easley's failure to pay, liens upon the property was recorded with the Pueblo County Clerk and Recorder on September 15, 2023 at reception numbers 2323839 and 2323840.

- Pursuant to Section 7-4-4 the liens constitute perpetual liens and accrue interest at the rate of 10% per annum.

-Mr. Carillo purchased the property on September 8, 2023 after the property was cleaned up by the city and nothing was disclosed to him at the sale.

-Exhibit C shows that the Seller's had notice of the remediation and invoice prior to the sale.

-In this case abatement proceeded quickly notice having been given on June 15, 2023 and the abatement completed August 3, 2023. The invoice was sent out on August 15, 2023 giving the owners thirty days to pay and promptly on September 15, 2023 the liens were recorded.

The City sent out proper notices and followed the proper procedures. Based upon the photographs and testimony admitted into evidence by the City, the costs were reasonable and the administrative fees and interest are as provided by Section 7-4-4 of the Ordinances.

The Hearing Officer therefore affirms the lien.

2213 W. 16th St., Pueblo, CO 81003

This case comes before the Hearing Officer on a protest filed on September 6 2024 by Felix Carlos Mestas. Mr. Mestas appeared at the hearing. Mr. Mestas did not protest the trash lien but protest of the weed lien was based upon his cutting the weeds in October and it not being possible for weeds to grow fast enough over the winter to be a violation.

The City presented exhibits A-J which were admitted into evidence with no objection. Karen Willson, Code Enforcement Manager, and Danny Nunn, Interim Director of Finance testified for the City. Mr. Mestas testified on his own behalf.

After hearing the testimony of the witnesses and reviewing the exhibits the following facts were found:

- Pursuant to Sec. 7-3-2, 7-3-1, 7-3-5 and 7-3-16 of the Pueblo Code of Ordinances, an Abatement Order was posted on the property on December 4, 2023 directing the owner to remove weeds and litter from the premises by December 15, 2023. Notice was also mailed by certified mail on December 6, 2023, to the addresses: Occupant at 2213 W.16th St., Pueblo, CO 81003 and to the then owners, Felix Mestas at 64 Ironweed Dr., Pueblo, CO 81001. A receipt for delivery to 64 Ironweed was signed for on December 8, 2023 but the signature was illegible. The mail to occupant was returned "vacant" unable to forward.

- The Premises were inspected and photographs taken on December 4, 2023. The photographs show violations for both weeds and trash.

- On or about December 18, 2023 Litter and weed Clean-up request was submitted.

- The Premises were re-inspected, and photographs taken on December 18, 2023.

-The Premises were re-inspected, cleaned and photographs taken on January 24, 2024 and January 29, 2024.

- The cost for the trash removal performed by the City was $95.91 plus $100.00 for equipment depreciation and mailing and pursuant to Section 7-4-4, $100.00 was added for administrative and incidental expenses for a total lien of $295.91.

- The cost for the weed abatement performed by the City was $90.00 plus $100.00 for equipment depreciation and mailing and pursuant to Section 7-4-4, $100.00 was added for administrative and incidental expenses for a total lien of $290.00.

- Upon review of the photographs taken before and after clean up, the costs are found to be reasonable and the administrative expenses are as provided by the Ordinance.

- On February 9, 2024 an invoice requesting payment was sent to Mr. Mestas.

- Upon Mr. Mestas' failure to pay, liens upon the property was recorded with the Pueblo County Clerk and Recorder on April 4, 2024 at reception numbers 2338887 and 2338888.

- Pursuant to Section 7-4-4 the liens constitute perpetual liens and accrue interest at the rate of 10% per annum.

-Mr. Mestas testified that the signature on the return receipt was not his nor any other member of his household.

-Section 7-4-3 requires that notice be given by posting OR mailing, therefore whether or not notice by mailing was properly given or not, notice by posting was completed and proper.

The City sent out proper notices and followed the proper procedures. Based upon the photographs and testimony admitted into evidence by the City, the costs were reasonable and the administrative fees and interest are as provided by Section 7-4-4 of the Ordinances.

The Hearing Officer therefore affirms the lien.

Vacant Lot, parcel 5361055016

This case comes before the Hearing Officer on a protest filed September 5, 2024 by Manuel Ontiveros. Mr. Ontiveros appeared. Protest was based on prior payment of said lien in January of 2024.

During the recess before the hearing, the City and Mr. Ontiveros represent that an agreement has been reached and the protest was withdrawn.

The Hearing Officer therefore affirms the lien.

1539 E. 12th St., Pueblo, CO 81001

This case comes before the Hearing Officer on a disputed protest filed by Thomas Wornick who appeared at the hearing. Mr. Wornick sent an e-mail to the City on August 28, 2024 protesting the Lien, based on police and government corruption and malfeasance. A protest form dated August 28, 2024 was not delivered or mailed to the City, as required, before the September 6, 2024 deadline.

Because of the circumstances set forth in the protest, the Hearing officers accepts the August 28, 2024 e-mail as a timely filed protest with the written form received today as an amendment to the protest. The City requested a continuance of the hearing so that they could prepare their case. The hearing officer granted the continuance and the hearing was re-scheduled for September 17, 2024 at 9:00 a.m.

On September 17, 2024 this case came before the Hearing Officer on the protest filed by Thomas Wornick as set forth above. Mr. Wornick appeared at that time. The City argued that the protest was not properly filed because it must be mailed or hand delivered. Mr. Wornick testified that he mailed the protest but he had no evidence.

Nevertheless, the City stated that they had looked into his dispute and had determined that because of Mr. Wornick's unique circumstances he had been unable to comply with the Notice of Abatement. The City dismissed the case.

The Hearing Officer dismisses the case and orders that the liens be released.

DONE this 22nd day of September 2024

Linda McMillan

Linda McMillan, Hearing Officer

CERTIFICATE OF SERVICE

I hereby certify that on the _____ day of September 2024, a true and correct copy of the foregoing document, was placed in the United States mail, sufficient postage pre-paid and addressed to:

Darrell Bryan
5 Rutgers
Pueblo, CO 81005

Randy Cordova
1921 E. 7th Street
Pueblo, CO 81001

Daniel Howell
714 Arlen Ave
Pueblo, CO 81005

Casie CdeBaca
Carlos CdeBaca
1213 E. 7th Street
Pueblo, CO 81001

Manuel Ontiveros
5310 Red Creek Springs Rd.
Pueblo, CO 81005

Buffalo Nickel, LLC
1042 Broadway St., Ste. 314C
Boulder, CO 80302

Lisa Macchiato
Assistant City Attorney
City of Pueblo
#1 City Hall Place, 3rd Floor
Pueblo, CO 81003

Ricardo Oaxaca Carrillo
2101 N. Elizabeth
Pueblo, CO 81003

Felix Mestas
64 Ironweed Dr.
Pueblo, CO 81001

Thomas Wornick
1539 E. 12th St.
Pueblo, CO 81001

_____

Report of Abatement Lien assessments dated October 3, 2024

Parcel #	Name and Mailing Address	Location	Legal Description	Amount
400000172	Bhuvi Belmont Place, LLC 44330 Mercure Circle Suite 1005 Dulles, Virginia 20166-2086	Vacant Lot	ALL OF W2 W2 LYING S OF HWY IN 21-20-64 EXC THEREFROM PARS CONVEYED IN BK 1905 PG 816 INSTRUMENT NO 555705; IN BK 1905 PG 823, ALL IN PUEBLO COUNTY COLORADO FORMERLY #04-000-00-161	$499.44
418116005	R Wyatt, LLC 5 Yarrow Court Pueblo, Colorado 81001	5 Yarrow Court Pueblo, Colorado 81001	LOT 5 BLK 2 COLLEGE PARK SUB 1ST	$786.00
420207028	Christopher B. Aunan 807 Weber Ridge Point Colorado Springs, Colorado 80903-7000	42 Dundee Lane Pueblo, Colorado 81001	S 31.69 FT LOT 25, MEASURED ALONG THE STREET LINE OF DUNDEE LN + 29.98 FT MEASURED ALONG THE REAR LINE + THE NLY 46.11 FT OF LOT 26, MEASURED ALONG SAID STREET LINE + 34.68 FT MEASURED ALONG THE REAR LINE ALL IN BLK 125 BELMONT 15TH AMENDED	$721.52
420217013	Shannon April Pena & Angela Shelly Barry 1831 Bonforte Boulevard Pueblo, Colorado 81001	1831 Bonforte Boulevard Pueblo, Colorado 81001	N 25 FT OF LOT 18 ALL 19 BLK 129 BELMONT 15TH AMEND	$1,238.68
428405038	Gina Romero 2705 Bockman Avenue Pueblo, Colorado 81004	2813 E. 12th Street Pueblo, Colorado 81001	E 39 FT OF THE W 74 FT OF THE N 89 FT OF LOT 9 ALSO THE E 4 FT OF THE N 89 FT OF LOT 3 + THE W 35 FT OF THE N 89 FT LOT 9 BLK 3 ATWATER SUB. FORMERLY 04-284-05-036 + 037	$1,111.08
429125014	Della M. Manchego 2009 E. 15th Street Pueblo, Colorado 81001	2009 E. 15th Street Pueblo, Colorado 81001	LOTS 27 + 28 BLK 136 EAST PUEBLO HEIGHTS SUB 2ND	$2,026.54
429219012	CAP Development, LLC 1590 Roslynn Street Denver, Colorado 80220-1935	1805 N. Portland Avenue Pueblo, Colorado 81001	ALL OF LOTS 37, 38, 39 & 40 EXC THE S 1/2 THEREOF IN BLK 102 EAST PUEBLO HEIGHTS SUB 2ND A/K/A PARCEL B	$1,323.99
429240003	Justine Valdez 4571 Perry Street Denver, Colorado 80212-2549	1550 Pike Avenue Pueblo, Colorado 81001	LOT 9 BLK 7 HARRY O SCHMIDT SUB	$809.72
429244004	R. Anthony and Edith M. Sanchez 1730 E. 15th Street Pueblo, Colorado 81001	1730 E. 15th Street Pueblo, Colorado 81001	LOTS 13 + 14 BLK 143 EAST PUEBLO HEIGHTS SUB 2ND	$1,070.74

429248007	Richard Bachicha 1407 E. 14th Street Pueblo, Colorado 81001	1407 E. 14th Street Pueblo, Colorado 81001	LOT 7 BLK 10 HARRY O SCHMIDT SUB	$1,147.36
429329004	Ibo Ruiz 1710 E. 9th Street Pueblo, Colorado 81001	1710 E. 9th Street Pueblo, Colorado 81001	LOTS 5 + 6 BLK 203 EAST PUEBLO HEIGHTS ADD	$654.48
429430003	Aileen E. Lucero 427 Acero Avenue Pueblo, Colorado 81004	2026 E. 9th Street Pueblo, Colorado 81001	LOT 15 + W 15 FT OF 16 BLK 206 ARLINGTON HEIGHTS	$782.64
429436012	Valerie J. Matthews 1919 E. 7th Street Pueblo, Colorado 81001	1919 E. 7th Street Pueblo, Colorado 81001	LOTS 34 + 35 BLK 215 EAST PUEBLO HEIGHTS SUB 2ND	$760.04
429437018	Freda and Fred Galves & Cynthia Pacheco 1829 E. 7th Street Pueblo, Colorado 81001	1829 E. 7th Street Pueblo, Colorado 81001	LOTS 35 + 36 BLK 214 EAST PUEBLO HEIGHTS SUB 2ND	$1,557.00
430430020	Michael Valdez 65 Altadena Drive Pueblo, Colorado 81005	Vacant Lot	N 60 FT OF THE E 1/3 OF LOT 11 + N 60 FT OF LOTS 12, 13, + 14 BLK 98 FARRIS + GARLTEY SUB FORMERLY 04-304-30-001	$838.42
430439002	Justien Lafebre 715 N. Glendale Avenue Pueblo, Colorado 81001	715 N. Glendale Avenue Pueblo, Colorado 81001	LOT 2 BLK 1 PUEBLO BUILDING + IMPROVEMENT COMPANYS ADD	$674.72
430439010	Jessica Aguilar PO Box 9554 Pueblo, Colorado 81008	713 E. 7th Street Pueblo, Colorado 81001	LOT 11 BLK 1 PUEBLO BUILDING + IMPROVEMENT COMPANYS ADD	$861.90
430439012	Mark Coca PO Box 553 Aguilar, Colorado 81020-0553	709 E. 7th Street Pueblo, Colorado 81001	LOT 13 + 14 BLK 1 PUEBLO BUILDING + IMPROVEMENT COMPANYS ADD	$718.22
431107009	Timothy Cordova, Jr. 2017 Carmela Road Pueblo, Colorado 81006	721 - 723 E. 5th Street Pueblo, Colorado 81001	LOT 14 BLK 28 EAST PUEBLO	$1,214.74
431119013	Brandon Segura Meza 721 E. 3rd Street Pueblo, Colorado 81001	721 E. 3rd Street Pueblo, Colorado 81001	LOT 15 BLK 26 EAST PUEBLO	$1,139.46
431127007	Soap Box Derby c/o Mary Scarcello PO Box 8876 Pueblo, Colorado 81008	Vacant Lot	LOTS 19-28 BLK 3 MATTICES ADD	$748.36
431131002	Pablita Romero 718 E. 2nd Street Pueblo, Colorado 81001	718 E. 2nd Street Pueblo, Colorado 81001	W 12 FT OF LOT 3 + E 20 FT OF 4 BLK 7 MATTICES ADD	$928.20

431139013	Alfred and Desiree Gonzales 1019 E. River Street Pueblo, Colorado 81001	1019 E. River Street Pueblo, Colorado 81001	LOTS 23 TO 24 INC BLK 15 MATTICES ADD FORMERLY #04-311-39-008	$564.68
431142002	Anthony J. Carlino 714 E. 1st Street Pueblo, Colorado 81001	714 E. 1st Street Pueblo, Colorado 81001	LOTS 5-6-7 BLK 18 MATTICES ADD	$2,217.64
431144021	826 E River Street, LLC 826 E. River Street Pueblo, Colorado 81001	826 E. River Street Pueblo, Colorado 81001	LOTS 1 - 3 + E 4 FT OF LOT 4 BLK 20 MATTICE ADD FORMERLY 04-311-44-001 + 014	$788.94
431211001	Luis Quintanilla Pena 520 W. 8th Street Pueblo, Colorado 81003	626 E. 6th Street Pueblo, Colorado 81001	N 82 FT LOT 1 BLK 24 EAST PUEBLO	$795.94
431218005	Thomas V. and Carol J. Martinez c/o Dora Martinez 9 Yarrow Court Pueblo, Colorado 81001	227 E. 3rd Street Pueblo, Colorado 81003	ALL THAT POR LOT 14 BLK 12 PUEBLO BEG AT A PT ON N LINE 3RD ST 5 FT E OF SW COR OF SD LOT THE E ALG SD N LINE OF SD ST 33 FT TH N // W/E LINE OF SD LOT 60 FT TH W AT R ANGLES W/LAST MENTIONED COURSE 10 FT THE N // WITH E LINE OF SD LOT TO ALY AT REAR OF LOT TH W ALG SD ALLEY TO NW COR OF SD LOT TH S ALG W LINE OF SD LOT TO PT 50 FT N OF N LINE OF SD ST TH E AT RT ANGLES WITH LAST MENTIONED COURSE 5 FT TH S TO PT OF BEG. ALSO BEG AT AT PT 28 FT E OF NW COR OF LOT 14 BLK 12 OF PUEBLO TH S // WITH W LINE OF SD LOT TO PT 60 FT N OF N LINE OF 3RD ST TH E // WITH N LINE OF 3RD ST 4 FT TH N // WITH SD W LINE OF SD LOT TO S LINE OF SD ALY TH W ALG S LINE SD ALLEY 4 FT TO PT OF BEG.	$747.48
432119012	Allison LLC 5085 Dover Street Arvada, Colorado 80002-4333	1805 E. 2nd Street Pueblo, Colorado 81001	LOTS 24 + 25 BLK 264 EAST PUEBLO HEIGHTS SUB 2ND	$892.14
432119013	Frank Jose Romero, Jr. 1803 E. 2nd Street Pueblo, Colorado 81001	1811 E. 2nd Street Pueblo, Colorado 81001	LOT 26 + W 1/2 OF 27 BLK 264 EAST PUEBLO HEIGHTS SUB 2ND	$960.56
432238008	William A. Tejada and Ana E. McDonald 317 E. River Street Pueblo, Colorado 81003	1501 E. Beech Street Pueblo, Colorado 81001	LOTS 21-22-23-24 BLK 301 EAST PUEBLO HEIGHTS SUB	$976.83

432239012	Vivian C. Lucero 1605 Beech Street Pueblo, Colorado 81005	1605 Beech Street Pueblo, Colorado 81005	LOTS 25 + 26 BLK 302 EAST PUEBLO HEIGHTS SUB	$1,707.00
514427006	American Dreamland Development of Colorado, LLC 7046 Forest Ridge Circle Castle Pines, Colorado 80108-3618	3561-3567 Baltimore Avenue Pueblo, Colorado	LOT 6 BLK 1 BALTIMORE PLAZA SUB	$707.38
523246010	Anthony and Antonia M. Goggans 126 High Meadows Terrace Florence, Colorado 81226-9462	2703 Freedom Avenue Pueblo, Colorado 81003	LOT 10 BLK 2 LIBERTY GARDENS SUB FORMERLY 05-232-00-001	$662.22
524437004	Joseph Downs 2125 West Street Pueblo, Colorado 81003	2125 West Street Pueblo, Colorado 81003	LOTS 31 + 32 BLK 16 DUNDEE PL	$700.10
524443005	Frank Solorio 2121 N. Main Street Pueblo, Colorado 81003	2121 N. Main Street Pueblo, Colorado 81003	LOT 27 + S 1/2 LOT 28 BLK 19 BARNDOLLAR + LOWTHER	$1,130.86
525304004	Travis Alexander Funk 1007 W. 14th Street Pueblo, Colorado 81003	1007 W. 14th Street Pueblo, Colorado 81003	LOT 16 BLK 13 BLAKES ADD	$1,015.22
525304008	Tura J. Cowan 1031 W. 14th Street Pueblo, Colorado 81003	1031 W. 14th Street Pueblo, Colorado 81003	LOT 12 BLK 13 BLAKES ADD	$871.90
526120014	Tara G. Dudley 3852 Vineyard Circle Colorado Springs, Colorado 80922-6125	1617 W. 16th Street Pueblo, Colorado 81003	LOT 31 + W 1/2 OF 32 BLK 20 IRVING PL ADD	$749.64
526122014	Larry J. and Rosemary Nagelschneider 1903 E. 5th Street Pueblo, Colorado 81001	1503 Hood Avenue Pueblo, Colorado 81003	LOTS 38-39-40 BLK 22 IRVING PL ADD	$2,444.38
526247021	Aurora Chavez 2014 W. 16th Street Pueblo, Colorado 81003	2014 W. 16th Street Pueblo, Colorado 81003	LOTS 7 - 10 BLK 11 ADEE CHAMBERLIN + WILEYS SUB 2ND FORMERLY 05-262-47-005 + 017	$1,819.22
526250006	Jose A. and Luisa Bolanos 2700 Troy Avenue, Apt. ES25 Pueblo, Colorado 81001	Vacant Lot	LOTS 10 + 11 BLK 14 ADEE CHAMBERLIN + WILEYS 2ND	$674.62
526322019	Yazmin Ibarllucea & John Peebles McDonald 20740 Nashville Street Chatsworth, California 91311-1522	Vacant Lot	LOTS 11 TO 16 BLK 18 ADEE CHAMBERLIN + WILEYS 1ST FORMERLY #05-263-22-017	$794.82

527109016	Felix Carlos Mestas 64 Ironweed Drive Pueblo, Colorado 81001	2213 W. 16th Street Pueblo, Colorado 81003	LOTS 29 + 30 BLK 9 HYDE PARK	$658.60
527118006	Gilbert D. Tafoya 2432 W. 14th Street Pueblo, Colorado 81003	2432 W. 14th Street Pueblo, Colorado 81003	LOTS 3-4-5-6 BLK 18 HYDE PARK	$1,081.92
527119013	Tanya S. Ward 233 E. Arvada Street, Apt. 210 Colorado Springs, Colorado 80905-7460	2401 W. 12th Street Pueblo, Colorado 81003	LOTS 17 + 18 BLK 19 HYDE PARK	$1,312.90
534427011	Brad L. Hensley 225 Midnight Avenue Pueblo, Colorado 81005	Vacant Lot	LOTS 23 + 24 BLK 2 WOODLAND ALSO VAC DUPPS ADJ #1648917 LESS THAT POR DEDICATED TO NUCKOLLS AVE #1648918 FORMERLY #05-344-27-009	$770.32
534429015	JJ Phillips and Sons PO Box 1123 Pueblo, Colorado 81002	Vacant Lot	LOT 4 EXC ELY 10 FT BLK 2 CULIG SUB	$806.16
535113005	Jacob A. Drummond 26 Carlile Place Pueblo, Colorado 81004	26 Carlile Place Pueblo, Colorado 81004	LOT 8 BLK E MOORE + CARLILE RESUB	$336.06
535307004	Richard L. Vigil and Donnie Ann Pritchard 330 Gaylord Avenue Pueblo, Colorado 81004	330 Gaylord Avenue Pueblo, Colorado 81004	LOTS 8-9-10 BLK 2 ARVONIA	$904.80
535401006	Kayden P. Wheeler 620 Lincoln Street Pueblo, Colorado 81004	620 Lincoln Street Pueblo, Colorado 81004	LOTS 10 + 11 BLK 61 COLORADO COAL + IRON COMPANYS ADDITION NO 3	$875.30
535406013	Michael Byrd 411 Polk Street Pueblo, Colorado 81004	411 Polk Street Pueblo, Colorado 81004	LOTS 25 TO 27 BLK 73 COLORADO COAL + IRON COMPANYS ADDITION NO 1	$861.48
535407012	Michele L. Bobyn 421 Tyler Street Pueblo, Colorado 81004	421 Tyler Street Pueblo, Colorado 81004	LOTS 22 + 23 BLK 63 COLORADO COAL + IRON COMPANYS ADDITION NO 3	$979.00
536105016	Manuel Ontiveros and Irma Nanez Martinez 5320 Red Creek Springs Road Pueblo, Colorado 81005	Vacant Lot	S 32.3 FT OF N 63.6 FT OF LOTS 1 + 2 BLK 9 STATE ADD	$374.98
1406211003	Beau and Zach Burnett 605 Moffat Avenue Pueblo, Colorado 81003	605 Moffat Avenue Pueblo, Colorado 81003	LOT 23 BLK 22 STANTON + SNYDER	$357.40

1501211009	Felicity Ann Short 318 Quincy Street Pueblo, Colorado 81004	318 Quincy Street Pueblo, Colorado 81004	LOTS 10 + 11 BLK 114 SOUTH PUEBLO	$1,176.42
1501217012	Matthew James Riley 2746 S. Otis Street Denver, Colorado 80227-3526	329 Washington Street Pueblo, Colorado 81004	LOTS 19 + 20 BLK 174 COLORADO COAL + IRON COMPANYS ADDITION NO 1	$836.20
1501305006	Louis C. Baca 416 Jefferson Street Pueblo, Colorado 81004	416 Jefferson Street Pueblo, Colorado 81004	LOTS 8 TO 10 INC BLK 173 COLORADO COAL + IRON COMPANYS ADDITION NO 1	$929.16
1501320026	Ana Victoria Boccardoro 2801 E 120th Avenue, Unit 206 Thornton, Colorado 80233-1499	1203 E. Orman Avenue Pueblo, Colorado 81004	LOT 45 BLK 11 COLLEGE HILL SUB 2ND	$372.60
1501410004	Della Martinez 1008 Elm Street Pueblo, Colorado 81004	1008 Elm Street Pueblo, Colorado 81004	S 33 FT 4 IN OF LOT 3 BLK 1 BESSEMER	$727.40
1501414019	Francisco J. Ruiz 1131 E. Abriendo Avenue Pueblo, Colorado 81004	1131 E. Abriendo Avenue Pueblo, Colorado 81004	LOT 31 BLK 39 CITY HALL PL	$378.22
1502106006	Jose Alberto Mota Ramirez and Claudia Iveth Fonseca Ortiz 1717 Rice Avenue Pueblo, Colorado 81004	1707 Rice Avenue Pueblo, Colorado 81004	LOTS 12 + 13 BLK 6 MESA SUB	$784.80
1502108007	Saadia S. Creighton Howard 736 Beulah Avenue Pueblo, Colorado 81004	736 Beulah Avenue Pueblo, Colorado 81004	LOTS 12 + 13 BLK 8 MESA SUB	$755.50
1502408028	Lawrence M. Montoya 927 Bragdon Avenue Pueblo, Colorado 81004	927 Bragdon Avenue Pueblo, Colorado 81004	N2 LOT 30, ALL LOTS 31 - 33 + S2 LOT 34 BLK 5 MELROSE PL FORMERLY 15-024-08-025 + 016	$868.22
1502431021	David V. and Nancy M. Salama 1207 Berkley Avenue Pueblo, Colorado 81004	1207 Berkley Avenue Pueblo, Colorado 81004	LOTS 43 + 44 BLK 15 LAKEWOOD SUB	$2,864.60
1503110020	Elijah Tate 737 Arlen Avenue Pueblo, Colorado 81005	737 Arlen Avenue Pueblo, Colorado 81005	LOT 20 BLK 5 CORKISH-SACKMAN SUB	$920.00
1503312015	Darrell G. Bryan 5 Rutgers Avenue Pueblo, Colorado 81005	5 Rutgers Avenue Pueblo, Colorado 81005	LOT 29 BLK 28 SUNSET PK 22ND	$1,233.35

1504101018	Eugen Allen 628 Avocado Street Pueblo, Colorado 81005	628 Avocado Street Pueblo, Colorado 81005	S 53 FT OF N 1/2 LOT 5 BLK 1 W D B LAND CO SUB NO 1	$749.90
1504106027	Ronald Delong 2764 S. Little Burnt Mill Road Pueblo, Colorado 81004	544 Cherry Lane Pueblo, Colorado 81005	N 77 FT OF S 147 FT LOT 4 BLK 1 PARKVIEW SUB	$1,763.78
1504115013	Sue D. Ure 720 Santa Barbara Avenue Pueblo, Colorado 81005	719 Santa Barbara Avenue Pueblo, Colorado 81005	LOTS 17 + 18 BLK 4 SUNNY HEIGHTS SUB 1ST FORMERLY #15-041-15-011	$1,084.74
1504411004	Bryant Gutierrez 7 Briarwood Circle Pueblo, Colorado 81005	7 Briarwood Circle Pueblo, Colorado 81005	ALL LOT 4 EXC E 45 FT + ALL LOT 5 BLK 1 REGENCY PARK 1ST	$679.66
1510302020	Joseph D. and Venessa Sue Johnson 1922 Hollywood Drive Pueblo, Colorado 81005	1922 Hollywood Drive Pueblo, Colorado 81005	LOT 20 BLK 19 HIGHLAND PARK 5TH	$860.54
1510304023	Carmenia C. Cisneros 1917 Lynwood Lane Pueblo, Colorado 81005	1917 Lynwood Lane Pueblo, Colorado 81005	LOT 23 BLK 19 HIGHLAND PARK 9TH	$849.04
1510415012	Paul G. Gonzales 6600 Jaguar Drive Apt. 6-708 Santa Fe, New Mexico 87507-1682	2145 Hellbeck Drive Pueblo, Colorado 81005	LOT 12 HELLBECK ACRES	$872.20
1511126002	Jason Reuben Hanson 1616 Sprague Avenue Pueblo, Colorado 81004	1616 Sprague Avenue Pueblo, Colorado 81004	W 1/2 OF LOTS 12 TO 14 BLK 1 PROSPECT PL	$764.86
1511304015	Shade C. Baca 1942 Acero Avenue Pueblo, Colorado 81004	1942 Acero Avenue Pueblo, Colorado 81004	S 11 FT OF LOT 41 ALL 42 + N 14 FT OF LOT 43 BLK 4 ENGLEWOOD SUB	$1,067.36
1512101005	William C. and Juan Martinez 1114 School Street Pueblo, Colorado 81006	416-416 1/2 W. Northern Ave. Pueblo, Colorado 81004	E 18 FT LOT 2 BLK F STEELWORKS AMENDED	$732.34
1512108001	William Martinez 1310 E. Routt Avenue Pueblo, Colorado 81004	1310 E. Routt Avenue Pueblo, Colorado 81004	LOT 1 BLK 3 STEELWORKS AMENDED	$1,908.58
1512202020	Alan and Sherill Woolsey & Samantha Schauer 1329 Cypress Street Pueblo, Colorado 81004	1329 Cypress Street Pueblo, Colorado 81004	N 1/2 LOT 34 ALL 35 BLK 2 LAKE AVE ADD	$566.08

1512207014	Kela Project 4, LLC 1223 Lake Plaza Drive, Suite A Colorado Springs, Colorado 80906-3580	1425 Cypress Street Pueblo, Colorado 81004	LOT 34 BLK 7 LAKE AVE ADD	$713.80
1512210005	Rebecca Diane LaFoe PO Box 2203 Livermore, California 94551-2203	1532 Stone Avenue Pueblo, Colorado 81004	LOTS 14-15-16 BLK 10 LAKE AVE ADD	$1,178.92
1512214003	Norman Dover Unknown Address	1608 Wabash Avenue Pueblo, Colorado 81004	S 1/2 LOT 4 ALL 5 BLK 14 LAKE AVE ADD	$658.42
1512317009	Frank Vigil 1602 Punjab Place Pueblo, Colorado 81006	2136 E. Orman Avenue Pueblo, Colorado 81004	LOTS 18-19 + N 1/2 OF 20 BLK 33 LAKE MINNEQUA ADD	$955.18
1512406006	Elizabeth A. Herrera and Frances G. Herrera Tafoya 1824 E. Routt Avenue Pueblo, Colorado 81004	1824 E. Routt Avenue Pueblo, Colorado 81004	LOT 13 + N 12 1/2 FT OF LOT 14 BLK 12 LAKE MINNEQUA ADD FORMERLY #16124-06-006	$650.80
1513205001	Joey G. Montano 2202 E. Routt Avenue Pueblo, Colorado 81004	2202 E. Routt Avenue Pueblo, Colorado 81004	LOTS 1 + 2 BLK 5 MINNEQUA HEIGHTS	$1,551.50
1513214009	Cheryl Ramirez PO Box 70990 Riverside, California 92513-0990	711 Joliet Avenue Pueblo, Colorado 81004	LOTS 15 + 16 BLK 14 MINNEQUA HEIGHTS	$1,996.84
1513226009	Vivian E. Hall and Sara Bolden 2623 Pine Street Pueblo, Colorado 81004	2623 Pine Street Pueblo, Colorado 81004	LOTS 20-21-22 BLK 26 MINNEQUA HEIGHTS	$1,484.04
1514106024	Nancy C. Von Salome c/o David Leroy Gomez 2501 California Street Pueblo, Colorado 81004	Vacant Lot	LOTS 1-2-3 BLK 23 EAST LAKE	$1,055.02
1515107029	Daniel Torres 3529 White Pine Court Pueblo, Colorado 81005	3529 White Pine Court Pueblo, Colorado 81005	LOT 29 BLK 8 BRIARWOOD SUB 4TH	$669.20
1515210033	Dominic J. Pillitterri, Jr. 9170 E. Arbor Circle, Apt. H Englewood, Colorado 80111-5275	2102 Driftwood Lane Pueblo, Colorado 81005	LOT 34 BLK 17 LYNN GARDENS 5TH	$947.64
1515249136	Colorado Housing and Finance Authority 1 Corporate Drive, Suite 360 Lake Zurich, Illinois 60047-8945	2610 Hollywood Drive Pueblo, Colorado 81005	NLY 71.58 FT OF LOT 17 BLK 25 LYNN GARDENS 9TH	$846.20
1522204004	Cynthia Y. Duran and Lillian B. Romero 11108 Chennault Beach Road Apt. 2727 Mukilteo, Washington 98275-4954	3811 Bison Lane Pueblo, Colorado 81005	LOT 16 BLK 1 HERITAGE VILLAGE #2, A SPECIAL AREA PLAN FORMERLY 15-222-00-005 + -008	$426.72

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: October 15, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Scott Hobson, Acting Director Planning and Community Development

SUBJECT: AN ORDINANCE APPROVING A LEASE AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND COLORADO ENERGY RECYCLERS, LLC FOR THE USE OF 13-ACRES OF CITY-OWNED PROPERTY CONTAINED WITHIN LOT 1, ST. CHARLES INDUSTRIAL PARK, FILING NO. 3 AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

This Ordinance approves a Lease Agreement between the City of Pueblo and Colorado Energy Recyclers, LLC authorizing Colorado Energy Recyclers, LLC to lease 13-acres of City-owned property within Lot 1, St. Charles Industrial Park, Filing No. 3 located west of Lime Road and east of the Vossloh North America Railroad Tie Manufacturing Company property.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

Colorado Energy Recyclers, LLC has submitted a request to lease a 13-acre City-owned property within, Lot 1, St. Charles Industrial Park, Filing No. 3 located west of Lime Road and east of the Vossloh North America Railroad Tie Manufacturing Company property. The lessee would like to use this property during an 18-month period, November 1, 2024 – March 31, 2024 for the storing and chipping of used wood railroad ties into material that is used for fuel in the production process at the nearby GCC Cement Plant. The term of the lease is for a minimum period of 18 months with an annual payment of 1,400 per month. The lease agreement allows the City to extend the term of the lease for successive six-month intervals upon written request. A map of the lease area is included as an attachment to this report.

FINANCIAL IMPLICATIONS:

There City will receive monthly lease payments in the amount of $1,400 per month.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

Should City Council not approve this Ordinance, the property will remain the responsibility of the City to manage and maintain.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. Colorado Energy Recyclers Combined Attachments

ORDINANCE NO.

AN ORDINANCE APPROVING A LEASE AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND COLORADO ENERGY RECYCLERS, LLC FOR THE USE OF 13-ACRES OF CITY-OWNED PROPERTY CONTAINED WITHIN LOT 1, ST. CHARLES INDUSTRIAL PARK, FILING NO. 3 AND AUTHORIZING THE MAYOR TO EXECUTE SAME

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

SECTION 1.

The Lease Agreement for City-owned property within Lot 1, St. Charles Industrial Park, Filing 3, between the City of Pueblo, a Colorado Municipal Corporation and Colorado Energy Recyclers, LLC, incorporated herein and attached hereto, having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

The Mayor is hereby authorized to execute the Lease Agreement on behalf of the City, and the City Clerk shall 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 the intent of the Ordinance to implement the policies and procedures described herein.

SECTION 4.

This Ordinance shall become effective immediately upon 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

LEASE AGREEMENT

THIS LEASE is entered into as of this 28th day of October 2024, by and between the City of Pueblo, Colorado, a Colorado municipal corporation (the "Lessor") and Colorado Energy Recyclers, LLC, (the "Lessee"). Lessor and Lessee are sometimes referred to herein as a "Party" and collectively, as the "Parties."

WHEREAS, Lessor is the owner of a partially unimproved lot located in the St. Charles Industrial Park consisting of approximately 469.72-acres, having the following legal description:

> LOT 1 ST CHARLES INDUSTRIAL PARK FILING NO. 3 IN TAX DISTRICT 70CM FORMERLY #25-010-00-008 & 011

WHEREAS, Lessee is desirous of leasing approximately 13.75-acres of the unimproved portion of the lot as outlined in red area on the map attached hereto as Exhibit A and described as 3175 Lime Road, Pueblo, Colorado 3175 (the "Leased Premises") upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions contained herein, Lessor and Lessee hereby agree as follows:

Article 1. Leased Premises.

1.01 Lessor hereby leases to Lessee and Lessee hereby leases from Lessor, the Leased Premises, subject to the covenants, provisions and conditions herein.

1.02 Access to the Leased Premises shall be by way of Vossloh North America's property. Lessee shall not have, nor create direct access to the Leased Premises from Lime Road.

1.03 This Lease and Lessee's use of the Leased Premises are subject to the easements, right-of-way, covenants, conditions, restrictions, reservations and limitations appearing of record, and applicable zoning and land use laws, ordinances, codes, and regulations governing and regulating the Leased Premises and its use.

Article 2. Term.

2.01 The Term of this Lease shall be for eighteen (18) months commencing November 1, 2024, and ending March 31, 2026 ("Term").

2.02 The Term may be extended at the Lessor's sole discretion for successive six (6) month intervals upon written request by Lessee provided to Lessor at least thirty (30) days prior to expiration of each Term.

Article 3. Rent.

3.01 Lessee shall pay to Lessor monthly rent of One Thousand Four Hundred Dollars ($1,400.00) in advance, without notice or demand, beginning with the Commencement Date and on the same day of each month thereafter during the entire term.

3.02 All monthly rent and other payments required to be made by Lessee hereunder which shall remain unpaid thirty (30) days after their due dates, shall bear interest at the rate of ten percent (10%) per annum until paid. All rent and other payments shall be made at or mailed by United States mail to the following address: City of Pueblo, Finance Dept., I City Hall Place., Pueblo, CO 81003 or such other address as Lessor may from time to time designate to Lessee in writing. The existence of default interest on unpaid rent shall not alter, nor shall it be construed or interpreted to alter the due date, or confer a grace period, after the due date of the rent as set forth in Section 3.01 above.

3.03 Lessee's obligation to pay rent and other payments to Lessor hereunder is absolute and unconditional and rent or additional rent shall not be offset, abated, reduced or withheld for any cause whatsoever.

3.04 It is the intent of the parties hereto that this Lease be a "net" lease with Lessor incurring no obligation, monetary or otherwise, for any expense of any nature associated with the use and operation of the Leased Premises and any component part thereof by the Lessee.

Article 4. Use of Leased Premises.

4.01 The Leased Premises shall be used and occupied by Lessee exclusively for commercial purposes associated with or incident to Lessee's established business activities and for such other activities of Lessee as are reasonably incident thereto.

4.02 Lessee shall use the Leased Premises in a careful, safe and proper manner in compliance with all laws and regulations applicable to the Leased Premises and Lessee's use thereof. Lessee shall not cause, maintain or permit any nuisance or waste in, on, or about the Leased Premises.

Article 5. Condition of Premises.

5.01 EXCEPT AS SPECIFICALLY SET FORTH IN THIS LEASE, IT IS UNDERSTOOD AND AGREED THAT LESSOR IS NOT MAKING AND HAS NOT AT ANY TIME, MADE ANY WARRANTY OR REPRESENTATION OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT TO THE LEASED PREMISES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OR REPRESENTATION AS TO HABITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE (OTHER THAN THE COVENANT OF QUIET POSSESSION SET FORTH IN ARTICLE 13 HEREOF), ZONING, PHYSICAL OR ENVIRONMENTAL CONDITIONS, UTILITIES, GOVERNMENTAL APPROVALS, COMPLIANCE OF THE LEASED PREMISES WITH GOVERNMENTAL LAWS, THE TRUTH, ACCURACY OR COMPLETENESS OF ANY

DOCUMENT OR OTHER INFORMATION PROVIDED TO LESSEE BY ANY OTHER PERSON, OR ANY OTHER MATIER OR THING REGARDING THE LEASED PREMISES.

5.02 The taking of possession of the Leased Premises by Lessee after the Commencement Date shall be conclusive evidence that the Lessee accepts the Leased Premises in its then present condition "As Is, Where Is, With All Faults" and that the Leased Premises are in good and satisfactory condition at the time of the commencement of this Lease.

Article 6. Alterations and Improvements.

Lessee shall not make any additions, alterations or improvements in or to the Leased Premises ("Alterations") without Lessor's prior written consent. Lessee shall not permit or allow any lien to be filed or recorded against the Leased Premises or Lessor's interest therein, and Lessee shall fully cooperate with Lessor in obtaining the protection afforded Lessor under Section 38-22-105(2), C.R.S., currently in effect or as subsequently amended. All Alterations made in or to the Leased Premises by Lessee shall become part of the Leased Premises and be surrendered with the Leased Premises at the termination of this Lease.

Article 7. Right of Entry.

Lessor, or Lessor's officers, employees, agents and representatives, as the case may be, may enter the Leased Premises during normal business hours upon oral or written notice to Lessee, except notice shall not be required in case of emergency, such as fire.

Article 8. Assignment or Sublease.

Lessee shall not voluntarily or by operation of law assign all or any part of this Lease or Lessee's interest herein without the express written consent of Lessor, which consent will not be unreasonably delayed, conditioned or withheld. Lessor may withhold its consent if the proposed assignee's financial standing and responsibility at the time of the proposed assignment is not sufficient in the Lessor's sole discretion to give assurance of performance and compliance with all terms and conditions of this Lease. Upon such an assignment and consent after the effective date of such assignment and consent, such assignee shall execute, acknowledge and deliver to Lessor an assumption agreement in form and substance satisfactory to Lessor, whereby assignee agrees to observe and keep all the terms, provisions, covenants and conditions to be observed, performed and kept by Lessee hereunder. In the event of such assignment, Lessee shall not be released from any obligations arising or occurring under this Lease. Any assignment or attempted assignment of the Lease or any interest herein by Lessee without Landlord's express written consent shall be null and void. Lessee hereby represents and warrants that by hereby entering into this Lease, it is acting on its own behalf and not as an agent for any other person or entity, including any undisclosed principal. For purposes of this Article, sublease or an attempt to sublease by Lessee shall be considered an "assignment".

Article 9. Insurance and Indemnification.

9.01 Lessee shall indemnify and hold Lessor harmless from and defend Lessor against any and all claims or liability, including cost of defense and reasonable attorney fees, for any injury or damage to Lessee or its officers, agents or employees, or to Lessee's property, or to any third person, or to property of any third person: (a) occurring in, on or about the Leased Premises or any part thereof by or from any cause whatsoever except injury or damage caused by the wrongful or intentional acts of Lessor, its officers or employees; or (b) arising out of or resulting from the Leased Premises, or any condition thereon, or from Lessee's use and occupancy of the Leased Premises, or any activity conducted thereon.

9.02 Lessee shall secure and maintain in full force and effect, at its expense, during the Tenn and any Renewal Term, if applicable, of this Lease, commercial general liability insurance including personal injury, property damage and contractual coverage in the minimum amount of $1,000,000.00 combined single limits naming Lessor as an additional named insured.

9.03 Lessee shall secure and maintain during the Term of this Lease Colorado Worker's Compensation insurance or other similar coverage in the statutorily mandated amounts.

9.04 A copy of each insurance policy, or certificate thereof, issued by an association or company authorized to issue such policy or policies under the law of the State of Colorado containing a provision prohibiting cancellation or material modification of the insurance except after thirty (30) days' notice to Lessor, shall be delivered to the Lessor within thirty (30) days after date of this Lease and thereafter the Lessee will furnish to Lessor evidence of the continuance of the insurance coverage required herein within a reasonable time after the same has been issued.

9.05 Lessee hereby releases Lessor and Lessor's officers, agents, managers, directors, and employees from any and all claims and demands for loss, damages, expense or injury to any person or to personal property occurring on the Leased Premises. Lessee shall each obtain from its respective insurers waivers of all rights of subrogation against Lessor and Lessee shall indemnify Lessor against any loss or expense, including reasonable attorneys' fees, resulting from the failure to obtain such waivers of subrogation.

Article l0. Truces and Assessments.

10.01 Lessee shall pay, before delinquency, any and all property taxes levied or charged against any of the personal property belonging to it and situated on the Leased Premises and any possessory interest real property taxes.

10.02 Lessee shall be solely responsible for the payment of its own true obligations including, but are not limited to, sales and use taxes.

Article 11. Utilities.

Lessee shall pay, before delinquent, City of Pueblo's combined service fee and all charges for sewer, water, gas, electricity, telephone and all other utility services furnished to or used in or

supplied to the Leased Premises. Lessor shall not be obligated to furnish, provide, or pay for any utilities, facilities or services of any kind.

Article 12. Eminent Domain.

If the whole or substantial part of the Leased Premises shall be taken or condemned by any competent authority for any public or quasi-public use or purpose under any statute or by the right of eminent domain, or purchased under threat of such taking, then this Lease shall terminate on the date when the condemning authority takes possession of the Leased Premises or the substantial part thereof. There shall be no apportionment of the award for taking or condemnation, the entire award going to the Lessor, provided Lessee shall have the right to recover any award which may be made for damages to or condemnation of Lessee's movable trade fixtures, equipment, furniture and furnishings or payments for relocation, if any.

Article 13. Quiet Possession.

Lessee shall, and may peacefully have, hold and enjoy the Leased Premises, subject to the other terms hereof, provided that Lessee pays the monthly rent and additional rent herein recited and performs all of Lessee's covenants and agreements contained herein.

Article 14. Default.

14.01 In the event of default at any time by Lessee in the payment of the monthly rent or additional rent herein provided for or in the performance of any other of its covenants herein contained, Lessor shall have the right, after five (5) days' notice in writing to Lessee and Lessee's failure within said five (5) day period to cure said default, or if said default does not relate to the payment of money and cannot by its nature be cured within said five (5) day period, to undertake and diligently pursue action to cure said default, to either:

(a) terminate this Lease and re-enter and take possession of the Leased Premises, and/or

(b) pursue any remedy whatsoever provided by law or equity, and/or

(c) re-enter and take possession of the Leased Premises and use its best efforts to re-lease the same for and on account of Lessee for the then full remaining portion of the unexpired Term or Renewal Term of this Lease or for any shorter period, and to collect and receive payment of rent therefore, but no such re-entry or re-letting shall be construed as a termination of this Lease or as a release of Lessee from Lessee's obligation to perform any other covenant herein contained. It is expressly understood and agreed that in the event of any such re-entry or re-retting by Lessor such re-entry shall not operate to terminate this Lease or alter the obligation of Lessee to perform its covenants and to pay monthly rent or additional rent pursuant to the terms hereof unless Lessor expressly so elects pursuant to Section 14.0l(a) above. Lessor shall in no way be responsible or liable for any failure to re-let the Leases Premises, or any part thereof, or for any failure to collect any rent due upon such re-letting. No notice from Lessor hereunder or under a forcible entry and

detainer statute or similar law constitutes an election by Lessor to terminate this Lease unless such notice specifically so states. Lessor reserves the right following any such re-entry and/or re-letting to exercise its right to terminate this Lease; and/or

(d) cure the default on Lessee's behalf and at Lessee's expense, in which event, all costs, expenses and reasonable attorney's fees incurred by Lessor in curing the default together with interest thereon at the rate of ten (10) percent per annum shall constitute additional rent payable to Lessor by Lessee upon demand.

14.02 If Lessor does not elect to terminate this Lease but takes possession as provided for in Section 14.0l(c), Lessee shall pay to Lessor the monthly rent and other charges at the times and in the manner as herein provided which would be payable if such repossession had not occurred, less the net proceeds, if any, of any re-letting of the Leased Premises after deducting all Lessor's reasonable expenses including, without limitation, all repossessions costs, brokerage commissions, legal expenses, attorneys' fees, alterations and repair costs and expenses of preparation of such re-letting.

14.03 In the event the parties hereto become involved in a dispute arising out of this Lease, or the performance or breach thereof, the Court shall award costs, expenses, and attorney fees to the prevailing party.

14.04 If Lessee violates any of the terms and provisions of this Lease or defaults in any of its obligations hereunder other than the payment of monthly rent or other sum payable hereunder, such violation may be restrained or such obligation enforced by injunction at the instance and request of Lessor without the showing of any special damages or an inadequate remedy at law.

Article 15. Waiver and Time of Essence.

The failure or delay of Lessor to in taking any action in connection with a default or failure of Lessee or accepting partial or full payment of amounts due with knowledge of such default or failure, shall not waive such default or failure, and Lessor shall have the right at any time to take such action as may be lawful or authorized hereunder. No waiver of any breach or breaches of any provision, covenant or condition of this Lease shall be construed to be a waiver of any preceding or succeeding breach of such provision, covenant or condition, or of any other provision, covenant or condition. Acceptance of monthly rent or partial monthly rent by Lessor shall not constitute a waiver of any then existing or subsequent breach or default.

Article 16. Notices.

16.01 All notices, demands or communications of any kind which may be required or desired to be served, given or made by Lessee upon Lessor, under the terms or in connection with this Lease, shall be sufficiently served, given or made (as an alternative to personal service upon Lessor) if such notice, demand or communication is sent by certified United States mail, addressed to:

City of Pueblo
ATTN: Mayor
1 City Hall Place, 2nd Floor
Pueblo, CO 81003

with copy to:

City Attorney
1 City Hall Place, 3rd Floor
Pueblo, CO 81003

(or to such other person or address as may be hereafter from time to time be designated for this purpose by Lessor to Lessee in writing).

16.02 All notices, demands or communications of any kind which may be required or desired to be served, given or made by Lessor upon or to Lessee, under the terms of or in connection with this Lease, shall sufficiently be served, given or made (as an alternative to personal service upon Lessee) if such notice, demand or communication is sent by certified United States Mail, addressed to:

Colorado Energy Recyclers LLC
19755 Boca Raton Heights
Fountain, CO 80817
Attention: Emmanuel Espinoza, Operations Manager

with copy to: Cesar Conde
GCC of America, LLC
10th Floor
600 S. Cherry Street
Glendale, CO 80246

(or to such other person or address as may hereafter from time to time be designated for this purpose by Lessee to Lessor in writing).

Article 17. Environmental Provisions.

17.01 For the purpose of this Lease, "Hazardous Materials" means any hazardous or toxic substance, material or waste which is or becomes regulated by any local government authority, the State of Colorado or the United States government and shall include, but not be limited to (l) substances defined as "hazardous waste", "restricted hazardous waste", "hazardous substance" or "hazardous material" under any applicable federal, state or local law or regulation ("Environmental Regulations"), (2) asbestos-containing materials, (3) PCBs. (4) Petroleum or petroleum-based products, and (5) lead.

17.02 Lessee will comply with Environmental Regulations that are applicable to the Lessee and its use of the Leased Premises. No activity shall be undertaken by the Lessee, its employees, agents, licensees, invitees, contractors or subcontractors, on all or any portion of the

Leased Premises which would cause or permit: (i) the presence, use, generation, release, discharge, storage or disposal of any Hazardous Material in, on, under, about, or from the Leased Premises or any part thereof in violation of any Environmental Regulations; (ii) any portion of the Leased Premises to become hazardous waste treatment, storage or disposal facility without receiving proper governmental authorization, and in compliance with all Environmental Regulations; or (iii) the discharge of pollutants or effluents into any water source or system, or the discharge into the air of any emissions without receiving proper governmental authorization, and in compliance with all Environmental Regulations, including, without limitation, the Federal Water Pollution Control Act, U.S.C. Section 1221 et seg. and the Clean Air Act, 42 U.S.C. Section 7401 et seg.

17.03 Lessee agrees to defend, indemnify and forever hold harmless the Leased Premises and Lessor, and their respective agents, successors, and assigns, as their interest may appear, from all claims, losses, damages, penalties, expenses and costs, including, but not limited to, attorneys' fees, remedial, and cleanup costs, incurred by reason of the use, storage, generation, release, discharge, maintenance, disposal, or removal of Hazardous Materials in, on, under, about or from the Leased Premises, or any part thereof, by Lessee, its employees, agents, licensees, invitees, contractors and subcontractors. The provisions of this Article 17 shall expressly survive the expiration of the Term or other termination of this Lease.

Article 18. Miscellaneous Provisions.

18.01 Colorado Law. This Lease shall be governed by the laws of the State of Colorado and shall be construed in accordance therewith without reference to such State's choice of law and/or conflict of law principles.

18.02 Writing for Waiver or Modification. No provision of this Lease may be waived or modified except by an agreement in writing signed by the parties hereto. A waiver of any term or provision shall not be construed as a waiver of any other term or provision.

180.3 Binding Effect. This Lease sets forth the entire and complete understanding and agreement of the parties hereto. Lessee acknowledges and agrees that it has not relied upon any statements, representations, agreements or warranties of Lessor except such as are expressed herein. This Lease shall be binding on the parties, their successors and approved assigns.

18.04 Construction. Throughout this Lease, the singular shall include the plural; the plural shall include the singular; and the masculine and neuter shall include the feminine, wherever the context so requires.

18.05 Text to Control. The headings of sections are included solely for convenience of reference. If any conflict between any heading and the text of this Lease exists, the text shall control.

18.06 Severability. If any provision of this Lease is declared by any court of competent jurisdiction to be invalid for any reason, such invalidity shall not affect the remaining provisions. On the contrary, such remaining provisions shall be fully severable, and this Lease shall be construed and enforced as if such invalid provisions had never been inserted in the Lease.

18.07 Venue and Jury Trial. Lessor and Lessee agree that the venue for all actions or causes of action relating to this Lease or the Leased Premises shall be Pueblo County, Colorado. All such actions shall be filed in the District Court, County of Pueblo, State of Colorado, and Lessor and Lessee submit to the personal and subject matter jurisdiction of that Court. To the extent allowed by law, each party hereby waives its right to a jury trial.

18.08 Lessee's Warranties. Lessee and the persons signing this Lease on behalf of Lessee represent and warrant that such parties and Lessee have the requisite power and authority to enter into, execute and deliver the Lease and that this Lease is a valid and legally binding obligation of Lessee enforceable against Lessee in accordance with its terms.

18.09 Time of Essence. Time shall be of the essence as to the performance of all terms, conditions and obligations under this Lease.

18.10 Third Parties. The provisions of this Lease are and will be for the benefit of Lessor and Lessee only and not for the benefit of any third party, and accordingly, no third party shall have any right or remedy hereunder or the right to enforce any provision of this Lease

18.11 Hold Over. If Lessee shall hold over after the expiration of the term or any renewal term of this Lease, without a signed renewal or new Lease, then Lessee shall be deemed a Lessee from month to month on all of the terms and conditions set forth in this Lease, except that the monthly rental due under Article 3 hereof shall increase by ten percent (I0%) over the rent being charged on the last month prior to the hold over. Nothing in this Section shall be construed as permission of the Lessor to hold over beyond the expiration of the Term or any Renewal Term of this Lease.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, Lessor and Lessee, by their duly authorized representative have executed this Lease on the day and year first above written.

City of Pueblo, Colorado
a Colorado municipal corporation

[S E A L]

Attest: _____
City Clerk

By: _____
Heather Graham
Mayor

Colorado Energy Recyclers LLC

By: _____
Name: _____
Title: _____

STATE OF COLORADO)
) ss.
COUNTY OF PUEBLO)

The foregoing instrument was acknowledged before me this ____ day of October 2024 by _____, as _____ of Vossloh Rail Services North America Corporation, a Delaware corporation.

Witness my hand and official seal.

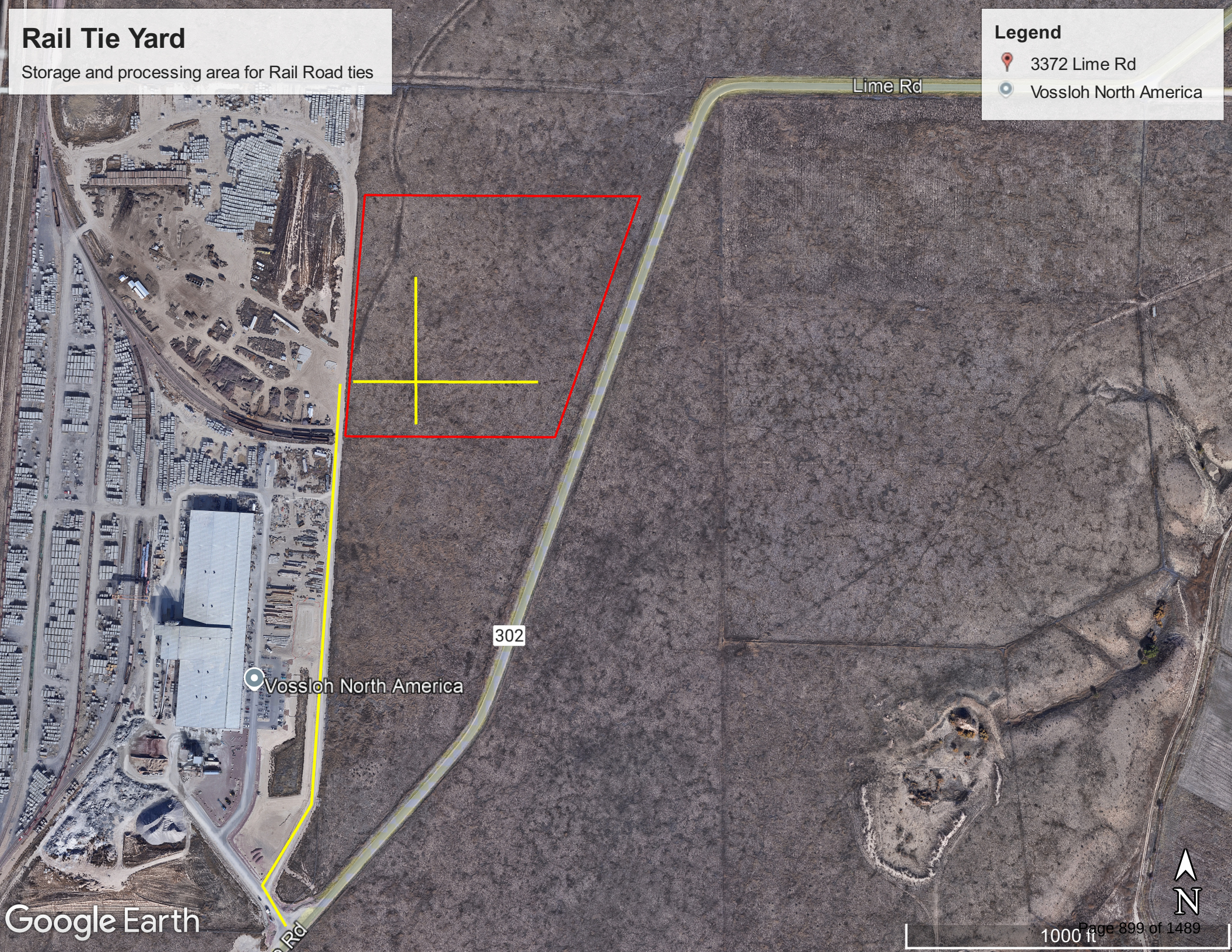
My commission expires: _____. .

[S E A L]

_____
Notary Public

Rail Tie Yard

Storage and processing area for Rail Road ties



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: October 15, 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 DESIGNATING 115 EAST ROUTT AVENUE, PUEBLO DIVINE SCIENCE CHURCH, AS A LOCAL HISTORIC LANDMARK

SUMMARY:

The applicant is requesting to designate 115 East Routt Avenue, Pueblo Divine Science Church, as a local landmark.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The applicant is requesting local landmark designation for the Pueblo Divine Science Church, formerly the Church of the Holy Trinity, located at 115 E. Routt Avenue in the Mesa Junction neighborhood. According to Section 4-14-8 of the Pueblo Municipal Code, a building, object, monument, structure or site may individually be designated as a Landmark if it has distinctive character and meets the criteria listed in the code. Scott McMillin, the owner of the property, submitted the application and is representing the Pueblo Divine Science Church. The applicant hopes to obtain State Historical Fund grants for repairs after designation. The application cites significance under three criteria in the PMC historic preservation code, (1a, 2a, and 2c discussed below), history and architecture. The application states that the structure represents one of Pueblo's significant early churches and the development of South Pueblo as well as representing the work of Pueblo Architect Walter DeMordaunt and showcasing the Gothic Revival Style. The nomination only applies to the 1884 church and addition and excludes the rectory owned by the church next door at 305 Broadway Avenue.

FINANCIAL IMPLICATIONS:

None.

BOARD/COMMISSION RECOMMENDATION:

The Historic Preservation Commission, at their August 21, 2024 Regular Meeting, voted 6-0 to recommend approval. Commissioner Perko absent.

The Planning and Zoning Commission, at their September 25, 2024, Regular Meeting, voted 5-0 to recommend approval. Commissioners Aznar and Maestri absent.

STAKEHOLDER PROCESS:

The application was reviewed at a public hearing held by the Pueblo Historic Preservation Commission held on August 21, 2024 and the application was also reviewed by the City of Pueblo Planning and Zoning Commission at their September 25, 2024 meeting.

ALTERNATIVES:

If City Council does not approve this Ordinance, 115 East Routt Avenue, will not be designated as a Local Historic Landmark.

Upon request of City Council, the Ordinance could be returned to the Historic Preservation Commission and the Planning and Zoning Commission for consideration of proposed modifications.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. HPC-24-05 Combined Attachments

ORDINANCE NO.

AN ORDINANCE DESIGNATING 115 EAST ROUTT AVENUE, PUEBLO DIVINE SCIENCE CHURCH, AS A LOCAL HISTORIC LANDMARK

WHEREAS, , the City of Pueblo's Historic Preservation Code, Chapter 14, Title IV, states that the City shall identify, designate and preserve those buildings, objects, monuments, structures and sites which reflect outstanding elements of the community's architectural and cultural heritage; and,

WHEREAS, the present application was initiated by the owner/applicant, Scott McMillan, and the City's Historic Preservation Commission has reviewed the application for designation of 115 East Routt Avenue, Pueblo Divine Science Church, as a Local Historic Landmark and has recommended to the Planning and Zoning Commission the designation of this resource; and,

WHEREAS, , the City Planning and Zoning Commission has reviewed the Historic Preservation Commission's recommendation and the designation application and submitted its recommendation against the landmark designation to Council; NOW, THEREFORE,

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

SECTION 1.

The City Council finds and determines that 115 Ease Routt Avenue, Pueblo, Colorado, Pueblo Divine Science Church, is associated with history, and architecture. It qualifies under landmark Criteria 1A, significant events/people, and qualifies under landmark Criteria 2A, architecture, and complies with the criteria as defined in the Pueblo Historic Preservation Code Section 4-14-8.

SECTION 2.

The City Council hereby designates 115 East Routt Avenue, Pueblo Divine Science Church, as a local Pueblo Historic Landmark, subject to the benefits, obligations and restrictions resulting from such designation as described in Chapter 14, Title IV of the Pueblo Municipal Code.

SECTION 3.

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

SECTION 4.

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

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on _____.

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

Jocelyn Martinez
Chair

Guy Chabot
Vice Chair

Anthony Perko
Secretary

city of PUEBLO colorado
Historic Preservation Commission

Laurel Campbell

George Koncilja

Jan Schraner

Sandra Morrison

211 East D Street | Pueblo, Colorado 81003 | Tel 719-553-2259 | Fax 719-553-2359 | TTY 719-553-2611 | www.pueblo.us

Minutes of Regular Meeting
City of Pueblo, Colorado
Wednesday August 21, 2024, 1:30 p.m.
City Council Chambers, 1 City Hall Place

The meeting was called to order at 1:30 p.m. with Jocelyn Martinez presiding.

Commissioner's Present: Jocelyn Martinez, Laurel Campbell, Sandra Morrison, Guy Chabot, George Koncilja, Jan Schraner.

Commissioner Absent: Anthony Perko

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, Cindy Capritta, Land Use Tech.

Staff Members Absent:

Regular Meeting:

HPC-24-05 Local Landmark - Church of the Holy Trinity/Pueblo Divine Science Church - 115 E. Routt**.** Staff report by Wade Broadhead, Senior Planner.

Hearing: Applicant Scott McMillin was sworn in and spoke in support of the application. No one appeared in opposition.

Commission Action: Koncilja motioned to recommend the Landmark application to City Council, seconded by Schraner.

Motion Passed: 6-0.

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Regina Maestri
City Council Representative

city of PUEBLO colorado
Planning & Zoning Commission

Christopher Pasternak
Alexandra Aznar
Elizabeth Bailey
Cheryl Spinuzzi

MINUTES OF REGULAR MEETING

City of Pueblo, Colorado
Wednesday September 25, 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, Lisa Bailey, Chris Pasternak, Cheryl Spinuzzi.

Commissioners Absent: Alexandra Aznar, Regina Maestri

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, Bart Mikitowicz, Senior Planner, Cindy Capritta, Land Use Tech.

Staff Members Absent:

Approval of the Agenda: Bailey motioned to approve the agenda, seconded by Spinuzzi.

Motion Passed: 5-0

Public Meeting:

1. HPC-24-5 Church of the Holy Trinity/Pueblo Divine Science Church Landmark Recommendation to City Council. Staff report by Wade Broadhead, Senior Planner.

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

Motion Passed: 5-0

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Regina Maestri
City Council Representative

city of PUEBLO colorado
Planning & Zoning Commission

Christopher Pasternak
Alexandra Aznar
Elizabeth Bailey
Cheryl Spinuzzi

Planning and Zoning Refferal for HPC-24-05

TO:	City of Pueblo, Planning and Zoning Commission
FROM:	Wade Broadhead, Sr. Planner
THROUGH:	Scott Hobson, Acting Director of Planning and Community Development
DATE:	September 11, 2024
SUBJECT:	Review and Recommendation to City Council for an application to designate the former Holy Trinity Church as a Local Pueblo Landmark
APPLICANTS:	Scott McMillian, Pueblo Divine Science Church
PROPERTY OWNER:	Pueblo Divine Science
LOCATION:	115 E. Routt Avenue
REQUEST:	To review the Pueblo Historic Preservation Commission recommendation and the Pueblo Local Landmark designation application and forward a recommendation on the application by the Planning & Zoning Commission to City Council.

According to the Pueblo Municipal Code 14-4-8), (g). "Within fifteen (15) days after making a recommendation to approve, HPC shall transmit its written recommendation to the Planning and Zoning Commission including the findings of fact which constitute the basis for HPC recommendation. The Planning and Zoning Commission shall without public hearing review HPC's recommendation and the designation application at its next available meeting and submit its recommendations thereon to Council. All recommendations of the Planning and Zoning Commission shall be made taking into consideration any comprehensive plan, zoning requirements, projected public improvements, and existing and proposed renewal and development plans applicable to the section of the City to be affected by the designation or amendment of a designation."

Local landmark designations are forwarded to the Planning and Zoning Commission to provide a recommendation to City Council taking into consideration any comprehensive plan, zoning requirements, projected public improvements, and existing and proposed renewal and development plans applicable to the section of the City to be affected by the designation.

Items to consider for the recommendation to City Council for the historic landmark designation or historic districts according to 4-14-8(g):

Comprehensive Plan
The Holy Trinity Church is located in the Urban neighborhoods area according to the Pueblo Regional Comprehensive Plan, adopted in July of 2022. Urban Neighborhoods are characterized by single family

detached and attached homes, duplex, and townhomes with supporting land uses such as accessory dwelling units, small scaler multi-family dwellings, neighborhood scale commercial, retail and services parks; schools; libraries; community gardens and other complimentary uses. As a long-term community church, the Pueblo Divine Science building qualifies as a common complimentary use in the Urban Neighborhoods Future Land Use Category.

The Regional Goals and Policies section of the Comprehensive Plan addresses historic preservation efforts in the City. *Policy 4.1.3 Inventory of Cultural Resources* encourages the expansion of the Pueblo Inventory of Cultural Resources and the measure of success on page 54 encourages an increasing trend in local landmarks. Landmarking the Holy Trinity/Pueblo Divine Science Church directly addresses this policy in the Pueblo Regional Comprehensive Plan with respect to planning and historic preservation by documenting contributions of locally significant architect Walter DeMordaunt and the Holy Trinity/Pueblo Divine Science congregation in Pueblo since it's construction in 1884 and major addition in 1927.

Zoning Requirements
The building is located within an R-5, Multiple Residential and Office Zone District. A church, religious institution, is a use by right in an R-5, Zone District. No anticipated zone changes are planned for this property or the immediately vicinity.

Projected Public Improvements
No major public improvement projects are scheduled on or adjacent to 115 E. Routt Ave.

Existing or proposed renewal and development plans
The City has no redevelopment plans that involve this property.

Applicable Regulations and Prior Action
Pueblo Municipal Code Section 4-14-8(g), the City's Historic Preservation Commission "HPC" recommended approval at their August 21, 2024, meeting by a vote of 6-0. Koncilja moved to approve the application, seconded by Schraner for designation for the Holy Trinity / Pueblo Divine Science House based on the findings for significance listed in PMC 4-14-8(a)(1)(a) social history and (a)(2)(a), (a)(2)(c) related to architecture.

Recommendation:
If the Planning & Zoning Commission finds the property located at 115 E. Routt Avenue is appropriate to be designated as a Pueblo local landmark taking into consideration criteria within Section 4-14-8 (g) of the Pueblo Municipal Code, a recommendation of approval will be submitted to City Council for final review and approval of a Local Landmark designation.

If the Planning & Zoning Commission finds the property located at 115 E. Routt Avenue is not appropriate to be designated as a Pueblo local landmark taking into consideration criteria within Section 4-14-8 (g) of the Pueblo Municipal Code, a recommendation of denial will be submitted to City Council for final review and approval of a Local Landmark designation.

Attachments:
1. Staff Report for HPC-24-05 Holy Trinity/Pueblo Divine Science Church.

Jocelyn Martinez
Chair

Guy Chabot
Vice Chair

Anthony Perko
Secretary

city of PUEBLO colorado
Historic Preservation Commission

Laurel Campbell

George Koncilja

Jan Schraner

Sandra Morrison

211 East D Street | Pueblo, Colorado 81003 | Tel 719-553-2259 | Fax 719-553-2359 | TTY 719-553-2611 | www.pueblo.us

HPC-24-05

August 21, 2024

To:	Historic Preservation Commission
From:	Wade Broadhead, Senior Planner
Through:	Scott Hobson, Acting Director of Planning and Community Development
Location:	**115 E. Routt Avenue**
Applicant:	**Scott McMillan, Pueblo Divine Science Church**
Owner:	**Pueblo Divine Science Church**
Year Built:	**1884, addition in 1927**
Legal Description:	Lot NWLY 113 ft of 29 to 31 ad SELY 23 feet of 31 plus all of 32, Block 124, South Pueblo
Zone District:	**R-5, Multiple Residential and Office Zone District**

Synopsis

The applicant is requesting local landmark designation for the Church of the Holy Trinity located at 115 E. Routt Avenue located in the Mesa Junction neighborhood. According to Section 4-14-8 of the Pueblo Municipal Code, a building, object, monument, structure or site may individually be designated as a Landmark if it has distinctive character and meets the criteria listed in the code. Scott McMillin submitted the application and is representing the Pueblo Divine Science Church, the owner of the property. The applicant hopes to obtain State Historical Fund grants for repairs after designation.

The application cites significance under three criteria in the PMC historic preservation code, (1a, 2a, and 2c discussed below), history and architecture. The application states that the structure represents one of Pueblo's significant early churches and the development of South Pueblo as well as representing the work of Pueblo Architect Walter DeMordaunt and showcasing the Gothic Revival Style. The nomination only applies to the 1884 church and addition and excludes the rectory owned by the church next door at 305 Broadway Avenue.

Background

The Pueblo Historic Preservation Commission considers landmark designation applications eligible if they meet two of the three criteria referenced above. This application's justification of facts proposes the historical significance meets criteria 1a, 2a, and 2c.

The applicant nominated the subject property for landmark designation per the requirements contained in Section 4-14-8, Chapter 14 – Historic Preservation Code, Title IV – Building Regulations, of the Pueblo Municipal Code. The Historic Preservation Commission may approve this application if it serves the goals of the historic preservation code. A building, object, monument, structure, or site may individually be designated as a Landmark— or one or more buildings, objects, monuments, structures, or sites which are united by past events or aesthetically by plan or physical development may be designated as a Historic District— if they have distinctive character and meet the following criteria:

1. Special historic or prehistoric interest or importance:
    a. Has significant character, interest or value, as part of the development, heritage, or cultural characteristics of the City, State, or Nation; or is associated with the life of a person significant in the past; or
    b. Has the site of a historic event with a significant effect upon society; or
    c. Exemplifies the cultural heritage of the community; or has yielded, or may be likely to yield, important prehistoric information.
2. Special architectural, engineering, or aesthetic interest or importance:
    a. Portrays the environment in an era of history characterized by a distinctive architectural style; or
    b. Embodies those distinguishing characteristics of an architectural-type or engineering specimen; or
    c. Is the work of a designer whose individual work has significantly influenced the development of the City; or
    d. Contains elements of design, detail, materials, or craftsmanship which represent a significant innovation.
3. Special geographic interest or importance:
    a. by being part of or related to a square, park or other distinctive area, which should be developed or preserved according to a plan based on a historic, cultural or architectural motif, or
    b. owing to its unique location or singular physical characteristic, represents an established and familiar visual feature of the neighborhood, community, or City.

The application was prepared by Scott McMillian, member of the church and retired professor of historic preservation and building trades at CSU Ft. Collins.

1A Have direct association with the historical development of the city, state, or nation.

The application states that the 1884 church is one of the oldest churches still in use in South Pueblo and Mesa Junction and an important part of the urban development of this area. The church contains a significant addition from 1927 when numbers grew at the church and in the neighborhood, and the Mesa Junction neighborhood began to fill out with homes and businesses. The Pueblo Divine Science still maintains the original use and serves parishioners from Pueblo and surrounding communities.

Staff finds that the site does have direct association with significant development of the city due to its early construction and continued use and expansion that mirrored larger citywide demographic trends.

2A Embody distinguishing characteristics of an architectural style or type

The church represents a good example of the architectural style Gothic Revival. The 1884 original church is one of the earliest still extant examples of Gothic revival on a church building characterized by the large lancet windows, steep rooflines with parapeted gables. The lancet windows and steep roofs are character defining features. Gothic revival building could be made from wood, brick, or stone, but were in decline by the 1880s and many early buildings have since be destroyed or heavily modified.

Staff finds the site eligible under 2A as it exemplifies the Gothic Revival architectural style.

2C. Is the work of a designer whose individual work has significantly influenced the development of the City.

The original building was built by a "Mr. Coy" and the architect is unknown. The 1927 addition was designed by Walter DeMordaunt, (1894-1962), a Pueblo architect. DeMordaunt was one of Pueblo's most significant architects and his career ranged from the 1920s to the 1960s. He served under William Stickney, designer of Pueblo City Hall for a short time before starting his own firm. DeMordaunt designed all types of structure including homes, as well as many governmental buildings across southern Colorado from Salida to Alamosa. DeMordaunt designed the Star Journal Model home and the Pueblo YWCA building, both listed on the National Register of historic places. Other projects were the Mineral Palace Band Shell, The Keating School, Bessemer and Carlisle Schools, numerous buildings at the Colorado State Hospital, and most of the early Safeway grocery stores in Pueblo. DeMordaunt also specialized in alterations to existing historic buildings including churches and schools. City Staff has a complete project list from 1926 to 1963 for Walter DeMordaunt that was sent from his former employee in 1983 who states DeMordaunt was less concerned with style than structure in the letter.

Staff finds that the church's association with Walter DeMordaunt, one of Pueblo's most prolific architects, qualifies it for criteria 2C.

Changes to the Building and Property

The 1927 addition changed the original building significantly, including the main entryway, but this nomination and period of significance is for 1952, when all the recent modifications had been completed. The previous congregation removed the stained-glass windows in 1946 and replaced them with amber fiberglass. The pilasters on the 1884 building were replaced with concreate buttresses to help stabilize the building before 1952.

Zoning District

The site and immediate surrounding area are zoned R-5, and the surrounding neighborhood is largely zoned R-5 with a mix of small businesses, apartments, and single-family homes. The Pueblo Community Health Center is located adjacent to the property and is zoned S-1; parking for this use takes up most of the adjacent lots to the north, south, and west.

City's Comprehensive Plan Compliance

The Holy Trinity Church is located in the Urban Neighborhoods future land use area according to the Pueblo Regional Comprehensive Plan adopted in July of 2022. Urban Neighborhoods are characterized by single family detached and attached homes, duplexes and townhomes with supporting land uses such as accessory dwelling units; small scale commercial; retail and services; parks; schools; libraries; community gardens; and other complimentary uses. According to the Comprehensive Plan, Urban Neighborhoods are generally built before 1950 and are centrally located neighborhoods. The church has no plans for expansion but wishes to restore their existing historic building which will not conflict with the comprehensive plan.

The Regional Goals and Policies section of the Comprehensive Plan addresses historic preservation efforts in the City. *Policy 4.1.3 Inventory of Cultural Resources* encourages the expansion the Pueblo

Inventory of Cultural Resources and the measurer of success on page 54 encourages an increasing trend in local landmarks. Landmarking Holy Trinity Church directly addresses this policy in the Pueblo Regional Comprehensive Plan with respect to planning and historic preservation by landmarking buildings and assisting citizens to gain access to state preservation funding.

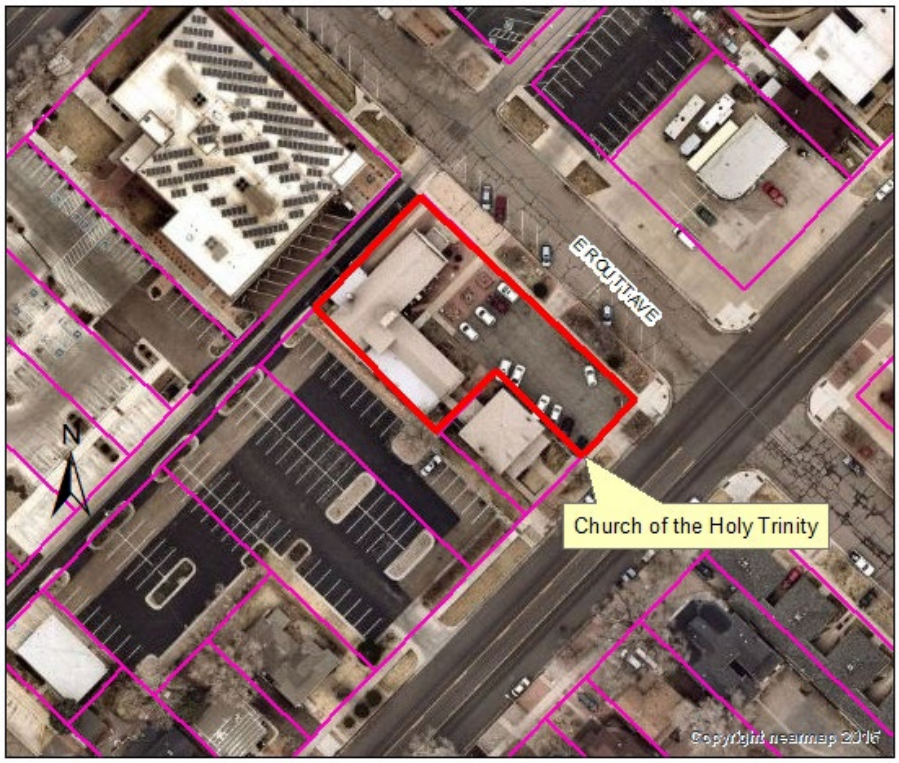
Recommended Action:

If the Historic Preservation Commission finds the property meets the eligibility criteria: Section 4-14-8, 4-14-8, (a)(1) and 4-14-8 (a)(2b), of the Pueblo Municipal Code, a recommendation of approval will be submitted to the Planning and Zoning Commission for review and recommendation to City Council for final review and approval of a Local Landmark designation.

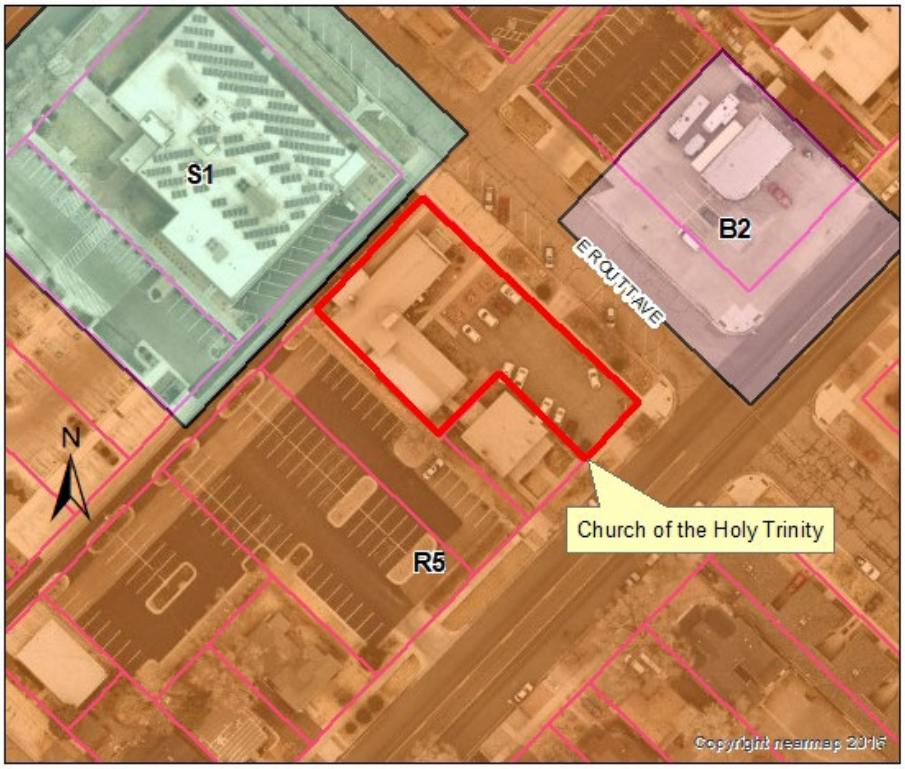
Exhibits

A. Maps
B. Photographs
C. Application signature sheet and OpenGov document, full nomination is attached via PDF.

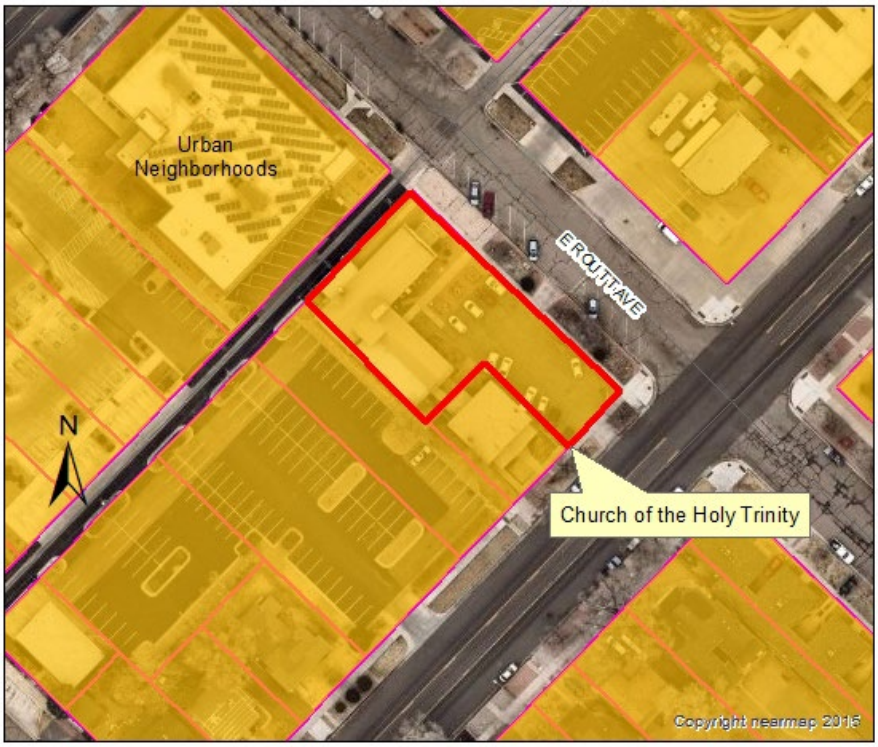
EXHIBIT A. MAPS



A1. Aerial image of the property



A2. Zoning map of the property



A3. Comprehensive Plan Map

EXHIBIT B. SITE PHOTOGRAPHS



Proof of posting



Overview from front façade showing parapeted





Overview of the small chapel.



View of the chapel and rear corner

EXHIBIT C. APPLICATIONS AND ATTACHEMNTS

City of Pueblo PLACE

5/15/2024

24-99
Historic Preservation Commission
Status: Active
Submitted On: 5/15/2024

Primary Location
115 E ROUTT AVE
PUEBLO, CO 81004

Owner
PUEBLO DIVINE SCIENCE CHURCH
115 E ROUTT AVE PUEBLO , CO 81004-2116

Applicant
Scott McMillan
719-371-7123
scottmcmillin@hotmail.com
115 E. Routt
Pueblo, CO 81004

Internal

Case Number
1

Planner Assigned
–

Continuances
–

Number of Posters
–

Number of Postcards/Mailings
–

Newspaper Notice Cost
–

Public Notice Costs must be paid by:
–

Public Notice zoning poster must be displayed by:
–

HPC Hearing Information

HPC Hearing Date
–

HPC Hearing Results
–

Check box if hearing is a Special Requested Hearing

☐

Planning & Zoning Commission Information

P&Z Hearing Date

06/18/2024

P&Z Hearing Results

–

Check box if hearing is a Special Requested Hearing

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City Council Information

Council First Reading

–

Council Final Reading

–

Council Hearing Results

–

Effective Date

–

Ordinance Number

Recording Number

Application Information

Application Type*

Historic Nomination

Residential or Non-Residential?*

Non-Residential

Certificate of Compliance is for properties not located in HB zone district and are not contributing to National Historic District Register.

Nomination for Local Historic Designation

Name of Property and/or Historic Name*

Church of the Holy Trinity

Present Use*

Church

Historic Use*

Church

Site Number (issued by State of Colorado)

Are you designating a historic district?*

Yes

Describe the approximate boundaries of the district*

Lot NWLY 113 Feet of 29 to 31 & SELY 23 Feet of 31 plus all of 32 Blk 124 South Pueblo

What is the Applicant's Affiliation/Interest in Property*

Member

Owner Consent to Designation

Property Owner Signature*

Scott McMillan
May 15, 2024

24-99

city of PUEBLO colorado
Historic Preservation Commission

211 East D Street | Pueblo, Colorado 81003 | Tel 719-553-2259 | Fax 719-553-2359 | TTY 719-553-2611 | www.pueblo.us

Nomination Application for Local Historic Designation

Name of Property and/or Historic Name: Church of the Holy Trinity
Name of Property Owner: Pueblo Divine Science Church
Address of Property: 115 E. Routt, Pueblo, CO 81004
Legal Description: Lot NWLY 113Ft of 29 to 31 + SELY 23Ft of 31 + All of 3
Zoning: R5 BLK 124 South Pueblo
Present Use: Church
Historic Use: Church
Site Number (issued by State of Colorado): _____

Owner Consent to Designation

I (we), the undersigned, acting as owner(s) of, the property described in this application for landmark designation do, hereby, give my (our) consent to the designation of this structure as a Structure for Preservation.

Printed name (s): Richard Pryor-Pres., Ken Lewis-VPres, Cat Connor-Sec
Dorothy Maher-Member, Scott McMillin-Member
Address: 305 Broadway Ave., Pueblo, CO 81004
Telephone Number: 719-543-0812
Email Address: www.PuebloDivineScience.org
Signature(s): Catherine Connor
Scott McMillin, Kenneth Lewis, Richard Pryor, Dorothy Maher
Date: _____

Applicant Name (if not the Property Owner): Scott McMillin
Affiliation/Interest in Property: Church Board Member
Address: _____
Telephone Number: 719-371-7123 **Email Address:** scottmcmillin@hotmail.com
Signature(s): Scott McMillin
Signature(s): _____
Date: _____

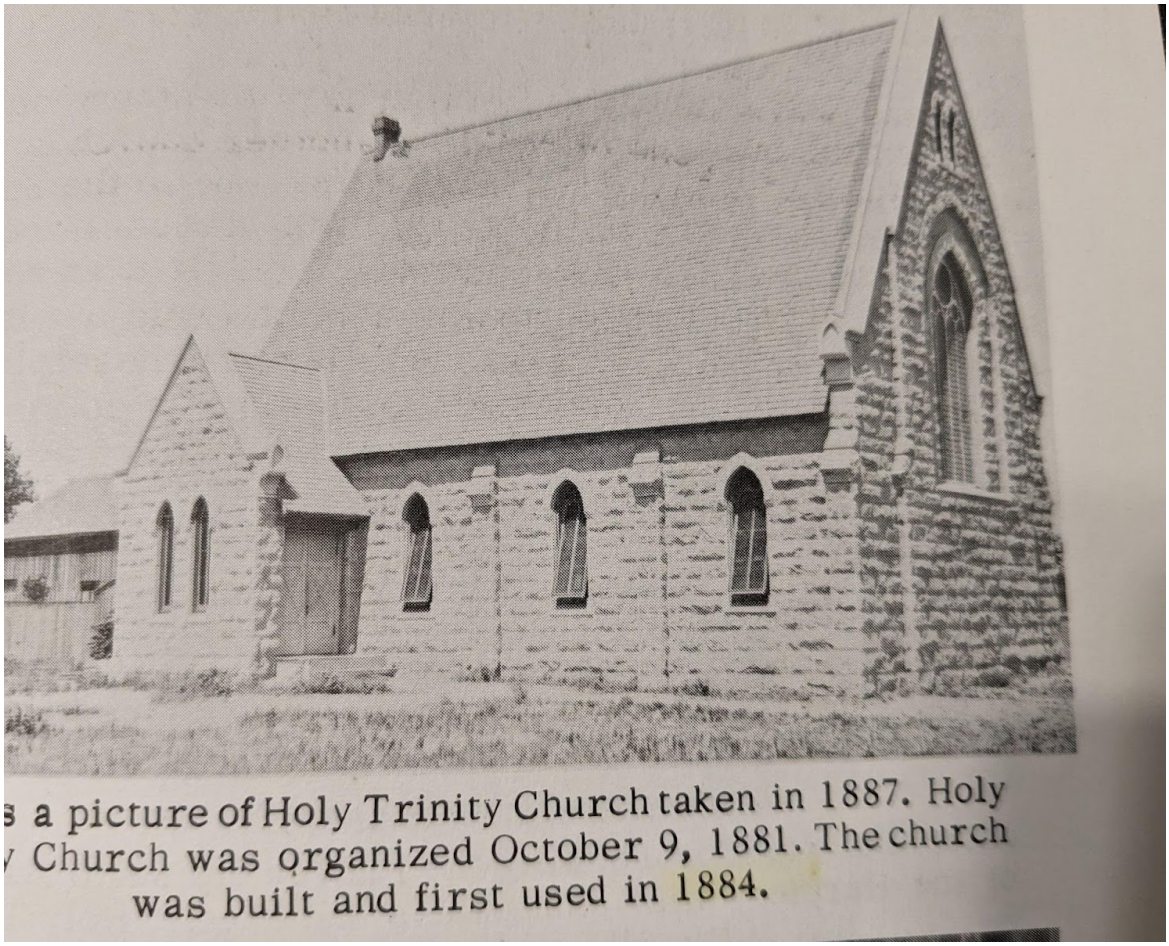
For designating a historic district, please see Appendix E.

Office Use Only
Application received by: _____ Date: _____

Checked for completeness by: _____ Date: _____

□ Accepted □ Accepted with conditions □ Rejected

5/2020



Building History of the Church at 115 East Routt, Pueblo Colorado

The church which is known today as Pueblo Divine Science Church turned 150 years old in 2023. From its beginning in 1883 until 1946 it was known as Holy Trinity Church. Since 1952 it has been called the Pueblo Divine Science Church. The history of the church goes back to the beginning of the city of Pueblo, Colorado.

The city of Pueblo boomed with the coming of the railroad to the region. Before that it was a cowtown and a frontier trading post. The area where the church is located is South Pueblo where the streets are aligned with the railroad.

> The town of South Pueblo was founded as a result of the coming of the Denver and Rio Grande Railroad. The Central Improvement Company, an adjunct of the Rio Grande Railroad Company, purchased the great Nolan Grant, made by the Mexican Government in 1843, which originally contained four hundred thousand acres. In July 1870, The title of this grant was confirmed by Congress to Nolan's heirs who sold forty-eight thousand acres to Charles Goodnight and others, who intern sold it to the Rio Grande. In October of 1872, work began on the first buildings in South Pueblo. Now two incorporated town(s) existed, divided by the Arkansas River, and rivalry and division began and grew, the impact of which was felt for many years. Later, even more division was to be evidenced, for the incorporated town of Central Pueblo was organized in 1882; and, still another, Bessemer, the child of Colorado Fuel and Iron Company (first known as the Colorado Coal and Iron Company,) emerging to life in 1880. In 1886, the three Pueblo town(s) combined, and in 1896, Bessemer was annexed to the City of Pueblo under an act of the General Assembly of the State of Colorado.
> (Daney 23)

The site for the church was purchased by Col. Strait and Mr. J. B. Orman for $400 from Colorado Coal and Iron Company. The same lots 29-32 at the corner of Routt and Broadway consist of the church property today. Another building formerly known as the Pueblo Conservatory of Music also sits on lots 29&30 and is a separate property from the church property. The Conservatory of Music faces Broadway while the church faces Routt.

A construction contract was let to a Mr. Coy in 1882 for a sum of $2,480 with the work to be completed only as far as the money on hand would go. The cornerstone of the church is dated May 10, 1883.

> Palm Sunday of 1884 was a triumphal one for on this day the first service was held in the newly constructed church. The building was not complete, but it was roofed and floored and could be used even if the rough stone walls were unfinished within. In 1884, the church stood aloof and alone on the untilled prairie, there being but three housed in the block at this time. The windows, with the exception of the stained glass memorial window, were clear glass. The seats were painted kitchen chairs, and lamps hung from the roof beams.
> (Daney 64)

In December of 1884 a contract was let to plaster the interior. Because the original construction agreement was to complete as much as the initial sum of money would cover.

In 1885 a vestry room was added to the church. The vestry room is seen in the early photograph of the church captured in 1887.

South Pueblo and Bessimer were separate towns from Pueblo until consolidated into Pueblo in 1886. Although these communities are all in the same city their unique character is very apparent to this day. Especially South Pueblo where the street grid is aligned with the railroad instead of the North-South alignment of the rest of the city. In the late 19th century Pueblo was growing rapidly due to railroads and the steel industry. The church known as Holy Trinity Episcopal church also grew and in 1897 doubled its size with the addition of Saint Andrews Hall. Also in 1897 Father Oliver, the first rector of Ascension Episcopal Church, was buried under the altar of Holy Trinity Church.

Keeping the stone building, with its soaring ceiling, warm in the winter was a problem at the turn of the century and it still is today. In 1901 the heating system was changed from steam to ducted hot air. Today the sanctuary has a steam heating plant that is idle due to leaking radiators and the cost of firing the boilers.

The 1905 Sanborn map shows the church with its additions and another building (Pueblo Conservatory of Music) on the same lots. The Conservatory of Music is a separate piece of property from the church.

In 1913 the church was partially closed for repairs and windows. It is possible that stained glass windows were installed then; although the reference book did not specify the type of windows. In the mid 20th century Holy Trinity and ascension churches merged and the old church on Routt was sold to the Divine Scientists. It is possible that the stained glass was removed then. Since 1952, and currently, the windows in the sanctuary are covered with amber fiberglass.

1927 brought another major change to the church. Under the direction of architect Walter DeMordant the church was redesigned to resemble an English Anglican chapel. To facilitate the change the sanctuary seating was reversed from facing north to face south. The construction cost was $30,000 funded in part by the sale of the mission church in Bessemer, Saint James. Also in that year a pipe organ was installed.

By 1948 it was discovered that the east wall was out of alignment and the roof had a sag. This was two years after Holy Trinity had merged with Ascension Episcopal church.

> Holy Trinity was sold to the Divine Scientists on June 30, 1952, for the sum of $35,000. The money went toward the cost of the new educational building next to Ascension Church. The new owners repaired the sagging walls with concrete flying buttresses. The interior of the building was remodeled in that sanctuary and chancel were replaced by a speaker’s podium. The altars, all Church ornaments, including the Andrea del Sarto reredos paints, and the stained glass memorial windows were removed and stored in the basement of ascension church until such time as other uses could be found for them in the new educational building’ in the chapel of

> Parkview Episcopal Hospital, and later in the new chapel Saint Peter the Apostle, which was to be established in the future.
>
> Father Oliver's body was removed from its burial place under the spot where the old altar had been before Holy Trinity had been remodeled back in 1927. The contractor was forced to drive a tunnel under a section of Holy Trinity. According to the *Pueblo Chiefton,* "after a week's work a rotted wooden casket with silver handles was found. Human bones and a silver cross were in the casket. The remains were moved to Roselawn Cemetery," This former rector of the Church of the Ascension who had died in 1897, had requested his body be interred in Holy Trinity. He believed at the time of his death that Holy Trinity would be permanent.
> (Daney 128)

The concrete buttresses on the walls of the old stone church were not flying as stated above but are certainly in harmony with the Gothic Revival style. Since 1952 little has changed in the appearance of the building.

References

Daney, Isabel. Pueblo's First Cross Episcopal Church History. Denver: Big Mountain Press, 1966.

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King, Mrs. Homer. "Our Pioneers; a loving Tribute to Mis Lillian Thatcher" Arkansas Valley Chapter DAR, Pueblo. March 1944. Rawlings Archives.

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Staff. The Colorado Daily Chieftain. July 20, 1897. Rawlings Archives.

Staff. "History of Holy Trinity Parish" Pueblo Chieftain. April 30, 1890. Rawlings Archives.

Staff. "Churches" Pueblo Chieftain. January 1, 1902. Rawlings Archives.

Staff. "Memorial Tribute to Life Service of Beloved Pueblo Pioneer Pastor" Pueblo Chieftain. March 22, 1926. Rawlings Archives.

Staff. "Rev. Edward Pearsons Newton" Pueblo Chieftain. March 26, 1926. Rawlings Archives.

Staff. "Bishop Will Formally Dedicate New Holy Trinity Church Building Today" Pueblo Chieftain. October 23, 1927. Rawlings Archives.

Staff. 'Parishes of Episcopalian Churches Consolidated" Pueblo Chieftain. January 24, 1946. Rawlings Archives.

Staff. “Body of First Holy Trinity Rector Removed From Beneath Building” Pueblo Star Journal. August 25, 1952. Rawlings Archives

Staff. “Divine Science Services Sunday in Remodeled South Side Church” Pueblo Star Journal. October 16, 1952.

Staff. “Dedication of Divine Science Church is set for December 28” Pueblo Star Journal. December 8, 1952.

Sanborn Map. 1905 v2, p128. Pueblo Historical Archives.

Sanborn Map. 1941 v2, p128. Pueblo Historical Archives.

Smith, Mrs. W. Harley. “Church of the Ascension and Holy Trinity” 1949. Pueblo Historical Archives.

Vest, Don. Churches Built Prior to 1900 (still in existence). Planning Department city of Pueblo, Colorado. April 1990.

Jocelyn Martinez
Chair

Guy Chabot
Vice Chair

Anthony Perko
Secretary

city of PUEBLO colorado
Historic Preservation Commission

Laurel Campbell

George Koncilja

Jan Schraner

Sandra Morrison

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HPC-24-05

August 21, 2024

To:	Historic Preservation Commission
From:	Wade Broadhead, Senior Planner
Through:	Scott Hobson, Acting Director of Planning and Community Development
Location:	**115 E. Routt Avenue**
Applicant:	**Scott McMillan, Pueblo Divine Science Church**
Owner:	**Pueblo Divine Science Church**
Year Built:	**1884, addition in 1927**
Legal Description:	Lot NWLY 113 ft of 29 to 31 ad SELY 23 feet of 31 plus all of 32, Block 124, South Pueblo
Zone District:	**R-5, Multiple Residential and Office Zone District**

Synopsis

The applicant is requesting local landmark designation for the Church of the Holy Trinity located at 115 E. Routt Avenue located in the Mesa Junction neighborhood. According to Section 4-14-8 of the Pueblo Municipal Code, a building, object, monument, structure or site may individually be designated as a Landmark if it has distinctive character and meets the criteria listed in the code. Scott McMillin submitted the application and is representing the Pueblo Divine Science Church, the owner of the property. The applicant hopes to obtain State Historical Fund grants for repairs after designation.

The application cites significance under three criteria in the PMC historic preservation code, (1a, 2a, and 2c discussed below), history and architecture. The application states that the structure represents one of Pueblo's significant early churches and the development of South Pueblo as well as representing the work of Pueblo Architect Walter DeMordaunt and showcasing the Gothic Revival Style. The nomination only applies to the 1884 church and addition and excludes the rectory owned by the church next door at 305 Broadway Avenue.

Background

The Pueblo Historic Preservation Commission considers landmark designation applications eligible if they meet two of the three criteria referenced above. This application's justification of facts proposes the historical significance meets criteria 1a, 2a, and 2c.

The applicant nominated the subject property for landmark designation per the requirements contained in Section 4-14-8, Chapter 14 – Historic Preservation Code, Title IV – Building Regulations, of the Pueblo Municipal Code. The Historic Preservation Commission may approve this application if it serves the goals of the historic preservation code. A building, object, monument, structure, or site may individually be designated as a Landmark— or one or more buildings, objects, monuments, structures, or sites which are united by past events or aesthetically by plan or physical development may be designated as a Historic District— if they have distinctive character and meet the following criteria:

1. Special historic or prehistoric interest or importance:
    a. Has significant character, interest or value, as part of the development, heritage, or cultural characteristics of the City, State, or Nation; or is associated with the life of a person significant in the past; or
    b. Has the site of a historic event with a significant effect upon society; or
    c. Exemplifies the cultural heritage of the community; or has yielded, or may be likely to yield, important prehistoric information.
2. Special architectural, engineering, or aesthetic interest or importance:
    a. Portrays the environment in an era of history characterized by a distinctive architectural style; or
    b. Embodies those distinguishing characteristics of an architectural-type or engineering specimen; or
    c. Is the work of a designer whose individual work has significantly influenced the development of the City; or
    d. Contains elements of design, detail, materials, or craftsmanship which represent a significant innovation.
3. Special geographic interest or importance:
    a. by being part of or related to a square, park or other distinctive area, which should be developed or preserved according to a plan based on a historic, cultural or architectural motif, or
    b. owing to its unique location or singular physical characteristic, represents an established and familiar visual feature of the neighborhood, community, or City.

The application was prepared by Scott McMillian, member of the church and retired professor of historic preservation and building trades at CSU Ft. Collins.

1A Have Direct Association with the historical development of the city, state, or nation.

The application states that the 1884 church is one of the oldest churches still in use in South Pueblo and Mesa Junction and an important part of the urban development of this area. The church contains a significant addition from 1927 when numbers grew at the church and in the neighborhood, and the Mesa Junction neighborhood began to fill out with homes and businesses. The Pueblo Divine Science still maintains the original use and serves parishioners from Pueblo and surrounding communities.

Staff finds that the site does have direct association with significant development of the city due to its early construction and continued use and expansion that mirrored larger citywide demographic trends.

2A Embody distinguishing characteristics of an architectural style or type

The church represents a good example of the architectural style Gothic Revival. The 1884 original church is one of the earliest still extant examples of Gothic revival on a church building characterized by the large lancet windows, steep rooflines with parapeted gables. The lancet windows and steep roofs are character defining features. Gothic revival building could be made from wood, brick, or stone, but were in decline by the 1880s and many early buildings have since be destroyed or heavily modified.

Staff finds the site eligible under 2A as it exemplifies the Gothic Revival architectural style.

2C. Is the work of a designer whose individual work has significantly influenced the development of the City.

The original building was built by a "Mr. Coy" and the architect is unknown. The 1927 addition was designed by Walter DeMordaunt, (1894-1962), a Pueblo architect. DeMordaunt was one of Pueblo's most significant architects and his career ranged from the 1920s to the 1960s. He served under William Stickney, designer of Pueblo City Hall for a short time before starting his own firm. DeMordaunt designed all types of structure including homes, as well as many governmental buildings across southern Colorado from Salida to Alamosa. DeMordaunt designed the Star Journal Model home and the Pueblo YWCA building, both listed on the National Register of historic places. Other projects were the Mineral Palace Band Shell, The Keating School, Bessemer and Carlisle Schools, numerous buildings at the Colorado State Hospital, and most of the early Safeway grocery stores in Pueblo. DeMordaunt also specialized in alterations to existing historic buildings including churches and schools. City Staff has a complete project list from 1926 to 1963 for Walter DeMordaunt that was sent from his former employee in 1983 who states DeMordaunt was less concerned with style than structure in the letter.

Staff finds that the church's association with Walter DeMordaunt, one of Pueblo's most prolific architects, qualifies it for criteria 2C.

Integrity

All properties and districts shall be evaluated for their physical integrity using the following criteria, as defined by the National Park Service in the current version of the publication "How to Apply the National Register Criteria for Evaluation:"

(1) Location – The place where the historic property was constructed or the place where the historic event occurred.
(2) Design – the combination of elements that create the form, plan, space, structure and style of a property.
(3) Setting – the physical environment of a historic property.
(4) Materials – the physical elements that were combined or deposited during a particular period and in a particular pattern or configuration to form a historic property.
(5) Workmanship – the physical evidence of the crafts of a particular culture or people during any given period in history or prehistory.
(6) Feeling – a property's expression of the aesthetic or historic sense of a particular period of time.
(7) Association – the direct link between an important historic event or person and a historic property.

The church exhibits a high degree of integrity. Few modifications have been made to the structure itself since 1952. The 1884 primary building is still easily visible as is the 1927 addition. Furthermore, the setting and feeling have been changed slightly by an adjacent four-story building, but the church sits in its original location and the neighborhood is still predominately mixed use. Materials and workmanship that are still clearly visible and represent a character defining feature of the church, first the heavy stone construction representing Gothic Revival style and then the 1927 brick addition representing a generic English abbey. The interior of the sanctuary is stucco with exposed wooden beams and cross members as well as a pipe organ that was installed in 1927. Most all original details and architectural elements are intact and visible.

Changes to the Building and Property

The 1927 addition changed the original building significantly, including the main entryway, but this nomination and period of significance is for 1952, when all the recent modifications had been completed. The previous congregation removed the stained-glass windows in 1946 and replaced them with amber fiberglass. The pilasters on the 1884 building were replaced with concreate buttresses to help stabilize the building before 1952.

Zoning District

The site and immediate surrounding area are zoned R-5, and the surrounding neighborhood is largely zoned R-5 with a mix of small businesses, apartments, and single-family homes. The Pueblo Community Health Center is located adjacent to the property and is zoned S-1; parking for this use takes up most of the adjacent lots to the north, south, and west.

City's Comprehensive Plan Compliance

The Holy Trinity Church is located in the Urban Neighborhoods future land use area according to the Pueblo Regional Comprehensive Plan adopted in July of 2022. Urban Neighborhoods are characterized by single family detached and attached homes, duplexes and townhomes with supporting land uses such as accessory dwelling units; small scale commercial; retail and services; parks; schools; libraries; community gardens; and other complimentary uses. According to the Comprehensive Plan, Urban Neighborhoods are generally built before 1950 and are centrally located neighborhoods. The church has no plans for expansion but wishes to restore their existing historic building which will not conflict with the comprehensive plan.

The Regional Goals and Policies section of the Comprehensive Plan addresses historic preservation efforts in the City. *Policy 4.1.3 Inventory of Cultural Resources* encourages the expansion the Pueblo Inventory of Cultural Resources and the measurer of success on page 54 encourages an increasing trend in local landmarks. Landmarking Holy Trinity Church directly addresses this policy in the Pueblo Regional Comprehensive Plan with respect to planning and historic preservation by landmarking buildings and assisting citizens to gain access to state preservation funding.

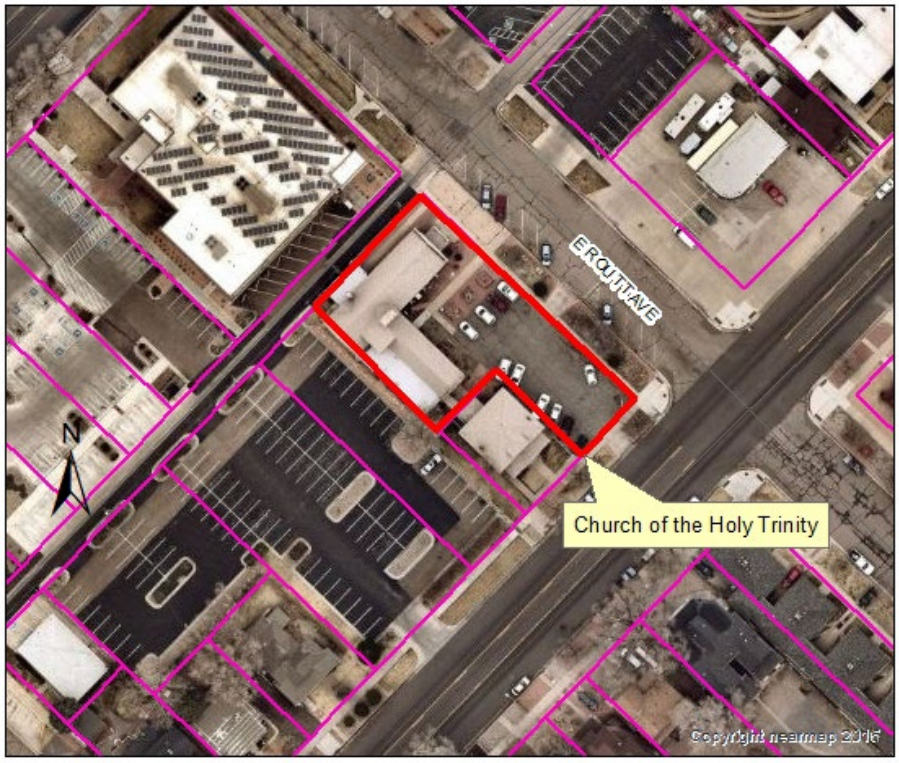
Recommended Action:

If the Historic Preservation Commission finds the property meets the eligibility criteria, they may forward a recommendation of approval to the Planning and Zoning Commission to designate The Holy Trinity Church as a local Pueblo landmark as staff finds that it meets criterion 4-14-8, (a)(1) and 4-14-8 (a)(2b).

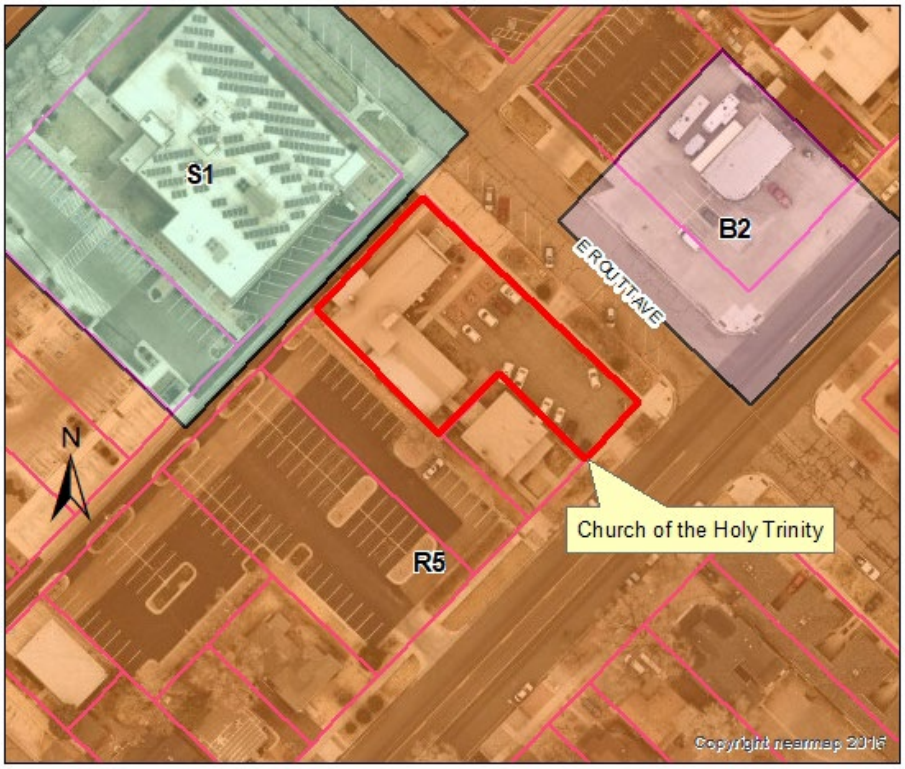
Exhibits

A. Maps
B. Photographs
C. Application signature sheet and OpenGov document, full nomination is attached via PDF.

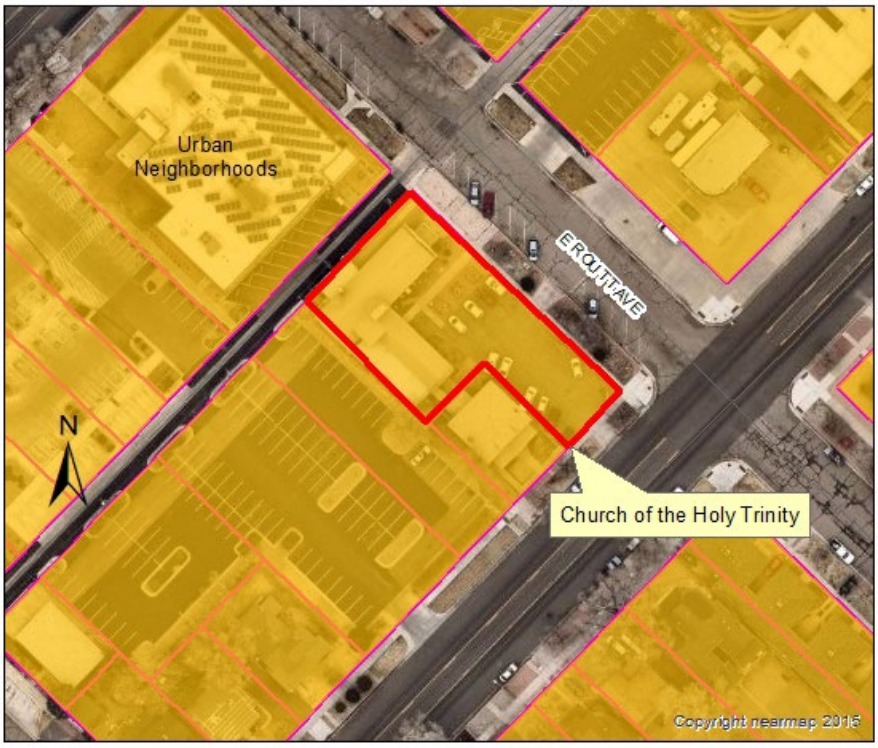
EXHIBIT A. MAPS



A1. Aerial image of the property



A2. Zoning map of the property



A3. Comprehensive Plan Map

EXHIBIT B. SITE PHOTOGRAPHS



Proof of posting



Overview from front façade showing parapeted





Overview of the small chapel.



View of the chapel and rear corner

EXHIBIT C. APPLICATIONS AND ATTACHEMNTS

City of Pueblo PLACE

5/15/2024

24-99
Historic Preservation Commission
Status: Active
Submitted On: 5/15/2024

Primary Location
115 E ROUTT AVE
PUEBLO, CO 81004

Owner
PUEBLO DIVINE SCIENCE CHURCH
115 E ROUTT AVE PUEBLO , CO 81004-2116

Applicant
Scott McMillan
719-371-7123
scottmcmillin@hotmail.com
115 E. Routt
Pueblo, CO 81004

Internal

Case Number
1

Planner Assigned
–

Continuances
–

Number of Posters
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Public Notice Costs must be paid by:
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HPC Hearing Information

HPC Hearing Date
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HPC Hearing Results
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Check box if hearing is a Special Requested Hearing

☐

Planning & Zoning Commission Information

P&Z Hearing Date

06/18/2024

P&Z Hearing Results

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Check box if hearing is a Special Requested Hearing

☐

City Council Information

Council First Reading

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Council Final Reading

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Council Hearing Results

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Effective Date

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Ordinance Number

Recording Number

Application Information

Application Type*

Historic Nomination

Residential or Non-Residential?*

Non-Residential

Certificate of Compliance is for properties not located in HB zone district and are not contributing to National Historic District Register.

Nomination for Local Historic Designation

Name of Property and/or Historic Name*

Church of the Holy Trinity

Present Use*

Church

Historic Use*

Church

Site Number (issued by State of Colorado)

Are you designating a historic district?*

Yes

Describe the approximate boundaries of the district*

Lot NWLY 113 Feet of 29 to 31 & SELY 23 Feet of 31 plus all of 32 Blk 124 South Pueblo

What is the Applicant's Affiliation/Interest in Property*

Member

Owner Consent to Designation

Property Owner Signature*

Scott McMillan
May 15, 2024

24-99

city of PUEBLO colorado
Historic Preservation Commission

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Nomination Application for Local Historic Designation

Name of Property and/or Historic Name: Church of the Holy Trinity
Name of Property Owner: Pueblo DivineScience Church
Address of Property: 115 E. Routt, Pueblo, CO 81004
Legal Description: Lot NWLY 113Ft of 29 to 31 + SELY 23Ft of 31 + All of 3
Zoning: R5 BLK 124 South Pueblo
Present Use: Church
Historic Use: Church
Site Number (issued by State of Colorado): _____

Owner Consent to Designation

I (we), the undersigned, acting as owner(s) of, the property described in this application for landmark designation do, hereby, give my (our) consent to the designation of this structure as a Structure for Preservation.

Printed name (s): Richard Pryor-Pres., Ken Lewis-VPres, Cat Connor-Sec
Dorothy Maher-Member, Scott McMillin-Member
Address: 305 Broadway Ave. Pueblo, CO 81004
Telephone Number: 719-543-0812
Email Address: www.PuebloDivineScience.org
Signature(s): Catherine Connor
Scott McMillin, Kenneth Lewis, Richard Pryor, Dorothy Maher
Date: _____
Applicant Name (if not the Property Owner): Scott McMillin
Affiliation/Interest in Property: Church Board Member
Address: _____
Telephone Number: 719-371-7123 **Email Address:** scottmcmillin@hotmail.com
Signature(s): Scott McMillin
Signature(s): _____
Date: _____

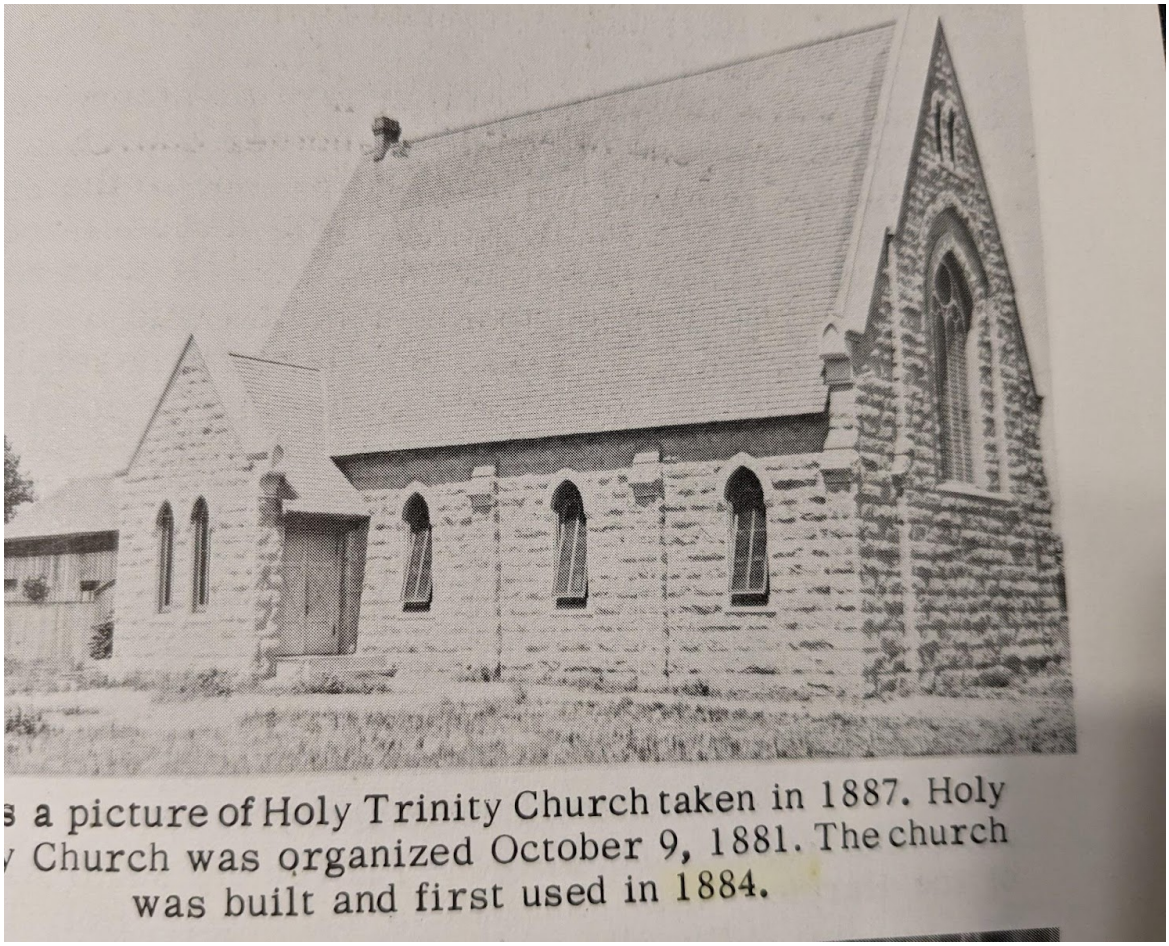
For designating a historic district, please see Appendix E.

Office Use Only
Application received by: _____ Date: _____

Checked for completeness by: _____ Date: _____

□ Accepted □ Accepted with conditions □ Rejected

5/2020



Building History of the Church at 115 East Routt, Pueblo Colorado

The church which is known today as Pueblo Divine Science Church turned 150 years old in 2023. From its beginning in 1883 until 1946 it was known as Holy Trinity Church. Since 1952 it has been called the Pueblo Divine Science Church. The history of the church goes back to the beginning of the city of Pueblo, Colorado.

The city of Pueblo boomed with the coming of the railroad to the region. Before that it was a cowtown and a frontier trading post. The area where the church is located is South Pueblo where the streets are aligned with the railroad.

> The town of South Pueblo was founded as a result of the coming of the Denver and Rio Grande Railroad. The Central Improvement Company, an adjunct of the Rio Grande Railroad Company, purchased the great Nolan Grant, made by the Mexican Government in 1843, which originally contained four hundred thousand acres. In July 1870, The title of this grant was confirmed by Congress to Nolan's heirs who sold forty-eight thousand acres to Charles Goodnight and others, who intern sold it to the Rio Grande. In October of 1872, work began on the first buildings in South Pueblo. Now two incorporated town(s) existed, divided by the Arkansas River, and rivalry and division began and grew, the impact of which was felt for many years. Later, even more division was to be evidenced, for the incorporated town of Central Pueblo was organized in 1882; and, still another, Bessemer, the child of Colorado Fuel and Iron Company (first known as the Colorado Coal and Iron Company,) emerging to life in 1880. In 1886, the three Pueblo town(s) combined, and in 1896, Bessemer was annexed to the City of Pueblo under an act of the General Assembly of the State of Colorado.
> (Daney 23)

The site for the church was purchased by Col. Strait and Mr. J. B. Orman for $400 from Colorado Coal and Iron Company. The same lots 29-32 at the corner of Routt and Broadway consist of the church property today. Another building formerly known as the Pueblo Conservatory of Music also sits on lots 29&30 and is a separate property from the church property. The Conservatory of Music faces Broadway while the church faces Routt.

A construction contract was let to a Mr. Coy in 1882 for a sum of $2,480 with the work to be completed only as far as the money on hand would go. The cornerstone of the church is dated May 10, 1883.

> Palm Sunday of 1884 was a triumphal one for on this day the first service was held in the newly constructed church. The building was not complete, but it was roofed and floored and could be used even if the rough stone walls were unfinished within. In 1884, the church stood aloof and alone on the untilled prairie, there being but three housed in the block at this time. The windows, with the exception of the stained glass memorial window, were clear glass. The seats were painted kitchen chairs, and lamps hung from the roof beams.
> (Daney 64)

In December of 1884 a contract was let to plaster the interior. Because the original construction agreement was to complete as much as the initial sum of money would cover.

In 1885 a vestry room was added to the church. The vestry room is seen in the early photograph of the church captured in 1887.

South Pueblo and Bessimer were separate towns from Pueblo until consolidated into Pueblo in 1886. Although these communities are all in the same city their unique character is very apparent to this day. Especially South Pueblo where the street grid is aligned with the railroad instead of the North-South alignment of the rest of the city. In the late 19th century Pueblo was growing rapidly due to railroads and the steel industry. The church known as Holy Trinity Episcopal church also grew and in 1897 doubled its size with the addition of Saint Andrews Hall. Also in 1897 Father Oliver, the first rector of Ascension Episcopal Church, was buried under the altar of Holy Trinity Church.

Keeping the stone building, with its soaring ceiling, warm in the winter was a problem at the turn of the century and it still is today. In 1901 the heating system was changed from steam to ducted hot air. Today the sanctuary has a steam heating plant that is idle due to leaking radiators and the cost of firing the boilers.

The 1905 Sanborn map shows the church with its additions and another building (Pueblo Conservatory of Music) on the same lots. The Conservatory of Music is a separate piece of property from the church.

In 1913 the church was partially closed for repairs and windows. It is possible that stained glass windows were installed then; although the reference book did not specify the type of windows. In the mid 20th century Holy Trinity and ascension churches merged and the old church on Routt was sold to the Divine Scientists. It is possible that the stained glass was removed then. Since 1952, and currently, the windows in the sanctuary are covered with amber fiberglass.

1927 brought another major change to the church. Under the direction of architect Walter DeMordant the church was redesigned to resemble an English Anglican chapel. To facilitate the change the sanctuary seating was reversed from facing north to face south. The construction cost was $30,000 funded in part by the sale of the mission church in Bessemer, Saint James. Also in that year a pipe organ was installed.

By 1948 it was discovered that the east wall was out of alignment and the roof had a sag. This was two years after Holy Trinity had merged with Ascension Episcopal church.

> Holy Trinity was sold to the Divine Scientists on June 30, 1952, for the sum of $35,000. The money went toward the cost of the new educational building next to Ascension Church. The new owners repaired the sagging walls with concrete flying buttresses. The interior of the building was remodeled in that sanctuary and chancel were replaced by a speaker’s podium. The altars, all Church ornaments, including the Andrea del Sarto reredos paints, and the stained glass memorial windows were removed and stored in the basement of ascension church until such time as other uses could be found for them in the new educational building’ in the chapel of

> Parkview Episcopal Hospital, and later in the new chapel Saint Peter the Apostle, which was to be established in the future.
>
> Father Oliver's body was removed from its burial place under the spot where the old altar had been before Holy Trinity had been remodeled back in 1927. The contractor was forced to drive a tunnel under a section of Holy Trinity. According to the *Pueblo Chiefton,* "after a week's work a rotted wooden casket with silver handles was found. Human bones and a silver cross were in the casket. The remains were moved to Roselawn Cemetery," This former rector of the Church of the Ascension who had died in 1897, had requested his body be interred in Holy Trinity. He believed at the time of his death that Holy Trinity would be permanent.
> (Daney 128)

The concrete buttresses on the walls of the old stone church were not flying as stated above but are certainly in harmony with the Gothic Revival style. Since 1952 little has changed in the appearance of the building.

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King, Mrs. Homer. "Our Pioneers; a loving Tribute to Mis Lillian Thatcher" Arkansas Valley Chapter DAR, Pueblo. March 1944. Rawlings Archives.

Staff. The Colorado Daily Chieftain. October 24, 1896. Rawlings Archives.

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Staff. The Colorado Daily Chieftain. July 20, 1897. Rawlings Archives.

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Staff. "Churches" Pueblo Chieftain. January 1, 1902. Rawlings Archives.

Staff. "Memorial Tribute to Life Service of Beloved Pueblo Pioneer Pastor" Pueblo Chieftain. March 22, 1926. Rawlings Archives.

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Staff. "Bishop Will Formally Dedicate New Holy Trinity Church Building Today" Pueblo Chieftain. October 23, 1927. Rawlings Archives.

Staff. 'Parishes of Episcopalian Churches Consolidated" Pueblo Chieftain. January 24, 1946. Rawlings Archives.

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Staff. “Dedication of Divine Science Church is set for December 28” Pueblo Star Journal. December 8, 1952.

Sanborn Map. 1905 v2, p128. Pueblo Historical Archives.

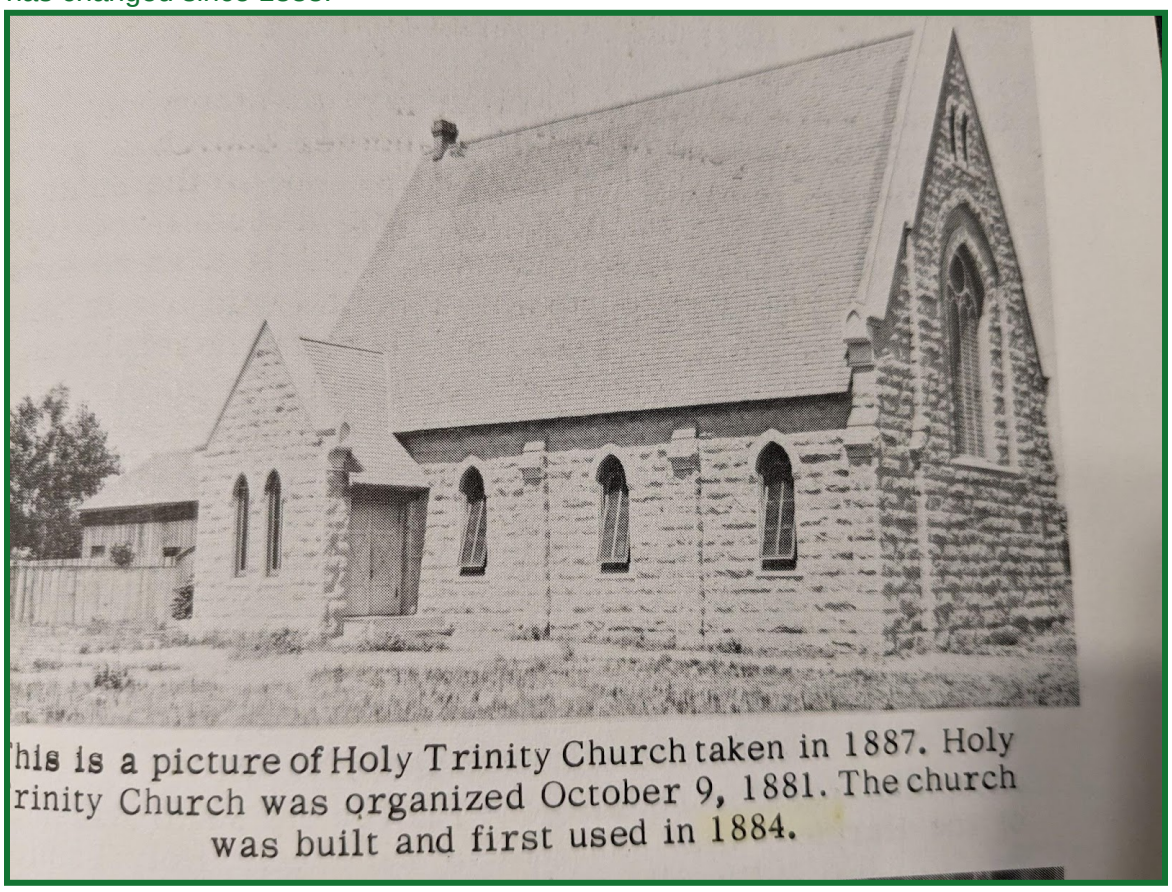
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Vest, Don. Churches Built Prior to 1900 (still in existence). Planning Department city of Pueblo, Colorado. April 1990.

Church at 115 W. Routt Architecture

The original church of 1883 was constructed entirely of native sandstone. The stone walls were reinforced with pilaster columns. The steep roof, lancet windows, and parapet gables are part of the Gothic Revival style popular in church architecture in the late 19th century. Much has changed since 1883.





The windows which originally were clear glass and tipped out from the bottom are now metal frames with amber fiberglass lights. The bottom of windows have hoppers that tip inward.

The pilasters are now concrete buttresses. This was necessary to reinforce the stone wall which was discovered to be out of alignment in 1946. Strengthening the walls was completed in 1952.

And the main entrance has moved to the north end of the sanctuary.



In 1927 the church was remodeled to resemble an English Anglican Abby by architect Walter DeMordant. The steeply gabled roof is repeated in the entry. Doors are deeply recessed with repeated lancet arches. The entry has handcrafted double doors resembling a 17th century building. Also the windows of the doors and high windows of the sanctuary are all clad in amber fiberglass. When the Episcipalians retired the building in 1946 the glass in the sanctuary was removed and replaced with amber fiberglass.

To the left in the photograph is the 1897 addition, originally called St. Andrews Hall, is the current fellowship hall. The windows of the fellowship hall are single hung leaded glass windows.



On the west end of the church is a small chapel. This is brick with a patina to harmonize with the stone of the church. Here the pilasters are capped with brick while the pilasters of the stone church had a molded concrete cap. The door to the chapel is also a massive handcrafted entry. Along the alley is a small opening for loading coal which originally fed the steam heating plant. Currently the steam heating plant is run on natural gas, although it is not used because a huge amount of thermal energy is required to heat the sanctuary for a few hours of use.



This is the east end of the fellowship hall. Here one sees the interesting pattern of brick work. Although bricks are in a level line they tip up and down to look antique. A few stones are in the brickwork to harmonize with the stone church. And also some patina of unwashed brick work.



On the back side of the fellowship hall is a fireplace. Here is a closer look of the unusual masonry.



Inside the fellowship hall the fireplace is the center of the church library.



Looking from the library to the right is a portion of the fellowship hall.



A large kitchen occupies the southeast corner of the fellowship hall.



In the notch between the sanctuary and fellowship hall is another set of double doors.



This room lies between the sanctuary and the fellowship hall.



Looking to the back of the sanctuary. There are four lancet windows on either side of the sanctuary. Notice the high open beam ceiling. Also the lights suspended from the rafters.



Looking from the back of the sanctuary to the front. The organ is on the right and the organ pipes are on the left.



The pipe organ was installed in the 1927 remodel.



This is a view inside the chapel on the west end of the church.



One of the sanctuary windows. The metal frames once had stained glass windows and are currently glazed with amber fiberglass. The angular bar is to open or lock the hopper at the bottom of the window.

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Nelson, Lee. Preservation Briefs: The Architectural Character Checklist/Questionnaire. National Park Service.

Stoehr, C. Eric. Bonanza Victorian Architecture and Society in Colorado Mining Towns. Albuquerque: University of New Mexico Press, 1975.

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HISTORIC PRESERVATION COMMISSION
CITY OF PUEBLO

NOTICE OF PUBLIC HEARING

Take notice that at a regular meeting to be held at 1:30 P.M., on the 21st day of August 2024, at **1 City Hall Place, Pueblo, Colorado**, the Historic Preservation Commission will hear the following application(s):

HPC 24-05
115 E. Routt Ave./ Pueblo Divine Science Church
For Designation of a Landmark as provided in the Historic Preservation Ordinance (Title IV, Chapter 14, of the Code of Ordinances, City of Pueblo) as the same affects the property situated in the City of Pueblo, County of Pueblo and State of Colorado, legally described as Lot NWLY 113 ft of 29 to 31 and SELY 23 ft of 31 plus all of lot 32, Block 123, South Pueblo and known as **115 E. Routt Ave.**

A **Nomination for Designation of a Landmark** if it qualifies for significance in criteria of history (criterion 1A), architecture (criterion 2A)

A draft of the nomination will be on file in the Department of Planning and Community Development and will be available for viewing and printing, typically the Friday prior to the meeting.

Any person may appear before the Historic Preservation Commission at the time and place stated above to be heard on the proposed nomination for designation of a landmark. Individuals who require special arrangements to participate are encouraged to contact the Department of Planning & Community Development at least 72 hours in advance.

Questions may be directed to the attention of Wade Broadhead, Sr. Planner, 719-553-2280.

Scott Hobson

Scott Hobson
Land Use Administrative Official
719-553-2259

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: October 15, 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 AMENDING ZONING RESTRICTIONS TO REZONE 634 GOODNIGHT AVENUE FROM R-2, SINGLE-FAMILY RESIDENTIAL ZONE DISTRICT TO CCN, COMMERCIAL CHARTER NEIGHBORHOOD ZONE DISTRICT

SUMMARY:

The applicant is requesting to rezone a 16,500 square foot parcel, located at 634 Goodnight Avenue from R-2, Single-Family Residential Zone District to CCN, Commercial Charter Neighborhood Zone District to facilitate a banquet hall.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

634 Goodnight Avenue is a 4,968-square foot former Mennonite Church on a 16,500-square foot lot, east of City Park, in the Aberdeen Neighborhood. The church remained in operation until 2023 when the property was purchased by 1Legacy Investments. The new owner would like to repurpose the building and its uses as a neighborhood-serving multipurpose center and banquet hall. A banquet hall is not an allowed use within an R-2 Single-Family Residential zone district and is defined by the municipal code as an establishment, which is rented by individuals or groups to accommodate private functions including, but not limited to, banquets, weddings, anniversaries, and other similar celebrations. Such use may or may not include: 1) kitchen facilities for the preparation or catering of food; 2) the sale of alcoholic beverages for on-premises consumption, only during scheduled events and not open to the general public; and 3) outdoor gardens or reception facilities. The applicant is requesting to rezone the property into a CCN, Commercial Charter Neighborhood zone district. A Banquet Hall is a ”Use by Review” in the CCN district. The applicant received approval of a special use permit from the Zoning Board of Appeals on March 26, 2024 (ZBA-24-02) for a banquet hall with the condition that a business license for a banquet shall not be

approved until the property was rezoned into a CCN district and a parking study completed addressing any parking deficiencies identified by the study. In April 2024, the applicant submitted a parking study completed by Gagliano Engineering, Inc. (Exhibit H in the Planning & Zoning Commission staff report) which identified 11 off-street and 10 on-street parking spaces. Due to the size of the assembly area and its maximum occupancy of 228 individuals, at a rate of 1 parking space per every 4 occupants, this site requires 57 Parking spaces to comply with the code. On July 23, 2024, the Zoning Board of Appeals approved a variance (ZBA-24-44) to reduce the off-street parking requirements on the condition that the rezoning of the property from R-2 to CCN is approved by City Council. Should City Council approve the rezoning of the property, the applicant with be able to legally obtain a business license and operate as a banquet hall at this location.

FINANCIAL IMPLICATIONS:

There are no financial implications for the City.

BOARD/COMMISSION RECOMMENDATION:

The Planning and Zoning Commission, at their September 25, 2024 Regular Meeting, voted 3-2 to recommend approval, Commissioners Baily and Pasternak dissenting. Commissioners Aznar and Maestri absent.

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 property will not be zoned in accordance with the Pueblo Municipal Code.

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. Z-24-04 Combined Attachments

ORDINANCE NO.

AN ORDINANCE AMENDING ZONING RESTRICTIONS TO REZONE 634 GOODNIGHT AVENUE FROM R-2, SINGLE-FAMILY RESIDENTIAL ZONE DISTRICT TO CCN, COMMERCIAL CHARTER NEIGHBORHOOD ZONE DISTRICT

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

SECTION 1.

The zoning restrictions covering the following described property, and in addition half of all adjacent dedicated roadway and alley rights-of-way, together generally identified in the attached Rezone Exhibit, is hereby changed from R-2, Single-Family Residential Zone District to CCN, Commercial Charter Neighborhood Zone District:

LOTS 1 TO 5 BLK 1 ADAMS SUB

SECTION 2.

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 3.

This Ordinance shall become effective immediately upon 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 _____

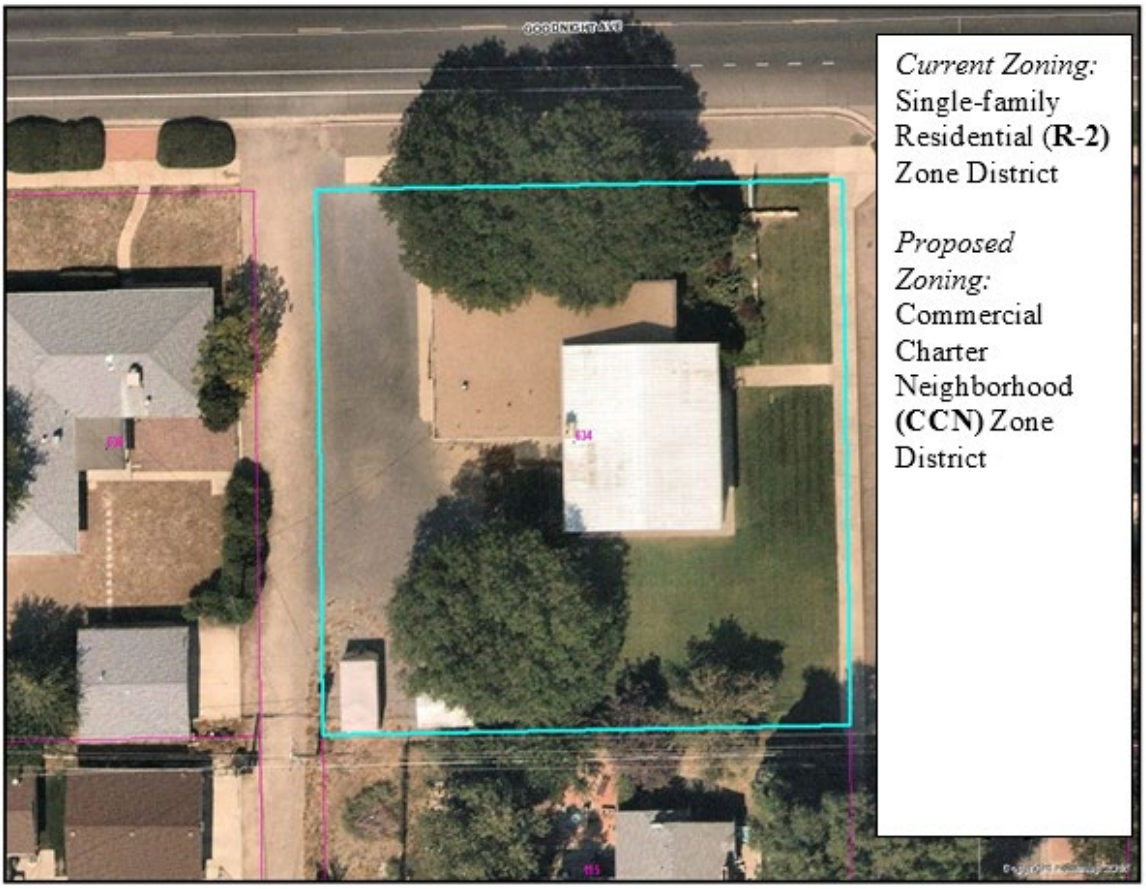
☐ Council action on _____ failed to override the Mayor’s veto.

_____
President of City Council

ATTEST

_____
City Clerk

E. Rezoning Exhibit



Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Regina Maestri
City Council Representative

city of PUEBLO colorado
Planning & Zoning Commission

Christopher Pasternak
Alexandra Aznar
Elizabeth Bailey
Cheryl Spinuzzi

MINUTES OF REGULAR MEETING

City of Pueblo, Colorado
Wednesday September 25, 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, Lisa Bailey, Chris Pasternak, Cheryl Spinuzzi.

Commissioners Absent: Alexandra Aznar, Regina Maestri

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, Bart Mikitowicz, Senior Planner, Cindy Capritta, Land Use Tech.

Staff Members Absent:

Approval of the Agenda: Bailey motioned to approve the agenda, seconded by Spinuzzi.

Motion Passed: 5-0

2. Z-24-04 Rezone: 634 Goodnight Ave, parcel #53441001, approximately .76 acres generally located south of Goodnight Ave and west of Dotson Ave. Rezone from Single-family Residental (R-2) Zone District to Commerical Charter Neighborhood (CCN) Zone District. Staff Report by Bart Mikitowicz, Senior Planner.

Hearing: Applicant Casey Prutch was sworn in and spoke in support of the application. Michael Kelly and Dave McKenzie were sworn in and spoke in and spoke in opposition.

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

Motion Passed: 3-2 (Bailey, Pasternak)

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Regina Maestri
City Council Representative

city of PUEBLO colorado
Planning & Zoning Commission

Christopher Pasternak

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

Z-24-04

TO:	City of Pueblo, Planning and Zoning Commission
FROM:	Bart Mikitowicz, Sr. Planner
THROUGH:	Scott Hobson, Acting Director of Planning and Community Development
DATE:	September 11, 2024
SUBJECT:	**Rezone from Single-family Residential (R-2) Zone District to Commerical Charter Neighborhood (CCN) Zone District.**
APPLICANT:	**Casey Prutch, Goodnight Event Center, LLC**
PROPERTY OWNER:	Welsey Lavong, 1Legacy Investments
LOCATION:	634 E. Goodnight Ave.
EXISTING ZONE:	R-2, Single-family Residential Zone District
PROPOSED ZONE:	CCN, Commercial Charter Neighborhood Zone District
PREVIOUS BOARD ACTIONS:	ZBA-24-02: Special Use Permit to allow for a Banquet Hall in a Commercial Charter Neighborhood (CCN) Zone District (Approved, Contingent upon Rezone) ZBA-24-44: Variance to reduce the off-street parking requirement in a Commercial Charter Neighborhood (CCN) Zone District (Approved, Contingent upon Rezone)

REQUEST:
Applicant is requesting to rezone the subject property from R-2 to CCN, Commercial Charter Neighborhood District.

BACKGROUND AND ANALYSIS:

634 Goodnight Ave. is a 4,968 sq ft former Mennonite Church on a 16,500 sq ft lot, east of City Park, in the Aberdeen Neighborhood. The church was built and operated as such until 2023 when the property was purchased by 1Legacy Investments. The new owner would like to repurpose the building and its uses as a neighborhood-serving multipurpose center or banquet hall.

A banquet hall is defined by the municipal code as an establishment, which is rented by individuals or groups to accommodate private functions including, but not limited to, banquets, weddings, anniversaries, and other similar celebrations. Such use may or may not include: 1) kitchen facilities for the preparation or catering of food; 2) the sale of alcoholic beverages for on-premises consumption, only during scheduled events and not open to the general public; and 3) outdoor gardens or reception facilities.

However, under the current code, repurposing the church into a banquet hall has presented challenges. First, a Banquet Hall is not permitted use for this parcel since the property is currently zoned Single Family Residential (R-1). The Applicant then submitted an application for rezoning from R-2 to Commercial Charter Neighborhood (CCN). This was put on hold because even with the successful rezoning, the banquet hall use is still a Use-by-review in a CCN Zone District.

In March 2024, A Special Use Permit (ZBA-24-02) for a banquet hall was approved with conditions. Among these conditions was that “Prior to approval of a zone change to CCN, the applicant must provide a parking study and address any parking deficiencies if such deficiencies are identified by the study.”

In April 2024, the applicant submitted a study completed by Gagliano Engineering, Inc. (Exhibit H) which identified 11 off-street and 10 on-street parking spaces. Due to the size of the assembly area and its maximum occupancy of 228 individuals, at a rate of 1 parking space per every 4 occupants, this site requires 57 Parking spaces to comply with the code.

In June 2024, A Variance was approved (ZBA-24-44) to reduce the off-street parking requirement in a proposed CCN Commercial Charter Neighborhood Zone District for this property. Clearing the way for them to legally operate as a banquet hall at this location and to obtain a business license upon the approval to rezone the property from R-2 to CCN.

STAFF REVIEW AND FINDINGS:

The purpose of the CCN Zone District is to retain and conserve suitable areas for commercial, office, and mixed-use development that primarily serve the residents of the surrounding charter neighborhood. The proposed banquet hall meets the intent of the CCN by providing a neighborhood serving use. While the immediately adjacent properties are all residential, Goodnight Ave. is a collector roadway, which accommodates a higher traffic volume than comparable residential streets. There is also a mixture of zone districts located within 200-feet of the rezoning site, B-2, O-1, and S-1 Zone Districts. Uses within these zone districts include a restaurant, medical office building, and City Park, which are similar in nature to a Banquet Hall that will provide a private place of assembly for social functions. Because the site is currently developed with a commercial structure, the existing R-2 zoning appears to be determinantal to future redevelopment of the site. Should the site be rezoned, all redevelopment efforts must conform with the CCN Performance Standards in an effort to mitigate any externalities.

PLANNING AND COMMUNITY DEVELOPMENT COMMENTS

CHARACTER AND COMPATIBILITY:

- **Site Character:**
  The site is developed with one commercial structure, the former church, which sits centered on the lot. The two lot frontages have mature landscaping and green space; the area adjacent to the alley reserved for parking and storage.

- **Neighborhood Compatibility:**

Zone:	Developed with:	
North	Single-family Residential (R-1) Zone District	Single-family Homes
East	Single-family Residential (R-2) Zone District	Single-family Homes
South	Single-family Residential (R-2) Zone District	Single-family Homes
West	Single-family Residential (R-2) Zone District	Single-family Homes

- **Comprehensive Plan Compliance:**
  The proposed rezoning request conforms with the Pueblo Comprehensive Plan designation of Urban Neighborhood. Urban Neighborhoods are characterized by neighborhoods generally built before 1950 and are commonly located within the central portion of the city. Urban Neighborhoods are intended to provide a variety of services and amenities within the neighborhood or easily accessible nearby. The applicants plan to redevelop the property with a banquet hall which fits into the idea of neighborhood-scale commercial, and staff has determined that the proposed rezoning is generally consistent with the comprehensive plan designation.

ABILITY TO COMPLY WITH THE PROPOSED ZONE DISTRICT:

- **Minimum lot size and area:**

- The CCN Zone District requires a minimum of 2,500 square foot of lot area, with a minimum of 25 foot wide street frontage.
- **634 Goodnight Ave is a 16,500 square foot lot with a width if 125-feet along Goodnight Ave and 130-feet along Dotson Ave. The site exceeds the minimum requirements for the CCN zone district.**

- **Lot coverage:**
  - The CCN Zone District allows a maximum lot coverage of 100% and a floor area ratio of 2.0.
  - The current structure on the property meets with maximum lot coverage and floor area ratio.

- **Zone District performance standards:**

  The CCN Performance Standards in an effort to minimize development impacts on the surrounding neighborhood and are described in detail below:

  1. **Parking Standards.**
     - The CCN Zone District promotes flexibility in design, preservation of existing commercial areas and pedestrian scale amenities. The off-street parking requirements set forth in the Zoning Code have been reduced with the approval of ZBA-24-44
  2. **Landscape Standards.**
     - The CCN Zone District requires compliance with the landscaping code.
     - The current property is fully landscaped and in compliance with the code.
  3. **Outdoor Storage.**
     - Section 17-4-5(1) g.1. of the Pueblo Municipal Code (PMC) provides the requirements for outdoor storage.
     - Outdoor storage in maintained and in compliance with the code.
  4. **Additional Performance Standards.**
     - Sections 17-4-5(1) g.5 and 6. of the Pueblo Municipal Code (PMC) provide additional requirements for properties zoned CCN, which are adjacent to minor arterials, collectors and local streets.
     - Additional performance standards will be reviewed at the time of any building permit request.

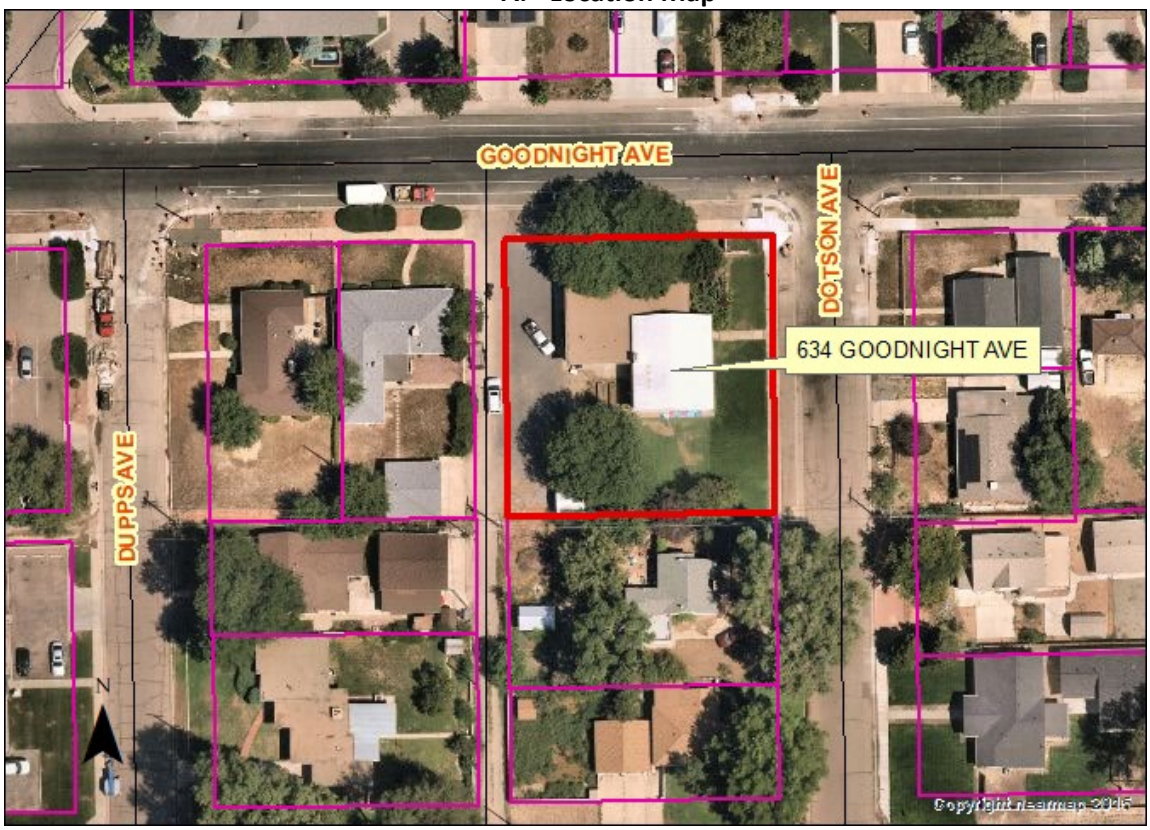
RECOMMENDED ACTION:

Should the Planning and Zoning Commission make the necessary findings, a recommendation to City Council for approval of the rezone request is appropriate.

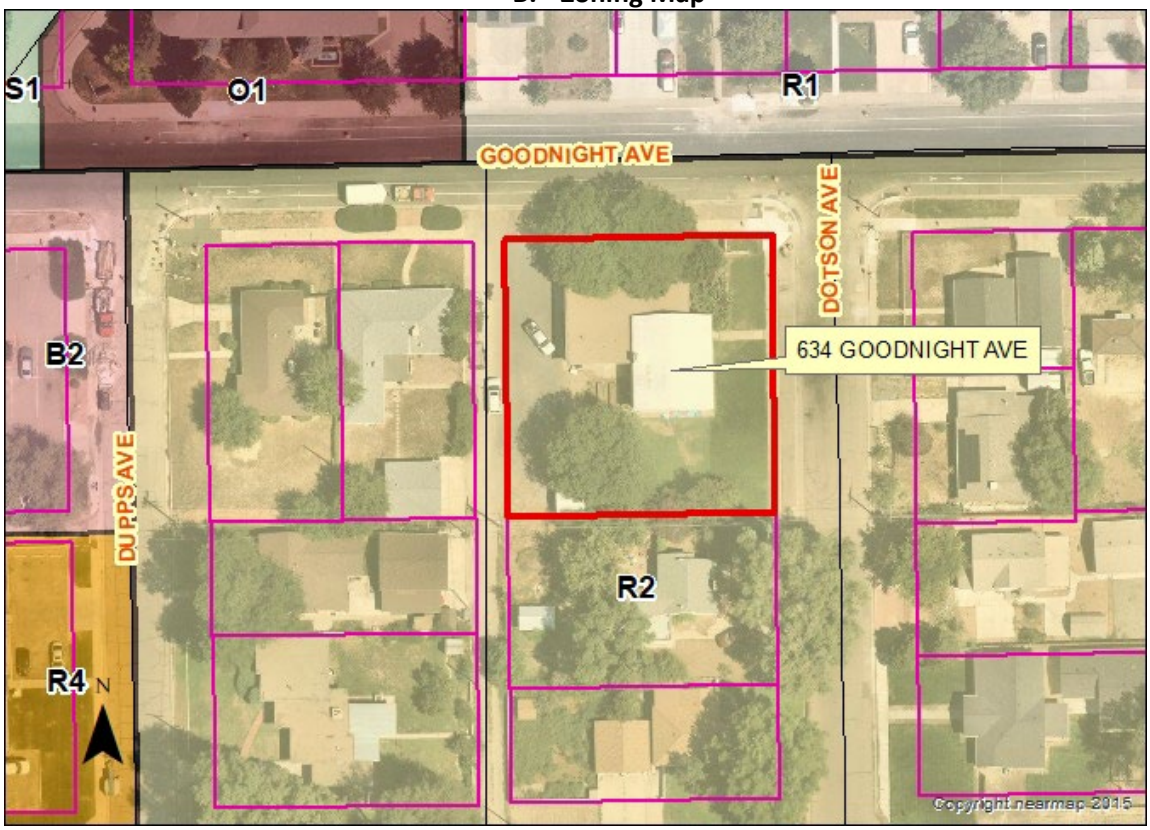
ATTACHMENTS:

A. Location Map
B. Zoning Map
C. Comprehensive Plan Map
D. Site Photographs
E. Rezoning Exhibit
F. Application
G. Supporting Documents

A. Location Map



B. Zoning Map



C. Comprehensive Plan Map



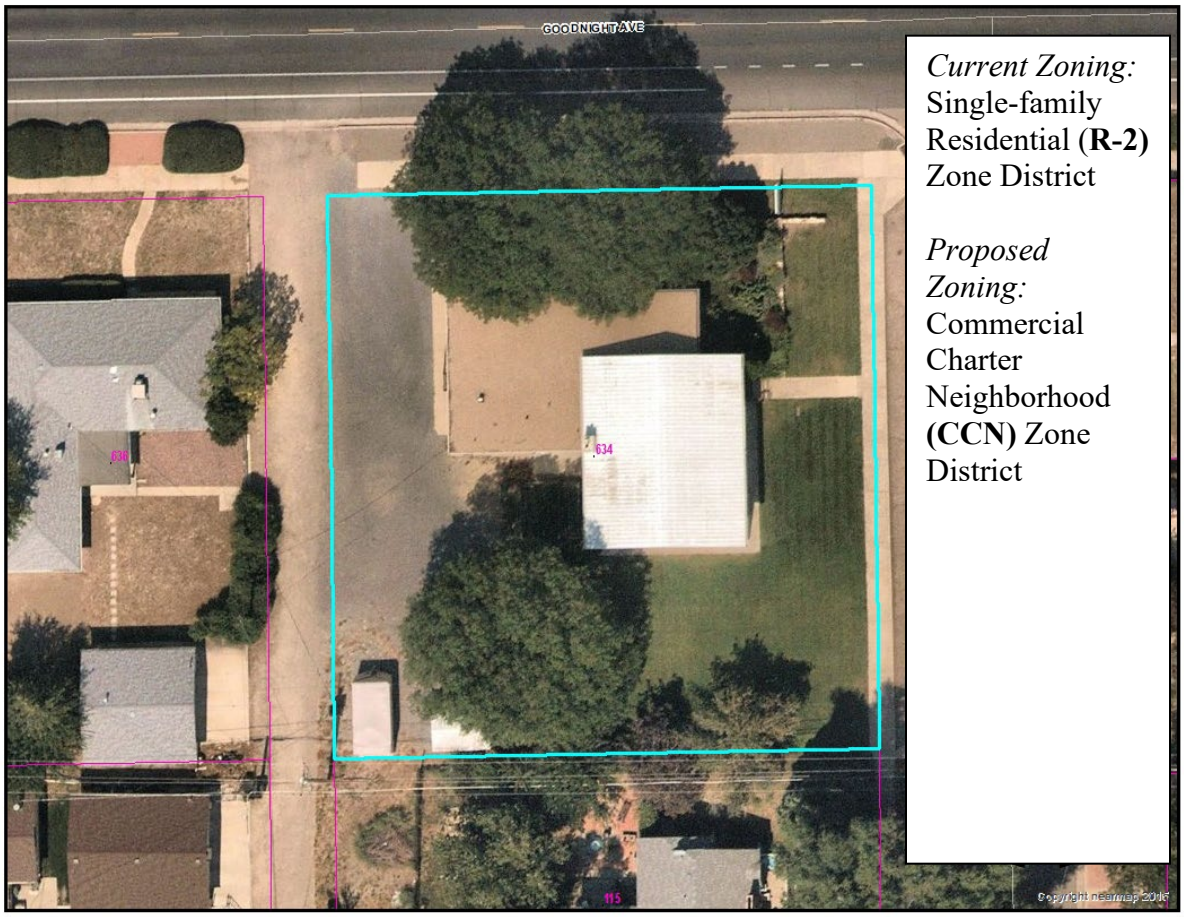
D. Site Photographs






634

E. Rezoning Exhibit



Current Zoning: Single-family Residential (**R-2)** Zone District

Proposed Zoning: Commercial Charter Neighborhood **(CCN)** Zone District

F. Application

City of Pueblo PLACE

3/7/2024

PZ-24-12
Planning & Zoning Commission Applications
Status: Active
Submitted On: 3/7/2024

Primary Location
634 GOODNIGHT AVE
PUEBLO, CO 81005

Owner
1LEGACY INVESTMENTS LLC
E EVANS AVE 918 Pueblo, CO 81004

Applicant
Casey Prutch
720-427-8471
casey@cocannabisexchange.com
634 Goodnight Ave
Pueblo, CO 81005

Hearing Information (Office Use Only)

Number of cases
1

Address Validation by GIS?
☐

Planner Assigned
Planner 1

Case 1 - Number
Z-24-04

P&Z

P&Z Hearing Date
–

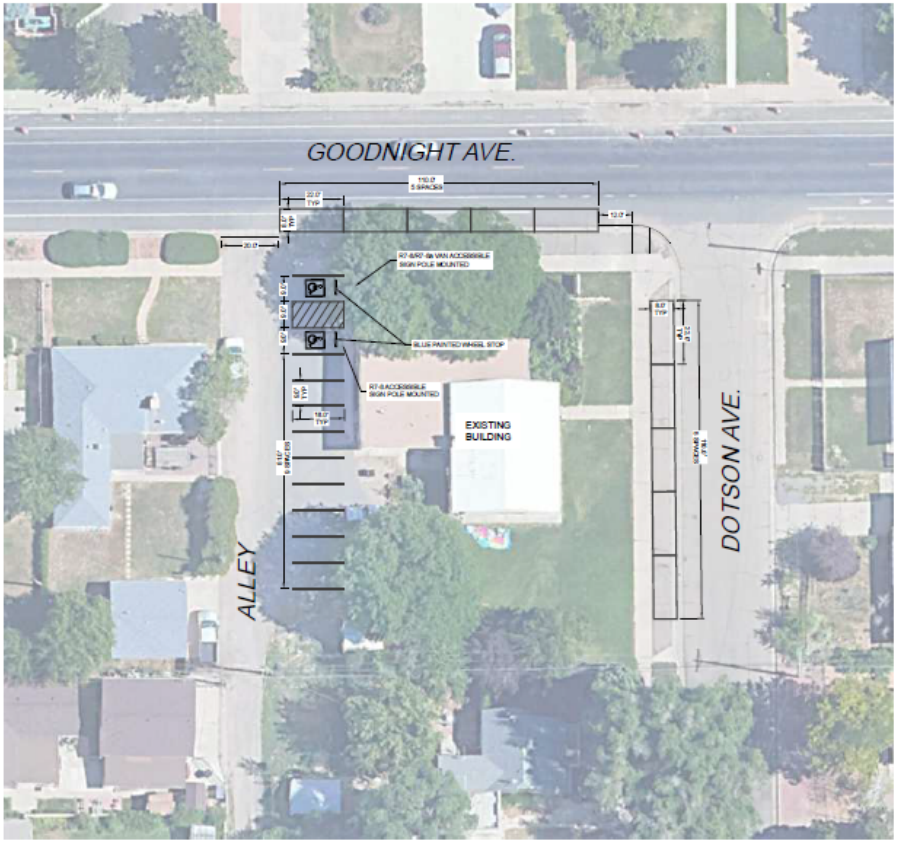
Case 1 - P&Z Hearing Results
–

City Council

City Council Hearing Date - First Reading
05/08/2024

City Council Hearing Date - Final Reading
–

Case 1



Know what's below. Call before you dig.

PARKING NOTES:

BUILDING AREA:
3,400 SF ASSEMBLY
+ 3,068 SF OFFICE/BASE/ETC

PARKING CALCULATIONS:

ASSEMBLY AREA @ 1 SPACE PER 4 OCCUPANTS
(1 OCCUPANT PER 15 SF PER IBC)
= 13,400/151 / 4 = 57 SPACES

OFFICE AREA @ 1 SPACE PER 250 SF
= 3,068 / 250 = 13 SPACES

THE ASSEMBLY AREAS WILL BE USED PRIMARILY AT NIGHT AND ON WEEKENDS.
THE OFFICE AREAS WILL BE USED WEEKDAYS WITH NORMAL BUSINESS HOURS

PARKING REQUIRED:
57 SPACES (USING ASSEMBLY AREA ONLY INCLUDING 2 ACCESSIBLE SPACES)

EXISTING ONSITE PARKING PROVIDED:
8 REGULAR
2 VAN ACCESSIBLE
11 TOTAL

EXISTING ON-STREET PARKING PROVIDED:
10 REGULAR (PARALLEL)

ADDRESS:
634 GOODNIGHT AVE.
PUEBLO, CO 81005

ZONING:
ZONE DISTRICT: SUP (ZBA-24-02)

LEGAL DESCRIPTION:
LOTS 1 TO 5 BLK 1 ADAMS SUB

TAX SCHEDULE:
PARCEL #534410001

LOT SIZE:
0.38 ± ACRES

R7-8 RESERVED PARKING

R7-8A VAN ACCESSIBLE

- IF SIGNS ARE POLE MOUNTED, BOTTOM OF SIGN TO BE 7.0' ABOVE FINISHED GRADE
- IF SIGNS ARE WALL MOUNTED, BOTTOM OF SIGN TO BE 5.0' ABOVE FINISHED GRADE

ACCESSIBLE ACCESS NOTES:

- 1V:48H MAX SLOPE IN ANY DIRECTION FOR ACCESSIBLE PARKING STALLS, AISLE WAYS, OR LANDINGS
- MAX SLOPE OF RAMPS SHALL BE 1V:12H FOR A MAXIMUM 30 INCH RISE. MAX CROSS SLOPE SHALL BE 1V:48H
- MINIMUM LANDING LENGTH SHALL BE 60 INCHES
- CURB STOPS TO BE INSTALLED AT ALL DESIGNATED REGULAR PARKING SPACES WITH THE VAN ACCESSIBLE SPACE AND ACCESS AISLE PAINTED BLUE
- EACH HANDICAP SPACE MUST HAVE EITHER R7-8 OR R7-8(a) SIGN.
- A DETECTABLE WARNING SURFACE TO BE INSTALLED CONSISTING OF RAISED TRUNCATED DOMES WITH A DIAMETER OF 9" (23 mm), A HEIGHT OF 2" (5 mm), AND A CENTER-TO-CENTER SPACING OF 2.35" (60 mm) AND SHALL CONTRAST VISUALLY WITH ADJOINING SURFACES (PER ADAAG).
- 4" WHITE PAVEMENT MARKINGS FOR PARKING STRIPES

PREPARED UNDER THE DIRECT SUPERVISION OF
JOSEPH V. GAGLIANO, PE
COLORADO REGISTRATION NO. 37210

ATTENTION!
REPRODUCTION OF THIS DRAWING MAY HAVE CAUSED DISTORTION

#	Date	Comment
1	---	---

Gagliano Engineering, Inc. - (719) 547-7073
P.O. Box 2520
Pueblo, CO 81004
1740 Eagleridge Blvd. Suite #150
Pueblo, CO 81008

PARKING PLAN
634 GOODNIGHT AVE
PUEBLO, CO 81005

PROJECT NO.: 2024-061
SCALE: as shown
DRAWN BY: JG
CHECKED BY: JG
DRAWING NO.: 2024-061Site.dwg
DATE: 04/17/24
SHEET NO.: PARKING

August 21, 2024

The City Planning and Zoning Commission will hold a public hearing on a request from **The City of Pueblo** for the approval of the following application:

Z-24-04: 634 Goodnight Ave, parcel #53441001, approximately .76 acres generally located south of Goodnight Ave and west of Dotson Ave. Rezone from Single-family Residential (R-2) Zone District to Commercial Charter Neighborhood (CCN) Zone District. Staff Report by Bart Mikitowicz, Senior Planner

.

The Planning and Zoning Commission meeting will be held on September 11, 2024, at 3:30 p.m., in City Council Chambers, 1 City Hall Place, Pueblo, CO. 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 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 **Bart Mikitowicz**, Sr. Planner
(719) 553-2259

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Scott Hobson, Acting Director
Planning & Community Development
By **Bart Mikitowicz**, Sr. Planner
(719) 553-2259

CASE NUMBER: Z-24-04

CERTIFICATION

I hereby certify that I did this day cause written notice of the public hearing on the proposed Zoning Map Amendment of the property located at 634 Goodnight Ave. to be sent to the attached list of owners of the real property lying within three hundred (300) feet of the said property on which the Zoning Map Amendment 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.

August 21, 2024
(Date)

PUEBLO PLANNING & ZONING COMMISSION

By: Cindy Capuchin

I hereby certify that I did this day verify and photograph the posted notice of the public hearing on the Zoning Map Amendment of the property located at 634 Goodnight Ave. upon which action is pending as set forth in the Code of Ordinances, Section 17-6-2.

August 21, 2024
(Date)

PUEBLO PLANNING & ZONING COMMISSION

By: Cindy Capuchin

Owner	OwnerStree	OwnerCity	Owr	OwnerZip
SANCHEZ MICHAEL A	100 DOTSON AVE	PUEBLO	CO	81005-1215
MYERS TRAVIS	106 DOTSON AVE	PUEBLO	CO	81005-1215
NEEDS SHAELY	111 NEWMAN AVE	PUEBLO	CO	81005-1322
SANTOS DAVID F	112 DUPPS AVE	PUEBLO	CO	81005-1219
KRAGE VICTORIA EILEEN	120 DOTSON AVE	PUEBLO	CO	81005-1215
GARLAND LANE PROPERTIES LLC	120 DOTSON AVE	PUEBLO	CO	81005-1215
BARNES CAROLYN E	200 DUPPS AVE	PUEBLO	CO	81005-1221
PECHEK MARGARET A/PECHEK THOMAS G	201 DOTSON AVE	PUEBLO	CO	81005-1216
MC GILL RICHARD ROY	203 DUPPS AVE	PUEBLO	CO	81005-1220
HUNDT THERESA A	207 E GALATEA DR	PUEBLO W	CO	81007-2709
CORZINE MEGAN L	210 DOTSON AVE	PUEBLO	CO	81005-1217
GONZALES LAFON	310 STARLITE DR	PUEBLO	CO	81005-2683
SMART IRA/SMART ILA + STONE RHONDA K ,	4282 COUNTY 4 NE	REMER	MN	56672-2403
AHLIN LLC	447 ARGYLE AVE	PUEBLO	CO	81004-1012
PEARSON PROPERTIES LLC	5900 W STATE HIGHWAY	PUEBLO	CO	81005-9702
MIKETA GARY A/MIKETA MONICA L	601 GOODNIGHT AVE	PUEBLO	CO	81005-1224
HALLETT TIMOTHY JAMES / HALLETT B	602 GOODNIGHT AVE	PUEBLO	CO	81005-1225
MARTIN CHARLES A/MARTIN BROOKE SU + LC	602 MCCLELLAND AVE	PUEBLO	CO	81005-1227
BOWEN ANGELA J	603 MCCLELLAND AVE	PUEBLO	CO	81005-1226
FLORES GERARD M + SERNA FLORES VIRGINIA	606 DITTMER AVE	PUEBLO	CO	81005-1212
720 GOODNIGHT LLC	606 W EVANS AVE	PUEBLO	CO	81004-1504
AUSTIN DARIN A/AUSTIN JACQUEINE J	607 GOODNIGHT AVE	PUEBLO	CO	81005-1224
TRUJILLO FAMILY TRUST	613 GOODNIGHT AVE	PUEBLO	CO	81005-1224
EVANS FRANCES S	616 DITTMER AVE	PUEBLO	CO	81005-1212
VILLEGAS JESUS V	617 GOODNIGHT AVE	PUEBLO	CO	81005-1224
GUERRERO RUSSELL I/GUERRERO SHAN	620 DITTMER AVE	PUEBLO	CO	81005-1212
DURAN EDWARD G/DURAN ROSE E	621 GOODNIGHT AVE	PUEBLO	CO	81005-1224
DILL DAVID L + RAWLINGS JANE L	624 DITTMER AVE	PUEBLO	CO	81005-1212
BAROS RAYMOND LOUIS + BAROS BARBARA J	627 GOODNIGHT AVE	PUEBLO	CO	81005-1224
KNEUPER JENNIFER M / KNEUPER CLET	630 DITTMER AVE	PUEBLO	CO	81005-1212
ROSS ADAM J	633 GOODNIGHT AVE	PUEBLO	CO	81005-1224
C K INVESTMENTS	650 DITTMER AVE	PUEBLO	CO	81005-1212
SAMUELS WILLIAM G/SAMUELS MARILYN	91 CORNELL CIR	PUEBLO	CO	81005-1645
1LEGACY INVESTMENTS LLC	918 E EVANS AVE	PUEBLO	CO	81004-2537
CESARIO RACHEL LOUISE	PO BOX 3782	PUEBLO	CO	81005-0872
RESIDENT	PO BOX 419	PUEBLO	CO	81002-0419
BIGGERSTAFF D W	PO BOX 7355	PUEBLO W	CO	81007-7355

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: October 15, 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 AMENDING ZONING RESTRICTIONS TO REZONE 3215 LAKE AVENUE, LOCATED SOUTH OF PUEBLO BOULDEVARD AND WEST OF LAKE AVENUE FROM I-2,INDUSTRIAL ZONE DISTRICT TO R-6, MULTIPLE RESIDENTIAL AND COMMERCIAL ZONE DISTRICT

SUMMARY:

The applicant is requesting to rezone approximately 17.93-acres at 3215 Lake Avenue, generally located south of Pueblo Boulevard and west of Lake Avenue from I-2, Industrial Zone District to R-6, Multiple Residential and Commercial District to facilitate a mixed-use development of the site.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

3215 Lake Avenue is a 17.93-acre lot in the Lake Garden Subdivision south of West Pueblo Boulevard. It was originally developed as a dog track in 1962 and held live greyhound races until 1999. Currently, the dog track is closed, and no commercial activity is on the site. Copper Spur Properties, LLC would like to redevelop the lot into a mixed-use development with multi-family residential, hotel, and commercial uses. The property is currently zoned I-2, which does not support the proposed uses, so the R-6 Zone District is being proposed. The I-2 zoning will remain to the south and the west of the property and the existing surrounding light industrial uses shall remain. There are two properties adjacent to the north. One is a gas station and will remain I-2. The other is zoned B-3 and is currently classified as commercial use however the portion of that parcel adjacent to the Dog Track Site is vacant. To the east is a small mixed-use development that has a couple of hotels, fast-food restaurants, and small retail shops. The Pueblo Regional Comprehensive Plan has identified this area for commercial

mixed-use. Characteristics of commercial mixed-use include a mix of commercial, employment, and service-oriented uses that serve adjacent neighborhoods and the broader region. Infill and redevelopment are encouraged to reduce surface parking and revitalize underutilized areas. Commercial Mixed-Use areas have a limited mix of uses, the introduction of a broader mix of uses—including multi-family residential—is encouraged. All of which make the requested rezoning for the proposed uses highly compatible with the long-range plan.

FINANCIAL IMPLICATIONS:

There are no financial implications for the City.

BOARD/COMMISSION RECOMMENDATION:

The Planning and Zoning Commission, at their September 25, 2024 Regular Meeting, voted 5-0 to recommend approval, Commissioners Aznar and Maestri absent.

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 property will not be zoned in accordance with the Pueblo Municipal Code.

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. Z-24-14 Combined Attachments

ORDINANCE NO.

AN ORDINANCE AMENDING ZONING RESTRICTIONS TO REZONE 3215 LAKE AVENUE, LOCATED SOUTH OF PUEBLO BOULDEVARD AND WEST OF LAKE AVENUE FROM I-2,INDUSTRIAL ZONE DISTRICT TO R-6, MULTIPLE RESIDENTIAL AND COMMERCIAL ZONE DISTRICT

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

SECTION 1.

The zoning restrictions covering the following described property, and in addition half of all adjacent dedicated roadway and alley rights-of-way, together generally identified in the attached Rezone Exhibit, is hereby changed from R-2, Single-Family Residential Zone District to CCN, Commercial Charter Neighborhood Zone District:

E 267.00 FT OF LOTS 2 THRU 4 + ALL LOTS 5 THRU 7 LESS HIWAY OF BLK 2 LAKE GARDENS 2ND LESS POR BY WD#1962150 TO SHH PROPERTIES FORMERLY #15-144-19-011

SECTION 2.

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 3.

This Ordinance shall become effective immediately upon 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

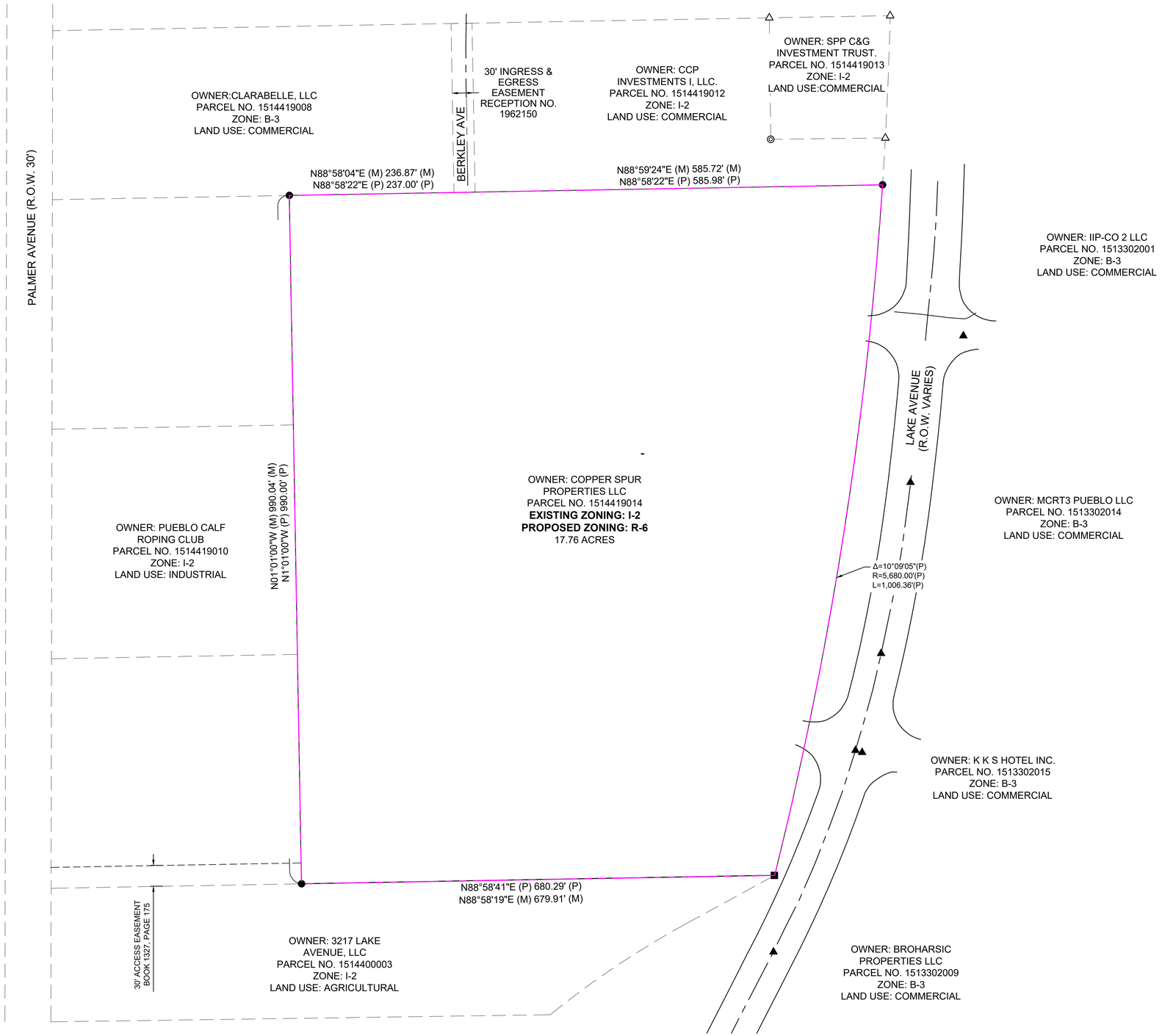
ATTEST

_____
City Clerk

REZONING EXHIBIT

3215 LAKE AVE.

CITY AND COUNTY OF PUEBLO



FILE LOCATION: FILE_LOC

CONSULTANTS:

PLANNER/ LANDSCAPE ARCHITECT/ CIVIL ENGINEER:

Matrix

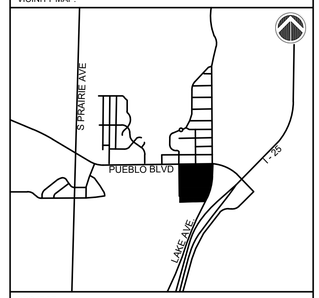
2435 RESEARCH PARKWAY, SUITE 300
COLORADO SPRINGS, CO 80920
PHONE: (719) 575-0100
FAX : (719) 575-0208

OWNER/DEVELOPER: Jeff Patch

COPPER SPUR PROPERTIES LLC
12650 W 64th Ave STE E420
(303) 378-9484

APPROVAL:

VICINITY MAP:



PROJECT:

3215 LAKE AVE.
REZONE

PUEBLO, CO
JUNE 7, 2024

REVISION HISTORY:

NO.	DATE	DESCRIPTION	BY

DRAWING INFORMATION:

PROJECT NO:	23.1284.002
DRAWN BY:	AM
CHECKED BY:	AP
APPROVED BY:	AP

SHEET TITLE:

REZONING EXHIBIT

SHEET 1 OF 1

CITY FILE NO.:

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Regina Maestri
City Council Representative

city of PUEBLO colorado
Planning & Zoning Commission

Christopher Pasternak
Alexandra Aznar
Elizabeth Bailey
Cheryl Spinuzzi

MINUTES OF REGULAR MEETING

City of Pueblo, Colorado
Wednesday September 25, 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, Beritt Odom, Principal Planner, Wade Broadhead, Senior Planner, Bart Mikitowicz, Senior Planner, Cindy Capritta, Land Use Tech.

Staff Members Absent:

Approval of the Agenda: Bailey motioned to approve the agenda, seconded by Spinuzzi.

Motion Passed: 7-0

Public Hearings:

1. Z-24-14 Rezone: 3215 Lake Ave (Dog Track), parcel #1514419014, approximately 18 acres generally located south of Pueblo Blvd and west of Lake Ave. Rezone from Light Industiral (I-2) Zone District to Multiple Residential and Commercial (R-6) Zone District. Staff Report by Bart Mikitowicz, Senior Planner.

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

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

Motion Passed: 7-0.

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Regina Maestri
City Council Representative

city of PUEBLO colorado
Planning & Zoning Commission

Christopher Pasternak

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

Z-24-14

TO:	City of Pueblo, Planning and Zoning Commission
FROM:	Bart Mikitowicz, Senior Planner
THROUGH:	Scott Hobson, Acting Director of Planning and Community Development
DATE:	September 11, 2024
APPLICANT:	Andrea Papierski, Matrix Design Group
PROPERTY OWNER:	Jeff Patch, Copper Spur Properties LLC
LOCATION:	3125 Lake Ave, Parcel# 1514419014
EXISTING ZONE:	**I-2, Light Industrial**
PROPOSED ZONE:	R-6, Multiple Residential and Commercial District
CONCURRENT REQUESTS:	None

REQUEST:
3215 Lake Ave (Dog Track), parcel #1514419014, approximately 18 acres generally located south of Pueblo Blvd and west of Lake Ave. Rezone from Light Industiral (I-2) Zone District to Multiple Residential and Commercial (R-6) Zone District to facilitate mixed use development of the site.

BACKGROUND AND ANALYSIS:
3125 Lake Ave is a 781,031-sf ft lot In the Lake Garden Subdivision south of West Pueblo Blvd. Originally developed as a dog track in 1962 and held live greyhound races until 1999. Currently, the dog track is closed and no commercial activity is on the site.

At this time, Copper Spur Properties LLC would like to redevelop the Pueblo Dog Track Site, which is approximately 18 acres into a mixed-use development with multi-family residential, hotel, and commercial uses. The property is currently zoned I-2 which does not support the proposed uses, so the R-6 Zone District is being proposed. The I-2 zoning will remain to the south and the west of the property and the existing surrounding light industrial uses shall remain. There are two properties adjacent to the north. One is a gas station and will remain I-2. The other is zoned B-3 and is currently classified as commercial use however the portion of that parcel adjacent to the Dog Track Site is vacant. To the east is a small mixed-use development that has a couple of hotels, fast-food restaurants, and small retail shops.

The Pueblo Regional Comprehensive Plan has identified this area for commercial mixed-use. Characteristics of commercial mixed-use include a mix of commercial, employment, and service-oriented uses that serve adjacent neighborhoods and the broader region. Infill and redevelopment are encouraged to reduce surface parking and revitalize underutilized areas. Commercial Mixed-Use areas have a limited mix of uses, the introduction of a broader mix of uses—including multi-family residential—is encouraged. All of which make the requested rezoning for the proposed uses highly compatible with the long-range plan.

PLANNING AND COMMUNITY DEVELOPMENT COMMENTS

CHARACTER AND COMPATIBILITY:

- **Site Character:**
  The project is located at the former dog track. The site currently features a significant asphalt parking lot which covers much of the grounds. There are two large, connected principal structures where the patrons would view races and the dog track itself along the western side of the property.

- **Neighborhood Compatibility:**

North	I-2, Phillips 66
East	B-3, Hampton Inn & Suites Pueblo-Southgate
South	I-2, Marijuana Grow Facilities
West	I-2, Horse Stables

- **Comprehensive Plan Compliance:**
  The project site has been designated by the Pueblo Regional Comprehensive Plan, 2022 as "Commercial Mixed-Use." According to Pueblo Municipal Code Section 15-4-51(a)(9) states that the purpose of the R-6 Zone District is designed to retain and provide areas of mixed residence, commercial use and accommodations for transients. Commercial Mixed-Use is described as a mix of commercial, employment, and service-oriented uses that serve adjacent neighborhoods and the broader region. Infill and redevelopment are encouraged to reduce surface parking, revitalize underutilized areas. While most existing Commercial Mixed-Use areas have a limited mix of uses, the introduction of a broader mix of uses—including multi-family residential—is encouraged. These auto-oriented corridors should prioritize the safety and comfort of all road users and transition over time to prioritize the safety, comfort, and accessibility of people walking, biking, and taking transit. The R-6 allows a wide range of housing and commercial uses at a neighborhood and community scale to comply with the Urban Residential designation. This property is zoned appropriately and will facilitate compliance with the future land use category of the Pueblo Regional Comprehensive Plan.

  The application for rezoning includes multiple citations of how the proposed mixed-use development will meet the goals of the Pueblo Regional Comprehensive Plan, please see the attached supporting documents. Staff has determined that the proposed rezoning is consistent with the comprehensive plan designation.

APPLICATION REQUIREMENT PER §17-6-1 OF THE PUEBLO MUNICIPAL CODE

The applicant's name and address and the name and address of any person, firm or corporation represented by such applicant in the application

- Comments **The application contains applicant's information.**

The interest of the applicant and the interest of the person, firm or corporation represented by the applicant, be it legal, sales development, operation or other interest.

- Comments **The property owner is the applicant.**

The nature of the amendment and a legal description of the property that would be affected by the amendment.

- Comments **A full legal description of the property was provided with the application and is attached to the staff report.**

A general description of the proposed development to the distance which will be affected; such description including subjects of environmental effect, economic effect and traffic effect, if any; and such description carried out in scope and detail to the extent needed to support the requested amendment and as may be required by the Planning and Zoning Commission.

- Comments **The applicant proposes creating a commercial mixed-use development with both residential and retail elements. These development plans both align with the R-6 rezoning request and future land use designation of commercial mixed-use.**

A tentative site plan showing proposed structures, uses, open spaces, facilities for parking and loading and arrangements for pedestrian and vehicular circulation.

- Comments **A site plan has not been provided and shows proposed structures, uses, open spaces, facilities for parking and loading and arrangements for pedestrian and vehicular circulation.**

A statement of the proposed time schedule for beginning and completion of development.

- Comments **The applicant did not indicate a specific timeline for the redevelopment. Significant demolition will be required before construction can begin.**

A statement reasonably indicating the applicant's economic responsibility and capability of accomplishing the development for which a zoning amendment is requested.

- Comments **The application did not include information regarding the applicant's economic responsibility and capability. However they do intend on working closely with the Urban Renewal Authority to secure additional funding.**

ABILITY TO COMPLY WITH THE PROPOSED ZONE DISTRICT:

- Minimum lot size and area:
  - The R-6 Zone District requires a minimum of 3,000 square foot of lot area for single family.
  - The proposed area will be 781, 031-sf ft and has over 920 feet of frontage on Lake Ave. The existing site has been reviewed and it complies with the minimum lot area and width for the proposed zone district.

- Lot coverage:
  - The R-6 Zone District allows a maximum lot coverage of 50%.
  - Proposed plans appear to comply with lot coverage however staff will check for lot coverage at the time of building permits for the home and commercial building.

Zone District performance standards:

- **Multifamily Residential Standards, Section 17-4-4, (c), of the Pueblo Municipal Code: Standards will be implemented at the time of development.**

REFERRAL AGENCIES AND COMMENTS:

- City Public Works- No comment
- City Transportation- has no issue with the rezoning. However, when the site is developed, there needs to be an east/west street that runs through the site and a north/south connection to Berkley – Per Bluebeam Review 7/29/24
- City Law Department-No comment
- Pueblo Regional Building Department-No comment
- City Fire Department-No comment
- City Wastewater- See Attachment
- City Stormwater-No comment
- City Parks and Recreation Department-No comment
- Xcel Energy-No comment
- Black Hills Energy-No comment
- CDOT-See Attachment

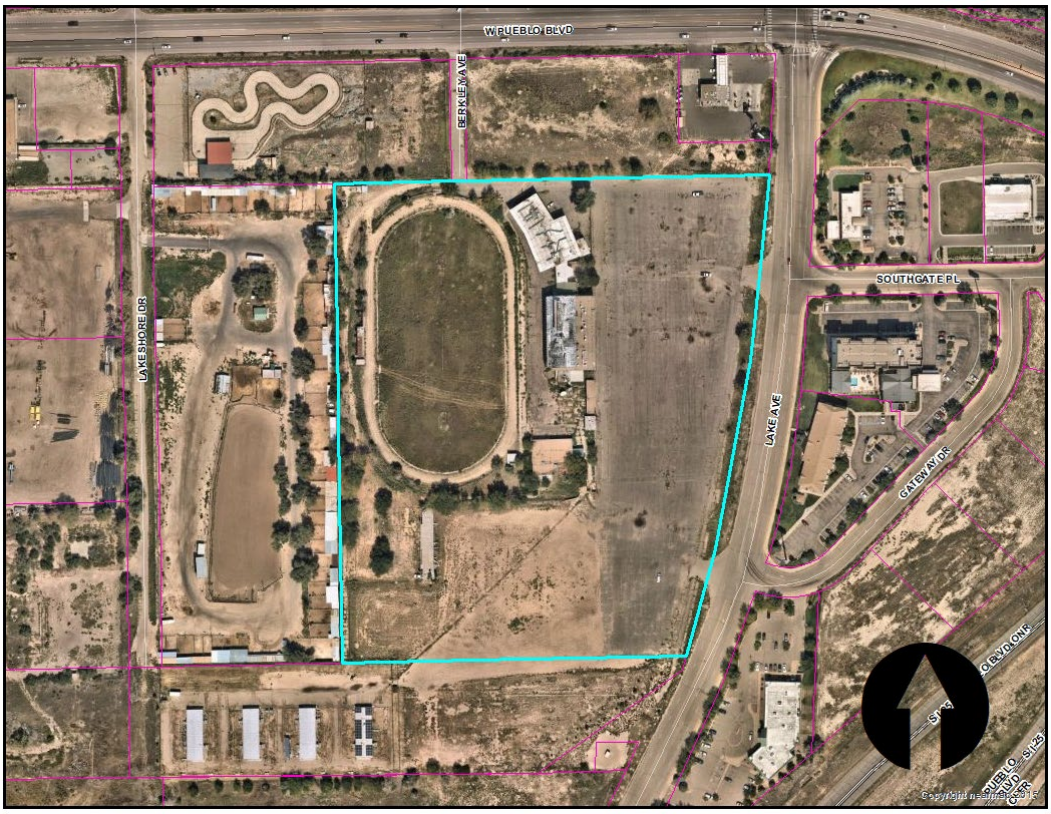
RECOMMENDED ACTION:

Staff recommends the Planning and Zoning Commission make a recommendation to City Council that the zoning map amendment be **APPROVED with the following conditions:**

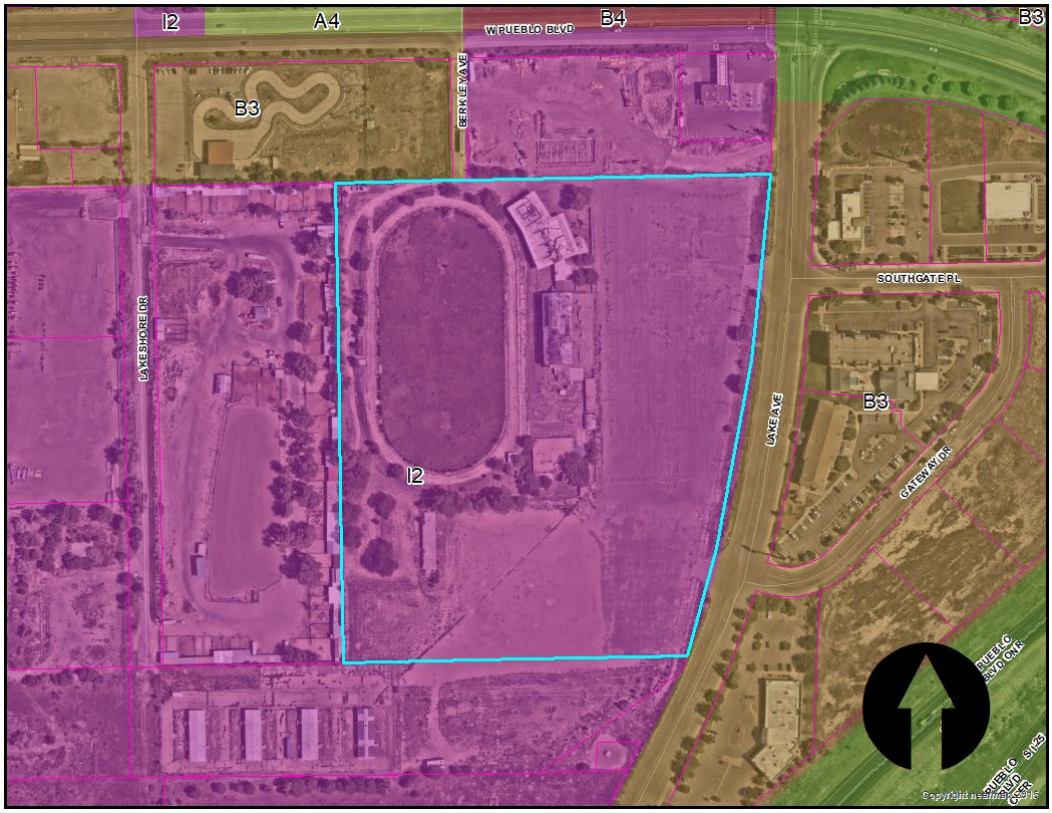
ATTACHMENTS:

A. **Location Map**
B. **Zoning Map**
C. **Comprehensive Plan Map**
D. **Site Photographs**
E. **Rezoning Exhibit**
F. **Application**
G. **Supporting Documents**

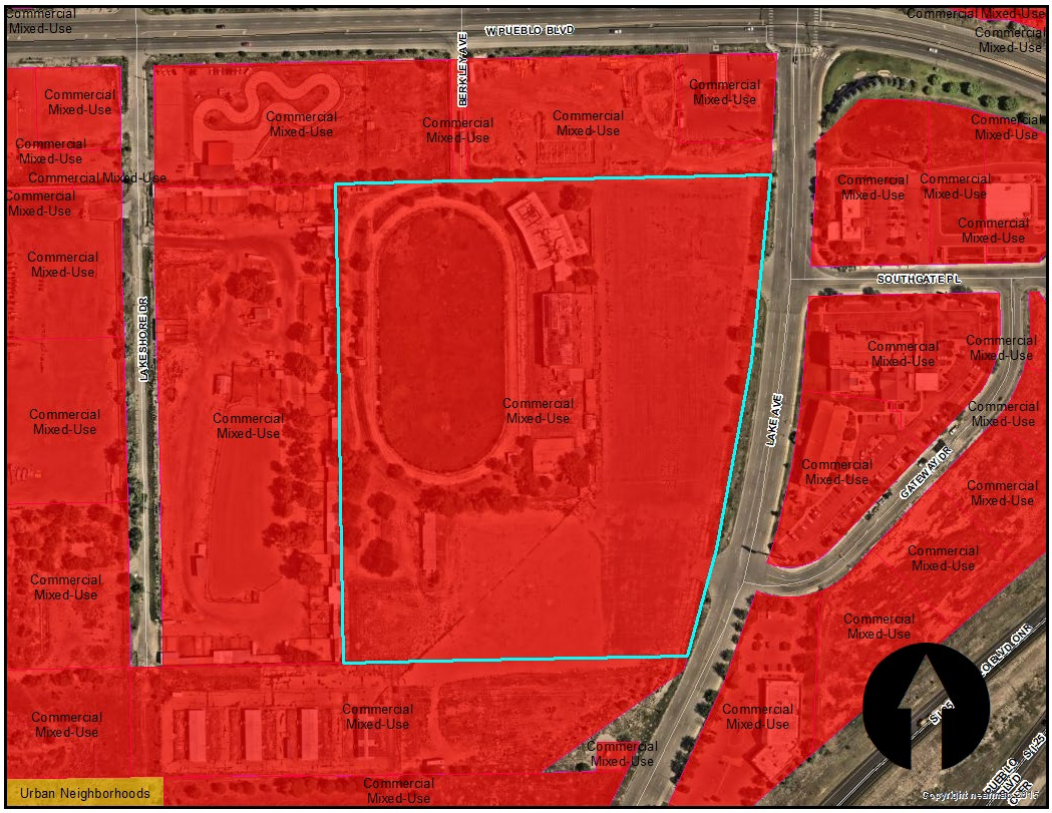
A. Location Map



B. Zoning Map



C. Comprehensive Plan Map



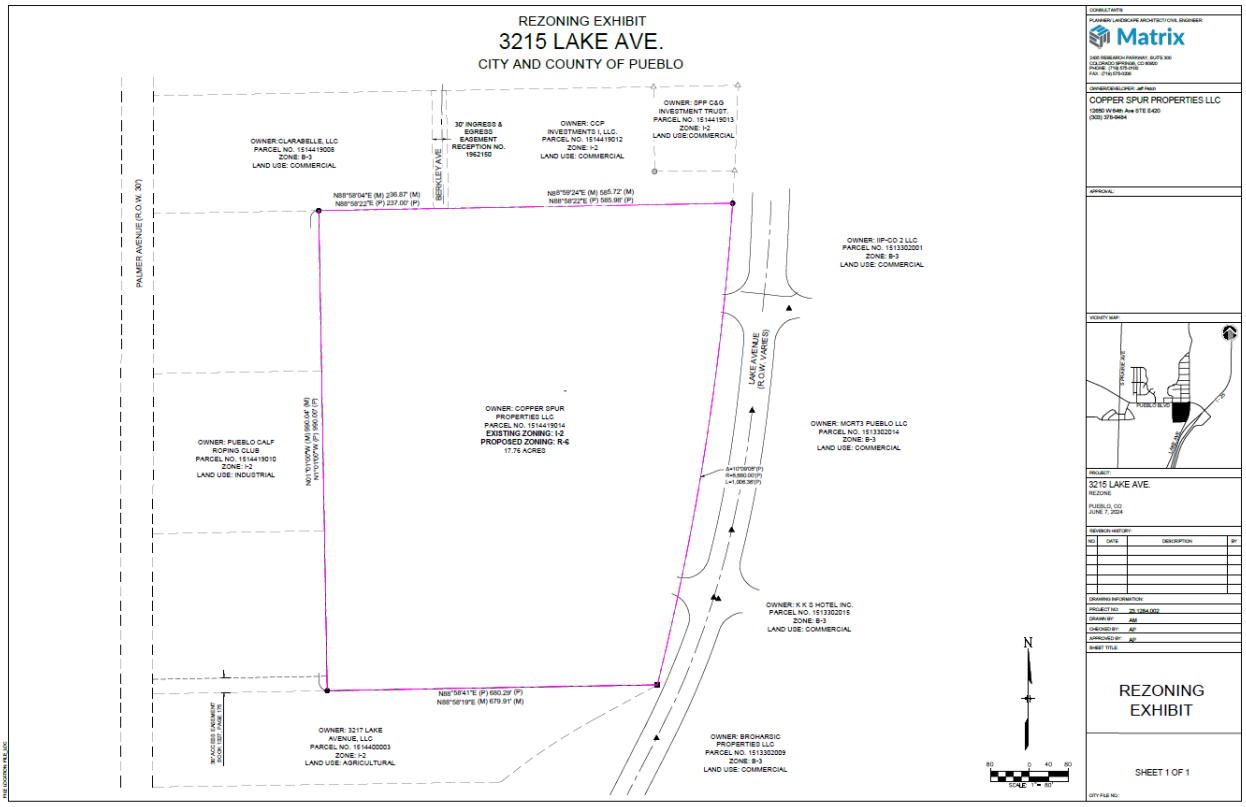
D. Site Photographs




PUBLIC HEARING



E. Rezoning Exhibit



F. Application

city of PUEBLO colorado

Planning & Community Development

211 East D Street | Pueblo, Colorado 81003 | Tel 719-553-2259 | Fax 719-553-2359 | TTY 719-553-2611 | www.pueblo.us

Planning & Zoning Map Amendment Application (Rezoning)

Please type or print clearly. Illegible applications will not be accepted. Case #: _____

Property Owner	
Name: Jeff Patch	
Company: Copper Spur Properties LLC	
Address: 12650 W 64th Ave STE E420	Zip: 80004
Phone: ( )303-378-9484	Email: copperspurprop@yahoo.com
Applicant	
Name: Andrea Papierski	
Company: Matrix Design Group	
Address: 2435 Research Parkway Suite 300	Zip: 80920
Phone: ( )719-575-0100	Email: andrea.papierski@matrixdesigngroup.com
Person or Firm Representing (If Different From) Owner or Applicant	
Name:	
Company:	
Address:	Zip:
Phone: ( )	Email:
*The **applicant** will be the primary contact unless otherwise noted.*	
Project Location: 3125 Lake Ave. (address or general description)	
Parcel# 1514419014	
Legal Description: E 267.00 FT OF LOTS 2 THRU 4 + ALL LOTS 5 THRU 7 LESS HIWAY OF BLK 2 LAKE GARD	
Subdivision: COM-South Pueblo Blvd. BD	Acreage: 17.93
Existing Zone District: I-2	**Proposed Zone District:** R-6

7-29-20

G. Supporting Documents

Land Title GUARANTEE COMPANY — Since 1967 —

Customer Distribution

Prevent fraud - Please call a member of our closing team for wire transfer instructions or to initiate a wire transfer. Note that our wiring instructions will never change.

Order Number: **RND35065414-3** Date: **06/04/2024**

Property Address: **3215 LAKE AVE, PUEBLO, CO 81004**

For Closing Assistance

For Title Assistance

Beth Schantz
5975 GREENWOOD PLAZA BLVD
GREENWOOD VILLAGE, CO 80111
(303) 850-4162 (Work)
(719) 634-3190 (Work Fax)
bschantz@ltgc.com

Seller/Owner
COPPER SPUR PROPERTIES, LLC, A COLORADO LIMITED LIABILITY COMPANY
Attention: JEFF PATCH
1843 MONTVIEW LANE
Steamboat Springs, CO 80487
(303) 378-9484 (Work)
copperspurprop@yahoo.com
Delivered via: Electronic Mail

Agent for Seller
RE/MAX NORTHWEST
Attention: KURT BLACKBURN
12000 PECOS ST #160
WESTMINSTER, CO 80234
(303) 457-4800 (Work)
(303) 252-8133 (Work Fax)
blackburnkurt@gmail.com
Delivered via: Electronic Mail

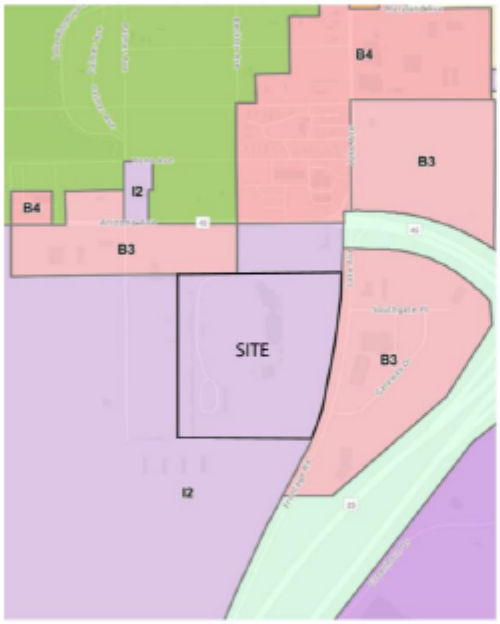
MATRIX DESIGN GROUP
Attention: JASON ALWINE
2435 RESEARCH PKWY #300
COLORADO SPRINGS, CO 80920
(719) 575-0100 (Work)
(719) 575-0208 (Work Fax)
jason.alwine@matrixdesigngroup.com
Delivered via: Electronic Mail

Matrix Design Group, Inc.
2435 Research Parkway, Suite 300
Colorado Springs, CO 80920
O 719.575.0100
F 719.575.0208
matrixdesigngroup.com

PROJECT STATEMENT

Pueblo Dog Track Redevelopment
REZONE

June 7, 2024



The redevelopment of the Pueblo Dog Track Site is approximately 18 ac and will be a mixed-use development with multi-family, hotel and commercial use. Located just southwest of the intersection of Pueblo Boulevard and Lake Avenue. The property is currently zoned I-2 which does not support the proposed use, so the R-6 zone is being proposed. The I-2 zone will remain both to the south and the west of the property and the existing light industrial uses shall remain. There are two properties adjacent to the north. One is a gas station and will remain I-2. The other is zoned B-3 and is currently classified as commercial use however the portion of that parcel adjacent to the Dog Track Site is vacant. To the east is a small mixed-use development that has a couple of hotels, fast food restaurants and small retail shops.

The applications being submitted to the City of Pueblo for consideration include:

- Rezone to R-6

Rezone Justification

The rezone request from I-2 to R-6 supports the 2022 Pueblo Regional Comprehensive Plan City of Pueblo Goals and Policies. The Plan's future land use map identifies the property as commercial mixed-use and is adjacent to an urban neighborhood use. Per to comprehensive plan, commercial mixed-use encourages multi-family residential with a density of 16 DU/AC or higher as well as a variety of commercial uses. The R-6 zone allows uses that better serve this goal than the current I-2, industrial district. The R-6 zoning, multi-family and commercial district provides opportunity for a mixed-use development desired in this area. This project best supports Goal 1 from the comprehensive plan as well as parts of Goal 3.

Goal: Diverse Lifestyle, Attainable Housing Options

Policy 1.1.2: Mix of Housing Types – The nearest apartment complexes are all over a mile from the proposed site. This will offer a smaller, higher density option to the southeast part of town.

This development is located just minutes from I-25 allowing residents to have quick access to lots of locations. It is also located within a commercial/industrial area allowing residents to live near my work.

Policy 1.1.7: High Density Housing – The conceptual site plan for this site is including a multi-family site just over 8.5 AC. It is anticipated that the density for that portion of this mixed-use development will be 15-30 DU/AC.

Policy 1.2.3: Vacant and Dilapidated Properties- The old dog track lot has been vacant for many years. This zone change will allow this property to be redeveloped. Making this part of town a safer and more desirable place to be.

Goal: Help Every Community Thrive
Policy 3.1.1: Coordinated School Planning- The Dog Track Redevelopment site is within School District 60 and in the next phases of this project coordination with the school district will be a part of the required process.

Policy 3.3.6: Active Living- The multifamily development will provide amenities to the residents of this community. Things like a small playground, a fitness room, dog park, etc. are being considered. The developer would also like to provide a connection to the future Lake Minnequa Trail that is anticipated to follow Palmer Ave and connect out to Lake Ave. at some point.

The requested Zone Change will have no detrimental impact to the environment, economy, public facilities, or general welfare of the area.

Review Criteria

Environmental
There are no significant natural features within the boundary of the property. The nearest public open space is Lake Minnequa Park and Open Space located just across Pueblo Blvd. northwest of the site. The conceptual site plan for the site provides 0.8 acres of Water Quality Detention Pond to treat storm runoff before releasing into the Salt Creek Tributary. Open space is also anticipated within the multi-family portion of the development. This will be a private open space and will provide various amenities to the residents.

Economic
The Pueblo Dog Track Redevelopment Track is a part of an Urban Renewal District. This can help support redevelopment, making it more affordable to develop the site. There have been conversations about creating a separate district for this parcel, however that is undetermined if that will move forward at this time. The proposed project will not cause any financial burden to the City of Pueblo. The developer will be responsible for construction of the proposed improvements shown on the site plan as well as required off-site construction of the roadway improvements, emergency access, and utility connections.

Traffic
It is anticipated that there will be three access points into this site. Two off Lake Avenue and they will align with South Gate Drive and Gateway Drive. The third will be to the north via Berkley Avenue. A Traffic Impact Study will be complete with the next stages of the project; however it is anticipated that some additional turn lanes, acceleration/deceleration lanes may be needed along Lake Ave.

EDWARD-JAMES SURVEYING, INC.

June 4, 2024

LEGAL DESCRIPTION

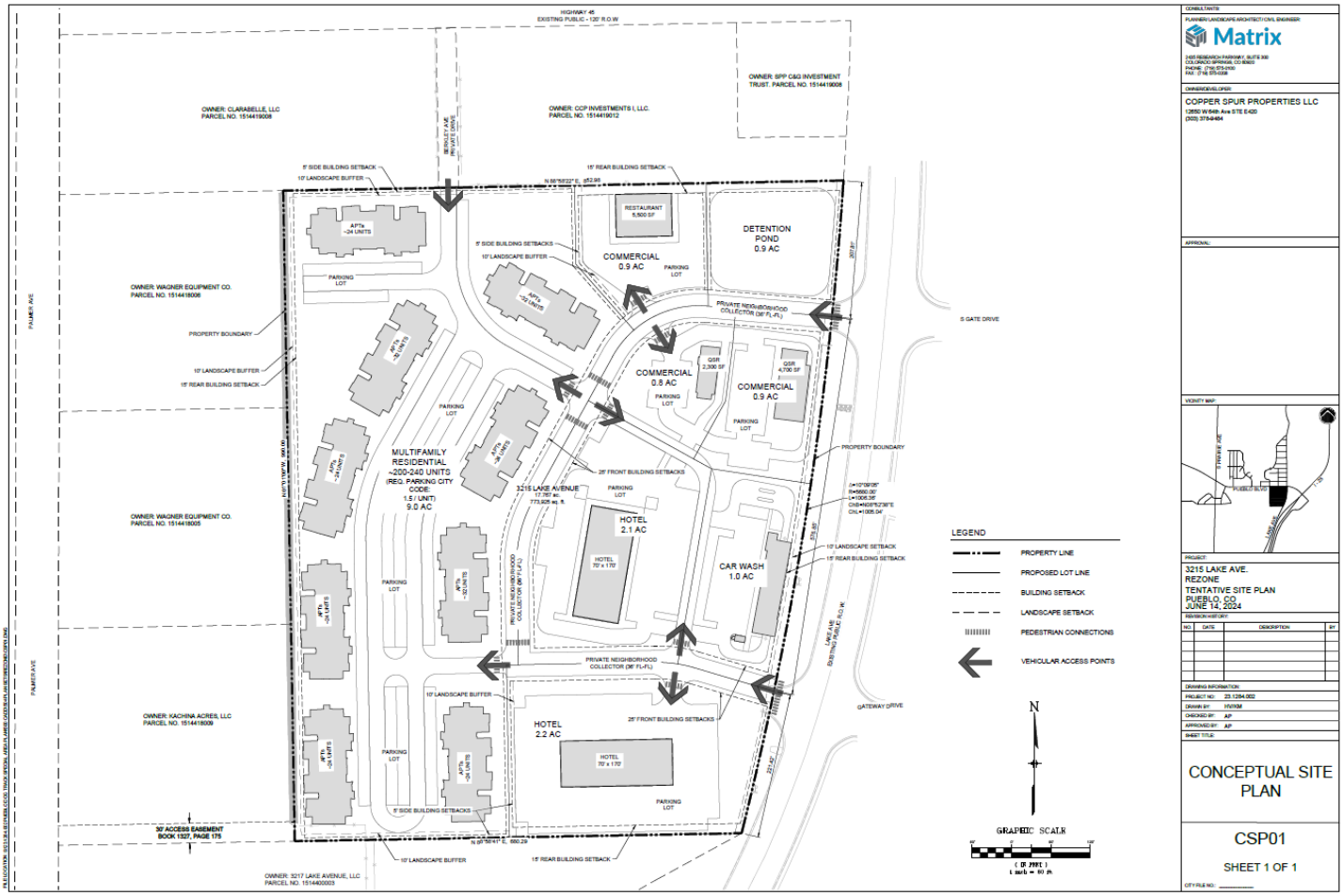
THE EAST 267 FEET OF LOTS 2, 3 AND 4, AND LOTS 5, 6 AND 7, BLOCK 2, LAKE GARDENS SECOND FILING, EXCEPT THAT PORTION CONVEYED TO THE DEPARTMENT OF HIGHWAYS. COUNTY OF PUEBLO, STATE OF COLORADO

LEGAL DESCRIPTION STATEMENT

I, RANDEL R. NELSON, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THE ABOVE LEGAL DESCRIPTION WAS PREPARED UNDER MY RESPONSIBLE CHARGE AND ON THE BASIS OF MY KNOWLEDGE, INFORMATION, AND BELIEF IS CORRECT.



RANDEL R. NELSON, PROFESSIONAL LAND SURVEYOR
COLORADO PLS NO. 38303
FOR AND ON BEHALF OF EDWARD-JAMES SURVEYING, INC.



CONSULTANTS

PLANNER/LANDSCAPE ARCHITECT/CIVIL ENGINEER

Matrix

OWNER/DEVELOPER:

COPPER SPUR PROPERTIES LLC

APPROVAL:

VICINITY MAP

PROJECT:

3215 LAKE AVE.
REZONE
TENTATIVE SITE PLAN
PUEBLO, CO
JUNE 14, 2024

REVISION HISTORY:

NO.	DATE	DESCRIPTION	BY

DRAWING INFORMATION:

PROJECT NO: 23.1264.002
DRAWN BY: HW/KM
CHECKED BY: AP
APPROVED BY: AP
SHEET TITLE:

CONCEPTUAL SITE PLAN

CSP01

SHEET 1 OF 1

CITY FILE NO: _____

Andra Ahrens
Wastewater Director

city of PUEBLO colorado

1300 S. Queens Ave
Pueblo, CO 81001

Phone (719) 553-2892
Fax (719) 553-2957

City of Pueblo Wastewater Department

MEMORANDUM

TO: Bart Mikitowicz
FROM: Sonia Mondragon
DATE: July 22, 2024
SUBJECT: Z-24-14 3215 Lake Ave Rezone

This memo is intended to serve as the Wastewater Department's review of the referenced project submittal. Please forward to the applicant's representative.

Please provide the following information:

- A sanitary sewer flow comparison between the original zoning and the proposed zoning.

COLORADO
Department of Transportation
Region 2 Permits
5615 Wills Blvd, Suite A
Pueblo, CO 81008-2349

August 6, 2024

SH 45 / Lake Ave
City of Pueblo

Bart Mikitowicz, Senior Planner
City of Pueblo Planning and Development
211 E. D Street
Pueblo, CO 81003

RE: 3215 Lake Ave. - Dog Track Redevelopment | Concept plans, Rezone, 1st submittal

Dear Bart,

I am in receipt of a planning referral request for comments in regard to the proposed Pueblo Dog Track Redevelopment Site on approximately 18-acres and will be a mixed-use development with multi-family, hotel, fast food restaurants, retail and commercial uses. The location of the site is at the southwest quadrant of the intersection of Lake Ave and SH45 (Pueblo Blvd.) CDOT staff has the following comments:

Traffic

A Traffic Impact Study was not submitted with this packet. We will need the following to be submitted and reviewed by CDOT.

- A Traffic Impact Study is required to be submitted for this development to look at the following intesections.
  - SH45/Pueblo Blvd and Lake
  - SH45/Pueblo Blvd and Berkley
  - Lake Ave south at the proposed access points
  - Please coordinate with the following developmnets Circle K and the Quiktrips Fueling Station and Maverik Fueling Station.

Hydraulics

- The Drainage report is required to be submitted and reviewed by CDOT.

Access

This development impacts CDOT Access and CDOT infrastructure. My comment are as follows:

- Several CDOT Access Permit are required for this development due to the close proximity of the development and access being proposed to the State Highway System.
- There is a possibility for potential escrow collection for the future signal improvements at the Interchange of I25 at the intersection east and west with intersection improvemnts at Lake and SH45. Please provide a breakdown for the Fair Share Escrow Amount of the developments contributions to intersection improvements.

- Section 1.4(1) of the State Highway Access Code, states in part that no person, shall construct any access providing direct vehicular movement to or from any state highway from or to property in close proximity or abutting a state highway without an access permit issued by the designated issuing authority with the written approval of the Department.
- Under Section 2.6 (Change in Land Use and Access Use) of the State Highway Access Code, states the requirements of a new access permit. It states in part that if any significant changes are made or will be made in the use of the property which will affect access operation, traffic volume increases by 20% and or vehicle type, the permittee or property owner will coordinates with the local authority and the Department to determine if a new access permit and modifications to the access are required.

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 Mr. 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 in Pueblo at (719) 546-5732 or by email arthur.gonzales@state.co.us with any questions.

Sincerely,

AG

Arthur Gonzales
CDOT R2 - Access Manager

Xc: /file

August 21, 2024

The City Planning and Zoning Commission will hold a public hearing on a request from **The City of Pueblo** for the approval of the following application:

Z-24-14: 3215 Lake Ave (Dog Track), parcel #1514419014, approximately 18 acres generally located south of Pueblo Blvd and west of Lake Ave. Rezone from Light Industrial (I-2) Zone District to Multiple Residential and Commercial (R-6) Zone District. Staff Report by Bart Mikitowicz, Senior Planner.

The Planning and Zoning Commission meeting will be held on September 11, 2024, at 3:30 p.m., in City Council Chambers, 1 City Hall Place, Pueblo, CO. 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 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 **Bart Mikitowicz**, Sr. Planner
(719) 553-2259

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Scott Hobson, Acting Director
Planning & Community Development
By **Bart Mikitowicz**, Sr. Planner
(719) 553-2259

CASE NUMBER: Z-24-14

CERTIFICATION

I hereby certify that I did this day cause written notice of the public hearing on the proposed Zoning Map Amendment of the property located at 3215 Lake Ave. to be sent to the attached list of owners of the real property lying within three hundred (300) feet of the said property on which the Zoning Map Amendment 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.

August 21, 2024
(Date)

PUEBLO PLANNING & ZONING COMMISSION

By: Cindy Capuchin

I hereby certify that I did this day verify and photograph the posted notice of the public hearing on the Zoning Map Amendment of the property located at 3215 Lake Ave. upon which action is pending as set forth in the Code of Ordinances, Section 17-6-2.

August 21, 2024
(Date)

PUEBLO PLANNING & ZONING COMMISSION

By: Cindy Capuchin

Owner	OwnerStree	OwnerCity	Ow	OwnerZip
IIP-CO 2 LLC	11440 W BERNARDO CT STE	SAN DIEGO	CA	92127-1642
PROVINCE INVESTMENTS RLLP	116 COTTAGE LAKE RD	SEARCY	AR	72143-4555
3217 LAKE AVENUE, LLC	1191 W NEWPORT CENTER	DEERFIELD	FL	33442-7732
COPPER SPUR PROPERTIES LLC	12650 W 64TH AVE STE E42	ARVADA	CO	80004-3887
K K S HOTEL INC	14232 S JEMMA DR	BLUFFDALE	UT	84065-3903
MCRT3 PUEBLO LLC + ATTN TYLER	1503 LBJ FREEWAY STE 300	DALLAS	TX	75234-6011
BROHARSIC PROPERTIES LLC	3426 LAKE AVE STE 120	PUEBLO	CO	81004-3878
CLARABELLE LLC	4220 HEMLOCK RD	COLORADO	CO	80917-2023
SPP C + G INVESTMENT TRUST + ATTN: RICHARD SPRESSER	8400 E PRENTICE AVE STE 4(	GREENWO(	CO	80111-2916
PUEBLO CALF ROPING CLUB + C/O BRENT WHITSITT	8590 PINE DR	BEULAH	CO	81023-9771
C C P INVESTMENTS I LLC + PROPERTY TAX DEPT. CIRCLE K	PO BOX 52085 DC-17	PHOENIX	AZ	85072-2085
PUBLIC SERVICE CO OF COLORADO + C/O PROPERTY AND LOCAL	PO BOX 840	DENVER	CO	80201-0840

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: October 15, 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 AMENDING ZONING RESTRICTIONS OF THE BELMONT PLACE, PLANNED UNIT DEVELOPMENT TO A COMBINATION OF THREE ZONE DISTRICTS: B-3, HIGHWAY AND ARTERIAL BUSINESS ZONE DISTRICT, R-2, SINGLE FAMILY RESIDENTIAL ZONE DISTRICT AND R-5, MULTIPLE-RESIDENTIAL AND OFFICE ZONE DISTRICT

SUMMARY:

The applicant is requesting to rezone the current 114-acre Belmont Place, Planned Unit Development to a combination of three zone districts: B-3, 19.77-acres, R-2, 38.21-acres, and R-5, 55.29-acres to allow for commercial, commercial mixed use, and residential development.

PREVIOUS COUNCIL ACTION:

The applicant is concurrently requesting to subdivide (S-22-07) 113-acres into six (6) commercial lots in two (2) blocks and create four (4) parcels reserved for future development. The proposed subdivision covers all of the Belmont Place, Planned Unit Development.

BACKGROUND:

The subject site is currently unimproved and is located east of Troy Avenue and south of Cesar Chavez Boulevard (SH 47). The area was annexed into the City in 1972 and is identified as an Urban Neighborhood by the Pueblo Comprehensive Plan. The property is currently zoned in the Belmont Place PUD which serves as the master plan for development as requirement by the Comprehensive Plan. This rezoning request would change northwestern portion of the property (Parcel 1 of the Rezone Exhibit) to a B-3, Highway and Arterial Business District, which will allow commercial development in the six large lots that are planned in the Belmont Place, Filing No. 1 Subdivision. The R-2 zoning (Parcels 2 and 4 on the Rezone Exhibit) is proposed to be subdivided in Filing No. 1 as a non-buildable Parcels A and C in the Belmont Place, Filing No. 1

Subdivision. The proposed R-2 zoning is located south of the B-3 Zone District along the western boundary of the development site. The R-5 zoning (Parcel 3 of the Rezone Exhibit) is in the eastern and central portion of the development site and is proposed to be subdivided as non-buildable Parcel B in Belmont Place, Filing No. 1 Subdivision. The proposed zoning for the property closely mirrors the Land Use Map approved in the Amended PUD Development Guide, approved through Ordinance 9973 in 2021. The proposed rezoning, like the current PUD, includes provisions to allow commercial, multifamily residential, single-family residential and park development. The applicant wishes to rezone the property to the City's standard zone districts and begin commercial development at the far northwest section of the property, where Nottingham Drive is planned to extend east and south through the proposed development. The remaining southern portion of the property will be rezoned to R-2, Single Family Residential, and R-5, Multiple Residential and Office, which is proposed to be subdivided as non-buildable parcels in the Belmont Place, Filing No. 1 Subdivision and will require future re-subdivision prior to development.

FINANCIAL IMPLICATIONS:

There are no financial implications for the City.

BOARD/COMMISSION RECOMMENDATION:

The Planning and Zoning Commission, at their February 14, 2024 Regular Meeting, voted 5-0 to recommend approval, Commissioners Martinez and Spinuzzi absent.

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 property will not be zoned in accordance with the Pueblo Municipal Code.

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. Z-23-12 Belmont Place Rezoning Attachments

ORDINANCE NO.

AN ORDINANCE AMENDING ZONING RESTRICTIONS OF THE BELMONT PLACE, PLANNED UNIT DEVELOPMENT TO A COMBINATION OF THREE ZONE DISTRICTS: B-3, HIGHWAY AND ARTERIAL BUSINESS ZONE DISTRICT, R-2, SINGLE FAMILY RESIDENTIAL ZONE DISTRICT AND R-5, MULTIPLE-RESIDENTIAL AND OFFICE ZONE DISTRICT

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

SECTION 1.

The zoning restrictions covering the following described property, and in addition half of all adjacent dedicated roadway and alley rights-of-way, together generally identified in the attached Rezone Exhibit, is hereby changed from R-4, Mixed Residential Zone District to RCN, Residential Charter Neighborhood Zone District:

PARCEL 1

A parcel of land located within a portion of the W ½ of the NW ¼ of Section 21, Township 20 South, Range 64 West of the Sixth Principal Meridian, being more particularly described as follows:

BEGINNING at a point on the west line of the said W ½ of the NW ¼ of Section 21; from which the W ¼ of said Section 21 bears S01°36'54"E (bearings based on the west line of the W ½ of the SW ¼ of said Section 21, monumented at each end with a 3 ½" aluminum monument P.L.S. No. 6128), a distance of 565.28 feet; thence N01°36'54"W along said west line of the W ½ of the NW ¼ of Section 21, a distance of 821.88 feet to a point on the southwesterly right-of-way line of Colorado State Highway No. 47; thence along said southwesterly right-of-way line, the following two (2) courses:

1.) S66°05'46"E, a distance of 1063.15 feet;

2.) S61°38'17"E, a distance of 164.94 feet;

thence S28°22'16"W, a distance of 65.94 feet; thence S07°37'25"E, a distance of 307.45 feet; thence S19°45'44"W, a distance of 243.07 feet; thence S67°57'28"W, a distance of 152.32 feet; thence along the arc of a curve to the left having a central angle of 04°36'10" and a radius of 460.00 feet, a distance of 39.95 feet; thence S63°15'26"W, a distance of 108.06 feet; thence N65°25'56"W, a distance of 844.76 feet to a point on the said west line of the W ½ of the NW ¼ of Section 21 and the **POINT OF BEGINNING.**

Said **P ARCEL 1** contains 19.611 acres, more or less (854,260 s.f., more or less).

PARCEL 2

A parcel of land located within a portion of the W ½ of the NW ¼ and within a portion of the W ½ of the SW 1/4 of Section 21, Township 20 South, Range 64 West of the Sixth Principal Meridian, being more particularly described as follows:

BEGINNING at the W ¼ corner of said Section 21; thence N01°36'54"W (bearings based on the west line of the W ½ of the SW ¼ of said Section 21, monumented at each end with a 3 ½" aluminum monument P.L.S. No. 6128), along said west line of the W ½ of the NW ¼ of Section 21, a distance of 565.28 feet; thence S65°25'56"E, a distance of 844.76 feet; thence N63°15'26"E, a distance of 108.06 feet; thence along the arc of a curve to the right having a central angle of 04°36'10" and a radius of 460.00 feet, a distance of 36.995 feet; thence N67°57'28"E, a distance of 40.00 feet; thence along the curve to the right having a central angel of 83°53'17" and a radius of 500.00 feet, a distance of 732.06 feet; thence S61°50'45"W, a distance of 33.24 feet; thence along the arc of a curve to the left, having a central angle of 42°48'18" and a radius of 500.00 feet, a distance of 373.55 feet; thence N70°57'34"W, a distance of 40.00 feet; thence along the arc of a curve to the left, having a central angle of 07°27'21" and a radius of 540.00 feet, a distance of 70.27 feet; thence S11°35'06"W, a distance of 27.90 feet; thence N78°24'54"W, a distance of 49.87 feet; thence N40°20'37"W, a distance of 228.58 feet; thence S87°46'46"W, a distance of 132.61 feet to a point on the said west line of the
W ½ of the SW ¼ of Section 21; thence N01°36'29"W, along said west line of the W ½ of the SW ¼ of Section 21, a distance of 581.23 feet to the **POINT OF BEGINNING.**

Said **P ARCEL 2** contains 18.239 acres, more or less (794,507 s.f., more or less).

PARCEL 3

A parcel of land located within a portion of the W ½ of the NW ¼ and within a portion of the W ½ of the SW 1/4 of Section 21, Township 20 South, Range 64 West of the Sixth Principal Meridian, being more particularly described as follows:

BEGINNING at a point on the west line of the said W ½ of the SW ¼ of Section 21 from which the W ¼ corner of said Section 21 bears N01°36'29"W (bearings based on the west line of the W ½ of the SW ¼ of said Section 21, monumented at each end with a 3 ½" aluminum monument P.L.S. No. 6128), a distance of 581.23 feet; thence N87°46'46"E, a distance of 132.61 feet; thence S40°20'37"E, a distance of 228.58 feet; thence S78°24'54"E, a distance of 49.87 feet; thence N11°35'06"E, a distance of 27.90 feet; thence along the curve to the right having a central angel of 07°27'21" and a radius of 540.00 feet, a distance of 70.27 feet; thence S70°57'34"E, a distance of 40.00 feet; thence along the arc of a curve to the right, having a central angle of 42°48'18" and a radius of 500.00 feet, a distance of 373.55 feet; thence N61°50'45"E, a distance of 33.24 feet; thence along the arc of a curve to the left, having a central angle of 83°53'17" and a radius of 500.00 feet, a distance of 732.06 feet; thence N67°57'28"E, a distance of 112.32 feet; thence N19°45'44"E, a distance of 243.07 feet; thence N07°37'25"W, a distance of 307.45 feet; thence N28°22'16"E, a distance of 65.94 feet to a point on the southwesterly right-of-way line of Colorado State Highway No. 47; thence S61°38'17"E, along said southwesterly right-of-way line, a distance of 263.95 feet to a point of the east line of the said W ½ of the NW ¼ of Section 21; thence S 01°34'59"E, along said east line of the W ½ of the NW ¼ of Section 21, a distance of 732.54 feet to the NE corner of the said W ½ of the NW ¼ of Section 21; thence S01°33'17"E, along said east line of the W ½ of the SW ¼ of Section 21, a distance of 2425.61 feet ; thence S88°57'11"W, a distance of 954.86 feet; thence N01°02'49"W, a distance of 179.56 feet; thence along the arc of a curve to the right, having a central angle of 20°45'30" and a radius of 500.00 feet, a distance of 181.15 feet; thence N 19°42'42"E, a distance of 214.85 feet; thence along the arc of a curve to the left, having a central angle of 43°35'09" and a radius of 500.00 feet, a distance of 380.36 feet; thence N 23°52'27"W, a distance of 489.79 feet; thence S88°57'11"W, a distance of 298.89 feet to a point on the said west line of the W ½ of the SW ¼ of Section 21; thence N01°36'29"W, along said west line of the W ½ of the SW ¼ of Section 21, a distance of 1588.52 feet to the **POINT OF BEGINNING.**

Said **P ARCEL 3** contains 55.442 acres, more or less (2,415,047 s.f., more or less).

PARCEL 4

A parcel of land located within a portion of the W 1/2 of the SW 1/4 of Section 21, Township 20 South, Range 64 West of the Sixth Principal Meridian, being more particularly described as follows:

BEGINNING at the SW corner of said Section 21; thence N01°36'29"W (bearings based on the west line of the W ½ of the SW ¼ of said Section 21, monumented at each end with a 3 ½" aluminum monument P.L.S. No. 6128), along said west line of the W ½ of the SW ¼ of Section 21, a distance of 1588.52 feet; thence N88°57'11"E, a distance of 298.89 feet; thence S23°52'27"E, a distance of 489.79 feet; thence along the arc of a curve to the right having a central angle of 43°35'09" and a radius of 500.00 feet, a distance of 380.36 feet; thence S 19°42'42"W, a distance of 214.85 feet; thence along the arc of a curve to the left, having a central angle of 20°45'30" and a radius of 500.00 feet, a distance of 181.15 feet; thence S 01°02'49"E, a distance of 179.56 feet; thence N88°57'11"E, a distance of 954.86 feet; thence S 01°33'17"E, a distance of 210.18 feet to the SE corner of the said W ½ of the SW 14 of Section 21; thence S 89°02'27"W, along the south line of the said W ½ of the SW 14 of Section 21, a distance of 1328.17 feet to the said SW corner of Section 21 and the **POINT OF BEGINNING.**

Said **P ARCEL 4** contains 19.968 acres, more or less (869,824 s.f., more or less).

SECTION 2.

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 3.

This Ordinance shall become effective immediately upon 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.

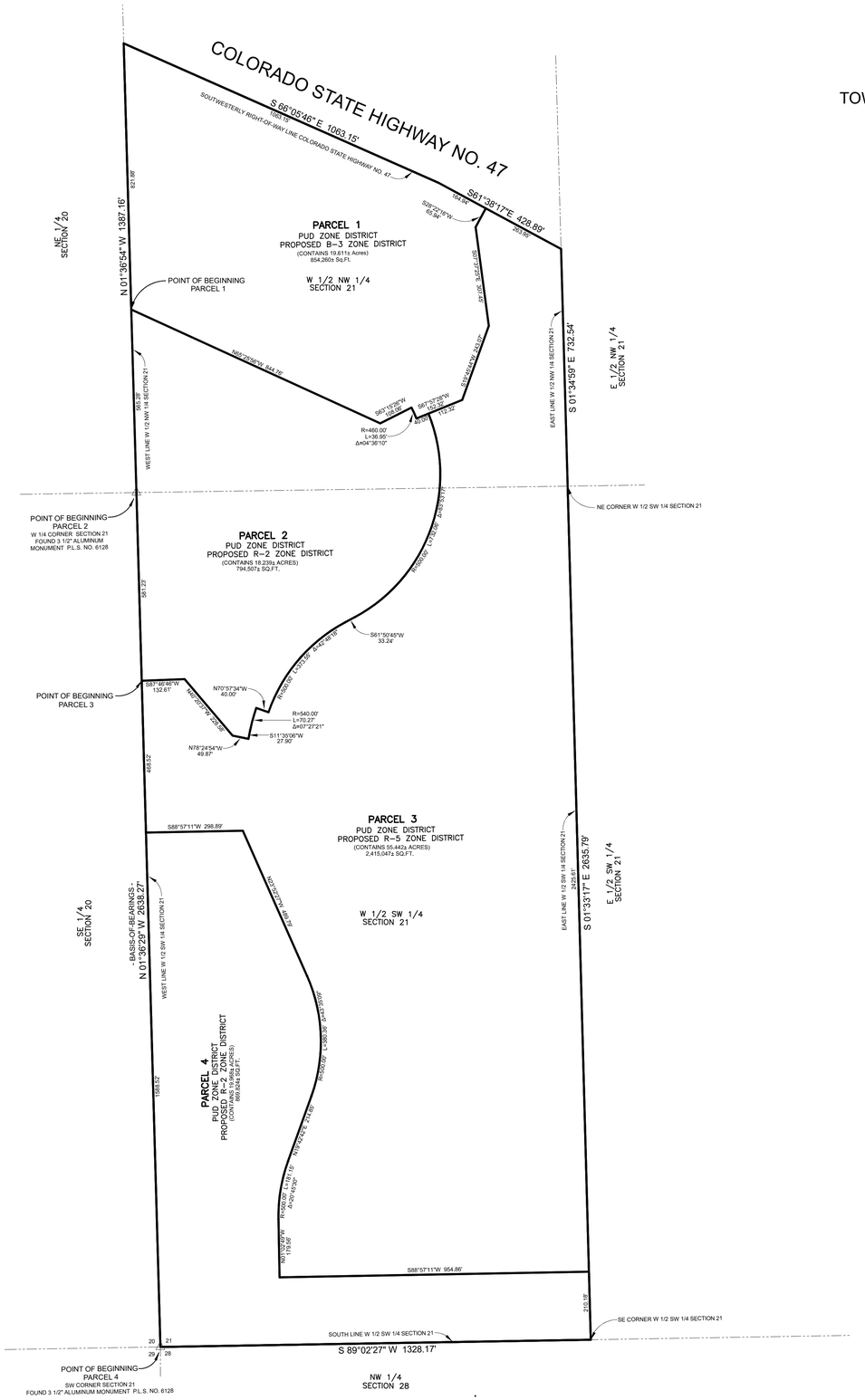
_____
President of City Council

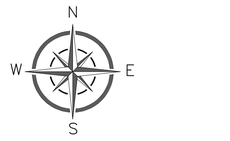
ATTEST

_____
City Clerk

REZONE EXHIBIT

THE W 1/2 OF THE SW 1/4, AND A PORTION OF THE W 1/2 OF THE NW 1/4 OF SECTION 21,
TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN. PUEBLO COUNTY, COLORADO.

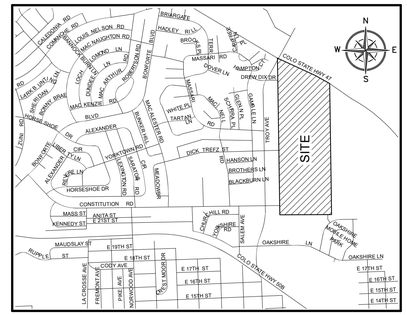




SCALE 1" = 200'

200' 100' 0 200' 400' 600'

SCALE IN FEET



VICINITY MAP

PARCEL 1

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1.) S66°05'46"E, a distance of 1063.15 feet;

2.) S61°38'17"E, a distance of 164.94 feet;

thence S28°22'16"W, a distance of 65.94 feet; thence S07°37'25"E, a distance of 307.45 feet; thence S19°45'44"W, a distance of 243.07 feet; thence S67°57'28"W, a distance of 152.32 feet; thence along the arc of a curve to the left having a central angle of 04°36'10" and a radius of 460.00 feet, a distance of 39.95 feet; thence S63°15'26"W, a distance of 108.06 feet; thence N65°25'56"W, a distance of 844.76 feet to a point on the said west line of the W ½ of the NW ¼ of Section 21 and the **POINT OF BEGINNING.**

Said **PARCEL 1** contains 19.611 acres, more or less (854,260 s.f., more or less).

PARCEL 2

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Said **PARCEL 2** contains 18.239 acres, more or less (794,507 s.f., more or less).

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Said **PARCEL 4** contains 19.968 acres, more or less (869,824 s.f., more or less).

NO.	DATE:	REVISIONS (COMMENTS)	CHECKED:

SHEET: 2 OF 5
DATE: 10-11-2023
SCALE: 1" = 200'

PROJECT: GAGLIANO ENGINEERING/BHUVI
DESCRIPTION: REZONING MAP
FIELD:
JOB NUMBER: 2019-548
DRAWN: RMS
FILE NAME: 2019-548 REZONING MAP
CHECKED: RGR
REF. JOB NO.

Cardinal Point Surveying Inc.
4601 Eagleridge Place, Suite 110
Pueblo, Colorado 81008
(719) 253-0874 - (719) 253-0878 fax

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Sarah Martinez
City Council Representative

city of PUEBLO colorado
Planning & Zoning Commission

Christopher Pasternak

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

MINUTES OF REGULAR MEETING
City of Pueblo, Colorado
Wednesday, February 14, 2024, 2024 – 3:30 p.m.
City Council Chambers, 1 City Hall Place

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

Commissioners Present*:* Mike Castellucci, Patrick Avalos, Lisa Bailey, Alexandra Aznar, Christopher Pasternak.

Commissioners Absent: Cheryl Spinuzzi, Sarah Martinez

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

Staff Members Absent: Beritt Odom, Principal Planner

Approval of the Agenda: Bailey motioned to move item Z-23-10, S-23-07, S-22-07 to the March 13, 2024, meeting and approve the agenda as amended. seconded by Aznar.

Motion Passed: 5-0

Public Hearing:

2. Z-23-12 Belmont Place Rezoning: Rezoning 113 acres from PUD to B-3 Highway and Arterial Business, R-2 Single Family Residential and R-5 Multiple Residential and Office District. Staff report by Wade Broadhead.

Hearing: Applicant Zach Thatcher was sworn in and spoke in favor of the application. No one spoke in opposition.

Commission Action: Bailey moved to recommend the application be referred to the City Council, seconded by Avalos.
Motion Passed: 5-0

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Sarah Martinez
City Council Representative

city of PUEBLO colorado
Planning & Zoning Commission

Christopher Pasternak

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

Z-23-12

TO:	City of Pueblo, Planning and Zoning Commission
FROM:	Wade Broadhead, Sr. Planner
THROUGH:	Scott Hobson, Acting Director of Planning and Community Development
DATE:	February 14, 2024
SUBJECT:	Belmont Place Rezoning
APPLICANT:	BHUVI Belmont Place LLC Joe Gagliano, Gagliano Engineering, Inc.
PROPERTY OWNER:	BHUVI Belmont Place LLC
LOCATION:	South of SH 47, North of Constitution Rd., East of Troy Avenue.
EXISTING ZONE:	Belmont Place, Planned Unit Development
PROPOSED ZONE:	R-2, R-5, and B-3
CONCURRENT REQUESTS:	Belmont Place Subdivision, S-22-07

REQUEST:
The applicant is requesting to rezone the current 114-acre Belmont Place Planned Unit Development to a combination of three zone districts: B-3, 19.77 acres; R-5, 55.29 acres; R-2, 38.21 acres to allow for commercial, commercial mixed use, and residential development.

STAFF REVIEW AND BACKGROUND:

The subject site is currently unimproved and is located east of Troy Avenue and south of Cesar Chavez Blvd. (SH 47). The area was annexed into the City in 1972 and is identified as a Urban Neighborhood by the Pueblo Comprehensive Plan. In 2002, the Planning and Zoning Commission approved the University Village South Master Development Plan (MP-02-3) that included this property. At that time, commercial, single-family, multi-family residential and mobile home uses were proposed. The site was zoned PUD in 2006, the Belmont Place PUD currently serves as the master plan for development as requirement by the Comprehensive Plan. The Belmont Place PUD guide was amended in 2021 (Ord. 9973) including an updated Land Use Summary, which designates C-1 Commercial along the northwest corner of the property, MFN-1 Mixed Multi Family residential housing in the middle of the property and SFG-1 single family residential located in the northwest and southern portion of the property.

The proposed zoning for the property closely mirrors the Land Use Map approved in the 2021 PUD Development Guide. The original PUD and the proposed rezoning include provisions to allow commercial, multifamily residential, single-family residential and park development. The applicant wishes to rezone the property to the City's standard zone districts and begin commercial development at the far northwest section of

the property, where Nottingham Drive is planned to extend east and south through the proposed development. The remaining southern portion of the property will be rezoned to R-2, Single Family Residential, and R-5, Multiple Residential and Office, which will be subdivided as non-buildable parcels in the Belmont Place, Filing No. 1 Subdivision and will require future re-subdivision prior to development. Similar to the current rezoning request, the Belmont Place PUD dedicated the northern portion of the development site for commercial uses, higher density residential within the central portion and along the eastern boundary of the site, and single family residential along the western boundary of the site, just south of the commercial area.

The northwestern portion of the property (Parcel 1 of the Rezone Exhibit) is proposed to be rezoned B-3, Highway and Arterial Business District, which will allow commercial development in the six large lots that are planned in the Belmont Place, Filing No. 1Subdivision. The R-2 zoning (Parcels 2 and 4 on the Rezone Exhibit) will be subdivided in Filing No. 1 as a non-buildable Parcels A and C in the Belmont Place, Filing No. 1 Subdivision. The R-2 zoning is located south of the B-3 Zone District along the western boundary of the development site. The R-5 zoning (Parcel 3 of the Rezone Exhibit) is located in the eastern and central portion of the development site and will be subdivided as non-buildable Parcel B in Belmont Place, Filing No. 1 Subdivision.

Evaluation of the proposed Zone Districts

1. B-3 (Parcel 1 on the Rezoning Exhibit): Contains 19.6 acres and is located directly east of an existing B-4 Zone District, which is developed with self-storage units and a Loaf n' Jug convenience store. Ceaser Chavez Blvd. (SH 47) is located north of the proposed B-3 Zone District providing a high degree of visibility for the proposed commercial development site. Multifamily uses are allowed as Use by Review in the B-3 Zone District.

2. R-5 (Parcel 3 on the Rezoning Exhibit): Contains55.44 acres and is tentatively planned to be developed with approximately 87-102 townhomes and multifamily structures as shown on the preliminary build out site plan (attached). The proposed townhomes will be located east of Nottingham Drive backing up to the large arroyo and future greenspace. The multifamily zoning allows for townhomes to occupy the narrow area of developable land between Nottingham and the arroyo, an area that would be poorly suited for large lot, traditional single-family development. The R-5 zoning is located in the non-buildable parcels intended for future development.

3. R-2 (Parcels 2 and 4 on the Rezoning Exhibit): Contains 38.21 acres designated as R-2 are tentatively planned to be subdivided for approximately 91 single family homes. The preliminary site plan indicates that single family homes will be constructed adjacent to the southern boundary of the commercial B-3 development area and along the western boundary of the development site, adjacent to an existing mobile home park. Pueblo's commercial landscape code requires future commercial development to provide a landscape buffer between commercial and residential development. The buffer consists of a 10-foot landscape area and a minimum 6-foot-tall opaque fence, mitigating noise and glare associated with commercial development. Furthermore, there is a twenty-foot drainage and utility easement at the rear of the proposed commercial lots, providing an extra setback of building and use separation between future homes and commercial uses.

CHARACTER AND COMPATIBILITY

Site Character: The site is characterized by unimproved prairie and a large arroyo and located to the east of an established mobile home park, a 97-unit apartment complex, a mini storage development, and convenience store.

R-2 District Regulations:

Lot Area
Single-Family: 5,000 sq. ft.

Minimum
Lot Width: 50-feet
Max Building
Height: 35-ft.

B-3, District Regulations

Lot Area
Single-Family: 5,000 sq. ft.

Minimum
Lot Width: 50-feet

Max Building
Height: 50-ft.

R-5, District Regulations

Lot Area
Single-Family: 3-4,000 sq. ft.* based on number of units

Minimum
Lot Width: 50-feet

Max Building
Height: Unlimited, Sec. 17-4-6 for info over 35'

Neighborhood Compatibility:

North	S-1 and B-4, Hwy 50 Bypass and unimproved commercial land.
East	R-2 and County A-1, Unimproved land
South	R-4 and R-2, unimproved R-4 and Oakshire Hills single-family home subdivision.
West	• B-4, self-storage units • R-4, multifamily residential and unimproved land R-7, mobile home park

Comprehensive Plan: The rezoning area is designated as Urban Neighborhood by the "Pueblo Regional Comprehensive Plan, 2022." According to the Comprehensive Plan, Urban Neighborhoods are predominantly single-family detached and attached homes, duplexes and townhomes. The Urban Neighborhood category also states that "neighborhood-scale commercial retail and services" are supporting uses. The residential density can be between six to sixteen units per acre. The plan states that new neighborhoods should be designed with a mix of housing types, and pedestrian and bicycle connectivity should be provided within and between neighborhoods (Policy – 1.1.2.). The recommended density for Urban Neighborhoods is six to fifteen units per acre. The preliminary site plan for the Belmont Place Development shows densities of 1.5 and 2. 4 units per acre, well below those allowed by the Comprehensive Plan.

RECOMMENDED ACTION:

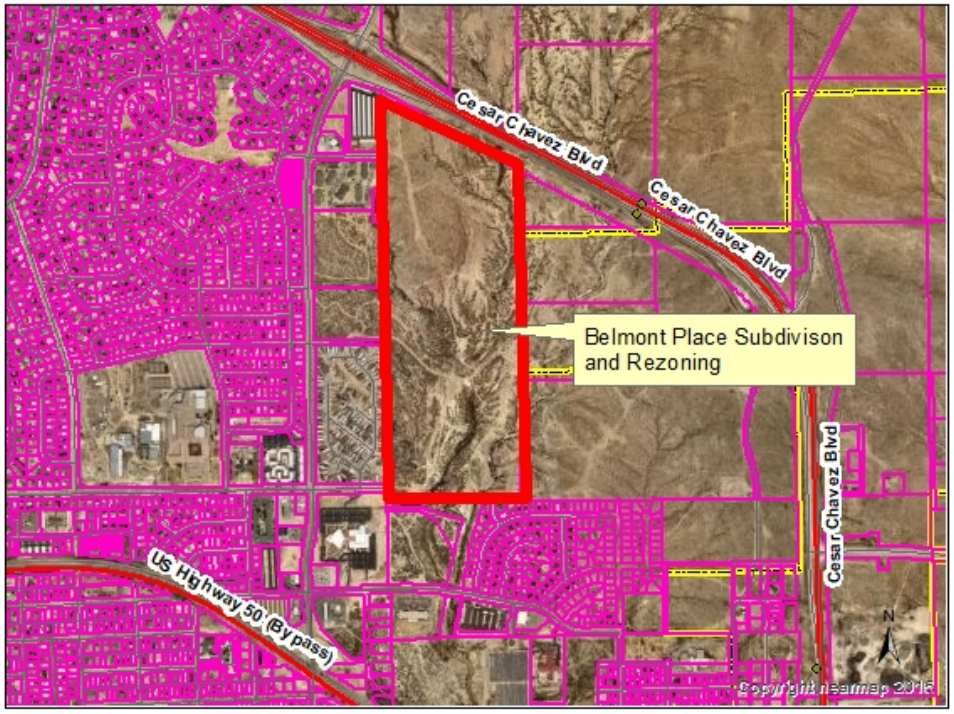
If the Planning and Zoning Commission finds the rezoning request furthers the goals and objectives of the Comprehensive Plan, a recommendation of approval to City Council is appropriate with the following condition:

REFERRAL AGENCIES AND COMMENTS:

- City Public Works-No comment
- 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-No comment

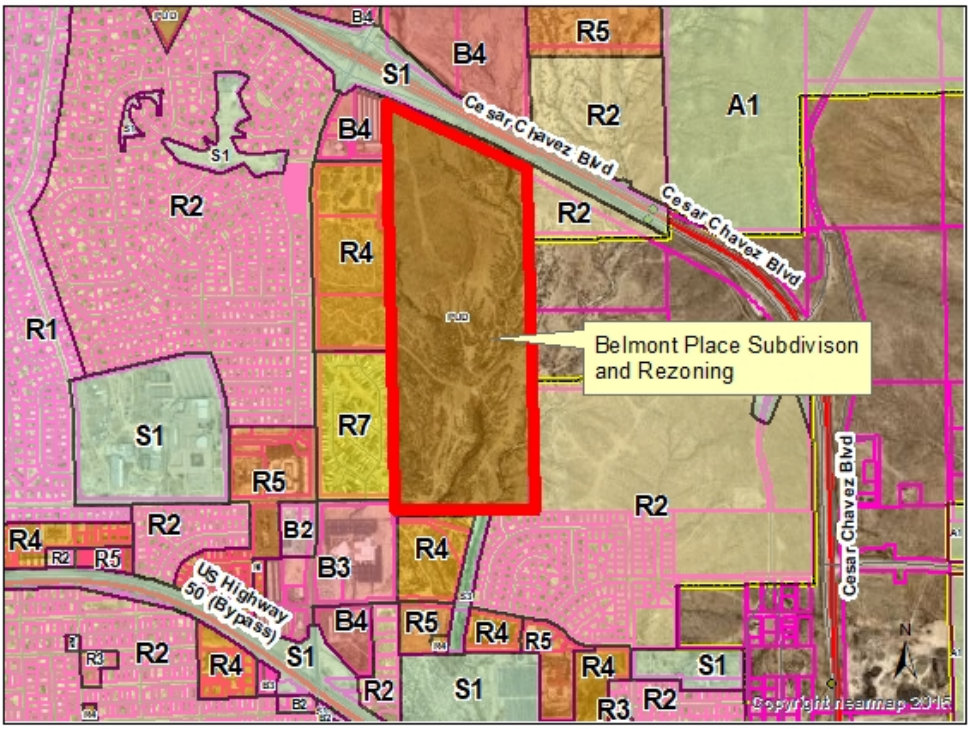
ATTACHMENTS:

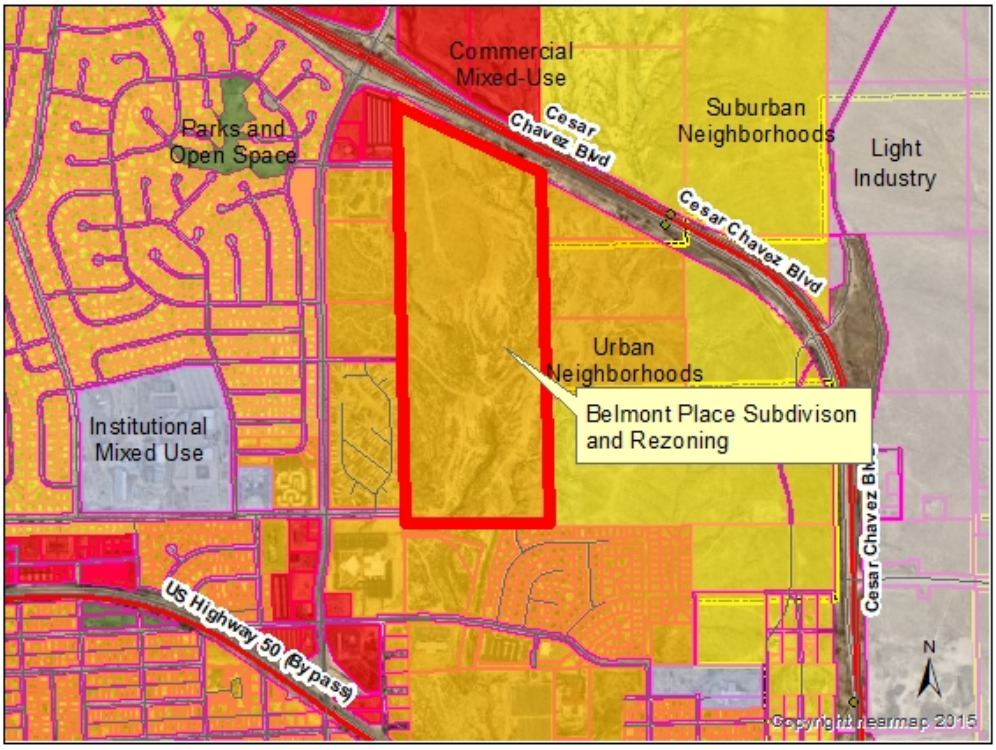
A. Aerial Photograph
B. Zoning Map
C. Comprehensive Plan Map
D. Site Photographs
E. Application and Zoning Exhibit



Aerial Map

Zoning Map





Comprehensive Plan Map



Public Notice



Belmont Place PUD looking east from Dick Trefz St.



Belmont Place PUD looking north from Dick Trefz St.

City of Pueblo PLACE

10/17/2023

PZ-23-55

Planning & Zoning Commission Applications
Status: Active
Submitted On: 10/11/2023

Primary Location
0 400000172
PUEBLO, CO 81002

Owner
BHUVI BELMONT PLACE LLC
44330 MERCURE CIR STE 1005 DULLES , VA 20166-2086

Applicant
Zach Thatcher
719-547-7073
zthatcher@6-delta.com
1740 Eagleridge Blvd
Pueblo, Colorado 81008

Hearing Information (Office Use Only)

Number of cases
1

Address Validation by GIS?
☐

Planner Assigned
–

Case 1 - Number
Z-23-12

P&Z

P&Z Hearing Date
11/08/2023

Case 1 - P&Z Hearing Results
–

City Council

City Council Hearing Date - First Reading
–

City Council Hearing Date - Final Reading
–

Case 1

Case 1 - City Council Hearing Results
–

Case 1 - Ordinance Number

Case 1 - Recording Number, if applicable

Engineer, if applicable

Name
Joseph V Gagliano

Company
Gagliano Engineering

Address	Zip
1740 Eagleridge Blvd	81008
Phone Number	**Email**
719-547-7073	jvg@incasys.com

Surveyor, if applicable

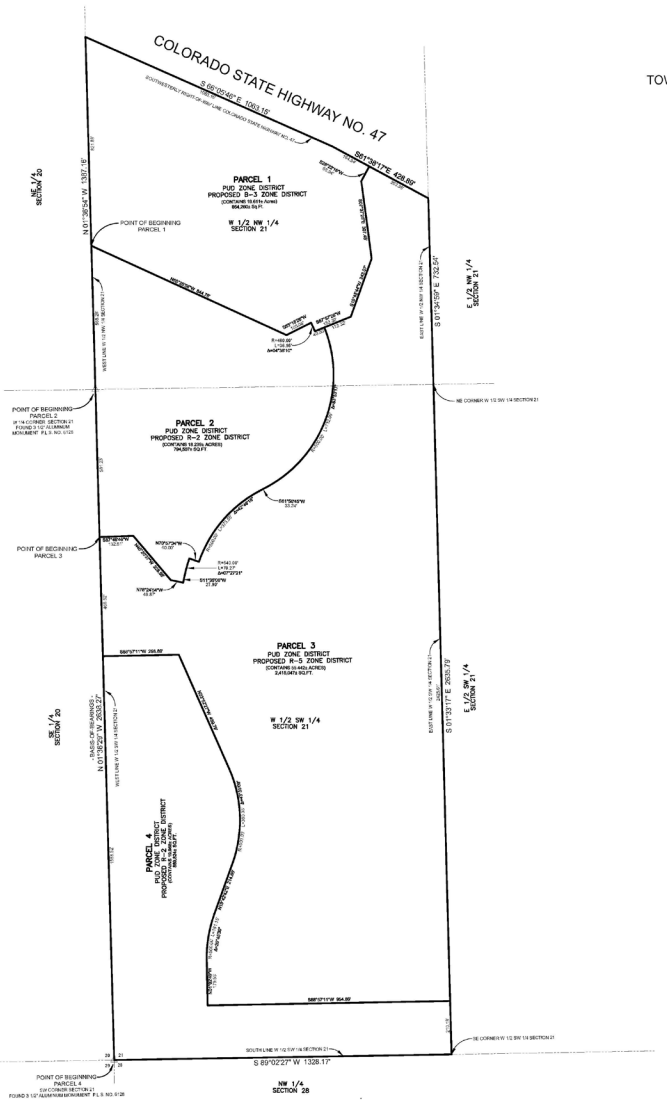
Name	Company
Randy Reeves	Cardinal Points
Address	**Zip**
Phone Number	**Email**

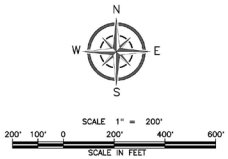
Type of Application(s)

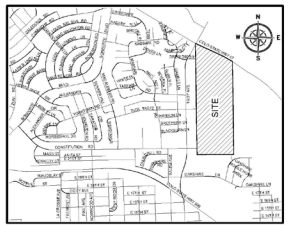
1041 Pre-Application (Areas and Activities of State Interest) ☐	1041 Permit (Areas and Activities of State Interest) ☐
Annexation ☐	Annexation Agreement Amendment ☐
Appeal ☐	Comp Plan Amendment ☐
Master Plan/Master Development Plan ☑	Master Sign Plan ☐
Metropolitan District Service Plan ☐	Overall Development Plan ☐
PUD Development Guide Amendment ☐	Rearrangement of Property Boundaries (Lot Line Rearrangement) ☐
Rezoning (Zoning Map Amendment) ☑	Site Plan Review ☐
Special Area Plan (SAP) ☐	Special Use Permit ☐

REZONE EXHIBIT

THE W 1/2 OF THE SW 1/4, AND A PORTION OF THE W 1/2 OF THE NW 1/4 OF SECTION 21,
TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN. PUEBLO COUNTY, COLORADO.







VICINITY MAP

PARCEL 1

A parcel of land located within a portion of the W ½ of the NW ¼ of Section 21, Township 20 South, Range 64 West of the Sixth Principal Meridian, being more particularly described as follows:

BEGINNING at a point on the west line of the said W ½ of the NW ¼ of Section 21; from which the W ¼ of said Section 21 bears S01°36'54"E (bearings based on the west line of the W ½ of the SW ¼ of said Section 21, monumented at each end with a 3 ½" aluminum monument P.L.S. No. 6128), a distance of 565.28 feet; thence N01°36'54"W along said west line of the W ½ of the NW ¼ of Section 21, a distance of 821.88 feet to a point on the southwesterly right-of-way line of Colorado State Highway No. 47; thence along said southwesterly right-of-way line, the following two (2) courses:

1.) S69°05'46"E, a distance of 1063.15 feet;

2.) S61°38'17"E, a distance of 164.94 feet;

thence S28°22'16"W, a distance of 65.94 feet; thence S07°37'25"E, a distance of 307.45 feet; thence S19°45'44"W, a distance of 243.07 feet; thence S67°57'28"W, a distance of 152.32 feet; thence along the arc of a curve to the left having a central angle of 04°36'10" and a radius of 460.00 feet, a distance of 39.95 feet; thence S03°15'26"W, a distance of 108.06 feet; thence N65°25'56"W, a distance of 844.76 feet to a point on the said west line of the W ½ of the NW ¼ of Section 21 and the **POINT OF BEGINNING.**

Said **PARCEL 1** contains 19.611 acres, more or less (854,260 s.f., more or less).

PARCEL 2

A parcel of land located within a portion of the W ½ of the NW ¼ and within a portion of the W ½ of the SW 1/4 of Section 21, Township 20 South, Range 64 West of the Sixth Principal Meridian, being more particularly described as follows:

BEGINNING at the W ¼ corner of said Section 21; thence N01°36'54"W (bearings based on the west line of the W ½ of the SW ¼ of said Section 21, monumented at each end with a 3 ½" aluminum monument P.L.S. No. 6128), along said west line of the W ½ of the NW ¼ of Section 21, a distance of 565.28 feet; thence S65°25'56"E, a distance of 844.76 feet; thence N63°15'26"E, a distance of 108.06 feet; thence along the arc of a curve to the right having a central angle of 04°36'10" and a radius of 460.00 feet, a distance of 36.95 feet; thence N67°57'28"E, a distance of 40.00 feet; thence along the curve to the right having a central angel of 83°53'17" and a radius of 500.00 feet, a distance of 732.06 feet; thence S61°50'45"W, a distance of 33.24 feet; thence along the arc of a curve to the left, having a central angle of 42°48'18" and a radius of 500.00 feet, a distance of 373.55 feet; thence N70°57'34"W, a distance of 40.00 feet; thence along the arc of a curve to the left, having a central angle of 07°27'21" and a radius of 540.00 feet, a distance of 70.27 feet; thence S11°35'06"W, a distance of 27.80 feet; thence N78°24'54"W, a distance of 49.87 feet; thence N04°20'37"W, a distance of 228.58 feet; thence S87°46'46"W, a distance of 132.61 feet to a point on the said west line of the W ½ of the SW ¼ of Section 21; thence N01°36'29"W, along said west line of the W ½ of the SW ¼ of Section 21, a distance of 581.23 feet to the **POINT OF BEGINNING.**

Said **PARCEL 2** contains 18.239 acres, more or less (794,507 s.f., more or less).

PARCEL 3

A parcel of land located within a portion of the W ½ of the NW ¼ and within a portion of the W ½ of the SW 1/4 of Section 21, Township 20 South, Range 64 West of the Sixth Principal Meridian, being more particularly described as follows:

BEGINNING at a point on the west line of the said W ½ of the SW ¼ of Section 21 from which the W ¼ corner of said Section 21 bears N01°36'29"W (bearings based on the west line of the W ½ of the SW ¼ of said Section 21, monumented at each end with a 3 ½" aluminum monument P.L.S. No. 6128); a distance of 581.23 feet; thence N87°46'46"E, a distance of 132.61 feet; thence S40°20'37"E, a distance of 228.58 feet; thence S78°24'54"E, a distance of 49.87 feet; thence N11°35'06"E, a distance of 27.80 feet, thence along the curve to the right having a central angel of 07°27'21" and a radius of 540.00 feet, a distance of 70.27 feet; thence S70°57'34"E, a distance of 40.00 feet; thence along the arc of a curve to the right, having a central angle of 42°48'18" and a radius of 500.00 feet, a distance of 373.55 feet; thence N61°50'45"E, a distance of 33.24 feet; thence along the arc of a curve to the left, having a central angle of 83°53'17" and a radius of 500.00 feet, a distance of 732.06 feet; thence N67°57'28"E, a distance of 152.32 feet; thence N19°45'44"E, a distance of 243.07 feet; thence N07°37'25"W, a distance of 307.45 feet; thence N28°22'16"E, a distance of 65.94 feet to a point on the southwesterly right-of-way line of Colorado State Highway No. 47; thence S61°38'17"E, along said southwesterly right-of-way line, a distance of 263.95 feet to a point of the east line of the said W ½ of the NW ¼ of Section 21; thence S 01°34'59"S, along said east line of the W ½ of the NW ¼ of Section 21, a distance of 732.54 feet to the NE corner of the said W ½ of the NW ¼ of Section 21; thence S01°33'17"E, along said east line of the W ½ of the SW ¼ of Section 21, a distance of 2423.61 feet ; thence S88°57'11"W, a distance of 954.86 feet; thence N01°02'49"W, a distance of 179.56 feet; thence along the arc of a curve to the right, having a central angle of 20°45'30" and a radius of 500.00 feet, a distance of 181.15 feet; thence N 19°42'42"E, a distance of 214.85 feet; thence along the arc of a curve to the left, having a central angle of 43°35'09" and a radius of 500.00 feet, a distance of 380.36 feet; thence N 23°52'27"W, a distance of 489.79 feet; thence S88°57'11"W, a distance of 298.89 feet to a point on the said west line of the W ½ of the SW ¼ of Section 21; thence N01°36'29"W, along said west line of the W ½ of the SW ¼ of Section 21, a distance of 1588.52 feet to the **POINT OF BEGINNING.**

Said **PARCEL 3** contains 55.442 acres, more or less (2,415,047 s.f., more or less).

PARCEL 4

A parcel of land located within a portion of the W 1/2 of the SW 1/4 of Section 21, Township 20 South, Range 64 West of the Sixth Principal Meridian, being more particularly described as follows:

BEGINNING at the SW corner of said Section 21; thence N01°36'29"W (bearings based on the west line of the W ½ of the SW ¼ of said Section 21, monumented at each end with a 3 ½" aluminum monument P.L.S. No. 6128), along said west line of the W ½ of the SW ¼ of Section 21, a distance of 1588.52 feet; thence S88°57'11"E, a distance of 298.89 feet; thence S23°52'27"E, a distance of 489.79 feet; thence along the arc of a curve to the right having a central angle of 43°35'09" and a radius of 500.00 feet, a distance of 380.36 feet; thence S 19°42'42"W, a distance of 214.85 feet; thence along the arc of a curve to the left, having a central angle of 20°45'30" and a radius of 500.00 feet, a distance of 181.15 feet; thence S 01°02'49"E, a distance of 179.56 feet; thence S88°57'11"E, a distance of 954.86 feet; thence S 01°33'17"E, a distance of 210.18 feet to the SE corner of the said W ½ of the SW 1/4 of Section 21; thence S 89°02'27"W, along the south line of the said W ½ of the SW 1/4 of Section 21, a distance of 1328.17 feet to the said SW corner of Section 21 and the **POINT OF BEGINNING.**

Said **PARCEL 4** contains 19.968 acres, more or less (869,824 s.f., more or less).

NO.	DATE:	REVISIONS (COMMENTS)	CHECKED:

SHEET: 2 OF 5
DATE: 10-11-2023
SCALE: 1" = 200'
PROJECT: GAGLIANO ENGINEERING/BHJM
DESCRIPTION: REZONING MAP
FIELD:
DRAWN: RMS
CHECKED: RGR
JOB NUMBER: 2019-048
FILE NAME: 2019-048 REZONING MAP
REF. JOB NO.

Cardinal Point Surveying Inc.
1607 Cedarridge Place, Suite 110
Pueblo, Colorado 81008
(719) 252-0851 – (719) 252-0878

January 24, 2024

The City Planning and Zoning Commission will hold a public hearing on a request from **Joseph Gagliano** for the approval of the following applications, generally located East of Troy Ave from Highway 50 south to Constitution Ave.

Z-23-12 Belmont Place Rezoning: Rezoning 113 acres from PUD to B-3, Highway and Arterial Business; R-2, Single Family Residential; and R-5, Multiple Residential and Office District.
S-22-07 Belmont Place Subdivision: Subdivision of 113 acres into commercial lots and non-buildable parcels for future development.

The Planning and Zoning Commission meeting will be held on **February 14, 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=WUdnaHVGbnlCdHRrUHNFZnpPWG1Ydz09
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 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: Z-23-04

CERTIFICATION

I hereby certify that I did this day cause written notice of the public hearing on the proposed Zoning Map Amendment of the property located South of Red Creek Springs Road and north of the Kingsroyal Blvd terminus to be sent to the attached list of owners of the real property lying within three hundred (300) feet of the said property on which the Zoning Map Amendment 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.

June 27, 2023
(Date)

PUEBLO PLANNING & ZONING COMMISSION

By Cindy Capuchin

I hereby certify that I did this day verify and photograph the posted notice of the public hearing on the Zoning Map Amendment of the property located at South of Red Creek Spngs Road and north of the Kingsroyal Blvd. terminus, upon which action is pending as set forth in the Code of Ordinances, Section 17-6-2.

June 27, 2023
(Date)

PUEBLO PLANNING & ZONING COMMISSION

By Cindy Capuchin

Owner	OwnerStree	OwnerCity	OwnerZip
MONTOYA DUSTIN/MONTOYA DANTE/MONT	1 ALTADENA DR	PUEBLO	81005-2963
PUEBLO GROUP LLC + C/O HEARTLAND BANK	14125 CLAYTON RD	CHESTERFIELD	63017-8355
HOUSING AUTHORITY OF PUEBLO	1414 N SANTA FE AVE	PUEBLO	81003-3732
OAKSHIRE HILLS II LLLP	1414 N SANTA FE AVE	PUEBLO	81003-3732
ANDREWS BUD M/ANDREWS CATHERINE L	16869 SW 65TH AVE APT 286	LAKE OSWEGO	97035-7865
JACOBS MEDINA DARIAN AARON + RAQUEL YVETTE	1943 CALDERWOOD PL	PUEBLO	81001-5674
PARK HILL ASSEMBLY OF GOD + COLORADO CORPORATION ,	2000 TROY AVE	PUEBLO	81001-5627
HOUSING AUTHORITY OF THE CITY OF PU	201 S VICTORIA AVE	PUEBLO	81003-3435
JOHNSON CHARLES	2030 CHELTON LN	PUEBLO	81001
PUEBLO POINTE MHC, LLC	2138 ESPEY CT STE 7	CROFTON	21114-2495
BHUVI BELMONT PLACE LLC	44330 MERCURE CIR STE 1005	DULLES	20166-2086
FOOTHILLS FARM RLLLP + C/O PATRICK A LEACH ,	4810 QUITA CT	PUEBLO	81001-1072
TRUONG TONY + VAN HIEN THI	948 SE 9TH AVE	POMPANO BEAC	33060-9508
PUEBLO GROUP LLC + C/O MIDLAND LOAN SERVICES INC ,	999 S LOGAN ST STE 300	DENVER	80209-5801

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: October 15, 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 BELMONT PLACE SUBDIVISION, FILING NO. 1

SUMMARY:

The applicant is requesting to subdivide 114-acres into six (6) commercial lots in two (2) blocks and create four (4) parcels reserved for future development. The proposed subdivision covers the area currently included within the Belmont Place Planned Unit Development.

PREVIOUS COUNCIL ACTION:

The applicant is concurrently requesting to rezone (Z-23-12) the current 114-acre Belmont Place, Planned Unit Development to a combination of three zone districts to allow for commercial, commercial mixed use, and residential development.

BACKGROUND:

The subject site is currently unimproved and is located east of Troy Avenue and south of the Hwy 50 Bypass. The applicant proposes to subdivide the property into six lots measuring from 81,000 sq. ft. to 200,000 sq. ft. for commercial development. The remaining ninety-one (91) acres will be divided into four non-buildable parcels (A-D) and ten acres (10) of right of way. The development site is characterized by scrub prairie and is generally flat in the northwest portion of the site. The eastern and southern portion of the development site is marked by deep arroyos requiring development to occur in multiple phases, to fund the necessary infrastructure to develop the site with the challenging topography. The purpose of Parcels A, B, C, and D is to allow development to occur in phases. Each parcel must be re-subdivided for the planned development prior to building permit approvals. The area was annexed into the City in 1972 and is identified as an Urban Neighborhood by the 2022 Pueblo Comprehensive Plan. In 2002, the Planning and Zoning Commission approved the University Village South Master Development Plan (MP-02-3) that included this property, the site was zoned PUD in 2006, the Belmont Place PUD currently serves as

the master plan for development. The PUD guide was amended in 2021 (Ord. 9973) and included an updated Land Use Summary with commercial, multifamily, and single family uses. The applicant has a concurrent rezoning application for the property, Z-23-12, to use traditional zone districts that closely match the land use approved in the original PUD. In 2002 two sanitary sewer easements were dedicated to the City of Pueblo by Separate Instrument to hold a future sewer line inside of what is now the proposed Parcel B in the proposed Belmont Place, Filing No. 1 Subdivision. The sanitary sewer line was later constructed outside of the dedicated easements. The current proposed plat will create a twenty-foot sanitary sewer and maintenance road easement inside Parcel B in the center of the property. The proposed platted, sanitary sewer easement reflects the current location of the sanitary sewer line and stretches from the center of the eastern property boundary southwest to Nottingham Drive where it follows the street right of way to the south. The other two older easements that do not cover the sanitary sewer line will be released in the future by the City. The City's transportation network will be extended as part of this subdivision. The right-of-way will be platted for Nottingham Drive to continue south, and it will have a temporary dead-end cul-de-sac until filing two is submitted. The design for the cul-de-sac will be handled in Part Two Submittal of the subdivision submittal with the Public Works Department. Right-of-way for an easterly extension of Constitution Road and a small connection with Cicada Drive in the south portion of the property are also being platted. A traffic study will be required before Part II of the Subdivision will be approved. Staff noted that future filings and re-subdivisions of the parcels, slated for future development may involve additional right-of-way for the roundabouts or arroyos crossing depending on use, intensity, and future engineering.

FINANCIAL IMPLICATIONS:

There are no financial implications for the City.

BOARD/COMMISSION RECOMMENDATION:

The Planning and Zoning Commission, at their February 14, 2024 Regular Meeting, voted 5-0 to recommend approval once conditions 1-9 are met, Commissioners Martinez and Spinuzzi absent.

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 site.

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-22-07 Combined Attachments

ORDINANCE NO.

AN ORDINANCE APPROVING THE BELMONT PLACE SUBDIVISION, FILING NO. 1

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

SECTION 1.

The final plat of the Belmont Place Subdivision, Filing No. 1 being a subdivision of land legally described as:

THE WEST 1/2 OF THE SOUTHWEST 1/4 AND THAT PORTION OF THE WEST 1/2 OF THE NORTHWEST ¼ IN SECTION 21, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN, LYING SOUTH OF THE SOUTHERLY RIGHT OF WAY LINE OF COLORADO STATE HIGHWAY NO. 47, COUNTY OF PUEBLO, STATE OF COLORADO.

SAID PARCELS CONTAINS 113.26 ACRES MORE OR LESS, (4,933,639 S.F MORE OR LESS).

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-l0-l0l, 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 _____.

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

BELMONT PLACE FILING NO. 1

THE W 1/2 OF THE SW 1/4, A PORTION OF THE SW 1/4 OF THE NW 1/4, AND A PORTION OF THE NW 1/4 OF THE NW 1/4 OF SECTION 21, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN. PUEBLO COUNTY, COLORADO.

KNOW ALL MEN BY THESE PRESENTS: THAT BHUVI BELMONT PLACE LLC, A COLORADO LIMITED LIABILITY COMPANY BEING THE SOLE OWNER OF THE FOLLOWING DESCRIBED PARCEL OF LAND:

THE WEST 1/2 OF THE SOUTHWEST 1/4 AND THAT PORTION OF THE WEST 1/2 OF THE NORTHWEST 1/4 IN SECTION 21, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN, LYING SOUTH OF THE SOUTHERLY RIGHT OF WAY LINE OF COLORADO STATE HIGHWAY NO. 47, COUNTY OF PUEBLO, STATE OF COLORADO.

SAID PARCELS CONTAINS 113.26 ACRES MORE OR LESS, (4,933,639 S.F MORE OR LESS).

HAS CAUSED THE AFOREGOING DESCRIBED PROPERTY TO BE SURVEYED, PLATTED AND SUBDIVIDED INTO LOTS, BLOCKS, STREETS AND PARCELS AND HAS SHOWN HEREON CERTAIN EASEMENTS FOR DRAINAGE, PUBLIC UTILITY AND SANITARY SEWER 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 BELMONT PLACE FILING NO. 1. PARCELS A THROUGH D ARE HERBY RESERVED AS DRAINAGE EASEMENTS FOR FUTURE DEVELOPMENT AND ARE NON BUILDABLE PARCELS WITIN FILING NO. 1.

ALL ROADWAYS, EASEMENTS FOR DRAINAGE, ALL PUBLIC UTILITIES AND PARCELS A THROUGH D FOR THE PURPOSE OF DETENTION SHOWN HEREON ARE HEREBY DEDICATED TO THE PUBLIC FOR PERPETUAL USE.

DRAINAGE FACILITIES LOCATED WITHIN DRAINAGE EASEMENTS SHOWN HEREON SHALL BE INSTALLED, REPAIRED AND MAINTAINED IN GOOD WORKING ORDER AND CONDITION BY THE OWNER(S) OF ALL LOTS WITHIN THE SUBDIVISION. THE CITY OF PUEBLO IS HEREBY GRANTED THE RIGHT BUT NOT THE OBLIGATION IN ITS DESCRIPTION OT MAINTAIN, REPAIR OR REPLACE THE DRAINAGE FACILITIES WITHIN SUCH EASEMENTS AND TO RECOVER THE COSTS THEREOF, PLUS ADMINISTRATIVE EXPENSES FORM SAID OWNER(S). ALL DRAINAGE EASEMENTS SHALL BE FURTHER SUBJECT TO A STORMWATER FACILITY MAINTENANCE AGREEMENT FOR EACH LOT DATED _____ AND FILED CONTEMPORANEOUSLY WITH THE ANNEXED PLAT.

PUBLIC UTILITY EASEMENTS AND DRAINAGE EASEMENTS ARE HEREBY DEDICATED TO THE PUBLIC.

EACH COMMERCIAL LOT SHALL HAVE ITS OWN DETENTION AND WATER QUALITY FACILITIES WHICH SHALL BE INSTALLED, REPAIRED, AND MAINTAINED IN GOOD WORKING ORDER AND CONDITION BY THE OWNER(S) OF THE LOTS UPON WHICH THE FACILITIES ARE LOCATED. THE CITY OF PUEBLO IS HEREBY GRANTED THE RIGHT BUT NO THE OBLIGATION IN ITS DISCRETION TO MAINTAIN, REPAIR OR REPLACE THE DRAINAGE FACILITIES WITHIN SUCH EASEMENTS AND TO RECOVER THE COSTS THEREOF, PLUS ADMINISTRATIVE EXPENSES FROM SAID OWNER(S).

DRAINAGE DETENTION, AND WATER QUALITY FACILITIES SHALL BE DESIGNED AND INSTALLED AT THE TIME OF SITE DEVELOPMENT AND/OR DEVELOPMENT INCLUDING AN O & M MANUAL FOR EACH DRAINAGE FACILITY.

"A FORMAL ENVIRONMENTAL ASSESSMENT FOR THIS SUBDIVISION HAS NOT BEEN PERFORMED; HOWEVER, TO THE BEST OF THE UNDERSIGNED OWNER'S KNOWLEDGE, INFORMATION, AND BELIEF, THERE ARE NO KNOWN HAZARDOUS SUBSTANCES PRESENT WITHIN THIS SUBDIVISION."

IN WITNESS WHEREOF THE FOLLOWING HAVE SET THEIR HAND:

_____ _____

BHUVI BELMONT PLACE LLC, DATE
A COLORADO LIMITED LIABILITY COMPANY
BY: MADHUSUDHAN KOPPARAPU, MANAGING DIRECTOR

STATE OF COLORADO)
)S.S.
COUNTY OF PUEBLO)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS_____ DAY OF _____, 2024 BY MADHUSUDHAN KOPPARAPU, MANAGING DIRECTOR OF BHUVI BELMONT PLACE LLC, A COLORADO LIMITED LIABILITY COMPANY.

_____ MY COMMISSION EXPIRES: _____
NOTARY PUBLIC

IMPROVEMENTS CERTIFICATION:

THIS IS TO CERTIFY THAT THE SUBDIVIDER HAS COMPLIED WITH ALTERNATE NO. 4 OF TITLE 12-4-7 (J) (1) AND SECTION 12-4-5(B), OF THE 1971 CODE OF ORDINANCES, CITY OF PUEBLO, COUNTY OF PUEBLO, STATE OF COLORADO.

_____ _____
DIRECTOR OF PUBLIC WORKS DATE

APPROVAL FOR RECORDING:

APPROVED BY THE CITY COUNCIL OF PUEBLO, COLORADO, BY _____ ORDINANCE NO. _____ . THIS IS TO CERTIFY THAT THE PLAT OF BELMONT PLACE, HAS BEEN APPROVED FOR RECORDING IN THE OFFICE OF THE PUEBLO COUNTY CLERK AND RECORDER OF PUEBLO COUNTY, COLORADO.

_____ _____
CITY CLERK **DATE**

LAND SURVEYOR'S CERTIFICATION:

I RANDY G. REEVES, A PROFESSIONAL LAND SURVEYOR REGISTERED IN THE STATE OF COLORADO, HEREBY CERTIFY TO BHUVI BELMONT PLACE LLC, A COLORADO LIMITED LIABILITY COMPANY, DO HEREBY STATE THAT A SURVEY OF THE ABOVE DESCRIBED PREMISES WAS CONDUCTED AND THIS PLAT OF BELMONT PLACE WAS PREPARED BY ME OR UNDER MY RESPONSIBLE CHARGE IN MARCH, 2022 AND IS BASED ON MY PROFESSIONAL LAND SURVEYING KNOWLEDGE, INFORMATION, AND BELIEF AND IS IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE. I FURTHER STATE THAT THIS IS NOT A GUARANTY OR WARRANTY, EITHER EXPRESSED OR IMPLIED.

_____ _____
RANDY G. REEVES DATE
PROFESSIONAL LAND SURVEYOR NO. 22101

NOTICE IS HEREBY GIVEN THAT ACCEPTANCE OF THIS PLATTED SUBDIVISION BY THE CITY OF PUEBLO, DOES NOT CONSTITUTE AN ACCEPTANCE OF DEDICATED PUBLIC ROADS PARK, AND OTHER PUBLIC IMPROVEMENTS FOR MAINTENANCE BY THE CITY. UNTIL SUCH PUBLIC IMPROVEMENTS MEET THE REQUIREMENTS, STANDARDS AND SPECIFICATIONS OF THE CITY, ITS SUBDIVISION ORDINANCE AND WHERE APPROPRIATE, ITS PARK'S DEPARTMENT SPECIFICATIONS, AND SUCH ARE SPECIFICALLY APPROVED AND ACCEPTED IN WRITING BY THE CITY DIRECTOR OF PUBLIC WORKS AND WHERE APPLICABLE, THE CITY DIRECTOR OF PARKS AND RECREATION, THE MAINTENANCE, CONSTRUCTION, AND ALL OTHER MATTERS PERTAINING TO OR AFFECTING SAID DEDICATED PUBLIC ROADS, PARK AND OTHER PUBLIC IMPROVEMENTS AND RIGHTS-OF-WAY ARE THE SOLE RESPONSIBILITY OF THE SUBDIVIDER OR ANY SUBSEQUENT OWNERS OF THE LAND WITHIN THIS SUBDIVISION, ET;

NOTES:

1.) A SEARCH FOR RECORDED RIGHTS OF WAY AND EASEMENTS WAS DONE BY LAND TITLE GUARANTEE COMPANY, ORDER NO. RND35065761, POLICY NO. PIB35065761.25646061 WITH AN EFFECTIVE DATE OF SEPTEMBER 21, 2023 AT 5:00 P.M.

2.) BEARINGS BASED ON THE COLORADO STATE PLANE COORDINATE SYSTEM OF 1983 (1992) SOUTH ZONE, ESTABLISHED ON THE LINE BETWEEN PUEBLO COUNTY GPS CONTROL MONUMENT NO. 1, TO PUEBLO COUNTY GPS CONTROL MONUMENT NO. 5, MONUMENTED AT EACH END WITH A 30" X 2 1/2" ALUMINUM MONUMENT P.L.S. NO. 16128, TO BEAR S 20°36'08" W.

3.) DISTANCES SHOWN HEREON, EXCEPT AS NOTED, ARE GROUND DISTANCES. THE COMBINATION FACTOR FOR THIS PLAT IS 1.000247878. 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 PLANE COORDINATE SYSTEM OF 1983 (1992) SOUTH ZONE ON THE NORTH AMERICAN DATUM OF 1983. THE GPS CONTROL MONUMENTS USED USED FOR THIS SURVEY ARE 1 AND 5.

4.) ALL DISTANCES SHOWN HEREON ARE IN U.S. SURVEY FEET.

5.) PARCELS A THROUGH D ARE RESERVED AS DRAINAGE EASEMENTS AND AT THIS TIME ARE NOT BUILD ABLE SITES. THESE PARCELS WILL BECOME BUILD ABLE SITES IN FUTURE FILINGS OF BELMONT PLACE.

PROPERTY MAY BE SUBJECT TO:

1. EXISTING LEASES AND TENANCIES, IF ANY.

2. EASEMENT GRANTED TO STATE DEPARTMENT OF HIGHWAYS, DIVISION OF HIGHWAYS, STATE OF COLORADO, BY INSTRUMENT RECORDED OCTOBER 11, 1977, IN BOOK 1905 AT PAGE 816. (LOCATED ON NORTH SIDE HIGHWAY NO. 47, DOES NOT AFFECT SUBJECT PROPERTY)

3. EACH AND EVERY RIGHT OR RIGHTS OF ACCESS TO AND FROM ANY PART OF THE RIGHT OF WAY OF COLORADO STATE HIGHWAY NO. 47, AS GRANTED TO THE STATE DEPARTMENT OF HIGHWAYS, DIVISION OF HIGHWAYS, STATE OF COLORADO IN INSTRUMENT RECORDED OCTOBER 11, 1977 IN BOOK 1905 AT PAGE 823. (CONVEYS THE RIGHT TO ACCESS HIGHWAY NO. 47, AFFECTS SUBJECT PROPERTY)

4. AN EASEMENT FOR ROAD RESERVED UNTO RICHARD F. LEACH, HIS HEIRS AND ASSIGNS, AS DISCLOSED IN DEED RECORDED NOVEMBER 6, 1986 IN BOOK 2315 AT PAGE 57. (CONVEYS PROPERTY TO OTERO SAVINGS & LOAN EXCEPT CDOT RIGHT-OF-WAY AND EASEMENT)

5. RIGHT OF WAY EASEMENT FOR SANITARY SEWER AND MAINTENANCE ROAD, AS GRANTED TO PUEBLO, A MUNICIPAL CORPORATION IN INSTRUMENT RECORDED JANUARY 11, 1991, IN BOOK 2528 AT PAGE 153. (EASEMENT 1 AFFECTS SUBJECT PROPERTY, EASEMENT 2 NORTH OR HIGHWAY NO. 47, DOES NOT AFFECT SUBJECT PROPERTY AND EASEMENT 3 WITHIN TROY AVENUE, NORTH OF HIGHWAY NO. 47 AND DOES NOT AFFECT SUBJECT PROPERTY)

6. RIGHT OF WAY EASEMENT FOR SANITARY SEWER AS GRANTED TO PUEBLO, A MUNICIPAL CORPORATION IN INSTRUMENT RECORDED APRIL 04, 2002 UNDER RECEPTION NO. 1433368. (AFFECTS SUBJECT PROPERTY)

7. RIGHT OF WAY EASEMENT FOR SANITARY SEWER AS GRANTED TO PUEBLO, A MUNICIPAL CORPORATION IN INSTRUMENT RECORDED NOVEMBER 06, 2002 UNDER RECEPTION NO. 1468269. (AFFECTS SUBJECT PROPERTY)

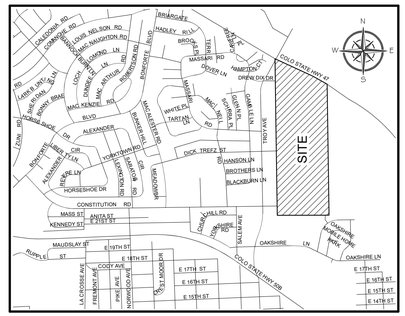
8. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE PUEBLO CONSERVANCY DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED AUGUST 01, 2007, UNDER RECEPTION NO. 1736292 AND RECORDED FEBRUARY 15, 2013 UNDER RECEPTION NO. 1934215 AND PUEBLO CONSERVANCY DISTRICT MAP RECORDED DECEMBER 11, 2009 UNDER RECEPTION NO. 1829096. (NOT SURVEY RELATED)

9. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN BELMONT PLACE 1ST AMENDMENT DEVELOPMENT GUIDE RECORDED JANUARY 06, 2009 UNDER RECEPTION NO. 1792273. AMENDED DEVELOPMENT GUIDE RECORDED AUGUST 12, 2021 UNDER RECEPTION NO. 2239101 AND RERECORDED FEBRUARY 28, 2023 UNDER RECEPTION NO. 2305546. (APPLIES AS APPLICABLE)

10. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN AMENDED AND RESTATED GAS EASEMENT RECORDED APRIL 04, 2023 UNDER RECEPTION NO. 2308822. (SHOWN HEREON)

11. LIEN EVIDENCED BY STATEMENT OF LIEN IN THE AMOUNT OF $415.70 RECORDED JUNE 20, 2023, UNDER RECEPTION NO. 2315909. (NOT SURVEY RELATED)

NOTICE:
ACCORDING TO C.R.S. 13-80-105, 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 CERTIFICATE SHOWN HEREON.



VICINITY MAP

NO.	DATE:	REVISIONS (COMMENTS)	CHECKED:
1	12-12-23	NOV 7, 2023 CITY COMMENTS	RGR
2	1-3-24	JAN 2, 2024 CITY COMMENTS	RGR

SHEET: 1 OF 5
DATE: 10-11-2023
SCALE: NONE

PROJECT: GAGLIANO ENG/BHUVI BELMONT PLACE, LLC
DESCRIPTION: BELMONT PLACE FILING NO. 1
FIELD: JOB NUMBER: 2019-548
DRAWN: RMS FILE NAME: 2019-548 PUD-SUB OVERALL OPT 3
CHECKED: RGR REF. JOB NO.

Cardinal Points Surveying Inc.
4601 Eagleridge Place, Suite 110
Pueblo, Colorado 81005
(719) 253-0874 - (719) 253-0878 fax

BELMONT PLACE FILING NO. 1

THE W 1/2 OF THE SW 1/4, A PORTION OF THE SW 1/4 OF THE NW 1/4, AND A PORTION OF THE NW 1/4 OF THE NW 1/4 OF SECTION 21, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN. PUEBLO COUNTY, COLORADO.

FOUND NO. 4 REBAR WITH YELLOW PLASTIC CAP P.L.S. NO. 16128
N=1596609.9330
E=3267408.9980

532.06'
S 66°05'46" E 1063.15'
COLORADO STATE HIGHWAY NO. 47
SOUTHWESTERLY RIGHT-OF-WAY LINE COLORADO STATE HIGHWAY NO. 47
250.05'
281.04'
164.94'
S61°38'17"E 428.89'
963.95'
S29°21'59"W 65.94'
N28°22'09"E 100.00'

LOT 1
TROY AVENUE CROSSING

581.89'

LOT 1
CONTAINS 4.592± ACRES
(200,042± SQ.FT.)

DRAINAGE EASEMENT
S66°05'46"E 139.90'
N23°54'14"E 155.72'
N62°05'46"W 122.29'
N23°54'14"E 114.36'
S66°05'46"E 132.23'
N23°54'14"E 25.17'
S66°05'46"E 145.13'
N23°54'14"E 111.95'
N64°11'00"W 124.90'
N23°54'14"E 25.17'
S66°05'46"E 124.90'
N23°54'14"E 105.43'

LOT 2
CONTAINS 2.736± ACRES
(119,176± SQ.FT.)

LOT 3
CONTAINS 2.939± ACRES
(127,992± SQ.FT.)

LOT 4
CONTAINS 3.544± ACRES
(154,383± SQ.FT.)

S25°01'34"W 424.25'
223.83'
288.13'
S25°01'34"W 478.15'
280.46'
S38°52'45"W 386.92'
124.90'

50' WIDE PUBLIC UTILITY EASEMENT AND DRAINAGE EASEMENT

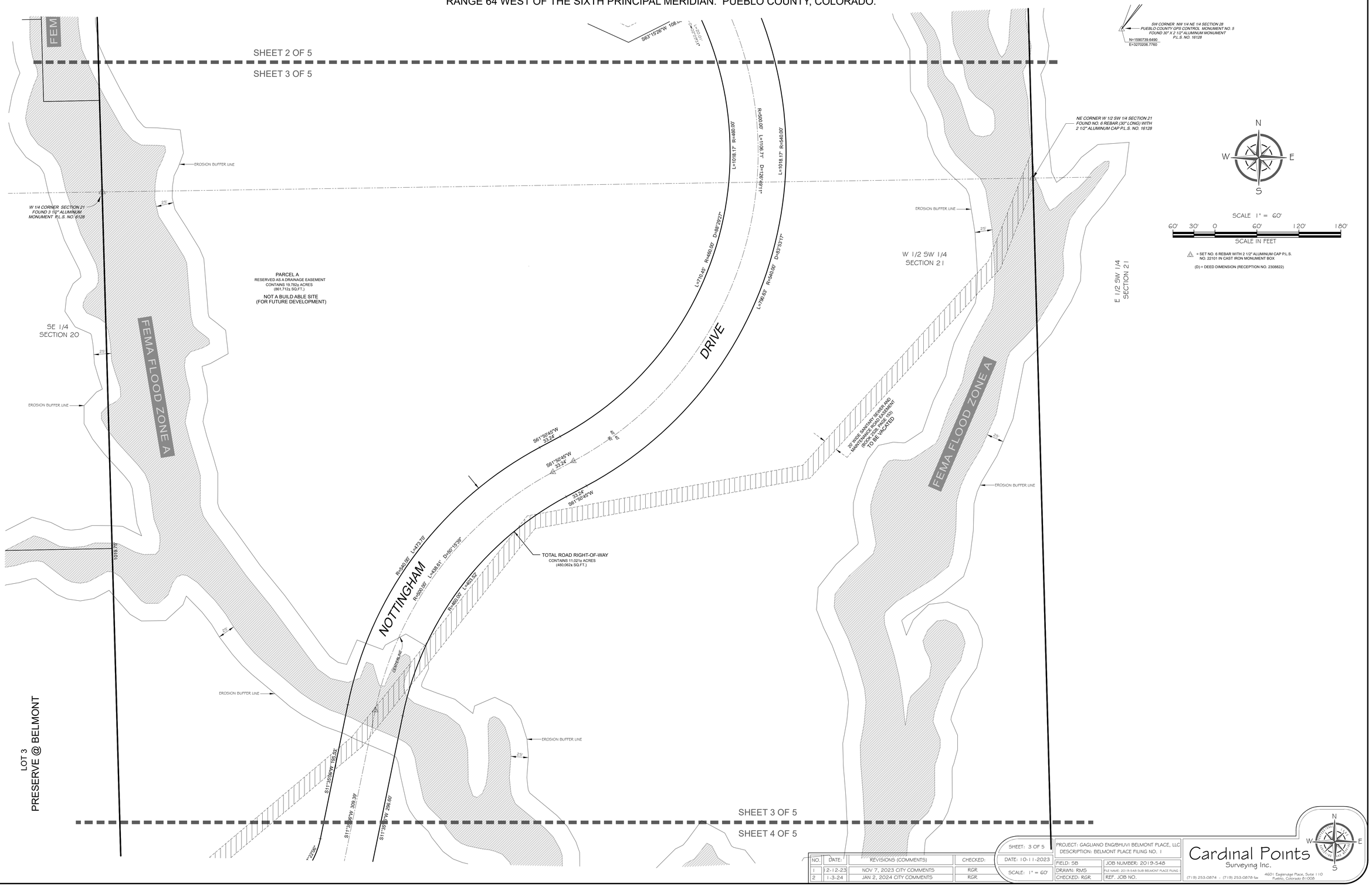
BLOCK 1

W 1/2 NW 1/4
SECTION 21

49.31'
N88°57'11"E
R=340.00' L=154.72'
48.91'
N88°57'11"E
R=300.00' L=136.52' D=26°04'22"
48.52'
N88°57'11"E
R=260.00' L=118.31'
L=96.79' D=21°19'50"
L=21.52'
D=04°44'53"
77.32'
260.00'
S64°58'26"E 540.22'
321.94'
S64°58'26"E 540.22'
212.90'
L=339.29'
D=83°31'02"
218.27'
L=240.51' R=165.00' Δ=83°31'02"
S67°57'28"W 12.32'
S19°45'44"W 284.07'
N67°57'28"E 17.32'
S63°15'26"W 108.00'
N63°15'26"E 108.00'
N65°28'56"W 844.76'
N65°28'56"W 344.13'
20' WIDE PUBLIC UTILITY EASEMENT AND DRAINAGE EASEMENT
436.70'
S63°15'26"W 83.80'
N79°59'34"W 122.64'
S64°58'26"E 40.00'
S63°15'26"W 55.00'
N63°15'26"E 55.00'
S63°15'26"W 53.80'
N63°15'26"E 53.80'
S63°15'26"W 101.92'
N63°15'26"E 101.92'
S63°15'26"W 101.92'
N63°15'26"E 101.92'
S63°15'26"W 101.92'
N63°15'26"E 101.92

BELMONT PLACE FILING NO. 1

THE W 1/2 OF THE SW 1/4, A PORTION OF THE SW 1/4 OF THE NW 1/4, AND A PORTION OF THE NW 1/4 OF THE NW 1/4 OF SECTION 21, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN. PUEBLO COUNTY, COLORADO.



NO.	DATE:	REVISIONS (COMMENTS)	CHECKED:
1	12-12-23	NOV 7, 2023 CITY COMMENTS	RGR
2	1-3-24	JAN 2, 2024 CITY COMMENTS	RGR

SHEET: 3 OF 5
DATE: 10-11-2023
SCALE: 1" = 60'

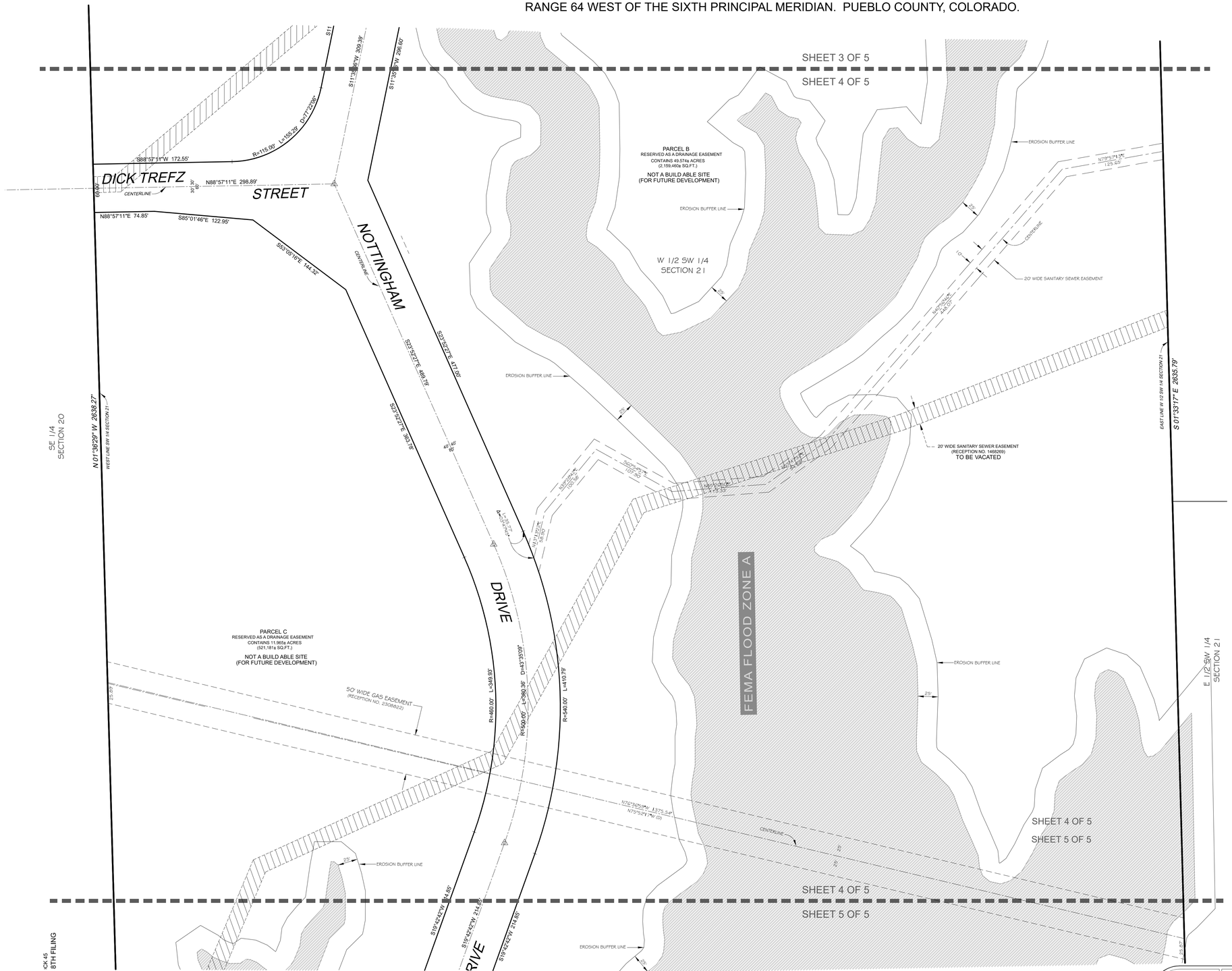
PROJECT: GAGLIANO ENG/BHUVI BELMONT PLACE, LLC
DESCRIPTION: BELMONT PLACE FILING NO. 1

FIELD: SB | JOB NUMBER: 2019-548
DRAWN: RMS | FILE NAME: 2019-548 SUB BELMONT PLACE FILING 1
CHECKED: RGR | REF. JOB NO.

Cardinal Points
Surveying Inc.
(719) 253-0874 - (719) 253-0878 fax
4601 Eagledale Place, Suite 110
Pueblo, Colorado 81005

BELMONT PLACE FILING NO. 1

THE W 1/2 OF THE SW 1/4, A PORTION OF THE SW 1/4 OF THE NW 1/4, AND A PORTION OF THE NW 1/4 OF THE NW 1/4 OF SECTION 21, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN. PUEBLO COUNTY, COLORADO.



N

W E

S

SCALE 1" = 60'

60' 30' 0 60' 120' 180'

SCALE IN FEET

△ = SET NO. 6 REBAR WITH 2 1/2" ALUMINUM CAP P.L.S. NO. 22101 IN CAST IRON MONUMENT BOX

(D) = DEED DIMENSION (RECEPTION NO. 2308822)

NO.	DATE:	REVISIONS (COMMENTS)	CHECKED:
1	12-12-23	NOV 7, 2023 CITY COMMENTS	RGR
2	1-3-24	JAN 2, 2024 CITY COMMENTS	RGR

SHEET: 4 OF 5
DATE: 10-11-2023
SCALE: 1" = 60'

PROJECT: GAGLIANO ENG/BHUVI BELMONT PLACE, LLC
DESCRIPTION: BELMONT PLACE FILING NO. 1

FIELD: SB
DRAWN: RMS
CHECKED: RGR

JOB NUMBER: 2019-548
FILE NAME: 2019-548 SUB BELMONT PLACE FILING 1
REF. JOB NO.

Cardinal Points
Surveying Inc.
(719) 253-0874 - (719) 253-0878 fax
4601 Eagleridge Place, Suite 110
Pueblo, Colorado 81008

BELMONT PLACE FILING NO. 1

THE W 1/2 OF THE SW 1/4, A PORTION OF THE SW 1/4 OF THE NW 1/4, AND A PORTION OF THE NW 1/4 OF THE NW 1/4 OF SECTION 21, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN. PUEBLO COUNTY, COLORADO.

N
W E
S

SCALE 1" = 60'

60' 30' 0 60' 120' 180'

SCALE IN FEET

△ = SET NO. 6 REBAR WITH 2 1/2" ALUMINUM CAP P.L.S. NO. 22101 IN CAST IRON MONUMENT BOX

(D) = DEED DIMENSION (RECEPTION NO. 2308822)

SHEET 4 OF 5
SHEET 5 OF 5

SHEET 4 OF 5
SHEET 5 OF 5

BLOCK 45
BELMONT 28TH FILING

740.12'

EROSION BUFFER LINE

25'

S18°42'42"W 214.86'

DRIVE

L=195.64' R=540.00'
D=20°45'29"
L=181.15'
R=500.00'

L=166.66' R=460.00'

S01°02'49"E 179.58'

NOTTINGHAM

S01°02'49"E 229.56'

CENTERLINE

N12°50'59"W 1375.54' N75°52'17"W (D)

FEMA FLOOD ZONE A

397.33'

N88°57'11"E 914.86'

S88°57'11"W 333.48'

CONSTITUTION

CENTERLINE

N88°57'11"E 372.99'

1328.30'

S01°02'49"E 30.00'

N88°57'11"E 955.30'

307.07'

ROAD

100.00'

N88°57'11"E 990.74'

N88°57'11"E 277.51'

10' WIDE SANITARY SEWER EASEMENT

BLOCK 46
BELMONT 28TH FILING

166.15'

PARCEL D
RESERVED AS A DRAINAGE EASEMENT
CONTAINS 3.329± ACRES
(144987± SQ.FT.)

NOT A BUILD ABLE SITE
(FOR FUTURE DEVELOPMENT)

N01°02'49"W 109.66'

N01°02'49"W 139.70'

DRIVE

N01°02'49"W 109.75'

110.18'

N=1592036.7220
E=3268847.8040

SE CORNER W 1/2 SW 1/4 SECTION 21
FOUND NO. 6 REBAR (30"LONG) WITH
2 1/2" ALUMINUM CAP P.L.S. NO. 16128

N=1592014.4880
E=3267519.8220

SOUTH LINE W 1/2 SW 1/4 SECTION 21

989.68'

S 89°02'27" W 1328.17'

60.00'

278.49'

S 45°07'06" E 1826.62'
TO PUEBLO COUNTY GPS
CONTROL MONUMENT NO. 5

SW CORNER SECTION 21
FOUND 3 1/2" ALUMINUM
MONUMENT P.L.S. NO. 6128

PARCEL "A"

NW 1/4
SECTION 28

10
BLOCK 1

1

3

4
BLOCK 2

5

6

LOT 1
BLOCK 10
OAKSHIRE HILLS

PARCEL "C"

9

2

CICADA

CENTERLINE

OAKSHIRE HILLS
FILING NO. 2

NO.	DATE:	REVISIONS (COMMENTS)	CHECKED:
1	12-12-23	NOV 7, 2023 CITY COMMENTS	RGR
2	1-3-24	JAN 2, 2024 CITY COMMENTS	RGR

SHEET: 5 OF 5
DATE: 10-11-2023
SCALE: 1" = 60'

PROJECT: GAGLIANO ENG/BHUVI BELMONT PLACE, LLC
DESCRIPTION: BELMONT PLACE FILING NO. 1

FIELD: SB
DRAWN: RMS
CHECKED: RGR
JOB NUMBER: 2019-548
FILE NAME: 2019-548 SUB BELMONT PLACE FILING 1
REF. JOB NO.

Cardinal Points
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4601 Eagleridge Place, Suite 110
Pueblo, Colorado 81005

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Sarah Martinez
City Council Representative

city of PUEBLO colorado
Planning & Zoning Commission

Christopher Pasternak

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

MINUTES OF REGULAR MEETING
City of Pueblo, Colorado
Wednesday, February 14, 2024, 2024 – 3:30 p.m.
City Council Chambers, 1 City Hall Place

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

Commissioners Present*:* Mike Castellucci, Patrick Avalos, Lisa Bailey, Alexandra Aznar, Christopher Pasternak.

Commissioners Absent: Cheryl Spinuzzi, Sarah Martinez

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

Staff Members Absent: Beritt Odom, Principal Planner

Approval of the Agenda: Bailey motioned to move item Z-23-10, S-23-07, S-22-07 to the March 13, 2024, meeting and approve the agenda as amended. seconded by Aznar.

Motion Passed: 5-0

Public Hearing:

3. S-22-07 Bellmont Place Subdivision: A Subdivision of 113 acres into commercial lots and non-buildable parcels for future development. Staff report by Wade Broadhead.

Hearing: Applicant Zach Thatcher remained 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 once Conditions 1-9 are met, seconded by Aznar.

Motion Passed: 5-0

DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

TO: Beritt Odom, Principal Planner

CC: Michelle Cruz, Administrative Technician
Subdivision File

FROM: Joe Martellaro, Associate Engineer II

SUBJECT: S-22-07 Belmont Place Subdivision

DATE: October 1, 2024

Please place the above referenced submittals on the City Council Agenda.

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Sarah Martinez
City Council Representative

city of PUEBLO colorado
Planning & Zoning Commission

Christopher Pasternak

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

S-22-07

TO:	City of Pueblo, Planning and Zoning Commission
FROM:	Wade Broadhead, Sr. Planner
THROUGH:	Scott Hobson, Acting Director of Planning and Community Development
DATE:	February 14, 2024
SUBJECT:	Belmont Place Subdivision, Filing #1
Applicant:	BHUVI Belmont Place LLC Joe Gagliano/Zach Thatcher, Gagliano Engineering, Inc.
PROPERTY OWNER:	BHUVI Belmont Place LLC.
LOCATION:	South of SH 47, North of Constitution Rd., East of Troy Avenue.
EXISTING ZONE:	Belmont Place, Planned Unit Development
CONCURRENT REQUESTS:	Belmont Place Rezoning, Z-23-12

REQUEST:
The applicant is requesting to subdivide one hundred thirteen (113) acres into six (6) commercial lots in two (2) blocks and create four (4) parcels reserved for future development. The proposed subdivision covers all the Belmont Place Planned Unit Development.

STAFF REVIEW AND BACKGROUND:

The subject site is currently unimproved and is located east of Troy Avenue and south of the Hwy 50 Bypass. The area was annexed into the City in 1972 and is identified as an Urban Neighborhood by the 2022 Pueblo Comprehensive Plan. In 2002, the Planning and Zoning Commission approved the University Village South Master Development Plan (MP-02-3) that included this property, the site was zoned PUD in 2006, the Belmont Place PUD currently serves as the master plan for development. The PUD guide was amended in 2021 (Ord. 9973) and included an updated Land Use Summary with commercial, multifamily and single family uses. The applicant has a concurrent rezoning application for the property, Z-23-12, to use traditional zone districts that closely match the land use approved in the original PUD.

The applicant proposes to subdivide the property into six lots measuring from 81,000 sq. ft. to 200,000 sq. ft. for commercial development. The remaining ninety-one (91) acres will be divided into four non-buildable parcels (A-D) and ten acres (10) of right of way. The development site is characterized by scrub prairie and is generally flat in the northwest portion of the site. The eastern and southern portion of the development site is marked by deep arroyos requiring development to occur in multiple phases, to fund the necessary infrastructure to develop the site with the challenging topography. The purpose of Parcels A, B, C, and D is to allow

development to occur in phases. Each parcel must be re-subdivided for the planned development prior to building permit approvals.

In 2002 two sanitary sewer easements were dedicated to the City of Pueblo by Separate Instrument to hold a future sewer line inside of what is now the proposed Parcel B in the proposed Belmont Place, Filing No. 1 Subdivision. The sanitary sewer line was later constructed outside of the dedicated easements. The current proposed plat will create a twenty-foot sanitary sewer and maintenance road easement inside Parcel B in the center of the property. The proposed platted, sanitary sewer easement reflects the current location of the sanitary sewer line and stretches from the center of the eastern property boundary southwest to Nottingham Drive where it follows the street right of way to the south. The other two older easements that do not cover the sanitary sewer line will be released in the future by the City.

The City's transportation network will be extended as part of this subdivision. Right-of-way will be platted for Nottingham Drive to continue south and it will have a temporary dead-end cul-de-sac until filing two is submitted. The design for the cul-de-sac will be handled in Part Two Submittal of the subdivision submittal with the Public Works Department. Right-of-way for an easterly extension of Constitution Road and a small connection with Cicada Drive in the south portion of the property are also being platted. A traffic study will be required before Part II of the Subdivision will be approved. Staff noted that future filings and re-subdivisions of the parcels, slated for future development may involve additional right-of-way for the roundabouts or arroyos crossing depending on use, intensity, and future engineering.

APPLICABLE REGULATIONS:
Sec. 17-4-1 through 6 of the Pueblo Municipal Code (PMC) concerning zone district 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 conditions, which must be satisfied prior to City Council review:

Requests for Modifications to Requirements:	None
Request for Deferred Filings	Yes
Plat Deficiencies:	See Conditions
Conditions of Approval: (Unless otherwise noted, all conditions of approval must be completed prior to the case being scheduled for City Council hearing.)	• Amend the subdivision plat to reflect Public Works redline corrections, see attached "S-22-07 Plat-Sub Belmont Place Fil 1 Redlines 01-31-2024 P&Z Provisions," Joe Martellaro, Associate Engineer II. • SFMA's must be completed for each (detention) pond (Stormwater Utility Memo, January 26, 2024, Jared J. Perea, Associate Engineer II). • The pond and drainage easement in Block 1, Lot 4 will need to be relocated. It cannot be located in the flood plain or within the 25 ft buffer zone, and must accommodate 4:1 slopes (Jared Perea, Associate Engineer II / Stormwater Utility) • Make all corrections noted in Memo Titled "S-22-07 8th Submittal

	Part I Review", dated January 26, 2024. (Jared Perea, Associate Engineer II / Stormwater Utility). • A Master Traffic Study for all of Belmont Place that addresses signal warrants for Drew Dix and Troy; Dick Trefz and Troy; and Constitution and Troy, roundabout design, lane configurations, turn lanes, access, reverse curves, trip generation before approval of Part II Subdivision (Melanie Turner, Traffic Engineer). • Revise the curve on Nottingham Drive in Parcel A to meet AASHTO standards (Melanie Turner, Traffic Engineer). • All easements must be correctly listed on the dedication page and correctly labeled on plat (Sonia Mondragon, Wastewater Engineering Manager). • Easements to be released need to have the plat labels changed from "To Be Vacated" to "To Be Released" plat (Sonia Mondragon, Wastewater Engineering Manager). • Include dedication language of proposed easement from the January 31, 2024, Redline from Sonia Mondragon for the existing sanitary sewer mains, please see attached "Plat-Sub Belmont Place Fil 1 WW SM 8th Sub," redlined by Sonia Mondragon, Wastewater Engineering Manager.

PLANNING AND COMMUNITY DEVELOPMENT COMMENTS

CHARACTER AND COMPATIBILITY:

- **Site Character:**
  The subject property is unimproved.

- **Neighborhood Compatibility:**

North	Cesar Chavez BLVD (ST HW 47) and B-4, undeveloped.
East	R-2, undeveloped; and A-1, County, undeveloped
South	R-2, single family homes and R-4, undeveloped.
West	B-4, mini storage and gas station; R-4, undeveloped; R-7 mobile home park.

- **Comprehensive Plan Compliance:**
  The project site is designated by the Pueblo Regional Comprehensive Plan as "Urban Neighborhood." Urban Neighborhoods are predominantly single-family detached and attached homes, duplexs and townhomes with a variety of services and amenities available within the neighborhood or easily accessible nearby. Additionally, pedestrian and bicycle connectivity should be provided within and between neighborhoods during future subdivisions. Guiding Principal 1, Policy 1.1.2 Mix of Housing Types recommends "*actively seek to diversify the range of housing types available in the region…Encourage the greatest diversity and intensity of small lot single family, attached (e.g. duplex*

and townhome units) and multifamily housing options within the City of Pueblo where infrastructure and services are available". Furthermore, this project directly addresses *Goal COP-4: prioritize the development of vacant land within the city limits over the expansion of the community*. The Belmont Place area is even highlighted on a map on page 134 indicating annexed and unsubdivided land to be prioritized for development within the City of Pueblo. The proposed Belmont Place Subdivision complies with the Urban Neighborhood Land Use Category and dwelling densities while also directly addressing at least two strategies identified by the Pueblo Regional Comprehensive Plan.

ABILITY TO COMPLY WITH THE ZONE DISTRICT REGULATIONS:

- **Minimum lot size and width:**
  - All of the lots will be zoned B-3 and require five thousand sq. ft. of area and 50' linear feet of frontage to comply and all lots are over 81,000 sq. ft. and have over 100' of frontage. Parcels A-D meet the minimum size for the R-2 and R-5 zone districts.

REFERRAL AGENCIES AND COMMENTS:

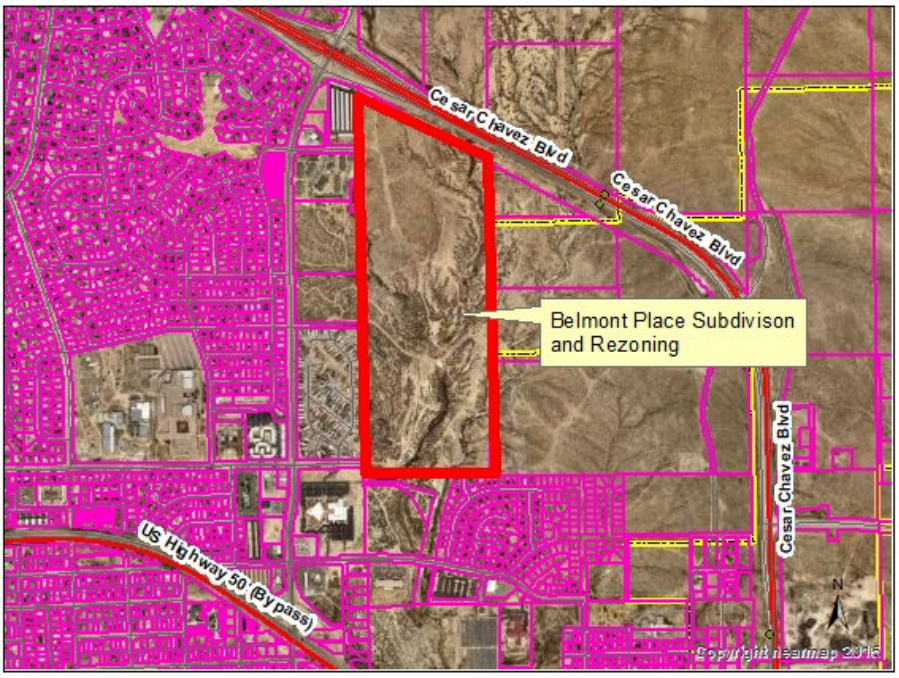
- City Public Works-See attached "S-22-07 Plat-Sub Belmont Place Fil 1 Redlines 01-31-2024 P&Z Provisions"
- City Transportation- See "DOT 8th S-22-07" from Melanie Turner, Traffic Engineer.
- City Law Department-No comment
- Pueblo Regional Building Department-No comment
- City Fire Department-See attached "Project Review Fire Dept Memo-Belmont Place 8th Submittal Comments," from Eric Knight, Fire Inspector, January 31, 2024.
- Pueblo Board of Water Works-No comment
- City Wastewater-See conditions for approval.
- City Stormwater-
  1. SFMA's must be completed for each (detention) pond.
  2.The pond and drainage easement in Block 1, Lot 4 will need to be relocated. It cannot be located in the flood plain or within the 25 ft buffer zone and must accommodate 4:1 slopes.
  3.Amend plat to reflect redlines in document "S-22-07_Plat- Sub Belmont Place Fil 1_Redlines_01-31-2024_PZ Provisions" (Jared Perea, Associate Engineer II / Stormwater Utility)
- City Parks and Recreation Department-No comment
- City GIS-No Comment
- Xcel Energy-No Comment
- Black Hills Energy-No comment
- CDOT-No comment

ATTACHMENTS:

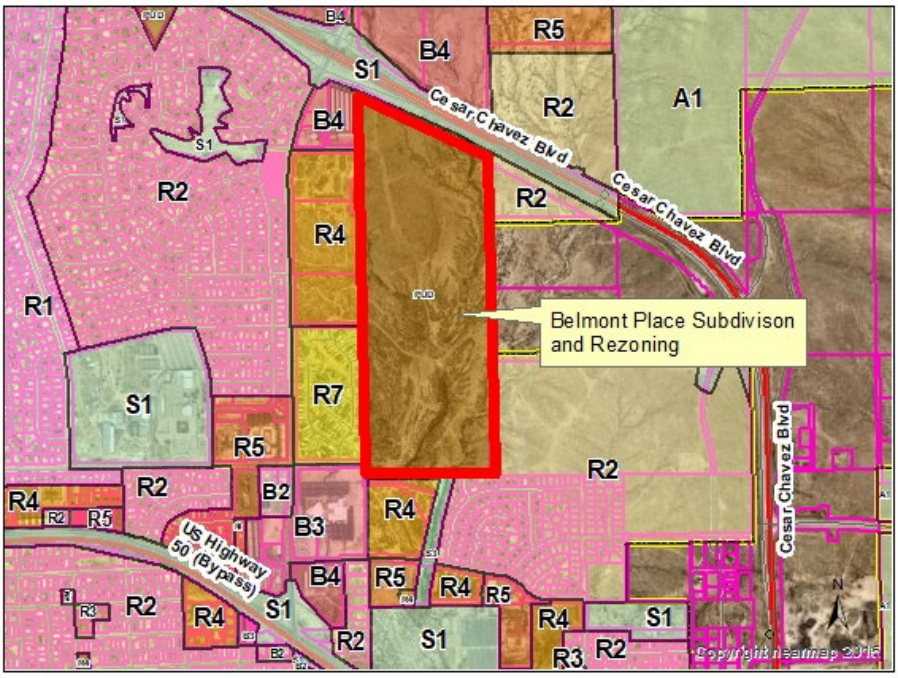
A. Aerial Photograph
B. Zoning Map
C. Comprehensive Plan Map
D. Site Photographs
E. Subdivision Application
F. SRC Memo February 9, 2024

G. Subdivision Plat, S-22-07_Plat- Sub Belmont Place Fil 1_Redlines_01-31-2024_PZ Provisions redlined by Joe Martellaro, Associate Engineer II and Jared Perea, Associate Engineer II, Stormwater Utility
H. "Plat-Sub Belmont Place Fil 1 WW SM 8th Sub," redlined by Sonia Mondragon, Wastewater Engineering Manager
I. Stormwater Review Memos, dated January 26, 2024. (Jared Perea, Associate Engineer II / Stormwater Utility).
J. "DOT 8th S-22-07", redline comments from Melanie Turner, Traffic Engineer

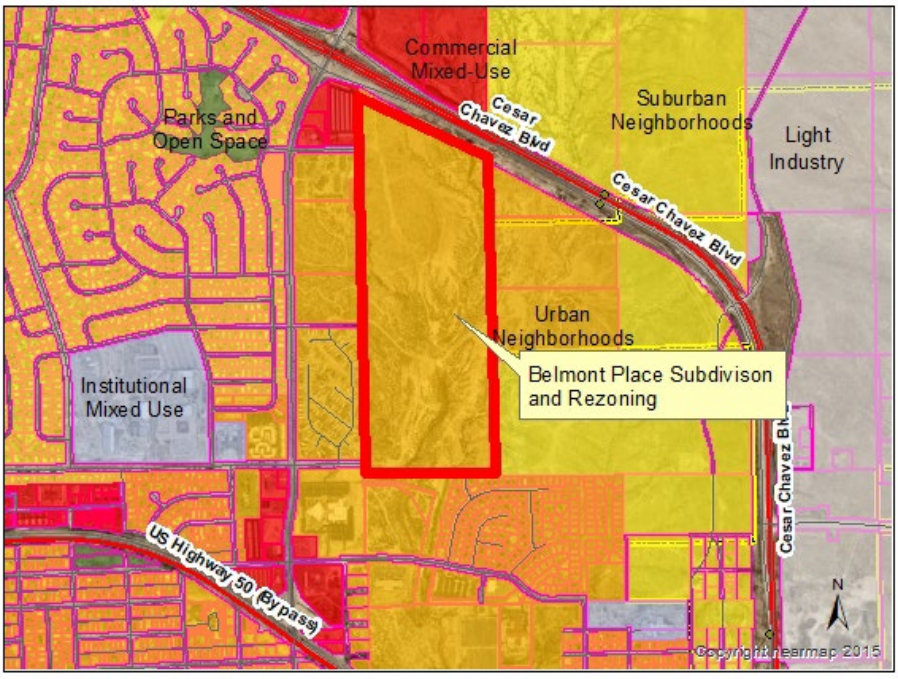
ATTACHMENTS:



A. Aerial Photograph



B. Zoning Map



C. Comprehensive Plan

Attachment D. Site Photos



Belmont Place Subdivision, Filing No. 1, posting photo



Belmont Place Subdivision, Filing No. 1, looking south from Nottingham Rd.

city of PUEBLO colorado

Planning & Community Development

211 East D Street | Pueblo, Colorado 81003 | Tel 719-553-2259 | Fax 719-553-2359 | TTY 719-553-2611 | www.pueblo.us

Planning & Zoning Application

Please type or print clearly. Illegible applications will not be accepted. Case #: _____

Contact Info

Property Owner		**Applicant**	
Name:		Name:	
Company: BITUVI BERKUTE PLACE LLC		Company:	
Address: 44330 MERCURE CIR. SUITE 100 DULLES VA	Zip: 20166	Address:	Zip:
Phone: (703) 732-5281		Phone: ( )	
Email: MKOPPARAPU@GMAIL.COM		Email:	
Engineer		**Surveyor**	
Name: JOSEPH V. CAGLIANO		Name: MATTHEW A. CONDON	
Company: CAGLIANO ENGINEERING INC.		Company: CARDINAL POINTE SURVEYING	
Address:	Zip:	Address:	Zip:
Phone: (719) 547-7073		Phone: (719) 253-0874	
Email: JVC@INCASYS.COM		Email: RSTATION@CARDINALPOINTS.NET	

The applicant will be the primary contact unless otherwise noted.

Property Info

Project Location:
(address or general description)

Parcel No(s): 400000172

Existing Zone: PUD | Proposed Zone (if applicable):

PUD Name (if applicable): BERKUTE PLACE

Project Scope

Project Name: BERKUT PLACE SUB.

- ☐ Rearrangement of Property Boundaries:
  # of existing lots: _____ Total acres: _____
- ☐ Overall Development Plan
- ☐ Site Plan Review: Building area: _____sf
  ○ HARP ○ Development Plan ○ PUD ○ Student Housing
- ☐ Special Area Plan
- ☐ Street Name Change: Existing Name: _____ Proposed Name: _____
- ☒ Subdivision: # of lots: 116 Total acres: ±114
- ☐ Text Amendment
- ☐ Vacation: ○ Street ○ Alley ○ Easement ○ Other: _____
- ☐ Other: _____

(Continue Next Page)

(Continued from previous page)

Project Information

Provide a brief description of the proposed request:
IT'S A SUBDIVISION

What is the total acreage included in the project? ±114

What is the proposed use of the property?

☒ Commercial ☒ Multi-family ☒ Residential ☐ Industrial ☐ Other

Are there any other pending or recently approved Land Use applications regarding this property? ☐ Yes ☒ No

If yes, please list:

Attachments

Attachment Checklist

The following list of attachments are required to accompany all applications:

- ☒ A. CD with DWF and DWG (Autocad) file of all plans and drawings & a PDF of all documents submitted.
- ☒ B. Pueblo County Assessor's Property Information print out (www.co.pueblo.co.us)
- ☐ C. Additional information as required by the **P&Z Submittal Requirements Sheet.**

Terms

By signing below, the Property Owner and Applicant are representing that each understands and agrees to the following terms:

1. Authorized personnel from the City of Pueblo, are hereby granted the right to enter the subject property for the purposes of reviewing and processing the application, including Certificate of Occupancy Inspections.
2. There are no known hazards or vicious animals present on the subject property.
3. All information contained in this application, is true and accurate to the best of my knowledge.
4. The City of Pueblo is under no obligation to approve the request contained in this application. No promises of approval are conveyed with the acceptance of this application.
5. It is highly recommended that a licensed surveyor complete a property survey before any construction takes place. The property owner is responsible for any construction that takes place within the boundaries of their property. The city may require any construction built outside of the property legal boundaries or within any setbacks (by intent or error), to be removed at the owners' expense.

Signatures

Property Owner

Print Name:	JOSEPH V. GAGLIANO FOR BUVI BELMONT PLACE LLC	
Signature:		Date: 03/07/22

Applicant, if different from Property Owner

Print Name:		
Signature:		Date:

Office Use Only

Zoning Compliance (Completed by City Staff)

Application checked for completeness by:	Date:	Fee Paid:

5/2020

MEMORANDUM

To: Planning and Zoning Commission

From: Subdivision Review Committee

Date: February 9, 2024

Subject: S-22-07 Belmont Place Subdivision Filing #1

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:

Requests for Modifications to Requirements:	None
Request for Deferred Filings	Yes
Plat Deficiencies:	See Conditions
Conditions of Approval: (Unless otherwise noted, all conditions of approval must be completed prior to the case being scheduled for City Council hearing.)	1. Amend the subdivision plat to reflect Public Works redline corrections, see attached "S-22-07 Plat-Sub Belmont Place Fil 1 Redlines 01-31-2024 P&Z Provisions," Joe Martellaro, Associate Engineer II. 2. SFMA's must be completed for each (detention) pond (Stormwater Utility Memo, January 26, 2024, Jared J. Perea, Associate Engineer II). 3. The pond and drainage easement in Block 1, Lot 4 will need to be relocated. It cannot be located in the flood plain or within the 25 ft buffer zone, and must accommodate 4:1 slopes (Jared Perea, Associate Engineer II / Stormwater Utility) 4. Make all corrections noted in Memo Titled "S-22-07 8th Submittal Part I Review", dated January 26, 2024. (Jared Perea, Associate Engineer II / Stormwater Utility). 5. A Master Traffic Study for all of Belmont Place that addresses signal warrants for Drew Dix and Troy; Dick Trefz and Troy; and Constitution and Troy, roundabout design, lane configurations, turn lanes, access, reverse curves, trip generation before approval of Part II Subdivision (Melanie Turner, Traffic Engineer). 6. Revise the curve on Nottingham Drive in Parcel A to meet AASHTO standards (Melanie Turner, Traffic Engineer). 7. All easements must be correctly listed on the dedication page and correctly labeled on plat (Sonia Mondragon, Wastewater

	Engineering Manager). 8. Easements to be released need to have the plat labels changed from “To Be Vacated” to “To Be Released” plat (Sonia Mondragon, Wastewater Engineering Manager). 9. Include dedication language of proposed easement from the January 31, 2024, Redline from Sonia Mondragon for the existing sanitary sewer mains, please see attached “Plat-Sub Belmont Place Fil 1 WW SM 8th Sub,” redlined by Sonia Mondragon, Wastewater Engineering Manager.

Jeff Hawkins, PE, CFM
Director of Stormwater

211 E. "D" Street
Pueblo, CO 81003

Phone (719) 553-2899
Fax (719) 553-2294

Stormwater Utility

MEMO

TO: Wade Broadhead, Senior Planner

FROM: Jared J. Perea, Associate Engineer II

DATE: January 26, 2024

SUBJECT: S-22-07 8th Submittal Part I Review

This memo is intended to serve as the Stormwater Utility's review of the referenced project submittal. Please forward to the applicant's representative.

Color Code: Black = March 17 comments
Red = November 22 comments
Red and Black = December 28 comments (comments were not addressed)
(~~Crossed out items~~ indicate they have been addressed.)
Blue= November 11th comments
(~~Crossed out items~~ indicate they have been addressed.)
Orange= December 29 Comments
(~~Crossed out items~~ indicate they have been addressed.)
Light Blue= January 26th Comments

1. Provide a signed and stamped drainage report in accordance with The Storm Drainage Design Criteria and Drainage Policies for City of Pueblo, Colorado.
    a. Include all items in the checklist in the report and on the drainage plan. Many items are missing. See drainage report for comments. A detail sheet with all stormwater detention is needed. This is for verification of Detention Basin Outlet Structure Design Worksheets. Still applies. The 25ft buffer zone was added and grading for the is within the buffer zone, so the pond will need to be relocated in Basin C4. Recheck slopes. See comments on Preliminary Drainage Report. Comments can be addressed in Part II. Preliminary Drainage Report is approved.
    ~~b. Ensure all detention ponds and water quality are in easements.~~
    ~~Ensure all ponds are less than 10 feet deep or they will have to be consider a jurisdictional dam as specified in CRS §37-87-105. The detention ponds exceed ten feet. Any dam constructed for the purpose of storing water with a surface area, volume, or dam height as specified in CRS §37-87-105, as may be amended, requires the approval of the plans by the Office of the State Engineer (SEO). Those facilities subject to state statutes must be designed and constructed in accordance with the criteria of the state, in addition to the criteria in this Manual. To the extent that SEO criteria and requirements differ from the requirements in this Manual, the more restrictive requirements apply. Construction of~~

jurisdictional dams for detention facilities is strongly discouraged due to the higher level of hazard posed by a jurisdictional dam. In some cases, depending on the size of the detention facility, creation of a jurisdictional dam may be unavoidable. In these cases, compliance with the Colorado Rules and Regulations for Dam Safety and Dam Construction (2 CCR 402-1) is required. The responsibility for filing plans and specifications with the SEO shall rest with the developer or engineer and, accordingly, adequate time must be allowed for the review process by the SEO to take place. City approval of the detention facility is contingent upon approval by the State Engineer. Certification that the dam was constructed in accordance with approved plans and specifications shall be provided to the City by a qualified geotechnical engineer upon completion of construction. The cost of this certification shall be borne by the developer.

2. Per the City of Pueblo legal *department Until the required information is filed, the plat cannot be considered as having been filed with P&Z under 12-4-5(b).* This includes all the information in the preliminary drainage report checklist, providing easements and stormwater facility maintenance agreements and revising the dedication on the plat.
3. The CLOMR / LOMR process will need to be followed as indicated in the drainage report. This cost will be approximately $8,000 and FEMA review time can take 6-9 months. Please plan accordingly. Note – CDOT recently completed a drop structure project in East Dry Creek to protect the bridge at US Hwy. 50 East. RESPEC performed the engineering and H&H analysis for this project. HEC-RAS results and details of this project can be provided upon request.
4. Confirm that the 25-foot prudent line setback can be met. Still needed. Still required. Call out 25-ft buffer zone on drainage plan to prove construction will not happen within the buffer zone.
5. It is not understood why proposed grading is being shown in the existing arroyos and in areas that will not be developed. Please explain in your comment response. Existing contours need to be shown with proposed contours on the drainage map. Still applies explain in your comment response.
6. Discuss maintenance responsibilities for the drainage facilities.
7. Provide revegetation and slope stabilization methods including planned seed mix. Many of the slopes are too steep and do not meet City criteria.
8. All cut and fill slopes must comply with the grading requirements in The Storm Drainage Design Criteria Manual and Drainage Policies for City of Pueblo, Colorado. The slopes are too steep.
9. You must obtain permit coverage from the Colorado State Dept. of Public Health and Environment to discharge stormwater from any construction activity that disturbs at least 1 acre of land (or is part of a larger common plan of development or sale that will disturb at least 1 acre). If this permit pertains to your site, please send a copy of the stormwater management plan (SWMP) (that will accompany this permit) to the City Stormwater Utility. Still applies.
10. The front page of the plat is blank. Dedication and maintenance statements were not reviewed.
11. Provide a stormwater facility maintenance agreement per Pueblo Municipal Code 16.12.10.d. A template and guide have been provided. Still applies. The SWMP can be included in Part 2, but the SFMA's needs to be submitted for each pond in Part 1. This still applies. The SFMA's for each pond need to be submitted in Part 1.
12. The master drainage map and plan need to follow section 3.3.2 in the criteria manual.
13. Provide an Erosion and Sediment Control Plan (ESCP) in accordance with "Erosion and Sediment Control Plan Guidance" found in Appendix C in the City of *Pueblo Drainage Criteria Manual April 2023* if total land disturbance is between **1000 sf – 1 acre** or Provide a Stormwater Management Plan (SWMP) in accordance with "Stormwater Management Plan Guidance" found in Appendix D if total land disturbance is greater than **1 acre** or part of a larger common development.

~~14. Provide a Stormwater Facility Maintenance Agreement per Pueblo Municipal Code 16.12.10.d. Fillable forms and guidance documents can be found here: https://www.pueblo.us/2883/Forms~~

15. Provide an Operations and Maintenance Manual (O & M) as required by the SFMA. Use the City of Pueblo's standard O & M manual *Stormwater Facility O&M Manual, April 2023* in preparation. Additionally individual guideline sheets, maintenance forms, and inspection forms can be found here: https://www.pueblo.us/2883/Forms. The O& M Manual can be submitted in part 2.
16. After final approval of plans, provide an electronic copy of the Final Drainage Report and Drainage Plan, stamped, and signed by Engineer. Still required when the report is accepted.
17. Upon approval of the drainage report the engineer shall complete the online reporting requirements of new stormwater detention and infiltration facilities per CRS §37-92-602 (8). The facility is required to be reported and approved by the City prior to receiving a CO. The online portal can be found here: https://maperture.digitaldataservices.com/gvh/?viewer=cswdif . Still applies when accepted.

~~18. Provide all hydrology and detention pond calculations to ensure the easements are adequately shown on the plat. This includes outlet structure details and everything associated with the pond.~~

~~19.~~ See Plat for comments. ~~The erosion buffer zone is required on the plat. See comments on plat. An explanation of the 25ft buffer zone can be found on the City of Pueblo's Drainage Criteria Manual on section 10.6.6.~~

~~20. See Supplemental Map for redlines.~~

21. Provide a comment response to this memo. Can you provide a comment response with your next submittal. Submit a comment response on the next submittal. Provide a comment response with your next submittal.

Jeff Hawkins, PE, CFM
Director of Stormwater

211 E. "D" Street
Pueblo, CO 81003

Phone (719) 553-2899
Fax (719) 553-2294

Stormwater Utility

CONDITIONAL APPROVAL MEMO

TO: Wade Broadhead, Senior Planner

FROM: Jared J. Perea, Associate Engineer II

DATE: January 26, 2024

SUBJECT: S-22-07 Conditional Approval Part I

This memo is intended to serve as the Stormwater Utility's review of the referenced project submittal. Please forward to the applicant's representative.

1. Part I is approved pending conditions that will need to be addressed before the plat is recorded.
   1. SFMA's must be completed for each pond.
   2. The pond and drainage easement in Block 1 Lot 4 will need to be relocated. It cannot be in the flood plain or within the 25ft buffer zone, and must accommodate 4:1 slopes.

BELMONT PLACE FILING NO. 1

THE W 1/2 OF THE SW 1/4, A PORTION OF THE SW 1/4 OF THE NW 1/4, AND A PORTION OF THE NW 1/4 OF THE NW 1/4 OF SECTION 21, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN. PUEBLO COUNTY, COLORADO.

KNOW ALL MEN BY THESE PRESENTS: THAT BHUVI BELMONT PLACE LLC, A COLORADO LIMITED LIABILITY COMPANY BEING THE SOLE OWNER OF THE FOLLOWING DESCRIBED PARCEL OF LAND:

THE WEST 1/2 OF THE SOUTHWEST 1/4 AND THAT PORTION OF THE WEST 1/2 OF THE NORTHWEST 1/4 IN SECTION 21, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN, LYING SOUTH OF THE SOUTHERLY RIGHT OF WAY LINE OF COLORADO STATE HIGHWAY NO. 47, COUNTY OF PUEBLO, STATE OF COLORADO.

SAID PARCELS CONTAINS 113.26 ACRES MORE OR LESS, (4,933,639 S.F MORE OR LESS).

HAS CAUSED THE AFOREGOING DESCRIBED PROPERTY TO BE SURVEYED, PLATTED AND SUBDIVIDED INTO LOTS, BLOCKS, STREETS AND PARCELS AND HAS SHOWN HEREON CERTAIN EASEMENTS FOR DRAINAGE, PUBLIC UTILITY AND SANITARY SEWER 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 BELMONT PLACE FILING NO. 1. PARCELS A THROUGH D ARE HERBY RESERVED ~~AS DRAINAGE EASEMENTS~~ FOR FUTURE DEVELOPMENT AND ARE NON BUILDABLE PARCELS WITIN FILING NO. 1.

STREETS

ALL ~~ROADWAYS~~, EASEMENTS FOR DRAINAGE, ALL PUBLIC UTILITIES ~~AND PARCELS A THROUGH D FOR THE PURPOSE OF DETENTION~~ SHOWN HEREON ARE HEREBY DEDICATED TO THE PUBLIC FOR PERPETUAL USE.

DRAINAGE FACILITIES LOCATED WITHIN DRAINAGE EASEMENTS SHOWN HEREON SHALL BE INSTALLED, REPAIRED AND MAINTAINED IN GOOD WORKING ORDER AND CONDITION BY THE OWNER(S) OF ALL LOTS WITHIN THE SUBDIVISION. THE CITY OF PUEBLO IS HEREBY GRANTED THE RIGHT BUT NOT THE OBLIGATION IN ITS DESCRIPTION OT MAINTAIN, REPAIR OR REPLACE THE DRAINAGE FACILITIES WITHIN SUCH EASEMENTS AND TO RECOVER THE COSTS THEREOF, PLUS ADMINISTRATIVE EXPENSES FORM SAID OWNER(S). ALL DRAINAGE EASEMENTS SHALL BE FURTHER SUBJECT TO A STORMWATER FACILITY MAINTENANCE AGREEMENT FOR EACH LOT DATED _____ AND FILED CONTEMPORANEOUSLY WITH THE ANNEXED PLAT.

PUBLIC UTILITY EASEMENTS AND DRAINAGE EASEMENTS ARE HEREBY DEDICATED TO THE PUBLIC.

EACH COMMERCIAL LOT SHALL HAVE ITS OWN DETENTION AND WATER QUALITY FACILITIES WHICH SHALL BE INSTALLED, REPAIRED, AND MAINTAINED IN GOOD WORKING ORDER AND CONDITION BY THE OWNER(S) OF THE LOTS UPON WHICH THE FACILITIES ARE LOCATED. THE CITY OF PUEBLO IS HEREBY GRANTED THE RIGHT BUT NO THE OBLIGATION IN ITS DISCRETION TO MAINTAIN, REPAIR OR REPLACE THE DRAINAGE FACILITIES WITHIN SUCH EASEMENTS AND TO RECOVER THE COSTS THEREOF, PLUS ADMINISTRATIVE EXPENSES FROM SAID OWNER(S).

DRAINAGE DETENTION, AND WATER QUALITY FACILITIES SHALL BE DESIGNED AND INSTALLED AT THE TIME OF SITE DEVELOPMENT AND/OR DEVELOPMENT INCLUDING AN O & M MANUAL FOR EACH DRAINAGE FACILITY.

"A FORMAL ENVIRONMENTAL ASSESSMENT FOR THIS SUBDIVISION HAS NOT BEEN PERFORMED; HOWEVER, TO THE BEST OF THE UNDERSIGNED OWNER'S KNOWLEDGE, INFORMATION, AND BELIEF, THERE ARE NO KNOWN HAZARDOUS SUBSTANCES PRESENT WITHIN THIS SUBDIVISION."

IN WITNESS WHEREOF THE FOLLOWING HAVE SET THEIR HAND:

_____ _____

BHUVI BELMONT PLACE LLC, DATE
A COLORADO LIMITED LIABILITY COMPANY
BY: MADHUSUDHAN KOPPARAPU, MANAGING DIRECTOR

STATE OF COLORADO)
)S.S.
COUNTY OF PUEBLO)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS_____ DAY OF _____, 2024 BY MADHUSUDHAN KOPPARAPU, MANAGING DIRECTOR OF BHUVI BELMONT PLACE LLC, A COLORADO LIMITED LIABILITY COMPANY.

_____ MY COMMISSION EXPIRES: _____
NOTARY PUBLIC

IMPROVEMENTS CERTIFICATION:

THIS IS TO CERTIFY THAT THE SUBDIVIDER HAS COMPLIED WITH ALTERNATE NO. 4 OF TITLE 12-4-7 (J) (1) AND SECTION 12-4-5(B), OF THE 1971 CODE OF ORDINANCES, CITY OF PUEBLO, COUNTY OF PUEBLO, STATE OF COLORADO.

_____ _____
DIRECTOR OF PUBLIC WORKS DATE

APPROVAL FOR RECORDING:

APPROVED BY THE CITY COUNCIL OF PUEBLO, COLORADO, BY _____ ORDINANCE NO. _____ . THIS IS TO CERTIFY THAT THE PLAT OF BELMONT PLACE, HAS BEEN APPROVED FOR RECORDING IN THE OFFICE OF THE PUEBLO COUNTY CLERK AND RECORDER OF PUEBLO COUNTY, COLORADO.

_____ _____
CITY CLERK **DATE**

LAND SURVEYOR'S CERTIFICATION:

I RANDY G. REEVES, A PROFESSIONAL LAND SURVEYOR REGISTERED IN THE STATE OF COLORADO, HEREBY CERTIFY TO BHUVI BELMONT PLACE LLC, A COLORADO LIMITED LIABILITY COMPANY, DO HEREBY STATE THAT A SURVEY OF THE ABOVE DESCRIBED PREMISES WAS CONDUCTED AND THIS PLAT OF BELMONT PLACE WAS PREPARED BY ME OR UNDER MY RESPONSIBLE CHARGE IN MARCH, 2022 AND IS BASED ON MY PROFESSIONAL LAND SURVEYING KNOWLEDGE, INFORMATION, AND BELIEF AND IS IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE. I FURTHER STATE THAT THIS IS NOT A GUARANTY OR WARRANTY, EITHER EXPRESSED OR IMPLIED.

_____ _____
RANDY G. REEVES DATE
PROFESSIONAL LAND SURVEYOR NO. 22101

REMOVE THIS LINE

NOTICE IS HEREBY GIVEN THAT ACCEPTANCE OF THIS PLATTED SUBDIVISION BY THE CITY OF PUEBLO, DOES NOT CONSTITUTE AN ACCEPTANCE OF DEDICATED PUBLIC ROADS PARK, AND OTHER PUBLIC IMPROVEMENTS FOR MAINTENANCE BY THE CITY. UNTIL SUCH PUBLIC IMPROVEMENTS MEET THE REQUIREMENTS, STANDARDS AND SPECIFICATIONS OF THE CITY, ITS SUBDIVISION ORDINANCE AND WHERE APPROPRIATE, ITS PARK'S DEPARTMENT SPECIFICATIONS, AND SUCH ARE SPECIFICALLY APPROVED AND ACCEPTED IN WRITING BY THE CITY DIRECTOR OF PUBLIC WORKS AND WHERE APPLICABLE, THE CITY DIRECTOR OF PARKS AND RECREATION, THE MAINTENANCE, CONSTRUCTION, AND ALL OTHER MATTERS PERTAINING TO OR AFFECTING SAID DEDICATED PUBLIC ROADS, PARK AND OTHER PUBLIC IMPROVEMENTS AND RIGHTS-OF-WAY ARE THE SOLE RESPONSIBILITY OF THE SUBDIVIDER OR ANY SUBSEQUENT OWNERS OF THE LAND WITHIN THIS SUBDIVISION, ET;

NOTES:

1.) A SEARCH FOR RECORDED RIGHTS OF WAY AND EASEMENTS WAS DONE BY LAND TITLE GUARANTEE COMPANY, ORDER NO. RND35065761, POLICY NO. PIB35065761.25646061 WITH AN EFFECTIVE DATE OF SEPTEMBER 21, 2023 AT 5:00 P.M.

2.) BEARINGS BASED ON THE COLORADO STATE PLANE COORDINATE SYSTEM OF 1983 (1992) SOUTH ZONE, ESTABLISHED ON THE LINE BETWEEN PUEBLO COUNTY GPS CONTROL MONUMENT NO. 1, TO PUEBLO COUNTY GPS CONTROL MONUMENT NO. 5, MONUMENTED AT EACH END WITH A 30" X 2 1/2" ALUMINUM MONUMENT P.L.S. NO. 16128, TO BEAR S 20°36'08" W.

3.) DISTANCES SHOWN HEREON, EXCEPT AS NOTED, ARE GROUND DISTANCES. THE COMBINATION FACTOR FOR THIS PLAT IS 1.000247878. 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 PLANE COORDINATE SYSTEM OF 1983 (1992) SOUTH ZONE ON THE NORTH AMERICAN DATUM OF 1983. THE GPS CONTROL MONUMENTS USED USED FOR THIS SURVEY ARE 1 AND 5.

4.) ALL DISTANCES SHOWN HEREON ARE IN U.S. SURVEY FEET.

"FOR FUTURE DEVELOPMENT"

5.) PARCELS A THROUGH D ARE RESERVED ~~AS DRAINAGE EASEMENTS AND AT THIS TIME ARE NOT BUILD ABLE SITES. THESE PARCELS WILL BECOME BUILD ABLE SITES IN FUTURE FILINGS OF BELMONT PLACE.~~

PROPERTY MAY BE SUBJECT TO:

1. EXISTING LEASES AND TENANCIES, IF ANY.

2. EASEMENT GRANTED TO STATE DEPARTMENT OF HIGHWAYS, DIVISION OF HIGHWAYS, STATE OF COLORADO, BY INSTRUMENT RECORDED OCTOBER 11, 1977, IN BOOK 1905 AT PAGE 816. (LOCATED ON NORTH SIDE HIGHWAY NO. 47, DOES NOT AFFECT SUBJECT PROPERTY)

3. EACH AND EVERY RIGHT OR RIGHTS OF ACCESS TO AND FROM ANY PART OF THE RIGHT OF WAY OF COLORADO STATE HIGHWAY NO. 47, AS GRANTED TO THE STATE DEPARTMENT OF HIGHWAYS, DIVISION OF HIGHWAYS, STATE OF COLORADO IN INSTRUMENT RECORDED OCTOBER 11, 1977 IN BOOK 1905 AT PAGE 823. (CONVEYS THE RIGHT TO ACCESS HIGHWAY NO. 47, AFFECTS SUBJECT PROPERTY)

4. AN EASEMENT FOR ROAD RESERVED UNTO RICHARD F. LEACH, HIS HEIRS AND ASSIGNS, AS DISCLOSED IN DEED RECORDED NOVEMBER 6, 1986 IN BOOK 2315 AT PAGE 57. (CONVEYS PROPERTY TO OTERO SAVINGS & LOAN EXCEPT CDOT RIGHT-OF-WAY AND EASEMENT)

5. RIGHT OF WAY EASEMENT FOR SANITARY SEWER AND MAINTENANCE ROAD, AS GRANTED TO PUEBLO, A MUNICIPAL CORPORATION IN INSTRUMENT RECORDED JANUARY 11, 1991, IN BOOK 2528 AT PAGE 153. (EASEMENT 1 AFFECTS SUBJECT PROPERTY, EASEMENT 2 NORTH OR HIGHWAY NO. 47, DOES NOT AFFECT SUBJECT PROPERTY AND EASEMENT 3 WITHIN TROY AVENUE, NORTH OF HIGHWAY NO. 47 AND DOES NOT AFFECT SUBJECT PROPERTY)

6. RIGHT OF WAY EASEMENT FOR SANITARY SEWER AS GRANTED TO PUEBLO, A MUNICIPAL CORPORATION IN INSTRUMENT RECORDED APRIL 04, 2002 UNDER RECEPTION NO. 1433368. (AFFECTS SUBJECT PROPERTY)

7. RIGHT OF WAY EASEMENT FOR SANITARY SEWER AS GRANTED TO PUEBLO, A MUNICIPAL CORPORATION IN INSTRUMENT RECORDED NOVEMBER 06, 2002 UNDER RECEPTION NO. 1468269. (AFFECTS SUBJECT PROPERTY)

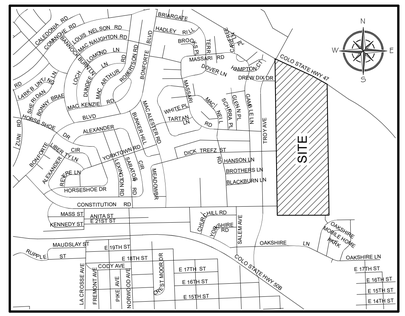
8. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE PUEBLO CONSERVANCY DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED AUGUST 01, 2007, UNDER RECEPTION NO. 1736292 AND RECORDED FEBRUARY 15, 2013 UNDER RECEPTION NO. 1934215 AND PUEBLO CONSERVANCY DISTRICT MAP RECORDED DECEMBER 11, 2009 UNDER RECEPTION NO. 1829096. (NOT SURVEY RELATED)

9. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN BELMONT PLACE 1ST AMENDMENT DEVELOPMENT GUIDE RECORDED JANUARY 06, 2009 UNDER RECEPTION NO. 1792273. AMENDED DEVELOPMENT GUIDE RECORDED AUGUST 12, 2021 UNDER RECEPTION NO. 2239101 AND RERECORDED FEBRUARY 28, 2023 UNDER RECEPTION NO. 2305546. (APPLIES AS APPLICABLE)

10. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN AMENDED AND RESTATED GAS EASEMENT RECORDED APRIL 04, 2023 UNDER RECEPTION NO. 2308822. (SHOWN HEREON)

11. LIEN EVIDENCED BY STATEMENT OF LIEN IN THE AMOUNT OF $415.70 RECORDED JUNE 20, 2023, UNDER RECEPTION NO. 2315909. (NOT SURVEY RELATED)

NOTICE:
ACCORDING TO C.R.S. 13-80-105, 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 CERTIFICATE SHOWN HEREON.



VICINITY MAP

NO.	DATE:	REVISIONS (COMMENTS)	CHECKED:
1	12-12-23	NOV 7, 2023 CITY COMMENTS	RGR
2	1-3-24	JAN 2, 2024 CITY COMMENTS	RGR

SHEET: 1 OF 5
DATE: 10-11-2023
SCALE: NONE

PROJECT: GAGLIANO ENG/BHUVI BELMONT PLACE, LLC
DESCRIPTION: BELMONT PLACE FILING NO. 1
FIELD: JOB NUMBER: 2019-548
DRAWN: RMS FILE NAME: 2019-548 PUD-SUB OVERALL OPT 3
CHECKED: RGR REF. JOB NO.

Cardinal Points Surveying Inc.
4601 Eagledale Place, Suite 110
Pueblo, Colorado 81005
(719) 253-0874 - (719) 253-0878 fax

BELMONT PLACE FILING NO. 1

THE W 1/2 OF THE SW 1/4, A PORTION OF THE SW 1/4 OF THE NW 1/4, AND A PORTION OF THE NW 1/4 OF THE NW 1/4 OF SECTION 21, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN. PUEBLO COUNTY, COLORADO.

FOUND NO. 4 REBAR WITH YELLOW PLASTIC CAP P.L.S. NO. 16128
N=1596609.9330
E=3267408.9980

532.06'

S 66°05'46" E 1063.15'

COLORADO STATE HIGHWAY NO. 47

SOUTHWESTERLY RIGHT-OF-WAY LINE COLORADO STATE HIGHWAY NO. 47

250.05'

281.04'

164.94'

LOT 1
TROY AVENUE CROSSING

581.89'

LOT 1
CONTAINS 4.592± ACRES
(200,042± SQ.FT.)

DRAINAGE EASEMENT

S64°05'04"E 139.90'

N02°54'41"E 155.72'

N52°00'00"W 162.29'

320.41'

S25°01'34"W 414.25'

N23°54'14"E 14.96'

S64°05'04"E 132.23'

N02°54'01"E 32.00'

DRAINAGE EASEMENT

N52°00'00"W 106.25'

141.01'

50' WIDE PUBLIC UTILITY EASEMENT AND DRAINAGE EASEMENT

N23°54'14"E 29.17'

S64°05'04"E 145.10'

LOT 2
CONTAINS 2.736± ACRES
(119,176± SQ.FT.)

BLOCK 1

223.83'

S25°01'34"W 478.15'

N04°11'00"E 111.95'

DRAINAGE EASEMENT

N23°54'14"E 100.00'

N28°22'09"E 100.66'

S61°38'17"E 428.89'

S28°21'43"W 65.94'

963.95'

LOT 3
CONTAINS 2.939± ACRES
(127,992± SQ.FT.)

N43°25'20"W 105.43'

124.90'

288.13'

W 1/2 NW 1/4
SECTION 21

S38°52'45"W 386.92'

FEMA FLOOD ZONE A

S07°37'57"E 307.15'

FOUND NO. 4 REBAR WITH YELLOW PLASTIC CAP P.L.S. NO. 16128
N=1595403.8020
E=3268756.0550

49.31'
N88°57'11"E

R=340.00' L=154.72'

77.32'

N88°57'11"E
48.91'

R=300.00' L=136.52' D=26°04'22"

N88°57'11"E
48.52'

R=260.00' L=118.31'

L=96.79' D=21°19'50"

L=21.52'
D=04°44'53"

NOTTINGHAM

CENTERLINE

260.00'

S64°59'26"E 540.22'

S 64°59'26" E 540.22'

321.94'

S64°59'26"E 540.22'

212.90'

L=338.29'
D=93°31'02"

260.66'

LOT 4
CONTAINS 3.544± ACRES
(154,363± SQ.FT.)

EROSION BUFFER LINE

N45°03'04"W 139.62'

30.00'

N01°36'54"W 1387.16'

159.99'

LOT 1
PRESERVE AT BELMONT I LLC

NE 1/4
SECTION 20

DRAINAGE EASEMENT

50.00'

117.91'

DRAINAGE EASEMENT

S01°36'54"E 100.07'

S88°23'30"W
35.00'

406.07'

S62°07'56"W 341.07'

S25°01'34"W 161.52'

218.27'

L=240.51' R=260.00'

L=240.51' Δ=26°28'57"

BLOCK 2

LOT 2
CONTAINS 1.874± ACRES
(81,614± SQ.FT.)

N65°28'56"W 844.76'

N63°29'52"W 344.13'

20' WIDE PUBLIC UTILITY EASEMENT AND DRAINAGE EASEMENT

438.70'

N25°01'34"E 30.00'

N79°59'34"W 122.64'

S64°58'26"E 40.00'

N25°01'34"E 30.00'

DRAINAGE EASEMENT

N63°29'52"W 83.80'

S63°15'26"W 108.06'

L=30.01'
D=90°08'31"

S67°57'28"W 12.32'

S19°45'44"W 284.07'

N55°27'30"W
RADIAL

N57°29'30"W 101.92'

L=448.40' R=1060.00'

DRAINAGE EASEMENT

N45°03'04"W 102.17'

EROSION BUFFER LINE

FEMA FLOOD ZONE A

PARCEL A
PRESERVE AT BELMONT I LLC

25'

EROSION BUFFER LINE

564.28'
WEST LINE NW 1/4 SECTION 21

SHEET 2 OF 5

SHEET 3 OF 5

N=1597959.3490
E=3272695.2450

SE CORNER SECTION 16
PUEBLO COUNTY GPS CONTROL MONUMENT NO. 1
FOUND 30" X 2 1/2" ALUMINUM
MONUMENT P.L.S. NO. 16128

16 15 21 22

N63°35'50"E 4397.66'

S20°39'08"W 7077.98'
BASIS OF BEARINGS

EAST LINE W 1/2 NW 1/4 SECTION 21

S 01°34'59" E 132.54'

BENCH MARK
TOP 30" X 2 1/2" ALUMINUM
MONUMENT P.L.S. NO. 16128
ELEVATION = 4729.90'
NAVD 88 DATUM

SW CORNER NW 1/4 NE 1/4 SECTION 28
PUEBLO COUNTY GPS CONTROL MONUMENT NO. 5
FOUND 30" X 2 1/2" ALUMINUM MONUMENT
P.L.S. NO. 16128
N=1590739.6490
E=3270206.7760

SCALE 1" = 60'

60' 30' 0 60' 120' 180'

SCALE IN FEET

= SET NO. 6 REBAR WITH 2 1/2" ALUMINUM CAP P.L.S. NO. 22101 IN CAST IRON MONUMENT BOX

(D) = DEED DIMENSION (RECEPTION NO. 2308822)

NO.	DATE:	REVISIONS (COMMENTS)	CHECKED:
1	12-12-23	NOV 7, 2023 CITY COMMENTS	RGR
2	1-3-24	JAN 2, 2024 CITY COMMENTS	RGR

SHEET: 2 OF 5
DATE: 10-11-2023
SCALE: 1" = 60'

PROJECT: GAGLIANO ENG/BHUVI BELMONT PLACE, LLC
DESCRIPTION: BELMONT PLACE FILING NO. 1

FIELD: SB
DRAWN: RMS
CHECKED: RGR
JOB NUMBER: 2019-548
FILE NAME: 2019-548 SUB BELMONT PLACE FILING 1
REF. JOB NO.

Cardinal Points
Surveying Inc.
4601 Eagleridge Place, Suite 110
Pueblo, Colorado 81005
(719) 253-0874 - (719) 253-0876 fax

BELMONT PLACE FILING NO. 1

THE W 1/2 OF THE SW 1/4, A PORTION OF THE SW 1/4 OF THE NW 1/4, AND A PORTION OF THE NW 1/4 OF THE NW 1/4 OF SECTION 21, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN. PUEBLO COUNTY, COLORADO.

SHEET 2 OF 5

SHEET 3 OF 5

FEMA FLOOD ZONE A

EROSION BUFFER LINE

W 1/4 CORNER SECTION 21
FOUND 3 1/2" ALUMINUM
MONUMENT P.L.S. NO. 6138

SE 1/4
SECTION 20

PARCEL A
~~RESERVED AS A DRAINAGE EASEMENT~~
CONTAINS 19.782± ACRES
(861,712± SQ.FT.)

NOT A BUILD ABLE SITE
(FOR FUTURE DEVELOPMENT)

NOTE: THIS IS IN THE FLOODPLAIN, AND SPECIAL PROVISIONS WILL NEED TO BE TAKEN. MAJOR CONCERN WITH PLATTING THE ROAD AS IT IS POSSIBLE THAT ADDITIONAL RIGHT OF WAY AND/ OR REALIGNMENT WILL BE NEEDED TO ACCOMODATE BRIDGE STRUCTURES/BOX CULVERTS. TYPICAL THROUGHOUT FLOODPLAING CROSSINGS.

NOTTINGHAM DRIVE

S63°15'26"W 108.14'

L=1018.17' R=460.00'
R=500.00' L=1106.71' D=126°49'11"
L=1018.17' R=540.00'

L=710.45' R=460.00' D=88°29'27"
L=788.05' R=540.00' D=83°37'17"

S61°50'45"W 33.24'
S61°50'45"W 33.24'
S61°50'45"W 33.24'

TOTAL ROAD RIGHT-OF-WAY
CONTAINS 11.021± ACRES
(480,062± SQ.FT.)

R=540.00' L=473.70'
R=500.00' L=438.51' D=50°15'39"
R=460.00' L=403.52'

CENTERLINE

20' WIDE SANITARY SEWER AND MAINTENANCE ROAD EASEMENT BOOK 3388 PAGE 530 TO BE VACATED

1018.17'

LOT 3
PRESERVE @ BELMONT

S11°36'08"W 195.32'
S11°36'08"W 309.39'
S11°36'08"W 296.60'

"220.6"

SHEET 3 OF 5

SHEET 4 OF 5

W 1/2 SW 1/4
SECTION 21

E 1/2 SW 1/4
SECTION 21

NE CORNER W 1/2 SW 1/4 SECTION 21
FOUND NO. 6 REBAR (30" LONG) WITH
2 1/2" ALUMINUM CAP P.L.S. NO. 16128

SW CORNER NW 1/4 NE 1/4 SECTION 28
PUEBLO COUNTY GPS CONTROL MONUMENT NO. 5
FOUND 30" X 2 1/2" ALUMINUM MONUMENT
P.L.S. NO. 16128
N=1590739.6490
E=3270206.7760

N
W E
S

SCALE 1" = 60'

60' 30' 0 60' 120' 180'
SCALE IN FEET

△ = SET NO. 6 REBAR WITH 2 1/2" ALUMINUM CAP P.L.S. NO. 22101 IN CAST IRON MONUMENT BOX

(D) = DEED DIMENSION (RECEPTION NO. 2308822)

NO.	DATE:	REVISIONS (COMMENTS)	CHECKED:
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SHEET: 3 OF 5
DATE: 10-11-2023
SCALE: 1" = 60'

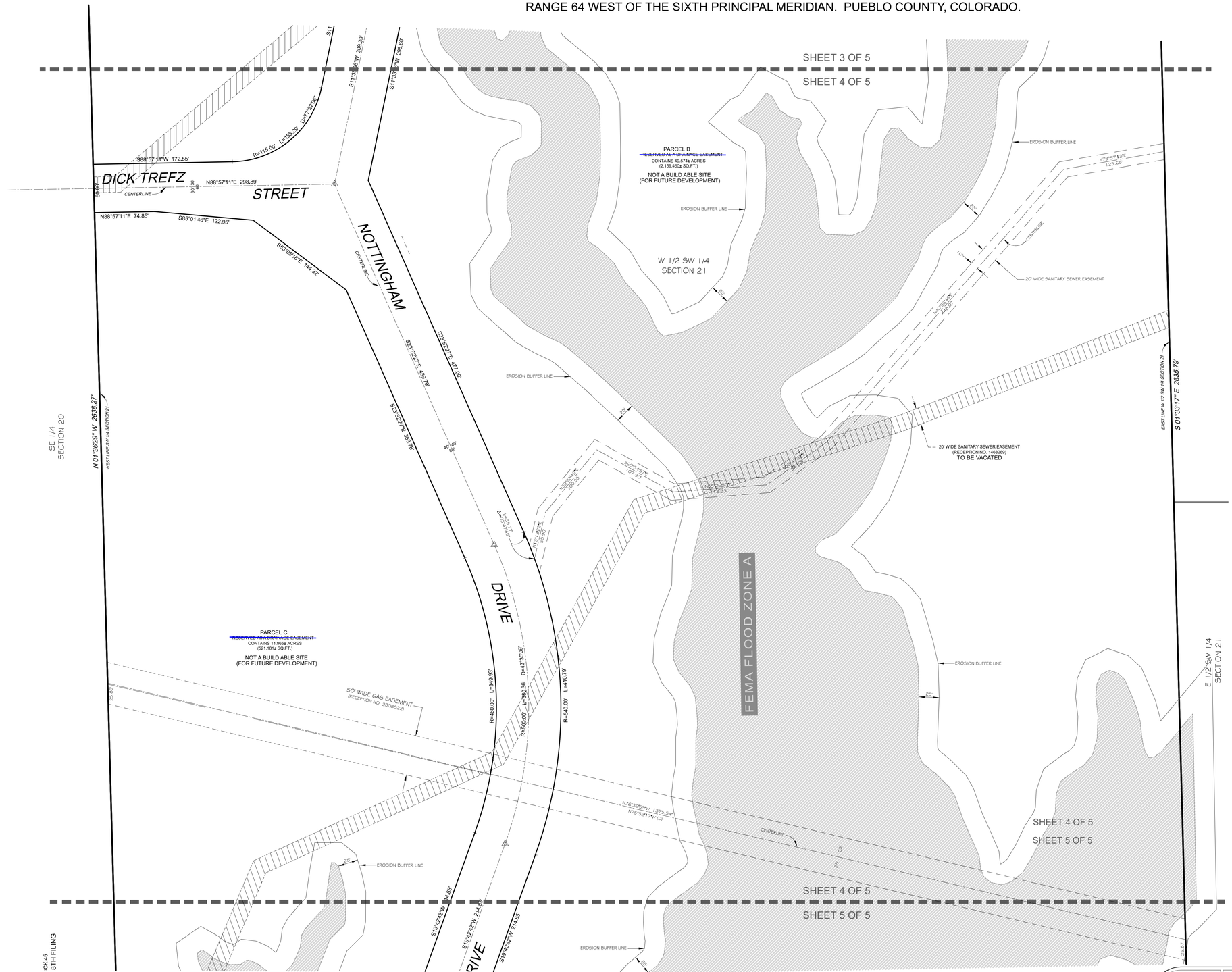
PROJECT: GAGLIANO ENG/BHUVI BELMONT PLACE, LLC
DESCRIPTION: BELMONT PLACE FILING NO. 1

FIELD: SB | JOB NUMBER: 2019-548
DRAWN: RMS | FILE NAME: 2019-548 SUB BELMONT PLACE FILING 1
CHECKED: RGR | REF. JOB NO.

Cardinal Points
Surveying Inc.
(719) 253-0874 - (719) 253-0878 fax
4601 Eagledale Place, Suite 110
Pueblo, Colorado 81005

BELMONT PLACE FILING NO. 1

THE W 1/2 OF THE SW 1/4, A PORTION OF THE SW 1/4 OF THE NW 1/4, AND A PORTION OF THE NW 1/4 OF THE NW 1/4 OF SECTION 21, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN. PUEBLO COUNTY, COLORADO.



N

W E

S

SCALE 1" = 60'

60' 30' 0 60' 120' 180'

SCALE IN FEET

△ = SET NO. 6 REBAR WITH 2 1/2" ALUMINUM CAP P.L.S. NO. 22101 IN CAST IRON MONUMENT BOX

(D) = DEED DIMENSION (RECEPTION NO. 2308822)

NO.	DATE:	REVISIONS (COMMENTS)	CHECKED:
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SHEET: 4 OF 5

DATE: 10-11-2023

SCALE: 1" = 60'

PROJECT: GAGLIANO ENG/BHUVI BELMONT PLACE, LLC
DESCRIPTION: BELMONT PLACE FILING NO. 1

FIELD: SB | JOB NUMBER: 2019-548

DRAWN: RMS | FILE NAME: 2019-548 SUB BELMONT PLACE FILING 1

CHECKED: RGR | REF. JOB NO.

Cardinal Points
Surveying Inc.
(719) 253-0874 - (719) 253-0878 fax
4601 Eagleridge Place, Suite 110
Pueblo, Colorado 81008

BELMONT PLACE FILING NO. 1

THE W 1/2 OF THE SW 1/4, A PORTION OF THE SW 1/4 OF THE NW 1/4, AND A PORTION OF THE NW 1/4 OF THE NW 1/4 OF SECTION 21, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN. PUEBLO COUNTY, COLORADO.

N
W E
S

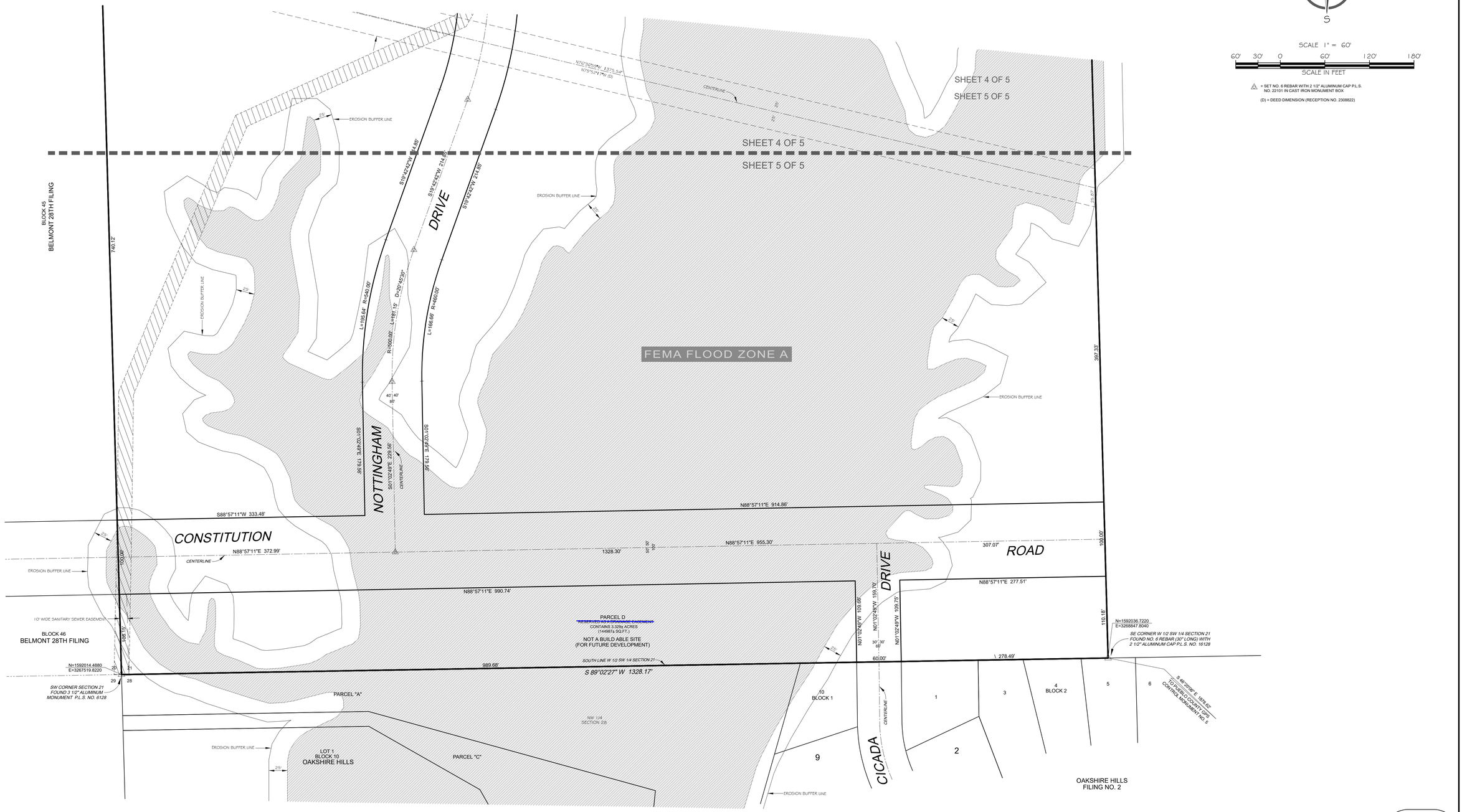
SCALE 1" = 60'

60' 30' 0 60' 120' 180'

SCALE IN FEET

△ = SET NO. 6 REBAR WITH 2 1/2" ALUMINUM CAP P.L.S. NO. 22101 IN CAST IRON MONUMENT BOX

(D) = DEED DIMENSION (RECEPTION NO. 2308822)



NO.	DATE:	REVISIONS (COMMENTS)	CHECKED:
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SHEET: 5 OF 5
DATE: 10-11-2023
SCALE: 1" = 60'

PROJECT: GAGLIANO ENG/BHUVI BELMONT PLACE, LLC
DESCRIPTION: BELMONT PLACE FILING NO. 1

FIELD: SB
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BELMONT PLACE FILING NO. 1

THE W 1/2 OF THE SW 1/4, A PORTION OF THE SW 1/4 OF THE NW 1/4, AND A PORTION OF THE NW 1/4 OF THE NW 1/4 OF SECTION 21, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN. PUEBLO COUNTY, COLORADO.

include this paragraph to this statement for the correct existing sanitary sewer alignment easements, "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)"

KNOW ALL MEN BY THESE PRESENTS: THAT BHUVI BELMONT PLACE LLC, A COLORADO LIMITED LIABILITY COMPANY BEING THE SOLE OWNER OF THE FOLLOWING DESCRIBED PARCEL OF LAND:

THE WEST 1/2 OF THE SOUTHWEST 1/4 AND THAT PORTION OF THE WEST 1/2 OF THE NORTHWEST 1/4 IN SECTION 21, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN, LYING SOUTH OF THE SOUTHERLY RIGHT OF WAY LINE OF COLORADO STATE HIGHWAY NO. 47, COUNTY OF PUEBLO, STATE OF COLORADO.

SAID PARCELS CONTAINS 113.26 ACRES MORE OR LESS, (4,933,639 S.F MORE OR LESS).

HAS CAUSED THE AFOREGOING DESCRIBED PROPERTY TO BE SURVEYED, PLATTED AND SUBDIVIDED INTO LOTS, BLOCKS, STREETS AND PARCELS AND HAS SHOWN HEREON CERTAIN EASEMENTS FOR DRAINAGE, PUBLIC UTILITY AND SANITARY SEWER 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 BELMONT PLACE FILING NO. 1. PARCELS A THROUGH D ARE HERBY RESERVED AS DRAINAGE EASEMENTS FOR FUTURE DEVELOPMENT AND ARE NON BUILDABLE PARCELS WITIN FILING NO. 1.

ALL ROADWAYS, EASEMENTS FOR DRAINAGE, ALL PUBLIC UTILITIES AND PARCELS A THROUGH D FOR THE PURPOSE OF DETENTION SHOWN HEREON ARE HEREBY DEDICATED TO THE PUBLIC FOR PERPETUAL USE.

DRAINAGE FACILITIES LOCATED WITHIN DRAINAGE EASEMENTS SHOWN HEREON SHALL BE INSTALLED, REPAIRED AND MAINTAINED IN GOOD WORKING ORDER AND CONDITION BY THE OWNER(S) OF ALL LOTS WITHIN THE SUBDIVISION. THE CITY OF PUEBLO IS HEREBY GRANTED THE RIGHT BUT NOT THE OBLIGATION IN ITS DESCRIPTION OT MAINTAIN, REPAIR OR REPLACE THE DRAINAGE FACILITIES WITHIN SUCH EASEMENTS AND TO RECOVER THE COSTS THEREOF, PLUS ADMINISTRATIVE EXPENSES FORM SAID OWNER(S). ALL DRAINAGE EASEMENTS SHALL BE FURTHER SUBJECT TO A STORMWATER FACILITY MAINTENANCE AGREEMENT FOR EACH LOT DATED _____ AND FILED CONTEMPORANEOUSLY WITH THE ANNEXED PLAT.

PUBLIC UTILITY EASEMENTS AND DRAINAGE EASEMENTS ARE HEREBY DEDICATED TO THE PUBLIC.

EACH COMMERCIAL LOT SHALL HAVE ITS OWN DETENTION AND WATER QUALITY FACILITIES WHICH SHALL BE INSTALLED, REPAIRED, AND MAINTAINED IN GOOD WORKING ORDER AND CONDITION BY THE OWNER(S) OF THE LOTS UPON WHICH THE FACILITIES ARE LOCATED. THE CITY OF PUEBLO IS HEREBY GRANTED THE RIGHT BUT NO THE OBLIGATION IN ITS DISCRETION TO MAINTAIN, REPAIR OR REPLACE THE DRAINAGE FACILITIES WITHIN SUCH EASEMENTS AND TO RECOVER THE COSTS THEREOF, PLUS ADMINISTRATIVE EXPENSES FROM SAID OWNER(S).

DRAINAGE DETENTION, AND WATER QUALITY FACILITIES SHALL BE DESIGNED AND INSTALLED AT THE TIME OF SITE DEVELOPMENT AND/OR DEVELOPMENT INCLUDING AN O & M MANUAL FOR EACH DRAINAGE FACILITY.

"A FORMAL ENVIRONMENTAL ASSESSMENT FOR THIS SUBDIVISION HAS NOT BEEN PERFORMED; HOWEVER, TO THE BEST OF THE UNDERSIGNED OWNER'S KNOWLEDGE, INFORMATION, AND BELIEF, THERE ARE NO KNOWN HAZARDOUS SUBSTANCES PRESENT WITHIN THIS SUBDIVISION."

IN WITNESS WHEREOF THE FOLLOWING HAVE SET THEIR HAND:

_____ _____

BHUVI BELMONT PLACE LLC, DATE
A COLORADO LIMITED LIABILITY COMPANY
BY: MADHUSUDHAN KOPPARAPU, MANAGING DIRECTOR

STATE OF COLORADO)
) S.S.
COUNTY OF PUEBLO)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS_____ DAY OF _____, 2024 BY MADHUSUDHAN KOPPARAPU, MANAGING DIRECTOR OF BHUVI BELMONT PLACE LLC, A COLORADO LIMITED LIABILITY COMPANY.

_____ MY COMMISSION EXPIRES: _____
NOTARY PUBLIC

IMPROVEMENTS CERTIFICATION:

THIS IS TO CERTIFY THAT THE SUBDIVIDER HAS COMPLIED WITH ALTERNATE NO. 4 OF TITLE 12-4-7 (J) (1) AND SECTION 12-4-5(B), OF THE 1971 CODE OF ORDINANCES, CITY OF PUEBLO, COUNTY OF PUEBLO, STATE OF COLORADO.

_____ _____
DIRECTOR OF PUBLIC WORKS DATE

APPROVAL FOR RECORDING:

APPROVED BY THE CITY COUNCIL OF PUEBLO, COLORADO, BY _____ ORDINANCE NO. _____ . THIS IS TO CERTIFY THAT THE PLAT OF BELMONT PLACE, HAS BEEN APPROVED FOR RECORDING IN THE OFFICE OF THE PUEBLO COUNTY CLERK AND RECORDER OF PUEBLO COUNTY, COLORADO.

_____ _____
CITY CLERK **DATE**

LAND SURVEYOR'S CERTIFICATION:

I RANDY G. REEVES, A PROFESSIONAL LAND SURVEYOR REGISTERED IN THE STATE OF COLORADO, HEREBY CERTIFY TO BHUVI BELMONT PLACE LLC, A COLORADO LIMITED LIABILITY COMPANY, DO HEREBY STATE THAT A SURVEY OF THE ABOVE DESCRIBED PREMISES WAS CONDUCTED AND THIS PLAT OF BELMONT PLACE WAS PREPARED BY ME OR UNDER MY RESPONSIBLE CHARGE IN MARCH, 2022 AND IS BASED ON MY PROFESSIONAL LAND SURVEYING KNOWLEDGE, INFORMATION, AND BELIEF AND IS IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE. I FURTHER STATE THAT THIS IS NOT A GUARANTY OR WARRANTY, EITHER EXPRESSED OR IMPLIED.

_____ _____
RANDY G. REEVES DATE
PROFESSIONAL LAND SURVEYOR NO. 22101

NOTICE IS HEREBY GIVEN THAT ACCEPTANCE OF THIS PLATTED SUBDIVISION BY THE CITY OF PUEBLO, DOES NOT CONSTITUTE AN ACCEPTANCE OF DEDICATED PUBLIC ROADS PARK, AND OTHER PUBLIC IMPROVEMENTS FOR MAINTENANCE BY THE CITY. UNTIL SUCH PUBLIC IMPROVEMENTS MEET THE REQUIREMENTS, STANDARDS AND SPECIFICATIONS OF THE CITY, ITS SUBDIVISION ORDINANCE AND WHERE APPROPRIATE, ITS PARK'S DEPARTMENT SPECIFICATIONS, AND SUCH ARE SPECIFICALLY APPROVED AND ACCEPTED IN WRITING BY THE CITY DIRECTOR OF PUBLIC WORKS AND WHERE APPLICABLE, THE CITY DIRECTOR OF PARKS AND RECREATION, THE MAINTENANCE, CONSTRUCTION, AND ALL OTHER MATTERS PERTAINING TO OR AFFECTING SAID DEDICATED PUBLIC ROADS, PARK AND OTHER PUBLIC IMPROVEMENTS AND RIGHTS-OF-WAY ARE THE SOLE RESPONSIBILITY OF THE SUBDIVIDER OR ANY SUBSEQUENT OWNERS OF THE LAND WITHIN THIS SUBDIVISION, ET;

NOTES:

1.) A SEARCH FOR RECORDED RIGHTS OF WAY AND EASEMENTS WAS DONE BY LAND TITLE GUARANTEE COMPANY, ORDER NO. RND35065761, POLICY NO. PIB35065761.25646061 WITH AN EFFECTIVE DATE OF SEPTEMBER 21, 2023 AT 5:00 P.M.

2.) BEARINGS BASED ON THE COLORADO STATE PLANE COORDINATE SYSTEM OF 1983 (1992) SOUTH ZONE, ESTABLISHED ON THE LINE BETWEEN PUEBLO COUNTY GPS CONTROL MONUMENT NO. 1, TO PUEBLO COUNTY GPS CONTROL MONUMENT NO. 5, MONUMENTED AT EACH END WITH A 30" X 2 1/2" ALUMINUM MONUMENT P.L.S. NO. 16128, TO BEAR S 20°36'08" W.

3.) DISTANCES SHOWN HEREON, EXCEPT AS NOTED, ARE GROUND DISTANCES. THE COMBINATION FACTOR FOR THIS PLAT IS 1.000247878. 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 PLANE COORDINATE SYSTEM OF 1983 (1992) SOUTH ZONE ON THE NORTH AMERICAN DATUM OF 1983. THE GPS CONTROL MONUMENTS USED USED FOR THIS SURVEY ARE 1 AND 5.

4.) ALL DISTANCES SHOWN HEREON ARE IN U.S. SURVEY FEET.

5.) PARCELS A THROUGH D ARE RESERVED AS DRAINAGE EASEMENTS AND AT THIS TIME ARE NOT BUILD ABLE SITES. THESE PARCELS WILL BECOME BUILD ABLE SITES IN FUTURE FILINGS OF BELMONT PLACE.

PROPERTY MAY BE SUBJECT TO:

1. EXISTING LEASES AND TENANCIES, IF ANY.

2. EASEMENT GRANTED TO STATE DEPARTMENT OF HIGHWAYS, DIVISION OF HIGHWAYS, STATE OF COLORADO, BY INSTRUMENT RECORDED OCTOBER 11, 1977, IN BOOK 1905 AT PAGE 816. (LOCATED ON NORTH SIDE HIGHWAY NO. 47, DOES NOT AFFECT SUBJECT PROPERTY)

3. EACH AND EVERY RIGHT OR RIGHTS OF ACCESS TO AND FROM ANY PART OF THE RIGHT OF WAY OF COLORADO STATE HIGHWAY NO. 47, AS GRANTED TO THE STATE DEPARTMENT OF HIGHWAYS, DIVISION OF HIGHWAYS, STATE OF COLORADO IN INSTRUMENT RECORDED OCTOBER 11, 1977 IN BOOK 1905 AT PAGE 823. (CONVEYS THE RIGHT TO ACCESS HIGHWAY NO. 47, AFFECTS SUBJECT PROPERTY)

4. AN EASEMENT FOR ROAD RESERVED UNTO RICHARD F. LEACH, HIS HEIRS AND ASSIGNS, AS DISCLOSED IN DEED RECORDED NOVEMBER 6, 1986 IN BOOK 2315 AT PAGE 57. (CONVEYS PROPERTY TO OTERO SAVINGS & LOAN EXCEPT CDOT RIGHT-OF-WAY AND EASEMENT)

5. RIGHT OF WAY EASEMENT FOR SANITARY SEWER AND MAINTENANCE ROAD, AS GRANTED TO PUEBLO, A MUNICIPAL CORPORATION IN INSTRUMENT RECORDED JANUARY 11, 1991, IN BOOK 2528 AT PAGE 153. (EASEMENT 1 AFFECTS SUBJECT PROPERTY, EASEMENT 2 NORTH OR HIGHWAY NO. 47, DOES NOT AFFECT SUBJECT PROPERTY AND EASEMENT 3 WITHIN TROY AVENUE, NORTH OF HIGHWAY NO. 47 AND DOES NOT AFFECT SUBJECT PROPERTY)

6. RIGHT OF WAY EASEMENT FOR SANITARY SEWER AS GRANTED TO PUEBLO, A MUNICIPAL CORPORATION IN INSTRUMENT RECORDED APRIL 04, 2002 UNDER RECEPTION NO. 1433368. (AFFECTS SUBJECT PROPERTY)

7. RIGHT OF WAY EASEMENT FOR SANITARY SEWER AS GRANTED TO PUEBLO, A MUNICIPAL CORPORATION IN INSTRUMENT RECORDED NOVEMBER 06, 2002 UNDER RECEPTION NO. 1468269. (AFFECTS SUBJECT PROPERTY)

8. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE PUEBLO CONSERVANCY DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED AUGUST 01, 2007, UNDER RECEPTION NO. 1736292 AND RECORDED FEBRUARY 15, 2013 UNDER RECEPTION NO. 1934215 AND PUEBLO CONSERVANCY DISTRICT MAP RECORDED DECEMBER 11, 2009 UNDER RECEPTION NO. 1829096. (NOT SURVEY RELATED)

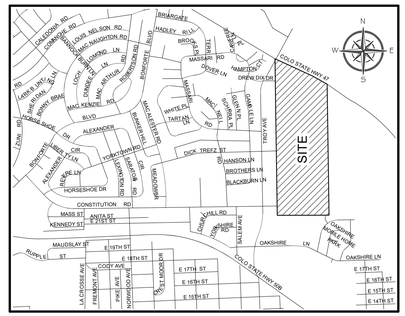
9. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN BELMONT PLACE 1ST AMENDMENT DEVELOPMENT GUIDE RECORDED JANUARY 06, 2009 UNDER RECEPTION NO. 1792273. AMENDED DEVELOPMENT GUIDE RECORDED AUGUST 12, 2021 UNDER RECEPTION NO. 2239101 AND RERECORDED FEBRUARY 28, 2023 UNDER RECEPTION NO. 2305546. (APPLIES AS APPLICABLE)

10. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN AMENDED AND RESTATED GAS EASEMENT RECORDED APRIL 04, 2023 UNDER RECEPTION NO. 2308822. (SHOWN HEREON)

11. LIEN EVIDENCED BY STATEMENT OF LIEN IN THE AMOUNT OF $415.70 RECORDED JUNE 20, 2023, UNDER RECEPTION NO. 2315909. (NOT SURVEY RELATED)

NOTICE:
ACCORDING TO C.R.S. 13-80-105, 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 CERTIFICATE SHOWN HEREON.

where is this easement located? i do not see this labeled on plat



VICINITY MAP

NO.	DATE:	REVISIONS (COMMENTS)	CHECKED:
1	12-12-23	NOV 7, 2023 CITY COMMENTS	RGR
2	1-3-24	JAN 2, 2024 CITY COMMENTS	RGR

SHEET: 1 OF 5
DATE: 10-11-2023
SCALE: NONE

PROJECT: GAGLIANO ENG/BHUVI BELMONT PLACE, LLC
DESCRIPTION: BELMONT PLACE FILING NO. 1
FIELD:
JOB NUMBER: 2019-548
DRAWN: RMS
FILE NAME: 2019-548 PUD-SUB OVERALL OPT 3
CHECKED: RGR
REF. JOB NO.

Cardinal Points Surveying Inc.
4601 Eagledale Place, Suite 110
Pueblo, Colorado 81005
(719) 253-0874 - (719) 253-0878 fax

BELMONT PLACE FILING NO. 1

THE W 1/2 OF THE SW 1/4, A PORTION OF THE SW 1/4 OF THE NW 1/4, AND A PORTION OF THE NW 1/4 OF THE NW 1/4 OF SECTION 21, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN. PUEBLO COUNTY, COLORADO.

FOUND NO. 4 REBAR WITH YELLOW PLASTIC CAP P.L.S. NO. 16128
N=1596609.9330
E=3267408.9980

532.06'
S 66°05'46" E 1063.15'
COLORADO STATE HIGHWAY NO. 47
SOUTHWESTERLY RIGHT-OF-WAY LINE COLORADO STATE HIGHWAY NO. 47
250.05'
281.04'
164.94'
S61°38'17"E 428.89'
963.95'
N28°22'09"E 100.00'
S29°37'51"E 65.94'
S07°37'51"E 307.45'
S19°45'44"W 284.07'
S67°57'28"W 12.32'
FOUND NO. 4 REBAR WITH YELLOW PLASTIC CAP P.L.S. NO. 16128
N=1595403.8020
E=3268756.0550

LOT 1
TROY AVENUE CROSSING

581.89'
N01°36'54"W 1387.16'
199.99'

DRAINAGE EASEMENT
S66°05'46"E 139.90'
N23°54'14"E 155.72'
N50°00'00"W 122.29'
220.41'
S25°01'34"W 424.25'
223.83'

LOT 1
CONTAINS 4.592± ACRES
(200,042± SQ.FT.)

DRAINAGE EASEMENT
N23°54'14"E 14.96'
S66°05'46"E 132.23'
N23°54'14"E 32.00'
N50°00'00"W 102.29'
141.01'

LOT 2
CONTAINS 2.736± ACRES
(119,176± SQ.FT.)

5' WIDE PUBLIC UTILITY EASEMENT AND DRAINAGE EASEMENT
N23°54'14"E 29.17'
S66°05'46"E 145.13'

DRAINAGE EASEMENT
N04°11'00"E 111.95'
S25°01'34"W 478.15'
288.13'
N43°35'00"W 105.43'
124.90'

LOT 3
CONTAINS 2.939± ACRES
(127,992± SQ.FT.)

BLOCK 1

W 1/2 NW 1/4
SECTION 21

280.66'
S38°52'45"W 386.92'

LOT 4
CONTAINS 3.544± ACRES
(154,383± SQ.FT.)

EROSION BUFFER LINE
N49°33'44"E 139.62'
N04°11'00"E 102.17'
DRAINAGE EASEMENT
30.00'
25'
EROSION BUFFER LINE
FEMA FLOOD ZONE A

49.31'
N88°57'11"E
R=340.00' L=154.72'
77.32'
N88°57'11"E
48.91'
R=300.00' L=136.52' D=26°04'22"
N88°57'11"E
48.52'
R=260.00' L=118.31'
L=96.79' D=21°19'50"
L=21.52'
D=04°44'53"
60.00'
NOTTINGHAM
CENTERLINE
260.00'
S64°39'26"E 540.22'
S 64°39'26" E 540.22'
321.94'
S64°39'26"E 540.22'
212.90'
L=239.29'
D=53°41'02"
218.27'
L=240.51' R=257.00'
L=240.51' R=257.00'
DRIVE
L=264.53' R=283.00'
L=264.53' R=283.00'
L=20.01'
D=04°02'01"

DRAINAGE EASEMENT
S66°05'46"E 139.90'
N23°54'14"E 155.72'
N50°00'00"W 122.29'
S66°05'46"E 132.23'
N23°54'14"E 32.00'
N50°00'00"W 102.29'
S66°05'46"E 145.13'
N23°54'14"E 29.17'
N79°23'44"E 122.64'
S64°39'26"E 50.00'
S63°15'26"W 105.43'
N63°15'26"E 83.80'
S63°15'26"W 108.00'
DRAINAGE EASEMENT

LOT 1
CONTAINS 1.009± ACRES
(83,140± SQ.FT.)

DRAINAGE EASEMENT
S50°10'15"E 133.29'
S25°01'34"W 161.52'
406.07'
S62°07'56"E 341.07'
N65°28'56"W 844.76'
N62°29'56"W 344.13'
20' WIDE PUBLIC UTILITY EASEMENT AND DRAINAGE EASEMENT
438.70'
S55°38'30"W 35.00'
100.00'
DRAINAGE EASEMENT
S01°36'54"E 564.28'
WEST LINE NW 1/4 SECTION 21
25'
EROSION BUFFER LINE
FEMA FLOOD ZONE A
PARCEL A
PRESERVE AT BELMONT I LLC
LOT 1
PRESERVE AT BELMONT I LLC
NE 1/4
SECTION 20

BLOCK 2

LOT 2
CONTAINS 1.874± ACRES
(81,614± SQ.FT.)

S55°38'30"W
RADIAL
N57°22'30"E 101.50'
LINE NOT ACCESSIBLE

N=1597959.3490
E=3272695.2450
SE CORNER SECTION 16
PUEBLO COUNTY GPS CONTROL MONUMENT NO. 1
FOUND 30" X 2 1/2" ALUMINUM
MONUMENT P.L.S. NO. 16128
16
15
21
22
N63°35'00"E 4397.66'
S20°39'08"W 7077.98'
BASIS OF BEARINGS
EAST LINE W 1/2 NW 1/4 SECTION 21
S 01°34'59" E 132.54'

BENCH MARK
TOP 30" X 2 1/2" ALUMINUM
MONUMENT P.L.S. NO. 16128
ELEVATION = 4729.90'
NAVD 88 DATUM

SW CORNER NW 1/4 NE 1/4 SECTION 28
PUEBLO COUNTY GPS CONTROL MONUMENT NO. 5
FOUND 30" X 2 1/2" ALUMINUM MONUMENT
P.L.S. NO. 16128
N=1590739.6490
E=3270206.7760

SCALE 1" = 60'
60' 30' 0 60' 120' 180'
SCALE IN FEET

= SET NO. 6 REBAR WITH 2 1/2" ALUMINUM CAP P.L.S. NO. 22101 IN CAST IRON MONUMENT BOX

(D) = DEED DIMENSION (RECEPTION NO. 2308822)

SHEET 2 OF 5

SHEET 3 OF 5

NO.	DATE:	REVISIONS (COMMENTS)	CHECKED:
1	12-12-23	NOV 7, 2023 CITY COMMENTS	RGR
2	1-3-24	JAN 2, 2024 CITY COMMENTS	RGR

SHEET: 2 OF 5
DATE: 10-11-2023
SCALE: 1" = 60'

PROJECT: GAGLIANO ENG/BHUVI BELMONT PLACE, LLC
DESCRIPTION: BELMONT PLACE FILING NO. 1

FIELD: SB
DRAWN: RMS
CHECKED: RGR
JOB NUMBER: 2019-548
FILE NAME: 2019-548 SUB BELMONT PLACE FILING 1
REF. JOB NO.

Cardinal Points
Surveying Inc.
4601 Eagleridge Place, Suite 110
Pueblo, Colorado 81005
(719) 253-0874 - (719) 253-0876 fax

BELMONT PLACE FILING NO. 1

THE W 1/2 OF THE SW 1/4, A PORTION OF THE SW 1/4 OF THE NW 1/4, AND A PORTION OF THE NW 1/4 OF THE NW 1/4 OF SECTION 21, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN. PUEBLO COUNTY, COLORADO.

SHEET 2 OF 5

SHEET 3 OF 5

FEMA FLOOD ZONE A

EROSION BUFFER LINE

W 1/4 CORNER SECTION 21
FOUND 3 1/2" ALUMINUM
MONUMENT P.L.S. NO. 6138

SE 1/4
SECTION 20

PARCEL A
RESERVED AS A DRAINAGE EASEMENT
CONTAINS 19.782± ACRES
(861,712± SQ.FT.)

NOT A BUILD ABLE SITE
(FOR FUTURE DEVELOPMENT)

S63°15'26"W 108.14'

L=1018.17' R=460.00'

L=710.45' R=460.00' D=88°29'27"

R=500.00' L=1106.71' D=126°48'11"

L=1018.17' R=540.00'

L=788.05' R=540.00' D=83°35'17"

DRIVE

NOTTINGHAM

S61°50'45"W 33.24'

S61°50'45"W 33.24'

33.24' S61°50'45"W

20' WIDE SANITARY SEWER AND MAINTENANCE ROAD EASEMENT BECOMES (PUBLIC USE) TO BE VACATED

R=540.00' L=473.70'

R=500.00' L=438.51' D=50°15'39"

R=460.00' L=404.52'

TOTAL ROAD RIGHT-OF-WAY
CONTAINS 11.021± ACRES
(480,062± SQ.FT.)

1019.89'

S11°36'09"W 195.32'

S11°36'09"W 309.39'

S11°36'09"W 296.60'

N72°26'09"E

LOT 3
PRESERVE @ BELMONT

SHEET 3 OF 5

SHEET 4 OF 5

SW CORNER NW 1/4 NE 1/4 SECTION 28
PUEBLO COUNTY GPS CONTROL MONUMENT NO. 5
FOUND 30" X 2 1/2" ALUMINUM MONUMENT
P.L.S. NO. 16128
N=1590739.6490
E=3270206.7760

NE CORNER W 1/2 SW 1/4 SECTION 21
FOUND NO. 6 REBAR (30" LONG) WITH
2 1/2" ALUMINUM CAP P.L.S. NO. 16128

W 1/2 SW 1/4
SECTION 21

E 1/2 SW 1/4
SECTION 21

N
W E
S

SCALE 1" = 60'

60' 30' 0 60' 120' 180'

SCALE IN FEET

△ = SET NO. 6 REBAR WITH 2 1/2" ALUMINUM CAP P.L.S. NO. 22101 IN CAST IRON MONUMENT BOX

(D) = DEED DIMENSION (RECEPTION NO. 2308822)

NO.	DATE:	REVISIONS (COMMENTS)	CHECKED:
1	12-12-23	NOV 7, 2023 CITY COMMENTS	RGR
2	1-3-24	JAN 2, 2024 CITY COMMENTS	RGR

SHEET: 3 OF 5
DATE: 10-11-2023
SCALE: 1" = 60'

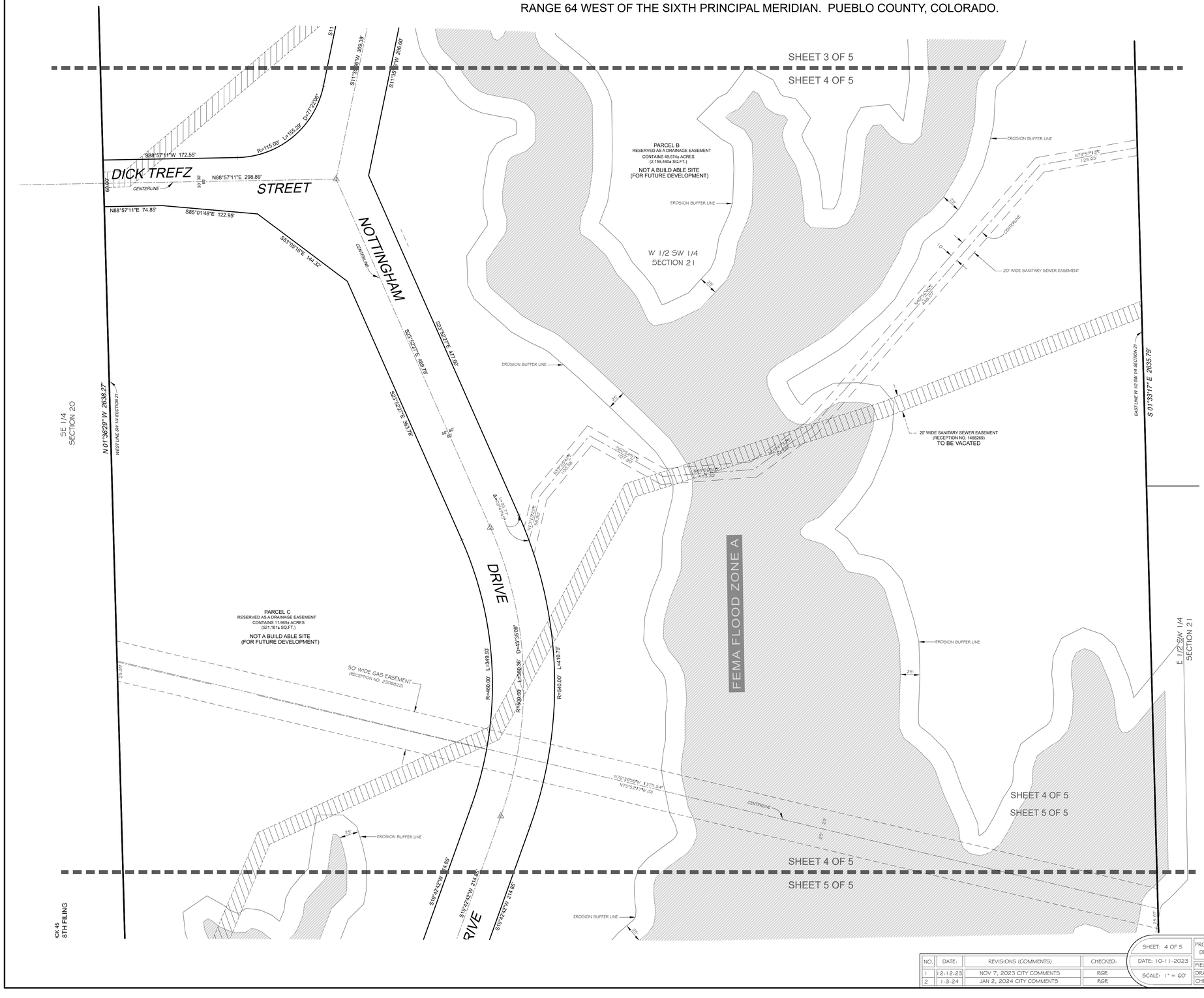
PROJECT: GAGLIANO ENG/BHUVI BELMONT PLACE, LLC
DESCRIPTION: BELMONT PLACE FILING NO. 1

FIELD: SB | JOB NUMBER: 2019-548
DRAWN: RMS | FILE NAME: 2019-548 SUB BELMONT PLACE FILING 1
CHECKED: RGR | REF. JOB NO.

Cardinal Points
Surveying Inc.
(719) 253-0874 - (719) 253-0878 fax
4601 Eagleridge Place, Suite 110
Pueblo, Colorado 81005

BELMONT PLACE FILING NO. 1

THE W 1/2 OF THE SW 1/4, A PORTION OF THE SW 1/4 OF THE NW 1/4, AND A PORTION OF THE NW 1/4 OF THE NW 1/4 OF SECTION 21, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN. PUEBLO COUNTY, COLORADO.



N

W E

S

SCALE 1" = 60'

60' 30' 0 60' 120' 180'

SCALE IN FEET

△ = SET NO. 6 REBAR WITH 2 1/2" ALUMINUM CAP P.L.S. NO. 22101 IN CAST IRON MONUMENT BOX

(D) = DEED DIMENSION (RECEPTION NO. 2308822)

NO.	DATE:	REVISIONS (COMMENTS)	CHECKED:
1	12-12-23	NOV 7, 2023 CITY COMMENTS	RGR
2	1-3-24	JAN 2, 2024 CITY COMMENTS	RGR

SHEET: 4 OF 5
DATE: 10-11-2023
SCALE: 1" = 60'

PROJECT: GAGLIANO ENG/BHUVI BELMONT PLACE, LLC
DESCRIPTION: BELMONT PLACE FILING NO. 1

FIELD: SB
DRAWN: RMS
CHECKED: RGR

JOB NUMBER: 2019-548
FILE NAME: 2019-548 SUB BELMONT PLACE FILING 1
REF. JOB NO.

Cardinal Points
Surveying Inc.
(719) 253-0874 - (719) 253-0878 fax
4601 Eagleridge Place, Suite 110
Pueblo, Colorado 81008

BELMONT PLACE FILING NO. 1

THE W 1/2 OF THE SW 1/4, A PORTION OF THE SW 1/4 OF THE NW 1/4, AND A PORTION OF THE NW 1/4 OF THE NW 1/4 OF SECTION 21, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN. PUEBLO COUNTY, COLORADO.

N
W E
S

SCALE 1" = 60'

60' 30' 0 60' 120' 180'

SCALE IN FEET

△ = SET NO. 6 REBAR WITH 2 1/2" ALUMINUM CAP P.L.S. NO. 22101 IN CAST IRON MONUMENT BOX

(D) = DEED DIMENSION (RECEPTION NO. 2308822)

SHEET 4 OF 5
SHEET 5 OF 5

BLOCK 45
BELMONT 28TH FILING

740.12'

EROSION BUFFER LINE

25'

S18°42'42"W 87.88'

S18°42'42"W 214.88'

S18°42'42"W 214.88'

DRIVE

N12°50'59"W 1375.54' (M)
N75°52'17"W (D)

CENTERLINE

20'

EROSION BUFFER LINE

L=195.64' R=540.00'

D=20°45'39"

L=181.15'

R=500.00'

L=166.66' R=460.00'

FEMA FLOOD ZONE A

397.33'

EROSION BUFFER LINE

S01°02'49"E 1179.58'

NOTTINGHAM

S01°02'49"E 229.56'

CENTERLINE

S01°02'49"E 1179.58'

N88°57'11"E 914.86'

S88°57'11"W 333.48'

CONSTITUTION

N88°57'11"E 372.99'

CENTERLINE

1328.30'

S89°02'27"E 1328.17'

N88°57'11"E 955.30'

307.07'

ROAD

100.00'

EROSION BUFFER LINE

100.00'

N88°57'11"E 990.74'

N88°57'11"E 277.51'

10' WIDE SANITARY SEWER EASEMENT

166.15'

BLOCK 46
BELMONT 28TH FILING

PARCEL D
RESERVED AS A DRAINAGE EASEMENT
CONTAINS 3.329± ACRES
(144987± SQ.FT.)

NOT A BUILD ABLE SITE
(FOR FUTURE DEVELOPMENT)

N01°02'49"W 109.66'

N01°02'49"W 159.70'

DRIVE

N01°02'49"W 109.75'

110.18'

N=1592036.7220
E=3268847.8040

SE CORNER W 1/2 SW 1/4 SECTION 21
FOUND NO. 6 REBAR (30"LONG) WITH
2 1/2" ALUMINUM CAP P.L.S. NO. 16128

30' 30'
60'

60.00'

278.49'

N=1592014.4880
E=3267519.8220

20 21 29 28

989.68'

SOUTH LINE W 1/2 SW 1/4 SECTION 21

S 89°02'27" W 1328.17'

S 45°07'06" E 1835.62'
TO PUEBLO COUNTY GPS
CONTROL MONUMENT NO. 5

SW CORNER SECTION 21
FOUND 3 1/2" ALUMINUM
MONUMENT P.L.S. NO. 6128

PARCEL "A"

NW 1/4
SECTION 28

10
BLOCK 1

1

3

4
BLOCK 2

5

6

EROSION BUFFER LINE

LOT 1
BLOCK 10
OAKSHIRE HILLS

PARCEL "C"

9

CICADA

CENTERLINE

2

OAKSHIRE HILLS
FILING NO. 2

EROSION BUFFER LINE

NO.	DATE:	REVISIONS (COMMENTS)	CHECKED:
1	12-12-23	NOV 7, 2023 CITY COMMENTS	RGR
2	1-3-24	JAN 2, 2024 CITY COMMENTS	RGR

SHEET: 5 OF 5
DATE: 10-11-2023
SCALE: 1" = 60'

PROJECT: GAGLIANO ENG/BHUVI BELMONT PLACE, LLC
DESCRIPTION: BELMONT PLACE FILING NO. 1

FIELD: SB
DRAWN: RMS
CHECKED: RGR
JOB NUMBER: 2019-548
FILE NAME: 2019-548 SUB BELMONT PLACE FILING 1
REF. JOB NO.

Cardinal Points
Surveying Inc.
(719) 253-0874 - (719) 253-0878 fax
4601 Eagleridge Place, Suite 110
Pueblo, Colorado 81005

BELMONT PLACE FILING NO. 1

THE W 1/2 OF THE SW 1/4, A PORTION OF THE SW 1/4 OF THE NW 1/4, AND A PORTION OF THE NW 1/4 OF THE NW 1/4 OF SECTION 21, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN. PUEBLO COUNTY, COLORADO.

KNOW ALL MEN BY THESE PRESENTS: THAT BHUVI BELMONT PLACE LLC, A COLORADO LIMITED LIABILITY COMPANY BEING THE SOLE OWNER OF THE FOLLOWING DESCRIBED PARCEL OF LAND:

THE WEST 1/2 OF THE SOUTHWEST 1/4 AND THAT PORTION OF THE WEST 1/2 OF THE NORTHWEST 1/4 IN SECTION 21, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN, LYING SOUTH OF THE SOUTHERLY RIGHT OF WAY LINE OF COLORADO STATE HIGHWAY NO. 47, COUNTY OF PUEBLO, STATE OF COLORADO.

SAID PARCELS CONTAINS 113.26 ACRES MORE OR LESS, (4,933,639 S.F MORE OR LESS).

HAS CAUSED THE AFOREGOING DESCRIBED PROPERTY TO BE SURVEYED, PLATTED AND SUBDIVIDED INTO LOTS, BLOCKS, STREETS AND PARCELS AND HAS SHOWN HEREON CERTAIN EASEMENTS FOR DRAINAGE, PUBLIC UTILITY AND SANITARY SEWER 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 BELMONT PLACE FILING NO. 1. PARCELS A THROUGH D ARE HERBY RESERVED AS DRAINAGE EASEMENTS FOR FUTURE DEVELOPMENT AND ARE NON BUILDABLE PARCELS WITIN FILING NO. 1.

ALL ROADWAYS, EASEMENTS FOR DRAINAGE, ALL PUBLIC UTILITIES AND PARCELS A THROUGH D FOR THE PURPOSE OF DETENTION SHOWN HEREON ARE HEREBY DEDICATED TO THE PUBLIC FOR PERPETUAL USE.

DRAINAGE FACILITIES LOCATED WITHIN DRAINAGE EASEMENTS SHOWN HEREON SHALL BE INSTALLED, REPAIRED AND MAINTAINED IN GOOD WORKING ORDER AND CONDITION BY THE OWNER(S) OF ALL LOTS WITHIN THE SUBDIVISION. THE CITY OF PUEBLO IS HEREBY GRANTED THE RIGHT BUT NOT THE OBLIGATION IN ITS DESCRIPTION OT MAINTAIN, REPAIR OR REPLACE THE DRAINAGE FACILITIES WITHIN SUCH EASEMENTS AND TO RECOVER THE COSTS THEREOF, PLUS ADMINISTRATIVE EXPENSES FORM SAID OWNER(S). ALL DRAINAGE EASEMENTS SHALL BE FURTHER SUBJECT TO A STORMWATER FACILITY MAINTENANCE AGREEMENT FOR EACH LOT DATED _____ AND FILED CONTEMPORANEOUSLY WITH THE ANNEXED PLAT.

PUBLIC UTILITY EASEMENTS AND DRAINAGE EASEMENTS ARE HEREBY DEDICATED TO THE PUBLIC.

EACH COMMERCIAL LOT SHALL HAVE ITS OWN DETENTION AND WATER QUALITY FACILITIES WHICH SHALL BE INSTALLED, REPAIRED, AND MAINTAINED IN GOOD WORKING ORDER AND CONDITION BY THE OWNER(S) OF THE LOTS UPON WHICH THE FACILITIES ARE LOCATED. THE CITY OF PUEBLO IS HEREBY GRANTED THE RIGHT BUT NO THE OBLIGATION IN ITS DISCRETION TO MAINTAIN, REPAIR OR REPLACE THE DRAINAGE FACILITIES WITHIN SUCH EASEMENTS AND TO RECOVER THE COSTS THEREOF, PLUS ADMINISTRATIVE EXPENSES FROM SAID OWNER(S).

DRAINAGE DETENTION, AND WATER QUALITY FACILITIES SHALL BE DESIGNED AND INSTALLED AT THE TIME OF SITE DEVELOPMENT AND/OR DEVELOPMENT INCLUDING AN O & M MANUAL FOR EACH DRAINAGE FACILITY.

"A FORMAL ENVIRONMENTAL ASSESSMENT FOR THIS SUBDIVISION HAS NOT BEEN PERFORMED; HOWEVER, TO THE BEST OF THE UNDERSIGNED OWNER'S KNOWLEDGE, INFORMATION, AND BELIEF, THERE ARE NO KNOWN HAZARDOUS SUBSTANCES PRESENT WITHIN THIS SUBDIVISION."

IN WITNESS WHEREOF THE FOLLOWING HAVE SET THEIR HAND:

_____ _____

BHUVI BELMONT PLACE LLC, DATE
A COLORADO LIMITED LIABILITY COMPANY
BY: MADHUSUDHAN KOPPARAPU, MANAGING DIRECTOR

STATE OF COLORADO)
) SS.
COUNTY OF PUEBLO)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS_____ DAY OF _____, 2024 BY MADHUSUDHAN KOPPARAPU, MANAGING DIRECTOR OF BHUVI BELMONT PLACE LLC, A COLORADO LIMITED LIABILITY COMPANY.

_____ MY COMMISSION EXPIRES: _____
NOTARY PUBLIC

IMPROVEMENTS CERTIFICATION:

THIS IS TO CERTIFY THAT THE SUBDIVIDER HAS COMPLIED WITH ALTERNATE NO. 4 OF TITLE 12-4-7 (J) (1) AND SECTION 12-4-5(B), OF THE 1971 CODE OF ORDINANCES, CITY OF PUEBLO, COUNTY OF PUEBLO, STATE OF COLORADO.

_____ _____
DIRECTOR OF PUBLIC WORKS DATE

APPROVAL FOR RECORDING:

APPROVED BY THE CITY COUNCIL OF PUEBLO, COLORADO, BY _____ ORDINANCE NO. _____ . THIS IS TO CERTIFY THAT THE PLAT OF BELMONT PLACE, HAS BEEN APPROVED FOR RECORDING IN THE OFFICE OF THE PUEBLO COUNTY CLERK AND RECORDER OF PUEBLO COUNTY, COLORADO.

_____ _____
CITY CLERK **DATE**

LAND SURVEYOR'S CERTIFICATION:

I RANDY G. REEVES, A PROFESSIONAL LAND SURVEYOR REGISTERED IN THE STATE OF COLORADO, HEREBY CERTIFY TO BHUVI BELMONT PLACE LLC, A COLORADO LIMITED LIABILITY COMPANY, DO HEREBY STATE THAT A SURVEY OF THE ABOVE DESCRIBED PREMISES WAS CONDUCTED AND THIS PLAT OF BELMONT PLACE WAS PREPARED BY ME OR UNDER MY RESPONSIBLE CHARGE IN MARCH, 2022 AND IS BASED ON MY PROFESSIONAL LAND SURVEYING KNOWLEDGE, INFORMATION, AND BELIEF AND IS IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE. I FURTHER STATE THAT THIS IS NOT A GUARANTY OR WARRANTY, EITHER EXPRESSED OR IMPLIED.

_____ _____
RANDY G. REEVES DATE
PROFESSIONAL LAND SURVEYOR NO. 22101

NOTICE IS HEREBY GIVEN THAT ACCEPTANCE OF THIS PLATTED SUBDIVISION BY THE CITY OF PUEBLO, DOES NOT CONSTITUTE AN ACCEPTANCE OF DEDICATED PUBLIC ROADS PARK, AND OTHER PUBLIC IMPROVEMENTS FOR MAINTENANCE BY THE CITY. UNTIL SUCH PUBLIC IMPROVEMENTS MEET THE REQUIREMENTS, STANDARDS AND SPECIFICATIONS OF THE CITY, ITS SUBDIVISION ORDINANCE AND WHERE APPROPRIATE, ITS PARK'S DEPARTMENT SPECIFICATIONS, AND SUCH ARE SPECIFICALLY APPROVED AND ACCEPTED IN WRITING BY THE CITY DIRECTOR OF PUBLIC WORKS AND WHERE APPLICABLE, THE CITY DIRECTOR OF PARKS AND RECREATION, THE MAINTENANCE, CONSTRUCTION, AND ALL OTHER MATTERS PERTAINING TO OR AFFECTING SAID DEDICATED PUBLIC ROADS, PARK AND OTHER PUBLIC IMPROVEMENTS AND RIGHTS-OF-WAY ARE THE SOLE RESPONSIBILITY OF THE SUBDIVIDER OR ANY SUBSEQUENT OWNERS OF THE LAND WITHIN THIS SUBDIVISION, ET;

NOTES:

1.) A SEARCH FOR RECORDED RIGHTS OF WAY AND EASEMENTS WAS DONE BY LAND TITLE GUARANTEE COMPANY, ORDER NO. RND35065761, POLICY NO. PIB35065761.25646061 WITH AN EFFECTIVE DATE OF SEPTEMBER 21, 2023 AT 5:00 P.M.

2.) BEARINGS BASED ON THE COLORADO STATE PLANE COORDINATE SYSTEM OF 1983 (1992) SOUTH ZONE, ESTABLISHED ON THE LINE BETWEEN PUEBLO COUNTY GPS CONTROL MONUMENT NO. 1, TO PUEBLO COUNTY GPS CONTROL MONUMENT NO. 5, MONUMENTED AT EACH END WITH A 30" X 2 1/2" ALUMINUM MONUMENT P.L.S. NO. 16128, TO BEAR S 20°36'08" W.

3.) DISTANCES SHOWN HEREON, EXCEPT AS NOTED, ARE GROUND DISTANCES. THE COMBINATION FACTOR FOR THIS PLAT IS 1.000247878. 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 PLANE COORDINATE SYSTEM OF 1983 (1992) SOUTH ZONE ON THE NORTH AMERICAN DATUM OF 1983. THE GPS CONTROL MONUMENTS USED USED FOR THIS SURVEY ARE 1 AND 5.

4.) ALL DISTANCES SHOWN HEREON ARE IN U.S. SURVEY FEET.

5.) PARCELS A THROUGH D ARE RESERVED AS DRAINAGE EASEMENTS AND AT THIS TIME ARE NOT BUILD ABLE SITES. THESE PARCELS WILL BECOME BUILD ABLE SITES IN FUTURE FILINGS OF BELMONT PLACE.

PROPERTY MAY BE SUBJECT TO:

1. EXISTING LEASES AND TENANCIES, IF ANY.

2. EASEMENT GRANTED TO STATE DEPARTMENT OF HIGHWAYS, DIVISION OF HIGHWAYS, STATE OF COLORADO, BY INSTRUMENT RECORDED OCTOBER 11, 1977, IN BOOK 1905 AT PAGE 816, (LOCATED ON NORTH SIDE HIGHWAY NO. 47, DOES NOT AFFECT SUBJECT PROPERTY)

3. EACH AND EVERY RIGHT OR RIGHTS OF ACCESS TO AND FROM ANY PART OF THE RIGHT OF WAY OF COLORADO STATE HIGHWAY NO. 47, AS GRANTED TO THE STATE DEPARTMENT OF HIGHWAYS, DIVISION OF HIGHWAYS, STATE OF COLORADO IN INSTRUMENT RECORDED OCTOBER 11, 1977 IN BOOK 1905 AT PAGE 823. (CONVEYS THE RIGHT TO ACCESS HIGHWAY NO. 47, AFFECTS SUBJECT PROPERTY)

4. AN EASEMENT FOR ROAD RESERVED UNTO RICHARD F. LEACH, HIS HEIRS AND ASSIGNS, AS DISCLOSED IN DEED RECORDED NOVEMBER 6, 1986 IN BOOK 2315 AT PAGE 57. (CONVEYS PROPERTY TO OTERO SAVINGS & LOAN EXCEPT CDOT RIGHT-OF-WAY AND EASEMENT)

5. RIGHT OF WAY EASEMENT FOR SANITARY SEWER AND MAINTENANCE ROAD, AS GRANTED TO PUEBLO, A MUNICIPAL CORPORATION IN INSTRUMENT RECORDED JANUARY 11, 1991, IN BOOK 2528 AT PAGE 153. (EASEMENT 1 AFFECTS SUBJECT PROPERTY, EASEMENT 2 NORTH OR HIGHWAY NO. 47, DOES NOT AFFECT SUBJECT PROPERTY AND EASEMENT 3 WITHIN TROY AVENUE, NORTH OF HIGHWAY NO. 47 AND DOES NOT AFFECT SUBJECT PROPERTY)

6. RIGHT OF WAY EASEMENT FOR SANITARY SEWER AS GRANTED TO PUEBLO, A MUNICIPAL CORPORATION IN INSTRUMENT RECORDED APRIL 04, 2002 UNDER RECEPTION NO. 1433368. (AFFECTS SUBJECT PROPERTY)

7. RIGHT OF WAY EASEMENT FOR SANITARY SEWER AS GRANTED TO PUEBLO, A MUNICIPAL CORPORATION IN INSTRUMENT RECORDED NOVEMBER 06, 2002 UNDER RECEPTION NO. 1468269. (AFFECTS SUBJECT PROPERTY)

8. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE PUEBLO CONSERVANCY DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED AUGUST 01, 2007, UNDER RECEPTION NO. 1736292 AND RECORDED FEBRUARY 15, 2013 UNDER RECEPTION NO. 1934215 AND PUEBLO CONSERVANCY DISTRICT MAP RECORDED DECEMBER 11, 2009 UNDER RECEPTION NO. 1829096. (NOT SURVEY RELATED)

9. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN BELMONT PLACE 1ST AMENDMENT DEVELOPMENT GUIDE RECORDED JANUARY 06, 2009 UNDER RECEPTION NO. 1792273. AMENDED DEVELOPMENT GUIDE RECORDED AUGUST 12, 2021 UNDER RECEPTION NO. 2239101 AND RERECORDED FEBRUARY 28, 2023 UNDER RECEPTION NO. 2305546. (APPLIES AS APPLICABLE)

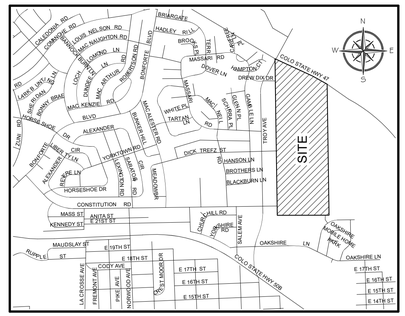
10. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN AMENDED AND RESTATED GAS EASEMENT RECORDED APRIL 04, 2023 UNDER RECEPTION NO. 2308822. (SHOWN HEREON)

11. LIEN EVIDENCED BY STATEMENT OF LIEN IN THE AMOUNT OF $415.70 RECORDED JUNE 20, 2023, UNDER RECEPTION NO. 2315909. (NOT SURVEY RELATED)

NOTICE:
ACCORDING TO C.R.S. 13-80-105, 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 CERTIFICATE SHOWN HEREON.

Condition of approval (to be completed before the Part II subdivision is approved.):

I will need a master traffic study (of all phases of Belmont Place) that addresses signal warrants (at Drew Dix & Troy, Dick Trefz & Troy, and Constitution & Troy), roundabout design, lane configurations, turn lanes, access, reverse curves, trip generation, etc. Local residential trips are higher than ITE suggests. Single family trips are 10 per day. See guidelines previously provided for traffic impact studies.



VICINITY MAP

NO.	DATE:	REVISIONS (COMMENTS)	CHECKED:
1	12-12-23	NOV 7, 2023 CITY COMMENTS	RGR
2	1-3-24	JAN 2, 2024 CITY COMMENTS	RGR

SHEET: 1 OF 5
DATE: 10-11-2023
SCALE: NONE

PROJECT: GAGLIANO ENG/BHUVI BELMONT PLACE, LLC
DESCRIPTION: BELMONT PLACE FILING NO. 1

FIELD: JOB NUMBER: 2019-548
DRAWN: RMS FILE NAME: 2019-548 FLD-SUB OVERALL OPT 3
CHECKED: RGR REF. JOB NO.

Cardinal Points Surveying Inc.
4601 Eagleridge Place, Suite 110
Pueblo, Colorado 81005
(719) 253-0874 - (719) 253-0878 fax

BELMONT PLACE FILING NO. 1

THE W 1/2 OF THE SW 1/4, A PORTION OF THE SW 1/4 OF THE NW 1/4, AND A PORTION OF THE NW 1/4 OF THE NW 1/4 OF SECTION 21, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN. PUEBLO COUNTY, COLORADO.

It is really difficult to see the boundaries of the non-buildable parcels. Try to make it more clear.

FOUND NO. 4 REBAR WITH YELLOW PLASTIC CAP P.L.S. NO. 16128
N=1596609.9330
E=3267408.9980

532.06'

S 66°05'46" E 1063.15'

COLORADO STATE HIGHWAY NO. 47

SOUTHWESTERLY RIGHT-OF-WAY LINE COLORADO STATE HIGHWAY NO. 47

250.05'

281.04'

164.94'

N38°22'09"E 100.00'

S51°38'17"E 428.89'

263.95'

FOUND NO. 4 REBAR WITH YELLOW PLASTIC CAP P.L.S. NO. 16128
N=1595403.8020
E=3268756.0550

S20°39'08"W 1071.86'
BASIS-OF-BEARINGS

EAST LINE W 1/2 NW 1/4 SECTION 21

S 01°34'59" E 132.54'

N=1597959.3490
E=3272695.2450

SE CORNER SECTION 16
PUEBLO COUNTY GPS CONTROL MONUMENT NO. 1
FOUND 30" X 2 1/2" ALUMINUM
MONUMENT P.L.S. NO. 16128

N63°35'50"E 4397.66'

BENCH MARK
TOP 30" X 2 1/2" ALUMINUM
MONUMENT P.L.S. NO. 16128
ELEVATION = 4729.90'
NAVD 88 DATUM

SW CORNER NW 1/4 NE 1/4 SECTION 28
PUEBLO COUNTY GPS CONTROL MONUMENT NO. 5
FOUND 30" X 2 1/2" ALUMINUM MONUMENT
P.L.S. NO. 16128
N=1590739.6490
E=3270206.7760

N
W E
S

SCALE 1" = 60'

60' 30' 0 60' 120' 180'

SCALE IN FEET

△ = SET NO. 6 REBAR WITH 2 1/2" ALUMINUM CAP P.L.S. NO. 22101 IN CAST IRON MONUMENT BOX

(D) = DEED DIMENSION (RECEPTION NO. 2308822)

LOT 1
TROY AVENUE CROSSING

581.89'

N01°36'54" W 1387.16'

LOT 1
CONTAINS 4.592± ACRES
(200,042± SQ.FT.)

DRAINAGE EASEMENT

S66°05'46"E 159.90'

N23°54'14"E 155.72'

N66°05'46"W 162.29'

S25°01'34"W 424.25'

220.41'

LOT 2
CONTAINS 2.736± ACRES
(119,176± SQ.FT.)

BLOCK 1

N23°54'14"E 14.36'

S66°05'46"E 132.23'

N23°54'14"E 152.07'

N66°05'46"W 162.29'

141.01'

50' WIDE PUBLIC UTILITY EASEMENT AND DRAINAGE EASEMENT

N23°54'14"E 29.17'

S66°05'46"E 145.13'

N23°54'14"E 111.95'

N66°05'46"W 162.29'

S25°01'34"W 478.15'

LOT 3
CONTAINS 2.939± ACRES
(127,902± SQ.FT.)

N23°54'14"E 124.90'

S66°05'46"E 105.43'

W 1/2 NW 1/4
SECTION 21

S38°52'45"W 386.92'

280.66'

LOT 4
CONTAINS 3.544± ACRES
(154,383± SQ.FT.)

EROSION BUFFER LINE

N49°23'44"W 139.62'

30.00'

DRAINAGE EASEMENT

N0°23'16"E 102.17'

N67°23'06"W 101.90'

S5°37'54"W 30.18'

S67°57'28"W 12.32'

S19°45'44"W 284.07'

FEMA FLOOD ZONE A

EROSION BUFFER LINE

25'

49.31'
N88°57'11"E

R=340.00' L=154.72'

48.91'
N88°57'11"E

R=300.00' L=136.52' D=26°04'22"

48.52'
N88°57'11"E

R=260.00' L=118.31'

L=96.79' D=21°19'50"

L=21.52'
D=04°44'53"

S51°57'11"W 8.25'

S64°42'43"E 39.37'

S20°01'57"E 133.29'

77.32'

288.13'

260.00'

S64°58'26"E 540.22'

S 64°58'26" E 540.22'

321.94'

S64°58'26"E 540.22'

212.90'

L=339.29'
D=93°31'02"

218.27'

L=240.51'
A=26°58'12"

L=264.53'
D=29°39'54"

L=240.51'
A=26°58'12"

S67°57'28"W
12.32'

S19°45'44"W 284.07'

L=240.51'
A=26°58'12"

L=264.53'
D=29°39'54"

S67°57'28"W
108.00'

S63°15'28"W 438.70'

N65°28'56"W 844.76'

N65°28'56"W 344.13'

20' WIDE PUBLIC UTILITY EASEMENT AND DRAINAGE EASEMENT

N17°10'05"W 30.16'

N79°23'44"W 122.64'

S64°58'26"E 40.00'

N63°28'56"W 83.80'

S63°15'28"E 68.00'

DRAINAGE EASEMENT

N26°44'32"W 406.07'

S63°15'28"E 108.00'

S25°01'34"W 161.52'

406.07'

S63°15'28"E 341.07'

100.00'

DRAINAGE EASEMENT

117.41'

S01°36'54"E 100.02'

S88°23'30"W
35.00'

LOT 1
PRESERVE AT BELMONT I LLC

NE 1/4
SECTION 20

EROSION BUFFER LINE

25'

FEMA FLOOD ZONE A

PARCEL A
PRESERVE AT BELMONT I LLC

S88°28'
WEST LINE NW 1/4 SECTION 21

SHEET 2 OF 5

SHEET 3 OF 5

There will need to be an easement for a temporary cul-de-sac.

NO.	DATE:	REVISIONS (COMMENTS)	CHECKED:
1	12-12-23	NOV 7, 2023 CITY COMMENTS	RGR
2	1-3-24	JAN 2, 2024 CITY COMMENTS	RGR

SHEET: 2 OF 5
DATE: 10-11-2023
SCALE: 1" = 60'

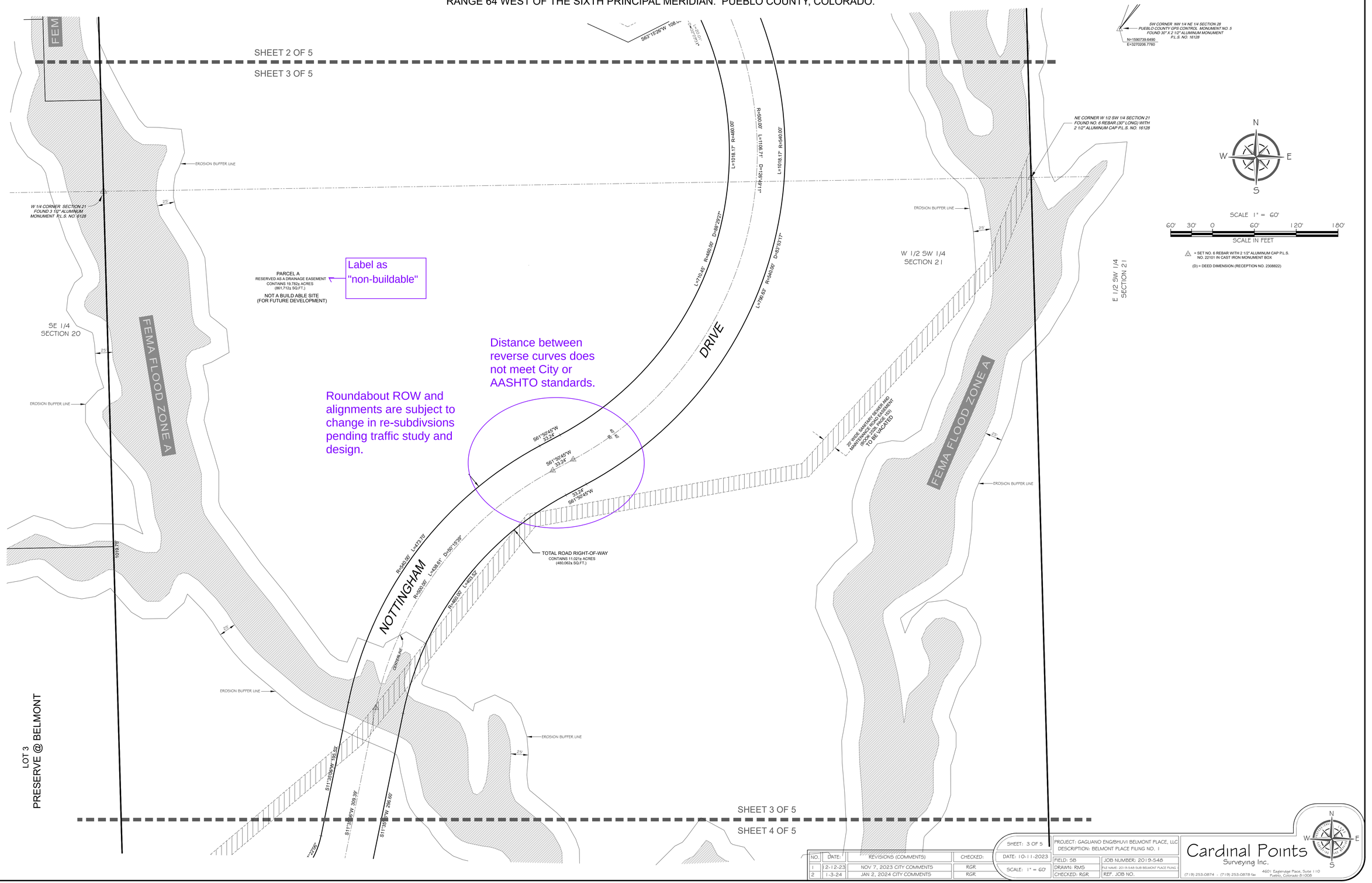
PROJECT: GAGLIANO ENG/BHUVI BELMONT PLACE, LLC
DESCRIPTION: BELMONT PLACE FILING NO. 1

FIELD: SB
DRAWN: RMS
CHECKED: RGR
JOB NUMBER: 2019-548
FILE NAME: 2019-548 SUB BELMONT PLACE FILING 1
REF. JOB NO.

Cardinal Points
Surveying Inc.
4601 Eagleridge Place, Suite 110
Pueblo, Colorado 81005
(719) 253-0874 - (719) 253-0876 fax

BELMONT PLACE FILING NO. 1

THE W 1/2 OF THE SW 1/4, A PORTION OF THE SW 1/4 OF THE NW 1/4, AND A PORTION OF THE NW 1/4 OF THE NW 1/4 OF SECTION 21, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN. PUEBLO COUNTY, COLORADO.



NO.	DATE:	REVISIONS (COMMENTS)	CHECKED:
1	12-12-23	NOV 7, 2023 CITY COMMENTS	RGR
2	1-3-24	JAN 2, 2024 CITY COMMENTS	RGR

SHEET: 3 OF 5
DATE: 10-11-2023
SCALE: 1" = 60'

PROJECT: GAGLIANO ENG/BHUVI BELMONT PLACE, LLC
DESCRIPTION: BELMONT PLACE FILING NO. 1

FIELD: SB | JOB NUMBER: 2019-548
DRAWN: RMS | FILE NAME: 2019-548 SUB BELMONT PLACE FILING 1
CHECKED: RGR | REF. JOB NO.

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BELMONT PLACE FILING NO. 1

THE W 1/2 OF THE SW 1/4, A PORTION OF THE SW 1/4 OF THE NW 1/4, AND A PORTION OF THE NW 1/4 OF THE NW 1/4 OF SECTION 21, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN. PUEBLO COUNTY, COLORADO.

label as "non-buildable"

SHEET 3 OF 5

SHEET 4 OF 5

PARCEL B
RESERVED AS A DRAINAGE EASEMENT
CONTAINS 49.574± ACRES
(2,159,460± SQ.FT.)
NOT A BUILD ABLE SITE
(FOR FUTURE DEVELOPMENT)

W 1/2 SW 1/4
SECTION 21

EROSION BUFFER LINE

DICK TREFZ STREET

CENTERLINE

S88°57'11"W 172.55'

R=115.00' L=155.29' D=77°22'06"

N88°57'11"E 298.89'

N88°57'11"E 74.85'

S85°01'48"E 122.95'

S53°05'16"E 144.32'

S11°39'52"W 309.39'

S17°39'52"W 266.60'

NOTTINGHAM DRIVE

S20°52'27"E 417.00'

S20°52'27"E 469.79'

S29°52'27"E 364.78'

Roundabout ROW and alignments are subject to change pending traffic study and design.

20' WIDE SANITARY SEWER EASEMENT

20' WIDE SANITARY SEWER EASEMENT (RECEPTION NO. 1468269) TO BE VACATED

N01°36'29"W 2638.27'

WEST LINE SW 1/4 SECTION 21

5E 1/4 SECTION 20

S01°33'17"E 2635.79'

EAST LINE W 1/2 SW 1/4 SECTION 21

E 1/2 SW 1/4 SECTION 21

FEMA FLOOD ZONE A

Label as "non-buildable"

PARCEL C
RESERVED AS A DRAINAGE EASEMENT
CONTAINS 11.965± ACRES
(521,181± SQ.FT.)
NOT A BUILD ABLE SITE
(FOR FUTURE DEVELOPMENT)

50' WIDE GAS EASEMENT (RECEPTION NO. 2308822)

R=460.00' L=349.93'

R=540.00' L=360.36'

R=540.00' L=410.79'

N76°39'59"W 1375.54'
N79°52'41"W (D)

SHEET 4 OF 5

SHEET 5 OF 5

S19°42'42"W 214.85'

S19°42'42"W 214.85'

S19°42'42"W 214.85'

ICK 45
8TH FILING

N

W E

S

SCALE 1" = 60'

60' 30' 0 60' 120' 180'

SCALE IN FEET

△ = SET NO. 6 REBAR WITH 2 1/2" ALUMINUM CAP P.L.S. NO. 22101 IN CAST IRON MONUMENT BOX

(D) = DEED DIMENSION (RECEPTION NO. 2308822)

NO.	DATE:	REVISIONS (COMMENTS)	CHECKED:
1	12-12-23	NOV 7, 2023 CITY COMMENTS	RGR
2	1-3-24	JAN 2, 2024 CITY COMMENTS	RGR

SHEET: 4 OF 5
DATE: 10-11-2023
SCALE: 1" = 60'

PROJECT: GAGLIANO ENG/BHUVI BELMONT PLACE, LLC
DESCRIPTION: BELMONT PLACE FILING NO. 1

FIELD: SB
DRAWN: RMS
CHECKED: RGR

JOB NUMBER: 2019-548
FILE NAME: 2019-548 SUB BELMONT PLACE FILING 1
REF. JOB NO.

Cardinal Points Surveying Inc.
(719) 253-0874 - (719) 253-0878 fax
4601 Eagleridge Place, Suite 110
Pueblo, Colorado 81008

BELMONT PLACE FILING NO. 1

THE W 1/2 OF THE SW 1/4, A PORTION OF THE SW 1/4 OF THE NW 1/4, AND A PORTION OF THE NW 1/4 OF THE NW 1/4 OF SECTION 21, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN. PUEBLO COUNTY, COLORADO.

N
W E
S

SCALE 1" = 60'

60' 30' 0 60' 120' 180'

SCALE IN FEET

△ = SET NO. 6 REBAR WITH 2 1/2" ALUMINUM CAP P.L.S. NO. 22101 IN CAST IRON MONUMENT BOX

(D) = DEED DIMENSION (RECEPTION NO. 2308822)

SHEET 4 OF 5
SHEET 5 OF 5

SHEET 4 OF 5
SHEET 5 OF 5

BLOCK 45
BELMONT 28TH FILING

740.12'

EROSION BUFFER LINE

25'

N12°50'59"W 1375.54' (M)
N75°52'17"W (D)

CENTERLINE

20'

S18°42'42"W 214.86'

DRIVE

S18°42'42"W 214.86'

S18°42'42"W 87.86'

L=195.64' R=540.00'

D=20°45'29"

L=181.15' R=500.00'

L=166.66' R=460.00'

FEMA FLOOD ZONE A

397.33'

S01°02'49"E 179.58'

NOTTINGHAM

S01°02'49"E 229.56'

CENTERLINE

S01°02'49"E 179.58'

S88°57'11"W 333.48'

N88°57'11"E 914.86'

CONSTITUTION

CENTERLINE

N88°57'11"E 372.99'

1328.30'

S01°02'49"E 30.16'

N88°57'11"E 955.30'

307.07'

ROAD

100.00'

EROSION BUFFER LINE

100.00'

N88°57'11"E 990.74'

N88°57'11"E 277.51'

10' WIDE SANITARY SEWER EASEMENT

166.15'

PARCEL D
RESERVED AS A DRAINAGE EASEMENT
CONTAINS 3.329± ACRES
(144987± SQ.FT.)

NOT A BUILD ABLE SITE
(FOR FUTURE DEVELOPMENT)

N01°02'49"W 109.66'

N01°02'49"W 159.70'

DRIVE

N01°02'49"W 109.75'

110.18'

N=1592036.7220
E=3268847.8040

SE CORNER W 1/2 SW 1/4 SECTION 21
FOUND NO. 6 REBAR (30"LONG) WITH
2 1/2" ALUMINUM CAP P.L.S. NO. 16128

BLOCK 46
BELMONT 28TH FILING

N=1592014.4880
E=3267519.8220

20 21 29 28

SOUTH LINE W 1/2 SW 1/4 SECTION 21

S 89°02'27" W 1328.17'

989.68'

60.00'

278.49'

SW CORNER SECTION 21
FOUND 3 1/2" ALUMINUM
MONUMENT P.L.S. NO. 6128

PARCEL "A"

NW 1/4
SECTION 28

10
BLOCK 1

1

3

4
BLOCK 2

5

6

S 45°07'06" E 1809.62'
TO PUEBLO COUNTY GPS
CONTROL MONUMENT NO. 5

9

2

CICADA

CENTERLINE

LOT 1
BLOCK 10
OAKSHIRE HILLS

PARCEL "C"

OAKSHIRE HILLS
FILING NO. 2

NO.	DATE:	REVISIONS (COMMENTS)	CHECKED:
1	12-12-23	NOV 7, 2023 CITY COMMENTS	RGR
2	1-3-24	JAN 2, 2024 CITY COMMENTS	RGR

SHEET: 5 OF 5
DATE: 10-11-2023
SCALE: 1" = 60'

PROJECT: GAGLIANO ENG/BHUVI BELMONT PLACE, LLC
DESCRIPTION: BELMONT PLACE FILING NO. 1

FIELD: SB
DRAWN: RMS
CHECKED: RGR
JOB NUMBER: 2019-548
FILE NAME: 2019-548 SUB BELMONT PLACE FILING 1
REF. JOB NO.

Cardinal Points
Surveying Inc.
(719) 253-0874 - (719) 253-0878 fax
4601 Eagleridge Place, Suite 110
Pueblo, Colorado 81005

BELMONT PLACE FILING NO. 1

THE W 1/2 OF THE SW 1/4, A PORTION OF THE SW 1/4 OF THE NW 1/4, AND A PORTION OF THE NW 1/4 OF THE NW 1/4 OF SECTION 21, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN. PUEBLO COUNTY, COLORADO.

SUPPLEMENTAL MAP

Make sure to add all of the required items per the supplemental map checklist.

MARCH 7, 2022

SUBDIVIDER/PROPERTY OWNERS:

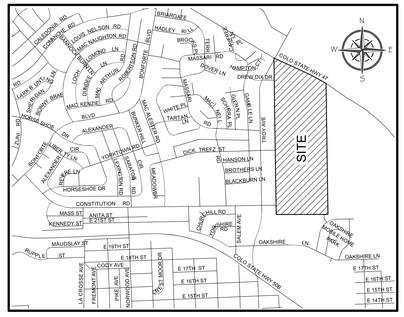
BHUVI BELMONT PLACE LLC, A COLORADO LIMITED LIABILITY COMPANY

I RANDY G. REEVES, A PROFESSIONAL LAND SURVEYOR REGISTERED IN THE STATE OF COLORADO, HEREBY STATE THAT THIS SUPPLEMENTAL MAP OF BELMONT PLACE FILING NO. 1, WAS PREPARED BY ME OR UNDER MY DIRECT RESPONSIBLE CHARGE IN MARCH 2022 AND IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

RANDY G. REEVES
PROFESSIONAL LAND SURVEYOR NO. 22101

DATE

NOTICE:
ACCORDING TO C.R.S. 13-80-105, 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 CERTIFICATE SHOWN HEREON.



VICINITY MAP

NO.	DATE:	REVISIONS (COMMENTS)	CHECKED:
1	12-12-23	NOV 7, 2023 CITY COMMENTS	RGR
2	1-3-24	JAN 2, 2024 CITY COMMENTS	RGR

SHEET: 1 OF 5
DATE: 10-11-2023
SCALE: NONE

PROJECT: GAGLIANO ENG/BHUVI BELMONT PLACE, LLC
DESCRIPTION: BELMONT PLACE FILING NO. 1 (SUPP MAP)

FIELD:
DRAWN: RMS
CHECKED: RGR

JOB NUMBER: 2019-549
FILE NAME: 2019-549 PUD-SUB OVERALL OPT 3
REF. JOB NO.

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Surveying Inc.
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(719) 253-0674 - (719) 253-0676 fax

BELMONT PLACE FILING NO. 1

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SUPPLEMENTAL MAP

LEGEND

- (S) = SANITARY SEWER MANHOLE
- (ST) = STORM SEWER MANHOLE
- EDGE OF ASPHALT
- FENCE
- SANITARY SEWER LINE
- GAS LINE
- STORM SEWER LINE

N E S W

SCALE 1" = 60'

60' 30' 0 60' 120' 180'

SCALE IN FEET

△ = SET NO. 6 REBAR WITH 2 1/2" ALUMINUM CAP P.L.S. NO. 22101 IN CAST IRON MONUMENT BOX.

(D) = DEED DIMENSION (RECEPTION NO. 2308822)

FOUND NO. 4 REBAR WITH YELLOW PLASTIC CAP, P.L.S. NO. 16128
N=1595403.9310
E=3267456.9980

S 66°05'56" E 1063.15'

532.06'

COLORADO STATE HIGHWAY NO. 47

SOUTHWESTERLY RIGHT-OF-WAY LINE COLORADO STATE HIGHWAY NO. 47

284.05'

281.94'

50' WIDE PUBLIC UTILITY EASEMENT AND DRAINAGE EASEMENT

TROY AVENUE CROSSING

LOT 1
PRESERVE AT BELMONT I LLC

LOT 1
CONTAINS 4.592± ACRES
(200,042± SQ.FT.)

LOT 2
CONTAINS 2.736± ACRES
(119,176± SQ.FT.)

LOT 3
CONTAINS 2.938± ACRES
(127,902± SQ.FT.)

LOT 4
CONTAINS 3.544± ACRES
(154,363± SQ.FT.)

LOT 1
CONTAINS 1.909± ACRES
(83,140± SQ.FT.)

LOT 2
CONTAINS 1.874± ACRES
(81,614± SQ.FT.)

BLOCK 1

BLOCK 2

NOTTINGHAM

DRIVE

DRAINAGE EASEMENT

EROSION BUFFER LINE

FEMA FLOOD ZONE A

PARCEL A
PRESERVE AT BELMONT I LLC

W 1/2 NW 1/4
SECTION 21

NE 1/4
SECTION 20

49.31'
N88°57'11"E

R=340.00' L=154.72'

N88°57'11"E 48.91'

R=300.00' L=136.52' D=26°04'22"

N88°57'11"E 48.52'

R=260.00' L=118.31'

L=96.79' D=21°19'50"

77.32'

L=21.52'
D=04°44'33"

6" PVC

ST

SS

SANITARY SEWER MANHOLE
RIM ELEVATION = 4764.83'
(MEASURED)
INVERT (IN) ELEVATION = 4754.83'
INVERT (S) ELEVATION = 4754.93'

N 01°36'54" W 1387.76'

S64°58'26"E 540.22'

321.94'

212.90'

L=36.29'
D=13°51'02"

218.27'

L=240.21' Δ=29°58'12"

408.07'

N65°25'56"W 844.76'

936.10'

S63°15'26"W 108.06'

S20°10'34"W 414.25'

S20°10'34"W 478.15'

S20°10'34"W 497.52'

S16°05'44"W 243.07'

S67°57'28"W 72.32'

S61°38'17"E 428.80'

262.55'

N63°35'05"E 4397.66'

S20°39'59"W 7077.98'
BASIS OF BEARINGS

EAST LINE W 1/2 NW 1/4 SECTION 21

S 01°34'59" E 732.54'

N=1597959.3490
E=3272695.2450

SE CORNER SECTION 16
PUEBLO COUNTY GPS CONTROL MONUMENT NO. 1
FOUND 30" X 2 1/2" ALUMINUM
MONUMENT P.L.S. NO. 16128

16 15 21 22

FOUND NO. 4 REBAR WITH YELLOW PLASTIC CAP, P.L.S. NO. 16128
N=1595403.9520
E=3267786.0530

BENCH MARK
TOP 30" X 2 1/2" ALUMINUM
MONUMENT P.L.S. NO. 16128
ELEVATION = 4729.90'
NAVD 88 DATUM

SW CORNER NW 1/4 NE 1/4 SECTION 28
PUEBLO COUNTY GPS CONTROL MONUMENT NO. 5
FOUND 30" X 2 1/2" ALUMINUM MONUMENT
P.L.S. NO. 16128
N=1590739.6490
E=3270206.7760

SHEET 2 OF 5

SHEET 3 OF 5

NO.	DATE:	REVISIONS (COMMENTS)	CHECKED:
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SHEET: 2 OF 5
DATE: 10-11-2023
SCALE: 1" = 60'

PROJECT: GAGLIANO ENG/BHUVI BELMONT PLACE, LLC
DESCRIPTION: BELMONT PLACE FILING NO. 1 (SUPP MAP)

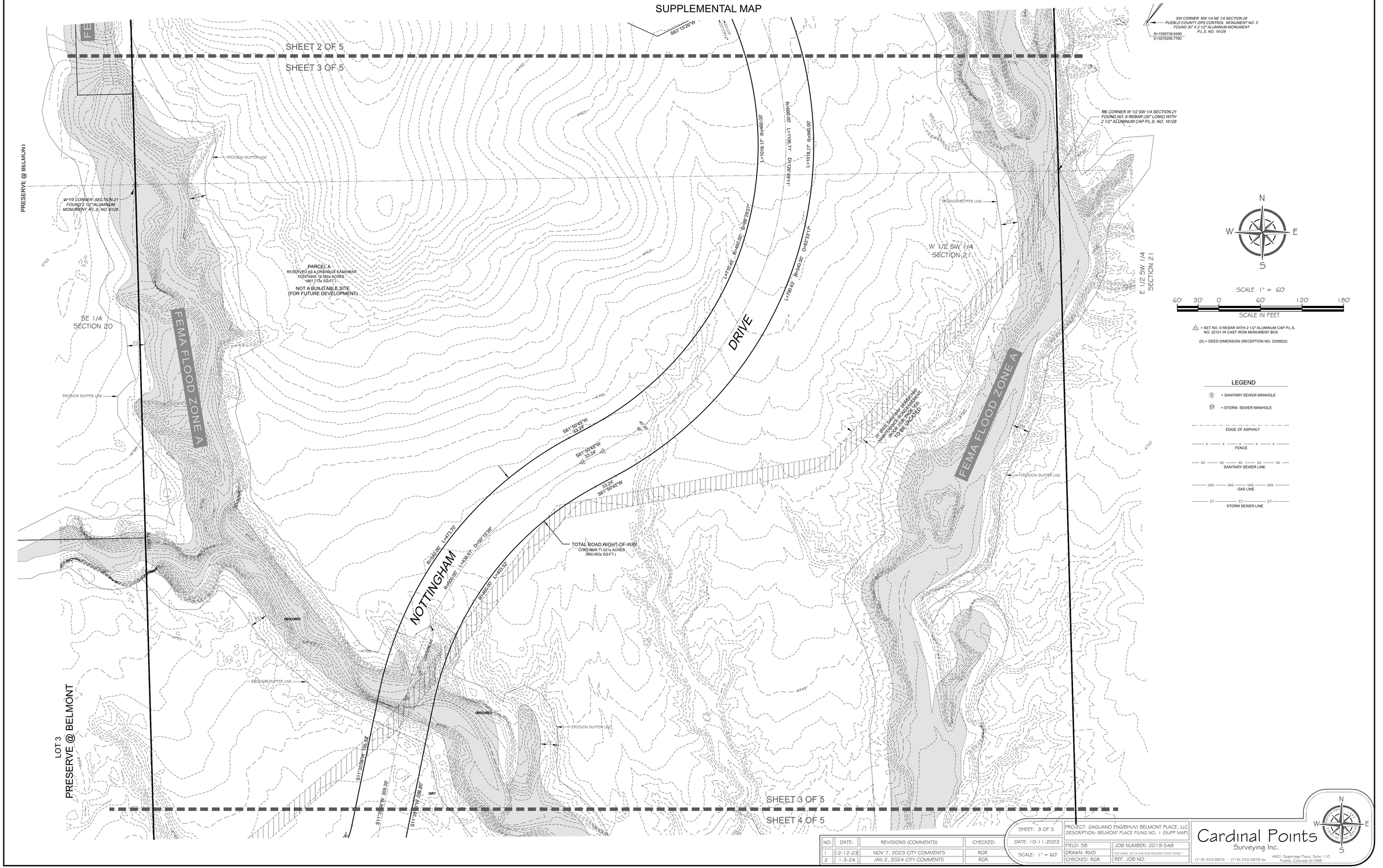
FIELD: SB | JOB NUMBER: 2019-548
DRAWN: RMS | FILE NAME: 2019-548 SUB BELMONT PLACE FILING 1
CHECKED: RGR | REF. JOB NO.

Cardinal Points Surveying Inc.
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Pueblo, Colorado 81005
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BELMONT PLACE FILING NO. 1

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SUPPLEMENTAL MAP



△ = SET NO. 6 REBAR WITH 2 1/2" ALUMINUM CAP P.L.S. NO. 22101 IN CAST IRON MONUMENT BOX

(D) = DEED DIMENSION (RECEPTION NO. 2308822)

LEGEND

- Ⓢ = SANITARY SEWER MANHOLE
- ST = STORM SEWER MANHOLE
- EDGE OF ASPHALT
- x x x x x FENCE
- SS SS SS SS SS SANITARY SEWER LINE
- GAS GAS GAS GAS GAS GAS LINE
- ST ST ST ST STORM SEWER LINE

NO.	DATE:	REVISIONS (COMMENTS)	CHECKED:
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SHEET: 3 OF 5
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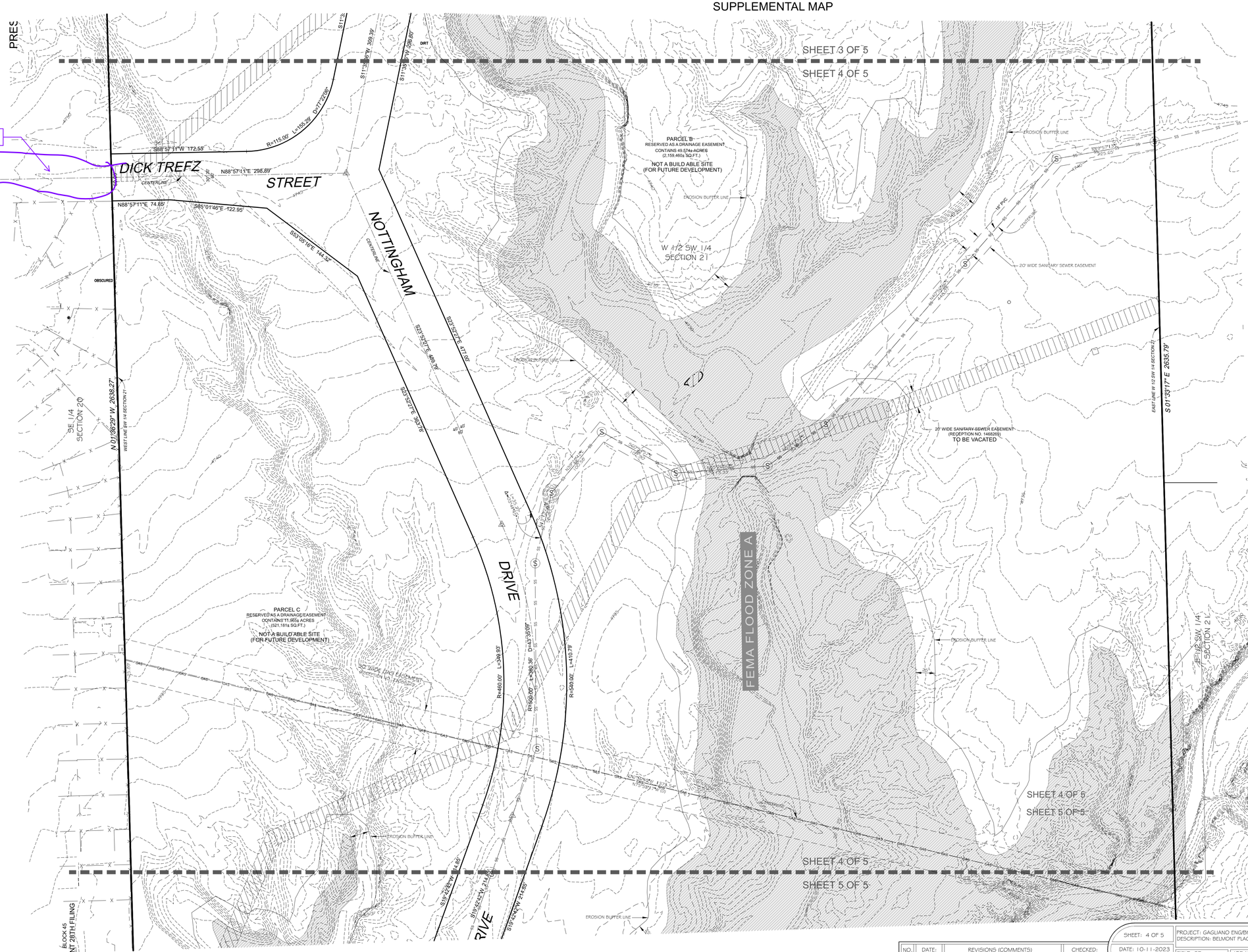
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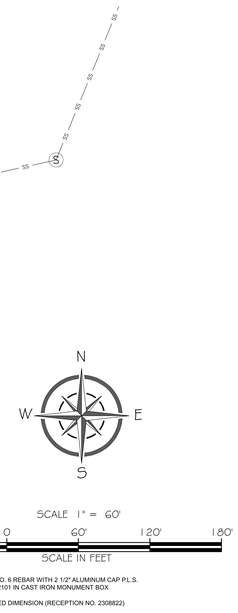
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SUPPLEMENTAL MAP

tree mas





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- EDGE OF ASPHALT
- X — X — X — X — X — FENCE
- SS — SS — SS — SS — SS — SANITARY SEWER LINE
- GAS — GAS — GAS — GAS — GAS — GAS LINE
- ST — ST — ST — ST — STORM SEWER LINE

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SHEET: 4 OF 5
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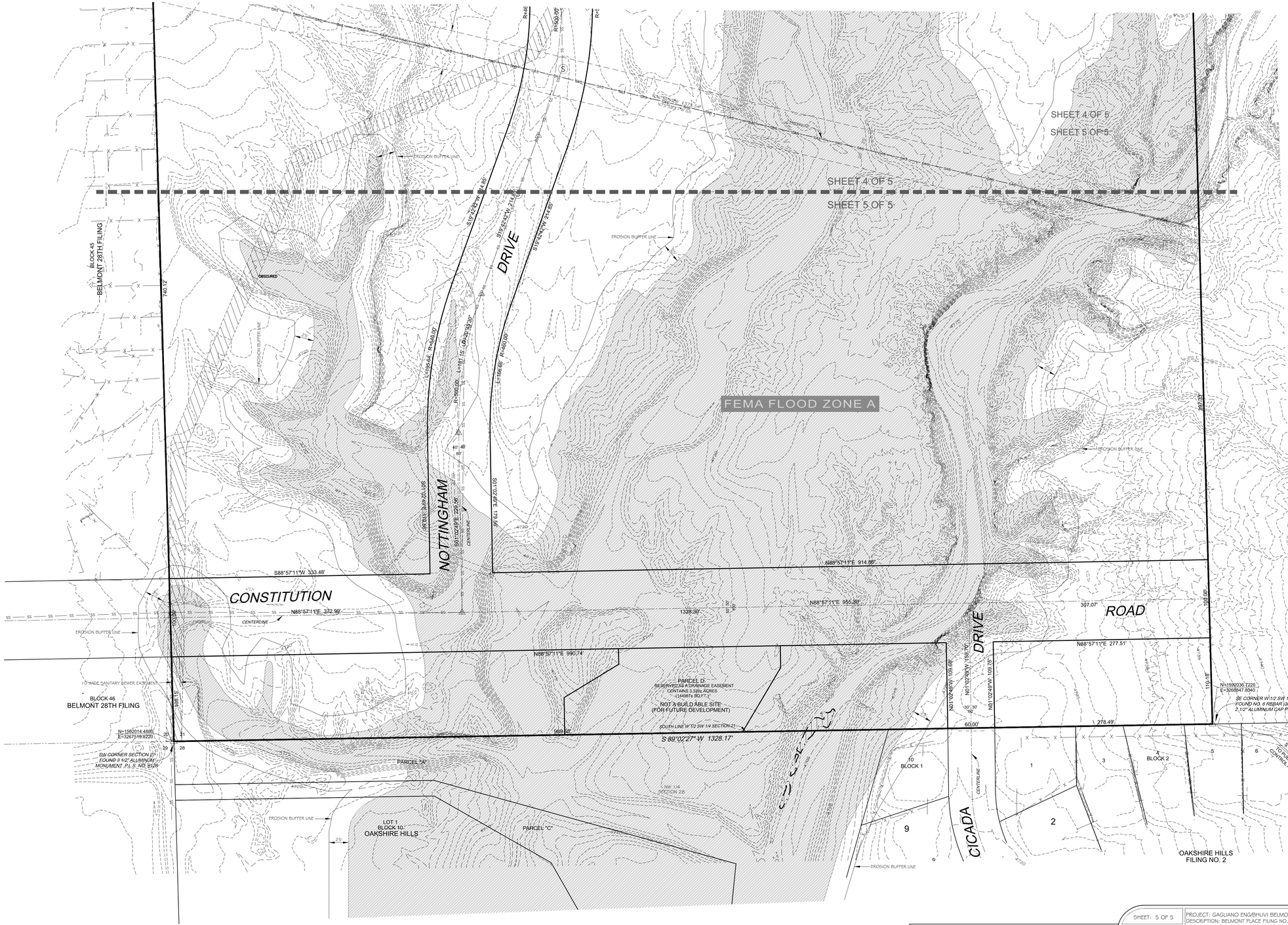
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BELMONT PLACE FILING NO. 1

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SUPPLEMENTAL MAP



SCALE 1" = 60'

60' 30' 0 60' 120' 180'

SCALE IN FEET

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- SS SS SS SS SS SS SANITARY SEWER LINE
- GAS GAS GAS GAS GAS GAS GAS LINE
- ST ST ST ST STORM SEWER LINE

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January 24, 2024

The City Planning and Zoning Commission will hold a public hearing on a request from **Joseph Gagliano** for the approval of the following applications, generally located East of Troy Ave from Highway 50 south to Constitution Ave.

Z-23-12 Belmont Place Rezoning: Rezoning 113 acres from PUD to B-3, Highway and Arterial Business; R-2, Single Family Residential; and R-5, Multiple Residential and Office District.
S-22-07 Belmont Place Subdivision: Subdivision of 113 acres into commercial lots and non-buildable parcels for future development.

The Planning and Zoning Commission meeting will be held on **February 14, 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=WUdnaHVGbnlCdHRrUHNFZnpPWG1Ydz09
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 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 S-22-07

CERTIFICATION

I hereby certify that I did this day cause written notice of the public hearing on the proposed final plat of the property commonly known as Belmont Place Subdivision to be sent to the attached list of owners of the real property lying within three hundred (300) feet of the said property on which the final plat 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.

November 21, 2023
(Date)

PUEBLO PLANNING & ZONING COMMISSION

By Cindy Capitan

Owner	OwnerStree	OwnerCity	Ow	OwnerZip
PUEBLO MUNICIPAL CORP	127 THATCHER BLDG	PUEBLO	CO	81003
PUEBLO GROUP LLC + C/O HEARTLAND E	14125 CLAYTON RD	CHESTERFIELD	MO	63017-8355
HOUSING AUTHORITY OF PUEBLO + OAK	1414 N SANTA FE AVE	PUEBLO	CO	81003-3732
PUEBLO INVESTMENT PARTNERS LLC + A	16869 SW 65TH AVE APT 28	LAKE OSWEGO	OR	97035-7865
JACOBS MEDINA DARIAN AARON + JACC	1943 CALDERWOOD PL	PUEBLO	CO	81001-5674
PARK HILL ASSEMBLY OF GOD + COLORA	2000 TROY AVE	PUEBLO	CO	81001-5627
HOUSING AUTHORITY OF THE CITY OF PI	201 S VICTORIA AVE	PUEBLO	CO	81003-3435
MONTOYA DUSTIN/MONTOYA DANTE/	2605 ST CLAIR AVE	PUEBLO	CO	81004-1634
KEENEY MELINDA GAY + ANDERSON TR	309 YUCCA ST	PUEBLO	CO	81005-1032
BHUVI BELMONT PLACE LLC	44330 MERCURE CIR STE 10	DULLES	VA	20166-2086
FOOTHILLS FARM RLLLP C/O PATRICK A I	4810 QUITA CT	PUEBLO	CO	81001-1072
PUEBLO POINTE MHC, LLC	5600 S QUEBEC ST STE 220A	GREENWOOD VI	CO	80111-2216
TRUONG TONY + VAN HIEN THI	948 SE 9TH AVE	POMPANO BEAC	FL	33060-9508
PUEBLO LAND GROUP LLC	999 S LOGAN ST STE 300	DENVER	CO	80209-5801
CITY OF PUEBLO A MUNICIPAL CORPORA	PO BOX 1427	PUEBLO	CO	81002-1427

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: October 15, 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 NORTH VISTA HIGHLANDS, FILING NO. 10 SUBDIVISION

SUMMARY:

The applicant is requesting to subdivide 36.273-acres into single-family residential lots, open space, and park parcels generally located west of Cedarweed Boulevard and south of the future western extension of Home of Heroes Parkway.

PREVIOUS COUNCIL ACTION:

The applicant is concurrently requesting approval of the following subdivisions:
S-24-03 NVH Filing No.11, S-24-04 NVH Filing No.12, and S-24-05 NVH Filing No.13

BACKGROUND:

The subject property is located west of North Vista Highlands, Filing No. 2, Subdivision. The proposed subdivision divides the property into 114 single-family residential lots, four parcels reserved for pedestrian, trail, landscape, open space, and a park parcel. According to the PUD Development Guide all parcels will be owned, developed and maintained by the North Vista Highlands Metropolitan District, (Section 7, Parks and Open Space). Parcel A is dedicated for drainage, detention, and open space, and will be owned and maintained by the property owner. Parcels B and D are dedicated for drainage, pedestrian, trail, landscaping, and open space purposes. Parcel C is dedicated for a .17-acre park. The proposed single-family residential lots meet the minimum 3,600 sq. ft. minimum area. The lots vary in size between approximately 4,400 sq. ft. and 9,512 sq. ft., with varying lot widths. The North Vista PUD requires lots with widths between 36-59 feet to have 20-foot front-yard setback, lots with widths between 60-75 feet are required to have a 25-foot front-yard setback; and lot widths greater than 75-feet to have a 30-foot setback. All proposed subdivided blocks include varying lot widths, which will require the setbacks to vary creating an irregular appearance from the street. The North Vista PUD Development Guide includes extensive regulations and guidance for Park dedication to ensure that 7.5 acres of park

is provided for each 1,000 residents. The PUD requires the subdivider to dedicate .0075 acres of land as District Park and .015 acres as Neighborhood Park with each residential subdivision (Section 7.7.2.3, North Vista Master Plan, Planned Unit development, First Amendment). The applicant is requesting to include 40-percent of the total area of Parcels A, B, C, and E as park dedication. The proposed neighborhood park in Parcel D (1.73 acres), which will be developed with this subdivision, combined with the trail and open space parcels exceeds the required 1.7 acres of required park area.

FINANCIAL IMPLICATIONS:

There are no financial implications for the City.

BOARD/COMMISSION RECOMMENDATION:

The Planning and Zoning Commission, at their October 9, 2024 Regular Meeting, voted 5-1 to recommend approval. Commissioner Avalos dissenting, Commissioner Maestri absent .

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 site.

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-24-02 NVH No. 10 Complete Attachments

ORDINANCE NO.

AN ORDINANCE APPROVING THE NORTH VISTA HIGHLANDS, FILING NO. 10 SUBDIVISION

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

SECTION 1.

The final plat of the North Vista Highlands, Filing No.10 Subdivision, being a subdivision of land legally described as:

A parcel of land located in the North one-half of Section 7 and the West one-half of the Northwest one-quarter of Section 8, Township 20 South, Range 64 West of the 6th P.M. in the County of Pueblo and State of Colorado and being more particularly described as follows:

All of Parcel “G” and portions of Parcels "P" and "Q", all in North Vista Highlands, Filing No. 7, according to the recorded plat thereof as filed for record on October 26, 2023 at Reception No. 2326748 in the Pueblo County Records and being more particularly described as follows:

Considering the east line of the northeast ¼ of Section 8, Township 20 South, Range 64 West of the 6th Principal Meridian to bear N. 01°25’55” E. monumented on the south end with a found axle and the north end with a 2-½” aluminum cap stamped with PLS. No. 16128, and all bearings contained herein being relative thereto.

Beginning at the east corner of Parcel “Q” in North Vista Highlands, Filing No. 7, said point also being the north corner of Parcel “B”, in North Vista Highlands, Filing No. 4 according to the plat thereof as filed for record on December 21, 2021 at Reception No. 2257458 in the Pueblo County Records; thence S41°27’38”W along the boundary of said Parcels “Q” and “B”, a distance of 858.21 feet; thence S86°38’57”W, a distance of 206.15 feet; thence S83°08’23”W, a distance of 103.56 feet; thence N02°57’03”W, a distance of 111.45 feet; thence along the arc of a curve to the right whose center bears N02°57’03”W and whose radius is 510.00 feet, a distance of 26.27 feet; thence N90°00’00”W, a distance of 16.73 feet; thence N00°00’00”E, a distance of 280.00 feet; thence N90°00’00”W, a distance of 30.00 feet; thence N00°00’00”E, a distance of 177.89 feet; thence N34°23’11”E, a distance of 77.48 feet; thence N37°55’54”W, a distance of 170.00 feet; thence along the arc of a curve to the right whose center bears N37°55’54”W and whose radius is 170.00 feet, a distance of 9.10 feet; thence N34°51’55”W, a distance of 110.00 feet; thence N38°32’00”E, a distance of 34.29 feet; thence N25°46’31”E, a distance of 55.98 feet; thence N90°00’00”E, a distance of 40.00 feet; thence N00°00’00”E, a distance of 280.00 feet; thence N90°00’00”W, a distance of 160.00 feet; thence N00°00’00”E, a distance of 110.00 feet; thence N90°00’00”E, a distance of 14.99 feet; thence N00°00’00”E, a distance of 190.00 feet to a point on the southern boundary of said Parcel “G”; thence continuing along the southern, western, and northern boundary of said Parcel “G” the following fourteen (14) courses:

1. N90°00’00”W, a distance of 456.33 feet;
2. Along the arc of a curve to the left whose radius is 1240.00 feet, a distance of 522.83 feet;
3. S65°50’31”W, a distance of 106.22 feet;
4. Along the arc of a curve to the right whose radius is 1360.00 feet, a distance of 537.32 feet;
5. S88°28’44”W, a distance of 1148.73 feet to a point on the eastern boundary of Overton Road as presently located;
6. N05°27’23”W, a distance of 2.42 feet;

7. Along the arc of a curve to the left whose radius is 1995.79 feet, a distance of 118.17 feet;
8. N88°28’44”E, a distance of 1160.49 feet;
9. Along the arc of a curve to the left whose radius is 1240.00 feet, a distance of 489.91 feet;
10. N65°50’31”E, a distance of 106.22 feet;
11. Along the arc of a curve to the right whose radius is 1360.00 feet, a distance of 573.43 feet;
12. N90°00’00”E, a distance of 627.15 feet;
13. Along the arc of a curve to the right whose radius is 1360.00 feet, a distance of 286.83 feet;
14. S77°54’58”E, a distance of 476.00 feet to a point on the northern boundary of Home of Heroes Parkway as platted in North Vista Highlands, Filing No. 2 according to the recorded plat thereof as filed for record on August 20, 2021 at Reception No. 2240303 in the Pueblo County Records;

Thence along the arc of a curve to the left whose center bears S54°20’07”E and whose radius is 150.00 feet, a distance of 256.09 feet to a point on the western boundary of Cedarweed Boulevard as platted in said North Vista Highlands, Filing No. 2; thence along the arc of a curve to the left whose center bears S82°06’06”E and whose radius is 790.00 feet, a distance of 653.69 feet to the Point of Beginning.

Containing 36.273 acres, more or less.

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-l0-l0l, 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 _____.

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

NORTH VISTA HIGHLANDS, FILING NO. 10

A RESUBDIVISION OF PARCELS G, O, P AND Q OF NORTH VISTA HIGHLANDS, FILING NO. 7
LOCATED IN THE NORTH 1/2 OF SECTION 7 AND THE NW 1/4 OF SECTION 8, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M.
IN THE COUNTY OF PUEBLO, STATE OF COLORADO

– DEDICATION –

KNOW ALL MEN BY THESE PRESENTS: That NORTH VISTA PUEBLO LAND INVESTMENT, LLC, a Colorado Limited Liability Company being the sole owner of the following property:

All of Parcel "G" and portions of Parcels "P" and "Q", all in North Vista Highlands, Filing No. 7, according to the recorded plat thereof as filed for record on October 26, 2023 at Reception No. 2326748 in the Pueblo County Records and being more particularly described as follows:

Considering the east line of the northeast ¼ of Section 8, Township 20 South, Range 64 West of the 6th Principal Meridian to bear N. 01°25'55" E. monumented on the south end with a found axle and the north end with a 2–½" aluminum cap stamped with PLS. No. 16128, and all bearings contained herein being relative thereto.

Beginning at the east corner of Parcel "Q" in North Vista Highlands, Filing No. 7, said point also being the north corner of Parcel "B", in North Vista Highlands, Filing No. 4 according to the plat thereof as filed for record on December 21, 2021 at Reception No. 2257458 in the Pueblo County Records; thence S41°27'38"W along the boundary of said Parcels "Q" and "B", a distance of 858.21 feet; thence S86°38'57"W, a distance of 206.15 feet; thence S83°08'23"W, a distance of 103.56 feet; thence N02°57'03"W, a distance of 111.45 feet; thence along the arc of a curve to the right whose center bears N02°57'03"W and whose radius is 510.00 feet, a distance of 26.27 feet; thence N90°00'00"W, a distance of 16.73 feet; thence N00°00'00"E, a distance of 280.00 feet; thence N90°00'00"W, a distance of 30.00 feet; thence N00°00'00"E, a distance of 177.89 feet; thence N34°23'11"E, a distance of 77.48 feet; thence N37°55'54"W, a distance of 170.00 feet; thence along the arc of a curve to the right whose center bears N37°55'54"W and whose radius is 170.00 feet, a distance of 9.10 feet; thence N34°51'55"W, a distance of 110.00 feet; thence N38°32'00"E, a distance of 34.29 feet; thence N25°46'31"E, a distance of 55.98 feet; thence N90°00'00"E, a distance of 40.00 feet; thence N00°00'00"E, a distance of 280.00 feet; thence N90°00'00"W, a distance of 160.00 feet; thence N00°00'00"E, a distance of 110.00 feet; thence N90°00'00"E, a distance of 14.99 feet; thence N00°00'00"E, a distance of 190.00 feet to a point on the southern boundary of said Parcel "G"; thence continuing along the southern, western, and northern boundary of said Parcel "G" the following fourteen (14) courses:

(1) N90°00'00"W, a distance of 456.33 feet;
(2) Along the arc of a curve to the left whose radius is 1240.00 feet, a distance of 522.83 feet;
(3) S65°50'31"W, a distance of 106.22 feet;
(4) Along the arc of a curve to the right whose radius is 1360.00 feet, a distance of 537.32 feet;
(5) S88°28'44"W, a distance of 1148.73 feet to a point on the eastern boundary of Overton Road as presently located;
(6) N05°27'23"W, a distance of 2.42 feet;
(7) Along the arc of a curve to the left whose radius is 1995.79 feet, a distance of 118.17 feet;
(8) N88°28'44"E, a distance of 1160.49 feet;
(9) Along the arc of a curve to the left whose radius is 1240.00 feet, a distance of 489.91 feet;
(10) N65°50'31"E, a distance of 106.22 feet;
(11) Along the arc of a curve to the right whose radius is 1360.00 feet, a distance of 573.43 feet;
(12) N90°00'00"E, a distance of 627.15 feet;
(13) Along the arc of a curve to the right whose radius is 1360.00 feet, a distance of 286.83 feet;
(14) S77°54'58"E, a distance of 476.00 feet to a point on the northern boundary of Home of Heroes Parkway as platted in North Vista Highlands, Filing No. 2 according to the recorded plat thereof as filed for record on August 20, 2021 at Reception No. 2240303 in the Pueblo County Records;

Thence along the arc of a curve to the left whose center bears S54°20'07"E and whose radius is 150.00 feet, a distance of 256.09 feet to a point on the western boundary of Cedarweed Boulevard as platted in said North Vista Highlands, Filing No. 2; thence along the arc of a curve to the left whose center bears S82°06'06"E and whose radius is 790.00 feet, a distance of 653.69 feet to the Point of Beginning.

Containing 36.273 acres, more or less

Have caused the aforegoing described property to be surveyed, platted and subdivided into lots, blocks, parcels, the same to be numbered, platted, subdivided, dimensioned as shown on the annexed plat, for the purpose of creating a subdivision to be known as NORTH VISTA HIGHLANDS, FILING NO. 10.

All of the streets, easements for drainage, detention, sidewalks, trail and all public utilities, shown hereon, are hereby dedicated to the public for perpetual use.

Parcels A, B, C and E are hereby reserved for pedestrian, trail, landscape, and open space to be owned and maintained by the owner of said parcel or any subsequent owner(s).

Parcel D is hereby reserved for park space to be owned and maintained by the owner of said parcel or any subsequent owner(s).

Streets, curbs & gutters, and sidewalks located within ingress/egress or access easements shown hereon shall be installed, repaired, and maintained in good working order and condition by the owners of all Lots within the subdivision, subject to the terms and conditions of the Declaration of Covenants referenced hereon.

All of the property shown on this plat is subject to the terms and conditions defined and described in the Declaration of Covenants, dated July 13, 2021, and recorded in the Pueblo County Records at Reception No. 2234574

Drainage facilities will be required and located off–site. Requisite drainage facilities, if not existing, are to be constructed and maintained subsequent to construction of public infrastructure within this subdivision.

IN WITNESS WHEREOF, David Resnick, the Manager of NORTH VISTA PUEBLO LAND INVESTMENT, LLC , a Colorado Limited Liability Company, sets his hand and seal this _____ , day of _____ , _____ A.D.:

NORTH VISTA PUEBLO LAND INVESTMENT, LLC
a Colorado Limited Liability Company

_____
David Resnick, Manager
NORTH VISTA PUEBLO LAND INVESTMENT, LLC

STATE OF _____)
)SS
COUNTY OF_____)

I, _____, a Notary Public in and for the County of _____, State of _____, do hereby certify that David Resnick, the Manager of NORTH VISTA PUEBLO LAND INVESTMENT, LLC, who is personally known to me to be the identical person who signed the aforegoing dedication, appeared before me this day in person and acknowledged the execution thereof to be his free and voluntary act for the uses and purposes therein set forth as the deed of said Company.

WITNESS my hand and notarial seal this _____, day of_____, _____A.D.:

My Commission Expires:
Address:

_____ _____
Notary Public Date

The Owner executing this plat confirms that the property subject to this plat is also subject to the Declaration of Covenants, Conditions and Restrictions for North Vista Highlands recorded in the real property records of Pueblo County on February 14, 2019, at Reception No. 2130861, as amended and supplemented of record. The Owner affirms and ratifies the terms, covenants, conditions and restrictions of that Declaration, as amended and supplemented of record.

Consent to this Plat by Successor Founder

The undersigned, as Successor Founder (also sometimes known and referred to as the Founder) under the Declaration recorded in the real property records of Pueblo County on February 14, 2019, at Reception No. 2130861, as amended and supplemented of record, has the right to approve this plat, which right is exercised by the Successor Founder by signature below.

Jevin Investments, Inc., David Resnick, President

By:_____
David Resnick, President

STATE OF _____)
)SS
COUNTY OF_____)

Subscribed and sworn to before me by _____ , as President of Jevin Investments, Inc., on this _____ , day of _____ , 20____A.D.:

WITNESS my hand and notarial seal this _____ , day of _____ , 20 _____ A.D.:

My Commission Expires:
Address:

_____ _____
Notary Public Date

– SURVEYOR'S CERTIFICATION –

This is to certify that we have prepared the annexed plat and that it complies with the minimum standards for Land Survey Plats as set forth in Section 38–51–106 Et. Seq., C.R.S. 1994 (as amended). We have performed the accompanying survey and it was conducted by me or under my responsible charge. All lines and dimensions are correctly shown hereon to the best of my knowledge and belief.

Date:

NORTHSTAR ENGINEERING AND SURVEYING, INC.
111 E. 5th Street
Pueblo, CO 81003

By: _____
Michael Leland Cuppy,
Colorado Registered Professional
Land Surveyor No. 38485

For and on Behalf of
NorthStar Engineering and Surveying, Inc.

– IMPROVEMENT CERTIFICATION –

This is to certify that the Subdivider has complied with Alternate No. 4 of Section 12–4–7(J) (1) and with Section 12–4–5 (b), of the 1971 Code of Ordinances, City of Pueblo, County of Pueblo, State of Colorado.

_____ _____
Director of Public Works Date

– PLANNING COMMISSION CERTIFICATION –

This is to certify that this subdivision was approved by the Planning Commission of the City of Pueblo, County of Pueblo, State of Colorado.

_____ _____
Chairperson Planning Commission Date

– NOTICE –

NOTICE is hereby given that acceptance of this platted subdivision by the City of Pueblo, does not constitute an acceptance of the dedicated public roads, park, and other public improvements for maintenance by the City. Until such dedicated public roads and other parks and public improvements meet the requirements, standards, and specifications, of the City, its subdivision ordinance, and where appropriate, its Park's Department specifications, and such are specifically approved and accepted in writing by the City Director of Public Works and where applicable, the City Director of Parks and Recreation, the maintenance, construction and all other matters pertaining to or affecting said dedicated public roads, parks and other public improvements and rights–of–way are the sole responsibility of the Subdivider or any subsequent owner(s) of the land within this subdivision. City does not accept the private roads, easements and facilities dedicated hereon, nor shall the City be obligated to maintain, construct or repair such private roads, easements, and facilities.

– APPROVAL FOR RECORDING –

Approved by City Council of Pueblo, Colorado, by Ordinance No. _____.

This is to certify that the plat of NORTH VISTA HIGHLANDS, FILING NO. 10 has been approved for recording in the office of the Pueblo County Clerk and Recorder of Pueblo County, Colorado.

_____ _____
City Clerk Date

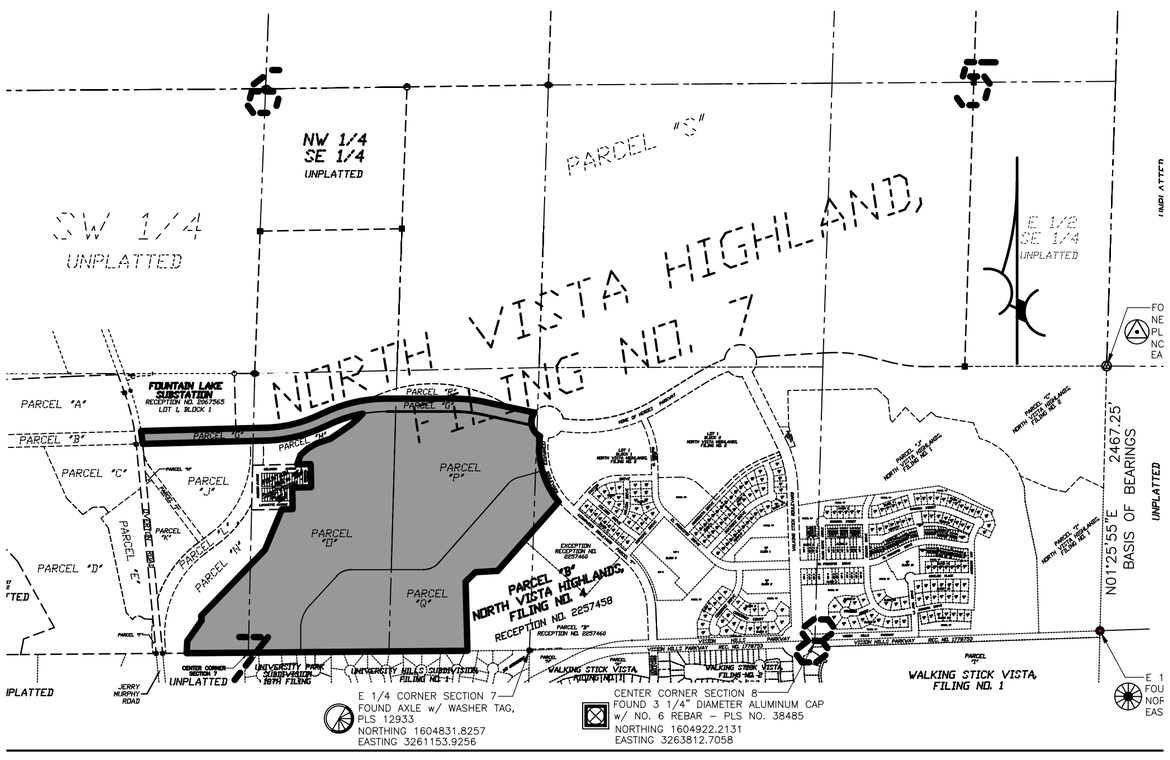
NORTH VISTA Planned PUD Units	
Planning Area 2:	625 Units Total
North Vista Highlands, Filing No. 10	(113) Units
Planning Area 2 balance:	512 Units Remaining

CURRENT NORTH VISTA PUD Park Dedication in Planning Area 2:

North Vista Highlands, Filing No. 10:
Neighborhood/Pocket Park Dedication
Parcels A, B, C, and E (Open space with landscape and trail):
1.62 acres x 40% = 0.65 acres
Parcel D (park parcel): 1.73 acres
TOTAL PARK DEDICATION: 2.38 acres

North Vista Highlands PUD Park Dedication

Filing No.	Planning Area	Dwelling Units (D.U.)	District Park Req. 0.0075 ac per D.U.	Neighborhood Park Req. 0.015 ac per D.U.	District Park Ded.	Neighborhood Park Ded.	Open Space & Trails Ded.
1	PA–4	162	1.22 ac	2.44 ac	1.22 ac (PA–1)	4.46 ac	–
3	PA–4	33	0.25 ac	0.50 ac	0.25 ac (PA–7)	–	–
5	PA–3	157	1.18 ac	2.36 ac	1.18 ac (PA–1)	3.50 ac	3.86 ac
9	PA–3	232	1.74 ac	3.48 ac	1.74 ac (PA–1)	0.83 ac	–
10	PA–2	113	0.85 ac	1.70 ac	0.85 ac (PA–1)	1.73 ac	0.65 ac



MONUMENTATION MAP

NOT TO SCALE

LEGEND:

- FOUND 2 1/2" DIAMETER ALUMINUM CAP, PLS 16128
- FOUND 3 1/4" DIAMETER ALUMINUM CAP WITH NO. 6 REBAR, PLS 38485
- FOUND NO. 4 REBAR WITH YELLOW PLASTIC CAP, PLS 12933
- FOUND 3 1/4" DIAMETER ALUMINUM CAP WITH NO. 6 REBAR, PLS 12933
- FOUND 2" DIA. STEEL PIPE FILLED WITH CONCRETE, WITH TAG WASHER
- FOUND NO. 4 REBAR WITH PLASTIC CAP, PLS 12697
- FOUND AXLE WITH WASHER TAG, PLS 12933
- FOUND NO. 4 REBAR WITH PLASTIC CAP, PLS 30107
- FOUND NAIL WITH WASHER, PLS 12933
- SET NO. 4 REBAR WITH YYELLOW PLASTIC CAP, PLS 38485
- MONUMENT TO BE ESTABLISHED TO MEET CITY OF PUEBLO REQUIREMENTS

R.O.W. RIGHT–OF–WAY
(R) RADIAL
(D) DEED
(M) MEASURED
(P) PLAT

BASIS OF BEARINGS:

EAST LINE OF THE NE 1/4 OF SECTION 8, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M.
TO BEAR N. 01°25'55" E.

PREPARED BY: NORTHSTAR ENGINEERING AND SURVEYING, INC.

NORTH VISTA HIGHLANDS, FILING NO. 10

A RESUBDIVISION OF PARCELS G, O, P AND Q OF NORTH VISTA HIGHLANDS, FILING NO. 7
LOCATED IN THE NORTH 1/2 OF SECTION 7 AND THE NW 1/4 OF SECTION 8, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M.
IN THE COUNTY OF PUEBLO, STATE OF COLORADO

SHEET 2 OF 4

SCALE: 1" = 140'
0 70' 140' 280'

LEGEND

- ○ SET NO. 4 REBAR w/ YELLOW PLASTIC CAP, PLS 39485
- ◒ FOUND NO. 4 REBAR WITH YELLOW PLASTIC CAP, PLS – ILLEGIBLE
- ◒ FOUND NO. 4 REBAR WITH YELLOW PLASTIC CAP, PLS 12933
- ◀ FOUND MONUMENT BOX
- △ MONUMENT TO BE ESTABLISHED TO MEET CITY OF PUEBLO REQUIREMENTS
- P.O.B. POINT OF BEGINNING
- P.U.E. PUBLIC UTILITY EASEMENT
- D.E. DRAINAGE EASEMENT
- S.S.E. SANITARY SEWER EASEMENT
- W.E. WATER EASEMENT
- SF SQUARE FEET
- (R) RADIAL
- (P) PLAT
- (M) MEASURED
- R.O.W. RIGHT OF WAY

BASIS OF BEARINGS

EAST LINE OF THE NE 1/4 OF SECTION 8, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M.
TO BEAR N. 01°25'55" E.

PREPARED BY: NORTHSTAR ENGINEERING AND SURVEYING, INC.

JN 1700929

NORTH VISTA HIGHLANDS, FILING NO. 10

A RESUBDIVISION OF PARCELS G, O, P AND Q OF NORTH VISTA HIGHLANDS, FILING NO. 7

LOCATED IN THE NORTH 1/2 OF SECTION 7 AND THE NW 1/4 OF SECTION 8, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M.

IN THE COUNTY OF PUEBLO, STATE OF COLORADO

JN 1700930

PREPARED BY: NORTHSTAR ENGINEERING AND SURVEYING, INC.

BASIS OF BEARINGS

EAST LINE OF THE NE 1/4 OF SECTION 8, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M.

TO BEAR N. 01°25'55" E.

LEGEND

- ○ SET NO. 4 REBAR w/ YELLOW PLASTIC CAP, PLS 39485
- ◒ FOUND NO. 4 REBAR WITH YELLOW PLASTIC CAP, PLS – ILLEGIBLE
- ◒ FOUND NO. 4 REBAR WITH YELLOW PLASTIC CAP, PLS 12933
- ▲ FOUND MONUMENT BOX
- △ MONUMENT TO BE ESTABLISHED TO MEET CITY OF PUEBLO REQUIREMENTS
- P.O.B. POINT OF BEGINNING

SCALE: 1" = 50'

0 25' 50' 100'

P.U.E. PUBLIC UTILITY EASEMENT
D.E. DRAINAGE EASEMENT
S.S.E. SANITARY SEWER EASEMENT
W.E. WATER EASEMENT
SF SQUARE FEET
(R) RADIAL
(P) PLAT
(M) MEASURED
R.O.W. RIGHT OF WAY

STATE PLANE COORDINATES
NORTHING 1606825.9957
EASTING 3261252.4168

STATE PLANE COORDINATES
NORTHING 1606214.8117
EASTING 3261425.4407

NORTH VISTA HIGHLANDS, FILING NO. 10

A RESUBDIVISION OF PARCELS G, O, P AND Q OF NORTH VISTA HIGHLANDS, FILING NO. 7

LOCATED IN THE NORTH 1/2 OF SECTION 7 AND THE NW 1/4 OF SECTION 8, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M.

IN THE COUNTY OF PUEBLO, STATE OF COLORADO

JN 1700930

PARCEL "D"
75,457 SF
PARK

PARCEL "P"
NORTH VISTA HIGHLANDS,
FILING NO. 7

PARCEL "C"
10,748 SF
OPEN SPACE

PARCEL "Q"
NORTH VISTA HIGHLANDS,
FILING NO. 7

PARCEL "B"
RECEPTION NO. 2257460

OPEN SPACE
"B"
10,939 SF

BLOCK 5
BLOCK 3
BLOCK 3N
BLOCK 2

TELLURIDE DRIVE
CASTOR DRIVE

EXCEPTION RECEPTION NO. 2257460

NORTH VISTA HIGHLANDS FILING NO. 4
PARCEL "B"
RECEPTION NO. 2257458

STATE PLANE COORDINATES
NORTHING 1606214.8117
EASTING 3261425.4407

STATE PLANE COORDINATES
NORTHING 1605559.6121
EASTING 3260651.4268

S41°27'38"W 858.21'

S86°38'57"W 206.15'

LEGEND

○	SET NO. 4 REBAR w/ YELLOW PLASTIC CAP, PLS 39485	P.U.E. PUBLIC UTILITY EASEMENT
◀	FOUND NO. 4 REBAR WITH YELLOW PLASTIC CAP, PLS - ILLEGIBLE	D.E. DRAINAGE EASEMENT
◕	FOUND NO. 4 REBAR WITH YELLOW PLASTIC CAP, PLS 12933	S.S.E. SANITARY SEWER EASEMENT
◀	FOUND MONUMENT BOX	W.E. WATER EASEMENT
		SF SQUARE FEET
△	MONUMENT TO BE ESTABLISHED TO MEET CITY OF PUEBLO REQUIREMENTS	(R) RADIAL
P.O.B.	POINT OF BEGINNING	(P) PLAT
		(M) MEASURED
		R.O.W. RIGHT OF WAY

SCALE: 1" = 40'

0 20' 40' 80'

BASIS OF BEARINGS

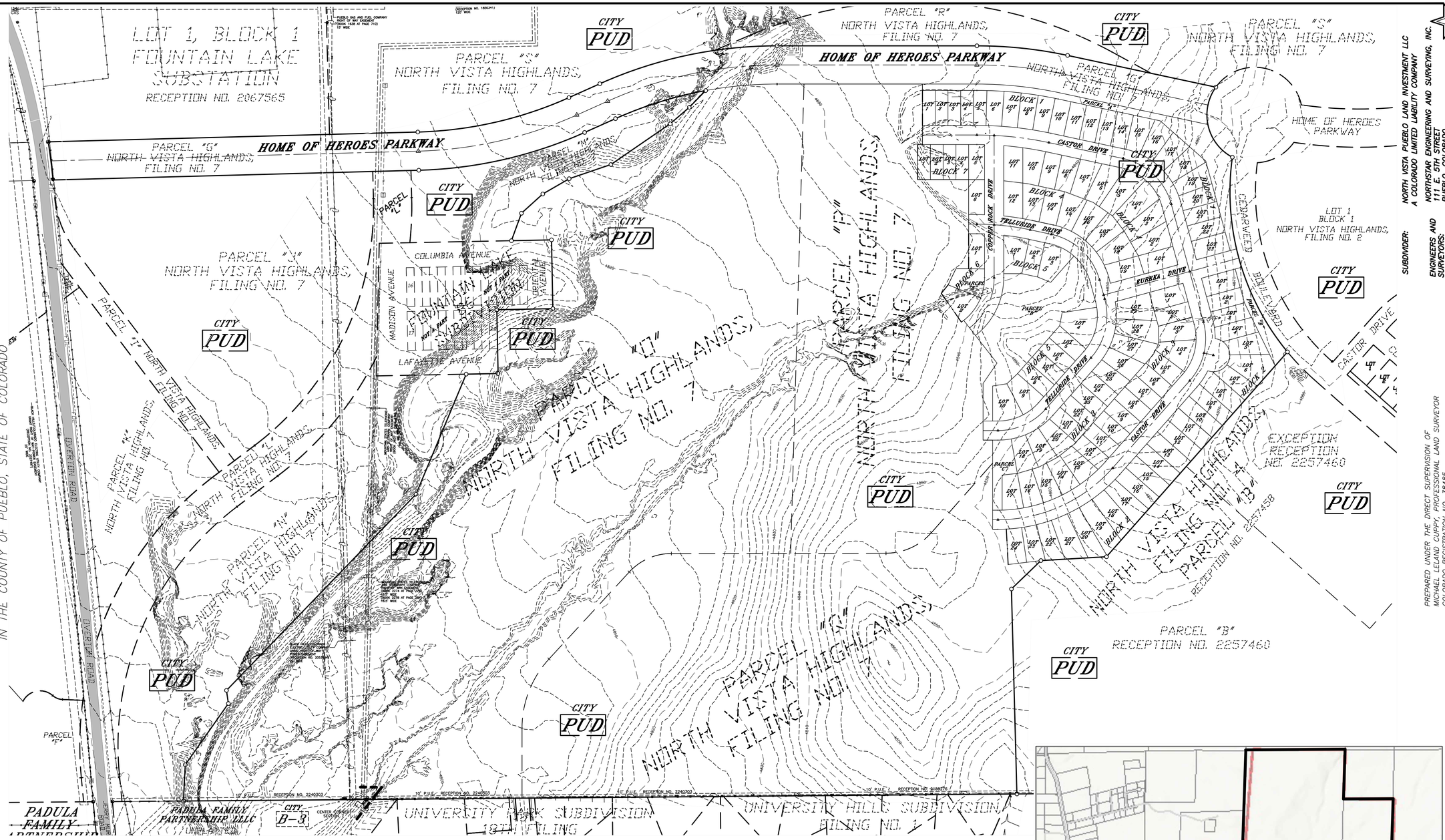
EAST LINE OF THE NE 1/4 OF SECTION 8, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M.
TO BEAR N. 01°25'55" E.

PREPARED BY: NORTHSTAR ENGINEERING AND SURVEYING, INC.

NORTH VISTA HIGHLANDS, FILING NO. 10

SUPPLEMENTAL MAP OF:

A RESUBDIVISION OF PARCELS G, O, P AND Q OF NORTH VISTA HIGHLANDS, FILING NO. 7
LOCATED IN THE NORTH 1/2 OF SECTION 7 AND THE NW 1/4 OF SECTION 8, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M.
IN THE COUNTY OF PUEBLO, STATE OF COLORADO.



SCALE: 1" = 100'
0 50' 100' 200'

BENCHMARK:

E 1/4 CORNER OF SECTION 8, TOWNSHIP 20 SOUTH, RANGE 64 WEST, OF THE 6TH P.M.
NAVD 88 Elevation = 5003.56

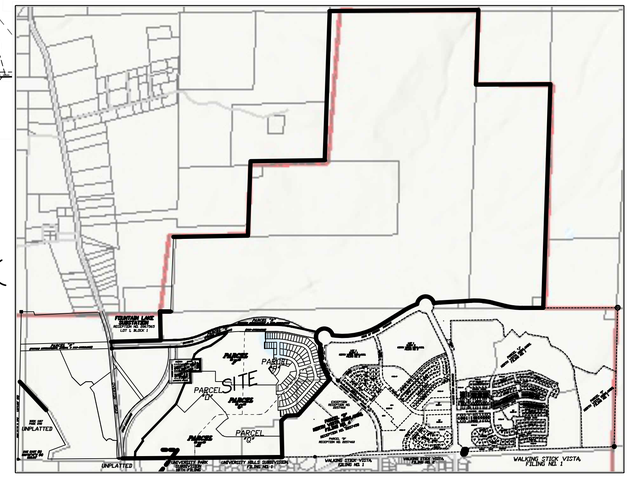
NOTES:

1.) FOR CORRECT LOT INFORMATION REFER TO SUBDIVISION PLAT.

2.) LOCATION OF UNDERGROUND UTILITIES SHOWN HEREON PER ON-SITE UTILITY LOCATES AND UTILITY COMPANY RECORDS. ABOVE GROUND EVIDENCE OF UTILITIES SHOWN HEREON BY ACTUAL ON-SITE FIELD LOCATION COMPLETED ON (04-26-2024).

LEGEND

○	SET NO. 4 REBAR w/ YELLOW PLASTIC CAP, PLS 38485
▲	FOUND NO. 4 REBAR WITH YELLOW PLASTIC CAP, PLS – ILLEGIBLE
◔	FOUND NO. 4 REBAR WITH YELLOW PLASTIC CAP, PLS 12933
▲	FOUND MONUMENT BOX
△	MONUMENT TO BE ESTABLISHED TO MEET CITY OF PUEBLO REQUIREMENTS
P.O.B.	POINT OF BEGINNING
P.U.E.	PUBLIC UTILITY EASEMENT
D.E.	DRAINAGE EASEMENT
S.S.E.	SANITARY SEWER EASEMENT
W.E.	WATER EASEMENT
SF	SQUARE FEET
(R)	RADIAL
(P)	PLAT
(M)	MEASURED
R.O.W.	RIGHT OF WAY
PUD A-1	CURRENT ZONING
	GUY WIRE
	POWER POLE
T	TELEPHONE PEDESTAL
WV	WATER VALVE
GAS	GAS VALVE
S	SANITARY SEWER MANHOLE
ST	STORM SEWER MANHOLE
W	WATER MANHOLE
4810	EXISTING CONTOUR (5 FOOT)
4811	EXISTING CONTOUR (1 FOOT)
-E-	UNDERGROUND ELECTRIC LINE
-FOL-	FIBER OPTIC LINE
-OHE-	OVERHEAD POWER LINE
-G- 3" PED	GAS MAIN
-SAN- 8" PVC	SANITARY SEWER MAIN
-STM- 30" RCP	STORM SEWER MAIN
-T-	TELEPHONE LINE
-W- 12" PVC	WATER MAIN



VICINITY MAP
NOT TO SCALE

SUBDIVIDER: NORTH VISTA PUEBLO LAND INVESTMENT LLC
A COLORADO LIMITED LIABILITY COMPANY

ENGINEERS AND SURVEYORS: NORTHSTAR ENGINEERING AND SURVEYING, INC.
111 E. 5TH STREET
PUEBLO, COLORADO

MAY 06, 2024

SHEET 1 OF 1

PREPARED UNDER THE DIRECT SUPERVISION OF
MICHAEL LELAND CUPPY, PROFESSIONAL LAND SURVEYOR
COLORADO REGISTRATION NO. 38485
FOR AND ON BEHALF OF NORTHSTAR ENGINEERING & SURVEYING, INC.

JN 1700930

PREPARED BY: NORTHSTAR ENGINEERING AND SURVEYING, INC.

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Regina Maestri
City Council Representative

city of PUEBLO colorado
Planning & Zoning Commission

Christopher Pasternak
Alexandra Aznar
Elizabeth Bailey
Cheryl Spinuzzi

MINUTES OF REGULAR MEETING

City of Pueblo, Colorado
Wednesday October 9, 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, Chris Pasternak, Cheryl Spinuzzi.

Commissioners Absent: Regina Maestri

Staff Members Present: David Wyatt, Assistant City Attorney, Beritt Odom, Principal Planner, Wade Broadhead, Senior Planner, Bart Mikitowicz, Senior Planner, Cindy Capritta, Land Use Tech. Andrew Hayes, Director of Public Works, Melanie Turner, Traffic Engineer.

Staff Members Absent: Scott Hobson, Acting Director of Planning and Community Development.

Approval of the Agenda: Bailey motioned to move Z-22-10 and S-23-07 to the November 13, 2024, meeting approve the agenda as amended, seconded by Avalos,

Motion Passed: 6-0

Public Meeting Agenda:

Public Hearings:

S-24-02 Subdivision: North Vista Highlands Filing No 10, a subdivision of 36.273 acres into single-family residential lots, open space, park, and future development parcels. Generally located west of Cedarweed Blvd. and south of the future western extension of Home of Heroes Parkway. Staff report by Beritt Odom, Principal Planner.

Hearing: Applicants Michael Cuppy, North Star Engineering and Surveying and David Resnick, North Vista Pueblo Land Investment, LLC were sworn in and spoke in support of the application. Being sworn in and speaking in opposition were Thomas Wrona, Harvey Wade, Jacqueline Helzer, John Roth, Jeffrey Tranel, Susan Musso Neugebauer, Scott Epstein, and John Millca. Andrew Hayes, Director of Public Works and Melanie Turner, Traffic Engineer provided information and answered questions.

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

Motion Passed: 5-1 (Avalos)

city of PUEBLO colorado

DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

TO: Beritt Odom, Principal Planner

CC: Michelle Cruz, Administrative Technician
Subdivision File

FROM: Joe Martellaro, Associate Engineer II

SUBJECT: S-24-02 North Vista Highlands, Filing No. 10
S-24-03 North Vista Highlands, Filing No. 11
S-24-04 North Vista Highlands, Filing No. 12
S-24-05 North Vista Highlands, Filing No. 13

DATE: October 2, 2024

Please place the above referenced submittals on the City Council Agenda.

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Regina Maestri
City Council Representative

city of PUEBLO colorado
Planning & Zoning Commission

Christopher Pasternak

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

S-24-02

TO:	City of Pueblo, Planning and Zoning Commission
FROM:	Beritt Odom, Principal Planner
THROUGH:	Scott Hobson, Acting Director of Planning and Community Development
DATE:	October 9, 2024
SUBJECT:	North Vista Highlands, Filing No. 10
APPLICANT:	Michael Cuppy, NorthStar Engineering and Surveying
PROPERTY OWNER:	David Resnick, North Vista Pueblo Land Investment, LLC
LOCATION:	Generally located west of Cedarweed Blvd. and south of the future western extension of Home of Heroes Parkway.
EXISTING ZONE:	PUD, North Vista
CONCURRENT REQUESTS:	S-24-03, North Vista Highlands, Filing No. 11 S-24-04, North Vista Highlands, Filing No. 12 S-24-05 North Vista Highlands, Filing No. 13

REQUEST:
The applicant is requesting to subdivide 36.273-acres into single-family residential lots, open space, park, and future development parcels.

STAFF REVIEW AND FINDINGS:
The subject property is located west of North Vista Highlands, Filing No. 2, Subdivision. The proposed subdivision divides the property into 114 single-family residential lots, four parcels reserved for pedestrian, trail, landscape, and open space; a park parcel, and two non-buildable parcels reserved for future development. The non-buildable parcels reserved for future development will be re-subdivided into NVH Filings, 11-13. According to the PUD Development Guide all parcels will be owned, developed and maintained by the North Vista Highlands Metropolitan District, (Section 7, Parks and Open Space). Parcels A, B, C, and E are dedicated for drainage, detention, pedestrian, trail, landscaping, and public utility purposes. The applicant wishes to include 40-percent of the total area of Parcels A, B, C, and E as park dedication. The PUD allows for 40-percent dedication of improved arroyos to count towards the required park dedication, Section 7.7.3.4. The PUD Development Guide does not address landscaped trails and their relationship with the required park dedication. Staff does not oppose 40-percent of the parcel area being counted towards parks; however, there is nothing that expressly allows or prevents them from counting open space with trails and landscaping as parks. The Planning Department is requiring a trail plan to be submitted with Part I of the subdivision filing, that shows the general location of the trail improvements, irrigated trees and/or shrubs, and native seed areas; and a statement that the open space landscaping and trail improvements will be constructed prior to the 50th Certificate of Occupancy within the related development phase and or subdivision filing.

Parcel D, which is 75,457 sq. ft., is dedicated as park area and is centrally located within the 10th Filing. According to the PUD Development Guide, the park is to be developed, owned and maintained by the Metropolitan District.

The Trail and Park Plan, indicate that Park Parcel D will have a trail running east and west and another trail running north and south through the park, providing pedestrian connections between the northern portion of the subdivision to the southern portion and to North Vista Highlands, Filing No. 11. Parcel C will be developed with a north/south trail that connects to the Parcel D trail. Parcel E will be developed with an east/west trail connecting to the Parcel D trail, creating a comprehensive trail network within the four subdivision phases.

The proposed single-family residential lots meet the minimum 3,600 sq. ft. minimum area. The lots vary in size between approximately 4,400 sq. ft. and 9,512 sq. ft., with varying lot widths. The North Vista PUD requires lot widths between 36-59 feet to have 20-foot front-yard setback, lots with widths between 60-75 feet wide are required to have a 25-foot front-yard setback; and lot widths greater than 75-feet to have a 30-foot setback. All proposed subdivided blocks include varying lot widths, which will require the setbacks to vary creating an irregular appearance from the street. The PUD Development Guide requires a 40-foot buffer between North Vista development and the existing single-family residences in the University Park and Walking Stick Vista Subdivisions. The proposed Filing No. 10, subdivides, Parcel H, a non-buildable lot, reserved for future development adjacent to the University Park and Walking Stick Vista Subdivisions. Future subdivision of Parcel H must include a 40-foot buffer at the southern end of the subdivision.

The North Vista PUD Development Guide includes extensive regulations and guidance for Park dedication to ensure that 7.5 acres of park is provided for each 1,000 residents. The PUD requires the subdivider to dedicate .0075 acres of land as District Park and .015 acres as Neighborhood Park with each residential subdivision (Section 7.7.2.3, North Vista Master Plan, Planned Unit development, First Amendment). The PUD identifies Planning Areas 1, 5, and 7 as the locations for future District Park development and requires the subdivider "to clearly indicate on each plat the number of acres for each site and the total acreage proposed for each park or open space dedication within the project" (Section 7.7.3.1 North Vista Master Plan, Planned Unit development, First Amendment). North Vista Highlands, Filing No. 10 will dedicate .85 acres of District Park in Planning Area 1. The North Vista PUD does not state when the District Parks must be subdivided and developed, which carries inherent uncertainty. The proposed neighborhood park in Parcel D (1.73 acres), which will be developed with this subdivision, combined with the trail and open space parcels exceeds the required 1.7 acres of required park area.

APPLICABLE REGULATIONS:

Sec. 17-4-1 through 6 of the Pueblo Municipal Code (PMC) concerning zone district 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.

ANALYSIS:

The proposed Subdivision conforms with the applicable Municipal Codes.

RECOMMENDED MOTION: The Subdivision Review Committee recommends the Planning and Zoning Commission forward a recommendation the requested Subdivision be **APPROVED** with the following noted:

Requests for Modifications to Requirements:	NorthStar Engineering submitted a request for modifications letter, May 6, 2024, Michael Cuppy, PE., PLS. requesting; however their request was to modify provisions of the PUD Development Guide, which is not applicable to subdivision, as allowed by Section 12-4-10 of the Pueblo Municipal Code.

Request for Deferred Filings	Request for Deferred Filings: The Subdivision Review Committee has no objection to the Request for Deferred Filings, SRC Memo, October 2, 2024.
Plat Deficiencies:	Not Applicable
Conditions of Approval: (Unless otherwise noted, all conditions of approval must be completed prior to the case being scheduled for City Council hearing.)	• Amend the Trail and Park Plan title to include the names of the Subdivisions that are included in the plan, similar to the following: • North Vista Filings, 10, 11, 12, and 13, Trail and Park Plan

PLANNING AND COMMUNITY DEVELOPMENT COMMENTS

CHARACTER AND COMPATIBILITY:

- **Site Character:**
  The subject property is unimproved.

- **Neighborhood Compatibility:**

North	North Vista PUD, North Vista, Highlands, unimproved, unsubdivided land
East	North Vista PUD, North Vista, Highlands, Filing No. 9, A Special Area Plan. Townhomes and multifamily residences are planned within Filing No. 9. The site is currently unimproved.
South	University Hills Subdivision, Filings No.1 and 18. Developed with single-family residences.
West	North Vista PUD, unimproved North Vista Highlands, Filing No. 7 and the proposed North Vista Highlands, Filing No. 10.

- **Comprehensive Plan Compliance:**
  The project site is designated by the Pueblo Regional Comprehensive Plan as "Suburban Neighborhood." Suburban Neighborhoods are predominantly single-family detached and attached homes on similarly sized lots and future development should accommodate a similar mix of lot sizes and housing types. Additionally, pedestrian and bicycle connectivity should be provided within and between neighborhoods.

  The proposed North Vista Highlands, Filing No. 10, creates over 100 single-family residential lots, parcels for parks, trails, utilities, and future development. The proposed development includes provisions for trails linking residences to the neighborhood park and the surrounding neighborhoods. The proposed subdivision is consistent with the PUD Development Guide and the Pueblo Regional Comprehensive Plan.

ABILITY TO COMPLY WITH THE ZONE DISTRICT REGULATIONS:

- **Minimum lot size and width:**
  - The proposed 114 single-family lots meet the minimum 36-foot lot width with all lots being greater than 50-feet in width.
  - All lots are greater than the minimum 3,600 square feet.

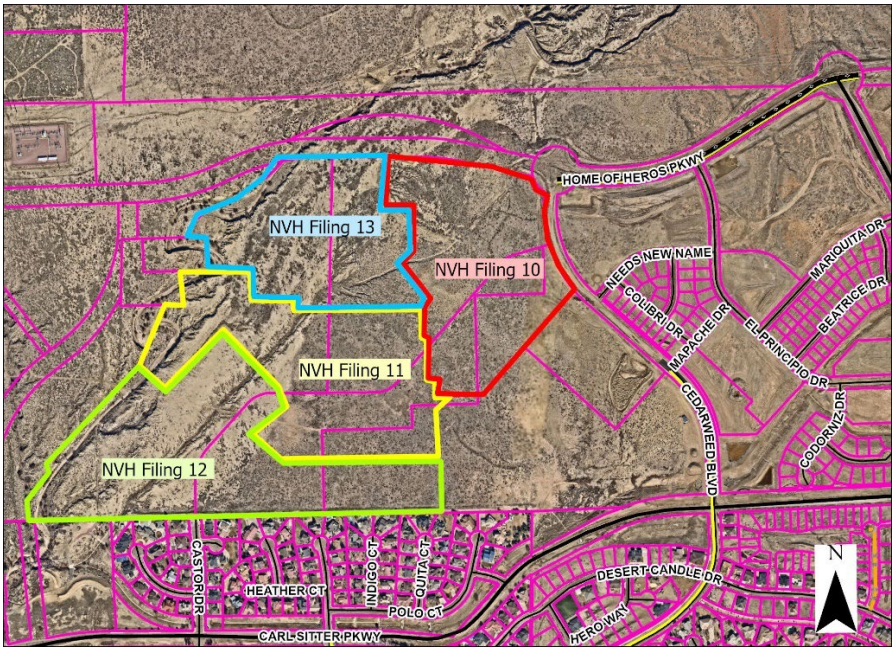
REFERRAL AGENCIES AND COMMENTS:

- City Public Works-Comments addressed
- City Transportation-Comments addressed
- City Law Department-No comment
- Pueblo Regional Building Department-No comment
- City Fire Department-No comment
- Pueblo Board of Water Works-Comments addressed
- City Wastewater-Comments addressed
- City Stormwater-Comments addressed
- City Parks and Recreation Department-No comment
- City GIS-Comments addressed
- Xcel Energy-No Comment
- Black Hills Energy-No comment
- CDOT-

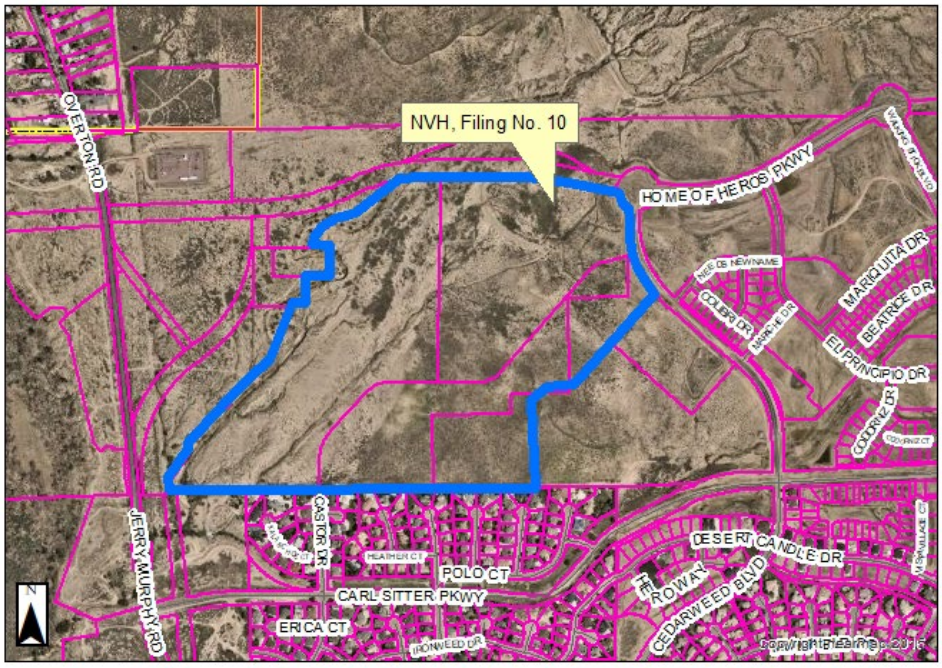
ATTACHMENTS:

A. Aerial Photograph of NVH Filings 10-13
B. Aerial Photograph
C. Zoning Map
D. Comprehensive Plan Map
E. Site Photographs
F. SRC Memo October 2, 2024
G. Plat
H. Subdivision Application

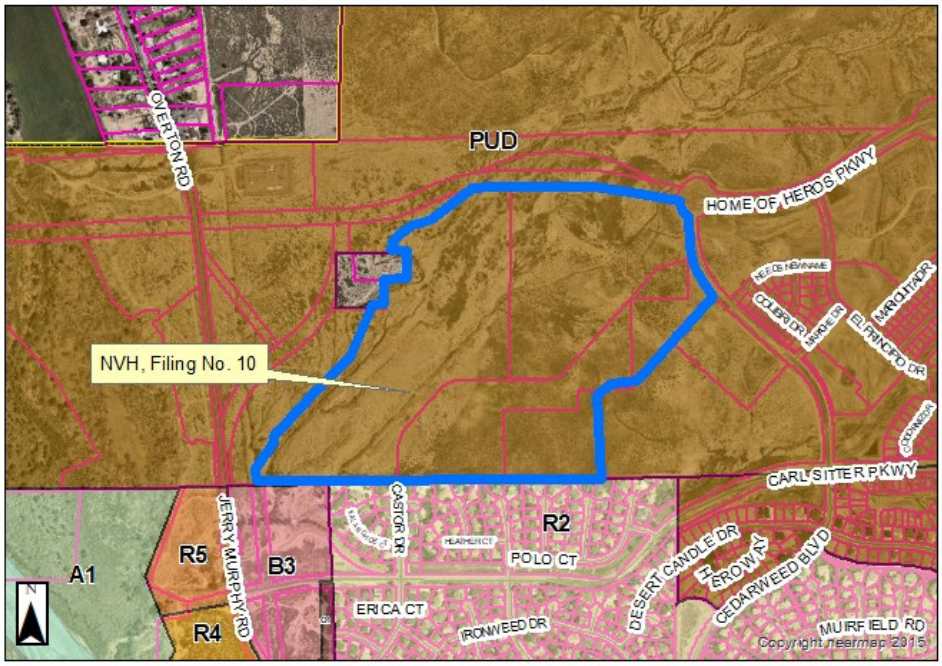
ATTACHMENTS:



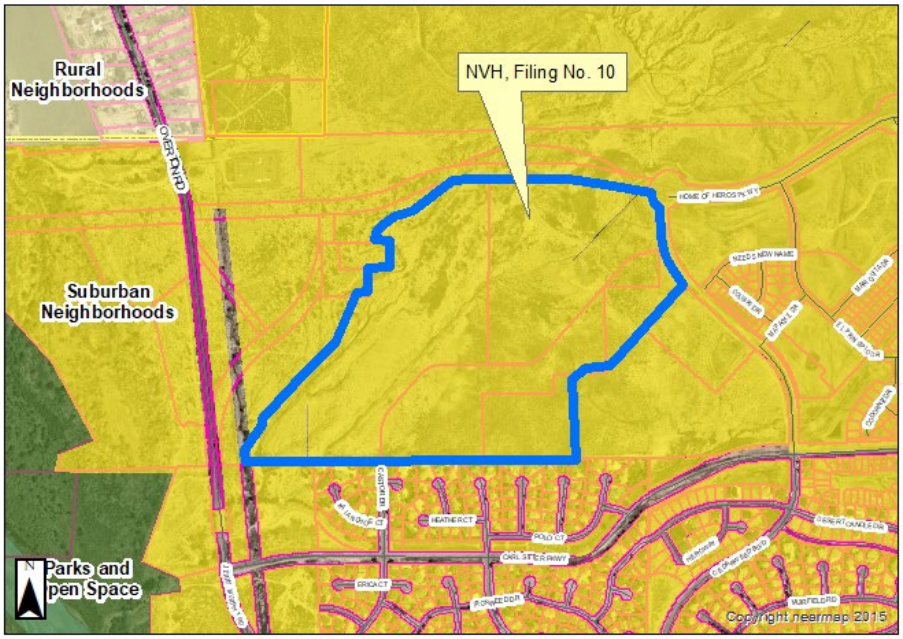
A. NVH Filing 10-13 Aerial



B. Aerial



C. Zoning Map



D. Comprehensive Plan

Attachment D. Site Photos



North Vista Highlands, Filings. 10-13, looking southwest from Home of Heros Parkway



North Vista Highlands, Filings 10-13 looking west from Home of Heros Parkway

MEMORANDUM

To: Planning and Zoning Commission

From: Subdivision Review Committee

Date: October 2, 2024

Subject: S-24-02 North Vista Highlands, Filing No. 10 Subdivision

---

S-24-02 North Vista Highlands, Filing No. 10: The Subdivision Review Committee recommends the Planning and Zoning Commission forward a recommendation that the requested Subdivision be **APPROVED** with the following noted:

Requests for Modifications to Requirements:	NorthStar Engineering submitted a request for modifications letter, May 6, 2024, Michael Cuppy, PE., PLS. requesting; however their request was to modify provisions of the PUD Development Guide, which is not applicable to subdivision, as allowed by Section 12-4-10 of the Pueblo Municipal Code.
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NORTH VISTA HIGHLANDS, FILING NO. 10

A RESUBDIVISION OF PARCELS G, O, P AND Q OF NORTH VISTA HIGHLANDS, FILING NO. 7
LOCATED IN THE NORTH 1/2 OF SECTION 7 AND THE NW 1/4 OF SECTION 8, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M.
IN THE COUNTY OF PUEBLO, STATE OF COLORADO

– DEDICATION –

KNOW ALL MEN BY THESE PRESENTS: That NORTH VISTA PUEBLO LAND INVESTMENT, LLC, a Colorado Limited Liability Company being the sole owner of the following property:

A Re–subdivision of Parcels "G", "O", "P" and "Q" in North Vista Highlands, Filing No. 7, according to the recorded plat thereof as filed for record on October 26, 2023 at Reception No. 2326748 in the Pueblo County Records.

Containing 126.54 acres, more or less

Have caused the aforegoing described property to be surveyed, platted and subdivided into lots, blocks, parcels, the same to be numbered, platted, subdivided, dimensioned as shown on the annexed plat, for the purpose of creating a subdivision to be known as NORTH VISTA HIGHLANDS, FILING NO. 10.

All of the streets, easements for drainage, detention, sidewalks, trail and all public utilities, shown hereon, are hereby dedicated to the public for perpetual use.

Parcels A, B, C and E are hereby reserved for pedestrian, trail, landscape, and open space to be owned and maintained by the owner of said parcel or any subsequent owner(s).

Parcel D is hereby reserved for park space to be owned and maintained by the owner of said parcel or any subsequent owner(s).

Parcels F, G, and H are hereby reserved for future development and are non–buildable.

Streets, curbs & gutters, and sidewalks located within ingress/egress or access easements shown hereon shall be installed, repaired, and maintained in good working order and condition by the owners of all Lots within the subdivision, subject to the terms and conditions of the Declaration of Covenants referenced hereon.

All of the property shown on this plat is subject to the terms and conditions defined and described in the Declaration of Covenants, dated July 13, 2021, and recorded in the Pueblo County Records at Reception No. 2234574

Drainage facilities will be required and located off–site. Requisite drainage facilities, if not existing, are to be constructed and maintained subsequent to construction of public infrastructure within this subdivision.

IN WITNESS WHEREOF, David Resnick, the Manager of NORTH VISTA PUEBLO LAND INVESTMENT, LLC , a Colorado Limited Liability Company, sets his hand and seal this _____ , day of _____ , _____ A.D.:

NORTH VISTA PUEBLO LAND INVESTMENT, LLC
a Colorado Limited Liability Company

_____
David Resnick, Manager
NORTH VISTA PUEBLO LAND INVESTMENT, LLC

STATE OF _____)
)SS
COUNTY OF_____)

I, _____, a Notary Public in and for the County of _____, State of _____, do hereby certify that David Resnick, the Manager of NORTH VISTA PUEBLO LAND INVESTMENT, LLC, who is personally known to me to be the identical person who signed the aforegoing dedication, appeared before me this day in person and acknowledged the execution thereof to be his free and voluntary act for the uses and purposes therein set forth as the deed of said Company.

WITNESS my hand and notarial seal this _____, day of_____, _____A.D.:

My Commission Expires:
Address:

_____ _____
Notary Public *Date*

The Owner executing this plat confirms that the property subject to this plat is also subject to the Declaration of Covenants, Conditions and Restrictions for North Vista Highlands recorded in the real property records of Pueblo County on February 14, 2019, at Reception No. 2130861, as amended and supplemented of record. The Owner affirms and ratifies the terms, covenants, conditions and restrictions of that Declaration, as amended and supplemented of record.

Consent to this Plat by Successor Founder

The undersigned, as Successor Founder (also sometimes known and referred to as the Founder) under the Declaration recorded in the real property records of Pueblo County on February 14, 2019, at Reception No. 2130861, as amended and supplemented of record, has the right to approve this plat, which right is exercised by the Successor Founder by signature below.

Jevin Investments, Inc., David Resnick, President

By:_____
David Resnick, President

STATE OF _____)
)SS
COUNTY OF_____)

Subscribed and sworn to before me by _____ , as President of Jevin Investments, Inc., on this _____ , day of _____ , 20____A.D.:

WITNESS my hand and notarial seal this _____ , day of _____ , 20 _____ A.D.:

My Commission Expires:
Address:

_____ _____
Notary Public *Date*

– SURVEYOR'S CERTIFICATION –

This is to certify that we have prepared the annexed plat and that it complies with the minimum standards for Land Survey Plats as set forth in Section 38–51–106 Et. Seq., C.R.S. 1994 (as amended). We have performed the accompanying survey and it was conducted by me or under my responsible charge. All lines and dimensions are correctly shown hereon to the best of my knowledge and belief.

Date:

NORTHSTAR ENGINEERING AND SURVEYING, INC.
111 E. 5th Street
Pueblo, CO 81003

By: _____
Michael Leland Cuppy,
Colorado Registered Professional
Land Surveyor No. 38485

For and on Behalf of
NorthStar Engineering and Surveying, Inc.

– IMPROVEMENT CERTIFICATION –

This is to certify that the Subdivider has complied with Alternate No. 4 of Section 12–4–7(J) (1) and with Section 12–4–5 (b), of the 1971 Code of Ordinances, City of Pueblo, County of Pueblo, State of Colorado.

_____ _____
Director of Public Works *Date*

– PLANNING COMMISSION CERTIFICATION –

This is to certify that this subdivision was approved by the Planning Commission of the City of Pueblo, County of Pueblo, State of Colorado.

_____ _____
Chairperson Planning Commission *Date*

– NOTICE –

NOTICE is hereby given that acceptance of this platted subdivision by the City of Pueblo, does not constitute an acceptance of the dedicated public roads, park, and other public improvements for maintenance by the City. Until such dedicated public roads and other parks and public improvements meet the requirements, standards, and specifications, of the City, its subdivision ordinance, and where appropriate, its Park's Department specifications, and such are specifically approved and accepted in writing by the City Director of Public Works and where applicable, the City Director of Parks and Recreation, the maintenance, construction and all other matters pertaining to or affecting said dedicated public roads, parks and other public improvements and rights–of–way are the sole responsibility of the Subdivider or any subsequent owner(s) of the land within this subdivision. City does not accept the private roads, easements and facilities dedicated hereon, nor shall the City be obligated to maintain, construct or repair such private roads, easements, and facilities.

– APPROVAL FOR RECORDING –

Approved by City Council of Pueblo, Colorado, by Ordinance No. _____.

This is to certify that the plat of NORTH VISTA HIGHLANDS, FILING NO. 10 has been approved for recording in the office of the Pueblo County Clerk and Recorder of Pueblo County, Colorado.

_____ _____
City Clerk *Date*

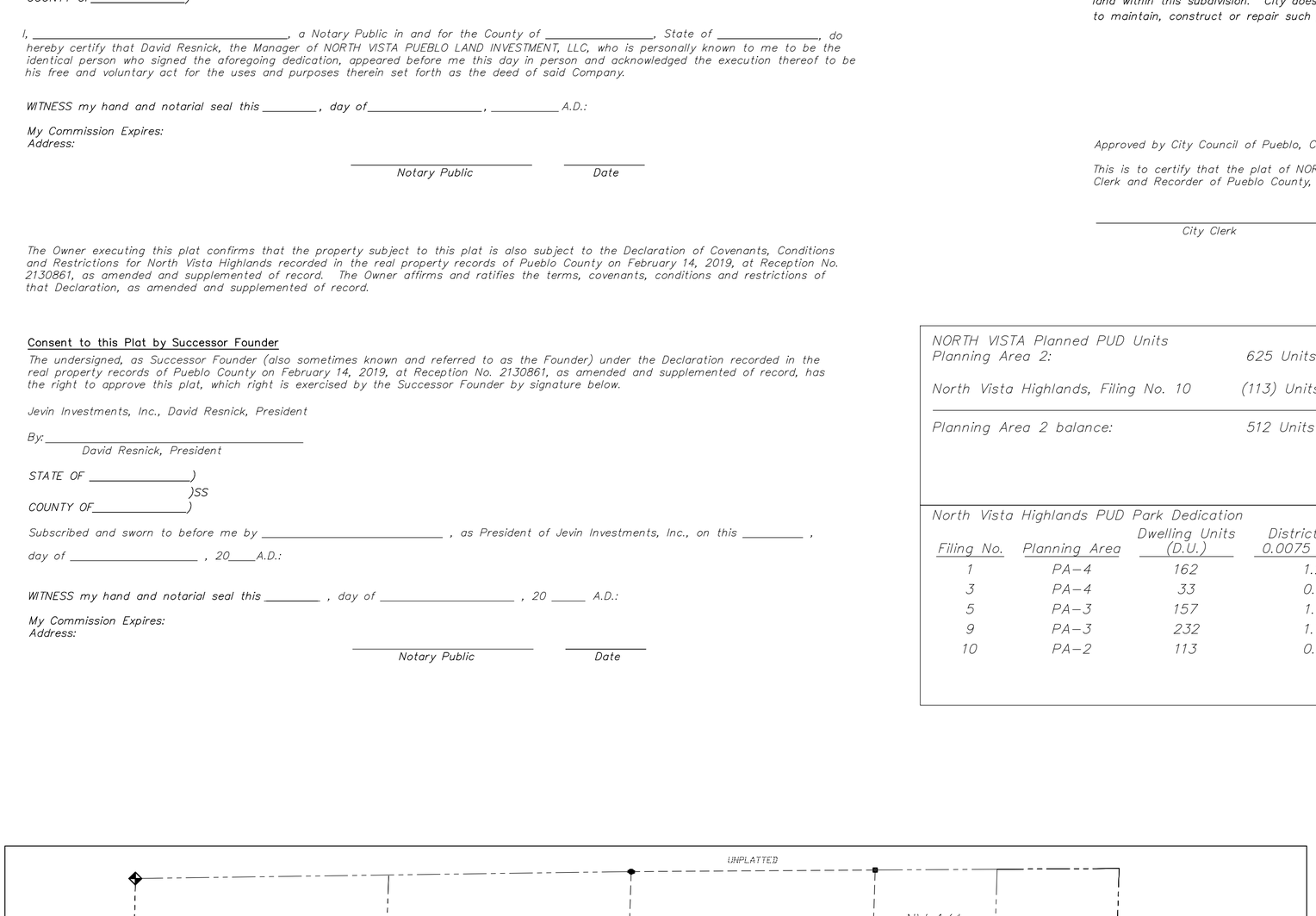
NORTH VISTA Planned PUD Units	
Planning Area 2:	*625 Units Total*
North Vista Highlands, Filing No. 10	*(113) Units*
Planning Area 2 balance:	*512 Units Remaining*

CURRENT NORTH VISTA PUD Park Dedication in Planning Area 2:

North Vista Highlands, Filing No. 10:
Neighborhood/Pocket Park Dedication
Parcels A, B, C, and E (Open space with landscape and trail):
1.62 acres x 40% = 0.65 acres
Parcel D (park parcel): 1.73 acres
TOTAL PARK DEDICATION: 2.38 acres

North Vista Highlands PUD Park Dedication

Filing No.	Planning Area	Dwelling Units (D.U.)	District Park Req. 0.0075 ac per D.U.	Neighborhood Park Req. 0.015 ac per D.U.	District Park Ded.	Neighborhood Park Ded.	Open Space & Trails Ded.
1	PA–4	162	1.22 ac	2.44 ac	1.22 ac (PA–1)	4.46 ac	–
3	PA–4	33	0.25 ac	0.50 ac	0.25 ac (PA–7)	–	–
5	PA–3	157	1.18 ac	2.36 ac	1.18 ac (PA–1)	3.50 ac	3.86 ac
9	PA–3	232	1.74 ac	3.48 ac	1.74 ac (PA–1)	0.83 ac	–
10	PA–2	113	0.85 ac	1.70 ac	0.85 ac (PA–1)	1.73 ac	0.65 ac



MONUMENTATION MAP
NOT TO SCALE

LEGEND:

- *FOUND 2 1/2" DIAMETER ALUMINUM CAP, PLS 16128*
- *FOUND 3 1/4" DIAMETER ALUMINUM CAP WITH NO. 6 REBAR, PLS 38485*
- *FOUND NO. 4 REBAR WITH YELLOW PLASTIC CAP, PLS 12933*
- *FOUND 3 1/4" DIAMETER ALUMINUM CAP WITH NO. 6 REBAR, PLS 12933*
- *FOUND 2" DIA. STEEL PIPE FILLED WITH CONCRETE, WITH TAG WASHER*
- *FOUND NO. 4 REBAR WITH PLASTIC CAP, PLS 12697*
- *FOUND AXLE WITH WASHER TAG, PLS 12933*
- *FOUND NO. 4 REBAR WITH PLASTIC CAP, PLS 30107*
- *FOUND NAIL WITH WASHER, PLS 12933*
- *SET NO. 4 REBAR WITH YYELLOW PLASTIC CAP, PLS 38485*
- *MONUMENT TO BE ESTABLISHED TO MEET CITY OF PUEBLO REQUIREMENTS*

R.O.W. RIGHT–OF–WAY
(R) RADIAL
(D) DEED
(M) MEASURED
(P) PLAT

BASIS OF BEARINGS:

EAST LINE OF THE NE 1/4 OF SECTION 8, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M.
TO BEAR N. 01°25'55" E.

PREPARED BY: NORTHSTAR ENGINEERING AND SURVEYING, INC.

NORTH VISTA HIGHLANDS, FILING NO. 10

A RESUBDIVISION OF PARCELS G, O, P AND Q OF NORTH VISTA HIGHLANDS, FILING NO. 7
LOCATED IN THE NORTH 1/2 OF SECTION 7 AND THE NW 1/4 OF SECTION 8, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M.
IN THE COUNTY OF PUEBLO, STATE OF COLORADO

SHEET 2 OF 4

JN 1700929

PREPARED BY: NORTHSTAR ENGINEERING AND SURVEYING, INC.

SCALE: 1" = 100'
0 50' 100' 200'

LEGEND

- ○ SET NO. 4 REBAR w/ YELLOW PLASTIC CAP, PLS 38485
- ◐ FOUND NO. 4 REBAR WITH YELLOW PLASTIC CAP, PLS – ILLEGIBLE
- ◒ FOUND NO. 4 REBAR WITH YELLOW PLASTIC CAP, PLS 12933
- ▲ FOUND MONUMENT BOX
- ⚠ MONUMENT TO BE ESTABLISHED TO MEET CITY OF PUEBLO REQUIREMENTS
- P.O.B. POINT OF BEGINNING
- P.U.E. PUBLIC UTILITY EASEMENT
- D.E. DRAINAGE EASEMENT
- S.S.E. SANITARY SEWER EASEMENT
- W.E. WATER EASEMENT
- SF SQUARE FEET
- (R) RADIAL
- (P) PLAT
- (M) MEASURED
- R.O.W. RIGHT OF WAY

BASIS OF BEARINGS

EAST LINE OF THE NE 1/4 OF SECTION 8, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M.
TO BEAR N. 01°25'55" E.

NORTH VISTA HIGHLANDS, FILING NO. 10

A RESUBDIVISION OF PARCELS G, O, P AND Q OF NORTH VISTA HIGHLANDS, FILING NO. 7

LOCATED IN THE NORTH 1/2 OF SECTION 7 AND THE NW 1/4 OF SECTION 8, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M.

IN THE COUNTY OF PUEBLO, STATE OF COLORADO

BASIS OF BEARINGS

EAST LINE OF THE NE 1/4 OF SECTION 8, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M.

TO BEAR N. 01°25'55" E.

LEGEND

○	SET NO. 4 REBAR w/ YELLOW PLASTIC CAP, PLS 39485	P.U.E.	PUBLIC UTILITY EASEMENT
◒	FOUND NO. 4 REBAR WITH YELLOW PLASTIC CAP, PLS – ILLEGIBLE	D.E.	DRAINAGE EASEMENT
◒	FOUND NO. 4 REBAR WITH YELLOW PLASTIC CAP, PLS 12933	S.S.E.	SANITARY SEWER EASEMENT
▲	FOUND MONUMENT BOX	W.E.	WATER EASEMENT
△	MONUMENT TO BE ESTABLISHED TO MEET CITY OF PUEBLO REQUIREMENTS	SF	SQUARE FEET
P.O.B.	POINT OF BEGINNING	(R)	RADIAL
		(P)	PLAT
		(M)	MEASURED
		R.O.W.	RIGHT OF WAY

SCALE: 1" = 50'

0 25' 50' 100'

PREPARED BY: NORTHSTAR ENGINEERING AND SURVEYING, INC.

JN 1700930

NORTH VISTA HIGHLANDS, FILING NO. 10

A RESUBDIVISION OF PARCELS G, O, P AND Q OF NORTH VISTA HIGHLANDS, FILING NO. 7

LOCATED IN THE NORTH 1/2 OF SECTION 7 AND THE NW 1/4 OF SECTION 8, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M.

IN THE COUNTY OF PUEBLO, STATE OF COLORADO

PARCEL "G"
(FUTURE DEVELOPMENT)
(NON-BUILDABLE)
1,290,558.800 SF
29.627 ACRES

PARCEL "D"
75,457 SF
PARK

PARCEL "C"
10,748 SF
OPEN SPACE

OPEN SPACE "B"
10,939 SF

BLOCK 5
BLOCK 3
BLOCK 3 N
BLOCK 2

TELLURIDE DRIVE
CASTOR DRIVE

STATE PLANE COORDINATES
NORTHING 1606214.8117
EASTING 3261425.4407

STATE PLANE COORDINATES
NORTHING 1605559.6121
EASTING 3260651.4268

S86°38'57"W 206.15'

S46°03'18"W 128.55'

S41°27'38"W 858.21'

EXCEPTION RECEPTION NO. 2257460

PARCEL "B"
RECEPTION NO. 2257460

NORTH VISTA HIGHLANDS FILING NO. 4
PARCEL "B"
RECEPTION NO. 2257458

LEGEND

○	SET NO. 4 REBAR w/ YELLOW PLASTIC CAP, PLS 39485	P.U.E. PUBLIC UTILITY EASEMENT
◀	FOUND NO. 4 REBAR WITH YELLOW PLASTIC CAP, PLS - ILLEGIBLE	D.E. DRAINAGE EASEMENT
◒	FOUND NO. 4 REBAR WITH YELLOW PLASTIC CAP, PLS 12933	S.S.E. SANITARY SEWER EASEMENT
◀	FOUND MONUMENT BOX	W.E. WATER EASEMENT
		SF SQUARE FEET
△	MONUMENT TO BE ESTABLISHED TO MEET CITY OF PUEBLO REQUIREMENTS	(R) RADIAL
		(P) PLAT
P.O.B.	POINT OF BEGINNING	(M) MEASURED
		R.O.W. RIGHT OF WAY

SCALE: 1" = 50'

0 25' 50' 100'

BASIS OF BEARINGS

EAST LINE OF THE NE 1/4 OF SECTION 8, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M.
TO BEAR N. 01°25'55" E.

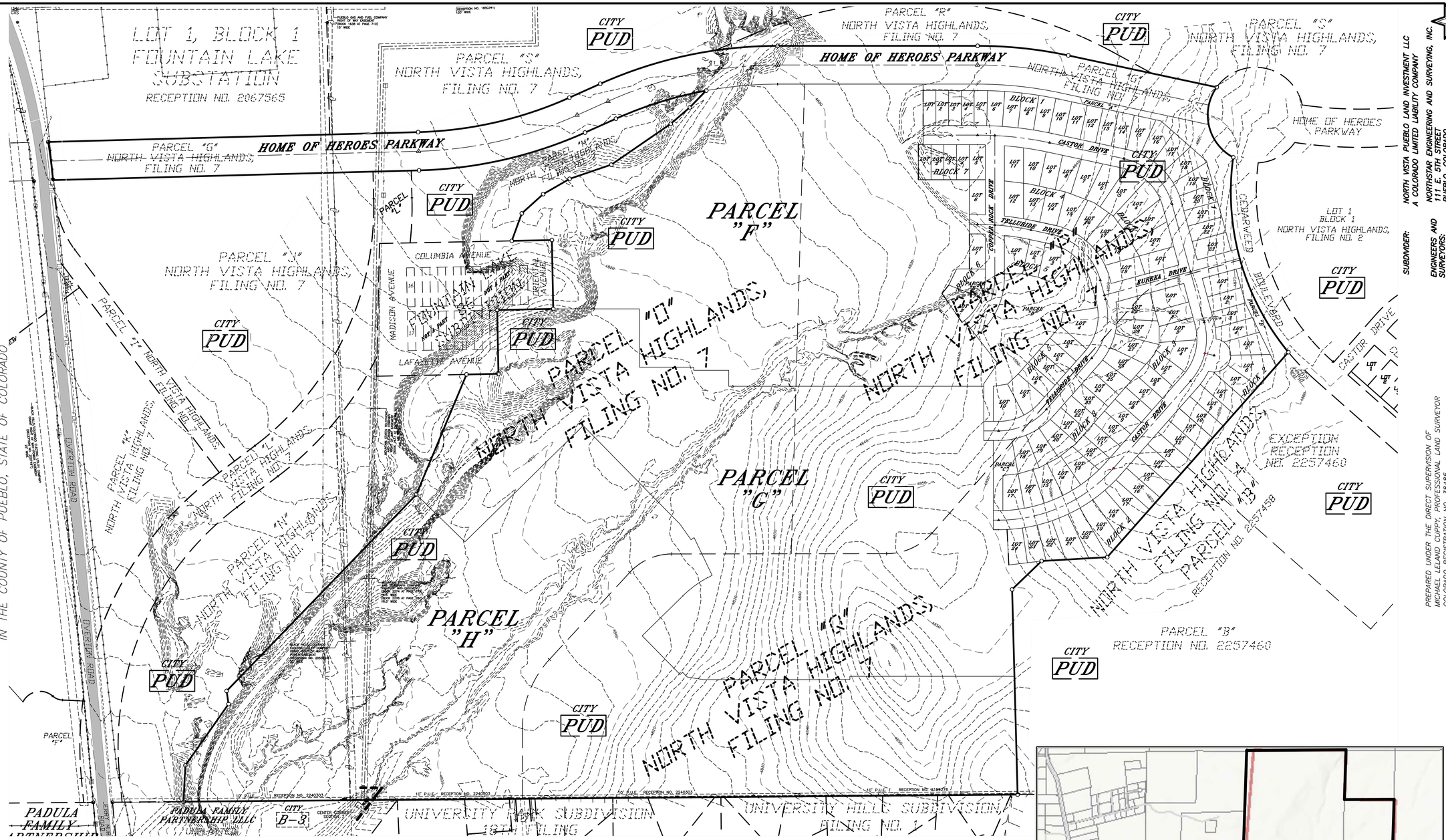
PREPARED BY: NORTHSTAR ENGINEERING AND SURVEYING, INC.

SHEET 4 OF 4

JN 1700930

SUPPLEMENTAL MAP OF:
NORTH VISTA HIGHLANDS, FILING NO. 10

A RESUBDIVISION OF PARCELS G, O, P AND Q OF NORTH VISTA HIGHLANDS, FILING NO. 7
LOCATED IN THE NORTH 1/2 OF SECTION 7 AND THE NW 1/4 OF SECTION 8, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M.
IN THE COUNTY OF PUEBLO, STATE OF COLORADO.



SCALE: 1" = 100'
0 50' 100' 200'

BENCHMARK:

E 1/4 CORNER OF SECTION 8, TOWNSHIP 20 SOUTH, RANGE 64 WEST, OF THE 6TH P.M.
NAVD 88 Elevation = 5003.56

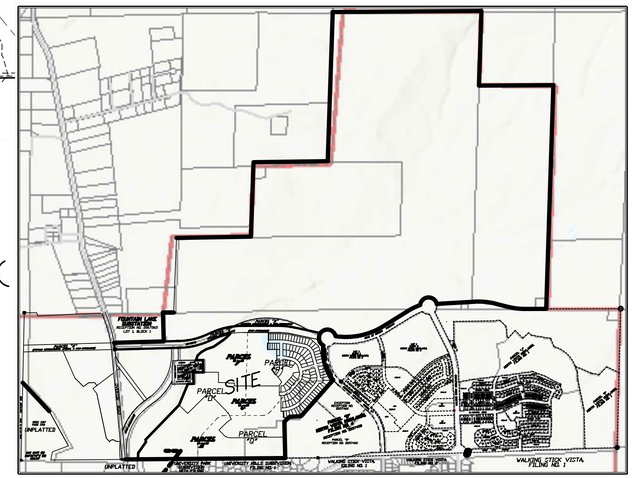
NOTES:

1.) FOR CORRECT LOT INFORMATION REFER TO SUBDIVISION PLAT.

2.) LOCATION OF UNDERGROUND UTILITIES SHOWN HEREON PER ON-SITE UTILITY LOCATES AND UTILITY COMPANY RECORDS. ABOVE GROUND EVIDENCE OF UTILITIES SHOWN HEREON BY ACTUAL ON-SITE FIELD LOCATION COMPLETED ON (04-26-2024).

LEGEND

○	SET NO. 4 REBAR w/ YELLOW PLASTIC CAP, PLS 38485
▲	FOUND NO. 4 REBAR WITH YELLOW PLASTIC CAP, PLS – ILLEGIBLE
◔	FOUND NO. 4 REBAR WITH YELLOW PLASTIC CAP, PLS 12933
▲	FOUND MONUMENT BOX
△	MONUMENT TO BE ESTABLISHED TO MEET CITY OF PUEBLO REQUIREMENTS
P.O.B.	POINT OF BEGINNING
P.U.E.	PUBLIC UTILITY EASEMENT
D.E.	DRAINAGE EASEMENT
S.S.E.	SANITARY SEWER EASEMENT
W.E.	WATER EASEMENT
SF	SQUARE FEET
(R)	RADIAL
(P)	PLAT
(M)	MEASURED
R.O.W.	RIGHT OF WAY
PUD A-1	CURRENT ZONING
	GUY WIRE
	POWER POLE
T	TELEPHONE PEDESTAL
WV	WATER VALVE
GAS	GAS VALVE
S	SANITARY SEWER MANHOLE
ST	STORM SEWER MANHOLE
W	WATER MANHOLE
----4810----	EXISTING CONTOUR (5 FOOT)
----4811----	EXISTING CONTOUR (1 FOOT)
----E----	UNDERGROUND ELECTRIC LINE
----FOL----	FIBER OPTIC LINE
----OHE----	OVERHEAD POWER LINE
----G---- 3" PED	GAS MAIN
----SAN---- 8" PVC	SANITARY SEWER MAIN
----STM---- 30" RCP	STORM SEWER MAIN
----T----	TELEPHONE LINE
----W---- 12" PVC	WATER MAIN


SITE
PARCEL "F"
PARCEL "G"
PARCEL "B"
PARCEL "C"
PARCEL "H"
PARCEL "I"
PARCEL "J"
PARCEL "K"
PARCEL "L"
PARCEL "M"
PARCEL "N"
PARCEL "O"
PARCEL "P"
PARCEL "Q"
PARCEL "R"
PARCEL "S"
(UNPLATTED)
(UNPLATTED)
(UNPLATTED)

TRAIL AND PARK PLAN

LINEAL FEET OF 10' WIDE DG TRAIL:

REGIONAL TRAIL – 5,695 FEET
LOCAL TRAIL – 6,796 FEET
TOTAL TRAIL – 12,491 FEET

TRAIL AND OPEN SPACE PARCELS TO CONTAIN IMPROVED TRAILS AND LANDSCAPING, TO INCLUDE: IRRIGATED TREES, SHRUBS, GRASS, AND/OR NATIVE SEED. TO BE CONSTRUCTED PRIOR TO THE 50TH CERTIFICATE OF OCCUPANCY WITHIN THE RELATED SUBDIVISION FILING AND IN ACCORDANCE WITH THE LATEST NORTH VISTA MASTER PLAN PLANNED UNIT DEVELOPMENT DOCUMENT & APPROVED SUBDIVISION IMPROVEMENTS AGREEMENT.

REGIONAL TRAIL

LOCAL TRAIL

HOME OF HEROES PARKWAY

REGIONAL TRAIL

LOCAL TRAIL

PARCEL "D", FILING 10
IMPROVED PARK

PARCEL "B", FILING 11 &
PARCEL "C", FILING 12
IMPROVED PARK

REGIONAL TRAIL

REGIONAL TRAIL

REGIONAL TRAIL

SCALE: 1" = 120'

0 60' 120' 240'

Page 1106 of 1489

city of PUEBLO colorado
Planning & Community Development
211 East D Street | Pueblo, Colorado 81003 | Tel 719-553-2259 | Fax 719-553-2359 | TTY 719-553-2611 | www.pueblo.us

Planning & Zoning Application

Please type or print clearly. Illegible applications will not be accepted. Case #: _____

Contact Info

Property Owner		**Applicant**	
Name: David Resnick		Name:	
Company: North Vista Pueblo Land Investment, LLC		Company:	
Address: 3819 Broadview Pl Castle Rock, CO	Zip: 80109	Address:	Zip:
Phone: (619) 838-8855		Phone: ( )	
Email: djresnick@gmail.com		Email:	
Engineer		**Surveyor**	
Name: Michael Cuppy		Name:	
Company: NorthStar Engineering and Surveying, Inc.		Company:	
Address: 111 E. 5th St.	Zip: 81003	Address:	Zip:
Phone: (719) 544-6823		Phone: ( )	
Email: mcuppy@northstar-co.com		Email:	

The applicant will be the primary contact unless otherwise noted.

Property Info

Project Location: (address or general description) South of future Home of Heroes, West of Cedarweed Blvd., East of Overton Rd. North Vista Highlands Planning Area 2

Parcel No(s): 407102010, 407102011, 407102012

Existing Zone: | Proposed Zone (if applicable):

PUD Name (if applicable): North Vista Highlands

Project Scope

Project Name: North Vista Highlands, Filing No. 10

- ☐ Rearrangement of Property Boundaries:
  - # of existing lots: _____ Total acres: _____
- ☐ Overall Development Plan
- ☐ Site Plan Review: Building area: _____sf
  - ○ HARP ○ Development Plan ○ PUD ○ Student Housing
- ☐ Special Area Plan
- ☐ Street Name Change: Existing Name: _____ Proposed Name: _____
- ☒ Subdivision: # of lots: 113 Lots 8 Parcels Total acres: 116.37 ac
- ☐ Text Amendment
- ☐ Vacation: ○ Street ○ Alley ○ Easement ○ Other: _____
- ☐ Other: _____

(Continue Next Page)

(Continued from previous page)

Project Information

Provide a brief description of the proposed request:
Resubdivision of existing "future development" parcels into single family residential lots

What is the total acreage included in the project? 116.37 ac

What is the proposed use of the property?

❑ Commercial ❑ Multi-family ☒ Residential ❑ Industrial ❑ Other

Are there any other pending or recently approved Land Use applications regarding this property? ❑ Yes ☒ No

If yes, please list:

Attachments

Attachment Checklist

The following list of attachments are required to accompany all applications:

- ❑ A. CD with DWF and DWG (Autocad) file of all plans and drawings & a PDF of all documents submitted.
- ❑ B. Pueblo County Assessor's Property Information print out (www.co.pueblo.co.us)
- ❑ C. Additional information as required by the **P&Z Submittal Requirements Sheet.**

Terms

By signing below, the Property Owner and Applicant are representing that each understands and agrees to the following terms:

1. Authorized personnel from the City of Pueblo, are hereby granted the right to enter the subject property for the purposes of reviewing and processing the application, including Certificate of Occupancy Inspections.
2. There are no known hazards or vicious animals present on the subject property.
3. All information contained in this application, is true and accurate to the best of my knowledge.
4. The City of Pueblo is under no obligation to approve the request contained in this application. No promises of approval are conveyed with the acceptance of this application.
5. It is highly recommended that a licensed surveyor complete a property survey before any construction takes place. The property owner is responsible for any construction that takes place within the boundaries of their property. The city may require any construction built outside of the property legal boundaries or within any setbacks (by intent or error), to be removed at the owners' expense.

Signatures

Property Owner

Print Name:	David Resnick	
Signature:	David Resnick	Date: April 30, 2024

Applicant, if different from Property Owner

Print Name:		
Signature:		Date:

Office Use Only

Zoning Compliance (Completed by City Staff)

Application checked for completeness by:	Date:	Fee Paid:

CERTIFICATION OF NOTICE GIVEN TO OWNERS OF MINERAL ESTATE

The undersigned having filed an application for development with the City of Pueblo, Colorado, which application is described as North Vista Highlands, Filing No. 10

does hereby certify that (check appropriate box):

☒ the surface estate and mineral estate in the property which is the subject of the application for development have not been severed; or

☐ the surface estate and mineral estate in the property which is the subject of the application for development have been severed and the undersigned has timely given all required notices to the mineral estate owner and to the City of Pueblo in compliance with Section 24-65.5-101 et seq., C.R.S.

Signed at Pueblo, Colorado, this _____ day of April 30, 2024, _____.

APPLICANT:

Name: North Vista Pueblo Land Investment, LLC, a Colorado Limited Liability Company

By: David Resnick

Title: Manager

DPW 113
02/06/02

REQUEST FOR DEFERRED FILINGS

As Subdivider of North Vista Highlands, Filing No. 10, the undersigned Subdivider hereby requests that the detail plans and profiles for streets, sanitary sewers, storm sewers and other drainage facilities, off site easements and covenants, if any, subdivision improvements agreement, and other documents and information which may be required by the City Staff or the Planning and Zoning Commission described in the attached Exhibit "A" (the Deferred Filings) be deferred for up to one year after the date the subdivision plat is conditionally approved by ordinance adopted by the City Council.

Subdivider understands and agrees that if a complete set of such Deferred Filings are for any reason not filed with and approved by the Director of Public Works within said one year period, or within any extended period granted by resolution of the City Council, the ordinance conditionally approving the final subdivision plat shall automatically be rescinded and repealed thirty (30) days after having received written notice of such recession and repeal.

Subdivider further understands and agrees that no final subdivision plat of a subdivision shall be recorded in the office of the Pueblo County Clerk and Recorder and no building permit shall be issued for any structure or building within this subdivision until all information, documents, drawings, profiles, and plats required by Chapter 4 of Title XII of the 1971 Code of Ordinances with respect to this subdivision, including without limitation Deferred Filings, have been timely filed and approved by the Director of Public Works.

Subdivider: North Vista Pueblo Land Investment, LLC, a Colorado Limited Liability Company

By: _____
David Resnick, Manager

Date: April 30, 2024

Accepted this _____ day of _____, _____.

_____
Director of Public Works

DPW 106
12/03/98

EXHIBIT “A”

DEFERRED FILINGS

X Construction plans, profile and details of streets, sanitary sewers, storm sewers, drainage facilities.

____ Offsite easements, on City approved forms, signed by the property owner.

____ Covenants, on City approved forms, pertaining to the maintenance of sanitary sewer, storm sewer, landscaping and drainage facilities on private property, signed by the property owner.

X Subdivision improvements agreement with Exhibit “A” and “B” and addendums.

X Final drainage report including all items listed in the “Final Drainage Report Checklist”.

____ Environmental report (if required).

____ Written approval by the Pueblo Regional Building Department of any proposed private sanitary sewer system.

X Soils report with “R” values for pavement design.

____ Copy of CDOT access permit, signed by the subdivider.

STATEMENT OF AUTHORITY

Pursuant to C.R.S. §38-30-172, the undersigned hereby executes this Statement of Authority on behalf of North Vista Pueblo Land Investment, LLC,

a, Colorado Limited Liability Company, an entity other than an individual, capable of holding title to real property (the "Entity"), and states as follows:

The name of the Entity is North Vista Pueblo Land Investment, LLC, a Colorado Limited Liability Company

(state type of entity and state, country, or other governmental authority under whose laws such entity is formed)

The mailing address for the Entity is 3819 Broadview Pl, Castle Rock, CO 80109

The name or position of the person authorized to execute instruments conveying, encumbering, or other affecting title to real property on behalf of the Entity is: David Resnick.

The limitations upon the authority of the person named above or holding the position described above to bind the Entity are as follows: None

(if no limitations, insert "None")

Other matters concerning the manner in which the Entity deals with any interest in real property are:

(if no other matters, leave this section blank)

EXECUTED this _____ day of _____, _____.

Signature: _____

Name (typed or printed): David Resnick

Title (if any): Manager

STATE OF _____)
) ss.
COUNTY OF_____)

The foregoing instrument was acknowledged before me this _____ day of _____, _____ by David Resnick, on behalf of North Vista Pueblo Land Investment, LLC, a Colorado Limited Liability Company.

Witness my hand and official seal.

My commission expires: _____

[S E A L]

_____
Notary Public

DPW 116
02/07/02

September 24, 2024

The City Planning and Zoning Commission will hold a public hearing on request from **David Resnick, North Vista Pueblo Land Investment, LLC** for the approval of the following application:

S-24-02: North Vista Filing, No. 10, Subdivision: A subdivision of 116.37-acres into single-family residential lots, open space, park, and future development parcels. Generally located west of Cedarweed Blvd. and south of the future western extension of Home of Heroes Parkway.

The Planning and Zoning Commission meeting will be held on October 9, 2024, at 3:30 p.m., in City Council Chambers, 1 City Hall Place, Pueblo, CO. To view the meeting by Zoom: https://www.zoomgov.com/j/1603832441?pwd=oYGaUDZZfhYtMgcqpA7X0p2SJjWy3h.1
Meeting ID: 160 383 2441, Passcode: 911780, Telephone: 1 669 254 5252 US (San Jose). You are welcome to attend this public hearing, in person, to express your viewpoint concerning this proposal. To review the plans and staff report for the proposed application, please visit www.pueblo.us/PandZ and click on "Most Recent Agenda" no sooner than the Friday prior to the hearing. **Please contact the planner listed below if you have questions.**
Scott Hobson, Acting Director
Planning & Community Development
By **Beritt Odom**, Principal Planner
(719) 553-2339

September 24, 2024

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Meeting ID: 160 383 2441, Passcode: 911780, Telephone: 1 669 254 5252 US (San Jose). You are welcome to attend this public hearing, in person, to express your viewpoint concerning this proposal. To review the plans and staff report for the proposed application, please visit www.pueblo.us/PandZ and click on "Most Recent Agenda" no sooner than the Friday prior to the hearing. **Please contact the planner listed below if you have questions.**
Scott Hobson, Acting Director
Planning & Community Development
By **Beritt Odom**, Principal Planner
(719) 553-2339

September 24, 2024

The City Planning and Zoning Commission will hold a public hearing on request from **David Resnick, North Vista Pueblo Land Investment, LLC** for the approval of the following application:

S-24-02: North Vista Filing, No. 10, Subdivision: A subdivision of 116.37-acres into single-family residential lots, open space, park, and future development parcels. Generally located west of Cedarweed Blvd. and south of the future western extension of Home of Heroes Parkway.

The Planning and Zoning Commission meeting will be held on October 9, 2024, at 3:30 p.m., in City Council Chambers, 1 City Hall Place, Pueblo, CO. To view the meeting by Zoom: https://www.zoomgov.com/j/1603832441?pwd=oYGaUDZZfhYtMgcqpA7X0p2SJjWy3h.1
Meeting ID: 160 383 2441, Passcode: 911780, Telephone: 1 669 254 5252 US (San Jose). You are welcome to attend this public hearing, in person, to express your viewpoint concerning this proposal. To review the plans and staff report for the proposed application, please visit www.pueblo.us/PandZ and click on "Most Recent Agenda" no sooner than the Friday prior to the hearing. **Please contact the planner listed below if you have questions.**
Scott Hobson, Acting Director
Planning & Community Development
By **Beritt Odom**, Principal Planner
(719) 553-2339

CASE NUMBER: S-24-02

CERTIFICATION

I hereby certify that I did this day cause written notice of the public hearing on the proposed final plat of the property commonly known as North Vista Highlands Filing NO 10 to be sent to the attached list of owners of the real property lying within three hundred (300) feet of the said property on which the final plat 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.

September 24, 2024

(Date)

PUEBLO PLANNING & ZONING COMMISSION

By Cindy Capuchin

Owner	OwnerStree	OwnerCity	OwnerSt	OwnerZip
MCCLUNG STEPHANIE DRAKE	1 VINCA CT	PUEBLO	CO	81008-1923
COLALANCIA DONATO/COLALANCIA ANNA	1007 W ORMAN AVE	PUEBLO	CO	81004-1431
BISHOP OF PUEBLO	101 N GREENWOOD ST	PUEBLO	CO	81003-3164
STARIKA STELLA/ STARIKA SHARON	13154 FABERGE PL	PALM BEACH GARDENS	FL	33418-5610
JAGUNICH THOMAS P/JAGUNICH ANITA	2 KALANCHOE CT	PUEBLO	CO	81008-1925
N V H PHASE 2A LLC	2124 WAKE FOREST CT	COLORADO SPRINGS	CO	80918-7922
SKELLY ELIZABETH ELLEN/LLOYD EMIL	287 S LA GRANGE CIR	PUEBLO WEST	CO	81007-3169
COFFMAN MATTHEW W/COFFMAN MARYBET	33 HEATHER CT	PUEBLO	CO	81001-1057
PUEBLO HEIGHTS LLC	3819 BROADVIEW PL	CASTLE ROCK	CO	80109-4507
NORTH VISTA PUEBLO LAND INVESTMENT	3819 BROADVIEW PL	CASTLE ROCK	CO	80109-4507
HURD MARK D/HURD KATHY A	3901 OUTLOOK BLVD STE C	PUEBLO	CO	81008-1696
DORR DANA / DORR VALERIE	4 KALANCHOE CT	PUEBLO	CO	81008-1925
TRANEL JEFFREY E/TRANEL VANESSA L	4 VINCA CT	PUEBLO	CO	81008-1923
PADULA FAMILY PARTNERSHIP LLLP	4202 ST ANDREWS DR	PUEBLO	CO	81001-1168
N V H PHASE 3 LLC	4408 TURNBERRY CRESCENT	PUEBLO	CO	81001-1162
NORTH VISTA HIGHLANDS METROPOLITAN	4725 S. MONACO DR. SUITE 360	DENVER	CO	80237
CARTER BARTON P/RIGGIO CARTER STA	4804 CEDARWEED BLVD	PUEBLO	CO	81001-1000
PUGH DRUCILLA N	4804 JASMINE CT	PUEBLO	CO	81001-1047
SINGH TEJINDER/GILL SHELLY	4805 INDIGO CT	PUEBLO	CO	81001-1056
SIMONICH MATTHEW P/SIMONICH LISA	4805 JASMINE CT	PUEBLO	CO	81001-1054
CARTER STEPHANIE	4806 CEDARWEED BLVD	PUEBLO	CO	81001-1000
TRUJILLO BRIAN/WARE SONDRA	4806 INDIGO CT	PUEBLO	CO	81001-1055
RESIDENT	4806 JASMINE CT	PUEBLO	CO	81001-1047
KOUCHNERKAVICH THOMAS A/KOUCHNERKA	4807 CASTOR DR	PUEBLO	CO	81008-1924

AZAR CAMILLE	4807 CEDARWEED BLVD	PUEBLO	CO	81001-1013
WHITE JOHN TODD	4807 INDIGO CT	PUEBLO	CO	81001-1056
JOYCE DAVID J/SKEWES ELIZABETH B	4807 JASMINE CT	PUEBLO	CO	81001-1054
HODAPP MARK S/HODAPP CAMILLE D	4807 POLO CT	PUEBLO	CO	81001-1059
FINEGOLD DAVID/FINEGOLD JILL	4807 QUITA CT	PUEBLO	CO	81001-1072
STECKLEIN MELISSA/STECKLEIN SEAN	4808 CEDARWEED BLVD	PUEBLO	CO	81001-1000
GILLISPIE KRISTINA P / GILLISPIE	4808 INDIGO CT	PUEBLO	CO	81001-1055
HELZER DOUGLAS M/HELZER JACQUELIN	4808 JASMINE CT	PUEBLO	CO	81001-1047
ROQUE THOMAS A/ROQUE VERONICA M	4808 QUITA CT	PUEBLO	CO	81001-1072
GONZALES DUANE/JONES LILLIAN M	4809 CASTOR DR	PUEBLO	CO	81008-1924
WRONA THOMAS C/WRONA TERRI R	4809 CEDARWEED BLVD	PUEBLO	CO	81001-1013
HALL GARY WILLIAM/HALL NANCY RICK	4809 INDIGO CT	PUEBLO	CO	81001-1056
ZERGER STEVEN C + LINDQUIST KAREN L ,	4809 JASMINE CT	PUEBLO	CO	81001-1054
YAKLICH FRANK J/YAKLICH CONSTANCE	4809 POLO CT	PUEBLO	CO	81001-1059
PEARL EDWARD N/PEARL RUTH ANN	4809 QUITA CT	PUEBLO	CO	81001-1072
BENFATTI JAMES JOSEPH / HUSBAND N	4810 CASTOR DR	PUEBLO	CO	81008-1911
BERRY ERIC/BERRY LAURIE FAMILY TR	4810 CEDARWEED BLVD	PUEBLO	CO	81001-1000
KESSLER CHARLES W	4810 INDIGO CT	PUEBLO	CO	81001-1055
MAGEE MICHAEL W II / MAGEE MELANI	4810 JASMINE CT	PUEBLO	CO	81001-1047
TOP LAND INVESTMENT LLC	4810 POLO CT	PUEBLO	CO	81001-1071
MAL LIVING TRUST	4810 QUITA CT	PUEBLO	CO	81001-1072
NEUGEBAUER MELVIN/NEUGEBAUER SUSA	4811 CASTOR DR	PUEBLO	CO	81008-1924
GAIDE THOMAS K/GAIDE DEBRA SUE	4811 CEDARWEED BLVD	PUEBLO	CO	81001-1013
PERSHIN KELLI S + CHRISTOPHER J PERSHIN	4811 INDIGO CT	PUEBLO	CO	81001-1056

WILLIAMS MARC A LIVING TRUST DATED	4811 POLO CT	PUEBLO	CO	81001-1059
ARCHULETA JARED J	4812 POLO CT	PUEBLO	CO	81001-1071
MEYER SHIRLEY	4813 POLO CT	PUEBLO	CO	81001-1059
BECK JIMMY K/BECK JEANETTE K	4813 QUITA CT	PUEBLO	CO	81001-1072
PADULA MILLEA JULIANA M/MILLEA JO	5 KALANCHOE CT	PUEBLO	CO	81008-1925
PADULA BRAD/PADULA KRISTIL K	7 KALANCHOE CT	PUEBLO	CO	81008-1925
BRICE CLIFFORD V III/BRICE SANDRA	7 WALLFLOWER CT	PUEBLO	CO	81001-1118

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: October 15, 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 NORTH VISTA HIGHLANDS, FILING NO. 11 SUBDIVISION

SUMMARY:

The applicant is requesting to subdivide 29.641 acres generally located west of North Vista Highlands Filing 7 subdivision and south of the future western extension of Home of Heroes Parkway, into 105 lots for single-family residences, open space, parks, and future development.

PREVIOUS COUNCIL ACTION:

The applicant is concurrently requesting approval of the following subdivisions:
S-24-02 NVH Filing No.10, S-24-04 NVH Filing No.12, and S-24-05 NVH Filing No.13

BACKGROUND:

The subject property is located west of North Vista Highlands, Filing No. 7, Subdivision and south of the future western extension of Home of Heroes Parkway. The proposed subdivision is centrally located around the concurrently proposed North Vista Highlands (NVH) Filings 10, 11, 12, and 13. Filing 11, contains 105 residential lots with widths between 40' and 60' and areas between 4,400 and 9,600 square feet. Parcels "A", "C", "D", and "E" are reserved for pedestrian, trail, landscape, drainage and open space. Parcel B is reserved for a park parcel. The North Vista PUD requires lot widths between 36-59 feet to have 20-foot front-yard setbacks, lots with widths between 60-75 feet wide to have a 25-foot front-yard setback, and lot widths greater than 75-feet to have a 30-foot setback. All proposed subdivided blocks include varying lot widths, which will require the setbacks to vary, thus creating an irregular appearance from the street. All lots meet the minimum width and area requirements of the PUD. The North Vista PUD Development Guide includes extensive regulations and guidance for Park dedication to ensure that 7.5 acres of park is provided for each 1,000 residents. The PUD requires the subdivider to dedicate .0075 acres of land as District Park and .015 acres as Neighborhood Park with each residential subdivision (Section 7.7.2.3, North Vista

Master Plan, Planned Unit development, First Amendment). The subdivision plat includes 1.53 acres of Neighborhood Park and the remaining 0.05 acres of park dedication will be provided through open space area. The park and open space parcels exceeds the 1.58 acres of required park area.

FINANCIAL IMPLICATIONS:

There are no financial implications for the City.

BOARD/COMMISSION RECOMMENDATION:

The Planning and Zoning Commission, at their October 9, 2024 Regular Meeting, voted 5-1 to recommend approval. Commissioner Avalos dissenting, Commissioner Maestri absent .

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 site.

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-24-03 NVH No. 11 Complete Attachments

ORDINANCE NO.

AN ORDINANCE APPROVING THE NORTH VISTA HIGHLANDS, FILING NO. 11 SUBDIVISION

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

SECTION 1.

The final plat of the North Vista Highlands, Filing No.11 Subdivision, being a subdivision of land legally described as:

A portion of Parcels "O", "P", and "Q", in North Vista Highlands, Filing No. 7, according to the recorded plat thereof as filed for record on October 26, 2023 at Reception No. 2326748 in the Pueblo County Records and being more particularly described as follows:

Considering the east line of the northeast ¼ of Section 8, Township 20 South, Range 64 West of the 6th Principal Meridian to bear N. 01°25'55" E. monumented on the south end with a found axle and the north end with a 2-½" aluminum cap stamped with PLS. No. 16128, and all bearings contained herein being relative thereto.

Beginning on the eastern boundary of Parcel "Q" in North Vista Highlands, Filing No. 7, said point also being on the northwest boundary of Parcel "B", in North Vista Highlands, Filing No. 4 according to the plat thereof as filed for record on December 21, 2021 at Reception No. 2257458 in the Pueblo County Records; thence S46°03'18"W along the boundary of said Parcels "Q" and "B", a distance of 128.55 feet; thence S01°31'52"E, a distance of 272.64 feet to a point on the boundary of said Parcels "Q" and "B"; thence N90°00'00"W, a distance of 456.27 feet; thence S00°00'00"E, a distance of 10.31 feet; thence N90°00'00"W, a distance of 520.00 feet; thence N80°54'16"W, a distance of 50.64 feet; thence N44°29'48"W, a distance of 21.43 feet; thence S45°30'12"W, a distance of 10.42 feet; thence N44°29'48"W, a distance of 170.00 feet; thence N45°30'12"E, a distance of 179.18 feet; thence along the arc of a curve to the right whose radius is 340.00 feet, a distance of 96.45 feet; thence N63°06'30"E, a distance of 16.05 feet; thence N25°32'22"W, a distance of 131.13 feet; thence along the arc of a curve to the left whose radius is 170.00 feet and whose center bears S31°24'12"E, a distance of 11.72 feet; thence N35°21'14"W, a distance of 60.00 feet; thence N44°29'48"W, a distance of 432.92 feet; thence S45°30'12"W, a distance of 520.00 feet; thence N45°48'58"W, a distance of 212.92 feet to a point on the eastern boundary of Parcel "N", in North Vista Highlands, Filing No. 7; thence N22°40'32"E along the eastern boundary of said Parcel "N", a distance of 408.32 feet; thence N88°52'33"E, a distance of 100.20 feet; thence N01°07'27"W, a distance of 200.29 feet; thence N88°52'33"E, a distance of 175.86 feet; thence N90°00'00"E, a distance of 270.65 feet; thence S00°00'00"E, a distance of 182.75 feet; thence N90°00'00"E, a distance of 170.00 feet; thence S00°00'00"E, a distance of 10.00 feet; thence N90°00'00"E, a distance of 110.00 feet; thence S00°00'00"E, a distance of 50.00 feet; thence N90°00'00"E, a distance of 800.00 feet; thence S00°00'00"E, a distance of 170.00 feet; thence N90°00'00"E, a distance of 30.00 feet; thence S00°00'00"E, a distance of 280.00 feet; thence N90°00'00"E, a distance of 16.73 feet; thence along the arc of a curve to the left whose radius is 510.00 feet, a distance of 26.27 feet; thence S02°57'03"E, a distance of 111.45 feet; thence N83°08'23"E, a distance of 103.56 feet to the Point of Beginning;

Containing 29.641 acres, more or less.

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-l0-l0l, 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 _____.

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

NORTH VISTA HIGHLANDS, FILING NO. 11

A RESUBDIVISION OF PARCEL G OF NORTH VISTA HIGHLANDS, FILING NO. 10
LOCATED IN THE NE 1/4 OF SECTION 7, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M.
IN THE COUNTY OF PUEBLO, STATE OF COLORADO

– DEDICATION –

KNOW ALL MEN BY THESE PRESENTS: That NORTH VISTA PUEBLO LAND INVESTMENT, LLC, a Colorado Limited Liability Company being the sole Owner of the following property:

A portion of Parcels "O", "P", and "Q", in North Vista Highlands, Filing No. 7, according to the recorded plat thereof as filed for record on October 26, 2023 at Reception No. 2326748 in the Pueblo County Records and being more particularly described as follows:

Considering the east line of the northeast ¼ of Section 8, Township 20 South, Range 64 West of the 6th Principal Meridian to bear N. 01°25'55" E. monumented on the south end with a found axle and the north end with a 2–½" aluminum cap stamped with PLS. No. 16128, and all bearings contained herein being relative thereto.

Beginning on the eastern boundary of Parcel "Q" in North Vista Highlands, Filing No. 7, said point also being on the northwest boundary of Parcel "B", in North Vista Highlands, Filing No. 4 according to the plat thereof as filed for record on December 21, 2021 at Reception No. 2257458 in the Pueblo County Records; thence S46°03'18"W along the boundary of said Parcels "Q" and "B", a distance of 128.55 feet; thence S01°31'52"E, a distance of 272.64 feet to a point on the boundary of said Parcels "Q" and "B"; thence N90°00'00"W, a distance of 456.27 feet; thence S00°00'00"E, a distance of 10.31 feet; thence N90°00'00"W, a distance of 520.00 feet; thence N80°54'16"W, a distance of 50.64 feet; thence N44°29'48"W, a distance of 21.43 feet; thence S45°30'12"W, a distance of 10.42 feet; thence N44°29'48"W, a distance of 170.00 feet; thence N45°30'12"E, a distance of 179.18 feet; thence along the arc of a curve to the right whose radius is 340.00 feet, a distance of 96.45 feet; thence N63°06'30"E, a distance of 16.05 feet; thence N25°32'22"W, a distance of 131.13 feet; thence along the arc of a curve to the left whose radius is 170.00 feet and whose center bears S31°24'12"E, a distance of 11.72 feet; thence N35°21'14"W, a distance of 60.00 feet; thence N44°29'48"W, a distance of 432.92 feet; thence S45°30'12"W, a distance of 520.00 feet; thence N45°48'58"W, a distance of 212.92 feet to a point on the eastern boundary of Parcel "N", in North Vista Highlands, Filing No. 7; thence N22°40'32"E along the eastern boundary of said Parcel "N", a distance of 408.32 feet; thence N88°52'33"E, a distance of 100.20 feet; thence N01°07'27"W, a distance of 200.29 feet; thence N88°52'33"E, a distance of 175.86 feet; thence N90°00'00"E, a distance of 270.65 feet; thence S00°00'00"E, a distance of 182.75 feet; thence N90°00'00"E, a distance of 170.00 feet; thence S00°00'00"E, a distance of 10.00 feet; thence N90°00'00"E, a distance of 110.00 feet; thence S00°00'00"E, a distance of 50.00 feet; thence N90°00'00"E, a distance of 800.00 feet; thence S00°00'00"E, a distance of 170.00 feet; thence N90°00'00"E, a distance of 30.00 feet; thence S00°00'00"E, a distance of 280.00 feet; thence N90°00'00"E, a distance of 16.73 feet; thence along the arc of a curve to the left whose radius is 510.00 feet, a distance of 26.27 feet; thence S02°57'03"E, a distance of 111.45 feet; thence N83°08'23"E, a distance of 103.56 feet to the Point of Beginning;

Containing 29.641 acres, more or less

Have caused the aforegoing described property to be surveyed, platted and subdivided into lots, blocks, parcels, the same to be numbered, platted, subdivided, dimensioned as shown on the annexed plat, for the purpose of creating a subdivision to be known as NORTH VISTA HIGHLANDS, FILING NO. 11.

All of the streets, easements for drainage, detention, sidewalks, trail and all public utilities, shown hereon, are hereby dedicated to the public for perpetual use.

Parcels A, B, C and D are hereby reserved for pedestrian, trail, landscape, and open space to be owned and maintained by the owner of said parcel or any subsequent owner(s).

Parcel E is hereby reserved for drainage, detention, and open space to be owned and maintained by the owner of said parcel, subject to the terms and conditions of the Stormwater Facility Maintenance Agreement referenced hereon. Parcel E in its entirety, is hereby dedicated to the City as a drainage easement.

Drainage facilities located within drainage or detention easements shown hereon shall be installed, repaired, and maintained in good working order and condition by the owner(s) of the lots or parcels upon which the easements are located. The City of Pueblo is hereby granted the right but not the obligation in its discretion to maintain, repair, or replace the drainage facilities within such easements and to recover the costs thereof, plus administrative expenses from said owner(s). All drainage easements shall be further subject to the Stormwater Facility Maintenance Agreement dated _____ and filed contemporaneously with the annexed plat.

Streets, curbs & gutters, and sidewalks located within ingress/egress or access easements shown hereon shall be installed, repaired, and maintained in good working order and condition by the owners of all Lots within the subdivision, subject to the terms and conditions of the Declaration of Covenants referenced hereon.

All of the property shown on this plat is subject to the terms and conditions defined and described in the Declaration of Covenants, dated July 13, 2021, and recorded in the Pueblo County Records at Reception No. 2234574

IN WITNESS WHEREOF, David Resnick, the Manager of NORTH VISTA PUEBLO LAND INVESTMENT, LLC , a Colorado Limited Liability Company, sets his hand and seal this _____, day of _____, _____ A.D.:

NORTH VISTA PUEBLO LAND INVESTMENT, LLC
a Colorado Limited Liability Company

_____
David Resnick, Manager
NORTH VISTA PUEBLO LAND INVESTMENT, LLC

STATE OF _____)
)SS
COUNTY OF_____)

I,_____, a Notary Public in and for the County of _____, State of _____, do hereby certify that David Resnick, the Manager of NORTH VISTA PUEBLO LAND INVESTMENT, LLC, who is personally known to me to be the identical person who signed the aforegoing dedication, appeared before me this day in person and acknowledged the execution thereof to be his free and voluntary act for the uses and purposes therein set forth as the deed of said Company.

WITNESS my hand and notarial seal this _____, day of_____, _____ A.D.:

My Commission Expires:
Address:

_____ _____
Notary Public Date

The Owner executing this plat confirms that the property subject to this plat is also subject to the Declaration of Covenants, Conditions and Restrictions for North Vista Highlands recorded in the real property records of Pueblo County on February 14, 2019, at Reception No. 2130861, as amended and supplemented of record. The Owner affirms and ratifies the terms, covenants, conditions and restrictions of that Declaration, as amended and supplemented of record.

Consent to this Plat by Successor Founder

The undersigned, as Successor Founder (also sometimes known and referred to as the Founder) under the Declaration recorded in the real property records of Pueblo County on February 14, 2019, at Reception No. 2130861, as amended and supplemented of record, has the right to approve this plat, which right is exercised by the Successor Founder by signature below.

Jevin Investments, Inc., David Resnick, President

By:_____
David Resnick, President

STATE OF _____)
)SS
COUNTY OF_____)

Subscribed and sworn to before me by _____ , as President of Jevin Investments, Inc., on this _____ , day of _____ , 20____A.D.:

WITNESS my hand and notarial seal this _____ , day of _____ , 20 _____ A.D.:

My Commission Expires:
Address:

_____ _____
Notary Public Date

– SURVEYOR'S CERTIFICATION –

This is to certify that we have prepared the annexed plat and that it complies with the minimum standards for Land Survey Plats as set forth in Section 38–51–106 Et. Seq., C.R.S. 1994 (as amended). We have performed the accompanying survey and it was conducted by me or under my responsible charge. All lines and dimensions are correctly shown hereon to the best of my knowledge and belief.

Date: _____

NORTHSTAR ENGINEERING AND SURVEYING, INC.
111 E. 5th Street
Pueblo, CO 81003

By: _____
Michael Leland Cuppy,
Colorado Registered Professional
Land Surveyor No. 38485

For and on Behalf of
NorthStar Engineering and Surveying, Inc.

– IMPROVEMENT CERTIFICATION –

This is to certify that the Subdivider has complied with Alternate No. 4 of Section 12–4–7(J) (1) and with Section 12–4–5 (b), of the 1971 Code of Ordinances, City of Pueblo, County of Pueblo, State of Colorado.

_____ _____
Director of Public Works Date

– PLANNING COMMISSION CERTIFICATION –

This is to certify that this subdivision was approved by the Planning Commission of the City of Pueblo, County of Pueblo, State of Colorado.

_____ _____
Chairperson Planning Commission Date

– NOTICE –

NOTICE is hereby given that acceptance of this platted subdivision by the City of Pueblo, does not constitute an acceptance of the dedicated public roads, park, and other public improvements for maintenance by the City. Until such dedicated public roads and other parks and public improvements meet the requirements, standards, and specifications, of the City, its subdivision ordinance, and where appropriate, its Park's Department specifications, and such are specifically approved and accepted in writing by the City Director of Public Works and where applicable, the City Director of Parks and Recreation, the maintenance, construction and all other matters pertaining to or affecting said dedicated public roads, parks and other public improvements and rights–of–way are the sole responsibility of the Subdivider or any subsequent owner(s) of the land within this subdivision. City does not accept the private roads, easements and facilities dedicated hereon, nor shall the City be obligated to maintain, construct or repair such private roads, easements, and facilities.

– APPROVAL FOR RECORDING –

Approved by City Council of Pueblo, Colorado, by Ordinance No. _____.

This is to certify that the plat of NORTH VISTA HIGHLANDS, FILING NO. 11 has been approved for recording in the office of the Pueblo County Clerk and Recorder of Pueblo County, Colorado.

_____ _____
City Clerk Date

NORTH VISTA Planned PUD Units	
Planning Area 2:	625 Units Total
North Vista Highlands, Filing No. 10	(113) Units
North Vista Highlands, Filing No. 11	(105) Units
Planning Area 2 balance:	407 Units Remaining

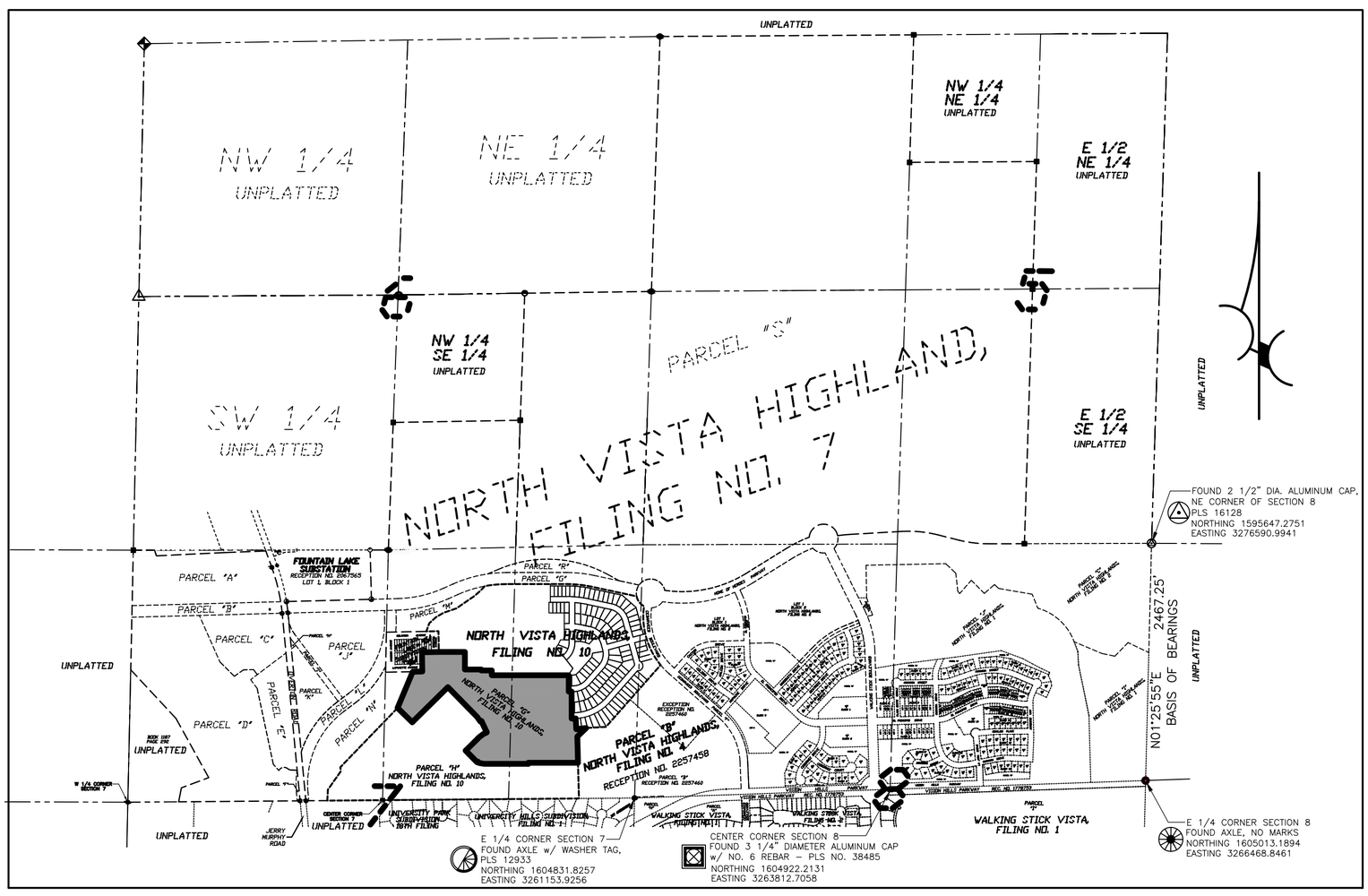
CURRENT NORTH VISTA PUD Park Dedication in Planning Area 2:

North Vista Highlands, Filing No. 11:
Neighborhood/Pocket Park Dedication
Parcels A, C, D, and E (Open space with landscape and trail):
8.24 acres x 40% = 3.30 acres
Parcel B (park parcel): 1.53 acres

TOTAL PARK DEDICATION: 4.83 acres

North Vista Highlands PUD Park Dedication

Filing No.	Planning Area	Dwelling Units (D.U.)	District Park Req. 0.0075 ac per D.U.	Neighborhood Park Req. 0.015 ac per D.U.	District Park Ded.	Neighborhood Park Ded.	Open Space & Trails Ded.
1	PA–4	162	1.22 ac	2.44 ac	1.22 ac (PA–1)	4.46 ac	–
3	PA–4	33	0.25 ac	0.50 ac	0.25 ac (PA–7)	–	–
5	PA–3	157	1.18 ac	2.36 ac	1.18 ac (PA–1)	3.50 ac	3.86 ac
9	PA–3	232	1.74 ac	3.48 ac	1.74 ac (PA–1)	0.83 ac	–
10	PA–2	113	0.85 ac	1.70 ac	0.85 ac (PA–1)	1.73 ac	0.65 ac
11	PA–2	105	0.79 ac	1.58 ac	0.79 ac (PA–1)	1.53 ac	3.30 ac



MONUMENTATION MAP

NOT TO SCALE

LEGEND:

- FOUND 2 1/2" DIAMETER ALUMINUM CAP, PLS 16128
- FOUND 3 1/4" DIAMETER ALUMINUM CAP WITH NO. 6 REBAR, PLS 38485
- FOUND NO. 4 REBAR WITH YELLOW PLASTIC CAP, PLS 12933
- FOUND 3 1/4" DIAMETER ALUMINUM CAP WITH NO. 6 REBAR, PLS 12933
- FOUND 2" DIA. STEEL PIPE FILLED WITH CONCRETE, WITH TAG WASHER
- FOUND NO. 4 REBAR WITH PLASTIC CAP, PLS 12697
- FOUND AXLE WITH WASHER TAG, PLS 12933
- FOUND NO. 4 REBAR WITH PLASTIC CAP, PLS 30107
- FOUND NAIL WITH WASHER, PLS 12933
- SET NO. 4 REBAR WITH YYELLOW PLASTIC CAP, PLS 38485
- MONUMENT TO BE ESTABLISHED TO MEET CITY OF PUEBLO REQUIREMENTS

R.O.W. RIGHT–OF–WAY
(R) RADIAL
(D) DEED
(M) MEASURED
(P) PLAT

BASIS OF BEARINGS:

EAST LINE OF THE NE 1/4 OF SECTION 8, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M.
TO BEAR N. 01°25'55" E.

PREPARED BY: NORTHSTAR ENGINEERING AND SURVEYING, INC.

NORTH VISTA HIGHLANDS, FILING NO. 11

A RESUBDIVISION OF PARCEL G OF NORTH VISTA HIGHLANDS, FILING NO. 10
LOCATED IN THE NE 1/4 OF SECTION 7, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M.
IN THE COUNTY OF PUEBLO, STATE OF COLORADO

PARCEL "O"
NORTH VISTA HIGHLANDS,
FILING NO. 7

PARCEL "P"
NORTH VISTA HIGHLANDS,
FILING NO. 7

PARCEL "Q"
NORTH VISTA HIGHLANDS,
FILING NO. 7

PARCEL "R"
NORTH VISTA HIGHLANDS,
FILING NO. 7

PARCEL "S"
NORTH VISTA HIGHLANDS,
FILING NO. 7

COLUMBIA AVENUE
MADISON AVENUE
ORIENTAL AVENUE
LAFAYETTE AVENUE
NOT A PART
NOT A PART

NORTH VISTA HIGHLANDS
FILING NO. 7
PARCEL "N"

N90°00'00"E 270.65'
STATE PLANE COORDINATES
NORTHING 1606350.6147
EASTING 3259389.8823
N88°52'33"E 175.86'
N01°07'27"W 200.29'
N88°52'33"E 100.20'
N22°40'32"E 408.32'
S00°00'00"E 182.75'
N90°00'00"E 170.00'
S00°00'00"E 10.00'
N90°00'00"E 110.00'
S00°00'00"E 50.00'
370.40'
N00°00'00"E
N90°00'00"E 800.00'
STATE PLANE COORDINATES
NORTHING 1606107.8643
EASTING 3260469.8823
S00°00'00"E 170.00'
N90°00'00"E 30.00'
S00°00'00"E 280.00'
N90°00'00"E 16.73'
R=510.00'
D=02°57'03"
L=26.27'
(R)
S02°57'03"E 111.45'
N83°08'23"E 103.56'
STATE PLANE COORDINATES
NORTHING 1605559.6121
EASTING 3260651.4268
P.O.B.
S46°03'18"W 128.55'
272.64'
S01°31'52"E
456.27'
STATE PLANE COORDINATES
NORTHING 1605197.8643
EASTING 3260566.1547
N90°00'00"W 520.00'
S00°00'00"E 10.31'
N90°00'00"W
S45°30'12"W 10.42'
N80°54'16"W 50.64'
N44°29'48"W 21.43'
N44°29'48"W 170.00'
N45°30'12"E 179.18'
N25°32'22"W 131.13'
N63°06'30"E 16.05'
R=340.00'
D=16°15'09"
L=96.45'
R=170.00'
D=03°57'03"
L=11.72'
N35°21'14"W 60.00'
N22°35'21"W (R)
R=230.00'
D=21°54'27"
L=87.94'
N45°30'12"E 37.29'
100.00'
N44°29'48"W 432.92'
S45°30'12"W 520.00'
N45°48'58"W 212.92'
STATE PLANE COORDINATES
NORTHING 1605984.2501
EASTING 3259213.3381
STATE PLANE COORDINATES
NORTHING 1605324.7986
EASTING 3259398.2787

PARCEL "E"
DRAINAGE DETENTION/OPEN SPACE
292,556.640 SF
6.716 ACRES

PARCEL "D"
OPEN SPACE

PARCEL "C"
OPEN SPACE

PARCEL "B"
PARK

PARCEL "A"
OPEN SPACE

DRAINAGE & DETENTION EASEMENT
(ALL OF PARCEL "E")

DRAINAGE EASEMENT
(ALL OF PARCEL "N")

BLOCK 1
BLOCK 2
BLOCK 3
BLOCK 4
BLOCK 5
BLOCK 6
BLOCK 7
BLOCK 8

TELLURIDE DRIVE
EMPIRE DRIVE
CASTOR DRIVE
SILVER CLIFF DRIVE
BUTTE DRIVE
CRESTED DRIVE
GOLDFIELD DRIVE

NORTH VISTA HIGHLANDS
FILING NO. 4
RECEPTION NO. 2257458

PARCEL "B"
RECEPTION NO. 2257460

MOUNTAIN STATES TELEPHONE AND TELEGRAPH COMPANY ROW OF WAY EASEMENT (BOOK 1010 AT PAGE 671) 10' WIDE

MOUNTAIN STATES TELEPHONE AND TELEGRAPH COMPANY RIGHT OF WAY EASEMENT (BOOK 2274 AT PAGE 779) 16.5' WIDE (BOOK 2278 AT PAGE 281) 16.5' WIDE

BLACK HILLS/COLORADO ELECTRIC UTILITY COMPANY GRANT RIGHT OF WAY– POWER EASEMENT (RECEPTION NO. 2053094) 20' WIDE

SCALE: 1" = 80'
0 40' 80' 160'

LEGEND

- ○ SET NO. 4 REBAR w/ YELLOW PLASTIC CAP, PLS 38485
- ◀ FOUND MONUMENT BOX
- △ MONUMENT TO BE ESTABLISHED TO MEET CITY OF PUEBLO REQUIREMENTS
- P.O.B. POINT OF BEGINNING
- P.U.E. PUBLIC UTILITY EASEMENT
- D.E. DRAINAGE EASEMENT
- S.S.E. SANITARY SEWER EASEMENT
- W.E. WATER EASEMENT
- SF SQUARE FEET
- (R) RADIAL
- (P) PLAT
- (M) MEASURED
- R.O.W. RIGHT OF WAY

BASIS OF BEARINGS

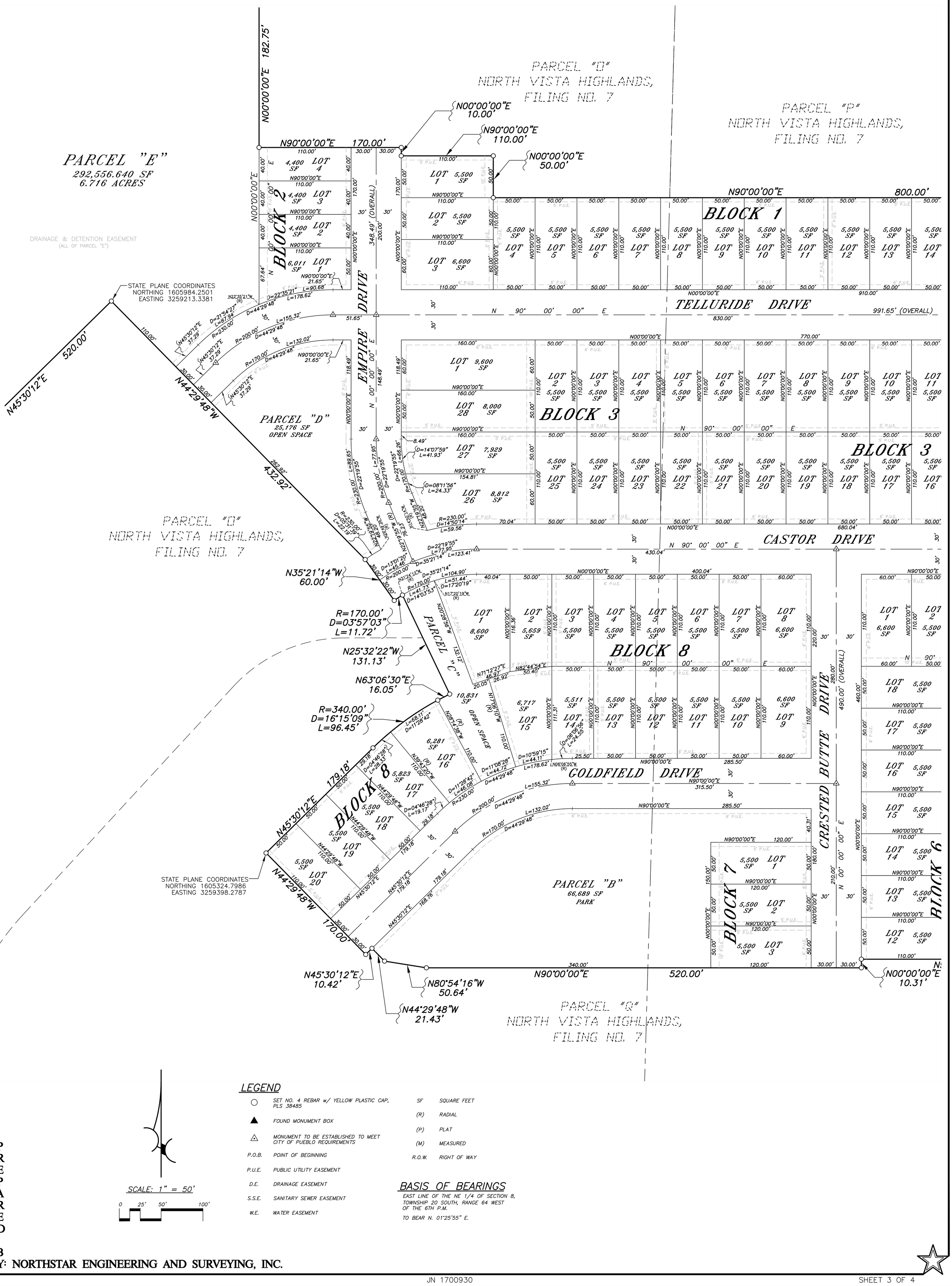
EAST LINE OF THE NE 1/4 OF SECTION 8, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M.
TO BEAR N. 01°25'55" E.

PREPARED BY: NORTHSTAR ENGINEERING AND SURVEYING, INC.

JN 1700930

NORTH VISTA HIGHLANDS, FILING NO. 11

A RESUBDIVISION OF PARCEL G OF NORTH VISTA HIGHLANDS, FILING NO. 10
LOCATED IN THE NE 1/4 OF SECTION 7, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M.
IN THE COUNTY OF PUEBLO, STATE OF COLORADO



SCALE: 1" = 50'

0 25' 50' 100'

LEGEND

○	SET NO. 4 REBAR w/ YELLOW PLASTIC CAP, PLS 38485
▲	FOUND MONUMENT BOX
△	MONUMENT TO BE ESTABLISHED TO MEET CITY OF PUEBLO REQUIREMENTS
P.O.B.	POINT OF BEGINNING
P.U.E.	PUBLIC UTILITY EASEMENT
D.E.	DRAINAGE EASEMENT
S.S.E.	SANITARY SEWER EASEMENT
W.E.	WATER EASEMENT
SF	SQUARE FEET
(R)	RADIAL
(P)	PLAT
(M)	MEASURED
R.O.W.	RIGHT OF WAY

BASIS OF BEARINGS

EAST LINE OF THE NE 1/4 OF SECTION 8, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M.

TO BEAR N. 01°25'55" E.

PREPARED BY: NORTHSTAR ENGINEERING AND SURVEYING, INC.

NORTH VISTA HIGHLANDS, FILING NO. 11

A RESUBDIVISION OF PARCEL G OF NORTH VISTA HIGHLANDS, FILING NO. 10
LOCATED IN THE NE 1/4 OF SECTION 7, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M.
IN THE COUNTY OF PUEBLO, STATE OF COLORADO

PARCEL "O"
NORTH VISTA HIGHLANDS,
FILING NO. 7

PARCEL "P"
NORTH VISTA HIGHLANDS,
FILING NO. 7

PARCEL "Q"
NORTH VISTA HIGHLANDS,
FILING NO. 7

PARCEL "R"
NORTH VISTA HIGHLANDS,
FILING NO. 7

STATE PLANE COORDINATES
NORTHING 1606107.8643
EASTING 3260469.8823

STATE PLANE COORDINATES
NORTHING 1605559.6121
EASTING 3260651.4268

STATE PLANE COORDINATES
NORTHING 1605197.8643
EASTING 3260566.1547

DRAINAGE EASEMENT
(ALL OF PARCEL "A")

PARCEL "A"
30,302 SF
OPEN SPACE

PARCEL "B"
66,689 SF
PARK

NORTH VISTA HIGHLANDS FILING NO. 4 PARCEL "B" RECEPTION NO. 2257453

PARCEL "B" RECEPTION NO. 2257460

SCALE: 1" = 50'

0 25' 50' 100'

LEGEND

○	SET NO. 4 REBAR w/ YELLOW PLASTIC CAP, PLS 38485
▲	FOUND MONUMENT BOX
△	MONUMENT TO BE ESTABLISHED TO MEET CITY OF PUEBLO REQUIREMENTS
P.O.B.	POINT OF BEGINNING
P.U.E.	PUBLIC UTILITY EASEMENT
D.E.	DRAINAGE EASEMENT
S.S.E.	SANITARY SEWER EASEMENT
W.E.	WATER EASEMENT
SF	SQUARE FEET
(R)	RADIAL
(P)	PLAT
(M)	MEASURED
R.O.W.	RIGHT OF WAY

BASIS OF BEARINGS

EAST LINE OF THE NE 1/4 OF SECTION 8, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M.

TO BEAR N. 01°25'55" E.

PREPARED BY: NORTHSTAR ENGINEERING AND SURVEYING, INC.

SUPPLEMENTAL MAP OF:
NORTH VISTA HIGHLANDS, FILING NO. 11

A RESUBDIVISION OF PARCEL G OF NORTH VISTA HIGHLANDS, FILING NO. 10
LOCATED IN THE NE 1/4 OF SECTION 7, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M.
IN THE COUNTY OF PUEBLO, STATE OF COLORADO

VICINITY MAP
NOT TO SCALE

SCALE: 1" = 80'
0 40' 80' 160'

BENCHMARK:

E 1/4 CORNER OF SECTION 8, TOWNSHIP 20 SOUTH, RANGE 64 WEST, OF THE 6TH P.M.
NAVD 88 Elevation = 5003.56

NOTES:

1.) FOR CORRECT LOT INFORMATION REFER TO SUBDIVISION PLAT.

2.) LOCATION OF UNDERGROUND UTILITIES SHOWN HEREON PER ON-SITE UTILITY LOCATES AND UTILITY COMPANY RECORDS. ABOVE GROUND EVIDENCE OF UTILITIES SHOWN HEREON BY ACTUAL ON-SITE FIELD LOCATION COMPLETED ON (04-26-2024).

LEGEND

○	SET NO. 4 REBAR w/ YELLOW PLASTIC CAP, PLS 38485
▲	FOUND MONUMENT BOX
△	MONUMENT TO BE ESTABLISHED TO MEET CITY OF PUEBLO REQUIREMENTS
P.O.B.	POINT OF BEGINNING
P.U.E.	PUBLIC UTILITY EASEMENT
D.E.	DRAINAGE EASEMENT
S.S.E.	SANITARY SEWER EASEMENT
W.E.	WATER EASEMENT
SF	SQUARE FEET
(R)	RADIAL
(P)	PLAT
(M)	MEASURED
R.O.W.	RIGHT OF WAY
PUD A-1	CURRENT ZONING
	GUY WIRE
	POWER POLE
T	TELEPHONE PEDESTAL
WV	WATER VALVE
GV	GAS VALVE
S	SANITARY SEWER MANHOLE
ST	STORM SEWER MANHOLE
W	WATER MANHOLE
4830	EXISTING CONTOUR (5 FOOT)
4821	EXISTING CONTOUR (1 FOOT)
E	UNDERGROUND ELECTRIC LINE
FOL	FIBER OPTIC LINE
OHE	OVERHEAD POWER LINE
G 3" PED	GAS MAIN
SAN 8" PVC	SANITARY SEWER MAIN
STM 30" RCP	STORM SEWER MAIN
T	TELEPHONE LINE
W 12" PVC	WATER MAIN

SUBMITTED: NORTH VISTA PUEBLO LAND INVESTMENT LLC
A COLORADO LIMITED LIABILITY COMPANY

ENGINEERS AND SURVEYORS: NORTHSTAR ENGINEERING AND SURVEYING, INC.
111 E. 5TH STREET
PUEBLO, COLORADO

MAY 06, 2024

SHEET 1 OF 1

PREPARED UNDER THE DIRECT SUPERVISION OF
MICHAEL LELAND CUPPY, PROFESSIONAL LAND SURVEYOR
COLORADO REGISTRATION NO. 38485
FOR AND ON BEHALF OF NORTHSTAR ENGINEERING & SURVEYING, INC.

JN 1700930

PREPARED BY: NORTHSTAR ENGINEERING AND SURVEYING, INC.

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Regina Maestri
City Council Representative

city of PUEBLO colorado
Planning & Zoning Commission

Christopher Pasternak
Alexandra Aznar
Elizabeth Bailey
Cheryl Spinuzzi

MINUTES OF REGULAR MEETING

City of Pueblo, Colorado
Wednesday October 9, 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, Chris Pasternak, Cheryl Spinuzzi.

Commissioners Absent: Regina Maestri

Staff Members Present: David Wyatt, Assistant City Attorney, Beritt Odom, Principal Planner, Wade Broadhead, Senior Planner, Cindy Capritta, Land Use Tech. Andrew Hayes, Director of Public Works, Melanie Turner, Traffic Engineer, Joe Martellaro, Associate Engineer II, and Noah Stamm, Drainage Engineer.

Staff Members Absent: Scott Hobson, Acting Director of Planning and Community Development.

Approval of the Agenda: Bailey motioned to move Z-22-10 and S-23-07 to the November 13, 2024, meeting approve the agenda as amended, seconded by Avalos,

Motion Passed: 6-0

Public Meeting Agenda:

Public Hearings:

5. S-24-03 Subdivision: North Vista Highlands Filing No 11 Subdivision, a subdivision of 29.641 acres into single-family residential lots, open space, parks, and future development parcels. Generally located west of North Vista Highlands Filing 7 subdivision and south of the future western extension of Home of Heroes Parkway. Staff report by Mikaylin Hackley, Planner.

Hearing: Applicants Michael Cuppy, North Star Engineering and Surveying and David Resnick, North Vista Pueblo Land Investment, LLC were sworn in and spoke in support of the application. Being sworn in and speaking in opposition were Thomas Wrona, Harvey Wade, Jacqueline Helzer, John Roth, Jeffrey Tranel, Susan Musso Neugebauer, Scott Epstein, and John Millca.. Andrew Hayes, Director of Public Works and Melanie Turner, Traffic Engineer provided information and answered questions.

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

Motion Passed: 5-1 (Avalos)

city of PUEBLO colorado

DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

TO: Beritt Odom, Principal Planner

CC: Michelle Cruz, Administrative Technician
Subdivision File

FROM: Joe Martellaro, Associate Engineer II

SUBJECT: S-24-02 North Vista Highlands, Filing No. 10
S-24-03 North Vista Highlands, Filing No. 11
S-24-04 North Vista Highlands, Filing No. 12
S-24-05 North Vista Highlands, Filing No. 13

DATE: October 2, 2024

Please place the above referenced submittals on the City Council Agenda.

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Regina Maestri
City Council Representative

city of PUEBLO colorado
Planning & Zoning Commission

Christopher Pasternak

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

S-24-03

TO:	City of Pueblo, Planning and Zoning Commission
FROM:	Mikaylin Hackley, Planner
THROUGH:	Scott Hobson, Acting Director of Planning and Community Development
DATE:	October 9, 2024
SUBJECT:	North Vista Highlands Filing 11 Subdivision
APPLICANT:	Jay Fisher, NorthStar Engineering and Surveying, Inc.
PROPERTY OWNER:	North Vista Pueblo Land Investment
LOCATION:	Generally located west of North Vista Highlands Filing 7 subdivision and south of the future western extension of Home of Heroes Parkway
EXISTING ZONE:	North Vista Highlands PUD
CONCURRENT REQUESTS:	S-24-02 (Filing 10), S-24-04 (Filing 12), S-24-05 (Filing 13)

REQUEST:
North Vista Pueblo Land Investment is requesting to subdivide 29.641 acres generally located west of North Vista Highlands Filing 7 subdivision and south of the future western extension of Home of Heroes Parkway, into 105 lots for single-family residences, open space, parks, and future development.

STAFF REVIEW AND FINDINGS:
The subject property is centrally located around the concurrently proposed North Vista Highlands (NVH) Filings 10, 11, 12, and 13. Filing 11 contains 105 residential lots with widths between 40’ and 60’ and areas between 4,400 and 9,600 square feet as well as Open Space Parcels “A”, “C”, and “D,” Drainage/Open Space Parcel “E,” and Park Parcel “B.” All lots meet the minimum width and area requirements of the PUD.

The North Vista PUD requires lot widths between 36-59 feet to have 20-foot front-yard setbacks, lots with widths between 60-75 feet wide to have a 25-foot front-yard setback, and lot widths greater than 75-feet to have a 30-foot setback. All proposed subdivided blocks include varying lot widths, which will require the setbacks to vary, thus creating an irregular appearance from the street.

The North Vista PUD Development Guide includes extensive regulations and guidance for Park dedication to ensure that 7.5 acres of park is provided for each 1,000 residents. The PUD requires the subdivider to dedicate .0075 acres of land as District Park and .015 acres as Neighborhood Park within each residential subdivision (Section 7.7.2.3, North Vista Master Plan, Planned Unit development, First Amendment). The PUD identifies Planning Areas 1, 5, and 7 as the locations for future District Park development and requires the subdivider “to clearly indicate on each plat the number of acres for each site and the total acreage proposed for each park or open space dedication within the project” (Section 7.7.3.1 North Vista Master Plan, Planned Unit development, First Amendment).

The plat includes a park dedication requirements table which indicates that NVH Filing 11 must have 0.79 acres of District Parks and 1.58 acres of Neighborhood Parks as calculated via the number of proposed dwelling units. The District Park requirement is met in Planning Area 1, and the Neighborhood Park dedicated proposed in Filing 11 is 1.53 acres. The remaining 0.05 required acres of park dedication will be met through open space as improved by trails, landscaping, etc. as outlined in the provided park plan.

APPLICABLE REGULATIONS:
Sec. 17-4-1 through 6 of the Pueblo Municipal Code (PMC) concerning zone district 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.

ANALYSIS:
The proposed Subdivision conforms with the applicable Municipal Codes.

RECOMMENDED MOTION: The Subdivision Review Committee recommends the Planning and Zoning Commission forward a recommendation the requested Subdivision be **APPROVED** with the following noted:

Requests for Modifications to Requirements:	NorthStar Engineering submitted a request for modifications letter, May 6, 2024, Michael Cuppy, PE., PLS. However, their request was to modify provisions of the PUD Development Guide, which is not applicable to subdivision, as allowed by Section 12-4-10 of the Pueblo Municipal Code.
Request for Deferred Filings	Request for Deferred Filings: The Subdivision Review Committee has no objection to the Request for Deferred Filings, SRC Memo, October 2, 2024.
Plat Deficiencies:	Not Applicable
Conditions of Approval: (Unless otherwise noted, all conditions of approval must be completed prior to the case being scheduled for City Council hearing.)	• Amend the Trail and Park Plan title to include the names of the Subdivisions that are included in the plan, similar to the following: o North Vista Filings, 10, 11, 12, and 13, Trail and Park Plan

PLANNING AND COMMUNITY DEVELOPMENT COMMENTS

CHARACTER AND COMPATIBILITY:

- **Site Character:**
  The subject property is unimproved and contains native vegetation.

- **Neighborhood Compatibility:**

North	NVH PUD; Proposed site of NVH Filing 13; Currently unimproved
East	NVH PUD; Proposed site of NVH Filing 10; Currently unimproved

South	NVH PUD; Proposed site of NVH Filing 11: Currently undeveloped
West	NVH PUD; Unsubdivided land and property in Pueblo County jurisdiction

- **Comprehensive Plan Compliance:**
  The Pueblo Regional Comprehensive Plan, 2022, designates the subdivision site as Suburban Neighborhood.

  According to the Comprehensive Plan, Suburban Neighborhoods are defined as predominantly single-family detached and attached homes on similarly-sized lots with a density of 2 to 5 dwelling units per acre. The proposed subdivision complies with the Comprehensive Plan designation of suburban neighborhood.

ABILITY TO COMPLY WITH THE ZONE DISTRICT REGULATIONS:

- **Minimum lot size and width:**
  The North Vista Highlands PUD designates lot sizes and widths in different Planning Areas. This subdivision falls in Planning Area 2.

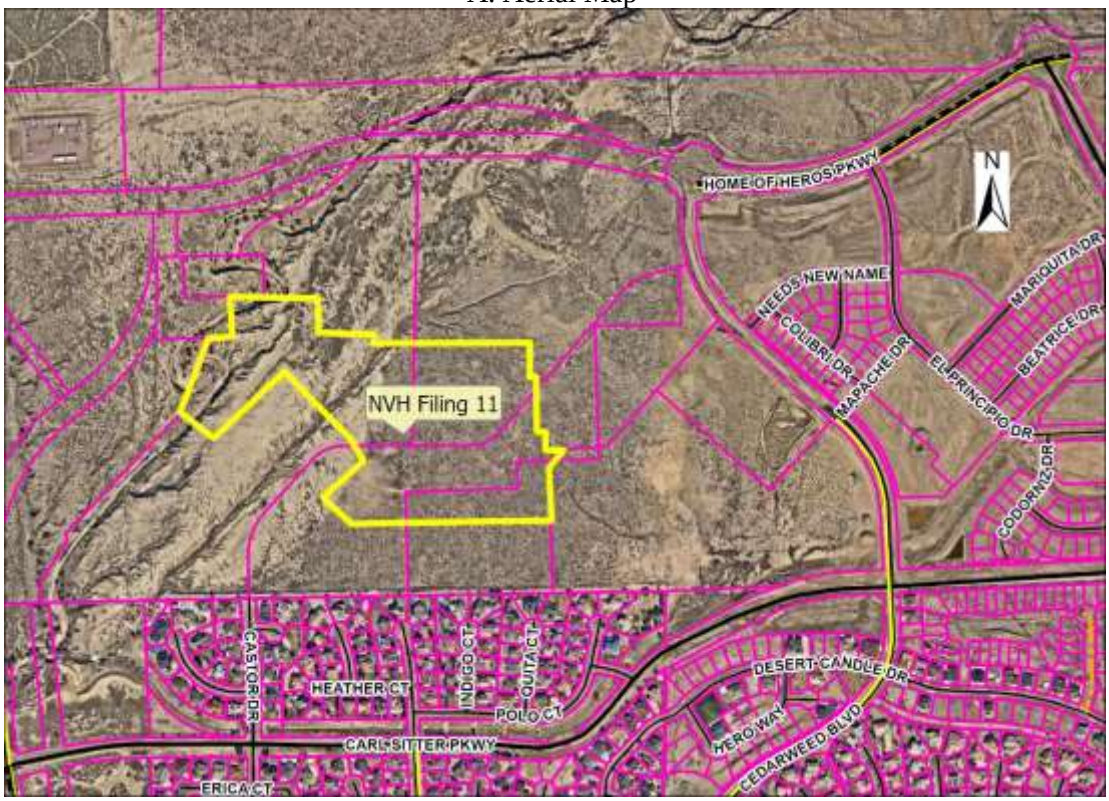
REFERRAL AGENCIES AND COMMENTS:

• City Public Works	No comment
• 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	No comment

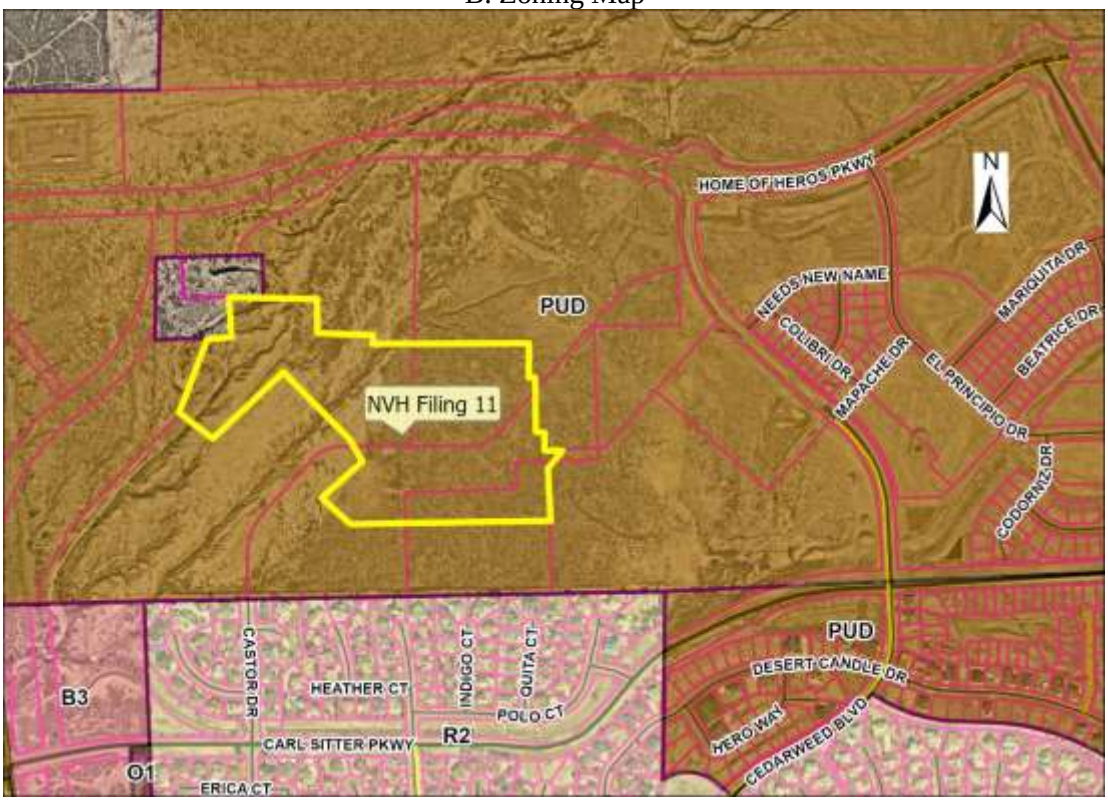
ATTACHMENTS:

A. Aerial Photograph
B. Zoning Map
C. Comprehensive Plan Map
D. North Vista Highlands Filings 10-13 Approximate Location Graphic
E. Supporting Documents

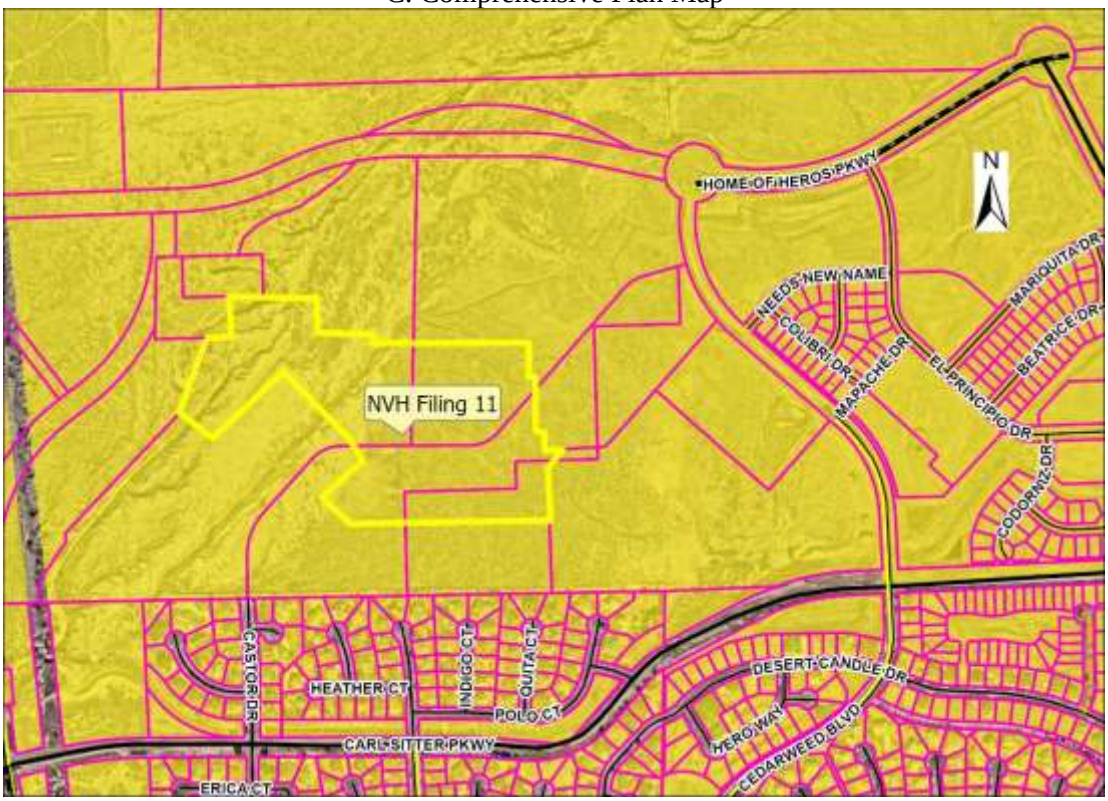
A. Aerial Map



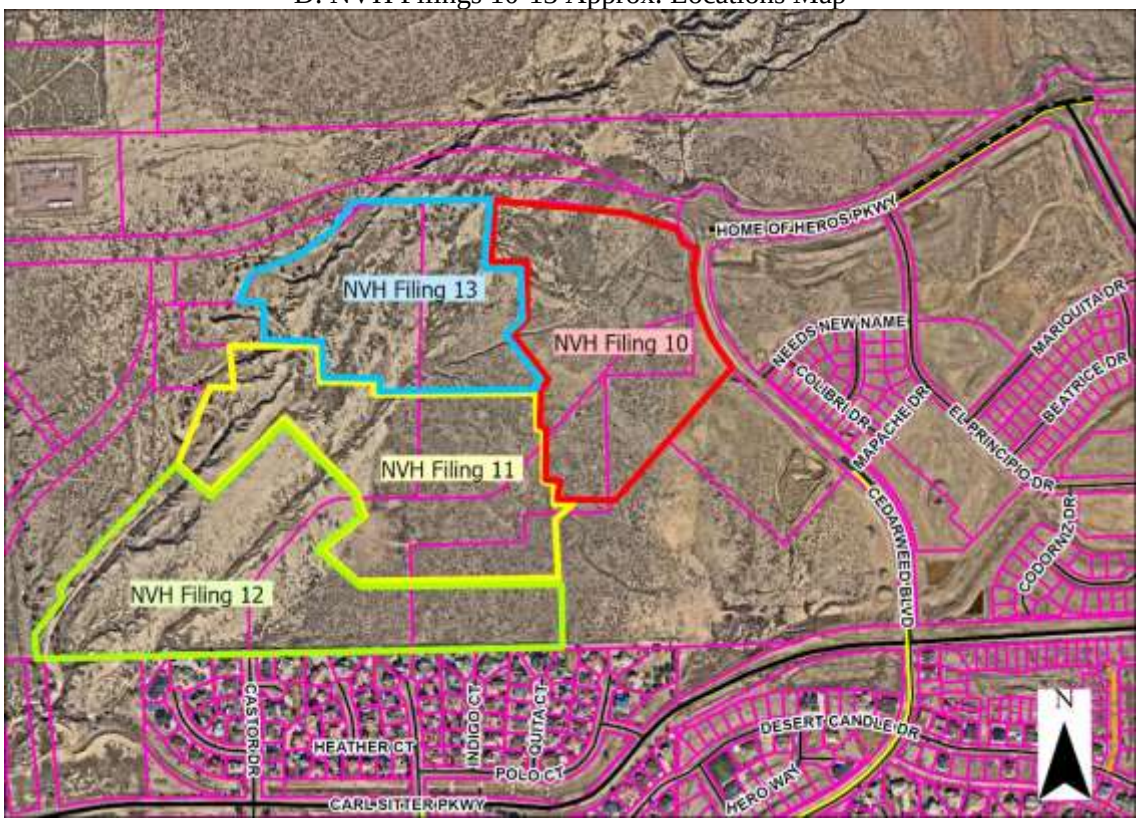
B. Zoning Map



C. Comprehensive Plan Map



D. NVH Filings 10-13 Approx. Locations Map



E. Supporting Documents

NORTH VISTA HIGHLANDS, FILING NO. 11

A RESUBDIVISION OF PARCEL G OF NORTH VISTA HIGHLANDS, FILING NO. 10
LOCATED IN THE NE 1/4 OF SECTION 7, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M.
IN THE COUNTY OF PUEBLO, STATE OF COLORADO

– DEDICATION –

KNOW ALL MEN BY THESE PRESENTS: That NORTH VISTA PUEBLO LAND INVESTMENT, LLC, a Colorado Limited Liability Company being the sole Owner of the following property:

A Re–subdivision of Parcel "G", in North Vista Highlands, Filing No. 10, according to the recorded plat thereof as filed for record on _____ ___, 20___ at Reception No. _____ in the Pueblo County Records.

Containing 29.641 acres, more or less

Have caused the aforegoing described property to be surveyed, platted and subdivided into lots, blocks, parcels, the same to be numbered, platted, subdivided, dimensioned as shown on the annexed plat, for the purpose of creating a subdivision to be known as NORTH VISTA HIGHLANDS, FILING NO. 11.

All of the streets, easements for drainage, detention, sidewalks, trail and all public utilities, shown hereon, are hereby dedicated to the public for perpetual use.

Parcels A, B, C and D are hereby reserved for pedestrian, trail, landscape, and open space to be owned and maintained by the owner of said parcel or any subsequent owner(s).

Parcel E is hereby reserved for drainage, detention, and open space to be owned and maintained by the owner of said parcel, subject to the terms and conditions of the Stormwater Facility Maintenance Agreement referenced hereon. Parcel E in its entirety, is hereby dedicated to the City as a drainage easement.

Drainage facilities located within drainage or detention easements shown hereon shall be installed, repaired, and maintained in good working order and condition by the owner(s) of the lots or parcels upon which the easements are located. The City of Pueblo is hereby granted the right but not the obligation in its discretion to maintain, repair, or replace the drainage facilities within such easements and to recover the costs thereof, plus administrative expenses from said owner(s). All drainage easements shall be further subject to the Stormwater Facility Maintenance Agreement dated _____ and filed contemporaneously with the annexed plat.

Streets, curbs & gutters, and sidewalks located within ingress/egress or access easements shown hereon shall be installed, repaired, and maintained in good working order and condition by the owners of all Lots within the subdivision, subject to the terms and conditions of the Declaration of Covenants referenced hereon.

All of the property shown on this plat is subject to the terms and conditions defined and described in the Declaration of Covenants, dated July 13, 2021, and recorded in the Pueblo County Records at Reception No. 2234574

IN WITNESS WHEREOF, David Resnick, the Manager of PUEBLO HEIGHTS, LLC , a Colorado Limited Liability Company, sets his hand and seal this _____ , day of _____,_____A.D.:

IN WITNESS WHEREOF, David Resnick, the Manager of NORTH VISTA PUEBLO LAND INVESTMENT, LLC , a Colorado Limited Liability Company, sets his hand and seal this _____, day of _____, _____ A.D.:

NORTH VISTA PUEBLO LAND INVESTMENT, LLC
a Colorado Limited Liability Company

_____
David Resnick, Manager
NORTH VISTA PUEBLO LAND INVESTMENT, LLC

STATE OF _____)
)SS
COUNTY OF_____)

I,_____, a Notary Public in and for the County of _____, State of _____, do hereby certify that David Resnick, the Manager of NORTH VISTA PUEBLO LAND INVESTMENT, LLC, who is personally known to me to be the identical person who signed the aforegoing dedication, appeared before me this day in person and acknowledged the execution thereof to be his free and voluntary act for the uses and purposes therein set forth as the deed of said Company.

WITNESS my hand and notarial seal this _____, day of_____, _____ A.D.:

My Commission Expires:
Address:

_____ _____
Notary Public *Date*

The Owner executing this plat confirms that the property subject to this plat is also subject to the Declaration of Covenants, Conditions and Restrictions for North Vista Highlands recorded in the real property records of Pueblo County on February 14, 2019, at Reception No. 2130861, as amended and supplemented of record. The Owner affirms and ratifies the terms, covenants, conditions and restrictions of that Declaration, as amended and supplemented of record.

Consent to this Plat by Successor Founder

The undersigned, as Successor Founder (also sometimes known and referred to as the Founder) under the Declaration recorded in the real property records of Pueblo County on February 14, 2019, at Reception No. 2130861, as amended and supplemented of record, has the right to approve this plat, which right is exercised by the Successor Founder by signature below.

Jevin Investments, Inc., David Resnick, President

By:_____
David Resnick, President

STATE OF _____)
)SS
COUNTY OF_____)

Subscribed and sworn to before me by _____ , as President of Jevin Investments, Inc., on this _____ , day of _____ , 20____A.D.:

WITNESS my hand and notarial seal this _____ , day of _____ , 20 _____ A.D.:

My Commission Expires:
Address:

_____ _____
Notary Public *Date*

– SURVEYOR'S CERTIFICATION –

This is to certify that we have prepared the annexed plat and that it complies with the minimum standards for Land Survey Plats as set forth in Section 38–51–106 Et. Seq., C.R.S. 1994 (as amended). We have performed the accompanying survey and it was conducted by me or under my responsible charge. All lines and dimensions are correctly shown hereon to the best of my knowledge and belief.

Date: _____

NORTHSTAR ENGINEERING AND SURVEYING, INC.
111 E. 5th Street
Pueblo, CO 81003

By: _____
Michael Leland Cuppy,
Colorado Registered Professional
Land Surveyor No. 38485

For and on Behalf of
NorthStar Engineering and Surveying, Inc.

– IMPROVEMENT CERTIFICATION –

This is to certify that the Subdivider has complied with Alternate No. 4 of Section 12–4–7(J) (1) and with Section 12–4–5 (b), of the 1971 Code of Ordinances, City of Pueblo, County of Pueblo, State of Colorado.

_____ _____
Director of Public Works *Date*

– PLANNING COMMISSION CERTIFICATION –

This is to certify that this subdivision was approved by the Planning Commission of the City of Pueblo, County of Pueblo, State of Colorado.

_____ _____
Chairperson Planning Commission *Date*

– NOTICE –

NOTICE is hereby given that acceptance of this platted subdivision by the City of Pueblo, does not constitute an acceptance of the dedicated public roads, park, and other public improvements for maintenance by the City. Until such dedicated public roads and other parks and public improvements meet the requirements, standards, and specifications, of the City, its subdivision ordinance, and where appropriate, its Park's Department specifications, and such are specifically approved and accepted in writing by the City Director of Public Works and where applicable, the City Director of Parks and Recreation, the maintenance, construction and all other matters pertaining to or affecting said dedicated public roads, parks and other public improvements and rights–of–way are the sole responsibility of the Subdivider or any subsequent owner(s) of the land within this subdivision. City does not accept the private roads, easements and facilities dedicated hereon, nor shall the City be obligated to maintain, construct or repair such private roads, easements, and facilities.

– APPROVAL FOR RECORDING –

Approved by City Council of Pueblo, Colorado, by Ordinance No. _____.

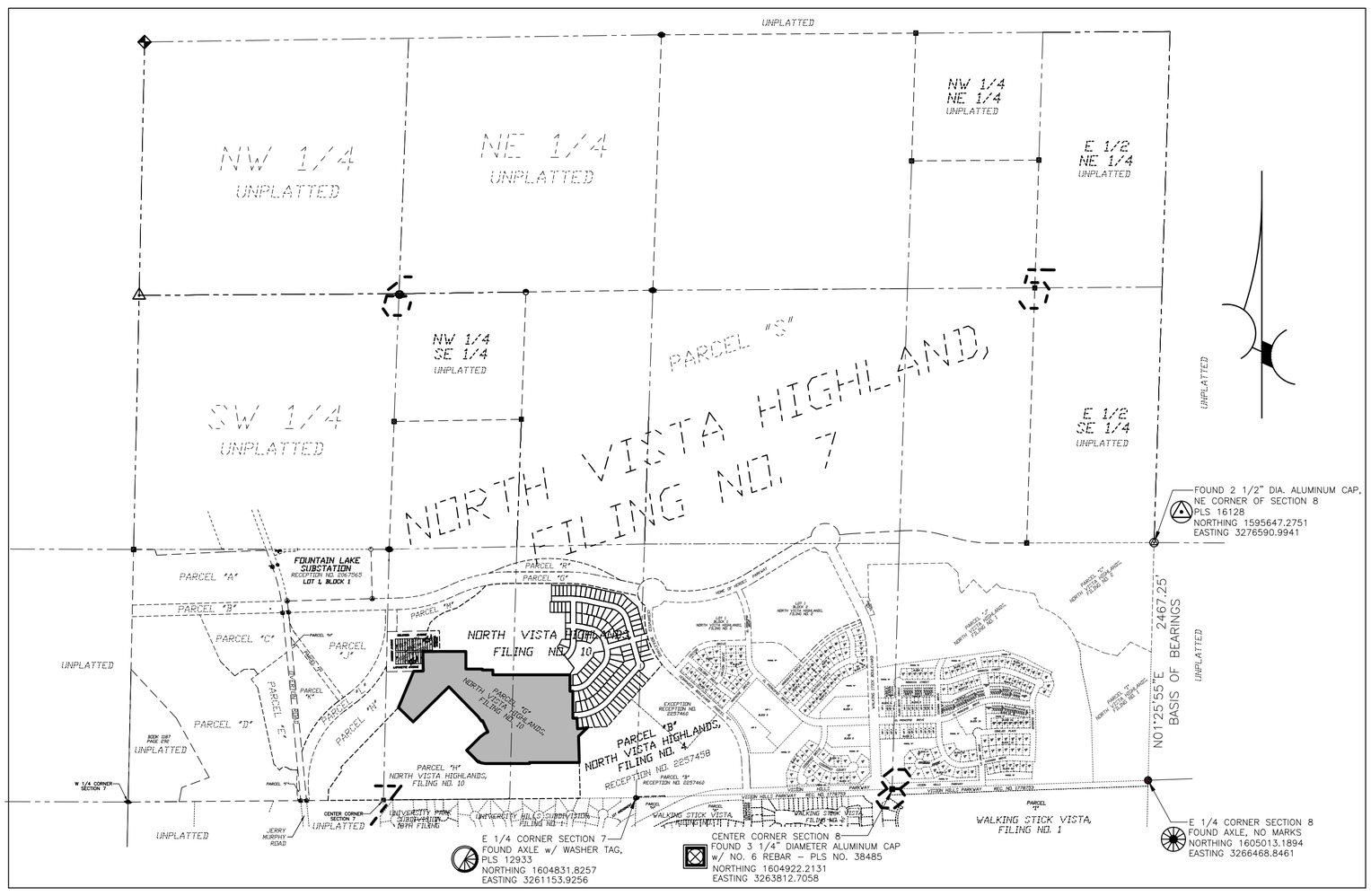
This is to certify that the plat of NORTH VISTA HIGHLANDS, FILING NO. 11 has been approved for recording in the office of the Pueblo County Clerk and Recorder of Pueblo County, Colorado.

_____ _____
City Clerk *Date*

NORTH VISTA Planned PUD Units		CURRENT NORTH VISTA PUD Park Dedication in Planning Area 2:	
Planning Area 2:	625 Units Total	North Vista Highlands, Filing No. 11:	
North Vista Highlands, Filing No. 10	(113) Units	Neighborhood/Pocket Park Dedication	
North Vista Highlands, Filing No. 11	(105) Units	Parcels A, C, D, and E (Open space with landscape and trail): 8.24 acres x 40% =	3.30 acres
Planning Area 2 balance:	407 Units Remaining	Parcel B (park parcel):	1.53 acres
		TOTAL PARK DEDICATION:	4.83 acres

North Vista Highlands PUD Park Dedication

Filing No.	Planning Area	Dwelling Units (D.U.)	District Park Req. 0.0075 ac per D.U.	Neighborhood Park Req. 0.015 ac per D.U.	District Park Ded.	Neighborhood Park Ded.	Open Space & Trails Ded.
1	PA–4	162	1.22 ac	2.44 ac	1.22 ac (PA–1)	4.46 ac	–
3	PA–4	33	0.25 ac	0.50 ac	0.25 ac (PA–7)	–	–
5	PA–3	157	1.18 ac	2.36 ac	1.18 ac (PA–1)	3.50 ac	3.86 ac
9	PA–3	232	1.74 ac	3.48 ac	1.74 ac (PA–1)	0.83 ac	–
10	PA–2	113	0.85 ac	1.70 ac	0.85 ac (PA–1)	1.73 ac	0.65 ac
11	PA–2	105	0.79 ac	1.58 ac	0.79 ac (PA–1)	1.53 ac	3.30 ac



MONUMENTATION MAP
NOT TO SCALE

LEGEND:

- FOUND 2 1/2" DIAMETER ALUMINUM CAP, PLS 16128
- FOUND 3 1/4" DIAMETER ALUMINUM CAP WITH NO. 6 REBAR, PLS 38485
- FOUND NO. 4 REBAR WITH YELLOW PLASTIC CAP, PLS 12933
- FOUND 3 1/4" DIAMETER ALUMINUM CAP WITH NO. 6 REBAR, PLS 12933
- FOUND 2" DIA. STEEL PIPE FILLED WITH CONCRETE, WITH TAG WASHER
- FOUND NO. 4 REBAR WITH PLASTIC CAP, PLS 12697
- FOUND AXLE WITH WASHER TAG, PLS 12933
- FOUND NO. 4 REBAR WITH PLASTIC CAP, PLS 30107
- FOUND NAIL WITH WASHER, PLS 12933
- SET NO. 4 REBAR WITH YYELLOW PLASTIC CAP, PLS 38485
- MONUMENT TO BE ESTABLISHED TO MEET CITY OF PUEBLO REQUIREMENTS

R.O.W. RIGHT–OF–WAY
(R) RADIAL
(D) DEED
(M) MEASURED
(P) PLAT

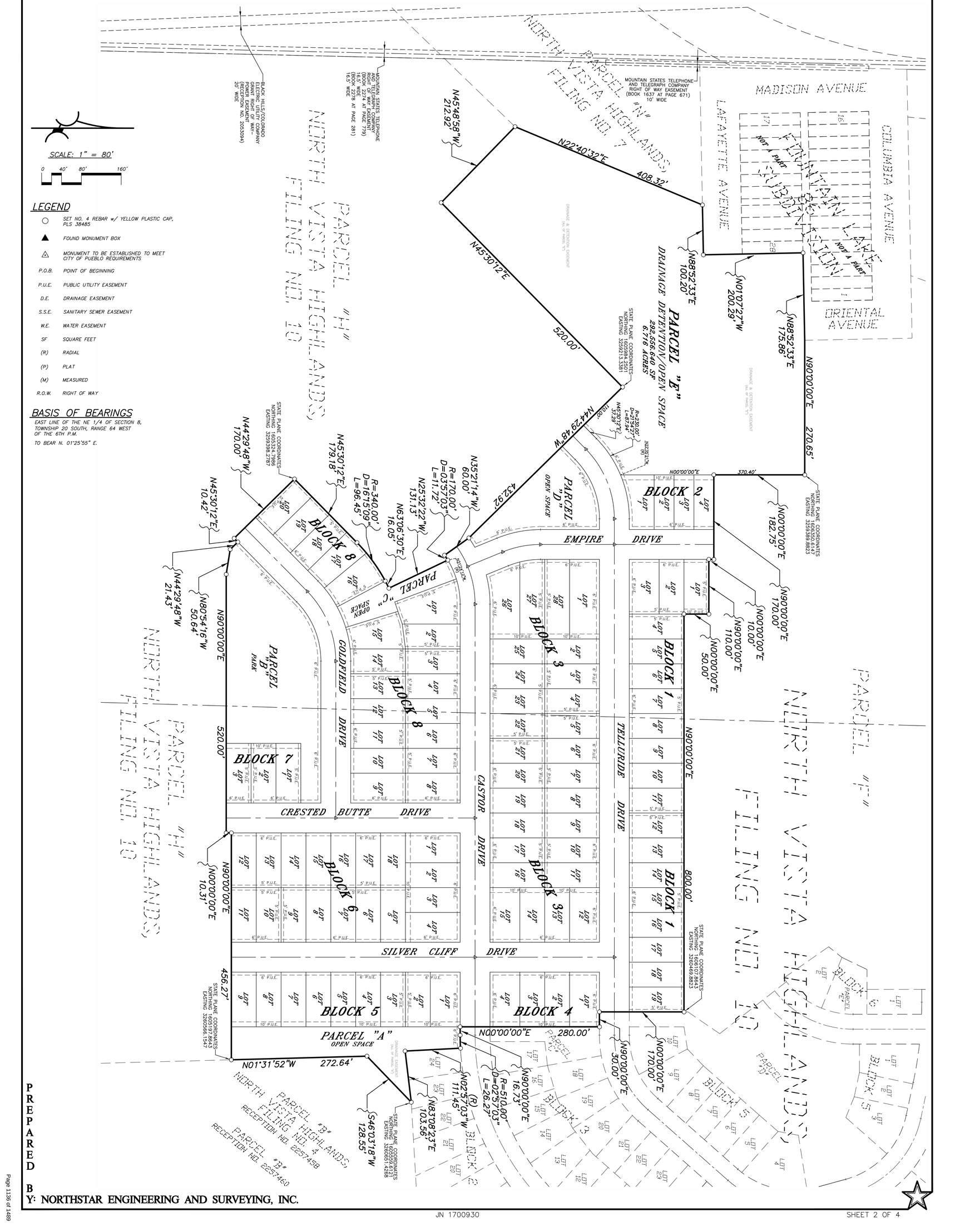
BASIS OF BEARINGS:

EAST LINE OF THE NE 1/4 OF SECTION 8, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M.
TO BEAR N. 01°25'55" E.

PREPARED BY: NORTHSTAR ENGINEERING AND SURVEYING, INC.

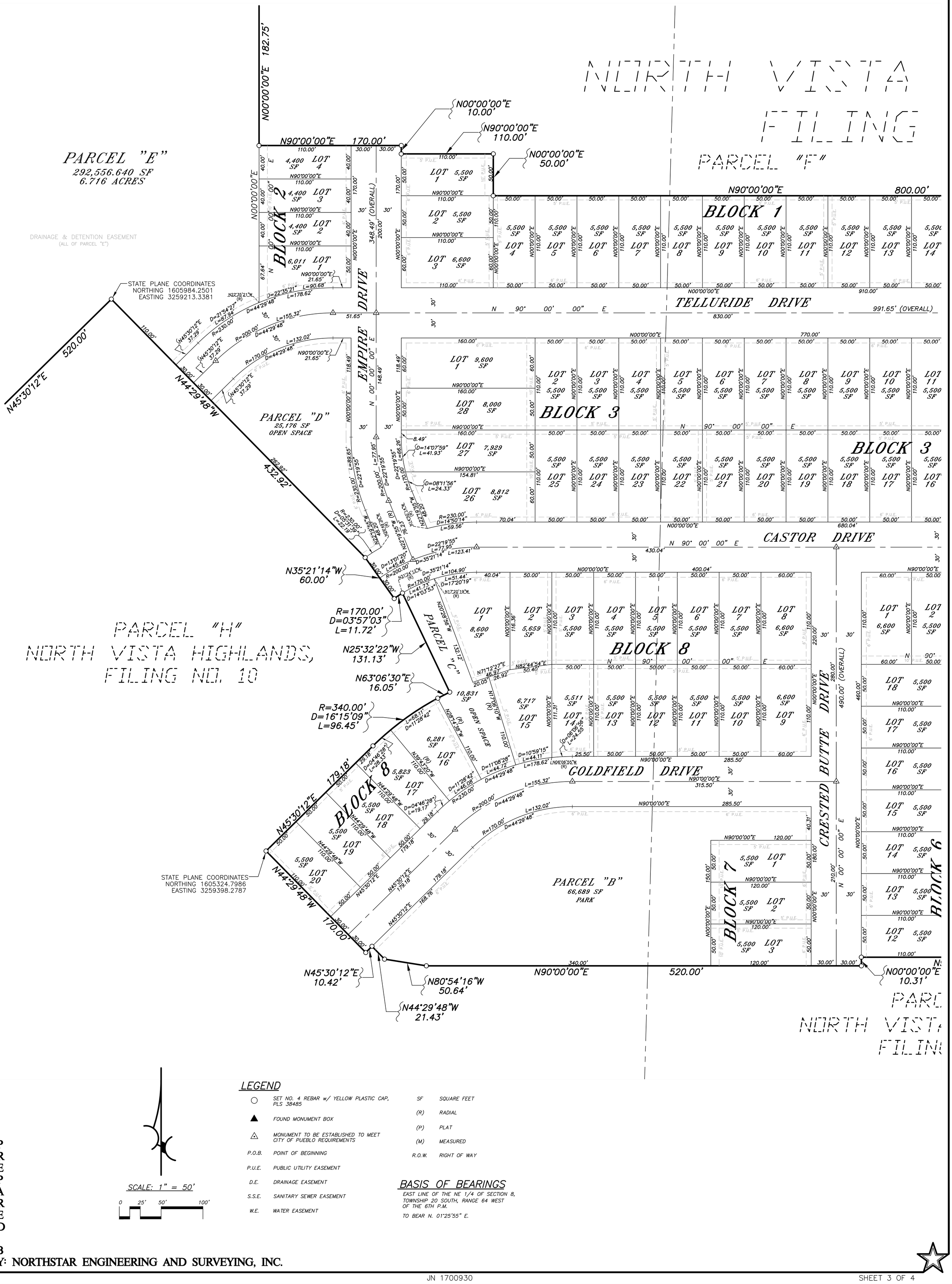
NORTH VISTA HIGHLANDS, FILING NO. 11

A RESUBDIVISION OF PARCEL G OF NORTH VISTA HIGHLANDS, FILING NO. 10
LOCATED IN THE NE 1/4 OF SECTION 7, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M.
IN THE COUNTY OF PUEBLO, STATE OF COLORADO


SCALE: 1" = 80'
0 40' 80' 160'
LEGEND
SET NO. 4 REBAR w/ YELLOW PLASTIC CAP, PLS 38485
FOUND MONUMENT BOX
MONUMENT TO BE ESTABLISHED TO MEET CITY OF PUEBLO REQUIREMENTS
P.O.B. POINT OF BEGINNING
P.U.E. PUBLIC UTILITY EASEMENT
D.E. DRAINAGE EASEMENT
S.S.E. SANITARY SEWER EASEMENT
W.E. WATER EASEMENT
SF SQUARE FEET
(R) RADIAL
(P) PLAT
(M) MEASURED
R.O.W. RIGHT OF WAY
BASIS OF BEARINGS
EAST LINE OF THE NE 1/4 OF SECTION 8, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M.
TO BEAR N. 01°25'55" E.
NORTH VISTA HIGHLANDS, FILING NO. 10
PARCEL "H"
NORTH VISTA HIGHLANDS, FILING NO. 7
PARCEL "M"
MADISON AVENUE
LAFAYETTE AVENUE
COLUMBIA AVENUE
ORIENTAL AVENUE
PARCEL "E"
DRAINAGE DETENTION/OPEN SPACE
892,556.640 SQ. FT.
6.716 ACRES
PARCEL "D"
OPEN SPACE
PARCEL "C"
OPEN SPACE
PARCEL "B"
PARK
PARCEL "A"
OPEN SPACE
BLOCK 1
BLOCK 2
BLOCK 3
BLOCK 4
BLOCK 5
BLOCK 6
BLOCK 7
BLOCK 8
EMPIRE DRIVE
GOLDFIELD DRIVE
CRESTED BUTTE DRIVE
CASTOR DRIVE
TELLURIDE DRIVE
SILVER CLIFF DRIVE
PARCEL "B" PLAT RECEPTION NO. 2257458
PARCEL "B" NORTH VISTA HIGHLANDS FILING NO. 4 RECEPTION NO. 2257460
N45°48'58"W 212.92'
N22°40'32"E 408.32'
N45°30'12"E 520.00'
N88°52'33"E 100.20'
N01°07'27"W 200.29'
N88°52'33"E 175.86'
N90°00'00"E 270.65'
N44°29'48"W 432.92'
N35°21'14"W 60.00'
N44°29'48"W 170.00'
N45°30'12"E 179.18'
N45°30'12"E 10.42'
N44°29'48"W 21.43'
N80°54'16"W 50.64'
N90°00'00"E 520.00'
N00°00'00"E 10.31'
N01°31'52"W 272.64'
N00°00'00"E 280.00'
N90°00'00"E 30.00'
N00°00'00"E 170.00'
N90°00'00"E 800.00'
N00°00'00"E 50.00'
N90°00'00"E 110.00'
N00°00'00"E 10.00'
N90°00'00"E 170.00'
N00°00'00"E 182.75'
N00°00'00"E 370.40'
N90°00'00"E 16.73'
N02°57'03"W 111.45'
N83°08'23"E 103.56'
S46°03'18"W 128.55'
456.27'
R=340.00' D=16°15'09" L=96.45'
R=170.00' D=03°57'03" L=11.72'
N25°32'22"W 131.13'
N63°06'30"E 16.05'
R=230.00' D=19°32'42" L=78.47'
N45°30'12"E 37.59'
R=510.00' D=29°57'03" L=26.27'
(R) N45°30'12"E
(R) N74°27'15"E
(R) N44°29'48"W
(R) S45°30'12"W
(R) S74°27'15"W
(R) N44°29'48"W
(R) N45°30'12"E
(R) N74°27'15"E
(R) S45°30'12

NORTH VISTA HIGHLANDS, FILING NO. 11

A RESUBDIVISION OF PARCEL G OF NORTH VISTA HIGHLANDS, FILING NO. 10
LOCATED IN THE NE 1/4 OF SECTION 7, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M.
IN THE COUNTY OF PUEBLO, STATE OF COLORADO


PARCEL "E"
292,556.640 SF
6.716 ACRES
DRAINAGE & DETENTION EASEMENT
(ALL OF PARCEL "E")
N00°00'00"E 182.75'
N90°00'00"E 170.00'
BLOCK 2
4,400 SF LOT 4
4,400 SF LOT 3
4,400 SF LOT 2
6,011 SF LOT 1
N90°00'00"E 21.65'
D=22°35'21" L=90.68'
D=22°35'21" L=178.62'
N22°35'21"W (R)
STATE PLANE COORDINATES
NORTHING 1605984.2501
EASTING 3259213.3381
520.00'
N45°30'12"E
N44°29'48"W
262.92'
432.92'
N35°21'14"W 60.00'
R=170.00' D=03°57'03" L=11.72'
N25°32'22"W 131.13'
N63°06'30"E 16.05'
R=340.00' D=16°15'09" L=96.45'
PARCEL "C"
10,831 SF OPEN SPACE
PARCEL "D"
25,176 SF
OPEN SPACE
PARCEL "H"
NORTH VISTA HIGHLANDS,
FILING NO. 10
EMPIRE DRIVE
N 00° 00' 00" E
348.49' (OVERALL)
N00°00'00"E 118.49'
N00°00'00"E 148.49'
N00°00'00"E 200.00'
N00°00'00"E 67.64'
N00°00'00"E 40.00'
N00°00'00"E 50.00'
N00°00'00"E 60.00'
N00°00'00"E 170.00'
N00°00'00"E 110.00'
N00°00'00"E 116.36'
N00°00'00"E 111.31'
N00°00'00"E 220.00'
N00°00'00"E 280.00'
N00°00'00"E 460.00'
N00°00'00"E 180.00'
N00°00'00"E 210.00'
N00°00'00"E 40.31'
N00°00'00"E 40.04'
N00°00'00"E 60.00'
N00°00'00"E 400.04'
N00°00'00"E 770.00'
N00°00'00"E 680.04'
N00°00'00"E 910.00'
N00°00'00"E 830.00'
N00°00'00"E 315.50'
N00°00'00"E 285.50'
N00°00'00"E 430.04'
N00°00'00"E 70.04'
N00°00'00"E 154.81'
N00°00'00"E 120.00'
N00°00'00"E 150.00'
N00°00'00"E 340.00'
N00°00'00"E 520.00'
N00°00'00"E 10.31'
TELLURIDE DRIVE
N 90° 00' 00" E
991.65' (OVERALL)
CASTOR DRIVE
N 90° 00' 00" E
GOLDFIELD DRIVE
N 90° 00' 00" E
BUTTE DRIVE
N 00° 00' 00" E
490.00' (OVERALL)
CRESTED
N 00° 00' 00" E
BLOCK 1
BLOCK 3
BLOCK 8
BLOCK 7
BLOCK 6
PARCEL "B"
66,689 SF
PARK
N90°00'00"E 800.00'
N90°00'00"E 110.00'
N00°00'00"E 50.00'
N90°00'00"E 21.65'
N90°00'00"E 10.00'
N90°00'00"E 110.00'
N00°00'00"E 50.00'
LOT 1 5,500 SF
LOT 2 5,500 SF
LOT 3 6,600 SF
LOT 4 5,500 SF
LOT 5 5,500 SF
LOT 6 5,500 SF
LOT 7 5,500 SF
LOT 8 5,500 SF
LOT 9 5,500 SF
LOT 10 5,500 SF
LOT 11 5,500 SF
LOT 12 5,500 SF
LOT 13 5,500 SF
LOT 14 5,500 SF
LOT 1 9,600 SF
LOT 2 5,500 SF
LOT 3 5,500 SF
LOT 4 5,500 SF
LOT 5 5,500 SF
LOT 6 5,500 SF
LOT 7 5,500 SF
LOT 8 5,500 SF
LOT 9 5,500 SF
LOT 10 5,500 SF
LOT 11 5,500 SF
LOT 28 8,000 SF
LOT 27 7,929 SF
LOT 26 8,812 SF
LOT 25 5,500 SF
LOT 24 5,500 SF
LOT 23 5,500 SF
LOT 22 5,500 SF
LOT 21 5,500 SF
LOT 20 5,500 SF
LOT 19 5,500 SF
LOT 18 5,500 SF
LOT 17 5,500 SF
LOT 16 5,500 SF
LOT 15 6,717 SF
LOT 14 5,511 SF
LOT 13 5,500 SF
LOT 12 5,500 SF
LOT 11 5,500 SF
LOT 10 5,500 SF
LOT 9 6,600 SF
LOT 8 6,600 SF
LOT 7 5,500 SF
LOT 6 5,500 SF
LOT 5 5,500 SF
LOT 4 5,500 SF
LOT 3 5,500 SF
LOT 2 5,659 SF
LOT 1 8,600 SF
LOT 1 6,600 SF
LOT 2 5,500 SF
LOT 18 5,500 SF
LOT 17 5,500 SF
LOT 16 5,500 SF
LOT 15 5,500 SF
LOT 14 5,500 SF
LOT 13 5,500 SF
LOT 12 5,500 SF
LOT 1 5,500 SF
LOT 2 5,500 SF
LOT 3 5,500 SF
LOT 1 6,281 SF
LOT 16 5,823 SF
LOT 17 5,500 SF
LOT 18 5,500 SF
LOT 19 5,500 SF
LOT 20
D=14°07'59" L=41.93'
D=08°11'56" L=24.33'
D=14°50'14" L=59.56'
D=13°01'29" L=45.46'
D=35°21'14" L=123.41'
D=35°21'14" L=104.90'
D=17°20'19" L=51.44'
D=14°03'53" L=41.73'
D=06°06'56" L=24.55'
D=10°59'15" L=44.11'
D=11°08'28" L=44.72'
D=11°28'42" L=46.08'
D=04°46'28" L=19.17'
D=04°46'28" L=28.33'
D=11°28'42" L=68.11'
D=21°54'27" L=87.94'
D=44°29'48" L=155.32'
D=44°29'48" L=132.02'
D=44°29'48" L=178.62'
R=230.00'
R=200.00'
R=170.00'
N45°30'12"E 37.29'
N45°30'12"E 29.18'
N44°29'48"W 110.00'
N45°30'12"E 179.18'
N45°30'12"E 168.76'
N45°30'12"E 50.00'
N45°30'12"E 10.42'
N80°54'16"W 50.64'
N44°29'48"W 21.43'
N90°00'00"E 340.00'
N90°00'00"E 520.00'
N71°12'27"E 46.97'
N82°44'54"E 50.40'
N71°06'10"W (R)
N28°14'38"W (R)
N39°43'20"W (R)
N17°20'19"W (R)
N20°28'56"W (R)
N31°24'12"W (R)
N22°19'55"W (R)
N22°19'55"W 176.25'
N22°19'55"W 48.20'
N22°19'55"W 48.20'
N22°19'55"W 48.20

NORTH VISTA HIGHLANDS, FILING NO. 11

A RESUBDIVISION OF PARCEL G OF NORTH VISTA HIGHLANDS, FILING NO. 10
LOCATED IN THE NE 1/4 OF SECTION 7, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M.
IN THE COUNTY OF PUEBLO, STATE OF COLORADO

NORTH VISTA HIGHLANDS
FILING NO. 10

PARCEL "F"

PARCEL "D"

STATE PLANE COORDINATES
NORTHING 1606107.8643
EASTING 3260469.8823

N90°00'00"E 800.00'

BLOCK 1

TELLURIDE DRIVE

BLOCK 3

BLOCK 4

BLOCK 5

BLOCK 2

BLOCK 8

BLOCK 7

BLOCK 6

CASTOR DRIVE

GOLDFIELD DRIVE

CRESTED BUTTE DRIVE

SILVER CLIFF DRIVE

PARCEL "B"
66,689 SF
PARK

PARCEL "A"
30,302 SF
OPEN SPACE

DRAINAGE EASEMENT
(ALL OF PARCEL "A")

STATE PLANE COORDINATES
NORTHING 1605559.6121
EASTING 3260651.4268

STATE PLANE COORDINATES
NORTHING 1605197.8643
EASTING 3260566.1547

NORTH VISTA HIGHLANDS FILING NO. 4 PARCEL "B" RECEPTION NO. 2257453

PARCEL "B" RECEPTION NO. 2257460

SCALE: 1" = 50'

0 25' 50' 100'

LEGEND

○	SET NO. 4 REBAR w/ YELLOW PLASTIC CAP, PLS 38485
▲	FOUND MONUMENT BOX
△	MONUMENT TO BE ESTABLISHED TO MEET CITY OF PUEBLO REQUIREMENTS
P.O.B.	POINT OF BEGINNING
P.U.E.	PUBLIC UTILITY EASEMENT
D.E.	DRAINAGE EASEMENT
S.S.E.	SANITARY SEWER EASEMENT
W.E.	WATER EASEMENT
SF	SQUARE FEET
(R)	RADIAL
(P)	PLAT
(M)	MEASURED
R.O.W.	RIGHT OF WAY

BASIS OF BEARINGS

EAST LINE OF THE NE 1/4 OF SECTION 8, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M.

TO BEAR N. 01°25'55" E.

PREPARED BY: NORTHSTAR ENGINEERING AND SURVEYING, INC.

SUPPLEMENTAL MAP OF:
NORTH VISTA HIGHLANDS, FILING NO. 11

A RESUBDIVISION OF PARCEL G OF NORTH VISTA HIGHLANDS, FILING NO. 10
LOCATED IN THE NE 1/4 OF SECTION 7, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M.
IN THE COUNTY OF PUEBLO, STATE OF COLORADO

SUBDIVIDER: NORTH VISTA PUEBLO LAND INVESTMENT LLC
A COLORADO LIMITED LIABILITY COMPANY

ENGINEERS AND SURVEYORS: NORTHSTAR ENGINEERING AND SURVEYING, INC.
111 E. 5TH STREET
PUEBLO, COLORADO

MAY 06, 2024

SHEET 1 OF 1

PREPARED UNDER THE DIRECT SUPERVISION OF
MICHAEL LELAND CUPPY, PROFESSIONAL LAND SURVEYOR
COLORADO REGISTRATION NO. 38485
FOR AND ON BEHALF OF NORTHSTAR ENGINEERING & SURVEYING, INC.

JN 1700930

BY: NORTHSTAR ENGINEERING AND SURVEYING, INC.

MADISON AVENUE
LAFAYETTE AVENUE
ORIENTAL AVENUE
NOT A PART
NOT A PART
ELEVATION 4,820 LEVEL LINE
NORTH VISTA HIGHLANDS FILING NO. 1
NORTH VISTA HIGHLANDS FILING NO. 2
NORTH VISTA HIGHLANDS FILING NO. 4
MOUNTAIN STATES TELEPHONE AND TELEGRAPH COMPANY RIGHT OF WAY EASEMENT (BOOK 1897 AT PAGE 171) 16.5' WIDE
BLACK HILLS COLORADO ELECTRIC UTILITY COMPANY GRANT RIGHT OF WAY-POWER EASEMENT (RECEPTION NO. 2053094) 20' WIDE
MOUNTAIN STATES TELEPHONE AND TELEGRAPH COMPANY RIGHT OF WAY EASEMENT (BOOK 2274 AT PAGE 779) 16.5' WIDE (BOOK 2278 AT PAGE 281) 16.5' WIDE
PARCEL "E"
PARCEL "D"
PARCEL "G"
PARCEL "H"
PARCEL "F"
PARCEL "C"
PARCEL "B"
PARCEL "A"
CITY PUD
BLOCK 1
BLOCK 2
BLOCK 3
BLOCK 4
BLOCK 5
BLOCK 6
BLOCK 7
BLOCK 8
EMPIRE DRIVE
TELLURIDE DRIVE
CASTOR DRIVE
GOLDFIELD DRIVE
CRESTED BUTTE DRIVE
SILVER CLIFF DRIVE
PARCEL "B" NORTH VISTA HIGHLANDS FILING NO. 4 RECEPTION NO. 2257458
PARCEL "B" RECEPTION NO. 2257460

VICINITY MAP
NOT TO SCALE

SCALE: 1" = 80'
0 40' 80' 160'

BENCHMARK:

E 1/4 CORNER OF SECTION 8, TOWNSHIP 20 SOUTH, RANGE 64 WEST, OF THE 6TH P.M.
NAVD 88 Elevation = 5003.56

NOTES:

1.) FOR CORRECT LOT INFORMATION REFER TO SUBDIVISION PLAT.

2.) LOCATION OF UNDERGROUND UTILITIES SHOWN HEREON PER ON-SITE UTILITY LOCATES AND UTILITY COMPANY RECORDS. ABOVE GROUND EVIDENCE OF UTILITIES SHOWN HEREON BY ACTUAL ON-SITE FIELD LOCATION COMPLETED ON (04-26-2024).

LEGEND

○	SET NO. 4 REBAR w/ YELLOW PLASTIC CAP, PLS 38485
▲	FOUND MONUMENT BOX
△	MONUMENT TO BE ESTABLISHED TO MEET CITY OF PUEBLO REQUIREMENTS
P.O.B.	POINT OF BEGINNING
P.U.E.	PUBLIC UTILITY EASEMENT
D.E.	DRAINAGE EASEMENT
S.S.E.	SANITARY SEWER EASEMENT
W.E.	WATER EASEMENT
SF	SQUARE FEET
(R)	RADIAL
(P)	PLAT
(M)	MEASURED
R.O.W.	RIGHT OF WAY
PUD A-1	CURRENT ZONING
	GUY WIRE
	POWER POLE
T	TELEPHONE PEDESTAL
WV	WATER VALVE
	GAS VALVE
S	SANITARY SEWER MANHOLE
ST	STORM SEWER MANHOLE
W	WATER MANHOLE
4830	EXISTING CONTOUR (5 FOOT)
4821	EXISTING CONTOUR (1 FOOT)
E	UNDERGROUND ELECTRIC LINE
FOL	FIBER OPTIC LINE
OHE	OVERHEAD POWER LINE
G 3" PED	GAS MAIN
SAN 8" PVC	SANITARY SEWER MAIN
STM 30" RCP	STORM SEWER MAIN
T	TELEPHONE LINE
W 12" PVC	WATER MAIN

MEMORANDUM

To: Planning and Zoning Commission

From: Subdivision Review Committee

Date: October 2, 2024

Subject: S-24-03 North Vista Highlands, Filing No. 11 Subdivision

---

S-24-02 North Vista Highlands, Filing No. 11: The Subdivision Review Committee recommends the Planning and Zoning Commission forward a recommendation that the requested Subdivision be **APPROVED** with the following noted:

Requests for Modifications to Requirements:	NorthStar Engineering submitted a request for modifications letter, May 6, 2024, Michael Cuppy, PE., PLS. requesting; however their request was to modify provisions of the PUD Development Guide, which is not applicable to subdivision, as allowed by Section 12-4-10 of the Pueblo Municipal Code.
Request for Deferred Filings	Request for Deferred Filings: The Subdivision Review Committee has no objection to the Request for Deferred Filings, SRC Memo, October 2, 2024.
Plat Deficiencies:	Not Applicable
Conditions of Approval: (Unless otherwise noted, all conditions of approval must be completed prior to the case being scheduled for City Council hearing.)	• Amend the Trail and Park Plan title to include the names of the Subdivisions that are included in the plan, similar to the following: • North Vista Filings, 10, 11, 12, and 13, Trail and Park Plan

TRAIL AND PARK EXHIBIT

LINEAL FEET OF 10' WIDE DG TRAIL:

REGIONAL TRAIL – 5,695 FEET
LOCAL TRAIL – 6,796 FEET
TOTAL TRAIL – 12,491 FEET

TRAIL AND OPEN SPACE PARCELS TO CONTAIN IMPROVED TRAILS AND LANDSCAPING, TO INCLUDE: IRRIGATED TREES, SHRUBS, GRASS, AND/OR NATIVE SEED. TO BE CONSTRUCTED IN 3RD AND 4TH PHASE OF CONSTRUCTION AND IN ACCORDANCE WITH THE LATEST NORTH VISTA MASTER PLAN PLANNED UNIT DEVELOPMENT DOCUMENT.

REGIONAL TRAIL

LOCAL TRAIL

HOME OF HEROES' PARKWAY

FOUNTAIN LAKE SUBSTATION
RECEPTION NO. 2067565
LOT L, BLOCK 1

N88°28'44"E (M)
883.24' (M)
S00°05'49"E (C)
N01°31'29"W (M)
=1995.79'
=033°23'33"
=118.17'

REGIONAL TRAIL

PARCEL "A"

LOCAL TRAIL

PARCEL "C"

PARCEL "D"

PARCEL "D", FILING 10
IMPROVED PARK

PARCEL "E"

PARCEL "B"

PARCEL "B", FILING 11 &
PARCEL "C", FILING 12
IMPROVED PARK

R=150.00'
D=229°55'01"
L=601.92'

R=790.00'
D=47°24'36"
L=653.99'

858.21'

S41°27'38"W

S86°38'57"W
206.15'

S46°03'18"W
128.55'

643.76'

S01°31'52"E

1963.08'
1957.84'

S89°32'10"W
797.83'

S89°30'31"W
2041.81'

SCALE: 1" = 120'
0 60' 120' 240'

August 23, 2024

The City Planning and Zoning Commission will hold a public hearing on a request from North Vista Pueblo Land Investment LLC for the approval of the following application:

S-24-03 North Vista Highlands Fil. 11 Subdivision: A subdivision of 29.63 acres into single-family residential lots, open space, parks, and future development parcels. Generally located west of North Vista Highlands Filing 7 subdivision and south of the future western extension of Home of Heroes Parkway

The Planning and Zoning Commission meeting will be held on **October 9th, 2024, at 3:30 p.m.** in City Council Chambers at 1 City Hall Place. The public meeting will be recorded and can be viewed via Zoom (*Meeting ID: 160 383 2441 Passcode: 911780*), but **no testimony will be heard virtually**.

You are welcome to attend this public hearing and express your viewpoint concerning this proposal. To review the proposed application, please visit www.pueblo.us/PandZ and click on "Most Recent Agenda" no sooner than the Friday prior to the hearing. **Please contact the planner listed below if you have questions**.

Scott Hobson, Acting Director
Planning & Community Development
By Mikaylin Hackley, Planner
(719) 553-2259

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Scott Hobson, Acting Director
Planning & Community Development
By Mikaylin Hackley, Planner
(719) 553-2259

CASE NUMBER: S-24-03

CERTIFICATION

I hereby certify that I did this day cause written notice of the public hearing on the proposed final plat of the property commonly known as North Vista Highlands Filing NO 11 to be sent to the attached list of owners of the real property lying within three hundred (300) feet of the said property on which the final plat 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.

September 24, 2024

(Date)

PUEBLO PLANNING & ZONING COMMISSION

By Cindy Capitta

Owner	OwnerStree	OwnerCity	OwnerStat	OwnerZip
NORTH VISTA PUEBLO LAND	3819 BROADVIEW PL	CASTLE ROCK	CO	80109-4507
COLALANCIA DONATO/COLALANCIA ANNA	1007 W ORMAN AVE	PUEBLO	CO	81004-1431
STARIKA STELLA/ STARIKA	13154 FABERGE PL	PALM BEACH GAR	FL	33418-5610
TOP LAND INVESTMENT LLC	4810 POLO CT	PUEBLO	CO	81001-1071

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: October 15, 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 NORTH VISTA HIGHLANDS, FILING NO. 12 SUBDIVISION

SUMMARY:

The applicant is requesting to subdivide 37.015-acres into single-family residential lots, open space, park, and future development parcels generally located north of Castor Drive and south of the future western extension of Home of Heroes Parkway.

PREVIOUS COUNCIL ACTION:

The applicant is concurrently requesting approval of the following subdivisions:
S-24-02 NVH Filing No.10, S-24-03 NVH Filing No.11, and S-24-05 NVH Filing No.13

BACKGROUND:

The subject property is located north of Castor Drive and south of the future western extension of Home of Heroes Parkway. The proposed subdivision divides the property into 124 single-family residential lots, three parcels reserved for drainage, open space, pedestrian, trail, landscape, and a park parcel. According to the PUD Development Guide all parcels will be owned, developed and maintained by the North Vista Highlands Metropolitan District, (Section 7, Parks and Open Space). Parcel A is dedicated for drainage, detention, and open space, and will be owned and maintained by the property owner. Parcels B and D are dedicated for drainage, pedestrian, trail, landscaping, and open space purposes. Parcel C is dedicated for a 1.53-acre park. The proposed single-family residential lots meet the minimum 3,600 sq. ft. minimum area. The lots vary in size between approximately 4,400 sq. ft. and 13,930 sq. ft., with varying lot widths. The North Vista PUD requires lot widths between 36-59 feet to have 20-foot front-yard setback, lots with widths between 60-75 feet wide are required to have a 25-foot front-yard setback; and lot widths greater than 75-feet to have a 30-foot setback. All proposed subdivided blocks include varying lot widths, which allow the setbacks to vary creating an irregular appearance from the street. The PUD Development Guide requires a 40-foot buffer between the North Vista development and the existing single-

family residences in the University Park and Walking Stick Vista Subdivisions. The North Vista PUD Development Guide includes extensive regulations and guidance for Park dedication to ensure that 7.5 acres of park is provided for each 1,000 residents. The PUD requires the subdivider to dedicate .0075 acres of land as District Park and .015 acres as Neighborhood Park with each residential subdivision (Sectio 7.7.2.3, North Vista Master Plan, Planned Unit development, First Amendment). The applicant is requesting to include 40-percent of the total area of Parcels B and D as park dedication. The proposed neighborhood park in Parcel C (1.53 acres), which will be developed with this subdivision, combined with the trail and open space parcels exceeds the required 1.58 acres of required park area

FINANCIAL IMPLICATIONS:

There are no financial implications for the City.

BOARD/COMMISSION RECOMMENDATION:

The Planning and Zoning Commission, at their October 9, 2024 Regular Meeting, voted 5-1 to recommend approval. Commissioner Avalos dissenting, Commissioner Maestri absent ..

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 site.

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-24-04 NVH 12 Complete Attachments

ORDINANCE NO.

AN ORDINANCE APPROVING THE NORTH VISTA HIGHLANDS, FILING NO. 12 SUBDIVISION

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

SECTION 1.

The final plat of the North Vista Highlands, Filing No.12 Subdivision, being a subdivision of land legally described as:

A portion of Parcels "O" and "Q", in North Vista Highlands, Filing No. 7, according to the recorded plat thereof as filed for record on October 26, 2023 at Reception No. 2326748 in the Pueblo County Records and being more particularly described as follows:

Considering the east line of the northeast ¼ of Section 8, Township 20 South, Range 64 West of the 6th Principal Meridian to bear N. 01°25'55" E. monumented on the south end with a found axle and the north end with a 2-½" aluminum cap stamped with PLS. No. 16128, and all bearings contained herein being relative thereto.

Beginning at the Center corner of Section 7, Township 20 South, Range 64 West of the 6th P.M., said point also being on the southern boundary of said Parcel "O", in North Vista Highlands, Filing No. 7; thence S89°32'10"W, a distance of 574.98 feet; thence N02°57'44"E, a distance of 113.88 feet; thence N35°07'44"E, a distance of 235.15 feet; thence N08°08'01"W, a distance of 41.63 feet; thence N43°59'53"E, a distance of 856.65 feet; thence S45°48'58"E, a distance of 212.92 feet; thence N45°30'12"E, a distance of 520.00 feet; thence S44°29'48"E, a distance of 432.92 feet; thence S35°21'14"E, a distance of 60.00 feet; thence along the arc of a curve to the right whose radius is 170.00 feet and whose center bears S35°21'14"E, a distance of 11.72 feet; thence S25°32'22"E, a distance of 131.13 feet; thence S63°06'30"W, a distance of 16.05 feet; thence along the arc of a curve to the left whose radius is 340.00 feet, a distance of 96.45 feet; thence S45°30'12"W, a distance of 179.18 feet; thence S44°29'48"E, a distance of 170.00 feet; thence N45°30'12"E, a distance of 10.42 feet; thence S44°29'48"E, a distance of 21.43 feet; thence S80°54'16"E, a distance of 50.64 feet; thence N90°00'00"E, a distance of 520.00 feet; thence N00°00'00"E, a distance of 10.31 feet; thence N90°00'00"E, a distance of 456.27 feet to a point on the western boundary of Parcel "B", in North Vista Highlands Filing No. 4 according to the plat thereof as filed for record on December 21, 2021 at Reception No. 2257458 in the Pueblo County Records; thence S01°31'52"E along the western boundary of said Parcel "B", a distance of 371.12 feet to a point on the east-west centerline of said Section 7; thence S89°30'31"W along said east-west centerline, a distance of 2041.81 feet to the Center corner of Section 7 and the Point of Beginning;

Containing 37.015 acres, more or less.

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-l0-l0l, 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 _____.

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

NORTH VISTA HIGHLANDS, FILING NO. 12

A RESUBDIVISION OF PARCEL H OF NORTH VISTA HIGHLANDS, FILING NO. 10
LOCATED IN THE N 1/2 OF SECTION 7, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M.
IN THE COUNTY OF PUEBLO, STATE OF COLORADO

– DEDICATION –

KNOW ALL MEN BY THESE PRESENTS: That NORTH VISTA PUEBLO LAND INVESTMENT, LLC, a Colorado Limited Liability Company being the sole owner of the following property:

A portion of Parcels "O" and "Q", in North Vista Highlands, Filing No. 7, according to the recorded plat thereof as filed for record on October 26, 2023 at Reception No. 2326748 in the Pueblo County Records and being more particularly described as follows:

Considering the east line of the northeast ¼ of Section 8, Township 20 South, Range 64 West of the 6th Principal Meridian to bear N. 01°25'55" E. monumented on the south end with a found axle and the north end with a 2–½" aluminum cap stamped with PLS. No. 16128, and all bearings contained herein being relative thereto.

Beginning at the Center corner of Section 7, Township 20 South, Range 64 West of the 6th P.M., said point also being on the southern boundary of said Parcel "O", in North Vista Highlands, Filing No. 7; thence S89°32'10"W, a distance of 574.98 feet; thence N02°57'44"E, a distance of 113.88 feet; thence N35°07'44"E, a distance of 235.15 feet; thence N08°08'01"W, a distance of 41.63 feet; thence N43°59'53"E, a distance of 856.65 feet; thence S45°48'58"E, a distance of 212.92 feet; thence N45°30'12"E, a distance of 520.00 feet; thence S44°29'48"E, a distance of 432.92 feet; thence S35°21'14"E, a distance of 60.00 feet; thence along the arc of a curve to the right whose radius is 170.00 feet and whose center bears S35°21'14"E, a distance of 11.72 feet; thence S25°32'22"E, a distance of 131.13 feet; thence S63°06'30"W, a distance of 16.05 feet; thence along the arc of a curve to the left whose radius is 340.00 feet, a distance of 96.45 feet; thence S45°30'12"W, a distance of 179.18 feet; thence S44°29'48"E, a distance of 170.00 feet; thence N45°30'12"E, a distance of 10.42 feet; thence S44°29'48"E, a distance of 21.43 feet; thence S80°54'16"E, a distance of 50.64 feet; thence N90°00'00"E, a distance of 520.00 feet; thence N00°00'00"E, a distance of 10.31 feet; thence N90°00'00"E, a distance of 456.27 feet to a point on the western boundary of Parcel "B", in North Vista Highlands Filing No. 4 according to the plat thereof as filed for record on December 21, 2021 at Reception No. 2257458 in the Pueblo County Records; thence S01°31'52"E along the western boundary of said Parcel "B", a distance of 371.12 feet to a point on the east–west centerline of said Section 7; thence S89°30'31"W along said east–west centerline, a distance of 2041.81 feet to the Center corner of Section 7 and the Point of Beginning;

Containing 37.015 acres, more or less

Have caused the aforegoing described property to be surveyed, platted and subdivided into lots, blocks, parcels, the same to be numbered, platted, subdivided, dimensioned as shown on the annexed plat, for the purpose of creating a subdivision to be known as NORTH VISTA HIGHLANDS, FILING NO. 12.

All of the streets, easements for drainage, detention, sidewalks, trail and all public utilities, shown hereon, are hereby dedicated to the public for perpetual use.

Parcel A is hereby reserved for drainage, detention and open space to be owned and maintained by the owner of said parcel subject to the terms and conditions of the Stormwater Facility Maintenance Agreement referenced hereon. Parcel A in its entirety, is hereby dedicated to the City as a drainage easement.

Parcels B & D are hereby reserved for drainage, pedestrian, trail, landscape, and open space to be owned and maintained by the owner of said parcel or any subsequent owner(s).

Parcel C is hereby reserved for park space to be owned and maintained by the owner of said parcel or any subsequent owner(s).

Drainage facilities located within drainage or detention easements shown hereon shall be installed, repaired, and maintained in good working order and condition by the owner(s) of the lots or parcels upon which the easements are located. The City of Pueblo is hereby granted the right but not the obligation in its discretion to maintain, repair, or replace the drainage facilities within such easements and to recover the costs thereof, plus administrative expenses from said owner(s). All drainage easements shall be further subject to the Stormwater Facility Maintenance Agreement dated _____ and filed contemporaneously with the annexed plat.

Streets, curbs & gutters, and sidewalks located within ingress/egress or access easements shown hereon shall be installed, repaired, and maintained in good working order and condition by the owners of all Lots within the subdivision, subject to the terms and conditions of the Declaration of Covenants referenced hereon.

All of the property shown on this plat is subject to the terms and conditions defined and described in the Declaration of Covenants, dated July 13, 2021, and recorded in the Pueblo County Records at Reception No. 2234574

IN WITNESS WHEREOF, David Resnick, the Manager of NORTH VISTA PUEBLO LAND INVESTMENT, LLC , a Colorado Limited Liability Company, sets his hand and seal this _____, day of _____, _____ A.D.:

NORTH VISTA PUEBLO LAND INVESTMENT, LLC
a Colorado Limited Liability Company

_____
David Resnick, Manager
NORTH VISTA PUEBLO LAND INVESTMENT, LLC

STATE OF _____)
)SS
COUNTY OF_____)

I,_____, a Notary Public in and for the County of _____, State of _____, do hereby certify that David Resnick, the Manager of NORTH VISTA PUEBLO LAND INVESTMENT, LLC, who is personally known to me to be the identical person who signed the aforegoing dedication, appeared before me this day in person and acknowledged the execution thereof to be his free and voluntary act for the uses and purposes therein set forth as the deed of said Company.

WITNESS my hand and notarial seal this _____, day of_____, _____ A.D.:

My Commission Expires:
Address:

_____ _____
Notary Public Date

The Owner executing this plat confirms that the property subject to this plat is also subject to the Declaration of Covenants, Conditions and Restrictions for North Vista Highlands recorded in the real property records of Pueblo County on February 14, 2019, at Reception No. 2130861, as amended and supplemented of record. The Owner affirms and ratifies the terms, covenants, conditions and restrictions of that Declaration, as amended and supplemented of record.

Consent to this Plat by Successor Founder

The undersigned, as Successor Founder (also sometimes known and referred to as the Founder) under the Declaration recorded in the real property records of Pueblo County on February 14, 2019, at Reception No. 2130861, as amended and supplemented of record, has the right to approve this plat, which right is exercised by the Successor Founder by signature below.

Jevin Investments, Inc., David Resnick, President

By:_____
David Resnick, President

STATE OF _____)
)SS
COUNTY OF_____)

Subscribed and sworn to before me by _____ , as President of Jevin Investments, Inc., on this _____ , day of _____ , 20____A.D.:

WITNESS my hand and notarial seal this _____ , day of _____ , 20 _____ A.D.:

My Commission Expires:
Address:

_____ _____
Notary Public Date

– SURVEYOR'S CERTIFICATION –

This is to certify that we have prepared the annexed plat and that it complies with the minimum standards for Land Survey Plats as set forth in Section 38–51–106 Et. Seq., C.R.S. 1994 (as amended). We have performed the accompanying survey and it was conducted by me or under my responsible charge. All lines and dimensions are correctly shown hereon to the best of my knowledge and belief.

Date: _____

NORTHSTAR ENGINEERING AND SURVEYING, INC.
111 E. 5th Street
Pueblo, CO 81003

By: _____
Michael Leland Cuppy,
Colorado Registered Professional
Land Surveyor No. 38485

For and on Behalf of
NorthStar Engineering and Surveying, Inc.

– IMPROVEMENT CERTIFICATION –

This is to certify that the Subdivider has complied with Alternate No. 4 of Section 12–4–7(J) (1) and with Section 12–4–5 (b), of the 1971 Code of Ordinances, City of Pueblo, County of Pueblo, State of Colorado.

_____ _____
Director of Public Works Date

– PLANNING COMMISSION CERTIFICATION –

This is to certify that this subdivision was approved by the Planning Commission of the City of Pueblo, County of Pueblo, State of Colorado.

_____ _____
Chairperson Planning Commission Date

– NOTICE –

NOTICE is hereby given that acceptance of this platted subdivision by the City of Pueblo, does not constitute an acceptance of the dedicated public roads, park, and other public improvements for maintenance by the City. Until such dedicated public roads and other parks and public improvements meet the requirements, standards, and specifications, of the City, its subdivision ordinance, and where appropriate, its Park's Department specifications, and such are specifically approved and accepted in writing by the City Director of Public Works and where applicable, the City Director of Parks and Recreation, the maintenance, construction and all other matters pertaining to or affecting said dedicated public roads, parks and other public improvements and rights–of–way are the sole responsibility of the Subdivider or any subsequent owner(s) of the land within this subdivision. City does not accept the private roads, easements and facilities dedicated hereon, nor shall the City be obligated to maintain, construct or repair such private roads, easements, and facilities.

– APPROVAL FOR RECORDING –

Approved by City Council of Pueblo, Colorado, by Ordinance No. _____.

This is to certify that the plat of NORTH VISTA HIGHLANDS, FILING NO. 12 has been approved for recording in the office of the Pueblo County Clerk and Recorder of Pueblo County, Colorado.

_____ _____
City Clerk Date

NORTH VISTA Planned PUD Units	
Planning Area 2:	625 Units Total
North Vista Highlands, Filing No. 10	(113) Units
North Vista Highlands, Filing No. 11	(105) Units
North Vista Highlands, Filing No. 12	(124) Units
Planning Area 2 balance:	283 Units Remaining

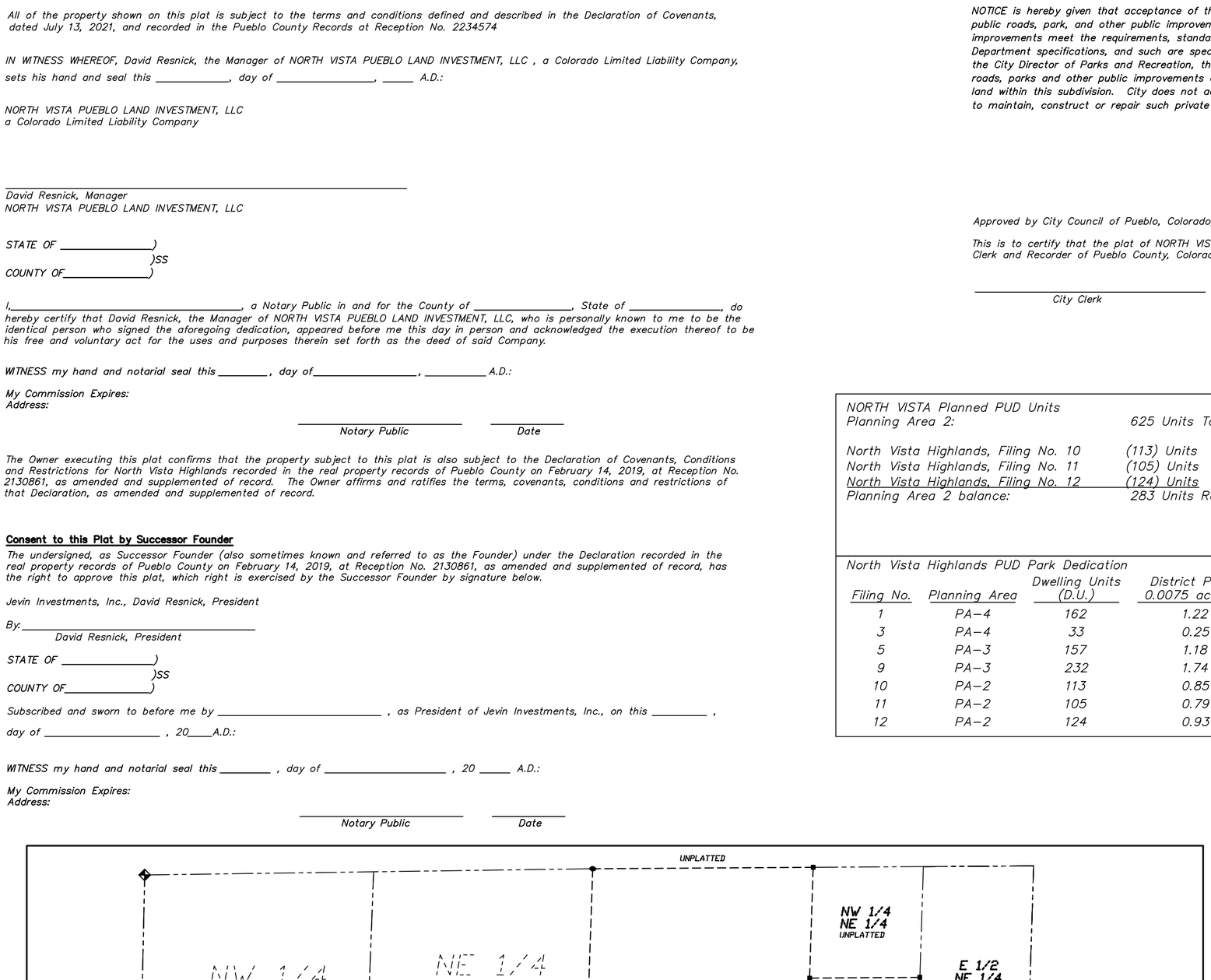
CURRENT NORTH VISTA PUD Park Dedication in Planning Area 2:

North Vista Highlands, Filing No. 12:
Neighborhood/Pocket Park Dedication
Parcels A and B (Open space with landscape and trail):
14.38 acres x 40% = 5.75 acres
Parcel C (park parcel): 0.17 acres

TOTAL PARK DEDICATION: 5.92 acres

North Vista Highlands PUD Park Dedication

Filing No.	Planning Area	Dwelling Units (D.U.)	District Park Req. 0.0075 ac per D.U.	Neighborhood Park Req. 0.015 ac per D.U.	District Park Ded.	Neighborhood Park Ded.	Open Space & Trails Ded.
1	PA–4	162	1.22 ac	2.44 ac	1.22 ac (PA–1)	4.46 ac	–
3	PA–4	33	0.25 ac	0.50 ac	0.25 ac (PA–7)	–	–
5	PA–3	157	1.18 ac	2.36 ac	1.18 ac (PA–1)	3.50 ac	3.86 ac
9	PA–3	232	1.74 ac	3.48 ac	1.74 ac (PA–1)	0.83 ac	–
10	PA–2	113	0.85 ac	1.70 ac	0.85 ac (PA–1)	1.73 ac	0.65 ac
11	PA–2	105	0.79 ac	1.58 ac	0.79 ac (PA–1)	1.53 ac	3.30 ac
12	PA–2	124	0.93 ac	1.86 ac	0.93 ac (PA–1)	0.17 ac	5.75 ac



MONUMENTATION MAP
NOT TO SCALE

LEGEND:

- FOUND 2 1/2" DIAMETER ALUMINUM CAP, PLS 16128
- FOUND 3 1/4" DIAMETER ALUMINUM CAP WITH NO. 6 REBAR, PLS 38485
- FOUND NO. 4 REBAR WITH YELLOW PLASTIC CAP, PLS 12933
- FOUND 3 1/4" DIAMETER ALUMINUM CAP WITH NO. 6 REBAR, PLS 12933
- FOUND 2" DIA. STEEL PIPE FILLED WITH CONCRETE, WITH TAG WASHER
- FOUND NO. 4 REBAR WITH PLASTIC CAP, PLS 12697
- FOUND AXLE WITH WASHER TAG, PLS 12933
- FOUND NO. 4 REBAR WITH PLASTIC CAP, PLS 30107
- FOUND NAIL WITH WASHER, PLS 12933
- SET NO. 4 REBAR WITH YYELLOW PLASTIC CAP, PLS 38485
- MONUMENT TO BE ESTABLISHED TO MEET CITY OF PUEBLO REQUIREMENTS

R.O.W. RIGHT–OF–WAY
(R) RADIAL
(D) DEED
(M) MEASURED
(P) PLAT

BASIS OF BEARINGS:

EAST LINE OF THE NE 1/4 OF SECTION 8, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M.
TO BEAR N. 01°25'55" E.

PREPARED BY: NORTHSTAR ENGINEERING AND SURVEYING, INC.

NORTH VISTA HIGHLANDS, FILING NO. 12

A RESUBDIVISION OF PARCEL H OF NORTH VISTA HIGHLANDS, FILING NO. 10
LOCATED IN THE N 1/2 OF SECTION 7, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M.
IN THE COUNTY OF PUEBLO, STATE OF COLORADO

JN 1700930

PARCEL "J"
NORTH VISTA HIGHLANDS
FILING NO. 7

PARCEL "I"
NORTH VISTA HIGHLANDS
FILING NO. 7

PARCEL "K"
NORTH VISTA HIGHLANDS
FILING NO. 7

PARCEL "L"
NORTH VISTA HIGHLANDS
FILING NO. 7

PARCEL "N"
NORTH VISTA HIGHLANDS
FILING NO. 7

PARCEL "O"
NORTH VISTA HIGHLANDS
FILING NO. 7

PARCEL "P"
NORTH VISTA HIGHLANDS
FILING NO. 7

PARCEL "Q"
NORTH VISTA HIGHLANDS
FILING NO. 7

PARCEL "R"
NORTH VISTA HIGHLANDS
FILING NO. 4
RECEPTION NO. 2257460
RECEPTION NO. 2257468

MADISON AVENUE

ORIENTAL AVENUE

FLEMING FAIRVIEW LAKE SUBDIVISION
NOT A PART

WEBSTER COURT

LAFAYETTE AVENUE

PARCEL "T" NORTH VISTA HIGHLANDS FILING NO. 7

JERRY MURPHY ROAD

DIVERSION ROAD

STATE PLANE COORDINATES
NORTHING 1605984.2501
EASTING 3259213.3381

S44°29'48"E 520.00'

N45°30'12"E

S45°48'58"E 212.92'

856.65'

N43°59'53"E

PARCEL "D"
432.92'

S35°21'14"E (R) 60.00'
R=170.00'
D=035°57'03"
L=11.72'

S25°32'22"E 131.13'

S63°06'30"W 16.05'
R=340.00'
D=1615'09"
L=96.45'

S45°30'12"W 179.18'

S44°29'48"E 1700.00'

N45°30'12"E 10.42'
S44°29'48"E 21.43'
S80°54'16"E 50.64'

N90°00'00"E 520.00'

N00°00'00"E 10.31'

N90°00'00"E 456.27'

371.12'

S01°31'52"E

STATE PLANE COORDINATES
NORTHING 1605197.8643
EASTING 3260566.1547

STATE PLANE COORDINATES
NORTHING 1604826.8685
EASTING 3260576.0708

MOUNTAIN STATES TELEPHONE AND TELEGRAPH COMPANY RIGHT OF WAY EASEMENT (BOOK 2274 AT PAGE 779) 16.5' WIDE (BOOK 2278 AT PAGE 281) 16.5' WIDE

BLACK HILLS/COLORADO ELECTRIC UTILITY COMPANY— GRANT RIGHT OF WAY— POWER EASEMENT (RECEPTION NO. 2053094) 20' WIDE

N08°08'01"W 41.63'

N35°07'44"E 235.15'

N02°57'44"E 113.88'

PARCEL "A"
DRAINAGE DETENTION/OPEN SPACE

PARCEL "B"
OPEN SPACE

PARCEL "C"
PARK

PARCEL "E"
OPEN SPACE

BLOCK 1
BLOCK 2
BLOCK 3
BLOCK 4
BLOCK 5
BLOCK 6
BLOCK 7

TELLURIDE DRIVE
CHATTANOOGA DRIVE
CASTOR DRIVE
GOLDFIELD DRIVE
STUNNER DRIVE
CRESTED BUTTE DRIVE
SILVER CLIFF DRIVE

DRAINAGE & DETENTION EASEMENT (ALL OF PARCEL "A")

DRAINAGE EASEMENT (ALL OF PARCEL "B")

10' P.U.E. RECEPTION NO. 2240303
S89°32'10"W 574.98'

10' P.U.E. RECEPTION NO. 2240303
S89°30'31"W 2041.81'

10' P.U.E. RECEPTION NO. 2159276

CENTER CORNER SECTION 7

P.O.B.

STATE PLANE COORDINATES
NORTHING 1604804.6984
EASTING 3257959.3776

UNPLATTED

UNIVERSITY PARK SUBDIVISION
18TH FILING

UNIVERSITY HILLS SUBDIVISION,
FILING NO. 1

SCALE: 1" = 100'
0 50' 100' 200'

LEGEND

○	SET NO. 4 REBAR w/ YELLOW PLASTIC CAP, PLS 38485	(R)	RADIAL
▲	FOUND MONUMENT BOX	(P)	PLAT
△	MONUMENT TO BE ESTABLISHED TO MEET CITY OF PUEBLO REQUIREMENTS	(M)	MEASURED
P.O.B.	POINT OF BEGINNING	R.O.W.	RIGHT OF WAY
P.U.E.	PUBLIC UTILITY EASEMENT		
D.E.	DRAINAGE EASEMENT		
S.S.E.	SANITARY SEWER EASEMENT		
W.E.	WATER EASEMENT		
SF	SQUARE FEET		

BASIS OF BEARINGS

EAST LINE OF THE NE 1/4 OF SECTION 8, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M.

TO BEAR N. 01°25'55" E.

PREPARED BY: NORTHSTAR ENGINEERING AND SURVEYING, INC.

NORTH VISTA HIGHLANDS, FILING NO. 12

A RESUBDIVISION OF PARCEL H OF NORTH VISTA HIGHLANDS, FILING NO. 10
LOCATED IN THE N 1/2 OF SECTION 7, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M.
IN THE COUNTY OF PUEBLO, STATE OF COLORADO

SCALE: 1" = 50'

0 25' 50' 100'

LEGEND

○	SET NO. 4 REBAR w/ YELLOW PLASTIC CAP, PLS 38485
▲	FOUND MONUMENT BOX
◬	MONUMENT TO BE ESTABLISHED TO MEET CITY OF PUEBLO REQUIREMENTS
P.O.B.	POINT OF BEGINNING
P.U.E.	PUBLIC UTILITY EASEMENT
D.E.	DRAINAGE EASEMENT
S.S.E.	SANITARY SEWER EASEMENT
W.E.	WATER EASEMENT
SF	SQUARE FEET
(R)	RADIAL
(P)	PLAT
(M)	MEASURED
R.O.W.	RIGHT OF WAY

BASIS OF BEARINGS

EAST LINE OF THE NE 1/4 OF SECTION 8, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M.

TO BEAR N. 01°25'55" E.

PARCEL "L" NORTH VISTA HIGHLANDS FILING NO. 7

PARCEL "N" NORTH VISTA HIGHLANDS FILING NO. 7

N45°48'58"W 212.92'

856.65'

N43°59'53"E

N08°08'01"W 41.63'

235.15'

N35°07'44"E

N02°57'44"E 114.03'

S89°32'10"W 574.98'

STATE PLANE COORDINATES
NORTHING 1604804.6984
EASTING 3257959.3776

10' P.U.E. RECEPTION NO. 2240303

10' P.U.E. RECEPTION NO. 2240303

BLACK HILLS/COLORADO ELECTRIC UTILITY COMPANY GRANT RIGHT OF WAY--POWER EASEMENT (RECEPTION NO. 2053094) 20' WIDE

MOUNTAIN STATES TELEPHONE AND TELEGRAPH COMPANY RIGHT OF WAY EASEMENT
16.5' WIDE (BOOK 2274 AT PAGE 779)
16.5' WIDE (BOOK 2278 AT PAGE 281)

CENTER CORNER SECTION 7

PARCEL "A"

DRAINAGE & DETENTION EASEMENT (ALL OF PARCEL "A")

PARCEL "A"
DRAINAGE DETENTION/OPEN SPACE
474,909 SF

PARCEL "B"

UNIVERSITY PARK SUBDIVISION 18TH FILING

EASTVIEW

TELLURIDE DRIVE

CHATTANOOGA DRIVE

CASTOR DRIVE

GOLDFIELD DRIVE

BLOCK 1

BLOCK 2

BLOCK 3

SHEET 3 OF 4

JN 1700930

PREPARED BY: NORTHSTAR ENGINEERING AND SURVEYING, INC.

NORTH VISTA HIGHLANDS, FILING NO. 12

A RESUBDIVISION OF PARCEL H OF NORTH VISTA HIGHLANDS, FILING NO. 10
LOCATED IN THE N 1/2 OF SECTION 7, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M.
IN THE COUNTY OF PUEBLO, STATE OF COLORADO

JN 1700930

PREPARED BY: NORTHSTAR ENGINEERING AND SURVEYING, INC.

PARCEL "D"
RECEPTION NO. 2257460
PARCEL "B"
RECEPTION NO. 2257458

PARCEL "O"
NORTH VISTA HIGHLANDS,
FILING NO. 7

PARCEL "P"
NORTH VISTA HIGHLANDS,
FILING NO. 7

PARCEL "Q"
NORTH VISTA HIGHLANDS,
FILING NO. 7

STATE PLANE COORDINATES
NORTHING 1605984.2501
EASTING 3259213.3381

STATE PLANE COORDINATES
NORTHING 1605197.8643
EASTING 3260566.1547

STATE PLANE COORDINATES
NORTHING 1604826.8685
EASTING 3260576.0705

N44°29'48"W 432.92'

N45°30'12"E 520.00'

N44°29'48"W 212.92'

N45°30'12"E 179.18'

N44°29'48"W 170.00'

N45°30'12"E 10.42'

N44°29'48"W 21.43'

N80°54'16"W 50.64'

N35°21'14"W 60.00'

R=170.00'
D=03°57'03"
L=11.72'

N25°32'22"W 131.13'

N63°06'30"E 16.05'

R=340.00'
D=16°15'09"
L=96.45'

N00°00'00"E 10.31'

N90°00'00"E 456.27'

N90°00'00"E 520.00'

N90°00'00"E 385.70' (OVERALL)

N90°00'00"E 599.09' (OVERALL)

N90°00'00"E 1000.35' (OVERALL)

N90°00'00"E 1001.15'

N90°00'00"E 1002.27'

N90°00'00"E 480.06'

N90°00'00"E 510.06'

N90°00'00"E 206.13'

N90°00'00"E 270.31'

N90°00'00"E 240.62'

N90°00'00"E 458.20'

N90°00'00"E 1523.61'

N90°00'00"E 2041.81'

S89°30'31"W

N01°31'52"W 371.12'

N01°31'52"W 180.75'

254.44' (OVERALL)

202.60'

BLOCK 1 (8 LOTS)
BLOCK 2 (23 LOTS)
BLOCK 3 (13 LOTS)
BLOCK 4 (10 LOTS)
BLOCK 5 (4 LOTS)
BLOCK 6 (26 LOTS)
BLOCK 7 (4 LOTS)

TELLURIDE DRIVE
CHATTANOOGA DRIVE
CASTOR DRIVE
GOLDFIELD DRIVE
STUNNER DRIVE
CRESTED BUTTE DRIVE
SILVERCLIFF DRIVE

PARCEL "C"
7,324 SF
PARK

PARCEL "B"
140,917 SF
OPEN SPACE

PARCEL "D"
OPEN SPACE

DRAINAGE EASEMENT (ALL OF PARCEL "O")

DRAINAGE EASEMENT (ALL OF PARCEL "B")

10' P.U.E. RECEPTION NO. 2240303

10' P.U.E. RECEPTION NO. 2159276

UNIVERSITY PARK SUBDIVISION
18TH FILING

UNIVERSITY HILLS SUBDIVISION,
FILING NO. 1

LEGEND

○	SET NO. 4 REBAR w/ YELLOW PLASTIC CAP, PLS 38485	(R)	RADIAL
▲	FOUND MONUMENT BOX	(P)	PLAT
△	MONUMENT TO BE ESTABLISHED TO MEET CITY OF PUEBLO REQUIREMENTS	(M)	MEASURED
P.O.B.	POINT OF BEGINNING	R.O.W.	RIGHT OF WAY
P.U.E.	PUBLIC UTILITY EASEMENT		
D.E.	DRAINAGE EASEMENT		
S.S.E.	SANITARY SEWER EASEMENT		
W.E.	WATER EASEMENT		
SF	SQUARE FEET		

BASIS OF BEARINGS

EAST LINE OF THE NE 1/4 OF SECTION 8, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M.

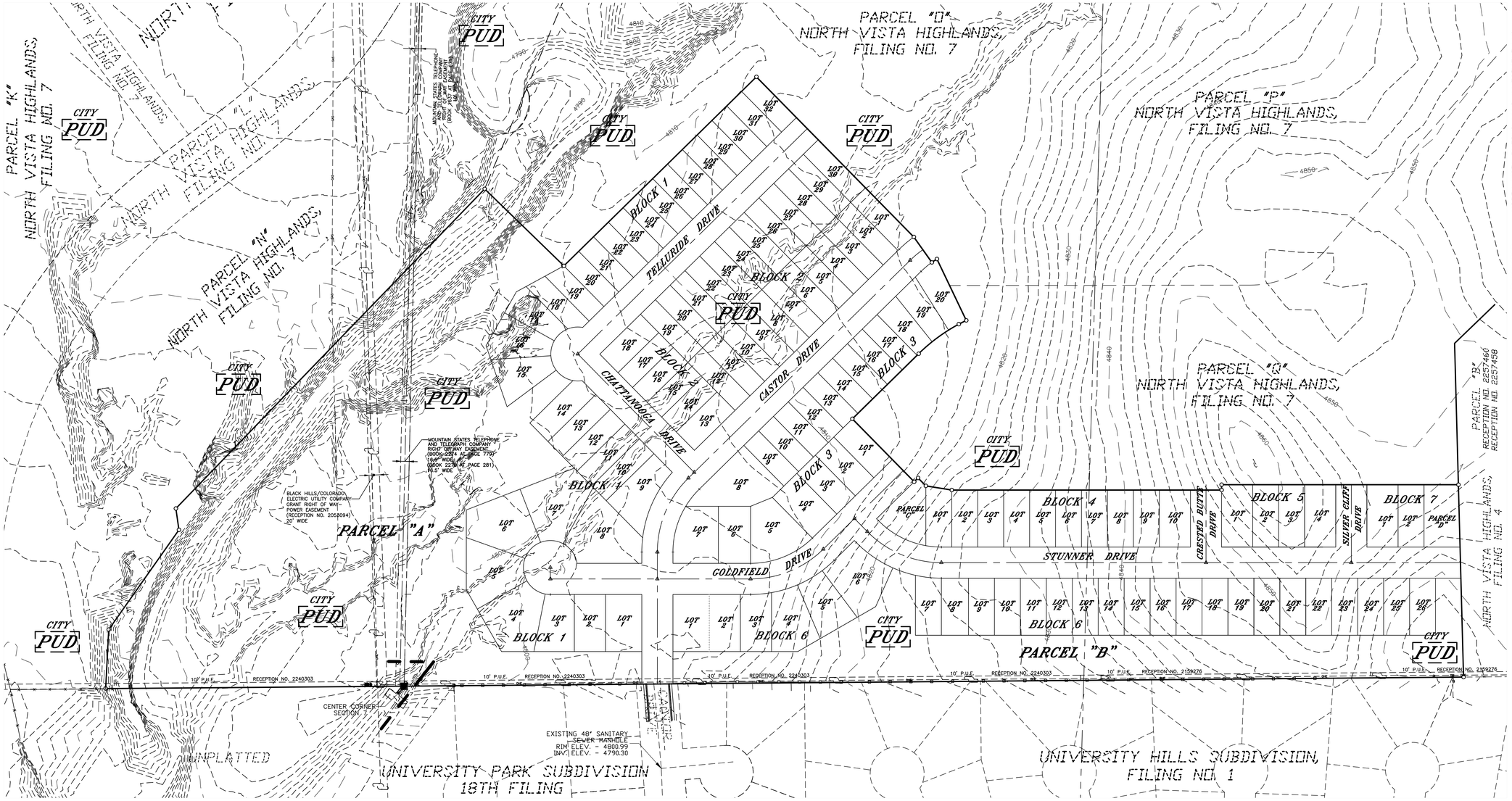
TO BEAR N. 01°25'55" E.

SCALE: 1" = 50'

0 25' 50' 100'

SUPPLEMENTAL MAP OF:
NORTH VISTA HIGHLANDS, FILING NO. 12

A RESUBDIVISION OF PARCEL H OF NORTH VISTA HIGHLANDS, FILING NO. 10
LOCATED IN THE N 1/2 OF SECTION 7, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M.
IN THE COUNTY OF PUEBLO, STATE OF COLORADO



SCALE: 1" = 100'
0 50' 100' 200'

BENCHMARK:

E 1/4 CORNER OF SECTION 8, TOWNSHIP 20 SOUTH, RANGE 64 WEST, OF THE 6TH P.M.
NAVD 88 Elevation = 5003.56

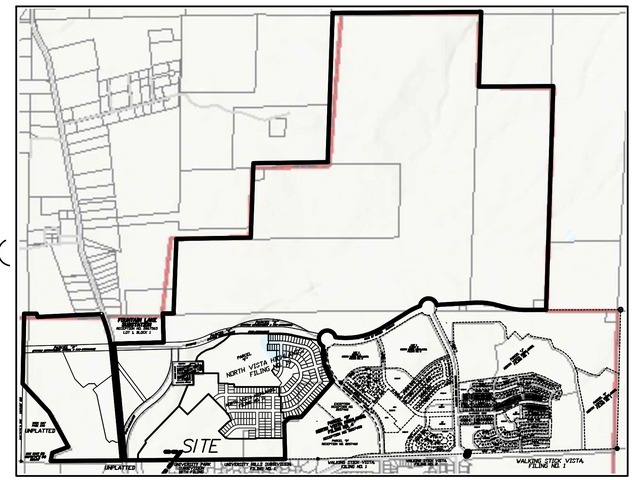
NOTES:

1.) FOR CORRECT LOT INFORMATION REFER TO SUBDIVISION PLAT.

2.) LOCATION OF UNDERGROUND UTILITIES SHOWN HEREON PER ON-SITE UTILITY LOCATES AND UTILITY COMPANY RECORDS. ABOVE GROUND EVIDENCE OF UTILITIES SHOWN HEREON BY ACTUAL ON-SITE FIELD LOCATION COMPLETED ON (04-26-2024).

LEGEND

○	SET NO. 4 REBAR w/ YELLOW PLASTIC CAP, PLS 38485
▲	FOUND MONUMENT BOX
△	MONUMENT TO BE ESTABLISHED TO MEET CITY OF PUEBLO REQUIREMENTS
P.O.B.	POINT OF BEGINNING
P.U.E.	PUBLIC UTILITY EASEMENT
D.E.	DRAINAGE EASEMENT
S.S.E.	SANITARY SEWER EASEMENT
W.E.	WATER EASEMENT
SF	SQUARE FEET
(R)	RADIAL
(P)	PLAT
(M)	MEASURED
R.O.W.	RIGHT OF WAY
PUD A-1	CURRENT ZONING
	GUY WIRE
	POWER POLE
T	TELEPHONE PEDESTAL
WV	WATER VALVE
	GAS VALVE
S	SANITARY SEWER MANHOLE
ST	STORM SEWER MANHOLE
W	WATER MANHOLE
4820	EXISTING CONTOUR (5 FOOT)
4811	EXISTING CONTOUR (1 FOOT)
-E-	UNDERGROUND ELECTRIC LINE
-FOL-	FIBER OPTIC LINE
-OHE-	OVERHEAD POWER LINE
-G- 3" PED	GAS MAIN
-SAN- 8" PVC	SANITARY SEWER MAIN
-STM- 39" RCP	STORM SEWER MAIN
-T-	TELEPHONE LINE
-W- 12" PVC	WATER MAIN



VICINITY MAP
NOT TO SCALE

SUBDIVIDER: NORTH VISTA PUEBLO LAND INVESTMENT LLC
A COLORADO LIMITED LIABILITY COMPANY

ENGINEERS AND SURVEYORS: NORTHSTAR ENGINEERING AND SURVEYING, INC.
111 E. 5TH STREET
PUEBLO, COLORADO

MAY 06, 2024

SHEET 1 OF 1

PREPARED UNDER THE DIRECT SUPERVISION OF
MICHAEL LELAND CUPPY, PROFESSIONAL LAND SURVEYOR
COLORADO REGISTRATION NO. 38485
FOR AND ON BEHALF OF NORTHSTAR ENGINEERING & SURVEYING, INC.

JN 1700930

PREPARED BY: NORTHSTAR ENGINEERING AND SURVEYING, INC.

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Regina Maestri
City Council Representative

city of PUEBLO colorado
Planning & Zoning Commission

Christopher Pasternak
Alexandra Aznar
Elizabeth Bailey
Cheryl Spinuzzi

MINUTES OF REGULAR MEETING

City of Pueblo, Colorado
Wednesday October 9, 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, Chris Pasternak, Cheryl Spinuzzi.

Commissioners Absent: Regina Maestri

Staff Members Present: David Wyatt, Assistant City Attorney, Beritt Odom, Principal Planner, Wade Broadhead, Senior Planner, Cindy Capritta, Land Use Tech. Andrew Hayes, Director of Public Works, Melanie Turner, Traffic Engineer, Joe Martellaro, Associate Engineer II, and Noah Stamm, Drainage Engineer.

Staff Members Absent: Scott Hobson, Acting Director of Planning and Community Development.

Approval of the Agenda: Bailey motioned to move Z-22-10 and S-23-07 to the November 13, 2024, meeting approve the agenda as amended, seconded by Avalos,

Motion Passed: 6-0

Public Meeting Agenda:

Public Hearings:

6. S-24-04 Subdivision: North Vista Highlands Filing No 12, a subdivision of 37.015-acres into single-family residential lots, open space, park, and drainage parcels. Generally located west of Cedarweed Blvd. and south of the future western extension of Home of Heroes Parkway. Staff report by Beritt Odom, Principal Planner.

Hearing: Applicants Michael Cuppy, North Star Engineering and Surveying and David Resnick, North Vista Pueblo Land Investment, LLC were sworn in and spoke in support of the application. Being sworn in and speaking in opposition were Thomas Wrona, Harvey Wade, Jacqueline Helzer, John Roth, Jeffrey Tranel, Susan Musso Neugebauer, Scott Epstein, and John Millca, Andrew Hayes, Director of Public Works and Melanie Turner, Traffic Engineer provided information and answered questions.

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

Motion Passed: 5-1 (Avalos)

city of PUEBLO colorado

DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

TO: Beritt Odom, Principal Planner

CC: Michelle Cruz, Administrative Technician
Subdivision File

FROM: Joe Martellaro, Associate Engineer II

SUBJECT: S-24-02 North Vista Highlands, Filing No. 10
S-24-03 North Vista Highlands, Filing No. 11
S-24-04 North Vista Highlands, Filing No. 12
S-24-05 North Vista Highlands, Filing No. 13

DATE: October 2, 2024

Please place the above referenced submittals on the City Council Agenda.

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Regina Maestri
City Council Representative

city of PUEBLO colorado
Planning & Zoning Commission

Christopher Pasternak

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

S-24-04

TO:	City of Pueblo, Planning and Zoning Commission
FROM:	Beritt Odom, Principal Planner
THROUGH:	Scott Hobson, Acting Director of Planning and Community Development
DATE:	October 9, 2024
SUBJECT:	North Vista Highlands, Filing No. 12
APPLICANT:	Michael Cuppy, NorthStar Engineering and Surveying
PROPERTY OWNER:	David Resnick, North Vista Pueblo Land Investment, LLC
LOCATION:	Generally located west of Cedarweed Blvd. and south of the future western extension of Home of Heroes Parkway.
EXISTING ZONE:	PUD, North Vista
CONCURRENT REQUESTS:	S-24-03, North Vista Highlands, Filing No. 10 S-24-04, North Vista Highlands, Filing No. 12 S-24-05 North Vista Highlands, Filing No. 13

REQUEST:
The applicant is requesting to subdivide 37.015-acres into single-family residential lots, open space, and park parcels.

STAFF REVIEW AND FINDINGS:

The subject property is located west of the proposed North Vista Highlands, Filing No. 11, Subdivision. The proposed subdivision is a re-subdivision of Parcel H, North Vista Highlands, Filing No. 10 and divides the property into 124 single-family residential lots, four parcels reserved for park, pedestrian, trail, landscape, drainage, and open space. According to the PUD Development Guide all parcels will be owned, developed and maintained by the North Vista Highlands Metropolitan District, (Section 7, Parks and Open Space). Parcel A is reserved for drainage, detention, and open space, to be maintained by the owner of the parcel. Parcels B and D are reserved for drainage, pedestrian, trail, landscape, and open space to be owned and maintained by the owner. Parcel C is dedicated as park and is the southern extension of NVH 11, Parcel B, which is also dedicated for park purposes. The applicant wishes to include 40-percent of the total area of Parcels A and B as park dedication. The PUD allows for 40-percent dedication of improved arroyos to count towards the required park dedication, Section 7.7.3.4. The PUD Development Guide does not address landscaped trails and their relationship with the required park dedication. Staff does not oppose 40-percent of the parcel area being counted towards parks; however, there is nothing that expressly allows or prevents them from counting open space with trails and landscaping as parks. The Planning Department is requiring a trail plan to be submitted with Part I of the subdivision filing, that shows the general location of the trail improvements, irrigated trees and/or shrubs, and native seed areas; and a statement that the open space landscaping and trail improvements will be constructed prior to the 50th Certificate of Occupancy within the related development phase and or subdivision filing.

Parcel C, which is 7,324 sq. ft., is dedicated as park area and is located within the eastern portion of the subdivision and is the southern extension of the larger park Parcel B, 66,689 sq. ft. located within the NVH Filing, 11 Subdivision. According to the PUD Development Guide, the park is to be developed, owned and maintained by the Metropolitan District. The Trail and Park Plan, indicate that Park Parcel C will have a trail running north and south through the park, providing pedestrian connections between the northern portion of the subdivision to the southern portion and to North Vista Highlands, Filing No. 11. Parcel C will be developed with a north/south trail that connects to the Parcel B trail and the regional east/west trail that will be located within the 40-foot buffer between North Vista Highlands and the University Hills Subdivision, Filing No. 1 and University Park Subdivision, 18th Filing.

The proposed single-family residential lots meet the 3,600 sq. ft. minimum area. The lots vary in size between approximately 4,400 sq. ft. and 13,930 sq. ft., with varying lot widths. The North Vista PUD requires lot widths between 36-59 feet to have 20-foot front-yard setback, lots with widths between 60-75 feet wide are required to have a 25-foot front-yard setback; and lot widths greater than 75-feet to have a 30-foot setback. All proposed subdivided blocks include varying lot widths, which allow the setbacks to vary creating an irregular appearance from the street. The PUD Development Guide requires a 40-foot buffer between the North Vista development and the existing single-family residences in the University Park and Walking Stick Vista Subdivisions. The proposed Parcel B, which is dedicated as open space and has a planned east/west regional trail, will provide the required buffer between the North Vista Highlands development and the adjacent University Park and Walking Stick Vista Subdivisions.

The North Vista PUD Development Guide includes extensive regulations and guidance for Park dedication to ensure that 7.5 acres of park is provided for each 1,000 residents. The PUD requires the subdivider to dedicate .0075 acres of land as District Park and .015 acres as Neighborhood Park with each residential subdivision (Section 7.7.2.3, North Vista Master Plan, Planned Unit development, First Amendment). The PUD identifies Planning Areas 1, 5, and 7 as the locations for future District Park development and requires the subdivider "to clearly indicate on each plat the number of acres for each site and the total acreage proposed for each park or open space dedication within the project" (Section 7.7.3.1 North Vista Master Plan, Planned Unit development, First Amendment). North Vista Highlands, Filing No. 12 will dedicate .93 acres of District Park in Planning Area 1. The North Vista PUD does not state when the District Parks must be subdivided and developed, which carries inherent uncertainty. The proposed neighborhood park in Parcel C (.17 acres), which will be developed with this subdivision, combined with the trail and open space parcels (5.75 acres) exceeds the required 1.86 acres of required park area.

APPLICABLE REGULATIONS:

Sec. 17-4-1 through 6 of the Pueblo Municipal Code (PMC) concerning zone district 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.

ANALYSIS:

The proposed Subdivision conforms with the applicable Municipal Codes.

RECOMMENDED MOTION: The Subdivision Review Committee recommends the Planning and Zoning Commission forward a recommendation the requested Subdivision be **APPROVED** with the following noted:

Requests for Modifications to Requirements:	NorthStar Engineering submitted a request for modifications letter, May 6, 2024, Michael Cuppy, PE., PLS. requesting; however their request was to modify provisions of the PUD Development Guide,

	which is not applicable to subdivision, as allowed by Section 12-4-10 of the Pueblo Municipal Code.
Request for Deferred Filings	Request for Deferred Filings: The Subdivision Review Committee has no objection to the Request for Deferred Filings, SRC Memo, October 2, 2024.
Plat Deficiencies:	Not Applicable
Conditions of Approval: (Unless otherwise noted, all conditions of approval must be completed prior to the case being scheduled for City Council hearing.)	• Amend the Trail and Park Plan title to include the names of the Subdivisions that are included in the plan, similar to the following: • North Vista Filings, 10, 11, 12, and 13, Trail and Park Plan

PLANNING AND COMMUNITY DEVELOPMENT COMMENTS

CHARACTER AND COMPATIBILITY:

- **Site Character:**
  The subject property is unimproved.

- **Neighborhood Compatibility:**

North	North Vista Highlands, Filing No. 11 Subdivision, unimproved single-family residential
East	North Vista Highlands, Filing No. 4, unimproved single-family residential.
South	University Hills Subdivision, Filings No.1 and 18. Developed with single-family residences.
West	North Vista PUD, unimproved North Vista Highlands, Filing No. 7 and the proposed North Vista Highlands, Filing No. 10.

- **Comprehensive Plan Compliance:**
  The project site is designated by the Pueblo Regional Comprehensive Plan as "Suburban Neighborhood." Suburban Neighborhoods are predominantly single-family detached and attached homes on similarly sized lots and future development should accommodate a similar mix of lot sizes and housing types. Additionally, pedestrian and bicycle connectivity should be provided within and between neighborhoods.

  The proposed North Vista Highlands, Filing No. 12, creates over 100 single-family residential lots, parcels for parks, trails, and utilities. The proposed development includes provisions for trails linking residences to the neighborhood park and the surrounding neighborhoods. The proposed subdivision is consistent with the PUD Development Guide and the Pueblo Regional Comprehensive Plan.

ABILITY TO COMPLY WITH THE ZONE DISTRICT REGULATIONS:

- **Minimum lot size and width:**
  - The proposed 124 single-family lots meet the minimum 36-foot lot width with all lots being greater than 50-feet in width.
  - All lots are greater than the minimum 3,600 square feet.

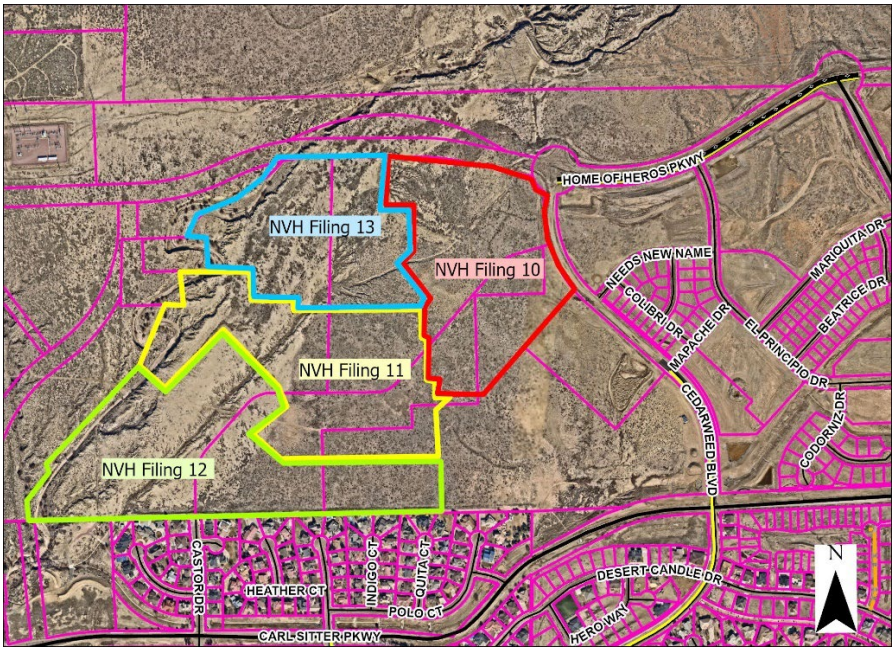
REFERRAL AGENCIES AND COMMENTS:

- City Public Works-Comments addressed
- City Transportation-Comments addressed
- City Law Department-No comment
- Pueblo Regional Building Department-No comment
- City Fire Department-No comment
- Pueblo Board of Water Works-Comments addressed
- City Wastewater-Comments addressed
- City Stormwater-Comments addressed
- City Parks and Recreation Department-No comment
- City GIS-Comments addressed
- Xcel Energy-No Comment
- Black Hills Energy-No comment
- CDOT- No comment

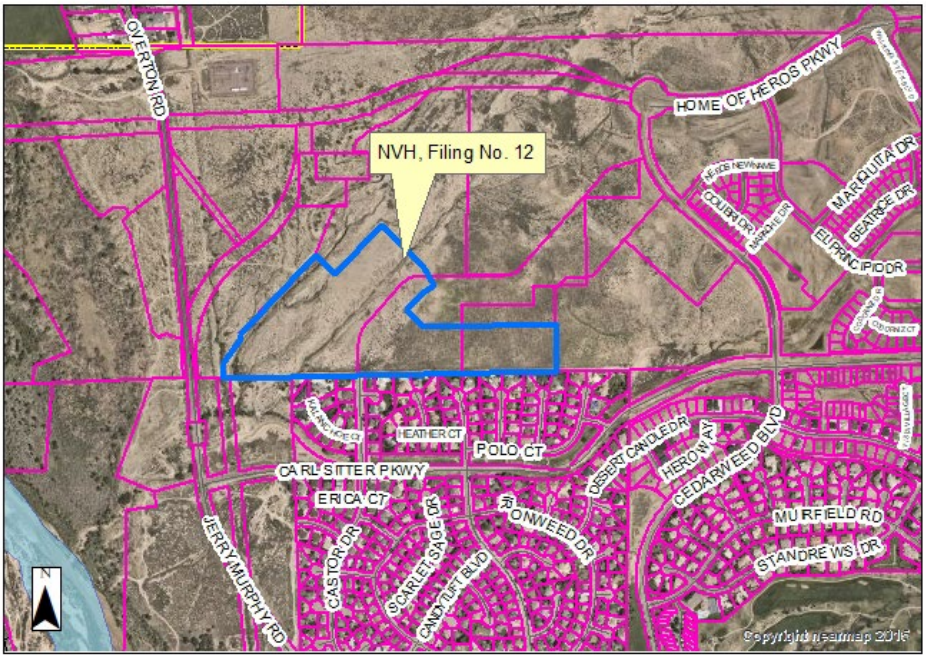
ATTACHMENTS:

A. Aerial Photograph NVH Filings 10-13
B. Aerial Photograph
C. Zoning Map
D. Comprehensive Plan Map
E. Site Photographs
F. SRC Memo October 2, 2024
G. Plat
H. Subdivision Application

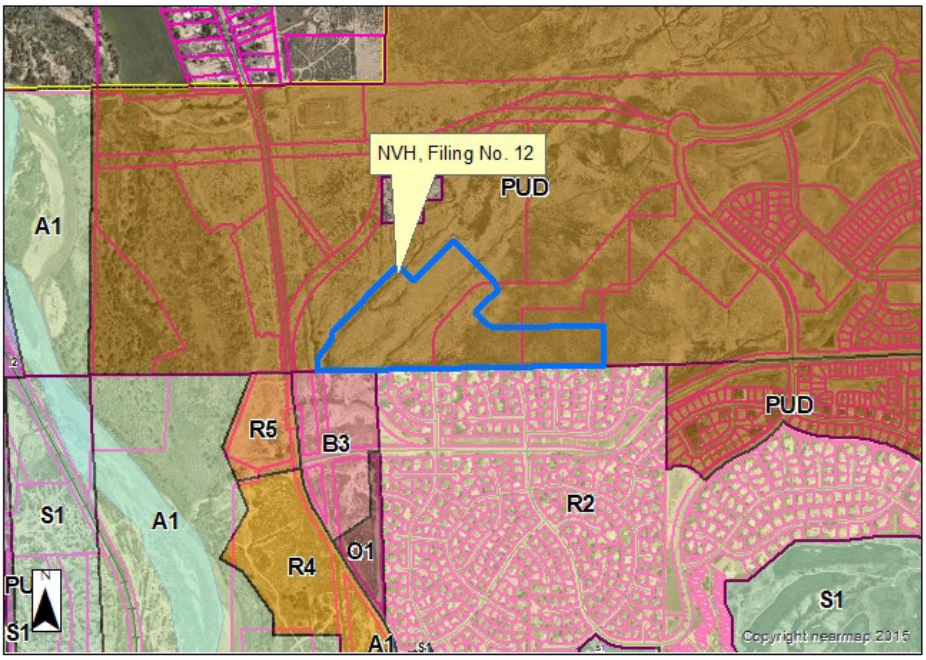
ATTACHMENTS:



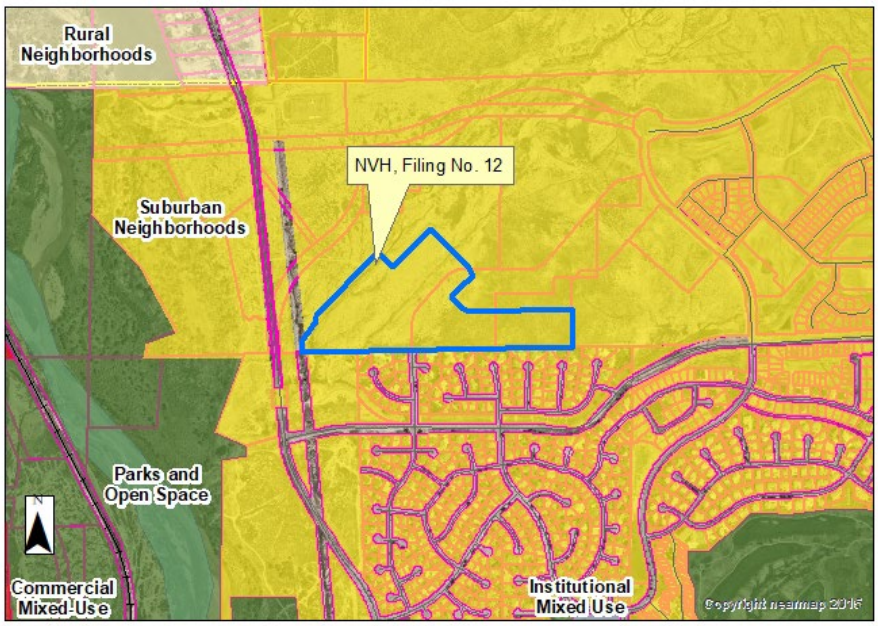
A. Aerial Photograph NVH Filings 10-13



B. Aerial Photograph



C. Zoning



D. Comprehensive Plan

Attachment D. Site Photos



North Vista Highlands, Filings. 10-13, looking southwest from Home of Heros Parkway



North Vista Highlands, Filings 10-13 looking west from Home of Heros Parkway

MEMORANDUM

To: Planning and Zoning Commission

From: Subdivision Review Committee

Date: October 2, 2024

Subject: S-24-04 North Vista Highlands, Filing No. 12 Subdivision

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S-24-04 North Vista Highlands, Filing No. 12: The Subdivision Review Committee recommends the Planning and Zoning Commission forward a recommendation that the requested Subdivision be **APPROVED** with the following noted:

Requests for Modifications to Requirements:	NorthStar Engineering submitted a request for modifications letter, May 6, 2024, Michael Cuppy, PE., PLS. requesting; however their request was to modify provisions of the PUD Development Guide, which is not applicable to subdivision, as allowed by Section 12-4-10 of the Pueblo Municipal Code.
Request for Deferred Filings	Request for Deferred Filings: The Subdivision Review Committee has no objection to the Request for Deferred Filings, SRC Memo, October 2, 2024.
Plat Deficiencies:	Not Applicable
Conditions of Approval: (Unless otherwise noted, all conditions of approval must be completed prior to the case being scheduled for City Council hearing.)	• Amend the Trail and Park Plan title to include the names of the Subdivisions that are included in the plan, similar to the following: • North Vista Filings, 10, 11, 12, and 13, Trail and Park Plan

NORTH VISTA HIGHLANDS, FILING NO. 12

A RESUBDIVISION OF PARCEL H OF NORTH VISTA HIGHLANDS, FILING NO. 10
LOCATED IN THE N 1/2 OF SECTION 7, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M.
IN THE COUNTY OF PUEBLO, STATE OF COLORADO

– DEDICATION –

KNOW ALL MEN BY THESE PRESENTS: That NORTH VISTA PUEBLO LAND INVESTMENT, LLC, a Colorado Limited Liability Company being the sole owner of the following property:

A Re–subdivision of Parcel "H", in North Vista Highlands, Filing No. 10, according to the recorded plat thereof as filed for record on _____ ___, 20___ at Reception No. _____ in the Pueblo County Records.

Containing 37.015 acres, more or less

Have caused the aforegoing described property to be surveyed, platted and subdivided into lots, blocks, parcels, the same to be numbered, platted, subdivided, dimensioned as shown on the annexed plat, for the purpose of creating a subdivision to be known as NORTH VISTA HIGHLANDS, FILING NO. 12.

All of the streets, easements for drainage, detention, sidewalks, trail and all public utilities, shown hereon, are hereby dedicated to the public for perpetual use.

Parcel A is hereby reserved for drainage, detention and open space to be owned and maintained by the owner of said parcel subject to the terms and conditions of the Stormwater Facility Maintenance Agreement referenced hereon. Parcel A in its entirety, is hereby dedicated to the City as a drainage easement.

Parcels B & D are hereby reserved for drainage, pedestrian, trail, landscape, and open space to be owned and maintained by the owner of said parcel or any subsequent owner(s).

Parcel C is hereby reserved for park space to be owned and maintained by the owner of said parcel or any subsequent owner(s).

Drainage facilities located within drainage or detention easements shown hereon shall be installed, repaired, and maintained in good working order and condition by the owner(s) of the lots or parcels upon which the easements are located. The City of Pueblo is hereby granted the right but not the obligation in its discretion to maintain, repair, or replace the drainage facilities within such easements and to recover the costs thereof, plus administrative expenses from said owner(s). All drainage easements shall be further subject to the Stormwater Facility Maintenance Agreement dated _____ and filed contemporaneously with the annexed plat.

Streets, curbs & gutters, and sidewalks located within ingress/egress or access easements shown hereon shall be installed, repaired, and maintained in good working order and condition by the owners of all Lots within the subdivision, subject to the terms and conditions of the Declaration of Covenants referenced hereon.

All of the property shown on this plat is subject to the terms and conditions defined and described in the Declaration of Covenants, dated July 13, 2021, and recorded in the Pueblo County Records at Reception No. 2234574

IN WITNESS WHEREOF, David Resnick, the Manager of NORTH VISTA PUEBLO LAND INVESTMENT, LLC , a Colorado Limited Liability Company, sets his hand and seal this _____, day of _____, _____ A.D.:

NORTH VISTA PUEBLO LAND INVESTMENT, LLC
a Colorado Limited Liability Company

_____
David Resnick, Manager
NORTH VISTA PUEBLO LAND INVESTMENT, LLC

STATE OF _____)
)SS
COUNTY OF_____)

I,_____, a Notary Public in and for the County of _____, State of _____, do hereby certify that David Resnick, the Manager of NORTH VISTA PUEBLO LAND INVESTMENT, LLC, who is personally known to me to be the identical person who signed the aforegoing dedication, appeared before me this day in person and acknowledged the execution thereof to be his free and voluntary act for the uses and purposes therein set forth as the deed of said Company.

WITNESS my hand and notarial seal this _____, day of_____, _____ A.D.:

My Commission Expires:
Address:

_____ _____
Notary Public *Date*

The Owner executing this plat confirms that the property subject to this plat is also subject to the Declaration of Covenants, Conditions and Restrictions for North Vista Highlands recorded in the real property records of Pueblo County on February 14, 2019, at Reception No. 2130861, as amended and supplemented of record. The Owner affirms and ratifies the terms, covenants, conditions and restrictions of that Declaration, as amended and supplemented of record.

Consent to this Plat by Successor Founder

The undersigned, as Successor Founder (also sometimes known and referred to as the Founder) under the Declaration recorded in the real property records of Pueblo County on February 14, 2019, at Reception No. 2130861, as amended and supplemented of record, has the right to approve this plat, which right is exercised by the Successor Founder by signature below.

Jevin Investments, Inc., David Resnick, President

By:_____
David Resnick, President

STATE OF _____)
)SS
COUNTY OF_____)

Subscribed and sworn to before me by _____ , as President of Jevin Investments, Inc., on this _____ , day of _____ , 20____A.D.:

WITNESS my hand and notarial seal this _____ , day of _____ , 20 _____ A.D.:

My Commission Expires:
Address:

_____ _____
Notary Public *Date*

– SURVEYOR'S CERTIFICATION –

This is to certify that we have prepared the annexed plat and that it complies with the minimum standards for Land Survey Plats as set forth in Section 38–51–106 Et. Seq., C.R.S. 1994 (as amended). We have performed the accompanying survey and it was conducted by me or under my responsible charge. All lines and dimensions are correctly shown hereon to the best of my knowledge and belief.

Date: _____

NORTHSTAR ENGINEERING AND SURVEYING, INC.
111 E. 5th Street
Pueblo, CO 81003

By: _____
Michael Leland Cuppy,
Colorado Registered Professional
Land Surveyor No. 38485

For and on Behalf of
NorthStar Engineering and Surveying, Inc.

– IMPROVEMENT CERTIFICATION –

This is to certify that the Subdivider has complied with Alternate No. 4 of Section 12–4–7(J) (1) and with Section 12–4–5 (b), of the 1971 Code of Ordinances, City of Pueblo, County of Pueblo, State of Colorado.

_____ _____
Director of Public Works *Date*

– PLANNING COMMISSION CERTIFICATION –

This is to certify that this subdivision was approved by the Planning Commission of the City of Pueblo, County of Pueblo, State of Colorado.

_____ _____
Chairperson Planning Commission *Date*

– NOTICE –

NOTICE is hereby given that acceptance of this platted subdivision by the City of Pueblo, does not constitute an acceptance of the dedicated public roads, park, and other public improvements for maintenance by the City. Until such dedicated public roads and other parks and public improvements meet the requirements, standards, and specifications, of the City, its subdivision ordinance, and where appropriate, its Park's Department specifications, and such are specifically approved and accepted in writing by the City Director of Public Works and where applicable, the City Director of Parks and Recreation, the maintenance, construction and all other matters pertaining to or affecting said dedicated public roads, parks and other public improvements and rights–of–way are the sole responsibility of the Subdivider or any subsequent owner(s) of the land within this subdivision. City does not accept the private roads, easements and facilities dedicated hereon, nor shall the City be obligated to maintain, construct or repair such private roads, easements, and facilities.

– APPROVAL FOR RECORDING –

Approved by City Council of Pueblo, Colorado, by Ordinance No. _____.

This is to certify that the plat of NORTH VISTA HIGHLANDS, FILING NO. 12 has been approved for recording in the office of the Pueblo County Clerk and Recorder of Pueblo County, Colorado.

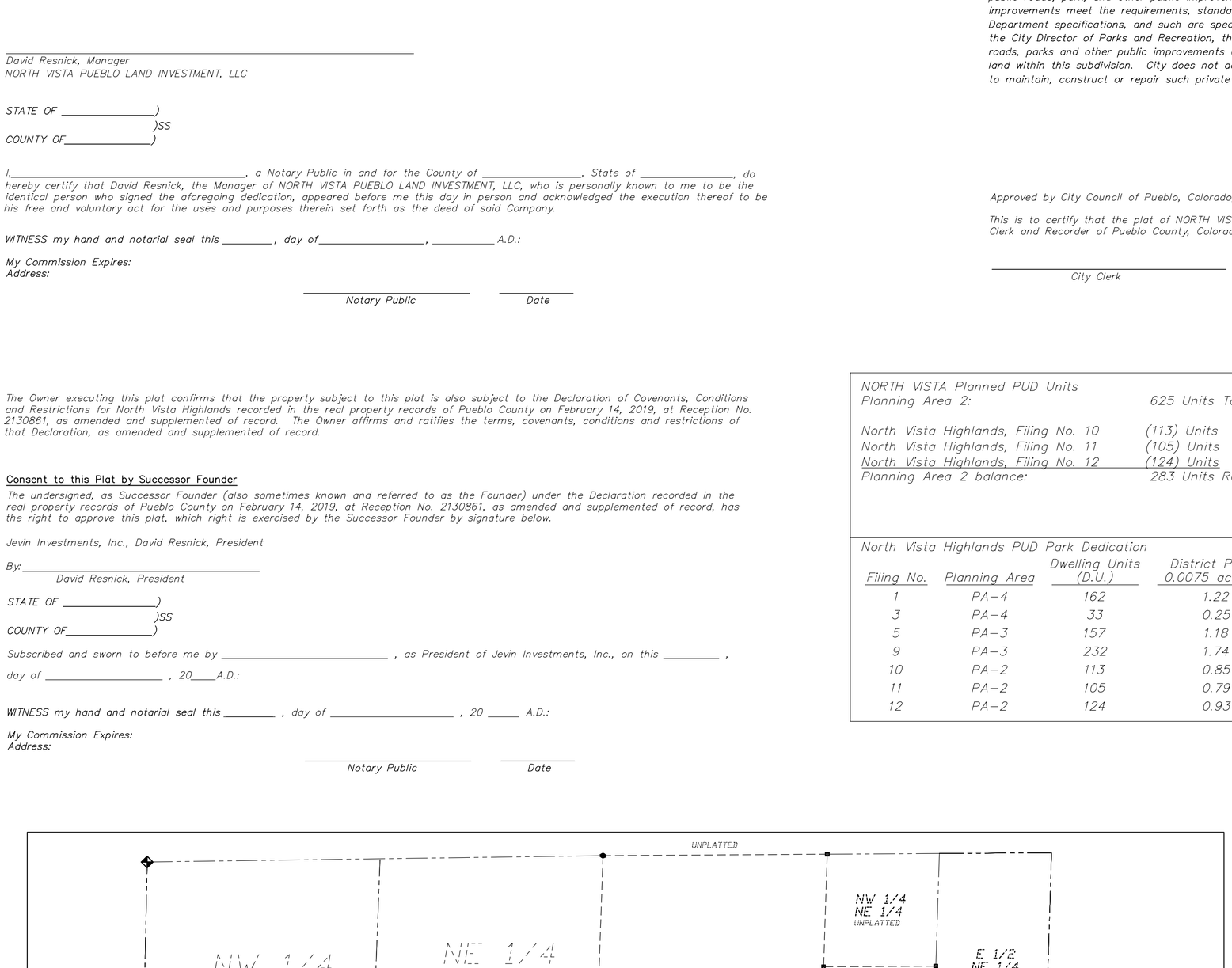
_____ _____
City Clerk *Date*

NORTH VISTA Planned PUD Units	
Planning Area 2:	625 Units Total
North Vista Highlands, Filing No. 10	(113) Units
North Vista Highlands, Filing No. 11	(105) Units
North Vista Highlands, Filing No. 12	(124) Units
Planning Area 2 balance:	283 Units Remaining

CURRENT NORTH VISTA PUD Park Dedication in Planning Area 2:	
North Vista Highlands, Filing No. 12:	
Neighborhood/Pocket Park Dedication	
Parcels A and B (Open space with landscape and trail):	
14.38 acres x 40% =	5.75 acres
Parcel C (park parcel):	0.17 acres
TOTAL PARK DEDICATION:	5.92 acres

North Vista Highlands PUD Park Dedication

Filing No.	Planning Area	Dwelling Units (D.U.)	District Park Req. 0.0075 ac per D.U.	Neighborhood Park Req. 0.015 ac per D.U.	District Park Ded.	Neighborhood Park Ded.	Open Space & Trails Ded.
1	PA–4	162	1.22 ac	2.44 ac	1.22 ac (PA–1)	4.46 ac	–
3	PA–4	33	0.25 ac	0.50 ac	0.25 ac (PA–7)	–	–
5	PA–3	157	1.18 ac	2.36 ac	1.18 ac (PA–1)	3.50 ac	3.86 ac
9	PA–3	232	1.74 ac	3.48 ac	1.74 ac (PA–1)	0.83 ac	–
10	PA–2	113	0.85 ac	1.70 ac	0.85 ac (PA–1)	1.73 ac	0.65 ac
11	PA–2	105	0.79 ac	1.58 ac	0.79 ac (PA–1)	1.53 ac	3.30 ac
12	PA–2	124	0.93 ac	1.86 ac	0.93 ac (PA–1)	0.17 ac	5.75 ac



MONUMENTATION MAP
NOT TO SCALE

LEGEND:

- FOUND 2 1/2" DIAMETER ALUMINUM CAP, PLS 16128
- FOUND 3 1/4" DIAMETER ALUMINUM CAP WITH NO. 6 REBAR, PLS 38485
- FOUND NO. 4 REBAR WITH YELLOW PLASTIC CAP, PLS 12933
- FOUND 3 1/4" DIAMETER ALUMINUM CAP WITH NO. 6 REBAR, PLS 12933
- FOUND 2" DIA. STEEL PIPE FILLED WITH CONCRETE, WITH TAG WASHER
- FOUND NO. 4 REBAR WITH PLASTIC CAP, PLS 12697
- FOUND AXLE WITH WASHER TAG, PLS 12933
- FOUND NO. 4 REBAR WITH PLASTIC CAP, PLS 30107
- FOUND NAIL WITH WASHER, PLS 12933
- SET NO. 4 REBAR WITH YYELLOW PLASTIC CAP, PLS 38485
- MONUMENT TO BE ESTABLISHED TO MEET CITY OF PUEBLO REQUIREMENTS

R.O.W. RIGHT–OF–WAY
(R) RADIAL
(D) DEED
(M) MEASURED
(P) PLAT

BASIS OF BEARINGS:

EAST LINE OF THE NE 1/4 OF SECTION 8, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M.
TO BEAR N. 01°25'55" E.

PREPARED BY: NORTHSTAR ENGINEERING AND SURVEYING, INC.

NORTH VISTA HIGHLANDS, FILING NO. 12

A RESUBDIVISION OF PARCEL H OF NORTH VISTA HIGHLANDS, FILING NO. 10
LOCATED IN THE N 1/2 OF SECTION 7, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M.
IN THE COUNTY OF PUEBLO, STATE OF COLORADO

PREPARED BY: NORTHSTAR ENGINEERING AND SURVEYING, INC.

SCALE: 1" = 100'

0 50' 100' 200'

LEGEND

○	SET NO. 4 REBAR w/ YELLOW PLASTIC CAP, PLS 38485	(R)	RADIAL
▲	FOUND MONUMENT BOX	(P)	PLAT
△	MONUMENT TO BE ESTABLISHED TO MEET CITY OF PUEBLO REQUIREMENTS	(M)	MEASURED
P.O.B.	POINT OF BEGINNING	R.O.W.	RIGHT OF WAY
P.U.E.	PUBLIC UTILITY EASEMENT		
D.E.	DRAINAGE EASEMENT		
S.S.E.	SANITARY SEWER EASEMENT		
W.E.	WATER EASEMENT		
SF	SQUARE FEET		

BASIS OF BEARINGS

EAST LINE OF THE NE 1/4 OF SECTION 8, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M.

TO BEAR N. 01°25'55" E.

NORTH VISTA HIGHLANDS, FILING NO. 12

A RESUBDIVISION OF PARCEL H OF NORTH VISTA HIGHLANDS, FILING NO. 10
LOCATED IN THE N 1/2 OF SECTION 7, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M.
IN THE COUNTY OF PUEBLO, STATE OF COLORADO

SCALE: 1" = 50'

0 25' 50' 100'

LEGEND

○	SET NO. 4 REBAR w/ YELLOW PLASTIC CAP, PLS 38485
▲	FOUND MONUMENT BOX
⚠	MONUMENT TO BE ESTABLISHED TO MEET CITY OF PUEBLO REQUIREMENTS
P.O.B.	POINT OF BEGINNING
P.U.E.	PUBLIC UTILITY EASEMENT
D.E.	DRAINAGE EASEMENT
S.S.E.	SANITARY SEWER EASEMENT
W.E.	WATER EASEMENT
SF	SQUARE FEET
(R)	RADIAL
(P)	PLAT
(M)	MEASURED
R.O.W.	RIGHT OF WAY

BASIS OF BEARINGS

EAST LINE OF THE NE 1/4 OF SECTION 8, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M.

TO BEAR N. 01°25'55" E.

PARCEL "L" NORTH VISTA HIGHLANDS FILING NO. 7

PARCEL "N" NORTH VISTA HIGHLANDS FILING NO. 7

NORTH VISTA HIGHLANDS FILING NO. 11

N45°48'58"W 212.92'

N45°30'12"E 577.55'

856.65'

N43°59'53"E

PARCEL "A"

DRAINAGE & DETENTION EASEMENT (ALL OF PARCEL "A")

BLACK HILLS/COLORADO ELECTRIC UTILITY COMPANY GRANT RIGHT OF WAY--POWER EASEMENT (RECEPTION NO. 2053094) 20' WIDE

MOUNTAIN STATES TELEPHONE AND TELEGRAPH COMPANY RIGHT OF WAY EASEMENT 16.5' WIDE (BOOK 2274 AT PAGE 779) 16.5' WIDE (BOOK 2278 AT PAGE 281)

N08°08'01"W 41.63'

235.15'

N35°07'44"E

N02°57'44"E 114.03'

STATE PLANE COORDINATES NORTHING 1604804.6984 EASTING 3257959.3776

10' P.U.E. RECEPTION NO. 2240303

S89°32'10"W 574.98'

10' P.U.E. RECEPTION NO. 2240303

CENTER CORNER SECTION 7

458.20'

10' P.U.E. RECEPTION NO. 2240303

S89°30

PARCEL "A"
DRAINAGE DETENTION/OPEN SPACE
474,909 SF

PARCEL "B"

UNIVERSITY PARK SUBDIVISION 18TH FILING

EASTVIEW DRIVE

BLOCK 1 — LOTS 1-25

BLOCK 2 — LOTS 1-23

BLOCK 3 — LOTS 1-8

TELLURIDE DRIVE

CHATTANOOGA DRIVE

CASTOR DRIVE

GOLDFIELD DRIVE

385.70' (OVERALL) 179.57'

N 90° 00' 00" E 206.13'

254.44' (OVERALL) 51.84'

PREPARED BY: NORTHSTAR ENGINEERING AND SURVEYING, INC.

JN 1700930

SHEET 3 OF 4

NORTH VISTA HIGHLANDS, FILING NO. 12

A RESUBDIVISION OF PARCEL H OF NORTH VISTA HIGHLANDS, FILING NO. 10
LOCATED IN THE N 1/2 OF SECTION 7, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M.
IN THE COUNTY OF PUEBLO, STATE OF COLORADO

JN 1700930

PREPARED BY: NORTHSTAR ENGINEERING AND SURVEYING, INC.

STATE PLANE COORDINATES
NORTHING 1605984.2501
EASTING 3259213.3381

PARCEL "E"
NORTH VISTA HIGHLANDS
FILING NO. 11

PARCEL "D"

N44°29'48"W 520.00'

N45°30'12"E 432.92'

212.92'

BLOCK 1 — BLOCK 2 — BLOCK 3

TELLURIDE DRIVE

CHATTANOOGA DRIVE

CASTOR DRIVE

GOLDFIELD DRIVE

599.09' (OVERALL)

385.70' (OVERALL)

N35°21'14"W 60.00'
R=170.00'
D=03°57'03"
L=11.72'

N25°32'27"W 151.13'

N63°06'30"E 16.05'
R=340.00'
D=16°15'09"
L=96.45'

N45°30'12"E 179.18'

N44°29'48"W 170.00'

N45°30'12"E 10.42'
N44°29'48"W 21.43'
N80°54'16"W 50.64'

N90°00'00"E 520.00'

N00°00'00"E 10.31'

N90°00'00"E 456.27'

STATE PLANE COORDINATES
NORTHING 1605197.8643
EASTING 3260566.1543

PARCEL "C"
7,324 SF
PARK

PARCEL "B"
140,917 SF
OPEN SPACE

PARCEL "B"
OPEN SPACE

PARCEL "B"

BLOCK 4 — BLOCK 5 — BLOCK 7

BLOCK 6 — BLOCK 6

CRESTED BUTTE DRIVE

SILVER CLIFF DRIVE

STUNNER DRIVE

N 90° 00' 00" E 510.06'

1000.35' (OVERALL)

280.00'

210.29'

371.12'

N01°31'52"W 192.76'

PARCEL "B"
RECEPTION NO. 2257460
RECEPTION NO. 2257458

PARCEL "A"

BLOCK 5

NORTH VISTA HIGHLANDS FILING NO. 11

BLOCK 3

BLOCK 4

BLOCK 6

BLOCK 7

BLOCK 8

PARCEL "C"
BLOCK 3

NORTH VISTA HIGHLANDS, FILING NO. 4

DRAINAGE EASEMENT (ALL OF PARCEL "D")

OPEN SPACE

DRAINAGE EASEMENT (ALL OF PARCEL "B")

STATE PLANE COORDINATES
NORTHING 1604826.8685
EASTING 3260576.0705

10' P.U.E. RECEPTION NO. 2240303

10' P.U.E. RECEPTION NO. 2159276

S89°30'31"W 2041.81'

1523.61'

458.20'

UNIVERSITY PARK SUBDIVISION
18TH FILING

UNIVERSITY HILLS SUBDIVISION
FILING NO. 1

LEGEND

○	SET NO. 4 REBAR w/ YELLOW PLASTIC CAP, PLS 38485	(R)	RADIAL
▲	FOUND MONUMENT BOX	(P)	PLAT
△	MONUMENT TO BE ESTABLISHED TO MEET CITY OF PUEBLO REQUIREMENTS	(M)	MEASURED
P.O.B.	POINT OF BEGINNING	R.O.W.	RIGHT OF WAY
P.U.E.	PUBLIC UTILITY EASEMENT		
D.E.	DRAINAGE EASEMENT		
S.S.E.	SANITARY SEWER EASEMENT		
W.E.	WATER EASEMENT		
SF	SQUARE FEET		

SCALE: 1" = 50'

0 25' 50' 100'

BASIS OF BEARINGS

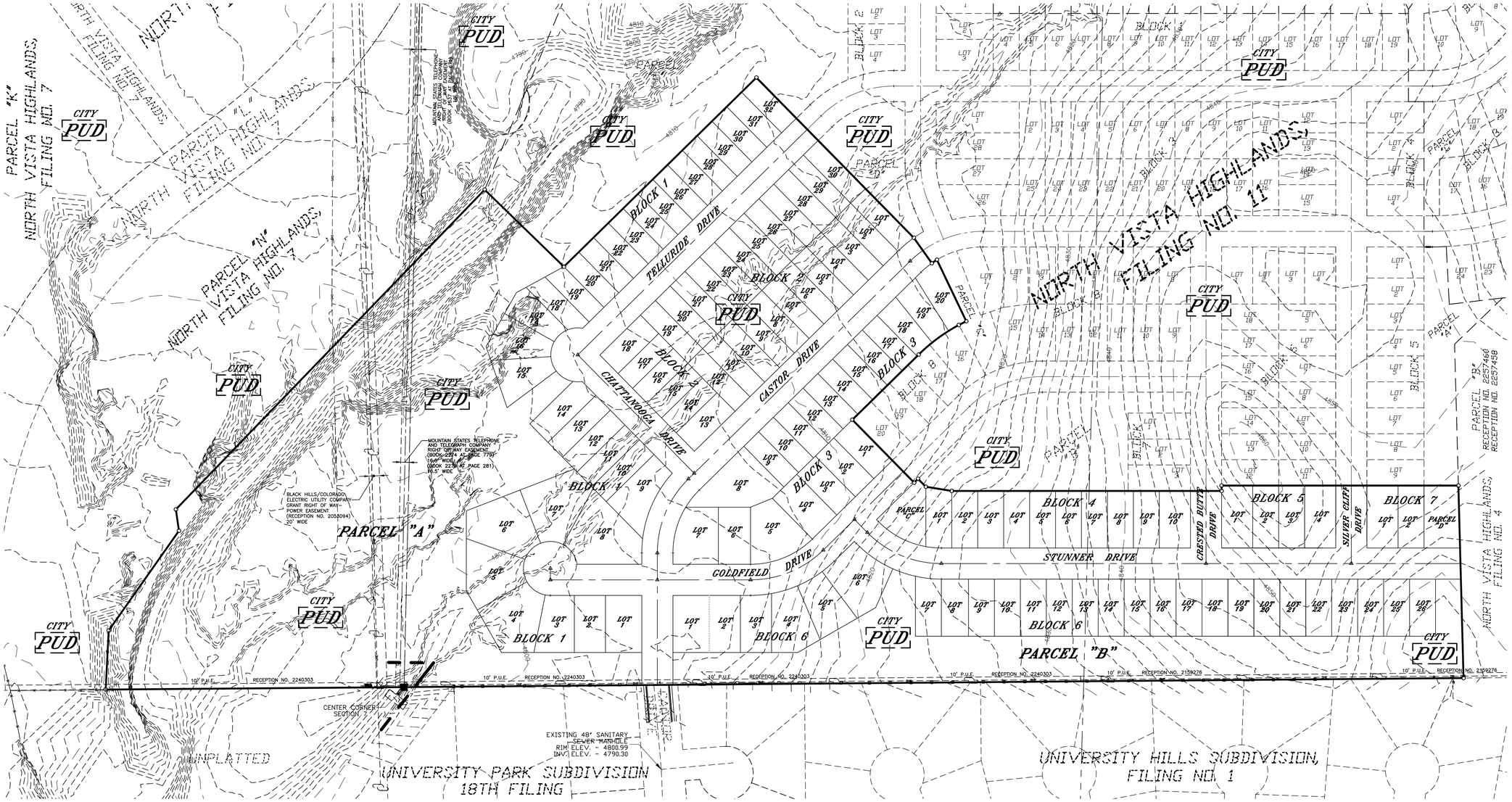
EAST LINE OF THE NE 1/4 OF SECTION 8, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M.

TO BEAR N. 01°25'55" E.

NORTH VISTA HIGHLANDS, FILING NO. 12

SUPPLEMENTAL MAP OF:

A RESUBDIVISION OF PARCEL H OF NORTH VISTA HIGHLANDS, FILING NO. 10
LOCATED IN THE N 1/2 OF SECTION 7, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M.
IN THE COUNTY OF PUEBLO, STATE OF COLORADO



SCALE: 1" = 100'
0 50' 100' 200'

BENCHMARK:

E 1/4 CORNER OF SECTION 8, TOWNSHIP 20 SOUTH, RANGE 64 WEST, OF THE 6TH P.M.
NAVD 88 Elevation = 5003.56

NOTES:

1.) FOR CORRECT LOT INFORMATION REFER TO SUBDIVISION PLAT.

2.) LOCATION OF UNDERGROUND UTILITIES SHOWN HEREON PER ON-SITE UTILITY LOCATES AND UTILITY COMPANY RECORDS. ABOVE GROUND EVIDENCE OF UTILITIES SHOWN HEREON BY ACTUAL ON-SITE FIELD LOCATION COMPLETED ON (04-26-2024).

LEGEND

○	SET NO. 4 REBAR w/ YELLOW PLASTIC CAP, PLS 38485
▲	FOUND MONUMENT BOX
△	MONUMENT TO BE ESTABLISHED TO MEET CITY OF PUEBLO REQUIREMENTS
P.O.B.	POINT OF BEGINNING
P.U.E.	PUBLIC UTILITY EASEMENT
D.E.	DRAINAGE EASEMENT
S.S.E.	SANITARY SEWER EASEMENT
W.E.	WATER EASEMENT
SF	SQUARE FEET
(R)	RADIAL
(P)	PLAT
(M)	MEASURED
R.O.W.	RIGHT OF WAY
PUD A-1	CURRENT ZONING
	GUY WIRE
	POWER POLE
T	TELEPHONE PEDESTAL
WV	WATER VALVE
	GAS VALVE
S	SANITARY SEWER MANHOLE
ST	STORM SEWER MANHOLE
W	WATER MANHOLE

4820	EXISTING CONTOUR (5 FOOT)
4811	EXISTING CONTOUR (1 FOOT)
-E-	UNDERGROUND ELECTRIC LINE
-FOL-	FIBER OPTIC LINE
-OHE-	OVERHEAD POWER LINE
-G- 3" PED	GAS MAIN
-SAN- 8" PVC	SANITARY SEWER MAIN
-STM- 39" RCP	STORM SEWER MAIN
-T-	TELEPHONE LINE
-W- 12" PVC	WATER MAIN



VICINITY MAP
NOT TO SCALE

SUBDIVIDER: NORTH VISTA PUEBLO LAND INVESTMENT LLC
A COLORADO LIMITED LIABILITY COMPANY

ENGINEERS AND SURVEYORS: NORTHSTAR ENGINEERING AND SURVEYING, INC.
111 E. 5TH STREET
PUEBLO, COLORADO
MAY 06, 2024

SHEET 1 OF 1

PREPARED UNDER THE DIRECT SUPERVISION OF
MICHAEL LELAND CUPPY, PROFESSIONAL LAND SURVEYOR
COLORADO REGISTRATION NO. 38485
FOR AND ON BEHALF OF NORTHSTAR ENGINEERING & SURVEYING, INC.

JN 1700930

PREPARED BY: NORTHSTAR ENGINEERING AND SURVEYING, INC.

TRAIL AND PARK PLAN

LINEAL FEET OF 10' WIDE DG TRAIL:

REGIONAL TRAIL – 5,695 FEET
LOCAL TRAIL – 6,796 FEET
TOTAL TRAIL – 12,491 FEET

TRAIL AND OPEN SPACE PARCELS TO CONTAIN IMPROVED TRAILS AND LANDSCAPING, TO INCLUDE: IRRIGATED TREES, SHRUBS, GRASS, AND/OR NATIVE SEED. TO BE CONSTRUCTED PRIOR TO THE 50TH CERTIFICATE OF OCCUPANCY WITHIN THE RELATED SUBDIVISION FILING AND IN ACCORDANCE WITH THE LATEST NORTH VISTA MASTER PLAN PLANNED UNIT DEVELOPMENT DOCUMENT & APPROVED SUBDIVISION IMPROVEMENTS AGREEMENT.

REGIONAL TRAIL

LOCAL TRAIL

HOME OF HEROES PARKWAY

REGIONAL TRAIL

LOCAL TRAIL

PARCEL "D", FILING 10
IMPROVED PARK

PARCEL "B", FILING 11 &
PARCEL "C", FILING 12
IMPROVED PARK

LOCAL TRAIL

REGIONAL TRAIL

REGIONAL TRAIL

REGIONAL TRAIL

SCALE: 1" = 120'

0 60' 120' 240'

city of PUEBLO colorado
Planning & Community Development
211 East D Street | Pueblo, Colorado 81003 | Tel 719-553-2259 | Fax 719-553-2359 | TTY 719-553-2611 | www.pueblo.us

Planning & Zoning Application

Please type or print clearly. Illegible applications will not be accepted. Case #: _____

Contact Info

Property Owner		**Applicant**	
Name: David Resnick		Name:	
Company: North Vista Pueblo Land Investment, LLC		Company:	
Address: 3819 Broadview Pl Castle Rock, CO	Zip: 80109	Address:	Zip:
Phone: (619) 838-8855		Phone: ( )	
Email: djresnick@gmail.com		Email:	
Engineer		**Surveyor**	
Name: Michael Cuppy		Name:	
Company: NorthStar Engineering and Surveying, Inc.		Company:	
Address: 111 E. 5th St.	Zip: 81003	Address:	Zip:
Phone: (719) 544-6823		Phone: ( )	
Email: mcuppy@northstar-co.com		Email:	

The applicant will be the primary contact unless otherwise noted.

Property Info

Project Location: South of future Home of Heroes, West of Cedarweed Blvd., East of Overton Rd. North Vista Highlands Planning Area 2
(address or general description)

Parcel No(s): 407102010, 407102011, 407102012

Existing Zone: | Proposed Zone (if applicable):

PUD Name (if applicable): North Vista Highlands

Project Scope

Project Name: North Vista Highlands, Filing No. 10

- ☐ Rearrangement of Property Boundaries:
  # of existing lots: _____ Total acres: _____
- ☐ Overall Development Plan
- ☐ Site Plan Review: Building area: _____sf
  ○ HARP ○ Development Plan ○ PUD ○ Student Housing
- ☐ Special Area Plan
- ☐ Street Name Change: Existing Name: _____ Proposed Name: _____
- ☒ Subdivision: # of lots: 113 Lots 8 Parcels Total acres: 116.37 ac
- ☐ Text Amendment
- ☐ Vacation: ○ Street ○ Alley ○ Easement ○ Other: _____
- ☐ Other: _____

(Continue Next Page)

(Continued from previous page)

Project Information

Provide a brief description of the proposed request:
Resubdivision of existing "future development" parcels into single family residential lots

What is the total acreage included in the project? 116.37 ac

What is the proposed use of the property?

❑ Commercial ❑ Multi-family ☒ Residential ❑ Industrial ❑ Other

Are there any other pending or recently approved Land Use applications regarding this property? ❑ Yes ☒ No

If yes, please list:

Attachments

Attachment Checklist

The following list of attachments are required to accompany all applications:

- ❑ A. CD with DWF and DWG (Autocad) file of all plans and drawings & a PDF of all documents submitted.
- ❑ B. Pueblo County Assessor's Property Information print out (www.co.pueblo.co.us)
- ❑ C. Additional information as required by the **P&Z Submittal Requirements Sheet.**

Terms

By signing below, the Property Owner and Applicant are representing that each understands and agrees to the following terms:

1. Authorized personnel from the City of Pueblo, are hereby granted the right to enter the subject property for the purposes of reviewing and processing the application, including Certificate of Occupancy Inspections.
2. There are no known hazards or vicious animals present on the subject property.
3. All information contained in this application, is true and accurate to the best of my knowledge.
4. The City of Pueblo is under no obligation to approve the request contained in this application. No promises of approval are conveyed with the acceptance of this application.
5. It is highly recommended that a licensed surveyor complete a property survey before any construction takes place. The property owner is responsible for any construction that takes place within the boundaries of their property. The city may require any construction built outside of the property legal boundaries or within any setbacks (by intent or error), to be removed at the owners' expense.

Signatures

Property Owner

Print Name:	David Resnick	
Signature:	David Resnick	Date: April 30, 2024

Applicant, if different from Property Owner

Print Name:		
Signature:		Date:

Office Use Only

Zoning Compliance (Completed by City Staff)

Application checked for completeness by:	Date:	Fee Paid:

CERTIFICATION OF NOTICE GIVEN TO OWNERS OF MINERAL ESTATE

The undersigned having filed an application for development with the City of Pueblo, Colorado, which application is described as North Vista Highlands, Filing No. 10

does hereby certify that (check appropriate box):

☒ the surface estate and mineral estate in the property which is the subject of the application for development have not been severed; or

☐ the surface estate and mineral estate in the property which is the subject of the application for development have been severed and the undersigned has timely given all required notices to the mineral estate owner and to the City of Pueblo in compliance with Section 24-65.5-101 et seq., C.R.S.

Signed at Pueblo, Colorado, this _____ day of April 30, 2024, _____.

APPLICANT:

Name: North Vista Pueblo Land Investment, LLC, a Colorado Limited Liability Company

By: David Resnick

Title: Manager

DPW 113
02/06/02

REQUEST FOR DEFERRED FILINGS

As Subdivider of North Vista Highlands, Filing No. 10, the undersigned Subdivider hereby requests that the detail plans and profiles for streets, sanitary sewers, storm sewers and other drainage facilities, off site easements and covenants, if any, subdivision improvements agreement, and other documents and information which may be required by the City Staff or the Planning and Zoning Commission described in the attached Exhibit "A" (the Deferred Filings) be deferred for up to one year after the date the subdivision plat is conditionally approved by ordinance adopted by the City Council.

Subdivider understands and agrees that if a complete set of such Deferred Filings are for any reason not filed with and approved by the Director of Public Works within said one year period, or within any extended period granted by resolution of the City Council, the ordinance conditionally approving the final subdivision plat shall automatically be rescinded and repealed thirty (30) days after having received written notice of such recession and repeal.

Subdivider further understands and agrees that no final subdivision plat of a subdivision shall be recorded in the office of the Pueblo County Clerk and Recorder and no building permit shall be issued for any structure or building within this subdivision until all information, documents, drawings, profiles, and plats required by Chapter 4 of Title XII of the 1971 Code of Ordinances with respect to this subdivision, including without limitation Deferred Filings, have been timely filed and approved by the Director of Public Works.

Subdivider: North Vista Pueblo Land Investment, LLC, a Colorado Limited Liability Company

By: _____
David Resnick, Manager

Date: April 30, 2024

Accepted this _____ day of _____, _____.

_____
Director of Public Works

DPW 106
12/03/98

EXHIBIT "A"

DEFERRED FILINGS

X Construction plans, profile and details of streets, sanitary sewers, storm sewers, drainage facilities.

____ Offsite easements, on City approved forms, signed by the property owner.

____ Covenants, on City approved forms, pertaining to the maintenance of sanitary sewer, storm sewer, landscaping and drainage facilities on private property, signed by the property owner.

X Subdivision improvements agreement with Exhibit "A" and "B" and addendums.

X Final drainage report including all items listed in the "Final Drainage Report Checklist".

____ Environmental report (if required).

____ Written approval by the Pueblo Regional Building Department of any proposed private sanitary sewer system.

X Soils report with "R" values for pavement design.

____ Copy of CDOT access permit, signed by the subdivider.

STATEMENT OF AUTHORITY

Pursuant to C.R.S. §38-30-172, the undersigned hereby executes this Statement of Authority on behalf of North Vista Pueblo Land Investment, LLC,

a, Colorado Limited Liability Company, an entity other than an individual, capable of holding title to real property (the "Entity"), and states as follows:

The name of the Entity is North Vista Pueblo Land Investment, LLC, a Colorado Limited Liability Company

(state type of entity and state, country, or other governmental authority under whose laws such entity is formed)

The mailing address for the Entity is 3819 Broadview Pl, Castle Rock, CO 80109

The name or position of the person authorized to execute instruments conveying, encumbering, or other affecting title to real property on behalf of the Entity is: David Resnick.

The limitations upon the authority of the person named above or holding the position described above to bind the Entity are as follows: None

(if no limitations, insert "None")

Other matters concerning the manner in which the Entity deals with any interest in real property are:

(if no other matters, leave this section blank)

EXECUTED this _____ day of _____, _____.

Signature: _____

Name (typed or printed): David Resnick

Title (if any): Manager

STATE OF _____)
) ss.
COUNTY OF_____)

The foregoing instrument was acknowledged before me this _____ day of _____, _____ by David Resnick, on behalf of North Vista Pueblo Land Investment, LLC, a Colorado Limited Liability Company.

Witness my hand and official seal.

My commission expires: _____

[S E A L]

_____
Notary Public

DPW 116
02/07/02

September 23, 2024

The City Planning and Zoning Commission will hold a public hearing on request from **David Resnick, North Vista Pueblo Land Investment, LLC** for the approval of the following application:

S-24-04: North Vista Filing, No. 12, Subdivision: A subdivision of 37.015-acres into single-family residential lots, open space, park, and drainage parcels. Generally located west of Cedarweed Blvd. and south of the future western extension of Home of Heroes Parkway.

The Planning and Zoning Commission meeting will be held on October 9, 2024, at 3:30 p.m., in City Council Chambers, 1 City Hall Place, Pueblo, CO. To view the meeting by Zoom: https://www.zoomgov.com/j/1603832441?pwd=oYGaUDZZfhYtMgcqpA7X0p2SJjWy3h.1
Meeting ID: 160 383 2441, Passcode: 911780, Telephone: 1 669 254 5252 US (San Jose). You are welcome to attend this public hearing, in person, to express your viewpoint concerning this proposal. To review the plans and staff report for the proposed application, please visit www.pueblo.us/PandZ and click on "Most Recent Agenda" no sooner than the Friday prior to the hearing. **Please contact the planner listed below if you have questions.**
Scott Hobson, Acting Director
Planning & Community Development
By **Beritt Odom**, Principal Planner
(719) 553-2339

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Scott Hobson, Acting Director
Planning & Community Development
By **Beritt Odom**, Principal Planner
(719) 553-2339

CASE NUMBER: S-24-04

CERTIFICATION

I hereby certify that I did this day cause written notice of the public hearing on the proposed final plat of the property commonly known as North Vista Highlands Filing NO 12 to be sent to the attached list of owners of the real property lying within three hundred (300) feet of the said property on which the final plat 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.

September 24, 2024

(Date)

PUEBLO PLANNING & ZONING COMMISSION

By Cindy Capuchin

Owner	OwnerStree	OwnerCity	Ow	OwnerZip
MCCLUNG STEPHANIE DRAKE	1 VINCA CT	PUEBLO	CO	81008-1923
BISHOP OF PUEBLO	101 N GREENWOOD ST	PUEBLO	CO	81003-3164
JAGUNICH THOMAS P/JAGUNICH ANITA	2 KALANCHOE CT	PUEBLO	CO	81008-1925
SKELLY ELIZABETH ELLEN/LLOYD EMIL	287 S LA GRANGE CIR	PUEBLO WE	CO	81007-3169
COFFMAN MATTHEW W/COFFMAN MARYBET	33 HEATHER CT	PUEBLO	CO	81001-1057
NORTH VISTA PUEBLO LAND INVESTMENT	3819 BROADVIEW PL	CASTLE ROC	CO	80109-4507
DAVID RESNICK SEPARATE PROPERTY TRU	3819 BROADVIEW PL	CASTLE ROC	CO	80109-4507
HURD MARK D/HURD KATHY A	3901 OUTLOOK BLVD STE C	PUEBLO	CO	81008-1696
DORR DANA / DORR VALERIE	4 KALANCHOE CT	PUEBLO	CO	81008-1925
TRANEL JEFFREY E/TRANEL VANESSA L	4 VINCA CT	PUEBLO	CO	81008-1923
PADULA FAMILY PARTNERSHIP LLLP	4202 ST ANDREWS DR	PUEBLO	CO	81001-1168
CARTER BARTON P/RIGGIO CARTER STA	4804 CEDARWEED BLVD	PUEBLO	CO	81001-1000
PUGH DRUCILLA N	4804 JASMINE CT	PUEBLO	CO	81001-1047
SINGH TEJINDER/GILL SHELLY	4805 INDIGO CT	PUEBLO	CO	81001-1056
SIMONICH MATTHEW P/SIMONICH LISA	4805 JASMINE CT	PUEBLO	CO	81001-1054
CARTER STEPHANIE	4806 CEDARWEED BLVD	PUEBLO	CO	81001-1000
TRUJILLO BRIAN/WARE SONDRA	4806 INDIGO CT	PUEBLO	CO	81001-1055
RESIDENT	4806 JASMINE CT	PUEBLO	CO	81001-1047
KOUCHNERKAVICH THOMAS A/KOUCHNERKA	4807 CASTOR DR	PUEBLO	CO	81008-1924
AZAR CAMILLE	4807 CEDARWEED BLVD	PUEBLO	CO	81001-1013
WHITE JOHN TODD	4807 INDIGO CT	PUEBLO	CO	81001-1056
JOYCE DAVID J/SKEWES ELIZABETH B	4807 JASMINE CT	PUEBLO	CO	81001-1054
HODAPP MARK S/HODAPP CAMILLE D	4807 POLO CT	PUEBLO	CO	81001-1059
FINEGOLD DAVID/FINEGOLD JILL	4807 QUITA CT	PUEBLO	CO	81001-1072
STECKLEIN MELISSA/STECKLEIN SEAN	4808 CEDARWEED BLVD	PUEBLO	CO	81001-1000
GILLISPIE KRISTINA P / GILLISPIE	4808 INDIGO CT	PUEBLO	CO	81001-1055
HELZER DOUGLAS M/HELZER JACQUELIN	4808 JASMINE CT	PUEBLO	CO	81001-1047

ROQUE THOMAS A/ROQUE VERONICA M	4808 QUITA CT	PUEBLO	CO	81001-1072
GONZALES DUANE/JONES LILLIAN M	4809 CASTOR DR	PUEBLO	CO	81008-1924
WRONA THOMAS C/WRONA TERRI R	4809 CEDARWEED BLVD	PUEBLO	CO	81001-1013
HALL GARY WILLIAM/HALL NANCY RICK	4809 INDIGO CT	PUEBLO	CO	81001-1056
ZERGER STEVEN C + LINDQUIST KAREN L.	4809 JASMINE CT	PUEBLO	CO	81001-1054
YAKLICH FRANK J/YAKLICH CONSTANCE	4809 POLO CT	PUEBLO	CO	81001-1059
PEARL EDWARD N/PEARL RUTH ANN	4809 QUITA CT	PUEBLO	CO	81001-1072
BENFATTI JAMES JOSEPH / HUSBAND N	4810 CASTOR DR	PUEBLO	CO	81008-1911
BERRY ERIC/BERRY LAURIE FAMILY TR	4810 CEDARWEED BLVD	PUEBLO	CO	81001-1000
KESSLER CHARLES W	4810 INDIGO CT	PUEBLO	CO	81001-1055
MAGEE MICHAEL W II / MAGEE MELANI	4810 JASMINE CT	PUEBLO	CO	81001-1047
TOP LAND INVESTMENT LLC	4810 POLO CT	PUEBLO	CO	81001-1071
MAL LIVING TRUST	4810 QUITA CT	PUEBLO	CO	81001-1072
NEUGEBAUER MELVIN/NEUGEBAUER SUSA	4811 CASTOR DR	PUEBLO	CO	81008-1924
GAIDE THOMAS K/GAIDE DEBRA SUE	4811 CEDARWEED BLVD	PUEBLO	CO	81001-1013
PERSHIN KELLI S + PERSHIN CHRISTOPHER J	4811 INDIGO CT	PUEBLO	CO	81001-1056
WILLIAMS MARC A LIVING TRUST DATED	4811 POLO CT	PUEBLO	CO	81001-1059
ARCHULETA JARED J	4812 POLO CT	PUEBLO	CO	81001-1071
MEYER SHIRLEY	4813 POLO CT	PUEBLO	CO	81001-1059
BECK JIMMY K/BECK JEANETTE K	4813 QUITA CT	PUEBLO	CO	81001-1072
PADULA MILLEA JULIANA M/MILLEA JO	5 KALANCHOE CT	PUEBLO	CO	81008-1925
PADULA BRAD/PADULA KRISTIL K	7 KALANCHOE CT	PUEBLO	CO	81008-1925
BRICE CLIFFORD V III/BRICE SANDRA	7 WALLFLOWER CT	PUEBLO	CO	81001-1118

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: October 15, 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 NORTH VISTA HIGHLANDS, FILING NO. 13 SUBDIVISION

SUMMARY:

The applicant is requesting to subdivide 23.61-acres into 100 single-family residential lots, drainage and detention parcels, open space, park, and future development parcels generally located west of Cedarweed Blvd and south of the future western extension of Home of Heroes Parkway.

PREVIOUS COUNCIL ACTION:

The applicant is concurrently requesting approval of the following subdivisions:
S-24-02 NVH Filing No.10, S-24-03 NVH Filing No.11, and S-24-04 NVH Filing No.12

BACKGROUND:

The subject property is located west of Cedarweed Blvd and south of the future western extension of Home of Heroes Parkway. The proposed subdivision divides the property into 100 single-family residential lots, three parcels reserved for drainage, pedestrian, trail, landscape, and open space. According to the PUD Development Guide all parcels will be owned, developed and maintained by the North Vista Highlands Metropolitan District, (Section 7, Parks and Open Space). Parcel A is dedicated for drainage, detention, and open space, and will be owned and maintained by the property owner. Parcels B and C are dedicated for pedestrian, trail, landscaping, and open space purposes. The proposed single-family residential lots meet the minimum 3,600 sq. ft. minimum area. The lots vary in size between approximately 4,400 sq. ft. and 9,764 sq. ft., with varying lot widths. The North Vista PUD requires lots with widths between 36-59 feet to have 20-foot front-yard setback, lots with widths between 60-75 feet are required to have a 25-foot front-yard setback; and lot widths greater than 75-feet to have a 30-foot setback. Blocks 2, 3, and 4 have relatively uniform lot width and sizes, but Block 1 and 5 have include varying lot widths, which will require the setbacks to vary creating an irregular appearance from the street. The North Vista PUD

Development Guide includes extensive regulations and guidance for Park dedication to ensure that 7.5 acres of park is provided for each 1,000 residents. The PUD requires the subdivider to dedicate .0075 acres of land as District Park and .015 acres as Neighborhood Park with each residential subdivision (Section 7.7.2.3, North Vista Master Plan, Planned Unit development, First Amendment). The applicant is requesting to include 40-percent of the total area of Parcels A, B, and C as park dedication. The trail and open space parcels exceed the required 1.50 acres of required park area.

FINANCIAL IMPLICATIONS:

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 site.

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-24-05 NVH No. 13 Complete Attachments

ORDINANCE NO.

AN ORDINANCE APPROVING THE NORTH VISTA HIGHLANDS, FILING NO. 13 SUBDIVISION

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

SECTION 1.

The final plat of the North Vista Highlands, Filing No.13 Subdivision, being a subdivision of land legally described as:

A portion of Parcels "O" and "P", in North Vista Highlands, Filing No. 7, according to the recorded plat thereof as filed for record on October 26, 2023 at Reception No. 2326748 in the Pueblo County Records and being more particularly described as follows:

Considering the east line of the northeast ¼ of Section 8, Township 20 South, Range 64 West of the 6th Principal Meridian to bear N. 01°25'55" E. monumented on the south end with a found axle and the north end with a 2-½" aluminum cap stamped with PLS. No. 16128, and all bearings contained herein being relative thereto.

Beginning at the north corner of Parcel "O", in North Vista Highlands, Filing No. 7, said point also being on the southern boundary of Parcel "G", in North Vista Highlands, Filing No. 7 (Future Home of Heroes Parkway); thence along the arc of a curve to the right whose radius is 1,240.00 feet and whose center bears S10°25'20"E, a distance of 225.56 feet along the southern boundary of said Parcel "G"; thence N90°00'00"E, a distance of 456.33 feet; thence S00°00'00"E, a distance of 190.00 feet; thence N90°00'00"W, a distance of 14.99 feet; thence S00°00'00"E, a distance of 110.00 feet; thence N90°00'00"E, a distance of 160.00 feet; thence S00°00'00"E, a distance of 280.00 feet; thence N90°00'00"W, a distance of 40.00 feet; thence S25°46'31"W, a distance of 55.98 feet; thence S38°32'00"W, a distance of 34.29 feet; thence S34°51'55"E, a distance of 110.00 feet; thence along the arc of a curve to the left whose radius is 170.00 feet and whose center bears N34°51'55"W, a distance of 9.10 feet; thence S37°55'54"E, a distance of 170.00 feet; thence S34°23'11"W, a distance of 77.48 feet; thence S00°00'00"E, a distance of 7.89 feet; thence N90°00'00"W, a distance of 800.00 feet; thence N00°00'00"E, a distance of 50.00 feet; thence N90°00'00"W, a distance of 110.00 feet; thence N00°00'00"E, a distance of 10.00 feet; thence N90°00'00"W, a distance of 170.00 feet; thence N00°00'00"E, a distance of 182.75 feet; thence N90°00'00"W, a distance of 270.65 feet; thence N01°07'27"W, a distance of 215.92 feet; thence S88°51'46"W, a distance of 125.77 feet to a point on the eastern boundary of Parcel "M" in North Vista Highlands, Filing No. 7; thence continuing along the eastern boundary of said Parcel "M" the following seven (7) courses:

1. N19°59'32"E, a distance of 91.60 feet;
2. N47°52'36"E, a distance of 90.35 feet;
3. N60°01'51"E, a distance of 95.78 feet;
4. N71°09'20"E, a distance of 138.25 feet;
5. N55°30'37"E, a distance of 226.04 feet;
6. N49°18'12"E, a distance of 78.98 feet;
7. N44°16'13"E, a distance of 73.64 feet to the Point of Beginning.

Containing 23.61 acres, more or less.

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-l0-l0l, 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 _____.

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

NORTH VISTA HIGHLANDS, FILING NO. 13

A RESUBDIVISION OF PARCEL F OF NORTH VISTA HIGHLANDS, FILING NO. 10
LOCATED IN THE NE 1/4 OF SECTION 7, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M.
IN THE COUNTY OF PUEBLO, STATE OF COLORADO

– DEDICATION –

KNOW ALL MEN BY THESE PRESENTS: That NORTH VISTA PUEBLO LAND INVESTMENT, LLC, a Colorado Limited Liability Company being the sole owner of the following property:

A portion of Parcels "O" and "P", in North Vista Highlands, Filing No. 7, according to the recorded plat thereof as filed for record on October 26, 2023 at Reception No. 2326748 in the Pueblo County Records and being more particularly described as follows:

Considering the east line of the northeast ¼ of Section 8, Township 20 South, Range 64 West of the 6th Principal Meridian to bear N. 01°25'55" E. monumented on the south end with a found axle and the north end with a 2–½" aluminum cap stamped with PLS. No. 16128, and all bearings contained herein being relative thereto.

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(1) N19°59'32"E, a distance of 91.60 feet;
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(3) N60°01'51"E, a distance of 95.78 feet;
(4) N71°09'20"E, a distance of 138.25 feet;
(5) N55°30'37"E, a distance of 226.04 feet;
(6) N49°18'12"E, a distance of 78.98 feet;
(7) N44°16'13"E, a distance of 73.64 feet to the Point of Beginning.

Containing 23.610 acres, more or less

Have caused the aforegoing described property to be surveyed, platted and subdivided into lots, blocks, parcels, the same to be numbered, platted, subdivided, dimensioned as shown on the annexed plat, for the purpose of creating a subdivision to be known as NORTH VISTA HIGHLANDS, FILING NO. 13.

Parcel A is hereby reserved for draiange, detention, and open space to be owned and maintained by the owner of said parcel subject to the terms and conditions of the Stormwater Facility Maintenance Agreement referenced hereon. Parcel A in its entirety, is hereby dedicated to the City as a drainage easement.

Parcels B and C are hereby reserved for pedestrian, trail, landscape, and open space to be owned and maintained by the owner of said parcel or any subsequent owner(s).

Drainage facilities located within drainage or detention easements shown hereon shall be installed, repaired, and maintained in good working order and condition by the owner(s) of the lots or parcels upon which the easements are located. The City of Pueblo is hereby granted the right but not the obligation in its discretion to maintain, repair, or replace the drainage facilities within such easements and to recover the costs thereof, plus administrative expenses from said owner(s). All drainage easements shall be further subject to the Stormwater Facility Maintenance Agreement dated _____ and filed contemporaneously with the annexed plat.

Streets, curbs & gutters, and sidewalks located within ingress/egress or access easements shown hereon shall be installed, repaired, and maintained in good working order and condition by the owners of all Lots within the subdivision, subject to the terms and conditions of the Declaration of Covenants referenced hereon.

All of the property shown on this plat is subject to the terms and conditions defined and described in the Declaration of Covenants, dated July 13, 2021, and recorded in the Pueblo County Records at Reception No. 2234574

IN WITNESS WHEREOF, David Resnick, the Manager of NORTH VISTA PUEBLO LAND INVESTMENT, LLC , a Colorado Limited Liability Company, sets his hand and seal this _____, day of _____, _____ A.D.:

NORTH VISTA PUEBLO LAND INVESTMENT, LLC
a Colorado Limited Liability Company

_____
David Resnick, Manager
NORTH VISTA PUEBLO LAND INVESTMENT, LLC

STATE OF _____)
)SS
COUNTY OF_____)

I,_____, a Notary Public in and for the County of _____, State of _____, do hereby certify that David Resnick, the Manager of NORTH VISTA PUEBLO LAND INVESTMENT, LLC, who is personally known to me to be the identical person who signed the aforegoing dedication, appeared before me this day in person and acknowledged the execution thereof to be his free and voluntary act for the uses and purposes therein set forth as the deed of said Company.

WITNESS my hand and notarial seal this _____, day of_____, _____ A.D.:

My Commission Expires:
Address:

_____ _____
Notary Public *Date*

The Owner executing this plat confirms that the property subject to this plat is also subject to the Declaration of Covenants, Conditions and Restrictions for North Vista Highlands recorded in the real property records of Pueblo County on February 14, 2019, at Reception No. 2130861, as amended and supplemented of record. The Owner affirms and ratifies the terms, covenants, conditions and restrictions of that Declaration, as amended and supplemented of record.

Consent to this Plat by Successor Founder

The undersigned, as Successor Founder (also sometimes known and referred to as the Founder) under the Declaration recorded in the real property records of Pueblo County on February 14, 2019, at Reception No. 2130861, as amended and supplemented of record, has the right to approve this plat, which right is exercised by the Successor Founder by signature below.

Jevin Investments, Inc., David Resnick, President

By:_____
David Resnick, President

STATE OF _____)
)SS
COUNTY OF_____)

Subscribed and sworn to before me by _____ , as President of Jevin Investments, Inc., on this _____ , day of _____ , 20____A.D.:

WITNESS my hand and notarial seal this _____ , day of _____ , 20 _____ A.D.:

My Commission Expires:
Address:

_____ _____
Notary Public *Date*

– SURVEYOR'S CERTIFICATION –

This is to certify that we have prepared the annexed plat and that it complies with the minimum standards for Land Survey Plats as set forth in Section 38–51–106 Et. Seq., C.R.S. 1994 (as amended). We have performed the accompanying survey and it was conducted by me or under my responsible charge. All lines and dimensions are correctly shown hereon to the best of my knowledge and belief.

Date: _____

NORTHSTAR ENGINEERING AND SURVEYING, INC.
111 E. 5th Street
Pueblo, CO 81003

By: _____
Michael Leland Cuppy,
Colorado Registered Professional
Land Surveyor No. 38485

For and on Behalf of
NorthStar Engineering and Surveying, Inc.

– IMPROVEMENT CERTIFICATION –

This is to certify that the Subdivider has complied with Alternate No. 4 of Section 12–4–7(J) (1) and with Section 12–4–5 (b), of the 1971 Code of Ordinances, City of Pueblo, County of Pueblo, State of Colorado.

_____ _____
Director of Public Works *Date*

– PLANNING COMMISSION CERTIFICATION –

This is to certify that this subdivision was approved by the Planning Commission of the City of Pueblo, County of Pueblo, State of Colorado.

_____ _____
Chairperson Planning Commission *Date*

– NOTICE –

NOTICE is hereby given that acceptance of this platted subdivision by the City of Pueblo, does not constitute an acceptance of the dedicated public roads, park, and other public improvements for maintenance by the City. Until such dedicated public roads and other parks and public improvements meet the requirements, standards, and specifications, of the City, its subdivision ordinance, and where appropriate, its Park's Department specifications, and such are specifically approved and accepted in writing by the City Director of Public Works and where applicable, the City Director of Parks and Recreation, the maintenance, construction and all other matters pertaining to or affecting said dedicated public roads, parks and other public improvements and rights–of–way are the sole responsibility of the Subdivider or any subsequent owner(s) of the land within this subdivision. City does not accept the private roads, easements and facilities dedicated hereon, nor shall the City be obligated to maintain, construct or repair such private roads, easements, and facilities.

– APPROVAL FOR RECORDING –

Approved by City Council of Pueblo, Colorado, by Ordinance No. _____.

This is to certify that the plat of NORTH VISTA HIGHLANDS, FILING NO. 13 has been approved for recording in the office of the Pueblo County Clerk and Recorder of Pueblo County, Colorado.

_____ _____
City Clerk *Date*

NORTH VISTA Planned PUD Units	
Planning Area 2:	*625 Units Total*
North Vista Highlands, Filing No. 10	*(113) Units*
North Vista Highlands, Filing No. 11	*(105) Units*
North Vista Highlands, Filing No. 12	*(124) Units*
North Vista Highlands, Filing No. 13	*(101) Units*
Planning Area 2 balance:	*182 Units Remaining*

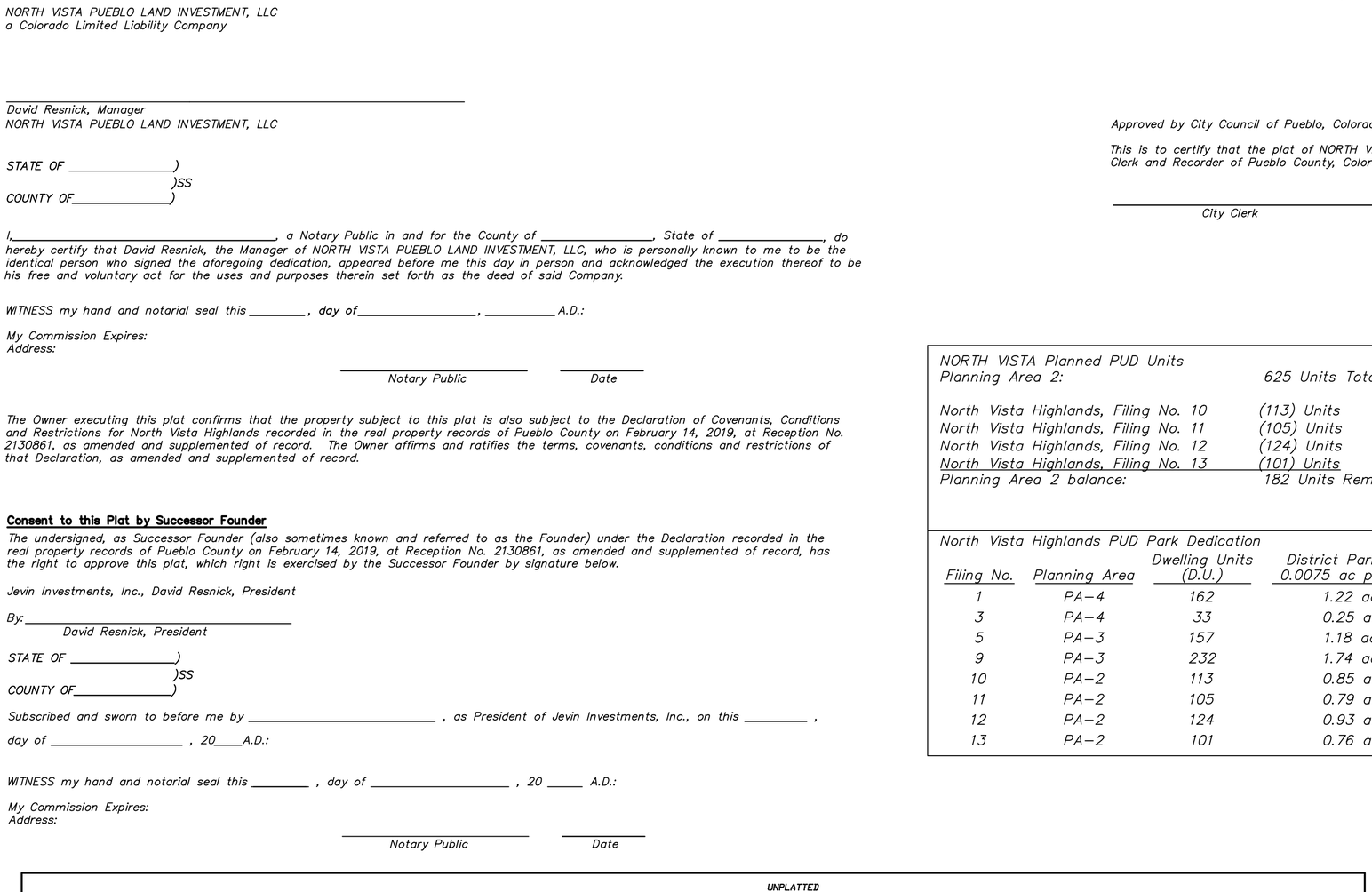
CURRENT NORTH VISTA PUD Park Dedication in Planning Area 2:

North Vista Highlands, Filing No. 13:
Neighborhood/Pocket Park Dedication
Parcels A, B, and C (Open space with landscape and trail):
7.76 acres x 40% = 3.10 acres

TOTAL PARK DEDICATION: 3.10 acres

North Vista Highlands PUD Park Dedication

Filing No.	Planning Area	Dwelling Units (D.U.)	District Park Req. 0.0075 ac per D.U.	Neighborhood Park Req. 0.015 ac per D.U.	District Park Ded.	Neighborhood Park Ded.	Open Space & Trails Ded.
1	PA–4	162	1.22 ac	2.44 ac	1.22 ac (PA–1)	4.46 ac	–
3	PA–4	33	0.25 ac	0.50 ac	0.25 ac (PA–7)	–	–
5	PA–3	157	1.18 ac	2.36 ac	1.18 ac (PA–1)	3.50 ac	3.86 ac
9	PA–3	232	1.74 ac	3.48 ac	1.74 ac (PA–1)	0.83 ac	–
10	PA–2	113	0.85 ac	1.70 ac	0.85 ac (PA–1)	1.73 ac	0.65 ac
11	PA–2	105	0.79 ac	1.58 ac	0.79 ac (PA–1)	1.53 ac	3.30 ac
12	PA–2	124	0.93 ac	1.86 ac	0.93 ac (PA–1)	0.17 ac	5.75 ac
13	PA–2	101	0.76 ac	1.51 ac	0.76 ac (PA–1)	–	3.10 ac


UNPLATTED
NW 1/4 NE 1/4 UNPLATTED
E 1/2 NE 1/4 UNPLATTED
NW 1/4 UNPLATTED
NE 1/4 UNPLATTED
NW 1/4 SE 1/4 UNPLATTED
SW 1/4 UNPLATTED
E 1/2 SE 1/4 UNPLATTED
PARCEL "S"
NORTH VISTA HIGHLANDS, FILING NO. 7
FOUNTAIN LAKE SUBSTATION RECEPTION NO. 2067565 LOT 1, BLOCK 1
PARCEL "A"
PARCEL "B"
PARCEL "C"
PARCEL "D"
PARCEL "E"
PARCEL "F"
PARCEL "G"
PARCEL "H"
PARCEL "I"
PARCEL "J"
PARCEL "K"
PARCEL "L"
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NORTH VISTA HIGHLANDS, FILING NO. 13

A RESUBDIVISION OF PARCEL F OF NORTH VISTA HIGHLANDS, FILING NO. 10
LOCATED IN THE NE 1/4 OF SECTION 7, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M.
IN THE COUNTY OF PUEBLO, STATE OF COLORADO

PARCEL "S" NORTH VISTA HIGHLANDS, FILING NO. 7

PARCEL "G" NORTH VISTA HIGHLANDS, FILING NO. 7

PARCEL "M" NORTH VISTA HIGHLANDS, FILING NO. 7

PARCEL "R" NORTH VISTA HIGHLANDS, FILING NO. 7

PARCEL "G" NORTH VISTA HIGHLANDS, FILING NO. 7

PARCEL "P" NORTH VISTA HIGHLANDS, FILING NO. 7

P.O.B.

STATE PLANE COORDINATES
NORTHING 1607055.8643
EASTING 3259823.3028

R=1240.00' D=10°25'20" L=225.56'

N90°00'00"E 456.33'

STATE PLANE COORDINATES
NORTHING 1607055.8643
EASTING 3260279.6289

N44°16'13"E 73.64'

N49°18'12"E 78.98'

N55°30'37"E 226.04'

N71°09'20"E 138.25'

N60°01'51"E 95.78'

N47°52'36"E 90.35'

N19°59'32"E 91.60'

S88°51'46"W 125.77'

N01°07'27"W 215.92'

N90°00'00"W 270.65'

STATE PLANE COORDINATES
NORTHING 1606350.6147
EASTING 3259389.8823

N00°00'00"E 182.75'

N90°00'00"W 170.00'

N00°00'00"E 10.00'

N90°00'00"W 110.00'

N00°00'00"E 50.00'

N90°00'00"W 800.00'

S00°00'00"E 7.89'

STATE PLANE COORDINATES
NORTHING 1606107.8643
EASTING 3260469.8823

N90°00'00"W 40.00'

S25°46'31"W 55.98'

S38°32'00"W 34.29'

(R) S34°51'55"E 110.00'

R=170.00' D=03°03'59" L=9.10'

(R) S37°55'54"E

S34°23'11"W 77.48'

S00°00'00"E 190.00'

N90°00'00"W 14.99'

S00°00'00"E 110.00'

N90°00'00"E 160.00'

S00°00'00"E 280.00'

S00°00'00"E 370.00'

N90°00'00"W 254.99'

S00°00'00"E 30.00'

PARCEL "A"
OPEN SPACE
238,084 SF

PARCEL "B" 224.99' 7,249 SF

PARCEL "C"
OPEN SPACE
90,711 SF

PARCEL "D"
NORTH VISTA HIGHLANDS, FILING NO. 7

PARCEL "P"
NORTH VISTA HIGHLANDS, FILING NO. 7

BLOCK 1 — SMUGGLER COURT — DUNTON DRIVE — EMPIRE DRIVE (OVERALL) — EMPIRE 280.00' DRIVE — TELLURIDE 400.00' DRIVE 694.75' (OVERALL)

BLOCK 2 — CASTOR DRIVE

BLOCK 3

BLOCK 4

BLOCK 5 — COPPER ROCK DRIVE

DRAINAGE & DETENTION EASEMENT (ALL OF PARCEL "A")

COLUMBIA AVENUE — ORIENTAL AVENUE — LAFAYETTE AVENUE

NOT A PART

LEGEND

- ○ SET NO. 4 REBAR w/ YELLOW PLASTIC CAP, PLS 38485
- ▲ FOUND MONUMENT BOX
- △ MONUMENT TO BE ESTABLISHED TO MEET CITY OF PUEBLO REQUIREMENTS
- P.O.B. POINT OF BEGINNING
- P.U.E. PUBLIC UTILITY EASEMENT
- D.E. DRAINAGE EASEMENT
- S.S.E. SANITARY SEWER EASEMENT
- W.E. WATER EASEMENT
- SF SQUARE FEET
- (R) RADIAL
- (P) PLAT
- (M) MEASURED
- R.O.W. RIGHT OF WAY

SCALE: 1" = 60'

0 30' 60' 120'

BASIS OF BEARINGS

EAST LINE OF THE NE 1/4 OF SECTION 8, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M.

TO BEAR N. 01°25'55" E.

PREPARED BY: NORTHSTAR ENGINEERING AND SURVEYING, INC.

JN 1700930

NORTH VISTA HIGHLANDS, FILING NO. 13

A RESUBDIVISION OF PARCEL F OF NORTH VISTA HIGHLANDS, FILING NO. 10
LOCATED IN THE NE 1/4 OF SECTION 7, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M.
IN THE COUNTY OF PUEBLO, STATE OF COLORADO

PARCEL "S" NORTH VISTA HIGHLANDS, FILING NO. 7

PARCEL "R" NORTH VISTA HIGHLANDS, FILING NO. 7

PARCEL "G" NORTH VISTA HIGHLANDS, FILING NO. 7

PARCEL "M" NORTH VISTA HIGHLANDS, FILING NO. 7

PARCEL "P" NORTH VISTA HIGHLANDS, FILING NO. 7

PARCEL "A" OPEN SPACE

DRAINAGE & DETENTION EASEMENT (ALL OF PARCEL "A")

DRAINAGE & DETENTION EASEMENT (ALL OF PARCEL "A")

PARCEL "B"

BLOCK 2: LOT 1, LOT 2, LOT 3, LOT 4, LOT 5

CASTOR DRIVE

BLOCK 1: LOT 12, LOT 13, LOT 14, LOT 15, LOT 16, LOT 17, LOT 18, LOT 19, LOT 20, LOT 21, LOT 22, LOT 23, LOT 24, LOT 25, LOT 26, LOT 27, LOT 28, LOT 29, LOT 30

SMUGGLER COURT

DUNTON DRIVE

EMPIRE DRIVE

BLOCK 3: LOT 1, LOT 2, LOT 3, LOT 4, LOT 5, LOT 6, LOT 7, LOT 8, LOT 9, LOT 10, LOT 11, LOT 12, LOT 13, LOT 14

TELLURIDE DRIVE

BLOCK 4: LOT 20, LOT 21, LOT 22, LOT 23, LOT 24, LOT 25, LOT 26

BLOCK 4: LOT 27, LOT 28, LOT 29, LOT 30, LOT 31, LOT 32, LOT 33, LOT 34, LOT 35

PARCEL "C" OPEN SPACE

BLOCK 1: LOT 1, LOT 2, LOT 3, LOT 4, LOT 5, LOT 6, LOT 7, LOT 8, LOT 9, LOT 10, LOT 11

EMPIRE DRIVE

BLOCK 4: LOT 1, LOT 2, LOT 3, LOT 4, LOT 5, LOT 6, LOT 7, LOT 8, LOT 9, LOT 10, LOT 11, LOT 12, LOT 13, LOT 14, LOT 15, LOT 16, LOT 17, LOT 18, LOT 19

COPPER ROCK DRIVE

BLOCK 5: LOT 1, LOT 2, LOT 3, LOT 4, LOT 5, LOT 6, LOT 7, LOT 8, LOT 9, LOT 10, LOT 11, LOT 12, LOT 13, LOT 14, LOT 15, LOT 16, LOT 17

PARCEL "P" NORTH VISTA HIGHLANDS, FILING NO. 7

PARCEL "O" NORTH VISTA HIGHLANDS, FILING NO. 7

COLUMBIA AVENUE

ORIENTAL AVENUE

LAFAYETTE AVENUE

NOT A PART

28

LEGEND

○	SET NO. 4 REBAR w/ YELLOW PLASTIC CAP, PLS 38485
▲	FOUND MONUMENT BOX
△	MONUMENT TO BE ESTABLISHED TO MEET CITY OF PUEBLO REQUIREMENTS
P.O.B.	POINT OF BEGINNING
P.U.E.	PUBLIC UTILITY EASEMENT
D.E.	DRAINAGE EASEMENT
S.S.E.	SANITARY SEWER EASEMENT
W.E.	WATER EASEMENT
SF	SQUARE FEET
(R)	RADIAL
(P)	PLAT
(M)	MEASURED
R.O.W.	RIGHT OF WAY

SCALE: 1" = 60'

0 30' 60' 120'

BASIS OF BEARINGS

EAST LINE OF THE NE 1/4 OF SECTION 8, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M.

TO BEAR N. 01°25'55" E.

PREPARED BY: NORTHSTAR ENGINEERING AND SURVEYING, INC.

JN 1700930

SUPPLEMENTAL MAP OF:
NORTH VISTA HIGHLANDS, FILING NO. 13

A RESUBDIVISION OF PARCEL F OF NORTH VISTA HIGHLANDS, FILING NO. 10
LOCATED IN THE NE 1/4 OF SECTION 7, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M.
IN THE COUNTY OF PUEBLO, STATE OF COLORADO

SCALE: 1" = 80'
0 40' 80' 160'

BENCHMARK:

E 1/4 CORNER OF SECTION 8, TOWNSHIP 20 SOUTH, RANGE 64 WEST, OF THE 6TH P.M.
NAVD 88 Elevation = 5003.56

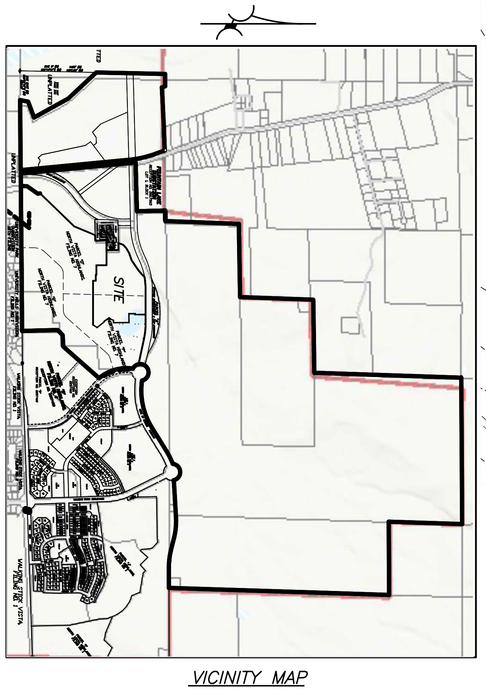
NOTES:

1.) FOR CORRECT LOT INFORMATION REFER TO SUBDIVISION PLAT.

2.) LOCATION OF UNDERGROUND UTILITIES SHOWN HEREON PER ON-SITE UTILITY LOCATES AND UTILITY COMPANY RECORDS. ABOVE GROUND EVIDENCE OF UTILITIES SHOWN HEREON BY ACTUAL ON-SITE FIELD LOCATION COMPLETED ON (04-26-2024).

LEGEND

○	SET NO. 4 REBAR w/ YELLOW PLASTIC CAP, PLS 38485
▲	FOUND MONUMENT BOX
△	MONUMENT TO BE ESTABLISHED TO MEET CITY OF PUEBLO REQUIREMENTS
P.O.B.	POINT OF BEGINNING
P.U.E.	PUBLIC UTILITY EASEMENT
D.E.	DRAINAGE EASEMENT
S.S.E.	SANITARY SEWER EASEMENT
W.E.	WATER EASEMENT
SF	SQUARE FEET
(R)	RADIAL
(P)	PLAT
(M)	MEASURED
R.O.W.	RIGHT OF WAY
PUD A-1	CURRENT ZONING
	GUY WIRE
	POWER POLE
T	TELEPHONE PEDESTAL
W	WATER VALVE
G	GAS VALVE
S	SANITARY SEWER MANHOLE
ST	STORM SEWER MANHOLE
W	WATER MANHOLE
5000	EXISTING CONTOUR (5 FOOT)
5003	EXISTING CONTOUR (1 FOOT)
E	UNDERGROUND ELECTRIC LINE
FOL	FIBER OPTIC LINE
OHE	OVERHEAD POWER LINE
G 8" HDPE	GAS MAIN
SAN 8" PVC	SANITARY SEWER MAIN
STM 36" RCP	STORM SEWER MAIN
T	TELEPHONE LINE
W 12" PVC	WATER MAIN



VICINITY MAP
NOT TO SCALE

PREPARED BY: NORTHSTAR ENGINEERING AND SURVEYING, INC.

PREPARED UNDER THE DIRECT SUPERVISION OF
MICHAEL LELAND CUPPY, PROFESSIONAL LAND SURVEYOR
COLORADO REGISTRATION NO. 38485
FOR AND ON BEHALF OF NORTHSTAR ENGINEERING & SURVEYING, INC.

SUBDIVIDER: NORTH VISTA PUEBLO LAND INVESTMENT LLC
A COLORADO LIMITED LIABILITY COMPANY

ENGINEERS AND SURVEYORS: NORTHSTAR ENGINEERING AND SURVEYING, INC.
111 E. 5TH STREET
PUEBLO, COLORADO

MAY 06, 2024

JN 1700930

SHEET 1 OF 1

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Regina Maestri
City Council Representative

city of PUEBLO colorado
Planning & Zoning Commission

Christopher Pasternak
Alexandra Aznar
Elizabeth Bailey
Cheryl Spinuzzi

MINUTES OF REGULAR MEETING

City of Pueblo, Colorado
Wednesday October 9, 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, Chris Pasternak, Cheryl Spinuzzi.

Commissioners Absent: Regina Maestri

Staff Members Present: David Wyatt, Assistant City Attorney, Beritt Odom, Principal Planner, Wade Broadhead, Senior Planner, Cindy Capritta, Land Use Tech. Andrew Hayes, Director of Public Works, Melanie Turner, Traffic Engineer, Joe Martellaro, Associate Engineer II, and Noah Stamm, Drainage Engineer.

Staff Members Absent: Scott Hobson, Acting Director of Planning and Community Development.

Approval of the Agenda: Bailey motioned to move Z-22-10 and S-23-07 to the November 13, 2024, meeting approve the agenda as amended, seconded by Avalos,

Motion Passed: 6-0

Public Meeting Agenda:

Public Hearings:

7. S-24-05 Subdivision: North Vista Highlands Filing No 13, Subdivision of 23.61 acres into 100 single family residential lots and three parcels. Generally located south of Home of Heroes, west of Cedarweed Blvd. Staff report by Wade Broadhead, Sr. Planner.

Hearing: Applicants Michael Cuppy, North Star Engineering and Surveying and David Resnick, North Vista Pueblo Land Investment, LLC were sworn in and spoke in support of the application. Being sworn in and speaking in opposition were Thomas Wrona, Harvey Wade, Jacqueline Helzer, John Roth, Jeffrey Tranel, Susan Musso Neugebauer, Scott Epstein, and John Millca.. Andrew Hayes, Director of Public Works and Melanie Turner, Traffic Engineer presented information and answered questions

Commission Action: Bailey moved to recommend the application to City Council seconded by Pasternak.

Motion Passed: 5-1 (Avalos)

city of PUEBLO colorado

DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

TO: Beritt Odom, Principal Planner

CC: Michelle Cruz, Administrative Technician
Subdivision File

FROM: Joe Martellaro, Associate Engineer II

SUBJECT: S-24-02 North Vista Highlands, Filing No. 10
S-24-03 North Vista Highlands, Filing No. 11
S-24-04 North Vista Highlands, Filing No. 12
S-24-05 North Vista Highlands, Filing No. 13

DATE: October 2, 2024

Please place the above referenced submittals on the City Council Agenda.

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Regina Maestri
City Council Representative

city of PUEBLO colorado
Planning & Zoning Commission

Christopher Pasternak

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

S-24-05

TO:	City of Pueblo, Planning and Zoning Commission
FROM:	Wade Broadhead, Sr. Planner
THROUGH:	Scott Hobson, Acting Director of Planning and Community Development
DATE:	October 9, 2024
SUBJECT:	North Vista Highlands, Filing No. 13
APPLICANT:	Michael Cuppy, NorthStar Engineering and Surveying
PROPERTY OWNER:	David Resnick, North Vista Pueblo Land Investment, LLC
LOCATION:	Generally located west of Cedarweed Blvd. and south of the future western extension of Home of Heroes Parkway.
EXISTING ZONE:	PUD, North Vista
CONCURRENT REQUESTS:	S-24-02, North Vista Highlands, Filing No. 10 S-24-03, North Vista Highlands, Filing No. 11 S-24-04, North Vista Highlands, Filing No. 12

REQUEST:
The applicant is requesting to subdivide 23.61-acres into single-family residential lots, drainage and detention parcels, open space, park, and future development parcels.

STAFF REVIEW AND FINDINGS:

The subject property is located directly west of North Vista Highlands, Filing No. 10, directly north of North Vista Highlands Filing 11 and immediately south of the future right of way of Home of Heroes Parkway. The proposed subdivision divides the property into 100 single-family residential lots and three parcels reserved for drainage, pedestrian, trail, landscape, and open space. According to the PUD Development Guide all parcels will be owned, developed and maintained by the North Vista Highlands Metropolitan District, (Section 7, Parks and Open Space). Parcels A is reserved for a drainage, detention, and open space parcel and dedicated to the City as a drainage easement. Parcels B and C are dedicated for pedestrian, trail, landscaping purposes and maintained by the owner. The applicant wishes to include 40-percent of the total area of Parcels A, B, C, as park dedication. The PUD allows for 40-percent dedication of improved arroyos to count towards the required park dedication, Section 7.7.3.4. The PUD Development Guide does not address landscaped trails and their relationship with the required park dedication. Staff does not oppose 40-percent of the parcel area being counted towards parks; however, there is nothing that expressly allows or prevents them from counting open space with trails and landscaping as parks. Planning required a trail plan to be submitted with Part I of the subdivision filing, that shows the general location of the trail improvements, general location of irrigated trees and/or shrubs, and native seed areas; and a statement that the open space landscaping and trail improvements will be constructed prior to the first Certificate of Occupancy within the related development phase. The Planning Department is requiring a trail plan to be submitted with Part I of the subdivision filing, that shows the general location of the trail improvements, irrigated trees and/or shrubs, and native seed areas; and a statement that the open space

landscaping and trail improvements will be constructed prior to the 50th Certificate of Occupancy within the related development phase and or subdivision filing.

The proposed single-family residential lots meet the minimum 3,600 sq. ft. minimum area. The lots vary in size between approximately 4,400 sq. ft. and 9,764 sq. ft., with varying lot widths. The North Vista PUD requires lots with widths between 36-59 feet to have 20-foot front-yard setback, lots with widths between 60-75 feet are required to have a 25-foot front-yard setback; and lot widths greater than 75-feet to have a 30-foot setback. Blocks 2, 3, and 4 have relatively uniform lot width and sizes, but Block 1 and 5 have include varying lot widths, which may result in varying setbacks, creating an irregular appearance from the street.

The North Vista PUD Development Guide includes extensive regulations and guidance for Park dedication to ensure that 7.5 acres of park is provided for each 1,000 residents. The PUD requires the subdivider to dedicate .0075 acres of land as District Park and .015 acres as Neighborhood Park with each residential subdivision (Section 7.7.2.3, North Vista Master Plan, Planned Unit development, First Amendment). The PUD identifies Planning Areas 1, 5, and 7 as the locations for future District Park development and requires the subdivider "to clearly indicate on each plat the number of acres for each site and the total acreage proposed for each park or open space dedication within the project" (Section 7.7.3.1 North Vista Master Plan, Planned Unit development, First Amendment). North Vista Highlands, Filing No. 13 will dedicate .76 acres of District Park in Planning Area 2. The North Vista PUD does not state when the District Parks must be subdivided and developed, which carries inherent uncertainty. The proposed neighborhood open space and landscaped area with trail in filing #13 equals 3.10 acres of dedicated park area and thus exceeds the 1.50 acres of required park area.

APPLICABLE REGULATIONS:
Sec. 17-4-1 through 6 of the Pueblo Municipal Code (PMC) concerning zone district 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.

ANALYSIS:
The proposed Subdivision conforms with the applicable Municipal Codes.

RECOMMENDED MOTION: The Subdivision Review Committee recommends the Planning and Zoning Commission forward a recommendation the requested Subdivision be **APPROVED** with the following noted:

Requests for Modifications to Requirements:	NorthStar Engineering submitted a request for modifications letter, May 6, 2024, Michael Cuppy, PE., PLS. requesting; however their request was to modify provisions of the PUD Development Guide, which is not applicable to subdivision, as allowed by Section 12-4-10 of the Pueblo Municipal Code.
Request for Deferred Filings	Request for Deferred Filings: The Subdivision Review Committee has no objection to the Request for Deferred Filings, SRC Memo, October 2, 2024.
Plat Deficiencies:	Not Applicable
Conditions of Approval: (Unless otherwise noted, all conditions of approval must be	• Amend the Trail and Park Plan title to include the names of the Subdivisions that are included in the plan, similar to the following: • North Vista Filings, 10, 11, 12, and 13, Trail and Park Plan

completed prior to the case being scheduled for City Council hearing.)	

PLANNING AND COMMUNITY DEVELOPMENT COMMENTS

CHARACTER AND COMPATIBILITY:

- **Site Character:**
  The subject property is unimproved.

- **Neighborhood Compatibility:**

North	North Vista PUD, North Vista, Highlands, Parcel "S' North Vista Highlands Filing #7
East	North Vista PUD, North Vista, Highlands, Filing No. 10, unimproved subdivision dedicated for residential and parks.
South	North Vista PUD, North Vista, Highlands, Filing No. 11, unimproved subdivision dedicated for residential and parks.
West	North Vista PUD, North Vista Highlands Parcel "M", Parcel #E, Filing #7, unimproved.

- **Comprehensive Plan Compliance:**
  The project site is designated by the Pueblo Regional Comprehensive Plan as "Suburban Neighborhood." Suburban Neighborhoods are predominantly single-family detached and attached homes on similarly sized lots and future development should accommodates a similar mix of lot sizes and housing types. Additionally, pedestrian and bicycle connectivity should be provided within and between neighborhoods.

  The proposed North Vista Highlands, Filing No. 13, creates approximately 100 single-family residential lots, and parcels for drainage and open space. The proposed development includes provisions for trails linking residences to the neighborhood park and the surrounding neighborhoods. The proposed subdivision is consistent with the PUD Development Guide and the Pueblo Regional Comprehensive Plan.

ABILITY TO COMPLY WITH THE ZONE DISTRICT REGULATIONS:

- **Minimum lot size and width:**
  - The proposed 100 single-family lots meet the minimum 36-foot lot width with all lots being greater than 50-feet in width.
  - All lots are greater than the minimum 3,600 square feet.

REFERRAL AGENCIES AND COMMENTS:

- City Public Works-Comments addressed
- City Transportation-Comments addressed

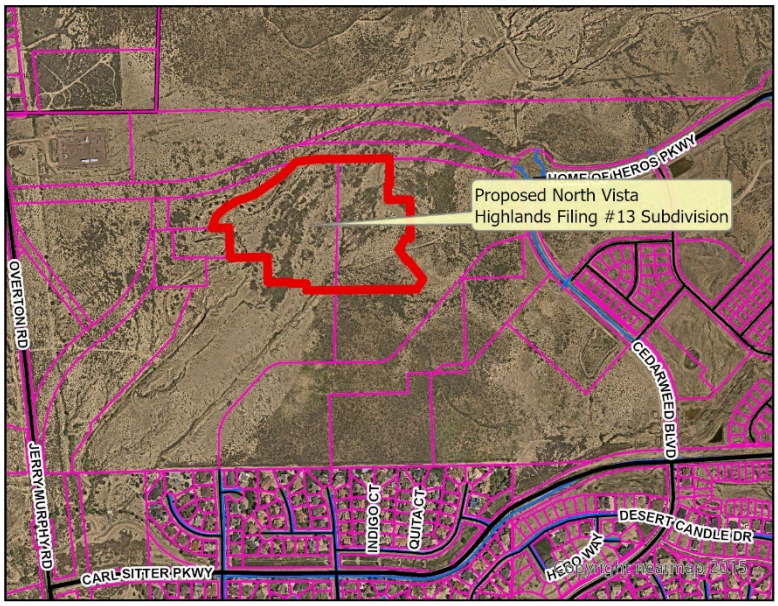
- City Law Department-No comment
- Pueblo Regional Building Department-No comment
- City Fire Department- No Comment
- Pueblo Board of Water Works- No comment
- City Wastewater- No Comment
- City Stormwater No Comment
- City Parks and Recreation Department
- City GIS-No Comment
- Xcel Energy-No Comment
- Black Hills Energy-No comment
- CDOT-No comment

ATTACHMENTS:

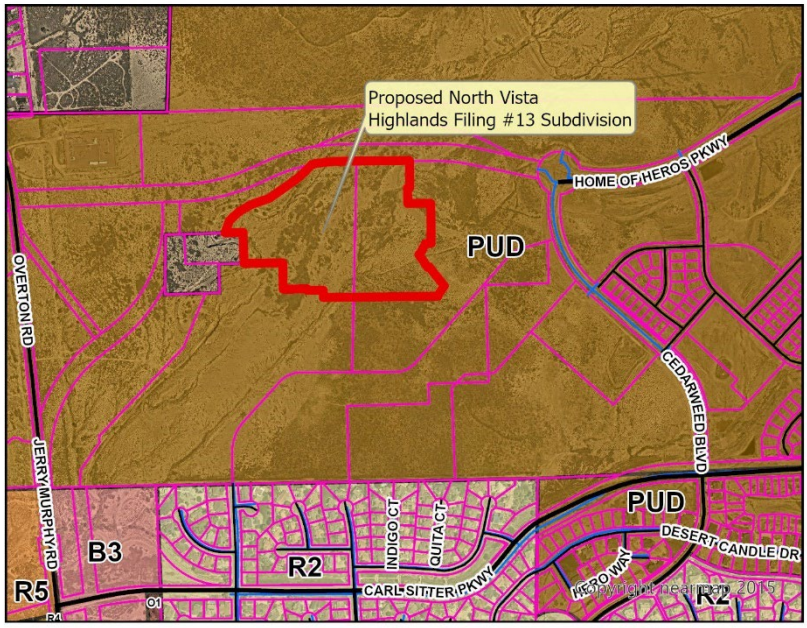
A. Aerial Photograph
B. Zoning Map
C. Comprehensive Plan Map
D. Site Photographs
E. SRC Memo October 2, 2024
F. Plat
G. Subdivision Application

I.

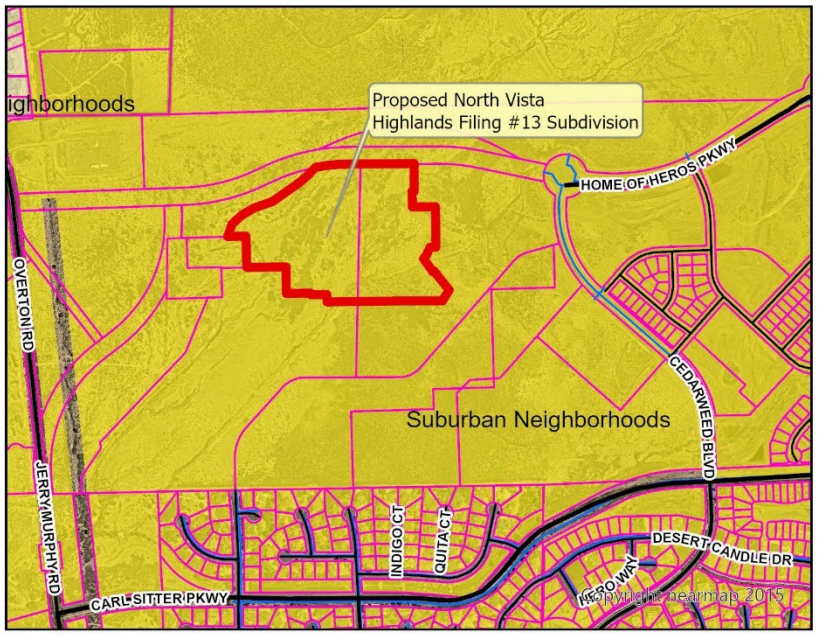
ATTACHMENTS:



A. Aerial Photograph



B. Zoning Map



C. Comprehensive Plan

Attachment D. Site Photos



North Vista Highlands, Filing No. 13, looking northwest from Cedarweed Blvd



North Vista Highlands, Filing No. 13, looking northwest from Cedarweed Blvd

city of PUEBLO colorado
Planning & Community Development
211 East D Street | Pueblo, Colorado 81003 | Tel 719-553-2259 | Fax 719-553-2359 | TTY 719-553-2611 | www.pueblo.us

Planning & Zoning Application

Please type or print clearly. Illegible applications will not be accepted. Case #: _____

Contact Info

Property Owner		**Applicant**	
Name: David Resnick		Name:	
Company: North Vista Pueblo Land Investment, LLC		Company:	
Address: 3819 Broadview Pl Castle Rock, CO	Zip: 80109	Address:	Zip:
Phone: (619) 838-8855		Phone: ( )	
Email: djresnick@gmail.com		Email:	
Engineer		**Surveyor**	
Name: Michael Cuppy		Name:	
Company: NorthStar Engineering and Surveying, Inc.		Company:	
Address: 111 E. 5th St.	Zip: 81003	Address:	Zip:
Phone: (719) 544-6823		Phone: ( )	
Email: mcuppy@northstar-co.com		Email:	

The applicant will be the primary contact unless otherwise noted.

Property Info

Project Location: (address or general description) South of future Home of Heroes, West of Cedarweed Blvd., East of Overton Rd. North Vista Highlands Planning Area 2

Parcel No(s): 407102010, 407102011, 407102012

Existing Zone: | Proposed Zone (if applicable):

PUD Name (if applicable): North Vista Highlands

Project Scope

Project Name: North Vista Highlands, Filing No. 13

- ☐ Rearrangement of Property Boundaries:
  - # of existing lots: _____ Total acres: _____
- ☐ Overall Development Plan
- ☐ Site Plan Review: Building area: _____sf
  - ○ HARP ○ Development Plan ○ PUD ○ Student Housing
- ☐ Special Area Plan
- ☐ Street Name Change: Existing Name: _____ Proposed Name: _____
- ☒ Subdivision: # of lots: 101 Lots 3 Parcels Total acres: 23.61 ac
- ☐ Text Amendment
- ☐ Vacation: ○ Street ○ Alley ○ Easement ○ Other: _____
- ☐ Other: _____

(Continue Next Page)

(Continued from previous page)

Project Information

Provide a brief description of the proposed request:
Resubdivision of existing "future development" parcels into single family residential lots

What is the total acreage included in the project? 23.61 ac

What is the proposed use of the property?

❑ Commercial ❑ Multi-family ☒ Residential ❑ Industrial ❑ Other

Are there any other pending or recently approved Land Use applications regarding this property? ❑ Yes ☒ No

If yes, please list:

Attachments

Attachment Checklist

The following list of attachments are required to accompany all applications:

- ❑ A. CD with DWF and DWG (Autocad) file of all plans and drawings & a PDF of all documents submitted.
- ❑ B. Pueblo County Assessor's Property Information print out (www.co.pueblo.co.us)
- ❑ C. Additional information as required by the **P&Z Submittal Requirements Sheet.**

Terms

By signing below, the Property Owner and Applicant are representing that each understands and agrees to the following terms:

1. Authorized personnel from the City of Pueblo, are hereby granted the right to enter the subject property for the purposes of reviewing and processing the application, including Certificate of Occupancy Inspections.
2. There are no known hazards or vicious animals present on the subject property.
3. All information contained in this application, is true and accurate to the best of my knowledge.
4. The City of Pueblo is under no obligation to approve the request contained in this application. No promises of approval are conveyed with the acceptance of this application.
5. It is highly recommended that a licensed surveyor complete a property survey before any construction takes place. The property owner is responsible for any construction that takes place within the boundaries of their property. The city may require any construction built outside of the property legal boundaries or within any setbacks (by intent or error), to be removed at the owners' expense.

Signatures

Property Owner

Print Name:	David Resnick	
Signature:	David Resnick	Date: April 30, 2024

Applicant, if different from Property Owner

Print Name:		
Signature:		Date:

Office Use Only

Zoning Compliance (Completed by City Staff)

Application checked for completeness by:	Date:	Fee Paid:

CERTIFICATION OF NOTICE GIVEN TO OWNERS OF MINERAL ESTATE

The undersigned having filed an application for development with the City of Pueblo, Colorado, which application is described as North Vista Highlands, Filing No. 13

does hereby certify that (check appropriate box):

☒ the surface estate and mineral estate in the property which is the subject of the application for development have not been severed; or

☐ the surface estate and mineral estate in the property which is the subject of the application for development have been severed and the undersigned has timely given all required notices to the mineral estate owner and to the City of Pueblo in compliance with Section 24-65.5-101 et seq., C.R.S.

Signed at Pueblo, Colorado, this _____ day of April 30, 2024, _____.

APPLICANT:

Name: North Vista Pueblo Land Investment, LLC, a Colorado Limited Liability Company

By: David Resnick

Title: Manager

DPW 113
02/06/02

REQUEST FOR DEFERRED FILINGS

As Subdivider of North Vista Highlands, Filing No. 13, the undersigned Subdivider hereby requests that the detail plans and profiles for streets, sanitary sewers, storm sewers and other drainage facilities, off site easements and covenants, if any, subdivision improvements agreement, and other documents and information which may be required by the City Staff or the Planning and Zoning Commission described in the attached Exhibit "A" (the Deferred Filings) be deferred for up to one year after the date the subdivision plat is conditionally approved by ordinance adopted by the City Council.

Subdivider understands and agrees that if a complete set of such Deferred Filings are for any reason not filed with and approved by the Director of Public Works within said one year period, or within any extended period granted by resolution of the City Council, the ordinance conditionally approving the final subdivision plat shall automatically be rescinded and repealed thirty (30) days after having received written notice of such recession and repeal.

Subdivider further understands and agrees that no final subdivision plat of a subdivision shall be recorded in the office of the Pueblo County Clerk and Recorder and no building permit shall be issued for any structure or building within this subdivision until all information, documents, drawings, profiles, and plats required by Chapter 4 of Title XII of the 1971 Code of Ordinances with respect to this subdivision, including without limitation Deferred Filings, have been timely filed and approved by the Director of Public Works.

Subdivider: North Vista Pueblo Land Investment, LLC, a Colorado Limited Liability Company

By: _____
David Resnick, Manager

Date: April 30, 2024

Accepted this _____ day of _____, _____.

_____
Director of Public Works

DPW 106
12/03/98

EXHIBIT “A”

DEFERRED FILINGS

X Construction plans, profile and details of streets, sanitary sewers, storm sewers, drainage facilities.

____ Offsite easements, on City approved forms, signed by the property owner.

____ Covenants, on City approved forms, pertaining to the maintenance of sanitary sewer, storm sewer, landscaping and drainage facilities on private property, signed by the property owner.

X Subdivision improvements agreement with Exhibit “A” and “B” and addendums.

X Final drainage report including all items listed in the “Final Drainage Report Checklist”.

____ Environmental report (if required).

____ Written approval by the Pueblo Regional Building Department of any proposed private sanitary sewer system.

X Soils report with “R” values for pavement design.

____ Copy of CDOT access permit, signed by the subdivider.

NORTH VISTA HIGHLANDS, FILING NO. 13

A RESUBDIVISION OF PARCEL F OF NORTH VISTA HIGHLANDS, FILING NO. 10
LOCATED IN THE NE 1/4 OF SECTION 7, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M.
IN THE COUNTY OF PUEBLO, STATE OF COLORADO

– DEDICATION –

KNOW ALL MEN BY THESE PRESENTS: That NORTH VISTA PUEBLO LAND INVESTMENT, LLC, a Colorado Limited Liability Company being the sole owner of the following property:

A Re–subdivision of Parcel "F", in North Vista Highlands, Filing No. 10, according to the recorded plat thereof as filed for record on _____ __, 20__ at Reception No. _____ in the Pueblo County Records.

Containing 23.610 acres, more or less

Have caused the aforegoing described property to be surveyed, platted and subdivided into lots, blocks, parcels, the same to be numbered, platted, subdivided, dimensioned as shown on the annexed plat, for the purpose of creating a subdivision to be known as NORTH VISTA HIGHLANDS, FILING NO. 13.

Parcel A is hereby reserved for draiange, detention, and open space to be owned and maintained by the owner of said parcel subject to the terms and conditions of the Stormwater Facility Maintenance Agreement referenced hereon. Parcel A in its entirety, is hereby dedicated to the City as a drainage easement.

Parcels B and C are hereby reserved for pedestrian, trail, landscape, and open space to be owned and maintained by the owner of said parcel or any subsequent owner(s).

Drainage facilities located within drainage or detention easements shown hereon shall be installed, repaired, and maintained in good working order and condition by the owner(s) of the lots or parcels upon which the easements are located. The City of Pueblo is hereby granted the right but not the obligation in its discretion to maintain, repair, or replace the drainage facilities within such easements and to recover the costs thereof, plus administrative expenses from said owner(s). All drainage easements shall be further subject to the Stormwater Facility Maintenance Agreement dated _____ and filed contemporaneously with the annexed plat.

Streets, curbs & gutters, and sidewalks located within ingress/egress or access easements shown hereon shall be installed, repaired, and maintained in good working order and condition by the owners of all Lots within the subdivision, subject to the terms and conditions of the Declaration of Covenants referenced hereon.

All of the property shown on this plat is subject to the terms and conditions defined and described in the Declaration of Covenants, dated July 13, 2021, and recorded in the Pueblo County Records at Reception No. 2234574

IN WITNESS WHEREOF, David Resnick, the Manager of NORTH VISTA PUEBLO LAND INVESTMENT, LLC , a Colorado Limited Liability Company, sets his hand and seal this _____, day of _____, _____ A.D.:

NORTH VISTA PUEBLO LAND INVESTMENT, LLC
a Colorado Limited Liability Company

_____
David Resnick, Manager
NORTH VISTA PUEBLO LAND INVESTMENT, LLC

STATE OF _____)
)SS
COUNTY OF_____)

I,_____, a Notary Public in and for the County of _____, State of _____, do hereby certify that David Resnick, the Manager of NORTH VISTA PUEBLO LAND INVESTMENT, LLC, who is personally known to me to be the identical person who signed the aforegoing dedication, appeared before me this day in person and acknowledged the execution thereof to be his free and voluntary act for the uses and purposes therein set forth as the deed of said Company.

WITNESS my hand and notarial seal this _____, day of_____, _____ A.D.:

My Commission Expires:
Address:

_____ _____
Notary Public *Date*

The Owner executing this plat confirms that the property subject to this plat is also subject to the Declaration of Covenants, Conditions and Restrictions for North Vista Highlands recorded in the real property records of Pueblo County on February 14, 2019, at Reception No. 2130861, as amended and supplemented of record. The Owner affirms and ratifies the terms, covenants, conditions and restrictions of that Declaration, as amended and supplemented of record.

Consent to this Plat by Successor Founder

The undersigned, as Successor Founder (also sometimes known and referred to as the Founder) under the Declaration recorded in the real property records of Pueblo County on February 14, 2019, at Reception No. 2130861, as amended and supplemented of record, has the right to approve this plat, which right is exercised by the Successor Founder by signature below.

Jevin Investments, Inc., David Resnick, President

By:_____
David Resnick, President

STATE OF _____)
)SS
COUNTY OF_____)

Subscribed and sworn to before me by _____ , as President of Jevin Investments, Inc., on this _____ , day of _____ , 20____A.D.:

WITNESS my hand and notarial seal this _____ , day of _____ , 20 _____ A.D.:

My Commission Expires:
Address:

_____ _____
Notary Public *Date*

– SURVEYOR'S CERTIFICATION –

This is to certify that we have prepared the annexed plat and that it complies with the minimum standards for Land Survey Plats as set forth in Section 38–51–106 Et. Seq., C.R.S. 1994 (as amended). We have performed the accompanying survey and it was conducted by me or under my responsible charge. All lines and dimensions are correctly shown hereon to the best of my knowledge and belief.

Date: _____

NORTHSTAR ENGINEERING AND SURVEYING, INC.
111 E. 5th Street
Pueblo, CO 81003

By: _____
Michael Leland Cuppy,
Colorado Registered Professional
Land Surveyor No. 38485

For and on Behalf of
NorthStar Engineering and Surveying, Inc.

– IMPROVEMENT CERTIFICATION –

This is to certify that the Subdivider has complied with Alternate No. 4 of Section 12–4–7(J) (1) and with Section 12–4–5 (b), of the 1971 Code of Ordinances, City of Pueblo, County of Pueblo, State of Colorado.

_____ _____
Director of Public Works *Date*

– PLANNING COMMISSION CERTIFICATION –

This is to certify that this subdivision was approved by the Planning Commission of the City of Pueblo, County of Pueblo, State of Colorado.

_____ _____
Chairperson Planning Commission *Date*

– NOTICE –

NOTICE is hereby given that acceptance of this platted subdivision by the City of Pueblo, does not constitute an acceptance of the dedicated public roads, park, and other public improvements for maintenance by the City. Until such dedicated public roads and other parks and public improvements meet the requirements, standards, and specifications, of the City, its subdivision ordinance, and where appropriate, its Park's Department specifications, and such are specifically approved and accepted in writing by the City Director of Public Works and where applicable, the City Director of Parks and Recreation, the maintenance, construction and all other matters pertaining to or affecting said dedicated public roads, parks and other public improvements and rights–of–way are the sole responsibility of the Subdivider or any subsequent owner(s) of the land within this subdivision. City does not accept the private roads, easements and facilities dedicated hereon, nor shall the City be obligated to maintain, construct or repair such private roads, easements, and facilities.

– APPROVAL FOR RECORDING –

Approved by City Council of Pueblo, Colorado, by Ordinance No. _____.

This is to certify that the plat of NORTH VISTA HIGHLANDS, FILING NO. 13 has been approved for recording in the office of the Pueblo County Clerk and Recorder of Pueblo County, Colorado.

_____ _____
City Clerk *Date*

NORTH VISTA Planned PUD Units	
Planning Area 2:	*625 Units Total*
North Vista Highlands, Filing No. 10	*(113) Units*
North Vista Highlands, Filing No. 11	*(105) Units*
North Vista Highlands, Filing No. 12	*(124) Units*
North Vista Highlands, Filing No. 13	*(101) Units*
Planning Area 2 balance:	*182 Units Remaining*

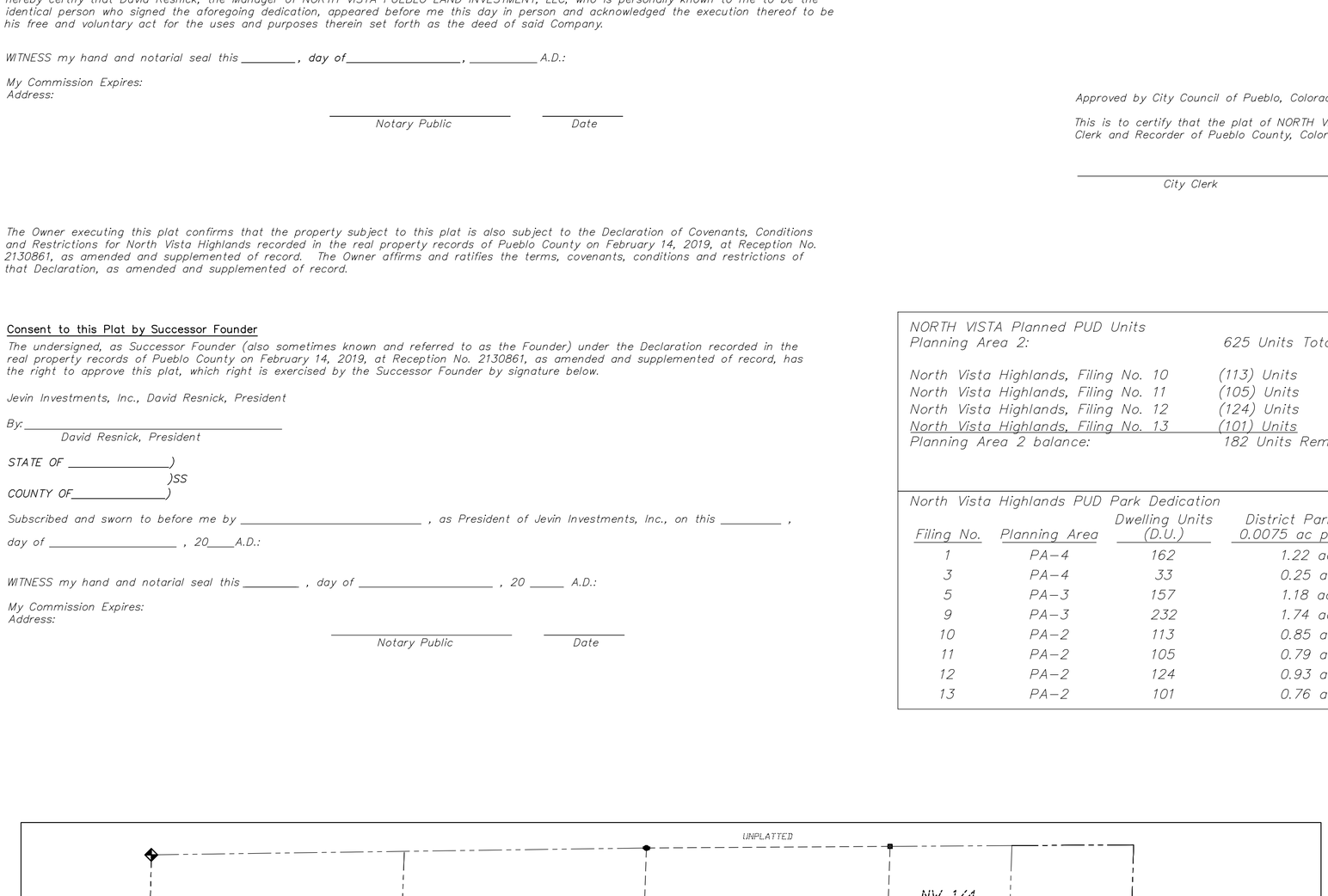
CURRENT NORTH VISTA PUD Park Dedication in Planning Area 2:

North Vista Highlands, Filing No. 13:
Neighborhood/Pocket Park Dedication
Parcels A, B, and C (Open space with landscape and trail):
7.76 acres x 40% = 3.10 acres

TOTAL PARK DEDICATION: 3.10 acres

North Vista Highlands PUD Park Dedication

Filing No.	Planning Area	Dwelling Units (D.U.)	District Park Req. 0.0075 ac per D.U.	Neighborhood Park Req. 0.015 ac per D.U.	District Park Ded.	Neighborhood Park Ded.	Open Space & Trails Ded.
1	PA–4	162	1.22 ac	2.44 ac	1.22 ac (PA–1)	4.46 ac	–
3	PA–4	33	0.25 ac	0.50 ac	0.25 ac (PA–7)	–	–
5	PA–3	157	1.18 ac	2.36 ac	1.18 ac (PA–1)	3.50 ac	3.86 ac
9	PA–3	232	1.74 ac	3.48 ac	1.74 ac (PA–1)	0.83 ac	–
10	PA–2	113	0.85 ac	1.70 ac	0.85 ac (PA–1)	1.73 ac	0.65 ac
11	PA–2	105	0.79 ac	1.58 ac	0.79 ac (PA–1)	1.53 ac	3.30 ac
12	PA–2	124	0.93 ac	1.86 ac	0.93 ac (PA–1)	0.17 ac	5.75 ac
13	PA–2	101	0.76 ac	1.51 ac	0.76 ac (PA–1)	–	3.10 ac


UNPLATTED
NW 1/4 NW 1/4 UNPLATTED
NE 1/4 NE 1/4 UNPLATTED
NW 1/4 NE 1/4 UNPLATTED
E 1/2 NE 1/4 UNPLATTED
NW 1/4 SE 1/4 UNPLATTED
SW 1/4 UNPLATTED
E 1/2 SE 1/4 UNPLATTED
PARCEL "S"
NORTH VISTA HIGHLANDS, FILING NO. 7
FOUNTAIN LAKE SUBSTATION RECEPTION NO. 2257565 LOT 1, BLOCK 1
PARCEL "A"
PARCEL "B"
PARCEL "C"
PARCEL "D"
PARCEL "E"
PARCEL "F"
PARCEL "G"
PARCEL "H"
PARCEL "I"
PARCEL "J"
PARCEL "K"
PARCEL "L"
PARCEL "M"
PARCEL "N"
PARCEL "O"
PARCEL "P"
PARCEL "Q"
PARCEL "R"
PARCEL "S"
PARCEL "T"
PARCEL "U"
PARCEL "V"
PARCEL "W"
PARCEL "X"
PARCEL "Y" NORTH VISTA HIGHLANDS, FILING NO. 10
PARCEL "A" NORTH VISTA HIGHLANDS, FILING NO. 12
PARCEL "B" NORTH VISTA HIGHLANDS, FILING NO. 4 RECEPTION NO. 2257458
PARCEL "B" RECEPTION NO. 2257460
EXCEPTION RECEPTION NO. 2257460
LOT 1 BLOCK 2 NORTH VISTA HIGHLANDS FILING NO. 2
LOT 1 BLOCK 3 NORTH VISTA HIGHLANDS FILING NO. 3
LOT 1 BLOCK 4 NORTH VISTA HIGHLANDS FILING NO. 4
PARCEL "C" NORTH VISTA HIGHLANDS FILING NO. 10
PARCEL "D" NORTH VISTA HIGHLANDS FILING NO. 10
PARCEL "E" NORTH VISTA HIGHLANDS FILING NO. 10
PARCEL "F" NORTH VISTA HIGHLANDS FILING NO. 10
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NORTH VISTA HIGHLANDS, FILING NO. 13

A RESUBDIVISION OF PARCEL F OF NORTH VISTA HIGHLANDS, FILING NO. 10
LOCATED IN THE NE 1/4 OF SECTION 7, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M.
IN THE COUNTY OF PUEBLO, STATE OF COLORADO

PARCEL "S" NORTH VISTA HIGHLANDS, FILING NO. 7

PARCEL "R" NORTH VISTA HIGHLANDS, FILING NO. 7

HOME OF HEROES PARKWAY (120' PUBLIC DEDICATED R.O.W.)

PARCEL "M" NORTH VISTA HIGHLANDS, FILING NO. 7

STATE PLANE COORDINATES
NORTHING 1607055.8643
EASTING 3259823.3028

STATE PLANE COORDINATES
NORTHING 1607055.8643
EASTING 3260279.6289

N90°00'00"E 456.33'

R=1240.00' D=10°25'20" L=225.56'

N44°16'13"E 73.64'

N49°18'12"E 78.98'

N55°30'37"E 226.04'

N71°09'20"E 138.25'

N60°01'51"E 95.78'

N47°52'36"E 90.35'

N19°59'32"E 91.60'

N88°52'33"E 125.77'

N01°07'27"W 215.92'

N90°00'00"E 270.65'

PARCEL "A"
OPEN SPACE
238,084 SF

PARCEL "B" 224.99' 7,249 SF

PARCEL "C"
OPEN SPACE
90,711 SF

PARCEL "E" NORTH VISTA HIGHLANDS, FILING NO. 11

DRAINAGE & DETENTION EASEMENT (ALL OF PARCEL "A")

DRAINAGE & DETENTION EASEMENT (ALL OF PARCEL "A")

BLOCK 1 — BLOCK 2 — BLOCK 3 — BLOCK 4 — BLOCK 5 — BLOCK 7

CASTOR DRIVE — DUNTON DRIVE — SMUGGLER COURT — EMPIRE DRIVE — TELLURIDE DRIVE — COPPER ROCK DRIVE

COLUMBIA AVENUE — ORIENTAL AVENUE — LAFAYETTE AVENUE

NOT A PART OF MOUNTAIN VIEW ESTATES

LEGEND

○	SET NO. 4 REBAR w/ YELLOW PLASTIC CAP, PLS 38485
▲	FOUND MONUMENT BOX
△	MONUMENT TO BE ESTABLISHED TO MEET CITY OF PUEBLO REQUIREMENTS
P.O.B.	POINT OF BEGINNING
P.U.E.	PUBLIC UTILITY EASEMENT
D.E.	DRAINAGE EASEMENT
S.S.E.	SANITARY SEWER EASEMENT
W.E.	WATER EASEMENT
SF	SQUARE FEET
(R)	RADIAL
(P)	PLAT
(M)	MEASURED
R.O.W.	RIGHT OF WAY

SCALE: 1" = 60'

0 30' 60' 120'

BASIS OF BEARINGS

EAST LINE OF THE NE 1/4 OF SECTION 8, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M.

TO BEAR N. 01°25'55" E.

STATE PLANE COORDINATES
NORTHING 1606350.6147
EASTING 3259389.8823

STATE PLANE COORDINATES
NORTHING 1606107.8643
EASTING 3260469.8823

NORTH VISTA HIGHLANDS, FILING NO. 11

PREPARED BY: NORTHSTAR ENGINEERING AND SURVEYING, INC.

JN 1700930

NORTH VISTA HIGHLANDS, FILING NO. 13

A RESUBDIVISION OF PARCEL F OF NORTH VISTA HIGHLANDS, FILING NO. 10
LOCATED IN THE NE 1/4 OF SECTION 7, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M.
IN THE COUNTY OF PUEBLO, STATE OF COLORADO

PARCEL "S" NORTH VISTA HIGHLANDS, FILING NO. 7

PARCEL "R" NORTH VISTA HIGHLANDS, FILING NO. 7

HOME OF HEROES PARKWAY (120' PUBLIC DEDICATED R.O.W.)

PARCEL "M" NORTH VISTA HIGHLANDS, FILING NO. 7

PARCEL "A" OPEN SPACE

DRAINAGE & DETENTION EASEMENT (ALL OF PARCEL "A")

DRAINAGE & DETENTION EASEMENT (ALL OF PARCEL "A")

COLUMBIA AVENUE

ORIENTAL AVENUE

EXISTING ALLEY NOT A PART OF SUBDIVISION

NOT A PART

LAFAYETTE AVENUE

PARCEL "E" NORTH VISTA HIGHLANDS, FILING NO. 11

PARCEL "B"

PARCEL "A"

BLOCK 1 — LOTS 1–18

BLOCK 2 — LOTS 1–5

CASTOR DRIVE

BLOCK 1 — LOTS 12–16, LOTS 17–30

SMUGGLER COURT

DUNTON DRIVE

EMPIRE DRIVE

BLOCK 3 — LOTS 1–14

BLOCK 7 — LOTS 1–6

TELLURIDE DRIVE

BLOCK 4 — LOTS 20–26, LOTS 27–35

PARCEL "C" OPEN SPACE

BLOCK 6 — LOT 1

PARCEL "E"

BLOCK 4 — LOTS 1–19

COPPER ROCK DRIVE

PARCEL "D"

BLOCK 5 — LOTS 1–17

BLOCK 1 — LOTS 1–3

BLOCK 2 — LOTS 1–4

BLOCK 1 — LOTS 4–19

NORTH VISTA HIGHLANDS, FILING NO. 11

TELLURIDE DRIVE

LEGEND

○	SET NO. 4 REBAR w/ YELLOW PLASTIC CAP, PLS 38485
▲	FOUND MONUMENT BOX
△	MONUMENT TO BE ESTABLISHED TO MEET CITY OF PUEBLO REQUIREMENTS
P.O.B.	POINT OF BEGINNING
P.U.E.	PUBLIC UTILITY EASEMENT
D.E.	DRAINAGE EASEMENT
S.S.E.	SANITARY SEWER EASEMENT
W.E.	WATER EASEMENT
SF	SQUARE FEET
(R)	RADIAL
(P)	PLAT
(M)	MEASURED
R.O.W.	RIGHT OF WAY

SCALE: 1" = 60'

0 30' 60' 120'

BASIS OF BEARINGS

EAST LINE OF THE NE 1/4 OF SECTION 8, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M.

TO BEAR N. 01°25'55" E.

PREPARED BY: NORTHSTAR ENGINEERING AND SURVEYING, INC.

JN 1700930

SUPPLEMENTAL MAP OF:
NORTH VISTA HIGHLANDS, FILING NO. 13

A RESUBDIVISION OF PARCEL F OF NORTH VISTA HIGHLANDS, FILING NO. 10
LOCATED IN THE NE 1/4 OF SECTION 7, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M.
IN THE COUNTY OF PUEBLO, STATE OF COLORADO

SCALE: 1" = 80'
0 40' 80' 160'

BENCHMARK:

E 1/4 CORNER OF SECTION 8, TOWNSHIP 20 SOUTH, RANGE 64 WEST, OF THE 6TH P.M.
NAVD 88 Elevation = 5003.56

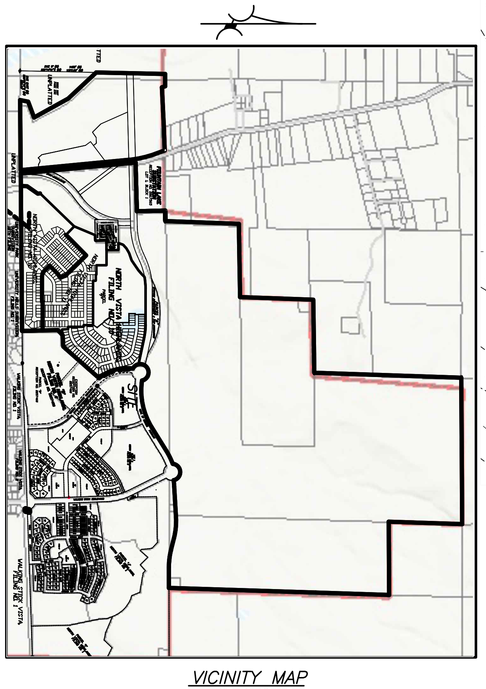
NOTES:

1.) FOR CORRECT LOT INFORMATION REFER TO SUBDIVISION PLAT.

2.) LOCATION OF UNDERGROUND UTILITIES SHOWN HEREON PER ON-SITE UTILITY LOCATES AND UTILITY COMPANY RECORDS. ABOVE GROUND EVIDENCE OF UTILITIES SHOWN HEREON BY ACTUAL ON-SITE FIELD LOCATION COMPLETED ON (04-26-2024).

LEGEND

○	SET NO. 4 REBAR w/ YELLOW PLASTIC CAP, PLS 38485
▲	FOUND MONUMENT BOX
△	MONUMENT TO BE ESTABLISHED TO MEET CITY OF PUEBLO REQUIREMENTS
P.O.B.	POINT OF BEGINNING
P.U.E.	PUBLIC UTILITY EASEMENT
D.E.	DRAINAGE EASEMENT
S.S.E.	SANITARY SEWER EASEMENT
W.E.	WATER EASEMENT
SF	SQUARE FEET
(R)	RADIAL
(P)	PLAT
(M)	MEASURED
R.O.W.	RIGHT OF WAY
PUD A-1	CURRENT ZONING
	GUY WIRE
	POWER POLE
	TELEPHONE PEDESTAL
	WATER VALVE
	GAS VALVE
S	SANITARY SEWER MANHOLE
ST	STORM SEWER MANHOLE
W	WATER MANHOLE
5000	EXISTING CONTOUR (5 FOOT)
5003	EXISTING CONTOUR (1 FOOT)
E	UNDERGROUND ELECTRIC LINE
FOL	FIBER OPTIC LINE
OHE	OVERHEAD POWER LINE
G 4" PED	GAS MAIN
SAN 8" PVC	SANITARY SEWER MAIN
STM 30" RCP	STORM SEWER MAIN
T	TELEPHONE LINE
W 12" PVC	WATER MAIN



VICINITY MAP
NOT TO SCALE

PREPARED BY: NORTHSTAR ENGINEERING AND SURVEYING, INC.

PREPARED UNDER THE DIRECT SUPERVISION OF
MICHAEL LELAND CUPPY, PROFESSIONAL LAND SURVEYOR
COLORADO REGISTRATION NO. 38485
FOR AND ON BEHALF OF NORTHSTAR ENGINEERING & SURVEYING, INC.

SUBDIVIDER: NORTH VISTA PUEBLO LAND INVESTMENT LLC
A COLORADO LIMITED LIABILITY COMPANY

ENGINEERS AND SURVEYORS: NORTHSTAR ENGINEERING AND SURVEYING, INC.
111 E. 5TH STREET
PUEBLO, COLORADO

MAY 06, 2024

JN 1700930

SHEET 1 OF 1

MEMORANDUM

To: Planning and Zoning Commission

From: Subdivision Review Committee

Date: October 2, 2024

Subject: S-24-03 North Vista Highlands, Filing No. 13 Subdivision

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S-24-02 North Vista Highlands, Filing No. 13: The Subdivision Review Committee recommends the Planning and Zoning Commission forward a recommendation that the requested Subdivision be **APPROVED** with the following noted:

Requests for Modifications to Requirements:	NorthStar Engineering submitted a request for modifications letter, May 6, 2024, Michael Cuppy, PE., PLS. requesting; however their request was to modify provisions of the PUD Development Guide, which is not applicable to subdivision, as allowed by Section 12-4-10 of the Pueblo Municipal Code.
Request for Deferred Filings	Request for Deferred Filings: The Subdivision Review Committee has no objection to the Request for Deferred Filings, SRC Memo, October 2, 2024.
Plat Deficiencies:	Not Applicable
Conditions of Approval: (Unless otherwise noted, all conditions of approval must be completed prior to the case being scheduled for City Council hearing.)	• Amend the Trail and Park Plan title to include the names of the Subdivisions that are included in the plan, similar to the following: • North Vista Filings, 10, 11, 12, and 13, Trail and Park Plan

September 23, 2024

The City Planning and Zoning Commission will hold a public hearing on a request from **David Resnick** for the approval of the following applications, generally located south of future Home of Heroes, West of Cedarweed Blvd, east of Overton Road.:

S-24-05 North Vista Highlands, Filing No. 13: Subdivision of 23.61 acres into 100 single family residential lots and three parcels.

The Planning and Zoning Commission meeting will be held on October 9, 2024, at 3:30 p.m., in City Council Chambers, 1 City Hall Place, Pueblo, CO. To view the meeting by Zoom: https://www.zoomgov.com/j/1603832441?pwd=oYGaUDZZfhYtMgcqpA7X0p2SJjWy3h.1 **Meeting ID: 160 383 2441, Passcode: 911780, Telephone: 1 669 254 5252 US (San Jose).** You are welcome to attend this public hearing, in person, to express your viewpoint concerning this proposal. To review the plans and staff report for the proposed application, please visit www.pueblo.us/PandZ and click on "Most Recent Agenda" no sooner than the Friday prior to the hearing. **Please contact the planner listed 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: S-24-05

CERTIFICATION

I hereby certify that I did this day cause written notice of the public hearing on the proposed final plat of the property commonly known as North Vista Highlands Filing NO 13 to be sent to the attached list of owners of the real property lying within three hundred (300) feet of the said property on which the final plat 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.

September 24, 2024
(Date)

PUEBLO PLANNING & ZONING COMMISSION

By Cindy Capitelli

Owner	OwnerStree	OwnerCity	OwnerStat	OwnerZip
COLALANCIA DONATO/COLALANCIA ANNA	1007 W ORMAN AVE	PUEBLO	CO	81004-1431
STARIKA STELLA/ STARIKA SHARON	13154 FABERGE PL	PALM BEACH GARD	FL	33418-5610
NORTH VISTA PUEBLO LAND INVESTMENT	3819 BROADVIEW PL	CASTLE ROCK	CO	80109-4507

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: October 15, 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 AGREEMENT AMENDING EMPLOYMENT AGREEMENT DATED OCTOBER 9, 2018 BETWEEN KEY STRUCTURES, LLC, A COLORADO LIMITED LIABILITY COMPANY AND THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, ACCEPTING AN IRREVOCABLE LETTER OF CREDIT FROM FIRSTBANK ON BEHALF OF KEY STRUCTURES, LLC IN THE AMOUNT OF $1,225,414.71, AND APPROVING A SUBORDINATION AGREEMENT BY AND BETWEEN KEY STRUCTURES, LLC, A COLORADO LIMITED LIABILITY COMPANY, ABODA PUEBLO, LLC, A COLORADO LIMITED LIABILITY COMPANY, THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE COLORADO HOUSING AND FINANCE AUTHORITY (CHFA)

SUMMARY:

Attached is an Ordinance approving an Agreement Amending Employment Agreement between the City of Pueblo and Key Structures, LLC, accepting a Letter of Credit in the amount of $1,225,414.71, and approving a Subordination Agreement by and between Key Structures, LLC, Aboda Pueblo, LLC, the City of Pueblo, and the Colorado Housing and Finance Authority.

PREVIOUS COUNCIL ACTION:

On October 9, 2018, by Resolution No. 14059, the City Council approved the Employment Agreement between the City of Pueblo, a Colorado Municipal Corporation and Key Structures, LLC relating to a job creating capital improvement project.

BACKGROUND:

On October 9, 2018, City Council approved an Employment Agreement with Key Structures, LLC. Pursuant to the Employment Agreement, Key Structures, LLC committed to (1) invest approximately $7,000,000 in fixed assets in a manufacturing facility located within the City's Airport Industrial Park and (2) employ not less than 125

full-time employees until October 2028. The Employment Agreement is secured with a Deed of Trust against Lots 54 and 55 of the Pueblo Memorial Airport Industrial Park Subdivision, commonly known as 319 Lockheed Street, Pueblo, Colorado 81001 (the "Property"). Key Structures is compliant with the Employment Agreement.

Key Structures desires to transfer its manufacturing business in Pueblo and the Property to Aboda Pueblo, LLC. Aboda Pueblo, LLC has secured a loan from the Colorado Housing and Finance Authority ("CHFA") to purchase the business and Property. CHFA will secure the loan with the Property and requires the subordination of the City's Deed of Trust to fund the loan. Key Structures, LLC has offered a Letter of Credit in return for the City's subordination of its Deed of Trust.

The Agreement Amending Employment Agreement adds Aboda Pueblo, LLC as a party to the Employment Agreement making it jointly and severally liable for any default of the Employment Agreement. The City will retain its Deed of Trust on the Property albeit in junior position to CHFA's Deed of Trust. The City will have, in addition to the Deed of Trust, the Letter of Credit to secure the Employment Agreement. Should Key Structures, LLC or Aboda Pueblo, LLC default on the Employment Agreement, the City can draw against the Letter of Credit for all amounts due and owing.

FINANCIAL IMPLICATIONS:

None.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

If this Ordinance is not approved, CHFA will not fund Aboda Pueblo, LLC's purchase of the business and Property.

RECOMMENDATION:

Approve the Ordinance.

ATTACHMENTS:

1. Employment Agreement dated October 9, 2018
2. Agreement Amending Employment Agreement
3. Subordination Agreement
4. Irrevocable Letter of Credit

ORDINANCE NO.

AN ORDINANCE APPROVING AN AGREEMENT AMENDING EMPLOYMENT AGREEMENT DATED OCTOBER 9, 2018 BETWEEN KEY STRUCTURES, LLC, A COLORADO LIMITED LIABILITY COMPANY AND THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, ACCEPTING AN IRREVOCABLE LETTER OF CREDIT FROM FIRSTBANK ON BEHALF OF KEY STRUCTURES, LLC IN THE AMOUNT OF $1,225,414.71, AND APPROVING A SUBORDINATION AGREEMENT BY AND BETWEEN KEY STRUCTURES, LLC, A COLORADO LIMITED LIABILITY COMPANY, ABODA PUEBLO, LLC, A COLORADO LIMITED LIABILITY COMPANY, THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE COLORADO HOUSING AND FINANCE AUTHORITY (CHFA)

WHEREAS, the City of Pueblo, a Colorado Municipal Corporation entered into an Employment Agreement with Key Structures, LLC, a Colorado limited liability company on October 9, 2018; and

WHEREAS, the City desires to amend the Employment Agreement; NOW, THEREFORE,

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

SECTION 1.

The Agreement Amending Employment Agreement, by and among Aboda Pueblo LLC, a Colorado limited liability company, Biltwise Structures, LLC, a Delaware limited liability company, Aboda Design, Inc., a Delaware corporation, Pueblo Modular, LLC, a Colorado limited liability company, Key Structures, LLC, a Colorado limited liability company, and the City of Pueblo, Colorado, a Colorado Municipal Corporation, a copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

The President of City Council is authorized to execute and deliver the Agreement Amending Employment Agreement and Subordination Agreement in the name 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 Amending Employment Agreement which are necessary or desirable to implement the transactions 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

AGREEMENT

THIS AGREEMENT is entered into this 9th day of October, 2018 by and between the City of Pueblo, a Colorado municipal corporation (the "City") and Key Structures, LLC, a Colorado limited liability company (the "Company"). The Company and the City are referred to collectively in this Agreement as the "Parties" and individually, without differentiation, each as a "Party."

WHEREAS, the Company has expressed a willingness to establish a manufacturing facility and business administration offices for the Company's factory-produced, pre-engineered building units business at the City's Airport Industrial Park, and in furtherance thereof has, through the Pueblo Economic Development Corporation ("PEDCO"), made application for funds from the City; and

WHEREAS, PEDCO has recommended to the City Council that City approve such application, and

WHEREAS, the City Council, based on PEDCO's recommendation, has approved such application and will make funds available to Company subject to and upon the terms and conditions of this Agreement; and

WHEREAS, Company's business plan, as it pertains to Pueblo County, is centered on the manufacture of factory-produced, pre-engineered building units for distribution outside of Pueblo County ("Company's Business"), and

WHEREAS, the City has determined that Company's Business will create primary jobs and will not materially and substantially compete with any existing activity or business within the City; and

WHEREAS, in connection with its application, the Company has committed to: (i) invest approximately Seven Million Dollars ($7,000,000) in fixed assets in a manufacturing facility located within the City's Airport Industrial Park: and (ii) provide the employment described in Section 4 of this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, City and Company agree as follows:

1. The following terms as used in this Agreement shall have the following meaning unless the context clearly indicates otherwise:

"Employment Commitment Date" means October 1, 2021.

"Facility" means the approximately 63,500 square foot manufacturing building and business administration offices located at the Pueblo Memorial Airport Industrial Park, having a street address of 319 Lockheed Street, Pueblo, Colorado, 81001, wherein Company will conduct its business operations.

"Full-Time Employee" means a person who actually performs work at the Facility for not less than thirty-five (35) hours per week at an average annual salary of not less than $39,532.00 per year plus benefits, employed by the Company or new employees hired as a result of recruiting.

"Per Employee Payment" means an amount equal to (a) the Total Funds Advanced *divided by* 125 (i.e. the Full Time Employees subject to the Employment Commitment), *divided by* (b) 28 (i.e. the number of Quarters in the Repayment Period).

"Property" consisting of approximately 3.8 acres, means Lots 54 and 55, Pueblo Memorial Airport Industrial Park Subdivision, Pueblo County, State of Colorado, according to the recorded plat thereof filed in the records of the Pueblo County Clerk and Recorder, also known by street and number as: 319 Lockheed Street, Pueblo, CO 81001.

"Quarter" means three consecutive calendar months commencing January 1, April 1, July 1 and October 1 of each calendar year.

"Quarterly Employees" means the sum of the aggregate number of Full -Time Employees on each business day of a Quarter, divided by the number of business days in such Quarter.

"Repayment Reduction" means for each Quarter an amount equal to the Total Funds Advanced *divided by* 28 (i.e. the number of Quarters in the Repayment Period). For example, if the Total Funds Advanced equals $2,100,000.00, the Repayment Reduction would be $2,100,000.00 ÷ 28 = $75,000.00.

2. If Company is not in default under this Agreement, City will advance to or for the benefit of Company (each such advance, a "Funds Advance" and all such cumulative advances the "Total Funds Advanced") funds in the amount of Two Million, One Hundred Thousand Dollars ($2,100,000.00) (the "City Funds") as follows:

- City agrees to advance Company funds in an amount not to exceed Two Million Dollars ($2,000,000.00) for capital improvements (e.g. acquisition of the Property; Facility improvement costs; equipment costs; rail access and improvement costs; etc.) by not later than Closing as defined in this Section 2 below.

- Promptly upon receipt of Company's payment of $100,000.00 to Pueblo Community College ("PCC") for the purpose of providing pre-employment

training of Company's prospective employees, City agrees to reimburse Company for that amount. Company agrees to give persons successfully completing the training program at PCC priority for hiring. The maximum amount for training for each employee shall not exceed $800.00.

The aforesaid transfer of City Funds is subject to and contingent upon the following conditions and covenants which Company agrees to perform and comply with:

- Company shall file in the office of the City Clerk copies of the following: (i) Company's certificate or other evidence of authority to transact business in the State of Colorado issued by the Colorado Secretary of State, and (ii) certified copies of the resolutions of the governing board of Company approving this Agreement and authorizing its officers to execute and deliver said document in the name of Company, and (iii) this Agreement, executed by authorized officers of Company.

- The date of the last to occur of the filings required under (i), (ii) and (iii) of this Section shall be referred to herein as "Closing." If Closing does not occur on or before January 1, 2019, or such later date as Company and City shall mutually agree, City, at its sole option, may terminate this Agreement and City and Company shall thereafter be released and discharged from all obligations hereunder.

3. Company acknowledges and agrees that the primary purpose of City in entering into this Agreement and the sole benefit to the City for making City Funds available to Company hereunder is the creation of jobs. Therefore, Company represents, covenants, and agrees that it will after the date of this Agreement continuously conduct its business operations and employ Full -Time Employees at the Facility as follows: (i) during the period from the date of this Agreement to the Employment Commitment Date October 1, 2021, Company shall use its commercially reasonable efforts in good faith to employ as many Full -Time Employees as reasonably justified by its business operations, and (ii) on and after the Employment Commitment Date, Company shall employ not less than one hundred twenty-five (125) Full - Time Employees at the Facility (the "Employment Commitment") for a term seven (7) years starting on the Employment Commitment Date and ending eighty-four (84) months thereafter.

4. Notwithstanding anything contained in this Agreement to the contrary, if Company shall for any reason default in its Employment Commitment set forth in Section 3, Company shall repay to City a pro-rata share of the City Funds advanced by City under Section 2 hereof based upon the number of Full -Time Employees employed by Company at the Facility (the "Repayment Obligation"), as follows:

(a) During the seven (7) year period starting on the Employment Commitment Date and ending eighty-four (84) months thereafter (the "Repayment Period"), Company shall

pay to City an amount each Quarter equal to the Quarterly Employees less than one hundred twenty-five (125) Full -Time Employees employed at the Facility by Company multiplied by the Per Employee Payment (the "Company's Quarterly Payments"). For example, if for the second Quarter of the third year after the Employment Commitment Date the Total Funds Advanced equals $2,100,000.00 and such Quarterly Employees is 111, the amount payable by Company to City on or before the fifteenth (15th) day of the next calendar month would be (125 - 111) x $600.00 = $8,400.00.

(b) Company's Quarterly Payments, if any, shall be paid to the City without notice, demand, deduction or setoff on or before the fifteenth (15th) day of the month after the end of each Quarter during the Repayment Period and for one month thereafter at the office of the Director of Finance of City, 1 City Hall Place, Pueblo, Colorado, 81003, or such other person or location as the City may designate. All past due Company's Quarterly Payments shall bear interest at the rate of eight (8) percent per annum ("Default Rate") until paid.

(c) Within fifteen (15) days after the end of each Quarter after the Employment Commitment Date and for one calendar month after the Repayment Period, Company will submit to City's Director of Finance Company's statements showing the Quarterly Employees and their aggregate salaries for the preceding Quarter and the basis upon which Quarterly Employees and Company's Quarterly Payment, if any, were computed, certified by an officer of the Company to be true and correct. For purposes of verifying such employment, City shall have access to Company's records relating to Company's employees employed at the Facility. Except in the event of any action filed by City to enforce this Agreement, City shall treat such information as confidential and shall not disclose (except pursuant to a subpoena or court order) such information to any party other than those City employees who have a need to know such information.

(d) Subject to the provisions of Section 6, if Company defaults in the performance of its Repayment Obligation and such default is not cured within sixty (60) days after written notice specifying the default is given by City to Company, then in such event, City may declare the entire balance of Company's Repayment Obligation due and owing together with interest thereon from the date of default at the Default Rate, and for such purpose, the entire balance of Company's Repayment Obligation shall be the amount calculated pursuant to Section 4(e). Company's Repayment Obligation is absolute and unconditional and shall not be abated, reduced, diminished, modified, withheld or otherwise offset for any cause or reason whatsoever.

(e) Except as otherwise provided in Sections 7 and 13 hereof, City's damages for breach of Company's Employment Commitment or Repayment Obligation shall not exceed Total Funds Advanced plus interest, provided, however, that the Total Funds Advanced shall be reduced by the Repayment Reduction for each Quarter Company meets its Repayment Obligation during the Repayment Period by either (i) employing one hundred twenty-five (125) Quarterly Employees at the Facility, or (ii) paying Company's Quarterly Payments as provided in Section 4(a) above for such Quarter.



5. (a) All City Funds advanced to Company by City under this Agreement shall be deemed to be a debt of Company payable to City until Company performs and discharges its obligations hereunder including its Repayment Obligation contained in Section 4. The Company's performance under this Agreement including its Repayment Obligation contained in Section 4 shall be secured by a Deed of Trust encumbering the Facility and Property. Company covenants with and warrants to the City that the Deed of Trust shall constitute a first priority lien or encumbrance and that there are and will be no senior liens or encumbrances against the Facility and Property. As agreed to in this Employment Agreement, during the seven (7) year period starting on the Employment Commitment Date (as defined in this Employment Agreement) and ending eighty-four (84) months thereafter (the "Repayment Period") the principal balance of the Deed of Trust will be decreased on a quarterly basis consistent with the Company's compliance with its Employment Commitment as set forth in Section 3 of this Employment Agreement. A copy of the approved Deed of Trust is attached as an exhibit to this Agreement.

(b) Company shall obtain, at Company's sole cost and expense, from a title company selected by Company authorized to issue title insurance in the state of Colorado (the "Title Company"), on the current standard form of extended ALTA Lenders Policy (collectively, the "Title Commitment"). The Title Company shall promptly provide copies of any amendments or modifications of the Title Commitment to City. At the Closing of Company's purchase of the Property ("Closing") or as soon as reasonably practicable after Closing, the Title Company shall issue and deliver to City the lender's title insurance policy referred to above (the "Title Policy"), in the amount of Two Million One Hundred Thousand Dollars ($2,100,000.00) issued by the Title Company insuring Company's title to the Property and City's first-priority encumbrance on the Property, consistent with the Title Commitment, providing "gap" coverage, deleting the standard exceptions, and subject only to taxes and assessments for the year of Closing and subsequent years. At Closing, Company shall pay the premium for the Title Policy. Company shall provide such affidavits or certificates as may be required by the Title Company to remove all liens, including, without limitation, mechanics' or materialmen's liens, as exceptions to the Title Policy.

6. (a) Prior to instituting any proceeding to enforce Company's Repayment Obligation under Section 4, City shall notify Company in writing of its intention to institute such proceedings. Company may request relief from its Repayment Obligation by delivering to City within thirty (30) days after date of City's notice, Company's written request for relief specifying the grounds upon which such relief is sought together with documents supporting said grounds. Within ninety (90) days after receipt of Company's request, City will schedule a meeting with the City Council at which Company must appear. City will notify Company of the time and place of the meeting at least ten (10) days before the meeting. Failure of Company to timely deliver its complete written request for relief or to appear at the scheduled meeting with the City Council shall entitle City to immediately institute proceedings to enforce Company's Repayment Obligation.



(b) City Council may or may not, in its sole and absolute discretion, relieve Company, in whole or in part, from Company's Repayment Obligation. Any action taken by the City Council relating to a request for relief shall be final and binding on Company, and not subject to judicial review. Any such action by City Council is, and shall constitute, a legislative measure. Nothing contained in this Section 6 shall grant or be construed to grant to Company any right or claim to relief from its Repayment Obligation or a hearing with respect thereto.

(c) No delay by the City in scheduling a meeting, or failure by City to exercise its right to enforce this Agreement, including Company's Repayment Obligation, and no partial or single exercise of that right, shall constitute a waiver of that right.

7. In the event of any litigation arising under this Agreement, the court shall award to, and the prevailing party shall recover its costs together with all internal and out-of-pocket expenses of any kind relating to the litigation including, but not limited to, reasonable attorney fees. Venue for any such litigation shall be Pueblo County, Colorado. All such litigation shall be filed in the District Court, County of Pueblo, State of Colorado and each party hereby submits to the personal and subject matter jurisdiction of such District Court. To the full extent allowed by law, each party waives its right to a jury trial.

8. This Agreement expresses the entire understanding of the parties and supersedes and abrogates any and all prior dealings and commitments, whether oral or written, with respect to the subject matter of this Agreement and may not be amended or modified except in writing signed by City and Company. Any waiver of any provision of this Agreement must be in writing and signed by the party whose rights are being waived. No waiver of any breach of any provision hereof shall be or be deemed to be a waiver of any preceding or subsequent breach of the same or any other provision of this Agreement. The failure of either party to enforce or seek enforcement of the terms of this Agreement following any breach shall not be construed as a waiver of such breach.

9. This Agreement shall be construed in accordance with and be governed by the laws of the State of Colorado without regard to conflict of law principles.

10. Any notices hereunder shall be sufficiently given if given in writing personally or mailed by first class, registered, or certified mail, postage prepaid, addressed:

(a) if to City, City Manager or Mayor, as applicable, City of Pueblo, 1 City Hall Place, 2nd Floor, Pueblo, Colorado, 81003, with copy to City Attorney, 1 City Hall Place, 3rd Floor, Pueblo, Colorado, 81003, or

(b) if to the Company, Attn: Chief Executive Officer, c/o The Challenger Group, Inc., 8605 Explorer Drive, Suite 250, Colorado Springs, CO 80927.

or to such other person or address as either party shall specify in written notice given to the other party pursuant to the provisions of this Section 10. Notice shall be effective (i) upon receipt if delivered personally, or (ii) three (3) business days after deposit in the mails, if mailed.

11. Time is of the essence hereof. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns, provided Company may not assign this Agreement or any interest herein without the express written consent of the City which will not be unreasonably withheld or delayed. Any assignment or attempted assignment of this Agreement by Company without such consent shall be null and void. No assignment of this Agreement or any interest herein by Company shall release or discharge Company from any of its obligations under this Agreement unless otherwise agreed by City at the time consent to assignment is given.

12. The persons signing this Agreement in the name of and on behalf of City and Company represent and warrant that they, and the entities they represent, have the requisite power and authority to enter into, execute, and deliver this Agreement, and that this Agreement is a valid and legally binding obligation of Company and City, enforceable against them in accordance with its terms.

13. Company represents and warrants that no person, entity, or organization has been employed or retained or will receive or be paid, directly or indirectly, any commission, percentage, contingent fee or any other remuneration payment or receipt of which is contingent upon approval of this Agreement by City or City's advancement of City Funds to Company hereunder. For breach or violation of this warranty, City shall have the right to terminate this Agreement, or recover the full amount of such commission, percentage, contingent fee or other remuneration, or to seek such other remedies legally available to City, which remedies shall be cumulative.

14. In no event shall City, its officers, agents or employees be liable to Company for damages, including without limitation, compensatory, punitive, indirect, special or consequential damages, resulting from or arising out of or related to this Agreement or the performance or breach thereof by City or the failure or delay of City in the performance of any covenant or provision under this Agreement on its part to be performed. In consideration of City entering into this Agreement, Company hereby waives and discharges City, its officers, agents and employees from all claims for any and all such damages. No breach, default, delay or failure of City under this Agreement shall be or be construed to be a waiver, discharge or release of Company's Repayment Obligation under Section 4 hereof with respect to the amount of City Funds actually advanced or paid by City to or for the benefit of Company pursuant to Section 2 hereof.

15. If any provision of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the other provisions of this Agreement which shall remain in full force and effect.

16. Neither party shall be, or hold itself out as, agent of the other or as partners or joint venturers under this Agreement.

17. Each party acknowledges that this Agreement was fully negotiated by the parties and, therefore, no provision of this Agreement shall be interpreted against any party because such party or its legal representative drafted such provision.

18. The provisions of this Agreement are for the exclusive benefit of the parties hereto and their successors and permitted assigns, and no third party shall be a beneficiary, or have any rights by virtue of, this Agreement.

19. This Agreement may be executed in any number of counterparts, and each such counterpart shall be deemed for all purposes to be an original, and all such counterparts shall together constitute but one and the same original.

Executed at Pueblo, Colorado, this 9th day of October, 2018.

City of Pueblo, Colorado
a Colorado Municipal Corporation

[SEAL]

Attest: Brenda Arrigo
Acting City Clerk

By _____
President of the City Council

Key Structures, LLC
a Colorado Limited Liability Company

By _____
Brian Bahr
Manager

STATE OF COLORADO)
) ss.
COUNTY OF El Paso)

The foregoing instrument was acknowledged before me this 9 day of October, 2018 by Brian Bahr as Manager of Key Structures, LLC, a Colorado limited liability company.

Witness my hand and official seal.

My commission expires: 9-27-2020.

[S E A L]

Janna Kelley
Notary Public

JANNA KELLEY
Notary Public
State of Colorado
Notary ID # 20164037111
My Commission Expires 09-27-2020

Official Records of Pueblo County Clerk & Recorder 2122947
11/15/2018 10:08:12 AM Page 1 of 1
Statement Of Authority R: $13.00 D: $0.00 Gilbert Ortiz

Recording Requested by:
FNTG-NCS Colorado

NOD 18577

STATEMENT OF AUTHORITY
(SECTIONS 38-30-108.5 and 38-30-172, C.R.S.)

1. This Statement of Authority relates to an entity named:
McCallin Real Estate LLC

2. The type of entity is a limited liability company

3. The entity is formed under the laws of the State of Colorado

4. The current mailing address for the entity is:

6301 Clermont Street, Commerce City, CO 80022

5. The name and position of each person authorized to execute instruments conveying, encumbering and otherwise affecting title to real property on behalf of the entity is:

Brian E. McCallin, Manager

6. The authority of the foregoing persons to bind the entity is not limited

7. Other matters concerning the manner in which the entity deals with interests in real property: N/A

8. This Statement of Authority is executed on behalf of the entity pursuant to the provisions of Sections 38-30-108.5 and 38-30-172, C.R.S.

9. This Statement of Authority amends and supersedes in all respects any prior Statement of Authority executed on behalf of the Entity.

Executed on November 12, 2018

McCallin Real Estate LLC, a Colorado limited liability company

By: _____
Brian E. McCallin, Manager

STATE OF Colorado)

COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 12 day of November, 2018 by Brian E. McCallin, Manager of McCallin Real Estate LLC, a Colorado limited liability company.

Witness my hand and official seal.

_____
Notary Public
My Commission Expires:

MAUREEN S. DUNN
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID # 20154020040
MY COMMISSION EXPIRES MAY 21, 2019

Official Records of Pueblo County Clerk & Recorder 2122948
11/15/2018 10:08:12 AM Page 1 of 1
Statement Of Authority R: $13.00 D: $0.00 Gilbert Ortiz

Recording Requested by:
NTG-NCS Colorado
N0018577

STATEMENT OF AUTHORITY
(SECTIONS 38-30-108.5 and 38-30-172, C.R.S.)

1. This Statement of Authority relates to an entity named:
Key Structures LLC

2. The type of entity is a limited liability company

3. The entity is formed under the laws of the State of Colorado

4. The current mailing address for the entity is:

8605 Explorer Drive, Suite 250, Colorado Springs, CO 80920

5. The name and position of each person authorized to execute instruments conveying, encumbering and otherwise affecting title to real property on behalf of the entity is:

Brian Bahr, Manager

6. The authority of the foregoing persons to bind the entity is not limited

7. Other matters concerning the manner in which the entity deals with interests in real property: N/A

8. This Statement of Authority is executed on behalf of the entity pursuant to the provisions of Sections 38-30-108.5 and 38-30-172, C.R.S.

9. This Statement of Authority amends and supersedes in all respects any prior Statement of Authority executed on behalf of the Entity.

Executed on November 12th, 2018

Key Structures LLC, a Colorado limited liability company

By: _____
Brian Bahr, Manager

STATE OF Colorado)
COUNTY OF El Paso)

The foregoing instrument was acknowledged before me this 12 day of November, 2018 by Brian Bahr, Manager of Key Structures LLC, a Colorado limited liability company.

Witness my hand and official seal.

_____
Notary Public
My Commission Expires: 9-27-2020

JANNA KELLEY
Notary Public
State of Colorado
Notary ID # 20164037111
My Commission Expires 09-27-2020

Official Records of Pueblo County Clerk & Recorder 2122949
11/15/2018 10:08:12 AM Page 1 of 4
Warranty Deed R: $28.00 D: $240.00 Gilbert Ortiz

After Recording Return to
Key Structures LLC
Brian Bahr
8605 Explorer Drive, Suite 250
Colorado Springs, CO 80920

SPECIAL WARRANTY DEED

This Deed, made **November 13, 2018**
Between **McCallin Real Estate LLC, a Colorado limited liability company**, of the County of Denver, State of **Colorado**, grantor(s) and **Key Structures LLC, a Colorado limited liability company**, whose legal address is 8605 Explorer Drive, Suite 250, Colorado Springs, CO 80920, grantee(s)

WITNESSETH, That the grantor(s), for and in the consideration of the sum of TWO MILLION FOUR HUNDRED THOUSAND DOLLARS AND NO/100'S **($2,400,000.00**) the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto the grantee(s), his heirs and assigns forever, all the real property together with improvements, if any, situate, lying and being in the County of **Pueblo,** State of **COLORADO** described as follows:

Lots 54 and 55, Pueblo Memorial Airport Industrial Park Subdivision, now known as Parcel A, Lot Line Vacation No. 2005-030 recorded February 22, 2006 at Reception No. 1662769, County of Pueblo, State of Colorado.

also known by street and number as **319 Lockheed Street, Pueblo, CO**

TOGETHER with all and singular hereditaments and appurtenances, thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the grantor, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances and except taxes and assessments for the year 2018 and subsequent years, and subject to those items shown on Exhibit "A" attached hereto and by this reference incorporated herein.

TO HAVE AND TO HOLD said premises above bargained and described, with the appurtenances, unto the grantee, their heirs and assigns forever. The grantor(s), for themselves, their heirs and personal representatives or successors, does covenant and agree that they shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of the grantee(s), their heirs and assigns, against all and every person or persons claiming the whole or any part thereof, by, through or under the grantor(s).

The singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

D.F. $240.00

Recording Requested by:
FNTG-NCS Colorado

N0018577

IN WITNESS WHEREOF, the grantor has executed this on the date set forth above.

SELLER:

McCallin Real Estate LLC, a
Colorado limited liability company
BY: _____
Brian E. McCallin, Manager

STATE OF **COLORADO**)ss:
COUNTY OF Denver

The foregoing instrument was acknowledged before me **November** 12, **2018** by **Brian E. McCallin, Manager of McCallin Real Estate LLC, a Colorado limited liability company**.
Witness my hand and official seal.

Notary ID # 20154020040
Exp. 5-21-19

_____
Notary Public Maureen S. DUNN
My Commission expires:

EXHIBIT "B"

1. Terms, conditions, provisions, agreements and obligations contained in the Resolution No. 90-z-5 as set forth below:

   Recording Date: April 19, 1990
   Recording No.: Book 2494 Page 903

2. Easements, notes, terms, conditions, provisions, agreements and obligations as shown on the plat of Subdivision Exemption No. 89-5:

   Recording Date: April 19, 1990
   Recording No.: Reception No. 917628

3. Easements, notes, terms, conditions, provisions, agreements and obligations as shown on the plat of Pueblo Memorial Airport Industrial Park Subdivision:

   Recording Date: October 11, 1995
   Recording No.: Reception No. 1096136

   Pueblo Memorial Airport Industrial Park Subdivision Ratification of Plat:
   Recording Date: October 11, 1995
   Recording No.: Book 2836 Page 686

4. Terms, conditions, provisions, agreements and obligations contained in the Agreement for Revocable Permit for Use of Public Right of Way as set forth below:

   Recording Date: October 11, 1995
   Recording No.: Book 2836 Page 700

5. Terms, conditions, provisions, agreements and obligations contained in the Subdivision Improvements Agreement for Pueblo Memorial Airport Industrial Park Subdivision as set forth below:

   Recording Date: October 11, 1995
   Recording No.: Book 2836 Page 705

6. Terms, conditions, provisions, agreements and obligations contained in the Resolution No. P & D 00-55 as set forth below:

   Recording Date: August 28, 2000
   Recording No.: Reception No. 1347566

   Easement Vacation & Dedication No. 2000-004:
   Recording Date: August 28, 2000
   Recording No.: Reception No. 1347567

7. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

   Granted to: Pueblo, a municipal corporation
   Purpose: Water Main(s) and Appurtenances
   Recording Date: October 2, 2000
   Recording No.: Reception No. 1352240

8. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

   Granted to: McCallin Real Estate LLC, a Colorado limited liability company
   Purpose: Vehicular Access and Parking
   Recording Date: October 25, 2000
   Recording No.: Reception No. 1355777

9. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to:	McCallin Real Estate LLC, a Colorado limited liability company
Purpose:	Railroad Spur
Recording Date:	October 25, 2000
Recording No.:	Reception No. 1355778

10. Terms, conditions, provisions, agreements, reservations and obligations contained in the Warranty Deed as set forth below:

Recording Date:	October 25, 2000
Recording No.:	Reception No. 1355779

11. Easements, notes, terms, conditions, provisions, agreements and obligations as shown on the plat of Lot Line Vacation No. 2005-030:

Recording Date:	February 22, 2006
Recording No.:	Reception No. 1662769

Official Records of Pueblo County Clerk & Recorder 2122950
11/15/2018 10:08:12 AM Page 1 of 14
Deed Of Trust R: $78.00 D: $0.00 Gilbert Ortiz

Recording Requested by:
FNTG-NCS Colorado
N0018577

DEED OF TRUST

THIS INDENTURE ("Deed of Trust"), is made this 6 day of November, 2018 between Key Structures, LLC, a Colorado limited liability company, whose address is 319 Lockheed Street, Pueblo, CO 81001 ("Grantor"), and the Public Trustee of the County of Pueblo, State of Colorado hereinafter referred to as ("Public Trustee") for the benefit of the City of Pueblo, a municipal corporation whose address is One City Hall Place, Pueblo, CO 81003 ("City of Pueblo");

WITNESSETH, THAT, WHEREAS, Grantor and the City of Pueblo are parties to that certain Agreement dated October 9, 2018, a true, complete and correct copy of which is attached as Exhibit A hereto (the "Agreement"), whereby Grantor agreed to comply with certain employment requirements enumerated in the Agreement in consideration of certain funds advanced from the City of Pueblo to Grantor in an aggregate amount not to exceed Two Million One Hundred Thousand Dollars ($2,100,000.00) (the "Replacement City Funds");

AND WHEREAS, as of the date hereof, the amount of the Replacement City Funds subject to a repayment obligation upon default by Grantor under the Agreement shall be equivalent to the Repayment Obligation as defined in Section 4 of the Agreement.

AND WHEREAS, the Grantor is desirous of securing payment of the Repayment Obligation to the extent outstanding and subject to the quarterly reductions pursuant to Section 4(e) of the Agreement (the "Obligations").

NOW THEREFORE, the Grantor, in consideration of the premises and for the purpose aforesaid, does hereby grant, bargain, sell and convey unto the said Public Trustee in trust until the full payment and performance of the Obligations ("Termination Date"), the following described property, to wit:

Lots 54 and 55, Pueblo Memorial Airport Industrial Park Subdivision, now known as Parcel A, Lot Line Vacation No. 2005-030 recorded February 22, 2006 at Reception No. 1662769, Pueblo County, State of Colorado

also known by street and number as 319 Lockheed Street, Pueblo, CO 81001.

TO HAVE AND TO HOLD the same, together with all and singular the privileges and appurtenances thereunto belonging, in trust nevertheless, that: a) in case of default by Grantor of the Obligations under the Agreement, or in the payment of any interest thereon according to the tenor and effect of said Agreement, or in the payment of any prior encumbrances, principal or interest, if any, or b) in case default shall be made or violation or breach of any of the terms conditions, covenants or agreements herein contained, which is not cured within sixty (60) days after written notice specifying the default is given by the City of Pueblo to Grantor, the beneficiary hereunder or the legal holder of the indebtedness secured hereby may declare a violation of any of the covenants herein contained and may elect to advertise said property for sale, and demand such sale by filing a notice of election and demand for sale with the Public Trustee. Upon receipt of such notice of election and demand for sale, the Public Trustee shall

cause such notice to be recorded in the recorder's office of the county in which said property is situated.

The Public Trustee shall then give public notice of the time and place of sale by advertisement to be published for four weeks (once each week for four successive weeks) in some newspaper of general circulation at that time published in the county or counties in which said property is located. A copy of such notice shall be mailed to all persons entitled to receive notice as provided by law. It shall and may then be lawful for the Public Trustee to sell said property for the highest and best price the property will bring in cash and to dispose of the said property (en masse or in separate parcels, as the said Public Trustee may think best), together with all the right, title and interest of the Grantor therein, at public auction at any place as may be specified by statute and designated in the notice of sale.

The Public Trustee shall make and give to the purchaser of such property at such sale, a certificate of purchase as required by law. Unless the property is redeemed, the public trustee shall execute and record a confirmation deed to the holder of the certificate of purchase no less than fifteen days after the date of sale or, if later, the expiration of all redemption periods and the receipt of all statutory fees and costs.

The Public Trustee shall, out of the proceeds of such sale and after first paying and retaining all fees, charges and costs of making said sale, pay to the beneficiary hereunder any amounts due pursuant to the Obligations under the Agreement, and all moneys advanced by such beneficiary for insurance, taxes and assessments, with interest thereon at eight per cent per annum, rendering the overplus, if any, unto those persons entitled thereto as a matter of law. Said sale as evidenced by the confirmation deed executed and recorded by the Public Trustee shall operate as a perpetual bar, both in law and equity, against the Grantor and all other persons claiming the said property, or any part thereof, by, from, through or under the Grantor. The City of Pueblo may purchase said property or any part thereof; and it shall not be obligatory upon the purchaser at any such sale to see to the application of the purchase money. For the purposes of calculating the proceeds and overplus of a sale as described above, the amount of the Repayment Obligation owed to the City of Pueblo as of the date of the sale shall be that amount which is outstanding under the Agreement at the time of such sale, taking into consideration the quarterly reduction of the amount of the Repayment Obligation pursuant to Section 4(e) of the Agreement.

The Grantor covenants with and warrants to the Public Trustee, that at the time of the ensealing of and delivery of these presents the Grantor is well seized of the said lands, tenements and property in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in the manner and form as aforesaid; hereby fully and absolutely waiving and releasing all rights and claims the Grantor may have in or to said lands, tenements, and property as a Homestead Exemption, or other exemption, under and by virtue of any act of the General Assembly of the State of Colorado or of the United States Congress, now existing or which may hereafter be passed in relation thereto, and that the same are free and clear of all liens and encumbrances whatever as of the date hereof except liens, easements, conditions, restrictions, covenants and reservations of record.

The Grantor further warrants to the Public Trustee the quiet and peaceable possession of said property against all persons who may lawfully claim the whole or any part thereof, and that

the Grantor shall and will forever defend the title to said property against such person or persons subject to any liens, easements, conditions, restrictions, covenants and reservations of record.

Until the Termination Date, the Grantor shall timely pay all taxes and assessments levied on the property; any and all amounts due on account of principal and interest or other sums on any junior encumbrances, if any; and will keep all improvements that may be on said lands insured against any casualty loss, including extended coverage, in a company or companies, meeting the net worth requirements of the beneficiary hereof in an amount which will yield to the holder of the indebtedness, after reduction by co-insurance provisions of the policy, if any, not less than the then total indebtedness. Each policy shall contain a loss payable clause naming the beneficiary as mortgagee and shall further provide that the insurance may not be canceled upon less than ten days written notice to the beneficiary. Should the Grantor fail to insure and deliver a certificate evidencing the required coverage under the policies or to pay taxes or assessments as the same fall due, or to pay any amounts payable upon junior encumbrances, if any, the beneficiary may make any such payments or procure any such insurance, and all monies so paid with interest thereon at the rate of eight per cent per annum shall be added to and become a part of the indebtedness secured by this Deed of Trust and may be paid out of the proceeds of the sale of the property if not paid by the Grantor. In addition, and at its option, the beneficiary may declare the indebtedness secured hereby and this Deed of Trust to be in default for failure to procure insurance or make any of the payments required by this paragraph.

If the Grantor, without beneficiary's prior written consent, hereafter sells or transfers all or any part of the property or an interest therein, excluding (a) the creation of a lien or encumbrance subordinate to this Deed of Trust, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant, or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, beneficiary may, at beneficiary's option, declare all the sums secured by this Deed of Trust to be immediately due and payable. Beneficiary shall have waived such option to accelerate if, prior to the sale or transfer, beneficiary and the person to whom the property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to beneficiary and that the interest payable on the sums secured by this Deed of Trust shall be at such rate as beneficiary shall request.

IN CASE OF ANY DEFAULT whereby the right of foreclosure occurs hereunder, the holder of said certificate of purchase shall at once become entitled to the possession, use and enjoyment of the property aforesaid, and to the rents, issues and profits thereof, from the accruing of such right and during the pendency of foreclosure proceedings and the period of redemption, if any. Such possession shall at once be delivered to the holder of said certificate of purchase on request. Upon refusal, delivery of such possession may be enforced by the holder of said certificate of purchase by any appropriate civil suit or proceeding. The holder of said certificate of purchase shall be entitled to a Receiver for said property, and of the rents, issues and profits thereof, after such default, including the time covered by foreclosure proceedings and the period of redemption, if any, and shall be entitled thereto as a matter of right without regard to the solvency or insolvency of the Grantor or of the then owner of said property and without regard to the value thereof. Such Receiver may be appointed by any court of competent jurisdiction upon ex parte application and without notice -- notice being hereby expressly waived -- and all rents, issues and profits, income and revenue therefrom shall be applied by such

Receiver to the payment of the indebtedness hereby secured, according to the law and the orders and directions of the court.

IN THE CASE OF ANY DEFAULT in any of said Obligations, according to the tenor and effect of said Agreement or any part thereof, or of a breach or violation of any of the covenants or agreements herein by the Grantor, the whole of said Obligations hereby secured and the interest thereon to the time of the sale may at once, at the option of the legal holder thereof, become due and payable, and the said property be sold in the manner and with the same effect as if said indebtedness had matured. If foreclosure be made by the Public Trustee, attorney's fees in a reasonable amount for services in the supervision of said foreclosure proceedings shall be allowed by the Public Trustee as a part of the cost of foreclosure; and if foreclosure be made through the courts, a reasonable attorney's fee shall be taxed by the court as a part of the cost of such foreclosure proceedings.

IT IS FURTHER UNDERSTOOD AND AGREED that upon the Termination Date, the City of Pueblo shall execute a release of this Deed of Trust, such release document to be prepared by Grantor with Grantor paying the expense thereof. All of the covenants and agreements herein contained shall extend to and be binding upon the heirs, personal representatives, successors and assigns of the respective parties hereto; and that the singular number shall include the plural and the plural the singular.

Executed on the date first above written.

GRANTOR:

Key Structures, LLC
a Colorado Limited Liability Company

By _____
Brian Bahr
Manager

STATE OF COLORADO)
) ss.
COUNTY OF El Paso)

The foregoing instrument was acknowledged before me this 9 day of October, 2018 by Brian Bahr as Manager of Key Structures, LLC, a Colorado limited liability company.

Witness my hand and official seal.

My commission expires: 9-27-2020.

[SEAL]

JANNA KELLEY
Notary Public
State of Colorado
Notary ID # 20164037111
My Commission Expires 09-27-2020

_____
Notary Public

EXHIBIT A

Agreement

[Attached]

AGREEMENT

THIS AGREEMENT is entered into this 9th day of October, 2018 by and between the City of Pueblo, a Colorado municipal corporation (the "City") and Key Structures, LLC, a Colorado limited liability company (the "Company"). The Company and the City are referred to collectively in this Agreement as the "Parties" and individually, without differentiation, each as a "Party."

WHEREAS, the Company has expressed a willingness to establish a manufacturing facility and business administration offices for the Company's factory-produced, pre-engineered building units business at the City's Airport Industrial Park, and in furtherance thereof has, through the Pueblo Economic Development Corporation ("PEDCO"), made application for funds from the City; and

WHEREAS, PEDCO has recommended to the City Council that City approve such application, and

WHEREAS, the City Council, based on PEDCO's recommendation, has approved such application and will make funds available to Company subject to and upon the terms and conditions of this Agreement; and

WHEREAS, Company's business plan, as it pertains to Pueblo County, is centered on the manufacture of factory-produced, pre-engineered building units for distribution outside of Pueblo County ("Company's Business"), and

WHEREAS, the City has determined that Company's Business will create primary jobs and will not materially and substantially compete with any existing activity or business within the City; and

WHEREAS, in connection with its application, the Company has committed to: (i) invest approximately Seven Million Dollars ($7,000,000) in fixed assets in a manufacturing facility located within the City's Airport Industrial Park: and (ii) provide the employment described in Section 4 of this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, City and Company agree as follows:

1. The following terms as used in this Agreement shall have the following meaning unless the context clearly indicates otherwise:

"Employment Commitment Date" means October 1, 2021.

"Facility" means the approximately 63,500 square foot manufacturing building and business administration offices located at the Pueblo Memorial Airport Industrial Park, having a street address of 319 Lockheed Street, Pueblo, Colorado, 81001, wherein Company will conduct its business operations.

"Full-Time Employee" means a person who actually performs work at the Facility for not less than thirty-five (35) hours per week at an average annual salary of not less than $39,532.00 per year plus benefits, employed by the Company or new employees hired as a result of recruiting.

"Per Employee Payment" means an amount equal to (a) the Total Funds Advanced *divided by* 125 (i.e. the Full Time Employees subject to the Employment Commitment), *divided by* (b) 28 (i.e. the number of Quarters in the Repayment Period).

"Property" consisting of approximately 3.8 acres, means Lots 54 and 55, Pueblo Memorial Airport Industrial Park Subdivision, Pueblo County, State of Colorado, according to the recorded plat thereof filed in the records of the Pueblo County Clerk and Recorder, also known by street and number as: 319 Lockheed Street, Pueblo, CO 81001.

"Quarter" means three consecutive calendar months commencing January 1, April 1, July 1 and October 1 of each calendar year.

"Quarterly Employees" means the sum of the aggregate number of Full -Time Employees on each business day of a Quarter, divided by the number of business days in such Quarter.

"Repayment Reduction" means for each Quarter an amount equal to the Total Funds Advanced *divided by* 28 (i.e. the number of Quarters in the Repayment Period). For example, if the Total Funds Advanced equals $2,100,000.00, the Repayment Reduction would be $2,100,000.00 ÷ 28 = $75,000.00.

2. If Company is not in default under this Agreement, City will advance to or for the benefit of Company (each such advance, a "Funds Advance" and all such cumulative advances the "Total Funds Advanced") funds in the amount of Two Million, One Hundred Thousand Dollars ($2,100,000.00) (the "City Funds") as follows:

- City agrees to advance Company funds in an amount not to exceed Two Million Dollars ($2,000,000.00) for capital improvements (e.g. acquisition of the Property; Facility improvement costs; equipment costs; rail access and improvement costs; etc.) by not later than Closing as defined in this Section 2 below.

- Promptly upon receipt of Company's payment of $100,000.00 to Pueblo Community College ("PCC") for the purpose of providing pre-employment

training of Company's prospective employees, City agrees to reimburse Company for that amount. Company agrees to give persons successfully completing the training program at PCC priority for hiring. The maximum amount for training for each employee shall not exceed $800.00.

The aforesaid transfer of City Funds is subject to and contingent upon the following conditions and covenants which Company agrees to perform and comply with:

- Company shall file in the office of the City Clerk copies of the following: (i) Company's certificate or other evidence of authority to transact business in the State of Colorado issued by the Colorado Secretary of State, and (ii) certified copies of the resolutions of the governing board of Company approving this Agreement and authorizing its officers to execute and deliver said document in the name of Company, and (iii) this Agreement, executed by authorized officers of Company.

- The date of the last to occur of the filings required under (i), (ii) and (iii) of this Section shall be referred to herein as "Closing." If Closing does not occur on or before January 1, 2019, or such later date as Company and City shall mutually agree, City, at its sole option, may terminate this Agreement and City and Company shall thereafter be released and discharged from all obligations hereunder.

3. Company acknowledges and agrees that the primary purpose of City in entering into this Agreement and the sole benefit to the City for making City Funds available to Company hereunder is the creation of jobs. Therefore, Company represents, covenants, and agrees that it will after the date of this Agreement continuously conduct its business operations and employ Full -Time Employees at the Facility as follows: (i) during the period from the date of this Agreement to the Employment Commitment Date October 1, 2021, Company shall use its commercially reasonable efforts in good faith to employ as many Full -Time Employees as reasonably justified by its business operations, and (ii) on and after the Employment Commitment Date, Company shall employ not less than one hundred twenty-five (125) Full - Time Employees at the Facility (the "Employment Commitment") for a term seven (7) years starting on the Employment Commitment Date and ending eighty-four (84) months thereafter.

4. Notwithstanding anything contained in this Agreement to the contrary, if Company shall for any reason default in its Employment Commitment set forth in Section 3, Company shall repay to City a pro-rata share of the City Funds advanced by City under Section 2 hereof based upon the number of Full -Time Employees employed by Company at the Facility (the "Repayment Obligation"), as follows:

(a) During the seven (7) year period starting on the Employment Commitment Date and ending eighty-four (84) months thereafter (the "Repayment Period"), Company shall

pay to City an amount each Quarter equal to the Quarterly Employees less than one hundred twenty-five (125) Full -Time Employees employed at the Facility by Company multiplied by the Per Employee Payment (the "Company's Quarterly Payments"). For example, if for the second Quarter of the third year after the Employment Commitment Date the Total Funds Advanced equals $2,100,000.00 and such Quarterly Employees is 111, the amount payable by Company to City on or before the fifteenth (15th) day of the next calendar month would be (125 - 111) x $600.00 = $8,400.00.

(b) Company's Quarterly Payments, if any, shall be paid to the City without notice, demand, deduction or setoff on or before the fifteenth (15th) day of the month after the end of each Quarter during the Repayment Period and for one month thereafter at the office of the Director of Finance of City, 1 City Hall Place, Pueblo, Colorado, 81003, or such other person or location as the City may designate. All past due Company's Quarterly Payments shall bear interest at the rate of eight (8) percent per annum ("Default Rate") until paid.

(c) Within fifteen (15) days after the end of each Quarter after the Employment Commitment Date and for one calendar month after the Repayment Period, Company will submit to City's Director of Finance Company's statements showing the Quarterly Employees and their aggregate salaries for the preceding Quarter and the basis upon which Quarterly Employees and Company's Quarterly Payment, if any, were computed, certified by an officer of the Company to be true and correct. For purposes of verifying such employment, City shall have access to Company's records relating to Company's employees employed at the Facility. Except in the event of any action filed by City to enforce this Agreement, City shall treat such information as confidential and shall not disclose (except pursuant to a subpoena or court order) such information to any party other than those City employees who have a need to know such information.

(d) Subject to the provisions of Section 6, if Company defaults in the performance of its Repayment Obligation and such default is not cured within sixty (60) days after written notice specifying the default is given by City to Company, then in such event, City may declare the entire balance of Company's Repayment Obligation due and owing together with interest thereon from the date of default at the Default Rate, and for such purpose, the entire balance of Company's Repayment Obligation shall be the amount calculated pursuant to Section 4(e). Company's Repayment Obligation is absolute and unconditional and shall not be abated, reduced, diminished, modified, withheld or otherwise offset for any cause or reason whatsoever.

(e) Except as otherwise provided in Sections 7 and 13 hereof, City's damages for breach of Company's Employment Commitment or Repayment Obligation shall not exceed Total Funds Advanced plus interest, provided, however, that the Total Funds Advanced shall be reduced by the Repayment Reduction for each Quarter Company meets its Repayment Obligation during the Repayment Period by either (i) employing one hundred twenty-five (125) Quarterly Employees at the Facility, or (ii) paying Company's Quarterly Payments as provided in Section 4(a) above for such Quarter.

5. (a) All City Funds advanced to Company by City under this Agreement shall be deemed to be a debt of Company payable to City until Company performs and discharges its obligations hereunder including its Repayment Obligation contained in Section 4. The Company's performance under this Agreement including its Repayment Obligation contained in Section 4 shall be secured by a Deed of Trust encumbering the Facility and Property. Company covenants with and warrants to the City that the Deed of Trust shall constitute a first priority lien or encumbrance and that there are and will be no senior liens or encumbrances against the Facility and Property. As agreed to in this Employment Agreement, during the seven (7) year period starting on the Employment Commitment Date (as defined in this Employment Agreement) and ending eighty-four (84) months thereafter (the "Repayment Period") the principal balance of the Deed of Trust will be decreased on a quarterly basis consistent with the Company's compliance with its Employment Commitment as set forth in Section 3 of this Employment Agreement. A copy of the approved Deed of Trust is attached as an exhibit to this Agreement.

(b) Company shall obtain, at Company's sole cost and expense, from a title company selected by Company authorized to issue title insurance in the state of Colorado (the "Title Company"), on the current standard form of extended ALTA Lenders Policy (collectively, the "Title Commitment"). The Title Company shall promptly provide copies of any amendments or modifications of the Title Commitment to City. At the Closing of Company's purchase of the Property ("Closing") or as soon as reasonably practicable after Closing, the Title Company shall issue and deliver to City the lender's title insurance policy referred to above (the "Title Policy"), in the amount of Two Million One Hundred Thousand Dollars ($2,100,000.00) issued by the Title Company insuring Company's title to the Property and City's first-priority encumbrance on the Property, consistent with the Title Commitment, providing "gap" coverage, deleting the standard exceptions, and subject only to taxes and assessments for the year of Closing and subsequent years. At Closing, Company shall pay the premium for the Title Policy. Company shall provide such affidavits or certificates as may be required by the Title Company to remove all liens, including, without limitation, mechanics' or materialmen's liens, as exceptions to the Title Policy.

6. (a) Prior to instituting any proceeding to enforce Company's Repayment Obligation under Section 4, City shall notify Company in writing of its intention to institute such proceedings. Company may request relief from its Repayment Obligation by delivering to City within thirty (30) days after date of City's notice, Company's written request for relief specifying the grounds upon which such relief is sought together with documents supporting said grounds. Within ninety (90) days after receipt of Company's request, City will schedule a meeting with the City Council at which Company must appear. City will notify Company of the time and place of the meeting at least ten (10) days before the meeting. Failure of Company to timely deliver its complete written request for relief or to appear at the scheduled meeting with the City Council shall entitle City to immediately institute proceedings to enforce Company's Repayment Obligation.

(b) City Council may or may not, in its sole and absolute discretion, relieve Company, in whole or in part, from Company's Repayment Obligation. Any action taken by the City Council relating to a request for relief shall be final and binding on Company, and not subject to judicial review. Any such action by City Council is, and shall constitute, a legislative measure. Nothing contained in this Section 6 shall grant or be construed to grant to Company any right or claim to relief from its Repayment Obligation or a hearing with respect thereto.

(c) No delay by the City in scheduling a meeting, or failure by City to exercise its right to enforce this Agreement, including Company's Repayment Obligation, and no partial or single exercise of that right, shall constitute a waiver of that right.

7. In the event of any litigation arising under this Agreement, the court shall award to, and the prevailing party shall recover its costs together with all internal and out-of-pocket expenses of any kind relating to the litigation including, but not limited to, reasonable attorney fees. Venue for any such litigation shall be Pueblo County, Colorado. All such litigation shall be filed in the District Court, County of Pueblo, State of Colorado and each party hereby submits to the personal and subject matter jurisdiction of such District Court. To the full extent allowed by law, each party waives its right to a jury trial.

8. This Agreement expresses the entire understanding of the parties and supersedes and abrogates any and all prior dealings and commitments, whether oral or written, with respect to the subject matter of this Agreement and may not be amended or modified except in writing signed by City and Company. Any waiver of any provision of this Agreement must be in writing and signed by the party whose rights are being waived. No waiver of any breach of any provision hereof shall be or be deemed to be a waiver of any preceding or subsequent breach of the same or any other provision of this Agreement. The failure of either party to enforce or seek enforcement of the terms of this Agreement following any breach shall not be construed as a waiver of such breach.

9. This Agreement shall be construed in accordance with and be governed by the laws of the State of Colorado without regard to conflict of law principles.

10. Any notices hereunder shall be sufficiently given if given in writing personally or mailed by first class, registered, or certified mail, postage prepaid, addressed:

(a) if to City, City Manager or Mayor, as applicable, City of Pueblo, 1 City Hall Place, 2nd Floor, Pueblo, Colorado, 81003, with copy to City Attorney, 1 City Hall Place, 3rd Floor, Pueblo, Colorado, 81003, or

(b) if to the Company, Attn: Chief Executive Officer, c/o The Challenger Group, Inc., 8605 Explorer Drive, Suite 250, Colorado Springs, CO 80927.

or to such other person or address as either party shall specify in written notice given to the other party pursuant to the provisions of this Section 10. Notice shall be effective (i) upon receipt if delivered personally, or (ii) three (3) business days after deposit in the mails, if mailed.

11. Time is of the essence hereof. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns, provided Company may not assign this Agreement or any interest herein without the express written consent of the City which will not be unreasonably withheld or delayed. Any assignment or attempted assignment of this Agreement by Company without such consent shall be null and void. No assignment of this Agreement or any interest herein by Company shall release or discharge Company from any of its obligations under this Agreement unless otherwise agreed by City at the time consent to assignment is given.

12. The persons signing this Agreement in the name of and on behalf of City and Company represent and warrant that they, and the entities they represent, have the requisite power and authority to enter into, execute, and deliver this Agreement, and that this Agreement is a valid and legally binding obligation of Company and City, enforceable against them in accordance with its terms.

13. Company represents and warrants that no person, entity, or organization has been employed or retained or will receive or be paid, directly or indirectly, any commission, percentage, contingent fee or any other remuneration payment or receipt of which is contingent upon approval of this Agreement by City or City's advancement of City Funds to Company hereunder. For breach or violation of this warranty, City shall have the right to terminate this Agreement, or recover the full amount of such commission, percentage, contingent fee or other remuneration, or to seek such other remedies legally available to City, which remedies shall be cumulative.

14. In no event shall City, its officers, agents or employees be liable to Company for damages, including without limitation, compensatory, punitive, indirect, special or consequential damages, resulting from or arising out of or related to this Agreement or the performance or breach thereof by City or the failure or delay of City in the performance of any covenant or provision under this Agreement on its part to be performed. In consideration of City entering into this Agreement, Company hereby waives and discharges City, its officers, agents and employees from all claims for any and all such damages. No breach, default, delay or failure of City under this Agreement shall be or be construed to be a waiver, discharge or release of Company's Repayment Obligation under Section 4 hereof with respect to the amount of City Funds actually advanced or paid by City to or for the benefit of Company pursuant to Section 2 hereof.

15. If any provision of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the other provisions of this Agreement which shall remain in full force and effect.

16. Neither party shall be, or hold itself out as, agent of the other or as partners or joint venturers under this Agreement.

17. Each party acknowledges that this Agreement was fully negotiated by the parties and, therefore, no provision of this Agreement shall be interpreted against any party because such party or its legal representative drafted such provision.

18. The provisions of this Agreement are for the exclusive benefit of the parties hereto and their successors and permitted assigns, and no third party shall be a beneficiary, or have any rights by virtue of, this Agreement.

19. This Agreement may be executed in any number of counterparts, and each such counterpart shall be deemed for all purposes to be an original, and all such counterparts shall together constitute but one and the same original.

Executed at Pueblo, Colorado, this 9th day of October, 2018.

City of Pueblo, Colorado
a Colorado Municipal Corporation

[SEAL]

Attest: Brenda Arrijo
Acting City Clerk

By _____
President of the City Council

Key Structures, LLC
a Colorado Limited Liability Company

By _____
Brian Bahr
Manager

STATE OF COLORADO)
) ss.
COUNTY OF El Paso)

The foregoing instrument was acknowledged before me this 9 day of October, 2018 by Brian Bahr as Manager of Key Structures, LLC, a Colorado limited liability company.

Witness my hand and official seal.

My commission expires: 9-27-2020.

[SEAL]

Janna Kelley
Notary Public

JANNA KELLEY
Notary Public
State of Colorado
Notary ID # 20164037111
My Commission Expires 09-27-2020

Agreement Amending Employment Agreement

This Agreement is entered into as of the 28th day of October, 2024 by and among Aboda Pueblo LLC, a Colorado limited liability company (the "***Company***"), Biltwise Structures, LLC, a Delaware limited liability company ("***Biltwise SC***"); Aboda Design, Inc., a Delaware corporation ("***Aboda Design***"); Pueblo Modular, LLC, a Colorado limited liability company ("***Pueblo Mod***") , Key Structures, LLC ("***Key***") and the City of Pueblo, Colorado ("City").

WHEREAS, Key applied for, and was granted an economic development fund loan in the amount of $2,100,000 by the City of Pueblo as an incentive to locate its factory-produced, pre-engineered building units business in the City's Airport Industrial Park pursuant to an Agreement dated October 9, 2018, (hereinafter "Employment Agreement") a copy of which is attached hereto as Exhibit A;

WHEREAS, the primary purpose of the economic development funds and the Employment Agreement was to make funds available to Key for the creation of primary jobs;

WHEREAS, the Employment Agreement required Key to employ no less than 125 full-time employees as defined by the Employment Agreement for a period of eighty-four (84) months following the employment commencement date of October 1, 2021;

WHEREAS, Key's loan obligation to the City is reduced every quarter it meets its employment obligation;

WHEREAS, the Employment Agreement is secured by a Deed of Trust (hereinafter "Pueblo Deed of Trust") against the real property defined as Lots 54 and 55, Pueblo Memorial Airport Industrial Park Subdivision, Pueblo County, State of Colorado and commonly known as: 319 Lockheed Street, Pueblo, CO 81001 (hereafter the "Property"), such Pueblo Deed of Trust is attached hereto as Exhibit B;

WHEREAS, Key now desires to transfer its manufacturing business in Pueblo and the Property to Aboda Pueblo, LLC;

WHEREAS, Biltwise, SC, Aboda Design and Pueblo Mod formed the limited liability company known as Aboda Pueblo, LLC and entered into that certain Operating Agreement dated as of April 30, 2024 (the "Operating Agreement");

WHEREAS the purpose of Aboda Pueblo, LLC is to design, produce, market and sell modular housing components and related services; and

WHEREAS, pursuant to the Operating Agreement, Pueblo Mod, an affiliate of Key and of which Key is a member, agreed to contribute the Property and all personal property located on and within the Property to Aboda Pueblo, LLC; and

WHEREAS, Aboda Pueblo, LLC has secured a loan from the Colorado Housing and Finance Authority ("CHFA") in the amount of four million dollars ($4,000,000) and CHFA requires the City of Pueblo to subordinate its Deed of Trust securing the Employment Agreement as a condition of the loan;

Now Therefore the parties agree as follows:

1. By this Agreement, Key and Aboda Pueblo, LLC shall be jointly and severally liable for all debts and obligations set forth in the Employment Agreement that arise after the subordination of the Deed of Trust. Any prior or existing default under the Employment Agreement or the Deed of Trust is the sole liability of Key,

2. The Employment Agreement attached hereto as Exhibit A and incorporated herein by this reference is hereby amended to add Aboda Pueblo, LLC as a party thereto. By entering into and signing this Agreement Aboda Pueblo, LLC agrees to be bound as of the date of the subordination of the Deed of Trust by all the terms and conditions of the Employment Agreement that arise after such subordination and thereby shall have all the same rights, obligations, and debts under the Employment Agreement as Key.

3. Aboda Pueblo, LLC shall file in the office of the City Clerk the following (i) a certificate or other evidence of authority to transact business in the State of Colorado issued by the Colorado Secretary of State and (ii) certified copies of the resolutions of the governing board of Aboda Pueblo, LLC approving this Agreement and authorizing its officers to execute and deliver said document in the name of Company and (iii) this Agreement, executed by an authorized officer of Aboda Pueblo, LLC .

4. Upon execution of this Agreement, Key may deed the Property and all personal property on or within the Property to Pueblo Mod, which will in turn immediately deed the Property and all personal Property on or within the Property to Aboda Pueblo, LLC to thereafter be used for the design, production, marketing, and sale of factory-produced, pre-engineered modular building units.

5. Aboda Pueblo, LLC shall commence to manufacture modular housing components and comply with all employment commitments pursuant to the Employment Agreement within 60 days of the date of this Agreement. Attached as Exhibit C is the Company's 5-year financial model, which demonstrates the anticipated growth for the Company and its ability to meet the employment commitment in the Employment Agreement.

6. Key and Aboda Pueblo, LLC shall hereafter be jointly and severally liable under the Employment Agreement and Pueblo Deed of Trust for any default arising under either the Employment Agreement or the Pueblo Deed of Trust after the City's subordination of the Deed of Trust. The City agrees to subordinate the Pueblo Deed of Trust in favor of the CHFA Deed of Trust upon the posting of a Letter of Credit by Key with the City, in form and substance acceptable to the City, which will allow the letter of credit to be drawn upon to the extent of any default under the Employment Agreement, Pueblo Deed of Trust, the CHFA Deed of Trust, or to pay any amounts due to the City of Pueblo under the Employment Agreement. Copies of the Letter of Credit and Subordination Agreement are attached as Exhibits D and E respectively.

7. Notwithstanding any provisions of this Agreement to the contrary, City shall look first to Key and the Letter of Credit to collect any amounts owed to it under the Employment Agreement and any such payments made pursuant to the Letter of Credit shall be deemed a cure of any such default to the extent satisfied out of the Letter of Credit. Should City be unable to collect, for whatever reason, the full amount owed to it from Key or the Letter of Credit within 30 days, the City may seek all legal or equitable remedies available to it against Key, Adoba Pueblo, LLC, or the Property, provided that the City shall provide Aboda Pueblo, LLC with written notice of such failure at least ten (10) days prior to taking such legal or equitable remedies.

8. Any leases of property or agreements with the City other than the Employment Agreement shall remain the sole obligation of Key. Aboda Pueblo,LLC is not assuming any such obligations nor does it intend to utilize any such leased property.

9. Notwithstanding any other provision of this Agreement even if seemingly to the contrary, at such time that the City has been repaid all amounts advanced to Key pursuant to the Employment Agreement after taking into account all credits for employment to which Key and/or Aboda Pueblo, LLC was entitled pursuant to the Employment Agreement, Aboda Pueblo, LLC shall not have any further liability to the City arising from the Employment Agreement or the Deed of Trust.

10. Each party acknowledges that this Agreement was fully negotiated by the parties and, therefore, no provision of this Agreement shall be interpreted against any party because such party or its legal representative drafted such provision.

11. This Agreement may be executed in any number of counterparts, and each such counterpart shall be deemed for all purposes to be an original, and all such counterparts shall together constitute but one and the same original.

In witness whereof, the undersigned have affixed their signature as of the date first set forth above.

Company:

ABODA PUEBLO LLC,
a Colorado limited liability company

By: Aboda Design, Inc.,
a Delaware corporation,
its Member and Authorized
Representative

By: _____
Fedja Jovanovic,
President and Authorized
Representative

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me on _____, 20____, by Fedja Jovanovic, as President and Authorized Representative of Aboda Design, Inc., a Delaware corporation, a Member and Authorized Representative of Aboda Pueblo LLC, a Colorado limited liability company.

Witness my hand and official seal.

My Commission expires: _____

[SEAL]

_____
Notary Public

Members:

Biltwise Structures LLC,
a Delaware limited liability company

By: _____
Printed Name: _____
Title: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me on _____, 20____, by _____, as a Member and Authorized Representative of Biltwise Structures LLC, a Delaware limited liability company.

Witness my hand and official seal.

My Commission expires: _____

[SEAL]

_____
Notary Public

Aboda Design, Inc.,
a Delaware corporation

By: _____
Fedja Jovanovic,
President and Authorized
Representative

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me on _____, 20____, by Fedja Jovanovic, as President and Authorized Representative of Aboda Design, Inc., a Delaware corporation.

Witness my hand and official seal.

My Commission expires: _____

[SEAL]

_____
Notary Public

Pueblo Modular LLC,

a Colorado limited liability company

By: _____

Printed Name:_____

Title: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me on _____, 20____, by _____, as Member and Authorized Representative of Pueblo Modular Design LLC, a Colorado Limited Liability Company.

Witness my hand and official seal.

My Commission expires: _____

[SEAL]

_____

Notary Public

Key Structures LLC,
a Colorado limited liability company

By: _____

Printed Name: _____

Title: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me on _____, 20____, by _____, as Member and Authorized Representative of Key Structures LLC, a Colorado limited liability company.

Witness my hand and official seal.

My Commission expires: _____

[SEAL]

_____

Notary Public

[S E A L]

City of Pueblo, State of Colorado

Attest:_____

By:_____
Mark Aliff, President of City Council

City Clerk

CHFA Loan No: «CHFA_Loan_No»

After Recording Return To:
Colorado Housing and Finance Authority
1981 Blake Street
Denver, Colorado 80202-1272
Attn: Melissa Nuccio, Senior Paralegal

AFFORDABLE HOUSING FINANCING FUND
MODULAR FINANCE PROGRAM

SUBORDINATION OF DEED OF TRUST

THIS SUBORDINATION OF DEED OF TRUST (the "**Agreement**") is dated as of _____, 20__, by KEY STRUCTURES, LLC, a Colorado limited liability company ("**Key Structures**"), PUEBLO MODULAR, LLC, a Colorado limited liability company "**Pueblo Mod**"), ABODA PUEBLO LLC, a Colorado limited liability company ("**Aboda**"; and together with Key Structures and Pueblo Mod, collectively the "**Borrower Parties**"), the CITY OF PUEBLO, a Colorado municipal corporation (the "**City**") and the COLORADO HOUSING AND FINANCE AUTHORITY, a body corporate and political subdivision of the State of Colorado, solely in its capacity as the Program Administrator for the AFFORDABLE HOUSING FINANCING FUND, managed by the Colorado Office of Economic Development and International Trade, a Colorado state agency (the "**Senior Lender**").

RECITALS:

A. City made a loan to Key Structures in the original principal amount of Two Million One Hundred Thousand Dollars and No/100 Dollars ($2,100,000.00) (the "**City Loan**"), in connection with the project with an address of 319 Lockheed Street, Pueblo, Colorado 81001, which is more particularly described on Exhibit A, attached hereto and made a part hereof by this reference (the "**Property**"). The City Loan is evidenced by that certain Employment Agreement dated October 9, 2018, entered into by and between Key Structures and the City (the "**Employment Agreement**"). The Employment Agreement is secured by that certain Deed of Trust for the benefit of the City dated November 6, 2018, recorded on November 15, 2018, under Reception No. 2122950 (as modified, the "**City Deed of Trust**"), in the real estate records of the Clerk and Recorder of the County of Pueblo, Colorado (the "**Records**").

B. Key Structures has transferred, or is about to transfer, its fee simple title to the Property to its wholly owned subsidiary, Pueblo Mod, subject to the City Loan.

C. Pueblo Mod will further transfer its fee simple title to the Property, subject to the City Loan, as a contribution to Aboda for the purpose of operating a modular housing manufacturing facility.

D. The Borrower Parties and the City have entered into an Agreement to Amend the Employment Agreement dated October 28, 2024 (the "**Amendment**").

E. In consideration for amendment of the Employment Agreement and subordination of the City Deed of Trust, Key Structures has agreed to post a letter of credit with the City in the amount of One Million Two Hundred Twenty-five Thousand Four Hundred Fourteen and 71/100 Dollars ($1,225,414.71) (the "**Letter of Credit**") as security for the City Loan.

F. The Employment Agreement, City Deed of Trust, Amendment, Letter of Credit and all other documents and agreements related to the City Loan are collectively referred to herein as the "**City Loan Documents**").

G. Aboda has executed, or is about to execute, a Promissory Note payable to the Senior Lender (the "**Senior Note**") in the original principal amount of up to Four Million and No/100 Dollars ($4,000,000.00) (the "**Senior Loan**") upon the terms and conditions of a Loan Agreement dated as of _____, 20__ , between Senior Lender and Borrower ("**Senior Loan Agreement**"). The Senior Note is secured by a Deed of Trust, Security Agreement, Financing Statement, Fixture Filing, and Assignment of Rents and Leases, executed by Aboda and recorded in the Records on _____, 20__ at Reception No. _____ (the "**Senior Deed of Trust**"), which encumbers Aboda's interest in the Property. The Senior Note, Senior Loan Agreement, Senior Deed of Trust, and all other documents and agreements evidencing, securing and/or executed in connection with the Senior Loan are collectively referred to herein as the "**Senior Loan Documents**").

H. The Senior Lender is willing to make the Senior Loan to Aboda provided the City will specifically and unconditionally subordinate the City Deed of Trust to the lien or charge of the Senior Deed of Trust.

I. It is to the mutual benefit of all parties to this Agreement that the Senior Lender make such loan to Aboda; and the City agrees that the Senior Deed of Trust, when recorded, will constitute a lien or charge upon the Property, which is unconditionally prior and superior to the City Deed of Trust.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties hereto and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Senior Lender to make the Senior Loan to Aboda, it is hereby declared, understood and agreed as follows:

1. **City Approval of Transfers**. The City hereby provides written consent to the transfer by (i) Key Structures of its fee simple title to the Property, subject to the City Loan, to Pueblo Mod, and (ii) Pueblo Mod of its fee simple title to the Property, subject to the City Loan, to Aboda.

2. **Subordination**. The City hereby represents to Senior Lender that it is the current beneficiary of the City Deed of Trust, and the City does hereby agree that the City Deed of Trust, and all of the City's rights thereunder, shall be in all respects subordinate, secondary, inferior and junior to the liens, terms, covenants, conditions, operations, and effects of the Senior Deed of Trust, and the other Senior Loan Documents, and all extensions, renewals or modifications thereof, all as executed and delivered by Aboda to the Senior Lender as security for the Senior Note. Notwithstanding the foregoing, any and all indebtedness under the City Agreement, Letter of Credit, and Amendment shall not be subject to or affected by this Agreement.

3. **City Acknowledgement**. For the purposes of this Agreement, the City acknowledges and agrees that all disbursement of loan proceeds and other advances made by the Senior Lender pursuant to the Senior Loan Documents shall be conclusively presumed to have been disbursed in accordance therewith and for the purposes therein provided.

4. **Senior Loan Documents Superior**. No amendment of the documents evidencing or relating to the City Loan shall directly or indirectly modify the provisions of this Agreement in any manner which might terminate or impair the subordination of the City Deed of Trust to the liens, terms, covenants, conditions, operations, and effects of the Senior Loan Documents. At any time and from time to time, without notice to the City, Senior Lender may take such actions with respect to the Senior Loan as Senior Lender, in its sole discretion, may deem appropriate, including, without limitation, terminating advances to Aboda, increasing the principal amount, extending the time of payment, increasing applicable interest rates, renewing, compromising or otherwise amending the terms of any documents affecting the Senior Loan and any Property securing the Senior Loan, and enforcing or failing to enforce any rights against Aboda or any other person. No such action or inaction shall impair or otherwise affect Senior Lender's rights hereunder.

5. **City Loan Default**. The City hereby agrees that upon the occurrence of a default by Aboda or any of the other Borrower Parties under the terms of any of the City Loan Documents, the City shall provide written notice to the Senior Lender thereof within ten (10) days of such default. The City will not exercise any remedies available pursuant to the City Deed of Trust against Aboda, any of the other Borrower Parties and/or the Property until sixty (60) days after the City has delivered to Senior Lender written notice that it intends to exercise its remedies. The City may not exercise any of its remedies, including any foreclosure action under the City Deed of Trust, until the earlier of (i) the expiration of such 60-day period or such longer period as provided herein or in the City Deed of Trust, or (ii) the delivery by Senior Lender to the City of Senior Lender's written consent to such remedial action by the City. The City's exercise of any of its remedies available pursuant to the City Deed of Trust will be subject to the provisions of this Agreement. Except as explicitly stated herein, in the event of a default under the Employment Agreement, the City may, without Senior Lender's consent, exercise any rights or remedies available to it pursuant to the Employment Agreement, Amendment, or Letter of Credit; provided, however, that, as set forth in, and in accordance with, the Amendment, the City shall look first to Key Structures and the Letter of Credit to collect any amounts owed to it under the Employment

Agreement. The City and Senior Lender acknowledge that the provisions of this Section 5 are fair and reasonable under the circumstances, that each has received a substantial benefit from this Agreement, and that neither would have entered into this Agreement without the inclusion of these provisions in this Agreement.

6. **Senior Lender Right to Cure**. The City agrees that it will not, without first providing written notice to the Senior Lender and a reasonable opportunity for the Senior Lender to cure, as set forth in Section 5 above: (a) enforce or foreclose upon the City Deed of Trust; (b) join in any petition for bankruptcy, assignment for the benefit of creditors or creditor's agreement involving the assets of any of the Borrower Parties, or incur any obligation to or receive any loans, advances or gifts from any of the Borrower Parties with respect to the City Loan. Notwithstanding the foregoing, any one of the Borrower Parties may make regularly scheduled payments under the City Loan to the City in accordance with the Employment Agreement, Amendment, and Letter of Credit, and the Limited Liability Company Operating Agreement of Aboda Pueblo LLC dated as of April 30, 2024, as amended by that certain First Amendment to Operating Agreement dated as of May 30, 2023, and as may be further amended from time to time (the "**Borrower's Operating Agreement**").

7. **Senior Lender Rights**. The Senior Lender shall have no obligation to the City with respect to the Property or the Senior Loan. The Senior Lender may in accordance with the Senior Deed of Trust (a) exercise collection rights, (b) take possession of, sell or dispose of, and otherwise deal with, the Property, (c) in the Senior Lender's name, or in Aboda's name, demand, sue for, collect or receive any money or property at any time payable or receivable on account of, the Property; (d) prosecute, settle and receive proceeds on any insurance claims relating to the Property, and (e) exercise and enforce any right or remedy available to the Senior Lender with respect to the Property, whether available before or after the occurrence of any default; all without notice to or consent by anyone except as specifically required by law. The Senior Lender may apply the proceeds of the Property in any order the Senior Lender deems appropriate in its sole discretion, except as required by law.

8. **Subordination After Reinstatement of Senior Loan**. The subordination of the City Deed of Trust will continue if any payment under the Senior Loan Documents (whether by or on behalf of Aboda, as proceeds of security or enforcement of any right of set-off or otherwise) is for any reason repaid or returned to Aboda or its insolvent estate, or avoided, set aside or required to be paid to Aboda, a trustee, receiver or other similar party under any bankruptcy, insolvency, receivership or similar law. In such event, any or all of the Senior Loan originally intended to be satisfied will be deemed to be reinstated and outstanding to the extent of any repayment, return, or other action, as if such payment on account of the Senior Loan had not been made.

9. **Representations**. All necessary action on the part of the City, its officers, directors, partners, members and shareholders, as applicable, necessary for the authorization of this Agreement and the performance of all obligations of the City hereunder has been taken. This Agreement constitutes the legal, valid and binding obligation of the City, enforceable against the City in accordance with its terms. The execution, delivery and performance of and compliance

with this Agreement by the City will not (i) result in any material violation or default of any term of any of the City's charter, formation or other organizational documents (such as Articles or Certificate of Incorporation, bylaws, partnership agreement, operating agreement, etc.) or (ii) violate any material applicable law, rule or regulation. The City further represents and warrants that each of the following is true as of the date of this Agreement: (i) the City Loan Documents are now in full force and effect; (ii) the City Loan Documents have not been modified or amended; (iii) no City Deed of Trust Default has occurred; (iv) the City is the beneficiary of the City Loan Documents; and (v) none of the rights of the City under any of the City Loan Documents are subject to the rights of any third parties, by way of subrogation, indemnification or otherwise.

10. **Confirmation of Subordinate Loan Terms**. Within 10 days after request by Senior Lender, the City will furnish Senior Lender with a statement, duly acknowledged and certified setting forth the then-current amount and terms of the City Loan Documents, confirming that there exists no default under the same (or describing any default that does exist), and certifying to such other information with respect to the City Loan Documents as Senior Lender may request.

11. **Notice**. Any notice which any party hereto may desire or may be required to give to any other party under this Agreement shall be in writing, and shall be deemed to have been given (i) one (1) business day after being delivered to a nationally recognized overnight delivery service, (ii) on the day sent by telecopier or other facsimile transmission, answerback requested, or (iii) on the day delivered personally, in each case, to the parties at the addresses set forth as follows: if to Senior Lender, at the address identified in the Senior Deed of Trust; if to the City, at the address identified in the City Deed of Trust, if to Aboda, at the address identified in the Senior Deed of Trust.

12. **Further Assurances**. The City hereby agrees to execute such documents and/or take such further action as Senior Lender may at any time or times reasonably request in order to carry out the provisions and intent of this Agreement, including, without limitation, ratifications and confirmations of this Agreement from time to time hereafter, as and when requested by Senior Lender.

13. **Consent to Insert Information**. The City hereby agrees that Senior Lender, or any person or entity acting upon the directions of the Senior Lender, is permitted to change this Agreement only for the sole and limited purpose of inserting information in this Agreement regarding the date and recording of the Senior Deed of Trust.

14. **Payment of Costs**. Aboda shall pay all costs and expenses, including without limitation, court costs and reasonable attorneys' fees, incurred by Senior Lender in enforcing performance of the obligations of Aboda or any of the Borrower Parties or in exercising the rights and remedies of Senior Lender hereunder. All such costs and expenses shall be secured by this Agreement and by the Senior Loan Documents. In the event of any court proceedings, court costs and attorneys' fees shall be set by the court and not by jury and shall be included in any judgment obtained by Senior Lender.

15. **Termination**. Upon payment in full of the principal, interest and all other indebtedness evidenced by the Senior Loan Documents, this Agreement shall cease, terminate and be of no further effect; provided, however, that the affidavit, certificate, letter or statement of Senior Lender or any officer, agent or attorney of Senior Lender showing any part of the principal, interest or other indebtedness on the Senior Note being unpaid shall constitute conclusive evidence of the validity, effectiveness, and continuing force of this Agreement and any person may, and is hereby authorized to, rely thereon.

16. **Severability**. If any provision of this Agreement shall be invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

17. **Entire Agreement; Amendment**. This Agreement contains the entire agreement between and among the parties hereto with respect to the subordination of the City Deed of Trust as to the Senior Deed of Trust, the Senior Regulatory Agreement and the Senior Loan Documents. Senior Lender acknowledges that the City has entered into the Amendment with the Borrower Parties as of the date hereof regarding the Employment Agreement and Letter of Credit. The City is not relying on any representations by Senior Lender or Aboda in entering into this Agreement, and the City has kept and will continue to keep itself fully apprised of the financial and other condition of Aboda. This Agreement may be amended only by written instrument signed by Senior Lender and the City.

18. **Inurement; No Third-Party Beneficiaries**. This Agreement and each and every covenant, agreement and other provisions hereof shall be binding upon the parties hereto and their respective successors and assigns. This Agreement shall remain effective until terminated in writing by Senior Lender. This Agreement is solely for the benefit of the City and Senior Lender and not for the benefit of Aboda, the other Borrower Parties or any other party.

19. **Governing Law**. This Agreement is made and executed under and in all respects will be governed and construed by the laws of the State of Colorado.

20. **Remedies**. Each party to this Agreement acknowledges that if any party fails to comply with its obligations under this Agreement, the other parties will have all rights available at law and in equity, including the right to obtain specific performance of the obligations of such defaulting party and injunctive relief.

21. **Counterparts**. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which, when taken together, shall be deemed one and the same instrument.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first written.

CITY:

CITY OF PUEBLO,
a Colorado municipal corporation

By:_____
Name: Mark Aliff
Title: President of City Council

STATE OF COLORADO)
) ss.
_____ COUNTY)

The foregoing instrument was acknowledged before me this _____ day of _____, 202__ by Mark Aliff as President of city Council of the City of Pueblo, a Colorado municipal corporation.

Witness my hand and official seal.

(S E A L)

_____
Notary Public

My commission expires: _____

BORROWER PARTIES:

ABODA PUEBLO LLC,
a Colorado limited liability company

By: Aboda Design, Inc.,
A Delaware corporation,
Its Member and Authorized Representative

By: _____
Fedja Javonovic,
President and Authorized Representative

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me on _____, 20____, by Fedja Jovanovic, as President and Authorized Representative of Aboda Design, Inc., a Delaware corporation, a Member and Authorized Representative of Aboda Pueblo LLC, a Colorado limited liability company.

Witness my hand and official seal.

My Commission expires: _____

[SEAL]

_____
Notary Public

PUEBLO MODULAR, LLC,
a Colorado limited liability company

By: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me on _____, 20____, by _____, as _____ of Pueblo Modular, LLC, a Colorado limited liability company.

Witness my hand and official seal.

My Commission expires: _____

[SEAL]

_____
Notary Public

KEY STRUCTURES, LLC,
a Colorado limited liability company

By: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me on _____, 20____, by _____, as _____ of Key Structures, LLC, a Colorado limited liability company.

Witness my hand and official seal.

My Commission expires: _____

[SEAL]

_____
Notary Public

CHFA Loan No. _____

SENIOR LENDER:

COLORADO HOUSING AND FINANCE AUTHORITY, a body corporate and political subdivision of the State of Colorado, solely in its capacity as the Program Administrator for the AFFORDABLE HOUSING FINANCING FUND, managed by the Colorado Office of Economic Development and International Trade, a Colorado state agency

By: _____
[name/title]
Colorado Housing and Finance Authority

STATE OF COLORADO)
) ss.
CITY AND COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this _____ day of _____ 202__, by _____, as _____ of the Colorado Housing and Finance Authority, a body corporate and political subdivision of the State of Colorado, solely in its capacity as program administrator on behalf of the Colorado Office of Economic Development and International Trade, a Colorado state agency, manager of the Affordable Housing Financing Fund.

Witness my hand and official seal.

My Commission expires: _____

[SEAL]

_____
Notary Public

EXHIBIT A

LEGAL DESCRIPTION

Lots 54 and 55, Pueblo Memorial Airport Industrial Park Subdivision, Pueblo County, State of Colorado

Also known as (for informational purposes only): 319 Lockheed Street, Pueblo, CO 81001.

FIRSTBANK
2 N. CASCADE AVE., SUITE 130 COLORADO SPRINGS, CO 80903 719-477-9000

IRREVOCABLE LETTER OF CREDIT

Date of Issue: October 28, 2024

Place of Issue: Colorado

To: The City of Pueblo
Attn: Mayor
1 City Hall Place
Pueblo, CO 81003

Account Party: Key Structures, LLC
8605 Explorer Drive, Ste 250
Colorado Springs, CO 80920

Irrevocable Letter of Credit No.: 997-2697 **Expiration Date: February 28, 2029**

Beneficiary: City of Pueblo

1 City Hall Place, Pueblo, CO 81003

Gentlemen:

At the request of Key Structures, LLC, we hereby establish our Irrevocable Standby Letter of Credit in your favor for the amount of One Million Two Hundred Twenty-five Four Hundred Fourteen and 71/100 Dollars ($1,225,414.71 USD). This credit is available for payment against presentation of your draft(s) at Sight drawn on FirstBank, 12345 West Colfax Ave, Lakewood, CO 80215 bearing the clause: "Drawn under credit No. 997-2697 of FirstBank" accompanied by the following documents:

A Letter from the City of Pueblo and signed by the Mayor providing that Key Structures, LLC, has failed to perform its obligations set forth in that Agreement, dated October 9, 2018, by and among the City of Pueblo, Colorado, a Colorado municipal corporation, and Key Structures, LLC, a Colorado limited liability company, as amended by that Agreement Amending Employment Agreement, dated October 28, 2024, by and among Aboda Pueblo LLC, a Colorado limited liability company, Biltwise Structures, LLC, a Delaware limited liability company , Aboda Design, Inc., a Delaware corporation, Pueblo Modular, LLC, a Colorado limited liability company, Key Structures, LLC, a Colorado limited liability company, and the City of Pueblo, Colorado, a Colorado municipal corporation including, but not limited to, its obligation to keep a Letter of Credit in place for the duration of its obligation thereunder.

This Letter of Credit shall not be transferable and it shall be governed by the laws of the State of

Colorado. Partial and multiple drawings are permitted under this Letter of Credit. Any subsequent renewals are subject to FirstBank approval.

FirstBank hereby agrees to honor each draft for payment made in compliance with the terms of this Letter of Credit if duly presented, together with any documents as specified herein, on or before the expiration date of this Letter of Credit. In addition, if an out-of-City of Pueblo financial institution, the financial institution hereby agrees to honor each draft for payment made in compliance with the terms of this Letter of Credit if duly presented by registered mail or overnight courier, together with any documents, as specified herein, on or before the expiration date of this Letter of Credit.

FirstBank

_____

Zach B. Bunney, Executive Vice President

October 28, 2024

Date

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: October 15, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Harley Gifford, Deputy City Attorney

SUBJECT: AN ORDINANCE REQUIRING COMPLIANCE WITH FEDERAL LAW ON ABORTION IN PUEBLO, COLORADO

SUMMARY:

Attached is an Ordinance which seeks to amend the Pueblo Municipal Code to make it unlawful for any person to violate a specific portion of 18 U.S.C. § 1461 or 18 U.S.C. § 1462, as it relates to abortion, by using the U.S. Mail or a delivery service (UPS, FedEx, etc.) to deliver anything intended to produce an abortion to include instruments, drugs, and medicines. Additionally, the ordinance seeks to make it unlawful for any person to violate 18 U.S.C. § 1531 by knowingly performing a partial-birth abortion that is not necessary to save the life of a mother.

The ordinance does not allow the City to enforce or threaten to enforce this ordinance by any means whatsoever. Enforcement of this ordinance shall be exclusively through a private civil action by a person against any person or entity in violation of the ordinance. If a person prevails in a private civil action, the ordinance requires a court to award no less than $100,000 for each violation.

PREVIOUS COUNCIL ACTION:

In December 2022, Councilor Maestri prepared and presented a nearly identical ordinance to City Council which was tabled indefinitely on December 12, 2022.

BACKGROUND:

The attached Ordinance has been prepared by Councilor Regina Maestri.

FINANCIAL IMPLICATIONS:

The financial implications of the attached Ordinance are unknown at this time.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

City Council could decide not to amend the Pueblo Municipal Code in accordance with this Ordinance.

RECOMMENDATION:

Legal Staff does not recommend approval of this Ordinance as it is violation of § 25-6-404, C.R.S. which states in part that City Council shall not deny, restrict, interfere with, or discriminate against an individual's fundamental right to have an abortion by regulating the provision of benefits, facilities, services, or information. Additionally, the ordinance is in violation of § 31-15-103, C.R.S. which states in part that City Council shall not make and publish ordinances inconsistent with the laws of the state of Colorado.

ATTACHMENTS:

1. Ordinance
2. Letter from Thomas More Society 9-23-2024

ORDINANCE NO. _____

ORDINANCE REQUIRING COMPLIANCE WITH FEDERAL LAW ON ABORTION IN PUEBLO, COLORADO

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

A. FINDINGS AND DECLARATIONS

The City Council finds that:

(1) Federal law imposes felony criminal liability on every person who ships or receives abortion pills or abortion-related paraphernalia in interstate or foreign commerce, *see* 18 U.S.C. §§ 1461–62.

(2) Federal law also imposes federal criminal liability on every person who performs or aids or abets a partial-birth abortion. *See* 18 U.S.C. § 1531.

(3) The Constitution and laws of Colorado do not and cannot secure a right, privilege or immunity to act in violation of federal criminal statutes such as 18 U.S.C. §§ 1461–62 and 18 U.S.C. § 1531.

(4) The so-called "fundamental right" described in Colo. Rev. Stat. 25-6-403 "to have an abortion and to make decisions about how to exercise that right" does not and cannot encompass conduct that violates federal criminal statutes such as 18 U.S.C. §§ 1461–62 and 18 U.S.C. § 1531.

(5) The members of the City Council are bound by oath to support and defend the Constitution of the United States, and the statutory provisions codified at 18 U.S.C. §§ 1461–62 and 18 U.S.C. § 1531 are the "supreme Law of the Land" under Article VI of the Constitution and must be obeyed and respected by every person within the city of Pueblo and by every judge in the state of Colorado. See U.S. Const. art. VI ("[T]he Laws of the United States . . . shall be the supreme Law of the Land; and the Judges in every State shall be bound thereby, any Thing in the Constitution or Laws of any State to the Contrary notwithstanding.").

(6) We call upon the United States Attorneys for the District of Colorado and throughout the United States, both present and future, to investigate and prosecute all abortion providers and abortion-pill distribution networks under 18 U.S.C. §§ 1461–62.

B. AMENDMENTS TO CITY CODE

Section 1. Title VII of the Pueblo City Code is amended by adding Chapter 9 to read as follows:

CHAPTER 9 - Abortion

Sec. 7-9-1 - Definitions

For the purposes of this chapter, the following definitions shall apply:

(1) "Abortion" means the act of using, prescribing, administering, procuring, or selling of any instrument, medicine, drug, or any other substance, device, or

means with the purpose to terminate the pregnancy of a woman, with knowledge that the termination by any of those means will with reasonable likelihood cause the death of an unborn child. The term does not include:

(A) In vitro fertilization or fertility treatments of any type;

(B) The use, prescription, administration, procuring, or selling of Plan B, morning-after pills, intrauterine devices, or any other type of contraception or emergency contraception; or

(C) An act performed with the purpose to:

(i) Save the life or preserve the health of the unborn child;

(ii) Remove a dead unborn child caused by spontaneous abortion; or

(iii) Remove an ectopic pregnancy, the implantation of a fertilized egg or embryo outside of the uterus.

(2) “Interactive computer service” means any information service, system, or access software provider that provides or enables computer access by multiple users to a computer server, including specifically a service or system that provides access to the Internet and such systems operated or services offered by libraries or educational institutions.

(3) “Partial-birth abortion” means an abortion in which the person performing the abortion—

(A) deliberately and intentionally vaginally delivers a living fetus until, in the case of a head-first presentation, the entire fetal head is outside the body of the mother, or, in the case of breech presentation, any part of the fetal trunk past the navel is outside the body of the mother, for the purpose of performing an overt act that the person knows will kill the partially delivered living fetus; and

(B) performs the overt act, other than completion of delivery, that kills the partially delivered living fetus.

(4) “Woman” and “women” include any person whose biological sex is female, including any person with XX chromosomes and any person with a uterus, regardless of any gender identity that the person attempts to assert or claim.

Sec. 7-9-2 - Compliance with Federal Abortion Laws Required

(a) It shall be unlawful for any person to violate 18 U.S.C. § 1461 by using the mails for the mailing, carriage in the mails, or delivery of:

(1) Any article or thing designed, adapted, or intended for producing abortion; or

(2) Any article, instrument, substance, drug, medicine, or thing which is advertised or described in a manner calculated to lead another to use or apply it for producing abortion;

(b) It shall be unlawful for any person to violate 18 U.S.C. § 1462 by:

(1) using any express company or other common carrier or interactive computer service for carriage in interstate or foreign commerce of any drug, medicine, article, or thing designed, adapted, or intended for producing abortion;

(2) knowingly taking or receiving, from such express company or other common carrier or interactive computer service, any matter or thing described in subsection (b)(1).

(c) It shall be unlawful for any person to violate 18 U.S.C. § 1531 by knowingly performing a partial-birth abortion that is not necessary to save the life of a mother whose life is endangered by a physical disorder, physical illness, or physical injury, including a life-endangering physical condition caused by or arising from the pregnancy itself.

(d) It shall be unlawful for any person to engage in conduct that aids or abets the violations of 18 U.S.C. § 1461 or 18 U.S.C. § 1462 described in subsection (a).

(e) Notwithstanding any other law, the requirements of this section shall be enforced exclusively through the private civil actions described in section 7-9-3. No direct or indirect enforcement of this section may be taken or threatened by the city of Pueblo or any of its employees or agents against any person or entity, by any means whatsoever, and no violation of this section may be used to justify or trigger the enforcement of any other law or any type of adverse consequence under any other law, except as provided in section 7-9-3. This section does not preclude or limit the enforcement of any other law or regulation against conduct that is independently prohibited by such other law or regulation, and that would remain prohibited by such other law or regulation in the absence of this section.

Sec. 7-9-3 - Private Right of Action

(a) Any person, other than the state, its political subdivisions, including the city of Pueblo, and any officer or employee or agent of a state or local governmental entity in this state, has standing to bring and may bring a civil action against any person or entity that:

(1) violates any provision of section 7-9-2(a), section 7-9-2(b), or section 7-9-2(c); or

(2) intends to violate any provision of section 7-9-2(a), section 7-9-2(b), or section 7-9-2(c).

(b) If a claimant prevails in an action brought under this section, the court shall award:

(1) injunctive relief sufficient to prevent the defendant from violating section 7-9-2;

(2) nominal and compensatory damages if the plaintiff has suffered injury or harm from the defendant's conduct, including but not limited to loss of consortium and emotional distress;

(3) statutory damages in an amount of not less than $100,000 for each violation of section 7-9-2(a), section 7-9-2(b), or section 7-9-2(c); and

(4) costs and reasonable attorney's fees.

(c) Notwithstanding Subsection (b), a court may not award relief under Subsection (b)(3) or (b)(4) in response to a violation of Subsection (a)(1) if the defendant demonstrates that a court has already ordered the defendant to pay the full amount of statutory damages under Subsection (b)(3) in another action for that particular violation of section 7-9-2.

(d) Notwithstanding any other law, a person may bring an action under this section not later than the sixth anniversary of the date the cause of action accrues.

(e) Notwithstanding any other law, the following are not a defense to an action brought under this section:

(1) ignorance or mistake of law;

(2) a defendant's belief that the requirements or provisions of this chapter are unconstitutional or were unconstitutional;

(3) a defendant's reliance on any court decision that has been vacated, reversed, or overruled on appeal or by a subsequent court, even if that court decision had not been vacated, reversed, or overruled when the cause of action accrued;

(4) a defendant's reliance on any state or federal court decision that is not binding on the court in which the action has been brought;

(5) a defendant's reliance on any federal or state statute, agency rule or action, or treaty that has been repealed, superseded, or declared invalid or unconstitutional, even if that federal or state statute, agency rule or action, or treaty had not been repealed, superseded, or declared invalid or unconstitutional when the cause of action accrued;

(6) non-mutual issue preclusion or non-mutual claim preclusion;

(7) the consent of the plaintiff or the unborn child's mother to the abortion, or the consent of one or both of the parents of the unborn child's mother to the abortion, or the consent of the legal guardian of the unborn child's mother to the abortion;

(8) contributory or comparative negligence;

(9) assumption of risk;

(10) any claim that the enforcement of this chapter or the imposition of civil liability against the defendant will violate the constitutional rights of third parties, except as provided by section 7-9-4.

(f) This section may not be construed to impose liability on any speech or conduct protected by the First Amendment of the United States Constitution, as made applicable to the states through the United States Supreme Court's interpretation of the Fourteenth Amendment of the United States Constitution, or by Article II, section 10 of the Colorado Constitution.

(g) Notwithstanding any other law, neither the city of Pueblo, nor any of its officers, employees, or agents, may:

(1) act in concert or participation with anyone who brings suit under this section;

(2) establish or attempt to establish any type of agency or fiduciary relationship with a person who brings suit under this section;

(3) make any attempt to control or influence a person’s decision to bring suit under this section or that person’s conduct of the litigation; or

(4) intervene in any action brought under this section.

This subsection does not prohibit a person or entity described by this subsection from filing an amicus curiae brief in the action, so long as that person or entity does not act in concert or participation with the plaintiff or plaintiffs who sue under this section or violate any provision of Subsection (g)(1)–(4).

(h) Notwithstanding any other law, a court may not award costs or attorneys’ fees to a litigant who is sued under this section.

(i) Notwithstanding any other law, a civil action under this section may not be brought:

(1) against the woman upon whom an abortion was performed or induced or attempted to be performed or induced in violation of this chapter, or against a pregnant woman who intends or seeks to abort her unborn child in violation of this chapter;

(2) against any person or entity that performs, aids or abets, or attempts or intends to perform or aid or abet an abortion at the behest of federal agencies, contractors, or employees that are carrying out duties under federal law, if a prohibition on that abortion would violate the doctrines of preemption or intergovernmental immunity;

(3) against any common carrier that transports a pregnant woman to an abortion provider, if the common carrier is unaware that the woman intends to abort her unborn child; or

(4) by any person who impregnated a woman seeking an abortion through an act of rape, sexual assault, or incest, or by anyone who acts in concert or participation with such a person.

7-9-4 - Affirmative Defenses

(a) A defendant against whom an action is brought under section 7-9-3 may assert an affirmative defense to liability under this section if:

(1) the imposition of civil liability on the defendant will violate rights, privileges, or immunities secured by the Constitution or laws of the United States or by the Constitution or laws of the state of Colorado, that belong to the defendant personally; or

(2) the defendant

(A) has standing to assert the rights, privileges, or immunities of a third party under the tests for third-party standing established by the Supreme Court of the United States or the Supreme Court of Colorado; and

(B) demonstrates that the imposition of civil liability on the defendant will violate rights, privileges, or immunities secured by the Constitution or laws of the United States, or by the Constitution or laws of the state of Colorado, that belong to that third party.

(b) The defendant shall bear the burden of proving the affirmative defense in Subsection (a) by a preponderance of the evidence.

(c) Nothing in this section or chapter shall limit or preclude a defendant from asserting the unconstitutionality of any provision or application of this ordinance as a defense to liability under section 7-9-3, or from asserting any other defense that might be available under any other source of law.

7-9-5 - Severability

(a) Mindful of *Leavitt v. Jane L.*, 518 U.S. 137 (1996), in which in the context of determining the severability of a state statute regulating abortion the Supreme Court of the United States held that an explicit statement of legislative intent is controlling, it is the intent of the City Council that every provision, section, subsection, sentence, clause, phrase, or word in this chapter, and every application of the provisions in this chapter to every person, group of persons, or circumstances, are severable from each other.

(b) If any application of any provision in this chapter to any person, group of persons, or circumstances is found by any court to be invalid, preempted, or unconstitutional, for any reason whatsoever, then the remaining applications of that provision to all other persons and circumstances shall be severed and preserved, and shall remain in effect. All constitutionally valid applications of the provisions in this chapter shall be severed from any applications that a court finds to be invalid,

preempted, or unconstitutional, because it is the City Council's intent and priority that every single valid application of every provision in this chapter be allowed to stand alone.

(c) The City Council further declares that it would have enacted this chapter, and each provision, section, subsection, sentence, clause, phrase, or word, and all constitutional applications of the provisions of this chapter, irrespective of the fact that any provision, section, subsection, sentence, clause, phrase, or word, or applications of this chapter were to be declared invalid, preempted, or unconstitutional.

(d) If any provision of this chapter is found by any court to be unconstitutionally vague, then the applications of that provision that do not present constitutional vagueness problems shall be severed and remain in force, consistent with the severability requirements of Subsections (a), (b), and (c).

(e) No court may decline to enforce the severability requirements of Subsections (a), (b), (c), and (d) on the ground that severance would "rewrite" the ordinance or involve the court in legislative or lawmaking activity. A court that declines to enforce or enjoins a state or local official from enforcing a statute or ordinance is never rewriting the underlying law or engaging in legislative or lawmaking activity, as the statute or ordinance continues to contain the same words as before the court's decision. A judicial injunction or declaration of unconstitutionality:

(1) is nothing more than an edict prohibiting enforcement that may subsequently be vacated by a later court if that court has a different understanding of the requirements of the Colorado Constitution or United States Constitution;

(2) is not a formal amendment of the language in a statute or ordinance; and

(3) no more rewrites a statute or ordinance than a decision by the executive not to enforce a duly enacted statute in a limited and defined set of circumstances.

(f) If any court, including any state or federal court, disregards any of the severability requirements in Subsections (a), (b), (c), (d), or (e), and declares or finds any provision of this chapter facially invalid, preempted, or unconstitutional, when there are discrete applications of that provision can be enforced against a person, group of persons, or circumstances without violating federal or state law or the federal or state constitutions, then that provision shall be interpreted, as a matter of city law, as if the city had enacted a provision limited to the persons, group of persons, or circumstances for which the provision's application will not violate federal or state law or the federal or state constitutions, and every court shall adopt this saving construction of that provision until the court ruling that pronounced the provision facially invalid, preempted, or unconstitutional is vacated or overruled.

C. EFFECTIVE DATE

This ordinance shall go into immediate effect upon majority vote by the 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

Thomas More SOCIETY

September 23, 2024

Pueblo City Council
1 City Hall Place
Pueblo, Colorado 81003

PRIVILEGED AND CONFIDENTIAL

Dear Pueblo City Council:

I understand that the city council of Pueblo, Colorado is considering whether to enact an ordinance requiring compliance with federal law on abortion in Pueblo—an ordinance like ones that have been passed by political subdivisions across the United States.

I commit to you that the Thomas More Society will provide *pro bono* legal representation to the city of Pueblo, at no cost to the city or its taxpayers, in any litigation that results from a decision to enact this ordinance.

Please do not hesitate to call or e-mail me if you have any questions.

Sincerely,

Peter Breen
Executive Vice President & Director of Litigation

Docusign Envelope ID: ECD5E34E-CC87-49FB-BF59-4EED42790744

City Clerk's Office Item # Q1

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: October 15, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Brett Boston, Councilor

SUBJECT: A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2024 GENERAL FUND BUDGET TO LATINO CHAMBER DEVELOPMENT FOUNDATION IN THE AMOUNT OF $1,000 TO SPONSOR THE FESTIVAL OF TREES ON DECEMBER 12, 2024, AT 5 PM AT THE PUEBLO UNION DEPOT.

SUMMARY:

Attached for consideration is a request for support of Latino Chamber Development Foundation in the amount of $1,000 to sponsor the Festival of Trees on December 12, 2024 at 5 pm at the Pueblo Union Depot.

PREVIOUS COUNCIL ACTION:

Council supported this event for $1,000 in 2023 and 2022.

BACKGROUND:

City Council Member Brett Boston is requesting $1,000 to support this event. For more than a decade the Latino Chamber of Commerce and United Way of Pueblo County have partnered together during the magical holiday season to bring you the Annual Festival of Trees! This event is not only a holiday themed After Hours Professional Mixer, but is also an event you can celebrate Christmas early and give back to non-profit organizations through the decorated Christmas trees silent auction. The Annual Festival of Trees is held on the second Thursday in December from 5:00pm - 8:00pm. This is one of the most festive and unique events of the year!

FINANCIAL IMPLICATIONS:

Payment of funds in the amount of $1,000 would be paid from the Council Contingencies Account in the 2024 General Fund Budget to Latino Chamber Development Foundation.

Docusign Envelope ID: ECD5E34E-CC87-49FB-BF59-4EED42790744

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 Brett Boston.

ATTACHMENTS:

1. 2024 Annual Festival of Trees Sponsor Sheet
2. 2024 Contingencies (Council) Latino Chamber Development - Festival of Trees
3. Colorado Secretary of State - Organization Record Confirmation Latino Development pulled 091924

Docusign Envelope ID: ECD5E34E-CC87-49FB-BF59-4EED42790744

RESOLUTION NO. 15794

A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2024 GENERAL FUND BUDGET TO LATINO CHAMBER DEVELOPMENT FOUNDATION IN THE AMOUNT OF $1,000 TO SPONSOR THE FESTIVAL OF TREES ON DECEMBER 12, 2024, AT 5 PM AT THE PUEBLO UNION DEPOT.

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Payment in the amount of $1,000 from the Council Contingencies Account in the 2024 General Fund Budget is authorized to be paid to Latino Chamber Development Foundation to sponsor the Festival of Trees on December 12, 2024, at 5 pm at the Pueblo Union Depot.

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: October 15, 2024

BY: Dennis Flores
MEMBER OF CITY COUNCIL

APPROVED: DocuSigned by: Mark Aliff B7A4F51823AB462...
PRESIDENT OF CITY COUNCIL

ATTESTED BY: Signed by: 330F90D300E24F8...
DEPUTY CITY CLERK

ANNUAL FESTIVAL OF TREES

Latino Chamber of Commerce of Pueblo, Inc.

United Way of Pueblo County

Festival of Trees
Decorating Competition and Auction

For more than a decade the Latino Chamber of Commerce and United Way of Pueblo County have partnered together during the magical holiday season to bring you the **Annual Festival of Trees**! This event is not only a holiday themed After Hours Professional Mixer, but is also an event you can celebrate Christmas early and give back to non-profit organizations through the decorated Christmas trees silent auction. The Annual Festival of Trees is held on the second Thursday in December from 5:00pm - 8:00pm. This is one of the most festive and unique events of the year!

NORTH POLE | $1,500

- 10 Complimentary Entry Tickets
- Welcome remarks during the event
- Sponsor signage/banner/pop up displayed during the event
- Up to a one-minute video played during the event (provided by sponsor)
- Sponsor's promotional items placed on tables during the event
- 1 Christmas tree for silent auction
- Exclusive social media post highlighting the sponsor
- Sponsor name/logo on Chamber's website, social media, email reminders, & event presentation

SANTA | $1,000

- 8 Complimentary Entry Tickets
- Sponsor signage/banner/pop up displayed during the event
- Sponsor's promotional items placed on tables during the event
- Exclusive social media post highlighting the sponsor
- Sponsor name/logo on Chamber's website, social media, email reminders, & event presentation

CANDY CANE | $500

- 6 Complimentary Entry Tickets
- Sponsor signage/banner/pop up displayed during the event
- Sponsor name/logo on Chamber's website, social media, email reminders, & event presentation

STOCKING | $250

- 4 Complimentary Entry Tickets
- Sponsor name/logo on Chamber's website, social media, email reminders, & event presentation

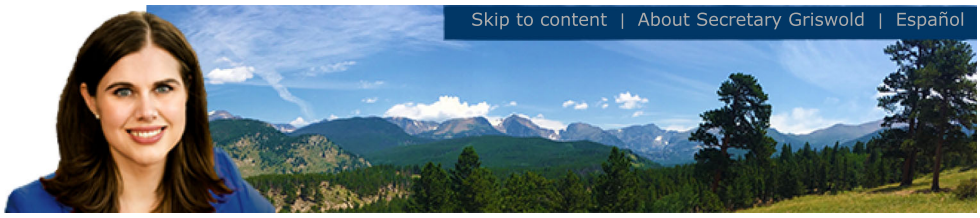
SILENT AUCTION CHRISTMAS TREE/WREATH

__ $15.00 entry fee (self-supplied tree, wreath, basket)
__$25.00 entry fee (LCC supplied tree)

- All trees/wreaths will have a table tent, bid sheet, and attendees will vote for the best decorated tree/wreath
- All trees will be between 3ft - 4.5ft
- Multiple tree colors/types depending on availability

INDIVIDUAL TICKETS | $12

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	RMSER: 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
8/12/24	Servicios de la Raza Children's Day		$ 2,000.00		$ 45,395.00
8/26/24	Southern Colorado Fashion and Fall Showcase		$ 1,000.00		$ 44,395.00
8/26/24	Mariposa Center for Safety - Tribute to Women		$ 1,000.00		$ 43,395.00
8/26/24	Spark the Change Suicide Memory Walk		$ 1,500.00		$ 41,895.00
8/26/24	Latino Chamber Tostada Event		$ 1,000.00		$ 40,895.00
9/9/24	Pueblo Choral Society Old Fashioned Christmas Concert		$ 2,500.00		$ 38,395.00
9/9/24	Latino Chamber Lifetime Achievement Awards		$ 1,000.00		$ 37,395.00
10/15/24	Latino Chamber Development - Festival of Trees		$ 1,000.00		$ 36,395.00
					$ 36,395.00
					$ 36,395.00
					$ 36,395.00



- UCC Home
- Instructions
- FAQs
- Login
- Create User Account

Organization Record Confirmation

Review and select "Confirm" if this entity is the correct business organization.

ID Number:	19961087303
Name:	LATINO CHAMBER DEVELOPMENT CORPORATION, INC.
Principal Street Address:	215 S Victoria Ave, Pueblo, CO, 81003, US
Principal Mailing Address:	
Registered Agent:	Latino Chamber Development Corporation
Registered Agent Street Address:	215 S Victoria Ave, Pueblo, CO, 81003, US
Registered Agent Mailing Address:	
Status:	Good Standing
Form:	Nonprofit Corporation
Jurisdiction:	CO
Formation Date:	1996-07-02

Previous Page Confirm

Docusign Envelope ID: ECD5E34E-CC87-49FB-BF59-4EED42790744

City Clerk's Office Item # Q2

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: October 15, 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 NAACP PUEBLO BRANCH IN THE AMOUNT OF $750 TO SPONSOR A TABLE AT THE FREEDOM FUND BANQUET ON SATURDAY, OCTOBER 26, 2024, AT 6 PM AT COLORADO STATE UNIVERSITY PUEBLO

SUMMARY:

Attached for consideration is a request for support of NAACP Pueblo Branch in the amount of $750 to sponsor a table at the Freedom Fund Banquet on Saturday, October 26, 2024 at 6 pm at Colorado State University Pueblo.

PREVIOUS COUNCIL ACTION:

Council supported this event for $700 in 2022, $500 in 2021 and 2020, and $250 in 2019.

BACKGROUND:

City Council Member Dennis Flores is requesting $750 to support this event. Join NAACP for a night of celebration and support at CSU Pueblo. This in-person event is all about coming together to honor and empower individuals who have fought for freedom and equality. Get ready to enjoy a delicious dinner, live entertainment, and inspiring speeches. Let's commemorate the progress we've made and look forward to a future filled with justice and unity - we're Never Going Back! Don't miss out on this incredible opportunity to connect with like-minded individuals and make a difference.

FINANCIAL IMPLICATIONS:

Payment of funds in the amount of $750 would be paid from the Council Contingencies Account in the 2024 General Fund Budget to NAACP Pueblo Branch.

Docusign Envelope ID: ECD5E34E-CC87-49FB-BF59-4EED42790744

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. NAACP Sponsorship Request 2024
2. 2024 Contingencies (Council) NAACP Freedom Fund
3. Colorado Secretary of State - Organization Record Confirmation NAACP Pueblo 091924

Docusign Envelope ID: ECD5E34E-CC87-49FB-BF59-4EED42790744

RESOLUTION NO. 15795

A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2024 GENERAL FUND BUDGET TO NAACP PUEBLO BRANCH IN THE AMOUNT OF $750 TO SPONSOR A TABLE AT THE FREEDOM FUND BANQUET ON SATURDAY, OCTOBER 26, 2024, AT 6 PM AT COLORADO STATE UNIVERSITY PUEBLO

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Payment in the amount of $750 from the Council Contingencies Account in the 2024 General Fund Budget is authorized to be paid to NAACP Pueblo Branch to sponsor a table at the Freedom Fund Banquet on Saturday, October 26, 2024 at 6 pm at Colorado State University Pueblo.

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: October 15, 2024

BY: Roger Gomez
MEMBER OF CITY COUNCIL

APPROVED: DocuSigned by: Mark Aliff B7A4F51823AB4B2...
PRESIDENT OF CITY COUNCIL

ATTESTED BY: Signed by: 330F90D300E24F8...
DEPUTY CITY CLERK

THE NATIONAL ASSOCIATION FOR
THE ADVANCEMENT OF COLORED PEOPLE
PUEBLO BRANCH #4005
P.O. BOX 8771 PUEBLO, CO 81008 719.582.3132

September 7, 2024

To Our Supporters,

The National Association for the Advancement of Colored People (NAACP) Pueblo Branch #4005, is hosting our annual Freedom Fund banquet. This year's celebration on October 26,2024, at Colorado State University Pueblo, Occhiato Ballroom, at 6:00PM. Our theme is "Never Going Back". We have incorporated a Freedom Fund Banquet Souvenir booklet this year with our celebration.

We invite you to be apart of making this a success by submitting your ad. Below is information for **NAACP Pueblo Freedom Fund AD submission:**

NAME:_____

ADDRESS:_____

CITY:_____ **STATE:**_____ **ZIP:**_____

PHONE:_____ **EMAIL:**_____

AD SIZES: (please check)

INSIDE FRONT PAGE	_____	**$350.00**
BACK INSIDE PAGE	_____	**$250.00**
FULL PAGE	_____	**$150.00**
HALF PAGE	_____	**$100.00**
QUARTER PAGE	_____	**$75.00**
BUSINESS CARD	_____	**$50.00**

The Deadline for ALL ADS: October 12, 2024

Please enter my subscription for an ad in your NAACP Pueblo Freedom Fund Souvenir Booklet. Please print or type your AD on a separate sheet. All photographs MUST be camera ready or of good print quality, glossy color or black & white. Please submit your advertisement via email to: csr@my friend the printer.com, and mention NAACP Freedom Fund with your submission.

The above price of AD is satisfactory and is hereby accepted. You are hereby authorized to enter my ad subscription as specified.

NAME/TITLE_____ **Date**_____

Make check or money order payable to NAACP Pueblo Branch and mail to: NAACP Pueblo, P.O. Box 8771, Pueblo, CO 81008, or request Invoiced payment.

Tax ID: 84-6050636

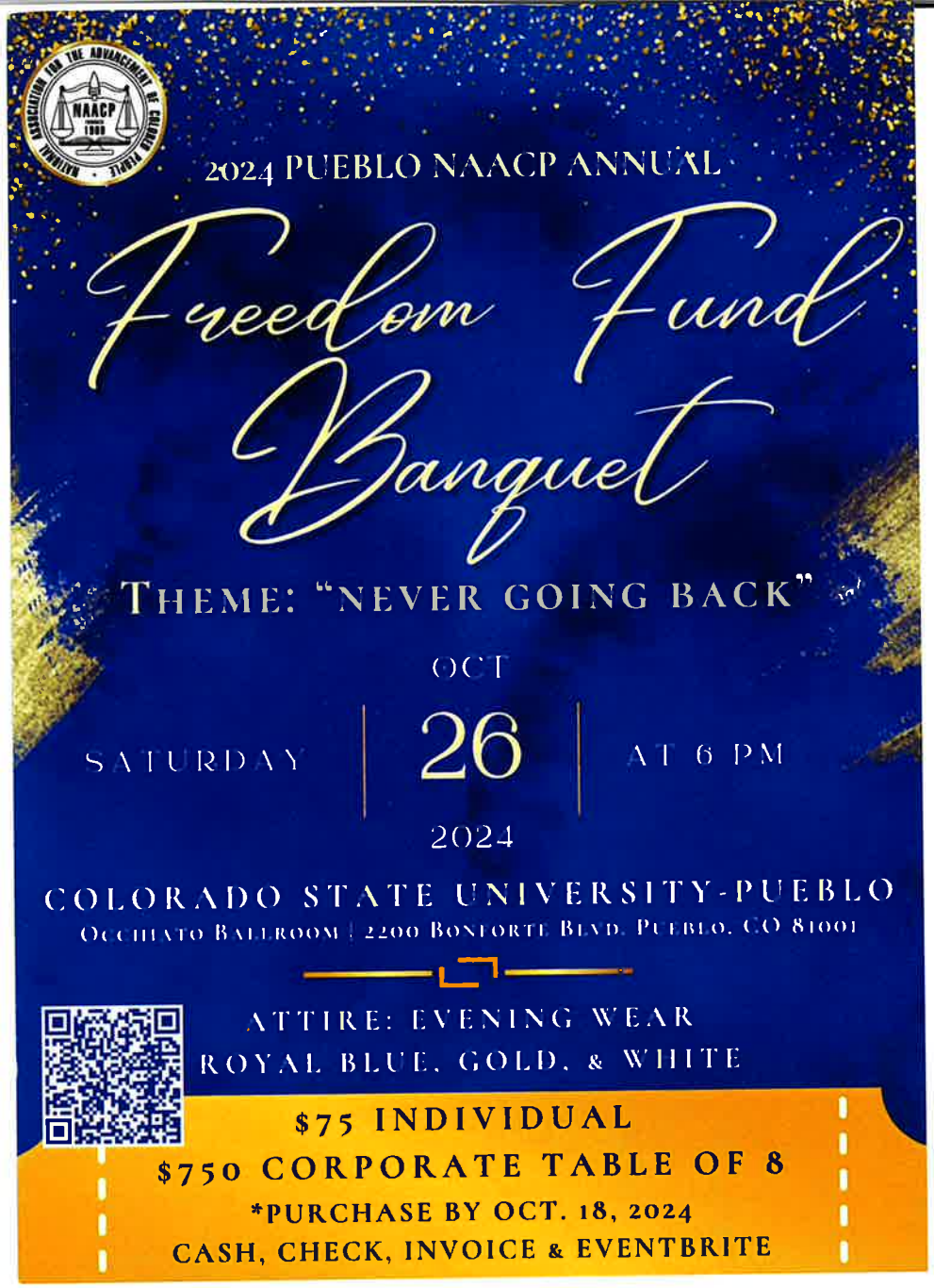
Thanking you in advance for your support of our organization and event.

Sincerely,

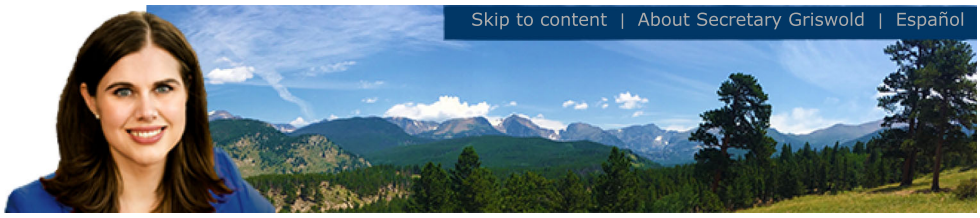
Roxana Mack

NAACP Pueblo President

The National Association for the Advancement of Colored People (NAACP) mission is to achieve equality, political rights, and social inclusion by advancing policies and practices that expand human and civil rights, eliminate discrimination, and accelerate the well-being, education, and economic security of Black people and all persons of color.


2024 PUEBLO NAACP ANNUAL
Freedom Fund Banquet
THEME: "NEVER GOING BACK"
OCT
SATURDAY
26
AT 6 PM
2024
COLORADO STATE UNIVERSITY-PUEBLO
OCCHIATO BALLROOM | 2200 BONFORTE BLVD. PUEBLO, CO 81001
ATTIRE: EVENING WEAR
ROYAL BLUE, GOLD, & WHITE
$75 INDIVIDUAL
$750 CORPORATE TABLE OF 8
*PURCHASE BY OCT. 18, 2024
CASH, CHECK, INVOICE & EVENTBRITE

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
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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	RMSER: 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
8/12/24	Servicios de la Raza Children's Day		$ 2,000.00		$ 45,395.00
8/26/24	Southern Colorado Fashion and Fall Showcase		$ 1,000.00		$ 44,395.00
8/26/24	Mariposa Center for Safety - Tribute to Women		$ 1,000.00		$ 43,395.00
8/26/24	Spark the Change Suicide Memory Walk		$ 1,500.00		$ 41,895.00
8/26/24	Latino Chamber Tostada Event		$ 1,000.00		$ 40,895.00
9/9/24	Pueblo Choral Society Old Fashioned Christmas Concert		$ 2,500.00		$ 38,395.00
9/9/24	Latino Chamber Lifetime Achievement Awards		$ 1,000.00		$ 37,395.00
10/15/24	Latino Chamber Development - Festival of Trees		$ 1,000.00		$ 36,395.00
10/15/24	NAACP Freedom Fund Banquet		$ 750.00		$ 35,645.00
					$ 35,645.00
					$ 35,645.00



- UCC Home
- Instructions
- FAQs
- Login
- Create User Account

Organization Record Confirmation

Review and select "Confirm" if this entity is the correct business organization.

ID Number:	20141629146
Name:	Pueblo Branch NAACP #4005
Principal Street Address:	30 Briargate Ter, Pueblo, CO, 81001, US
Principal Mailing Address:	PO Box 8771, Pueblo, CO, 81008, US
Registered Agent:	National Association for the Advancement of Colored People-Pueblo Branch #4005
Registered Agent Street Address:	30 Briargate Ter, Pueblo, CO, 81001, US
Registered Agent Mailing Address:	PO Box 8771, Pueblo, CO, 81008, US
Status:	Good Standing
Form:	Nonprofit Corporation
Jurisdiction:	CO
Formation Date:	2014-10-17

Previous Page Confirm

Docusign Envelope ID: ECD5E34E-CC87-49FB-BF59-4EED42790744

City Clerk's Office Item # Q3

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: October 15, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Sarah Martinez, Councilor

SUBJECT: A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2024 GENERAL FUND BUDGET TO PUEBLO LIBRARY DISTRICT IN THE AMOUNT OF $1,750 TO SPONSOR A TABLE AT THE BOOKLOVERS BALL AT RAWLINGS LIBRARY ON FRIDAY, OCTOBER 25, 2024

SUMMARY:

Attached for consideration is a request for support of Pueblo Library District in the amount of $1,750 to sponsor the Booklovers Ball at Rawlings Library on Friday, October 25, 2024.

PREVIOUS COUNCIL ACTION:

Council purchased a table at the Booklovers Ball in 2017 for $800.

BACKGROUND:

City Council Member Sarah Martinez is requesting $1,750 to sponsor a table at the Booklovers Ball at Rawlings Library on Friday, October 25, 2024. This year's All Pueblo Reads literacy project will feature Alka Joshi, author of "The Henna Artist"; and Meera Sriram, children's author of "A Garden in My Hands." Alka Joshi will be the special guest speaker at the Booklovers Ball, a fundraiser for the Pueblo Library Foundation.

Proceeds from the Booklovers Ball support literacy and learning in our community, helping people change their lives through reading. Your support of the library ensures that we can provide quality programing for all members of our community. In 2023, All Pueblo Reads had 135 programs; hosted two in-person talks from the All Pueblo Reads featured author; hosted two virtual author talks for students featuring All Pueblo Reads youth companion book authors; provided 5,478 copies of books to kids and classrooms; and provided 3,200 zoo guides to Pueblo students.

Docusign Envelope ID: ECD5E34E-CC87-49FB-BF59-4EED42790744

FINANCIAL IMPLICATIONS:

Payment of funds in the amount of $1,750 would be paid from the Council Contingencies Account in the 2024 General Fund Budget to Pueblo Library District.

BOARD/COMMISSION RECOMMENDATION:

N/A

STAKEHOLDER PROCESS:

N/A

ALTERNATIVES:

City Council could choose not to authorize funding for this purpose.

RECOMMENDATION:

This Resolution is at the request of Council Member Sarah Martinez.

ATTACHMENTS:

1. 240926_CityCouncil_BookloversBallRequest
2. 2024 APR Sponsorship Brochure
3. 2024 Contingencies (Council) Pueblo Library Booklovers Ball

Docusign Envelope ID: ECD5E34E-CC87-49FB-BF59-4EED42790744

RESOLUTION NO. 15796

A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2024 GENERAL FUND BUDGET TO PUEBLO LIBRARY DISTRICT IN THE AMOUNT OF $1,750 TO SPONSOR A TABLE AT THE BOOKLOVERS BALL AT RAWLINGS LIBRARY ON FRIDAY, OCTOBER 25, 2024

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Payment in the amount of $1,750 from the Council Contingencies Account in the 2024 General Fund Budget is authorized to be paid to Pueblo Library District to sponsor a table at the Booklovers Ball at Rawlings Library on Friday, October 25, 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: October 15, 2024

BY: Roger Gomez
MEMBER OF CITY COUNCIL

APPROVED: DocuSigned by: Mark Aliff B7A4F51823AB462...
PRESIDENT OF CITY COUNCIL

ATTESTED BY: Signed by: 330F90D300E24F8...
DEPUTY CITY CLERK

PUEBLO CITY-COUNTY
Library District

100 E. Abriendo Ave.
Pueblo, CO 81004-4232
(719) 562-5600
www.pueblolibrary.org

LIBRARIES

Barkman Library
Greenhorn Valley Library
Lamb Library
Library @ the Y
Patrick A. Lucero Library
Pueblo West Library
Rawlings Library
Tom L & Anna Marie Giodone Library

COMMUNITY SATELLITES

Avondale Elementary School
Beulah School of Natural Sciences
CSU Pueblo Library
Pueblo Community College Library

September 26, 2024

Pueblo City Council
c/o Alyssa Parga
One City Hall Place
Pueblo, CO 81003

Dear Pueblo City Council Members,

Pueblo City-County Library District (PCCLD) is looking for individuals and companies to partner with on an exciting six-week long literacy project coming to our community this fall. **We would love the opportunity to partner with you!**

We are excited to share that this year's All Pueblo Reads literacy project will feature Alka Joshi, author of "The Henna Artist"; and Meera Sriram, children's author of "A Garden in My Hands." On October 25th, Alka Joshi will be the special guest speaker at the Booklovers Ball, a fundraiser for the Pueblo Library Foundation. Proceeds from the Booklovers Ball support literacy and learning in our community, helping people change their lives through reading. We are reaching out today to see if members of City Council may be interested in sponsoring a table of ten for this event for $950 or consider purchasing individual tickets for this event at $100 per person.

Enclosed within this letter is information about the literacy project including additional information about the featured authors and books. Your support of the library ensures that we can provide quality programing for all members of our community. In 2023, All Pueblo Reads had 135 programs; hosted two in-person talks from the All Pueblo Reads featured author; hosted two virtual author talks for students featuring All Pueblo Reads youth companion book authors; provided 5,478 copies of books to kids and classrooms; and provided 3,200 zoo guides to Pueblo students.

Thank you for your consideration and for your support of PCCLD. If you have any questions or need additional information, please contact either Gloria Madrill or Nick Potter.

Sincerely,

Nick Potter
Executive Director,
Pueblo Library Foundation
nick.potter@pueblolibrary.org
(719) 562-5605

Gloria Madrill
Community Relations &
Development Specialist
gloria.madrill@pueblolibrary.org
(719) 553-0221

2024

ALL PUEBLO READS

and BOOKLOVERS BALL

SPONSORSHIP Opportunities

PUEBLO LIBRARY Foundation | PUEBLO CITY-COUNTY Library District

All Pueblo Reads is a literary project designed to get everyone in Pueblo County reading and discussing one book at the same time. The goal of the project is to promote dialogue across cultural, generational and socioeconomic lines.

Pueblo City-County Library District's mission is to encourage the joy of reading, support lifelong learning and present access to information from across the world.

SPONSORSHIP LEVELS

BRONZE $300

- Name in three editions of the program guide
- Name on program website
- Recognition during the Booklovers Ball
- Name on Booklovers Ball marketing
- Virtual access to the Booklovers Ball and two copies of the featured book

SILVER $550

- Name in three editions of the program guide
- Name on program website
- Recognition during the Booklovers Ball
- Name on Booklovers Ball marketing
- Virtual access to the Booklovers Ball and four copies of the featured book

GOLD $1,750

- Name in three editions of the program guide
- Name on program website
- Recognition during the Booklovers Ball
- Name on Booklovers Ball marketing
- Corporate table of ten for the Booklovers Ball

PLATINUM $2,000

- Logo inclusion in three editions of the program guide
- Logo inclusion on program website
- Logo inclusion on social media postings for the Booklovers Ball
- Recognition during the Booklovers Ball
- Logo inclusion on the Booklovers Ball marketing
- Corporate table of 10 for the Booklovers Ball

DIAMOND $3,000

- Premium logo placement in three editions of the program guide
- Premium logo placement on program website
- Logo inclusion on social media postings for the Booklovers Ball
- Recognition during the Booklovers Ball
- Premium logo placement on Booklovers Ball marketing
- Two corporate tables of 10, 20 total seats, for the Booklovers Ball

PUEBLO LIBRARY Foundation | PUEBLO CITY-COUNTY Library District

2024 ALL PUEBLO READS
and BOOKLOVERS BALL

Join us for the 2024 All Pueblo Reads. Each year, this community-wide literary project serves the community with incredible results — 2023's project reached more than 20,000 individuals and featured author Shelby Van Pelt and her book "Remarkably Bright Creatures."

Your generous sponsorship allows the Pueblo Library District to continue the promotion of literacy and education in our community.

This year's literacy project features authors Alka Joshi author of "The Henna Artist," and children's writer Meera Sriram author of "A Garden in My Hands."

The 2024 All Pueblo Reads project provides books to students in Pueblo schools, hosts six weeks of free activities at all seven library branches and brings bestselling author Alka Joshi for a free public talk in addition to the exclusive Booklovers Ball on Friday, Oct. 25.



ALKA JOSHI

Internationally bestselling author of the Jaipur Trilogy: "The Henna Artist," "The Secret Keeper of Jaipur" and "The Perfumist of Paris." Her debut novel, "The Henna Artist," immediately became a New York Times bestseller and a Reese Witherspoon Pick. It has been translated into 29 languages and is currently in development at Netflix as a tv series. Joshi was born in India and came to the U.S. with her family at the age of nine. She has a BA from Stanford University and an MFA from California College of Arts.

Booklovers Ball featuring Alka Joshi Friday, Oct. 25.

Public Author Talk: Saturday, Oct. 26.



MEERA SRIRAM

Meera Sriram is an Indian American children's writer who draws from her life straddling the East and West to tell stories. She is the author of several picture books including the multi-award winner, "A Gift for Amma," "Dumpling Day," featured in "The New York Times," and "A Garden in My Hands," which received starred reviews from "Kirkus Reviews" and "Publishers Weekly." Her work has been selected as Best Book of the Year by "School Library Journal" and Bank Street College, and as American Library Association's Rise: A Feminist Book Project. Meera lives with her family in Berkeley, Calif.

HOW TO GIVE ONLINE

Giving has never been easier! With just a click of your mouse you can help us to continue our mission of offering welcoming, well-equipped and maintained facilities, outstanding collections, and well-trained employees who provide expert service encouraging the joy of reading, supporting lifelong learning and presenting access to information from around the world.

SIMPLY GO TO

www.pueblolibrary.org/donate

QUESTIONS? CONTACT US!



Nick Potter
EXECUTIVE DIRECTOR OF LIBRARY FOUNDATION

(719) 562-5605

nick.potter@pueblolibrary.org



Gloria Madrill
COMMUNITY RELATIONS & DEVELOPMENT SPECIALIST

(719) 553-0221

gloria.madrill@pueblolibrary.org

PUEBLO LIBRARY Foundation | PUEBLO CITY-COUNTY Library District

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	RMSER: 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
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8/26/24	Mariposa Center for Safety - Tribute to Women		$ 1,000.00		$ 43,395.00
8/26/24	Spark the Change Suicide Memory Walk		$ 1,500.00		$ 41,895.00
8/26/24	Latino Chamber Tostada Event		$ 1,000.00		$ 40,895.00
9/9/24	Pueblo Choral Society Old Fashioned Christmas Concert		$ 2,500.00		$ 38,395.00
9/9/24	Latino Chamber Lifetime Achievement Awards		$ 1,000.00		$ 37,395.00
10/15/24	Latino Chamber Development - Festival of Trees		$ 1,000.00		$ 36,395.00
10/15/24	NAACP Freedom Fund Banquet		$ 750.00		$ 35,645.00
10/15/24	Pueblo Library Booklovers Ball		$ 1,750.00		$ 33,895.00
					$ 33,895.00

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City Clerk's Office Item # Q4

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: October 15, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Sarah Martinez, Councilor

SUBJECT: A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2024 GENERAL FUND BUDGET TO PUEBLO DOWNTOWN ASSOCIATION IN THE AMOUNT OF $1,250 TO SPONSOR THE 34TH ANNUAL PARADE OF LIGHTS ON SATURDAY, NOVEMBER 30, 2024

SUMMARY:

Attached for consideration is a request for support of Pueblo Downtown Association in the amount of $1,250 to sponsor the 34th Annual Parade of Lights on Saturday, November 30, 2024.

PREVIOUS COUNCIL ACTION:

Council supported this event for $1,250 in 2023 and for $1,000 in 2022.

BACKGROUND:

City Council Member Sarah Martinez is requesting $1,250 to sponsor the 34th Annual Parade of Lights on Saturday, November 30, 2024.

For the past 34 (thirty-four) years, the Pueblo Parade of Lights has signaled the beginning of the Holiday Season in Pueblo. This family-oriented event attracts more than 50,000 people from throughout Southern Colorado and hosts nearly 100 parade entries: from marching bands to theme floats. This year's theme is "Toys, Trains and Candy Canes."

FINANCIAL IMPLICATIONS:

Payment of funds in the amount of $1,250 would be paid from the Council Contingencies Account in the 2024 General Fund Budget to Pueblo Downtown Association.

Docusign Envelope ID: ECD5E34E-CC87-49FB-BF59-4EED42790744

BOARD/COMMISSION RECOMMENDATION:

N/A

STAKEHOLDER PROCESS:

N/A

ALTERNATIVES:

City Council could choose not to authorize funding for this purpose.

RECOMMENDATION:

This Resolution is at the request of Council Member Sarah Martinez.

ATTACHMENTS:

1. Parade of Lights Sponsorship request 2024
2. 2024 Contingencies (Council) Pueblo Downtown Association Parade of Lights
3. Colorado Secretary of State - Organization Record Confirmation - Pueblo Downtown Assoc

Docusign Envelope ID: ECD5E34E-CC87-49FB-BF59-4EED42790744

RESOLUTION NO. 15797

A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2024 GENERAL FUND BUDGET TO PUEBLO DOWNTOWN ASSOCIATION IN THE AMOUNT OF $1,250 TO SPONSOR THE 34TH ANNUAL PARADE OF LIGHTS ON SATURDAY, NOVEMBER 30, 2024

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Payment in the amount of $1,250 from the Council Contingencies Account in the 2024 General Fund Budget is authorized to be paid to Pueblo Downtown Association to sponsor the 34th Annual Parade of Lights on Saturday, November 30, 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.

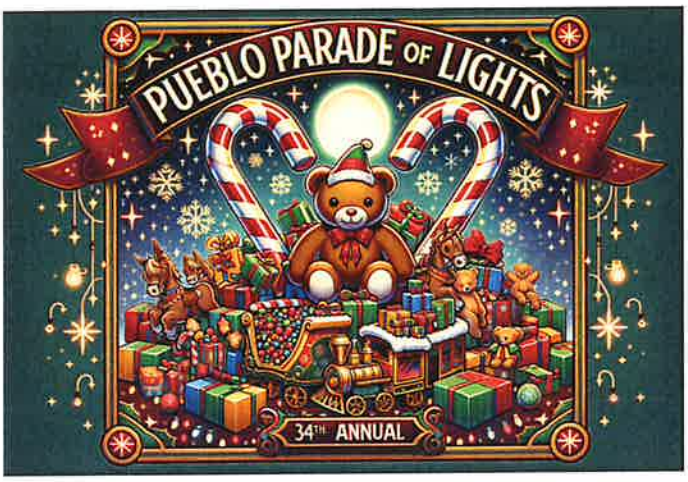
This Resolution shall become effective upon passage and approval.

INTRODUCED: October 15, 2024

BY: Roger Gomez
MEMBER OF CITY COUNCIL

APPROVED: DocuSigned by: Mark Alliff B7A4F51823AB462...
PRESIDENT OF CITY COUNCIL

ATTESTED BY: Signed by: 330E90D300E24F8...
DEPUTY CITY CLERK



September 16, 2024

Dear Pueblo Community Supporter,

For the past 34 (thirty-four) years, the Pueblo Parade of Lights has signaled the beginning of the Holiday Season in Pueblo. This family-oriented event attracts more than 50,000 people from throughout Southern Colorado and hosts nearly 100 parade entries: from marching bands to theme floats.

Therefore, it is with great excitement that the Parade of Lights Committee invites you to support and sponsor the 2024 Pueblo Parade of Lights to be held on----
Saturday, November 30, 2024.

Theme-*"Toys, Trains and Candy Canes"*

As a sponsor your business can receive various benefits based on your sponsorship selection:

Company logo/name featured in all advertising/ media promotions
Company logo/name featured on full-color Parade of Lights Posters distributed throughout Pueblo
Name mentioned throughout live and taped parade coverage on Channel 19
Recognition on the banner leading the Parade
Complimentary entry and preferred placement in the Parade of Lights

A complete outline of sponsorship opportunities is enclosed with this letter. Register now to ensure that your business receives the maximum benefits available for the sponsorship level. QR code below for sponsorship registration.

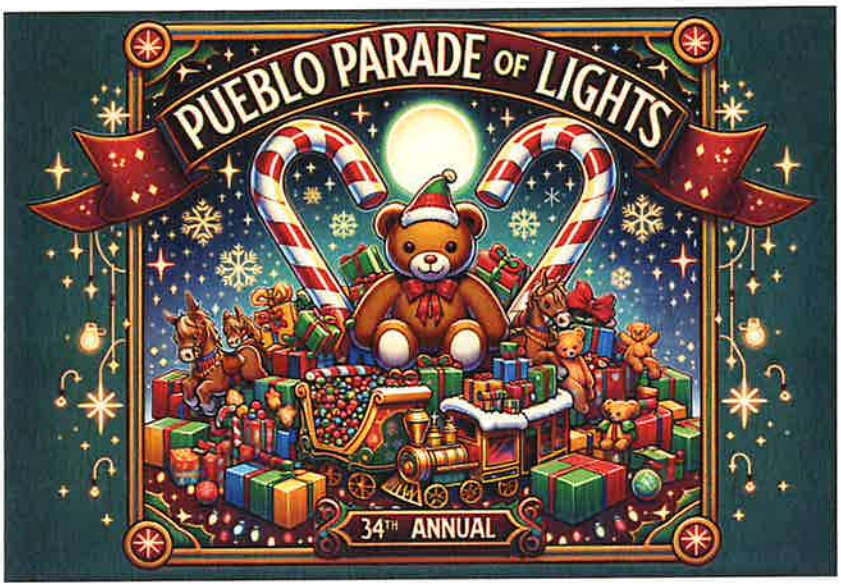
Thank you, in advance, for partnering with the Pueblo Downtown Association in support of the Parade of Lights.

Sincerely,

Mike Carlisle

Mike Carlisle
Parade Director
Pueblo Parade of Lights
719-671-1424
mcarlisle2147@hotmail.com

Pueblo Parade of Lights Sponsorship Opportunities
Toys, Trains, and Candy Canes
Saturday, November 30, 2024



Tonka Truck- TITLE SPONSOR



$2,500

- Top billing logo- recognition as co-sponsor- featuring business logo prominently displayed on all advertising/ media promotions, full color posters, television commercials (if available), mentions on all radio spots and on both the Pueblo Downtown Association Website and Pueblo Parade of Lights (full year).
- Full color business logo on Parade of Lights banner (banner leads the float entries).
- Complimentary and priority float entry and placement in Parade Line-up.
- Five (5) complimentary passes for a Downtown Association Meeting in 2025.

Barbie Doll- SPONSORSHIP

$1,500

- Logo inclusion on all advertising/ media promotions, full color posters, television commercials (if available) mention on all radio spots and on both the Pueblo Downtown Association Website and Pueblo Parade of Lights (full year).
- Full color business logo on Parade of Lights banner (banner leads the float entries).
- Complimentary and priority float entry and placement in Parade Line-up.
- Three (3) complimentary passes for a Downtown Association Meeting in 2025.

Teddy Bear- SPONSORSHIP



$1,000

- Logo inclusion on all advertising/ media promotions, full color posters, television commercials (if available) mention on all radio spots and on both the Pueblo Downtown Association Website and Pueblo Parade of Lights (full year).
- Company name on Parade of Lights Banner (banner leads the float entries).
- Complimentary and priority float entry and placement in Parade Line-up.

Choo Choo- SPONSORSHIP



$500

- Company name inclusion on all advertising/ media promotions, full color posters, television commercials (if available) mention on all radio spots and on both the Pueblo Downtown Association Website and Pueblo Parade of Lights (full year).
- Complimentary and preferred float entry and placement in Parade Line-up.

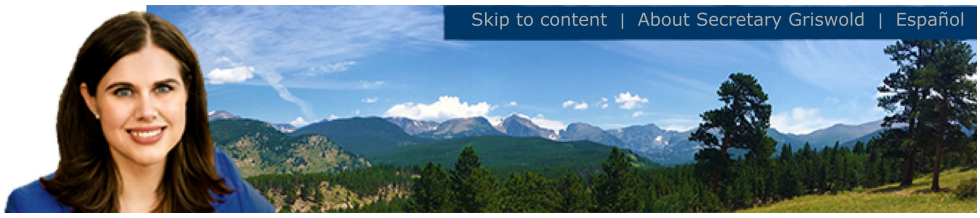
Candy Cane- SPONSORSHIP



$250

- Company name inclusion on all advertising/ media promotions and full color posters.
- Complimentary and preferred float entry and placement in Parade Line-up.

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	RMSER: 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
8/12/24	Servicios de la Raza Children's Day		$ 2,000.00		$ 45,395.00
8/26/24	Southern Colorado Fashion and Fall Showcase		$ 1,000.00		$ 44,395.00
8/26/24	Mariposa Center for Safety - Tribute to Women		$ 1,000.00		$ 43,395.00
8/26/24	Spark the Change Suicide Memory Walk		$ 1,500.00		$ 41,895.00
8/26/24	Latino Chamber Tostada Event		$ 1,000.00		$ 40,895.00
9/9/24	Pueblo Choral Society Old Fashioned Christmas Concert		$ 2,500.00		$ 38,395.00
9/9/24	Latino Chamber Lifetime Achievement Awards		$ 1,000.00		$ 37,395.00
10/15/24	Latino Chamber Development - Festival of Trees		$ 1,000.00		$ 36,395.00
10/15/24	NAACP Freedom Fund Banquet		$ 750.00		$ 35,645.00
10/15/24	Pueblo Library Booklovers Ball		$ 1,750.00		$ 33,895.00
10/15/24	Pueblo Downtown Association Parade of Lights		$ 1,250.00		$ 32,645.00
					$ 32,645.00
					$ 32,645.00
					$ 32,645.00
					$ 32,645.00
					$ 32,645.00



- UCC Home
- Instructions
- FAQs
- Login
- Create User Account

Organization Record Confirmation

Review and select "Confirm" if this entity is the correct business organization.

ID Number:	19871561479
Name:	PUEBLO DOWNTOWN ASSOCIATION
Principal Street Address:	503 N Main St Ste 652, Pueblo, CO, 81003, US
Principal Mailing Address:	503 N Main St Ste 652, Pueblo, CO, 81003, US
Registered Agent:	Mike Carllisle
Registered Agent Street Address:	503 N MAIN, STE 652, PUEBLO, CO, 81008-0086, United States
Registered Agent Mailing Address:	
Status:	Good Standing
Form:	Nonprofit Corporation
Jurisdiction:	CO
Formation Date:	1984-03-12

Previous Page Confirm

Docusign Envelope ID: ECD5E34E-CC87-49FB-BF59-4EED42790744

City Clerk's Office Item # Q5

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: October 15, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Sarah Martinez, Councilor

SUBJECT: A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2024 GENERAL FUND BUDGET TO ANIMAL WELFARE & PROTECTION SOCIETY DBA PAWS FOR LIFE IN THE AMOUNT OF $7,500 TO SPONSOR EMERGENCY LEACH FIELD AND PUMP REPAIRS

SUMMARY:

Attached for consideration is a request for support of Animal Welfare & Protection Society DBA PAWS for Life in the amount of $7,500 to sponsor the Emergency Leach Field and Pump Repairs.

PREVIOUS COUNCIL ACTION:

N/A

BACKGROUND:

City Council Member Sarah Martinez is requesting $7,500 to offset costs of the emergency replacement of the leach pit and associated costs. The leach field at PAWS For Life was confirmed in need of replacement in the immediate and this created a financial burden. Working closely with an engineer from DKHorn, the estimated cost ranges from $89,000 to $139,000 therefore we have taken out a loan of $139,000 to ensure we have the funds to cover all costs associated with this replacement.

As of today, an invoice of $89,000 (attached) is the starting point, and we have paid half, $44,500, to get the project started. It was discovered recently by the excavating company that the ejector pumps from the old system would not turn on and are not working. The excavating company contacted a master plumber and an electrician to review the situation. They confirmed that the pumps are no longer working, and we will need new pumps. We are in the process to get bids for this, and this will be in addition to the $89,000 known cost. Once we know that that will be, we will share/send a copy of the bid and or invoice. A situation like this is why the loan amount is higher than the

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initial starting cost of the project. As a full non-profit, we don't have extra funds to handle such a large, unexpected expense. We are so grateful for the ongoing support we get from the generous community we serve here in Pueblo that allows us to continue with our mission each day. However, a big expense like the leach field replacement certainly puts us in a position to reach out for additional financial assistance.

FINANCIAL IMPLICATIONS:

Payment of funds in the amount of $7,500 would be paid from the Council Contingencies Account in the 2024 General Fund Budget to Animal Welfare & Protection Society DBA PAWS for Life.

BOARD/COMMISSION RECOMMENDATION:

N/A

STAKEHOLDER PROCESS:

N/A

ALTERNATIVES:

City Council could choose not to authorize funding for this purpose.

RECOMMENDATION:

This Resolution is at the request of Council Member Sarah Martinez.

ATTACHMENTS:

1. City of Pueblo Sponsorship Request - PAWS For Life
2. PAWS For Life 501 C Letter
3. Ranch Hand Excavating Bid Contract
4. Ranch Hand Excavating Invoice
5. Article of Incorporation Amended 1981 - PAWS For Life
6. 2024 Contingencies (Council) PAWs for Life Leachpit
7. Colorado Secretary of State - Organization Record Confirmation Animal Welfare and Protection Society

Docusign Envelope ID: ECD5E34E-CC87-49FB-BF59-4EED42790744

RESOLUTION NO. 15798

A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2024 GENERAL FUND BUDGET TO ANIMAL WELFARE & PROTECTION SOCIETY DBA PAWS FOR LIFE IN THE AMOUNT OF $7,500 TO SPONSOR EMERGENCY LEACH FIELD AND PUMP REPAIRS

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Payment in the amount of $7,500 from the Council Contingencies Account in the 2024 General Fund Budget is authorized to be paid to Animal Welfare & Protection Society DBA PAWS for Life to sponsor Emergency Leach Field and Pump Repairs.

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: October 15, 2024

BY: Sarah Martinez
MEMBER OF CITY COUNCIL

APPROVED: DocuSigned by: Mark Aliff B7A4E51823AB462...
PRESIDENT OF CITY COUNCIL

ATTESTED BY: Signed by: 330F90D300E24F8...
DEPUTY CITY CLERK

city of PUEBLO colorado

CITY OF PUEBLO SPONSORSHIP REQUEST

Date of Request: October 1, 2024

Name: Isabel Fransua-Erickson, Board President

Business/Non-Profit Name: Animal Welfare and Protection Society
DBA - PAWS For Life

Phone: 719-543-6464 E-Mail: Contactus@pawspueblo.org

Name of Event/Program: Leachfield replacement

Date of Event/Program: ~~September~~/October 2024 Amount requested: $139,000

Supporting documents must be attached to this request

Make check payable to:

Business/Non-Profit Name: PAWS For Life

Address: 800 N. Pueblo Blvd
Pueblo, CO 81003

Phone: 719-543-6464

Please note: If the payee listed above is not an established vendor with the City of Pueblo, the application must be completed before payment can be processed. If payee is an active vendor with the City of Pueblo we will confirm the information listed above. If the information does not match our records, it must be updated before payment can be processed.

OFFICE USE ONLY:

Amount approved: _____ Supporting Councilmember: _____

Agenda date: _____ Vendor Confirmation Date: _____

IRS Department of the Treasury
Internal Revenue Service
P.O. Box 2508
Cincinnati OH 45201

In reply refer to: 0248164798
Sep. 17, 2012 LTR 4168C EO
85-0281749 000000 00
00017672
BODC: TE

ANIMAL WELFARE AND PROTECTION
SOCIETY
PO BOX 11208
PUEBLO CO 81001-0208

055618

Employer Identification Number: 85-0281749
Person to Contact: Mr Bayer
Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This is in response to your Sep. 06, 2012, request for information regarding your tax-exempt status.

Our records indicate that you were recognized as exempt under section 501(c)(3) of the Internal Revenue Code in a determination letter issued in January 1987.

Our records also indicate that you are not a private foundation within the meaning of section 509(a) of the Code because you are described in section(s) 509(a)(1) and 170(b)(1)(A)(vi).

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Please refer to our website www.irs.gov/eo for information regarding filing requirements. Specifically, section 6033(j) of the Code provides that failure to file an annual information return for three consecutive years results in revocation of tax-exempt status as of the filing due date of the third return for organizations required to file. We will publish a list of organizations whose tax-exempt status was revoked under section 6033(j) of the Code on our website beginning in early 2011.

0248164798
Sep. 17, 2012 LTR 4168C E0
85-0281749 000000 00
00017673

ANIMAL WELFARE AND PROTECTION
SOCIETY
PO BOX 11208
PUEBLO CO 81001-0208

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely yours,

S. A. Martin, Operations Manager
Accounts Management Operations

Ranch Hand Excavating And Services LLC

"Digging on Faith"

Bid Sheet Contract

Customer Name: Paws 4 Life
Address: 800 S Pueblo Blvd
Phone: 719-696-8274
Date: 7-21-24

Contact Tony OK Horn

Job Description: New septic system

Material:	Sand Haul in with Trucking	$ 19,000
~~Time:~~	Concrete Tanks	$ 16,200
Parts:	Septic parts	$ 24,000
Machine Time:	303, 5 240 304	$ 6,000
Operator:	Wages together	$ 13,500
~~Labor:~~		
Trucking In:	Dirt Haul in with Trucking	$ 7,300
Trucking Out:	Road Base For Tank Backfill grading	$ 1,000
~~Driveway~~/Gradework:	Extra Dirt Haul in For septic Due to	
~~Landscaping:~~	Ground Water with machines	$ 12,000

Unforeseen Circumstances:

Customer is responsible for all costs associated with private utilities, rock, or any other obstructions or obstacles in the dig area. This includes all parts, materials, and labor to complete the job.

☐ Cash ☐ Credit Card ☐ Check

_____

Credit cards add 3.5%

Subtotal: $89,000
Discount: 0
Half-down Other: $44,500
Balance Total: $44,500

Customer Signature: _____

Ranch Hand Excavating: _____ $89K 89K

Phone: 719-778-6939

ALL JOBS ARE HALF DOWN AND PAID IN FULL UPON COMPLETION

IF YOU HAVE ANY QUESTIONS OR CONCERNS PLEASE CALL THE NUMBER LISTED ABOVE

Warranty Applies For Manufactured Material for 90 days only. (Does Not Include Labor)

20K

Invoice # 419

Ranch Hand Excavating And Services LLC

"Digging on Faith"

61905 Huckleberry Rd.
Boone, CO 81025
719-778-6939

Date: 9-11-24

Bill To:

Name/Company: Paws 4 Life Isabel Kransua

Address: 900 Pueblo Blvd Pueblo CO 81003

Phone: 719-251-3743

Job Description

Water (Repair/New)		Amount: 0
Sewer (Repair/New)		Amount: 0
Septic (Tank/Leach Field/New/Repair/Remodel)		Amount: $89,000
Driveway/Gradework		Amount: 0
Landscaping		Amount: 0
Unforeseen Circumstances (Time/Material)		Amount: 0
	Subtotal:	$89,000
	Discount:	0
	Other: Half	$44,500
	Total:	$44,500

☐ Cash ☐ Credit Card ☑ Check

1057 pd 9-11-24

Credit cards add 3.5%

ALL JOBS ARE HALF DOWN AND PAID IN FULL UPON COMPLETION

IF YOU HAVE ANY QUESTIONS OR CONCERNS PLEASE CALL THE NUMBER LISTED ABOVE

Warranty Applies For Manufactured Material for 90 days only. (Does Not Include Labor)

NOT FOR PROFIT

SS. FORM D2 NP (Rev 12/82)
Submit in duplicate
Fee: 55.00

This document must be typewritten

MAIL TO:
COLORADO SECRETARY OF STATE
CORPORATIONS OFFICE
1560 Broadway, Suite 200
Denver, Colorado 80202
(303) 866-2361

FILED
SEC'Y DEPT. OF STATE
655098 27

ARTICLES OF AMENDMENT TO THE ARTICLES OF INCORPORATION

0n0343085

Pursuant to the provisions of the Colorado Nonprofit Corporation Act, the undersigned corporation adopts the following Articles of Amendment to its Articles of Incorporation:

FIRST: The name of the corporation is Animal Welfare and Protection Society INC (Note 1)

SECOND: The following amendment of the Articles of Incorporation was adopted on the twenty third day of October 19 81, in the manner prescribed by the Colorado Nonprofit Corporation Act, according to the procedure marked with an X below:

X a quorum of members was present at such meeting, and the amendment received at least two-thirds of the votes which members present or represented by proxy were entitled to cast.

_____ such amendment was adopted by a consent in writing signed by all members entitled to vote with respect thereto.

_____ there are no members, or no members entitled to vote thereon, such amendment received the vote of a majority of the directors in office.

Articles of Amendment as set forth on the attached Exhibit, hereby made a part hereof and incorporated herein as though more fully set forth, and marked "Articles of Amendment of Animal Welfare and Protection Society" for identification.

Robert L. Strader
Its President

and Dawn Widdy
Its Secretary

Subscribed and sworn to before me this 22nd day of January, 1982.

My commission expires 6/20/85.

Judith A. Howard
Notary Public
25 Carousel
Address
Pueblo, CO 81001

COMP. CH'D. T.R.

(Note 1) If this is a change of name amendment, the name to be typed in PARAGRAPH *FIRST* is the corporate name before this amendment is filed.

COMPUTER UPDATE COMPLETED
BJD

ARTICLES OF AMENDMENT

OF ANIMAL WELFARE AND PROTECTION SOCIETY

The Animal Welfare and Protection Society, subject to the approval of the Secretary of State of the State of Colorado, does hereby amend its Articles of Incorporation.

(a) The name of the Corporation is ANIMAL WELFARE AND PROTECTION SOCIETY.

(b) The amendments to the Articles of Incorporation adopted pursuant to Section 7-21-107, 1973 C.R.S., as amended, L. 1977, p. 410, §1, are as follows:

Seventh: The Directors shall determine the number of Board Members by a vote of the Directors.

Eighth: Annual meeting shall be held in April of each year.

Ninth: The Directors shall determine the number of Board members by a vote of the Directors. Such vacancies shall be filled by nominations of the active membership and/or the Board of Directors who shall screen applicants and present the applicant's name with their recommendations to the membership at a duly convened meeting of Animal Welfare and Protection Society. The approval and installment of said applicant shall require majority vote of the membership.

Tenth: The Board of Directors of Animal Welfare and Protection Society shall also serve as Trustees and manage all buildings and institutions which deal with the good and welfare of the animals which are housed or placed in such buildings and institutions (i.e.) shelters or clinics.

Eleventh: The President of Animal Welfare and Protection Society will not preside over meetings of the Trustees (Board of Directors). A Board member who has been chosen as Director of the Trustees will preside over all Trustee meetings.

Twelfth: Any member may attend a Trustee (Board of Director) meeting as an observer only, but only the Trustees can cast a vote.

Thirteenth: Each member of the Board of Directors and each officer must be given thirty (30) days written notice prior to any proposed changes; additions; or deletions of any of the articles of incorporation and/or by-laws.

Fourteenth: Animal Welfare and Protection Society is organized exclusively for charitable purposes.

Fifteenth: No part of the net earnings of the corporation shall inure to the benefit of, or be distributable to its members, trustees, officers, or other private persons, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered. No substantial part of the activities of the corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the corporation shall not participate in, or intervene in any political campaign on behalf of any candidate for public office nor any other activity not permitted to be carried on by a corporation exempt from Federal Income tax under section 501(c)(3) of the Internal Revenue Code.

Sixteenth: Upon the dissolution of the corporation, the Board of Trustees shall, after paying or making provision for the payment of all of the liabilities of the corporation, dispose of all of the assets of the corporation exclusively for the purposes of the corporation in such manner, or to such organization or organizations organized and operated exclusively for charitable purposes as shall, at the time, qualify as an exempt organization or organizations under section 501(c)(3) of the Internal Revenue Code, as the Board of Trustees shall determine. Any such assets not so disposed of shall be disposed of by the District Court of the county in which the principal office of the corporation is then located, exclusively for such purposes or to such organization or organizations, as said Court shall determine, which are organized and operated exclusively for such purposes.

Seventeenth: With the realization of the Pritz-Markert Humane Shelter (permanent or temporary) it will no longer be feasible to board animals at clinics or other institutions. If the Pritz-Markert Humane Shelter is filled or a run is unavailable, the Animal Welfare and Protection Society cannot become responsible for said animal(s) and no funds provided by the Animal Welfare and Protection Society can be used to board the animal(s) in a private home, a public kennel, or a clinic which charges a fee for the service. The Animal Welfare and Protection Society will continue to use a veterinarian clinic when the Society has taken responsibility for a sick or injured animal; however, the animal(s) should be moved from the veterinarian clinic to the Pritz-Markert Humane Shelter when the condition of the animal so permits. Food will still be provided, when needed, to members of the community who are caring for a lost animal if they request the assistance from the Animal Welfare and Protection Society.

Section 1: The Pritz-Markert Humane Shelter will display the logo of the Animal Welfare and Protection Society and the Board of Directors will also serve as the Trustees of the shelter. The purpose of the shelter is to protect the life of the animals and to find and place adoptable animals in good adoptive homes. Any adoptable animal is one which is healthy and is not afflicted with any of the characteristics of a nonadoptable animal mentioned in this article. While awaiting adoption, the animals will be provided with food, water, and shelter in a clean, kind, and humane atmosphere. Medical attention will be available and, when necessary, a veterinarian will be called upon for the sake of the animal(s). Upon adoption, each animal should be spayed or neutered, either by the family adopting the animal, by special fund provided from the shelter, or an agreement between the shelter and the adoptive home for time payment or reduced cost. The greatest loyalty of the Board is to uphold the gift of life to each animal placed in the shelter, with the exception of nonadoptable animals such as: mortally wounded; severely injured, causing extreme suffering and poor prognosis; highly contagious disease, placing other animals in grave danger; diseases with poor prognosis, causing animals to suffer needlessly; vicious or dangerously unpredictable animals, making placement impossible; severe malnutrition in animals with poor prognosis for recovery. The animal(s) which need to be destroyed in these mentioned exceptions shall be humanely administered euthanasia by a veterinarian, for the exceptions are an explanation of Article I, Section II, which states: "to provide ethanasia when necessary."

Section 2: When adopting an animal, a reasonable donation with a minimum of $10.00 should be asked of the adoptive family to cover the cost of the animal while housed in the humane shelter. However, the main consideration is for the welfare of the animal, and if the adoptive family offers a smaller donation and their home is a good or excellent one, this should be the determining factor as to whether or not the shelter accepts their offer. A good or excellent adoptive home is one that can offer the basic necessities of life, food, water, and shelter; affection is offered for the animal, as well as an adequate yard or enclosed yard for protection, and such a home is willing to take responsibility and care for the animal as it would any other member of the household.

Section 3: The Board of Directors or Trustees may be comprised of as many members as needed with reference made to Amendment I, Article V, Section 3. A Director will be appointed by the Board to head the Trustees, as well as a Secretary and a Treasurer. These appointments are to be enacted upon to insure the efficiency of the shelter. The purpose of the Trustees is to run the shelter as efficiently as possible to hold the life and welfare of the animals a sacred trust, to buy food, to provide medication, to provide

a veterinarian, to pay the bills, and to observe the local and State laws. Board mambers may present names of people who would, in turn, make good board members and who would function within the "Shelter Philosophy". A Trustee may be asked to head a committee or called upon to recommend certain actions in a field in which the Trustee is most knowledgable, or in any area that the member can furnish considerable expertise. The Board of Trustees is held accountable to the membership of the Animal Welfare and Protection Society.

Section 4: Trustee meetings should be held once a month on a scheduled basis. During a meeting, the Trustees present can act upon any business presented to them. If, by a vote of the Trustees, an issue is set aside for future consideration, a motion stating reasons for such delay can be presented, and by those present, can either accept or decline the motion. Upon calling a special meeting a majority of those present at the Trustee meeting can enact upon issues concerning the shelter, provided at least one week notice be given to each member, whether by letter or by telephone. A special meeting can still be held if an effort was made to contact, but not received by, an unavailable Trustee. Anybody belonging to A.W.P.S. is welcome, but only Trustees can vote.

Section 5: The Trustees are in charge of, and will give direction to, all employees who are paid a salary to work at the shelter and also all volunteers helping at the shelter. In order to keep chaos at a minimum, the Director of the Trustees will express the will of the Board to the employees and the volunteers. The Trustees are responsible to screen employees and volunteers as regards to character, humane attitudes, and the ability to perform necessary tasks. If an employee or volunteer has been found to mistreat an animal(s), either by not providing basic necessities of life, or abusive, cruel, or inhumane treatment, such a person is to receive a reprimand or be dismissed from the shelter, depending upon the severity of the infraction.

Section 6: The Director of the Trustees is to be appointed by the Board of Directors and the term is to commence with the annual meeting of the Animal Welfare and Protection Society and end at the next annual meeting. The Board may appoint the same person each year or another person may be appointed to fill the position. Performance, desire, and qualification for the position should be the determining factors. The Director is to preside over regular and special meetings of the Board and, if necessary, to conduct the business by enforcing Roberts Rules of Order. The Director acts as a vessel between the trustees and employees or volunteers. The Director presides over hiring or firing committees of employees or dismissal of committees of volunteers. The Director of the Board is to provide

leadership to the Board and to present information or facts for Board approval. The Director may have a certain amount of independence if he or she neither goes contrary to the "Shelter Philosophy", nor to weighty matters that require approval of the Board of Directors, nor to act in the name of the Animal Welfare and Protection Society for personal gain. The Director is held accountable to the Board and will explain his or her actions to the Board by phone or at a regular Board meeting. The Director, as any member of the Board, can be reprimanded or dismissed by a panel of the Board, for no member is to act with incongruousness to the purpose of the Society and the animals.

Section 7: The Secretary is appointed by the Board of Directors and the term is to commence with the annual meeting of the Animal Welfare and Protection Society and end at the next annual meeting. The Board may appoint the same person each year or another person may be appointed to fill the position. Performance, desire, and qualification for the position should be the determining factors. The Secretary takes minutes and reads the minutes of the previous meeting, types and mails necessary letters, documents, etc., and types the Treasurer's Annual Report for persentation to the President of the Animal Welfare and Protection Society.

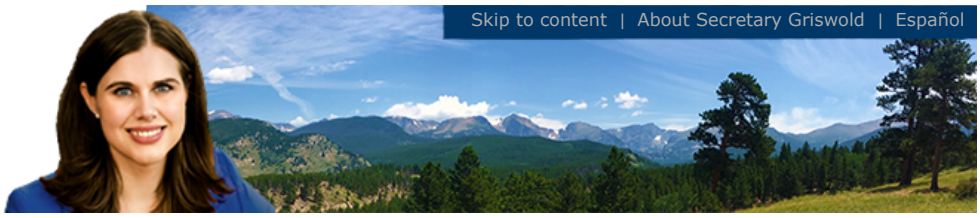
Section 8: The Treasurer is to be appointed by the Board of Directors and the term is to commence with the annual meeting of the Animal Welfare and Protection Society and end at the next annual meeting. The Board may appoint the same person each year or another person may be appointed to fill the position. Performance, desire and qualification for the position should be the determining factors. The Treasurer posts incoming and outgoing credits, debits, and invoices, etc., records and lists all donations to the Shelter from the community or supporting agencies, makes checks to employees, calculating any necessary deductions, paying any federal or state taxes, property taxes, and statements, keeps a legible record of days present and absent of employees, makes bank deposits and withdrawals, when necessary, for the proper operation of the Shelter, and submits the books and/or ledgers to the Board of Directors (Trustees) for auditing purposes. Once a year, compiles a complete and detailed accounting of all transactions of the Shelter. The document is to be submitted to the President of the Animal Welfare and Protection Society for the annual meeting.

(c) Notification having been given of a Resolution passed by the Board of Directors on October 15, 1981 to all members entitled to vote, a meeting was held on October 22,

1981, of the said members entitled to vote, at which meeting a quorum was present, a vote was taken, upon the motion of the directors, duly seconded, and at least two-thirds (2/3) of said members voted to approve, in person or by proxy, the foregoing amendments.

Dated at Pueblo, Colorado, this 23rd day of October, 1981.

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	RMSER: 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
8/12/24	Servicios de la Raza Children's Day		$ 2,000.00		$ 45,395.00
8/26/24	Southern Colorado Fashion and Fall Showcase		$ 1,000.00		$ 44,395.00
8/26/24	Mariposa Center for Safety - Tribute to Women		$ 1,000.00		$ 43,395.00
8/26/24	Spark the Change Suicide Memory Walk		$ 1,500.00		$ 41,895.00
8/26/24	Latino Chamber Tostada Event		$ 1,000.00		$ 40,895.00
9/9/24	Pueblo Choral Society Old Fashioned Christmas Concert		$ 2,500.00		$ 38,395.00
9/9/24	Latino Chamber Lifetime Achievement Awards		$ 1,000.00		$ 37,395.00
10/15/24	Latino Chamber Development - Festival of Trees		$ 1,000.00		$ 36,395.00
10/15/24	NAACP Freedom Fund Banquet		$ 750.00		$ 35,645.00
10/15/24	Pueblo Library Booklovers Ball		$ 1,750.00		$ 33,895.00
10/15/24	Pueblo Downtown Association Parade of Lights		$ 1,250.00		$ 32,645.00
10/15/24	PAWS for Life Leachpit		$ 15,000.00		$ 17,645.00
					$ 17,645.00
					$ 17,645.00
					$ 17,645.00
					$ 17,645.00



- UCC Home
- Instructions
- FAQs
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- Create User Account

Organization Record Confirmation

Review and select "Confirm" if this entity is the correct business organization.

ID Number:	19871343085
Name:	ANIMAL WELFARE AND PROTECTION SOCIETY
Principal Street Address:	800 N Pueblo Blvd, Pueblo, CO, 81003, US
Principal Mailing Address:	
Registered Agent:	Kimberly Alfonso
Registered Agent Street Address:	800 N Pueblo Blvd, Pueblo, CO, 81003, US
Registered Agent Mailing Address:	800 N Pueblo Blvd, Pueblo, CO, 81003, US
Status:	Good Standing
Form:	Nonprofit Corporation
Jurisdiction:	CO
Formation Date:	1978-03-13

Previous Page Confirm

Docusign Envelope ID: F70D56EE-8A80-4110-9601-CA10BEAF5A4C

City Clerk's Office Item # R1

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: October 15, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Andrew Hayes, Public Works Director

SUBJECT: AN ORDINANCE ESTABLISHING PROJECT CI2449, PMJC CHILLER/BOILER REPLACEMENT, TRANSFERRING $172,150 FROM PUEBLO POLICE DEPARTMENT WAGES/POLICE SERVICE ACCOUNT 101-20-2050-20-51030 TO PROJECT CI2449, BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF $172,150, AWARDING AN AGREEMENT FOR MEP ENGINEERING SERVICES IN THE AMOUNT OF $172,150 TO BRIDGERS & PAXTON CONSULTING ENGINEERS, INC., FOR 22-013 PROJECT NO.2, DESIGN FOR PMJC CHILLER/BOILER REPLACEMENT, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

SUMMARY:

This Ordinance establishes Project CI2449, PMJC Chiller/Boiler Replacement, transfers $172,150.00 from PD salary savings, budgets and appropriates those funds, and awards a task order agreement for MEP engineering services to Bridgers & Paxton Consultant Engineering, Inc., for 22-013 Project No. 2 - Design for PMJC Chiller/Boiler Replacement.

PREVIOUS COUNCIL ACTION:

Resolution 14923, dated June 27, 2022, approved agreements for professional mechanical, electrical, and plumbing (MEP) engineering service projects between Pueblo, and BCER Engineering, Plant Engineering Consultants and Bridgers & Paxton, for Project No. 22-013 MEP Engineering Consulting Services for City Facilities.

BACKGROUND:

The City requested proposals from qualified engineering firms to assist the City of Pueblo with on-call services for Mechanical, Electrical, and Plumbing (MEP) Engineering services. Three on-call master contracts were awarded to the following firms: BCER Engineering, Plant Engineering Consultants and Bridgers & Paxton.

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The current project, PMJC Chiller/Boiler Replacement, is the second project under these master agreements and includes a complete redesign of the system with all new equipment, utilizing existing ductwork and plumbing as feasible. Designer shall consider and apply all pertinent codes and energy regulations in the selection of equipment. The City intends to utilize capital improvement funds for the preliminary investigation, design, bidding, and construction management services for the project.

All three MEP engineering firms were invited to submit a proposal for the project, including a project understanding, schedule and fee. The proposal of Bridgers & Paxton was determined to be the most advantageous to the City of Pueblo.

FINANCIAL IMPLICATIONS:

Funds in the amount of $172,150.00 will be transferred from Pueblo Police Department Wages/Police Service account 101-20-2050-20-51030 to Project CI2449. Those funds will be budgeted and appropriated for Project CI2449 and will be used to pay the contract to Bridgers and Paxton.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Denial of this Ordinance will cancel the project.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. 22-013 Bridgers Paxton Agmt PMJC Chiller Boiler Replacement - CC

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ORDINANCE NO. 10810

AN ORDINANCE ESTABLISHING PROJECT CI2449, PMJC CHILLER/BOILER REPLACEMENT, TRANSFERRING $172,150 FROM PUEBLO POLICE DEPARTMENT WAGES/POLICE SERVICE ACCOUNT 101-20-2050-20-51030 TO PROJECT CI2449, BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF $172,150, AWARDING AN AGREEMENT FOR MEP ENGINEERING SERVICES IN THE AMOUNT OF $172,150 TO BRIDGERS & PAXTON CONSULTING ENGINEERS, INC., FOR 22-013 PROJECT NO.2, DESIGN FOR PMJC CHILLER/BOILER REPLACEMENT, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

WHEREAS, pursuant to the approved Agreements for MEP Engineering Consulting Services, proposals for Project No. 22-013, Mineral Palace Atrium HVAC Renovation have been requested, received and examined; and

WHEREAS, the proposal of Brigers & Paxton Consulting Engineers, Inc., of Colorado Springs, Colorado was determined to be the most advantageous to the City, and in the best interest of the City; NOW, THEREFORE,

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

SECTION 1.

The PMJC Chiller/Boiler Replacement Project, CI2449, is hereby established.

SECTION 2.

Funds in the amount of $172,150 are hereby transferred from Pueblo Police Department Wages/Police Service account 101-20-2050-20-51030 to Project CI2449, PMJC Chiller/Boiler Replacement Project and budgeted and appropriated for the PMJC Chiller/Boiler Replacement Project CI2449.

SECTION 3.

The Agreement for Professional Mechanical, Electrical, Plumbing (MEP) Engineering Services ("Professional Services Agreement"), a copy of which is attached hereto and made part hereof by reference, by and between City of Pueblo, a Municipal Corporation, and Bridgers & Paxton Consulting Engineers, Inc., a Colorado Corporation, to provide MEP engineering design services for the Design for PMJC Chiller/Boiler Replacement, after having been approved as to form by the City Attorney, is hereby approved.

SECTION 4.

Funding in the amount of $172,150.00 will be paid from account CI2449, PMJC Chiller/Boiler Replacement.

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SECTION 5.

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 6.

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

SECTION 7.

This Ordinance shall become effective immediately upon passage and approval.

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on September 23, 2024.

Final adoption of Ordinance by City Council on October 15, 2024.

DocuSigned by:
Mark Alliff
B7A4F51823AB462...
President of City Council

Action by the Mayor:

☒ Approved on 10/17/2024 | 10:11 AM MDT.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

Signed by:
Heather Graham
3A85950B7BCA462...
Mayor

Docusign Envelope ID: F70D56EE-8A80-4110-9601-CA10BEAF5A4C

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

Signed by:
330F90D300E24F8...

_____
Deputy City Clerk

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

22-013

MEP ENGINEERING CONSULTING SERVICES FOR CITY FACILITIES - DESIGN FOR PMJC CHILLER/BOILER REPLACEMENT

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

1. INTRODUCTION

THIS AGREEMENT ("Agreement") made and entered this _____ day of _____, 20____, by and between the City of Pueblo, a Municipal Corporation (hereinafter referred to as "City") and Bridgers & Paxton Consulting Engineers, Inc., a registered Colorado corporation (hereinafter referred to as "Consultant") a professional engineering firm, for engineer to render certain professional planning, design, engineering, and related services for City in connection with Bid 22-013 MEP Engineering Consulting Services for City Facilities - Design for PMJC Chiller/Boiler Replacement, hereinafter referred to as the "Project." In consideration of the mutual covenants hereinafter set forth, the parties agree as follows:
Consultant shall satisfactorily perform professional engineering services for all phases of Project indicated below by mark placed in the appropriate box or boxes:

[n/a] - Study and Report Phase
[x] - Preliminary Design (Schematic) Phase
[x] - Final Design Phase
[x] - Construction Documents for Bidding and Bidding Phase (separated in Schedule 1)
[x] - Engineer of Record for Construction Phase

A. Upon completion of any phase, Consultant shall not proceed with work on the next phase, if any, until authorized in writing by City to proceed therewith.

B. Such services shall include all usual and customary professional engineering services and the furnishing (directly or through its professional subconsultants and subcontractors) of customary and usual mechanical engineering and other services including design, and planning. Consultant shall also provide any surveying services incidental to its work on the Project.

C. In performing the professional services, Consultant shall complete the work items described generally in Schedule 1 attached hereto and incorporated herein and incorporated herein by reference (the "Services") and the items identified in Section 2 of this Agreement which are applicable to each phase for which Consultant is to render professional services.

D. Professional engineering services (whether furnished directly or through a professional subconsultant or subcontractor) shall be performed under the direction and supervision of a registered engineer in good standing and duly licensed to practice in the State of Colorado. Reproductions of final drawings for construction produced under this Agreement shall be the same as at least one record set which shall be furnished to City and which shall be signed by and bear the seal of such registered engineer.

E. Surveying work included within or reasonably contemplated by this Agreement shall be performed under the direction and supervision of a registered Professional Land Surveyor in good standing and duly licensed to practice in the State of Colorado. All plats and surveys produced under this Agreement shall be signed by and bear the seal of said Professional Land Surveyor.

F. Any engineering services provided under this Agreement shall be performed under the direction and supervision of registered/licensed engineer in the State of Colorado.

G. To the extent Consultant requires access to private property to perform its services hereunder, Consultant shall be required to make arrangements to obtain such access. However, in the event City has already secured access for Consultant to any such property through a right of entry agreement, access agreement, letter of consent or other instrument, Consultant shall fully comply with and be subject to the terms and conditions set forth therein. A copy of any such instrument will be provided to Consultant upon request.

2. CONSULTANT'S RESPONSIBILITIES

2.1. Study and Report Phase

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

A. Consult with City to determine the requirements for the Project and review available data. Advise City as to the necessity of providing or obtaining from others data or services of the types described in paragraph 2.2(c) and assist City in obtaining any such services.

B. Provide special analyses of City's needs, planning surveys, site evaluations and comparative studies of prospective sites and solutions.

C. Identify and analyze requirements of governmental authorities and regulatory agencies involved in approval or permitting any aspect of Project.

D. Provide general economic analysis of City's requirements applicable to various alternatives.

E. Prepare a Report with appropriate exhibits indicating clearly the considerations involved and the alternative solutions available to City and setting forth Consultant's findings and recommendations with opinions of probable costs.

F. Consultant shall furnish one (1) hard copy and one (1) electronic copy of the Report and present and review it in person with City. City may request additional copies as needed for no additional charge.

2.2. Preliminary Design (Schematic) Phase

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

A. Consult with City and determine the general design concept and Project requirements based upon information furnished by City as well as any study or report on the Project.

B. Prepare and submit to City preliminary design documents consisting of final design criteria, preliminary drawings, an outline of specifications, and written descriptions of all significant features of Project.

C. Prepare and submit to City a requirements checklist of any subsurface investigation, additional data, permits, or other information and requirements which is anticipated will be necessary for the design or construction of Project.

D. Provide written disclosure to City of significant design assumptions and design risks and advantages/disadvantages inherent in or presented by design alternatives and make recommendations to City based thereon.

E. Prepare and submit to City a preliminary cost estimate for the Project including construction cost, contingencies, professional compensation, consultant fees, costs of land and rights of way, compensation for damages and finance costs, if any.

F. Consultant shall furnish one (1) hard copy and one (1) electronic copy of each above referenced submittal document to City for City's use and shall review same in person with City. City may request additional copies as needed for no additional charge.

2.3. Final Design Phase

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

A. After consultation with the City, receipt of City's selection of any design options and review of the Preliminary Design Documents, if any, prepare and submit to City final Drawings showing the scope, extent, and character of the work to be performed by contractors, and Specifications describing such work and the requirement therefor. Such plans and Specifications shall comply with all applicable building codes and requirements of regulatory agencies having any approval authority. Final design, including Drawings and Specifications, shall also comply with ADA Accessibility Guidelines (ADAAG) Manual developed by the U. S. Architectural and Transportation Barriers Board (1998) or ADA Standards for Accessible Design published at 28 C.F.R. Part 36, Appendix A, whichever is applicable. Consultant shall include an attest statement on each record drawing sheet of final plan drawings that certifies compliance with either the ADAAG Manual or 28 CFR Part 36 Standards.

B. Make reasonable revisions to the Drawings and Specifications requested by City, informing the City of any change in probable construction costs as a result of such revisions.

C. Provide technical criteria, written descriptions, and design data for City's use, and disclose any significant risks and advantages/disadvantages inherent in or presented by design choices.

D. Based upon Consultant's best professional judgment, prepare and submit to City a current detailed cost estimate for the Project including construction cost, contingencies, professional compensation, consultant fees, land and right of way costs, damages, and finance costs, if any.

E. Consultant shall furnish one (1) hard copy and one (1) electronic copy of each above referenced submittal document to City for City's use and shall review same in person with City. City may request additional copies as needed for no additional charge.

2.4. Construction Documents for Bidding Phase and Bidding Phase

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

A. Prepare and submit to City draft forms of contract agreement, general and special conditions, bid forms invitations to bid, information for bidders, forms of warranty and including any special requirements imposed upon such contracts by any federal or other funding source and by any regulatory agency. In preparing such draft forms, Consultant shall consider and incorporate, to the extent both advisable and feasible, City's standard forms of agreement, warranty, payment and performance bonds, general conditions, and selected specifications.

B. After review and comment by City, prepare and submit all deliverables identified in Schedule 1 to this Agreement, final forms of contract agreement, general and special conditions, drawings, specifications, bid forms, invitations to bid, information for bidders, and forms of warranty, together with any Addenda which may be required or appropriate to correct errors, clarify drawings and/or specifications or advise of changes. One (1) hard copy and one (1) electronic copy of these final bid documents shall be furnished to City. Unless otherwise specified in Schedule 1, a copy of all contract documents and drawings shall also be submitted to City in Microsoft Word and AutoCAD (2006 or later version) format on electronic media.

C. Make recommendations to City concerning the need for prequalification of equipment, vendors or bidders, and, if requested by City, incorporate prequalification requirements in final bid and construction contract documents.

D. Attend a pre-bid conference with bidders to discuss Project requirements and receive requests for clarification, if any, to be answered by Consultant in writing to all plan holders.

E. Consult with and make recommendations to City concerning acceptability of bidders, subcontractors, suppliers, materials, equipment, suitability of proposed "or equals", amount of bids, and any other matter involved in consideration and review of bids and bidders upon which City may reasonably request Consultant's advice.

F. Note: These phases are outlined separately in Schedule 1.

2.5. Engineer of Record for Construction Phase

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

A. Perform all duties and functions to be performed by Consultant under the terms of the construction contract.

B. Visit the Project site, perform observations as to the progress and quality of the work and advise the City as to same. The frequency and level of observation shall be commensurate with the nature of the work and size of the Project, except that any specific provisions set forth in Schedule 1 - Scope of Services concerning the level of observation shall determine Consultant's obligation concerning level of observation.

C. Make determinations as to whether the work is proceeding in accordance and compliance with the construction contract documents.

D. Promptly advise the City in writing of any omissions, substitutions, defects, or deficiencies noted in the work of any contractor, subcontractor, supplier, or vendor on the Project.

E. Reject any work on the Project that does not conform to the contract documents.

F. On request of the City, the construction contractor or any subcontractor on the Project, issue written interpretations as to the drawings and specifications and requirements of the construction work.

G. Review shop drawings, samples, product data, and other submittals of the Contractor for conformance with the design concept of Project and compliance with the drawings, specifications, and all other contract documents, and indicate to Contractor and City with respect thereto, any exceptions noted, or modification or resubmittals required.

H. Review all applications of Contractor for payment and in connection with same, issue certificates for payment to the City for such amounts as are properly payable under the terms of the construction contract. Each such certificate shall constitute Consultant's representation to City that it has inspected the Project and that to the best of its knowledge, the work for which payment has been sought has been completed by Contractor in accordance with the drawings, specifications, and other contract documents.

I. Subject to written concurrence by City, promptly render a written recommendation to City concerning all proposed substitutions of material and equipment.

J. Draft, for City's consideration, and offer recommendations upon, all proposed change orders and contract modifications.

K. On application for final payment by the Contractor, make a final inspection of the Project, assembling and delivering to the City any written guaranties, instructions manuals, as-built

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

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

2.6. Additional Responsibilities

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

A. Consultant shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all of Consultant's work, including that performed by Consultant's subconsultants and subcontractors, and including designs, Drawings, Specifications, reports, and other services, irrespective of City's approval or acquiescence to same. Consultant shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in its work.

B. Consultant shall be responsible, in accordance with applicable law, to City for all loss or damage to City caused by Consultant's negligent act or omission; except that Consultant hereby irrevocably waives and excuses City and its attorneys from compliance with any requirement to obtain a certificate of review as a condition precedent to commencement of an action, including any such requirements set forth in Section 13-20-602, C.R.S. or similar statute.

C. Consultant's professional responsibility shall comply with the standard of care applicable to the type of engineering and architectural services provided, commensurate with the size, scope, and nature of the Project.

D. Consultant shall be completely responsible for the safety of Consultant's employees in the execution of work under this Agreement, shall provide all necessary safety equipment for said employees, and shall hold harmless and indemnify and defend City from any and all claims, suits, loss, or injury to Consultant's employees.

E. Consultant acknowledges that, due to the nature of engineering and related professional services and the impact of same on the Project, the City has a substantial interest in the personnel and consultants to whom Consultant assigns principal responsibility for services performed under this Agreement. Consequently, Consultant represents that Consultant has selected and intends to employ or assign the key personnel and consultants identified in

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

1. Within five (5) days of execution of this Agreement, Consultant shall designate in writing a Project representative who shall have complete authority to bind Consultant, and to whom City should address communications.

F. Promptly after execution of this Agreement and upon receipt of authorization from City to proceed, Consultant shall submit to City for approval a schedule showing the order in which Consultant proposes to accomplish its work, with dates on which it will commence and complete each major work item. The schedule shall provide for performance of the work in a timely manner so as to not delay City's timetable for achievement of interim tasks and final completion of Project work, provided however, the Consultant will not be responsible for delays beyond its control.

G. Before undertaking any work which Consultant considers beyond or in addition to the scope of work and services which Consultant has contractually agreed to perform under the terms of this Agreement, Consultant shall advise City in writing (1) that Consultant considers the work beyond the scope of this Agreement, (2) the reasons the Consultant believes the out of scope or additional work should be performed, and (3) a reasonable estimate of the cost of such work. Consultant shall not proceed with such out of scope or additional work until authorized in writing by City. The compensation for such authorized work shall be negotiated, but in the event the parties fail to negotiate or are unable to agree as to compensation, then Consultant shall be compensated for its direct costs and professional time at the rates set forth in Schedule 2 "Fee Schedule".

3. CITY'S RESPONSIBILITIES

City shall:

A. Designate a representative to whom all communications from Consultant shall be directed and who shall have limited administrative authority on behalf of City to receive and transmit information and make decisions with respect to Project. Said representative shall not, however, have authority to bind City as to matters of legislative or fiscal policy.

B. Advise Consultant of City's Project requirements including objective, project criteria, use and performance requirements, special considerations, physical limitations, financial constraints, and required construction contract provisions and standards.

C. Provide Consultant with available information pertinent to the Project including any previous reports, studies or data possessed by City which relates to design or construction of the Project.

D. Assist in arranging for Consultant to have access to enter private and public property as required for Consultant to perform its services.

E. Examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by Consultant, and render written decisions pertaining thereto within a reasonable time. The City's approval of drawings, design, specifications, reports and incidental engineering work or materials furnished hereunder shall not in any way relieve the Consultant of responsibility for the professional adequacy of the work. The City's review, approval, or acceptance of, or payment for, any of the services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

F. Upon advice of the necessity to do so from Consultant, obtain required approvals and permits for the Project. The Consultant shall provide all supportive documents and exhibits necessary for obtaining said approvals and permits.

G. Notify Consultant whenever City becomes aware of any substantial development or occurrence which materially affects the scope or timing of Consultant's services.

H. City shall perform its obligations and render decisions within a reasonable time under the presented circumstances. However, given the nature of City's internal organization and requirements, a period of 14 days shall be presumed reasonable for any decision not involving policy decision or significant financial impact. A period of 46 days shall be presumed reasonable for City to act with respect to any matter involving policy or significant financial impact.

4. TIME FOR PERFORMANCE

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

5. PAYMENT

1. City will pay to Consultant as full compensation for all services required to be performed by Consultant under this Agreement, except for services for additional work or work beyond the scope of this Agreement, an amount not to exceed $172,150.00 in the aggregate as set forth in Schedule 2 "Fee Schedule" and computed in accordance with this Section. In the event compensation for services is set forth in Schedule 2 as to each phase of work indicated in Section 1 of this Agreement, the maximum amount of compensation for any phase shall not exceed the amount specified in Schedule 2 for such phase.

2. Consultant shall submit periodic, but not more frequently than monthly, applications for payment, aggregating to not more than the maximum amount set forth above, for actual professional services rendered and reimbursable expenses incurred. Such applications shall be submitted based upon the hourly rates and expense reimbursement provisions set forth in Schedule 2 attached hereto and shall contain appropriate documentation that such services have been performed and expenses incurred. Thereafter, City shall pay Consultant for the amount of the application within 30 days of the date of such application is received, provided that sufficient documentation has been furnished, and further provided that City will not be required to pay more than 90% of the maximum amount unless the Consultant's services on the Project phases for which this Agreement is applicable have been completed to City's reasonable satisfaction and all required Consultant submittals have been provided.

3. No separate or additional payment shall be made for profit, overhead, local telephone expenses, lodging, routine photocopying, computer time, secretarial or clerical time or similar expenses unless otherwise provided and listed in Schedule 2 - "Fee Schedule."

4. No compensation shall be paid to Consultant for services required and expenditures incurred in correcting Consultant's mistakes or negligence.

5. Compensation for authorized work beyond the scope of this Agreement shall be governed by Section 2.

6. TERMINATION

A. City reserves the right to terminate this Agreement and Consultant's performance hereunder, at any time upon written notice, either for cause or for convenience. Upon such termination, Consultant and its subcontractors shall cease all work, stop incurring expenses, and shall promptly deliver to City all data, drawings, specifications, reports, plans, calculations, summaries and all other information, documents, work product and materials as Consultant may have accumulated in performing this Agreement, together with all finished work and work in progress. Consultant shall at all times act in good faith with respect to the orderly transfer of work to the City or any entity designated by City.

B. Upon termination of this Agreement for events or reasons not the fault of Consultant, Consultant shall be paid at the rates specified in Schedule 2 for all services rendered and reasonable costs incurred to the date of termination; together with any reasonable costs incurred within 10 days of termination provided such latter costs could not be avoided or were incurred in mitigating loss or expenses to Consultant or City. Consultant shall provide a detailed final invoice to the City within fourteen (14) calendar days from the effective date of termination, itemizing the work completed, costs incurred, and any outstanding payments due. In no event shall payment to Consultant upon termination exceed the maximum compensation provided for complete performance in Section 5, and the Consultant expressly waives any right

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

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

D. Consultant's responsibility for its completed work and services shall survive any termination.

7. GENERAL PROVISIONS

7.1. Ownership of Documents

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

7.2. Advertising

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

7.3. Equal Employment Opportunity

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

7.4. Notices

Any and all notices or other communications required or permitted by this Agreement or by law to be served on or given to either the City or the Consultant by the other party shall be in writing and shall be deemed duly served and given when personally delivered to the party to whom it is directed, or in lieu of such personal service when deposited in the United States mail, first-class postage prepaid, addressed to the City of Pueblo, Department of Public Works, Attn: Andrew Hayes, Director, 211 E. D Street, Pueblo, CO, 81003; or to the Consultant, Bridgers & Paxton Consulting Engineers, Inc., Attn: Steve Taylor, PE, Vice President, 1365 Garden of the Gods Rd., Suite 260, Colorado Springs, CO, 80907. Either party may change their address for the purpose of this paragraph by giving written notice of such change to the other party in the manner provided in this paragraph.

7.5. Entire Agreement

This instrument contains the entire agreement between the City and the Consultant respecting the Project, and any other written or oral agreement or representation respecting the Project or the duties of either the City or the Consultant in relation thereto not expressly set forth in this instrument are null and void. Notwithstanding the foregoing, the terms of Bid 22-013 MEP Engineering Consulting Services for City Facilities - Design for PMJC Chiller/Boiler Replacement are hereby incorporated herein, and Consultant agrees to abide by and comply with the same. In the event of any conflict between any provision of this Agreement and a provision of any Schedule or attachment to this Agreement, the provision in this Agreement shall control and supersede the conflicting provision in the Schedule or attachment. Any inconsistent resolution provision in any attachment to this Agreement shall be void.

7.6. Subcontracts

A. City acknowledges that Consultant is the prime contractor and the only party with whom City has a contractual relationship under this Agreement. To the extent Consultant performs any Project activities through subconsultants or subcontractors, Consultant shall contractually bind each of its subconsultants and subcontractors by subcontract agreement to all of the terms of this Agreement which are for the benefit of City, and City shall be a third-party beneficiary of those subcontract provisions.

B. Consultant shall indemnify and defend City from all claims and demands for payment for services provided by subcontractors of Consultant.

C. Consultant acknowledges that, due to the nature of the services to be provided under this Agreement, the City has a substantial interest in the personnel and consultants to whom Consultant assigns principal responsibility for services performed under this Agreement. Consequently, Consultant represents that it has selected and intends to employ or assign the key personnel and consultants identified in its proposal submitted to City prior to execution of this Agreement to induce City to enter this Agreement. Consultant shall not change such consultants or key personnel except after giving notice of a proposed change to City and

receiving City's consent thereto. Consultant shall not assign or reassign Project work to any person to whom City has reasonable objection.

7.7. Successors and Assigns

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

7.8. Amendments

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

7.9. Choice of Law, Jurisdiction, and Venue

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

7.10. Severability

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

7.11. Appropriations

A. Subject to execution of this Agreement by the Director of Finance certifying that a balance of appropriation exists and funds are available, the amount of money appropriated for this Agreement is equal to or in excess of the maximum compensation payable hereunder; provided, however, that if work is phased and subject to annual appropriation, funds only in the amount of initial appropriation are available and Consultant shall confirm availability of funds before proceeding with work exceeding initial and subsequent annual appropriations.

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

8. DISPUTES

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

9. INSURANCE

9.1. Conditions

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

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

9.2. Minimum Requirements

A. Commercial General Liability Insurance. The Consultant shall secure and maintain during the period of this agreement and for such additional time as work on the project is being performed, Commercial General Liability Insurance issued to and covering the liability of the Consultant with respect to all work performed by it and all its subcontractors under the agreement, to be written on a comprehensive policy form. This insurance shall be written in amounts not less than $1,000,000 for each occurrence and aggregate for personal injury including death and bodily injury and $1,000,000 for each occurrence and aggregate for property damage. This policy of insurance shall name the City of Pueblo, its agents, officers and employees as additional insureds. The policy shall also provide coverage for contractual liability assumed by Consultant under the provisions of the agreement. This policy shall have all necessary endorsements to provide coverage without exclusion for explosion and collapse hazards, underground property damage hazard, blanket contractual coverage, as well as Owner’s and Contractor’s Protective Liability (OCP) coverage. The policy shall also provide coverage for contractual liability assumed by Consultant under the provisions of the agreement, and “Completed Operations and Projects Liability” coverage.

B. Comprehensive Automobile Liability Insurance. The Consultant shall procure and maintain during the period of the agreement and for such additional time as work on the project is being performed, Comprehensive Automobile Liability Insurance. This insurance shall be written with limits of liability for and injury to one person in any single occurrence of not less than $350,000 and for any injury to two or more persons in any single occurrence of not less than $1,000,000. Alternate coverage of combined single limit, each accident, in an amount of not less than $1,000,000 may be accepted at the discretion of the Purchasing Director. This insurance shall include uninsured/underinsured motorist coverage and shall protect the Consultant from any and all claims arising from the use both on and off the site of the project of automobiles whether owned, leased, hired or used by Consultant.

C. Workers' Compensation Insurance complying with statutory requirements in Colorado and in any other state or states where the work is performed. The Workers' Compensation Insurance policy shall contain an endorsement waiving subrogation against the City.

D. Professional Liability Insurance with coverage of not less than $1,000,000 in a form and with a deductible acceptable to City.

9.3. Governmental Immunity

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

10. ACCESSIBILITY

The Americans with Disabilities Act (ADA) provides that it is a violation of the ADA to design and construct a facility for first occupancy later than January 26, 1993, that does not meet the accessibility and usability requirements of the ADA except where an entity can demonstrate that it is structurally impractical to meet such requirements. The Consultant therefore, will use its best reasonable professional efforts to implement applicable ADA requirements and other federal, state, and local laws, rules codes, ordinances and regulations as they apply to the Project.

11. IMMIGRATION REFORM AND CONTROL ACT OF 1986

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

12. PERA LIABILITY

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

13. SCHEDULES

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

- Schedule 1 - "Scope of Services" consisting of 5 pages.
- Schedule 2 - "Fee Schedule" consisting of 9 page.
- Schedule 3 - "Work Schedule" consisting of 2 pages.
- Schedule 4 - "Identification of Personnel, Subcontractors, and Task Responsibility" consisting of 8 pages.

14. ELECTRONIC SIGNATURE

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

(Signature Section on following page.)

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

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

CITY OF PUEBLO, A MUNICIPAL CORPORATION

By_____
Naomi Hedden, Director of Purchasing

Attest_____ *[SEAL]*
Marisa Stoller, City Clerk

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

_____
Alexandria Romero, Finance Director

APPROVED AS TO FORM
LAW DEPARTMENT

_____
Carla Sikes, City Attorney

BRIDGERS & PAXTON CONSULTING ENGINEERS, INC.

By_____
Steve Taylor, PE, Vice President

Attachments: Schedule 1 - Scope of Services
Schedule 2 - Fee Schedule
Schedule 3 - Project Schedule
Schedule 4 - Identification of Personnel, Subcontractors, and Task Responsibility
Additional Information for Agreement

Schedule 1

Scope of Service

Excerpt from Request for Proposal dated January 2, 2024, Section 3

Followed by Excerpt from Consultant Proposal dated January 22, 2024, Pages 11 – 12

Also refer to additional details in Schedule 2, Fee Schedule

3.1. Objective

The selected Consultant shall work with the Public Works Department for MEP (mechanical, electrical, and plumbing) engineering for the replacement of the Pueblo Municipal Justice Center chiller/boiler system. This project shall include preliminary design (schematic) phase, final design phase, construction documents for bidding, bidding phase, engineer of record for construction, and related consulting services to complete the project as outlined in the Scope of Service shown below. Services will be awarded based on the needs of the project, determination by City, and as allowed by the City's budget.

3.1.1. Required Scope of Service for the Project

Scope of Services should include all required project management and administration services, project management plan development, field data collection, facilitation of and attendance at project meetings, design quality control, and production of all necessary design deliverables (to include biddable plans and specifications and project cost estimates).

All designs shall be compliant with International Existing Building Code and local building codes as necessary for Structure, Mechanical, Electrical, and Plumbing.

A. Preliminary Design (Schematic) Phase. (0-60%)

   1. Provide City with a basis of design report
   2. Hold a kick-off meeting with appropriate City staff to discuss project approach and design criteria
   3. Work with City stakeholders to collect information necessary to begin the design process
   4. Include a preliminary construction cost estimate
   5. Provide a 60% design review submittal and allow 14 days for review by City

B. Final Design Phase (60-100%)

   1. Consultant shall prepare final design documents in electronic format to the City
   2. Final design shall incorporate all required specifications for a complete and functional project in accordance with professional standards and ethics within the industry
   3. Final design/plans shall include utility plan and profile drawings, specifications, necessary materials, and any other plan/detail required for a complete project

4. Final selection of materials shall be coordinated with City
5. Provide detailed construction cost estimate
6. Provide a 90% design review submittal and allow 14 days for review by City
7. Provide final construction documents described in Paragraph "C" below.

C. Construction Documents for Bidding

1. Consultant shall prepare construction documents including plans and specifications for bidding
2. Consultant shall prepare a final detailed construction cost estimate based on 100% (final) drawings
3. The final design must be stamped and shall be utilized for bidding, permitting, and construction of all renovation/remodel activities
4. Coordinate preparation of bid documents with Department of Public Works and Purchasing Department
5. Assist City departments with facilitation of any necessary meetings, addenda, etc.
6. Digital project files shall be provided in both PDF and native formats (AutoCAD, Word, Excel, etc) prior to release of final payment

D. Bidding Phase

1. Consultant shall assist the City as needed during the bidding phase.
2. The City will develop bidding materials including the Invitation to Bid documents, instructions to bidders, other necessary forms, and supplements required by the City as necessary to ensure that prospective bidders are fully informed regarding the construction and materials requirements
3. Participate in a pre-bid meeting and walkthrough on site with interested contractors; interpret and clarify contract documents for bidders
4. During the bidding period, the selected Consultant will assist the City with requests for information from bidders and coordinate with the City for responses and required modifications
5. Note: Any approved modifications to the bidding documents will be issued by Addendum by the City. The Consultant shall prepare any required modifications to drawings or specifications or any supplemental/clarifying drawings that may be needed during the bidding process.

E. Engineer of Record for Construction Phase

1. Provide all customary services for Post Construction Award Services (PCAS) during construction
2. Attend Pre-Construction Meeting with Contractor and Department of Public Works
3. Respond to requests for information from Contractor, review Contractor submittals, and review Contractor applications for payment
4. Review and approval of contractor submittals and shop drawings
5. The City does not expect the scope of the construction to warrant a continuous on-site presence; however, the selected firm should plan a minimum of weekly project progress meetings with the City and Contractor. Attendance at weekly construction meetings may periodically be held virtually; however, in-person attendance may be required upon request.
6. Additional meetings and/or site visits shall be requested by the Department of Public Works or Contractor on an as needed basis to review work progress
7. Verify as-built drawings at end of the project and notate all approved field changes. As-built documents must be electronically updated in AutoCAD by the Consultant.
8. Final as-built drawings shall be issued to the City in electronic form (AutoCAD) for use on future projects subject to release of liability.

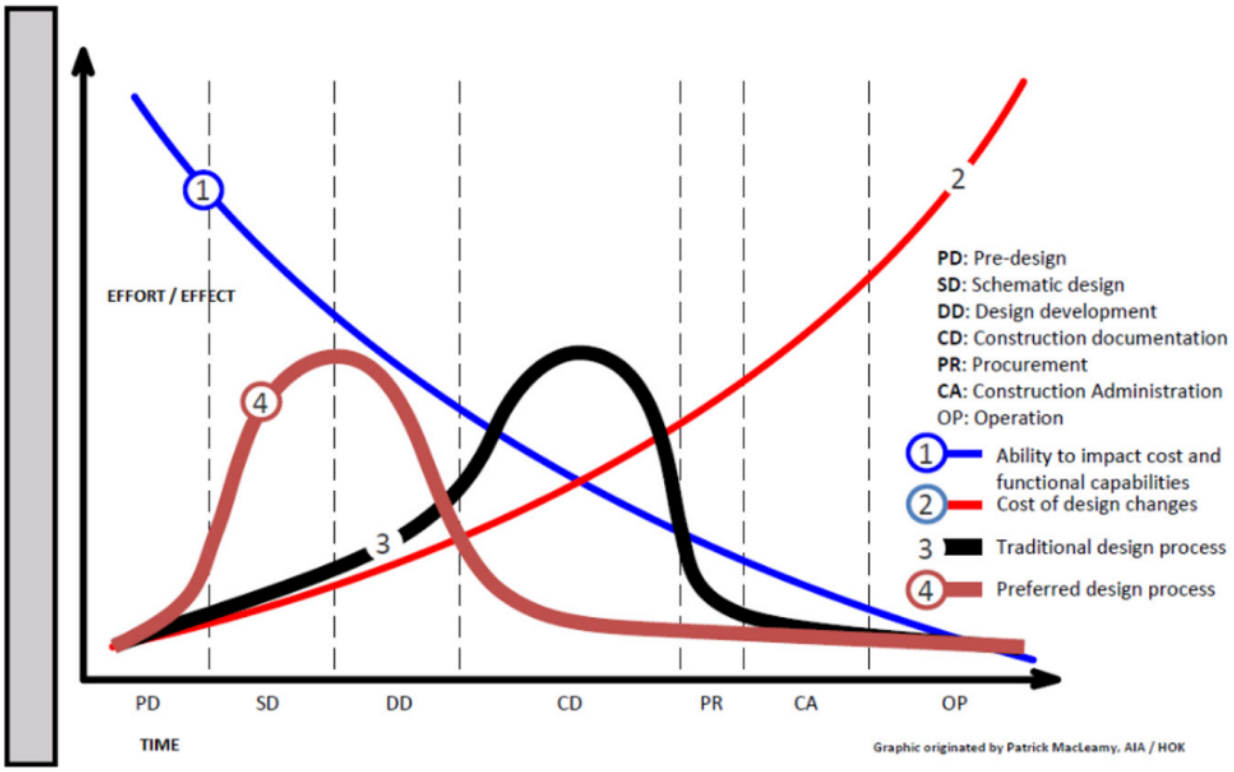
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BRIDGERS&PAXTON

2.5 SCHEDULE 1 - SCOPE OF SERVICE

The initial RFP stated this to be an equipment replacement project, but during the site visit and subsequent question and answer period, the scope has been clarified to include building modifications to house the replacement equipment in a newly constructed central plant building, with grade location the stated preference. This approach opens up the opportunity of minimizing downtime of the building during the construction process as much construction can be accomplished without shutting down critical systems for this critical building. This approach does create a scope that ventures beyond equipment replacement and requires a full architectural and engineering team approach. We have included architectural, structural, and civil consultants to help navigate the challenges of constructing a building addition on the existing PMJC site. Site utilities, parking impacts, development plans, aesthetics, sound criteria all must be considered. We aim to have early work and discussions that help shift decisions to the early stages of design so that we mitigate cost escalations during the construction period. Because of this complexity, we propose some additional milestones are added to the design schedule beyond what was asked in the RFP. We have separated the line item for preliminary design to include a task for a feasibility study and site survey.

1. Preliminary Design - Feasibility Study and Site Survey
2. Preliminary Design - Schematic Design
3. Final Design - Design Development
4. Construction Documents
5. Bidding Phase
6. Construction Period Services



BRIDGERS&PAXTON

2.5 SCHEDULE 1 - SCOPE OF SERVICE

Bridgers & Paxton understands that this project's primary goal is to provide a full replacement of mechanical systems that are serving the PMJC facility. We will design replacement air handlers, chillers, boilers, as well as pumps and hydronic specialties. This effort will include a site investigation of the existing building and corresponding systems, computerized heat load calculations to verify the sizing for replacement equipment, outside air calculations to determine compliance with the current International Mechanical Code, specification and design of systems that comply with International Energy Efficiency Code requirements, preparation of permit and bid documents, and assistance with bidding process and construction administration services. Electrical and plumbing systems will need to be modified to support the relocated mechanical equipment.

It is imperative that downtime is considered in the design and construction of this project. This building serves critical functions for the City of Pueblo. Design should plan to minimize outages during construction and to allow for quick change over of systems. All downtime will need to be scheduled with and understood by the City of Pueblo. Beyond the initial construction considerations, systems will be designed to improve maintainability and reduce downtime potential for the life of the systems. Redundancy considerations will be discussed in the early stages of the project to ensure that the City of Pueblo has confidence that the system has adequate resiliency to continue expected operation with one pump being serviced, for example. System design will strive for efficiency but we will ensure the system is arranged with simplicity and maintenance so that efficiency measures are not in the way of reliable day to day operation.

Our teaming partners will have the following scopes of work.

HGF Architects – design of new building addition to house central plant equipment. They will provide code study documentation to support the permitting process. Coordination with existing building aesthetics and function. Close coordination with structural and civil engineers. Support for ROM opinion of probable construction costs.

HCDA Structural Engineers – design of structural system for new central plant building. Analysis and design for rooftop air handler replacements and renovations. Support for ROM opinion of probable construction costs.

Northstar Civil Engineers – Site survey of new building location. Design and consulting related to new building site requirements. Support for ROM opinion of probable construction costs.

Bridgers & Paxton will have a primary point of contact and secondary point of contact to ensure that responses are timely and projects proceed smoothly once commenced. Understanding available budgets and schedules will help us to design within project constraints. We can assist with opinions of probable construction cost if beneficial toward understanding construction cost ranges prior to seeking contractor bids. We will look to identify sub-consultant involvement early in the scoping effort to make sure we don't have any gaps in scope.

Schedule 2

Fee Schedule

Excerpt from Pricing Proposal dated January 22, 2024

Followed by Excerpt from Consultant Proposal dated January 22, 2024, Pages 13 - 20

DESIGN FOR PMJC CHILLER/BOILER REPLACEMENT

Line Item	Description	Unit of Measure	Unit Cost
1	Not to exceed price for Preliminary Design (Schematic) Phase	Lump Sum	$44,380.00
2	Not to exceed price for Final Design Phase	Lump Sum	$41,420.00
3	Not to exceed price for Construction Documents for Bidding Phase	Lump Sum	$52,180.00
4	Not to exceed price for Bidding Phase	Lump Sum	$1,980.00
5	Not to exceed price for Engineer of Record for Construction Phase	Lump Sum	$32,190.00
Grand Total All Phases As Awarded		Lump Sum	$172,150.00

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PROFESSIONAL FEE SCHEDULE OF HOURLY RATES
MECHANICAL/ELECTRICAL/PLUMBING/TECHNOLOGY/CONTROLS
November 15, 2023 – November 14, 2024

PRINCIPAL	$225.00
PROJECT MANAGER	$210.00
SENIOR ENGINEER	$185.00
PROJECT ENGINEER	$155.00
ENGINEER	$130.00
ENGINEER INTERN	$110.00
SENIOR DESIGNER	$165.00
PROJECT DESIGNER	$120.00
DESIGNER	$100.00
BIM SERVICES	$120.00
CADD TECH	$90.00
ESTIMATING/CONSTRUCTION SERVICES	$145.00

NOTE:

1. The hourly rates quoted herein are applicable through November 14, 2024.

2. The hourly rates quoted herein do not include local or state gross receipts tax, as may be applicable.

REIMBURSABLE EXPENSES:

Travel and per diem (lodging, meals, etc.), reproduction, express mailing, etc. will be billed on a direct cost reimbursable basis, unless otherwise stipulated.

Thank you for the opportunity to submit this proposal to provide consulting engineering services for the 22-013 Design for PMJC Chiller/Boiler Replacement Project. This proposal describes our Project Understanding, Scope of our Work and Proposed Compensation.

PROJECT UNDERSTANDING

B&P will provide design, construction documents, and contract administration services for existing boiler, chiller, air handler, and hydronic specialty replacement. Building automation system will be evaluated for reconfiguration or replacement. The existing building is approximately 104,000 square feet over three stories. The existing boiler and chiller are part of a proprietary packaged central plant on the roof that the City of Pueblo wishes to be removed in its entirety. Central air handlers will be replaced and reconfigured to provide function and to improve building static pressure control. The operations center on the upper level will be evaluated for additional cooling and HVAC system resiliency improvements. The replacement air handling and central plant equipment will comply with current International Mechanical Codes and International Energy Conservation Codes. Drybulb economizer and powered relief fans will be included in the design concept. Replacement equipment may exceed the existing equipment weight and we will include an allowance to engage a structural engineer to provide an assessment and letter of review if needed. The desired path for a new grade mounted central plant will require us to carry Architectural, Structural, and Civil engineering consultants.

PROPOSED SCHEDULE

Anticipated design start is anticipated to be immediate upon notice of award from City of Pueblo and subsequent execution of contract. A rough proposed schedule is included in the body of the prime proposal.

SCOPE OF OUR WORK

In preparing our scope of work and compensation we have assumed the following:

1. Electrical/Special Systems

    - Site investigation of existing facility and review of record documents pertaining to electrical systems infrastructure within the existing facility.
    - Demolition drawings for existing equipment.
    - Specification and design of power connections to new HVAC equipment.

2. Mechanical/Plumbing Systems

    - Site investigation of existing facility and review of record documents pertaining to mechanical systems infrastructure within the existing facility.
    - Heating and cooling load calculations to confirm sizing of new equipment.
    - Ventilation calculations for code required fresh air.
    - Demolition drawings.
    - Disconnection and reconnection of natural gas piping.
    - Specification and design of new HVAC systems including but not limited to packaged rooftop unit, thermostat controls, roof adapter curbs.
    - Reconfiguration of piping and ductwork to facilitate minimal downtime
    - Support of City bid effort including response to contractor questions, attendance at a pre-bid meeting, and issuing of addenda.
    - Performance specification for fire sprinkler system modifications to serve new central plant building.

ROLES & RESPONSIBILITIES (B&P TEAM)

- The Engineer will manage the design team and offer coordination reviews for multiple disciplinary attendance. The Engineer will also champion these plans through the permitting process. As necessary, we will accommodate any permit review comments from the Authorities Having Jurisdiction.
- The Engineer will adhere to the design schedule as outlined by the Owner.
- A design kick-off meeting with the Owner is to be performed to provide clear scope definition and coordination of specialty space design requirements.
  - The Owner shall provide B&P with complete information concerning project requirements for our work and shall furnish as applicable:
    - Criteria, constraints, and definitions applicable to this project.
    - A list of codes, including edition dates and local ordinances, supplements, and revisions applicable to this project.
    - Design and construction standards which we are to follow in the preparation of construction documents.
    - Inform us of special requirements of the project which will affect our work.
    - All relevant pdf and CAD drawings available for the building.
- It is anticipated that one design review meeting during each design phase (two (2) total) will be held virtually with Mechanical leads in attendance.
- Construction documents will be prepared in AutoCAD. Floor plan shall be provided to Engineer in AutoCAD format.

CONSTRUCTION ADMINISTRATION

- Site visits will be provided during construction and a final punchlist at substantial completion. It is anticipated that no more than eight (8) OAC and/or site visits will be required, with one (1) mechanical representative at each site visit.
- Attendance at pre-bid meeting at site (one representative).
- Shop drawing and submittal review.
- Response to construction request for Information, RFI's.

EXCLUSIONS

- Permitting fees.
- LEED certification and submission.
- Commissioning services.
- Replacement of plumbing system components.
- Design of any mass notification systems.
- Energy modeling or life cycle cost analysis.
- Detailed fire protection system design (head layout).
- Specification and design of lightning protection and counterpoise system.
- Electrical circuit breaker overcurrent coordination study shall be the provided by the electrical contractor. This requirement will be provided in the Division 26 specifications.

COMPENSATION

We propose to provide the indicated services on the following fee basis:

Lump sum, fixed fee for basic design services shall be as follows:

• MEP and Project Management Services	
○ Prelim Design (Feasibility Study)	$ 4,620.00
○ Prelim Design (Schematic Design)	$ 26,400.00
○ Final Design (Design Development)	$ 33,000.00
○ Construction Documents	$ 39,600.00
○ Bid Support	$ 1,980.00
○ Construction Phase	$ 26,400.00
○ **Total MEP**	**$132,000.00**
• Architectural (HGF)	
○ Prelim Design (Feasibility Study)	$ 2,500.00
○ Prelim Design (Schematic Design)	$ 1,500.00
○ Final Design (Design Development)	$ 2,500.00
○ Construction Documents	$ 3,500.00
○ Construction Phase	$ 1,500.00
○ **Total** Architectural	**$ 11,500.00**
• Structural (HCDA)	
○ Prelim Design (Feasibility Study)	$ 930.00
○ Prelim Design (Schematic Design)	$ 930.00
○ Final Design (Design Development)	$ 2,320.00
○ Construction Documents	$ 3,280.00
○ Construction Phase	$ 1,890.00
○ **Total** Structural	**$ 9,350.00**
• Civil (Northstar)	
○ Prelim Design (Feasibility Study and Topographic Survey)	$ 4,700.00
○ Prelim Design (Schematic Design)	$ 2,800.00
○ Final Design (Design Development)	$ 3,600.00
○ Construction Documents	$ 5,800.00
○ Construction Phase	$ 2,400.00
○ **Total** Civil	**$ 19,300.00**

• **Total Project Preliminary Design Fee**	**$ 44,380.00**
• **Total Project Final Design Fee**	**$ 41,420.00**
• **Total Project Construction Document Fee**	**$ 52,180.00**
• **Total Project Bidding Phase Fee**	**$ 1,980.00**
• **Total Project CA Fee**	**$ 32,190.00**
• **Total Project Design Fee**	**$172,150.00**

We propose that invoicing for engineering services during Design and Construction Phases be submitted monthly. Invoices will be due and payable not less than thirty (30) days after receipt of invoice.

Reimbursable expenses are not anticipated for this project. All documents will be transmitted in electronic format for printing and assembly.

Should expenses for travel, reproduction, handling of drawings, specifications and other documents, other than normally required for coordination and progress review between Owner, Architect, and Consultants be requested, the Engineer will notify the district project manager, and additional reimbursable expenses if applicable and approved will be billed at cost.

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TYPICAL MECHANICAL, ELECTRICAL, PLUMBING (MEP) SCOPE OF WORK

I. Included in Basic Engineering Services are the following:

A. Preparation of Documents and Construction Administration

1. Preparation of MEP Construction Documents including drawings and specifications for the building HVAC systems, control diagrams and sequences of operation, power, and special systems infrastructure.

2. Control system design will include schematic control diagrams, sequence of operations,

3. Division 21, 22, 23, 26, and 28 specifications, and coordination with Owner for FMS interface with the existing city FMS.

4. Opinions of probable construction cost at each milestone.

5. Construction administration services include, shop drawing review, RFI responses and site visits as outlined on the fee proposal, including a final site visit with final punchlist.

6. As built drawings based on contractor mark-ups if required.

7. Review of MEP record drawings and project closeout documents prepared by the Contractor, including test and balance reports and O&M manuals.

II. Not anticipated as being required and therefore not included in our Basic Services proposal are the following:

A. Detailed fire protection system design (head layout).

B. Fire alarm system design.

C. Plumbing system design (except as related to replacement of mechanical equipment).

D. Telecommunications and Special Systems Design.

E. Design of building interior, on-site area, and landscape lighting.

F. Site survey with all appropriate topographical information including location and identification of all surface and sub-surface utilities structures and distribution systems.

G. Extensive field investigations to determine the accuracy and correctness of the provided Record Drawings.

H. Extensive representation on site or commissioning of MEP systems. Commissioning might include but not be limited to the following: Detailed systems operation verification; point-by-point control/wiring systems checkout; verification of compliance with design criteria; assisting Owner and Contractor in critical path start-up; assisting User with performance verification; proactive conflict resolution; and maintenance staff training.

I. Computerized energy analysis and/or life cycle cost studies or system alternatives.

J. Electrical coordination studies based on equipment supplied by Contractor.

K. Design of on-site electric utility infrastructure system improvements.

L. Design and analysis of site drainage or landscape irrigation system.

M. LPG System: The design and installation of the LPG system on site is the responsibility of the LPG supplier contracted by the owner and not of the design team. Any reference to the LPG system on site is for reference purposes only and does not infer we are directing the design and installation of the system. Our scope of work is limited to the point of connection to the building entrance and the piping system within the building. It is the responsibility of the LPG supplier to acquire all required permits and construction inspections by the Authority Having Jurisdiction (AHJ) for the installation of the system outside the building.

N. Structural Engineering design and/or details associated with the support of mechanical, electrical and plumbing systems (for example, light pole supports, concrete housekeeping pads, support structures for cooling towers or other ground mounted equipment, seismic support for piping, conduit and equipment, or other supports not specifically listed but needed for installation or code compliance.

O. Design of and/or coordination or cooperation with any asbestos or hazardous waste related activities.

P. Preparation of reports or studies for additional work typically included as "Additional Services" in the standard AIA Agreement between Architect and Consultants.

Q. Providing services in connection with evaluating substitutions proposed by the Contractor and making subsequent revisions to drawings, specifications, and other documents resulting therefrom.

R. Services associated with LEED documentation.

Conditions of Agreement

A. Contingency Provision: The Owner and Bridgers & Paxton shall mutually determine and appropriate a project Industry Standard design contingency fund amount prior to commencement of construction as an allowance for correction of imperfections in the design documents. The Owner further agree to make no claim by way of direct or third-party action against the Bridgers & Paxton or its sub consultants with respect to any increased cost is within the contingency because of such changes or because of any claims made by the Contractor relating to such changes. In the event design deficiencies exceed the agreed to allowance consistent with a reasonable standard of care, any claims for negligence shall first be attempted to be resolved in an informal manner. Any restitution by Bridgers & Paxton for claims of design negligence in excess of the allowance shall be limited to those costs for which the client receives no added value and which would not have been incurred but for the design deficiency.

B. Consult with us regarding proposed changes which may affect our work, as early as feasible upon consideration of the change. Bridgers & Paxton shall be notified of all architectural changes in writing.

C. Current conditions in the world due to natural disasters, political unrest or other economics may impact the project's construction cost beyond the design professional's control. The results of such unforeseen and unpredictable situations may adversely affect the cost of building materials as well as the overall cost of construction when related to energy costs. In today's extremely volatile climate we can no longer be responsible for projects bidding within estimates of probable construction cost and therefore do not assume the liability to redesign a project when it bids over budget due to such unforeseen events. These events often occur quickly and unexpectedly thus

affecting the cost of construction immediately. Therefore estimates of probable construction costs cannot be determined with any accuracy for any period in the future. We therefore do not agree to comply with the typically used requirement that the design professional will redesign the project if it bids above the budget. We recommended the Owner acquire an independent construction cost estimating professional to provide advice and recommendations related to the probable construction cost of the project and the potential impact of world events.

D. Should the project design schedule be delayed for any reason, for longer than 90 days, an additional service fee will be required. This may include services to assess implications of construction costs, possible resulting design changes, possible code changes, and to reorganize the design team to re-familiarize the team with the project.

E. Neither the professional activities of the Consultant, nor the presence of the Consultant or its employees and subconsultants at a construction/project site, shall relieve the General Contractor of its obligations, duties, and responsibilities including, but not limited to, construction means, methods, sequence, techniques, or procedures necessary for performing, superintending, and coordinating the Work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. The Consultant and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The Client agrees that the General Contractor shall be solely responsible for jobsite safety, and warrants that this intent shall be carried out in the Client's contract with the General Contractor. The Client also agrees that the Client, the Consultant, and the Consultant's subconsultants shall be indemnified by the General Contractor and shall be made additional insureds under the General Contractor's policies of general liability insurance.

(Continue to next page for Schedule 3)

Schedule 3

Work Schedule

Followed by Excerpt from Consultant Proposal dated January 22, 2024, Schedule 3

B&P understands the importance of scheduling as it relates to construction in an operational facility. This scheduling and phasing will be closely coordinated with the selected General Contractor.

The project manager will review the project status with the team on a weekly basis to ensure the project remains on schedule. The project manager will review engineering and design tasks on the project schedule for opportunities to schedule critical tasks on parallel paths, rather than sequentially, to shorten the critical path and shorten project deadlines and activity durations.

The team project manager will optimize the project schedule by managing "out in front" of the design team to take advantage of early problem solving opportunities. Good planning starts with an investment of time up front to think and solve problems during conceptual planning rather than during production of construction documents and throughout construction.

In the event that during the project design, unforeseen conditions arise which would significantly impact project design approach and have the potential to increase project costs, we will immediately bring the matter to the attention of the City project team for careful review and analysis. In the event that during the design, the owner identifies additional project needs or scope issues, we will work closely with the team members to quickly determine any significant construction budget or design schedule implications, and do whatever may be necessary to keep the project on track, both from an overall schedule and construction budget standpoint.

During the project construction phase, if the Contractor identifies problems or issues which they believe constitutes additional or unforeseen work for which a change order is necessary, we will work with the Contractor quickly, first to verify that a change order is in fact appropriate, next to minimize any construction impact by early identification of construction coordination issues with timely response to Contractor RFI's, and finally to carefully evaluate the Contractor change order proposals to verify that additional labor and material costs are reasonable and fairly reflect the actual additional work, including any appropriate credits for original project work in the contract.

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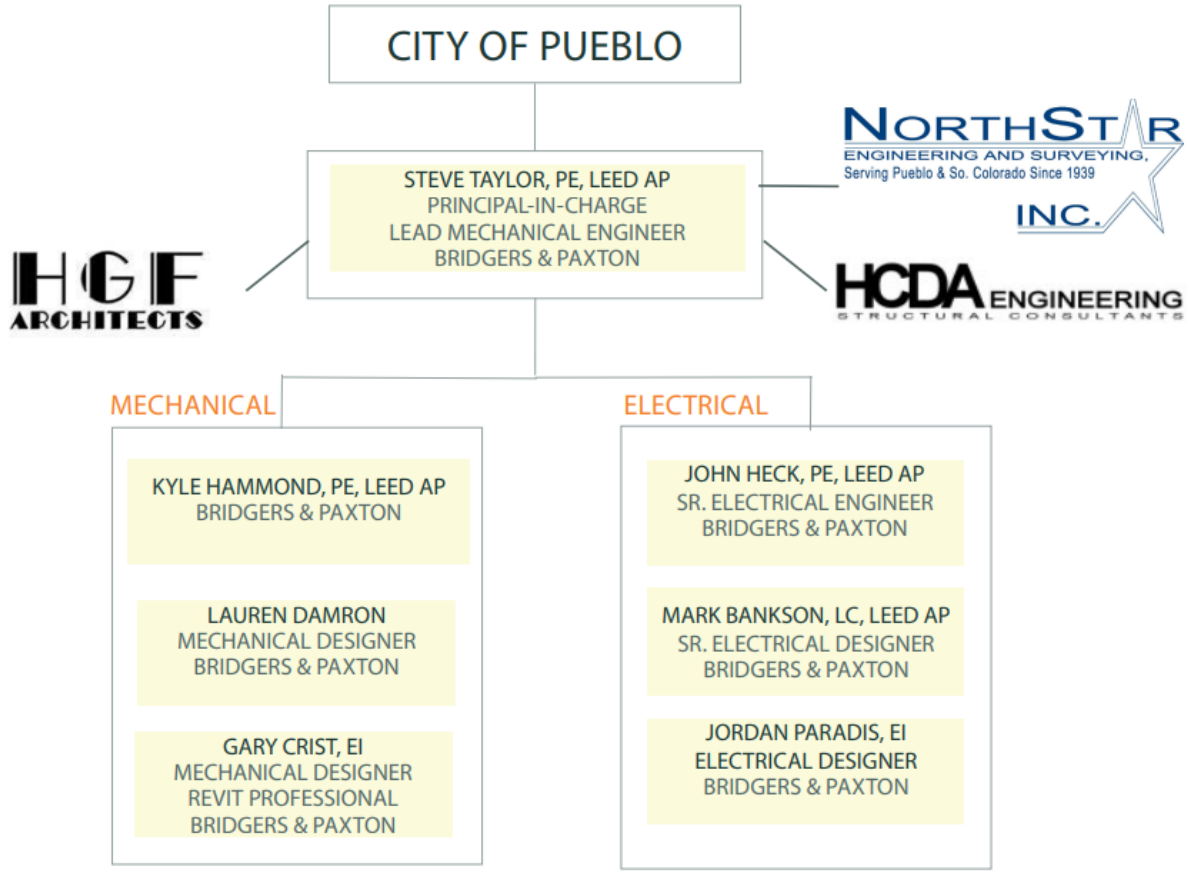
Feasibility Study/Site Survey	Schematic Design	Design Development	Construction Documents	Bid Support	Construction Administration
-Kick off meeting with City to discuss current issues in detail. -Site investigation and photographic documentation to assess options for MEP, Architectural and site design. -Review of record documents. -Preparation of assessment report to make recommendation to city and establish detailed scope of work prior to moving into full design phase.	-Design to commence upon project award -Design phase Kick off meeting -Record drawings review -Site Investigation -Equipment sizing calculations -Coordinate with Architect for demolition plans -Provide structural impacts to existing building -Review with Owner	-Finalize equipment sizing calculations -Finalize equipment selection -Provide layout of final equipment -Provide preliminary electrical connection points or modifications -Provide Architectural impacts to roofs, walls and/or ceilings -Provide structural drawing, if needed -Provide specification table of contents -Design Development Opinion of Probable Cost -Review with Owner to discuss design and options	-Finalize layout of equipment & ductwork -Finalize electrical connection points and modifications -Finalize any architectural & structural drawings -Prepare final specifications -Provide completed documents for bid -Construction Document Opinion of Probable Cost -Review with Owner	-Assist w/ project solicitation -Attend contractor bid walk -Respond to contractor questions -Issue addendum (if required)	-Review and respond to shop drawings/submittals -Review and respond to RFIs -Attend OAC meetings as needed -Review Contractor pay applications -Provide interim site visits and observation reports -Provide 11 month warranty punchlist
21 calendar days for design services – 14 days for Pueblo Review	**21 calendar days for design services – 14 days for Pueblo Review**	**28 calendar days for design services – 14 days for Pueblo Review**	**28 calendar days for design services**	**Schedule to be coordinated with Pueblo – Late June 2024**	**July 2024 – August 2025 Approximated**

(Continue to next page for Schedule 4)

Schedule 4

Identification of Personnel, Subcontractors, and Task Responsibility

Followed by Excerpt from Consultant Proposal dated January 22, 2024, Pages 23 – 30



STAFFING CAPACITY

B&P has 19 employees in our Colorado Springs office. We will provide a dedicated team of two mechanical engineers, two mechanical interns and several designers. The electrical team will have an engineer, a senior electrical designer and several designers. In addition, the firm employs over 120 design professionals who can also be available as needed to support project needs.

MANAGEMENT ROLES & RESPONSIBILITIES

Steve Taylor will serve as the Principal In Charge. Kyle Hammond will serve as Project Manager. John Heck will be the Senior Electrical Engineer. Mark Bankson will be the Senior Electrical Designer. Our project leadership will be involved in the project from kick-off through design, and into construction and close out.

HGF Architects (Pueblo), NorthStar Civil Engineers (Pueblo), and HCDA Structural Engineers (Colorado Springs) will coordinate with Steve Taylor and the Project Manager.

FUNCTIONS INTEGRATED

Our team prides itself in our collaborative approach to building system design. Early coordination with internal project members as well as subconsultants and facility staff ensure a seamless process from start to finish. Design team meetings will be held at regular intervals and in the lead up to the project deliverables to ensure a high quality set of drawings. Successful integration of all pieces of a design team is key to a successful project.

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Steve Taylor will serve as the Principal In Charge. Kyle Hammond will serve as Project Manager. John Heck will be the Senior Electrical Engineer. Mark Bankson will be the Senior Electrical Designer. Our project leadership will be involved in the project from kick-off through design, and into construction and close out.

HGF Architects (Pueblo), NorthStar Civil Engineers (Pueblo), and HCDA Structural Engineers (Colorado Springs) will coordinate with Steve Taylor and the Project Manager.

HGF Architects – design of new building addition to house central plant equipment. They will provide code study documentation to support the permitting process. Coordination with existing building aesthetics and function. Close coordination with structural and civil engineers. Support for ROM opinion of probable construction costs.

HCDA Structural Engineers – design of structural system for new central plant building. Analysis and design for rooftop air handler replacements and renovations. Support for ROM opinion of probable construction costs.

Northstar Civil Engineers – Site survey of new building location. Design and consulting related to new building site requirements. Support for ROM opinion of probable construction costs.

FUNCTIONS INTEGRATED

Our team prides itself in our collaborative approach to building system design. Early coordination with internal project members as well as subconsultants and facility staff ensure a seamless process from start to finish. Design team meetings will be held at regular intervals and in the lead up to the project deliverables to ensure a high quality set of drawings. Successful integration of all pieces of a design team is key to a successful project.

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BRIDGERS & PAXTON

17 years experience
17 years with firm

Education

Bachelor of Science, Architectural Engineering Kansas State University

Credentials & Affiliations

Licensed Colorado Engineer #046750

Member, American Society of Heating, Refrigerating and Air-Conditioning Engineers (ASHRAE)

LEED Accredited

Steve Taylor

PE, LEED AP BD+C

Principal | Colorado Office Leader

Steve Taylor is a Principal and Office Leader for B&P's Colorado Springs regional office. His project experience includes project management and mechanical engineering design for healthcare, commercial, industrial, and educational facilities. Steve's design experience includes: facility assessment studies, pre-design investigation, heating and cooling load calculations, traditional HVAC system design, energy efficient HVAC; medical and laboratory gas, process piping, heat recovery systems, central plant, Divisions 21, 22 & 23 specification editing, EMCS, sequence of operation editing, LEED documentation and submission, and IECC compliance verification. Steve has completed energy simulations and life cycle cost analysis for both LEED and non-LEED buildings. Steve has designed over 75 higher education projects. Steve has availibility and will be responsive for this project.

Highlighted Project Experience

- Pueblo Community College (PCC) Trane Performance Contract - Health Science Building RTU Replacements, Pueblo, CO
- Pueblo Community College (PCC) Fremont Nursing and Science Renovation, Pueblo, CO
- Pueblo Community College (PCC) Trane Performance Contract - Multiple Buildings, Pueblo, CO UCCS Career & Innovation Center, Colorado Springs, CO
- Adams State University Boiler Replacements, Alamosa, CO
- Adams State University Richardson Hall Renovation, Alamosa, CO
- Adams State University Boiler Replacements, Alamosa, CO
- Trinidad State College Freudenthal Library Renovations, Trinidad, CO
- Trinidad State College, A/E Services for Alamosa Campus Expansion, Alamosa, CO
- The Broadmoor Hotel West Tower Boiler Replacement - D-B
- Colorado State University (CSU) Pueblo - Upgrade HVAC, Nursing Program Wing,
- COS District 11 Jackson Elementary School Boiler HVAC Upgrade
- COS District 11 Boiler Replacement Designs and Construction Administration Chipeta Elementary School Prime
- Compassion International Building D Boiler Replacement - D-B
- Compassion International Building D Chiller Upgrade - D-B
- Colorado Springs School District 11, Mann Middle School Boiler Replacement Designs and Construction Administration
- Colorado College Fine Arts Center Chiller Renovation
- Lamar Community College Bowman Building AE Chiller Valves Pipes Controls Replacement
- Embassy Suites Chiller Replacement
- City of Pueblo Mechanical Engineering - Bus Terminal RTU Replacement
- City of Pueblo Mineral Palace Atrium HVAC Replacement
- Rocky Mountain Chocolate Factory Chiller Replacement



BRIDGERS & PAXTON

12 years experience
4 years with firm

Education

Bachelor of Science, Architectural Engineering

Credentials & Affiliations

Licensed Colorado Engineer #051803

Member, American Society of Heating, Refrigerating and Air-Conditioning Engineers (ASHRAE)

LEED Accredited

Kyle Hammond

PE, LEED AP BD +C

Mechanical Engineer, Project Manager

Kyle Hammond is a Mechanical Engineer and Project Manager for the Colorado Springs regional office. His project experience includes mechanical engineering design for K-12, university projects, religious buildings, military buildings, hotels, offices, parking garages, high-end residences, recreation centers and natatoriums. Kyle's design experience includes: heating/chilled water (air and water-cooled chillers), AHU, RTU, ERV, VRF (heat pump & heat recovery), ground-source heat pump, radiant floor, infrared radiant heaters, snowmelt, dust collection, commercial kitchen, heat trace; and full plumbing system design; Divisions 21, 22 & 23 specification editing, sequence of operation editing, and LEED documentation. Kyle has availibility and will be responsive for this project.

Highlighted Project Experience

- COS District 11 Mitchell High School HVAC Replacement
  Colorado Springs, CO
- COS District 11 Jackson Elementary School Boiler HVAC Upgrade
  Colorado Springs, CO
- COS District 11 Bristol Elementary School HVAC Replacement
  Colorado Springs, CO
- COS District 11 Chipeta Elementary Boiler Replacement
  Colorado Springs, CO
- COS District 11 Mann Middle Boiler Replacement
  Colorado Springs, CO
- COS District 11 Academy ACL Charter School
  Colorado Springs, CO
- Colorado College Tutt Geology Extraction, Colorado Springs, CO
- Colorado College Olin Chemistry Lab Renovation, Colorado Springs, CO
- Colorado College Tutt Science Building Renovation, Colorado Springs, CO
- Trinidad State College Romero Hall Phase 2, Trinidad, CO
- UCCS Career and Innovation Center Renovations, Colorado Springs, CO
- Pikes Peak State College Dental, Colorado Springs, CO
- CSU Pueblo Technology Building Renovation/Addition, Pueblo, CO
- Harrison District 2 Stratton Meadows Elementary Renovations
  Colorado Springs, CO
- Pueblo District 60 Two New High Schools
  Pueblo, CO
- Pueblo District 60 Two New Elementary Schools
  Pueblo, CO



BRIDGERS & PAXTON

36 years experience
24 years with firm

Education

Bachelor of Science, Electrical Engineering
California Polytechnic State University

Credentials & Affiliations

Licensed Colorado Engineer #043933

National Society of Professional Engineers (NSPE),
Institute of Electrical and Electronic Engineers (IEE),
Illuminating Engineering Society of North America (IESNA)

LEED Accredited

John Heck

PE, LEED AP

Senior Electrical Engineer, Project Manager

Mr. Heck is Senior Electrical Engineer and Project Manager for B&P. His design experience in this area includes energy and environmentally sensitive devices such as efficient lighting, occupancy sensors, lighting control and daylight sensing systems. In addition, Mr. Heck's specialties include power distribution, communication systems, fire alarm systems, security and security systems, and integrated building management systems for energy-efficient buildings. John has availibility and will be responsive for this project.

John's design experience totals over 1,000 with 100 plus projects in Colorado. John has designed over 250 higher education projects.

Highlighted Project Experience

- City of Pueblo Mechanical Engineering - Bus Terminal RTU Replacement
- City of Pueblo Mineral Palace Atrium HVAC Replacement
- Pueblo Community College Health Science Consolidation Renovation, Colorado Springs, CO
- Widefield District 3 Watson Junior High Boiler Additional Scope
- Embassy Suites Chiller Replacement
- Lamar Community College Bowman Building AE Chiller Valves Pipes Controls Replacement
- Rocky Mountain Chocolate Factory Chiller Replacement
- Adams State University Richardson Hall Renovation, Alamosa, CO
- Adams State University Electrical Distribution, Alamosa, CO
- CSU - Pueblo Technology Building Renovation & Addition - D-B
- Trinidad State College, A/E Services for Alamosa Campus Expansion, Alamosa, CO
- Pueblo Community College Health Science Consolidation Renovation
- Adams State University Electrical Distribution Replacement, Alamosa, CO
- Compassion International Building D Boiler Replacement - D-B
- Compassion International Building D Chiller Upgrade - D-B
- Pikes Peak State College Centennial Campus HVAC Renovation, Colorado Springs, CO
- Pikes Peak State College Cypress Building Nursing School Renovations, Colorado Springs, CO
- Pikes Peak State College Electrical Improvements/Emergency Generator, Colorado Springs CO



HGF ARCHITECTS

Amy Hurtig-Smith

AIA, LEED AP

Principal, Architect

Amy Hurtig-Smith, President of HGF Architects has been with the firm since 1996. Amy is a skilled facilitator, programmer, planner, and designer with many years experience working with many types of facilities. She excels in programming and planning working with large and small groups or committees helping clients sort through differing opinions and programmatic needs. Amy believes in the importance of exploring design alternatives, listening to the Owners and users of a building and developing the design around their requirements for the project. As a Principal Architect of HGF, Amy is experienced at effectively leading a production team, coordinating project consultants, and verifying that construction documents are created with the Owner's goals and objectives being met at every stage of the project. Amy rises to the challenge of working within the constraints of a project's budget in order to maximize the quality of the facility and to give the clients ultimate satisfaction.

Education

Bachelor of Environmental Design University of Colorado-Boulder

Credentials & Affiliations

Colorado Registered Architect

American Institute of Architects (AIA)

LEED Accredited

Highlighted Project Experience

- City of Pueblo Mechanical Engineering - Bus Terminal RTU Replacement
- City of Pueblo Mineral Palace Atrium HVAC Replacement
- Adams State University Richardson Hall Renovation, Alamosa, CO
- Adams State University Electrical Distribution, Alamosa, CO
- CSU - Pueblo Technology Building Renovation & Addition - D-B
- Trinidad State College, A/E Services for Alamosa Campus Expansion, Alamosa, CO
- Pueblo Community College Health Science Consolidation Renovation
- Adams State University Electrical Distribution Replacement, Alamosa, CO
- Compassion International Building D Boiler Replacement - D-B
- Compassion International Building D Chiller Upgrade - D-B



HCDA ENGINEERING
STRUCTURAL CONSULTANTS

Andy Baturevich

PE

President, Principal, Structural Engineer

Andy has over 28 years of experience with HCDA Engineering Inc. working as a design engineer and project manager for all types of projects. He has managed many industrial and educational projects, including projects at Fort Carson and universities and school districts across the state of Colorado. A sampling of his extensive experience is listed below. His ability to understand complicated structures and convey difficult material on the Construction Documents is one of his strengths. He works well with the entire design team, responds to questions and submittals in a timely manner during construction while always keeping the interests of the owner in mind.

Education

University of California, Davis, CA
Master of Science/ Structural Emphasis
Colorado School of Mines, Golden, CO
Bachelor of Science/Eng., Civil Specialty

Credentials & Affiliations

Colorado Professional Engineer

Construction Specifications Institute (Past President)
American Institute of Steel Construction
Structural Engineers Association of CO (SEAC)
American Council of Engineering Companies (ACEC)

Highlighted Project Experience

- Fort Carson Building 1860 Boiler #1 Replacement
- Fort Carson Building 1860 Boiler #2 Replacement
- Drake Power Plant SPS Building
- Drake 6 and 7 Exhaust Capture System
- Colorado State University Biology Building Bridging Documents
- Colorado School of Mines Athletic Field Improvements
- Colorado College Slocum Hall Renovation
- Grandview and Cherokee Trail High Schools – Cherry Creek
- Numerous Douglas County and Cherry Creek Elementary Schools
- Mountain View High School Additions, Loveland, CO
- Printers Park Medical Plaza
- Memorial Hospital Building #11, Cancer Center Addition, and Parking Garage
- Colorado Springs Utilities Water Quality Laboratory



NORTHSTAR
ENGINEERING AND SURVEYING,
Serving Pueblo & So. Colorado Since 1939
INC.

Michael Cuppy

PE, PLS

President, Principal, Civil Engineer

Mr. Cuppy is a Registered Professional Land Surveyor and Professional Engineer, licensed to practice in the State of Colorado. With over 27 years of experience in land surveying and development, he has extensive knowledge in all aspects of the discipline including boundary, right-of-way, ALTA/ ACSM, utility, and topographic surveys for major municipal, commercial, and residential projects. Mike is a Principal of NorthStar Engineering and Surveying, Inc. and is committed to delivering to the client the highest quality performance on all projects.

Education

Bachelor of Science, Civil Engineering Technology, Colorado State University-Pueblo

Credentials & Affiliations

Professional Engineer – Colorado #40201

Professional Land Surveyor – Colorado #38485

Coalition of Pueblo Engineers

Land Development Committee for Pueblo Association of Home Builders

Pueblo Downtown Association – President

Pueblo Economic Development Corporation (PEDCO)– Board Member

Highlighted Project Experience

- Pueblo School District 60, East and Centennial High Schools (2020)
- Pueblo School District 60, Sunset Park and Franklin Elementary Schools (2020)
- Pueblo School District 60, Heroes K-8 School (2021)
- CR Minerals Industrial site (2020)
- Pueblo Memorial Airport Apron Rehabilitation Project (2018)
- Outlook Ridge Apartments – Phase 2 (2017)
- Morning Side Apartments, La Junta Colorado (2017)
- Pueblo Crossing Filing No. 3 for newR Dick's Sporting Goods (2016)
- CDOT Region 2 Headquarters site (2016)
- Parkview Medical Center Santa Fe Avenue property for future parking lot. (2016)
- Oakshire Trails Apartments (2016)
- 3030 E. 4th Street, Commercial property (2016)
- Comanche Solar project, 1,100 acre solar farm (2015)

Additional Information for Agreement

Certificate of Good Standing

PERA Questionnaire

Insurance Certificate(s)

Colorado
Secretary of State
Jena Griswold



For this Record...
Filing history and documents
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Business Home
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FAQs, Glossary and Information

Summary

Details			
Name	Bridgers & Paxton Consulting Engineers, Inc.		
Status	Good Standing	**Formation date**	09/16/2010
ID number	20101516730	**Form**	Corporation
Periodic report month	September	**Jurisdiction**	Colorado
Principal office street address	1365 Garden of the Gods Rd Ste 130, Colorado Springs, CO 80907, US		
Principal office mailing address	4600 Montgomery Blvd NE Ste C, Albuquerque, NM 87109, US		

Registered Agent	
Name	Bridgers & Paxton Consulting Engineers, Inc.
Street address	3630 Sinton Road, Suite 100, Colorado Springs, CO 80907, United States
Mailing address	7020 Prospect Place NE, Suite 100, Albuquerque, CO 87110-0000, United States

Filing history and documents

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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,

Bridgers & Paxton Consulting Engineers, Inc.

is a

Corporation

formed or registered on 09/16/2010 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 20101516730 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 02/02/2024 that have been posted, and by documents delivered to this office electronically through 02/05/2024 @ 16:04:45 .

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 02/05/2024 @ 16:04:45 in accordance with applicable law. This certificate is assigned Confirmation Number 15724983 .

Secretary of State of the State of Colorado

**********End of Certificate**********

Notice: A certificate issued electronically from the Colorado Secretary of State's website is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's website, https://www.coloradosos.gov/biz/CertificateSearchCriteria.do entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our website, https://www.coloradosos.gov click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."

INSERT UPDATED PERA FORM – Requested 2/5/2024

INSERT INSURANCE – Requested 2/5/2024

Docusign Envelope ID: AF800101-A654-43C5-BD6E-53C21E07440A

City Clerk's Office Item # R2

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: October 15, 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 AMENDING T-HANGAR AND STORAGE UNIT RENTAL RATES AT 31501 BRYAN CIRCLE AT THE PUEBLO MEMORIAL AIRPORT, IN THE CITY AND COUNTY OF PUEBLO, AND REPEALING RESOLUTION 9389

SUMMARY:

The City owns a Hangar located at 31501 Bryan Circle Ave on the Pueblo Memorial Airport consisting of 9 closed T-Hangars, a storage unit, three office suites. The T-Hangars can be leased out on a month-to-month basis to general aviation pilots for the storage of their personal aircraft. Current T-Hanger rent rates at the Pueblo Memorial Airport were last established via Resolution 9389 on September 10, 2001. There has not been an approved raise of rent rates in 23 years. Current rent rates are established at $185 per month for a T-Hangar that is approximately 30 feet deep and 40 feet wide at the widest point. New T-Hangar rental rates of $265 per month would be effective January 1, 2025. New storage unit rental rates would increase from $125 per month established under Resolution 9389 to $200 per month effective January 1, 2025. All airport leased spaces are designated primarily for aeronautical use.

Rental rates would undergo a CPI adjustment every 5 years commencing on January 1, 2029, based on the Consumer Price Index for all Urban Consumers (CPI_U), All Items, as published by the Bureau of Labor Statistics of the United States Department of Labor.

PREVIOUS COUNCIL ACTION:

City Council has approved the current closed T-Hangar and storage unit rent rate through Resolution 9389 on September 10, 2001.

Docusign Envelope ID: AF800101-A654-43C5-BD6E-53C21E07440A

BACKGROUND:

The T-Hangars were built in 1978 with a 40-year useful lifespan. Major capital improvements have not been made with the exception of roof repairs after storm damage. These hangars are metal construction with asphalt floors.

FINANCIAL IMPLICATIONS:

CPI calculations indicate that monthly rent should increase to $332.59, but depreciation based on the age and condition of the hangars needs to be accounted for; a fair market value based on these factors is determined to be $265 with a CPI adjustment every 5 years. Nine T-Hangars generating $265 each, monthly could increase revenue to $28,620 annually. In 2023, leasing the 9 T-Hangars generated $17,400. Rent derived from these rates are deposited in the General Fund and budgeted to the Airport annually.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

If this Ordinance is not approved, the T-Hangar rents would not be increased.

RECOMMENDATION:

The Department of Aviation recommends approval of this Ordinance.

ATTACHMENTS:

None

Docusign Envelope ID: AF800101-A654-43C5-BD6E-53C21E07440A

ORDINANCE NO. 10811

AN ORDINANCE AMENDING T-HANGAR AND STORAGE UNIT RENTAL RATES AT 31501 BRYAN CIRCLE AT THE PUEBLO MEMORIAL AIRPORT, IN THE CITY AND COUNTY OF PUEBLO, AND REPEALING RESOLUTION 9389

WHEREAS, the City owns and operates the Pueblo Memorial Airport ("Airport"); and

WHEREAS, no official increase in fees has occurred since 2001; NOW THEREFORE,

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

SECTION 1.

Effective January 1, 2025, the T-Hangar rental fees for T-Hangars at 31501 Bryan Circle will be $265 monthly and the storage unit will be $200 monthly, with a CPI increase every 5 years commencing on January 1, 2029 based on the Consumer Price Index for all Urban Consumers (CPI_U), All Items, as published by the Bureau of Labor Statistics of the United States Department of Labor.

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 Ordinance to effectuate the policies and procedures described therein.

SECTION 3.

This Ordinance shall become effective on the date of final action by the Mayor and City Council, and Resolution 9389 is hereby repealed. All net proceeds derived from rental rates set forth in this Ordinance will be used for the operation, maintenance, and improvement of the Airport.

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on September 23, 2024.

Final adoption of Ordinance by City Council on October 15, 2024.

DocuSigned by:
Mark Aliff
B7A4F51823AB462...

President of City Council

Action by the Mayor:

☒ Approved on 10/17/2024 | 10:15 AM MDT.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

Signed by:
Heather Graham
3A85950B7BCA402...

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

Signed by:
330F90D300E24F8...

Deputy City Clerk

Docusign Envelope ID: 2652133D-B097-4C48-8A57-C9E7730239C7

City Clerk's Office Item # R3

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: October 15, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Greg Pedroza, Director Aviation

SUBJECT: AN ORDINANCE APPROVING A SUB-AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES BETWEEN DIBBLE AND ASSOCIATES CONSULTING ENGINEERS, INC., AN ARIZONA CORPORATION, AND THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, FOR ENGINEERING DESIGN AND RELATED SERVICES IN CONNECTION WITH THE REHABILITATE EAST (NORTH) APRON (DESIGN) PROJECT AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

This Ordinance approves Sub-Agreement for Professional Engineering Services between Dibble and Associates Consulting Engineers, Inc., an Arizona Corporation, and the City of Pueblo, a Colorado Municipal Corporation, for engineering design and related services in connection with the Rehabilitate East (North) Apron (Design) project.

PREVIOUS COUNCIL ACTION:

Resolution No. 14989 approved September 22, 2022, approving a master agreement between Dibble and Associates Consulting Engineers, Inc., and the City of Pueblo, a Municipal Corporation, for Professional Engineering Services and Engineer of Record for the Pueblo Memorial Airport.

Ordinance No. 10728 approved June 25, 2024, accepted CDOT Grant 24-PUB-01 to reimburse the City 2.5% of the total design cost and budgeted and appropriated local matching funds of 2.5% of the total design cost to Project No. AP2401.

Ordinance No. 10759 approved August 26, 2024, accepted FAA AIP Grant No. 3-08-0046-050-2024 to reimburse the City 95% of the total design cost.

Docusign Envelope ID: 2652133D-B097-4C48-8A57-C9E7730239C7

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.

Dibble and Associates Consulting Engineers, Inc., an Arizona Corporation, submitted their proposal to complete the engineering design in accordance with the master agreement as Engineer of Record for the Pueblo Memorial Airport.

FINANCIAL IMPLICATIONS:

The total design cost is $259,893.54. The funds for this project will be paid from Project No. AP2401 – East Apron (N) TaxiLane Rehab. Project funds have been budgeted and appropriated in previous Ordinances.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

If this Ordinance is not approved, the project to Reconstruct East Apron (North) will not occur.

RECOMMENDATION:

Approve the Ordinance.

ATTACHMENTS:

1. Dibble - Rehabilitate East (North) Apron (Design)

Docusign Envelope ID: 2652133D-B097-4C48-8A57-C9E7730239C7

ORDINANCE NO. 10812

AN ORDINANCE APPROVING A SUB-AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES BETWEEN DIBBLE AND ASSOCIATES CONSULTING ENGINEERS, INC., AN ARIZONA CORPORATION, AND THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, FOR ENGINEERING DESIGN AND RELATED SERVICES IN CONNECTION WITH THE REHABILITATE EAST (NORTH) APRON (DESIGN) PROJECT AND AUTHORIZING THE MAYOR TO EXECUTE SAME

WHEREAS, 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; and

WHEREAS, Dibble and Associates Consulting Engineers, Inc., an Arizona Corporation, submitted their proposal to complete the engineering design in accordance with the master agreement as Engineer of Record for the Pueblo Memorial Airport; NOW, THEREFORE,

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

SECTION 1.

The Sub-Agreement for Professional Engineering Services between Dibble and Associates Consulting Engineers, Inc., an Arizona Corporation, and the City of Pueblo, a Colorado Municipal Corporation, to render certain professional planning, design, engineering and related services in connection with the Rehabilitate East (North) Apron (Design), a copy of which is attached hereto, having been approved as to form by the City Attorney is hereby approved. The Mayor is authorized to execute and deliver the Agreement in the name of the City and the City Clerk is authorized to affix the seal of the City thereto and to attest same.

SECTION 2.

Funds for said project shall be from Project No AP2401 – East Apron (N) TaxiLane Rehab.

SECTION 3.

The officers and staff of the City are directed and authorized to perform any and all acts consistent with the intent of this Ordinance to effectuate the policies and procedures described therein.

Docusign Envelope ID: 2652133D-B097-4C48-8A57-C9E7730239C7

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 September 23, 2024.

Final adoption of Ordinance by City Council on October 15, 2024.

DocuSigned by:
Mark Aliff
B7A4F51823AB462...

President of City Council

Action by the Mayor:

☒ Approved on 10/17/2024 | 10:18 AM 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

Signed by:
330F90D300E24F8...

Deputy City Clerk

STANDARD FORM OF
AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this ___ day of_____, 2024 ("Effective Date") by and between the City of Pueblo, a Municipal Corporation (hereinafter "Owner"), and Dibble and Associates Consulting Engineers, Inc., an Arizona Corporation, doing business as Dibble Engineering, a professional engineering firm (hereinafter "Engineer"), for Engineer to render certain professional planning, design, engineering, and related services for Owner in connection with Project AP2401, Project Name: Rehabilitate East (North) Apron (Design), hereinafter referred to as the "Project." In consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

SECTION 1. GENERAL.

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

[X] - Study and Report Phase

[X] - Preliminary Design (Schematic) Phase

[X] - Final Design Phase

[ ] - Construction Documents & Bidding Phase

[ ] - Construction Phase

Upon completion of any phase, Engineer shall not proceed with work on the next phase, if any, until authorized in writing by Owner to proceed therewith.

Such services shall include all usual and customary professional engineering services and the furnishing (directly or through its professional consultants) of customary and usual civil, structural, mechanical, electrical engineering, environmental, and planning services. Engineer shall also provide any landscape engineering, surveying and geotechnical services incident to its work on the Project.

1.2 In performing the professional services, Engineer shall complete the work items described generally in Appendix A – Scope of Services and the items identified in Section 2 of this Agreement which are applicable to each phase for which Engineer is to render professional services.

1.3 Professional engineering services (whether furnished directly or through a professional consultant subcontract) shall be performed under the direction and supervision of a registered engineer in good standing and duly licensed to practice in the State of Colorado. Reproductions of final drawings for construction produced under this Agreement shall be the same as at least one record set which shall be furnished to Owner and which shall be signed by and bear the seal of such registered engineer.

1.4 Surveying work included within or reasonably contemplated by this Agreement shall be performed under the direction and supervision of a registered Professional Land Surveyor in good standing and duly licensed to practice in the State of Colorado. All plats and surveys produced under this Agreement shall be signed by and bear the seal of said Professional Land Surveyor.

1.5 Any architect services provided under this Agreement shall be performed under the direction and supervision of an architect licensed to practice architecture in the state of Colorado.

SECTION 2. ENGINEERING SERVICES.

2.1 Study and Report Phase. If Engineer is to provide professional services with respect to the Project during the Study and Report Phase, Engineer shall:

(a) Consult with Owner to determine his requirements for the Project and review available data.

(b) Advise Owner as to the necessity of his providing or obtaining from others data or services of the types described in paragraph 2.2(c), and assist Owner in obtaining any such services.

(c) Provide special analyses of Owner's needs, planning surveys, site evaluations, and comparative studies of prospective sites and solutions.

(d) Identify and analyze requirements of governmental authorities and regulatory agencies involved in approval or permitting any aspect of Project.

(e) Provide general economic analysis of Owner's requirements applicable to various alternatives.

(f) Prepare a Report with appropriate exhibits indicating clearly the considerations involved and the alternative solutions available to Owner, and setting forth Engineer's findings and recommendations with opinions of probable costs.

(g) Furnish two (2) copies of the Report and present and review it in person with Owner.

2.2 Preliminary Design (Schematic) Phase. If Engineer is to provide professional services with respect to the Project during the Preliminary Design Phase, Engineer shall:

(a) Consult with Owner and determine the general design concept and Project requirements based upon information furnished by Owner as well as any study or Report on the Project.

(b) Prepare and submit to Owner preliminary design documents consisting of final design criteria, preliminary drawings, an outline of specifications, and written descriptions of all significant features of Project.

(c) Prepare and submit to Owner a requirements checklist of any subsurface investigation, additional data, permits, or other information and requirements which is anticipated will be necessary for the design or construction of Project.

(d) Provide written disclosure to Owner of significant design assumptions and design risks and advantages/disadvantages inherent in or presented by design alternatives, and make recommendations to Owner based thereon.

(e) Prepare and submit to Owner a preliminary cost estimate for the Project including construction cost, contingencies, professional compensation, consultant fees, costs of land and rights of way, compensation for damages and finance costs, if any.

(f) Engineer shall furnish two (2) copies of each above referenced submittal document to Owner for Owner's use, and shall review same in person with Owner.

2.3 Final Design Phase. If Engineer is to provide professional services with respect to the

Project during the Final Design Phase, Engineer shall:

(a) After consultation with the Owner, receipt of Owner's selection of any design options and review of the Preliminary Design Documents, if any, prepare and submit to Owner final Drawings showing the scope, extent, and character of the work to be performed by contractors, and Specifications describing such work and the requirements therefor. Such plans and Specifications shall comply with all applicable building codes and requirements of regulatory agencies having any approval authority, including but not limited to any requirements of the Federal Aviation Administration. Final design, including Drawings and Specifications, shall also comply with ADA Accessibility Guidelines (ADAAG) Manual developed by the U. S. Architectural and Transportation Barriers Board (1998) or ADA Standards for Accessible Design published at 28 C.F.R. Part 36, Appendix A, whichever is applicable. **Engineer shall include an attest statement on each record drawing sheet of final plan drawings that certifies compliance with either the ADAAG Manual or 28 CFR Part 36 Standards.**

(b) Make reasonable revisions to the Drawings and Specifications requested by Owner, informing the Owner of any change in probable construction costs as a result of such revisions.

(c) Provide technical criteria, written descriptions and design data for Owner's use, and disclose any significant risks and advantages/disadvantages inherent in or presented by design choices.

(d) Based upon Engineer's best professional judgment, prepare and submit to Owner a current detailed cost estimate for the Project including construction cost, contingencies, professional compensation, consultant fees, land and right of way costs, damages, and finance costs, if any.

(e) Engineer shall furnish two (2) copies of each above referenced submittal document to Owner for Owner's use and shall review same in person with Owner.

2.4 Construction Documents & Bidding Phase. If Engineer is to provide professional services with respect to the Project during the Construction Documents & Bidding Phase, Engineer shall:

(a) Prepare and submit to Owner draft forms of contract agreement, general and special conditions, bid forms invitations to bid, information for bidders, forms of warranty and including any special requirements imposed upon such contracts by any federal or other funding source and by any regulatory agency. In preparing such draft forms, Engineer shall consider and incorporate, to the extent both advisable and feasible, owner's standard forms of agreement, warranty, payment and performance bonds, general conditions and selected specifications.

(b) After review and comment by Owner, prepare and submit all deliverables identified in Appendix A to this Agreement, final forms of contract agreement, general and special conditions, Drawings, specifications, bid forms, invitations to bid, information for bidders, and forms of warranty, together with any Addenda which may be required or appropriate to correct errors, clarify Drawings or Specifications or advise of changes. Two (2) copies of these final bid documents shall be furnished to Owner. Unless otherwise specified in Appendix A, a copy of all contract documents and drawings shall also be submitted to Owner in Microsoft Word and AutoCAD (2018 or later version) format on electronic media.

(c) Make recommendations to Owner concerning the need for prequalification of equipment, vendors or bidders, and, if requested by Owner, incorporate prequalification requirements in final bid and construction contract documents.

(d) Attend a pre-bid conference with bidders to discuss Project requirements and receive requests for clarification, if any, to be answered by Engineer in writing to all plan holders.

(e) Consult with and make recommendations to Owner concerning: acceptability of

bidders, subcontractors, suppliers, materials, equipment, suitability of proposed "or equals", amount of bids and any other matter involved in consideration and review of bids and bidders upon which Owner may reasonably request Engineer's advice.

2.5 Construction Phase. If Engineer is to provide professional services with respect to the Project during the Construction Phase, after award by the Owner of a general contract or contracts for construction of the Project, Engineer shall:

(a) Perform all duties and functions to be performed by Engineer under the terms of the construction contract.

(b) Visit the Project site, perform observations as to the progress and quality of the work and advise the Owner as to same. The frequency and level of observation shall be commensurate with the nature of the work and size of the Project, except that any specific provisions set forth in Appendix A - Scope of Services concerning the level of observation shall determine Engineer's obligation concerning level of observation.

(c) Make determinations as to whether the work is proceeding in accordance and compliance with the construction contract documents.

(d) Promptly advise the Owner in writing of any omissions, substitutions, defects or deficiencies noted in the work of any contractor, subcontractor, supplier or vendor on the Project.

(e) Reject any work on the Project that does not conform to the contract documents.

(f) On request of the Owner, the construction contractor or any subcontractor on the Project, issue written interpretations as to the Drawings and Specifications and requirements of the construction work.

(g) Review shop drawings, samples, product data and other submittals of the contractor for conformance with the design concept of Project and compliance with the Drawings, Specifications and all other contract documents, and indicate to Contractor and Owner with respect thereto, any exceptions noted, or modification or resubmittals required.

(h) Review all applications of Contractor for payment and in connection with same, issue certificates for payment to the Owner for such amounts as are properly payable under the terms of the construction contract. Each such certificate shall constitute Engineer's representation to Owner that he has inspected the Project and that to the best of his knowledge, the work for which payment has been sought has been completed by Contractor in accordance with the Drawings, Specifications and other contract documents.

(i) Subject to written concurrence by Owner, promptly render a written recommendation to Owner concerning all proposed substitutions of material and equipment.

(j) Draft, for Owner's consideration, and offer recommendations upon, all proposed change orders and contract modifications.

(k) On application for final payment by the Contractor, make a final inspection of the Project, assembling and delivering to the Owner any written guaranties, instructions manuals, as-built drawings, diagrams, and charts required by the contract documents, and issuing a certificate of final completion of the Project.

(l) The Engineer shall, if so provided in the construction contract, be the interpreter of

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

2.6 Additional Responsibilities. This paragraph applies to all phases of Engineer's work.

(a) Engineer shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all of Engineer's work, including that performed by Engineer's consultants, and including designs, Drawings, Specifications, reports and other services, irrespective of Owner's approval or acquiescence in same. Engineer shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in the work.

(b) Engineer shall be responsible, in accordance with applicable law, to Owner for all loss or damage to Owner caused by Engineer's negligent act or omission; and Engineer hereby irrevocably waives and excuses Owner and its attorneys from compliance with any requirement to obtain a certificate of review as a condition precedent to commencement of an action, including any such requirements set forth in Section 13-20-602, C.R.S., or similar statute.

(c) Engineer's professional responsibility shall comply with the standard of care applicable to the type of engineering and architectural services provided, commensurate with the size, scope, and nature of the Project.

(d) Engineer shall be completely responsible for the safety of Engineer's employees, subcontractors, and consultants in the execution of work under this Agreement, shall provide all necessary safety equipment for said employees, subcontractors, and consultants and shall hold harmless and indemnify and defend Owner from any and all claims, suits, loss or injury to Engineer's employees, subcontractors, and consultants.

(e) Engineer acknowledges that, due to the nature of engineering and related professional services and the impact of same on the Project, the Owner has a substantial interest in the personnel and consultants to whom Engineer assigns principal responsibility for services performed under this Agreement. Consequently, Engineer represents that Engineer has selected and intends to employ or assign the key personnel and consultants identified in Appendix C - "Identification of Personnel, Subcontractors and Task Responsibility," attached hereto for the Project assignments and areas of responsibility stated therein. Within 10 days of execution of this Agreement, Owner shall have the right to object in writing to employment on the Project of any such key person, consultant or assignment of principal responsibility, in which case Engineer will employ alternate personnel for such function or reassign such responsibility to another to whom Owner has no reasonable objection. Thereafter, Engineer shall not assign or reassign Project work to any person to whom Owner has reasonable objection.

Within five (5) days of execution of this Agreement, Engineer shall designate in writing a Project representative who shall have complete authority to bind Engineer, and to whom Owner should address communications.

(f) Promptly after execution of this Agreement and upon receipt of authorization from Owner to proceed, Engineer shall submit to Owner for approval a schedule showing the order in which Engineer proposes to accomplish his work, with dates on which he will commence and complete each major work item. The schedule shall provide for performance of the work in a timely manner so as to not delay Owner's time table for achievement of interim tasks and final completion of Project work, provided however,

the Engineer will not be responsible for delays beyond his control.

(g) Before undertaking any work which Engineer considers beyond or in addition to the scope of work and services which Engineer has contractually agreed to perform under the terms of this Agreement, Engineer shall advise Owner in writing (i) that Engineer considers the work beyond the scope of this Agreement, (ii) the reasons the Engineer believes the out of scope or additional work should be performed, and (iii) a reasonable estimate of the cost of such work. Engineer shall not proceed with such out of scope or additional work until authorized in writing by Owner. The compensation for such authorized work shall be negotiated, but in the event the parties fail to negotiate or are unable to agree as to compensation, then Engineer shall be compensated for his direct costs and professional time at the rates set forth in Appendix B - "Fee Schedule".

2.7 Requirements Where Federal Assistance Provided.

(a) Engineer understands that Owner will be funding the Project in part or in whole by grants or loans from the Department of Transportation, Federal Aviation Administration (the "Federal Agency") and the Colorado Aeronautics Board (the "State Agency"). Engineer agrees it is subject to and shall comply with all applicable grant or loan conditions and the regulations of the Federal and State Agencies which apply to the work under this Agreement, whether referenced in Appendix A or not. All applicable loan or grant conditions and regulations of the Federal and State Agencies are incorporated into this Agreement by reference.

(b) Owner shall pay Engineer for work completed in accordance with the terms of this Agreement. Engineer understands and accepts that Owner is seeking reimbursement for the Project through applicable Federal and State loans or grants. Should applicable Federal and State Agencies indicate that loans or grants shall not be granted or approved by said Agencies, performance under this Agreement shall be placed on hold until such time as the funds are granted and approved, except that no such extension shall continue past the expiration of the initial term of the master agreement approved through City of Pueblo Resolution No. 13785. Should Owner determine in its sole discretion that grant or approval of the required funds is impossible or unlikely, this Agreement shall terminate immediately upon notice from Owner and Owner shall not be liable for any cost or fee under this Agreement.

SECTION 3. OWNER'S RESPONSIBILITIES

3.1 Owner shall:

(a) Designate a representative to whom all communications from Engineer shall be directed and who shall have limited administrative authority on behalf of Owner to receive and transmit information and make decisions with respect to Project. Said representative shall not, however, have authority to bind Owner as to matters of legislative or fiscal policy.

(b) Advise Engineer of Owner's Project requirements including: objective, project criteria, use and performance requirements, special considerations, physical limitations, financial constraints, and required construction contract provisions and standards.

(c) Provide Engineer with available information pertinent to the Project including any previous reports, studies, or data possessed by Owner which relates to design or construction of the Project.

(d) Assist in arranging for Engineer to have access to enter private and public property as required for Engineer to perform his services.

(e) Examine all studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer, and render written decisions pertaining thereto within a reasonable

time. The Owner's approval of Drawings, design, Specifications, reports, and incidental engineering work or materials furnished hereunder shall not in any way relieve the Engineer of responsibility for the professional adequacy of his work. The Owner's review, approval or acceptance of, or payment for, any of the services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

(f) Upon advice of the necessity to do so from Engineer, obtain required approvals and permits for the Project. The Engineer shall provide all supportive documents and exhibits necessary for obtaining said approvals and permits.

(g) Notify Engineer whenever Owner becomes aware of any substantial development or occurrence which materially affects the scope or timing of Engineer's services.

(h) Owner shall perform its obligations and render decisions within a reasonable time under the presented circumstances. However, given the nature of Owner's internal organization and requirements, a period of fourteen (14) days shall be presumed reasonable for any decision not involving policy decision or significant financial impact. A period of forty-five (45) days shall be presumed reasonable for Owner to act with respect to any matter involving policy or significant financial impact.

SECTION 4. TIME FOR PERFORMANCE.

Engineer's obligation to render services shall continue for such period of time as may reasonably be required for completion of the work contemplated in Appendix A - Scope of Services and Sections 1 and 2 of this Agreement.

SECTION 5. PAYMENT.

5.1 Owner will pay to Engineer as full compensation for all services required to be performed by Engineer under this Agreement, except for services for additional work or work beyond the scope of this Agreement, an amount not to exceed $259,893.54 in the aggregate, and not to exceed those maximum amounts set forth in Appendix B - "Fee Schedule" and computed in accordance with this Section. For the purposes of this agreement, only Engineering Services described in "Fee Schedule" - Appendix B for the Study and Report Phase, Preliminary Design Phase, and Final Design Phase are approved. In the event compensation for services is set forth in Appendix B as to each phase of work indicated in Section 1.1 of this Agreement, the maximum amount of compensation for any phase shall not exceed the amount specified in Appendix B for such phase, and together shall not exceed the maximum aggregate set forth herein.

5.2 Engineer shall submit periodic, but not more frequently than monthly, applications for payment, aggregating to not more than the maximum amount, for actual professional services rendered and reimbursable expenses incurred. Such applications shall be submitted with appropriate documentation that such services have been performed and expenses incurred. Thereafter, Owner shall pay Engineer for the amount of the application within 40 days of the date of billing, provided that sufficient documentation has been furnished, and further provided that Owner will not be required to pay more than 90% of the maximum amount unless the Engineer's services on the Project phases for which this Agreement is applicable have been completed to Owner's reasonable satisfaction and all required Engineer submittals have been provided.

5.3 The rates of compensation for service and for reimbursable expenses to be used with periodic and final payment applications shall be those set forth in Appendix B - "Fee Schedule"

5.4 No separate or additional payment shall be made for profit, overhead, local telephone expenses, lodging, routine photocopying, computer time, secretarial or clerical time, or similar expenses unless otherwise provided and listed in Appendix B - "Fee Schedule" and approved by City.

5.5 No compensation shall be paid to Engineer for services required and expenditures incurred in correcting Engineer's mistakes or negligence.

5.6 Compensation for authorized work beyond the scope of this Agreement shall be governed by Paragraph 2.6(g).

Section 6. Term and Termination

6.1 Term. The term of this Agreement begins on the Effective Date and ends on December 31, 2025, unless sooner terminated in accordance with this Agreement. City reserves the right to extend the term of this Agreement in one-year increments by written acceptance of both parties.

6.2 Fund Appropriation. This agreement is expressly made subject to the limitations of the Colorado Constitution. Nothing herein shall constitute, nor be deemed to constitute, the creation of a debt or multi-year fiscal obligation or an obligation of future appropriations by the City Council of Pueblo, contrary to Article X, §20 of the Colorado Constitution or any other constitutional, statutory or charter debt limitation. Notwithstanding any other provision of this agreement, with respect to any financial obligation of City which may arise under this agreement in any fiscal year after the current year, in the event the budget or other means of appropriations for any such year fails to provide funds in sufficient amounts to discharge such obligation, such failure shall not constitute a default by or breach of this agreement. The termination of this Agreement due to lack of funding shall be without penalty to the City.

6.3 Owner reserves the right to terminate this Agreement and Engineer's performance hereunder, at any time upon written notice, either for cause or for convenience. Upon such termination, Engineer and its subcontractors shall cease all work and stop incurring expenses, and shall promptly deliver to Owner all data, drawings, specifications, reports, plans, calculations, summaries, and all other information, documents, work product, and materials as Engineer may have accumulated in performing this Agreement, together with all finished work and work in progress.

6.4 Upon termination of this Agreement for events or reasons not the fault of Engineer, Engineer shall be paid at the rates specified in Appendix B for all services rendered and reasonable costs incurred to date of termination; together with any reasonable costs incurred within ten (10) days of termination provided such latter costs could not be avoided or were incurred in mitigating loss or expenses to Engineer or Owner. In no event shall payment to Engineer upon termination exceed the maximum compensation provided for complete performance in Section 5.1.

6.5 In the event termination of this Agreement or Engineer's services is for breach of this Agreement by Engineer, or for other fault of Engineer including but not limited to any failure to timely proceed with work, or to pay its employees, engineers, and subcontractors, or to perform work according to the highest professional standards, or to perform work in a manner deemed satisfactory by Owner's Project Representative, then in that event, Engineer's entire right to compensation shall be chosen by Owner and limited to the lesser of (a) the reasonable value of completed work to Owner or (b) payment at the rates specified in Appendix B for services satisfactorily performed and reimbursable expenses reasonably incurred, prior to date of termination.

6.6 Engineer's professional responsibility for its completed work and services shall survive any termination.

SECTION 7. GENERAL PROVISIONS.

7.1 (a) Ownership of Documents. All designs, Drawings, Specifications, technical data, and other documents or instruments procured or produced by the Engineer in the performance of this Agreement shall be the sole property of the Owner and the Owner is vested with all rights therein of whatever

kind and however created, whether created by common law, statutory law, or by equity. The Engineer agrees that the Owner shall have access at all reasonable times to inspect and make copies of all notes, designs, drawings, specifications, and all other technical data pertaining to the work to be performed under this Agreement.

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

7.2 Insurance and Indemnity.

(a) Engineer agrees that he has procured and will maintain during the term of this Agreement, such insurance as will protect him from claims under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease, or death of any of his employees or of any person other than his employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom; and such insurance will provide for coverage in such amounts as set forth in subparagraph (b).

(b) The minimum insurance coverage which Engineer shall obtain and keep in force is as follows:

(i) Workers' Compensation Insurance complying with statutory requirements in Colorado and in any other state or states where the work is performed.

(ii) Comprehensive General and Automobile Liability Insurance with limits not less than One Million Dollars ($1,000,000.00) per person and occurrence for personal injury, including but not limited to death and bodily injury, One Million Dollars ($1,000,000.00) per occurrence for property damage, and One Million and No/100 Dollars ($1,000,000.00) for excess umbrella liability.

(iii) Professional Liability Insurance in amounts and form acceptable to Owner, and with a deductible not exceeding $50,000.00.

(c) Engineer agrees to hold harmless, defend, and indemnify Owner from and against any liability to third parties, arising out of negligent acts, errors, or omissions of Engineer, his employees, subcontractors and consultants. Engineer agrees to hold harmless, defend, and indemnify Owner from and against any liability to subcontractors and consultants, arising out of negligent acts, errors or omissions of Engineer and his employees, including claims of nonpayment. Nothing in this Agreement is intended, nor should it be construed, to create any rights, claims, or benefits or assume any liability for or on behalf of any third party, or to waive any immunities or limitations conferred under federal or state law, including but not limited to the Colorado Governmental Immunity Act, § 24-10-101 et seq., C.R.S.

7.3 Notices. Any and all notices or other communications required or permitted by this Agreement or by law to be served on or given to either the Owner or the Engineer by the other party shall be in writing and shall be deemed duly served and given when personally delivered to the party to whom it is directed, or in lieu of such personal service when deposited in the United States mail, first-class postage prepaid, addressed to the Owner, Attention: Greg Pedroza, Director of Aviation, Pueblo Memorial Airport, 31201 Bryan Circle, Pueblo, Colorado, or to the Engineer at 7878 N. 16th Street, Suite 300, Phoenix, Arizona, 85020. Either party may change his address for the purpose of this paragraph by giving written notice of such change to the other party in the manner provided in this paragraph.

7.4 Entire Agreement. This instrument contains the entire agreement between the Owner and the Engineer respecting the Project, and any other written or oral agreement or representation respecting the Project or the duties of either the Owner or the Engineer in relation thereto not expressly set forth in this instrument is null and void. In the event of any conflict between any provision of this Agreement and a provision of any Appendix or attachment to this Agreement, the provision in this Agreement shall control and supersede the conflicting provision in the Appendix or attachment. Any inconsistent resolution provision in any attachment to this Agreement shall be void.

7.5 Successors and Assigns. This Agreement shall be binding on the parties hereto and on their partners, heirs, executors, administrators, successors, and assigns; provided, however, that neither this Agreement, nor any part thereof, nor any moneys due or to become due hereunder to the Engineer may be assigned by him without the written consent of the Owner.

7.6 Amendments. No amendment to this Agreement shall be made nor be enforceable unless made by written Amendment signed by an authorized representative of Engineer and Owner.

7.7 Choice of Law and Venue. This Agreement shall be governed and interpreted in accordance with the laws of the State of Colorado. Venue for any action arising under this Agreement or for the enforcement of this Agreement shall be in a state court with jurisdiction located in Pueblo County, Colorado.

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

7.9 Severability. If any provision of this Agreement, except for Section 2.7, is determined to be directly contrary to and prohibited by law or the requirements of any federal grant or other Project funding source, then such provision shall be deemed void and the remainder of the Agreement enforced. However, it is the intent of the parties that Section 2.7 of this Agreement not be severable, and that if any provision of said section be determined to be contrary to law or the terms of any federal grant, then this entire Agreement shall be void.

7.10 Appropriations. Subject to the Director of Finance certifying that a balance of appropriation exists and funds are available, the amount of money appropriated for this Agreement is equal to or in excess of the maximum compensation payable hereunder; provided, however, that if construction is phased and subject to annual appropriation, funds only in the amount of initial appropriation are available and Engineer shall confirm availability of funds before proceeding with work exceeding initial and subsequent annual appropriations.

7.11 Additional Requirements on Federally Funded Contracts. If any of the work to be performed by Engineer under this Agreement is funded in whole or in part with federal funds, then this Agreement shall be construed to include all applicable terms required by the federal assistance agreement and integrated federal regulations. By executing this Agreement, Engineer agrees to be bound by all such mandatory federal requirements, irrespective of Engineer's actual knowledge or lack of knowledge of such requirements prior to execution of this Agreement.

7.12 Access to Property Not Under Owner's Control. Engineer acknowledges that the Project may require access to property not under the control of Owner at the time of execution of this Agreement. Engineer and Engineer's employees and consultants shall, at Engineer's expense, obtain all additional necessary approvals and clearances required for access to such property. Owner shall assist Engineer in obtaining access to such property at reasonable times but make no warranty or representation whatsoever

regarding access to such property. Engineer understands and agrees that entry to properties not under Owner's control may require Engineer to comply with the terms of separate access agreements to be negotiated hereafter with owners of such property.

SECTION 8. DISPUTES.

8.1 Any dispute or disagreement between Engineer and Owner arising from or relating to this Agreement or Engineer's services or right to payment hereunder shall be determined and decided by the Owner's Director of Aviation whose written decision shall be final and binding unless judicial review is sought in a Colorado Court of competent jurisdiction pursuant to Rule 106, C.R.C.P.

8.2 Pending resolution of any dispute or disagreement, or judicial review, Engineer shall proceed diligently with performance of his work under this Agreement.

SECTION 9. APPENDICES.

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

Appendix A - "Scope of Services" consisting of 9 pages.

Appendix B - "Fee Schedule" consisting of 1 page.

Appendix C - "Identification of Personnel, Subcontractors and Task Responsibility" Consisting of 1 page.

SECTION 10. ACCESSIBILITY.

The Americans with Disabilities Act (ADA) provides that it is a violation of the ADA to design and construct a facility for first occupancy later than January 26, 1993, that does not meet the accessibility and usability requirements of the ADA, except where an entity can demonstrate that it is structurally impractical to meet such requirements. The Engineer therefore, will use his or her best reasonable professional efforts to implement applicable ADA requirements and other federal, state, and local laws, rules codes, ordinances, and regulations as they apply to the Project.

SECTION 11. COMPLIANCE WITH IMMIGRATION REFORM AND CONTROL ACT OF 1986.

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

SECTION 12. PERA LIABILITY

The Engineer shall reimburse the Owner for the full amount of any employer contribution required to be paid by the City of Pueblo to the Public Employees' Retirement Association ("PERA") for salary or other compensation paid to a PERA retiree performing contracted services for Owner under this Agreement. Engineer has submitted to Owner a completed form listing any PERA retirees employed by Engineer and shall update said form with Owner at any time a PERA retiree is hired by Engineer.

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

CITY OF PUEBLO, A MUNICIPAL CORPORATION

By:_____
Heather Graham, Mayor

Attest:_____
City Clerk

[S E A L]

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

_____
Director of Finance

APPROVED AS TO FORM:

_____
City Attorney

DIBBLE AND ASSOCIATES CONSULTING ENGINEERS, INC.

Name: JARED BASS, P.E.
By: _____
Title: VICE PRESIDENT

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City Clerk's Office Item # R4

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: October 15, 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 A REVOCABLE LICENSE AGREEMENT BY AND BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND CLEAN AIR PUEBLO FOR THE INSTALLATION OF AIR QUALITY MONITORS ON CITY FIRE DEPARTMENT PROPERTY

SUMMARY:

This Ordinance will approve a revocable license agreement between the City and Clean Air Pueblo for the purpose of installing air quality monitoring equipment on Pueblo Fire Department fire stations.

PREVIOUS COUNCIL ACTION:

Not Applicable.

BACKGROUND:

Clean Air Pueblo seeks to partner with the City to install Purple Air Particle Monitors at the City's Fire Department Buildings at no cost to the City. This partnership will allow Clean Air Pueblo the opportunity to monitor and record air quality throughout Pueblo.

FINANCIAL IMPLICATIONS:

All costs and expenses related to the revocable license agreement shall be the responsibility of Clean Air Pueblo. The City will not incur any financial cost.

BOARD/COMMISSION RECOMMENDATION:

Not Applicable.

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STAKEHOLDER PROCESS:

Not Applicable.

ALTERNATIVES:

City Council may decline the license agreement. If that occurs, Clean Air Pueblo will be required to seek alternative locations for the installation of air quality monitoring devices.

RECOMMENDATION:

The Fire Department recommends approval of the Ordinance.

ATTACHMENTS:

1. Fire Station Air Quality Monitoring License agreement

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ORDINANCE NO. 10813

AN ORDINANCE APPROVING A REVOCABLE LICENSE AGREEMENT BY AND BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND CLEAN AIR PUEBLO FOR THE INSTALLATION OF AIR QUALITY MONITORS ON CITY FIRE DEPARTMENT PROPERTY

WHEREAS, the City Council of Pueblo has the authority on behalf of the City of Pueblo to approve and to enter into agreements; and

WHEREAS, approval of the Revocable License Agreement 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 Revocable License Agreement, a true copy of which is attached hereto and incorporated herein, is hereby accepted and approved in accordance with its terms and conditions.

SECTION 2.

The Mayor is authorized to execute the Revocable License 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.

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.

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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 September 23, 2024.

Final adoption of Ordinance by City Council on October 15, 2024.

DocuSigned by:
Mark Cliff
B7A4F51823AB462...
President of City Council

Action by the Mayor:

☒ Approved on 10/17/2024 | 10:15 AM 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

Signed by:
330F90D300E24F8...
Deputy City Clerk

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LICENSE AGREEMENT

THIS REVOCABLE LICENSE AGREEMENT ("**Agreement**") is made and entered into on October 15, 2024 (the "**Effective Date**"), by and between the City of Pueblo, a Colorado Municipal Corporation (the "**City**"), and Clean Air Pueblo ("**Licensee**"). Licensee and City may be referred to collectively below as the "**Parties**" or singularly as "**Party**"

WHEREAS, City is the owner of eleven fire stations located in the City of Pueblo, ("**City's Property**"); and

WHEREAS, Licensee desires to install Air Monitors on or about the City's Property; and

WHEREAS, City has agreed to grant Licensee a revocable license to install and maintain PurpleAir Particle Monitors ("**Air Monitors**") on City's Property.

NOW, THEREFORE, in consideration of the foregoing recitals, which are hereby incorporated into this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Grant of Revocable License. Subject to the terms of this Agreement, City hereby grants to Licensee a revocable license for the term of this Agreement to use that portion of City's Property as described in Exhibit A for the sole purpose of installing and maintaining Air Monitors.

2. Term. This Agreement shall be for a term of five (5) years. This Agreement shall automatically renew for an additional one (1) year term upon each anniversary of the Effective Date, unless a Party provides notice of its intent to terminate the Agreement at least thirty (30) days prior to the end of the then current term.

3. Maintenance of Air Monitors. Licensee agrees to install and maintain all Air Monitors, at its sole cost and expense, in good and safe condition. Licensee agrees to maintain all Air Monitors in quality condition, consistent with other amenities at the City's Property, and to repair and replace the Air Monitors, as needed, throughout the term of this Agreement. It is the express understanding and agreement of the Parties that neither City, its agents, employees or assigns shall have any obligation whatsoever to maintain or attempt to maintain, repair or replace the Air Monitors.

4. Licensee hereby releases City, its agents, employees or assigns from all liabilities and obligations whatsoever arising from or relating in any way to the installation, maintenance or use of the Air Monitors.

5. The City agrees to regularly monitor the condition of the Air Monitors and inform the Licensee promptly of any damage or deterioration of the Air Monitors needing repair, at which point Licensee will repair the damage or deterioration in a timely manner.

6. License Fee. Licensee agrees to pay City $0.00 per year for the term of the Agreement.

7. Restrictions. Licensee shall permit no liens to be filed against City's Property by any supplier, laborer, contractor or merchant with respect to services, labor or materials

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contracted for or obtained by Licensee with respect to the Air Monitors. Licensee shall indemnify and hold City and its successors and assigns harmless from and against all costs or expenses of any kind, including but not limited to attorneys' fees, incurred by City or its successors or assigns related to any such lien or any notice of intent to file such a lien. For purposes of this paragraph, the filing or recording of a notice of intention to file such a lien shall be deemed to be the filing or recording of a lien. The provisions of this paragraph shall survive the termination of this Agreement.

8. Insurance. City shall not provide insurance for Licensee or the Air Monitors and City shall not be liable for damages or injuries caused by or arising from actions or nonactions of the Licensee, the Air Monitors, its installation or placement on the City's Property, or related to the Licensee or Air Monitors in any other way.

9. Termination. This Agreement is for the sole benefit of City and shall not create any easement or other interest in real property in favor of Licensee. This Agreement and the license granted herein shall not run with the land. Either Party may terminate this agreement and the revocable license at any time upon thirty (30) days' prior written notice to the other.

10. Assignment. Licensee shall not alienate or assign all or any portion of this Agreement or the license granted herein without the express written consent of City, which consent may be granted or withheld in City's sole and absolute discretion. Any attempted alienation or assignment without City's consent as provided herein shall be null and void and without legal effect.

11. Effect of Termination. Upon the termination of this Agreement, Licensee shall remove the Air Monitors from City's Property within thirty (30) days after the receipt of written notice of such termination. Licensee shall bear all costs and liabilities of removal of the Air Monitors. Should Licensee fail to remove the Air Monitors from City's Property as provided herein, City may, but shall not be required to, remove and dispose of the Air Monitors without process of law or other demand and without liability to City. In the event that City removes and disposes of the Air Monitors as provided herein, Licensee shall be liable to City for the cost of such removal and disposal and shall pay such amount upon demand. Should Licensee fail to remove the Air Monitors in accordance with this paragraph and should City desire to keep the Air Monitors in place, complete ownership of the Air Monitors shall pass to City at no cost to either Party. The provisions of this paragraph shall survive the termination of this Agreement.

12. Notices.

Notices concerning this Agreement shall be given to Clean Air Pueblo as follows:

Elizabeth Phebus
719-225-6709
exphebus@gmail.com

Notices concerning this Agreement shall be given to the City of Pueblo as follows:

Fire Chief
Pueblo Fire Station #8
1551 Bonforte Blvd
Pueblo, CO 81001

With a copy to:

Docusign Envelope ID: C212FE3F-13EF-45E2-828A-05DADC1B9D18

City Attorney
City of Pueblo
1 City Hall Place
Pueblo, CO 81003

13. Title to City's Property. Licensee expressly acknowledges and agrees that City has good and sufficient title to the City's Property, including but not limited to that portion that is shown on Exhibit A for the installation of the Air Monitors. Licensee gains access to and acknowledges that City's Property is taken "As Is" and "With All Faults." Licensee further acknowledges and agrees that the license granted herein is permissive in nature, and Licensee waives any and all claims including, but not limited to, claims of adverse possession, to any interest in City's Property arising from or relating in any way to the license granted herein. This Agreement is expressly granted with the understanding that the licensed use shall not constitute adverse possession of any portion of City's Property. This Agreement shall not in any way limit City's ability to license or otherwise dispose of land not subject to the terms of this Agreement. The provisions of this paragraph shall survive the termination of this Agreement.

14. Indemnification by Licensee. Licensee agrees to defend, hold harmless, and indemnify the City and its enterprises, officers, employees, and agents, from any and all claims and liability, including reasonable attorney's fees and costs, for injuries, or damages to any person, arising from Licensee's license, advertising, including copyright and trademark violations, or in any way related to this License Agreement, or any default or breach of any term of this Agreement by Licensee. The City reserves the right to refuse any sponsorship, or remove any advertisement, including but not limited to banners, fliers, and social media postings that are not consistent with the City's sponsorship policies, or determined, in the sole and absolute discretion of the City, not to be in the City's best interest. Licensee hereby acknowledges and agrees that damage may occur to the Air Monitors either naturally or unnaturally, and that neither City nor its successors or assigns shall have any liability, therefore. Licensee further agrees that it shall properly supervise and monitor the installation, use and maintenance of the Air Monitors. Licensee shall not do anything that may cause liability or harm to any person or property by reason of the installation, use or maintenance of the Air Monitors. The provisions of this paragraph shall survive the termination of this Agreement.

15. Severability. It is the express intent of the Parties that all the provisions of this Agreement be given full force and effect as written. Should any judicial determination be made that any provision(s) of this Agreement is unenforceable for any reason, all remaining provisions of this Agreement shall remain in full force and effect as written.

16. Governing Law, Construction of Agreement, and Venue. The interpretation and enforcement of this Agreement shall be governed by the laws of the State of Colorado. The Parties acknowledge that this Agreement was produced by arms-length negotiation between sophisticated parties with equal bargaining power. The Parties agree that the rule of construction that any ambiguities are to be construed against the drafting party shall not be employed in any interpretation of this Agreement. The provisions of this paragraph shall survive the termination of this Agreement. 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.

17. Liability of the City**.** Nothing in this Agreement is intended, nor should it be construed, to create any rights, claims, or benefits or assume any liability for or on behalf of any third party, or to waive any immunities or limitations conferred under federal or state law, including but not limited to the Colorado Governmental Immunity Act, § 24-10-101 et seq., C.R.S.

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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 Council of Pueblo, contrary to Article X, § 20 Colorado Constitution or any other constitutional, statutory or charter debt limitation.

18. Binding Effect. This Agreement binds and inures to the benefit of the Parties and their respective heirs, successors, assigns, representatives, agents, employees, and any person or entity claiming by or through them. The provisions of this paragraph shall survive the termination of this Agreement.

19. Entire Agreement; Attorneys' Fees. This Agreement constitutes the complete and entire agreement between the Parties and supersedes all prior written or oral negotiations, representations or agreements between the Parties as to the subject matter of this Agreement. The terms of this Agreement may not be modified except by a writing signed by all of the Parties. In any dispute, conflict, legal action or other proceeding arising out of, or brought to construe or enforce any of the provisions of, this Agreement, the prevailing party shall be entitled to recover its costs and attorneys' fees from the non-prevailing party. The provisions of this paragraph shall survive the termination of this Agreement.

20. Counterparts; Signatures. The parties hereto agree that: (a) this Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute one and the same instrument, and that executed counterpart originals shall be satisfactory for purposes of enforcing this Agreement; and (b) original signatures transmitted via facsimile or electronic mail (i.e., .pdf signatures) shall be acceptable for purposes of executing and enforcing this Agreement. If counterpart originals are executed and/or original signatures are transmitted by facsimile or by electronic mail, the parties hereto shall endeavor in good faith to deliver to each other executed counterpart originals within fifteen (15) days after the Effective Date.

IN WITNESS WHEREOF, this Agreement is entered into by the Parties as of the Effective Date.

CITY:

CITY OF PUEBLO, COLORADO
A MUNICIPAL CORPORATION

Signed by: Heather Graham 3A8595DB7BCA462...

By: _____
Heather Graham, Mayor

ATTEST:

Signed by: 330F90D300E24F8...

By: _____
Deputy City Clerk

LICENSEE:

CLEAN AIR PUEBLO

By: _____
Elizabeth Phebus, Outreach Contractor

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EXHIBIT A

Station 1: 425 W 7th (currently)

Station 2: 1800 Eagleridge

Station 3: 123 Evans

Station 4: 2201 Lake

Station 5: 2401 6th Ave

Station 6: 111 Victory (mid 2025)

Station 7: 840 Pueblo Blvd.

Station 8: 1551 Bonforte Blvd (office also)

Station 9: 4527 Surfwood

Station 10: 31475 Bryan Circle

Station 11: 3205 W 24th (Aug 2025)

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City Clerk's Office Item # R5

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: October 15, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Benjamin Valdez, Director of Transit

SUBJECT: AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF A CONTRACT FOR SPECIALIZED VANPOOL SERVICES TO THE AIRPORT AND SOUTHERN INDUSTRIAL ESTATES BETWEEN THE CITY OF PUEBLO AND ENTERPRISE LEASING, LLC

SUMMARY:

City Council to approve the awarding of the Vanpool Contract for Specialized Transportation Services.

PREVIOUS COUNCIL ACTION:

Ordinance No. 10646, an Ordinance budgeting and appropriating the Vanpool Grant Award of $400,000 into Project PT2402.

BACKGROUND:

In FY2023 the City was awarded an ARPA/SLRF and State Multi Model Grant to establish a Vanpool ride share service to service businesses located at the Airport Industrial area and the Southern Industrial areas of Pueblo, due to the demand for employee transportation that was unavailable due to business operating hours and schedules.

FINANCIAL IMPLICATIONS:

The $400,000.00 Grant provided 100%, with a 0% match requirement.

BOARD/COMMISSION RECOMMENDATION:

Pueblo Transit Board approves this action.

Docusign Envelope ID: 97FC14C9-B8C8-4CD3-83F9-83CDAB7D48D7

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

None.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. Vanpool Grant Ordinance 10646 2024 final (002)
2. Van Pool Agreement

Docusign Envelope ID: 97FC14C9-B8C8-4CD3-83F9-83CDAB7D48D7

ORDINANCE NO. 10814

AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF A CONTRACT FOR SPECIALIZED VANPOOL SERVICES TO THE AIRPORT AND SOUTHERN INDUSTRIAL ESTATES BETWEEN THE CITY OF PUEBLO AND ENTERPRISE LEASING, LLC

WHEREAS, Enterprise Holding Inc. was selected to provide Vanpool Services; and

WHEREAS, competitive bids for Project No. PT2402 Vanpool Services have been received and examined: and

WHEREAS, the proposal of Enterprise Holdings Inc., was the lowest of those bids determined to be responsive; NOW, THEREFORE,

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

SECTION 1.

The City Council of Pueblo authorizes Project PT2402 Vanpool Services, and the Contract for said Project is hereby awarded to Enterprise Holdings Inc, in the amount of $400,000.

SECTION 2.

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

SECTION 3.

Funds for said Project shall be paid from the Vanpool Project PT2402.

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 herein.

Docusign Envelope ID: 97FC14C9-B8C8-4CD3-83F9-83CDAB7D48D7

SECTION 5.

This Ordinance shall become effective immediately upon final passage and approval.

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on September 23, 2024.

Final adoption of Ordinance by City Council on October 15, 2024.

DocuSigned by:
Mark Alliff
B7A4F51823AB402...
President of City Council

Action by the Mayor:

☒ Approved on 10/17/2024 | 10:15 AM MDT.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

Signed by:
Heather Graham
3A85950B7BCA402...
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

Signed by:
330F90D300E24F8...
Deputy City Clerk

city of PUEBLO colorado

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: February 12, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Benjamin Valdez, Director of Transit

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

SUMMARY:

Attached is a Grant Award between the City of Pueblo and the Colorado Department of Transportation for $400,000.00.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

This is a FY2023 ARPA/SLRF and State Multi Modal Grant for $400,000.00. Per the Grant Agreement, the Grant provided is 100%, with a 0% match. This Grant utilizes ARP Act funding to prevent, prepare for, and respond to COVID-19, and State Multi Modal Option Funds. The grant scope of work includes the following projects:

$400,000.00 – Vanpool Estimated Cost

$400,000.00 Total Grant

FINANCIAL IMPLICATIONS:

The anticipated total Project cost is $400,000.00. The Federal/State share is 100% with no City match requirement.

BOARD/COMMISSION RECOMMENDATION:

Pueblo Transit Board recommends approval.

STAKEHOLDER PROCESS:

Not applicable.

ALTERNATIVES:

The alternative, should this Ordinance not pass, is for the City of Pueblo to not receive the Grant Funds for a Pilot Vanpool Program.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. 491003385-Pueblo, City of ARPA-SLFRF_MMOF-Fed MMOF-State Combo-FINAL
2. GRANT CERTIFICATION Vanpool 2024

ORDINANCE NO. 10646

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

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

SECTION 1.

The Awarding of Grant No. 24-HTD-ZL-00125 / 491003385 to the City of Pueblo, Pueblo Transit, a true copy of which is attached hereto, is hereby approved and accepted in accordance with its terms and conditions.

SECTION 2.

The Mayor of the City is authorized to execute the Grant Award acceptance in the name of and on behalf of the City, and the Mayor is authorized to execute any and all other certifications, assurances and other documents associated therewith.

SECTION 3.

Project Number PT2402 is hereby established, and the amount of $400,000.00 is budgeted and appropriated therefore.

SECTION 4.

The officers and staff of the City are directed and authorized to perform any and all acts consistent with the intent of this Ordinance and the attached Award to implement the policies and procedures described herein.

SECTION 5.

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

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on January 22, 2024.

Final adoption of Ordinance by City Council on February 12, 2024.

APPROVED: _____
PRESIDENT OF CITY COUNCIL

Action by the Mayor:

☒ Approved on February 16, 2024 .

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

_____
Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

_____
President of City Council

ATTEST

_____
City Clerk

VANPOOL PROGRAM AGREEMENT

This Vanpool Program Agreement ("Agreement") is made this ___ day of _____, 20__ ("Effective Date"), by Enterprise Leasing Company of Denver, LLC, doing business as COMMUTE with ENTERPRISE, ("Enterprise") and The City of Pueblo, ("Pueblo Transit" or "Agency," and together with Enterprise, the "Parties", and each a "Party"). This Agreement may also be referred to as Contract No. 24-011, which resulted from an award to Enterprise by the Agency pursuant to Solicitation No. 24.011.

WHEREAS the Agency operates a program to encourage participation in voluntary commuter vanpools in the Pueblo County area ("Vanpool Program").

WHEREAS, Enterprise, a private provider of public vanpool programs, assumes operations of the Vanpool Program, subject to the terms and conditions set forth herein.

WHEREAS, Enterprise has contracted with the Agency to provide vanpool services for vanpools starting or ending in Pueblo County, Colorado in exchange for receipt of vanpool subsidies.

NOW THEREFORE, in consideration of the mutual covenants, promises, and representations herein, the Parties agree as follows:

1. **Period of Performance and Term.** This Agreement shall commence on the Effective Date and shall continue for two (2) years from the Effective Date ("Initial Term"). Thereafter (subject to earlier termination pursuant to Section 11) the Agreement can renew for two one-year periods (a "Renewal Term") unless a non-renewal notice has been provided by either party pursuant to Section 11 of this Agreement. For the purposes of record retention requirements, each Renewal Term shall be considered a new contract period.

2. **Vanpool Program; Obligations of Parties.**

a) Vehicle Rental. Enterprise will rent vanpool vehicles that it owns and each seating seven (7) to fifteen (15) passengers (such vehicles may be referred to as "vans"), to eligible participants in the voluntary commuter vanpools enrolled in the Vanpool Program. Vehicles that accommodate individuals with disabilities may require modification, for which the Agency and Enterprise will share in the cost as follows: Modifications such as removing seats, installing ramps/tie downs, and adding hand controls, pedal extensions or grab bars will be provided by Enterprise at no additional cost to the Agency. More extensive modifications such as wheelchair lifts will be provided however the additional, actual cost in that case will be billed to the Agency.

b) Vanpool Marketing.

i. Enterprise will market and promote the Vanpool Program at its own expense and provide ride matching assistance to facilitate formation of vanpool groups. It is acknowledged that while Enterprise will encourage all eligible vanpools to participate in the Vanpool Program, Enterprise may operate non-Vanpool Program vanpools in the same service area. The parties shall jointly cooperate to develop a marketing plan for the Enterprise commuter vanpool program and may agree, from time to time, to allow one another to use or refer to the other by name for the

promotion of the program. Except as may be agreed to by each respective party in writing, no right or license, either express or implied, to use any information, trademark, logo or other proprietary information belonging to the other party shall be allowed hereunder.

ii. Enterprise will market and promote the Vanpool Program as described in Enterprise's proposal and as specified in the cooperatively developed marketing plan mentioned above. Marketing activities may include, but may not be limited to, assessing the needs of the community, increasing worksite usage, creating and distributing marketing materials, advertising in local branches, employer outreach, maintaining ridership, targeting existing and potential business rental clients, using Enterprise's and Agency's websites as a marketing platform, creation of a customized landing page, leveraging Enterprise current workforce, forming vanpools online and with in-person meetings, and vanpool group formation efforts for initiating new vanpools as part of the turnkey nature of the program. Enterprise will also participate in ribbons cuttings, press conferences, etc., at the reasonable request of the Agency, any additional costs will be agreed upon by both parties and may be reimbursed under this agreement.

iii. During the term of this Agreement, Enterprise may choose to provide to Agency or the State of Colorado, upon request and in Enterprise's sole discretion, with its trademarks, logos, photos, videos and other marketing and promotional materials ("Contractor Materials") for the purpose of promoting the Vanpool Program. Contractor owns all right, title and interest to such Contractor Materials. Agency may not use, disseminate, modify, alter or create derivatives of the Contractor Marketing Materials (collectively, "Agency Materials") without Contractor's prior written consent. Further, Agency shall not share, transfer or sub-license the Contractor Marketing Materials with any affiliates or third parties without Contractor's prior written consent. Any request for consent by Agency must include where and how the Agency Materials will be utilized. Agency agrees that Contractor shall have a global, transferrable, royalty-free, exclusive and perpetual license to use the Agency Marketing Materials for the purpose of promoting the Vanpool Program during the term of this agreement. Upon termination or expiration of this Agreement, Agency must remove all Contractor Materials from all public forums (e.g., websites, social media) and destroy all electronic and paper copies of the Contractor Materials. Agency agrees to indemnify and hold Contractor harmless from all losses, damages, liabilities, costs and expenses, including without limitation, reasonable attorneys' fees arising out of or related to the Agency Materials and/or Agency's use of the Contractor Marketing Materials.

c) Vanpool Agreements and Eligibility Requirements. All vanpool drivers will be volunteers. Each vanpool driver must (a) sign a Volunteer Driver Agreement or a Vanpool Coordinator and Optional Driver Agreement, (b) authorize Enterprise, or its designee, to obtain records related to his/her driving history, and (c) meet certain minimum automobile insurance and continuing eligibility requirements as determined by Enterprise. In certain markets, Enterprise may require non-driving riders in a vanpool to execute a Rider Agreement as a condition of participation. Enterprise reserves the right to decline or terminate any vanpool driver who fails to comply with the requirements of the Vanpool Program or who fails to meet Enterprise's driver requirements.

d) Vehicle Servicing & Maintenance. Enterprise will arrange for preventative maintenance and inspections of vanpool vehicles according to the manufacturer's requirements and maintain vanpool vehicles in a safe driving condition.

e) The Parties expressly agree and acknowledge that this Agreement is not, and is not intended to be, a contract for the lease of a commuter vanpool vehicle or ridesharing vehicle, and by entering into this Agreement, the Agency is not, and is not intending to, own, lease, or rent any commuter vanpool vehicle or ridesharing vehicle.

f) Reporting. Enterprise will provide the Agency with certain ridership or program data and reports to enable the Agency to comply with NTD Reporting requirements or any reporting required as condition of federal or state funds utilized in this project. Such ridership data shall be provided in the format prescribed by the Federal Transit Administration. Data for monthly reports shall be available no later than the twentieth (20th) calendar day following the month covered by such monthly reports. Data for annual reports shall be available no later than the sixtieth (60th) calendar day following the year covered by such annual reports.

g) Funding Appropriation. The Agency agrees and covenants that to the extent permitted by law and regulation, it will use its best efforts to obtain the authorization and appropriation of funds necessary to meet its obligations and fund performance under this Agreement, including, without limitation, the inclusion of such funds in its budgeting. The Agency further agrees to apply funds that are appropriated for this Vanpool Program to the payment of its obligations under this agreement. In the event sufficient funds are not appropriated or cease to be appropriated for payments owed to Enterprise under this Agreement, the Agency shall notify Enterprise of such non-appropriation no later than seven (7) days after the Agency has knowledge that an appropriation will not be available. Enterprise shall have the right to terminate this Agreement immediately upon notice that funds are not available.

If Agency alters the funding source at any time during the term of the Agreement, Agency will notify Enterprise with a minimum of 60 days prior notice and discuss with Enterprise whether it will be able to comply with the applicable requirements due to the change in funding source, including any requirements of the Buy America Act and any existing public interest waiver. If Enterprise asserts that it will be able to comply with such requirements, the parties will negotiate in good faith bilateral written changes in the terms and conditions of this Agreement necessary to comply with applicable requirements and to expressly recognize the specific funding source in the Agreement. Enterprise shall be entitled to an equitable adjustment in the price, the time of performance or schedule, and other terms of this Agreement that are affected by the change in funding. If Enterprise is unable to comply with any applicable requirements of the changed funding source, then Enterprise shall be entitled to terminate this Agreement immediately.

h) Guaranteed Ride Home.
Eligibility Requirements
- Unexpected overtime
- Illness
- Family member illness

If participants in the vanpool program meet the eligibility requirements to use the GRH program, they can choose from any of the following options up to 4 x per year and $100 per ride:

- Reimbursement for approved taxi, car service or transportation network company (e.g., Uber, Lyft, etc.)
- One-way or 24-hour rental through one of our local Enterprise branches.
    - Rental rates:
        - One-way rental $45.00
        - 24-hour rental $45.00

Cost allocations between Pueblo Transit and Commute with Enterprise will be as follows:

- Pueblo Transit will reimburse Enterprise for the cost of the first two use instances per participant in the GRH program up to 2 x per year and up to $100 each ride.
- Commute with Enterprise will cover the cost of the last two use instances per participant in the GRH program up to 2 x per year and up to $100 each ride.

3. **Pricing and Payment.**

a) Vanpool Pricing. Enterprise will establish a price for each vanpool group participating in the Vanpool Program based on, among other factors, estimated mileage, seating capacity, occupancy levels, and vehicle type. On a monthly basis, Enterprise will bill and collect from the vanpool group amounts owed plus amounts owed for fuel, tolls and other services, less any applicable subsidy paid to Enterprise.

b) Financial Assistance. The Agency shall ensure that it funds amounts sufficient to pay Enterprise the amount of $500 per month for each van in active service use in the Vanpool Program (the "Agency Financial Assistance"). In the event that a vanpool group terminates its participation in the Vanpool Program, the Agency Financial Assistance applicable to such vanpool group shall terminate effective as of the first day of the first full calendar month in which such vanpool group does not operate. The Agency shall pay, via check or wire transfer, or notify Enterprise of any disputes concerning invoices within thirty (30) days of the date the Agency receives such invoice. Invoices not disputed within such thirty-day period shall be deemed accepted and binding upon the Agency. In the event that the Agency fails to timely pay all or any portion of the Agency Financial Assistance, Enterprise reserves the right to bill and collect such unpaid amounts from the affected participants in the Vanpool Program. Agency's payment should include a detailed remittance. If Agency's payment of the Financial Assistance differs from the amount on the invoice, Agency will provide information detailing the application of the payment.

4. Performance.

a) Agency Delay or Interruption. If the performance of all or any part of the work of this Agreement is delayed or interrupted by (1) an act of the Contracting Officer or other Agency personnel in the administration of this Agreement that is not expressly or impliedly authorized by this Agreement, or (2) a failure of the Contracting Officer or other Agency personnel to act within the time specified in this Agreement, or within a reasonable time if not specified, an adjustment shall be made for any increase in the cost of performance of this Agreement caused by the delay or interruption and the Agreement shall be modified in writing accordingly. Adjustment shall also be made in the delivery or performance dates and any other term or condition of the Agreement affected by the delay or interruption.

b) Excusable Delays and Force Majeure Enterprise shall not be liable for default if nonperformance is caused by an occurrence beyond the reasonable control of Enterprise and without its fault or negligence such as: acts of God or the public enemy; passage of law or any action taken by a governmental or public authority, including imposing an embargo, export or import restriction, quota or other restriction or prohibition or any complete or partial government shutdown; national or regional shortage of adequate power or telecommunications or transportation; fires; floods; earthquake or explosion; war, terrorism, invasion, riot or other civil unrest; epidemics; pandemics; quarantine restrictions; strikes, labor stoppages or slowdowns or other industrial disturbances; unusually severe weather; embargoes or blockades in effect on or after the date of this Agreement; national or regional emergency; and delays of common carriers. Enterprise may terminate this Agreement if a Force Majeure Event continues substantially uninterrupted for a period of thirty (30) days or more.

5. Compliance with Law. Each Party shall comply with all applicable federal and state laws and regulations. Enterprise shall be responsible for maintaining any license, permit, operating authority, insurance, or regulatory authorization required to perform the Services.

6. Substitution of Vehicles. Enterprise may replace vans used in the Vanpool Program at the sole discretion of Enterprise.

7. Personnel. Unless stated otherwise in this Agreement, Enterprise may at its sole discretion interview, select, hire, substitute, terminate, and make all employment-related decisions regarding Enterprise personnel performing the Services in the Statement of Work or related services.

8. Notices. All notices required under this Agreement must be in writing and addressed to the Points of Contact below (or to such other address or such other person that such Party may designate from time to time in accordance with this Section), with a copy to:

The Agency's authorized Point of Contact for this Agreement is:

Name: _____
Agency/Division: _____
Address: _____
Telephone: _____
E-mail: _____

Enterprise's authorized Point of Contact for this Agreement is:

Name: Jared Thompson
Entity/Division: Enterprise Leasing Company of Denver, LLC
Address: 6828 County Line Road
Highlands Ranch, CO 80126
Telephone: 720-875-9900
E-mail: jared.s.thompson@em.com

With a copy to:
Enterprise Holdings, Inc.
600 Corporate Park Drive
St. Louis, MO 63105
Attn: Commute corporate counsel

Notices will be deemed effective: (i) when received, if delivered by hand, with signed confirmation of receipt; (ii) on the next business day after delivery, if sent by a nationally recognized overnight courier, prepaid, delivery receipt requested; (iii) on the next business day after sending by E-mail, (in each case, with confirmation of transmission); and (iv) on the third business day after the date mailed by certified or registered U.S. mail, return receipt requested, postage prepaid.

9. Disputes. If the Agency fails to pay any undisputed amount when due or breaches any other term or condition of this Agreement, in addition to any other remedies Enterprise may have under this Agreement at law, Enterprise may initiate collection proceedings, subject to any notice of default and right to cure required by state law. To the extent not prohibited by applicable law, the Agency shall pay Enterprise's fees and expenses incurred in connection with the collection of any past due amounts, including reasonable attorney's fees and court costs.

10. Liability and Indemnification.

a) The Agency shall not be liable to Enterprise for any amount owed to Enterprise by participants in the Vanpool Program.

b) Each party hereby agrees to defend, indemnify and hold harmless the other party and its parent corporations, subsidiaries and affiliates and their respective directors, officers, employees and agents from and against any and all claims made by any third party (including, without limitation, any governmental or regulatory body, instrumentality, authority, agency or official) against any indemnified party (including any and all damages, losses, liabilities, costs and/or expenses of any kind or nature whatsoever (including, without limitation, reasonable attorneys' fees and expenses) paid or incurred by such indemnified party in connection therewith) relating to or arising out of or in connection with (a) the negligent, wrongful, tortious or criminal acts or omissions of the indemnifying party or any of their respective directors, officers, employees and/or agents, (b) the use or operation of any vehicle by the indemnifying party or any of its parent corporations, subsidiaries or affiliates or any of their respective directors, officers, employees and/or agents and/or (c) any breach of this Agreement by the indemnifying party or any of their respective directors, officers, employees and/or agents. The indemnification obligations set forth herein shall survive termination of this Agreement.

c) EXCEPT FOR A PARTY'S THIRD PARTY INDEMNITY OBLIGATION HEREUNDER, IN NO EVENT SHALL EITHER PARTY BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING

BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY AND OTHERWISE, FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER SUCH PERSONS WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE.

11. Termination.

a) Termination for Cause. Either Party may terminate this Agreement, effective on written notice to the other Party, if the other Party breaches this Agreement. The non-breaching Party must provide the breaching Party with written notice of such breach and a minimum of 30 days to cure such breach prior to termination. If it is determined that the Agency improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

a) Termination for Convenience. Either party may terminate this Agreement, without cause, upon no less than 180 days' prior written notice to the other Party.

b) Renewal. Either Party may decline a Renewal Term by providing written notice of non-renewal to the other Party at least ninety (90) days prior to the last day of the Term.

c) Obligations upon termination. The termination of this Agreement shall not relieve either Party of its obligations that accrued prior to the effective date of termination. Enterprise shall be paid for all services performed in accordance with the manner of performance set forth in the Agreement through the date of termination. Further, the rights and obligations of the Parties set forth in this Agreement that, by their nature, should survive termination or expiration of this Agreement, will survive any expiration or termination of this Agreement.

12. Governing Law. This Agreement is governed by and construed in accordance with the internal laws of the State of Colorado without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of Colorado.

13. Entire Agreement. This Agreement, together with any Attachment(s) hereto, constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.

14. Severability. If any term or other provision of this Agreement is deemed invalid, illegal or unenforceable by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

15. Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by E-mail or other comparable means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

16. Relationship of Parties. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint consultant, employment or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever.

17. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the Parties and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other party any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Agreement.

18. Changes, Modifications, Amendments, and Waiver. No amendment to or modification of this Agreement is effective unless it is in writing and signed by each Party. No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

19. Assignment. Neither Party shall assign or otherwise transfer this Agreement, whether voluntarily, involuntarily, by operation of law or otherwise, without the other Party's prior written consent, which consent shall not be unreasonably withheld or delayed. Enterprise and shall have the right to delegate the performance of certain obligations and duties under this Agreement to one or more affiliates of Enterprise, if use of such Affiliate is required to fulfill the obligations of Enterprise hereunder. No delegation or other transfer will relieve the affected Party of any of its obligations or performance under this Agreement. Any purported assignment, delegation or transfer in violation of this Section is void.

20. Federally Required Clauses. The attached Appendix A is incorporated into this Agreement.

In WITNESS WHEREOF, the Parties have provided their respective signatures agreeing to that aforesaid terms and conditions, as of the Effective Date.

Enterprise Leasing Company of Denver, LLC	The City of Pueblo
By: _____	By: _____
Name: Jared Thompson	Name: _____
Title: Vice President and General Manager	Title: _____
Date:_____	Date:_____

VANPOOL PROGRAM AGREEMENT
APPENDIX A- FEDERAL REQUIREMENTS

Enterprise agrees to comply, to the extent applicable, with the following clauses incorporating by reference federal requirements, as they may be amended in subsequent statute or regulation. The requirements identified in this Appendix, do not apply to independent vanpool participants (i.e., individuals who are not employees or contractors of ENTERPRISE).

1. **Lobbying.** Enterprise agrees to comply, to the extent applicable, with the Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352, as amended, 49 C.F.R. Part 20, 2 C.F.R. § 200.450, and 2 C.F.R. Part 200, Appendix II, § (I), including the submission of any required certification(s) or disclosure(s). Enterprise shall include the substance of this clause in all agreements or subcontracts with recipients, subrecipients, contractors, and subcontractors at every tier, including this requirement to flow down the clause.

2. **Civil Rights and Equal Opportunity Clause.**

    a. The Agency is an Equal Opportunity Employer. As such, the Agency agrees to comply with all applicable federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by federal laws or regulations, the Agency agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications. Under this Agreement, Enterprise shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

    b. ***Nondiscrimination.*** In accordance with federal transit law at 49 U.S.C. § 5332, Enterprise agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex (including gender identity), disability, age, sexual orientation, or parental status. In addition, Enterprise agrees to comply with applicable federal civil rights laws, implementing regulations, guidance, and other requirements FTA may issue as they may be subsequently amended.

    c. ***Nondiscrimination on the Basis of Race, Color, Religion, National Origin, Sex (Including Gender Identity) and Sexual Orientation****.* In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e *et seq.*, and federal transit laws at 49 U.S.C. § 5332, Enterprise agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. Enterprise agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training,

including apprenticeship. In addition, Enterprise agrees to comply with any implementing requirements FTA may issue.

d. ***Nondiscrimination on the Basis of Age***. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621- 634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. Part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 *et seq.*, U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. Part 90, and federal transit law at 49 U.S.C. § 5332, Enterprise agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, Enterprise agrees to comply with any implementing requirements FTA may issue.

e. ***Nondiscrimination on the Basis of Disabilities***. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 *et seq.*, the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 *et seq.*, and federal transit law at 49 U.S.C. § 5332, Enterprise agrees that it will not discriminate against individuals on the basis of disability. In addition, Enterprise agrees to comply with any implementing requirements FTA may issue.

f. ***Nondiscrimination on the Basis of Sex in Education Programs***. In accordance with Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 *et seq.* and implementing federal regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. Part 25, Enterprise agrees that it will not discriminate on the basis of sex in any Education Programs or Activities receiving federal financial assistance.

g. Enterprise shall include the substance of this clause in all agreements or subcontracts with contractors, and subcontractors at every tier, including this requirement to flow down the clause.

3. **Clean Air and Water.** Enterprise agrees:

a. It will not use any facilities listed on the U.S. EPA "List of Violating Facilities";

b. It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities".

c. It will report violations of use of prohibited facilities to FTA; and

d. It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act, as amended (33 U.S.C. §§ 1251-1387).

e. It will include the substance of this clause in all agreements or subcontracts in excess of $150,000 with subcontractors at every tier, including this requirement to flow down the clause.

4. **Procurement of Recovered Materials.** Enterprise agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with, to the extent applicable, Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (42 U.S.C. § 6962) and U.S. Environmental Protection Agency (U.S. EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 C.F.R. Part 247. Where the value of an EPA designated item exceeds $10,000 and this clause is applicable, Enterprise shall include the substance of this clause in all agreements or subcontracts with subcontractors at every tier that includes the procurement of the EPA designated item, including this requirement to flow down the clause.

5. **Suspension and Debarment**.

    a. Enterprise agrees that: (1) Enterprise will comply with and require that its subrecipients, contractors, and subcontractors comply with Subpart C of 2 C.F.R. Part 180, as supplemented by 2 C.F.R. Part 1200; and (2) pass the requirement to comply with Subpart C of 2 C.F.R. Part 180 to each entity with whom it enters into a covered transaction at the next lower tier, except as authorized by—

        i. Executive Orders 12549 and 12689;

        ii. 2 C.F.R. Part 180 and 2 C.F.R. § 200.213;

        iii. U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. Part 1200;

        iv. Executive Order No. 12549, "Debarment and Suspension of Participants in Federal Programs," February 18, 1986, 31 U.S.C. § 6101 note, as amended by Executive Order No. 12689, "Debarment and Suspension," August 16, 1989, 31 U.S.C. § 6101 note, and;

        v. Other applicable federal laws, regulations, requirements, or guidance regarding participation with debarred or suspended recipients or third-party participants.

    b. Enterprise will review the U.S. GSA "System for Award Management – Lists of Parties Excluded from Federal Procurement and Nonprocurement Programs," if required by U.S. DOT regulations, 2 C.F.R. Part 1200.

6. **Bonus or Commission.** Enterprise affirms that it has not paid, and agrees that it will not pay, any bonus or commission to obtain federal assistance for any Project or related activities supported under the Agreement or Underlying Agreement.

7. **Trafficking in Persons.**

    a. Enterprise agrees that it and its employees that participate on the Enterprise Vanpool Program at issue in the Agreement may not:

        i. Engage in severe forms of trafficking in persons (as defined by 22 U.S.C. § 7102), during the period of time that the Agreement is in effect;

ii. Procure a commercial sex act (as defined at 22 U.S.C. § 7102) during the period of time that the Agreement is in effect, or

iii. Use forced labor in the performance of the Agreement or subagreements thereunder.

b. Enterprise agrees to comply and assures the compliance of each subrecipient, with federal requirements and guidance, including:

i. Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended, 22 U.S.C. § 7104(g), and

ii. The terms of this section 4.g, which have been derived from U.S. OMB regulatory guidance, "Award Term for Trafficking in Persons," 2 C.F.R. Part 175, per U.S. OMB's direction.

c. Enterprise agrees to, and assures that each subrecipient or subcontractor will:

i. Provide Information. Inform FTA immediately of any information it receives from any source alleging a violation of the prohibitions listed in this clause; and

ii. Flow-down. Include the substance of this clause in all agreements or subcontracts with recipients, subrecipients, contractors, and subcontractors at every tier, including this requirement to flow down the clause.

8. **Record Retention.** Enterprise will—

a. Record Retention. Enterprise will retain and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the Agreement, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third-party agreements of any type, and supporting materials related to those records.

b. Retention Period. Enterprise agrees to comply with the applicable record retention requirements in 2 C.F.R. § 200.333. Enterprise shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

c. Access to Records. Enterprise agrees to provide sufficient access to FTA and FTA's duly authorized representatives to inspect and audit Enterprise's directly pertinent records and information related to performance of this Agreement as reasonably may be required.

d. Access to Sites of Performance. Enterprise agrees to permit CDOT and FTA and its contractors access to the sites of performance of this Agreement, and any Amendments thereto, as reasonably may be required.

e. National Transit Database. Enterprise, to the extent applicable, agrees to report information relating to, and the condition of, its public transportation assets, as provided in FTA regulations, "Transit Asset Management; National Transit Database," 49 C.F.R. Parts 625 and 630.

9. **Disadvantaged Business Enterprise ("DBE").** To the extent authorized and required by applicable federal laws, regulations, or requirements, Enterprise will facilitate participation by small business concerns owned and controlled by socially and economically disadvantaged individuals, also referred to as "Disadvantaged Business Enterprises" ("DBEs"), as follows:

   a. Enterprise shall not discriminate on the basis of race, color, religion, national origin, sex (including gender identity), disability, age, sexual orientation, or parental status in the award and performance of any FTA or U.S. DOT-assisted sub-agreement, third-party contract, and third-party subcontract, as applicable, and the administration of its DBE program or the requirements of 49 C.F.R. Part 26.

   b. Enterprise shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of DOT-assisted contracts. Failure by ENTERPRISE to carry out these requirements is a material breach of this Agreement, which may result in the termination of this contract or such other remedy as the Agency 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. Enterprise agrees to pay its subcontractors for satisfactory performance of their contracts no later than thirty (30) days from receipt of each payment the Agency makes to Enterprise.

   d. Enterprise agrees to make prompt and full payment of any retainage kept by Enterprise to the subcontractor within thirty (30) days after the subcontractor's work is satisfactorily completed.

   e. Enterprise agrees to make available to the Agency upon request a copy of all DBE subcontracts.

   f. Enterprise agrees not to intimidate, threaten, coerce, or discriminate against any individual or firm for the purpose of interfering with any right or privilege secured by 49 C.F.R. Part 26, or because the individual or firm has made a complaint, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under 49 C.F.R. Part 26.

   g. Enterprise agrees that it will use appropriate alternative dispute resolution mechanisms to resolve payment disputes and to flow this requirement down to its subcontractors.

   h. Enterprise agrees to require any contractors, and subcontract that will award sub-agreements or subcontractors exceeding $250,000 in a federal fiscal year to comply with the requirements of this Clause, including this requirement to flow down the clause.

10. **Awards Involving Commerce – Fair Labor Standards Act**. Enterprise agrees to comply with the Fair Labor Standards Act ("FLSA"), 29 U.S.C. § 201, *et seq.*, to the extent that the FLSA applies.

11. **No Federal Government Commitment or Liability to Third Parties.** Enterprise agrees that—

    a. The federal government does not and shall not have any commitment or liability related to this Agreement, to any third-party participant at any tier, or to any other person or entity that is not a party (FTA or the recipient) to the Underlying Agreement, and

    b. Notwithstanding that the federal government may have concurred in or approved any solicitation or third-party agreement at any tier that may affect this Agreement, the federal government does not and shall not have any commitment or liability to any third-party participant or other entity or person that is not a party (FTA or the recipient) to the Underlying Agreement.

12. **Safe Operation of Motor Vehicles.**

    a. Seat Belt Use. Pursuant to Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. § 402 note, (62 Fed. Reg. 19217), ENTERPRISE is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by Enterprise or Agency.

    b. Distracted Driving. Pursuant to (1) Executive Order No. 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009, 23 U.S.C. § 402 note, (74 Fed. Reg. 51225); (2) U.S. DOT Order 3902.10, "Text Messaging While Driving," December 30, 2009, Enterprise is encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Enterprise owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

13. **Charter Services.**

    a. Enterprise agrees that it will not provide charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except as permitted under:

        i. Federal transit laws, specifically 49 U.S.C. § 5323(d);

        ii. FTA regulations, "Charter Service," 49 C.F.R. Part 604;

        iii. Any other federal Charter Service regulations; or

        iv. Federal guidance, except as FTA determines otherwise in writing.

b. Enterprise agrees that it will include the substance of this clause in each subcontract that may involve operating public transit services.

14. **School Bus Operations.** Enterprise agrees that neither it nor any third-party Participant will engage in school bus operations exclusively for the transportation of students or school personnel in competition with private school bus operators, except as permitted by federal transit laws, 49 U.S.C. § 5323(f) or (g), FTA regulations, "School Bus Operations," 49 C.F.R. Part 605, and any other applicable federal "School Bus Operations" laws, regulations, requirements, or applicable federal guidance.

15. **Substance Abuse.** To the extent Enterprise is engaged in operations requiring compliance with 49 C.F.R. Part 655, Enterprise agrees to establish and implement a drug and alcohol testing program that complies with 49 C.F.R. Part 655, produce any documentation necessary to establish its compliance with Part 665, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of [NAME OF STATE], or TRANSIT AGENCY, to inspect the facilities and records associated with implementation of the required drug and alcohol testing program and to review the testing process. To the extent applicable, Enterprise agrees to certify annually its compliance with Part 665 before [INSERT DATE] and to submit the Management Information System reports before [INSERT DATE PRIOR TO MARCH 15] to [INSERT RESPONSIBLE AGENCY OFFICIAL AND TITLE]. To the extent applicable, Enterprise shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," published annually in the Federal Register, to certify compliance.

16. **Energy Conservation.** Enterprise agrees to comply with 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.

17. **Program Fraud Civil Remedies.**

a. Enterprise acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et seq.*, and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the Agreement, Enterprise certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the Agreement or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, Enterprise further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the federal government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Enterprise to the extent the federal government deems appropriate.

b. Enterprise also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the federal government under a contract connected with a project that is financed in whole or in part with federal assistance originally awarded by FTA under the authority of 49 U.S.C. Chapter 53, the government reserves the right to impose the penalties of

18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on Enterprise , to the extent the federal government deems appropriate.

c. Enterprise agrees to include the above two clauses in each subcontract financed in whole or in part with federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

18. **Buy America Act.**

If applicable, Enterprise agrees to comply with Buy America Act, 49 U.S.C. § 5323(j), as implemented by 49 C.F.R. Part 661, or certain of the requirements of the FTA public interest waiver, or the Federal Highway Administration ("FHWA") Buy America Act, 23 U.S.C. § 313, as implemented by 23 C.F.R. § 635.410 subject to any existing waivers.

Docusign Envelope ID: 72F38690-435E-4A0E-9BC5-74448CFC2C9C

City Clerk's Office Item # R6

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: October 15, 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 AMENDING SECTION 11-3-11 OF THE PUEBLO MUNICIPAL CODE REGARDING LIQUOR LICENSING APPLICATION FEES

SUMMARY:

This Ordinance adds additional sections to Pueblo Municipal Code section 11-3-11 to accommodate the collection of local licensing fees as set by Colorado Revised Statutes by the City Clerk.

PREVIOUS COUNCIL ACTION:

This section was enacted in 1973 and has not been modified since.

BACKGROUND:

State law authorizes specific local liquor license fees. In addition, there are fees for liquor licenses that are set by resolution as a Fee Schedule and are for general liquor license fees such as a renewal fee and a new license fee. The most recent modification of this was by Resolution 15731 done August 26, 2024, because the Lodging and Entertainment License was separated into two different licenses per state law. The fees contemplated in this ordinance are separate additional fees set by Colorado Revised Statutes. C.R.S. §44-3-505 sets the fee amount and it is currently used by municipalities across the state.

This ordinance will allow our Clerk to collect these fees, separate from those listed in Resolution 15731 and allow that amount to change when the Colorado Revised Statutes change without having to submit an update to the code. Local licensees pay both of these fees to City currently; there is no increase.

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FINANCIAL IMPLICATIONS:

There are no additional costs to the City or licensee with respect to this Ordinance. These fees are already collected by City.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

If City Council does not approve this Ordinance, fees will continue to be set by Resolution and need to be updated in parallel with the state.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. State Chart of current Local Licensing Fees

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ORDINANCE NO. 10815

AN ORDINANCE AMENDING SECTION 11-3-11 OF THE PUEBLO MUNICIPAL CODE REGARDING LIQUOR LICENSING APPLICATION FEES

WHEREAS, Certain local licensing fees are authorized by Colorado Revised Statutes §44-3-505, and

WHEREAS, City Charter Section 3-13 authorizes Council to set fees for licenses; NOW, THEREFORE,

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

SECTION 1.

Section 11-3-11 to the Code is amended as follows (brackets indicate matter being deleted, underscoring indicates new matter being added):

Sec. 11-3-11. License applications.

(a) All applications for licenses and fees shall be filed with the City Clerk, on forms to be approved by the City Clerk, together with such other information and documents as may be required by the rules of the Liquor and Beer Licensing Board. The City Clerk, **or their designee,** shall act as Secretary to the Liquor and Beer Licensing Board.

(b) All applications shall not be complete until all fees are paid including those payable to the State Department of Revenue, required by City for applications and permits as set by resolution payable to City Clerk, and local applications fees as described in subsection (c) of this section.

(c) All application fees shall be payable, at the time of filing, to City Clerk and shall equal the maximum local application fee established by the Colorado Department of Revenue Enforcement Division – Liquor and Tobacco for the specific type of application.

SECTION 2.

The Mayor is hereby authorized to execute said Agreement for and on behalf of the City, where the Mayor may execute the Agreement by electronic signature and such electronic signature shall be attributable to the Mayor and the City of Pueblo.

SECTION 3.

The officers and staff of the City are authorized to perform all acts consistent with the intent of this Ordinance to effectuate the transaction described herein.

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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 September 23, 2024.

Final adoption of Ordinance by City Council on October 15, 2024.

DocuSigned by:
Mark Aliff
B7A4F51823AB462...
President of City Council

Action by the Mayor:

☒ Approved on 10/17/2024 | 10:16 AM 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

Signed by:
330F90D300E24F8...
Deputy City Clerk

DR 8500 (12/28/21)
COLORADO DEPARTMENT OF REVENUE
Liquor Enforcement Division
303-205-2300

Liquor Enforcement Division Fee Schedule

Application Fees

	Local Fee	State Fee
Application Fee	up to $1000.00	$1,100.00
Application Fee with Concurrent Review	up to $1000.00	$1,200.00
Application Fee Transfer of Ownership	$750.00	$1,100.00
Application Fee Additional Liquor-Licensed Drugstore	up to $1000.00	$1,100.00
Application Fee Additional Liquor-Licensed Drugstore with Concurrent Review	up to $1000.00	$1,200.00
Application Fee Manager Permit	N/A	$100.00
Application Late Renewal Fee (Not more than 90-days of license expiration date)	$500.00	$500.00
Application Reissue Fee (More than 90-days but less than 180-days of license expiration date)	$500.00	$500.00
Application Reissue Fine (More than 90-days but less than 180-days of license expiration date)	$25.00 a day beyond 90-day expiration date	$25.00 a day beyond 90-day expiration date
Annual Renewal Application Fee	$100.00	$50.00
Annual Art Gallery Fee	$100.00	$0.00

Retail License Fees

	Local Fee City	State Fee City	Local Fee County	State Fee County
Art	$41.25	$308.75	$41.25	$308.75
Beer & Wine	$48.75	$351.25	$63.75	$436.25
Brew Pub	$75.00	$750.00	$75.00	$750.00
Club	$41.25	$308.75	$41.25	$308.75
Distillery Pub	$75.00	$750.00	$75.00	$750.00
Hotel & Restaurant	$75.00	$500.00	$75.00	$500.00
Hotel Restaurant with one Optional Premises	$75.00	$600.00	$75.00	$600.00
Each Additional OP License		$100.00		$100.00
Resort Complex	$75.00	$500.00	$75.00	$500.00
Campus Liquor Complex	$75.00	$500.00	$75.00	$500.00
Related Facility – Resort Complex	$15.00	$160.00	$15.00	$160.00
Related Facility – Campus Liquor Complex	$15.00	$160.00	$15.00	$160.00
Liquor-Licensed Drugstore	$22.50	$227.50	$37.50	$312.50
Lodging & Entertainment	$75.00	$500.00	$75.00	$500.00
Optional Premises	$75.00	$500.00	$75.00	$500.00
Racetrack	$75.00	$500.00	$75.00	$500.00
Retail Gaming Tavern	$75.00	$500.00	$75.00	$500.00
Retail Liquor Store	$22.50	$227.50	$37.50	$312.50
Tavern	$75.00	$500.00	$75.00	$500.00
Vintner's Restaurant	$75.00	$750.00	$75.00	$750.00
Fermented Malt Beverage On Premises	$3.75	$96.25	$7.50	$117.50
Fermented Malt Beverage Off Premises	$3.75	$96.25	$7.50	$117.50
Fermented Malt Beverage On/Off Premises	$3.75	$96.25	$7.50	$117.50

Local and State Issued Permit Fees

	Local Fee City	Local Fee County	State Fee
Art Gallery Permit	$3.75	$3.75	$71.25
Bed & Breakfast Permit	$3.75	$3.75	$71.25
Each Resort-Complex-Related Facility Permit	$15.00	$15.00	$160.00
Special Event Permit			
Malt, Vinous and Spirituous Liquor	$100.00	$100.00	$25.00 Per Day
Fermented Malt Beverage (3.2% Beer)	$100.00	$100.00	$10.00 Per Day
Mini Bar Permit with Hotel Restaurant License	$48.75	$48.75	$276.25

State License Fees

	Fee
Limited Winery License	$70.00
Manufacturer's License (Distillery or Rectifier)	
On or after August 10, 2016, and before August 10, 2017	$675.00
On or after August 10, 2017	$300.00
Manufacturer's License (Brewery)	$300.00
Manufacturer's License (Winery)	$300.00
Nonresident Manufacturer's License (Malt Liquor)	$300.00
Importer License	$300.00
Wholesaler's Liquor License	
On or after August 10, 2016, and before August 10, 2017	$800.00
On or after August 10, 2017	$550.00
Wholesaler's Beer License	$550.00
Public Transportation (dining, club or parlor car; plane; bus or other vehicle)	$75.00

Additional Fees

	Local Fee	State Fee
Alternating Proprietor Licensed Premises	N/A	$150.00
Change of Location	Not to exceed $750.00	$150.00
Change of Trade Name/Corporate Name	N/A	$50.00
Corporate/LLC Change (Per Person)	$100.00	$100.00**
Duplicate License	N/A	$50.00
Add Optional Premises to Hotel & Restaurant License	N/A	$100.00
Limited Liability Change	N/A	$100.00
Manager Registration (Hotel & Restaurant; Tavern; Lodging & Entertainment; Campus Liquor Complex)	$75.00	$75.00
Master File Background	N/A	$250.00
Master File Location Fee (Per Location)	N/A	$25.00
Modification of Premises	N/A	$150.00
Sole Source Registration	N/A	$100.00

State Only Issued Permits

	Fee
Winery Direct Shipper Permit	$100.00
Wine Packaging Permit	$200.00
Wine Festival Permit	$25.00
Branch Warehouse or Warehouse Storage Permit	$100.00
Retail Warehouse Storage Permit	$100.00
Manager Permit Registration (Liquor-Licensed Drugstore)	$100.00
Non-Contiguous Location (Winery/Limited Winery) Application	$125.00
Non-Contiguous Location (Winery/Limited Winery) Renewal	$100.00
Takeout and Delivery Permit Application	$11.00
Takeout and Delivery Permit Renewal	$11.00

**** The State Fee of $100 only pertains to state-only issued licenses and does not apply to licenses issued by local licensing authorities**

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City Clerk's Office Item # R7

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: October 15, 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 USE PERMIT AND RENTAL AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE COLORADO STATE FAIR AUTHORITY, A SUBDIVISION OF THE STATE OF COLORADO, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

This Ordinance approves a use permit and rental agreement for the use of facilities at the Colorado State Fairgrounds in support of a community clean up event scheduled to be held on October 26, 2024.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The City of Pueblo will be executing a City-wide clean up event to be held on October 26, 2024, at the Colorado State Fairgrounds for the benefit of City of Pueblo residents. The Colorado State Fair has requested the City enter into a use permit and rental agreement for use of the facility to host the event. All fees associated with the use of the facility have been waived under the terms of the agreement.

FINANCIAL IMPLICATIONS:

None.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

Docusign Envelope ID: F92FFEE1-55D5-465B-A99D-0987D06759A6

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

If this Ordinance is not approved, the City of Pueblo will not be able to host the cleanup event as planned at the State Fairgrounds.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. CITY OF PUEBLO CLEAN UP (241026)

Docusign Envelope ID: F92FFEE1-55D5-465B-A99D-0987D06759A6

ORDINANCE NO. 10816

AN ORDINANCE APPROVING A USE PERMIT AND RENTAL AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE COLORADO STATE FAIR AUTHORITY, A SUBDIVISION OF THE STATE OF COLORADO, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

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

SECTION 1.

The Use Permit and Rental Agreement between the City of Pueblo, a Colorado Municipal Corporation, and the Colorado State Fair Authority, a subdivision of the State of Colorado, a copy of which is attached hereto "Agreement", having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

The Mayor is authorized to execute and deliver the 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 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 September 23, 2024.

Final adoption of Ordinance by City Council on October 15, 2024.

DocuSigned by:
Mark Aliff
B7A4F51823AB462...
President of City Council

Action by the Mayor:

☒ Approved on 10/17/2024 | 10:17 AM 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

Signed by:
330F90D300E24F8...
_____
Deputy City Clerk

NO: _____

USE PERMIT & RENTAL CONTRACT

This agreement made and entered into this_____day of_____, 2024 and between the Colorado State Authority, hereinafter known as the AUTHORITY, and

ORGANIZATION / EVENT NAME: CITY OF PUEBLO / PUEBLO TEAM UP TO CLEAN UP
CONTACT: ANDREW HAYES, DIRECTOR OF PUBLIC WORKS
ADDRESS: 211 E. D STREET
CITY: PUEBLO STATE: CO ZIP: 81003
PHONE: 719-553-2267 (office) / 719-252-4874 (cell) EMAIL: ahayes@pueblo.us

hereinafter known as the USER or CONTRACTOR
WHEREAS, the AUTHORITY agrees to rent the USER, where is, as is, CARNIVAL LOT (known hereinafter as the PREMISES) located on the Colorado State Fairgrounds for the purpose of **COMMUNITY CLEAN UP** (The "Event").

The AUTHORITY grants User the use and occupancy of the Premises for the following RENTAL PERIOD:

Date(s) of Event: SATURDAY, OCTOBER 26, 2024
Time of Event: 8:00 AM TO 3:00 PM
Authorized MOVE IN period: 8:00 AM to 7:00 PM on FRIDAY, OCTOBER 25, 2024
Move-Out Period: BY 5:00 PM MONDAY, OCTOBER 28, 2024

Authorized Occupancy: USER shall have access to the Premises on dates and times listed above only. Authorized occupancy on event day(s) only shall be 07:00 AM to 11:59 PM. The Rental Period shall not be extended for any purpose without the written permission of the AUTHORITY's General Manager. User agrees to pay for any additional period of time in excess of the Rental Period.

Now, therefore, in consideration of rental price as follows:
RENTAL FEE: WAIVED - INCLUDES RENTAL PERIOD ABOVE.
DAMAGE DEPOSIT: WAIVED
ADDITIONAL MOVE-IN/MOVE-OUT FEES: WAIVED
SET-UP/CLEAN-UP FEE: WAIVED - CUSTOMER TO PERFORM SET UP & CLEAN UP.

ADJUSTABLE CHARGES: USER is responsible for setup of tables and chairs unless noted above. Additional tables and chairs may be rented from the AUTHORITY should building capacity allow. Additional equipment fees are $6.00 per table and $1.00 per chair. Setup/clean up fees of no less than $350 per occurrence will be charged if AUTHORITY is required to perform setup and/or cleanup.

SECURITY: USER is required to use State AUTHORITY Security at a rate of up to $27.00 per guard per hour and up to$35.50 per uniformed police officer per hour. Number of security guards and/or uniformed police will be determined by security director and AUTHORITY Management.

FOOD & BEVERAGE: Alcoholic Beverages may be **served** during your event; however, the SALE of alcoholic beverages is prohibited. There is no restriction on food service or catering during your event; however, the SALE of food or beverage is prohibited without approval from the AUTHORITY. THE SALE OF ANY FOOD OR BEVERAGE IS STRICTLY PROHIBITED FOR ALL PRIVATE EVENTS.

This signed contract is due back to the AUTHORITY in ten (10) days with first payment to hold building. The USER will notify AUTHORITY fourteen (14) days in advance of event set-up.

The USER agrees to make payments and final settlement as follows: $0.00 due with signed contract. Remaining rental fees, and all estimated Adjustable Charges: Security, additional table and chair rental fees, set-up/clean up, additional move in/out fees, and any other anticipated charges are due no less than fourteen (14) days prior to event. An additional $0.75 and 2.25% service fee will be applied to the transaction amount for all credit card payments.

AUTHORITY will charge and USER agrees to pay one and one-half percent (1.5%) per month interest on any unpaid balance after settlement date

TERMS OF USE

The AUTHORITY and USER hereby agree, to wit (USER TO READ & INITIAL EACH TERM)

_____1) PAYMENT: All base payments, estimated adjustable charges and refundable damage deposit payments are due fourteen days prior to above stated event. Percentage and additional adjustable charge payments, if applicable, are due and payable immediately following said event. An additional $0.75 and 2.25% service fee will be applied to the transaction amount for all credit card payments.

_____2) AGREEMENT TERMINATION: the AUTHORITY reserves the right to terminate this agreement at any time, with cause upon giving written notice thereof.

_____3) DATE RESERVATIONS AND CANCELLATIONS: the AUTHORITY will not guarantee availability of buildings/facilities nor hold date for those who have not submitted a non-refundable down payment. This non-refundable down payment shall be applied to payment due for rental of buildings/facilities if the event is held. Should USER cancel scheduled event at any time, a payment of **$0.00** shall be forfeited as an office charge.

_____4) CURFEW: ALL events are to be concluded and buildings/facilities cleared per the Authorized Rental/Occupancy period above. OUTDOOR events are subject to curfew times established at the option and discretion of the AUTHORITY prior to each individual event. Security will be required for all events concluding after 9:00PM.

_____5) PARKING: USER understands and agrees that parking on the fairgrounds is shared with other USERs and no exclusive rights are granted. The AUTHORITY reserves the right to restrict or designate parking and/or traffic patterns on the fairgrounds s for the safety of patrons. The AUTHORITY reserves the right to charge for parking at their discretion. The AUTHORITY shall retain all parking revenue.

_____6) SECURITY: USER agrees to pay for adequate security officers as directed by the AUTHORITY Manager and Security Director at above stated event.

_____7) ALCOHOLIC BEVERAGES: Any use of alcoholic beverages on the Colorado State Fairgrounds is subject to the AUTHORITY approval and notification to State of Colorado, Department of Revenue, and Liquor Enforcement. The SALE of alcoholic beverages is prohibited without a valid liquor license and Food/Beverage contract with the AUTHORITY.

_____8) RESTROOM FACILITIES: Restroom facilities and supplies will be made available to USER by the AUTHORITY. USER, if required, will furnish restroom attendants.

_____9) INSTALLATIONS/DECORATIONS: USER is hereby granted permission to install at USER'S expense such items as displays, exhibits, decorations, etc, but will not be permitted to move or change any permanent fixtures attached to and a part of the building/facility, or to nail or tack any materials to the walls or ceilings of said buildings/facilities. USER further agrees to refrain from marring or defacing said building/facilities in any form whatsoever, and return premises in same condition as when received, ordinary wear and tear accepted. USER also agrees not to put tape on floors (painters tape or electrical tape may be used but must be removed after event). USE OF GLITTER, CONFETTI AND FOG MACHINES IS STRICTLY PROHIBITED; use of these items will result in forfeiture of damage deposit and/or additional fees.

_____10) REMOVAL OF EXHIBITS: USER agrees to pay the AUTHORITY (at current storage rate) for any material or merchandise left in buildings or on the premises after Authorized Rental/Occupancy period the AUTHORITY shall not be responsible for loss or damage to any merchandise or materials left on premises after event. USER also agrees to remove all signs, banners, and any other promotional material or advertisements immediately upon completion of the event. Should the AUTHORITY have to remove any of the above stated materials, the damage deposit will be retained as a clean-up/storage fee.

_____11) CLEANING: USER agrees to remove USER'S exhibits, displays, decorations, and all garbage, debris, etc., no later than 11:59 p.m. on the final day of the Rental Period. USER further agrees to return premises in same condition as when received, ordinary wear and tear accepted. All garbage must be removed from building and deposited in appropriate collection containers. The AUTHORITY agrees to remove all refuse and recycling from outside collection containers. Should USER fail to remove garbage, displays or decorations and fail to leave the building in an acceptably clean state, the damage deposit will be retained by the AUTHORITY as a clean-up fee and additional charges may apply.

_____12) ELECTRICAL POWER: Building/Facilities are rented where is, as is, with normal amount of electrical power, equipment, appliances, etc. Abnormal usage of power shall be paid by USER. No cutting into electrical lines is permitted. USER agrees to request any special electrical requirements for said event not later than two (2) weeks in advance of said event. The AUTHORITY will be sole judge of determining the availability and/or overload of electrical services and shall exercise the right to control the same.

_____13) LIABILITY: To the extent permitted by law, the USER hereby agrees to indemnify, save, defend and hold harmless the Colorado State Fair Authority, its officers, agents, servants and employees from any and all claims, causes of action, and suits accruing or resulting from damage, injury or loss to any person or persons or personal property, including all persons to whom the USER may be liable under any workmen's compensation laws, and the USER himself, and from any loss, damage, cause of action, claims, or suits for damage, including but not limited to loss of property, goods, wares, merchandise, or livestock, caused by, arising out of, or in any way connected with the exercise USER'S privileges herein.

_____14) INSURANCE/GIA: 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. 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, of the GIA, as applicable now or hereafter amended.

_____15) LESSOR LIABILITY EXPOSURE. Notwithstanding any other provision of this lease to the contrary, no term or condition of this lease shall be construed or interpreted as a waiver of any provision of the Colorado Governmental Immunity Act, §24-10-101 et seq., C.R.S., as now or hereafter amended. The parties hereto understand and agree that liability for claims for injuries to persons or property arising out of the negligence of the State of Colorado, its departments, institutions, agencies, boards, officials and employees is controlled and limited by the provisions of §24-10-101, et seq., C.R.S., as now or hereafter amended and §24-30-1501, et seq., C.R.S., as now or hereafter amended. Any provision of this lease, whether or not incorporated herein by reference, shall be controlled, limited and otherwise modified so as to limit any liability of the Lessor to the above cited laws.

16) 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 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. Unemployment insurance benefits will be available to Contractor and its employees and agents only if such coverage is made available by Contractor or a third party. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this contract. 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 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.

_____17) COMPLIANCE WITH LAW. Contractor 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.

_____18) CHOICE OF LAW. 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. Any provision incorporated herein by reference which purports to negate this or any other Special Provision in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision shall not invalidate the remainder of this contract, to the extent capable of execution.

_____19) BINDING ARBITRATION PROHIBITED. The State of Colorado does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in this contact or incorporated herein by reference shall be null and void.

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

*** Persons signing for Contractor hereby swear and affirm that they are authorized to act on Contractor's behalf and acknowledge that the State is relying on their representations to that effect.**

USER/Contractor:	**State of Colorado:**
City of Pueblo, a Colorado municipal corporation Legal Name of Contracting Entity	**Colorado State Fair Authority** 1001 Beulah Ave. Pueblo, CO 81004 719.561.8484
_____ Signature of Authorized Officer*	_____ Scott Stoller, General Manager
Heather Graham, Mayor Printed Name & Title of Authorized Officer	
_____ Date	_____ Date
84-6000615 FEIN	

In accordance with §24-30-202, C.R.S., this Contract is not valid until signed and dated below by the State Controller or an authorized delegate.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By:_____
Lea Cassidy, Controller Delegate

Date:_____

Docusign Envelope ID: 2BDA85EB-6F80-4981-9B4F-66B9587A1DF8

City Clerk's Office Item # R8

Background Paper for Proposed Action Item

COUNCIL MEETING DATE: October 15, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Greg Pedroza, Director Aviation

SUBJECT: AN ORDINANCE APPROVING A SUB-AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES BETWEEN DIBBLE AND ASSOCIATES CONSULTING ENGINEERS, INC., AN ARIZONA CORPORATION, AND THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, FOR ENGINEERING DESIGN AND RELATED SERVICES IN CONNECTION WITH THE CONSTRUCT HANGAR AND REHABILITATE TAXILANE (PHASE 1 DESIGN) PROJECT AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

This Ordinance approves Sub-Agreement for Professional Engineering Services between Dibble and Associates Consulting Engineers, Inc., an Arizona Corporation, and the City of Pueblo, a Colorado Municipal Corporation, for engineering design and related services in connection with the Construct Hangar and Rehabilitate Taxilane (Phase 1 Design) project.

PREVIOUS COUNCIL ACTION:

Ordinance No. 9308, passed and approved on July 9, 2018, established Project No. AP1804 – South T-Hangar #1 budgeting and appropriating funds from insurance claim for damage to t-hangars.

Ordinance No. 10728 approved June 25, 2024, accepted CDOT Grant 24-PUB-01 to reimburse the City 2.5% of the total design cost.

Ordinance No. 10774 approved September 9, 2024, accepted FAA Grant No. 3-08-0046-051-2024 to reimburse the City 95% of the total design cost.

Docusign Envelope ID: 2BDA85EB-6F80-4981-9B4F-66B9587A1DF8

BACKGROUND:

The City owned a set of ten T-Hangars that were built in the late 1970s. In May of 2015, the Airport was hit by a severe hail storm that damaged the roof. Then, in July of 2016, the T-Hangars were further damaged by a DC-10 that severely damaged the northernmost hangar unit. Insurance funds have been received to repair the damages. However, repairing the damage will only return the building to its previous condition, which is lacking. Rainwater regularly floods the hangars and the hangar doors either require extensive repairs or will need repairs in the near future. Repairing the building would not extend its useful life. The 2022 Airport Master Plan identified the need to construct new general aviation hangars and rehabilitate taxilane infrastructure at the Pueblo Memorial Airport.

Dibble and Associates Consulting Engineers, Inc., an Arizona Corporation, submitted their proposal to complete the engineering design in accordance with the master agreement as Engineer of Record for the Pueblo Memorial Airport

FINANCIAL IMPLICATIONS:

The total design cost is $245,636.44. The funds for this project will be paid from Project No. AP1804 – South T-Hangar #1. Project funds have been budgeted and appropriated in previous Ordinances.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

If this Ordinance is not approved, the project to Construct Hangar and Rehabilitate Taxilane will not occur.

RECOMMENDATION:

Approve the Ordinance.

ATTACHMENTS:

1. Dibble_AP1804 Taxilane Rehab and New Hangar 2024 Design Only

Docusign Envelope ID: 2BDA85EB-6F80-4981-9B4F-66B9587A1DF8

ORDINANCE NO. 10817

AN ORDINANCE APPROVING A SUB-AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES BETWEEN DIBBLE AND ASSOCIATES CONSULTING ENGINEERS, INC., AN ARIZONA CORPORATION, AND THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, FOR ENGINEERING DESIGN AND RELATED SERVICES IN CONNECTION WITH THE CONSTRUCT HANGAR AND REHABILITATE TAXILANE (PHASE 1 DESIGN) PROJECT AND AUTHORIZING THE MAYOR TO EXECUTE SAME

WHEREAS, the 2022 Airport Master Plan identified the need to construct new general aviation hangars and rehabilitate taxilane infrastructure at the Pueblo Memorial Airport; and

WHEREAS, Dibble and Associates Consulting Engineers, Inc., an Arizona Corporation, submitted their proposal to complete the engineering design in accordance with the master agreement as Engineer of Record for the Pueblo Memorial Airport; NOW, THEREFORE,

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

SECTION 1.

The Sub-Agreement for Professional Engineering Services between Dibble and Associates Consulting Engineers, Inc., an Arizona Corporation, and the City of Pueblo, a Colorado Municipal Corporation, to render certain professional planning, design, engineering and related services in connection with the Construct Hangar and Rehabilitate Taxilane (Phase 1 Design), a copy of which is attached hereto, having been approved as to form by the City Attorney is hereby approved. The Mayor is authorized to execute and deliver the Agreement in the name of the City and the City Clerk is authorized to affix the seal of the City thereto and to attest same.

SECTION 2.

Funds for said project shall be from Project No AP1804 – South T-Hangar #1.

SECTION 3.

The officers and staff of the City are directed and authorized to perform any and all acts consistent with the intent of this Ordinance to effectuate the policies and procedures described therein.

Docusign Envelope ID: 2BDA85EB-6F80-4981-9B4F-66B9587A1DF8

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 September 23, 2024.

Final adoption of Ordinance by City Council on October 15, 2024.

DocuSigned by:
Mark Cliff
B7A4F51823AB462...
President of City Council

Action by the Mayor:

☒ Approved on 10/17/2024 | 10:17 AM 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

Signed by:
330F90D300E24F8...
Deputy City Clerk

STANDARD FORM OF
AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

THIS AGREEMENT made and entered this 21st day of October, 2024 ("Effective Date") by and between the City of Pueblo, a Municipal Corporation (hereinafter "Owner"), and Dibble and Associates Consulting Engineers, Inc., an Arizona Corporation, doing business as Dibble Engineering, a professional engineering firm (hereinafter "Engineer"), for Engineer to render certain professional planning, design, engineering, construction administration, and related services for Owner in connection with Project No. AP1804, Project Name: Taxilane Rehab and New Hangar, hereinafter referred to as the "Project." In consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

SECTION 1. GENERAL.

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

[X] - Study and Report Phase

[X] - Preliminary Design (Schematic) Phase

[X] - Final Design Phase

[X] - Construction Documents & Bidding Phase

[ ] - Construction Phase

Upon completion of any phase, Engineer shall not proceed with work on the next phase, if any, until authorized in writing by Owner to proceed therewith.

Such services shall include all usual and customary professional engineering services and the furnishing (directly or through its professional consultants) of customary and usual civil, structural, mechanical, electrical engineering, environmental, and planning services. Engineer shall also provide any landscape engineering, surveying, and geotechnical services incident to its work on the Project.

1.2 In performing the professional services, Engineer shall complete the work items described generally in Appendix A – Scope of Services and the items identified in Section 2 of this Agreement which are applicable to each phase for which Engineer is to render professional services.

1.3 Professional engineering services (whether furnished directly or through a professional consultant subcontract) shall be performed under the direction and supervision of a registered engineer in good standing and duly licensed to practice in the State of Colorado. Reproductions of final drawings for construction produced under this Agreement shall be the same as at least one record set which shall be furnished to Owner and which shall be signed by and bear the seal of such registered engineer.

1.4 Surveying work included within or reasonably contemplated by this Agreement shall be performed under the direction and supervision of a registered Professional Land Surveyor in good standing and duly licensed to practice in the State of Colorado. All plats and surveys produced under this Agreement shall be signed by and bear the seal of said Professional Land Surveyor.

1.5 Any architect services provided under this Agreement shall be performed under the direction and supervision of an architect licensed to practice architecture in the state of Colorado.

SECTION 2. ENGINEERING SERVICES.

2.1 Study and Report Phase. If Engineer is to provide professional services with respect to the Project during the Study and Report Phase, Engineer shall:

(a) Consult with Owner to determine his requirements for the Project and review available data.

(b) Advise Owner as to the necessity of his providing or obtaining from others data or services of the types described in paragraph 2.2(c), and assist Owner in obtaining any such services.

(c) Provide special analyses of Owner's needs, planning surveys, site evaluations, and comparative studies of prospective sites and solutions.

(d) Identify and analyze requirements of governmental authorities and regulatory agencies involved in approval or permitting any aspect of Project.

(e) Provide general economic analysis of Owner's requirements applicable to various alternatives.

(f) Prepare a Report with appropriate exhibits indicating clearly the considerations involved and the alternative solutions available to Owner, and setting forth Engineer's findings and recommendations with opinions of probable costs.

(g) Furnish two (2) copies of the Report and present and review it in person with Owner.

2.2 Preliminary Design (Schematic) Phase. If Engineer is to provide professional services with respect to the Project during the Preliminary Design Phase, Engineer shall:

(a) Consult with Owner and determine the general design concept and Project requirements based upon information furnished by Owner as well as any study or Report on the Project.

(b) Prepare and submit to Owner preliminary design documents consisting of final design criteria, preliminary drawings, an outline of specifications, and written descriptions of all significant features of Project.

(c) Prepare and submit to Owner a requirements checklist of any subsurface investigation, additional data, permits, or other information and requirements which is anticipated will be necessary for the design or construction of Project.

(d) Provide written disclosure to Owner of significant design assumptions and design risks and advantages/disadvantages inherent in or presented by design alternatives, and make recommendations to Owner based thereon.

(e) Prepare and submit to Owner a preliminary cost estimate for the Project including construction cost, contingencies, professional compensation, consultant fees, costs of land and rights of way, compensation for damages and finance costs, if any.

(f) Engineer shall furnish two (2) copies of each above referenced submittal document to Owner for Owner's use, and shall review same in person with Owner.

2.3 Final Design Phase. If Engineer is to provide professional services with respect to the

Project during the Final Design Phase, Engineer shall:

(a) After consultation with the Owner, receipt of Owner's selection of any design options and review of the Preliminary Design Documents, if any, prepare and submit to Owner final Drawings showing the scope, extent, and character of the work to be performed by contractors, and Specifications describing such work and the requirements therefor. Such plans and Specifications shall comply with all applicable building codes and requirements of regulatory agencies having any approval authority, including but not limited to any requirements of the Federal Aviation Administration. Final design, including Drawings and Specifications, shall also comply with ADA Accessibility Guidelines (ADAAG) Manual developed by the U. S. Architectural and Transportation Barriers Board (1998) or ADA Standards for Accessible Design published at 28 C.F.R. Part 36, Appendix A, whichever is applicable. **Engineer shall include an attest statement on each record drawing sheet of final plan drawings that certifies compliance with either the ADAAG Manual or 28 CFR Part 36 Standards.**

(b) Make reasonable revisions to the Drawings and Specifications requested by Owner, informing the Owner of any change in probable construction costs as a result of such revisions.

(c) Provide technical criteria, written descriptions and design data for Owner's use, and disclose any significant risks and advantages/disadvantages inherent in or presented by design choices.

(d) Based upon Engineer's best professional judgment, prepare and submit to Owner a current detailed cost estimate for the Project including construction cost, contingencies, professional compensation, consultant fees, land and right of way costs, damages, and finance costs, if any.

(e) Engineer shall furnish two (2) copies of each above referenced submittal document to Owner for Owner's use and shall review same in person with Owner.

2.4 Construction Documents & Bidding Phase. If Engineer is to provide professional services with respect to the Project during the Construction Documents & Bidding Phase, Engineer shall:

(a) Prepare and submit to Owner draft forms of contract agreement, general and special conditions, bid forms invitations to bid, information for bidders, forms of warranty and including any special requirements imposed upon such contracts by any federal or other funding source and by any regulatory agency. In preparing such draft forms, Engineer shall consider and incorporate, to the extent both advisable and feasible, owner's standard forms of agreement, warranty, payment and performance bonds, general conditions and selected specifications.

(b) After review and comment by Owner, prepare and submit all deliverables identified in Appendix A to this Agreement, final forms of contract agreement, general and special conditions, Drawings, specifications, bid forms, invitations to bid, information for bidders, and forms of warranty, together with any Addenda which may be required or appropriate to correct errors, clarify Drawings or Specifications or advise of changes. Two (2) copies of these final bid documents shall be furnished to Owner. Unless otherwise specified in Appendix A, a copy of all contract documents and drawings shall also be submitted to Owner in Microsoft Word and AutoCAD (2018 or later version) format on electronic media.

(c) Make recommendations to Owner concerning the need for prequalification of equipment, vendors or bidders, and, if requested by Owner, incorporate prequalification requirements in final bid and construction contract documents.

(d) Attend a pre-bid conference with bidders to discuss Project requirements and receive requests for clarification, if any, to be answered by Engineer in writing to all plan holders.

(e) Consult with and make recommendations to Owner concerning: acceptability of

bidders, subcontractors, suppliers, materials, equipment, suitability of proposed "or equals", amount of bids and any other matter involved in consideration and review of bids and bidders upon which Owner may reasonably request Engineer's advice.

2.5 Construction Phase. If Engineer is to provide professional services with respect to the Project during the Construction Phase, after award by the Owner of a general contract or contracts for construction of the Project, Engineer shall:

(a) Perform all duties and functions to be performed by Engineer under the terms of the construction contract.

(b) Visit the Project site, perform observations as to the progress and quality of the work and advise the Owner as to same. The frequency and level of observation shall be commensurate with the nature of the work and size of the Project, except that any specific provisions set forth in Appendix A - Scope of Services concerning the level of observation shall determine Engineer's obligation concerning level of observation.

(c) Make determinations as to whether the work is proceeding in accordance and compliance with the construction contract documents.

(d) Promptly advise the Owner in writing of any omissions, substitutions, defects or deficiencies noted in the work of any contractor, subcontractor, supplier or vendor on the Project.

(e) Reject any work on the Project that does not conform to the contract documents.

(f) On request of the Owner, the construction contractor or any subcontractor on the Project, issue written interpretations as to the Drawings and Specifications and requirements of the construction work.

(g) Review shop drawings, samples, product data and other submittals of the contractor for conformance with the design concept of Project and compliance with the Drawings, Specifications and all other contract documents, and indicate to Contractor and Owner with respect thereto, any exceptions noted, or modification or resubmittals required.

(h) Review all applications of Contractor for payment and in connection with same, issue certificates for payment to the Owner for such amounts as are properly payable under the terms of the construction contract. Each such certificate shall constitute Engineer's representation to Owner that he has inspected the Project and that to the best of his knowledge, the work for which payment has been sought has been completed by Contractor in accordance with the Drawings, Specifications and other contract documents.

(i) Subject to written concurrence by Owner, promptly render a written recommendation to Owner concerning all proposed substitutions of material and equipment.

(j) Draft, for Owner's consideration, and offer recommendations upon, all proposed change orders and contract modifications.

(k) On application for final payment by the Contractor, make a final inspection of the Project, assembling and delivering to the Owner any written guaranties, instructions manuals, as-built drawings, diagrams, and charts required by the contract documents, and issuing a certificate of final completion of the Project.

(l) The Engineer shall, if so provided in the construction contract, be the interpreter of

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

2.6 Additional Responsibilities. This paragraph applies to all phases of Engineer's work.

(a) Engineer shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all of Engineer's work, including that performed by Engineer's consultants, and including designs, Drawings, Specifications, reports and other services, irrespective of Owner's approval or acquiescence in same. Engineer shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in the work.

(b) Engineer shall be responsible, in accordance with applicable law, to Owner for all loss or damage to Owner caused by Engineer's negligent act or omission; and Engineer hereby irrevocably waives and excuses Owner and its attorneys from compliance with any requirement to obtain a certificate of review as a condition precedent to commencement of an action, including any such requirements set forth in Section 13-20-602, C.R.S., or similar statute.

(c) Engineer's professional responsibility shall comply with the standard of care applicable to the type of engineering and architectural services provided, commensurate with the size, scope, and nature of the Project.

(d) Engineer shall be completely responsible for the safety of Engineer's employees, subcontractors, and consultants in the execution of work under this Agreement, shall provide all necessary safety equipment for said employees, subcontractors, and consultants and shall hold harmless and indemnify and defend Owner from any and all claims, suits, loss or injury to Engineer's employees, subcontractors, and consultants.

(e) Engineer acknowledges that, due to the nature of engineering and related professional services and the impact of same on the Project, the Owner has a substantial interest in the personnel and consultants to whom Engineer assigns principal responsibility for services performed under this Agreement. Consequently, Engineer represents that Engineer has selected and intends to employ or assign the key personnel and consultants identified in Appendix C - "Identification of Personnel, Subcontractors and Task Responsibility," attached hereto for the Project assignments and areas of responsibility stated therein. Within 10 days of execution of this Agreement, Owner shall have the right to object in writing to employment on the Project of any such key person, consultant or assignment of principal responsibility, in which case Engineer will employ alternate personnel for such function or reassign such responsibility to another to whom Owner has no reasonable objection. Thereafter, Engineer shall not assign or reassign Project work to any person to whom Owner has reasonable objection.

Within five (5) days of execution of this Agreement, Engineer shall designate in writing a Project representative who shall have complete authority to bind Engineer, and to whom Owner should address communications.

(f) Promptly after execution of this Agreement and upon receipt of authorization from Owner to proceed, Engineer shall submit to Owner for approval a schedule showing the order in which Engineer proposes to accomplish his work, with dates on which he will commence and complete each major work item. The schedule shall provide for performance of the work in a timely manner so as to not delay Owner's time table for achievement of interim tasks and final completion of Project work, provided however,

the Engineer will not be responsible for delays beyond his control.

(g) Before undertaking any work which Engineer considers beyond or in addition to the scope of work and services which Engineer has contractually agreed to perform under the terms of this Agreement, Engineer shall advise Owner in writing (i) that Engineer considers the work beyond the scope of this Agreement, (ii) the reasons the Engineer believes the out of scope or additional work should be performed, and (iii) a reasonable estimate of the cost of such work. Engineer shall not proceed with such out of scope or additional work until authorized in writing by Owner. The compensation for such authorized work shall be negotiated, but in the event the parties fail to negotiate or are unable to agree as to compensation, then Engineer shall be compensated for his direct costs and professional time at the rates set forth in Appendix B - "Fee Schedule".

2.7 Requirements Where Federal Assistance Provided.

(a) Engineer understands that Owner will be funding the Project in part or in whole by grants or loans from the Department of Transportation, Federal Aviation Administration (the "Federal Agency"). Engineer agrees it is subject to and shall comply with all applicable grant or loan conditions and the regulations of the Federal Agency which apply to the work under this Agreement, whether referenced in Appendix A or not. All applicable loan or grant conditions and regulations of the Federal Agency are incorporated into this Agreement by reference.

(b) Owner shall pay Engineer for work completed in accordance with the terms of this Agreement. Engineer understands and accepts that Owner is seeking reimbursement for the Project through applicable Federal loans or grants. Should the applicable Federal Agency indicate that loans or grants shall not be granted or approved by the Agency, performance under this Agreement shall be placed on hold until such time as the funds are granted and approved, except that no such extension shall continue past the expiration of the initial term of the master agreement approved through City of Pueblo Resolution No. 13785. Should Owner determine in its sole discretion that grant or approval of the required funds is impossible or unlikely, this Agreement shall terminate immediately upon notice from Owner and Owner shall not be liable for any cost or fee under this Agreement.

SECTION 3. OWNER'S RESPONSIBILITIES

3.1 Owner shall:

(a) Designate a representative to whom all communications from Engineer shall be directed and who shall have limited administrative authority on behalf of Owner to receive and transmit information and make decisions with respect to Project. Said representative shall not, however, have authority to bind Owner as to matters of legislative or fiscal policy.

(b) Advise Engineer of Owner's Project requirements including: objective, project criteria, use and performance requirements, special considerations, physical limitations, financial constraints, and required construction contract provisions and standards.

(c) Provide Engineer with available information pertinent to the Project including any previous reports, studies, or data possessed by Owner which relates to design or construction of the Project.

(d) Assist in arranging for Engineer to have access to enter private and public property as required for Engineer to perform his services.

(e) Examine all studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer, and render written decisions pertaining thereto within a reasonable time. The Owner's approval of Drawings, design, Specifications, reports, and incidental engineering work

or materials furnished hereunder shall not in any way relieve the Engineer of responsibility for the professional adequacy of his work. The Owner's review, approval or acceptance of, or payment for, any of the services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

(f) Upon advice of the necessity to do so from Engineer, obtain required approvals and permits for the Project. The Engineer shall provide all supportive documents and exhibits necessary for obtaining said approvals and permits.

(g) Notify Engineer whenever Owner becomes aware of any substantial development or occurrence which materially affects the scope or timing of Engineer's services.

(h) Owner shall perform its obligations and render decisions within a reasonable time under the presented circumstances. However, given the nature of Owner's internal organization and requirements, a period of fourteen (14) days shall be presumed reasonable for any decision not involving policy decision or significant financial impact. A period of forty-five (45) days shall be presumed reasonable for Owner to act with respect to any matter involving policy or significant financial impact.

SECTION 4. TIME FOR PERFORMANCE.

Engineer's obligation to render services shall continue for such period of time as may reasonably be required for completion of the work contemplated in Appendix A - Scope of Services and Sections 1 and 2 of this Agreement.

SECTION 5. PAYMENT.

5.1 Owner will pay to Engineer as full compensation for all services required to be performed by Engineer under this Agreement, except for services for additional work or work beyond the scope of this Agreement, an amount not to exceed $245,636.44 in the aggregate and computed in accordance with this Section. In the event compensation for services is set forth in Appendix B as to each phase of work indicated in Section 1.1 of this Agreement, the maximum amount of compensation for any phase shall not exceed the amount specified in Appendix B for such phase, and together shall not exceed the maximum aggregate set forth herein.

5.2 Engineer shall submit periodic, but not more frequently than monthly, applications for payment, aggregating to not more than the maximum amount, for actual professional services rendered and reimbursable expenses incurred. Such applications shall be submitted with appropriate documentation that such services have been performed and expenses incurred. Thereafter, Owner shall pay Engineer for the amount of the application within forty (40) days of the date of billing, provided that sufficient documentation has been furnished, and further provided that Owner will not be required to pay more than 90% of the maximum amount unless the Engineer's services on the Project phases for which this Agreement is applicable have been completed to Owner's reasonable satisfaction and all required Engineer submittals have been provided.

5.3 The rates of compensation for service and for reimbursable expenses to be used with periodic and final payment applications shall be those set forth in Appendix B – “Fee Schedule.”

5.4 No separate or additional payment shall be made for profit, overhead, local telephone expenses, lodging, routine photocopying, computer time, secretarial or clerical time, or similar expenses unless otherwise provided and listed in Appendix B - "Fee Schedule."

5.5 No compensation shall be paid to Engineer for services required and expenditures incurred in correcting Engineer's mistakes or negligence.

5.6 Compensation for authorized work beyond the scope of this Agreement shall be governed by Paragraph 2.6(g).

Section 6. Term and Termination

6.1 Term. The term of this Agreement begins on the Effective Date and ends on December 31, 2024, unless sooner terminated in accordance with this Agreement. City reserves the right to extend the term of this Agreement in one-year increments by written acceptance of both parties.

6.2 Fund Appropriation. This agreement is expressly made subject to the limitations of the Colorado Constitution. Nothing herein shall constitute, nor be deemed to constitute, the creation of a debt or multi-year fiscal obligation or an obligation of future appropriations by the City Council of Pueblo, contrary to Article X, §20 of the Colorado Constitution or any other constitutional, statutory or charter debt limitation. Notwithstanding any other provision of this agreement, with respect to any financial obligation of City which may arise under this agreement in any fiscal year after the current year, in the event the budget or other means of appropriations for any such year fails to provide funds in sufficient amounts to discharge such obligation, such failure shall not constitute a default by or breach of this agreement. The termination of this Agreement due to lack of funding shall be without penalty to the City.

6.3 Owner reserves the right to terminate this Agreement and Engineer's performance hereunder, at any time upon written notice, either for cause or for convenience. Upon such termination, Engineer and its subcontractors shall cease all work and stop incurring expenses, and shall promptly deliver to Owner all data, drawings, specifications, reports, plans, calculations, summaries, and all other information, documents, work product, and materials as Engineer may have accumulated in performing this Agreement, together with all finished work and work in progress.

6.4 Upon termination of this Agreement for events or reasons not the fault of Engineer, Engineer shall be paid at the rates specified in Appendix B for all services rendered and reasonable costs incurred to date of termination; together with any reasonable costs incurred within ten (10) days of termination provided such latter costs could not be avoided or were incurred in mitigating loss or expenses to Engineer or Owner. In no event shall payment to Engineer upon termination exceed the maximum compensation provided for complete performance in Section 5.1.

6.5 In the event termination of this Agreement or Engineer's services is for breach of this Agreement by Engineer, or for other fault of Engineer including but not limited to any failure to timely proceed with work, or to pay its employees, engineers, and subcontractors, or to perform work according to the highest professional standards, or to perform work in a manner deemed satisfactory by Owner's Project Representative, then in that event, Engineer's entire right to compensation shall be chosen by Owner and limited to the lesser of (a) the reasonable value of completed work to Owner or (b) payment at the rates specified in Appendix B for services satisfactorily performed and reimbursable expenses reasonably incurred, prior to date of termination.

6.6 Engineer's professional responsibility for its completed work and services shall survive any termination.

SECTION 7. GENERAL PROVISIONS.

7.1 (a) Ownership of Documents. All designs, Drawings, Specifications, technical data, and other documents or instruments procured or produced by the Engineer in the performance of this Agreement shall be the sole property of the Owner and the Owner is vested with all rights therein of whatever kind and however created, whether created by common law, statutory law, or by equity. The Engineer agrees that the Owner shall have access at all reasonable times to inspect and make copies of all notes, designs,

drawings, specifications, and all other technical data pertaining to the work to be performed under this Agreement.

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

7.2 Insurance and Indemnity.

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

(b) The minimum insurance coverage which Engineer shall obtain and keep in force is as follows:

(i) Workers' Compensation Insurance complying with statutory requirements in Colorado and in any other state or states where the work is performed.

(ii) Comprehensive General and Automobile Liability Insurance with limits not less than One Million Dollars ($1,000,000.00) per person and occurrence for personal injury, including but not limited to death and bodily injury, One Million Dollars ($1,000,000.00) per occurrence for property damage, and One Million and No/100 Dollars ($1,000,000.00) for excess umbrella liability.

(iii) Professional Liability Insurance in amounts and form acceptable to Owner, and with a deductible not exceeding $50,000.00.

(c) Engineer agrees to hold harmless, defend, and indemnify Owner from and against any liability to third parties, arising out of negligent acts, errors, or omissions of Engineer, its employees, subcontractors and consultants. Engineer agrees to hold harmless, defend, and indemnify Owner from and against any liability to subcontractors and consultants, arising out of negligent acts, errors or omissions of Engineer and its employees, including claims of nonpayment. Nothing in this Agreement is intended, nor should it be construed, to create any rights, claims, or benefits or assume any liability for or on behalf of any third party, or to waive any immunities or limitations conferred under federal or state law, including but not limited to the Colorado Governmental Immunity Act, § 24-10-101 et seq., C.R.S.

7.3 Notices. Any and all notices or other communications required or permitted by this Agreement or by law to be served on or given to either the Owner or the Engineer by the other party shall be in writing and shall be deemed duly served and given when personally delivered to the party to whom it is directed, or in lieu of such personal service when deposited in the United States mail, first-class postage prepaid, addressed to the Owner, Attention: Greg Pedroza, Director of Aviation, Pueblo Memorial Airport, 31201 Bryan Circle, Pueblo, Colorado, or to the Engineer at 3020 East Camelback Road Suite 201 Phoenix, AZ 85016. Either party may change his address for the purpose of this paragraph by giving written notice of such change to the other party in the manner provided in this paragraph.

7.4 Entire Agreement. This instrument contains the entire agreement between the Owner and

the Engineer respecting the Project, and any other written or oral agreement or representation respecting the Project or the duties of either the Owner or the Engineer in relation thereto not expressly set forth in this instrument is null and void. In the event of any conflict between any provision of this Agreement and a provision of any Appendix or attachment to this Agreement, the provision in this Agreement shall control and supersede the conflicting provision in the Appendix or attachment. Any inconsistent resolution provision in any attachment to this Agreement shall be void.

7.5 Successors and Assigns. This Agreement shall be binding on the parties hereto and on their partners, heirs, executors, administrators, successors, and assigns; provided, however, that neither this Agreement, nor any part thereof, nor any moneys due or to become due hereunder to the Engineer may be assigned by him without the written consent of the Owner.

7.6 Amendments. No amendment to this Agreement shall be made nor be enforceable unless made by written Amendment signed by an authorized representative of Engineer and Owner.

7.7 Choice of Law and Venue. This Agreement shall be governed and interpreted in accordance with the laws of the State of Colorado. Venue for any action arising under this Agreement or for the enforcement of this Agreement shall be in a state court with jurisdiction located in Pueblo County, Colorado.

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

7.9 Severability. If any provision of this Agreement, except for Section 2.7, is determined to be directly contrary to and prohibited by law or the requirements of any federal grant or other Project funding source, then such provision shall be deemed void and the remainder of the Agreement enforced. However, it is the intent of the parties that Section 2.7 of this Agreement not be severable, and that if any provision of said section be determined to be contrary to law or the terms of any federal grant, then this entire Agreement shall be void.

7.10 Appropriations. Subject to the Director of Finance certifying that a balance of appropriation exists and funds are available, the amount of money appropriated for this Agreement is equal to or in excess of the maximum compensation payable hereunder; provided, however, that if construction is phased and subject to annual appropriation, funds only in the amount of initial appropriation are available and Engineer shall confirm availability of funds before proceeding with work exceeding initial and subsequent annual appropriations.

7.11 Additional Requirements on Federally Funded Contracts. If any of the work to be performed by Engineer under this Agreement is funded in whole or in part with federal funds, then this Agreement shall be construed to include all applicable terms required by the federal assistance agreement and integrated federal regulations. By executing this Agreement, Engineer agrees to be bound by all such mandatory federal requirements, irrespective of Engineer's actual knowledge or lack of knowledge of such requirements prior to execution of this Agreement.

7.12 Access to Property Not Under Owner's Control. Engineer acknowledges that the Project may require access to property not under the control of Owner at the time of execution of this Agreement. Engineer and Engineer's employees and consultants shall, at Engineer's expense, obtain all additional necessary approvals and clearances required for access to such property. Owner shall assist Engineer in obtaining access to such property at reasonable times but make no warranty or representation whatsoever regarding access to such property. Engineer understands and agrees that entry to properties not under

Owner's control may require Engineer to comply with the terms of separate access agreements to be negotiated hereafter with owners of such property.

SECTION 8. DISPUTES.

8.1 Any dispute or disagreement between Engineer and Owner arising from or relating to this Agreement or Engineer's services or right to payment hereunder shall be determined and decided by the Owner's Director of Aviation whose written decision shall be final and binding unless judicial review is sought in a Colorado Court of competent jurisdiction pursuant to Rule 106, C.R.C.P.

8.2 Pending resolution of any dispute or disagreement, or judicial review, Engineer shall proceed diligently with performance of his work under this Agreement.

SECTION 9. APPENDICES.

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

Appendix A - Scope of services consisting of _30_ pages.

Appendix B - "Fee Schedule" consisting of _1_ pages.

Appendix C - "Identification of Personnel, Subcontractors and Task Responsibility" Consisting of _1_ pages.

SECTION 10. ACCESSIBILITY.

The Americans with Disabilities Act (ADA) provides that it is a violation of the ADA to design and construct a facility for first occupancy later than January 26, 1993, that does not meet the accessibility and usability requirements of the ADA, except where an entity can demonstrate that it is structurally impractical to meet such requirements. The Engineer therefore, will use his or her best reasonable professional efforts to implement applicable ADA requirements and other federal, state, and local laws, rules codes, ordinances, and regulations as they apply to the Project.

SECTION 11. STATE-IMPOSED MANDATES PROHIBITING ILLEGAL ALIENS FROM PERFORMING WORK.

(a) At or prior to the time for execution of this Agreement, Engineer shall submit to the Purchasing Agent of the City its certification that it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement and that the Engineer will participate in either the "E-Verify Program" created in Public Law 208, 104th Congress, as amended and expanded in Public Law 156, 108th Congress, as amended, that is administered by the United States Department of Homeland Security or the "Department Program" established pursuant to section 8-17.5-102(5)(c), C.R.S. that is administered by the Colorado Department of Labor and Employment in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

(b) Engineer shall not:

(I) Knowingly employ or contract with an illegal alien to perform work under this contract;

(II) Enter into a contract with a subconsultant that fails to certify to Engineer that the subconsultant shall not knowingly employ or contract with an illegal alien to perform work under this contract.

(c) The following state-imposed requirements apply to this contract:

(I) The Engineer shall have confirmed or attempted to confirm the employment eligibility of all of its employees who are newly hired for employment to perform work under this Agreement through participation in either the E-Verify Program or the Department Program.

(II) The Engineer is prohibited from using the E-Verify Program or Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

(III) If the Engineer obtains actual knowledge that a subconsultant performing work under this Agreement knowingly employs or contracts with an illegal alien to perform work under this Agreement, the Engineer shall be required to:

A. Notify the subconsultant and the Purchasing Agent of the City within three (3) days that the Engineer has actual knowledge that the subconsultant is employing or contracting with an illegal alien; and

B. Terminate the subcontract with the subconsultant if within three (3) days of receiving the notice required pursuant to subparagraph (c)(III)A above, the subconsultant does not stop employing or contracting with the illegal alien; except that the Engineer shall not terminate the contract with the subconsultant if, during such three (3) days, the subconsultant provides information to establish that the subconsultant has not knowingly employed or contracted with an illegal alien.

(IV) The Engineer is required to comply with any reasonable request by the Colorado Department of Labor and Employment (hereinafter referred to as "CDLE") made in the course of an investigation that CDLE is undertaking pursuant to its authority under §8-17.5-102(5), C.R.S.

(d) Violation of this Section by the Engineer shall constitute a material breach of contract and grounds for immediate termination. In the event of such termination, the Engineer shall be liable for Owner's actual and consequential damages.

(e) Nothing in this Section shall be construed as requiring the Engineer to violate any terms of participation in the E-Verify Program.

(f) Violation of this Section 11 by the Engineer shall constitute a material breach of contract and grounds for immediate termination. In the event of such termination, the Engineer shall be liable for Owner's actual and consequential damages.

(g) As used in this Section 11, the term "subconsultant" shall mean any subconsultant or subcontractor of Engineer rendering services with the scope of this Agreement.

SECTION 12. PERA LIABILITY

The Engineer shall reimburse the Owner for the full amount of any employer contribution required to be paid by the City of Pueblo to the Public Employees' Retirement Association ("PERA") for salary or other compensation paid to a PERA retiree performing contracted services for Owner under this Agreement. Engineer has submitted to Owner a completed form listing any PERA retirees employed by Engineer and shall update said form with Owner at any time a PERA retiree is hired by Engineer.

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

CITY OF PUEBLO, A MUNICIPAL CORPORATION

By: _____
Heather Graham, Mayor

Attest: _____
City Clerk

[S E A L]

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

_____
Director of Finance

APPROVED AS TO FORM:

_____
City Attorney

DIBBLE AND ASSOCIATES CONSULTING ENGINEERS, INC.

Name: Jared Bass, P.E.
By: _____
Title: Vice President

Docusign Envelope ID: 4A56F286-2663-4167-A41C-909C7C824199

City Clerk's Office Item # S1

Background Paper for Proposed Action Item

COUNCIL MEETING DATE: October 15, 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 EMERGENCY ORDINANCE ESTABLISHING PROJECT NO. HS2480 HOMELESS SHELTER OPERATIONS, APPROVING THE TRANSFER, BUDGET, AND APPROPRIATION OF $200,000.00 FROM PROJECT NO. HO2460 HOME MATCH ACCOUNT TO PROJECT NO. HS2480 FOR HOMELESS SHELTER STAFFING, SECURITY, AND OPERATIONS

SUMMARY:

This emergency Ordinance approves the transfer, budget, and appropriation of $200,000.00 from the HOME Investment Partnerships Fund grant matching account to Project Account HS2480 for expenses related to the daily operations of the homeless shelter located at 728 W 4th Street and the cold weather shelter located at 710 W. 4th Street.

PREVIOUS COUNCIL ACTION:

Project No. HO2460 was authorized during the Council's adoption of the annual budget, Ordinance 10608, November 27, 2023.

BACKGROUND:

The Pueblo Rescue Mission notified the City on 10/2/2024 of the Rescue Mission's imminent closure of shelter operations during an Emergency Meeting held at the Pueblo County United Way offices. In the meeting, two board members for the Pueblo Rescue Mission detailed the agency's status concerning the resignation of board members, the resignation of the executive director, the agency's current reserves, and, based on the current reserves, the shelter's estimated operational timeline. There wasn't a consensus among the board members on the exact closure date. Still, neither indicated that operations were feasible much beyond 30 days. Closure of the Pueblo Rescue Mission without immediate alternatives will leave hundreds of unhoused individuals without shelter during a time of year when the weather is turning

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substantially colder. Allocation of the funds to allow the City to enter into subrecipient agreements for services, is necessary to protect the health and safety of the City's unhoused population.

FINANCIAL IMPLICATIONS:

To access the 2024 HOME funds, the City is required to provide a grant match of $176,620.00. The match can be made in cash or cash equivalent. Through the donation of land and reduction of fees charged to developers of HOME-assisted affordable housing projects, the City has accumulated enough match credit to offset this cash expenditure and maintain the City's commitment to the U.S. Department of Housing and Urban Development.

BOARD/COMMISSION RECOMMENDATION:

None

STAKEHOLDER PROCESS:

None

ALTERNATIVES:

The City could elect not to approve this ordinance, select an alternate method to provide shelter to those experiencing homelessness, or take no action.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

None

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ORDINANCE NO. 10818

AN EMERGENCY ORDINANCE ESTABLISHING PROJECT NO. HS2480 HOMELESS SHELTER OPERATIONS, APPROVING THE TRANSFER, BUDGET, AND APPROPRIATION OF $200,000.00 FROM PROJECT NO. HO2460 HOME MATCH ACCOUNT TO PROJECT NO. HS2480 FOR HOMELESS SHELTER STAFFING, SECURITY, AND OPERATIONS

WHEREAS, there exists a need for the operation of a permanent homeless shelter in the City of Pueblo; and

WHEREAS, there exists a need for the operation of an emergency warming shelter during extreme cold weather events in the City of Pueblo; and

WHEREAS, the Pueblo Rescue Mission, a nonprofit corporation located at 728 W. 4th Street, Pueblo, Colorado, has notified the community that its closure is imminent, leaving hundreds of unhoused without shelter or services;

WHEREAS, the immediate provision of shelter and basic services is necessary to protect the health and safety of the unhoused population; Now, THEREFORE,

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

SECTION 1.

Project number HS2480 – Homeless Shelter Operations is hereby created.

SECTION 2.

Funds in the amount of $200,000.00 are hereby transferred from the 251 Fund, Project No. HO2460 to Project No. HS2480 for expenses related to the staffing, security, and operations of a homeless shelter and the staffing, security, and operations of an emergency warming shelter during weather declaration.

SECTION 3.

The Mayor is hereby authorized to execute subrecipient agreements with qualified shelter operators, security firms, service providers, and non-profit entities providing individual services necessary to maintain shelter operations, absent of a single entity with the ability to provide needed services within the time constraints. All subrecipient agreements shall be approved as to form by the City Attorney.

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.

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SECTION 5.

If any section, paragraph, clause, or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Ordinance.

SECTION 6.

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

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on October 15, 2024.

Final adoption of Ordinance by City Council on October 15, 2024.

DocuSigned by:
Mark Cliff
B7A4F51823AB402...
President of City Council

Action by the Mayor:

☐ Approved on 10/17/2024 | 1:02 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

Signed by:
330F90D300E24F8...
Deputy City Clerk

Docusign Envelope ID: 9BFBCAC8-AB6C-4CCF-8498-28C1BF9D5CEF

City Clerk's Office Item # S2

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: October 15, 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 EMERGENCY ORDINANCE APPROVING A SUBRECIPIENT AGREEMENT BY AND BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND THE PUEBLO RESCUE MISSION, A COLORADO NONPROFIT CORPORATION FOR THE OPERATION OF A HOMELESS SHELTER, AND ACCEPTING THE TRANSFER OF CERTAIN REAL PROPERTY LOCATED AT 710 W. 4TH STREET AND 728 W. 4TH STREET TO THE CITY

SUMMARY:

This Emergency Ordinance approves a Subrecipient Agreement with the Pueblo Rescue Mission for the operation of a homeless shelter and accepts the transfer of certain real property located at 710 W. 4th Street and 728 W. 4th Street to the City.

PREVIOUS COUNCIL ACTION:

Project No. HO2460 was authorized during the Council's adoption of the annual budget, Ordinance 10608, November 27, 2023.

BACKGROUND:

On October 25, 2023, the City entered into a Subrecipient Agreement with the Pueblo Rescue Mission by which Subrecipient executed a Promissory Note in favor of the City in the amount of $400,000 (the "Promissory Note") and thereafter, the City disbursed $365,000 to Subrecipient for the purchase of real property located at 710 W. 4th Street, Pueblo, CO 81003 (the "710 Property") with the remaining funds of $35,000 to be held and later disbursed for repairs and improvements to the Property. The Pueblo Rescue Mission breached the Subrecipient Agreement and therefore, the City terminated the prior Subrecipient Agreement on July 19, 2024. The Pueblo Rescue Mission is transferring the 710 Property back to the City pursuant to the terms of the prior Subrecipient Agreement.

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On October 2, 2024, the Pueblo Rescue Mission notified the City and other community partners of its intention to dissolve and cease operations no later than December 31, 2024. It represented that its available funds will be exhausted in approximately two months. The Pueblo Rescue Mission is the only full-time homeless shelter in the City of Pueblo. Closure of the shelter will leave hundreds of unhoused individuals without shelter during a time of year when the weather is turning substantially colder.

To avoid the dire consequences associated with the immediate closure of the Pueblo Rescue Mission, this Emergency Ordinance will allow the City to take ownership of the 710 Property as well as the other property owned by the Pueblo Rescue Mission at 728 W. 4th Street (the "728 Property"). The 710 Property is valued at $365,000 based upon the amount paid to purchase the building in October 2023. The 728 Property is valued at $120,339 based upon the Pueblo County Assessor's 2024 Value.

Pursuant to the new Subrecipient Agreement, the City will pay for all utilities, repair, and maintenance for both buildings. The Pueblo Rescue Mission will continue to employ staff to operate the shelters while the City seeks a new contractor to operate the shelters pursuant to the City's competitive bidding process. Upon submission of certified payroll reports, the City may reimburse the Pueblo Rescue Mission for payroll should it lack sufficient funds to meet that obligation.

The City will provide operational and fiscal oversight of the Pueblo Rescue Mission until termination of the Subrecipient Agreement. The term of the Subrecipient Agreement is from October 15, 2024, until December 31, 2024, but can be extended upon agreement of the parties if necessary.

FINANCIAL IMPLICATIONS:

The estimated operation costs, including salaries, for the Pueblo Rescue Mission is $30,000 per month. The City will also pay outstanding sewer repair fees in the amount of $23,021.78 directly to the contractor completing the repairs. Funds to pay these expenses are available from the 2024 HOME funds, the City is required to provide a grant match of $176,620.00. The match can be made in cash or cash equivalent. Through the donation of land and reduction of fees charged to developers of HOME-assisted affordable housing projects, the City has accumulated enough match credit to offset this cash expenditure and maintain the City's commitment to the U.S. Department of Housing and Urban Development. An Emergency Ordinance to approve the use of these funds for this project has been submitted contemporaneously herewith.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

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ALTERNATIVES:

The City could elect not to approve this Ordinance, select an alternate method to provide shelter to those experiencing homelessness, or take no action.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. Subrecipient Agreement Rescue Mission-Shelter Operations 2024
2. Quit claim deed - Pueblo Rescue Mission 728 W 4th Street
3. Quit claim deed - Pueblo Rescue Mission 710 W 4th Street

Docusign Envelope ID: 9BFBCAC8-AB6C-4CCF-8498-28C1BF9D5CEF

ORDINANCE NO. 10819

AN EMERGENCY ORDINANCE APPROVING A SUBRECIPIENT AGREEMENT BY AND BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND THE PUEBLO RESCUE MISSION, A COLORADO NONPROFIT CORPORATION FOR THE OPERATION OF A HOMELESS SHELTER, AND ACCEPTING THE TRANSFER OF CERTAIN REAL PROPERTY LOCATED AT 710 W. 4TH STREET AND 728 W. 4TH STREET TO THE CITY

WHEREAS, there exists a need for the operation of a permanent homeless shelter in the City of Pueblo; and

WHEREAS, there exists a need for the operation of an emergency warming shelter during extreme cold weather events in the City of Pueblo; and

WHEREAS, the Pueblo Rescue Mission, a nonprofit corporation has notified the community that its closure is imminent leaving hundreds of unhoused without shelter or services; and

WHEREAS, the immediate provision of shelter and basic services is necessary to protect the health and safety of the unhoused population; NOW, THEREFORE,

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

SECTION 1.

The Subrecipient Agreement between the City of Pueblo, a Colorado Municipal Corporation and the Pueblo Rescue Mission, a Colorado nonprofit corporation, a copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

The City accepts the transfer by Quit Claim Deeds, copies of which are attached hereto, having been approved as to form by the City Attorney, certain real property located at 710 W. 4th Street, Pueblo, Colorado and 728 W. 4th Street, Pueblo, Colorado.

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.

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.

Docusign Envelope ID: 9BFBCAC8-AB6C-4CCF-8498-28C1BF9D5CEF

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 October 15, 2024.

Final adoption of Ordinance by City Council on October 15, 2024.

DocuSigned by:
Mark Alliff
B7A4F51823AB462...
President of City Council

Action by the Mayor:

☒ Approved on 10/17/2024 | 1:01 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

Signed by:
330F90D300E24F8...
Deputy City Clerk

AGREEMENT FOR COMMUNITY DEVELOPMENT SERVICES
(Subrecipient Agreement)
(Non-profit entity)

THIS AGREEMENT ("Agreement") is made and entered into on the last date signed below by and between the City of Pueblo, a Municipal Corporation, hereinafter referred to as the "City" and Pueblo Rescue Mission, a nonprofit entity, 728 West 4th Street, Pueblo, CO 81003, hereinafter referred to as the "Subrecipient" for Homeless Shelter Operations Program, **HS2480** (collectively referred to as "Parties").

WITNESSETH THAT:

WHEREAS, the City has entered grant agreements with the U.S. Department of Housing and Urban Development ("HUD") whereby federal financial assistance may be made available to the City under Title I of the Housing and Community Development Act of 1974, as amended to date; and

WHEREAS, pursuant to such grant agreements the City is undertaking certain activities necessary for the execution of a project situated in the project area described in the Scope of Services; and

WHEREAS, the City desires to disburse funds to the Subrecipient to execute certain projects and/or perform certain services in connection with such undertaking of the City; and

WHEREAS, City and Subrecipient previously entered into a CV Subrecipient Agreement ("Prior Agreement") on or about October 25, 2023 by which Subrecipient executed a Promissory Note in favor of the City in the amount of $400,000 (the "Promissory Note") and thereafter, the City disbursed $365,000 to Subrecipient for the purchase of real property located at 710 W. 4th Street, Pueblo, CO 81003 (the " 710 Property") with the remaining funds of $35,000 to be held and later disbursed for repairs and improvements to the Property; and

WHEREAS, the Promissory Note was secured by a Deed of Trust against the 710 Property; and

WHEREAS, the City terminated the Prior Agreement;

WHEREAS, it is the intent of Subrecipient to dissolve and cease operations by December 31, 2024; and

WHEREAS, the 710 Property will continue to be used as an emergency warming shelter and the Parties desire to enter into a new agreement for the provision of these services through December 31, 2024, or until Subrecipient completes the dissolution process, whichever occurs first; and

WHEREAS, Subrecipient owns the real property located at 728 W. 4th Street, Pueblo, CO 81003 and desires to transfer that property to the City for continued use as a homeless shelter; and

WHEREAS, Subrecipient has represented to the City that is duly qualified, eligible, able, and willing to undertake certain projects and/or services identified herein and in the Scope of Services attached hereto.

NOW, THEREFORE, in consideration of the foregoing recitals and the terms and conditions set forth herein, the parties hereto do mutually agree as follows:

1. TERMINATION OF PREVIOUS AGREEMENT AND TRANSFER OF 710 PROPERTY

(a) The Prior Agreement between the City and Subrecipient was terminated by the City on July 19, 2024. The Parties no longer have any obligation one to the other pursuant to the Prior Agreement. This Agreement supersedes all previous agreements between the parties relating to the 710 Property, verbal or written.

(b) On October 4, 2024, Subrecipient executed a Quit Claim Deed a copy of which is attached hereto as Exhibit A, transferring the 710 Property to the City (hereinafter "Quit Claim Deed"). The City shall hereafter record the Quit Claim Deed in the Pueblo County real property records by filing the same with the Pueblo County Clerk and Recorder.

(c) The Promissory Note previously executed by Subrecipient in the amount of $400,000 is hereby cancelled. A copy of the cancelled Promissory Note is attached hereto as Exhibit B.

(d) The Deed of Trust against the 710 Property and securing the Promissory Note is hereby released. The City shall record the Release of Deed of Trust attached hereto as Exhibit C in the Pueblo County real property records for Pueblo County by filing the same with the Pueblo County Clerk and Recorder.

2. TRANSFER OF 728 W. 4th STREET

(a) Subrecipient shall transfer by Quit Claim Deed the property owned by it located at 728 W. 4th Street, Pueblo, Colorado 81003 and legally described as:

LOTS 18-24 BLK 3 THATCHER + GAST SUB
FORMERLY 05-362-05-007, -013, -018, -019

(hereinafter the "728 Property").

(b) City shall use the 728 Property to serve the needs of the unhoused population of Pueblo.

3. SCOPE OF SERVICES; RESPONSIBILITIES OF SUBRECIPIENT

(a) Subrecipient shall continuously operate the 728 Property as a full-time, seven-day a week, consistent and ongoing homeless shelter for individuals within Pueblo, Colorado. Subrecipient shall operate an emergency shelter during all emergencies declared by the Mayor of the City of Pueblo in the 710 Property for individuals within Pueblo, Colorado pursuant to this Agreement. Provided Subrecipient continuously operates the ongoing homeless and emergency shelters, responds to all emergencies declared by the Mayor of the City of Pueblo, and has complied with all terms and conditions of this Agreement, Subrecipient may also use the 710 and 728 Properties as administrative office space, navigation programming space, drug, or alcohol treatment services, and for other services to address the needs of the City's homeless population.

(b) Subrecipient agrees to satisfactorily perform and complete all services and items of work, and furnish all labor and materials encompassed within or reasonably necessary to accomplish the tasks and functions described in paragraph (a) and in the Scope of Services attached hereto as

Exhibit D and incorporated herein by reference, in full compliance with all provisions of this Agreement.

(c) Subrecipient warrants and represents that it: (i) has the requisite authority and capacity to perform all terms and conditions on Subrecipient's part to be performed hereunder; (ii) that it is duly organized as a non-profit organization under state law and is in good standing with the Secretary of State of Colorado; (iii) that it is fully aware of and understands its duty to perform all functions and services in accordance with the regulatory requirements of 24 CFR Part 570 and those identified in Exhibit E hereto; and (iv) that it is accepting federal financial assistance hereunder subject to certain mandatory repayment provisions.

(d) Subrecipient shall employ and pay all staff necessary to operate the ongoing homeless shelter at the 728 Property and emergency shelter at the 710 Property. Subrecipient shall provide to the City certified payroll for each pay period and monthly financial statements/reports. Should Subrecipient lack sufficient funds to make payroll for any given pay period, the City will pay to Subrecipient the amount necessary to pay Subrecipient's employees pursuant to the certified payroll submitted to the City. Subrecipient shall promptly provide the City with any additional financial records and backup documentation upon request.

4. RESPONSIBILITIES OF THE CITY

The City shall designate a representative of the City who will be authorized to make all necessary decisions required of the City on behalf of the City in connection with the performance of this Agreement and the disbursement of funds in connection with the program. In the absence of such a designation, the Mayor shall be deemed as City's authorized representative.

5. LEASE AGREEMENT

(a) The City will lease to Subrecipient the 710 Property and 728 Propery until December 31, 2024 ("Lease Term").

(b) The City shall suspend all rent, and Subrecipient shall owe no monthly rent payment, for each month it fully complies with the terms and conditions of this Agreement. Suspension of the rent for Subrecipient is subject to all of the following requirements, which shall be conditions precedent to the suspension: (i) that Subrecipient will continuously operate the 710 Property as an emergency shelter for unhoused individuals in the City of Pueblo and responded to every emergency declaration by housing individuals as necessary, (ii) that Subrecipient will continuously operate the 728 Property as a full-time, seven-day a week, consistent and ongoing homeless shelter, (iii) provide all reports and financial documentation required, (iv) that Subrecipient is not in default of any material provision of this Agreement nor applicable law or regulation, (v) that all expenditures and services provided by Subrecipient for which rent was suspended were made for and in furtherance of an approved project and are an eligible use of federal assistance under the Act and federal regulations, and (vi) that City has timely received from HUD sufficient federal assistance under the Act to make the payment or reimbursement hereunder.

(c) Payment hereunder is also subject to and may only be disbursed in accordance with applicable HUD regulations including but not limited to those at 24 CFR Part 570, as presently promulgated and as same may be revised from time to time in the future, all other terms of this

Agreement, and any special provisions in the Scope of Services. All Rent suspended hereunder is subject to repayment by Subrecipient as provided in 24 CFR Part 570.

(d) The aggregate of all Rent suspended hereunder shall not exceed ___N/A_____.

(e) The City shall pay all utilities, maintenance, and repairs for the 710 Property and 728 Property for the duration of the Lease Term.

6. TERM OF AGREEMENT

The term of this Agreement shall be from **October 15, 2024 to December 31, 2025** (the "Initial Term"), unless extended together with the Lease Agreement, or sooner terminated as herein provided. Upon expiration of the Initial Term, the Parties may extend this Agreement for an agreed upon term, provided Subrecipient has complied with all the terms and conditions of the Lease Agreement and this Agreement. Either Party may exercise this option by sending written notice to the other prior to the end of the Initial Term. The City reserves the right to deny for any reason a request for extension of the Initial Term.

7. TERMINATION OF AGREEMENT

(a) For Cause: This Agreement may be terminated by City for cause, including any nonperformance by the Subrecipient, upon five (5) days written notice to Subrecipient including a statement of the reasons therefore, and after an opportunity for a hearing has been afforded. If a hearing is requested, it shall be held before the City's Director of Housing and Citizen Services whose decision shall be final. The determination of the City as to the cause of termination and the appropriateness thereof shall be final and binding upon both City and Subrecipient. In accordance with 24 CFR Part 570, cause for termination shall include any material failure by Subrecipient to comply with any term of this Agreement.

(b) For Convenience: This Agreement may be terminated for convenience in accordance with the provisions of 24 CFR Part 570. This Agreement shall automatically terminate at the end of its term, unless extended by the City in writing, as well as in the event of any suspension, reduction, or non-receipt of Community Development funds by City.

(c) Post Termination Procedures: In the event of termination, the Lease Agreement between the Parties will automatically terminate, all property acquired by Subrecipient with grant funds, all grant funds, program income, and loans originated with grant funds or by payments therefrom and payments received under such mortgage loans held, owned or retained by the Subrecipient shall immediately become the sole and separate property of the City and the Subrecipient shall perform all acts and execute all instruments necessary to transfer and assign such property, funds, income, and mortgage loans to City. Everything finished or unfinished documents, data, studies, reports, and work product prepared by the Sub recipient under this Agreement or with grant funds shall, at the option of the City, become City's property and the Subrecipient shall be entitled to receive just and equitable compensation only for satisfactory work completed for which compensation has not previously been paid nor reimbursement made.

8. ASSIGNABILITY

This Agreement shall not be assigned or transferred by the Subrecipient without the prior written consent of the City. Any assignment or attempted assignment made in violation of this provision shall, at City's election, be deemed void and of no effect whatsoever.

9. CONFLICT OF INTEREST

The Subrecipient certifies and warrants that neither it nor any members of its Boards of Directors, officers or employees has or will derive any personal or financial interest or benefit from the activity or activities assisted pursuant to this Agreement, nor has an interest in any contract, subcontract or agreement with respect thereunto, nor the proceeds thereunder, either for themselves or for those with whom they have family or business ties, during their tenure and for one year thereafter. Subrecipient shall avoid all conflicts of interest which are prohibited by applicable federal regulations including but not limited to those set forth in 24 CFR Part 570 as presently promulgated and as same may be revised from time to time in the future.

10. SUBRECIPIENT RECORDS

Subrecipient shall maintain records as to all services provided, reimbursable expenses incurred in performing the Scope of Services and complete accounting records. Accounting records shall be kept on a generally recognized accounting basis and as requested by the City's auditor. The Subrecipient agrees to comply with all applicable uniform administrative requirements described or referenced in 24 CFR 570.502. The Compliance Provisions attached as Exhibit E hereto are made a part of this Agreement and Subrecipient agrees to perform and comply with same. The City, HUD, Comptroller General of the United States, the Inspector General of HUD and any of their authorized representatives, shall have the right to inspect and copy, during reasonable business hours, all books, documents, papers and records of the Subrecipient which relate to this Agreement for making an audit or examination. Upon completion of the work and end of the term of this Agreement, the City may require all Subrecipient's financial records relating to this Agreement to be turned over to City.

11. MONITORING AND EVALUATION

The City shall have the right to monitor and evaluate the progress and performance of the Subrecipient to assure that the terms of this Agreement are being satisfactorily fulfilled in accordance with HUD's, City's, and other applicable monitoring and evaluation criteria and standards. The City shall at least monthly review the Subrecipient's performance using on-site visits, progress reports required to be submitted by the Subrecipient, audit findings, disbursements transactions and contact with the Subrecipient as necessary. The Subrecipient shall furnish to the City monthly program and financial reports of its activities in such form and manner as may be requested by the City. Subrecipients shall fully cooperate with the City relating to such monitoring and evaluation. The Subrecipient shall submit a monthly report to the City setting forth the following information broken down by each day of the month:

a. Total number of men sheltered on an emergency basis at 728 W. 4th Street,
b. Total number of men sheltered on an emergency basis at the Property,
c. Total number of women sheltered on an emergency basis at 728 W. 4th Street,
d. Total number of women sheltered on an emergency basis at the Property,
e. Total number of men denied emergency shelter at 728 W. 4th Street and the justification for the denial,
f. Total number of men denied emergency shelter at the Property and the justification for the denial,
g. Total number of women denied emergency shelter at 728 W. 4th Street and the justification for the denial,

h. Total number of women denied emergency shelter at the Property and the justification for the denial,
i. The total number of men sheltered in Subrecipient's transitional (non-emergency) shelter program,
j. The total number of women sheltered in Subrecipient's transitional (non-emergency) shelter program,
k. Total number of meals provided daily, and
l. The demographics of each person receiving emergency and non-emergency shelter, including but not limited to age, race, ethnicity, gender, and veteran status.

12. SUBRECIPIENT FILES AND INFORMATION REPORTS

The Subrecipient shall maintain files containing information which shall clearly document all activities performed in conjunction with this Agreement, including, but not limited to, financial transactions, conformance with assurances, activity reports, and program income. These records shall be retained by the Subrecipient for a period of three years after the completion of the project. Activity reports shall be submitted monthly no later than the fifteenth day of the month following the end of month.

13. INDEPENDENCE OF SUBRECIPIENT

Nothing herein contained nor the relationship of Subrecipient to City, which relationship is expressly declared to be that of an independent contractor, shall make or be construed to make Subrecipient or any of Subrecipient's agents or employees the agents or employees of the City. Subrecipient shall be solely and entirely responsible for its acts and the acts of its agents, employees, and subcontractors.

14. LIABILITY, INSURANCE

(a) As to the City, Subrecipient agrees to assume the risk of all personal injury, including death and bodily injury, and damage to and destruction of property, including loss of use therefrom, caused by or sustained, in whole or in part, in conjunction with or arising out of the performance or nonperformance of this Agreement by Subrecipient or by the conditions created thereby. Subrecipient further agrees to indemnify, defend, and save harmless the City, its officers, agents, and employees, from and against all claims, liabilities, costs expenses, penalties and attorney fees arising from such injuries to persons or damages to property or based upon or arising out of the performance or nonperformance of this Agreement by Subrecipient or out of any violation by Subrecipient of any statue, ordinance, rule, or regulation.

(b) Subrecipient shall carry Commercial General Liability (CGL) insurance, covering claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work under this Agreement by the Subrecipient, Subrecipient's agents, representatives, employees, or subcontractors, and participants in any of Subrecipient's programs, with limits of insurance of not less than $500,000 for each occurrence and $1,000,000 annual aggregate. The CGL shall apply as Primary and non-contributory insurance before any other insurance or self-insurance, including any deductible maintained by or provided.

(c) Subrecipient agrees that it shall procure and will maintain during the term of this Agreement, such insurance as will protect it from claims under workers' compensation acts, claims for damages because of personal injury including bodily injury, sickness or disease or death of any

of its employees or of any person other than its employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom; and such insurance will provide for coverage in such amounts as set forth in subparagraph (c).

(d) The minimum insurance coverage which Subrecipient shall obtain and keep in force is as follows:

(i) Workers' Compensation Insurance complying with statutory requirements in Colorado.

(ii) Comprehensive General and Automobile Liability Insurance with limits not less than Six Hundred Thousand and No/100 Dollars ($600,000) per person and occurrence for personal injury, including but not limited to death and bodily injury, and Six Hundred Thousand and No/100 Dollars ($600,000) per occurrence for property damage.

(e) Subrecipient shall procure and maintain, at its own expense, hazard and fire insurance for personal property and fixtures in such amounts as to adequately protect it from loss. Subrecipient shall furnish a certificate of insurance certifying such coverage to City's Director of Finance upon execution of this Agreement.

15. CERTIFICATIONS

The Subrecipient agrees to execute and abide by the certifications contained in Exhibit F hereto, which are hereby made a part of this Agreement. Subrecipient will have any contractors or subcontractors agree to execute and abide by the certifications contained in Exhibit F to this Agreement.

16. PROGRAM INCOME; REVERSION OF ASSETS

(a) Unless otherwise authorized by City in writing, all program income shall be returned to City within 30 days of receipt by Subrecipient. In the event City authorizes Subrecipient to retain any portion of program income, it shall only be used to accomplish the work set forth in the Scope of Services, and the amount of grant funds payable by City to Subrecipient shall be adjusted as provided by 24 CFR 570.504(b)(2)(i) and (ii)

(b) Upon expiration of the term of this Agreement, or upon any prior termination, Subrecipient shall transfer to City any funds provided hereunder which are on hand at the time of expiration or termination together with any accounts receivable attributable to the use of funds provided hereunder.

(c) Any real property under Subrecipient's control that was acquired or improved in whole or in part with funds provided pursuant to this Agreement in excess of U.S. $25,000 shall either: (i) be used to meet one of the national objectives set forth in 24 CFR 570.208 until five years after expiration or termination of this Agreement, or (ii) not be used in accordance with subparagraph (c)(i), in which event Subrecipient shall pay to City an amount equal to the current market value of the property less any portion of the value attributable to expenditures of funds not provided under this Agreement for the acquisition of, or improvement to the property. The use restriction and repayment obligation set forth in this subparagraph shall survive termination or expiration of this Agreement and shall be fully enforceable and subject to collection by City or HUD in accordance with applicable laws. If requested by City,

Subrecipient shall execute a deed of trust or mortgage instrument which shall be and constitute a lien upon all real property acquired or improved with funds provided hereunder, and which shall secure all obligations of Subrecipient hereunder.

(e) In the event City incurs any costs or expenses in enforcing the requirements of this paragraph 15 or in bringing any action to recover the property or amount of any repayment obligation, City shall be entitled to recover its costs and expenses, including reasonable attorneys' fees.

17. SPECIAL REQUIREMENTS APPLICABLE TO IMPROVEMENTS TO PROPERTY

(a) In addition to all procurement requirements otherwise applicable to Subrecipient pursuant to any other provision of this Agreement or pursuant to any requirement of law or regulation incorporated in this Agreement by reference, if any portion of the funds provided to Subrecipient under this Agreement is to be used for making improvements to real property, including new construction, rehabilitation, or remodeling, then in such event Subrecipient shall comply with all requirements of this Paragraph 16.

(b) No improvements shall be undertaken to real property with funds (or reimbursement) provided hereunder unless and until: (i) plans and specifications therefore have been prepared by a registered Professional Engineer in good standing and duly licensed to practice in the State of Colorado or an Architect duly licensed and authorized to conduct a practice of architecture in the state of Colorado; (ii) such plans and specifications have been filed with the City and approved by both the City's designated representative and the City's Director of Public Works; and (iii) all construction contracts for improvements for which payment is sought from City shall have been awarded only after an open, competitive bidding process which has been approved by City's Director of Purchasing and which allows qualified contractors to reasonable participate in the competitive bidding procedures.

(c) If this Paragraph 16 is applicable, no disbursement of funds to Subrecipient shall be made by City hereunder unless and until all conditions precedent to payment specified elsewhere in this Agreement have been satisfied and Subrecipient files with City's Director of Housing and Citizen Services a written request for payment signed by an officer of Subrecipient that certifies: (i) that the amounts included in the request for payment have not been included in any prior request for payment, and (ii) that the improvements listed therein for which payment is sought have been completed in accordance with the approved plans and specifications therefore.

(d) In every contract for construction of improvements for which payment or reimbursement from City is to be provided under this Agreement, Subrecipient shall include a contract clause or clauses, approved by City's Director of Purchasing, requiring the contractor, and all of the contractor's subcontractors of all tiers, to comply with the requirements of the Davis-Bacon Act and implementing regulations, and to pay all laborers and mechanics engaged in work upon the improvements at the prevailing wage rates for such work as determined by the U.S. Department of Labor.

18. RECOGNITION OF HUD, CITY

In all printed materials, project descriptions and other activities undertaken with funds provided under this Agreement, Subrecipient shall provide recognition that funds have been provided by U.S. Department of

Housing and Urban Development and the City of Pueblo. Recognition shall be accomplished by prominent disclosure of the role of HUD and City in all such printed materials and project signage, if any.

19. PERA LIABILITY

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

20. ENTIRE AGREEMENT; AMENDMENTS

The provisions set forth in this Agreement, and all Exhibits and attachments to this Agreement, constitute the entire and complete agreement of the parties hereto and supersede all prior written and oral agreements, understandings or representations related thereto. No amendment or modification of this Agreement, and no waiver of any provisions of this Agreement shall be binding unless made in writing and executed by the duly authorized officers of both the Subrecipient and City.

21. 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.

22. RESERVATION OF RIGHTS

Failure to insist upon strict enforcement of any terms, covenants, or conditions of this Agreement shall not be deemed a waiver of such. No waiver of any breach or breaches of any provision, covenant, or condition of this Agreement shall be construed to be a waiver of any preceding or succeeding breach of such provision, covenant, or condition, or of any other provision, covenant, or condition.

23. AUTHORITY FOR SIGNATURES; ELECTRONIC SIGNATURES

(a) The persons signing this Agreement on behalf of Subrecipient represent and warrant that such persons and Subrecipient have the requisite power and authority to enter, execute and deliver this Agreement and that this Agreement is a valid and legally binding obligation of Subrecipient enforceable against Subrecipient in accordance with its terms.

(b) 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.

24. FUND AVAILABILITY; SUBJECT TO LAW

(a) Financial obligations of City, if any, after the current year in which this Agreement is signed by both parties are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available by HUD, Pueblo City Council and City executive departments. Nothing herein shall be deemed to create an ongoing financial obligation of City.

(b) 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. City may in its sole and absolute discretion terminate this Agreement for reasons of non-appropriation immediately upon written notice without causing default or breach.

(c) 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.

IN WITNESS, WHEREOF, the Subrecipient and the City have executed this Agreement as of the date first above written and under the laws of the State of Colorado.

ATTEST:

CITY OF PUEBLO,
A MUNICIPAL CORPORATION

_____
City Clerk

By_____
Heather Graham, Mayor

[S E A L]

Subrecipient:
Pueblo Rescue Mission

ATTEST:

By_____
Signature

Name_____

Title_____

By_____
Signature

Name_____

Title_____

EXHIBIT A
QUIT CLAIM DEED

EXHIBIT B
PROMISSORY NOTE (CANCELLED)

EXHIBIT C
RELEASE OF DEED OF TRUST

EXHIBIT D
SCOPE OF SERVICES

A. Principal Tasks

The Subrecipient will be responsible for administering a supportive services program for homeless, low-income individuals. The Subrecipient will administer all tasks for the aforesaid program in compliance with all applicable federal, state and local rules and regulations governing these funds and, in a manner, satisfactory to the Grantee.

The major goal of the Subrecipient's efforts under this Agreement will be as follows:

1. Subrecipient will provide supportive services such as housing, comprehensive case management services, employment services, housing and transportation assistance, medical and mental health services, including substance abuse treatment, and basic needs assistance.

B. Performance Monitoring:

The City will monitor the performance of the Subrecipient against goals and performance standards required herein. Substandard performance as determined by the City will be considered non-compliance with this agreement. If actions to correct such substandard performance are not taken by the Subrecipient within a reasonable period of time after being notified by the City contract suspension or termination procedures will be initiated.

C. Time of Performance:

Services shall start on the October 15, 2024**,** and end on the December 31, 2024. The term of this agreement and the provisions herein shall be extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds and other assets including program income.

EXHIBIT E
COMPLIANCE PROVISIONS INCORPORATED
IN A CONTRACT FOR SERVICES

1. An accounting system using the accrual basis of generally accepted accounting principles which accurately reflects all costs chargeable (paid and unpaid) to the project should the project terminate the next day is mandatory. A receipts and disbursements ledger must be maintained. A general ledger with an income and expense account for each budgeted line item is necessary. Paid invoices revealing check number, date paid and item are necessary. Paid invoices revealing check number, date paid and evidence of goods or services received are to be filed per the expense account they were charged. The City must review and approve your account system and internal controls prior to the release of funds.

2. There is no flexibility on budgets. Line items may be changed only by the City's written concurrence of a budget amendment.

3. A log listing all long-distance telephone calls must be maintained (showing date, city and agency called, person making call and person called).

4. Eligible expenses are those considered reasonable and necessary costs for the efficient operation of the program as determined by the City. All costs must be budgeted items. Request for advance or reimbursements of expenses must be accompanied by:

    1. Original invoice marked with funding source
    2. Detailed listing of each expense showing:
        a) recipient
        b) brief description of purchase
        c) amount with method of computation detailed

Cost Summary must be submitted monthly to reflect entries through the closing date for the books (indicate Closing Date on Cost Summary).

5. All employees handling funds are required to be insured by a fidelity bond.

6. The City shall not be obligated to any third parties of the Subrecipient. Each Subrecipient is further cautioned against obligating funds beyond the contract date of the agreement between the City and the Subrecipient. (Example: rent or lease agreements, service contracts, insurance, etc.)

7. The contractor will furnish the City such statements, records, data and information, and permit such interviews with personnel as the City may request to effectively monitor and evaluate the project.

8. City auditors will periodically make interim audits and may, upon completion of the project, make a final audit.

9. All records must be retained by the agency for a period of three years following the last day of each contract. (Cost summary reports must reflect actual general ledger balances.)

10. Subrecipient will have any contractors or subcontractors agree to execute and abide by the certifications contained in Exhibit "F" to this Agreement.

EXHIBIT F
CERTIFICATIONS

Subrecipient hereby certifies that the grant will be conducted and administered in compliance with:

(1) Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352; 42 U.S.C. 2000d, et seq.) and implementing regulations issued at 24 CFR Part 1;

(2) Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284; 42 U.S.C. 3601, et seq.), as amended; and that the grantee will administer all programs and activities related to housing and community development in a manner to affirmatively further fair housing;

(3) Section 109 of the Housing and Community Development Act of 1974, as amended, and the regulations issued pursuant thereto;

(4) Section 3 of the Housing and Urban Development Act of 1968, as amended;

(5) Executive Order 11246, as amended by Executive Orders 11375 and 12086, and implementing regulations issued at 41 CFR Chapter 60;

(6) Executive Order 11063, as amended by Executive Orders 12259, and implementing regulations at 24 CFR Part 107;

(7) Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended, and implementing regulations when published for effect;

(8) The Age Discrimination Act of 1975 (Pub. L. 94-135), as amended, and implementing regulations when published for effect;

(9) The relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and the HUD implementing regulations set forth in 24 CFR Part 42;

(10) Executive Order 11988 relating to the evaluation of flood hazards and Executive Order 11288 relating to the prevention, control and abatement of water pollution;

(11) The flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (Pub. L. 93-234);

(12) The applicable regulations, policies, guidelines and requirements of OMB Circular Nos. A-102, Revised, 24 CFR Part 570, and Subpart J of 24 CFR 570, A-87, A-110, A-122, A-128 and A-133 as they relate to the acceptance and use of federal funds under this federally-assisted program;

(13) The Clean Air Act (42 U.S.C. 7401 et seq.) as amended, particularly section 176 (c) and (d) [42 U.S.C. 7506 (c) and (d)];

(14) HUD environmental criteria and standards [24 CFR Part 51, Environmental Criteria and Standards];

(15) The Safe Drinking Water Act of 1974 (42 U.S.C. 201, 300 (f) et seq., and 21 U.S.C. 349) as amended, particularly section 1424 (e) (42 U.S.C. 300 (h)-303 (e));

(16) The Endangered Species Act of 1973 (16 U.S.C. 1531 et. Seq.) as amended, including but not limited to section 7 (16 U.S.C. 1536) thereof;

(17) The Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1272 et seq.) as amended, particularly section 7 (b) and (c) [16 U.S.C. 1278 (b) and (c)];

(18) The Reservoir Salvage Act of 1960 (916 U.S.C. 469 et seq.), particularly section 3 (16 U.S.C. 469a-1), as amended by the Archeological and Historical Preservation Act of 1974;

(19) Flood Disaster Protection Act of 1973 (42 U.S.C. 4001 et seq.) as amended, particularly sections 102(a) and 202(a) [42 U.S.C. 4012a(a) and 4106(a)];

(20) Executive order 11990, Protection of Wetlands, May 24, 1977 (42 FR 26961 et seq.), particularly sections 2 and 5;

(21) It will comply with the Lead-Based Paint Poisoning Prevention requirements of 25 CFR Part 35 issued pursuant to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821 et seq.);

(22) The National Historic Preservation Act of 1966 (16 U.S.C. 470 et seq.) as amended; particularly section 106 (16 U.S.C. 470f); and

(23) Executive Order 11593, Protection and Enhancement of the Cultural Environment, May 13, 1971 (36 FR 8921 et seq.), particularly section 2(c).

(24) Construction work financed in whole or in part with federal funds is subject to the prevailing wage requirements of the Davis-Bacon Act (29 CFR, Parts 3 and 5), the Copeland Act (29 CFR Part 3), and the Contract Work Hours and Safety Standards Act (Public Law 91-54, 83 Stat. 96). When a project meets this applicability requirement, the labor standards provision of the HUD 4010 and the Davis-Bacon Wage Decision issued for the project will be incorporated into this contract document and shall be incorporated into all construction contracts and subcontracts of any tier thereunder.

(25) No CDBG funds may be expended for lobbying purposes and payments from other sources for lobbying must be disclosed (24 CFR Part 87).

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

(b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

(26) Where asbestos is present in property undergoing rehabilitation, Federal requirements apply regarding worker exposure, abatement procedures and disposal. (CPD-90-44 EPA/OSHA).

(27) When HOME Investment Partnership Act funds are used, the Subrecipient will comply with implementing regulations and requirements under (24 CFR 92).

Signature: _____
Subrecipient

EXHIBIT G
COLORADO PUBLIC EMPLOYEES RETIREMENT ASSOCIATION
SUPPLEMENTAL QUESTIONNAIRE TO BE ANSWERED BY
ANY BUSINESS PERFORMING SERVICES FOR THE CITY OF PUEBLO

Pursuant to section 24-51-1101(2), C.R.S., salary or other compensation from the employment, engagement, retention or other use of a person receiving retirement benefits (Retiree) through the Colorado Public Employees Retirement Association (PERA) in an individual capacity or of any entity owned or operated by a PERA Retiree or an affiliated party by the City of Pueblo to perform any service as an employee, contract employee, consultant, independent contractor, or through other arrangements, is subject to employer contributions to PERA by the City of Pueblo. Therefore, as a condition of contracting for services with the City of Pueblo, this document must be completed, signed and returned to the City of Pueblo:

a) Are you, or do you employ or engage in any capacity, including an independent contractor, a PERA Retiree who will perform any services for the City of Pueblo? Yes___, No___.

b) If you answered "yes" to (a) above, please answer the following question: Are you an individual, sole proprietor or partnership, or a business or company owned or operated by a PERA Retiree or an affiliated party? Yes ____, No____.
If you answered "yes" please state which of the above entities best describes your business:
_____

c) If you answered "yes" to both (a) and (b), please provide the name, address and social security number of each such PERA Retiree.

_____	_____
Name	Name
_____	_____
Address	Address
_____	_____
Social Security Number	Social Security Number

(If more than two, please attach a supplemental list)

Failure to accurately complete, sign and return this document to the City of Pueblo may result in your being denied the privilege or doing business with the City of Pueblo.

If you answered "yes" to both (a) and (b), you agree to reimburse the City of Pueblo for any employer contribution required to be paid by the City of Pueblo to PERA for salary or other compensation paid to you as a PERA Retiree or paid to any employee or independent contractor of yours who is a PERA Retiree performing services for the City of Pueblo. You further authorize the City of Pueblo to deduct and withhold all such contributions from any moneys due or payable to you by the City of Pueblo under any current or future contract or other arrangement for services between you and the City of Pueblo.

Signed _____, 20_____.

By: _____

Name: _____

Title: _____

For purposes of responding to question (b) above, an "affiliated party" includes (1) any person who is the named beneficiary or co-beneficiary on the PERA account of the PERA Retiree; (2) any person who is a relative of the PERA Retiree by blood or adoption to and including parents, siblings, half-siblings, children, and grandchildren; (3) any person who is a relative of the PERA Retiree by marriage to and including spouse, spouse's parents, stepparents, stepchildren, stepsiblings, and spouse's siblings; and (4) any person or entity with whom the PERA Retiree has an agreement to share or otherwise profit from the performance of services for the City of Pueblo by the PERA Retiree other than the PERA Retiree's regular salary or compensation.

ADDITIONAL REPORTING REQUIREMENTS
Pueblo Rescue Mission

You must submit the following forms and/or information with your signed contract(s).

A. Board of Directors Roster;
B. Staff Roster;
C. Budget.

You must submit the following forms and information with each request for disbursement of funds.

A. Request for reimbursement form;
B. Copies of canceled checks;
C. Copies of invoices or receipts;
D. Signed certified payroll sheets;
E. Demographic information of clients served (can be done quarterly);
F. Any other report or information as required by the grantor or federal agency.

Requests for disbursements of CDBG funds will not be processed until all necessary information and forms are complete. Incomplete requests will be returned to the agency.

_____
Executive Director

QUIT CLAIM DEED

THIS DEED, made this _____ day of October, 2024, between Pueblo Rescue Mission, a Colorado nonprofit corporation, of the county of Pueblo, state of Colorado ("Grantor"), and the City of Pueblo, a Colorado municipal corporation, city of Pueblo, county of Pueblo, state of Colorado ("Grantee"),

WITNESSETH, that the Grantor, for and in consideration of the sum of TEN DOLLARS ($10.00), the receipt and adequacy of which is hereby acknowledged, has remised, released, sold, and quitclaimed, and by these presents does remise, release, sell, and quitclaim unto the Grantees, her heirs, successors and assigns, forever, all the right, title, interest, claim and demand which the Grantor has in and to the real property, together with improvements, if any, situate lying and being in the county of , state of Colorado, described as follows:

LOTS 18-24 BLK 3 THATCHER + GAST SUB FORMERLY 05-362-05-007, -013, -018, -019 COUNTY OF PUEBLO, STATE OF COLORADO.

ALSO KNOWN AS STREET NUMBER: 728 West 4TH Street, Pueblo CO 81003
Parcel No.: 05-362-05-035

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances and privileges thereunto belonging or in anywise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever, of the Grantor, either in law or in equity, to the only proper use, benefit, and behoof of the Grantees, their heirs and assigns forever.

IN WITNESS WHEREOF, the Grantor has executed this deed on the date set forth above.

Pueblo Rescue Mission, a Colorado nonprofit corporation

By: _____
Ken Wood, President of the Board of Directors

STATE OF COLORADO)
) ss.
COUNTY OF PUEBLO)

The foregoing instrument was acknowledged before me this _____ day of October, 2024, by Ken Wood, President of the Board of Directors of the Pueblo Rescue Mission, a Colorado nonprofit corporation.

Witness my hand and official seal.

_____
Notary Public
My commission expires:

2354538 10/04/2024 03:35:47 PM
Page: 1 of 1 R 13.00 D 0.00 T 13.00
Candace Rivera Clerk/Recorder Pueblo County, Co

QUIT CLAIM DEED

THIS DEED, made this 3rd day of October, 2024, between Pueblo Rescue Mission, a Colorado nonprofit corporation, of the county of Pueblo, state of Colorado ("Grantor"), and the City of Pueblo, a Colorado municipal corporation, city of Pueblo, county of Pueblo, state of Colorado ("Grantee"),

WITNESSETH, that the Grantor, for and in consideration of the sum of TEN DOLLARS ($10.00), the receipt and adequacy of which is hereby acknowledged, has remised, released, sold, and quitclaimed, and by these presents does remise, release, sell, and quitclaim unto the Grantees, her heirs, successors and assigns, forever, all the right, title, interest, claim and demand which the Grantor has in and to the real property, together with improvements, if any, situate lying and being in the county of , state of Colorado, described as follows:

LOTS 2 AND 3, BLK 24, STATE ADD LOTS 26, 27, 28, AND 29, BLK 3 THATCHER AND GAST SUB. FORMERLY #05-361-21-002 AND 05-362-05-009 COUNTY OF PUEBLO, STATE OF COLORADO.

ALSO KNOWN AS STREET NUMBER: 710 West 4TH Street, Pueblo CO 81003
Parcel No.: 05-361-21-005

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances and privileges thereunto belonging or in anywise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever, of the Grantor, either in law or in equity, to the only proper use, benefit, and behoof of the Grantees, their heirs and assigns forever.

IN WITNESS WHEREOF, the Grantor has executed this deed on the date set forth above.

Pueblo Rescue Mission, a Colorado nonprofit corporation

By: _____
Ken Wood, President of the Board of Directors

STATE OF COLORADO)
) ss.
COUNTY OF PUEBLO)

The foregoing instrument was acknowledged before me this 3rd day of October, 2024, by Ken Wood, President of the Board of Directors of the Pueblo Rescue Mission, a Colorado nonprofit corporation.

Witness my hand and official seal.

ALYSSA PARGA
Notary Public
State of Colorado
Notary ID # 20094022062
My Commission Expires 11-05-2028

_____
Notary Public
My commission expires: NOV 5, 2028