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

MONDAY, MAY 12, 2025
7:00 PM

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

A. CALL TO ORDER President Mark Aliff

B. INVOCATION Pastor Steve Cornella, Pueblo Christian Center

C. PLEDGE OF ALLEGIANCE

D. ROLL CALL

E. SPECIAL RECOGNITIONS

E1 Proclamation Presentation: "ALS Awareness Month - May 2025" - Kathy Nicholls Volunteer with ALS United - Rocky Mountain Chapter & Mark Gardner, Licensed Nursing Home Executive, Administrator Rock Canyon Respiratory and Rehabilitation Center

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 April 28, 2025, as distributed.

J1 City Council Minutes 04/28/25

K. CONSENT AGENDA

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

L. COMMUNICATIONS

M. RESOLUTIONS

M1 A Resolution approving Amendment No. 1 to the Agreement for Professional Services between the City of Pueblo, a Colorado Municipal Corporation, and Dunakilly Management Group, Corp., a Registered Colorado Corporation, in the amount of $88,790 for Project No. 22-030, Project Representative and Construction Inspection Services for the New Fire Stations 6, 8, and 11 and authorizing the Purchasing Agent to execute same

M2 A Resolution awarding a construction contract in the amount of $85,839.50 to Wicked Outlaw Construction, for Project No. 25-045, Concrete Improvements - Elmwood Golf Course Cart Path, setting forth $15,000 for contingencies, and authorizing the Purchasing Agent to execute same

M3 A Resolution establishing a new Project Account CI2511 - Mineral Palace Greenhouse HVAC Repl; transferring funds in the amount of $26,458 from CIAN20 - City Building Repairs and depositing and budgeting and appropriating said funds into Project Account CI2511; and awarding a construction contract in the amount of $21,458 to Tolin Mechanical Sytems for Project No. 25-043, Mineral Palace Greenhouse RTU Replacement, setting forth $5,000 for contingencies, and authorizing the Purchasing Agent to execute same

M4 A Resolution awarding a construction contract in the amount of $11,128.60 to Balance Concrete, LLC. for Project No. 25-044, Concrete Improvements - City Park Fountain Pavilion, setting forth $2,000 for contingencies, and authorizing the Purchasing Agent to execute same

M5 A Resolution to amend Resolution No. 15976 to correct the assigned finance project number from which funds will be paid for Project No. 25-037, Concrete Improvements - West 6th Street

M6 A Resolution authorizing the issuance of a revocable permit (REV-25-3) to the Pueblo Chamber of Commerce for the use of Grand Avenue from City Center Drive to Union Avenue, D Street from Victoria Avenue to Main Street, C Street from Victoria Avenue to Main Street, Union Avenue from City Center Drive to B Street, and Alan Hamel Avenue from Union Avenue to Main Street to host the 31st Annual Chile and Frijoles Festival

M7 A Resolution approving revisions to the Standard Construction Specifications and Standard Details for the City of Pueblo

N. ORDINANCES – FIRST PRESENTATION

N1 An Ordinance amending Section 1-4-2 of the Pueblo Municipal Code relating to City Council public forum and City Council regular meeting commencement time

N2 An Ordinance approving a CDOT Access Permit Agreement between DTV Pueblo & Prairie, LLC, an Arizona limited liability company, and the City of Pueblo, a Colorado Municipal Corporation, relating to the installation of public improvements associated with the property at Lot 1, La Bella Piazza Subdivision Filing No. 2, and authorizing the Mayor to execute same

N3 An Ordinance amending zoning restrictions for 1332 Cypress Street from R-3, One and Two-Family Residential Zone District to RCN, Residential Charter Neighborhood Zone District

N4 An Ordinance vacating a public utility easement located at 19 Temple Drive in the Sunset Park Filing 10 Subdivision

N5 An Ordinance extending the term of the current Collective Bargaining Agreement between the City of Pueblo and International Brotherhood of Police Officers Local 537 for a one-year period commencing January 1, 2026 through December 31, 2026

N6 An Ordinance extending the term of the current Collective Bargaining Agreement between the City of Pueblo and International Association of Firefighters Local No. 3 for a one-year period commencing January 1, 2026, through December 31, 2026, and authorizing the Mayor to execute same

N7 An Ordinance establishing Project 2515 - 101 Riverwalk Unit 2, and budgeting and appropriating the proceeds received from the issuance of the Series 2025 Certificate of Participation and all future funds received into Project 2515

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 May 27, 2025, and Order the Ordinances to be published BY TITLE.

P. REGULAR AGENDA

Q. RESOLUTIONS

Q1 A Resolution approving Contract Amendment No. 1 in the amount of $505,943.17 to Miller Pipeline, LLC., for Project No. 24-057 (WWAN01) 2024 Court Street Sanitary Sewer Rehabilitation Project, and authorizing the Purchasing Agent to execute same

Q2 A Resolution authorizing payment from the council contingencies account in the 2025 general fund budget to School District 60 Education Foundation Inc. in the amount of $1,000 to sponsor the 2025 Cornhole at Dutch Clark Stadium event at 5:00 PM at Dutch Clark Stadium on Friday, June 6, 2025

Q3 A Resolution authorizing payment from the council contingencies account in the 2025 general fund budget to Colorado Preservation Inc. in the amount of $1,000 to sponsor On the Road 2025 starting at 8:30 AM, June 21, 2025 at the El Pueblo Museum continuing through Sunday, June 22, 2025

Q4 A Resolution authorizing payment from the council contingencies account in the 2025 general fund budget to the National Association of Letter Carriers in the amount of $1,000 to sponsor the 5th Annual Golf Tournament at Elmwood Golf Course at City Park on June 8, 2025

R. ORDINANCES – FINAL PRESENTATION

R1 An Ordinance approving, accepting and authorizing the Mayor to execute a purchase order from the State of Colorado by and through the Colorado Energy Office which provides funding in the amount of $120,000.00, establishing Project Account CI2509 - Public Works Energy Coordinator, transferring $6,779.00 from the 2025 Public Works Department Operating Budget (10140103 51060) into Project Account CI2509, and budgeting and appropriating a total amount of $126,779.00 into Project Account CI2509 - *Introduced April 28, 2025 by Councilor Brett Boston*

R2 An Ordinance approving, accepting and authorizing the Mayor to execute a purchase order from the State of Colorado, by and through the Colorado Energy Office providing for funding in the amount of $90,800, Establishing Project Account CI2457 - E-Commute Pueblo, transferring $26,780.00 from Project Account CI2428 - MLK Bypass New Signage to Project Account CI2457, and budgeting and appropriating $117,580.00 into Project Account CI2457 - *Introduced April 28, 2025 by Councilor Brett Boston*

R3 An Ordinance approving a license agreement between the City of Pueblo, a Colorado Municipal Corporation and Spectrum Pacific West, LLC, a Delaware Limited Liability Company - *Introduced April 28, 2025 by Councilor Brett Boston*

R4 An Ordinance awarding and approving an amendment to the lease and management agreement between the City of Pueblo, A Colorado Municipal Corporation, and South Prairie and O'Neil Enterprises, LLC for the Operation, Management, and Promotion of certain facilities at the Honor Farm's Pueblo Motorsports Park and authorizing the Mayor to Execute the Same - *Introduced April 28, 2025 by Councilor Brett Boston*

R5 An Ordinance approving the memorandum of understanding between the State of Colorado and the Pueblo Fire Department allowing the authority having jurisdiction (AHJ) over Colorado Department of Agriculture State Fair facilities operation in Pueblo City limits for building construction plan review and related inspections, fire safety inspections, and fire safety and authorizing the Mayor to execute the same - *Introduced April 28, 2025 by Councilor Brett Boston*

R6 An Ordinance approving and accepting a grant from the Colorado Department of Local Affairs (DOLA) in the amount of $25,000.00 to develop a Capital Improvement Plan for the Pueblo Shelter Complex; authorizing the Mayor to sign the grant agreement, establishing Project No. PL2502, and budgeting and appropriating $25,000.00 to Project No. PL2502 - *Introduced April 28, 2025 by Councilor Brett Boston*

S. QUASI-JUDICIAL PROCEEDINGS

S1 An Ordinance amending zoning restrictions to rezone 1501 East Evans from B-4, Central Business Zone District to RCN, Residential Charter Neighborhood Zone District - *Introduced April 28, 2025 by Councilor Brett Boston*

S2 An Ordinance amending zoning restrictions to rezone 2403 Thatcher Avenue from B-1, neighborhood business zone district to B-3, Highway and Arterial Business Zone District - *Introduced April 28, 2025 by Councilor Brett Boston*

S3 An Ordinance amending zoning restrictions to rezone parcel 527000127 generally located north of West 11th street and west of Donley Park from R-2, Single-Family Residential Zone District to R-5 Multiple Residential and Office Zone District - *Introduced April 28, 2025 by Councilor Brett Boston*

S4 An Ordinance changing the street name of Castor Drive to Merlin Drive - *Introduced April 28, 2025 by Councilor Brett Boston*

S5 An Ordinance changing the street name of Cedarweed Boulevard to Blackhawk Drive - *Introduced April 28, 2025 by Councilor Brett Boston*

T. EXECUTIVE SESSION

For the purpose of determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and/or instructing negotiators, under C.R.S. Section 24 6 402(4)(e)(I) and to discuss the purchase, acquisition, lease, transfer, or sale of any real, personal, or other property interest pursuant to C.R.S. §24-6-402(4)(a) and more fully described as follows: to discuss the acquisition and sale of certain real property as it relates to a potential PEDCO prospect.

U. ADJOURN

Proclamation

"ALS Awareness Month"

May 2025

WHEREAS: Amyotrophic Lateral Sclerosis (ALS), also known as Lou Gehrig's Disease, is a progressive neurodegenerative disease that affects nerve cells in the brain and spinal cord, eventually leading to complete paralysis while the mind remains fully aware; and

WHEREAS: Every 90 minutes, someone is diagnosed with ALS, and every 90 minutes someone loses their battle to this cruel disease, which has no known cure and limited treatment options; and

WHEREAS: The cause of ALS is still not fully understood, and increased awareness and research funding are essential to discover effective treatments and ultimately a cure; and

WHEREAS: Individuals and families affected by ALS demonstrate immense courage and resilience in the face of overwhelming challenges, and their strength inspires our community; and

WHEREAS: Organizations such as the ALS United Ricky Mountain Chapter, ALS Association, I Am ALS, and local advocates work tirelessly to raise awareness, support research, and provide compassionate care and resources to those living with ALS; and

WHEREAS: The City of Pueblo recognizes the importance of bringing attention to ALS, honoring those affected, and supporting efforts to improve their quality of life and advance medical progress.

NOW, THEREFORE, we, the City Council of the City of Pueblo, do hereby proclaim the month of May as "ALS Awareness Month" in the City of Pueblo and encourage all citizens to educate themselves about ALS, support those living with the disease, and advocate for continued research and funding in the pursuit of a cure.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Pueblo, Colorado, to be affixed this 12th day of May 2025.

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Mark Aliff
President of the City Council

REGULAR CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS – CITY HALL
#1 CITY HALL PLACE
MONDAY, APRIL 28, 2025 - 7:00 PM

MINUTES

A. CALL TO ORDER

President Aliff called the meeting to order at 7:35 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, Deputy City Attorney Harley Gifford, City Clerk Marisa Stoller.

E. SPECIAL RECOGNITIONS

E1 PROCLAMATION PRESENTATION: "56TH ANNUAL PROFESSIONAL MUNICIPAL CLERKS WEEK - MAY 4-10, 2025" - MARISA STOLLER, CITY CLERK AND PUEBLO CITY CLERK'S OFFICE

F. PUBLIC FORUM

- Marty Harley - Update Pueblo Street Sweeping Executive Session
- Allie Philips - Solving homelessness in Pueblo
- Dave DeCenzo - Tobacco
- Ken Danti - Energy

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 Boston, seconded by Councilor Gomez, moved to move item M4 to the regular agenda, move item S5 to after item S1, 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 APRIL 14, 2025

Councilor Boston, seconded by Councilor Gomez, moved to dispense with the reading and approve the Minutes of the Regular Meeting dated **April 14, 2025** 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 3/12/2025

M. RESOLUTIONS

M1 A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF $839,373.00 TO CARAVEO CONSTRUCTION, INC., FOR PROJECT NO. 25-035, ASPHALT IMPROVEMENTS - BONFORTE BOULEVARD, SETTING FORTH $169,127.00 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

This Resolution was assigned as **15966**.

M2 A RESOLUTION AUTHORIZING THE CITY OF PUEBLO TO GRANT PARTIAL WAIVERS OF FEES TOTALING $250,000 RELATED TO THE WASTEWATER SANITARY SEWER COLLECTION FEES AND THE PLANT INVESTMENT FEES ASSESSED TO THE COMPASS POINTE AFFORDABLE HOUSING PROJECT TO BE LOCATED ON PARCEL NO. 428200007 OFF OF OAKSHIRE LANE

This Resolution was assigned as **15967**.

M3 A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF $133,076 TO CORNEJO MATERIALS, FOR PROJECT NO. 25-036, ASPHALT IMPROVEMENTS - MONUMENT AVENUE, SETTING FORTH $20,924 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

This Resolution was assigned as **15968**.

M5 A RESOLUTION APPROVING CONTRACT AMENDMENT NO. 1 IN THE AMOUNT OF $52,299.50 TO NUNEZ CONSTRUCTION, INC., FOR PROJECT

NO. 24-068, CONCRETE IMPROVEMENTS – WEST 29TH STREET PHASE 2 (HIGH ST. TO WILLS BLVD.), AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

This Resolution was assigned as **15969**.

M6 A RESOLUTION AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT (REV-25-8) TO BIF IV INTREPID OPCO., LLC., FOR THE PURPOSE OF PLACING FIBER IN A NEW 2" CONDUIT APPROXIMATELY 1222 LINEAR FEET IN LENGTH RUNNING NORTHEASTERLY ALONG SOUTH MAIN STREET IN PUELO, CO, FROM 99+16 STA CONTINUE TO SOUTHWEST TILL 87+02 STA AT SOUTH MAIN STREET BETWEEN EAST "C" STREET AND EAST CORONA AVENUE (INCLUDING THE MAIN STREET BRIDGE)

This Resolution was assigned as **15970**.

M7 A RESOLUTION AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT (REV-25-10) TO THE OUTLAWS ROD AND CUSTOM CAR CLUB FOR THE USE OF THE PUBLIC RIGHT-OF-WAY ALONG VICTORIA AVENUE FROM "C" STREET TO GREENWOOD; AND "D" STREET FROM THE ALLEYWAY BETWEEN UNION AVENUE AND VICTORIA AVENUE TO THE ALLEYWAY BETWEEN VICTORIA AVENUE AND LAMKIN STREET; AND W. RIVERWALK FROM VICTORIA AVENUE NORTHWEST TO THE END OF THE CUL-DE-SAC BULB FOR THE PURPOSE OF HOSTING THEIR ANNUAL CAR SHOW EVENT

This Resolution was assigned as **15971**.

M8 A RESOLUTION AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT (REV-25-9) TO BIF IV INTREPID OPCO., LLC., FOR THE PURPOSE OF ALLOWING THE AUTHORIZED STRUCTURE TO BE WITHIN THE PERMITTED AREA UNTIL TERMINATION OR REVOCATION OF THIS REVOCABLE PERMIT AT SOUTH UNION AVENUE BETWEEN WEST "B" STREET AND WEST CORONA AVENUE (INCLUDING UNION AVENUE BRIDGE)

This Resolution was assigned as **15972**.

M9 A RESOLUTION CONFIRMING THE APPOINTMENT BY THE MAYOR OF FALLON MILLER TO COMPLETE A FIVE-YEAR TERM EXPIRING FEBRUARY 1, 2030, ON THE PUEBLO URBAN RENEWAL AUTHORITY BOARD

This Resolution was assigned as **15973**.

M10 A RESOLUTION PRELIMINARILY DETERMINING THAT THE PETITION FOR THE ANNEXATION OF THE 20.17-ACRE AREA COMMONLY KNOWN AS THE QUARTZ ROAD 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 **15974**.

M11 A RESOLUTION AUTHORIZING THE PUEBLO URBAN RENEWAL AUTHORITY TO CONDUCT THE APPROPRIATE STUDIES REQUIRED TO DETERMINE WHETHER THE AREA SURROUNDING COLORADO STATE UNIVERSITY PUEBLO IS A SLUM, BLIGHTED AREA, OR A COMBINATION

THEREOF, AND TO NOTIFY OWNERS OF PROPERTY IN THE AREA SUBJECT OF SUCH STUDIES

This Resolution was assigned as **15975**.

M12 A RESOLUTION ESTABLISHING A NEW PROJECT ACCOUNT HU2501 - CONCRETE IMPVMTS - W 6TH ST; TRANSFERRING FUNDS IN THE AMOUNT OF $115,600.00 FROM HUAN01 - STREET RESURFACING AND DEPOSITING AND BUDGETING AND APPROPRIATING SAID FUNDS INTO PROJECT ACCOUNT HU2501; AND AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF $100,522.90 TO DOUG VAUGHN, LLC FOR PROJECT NO. 25-037, CONCRETE IMPROVEMENTS - WEST 6TH STREET, SETTING FORTH $15,077.10 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

This Resolution was assigned as **15976**.

N. ORDINANCES – FIRST PRESENTATION

N1 AN ORDINANCE APPROVING, ACCEPTING AND AUTHORIZING THE MAYOR TO EXECUTE A PURCHASE ORDER FROM THE STATE OF COLORADO BY AND THROUGH THE COLORADO ENERGY OFFICE WHICH PROVIDES FUNDING IN THE AMOUNT OF $120,000.00, ESTABLISHING PROJECT ACCOUNT CI2509 - PUBLIC WORKS ENERGY COORDINATOR, TRANSFERRING $6,779.00 FROM THE 2025 PUBLIC WORKS DEPARTMENT OPERATING BUDGET (10140103 51060) INTO PROJECT ACCOUNT CI2509, AND BUDGETING AND APPROPRIATING A TOTAL AMOUNT OF $126,779.00 INTO PROJECT ACCOUNT CI2509

N2 AN ORDINANCE APPROVING, ACCEPTING AND AUTHORIZING THE MAYOR TO EXECUTE A PURCHASE ORDER FROM THE STATE OF COLORADO, BY AND THROUGH THE COLORADO ENERGY OFFICE PROVIDING FOR FUNDING IN THE AMOUNT OF $90,800, ESTABLISHING PROJECT ACCOUNT CI2457 - E-COMMUTE PUEBLO, TRANSFERRING $26,780.00 FROM PROJECT ACCOUNT CI2428 - MLK BYPASS NEW SIGNAGE TO PROJECT ACCOUNT CI2457, AND BUDGETING AND APPROPRIATING $117,580.00 INTO PROJECT ACCOUNT CI2457

N3 AN ORDINANCE APPROVING A LICENSE AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND SPECTRUM PACIFIC WEST, LLC, A DELAWARE LIMITED LIABILITY COMPANY

N4 AN ORDINANCE AWARDING AND APPROVING AN AMENDMENT TO THE LEASE AND MANAGEMENT AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND SOUTH PRAIRIE AND O'NEIL ENTERPRISES, LLC FOR THE OPERATION, MANAGEMENT, AND PROMOTION OF CERTAIN FACILITIES AT THE HONOR FARM'S PUEBLO MOTORSPORTS PARK AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME

N5 AN ORDINANCE AMENDING ZONING RESTRICTIONS TO REZONE 1501 EAST EVANS FROM B-4, CENTRAL BUSINESS ZONE DISTRICT TO RCN, RESIDENTIAL CHARTER NEIGHBORHOOD ZONE DISTRICT

N6 AN ORDINANCE CHANGING THE STREET NAME OF CASTOR DRIVE TO MERLIN DRIVE

N7 AN ORDINANCE CHANGING THE STREET NAME OF CEDARWEED BOULEVARD TO BLACKHAWK DRIVE

N8 AN ORDINANCE AMENDING ZONING RESTRICTIONS TO REZONE 2403 THATCHER AVENUE FROM B-1, NEIGHBORHOOD BUSINESS ZONE DISTRICT TO B-3, HIGHWAY AND ARTERIAL BUSINESS ZONE DISTRICT

N9 AN ORDINANCE APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE STATE OF COLORADO AND THE PUEBLO FIRE DEPARTMENT ALLOWEING THE AUTHORITY HAVING JURISDICTION (AHJ) OVER COLORADO DEPARTMENT OF AGRICULTURE STATE FAIR FACILITIES OPERATION IN PUEBLO CITY LIMITS FOR BUILDING CONSTRUCTION PLAN REVIEW AND RELATED INSPECTIONS, FIRE SAFETY INSPECTIONS, AND FIRE SAFETY AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME

N10 AN ORDINANCE AMENDING ZONING RESTRICTIONS TO REZONE PARCEL 527000127 GENERALLY LOCATED NORTH OF WEST 11TH STREET AND WEST OF DONLEY PARK FROM R-2, SINGLE-FAMILY RESIDENTIAL ZONE DISTRICT TO R-5 MULTIPLE RESIDENTIAL AND OFFICE ZONE DISTRICT

N11 AN ORDINANCE APPROVING AND ACCEPTING A GRANT FROM THE COLORADO DEPARTMENT OF LOCAL AFFAIRS (DOLA) IN THE AMOUNT OF $25,000.00 TO DEVELOP A CAPITAL IMPROVEMENT PLAN FOR THE PUEBLO SHELTER COMPLEX; AUTHORIZING THE MAYOR TO SIGN THE GRANT AGREEMENT, ESTABLISHING PROJECT NO. PL2502, AND BUDGETING AND APPROPRIATING $25,000.00 TO PROJECT NO. PL2502

O. APPROVAL OF CONSENT AGENDA

P. REGULAR AGENDA

M4 A RESOLUTION ESTABLISHING PROJECT NO. CI2510 – CONVERGYS SITE

REDEVELOPMENT, TRANSFERRING $396,150.00 FROM PROJECT CI2113 - AMERICAN RESCUE PLAN ACT; $85,310.00 FROM PROJECT PL0804 - SANTA FE & 1ST STREET (CITY CENTER) IMPROVEMENT PROJECT; $188,251.00 FROM PROJECT CI1901 - DEMOLITION/ABATEMENT OF DANGEROUS BUILDINGS, $149,324.00 FROM PROJECT CI1809 - 2018 ABATEMENT/DEMO OF BUILDINGS; $72,239.00 FROM PROJECT CI1605 - 2016 ABATEMENT AND DEMOLITION OF DANGEROUS BUILDINGS; AND $8,726.00 FROM PROJECT CIAN23 - DEMOLITION OF UNSAFE STRUCTURES INTO PROJECT NO. CI2510, AND BUDGETING AND APPROPRIATING A TOTAL OF $900,000.00 INTO PROJECT NO. CI2510 - CONVERGYS SITE REDEVELOPMENT

This item was removed from the consent agenda.

A staff report and detailed review of the Resolution was given by Andrew Hayes, Director of Public Works, and Scott Hobson, Acting Director of Planning & Community Development.

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

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

Q. RESOLUTIONS

Q1 A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2025 GENERAL FUND BUDGET TO PUEBLO SCHOOL DISTRICT 60 IN THE AMOUNT OF $1,000 TO SPONSOR THE 65TH ANNUAL PUEBLO SUMMER MUSICAL WHICH WILL TAKE PLACE JULY 12 - 13 AT 2:00 PM AND JULY 14 -17 AT 7:00 PM AT THE SANGRE DE CRISTO ARTS CENTER

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

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

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

This Resolution was assigned as **15977**.

Q2 A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2025 GENERAL FUND BUDGET TO MAD FRESH PRODUCTIONS IN THE AMOUNT OF $2,500 TO SPONSOR THE 2025 SUMMER HIP HOP FESTIVAL FROM 11:00 AM TO 7:00 PM AT MINERAL PALACE PARK ON JULY 19, 2025.

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

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

Councilor Maestri, seconded by Councilor Gomez, moved to amend the Resolution to a payment of $1,500.

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

Councilor Gomez, seconded by Councilor Maestri, moved to amend the Resolution to a payment of $2,000.

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

Vote on original motion of $2,500.

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

This Resolution was assigned as **15978**.

R. ORDINANCES – FINAL PRESENTATION

R1 AN ORDINANCE CREATING A NEW SECTION 14 OF CHAPTER 1 OF TITLE XV OF THE PUEBLO MUNICIPAL CODE RELATING TO PEDESTRIAN SAFETY AND ACCESS TO SIDEWALKS AND PUBLIC RIGHTS-OF-WAY IN THE DOWNTOWN BUSINESS AREA OF THE CITY

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

PUBLIC HEARING:

- Devin Flores appeared in person to speak in favor of this ordinance
- Jimmy Duffner 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 Maestri, moved to approve the Ordinance on final presentation.

Councilor Maestri, seconded by Councilor Boston, moved to amend the ordinance to provide for 24 hour enforcement.

The motion to amend was withdrawn with no objection.

The original motion was voted on.

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

R2 AN ORDINANCE APPROVING AND ACCEPTING A GRANT AWARD AND APPLICABLE CONDITIONS PERTAINING THERETO WITH THE STATE OF COLORADO DEPARTMENT OF LOCAL AFFAIRS (DOLA) PEACE OFFICERS MENTAL HEALTH SUPPORT GRANT PROGRAM, IN THE AMOUNT OF $100,000, ESTABLISHING PROJECT NUMBER PS2501, AND BUDGETING AND APPROPRIATING FUNDS INTO PROJECT PS2501

A staff report and detailed review of the Ordinance was given by Police Deputy Chief James Martin.

PUBLIC HEARING:

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

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

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

This Ordinance was assigned as **10929.**

R3 AN ORDINANCE APPROVING AND ACCEPTING AN EL POMAR FOUNDATION GRANT AND APPLICABLE CONDITIONS PERTAINING THERETO, ESTABLISHING PROJECT NO. PS 2502 FOR THE PURCHASE OF THE WILDLAND PERSONAL PROTECTIVE EQUIPMENT AND BUDGETING AND APPROPRIATING GRANT FUNDS IN THE AMOUNT OF $11,000.00 FOR THE PURPOSES AUTHORIZED BY THE GRANT AGREEMENT

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

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

This Ordinance was assigned as **10930.**

R4 THIS ORDINANCE APPROVES AND ACCEPTS A WARRANTY DEED FROM NEIGHBORHOOD SERVICES, INC. FOR PROPERTY LOCATED ADJACENT TO THE CHINOOK LANE RIGHT-OF-WAY NEAR 1080 CHINOOK LANE, PUEBLO, COLORADO

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

PUBLIC HEARING:

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

Councilor Latino, seconded by Councilor 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 **10931.**

R5 AN ORDINANCE APPROVING AN AMENDMENT THAT REMOVES 20 ACRES FROM THE LEASE AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE STATE OF COLORADO, DEPARTMENT OF HUMAN SERVICES FOR THE PREMISES KNOWN AS THE LANGONI SPORTS COMPLEX

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 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 **10932.**

R6 AN ORDINANCE APPROVING A DEPOSIT AGREEMENT BETWEEN MAVERIK QOZB 2023, LLC, A UTAH LIMITED LIABILITY COMPANY, AND THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, RELATING TO THE INSTALLATION OF PUBLIC IMPROVEMENTS ASSOCIATED WITH THE PROPERTY AT BLOCK 1, LOT 4 LOCATED WITHIN THE SOUTHERN COLORADO MEDICAL CENTER, FILING NO. 1 SUBDIVISION, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

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

PUBLIC HEARING:

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

Councilor 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 **10933.**

R7 AN ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND PUEBLO COUNTY RELATING TO THE USE OF 2016 BALLOT QUESTION 1A CAPITAL IMPROVEMENT PROGRAM PROJECT FUNDING FOR THE EASTSIDE PEDESTRIAN, PARKING AND STREETSCAPE IMPROVEMENTS, ACCEPTING, BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF $810,145.00, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

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

PUBLIC HEARING:

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

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

Councilor 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 **10934.**

R8 AN ORDINANCE APPROVING AN ASSISTANCE AMENDMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE U.S. ENVIRONMENTAL PROTECTION AGENCY IN THE AMOUNT OF $250,000, AND BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF $250,000 INTO PL2501 RELATING TO THE EPA BROWNFIELDS MULTIPURPOSE GRANT, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

A staff report and detailed review of the Ordinance was given by Scott Hobson, Acting Director of Planning & Community Development.

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 **10935.**

R9 AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN OPTION TO PURCHASE AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND THE PUEBLO ECONOMIC DEVELOPMENT CORPORATION, A COLORADO NONPROFIT CORPORATION, RELATING TO A FUTURE JOB CREATING CAPITAL IMPROVEMENT PROJECT

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

PUBLIC HEARING:

- Ted Freeman appeared in person to speak against this ordinance
- Dave DeCenzo appeared in person to speak against this ordinance

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

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

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

This Ordinance was assigned as **10936.**

S. QUASI-JUDICIAL PROCEEDING

S1 AN ORDINANCE AMENDING ZONING RESTRICTIONS TO REZONE 4580 DILLON DRIVE FROM PUD, PLANNED UNIT DEVELOPMENT TO B-3, HIGHWAY AND ARTERIAL BUSINESS 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-25-01 dated March 12, 2025, 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

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

Councilor Latino, 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 **10937.**

S5 AN ORDINANCE AMENDING ZONING RESTRICTIONS TO REZONE 21.848-ACRES GENERALLY LOCATED NORTH OF STATE HIGHWAY 47/CESAR CHAVEZ BOULEVARD AND DILLON DRIVE INTERSECTION FROM I-2, INDUSTRIAL TO B-3, HIGHWAY AND ARTERIAL BUSINESS 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-23-11 dated March 12, 2025, be made part of the record for this hearing. So ordered by President Aliff.

PUBLIC HEARING:

- Tony Acree appeared in person to speak in favor of this ordinance

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

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

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

This Ordinance was assigned as **10938.**

S2 AN ORDINANCE APPROVING THE DILLON NORTH 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-23-08 dated March 12, 2024, be made part of the record for this hearing. So ordered by President Aliff.

PUBLIC HEARING:

- Tony Acree appeared in person to speak in favor of this ordinance

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

Councilor Maestri, 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 **10939.**

S3 AN ORDINANCE AMENDING ZONING RESTRICTIONS TO REZONE 430 COLORADO AVENUE FROM R-5, MULTIPLE RESIDENTIAL AND OFFICE ZONE DISTRICT TO B-2, SUB-REGIONAL BUSINESS 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-25-02 dated March 12, 2025, 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 **10940.**

S4 AN ORDINANCE AMENDING SECTION 17-2-2, SECTION 17-4-15 AND SECTION 17-4-51 OF CHAPTER 4 OF TITLE XVII OF THE PUEBLO MUNICIPAL CODE RELATING TO NATURAL MEDICINE

A staff report and detailed review of the Ordinance was given by Scott Hobson, Acting Director of Planning & Community Development. Mr. Hobson requested that the Planning & Zoning documents for this item, Case #TA-24-01 dated March 12, 2025, 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 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 **10941.**

T. ADJOURN

President Aliff adjourned the meeting at 11:21 p.m.

Respectfully submitted,

Marisa Stoller
City Clerk

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City Clerk's Office Item # M1

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: May 12, 2025

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 AMENDMENT NO. 1 TO THE AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND DUNAKILLY MANAGEMENT GROUP, CORP., A REGISTERED COLORADO CORPORATION, IN THE AMOUNT OF $88,790 FOR PROJECT NO. 22-030, PROJECT REPRESENTATIVE AND CONSTRUCTION INSPECTION SERVICES FOR THE NEW FIRE STATIONS 6, 8, AND 11 AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

SUMMARY:

This Resolution approves Contract Amendment No. 1 to the Agreement for Professional Services awarded to Dunakilly Management Group, Corp. for Project No. 22-030, Project Representative and Construction Inspection Services for the New Fire Stations 6, 8, and 11.

PREVIOUS COUNCIL ACTION:

Resolution 14921, dated June 27, 2022, awarded an agreement for professional services in the amount of $225,158 to Dunakilly Management Group, Corp. for Project No. 22-030 Project Representative and Construction Inspection Services for New Fire Stations 6, 8, and 11.

BACKGROUND:

Dunakilly Management Group was awarded a contract with the City of Pueblo June 28, 2022, to provide project management services for the design and construction of fire stations 6, 8, and 11. At the time of award it was assumed the project design would take approximately 9 months followed by contractor selection and then construction, for a total project duration of 23 months. During design, the City provided direction to add additional energy reduction provisions to the scope of the project increasing the duration by approximately 6 months. During the bidding process the contractor proposed an 18-

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month construction schedule instead of the 12-month schedule assumed by Dunakilly. In addition to this increase in duration, bids for the construction were well over the budget, requiring the City and Dunakilly to engage in a value engineering effort to reduce scope. This also was not anticipated at the time of their initial proposal.

FINANCIAL IMPLICATIONS:

Additional funding in the amount of $88,790 will be paid from Project Account FD2401, Fire Stations #6, #8, #11. Said funds are in addition to the amount of $225,158 previously authorized to be paid out of Project Account CI2205 - Fire 3 Stations - Arch/Design, by Resolution 14921, dated June 27, 2022.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Denial of this Resolution will result in the cancelation of additional services.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 22-030 Dunakilly Amend 1 Project Representative

Docusign Envelope ID: ADA7AD16-72DF-4993-8D00-4F9240782242

RESOLUTION NO. 15979

A RESOLUTION APPROVING AMENDMENT NO. 1 TO THE AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND DUNAKILLY MANAGEMENT GROUP, CORP., A REGISTERED COLORADO CORPORATION, IN THE AMOUNT OF $88,790 FOR PROJECT NO. 22-030, PROJECT REPRESENTATIVE AND CONSTRUCTION INSPECTION SERVICES FOR THE NEW FIRE STATIONS 6, 8, AND 11 AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

WHEREAS, an Agreement for Professional Services was awarded to Dunakilly Management Group, Corp., on June 27, 2024, and,

WHEREAS, the City of Pueblo and Dunakilly Management Group, Corp. desire to amend the Agreement to modify the original scope of service and to provide for additional services; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Amendment 1 to the Agreement for Professional Services for Project No. 22-030 Project Representative and Construction Inspection Services for the New Fire Stations 6, 8, and 11, by and between the City of Pueblo, a Colorado Municipal Corporation, and Dunakilly Management Group, Corp. a Registered Colorado Corporation, 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 amended and additional work contemplated by the Amendment to be performed.

SECTION 2.

Additional funds in the amount of $88,790 required by such amendment shall be paid from Project Account FD2401 – Fire Stations #6, #8, #11. Said funds are in addition to the amount of $225,158 previously authorized to be paid out of Project Account CI2205 - Fire 3 Stations - Arch/Design by Resolution 14921, dated June 27, 2022.

SECTION 3.

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.

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SECTION 4.

The officers 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.

SECTION 5.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: May 12, 2025

BY: Brett Boston
MEMBER OF CITY COUNCIL

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

ATTESTED BY: Signed by: Vince Petkosek 330E90D300E24F8...
DEPUTY CITY CLERK

AMENDMENT NO. 1 TO THE AGREEMENT FOR PROFESSIONAL SERVICES BY AND BETWEEN CITY OF PUEBLO AND DUNAKILLY MANAGEMENT GROUP, CORP.

1. INTRODUCTION

This Amendment No. 1 to the Agreement for Professional Services ("Amendment") is executed to be effective as of the _____ day of _____, 20____, by and between the City of Pueblo, a Colorado Municipal Corporation ("Client") and Dunakilly Management Group, Corp., a registered Colorado Corporation ("Consultant"). Client and Consultant are sometimes referred to herein as a "Party" and collectively, as the "Parties."

2. PROJECT STATEMENT

WITNESSETH THAT:

WHEREAS, Client and Consultant entered into that certain Agreement for Professional Services dated June 28, 2022 for Bid 22-030 Project Representative and Construction Inspection Services for the New Fire Stations 6, 8, and 11 (the "Agreement");

WHEREAS, Client and Consultant desire to amend the Agreement pursuant to the provisions set forth herein;

NOW, THEREFORE, in consideration of the foregoing premises, the mutual promises set forth herein and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Client and Consultant hereby agree to the following conditions.

3. AGREEMENT

A. The Agreement is amended by expanding the scope of services and updating the work schedule to include the following:

   1. Consultant shall complete the additional project management services as identified in Attachment A including without limitation additional geothermal requirements and cost reduction efforts.

   2. Time extensions are granted for the period and upon the basis identified in Attachment A.

   3. Attachment A to this Amendment No. 1 shall be additional services and updated work schedule as agreed upon by Consultant and Client, and Consultant shall complete the work items as generally described in said Attachment A in accordance with the terms of the Agreement.

B. With respect to services provided under the Amendment No. 1, the fee schedule attached as Attachment B to this Amendment No. 1 shall apply to compensation payable to

Consultant. The aggregate compensation payable to the Consultant for performance of the additional services authorized by this Amendment No. 1 shall not exceed the maximum amount of $88,790.00 as set forth in the Attachment B and notwithstanding whether the service is billed as Time and Material.

1. The compensation payable to the Consultant by this Amendment No. 1 shall be billed at the amounts set forth in the Attachment B.

2. Client must respond in writing with written approval prior to Consultant beginning work.

C. Consultant shall commence and complete each major work item according to the work schedule attached hereto and labelled Attachment C; provided, however, Consultant will not be responsible for delays beyond Consultant's control.

D. This Amendment shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

E. Except as expressly modified by this Amendment No. 1, the Agreement shall remain in full force and effect. Except as modified by this Amendment No. 1, any obligations to be performed under the Agreement by either party are not waived nor excused in any manner but shall be performed in accordance with the terms and conditions of the Agreement as it existed prior to this Amendment No. 1.

F. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document with the same effect as if all Parties had signed the same original. The Parties further agree that transmission of this Amendment by any electronic format, telecopy or via email in a PDF format, shall be deemed transmission of the original Amendment for all purposes. Electronic signatures shall be deemed valid and binding to the same extent as the original.

(Continue to next page for signature section.)

4. SIGNATURE SECTION

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed the day and year first above written.

CITY OF PUEBLO, A MUNICIPAL CORPORATION

By_____
Naomi Hedden, Director of Purchasing

Attest_____
Marisa Stoller, City Clerk

[SEAL]

DUNAKILLY MANAGEMENT GROUP, CORP.

By_____
Rob Deevy, President

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

_____
Danny Nunn, Director of Finance

APPROVED AS TO FORM
DEPARTMENT OF LAW

_____
Robert Jagger, Deputy City Attorney

Attachments: Attachments A - C and Additional Information for Amendment

Attachment A - Scope of Services

Excerpt from Consultant Proposal dated February 24, 2025, Page 1

Dunakilly is requesting an amendment for additional project management services to account for project conditions differing from the parameters offered in our proposal. Specifically, the duration of the project has increased due to following, unanticipated issues encountered during design and construction:

1. Addition of geothermal requirements by the City of Pueblo, extending the design duration.
    a. Design scenarios (3 total options) developed and budgeted prior to Mayor presentation.
    b. Geothermal grant developed by Allred & Dunakilly
    c. Geothermal vertical test bore requirements prior to completion of design
    d. Vertical testing bore company contracted through Allred
2. 18- month construction schedule proposed and accepted from Nunn Construction in lieu of 12-month construction program included in our proposal.
3. Cost reduction effort to achieve project budget not anticipated nor included in our proposal.
4. Delays by Black Hills Energy in removal of existing poles/power lines and additional coordination effort not anticipated at time of proposal.
5. Multiple unjustified cost and schedule claims by Nunn Construction requiring additional time and effort to review, negotiate and resolve.

Attachment B - Fee Schedule

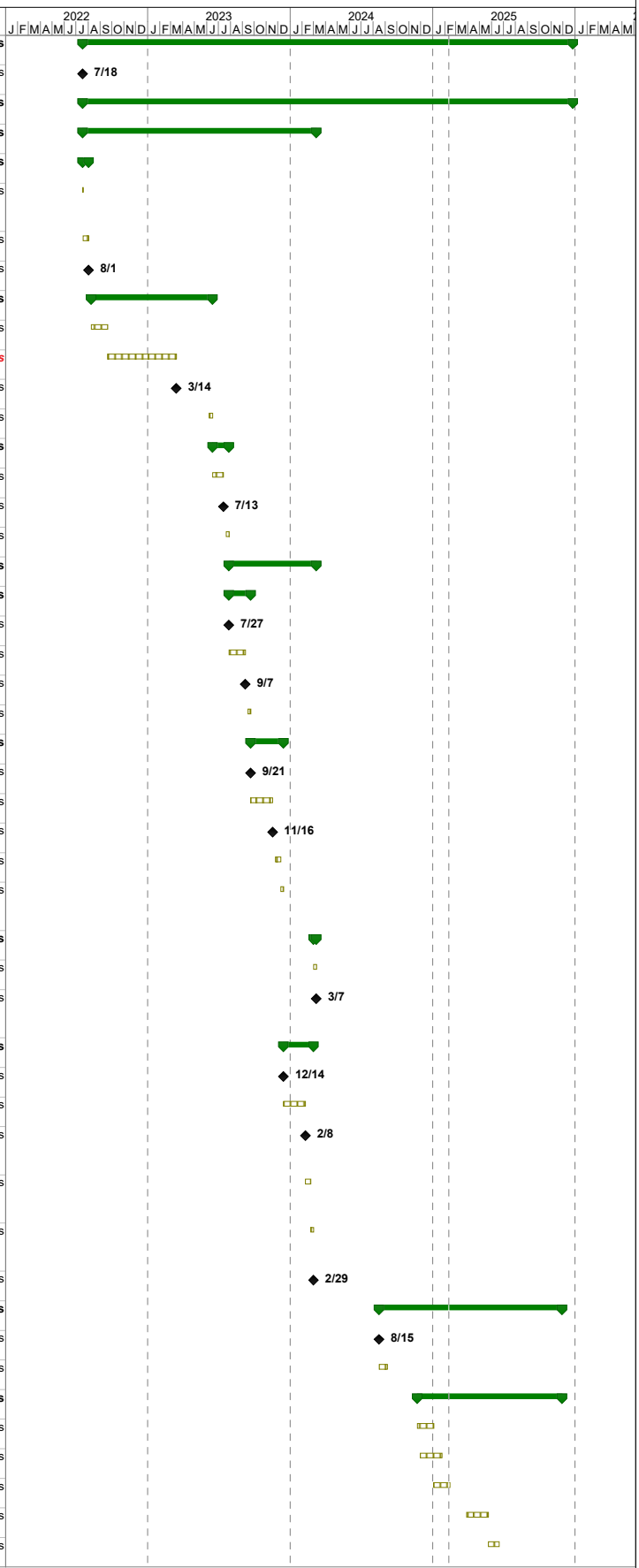
Excerpt from Consultant Proposal dated February 24, 2025, Page 2

Labor Costs	Hours	Hourly Rate	Total
Gary Cahill	390	$180.00	$70,200.00
Principal/Project Manager			
Trey Sieradski	83	$110.00	$9,130.00
Project Engineer			
Colin Cahill	50	$110.00	$5,500.00
Project Engineer			
Rob Deevy	22	$180.00	$3,960.00
Cost & Schedule Control			
Total Additional Services/Amendment			$88,790.00

Attachment C - Work Schedule

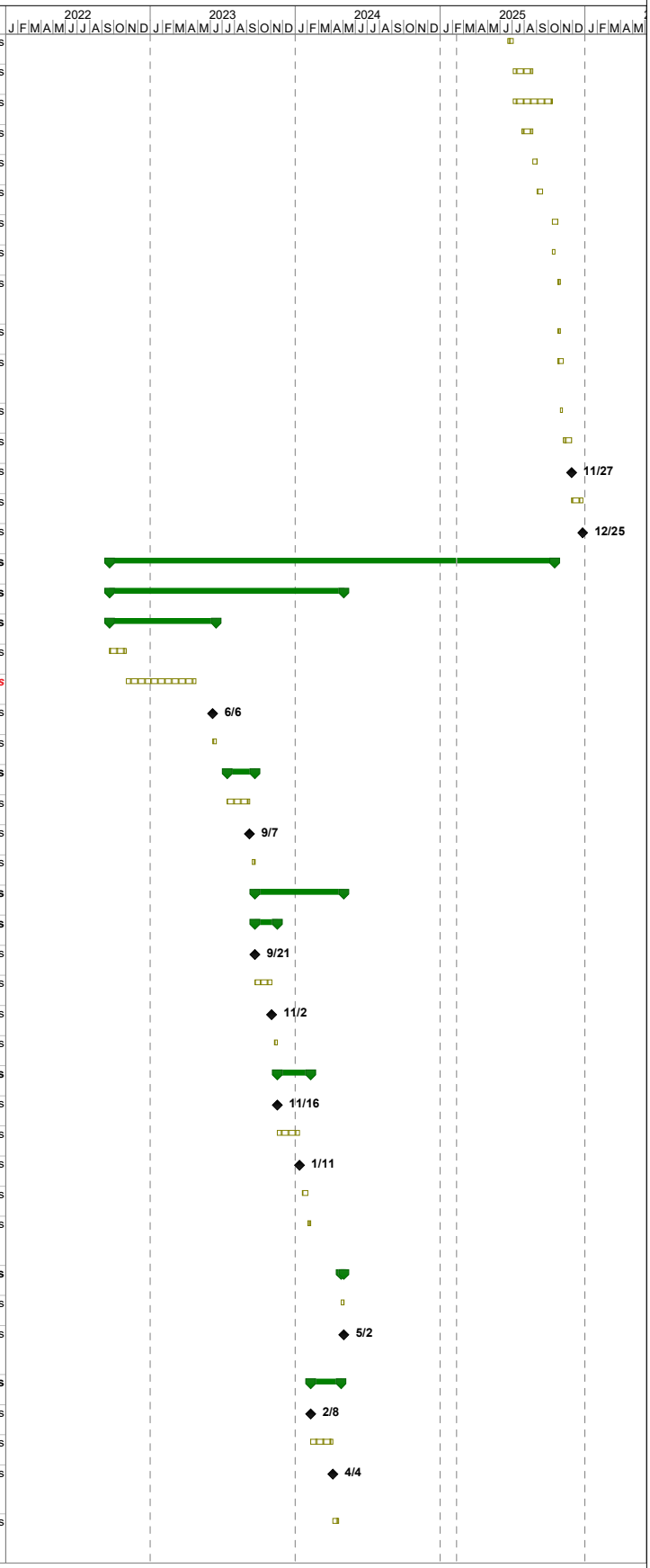
Excerpt from Consultant Proposal dated February 24, 2025, Pages 3 – 6

ID	Task Name	Duration	Start	Finish	Cost	Work
1	**Pueblo Fire Station Program (Stations 6,8,11)**	**899 days**	**7/18/22**	**12/25/25**	**$313,948.80**	**1,744.16 hrs**
2	Notice to Proceed - Owner's Rep Services	0 days	7/18/22	7/18/22	$0.00	0 hrs
15	**Station #6 (New Facility)**	**899 days**	**7/18/22**	**12/25/25**	**$119,664.00**	**664.8 hrs**
16	**Project Design and Documentation**	**429 days**	**7/18/22**	**3/7/24**	**$61,776.00**	**343.2 hrs**
17	**Project Programming (all projects)**	**11 days**	**7/18/22**	**8/1/22**	**$0.00**	**0 hrs**
18	Kickoff Meeting: Program Verification	1 day	7/18/22	7/18/22	$0.00	0 hrs
19	Programming Documentation	10 days	7/19/22	8/1/22	$0.00	0 hrs
20	Programming Review Meeting	0 days	8/1/22	8/1/22	$0.00	0 hrs
21	**Schematic Design**	**223 days**	**8/9/22**	**6/15/23**	**$0.00**	**0 hrs**
22	SD Development	30 days	8/9/22	9/19/22	$0.00	0 hrs
23	***Net Zero Design Addition***	***126 days***	***9/20/22***	***3/14/23***	***$0.00***	***0 hrs***
24	SD Progress Submittal	0 days	3/14/23	3/14/23	$0.00	0 hrs
25	SD Review Period	7 days	6/7/23	6/15/23	$0.00	0 hrs
26	**Design Development**	**30 days**	**6/16/23**	**7/27/23**	**$0.00**	**0 hrs**
27	DD Development	20 days	6/16/23	7/13/23	$0.00	0 hrs
28	DD Progress Submittal	0 days	7/13/23	7/13/23	$0.00	0 hrs
29	DD Review Period	5 days	7/21/23	7/27/23	$0.00	0 hrs
30	**Construction Documents**	**160 days**	**7/27/23**	**3/7/24**	**$0.00**	**0 hrs**
31	**50% Construction Documents**	**40 days**	**7/27/23**	**9/21/23**	**$0.00**	**0 hrs**
32	NTP 50% CD Development	0 days	7/27/23	7/27/23	$0.00	0 hrs
33	50% CD Development	30 days	7/28/23	9/7/23	$0.00	0 hrs
34	50% CD Progress Submittal	0 days	9/7/23	9/7/23	$0.00	0 hrs
35	50% CD Review Period	5 days	9/15/23	9/21/23	$0.00	0 hrs
36	**90% Construction Documents**	**60 days**	**9/21/23**	**12/14/23**	**$0.00**	**0 hrs**
37	NTP 90% CD Development	0 days	9/21/23	9/21/23	$0.00	0 hrs
38	90% CD Development	40 days	9/22/23	11/16/23	$0.00	0 hrs
39	90% CD Progress Submittal	0 days	11/16/23	11/16/23	$0.00	0 hrs
40	90% CD Review Period	10 days	11/24/23	12/7/23	$0.00	0 hrs
41	Revisions from 90% CD Meeting	5 days	12/8/23	12/14/23	$0.00	0 hrs
42	**100% CDs (permit review comments)**	**5 days**	**3/1/24**	**3/7/24**	**$0.00**	**0 hrs**
43	100% CD Development	5 days	3/1/24	3/7/24	$0.00	0 hrs
44	Revisions from 100% CD Meeting	0 days	3/7/24	3/7/24	$0.00	0 hrs
45	**Building Permit (#6)**	**55 days**	**12/14/23**	**2/29/24**	**$0.00**	**0 hrs**
46	Submit for Permit	0 days	12/14/23	12/14/23	$0.00	0 hrs
47	Building Permit Review	40 days	12/15/23	2/8/24	$0.00	0 hrs
48	Receive comments from Building Department	0 days	2/8/24	2/8/24	$0.00	0 hrs
49	Revisions/resubmit response Building Department comments	10 days	2/9/24	2/22/24	$0.00	0 hrs
50	Building Permit Review of responses	5 days	2/23/24	2/29/24	$0.00	0 hrs
51	Receive Building Permit	0 days	2/29/24	2/29/24	$0.00	0 hrs
52	**Construction**	**335 days**	**8/15/24**	**11/27/25**	**$57,888.00**	**321.6 hrs**
53	Notice to Proceed - Construction	0 days	8/15/24	8/15/24	$0.00	0 hrs
54	Mobilization/Submittals/Coordination	15 days	8/16/24	9/5/24	$0.00	0 hrs
55	**Building Construction**	**265 days**	**11/22/24**	**11/27/25**	**$0.00**	**0 hrs**
56	Earthwork	30 days	11/22/24	1/2/25	$0.00	0 hrs
57	Utilities	40 days	11/29/24	1/23/25	$0.00	0 hrs
58	Foundations	30 days	1/3/25	2/13/25	$0.00	0 hrs
59	Building Structure	40 days	3/28/25	5/22/25	$0.00	0 hrs
61	Wall Enclosure	20 days	5/23/25	6/19/25	$0.00	0 hrs



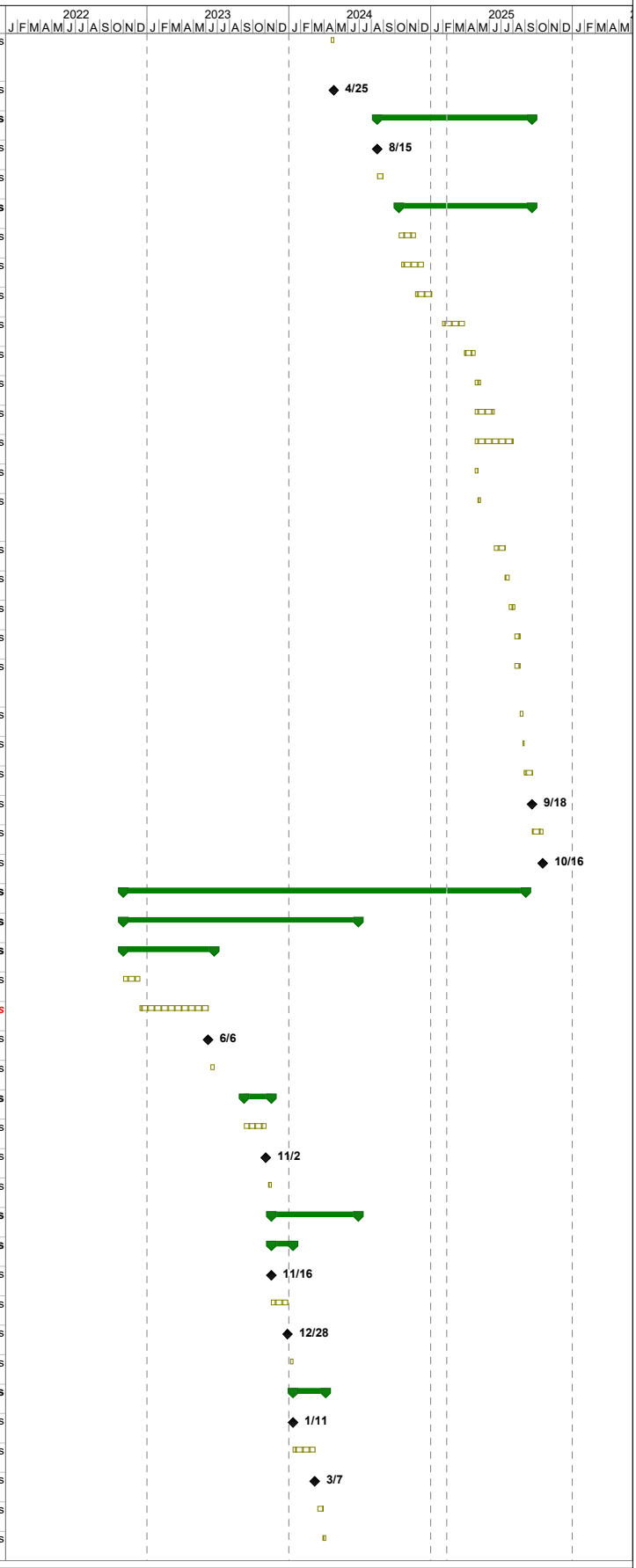
CITY OF PUEBLO
Fire Station Program (Stations 6,8,11)
UPDATED Program

ID	Task Name	Duration	Start	Finish	Cost	Work
62	Roof Enclosure	10 days	6/20/25	7/3/25	$0.00	0 hrs
60	Exterior Finishes	35 days	7/4/25	8/21/25	$0.00	0 hrs
63	Interior Finishes	70 days	7/4/25	10/9/25	$0.00	0 hrs
64	Site Paving	20 days	7/25/25	8/21/25	$0.00	0 hrs
65	Site Improvements	7 days	8/22/25	9/1/25	$0.00	0 hrs
66	Landscape & Irrigation	10 days	9/2/25	9/15/25	$0.00	0 hrs
67	Furniture & Fixtures	10 days	10/10/25	10/23/25	$0.00	0 hrs
71	Signage	5 days	10/10/25	10/16/25	$0.00	0 hrs
68	Final Inspections/Certificate of Occupancy	5 days	10/24/25	10/30/25	$0.00	0 hrs
69	Equipment Installation	5 days	10/24/25	10/30/25	$0.00	0 hrs
72	Special Systems/Network Programming	10 days	10/24/25	11/6/25	$0.00	0 hrs
70	Fire Equipment deployment	3 days	10/31/25	11/4/25	$0.00	0 hrs
73	Startup and Commissioning	15 days	11/7/25	11/27/25	$0.00	0 hrs
74	Move-in/Facility Operational	0 days	11/27/25	11/27/25	$0.00	0 hrs
76	Project Financial Reconciliation/Closeout	20 days	11/28/25	12/25/25	$0.00	0 hrs
75	***Station #6 Project Complete***	0 days	12/25/25	12/25/25	$0.00	0 hrs
77	**Station #8 (New Facility)**	**803 days**	**9/20/22**	**10/16/25**	**$85,795.20**	**476.64 hrs**
78	**Project Design and Documentation**	**423 days**	**9/20/22**	**5/2/24**	**$36,547.20**	**203.04 hrs**
79	**Schematic Design**	**193 days**	**9/20/22**	**6/15/23**	**$0.00**	**0 hrs**
80	SD Development	30 days	9/20/22	10/31/22	$0.00	0 hrs
81	***Net Zero Design Addition***	***126 days***	***11/1/22***	***4/25/23***	***$0.00***	***0 hrs***
82	SD Progress Submittal	0 days	6/6/23	6/6/23	$0.00	0 hrs
83	SD Review Period	7 days	6/7/23	6/15/23	$0.00	0 hrs
84	**Design Development**	**50 days**	**7/14/23**	**9/21/23**	**$0.00**	**0 hrs**
85	DD Development	40 days	7/14/23	9/7/23	$0.00	0 hrs
86	DD Progress Submittal	0 days	9/7/23	9/7/23	$0.00	0 hrs
87	DD Review Period	5 days	9/15/23	9/21/23	$0.00	0 hrs
88	**Construction Documents**	**160 days**	**9/21/23**	**5/2/24**	**$0.00**	**0 hrs**
89	**50% Construction Documents**	**40 days**	**9/21/23**	**11/16/23**	**$0.00**	**0 hrs**
90	NTP 50% CD Development	0 days	9/21/23	9/21/23	$0.00	0 hrs
91	50% CD Development	30 days	9/22/23	11/2/23	$0.00	0 hrs
92	50% CD Progress Submittal	0 days	11/2/23	11/2/23	$0.00	0 hrs
93	50% CD Review Period	5 days	11/10/23	11/16/23	$0.00	0 hrs
94	**90% Construction Documents**	**60 days**	**11/16/23**	**2/8/24**	**$0.00**	**0 hrs**
95	NTP 90% CD Development	0 days	11/16/23	11/16/23	$0.00	0 hrs
96	90% CD Development	40 days	11/17/23	1/11/24	$0.00	0 hrs
97	90% CD Progress Submittal	0 days	1/11/24	1/11/24	$0.00	0 hrs
98	90% CD Review Period	10 days	1/19/24	2/1/24	$0.00	0 hrs
99	Revisions from 90% CD Meeting	5 days	2/2/24	2/8/24	$0.00	0 hrs
100	**100% CDs (permit review comments)**	**5 days**	**4/26/24**	**5/2/24**	**$0.00**	**0 hrs**
101	100% CD Development	5 days	4/26/24	5/2/24	$0.00	0 hrs
102	Revisions from 100% CD Meeting	0 days	5/2/24	5/2/24	$0.00	0 hrs
103	**Building Permit (#8)**	**55 days**	**2/8/24**	**4/25/24**	**$0.00**	**0 hrs**
104	Submit for Permit	0 days	2/8/24	2/8/24	$0.00	0 hrs
105	Building Permit Review	40 days	2/9/24	4/4/24	$0.00	0 hrs
106	Receive comments from Building Department	0 days	4/4/24	4/4/24	$0.00	0 hrs
107	Revisions/resubmit response Building Department comments	10 days	4/5/24	4/18/24	$0.00	0 hrs



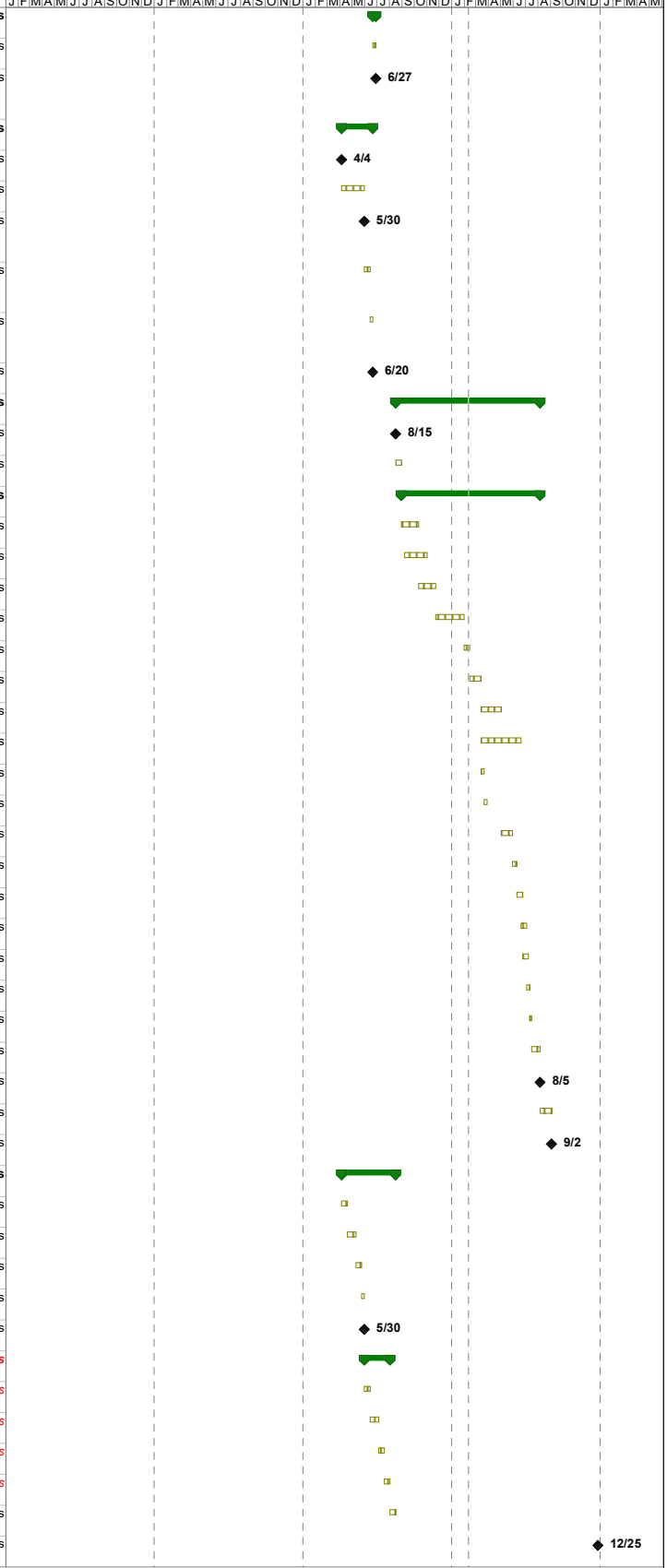
CITY OF PUEBLO
Fire Station Program (Stations 6,8,11)
UPDATED Program

ID	Task Name	Duration	Start	Finish	Cost	Work
108	Building Permit Review of responses	5 days	4/19/24	4/25/24	$0.00	0 hrs
109	Receive Building Permit	0 days	4/25/24	4/25/24	$0.00	0 hrs
110	**Construction**	**285 days**	**8/15/24**	**9/18/25**	**$49,248.00**	**273.6 hrs**
111	Notice to Proceed - Construction	0 days	8/15/24	8/15/24	$0.00	0 hrs
112	Mobilization/Submittals/Coordination	10 days	8/16/24	8/29/24	$0.00	0 hrs
113	**Building Construction**	**245 days**	**10/11/24**	**9/18/25**	**$0.00**	**0 hrs**
114	Earthwork	30 days	10/11/24	11/21/24	$0.00	0 hrs
115	Utilities	40 days	10/18/24	12/12/24	$0.00	0 hrs
116	Foundations	30 days	11/22/24	1/2/25	$0.00	0 hrs
117	Building Structure	40 days	1/31/25	3/27/25	$0.00	0 hrs
118	Wall Enclosure	20 days	3/28/25	4/24/25	$0.00	0 hrs
119	Roof Enclosure	10 days	4/25/25	5/8/25	$0.00	0 hrs
120	Exterior Finishes	35 days	4/25/25	6/12/25	$0.00	0 hrs
121	Interior Finishes	70 days	4/25/25	7/31/25	$0.00	0 hrs
126	Signage	5 days	4/25/25	5/1/25	$0.00	0 hrs
127	Final Inspections/Certificate of Occupancy	5 days	5/2/25	5/8/25	$0.00	0 hrs
122	Site Paving	20 days	6/13/25	7/10/25	$0.00	0 hrs
123	Site Improvements	7 days	7/11/25	7/21/25	$0.00	0 hrs
124	Landscape & Irrigation	10 days	7/22/25	8/4/25	$0.00	0 hrs
125	Furniture & Fixtures	10 days	8/5/25	8/18/25	$0.00	0 hrs
129	Special Systems/Network Programming	10 days	8/5/25	8/18/25	$0.00	0 hrs
128	Equipment Installation	5 days	8/19/25	8/25/25	$0.00	0 hrs
130	Fire Equipment deployment	3 days	8/26/25	8/28/25	$0.00	0 hrs
131	Startup and Commissioning	15 days	8/29/25	9/18/25	$0.00	0 hrs
132	Move-in/Facility Operational	0 days	9/18/25	9/18/25	$0.00	0 hrs
133	Project Financial Reconciliation/Closeout	20 days	9/19/25	10/16/25	$0.00	0 hrs
134	***Station #8 Project Complete***	0 days	10/16/25	10/16/25	$0.00	0 hrs
135	**Station #11 (New Facility)**	**741 days**	**11/1/22**	**9/2/25**	**$81,129.60**	**450.72 hrs**
136	**Project Design and Documentation**	**433 days**	**11/1/22**	**6/27/24**	**$37,411.20**	**207.84 hrs**
137	**Schematic Design**	**168 days**	**11/1/22**	**6/22/23**	**$0.00**	**0 hrs**
138	SD Development	30 days	11/1/22	12/12/22	$0.00	0 hrs
139	***Net Zero Design Addition***	***126 days***	***12/13/22***	***6/6/23***	***$0.00***	***0 hrs***
140	SD Progress Submittal	0 days	6/6/23	6/6/23	$0.00	0 hrs
141	SD Review Period	7 days	6/14/23	6/22/23	$0.00	0 hrs
142	**Design Development**	**50 days**	**9/8/23**	**11/16/23**	**$0.00**	**0 hrs**
143	DD Development	40 days	9/8/23	11/2/23	$0.00	0 hrs
144	DD Progress Submittal	0 days	11/2/23	11/2/23	$0.00	0 hrs
145	DD Review Period	5 days	11/10/23	11/16/23	$0.00	0 hrs
146	**Construction Documents**	**160 days**	**11/16/23**	**6/27/24**	**$0.00**	**0 hrs**
147	**50% Construction Documents**	**40 days**	**11/16/23**	**1/11/24**	**$0.00**	**0 hrs**
148	NTP 50% CD Development	0 days	11/16/23	11/16/23	$0.00	0 hrs
149	50% CD Development	30 days	11/17/23	12/28/23	$0.00	0 hrs
150	50% CD Progress Submittal	0 days	12/28/23	12/28/23	$0.00	0 hrs
151	50% CD Review Period	5 days	1/5/24	1/11/24	$0.00	0 hrs
152	**90% Construction Documents**	**60 days**	**1/11/24**	**4/4/24**	**$0.00**	**0 hrs**
153	NTP 90% CD Development	0 days	1/11/24	1/11/24	$0.00	0 hrs
154	90% CD Development	40 days	1/12/24	3/7/24	$0.00	0 hrs
155	90% CD Progress Submittal	0 days	3/7/24	3/7/24	$0.00	0 hrs
156	90% CD Review Period	10 days	3/15/24	3/28/24	$0.00	0 hrs
157	Revisions from 90% CD Meeting	5 days	3/29/24	4/4/24	$0.00	0 hrs



CITY OF PUEBLO
Fire Station Program (Stations 6,8,11)
UPDATED Program

ID	Task Name	Duration	Start	Finish	Cost	Work
158	**100% CDs (permit review comments)**	**5 days**	**6/21/24**	**6/27/24**	**$0.00**	**0 hrs**
159	100% CD Development	5 days	6/21/24	6/27/24	$0.00	0 hrs
160	Revisions from 100% CD Meeting	0 days	6/27/24	6/27/24	$0.00	0 hrs
161	**Building Permit (#11)**	**55 days**	**4/4/24**	**6/20/24**	**$0.00**	**0 hrs**
162	Submit for Permit	0 days	4/4/24	4/4/24	$0.00	0 hrs
163	Building Permit Review	40 days	4/5/24	5/30/24	$0.00	0 hrs
164	Receive comments from Building Department	0 days	5/30/24	5/30/24	$0.00	0 hrs
165	Revisions/resubmit response Building Department comments	10 days	5/31/24	6/13/24	$0.00	0 hrs
166	Building Permit Review of responses	5 days	6/14/24	6/20/24	$0.00	0 hrs
167	Receive Building Permit	0 days	6/20/24	6/20/24	$0.00	0 hrs
168	**Construction**	**253 days**	**8/15/24**	**8/5/25**	**$43,718.40**	**242.88 hrs**
169	Notice to Proceed - Construction	0 days	8/15/24	8/15/24	$0.00	0 hrs
170	Mobilization/Submittals/Coordination	10 days	8/16/24	8/29/24	$0.00	0 hrs
171	**Building Construction**	**243 days**	**8/30/24**	**8/5/25**	**$0.00**	**0 hrs**
172	Earthwork	30 days	8/30/24	10/10/24	$0.00	0 hrs
173	Utilities	40 days	9/6/24	10/31/24	$0.00	0 hrs
174	Foundations	30 days	10/11/24	11/21/24	$0.00	0 hrs
175	Building Structure	50 days	11/22/24	1/30/25	$0.00	0 hrs
177	Roof Enclosure	10 days	1/31/25	2/13/25	$0.00	0 hrs
176	Wall Enclosure	20 days	2/14/25	3/13/25	$0.00	0 hrs
178	Exterior Finishes	35 days	3/14/25	5/1/25	$0.00	0 hrs
179	Interior Finishes	70 days	3/14/25	6/19/25	$0.00	0 hrs
184	Signage	5 days	3/14/25	3/20/25	$0.00	0 hrs
185	Final Inspections/Certificate of Occupar	5 days	3/21/25	3/27/25	$0.00	0 hrs
180	Site Paving	20 days	5/2/25	5/29/25	$0.00	0 hrs
181	Site Improvements	7 days	5/30/25	6/9/25	$0.00	0 hrs
182	Landscape & Irrigation	10 days	6/10/25	6/23/25	$0.00	0 hrs
183	Furniture & Fixtures	10 days	6/20/25	7/3/25	$0.00	0 hrs
187	Special Systems/Network Programming	10 days	6/24/25	7/7/25	$0.00	0 hrs
186	Equipment Installation	5 days	7/4/25	7/10/25	$0.00	0 hrs
188	Fire Equipment deployment	3 days	7/11/25	7/15/25	$0.00	0 hrs
189	Startup and Commissioning	15 days	7/16/25	8/5/25	$0.00	0 hrs
190	Move-in/Facility Operational	0 days	8/5/25	8/5/25	$0.00	0 hrs
191	Project Financial Reconciliation/Closeout	20 days	8/6/25	9/2/25	$0.00	0 hrs
192	***Station #11 Project Complete***	0 days	9/2/25	9/2/25	$0.00	0 hrs
3	**General Contractor RFP- BID**	**95 days**	**4/5/24**	**8/15/24**	**$27,360.00**	**152 hrs**
4	Develop GC Request for Proposals (RFP)	10 days	4/5/24	4/18/24	$0.00	0 hrs
5	GC RFP Response Period	15 days	4/19/24	5/9/24	$0.00	0 hrs
6	GC RFP Review	10 days	5/10/24	5/23/24	$0.00	0 hrs
7	GC Evaluation	5 days	5/24/24	5/30/24	$0.00	0 hrs
8	GC Selection	0 days	5/30/24	5/30/24	$0.00	0 hrs
9	***Cost Reduction Efforts***	***45 days***	***5/31/24***	***8/1/24***	***$0.00***	***0 hrs***
10	*Develop List of Cost Reductions*	*10 days*	*5/31/24*	*6/13/24*	*$0.00*	*0 hrs*
11	*Pricing by GC of Cost Reductions*	*15 days*	*6/14/24*	*7/4/24*	*$0.00*	*0 hrs*
12	*Negotiation of Cost Reductions*	*10 days*	*7/5/24*	*7/18/24*	*$0.00*	*0 hrs*
13	*Revised Proposal Incorporating Cost Redu*	*10 days*	*7/19/24*	*8/1/24*	*$0.00*	*0 hrs*
14	GC Contract Executed	10 days	8/2/24	8/15/24	$0.00	0 hrs
193	Pueblo Fire Station Program Complete	0 days	12/25/25	12/25/25	$0.00	0 hrs

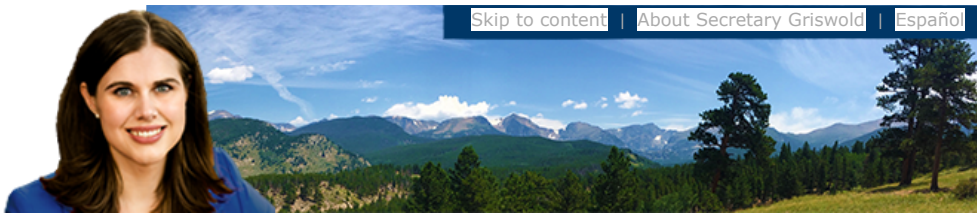


Additional Information for Amendment

Certificate of Good Standing

PERA Questionnaire

Insurance Certificate(s)



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	Dunakilly Management Group Corp.		
Status	Good Standing	**Formation date**	06/06/2007
ID number	20071268773	**Form**	Corporation
Periodic report month	June	**Jurisdiction**	Colorado
Principal office street address	1979 W Littleton Blvd, Littleton, CO 80120, US		
Principal office mailing address	1979 W Littleton Blvd, Littleton, CO 80120, US		

Registered Agent	
Name	Robert Deevy
Street address	1979 W Littleton Blvd, Littleton, CO 80120, US
Mailing address	1979 W Littleton Blvd, Littleton, CO 80120, 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,

Dunakilly Management Group Corp.

is a

Corporation

formed or registered on 06/06/2007 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 20071268773 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 03/28/2025 that have been posted, and by documents delivered to this office electronically through 03/31/2025 @ 12:55:44 .

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 03/31/2025 @ 12:55:44 in accordance with applicable law. This certificate is assigned Confirmation Number 17154847 .

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."

COLORADO PUBLIC EMPLOYEES RETIREMENT ASSOCIATION
SUPPLEMENTAL QUESTIONNAIRE TO BE ANSWERED BY
ANY BUSINESS PERFORMING SERVICES FOR THE CITY OF PUEBLO

Pursuant to section 24-51-1101(2), C.R.S., salary or other compensation from the employment, engagement, retention or other use of a person receiving retirement benefits (Retiree) through the Colorado Public Employees Retirement Association (PERA) in an individual capacity or of any entity owned or operated by a PERA Retiree or an affiliated party by the City of Pueblo to perform any service as an employee, contract employee, consultant, independent contractor, or through other arrangements, is subject to employer contributions to PERA by the City of Pueblo. Therefore, as a condition of contracting for services with the City of Pueblo, this document must be completed, signed and returned to the City of Pueblo:

(a) Are you, or do you employ or engage in any capacity, including an independent contractor, a PERA Retiree who will perform any services for the City of Pueblo? Yes___, No_X_. (If you answered "no" please proceed to signature section at bottom of this page.)

(b) If you answered "yes" to (a) above, please answer the following question: Are you an individual, sole proprietor or partnership, or a business or company owned or operated by a PERA Retiree or an affiliated party? For purposes of responding to this question, an "affiliated party" includes (1) any person who is the named beneficiary or cobeneficiary on the PERA account of the PERA Retiree; (2) any person who is a relative of the PERA Retiree by blood or adoption to and including parents, siblings, half-siblings, children, and grandchildren; (3) any person who is a relative of the PERA Retiree by marriage to and including spouse, spouse's parents, stepparents, stepchildren, stepsiblings, and spouse's siblings; and (4) any person or entity with whom the PERA Retiree has an agreement to share or otherwise profit from the performance of services for the City of Pueblo by the PERA Retiree other than the PERA Retiree's regular salary or compensation. Yes ____, No____.

If you answered "yes" please state which of the above entities best describes your business:

_____.

(c) If you answered "yes" to both (a) and (b), you agree to reimburse the City of Pueblo for any employer contribution required to be paid by the City of Pueblo to PERA for salary or other compensation paid to you as a PERA Retiree or paid to any employee or independent contractor of yours who is a PERA Retiree performing services for the City of Pueblo. You further authorize the City of Pueblo to deduct and withhold all such contributions from any moneys due or payable to you by the City of Pueblo under any current or future contract or other arrangement for services between you and the City of Pueblo.

Please provide the name, address, date of birth, and social security number of each such PERA Retiree. If more than two, please attach a supplemental list.

Name	Address	DOB	Social Security Number
Name	Address	DOB	Social Security Number

Failure to accurately complete, sign and return this document to the City of Pueblo may result in you being denied the privilege of doing business with the City of Pueblo.

Company Name: Dunakilly Management Group Corp.

Authorized Signature: _____ Title: President

Printed Name: Rob Deevy Date: 6/22/22

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/3/2025

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
Acrisure Northwest Partners Insurance Services, LLC
1680 38th Street
Suite 110
Boulder CO 80301

CONTACT NAME: Tricia Buckalew-Buchanan
PHONE (A/C, No, Ext): 303-442-1484 **FAX (A/C, No):** 303-442-8822
E-MAIL ADDRESS: certificates@taggartinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Pinnacol Assurance	41190
INSURER B : Hartford Casualty Insurance Company	29424
INSURER C : Cincinnati Specialty Underwriters Insurance Compan	13037
INSURER D :	
INSURER E :	
INSURER F :	

INSURED DUNAMAN-01
Dunakilly Management Group Corporation
1979 W. Littleton Blvd
Littleton CO 80120

COVERAGES **CERTIFICATE NUMBER:** 664417293 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	Y		34SBAUI7723	6/10/2024	6/10/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 2,000,000 $ 300,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
B	**AUTOMOBILE LIABILITY** ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			34SBAUI7723	6/10/2024	6/10/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 2,000,000 $ $ $ $
B	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $ 10,000			34SBAUI7723	6/10/2024	6/10/2025	EACH OCCURRENCE AGGREGATE 	$ 3,000,000 $ 3,000,000 $
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		4129444	2/1/2025	2/1/2026	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
C	E&O			CSU0157620	10/4/2024	10/4/2025	Aggregate Deductible	$2,000,000 $10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: 22-030 RFP – Project Representative and Construction Inspection Services for New Fire Stations 6,8 and 11 City of Pueblo, its agents, officers and employees are included as Additional Insured on General Liability policy when required by written contract. Hired and Non-Owned Auto coverage is included in the General Liability

CERTIFICATE HOLDER

City of Pueblo, a Municipal Corporation,
230 S. Mechanic Street
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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Docusign Envelope ID: ADA7AD16-72DF-4993-8D00-4F9240782242

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: May 12, 2025

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 $85,839.50 TO WICKED OUTLAW CONSTRUCTION, FOR PROJECT NO. 25-045, CONCRETE IMPROVEMENTS - ELMWOOD GOLF COURSE CART PATH, SETTING FORTH $15,000 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

SUMMARY:

Attached is a resolution awarding a construction contract to Wicked Outlaw Construction, for Project No. 25-045, Concrete Improvements - Elmwood Golf Course Cart Path.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

This project will consist of replacing the existing asphalt cart path with a new concrete path at Elmwood Golf Course.

This Resolution awards the construction contract for the base bid and bid alternate 1 to Wicked Outlaw Construction.

FINANCIAL IMPLICATIONS:

Funding (including contingencies), in the amount of $100,839.50, will be paid from Project Account EW2101 - Cart Path Repair/Replace - Elmwood.

Docusign Envelope ID: ADA7AD16-72DF-4993-8D00-4F9240782242

BOARD/COMMISSION RECOMMENDATION

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Denial of this resolution will cancel the project.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 25-045 Bid Summary

Docusign Envelope ID: ADA7AD16-72DF-4993-8D00-4F9240782242

RESOLUTION NO. 15980

A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF $85,839.50 TO WICKED OUTLAW CONSTRUCTION, FOR PROJECT NO. 25-045, CONCRETE IMPROVEMENTS - ELMWOOD GOLF COURSE CART PATH, SETTING FORTH $15,000 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

WHEREAS, competitive bids for Project No. 25-045, Concrete Improvements - Elmwood Golf Course Cart Path have been received and examined; AND,

WHEREAS, the proposal of Wicked Outlaw Construction, was the lowest bid determined to be responsive, and the Committee of Awards recommends to the City Council that it authorize Project No. 25-045, Concrete Improvements - Elmwood Golf Course Cart Path to be performed; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The City Council authorizes Project No. 25-045, Concrete Improvements - Elmwood Golf Course Cart Path to be performed, and the contract for said project is hereby awarded to Wicked Outlaw Construction, in the amount of $85,839.50.

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…….$15,000.00

SECTION 4.

Funding, in the amount of $100,839.50 shall be from Project Account EW2101 - Cart Path Repair/Replace - Elmwood.

Docusign Envelope ID: ADA7AD16-72DF-4993-8D00-4F9240782242

SECTION 5.

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

SECTION 6.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: May 12, 2025

BY: Brett Boston
MEMBER OF CITY COUNCIL

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

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

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

EVALUATION TABULATION

IFB No. 25-045 (EW2101)

Concrete Improvements - Elmwood Golf Course Cart Path

RESPONSE DEADLINE: April 30, 2025 at 10:30 am

Report Generated: Thursday, May 1, 2025

VENDOR TOTALS

Vendor	BASE BID	BID ALTERNATE NO. 1	Total
Wicked Outlaw Construction	$68,652.00	$17,187.50	$85,839.50
R.D.R Construction	$67,401.28	$20,487.50	$87,888.78
Balance Concrete LLC	$69,545.60	$19,862.50	$89,408.10
A 5 Construction	$72,793.00	$19,987.50	$92,780.50
American Dirt Contractors, LLC	$72,960.00	$20,531.25	$93,491.25
Doug Vaughn, LLC	$75,644.80	$18,080.00	$93,724.80
Panther Concrete	$76,059.00	$21,337.50	$97,396.50
Corsentino Construction	$74,185.00	$23,262.50	$97,447.50
Drengr Solutions LLC	$78,737.22	$20,325.00	$99,062.22
Cumbre Solutions LLC	$84,308.75	$24,000.00	$108,308.75
Chato's Juarez Company LLC	$86,634.50	$24,937.50	$111,572.00
Gray Matter Construction	$93,344.90	$23,862.50	$117,207.40
Flat and Fancy	$95,353.98	$24,703.75	$120,057.73
Maverick Construction	$163,498.65	$45,400.19	$208,898.84

BASE BID (Table 1 of 3)

BASE BID					A 5 Construction		American Dirt Contractors, LLC		Balance Concrete LLC		Chato's Juarez Company LLC		Corsentino 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 Asphalt	5867	S.F.	$2.00	$11,734.00	$3.00	$17,601.00	$2.00	$11,734.00	$2.50	$14,667.50	$2.50	$14,667.50
X	2	Clear and Grub	1307	S.F.	$2.00	$2,614.00	$2.00	$2,614.00	$1.80	$2,352.60	$1.00	$1,307.00	$2.50	$3,267.50
X	3	Construct 4" Concrete	5800	S.F.	$7.50	$43,500.00	$7.15	$41,470.00	$7.70	$44,660.00	$10.00	$58,000.00	$7.00	$40,600.00
X	4	Construct 7" Reinforced Concrete	820	S.F.	$11.00	$9,020.00	$11.25	$9,225.00	$10.70	$8,774.00	$13.00	$10,660.00	$10.00	$8,200.00
X	5	Install Class 6 Base Material (Place and Compact)	5	TONS	$35.00	$175.00	$200.00	$1,000.00	$55.00	$275.00	$100.00	$500.00	$700.00	$3,500.00
X	6	Erosion and Sediment Control	1	LS	$750.00	$750.00	$400.00	$400.00	$100.00	$100.00	$500.00	$500.00	$700.00	$700.00
X	7	Traffic Control	1	LS	$2,500.00	$2,500.00	$350.00	$350.00	$1,300.00	$1,300.00	$500.00	$500.00	$750.00	$750.00
X	8	Mobilization	1	LS	$2,500.00	$2,500.00	$300.00	$300.00	$350.00	$350.00	$500.00	$500.00	$2,500.00	$2,500.00
Total						$72,793.00		$72,960.00		$69,545.60		$86,634.50		$74,185.00

BASE BID (Table 2 of 3)

BASE BID					Cumbre Solutions LLC		Doug Vaughn, LLC		Drengr Solutions LLC		Flat and Fancy		Gray Matter 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 Asphalt	5867	S.F.	$3.75	$22,001.25	$2.50	$14,667.50	$1.89	$11,088.63	$2.22	$13,024.74	$3.20	$18,774.40
X	2	Clear and Grub	1307	S.F.	$2.50	$3,267.50	$1.90	$2,483.30	$1.57	$2,051.99	$3.32	$4,339.24	$1.50	$1,960.50
X	3	Construct 4" Concrete	5800	S.F.	$8.45	$49,010.00	$6.70	$38,860.00	$8.59	$49,822.00	$9.75	$56,550.00	$7.90	$45,820.00
X	4	Construct 7" Reinforced Concrete	820	S.F.	$10.25	$8,405.00	$14.00	$11,480.00	$13.78	$11,299.60	$9.00	$7,380.00	$22.00	$18,040.00
X	5	Install Class 6 Base Material (Place and Compact)	5	TONS	$75.00	$375.00	$60.00	$300.00	$75.00	$375.00	$152.00	$760.00	$310.00	$1,550.00
X	6	Erosion and Sediment Control	1	LS	$500.00	$500.00	$30.00	$30.00	$1,300.00	$1,300.00	$800.00	$800.00	$2,200.00	$2,200.00
X	7	Traffic Control	1	LS	$250.00	$250.00	$1,000.00	$1,000.00	$1,300.00	$1,300.00	$2,500.00	$2,500.00	$2,000.00	$2,000.00
X	8	Mobilization	1	LS	$500.00	$500.00	$6,824.00	$6,824.00	$1,500.00	$1,500.00	$10,000.00	$10,000.00	$3,000.00	$3,000.00
Total						$84,308.75		$75,644.80		$78,737.22		$95,353.98		$93,344.90

BASE BID (Table 3 of 3)

BASE BID					Maverick Construction		Panther Concrete		R.D.R Construction		Wicked Outlaw Construction	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	1	Remove Asphalt	5867	S.F.	$4.56	$26,753.52	$4.00	$23,468.00	$1.25	$7,333.75	$3.00	$17,601.00
X	2	Clear and Grub	1307	S.F.	$4.80	$6,273.60	$3.00	$3,921.00	$1.25	$1,633.75	$3.00	$3,921.00
X	3	Construct 4" Concrete	5800	S.F.	$15.30	$88,740.00	$6.50	$37,700.00	$7.75	$44,950.00	$5.50	$31,900.00
X	4	Construct 7" Reinforced Concrete	820	S.F.	$28.41	$23,296.20	$11.00	$9,020.00	$11.00	$9,020.00	$14.00	$11,480.00
X	5	Install Class 6 Base Material (Place and Compact)	5	TONS	$826.70	$4,133.50	$200.00	$1,000.00	$60.00	$300.00	$50.00	$250.00
X	6	Erosion and Sediment Control	1	LS	$3,045.19	$3,045.19	$150.00	$150.00	$500.00	$500.00	$2,500.00	$2,500.00
X	7	Traffic Control	1	LS	$909.00	$909.00	$500.00	$500.00	$1,000.00	$1,000.00	$500.00	$500.00
X	8	Mobilization	1	LS	$10,347.64	$10,347.64	$300.00	$300.00	$2,663.78	$2,663.78	$500.00	$500.00
Total						$163,498.65		$76,059.00		$67,401.28		$68,652.00

BID ALTERNATE NO. 1 (Table 1 of 3)

BID ALTERNATE NO. 1					A 5 Construction		American Dirt Contractors, LLC		Balance Concrete LLC		Chato's Juarez Company LLC		Corsentino 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	9	Remove Asphalt	1875	S.F.	$2.00	$3,750.00	$3.00	$5,625.00	$2.00	$3,750.00	$2.50	$4,687.50	$2.50	$4,687.50
X	10	Construct 4" Concrete	1875	S.F.	$7.50	$14,062.50	$7.15	$13,406.25	$7.70	$14,437.50	$10.00	$18,750.00	$7.00	$13,125.00
X	11	Install Class 6 Base Material (Place and Compact)	5	TONS	$35.00	$175.00	$200.00	$1,000.00	$55.00	$275.00	$100.00	$500.00	$700.00	$3,500.00
X	12	Erosion and Sediment Control	1	LS	$500.00	$500.00	$250.00	$250.00	$100.00	$100.00	$500.00	$500.00	$700.00	$700.00
X	13	Traffic Control	1	LS	$1,500.00	$1,500.00	$250.00	$250.00	$1,300.00	$1,300.00	$500.00	$500.00	$1,250.00	$1,250.00
Total						$19,987.50		$20,531.25		$19,862.50		$24,937.50		$23,262.50

BID ALTERNATE NO. 1 (Table 2 of 3)

BID ALTERNATE NO. 1					Cumbre Solutions LLC		Doug Vaughn, LLC		Drengr Solutions LLC		Flat and Fancy		Gray Matter 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	9	Remove Asphalt	1875	S.F.	$3.75	$7,031.25	$2.50	$4,687.50	$1.89	$3,543.75	$2.22	$4,162.50	$3.20	$6,000.00
X	10	Construct 4" Concrete	1875	S.F.	$8.45	$15,843.75	$6.70	$12,562.50	$8.59	$16,106.25	$9.75	$18,281.25	$7.90	$14,812.50
X	11	Install Class 6 Base Material (Place and Compact)	5	TONS	$75.00	$375.00	$60.00	$300.00	$75.00	$375.00	$152.00	$760.00	$310.00	$1,550.00
X	12	Erosion and Sediment Control	1	LS	$500.00	$500.00	$30.00	$30.00	$150.00	$150.00	$500.00	$500.00	$1,000.00	$1,000.00
X	13	Traffic Control	1	LS	$250.00	$250.00	$500.00	$500.00	$150.00	$150.00	$1,000.00	$1,000.00	$500.00	$500.00
Total						$24,000.00		$18,080.00		$20,325.00		$24,703.75		$23,862.50

BID ALTERNATE NO. 1 (Table 3 of 3)

BID ALTERNATE NO. 1					Maverick Construction		Panther Concrete		R.D.R Construction		Wicked Outlaw Construction	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	9	Remove Asphalt	1875	S.F.	$4.60	$8,625.00	$4.00	$7,500.00	$2.00	$3,750.00	$3.00	$5,625.00
X	10	Construct 4" Concrete	1875	S.F.	$15.30	$28,687.50	$6.50	$12,187.50	$8.50	$15,937.50	$5.50	$10,312.50
X	11	Install Class 6 Base Material (Place and Compact)	5	TONS	$826.70	$4,133.50	$200.00	$1,000.00	$60.00	$300.00	$50.00	$250.00
X	12	Erosion and Sediment Control	1	LS	$3,045.19	$3,045.19	$150.00	$150.00	$250.00	$250.00	$500.00	$500.00
X	13	Traffic Control	1	LS	$909.00	$909.00	$500.00	$500.00	$250.00	$250.00	$500.00	$500.00
Total						$45,400.19		$21,337.50		$20,487.50		$17,187.50

VENDOR QUESTIONNAIRE PASS/FAIL

Question Title	A 5 Construction	American Dirt Contractors, LLC	Balance Concrete LLC	Chato's Juarez Company LLC	Corsentino Construction	Cumbre Solutions LLC	Doug Vaughn, LLC	Drengr Solutions LLC	Flat and Fancy
BID GUARANTEE	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
CONFIRMATION OF UNDERSTANDING AND OFFER	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
NAME, TITLE, AND CONTACT INFORMATION	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
ACKNOWLEDGEMENTS									
AFFIRMATIVE ACTION PLAN REQUIREMENT:	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
INSURANCE REQUIREMENTS	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
COLORADO LABOR REQUIREMENT:	Pass	Pass	Pass		Pass	Pass	Pass	Pass	Pass
SALES AND/OR USE TAX INFORMATION	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
CERTIFICATIONS									
CERTIFICATION STATEMENT	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	
EXPLANATION OF NEGATIVE RESPONSE	No Response	No Response	No Response	No Response	No Response	No Response	No Response	No Response	

Question Title	Gray Matter Construction	Maverick Construction	Panther Concrete	R.D.R Construction	Wicked Outlaw Construction
BID GUARANTEE	Pass	Pass	Pass	Pass	Pass
CONFIRMATION OF UNDERSTANDING AND OFFER	Pass	Pass	Pass	Pass	Pass
NAME, TITLE, AND CONTACT INFORMATION	Pass	Pass	Pass	Pass	Pass
ACKNOWLEDGEMENTS					
AFFIRMATIVE ACTION PLAN REQUIREMENT:	Pass	Pass	Pass	Pass	Pass
INSURANCE REQUIREMENTS	Pass	Pass	Pass	Pass	Pass
COLORADO LABOR REQUIREMENT:	Pass	Pass	Pass	Pass	Pass
SALES AND/OR USE TAX INFORMATION	Pass	Pass	Pass	Pass	Pass
CERTIFICATIONS					
CERTIFICATION STATEMENT	Pass	Pass	Pass	Pass	Pass
EXPLANATION OF NEGATIVE RESPONSE	No Response	No Response	No Response	No Response	No Response

Docusign Envelope ID: ADA7AD16-72DF-4993-8D00-4F9240782242

City Clerk's Office Item # M3

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: May 12, 2025

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 ESTABLISHING A NEW PROJECT ACCOUNT CI2511 - MINERAL PALACE GREENHOUSE HVAC REPL; TRANSFERRING FUNDS IN THE AMOUNT OF $26,458 FROM CIAN20 - CITY BUILDING REPAIRS AND DEPOSITING AND BUDGETING AND APPROPRIATING SAID FUNDS INTO PROJECT ACCOUNT CI2511; AND AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF $21,458 TO TOLIN MECHANICAL SYTEMS FOR PROJECT NO. 25-043, MINERAL PALACE GREENHOUSE RTU REPLACEMENT, SETTING FORTH $5,000 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

SUMMARY:

This Resolution creates account Project CI2511 - Mineral Palace Greenhouse HVAC Repl, transfers funds in the amount of $26,458 from CIAN20 - City Building Repairs to CI2511 - Mineral Palace Greenhouse HVAC Repl, budgets and appropriates funds totaling $26,458 for the project, awards a Construction Contract to Tolin Mechanical System for Project No. 25-043 Mineral Palace Greenhouse RTU Replacement.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

This project consists of removing and replacing the damaged rooftop unit (RTU) for the Mineral Palace greenhouse atrium. This Resolution awards the construction contract to Tolin Mechanical Systems. It also establishes a new Project Account CI2511 - Mineral Palace Greenhouse HVAC Repl and transfers project funds from Project Account CIAN20 - City Building Repairs into said account.

This replacement is due to vandalism and is not related to current ongoing renovations at the Mineral Palace greenhouse.

Docusign Envelope ID: ADA7AD16-72DF-4993-8D00-4F9240782242

FINANCIAL IMPLICATIONS:

Funds in the amount of $26,458 will be transferred from Project Account CIAN20, Street Resurfacing into Project Account CI2511 - Mineral Palace Greenhouse HVAC Repl. Funds in the amount of $26,458 (covering construction and contingencies) shall be paid from CI2511.

BOARD/COMMISSION RECOMMENDATION

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Denial of this resolution will prevent the transfer of funds and cancel the project.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 25-037 Bid Summary

Docusign Envelope ID: ADA7AD16-72DF-4993-8D00-4F9240782242

RESOLUTION NO. 15981

A RESOLUTION ESTABLISHING A NEW PROJECT ACCOUNT CI2511 - MINERAL PALACE GREENHOUSE HVAC REPL; TRANSFERRING FUNDS IN THE AMOUNT OF $26,458 FROM CIAN20 - CITY BUILDING REPAIRS AND DEPOSITING AND BUDGETING AND APPROPRIATING SAID FUNDS INTO PROJECT ACCOUNT CI2511; AND AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF $21,458 TO TOLIN MECHANICAL SYTEMS FOR PROJECT NO. 25-043, MINERAL PALACE GREENHOUSE RTU REPLACEMENT, SETTING FORTH $5,000 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

WHEREAS, competitive bids for 25-043 Mineral Palace Greenhouse RTU Replacement have been received and examined; and,

WHEREAS, the proposal of Tolin Mechanical Systems was the lowest bid determined to be responsive, and the Committee of Awards recommends to the City Council that it authorizes Project No. 25-043 Mineral Palace Greenhouse RTU Replacement to be performed; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Project Account CI2511 - Mineral Palace Greenhouse HVAC Repl. is hereby established.

SECTION 2.

Funds in the amount of $26,458 are hereby transferred from Project Account CIAN20 - City Building Repairs and deposited and budgeted and appropriated into Project Account CI2511 - Mineral Palace Greenhouse HVAC Repl.

SECTION 3.

The City Council authorizes Project No. 25-043 Mineral Palace Greenhouse RTU Replacement to be performed, and the contract for said project is hereby awarded to Tolin Mechanical Systems in the amount of $21,458.

SECTION 4.

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.

Docusign Envelope ID: ADA7AD16-72DF-4993-8D00-4F9240782242

SECTION 5.

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…….$5,000

SECTION 6.

Funds in the amount of $26,458, for the contract and contingencies, shall be from account Project CI2511, Mineral Palace Greenhouse HVAC Repl.

SECTION 5.

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

SECTION 7.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: May 12, 2025

BY: Brett Boston
MEMBER OF CITY COUNCIL

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

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

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

EVALUATION TABULATION

IFB No. 25-037 (HUAN01)

Concrete Improvements - West 6th Street

RESPONSE DEADLINE: April 17, 2025 at 10:30 am

Report Generated: Thursday, April 17, 2025

VENDOR TOTALS

Vendor	Total
Doug Vaughn, LLC	$100,522.90
R.D.R Construction	$117,977.54
A 5 Construction	$119,034.00
Cedar Ridge Landscape, Inc	$122,155.50
CARAVEO CONSTRUCTION INC.	$189,357.00

BASE BID

Base Bid					A 5 Construction		CARAVEO CONSTRUCTION INC.		Cedar Ridge Landscape, Inc		Doug Vaughn, LLC		R.D.R 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 ASPHALT	941	S.F.	$3.00	$2,823.00	$3.00	$2,823.00	$2.00	$1,882.00	$2.50	$2,352.50	$1.00	$941.00
X	2	REMOVE CURB AND GUTTER	325	L.F.	$5.00	$1,625.00	$15.00	$4,875.00	$8.00	$2,600.00	$5.00	$1,625.00	$6.50	$2,112.50
X	3	REMOVE CONCRETE	3808	S.F.	$3.50	$13,328.00	$3.50	$13,328.00	$1.75	$6,664.00	$3.00	$11,424.00	$1.50	$5,712.00
X	4	REMOVE 7" REINFORCED CONCRETE	16	S.F.	$4.00	$64.00	$7.00	$112.00	$2.50	$40.00	$3.00	$48.00	$2.50	$40.00
X	5	REMOVE METAL RAILING	3	EA	$600.00	$1,800.00	$500.00	$1,500.00	$100.00	$300.00	$100.00	$300.00	$50.00	$150.00
X	6	REMOVE BRICK PAVERS	24	S.F.	$2.00	$48.00	$35.00	$840.00	$3.00	$72.00	$3.00	$72.00	$1.50	$36.00
X	7	REMOVE PREFORMED THERMOPLASTIC STRIPING	647	S.F.	$6.00	$3,882.00	$3.90	$2,523.30	$7.00	$4,529.00	$2.50	$1,617.50	$5.00	$3,235.00
X	8	CONSTRUCT CURB HEAD	235	L.F.	$22.00	$5,170.00	$30.00	$7,050.00	$19.00	$4,465.00	$19.00	$4,465.00	$18.00	$4,230.00
X	9	CONSTRUCT CURB AND GUTTER	357	L.F.	$38.00	$13,566.00	$37.00	$13,209.00	$39.00	$13,923.00	$29.00	$10,353.00	$38.00	$13,566.00
X	10	CONSTRUCT 4" CONCRETE	2953	S.F.	$8.00	$23,624.00	$18.75	$55,368.75	$8.50	$25,100.50	$6.60	$19,489.80	$9.00	$26,577.00

Base Bid					A 5 Construction		CARAVEO CONSTRUCTION INC.		Cedar Ridge Landscape, Inc		Doug Vaughn, LLC		R.D.R 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	11	CONSTRUCT 6" CONCRETE	891	S.F.	$11.00	$9,801.00	$19.50	$17,374.50	$12.00	$10,692.00	$7.10	$6,326.10	$12.00	$10,692.00
X	12	CONSTRUCT ASPHALT ROADWAY PATCH	874	S.F.	$8.00	$6,992.00	$5.97	$5,217.78	$9.50	$8,303.00	$9.00	$7,866.00	$10.00	$8,740.00
X	13	INSTALL PREFORMED THERMOPLASTIC STRIPING/STOP BAR	684	S.F.	$14.00	$9,576.00	$15.00	$10,260.00	$25.00	$17,100.00	$16.00	$10,944.00	$20.00	$13,680.00
X	14	REMOVE AND INSTALL TRAFFIC BOX	7	EA	$750.00	$5,250.00	$1,975.00	$13,825.00	$850.00	$5,950.00	$400.00	$2,800.00	$800.00	$5,600.00
X	15	INSTALL TACTILE BAND 24" X 24" TACTILE BAND	36	EA	$160.00	$5,760.00	$200.00	$7,200.00	$230.00	$8,280.00	$130.00	$4,680.00	$225.00	$8,100.00
X	16	INSTALL TACTILE BAND 24" X 30" TACTILE BAND	8	EA	$170.00	$1,360.00	$230.00	$1,840.00	$270.00	$2,160.00	$140.00	$1,120.00	$250.00	$2,000.00
X	17	INSTALL CLASS 6 BASE MATERIALS (PLACE AND COMPACT)	9	TON	$35.00	$315.00	$150.00	$1,350.00	$55.00	$495.00	$60.00	$540.00	$50.00	$450.00
X	18	REMOVE/RESET SIGN	1	EA	$150.00	$150.00	$350.00	$350.00	$100.00	$100.00	$100.00	$100.00	$250.00	$250.00

Base Bid					A 5 Construction		CARAVEO CONSTRUCTION INC.		Cedar Ridge Landscape, Inc		Doug Vaughn, LLC		R.D.R 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	19	REMOVE/RESET MAILBOX	1	EA	$150.00	$150.00	$1,500.00	$1,500.00	$100.00	$100.00	$100.00	$100.00	$250.00	$250.00
X	20	EROSION AND SEDIMENT CONTROL	1	LS	$750.00	$750.00	$3,910.00	$3,910.00	$500.00	$500.00	$300.00	$300.00	$2,500.00	$2,500.00
X	21	TRAFFIC CONTROL	1	LS	$10,000.00	$10,000.00	$11,000.00	$11,000.00	$4,200.00	$4,200.00	$6,000.00	$6,000.00	$4,500.00	$4,500.00
X	22	MOBILIZATION	1	LS	$3,000.00	$3,000.00	$13,900.67	$13,900.67	$4,700.00	$4,700.00	$8,000.00	$8,000.00	$4,616.04	$4,616.04
Total						$119,034.00		$189,357.00		$122,155.50		$100,522.90		$117,977.54

VENDOR QUESTIONNAIRE PASS/FAIL

Question Title	A 5 Construction	CARAVEO CONSTRUCTION INC.	Cedar Ridge Landscape, Inc	Doug Vaughn, LLC	R.D.R Construction
BID GUARANTEE	Pass	Pass	Pass	Pass	Pass
CONFIRMATION OF UNDERSTANDING AND OFFER	Pass	Pass	Pass	Pass	Pass
NAME, TITLE, AND CONTACT INFORMATION	Pass	Pass	Pass	Pass	Pass
ACKNOWLEDGEMENTS					
AFFIRMATIVE ACTION PLAN REQUIREMENT:	Pass	Pass	Pass	Pass	Pass
PERFORMANCE OF WORK REQUIREMENT:	Pass	Pass	Pass	Pass	Pass
INSURANCE REQUIREMENTS	Pass	Pass	Pass	Pass	Pass
COLORADO LABOR REQUIREMENT:	Pass	Pass	Pass	Pass	Pass
SALES AND/OR USE TAX INFORMATION	Pass	Pass	Pass	Pass	Pass
CERTIFICATIONS					
CERTIFICATION STATEMENT	Pass	Pass	Pass	Pass	Pass
EXPLANATION OF NEGATIVE RESPONSE	No Response	No Response	No Response	No Response	No Response

Docusign Envelope ID: ADA7AD16-72DF-4993-8D00-4F9240782242

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: May 12, 2025

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 $11,128.60 TO BALANCE CONCRETE, LLC. FOR PROJECT NO. 25-044, CONCRETE IMPROVEMENTS - CITY PARK FOUNTAIN PAVILION, SETTING FORTH $2,000 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

SUMMARY:

Attached is a resolution awarding a Construction Contract to Balance Concrete, LLC for Project No. 25-044, Concrete Improvements - City Park Fountain Pavilion.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

This project will consist of concrete ADA curb ramp and sidewalk improvements to the City Park Fountain Pavilion.

This Resolution awards the construction contract to Balance Concrete, LLC.

FINANCIAL IMPLICATIONS:

Funding, including contingencies, in the amount of $13,128.60 will be paid from Project Account LT2001, Park Renovations - City Park.

BOARD/COMMISSION RECOMMENDATION

None.

Docusign Envelope ID: ADA7AD16-72DF-4993-8D00-4F9240782242

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Denial of this resolution will cancel the project.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 25-044 Bid Summary

Docusign Envelope ID: ADA7AD16-72DF-4993-8D00-4F9240782242

RESOLUTION NO. 15982

A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF $11,128.60 TO BALANCE CONCRETE, LLC. FOR PROJECT NO. 25-044, CONCRETE IMPROVEMENTS CITY PARK FOUNTAIN PAVILION, SETTING FORTH $2,000 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

WHEREAS, competitive bids for Project No. 25-044, Concrete Improvements - City Park Fountain Pavilion have been received and examined; AND,

WHEREAS, the proposal of Balance Concrete, LLC was the lowest bid determined to be responsive, and the Committee of Awards recommends to the City Council that it authorize Project No. 25-044, Concrete Improvements - City Park Fountain Pavilion to be performed; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The City Council authorizes Project No. 25-044, Concrete Improvements - City Park Fountain Pavilion to be performed, and the contract for said project is hereby awarded to Balance Concrete, LLC in the amount of $11,128.60

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…….$2,000.00

SECTION 4.

Funds in the amount of $13,128.60, for the contract and contingencies, shall be from Project Account LT2001, Park Renovations - City Park.

SECTION 5.

Docusign Envelope ID: ADA7AD16-72DF-4993-8D00-4F9240782242

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

SECTION 6.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: May 12, 2025

BY: Brett Boston
MEMBER OF CITY COUNCIL

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

ATTESTED BY: Signed by: Vince Petkosek 330F90D3D0E24E8...
DEPUTY CITY CLERK

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

EVALUATION TABULATION

IFB No. 25-044 (LT2001)

Concrete Improvements - City Park Fountain Pavilion

RESPONSE DEADLINE: April 30, 2025 at 10:00 am
Report Generated: Wednesday, April 30, 2025

VENDOR TOTALS

Vendor	Total
Balance Concrete LLC	$11,128.60
R.D.R Construction	$12,367.75
Wicked Outlaw Construction	$13,671.00
Corsentino Construction	$13,797.74
A 5 Construction	$13,853.00
Flat and Fancy	$13,954.16
Panther Concrete	$14,223.00
Maverick Construction	$24,465.14
Drengr Solutions LLC	$37,857.14

BASE BID (Table 1 of 2)

BASE BID					A 5 Construction		Balance Concrete LLC		Corsentino Construction		Drengr Solutions LLC		Flat and Fancy	
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	Clear and Grub	821	S.F.	$3.00	$2,463.00	$1.80	$1,477.80	$2.50	$2,052.50	$1.54	$1,264.34	$3.32	$2,725.72
X	2	Remove Asphalt	52	S.F.	$3.00	$156.00	$2.00	$104.00	$2.50	$130.00	$7.15	$371.80	$2.22	$115.44
X	3	Remove Curb and Gutter	26	L.F.	$10.00	$260.00	$5.60	$145.60	$10.00	$260.00	$39.00	$1,014.00	$9.50	$247.00
X	4	Construct Curb and Gutter	26	L.F.	$38.00	$988.00	$29.00	$754.00	$50.58	$1,315.08	$175.50	$4,563.00	$35.00	$910.00
X	5	Construct Asphalt Roadway Patch	52	S.F.	$8.00	$416.00	$9.10	$473.20	$23.08	$1,200.16	$50.00	$2,600.00	$13.00	$676.00
X	6	Construct 6" Concrete	730	S.F.	$9.00	$6,570.00	$8.80	$6,424.00	$8.00	$5,840.00	$32.80	$23,944.00	$11.00	$8,030.00
X	7	Erosion and Sediment Control	1	LS	$500.00	$500.00	$100.00	$100.00	$250.00	$250.00	$1,300.00	$1,300.00	$250.00	$250.00
X	8	Traffic Control	1	LS	$1,500.00	$1,500.00	$1,300.00	$1,300.00	$750.00	$750.00	$1,300.00	$1,300.00	$500.00	$500.00
X	9	Mobilization	1	LS	$1,000.00	$1,000.00	$350.00	$350.00	$2,000.00	$2,000.00	$1,500.00	$1,500.00	$500.00	$500.00
Total						$13,853.00		$11,128.60		$13,797.74		$37,857.14		$13,954.16

BASE BID (Table 2 of 2)

BASE BID					Maverick Construction		Panther Concrete		R.D.R Construction		Wicked Outlaw Construction	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	1	Clear and Grub	821	S.F.	$4.80	$3,940.80	$3.00	$2,463.00	$1.75	$1,436.75	$3.00	$2,463.00
X	2	Remove Asphalt	52	S.F.	$9.13	$474.76	$4.00	$208.00	$1.75	$91.00	$3.00	$156.00
X	3	Remove Curb and Gutter	26	L.F.	$41.50	$1,079.00	$22.00	$572.00	$9.00	$234.00	$3.00	$78.00
X	4	Construct Curb and Gutter	26	L.F.	$41.50	$1,079.00	$30.00	$780.00	$33.00	$858.00	$30.00	$780.00
X	5	Construct Asphalt Roadway Patch	52	S.F.	$14.20	$738.40	$10.00	$520.00	$9.00	$468.00	$12.00	$624.00
X	6	Construct 6" Concrete	730	S.F.	$19.40	$14,162.00	$11.00	$8,030.00	$11.00	$8,030.00	$9.00	$6,570.00
X	7	Erosion and Sediment Control	1	LS	$21.18	$21.18	$150.00	$150.00	$250.00	$250.00	$1,500.00	$1,500.00
X	8	Traffic Control	1	LS	$252.00	$252.00	$1,000.00	$1,000.00	$500.00	$500.00	$1,000.00	$1,000.00
X	9	Mobilization	1	LS	$2,718.00	$2,718.00	$500.00	$500.00	$500.00	$500.00	$500.00	$500.00
Total						$24,465.14		$14,223.00		$12,367.75		$13,671.00

VENDOR QUESTIONNAIRE PASS/FAIL

Question Title	A 5 Construction	Balance Concrete LLC	Corsentino Construction	Drengr Solutions LLC	Flat and Fancy	Maverick Construction	Panther Concrete	R.D.R Construction	Wicked Outlaw Construction
BID GUARANTEE	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
CONFIRMATION OF UNDERSTANDING AND OFFER	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
NAME, TITLE, AND CONTACT INFORMATION	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
ACKNOWLEDGEMENTS									
AFFIRMATIVE ACTION PLAN REQUIREMENT:	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
INSURANCE REQUIREMENTS	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
COLORADO LABOR REQUIREMENT:	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
SALES AND/OR USE TAX INFORMATION	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
CERTIFICATIONS									
CERTIFICATION STATEMENT	Pass	Pass	Pass	Pass		Pass	Pass	Pass	Pass
EXPLANATION OF NEGATIVE RESPONSE	No Response	No Response	No Response	No Response		No Response	No Response	No Response	No Response

Docusign Envelope ID: ADA7AD16-72DF-4993-8D00-4F9240782242

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: May 12, 2025

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 TO AMEND RESOLUTION NO. 15976 TO CORRECT THE ASSIGNED FINANCE PROJECT NUMBER FROM WHICH FUNDS WILL BE PAID FOR PROJECT NO. 25-037, CONCRETE IMPROVEMENTS - WEST 6TH STREET

SUMMARY:

This Resolution will amend the resolution authorizing the award of Contract No. 25-037 to Doug Vaughn, LLC, correcting an error in the finance project account number from which funds are to be paid for the project.

PREVIOUS COUNCIL ACTION:

City Council approved Resolution No. 15976 on April 28, 2025, awarding a construction contract to Doug Vaughn, LLC, for Project No. 25-037, Concrete Improvements - West 6th Street in the amount of $100,522.90, and setting aside $15,077.10 for contingencies and additional work.

BACKGROUND:

While the amendment approved under Resolution 15976 corrected the allocation of funds from project account HUAN01 - Street Resurfacing, the funds to pay the project should have come from Project Account HU2501 - Concrete Impvmts - W 6th St. This resolution will amend the account information to reflect the correct project account number and title from which the funds will be paid.

FINANCIAL IMPLICATIONS:

Funds in the amount of $115,600 (including contingencies and additional work) shall be paid from account Project Account HU2501, Concrete Impvmts - W 6th St.

Docusign Envelope ID: ADA7AD16-72DF-4993-8D00-4F9240782242

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Denial of this resolution will cause the incorrect finance project account to be charged for the completion of the project.

RECOMMENDATION:

Approval of the Resolution

ATTACHMENTS:

1. Unsigned Resolution 15976

Docusign Envelope ID: ADA7AD16-72DF-4993-8D00-4F9240782242

RESOLUTION NO. 15983

A RESOLUTION TO AMEND RESOLUTION NO. 15976 TO CORRECT THE ASSIGNED FINANCE PROJECT NUMBER FROM WHICH FUNDS WILL BE PAID FOR PROJECT NO. 25-037, CONCRETE IMPROVEMENTS - WEST 6TH STREET

WHEREAS, City Council approved Resolution No. 15976 on April 28, 2025, approving the award of a construction contract to Doug Vaughn, LLC, for project No. 25-037 - Concrete Improvements - West 6th Street - in the amount of $100,522.90 and allocating $115,077.10 for contingencies and additional work; and

WHEREAS, Resolution 15976 incorrectly listed the wrong funding project account number and title which requires correction; NOW, THERFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Section 6 of Resolution No. 15976 is hereby deleted in its entirety and amended to read as follows:

SECTION 6.

Funds in the amount of $115,600.00 for the contract and contingencies shall be paid from Project Account HU2501, Concrete Impvmts - W 6th St.

SECTION 2.

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 3.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: May 12, 2025

BY: Brett Boston
MEMBER OF CITY COUNCIL

APPROVED: DocuSigned by: Mark Aliff B7A4F51823AB402...
PRESIDENT OF CITY COUNCIL

ATTESTED BY: Signed by: Vince Petkosek 330F90D300E24E8...
DEPUTY CITY CLERK

RESOLUTION NO. 15976

A RESOLUTION ESTABLISHING A NEW PROJECT ACCOUNT HU2501 - CONCRETE IMPVMTS - W 6TH ST; TRANSFERRING FUNDS IN THE AMOUNT OF $115,600.00 FROM HUAN01 - STREET RESURFACING AND DEPOSITING AND BUDGETING AND APPROPRIATING SAID FUNDS INTO PROJECT ACCOUNT HU2501; AND AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF $100,522.90 TO DOUG VAUGHN, LLC FOR PROJECT NO. 25-037, CONCRETE IMPROVEMENTS - WEST 6TH STREET, SETTING FORTH $15,077.10 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

WHEREAS, competitive bids for 25-037 Concrete Improvements - West 6th 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. 25-037 Concrete Improvements - West 6th Street to be performed; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Project Account HU2501 - Concrete Impvmts - W 6th St is hereby established.

SECTION 2.

Funds in the amount of $115,600.00 are hereby transferred from Project Account HUAN01 - Street Resurfacing and deposited and budgeted and appropriated into Project Account HU2501 - Concrete Impvmts - W 6th St.

SECTION 3.

The City Council authorizes Project No. 25-037 Concrete Improvements - West 6th Street to be performed, and the contract for said project is hereby awarded to Doug Vaughn, LLC in the amount of $100,522.90.

SECTION 4.

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 5.

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……$15,077.10

SECTION 6.

Funds in the amount of $115,600.00, 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.

SECTION 7.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: April 28, 2025

BY: None
MEMBER OF CITY COUNCIL

APPROVED: _____
PRESIDENT OF CITY COUNCIL

ATTESTED BY: _____
CITY CLERK

Docusign Envelope ID: ADA7AD16-72DF-4993-8D00-4F9240782242

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: May 12, 2025

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-25-3) TO THE PUEBLO CHAMBER OF COMMERCE FOR THE USE OF GRAND AVENUE FROM CITY CENTER DRIVE TO UNION AVENUE, D STREET FROM VICTORIA AVENUE TO MAIN STREET, C STREET FROM VICTORIA AVENUE TO MAIN STREET, UNION AVENUE FROM CITY CENTER DRIVE TO B STREET, AND ALAN HAMEL AVENUE FROM UNION AVENUE TO MAIN STREET TO HOST THE 31ST ANNUAL CHILE AND FRIJOLES FESTIVAL

SUMMARY:

Attached is a revocable permit submitted by the Pueblo Chamber of Commerce.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND

The Pueblo Chamber of Commerce has submitted a revocable permit (REV-25-3) application requesting the use of the right-of-way located at Grand Avenue from City Center Drive to Union Avenue, D Street from Victoria Avenue to Main Street, C Street from Victoria Avenue to Main Street, Union Avenue from City Center Drive to B Street, and Alan Hamel Avenue from Union Avenue to Main Street to host the 31st Annual Chile and Frijoles Festival from September 18, 2025, at 7:00 a.m. until September 23, 2025, at 7:00 a.m.

FINANCIAL IMPLICATIONS:

None.

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BOARD/COMMISSION RECOMMENDATION:

The Revocable Permit Review Committee recommends approval.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Failure to approve the Resolution will prevent the applicant from hosting their annual Chile and Frijoles Festival.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. NOTARIZED REVOCABLE PERMIT - 25-3

Docusign Envelope ID: ADA7AD16-72DF-4993-8D00-4F9240782242

RESOLUTION NO. 15984

A RESOLUTION AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT (REV-25-3) TO THE PUEBLO CHAMBER OF COMMERCE FOR THE USE OF GRAND AVENUE FROM CITY CENTER DRIVE TO UNION AVENUE, D STREET FROM VICTORIA AVENUE TO MAIN STREET, C STREET FROM VICTORIA AVENUE TO MAIN STREET, UNION AVENUE FROM CITY CENTER DRIVE TO B STREET, AND ALAN HAMEL AVENUE FROM UNION AVENUE TO MAIN STREET TO HOST THE 31ST ANNUAL CHILE AND FRIJOLES FESTIVAL

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The attached Revocable Permit (REV-25-3) is authorized to be issued to the Pueblo Chamber of Commerce for the use of Grand Avenue from City Center Drive to Union Avenue, D Street from Victoria Avenue to Main Street, C Street from Victoria Avenue to Main Street, Union Avenue from City Center Drive to B Street, and Alan Hamel Avenue from Union Avenue to Main Street to host the 31st Annual Chile and Frijoles Festival.

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: May 12, 2025

BY: Brett Boston
MEMBER OF CITY COUNCIL

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

ATTESTED BY: Signed by: Vince Petkosek 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: **Greater Pueblo Chamber of Commerce 302 N. Santa Fe Ave. Pueblo, Co. 719-542-1704 3 Wren Way Pueblo, CO., 81005**
2. Permitted Area: **Grand Avenue from City Center Drive to Union Avenue, D Street from Victoria Avenue to Main Street, C Street from Victoria Avenue to Main Street, Union Avenue from City Center Drive to B Street and Alan Hamel Avenue from Union Avenue to Main Street.**

3. Purpose of Revocable Permit: **To host the 31st Chile & Frijoles Festival**
4. Commencement Date: **September 18, 2025** Time: **7am**
5. Ending Date: **September 23, 2025** Time: **7am**

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 30th day of April, 2025.

PERMITTEE:
Organization or Individual: Greater Pueblo Chamber of Commerce
By: [signature]
Title: President + CEO

STATE OF COLORADO)

COUNTY OF PUEBLO) SS..

The foregoing instrument was acknowledged before me the 30th day of April, 2025 by [signature] as President + CEO.

My commission expires: 2/24/29.

TERRI ELLEN KALLISH
Notary Public
State of Colorado
Notary ID # 20094005794
My Commission Expires 02-24-2029

[signature]
Notary Public

APPROVED this 12th day of May, 2025.
PUEBLO, a Municipal Corporation

By [signature]
Heather Graham, Mayor

Docusign Envelope ID: ADA7AD16-72DF-4993-8D00-4F9240782242

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: May 12, 2025

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 REVISIONS TO THE STANDARD CONSTRUCTION SPECIFICATIONS AND STANDARD DETAILS FOR THE CITY OF PUEBLO

SUMMARY:

This Resolution approves revisions to the 2025 Standard Construction Specifications and Standard Details for the City of Pueblo, Colorado adopted on November 11, 2024.

PREVIOUS COUNCIL ACTION:

Resolution 15819, dated November 11, 2024, adopted the 2025 Standard Construction Specifications and Standard Details.

BACKGROUND:

The Public Works Department – in coordination with other departments responsible for managing the City of Pueblo Public Infrastructure Systems – develops construction standards and specifications that apply to all City of Pueblo projects. The Standards also apply to construction work performed by developers and builders responsible for constructing public improvements in residential, commercial, and industrial developments within the City of Pueblo.

These standards ensure the public infrastructure can safely meet the needs and demands of the public; and that the City of Pueblo remains in compliance with State and Federal law; and that the City of Pueblo responsibly approaches the management of the *Total Life-Cycle cost* of constructing, operating, and maintaining its infrastructure systems. The Standards generally do not specify *what types* of improvements must be constructed for a given project, but they do address the required quality, materials, dimensions, capacities, and other physical and functional characteristics for our public infrastructure systems.

The 2025 Standard Construction Specifications and Standard Details were adopted by

Docusign Envelope ID: ADA7AD16-72DF-4993-8D00-4F9240782242

the City Council on November 11, 2024. Since their adoption, it was discovered that the incorrect version of Standard Detail 14 (SD14) was included in the adopted version.

Attached to the Resolution is the correct version of SD14.

FINANCIAL IMPLICATIONS:

Not applicable.

BOARD/COMMISSION RECOMMENDATION:

Not applicable.

STAKEHOLDER PROCESS:

Since implementation of the Standard Construction Specifications and Standard Details in April 2022, the City of Pueblo has continued to engage with the Committee of Community Development (made up of local engineers, designers, builders, developers, representatives from PEDCO, and City Council members) to review and provide feedback on the Standards.

The Public Works Department desires to continue working with the Committee and other stakeholders on an annual basis to discuss specific areas of concern and any issues that may arise over time with respect to the Standard Construction Specifications and Standard Details.

ALTERNATIVES:

The existing Standard Construction Specifications and Standard Details will remain in effect if the Resolution is not approved.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 2025 Amendment - Standard Detail Drawings - SD 14

Docusign Envelope ID: ADA7AD16-72DF-4993-8D00-4F9240782242

RESOLUTION NO. 15985

A RESOLUTION APPROVING REVISIONS TO THE STANDARD CONSTRUCTION SPECIFICATIONS AND STANDARD DETAILS FOR THE CITY OF PUEBLO

WHEREAS, Resolution 15819, dated November 11, 2024, adopted the 2025 Standard Construction Specifications and Standard Details; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Pursuant to and in furtherance of sections 4-2-2 (8), 12-3-1, 12-4-7 (J)(2), 12-4-7(J)(5)(b), 12-4-7 (J)(5)(c), 12-4-7 (J)(8), 12-6-5 (f), and 12-6-9 of the 1971 Code of Ordinances of the City of Pueblo, as amended, and upon recommendation by the City Engineer, City Council does approve the proposed revision to Standard Detail 14 (SD14) ("Revised Standard") of the 2025 Standard Construction Specifications and Standard Details for the City of Pueblo, Colorado, published November 11, 2024, by the Department of Public Works. A true copy of the Revised Standard is attached hereto and made a part hereof by reference.

SECTION 2.

After adoption of this Resolution, a true copy of the 2025 Standard Construction Specifications and Standard Details, as revised, shall be maintained on file in the office of the City Clerk for public inspection. Copies of the 2025 Standard Construction Specifications and Standard Details, as revised, shall be made available through the City's Department of Public Works and on the City of Pueblo Website.

SECTION 3.

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

SECTION 4.

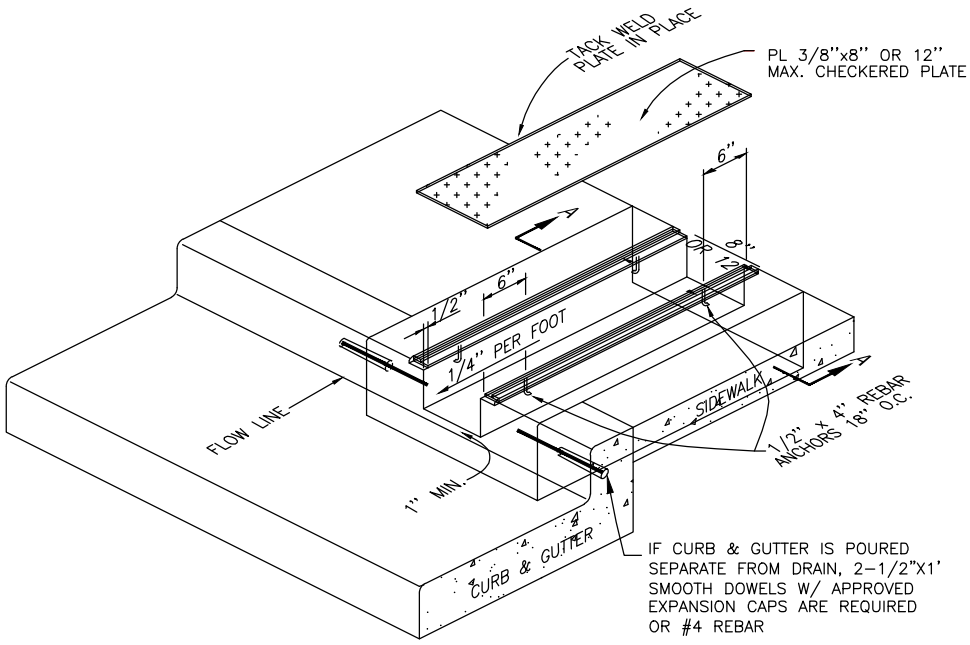
This Resolution shall become effective immediately upon final approval.

INTRODUCED: May 12, 2025

BY: Brett Boston
MEMBER OF CITY COUNCIL

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

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



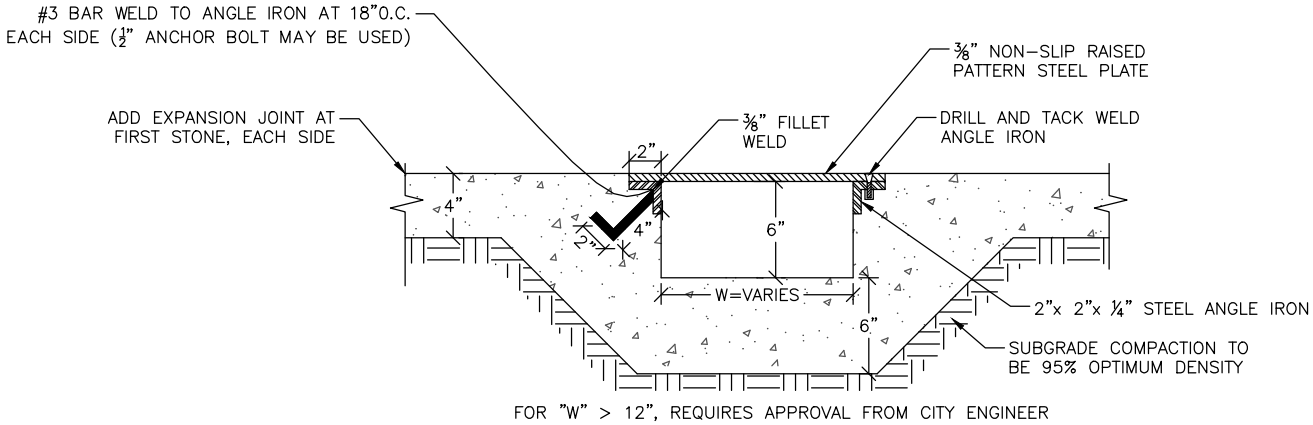
NOTES:
ALL STEEL SHALL RECEIVE ONE COAT RED OXIDE METAL PRIMER AND ONE FIELD COAT BLACK ENAMEL.

FOR INSTALLATION OF A SIDEWALK DRAIN WHERE THERE IS EXISTING CURB AND GUTTER A FIVE (5') FOOT MINIMUM SECTION OF CURB AND GUTTER MUST BE REMOVED.

REMOVAL OF JUST THE CURB HEAD FOR INSTALLATION OF A SIDEWALK DRAIN WILL NOT BE ALLOWED

SIDEWALK DRAIN DETAIL

SCALE: 1"=2'-0"



FOR "W" > 12", REQUIRES APPROVAL FROM CITY ENGINEER

SECTION A-A

SCALE: 1"=2'-0"

	city of PUEBLO colorado	**SIDEWALK DRAIN DETAIL**	SD14
04/22/2025		PUBLIC WORKS DEPARTMENT - ENGINEERING DIVISION 211 EAST "D" ST. PUEBLO, CO 81003 (719) 553-2295 PHONE	DRAWN BY: JM CHECKED BY: BQ APPROVED BY: CR
09/03/2024			
10/17/2022			
REVISION			

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: May 12, 2025

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 AMENDING SECTION 1-4-2 OF THE PUEBLO MUNICIPAL CODE RELATING TO CITY COUNCIL PUBLIC FORUM AND CITY COUNCIL REGULAR MEETING COMMENCEMENT TIME

SUMMARY:

The following Ordinance amends the Pueblo Municipal Code to allow up to ten (10) speakers to speak for up to three (3) minutes each at a public forum, as defined in Sec. 1-4-2(c), P.M.C.

Additionally, this Ordinance will align Sec. 1-4-2(a) with Appendix A, Section 13 of the Pueblo Municipal Code to codify the start time for regular meetings of the City Council to commence at 7:00 p.m.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

This Ordinance has been prepared at the request of Council Member Roger Gomez.

FINANCIAL IMPLICATIONS:

There are no financial implications for the City.

BOARD/COMMISSION RECOMMENDATION:

Not Applicable.

STAKEHOLDER PROCESS:

Not applicable.

ALTERNATIVES:

IIf the City Council chooses not to approve this Ordinance, then the status quo public forum format allowing six (6) speakers to speak for five (5) minutes each will be maintained. Additionally, if City Council chooses to not approve this Ordinance, then the discrepancy regarding regular meeting commencement time will remain.

RECOMMENDATION:

None.

ATTACHMENTS:

1. AN ORDINANCE AMENDING SECTION 1-4-2 OF THE PUEBLO MUNICIPAL CODE RELATING TO CITY COUNCIL PUBLIC FORUM AND CITY COUNCIL REGULAR MEETING COMMENCEMENT T

ORDINANCE NO._____

AN ORDINANCE AMENDING SECTION 1-4-2 OF THE PUEBLO MUNICIPAL CODE RELATING TO CITY COUNCIL PUBLIC FORUM AND CITY COUNCIL REGULAR MEETING COMMENCEMENT TIME

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

SECTION 1.

Section 1-4-2, P.M.C. as follows: **[**brackets**]** indicate matter being deleted; **underscoring** indicates new matter being added.

Sec. 1-4-2. - Council meetings; regular and special; place; calling; notice; public forum.

(a) Regular meetings of the City Council shall be held in the Council Chambers on the second and fourth Monday of each month, commencing promptly at **[**7:30**]** **7:00** p.m.

(b) Special meetings shall be called upon request of the President or a majority of the members of the Council. Notice of special meetings shall be served upon members of the City Council personally or at their places of residence not less than eighteen (18) hours prior to the time fixed for the meeting. The notice of each special meeting shall include the purpose or purposes of the meeting, the subject or subjects to be discussed and copies of all ordinances, resolutions or motions to be introduced and presented a first time at the meeting.

(c) Public forum. The City Council shall permit a public forum to occur prior to the commencement of any business at regular City Council meetings occurring on the second and fourth Mondays of each month, to include any regular meeting where City Council has elected to change the meeting date. The public forum shall permit up to **[**six (6)**]** **ten (10)** people to speak, for **[**five (5)**]** **three (3)** minutes per speaker, when there are people present who wish to address the City Council. The public forum shall occur during the televised portion of the meeting, and speakers shall be permitted to address the City Council on camera.

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 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_____, 2025.

Final adoption of Ordinance by City Council on _____, 2025.

APPROVED_____

President of City Council

Action by the Mayor:

☐ Approved on _____, 2025.

☐ 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 _____to_____, 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: May 12, 2025

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 CDOT ACCESS PERMIT AGREEMENT BETWEEN DTV PUEBLO & PRAIRIE, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AND THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, RELATING TO THE INSTALLATION OF PUBLIC IMPROVEMENTS ASSOCIATED WITH THE PROPERTY AT LOT 1, LA BELLA PIAZZA SUBDIVISION FILING NO. 2, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

This Ordinance approves a CDOT Access Permit Agreement between DTV Pueblo & Prairie, LLC, an Arizona limited liability company and the City of Pueblo, a Colorado municipal corporation related to DTV Pueblo & Prairie's obligations for installing certain public improvements as part of the development of Lot 1, La Bella Piazza Subdivision Filing No. 2. The proposed Ordinance also authorizes the Mayor to execute the agreement on behalf of the City of Pueblo.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

DTV Pueblo & Prairie, LLC is developing Lot 1 of La Bella Piazza Subdivision Filing No. 2, which is located adjacent to Pueblo Boulevard. The City, as Permittee for the CDOT Access Permit for the southern Prairie Avenue access to Pueblo Boulevard, is entering into this agreement with DTV Pueblo & Prairie to delegate a portion of its obligations related to new traffic impacts to DTV Pueblo & Prairie.

FINANCIAL IMPLICATIONS:

All work required by CDOT under the Access Permit related to the development of DTV Pueblo & Prairie's property shall be undertaken by DTV Pueblo & Prairie at its sole

expense.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

Failing to approve this Ordinance will prevent the City from being able to enter into the Agreement.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. CDOT Access Permit - Whataburger

ORDINANCE NO.

AN ORDINANCE APPROVING A CDOT ACCESS PERMIT AGREEMENT BETWEEN DTV PUEBLO & PRAIRIE, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AND THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, RELATING TO THE INSTALLATION OF PUBLIC IMPROVEMENTS ASSOCIATED WITH THE PROPERTY AT LOT 1, LA BELLA PIAZZA SUBDIVISION FILING NO. 2, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

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

SECTION 1.

The CDOT Access Permit Agreement ("Agreement") by and between DTV Pueblo & Prairie, LLC., an Arizona limited liability company, and the City of Pueblo, a Colorado municipal corporation, a copy of which is attached hereto and made a part hereof by reference, after having been approved as to form by the Pueblo City Attorney, is hereby approved. The Mayor is hereby authorized to execute the Agreement for and on behalf of the City of Pueblo.

SECTION 2.

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

SECTION 3.

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

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on _____.

Final adoption of Ordinance by City Council on _____.

_____
President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

_____
Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

_____
President of City Council

ATTEST

_____
City Clerk

CDOT ACCESS PERMIT AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2025 by and between the CITY OF PUEBLO, a Colorado Municipal Corporation, hereinafter referred to as "City", and DTV PUEBLO & PRAIRIE, LLC, an Arizona limited liability company, hereinafter referred to as "Developer".

W I T N E S S E T H:

WHEREAS, the Developer is the owner and/or developer of the parcel legally described as Lot 1, La Bella Piazza Subdivision Filing No. 2, City of Pueblo, Colorado (hereinafter referred to as "Property"); and

WHEREAS, the Developer has applied for a building permit for new construction of a Whataburger fast-food restaurant with drive-through window within Lot 1 on the Property (the "Development") and has commenced construction with an expected completion (final inspection) date of May 14, 2025; and

WHEREAS, the Colorado Department of Transportation ("CDOT") has determined that the Development necessitates access improvement in accordance with the terms and conditions of the State Highway Access Permit No. 224100 ("CDOT Permit"), a copy of which is attached hereto, labeled Exhibit A and incorporated herein; and

WHEREAS, the Developer has requested City to approve the CDOT Permit as Permittee and approve the CDOT Permit as the CDOT requirements under Section 4-2-2(g), P.M.C. related to the building permit for the Development.

NOW THEREFORE, in consideration of the foregoing and mutual covenants contained herein, the City and the Developer agree as follows:

1. Subject to and conditioned upon the stipulations, terms and conditions set forth herein and Developers full and faithful performance of same, the City shall approve and execute the CDOT Permit.

2. The Developer shall timely and fully complete and fulfill all obligations and requirements of Permittee under the terms and conditions of the CDOT Permit ("Permit Obligations"),

3. The Permit Obligations shall be a condition of all building permits for the Development, and the City may, in its sole and absolute discretion, reject, suspend or revoke such permits or reject or revoke any certificate of occupancy with respect to the Development based upon any failure by Developer or designee authorized hereunder to timely and fully complete and fulfill any Permit Obligations. The City may also, in its sole and absolute discretion, authorize the issuance of a temporary certificate of occupancy for the Development until the Permit Obligations are completed.

4. The Developer stipulates, acknowledges and agrees that: (a) the Developer does not object to and has waived any appeal of the terms and conditions of the CDOT Permit; (b) the terms and conditions of the CDOT Permit are authorized by Section 4-2-2(g), P.M.C.; and (c) to the extent applicable, the Permit Obligations comply with all conditions and requirements set forth in Section 29-20-203, C.R.S. It is expressly acknowledged that the foregoing covenant is a material term of the Agreement without which the City would not have approved and executed the Agreement or the CDOT Permit.

5. The Parties agree to execute any additional documents or take any additional action that may be necessary to carry out this Agreement. The Developer shall have the right to delegate its obligations hereunder to other parties, including, BW Pueblowes, LLC, its ground lessee of the Development, provided that the Developer will remain primarily obligated to the City to perform its obligations hereunder.

6. This Agreement represents the entire agreement between the Parties and supersedes all prior discussions and written agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the Parties. If any provision of this Agreement is held invalid or unenforceable, no other provision shall be affected by such holding, and all of the remaining provisions of this Agreement shall continue in full force and effect.

7. Each person signing this Agreement on behalf of a party represents and warrants that he or she has the requisite power and authority to enter into, execute, and deliver this Agreement on behalf of such party and that this Agreement is a valid and legally binding obligation of such party enforceable against it in accordance with its terms.

8. 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.

9. 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.

******SIGNATURE PAGE FOLLOWS******

CITY OF PUEBLO

By: _____
Heather Graham, Mayor

Approved as to form.

_____
City Attorney

DTV PUEBLO & PRAIRIE, LLC

_____
Brian Zurek Manager

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: May 12, 2025

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 FOR 1332 CYPRESS STREET FROM R-3, ONE AND TWO-FAMILY RESIDENTIAL ZONE DISTRICT TO RCN, RESIDENTIAL CHARTER NEIGHBORHOOD ZONE DISTRICT

SUMMARY:

The applicant is requesting to rezone a 9,860 square foot parcel, located at 1332 Cypress Street, from R-3, One and Two-Family Residential Zone District to RCN, Residential Charter Neighborhood Zone District to facilitate the splitting of one parcel into two individual parcels.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The subject property is currently located in the Bessemer neighborhood less than one block west of Bessemer Park. The existing parcel is 9,860 square feet and contains two residential structures. The applicant is intending to split the parcel into two individual parcels both containing one single family residence. The new parcels will be exactly 42.5 feet wide by 116 feet long or 4,930 square feet of lot area each. The applicant does not propose building any new structures or additions. Each parcel will have a frontage of 42.5 feet long and will be short of the 50-foot minimum width in an R-3 and will require rezoning before the applicant can split the parcel. Splitting the lots evenly will not align with the previously plated lot lines and the applicant will need to apply for a lot line rearrangement. Finally, the southern residential structure sits less than five feet from the southern side yard property line, therefore the applicant will need to obtain a variance to allow the reduced side-yard setback. A prevailing pattern of reduced side and front yard setbacks is present in the neighborhood. The northern residential structure was previously addressed as 1328 Cypress and was constructed after 1905 and is 728 square feet. In 1952 it housed a duplex in the primary building with an

accessory dwelling unit in the rear yard (which has been demolished) and this building is currently vacant. The one and a half story structure at 1332 Cypress Avenue is 866 square feet, was erected before 1905, and has always operated as a single-family residence. It appears that the properties were combined after the 1950s into one parcel.

FINANCIAL IMPLICATIONS:

There are no financial implications for the City.

BOARD/COMMISSION RECOMMENDATION:

The Planning and Zoning Commission, at their April 10, 2024 Regular Meeting, voted 4-0 to recommend approval, Commissioners Avalos and Pasternak 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-24-01 Attachments

ORDINANCE NO.

AN ORDINANCE AMENDING ZONING RESTRICTIONS FOR 1332 CYPRESS STREET FROM R-3, ONE AND TWO-FAMILY RESIDENTIAL ZONE DISTRICT TO RCN, RESIDENTIAL 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-3, Mixed One and Two-Family Residential Zone District to RCN, Residential Charter Neighborhood Zone District:

THE SOUTH 10 FEET OF LOT 13 AND ALL OF LOTS 14, 15, AND 16, BLOCK 1, LAKE AVENUE ADDITION, COUNTY OF PUEBLO, STATE OF COLORADO

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.

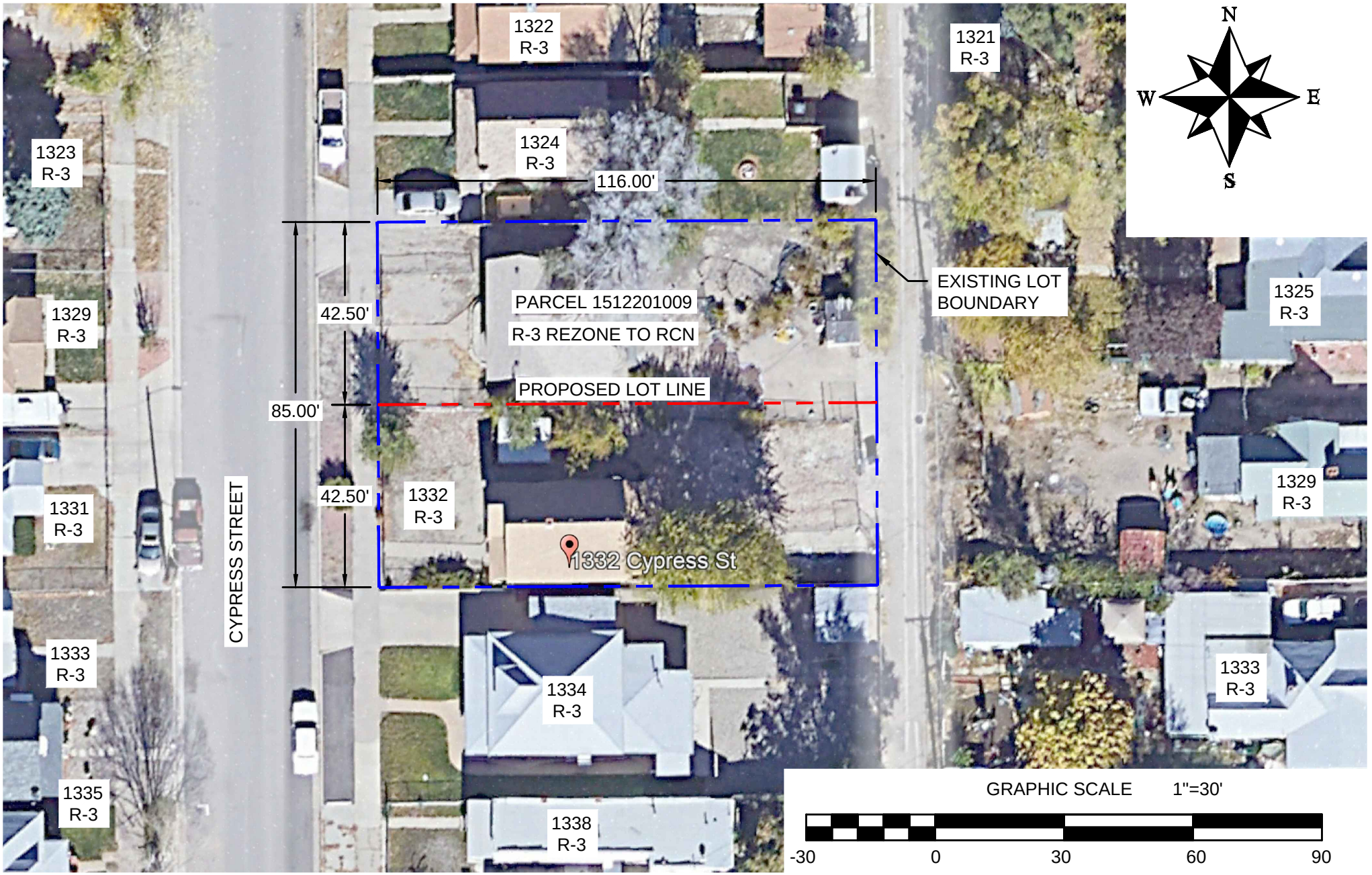
☐ Ordinance re-adopted on a vote of _____, on _____

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

_____
President of City Council

ATTEST

_____
City Clerk



LEGAL DESCRIPTION:
THE SOUTH 10 FEET OF LOT 13 AND ALL OF LOTS 14, 15 AND 16, BLOCK 1, LAKE AVENUE ADDITION, COUNTY OF PUEBLO, STATE OF COLORADO

SITE PLAN FOR 1332 CYPRESS STREET REZONING APPLICATION

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 April 10, 2024 – 3:30 p.m.
City Council Chambers, 1 City Hall Place

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

Commissioners Present: Mike Castellucci, Alexandra Aznar, Lisa Bailey, Cheryl Spinuzzi.

Commissioners Absent: Patrick Avalos**,** Christopher Pasternak.

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 – Zoom.

Staff Members Absent: None

Approval of the Agenda: Bailey motioned to move item MSP-24-01, Z-24-05, and GU-23-06 to the May 8th, 2024, meeting and approve the agenda as amended. seconded by Spinuzzi.

Motion Passed: 4-0.

Public Hearing:

1. Z-24-01 Rezone: 1332 Cypress St. A rezoning of a 9,860 sq. ft. parcel from R-3-, One- and Two-Family Residential Districts RCN, Residential Charter Neighborhood. Staff report by Wade Broadhead.

Hearing: Applicant Ryan Lundsford was sworn in and spoke in favor of the application. No one appeared in opposition.

Commission Action: Bailey moved to recommend the application be referred to City Council with Standard Conditions and two (2) staff recommended conditions, seconded by Spinuzzi.

Motion Passed: 4-0.

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Roger Gomez
City Council Representative

city of PUEBLO colorado
Planning & Zoning Commission

Christopher Pasternak

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

Z-24-01

TO:	City of Pueblo, Planning and Zoning Commission
FROM:	Wade Broadhead, Sr. Planner
THROUGH:	Scott Hobson, Acting Director of Planning and Community Development
DATE:	April 10, 2024
SUBJECT:	Rezone a 9,860 sq ft parcel from R-3, One and Two Family Residential to RCN, Residential Charter Neighborhood.
APPLICANT:	True North Development
PROPERTY OWNER:	Same
LOCATION:	1332 Cypress Avenue
EXISTING ZONE:	R-3, One- and Two-Family Residential District
PROPOSED ZONE:	RCN, Residential Charter Neighborhood
CONCURRENT REQUESTS:	None

REQUEST:
The applicant is requested to rezone one 9,860 sq ft parcel from R-3, One and Two Family Residential to RCN, Residential Charter Neighborhood to facilitate the splitting of one parcel into two individual parcels.

STAFF REVIEW AND BACKGROUND:
The subject property is currently located in the Bessemer neighborhood less than one block west of Bessemer Park. The existing parcel is 9,860 sq. ft. and contains two residential structures. The applicant is intending to split the parcel into two individual parcels both containing one single family residence. The new parcels will both be exactly 42.5' wide by 116' long or 4,930 sq ft of lot area each. The applicant does not propose building any new structures or additions. The resulting parcels will both have a frontage of 42.5 ft long and be short of the 50 ft minimum width in an R-3 and require rezoning before the applicant can split the parcel. The even splitting of the lots will also not align with the previously platted lot lines and the applicant will need to apply for a lot line rearrangement. Finally, the southern residential structure sits less than five feet from the southern side yard property line, therefore the applicant will need to obtain a variance to allow the reduced side-yard setback. A prevailing pattern of reduced side and front yard setbacks is present in the neighborhood.

The northern residential structure was previously addressed as 1328 Cypress, it was constructed after 1905 and is 728 sq. ft. In 1952 it housed a duplex in the primary building with an accessory dwelling unit in the rear yard (which has been demolished) and this building is currently vacant. The one and a half story structure at 1332 Cypress Avenue is 866 sq. ft., was erected before 1905, and has always operated as a single-family residence. It appears that the properties were combined after the 1950s and are currently located in one parcel.

STAFF REVIEW AND FINDINGS:

Site Character: The site is currently developed with two older residences, one of which is vacant.

Neighborhood Compatibility:

North	R-3, B-4 and B-3, single-family residences, commercial buildings located along Northern Avenue.
East	R-3, single-family residences and Bessemer Park
South	R-3, single-family residences.
West	R-3, single-family residences.

Comprehensive Plan:
The area proposed to be rezoned is designated as Urban Neighborhood by the "Pueblo Regional Comprehensive Plan, 2022." According to the Comprehensive Plan, Urban Neighborhoods are generally located in the central portion of the city and were developed prior to 1950. Such neighborhoods are characterized by uniform block sizes with gridded streets, alleys, and an integrated mix of housing types, including single-family homes, duplexes, small multi-family buildings, and accessory dwelling units.

The proposed rezoning, to facilitate the rehabilitation of two vacant buildings into two new single-family homes for sale, meets the intent of the Comprehensive Plan by providing rehabilitated affordable housing units within the Bessemer Neighborhood.

Comprehensive Plan Goals and Policies:

Guiding Principal 1, of the 2022 Pueblo Regional Comprehensive Plan, states "rising housing costs and a constrained housing supply have made it increasingly difficult for many people to find housing that meets their needs, at a price they can afford" (p. 18). Goal 1.1 of the plan is to "expand housing options to meet the needs of existing and future residents of all ages, abilities, and income levels (p.19).

The proposed rezoning to facilitate the rehabilitation of two buildings into housing units that will be sold at an affordable rate meets the intent of the Comprehensive Plan by providing a mixture of housing types within the Bessemer Neighborhood.

ABILITY TO COMPLY WITH THE PROPOSED ZONE DISTRICT:
According to PMC Sec. 17-4-51(12) "The standards of this district (*RCN*) are designed to maintain the character of the City's original neighborhoods, sometimes referred to as Charter Neighborhoods, while meeting modern needs and standards. These developed neighborhoods have a traditional neighborhood pattern with a diversity of affordable housing types on a variety of lot sizes with small lots predominating".

- Minimum lot size and area:
  Section 17-4-4,(f),(1), of the Pueblo Municipal Code requires single family residences to have 2,500 sq. ft. minimum and both parcels will have 4,930 sq. ft.

- Lot coverage:

According to the table in Sec. 17-4-2, of the Pueblo Municipal Code, the RCN Zone District allows 50-percent lot coverage; the lot coverage for 1332 will be 17% and the lot coverage for 1328 will be 14%.

- Setbacks:

According to the table in Sec. 17-4-4(4)(f), of the Pueblo Municipal Code, the RCN Zone District allows properties with lot width of 35' or less to have side yard setbacks at three feet. It appears the side yard setback is two feet or less. Since the applicant is creating a 42.5-foot-wide lot the applicant will need to apply for a variance.

- **Zone District performance standards:**

  The RCN Performance Standards provide the requirements relating to minimizing the impact of the development on the surrounding neighborhood and are described in detail below:

  1. Parking Standards, Sec 17-4-42

  - Single family dwellings are required to provide one parking space for each property. The applicant will have ample room for open air parking in the rear of each property, or a future garage or carport.

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 signed the application.**

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.**

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 to use the property as two single family residences located on separate parcels.**

A tentative site plan showing proposed structures, uses, open spaces, facilities for parking and loading and arrangements for pedestrian and vehicular circulation.

- Comments **A preliminary site plan has been provided.**

A statement of the proposed time schedule for beginning and completion of development.

- Comments **The applicant indicated that work would start in 2024**

A statement reasonably indicating the applicant's economic responsibility and capability of accomplishing the development for which a zoning amendment is requested.

- Comments **The applicant has provided a statement that he can complete this project.**

ABILITY TO COMPLY WITH THE PROPOSED ZONE DISTRICT:

The standard for accepting an amendment to the zoning map is that the proposed zoning action must either:
1) Further the goals and objectives of the comprehensive land use plan, or

- The rezoning will further the goal of promoting redevelopment of charter neighborhoods and expanding housing opportunities for Pueblo citizens.

2) Show that the area has changed significantly since the adoption of the comprehensive land use plan

- Not Applicable

3) Show that there was a mistake or error made in the original zoning of the property.

- Not Applicable

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 conditions to be completed before the rezoning goes to City Council:

1. The applicant must file an application for a rearrangement of property boundaries to create new parcels.
2. The applicant must either create a parcel that is 35' or less wide for the southern residential structure or obtain a variance for the southern side-yard setback.

REFERRAL AGENCIES AND COMMENTS:

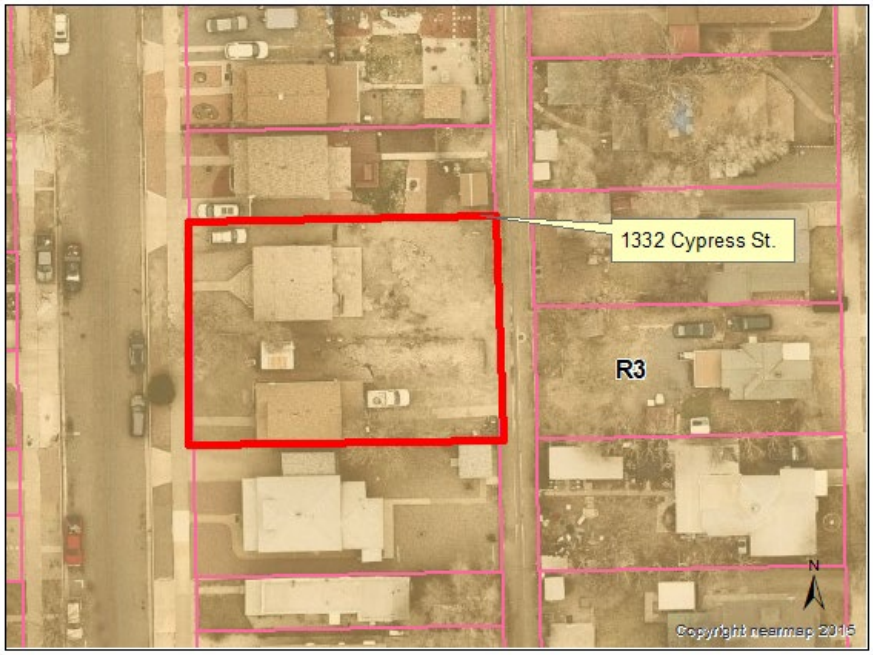
- City Public Works-No comment
- City Transportation-No comment
- City Law Department-No comment
- Pueblo Regional Building Department-No comment
- City Fire Department-No comment
- City Wastewater-No comment
- City Stormwater-No comment
- City Parks and Recreation Department-No comment
- Xcel Energy-No comment
- Black Hills Energy-No comment
- CDOT-No comment

ATTACHMENTS:

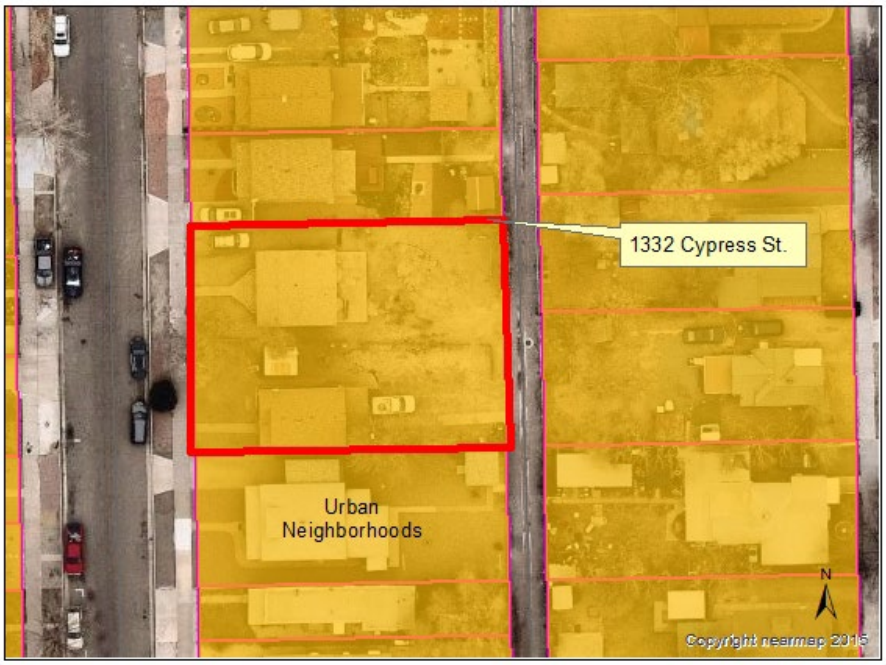
A. Aerial Photograph
B. Zoning Map
C. Comprehensive Plan Map
D. Site Photographs
E. Application and Zoning Exhibit



Aerial Map



Zoning Map



Comprehensive Plan Map



Public Notice



Overview of what used to be listed as 1328-26 Cypress St.



Overview of 1332 Cypress Street on the right of the photo.

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: Ryan Lunsford		
Company: True North Development LLC		
Address: 5994 S Holly St #145		Zip: 81004
Phone: ( )720.626.1994	Email: ryan@tndevgroup.com	
Applicant		
Name: Same as above		
Company:		
Address:		Zip:
Phone: ( )	Email:	
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: 1332 Cypress St (address or general description)		
Parcel# 1512201009		
Legal Description: S 10 FT OF LOT 13 ALL 14-15-16 BLK 1 LAKE AVE ADD		
Subdivision: 86 MINNEQUA PARK + BESSEM	Acreage: 0.23	
Existing Zone District: R-3	**Proposed Zone District:** RCN	

7-29-20

Purpose of this Application:

- ☐ To permit development of the property not allowed under the existing zone district.
- ☐ To provide proper zone district in conjunction with the subdivision plan for the area.
- ☐ In conjunction with the Annexation petition to annex the property in a use different than the existing Pueblo County Zoning.
- ☑ Other (specify): To subdivide into two equal parcels, no additional development planned.

(Continued from previous page)

Statement of Facts:
Justifying the zone change request. Be specific; use additional sheets if necessary.

Two existing homes currently exist on the parcel, applicant's intent should RCN zoning be approved is to subdivide into two parcel so that each home can be renovated and re-sold. The resulting 2 parcels will be 4930 sqft each, which is within the character of the street and neighborhood, where several parcels are currently less than 3,000sqft

Description of area surrounding proposed development:

The street and neighborhood are generally single family homes, with lot sizes ranging from 2900 sqft to 9820 sqft. The subject property is the largest parcel on the 1300 block of Cypress.

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.

No development is proposed, two single family homes current exist on the parcel, both fronting Cypress St. Setbacks of the existing homes are standard for the neighborhood. We just want to be able to market and re-sell each home as a single family home.

☐ A tentative site plan showing proposed structures, uses, open spaces, facilities for parking and loading and arrangements for pedestrian and vehicular circulation.

Estimated date for beginning project: Renovation of homes (no footprint change) will begin upon zoning approval.

Estimated date for completion of project: Estimated 2-3 month renovation window.

A statement reasonably indicating the applicant's economic responsibility and capability of accomplishing the development for which a zoning amendment is requested.

The rezoning and subdivision is not anticipated to require significant resources; however, the renovation of the homes (without modification to footprint) may cost up to $100,000

☐ CD with DWF and DWG (Autocad) file of all plans and drawings & a PDF of all documents submitted. (**if applicable**)

By signing below, the Property Owner and Applicant are representing that each understands and agrees to the following terms:

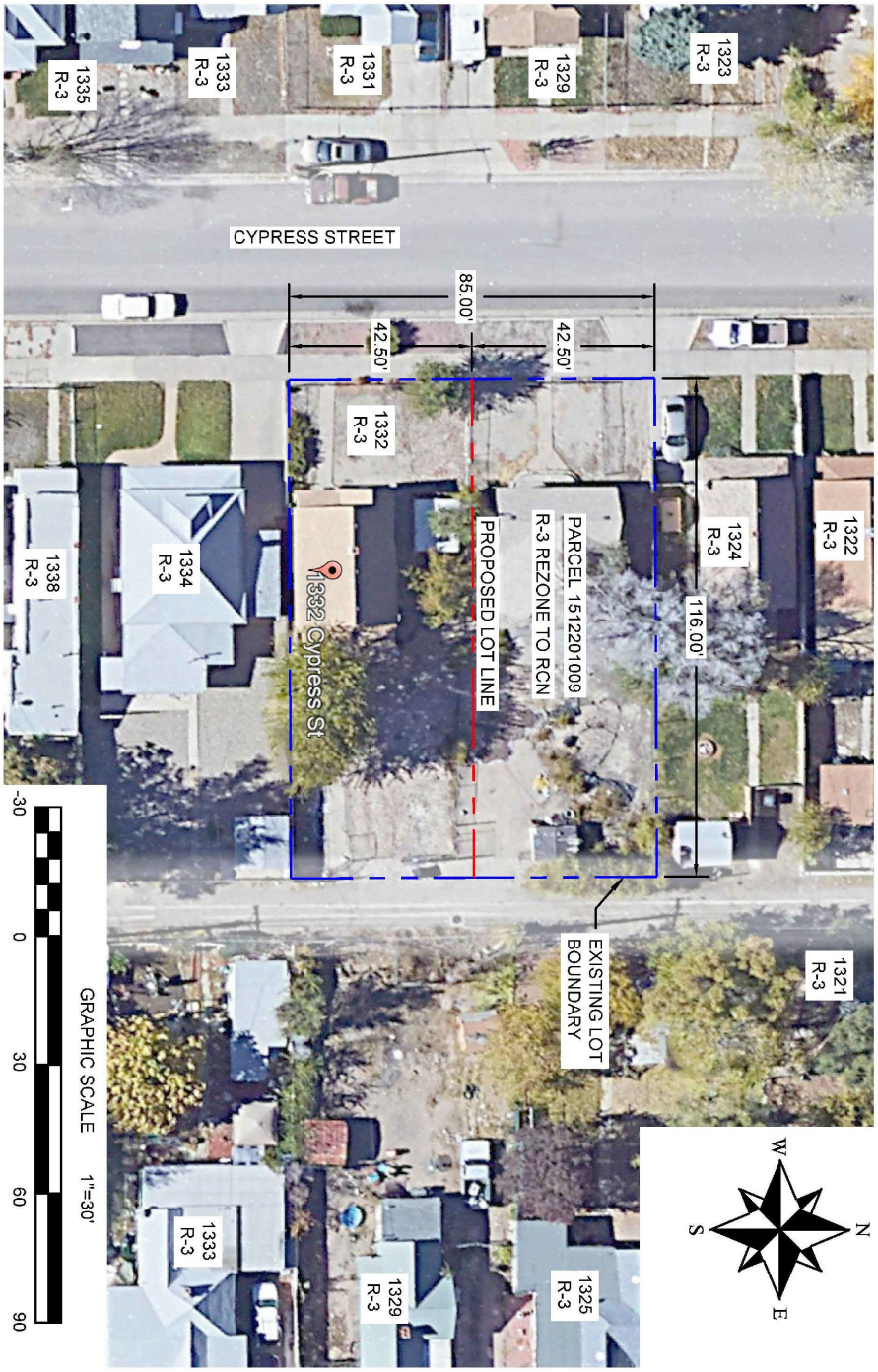
1. Authorized personnel from the City of Pueblo, are hereby granted the right to enter the subject property for the purposes of reviewing and processing the application, including Certificate of Occupancy Inspections.

Office Use Only	Zoning Compliance (Completed by City Staff)	
	Application received by:	Date:
	Application checked for completeness by:	Date:
	Case Manager:	Fee Paid:
	Hearing date:	☐ Approved ☐ Denied ☐Approved w/conditions

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

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.

Property Owner		
Print Name:	Ryan Lunsford, Manager of True North Development, LLC	
Signature:		Date:
Applicant, if different from Property Owner		
Print Name:		
Signature:		Date:



LEGAL DESCRIPTION:
THE SOUTH 10 FEET OF LOT 13 AND ALL OF LOTS 14, 15 AND 16, BLOCK 1, LAKE AVENUE ADDITION, COUNTY OF PUEBLO, STATE OF COLORADO

SITE PLAN FOR 1332 CYPRESS STREET REZONING APPLICATION

March 19, 2024

The City Planning and Zoning Commission will hold a public hearing on a request from **True North Devlopment** for the approval of the following application:

Z-24-01: 1332 Cypress Street, from One- and Two-Family Residential District (R-3) to Residential Charter Neighborhood District (RCN) for the purposes of creating two separate individual units. Property located at 1332 Cypress Street legally described as the south 10 ft of lot 13 and all of lots 14, 15, 16, Block 1, Lake Avenue Addition.

The Planning and Zoning Commission meeting will be held on April 10th, 2024, at 3:30 p.m., in City Council Chambers, 1 City Hall Place, Pueblo, CO or by Zoom: https://pueblo.zoom.us/j/92717867722?pwd=WUdnaHVGbnlCdHRrUHNFZnpPWG1Ydz09, Meeting ID: 927 1786 7722, Passcode: 195462, Telephone: 1 346 248 7799 US (Houston), 1 669 900 6833 US (San Jose). 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

March 19, 2024

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Scott Hobson, Acting Director
Planning & Community Development
By **Wade Broadhead**, Sr. Planner
(719) 553-2280

CASE NUMBER: Z-24-01

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 1329 Cypress St. 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.

March 19, 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 1329 Cypress St. upon which action is pending as set forth in the Code of Ordinances, Section 17-6-2.

March 19, 2024
(Date)

PUEBLO PLANNING & ZONING COMMISSION

By: Cindy Capuchin

Owner	OwnerStree	OwnerCity	Own	OwnerZip
B + H REAL ESTATE LLC	108 TOMICHI LN	GUNNISON	CO	81230-9502
ABBA REAL ESTATE INC	1130 LAKE PLAZA DR STE 2	COLORADC	CO	80906-3595
CORNERSTONE HOMES SOUTH LLC	1188 W BELLA CASA DR	PUEBLO W	CO	81007-3103
CASADOS RONALD S	1206 S AVENIDA DEL ORO	PUEBLO W	CO	81007-6162
HUNSAKER DEVIN	1301 CYPRESS ST	PUEBLO	CO	81004-3130
CASTRO NANCY	1302 CYPRESS ST	PUEBLO	CO	81004-3131
LEE IDA W	1303 CYPRESS ST	PUEBLO	CO	81004-3130
AGUILAR ELSIE M, ARELLANO MARY AN	1306 CYPRESS ST	PUEBLO	CO	81004-3131
LOBATO NORA/AMAYA BEN J/DEHERRERA	1306 STONE AVE	PUEBLO	CO	81004-3134
FRY NICHOLAS / COOPER AMY	1311 E ORMAN AVE	PUEBLO	CO	81004-3132
BONILLA NELSON JR	1313 E ORMAN AVE	PUEBLO	CO	81004-3132
GORKOWSKI GREGORY/GORKOWSKI RHIAN	1321 CYPRESS ST	PUEBLO	CO	81004-3130
DWORSHAK JARED + LAYTON MEERA	1322 CYPRESS ST	PUEBLO	CO	81004-3131
RIOS ANDREW JESUS	1323 CYPRESS ST	PUEBLO	CO	81004-3130
LOPEZ JUAN C SR/LOPEZ SILVIA	1324 STONE AVE	PUEBLO	CO	81004-3134
WOOLSEY ALAN/WOOLSEY SHERRIIL/SCH	1329 CYPRESS ST	PUEBLO	CO	81004-3130
PEREZ DELORES A/GUTIERREZ RAUL R	1330 STONE AVE	PUEBLO	CO	81004-3134
GONZALES ERLINDA	1331 CYPRESS ST	PUEBLO	CO	81004-3130
RODRIGUEZ JESS J	1333 E ORMAN AVE	PUEBLO	CO	81004-3132
CASADOS GLORIA JEAN/CASADOS RUTH + MONTOYA TERESA ANN/ARNOLD DONNA MARIE	1334 CYPRESS ST	PUEBLO	CO	81004-3131
BRIANZA LORA/LENHART SHERRY	1337 CYPRESS ST	PUEBLO	CO	81004-3130
CLEMENTS JASON R	1337 E ORMAN AVE	PUEBLO	CO	81004-3132
ROJAS MORA GERLYN M	1339 CYPRESS ST	PUEBLO	CO	81004-3130
SANCHEZ JUBENAL/SANCHEZ MELINDA	1340 CYPRESS ST	PUEBLO	CO	81004-3131
HERNANDEZ FRANCES/HERNANDEZ JAMES	1341 E ORMAN AVE	PUEBLO	CO	81004-3132
LOPEZ YESSICA J	1344 STONE AVE	PUEBLO	CO	81004-3134
ESTRADA MAXINE	1345 ORMAN AVE	PUEBLO	CO	81004-3132
PRYOR HOLLY J	1401 CYPRESS ST	PUEBLO	CO	81004-3438
JAQUEZ JADE J	1401 E ORMAN AVE	PUEBLO	CO	81004-3446
HOUSING AUTHORITY OF PUEBLO	1414 N SANTA FE AVE	PUEBLO	CO	81003-3732
GRIGGS KYLE ROBERT / CROKE EMILY	1450 S SHERMAN ST	DENVER	CO	80210-2215
BARK HILL LLC	196 RIVERVIEW DR	DURANGO	CO	81301-4373
WHITED WILLIAM SCOTT	21 KINGSBRIDGE PL	PUEBLO	CO	81001-1411
VAUGHT BEAU J/VAUGHT JACLYN R	23360 SHYLO DR	PUEBLO	CO	81006-2036
SANCHEZ DANNY RAY	25500 STATE HIGHWAY 12	TRINIDAD	CO	81082-9554
BROWN CAROLYN SUE	2591 ELMWOOD LN	PUEBLO	CO	81005-2703

NETHERTON ERIC TR OF THE NETERT	2825 W US HIGHWAY 50	PUEBLO	CO	81008-1628
DIAWARA MOUSSA M	3385 BIRNAMWOOD DR	COLORADC	CO	80920-7331
LEFEBRE SAMUEL JAY	4122 N GREENWOOD PL	DENVER	CO	80236-2441
HERRERA NOEL CALDERA	4949 W EXPOSITION AVE	DENVER	CO	80219-2229
BEACH SHANE A	5 VERDOSA DR	PUEBLO	CO	81005-2925
HORNE PUEBLO PROPERTIES 1 LLC	5825 KITTERY DR	COLORADC	CO	80911-3535
TRUE NORTH DEVELOPMENT LLC	5994 S HOLLY ST STE 145	GREENWO	CO	80111-4221
LONGGREAR RUSSELL H III	617 W 25TH ST	PUEBLO	CO	81003-3617
ROBITSCHEK KENNETH	6824 DOVER ST	ARVADA	CO	80004-1731
CRUZ ANTHONY R/CRUZ ANDREA E	8330 HESS DR	RYE	CO	81069-8872
VALDEZ BRANDON L	915 MCCULLEY AVE	PUEBLO	CO	81004-3129
HOPP BRIAN H	9878 W BELLEVIEW AVE #	DENVER	CO	80123-2101
SPOONER CHARLES E III	PO BOX 11381	PUEBLO	CO	81001-0381
GUNSMOKE INVESTMENTS LLC	PO BOX 20144	COLORADC	CO	81019-2144
CABELLO SAMUEL J/CABELLO DOROTHY	PO BOX 3124	PUEBLO	CO	81005-3124
ZEGLER AL/ZEGLER DIANE JOINT REVO + C/O DIANE L ZEGLER TR	PO BOX 7934	PUEBLO W	CO	81007-0934
MC ELRATH MARCIA	PO BOX 9614	PUEBLO	CO	81008-6039

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: May 12, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Scott Hobson, Acting Director Planning and Community Development

SUBJECT: AN ORDINANCE VACATING A PUBLIC UTILITY EASEMENT LOCATED AT 19 TEMPLE DRIVE IN THE SUNSET PARK FILING 10 SUBDIVISION

SUMMARY:

The applicant is requesting to vacate a 1,700 square foot, approximately 10-foot wide, public utility easement at 19 Temple Drive.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The original subdivision, platted in 1960, reserved a 5-foot public utility easement on both the north and south property lines of Lot 31, Block 4, which makes up most of the area of the subject property. However, since the ownership parcel also includes the northernmost 29 feet of Lot 30, the property owner has both 5-foot easements on either side of Lot 31, thus the total 10-foot easement vacation. There are no public utilities currently located in the easement, and staff has no concerns with the proposed vacation plat.

FINANCIAL IMPLICATIONS:

There are no financial implications for the City.

BOARD/COMMISSION RECOMMENDATION:

The Planning and Zoning Commission, at their April 9, 2025, Regular Meeting, voted 7-0 to recommend approval.

STAKEHOLDER PROCESS:

The Planning Department sent out Notice of the Planning and Zoning Commission Public Hearing to all property owners located within 300 feet of the subject property.

A Public Notice poster was placed on the subject property 15 days prior to the Public Hearing.

ALTERNATIVES:

If City Council does not approve this Ordinance, the drainage easement will remain 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. V-25-02 Attachments

ORDINANCE NO.

AN ORDINANCE VACATING A PUBLIC UTILITY EASEMENT LOCATED AT 19 TEMPLE DRIVE IN THE SUNSET PARK FILING 10 SUBDIVISION

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

SECTION 1.

The following described portion of street right of way:

Easement vacation between Lots 30 and 31, Block 4, Sunset Park 10th Filing, County of Pueblo, State of Colorado, and being more particularly described as follows:
BEGINNING at the Southwest corner of Lot 31, Northwesterly along the easterly right of way line of Temple Drive, a distance of 5.00 feet to a point being 5.0 feet northerly of and parallel with the common line between aforesaid Lots 30 and 31; THENCE easterly along a line being 5.0 feet northerly of and parallel with aforesaid common line to the westerly line of an existing utility easement, said easement line being 5.00 feet westerly of and parallel with the easterly line of Sunset Park, 10th Filing; THENCE southerly along said westerly easement line, a distance of 10.11 feet to a point being 5.0 feet south of the common line between aforesaid Lots 30 and 31; THENCE westerly along a line being 5.00 feet southerly of and parallel with the common line between aforesaid Lots 30 and 31 to a point on the easterly right of way of aforesaid Temple Drive; THENCE northwesterly along the easterly right of way line of Temple Drive, a distance of 5.00 feet to the POINT OF BEGINNING.
Containing 1,669 square feet, more or less

is hereby vacated.

SECTION 2.

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

SECTION 3.

This Ordinance shall be approved but shall not become effective until the final vacation plat is recorded in the office of the Pueblo County Clerk and Recorder. If the vacation plat is not recorded within one (1) year after of this Ordinance, or within any extended period granted by Ordinance of the City Council, this Ordinance shall automatically be rescinded and repealed thirty (30) days after written notice of such rescission and repeal is given to the applicant. No vested rights shall accrue to the subdivision or be acquired until this Ordinance becomes effective.

SECTION 4.

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

Council.

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on _____.

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.

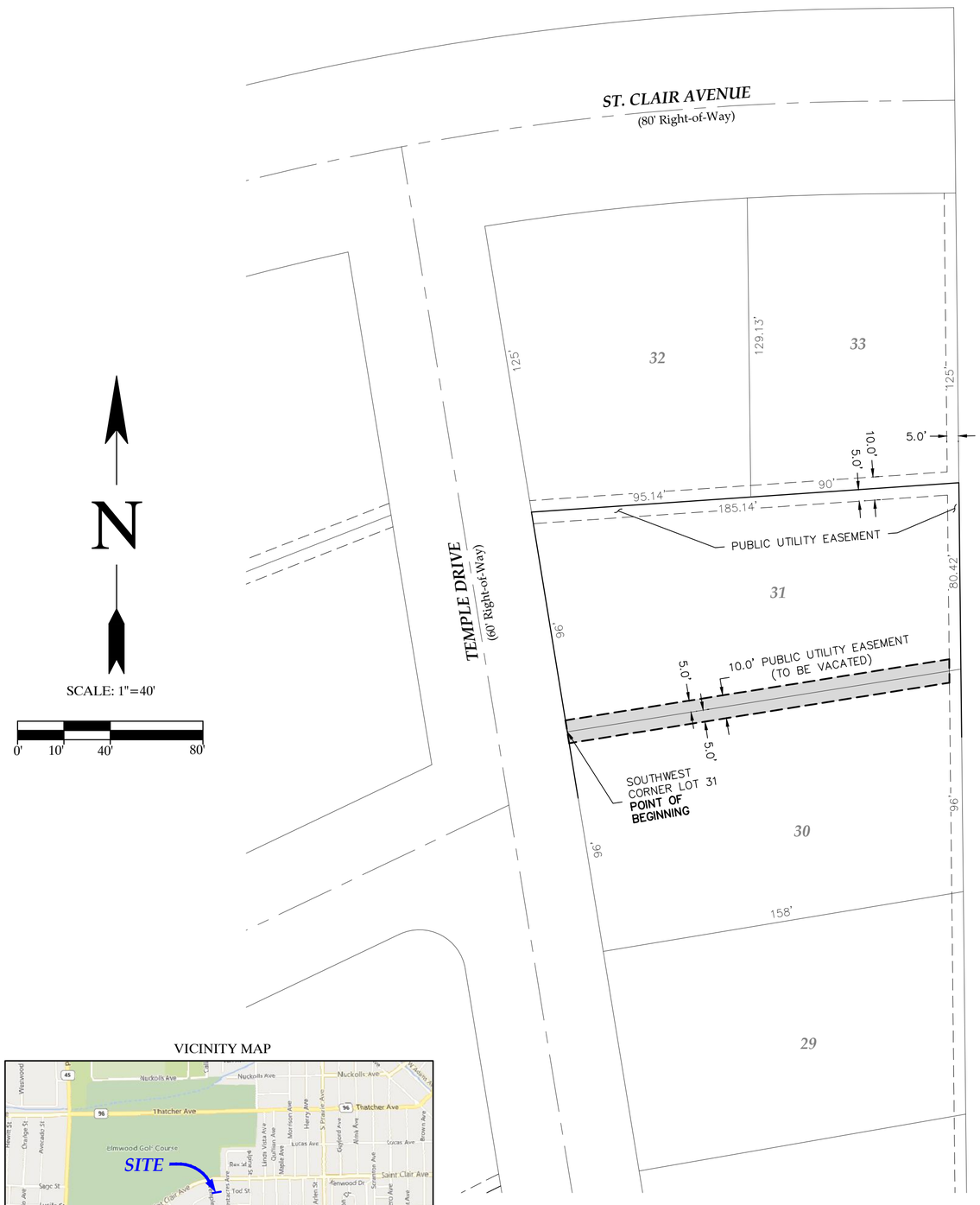
_____
President of City Council

ATTEST

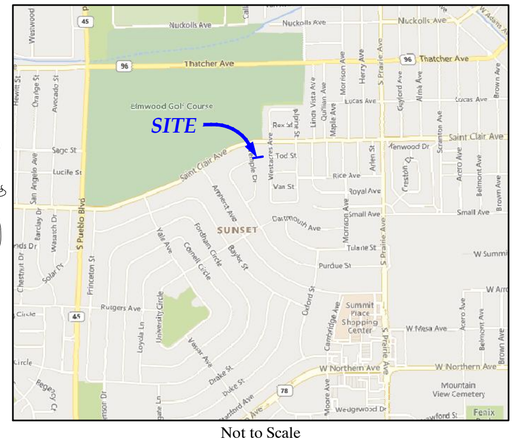
_____
City Clerk

Sunset Park 10th Filing Easement Vacation V-25-02

Between Lots 30 & 31, Block 4, Sunset Park 10th Filing
In Section 3, Township 21 South, Range 65 West of the 6th P.M. in
Pueblo County, Colorado



VICINITY MAP



Not to Scale

Notice:
According to Colorado Law, you must commence any legal action based upon any defect in this survey within three (3) 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 (10) years from the date of certification shown hereon.

Legal Description

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Containing 1,669 square feet, more or less

Reservations: None

Purpose: Property owner wishes to build within the existing easement. (There are no utilities currently located within the easement.)

SURVEYOR'S CERTIFICATE

I, Julie N. Troutt, a professional land surveyor registered in the State of Colorado, do hereby certify that this vacation plat is not based upon an actual field survey conducted by me or under my responsible charge, but was prepared using information shown on the plat of Sunset Park, 10th Filing as recorded February 26, 1960 in Book 19, Page 5 and in Book 1413, Page 57 of the Pueblo County, Colorado records.

Julie N. Troutt
Professional Land Surveyor #38529

Date

COLORADO LICENSED
JULIE N TROUTT
38529
PROFESSIONAL LAND SURVEYOR

Colorado Land Surveyors, Inc.
184 S. Tiffany Dr., Ste. 106
Pueblo West, CO 81007
719-542-9169

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Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Brett Boston
City Council Representative

city of PUEBLO colorado
Planning & Zoning Commission

Alexandar Aznar
Elizabeth Bailey
Cheryl Spinuzzi
James Salazar

MINUTES OF REGULAR MEETING

City of Pueblo, Colorado
Wednesday April 9, 2025 – 3:30 p.m.
City Council Chambers, 1 City Hall Place

The meeting was called to order at 3:30 PM with Chairman Mike Castellucci presiding.

Commissioners Present: Mike Castellucci, Patrick Avalos, Brett Boston, Alexandra Aznar, Lisa Bailey, and Cheryl Spinuzzi, James Salazar.

Commissioners Absent:

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

Staff Members Absent: None

Approval of the Agenda: Bailey motioned to approve the agenda as amended, continue CP-25-01, ODP-25-01 and Z-25-06 to the May 14th, 2025, meeting, seconded by Boston.

Motion Passed: 7-0

Public Hearings:

4. V-25-02 Vacation: Vacation of a 10' public utility easement located at 19 Temple Dr. in the Sunset Park Fil. 10 Subdivision. Staff Report by Mikaylin Hackley, Planner.

Hearing: Applicant Ed Posa Jr. sworn in and spoke in support of the application. No one appeared in opposition.

Commission Action: Bailey moved to recommend the vacation application to City Council, seconded by Boston.

Motion Passed: 7-0.

DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

TO: Beritt Odom, Principal Planner

CC: Michelle Cruz, Administrative Technician
Subdivision File

FROM: Joe Martellaro, Associate Engineer II

SUBJECT: V-25-02 Temple Drive Easement Vacation

DATE: April 22, 2025

Please place the above referenced submittal on the City Council Agenda.

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Brett Boston
City Council Representative

city of PUEBLO colorado
Planning & Zoning Commission

Alexandar Aznar
Elizabeth Bailey
Cheryl Spinuzzi
James Salazar

V-25-02

April 9, 2025

TO:	City of Pueblo, Planning and Zoning Commission
FROM:	Mikaylin Hackley, Planner
THROUGH:	Scott Hobson, Acting Director of Planning and Community Development
LOCATION:	19 Temple Dr., Pueblo, CO 81005
APPLICANT:	Julie Troutt, Colorado Land Surveyors
OWNER:	Edward Posa
ZONE DISTRICT:	Single-Family Residential (R-1) Zone District
CONCURRENT CASES:	None

Request:
Vacation of a 10' wide, approx. 1700 sq. ft. public utility easement

Background and Staff Analysis:

The applicant is requesting this 1700 sq. ft. easement vacation at 19 Temple Dr. in the Sunset Park Fil. 10 Subdivision. The original subdivision, platted in 1960, reserved a 5' public utility easement on both the north and south property lines of Lot 31, Block 4, which makes up most of the area of the subject property. However, since the ownership parcel also includes the northernmost 29 ft of Lot 30, the property owner has both 5' easements on either side of Lot 31, thus the total 10' easement vacation.

There are no public utilities currently located in the easement, and staff has no concerns with the proposed vacation plat.

Applicable Regulations:

Sec. 12-5-1 through 6 of the Pueblo Municipal Code (PMC) concerning vacations of streets, alleys, etc.

Referral Agencies and Comments:

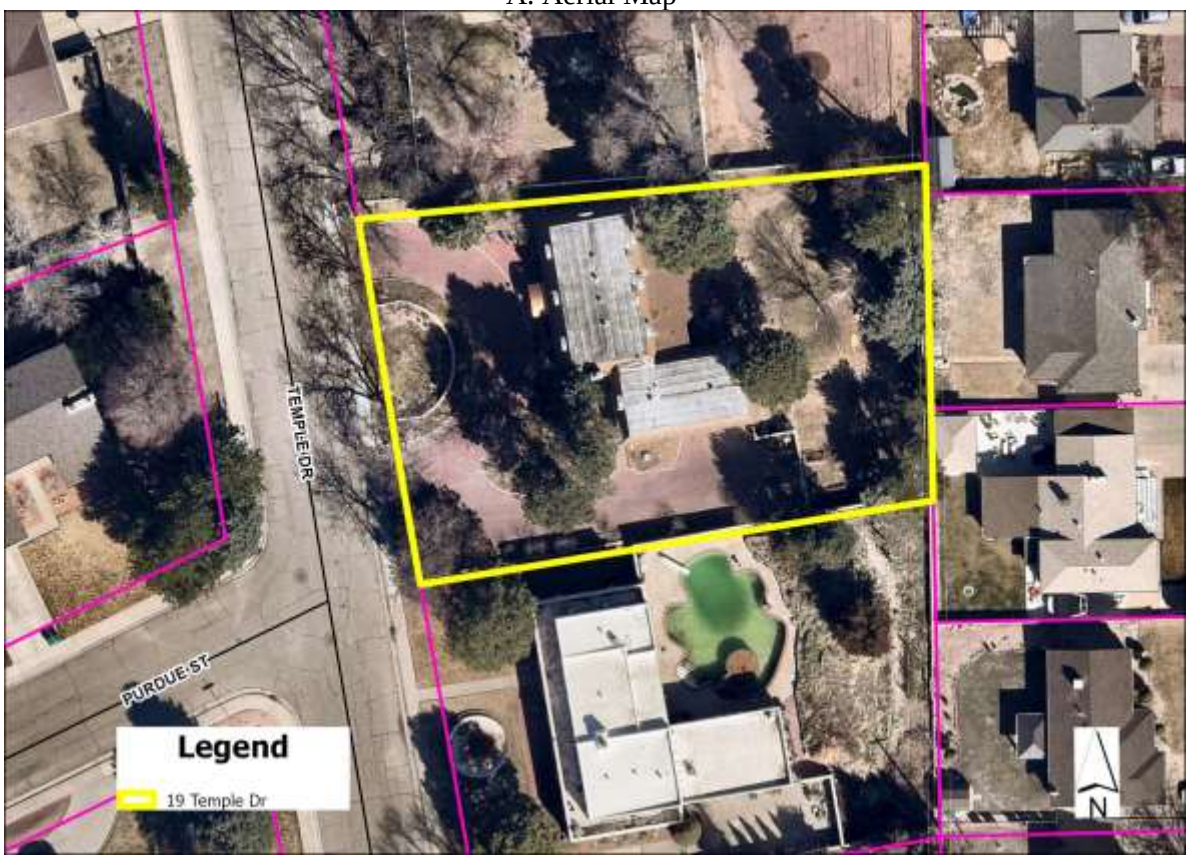
• City Public Works	No comment
• City Transportation	No comment
• City Law Department	No comment
• Pueblo Regional Building Department	No comment
• City Fire Department	No comment
• City Wastewater	No comment
• City Stormwater	No comment
• City Parks and Recreation Department	No comment
• Xcel Energy	No comment
• Black Hills Energy	No comment
• CDOT	No comment

Recommended Action:
Staff recommends that the Vacation be recommended for APPROVAL to City Council with no conditions.

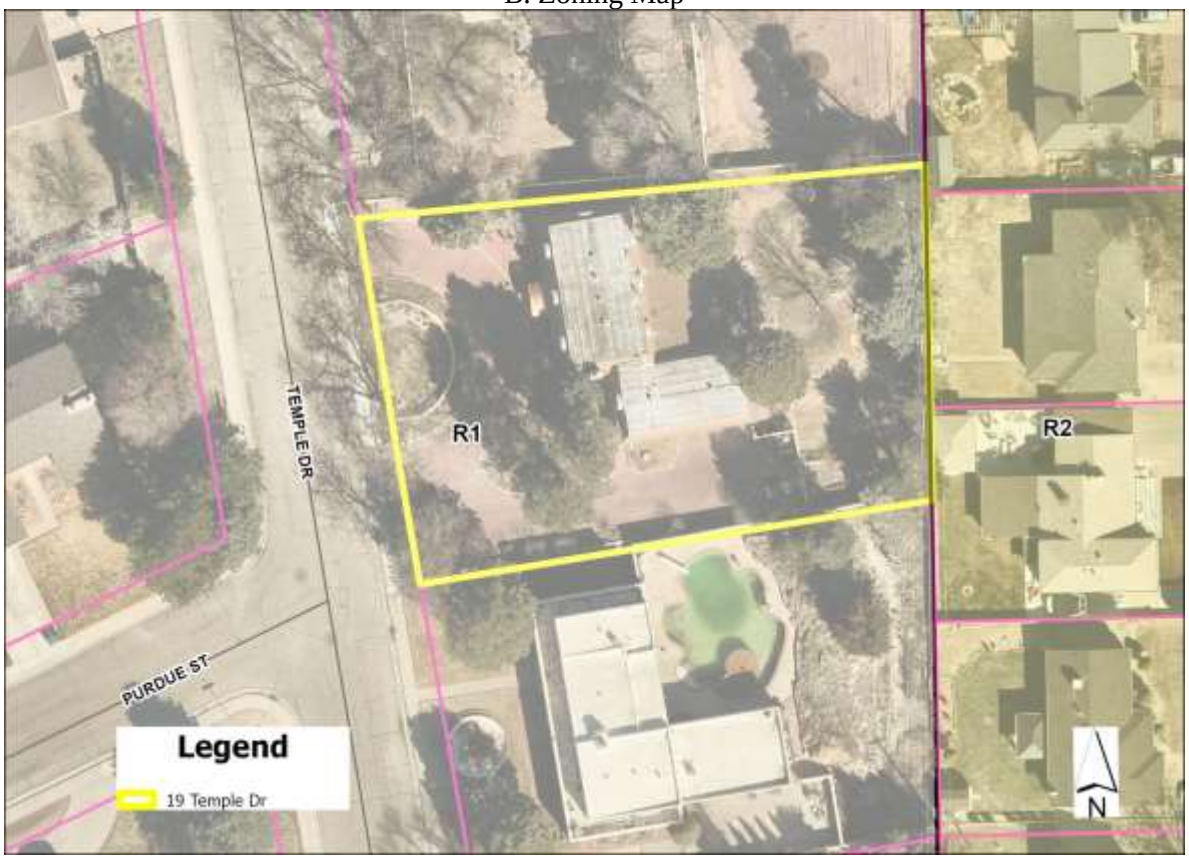
Attachments:

- **A. Aerial Photo**
- **B. Zoning Map**
- **C. Comprehensive Plan Map**
- **D. Public Notice Photo**
- **E. Vacation Plat**

A. Aerial Map



B. Zoning Map



C. Corporate Map

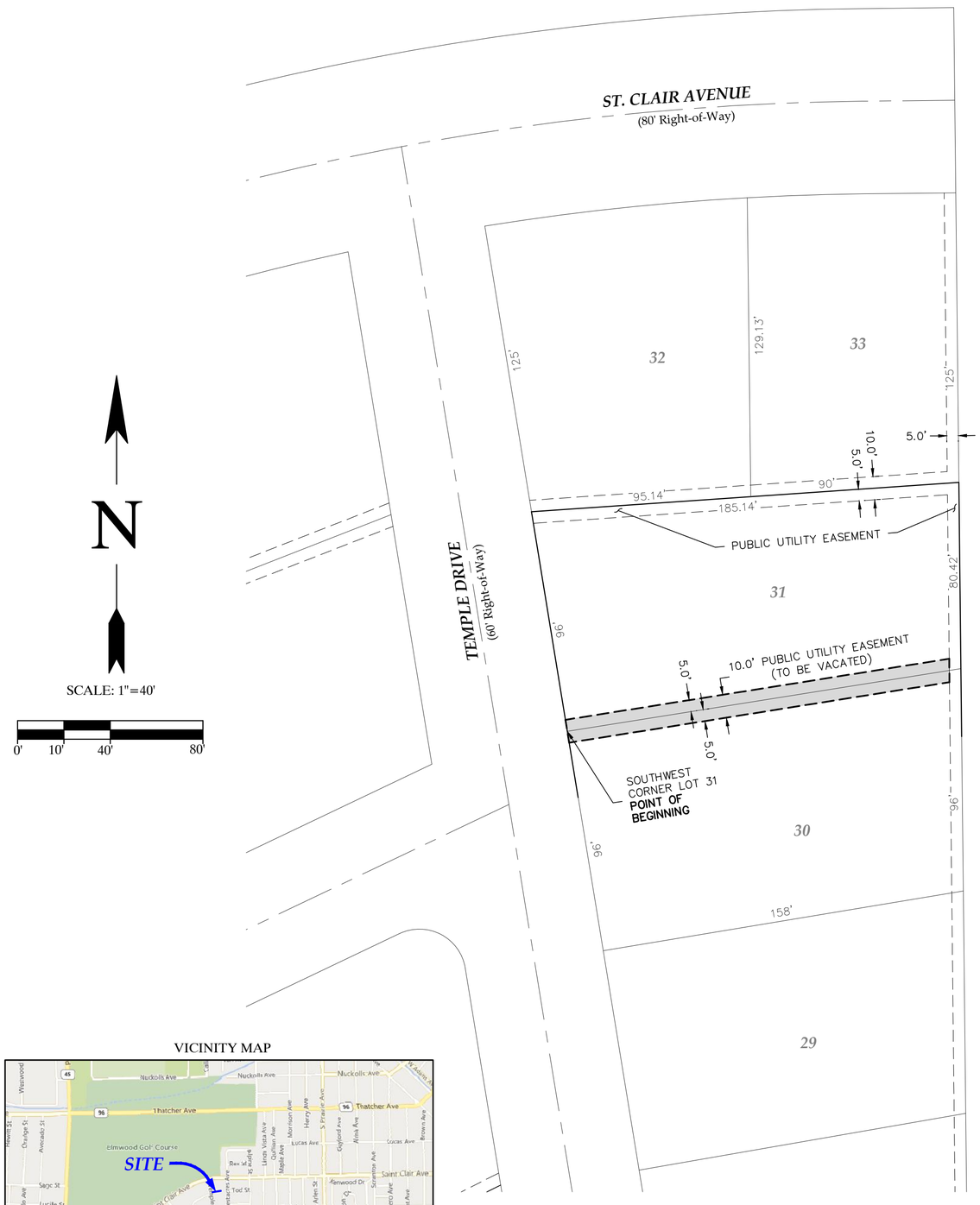


D. Public Notice

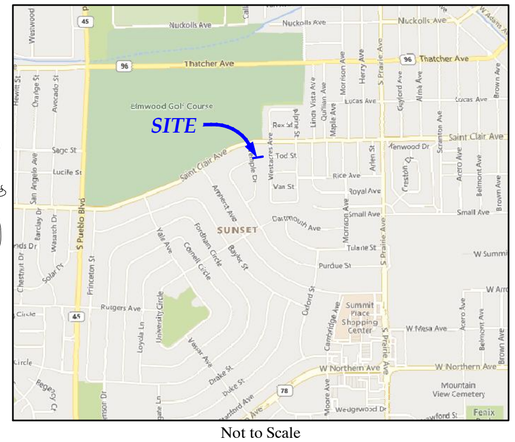


Sunset Park 10th Filing Easement Vacation V-25-02

Between Lots 30 & 31, Block 4, Sunset Park 10th Filing
In Section 3, Township 21 South, Range 65 West of the 6th P.M. in
Pueblo County, Colorado



VICINITY MAP



Not to Scale

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According to Colorado Law, you must commence any legal action based upon any defect in this survey within three (3) 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 (10) years from the date of certification shown hereon.

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Containing 1,669 square feet, more or less

Reservations: None

Purpose: Property owner wishes to build within the existing easement. (There are no utilities currently located within the easement.)

SURVEYOR'S CERTIFICATE

I, Julie N. Troutt, a professional land surveyor registered in the State of Colorado, do hereby certify that this vacation plat is not based upon an actual field survey conducted by me or under my responsible charge, but was prepared using information shown on the plat of Sunset Park, 10th Filing as recorded February 26, 1960 in Book 19, Page 5 and in Book 1413, Page 57 of the Pueblo County, Colorado records.

Julie N. Troutt
Professional Land Surveyor #38529

Date

COLORADO LICENSED
JULIE N TROUTT
38529
PROFESSIONAL LAND SURVEYOR

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Sunset Park 10th Fil.

Rec. #120893

Bk. 19

Feb. 26, 1960 Pg. 5

*also Bk 1413 Pg 57

Ded. 120892 1413 P 57

SUNSET PARK TENTH FILING

PUEBLO, COLORADO.

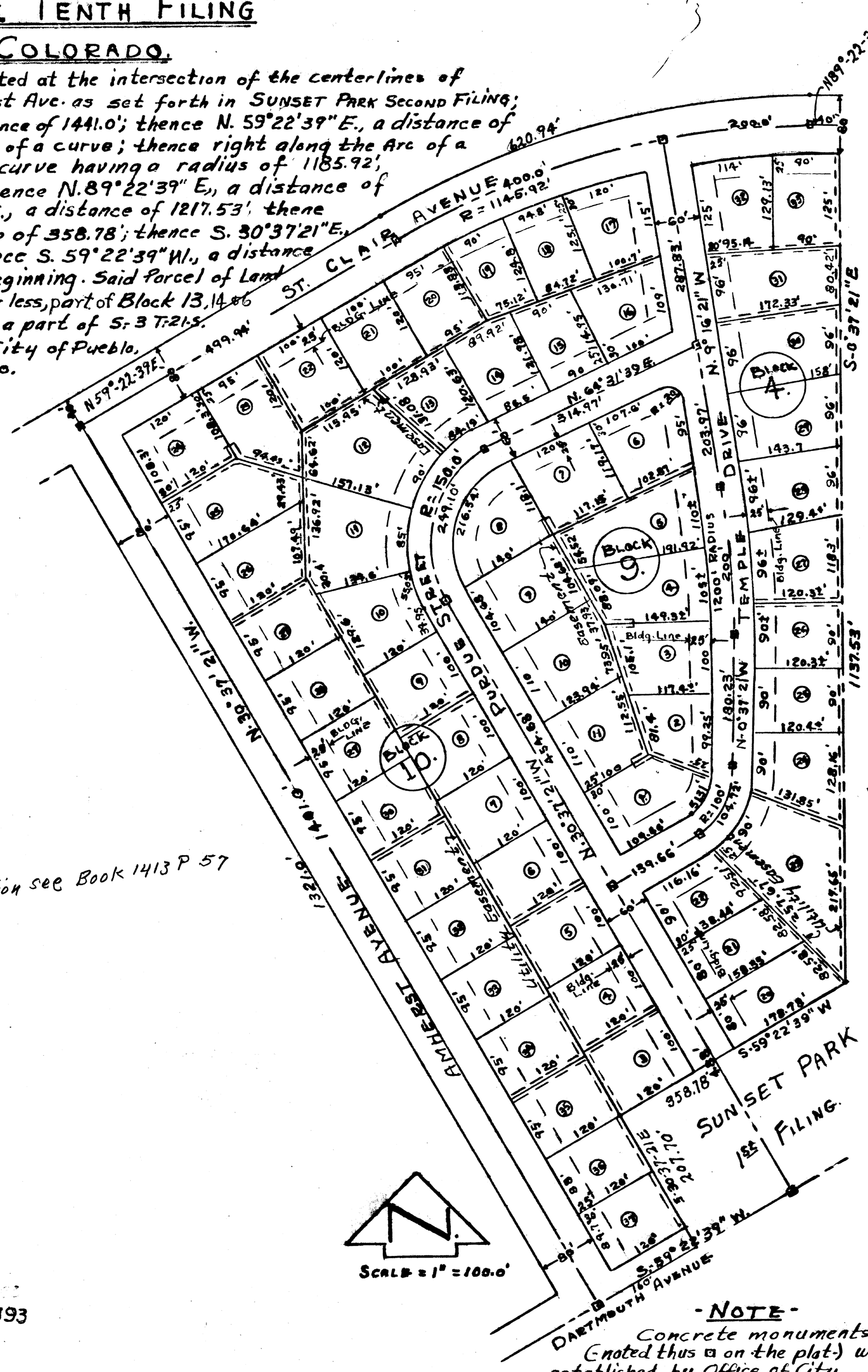
Beginning at a point located at the intersection of the centerlines of Dartmouth Ave. and Amherst Ave. as set forth in SUNSET PARK SECOND FILING; thence N. 30°37'21" W., a distance of 1441.0'; thence N. 59°22'39" E., a distance of 499.94' to a point on the Arc of a curve; thence right along the Arc of a curve to the right, said curve having a radius of 1185.92', a distance of 620.94'; thence N.89°22'39" E., a distance of 40.0'; thence S. 0°37'21" E., a distance of 1217.53'; thene S. 59°22'39" W., a distance of 358.78'; thence S. 30°37'21" E., a distance of 207.70'; thence S. 59°22'39" W., a distance of 160.0'; to the point of beginning. Said Parcel of Land Containing 23.613 Acres, more or less, part of Block 13, 14 & 16 UPLANDS PARK, and being a part of S. 3 T. 21 S. R. 65 W. of the 6th. P.M. City of Pueblo, Pueblo County, Colorado.

Approved by Ordinance No.- 2495

C. J. Burns
President of the City Council

Attest: Mary E. Weaver
City Clerk

CITY CLERK STATE OF COLORADO



SCALE = 1" = 100.0'

-Note-
For dedication see Book 1413 P 57

120893

STATE OF COLOR...
COUNTY OF PU...
I hereby certify that this instrument was ...
Filed for record at 4:04 o'clock P.M.
FEB 26 1960 19... and duly recorded in
Book 19 Page 5
A. L. Rochlin Recorder
By R. L. Jennie Deputy
Fee 6.00

BOOK 5 PAGE 121

-NOTE-
Concrete monuments (noted thus ◘ on the plat) were established by Office of City Engineer, Pueblo, Colorado.
Amherst Ave. and St. Clair Ave. to have a 44.0' finished roadway, Temple Street and Purdue Street to have a 36.0' finished roadway, all are to have a 6.5' rolled curb and gutter and sidewalk Combination.
Building setback as per plat on all Lots on front streets.
Easements for Utilities are reserved as shown hereon and over the rear 5.0' of each Lot as noted on the above Plot.

CERTIFICATE OF SURVEY

This is to certify that I, Harold D. Wesley, registered Land Surveyor, in Colorado, made the Plat of Sunset Park Tenth Filing, and the accompanying Surveys hereto, and that all lines and dimensions are correctly shown thereon.
4-25-58.
Harold D. Wesley.
Colo. L.S. # 1455.

Blk 5 Pg 48 Bk 18 P 154

March 24, 2025

The City of Pueblo Planning and Zoning Commission will hold a public hearing on a request from Edward Posa for the approval of the following application:

V-25-02 Vacation: Vacation of a 10’ public utility easement located at 19 Temple Dr. in the Sunset Park Fil. 10 Subdivision

The Planning and Zoning Commission meeting will be held on **April 9, 2025, at 3:30 p.m.** in City Council Chambers at 1 City Hall Place. The meeting will be recorded and can be viewed via Zoom, but **no testimony will be heard virtually** (Zoom info available at www.pueblo.us/PandZ).

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 contact the planner listed below if you have questions**.

Scott Hobson, Acting Director
Planning & Community Development
By Mikaylin Hackley, Planner
(719) 553-2259

March 24, 2025

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Scott Hobson, Acting Director
Planning & Community Development
By Mikaylin Hackley, Planner
(719) 553-2259

CASE NUMBER: V-25-02

CERTIFICATION

I hereby certify that I did this day cause written notice of the public hearing on the Easement Vacation: 19 Temple Dr.to be sent to the attached list of owners of the property lying within hundred (300) feet of the said property on which the vacation 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.

March 24, 2025
(Date)

PUEBLO PLANNING & ZONING COMMISSION

By Cindy Capuchon

I hereby certify that I did this day verify and photograph the posted notice of the public hearing on the Drainage Easement Vacation, upon which action is pending as set forth in the Code of Ordinances, Section 17-6-2.

March 24, 2025
(Date)

PUEBLO PLANNING & ZONING COMMISSION

By Cindy Capuchon

Owner	OwnerStree	OwnerCit	Owr	OwnerZip
ALTSTADT PATRICIA A	9 TEMPLE DR	PUEBLO	CO	81005-1606
BABER LEXIE M	102 PURDUE ST	PUEBLO	CO	81005-1634
BACA KEVIN L	3230 ST CLAIR AVE	PUEBLO	CO	81005-1735
BELL JOHN W/BELL ELIZABETH A	100 PURDUE ST	PUEBLO	CO	81005-1634
BLOCK KIMBERLEE S/BLOCK ROGER D	3000 S PRAIRIE AVE	PUEBLO	CO	81005-5106
CASTRO FRANK JASON	3230 TOD ST	PUEBLO	CO	81005-1743
CHILDERS RONALD	627 WESTACRES AVE	PUEBLO	CO	81005-1748
CROASDELL MICHELLE L	3227 SAINT CLAIR AVE	PUEBLO	CO	81005-1734
DEATHERAGE LORI	3222 ST CLAIR AVE	PUEBLO	CO	81005-1735
DESFORGES DANIELLE	2744 JUNIPER ST	CANON C	CO	81212-9169
DONALDSON KRISTY R	709 WESTACRES AVE	PUEBLO	CO	81005-1749
EMORY LESLIE A	705 WESTACRES AVE	PUEBLO	CO	81005-1749
FLOWERS DEREK J/FLOWERS BRITTNEY N	725 WESTACRES AVE	PUEBLO	CO	81005-1749
GOLOB TERRI ANN/GOLOB RICHARD	3226 TOD ST	PUEBLO	CO	81005-1743
GOMEZ FRANCES A	717 WESTACRES	PUEBLO	CO	81005-1749
GORNICK KENNETH E/GORNICK SUSAN ANN	97 PURDUE ST	PUEBLO	CO	81005-1633
GRISHAM KELLY J	3231 TOD ST	PUEBLO	CO	81005-1742
HOLLENBECK LARRY E II	3308 ST CLAIR AVE	PUEBLO	CO	81005-1616
KOUKOL ROSS G/ZWICK WILLIAM J	11 TEMPLE DR	PUEBLO	CO	81005-1606
LEFFLER CHERYL L	721 WESTACRES AVE	PUEBLO	CO	81005-1749
LEST BETTY ANN/LEST RICHARD F	98 PURDUE ST	PUEBLO	CO	81005-1634
LEWIS AUDREY M/WEIR TRACY A	713 WESTACRES AVE	PUEBLO	CO	81005-1749
MADRID OCTAVIO/MADRID MARY ELSIE	3223 TOD ST	PUEBLO	CO	81005-1742
MARQUEZ LORRIE J	3226 SAINT CLAIR AVE	PUEBLO	CO	81005-1735
MARTINEZ BENJAMIN	3304 ST CLAIR AVE	PUEBLO	CO	81005-1616
MAYER BRIAN/MAYER CHARNELL	99 PURDUE ST	PUEBLO	CO	81005-1633
OAKES BETTY L	3302 ST CLAIR AVE	PUEBLO	CO	81005-1680
OSBAN DELORES F	3222 TOD ST	PUEBLO	CO	81005-1743
PICKERING KAREN E LARRY PICKERING	10 TEMPLE DR	PUEBLO	CO	81005-1607
POSA EDWARD J JR	19 TEMPLE DR	PUEBLO	CO	81005-1606
PUGEL ROBERT J/PUGEL ELSIE M	6 TEMPLE DR	PUEBLO	CO	81005-1607
PULLARO CHARLES J JR	3310 SAINT CLAIR AVE	PUEBLO	CO	81005-1616
RESIDENCE	3227 URBAN ST	PUEBLO	CO	81005-1744
SANCHEZ ELOY M/SANCHEZ LINDA L	3231 ST CLAIR AVE	PUEBLO	CO	81005-1734
SHEETS TAMERA M	15 TEMPLE DR	PUEBLO	CO	81005-1606
THRASHER VICKIE L	3231 URBAN ST	PUEBLO	CO	81005-1744
WESLEY UNITED METHODIST CHURCH	85 STANFORD AVE	PUEBLO	CO	81005-1946
WOOLARD DEBRA ANNE	3227 TOD ST	PUEBLO	CO	81005-1742

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: May 12, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Heather Graham, Mayor
Robert Jagger, Deputy City Attorney

SUBJECT: AN ORDINANCE EXTENDING THE TERM OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF PUEBLO AND INTERNATIONAL BROTHERHOOD OF POLICE OFFICERS LOCAL 537 FOR A ONE-YEAR PERIOD COMMENCING JANUARY 1, 2026 THROUGH DECEMBER 31, 2026

SUMMARY:

Attached is a proposed Ordinance which would extend the current negotiated collective bargaining agreement between the City of Pueblo and the International Brotherhood of Police Officers Local 537 ("Union") for calendar year 2026.

PREVIOUS COUNCIL ACTION:

Pursuant to Ordinance No. 10779 approved September 9, 2024, the City entered into a collective bargaining agreement ("Agreement") with the Union for calendar year 2025. The Agreement includes a provision that allows the City to extend the contract for two successive one-year terms.

BACKGROUND:

The City has the right to extend the current Agreement provided such election is made on or before June 1, 2025, otherwise the parties shall commence negotiations for a successor contract upon request of Union. The extended term for 2026 would be upon the same terms and conditions, except that wages during the extended term shall be as provided or otherwise determined pursuant to Article 16 of the Agreement and health insurance shall be as provided or otherwise determined pursuant to the parties Amendment to the Agreement with respect to a self-funded health benefit plan.:

2026 Wages are determined pursuant to Article 16 which states the following:

For 2026, the monthly pay rate for Police Patrol Officer/Police Corporal and Police

Sergeant at all steps will be increased by the average annual base pay percentage increase in the rate of top steps for like positions in the following cities:

Arvada, Aurora, Colorado Springs, Denver, Fort Collins, Lakewood, Thornton and Westminster.

These Cities are the comparable cities required pursuant to §8-14(i)(b), City Charter. As calculated in accordance with Article 16, the average annual base pay percentage increase for Police Officer/Corporal is 3.6% and for Police Sergeants is 4.0%.

FINANCIAL IMPLICATIONS:

As determined pursuant to Article 16 of the Agreement the cost of increases wages is estimated to be $1,078,230 which includes all seniority-related step increases and salary related benefit costs. Such increase would be in effect as of January 1, 2026.

Health insurance will be determined in accordance with the Amendment. The amounts will be determined prior to the end of this calendar year subject to the following requirements:

> Plan design shall be determined by a majority vote of the Benefits Committee; provided, however, if no majority vote is cast or if the plan and benefits selected will result in any increase in the current premiums, the Mayor shall determine and select such plan and benefits. The City's percentage share of premiums including the current maximum dollar amount the City must contribute toward any premium ("Contribution Cap") shall be continued. The City and Union shall share equally in the costs of any premium increase approved by the Mayor, and the Contribution Cap shall be adjusted accordingly

BOARD/COMMISSION RECOMMENDATION:

Not Applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not Applicable to this Ordinance.

ALTERNATIVES:

If the City Council shall fail to extend the term of the Agreement, the parties would commence negotiations for a successor agreement and all provisions would be subject to negotiations.

RECOMMENDATION:

City Administration recommends approval of this Ordinance.

ATTACHMENTS:

None

ORDINANCE NO.

AN ORDINANCE EXTENDING THE TERM OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF PUEBLO AND INTERNATIONAL BROTHERHOOD OF POLICE OFFICERS LOCAL 537 FOR A ONE-YEAR PERIOD COMMENCING JANUARY 1, 2026 THROUGH DECEMBER 31, 2026

WHEREAS, the corporate authorities of the City of Pueblo and the sole and exclusive bargaining agent of the International Brotherhood of Police Officers Local 537 negotiated a collective bargaining agreement commencing January 1, 2025 (the "Agreement"); and

WHEREAS, the Agreement was reduced to writing, signed by the parties, and enacted by Ordinance pursuant to the requirements of Section 8-14(l) of the Charter of the City of Pueblo, Colorado; and

WHEREAS, the Agreement includes a provision that allows the City to extend the Agreement for calendar year 2026; and

WHEREAS, section 3-17 of the City Charter requires that every Council act fixing compensation shall be by Ordinance; and

WHEREAS, Article 10, Section 20 of the Constitution of Colorado (the TABOR Amendment) could be interpreted to require that compensation for each year of Agreement be authorized by separate Ordinance; NOW, THEREFORE,

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

SECTION 1.

The term of the current collective bargaining agreement by and between the City of Pueblo and the International Brotherhood of Police Officers Local 537, including all amendments thereto, is hereby extended for an additional one-year term from January 1, 2026 through December 31, 2026 on the same terms and conditions contained therein, except that wages during the extended term shall be as provided or otherwise determined pursuant to Article 16 of the Agreement and health insurance shall be as provided or otherwise determined pursuant to the parties Amendment to the Agreement with respect to a self-funded health benefit plan.

SECTION 2.

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

SECTION 3.

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

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on _____.

Final adoption of Ordinance by City Council on _____.

_____
President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

_____
_____
_____
_____

_____
Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

_____
President of City Council

ATTEST

_____
City Clerk

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: May 12, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM:

SUBJECT: AN ORDINANCE EXTENDING THE TERM OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF PUEBLO AND INTERNATIONAL ASSOCIATION OF FIREFIGHTERS LOCAL NO. 3 FOR A ONE-YEAR PERIOD COMMENCING JANUARY 1, 2026, THROUGH DECEMBER 31, 2026, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

Attached is a proposed Ordinance which would extend the current negotiated collective bargaining agreement (the "Agreement") between the City of Pueblo and International Association of Firefighters Local No. 3 ("Union") for the calendar year 2026.

PREVIOUS COUNCIL ACTION:

.Ordinance No.10541 was passed on August 28, 2023, and approved and enacted the Agreement beginning January 1, 2024. The Agreement includes a provision that allows the City to extend the contract for two successive one-year terms.

BACKGROUND:

In 2023, the City of Pueblo and International Association of Firefighters Local 3 negotiated a Collective Bargaining Agreement. The Agreement was reduced to writing, signed by the parties, and enacted by Ordinance. The Agreement includes a provision that allows the City to extend the contract for two successive one-year terms provided such election is made on or before June 1, 2024. The extended term for 2026 would be upon the same terms and conditions, except for the following:

Article 10 Wages – The monthly pay rate of each class, grade, step or position of employees in the Firefighter classification shall be increased by the average annual percentage increase in the rate of pay at the top step firefighter in comparable agencies. Annual percentage increase shall be based upon the annual increase in the rate of pay for the year 2026, if known, or year 2025 otherwise.

Pursuant to §8-14(i)(b), City Charter, the comparison agencies are Arvada Fire Protection District, Aurora, Denver, Colorado Springs, Poudre Valley Fire, West Metro Fire District, Thornton and Westminster Fire.

Based on the increases granted in comparison agencies, effective January 1, 2026, the monthly pay rate for each class, grade step or position of the employees in the Firefighter classification shall be increased 4.72% over the amount set by Ordinance establishing the 2025 pay levels.

Wages for all other classifications are increased by a set percentage based upon the top step of Firefighter wage: Engineer (107%), EMO (110%), Fire Inspector (112%), Lieutenant (120%), Captain (130%) and Assistance Fire Chief (150%) ("Promotional Wage Schedule").

FINANCIAL IMPLICATIONS:

As determined pursuant to Article 10 of the Agreement the wage increase cost for 2026 is approximately $927,560 (including associated salary-related benefits and step increases for employees in the Firefighter classification).

Article 24 of the Agreement states that insurance shall be as provided or otherwise determined pursuant to the August 26, 2019, Self-Funded Health Benefit Plan Amendment with any changes in premiums for 2026 determined prior to the end of this year and subject to the following requirements:

> Plan design shall be determined by a majority vote of the Benefits Committee; provided, however, if no majority vote is cast or if the plan and benefits selected will result in any increase in the current premiums, the Mayor shall determine and select such plan and benefits. The City's percentage share of premiums including the current maximum dollar amount the City must contribute toward any premium ("Contribution Cap") shall be continued. The City and Union shall share equally in the costs of any premium increase approved by the Mayor, and the Contribution Cap shall be adjusted accordingly

BOARD/COMMISSION RECOMMENDATION:

Not Applicable to this Ordinance.

STAKEHOLDER PROCESS:

This wage increase is consistent with that negotiated and agreed to during collective bargaining agreement negotiations with the International Association of Firefighters Local No.3.

ALTERNATIVES:

If the City Council shall fail to extend the term of the Agreement, the parties would commence negotiations for a successor agreement and all provisions would be subject to negotiations.

RECOMMENDATION:

City Administration recommends approval of this Ordinance.

ATTACHMENTS:

None

ORDINANCE NO.

AN ORDINANCE EXTENDING THE TERM OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF PUEBLO AND INTERNATIONAL ASSOCIATION OF FIREFIGHTERS LOCAL NO. 3 FOR A ONE-YEAR PERIOD COMMENCING JANUARY 1, 2026, THROUGH DECEMBER 31, 2026, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

WHEREAS, pursuant to the requirement of Section 8-14, City Charter, the corporate authorities of the City of Pueblo and the sole and exclusive bargaining agent of the firefighters, the International Association of Firefighters Local No. 3, negotiated a collective bargaining agreement commencing January 1, 2024 (the “Agreement”); and

WHEREAS, the Agreement was reduced to writing, signed by the parties, and enacted by Ordinance pursuant to the requirements of Section 8-14(l) of the Charter of the City of Pueblo, Colorado; and

WHEREAS, the Agreement includes a provision that allows the City to extend the contract for two successive one-year terms; and

WHEREAS, Section 3-17 of the City Charter requires that every Council act fixing compensation shall be by Ordinance; and

WHEREAS, Article 10, Section 20 of the Constitution of Colorado (the TABOR Amendment) could be interpreted to require that compensation for each year of the International Association of Firefighters Local No. 3 collective bargaining agreement be authorized by separate Ordinance. NOW THEREFORE,

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

SECTION 1.

The term of the current collective bargaining agreement by and between the City of Pueblo and the International Association of Firefighters Local No. 3 is hereby extended for an additional one-year term from January 1, 2025 through December 31, 2025 on the same terms and conditions contained therein, except that wages during the extended term shall be as provided or otherwise determined pursuant to Article 10 of the Agreement and health insurance shall be as provided or otherwise determined pursuant to the parties Amendment to the Agreement with respect to a self-funded health benefit plan.

SECTION 2.

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

SECTION 3.

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

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on _____.

Final adoption of Ordinance by City Council on _____.

_____
President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

_____
_____
_____
_____

_____
Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

_____
President of City Council

ATTEST

_____
City Clerk

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: May 12, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Danny Nunn

SUBJECT: AN ORDINANCE ESTABLISHING PROJECT 2515 - 101 RIVERWALK UNIT 2, AND BUDGETING AND APPROPRIATING THE PROCEEDS RECEIVED FROM THE ISSUANCE OF THE SERIES 2025 CERTIFICATE OF PARTICIPATION AND ALL FUTURE FUNDS RECEIVED INTO PROJECT 2515

SUMMARY:

This Ordinance establishes Project 2515 - 101 Riverwalk Unit 2, and budgets and appropriates funds in the amount of $9,100,000 from the issuance of the Series 2025 Certificate of Participation and all future funds received into Project 2515.

PREVIOUS COUNCIL ACTION:

On March 10, 2025, by Ordinance No. 10913, City Council authorized a site lease and lease purchase agreement between the City, and BOKF, N.A. (solely in its capacity as trustee) to finance the acquisition, improvement, and equipping of facilities to be used as municipal administrative and other space by issuing Series 2025 Certificate of Participation not to exceed $9,100,000.

BACKGROUND:

On April 30, 2025, the City closed and received the proceeds from the Series 2025 Certificate of Participation (COP). A separate account with CSAFE, 101 Riverwalk, was created for the transaction proceeds. This Ordinance will establish a project and budget and appropriate the proceeds of this transaction.

FINANCIAL IMPLICATIONS:

The attached Ordinance budgets and appropriates $9,100,000 from the Series 2025 Certificate of Participation issuance into Project 2515 - 101 Riverwalk Unit 2.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

Failure to adopt this Ordinance will result in the City Council not authorizing the establishing of Project 2515 - 101 Riverwalk Unit 2, and the budgeting and appropriation of funds received from the Series 2025 Certificates of Participation issuance.

RECOMMENDATION:

Approval of the Ordinance

ATTACHMENTS:

None

ORDINANCE NO.

AN ORDINANCE ESTABLISHING PROJECT 2515 - 101 RIVERWALK UNIT 2, AND BUDGETING AND APPROPRIATING THE PROCEEDS RECEIVED FROM THE ISSUANCE OF THE SERIES 2025 CERTIFICATE OF PARTICIPATION AND ALL FUTURE FUNDS RECEIVED INTO PROJECT 2515

WHEREAS, the City Council of the City of Pueblo determined it necessary and in the best interests of the City and its citizens that the City undertake the lease-purchase financing for the acquisition, improvement, and equipping of facilities located 101 Riverwalk Unit 2 to be used for administrative and other offices or for other other governmental or proprietary purposes (the "Project"); and

WHEREAS, for the purposes of providing funds for the completion of the Project, a single Certificate of Participation, Series 2025 in an aggregate amount of $9,100,000 was sold and executed April 30, 2025, NOW, THEREFORE,

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

SECTION 1.

Project 2515 - 101 Riverwalk Unit 2, is hereby established, and the $9,100,000 received from the Series 2025 Certificates of Participation issuance by the City of Pueblo and all future funds received, are hereby budgeted and appropriated into said Project 2515.

SECTION 2.

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

SECTION 3.

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

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on _____.

Final adoption of Ordinance by City Council on _____.

_____
President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

_____
_____
_____
_____

_____
Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

_____
President of City Council

ATTEST

_____
City Clerk

Docusign Envelope ID: ADA7AD16-72DF-4993-8D00-4F9240782242

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: May 12, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Andra Ahrens, Director Wastewater

SUBJECT: A RESOLUTION APPROVING CONTRACT AMENDMENT NO. 1 IN THE AMOUNT OF $505,943.17 TO MILLER PIPELINE, LLC., FOR PROJECT NO. 24-057 (WWAN01) 2024 COURT STREET SANITARY SEWER REHABILITATION PROJECT, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

SUMMARY:

This Resolution approves Contract Amendment No. 1 in the amount of $505,943.17 to Miller Pipeline, LLC., for Project 24-057 (WWAN01) 2024 Court Street Sanitary Sewer Rehabilitation Project.

PREVIOUS COUNCIL ACTION:

Resolution 15636, dated May 13, 2024, awarded a Construction Contract, in the amount of $1,115,764, to Miller Pipeline, LLC., and set forth $223,153 for contingencies and additional work, for Project No. 24-057 (WWAN01) 2024 Court Street Sanitary Sewer Rehabilitation Project.

BACKGROUND:

The original project, awarded to Miller Pipeline, LLC., consisted of rehabilitating sanitary sewer mains and manholes prior to the Court Street asphalt mill and overlay project. Contract Amendment No. 1 reflects the cost to replace the additional surface improvements required due to back-to-back storm events throughout the seven sites and additional flow fill necessary to protect the trench due to the unknown locations of the dry utilities throughout the seven sites. The cost of the additional work exceeds the threshold for administrative approval of a change order and a contract amendment will be required to award and complete the additional work.

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

Docusign Envelope ID: ADA7AD16-72DF-4993-8D00-4F9240782242

FINANCIAL IMPLICATIONS:

Funding in the amount of $505,943.17 will be paid from the Sewer User Fund.

BOARD/COMMISSION RECOMMENDATION:

None

STAKEHOLDER PROCESS:

None

ALTERNATIVES:

Alternative No. 1 – No Action

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

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 5-12-25 24-057 2024 Court St Sanitary Sewer Rehab Proejct - Contract Documents
2. 5-12-25 24-057 2024 Court St Sanitary Sewer Rehab Project - Amendment No 1

Docusign Envelope ID: ADA7AD16-72DF-4993-8D00-4F9240782242

RESOLUTION NO. 15986

A RESOLUTION APPROVING CONTRACT AMENDMENT NO. 1 IN THE AMOUNT OF $505,943.17 TO MILLER PIPELINE, LLC., FOR PROJECT NO. 24-057 (WWAN01) 2024 COURT STREET SANITARY SEWER REHABILITATION PROJECT, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

WHEREAS, a Construction Contract was awarded to Miller Pipeline, LLC., under Contract Number 24-057; and

WHEREAS, a contract amendment is requested for the purpose of repairing the wastewater and stormwater main lines to complete the project; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Contract Amendment No. 1 to the Construction Contract for Project No. 24-057 (WWAN01) 2024 Court Street Sanitary Sewer Rehabilitation Project, in the amount of $505,943.17, 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 the same.

SECTION 3.

Funds in the amount of $505,943.17 for Project 24-0570 shall be from the Sewer User Fund.

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.

Docusign Envelope ID: ADA7AD16-72DF-4993-8D00-4F9240782242

SECTION 5.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: May 12, 2025

BY: Brett Boston
MEMBER OF CITY COUNCIL

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

ATTESTED BY: Signed by: Vince Petkosek 330E90D300E24E8...
DEPUTY CITY CLERK

DocuSign Envelope ID: 44D0B2F2-5361-4028-A64D-EA7D283243B1

CONTRACT AGREEMENT

THIS AGREEMENT made and entered into this 14th day of May, 2024, by and between the City of Pueblo, a Municipal Corporation, hereinafter referred to in the Contract Documents as the "City", and Miller Pipeline, LLC, an Indiana Company Authorized to do business in the State of Colorado, 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: **24-057 (WWAN01)**
Bid Name: **2024 Court Street Sanitary Sewer Rehabilitation Project**

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
   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.

MILLER PIPELINE, LLC

By _____
Raymond Swerdfeger

Title Managing Member

PUEBLO, A MUNICIPAL CORPORATION

DocuSigned by:
By _____
663514DB28C0490...
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:
_____
CAE4752363A94D6...
Alexandria Romero, Director of Finance

APPROVED AS TO FORM:

DocuSigned by:
_____
714C62EACB8D49E...
David Wyatt, City Attorney

DocuSign Envelope ID: 44D0B2F2-5361-4028-A64D-EA7D283243B1

PERFORMANCE BOND

Bond Number 0259443

KNOW ALL MEN BY THESE PRESENTS:

That we Miller Pipeline, LLC, an Indiana Company Authorized to do Business in the State of Colorado, hereinafter called "Principal" and

Berkley Insurance Company
Surety

of Greenwich, State of Connecticut, 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:

One Million One Hundred Fifteen Thousand Seven Hundred Sixty Four Dollars and 00/100 ($1,115,764.00)

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

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the City, dated the 14th day of May, 2024, a copy of which is hereto attached and made a part hereof for the construction of:

Bid No.: **24-057 (WWAN01)**
Bid Name: **2024 Court Street Sanitary Sewer Rehabilitation Project**

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: 44D0B2F2-5361-4028-A64D-EA7D283243B1

IN WITNESS WHEREOF, this instrument is executed on the 14th day of May, 2024.

MILLER PIPELINE, LLC

ATTEST:

By _____
Principal Secretary

(SEAL)

By _____
Raymond Swerdfeger

Title Managing Member

421 E. INDUSTRIAL BLVD.
(Address)
PUEBLO WEST, CO 81007

By _____
(Witness as to Principal)

421 E. Industrial Blvd
(Address)
Pueblo West, CO 81007

Berkley Insurance Company
Surety

ATTEST:

By _____
(Surety) Attorney-In-Fact
Jordan Fisher

(SEAL)

By _____
Attorney-In-Fact
Jordan Fisher
475 Steamboat Road, Greenwich, CT 06830
(Address)

By _____
(Witness as to Surety)
Julia Zalesky
751 Arbor Way, Suite 250, Blue Bell, PA 19422
(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: 44D0B2F2-5361-4028-A64D-EA7D283243B1

PAYMENT BOND

Bond Number 0259443

KNOW ALL MEN BY THESE PRESENTS:

That we Miller Pipeline, LLC, an Indiana Company Authorized to do Business in the State of Colorado, hereinafter called "Principal" and

Berkley Insurance Company
Surety

of Greenwich, State of Connecticut, 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:

One Million One Hundred Fifteen Thousand Seven Hundred Sixty Four Dollars and 00/100 ($1,115,764.00)

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

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the City, dated the 14th day of May, 2024, a copy of which is hereto attached and made a part hereof for the construction of:

Bid No.: **24-057 (WWAN01)**
Bid Name: **2024 Court Street Sanitary Sewer Rehabilitation Project**

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: 44D0B2F2-5361-4028-A64D-EA7D283243B1

IN WITNESS WHEREOF, this instrument is executed on the 14th day of May, 2024.

ATTEST:

By _____
Principal Secretary

(SEAL)

By _____
(Witness as to Principal)

421 E. Industrial Blvd
(Address)
Pueblo West, CO 81007

MILLER PIPELINE, LLC

By _____
Raymond Swerdfeger

Title Managing Member

421 E. INDUSTRIAL BLVD.
(Address)
PUEBLO WEST, CO 81007

Berkley Insurance Company
Surety

ATTEST:

By _____
(Surety) Attorney-In-Fact
Jordan Fisher

(SEAL)

By _____
(Witness as to Surety)
Julia Zalesky

751 Arbor Way, Suite 250, Blue Bell, PA 19422
(Address)

By _____
Attorney-In-Fact
Jordan Fisher

475 Steamboat Road, Greenwich, CT 06830
(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: 44D0B2F2-5361-4028-A64D-EA7D283243B1

No. BI-10254h-el

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: ***Holly Tallone; Louis J. Bensinger; Kathleen M. Coen; Gary Giulietti; Julia C. Zalesky; Abigail E. Curtiss; Jordan Fisher; Ashley Martin; Dana E. Wium; or Kelly Wolff of Lockton Companies, LLC of Blue Bell, PA*** its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed **Fifty Million and 00/100 U.S. Dollars (U.S.$50,000,000.00),** to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 2nd day of May, 2024

Attest:
By _____
Philip S. Welt
Executive Vice President & Secretary

Berkley Insurance Company
By _____
Jeffrey M. Hafter
Senior Vice President

STATE OF CONNECTICUT)
) ss:
COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 2nd day of May, 2024, by Philip S. Welt and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

_____
Notary Public, State of Connecticut

MARIA C. RUNDBAKEN
NOTARY PUBLIC
CONNECTICUT
MY COMMISSION EXPIRES 04-30-2020

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 14th day of May, 2024

_____
Vincent P. Forte

DocuSign Envelope ID: 44D0B2F2-5361-4028-A64D-EA7D283243B1

BERKLEY INSURANCE COMPANY

STATUTORY BALANCE SHEET
DECEMBER 31, 2023
(AMOUNTS IN THOUSANDS)

Admitted Assets

Bonds	$	15,962,571
Common & Preferred Stocks		5,237,203
Cash & Short Term Investments		1,115,920
Premiums Receivable		2,668,092
Other Assets		4,315,866
Total Admitted Assets	$	29,299,653

Liabilities & Surplus

Loss & LAE Reserves	$	14,815,670
Unearned Premium Reserves		4,692,755
Other Liabilities		1,015,089
Total Liabilities	$	20,523,514
Common Stock	$	43,000
Preferred Stock		10
Additional Paid In Capital		2,980,072
Unassigned Surplus		5,753,056
Total Policyholders' Surplus	$	8,776,138
Total Liabilities & Surplus	$	29,299,653

Officers:
President: William Robert Berkley, Jr.
Secretary: Philip Stanley Welt
Treasurer: Richard Mark Baio
Asst. Treasurer: Bertman Adam Braud, Jr.
Asst. Secretary: Michelle Rene Rodemyer
Asst. Treasurer: Ted William Rogers

Directors:
William Robert Berkley
(Executive Chairman)
William Robert Berkley, Jr.
Philip Stanley Welt
Richard Mark Baio
Paul James Hancock
Carol Josephine LaPunzina
James Gerald Shiel

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NOTICE TO PROCEED

May 30, 2024

Miller Pipeline, LLC
421 E. Industrial Blvd.
Pueblo West, CO 81007

Ref: Bid No: 24-057 (WWAN01)
Bid Name: 2024 Court Street Sanitary Sewer Rehabilitation Project

You are hereby authorized to proceed on June 3, 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:
Andra Ahrens
A5BD9A5DB56C412...

Andra Ahrens
Director of Wastewater

DocuSign Envelope ID: 44D0B2F2-5361-4028-A64D-EA7D283243B1

NOTICE OF AWARD

April 30, 2024

Miller Pipeline, LLC
421 E. Industrial Blvd.
Pueblo West, CO 81007

Ref: Bid No: 24-057 (WWAN01)
Bid Name: 2024 Court Street Sanitary Sewer Rehabilitation Project

The City of Pueblo (City) hereby accepts your proposal submitted on April 24, 2024, for the construction of the referenced project. It appears that your proposal in the amount of $1,115,764.00 for the Total Base Bid is fair, equitable, and in the best interest of the City. This award is contingent upon City Council approval on May 13, 2024. The contract is not binding until a Notice to Proceed has been issued by the City of Pueblo; however, you are authorized to proceed with the purchase of the HDPE pipe for this project due to the long lead time. In the event the project is not approved by City Council, the City of Pueblo Wastewater Department will be responsible for the following:

1. 350 LF of 20" HDPE Pipe at the total amount of $14,608.73
2. 700 LF of 16" HDPE Pipe at the total amount of $17,966.02

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

ACKNOWLEDGEMENT: By signing below, Contractor acknowledges the provisions of award as detailed above.

Raymond K. Swerdfeger, V.P.

Signature of Contractor

5/3/24

Date

Raymond K. Swerdfeger, VP

Printed Name & Title

DocuSign Envelope ID: 44D0B2F2-5361-4028-A64D-EA7D283243B1

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

[MILLER PIPELINE, LLC] RESPONSE DOCUMENT REPORT

IFB No. 24-057 (WWAN01)

2024 Court Street Sanitary Sewer Rehabilitation Project

RESPONSE DEADLINE: April 24, 2024 at 10:00 am

Report Generated: Thursday, April 25, 2024

Miller Pipeline, LLC Response

CONTACT INFORMATION

Company:
Miller Pipeline, LLC

Email:
jimmy.stephens@millerpipeline.com

Contact:
Jimmy Stephens

Address:
421 E. Industrial Blvd
Pueblo West, CO 81007

Phone:
N/A

Website:
N/A

Submission Date:
Apr 24, 2024 9:42 AM

DocuSign Envelope ID: 44D0B2F2-5361-4028-A64D-EA7D283243B1

ADDENDA CONFIRMATION

Addendum #1
Confirmed Apr 22, 2024 9:47 AM by Jimmy Stephens

Addendum #2
Confirmed Apr 22, 2024 9:47 AM by Jimmy Stephens

QUESTIONNAIRE

1. BID GUARANTEE*
Pass

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

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

If sending by mail the envelope must be addressed to:

City of Pueblo Purchasing Department

230 S. Mechanic Street

Pueblo, CO 81003

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

- Bid_Bond.pdf

MPL_-_Pueblo_24-057_(WWAN01)_Bid_Bond_Executed.pdf

DocuSign Envelope ID: 44D0B2F2-5361-4028-A64D-EA7D283243B1

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.

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.

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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.

Ray Swerdfeger (719) 252-8803 ray.swerdfeger@millerpipeline.com

4. DETAILS AND PLANS FOR PIPE BURSTING*

Upload details and plans for pipe bursting.

Sites_1_&_3_Burst.pdf

5. 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.

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

Please confirm your acknowledgment of the above statement:

Confirmed

INSURANCE REQUIREMENTS*
Pass

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 –

DocuSign Envelope ID: 44D0B2F2-5361-4028-A64D-EA7D283243B1

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

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

STATE OF COLORADO SALES OR USE TAX –

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

PUEBLO COUNTY SALES OR USE TAX –

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

Please confirm you acknowledge the above statements:

Confirmed

6. 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

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Been convicted under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or honesty which directly affects responsibility as a City contractor?

No

CONVICTED UNDER STATE OR FEDERAL ANTITRUST STATUTES*
Pass

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

No

FAILED TO PERFORM*
Pass

Failed to perform or unsatisfactorily performed in accordance with the terms of one (1) or more contracts with public or private entities within the previous five (5) years?

No

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?

DocuSign Envelope ID: 44D0B2F2-5361-4028-A64D-EA7D283243B1

No

UNLICENSED *
Pass

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

No

DELINQUENT*
Pass

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

No

CONFIRMATION *
Pass

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

DocuSign Envelope ID: 44D0B2F2-5361-4028-A64D-EA7D283243B1

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
BASE BID					
Site #1 - W 4th ST AND COURT ST					
1	Pipe Burst 18" VCP	323	LF	$596.00	$192,508.00
2	Reinstate Sanitary Sewer Service	3	EA	$4,767.00	$14,301.00
3	Reinstate Sanitary Sewer Service - 4th Street Intersection	2	EA	$5,073.00	$10,146.00
4	Lateral Launch Service	5	EA	$208.00	$1,040.00
5	Remove and Replace 60" Manhole	2	EA	$7,878.00	$15,756.00
6	Install Tracer Wire	1	LS	$1,687.00	$1,687.00
7	Mobilization	1	LS	$31,966.00	$31,966.00
8	Bypass Pumping	1	LS	$24,151.00	$24,151.00
9	Traffic Control	1	LS	$7,000.00	$7,000.00
Site #2 - W 6th ST AND COURT ST					
10	Remove and Replace 6" VCP To 8" PVC	169	LF	$111.00	$18,759.00
11	Remove and Replace 10" VCP To 10" PVC	234	LF	$117.00	$27,378.00
12	Reinstate Sanitary Sewer Service	20	EA	$445.00	$8,900.00
13	Lateral Launch Service	20	EA	$367.00	$7,340.00

DocuSign Envelope ID: 44D0B2F2-5361-4028-A64D-EA7D283243B1

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
14	Remove and Replace 48" Manhole	3	EA	$7,299.00	$21,897.00
15	Remove and Replace 7" Reinforced Concrete	900	SF	$21.00	$18,900.00
16	Remove and Replace Curb and Gutter	50	LF	$62.00	$3,100.00
17	Place 6" Concrete	1,690	SF	$14.00	$23,660.00
18	Place Asphalt Patch (Various Depths)	73	TN	$575.00	$41,975.00
19	Place 6" Base Course	200	TN	$49.00	$9,800.00
20	Place 2' Flowfill	10	CY	$202.00	$2,020.00
21	Install Tracer Wire	1	LS	$452.00	$452.00
22	Mobilization	1	LS	$2,449.00	$2,449.00
23	Bypass Pumping	1	LS	$4,899.00	$4,899.00
24	Traffic Control	1	LS	$6,800.00	$6,800.00
Site #3 - W 8th ST AND COURT ST					
25	Pipe Burst 15" VCP	664	LF	$512.00	$339,968.00
26	Reinstate Sanitary Sewer Service	2	EA	$6,222.00	$12,444.00
27	Lateral Launch Service	2	EA	$208.00	$416.00
28	Remove and Replace 48" Manhole	3	EA	$7,108.00	$21,324.00

DocuSign Envelope ID: 44D0B2F2-5361-4028-A64D-EA7D283243B1

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
29	Install Tracer Wire	1	LS	$1,931.00	$1,931.00
30	Mobilization	1	LS	$31,231.00	$31,231.00
31	Bypass Pumping	1	LS	$27,450.00	$27,450.00
32	Traffic Control	1	LS	$6,797.00	$6,797.00
Site #4 - W 13th ST AND COURT ST					
33	Remove and Replace 6" VCP To 8" PVC	88	LF	$111.00	$9,768.00
34	Reinstate Sanitary Sewer Service	1	EA	$831.00	$831.00
35	Lateral Launch Service	1	EA	$208.00	$208.00
36	Remove and Replace 48" Manhole	2	EA	$5,601.00	$11,202.00
37	Remove and Replace 7" Reinforced Concrete	900	SF	$21.00	$18,900.00
38	Remove and Replace Curb and Gutter	50	LF	$62.00	$3,100.00
39	Place 6" Asphalt Patch	50	LF	$143.00	$7,150.00
40	Place 2' Flowfill	15	CY	$202.00	$3,030.00
41	Install Tracer Wire	1	LS	$239.00	$239.00
42	Mobilization	1	LS	$2,450.00	$2,450.00
43	Bypass Pumping	1	LS	$612.00	$612.00

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Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
44	Traffic Control	1	LS	$2,418.00	$2,418.00
Site #5 - W 5th ST AND COURT ST - POINT REPAIRS					
45	Remove and Replace 15" VCP To 15" PVC	55	LF	$307.00	$16,885.00
46	Reinstate Sanitary Sewer Service	1	EA	$1,075.00	$1,075.00
47	Place 6" Asphalt Patch	55	LF	$143.00	$7,865.00
48	Place 2' Flowfill	17	CY	$202.00	$3,434.00
49	Mobilization	1	LS	$2,450.00	$2,450.00
50	Bypass Pumping	1	LS	$17,538.00	$17,538.00
51	Traffic Control	1	LS	$6,797.00	$6,797.00
Site #6 - W 10th ST AND COURT STREET - POINT REPAIRS					
52	Remove and Replace 12" VCP To 12" PVC	53	LF	$287.00	$15,211.00
53	Place 6" Asphalt Patch	58	LF	$143.00	$8,294.00
54	Place 2' Flowfill	15	CY	$202.00	$3,030.00
55	Remove and Replace 4" Concrete	120	SF	$12.00	$1,440.00
56	Remove and Replace Curb and Gutter	43	LF	$62.00	$2,666.00
57	Remove and Replace Curb Ramp	1	EA	$4,446.00	$4,446.00

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Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
58	Mobilization	1	LS	$2,450.00	$2,450.00
59	Bypass Pumping	1	LS	$17,033.00	$17,033.00
60	Traffic Control	1	LS	$6,797.00	$6,797.00
TOTAL					**$1,115,764.00**

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BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That Miller Pipeline, LLC,

of, 421 E. Industrial Blvd., Pueblo West, CO 81007, as Principal,

and Berkley Insurance Company, as Surety, are held and firmly bound unto the City of Pueblo, Colorado, as Obligee, in the full and just sum of Five Percent of the Amount Bid Dollars ($ 5% of the Amount Bid), 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 bid dated April 24, 20 24, for:

Bid No.: 24-057 (WWAN01)

Bid Name: 2024 Court Street Sanitary Sewer Rehabilitation Project

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

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

(Signature Page Follows)

DocuSign Envelope ID: 44D0B2F2-5361-4028-A64D-EA7D283243B1

(Bid Bond)

Signed, sealed and delivered this 24th day of April, 20 24.

ATTEST:

By _____
Secretary

(SEAL)

Miller Pipeline, LLC

_____
Principal

Berkley Insurance Company

By _____
Jordan Fisher, Attorney-in-Fact
Surety

ATTEST:

By _____
Witness
Kathleen M. Coen

(SEAL)

By _____
Attorney-in-fact
Jordan Fisher

DocuSign Envelope ID: 44D0B2F2-5361-4028-A64D-EA7D283243B1

No. BI-10254g-el

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: ***Holly Tallone; Louis J. Bensinger; Kathleen M. Coen; Gary Giulietti; Julia C. Zalesky; Abigail E. Curtiss; Jordan Fisher; Ashley Martin; or Dana E. Wium of Lockton Companies, LLC of Blue Bell, PA*** its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed **Fifty Million and 00/100 U.S. Dollars (U.S.$50,000,000.00),** to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 6th day of March, 2024.

BERKLEY INSURANCE COMPANY CORPORATE SEAL 1975 DELAWARE

Attest:

By _____
Ira S. Lederman
Executive Vice President & Secretary

Berkley Insurance Company

By _____
Jeffrey M. Hafter
Senior Vice President

STATE OF CONNECTICUT)
) ss:
COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 6th day of March, 2024, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C RUNDBAKEN
NOTARY PUBLIC
CONNECTICUT
MY COMMISSION EXPIRES
APRIL 30, 2024

_____
Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

BERKLEY INSURANCE COMPANY CORPORATE SEAL 1975 DELAWARE

Given under my hand and seal of the Company, this 24th day of April, 2024.

_____
Vincent P. Forte

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BERKLEY INSURANCE COMPANY

STATUTORY BALANCE SHEET
DECEMBER 31, 2023
(AMOUNTS IN THOUSANDS)

Admitted Assets

Bonds	$	15,962,571
Common & Preferred Stocks		5,237,203
Cash & Short Term Investments		1,115,920
Premiums Receivable		2,668,092
Other Assets		4,315,866
Total Admitted Assets	$	29,299,653

Liabilities & Surplus

Loss & LAE Reserves	$	14,815,670
Unearned Premium Reserves		4,692,755
Other Liabilities		1,015,089
Total Liabilities	$	20,523,514
Common Stock	$	43,000
Preferred Stock		10
Additional Paid In Capital		2,980,072
Unassigned Surplus		5,753,056
Total Policyholders' Surplus	$	8,776,138
Total Liabilities & Surplus	$	29,299,653

Officers:
President: William Robert Berkley, Jr.
Secretary: Philip Stanley Welt
Treasurer: Richard Mark Baio
Asst. Treasurer: Bertman Adam Braud, Jr.
Asst. Secretary: Michelle Rene Rodemyer
Asst. Treasurer: Ted William Rogers

Directors:
William Robert Berkley
(Executive Chairman)
William Robert Berkley, Jr.
Philip Stanley Welt
Richard Mark Baio
Paul James Hancock
Carol Josephine LaPunzina
James Gerald Shiel

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MILLER PIPELINE | AN ARTERA COMPANY

BID 24-057 2024 COURT STREET SANITARY SEWER REHABILITATION

Pipe Burst Plans – Dated April 24, 2024

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Site 1:

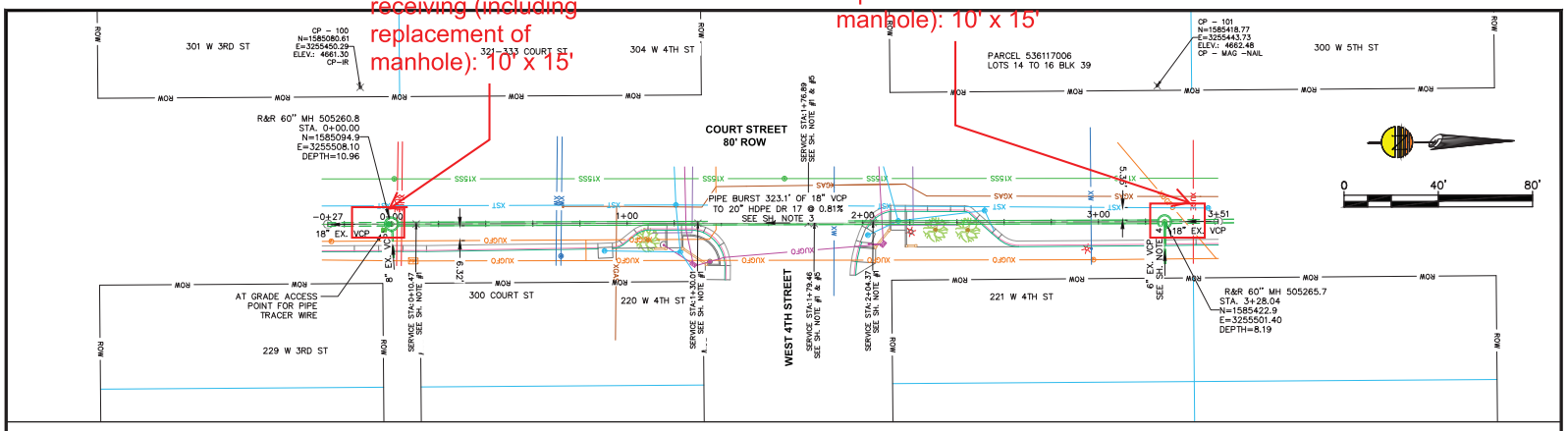
1. Bypass pumping set up – no discharge pipe crossing 4th Street
2. Drill rod to be pushed through the existing 18" VCP from the approx STAs 3+28 to 0+00.
3. 20" HDPE pipe to be pulled back while reaming (pulverizing) the 18" clay pipe.
4. Newly-installed HDPE to be set at grade at both pit locations amd new manholes placed (see attachment)
5. Service reconnections (up to 5, including 2 in 4th Street))
   Advantages:
   a. Less asphalt replacement
   b. Less concrete replacement (corner of 4th & Court)
   c. Less flowfill placed
   d. Less disruption to traffic on 4th Street

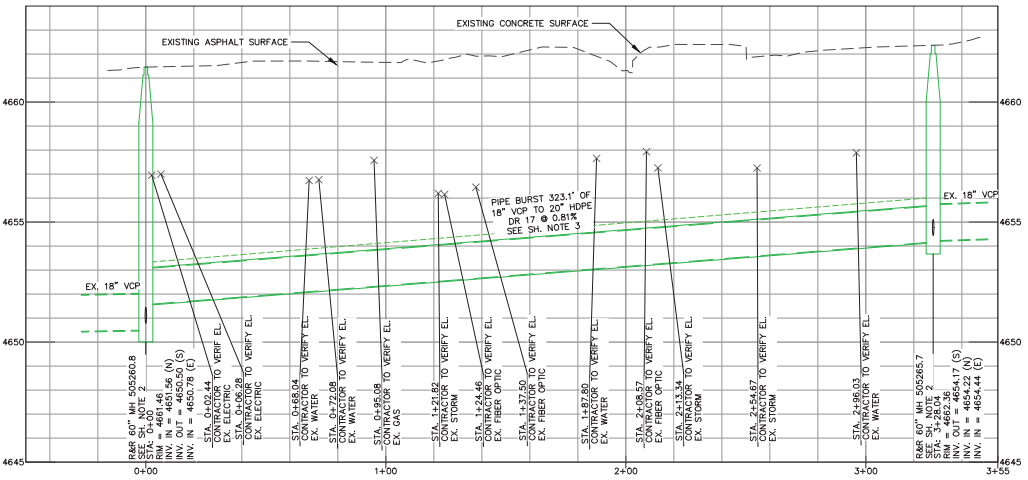
Site 3:

1. Bypass pumping set up – no bypass pumping crossing intersections
2. Drill rod to be pushed through the existing 15" VCP from the approx STAs 13+34 to 10+00.
3. 16" HDPE pipe to be pulled back while reaming (pulverizing) the 15" clay pipe.
4. Manhole at STA 10+00 to be set.
5. Services to be reinstated (if applicable)
6. Process repeated from STAs 16+70 to 13+34.
7. Remaining manholes at STAs 13+34 and 16+70 to be set
   Advantages:
   a. Less asphalt replacement
   b. Less concrete replacement (south side alley approach)
   c. Less flowfill placed
   d. Less disruption to traffic on Court St.

Approx pit dimensions - receiving (including replacement of manhole): 10' x 15'

Approx pit dimenions launch (including replacement of manhole): 10' x 15'





SUMMARY OF QUANTITIES

No.	Item Description	Qty.	Unit
	Site #1 - W 4th AND COURT ST		
1	Pipe Burst 18" VCP	323	LF
2	Reinstate Sanitary Sewer Service	7	EA
3	Reinstate Sanitary Sewer Service - 4th Street Intersection	2	EA
4	Lateral Launch Service	5	EA
5	Remove and Replace 60" Manhole	2	EA
6	Install Tracer Wire	1	LS
7	Mobilization	1	LS
8	Bypass Pumping	1	LS
9	Traffic Control	1	LS

SHEET NOTES:
1. CONTRACTOR TO VERIFY ALL EXISTING SERVICE CONNECTIONS BY LATERAL LAUNCHING EACH SERVICE. ONLY SERVICES THAT ARE ACTIVE SHALL BE REINSTATED.
2. MANHOLE INVERTS TO REMAIN AS EXISTING TO ACCOMMODATE PIPE BURSTING ACTIVITIES.
3. PAYMENT SHALL INCLUDE ALL ITEMS REQUIRED TO PIPE BURST THE PIPE SEGMENT SHOWN ON THE PLANS AND RESTORE TO ORIGINAL CONDITION, INCLUDING BUT NOT LIMITED TO EXCAVATION OF BORE PIT, HDPE PIPE, FUSING, FLOWFILL, ASPHALT, CURB AND GUTTER, SIDEWALK, ETC.
4. CONTRACTOR TO STUB OUT 6"X8" ECCENTRIC REDUCER. COST WILL BE INCIDENTAL TO PROJECT
5. IF SERVICES LOCATED IN 4TH STREET ARE REINSTATED, PAYMENT WILL BE MADE UNDER "REINSTATE SERVICE–4TH STREET INTERSECTION".

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" = 40'
SCALE (V): 1" = 4'
DESIGNED BY: S.M.
CHECKED BY: M.T.
APPROVED BY: S.M.
DATE: 3/25/24

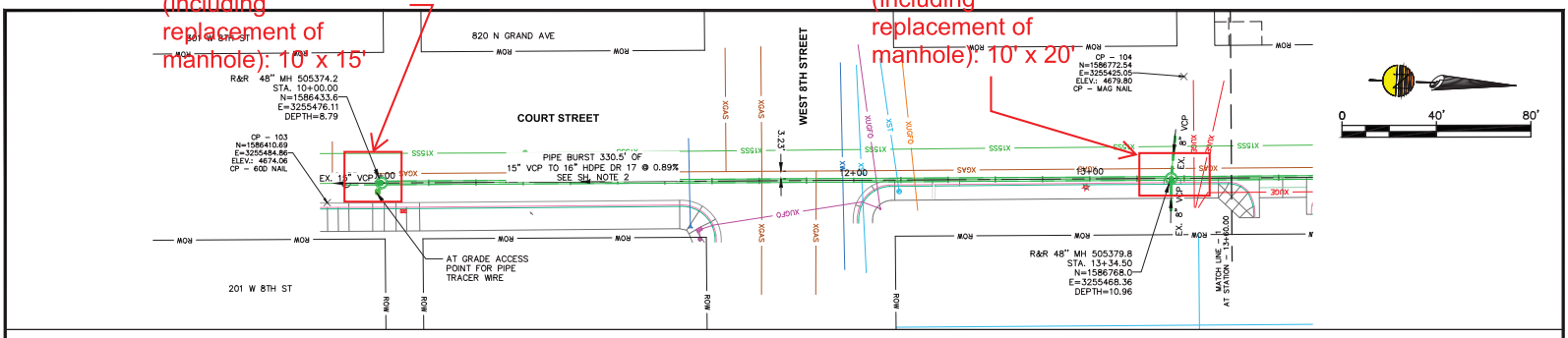
PROJECT #24-057 (WWAN01)
2024 COURT STREET SANITARY SEWER REHABILITATION PROJECT
SITE #1
W 4TH STREET AND COURT STREET

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Approx dimensions of pit - receving pit (including replacement of manhole): 10' x 15'

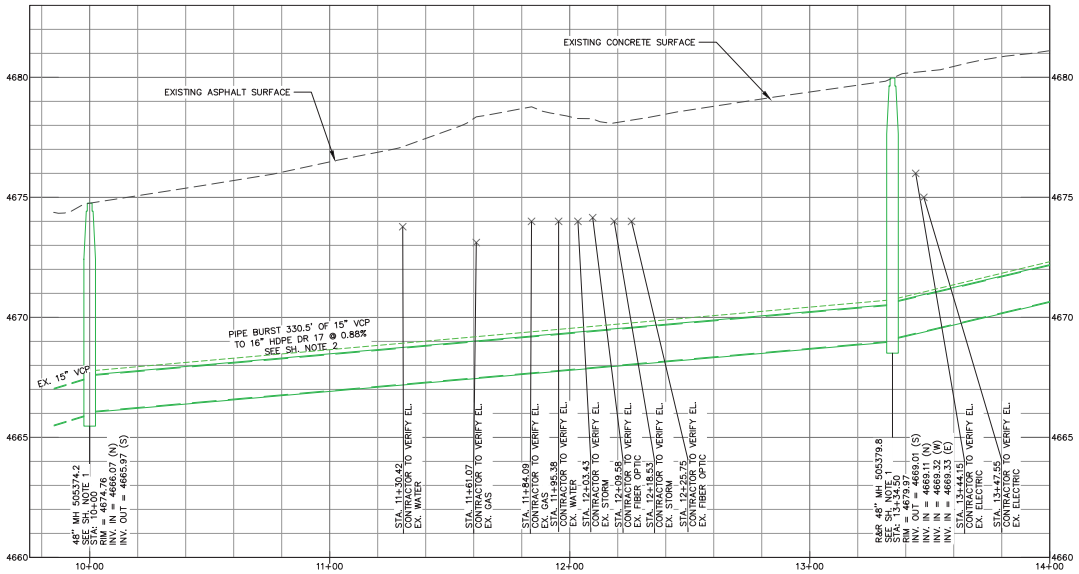
Approx dimensions of pit - launch for Shot 1/ receiving for Shot 2) (including replacement of manhole): 10' x 20'



SHEET NOTES:
1. MANHOLE INVERTS TO REMAIN AS EXISTING TO ACCOMMODATE PIPE BURSTING ACTIVITIES.
2. PAYMENT SHALL INCLUDE ALL ITEMS REQUIRED TO PIPE BURST THE PIPE SEGMENT SHOWN ON THE PLANS AND RESTORE TO ORIGINAL CONDITION, INCLUDING BUT NOT LIMITED TO EXCAVATION OF BORE PIT, HDPE PIPE, FUSING, FLOWFILL, ASPHALT, CURB AND GUTTER, SIDEWALK, ETC.

SUMMARY OF QUANTITIES

No.	Item Description	Qty.	Unit
	Bid #3 - W 8th ST AND COURT ST		
25	Pipe Burst 15" VCP	664	LF
26	Reinstate Sanitary Sewer Service	3	EA
27	Lateral Launch Service	2	EA
28	Remove and Replace 48" Manhole	3	EA
29	Install Tracer Wire	1	LS
30	Mobilization	1	LS
31	Bypass Pumping	1	LS
32	Traffic Control	1	LS



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" = 40'
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DESIGNED BY: S.M.
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DATE: 3/25/24

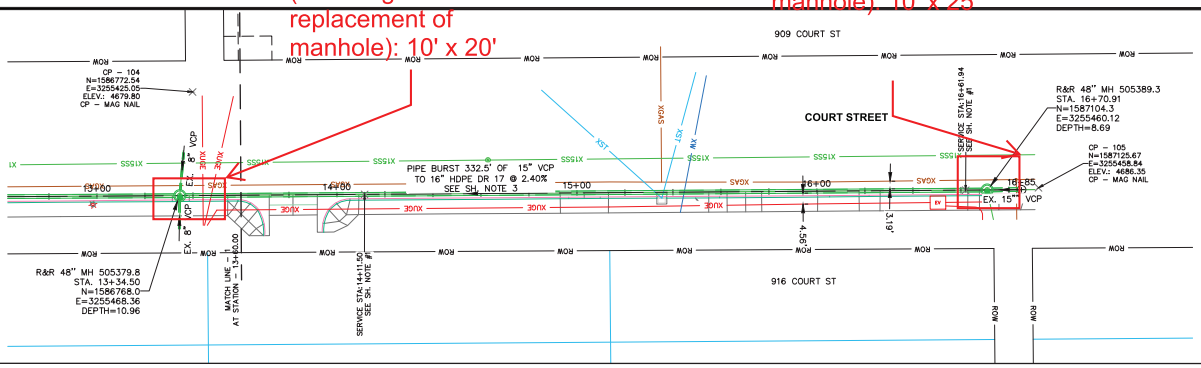
PROJECT #24-057 (WWAN01)
2024 COURT STREET SANITARY SEWER REHABILITATION PROJECT
SITE #3
W 8TH STREET AND COURT STREET

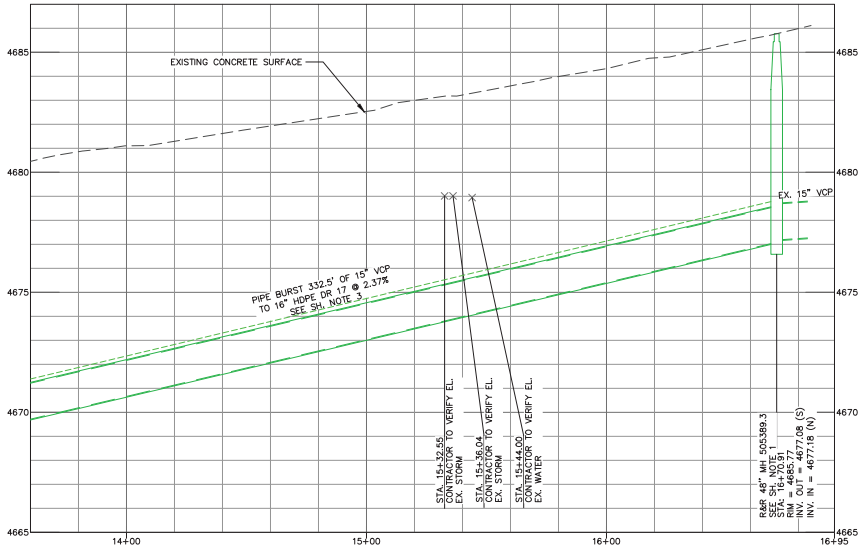
PAGE NO.
12 OF 16

DocuSign Envelope ID: 44D0B2F2-5361-4028-A64D-EA7D283243B1

Approx dimensions of pit - launch for Shot 1/ receiving for Shot 2) (including replacement of manhole): 10' x 20'

Approx dimensions of pit - launch (including replacement of manhole): 10' x 25'





SHEET NOTES:
1. MANHOLE INVERTS TO REMAIN AS EXISTING TO ACCOMMODATE PIPE BURSTING ACTIVITIES.
2. CONTRACTOR TO VERIFY ALL EXISTING SERVICE CONNECTIONS BY LATERAL LAUNCHING EACH SERVICE. ONLY SERVICES THAT ARE ACTIVE SHALL BE REINSTATED.
3. PAYMENT SHALL INCLUDE ALL ITEMS REQUIRED TO PIPE BURST THE PIPE SEGMENT SHOWN ON THE PLANS AND RESTORE TO ORIGINAL CONDITION, INCLUDING BUT NOT LIMITED TO EXCAVATION OF BORE PIT, HDPE PIPE, FUSING, FLOWFILL, ASPHALT, CURB AND GUTTER, SIDEWALK, ETC.

SUMMARY OF QUANTITIES

No.	Item Description	Qty.	Unit
	Site #3 - W 8th ST AND COURT ST		
25	Pipe Burst 15" VCP	964	LF
26	Reinstate Sanitary Sewer Service	2	EA
27	Lateral Launch Service	2	EA
28	Remove and Replace 48" Manhole	3	EA
29	Install Tracer Wire	1	LS
30	Mobilization	1	LS
31	Bypass Pumping	1	LS
32	Traffic Control	1	LS

COLORADO 811

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" = 40'
SCALE (V): 1" = 4'
DESIGNED BY: S.M.
CHECKED BY: M.T.
APPROVED BY: S.M.
DATE: 3/25/24

PROJECT #24-057 (WWAN01)
2024 COURT STREET SANITARY SEWER REHABILITATION PROJECT
SITE #3 cont.
W 8TH STREET AND COURT STREET

PAGE NO.
13 OF 16

DocuSign Envelope ID: 44D0B2F2-5361-4028-A64D-EA7D283243B1

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

ADDENDA REPORT

IFB No. 24-057 (WWAN01)

2024 Court Street Sanitary Sewer Rehabilitation Project

RESPONSE DEADLINE: April 24, 2024 at 10:00 am

Wednesday, April 24, 2024

Addenda Issued:

Addendum #1

Apr 18, 2024 11:41 AM

A. The following changes have been made:
    1. SPECIAL PROVISIONS
        a. 3.35 PLACE FLOW-FILL AND PAYMENT has been removed and the following items renumbered.
        b. 3.61 TRAFFIC CONTROL CONFIGURATIONS has been added.
    2. VENDOR SUBMISSIONS
        a. Item 4 - DETAILS AND PLANS FOR PIPE BURSTING has been added and the following items renumbered.
    3. PRICING TABLE
        a. Pricing Table has been revised.
    4. ATTACHMENTS
        a. Attachment C has been replaced in its entirety with updated plans.
        b. Attachment D - 24-057 Sewer Map Exhibit has been added.

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

Please use the following link to see changes.

Attachments:

· 24-057 Question & Answer Report

DocuSign Envelope ID: 44D0B2F2-5361-4028-A64D-EA7D283243B1

Addendum #2
Apr 22, 2024 9:21 AM
The following change has been made:

A. ATTACHMENTS

1. Attachment E - 24-057 Sewer Map Exhibit 2 has been added.

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

Addenda Acknowledgements:

Addendum #1

Proposal	Confirmed	Confirmed At	Confirmed By
Lucky Dog Contracting	X	Apr 22, 2024 3:58 PM	Luke Saxon
RGX	X	Apr 23, 2024 9:58 PM	Bailey Russ
Miller Pipeline, LLC	X	Apr 22, 2024 9:47 AM	Jimmy Stephens

Addendum #2

Proposal	Confirmed	Confirmed At	Confirmed By
Lucky Dog Contracting	X	Apr 22, 2024 3:58 PM	Luke Saxon
RGX	X	Apr 23, 2024 9:58 PM	Bailey Russ
Miller Pipeline, LLC	X	Apr 22, 2024 9:47 AM	Jimmy Stephens

DocuSign Envelope ID: 44D0B2F2-5361-4028-A64D-EA7D283243B1

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

QUESTION & ANSWER REPORT

IFB No. 24-057 (WWAN01)

2024 Court Street Sanitary Sewer Rehabilitation Project

RESPONSE DEADLINE: April 24, 2024 at 10:00 am

Thursday, April 18, 2024

Approved, Answers Provided

1. Pipe Bursting Only Rehabilitation Option

Apr 11, 2024 9:37 AM

Question: Is pipe bursting the only rehabilitation option for Site #1 and Site #3? Can the Site #1 and Site #3 be open cut or can cured-in-place pipe (CIPP) be installed?

Apr 11, 2024 9:37 AM

Answered by Sonia Mondragon: Only pipe bursting will be allowed for this project. Due to the existing storm appurtenances, landscaping, lighting and significant surface improvements, an open cut installation will not be allowed. CIPP will also not be allowed in lieu of pipe bursting. The pipe segments to be trenchlessly rehabilitated have too many severe offsets and deformities where CIPP lining would not be a desirable option.

Apr 18, 2024 10:41 AM

2. Sanitary Sewer Maps for Bypass Pumping Purposes

Apr 11, 2024 9:38 AM

Question: Can you provide maps of the collection system across 4th street for bypass pumping purposes?

Apr 11, 2024 9:38 AM

Answered by Deborah Rivera: Please see the file 24-057 Sewer Map Exhibit which will be included with Addendum No. 1.

Apr 18, 2024 10:41 AM

DocuSign Envelope ID: 44D0B2F2-5361-4028-A64D-EA7D283243B1

3. Pavement Striping

Apr 11, 2024 9:39 AM

Question: Will the contractor be responsible for replacing any pavement striping removed during the sanitary sewer rehabilitation?

Apr 11, 2024 9:39 AM

Answered by Sonia Mondragon: No, all striping will be restored at the time of the Public Works Court Street Overlay Project.

Apr 18, 2024 10:41 AM

4. Manholes (Epoxy Coated)

Apr 11, 2024 9:39 AM

Question: Will the manholes be epoxy coated in this project?

Apr 11, 2024 9:39 AM

Answered by Sonia Mondragon: No, manholes will not be epoxy coated in this project.

Apr 18, 2024 10:41 AM

5. Pipe Material for Pipe Bursting

Apr 11, 2024 9:47 AM

Question: Site #1 and #3 both have bursting on them. On the profile view on those sheets, the pipe is shown as PVC but Sheet Notes 2 on each sheet says the pipe is HDPE. Which is correct? If it is HDPE, what DR rating and diameter do we use as there is not an exact ID equivalent between SDR 35 and HDPE?

Apr 11, 2024 9:47 AM

Answered by Sonia Mondragon: Site #1 and Site #3 pipe material shall be HDPE 17. Site #1 pipe diameter shall be 20” and Site #3 pipe diameter shall be 16”.

Apr 18, 2024 10:41 AM

6. Pavement Impact Fees

Apr 15, 2024 9:50 AM

Question: Will pavement impact fees be assessed at the time of an excavation permit is obtained?

Apr 15, 2024 9:50 AM

Answered by Sonia Mondragon: No, the contractor will not need to pay pavement impact fees with an excavation permit.

Apr 18, 2024 10:41 AM

DocuSign Envelope ID: 44D0B2F2-5361-4028-A64D-EA7D283243B1

7. GeoTechnical Info

Apr 16, 2024 9:43 AM

Question: Is there a geotechnical report available. Need to know the potential for ground water and soil type information would be good to know as well.

Apr 16, 2024 9:43 AM

Answered by Sonia Mondragon: No geotechnical reports are available for this project.

Apr 18, 2024 10:41 AM

8. Bid Item Unit?

Apr 16, 2024 9:46 AM

Question: For bid item 27 " Remove and Replace 48" Manholes" the unit is CY. Assuming this should be an EA unit. Pleas clarify.

Apr 16, 2024 9:46 AM

Answered by Deborah Rivera: Yes, "Remove and Replace 48" Manhole" should be a EA unit. The pricing table and plan sheets will be revised with Addendum No. 1.

Apr 18, 2024 10:41 AM

9. Asphalt Thickness

Apr 16, 2024 9:50 AM

Question: Could the existing asphalt be given for all of the different sites. Need to know the expected thickness for patch back for particularly the Pipe bursting sites. This info is not given.

Apr 16, 2024 9:50 AM

Answered by Sonia Mondragon: No information is available for pavement thickness.

Apr 18, 2024 10:41 AM

10. Efluent Flows

Apr 16, 2024 9:51 AM

Question: Are daily flows available for each site, to confirm bypass needs

Apr 16, 2024 9:51 AM

Answered by Sonia Mondragon: Flows are not available for bypass purposes. The Contractor is responsible to pull manholes and determine bypassing requirements.

Apr 18, 2024 10:41 AM

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11. Traffic Control

Apr 16, 2024 9:54 AM

Question: Will court street be allowed to be closed to thru traffic.

Apr 16, 2024 9:54 AM

Answered by Deborah Rivera: Please see the Traffic Control Configurations item which will be added to the Special Provisions with Addendum No. 1.

Apr 18, 2024 10:41 AM

12. Bid Date

Apr 16, 2024 9:57 AM

Question: Would the city entertain moving the bid date 1 week

Apr 16, 2024 9:57 AM

Answered by Sonia Mondragon: No, due to the tight schedule for Public Works' overlay an extension for bidding will not be made.

Apr 18, 2024 10:41 AM

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PUBLIC IMPROVEMENT INVITATION FOR BID

24-057 (WWAN01)

2024 COURT STREET SANITARY SEWER REHABILITATION PROJECT

City of Pueblo

230 S. Mechanic St.

Pueblo, CO 81003

RELEASE DATE: April 3, 2024

DEADLINE FOR QUESTIONS: April 17, 2024, 5:00 pm

RESPONSE DEADLINE: April 24, 2024, 10:00 am

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

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

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City of Pueblo
PUBLIC IMPROVEMENT INVITATION FOR BID
2024 Court Street Sanitary Sewer Rehabilitation Project

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 - 2024 Court Street Sanitary Sewer Rehabilitation Project Plans Revised for Addendum No. 1

D - 24-057 Sewer Map Exhibit

E - 24-057 Sewer Map Exhibit 2

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1. ADVERTISEMENT FOR BIDS

(AS PUBLISHED)

TO WHOM IT MAY CONCERN:

The City of Pueblo will receive sealed bids up to the hour of 10:00 am (MT) on Wednesday, April 24, 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.: 24-057 (WWAN01)

BID NAME: 2024 Court Street Sanitary Sewer Rehabilitation Project

MANDATORY PRE-BID MEETING: Wednesday, April 10, 2024, at 2:30 pm (MT). Meeting will be held at the James R. DiIorio Water Reclamation Facility Engineering Conference Room, 1300 S. Queens Avenue, Pueblo, CO 81001. Bidders may attend in person or via Microsoft Teams.

In general, this project will consist of pipe bursting 987 LF and removing and replacing 599 LF of sanitary sewer main, reinstating services and removing and replacing the manholes associated with the sewer mains as well as surfaces improvements necessary to complete the project 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: Wednesday, April 3, 2024 in The Pueblo Chieftain Newspaper

DocuSign Envelope ID: 44D0B2F2-5361-4028-A64D-EA7D283243B1

2. INTRODUCTION

2.1. Summary

In general, this project will consist of pipe bursting 987 LF and removing and replacing 599 LF of sanitary sewer main, reinstating services and removing and replacing the manholes associated with the sewer mains as well as surfaces improvements necessary to complete the project as detailed in the plans and specifications for this project.

2.2. Contact Information

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

Department:
Wastewater

2.3. Timeline

Advertisement/Release Project Date	April 3, 2024
Pre-Bid Meeting (Mandatory)	April 10, 2024, 2:30pm In Person: James R. Dilorio Water Reclamation Facility Engineering Conference Room 1300 S. Queens Ave. Pueblo, CO 81001 Microsoft Teams: Meeting ID: 225 421 245 636 Passcode: jePyrS
Question Submission Deadline	April 17, 2024, 5:00pm
Bid Opening	April 24, 2024, 10:00am

DocuSign Envelope ID: 44D0B2F2-5361-4028-A64D-EA7D283243B1

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. 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.

3.5. INCONSISTENCIES

Any inquiries regarding seeming inconsistencies between the Plans and Specifications for this project must be made by Wednesday, April 17, 2024 at 5:00 pm (MT).

3.6. 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.

3.7. PERA LIABILITY

Contractor shall reimburse the City for the full amount of any employer contribution required to be paid by the City of Pueblo to the Public Employees' Retirement Association ("PERA") for salary or other compensation paid to a PERA retiree performing contracted services for the City under this Agreement.

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

3.8. 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.

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3.9. 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.

3.10. 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.

- Traffic Control plan(s) for review by the City.
- American Traffic Safety Services Association or Colorado Contractors Association certificate for traffic control supervisor
- Safety Data Sheets for all materials used for the work outlined in this contract.
- All Manufacturer data on material used i.e. properties, preparation, storage, installation/application & curing.
- A certified statement from the manufacturer that the contractor/installer is trained and approved in the handling, mixing and application of the products for use.
- Bypass Pumping plan(s) for review by the City.
- Stormwater Management Plan
- Asphalt and Concrete mix designs
- Project Schedule.
- Proof of Prepayment for City Sales and Use Tax, if applicable.

3.11. 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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3.12. 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.

3.13. 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.

3.14. 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.

3.15. 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.

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3.16. 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.

3.17. 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.

3.18. 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.

3.19. COORDINATION OF CONSTRUCTION ACTIVITIES

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

3.20. 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.

3.21. 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.

3.22. CONSTRUCTION STAKING

Contractor may request construction staking by the City for all curb and gutter and crosspan replacement. Contractor shall notify the City 48 hours in advance for staking. Contractor shall protect all stakes from damage during construction and shall be responsible for the cost of replacing any stakes that are damaged. The City shall replace stakes at a cost of $50.00 per stake which may be deducted from the final payment to Contractor.

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3.23. HOURS OF WORK

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

3.24. MOBILIZATION

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

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

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

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

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

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

3.25. 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.

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.

3.26. TRAFFIC CONTROL SUPERVISOR

The Traffic Control Supervisor shall be certified as a Worksite Traffic Supervisor by the American Traffic Safety Services Association (ATSSA) or Colorado Contractors Association (CCA). A copy of the Traffic

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Control Supervisor's Certification shall be provided to the Project Manager at the project pre construction conference

3.27. TRAFFIC CONTROL DEVICES – SIGNS

Contractor shall be responsible for all permanent traffic control devices (signs) within the construction area. If permanent devices conflict with construction activities, Contractor shall be responsible for placement of temporary traffic control devices and the removal/reinstallation of permanent devices.

All work shall be in accordance with the Manual of Uniform Traffic Control Devices. All regulatory signs (Stop, Yield, One Way, Do Not Enter, etc.) shall be maintained in either a temporary or permanent manner. Temporary devices shall be in place prior to the removal of permanent devices. Contractor shall be held fully responsible for any claims resulting from negligence in failing to act or maintain any traffic control device.

Contractor shall be responsible for maintaining the condition of any sign that is temporarily removed. Should there be any damage to devices (signs, poles, bases, and hardware) Contractor shall be financially responsible to the City for replacement of said devices.

Contractor shall contact Traffic Maintenance at (719) 553-2300 for approval of the specific location in which the devices are to be reinstalled. Contractor shall obtain underground utility locates prior to reinstalling devices.

The Traffic Engineer or designee will evaluate existing signage for replacement with new materials. If required, the City will provide all replacement materials to the Contractor prior to reinstallation. Where new devices are required per the construction drawings all signs, posts, bases, and hardware shall be supplied by the City. Contractor shall contact the Traffic Engineer at (719) 553-2722 to order signs providing the City at least two-week notification to obtain the necessary material.

3.28. PRESERVATION OF HISTORIC STREET NAME CURB STAMPS

Older areas within the City may have street names stamped into the top of the concrete curb at street intersections where new curb ramps are to be constructed. Contractor shall preserve the portion of concrete curb with the historic street name and reinstall it behind the new curb and gutter.

Prior to any demolition, the Contractor shall verify if any street names are stamped in the existing curb head. If any street names exist the Contractor shall notify the Construction Inspector for documentation of the curb stamp and condition. If the condition of the existing concrete curb allows, the Contractor shall neatly saw cut the portion of curb containing the street name as needed to remove the portion intact. The Contractor shall reinstall the portion of curb with the street name directly behind the new curb and gutter adjacent to the new curb ramp.

3.29. PROTECTION OF CONCRETE FROM TRAFFIC AND VANDALISM

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

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3.30. ASPHALT AND CONCRETE REMOVAL

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

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

3.31. CURB AND GUTTER CONSTRUCTION AND PAYMENT

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

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

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

3.32. TACTILE BAND FOR CURB RAMPS

The base of the curb ramp area only shall include a Tactile Band. The Tactile Band shall be cast iron castings containing truncated domes. Castings shall meet the requirements of Americans with Disabilities Act Accessibility Guidelines (ADAAG) for Accessible Public Rights-of-Way. Castings shall be cast-in-place truncated dome tactile system, Neenah R-4984, East Jordan Iron Works 7005, or approved equal at the sizes shown on the plans. Radial castings shall be East Jordan Iron Works 7006-20 (20’ radius), 7006-25 (25’ radius), 7006-30 (30’ radius) or approved equal, placed as shown on the plans. All work associated with this item shall be paid for under the “Remove and Replace Curb Ramp” bid item.

3.33. 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.

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4. Site sediment containment BMPs.
5. Downstream secondary defense BMPs, if applicable.
6. Any additional BMPs required due to site specific conditions.

B. Prior to any construction, including site grading and excavation, an approved Erosion and Sediment Control Plan shall be posted on site and all required BMPs installed.

C. Contractor shall maintain and update the Erosion and Sediment Control Plan as construction dictates. The current and correct plan shall remain on-site and be readily accessible to the City Stormwater Inspector at all times.

D. Contractor or the Contractor's representative shall, at a minimum, inspect the site every two (2) weeks and within twenty-four (24) hours of any precipitation or snowmelt event that causes surface erosion. (i.e., that results in stormwater running across the ground).

E. Contractor shall be responsible for maintaining all required BMPs to prevent erosion and sediment from leaving the construction site.

F. Failure to comply with the requirements to prevent illicit discharges from the construction site is unlawful and a municipal offense which may result in the issuance of a summons and complaint to the Pueblo Municipal Court. Persons who are convicted of violating any provision of the Pueblo Municipal Code are subject to fines of up to one thousand dollars ($1,000) and/or one (1) year imprisonment for each day the violation continues.

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

3.34. 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

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- 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
- CDOT Special Use Permit
  - Permitting Agency: Colorado Department of Transportation
  - Responsibility to Obtain: Contractor

3.35. 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 14 – Excavation Within Public Right of Way, Section 14.3.10, Hot Bituminous Pavement or Concrete Unavailable or Inclement Weather on Completion of Backfill and Section 14.3.11, Replacement of Temporary Asphalt Surface.

3.36. REINSTATE SERVICE

The “reinstate services” pay item shall include locating and reconnecting all lateral service lines to the sanitary sewer main. When reinstating a service via an open trench, the Contractor shall use a a hard tie polyvinyl chloride (PVC) fitting when reinstating an existing PVC service. All other services shall be

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reinstated using a Fernco Strong Back RC Series Repair Coupling or an approved equal shielded coupler to connect the existing to the new service pipe.

The sanitary sewer service line locations shown on the plans are based on City records and television and may not include all service lines. The Contractor shall be responsible for all costs incurred for a service line tap not properly located, to include but not limited to excavation and restoration of the missed service.

Payment for this item shall be paid by the lump sum for each tap which is located and reinstated as found and accepted in the field.

3.37. 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 includes 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. The only exception is during a service line reconnection. There must be a hard tie from the rehabilitated pipe to the existing pipe during non-working hours.

The Contractor shall be responsible to obtain existing flows in all mains that will be affected by bypass 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.

3.38. CALCIUM ALUMINATE COATING

All surfaces that show exposed structural steel, spalling greater than 3/4” deep, cracks greater than 3/8” wide or infiltration of groundwater shall be patched using calcium aluminate. The Engineer will determine what manholes require patching after cleaning. Remove any sharp edges or rough sections that would snag hose or power lines. The surface shall be smooth and free of any deformities. Any and all costs associated with preparing the surface for calcium aluminate patching shall be included in the line item for calcium aluminate coating.

Calcium aluminate patching shall conform to the following performance testing:

- Compressive Strength, 28-day
    - Method: ASTM C109

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  - Results: 9,000 psi
- Flexural Strength, 28-day
  - Method: ASTM C293
  - Results: 1,000 psi
- Bond Strength, 28-day
  - Method: ASTM C882
  - Results: 2,000 psi
- Freeze-Thaw Durability
  - Method: ASTM C666
  - Results: No visible damage after 300 cycles
- Shrinkage at 95% Humidity, 28-day
  - Method: ASTM C596
  - Results: 0%
- Sulfide Resistance
  - Method: ASTM C267
  - Results: No attack

Testing will be performed on an as needed basis at the discretion of the Engineer.

If manhole patching exceeds 3/4" thick, additional patching may be paid under the **"Additional Calcium Aluminate Coating"** line item. The Contractor is responsible to inspect the manhole prior to bidding to determine the severity of deterioration. The Engineer must provide written authorization before additional manhole patching begins. Any additional patching performed that is not approved by the Engineer, will not be paid for by the City.

Payment for this item shall be by the vertical foot calcium aluminate coating which is placed, tested and accepted as measured in the field. Measurement shall be from the invert of the manhole to the top rim of the manhole.

3.39. EPOXY COATING

The interior surface of the manholes will be coated with 100% solid, self-priming, ultra-high build epoxy applied to a minimum thickness of 125 mils with an airless spray gun applicator. To insure a 125 mils thickness, a wet film thickness gage shall be used to verify thickness during the application process. A micro-gauge may be used after application to ensure no shrinkage has occurred after the curing process. The contractor may have an ultrasound on hand to show thickness is being met. Apply epoxy coating in accordance with manufacturer's instructions. The epoxy coating shall completely cover all manhole

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walls and bases including inverts to ensure a seal from outside water sources. The finished surface on all components of the manhole will be smooth and free of sags, ridges, skips, voids, and pinholes. Epoxy coating shall conform to the following performance testing.

- Flexural Strength
  - Method: ASTM d790
  - Results: 13,000 psi
- Compressive Strength
  - Method: ASTM D695
  - Results: 18,000 psi
- Tensile Strength
  - Method: ASTM D638
  - Results: 7,600 psi
- Tensile Ultimate Elongation
  - Method: ASTM D638
  - Results: 1.5%
- Hardness, Shore D
  - Method: ASTM D2240
  - Results: 85-89
- Taber Abrasion, CS17 Wheel
  - Method: ASTM D4060, 1000g load/1000 cycles
  - Results: <112mg loss
- Adhesion
  - Method: ASTM D4541, Concrete
  - Results: Substrate Failure (>250 psi)

A manhole coating form must be submitted for each manhole. The form must be submitted at the Pre-Construction Conference for approval. The Contractor may elect to use a form provided by the City of Pueblo. All surface preparation and coating application processes shall be documented on a submitted and approved Coating Inspection Report by the contractor. This report shall be submitted to the engineer on a weekly basis or as directed by the owner for review of application process. The coating inspection report shall document all inspection activities performed including but not limited to, project

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identification, atmospheric conditions at time of surface prep and coating application, coating material, coating batch numbers, coating temperature requirements, pump pressures, etc.

3.40. EPOXY COATING TESTING

After the epoxy coating has set it shall be inspected and tested per NACE SP0188 and ASTM D4787 specifications.

Holiday Testing:

Every manhole shall be tested using a high voltage holiday detection equipment (spark tester). An induced holiday shall be made into the coated concrete surface and shall serve to determine the minimum/maximum voltage to be used to test the coating for holidays at that particular area. The spark tester shall be initially set per manufacturer's specification but may be increased per ASTM D4787 specification to the number of mils being applied, if it is insufficient to detect the induced holiday. All detected holiday shall be marked and repaired per the manufacture's recommendations.

The Contractor shall submit test results to the Engineer no later than 1 week after testing the epoxy coating. Approved test results shall be submitted in a memo, drafted by the Contractor to include test results, date tested, location of test and shall be signed by the inspector.

A failed manhole will have 2 or more sparks in a single vertical foot. Any pinholes, thin areas, or any other imperfections identified by the holiday test will require a repair per manufacturer's specifications.

Adhesion Testing:

The Contractor shall conduct adhesion testing in accordance with ASTM D4541 and D7234. Three-20mm dollies will be placed on bottom, middle and top of manhole. Prepare dollies with a 3,500-psi strength 24 -hour adhesive and score around the dolly for the testing process. If results fail to meet results in the table found in Section 2.39, the test will be considered failed. If two out of three tests fail, additional tests will be performed. Testing will include 25% of the manholes in the Project picked at random. During the testing, if more than 50% of manholes fail of those initially tested, ALL manholes in the Project will be subject to testing. If subsequent tests fail all manholes could be considered unacceptable and will be subject to removal and reapplication of epoxy. The Contractor shall repair all test sites after adhesion tests have been performed. **No additional cost to the project will be paid to perform all adhesion tests and epoxy coating patch due to testing.**

3.41. REBUILD MANHOLE BENCH AND TROUGH WITH FAST-SETTING CEMENTITIOUS MATERIAL

The Contractor shall rebuild manhole troughs and bases wherever noted in the plans with a cementitious material that can be epoxy coated. Rehab shall include manhole bases and inverts. The manhole inverts shall have a smooth transition to ensure an unobstructed flow. The contractor shall remove any sharp edges or rough sections that tend to obstruct flow. The surface shall be smooth and free of any deformities. The contractor shall repair inverts and benches with visible damage and where inflow and infiltration are present and form a watertight seal with manhole walls, base and pipe. Fast-Setting cementitious material shall conform to the following performance testing:

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- Compressive Strength, 28-day
  - Method: ASTM C109
  - Results: 9,000 psi
- Flexural Strength, 28-day
  - Method: ASTM C293
  - Results: 1,000 psi
- Bond Strength, 28-day
  - Method: ASTM C882
  - Results: 2,000 psi
- Freeze-Thaw Durability
  - Method: ASTM C666
  - Results: No visible damage after 300 cycles
- Shrinkage at 95% Humidity, 28-day
  - Method: ASTM C596
  - Results: 0%
- Sulfide Resistance
  - Method: ASTM C267
  - Results: No attack

Testing of this area will be performed on an as needed basis at the discretion of the Engineer and Inspector. The Contractor is responsible to inspect the manhole prior to bidding to determine the severity of deterioration. Any additional patching of rehabilitated areas must have written authorization by the Engineer before any such work begins. Any approved patch work will be paid as a change order and numbers used during original bid process will be used for payment.

Payment for this item shall be paid per each for each manhole bench and trough which is located and repaired as found and accepted in the field under the “Rebuild Manhole Bench and Trough with Fast-Setting Cementitious Material” line item.

3.42. CONCRETE MANHOLES

Unless otherwise specified on the plans, or approved by the Engineer, manholes shall be constructed of precast concrete barrels and cones with cast in place concrete bases. Bases may be precast if placed on six inches (6") of compacted gravel bedding extending a minimum of twelve inches (12”) around the base or the width of the excavation-whichever is greater. In the event severe groundwater conditions are encountered, the thickness of the gravel bedding below the manhole base shall be increased to

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twelve inches (12”). Alternate construction methods may be required as approved by the Engineer on a case-by-case basis. The concrete channel and bench within precast bases shall be poured on site after the sewer pipe is set to grade. Where possible, manhole channel shall be sewer pipe with the upper portion removed. Precast concrete barrels and cones shall conform to ASTM C478 Standard Specifications except that the wall thickness may be either wall A or wall B as described in ASTM C76 Standard Specifications. Provide eccentric cones for all manholes greater than six feet (6') deep, and flat lids for manholes six feet (6') deep or less as shown on the drawings. Manholes shall conform to the Standard Details shown on the plans. Concrete used in the construction of all sanitary sewer structures shall conform to those portions of ARTICLE 4 CONCRETE, which are applicable.

All joints in the manhole barrel, cone, grade adjustment rings, and flat top sections shall be sealed with a preformed flexible plastic sealing compound conforming to Federal Specification SS S 00210 (GSA FS6). All joint surfaces shall be cleaned prior to applying the sealant. The outside of the manhole joints shall be wrapped with a butyl adhesive tape sealant that conforms to Federal Specification SS-S-00210 (GSA-FS6). The eccentric cone section shall be situated so that the slope of the cone section is pointing toward the downstream direction.

All pipe penetrations in cast in place concrete bases shall utilize two strips of the above mentioned preformed flexible plastic sealing compound, placed around the pipe, as a water stop. All pipe penetrations in precast concrete bases shall be provided with a resilient rubber connector in conformance with ASTM C923. When connection to an existing manhole is allowed a water stop and non-shrink grout shall be used at all pipe penetrations.

3.43. PAVEMENT IMPACT FEES

Asphalt patches will be subject to Pavement Impact Fees regardless of the age of the pavement. This Pavement Impact Fee must be figured into the lineal foot (LF) cost of the asphalt patch. Cost of such fees can be found in the City of Pueblo Ordinance 12-6-4.1.

3.44. RING AND LID SALVAGE

Contractor shall salvage rings and covers removed from existing manholes. Rings and covers shall become the property of the City.

3.45. SANITARY SEWER CLEANING

The Contractor shall be liable for keeping sewers and manholes clean of bedding, backfill material, asphalt, etc., during construction. If cleaning of the sewer lines and manholes are needed, the Contractor shall clean them at his own expense. **If cleaning is done by City forces there will be a charge of $550.00 per hour.** Cleaning costs incurred will be deducted from the amount of the Contractor’s final payment.

3.46. ALLEY ROTOMILL

Aggregate base to replace the gravel lost during excavation on gravel surfaced streets or alleys and shall be paid for by the number of tons delivered and placed in accordance with the plans and specifications

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and accepted by the Engineer. Individual weigh tickets for each truckload from state certified scales shall be furnish to the inspector signed by the driver and include the following information:

- Date
- Time Dispatched
- Gross Weight
- Tare Weight
- Net Weight
- Project
- Destination
- Truck No.
- Material Type
- State allowable Gross Vehicle Weight (GVW)

Material delivered in trucks that exceed the rated GVW will be used but the excess over GVW will not be paid for. Any material delivered to the site without a weight ticket will not be paid for.

3.47. JOINTING PIPE

In addition to section 12.3.12 Jointing Pipe (c), when joining pipes via a coupler, a Fernco Strongback RC Series repair coupling, or an approved equal shielded coupler shall be used to connect the existing to the new pipe.

3.48. REMOVE AND REPLACE GALVANIZED WATER SERVICE

The Remove and Replace item shall include all costs associated with removing existing manhole and replacing proposed manhole. This shall include ring and cover casting, adjustment sections, precast sections, 5'section of PVC pipe replaced on each invert, and all items incidental to complete the manhole install in accordance with the City of Pueblo Standard Construction Specifications and Standard Details adopted April 11, 2022, and as most recently amended.

3.49. AS BUILT PLANS

The Contractor will be responsible to submit an As Built set of plans indicating the station location of the reinstated services. The As Built plans shall be submitted with the invoice for payment.

The cost to provide the As Built plans shall be incidental to the cost of the project, no additional payments will be made.

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3.50. PIPE BURSTING

The Contractor shall submit detailed plans and specifications to pipe burst at the locations shown on the plans with their bid at the time of submittal.

The City of Pueblo has provided television inspection videos and reports of the existing mains to be rehabilitated trenchlessly. The provided TVIs and reports can be accessed by clicking the following link 24-057 Court Sanitary Sewer Rehabilitation Project.

A television inspection will be completed after pipe bursting activities. The Contractor will be responsible for digging up and repairing any sags with a water level difference greater than 30% from the original water level that is observed by the post television inspection.

Payment for this item shall be paid as a linear foot for each for each bore segment performed and accepted in the field under the "Pipe Burst" line item. Payment shall include all items required to pipe burst the pipe segment shown on the plans and restore to original condition, including but not limited to excavation of bore pit, HDPE pipe, fusing, flowfill, asphalt, curb and gutter, sidewalk, repairs due to sags, etc.

3.51. REMOVE AND REPLACE MANHOLE(S)

The Remove and Replace Manhole item shall include all costs associated with removing existing manhole and replacing proposed manhole. This shall include ring and cover casting, adjustment sections, precast sections, 5' section of PVC pipe replaced on each invert, and all items incidental to complete the manhole install in accordance with the City of Pueblo Standard Construction Specifications and Standard Details adopted April 11, 2022, or the most recently amended.

3.52. LATERAL LAUNCH SERVICES

The Contractor shall lateral launch all services in the mains to be trenchlessly rehabilitated prior to pipe bursting activities to verify if active and submit a report of findings to the Wastewater Department.

Payment for this item shall be paid as per each for each service launched in the field under the "Lateral Launch Service" line item. Payment shall include all items required to lateral launch services.

3.53. INSTALL ECCENTRIC REDUCER

Eccentric reducers shall be installed where called out for future upsized pipes. Site #1 (W 4TH Street and Court Street) and Site #2 (W 6th Street and Court Street) will require an 8"x6" eccentric reducer be stubbed out at MH 505265.7 and MH 505271.2, respectively for future upsizing of the upstream pipe segment. All costs related to the eccentric reducer shall be incidental to the cost of the pipe for Site #1 and #2.

3.54. TRACER WIRE

The placement of tracer wire shall include all cost associated with installing the tracer wire. This shall include the tracer wire, grounding wire, at grade access boxes, lugs or connecters, grounding anoids, and tape or plastic ties to attach tracer wire to the main in accordance with the City of Pueblo Standard Construction Specifications and Standard Details adopted April 11, 2022, or the most recently amended.

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

3.55. REMOVE MANHOLE

The Contractor shall remove existing manholes which are called out on the plans, remove covers and place asphalt patch or existing surface cover. Manhole ring and cover shall become the property of the City and handed over to the City's Wastewater personnel.

Payment for this item shall be under the "Remove and Replace Manhole" line item per each removed manhole called out on the plan and located in the field.

3.56. JOINTING PIPE

In addition to Section 11.3.11 Pipe Laying, Jointing Pipe (c) of Standard Construction Specifications and Standard Details for Pueblo, Colorado, when joining pipes via a coupler, a Fernco Strongback RC Series repair coupling, or an approved equal shielded coupler shall be used to connect the existing to the new pipe.

3.57. COORDINATE WORK WITH PROPERTY OWNERS

The Contractor must contact property owners of 601, 625 and 635 Court Street on Site #2 (W 6th Street and Court Street) in advance to coordinate construction activities required to rehabilitate the sanitary sewer mains. The 10-inch main to be rehabilitated in Site #2 is located in a vacated alley. Book 1813 Page 535 in the Pueblo County Clerk and Recorder's Office reserves the right of ingress and egress to the City of Pueblo for the construction and maintenance of public utilities, sewer lines, water lines and other necessary municipal services.

3.58. 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 in accordance with the City of Pueblo Standard Construction Specifications and Standard Details adopted April 11, 2022, or the most recently amended and in the road of Colorado Department of Transportation'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 or end of length in street in the Colorado Department of Transportation's (CDOT) Right-of-Way. Delivery tickets with site location must be submitted with invoice for payment of flow-fill.

Flow-fill placed in CDOT's Right-of-Way shall conform to Section 206 of CDOT's Standard Specification Provision.

3.59. POTHOLING UTILITIES

The Contractor shall pothole all crossing utilities of the proposed 8" main of Site #4 (W 13th Street and Court St) prior to any construction activities. Payment for this item shall be incidental to the project and no extra payment will be made for this work.

3.60. EXPOSING EXISTING 15" VCP ON 10TH AND COURT

The Field Engineer must be onsite while the existing 15-inch sanitary sewer is being exposed. If the Field Engineer is not onsite and the existing 15-inch sanitary sewer main is damaged, it will be assumed that

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the damaged was caused by excavation activities of the point repair. The cost to repair the existing 15-inch sanitary sewer main will then be incidental to the point repair and no other payments will be made to the Contractor.

3.61. TRAFFIC CONTROL CONFIGURATIONS

The following traffic control configurations will be allowed:

Site 1:

Two travel lanes must remain open at all times.

Site 2:

Two travel lanes must remain open for the majority of the work performed in Court. Traffic control may constrict to one lane of travel while connecting the west pipe segment to the new manhole.

Site 3:

Two travel lanes must remain open at all times.

Site 4:

One travel lane must remain open at all times.

Site 5:

The northmost travel lane in 5th St must remain open. The westmost lane in Court St must remain open.

Site 6:

One travel lane must remain open at all times when performing the point repair at STA 29+01 to STA 28+78. A detour will be allowed (if necessary) on W 10th St while performing the point repair at STA 25+47 to STA 25+37. It is preferable to keep one lane open in each direction on W 10th and may be accomplished if the parking lane on the south side of the street is closed.

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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. DETAILS AND PLANS FOR PIPE BURSTING*

Upload details and plans for pipe bursting.

*Response required

6.5. ACKNOWLEDGEMENTS

*6.5.1. 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.

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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

*Response required

*6.5.2. 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

*6.5.3. 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

*6.5.4. 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.

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Please confirm you acknowledge the above statements:

☐ Please confirm

*Response required

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

*6.6.1. 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

*6.6.2. 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

*6.6.3. 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

*6.6.4. 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

*6.6.5. 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

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☐ No

*Response required

*6.6.6. Unqualified**

Unqualified or financially unable to timely perform the work?

☐ Yes
☐ No

*Response required

*6.6.7. Unlicensed **

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

☐ Yes
☐ No

*Response required

*6.6.8. 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

*6.6.9. Confirmation **

By acknowledging and confirming below Bidder affirms that all answers to the above questions are true and binding. If the City finds verifiable information from another source that conflicts with the responses provided, Bidder's submittal will be rejected.

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

☐ Please confirm

*Response required

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7. PRICING TABLE

BASE BID

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
BASE BID **Site #1 - W 4th ST AND COURT ST**					
1	Pipe Burst 18" VCP	323	LF		
2	Reinstate Sanitary Sewer Service	3	EA		
3	Reinstate Sanitary Sewer Service - 4th Street Intersection	2	EA		
4	Lateral Launch Service	5	EA		
5	Remove and Replace 60" Manhole	2	EA		
6	Install Tracer Wire	1	LS		
7	Mobilization	1	LS		
8	Bypass Pumping	1	LS		
9	Traffic Control	1	LS		
Site #2 - W 6th ST AND COURT ST					
10	Remove and Replace 6" VCP To 8" PVC	169	LF		
11	Remove and Replace 10" VCP To 10" PVC	234	LF		
12	Reinstate Sanitary Sewer Service	20	EA		
13	Lateral Launch Service	20	EA		
14	Remove and Replace 48" Manhole	3	EA		
15	Remove and Replace 7" Reinforced Concrete	900	SF		

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Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
16	Remove and Replace Curb and Gutter	50	LF		
17	Place 6" Concrete	1,690	SF		
18	Place Asphalt Patch (Various Depths)	73	TN		
19	Place 6" Base Course	200	TN		
20	Place 2' Flowfill	10	CY		
21	Install Tracer Wire	1	LS		
22	Mobilization	1	LS		
23	Bypass Pumping	1	LS		
24	Traffic Control	1	LS		
Site #3 - W 8th ST AND COURT ST					
25	Pipe Burst 15" VCP	664	LF		
26	Reinstate Sanitary Sewer Service	2	EA		
27	Lateral Launch Service	2	EA		
28	Remove and Replace 48" Manhole	3	EA		
29	Install Tracer Wire	1	LS		
30	Mobilization	1	LS		
31	Bypass Pumping	1	LS		
32	Traffic Control	1	LS		
Site #4 - W 13th ST AND COURT ST					
33	Remove and Replace 6" VCP To 8" PVC	88	LF		
34	Reinstate Sanitary Sewer Service	1	EA		

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Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
35	Lateral Launch Service	1	EA		
36	Remove and Replace 48" Manhole	2	EA		
37	Remove and Replace 7" Reinforced Concrete	900	SF		
38	Remove and Replace Curb and Gutter	50	LF		
39	Place 6" Asphalt Patch	50	LF		
40	Place 2' Flowfill	15	CY		
41	Install Tracer Wire	1	LS		
42	Mobilization	1	LS		
43	Bypass Pumping	1	LS		
44	Traffic Control	1	LS		
Site #5 - W 5th ST AND COURT ST - POINT REPAIRS					
45	Remove and Replace 15" VCP To 15" PVC	55	LF		
46	Reinstate Sanitary Sewer Service	1	EA		
47	Place 6" Asphalt Patch	55	LF		
48	Place 2' Flowfill	17	CY		
49	Mobilization	1	LS		
50	Bypass Pumping	1	LS		
51	Traffic Control	1	LS		
Site #6 - W 10th ST AND COURT STREET - POINT REPAIRS					
52	Remove and Replace 12" VCP To 12" PVC	53	LF		

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Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
53	Place 6" Asphalt Patch	58	LF		
54	Place 2' Flowfill	15	CY		
55	Remove and Replace 4" Concrete	120	SF		
56	Remove and Replace Curb and Gutter	43	LF		
57	Remove and Replace Curb Ramp	1	EA		
58	Mobilization	1	LS		
59	Bypass Pumping	1	LS		
60	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

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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: 44D0B2F2-5361-4028-A64D-EA7D283243B1

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.

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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: 44D0B2F2-5361-4028-A64D-EA7D283243B1

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: 44D0B2F2-5361-4028-A64D-EA7D283243B1

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: 44D0B2F2-5361-4028-A64D-EA7D283243B1

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.

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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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2024 COURT STREET SANITARY SEWER REHABILITATION PROJECT

CITY OF PUEBLO, COLORADO

PROJECT NO. 24-057 (WWAN01)

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UTILITY CONTACTS:

DOMESTIC WATER: PUEBLO BOARD OF WATER WORKS
SCOTT BURBIDGE, P.E.
sburbidge@pueblowater.org
719–584–0478

ELECTRICITY: BLACK HILLS CORPORATION
CHRISTOPHER SELZTER
christopher.seltzer@blackhillscorp.com
719–568–8809

FIBER OPTIC: CDOT
ADAM LANCASTER, P.E.
adam.lancaster@state.co.us
719–562–5540

CABLE: COMCAST
JASON JACOBSEN
jason_jacobsen@comcast.com
719–442–4730

TELEPHONE: QWEST/CENTURY
TONY HASENACK
Anthony.Hasenack@lumen.com
719–955–2224

GAS: XCEL ENERGY
TODD NEWITT
todd.g.newitt9@xcelenergy.com
719–549–3633

SANITARY: CITY OF PUEBLO
SONIA MONDRAGON, P.E.
smondragon@pueblo.us
719–553–2890

STORMWATER: CITY OF PUEBLO STORMWATER UTILITY
JEFF HAWKINS, P.E.
jhawkins@pueblo.us
719–553–2256

TRAFFIC COMMUNICATION: CITY OF PUEBLO TRAFFIC
MELANIE TURNER, P.E.
trafficDOT@pueblo.us
719–553–2300



VICINITY MAP
1" = 1500'

LEGEND

(76.69)	EXISTING ELEVATION
76.69	PROPOSED ELEVATION
	PROPOSED SANITARY MANHOLE
	EXISTING SANITARY SERVICE
SS	EXISTING SANITARY MANHOLE
ST	EXISTING STORM MANHOLE
	EXISTING POWER POLE
	EXISTING LIGHT POLE
	EXISTING WATER VALVE
	FIRE HYDRANT
W	WATER METER
	SIGN
	CONTROL POINT
T	TELEPHONE BOX
ROW	ROW (RIGHT OF WAY)
	EXISTING CURB FLOWLINE
	EXISTING TOP BACK OF CURB
	EXISTING CONCRETE
	EXISTING ASPHALT
	EXISTING FENCE CHAIN LINK
XSS	EXISTING SANITARY SEWER MAIN
XST	EXISTING STORM MAIN
XGAS	EXISTING GAS LINE
XW	EXISTING WATER MAIN
	LOT LINES
	TRACER WIRE
XUGFO	EXISTING FIBER OPTIC LINE
XUGFO	EXISTING FIBER OPTIC LINE
XUGE	EXISTING ELECTRIC LINE

PROJECT DESCRIPTION

IN GENERAL, THIS PROJECT WILL CONSIST OF PIPE BURSTING 987 LF AND REMOVING AND REPLACING 599 LF OF SANITARY SEWER MAIN, REINSTATING SERVICES AND REMOVING AND REPLACING THE MANHOLES ASSOCIATED WITH THE SEWER MAINS. AS WELL AS SURFACES IMPROVEMENTS NECESSARY TO COMPLETE THE PROJECT RELATED TO THE CONSTRUCTION AS DETAILED IN THE PLANS AND SPECIFICATIONS FOR THIS PROJECT.

ABBREVIATIONS

CDOT	COLORADO DEPARTMENT OF TRANSPORTATION
COP	CITY OF PUEBLO
CP	CONTROL POINT
CY	CUBIC YARD
EA	EACH
ELEV	ELEVATION
EX.	EXISTING
INV	INVERT
LF	LINEAL FOOT
LS	LUMP SUM
MH	MANHOLE
PVC	POLYVINYL CHLORIDE PIPE
R&R	REMOVE AND REPLACE
ROW	RIGHT–OF–WAY
SF	SQUARE FOOT
SY	SQUARE YARD
STA.	STATION
SS	SANITARY SERVICE
TN	TON
VCP	VITRIFIED CLAY PIPE
VF	VERTICAL FOOT
R&R	REMOVE AND REPLACE
SDR	STANDARD DIMENSION RATIO

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" = 1500'
SCALE (V): 1" = NA
DESIGNED BY: S.M.
CHECKED BY: M.T.
APPROVED BY: S.M.
DATE: 3/29/2024

PROJECT #24-057 (WWAN01)
2024 COURT STREET SANITARY SEWER REHABILITATION PROJECT

TITLE SHEET

SHEET NO.
1 OF 16

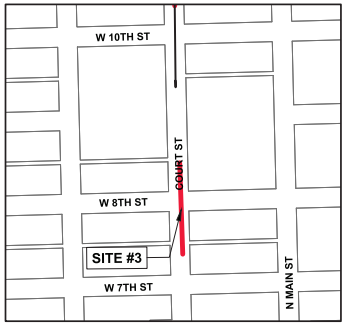
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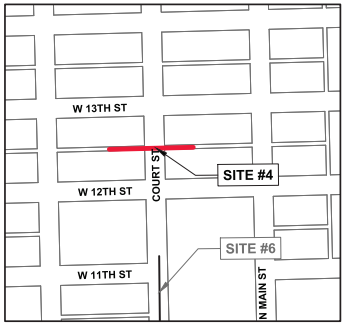
SITE #1 W 4TH ST AND COURT ST



SITE #2 W 6TH ST AND COURT ST



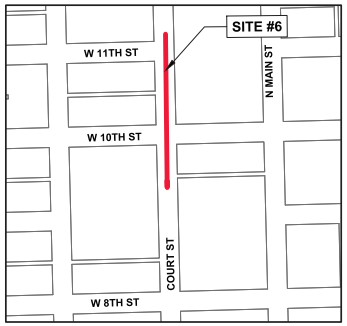
SITE #3 W 8TH ST AND COURT ST



SITE #4 W 13TH ST AND COURT ST



SITE #5 W 5TH ST AND COURT ST



SITE #6 W 10TH ST AND COURT ST

NO.	REVISIONS	BY	DATE	APPROVAL

city of PUEBLO colorado

WASTEWATER DEPARTMENT
ENGINEERING DIVISION
1300 S. QUEENS AVE. PUEBLO, CO 81001
(719) 553-2898 PHONE
(719) 553-2957 FAX

SCALE (H): 1" = NA
SCALE (V): 1" = NA
DESIGNED BY: M.T.
CHECKED BY: S.M.
APPROVED BY: S.M.
DATE: 3/2/2023

PROJECT #24-057 (WWAN01)
2024 COURT STREET SANITARY SEWER REHABILITATION PROJECT

SITE INDEX

SHEET NO.
2 OF 16

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GENERAL CONSTRUCTION NOTES

1. A WATER TRUCK, IF CALLED FOR BY THE INSPECTOR, WILL BE PROVIDED BY THE CONTRACTOR TO KEEP DUST IN CHECK.

2. UNDERGROUND UTILITIES IN THE AREA OF CONSTRUCTION ARE APPROXIMATE ONLY. THEY HAVE BEEN LOCATED FROM FIELD INVESTIGATION AND/OR THE BEST AVAILABLE UTILITY RECORDS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION, PROTECTION AND REPAIR OF ALL UTILITIES ENCOUNTERED DURING CONSTRUCTION WHETHER SHOWN ON THESE PLANS OR NOT. THE CONTRACTOR SHALL CONTACT ALL RESPECTIVE UTILITIES AND HAVE ALL UTILITIES FIELD-LOCATED PRIOR TO CONSTRUCTION. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THE LOCATION OF ALL EXISTING STRUCTURES, TAP LOCATIONS, AND UTILITIES SHOWN ON THE DRAWINGS, TO ASCERTAIN WHETHER ANY STRUCTURES, TAP LOCATIONS AND UTILITIES MAY EXIST, AND TO REPAIR OR REPLACE ANY STRUCTURES AND UTILITIES THAT MIGHT BE DAMAGED AS WELL AS REINSTATE ANY EXISTING SERVICES TAPS TO THE MAIN. IF ANY UNKNOWN SUBSURFACE STRUCTURES ARE ENCOUNTERED DURING CONSTRUCTION, IT SHALL BE BROUGHT TO THE IMMEDIATE ATTENTION OF THE CITY OF PUEBLO PRIOR TO PROCEEDING.

3. THE CONTRACTOR SHALL COORDINATE HIS ACTIVITIES WITH THE AFFECTED UTILITY COMPANIES AND SHALL NOTIFY THE UTILITY NOTIFICATION CENTER OF COLORADO (UNCC), PHONE NUMBER 1-800-922-1987, SEVENTY-TWO (72) HOURS PRIOR TO THE START OF CONSTRUCTION.

4. CONTRACTOR SHALL OBTAIN, AT HIS OWN EXPENSE, ALL APPLICABLE SPECIFICATIONS AND PERMITS NECESSARY TO PERFORM THE PROPOSED WORK BEFORE THE WORK BEGINS.

5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING AND REPLACING ANY EXISTING SIGNS, STRUCTURES, FENCES, ETC., ENCOUNTERED ON THE JOB AND RESTORING THEM TO THEIR ORIGINAL CONDITION AT NO ADDITIONAL COST TO THE PROJECT.

6. THE CONTRACTOR IS RESPONSIBLE FOR: NOTIFYING UTILITY CUSTOMERS OF POTENTIAL SERVICE OUTAGES. NOTIFYING CITY OF PUEBLO FORTY-EIGHT (48) HOURS IN ADVANCE FOR OBSERVATIONS OF WORK IN PROGRESS. OBSERVATION AND ON-SITE VISITS ARE NOT TO BE CONSTRUED AS A GUARANTEE BY THE CITY ENGINEERING STAFF OF THE CONTRACTORS' CONTRACTUAL COMMITMENT. IF WORK IS SUSPENDED FOR ANY PERIOD OF TIME AFTER INITIAL START-UP, THE CONTRACTOR SHALL NOTIFY THE CITY OF PUEBLO FORTY-EIGHT (48) HOURS PRIOR TO RESTART. NOTIFYING THE FIRE & POLICE PROTECTION DISTRICT OF ALL STREET CLOSURES AND EXISTING FIRE HYDRANTS TAKEN OUT OF SERVICE FOR AT LEAST FORTY-EIGHT (48) HOURS PRIOR TO THE START OF CONSTRUCTION.

7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING ANY GROUNDWATER ENCOUNTERED DURING THE CONSTRUCTION OF ANY PORTION OF THIS PROJECT. A CONSTRUCTION DEWATERING PERMIT MUST BE OBTAINED FROM THE COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT (CDPHE). GROUNDWATER SHALL BE PUMPED, PIPED, REMOVED AND DISPOSED OF IN A MANNER WHICH DOES NOT CAUSE FLOODING OF NEITHER EXISTING STREET NOR EROSION OF ABUTTING PROPERTIES IN ORDER TO CONSTRUCT THE IMPROVEMENTS SHOWN ON THESE PLANS. THE USE OF ANY SANITARY SEWER TO DISPOSE OF TRENCH WATER WILL NOT BE PERMITTED. NO CONCRETE SHALL BE PLACED WHERE GROUNDWATER IS VISIBLE OR UNTIL THE GROUNDWATER TABLE HAS BEEN LOWERED BELOW THE PROPOSED IMPROVEMENTS. ANY UNSTABLE AREAS, AS A RESULT OF GROUNDWATER, ENCOUNTERED DURING THE CONSTRUCTION OF THE PROPOSED IMPROVEMENTS SHALL BE STABILIZED AS AGREED UPON BY THE CONTRACTOR AND THE CITY OF PUEBLO AT THE TIME OF THE OCCURRENCE. THE CONTRACTOR SHALL PROVIDE POSITIVE DRAINAGE AND/OR MAINTAIN ALL EXISTING DRAINAGE PATTERNS AT ALL TIMES WITHIN THE CONSTRUCTION AREAS.

8. DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, THE CONTRACTOR SHALL BE SOLELY AND COMPLETELY RESPONSIBLE FOR CONDITIONS AT AND ADJACENT TO THE JOB INCLUDING SAFETY OF ALL PERSONS AND PROPERTY DURING PERFORMANCE OF THE WORK. THE CONTRACTOR SHALL PROVIDE ALL LIGHTS, SIGNS, BARRICADES, FLAGMEN, OR OTHER DEVICES NECESSARY TO PROVIDE FOR PUBLIC SAFETY. THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND IS NOT LIMITED TO NORMAL WORKING HOURS. THE CITY OF PUEBLO SHALL NOT BE RESPONSIBLE FOR THE SAFETY OR ADEQUACY OF ANY EQUIPMENT, BUILDING COMPONENTS, SCAFFOLDING, FORMS OR OTHER WORK AIDS USED IN OR ABOUT THE PROJECT, OR IN THE SUPERINTENDING OF THE SAME. THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS FROM ANY AND ALL LIABILITY, REAL AND ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER, OR THE CITY. THE CITY OF PUEBLO IS NOT RESPONSIBLE FOR SAFETY IN, ON OR ABOUT THE PROJECT SITE, OR FOR COMPLIANCE BY THE APPROPRIATE PARTY OF ANY REGULATIONS RELATING THERETO. THE CONTRACTOR WILL COMPLY WITH ALL OSHA REGULATIONS.

9. WORK IN PUBLIC STREETS, ONCE BEGUN, SHALL PROCEED TO COMPLETION WITHOUT DELAY SO AS TO PROVIDE MINIMUM INCONVENIENCE TO ADJACENT PROPERTY OWNERS AND TO THE TRAVELING PUBLIC.

10. THE CONTRACTOR SHALL TAKE ALL NECESSARY AND PROPER PRECAUTIONS TO PROTECT ADJACENT PROPERTIES FROM ANY AND ALL DAMAGE THAT MAY OCCUR FROM STORM WATER RUNOFF AND/OR DEPOSITION OF DEBRIS RESULTING FROM ANY AND ALL WORK.

11. EACH TYPE OF CONSTRUCTION SHALL BE COMPLETED BY A CONTRACTOR THAT HAS DEMONSTRATED ACCEPTABLE QUALIFICATIONS TO THE CITY AND IS A LICENSED CONTRACTOR IN THE CITY OF PUEBLO.

12. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL TRAFFIC CONTROL DURING CONSTRUCTION. ALL TRAFFIC CONTROLS SHALL CONFORM TO THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, (MUTCD) LATEST EDITION. FOR BOTH TEMPORARY AND PERMANENT PAVEMENT MARKINGS. TEMPORARY AND FINAL STRIPING SHALL MEET CDOT GUIDELINES. REFER TO THE CDOT ROADWAY DESIGN GUIDE FOR DETAILS AND SPECIFICATIONS. THE CONTRACTOR WILL BE RESPONSIBLE FOR THE COMPLETION AND APPROVAL OF CONSTRUCTION TRAFFIC CONTROL PLANS (TCP) PREPARED BY A CERTIFIED TRAFFIC CONTROL SUPERVISOR.

13. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO TAKE EVERY MEASURE NECESSARY TO COMPLY WITH ANY STATE, COUNTY OR CITY DUST CONTROL ORDINANCE. CONSTRUCTION VEHICLES SHALL USE TRUCK ROUTES DESIGNATED BY THE CITY. EXTRA-LEGAL, OVERSIZE AND OVERWEIGHT VEHICLES REQUIRE AN EXTRA-LEGAL VEHICLE PERMIT FROM THE CITY OF PUEBLO PRIOR TO TRAVELING TO THE CONSTRUCTION SITE ON COUNTY OR CITY STREETS. COLORADO DEPARTMENT OF TRANSPORTATION

14. ALL MATERIALS AND CONSTRUCTION SHALL CONFORM WITH THE LATEST EDITION OF STANDARD CONSTRUCTION SPECIFICATIONS AND STANDARD DETAILS FOR THE CITY OF PUEBLO REVISED JANUARY 9, 2023.

15. CONCRETE AND ASPHALT MIX DESIGNS SHALL BE SUBMITTED AT THE PRECON MEETING AND APPROVED IN WRITING BY THE CITY OF PUEBLO PRIOR TO CONSTRUCTION. MATERIALS SHALL BE IN CONFORMANCE WITH CITY OF PUEBLO AND CDOT SPECIFICATIONS, WHEN IN CDOT RIGHT OF WAY.

16. AT LOCATIONS WHERE NEW ASPHALT IS TO ABUT EXISTING ASPHALT, SAW CUT THE EXISTING PAVEMENT A MINIMUM OF 2 FOOT BACK FROM THE EXISTING EDGE, OR A SUCH LOCATION THAT AN ACCEPTABLE EXISTING CROSS-SLOPE IS LOCATED. REMOVE PAVEMENT. TACK COAT EXPOSED VERTICAL ASPHALT EDGE PRIOR TO PAVING. SAW CUTTING WILL NOT BE PAID FOR SEPARATELY, BUT SHALL BE INCLUDED IN COST OF REMOVAL OF ASPHALT.

17. THE CONTRACTOR SHALL BE RESPONSIBLE FOR EXCAVATION AS WELL AS THE COSTS ASSOCIATED WITH EXCAVATION ADJACENT TO AND IN THE IMMEDIATE VICINITY OF PRIVATE OR PUBLIC UTILITIES WHILE PERFORMING THE CONSTRUCTION SHOWN ON THE APPROVED CONSTRUCTION PLANS.

18. THE CONTRACTOR WILL BE RESPONSIBLE FOR ALL MATERIAL TESTING AND SHALL PROVIDE FIELD COPIES WITHIN 24 HOURS OF TESTING AND OFFICIAL REPORTS WITHIN 2 WEEKS TO THE CITY OF PUEBLO.

19. MATCH EXISTING GRADE AT LIMITS OF CONSTRUCTION.

20. DISCREPANCIES MAY EXIST BETWEEN THESE PLANS AND FIELD CONDITIONS. CONTRACTOR SHALL BE RESPONSIBLE FOR REVIEWING THE ENTIRE SET OF CONSTRUCTION PLANS AND FIELD CONDITIONS PRIOR TO THE COMMENCEMENT OF CONSTRUCTION ACTIVITIES. CONTRACTOR SHALL NOTIFY THE CITY OF PUEBLO OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK. FAILURE TO DO SO WILL PLACE THE ENTIRE RESPONSIBILITY AND COST ASSOCIATED FOR THE RESOLUTION OF ANY CONFLICTS SOLELY UPON THE CONTRACTOR.

21. ALL EXCESS MATERIALS GENERATED WITHIN THE PROJECT LIMITS THAT CANNOT BE USED AS EMBANKMENT MATERIAL SHALL BE REMOVED FROM THE PROJECT SITE AT NO COST TO THE PROJECT. WASTE MATERIALS GENERATED BY THE CONTRACTOR SHALL BE LEGALLY DISPOSED OF BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE PROJECT. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO OBTAIN A DISPOSAL SITE AND ANY REQUIRED PERMITS FOR ALL UNUSABLE MATERIALS. EARTHWORK CALCULATIONS SHOWN ON PLANS ARE AN APPROXIMATION AND DO NOT NECESSARILY REFLECT FIELD CONDITIONS.

22. ALL TRENCHES SHALL BE ADEQUATELY SUPPORTED AND THE SAFETY OF WORKERS PROVIDED FOR AS REQUIRED BY THE MOST RECENT OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) "SAFETY AND HEALTH REGULATIONS FOR CONSTRUCTION."

23. ALL DAMAGED EXISTING CURB, GUTTER, AND SIDEWALK SHALL BE REPAIRED PRIOR TO ACCEPTANCE OF COMPLETED IMPROVEMENTS AT NO COST TO THE PROJECT.

24. ALL CONSTRUCTION ACTIVITIES MUST COMPLY WITH THE STATE OF COLORADO PERMITTING PROCESS FOR "STORMWATER DISCHARGES ASSOCIATED WITH CONSTRUCTION ACTIVITY." FOR INFORMATION, PLEASE CONTACT COLORADO DEPARTMENT OF HEALTH, WATER QUALITY CONTROL DIVISION, WQCD-PE-B2, (303)692-3500.

25. FLOW FILL SHALL BE USED AS BACKFILL MATERIAL FOR ALL OPEN CUTS WITHIN STREET RIGHT OF WAYS. FOR THOSE EXCAVATIONS DEEPER THAN 4 FEET, THE TOP 2 FEET OF BACKFILL SHALL CONSIST OF FLOWABLE BACKFILL, AFTER ALLOWING FOR DEPTH OF ASPHALT AND BASE. FOR THOSE EXCAVATIONS LESS THAN 4 FEET DEEP, THE ENTIRE DEPTH SHALL BE BACKFILLED WITH FLOWABLE BACKFILL, AFTER ALLOWING FOR DEPTH OF PATCH. FLOW FILL SHALL SATISFY THE REQUIREMENTS OF SPECIFICATION 11.3.20 ASPHALT PAVED STREETS OF STANDARD CONSTRUCTION SPECIFICATIONS AND STANDARD DETAILS FOR CITY OF PUEBLO.

26. FINAL PATCH SURFACE SHALL BE SMOOTH AND CONFORM TO THE SURROUNDING PAVEMENT SURFACE WITH NO BUMP, DIP, OR OTHER NOTICEABLE DIFERENCE IN THE RIDING QUALITY. ON TRENCHED INSTALLATIONS UNLESS OTHERWISE SPECIFIED BY THE CITY, ADDITIONAL CUTBACK OF BASE AND SURFACING TO MINIMUM OF 12 INCHES BEYOND NORMAL TRENCH LIMITS ("T-CAP" METHOD) SHALL BE REQUIRED TO MINIMIZE LATE DEVELOPMENT SAG IN THE PATCHED AREA.

27. IF CONFLICTS EXISTS BETWEEN SPECIFICATIONS OR NOTES ON THE APPROVED CONSTRUCTION DOCUMENTS AND THE CITY OF PUEBLO STANDARD CONSTRUCTION SPECIFICATIONS AND DETAILS, OR CDOT STANDARD CONSTRUCTION SPECIFICATIONS AND DETAILS, THE MORE STRINGENT SPECIFICATION OR DETAIL SHALL APPLY.

28. THE CONTRACTOR WILL BE RESPONSIBLE FOR THE COORDINATION BETWEEN PROPERTY OWNERS AND UTILITY OWNERS FOR ALL UTILITY SERVICE RELOCATIONS. THE CONTRACTOR WILL MAKE A REASONABLE EFFORT TO MINIMIZE NEGATIVE IMPACTS ON PROPERTY OWNERS ASSOCIATED WITH ANY UTILITY SERVICE RELOCATIONS.

29. THE CONTRACTOR WILL COORDINATE ALL UTILITY RELOCATIONS WITH THE APPROPRIATE UTILITY OWNER. THE CONTRACTOR WILL BE RESPONSIBLE FOR THE PROTECTION AND SUPPORT OF ALL EXISTING UTILITIES DURING CONSTRUCTION AND WILL NOTIFY THE UTILITY OWNER OF ALL UNINTENDED DAMAGE TO ANY EXISTING UNDERGROUND UTILITY PRIOR BACKFILLING THE EXCAVATED AREAS.

30. ALL UTILITY MATERIAL AND CONSTRUCTION SHALL MEET THE MOST RECENT DESIGN AND CONSTRUCTION STANDARDS OF THE UTILITY OWNER.

31. MANHOLE CONE SECTIONS SHALL BE ECCENTRIC AND SHALL BE SITUATED SO THAT THE SLOPE OF THE CONE SECTION IS POINTING TOWARD THE DOWNSTREAM DIRECTION. MANHOLE STEPS WILL NOT BE INSTALLED IN NEW MANHOLES AND SHALL BE REMOVED FROM ANY EXISTING ONES IN THE PROJECT.

32. THE PROJECT INCLUDES PVC PIPE TO BE REPLACED WITH EVERY EXISTING MANHOLE BEING REPLACED. THE CONTRACTOR SHALL FOLLOW CITY OF PUEBLO STANDARDS FOR INSTALLING SAID PIPE IN ARTICLE 11.

34. IN ADDITION TO SECTION 11.3.11 JOINTING PIPE (C), WHEN JOINING PIPES VIA COUPLER, A FERNCO STRONGBACK RC SERIES REPAIR COUPLING, OR AN APPROVED EQUAL SHIELDED COUPLER SHALL BE USED TO CONNECT THE EXISTING TO THE NEW PIPE.

35. THE PROJECT INCLUDES PVC PIPE TO BE REPLACED WITH EVERY EXISTING MANHOLE BEING REPLACED. THE CONTRACTOR SHALL FOLLOW CITY OF PUEBLO STANDARDS FOR INSTALLING SAID PIPE IN ARTICLE 11.

36. THE CONTRACTOR SHALL IMMEDIATELY REMOVE ANY CONSTRUCTION DEBRIS OR MUD TRACKED ONTO EXISTING ROADWAYS. THE CONTRACTOR SHALL REPAIR ANY EXCAVATION OR PAVEMENT FAILURES CAUSED BY HIS CONSTRUCTION.

37. THE CONTRACTOR SHALL PERFORM ALL TRACER WIRE INSTALLATIONS IN ACCORDANCE WITH TRACER WIRE SPECIFICATIONS, PLANS AND DETAILS AS SHOWN ON THE DRAWINGS, INCLUDING, BUT NOT LIMITED TO, TRACER WIRE CONNECTORS, TERMINATION/ACCESS BOXES, GROUNDING, GROUND RODS, INSULATION AND TESTING. PRIOR TO ACCEPTANCE OF OWNERSHIP, ALL TRACER WIRE INSTALLATIONS SHALL BE LOCATED BY USING LOW FREQUENCY (512Hz) LINE TRACING EQUIPMENT, WITNESSED BY THE CONTRACTOR AND ENGINEER.

38. AS BUILT PLANS THE CONTRACTOR WILL BE RESPONSIBLE TO SUBMIT AN AS BUILT SET OF PLANS INDICATING THE STATION LOCATION OF THE REINSTATED SERVICES. THE AS BUILT PLANS SHALL BE SUBMITTED WITH THE INVOICE FOR PAYMENT. THE COST TO PROVIDE THE AS BUILT PLANS SHALL BE INCIDENTAL TO THE COST OF THE PROJECT, NO ADDITIONAL PAYMENTS WILL BE MADE.

39. ALL PIPE SHALL BE PVC SDR 35 UNLESS OTHERWISE SPECIFIED.

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city of PUEBLO colorado

WASTEWATER DEPARTMENT
ENGINEERING DIVISION
1300 S. QUEENS AVE. PUEBLO, CO 81001
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PROJECT #24-057 (WWAN01)
2024 COURT STREET SANITARY SEWER REHABILITATION PROJECT

GENERAL NOTES

SHEET NO.
3 OF 16

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EROSION CONTROL NOTES

1. THE CONTRACTOR SHALL REMOVE ALL SEDIMENT, MUD, AND CONSTRUCTION DEBRIS THAT MAY ACCUMULATE IN THE FLOWLINES AND PUBLIC RIGHTS OF WAYS AS A RESULT OF THIS CONSTRUCTION PROJECT. SAID REMOVAL SHALL BE CONDUCTED IN A TIMELY MANNER, OR AS DIRECTED BY THE ENGINEER.

2. THE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR REMEDIATION OF ANY ADVERSE IMPACTS TO ADJACENT WATERWAYS, WETLANDS, ETC., RESULTING FROM WORK DONE AS PART OF THIS PROJECT.

3. THE CONTRACTOR SHALL PREVENT SEDIMENT, DEBRIS AND ALL OTHER POLLUTANTS FROM ENTERING THE STORM SEWER SYSTEM DURING ALL DEMOLITION, EXCAVATION TRENCHING, BORING, GRADING, OR OTHER CONSTRUCTION OPERATIONS THAT ARE PART OF THIS PROJECT. STOCK PILE AND SPOIL PILES MUST BE PROTECTED BY BMP'S. STRAW WATTLES WILL NOT BE ALLOWED AS A BMP ON ASPHALT SURFACES.

4. THE CONTRACTOR SHALL LOCATE, INSTALL AND MAINTAIN ALL EROSION CONTROL AND WATER QUALITY "BEST MANAGEMENT PRACTICES" AS INDICATED IN THE APPROVED CONSTRUCTION ACTIVITIES STORMWATER MANAGEMENT PLAN. ADDITIONAL BMP'S MAY BE REQUIRED AT THE ENGINEER'S DISCRETION AT NO ADDITIONAL COST TO THE PROJECT. THE CONTRACTOR ENCOURAGED TO BUDGET FOR ANY ADDITIONAL BMP'S THEY MAY DEEM NECESSARY. BMP'S SHALL BE MAINTAINED AND KEPT IN GOOD CONDITION FOR THE DURATION OF THIS PROJECT.

5. AT A MINIMUM, THE CONTRACTOR SHALL INSPECT, AND KEEP A LOG OF ALL BMP'S WEEKLY AND AFTER SIGNIFICANT PRECIPITATION EVENTS. ALL NECESSARY MAINTENANCE AND REPAIR SHALL BE COMPLETED IN A TIMELY MANNER. ACCUMULATED SEDIMENT AND DEBRIS SHALL BE REMOVED FROM A BMP WHEN THE SEDIMENT LEVEL REACHES ONE-HALF THE HEIGHT OF THE BMP OR AT ANY TIME THAT SEDIMENT OR DEBRIS ADVERSELY IMPACTS THE FUNCTIONING OF THE BMP.

6. THE CONTRACTOR SHALL PROPERLY COVER ALL LOADS OF CUT AND FILL MATERIAL IMPORTED TO OR EXPORTED FROM THIS SITE TO PREVENT LOSS OF THE MATERIAL DURING TRANSPORT WITHIN PUBLIC RIGHTS OF WAY.

7. MODIFICATION OF AN ACTIVE EROSION AND SEDIMENT CONTROL PERMIT BY THE CONTRACTOR SHALL REQUIRE TIMELY NOTIFICATION OF AND APPROVAL BY THE CITY OF PUEBLO. TERMINATION OF AN ACTIVE EROSION AND SEDIMENT CONTROL PERMIT UPON COMPLETION OF THE PROJECT REQUIRES NOTIFICATION OF AN APPROVAL BY THE CITY OF PUEBLO.

8. UNLESS CONFINED IN PREDEFINED, BERMED CONTAINMENT AREA, THE CLEANING OF CONCRETE TRUCK DELIVERY CHUTES IS PROHIBITED AT THE JOB SITE. THE DISCHARGE OF WATER CONTAINING WASTE CEMENT TO THE STORM SEWER SYSTEM IS PROHIBITED. CONCRETE WASTE WATER SHALL NOT BE DISCHARGED TO OR ALLOWED TO RUNOFF TO STATE WATERS, INCLUDING ANY SURFACE OR SUBSURFACE STORM DRAINAGE SYSTEM OF FACILITIES.

9. THE CONTRACTOR SHALL PROTECT ALL STORM SEWER FACILITIES ADJACENT TO ANY LOCATION WHERE PAVEMENT CUTTING OPERATION INVOLVING WHEEL CUTTING, SAW CUTTING OR ABRASIVE WATER JET CUTTING ARE TO TAKE PLACE. THE DISCHARGE OF ANY WATER CONTAMINATED BY WASTE PRODUCTS FROM CUTTING OPERATIONS TO THE STORM SEWER SYSTEM IS PROHIBITED. THE CONTRACTOR SHALL REMOVE AND PROPERLY DISPOSE ALL WASTE PRODUCTS GENERATED BY SAID CUTTING OPERATIONS ON A DAILY BASIS.

10. LOCATION OF STAGING, STORAGE, EQUIPMENT MAINTENANCE, TEMPORARY DISPOSAL, VEHICLE TRACKING CONTROL AND CONCRETE TRUCK WASHOUT AREAS WILL BE DETERMINED IN THE FILED AT THE START OF CONSTRUCTION ACTIVITY AND DELINEATED ON THIS PLAN.

11. ANY LAND DISTURBANCE BY ANY CONTRACTOR SHALL COMPLY WITH THE BASIC GRADING, EROSION AND STORMWATER QUALITY CONTROL REQUIREMENTS AND GENERAL PROHIBITIONS NOTED IN THE URBAN STORM DRAINAGE CRITERIA MANUAL VOLUME II.

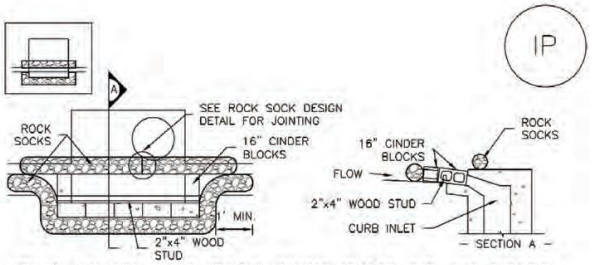
12. NO CLEARING, GRADING, EXCAVATION, FILLING OR OTHER LAND DISTURBING ACTIVITIES SHALL BE PERMITTED UNTIL SIGNOFF AND ACCEPTANCE OF THE GRADING PLAN AND EROSION AND STORMWATER QUALITY CONTROL PLAN IS RECEIVED FROM THE CITY OF PUEBLO.

13. PRIOR TO ANY CONSTRUCTION, INCLUDING SITE GRADING AND EXCAVATION AN APPROVED, "EROSION AND SEDIMENT CONTROL PLAN" SHALL BE POSTED ON-SITE.

14. GENERAL CONTRACTOR SHALL MAINTAIN AND UPDATE THE "EROSION AND SEDIMENT CONTROL PLAN" AS CONSTRUCTION DICTATES. CURRENT AND CORRECT PLANS SHALL REMAIN ON-SITE AND BE READILY ACCESSIBLE TO THE CITY STORMWATER INSPECTOR AT ALL TIMES.

15. SEDIMENT (MUD AND DIRT) TRANSPORTED ONTO A PUBLIC ROAD, REGARDLESS OF THE SIZE OF THE SITE SHALL BE CLEANED IMMEDIATELY.

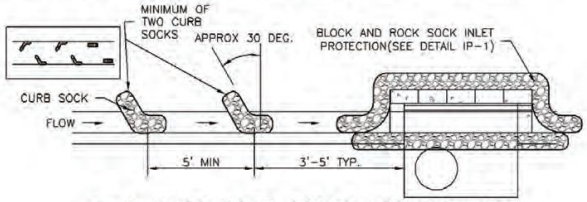
16. PORTA-POTTIES SHALL BE SECURELY STAKED DOWN AND SHALL NOT BE LOCATED IN THE CURB AND GUTTER OR ANY LOCATION THAT WOULD ALLOW ANY LEAKAGE TO FLOW INTO THE STORM INLETS.



IP-1. BLOCK AND ROCK SOCK SUMP OR ON GRADE INLET PROTECTION

BLOCK AND CURB SOCK INLET PROTECTION INSTALLATION NOTES

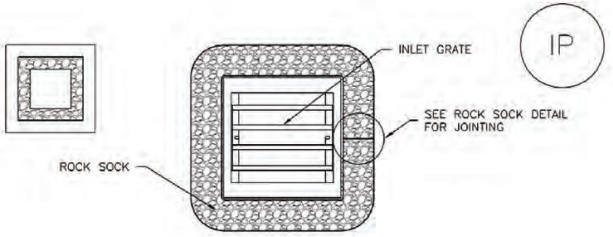
1. SEE ROCK SOCK DESIGN DETAIL FOR INSTALLATION REQUIREMENTS.
2. CONCRETE "CINDER" BLOCKS SHALL BE LAID ON THEIR SIDES AROUND THE INLET IN A SINGLE ROW, ABUTTING ONE ANOTHER WITH THE OPEN END FACING AWAY FROM THE CURB.
3. GRAVEL BAGS SHALL BE PLACED AROUND CONCRETE BLOCKS, CLOSELY ABUTTING ONE ANOTHER AND JOINTED TOGETHER IN ACCORDANCE WITH ROCK SOCK DESIGN DETAIL.



IP-2. CURB ROCK SOCKS UPSTREAM OF INLET PROTECTION

CURB ROCK SOCK INLET PROTECTION INSTALLATION NOTES

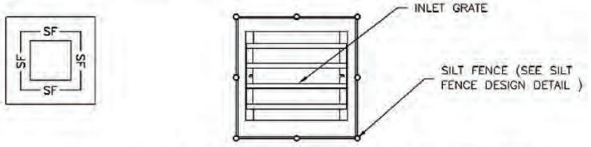
1. SEE ROCK SOCK DESIGN DETAIL INSTALLATION REQUIREMENTS.
2. PLACEMENT OF THE SOCK SHALL BE APPROXIMATELY 30 DEGREES FROM PERPENDICULAR IN THE OPPOSITE DIRECTION OF FLOW.
3. SOCKS ARE TO BE FLUSH WITH THE CURB AND SPACED A MINIMUM OF 5 FEET APART.
4. AT LEAST TWO CURB SOCKS IN SERIES ARE REQUIRED UPSTREAM OF ON-GRADE INLETS.



IP-3. ROCK SOCK SUMP/AREA INLET PROTECTION

ROCK SOCK SUMP/AREA INLET PROTECTION INSTALLATION NOTES

1. SEE ROCK SOCK DESIGN DETAIL FOR INSTALLATION REQUIREMENTS.
2. STRAW WATTLES/SEDIMENT CONTROL LOGS MAY BE USED IN PLACE OF ROCK SOCKS FOR INLETS IN PERVIOUS AREAS. INSTALL PER SEDIMENT CONTROL LOG DETAIL.



IP-4. SILT FENCE FOR SUMP INLET PROTECTION

SILT FENCE INLET PROTECTION INSTALLATION NOTES

1. SEE SILT FENCE DESIGN DETAIL FOR INSTALLATION REQUIREMENTS.
2. POSTS SHALL BE PLACED AT EACH CORNER OF THE INLET AND AROUND THE EDGES AT A MAXIMUM SPACING OF 3 FEET.
3. STRAW WATTLES/SEDIMENT CONTROL LOGS MAY BE USED IN PLACE OF SILT FENCE FOR INLETS IN PERVIOUS AREAS. INSTALL PER SEDIMENT CONTROL LOG DETAIL.

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city of PUEBLO colorado

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PROJECT #24-057 (WWAN01)
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EROSION & SEDIMENT CONTROL

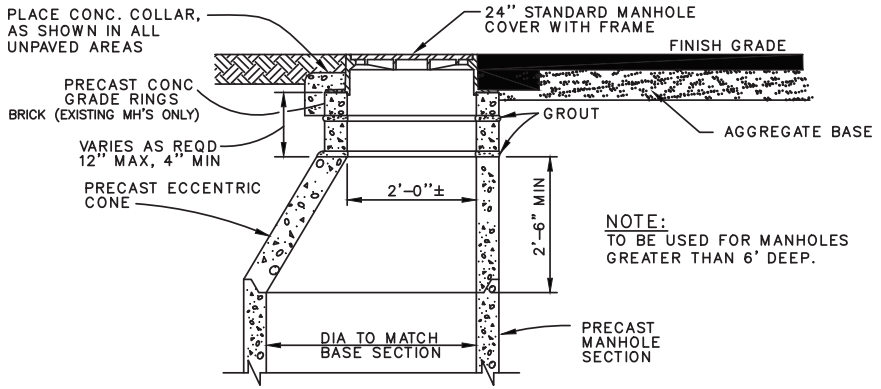
SHEET NO.
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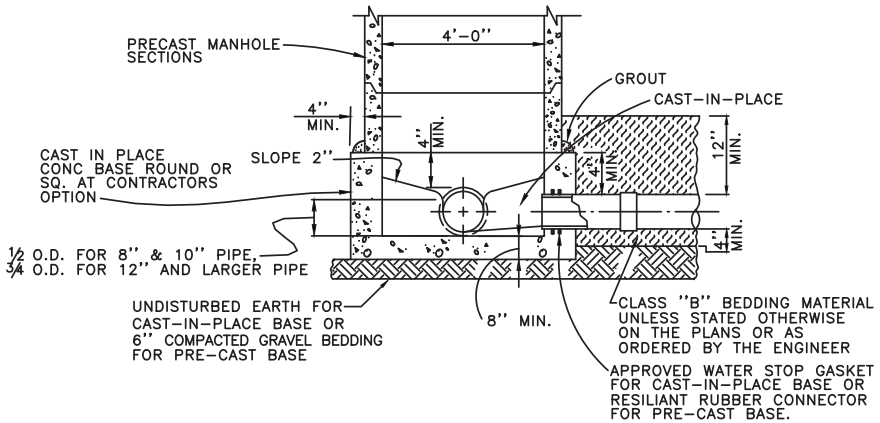
MANHOLE NOTES

1. USE 24" STANDARD MANHOLE FRAME AND COVER UNLESS OTHERWISE NOTED ON PLANS
2. IF PRE-CAST MANHOLE BASES ARE USED, THE CONCRETE BENCH/CHANNEL SHALL BE CAST-IN-PLACE, AFTER SEWER PIPE IS SET TO GRADE
3. THE CONCRETE CHANNEL IN ALL MANHOLE BASES SHALL BE CAST WITH A MINIMUM 18" CENTERLINE RADIUS SWEEP.
4. ALL INTERIOR MANHOLE SECTIONS WILL BE INJECTED WITH EPOXY AND SMOOTHED TO CREATE A WATER TIGHT SEAL FROM OUTSIDE SOURCES
5. ALL STEPS SHALL BE REMOVED FROM EXISTING MANHOLES AND NO STEPS TO BE INSTALLED IN NEW MANHOLES

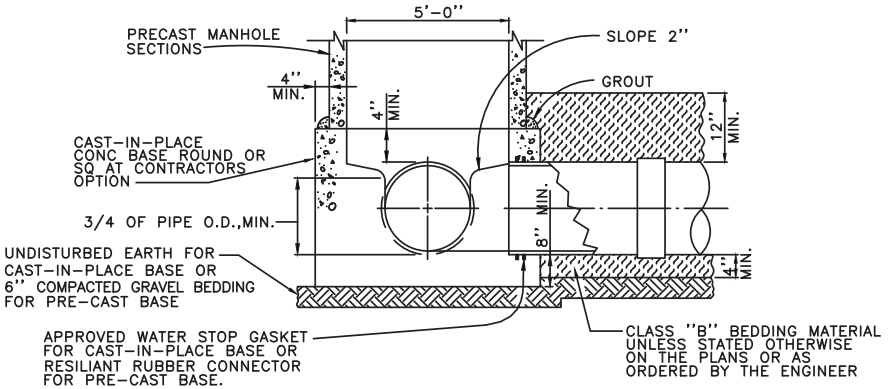
MANHOLE TOP SECTION WITH RING EXTENSION



MANHOLE BASE SECTION 8" THRU 15" PIPE



MANHOLE BASE SECTION 18" THRU 36" PIPE



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MANHOLE SPECIFICATIONS

SHEET NO. 5 OF 16

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Materials

General

All tracer wire and tracer wire products shall be domestically manufactured in the U.S.A.
All tracer wire shall have HDPE insulation intended for direct bury, color coated per APWA standard for the specific utility being marked.

Tracer Wire

- **Open Trench** - Tracer wire shall be #12 AWG copper clad steel, high strength with minimum 450 lb. break load, with minimum 30 mil HDPE insulation thickness.
- **Directional Drilling/Boring** - Tracer wire shall be #12 AWG copper clad steel, extra high strength with minimum 1,150 lb. break load, with minimum 30 mil HDPE insulation thickness.
- **Tracer wire - Pipe Bursting/Slip Lining** - Tracer wire shall be 7 x 7 stranded copper clad steel, extreme strength with 4,700 lb. break load, with minimum 50 ml HDPE insulation thickness.

Connectors

- All mainline tracer wires must be interconnected in intersections, at mainline tees and mainline crosses. At tees, the three wires shall be joined using a single 3-way lockable connector (SnakeBite™ or approved equal). At crosses, the four wires shall be joined using a 4-way connector. Use of two 3-way connectors with a short jumper wire between them is an acceptable alternative.
- **Direct bury wire connectors** - Shall include SnakeBite™ 3-way lockable connectors (or approved equal) and mainline to lateral lug connectors specifically manufactured for use in underground tracer wire installation. Connectors shall be dielectric silicon filled to seal out moisture and corrosion and shall be installed in a manner so as to prevent any uninsulated wire exposure.
- Non-locking friction fit, twist on or taped connectors are prohibited.

Termination/Access

- All tracer wire termination points must utilize an approved tracer wire access box (above ground access box or grade level/in-ground access box as applicable), specifically manufactured for this purpose.
- All grade level/in-ground access boxes shall include a dual terminal switchable lid (SnakePit® LD14G2T-SW or approved equal), be appropriately identified with "sewer" cast into the cap, and color coded per APWA standard for the specific utility being marked.
- A minimum of 2 ft. of excess/slack wire is required in all tracer wire access boxes after meeting final elevation.
- All tracer wire access boxes must include a manually interruptible conductive/connective link between the terminal(s) for the tracer wire connection and the terminal for the ground rod wire connection.
- Ground wire shall be connected to the identified (or bottom) terminal on all access boxes.
- **Service Laterals on public property** - Tracer wire must terminate with a coil of 6 feet of tracer wire for future extension to the building, located at the edge of the road right-of-way, and out of the roadway.
- **Service Laterals on private property** - Tracer wire must terminate at an approved above-ground tracer wire access box, affixed to the building exterior directly above where the utility enters the building, at an elevation not greater than 5 vertical feet above finished grade, or terminate at an approved grade level/in-ground tracer wire access box, located within 2 linear feet of the building being served by the utility.
- **Long-runs, in excess of 2,500 linear feet** - Tracer wire access must be provided utilizing an approved grade level/in-ground tracer wire access box, located at the edge of the road right-of-way and out of the roadway. The grade level/in-ground tracer wire access box shall be delineated using a minimum 48" polyethylene marker post, color coded per APWA standard for the specific utility being marked or other approved marker by the City of Pueblo.

Grounding

- Tracer wire must be properly grounded at all dead ends/stubs.
- Grounding of tracer wire shall be achieved by use of a drive-in magnesium ground rod with a minimum of 20ft of #12 red HDPE insulated copper clad steel wire connected to anode (minimum 1.5 lb.) specifically manufactured for this purpose and buried at the same elevation as the utility.
- When grounding the tracer wire at dead ends/stubs, the ground rod shall be installed in a direction 180 degrees opposite of the tracer wire, at the maximum possible distance.
- When grounding the tracer wire in areas where the tracer wire is continuous and neither the mainline tracer wire or the ground rod wire will be terminated at/above grade, install ground rod wire directly beneath and in-line with the tracer wire. Do not coil excess wire from ground rod wire. In this installation method, the ground rod wire shall be trimmed to an appropriate length before connecting to tracer wire with a mainline to lateral lug connector.
- Where the ground rod wire will be connected to a tracer wire access box, a minimum of 2 ft. of excess/slack wire is required after meeting final elevation.

	DEPARTMENT OF PUBLIC WORKS ENGINEERING DIVISION	TRACER WIRE SPECIFICATIONS (1)	1 OF 8 DATED 9/2019

Installation

General

- Tracer wire installation shall be performed in such a manner that allows proper access for connection of line tracing equipment, proper locating of wire without loss or deterioration of low frequency (512Hz) signal for distances in excess of 1,000 linear feet, and without distortion of signal caused by multiple wires being installed in close proximity to one another.
- Tracer wire systems must be installed as a single continuous wire, except where using approved connectors. No looping or coiling of wire is allowed.
- Any damage occurring during installation of the tracer wire must be immediately repaired by removing the damaged wire and installing a new section of wire with approved connectors. Taping and/or spray coating shall not be allowed.
- Tracer wire shall be installed at the top of the pipe and secured (taped/tied) at 5' intervals.
- Tracer wire must be properly grounded as specified.
- Tracer wire on all service laterals/stubs must terminate at an approved tracer wire access box located directly above the utility, at the edge of the road right-of-way but out of the roadway. (See Tracer wire **Termination/Access**)
- At all mainline dead-ends, tracer wire shall go to ground using an approved connection to a drive-in magnesium ground rod, buried at the same depth as the tracer wire. (See **Grounding**)
- Mainline tracer wire shall not be connected to existing conductive pipes. Treat as a mainline dead-end and ground using an approved waterproof connection to a ground rod buried at the same depth as the tracer wire.
- All service lateral tracer wires shall be a single wire, connected to the mainline tracer wire using an approved mainline to lateral lug connector, installed without cutting/splicing the mainline tracer wire.
- In occurrences where an existing tracer wire is encountered on an existing utility that is being extended or tied into, the new tracer wire and existing tracer wire shall be connected using approved splice connectors and shall be properly grounded at the splice location as specified.

Storm & Sanitary Sewer Systems

- All service lateral tracer wires must be properly connected to the mainline tracer wire to ensure full tracing/locating capabilities from a single connection point.
- Lay mainline tracer wire continuously, by-passing around the outside of manholes/structures on the north or east side.
- Tracer wire on all sewer laterals must terminate at the property line with a coil of 6 feet of tracer wire taped directly to the service lateral at the edge of the road right-of-way or at an approved location.
- The City of Pueblo Stormwater Department or Wastewater Department must be contacted to inspect tracer wire installation prior to backfilling any infrastructure that connects to the City's storm sewer or sanitary sewer system.

Prohibited Products and Methods

The following products and methods shall not be allowed or acceptable:

- Uninsulated tracer wire
- Tracer wire insulations other than HDPE
- Tracer wires not domestically manufactured
- Non-locking, friction fit, twist on or taped connectors
- Brass or copper ground rods
- Wire connections utilizing taping or spray-on waterproofing
- Looped wire or continuous wire installations, that has multiple wires laid side-by-side or in close proximity to one another
- Tracer wire wrapped around the corresponding utility
- Brass fittings with tracer wire connection lugs
- Wire terminations within the roadway, i.e. in valve boxes, cleanouts, manholes, etc.
- Connecting tracer wire to any conductive utilities

Testing

- All new tracer wire installations shall be located using typical low frequency (512Hz) line tracing equipment, witnessed by the contractor, engineer and facility owner as applicable, prior to acceptance of ownership.
- This verification shall be performed upon completion of rough grading and again prior to final acceptance of the project.
- Continuity testing in lieu of actual line tracing shall not be accepted.

	DEPARTMENT OF PUBLIC WORKS ENGINEERING DIVISION	TRACER WIRE SPECIFICATIONS (2)	2 OF 8 DATED 9/2019

NO.	REVISIONS	BY	DATE	APPROVAL

WASTEWATER DEPARTMENT
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TRACER WIRE SPECIFICATIONS

SHEET NO. 6 OF 16

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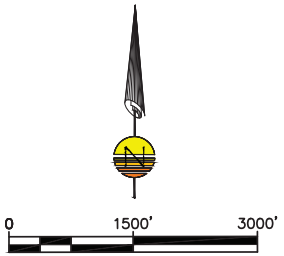
Products

The following products have been deemed acceptable and appropriate. These products are a guide only to help you choose the correct applications for your tracer wire project.

- **Copper-Clad Steel (CCS) Tracer Wire**
  - **Open Trench** - Copperhead® #12 High Strength part # 1230G-HS or approved equal.
  - **Directional Drilling/Boring** - Copperhead® Extra High Strength part # 1245G-EHS or approved equal.
  - **Pipe Bursting/Slip Lining** - Copperhead® SoloShot Extreme Strength 7 x 7 Stranded part # GPBX- 50 or approved equal.
- **Connectors**
  - Copperhead® 3-way locking connector part # LSC1230C or approved equal.
  - DryConn 3-way Direct Bury Lug: Copperhead® Part # 3WB-01 or approved equal.
- **Termination/Access**
  - **Non-Roadway access boxes applications**: Tracer wire access boxes grade level Copperhead® 3-way Direct Bury Lug adjustable lite duty Part # LD14G2T-SW or approved equal.
  - **Concrete / Driveway access box applications**: Tracer wire access boxes grade level Copperhead® Part # CD14G2T-SW or approved equal.
- **Grounding**
  - **Drive in Magnesium Ground Rod**: Copperhead® Part # ANO-12 (1.5 lb.) or approved equal.

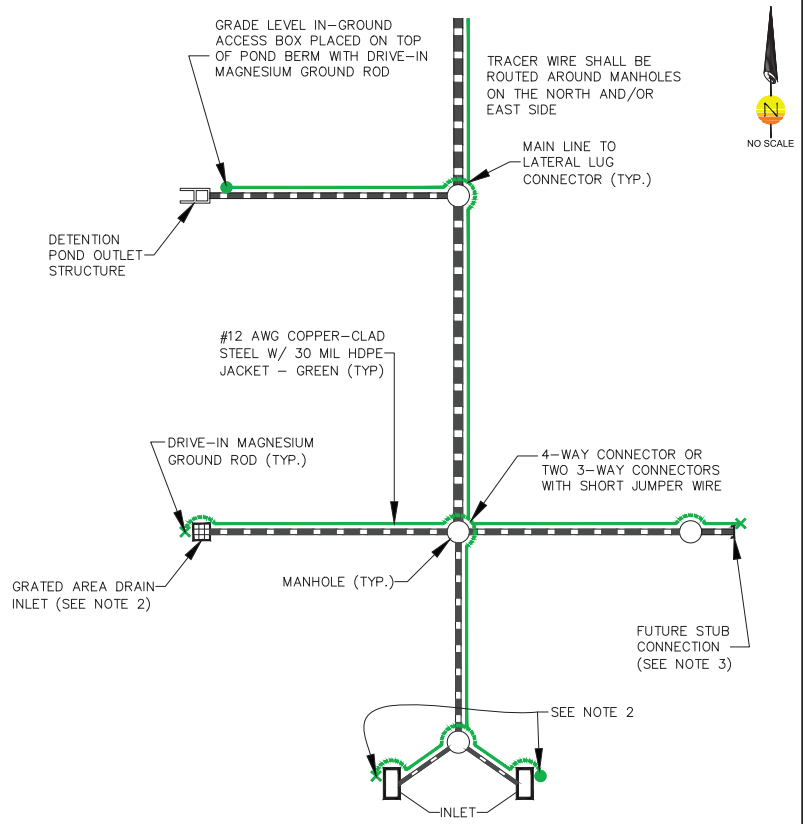
Manufacturer Product Options:

Copperhead® products or approved equal.



COLORADO 811

	DEPARTMENT OF PUBLIC WORKS ENGINEERING DIVISION	TRACER WIRE SPECIFICATIONS (3)	3 OF 8 DATED 9/2019



NOTES:

1. WIRE SHOWN AWAY FROM PIPE FOR CLARITY. WIRE SHALL BE INSTALLED ON THE TOP OF THE PIPE. THE WIRE SHALL BE FASTENED TO THE PIPE WITH TAPE OR PLASTIC TIES AT 5' INTERVALS.
2. TRACER WIRE FOR INLETS MAY TERMINATE INSIDE OF INLET BOX BELOW THE ACCESS (SEE DETAIL SHEET 6 OF 8) OR A GRADE LEVEL IN-GROUND ACCESS BOX MUST BE USED (OPTION REQUIRES CITY APPROVAL IN PAVED AREAS). DRIVE-IN MAGNESIUM GROUND ROD MUST BE USED FOR EITHER OPTION.
3. AT ALL FUTURE STUB CONNECTIONS, A MINIMUM OF 6 FEET OF TRACER WIRE SHALL BE EXTENDED BEYOND THE END OF THE PIPE, COILED AND SECURED FOR FUTURE CONNECTIONS. THE END OF THE TRACER WIRE SHALL BE SPLICED TO THE WIRE OF A DRIVE-IN MAGNESIUM GROUND ROD AND IS TO BE BURIED AT THE SAME ELEVATIONS AS THE SEWER MAIN.

	DEPARTMENT OF PUBLIC WORKS ENGINEERING DIVISION	TRACER WIRE SAMPLE STORM SEWER PLAN	4 OF 8 DATED 9/2019

NO.	REVISIONS	BY	DATE	APPROVAL

city of PUEBLO colorado

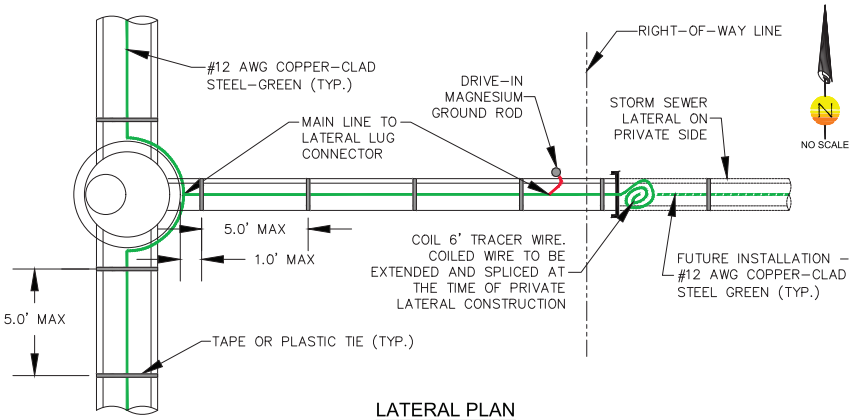
WASTEWATER DEPARTMENT
ENGINEERING DIVISION
1300 S. QUEENS AVE. PUEBLO, CO 81001
(719) 553-2898 PHONE
(719) 553-2957 FAX

SCALE (H): 1" = NA
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DESIGNED BY: M.T.
CHECKED BY: S.M.
APPROVED BY: S.M.
DATE: 3/2/2023

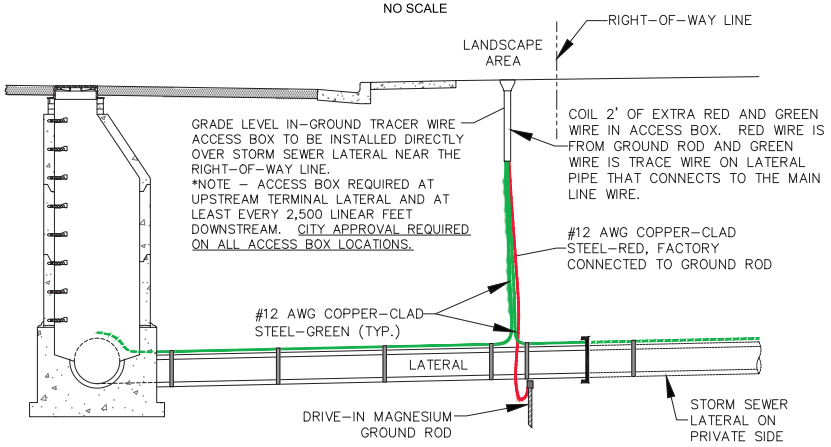
PROJECT #24-057 (WWAN01)
2024 COURT STREET SANITARY SEWER REHABILITATION PROJECT
TRACER WIRE SPECIFICATIONS AND SAMPLE PLAN

SHEET NO. 7 OF 16

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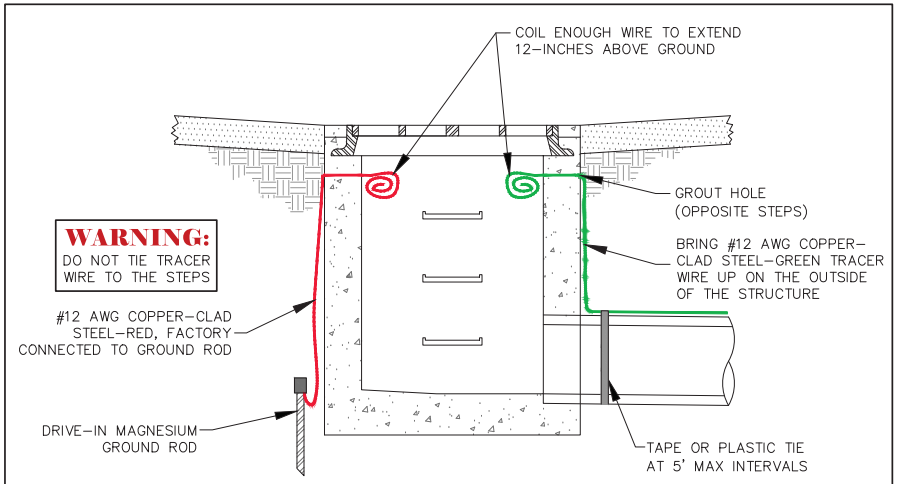
LATERAL PLAN
NO SCALE



LATERAL PROFILE
NO SCALE

NOTES:
1. WIRE SHOWN AWAY FROM PIPE FOR CLARITY. WIRE SHALL BE INSTALLED IMMEDIATELY ADJACENT TO THE SERVICE PIPE. THE WIRE SHALL BE FASTENED TO THE PIPE WITH TAPE OR PLASTIC TIES AT 5' INTERVALS.
2. TRACER WIRE NOT REQUIRED FOR REHABILITATION PROJECTS.

	DEPARTMENT OF PUBLIC WORKS ENGINEERING DIVISION	TRACER WIRE AT STORM SEWER LATERAL DETAIL	5 OF 8 DATED 9/2019



NOTE:
THIS OPTION IS RECOMMENDED FOR INLETS IN A PARKING LOT WHERE A LEVEL IN-GROUND TRACER WIRE ACCESS BOX HAS POTENTIAL TO BE COVERED BY ASPHALT OVERLAY. THIS OPTION REQUIRES CITY OF PUEBLO STORMWATER APPROVAL AND MAY BE SUBJECT TO ADDITIONAL REQUIREMENTS.

INLET OR MANHOLE LOCATED IN A PAVED SURFACE
NO SCALE

COLORADO 811

	DEPARTMENT OF PUBLIC WORKS ENGINEERING DIVISION	TRACER WIRE MISCELLANEOUS DETAILS	6 OF 8 DATED 9/2019

NO.	REVISIONS	BY	DATE	APPROVAL

city of PUEBLO colorado

WASTEWATER DEPARTMENT
ENGINEERING DIVISION
1300 S. QUEENS AVE. PUEBLO, CO 81001
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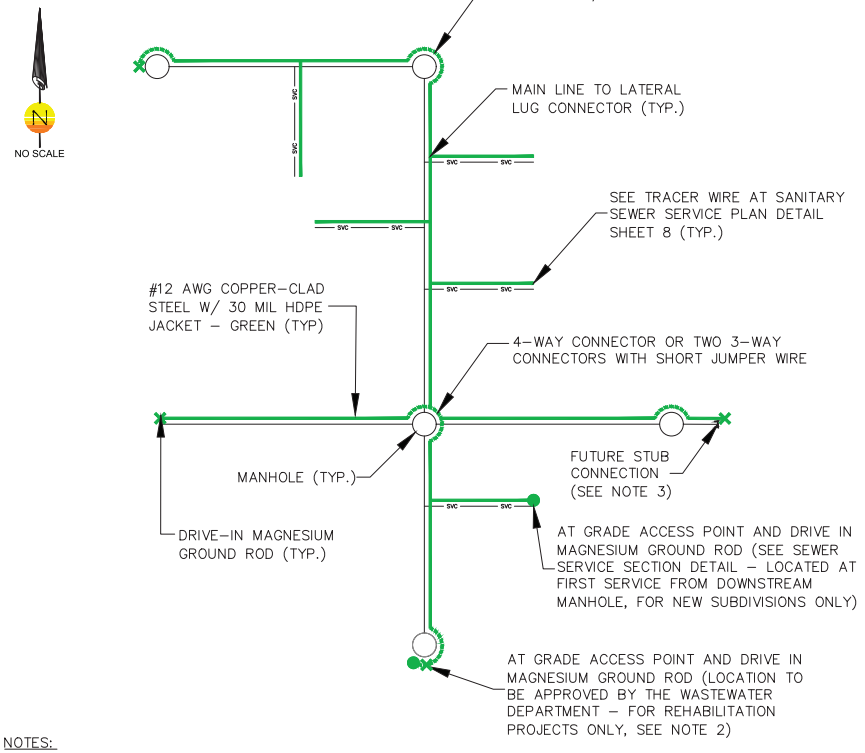
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DESIGNED BY: M.T.
CHECKED BY: S.M.
APPROVED BY: S.M.
DATE: 3/2/2023

PROJECT #24-057 (WWAN01)
2024 COURT STREET SANITARY SEWER REHABILITATION PROJECT

TRACER WIRE DETAILS

SHEET NO. 8 OF 16

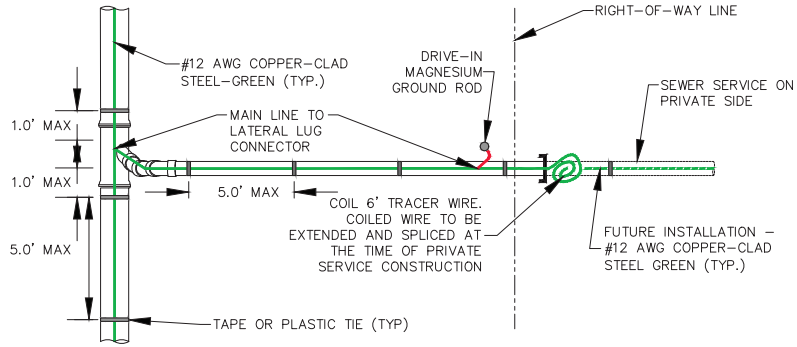
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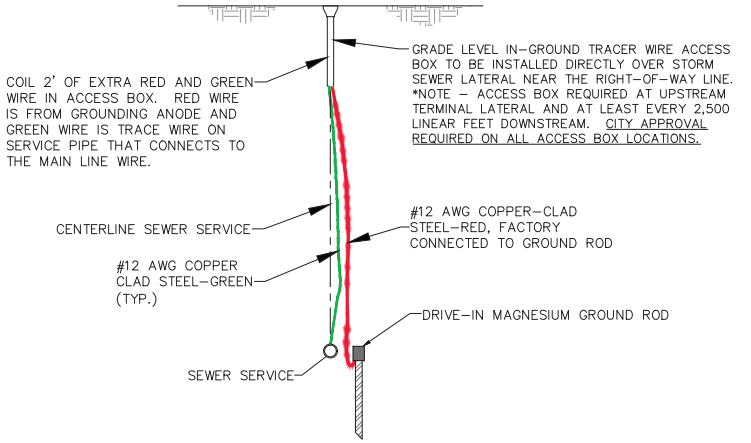
NOTES:

1. WIRE SHOWN AWAY FROM PIPE FOR CLARITY. WIRE SHALL BE INSTALLED ON THE TOP OF THE PIPE. THE WIRE SHALL BE FASTENED TO THE PIPE WITH TAPE OR PLASTIC TIES AT 5' INTERVALS.
2. REHABILITATION PROJECTS SHALL HAVE A DRIVE-IN MAGNESIUM GROUND ROD INSTALLED ON THE UPSTREAM AND DOWNSTREAM MANHOLES AS WELL AS A GRADE LEVEL IN-GROUND ACCESS BOX INSTALLED AT THE DOWNSTREAM MANHOLE (ACCESS BOX TYPE AND LOCATION TO BE APPROVED BY WASTEWATER DEPARTMENT).
3. AT ALL FUTURE STUB CONNECTIONS, A MINIMUM OF 6 FEET OF TRACER WIRE SHALL BE EXTENDED BEYOND THE END OF THE PIPE, COILED AND SECURED FOR FUTURE CONNECTIONS. THE END OF THE TRACER WIRE SHALL BE SPLICED TO THE WIRE OF A DRIVE-IN MAGNESIUM GROUND ROD AND IS TO BE BURIED AT THE SAME ELEVATIONS AS THE SEWER MAIN.

	DEPARTMENT OF PUBLIC WORKS ENGINEERING DIVISION	TRACER WIRE SAMPLE SANITARY SEWER PLAN	7 OF 8 DATED 9/2019



SEWER SERVICE PLAN
NO SCALE



SEWER SERVICE SECTION
NO SCALE

NOTES:

1. WIRE SHOWN AWAY FROM PIPE FOR CLARITY. WIRE SHALL BE INSTALLED IMMEDIATELY ADJACENT TO THE SERVICE PIPE. THE WIRE SHALL BE FASTENED TO THE PIPE WITH TAPE OR PLASTIC TIES AT 5' INTERVALS.
2. TRACER WIRE NOT REQUIRED FOR REHABILITATION PROJECTS.

	DEPARTMENT OF PUBLIC WORKS ENGINEERING DIVISION	TRACER WIRE AT SANITARY SEWER SERVICE DETAIL	8 OF 8 DATED 9/2019

NO.	REVISIONS	BY	DATE	APPROVAL

city of PUEBLO colorado

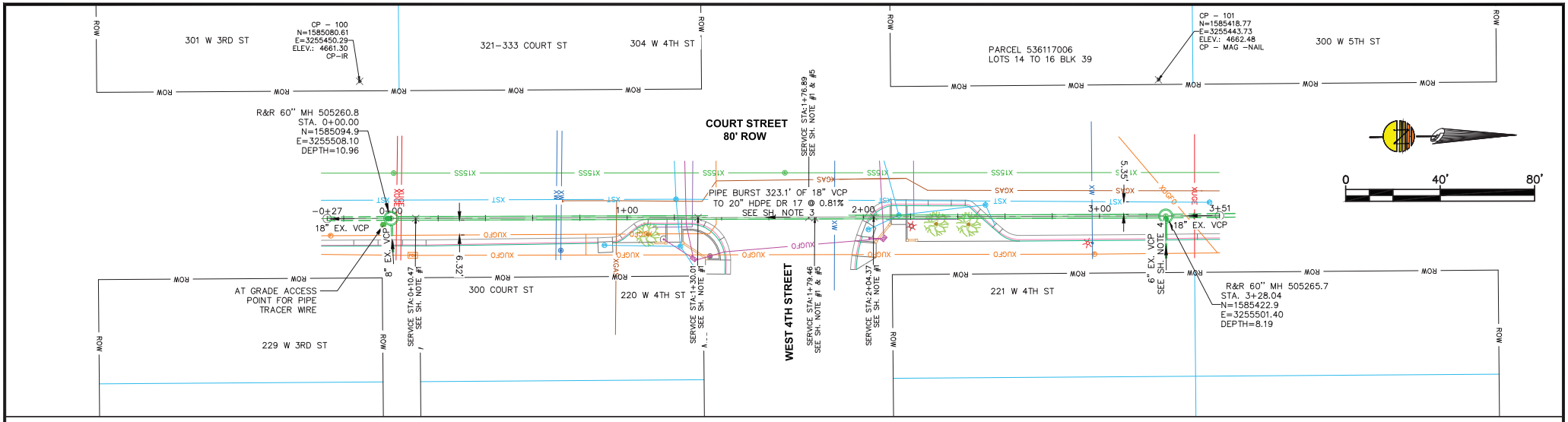
WASTEWATER DEPARTMENT
ENGINEERING DIVISION
1300 S. QUEENS AVE. PUEBLO, CO 81001
(719) 553-2898 PHONE
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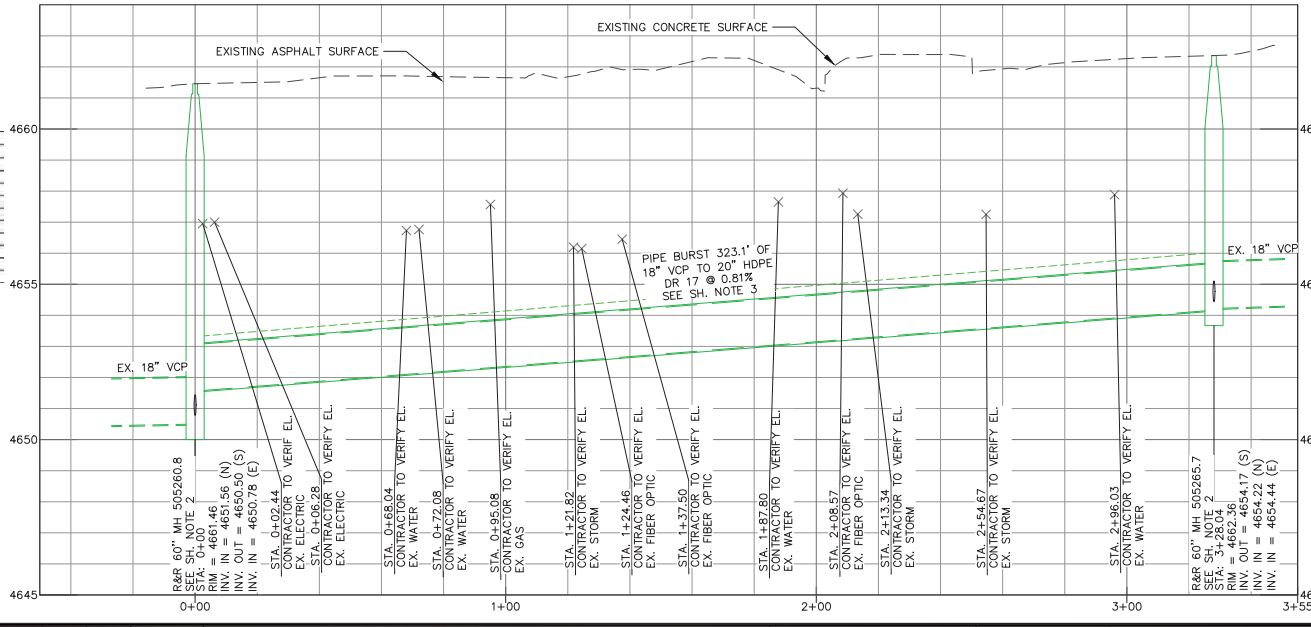
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APPROVED BY: S.M.
DATE: 3/2/2023

PROJECT #24-057 (WWAN01)
2024 COURT STREET SANITARY SEWER REHABILITATION PROJECT
TRACER WIRE SAMPLE SANITARY SEWER PLAN AND SERVICE DETAIL

SHEET NO.
9 OF 16

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SUMMARY OF QUANTITIES

No.	Item Description	Qty.	Unit
	Site #1 - W 4th AND COURT ST		
1	Pipe Burst 18" VCP	323	LF
2	Reinstate Sanitary Sewer Service	3	EA
3	Reinstate Sanitary Sewer Service - 4th Street Intersection	2	EA
4	Lateral Launch Service	5	EA
5	Remove and Replace 60" Manhole	2	EA
6	Install Tracer Wire	1	LS
7	Mobilization	1	LS
8	Bypass Pumping	1	LS
9	Traffic Control	1	LS

SHEET NOTES:

1. CONTRACTOR TO VERIFY ALL EXISTING SERVICE CONNECTIONS BY LATERAL LAUNCHING EACH SERVICE. ONLY SERVICES THAT ARE ACTIVE SHALL BE REINSTATED.
2. MANHOLE INVERTS TO REMAIN AS EXISTING TO ACCOMMODATE PIPE BURSTING ACTIVITIES.
3. PAYMENT SHALL INCLUDE ALL ITEMS REQUIRED TO PIPE BURST THE PIPE SEGMENT SHOWN ON THE PLANS AND RESTORE TO ORIGINAL CONDITION, INCLUDING BUT NOT LIMITED TO EXCAVATION OF BORE PIT, HDPE PIPE, FUSING, FLOWFILL, ASPHALT, CURB AND GUTTER, SIDEWALK, ETC.
4. CONTRACTOR TO STUB OUT 6"X8" ECCENTRIC REDUCER. COST WILL BE INCIDENTAL TO PROJECT
5. IF SERVICES LOCATED IN 4TH STREET ARE REINSTATED, PAYMENT WILL BE MADE UNDER "REINSTATE SERVICE–4TH STREET INTERSECTION".

NO.	REVISIONS	BY	DATE	APPROVAL

city of PUEBLO colorado

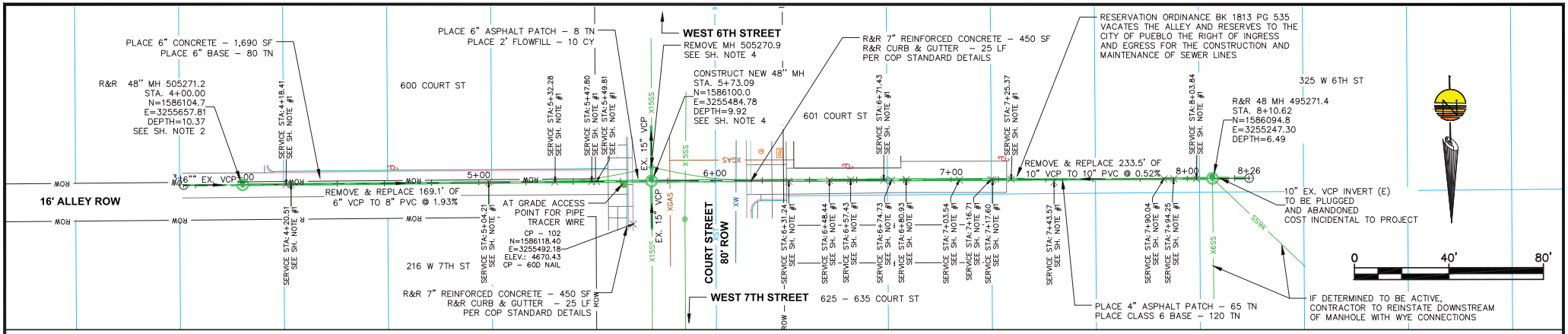
WASTEWATER DEPARTMENT
ENGINEERING DIVISION
1300 S. QUEENS AVE. PUEBLO, CO 81001
(719) 553-2898 PHONE
(719) 553-2957 FAX

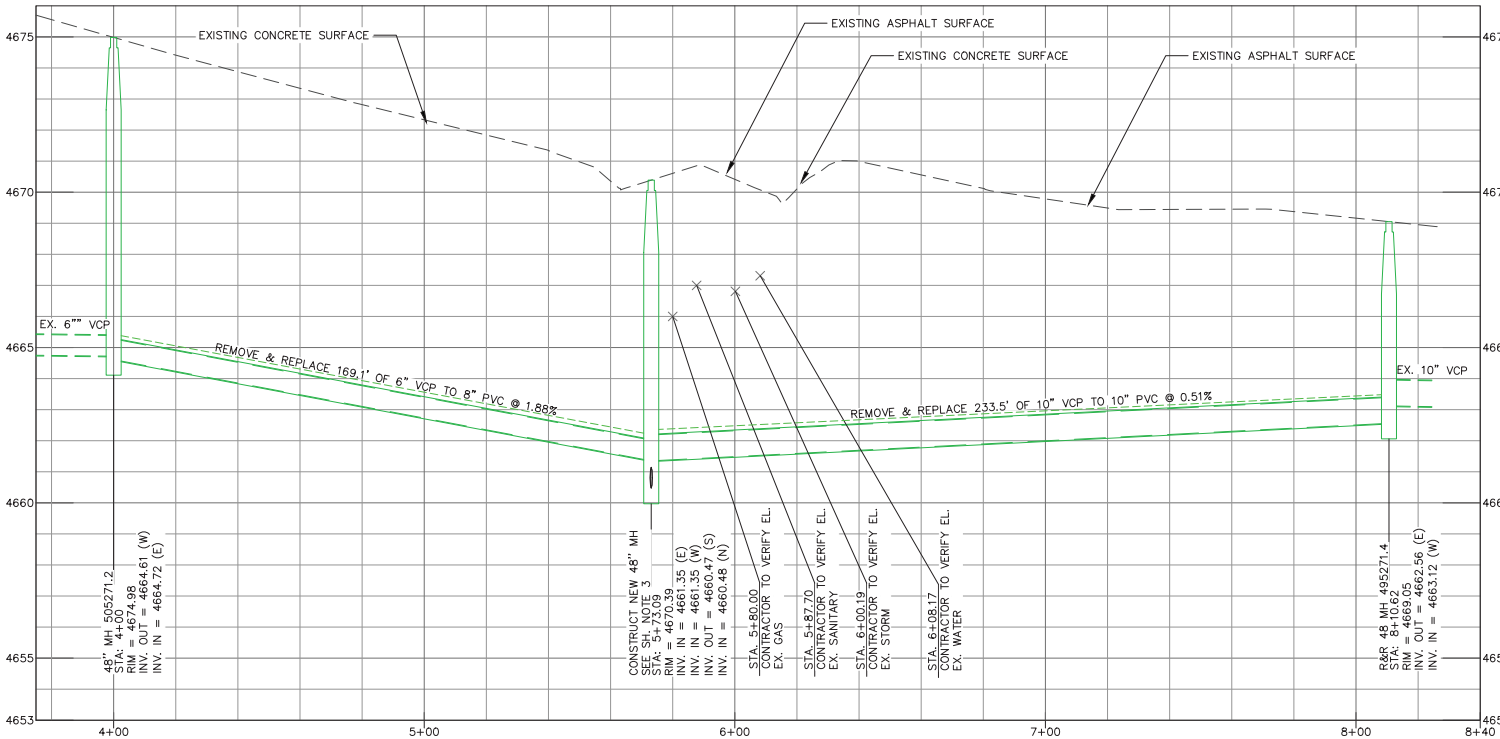
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SCALE (V): 1" = 4'
DESIGNED BY: S.M.
CHECKED BY: M.T.
APPROVED BY: S.M.
DATE: 3/25/24

PROJECT #24-057 (WWAN01)
2024 COURT STREET SANITARY SEWER REHABILITATION PROJECT
SITE #1
W 4TH STREET AND COURT STREET

PAGE NO.
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SHEET NOTES:

1. CONTRACTOR TO VERIFY ALL EXISTING SERVICE CONNECTIONS BY LATERAL LAUNCHING EACH SERVICE. ONLY SERVICES THAT ARE ACTIVE SHALL BE REINSTATED.
2. CONTRACTOR TO STUB OUT 6"X8" ECCENTRIC REDUCER. COST WILL BE INCIDENTAL TO PROJECT.
3. INVERTS IN (N) AND OUT (S) ARE ESTIMATED FOR NEW 48" MH AT STA 5+73.39. CONTRACTOR TO VERIFY.
4. TO BE PAID UNDER THE R&R MANHOLE BID ITEM.

SUMMARY OF QUANTITIES

No.	Item Description	Qty.	Unit
	Site #2 - W 6th ST AND COURT ST		
10	Remove and Replace 6" VCP To 8" PVC	169	LF
11	Remove and Replace 10" VCP To 10" PVC	234	LF
12	Reinstate Sanitary Sewer Service	20	EA
13	Lateral Launch Service	20	EA
14	Remove and Replace 48" Manhole	3	EA
15	Remove and Replace 7" Reinforced Concrete	900	SF
16	Remove and Replace Curb and Gutter	50	LF
17	Place 6" Concrete	1690	SF
18	Place Asphalt Patch (Various Depths)	73	TN
19	Place 6" Base Course	200	TN
20	Place 2' Flowfill	10	CY
21	Install Tracer Wire	1	LS
22	Mobilization	1	LS
23	Bypass Pumping	1	LS
24	Traffic Control	1	LS

NO.	REVISIONS	BY	DATE	APPROVAL

city of PUEBLO colorado

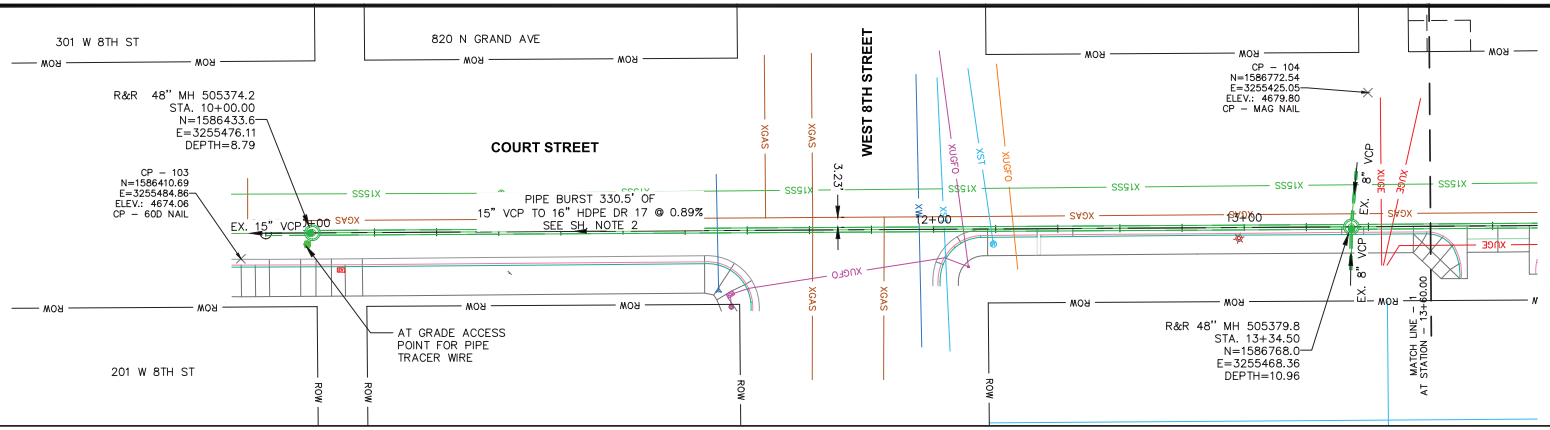
WASTEWATER DEPARTMENT
ENGINEERING DIVISION
1300 S. QUEENS AVE. PUEBLO, CO 81001
(719) 553-2898 PHONE
(719) 553-2957 FAX

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PROJECT #24-057 (WWAN01)
2024 COURT STREET SANITARY SEWER REHABILITATION PROJECT
SITE #2
W 6TH STREET AND COURT STREET

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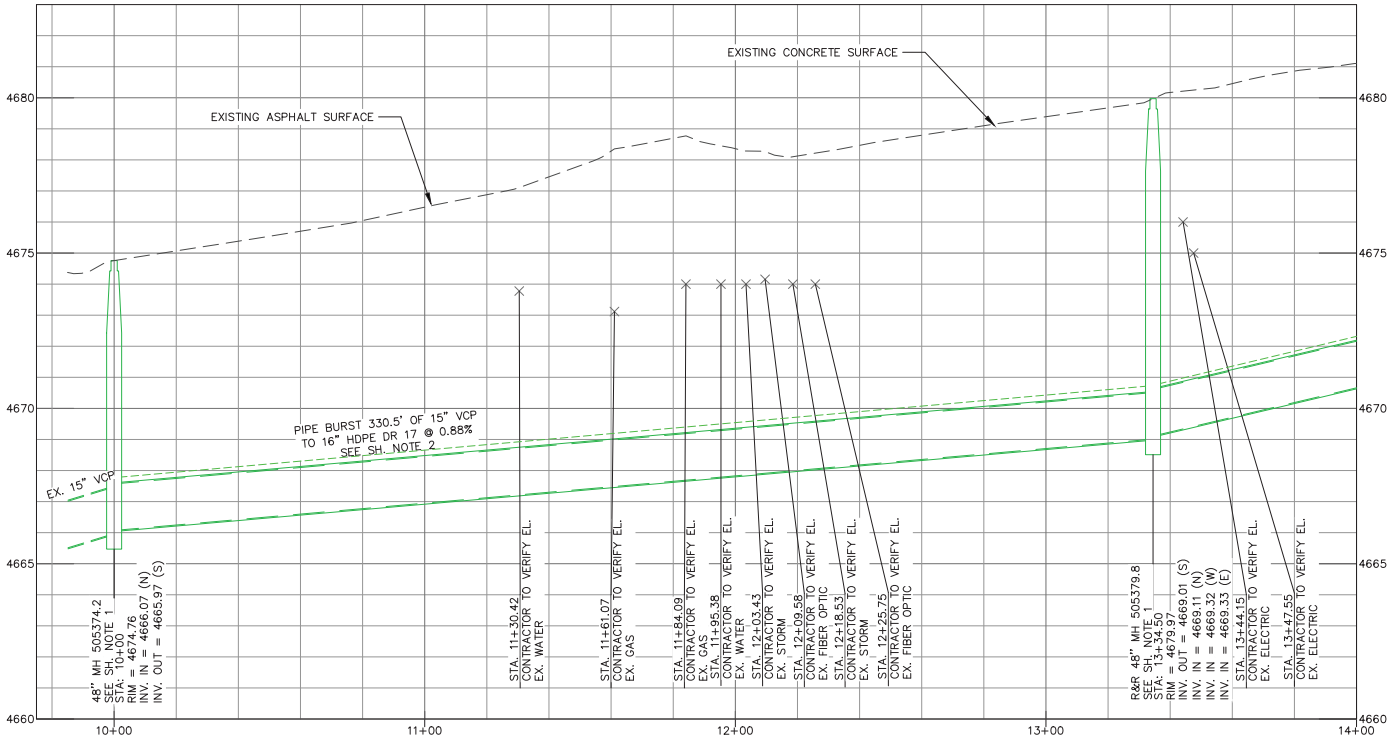
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SHEET NOTES:.

1. MANHOLE INVERTS TO REMAIN AS EXISTING TO ACCOMMODATE PIPE BURSTING ACTIVITIES.
2. PAYMENT SHALL INCLUDE ALL ITEMS REQUIRED TO PIPE BURST THE PIPE SEGMENT SHOWN ON THE PLANS AND RESTORE TO ORIGINAL CONDITION, INCLUDING BUT NOT LIMITED TO EXCAVATION OF BORE PIT, HDPE PIPE, FUSING, FLOWFILL, ASPHALT, CURB AND GUTTER, SIDEWALK, ETC.

SUMMARY OF QUANTITIES			
No.	Item Description	Qty.	Unit
	Site #3 - W 8th ST AND COURT ST		
25	Pipe Burst 15" VCP	664	LF
26	Reinstate Sanitary Sewer Service	2	EA
27	Lateral Launch Service	2	EA
28	Remove and Replace 48" Manhole	3	EA
29	Install Tracer Wire	1	LS
30	Mobilization	1	LS
31	Bypass Pumping	1	LS
32	Traffic Control	1	LS



NO.	REVISIONS	BY	DATE	APPROVAL

city of PUEBLO colorado

WASTEWATER DEPARTMENT
ENGINEERING DIVISION
1300 S. QUEENS AVE. PUEBLO, CO 81001
(719) 553-2898 PHONE
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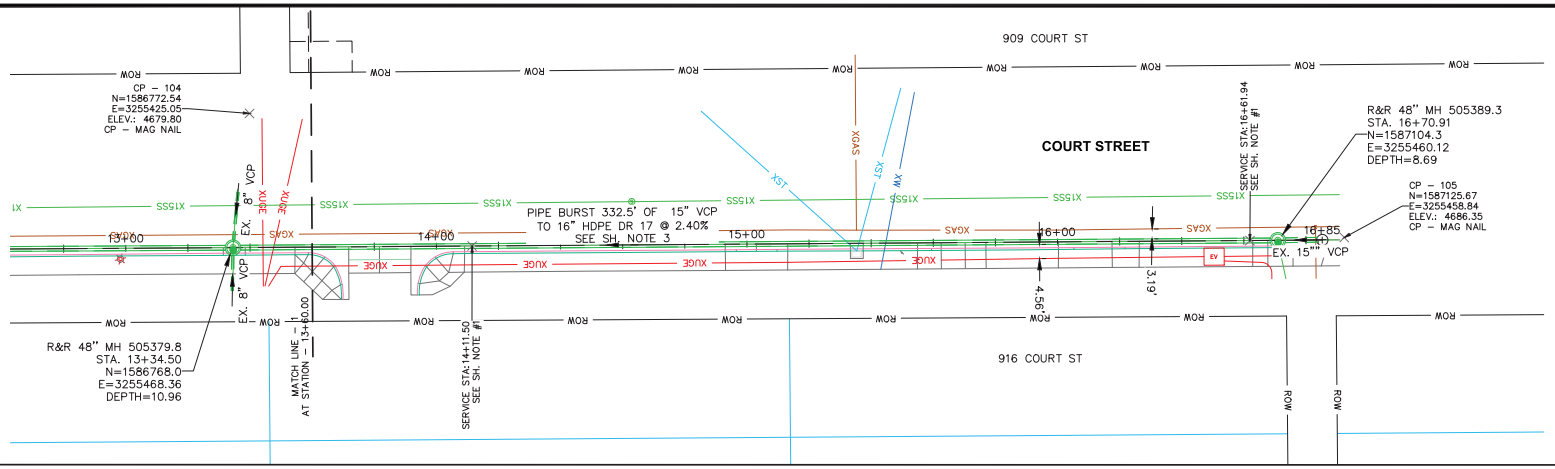
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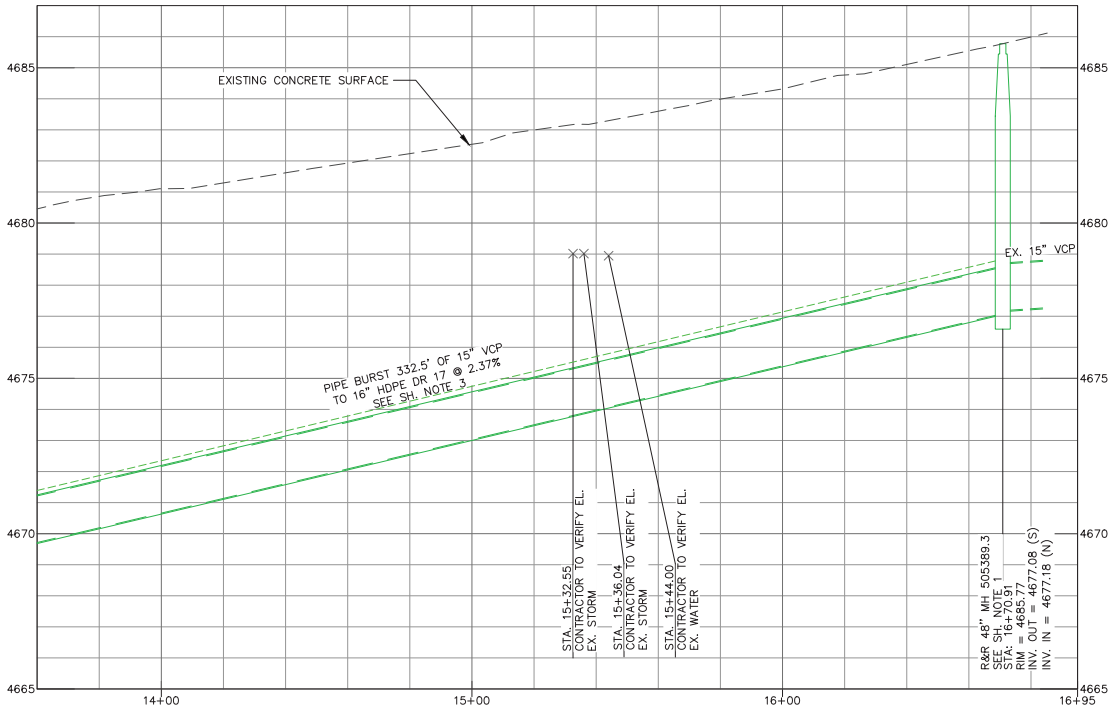
PROJECT #24-057 (WWAN01)
2024 COURT STREET SANITARY SEWER REHABILITATION PROJECT
SITE #3
W 8TH STREET AND COURT STREET

PAGE NO.
12 OF 16

COLORADO 811 KNOW WHAT'S BELOW. CALL BEFORE YOU DIG.

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SHEET NOTES:

1. MANHOLE INVERTS TO REMAIN AS EXISTING TO ACCOMMODATE PIPE BURSTING ACTIVITIES.
2. CONTRACTOR TO VERIFY ALL EXISTING SERVICE CONNECTIONS BY LATERAL LAUNCHING EACH SERVICE. ONLY SERVICES THAT ARE ACTIVE SHALL BE REINSTATED.
3. PAYMENT SHALL INCLUDE ALL ITEMS REQUIRED TO PIPE BURST THE PIPE SEGMENT SHOWN ON THE PLANS AND RESTORE TO ORIGINAL CONDITION, INCLUDING BUT NOT LIMITED TO EXCAVATION OF BORE PIT, HDPE PIPE, FUSING, FLOWFILL, ASPHALT, CURB AND GUTTER, SIDEWALK, ETC.

SUMMARY OF QUANTITIES

No.	Item Description	Qty.	Unit
	Site #3 - W 8th ST AND COURT ST		
25	Pipe Burst 15" VCP	684	LF
26	Reinstate Sanitary Sewer Service	2	EA
27	Lateral Launch Service	2	EA
28	Remove and Replace 48" Manhole	3	EA
29	Install Tracer Wire	1	LS
30	Mobilization	1	LS
31	Bypass Pumping	1	LS
32	Traffic Control	1	LS

COLORADO 811 KNOW WHAT'S BELOW. CALL BEFORE YOU DIG.

NO.	REVISIONS	BY	DATE	APPROVAL

city of PUEBLO colorado

WASTEWATER DEPARTMENT
ENGINEERING DIVISION
1300 S. QUEENS AVE. PUEBLO, CO 81001
(719) 553-2898 PHONE
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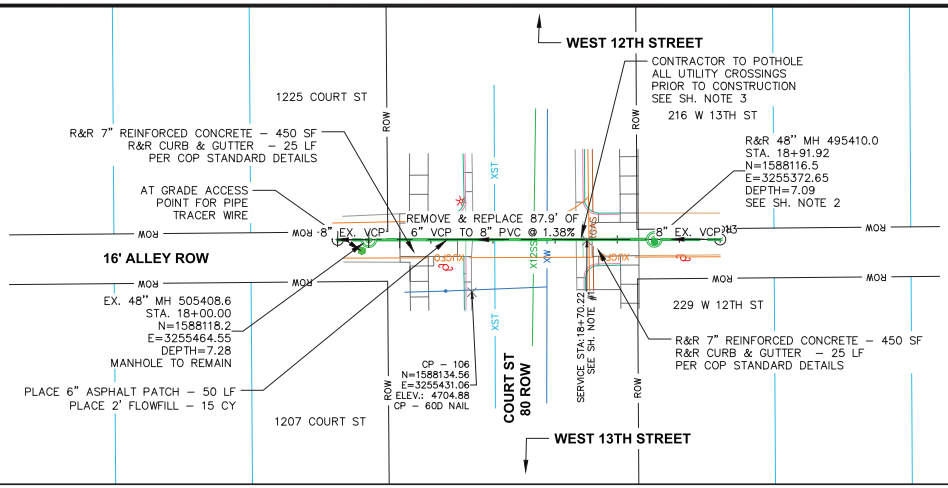
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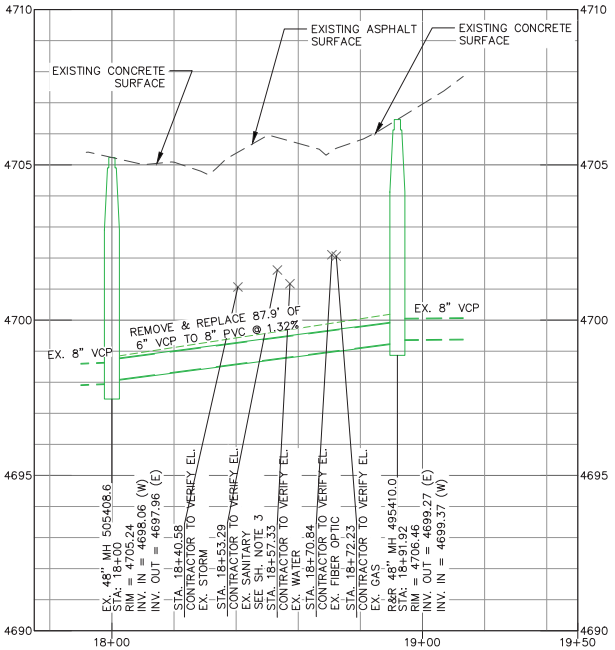
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13 OF 16

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SUMMARY OF QUANTITIES			
No.	Item Description	Qty.	Unit
	Site #4 - W 13th ST AND COURT ST		
33	Remove and Replace 6" VCP To 8" PVC	88	LF
34	Reinstate Sanitary Sewer Service	1	EA
35	Lateral Launch Service	1	EA
36	Remove and Replace 48" Manhole	2	EA
37	Remove and Replace 7" Reinforced Concrete	900	SF
38	Remove and Replace Curb and Gutter	50	LF
39	Place 6" Asphalt Patch	50	LF
40	Place 2' Flowfill	15	CY
41	Install Tracer Wire	1	LS
42	Mobilization	1	LS
43	Bypass Pumping	1	LS
44	Traffic Control	1	LS

SHEET NOTES:
1. CONTRACTOR TO VERIFY ALL EXISTING SERVICE CONNECTIONS BY LATERAL LAUNCHING EACH SERVICE. ONLY SERVICES THAT ARE ACTIVE SHALL BE REINSTATED.
2. COST TO REPLACE GRAVEL WHILE INSTALLING MH 495410.0 SHALL BE INCIDENTAL TO THE BID ITEM.
3. CONTRACTOR TO POTHOLE ALL UTILITIES TO DETERMINE IF PROPOSED 8" MAIN CAN CONNECT TO EX. 12" SANITARY SEWER MAIN. COST OF POTHOLING SHALL BE INCIDENTAL TO PROJECT.





NO.	REVISIONS	BY	DATE	APPROVAL

city of PUEBLO colorado

WASTEWATER DEPARTMENT
ENGINEERING DIVISION
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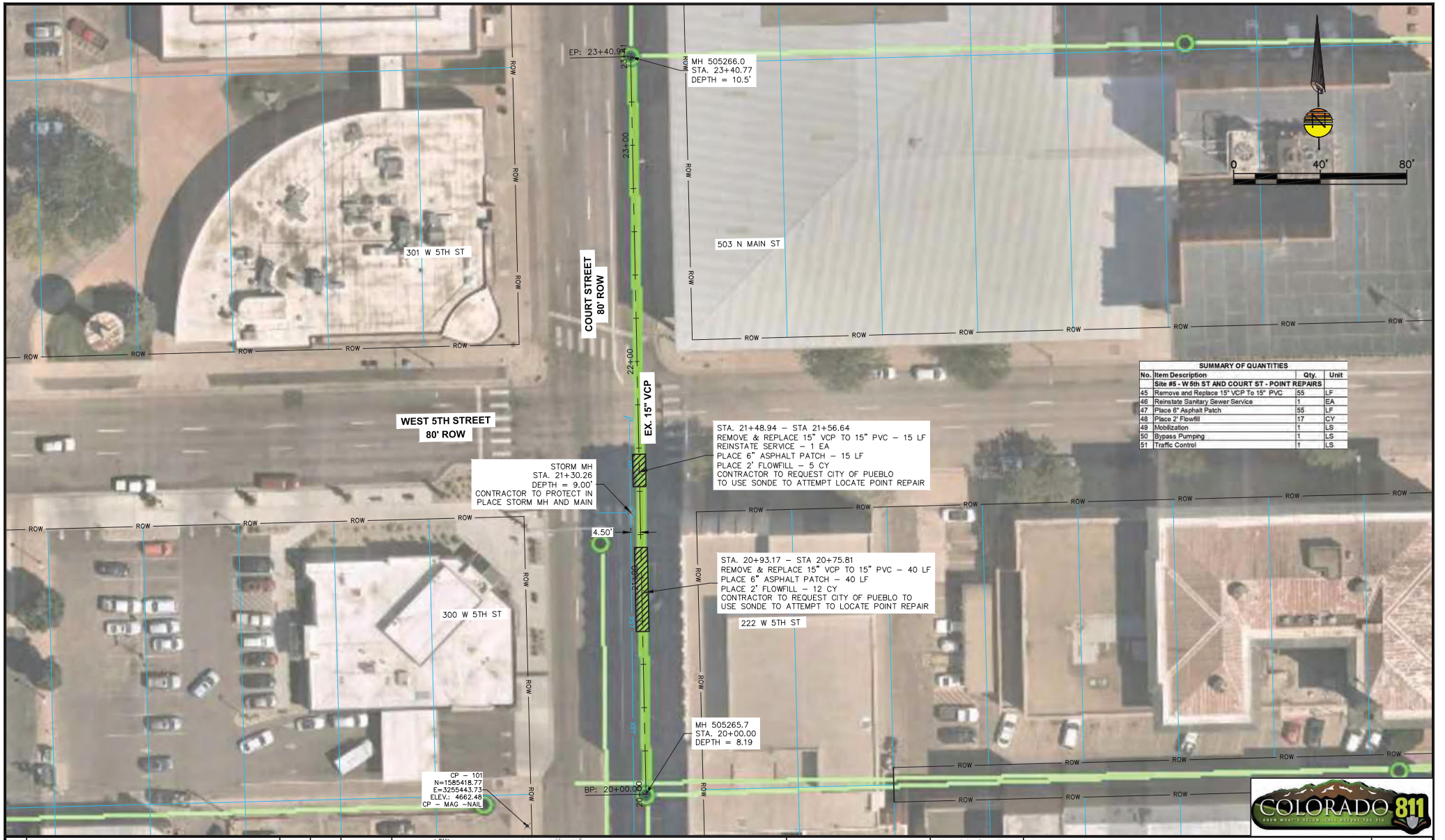
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PROJECT #24-057 (WWAN01)
2024 COURT STREET SANITARY SEWER REHABILITATION PROJECT
SITE #4
W 13TH STREET AND COURT STREET

PAGE NO.
14 OF 16

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SUMMARY OF QUANTITIES			
No.	Item Description	Qty.	Unit
	Site #5 - W 5th ST AND COURT ST - POINT REPAIRS		
45	Remove and Replace 15" VCP To 15" PVC	55	LF
46	Reinstate Sanitary Sewer Service	1	EA
47	Place 6" Asphalt Patch	55	LF
48	Place 2' Flowfill	17	CY
49	Mobilization	1	LS
50	Bypass Pumping	1	LS
51	Traffic Control	1	LS

NO.	REVISIONS	BY	DATE	APPROVAL

city of PUEBLO colorado

WASTEWATER DEPARTMENT
ENGINEERING DIVISION
1300 S. QUEENS AVE. PUEBLO, CO 81001
(719) 553-2898 PHONE
(719) 553-2957 FAX

SCALE (H): 1" = 40'
SCALE (V): 1" = N/A
DESIGNED BY: S.M.
CHECKED BY: M.T.
APPROVED BY: S.M.
DATE: 3/25/24

PROJECT #24-057 (WWAN01)
2024 COURT STREET SANITARY SEWER REHABILITATION PROJECT
SITE #5
W 5TH STREET AND COURT STREET - POINT REPAIRS

PAGE NO. 15 OF 16

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SUMMARY OF QUANTITIES

No.	Item Description	Qty.	Unit
	Site #6 - W 10th ST AND COURT STREET - POINT REPAIRS		
52	Remove and Replace 12" VCP To 12" PVC	53	LF
53	Place 6" Asphalt Patch	58	LF
54	Place 2' Flowfill	15	CY
55	Remove and Replace 4" Concrete	120	SF
56	Remove and Replace Curb and Gutter	43	LF
57	Remove and Replace Curb Ramp	1	EA
58	Mobilization	1	LS
59	Bypass Pumping	1	LS
60	Traffic Control	1	LS

NO.	REVISIONS	BY	DATE	APPROVAL

city of PUEBLO colorado

WASTEWATER DEPARTMENT
ENGINEERING DIVISION
1300 S. QUEENS AVE. PUEBLO, CO 81001
(719) 553-2898 PHONE
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SCALE (H): 1" = 40'
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DESIGNED BY: S.M.
CHECKED BY: M.T.
APPROVED BY: S.M.
DATE: 3/25/24

PROJECT #24-057 (WWAN01)
2024 COURT STREET SANITARY SEWER REHABILITATION PROJECT
SITE #6
W 10TH TO W11TH STREET AND COURT STREET - POINT REPAIRS

PAGE NO.
16 OF 16

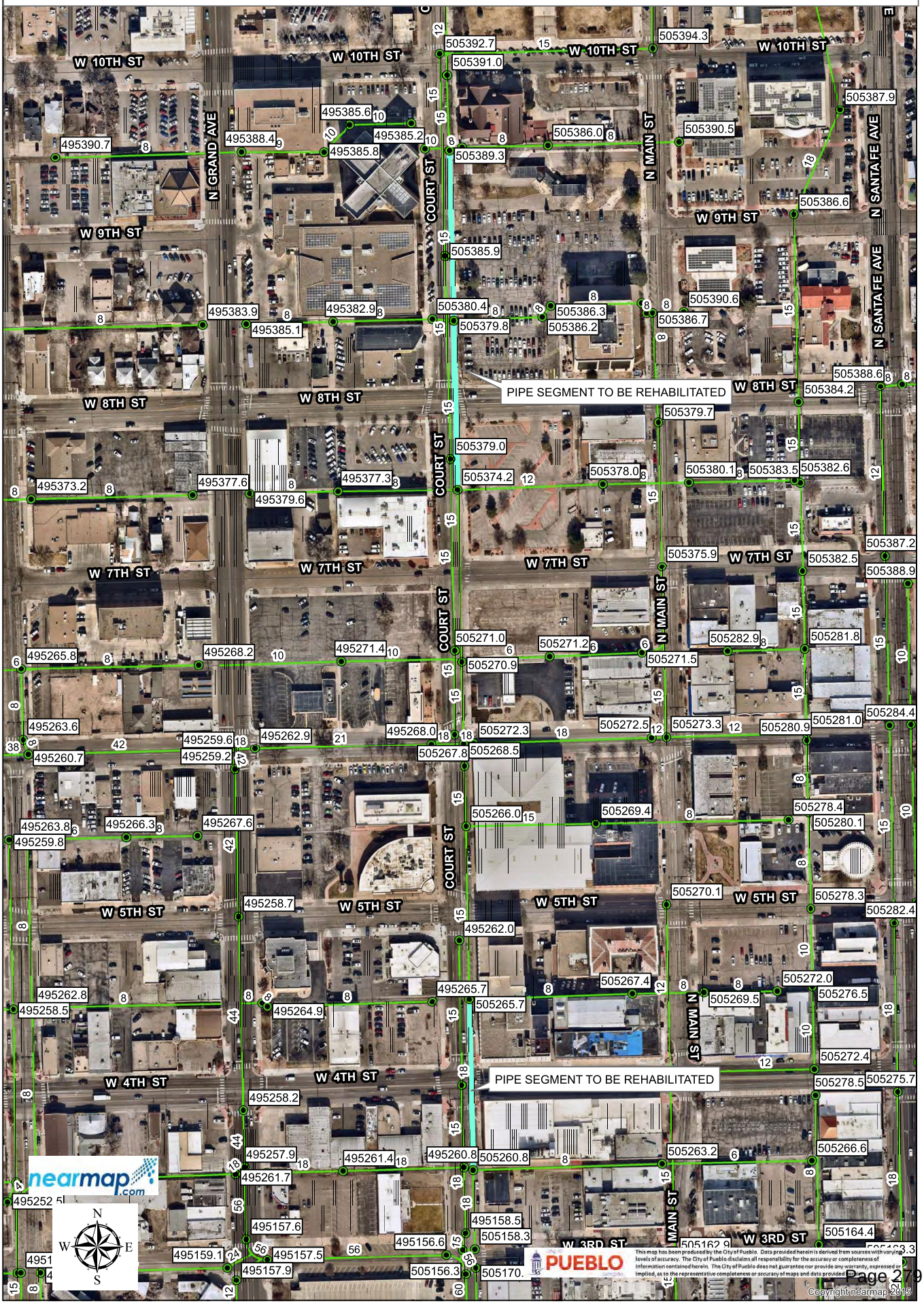
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24-057 (WWAN01)
2024 COURT STREET SANTIARY SEWER REHABILITAITON PROJECT
SANITARY SEWER SYSTEM AROUND 4TH STREET EXHIBIT



DocuSign Envelope ID: 44D0B2F2-5361-4028-A64D-EA7D283243B1

24-057 (WWAN01)
2024 COURT STREET SANITARY SEWER REHABILIATION PROJECT
SANITARY SEWER SYSTEM AROUND PIPE BURSTING SITES



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ADDITIONAL INFORMATION

Affirmative Action Program (Confidential Document – On file at Purchasing Department)

Insurance Certificate(s)

Certificate of Good Standing

Regional Building License Information

System for Award Management (SAM) Information

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/15/2024

4/1/2025

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 Lockton Companies 1185 Avenue of the Americas, Suite 2010 New York NY 10036 646-572-7300	**CONTACT NAME:** **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:**
	INSURER(S) AFFORDING COVERAGE — **NAIC #**
	INSURER A : Zurich American Insurance Company — 16535
INSURED 1519573 Miller Pipeline, LLC 421 E Industrial Blvd Pueblo West CO 81007	**INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 20570951 **REVISION NUMBER:** XXXXXXX

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	Y	Y	GLO-1497589-01	4/1/2024	4/1/2025	EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
	X ContractualLiability						MED EXP (Any one person)	$ 10,000
	X XCU						PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 4,000,000
	POLICY X PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
	X OTHER: SIR:$2,000,000							$
A	**AUTOMOBILE LIABILITY**	Y	Y	BAP-1497588-01	4/1/2024	4/1/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 5,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$ XXXXXXX
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$ XXXXXXX
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$ XXXXXXX
								$ XXXXXXX
	UMBRELLA LIAB OCCUR			NOT APPLICABLE			EACH OCCURRENCE	$ XXXXXXX
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ XXXXXXX
	DED RETENTION $							$ XXXXXXX
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N	N / A	Y	WC-1497591-01	4/1/2024	4/1/2025	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N **(Mandatory in NH)**						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.

RE: Bid 24-057 2024 Court Street Sanitary Sewer Rehabilitation Project

The City of Pueblo, its agents, officers, and employees are included as Additional Insureds with respect to General Liability, and Automobile Liability as required by written contract. Wavier of Subrogation applies in favor of the Additional Insureds with respect to the General Liability, Automobile Liability, and Workers Compensation as required by written contract. Thirty Day (30) Notice of Cancellation, expect Ten Day (10) Notice of Cancellation for Non-Payment of Premium, applies to the certificate holder.

CERTIFICATE HOLDER

20570951
City of Pueblo, A Municipal Corporation
230 S. Mechanic St
Pueblo, CO 81003

CANCELLATION See Attachments

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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Blanket Notification to Others of Cancellation or Non-Renewal

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
BAP-1497588-01	Zurich American Insurance Company	4/1/2024	4/1/2025			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial Automobile Coverage Part

A. If we cancel or non-renew this Coverage Part by written notice to the first Named Insured, we will mail or deliver notification that such Coverage Part has been cancelled or non-renewed to each person or organization shown in a list provided to us by the first Named Insured if you are required by written contract or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to the first Named Insured. Such list:

1. Must be provided to us prior to cancellation or non-renewal;
2. Must contain the names and addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled or non-renewed; and
3. Must be in an electronic format that is acceptable to us.

B. Our notification as described in Paragraph **A.** of this endorsement will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to the first Named Insured. We will mail or deliver such notification to each person or organization shown in the list:

1. Within seven days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
2. At least 30 days prior to the effective date of:
   a. Cancellation, if cancelled for any reason other than nonpayment of premium; or
   b. Non-renewal, but not including conditional notice of renewal.

C. Our mailing or delivery of notification described in Paragraphs **A.** and **B.** of this endorsement is intended as a courtesy only. Our failure to provide such mailing or delivery will not:

1. Extend the Coverage Part cancellation or non-renewal date;
2. Negate the cancellation or non-renewal; or
3. Provide any additional insurance that would not have been provided in the absence of this endorsement.

D. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs **A.** and **B.** of this endorsement.

All other terms and conditions of this policy remain unchanged.

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WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY WC 99 06 43

BLANKET NOTIFICATION TO OTHERS OF CANCELLATION OR NONRENEWAL

ENDORSEMENT This endorsement adds the following to Part Six of the policy.

PART SIX
CONDITIONS

Blanket Notification to Others of Cancellation or Nonrenewal

1. If we cancel or non-renew this policy by written notice to you, we will mail or deliver notification that such policy has been cancelled or non-renewed to each person or organization shown in a list provided to us by you if you are required by written contract or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to you. Such list:
   a. Must be provided to us prior to cancellation or non-renewal;
   b. Must contain the names and addresses of only the persons or organizations requiring notification that such policy has been cancelled or non-renewed; and
   c. Must be in an electronic format that is acceptable to us.
2. Our notification as described in Paragraph 1. above will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to you. We will mail or deliver such notification to each person or organization shown in the list:
   a. Within seven days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
   b. At least 30 days prior to the effective date of:
      (1) Cancellation, if cancelled for any reason other than nonpayment of premium; or
      (2) Non-renewal, but not including conditional notice of renewal.
3. Our mailing or delivery of notification described in Paragraphs 1. and 2. above is intended as a courtesy only. Our failure to provide such mailing or delivery will not:
   a. Extend the policy cancellation or non-renewal date;
   b. Negate the cancellation or non-renewal; or
   c. Provide any additional insurance that would not have been provided in the absence of this endorsement.
4. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs 1. and 2. above.

All other terms and conditions of this policy remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 4/1/2024	Policy No. WC-1497591-01	Endorsement No.
Insured Miller Pipeline, LLC		Premium $

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Blanket Notification to Others of Cancellation or Non-Renewal

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO-1497589-01	4/1/2024	4/1/2025				

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. If we cancel or non-renew this Coverage Part by written notice to the first Named Insured, we will mail or deliver notification that such Coverage Part has been cancelled or non-renewed to each person or organization shown in a list provided to us by the first Named Insured if you are required by written contact or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to the first Named Insured. Such list:

1. Must be provided to us prior to cancellation or non-renewal;
2. Must contain the names and addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled or non-renewed; and
3. Must be in an electronic format that is acceptable to us.

B. Our notification as described in Paragraph **A.** of this endorsement will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to the first Named Insured. We will mail or deliver such notification to each person or organization shown in the list:

1. Within seven days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
2. At least 30 days prior to the effective date of:
   a. Cancellation, if cancelled for any reason other than nonpayment of premium; or
   b. Non-renewal, but not including conditional notice of renewal.

C. Our mailing or delivery of notification described in Paragraphs **A.** and **B.** of this endorsement is intended as a courtesy only. Our failure to provide such mailing or delivery will not:

1. Extend the Coverage Part cancellation or non-renewal date;
2. Negate the cancellation or non-renewal; or
3. Provide any additional insurance that would not have been provided in the absence of this endorsement.

D. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs **A.** and **B.** of this endorsement.

All other terms and conditions of this policy remain unchanged.

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Additional Insured – Automatic – Owners, Lessees Or Contractors

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.	
Policy No GLO-1497589-01	Effective Date: 4/1/2024

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. Section **II – Who Is An Insured** is amended to include as an additional insured any person or organization whom you are required to add as an additional insured under a written contract or written agreement executed by you, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" and subject to the following:

1. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

a. The Insurance Services Office (ISO) ISO CG 20 10 (10/01 edition); or

b. The ISO CG 20 37 (10/01 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" arises out of:

(1) Your ongoing operations, with respect to Paragraph **1.a.** above; or

(2) "Your work", with respect to Paragraph **1.b.** above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **1.**, insurance afforded to such additional insured:

(a) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

(b) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

2. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

a. The Insurance Services Office (ISO) ISO CG 20 10 (07/04 edition); or

b. The ISO CG 20 37 (07/04 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part, by:

(1) Your acts or omissions; or

(2) The acts or omissions of those acting on your behalf,

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in the performance of:

(a) Your ongoing operations, with respect to Paragraph **2.a.** above; or

(b) "Your work" and included in the "products-completed operations hazard", with respect to Paragraph **2.b.** above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **2.**, insurance afforded to such additional insured:

(i) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

(ii) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

3. If neither Paragraph **1.** nor Paragraph **2.** above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

a. Under the ISO CG 20 10 (04/13 edition, any subsequent edition or if no edition date is specified); or

b. With respect to ongoing operations (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is 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, which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **3.**, insurance afforded to such additional insured:

(a) Only applies to the extent permitted by law;

(b) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured; and

(c) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement.

4. If neither Paragraph **1.** nor Paragraph **2.** above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

a. Under the ISO CG 20 37 (04/13 edition, any subsequent edition or if no edition date is specified); or

b. With respect to the "products-completed operations hazard" (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury" or "property damage" is caused, in whole or in part by "your work" and included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **4.**, insurance afforded to such additional insured:

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

(2) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured;

(3) Only applies if the "bodily injury" or "property damage" occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

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(4) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

B. Solely with respect to the insurance afforded to any additional insured referenced in Section **A.** of this endorsement, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

1. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

C. Solely with respect to the coverage provided by this endorsement, the following is added to Paragraph **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** of Section **IV – Commercial General Liability Conditions**:

The additional insured must see to it that:

(1) We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;

(2) We receive written notice of a claim or "suit" as soon as practicable; and

(3) A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

D. Solely with respect to the coverage provided by this endorsement:

1. The following is added to the **Other Insurance** Condition of Section **IV – Commercial General Liability Conditions**:

Primary and Noncontributory insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

a. The additional insured is a Named Insured under such other insurance; and

b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph **4.b.** of the **Other Insurance** Condition under Section **IV – Commercial General Liability Conditions**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

E. This endorsement does not apply to an additional insured which has been added to this Coverage Part by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

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F. Solely with respect to the insurance afforded to an additional insured under Paragraph **A.3.** or Paragraph **A.4.** of this endorsement, the following is added to Section **III – Limits Of Insurance**:

Additional Insured – Automatic – Owners, Lessees Or Contractors Limit

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract or written agreement referenced in Section **A.** of this endorsement; or
2. Available under the applicable Limits of Insurance shown in the Declarations,

whichever is less.

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

All other terms, conditions, provisions and exclusions of this policy remain the same.

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POLICY NUMBER: BAP-1497588-01

COMMERCIAL AUTO
CA 20 01 03 06

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LESSOR -- ADDITIONAL INSURED AND LOSS PAYEE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below

Named Insured: Artera Services, LLC

Endorsement Effective Date: 4/1/2024

Countersignature

Of Authorized Representative Name:

Title:

Signature:

Date:

DocuSign Envelope ID: 44D0B2F2-5361-4028-A64D-EA7D283243B1
Attachment Code: D622449 Certificate ID: 20570951

SCHEDULE

Insurance Company: ZURICH AMERICAN INSURANCE COMPANY	
Policy Number: BAP-1497588-01	**Effective Date:** 4/1/2024
Expiration Date: 4/1/2025	
Named Insured: ARTERA SERVICES LLC	
Address: 3100 INTERSTATE N. CIRCLE, SE, SUITE 150 ATLANTA GA 30339	
Additional Insured (Lessor): ALL LESSORS **Address:** 3100 INTERSTATE N. CIRCLE SE, SUITE 150 ATLANTA, GA 30339	
Designation Or Description Of "Leased Autos": ALL LEASED AUTOS	

Coverages	Limit Of Insurance
Liability	Each "Accident"
Comprehensive	Actual Cash Value Or Cost Of Repair Whichever Is Less, Minus Deductible For Each Covered "Leased Auto"
Collision	Actual Cash Value Or Cost Of Repair Whichever Is Less, Minus Deductible For Each Covered "Leased Auto"
Specified Causes Of Loss	Actual Cash Value Or Cost Of Repair Whichever Is Less, Minus Deductible For Each Covered "Leased Auto"
Information required to complete this Schedule, if not shown above, will be shown in the Declarations	

A. Coverage

1. Any "leased auto" designated or described in the Schedule will be considered a covered "auto" you own and not a covered "auto" you hire or borrow

2. For a "leased auto" designated or described in the Schedule, Who Is An Insured is changed to include as an "insured" the lessor named in the Schedule However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:

   a. You;

   b. Any of your "employees" or agents; or

   c. Any person, except the lessor or any "employee" or agent of the lessor, operating a "leased auto" with the permission of any of the above

3. The coverages provided under this endorsement apply to any "leased auto" described in the Schedule until the expiration date shown in the Schedule, or when the lessor or his or her agent takes possession of the "leased auto", whichever occurs first

B. Loss Payable Clause

1. We will pay, as interest may appear, you and the lessor named in this endorsement for "loss" to a "leased auto"
2. The insurance covers the interest of the lessor unless the "loss" results from fraudulent acts or omissions on your part
3. If we make any payment to the lessor, we will obtain his or her rights against any other party

C. Cancellation

1. If we cancel the policy, we will mail notice to the lessor in accordance with the Cancellation Common Policy Condition
2. If you cancel the policy, we will mail notice to the lessor
3. Cancellation ends this agreement

A. The lessor is not liable for payment of your premiums

B. Additional Definition

As used in this endorsement:

"Leased auto" means an "auto" leased or rented to you, including any substitute, replacement or extra "auto" needed to meet seasonal or other needs, under a leasing or rental agreement that requires you to provide direct primary insurance for the lessor

POLICY NUMBER: BAP-1497588-01 **COMMERCIAL AUTO**

POLICY EFF DATE: 4/1/2024 **CA 20 48 10 13**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Artera Services, LLC

Endorsement Effective Date:4/1/2024

SCHEDULE

Name Of Person(s) Or Organization(s): Any person or organization to whom or which you are required to provide additional insured status or additional insured status on a primary, non-contributory basis, in a written contract or written agreement executed prior to los, except where such contract or agreement is prohibited by law.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.

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DocuSign Envelope ID: 44D0B2F2-5361-4028-A64D-EA7D283243B1
Attachment Code: D622456 Certificate ID: 20570951

POLICY NUMBER: **BAP-1497588-01**

COMMERCIAL AUTO
CA 04 44 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Artera Services, LLC

Endorsement Effective Date: 4/1/2024

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

Any person or organization with whom you have agreed, through written contract, agreement or permit, executed prior to the loss, except where such contract or agreement is prohibited by law.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

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WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY **WC 00 03 13**

(Ed. 4-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU AND FOR THAT PERSON AND/OR ORGANIZATION.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated. **{The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement Effective 4/1/2024 Policy No. [WC-1497591-01 Endorsement No.

Insured: Miller Pipeline, LLC Premium $ INCL.

Insurance Company Zurich American Insurance Company

Countersigned By

WC 00 03 13
(Ed. 4-84)

1983 National Council on Compensation Insurance.

DocuSign Envelope ID: 44D0B2F2-5361-4028-A64D-EA7D283243B1
Attachment Code: D622469 Certificate ID: 20570951

DocuSign Envelope ID: 44D0B2F2-5361-4028-A64D-EA7D283243B1

Waiver Of Subrogation (Blanket) Endorsement

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l Prem.	Return Prem.
GLO-1497589-01	4/1/2024	4/1/2025		34937000	$ **INCL**	$

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us Condition**:

If you are required by a written contract or agreement, which is executed before a loss, to waive your rights of recovery from others, we agree to waive our rights of recovery. This waiver of rights shall not be construed to be a waiver with respect to any other operations in which the insured has no contractual interest.

DocuSign Envelope ID: 44D0B2F2-5361-4028-A64D-EA7D283243B1

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,

Miller Pipeline, LLC

is an entity formed or registered under the law of Indiana , 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 19951120789 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 04/29/2024 that have been posted, and by documents delivered to this office electronically through 04/30/2024 @ 10:50:53 .

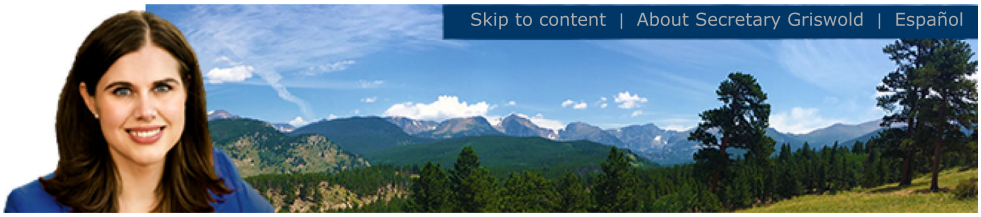
I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 04/30/2024 @ 10:50:53 in accordance with applicable law. This certificate is assigned Confirmation Number 15994037 .

Jena Griswold

Secretary of State of the State of Colorado

**********End of Certificate**********

Notice: A certificate issued electronically from the Colorado Secretary of State's website is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's website, https://www.coloradosos.gov/biz/CertificateSearchCriteria.do entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our website, https://www.coloradosos.gov click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."



For this Record...
Filing history and documents
Get a certificate of good standing
File a form
Subscribe to email notification
Unsubscribe from email notification
Subscribe to text notification
Unsubscribe from text notification

Business Home
Business Information
Business Search

FAQs, Glossary and Information

Summary

Details			
Name	Miller Pipeline, LLC		
Status	Good Standing	**Formation date**	10/02/1995
ID number	19951120789	**Form**	Foreign Limited Liability Company
Periodic report month	October	**Jurisdiction**	Indiana
Principal office street address	8850 Crawfordsville Rd, Indianapolis, IN 46234, US		
Principal office mailing address	3100 Interstate North Cir SE Ste 300, Atlanta, GA 30339, US		

Registered Agent	
Name	Corporation Service Company
Street address	421 E. Industrial Blvd, Pueblo West, CO 81007, United States
Mailing address	421 E. Industrial Blvd, Pueblo West, CO 81007, United States

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

Terms & conditions | Accessibility statement | Browser compatibility

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	0001569
Company Name	MILLER PIPELINE, LLC
Doing Business As	
Examinee	RAY SWERDFEGER
Address	421 E. INDUSTRIAL BLVD. PUEBLO , CO 81007
Phone	547-0242
Licenses	A00 - Commercial Unlimited M16 - Gas Work P02 - Utility Contractor
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

MILLER PIPELINE, LLC

Unique Entity ID	CAGE / NCAGE	Purpose of Registration
TC7KSUX35VC6	**03WQ1**	**Federal Assistance Awards Only**
Registration Status	Expiration Date	
Active Registration	**Apr 19, 2025**	
Physical Address	Mailing Address	
8850 Crawdsville RD **Indianapolis, Indiana 46234** **United States**	**PO Box 34141** **Indianapolis, Indiana 46234-0141** **United States**	

Business Information

Doing Business as	Division Name	Division Number
(blank)	**Miller Pipeline Llc**	**(blank)**
Congressional District	State / Country of Incorporation	URL
Indiana 07	**Indiana / United States**	**www.millerpipeline.com**

Registration Dates

Activation Date	Submission Date	Initial Registration Date
Apr 23, 2024	**Apr 19, 2024**	**Nov 5, 2001**

Entity Dates

Entity Start Date	Fiscal Year End Close Date
Jul 19, 1995	**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**	**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 **No**	Debt Subject To Offset **No**
EFT Indicator **0000**	CAGE Code **03WQ1**

Points of Contact

Electronic Business

Jeff Sheffield, Controller	**8850 Crawfordsville Road** **Indianapolis, Indiana 46234** **United States**
Angela Zellers	8850 Crawfordsville Road Indianapolis, Indiana 46234 United States

Government Business

Jeff Sutcliffe, CFO	**8850 Crawfordsville Road** **Indianapolis, Indiana 46234** **United States**
EMY Belich	8850 Crawfordsville Road Indianapolis, Indiana 46234 United States

Past Performance

Denver Water Devin Shable	**1600 West 12TH AVE** **Denver, Colorado 80204** **United States**
Hillsborough Co., FL Jim Hunsberger	925 E. Twiggs ST Tampa, Florida 33602 United States

Service Classifications

NAICS Codes

Primary	NAICS Codes	NAICS Title

Disaster Response

This entity does not appear in the disaster response registry.

DocuSign

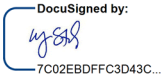
Certificate Of Completion

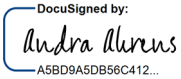
Envelope Id: 44D0B2F253614028A64DEA7D283243B1
Status: Completed
Subject: Complete with DocuSign: 24-057 Contract Documents Miller Pipeline - 2024 Court St Sanitary Sewe...
Source Envelope:
Document Pages: 157
Signatures: 5
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
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
5/16/2024 6:31:18 PM
Holder: Purchasing
purchasing@pueblo.us
Location: DocuSign

Signer Events	Signature	Timestamp
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: 5/16/2024 6:39:32 PM Viewed: 5/17/2024 9:13:41 AM Signed: 5/17/2024 9:14:00 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: 5/17/2024 9:14:06 AM Viewed: 5/18/2024 10:20:04 AM Signed: 5/18/2024 10:24:49 AM
Alexandria Romero aromero@pueblo.us Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 10/13/2022 2:52:37 PM ID: 193e356e-f58c-4b78-9125-7570ede65814	DocuSigned by:  CAE4752363A94D6... Signature Adoption: Uploaded Signature Image Using IP Address: 208.82.107.130	Sent: 5/18/2024 10:24:55 AM Viewed: 5/21/2024 3:56:13 PM Signed: 5/21/2024 3:56:20 PM
David Wyatt dwyatt@pueblo.us Assistant City Attorney City of Pueblo Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	DocuSigned by:  714C62EACB8D49E... Signature Adoption: Pre-selected Style Using IP Address: 208.82.107.130	Sent: 5/21/2024 3:56:27 PM Viewed: 5/22/2024 8:26:39 AM Signed: 5/22/2024 8:27:44 AM

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: 5/22/2024 8:27:49 AM Viewed: 5/30/2024 11:04:14 AM Signed: 5/30/2024 11:04:44 AM
Andra Ahrens aahrens@pueblo.us Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 3/30/2022 5:15:13 PM ID: 82bbd56c-781f-48b4-a955-dc1a80c26ee9	DocuSigned by:  A5BD9A5DB56C412... Signature Adoption: Pre-selected Style Using IP Address: 208.82.107.130	Sent: 5/30/2024 11:04:50 AM Viewed: 5/30/2024 11:09:21 AM Signed: 5/30/2024 11:09:46 AM

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Christina Garcia christinagarcia@pueblo.us City of Pueblo Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 5/30/2024 11:09:51 AM Viewed: 5/30/2024 11:11:53 AM
Clyde Bishop cbishop@pueblo.us Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 5/30/2024 11:09:51 AM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	5/16/2024 6:39:32 PM
Certified Delivered	Security Checked	5/30/2024 11:09:21 AM
Signing Complete	Security Checked	5/30/2024 11:09:46 AM
Completed	Security Checked	5/30/2024 11:09:52 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

AMENDMENT NO. 1 TO
CONSTRUCTION CONTRACT

This Amendment No. 1 to a construction contract ("Amendment") is executed to be effective as of April 29, 2025, by and between the City of Pueblo, a Colorado Municipal Corporation ("City") and Miller Pipeline, LLC, an Indiana Company authorized to do business in the State of Colorado ("Contractor").

WHEREAS, City and Contractor entered into that certain construction contract dated May 14, 2024, for Project 24-057 (WWAN01) 2024 Court Street Sanitary Sewer Rehabilitation Project, 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 $1,621,707.17, which amount includes the original contract amount of $1,115,764.00 and the additional contract amount of $505,943.17 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 not be increased.

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.

MILLER PIPELINE, LLC

By _____
Raymond Swerdfeger, Vice President

CITY OF PUEBLO, A COLORADO 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, Director of Finance

APPROVED AS TO FORM DEPARTMENT OF LAW:

_____
Robert P. Jagger, Deputy City Attorney

EXHIBIT 1
REQUEST FOR QUOTATIONS

Project 24-068 (CI2415) Concrete Improvements – West 29th Street Phase 2 (High St to Wills Blvd.)

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 Surface Improvements at Seven Project Sites • Additional Flow Fill	Lump Sum	$505,943.17

(Five Hundred Five Thousand Nine Hundred Forty Three Dollars and 17/100----------($505,943.17)

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.

MILLER PIPELINE, LLC

By: _____
Raymond Swerdfeger, Vice President

Docusign Envelope ID: ADA7AD16-72DF-4993-8D00-4F9240782242

City Clerk's Office Item # Q2

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: May 12, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Mark Aliff, President

SUBJECT: A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2025 GENERAL FUND BUDGET TO SCHOOL DISTRICT 60 EDUCATION FOUNDATION INC. IN THE AMOUNT OF $1,000 TO SPONSOR THE 2025 CORNHOLE AT DUTCH CLARK STADIUM EVENT AT 5:00 PM AT DUTCH CLARK STADIUM ON FRIDAY, JUNE 6, 2025

SUMMARY:

Attached for consideration is a request for support of the School District 60 Education Foundation in the amount of $1,000 to sponsor the 2025 Cornhole at Dutch Clark Stadium event at 5:00 PM on Friday, June 6, 2025.

PREVIOUS COUNCIL ACTION:

Council supported this event in 2022 for $1,000.

BACKGROUND:

City Council Member Mark Aliff is requesting $1,000 to sponsor School District 60 Education Foundation's 2025 Cornhole at Dutch Clark Stadium event. Cornhole at Dutch Clark Stadium will be held on Friday, June 6, 2025 5:00 PM.

Cornhole at Dutch Clark Stadium is a fundraiser to support the District 60 Education Foundation. The foundation's mission is to provide a high-quality education, ensuring each student has the knowledge, skills, and dispositions to lead a life of purpose and impact. Since its launch, the Foundation has bestowed a wealth of grants, which in turn have produced countless benefits in and out of the classroom. By the end of the Fall semester, the Foundation will award up to three $5,000 Teacher Team Grants available to any team of educators in the district to secure items not provided by the school or District that are needed to support the applicant's innovative and creative educational ideas. The Foundation also serves as a vehicle for the facilitation of scholarships and as a catalyst to equalize educational opportunities for Pueblo's children.

Docusign Envelope ID: ADA7AD16-72DF-4993-8D00-4F9240782242

FINANCIAL IMPLICATIONS:

Payment of funds in the amount of $1,000 would be paid from the Council Contingencies Account in the 2025 General Fund Budget to School District 60 Education Foundation Inc.

BOARD/COMMISSION RECOMMENDATION:

N/A

STAKEHOLDER PROCESS:

N/A

ALTERNATIVES:

City Council could choose not to authorize funding for this purpose.

RECOMMENDATION:

This Resolution is at the request of Council President Mark Aliff.

ATTACHMENTS:

1. Sponsorship Request 2025 D60 Ed Foundation - Cornhole at Dutch Clark
2. Colorado Secretary of State - The School District 60 Education Foundation - Pulled 4.22.25
3. 2025 Contingencies (Council) The School District 60 Education Foundation

Docusign Envelope ID: ADA7AD16-72DF-4993-8D00-4F9240782242

RESOLUTION NO. 15987

A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2025 GENERAL FUND BUDGET TO SCHOOL DISTRICT 60 EDUCATION FOUNDATION INC. IN THE AMOUNT OF $1,000 TO SPONSOR THE 2025 CORNHOLE AT DUTCH CLARK STADIUM EVENT AT 5:00 PM AT DUTCH CLARK STADIUM ON FRIDAY, JUNE 6, 2025

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 2025 General Fund Budget is authorized to be paid to School District 60 Education Foundation Inc. to sponsor the 2025 Cornhole at Dutch Clark Stadium event at 5:00 PM on June 6, 2025.

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: May 12, 2025

BY: Brett Boston
MEMBER OF CITY COUNCIL

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

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

Greetings,

Through investment and support from community partners and benefactors, the Pueblo School District 60 Education Foundation, Inc. is dedicated to enriching the educational experience of our scholars by providing teachers with the financial support needed to bring innovative and productive educational concepts to fruition.

By the end of the fall semester, the Foundation will award up to three $5,000 Teacher Team Grants available to any team of educators in the district to secure items not provided by the individual school or District that are needed to support the applicants' innovative and creative educational idea. Additionally, the foundation is committed to supporting all district staff and serves as a vehicle to award scholarships to deserving scholars.

As a fundraiser for the foundation and to support its community-enriching work, the ***Cornhole at the Dutch*** cornhole tournament will be held at Dutch Clark Stadium on Friday, June 6, 2025. In both competitive and advanced divisions, first, second and third-place finishers will be rewarded with prizes. Your financial support and sponsorship will ensure that this event will be fun and engaging for participants as well as enriching for the foundation.

Throughout the year, the foundation is a host to a number of high-profile annual events, including the salute to veterans and active-duty military known as Pride and Patriotism and the Peace Summit, which is designed to increase solidarity and inclusiveness, in the district and community.

At these and all events the foundation hosts or is involved with as a partner, all sponsors will be recognized and acknowledged for their generosity.

Three different levels of sponsorship are available.

- **Platinum ($5,000):** Featuring and promotion of your business on the Jumbotron screen during the cornhole tournament with live interview opportunities on the field. On all digital and printed advertisements for the foundation, your support will be acknowledged, with the additional benefit of recognition with unique posts on Facebook and Instagram. Includes the opportunity to set up a vendor booth at the Tournament.
- **Gold ($2,500):** Company recognition on the Jumbotron during the cornhole tournament. This along with acknowledgement on all digital and printed advertisements for the foundation, recognition on Facebook and Instagram, along with acknowledgement as a sponsor at the Tournament.
- **Silver ($1,000):** Company recognition on the Jumbotron during the Cornhole Tournament, along with acknowledgment on all digital and printed advertisements for the Foundation; recognition on Facebook. Additionally, you will be acknowledged as a sponsor at the Tournament.
- **Bronze ($500):** Acknowledgement on all digital and printed advertisements for the foundation, recognition on Facebook and Instagram, logo and link added to the Education Foundation website.

We hope that you will find that by supporting education, you are playing an important role in enriching and improving the overall quality of life throughout our community.

Dr. Henry Roman
President, D60 Education Foundation, Inc.

Dr. Barbara R. Kimzey
Superintendent, Pueblo School District 60



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Details			
Name	THE SCHOOL DISTRICT 60 EDUCATION FOUNDATION, INC.		
Status	Good Standing	**Formation date**	07/25/1990
ID number	19901076911	**Form**	Nonprofit Corporation
Periodic report month	June	**Jurisdiction**	Colorado
Principal office street address	315 W 11th St, Pueblo, CO 81003, US		
Principal office mailing address	315 W 11th St, Pueblo, CO 81003, US		

Registered Agent	
Name	Radford Dalton Sprouse
Street address	315 W 11th St, Pueblo, CO 81003, US
Mailing address	315 W 11th St, Pueblo, CO 81003, US

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DATE	BALANCE IN 2025 CONTINGENCIES ACCOUNT		DEBIT	CREDIT	BALANCE
	Beginning Balance				$ 100,000.00
1/13/25	Boys & Girls Club Champions of Youth Dinner		$ 2,000.00		$ 98,000.00
1/27/25	Pueblo Chamber Annual Gala and Citizen of the Year Table		$ 1,000.00		$ 97,000.00
1/27/25	Mt Carmel Veterans Salute to Heroes		$ 2,000.00		$ 95,000.00
2/10/25	Super Team PCSO St. Baldrick's		$ 1,000.00		$ 94,000.00
2/10/25	Latino Chamber of Commerce Annual Dinner Rio Carnival		$ 1,100.00		$ 92,900.00
2/10/25	Team Pueblo Volleyball		$ 1,000.00		$ 91,900.00
2/10/25	Greater Pueblo Chamber for Delegation from Chihuahua		$ 2,140.12		$ 89,759.88
2/24/25	Kadoya Gallery The Dig Talks		$ 1,200.00		$ 88,559.88
2/24/25	Mariposa Center for Safety - Chocolate Indulgence		$ 800.00		$ 87,759.88
3/24/25	BITS of Freedom Kentucky Derby Party		$ 2,000.00		$ 85,759.88
3/24/25	ARC of Pueblo Golden Tortilla		$ 1,000.00		$ 84,759.88
3/24/25	Junior League Tour a Truck		$ 1,500.00		$ 83,259.88
3/24/25	Child Advocacy Center National Child Abuse Prevention Month		$ 1,000.00		$ 82,259.88
4/14/25	Pueblo Zoofari		$ 2,000.00		$ 80,259.88
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4/14/25	Memorial Hall / Pueblo Has Talent		$ 1,900.00		$ 77,359.88
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4/14/25	Pueblo Library District Book Lovers Ball and Summer Reading		$ 2,000.00		$ 73,359.88
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4/28/25	Mad Fresh Productions - Summer Hip Hop Festival		$ 2,500.00		$ 69,859.88
5/12/25	NALC - Boys and Girls Club		$ 1,000.00		$ 68,859.88
5/12/25	School District 60 Edu. Foundation Inc - Cornhole at Dutch Clark Stadium		$ 1,000.00		$ 67,859.88
					$ 67,859.88
					$ 67,859.88

Docusign Envelope ID: ADA7AD16-72DF-4993-8D00-4F9240782242

City Clerk's Office Item # Q3

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: May 12, 2025

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 2025 GENERAL FUND BUDGET TO COLORADO PRESERVATION INC. IN THE AMOUNT OF $1,000 TO SPONSOR ON THE ROAD 2025 STARTING AT 8:30 AM, JUNE 21, 2025 AT THE EL PUEBLO MUSEUM CONTINUING THROUGH SUNDAY, JUNE 22, 2025

SUMMARY:

Attached for consideration is a request for support of Colorado Preservation Inc. in the amount of $1,000 to sponsor On the Road 2025 starting at 8:30 AM, June 21, 2025 at the El Pueblo Museum continuing through Sunday, June 22, 2025.

PREVIOUS COUNCIL ACTION:

In 2018, council sponsored another event for Colorado Preservation Inc. This is the first request for this event.

BACKGROUND:

City Council Member Sarah Martinez is requesting $1,000 to sponsor Colorado Preservation Inc.'s On The Road 2025 event starting at 8:30 AM, June 21, 2025 at the El Pueblo Museum continuing through Sunday, June 22, 2025.

Colorado Preservation Inc. was founded in 1984 as a donor-supported nonprofit preservation organization with education programs, public policy advocacy, and a newsletter. Their work helped dozens of communities with their preservation efforts in every region of the state.

This event celebrates the rich history and vibrant cultural identity of this remarkable Colorado region. "On the Road" invites you to experience the heart and soul of Pueblo through engaging activities that honor both its agricultural roots and industrial legacy. Guided walking and bus tours will highlight Pueblo's dedicated preservation efforts of its

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heritage farms, landscapes, and the vibrant cultural identity of its neighborhoods. This weekend promises to deepen attendees' appreciation for Pueblo's unique cultural tapestry and the stories that define it. The event is open to the public and will feature exclusive behind-the-scenes tours of some of Colorado's most unique historical sites.

FINANCIAL IMPLICATIONS:

Payment of funds in the amount of $1,000 would be paid from the Council Contingencies Account in the 2025 General Fund Budget to Colorado Preservation Inc.

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. 4.12.25 Sponsorship Request - On The Road
2. Colorado Secretary of State COLORADO PRESERVATION INC. Pulled 4.21.25
3. 2025 Contingencies (Council) Colorado Preservation Inc. - On the Road

Docusign Envelope ID: ADA7AD16-72DF-4993-8D00-4F9240782242

RESOLUTION NO. 15988

A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2025 GENERAL FUND BUDGET TO COLORADO PRESERVATION INC. IN THE AMOUNT OF $1,000 TO SPONSOR ON THE ROAD 2025 STARTING AT 8:30 AM, JUNE 21, 2025 AT THE EL PUEBLO MUSEUM CONTINUING THROUGH SUNDAY, JUNE 22, 2025

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 2025 General Fund Budget is authorized to be paid to Colorado Preservation Inc. to sponsor the On the Road 2025 event starting at 8:30 AM, June 21, 2025 at the El Pueblo Museum continuing through Sunday, June 22, 2025.

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: May 12, 2025

BY: Dennis Flores
MEMBER OF CITY COUNCIL

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

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

Sent: Saturday, April 12, 2025 at 07:28:57 AM MDT

Subject: Sponsorship for "On the Road" in Pueblo in June

President Aliff and council members Bret Boston, Dennis Flores, Regina Maestri, Sarah Martinez, Roger Gomez and Joe Latino,

On the weekend of June 20th, Colorado Preservation, Inc will be "On the Road" to Pueblo for two days of tours, receptions and dinners to participants from around the state to learn more about Pueblo's history, historical sites, museums, renovations and redevelopment projects.

Expected number of attendees spending the weekend in Pueblo will be between 100 to 150 from around the state of Colorado.

The tours planned for the weekend include one of the Bessemer area with stops at the Steelworks Museum, Coronado Motel, St. John's Church, the AME Church, Gagliano's, and lunch at Eiler's. The east and north side includes the Colorado State Hospital Museum, Pioneer Cemetery, Rosemount Museum, Temple Emanuel, Plaza Verde Park and the murals, and St. Leander's Church. Other tours include a trip to Beulah and the Pueblo Mountain Park and to the farms in the county. Opening events and receptions will be held at El Pueblo Museum, Neon Alley, Riverwalk and the Orman mansion.

The local planning committee includes representatives from the museums, historians, planners, property owners and marketing.

Attached is the sponsorship form with additional information.

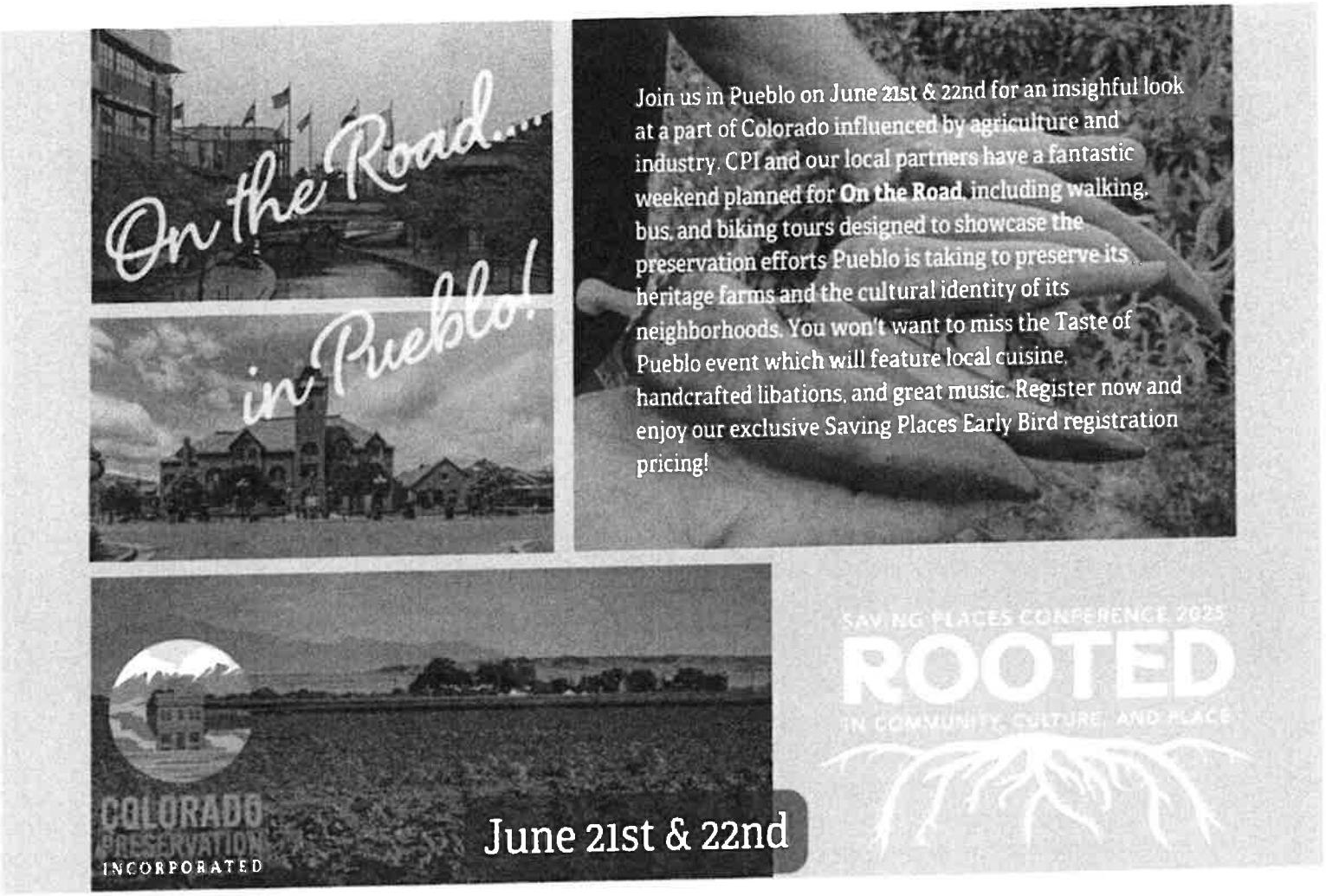
We would the Pueblo City Council to consider a sponsorship at the $1,000 level to help with the underwriting of "On the Road" in Pueblo in June.

Please feel free to contact me if additional information is needed.

Thank you for your consideration in helping to promote Pueblo!!

Corinne Koehler

Co-chair of the local "On the Road" committee



The On the Road Event is a two-day program focusing on the role of historic preservation planning and practice in creating healthy and vibrant communities. There are two primary audiences that attend this event, 1) locals seeking educational/vocational training in historic preservation, and 2) visitors interested in the region's history and treatment of historic resources. Throughout the program, CPI seeks participation from local stakeholders to share information about the area resources in order to understand the unique opportunities and challenges of historic preservation planning/practice.

In order to examine local preservation challenges and opportunities, Colorado Preservation, Inc., (CPI) arranges 4-5 tours to be presented to participants over two days. Join us for a conference that looks at the stories behind the preservation of place, the cultural heritage, and the context behind some of our most well-known, and overlooked communities!

For more information on becoming a sponsor, please contact Stephanie Bakken, sbakken@coloradopreservation.org

History Colorado
STATE HISTORICAL FUND
Preservation for a New Day

This project is paid for in part by a History Colorado State Historical Fund grant

Sponsor Levels

On-the-Road Sponsor – $2,000

- Six (6) complimentary conference registrations
- Sponsor marketing materials included in Conference Packet and website (higher levels receive larger logo placement on CPI materials)
- Opportunity for sponsor to address attendees during welcome session
- Sponsor offers and promotions advertised to attendees

Taste of Pueblo Sponsor – $1,500

- Five (5) complimentary conference registrations
- Sponsor marketing materials included in Conference Packet and website (higher levels receive larger logo placement on CPI materials)
- Opportunity for sponsor to address attendees during Taste of Pueblo
- Sponsor offers and promotions advertised to attendees
- Sponsor signs at food tables

Lanyard / Bag Sponsor – $1,000 (Must be confirmed by May 23, 2025)(Two available)

- Four (4) complimentary conference registrations
- Sponsor marketing materials included in Conference Packet and website (higher levels receive larger logo placement on CPI materials)
- Logo used on conference lanyards or bags
- Sponsor offers and promotions advertised to attendees

Partner Sponsor – $800

- Four (4) complimentary conference registrations
- Sponsor marketing materials included in Conference Packet and website (higher levels receive larger logo placement on CPI materials)
- Sponsor offers and promotions advertised to attendees

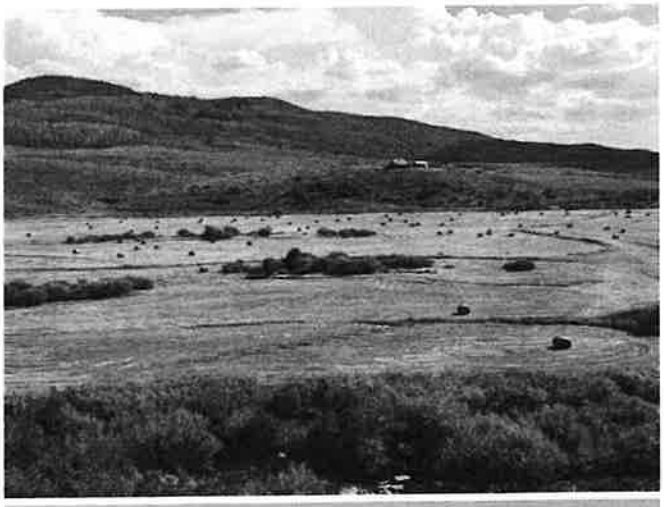
Supporter Sponsor – $500

- Two (2) complimentary conference registrations
- Sponsor marketing materials included in Conference Packet and webite

Honoring the Past, Inspiring Tomorrow: Join CPI on the Road!

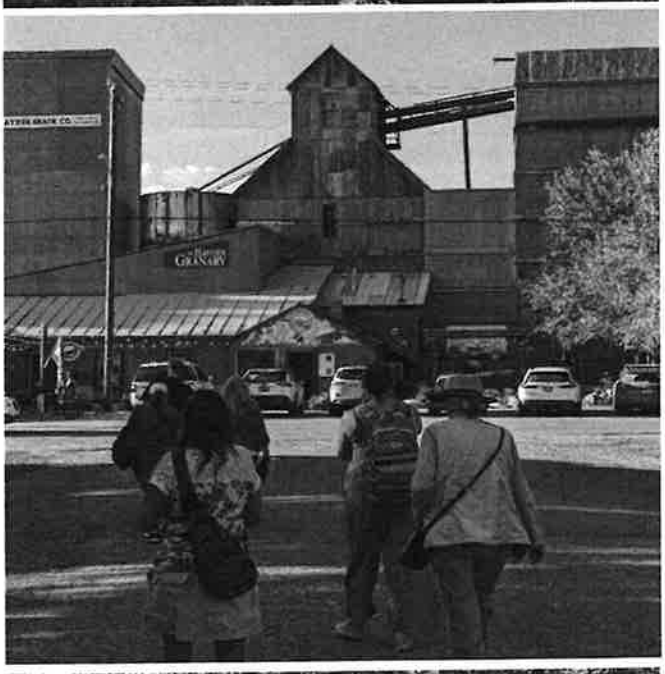
Photos from On the Road in Steamboat Springs (September 2024)









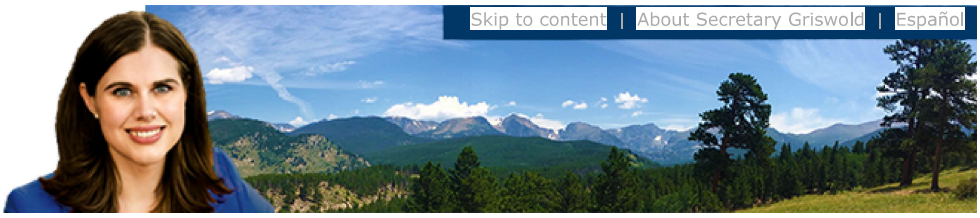




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Details			
Name	COLORADO PRESERVATION INC.		
Status	Good Standing	**Formation date**	01/16/1985
ID number	19871602619	**Form**	Nonprofit Corporation
Periodic report month	January	**Jurisdiction**	Colorado
Principal office street address	1420 N Ogden St Ste 104, Denver, CO 80218, US		
Principal office mailing address	1420 N Ogden St Ste 104, Denver, CO 80218, US		

Registered Agent	
Name	Colorado Preservation, Inc.
Street address	1420 N Ogden St Ste 104, Denver, CO 80218, US
Mailing address	1420 N Ogden St Ste 104, Denver, CO 80218, US

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1/27/25	Mt Carmel Veterans Salute to Heroes		$ 2,000.00		$ 95,000.00
2/10/25	Super Team PCSO St. Baldrick's		$ 1,000.00		$ 94,000.00
2/10/25	Latino Chamber of Commerce Annual Dinner Rio Carnival		$ 1,100.00		$ 92,900.00
2/10/25	Team Pueblo Volleyball		$ 1,000.00		$ 91,900.00
2/10/25	Greater Pueblo Chamber for Delegation from Chihuahua		$ 2,140.12		$ 89,759.88
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4/14/25	Pueblo Zoofari		$ 2,000.00		$ 80,259.88
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4/14/25	Memorial Hall / Pueblo Has Talent		$ 1,900.00		$ 77,359.88
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4/28/25	Mad Fresh Productions - Summer Hip Hop Festival		$ 2,500.00		$ 69,859.88
5/12/25	NALC - Boys and Girls Club		$ 1,000.00		$ 68,859.88
5/12/25	School District 60 Edu. Foundation Inc - Cornhole at Dutch Clark Stadium		$ 1,000.00		$ 67,859.88
5/12/25	Colorado Preservation Inc. - On the Road		$ 1,000.00		$ 66,859.88
					$ 66,859.88
					$ 66,859.88

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Background Paper for Proposed Resolution

COUNCIL MEETING DATE: May 12, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Joe Latino, Councilor

SUBJECT: A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2025 GENERAL FUND BUDGET TO THE NATIONAL ASSOCIATION OF LETTER CARRIERS IN THE AMOUNT OF $1,000 TO SPONSOR THE 5TH ANNUAL GOLF TOURNAMENT AT ELMWOOD GOLF COURSE AT CITY PARK ON JUNE 8, 2025

SUMMARY:

Attached for consideration is a request for support of the National Association of Letter Carriers Pueblo Branch in the amount of $1,000 to sponsor the 5th Annual Golf Tournament at Elmwood Golf Course at City Park on June 8, 2025.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

City Council Member Joe Latino is requesting $1,000 to sponsor the National Association of Letter Carriers Pueblo Branch 5th Annual Golf Tournament. The 5th Annual Golf Tournament will take place on June 8, 2025, at Elmwood Golf Course at City Park. This event promises a day of golf, fun, and a shared commitment to supporting our local Boys and Girls Clubs.

In addition to being the sole representative of city letter carriers employed by the U.S. Postal Service, the National Association of Letter Carriers contributes to countless charities across the nation. Nationally, they hold the nation's largest single-day food drive and have collected more than 1.9 billion pounds of food. In 1952, the National Association of Letter Carriers became the first national sponsor of the Muscular Dystrophy Association and remains a top fundraiser for the organization.

Since 1972, Boys & Girls Clubs of Pueblo County's proven youth development strategy

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has empowered youth and supported families. The Club's after school, all-day Friday, and summer programs provide a positive environment and opportunities to learn and try new things every day. Their work is anchored in their organization's vision — success is within reach of every young person who enters our doors.

FINANCIAL IMPLICATIONS:

Payment of funds in the amount of $1,000 would be paid from the Council Contingencies Account in the 2025 General Fund Budget to National Association of Letter Carriers.

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 Joe Latino.

ATTACHMENTS:

1. Sponsorship Request: NALC - Boys and Girls Club
2. Colorado Secretary of State - NALC - Boys and Girls Club Pulled 4.17.25
3. 2025 Contingencies (Council) NALC Boys and Girls Club

Docusign Envelope ID: ADA7AD16-72DF-4993-8D00-4F9240782242

RESOLUTION NO. 15989

A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2025 GENERAL FUND BUDGET TO THE NATIONAL ASSOCIATION OF LETTER CARRIERS IN THE AMOUNT OF $1,000 TO SPONSOR THE 5TH ANNUAL GOLF TOURNAMENT AT ELMWOOD GOLF COURSE AT CITY PARK ON JUNE 8, 2025

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 2025 General Fund Budget is authorized to be paid to National Association of Letter Carriers Pueblo Branch to sponsor the 5th Annual Golf Tournament at Elmwood Golf Course at City Park on June 8, 2025.

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: May 12, 2025

BY: Brett Boston
MEMBER OF CITY COUNCIL

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

ATTESTED BY: Signed by: Vince Petkosek 330E90D300E24E8...
DEPUTY CITY CLERK

LOCAL 229
1240 Lake Avenue, Pueblo, Colorado 81004

Subject: Corporate Sponsorship Opportunity – 5th Annual NALC Golf Tournament

Dear Sponsor,

I hope this message finds you well. On behalf of the National Association of Letter Carriers Pueblo Branch, we are excited to announce our 5th Annual Golf Tournament, which will be on Sunday, June 8, 2025, at Elmwood Golf Course at City Park, 3900 Thatcher Avenue, Pueblo, Colorado. This premier event promises a day of competitive golf, fun, and a shared commitment to supporting our local Boys & Girls clubs of Pueblo County.

As a distinguished leader in the community, your company has demonstrated a strong commitment to Pueblo, making your partnership an ideal fit for this event. We are reaching out to invite your company to join us as a sponsor for NALC's 5th Annual Golf Tournament, gaining valuable exposure to "community leaders, golf enthusiasts, and potential clients".

Sponsorship Levels: We offer several opportunities to partner with us, including:

- **Diamond Sponsor**: $5000 or more- 1 golf team, display banner, recognition at luncheon and on each table, logo on giveaway bag
- **Platinum Sponsor**: $2500- 1 golf team, display banner, recognition at luncheon and on each table
- **Gold Sponsor**: $1000-Display banner, recognition at luncheon and on each table
- **Silver Sponsor**: $500- Display banner, recognition at luncheon and on each table
- **Bronze Sponsor**: $250- Display banner, recognition at luncheon
- **Hole Sponsor**: $125- Sign displayed with your logo/ name on the green
- **Sponsor a child:** $100 gives a child two weeks of safe, and dependable after school care; 10 hours of leadership training; five kids a healthy snack every day after school for one month; or two children a field trip.
- **In Kind Donation: $ _____ or Auction Item _____**
- **Please respond by May 15, 2025, and make checks payable to: NALC #229, 1240 Lake Avenue, Pueblo, CO 81004**

Your sponsorship will directly contribute to the success of the NALC's Golf Tournament and support our mission to raise funds for the Boys & Girls Clubs of Pueblo County.

We would be honored to partner with you for this exciting event. To confirm your sponsorship, please don't hesitate to reach out to us at the contact below.

Thank you for considering this opportunity, we deeply value your commitment to making a positive impact in our community.

Warm regards,

Your NALC Golf Committee Member

"Making A Difference in Our Community"

Bernie Ortiz
NALC Golf Committee Member
719-821-2151
Phone

LOCAL 229
1240 Lake Avenue,
Pueblo, CO 81004



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Details			
Name	National Association of Letter Carriers Branch 229		
Status	Good Standing	**Formation date**	03/12/2008
ID number	20081138627	**Form**	Nonprofit Corporation
Periodic report month	December	**Jurisdiction**	Colorado
Principal office street address	1240 Lake Ave, Pueblo, CO 81004, United States		
Principal office mailing address	1240 Lake Ave, Pueblo, CO 81004, United States		

Registered Agent	
Name	National Association of Letter Carriers
Street address	1240 Lake Ave, Pueblo, CO 81004, US
Mailing address	1240 Lake Ave, Pueblo, CO 81004, US

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4/14/25	El Movimiento Sigue - Cinco De Mayo		$ 2,000.00		$ 75,359.88
4/14/25	Pueblo Library District Book Lovers Ball and Summer Reading		$ 2,000.00		$ 73,359.88
4/28/25	District 60 - Pueblo Summer Musical		$ 1,000.00		$ 72,359.88
4/28/25	Mad Fresh Productions - Summer Hip Hop Festival		$ 2,500.00		$ 69,859.88
4/17/25	NALC - Boys and Girls Club		$ 1,000.00		$ 68,859.88
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City Clerk's Office Item # R1

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: May 12, 2025

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, ACCEPTING AND AUTHORIZING THE MAYOR TO EXECUTE A PURCHASE ORDER FROM THE STATE OF COLORADO BY AND THROUGH THE COLORADO ENERGY OFFICE WHICH PROVIDES FUNDING IN THE AMOUNT OF $120,000.00, ESTABLISHING PROJECT ACCOUNT CI2509 - PUBLIC WORKS ENERGY COORDINATOR, TRANSFERRING $6,779.00 FROM THE 2025 PUBLIC WORKS DEPARTMENT OPERATING BUDGET (10140103 51060) INTO PROJECT ACCOUNT CI2509, AND BUDGETING AND APPROPRIATING A TOTAL AMOUNT OF $126,779.00 INTO PROJECT ACCOUNT CI2509

SUMMARY:

This ordinance accepts a small dollar grant in the form of a purchase order from the Colorado Energy Office in the amount of $120,000.00 for the purpose acquiring the services of an energy coordinator. This award requires the City of Pueblo to match $6,779.00 which will be provided by transfer from the 2025 Public Works Department Operating Budget (10140103 51060). The grant award allocated to the project and the City's match amount will total $126,779.00, which will be budgeted and appropriated into Project Account CI2509 - Public Works Energy Coordinator.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

This Ordinance approves the acceptance of funds in the amount of $120,000.00 from the Colorado Energy Office for the purpose of acquiring the services of an energy coordinator to assist the Public Works Department with various energy-related work. Currently, Public Works is executing an Energy Performance Contract which will identify energy-saving opportunities through the performance of an investment-grade audit which may serve as the baseline for seeking funding for future capital projects to

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upgrade certain facility systems, components, and equipment using cost savings from energy consumption reductions to fund those upgrades. Public Works is also implementing a new software system to collect and analyze energy consumption data on City-owned facilities. This software ("Energy Manager") will facilitate monitoring of energy consumption, analysis of energy trends for each building/meter, and identification of future energy-saving opportunities. Through this grant, the Energy Coordinator will be able to assist the Department with these efforts and other energy-related matters over the next 12-18 months.

FINANCIAL IMPLICATIONS:

Project Account CI2509 will be established and funds totaling $126,779.00 are budgeted and appropriated for the project. The amount of $120,000.00 shall be from a small dollar grant in the form of a purchase order from the Colorado Energy Office. The City's required match amount of $6,779.00 shall be transferred into Project Account CI509 from the 2025 Public Works Department Operating Budget (10140103 51060).

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

Failure to approve the ordinance would preclude the City from being able to execute the project.

RECOMMENDATION:

Approval of the ordinance.

ATTACHMENTS:

1. CEO POGG1 25-1178 City of Pueblo (002)

Docusign Envelope ID: E93A1116-76C2-4A83-855A-BBBCDFCF64B9

ORDINANCE NO. 10942

AN ORDINANCE APPROVING, ACCEPTING AND AUTHORIZING THE MAYOR TO EXECUTE A PURCHASE ORDER FROM THE STATE OF COLORADO BY AND THROUGH THE COLORADO ENERGY OFFICE WHICH PROVIDES FUNDING IN THE AMOUNT OF $120,000.00, ESTABLISHING PROJECT ACCOUNT CI2509 - PUBLIC WORKS ENERGY COORDINATOR, TRANSFERRING $6,779.00 FROM THE 2025 PUBLIC WORKS DEPARTMENT OPERATING BUDGET (10140103 51060) INTO PROJECT ACCOUNT CI2509, AND BUDGETING AND APPROPRIATING A TOTAL AMOUNT OF $126,779.00 INTO PROJECT ACCOUNT CI2509

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

SECTION 1.

Project Account CI2509 - Public Works Energy Coordinator, is hereby established.

SECTION 2.

Funds in the amount of $6,779.00 are hereby transferred from the 2025 Public Works Department Operating Budget (10140103 51060) and deposited into Project Account CI2509.

SECTION 3.

This small dollar grant purchase order no. POGG1,EFAA,202500001178 dated March 4, 2025, providing funds in the amount of $120,000.00 from the State of Colorado by and through the Colorado Energy Office is hereby accepted. The Mayor is authorized to execute said purchase order for and on behalf of the City, and the City Clerk is authorized to affix the seal of the City thereto and attest same.

SECTION 4.

Funds in the total amount of $126,779.00 are hereby budgeted and appropriated in Project Account CI2457.

SECTION 5.

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.

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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 April 28, 2025.

Final adoption of Ordinance by City Council on May 12, 2025.

DocuSigned by:
Mark Cliff
B7A4E51823AB462...
President of City Council

Action by the Mayor:

☐ Approved on 5/13/2025 | 12:26 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:
Vince Petkosek
330F90D300E24F8...
Deputy City Clerk

STATE OF COLORADO

Office of the Governor
Colorado Energy Office

ORDER

Number: POGG1,EFAA,202500001178
Date: 3/4/25
Description:
EECBG Grant - UEI: NJK3BNUDRHJ7

Effective Date:
Expiration Date:

*******IMPORTANT*******

The order number and line number must appear on all invoices, packing slips, cartons, and correspondence.

BILL TO

Colorado Energy Office - Broadway
1600 Broadway
Suite 1960
Denver, CO 80202

BUYER

Buyer:
Email:

VENDOR

CITY OF PUEBLO
PO BOX 1427
PUEBLO, CO 81002-1427

Contact: finance dept eft remits
Phone:

SHIP TO

Colorado Energy Office - Broadway
1600 Broadway
Suite 1960
Denver, CO 80202

SHIPPING INSTRUCTIONS

Delivery/Install Date:
FOB:

VENDOR INSTRUCTIONS

EXTENDED DESCRIPTION

Exhibit A, Statement of Work, and Exhibit B, DOE Special Terms and Conditions are attached hereto and incorporated by reference herein.

Line Item	Commodity/Item Code	UOM	QTY	Unit Cost	Total Cost	MSDS Req.
1			0	0.00	$120,000.00	☐

Description: Grant Commodity

Service From: 03/03/25 Service To: 08/31/27

TERMS AND CONDITIONS

https://www.colorado.gov/osc/purchase-order-terms-conditions

DOCUMENT TOTAL = $120,000.00

Exhibit A – Statement of Work

I. Project Background and Description

The State of Colorado's Energy Office (CEO or State hereafter) was awarded funding from the U.S. Department of Energy (DOE) for funding under its Energy Efficiency and Conservation Block Grant (EECBG) program which provides local governments in Colorado with staff capacity support to enable projects and programs that reduce greenhouse gas (GHG) emissions. This work is consistent with DOE's stated Energy Efficiency and Renewable Energy (EERE) efforts. Grantee was awarded as a result of the competitive CEO Energy Efficiency and Conservation Block Grant Application.

Because this work is also consistent with the CEO mission and helps advance the Colorado Greenhouse Gas Pollution Reduction Roadmap 2.0, CEO agrees to provide grant funds to the **City of Pueblo** (Grantee hereafter) to hire a full-time "Public Works Energy Coordinator." For the purposes of this Statement of Work, the DOE EECBG funding, and CEO communications, the position will be referred to as the title of "Sustainability Project Coordinator," but locally, the Grantee can decide to change the title as it likes. For the City of Pueblo, the title will be Public Works Energy Coordinator although CEO's standard title is used throughout and for the remainder of this SOW for consistency across EECBG Grantees. The Sustainability Project Coordinator will add staff support to local government for the GHG reduction activities outlined in the sections and tasks below.

CEO expects the Sustainability Project Coordinator to serve for at least eighteen months but recognizes that may extend longer based on the grant amount and salary. CEO will fund the Grantee for a minimum of eighteen months, or until funds are exhausted, not to exceed the August 31, 2027 grant term. The State may either extend or terminate this Agreement as noted in the *Small Dollar Award Term* section below. If

the Grantee has completed all tasks, it may also request to terminate this Agreement sooner. These funds must be used for the stated purpose in this Statement of Work (SOW) and cannot supplant funding for existing staff. Grant funds shall be used to add staff capacity toward advancing local actions to reduce local GHG emissions. The Grantee is required to identify how they will sustain these positions after the grant funding period ends.

II. Work Tasks, Deliverables, and Timeline

No good or service that will request reimbursement can be ordered or performed prior to the execution date of this Agreement. Any work product deliverables must comply with the State of Colorado accessibility technical standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), currently WCAG 2.1.

The Grantee shall perform the following work tasks and provide the following deliverables to CEO, subject to the CEO's final approval and discretion. All final deliverables must adhere to the most recent published version of the Colorado Governor's Office of Information Technology (OIT) Accessibility Technical Standards.

Using these funds, the Grantee is responsible for hiring a position to add staff capacity that will ultimately perform the duties noted in this Statement of Work. In cases where a consultant is needed to support efforts due to an unsuccessful hiring process or for other reasons, CEO can allow for the use of a contractor (e.g. vendor; consultant). However, per CEO's EECBG grant award from DOE, the Grantee will still need to identify how it will sustain the position after the grant funding period.

Because CEO grant funding cannot supplant existing staff, reimbursement for any tasks listed below are not expected to be reimbursable until a Sustainability Project Coordinator is hired. This requirement and other actions associated with this funding are detailed below.

Task 1 - Project Communication

Description/Subtasks:

- Task 1.1

  Within one month of the Small Dollar Grant Award Effective Date, the Grantee shall work to set a kick-off meeting with CEO to outline initial planning, reporting, hiring process and the plan for monthly communication including reporting and phone calls.

- Task 1.2

  Monthly check-in calls are required with CEO each month by the end of the month and must be established by the Grantee. If CEO determines monthly meetings need to be held more or less frequently, CEO will communicate that in writing to the Grantee and a new schedule (e.g. bimonthly) will be established. The first monthly call that takes place after the new Sustainability Project Coordinator has been hired will serve to reiterate information shared at the kickoff meeting, current project status and next steps. Monthly check-in calls shall be supported by short written reports as detailed in the following task.

- Task 1.3

  To fulfill obligations to CEO, monthly reports will be required and quarterly reports will be required to fulfill obligations to DOE. The Grantee will provide both monthly and quarterly reports to CEO. Monthly reports will be due no later than 7 days after the end of the month while quarterly reports will be due by the 10th of the month following the end of the previous quarter. For example, if the first quarter ends on March 31, the report for the first quarter will be due by April 10th. The second quarter report would be due three months later on July 10th, and every three months thereafter through the end of the life of the grant. Monthly and quarterly reports shall, at a minimum consist of the following:
    - Project/grant status and whether or not work in on-track or behind
    - Description of the deliverables and tasks completed

- Budget spent and remaining budget
- Any findings and/or developed goals
- Any unanticipated outcomes or roadblocks
- Next steps in the project

Summary of Task 1 Deliverables

- **Grantee Kickoff Meeting** - scheduled within one month of the Small Dollar Grant Award Effective Date as described in Task 1.1.
- **Monthly Calls** - scheduled within one month of the Small Dollar Grant Award and every month after as described in Task 1.2.
- **Monthly and Quarterly Reports** - monthly reports are sent monthly and quarterly reports will be sent every three months as described in Task 1.3.

Task 2 - Hire the Sustainability Project Coordinator

Description/Subtasks:

Within six months of the Small Dollar Grant Award Effective Date, the Grantee shall hire a Sustainability Project Coordinator as either a staff position or a contractor to carry out the duties in this Statement of Work. The Grantee will provide an update to CEO on whether a staff person or contractor is being hired to carry out the duties of the position. For the purposes of this Statement of Work, the DOE EECBG funding, and CEO communications, the position will be referred to as the Sustainability Project Coordinator, but locally the Grantee can decide to change the title as it likes.

Summary of Task 2 Deliverables

- **Hire Sustainability Project Coordinator** - within six months of Small Dollar Grant Award Effective Date.

Task 3 - Development of a Work Plan and Implementation Goals

Description/Subtasks:

Within six months from the time the Sustainability Project Coordinator is hired, the Grantee shall develop a work plan to advance local GHG reductions. This does not need to be a highly produced report and can be presented to CEO in whatever format (e.g. spreadsheet, Google document, PDF) the Grantee prefers and saves the Grantee time as long as it provides a high-level overview of the Grantee GHG reduction (or similar sustainability) efforts and the intended focus of the Sustainability Project Coordinator as discussed in the further below.

The work plan may consider local initiatives such as:

- Any local work done to date to quantify and target GHG emissions.
- Any related city policies, programs and incentives for specific sectors (e.g. transportation, building decarbonization, waste and recycling, land use, etc.)
- Any energy use benchmarks and/or any locally promoted certification programs (e.g. Leadership in Energy and Environmental Design or LEED).
- Any existing stated goals for the reduction of GHGs and any baseline data.
- Any related educational, marketing, outreach, training or similar efforts that work with the public, commercial properties, etc.
- Any state, local and federal grants or loans (e.g. EERE loans) opportunities the Grantee may consider pursuing to sustain this work.

If the Grantee has already developed a document that can serve as a work plan (e.g. sustainability plan, climate plan, the Sustainability Project Coordinator job description, or similar document), no new work plan needs to be created. However, the Grantee will need to submit the identified document to CEO. In all cases, the Grantee's submitted work plan must either include or be supported by an addendum that provides a set of

clearly summarized goals the Grantee envisions it will have the Sustainability Project Coordinator pursue using this funding.

Summary of Task 3 Deliverables

- **Submit Work Plan** - within six months of Sustainability Project Coordinator hire.

Task 4 - Implementation of Work Plan Goals

Description/Subtasks:

Upon being hired, the Sustainability Project Coordinator shall begin implementing local goals to reduce energy use and reduce GHG emissions pursuant to or in conjunction with the development of the work plan (or document submitted in lieu). Local goals that are actively being pursued do not need to pause, be put on hold or otherwise wait for the work plan to be completed and submitted to CEO. However, those efforts shall be included in the goals of the work plan once it is submitted to CEO.

The intent is for CEO and the Grantee to have a shared understanding of the initiatives the Sustainability Project Coordinator will be focusing on. CEO understands these goals can change and may be added to over time which can be communicated to CEO during check-ins, monthly reports and quarterly reports.

Summary of Task 4 Deliverables

- **Implement Work Plan Goals** - through the life of the grant.

Task 5 Final Report of Successes and Plan to Secure Position

Description/Subtasks:

As part of closing out the grant award, a summary of the work that has been accomplished, successes of the program, and progress toward goals stated in the work plan shall be provided to CEO. This shall include a summary of any tracked data. It shall

also include a statement as to how the Grantee has identified opportunities to progress or sustain the Sustainability Project Coordinator position after the grant term. CEO will review the submitted draft and provide any comments within one week. The Grantee shall submit a final report that reflects CEO's comments prior to submitting the final invoice.

Summary of Task 5 Deliverables

- **Provide Final Report** - by the end of the grant term.

Summary of All Task 1 - 5 Deliverables

Task	Task Description
Task 1	● 1.1 Grantee Kickoff Meeting - scheduled within one month of Small Dollar Grant Award Effective Date. ● 1.2 Monthly Calls - scheduled within one month of Small Dollar Grant Award Effective Date; every month after. ● 1.3 Quarterly Reports - sent April 10th and every three months thereafter.
Task 2	Hire Sustainability Project Coordinator - within six months of Small Dollar Grant Award Effective Date.
Task 3	Submit a Work Plan - within six months of hiring Sustainability Project Coordinator.
Task 4	Implement Work Plan Goals - through the life of the grant.
Task 5	Provide Final Report - by the end of the grant term.

III. Principal Representatives

Each individual identified below shall be the Principal Representative of the designating Party. The Grantee shall immediately notify the State if the Grantee's Principal Representative ceases to serve. Provided there is a good-faith reason for the change, if the Grantee wishes to replace its Principal Representative, it shall notify the State and seek its approval. Such approval is at the State's sole discretion, as the State issued this Agreement is, in part, reliant on the Grantee's representations regarding its Principal Representative. Such notice shall specify why the change is necessary, who the proposed replacement will be, what their qualifications are, how the Grantee plans to ensure quality assurance and quality control of the program, and when the change would take effect. Anytime the Grantee's Principal Representative ceases to serve, the State, in its sole discretion, may direct the Grantee to suspend work until such time as their replacements are approved by CEO.

A. State:

Colorado Energy Office

Program Manager:

Eric Lowe, Local Government Project Manager

eric.lowe@state.co.us

720.653.4396

1600 Broadway, Suite 1930

Denver, CO 80202

B. Grantee:

Primary Grantee (Lead Applicant):

City of Pueblo

Andrew Hayes

Director of Public Works

ahayes@pueblo.us

719-553-2295

Upon the Grantee hiring a Sustainability Project Coordinator, the Grantee shall provide CEO with the new hire's name, title, phone number, and email.

IV. Acceptance Criteria

CEO shall determine whether deliverables meet the task requirements outlined in this Exhibit A, Statement of Work. The Grantee shall provide professional, high-quality deliverables that have gone through an internal quality assurance process. If the deliverables, invoices, and reports are inadequate, the CEO Program Manager(s) shall notify the Grantee with a request to correct, modify, or replace as needed.

V. Reporting

As noted in the tasks above, the Grantee shall provide verbal and written progress reports to CEO monthly and produce/submit quarterly reports to CEO. These shall include descriptions of the work tasks performed, progress made, and budget spent consistent with the requirements stated in the Work Tasks, Deliverables, and Timeline section above. Quarterly reports will be submitted every three months in accordance with Task 1.3 in Section II of this document. Where funds have been spent, reports shall be accompanied by an invoice for services rendered and shall be submitted to CEO by the 10th day of the following month for which the work was completed.

VI. Budget

The maximum amount payable under this Agreement to the Grantee by CEO shall be **$120,000** as determined by the State from available funds. Budget changes of 10% or less may be made between tasks without written pre-approval from CEO program manager.

The funds issued through this Agreement will cover the following:

	Calendar Year 1	**Calendar Year 2**	**Total**
Expenses		(6 months)	
Personnel/Labor			
Energy Project Coordinator 1.0 FTE			
Salary/Wages (2.8% COLI annually)	65,420	33,626	$99,046
Fringe Benefits (28% of salary)	18,318	9,415	$27,733
Total Expenses:	**83,738**	**43,041**	**$126,779**

*City of Pueblo will cover the remaining $6,779 and intends to work with City Council to permanently fund this position after 18 months

VII. Payment

Payments shall be made in accordance with the provisions set forth in this Statement of Work and Small Dollar Grant Award. The State shall pay Grantee the reasonable, allocable, and allowable costs for work performed based on satisfactory progress of the work defined in this Small Dollar Grant Award.

The Grantee shall invoice based on completion of deliverables outlined in the *Work Tasks, Deliverables, and Timeline* section. Alternatively, the Grantee can invoice CEO based on a time and materials basis, as stated in the *Budget* section, according to the task and deliverable budget above.

The Grantee shall be compensated only for work and services performed by Grantee as outlined in this Statement of Work and accepted by the CEO pursuant to the terms of this Small Dollar Grant Award. Payment shall also be contingent upon CEO's timely receipt and acceptance of required reports described herein.

The Grantee shall be reimbursed no more than once a month based on the submission of the Grantee's invoice and progress report. The progress report will provide detail of the work performed on each task or deliverable. The progress report shall substantiate the amounts on the invoice for each task/deliverable. The Grantee shall bill on a monthly salary basis (or on an hourly basis for contracted work) for work completed across tasks according to the budget provided above.

VIII. Small Dollar Grant Award Term

Grantee shall begin work upon the later of the Small Dollar Grant Award Service From Date as shown on the cover page of this Small Dollar Grant Award or upon the Grantee's acceptance of this Agreement. This Agreement shall terminate on August 31, 2027 unless sooner terminated or further extended as specified elsewhere herein. Any extensions will be contingent upon the CEO receiving written federal approval from DOE and will be communicated to the Grantee in writing if allowed. In cases where approval of an extension from DOE is granted, it is expected to only provide one additional year from the stated Agreement termination date and the Grantee will not be officially awarded an extension until such time as CEO updates and provides an amended Small Dollar Grant Award to the Grantee.

Special Terms and Conditions

Colorado Energy Office ("Recipient"), which is identified in Block 5 of the Assistance Agreement, and the Office of State and Community Energy Programs ("SCEP"), and Energy Efficiency and Conservation Block Grant Program ("EECBG"), an office within the United States Department of Energy ("DOE"), enter into this Award, referenced above, to achieve the project objectives and the technical milestones and deliverables stated in Attachment 1 to this Award.

This Award consists of the following documents, including all terms and conditions therein:

	Assistance Agreement
	Special Terms and Conditions
Attachment 1	Activity File
Attachment 2	Federal Assistance Reporting Checklist and Instructions
Attachment 3	Budget Information SF-424A
Attachment 4	Intellectual Property Provisions
Attachment 5	Energy Efficiency and Conservation Strategy

The following are incorporated into this Award by reference:

- DOE Assistance Regulations, 2 CFR part 200 as amended by 2 CFR part 910 at http://www.eCFR.gov.
- National Policy Requirements (November 12, 2020) at http://www.nsf.gov/awards/managing/rtc.jsp.
- The Recipient's application/proposal as approved by SCEP.
- Public Law 117-58, also known as the Bipartisan Infrastructure Law (BIL).

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Subpart A. General Provisions

Term 1. Legal Authority and Effect

A DOE financial assistance award is valid only if it is in writing and is signed, either in writing or electronically, by a DOE Contracting Officer.

The Recipient may accept or reject the Award. A request to draw down DOE funds or acknowledgement of award documents by the Recipient's authorized representative through electronic systems used by DOE, specifically FedConnect, constitutes the Recipient's acceptance of the terms and conditions of this Award. Acknowledgement via FedConnect by the Recipient's authorized representative constitutes the Recipient's electronic signature.

Term 2. Flow Down Requirement

The Recipient agrees to apply the terms and conditions of this Award, as applicable, including the Intellectual Property Provisions, to all subrecipients (and subcontractors, as appropriate), as required by 2 CFR 200.101, and to require their strict compliance therewith. Further, the Recipient must apply the Award terms as required by 2 CFR 200.327 to all subrecipients (and subcontractors, as appropriate), and to require their strict compliance therewith.

Term 3. Compliance with Federal, State, and Municipal Law

The Recipient is required to comply with applicable Federal, state, and local laws and regulations for all work performed under this Award. The Recipient is required to obtain all necessary Federal, state, and local permits, authorizations, and approvals for all work performed under this Award.

Term 4. Inconsistency with Federal Law

Any apparent inconsistency between Federal statutes and regulations and the terms and conditions contained in this Award must be referred to the DOE Award Administrator for guidance.

Term 5. Federal Stewardship

SCEP will exercise normal Federal stewardship in overseeing the project activities performed under this Award. Stewardship activities include, but are not limited to, conducting site visits; reviewing performance and financial reports; providing technical assistance and/or temporary intervention in unusual circumstances to address deficiencies that develop during the project; assuring compliance with terms and conditions; and reviewing technical performance after project completion to ensure that the project objectives have been accomplished.

Term 6. NEPA Requirements

DOE must comply with the National Environmental Policy Act (NEPA) prior to authorizing the use of Federal funds. Based on all information provided by the Recipient, SCEP has made a NEPA determination by issuing a categorical exclusion (CX) for all activities listed in the Activity

File approved by the Contracting Officer and the DOE NEPA Determination. The Recipient is thereby authorized to use Federal funds for the defined project activities, subject the Recipient's compliance with the conditions stated below and except where such activity is subject to a restriction set forth elsewhere in this Award.

Condition(s):

1. This NEPA Determination only applies to activities funded by the Administrative and Legal Requirements Document (ALRD) for the EECBG Program Formula Infrastructure Investment and Jobs Act (EECBG Formula - IIJA) awarded to non-tribal recipients proposing non-ground disturbing activities within states that have a DOE executed Historic Preservation Programmatic Agreement.
2. Activities not listed under "Blueprints and additional activities" within this NEPA determination are subject to additional NEPA review and approval by DOE. For activities requiring additional NEPA review, Recipients must complete the environmental questionnaire (EQ-1) found at https: //www.eere-pmc.energy.gov/NEPA.aspx and receive notification from DOE that the NEPA review has been completed and approved by the Contracting Officer prior to initiating the project or activities.
3. Activities proposed on tribal lands or tribal properties would be restricted to homes/buildings less than forty-five (45) years old and without ground disturbance. Recipients must contact the DOE Project Officer for a Historic Preservation Worksheet to request a review of activities that are listed below on tribal homes/buildings forty-five (45) years and older and/or ground disturbing activities. The DOE NEPA team must review the Historic Preservation Worksheet and notify the Recipient's DOE Project Officer before activities listed on the Historic Preservation Worksheet may begin.
4. This authorization does not include activities where the following elements exist: extraordinary circumstances; cumulative impacts or connected actions that may lead to significant effects on the human environment; or any inconsistency with the "integral elements" (as contained in 10 CFR Part 1021, Appendix B) as they relate to a particular project.
5. The Recipient must identify and promptly notify DOE of extraordinary circumstances, cumulative impacts or connected actions that may lead to significant effects on the human environment, or any inconsistency with the "integral elements" (as contained in 10 CFR Part 1021, Appendix B) as they relate to project activities.
6. Recipients must have a DOE executed Historic Preservation Programmatic Agreement and adhere to the terms and restrictions of its DOE executed Historic Preservation Programmatic Agreement. DOE executed Historic Preservation Programmatic Agreements are available at https://www.energy.gov/node/812599.
7. Recipients are responsible for reviewing the online NEPA and Historic preservation training at www.energy.gov/node/4816816 and contacting EECBG.NEPA@ee.doe.gov with any EECBG NEPA or historic preservation questions.

8. Recipients are required to submit an annual Historic Preservation Report in the Performance and Accountability for Grants in Energy system (PAGE) at https://www.page.energy.gov/default.aspx.
9. Most activities listed under "Blueprints and additional activities" within this NEPA determination are more restrictive than the Categorical Exclusion. The restrictions included in the "Blueprints and additional activities" must be followed.
10. This authorization excludes any activities that are otherwise subject to a restriction set forth elsewhere in the award.

This authorization is specific to the project activities and locations as described in the Activity File approved by the Contracting Officer and the DOE NEPA Determination.

If the Recipient later intends to add to or modify the activities or locations as described in the approved Activity File and the DOE NEPA Determination, those new activities/locations or modified activities/locations are subject to additional NEPA review and are not authorized for Federal funding until the Contracting Officer provides written authorization on those additions or modifications. Should the Recipient elect to undertake activities or change locations prior to written authorization from the Contracting Officer, the Recipient does so at risk of not receiving Federal funding for those activities, and such costs may not be recognized as allowable cost share.

Term 7. Notice Regarding the Purchase of American-Made Equipment and Products – Sense of Congress

It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available under this Award should be American-made.

Term 8. Reporting Requirements

The reporting requirements for this Award are identified on the Federal Assistance Reporting Checklist, attached to this Award. Failure to comply with these reporting requirements is considered a material noncompliance with the terms of the Award. Noncompliance may result in withholding of future payments, suspension, or termination of the current award, and withholding of future awards. A willful failure to perform, a history of failure to perform, or unsatisfactory performance of this and/or other financial assistance awards, may also result in a debarment action to preclude future awards by Federal agencies.

Term 9. Lobbying

By accepting funds under this Award, the Recipient agrees that none of the funds obligated on the Award shall be expended, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress, other than to communicate to Members of Congress as described in 18 U.S.C. § 1913. This restriction is in addition to those prescribed elsewhere in statute and regulation.

Term 10. Publications

The Recipient is required to include the following acknowledgement in publications arising out of, or relating to, work performed under this Award, whether copyrighted or not:

- *Acknowledgment:* "This material is based upon work supported by the U.S. Department of Energy's Office of State and Community Energy Programs (SCEP) under the Energy Efficiency and Conservation Block Grant Program (EECBG) Award Number DE-SE0000194."

- *Full Legal Disclaimer:* "This report was prepared as an account of work sponsored by an agency of the United States Government. Neither the United States Government nor any agency thereof, nor any of their employees, makes any warranty, express or implied, or assumes any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, apparatus, product, or process disclosed, or represents that its use would not infringe privately owned rights. Reference herein to any specific commercial product, process, or service by trade name, trademark, manufacturer, or otherwise does not necessarily constitute or imply its endorsement, recommendation, or favoring by the United States Government or any agency thereof. The views and opinions of authors expressed herein do not necessarily state or reflect those of the United States Government or any agency thereof."

  Abridged Legal Disclaimer: "The views expressed herein do not necessarily represent the views of the U.S. Department of Energy or the United States Government."

  Recipients should make every effort to include the full Legal Disclaimer. However, in the event that recipients are constrained by formatting and/or page limitations set by the publisher, the abridged Legal Disclaimer is an acceptable alternative.

Term 11. No-Cost Extension

As provided in 2 CFR 200.308, the Recipient must provide the Contracting Officer with notice in advance if it intends to utilize a one-time, no-cost extension of this Award. The notification must include the supporting reasons and the revised period of performance. The Recipient must submit this notification in writing to the Contracting Officer and DOE Technology Manager/ Project Officer at least 30 days before the end of the current budget period.

Any no-cost extension will not alter the project scope, milestones, deliverables, or budget of this Award.

Term 12. Property Standards

The complete text of the Property Standards can be found at 2 CFR 200.310 through 200.316. Also see 2 CFR 910.360 for additional requirements for real property and equipment for For-Profit recipients.

Term 13. Insurance Coverage

See 2 CFR 200.310 for insurance requirements for real property and equipment acquired or improved with Federal funds. Also see 2 CFR 910.360(d) for additional requirements for real property and equipment for For-Profit recipients.

Term 14. Real Property

Subject to the conditions set forth in 2 CFR 200.311, title to real property acquired or improved under a Federal award will conditionally vest upon acquisition in the non-Federal entity. The non-Federal entity cannot encumber this property and must follow the requirements of 2 CFR 200.311 before disposing of the property.

Except as otherwise provided by Federal statutes or by the Federal awarding agency, real property will be used for the originally authorized purpose as long as needed for that purpose. When real property is no longer needed for the originally authorized purpose, the non-Federal entity must obtain disposition instructions from DOE or pass-through entity. The instructions must provide for one of the following alternatives: (1) retain title after compensating DOE as described in 2 CFR 200.311(c)(1); (2) Sell the property and compensate DOE as specified in 2 CFR 200.311(c)(2); or (3) transfer title to DOE or to a third party designated/approved by DOE as specified in 2 CFR 200.311(c)(3).

See 2 CFR 200.311 for additional requirements pertaining to real property acquired or improved under a Federal award. Also see 2 CFR 910.360 for additional requirements for real property for For-Profit recipients.

Term 15. Equipment

Subject to the conditions provided in 2 CFR 200.313, title to equipment (property) acquired under a Federal award will conditionally vest upon acquisition with the non-Federal entity. The non-Federal entity cannot encumber this property and must follow the requirements of 2 CFR 200.313 before disposing of the property.

A state must use equipment acquired under a Federal award by the state in accordance with state laws and procedures.

Equipment must be used by the non-Federal entity in the program or project for which it was acquired as long as it is needed, whether or not the project or program continues to be supported by the Federal award. When no longer needed for the originally authorized purpose, the equipment may be used by programs supported by DOE in the priority order specified in 2 CFR 200.313(c)(1)(i) and (ii).

Management requirements, including inventory and control systems, for equipment are provided in 2 CFR 200.313(d).

When equipment acquired under a Federal award is no longer needed, the non-Federal entity must obtain disposition instructions from DOE or pass-through entity.

Disposition will be made as follows: (1) items of equipment with a current fair market value of $5,000 or less may be retained, sold, or otherwise disposed of with no further obligation to DOE; (2) Non-Federal entity may retain title or sell the equipment after compensating DOE as described in 2 CFR 200.313(e)(2); or (3) transfer title to DOE or to an eligible third party as specified in 2 CFR 200.313(e)(3).

See 2 CFR 200.313 for additional requirements pertaining to equipment acquired under a Federal award. Also see 2 CFR 910.360 for additional requirements for equipment for For-Profit recipients. See also 2 CFR 200.439 Equipment and other capital expenditures.

Term 16. Supplies

See 2 CFR 200.314 for requirements pertaining to supplies acquired under a Federal award. See also 2 CFR 200.453 Materials and supplies costs, including costs of computing devices.

Term 17. Property Trust Relationship

Real property, equipment, and intangible property, that are acquired or improved with a Federal award must be held in trust by the non-Federal entity as trustee for the beneficiaries of the project or program under which the property was acquired or improved. See 2 CFR 200.316 for additional requirements pertaining to real property, equipment, and intangible property acquired or improved under a Federal award.

Term 18. Record Retention

Consistent with 2 CFR 200.334 through 200.338, the Recipient is required to retain records relating to this Award.

Term 19. Audits

A. Government-Initiated Audits

The Recipient must provide any information, documents, site access, or other assistance requested by SCEP, DOE or Federal auditing agencies (e.g., DOE Inspector General, Government Accountability Office) for the purpose of audits and investigations. Such assistance may include, but is not limited to, reasonable access to the Recipient's records relating to this Award.

Consistent with 2 CFR part 200 as amended by 2 CFR part 910, DOE may audit the Recipient's financial records or administrative records relating to this Award at any time. Government-initiated audits are generally paid for by DOE.

DOE may conduct a final audit at the end of the project period (or the termination of

the Award, if applicable). Upon completion of the audit, the Recipient is required to refund to DOE any payments for costs that were determined to be unallowable. If the audit has not been performed or completed prior to the closeout of the award, DOE retains the right to recover an appropriate amount after fully considering the recommendations on disallowed costs resulting from the final audit.

DOE will provide reasonable advance notice of audits and will minimize interference with ongoing work, to the maximum extent practicable.

B. Annual Independent Audits (Single Audit or Compliance Audit)
The Recipient must comply with the annual independent audit requirements in 2 CFR 200.500 through .521 for institutions of higher education, nonprofit organizations, and state and local governments (Single audit), and 2 CFR 910.500 through .521 for for-profit entities (Compliance audit).

The annual independent audits are separate from Government-initiated audits discussed in part A. of this Term and must be paid for by the Recipient. To minimize expense, the Recipient may have a Compliance audit in conjunction with its annual audit of financial statements. The financial statement audit is **not** a substitute for the Compliance audit. If the audit (Single audit or Compliance audit, depending on Recipient entity type) has not been performed or completed prior to the closeout of the award, DOE may impose one or more of the actions outlined in 2 CFR 200.339, Remedies for Noncompliance.

Term 20. Indemnity

The Recipient shall indemnify DOE and its officers, agents, or employees for any and all liability, including litigation expenses and attorneys' fees, arising from suits, actions, or claims of any character for death, bodily injury, or loss of or damage to property or to the environment, resulting from the project, except to the extent that such liability results from the direct fault or negligence of DOE officers, agents or employees, or to the extent such liability may be covered by applicable allowable costs provisions.

Term 21. Foreign National Participation

If the Recipient (including any of its subrecipients and contractors) anticipates involving foreign nationals in the performance of the Award, the Recipient must, upon DOE's request, provide DOE with specific information about each foreign national to ensure compliance with the requirements for participation and access approval. The volume and type of information required may depend on various factors associated with the Award. The DOE Contracting Officer will notify the Recipient if this information is required.

DOE may elect to deny a foreign national's participation in the Award. Likewise, DOE may elect to deny a foreign national's access to a DOE sites, information, technologies, equipment, programs or personnel.

Term 22. Post-Award Due Diligence Reviews

During the life of the Award, DOE may conduct ongoing due diligence reviews, through Government resources, to identify potential risks of undue foreign influence. In the event, a risk is identified, DOE may require risk mitigation measures, including but not limited to, requiring an individual or entity not participate in the Award.

Subpart B. Financial Provisions

Term 23. Maximum Obligation

The maximum obligation of DOE for this Award is the total "Funds Obligated" stated in Block 13 of the Assistance Agreement to this Award.

Term 24. Refund Obligation

The Recipient must refund any excess payments received from SCEP, including any costs determined unallowable by the Contracting Officer. Upon the end of the project period (or the termination of the Award, if applicable), the Recipient must refund to SCEP the difference between (1) the total payments received from SCEP, and (2) the Federal share of the costs incurred. Refund obligations under this Term do not supersede the annual reconciliation or true up process if specified under the Indirect Cost Term.

Term 25. Allowable Costs

SCEP determines the allowability of costs through reference to 2 CFR part 200 as amended by 2 CFR part 910. All project costs must be allowable, allocable, and reasonable. The Recipient must document and maintain records of all project costs, including, but not limited to, the costs paid by Federal funds, costs claimed by its subrecipients and project costs that the Recipient claims as cost sharing, including in-kind contributions. The Recipient is responsible for maintaining records adequate to demonstrate that costs claimed have been incurred, are reasonable, allowable and allocable, and comply with the cost principles. Upon request, the Recipient is required to provide such records to SCEP. Such records are subject to audit. Failure to provide SCEP adequate supporting documentation may result in a determination by the Contracting Officer that those costs are unallowable.

The Recipient is required to obtain the prior written approval of the Contracting Officer for any foreign travel costs.

Term 26. Indirect Costs

A. Indirect Cost Allocation:

The Recipient has a Federally approved provisional Negotiated Indirect Cost Rate Agreement (NICRA) with a current effective period identified for billing and estimation purposes and it applies uniformly across all Federal awards. These costs

shall be reconciled or trued up (actual incurred costs) on an annual basis with the Recipient's cognizant agency. An updated rate proposal or NICRA is required if the Recipient requests to bill the DOE higher billing rates than those listed in the current NICRA.

B. Fringe Cost Allocation:

Fringe benefit costs have been allocated to this award under a segregated fringe billing rate. The fringe costs were found to be reasonable, allocable, and allowable as reflected in the budget. Fringe elements apply to both direct and indirect labor. Under a segregated cost pool, the fringe billing rate shall be treated as an indirect cost expenditure and must be reconciled annually.

C. Subrecipient Indirect Costs (If Applicable):

The Recipient must ensure its subrecipient's indirect costs are appropriately managed, have been found to be allowable, and comply with the requirements of this Award and 2 CFR Part 200 as amended by 2 CFR Part 910.

D. Indirect Cost Stipulations:

i. Modification to Indirect Cost Billing Rates

SCEP will not modify this Award solely to provide additional funds to cover increases in the Recipient's indirect cost billing rate(s). Adjustments to the indirect cost billing rates must be approved by the Recipient's Cognizant Agency or Cognizant Federal Agency Official.

The Recipient must provide a copy of an updated NICRA or indirect rate proposal to the DOE Award Administrator in order to increase indirect cost billing rates. If the Contracting Officer provides prior written approval, the Recipient may incur an increase in the indirect cost billing rates. Reimbursement will be limited by the budgeted dollar amount for indirect costs for each budget period as shown in Attachment 3 to this Award.

ii. Annual Cost Reconciliation

In accordance with Appendices III-VII of 2 CFR Part 200 or 48 CFR Part 42.7, governing for-profit organizations, the indirect cost billing rates shall be reconciled or trued up (actual incurred costs) on an annual basis via the annual incurred cost proposal within six months after the Recipient's fiscal year end.

iii. Adjustments to Indirect Cost Billing Rates

Following an official audit or adequacy review of the incurred cost proposal, one of the following shall apply:

1. If the Recipient's actual and final annual indirect cost billing rate(s) reflect that Recipient invoiced at higher billing rates than actually incurred, the Recipient must refund the Government the over-recovered amounts.

2. If the Recipient's actual and final annual indirect cost billing rate(s) reflect that the Recipient invoiced at lower billing rates than actually incurred, the Recipient may not be reimbursed for increases in its indirect cost rate, which resulted in an under-recovery. Increased indirect cost billing rates cannot be retroactively applied to the DOE award.

iv. Award Closeout

The closeout of the DOE award does not affect (1) the right of the DOE to disallow costs and recover funds on the basis of a later audit or other review; (2) the requirement for the Recipient to return any funds due as a result of later refunds, corrections or other transactions including final indirect cost billing rate adjustments; and (3) the ability of the DOE to make financial adjustments to a previously closed award resolving indirect cost payments and making final payments.

Term 27. Decontamination and/or Decommissioning (D&D) Costs

Notwithstanding any other provisions of this Award, the Government shall not be responsible for or have any obligation to the Recipient for (1) Decontamination and/or Decommissioning (D&D) of any of the Recipient's facilities, or (2) any costs which may be incurred by the Recipient in connection with the D&D of any of its facilities due to the performance of the work under this Award, whether said work was performed prior to or subsequent to the effective date of the Award.

Term 28. Use of Program Income

If the Recipient earns program income during the project period as a result of this Award, the Recipient must add the program income to the funds committed to the Award and used to further eligible project objectives.

Term 29. Payment Procedures

A. Method of Payment

Payment will be made by reimbursement through the Department of Treasury's ASAP system.

B. Requesting Reimbursement

Requests for reimbursements must be made through the ASAP system.

C. Adjusting Payment Requests for Available Cash

The Recipient must disburse any funds that are available from repayments to and interest earned on a revolving fund, program income, rebates, refunds, contract settlements, audit recoveries, credits, discounts, and interest earned on any of those funds before requesting additional cash payments from SCEP.

D. Payments

All payments are made by electronic funds transfer to the bank account identified on the Bank Information Form that the Recipient filed with the U.S. Department of Treasury.

E. Unauthorized Drawdown of Federal Funds

For each budget period, the Recipient may not spend more than the Federal share authorized to that particular budget period, without specific written approval from the Contracting Officer. The Recipient must immediately refund SCEP any amounts spent or drawn down in excess of the authorized amount for a budget period. The Recipient and subrecipients shall promptly, but at least quarterly, remit to DOE interest earned on advances drawn in excess of disbursement needs, and shall comply with the procedure for remitting interest earned to the Federal government per 2 CFR 200.305, as applicable.

Term 30. Budget Changes

A. Budget Changes Generally

The Contracting Officer has reviewed and approved the SF-424A in Attachment 3 to this Award.

Any increase in the total project cost, whether DOE share or Cost Share, which is stated as "Total" in Block 12 to the Assistance Agreement of this Award, must be approved in advance and in writing by the Contracting Officer.

Any change that alters the project scope, milestones or deliverables requires prior written approval of the Contracting Officer. SCEP may deny reimbursement for any failure to comply with the requirements in this term.

B. Transfers of Funds Among Direct Cost Categories

The Recipient is required to obtain the prior written approval of the Contracting Officer for any transfer of funds among direct cost categories where the cumulative amount of such transfers exceeds or is expected to exceed 10 percent of the total project cost, which is stated as "Total" in Block 12 to the Assistance Agreement of this Award.

The Recipient is required to notify the DOE Technology Manager/Project Officer of

any transfer of funds among direct cost categories where the cumulative amount of such transfers is equal to or below 10 percent of the total project cost, which is stated as "Total" in Block 12 to the Assistance Agreement of this Award.

C. Transfer of Funds Between Direct and Indirect Cost Categories
The Recipient is required to obtain the prior written approval of the Contracting Officer for any transfer of funds between direct and indirect cost categories. If the Recipient's actual allowable indirect costs are less than those budgeted in Attachment 3 to this Award, the Recipient may use the difference to pay additional allowable direct costs during the project period so long as the total difference is less than 10% of total project costs and the difference is reflected in actual requests for reimbursement to DOE.

Subpart C. Miscellaneous Provisions

Term 31. Environmental, Safety and Health Performance of Work at DOE Facilities

With respect to the performance of any portion of the work under this Award which is performed at a DOE -owned or controlled site, the Recipient agrees to comply with all State and Federal Environmental, Safety and Health (ES&H) regulations and with all other ES&H requirements of the operator of such site.

Prior to the performance on any work at a DOE-owned or controlled site, the Recipient shall contact the site facility manager for information on DOE and site-specific ES&H requirements.

The Recipient is required apply this provision to its subrecipients and contractors.

Term 32. System for Award Management and Universal Identifier Requirements

A. Requirement for Registration in the System for Award Management (SAM)
Unless the Recipient is exempted from this requirement under 2 CFR 25.110, the Recipient must maintain the currency of its information in SAM until the Recipient submits the final financial report required under this Award or receive the final payment, whichever is later. This requires that the Recipient reviews and updates the information at least annually after the initial registration, and more frequently if required by changes in its information or another award term.

B. Unique Entity Identifier (UEI)
SAM automatically assigns a UEI to all active SAM.gov registered entities. Entities no longer have to go to a third-party website to obtain their identifier. This information is displayed on SAM.gov.

If the Recipient is authorized to make subawards under this Award, the Recipient:

i. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from the Recipient unless the entity has provided its UEI number to the Recipient.

ii. May not make a subaward to an entity unless the entity has provided its UEI number to the Recipient.

C. Definitions

For purposes of this award term:

i. System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM Internet site (currently at https://www.sam.gov).

ii. Unique Entity Identifier (UEI) is the 12-character, alpha-numeric identifier that will be assigned by SAM.gov upon registration.

iii. Entity, as it is used in this award term, means all of the following, as defined at 2 CFR Part 25, subpart C:

1. A Governmental organization, which is a State, local government, or Indian Tribe.
2. A foreign public entity.
3. A domestic or foreign nonprofit organization.
4. A domestic or foreign for-profit organization.
5. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

iv. Subaward:

1. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which the Recipient received this Award and that the Recipient awards to an eligible subrecipient.

2. The term does not include the Recipient's procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.501 Audit requirements, (f) *Subrecipients and Contractors* and/or 2 CFR 910.501 Audit requirements, (f)

Subrecipients and Contractors).

3. A subaward may be provided through any legal agreement, including an agreement that the Recipient considers a contract.

v. Subrecipient means an entity that:

1. Receives a subaward from the Recipient under this Award; and
2. Is accountable to the Recipient for the use of the Federal funds provided by the subaward.

Term 33. Nondisclosure and Confidentiality Agreements Assurances

A. By entering into this agreement, the Recipient attests that it **does not and will not** require its employees or contractors to sign internal nondisclosure or confidentiality agreements or statements prohibiting or otherwise restricting its employees or contactors from lawfully reporting waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

B. The Recipient further attests that it **does not and will not** use any Federal funds to implement or enforce any nondisclosure and/or confidentiality policy, form, or agreement it uses unless it contains the following provisions:

i. *''These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.''*

ii. The limitation above shall not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

iii. Notwithstanding provision listed in paragraph (a), a nondisclosure or confidentiality policy form or agreement that is to be executed by a person connected with the conduct of an intelligence or intelligence-related activity, other than an employee or officer of the United States Government, may

contain provisions appropriate to the particular activity for which such document is to be used. Such form or agreement shall, at a minimum, require that the person will not disclose any classified information received in the course of such activity unless specifically authorized to do so by the United States Government. Such nondisclosure or confidentiality forms shall also make it clear that they do not bar disclosures to Congress, or to an authorized official of an executive agency or the Department of Justice, that are essential to reporting a substantial violation of law.

Term 34. Subrecipient Change Notification

Except for subrecipients specifically proposed as part of the Recipient's Application for award, the Recipient must notify the Contracting Officer and Project Manager in writing 30 days prior to the execution of new or modified subrecipient agreements, including naming any To Be Determined subrecipients. This notification does not constitute a waiver of the prior approval requirements outlined in 2 CFR part 200 as amended by 2 CFR part 910, nor does it relieve the Recipient from its obligation to comply with applicable Federal statutes, regulations, and executive orders.

In order to satisfy this notification requirement, the Recipient documentation must, as a minimum, include the following:

- A description of the research to be performed, the service to be provided, or the equipment to be purchased.
- Cost share commitment letter if the subrecipient is providing cost share to the Award.
- An assurance that the process undertaken by the Recipient to solicit the subrecipient complies with their written procurement procedures as outlined in 2 CFR 200.317 through 200.327.
- An assurance that no planned, actual or apparent conflict of interest exists between the Recipient and the selected subrecipient and that the Recipient's written standards of conduct were followed.[1]
- A completed Environmental Questionnaire, if applicable.
- An assurance that the subrecipient is not a debarred or suspended entity.
- An assurance that all required award provisions will be flowed down in the resulting subrecipient agreement.

[1] It is DOE's position that the existence of a "covered relationship" as defined in 5 CFR 2635.502(a)&(b) between a member of the Recipient's owners or senior management and a member of a subrecipient's owners or senior management creates at a minimum an apparent conflict of interest that would require the Recipient to notify the Contracting Officer and provide detailed information and justification (including, for example, mitigation measures) as to why the subrecipient agreement does not create an actual conflict of interest. The Recipient must also notify the Contracting Officer of any new subrecipient agreement with: (1) an entity that is owned or otherwise controlled by the Recipient; or (2) an entity that is owned or otherwise controlled by another entity that also owns or otherwise controls the Recipient, as it is DOE's position that these situations also create at a minimum an apparent conflict of interest.

The Recipient is responsible for making a final determination to award or modify subrecipient agreements under this agreement, but the Recipient may not proceed with the subrecipient agreement until the Contracting Officer determines, and provides the Recipient written notification, that the information provided is adequate.

Should the Recipient not receive a written notification of adequacy from the Contracting Officer within 30 days of the submission of the subrecipient documentation stipulated above, the Recipient may proceed to award or modify the proposed subrecipient agreement.

Term 35. Conference Spending

The Recipient shall not expend any funds on a conference not directly and programmatically related to the purpose for which the grant was awarded that would defray the cost to the United States Government of a conference held by any Executive branch department, agency, board, commission, or office for which the cost to the United States Government would otherwise exceed $20,000, thereby circumventing the required notification by the head of any such Executive Branch department, agency, board, commission, or office to the Inspector General (or senior ethics official for any entity without an Inspector General), of the date, location, and number of employees attending such conference.

Term 36. Recipient Integrity and Performance Matters

A. General Reporting Requirement

If the total value of your currently active Financial Assistance awards, grants, and procurement contracts from all Federal awarding agencies exceeds $10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this term. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

B. Proceedings About Which You Must Report

Submit the information required about each proceeding that:

i. Is in connection with the award or performance of a Financial Assistance, cooperative agreement, or procurement contract from the Federal Government;

ii. Reached its final disposition during the most recent five-year period; and

iii. Is one of the following:

1. A criminal proceeding that resulted in a conviction, as defined in paragraph E of this award term and condition;
2. A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more;
3. An administrative proceeding, as defined in paragraph E of this term, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of $5,000 or more or reimbursement, restitution, or damages in excess of $100,000; or
4. Any other criminal, civil, or administrative proceeding if:
    a. It could have led to an outcome described in paragraph B.iii.1, 2, or 3 of this term;
    b. It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
    c. The requirement in this term to disclose information about the proceeding does not conflict with applicable laws and regulations.

C. Reporting Procedures

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph B of this term. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

D. Reporting Frequency

During any period of time when you are subject to the requirement in paragraph A of this term, you must report proceedings information through SAM for the most recent five-year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, Financial Assistance awards, (including cooperative agreement awards) with a cumulative total value greater than $10,000,000, must disclose semiannually any information about the criminal, civil, and administrative proceedings.

E. Definitions

For purposes of this term:

i. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State

level but only in connection with performance of a Federal contract or Financial Assistance awards. It does not include audits, site visits, corrective plans, or inspection of deliverables.

ii. Conviction means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of *nolo contendere*.

iii. Total value of currently active Financial Assistance awards, cooperative agreements and procurement contracts includes—

1. Only the Federal share of the funding under any Federal award with a recipient cost share or match; and
2. The value of all expected funding increments under a Federal award and options, even if not yet exercised.

Term 37. Export Control

The United States government regulates the transfer of information, commodities, technology, and software considered to be strategically important to the U.S. to protect national security, foreign policy, and economic interests without imposing undue regulatory burdens on legitimate international trade. There is a network of Federal agencies and regulations that govern exports that are collectively referred to as "Export Controls." The Recipient is responsible for ensuring compliance with all applicable United States Export Control laws and regulations relating to any work performed under a resulting award.
The Recipient must immediately report to DOE any export control violations related to the project funded under this award, at the recipient or subrecipient level, and provide the corrective action(s) to prevent future violations.

Term 38. Interim Conflict of Interest Policy for Financial Assistance

The DOE interim Conflict of Interest Policy for Financial Assistance (COI Policy) can be found at https://www.energy.gov/management/department-energy-interim-conflict-interest-policy-requirements-financial-assistance. This policy is applicable to all non-Federal entities applying for, or that receive, DOE funding by means of a financial assistance award (e.g., a grant, cooperative agreement, or technology investment agreement) and, through the implementation of this policy by the entity, to each Investigator who is planning to participate in, or is participating in, the project funded wholly or in part under this Award. The term "Investigator" means the PI and any other person, regardless of title or position, who is responsible for the purpose, design, conduct, or reporting of a project funded by DOE or proposed for funding by DOE. The Recipient must flow down the requirements of the interim COI Policy to any subrecipient non-Federal entities, with the exception of DOE National Laboratories. Further, the Recipient must identify all financial conflicts of interests (FCOI), i.e., managed and unmanaged/ unmanageable, in its initial and ongoing FCOI reports.

Prior to award, the Recipient was required to: 1) ensure all Investigators on this Award completed their significant financial disclosures; 2) review the disclosures; 3) determine whether a FCOI exists; 4) develop and implement a management plan for FCOIs; and 5) provide

DOE with an initial FCOI report that includes all FCOIs (i.e., managed and unmanaged/unmanageable). Within 180 days of the date of the Award, the Recipient must be in full compliance with the other requirements set forth in DOE's interim COI Policy.

Term 39. Organizational Conflict of Interest

Organizational conflicts of interest are those where, because of relationships with a parent company, affiliate, or subsidiary organization, the Recipient is unable or appears to be unable to be impartial in conducting procurement action involving a related organization (2 CFR 200.318(c)(2)).

The Recipient must disclose in writing any potential or actual organizational conflict of interest to the DOE Contracting Officer. The Recipient must provide the disclosure prior to engaging in a procurement or transaction using project funds with a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe. For a list of the information that must be included the disclosure, see Section VI. of the DOE interim Conflict of Interest Policy for Financial Assistance at https://www.energy.gov/management/department-energy-interim-conflict-interest-policy-requirements-financial-assistance.

If the effects of the potential or actual organizational conflict of interest cannot be avoided, neutralized, or mitigated, the Recipient must procure goods and services from other sources when using project funds. Otherwise, DOE may terminate the Award in accordance with 2 CFR 200.340 unless continued performance is determined to be in the best interest of the Federal government.

The Recipient must flow down the requirements of the interim COI Policy to any subrecipient non-Federal entities, with the exception of DOE National Laboratories. The Recipient is responsible for ensuring subrecipient compliance with this term.

If the Recipient has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, the Recipient must maintain written standards of conduct covering organizational conflicts of interest.

Term 40. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

As set forth in 2 CFR 200.216, recipients and subrecipients are prohibited from obligating or expending project funds (Federal and non-Federal funds) to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a

substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

See Public Law 115-232, section 889 for additional information.

Term 41. Human Subjects Research

Research involving human subjects, biospecimens, or identifiable private information conducted with Department of Energy (DOE) funding is subject to the requirements of DOE Order 443.1C, *Protection of Human Research Subjects*, 45 CFR Part 46, *Protection of Human Subjects* (*subpart A which is referred to as the "Common Rule"),* and 10 CFR Part 745, *Protection of Human Subjects*.

Federal regulation and the DOE Order require review by an Institutional Review Board (IRB) of all proposed human subjects research projects. The IRB is an interdisciplinary ethics board responsible for ensuring that the proposed research is sound and justifies the use of human subjects or their data; the potential risks to human subjects have been minimized; participation is voluntary; and clear and accurate information about the study, the benefits and risks of participating, and how individuals' data/specimens will be protected/used, is provided to potential participants for their use in determining whether or not to participate.

The Recipient shall provide the Federal Wide Assurance number identified in item 1 below and the certification identified in item 2 below to DOE prior to initiation of any project that will involve interactions with humans in some way (e.g., through surveys); analysis of their identifiable data (e.g., demographic data and energy use over time); asking individuals to test devices, products, or materials developed through research; and/or testing of commercially

available devices in buildings/homes in which humans will be present. *Note:* This list of examples is illustrative and not all inclusive.

No DOE funded research activity involving human subjects, biospecimens, or identifiable private information shall be conducted without:

1) A registration and a Federal Wide Assurance of compliance accepted by the Office of Human Research Protection (OHRP) in the Department of Health and Human Services; and
2) Certification that the research has been reviewed and approved by an Institutional Review Board (IRB) provided for in the assurance. IRB review may be accomplished by the awardee's institutional IRB; by the Central DOE IRB; or if collaborating with one of the DOE national laboratories, by the DOE national laboratory IRB.

The Recipient is responsible for ensuring all subrecipients comply and for reporting information on the project annually to the DOE Human Subjects Research Database (HSRD) at https://science.osti.gov/HumanSubjects/Human-Subjects-Database/home. *Note:* If a DOE IRB is used, no end of year reporting will be needed.

Additional information on the DOE Human Subjects Research Program can be found at: https://science.osti.gov/ber/human-subjects

Term 42. Fraud, Waste and Abuse

The mission of the DOE Office of Inspector General (OIG) is to strengthen the integrity, economy and efficiency of DOE's programs and operations including deterring and detecting fraud, waste, abuse and mismanagement. The OIG accomplishes this mission primarily through investigations, audits, and inspections of Department of Energy activities to include grants, cooperative agreements, loans, and contracts. The OIG maintains a Hotline for reporting allegations of fraud, waste, abuse, or mismanagement. To report such allegations, please visit https://www.energy.gov/ig/ig-hotline.

Additionally, the Recipient must be cognizant of the requirements of 2 CFR § 200.113 Mandatory disclosures, which states:

> The non-Federal entity or applicant for a Federal award must disclose, in a timely manner, in writing to the Federal awarding agency or pass-through entity all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Non-Federal entities that have received a Federal award including the term and condition outlined in appendix XII of 2 CFR Part 200 are required to report certain civil, criminal, or administrative proceedings to SAM (currently FAPIIS). Failure to make

required disclosures can result in any of the remedies described in § 200.339. (See also 2 CFR part 180, 31 U.S.C. 3321, and 41 U.S.C. 2313.)

Subpart D. Bipartisan Infrastructure Law (BIL)-specific requirements

Term 43. Reporting, Tracking and Segregation of Incurred Costs

BIL funds can be used in conjunction with other funding, as necessary to complete projects, but tracking and reporting must be separate to meet the reporting requirements of the BIL and related Office of Management and Budget (OMB) Guidance. The Recipient must keep separate records for BIL funds and must ensure those records comply with the requirements of the BIL. Funding provided through the BIL that is supplemental to an existing grant or cooperative agreement is one-time funding.

Term 44. Davis-Bacon Requirements

This award is funded under Division D of the Bipartisan Infrastructure Law (BIL). All laborers and mechanics employed by the recipient, subrecipients, contractors or subcontractors in the performance of construction, alteration, or repair work in excess of $2000 on an award funded directly by or assisted in whole or in part by funds made available under this award shall be paid wages at rates not less than those prevailing on similar projects in the locality, as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code commonly referred to as the "Davis-Bacon Act" (DBA).

Recipients shall provide written assurance acknowledging the DBA requirements for the award or project and confirming that all of the laborers and mechanics performing construction, alteration, or repair, through funding under the award are paid or will be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by Subchapter IV of Chapter 31 of Title 40, United States Code (Davis-Bacon Act).

The Recipient must comply with all of the Davis-Bacon Act requirements, including but not limited to:

(1) ensuring that the wage determination(s) and appropriate Davis-Bacon clauses and requirements are flowed down to and incorporated into any applicable subcontracts or subrecipient awards.

(2) being responsible for compliance by any subcontractor or subrecipient with the Davis-Bacon labor standards.

(3) receiving and reviewing certified weekly payrolls submitted by all subcontractors and subrecipients for accuracy and to identify potential compliance issues.

(4) maintaining original certified weekly payrolls for 3 years after the completion of the project and must make those payrolls available to the DOE or the Department of Labor upon request, as required by 29 CFR 5.6(a)(2).

(5) conducting payroll and job-site reviews for construction work, including interviews with employees, with such frequency as may be necessary to assure compliance by its subcontractors and subrecipients and as requested or directed by the DOE.

(6) cooperating with any authorized representative of the Department of Labor in their inspection of records, interviews with employees, and other actions undertaken as part of a Department of Labor investigation.

(7) posting in a prominent and accessible place the wage determination(s) and Department of Labor Publication: WH-1321, Notice to Employees Working on Federal or Federally Assisted Construction Projects.

(8) notifying the Contracting Officer of all labor standards issues, including all complaints regarding incorrect payment of prevailing wages and/or fringe benefits, received from the recipient, subrecipient, contractor, or subcontractor employees; significant labor standards violations, as defined in 29 CFR 5.7; disputes concerning labor standards pursuant to 29 CFR parts 4, 6, and 8 and as defined in FAR 52.222-14; disputed labor standards determinations; Department of Labor investigations; or legal or judicial proceedings related to the labor standards under this Contract, a subcontract, or subrecipient award.

(9) preparing and submitting to the Contracting Officer, the Office of Management and Budget Control Number 1910-5165, Davis Bacon Semi-Annual Labor Compliance Report, by April 21 and October 21 of each year. Form submittal will be administered through the iBenefits system (https://doeibenefits2.energy.gov) or its successor system.

The Recipient must undergo Davis-Bacon Act compliance training and must maintain competency in Davis-Bacon Act compliance. The Contracting Officer will notify the Recipient of any DOE sponsored Davis-Bacon Act compliance trainings. The Department of Labor offers free Prevailing Wage Seminars several times a year that meet this requirement, at https://www.dol.gov/agencies/whd/government-contracts/construction/seminars/events.

The Department of Energy has contracted with, a third-party DBA electronic payroll compliance software application. The Recipient must ensure the timely electronic submission of weekly certified payrolls as part of its compliance with the Davis-Bacon Act unless a waiver is granted to a particular contractor or subcontractor because they are unable or limited in their ability to use or access the software.

Davis Bacon Act Electronic Certified Payroll Submission Waiver

A waiver must be granted before the award starts. The applicant does not have the right to appeal SCEP's decision concerning a waiver request.

For additional guidance on how to comply with the Davis-Bacon provisions and clauses, see https://www.dol.gov/agencies/whd/government-contracts/construction and https://www.dol.gov/agencies/whd/government-contracts/protections-for-workers-in-construction.

Term 45. Buy American Requirement for Infrastructure Projects

A. Definitions

Components are defined as the articles, materials, or supplies incorporated directly into the end manufactured product(s).

Construction Materials are an article, material, or supply—other than an item primarily of iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives—that is used in an infrastructure project and is or consists primarily of non-ferrous metals, plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables), glass (including optic glass), lumber, drywall, coatings (paints and stains), optical fiber, clay brick; composite building materials; or engineered wood products.

Domestic Content Procurement Preference Requirement- means a requirement that no amounts made available through a program for federal financial assistance may be obligated for an infrastructure project unless—
(A) all iron and steel used in the project are produced in the United States;
(B) the manufactured products used in the project are produced in the United States; or
(C) the construction materials used in the project are produced in the United States.
Also referred to as the **Buy America Requirement**.

Infrastructure includes, at a minimum, the structures, facilities, and equipment located in the United States, for: roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking

water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property; and generation, transportation, and distribution of energy - including electric vehicle (EV) charging.
The term "infrastructure" should be interpreted broadly, and the definition provided above should be considered as illustrative and not exhaustive.

Manufactured Products are items used for an infrastructure project made up of components that are not primarily of iron or steel; construction materials; cement and cementitious materials' aggregates such as stone, sand, or gravel; or aggregate binding agents or additives.

Primarily of iron or steel means greater than 50% iron or steel, measured by cost.

Project- means the construction, alteration, maintenance, or repair of infrastructure in the United States.

Public- The Buy America Requirement does not apply to non-public infrastructure. For purposes of this guidance, infrastructure should be considered "public" if it is: (1) publicly owned or (2) privately owned but utilized primarily for a public purpose. Infrastructure should be considered to be "utilized primarily for a public purpose" if it is privately operated on behalf of the public or is a place of public accommodation.

B. Buy America Requirement

None of the funds provided under this award (federal share or recipient cost-share) may be used for a project for infrastructure unless:

1. All iron and steel used in the project is produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

2. All manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or

manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

3. All construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America Requirement only applies to articles, materials, and supplies that are consumed in, incorporated into, or permanently affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought into the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America Requirement apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

Recipients are responsible for administering their award in accordance with the terms and conditions, including the Buy America Requirement. The recipient must ensure that the Buy America Requirement flows down to all subawards and that the subawardees and subrecipients comply with the Buy America Requirement. The Buy America Requirement term and condition must be included all sub-awards, contracts, subcontracts, and purchase orders for work performed under the infrastructure project.

C. Certification of Compliance

The Recipient must certify or provide equivalent documentation for proof of compliance that a good faith effort was made to solicit bids for domestic products used in the infrastructure project under this Award.

The Recipient must also maintain certifications or equivalent documentation for proof of compliance that those articles, materials, and supplies that are consumed in, incorporated into, affixed to, or otherwise used in the infrastructure project, not covered by a waiver or exemption, are produced in the United States. The certification or

proof of compliance must be provided by the suppliers or manufacturers of the iron, steel, manufactured products and construction materials and flow up from all subawardees, contractors and vendors to the Recipient. The Recipient must keep these certifications with the award/project files and be able to produce them upon request from DOE, auditors or Office of Inspector General.

D. Waivers

When necessary, the Recipient may apply for, and DOE may grant, a waiver from the Buy America Requirement. Requests to waive the application of the Buy America Requirement must be in writing to the Contracting Officer. Waiver requests are subject to review by DOE and the Office of Management and Budget, as well as a public comment period of no less than 15 calendar days.

Waivers must be based on one of the following justifications:

1. Public Interest- Applying the Buy America Requirement would be inconsistent with the public interest;

2. Non-Availability- The types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or

3. Unreasonable Cost- The inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

Requests to waive the Buy America Requirement must include the following:

- Waiver type (Public Interest, Non-Availability, or Unreasonable Cost);
- Recipient name and Unique Entity Identifier (UEI);
- Award information (Federal Award Identification Number, Assistance Listing number);
- A brief description of the project, its location, and the specific infrastructure involved;
- Total estimated project cost, with estimated federal share and recipient cost share breakdowns;

- Total estimated infrastructure costs, with estimated federal share and recipient cost share breakdowns;
- List and description of iron or steel item(s), manufactured goods, and/or construction material(s) the recipient seeks to waive from the Buy America Preference, including name, cost, quantity(ies), country(ies) of origin, and relevant Product Service Codes (PSC) and North American Industry Classification System (NAICS) codes for each;
- A detailed justification as to how the non-domestic item(s) is/are essential the project;
- A certification that the recipient made a good faith effort to solicit bids for domestic products supported by terms included in requests for proposals, contracts, and non-proprietary communications with potential suppliers;
- A justification statement—based on one of the applicable justifications outlined above—as to why the listed items cannot be procured domestically, including the due diligence performed (e.g., market research, industry outreach, cost analysis, cost-benefit analysis) by the recipient to attempt to avoid the need for a waiver. This justification may cite, if applicable, the absence of any Buy America-compliant bids received for domestic products in response to a solicitation; and
- Anticipated impact to the project if no waiver is issued.

The Recipient should consider using the following principles as minimum requirements contained in their waiver request:

- Time-limited: Consider a waiver constrained principally by a length of time, rather than by the specific project/award to which it applies. Waivers of this type may be appropriate, for example, when an item that is “non-available” is widely used in the project. When requesting such a waiver, the Recipient should identify a reasonable, definite time frame (e.g., no more than one to two years) designed so that the waiver is reviewed to ensure the condition for the waiver (“non-availability”) has not changed (e.g., domestic supplies have become more available).

- Targeted: Waiver requests should apply only to the item(s), product(s), or material(s) or category(ies) of item(s), product(s), or material(s) as necessary and justified. Waivers

should not be overly broad as this will undermine domestic preference policies.

- Conditional: The Recipient may request a waiver with specific conditions that support the policies of IIJA/BABA and Executive Order 14017.

DOE may request, and the Recipient must provide, additional information for consideration of this wavier. DOE may reject or grant waivers in whole or in part depending on its review, analysis, and/or feedback from OMB or the public. DOEs final determination regarding approval or rejection of the waiver request may not be appealed. Waiver requests may take up to 90 calendar days to process.

Term 46. Affirmative Action and Pay Transparency Requirements

All federally assisted construction contracts exceeding $10,000 annually will be subject to the requirements of Executive Order 11246:

(1) Recipients, subrecipients, and contractors are prohibited from discriminating in employment decisions on the basis of race, color, religion, sex, sexual orientation, gender identity or national origin.

(2) Recipients and Contractors are required to take affirmative action to ensure that equal opportunity is provided in all aspects of their employment. This includes flowing down the appropriate language to all subrecipients, contractors and subcontractors.

(3) Recipients, subrecipients, contractors and subcontractors are prohibited from taking adverse employment actions against applicants and employees for asking about, discussing, or sharing information about their pay or, under certain circumstances, the pay of their co-workers.

The Department of Labor's (DOL) Office of Federal Contractor Compliance Programs (OFCCP) uses a neutral process to schedule contractors for compliance evaluations. OFCCP's Technical Assistance Guide[2] should be consulted to gain an understanding of the requirements and possible actions the recipients, subrecipients, contractors and subcontractors must take.

Term 47. Potentially Duplicative Funding Notice

[2] See OFCCP's Technical Assistance Guide at: https://www.dol.gov/sites/dolgov/files/ofccp/Construction/files/ConstructionTAG.pdf?msclkid=9e397d68c4b111ec9d8e6fecb6c710ec Also see the National Policy Assurances http://www.nsf.gov/awards/managing/rtc.jsp

If the Recipient or subrecipients have or receive any other award of federal funds for activities that potentially overlap with the activities funded under this Award, the Recipient must promptly notify DOE in writing of the potential overlap and state whether project funds (i.e., recipient cost share and federal funds) from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items under this Award. If there are identical cost items, the Recipient must promptly notify the DOE Contracting Officer in writing of the potential duplication and eliminate any inappropriate duplication of funding.

Term 48. Transparency of Foreign Connections

During the term of the Award, the Recipient must notify the DOE Contracting Officer within fifteen (15) business days of learning of the following circumstances in relation to the Recipient or subrecipients:

1. The existence of any joint venture or subsidiary that is based in, funded by, or has a foreign affiliation with any foreign country of risk;
2. Any current or pending contractual or financial obligation or other agreement specific to a business arrangement, or joint venture-like arrangement with an enterprise owned by a country of risk or foreign entity based in a country of risk;
3. Any current or pending change in ownership structure of the Recipient or subrecipients that increases foreign ownership related to a country of risk;
4. Any current or pending venture capital or institutional investment by an entity that has a general partner or individual holding a leadership role in such entity who has a foreign affiliation with any foreign country of risk;
5. Any current or pending technology licensing or intellectual property sales to a foreign country of risk; and
6. Any current or pending foreign business entity, offshore entity, or entity outside the United States related to the Recipient or subrecipient.

Term 49. Foreign Collaboration Considerations

a. Consideration of new collaborations with foreign organizations and governments. The Recipient must provide DOE with advanced written notification of any potential collaboration with foreign entities, organizations or governments in connection with its DOE-funded award scope. The Recipient must await further guidance from DOE prior to contacting the proposed foreign entity, organization or government

regarding the potential collaboration or negotiating the terms of any potential agreement.

b. Existing collaborations with foreign entities, organizations and governments. The Recipient must provide DOE with a written list of all existing foreign collaborations in which has entered in connection with its DOE-funded award scope.

c. Description of collaborations that should be reported: In general, a collaboration will involve some provision of a thing of value to, or from, the Recipient. A thing of value includes but may not be limited to all resources made available to, or from, the recipient in support of and/or related to the Award, regardless of whether or not they have monetary value. Things of value also may include in-kind contributions (such as office/laboratory space, data, equipment, supplies, employees, students). In-kind contributions not intended for direct use on the Award but resulting in provision of a thing of value from or to the Award must also be reported. Collaborations do not include routine workshops, conferences, use of the Recipient's services and facilities by foreign investigators resulting from its standard published process for evaluating requests for access, or the routine use of foreign facilities by awardee staff in accordance with the Recipient's standard policies and procedures.

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City Clerk's Office Item # R2

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: May 12, 2025

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, ACCEPTING AND AUTHORIZING THE MAYOR TO EXECUTE A PURCHASE ORDER FROM THE STATE OF COLORADO, BY AND THROUGH THE COLORADO ENERGY OFFICE PROVIDING FOR FUNDING IN THE AMOUNT OF $90,800, ESTABLISHING PROJECT ACCOUNT CI2457 - E-COMMUTE PUEBLO, TRANSFERRING $26,780.00 FROM PROJECT ACCOUNT CI2428 - MLK BYPASS NEW SIGNAGE TO PROJECT ACCOUNT CI2457, AND BUDGETING AND APPROPRIATING $117,580.00 INTO PROJECT ACCOUNT CI2457

SUMMARY:

This ordinance accepts a small dollar grant in the form of a purchase order from the Colorado Energy Office in the amount of $90,800 for the purpose of procuring equipment for an electric bicycle (E-Bike) program. This initiative aims to provide equitable transportation alternatives for City of Pueblo employees. This award requires the City of Pueblo to match $26,780 which will be provided by transfer from Project Account CI2428 - MLK Bypass New Signage. The grant award allocated to the project and the City's match amount will total $117,580, which will be budgeted and appropriated into Project Account CI2457 E-Commute Pueblo.

PREVIOUS COUNCIL ACTION:

On December 23, 2024, City Council passed Resolution 15862 adopting the City's EV Readiness Plan.

BACKGROUND:

E-Commute Pueblo: Empowering Employees with Electric Bikes addresses workforce challenges exacerbated by transportation barriers, particularly for income-qualified individuals. The project focuses on providing electric bicycles (e-Bikes) as a sustainable and equitable transportation solution. The City of Pueblo has identified a workforce shortage as a critical challenge affecting public services. The lack of reliable

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transportation emerged as a key contributor to the shortage, limiting access to job opportunities. The project proposes an e-Bike share program to empower city employees, especially those earning less than 80% of the Area Median Income. The initiative prioritizes city employees with limited means, including part-time and seasonal employees in roles such as cleaning staff, utility workers, office assistants, bus drivers, lifeguards, groundskeepers, and park rangers. Seasonal/temporary staff and income-qualified permanent employees will benefit from a sliding fee schedule, making e-Bikes accessible to those who commute an average of three or more days a week within a range of two to twelve miles.

FINANCIAL IMPLICATIONS:

Project Account CI2457 will be established and funds totaling $117,580 are budgeted and appropriated for the project. The amount of $90,800 shall be from a small dollar grant in the form of a purchase order from the Colorado Energy Office. The City's required match amount of $26,780 shall be transferred into Project Account CI2457 from Project Account CI2428.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

Failure to approve the ordinance would preclude the City from being able to execute the project.

RECOMMENDATION:

Approval of the ordinance.

ATTACHMENTS:

1. CEO POGG1 25-1178 City of Pueblo
2. GRANT CERTIFICATION - E-Commute Pueblo

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ORDINANCE NO. 10943

AN ORDINANCE APPROVING, ACCEPTING AND AUTHORIZING THE MAYOR TO EXECUTE A PURCHASE ORDER FROM THE STATE OF COLORADO, BY AND THROUGH THE COLORADO ENERGY OFFICE PROVIDING FOR FUNDING IN THE AMOUNT OF $90,800, ESTABLISHING PROJECT ACCOUNT CI2457 - E-COMMUTE PUEBLO, TRANSFERRING $26,780.00 FROM PROJECT ACCOUNT CI2428 - MLK BYPASS NEW SIGNAGE TO PROJECT ACCOUNT CI2457, AND BUDGETING AND APPROPRIATING $117,580.00 INTO PROJECT ACCOUNT CI2457

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

SECTION 1.

Project Account CI2457 - E-Commute Pueblo, is hereby established.

SECTION 2.

Funds in the amount of $26,780.00 are hereby transferred from Project Account CI2428 - MLK Bypass Signage and deposited into Project Account CI2457.

SECTION 3.

This small dollar grant Purchase Order No. POGG1,EFAA,202500001178 dated March 4, 2025 and attached hereto is hereby approved. The Mayor is authorized to execute said purchase order for and on behalf of the City, and the City Clerk is authorized to affix the seal of the City thereto and attest same.

SECTION 4.

Funds in the total amount of $117,580.00 are hereby budgeted and appropriated in Project Account CI2457.

SECTION 5.

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.

Docusign Envelope ID: EC2D9DAD-83DD-4E0D-A00A-6630A0B14C13

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 April 28, 2025.

Final adoption of Ordinance by City Council on May 12, 2025.

DocuSigned by:
Mark Alliff
B7A4F51823AB462...
President of City Council

Action by the Mayor:

☐ Approved on 5/13/2025 | 12:26 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:
Vince Petkosek
330F90D300E24F8...
Deputy City Clerk

STATE OF COLORADO

Office of the Governor
Colorado Energy Office

ORDER

Number: POGG1,EFAA,202500001178
Date: 3/4/25
Description:
EECBG Grant - UEI: NJK3BNUDRHJ7

Effective Date:
Expiration Date:

*******IMPORTANT*******

The order number and line number must appear on all invoices, packing slips, cartons, and correspondence.

BILL TO

Colorado Energy Office - Broadway
1600 Broadway
Suite 1960
Denver, CO 80202

BUYER

Buyer:
Email:

VENDOR

CITY OF PUEBLO
PO BOX 1427
PUEBLO, CO 81002-1427

Contact: finance dept eft remits
Phone:

SHIP TO

Colorado Energy Office - Broadway
1600 Broadway
Suite 1960
Denver, CO 80202

SHIPPING INSTRUCTIONS

Delivery/Install Date:
FOB:

VENDOR INSTRUCTIONS

EXTENDED DESCRIPTION

Exhibit A, Statement of Work, and Exhibit B, DOE Special Terms and Conditions are attached hereto and incorporated by reference herein.

Line Item	Commodity/Item Code	UOM	QTY	Unit Cost	Total Cost	MSDS Req.
1			0	0.00	$120,000.00	☐

Description: Grant Commodity

Service From: 03/03/25 Service To: 08/31/27

TERMS AND CONDITIONS

https://www.colorado.gov/osc/purchase-order-terms-conditions

DOCUMENT TOTAL = $120,000.00

Exhibit A – Statement of Work

I. Project Background and Description

The State of Colorado's Energy Office (CEO or State hereafter) was awarded funding from the U.S. Department of Energy (DOE) for funding under its Energy Efficiency and Conservation Block Grant (EECBG) program which provides local governments in Colorado with staff capacity support to enable projects and programs that reduce greenhouse gas (GHG) emissions. This work is consistent with DOE's stated Energy Efficiency and Renewable Energy (EERE) efforts. Grantee was awarded as a result of the competitive CEO Energy Efficiency and Conservation Block Grant Application.

Because this work is also consistent with the CEO mission and helps advance the Colorado Greenhouse Gas Pollution Reduction Roadmap 2.0, CEO agrees to provide grant funds to the **City of Pueblo** (Grantee hereafter) to hire a full-time "Public Works Energy Coordinator." For the purposes of this Statement of Work, the DOE EECBG funding, and CEO communications, the position will be referred to as the title of "Sustainability Project Coordinator," but locally, the Grantee can decide to change the title as it likes. For the City of Pueblo, the title will be Public Works Energy Coordinator although CEO's standard title is used throughout and for the remainder of this SOW for consistency across EECBG Grantees. The Sustainability Project Coordinator will add staff support to local government for the GHG reduction activities outlined in the sections and tasks below.

CEO expects the Sustainability Project Coordinator to serve for at least eighteen months but recognizes that may extend longer based on the grant amount and salary. CEO will fund the Grantee for a minimum of eighteen months, or until funds are exhausted, not to exceed the August 31, 2027 grant term. The State may either extend or terminate this Agreement as noted in the *Small Dollar Award Term* section below. If

the Grantee has completed all tasks, it may also request to terminate this Agreement sooner. These funds must be used for the stated purpose in this Statement of Work (SOW) and cannot supplant funding for existing staff. Grant funds shall be used to add staff capacity toward advancing local actions to reduce local GHG emissions. The Grantee is required to identify how they will sustain these positions after the grant funding period ends.

II. Work Tasks, Deliverables, and Timeline

No good or service that will request reimbursement can be ordered or performed prior to the execution date of this Agreement. Any work product deliverables must comply with the State of Colorado accessibility technical standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), currently WCAG 2.1.

The Grantee shall perform the following work tasks and provide the following deliverables to CEO, subject to the CEO's final approval and discretion. All final deliverables must adhere to the most recent published version of the Colorado Governor's Office of Information Technology (OIT) Accessibility Technical Standards.

Using these funds, the Grantee is responsible for hiring a position to add staff capacity that will ultimately perform the duties noted in this Statement of Work. In cases where a consultant is needed to support efforts due to an unsuccessful hiring process or for other reasons, CEO can allow for the use of a contractor (e.g. vendor; consultant). However, per CEO's EECBG grant award from DOE, the Grantee will still need to identify how it will sustain the position after the grant funding period.

Because CEO grant funding cannot supplant existing staff, reimbursement for any tasks listed below are not expected to be reimbursable until a Sustainability Project Coordinator is hired. This requirement and other actions associated with this funding are detailed below.

Task 1 - Project Communication

Description/Subtasks:

- Task 1.1

  Within one month of the Small Dollar Grant Award Effective Date, the Grantee shall work to set a kick-off meeting with CEO to outline initial planning, reporting, hiring process and the plan for monthly communication including reporting and phone calls.

- Task 1.2

  Monthly check-in calls are required with CEO each month by the end of the month and must be established by the Grantee. If CEO determines monthly meetings need to be held more or less frequently, CEO will communicate that in writing to the Grantee and a new schedule (e.g. bimonthly) will be established. The first monthly call that takes place after the new Sustainability Project Coordinator has been hired will serve to reiterate information shared at the kickoff meeting, current project status and next steps. Monthly check-in calls shall be supported by short written reports as detailed in the following task.

- Task 1.3

  To fulfill obligations to CEO, monthly reports will be required and quarterly reports will be required to fulfill obligations to DOE. The Grantee will provide both monthly and quarterly reports to CEO. Monthly reports will be due no later than 7 days after the end of the month while quarterly reports will be due by the 10th of the month following the end of the previous quarter. For example, if the first quarter ends on March 31, the report for the first quarter will be due by April 10th. The second quarter report would be due three months later on July 10th, and every three months thereafter through the end of the life of the grant. Monthly and quarterly reports shall, at a minimum consist of the following:
    - Project/grant status and whether or not work in on-track or behind
    - Description of the deliverables and tasks completed

- Budget spent and remaining budget
- Any findings and/or developed goals
- Any unanticipated outcomes or roadblocks
- Next steps in the project

Summary of Task 1 Deliverables

- **Grantee Kickoff Meeting** - scheduled within one month of the Small Dollar Grant Award Effective Date as described in Task 1.1.
- **Monthly Calls** - scheduled within one month of the Small Dollar Grant Award and every month after as described in Task 1.2.
- **Monthly and Quarterly Reports** - monthly reports are sent monthly and quarterly reports will be sent every three months as described in Task 1.3.

Task 2 - Hire the Sustainability Project Coordinator

Description/Subtasks:

Within six months of the Small Dollar Grant Award Effective Date, the Grantee shall hire a Sustainability Project Coordinator as either a staff position or a contractor to carry out the duties in this Statement of Work. The Grantee will provide an update to CEO on whether a staff person or contractor is being hired to carry out the duties of the position. For the purposes of this Statement of Work, the DOE EECBG funding, and CEO communications, the position will be referred to as the Sustainability Project Coordinator, but locally the Grantee can decide to change the title as it likes.

Summary of Task 2 Deliverables

- **Hire Sustainability Project Coordinator** - within six months of Small Dollar Grant Award Effective Date.

Task 3 - Development of a Work Plan and Implementation Goals

Description/Subtasks:

Within six months from the time the Sustainability Project Coordinator is hired, the Grantee shall develop a work plan to advance local GHG reductions. This does not need to be a highly produced report and can be presented to CEO in whatever format (e.g. spreadsheet, Google document, PDF) the Grantee prefers and saves the Grantee time as long as it provides a high-level overview of the Grantee GHG reduction (or similar sustainability) efforts and the intended focus of the Sustainability Project Coordinator as discussed in the further below.

The work plan may consider local initiatives such as:

- Any local work done to date to quantify and target GHG emissions.
- Any related city policies, programs and incentives for specific sectors (e.g. transportation, building decarbonization, waste and recycling, land use, etc.)
- Any energy use benchmarks and/or any locally promoted certification programs (e.g. Leadership in Energy and Environmental Design or LEED).
- Any existing stated goals for the reduction of GHGs and any baseline data.
- Any related educational, marketing, outreach, training or similar efforts that work with the public, commercial properties, etc.
- Any state, local and federal grants or loans (e.g. EERE loans) opportunities the Grantee may consider pursuing to sustain this work.

If the Grantee has already developed a document that can serve as a work plan (e.g. sustainability plan, climate plan, the Sustainability Project Coordinator job description, or similar document), no new work plan needs to be created. However, the Grantee will need to submit the identified document to CEO. In all cases, the Grantee's submitted work plan must either include or be supported by an addendum that provides a set of

clearly summarized goals the Grantee envisions it will have the Sustainability Project Coordinator pursue using this funding.

Summary of Task 3 Deliverables

- **Submit Work Plan** - within six months of Sustainability Project Coordinator hire.

Task 4 - Implementation of Work Plan Goals

Description/Subtasks:

Upon being hired, the Sustainability Project Coordinator shall begin implementing local goals to reduce energy use and reduce GHG emissions pursuant to or in conjunction with the development of the work plan (or document submitted in lieu). Local goals that are actively being pursued do not need to pause, be put on hold or otherwise wait for the work plan to be completed and submitted to CEO. However, those efforts shall be included in the goals of the work plan once it is submitted to CEO.

The intent is for CEO and the Grantee to have a shared understanding of the initiatives the Sustainability Project Coordinator will be focusing on. CEO understands these goals can change and may be added to over time which can be communicated to CEO during check-ins, monthly reports and quarterly reports.

Summary of Task 4 Deliverables

- **Implement Work Plan Goals** - through the life of the grant.

Task 5 Final Report of Successes and Plan to Secure Position

Description/Subtasks:

As part of closing out the grant award, a summary of the work that has been accomplished, successes of the program, and progress toward goals stated in the work plan shall be provided to CEO. This shall include a summary of any tracked data. It shall

also include a statement as to how the Grantee has identified opportunities to progress or sustain the Sustainability Project Coordinator position after the grant term. CEO will review the submitted draft and provide any comments within one week. The Grantee shall submit a final report that reflects CEO's comments prior to submitting the final invoice.

Summary of Task 5 Deliverables

- **Provide Final Report** - by the end of the grant term.

Summary of All Task 1 - 5 Deliverables

Task	Task Description
Task 1	● 1.1 Grantee Kickoff Meeting - scheduled within one month of Small Dollar Grant Award Effective Date. ● 1.2 Monthly Calls - scheduled within one month of Small Dollar Grant Award Effective Date; every month after. ● 1.3 Quarterly Reports - sent April 10th and every three months thereafter.
Task 2	Hire Sustainability Project Coordinator - within six months of Small Dollar Grant Award Effective Date.
Task 3	Submit a Work Plan - within six months of hiring Sustainability Project Coordinator.
Task 4	Implement Work Plan Goals - through the life of the grant.
Task 5	Provide Final Report - by the end of the grant term.

III. Principal Representatives

Each individual identified below shall be the Principal Representative of the designating Party. The Grantee shall immediately notify the State if the Grantee's Principal Representative ceases to serve. Provided there is a good-faith reason for the change, if the Grantee wishes to replace its Principal Representative, it shall notify the State and seek its approval. Such approval is at the State's sole discretion, as the State issued this Agreement is, in part, reliant on the Grantee's representations regarding its Principal Representative. Such notice shall specify why the change is necessary, who the proposed replacement will be, what their qualifications are, how the Grantee plans to ensure quality assurance and quality control of the program, and when the change would take effect. Anytime the Grantee's Principal Representative ceases to serve, the State, in its sole discretion, may direct the Grantee to suspend work until such time as their replacements are approved by CEO.

A. State:

Colorado Energy Office

Program Manager:

Eric Lowe, Local Government Project Manager

eric.lowe@state.co.us

720.653.4396

1600 Broadway, Suite 1930

Denver, CO 80202

B. Grantee:

Primary Grantee (Lead Applicant):

City of Pueblo

Andrew Hayes

Director of Public Works

ahayes@pueblo.us

719-553-2295

Upon the Grantee hiring a Sustainability Project Coordinator, the Grantee shall provide CEO with the new hire's name, title, phone number, and email.

IV. Acceptance Criteria

CEO shall determine whether deliverables meet the task requirements outlined in this Exhibit A, Statement of Work. The Grantee shall provide professional, high-quality deliverables that have gone through an internal quality assurance process. If the deliverables, invoices, and reports are inadequate, the CEO Program Manager(s) shall notify the Grantee with a request to correct, modify, or replace as needed.

V. Reporting

As noted in the tasks above, the Grantee shall provide verbal and written progress reports to CEO monthly and produce/submit quarterly reports to CEO. These shall include descriptions of the work tasks performed, progress made, and budget spent consistent with the requirements stated in the Work Tasks, Deliverables, and Timeline section above. Quarterly reports will be submitted every three months in accordance with Task 1.3 in Section II of this document. Where funds have been spent, reports shall be accompanied by an invoice for services rendered and shall be submitted to CEO by the 10th day of the following month for which the work was completed.

VI. Budget

The maximum amount payable under this Agreement to the Grantee by CEO shall be **$120,000** as determined by the State from available funds. Budget changes of 10% or less may be made between tasks without written pre-approval from CEO program manager.

The funds issued through this Agreement will cover the following:

	Calendar Year 1	**Calendar Year 2**	**Total**
Expenses		(6 months)	
Personnel/Labor			
Energy Project Coordinator 1.0 FTE			
Salary/Wages (2.8% COLI annually)	65,420	33,626	$99,046
Fringe Benefits (28% of salary)	18,318	9,415	$27,733
Total Expenses:	**83,738**	**43,041**	**$126,779**

*City of Pueblo will cover the remaining $6,779 and intends to work with City Council to permanently fund this position after 18 months

VII. Payment

Payments shall be made in accordance with the provisions set forth in this Statement of Work and Small Dollar Grant Award. The State shall pay Grantee the reasonable, allocable, and allowable costs for work performed based on satisfactory progress of the work defined in this Small Dollar Grant Award.

The Grantee shall invoice based on completion of deliverables outlined in the *Work Tasks, Deliverables, and Timeline* section. Alternatively, the Grantee can invoice CEO based on a time and materials basis, as stated in the *Budget* section, according to the task and deliverable budget above.

The Grantee shall be compensated only for work and services performed by Grantee as outlined in this Statement of Work and accepted by the CEO pursuant to the terms of this Small Dollar Grant Award. Payment shall also be contingent upon CEO's timely receipt and acceptance of required reports described herein.

The Grantee shall be reimbursed no more than once a month based on the submission of the Grantee's invoice and progress report. The progress report will provide detail of the work performed on each task or deliverable. The progress report shall substantiate the amounts on the invoice for each task/deliverable. The Grantee shall bill on a monthly salary basis (or on an hourly basis for contracted work) for work completed across tasks according to the budget provided above.

VIII. Small Dollar Grant Award Term

Grantee shall begin work upon the later of the Small Dollar Grant Award Service From Date as shown on the cover page of this Small Dollar Grant Award or upon the Grantee's acceptance of this Agreement. This Agreement shall terminate on August 31, 2027 unless sooner terminated or further extended as specified elsewhere herein. Any extensions will be contingent upon the CEO receiving written federal approval from DOE and will be communicated to the Grantee in writing if allowed. In cases where approval of an extension from DOE is granted, it is expected to only provide one additional year from the stated Agreement termination date and the Grantee will not be officially awarded an extension until such time as CEO updates and provides an amended Small Dollar Grant Award to the Grantee.

Special Terms and Conditions

Colorado Energy Office ("Recipient"), which is identified in Block 5 of the Assistance Agreement, and the Office of State and Community Energy Programs ("SCEP"), and Energy Efficiency and Conservation Block Grant Program ("EECBG"), an office within the United States Department of Energy ("DOE"), enter into this Award, referenced above, to achieve the project objectives and the technical milestones and deliverables stated in Attachment 1 to this Award.

This Award consists of the following documents, including all terms and conditions therein:

	Assistance Agreement
	Special Terms and Conditions
Attachment 1	Activity File
Attachment 2	Federal Assistance Reporting Checklist and Instructions
Attachment 3	Budget Information SF-424A
Attachment 4	Intellectual Property Provisions
Attachment 5	Energy Efficiency and Conservation Strategy

The following are incorporated into this Award by reference:

- DOE Assistance Regulations, 2 CFR part 200 as amended by 2 CFR part 910 at http://www.eCFR.gov.
- National Policy Requirements (November 12, 2020) at http://www.nsf.gov/awards/managing/rtc.jsp.
- The Recipient's application/proposal as approved by SCEP.
- Public Law 117-58, also known as the Bipartisan Infrastructure Law (BIL).

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Subpart A. General Provisions

Term 1. Legal Authority and Effect

A DOE financial assistance award is valid only if it is in writing and is signed, either in writing or electronically, by a DOE Contracting Officer.

The Recipient may accept or reject the Award. A request to draw down DOE funds or acknowledgement of award documents by the Recipient's authorized representative through electronic systems used by DOE, specifically FedConnect, constitutes the Recipient's acceptance of the terms and conditions of this Award. Acknowledgement via FedConnect by the Recipient's authorized representative constitutes the Recipient's electronic signature.

Term 2. Flow Down Requirement

The Recipient agrees to apply the terms and conditions of this Award, as applicable, including the Intellectual Property Provisions, to all subrecipients (and subcontractors, as appropriate), as required by 2 CFR 200.101, and to require their strict compliance therewith. Further, the Recipient must apply the Award terms as required by 2 CFR 200.327 to all subrecipients (and subcontractors, as appropriate), and to require their strict compliance therewith.

Term 3. Compliance with Federal, State, and Municipal Law

The Recipient is required to comply with applicable Federal, state, and local laws and regulations for all work performed under this Award. The Recipient is required to obtain all necessary Federal, state, and local permits, authorizations, and approvals for all work performed under this Award.

Term 4. Inconsistency with Federal Law

Any apparent inconsistency between Federal statutes and regulations and the terms and conditions contained in this Award must be referred to the DOE Award Administrator for guidance.

Term 5. Federal Stewardship

SCEP will exercise normal Federal stewardship in overseeing the project activities performed under this Award. Stewardship activities include, but are not limited to, conducting site visits; reviewing performance and financial reports; providing technical assistance and/or temporary intervention in unusual circumstances to address deficiencies that develop during the project; assuring compliance with terms and conditions; and reviewing technical performance after project completion to ensure that the project objectives have been accomplished.

Term 6. NEPA Requirements

DOE must comply with the National Environmental Policy Act (NEPA) prior to authorizing the use of Federal funds. Based on all information provided by the Recipient, SCEP has made a NEPA determination by issuing a categorical exclusion (CX) for all activities listed in the Activity

File approved by the Contracting Officer and the DOE NEPA Determination. The Recipient is thereby authorized to use Federal funds for the defined project activities, subject the Recipient's compliance with the conditions stated below and except where such activity is subject to a restriction set forth elsewhere in this Award.

Condition(s):

1. This NEPA Determination only applies to activities funded by the Administrative and Legal Requirements Document (ALRD) for the EECBG Program Formula Infrastructure Investment and Jobs Act (EECBG Formula - IIJA) awarded to non-tribal recipients proposing non-ground disturbing activities within states that have a DOE executed Historic Preservation Programmatic Agreement.
2. Activities not listed under "Blueprints and additional activities" within this NEPA determination are subject to additional NEPA review and approval by DOE. For activities requiring additional NEPA review, Recipients must complete the environmental questionnaire (EQ-1) found at https: //www.eere-pmc.energy.gov/NEPA.aspx and receive notification from DOE that the NEPA review has been completed and approved by the Contracting Officer prior to initiating the project or activities.
3. Activities proposed on tribal lands or tribal properties would be restricted to homes/buildings less than forty-five (45) years old and without ground disturbance. Recipients must contact the DOE Project Officer for a Historic Preservation Worksheet to request a review of activities that are listed below on tribal homes/buildings forty-five (45) years and older and/or ground disturbing activities. The DOE NEPA team must review the Historic Preservation Worksheet and notify the Recipient's DOE Project Officer before activities listed on the Historic Preservation Worksheet may begin.
4. This authorization does not include activities where the following elements exist: extraordinary circumstances; cumulative impacts or connected actions that may lead to significant effects on the human environment; or any inconsistency with the "integral elements" (as contained in 10 CFR Part 1021, Appendix B) as they relate to a particular project.
5. The Recipient must identify and promptly notify DOE of extraordinary circumstances, cumulative impacts or connected actions that may lead to significant effects on the human environment, or any inconsistency with the "integral elements" (as contained in 10 CFR Part 1021, Appendix B) as they relate to project activities.
6. Recipients must have a DOE executed Historic Preservation Programmatic Agreement and adhere to the terms and restrictions of its DOE executed Historic Preservation Programmatic Agreement. DOE executed Historic Preservation Programmatic Agreements are available at https://www.energy.gov/node/812599.
7. Recipients are responsible for reviewing the online NEPA and Historic preservation training at www.energy.gov/node/4816816 and contacting EECBG.NEPA@ee.doe.gov with any EECBG NEPA or historic preservation questions.

8. Recipients are required to submit an annual Historic Preservation Report in the Performance and Accountability for Grants in Energy system (PAGE) at https://www.page.energy.gov/default.aspx.
9. Most activities listed under "Blueprints and additional activities" within this NEPA determination are more restrictive than the Categorical Exclusion. The restrictions included in the "Blueprints and additional activities" must be followed.
10. This authorization excludes any activities that are otherwise subject to a restriction set forth elsewhere in the award.

This authorization is specific to the project activities and locations as described in the Activity File approved by the Contracting Officer and the DOE NEPA Determination.

If the Recipient later intends to add to or modify the activities or locations as described in the approved Activity File and the DOE NEPA Determination, those new activities/locations or modified activities/locations are subject to additional NEPA review and are not authorized for Federal funding until the Contracting Officer provides written authorization on those additions or modifications. Should the Recipient elect to undertake activities or change locations prior to written authorization from the Contracting Officer, the Recipient does so at risk of not receiving Federal funding for those activities, and such costs may not be recognized as allowable cost share.

Term 7. Notice Regarding the Purchase of American-Made Equipment and Products – Sense of Congress

It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available under this Award should be American-made.

Term 8. Reporting Requirements

The reporting requirements for this Award are identified on the Federal Assistance Reporting Checklist, attached to this Award. Failure to comply with these reporting requirements is considered a material noncompliance with the terms of the Award. Noncompliance may result in withholding of future payments, suspension, or termination of the current award, and withholding of future awards. A willful failure to perform, a history of failure to perform, or unsatisfactory performance of this and/or other financial assistance awards, may also result in a debarment action to preclude future awards by Federal agencies.

Term 9. Lobbying

By accepting funds under this Award, the Recipient agrees that none of the funds obligated on the Award shall be expended, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress, other than to communicate to Members of Congress as described in 18 U.S.C. § 1913. This restriction is in addition to those prescribed elsewhere in statute and regulation.

Term 10. Publications

The Recipient is required to include the following acknowledgement in publications arising out of, or relating to, work performed under this Award, whether copyrighted or not:

- *Acknowledgment:* "This material is based upon work supported by the U.S. Department of Energy's Office of State and Community Energy Programs (SCEP) under the Energy Efficiency and Conservation Block Grant Program (EECBG) Award Number DE-SE0000194."

- *Full Legal Disclaimer:* "This report was prepared as an account of work sponsored by an agency of the United States Government. Neither the United States Government nor any agency thereof, nor any of their employees, makes any warranty, express or implied, or assumes any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, apparatus, product, or process disclosed, or represents that its use would not infringe privately owned rights. Reference herein to any specific commercial product, process, or service by trade name, trademark, manufacturer, or otherwise does not necessarily constitute or imply its endorsement, recommendation, or favoring by the United States Government or any agency thereof. The views and opinions of authors expressed herein do not necessarily state or reflect those of the United States Government or any agency thereof."

  Abridged Legal Disclaimer: "The views expressed herein do not necessarily represent the views of the U.S. Department of Energy or the United States Government."

  Recipients should make every effort to include the full Legal Disclaimer. However, in the event that recipients are constrained by formatting and/or page limitations set by the publisher, the abridged Legal Disclaimer is an acceptable alternative.

Term 11. No-Cost Extension

As provided in 2 CFR 200.308, the Recipient must provide the Contracting Officer with notice in advance if it intends to utilize a one-time, no-cost extension of this Award. The notification must include the supporting reasons and the revised period of performance. The Recipient must submit this notification in writing to the Contracting Officer and DOE Technology Manager/ Project Officer at least 30 days before the end of the current budget period.

Any no-cost extension will not alter the project scope, milestones, deliverables, or budget of this Award.

Term 12. Property Standards

The complete text of the Property Standards can be found at 2 CFR 200.310 through 200.316. Also see 2 CFR 910.360 for additional requirements for real property and equipment for For-Profit recipients.

Term 13. Insurance Coverage

See 2 CFR 200.310 for insurance requirements for real property and equipment acquired or improved with Federal funds. Also see 2 CFR 910.360(d) for additional requirements for real property and equipment for For-Profit recipients.

Term 14. Real Property

Subject to the conditions set forth in 2 CFR 200.311, title to real property acquired or improved under a Federal award will conditionally vest upon acquisition in the non-Federal entity. The non-Federal entity cannot encumber this property and must follow the requirements of 2 CFR 200.311 before disposing of the property.

Except as otherwise provided by Federal statutes or by the Federal awarding agency, real property will be used for the originally authorized purpose as long as needed for that purpose. When real property is no longer needed for the originally authorized purpose, the non-Federal entity must obtain disposition instructions from DOE or pass-through entity. The instructions must provide for one of the following alternatives: (1) retain title after compensating DOE as described in 2 CFR 200.311(c)(1); (2) Sell the property and compensate DOE as specified in 2 CFR 200.311(c)(2); or (3) transfer title to DOE or to a third party designated/approved by DOE as specified in 2 CFR 200.311(c)(3).

See 2 CFR 200.311 for additional requirements pertaining to real property acquired or improved under a Federal award. Also see 2 CFR 910.360 for additional requirements for real property for For-Profit recipients.

Term 15. Equipment

Subject to the conditions provided in 2 CFR 200.313, title to equipment (property) acquired under a Federal award will conditionally vest upon acquisition with the non-Federal entity. The non-Federal entity cannot encumber this property and must follow the requirements of 2 CFR 200.313 before disposing of the property.

A state must use equipment acquired under a Federal award by the state in accordance with state laws and procedures.

Equipment must be used by the non-Federal entity in the program or project for which it was acquired as long as it is needed, whether or not the project or program continues to be supported by the Federal award. When no longer needed for the originally authorized purpose, the equipment may be used by programs supported by DOE in the priority order specified in 2 CFR 200.313(c)(1)(i) and (ii).

Management requirements, including inventory and control systems, for equipment are provided in 2 CFR 200.313(d).

When equipment acquired under a Federal award is no longer needed, the non-Federal entity must obtain disposition instructions from DOE or pass-through entity.

Disposition will be made as follows: (1) items of equipment with a current fair market value of $5,000 or less may be retained, sold, or otherwise disposed of with no further obligation to DOE; (2) Non-Federal entity may retain title or sell the equipment after compensating DOE as described in 2 CFR 200.313(e)(2); or (3) transfer title to DOE or to an eligible third party as specified in 2 CFR 200.313(e)(3).

See 2 CFR 200.313 for additional requirements pertaining to equipment acquired under a Federal award. Also see 2 CFR 910.360 for additional requirements for equipment for For-Profit recipients. See also 2 CFR 200.439 Equipment and other capital expenditures.

Term 16. Supplies

See 2 CFR 200.314 for requirements pertaining to supplies acquired under a Federal award. See also 2 CFR 200.453 Materials and supplies costs, including costs of computing devices.

Term 17. Property Trust Relationship

Real property, equipment, and intangible property, that are acquired or improved with a Federal award must be held in trust by the non-Federal entity as trustee for the beneficiaries of the project or program under which the property was acquired or improved. See 2 CFR 200.316 for additional requirements pertaining to real property, equipment, and intangible property acquired or improved under a Federal award.

Term 18. Record Retention

Consistent with 2 CFR 200.334 through 200.338, the Recipient is required to retain records relating to this Award.

Term 19. Audits

A. Government-Initiated Audits

The Recipient must provide any information, documents, site access, or other assistance requested by SCEP, DOE or Federal auditing agencies (e.g., DOE Inspector General, Government Accountability Office) for the purpose of audits and investigations. Such assistance may include, but is not limited to, reasonable access to the Recipient's records relating to this Award.

Consistent with 2 CFR part 200 as amended by 2 CFR part 910, DOE may audit the Recipient's financial records or administrative records relating to this Award at any time. Government-initiated audits are generally paid for by DOE.

DOE may conduct a final audit at the end of the project period (or the termination of

the Award, if applicable). Upon completion of the audit, the Recipient is required to refund to DOE any payments for costs that were determined to be unallowable. If the audit has not been performed or completed prior to the closeout of the award, DOE retains the right to recover an appropriate amount after fully considering the recommendations on disallowed costs resulting from the final audit.

DOE will provide reasonable advance notice of audits and will minimize interference with ongoing work, to the maximum extent practicable.

B. Annual Independent Audits (Single Audit or Compliance Audit)
The Recipient must comply with the annual independent audit requirements in 2 CFR 200.500 through .521 for institutions of higher education, nonprofit organizations, and state and local governments (Single audit), and 2 CFR 910.500 through .521 for for-profit entities (Compliance audit).

The annual independent audits are separate from Government-initiated audits discussed in part A. of this Term and must be paid for by the Recipient. To minimize expense, the Recipient may have a Compliance audit in conjunction with its annual audit of financial statements. The financial statement audit is **not** a substitute for the Compliance audit. If the audit (Single audit or Compliance audit, depending on Recipient entity type) has not been performed or completed prior to the closeout of the award, DOE may impose one or more of the actions outlined in 2 CFR 200.339, Remedies for Noncompliance.

Term 20. Indemnity

The Recipient shall indemnify DOE and its officers, agents, or employees for any and all liability, including litigation expenses and attorneys' fees, arising from suits, actions, or claims of any character for death, bodily injury, or loss of or damage to property or to the environment, resulting from the project, except to the extent that such liability results from the direct fault or negligence of DOE officers, agents or employees, or to the extent such liability may be covered by applicable allowable costs provisions.

Term 21. Foreign National Participation

If the Recipient (including any of its subrecipients and contractors) anticipates involving foreign nationals in the performance of the Award, the Recipient must, upon DOE's request, provide DOE with specific information about each foreign national to ensure compliance with the requirements for participation and access approval. The volume and type of information required may depend on various factors associated with the Award. The DOE Contracting Officer will notify the Recipient if this information is required.

DOE may elect to deny a foreign national's participation in the Award. Likewise, DOE may elect to deny a foreign national's access to a DOE sites, information, technologies, equipment, programs or personnel.

Term 22. Post-Award Due Diligence Reviews

During the life of the Award, DOE may conduct ongoing due diligence reviews, through Government resources, to identify potential risks of undue foreign influence. In the event, a risk is identified, DOE may require risk mitigation measures, including but not limited to, requiring an individual or entity not participate in the Award.

Subpart B. Financial Provisions

Term 23. Maximum Obligation

The maximum obligation of DOE for this Award is the total "Funds Obligated" stated in Block 13 of the Assistance Agreement to this Award.

Term 24. Refund Obligation

The Recipient must refund any excess payments received from SCEP, including any costs determined unallowable by the Contracting Officer. Upon the end of the project period (or the termination of the Award, if applicable), the Recipient must refund to SCEP the difference between (1) the total payments received from SCEP, and (2) the Federal share of the costs incurred. Refund obligations under this Term do not supersede the annual reconciliation or true up process if specified under the Indirect Cost Term.

Term 25. Allowable Costs

SCEP determines the allowability of costs through reference to 2 CFR part 200 as amended by 2 CFR part 910. All project costs must be allowable, allocable, and reasonable. The Recipient must document and maintain records of all project costs, including, but not limited to, the costs paid by Federal funds, costs claimed by its subrecipients and project costs that the Recipient claims as cost sharing, including in-kind contributions. The Recipient is responsible for maintaining records adequate to demonstrate that costs claimed have been incurred, are reasonable, allowable and allocable, and comply with the cost principles. Upon request, the Recipient is required to provide such records to SCEP. Such records are subject to audit. Failure to provide SCEP adequate supporting documentation may result in a determination by the Contracting Officer that those costs are unallowable.

The Recipient is required to obtain the prior written approval of the Contracting Officer for any foreign travel costs.

Term 26. Indirect Costs

A. Indirect Cost Allocation:

The Recipient has a Federally approved provisional Negotiated Indirect Cost Rate Agreement (NICRA) with a current effective period identified for billing and estimation purposes and it applies uniformly across all Federal awards. These costs

shall be reconciled or trued up (actual incurred costs) on an annual basis with the Recipient's cognizant agency. An updated rate proposal or NICRA is required if the Recipient requests to bill the DOE higher billing rates than those listed in the current NICRA.

B. Fringe Cost Allocation:

Fringe benefit costs have been allocated to this award under a segregated fringe billing rate. The fringe costs were found to be reasonable, allocable, and allowable as reflected in the budget. Fringe elements apply to both direct and indirect labor. Under a segregated cost pool, the fringe billing rate shall be treated as an indirect cost expenditure and must be reconciled annually.

C. Subrecipient Indirect Costs (If Applicable):

The Recipient must ensure its subrecipient's indirect costs are appropriately managed, have been found to be allowable, and comply with the requirements of this Award and 2 CFR Part 200 as amended by 2 CFR Part 910.

D. Indirect Cost Stipulations:

i. Modification to Indirect Cost Billing Rates

SCEP will not modify this Award solely to provide additional funds to cover increases in the Recipient's indirect cost billing rate(s). Adjustments to the indirect cost billing rates must be approved by the Recipient's Cognizant Agency or Cognizant Federal Agency Official.

The Recipient must provide a copy of an updated NICRA or indirect rate proposal to the DOE Award Administrator in order to increase indirect cost billing rates. If the Contracting Officer provides prior written approval, the Recipient may incur an increase in the indirect cost billing rates. Reimbursement will be limited by the budgeted dollar amount for indirect costs for each budget period as shown in Attachment 3 to this Award.

ii. Annual Cost Reconciliation

In accordance with Appendices III-VII of 2 CFR Part 200 or 48 CFR Part 42.7, governing for-profit organizations, the indirect cost billing rates shall be reconciled or trued up (actual incurred costs) on an annual basis via the annual incurred cost proposal within six months after the Recipient's fiscal year end.

iii. Adjustments to Indirect Cost Billing Rates

Following an official audit or adequacy review of the incurred cost proposal, one of the following shall apply:

1. If the Recipient's actual and final annual indirect cost billing rate(s) reflect that Recipient invoiced at higher billing rates than actually incurred, the Recipient must refund the Government the over-recovered amounts.

2. If the Recipient's actual and final annual indirect cost billing rate(s) reflect that the Recipient invoiced at lower billing rates than actually incurred, the Recipient may not be reimbursed for increases in its indirect cost rate, which resulted in an under-recovery. Increased indirect cost billing rates cannot be retroactively applied to the DOE award.

iv. Award Closeout

The closeout of the DOE award does not affect (1) the right of the DOE to disallow costs and recover funds on the basis of a later audit or other review; (2) the requirement for the Recipient to return any funds due as a result of later refunds, corrections or other transactions including final indirect cost billing rate adjustments; and (3) the ability of the DOE to make financial adjustments to a previously closed award resolving indirect cost payments and making final payments.

Term 27. Decontamination and/or Decommissioning (D&D) Costs

Notwithstanding any other provisions of this Award, the Government shall not be responsible for or have any obligation to the Recipient for (1) Decontamination and/or Decommissioning (D&D) of any of the Recipient's facilities, or (2) any costs which may be incurred by the Recipient in connection with the D&D of any of its facilities due to the performance of the work under this Award, whether said work was performed prior to or subsequent to the effective date of the Award.

Term 28. Use of Program Income

If the Recipient earns program income during the project period as a result of this Award, the Recipient must add the program income to the funds committed to the Award and used to further eligible project objectives.

Term 29. Payment Procedures

A. Method of Payment

Payment will be made by reimbursement through the Department of Treasury's ASAP system.

B. Requesting Reimbursement

Requests for reimbursements must be made through the ASAP system.

C. Adjusting Payment Requests for Available Cash

The Recipient must disburse any funds that are available from repayments to and interest earned on a revolving fund, program income, rebates, refunds, contract settlements, audit recoveries, credits, discounts, and interest earned on any of those funds before requesting additional cash payments from SCEP.

D. Payments

All payments are made by electronic funds transfer to the bank account identified on the Bank Information Form that the Recipient filed with the U.S. Department of Treasury.

E. Unauthorized Drawdown of Federal Funds

For each budget period, the Recipient may not spend more than the Federal share authorized to that particular budget period, without specific written approval from the Contracting Officer. The Recipient must immediately refund SCEP any amounts spent or drawn down in excess of the authorized amount for a budget period. The Recipient and subrecipients shall promptly, but at least quarterly, remit to DOE interest earned on advances drawn in excess of disbursement needs, and shall comply with the procedure for remitting interest earned to the Federal government per 2 CFR 200.305, as applicable.

Term 30. Budget Changes

A. Budget Changes Generally

The Contracting Officer has reviewed and approved the SF-424A in Attachment 3 to this Award.

Any increase in the total project cost, whether DOE share or Cost Share, which is stated as "Total" in Block 12 to the Assistance Agreement of this Award, must be approved in advance and in writing by the Contracting Officer.

Any change that alters the project scope, milestones or deliverables requires prior written approval of the Contracting Officer. SCEP may deny reimbursement for any failure to comply with the requirements in this term.

B. Transfers of Funds Among Direct Cost Categories

The Recipient is required to obtain the prior written approval of the Contracting Officer for any transfer of funds among direct cost categories where the cumulative amount of such transfers exceeds or is expected to exceed 10 percent of the total project cost, which is stated as "Total" in Block 12 to the Assistance Agreement of this Award.

The Recipient is required to notify the DOE Technology Manager/Project Officer of

any transfer of funds among direct cost categories where the cumulative amount of such transfers is equal to or below 10 percent of the total project cost, which is stated as "Total" in Block 12 to the Assistance Agreement of this Award.

C. Transfer of Funds Between Direct and Indirect Cost Categories
The Recipient is required to obtain the prior written approval of the Contracting Officer for any transfer of funds between direct and indirect cost categories. If the Recipient's actual allowable indirect costs are less than those budgeted in Attachment 3 to this Award, the Recipient may use the difference to pay additional allowable direct costs during the project period so long as the total difference is less than 10% of total project costs and the difference is reflected in actual requests for reimbursement to DOE.

Subpart C. Miscellaneous Provisions

Term 31. Environmental, Safety and Health Performance of Work at DOE Facilities

With respect to the performance of any portion of the work under this Award which is performed at a DOE -owned or controlled site, the Recipient agrees to comply with all State and Federal Environmental, Safety and Health (ES&H) regulations and with all other ES&H requirements of the operator of such site.

Prior to the performance on any work at a DOE-owned or controlled site, the Recipient shall contact the site facility manager for information on DOE and site-specific ES&H requirements.

The Recipient is required apply this provision to its subrecipients and contractors.

Term 32. System for Award Management and Universal Identifier Requirements

A. Requirement for Registration in the System for Award Management (SAM)
Unless the Recipient is exempted from this requirement under 2 CFR 25.110, the Recipient must maintain the currency of its information in SAM until the Recipient submits the final financial report required under this Award or receive the final payment, whichever is later. This requires that the Recipient reviews and updates the information at least annually after the initial registration, and more frequently if required by changes in its information or another award term.

B. Unique Entity Identifier (UEI)
SAM automatically assigns a UEI to all active SAM.gov registered entities. Entities no longer have to go to a third-party website to obtain their identifier. This information is displayed on SAM.gov.

If the Recipient is authorized to make subawards under this Award, the Recipient:

i. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from the Recipient unless the entity has provided its UEI number to the Recipient.

ii. May not make a subaward to an entity unless the entity has provided its UEI number to the Recipient.

C. Definitions

For purposes of this award term:

i. System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM Internet site (currently at https://www.sam.gov).

ii. Unique Entity Identifier (UEI) is the 12-character, alpha-numeric identifier that will be assigned by SAM.gov upon registration.

iii. Entity, as it is used in this award term, means all of the following, as defined at 2 CFR Part 25, subpart C:

1. A Governmental organization, which is a State, local government, or Indian Tribe.
2. A foreign public entity.
3. A domestic or foreign nonprofit organization.
4. A domestic or foreign for-profit organization.
5. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

iv. Subaward:

1. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which the Recipient received this Award and that the Recipient awards to an eligible subrecipient.

2. The term does not include the Recipient's procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.501 Audit requirements, (f) *Subrecipients and Contractors* and/or 2 CFR 910.501 Audit requirements, (f)

Subrecipients and Contractors).

3. A subaward may be provided through any legal agreement, including an agreement that the Recipient considers a contract.

v. Subrecipient means an entity that:

1. Receives a subaward from the Recipient under this Award; and
2. Is accountable to the Recipient for the use of the Federal funds provided by the subaward.

Term 33. Nondisclosure and Confidentiality Agreements Assurances

A. By entering into this agreement, the Recipient attests that it **does not and will not** require its employees or contractors to sign internal nondisclosure or confidentiality agreements or statements prohibiting or otherwise restricting its employees or contactors from lawfully reporting waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

B. The Recipient further attests that it **does not and will not** use any Federal funds to implement or enforce any nondisclosure and/or confidentiality policy, form, or agreement it uses unless it contains the following provisions:

i. *''These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.''*

ii. The limitation above shall not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

iii. Notwithstanding provision listed in paragraph (a), a nondisclosure or confidentiality policy form or agreement that is to be executed by a person connected with the conduct of an intelligence or intelligence-related activity, other than an employee or officer of the United States Government, may

contain provisions appropriate to the particular activity for which such document is to be used. Such form or agreement shall, at a minimum, require that the person will not disclose any classified information received in the course of such activity unless specifically authorized to do so by the United States Government. Such nondisclosure or confidentiality forms shall also make it clear that they do not bar disclosures to Congress, or to an authorized official of an executive agency or the Department of Justice, that are essential to reporting a substantial violation of law.

Term 34. Subrecipient Change Notification

Except for subrecipients specifically proposed as part of the Recipient's Application for award, the Recipient must notify the Contracting Officer and Project Manager in writing 30 days prior to the execution of new or modified subrecipient agreements, including naming any To Be Determined subrecipients. This notification does not constitute a waiver of the prior approval requirements outlined in 2 CFR part 200 as amended by 2 CFR part 910, nor does it relieve the Recipient from its obligation to comply with applicable Federal statutes, regulations, and executive orders.

In order to satisfy this notification requirement, the Recipient documentation must, as a minimum, include the following:

- A description of the research to be performed, the service to be provided, or the equipment to be purchased.
- Cost share commitment letter if the subrecipient is providing cost share to the Award.
- An assurance that the process undertaken by the Recipient to solicit the subrecipient complies with their written procurement procedures as outlined in 2 CFR 200.317 through 200.327.
- An assurance that no planned, actual or apparent conflict of interest exists between the Recipient and the selected subrecipient and that the Recipient's written standards of conduct were followed.[1]
- A completed Environmental Questionnaire, if applicable.
- An assurance that the subrecipient is not a debarred or suspended entity.
- An assurance that all required award provisions will be flowed down in the resulting subrecipient agreement.

[1] It is DOE's position that the existence of a "covered relationship" as defined in 5 CFR 2635.502(a)&(b) between a member of the Recipient's owners or senior management and a member of a subrecipient's owners or senior management creates at a minimum an apparent conflict of interest that would require the Recipient to notify the Contracting Officer and provide detailed information and justification (including, for example, mitigation measures) as to why the subrecipient agreement does not create an actual conflict of interest. The Recipient must also notify the Contracting Officer of any new subrecipient agreement with: (1) an entity that is owned or otherwise controlled by the Recipient; or (2) an entity that is owned or otherwise controlled by another entity that also owns or otherwise controls the Recipient, as it is DOE's position that these situations also create at a minimum an apparent conflict of interest.

The Recipient is responsible for making a final determination to award or modify subrecipient agreements under this agreement, but the Recipient may not proceed with the subrecipient agreement until the Contracting Officer determines, and provides the Recipient written notification, that the information provided is adequate.

Should the Recipient not receive a written notification of adequacy from the Contracting Officer within 30 days of the submission of the subrecipient documentation stipulated above, the Recipient may proceed to award or modify the proposed subrecipient agreement.

Term 35. Conference Spending

The Recipient shall not expend any funds on a conference not directly and programmatically related to the purpose for which the grant was awarded that would defray the cost to the United States Government of a conference held by any Executive branch department, agency, board, commission, or office for which the cost to the United States Government would otherwise exceed $20,000, thereby circumventing the required notification by the head of any such Executive Branch department, agency, board, commission, or office to the Inspector General (or senior ethics official for any entity without an Inspector General), of the date, location, and number of employees attending such conference.

Term 36. Recipient Integrity and Performance Matters

A. General Reporting Requirement

If the total value of your currently active Financial Assistance awards, grants, and procurement contracts from all Federal awarding agencies exceeds $10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this term. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

B. Proceedings About Which You Must Report

Submit the information required about each proceeding that:

i. Is in connection with the award or performance of a Financial Assistance, cooperative agreement, or procurement contract from the Federal Government;

ii. Reached its final disposition during the most recent five-year period; and

iii. Is one of the following:

1. A criminal proceeding that resulted in a conviction, as defined in paragraph E of this award term and condition;
2. A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more;
3. An administrative proceeding, as defined in paragraph E of this term, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of $5,000 or more or reimbursement, restitution, or damages in excess of $100,000; or
4. Any other criminal, civil, or administrative proceeding if:
    a. It could have led to an outcome described in paragraph B.iii.1, 2, or 3 of this term;
    b. It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
    c. The requirement in this term to disclose information about the proceeding does not conflict with applicable laws and regulations.

C. Reporting Procedures

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph B of this term. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

D. Reporting Frequency

During any period of time when you are subject to the requirement in paragraph A of this term, you must report proceedings information through SAM for the most recent five-year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, Financial Assistance awards, (including cooperative agreement awards) with a cumulative total value greater than $10,000,000, must disclose semiannually any information about the criminal, civil, and administrative proceedings.

E. Definitions

For purposes of this term:

i. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State

level but only in connection with performance of a Federal contract or Financial Assistance awards. It does not include audits, site visits, corrective plans, or inspection of deliverables.

ii. Conviction means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of *nolo contendere*.

iii. Total value of currently active Financial Assistance awards, cooperative agreements and procurement contracts includes—

1. Only the Federal share of the funding under any Federal award with a recipient cost share or match; and
2. The value of all expected funding increments under a Federal award and options, even if not yet exercised.

Term 37. Export Control

The United States government regulates the transfer of information, commodities, technology, and software considered to be strategically important to the U.S. to protect national security, foreign policy, and economic interests without imposing undue regulatory burdens on legitimate international trade. There is a network of Federal agencies and regulations that govern exports that are collectively referred to as "Export Controls." The Recipient is responsible for ensuring compliance with all applicable United States Export Control laws and regulations relating to any work performed under a resulting award.
The Recipient must immediately report to DOE any export control violations related to the project funded under this award, at the recipient or subrecipient level, and provide the corrective action(s) to prevent future violations.

Term 38. Interim Conflict of Interest Policy for Financial Assistance

The DOE interim Conflict of Interest Policy for Financial Assistance (COI Policy) can be found at https://www.energy.gov/management/department-energy-interim-conflict-interest-policy-requirements-financial-assistance. This policy is applicable to all non-Federal entities applying for, or that receive, DOE funding by means of a financial assistance award (e.g., a grant, cooperative agreement, or technology investment agreement) and, through the implementation of this policy by the entity, to each Investigator who is planning to participate in, or is participating in, the project funded wholly or in part under this Award. The term "Investigator" means the PI and any other person, regardless of title or position, who is responsible for the purpose, design, conduct, or reporting of a project funded by DOE or proposed for funding by DOE. The Recipient must flow down the requirements of the interim COI Policy to any subrecipient non-Federal entities, with the exception of DOE National Laboratories. Further, the Recipient must identify all financial conflicts of interests (FCOI), i.e., managed and unmanaged/ unmanageable, in its initial and ongoing FCOI reports.

Prior to award, the Recipient was required to: 1) ensure all Investigators on this Award completed their significant financial disclosures; 2) review the disclosures; 3) determine whether a FCOI exists; 4) develop and implement a management plan for FCOIs; and 5) provide

DOE with an initial FCOI report that includes all FCOIs (i.e., managed and unmanaged/unmanageable). Within 180 days of the date of the Award, the Recipient must be in full compliance with the other requirements set forth in DOE's interim COI Policy.

Term 39. Organizational Conflict of Interest

Organizational conflicts of interest are those where, because of relationships with a parent company, affiliate, or subsidiary organization, the Recipient is unable or appears to be unable to be impartial in conducting procurement action involving a related organization (2 CFR 200.318(c)(2)).

The Recipient must disclose in writing any potential or actual organizational conflict of interest to the DOE Contracting Officer. The Recipient must provide the disclosure prior to engaging in a procurement or transaction using project funds with a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe. For a list of the information that must be included the disclosure, see Section VI. of the DOE interim Conflict of Interest Policy for Financial Assistance at https://www.energy.gov/management/department-energy-interim-conflict-interest-policy-requirements-financial-assistance.

If the effects of the potential or actual organizational conflict of interest cannot be avoided, neutralized, or mitigated, the Recipient must procure goods and services from other sources when using project funds. Otherwise, DOE may terminate the Award in accordance with 2 CFR 200.340 unless continued performance is determined to be in the best interest of the Federal government.

The Recipient must flow down the requirements of the interim COI Policy to any subrecipient non-Federal entities, with the exception of DOE National Laboratories. The Recipient is responsible for ensuring subrecipient compliance with this term.

If the Recipient has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, the Recipient must maintain written standards of conduct covering organizational conflicts of interest.

Term 40. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

As set forth in 2 CFR 200.216, recipients and subrecipients are prohibited from obligating or expending project funds (Federal and non-Federal funds) to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a

substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

See Public Law 115-232, section 889 for additional information.

Term 41. Human Subjects Research

Research involving human subjects, biospecimens, or identifiable private information conducted with Department of Energy (DOE) funding is subject to the requirements of DOE Order 443.1C, *Protection of Human Research Subjects*, 45 CFR Part 46, *Protection of Human Subjects* (*subpart A which is referred to as the "Common Rule"),* and 10 CFR Part 745, *Protection of Human Subjects*.

Federal regulation and the DOE Order require review by an Institutional Review Board (IRB) of all proposed human subjects research projects. The IRB is an interdisciplinary ethics board responsible for ensuring that the proposed research is sound and justifies the use of human subjects or their data; the potential risks to human subjects have been minimized; participation is voluntary; and clear and accurate information about the study, the benefits and risks of participating, and how individuals' data/specimens will be protected/used, is provided to potential participants for their use in determining whether or not to participate.

The Recipient shall provide the Federal Wide Assurance number identified in item 1 below and the certification identified in item 2 below to DOE prior to initiation of any project that will involve interactions with humans in some way (e.g., through surveys); analysis of their identifiable data (e.g., demographic data and energy use over time); asking individuals to test devices, products, or materials developed through research; and/or testing of commercially

available devices in buildings/homes in which humans will be present. *Note:* This list of examples is illustrative and not all inclusive.

No DOE funded research activity involving human subjects, biospecimens, or identifiable private information shall be conducted without:

1) A registration and a Federal Wide Assurance of compliance accepted by the Office of Human Research Protection (OHRP) in the Department of Health and Human Services; and
2) Certification that the research has been reviewed and approved by an Institutional Review Board (IRB) provided for in the assurance. IRB review may be accomplished by the awardee's institutional IRB; by the Central DOE IRB; or if collaborating with one of the DOE national laboratories, by the DOE national laboratory IRB.

The Recipient is responsible for ensuring all subrecipients comply and for reporting information on the project annually to the DOE Human Subjects Research Database (HSRD) at https://science.osti.gov/HumanSubjects/Human-Subjects-Database/home. *Note:* If a DOE IRB is used, no end of year reporting will be needed.

Additional information on the DOE Human Subjects Research Program can be found at: https://science.osti.gov/ber/human-subjects

Term 42. Fraud, Waste and Abuse

The mission of the DOE Office of Inspector General (OIG) is to strengthen the integrity, economy and efficiency of DOE's programs and operations including deterring and detecting fraud, waste, abuse and mismanagement. The OIG accomplishes this mission primarily through investigations, audits, and inspections of Department of Energy activities to include grants, cooperative agreements, loans, and contracts. The OIG maintains a Hotline for reporting allegations of fraud, waste, abuse, or mismanagement. To report such allegations, please visit https://www.energy.gov/ig/ig-hotline.

Additionally, the Recipient must be cognizant of the requirements of 2 CFR § 200.113 Mandatory disclosures, which states:

> The non-Federal entity or applicant for a Federal award must disclose, in a timely manner, in writing to the Federal awarding agency or pass-through entity all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Non-Federal entities that have received a Federal award including the term and condition outlined in appendix XII of 2 CFR Part 200 are required to report certain civil, criminal, or administrative proceedings to SAM (currently FAPIIS). Failure to make

required disclosures can result in any of the remedies described in § 200.339. (See also 2 CFR part 180, 31 U.S.C. 3321, and 41 U.S.C. 2313.)

Subpart D. Bipartisan Infrastructure Law (BIL)-specific requirements

Term 43. Reporting, Tracking and Segregation of Incurred Costs

BIL funds can be used in conjunction with other funding, as necessary to complete projects, but tracking and reporting must be separate to meet the reporting requirements of the BIL and related Office of Management and Budget (OMB) Guidance. The Recipient must keep separate records for BIL funds and must ensure those records comply with the requirements of the BIL. Funding provided through the BIL that is supplemental to an existing grant or cooperative agreement is one-time funding.

Term 44. Davis-Bacon Requirements

This award is funded under Division D of the Bipartisan Infrastructure Law (BIL). All laborers and mechanics employed by the recipient, subrecipients, contractors or subcontractors in the performance of construction, alteration, or repair work in excess of $2000 on an award funded directly by or assisted in whole or in part by funds made available under this award shall be paid wages at rates not less than those prevailing on similar projects in the locality, as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code commonly referred to as the "Davis-Bacon Act" (DBA).

Recipients shall provide written assurance acknowledging the DBA requirements for the award or project and confirming that all of the laborers and mechanics performing construction, alteration, or repair, through funding under the award are paid or will be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by Subchapter IV of Chapter 31 of Title 40, United States Code (Davis-Bacon Act).

The Recipient must comply with all of the Davis-Bacon Act requirements, including but not limited to:

(1) ensuring that the wage determination(s) and appropriate Davis-Bacon clauses and requirements are flowed down to and incorporated into any applicable subcontracts or subrecipient awards.

(2) being responsible for compliance by any subcontractor or subrecipient with the Davis-Bacon labor standards.

(3) receiving and reviewing certified weekly payrolls submitted by all subcontractors and subrecipients for accuracy and to identify potential compliance issues.

(4) maintaining original certified weekly payrolls for 3 years after the completion of the project and must make those payrolls available to the DOE or the Department of Labor upon request, as required by 29 CFR 5.6(a)(2).

(5) conducting payroll and job-site reviews for construction work, including interviews with employees, with such frequency as may be necessary to assure compliance by its subcontractors and subrecipients and as requested or directed by the DOE.

(6) cooperating with any authorized representative of the Department of Labor in their inspection of records, interviews with employees, and other actions undertaken as part of a Department of Labor investigation.

(7) posting in a prominent and accessible place the wage determination(s) and Department of Labor Publication: WH-1321, Notice to Employees Working on Federal or Federally Assisted Construction Projects.

(8) notifying the Contracting Officer of all labor standards issues, including all complaints regarding incorrect payment of prevailing wages and/or fringe benefits, received from the recipient, subrecipient, contractor, or subcontractor employees; significant labor standards violations, as defined in 29 CFR 5.7; disputes concerning labor standards pursuant to 29 CFR parts 4, 6, and 8 and as defined in FAR 52.222-14; disputed labor standards determinations; Department of Labor investigations; or legal or judicial proceedings related to the labor standards under this Contract, a subcontract, or subrecipient award.

(9) preparing and submitting to the Contracting Officer, the Office of Management and Budget Control Number 1910-5165, Davis Bacon Semi-Annual Labor Compliance Report, by April 21 and October 21 of each year. Form submittal will be administered through the iBenefits system (https://doeibenefits2.energy.gov) or its successor system.

The Recipient must undergo Davis-Bacon Act compliance training and must maintain competency in Davis-Bacon Act compliance. The Contracting Officer will notify the Recipient of any DOE sponsored Davis-Bacon Act compliance trainings. The Department of Labor offers free Prevailing Wage Seminars several times a year that meet this requirement, at https://www.dol.gov/agencies/whd/government-contracts/construction/seminars/events.

The Department of Energy has contracted with, a third-party DBA electronic payroll compliance software application. The Recipient must ensure the timely electronic submission of weekly certified payrolls as part of its compliance with the Davis-Bacon Act unless a waiver is granted to a particular contractor or subcontractor because they are unable or limited in their ability to use or access the software.

Davis Bacon Act Electronic Certified Payroll Submission Waiver

A waiver must be granted before the award starts. The applicant does not have the right to appeal SCEP's decision concerning a waiver request.

For additional guidance on how to comply with the Davis-Bacon provisions and clauses, see https://www.dol.gov/agencies/whd/government-contracts/construction and https://www.dol.gov/agencies/whd/government-contracts/protections-for-workers-in-construction.

Term 45. Buy American Requirement for Infrastructure Projects

A. Definitions

Components are defined as the articles, materials, or supplies incorporated directly into the end manufactured product(s).

Construction Materials are an article, material, or supply—other than an item primarily of iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives—that is used in an infrastructure project and is or consists primarily of non-ferrous metals, plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables), glass (including optic glass), lumber, drywall, coatings (paints and stains), optical fiber, clay brick; composite building materials; or engineered wood products.

Domestic Content Procurement Preference Requirement- means a requirement that no amounts made available through a program for federal financial assistance may be obligated for an infrastructure project unless—
(A) all iron and steel used in the project are produced in the United States;
(B) the manufactured products used in the project are produced in the United States; or
(C) the construction materials used in the project are produced in the United States.
Also referred to as the **Buy America Requirement**.

Infrastructure includes, at a minimum, the structures, facilities, and equipment located in the United States, for: roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking

water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property; and generation, transportation, and distribution of energy - including electric vehicle (EV) charging.
The term "infrastructure" should be interpreted broadly, and the definition provided above should be considered as illustrative and not exhaustive.

Manufactured Products are items used for an infrastructure project made up of components that are not primarily of iron or steel; construction materials; cement and cementitious materials' aggregates such as stone, sand, or gravel; or aggregate binding agents or additives.

Primarily of iron or steel means greater than 50% iron or steel, measured by cost.

Project- means the construction, alteration, maintenance, or repair of infrastructure in the United States.

Public- The Buy America Requirement does not apply to non-public infrastructure. For purposes of this guidance, infrastructure should be considered "public" if it is: (1) publicly owned or (2) privately owned but utilized primarily for a public purpose. Infrastructure should be considered to be "utilized primarily for a public purpose" if it is privately operated on behalf of the public or is a place of public accommodation.

B. Buy America Requirement

None of the funds provided under this award (federal share or recipient cost-share) may be used for a project for infrastructure unless:

1. All iron and steel used in the project is produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

2. All manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or

manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

3. All construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America Requirement only applies to articles, materials, and supplies that are consumed in, incorporated into, or permanently affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought into the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America Requirement apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

Recipients are responsible for administering their award in accordance with the terms and conditions, including the Buy America Requirement. The recipient must ensure that the Buy America Requirement flows down to all subawards and that the subawardees and subrecipients comply with the Buy America Requirement. The Buy America Requirement term and condition must be included all sub-awards, contracts, subcontracts, and purchase orders for work performed under the infrastructure project.

C. Certification of Compliance

The Recipient must certify or provide equivalent documentation for proof of compliance that a good faith effort was made to solicit bids for domestic products used in the infrastructure project under this Award.

The Recipient must also maintain certifications or equivalent documentation for proof of compliance that those articles, materials, and supplies that are consumed in, incorporated into, affixed to, or otherwise used in the infrastructure project, not covered by a waiver or exemption, are produced in the United States. The certification or

proof of compliance must be provided by the suppliers or manufacturers of the iron, steel, manufactured products and construction materials and flow up from all subawardees, contractors and vendors to the Recipient. The Recipient must keep these certifications with the award/project files and be able to produce them upon request from DOE, auditors or Office of Inspector General.

D. Waivers

When necessary, the Recipient may apply for, and DOE may grant, a waiver from the Buy America Requirement. Requests to waive the application of the Buy America Requirement must be in writing to the Contracting Officer. Waiver requests are subject to review by DOE and the Office of Management and Budget, as well as a public comment period of no less than 15 calendar days.

Waivers must be based on one of the following justifications:

1. Public Interest- Applying the Buy America Requirement would be inconsistent with the public interest;

2. Non-Availability- The types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or

3. Unreasonable Cost- The inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

Requests to waive the Buy America Requirement must include the following:

- Waiver type (Public Interest, Non-Availability, or Unreasonable Cost);
- Recipient name and Unique Entity Identifier (UEI);
- Award information (Federal Award Identification Number, Assistance Listing number);
- A brief description of the project, its location, and the specific infrastructure involved;
- Total estimated project cost, with estimated federal share and recipient cost share breakdowns;

- Total estimated infrastructure costs, with estimated federal share and recipient cost share breakdowns;
- List and description of iron or steel item(s), manufactured goods, and/or construction material(s) the recipient seeks to waive from the Buy America Preference, including name, cost, quantity(ies), country(ies) of origin, and relevant Product Service Codes (PSC) and North American Industry Classification System (NAICS) codes for each;
- A detailed justification as to how the non-domestic item(s) is/are essential the project;
- A certification that the recipient made a good faith effort to solicit bids for domestic products supported by terms included in requests for proposals, contracts, and non-proprietary communications with potential suppliers;
- A justification statement—based on one of the applicable justifications outlined above—as to why the listed items cannot be procured domestically, including the due diligence performed (e.g., market research, industry outreach, cost analysis, cost-benefit analysis) by the recipient to attempt to avoid the need for a waiver. This justification may cite, if applicable, the absence of any Buy America-compliant bids received for domestic products in response to a solicitation; and
- Anticipated impact to the project if no waiver is issued.

The Recipient should consider using the following principles as minimum requirements contained in their waiver request:

- Time-limited: Consider a waiver constrained principally by a length of time, rather than by the specific project/award to which it applies. Waivers of this type may be appropriate, for example, when an item that is “non-available” is widely used in the project. When requesting such a waiver, the Recipient should identify a reasonable, definite time frame (e.g., no more than one to two years) designed so that the waiver is reviewed to ensure the condition for the waiver (“non-availability”) has not changed (e.g., domestic supplies have become more available).

- Targeted: Waiver requests should apply only to the item(s), product(s), or material(s) or category(ies) of item(s), product(s), or material(s) as necessary and justified. Waivers

should not be overly broad as this will undermine domestic preference policies.

- Conditional: The Recipient may request a waiver with specific conditions that support the policies of IIJA/BABA and Executive Order 14017.

DOE may request, and the Recipient must provide, additional information for consideration of this wavier. DOE may reject or grant waivers in whole or in part depending on its review, analysis, and/or feedback from OMB or the public. DOEs final determination regarding approval or rejection of the waiver request may not be appealed. Waiver requests may take up to 90 calendar days to process.

Term 46. Affirmative Action and Pay Transparency Requirements

All federally assisted construction contracts exceeding $10,000 annually will be subject to the requirements of Executive Order 11246:

(1) Recipients, subrecipients, and contractors are prohibited from discriminating in employment decisions on the basis of race, color, religion, sex, sexual orientation, gender identity or national origin.

(2) Recipients and Contractors are required to take affirmative action to ensure that equal opportunity is provided in all aspects of their employment. This includes flowing down the appropriate language to all subrecipients, contractors and subcontractors.

(3) Recipients, subrecipients, contractors and subcontractors are prohibited from taking adverse employment actions against applicants and employees for asking about, discussing, or sharing information about their pay or, under certain circumstances, the pay of their co-workers.

The Department of Labor's (DOL) Office of Federal Contractor Compliance Programs (OFCCP) uses a neutral process to schedule contractors for compliance evaluations. OFCCP's Technical Assistance Guide[2] should be consulted to gain an understanding of the requirements and possible actions the recipients, subrecipients, contractors and subcontractors must take.

Term 47. Potentially Duplicative Funding Notice

[2] See OFCCP's Technical Assistance Guide at: https://www.dol.gov/sites/dolgov/files/ofccp/Construction/files/ConstructionTAG.pdf?msclkid=9e397d68c4b111ec9d8e6fecb6c710ec Also see the National Policy Assurances http://www.nsf.gov/awards/managing/rtc.jsp

If the Recipient or subrecipients have or receive any other award of federal funds for activities that potentially overlap with the activities funded under this Award, the Recipient must promptly notify DOE in writing of the potential overlap and state whether project funds (i.e., recipient cost share and federal funds) from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items under this Award. If there are identical cost items, the Recipient must promptly notify the DOE Contracting Officer in writing of the potential duplication and eliminate any inappropriate duplication of funding.

Term 48. Transparency of Foreign Connections

During the term of the Award, the Recipient must notify the DOE Contracting Officer within fifteen (15) business days of learning of the following circumstances in relation to the Recipient or subrecipients:

1. The existence of any joint venture or subsidiary that is based in, funded by, or has a foreign affiliation with any foreign country of risk;
2. Any current or pending contractual or financial obligation or other agreement specific to a business arrangement, or joint venture-like arrangement with an enterprise owned by a country of risk or foreign entity based in a country of risk;
3. Any current or pending change in ownership structure of the Recipient or subrecipients that increases foreign ownership related to a country of risk;
4. Any current or pending venture capital or institutional investment by an entity that has a general partner or individual holding a leadership role in such entity who has a foreign affiliation with any foreign country of risk;
5. Any current or pending technology licensing or intellectual property sales to a foreign country of risk; and
6. Any current or pending foreign business entity, offshore entity, or entity outside the United States related to the Recipient or subrecipient.

Term 49. Foreign Collaboration Considerations

a. Consideration of new collaborations with foreign organizations and governments. The Recipient must provide DOE with advanced written notification of any potential collaboration with foreign entities, organizations or governments in connection with its DOE-funded award scope. The Recipient must await further guidance from DOE prior to contacting the proposed foreign entity, organization or government

regarding the potential collaboration or negotiating the terms of any potential agreement.

b. Existing collaborations with foreign entities, organizations and governments. The Recipient must provide DOE with a written list of all existing foreign collaborations in which has entered in connection with its DOE-funded award scope.

c. Description of collaborations that should be reported: In general, a collaboration will involve some provision of a thing of value to, or from, the Recipient. A thing of value includes but may not be limited to all resources made available to, or from, the recipient in support of and/or related to the Award, regardless of whether or not they have monetary value. Things of value also may include in-kind contributions (such as office/laboratory space, data, equipment, supplies, employees, students). In-kind contributions not intended for direct use on the Award but resulting in provision of a thing of value from or to the Award must also be reported. Collaborations do not include routine workshops, conferences, use of the Recipient's services and facilities by foreign investigators resulting from its standard published process for evaluating requests for access, or the routine use of foreign facilities by awardee staff in accordance with the Recipient's standard policies and procedures.

GRANT CERTIFICATION

To: Mark Aliff, President of City Council

Via: Heather Graham, Mayor

Re: E-Commute Pueblo Grant (POGG1,EFAA,202500001178)

I hereby certify that I have reviewed and am familiar with the attached documents, and to the best of my knowledge and belief, the City has the present ability to comply with all special conditions, certifications and assurances therein contained.

By: _____ Date: April 9, 2025

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

Docusign Envelope ID: 2B6D00AB-7588-4A97-AAD6-A5D7E9AF6E39

City Clerk's Office Item # R3

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: May 12, 2025

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 LICENSE AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND SPECTRUM PACIFIC WEST, LLC, A DELAWARE LIMITED LIABILITY COMPANY

SUMMARY:

The Ordinance will approve a license agreement with Spectrum Pacific West, LLC, a Delaware Limited Liability Company, which grants it a nonexclusive license to place telecommunications cable and ancillary facilities within the streets and right of ways of the City of Pueblo in order that the company may operate within the City of Pueblo as a broadband provider. The license agreement preserves, to the extent permitted under existing laws, the City's authority to manage its streets and rights of way for the benefit of the public without discrimination among telecommunications and broadband providers.

PREVIOUS COUNCIL ACTION:

The City of Pueblo has previously approved identical or substantially similar license agreements with other qualifying telecommunication and broadband providers in the past.

BACKGROUND:

Spectrum Pacific West, LLC has requested a telecommunications license from the City of Pueblo for installation of a fiber network within the City of Pueblo. Currently, the company is intending to construct fiber telecommunications infrastructure to connect communities outside of the City of Pueblo.

FINANCIAL IMPLICATIONS:

Docusign Envelope ID: 2B6D00AB-7588-4A97-AAD6-A5D7E9AF6E39

Spectrum Pacific West will pay the City of Pueblo applicable sales and use tax fees, E911 fees, and occupation taxes as required by the terms and conditions of the agreement.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

Pursuant to federal and state law, the City of Pueblo is prohibited from discriminating among or granting preferences to competing telecommunication providers in the issuance of licenses and from creating or erecting any unreasonable requirements for entry to the City of Pueblo's right of way. As such, the City's alternatives are limited to proposing amendments to the proposed license agreement that are consistent with the foregoing limitations.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. Telecommunications License Agreement Pueblo Spectrum - Final

Docusign Envelope ID: 2B6D00AB-7588-4A97-AAD6-A5D7E9AF6E39

ORDINANCE NO. 10944

AN ORDINANCE APPROVING A LICENSE AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND SPECTRUM PACIFIC WEST, LLC, A DELAWARE LIMITED LIABILITY COMPANY

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

SECTION 1.

The License Agreement between the City of Pueblo, a Colorado Municipal Corporation and Spectrum Pacific West, LLC, a Delaware Limited Liability Company, a copy of which is attached hereto, having been approved as to form by the City of Pueblo Attorney, is hereby approved.

SECTION 2.

The Mayor is authorized to execute and deliver the License 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 and staff of the City are authorized to perform any and all acts consistent with this Ordinance and the attached Agreement to implement the policies and procedures described therein.

SECTION 4.

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

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on April 28, 2025.

Final adoption of Ordinance by City Council on May 12, 2025.

DocuSigned by:
Mark Aliff
B7A4F51823AB402...
President of City Council

Action by the Mayor:

Docusign Envelope ID: 2B6D00AB-7588-4A97-AAD6-A5D7E9AF6E39

☐ Approved on 5/13/2025 | 12:26 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:
Vince Petkosek
330F90D300E24F8...
Deputy City Clerk

LICENSE AGREEMENT

This **LICENSE AGREEMENT** ("License Agreement") is entered into this _____day of _____, 20___(the "Effective Date"), by and between the City of Pueblo, a Municipal Corporation (hereinafter referred to as "City"), and Spectrum Pacific West, LLC (hereinafter referred to as "Licensee"). Licensee and City may sometimes be referred to in this License Agreement individually as a "party" or collectively as the "parties."

WITNESSETH

WHEREAS, the City is a Colorado home rule city organized and existing under and by virtue of Article XX of the Colorado Constitution and possesses plenary power and authority over the use and occupation of the public rights of way within its corporate boundaries; and

WHEREAS, Licensee represents and warrants: (a) that it is a "Broadband provider" as that term is defined under Colorado and federal law, including, but not limited to, §38-5.5-102(3), C.R.S., or a "telecommunications provider" as that term is defined under Colorado and federal law, including, but not limited to, §38-5.5-102(9), C.R.S and 47 U.S.C. § 153(51); and (b) that it operates within the geographical boundaries of the City of Pueblo; and

WHEREAS, Licensee provides its telecommunications and/or Broadband services to customers over a network owned, controlled, or leased by Licensee which lines are authorized pursuant to franchise, license agreement, or revocable permit; and

WHEREAS, Licensee may wish to install telecommunications and/or Broadband facilities upon or within certain public rights of way within the corporate boundaries of the City in order to provide telecommunications and/or Broadband services; and

WHEREAS, City is authorized under the constitution and laws of the State of Colorado to grant consent to telecommunications and/or Broadband providers to occupy the public rights of way for such purposes; provided, however, the same shall not be nor constitute the granting of a local franchise under Article 16 of the City's Charter nor shall same ever become or ripen into any franchise; and

WHEREAS, the City and Licensee have agreed to be bound by the terms and conditions set forth herein which shall govern Licensee's use of the public rights of way.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and the terms, conditions, and mutual promises set forth herein, the parties agree as follows:

ARTICLE I - DEFINITIONS

As used in this License Agreement, the following terms, phrases, and words shall be ascribed the following meanings, unless the context indicates otherwise. As used in this License Agreement, the word "shall" is mandatory, and the word "may" is permissive. Words not defined herein shall be given their common and ordinary meanings, consistent with the context in which such words are used and the purposes of this License Agreement.

1. "Telecommunications Act" shall mean the Telecommunications Act of 1996 (47 U.S.C. §151, et seq.), as amended.

2. (a) "Facilities" means all physical components of the Licensee used to provide telecommunications and/or Broadband services which are located, or to become located pursuant to this License Agreement, within the City and are reasonably necessary, useful, or convenient to provide telecommunications and/or Broadband services within the territorial boundaries of the City, including, without limitation, poles, wires, cables, pipes, underground conduits, ducts, manholes, vaults, fiber optic cables and devices, switches, equipment boxes and sheds, and other structures and appurtenances. This term shall also include any Facilities which were installed under any prior License Agreement between the City and Licensee.

(b) "Leased Facilities" means all physical components used by Licensee to provide telecommunications and/or Broadband services which are leased to Licensee by third parties who are authorized by separate instruments to maintain same within Rights of Way within the City.

3. "Account" shall mean each telephone, telecommunications and/or Broadband access line or twisted pair equivalent provided by or on behalf of Licensee, if Licensee provides any type of local exchange service, at a customer's premises over which the customer may send or receive any telephone, telegraph, fax, data, video, or other similar telecommunications and/or Broadband signals; except that "Account" shall not include any customer line used solely for receipt of cable television programming. Provision of a T1 or DS1 line furnished by Licensee to a customer which is connected to switched access service or local exchange service shall be counted as twenty-four (24) accounts; provision of a T3/DS3 shall be counted as six hundred seventy-two (672) accounts.

4. "Jurisdiction" shall mean (a) within the corporate boundaries of the City of Pueblo as now or hereafter constituted, (b) at, upon, under, or across the Pueblo Municipal Airport ("Airport") and Pueblo Municipal Airport Industrial Park ("Industrial Park"), and (c) all highways, streets, roads, and other rights of way between and connecting the City of Pueblo and the Airport and/or Industrial Park where Facilities are located.

5. "Rights of Way" shall mean City streets, roads, alleys, sidewalk areas, and other dedicated rights of way within the Jurisdiction, together with dedicated utility easements within the Jurisdiction and easements deeded to the City for utility purposes, and including state highways and highways which are part of the federal interstate highway system. The term shall not include

any other property owned or leased by the City for other public use including, without limitation, City parks and open spaces.

6. "PMC" shall mean the Pueblo Municipal Code, as amended, and as same may be amended in the future.

7. "Wireless Communications Facility" or "WCF" means a facility used to provide personal wireless services as defined at 47 U.S.C. Section 332 (c)(7)(C); or wireless information services provided to the public or to such classes of users as to be effectively available directly to the public via licensed or unlicensed frequencies; or wireless utility monitoring and control services.

ARTICLE II - CONDITIONAL CONSENT GRANTED

1. Subject to Licensee's compliance at all times with all of the terms and conditions of this License Agreement, all of the ordinances referenced herein, all applicable local, state, and federal laws, and further subject to the City's lawful exercise of its police power (including, but not limited to, zoning, subdivision, permit, and building code requirements) and the City's prior and superior right to usage for municipal purposes, the City hereby grants to Licensee, insofar as it has or may have the requisite power and authority to do so, a non-exclusive license to make reasonable use of the Rights of Way to construct, install, operate, and maintain Licensee's Facilities in, through, over, above, and along the City's Rights-of-Way within the City to and for the benefit of the City and the inhabitants of the City; provided, however, that with respect to state highways, Licensee must separately obtain consent from the Colorado Department of Transportation. This License Agreement shall extend to all areas of the City as it is now constituted, and to additional areas as the City may increase in size by annexation or otherwise.

2. The license granted herein to make reasonable use of the Rights of Way shall not be deemed to be a franchise, nor an exclusive license or right, and the City reserves the right to make or grant a similar use of the Rights of Way to any other person or persons, including one or more other telecommunications providers.

3. The City retains the following rights in regard to this license:

(a) To revoke the license and consent hereby granted for misuse, non-use, or failure of Licensee to comply with the provisions hereof;

(b) To use, control, and regulate the use of the City streets, roads, easements, other public places, and the Rights of Way, and the space above and beneath the same; and

(c) To require the removal or relocation of any of the Facilities from the Rights of Way if necessary or desirable, in the sole but reasonable judgment of the City, for any public or municipal purpose or project.

4. The license granted herein to make reasonable use of the Rights of Way shall not be deemed to grant authorization to construct or operate Wireless Communications Facilities. Authorization to utilize the Rights of Way for Wireless Communications Facilities must be obtained through separate authorization specifically permitting the use of the Rights of Way for Wireless Communications Facilities.

ARTICLE III - SCOPE

The license and consent granted by this License Agreement confer only the right to make reasonable use of the Rights of Way for Licensee's provision of telecommunications and/or Broadband services, and it is expressly understood and agreed to by Licensee that Licensee shall not operate a private telecommunications network, Wireless Communications Facilities, nor operate as a "cable operator" as that term is defined under federal law (47 U.S.C. §522(5)), nor shall it provide or offer to provide "cable services" as that term is defined under federal law (47 U.S.C. §522(6)), without proper local, state and federal authorization, as required by law.

ARTICLE IV - OCCUPATION TAX & E911 SURCHARGES

1. To the extent Licensee operates as a local exchange provider, as defined by §40-15-102(18), C.R.S. and/or as an interexchange provider, as defined by §40-15-102(11), C.R.S the following provisions shall apply:

(a) Licensee understands and acknowledges that City had heretofore adopted Ordinance No. 4267 in December 1976 imposing upon all telecommunications utilities operating within the City, and effective January 1, 1977, an occupation tax as stated in said Ordinance. In its provision of local exchange services, whether directly or through resale, Licensee agrees to be bound by and comply with said Ordinance, including payment of the tax in an amount equal to six dollars ($6.00) per annum for each Account, payable quarterly in equal installments. In providing local exchange services, Licensee hereby expressly agrees that it is and constitutes a telephone utility within the meaning of Ordinance No. 4267 and Licensee irrevocably waives and relinquishes any right it has or may have to claim or assert that said Ordinance is invalid under law or should not be applied to Licensee, including, without limitation, any claim that said Ordinance violates any provision of state law or the Telecommunications Act.

(b) The City has by Ordinance No. 9864 imposed an emergency telephone charge ("E911 Charge") of one dollar seventy-two cents ($1.72) per month per exchange access facility, wireless communications access, and interconnected voice-over-internet-protocol service provided within the Jurisdiction, as authorized by §29-11-100.5, et seq., C.R.S. Licensee agrees to collect the E911 Charge from its customers and promptly remit the same monthly E911 Charge to the City as provided by §29-11-103(1), C.R.S.

ARTICLE V - SALES AND USE TAXES

1. Licensee agrees to obtain a sales and use tax license from the City and to comply with all provisions of Title XIV of the Pueblo Municipal Code relating to sales and use taxes.

2. Licensee acknowledges and agrees that to the extent Licensee sells telecommunications services to customers within the City, including the provision of interstate telephone access service and interlata access service, such service is taxable by the City pursuant to §14-4-61(3), PMC, and Licensee shall collect such taxes from its customers and promptly remit same to the City in accordance with Title XIV, PMC.

ARTICLE VI - USE OF RIGHTS OF WAY

1. Facilities shall be located, installed, and maintained so that none of the Facilities endanger the lives, health, or safety of persons, or interfere with any public improvements the City or other governmental entities (including any stormwater, sanitary sewer, or water utilities or enterprises) have in place or may deem proper to make, nor shall the location, installation or maintenance of the Facilities hinder or obstruct the use of the streets or other public ways for their public purposes, including, but not limited to, vehicular and pedestrian traffic. All Facilities shall be so located as to cause minimum interference with the rights and reasonable convenience of property owners of property which adjoins any Right of Way.

2. Prior to the commencement of construction of any portion of its telecommunications or Broadband system within the City (other than Leased Facilities), Licensee shall furnish to the City the general schematic plans for its Facilities, including system route maps, renderings of equipment boxes and structures, engineering, traffic control, and landscaping plans. In addition, the Licensee shall assess and report on the impact of its proposed construction on the City environment. Such plans and reports may be reviewed by the City to ensure, (a) that all applicable laws including building and zoning codes and air and water pollution regulations are complied with, (b) that aesthetic and good planning principles have been given due consideration, and (c) that adverse impact on the environment has been minimized. The Licensee shall comply with all regulatory requirements of the City lawfully binding on the Licensee and shall incorporate all other reasonable changes to its plans requested by the City.

3. Not less than thirty (30) days prior to construction of any Facilities within the Rights of Way at any specific location, Licensee shall furnish the City's Director of Public Works with detailed plans for such Facilities including detailed location drawings and final architectural, engineering, traffic control, and landscaping plans. Prior to commencing construction, Licensee shall: (a) obtain written approval of the Director of Public Works of the construction plans, (b) procure appropriate excavation permits pursuant to Chapter 6 of Title XII, PMC, and permits required by Chapter 3 of Title XII, PMC, or permits required pursuant to any similar ordinance adopted by City in the future, (c) pay all fees associated with such permits, and (d) comply with all requirements of said Chapters 3 and 6 of Title XII, the terms of said permits, and the City's Standard Construction Specifications and Standard Details adopted March 28, 2005, or as

subsequently revised.

4. All construction, excavation, maintenance, and repair work done by Licensee shall be done in a workmanlike and expeditious manner that minimizes the inconvenience to the City, the general public, and individuals. Licensee shall be liable for any damage to the City or City-owned property caused by Licensee's failure to act in a timely manner. All such construction, excavation, maintenance, and repair work done by Licensee shall comply with all applicable codes of the City and the State of Colorado, and Licensee shall be responsible for obtaining all applicable permits and licenses. The City shall have the right to inspect all construction or excavation work to ensure compliance with applicable codes and permits, and may order Licensee to perform corrective work. All public and private property disturbed by Licensee's activities shall be promptly restored by Licensee at its expense to substantially its former condition, subject to inspection by the City's Director of Public Works or their designee and compliance by Licensee with reasonable remedial action required by said official pursuant to the inspection. Licensee shall be liable to the City for the full cost of restoring any public property not promptly remedied by Licensee as required by said official.

5. The installation, maintenance, renovation, and replacement of Facilities by Licensee shall be subject to regulation by the City including as to (a) the location of Facilities in or upon the streets, alleys, and dedicated easements, (b) the disturbance and reconstruction of pavement, sidewalks, and surface of streets, alleys, dedicated easements, and driveways, (c) the timing and scheduling of work, and (d) the temporary closure of portions of streets and alleys. All Facilities shall be designed and installed so as to cause a minimal amount of interference with public property, water mains, sewer mains, electric and natural gas facilities, street lights, traffic signals, and all other municipal or authorized public use of the Rights of Way. The City's Director of Public Works may direct and require Licensee to locate its Facilities within a defined telecommunications corridor within any street or other Right of Way or otherwise at a specific location to minimize interference with other facilities or utilities. Licensee shall install and maintain its Facilities in such manner as to minimize interference with trees, natural features, and vegetation. Whenever feasible, Licensee shall enter into pole-sharing and conduit-sharing agreements with third parties in order to co-locate its wires and cables upon poles or within the conduit of other telecommunications providers or utilities.

6. Licensee shall, upon reasonable notice of not less than sixty (60) days, and at its sole cost and expense, remove, locate, and relocate its Facilities in, on, over, or under any Rights of Way in such manner as the City may at any time require for the purpose of facilitating the construction, reconstruction, maintenance, repair, or change in grade of any street, sidewalk, public improvement, or City project, or for the purpose of promoting the efficient operation of any such public improvement or project, or for the purpose of facilitating the vacation and/or redevelopment of Right of Way by the City. In the event Licensee fails to act within a reasonably allocated time, the City may cause Licensee's Facilities to be relocated, and Licensee shall be liable to the City for the costs thereof. In the event the City causes Licensee's facilities to be relocated, the City shall be held harmless for any damages incurred to Licensee's Facilities during such relocation.

Licensee may request an extension of time to relocate facilities due to the inability to relocate its Facilities due to the actions or inactions of a third party which is unaffiliated with Licensee and not under contract with or under the control of Licensee. Such request for extension shall not be unreasonably withheld by the City.

7. Except where specifically authorized by the Director of Public Works of the City, all of Licensee's Facilities located within Rights of Way shall be located underground. In locations where wires or cables of franchisees of the City or of authorized local exchange carriers are presently located above-ground, the Director of Public Works will allow Licensee's Facilities to also be located above-ground unless he has specific reasons for not allowing above-ground installation at such location. Thereafter, and notwithstanding that any such authorization had been given, should the City subsequently determine for any area of the City that telephone or telecommunications wires, cable television cables, or electric utility wires located above ground shall be relocated underground, Licensee shall, upon reasonable notice, at its sole cost and expense, relocate its Facilities below ground in cooperation with other affected interests. In the event that Licensee fails to act within a reasonable allocated time the City may cause Licensee's Facilities to be relocated, and Licensee shall be liable to the City for the costs thereof. In the event the City causes Licensee's Facilities to be relocated, the City shall be held harmless for any damages incurred to Licensee's Facilities during such relocation.

8. After execution of this License Agreement, Licensee shall join and associate with the notification association of owners and operators of underground facilities in accordance with the requirements of Article 1.5 of Title 9, Colorado Revised Statutes. Prior to undertaking any excavation within the Rights of Way, Licensee shall comply with the notice requirements of said Article.

ARTICLE VII - ADDITIONAL CITY REGULATION

1. The City expressly reserves its right and duty to adopt, from time to time, in addition to the provisions herein contained, such charter provisions, ordinances, and rules and regulations as may be deemed necessary by the City to promote the health, safety, and welfare of its inhabitants and their property.

2. Notwithstanding anything in this License Agreement to the contrary, Licensee acknowledges that the City is planning to develop a new telecommunications policy which will be implemented through one or more ordinances or resolutions to be adopted by the City Council of the City, and/or through regulations to be adopted by Departments of the City. Licensee agrees that upon adoption of any such policy or regulations after the Effective Date, this License Agreement or any provision thereof may be unilaterally revoked or canceled by the City without cause and replaced with new terms and conditions which shall be made equally applicable within each class of Broadband or telecommunications provider operating within the City.

3. If, during the term of this License Agreement, the City is authorized pursuant to

Colorado Law to collect compensation for use of the Rights of Way by telecommunications providers and the City enacts an ordinance concerning the use of Rights of Way which requires compensation for the use of the Rights of Way from any class of telecommunications providers on a competitively neutral and nondiscriminatory basis within such class, then Licensee shall, in accordance with the terms of such ordinance, pay such compensation.

ARTICLE VIII - COORDINATION AND CONDUIT/POLE SHARING

1. In order to minimize disruption to vehicular traffic and inconvenience to the public, and to enable the limited width of Rights of Way to be apportioned among all utilities, telecommunications providers, and other interests needing to locate or maintain facilities in the Rights of Way for the benefit of the public, it is imperative that pole sharing and conduit sharing be encouraged to the greatest extent possible. In furtherance of such purposes, Licensee agrees that it shall reasonably cooperate with the City, authorized utilities, and other local exchange carriers in placing conduit within the Rights of Way and in sharing unused space within underground conduits owned by Licensee, and upon poles or other above-ground facilities owned by Licensee.

2. Whenever the Licensee intends to install new underground conduit or replace existing underground conduit in a build greater than five hundred (500) feet in length, Licensee shall, whenever feasible, provide the City and all utilities, cable television franchisees, and local exchange carriers authorized to use the Rights of Way, with sixty (60) days advance written notice in order to permit the additional contemporaneous installation of conduit by the City, and such utilities, cable television franchisees, authorized telecommunications providers, and local exchange carriers. If the City desires additional conduit installed, it will so notify the Licensee and the City shall be responsible for the additional incremental expense of installing such additional conduit. If a utility, cable television franchisee, authorized telecommunications provider, or local exchange carrier desires additional conduit installed, it will so notify the Licensee in writing at least ten (10) days prior to the proposed construction date, and such party requesting the additional conduit shall be responsible for a pro-rata expense of installing such additional conduit. This Section is intended to maximize the coordination of facilities located within rights of way, and is not intended to govern routine connections of customers to an installed network not involving significant line extension or other excavations of limited scope.

3. Notwithstanding anything to the contrary in Section 2 of this Article VIII, in order to minimize disruption to the public and enable use of the public rights of way for public purposes, in connection with any installation of underground conduit by Licensee, the City may request Licensee to install one additional conduit for exclusive use by the City for public and municipal purposes. In any such case, Licensee shall install the conduit as requested and the City shall reimburse Licensee only for the cost of the conduit and associated handholes and pull boxes for the conduit, and for the additional incremental expense of installing such additional conduit, handholes, and pullboxes.

ARTICLE IX - INDEMNIFICATION

1. Licensee shall install, construct, maintain, and operate its telecommunications and/or Broadband system in a reasonable manner and shall use commercially reasonable efforts to provide reasonable protection against injury or damage to any and all persons or property. Licensee agrees to indemnify, defend, and hold the City harmless from all claims, costs, demands, suits, reasonable expert witness and attorneys' fees, court costs, and other reasonable costs of defense and judgments to the extent the same arise from, in whole or in part, Licensee's negligent acts or omissions or failure to comply with the provisions of this License Agreement, and from all damages or penalties to the extent arising out of the installation, construction, operation, or maintenance of Licensee's telecommunications and/or Broadband system, whether or not any act or omission complained of is authorized, allowed, or prohibited by this License Agreement, except to the extent such damages or penalties result from the negligent acts or omissions or intentional or willful and wanton misconduct of the City. The City shall not be liable for, and Licensee shall indemnify, defend, and hold the City harmless from all costs, damages, and claims to the extent arising from or relating to delay by Licensee in performing its obligations hereunder, for any cause whatsoever, except for the negligent acts or omissions or intentional or willful and wanton misconduct of the City, other users of the Rights of Way, or a force majeure event.

2. The City shall provide prompt written notice to the Licensee of the pendency of any claim or action against the City arising out of the operations of the Licensee, the exercise by the Licensee of its rights under this License Agreement or the performance thereof by the Licensee. Licensee shall have sole control over the defense, investigation, and all negotiations for the compromise or settlement of any such claims; however, Licensee shall not enter into any compromise or settlement which imposes any obligation or liability on the City without the prior written consent of the City. The City shall provide Licensee with all reasonable cooperation, information, and assistance in connection with the claim; provided, however, that failure by the City to provide prompt notice of a claim; grant such sole control; and/or provide such cooperation, information and assistance shall not relieve Licensee of its obligations under this Article IX, except to the extent that the City is materially prejudiced by such failure. In the event that Licensee fails to timely assume the defense of any such claim which has been properly and promptly tendered to License. Licensee also hereby agrees to pay all reasonable expenses of the City incurred by the City in defending itself with regard to any such damages, claims, or penalties, including all out- of-pocket expenses, reasonable attorneys' fees, and the reasonable value of any services rendered by the City Attorney, his assistants, or any employees of the City (collectively "Expenses"), but shall not be required to pay for any Expenses that are in excess of any settlement or compromise which was rejected by the City. Nothing herein shall limit the Licensee's obligation of full indemnification under this License Agreement.

ARTICLE X - INSURANCE

Prior to the commencement of any installation of Facilities under this License Agreement, Licensee shall procure and thereafter continuously maintain, for as long as this License Agreement

remains in effect, at Licensee's expense, Commercial General Liability ("CGL") insurance written on ISO form CG 00 01 01 96, or a substitute form providing equivalent coverage, with a limit of not less than $2 Million per occurrence, covering liability arising from premises, operations, independent contractors, personal injury, products completed operations, and liability assumed under an insured contract, on an occurrence basis. Under the terms of the required CGL policy, this License Agreement shall be defined as an insured contract. The policy shall identify the City as an additional insured, shall contain a waiver of right of subrogation against the City and shall have all necessary endorsements to provide coverage without exclusion for explosion, collapse, and underground property damage hazards. A certificate of insurance shall be filed with the City's Director of Finance prior to commencement of installation of Facilities, which evidences compliance with the policy requirements stated above and provides for thirty (30) days prior written notice to the City prior to cancellation or material change of any insurance referred to therein. In the event the certificate states that it confers no rights upon the certificate holder, the City may require Licensee to furnish a complete copy of the policy including all declarations and endorsements.

ARTICLE XI - TERM

Unless sooner terminated as provided herein, the term of this License Agreement shall be for a period of five (5) years from and after the date of the Agreement. The parties may mutually agree in writing to renew this Agreement at expiration of the initial term.

ARTICLE XII - REMEDIES, TERMINATION, REMOVAL

1. In the event of any breach of the terms of this License Agreement by Licensee, the City shall have the right to obtain one or more of the following remedies, which are expressly agreed to be cumulative, and the exercise of any one (1) or more of them shall not be dependent upon the exercise of any other remedy, nor does the exercise of any one (1) or more of them constitute any bar or limitation to the exercise of any other: (a) specific performance or injunctive relief, (b) monetary damages, and (c) termination. In the event the City is required to commence an action to enforce its rights under this License Agreement or to obtain remedies provided above and the party which substantially prevails therein, shall be entitled to recover its costs, including reasonable attorneys' fees and expert witness fees.

2. Before terminating this License Agreement for cause on account of any default by Licensee, the City shall provide Licensee with written notice of the default and afford Licensee a reasonable period of not less than thirty (30) days in which to cure the default.

3. In the event Licensee abandons the telecommunications or Broadband system installed under the terms of this License Agreement or a certain part thereof or fails to use it for a period of one (1) year, or in the event the term of this License Agreement expires, or this License Agreement is terminated or is canceled for any reason, then Licensee shall remove its telecommunications or Broadband system, or the abandoned portions thereof in the case of a partial

abandonment, at its expense. As an alternative to removal, if mutually agreed to by Licensee and the City, the ownership of the telecommunications or Broadband system (or abandoned portions) may be transferred to the City, in which event, all obligations and liabilities of Licensee under this License Agreement in connection with the portion of the telecommunications or Broadband system so transferred to the City shall terminate.

4. Licensee may cancel this License Agreement at any time, as described below, upon ninety (90) days' written notice to the City, subject to the indemnification requirements of this License Agreement, the removal provisions set forth in Section 3 of this Article XII above, and any other provisions that survive the termination of this License Agreement.

ARTICLE XIII - NOTICES

Except as otherwise provided herein, notice under this License Agreement shall be deemed sufficient if provided in writing and mailed by US certified mail, return receipt requested, or delivered by a nationally recognized courier, and shall be deemed effective upon actual receipt or refusal of delivery, and shall be addressed to the respective party as follows:

If to the City:
Mayor
1 City Hall Pl.
Pueblo, CO 81003

with a copy to:
Director of Public Works
211 E. "D" Street
Pueblo, CO 81003

If to Licensee:
Senior Manager, Government Affairs
6399 S. Fiddler's Green Circle
Greenwood Village, CO 80111

with a copy to:
legalnotices@charter.com
and
Charter Communications
Legal Department - Operations
12405 Powerscourt Drive
St. Louis, MO 63131

ARTICLE XIV - EFFECT OF MORE FAVORABLE LICENSE AGREEMENTS

In the event that any wireline telecommunications provider offering telecommunications

services, other than cable services, for a fee to the public, or to such classes of users as to be effectively available to the public is granted consent to use the City's Rights of Way pursuant to terms and conditions which, if applied to Licensee, would be more favorable than those included herein, shall notify the City of such terms and conditions and Licensee shall have the option to renegotiate with the City with respect to such terms and conditions.

ARTICLE XV - SUCCESSORS AND ASSIGNS

Licensee may sell, transfer, lease, or assign this License Agreement or its rights under this License Agreement, in whole or in part, with prior thirty (30) days' written notice to the City if to: (a) any entity controlling, controlled by, or under common control with Licensee; or (b) any surviving successor entity or newly created successor entity in the event of a merger, reorganization, or consolidation involving Licensee. This License Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. No provision of this License Agreement shall confer rights or benefits upon any person not a party hereto.

ARTICLE XVI - SIGNATURES

The persons signing this License Agreement on behalf of Licensee represent and warrant that such persons and Licensee have the requisite power and authority to enter into, execute and deliver this License Agreement and that this License Agreement is a valid and legally binding obligation of Licensee enforceable against Licensee in accordance with its terms. This License Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of such components together shall constitute one and the same instrument. This License 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.

ARTICLE XVII - FORCE MAJEURE

Neither party shall be liable for its failure to perform any of its obligations hereunder if such failure is caused by an Act of God, labor strike, fire, earthquake, power blackouts, pandemics, epidemics, or any other cause beyond its reasonable control and without its fault or negligence.

ARTICLE XVIII - LAWS GOVERNING/VENUE

This License Agreement shall be governed by and construed in accordance with the laws of the State of Colorado, and applicable federal law. Venue for any proceeding brought pursuant

to this License Agreement shall be in the District Court located in Pueblo County, Colorado or the Federal District Court for the District of Colorado to the extent the dispute involves a federal question.

ARTICLE XIX - COUNTERPARTS; ELECTRONIC DISPOSITION

This Agreement may be executed in multiple counterparts, each of which constitutes an original hereof. Regardless of the number of counterparts, all shall constitute only one agreement. In making proof of this License Agreement, it is not necessary to produce or account for more counterparts than are necessary to show execution by or on behalf of all parties. Furthermore, the original of this License Agreement, including the signature page, may be scanned and stored in a computer database or similar device, and any printout or other output readable by sight, the reproduction of which is shown to accurately reproduce the original of this License Agreement, may be used for any purpose as if it were the original, including proof of the content of the original writing.

ARTICLE XX - PUBLIC DISCLOSURE

The Licensee acknowledges that this License Agreement is public record within the meaning of the Colorado Open Records Act, C.R.S. § 24-72-200.1 *et seq*. as the same may be amended, and accordingly may be disclosed to the public.

ARTICLE XXI - AMENDMENT

This License Agreement may not be amended except pursuant to a written instrument signed by both parties.

ARTICLE XXII - OTHER RIGHTS OF WAY USERS

The parties understand and agree that the Licensor permits other persons and entities to install utility facilities in the PROW. In permitting such work to be done by others, the Licensor shall not be liable to Company for any damage caused by those persons or entities.

ARTICLE XXIII - ENTIRE AGREEMENT

This License Agreement represents the entire understanding and agreement between the parties hereto with respect to the subject matter hereof, supersedes all prior oral negotiations between the parties, and can be amended, supplemented, modified, or changed only by an agreement in writing which makes specific reference to this License Agreement and which is signed by the party against whom enforcement of any such amendment, supplement, modification or change is sought.

[*Remainder of Page Intentionally Left Blank – Signature Page Follows*]

IN WITNESS WHEREOF, Licensee and the City have executed this License Agreement as of the Effective Date first above written and under the laws of the State of Colorado.

CITY OF PUEBLO,
A Municipal Corporation

ATTEST:

_____

By:_____

City Clerk

Mayor

[SEAL]

Spectrum Pacific West, LLC
By: Charter Communications, Inc., Its Manager
LICENSEE

_____

_____

ATTEST:

_____

By:_____

Title:_____

Title:_____

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City Clerk's Office Item # R4

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: May 12, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Steven Meier, Director of Parks and Recreation

SUBJECT: AN ORDINANCE AWARDING AND APPROVING AN AMENDMENT TO THE LEASE AND MANAGEMENT AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND SOUTH PRAIRIE AND O'NEIL ENTERPRISES, LLC FOR THE OPERATION, MANAGEMENT, AND PROMOTION OF CERTAIN FACILITIES AT THE HONOR FARM'S PUEBLO MOTORSPORTS PARK AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME

SUMMARY:

This Ordinance awards and approves an amendment to the Lease and Management Agreement between the City of Pueblo and South Prairie and O'Neil Enterprises, LLC for the operation, management, and promotion of motor sports events at the Pueblo Motorsports Park located within the Honor Farm Park & Open Space.

PREVIOUS COUNCIL ACTION:

On March 8, 2021, City Council approved Ordinance No. 9894 which approved a Lease and Management Agreement between the City and South Prairie and O'Neil Enterprises, LLC for the operation, management, and promotion of certain premises at Pueblo Motorsports Park.

BACKGROUND:

In 2009, the City of Pueblo established the Honor Farm Enterprise, responsible for the operation, management, and improvement of the 2,373-acre Honor Farm property. The Honor Farm Enterprise, by City Ordinance, is required to be operated and managed without subsidy from the City's General Fund. The racing facility at the Pueblo Motorsports Park (PMP) contains approximately 233 acres of fenced-in, contained motorsports areas and facilities within the Honor Farm property.

On March 8, 2021, City Council approved Ordinance No. 9894 which approved a Lease and Management Agreement between the City and South Prairie and O'Neil Enterprises,

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LLC for the operation, management, and promotion of certain premises at Pueblo Motorsports Park.

South Prairie and O'Neil Enterprises, LLC are in the final year of their initial Lease and Management Agreement for the operation, management, and promotion of certain premises at Pueblo Motorsports Park. South Prairie and O'Neil Enterprises, LLC are requesting to create a new 25-year lease beginning January 2026.

FINANCIAL IMPLICATIONS:

In accordance with the Lease and Management Agreement's financial terms, South Prairie and O'Neil Enterprises, LLC would propose the elimination of the annual base rent of $25,000 per year until at least the five-year review. Since all of the rental income will be reinvested back into the park, eliminating it would not affect City expenses in the short term. By eliminating the $25,000 in annual rent, South Prairie and O'Neil Enterprises, LLC would significantly enhance their ability to improve the park as they could use their own funds to do so. This change would allow to save for larger projects.

To ensure the facility continues to be well-maintained, South Prairie and O'Neil Enterprises, LLC request that the Parks and Recreation Department appoint a city representative to conduct inspections on a biannual basis. This oversight will help confirm that the property is properly cared for while enabling the contractor to focus on meaningful investments in park improvements.

The city will maintain the Kubota tractor, sweeper, sprayer, scrubber, and laydown attachment, which are City-owned.

The city will cover water and electricity expenses. South Prairie and O'Neil Enterprises, LLC will pay for all other utilities, including internet, phone, and waste disposal.

South Prairie and O'Neil Enterprises, LLC will cover the first $1,500 on general maintenance items. The City would cover expenses beyond $1,500.

BOARD/COMMISSION RECOMMENDATION:

The Honor Farm Enterprise Advisory Committee has recommended that this Agreement be approved as submitted.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

If this Ordinance is not approved, South Prairie and O'Neil Enterprises, LLC will finish out the remainder of the term per the current agreement.

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RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. PMP Management Agreement 2.0 w DanSM edits(3) w-out ex pgs-FINAL
2. Ex A-E_final

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ORDINANCE NO. 10945

AN ORDINANCE AWARDING AND APPROVING AN AMENDMENT TO THE LEASE AND MANAGEMENT AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND SOUTH PRAIRIE AND O'NEIL ENTERPRISES, LLC FOR THE OPERATION, MANAGEMENT, AND PROMOTION OF CERTAIN FACILITIES AT THE HONOR FARM'S PUEBLO MOTORSPORTS PARK AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME

WHEREAS, the City owns certain real property known as the Pueblo Motorsports Park, located at 3733 North Pueblo Boulevard, Pueblo, Colorado 81008 (the "Park"); and

WHEREAS, the Operator has experience of managing and conducting motor sports events and desires to continue to manage, use, maintain, and operate certain facilities at the Park for the purpose of conducting motor sports events; and

WHEREAS, the City is willing to enter into this Agreement to permit the Operator to continue to manage, use, maintain, and operate certain facilities at the Park for the purpose of conducting motor sports events at the Pueblo Motorsports Park in accordance with and subject to the terms and conditions of this Agreement; NOW, THEREFORE,

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

SECTION 1.

The Lease and Management Agreement dated May 12, 2025, between the City of Pueblo and South Prairie and O'Neil Enterprises, LLC, a copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

The Purchasing Agent is hereby authorized to execute the 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.

The officers and staff of the City are directed and authorized to perform any and all acts consistent with the intent of this Ordinance and the attached Agreement to implement the policies and procedures described therein.

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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 April 28, 2025.

Final adoption of Ordinance by City Council on May 12, 2025.

DocuSigned by:
Mark Cliff
B7A4F51823AB462...
President of City Council

Action by the Mayor:

☐ Approved on 5/13/2025 | 12:25 PM MDT.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

Signed by:
3A85950B7BCA462...
Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

_____
President of City Council

ATTEST

Signed by:
Vince Petkosek
330F90D300E24F8...
Deputy City Clerk

LEASE AND MANAGEMENT AGREEMENT FOR CERTAIN FACILITIES AT PUEBLO MOTORSPORTS PARK

This Lease and Agreement ("**Agreement**") is made and entered into this ____ day of _____, 2025, (the "**Agreement Date**") by and between the City of Pueblo acting by and through its Honor Farm Properties Enterprise (hereinafter referred to as "**City**"), and South Prairie and O'Neil Enterprises, LLC (hereinafter referred to as "**Operator**") and shall be effective as of the first day of January of the year of the Agreement Date (the "Effective Date").

RECITALS

WHEREAS, the City owns certain real property known as the Pueblo Motorsports Park, located at 3733 North Pueblo Boulevard, Pueblo, Colorado 81008 (the "**Park**"); and

WHEREAS, Operator has experience managing and conducting motor sports events and desires to manage, use, maintain, and operate certain facilities at the Park for the purpose of conducting motor sports events; and

WHEREAS, City is willing to enter into this Agreement to permit Operator to manage, use, maintain, and operate certain facilities at the Park for the purpose of conducting motor sports events at the Pueblo Motorsports Park in accordance with and subject to the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual promises and agreements of the Parties hereto, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

TERMS AND CONDITIONS

1. DEFINITIONS. As used herein, the following words and phrases shall have the following meanings:

(a) "City Fleet" means the City's Department of Fleet Maintenance, located at 300 E. "D" Street, Pueblo, CO. "City Fleet Services Supervisor" means the City's Director of Fleet Maintenance or any person that the Director of Fleet Maintenance may authorize to act in his stead.

(b) "Director" means the City's Director of Parks and Recreation or any person that the Director of Parks and Recreation may authorize to act in his stead.

(c) "Equipment" shall mean all equipment, supplies and/or materials listed in Agreement Exhibit B attached hereto.

(d) "Grounds Equipment," "Concessions Equipment," "Office/Mobile Home Equipment" and "Tower Equipment" used individually shall only mean that equipment specifically designated by and listed under those headings in Agreement Exhibit B attached hereto.

(e) "Leased Premises" means and includes all of the facilities, tracks, buildings, and land included within that area of the Park outlined in red on the map and/or aerial photo attached as Agreement Exhibit A. No event shall be conducted outside the leased boundary on the Honor Farm property without prior written approval of the City, which approval shall not be unreasonably withheld. Events may not be held on the land surrounding the Honor Farm property.

(f) “Physical Facilities” shall mean the buildings, parking lots, tracks, plumbing system, heating system, and electrical system located on the Leased Premises.

(g) “Profit” shall mean adjusted gross income reported on Operator’s annual Federal Tax Return.

(h) "Sponsorship Contract" means any contractual arrangement in which a third-party business pays for the right to have its product used or sold at the Leased Premises, or to place advertising signs, banner, and other materials at the Leased Premises.

2. EXHIBITS TO AGREEMENT.

(a) The following exhibits are attached and incorporated as part of this Agreement:

Agreement Exhibit A: Area Map with marked perimeter designating the Leased Premises, Honor Farm Map, Race Facility Maps I & II
Agreement Exhibit B: List of Equipment
Agreement Exhibit C: Request for Proposal for Bid 20-058
Agreement Exhibit D: Certificate of Insurance
Agreement Exhibit E: PERA Questionnaire

(b) In the event of any conflict between the terms of this Agreement and any Exhibit made a part of this Agreement, the Terms and Conditions of this Agreement shall take precedence and control over all Exhibits.

3. GRANT OF EXCLUSIVE RIGHT TO OCCUPY AND OPERATE LEASED PREMISES.

(a) City grants to Operator the exclusive right to occupy, use, manage, maintain, and operate the Leased Premises in order to conduct motor sports events, subject to:

(1) The City's right to enter the Leased Premises with or without notice to Operator to inspect the premises, and to perform major repairs. City will use good faith efforts to notify Manager of its need to enter the Leased Premises.

(2) The City’s right to review and approve any and all Sponsorship Contracts as set forth in Section 10 of this Agreement.

(3) The City’s right to inspect the Operator’s records, including but not limited to sales receipts, inventory lists, equipment logs, third party Release Agreements, purchase orders, payroll, financial records, tax returns, and bank statements, or any subcontractor contracted by Operator to work, manage, or operate all or a portion of the Leased Premises. Any subcontract agreement must include a provision reserving this right to the City. Operator shall, at least quarterly, submit financial reports evidencing profits, ticket sales, and any other financial information the Director requires.

(4) Operator holding, operating and/or managing a guaranteed minimum number of racing events on the Leased Premises as follows:

- 12 Road Racing events (motorcycle or auto)
- 12 Non-Consecutive Friday Night Drag events (June, July, August)
- 4 Drag Racing Points events

(5) Operator shall enter into a rental agreement with Southern Colorado Quarter Midgets Association and Southern Colorado Youth Development for use of the tracks located within the Leased Premises.

4. TERM.

(a) The initial Term of this Agreement shall commence on the Effective Date and terminate on December 31, 2049 ("Term") unless sooner terminated pursuant to the terms of this Agreement.

(b) No later than December 31, 2031, Operator shall provide all financial documents, to include tax returns, to the City for the purpose of examining the financial status of the Park as well as usage numbers to determine if any changes need to be made to this Agreement.

5. RENT.

(a) Base Rent. Operator shall pay to the City without notice, offset, or deduction base rent for the Leased Premises as follows, except as may be provided in Sections 9 and 14 herein:

Yearly Rental Rates:

i.	Years 1 to 5 (January 1, 2025 – December 31, 2029)	$0.00
ii.	Year 6 to 50 (January 1, 2030 – December 31, 2049	$25,000.00

Beginning in Year 6, the Operator shall pay rent as indicated above. Following in Year 7, the rent shall increase biennially (every 2 years) based upon the CPI for all urban consumers, CPI-U or comparable index if the Department of Labor changes or modifies the CPI-U or no longer publishes the CPI-U. The rent shall be increased by a percentage equal to the percentage increase in the CPI-U during each preceding two-year period over the comparable CPI-U for the first month of each 2-year period. If there is no percentage increase in the CPI-U for any preceding 2-year period, the rents will remain the same as the preceding 2-year period for the next 2-year period. In no event, shall the percentage increase for the rent be greater than 5 precent (5%).

(b) In the case where the Operator invest, allocate and/or spends a substantial amount of funds (greater than $5,000) in the facility relating to improvements, additions, fixtures, equipment, and major repairs for the Leased Premises (the "In-Kind Rent"), subject to the City's prior written consent, that amount will be considered to fulfill any future rent requirements.

(c) Operator shall comply with all laws, rules, ordinances, and directives applicable to all work performed by Operator or on Operator's behalf, including the securing all required bonds. Operator shall obtain all required permits and approvals with respect to all such work. Operator shall be solely liable to its contractors and subcontractors, and shall hold harmless, defend, and indemnify City from any claims by said contractors or subcontractors, including claims for nonpayment. All modifications, alterations, and improvements made or added to the Leased Premises by Operator (other than Operator's inventory, equipment, movable furniture, wall decorations, and trade fixtures) shall be deemed real property and a part of the Leased Premises, but shall remain the property of Operator during the Agreement, except that Operator shall not remove said property from the Leased Premises during the term of this Agreement. Operator hereby covenants and agrees not to grant a security interest in any such items to any party other than the City.

(d) Operator shall submit to City a written proposal for all purchases to be made for In-Kind Rent, which will include the value thereof and the anticipated costs of maintenance. Operator must obtain the prior written approval of the Director and Mayor prior to any expenditure. Operator shall maintain the improvements, additions, fixtures, equipment, installations, and major repairs in good and safe condition,

appearance, and state of repair, regardless of the cause or need for maintenance and repair. Operator must submit a copy of a final invoice and proof of payment to Director in order to receive credit towards the In-Kind Rent due. The purchased improvements, additions, fixtures, equipment, installations, and major repairs shall aggregate to the value greater than five thousand dollars and zero cents ($5,000.00) to qualify for In-Kind Rent. Unless this Agreement is terminated early by City pursuant to Paragraph 19(c), should this Agreement be terminated for any other reason prior to the date of its expiration, City shall not refund to Operator the cost of any improvements, additions, fixtures, equipment, installations, and major repairs. The improvements, additions, fixtures, equipment, installations, and major repairs shall become the property of the City upon termination of this Agreement.

(e) At the end of Year 5, the Operator shall submit financial statements of the track's operations to the City for review. Upon review by the City, the City may negotiate future Rental payments.

6. FEES.

(a) Spectator Fees. Operator will deliver to the City one dollar ($1.00) per spectator or other attendee for all events directly hosted or administered by Operator. Spectator Fees are in addition to and not part of the Basic Rent. Spectator Fees shall be made payable to the Honor Farm Enterprise and delivered to the Director at the place designated in this Agreement for Notice to the City. Spectator Fees shall be due without notice, offset, or deduction on the first day of each month following an event, where Spectator Fees collected for all events held the previous month are due.

(b) Vehicle Fees. Operator will deliver to the City five dollars ($5.00) per vehicle that uses a track for any event or rental. Vehicle Fees are in addition to and not part of the Basic Rent. Vehicle Fees shall be made payable to the Honor Farm Enterprise and delivered to the Director at the place designated in this Agreement for Notice to the City. Vehicle Fees shall be due without notice, offset, or deduction on the first day of each month, where all Track Improvement Fees collected in the previous month are due.

(c) Track Improvement Account. Spectator Fees and Vehicle Fees paid to the Honor Farm Enterprise shall be held in an escrow account ("**Track Improvement Account**") by the City to be used solely for track and road course overlay and repair. Operator shall request from the City, in writing, disbursements be made for the purpose of track and road course overlay and repair. All overlay and repairs shall be performed pursuant to the requirements of this Agreement. City shall provide Operator an annual report providing the current escrow balance and a report of transactions.

7. UTILITIES. City shall pay the reasonable water and electricity expenses for the operation of the Park. Operator shall pay, before delinquent, all other charges for utilities, including but not limited to gas, sewage, phone, trash, cable, and internet.

8. SECURITY DEPOSIT.

(a) **In addition to any funds paid by Operator to City by way of prior management agreements, the sum of which City shall retain,** Operator shall pay to City and City shall retain a deposit in the sum of Five Thousand Dollars ($5,000) to ensure performance of Operator's obligations under this Agreement. Operator shall pay one half of the Security Deposit ($2,500) upon execution of this Agreement. Operator shall pay the balance of the Security Deposit ($2,500) no later than seven (7) business days after Operator holds its first revenue generating event. In the event that Operator fails, neglects or refuses to pay any rent, fee, or other sum due under this Agreement, or fails to perform any obligation under this Agreement, then City may, in its sole and absolute discretion, draw from this Security Deposit to remedy Operator's default. Nothing contained in this Agreement shall require City to remedy Operator's default in this manner, and City may instead, in its sole and absolute discretion, refuse to remedy Operator's default by drawing on the Security Deposit, and instead pursue the remedies for default provided in this Agreement or by law.

(b) In the event that City draws from this Security Deposit to remedy Operator's default, City shall notify Operator in writing and require Operator to replenish the deposit to its original level. Failure of Operator to comply with this Section shall constitute a material breach of this Agreement.

(c) Within sixty (60) days after the Term of this Agreement, including any extension thereof, expires or terminate, City shall refund to Operator the Security Deposit, less any portion of the Security Deposit that City has applied to remedy any of Operator's defaults under this Agreement, including but not limited to unpaid rent, other sums due under this Agreement, and any damages or cleaning that may be required, whether discovered during the Term of this Agreement or afterward.

9. CITY TO PROVIDE CERTAIN CAPITAL IMPROVEMENTS AND EQUIPMENT.

(a) City has paid for certain capital improvements to the Leased Premises and purchased the Equipment presently located on the Leased Premises as set forth in Exhibit B attached hereto, for Operator's use on the Leased Premises. All such improvements and Equipment shall remain Property of the City and shall be returned to the City at the termination of this Agreement. All Equipment shall be tagged with City identification within one (1) month of signing of this document.

(b) Operator shall not remove any Equipment from the Leased Premises without the express written consent of the City. The City will maintain those items described in Exhibit B as "City's Responsibility to Maintain". Operator shall maintain those items describe in Exhibit B as "Operator's Responsibility to Maintain". Operator shall transport City's Equipment to the City's Fleet Maintenance Shop as required herein. Equipment described in Exhibit B "Operator's Responsibility to Maintain" which Operator wishes to discard shall be done so only after written approval by City's Director of Parks and Recreation. Operator is hereby advised that Operator shall be solely responsible for personally inspecting the Equipment before execution of this Agreement and any use of the Equipment. Operator's execution of this Agreement and use of the Equipment shall constitute an expressed acknowledgement by Operator that the Equipment is safe and adequate for Operator's intended and permitted use. Operator shall have exclusive control of the Equipment during this Agreement, subject to the City's right of inspection, and shall be responsible for all equipment and for adequate safeguard for the protection of Operator, its employees, agents, independent contractors, subcontractors, representatives, and persons engaged in any activity on the Leased Premises. Notwithstanding any provision in this Agreement to the contrary or which may be construed to the contrary, City assumes no obligation or responsibility to replace the Equipment, or to keep or maintain the Equipment in good and safe condition, appearance, or state of repair, regardless of cause of need for maintenance, repair, and/or replacement. City is not subject to the Occupational Safety and Health Administration ("OSHA") and shall not be liable for any fine or fee levied against Operator thereby.

10. SPONSORSHIP CONTRACTS AND WEBSITE.

(a) **Sponsorship Contracts.** Operator may enter into sponsorship contracts for less than Fifty Thousand Dollars ($50,000) without the prior written consent of the City; however, the City reserves the right to require Operator to discontinue any sponsorship contracts and/or advertising that the City believes, in its sole and absolute discretion, is not in the City's best interests. Any sponsorship contract over Fifty Thousand Dollars ($50,000) or involving the naming of the whole, or any portion of the Leased Premised must be approved by the City in writing, which approval may be withheld in the sole and absolute discretion of the City.

(b) **Website & Social Media Site.** Operator must work with the City and provide necessary information to the City in order to update the Pueblo Motorsports Park website at all times during the Term of this Agreement and any extension thereof. Operator must always insure a proper link from the Pueblo Motorsports Park website to the City of Pueblo website at all times during the Term of this Agreement.

Operator may create and manage a separate social media site to promote the Pueblo Motorsports Park. The City has the right to require Operator to discontinue any advertising on the Pueblo Motorsports Park website or any social media site that the City believes, in its sole and absolute discretion, is not in the City's best interests.

11. MAINTENANCE OF LEASED PREMISES AND EQUIPMENT.

(a) Except as otherwise provided in this Agreement, Operator shall operate, staff, manage, clean, repair, keep clean and sanitize, and maintain the Leased Premises and Equipment. Operator shall perform these duties with reasonable care according to the highest standards in the industry.

(b) Operator shall use and maintain the Leased Premises in a clean, safe, and orderly manner, in compliance with all federal, state, and city laws and regulations and all rules and policies promulgated by the Director. Operator shall not allow ramming exercises on the racetracks within the Leased Premises. Operator may allow drifting events and military training on the Leased Premises, so long as such events and training do not involve firearms, explosives, or vehicles that would damage the racetracks and the Leased Premises. Where Operator allows drifting events or military exercises on the Leased Premises, Operator shall at its sole cost and expense repair all damage to the premises caused thereby immediately after the event or training, fully indemnify the City against any related claims, and provide adequate additional insurance to cover the event or training and such use of the premises.

(c) Operator shall develop and follow a maintenance schedule to control the growth of natural vegetation on the Leased Premises. This program shall include a regular schedule for weeds and other vegetation to be sprayed and mowed or otherwise eliminated. Operator shall ensure that all-natural vegetation in the vicinity of the racetrack and spectator areas shall not exceed 5 inches (5") in height or otherwise as approved by Director. City will provide support to Operator as available to assist in the control of natural vegetation on the Leased Premises, which may include supplying information, guidance, or chemicals.

(d) Operator shall not set any portion of the Park on fire; or use any incendiary or explosive devices without the prior written approval of the Fire Department and Director.

(e) Operator shall repair and restore the Leased Premises and all its tracks and facilities to pre-event condition within a reasonable time after each Operator event. Operator shall report to the Director any major damage to the Leased Premises within one business day after the damage occurs.

(f) Operator shall provide dust control during its use of off-road areas when necessary, to the extent and degree determined by City in its sole and absolute discretion, which shall include the use of Equipment to spray the tracks when using off-road areas.

(g) Operator shall immediately clean up oil spills or any other fluid spills on the Leased Premises, including but not limited to the tracks, pits and staging areas. Operator will comply with all federal, state, and local laws, rules and regulations pertaining to the clean-up and disposal of oil, chemicals and other waste.

(h) The City may inspect the Leased Premises at any time, but in no event less that twice per year, to determine if any additional cleaning is necessary, including but not limited to fluid spills, major debris, screws and glass. If so directed by the City after inspection of the Leased Premises, Operator shall perform all necessary additional clean-up at its sole expense.

(i) Operator shall be responsible, at its sole expense, for all maintenance of the Physical Facilities and Equipment, except as provided in paragraphs (k) through (m) below. Operator shall notify

the Director of any damage or theft of Equipment or of the Physical Facilities within twenty-four (24) hours of the occurrence.

(j) Operator shall record and maintain a log of all hours of use of each piece of Grounds Equipment identified in Exhibit B as City Responsibility to Maintain, which shall be provided to the City Fleet Services Supervisor the first day of each month. Once per year or as otherwise requested by City, Operator shall provide access to the Leased Premises and Grounds Equipment in order to allow the City to inspect and test said equipment. Within ten (10) days after this Agreement is executed by both parties, and by January 15 of each year the Agreement is in effect thereafter, Operator shall set up a yearly schedule for inspection and testing of the equipment with Fleet Services. If requested by City, inspection and testing of the Grounds Equipment will occur at City Fleet. Operator shall be responsible for transporting Grounds Equipment to City Fleet. All inspection and/or testing work must be performed during the City Fleet Department's normal working hours Monday through Friday from 8:00 a.m. to 5:00 p.m. Operator will only hire and use qualified persons to operate the Grounds Equipment.

(k) Operator shall be responsible for all routine maintenance of the Grounds Equipment identified on Exhibit B as Operator's Responsibility to Maintain. All routine maintenance shall be performed by a certified, licensed technician belonging to Operator's organization and approved by Director in writing. If Operator does not have available such a technician, then all routine maintenance shall be performed by City Fleet.

(l) All work on equipment identified as City Responsibility in Ex. B must be performed during City Fleet's normal working hours, Monday through Fridays from 8:00 a.m. to 5:00 p.m. at City's Fleet's facility. Operator is responsible for transporting all equipment to City Fleet for maintenance and for all costs and fees incurred as a result. Operator shall be responsible for the cost of all parts necessary for routine maintenance of the Grounds Equipment identified in Exhibit B as Operator's Responsibility. City shall be responsible for the cost of all parts necessary for routine maintenance of the Grounds Equipment identified in Exhibit B as City's Responsibility. For the purposes of this Agreement, "routine maintenance" means all simple, small-scale maintenance normally associated with regular and general upkeep, both preventative and to address normal wear and tear, and specifically includes but is not limited to the replacement or changing of fluids, filters, tires, bulbs, and fuses, but shall not include major repair or replacement of parts or subsystems.

(m) Operator shall pay the first one thousand five hundred dollars ($1,500) per occurrence, to make major repairs and/or replacements of the Physical Facilities excluding items specifically listed in paragraph 11(n). Thereafter, the City shall pay any and all remaining amounts necessary to repair and/or replace the Physical Facilities and Grounds Equipment so long as the repair and/or replacement is not necessitated by the negligence of Operator, its employees, agents, subcontractors, guests, and/or invitees; except that the City may, within its sole and absolute discretion, choose not to repair or replace if it determines the repair and/or replacement is not necessary to the operation of the Leased Premises. In addition to the requirements in paragraph 11(k), Operator shall notify the City Fleet Services Supervisor when an item of equipment in need of major repair within twenty-four (24) business hours of the damage and schedule an appointment with the City Fleet Services Supervisor to bring the item in for repair. All repairs to said equipment shall be performed by City Fleet during City Fleet's normal working hours, Monday through Friday, from 8:00 a.m. to 5:00 p.m. at City's Fleet's facility, unless otherwise mutually agreed upon by the Parties as provided herein. Operator is responsible for transporting all equipment to City Fleet for repairs and for all costs and fees incurred as a result. All invoices provided to Operator for maintenance, repair, and/or replacement of the Physical Facilities shall be paid within forty-five (45) days of the invoice. City and Operator may negotiate to allow an independent professional to perform repairs of the Equipment on the Leased Premises. Operator shall provide a detailed written quote describing the nature and extent of the repair, necessary parts, labor time, and any costs and fees for approval by Director and City Fleet Services Supervisor. Director and City Fleet Services Supervisor may request additional information as needed in order to evaluate the request. Operator must obtain the prior approval of Director

and City Fleet Services Supervisor prior to any work being performed, which approval may be withheld by City in its sole and absolute discretion. For the purposes of this Agreement, "repair or replacement" means: a repair that necessitates the removal of an integral part; wherein replacement of a part with a new, used, or rebuilt one is necessary; or one in which a substantial amount of time to complete is required; and specifically includes but is not limited to engine and transmission rebuilding or replacement, timing of the engine or replacement of timing chains, repair or replacement of the drive train, chassis, suspension system, axels, water pump, belts, replacement of glass, or any auto-body work.

(n) Operator shall pay the first five hundred dollars ($500) per occurrence, to repair and/or replace the Concession, Office/Mobile Home, and Tower Equipment. Thereafter, the City shall pay any and all remaining amounts necessary to repair and/or replace the Concession, Office/Mobile Home, and Tower Equipment so long as the repair and/or replacement is not necessitated by the negligence of Operator, its employees, agents, subcontractors, guests, and/or invitees; except that the City may, within its sole and absolute discretion, choose not to repair or replace the Concession, Office/Mobile Home, and Tower Equipment if it determines the repair and/or replacement is not necessary to the operation of the Leased Premises. All invoices provided to Operator for maintenance, repair, and/or replacement of Concession, Office/Mobile Home, and Tower Equipment, or any other Equipment listed in Exhibit B, shall be paid within forty-five (45) days of the invoice.

(o) Except as otherwise provided in this Agreement, Operator shall be responsible for maintaining all tracks in substantially the same condition as they existed on the date of this Agreement except for normal and acceptable wear and tear.

12. CONSERVATION EASEMENT; SPECIAL EVENTS; POLICE DEPARTMENT USE; KEYS; AND PYROTECHNICS.

(a) **Conservation Easement.** Operator understands and agrees that this Agreement and Operator's use of the Leased Premises is subject to the conditions and limitations of the Conservation Easement recorded July 2, 2001 as Reception No. 1390542 in the records of the Pueblo County Clerk and Recorder ("Easement"). Operator acknowledges receipt of a copy of the Easement. City makes no representation or warranty that Operator's intended use of the Park or the provisions of this Agreement are approved uses or allowed under the Easement.

(b) **Special Events.** Operator shall notify Director of its intent to host special events upon the Leased Premises at least forty-five (45) prior to the event date, or as soon as reasonably possible thereafter but in no event less than thirty (30) days before the intended date of the special event. Director shall evaluate each request and shall notify Operator of his approval or disapproval in writing at least thirty (30) days prior to the event date. For the purposes of this Agreement, "special events" shall be those that require the relocation, modification, or removal of a structure or improvement on the Leased Premises, or a physical modification to a feature or surface configuration of any land area within the Leased Premises, including but not limited to moving the bleachers or mobile home, or digging mud pits, holes, or other cavities.

(b) Police Department Use. Operator shall allow the Pueblo Police Department to use the Leased Premises for training purposes. The Pueblo Police Department and Operator shall coordinate in good faith to schedule such training purposes to accommodate any third-parties who pay for track rental on a day concurrent with the Pueblo Police Department. Operator shall be responsible for any damage that occurs during Pueblo Police Department use of the Leased Premises, unless Operator enters into a written agreement with the Pueblo Police Department that indicates the Police Department shall be responsible for any damages.

(d) **Keys.** Operator must provide access per City request to the Leased Premises, including but not limited to any buildings, facilities, and tracks. In the event that Operator changes any locks to any buildings, gates, or facilities Operator must within twenty-four (24) hours provide a copy of all new keys

to the Director. Every key should be marked or otherwise identify the purpose and/or location within the Leased Premises to which each key pertains.

(e) **No Pyrotechnic Devices**. Operator shall under no circumstance use pyrotechnic devices, explosives, fireworks, or incendiary devices of any kind anywhere in the Park without prior written approval from the Fire Department and the Director.

13. INSURANCE, INDEMNITY, AND RELEASES.

(a) **Insurance and Proof of Insurance.** Operator shall, within ten (10) days after this Agreement is executed by both parties, and on the anniversary of such execution each year, obtain the following insurance coverages and provide to the City the following Certificates of Insurance showing that Operator has obtained the following insurance coverages. Operator shall maintain all such insurance coverages at all times during the term of this Agreement:

(1) Workers' Compensation Insurance, including Occupational Disease Provisions, effective during the entire Term of this Agreement and any extension thereof, fully complying with the provisions of the Workers' Compensation Act, as amended, of the State of Colorado. Such insurance shall be obtained notwithstanding that Operator may have no employees as defined under said Act or that Operator 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 Operator performing work at the Leased Premises irrespective of whether such employees may be shareholders, managers, partners, or owners of Operator or exempt employees under the Act. If any class of employees engaged in hazardous work under this Agreement at the Leased Premises in not protected by the Workers' Compensation statute, the Operator shall provide, and similarly shall cause each subcontractor to provide, special insurance for the protection of such employees not otherwise protected. The Workers' Compensation Insurance policy shall contain an endorsement waiving subrogation against the City.

(2) Commercial General Liability Insurance, effective during the entire Term of this Agreement and any extension thereof, issued to and covering the liability of Operator with respect to all work and events performed by Operator and its subcontractors under this Agreement, to be written on a Commercial General Liability policy form. This insurance shall be written in amounts not less than $2,000,000 for each occurrence and $4,000,000 aggregate. This policy of insurance shall be endorsed naming the City of Pueblo, its Enterprises, controlled Nonprofit Corporations, their officers, agents and employees as additional insured. The policy shall also provide coverage for contractual liability assumed by Operator under the provisions of this Agreement, and "Completed Operations and Projects Liability" coverage. The Commercial General Liability Insurance policies shall contain a waiver of subrogation.

(3) Comprehensive Automobile Liability Insurance effective during the entire Term of this Agreement and any extension thereof, written with limits of liability for injury to one person in any single occurrence of not less than $1,000,000 and for any injury to two or more persons in any single occurrence of not less than $1,000,000. This policy of insurance shall be endorsed naming the City of Pueblo, its Enterprises, controlled Nonprofit Corporations, their officers, agents and employees as additional insured. This insurance shall include uninsured/underinsured motorist coverage and shall protect Operator from any and all claims arising from the use both on and off the Basic Services site of motor vehicles, including any automobiles, trucks, tractors, backhoes and similar equipment whether owned, leased, hired or used by Operator. The Comprehensive Automobile Liability Insurance policies shall contain a waiver of subrogation.

(b) **Notices to City in Policies.** Every insurance policy and certificate of insurance specified in subsection (a) of this Section shall contain a provision and/or special endorsement requiring that the Insurer notify the City in writing, in the manner provided in this Agreement, ten (10) days prior to any formal action being taken in the event that any such policy or coverage will be revoked, terminated, rescinded, or lapse.

(c) **Releases and Claims Waiver.** Operator forever releases and waives any and all claims, known and unknown, presently existing or arising in the future, and any suit or action in law or equity against the City, its Enterprises, controlled Nonprofit Corporations, their officers, agents, independent contractors, and employees ('Released Parties") in any court or tribunal, based on tort, statute, violation of civil rights, or any other legal theory, for any physical injury, psychological injury, death, or property damage or loss that Operator, its officers, agents, independent contractors, or employees may suffer, related to or caused by the Released Parties, or any vehicle, object, thing, or activity in any building or facility owned, leased, operated or controlled by the Released Parties.

(d) **Operator Covenants Not to Sue.** Operator shall not file, pursue or prosecute any suit, action or proceeding, in law or in equity, in any court or tribunal, against the Released Parties, based on tort, statute, violation of civil rights, or any other legal theory, for any physical injury, psychological injury, death, or property damage or loss that Operator, its officers, agents, independent contractors, or employees may suffer related to or caused by the Released Parties, or any vehicle, object, thing, or activity in any building or facility owned, leased, operated or controlled by the Released Parties.

(e) **Operator Indemnifies.** Except for the City's gross negligence and willful misconduct, Operator shall indemnify, defend and hold harmless the Released Parties against any liability for any damages, attorney's fees, and restitution that may be imposed by any court or tribunal in any suit, action or proceeding in law or equity filed by any person or entity based on tort, statute, violation of civil rights, or any other legal theory, for any physical injury, psychological injury, death, or property damage or loss that any such third person may suffer as a result of any cause, including related to or caused by the Released Parties, or any vehicle, object, thing, or activity in any building or facility owned, leased, operated or controlled by the Released Parties.

(f) **Operator Must Obtain Releases from Third Parties.** Prior to entering the Park on any Operator Event day, all Operator employees and agents, and event participants MUST sign a Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement ("Release Agreement"), the language of which must be approved by the Director, in the presence of Operator personnel and all executed Release Agreements shall be maintained and kept on file by Operator for at least three (3) years from the date of the Release Agreements. Originals or copies of the Release agreements shall be delivered to the City upon its request. Operator's obligation to maintain these records and provide them to the City upon request shall survive termination or expiration of this Agreement. Operator shall bear sole responsibility for full compliance with this Section. Entry into the Park by any Operator employee, agent, or event participant during an event prior to the execution of a Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement by such individual shall constitute a material breach of this Agreement by Operator.

14. IMPROVEMENTS.

(a) **Operator Fuel Storage Facility.** If Operator decides to utilize the above ground fuel storage facility it shall utilize and maintain the system in compliance with all federal, state and city ordinances and laws, specifically including all City fire ordinances and regulations. Any other fuel vendor hired by Operator shall also meet with the City Fire Department prior to selling fuel to ensure compliance with all federal, state and city ordinances, and laws.

(b) **Costs of Improvements; Approval Required.** The parties agree that Operator shall have the right to make improvements or other alterations to the Leased Premises. Operator shall have the right to offset, reduce or eliminate all future payments of Base Rent due under this Agreement for pre-approved costs associated with the development, installation, and construction of any such improvements. City shall not refund to Operator the cost of improvements. Operator shall submit to City a written proposal for all proposed improvements that includes the estimated value of the improvements and the anticipated cost of development, installation, construction, and maintenance. Operator must obtain the prior written approval

of the Director and Mayor for any proposed improvements and a certificate from the Pueblo Regional Building Department approving any proposed improvements. All improvements must be approved in writing by the City prior to installation or construction. Any proposed changes must meet all building permit regulations and be constructed, installed, maintained, and operated in compliance with all local, state, and federal laws and regulations. Except as otherwise provided in this Agreement, Operator shall maintain the improvements in good and safe condition, appearance and state of repair, regardless of the cause or need for maintenance and repair. All offsets, reductions, or eliminations of rent must be mutually agreed upon by Operator, Director, and Mayor and be documented in writing and signed by all Parties prior to any work being performed. To receive a reduction, offset, or elimination, Operator must submit a copy of a final invoice and proof of payment to Director in order to receive credit for rent. If an improvement is not performed or completed, or Operator's payment for the same is rejected, dishonored, or not completed for any reason, rent shall be paid according to the provisions in Section 5.

(c) **Improvements Become City Property Upon Termination of Agreement.** All improvements and alterations shall become the property of the City at the option of the City upon termination or expiration of this Agreement.

15. MAINTENANCE OF ACCOUNTS AND RECORDS. Operator shall keep and maintain accurate and complete accounts and records of all activities and transactions conducted by Operator on or from the Leased Premises, including without limitation sales receipts, inventory lists, equipment logs, third party Release Agreements, purchase orders, payroll, financial records, tax returns and bank statements, or any subcontractor contracted by Operator to work, manage, or operate all or a portion of the Leased Premises, in accordance with generally accepted accounting principles, which accounts and records shall be available for inspection, copy and audit by City during normal business hours. Operator shall, at least quarterly, submit financial reports evidencing profits, ticket sales, and any other financial information the Director requires. Operator shall retain all such accounts and records for a minimum period of three (3) years after termination of this Agreement.

16. INTELLECTUAL PROPERTY. This Agreement is solely for access to and use of the Leased Premises. Operator shall not photograph, film, or broadcast any Event or any part thereof without first obtaining the prior written consent of the City, except that Operator may post pictures and videos to the Pueblo Motorsports Park website and social media site so long as the same portray the City in a positive light. City reserves the right to remove or require the removal of any information, pictures, or videos from Operator's social media site if it determines, in its sole and absolute discretion, that the same do not positively portray the City or are misleading in any way.

17. NO REPRESENTATION OR WARRANTY OF CONDITION OR FITNESS. THE LEASED PREMISES IS PROVIDED ON AN "AS IS" "WITH ALL ITS FAULTS" BASIS, AND CITY MAKES NO REPRESENTATION OR WARRANTY AS TO THE CONDITION OR FITNESS OF THE LEASED PREMISES FOR OPERATOR'S EVENTS OR FOR ANY PARTICULAR USE OR PURPOSE. Accordingly, Operator is hereby advised that Operator shall be solely responsible for personally inspecting the Leased Premises before execution of this Agreement and commencement of any Event. Operator's execution of this Agreement or commencement of any Event shall constitute an expressed acknowledgement by Operator that the Leased Premises is safe and adequate for Operator's permitted use. Operator shall have exclusive control of the Leased Premises during the pendency of this Agreement, subject to the City's right of access, and shall be responsible for all equipment and for adequate safeguard for the protection of Operator, its employees, agents, independent contractors, subcontractors, and representatives, and persons engaged in any activity on the Leased Premises. Except as otherwise provided in this Agreement, the City assumes no obligation or responsibility to keep or maintain the Leased Premises or any track or facility thereon in good and safe condition, appearance, or state of repair, regardless of cause of need for maintenance and repair.

18. MINORS. No individual under the age of eighteen (18) years, including Junior Dragsters and Quarter Midget racers shall be allowed in any restricted area of the Leased Premises (which shall include the track surface, starting line area, garage areas, staging lanes, run-off areas, trackside communications stations, and any other location as defined in generally accepted policies of liability coverage for Motorsports entities), without a (1) Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement, and (2) a Parental Consent to the Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement executed by each minor and the minor's parent or legal guardian. The language of the Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement and Parental Consent to the Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement must be approved by the Director. These documents must be signed in the presence of Operator personnel and are required before said minor's entrance into the restricted areas of the Leased Premises. All executed documents shall be delivered maintained and kept on file by Operator for three (3) years from the date of the Release Agreements. Originals and/or copies of the Release Agreements shall be delivered to the City upon request. Operator's obligation to maintain these records and provide them to the City upon request shall survive termination or expiration of this Agreement. Operator shall bear sole responsibility for full compliance with this Section. Entry by any individual to a restricted area prior to the execution of the Agreements listed above in this Section by the proper party shall constitute a material breach of this Agreement by Operator.

19. TERMINATION AND DEFAULT.

(a) **Default and Correction.** If either party is in default hereunder, the non-defaulting party may give written notice describing the default to the defaulting party. If the defaulting party does not correct such default within twenty (20) days after receipt of said notice, or if the default cannot be corrected within said 20-day period and the defaulting party fails to commence action to correct the default within said 20-day period and thereafter diligently pursues corrective action, the non-defaulting party may upon an additional five (5) days' notice given to the defaulting party terminate this Agreement.

(b) **Termination for Breach.** Notwithstanding the foregoing, if Operator commits a breach of any term of this contract, City may terminate this Agreement upon thirty (30) days' prior written notice to Operator specifying the breach and the date of termination. Except for accrued rights and liabilities and those covenants which survive termination hereunder, upon such termination each party shall be released from all future duties and obligations hereunder.

(c) **Termination Without Cause.** Notwithstanding the foregoing, either party may terminate this agreement without cause by providing 60 days' written notice to the other party. No premature termination of this Agreement shall affect any right of either party accruing prior to such termination, whether such right is conferred by the terms of this Agreement or arises under general principles of law. If City chooses to terminate without cause, City shall reimburse Operator any outstanding approved future reductions or eliminations of Base Rent as agreed upon in section 14b.

20. NOTICE. Any notice required or permitted to be given hereunder shall be in writing and delivered personally or by certified mail, postage prepaid, as follows:

(a) If to City: Director of Parks and Recreation, City of Pueblo, 800 Goodnight Ave., Pueblo, Colorado 81005; and Mayor, City of Pueblo, #1 City Hall Place, 2nd Floor, Pueblo, Colorado, 81003.

(b) If to Operator: THORBURN LAW GROUP, LLC, 5460 South Quebec Street, Suite 310, Greenwood Village, Colorado 80111.

21. MISCELLANEOUS.

(a) **Additional Documents.** The Parties agree to execute any additional documents or take any additional action that may be necessary to carry out this Agreement.

(b) **Force majeure.** Any delays in or failure of performance by any party of its obligations under this Agreement shall be excused if such delays or failure are a result of acts of God, fires not caused by a breach of this Agreement, a declared national emergency, a pandemic and/or epidemic, floods, storms, lightning strikes, labor strikes, labor disputes, accidents, regulations or orders of civil or military authorities, shortages of labor or materials, or other causes, similar or dissimilar, which are beyond the control of such party.

(c) **Binding Effect.** This Agreement shall inure to the benefit of, and be binding upon, the Parties, their respective legal representatives, successors, and assigns; provided, however, that nothing in this paragraph shall be construed to permit the assignment of this Agreement except as otherwise expressly authorized herein.

(d) **Section Captions.** The captions of the paragraphs are set forth only for the convenience and reference of the Parties and are not intended in any way to define, limit or describe the scope or intent of this Agreement.

(e) **Integrations, Severability, Amendment, Counterparts, and Electronic Signature.** This Agreement represents the entire agreement between the Parties and supersedes all prior discussions and written agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the Parties. If any provision of this Agreement is held invalid or unenforceable, no other provision shall be affected by such holding, and all of the remaining provisions of this Agreement shall continue in full force and effect. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together constitute one and the same agreement. This Agreement and all other documents contemplated hereunder may be executed using electronic signatures with delivery via facsimile transmission, by scanning and transmission of electronic files in Portable Document Format (PDF) or other readily available file format, or by copy transmitted via email, or by other electronic means and in one or more counterparts, each of which shall be: (i) an original, and all of which taken together shall constitute one and the same agreement, (ii) a valid and binding agreement and fully admissible under state and federal law, and (iii) enforceable in accordance with its terms

(f) **No Third-Party Beneficiaries; No Waiver of Immunities.** 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.

(g) **Waiver of Breach.** A waiver by any party to this Agreement or the breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either party.

(h) **Authority of Signers.** Each person signing this Agreement on behalf of a party represents and warrants that he or she has the requisite power and authority to enter into, execute, and deliver this Agreement on behalf of such party and that this Agreement is a valid and legally binding obligation of such party enforceable against it in accordance with its terms.

(i) **Attorney's Fees and Costs of Collections.** In the event that it becomes necessary for any Party to bring any action or proceeding to enforce the terms hereof or declare rights hereunder, the prevailing party shall be entitled to collect its reasonable attorney fees, costs of suit, and costs of collection as part of the judgment in such action or proceeding.

(j) **No Multi-year Fiscal Obligation on City.** This Agreement is expressly made subject to the limitations of the Colorado Constitution. Nothing herein shall constitute, nor deemed to constitute, the creation of a debt or multi-year fiscal obligation or an obligation of future appropriations by the City

Council of Pueblo, contrary to Article X, § 20 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 the 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 or breach of this Agreement, including any sub-agreement, attachment, schedule, or exhibit thereto, by the City.

(k) **Certain Provisions Survive Expiration and Termination.** The provisions of this Agreement pertaining to insurance, releases, indemnification, payments to the City excluding Base Rent, and liability shall survive the expiration of the term of this Agreement and termination of this Agreement and continue in effect for a period of five years following the termination of this Agreement and for such further time as it may take to completely and finally negotiate, settle, or litigate any claim or suit concerning the same.

(l) **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.

(m) **Assignment.** This Agreement shall not be reassigned by Operator without the prior written consent of the City, which consent may be granted, denied, or conditioned in City's sole and absolute discretion.

IN WITNESS WHEREOF, the Parties hereto have executed and delivered on this _____ day of _____, 2025.

SOUTH PRAIRIE AND O'NEIL ENTERPRISES, LLC

By:_____

Name: _____

Title: _____

CITY OF PUEBLO,
A MUNICIPAL CORPORATION

By:_____

Heather Graham, Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

EXHIBIT "A"

AREA MAP WITH MARKED PERIMETER DESIGNATING THE LEASED PREMISES, HONOR FARM MAP, RACE FACILITY MAPS I & II

EXHIBIT A

AREA MAP

City of Pueblo
Pueblo Motorsports Park Project
AREA MAP

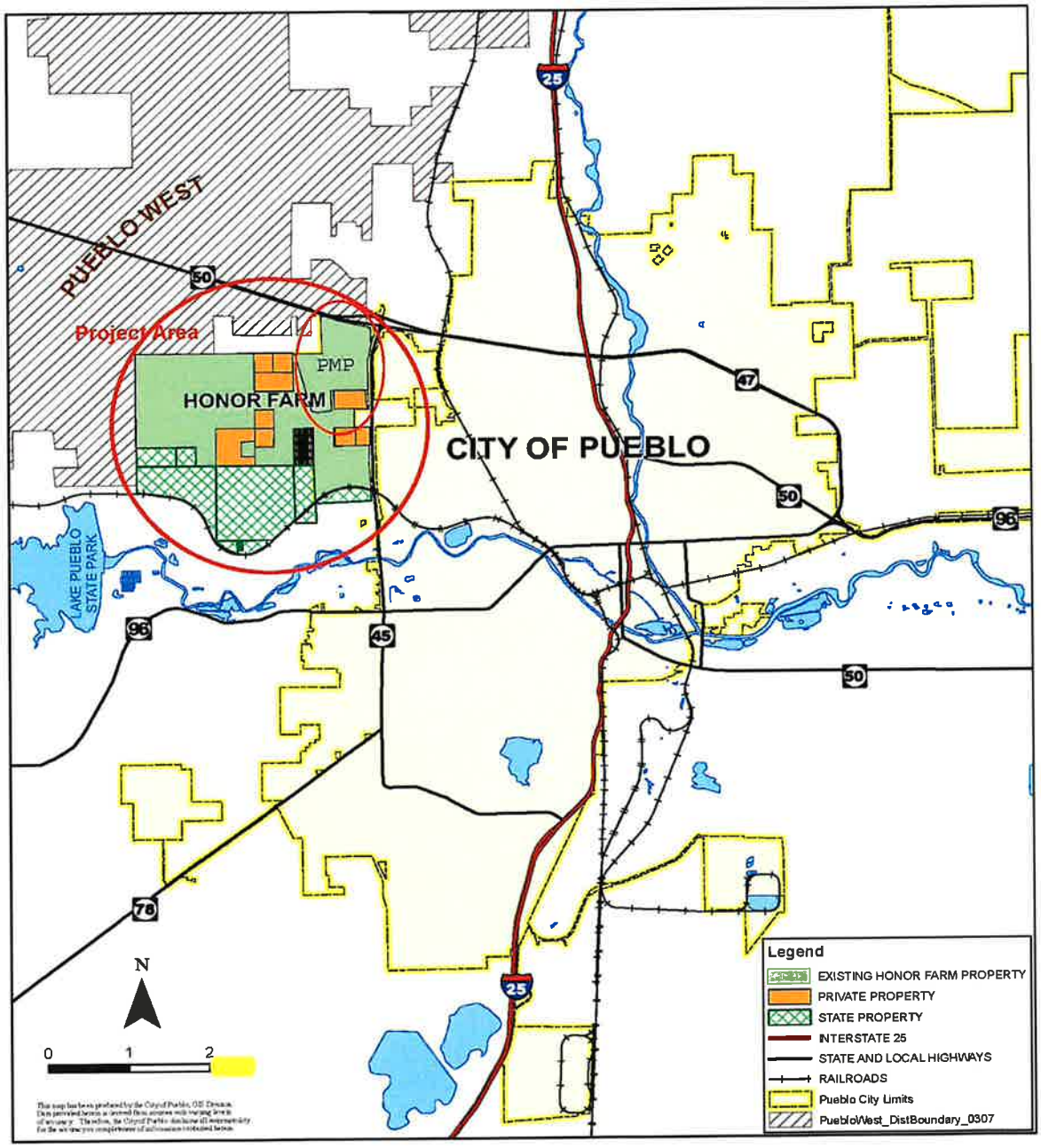


EXHIBIT A

HONOR FARM MAP

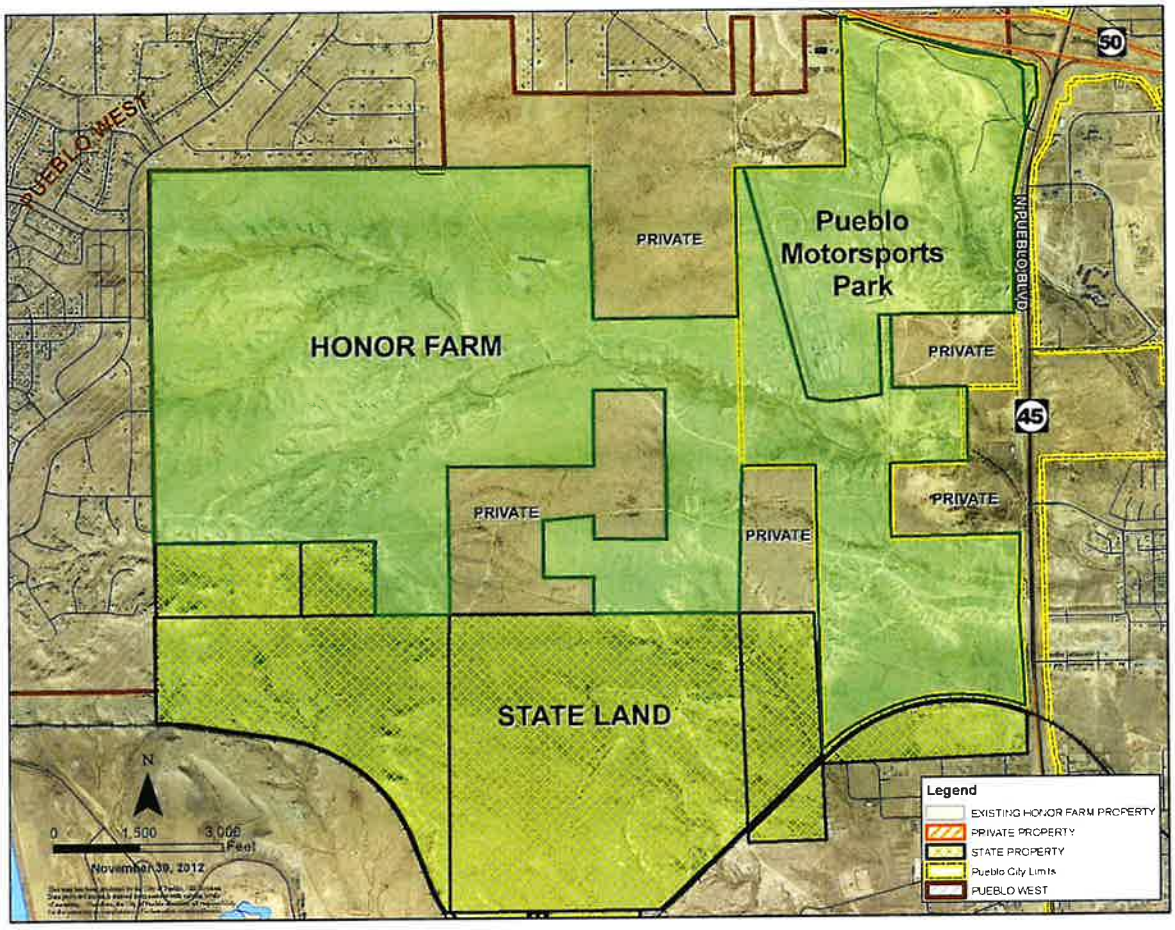


EXHIBIT A

RACE FACILITY MAP I

Pueblo Motorsports Park

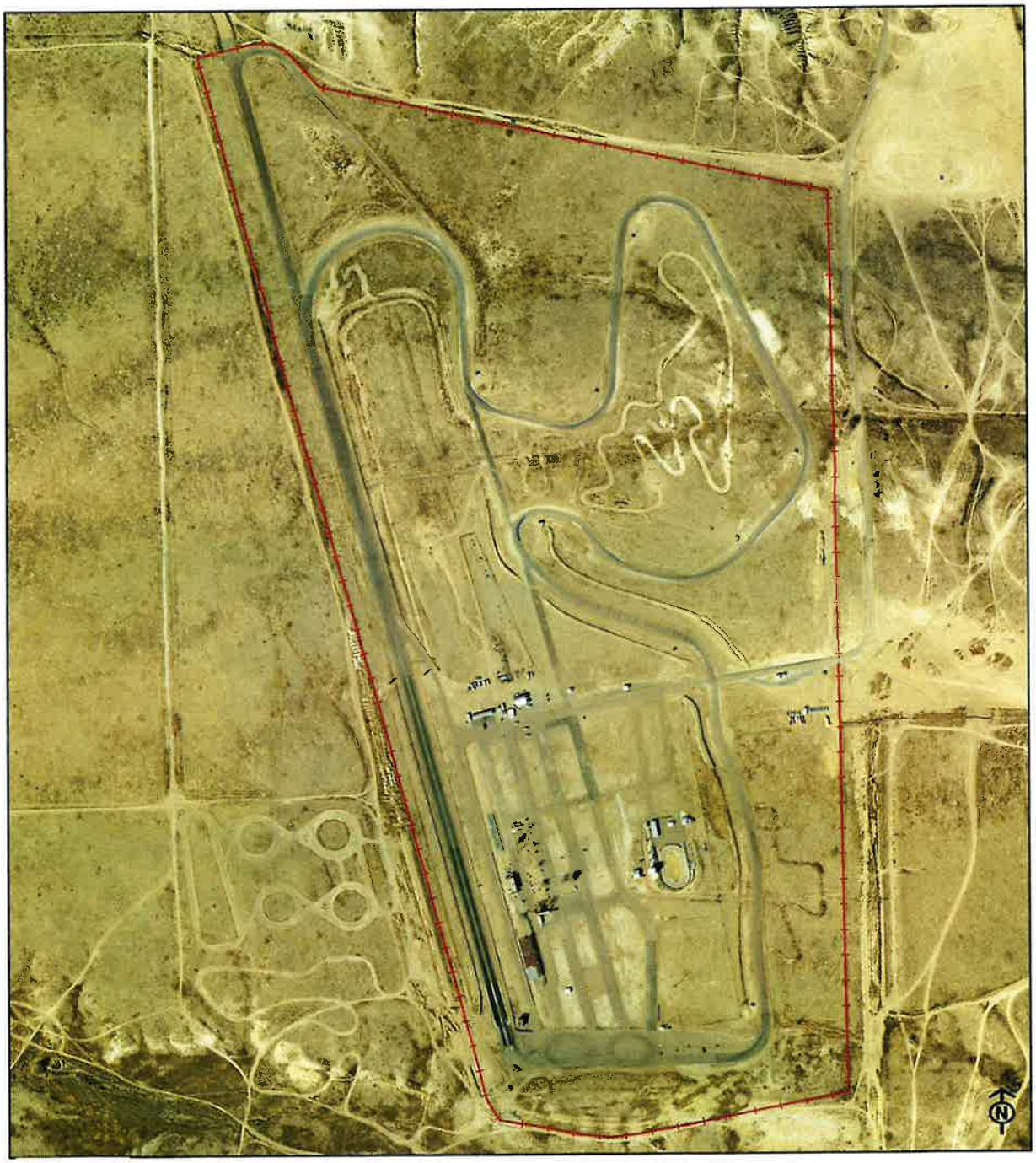
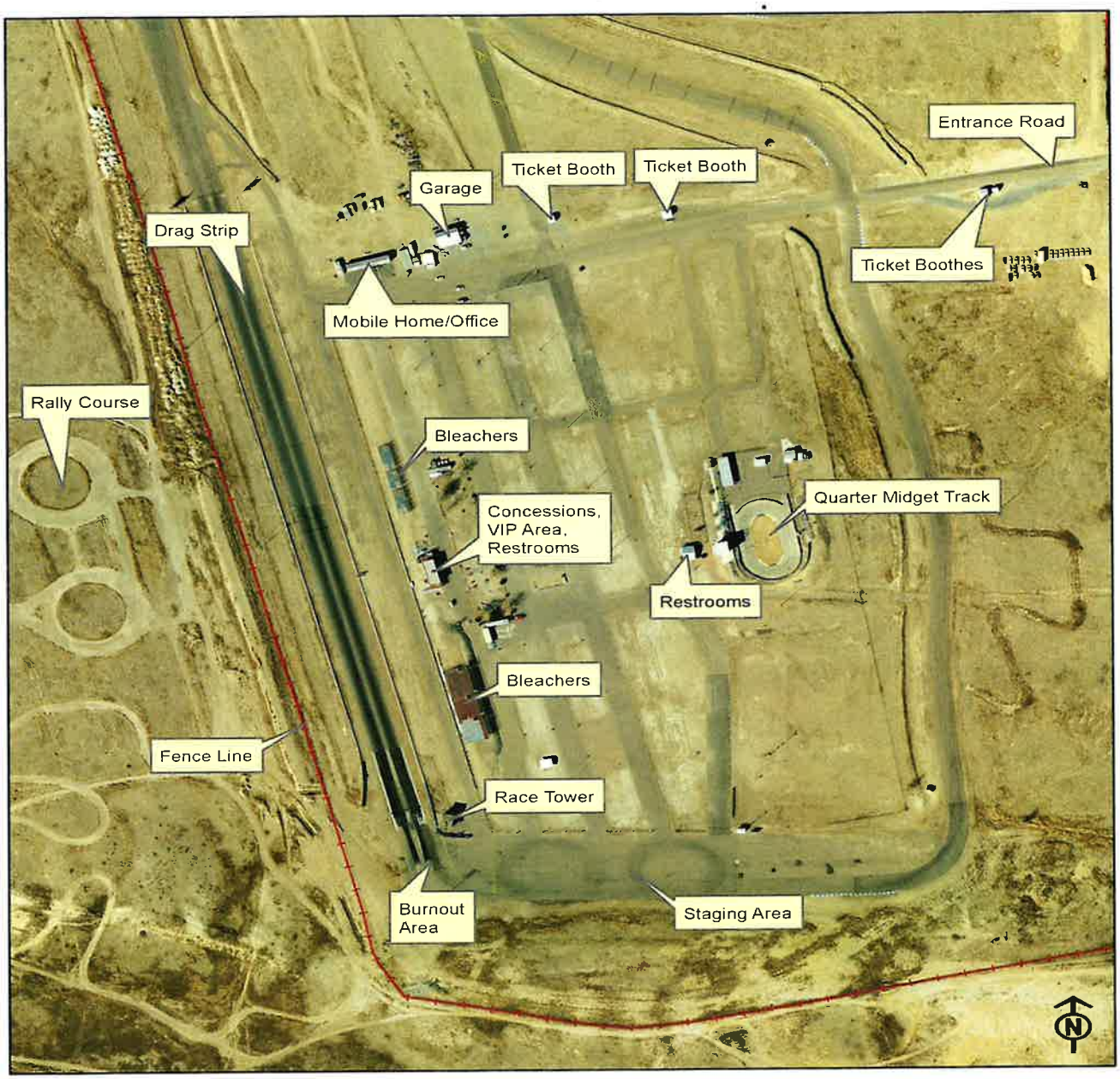


EXHIBIT A

RACE FACILITY MAP II

Pueblo Motorsports Park



PUEBLO GIS DIVISION

EXHIBIT "B"

LIST OF CITY EQUIPMENT

See itemized list attached hereto.

EXHIBIT B – PMP EQUIPMENT LIST *(04/04/2025-updated)*

City's Responsibility

Vehicle #	Year	Description	Capital Asset
226019	2012	SWEEPER, 2012 LAYMOR Model SM300	17716
226020	2012	TRACTOR, KUBOTA M108S	17723
226021	2012	SWEEPMASTER/RUBBER LAYDOWN ATTACHMENT	25306
Tank/pmp001			
Pump/pmp002	2021	Custom Built Track Sprayer	NA

Operator's Responsibility

Vehicle #	Year	Description	Capital Asset
226022*	2004	ATV, POLARIS 600, GREEN*	25256
226023*	2007	ATV, POLARIS 330 TRAILBOSS, YELLOW*	25257
226028*	1998	TRUCK, FORD F150 PICKUP, 1 TON, TEAL*	15126
226902*	1999	TRAILER, HANDMADE FLATBED*	17371
221814*	1978	DUMP TRUCK, C60, 2 ½ TON*	NA
221499*	1973	WATER TRUCK, C60, 2 ½ TON*	NA
		2,000 GALLON PLASTIC WATER TANK*	NA
221911*	1979	TRACTOR, FORD 5600*	NA
		JOHN DEERE BRUSH HOG MOWER, 6', MODEL #616*	NA
		(2) - 500 GALLON FUEL TANKS	NA
		FUEL CONEX STORAGE, 40' x 8'	NA
		HURST HYDRAULIC CUTTER/HYDRAULIC UNIT	NA
		WATER SUPRESSION TANK, 70 GALLONS	NA
		HOSE REEL W/50' HOSE	NA
		(12) – FIRE EXTINGUISHERS	NA

CONCESSIONS

Description	Capital Asset
UPRIGHT FREEZER, Frigidaire	31457
GRIDDLE/RANGE, Vulcan	NA
3 BAY SINK	NA
DISPLAY COOLER, True, Model #GDM-23	NA
STAINLESS STEEL PREP TABLE	NA
FREEZER, DEEP, Frigidaire	31458
REFRIGERATOR, 2 DOOR, True	NA
(2) – STORAGE RACKS	NA
WATER HEATER	NA
EXTRA WATER TANK	NA
WALL HAND SINK	NA
REFRIGERATOR, MINI, Delfield	NA
DEEP FRYER, Dean	31466
MICROWAVE OVEN, Panasonic	NA
PRESSURE WATER TANK, BLUE	NA
(3) – METAL RACKS	NA
SINGLE BAY SINK	NA

OFFICE/MOBILE HOME

Description	Capital Asset
CLOTHES WASHER, Lady Kenmore	NA
CLOTHES DRYER, Kenmore	NA
STOVE, ELECTRIC, Whirlpool	NA
FILE CABINET, BLACK	NA
DESK, BLUE	NA

**AS IS – OPERATOR RESPONSIBLE FOR MAINTENANCE AND/OR REPLACEMENT*

EXHIBIT B – PMP EQUIPMENT LIST *(04/04/2025-updated)*

TOWER

Description	Capital Asset
REFRIGERATOR, MINI, Kenmore	Serial #11069446
REFRIGERATOR/FREEZER, WHITE, Westinghouse	NA
(9) – FIRE EXTINGUISHERS	NA
FLOOR JACK, LARGE (In Garage)	NA
(2) – TORCHES (In Shed next to Tower)	NA
BLOWER	NA
CHRISTMAS TREE LIGHT	NA

VIP ROOM

Description	Capital Asset
(14) - RECTANGLE TABLES	NA
(3) – ROUND TABLES	NA
(2) – ROUND PUB TABLES	NA
(7) – ROLLING CHAIRS	NA
(11) – BLUE CHAIRS	NA
(7) – PLASTIC FOLDING CHAIRS	NA
(4) – METAL FOLDING CHAIRS	NA
WOODEN DESK WITH HUTCH	NA
WOODEN BOOKSHELF	NA
CORK BOARD	NA
YAMAHA STEREO RECEIVER WITH SURROUND SOUND SPEAKERS	
ORBI WIFI BOOSTER	NA
MICROWAVE OVEN	NA
COFFEE STATION (Coffee maker, coffee pot, cart)	NA
PROJECTOR	NA
PROJECTOR SCREEN	NA

MISCELLANEOUS

Description	Capital Asset
DIAL-IN BOARD	NA
4-PIECE PA SYSTEM	NA
ANNOUNCERS SCREEN, Dell	24982
COMPUTER OPERATED KEYBOARD AND MONITOR, Dell	
MONITOR AND KEYBOARD, Dell	NA
CASH REGISTER, ELECTRIC, ER-380M	30910
CONTROL CONSOLE, Daktronics, All-Sport 5000 Series	NA
(2) – ELECTRONIC SCOREBOARDS (Dragstrip)	NA

EXHIBIT "C"

REQUEST FOR PROPOSAL FOR PROJECT NO. 20-058

See materials attached hereto.

city of PUEBLO colorado

REQUEST FOR PROPOSAL

Bid: 20-058 Pueblo Motorsports Park – Operation, Management, and Promotion of the Facility

Available: October 7, 2020

Pre-proposal Meeting: October 19, 2020 at 1:00 PM
Meet at Entrance Gate off Pueblo Blvd.
Pueblo Motorsports Park
3733 N. Pueblo Blvd., Pueblo, CO 81008

Submittal Deadline: October 28, 2020 at 2:00:00 PM

REQUIRED SUBMITTALS

- Submittal Cover Sheet and Signature Page (Pages 2-3)
- Submittal (Follow Format in Section 1)
  - Table of Contents
  - Submittal Summary
  - Certificate of Good Standing
  - Disclosures
  - Statement of Qualifications
  - Project Approach/Business Plan
  - Payment/Compensation Plan
- Completed Specification Exceptions Form (Appendix A)

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Appendix E	Equipment List	Attached after page 32

SUBMITTAL COVER SHEET & SIGNATURE PAGE

Bid No. & Name:	**20-058 Pueblo Motorsports Park –** **Operation, Management and Promotion of the Facility** (Must be shown on outside of submittal package and on any correspondence)
Pre-proposal Meeting:	**October 19, 2020 at 1:00 PM** Meet at Entrance Gate off Pueblo Blvd. Pueblo Motorsports Park, 3733 N. Pueblo Blvd., Pueblo, CO 81008
Submit Questions to:	Purchasing@pueblo.us Questions can be submitted up to the end of business on October 21, 2020. **Any questions received after that time will not be addressed.**
Submit Sealed Submittals to:	City of Pueblo Purchasing Department 230 S. Mechanic Street Pueblo, CO 81003
RFP Submission Deadline:	**October 27, 2020 at 2:00:00 PM (MT)** Late submittals will **not** be accepted; Proposers are responsible for timely receipt Purchasing Department hours are 7:00 AM to 4:00 PM
Submit Electronic Proposals to:	Due to the concerns regarding COVID-19, we will be utilizing a special email address for the submission of all proposals for this RFP. All proposals shall be received electronically at OnlineBids@pueblo.us. Please make sure to show "PROPOSAL 20-058 – Your Company Name" in the Subject line of the email. Submittals will be opened no sooner than October 27, 2020 at 2:00:00 PM.
Purchasing Contact:	Teresa May Burns, CPPB Purchasing/Contract Administrator

Purpose of Solicitation

The City of Pueblo (City) is soliciting proposals from qualified interested parties to operate, manage, and promote drag and road racing events at the City's Pueblo Motorsports Park (PMP) located within the Honor Farm Park and Open Space. The existing PMP facility is improved with a road course, drag strip, tower, concessions stand, bleachers, office, restrooms, fence surrounding the entire facility, and associated buildings and equipment.

The City reserves the right to reject any and all proposals for any or all items covered in the Request for Proposal, to waive informalities or defects in proposals or to accept any submittal as it shall deem to be in the best interest of the City. The procurement of these services shall be contingent upon appropriation of the necessary funds, and only after final approval and execution of an Agreement.

Disclaimer

The City provides all non-construction solicitations for interested parties to download free of charge via the Rocky Mountain E-Purchasing System (RMEPS) and on the City's website, www.pueblo.us/purchasing. Proposers can also choose to register with RMEPS to get notifications automatically emailed to them for a nominal annual fee. Additionally, interested parties may visit the Purchasing Office during normal working hours and request hardcopies of any current solicitation at the same cost allowed for CORA requests. **If the Proposer cannot verify that the RFP documents were obtained from either of these two websites or our office, we cannot guarantee the validity of the document and their Submittal may be rejected.**

The undersigned, having carefully read and considered the Request for Proposal (RFP) for the above referenced project, does hereby offer to provide such goods and services on behalf of the City in the manner described and subject to the terms and conditions set forth in the attached RFP.

Proposer acknowledges that the company is qualified to provide these types of goods and services. At any time during the selection and award process, the City may request information substantiating the indicated requirements. Failure to provide this information may result in a Submittal being declared non-responsive.

Proposer acknowledges and accepts that all components of and responses to this RFP will be included and become a part of the award documents by reference.

By signing below, Proposer certifies that he/she is an officer or duly authorized agent of the Proposer's company with full power and authority to submit binding offers for the goods or services as specified.

MANDATORY – RETURN BOTH PAGES WITH YOUR RESPONSE. UNSIGNED SUBMITTALS WILL BE CONSIDERED NON-RESPONSIVE AND REJECTED.

Please confirm how your document was obtained:

____Rocky Mountain E-Purchasing ____City Purchasing Website ____Email from Purchasing Department
____Other (please explain)_____

Please complete all information below:

Authorized Signature	Signer's Printed Name/ Title
Signer's Phone	Signer's Email
Secondary Company Contact	Secondary Contact's Printed Name/Title
Secondary Contact's Phone	Secondary Contact's Email
Company Name	Company Website
Company Street Address	Company City, State, Zip

SECTION 1. SUBMITTAL FORMAT AND REQUIRED RESPONSES

The information set forth in the paragraphs below must be included with all proposals. **Faxed submittals will not be accepted.**

Responses shall be considered technical offers of proposal and shall be incorporated in Agreement as deemed appropriate by the City. Please attach your responses to these items to the Submittal Cover Sheet and Signature Page. Failure of Proposers to respond to any of the following technical submittal requirements may be grounds for considering a proposal non-responsive.

1.1 Submittal Cover Sheet

The Submittal Cover Sheet and Signature Page (pages 2-3) must be completed and returned with the proposal. Failure to return the signed Cover Sheet is grounds for the City to reject a proposal.

1.2 Table of Contents

The Table of Contents must indicate what documents are included in your proposal by section and page number. A proposal's table of contents should mirror this section of the Request for Proposal and must include all the items set forth in this section of the RFP.

1.3 Certificate of Good Standing

Proposer must attach a Certificate of Good Standing from the state wherein Proposer was organized. For Colorado the certificate can be downloaded at: https://www.sos.state.co.us/biz/BusinessEntityCriteria.do.

1.4 Submittal Summary

A letter providing the following information must be submitted with the proposal. The letter must include:

- The names of the persons who are authorized to make representations on behalf of the Proposer (include their titles, addresses, fax number, e-mail addresses and telephone numbers).
- A statement that the individual who signs the transmittal letter is authorized to contractually bind the Proposer to contract with the City of Pueblo.

1.5 Disclosures

If applicable, disclose any professional or personal financial interest, which could be a possible conflict of interest in providing products and services to the City. If not applicable, please make a brief statement indicating that.

1.6 Statement of Qualification

- Include the Proposer's name, address, phone number, and contact person. Basic information shall include the year the business was formed and what city it is located in.
- Identify all partners that will be involved in managing, operating, and promoting the facility, including their roles and responsibilities in the proposed operations. Provide each partner's history and experience. Include an organizational chart.
- The Proposer's racing management qualifications, experience, and number of year's operating (managing) similar facilities. Provide documentation that those facilities were operated at a profitable level.
- Proposer shall submit detailed, verifiable information which demonstrates that they have the necessary financial resources to operate, manage, and promote the racing facility.
- Provide a minimum of three (3) names and contact information, including addresses, phone numbers, and email addresses of specific individuals who we may contact for references.

1.7 Project Approach (Business Plan)

- Provide a narrative description of the proposed operation, management, and promotion of the racing facility at Pueblo Motorsports Park during the term of the Agreement and in accordance with this RFP including an annual proposed program/schedule for operation of different racing types and events.

- Provide a written maintenance plan that includes annual maintenance of the drag racing strip and road course as well as a plan to repair or replace facilities damaged due to usage by Proposer, or park amenities such as the scoreboard, timing equipment/computers, drag racing tree, sound system, bleachers, safety nets, and any equipment or furniture loaned to the Proposer by City. Refer to Sample Agreement for additional details.
- List an inventory of all equipment the Proposer will provide to operate and maintain the PMP facilities, infrastructure, drag strip, and racecourse in addition to the City owned equipment.
- Outline a schedule of proposed races indicating the required minimum number of races as outlined in Section 2.2.1 including any new or proposed events. Demonstrate how the different racing venues will co-exist within this facility.
- Identify if there is any potential of developing a scholarship program.
- Describe all types of proposed services including food sales, merchandise, fuel, parts, etc.
- Include a proposed fee schedule for racers, spectators, and any other service that will be offered.
- Describe marketing and promotion programs; also include information regarding sponsorships.
- The standard term of the Agreement is five (5) years; however, the City may be willing to consider alternate timeframes. Provide details regarding any alternate agreement timeframe/term options.
- The Proposer shall identify if the business plan varies from any of the responsibilities identified in Section 2.
- Include a statement indicating that all insurance requirements can be met.
- Provide a breakdown of the proposed budget (revenue, sources, amounts, personnel, and operating expenses).
- Project Approach (Business Plan) must identify all areas of operation of the racing facility, including all items identified in Section 2.

1.8 Payment/Compensation Plan

Proposal shall include a fee (whether it be a daily, monthly, or bi-annual fee) to be paid by the Contractor (awarded Proposer) as compensation to the City of Pueblo for the use of the racing facility. Proposed site improvements may be used as means of payment. If this is the Proposer's intention a detailed list of proposed improvements and cost estimates from a licensed contractor must be included. The proposed improvements shall be ordered by priority including dates of proposed improvement completion.

Additionally, Proposer shall include in the proposal means and methods of implementation of a user track improvement fee (i.e., amount per racer).

SECTION 2. OBJECTIVE, SCOPE OF SERVICE, AND MANDATORY REQUIREMENTS

2.1 Objective

The City of Pueblo is soliciting qualifications and proposals from interested parties to operate, manage, and promote drag and road racing events at the City's Pueblo Motorsports Park (PMP) located within the Honor Farm Park and Open Space property. The existing 233-acre PMP facility is improved with a 2.2 mile, 10 turn road course, drag strip, tower, concessions stand, bleachers, office, restrooms, fence surrounding the entire facility, and associated buildings and equipment (see Appendix E).

In 2009, the City of Pueblo established the Honor Farm Enterprise responsible for the operation, management, and improvement of the 2,373-acre Honor Farm Park and Open Space Property. Per Ordinance, the Enterprise is required to be operated and managed without subsidy from the City's General Fund. In 2011 the City provided funds to complete resurfacing the road course and replace the concrete drag strip.

Contractor should include the integration of Drag and Road Racing events within the Racing Facility and with the other motorsports' facilities at the park.

2.2 Scope of Service

2.2.1 Operate, promote, and manage a guaranteed minimum number of racing events within Pueblo Motorsports Park as follows:

- Twelve (12) road racing events
- Twelve (12) consecutive 'Friday Night Drag' events (June, July, August)
- Four (4) drag racing points events
- Partner with and coordinate all quarter midget track events
- Partner with the Southern Colorado Youth Development program

2.2.2 All operation, managing and promotion of the racing facility will be done at Proposer's expense.

2.3 Mandatory Requirements

Within the facility there is a quarter midget racing track and venue. The Proposer will be required to partner and sublease with the Southern Colorado Quarter Midget Association who has historically used the facility for free. The Proposer will be responsible for coordinating the midget racing events with the track events while meeting the needs of both entities.

2.3.1 The schedule and agreements with the groups renting the track must be honored, unless Proposer can agree to alternative dates with road race clubs. When scheduling events at PMP, the Proposer needs to consider the racing schedules of Bandimere, Hi-Plains, and other racing facilities, to lessen the impact of losing potential racers. Proposer should consider continuing NHRA sanctions.

2.3.2 Proposers will be responsible for the following:

- Provide repairs to all facilities and equipment
- Provide a schedule of racing events to the Honor Farm Advisory Committee every month
- Attend all monthly Honor Farm Enterprise Citizens Advisory Board meetings
- Provide all manpower and security necessary to operate each event
- Comply with all NHRA guidelines and policies. This includes, but is not limited to, safety requirements, technical preparations, inspections, etc.
- Pay for all utilities associated with running the racing facility
- Pay for all chemicals needed to prepare track for racing
- Manage or sub-contract all racing fuel to be sold on the property (must follow all regulatory guidelines)
- Provide an on-site certified technical inspector to inspect race vehicles OR ensure entities that rent the drag strip or road course provide a certified technical inspector
- Develop and implement a marketing program to promote racing events
- Solicit partners/sponsors for racing events (including maintaining existing partnerships with non-profit organizations)
- Publish event schedules
- Maintain an autonomous web site that can be linked to the City's web site
- Purchase and maintain approved insurance for all racing events
- Acquire all necessary licenses to operate the race facility and concessions
- Notify City representatives immediately of accidents or incidents that occur

- Purchase, maintain, and provide certified fire extinguishers for all events and pay for costs associated with refilling and recertifying extinguishers
- Provide Material Safety Data Sheets (MSDS) for all chemicals and products stored on site by Proposer and/or Contractor
- Provide ambulance services and fire control measures for all events at facility as necessary OR require any entities that rent the drag strip or road course to provide ambulance services and fire control measures
- Provide towing services for all racing events at facility (if required)
- Provide accounting policies and procedures
- Prepare the drag strip per NHRA standards
- Provide, maintain, and repair timing equipment and computers in race tower
- Provide sound system for announcing events
- Make any necessary changes to concession facility at Proposer's expense (with approval of the Pueblo Department of Public Health & Environment)
- Maintain all City equipment identified in Appendix E which is being loaned to Proposer. Schedule maintenance with City Fleet Services based on Fleet guidelines. Pay for all repairs, maintenance, and damages to equipment loaned to Proposer. If City equipment is repaired or maintained by City Fleet Services, applicable charges may apply and will be charged at an hourly rate plus materials.
- Work with City to utilize warranty on equipment loans for any item that becomes damaged and pay for any equipment repairs not covered by warranty.
- Provide open lapping opportunities with reasonable rates
- Provide and maintain concessions
- Immediately report damages to facility to City. Contractor shall follow the City's Purchasing Policy to obtain three (3) bids from licensed experienced contractors for repair of damages and submit all bids to Parks and Recreation Director for approval. Proposer shall be responsible to oversee all repairs and to ensure any necessary permits, approvals, licenses, insurance, etc. are obtained. Proposer shall be responsible for any damages to facility and shall be responsible for paying a portion of all facility repairs as identified in the Sample Agreement.
- Maintain PMP identity on all branding and signage
- The track will not be used for drifting events, military training, or any other type of special event without the prior approval of the City of Pueblo.

2.3.3 The City will be responsible for the following:

- The City will provide the equipment identified in Appendix E.
- Provide repairs to equipment and facilities as required per the Sample Agreement.
- Provide use of all buildings, trailers, cargo containers, sheds, booths, and garages existing within the fence boundary at PMP to the awarded Proposer.
- Provide other minimal equipment that is currently available. The final list will be determined at the time the final agreement is approved.
- Provide a link to the City website (if applicable)

SECTION 3. EVALUATION, SELECTION OF SUCCESSFUL PROPOSAL, 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 a written Notice of Award 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 what vendor 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 percent 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 below 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 below in relative order of importance:

- Project Approach (Business Plan) 40%
- Statement of Qualifications 30%
- Payment/Compensation Plan 30%

Interviews - Submittals will be reviewed and the committee will select a preliminary list of firms whose submissions appear to satisfy the requirements of this request. Preliminary listed firms 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 attend the interview.

Waiver and Release - By submitting a Proposal, the Proposer authorizes the City to obtain information concerning Proposer's performance on other operations, jobs, and 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 a Proposal, the Proposer and any partners that are included also waives and releases all claims against the City 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 operations of facilities. In order to effectuate the intent of this clause, each Proposer may be required by 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 proposal, with the highest ranking, can be accepted as is without negotiations. In the event the City determines that negotiation of the Proposer's proposal is necessary, the Proposer shall be notified, and the negotiation process will begin. Should the City be unable to negotiate an acceptable service agreement with the highest ranked Proposer then the process described in this paragraph will begin with the second highest ranked Proposal. This process shall continue until a satisfactory service agreement is negotiated or until all negotiations with qualified ranked Proposer's is exhausted. The City shall be the sole judge in determining when negotiations are to be concluded.

SECTION 4. GENERAL REQUIREMENTS AND INFORMATION

4.1 Definitions

"Contractor" shall refer to awarded Proposer
"Contract" shall indicate any binding agreement between Proposer/Contractor

4.2 Proposal Information, Requests for Clarification, and Addenda

All proposal solicitation documents are posted on the City's Purchasing Department website and on Rocky Mountain E-Purchasing System. Any changes or revisions to our published solicitation documents will be through written addendum posted on both of these websites. It is entirely the Proposer's responsibility to check the City Purchasing website (www.pueblo.us/purchasing) for any Addenda that may be available in the event that any emailed notifications of addenda were not received.

It is also the Proposer's responsibility to make email, written or fax inquiries concerning this solicitation to obtain clarification of requirements; however, inquiries made by electronic mail are preferred. All inquiries must be made to the Purchasing Contact listed on the first page of the RFP at least six (6) days prior to the date of submittal openings and must indicate the Bid Number on the subject line. **Questions presented after this time will not be accepted or answered.**

4.3 Allegation of Misunderstanding

Proposers shall inform themselves of the conditions of the project site and the requirements of the project's scope of work before submitting their proposal. No allowances shall be made by reason of any matter or thing concerning which they might not have been fully informed prior to the bidding. No Proposer will be heard after the opening of proposals to assert that there was any misunderstanding as to the nature of the operation expected in this solicitation.

4.4 Omissions

Should the City omit anything from the RFP which is necessary for a clear understanding of the work, or should it appear that various instructions are in conflict, the Proposer submitting the Proposal shall secure clarification from the Project Manager or Purchasing Contact at least seven (7) business days prior to the time of the opening date given above.

4.5 Preparation of Proposal

4.5.1 Submission: It is the responsibility of the Proposer to submit sufficient additional information to allow for a thorough evaluation of the proposal submitted.

4.5.2 References: The City of Pueblo may request a list of at least three references from other companies for which the Proposer has provided same or similar goods and/or services. Contractor's history, personnel, references, quote, and any other information that becomes available to the City may be utilized as determining factors toward award.

The City reserves the right to investigate the references and the past performance of any Proposer with respect to its successful performance of similar services, compliance with specifications and contractual obligations, and its lawful payment of suppliers, subcontractors, and workers. The City may postpone the award or execution of the agreement after the announcement of the apparent successful Proposer in order to complete its investigation. The City reserves the right to reject any proposal or to reject all proposals at any time prior to the City's execution of an Agreement, upon good cause and upon the City's finding that it is in the City's best interest.

4.5.3 Delivery Time/Scheduled Service Time: Delivery time stated in the specifications shall apply. Deviations by the Proposer must be stated on the Exception Form, Appendix A. Time, if stated in number of days, will be consecutive calendar days.

4.5.4 Payment Terms: The City's standard payment terms are Net 30; terms of less than thirty (30) days will not be considered. The discount term shall not begin until the goods and/or services have been delivered and accepted and the correct invoice received in the City's Accounts Payable Office.

4.5.5 Taxes: The City is exempt from Federal, State and Local taxes; however, the successful Proposer is subject to such taxes on materials used in performing this agreement and may not be exempt from such taxes. It is the Proposer's sole responsibility to apply for any State Tax exemptions if applicable to the Agreement. The City is not responsible for providing assistance in obtaining any tax exemption.

4.5.6 Exception to Specifications: Proposers are to state any exceptions taken to this RFP on the Exception Form, Appendix A. If no exceptions are stated, the Proposer is required to furnish the items exactly as specified and to comply with all other requirements of this RFP.

4.5.7 The proposal MUST be signed by the Proposer as an officer of the company legally authorized to bind the company contractually. Signature must appear on the Submittal Cover Sheet and Signature Page of this solicitation, signed in ink, preferably blue. Signature on this referenced form shall serve as acknowledgment that the Proposer is willing to enter into an agreement with the City of Pueblo and be governed by the Terms and Conditions set forth within this solicitation if their proposal is accepted. Proposer acknowledges and accepts that all components of and responses to this RFP will be included in and become a part of the final agreement.

4.5.8 Failure to read the RFP and these instructions will be at the Proposer's own risk. The person signing the proposal must initial all corrections in ink. Corrections and/or modifications received after the specified solicitation closing time will not be accepted.

4.5.9 When approximate quantities or dollar amounts are stated, the City reserves the right to increase or decrease the quantity and/or amount as best fits its needs. No service shall be performed or become due unless a Written Agreement or Purchase Order shall first have been issued by the City's Purchasing Department.

4.5.10 Patent Indemnity: If any item furnished pursuant to any Agreement resulting from this RFP shall be covered by any patent, copyright, or application for patent or copyright, the Proposer shall defend, indemnify and save harmless the City from any and all loss, cost or expense or any and all claims suits, or judgments as a result of the use of such item in violation of rights under such patent, copyright, or application for patent or copyright.

4.5.11 Confidentiality: Each proposal shall be open to public inspection, except to the extent the Proposer designates trade secrets, or other proprietary data to be confidential. Material so designated shall accompany the proposal and each page shall be clearly marked and readily separable from the proposal in order to facilitate public inspection of the non-confidential portion of the proposal. The City shall endeavor to restrict distribution of the material designated as confidential to only those individuals involved in the review and analysis of the proposals. Proposers are cautioned that materials designated confidential may nevertheless be subject to disclosure to any citizen under the Colorado Open Records Act (CORA), 24-72-201 to 24-72-309, C.R.S. All Proposals, including attachments, supplementary materials, addenda, etc. shall become the property of the City and will not be returned to the Contractor. **Proposals that are copyrighted or marked "CONFIDENTIAL" in their entirety will be rejected and not receive consideration for award.**

4.6 Written Agreement

The selected Proposer shall be required to enter into an agreement with the City; in substantially the same form attached hereto as the City's Agreement (see Appendix C - Sample Agreement). The Proposer will be required to comply with all applicable Federal and State standards, orders and regulations. Proposers must identify in their responsive submittal any provisions of the Agreement form that they request be modified, together with the proposed modification language. Signature on the Submittal Cover Sheet & Signature Page shall serve as an acknowledgement that the Proposer is willing to enter into the referenced agreement with the City of Pueblo if their proposal is accepted.

4.7 City of Pueblo Licensing Requirements

Per City of Pueblo Municipal Ordinance Sections 9-1-2 and 14-4-21, any and all businesses that operate within the City are mandated to be licensed. For questions regarding licensing requirements or to obtain a licensing application please contact the Sales Tax Division at (719) 553-2659. Sales Tax Letter is attached as Appendix B.

4.8 Colorado PERA Questionnaire

At time of award, the Proposer shall fill out the questionnaire and submit the completed form to the City as part of the agreement whether PERA applies to them or not. In accordance with the PERA form (available at https://www.pueblo.us/Admin/DocumentCenter/Document/View/19915), and if this applies to the Proposer, the Proposer shall reimburse the City for the full amount of any employee contribution required to be paid by the City of Pueblo to the Public Employees' Retirement Association ("PERA") for salary or other compensation paid to a PERA retiree performing contracted services for the City under this Agreement.

4.9 State-Imposed Mandates Prohibiting Illegal Aliens From Performing Work

By signing the Request for Submittal Cover Sheet and Signature Page, the Proposer acknowledges that they have read Section 21 of the attached Sample Agreement and agrees that they are in compliance with these provisions.

4.10 Insurance and Indemnity

By signing the Request for Submittal Cover Sheet and Signature Page, the Proposer acknowledges that they have read Section 13 of the attached Sample Agreement and agrees that they are in compliance, or will be upon award of Agreement, with these provisions.

4.11 Rejection of Proposal

No Proposal shall be accepted from, or Agreement awarded to, any person, company or corporation that is in arrears to the City, upon debt or agreement/contract or that is a defaulter, as surety or otherwise, upon any obligation to the City, or that may be deemed irresponsible or unreliable by the City. Proposers may be required to submit satisfactory evidence that they have the necessary financial resources and experience to perform and complete the work outlined in this RFP. The City reserves the right to request any additional information as needed to make a sound evaluation decision.

4.12 Proposal Ownership/Confidentiality

All Proposals, including inquiries, correspondence, attachments, supplementary materials, addenda, etc. shall become the property of the City and will not be returned to the Proposer. The Proposer must state specifically what elements of the proposal are to be considered confidential or proprietary and must state the statutory basis for the request under the Public (open) Records Act. (Section 24-72-201 et seq., C.R.S.). Confidential or Proprietary information must be readily identified, marked, and separated from the rest of the proposal. Co-mingling of confidential or proprietary and other information is not acceptable. Neither a proposal, in its entirety, nor proposal price information will be considered confidential and proprietary. Any information that will be included in any resulting Agreement cannot be considered confidential. Ref. Section 24-72-201 et. seq., C.R.S., as amended, Public (open) Records Act.

4.13 Suspension and Debarment

Proposer acknowledges that as of the solicitation submittal date, neither the Contractor, nor its subcontractor(s), is (a) debarred, suspended, or subject to any proceeding for debarment or suspension with a final determination still pending; declared ineligible or voluntarily excluded (as such terms are defined in any of the Debarment Regulations) from participating in procurement or non-procurement transactions with any Federal, State, or City government department or agency pursuant to any of the Debarment Regulations, or (b) indicted, convicted or had a Judgment rendered against the Contractor, or its subcontractor(s) for any of the offenses listed in any of the Federal, State, or City's Debarment Regulations and no event has occurred and no condition exists that is likely to result in the debarment or suspension of the Contractor, or its subcontractor(s), from contracting with the City of Pueblo, Federal or State government, or any agency or instrumentality thereof.

4.14 Equal Opportunity

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

(1) 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 Contractor 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)

(2) **Federal requirements govern.** Whenever the provisions and requirements of this Section (or in any of the specifications) conflict in any way or to any degree with the nondiscrimination and equal employment opportunity requirements of the United States and any such contract under consideration is funded in whole or in part by the United States or is otherwise subject to requirements having the force of law of the United States, such requirements of the United States shall govern and control. (Ord. No. 4479, 5-22-78)

4.15 Statement of Noncommitment

All costs related to the preparation of the proposals and any related activities are the sole responsibility of the Proposer. The City assumes no liability for any costs incurred by Proposers throughout the entire selection process or should the project be cancelled. Issuance of this RFP does not commit the City of Pueblo to award an Agreement. The City of Pueblo reserves the right to reject any or all proposals and to re-advertise should the need arise. All proposals will become property of the City.

4.16 Disqualification of Proposal

The City reserves the right to reject a proposal for, including but not limited to, any one or more of the following circumstances:

4.16.1 The Proposer has failed to comply with previous contractual commitments or bids to the City.

4.16.2 In the opinion of the City, the Proposer is not capable of providing the offered goods and/or services as offered/required by the RFP or is otherwise not responsible.

4.16.3 The Proposer has not provided sufficient or detailed information, which allows for the evaluation of the proposal submittal.

4.16.4 In the opinion of the City, the offered prices are higher than the prices for which the specified items or services can be purchased on the open market.

4.16.5 The Proposer failed to properly fill in any space on the Quotation Record form and attached documents where information or a signature is required.

4.16.6 The Proposer failed to submit with their proposal (if required) other material requirements of the RFP or has otherwise submitted a non-responsive proposal.

4.16.7 There are unauthorized additions, conditions, alternate proposals/submittals, or other irregularities of any kind, which might make the proposal submittal incomplete, indefinite or ambiguous in meaning.

4.16.8 The Purchasing Agent determines that a proposal contains any misrepresentations whatsoever.

4.17 Minor or Technical Irregularities

Minor or technical irregularities in a proposal may be waived provided there is no effect on price, quality or quantity; clerical errors in a proposal may be corrected, if permitted by the Purchasing Agent and are in the best interest of the City.

4.18 Proposal Evaluation & Analysis

The City reserves the right to analyze, examine and interpret any proposal for a minimum period of ninety (90) consecutive calendar days after the scheduled opening date. Proposals may not be rescinded during this period except for good cause and with the written approval of the Purchasing Agent. In those situations where the analysis/evaluation exceeds the ninety (90) consecutive calendar days, Proposers may withdraw their proposals from consideration, or may extend their proposal by written approval from the Proposer.

4.19 Contact Persons

Contractor shall designate two people (the primary contact and an alternate) responsible for the project under this contract. The names, addresses, and telephone numbers of such person(s) shall be provided to the City and shall be kept current at all times.

4.20 Invoices and Payments

Invoices will be issued to the Contractor by the City's Finance Department and shall be due and payable within 10 days of receipt of invoice. Late payments may be eligible for late fees, processing fees, collection fees, etc. Any communications regarding invoicing or payment shall directed to the City of Pueblo Parks and Recreation Director or authorized City representative.

4.21 Default/Termination for Cause

4.21.1 If, through any cause, the Contractor fails to fulfill the obligations under any contract resulting from this RFP in a timely and proper manner, or if the Contractor violates any of the covenants, agreements or stipulations of such contract, the City shall notify the Contractor of such violations in writing and allow a reasonable time, set out in the notice, to correct the default. If the default is not corrected within the specified time period the City shall have the right to cancel the agreement/contract and any or all other current contracts, and, if applicable, to purchase the required goods and/or services from another source or sources. The City shall provide written notice to the Contractor specifying the effective date of cancellation. The notice of cancellation may be contained in the notice of default.

4.21.2 If an agreement resulting from this RFP is canceled, the Contractor shall not be relieved of liability for damages caused by its breach of the Agreement. The City reserves the right to recover such damages, including, but not limited to, any excess cost incurred in having to purchase contract goods/services from other sources by a deduction from an unpaid balance due to the Contractor, collection against a performance or labor and materials payment bond (if required), a combination of these remedies, or any other legal method available. In addition, the Contractor may be removed from the Purchasing Department Vendor List or determined to be ineligible to respond to future solicitations, as being not responsible.

4.22 Termination for the Convenience of the City

The City may terminate any Agreement resulting from this RFP, at any time, by providing the Contractor with a thirty (30) day written notice of such termination. In such event, the Contractor shall be paid under the terms of the Agreement for all goods/services provided to and accepted by the City, if ordered or accepted by the City prior to the effective date of termination.

4.23 Termination for Lack of Appropriations

Funding for the Agreement resulting from this RFP must be appropriated by the City Council for the City's current fiscal year. Notwithstanding any other provisions in the Agreement resulting from this RFP, continuation of the Agreement beyond the end of any fiscal year is contingent upon City Council appropriating necessary funds. If sufficient appropriations are not made, the Agreement may be terminated at the end of the City's then current fiscal year upon written notice given by the City to the Contractor. Such termination shall not constitute a default. All payment obligations of the City and all of its interest in the Agreement will cease upon the date of termination. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

SPECIFICATION/AGREEMENT EXCEPTIONS FORM

In the interest of fairness and sound business practice, it is mandatory that you state any exceptions taken by you to our specifications.

It should not be the responsibility of the City to ferret out information concerning the materials, which you intend to furnish.

If your proposal does not meet all of our specifications you must state so on the spaces provided below:

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

Proposals for goods and/or services not meeting specifications may be considered by the City. However, all deviations must be listed above. (Must check one (1) response below.)

I DO NOT meet specifications, as listed on this RFP: exceptions are stated in the spaces provided above. ☐

I DO meet specifications ☐

Signed:_____ Firm Name:_____

Printed Name and Title: _____

APPENDIX B

Charles B. Hernandez
Director of Finance

Valerie A. Palumbo
Tax Audit Manager

city of PUEBLO colorado

Sales Tax Division

One City Hall Place
Pueblo, CO 81003

(719) 553-2659 – Phone
(719) 553-2657- Fax
salestax@pueblo.us

January 14, 2020

Dear Applicant:

Per the City of Pueblo Municipal Ordinance any/all businesses that operate within the City of Pueblo are mandated to be licensed.

Please see the following ordinance(s):

Sec. 14-4-21.- Definitions

When not clearly otherwise indicated by the context. The following words and phrases, as used in this Chapter, shall have the following meanings:

(9) Engaged in business in the City means performing or providing taxable services in the City or selling, leasing, renting, delivering or installing tangible personal property for storage, use or consumption within the City. Such terms includes, but is not limited to, any one of the following activities by a person:

a. Maintaining a building, store, office, salesroom, warehouse or other place of business within the City either directly. Indirectly or through a subsidiary;

b. Sending one (1) or more employees, agents or commissioned salespersons into the City to solicit or to demonstrate, install, assemble, repair, service or assist in the use of its products, or for other business reasons;

c. Maintainlng one (1) or more employees, agents or commissioned salespersons on duty at a location within the taxing jurisdiction;

d. Owning, leasing, renting or otherwise exercising control over real or personal property within the City;

e. Making more than one (1) delivery into the City within any twelve-month period.

Sec. 9-1-2. – Application

(a) Compliance Required. It shall be unlawful for any person, either directly or indirectly, to conduct any business or nonprofit enterprise, or to use in connection therewith any vehicle, premises, machine or device, in whole or in part, for which a license, or permit is required by this Code or any law or ordinance of this City, without a license or permit therefore being first procured and kept in effect at all such times as required by this Code or other law or ordinance of the City.

If you have any questions or would like to obtain the licensing application(s) please contact the Sales Tax Division at 719.553-2659.

Valerie A. Palumbo

Tax Audit Manager

APPENDIX C

SAMPLE AGREEMENT

LEASE AND MANAGEMENT AGREEMENT FOR CERTAIN FACILITIES AT PUEBLO MOTORSPORTS PARK

This Agreement ("Agreement") is made and entered into this _ day of _____, 2021, by and between the City of Pueblo acting by and through its Honor Farm Properties Enterprise (hereinafter referred to as "City"), and _____ (hereafter referred to as "Operator").

RECITALS

WHEREAS, the City owns certain real property known as the Pueblo Motorsports Park, located at 3733 North Pueblo Boulevard, Pueblo, Colorado 81008 (the "Park"); and

WHEREAS, Operator has experience managing and conducting motor sports events and desires to manage, use, maintain, and operate certain facilities at the Park for the purpose of conducting motor sports events; and

WHEREAS, City is willing to enter into this Agreement to permit Operator to manage, use, maintain, and operate certain facilities at the Park for the purpose of conducting motor sports events at the Pueblo Motorsports Park in accordance with and subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and agreements of the Parties hereto, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

TERMS AND CONDITIONS

1. DEFINITIONS. As used herein, the following words and phrases shall have the following meanings:

(a) "City Fleet" means the City's Department of Fleet Maintenance, located at 300 E. "D" Street, Pueblo, CO. "City Fleet Services Supervisor" means the City's Director of Fleet Maintenance or any person that the Director of Fleet Maintenance may authorize to act in his stead.

(b) "Director" means the City's Director of Parks and Recreation or any person that the Director of Parks and Recreation may authorize to act in his stead.

(c) "Equipment" shall mean all equipment, supplies and/or materials listed in Agreement Exhibit B attached hereto.

(d) "Grounds Equipment," "Concessions Equipment," "Office/Mobile Home Equipment" and "Tower Equipment" used individually shall only mean that equipment specifically designated by and listed under those headings in Agreement Exhibit B attached hereto.

(e) "Leased Premises" means and includes all of the facilities, tracks, buildings, and land included within that area of the Park outlined in red on the map and/or aerial photo attached to this Agreement as Agreement Exhibit A. No event shall be conducted outside the leased boundary on the Honor Farm property without prior written approval of the City.

(f) "Physical Facilities: shall mean the buildings, parking lots, tracks, plumbing system, heating system, and electrical system located on the Leased Premises.

(g) "Profit" shall mean adjusted gross income reported on Operator's annual Federal Tax Return.

(h) "Sponsorship Contract" means any contractual arrangement in which a third party business pays for the right to have its product used or sold at the Leased Premises, or to place advertising signs, banners, and other materials at the Leased Premises.

2. EXHIBITS TO AGREEMENT

(a) The following exhibits are attached and incorporated as part of this Agreement:

Agreement Exhibit A: Area Map with marked perimeter designated the Leased Premises, Honor Farm Map, Race Facility Maps I & II
Agreement Exhibit B: List of Equipment
Agreement Exhibit C: Request for Proposal for Bid 20-058
Agreement Exhibit D: Certificates of Insurance
Agreement Exhibit E: PERA Questionnaire

(b) In the event of any conflict between the terms of this Agreement and any Exhibit made a part of this Agreement, the Terms and Conditions of this Agreement shall take precedence and control over all Exhibits.

3. GRANT OF EXCLUSIVE RIGHT TO OCCUPY AND OPERATE LEASED PREMISES

(a) City grants to Operator the exclusive right to occupy, use, manage, maintain, and operate the Leased Premises in order to conduct motor sports events, subject to:

(1) The City's right to enter the Leased Premises with or without notice to Operator to inspect the premises and to perform major repairs. City will use good faith efforts to notify Manager of its need to enter the Leased Premises.

(2) The City's right to review and approve any and all Sponsorship Contracts as set forth in Section 10 of this Agreement.

(3) The City's right to inspect the Operator's records, including but not limited to sales receipts, inventory lists, equipment logs, third party Release Agreements, purchase orders, payroll, financial records, tax returns, and bank statements, or any subcontractor contracted by Operator to work, manage, or operate all or a portion of the Leased Premises. Any subcontract agreement must include a provision reserving this right to the City. Operator shall, at least quarterly, submit financial reports evidencing profits, ticket sales, and any other financial information the Director requires.

(4) Operator holding, operating, and/or managing a guaranteed minimum number of racing events on the Leased Premises as follows:

- 12 Road Racing events (motorcycle or auto)
- 12 Non-Consecutive Friday Night Drag events (June, July, August)
  4 Drag Racing Points events

(5) Operator shall enter into a rental agreement with Southern Colorado Quarter Midgets Association and Southern Colorado Youth Development for use of the tracks located within the Leased Premises.

4. TERM.

(a) The initial term of this Agreement shall commence on January 1, 2021 and end on December 31, 2025 ("Term") unless sooner terminated pursuant to the terms of this Agreement.

(b) Either party may have the option to extend the term of this Agreement for up to five additional one-year terms by giving the other written notice of its intent to exercise its option within one hundred and twenty (120)

days prior to the expiration of the then current term. Any extension beyond the original term of this Agreement is contingent upon the parties negotiating in good faith any changes to the terms of this Agreement. No extension shall be effective until it is reduced to writing and signed by both parties.

5. RENT.

(a) Base Rent. Operator shall pay to the City without notice, offset or deduction base rent for the Leased Premises as follows, except as provided in paragraphs 5(a)(2) and 14(b) herein:

(1) Yearly Rental Rates:

i.	Year 1 (January 1, 2021 – December 31, 2021)	$_____.00
ii.	Year 2 (January 1, 2022 – December 31, 2022)	$_____.00
iii.	Year 3 (January 1, 2023 – December 31, 2023)	$_____.00
iv.	Year 4 (January 1, 2024 – December 31, 2024)	$_____.00
v.	Year 5 (January 1, 2025 – December 31, 2025)	$_____.00

(2) The rent shall be paid as follows:

i. [To be determined]

(b) Additional Rent. In addition to the base rent, Operator shall pay to the City additional rent for the Leased Premises as follows:

(1) [To be determined]

(c) Base Rent shall be made payable to Honor Farm Enterprise and delivered to the Director at the place designated in this Agreement for Notice to the City. Base Rent shall be paid into the Honor Farm Properties Enterprise. Base Rent shall be due without notice, offset, or deduction in two (2) equal increments each year with the first due on or before June 30 of each year and the second due on or before September 30 of each year, except as provided in paragraphs 5(a)(2) and 14(b) herein.

(d) Additional Rent, if any, shall be due and payable by May 30th of the year following the year for which the additional rent is due (i.e. for Year 1 – *May 30, 2022*). Any and all Additional Rent shall be made payable to the Honor Farm Enterprise and delivered to the Director at the place designated in this Agreement for Notice to the City. The City shall use seventy-five percent (75%) of all Additional Rent paid by Operator to maintain, repair, and/or upgrade the Leased Premises. The City shall consider recommendations from Operator with regard to the maintenance, repairs, and/or upgrades desired on the Leased Premises or access thereto; however, the City shall make all final decisions regarding the expenditure of the Additional Percentage within its sole and absolute discretion. Unexpended Additional Percentage shall be carried over from one year to the next on an ongoing basis.

(e) Operator shall pay to City a late fee in the amount of five percent (5%) of the Base Rent for any rent payment paid more than thirty (30) days after it is due. All rent, fees, and other sums due under this Agreement shall bear interest at the rate of eight percent (8%) per annum from the date the sum first becomes due, compounded monthly.

6. FEES.

(a) Spectator Fees. Operator will remit to the City one dollar ($1.00) per spectator or other attendee for all events directly hosted or administered by Operator. Spectator Fees are in addition to and not part of the Rent. Spectator Fees shall be made payable to the Honor Farm Enterprise and delivered to the Director at the place designated in this Agreement for Notice to the City. Spectator Fees shall be due without notice, offset, or deduction on the first day of each month following an event, where Spectator Fees collected for all events held the previous month are due.

(b) Track Improvement Fees. Operator will remit to the City five dollars ($5.00) per vehicle that uses a track for any event or rental. Track Improvement Fees are in addition to and not part of the Rent. Track Improvement Fees shall be made payable to the Honor Farm Enterprise and delivered to the Director at the place designated in this Agreement for Notice to the City. Track Improvement Fees shall be due without notice, offset, or deduction on the first day of each month, where all Track Improvement Fees collected in the previous month are due. Track Improvement Fees shall be set aside in a separate revenue fund account designated solely for track and road course overlay and repair.

7. UTILITIES. Operator shall pay, before delinquent, all charges for utilities, including but not limited to electric, gas, sewage, water, phone, trash, cable, and internet.

8. SECURITY DEPOSIT.

(a) Operator shall pay to City and City shall retain a deposit in the sum of Five Thousand Dollars ($5,000) to ensure performance of Operator's obligations under this Agreement. Operator shall pay one half of the Security Deposit ($2,500) upon execution of this Agreement. Operator shall pay the balance of the Security Deposit ($2,500) no later than seven (7) business days after Operator holds its first revenue generating event. In the event that Operator fails, neglects or refuses to pay any rent, fee, or other sum due under this Agreement, or fails to perform any obligation under this Agreement, then City may, in its sole and absolute discretion, draw from this Security Deposit to remedy Operator's default. Nothing contained in this Agreement shall require City to remedy Operator's default in this manner, and City may instead, in its sole and absolute discretion, refuse to remedy Operator's default by drawing on the Security Deposit, and instead pursue the remedies for default provided in this Agreement or by law.

(b) In the event that City draws from this Security Deposit to remedy Operator's default, City shall notify Operator in writing and require Operator to replenish the deposit to its original level. Failure of Operator to comply with this Section shall constitute a material breach of this Agreement.

(c) Within sixty (60) days after the Term of this Agreement, including any extension thereof, expires or terminate, City shall refund to Operator the Security Deposit, less any portion of the Security Deposit that City has applied to remedy any of Operator's defaults under this Agreement, including but not limited to unpaid rent, other sums due under this Agreement, and any damages or cleaning that may be required, whether discovered during the Term of this Agreement or afterward.

9. CITY TO PROVIDE CERTAIN CAPITAL IMPROVEMENTS AND EQUIPMENT.

(a) City has paid for certain capital improvements to the Leased Premises and purchased the Equipment presently located on the Leased Premises as set forth in Exhibit B attached hereto, for Operator's use on the Leased Premises. All such improvements and Equipment shall remain Property of the City and shall be returned to the City at the termination of this Agreement. All Equipment shall be tagged with City identification within one (1) month of signing of this document.

(b) Operator shall not remove any Equipment from the Leased Premises without the express written consent of the City. Operator shall operate and maintain, at its own expense, all Equipment, except as provided in paragraphs 11(k) and 11(l). ALL EQUIPMENT PROVIDED TO PPERATOR AS SET FORTH IN AGREEMENT EXHIBIT B IS ON AN "AS IS" "WITH ALL FAULTS" BASIS, AND CITY MAKES NO REPRESENTATIJON OR WARRANTY AS TO THE CONDITION OR FITNESS OF THE EQUIPMENT FOR ANY PARTICULAR USE OR PURPOSE. Operator is hereby advised that Operator shall be solely responsible for personally inspecting the Equipment before execution of this Agreement and any use of the Equipment. Operator's execution of this Agreement and use of the Equipment shall constitute an expressed acknowledgement by Operator that the Equipment is safe and adequate for Operator's intended and permitted use. Operator shall have exclusive control of the Equipment during the pendency of this Agreement, subject to the City's right of inspection, and shall be responsible for all equipment and for adequate safeguard for the protection of Operator, its employees, agents, independent contractors, subcontractors, representatives, and persons engaged in any activity on the Leased Premises. Notwithstanding any provision in this Agreement to the contrary or which may be construed to the contrary, City assumes no obligation or responsibility to replace the Equipment, or to keep or maintain the Equipment in good and safe condition, appearance, or state of repair, regardless of cause of need for maintenance, repair, and/or replacement. City is not subject to the

Occupational Safety and Health Administration ("OSHA") and shall not be liable for any fine or fee levied against Operator thereby.

10. SPONSORSHIP CONTRACTS AND WEBSITE.

(a) **Sponsorship Contracts.** Operator may enter into sponsorship contracts for less than Twenty Thousand Dollars ($20,000) without the prior written consent of the City; however, the City reserves the right to require Operator to discontinue any sponsorship contracts and/or advertising that the City believes, in its sole and absolute discretion, is not in the City's best interests. Any sponsorship contract over Twenty Thousand Dollars ($20,000) or involving the naming of the whole or any portion of the Leased Premised must be approved by the City in writing, which approval may be withheld at the sole and absolute discretion of the City.

(b) **Website & Social Media Site.** Operator must work with the City and provide necessary information to the City in order to update the Pueblo Motorsports Park website at all times during the Term of this Agreement and any extension thereof. Operator must always insure a proper link from the Pueblo Motorsports Park website to the City of Pueblo website at all times during the Term of this Agreement. Operator may create and manage a separate social media site to promote the Pueblo Motorsports Park. The City has the right to require Operator to discontinue any advertising on the Pueblo Motorsports Park website or any social media site that the City believes, in its sole and absolute discretion, is not in the City's best interests.

11. MAINTENANCE OF LEASED PREMISES AND EQUIPMENT.

(a) Operator shall operate, staff, manage, clean, repair, keep clean and sanitary, and maintain the Leased Premises and Equipment. Operator shall perform these duties with reasonable care according to the highest standards in the industry.

(b) Operator shall use and maintain the Leased Premises in a clean, safe, and orderly manner, in compliance with all federal, state, and city laws and regulations and all rules and policies promulgated by the Director. Operator shall not allow any drifting events, military training, or ramming exercises on the racetracks within the Leased Premises.

(c) Operator shall develop and follow a maintenance schedule to control the growth of natural vegetation on the Leased Premises. This program shall include a regular schedule for weeds and other vegetation to be sprayed and mowed or otherwise eliminated. Operator shall ensure that all-natural vegetation in the vicinity of the race-track and spectator areas shall not exceed five inches (5") in height or otherwise as approved by Director. City will provide support to Operator as available to assist in the control of natural vegetation on the Leased Premises, which may include supplying information, guidance, or chemicals.

(d) Operator shall not set any portion of the Park on fire or use any incendiary or explosive devices without prior written approval of the Fire Department and Director.

(e) Operator shall repair and restore the Leased Premises and all its tracks and facilities to pre-event condition within a reasonable time after each Operator event. Operator shall report to the Director any major damage to the Leased Premises within one business day after the damage occurs.

(f) Operator shall provide dust control during it use of off-road areas when necessary, to the extent and degree determined by City in its sole and absolute discretion, which shall include the use of Equipment to spray the tracks when using off-road areas.

(g) Operator shall immediately clean up oil spills or any other fluid spills on the Leased Premises, including but not limited to the tracks, pits, and staging areas. Operator will comply with all federal, state, and local laws, rules and regulations pertaining to the cleanup and disposal of oil, chemicals, and other waste.

(h) The City may inspect the Leased Premises at any time to determine if any additional cleaning is necessary, including but not limited to fluid spills, major debris, screws, and glass. If so directed by the City after inspection of the Leased Premises, Operator shall perform all necessary additional cleanup at its sole expense.

(i) Operator shall be responsible, at its sole expense, for all maintenance of the Physical Facilities and Equipment, except as provided in paragraphs (k) through (m) below. Operator shall notify the Director of any damage or theft of Equipment or of the Physical Facilities within twenty-four (24) hours of the occurrence.

(j) Operator shall record all hours of use of each piece of Grounds Equipment in a log, which shall be provided to the City Fleet Services Supervisor the first day of each month. Once per year or as otherwise requested by City, Operator shall provide access to the Leased Premises and Grounds Equipment in order to allow the City to inspect and test the Grounds Equipment. Within ten (10) days after this Agreement is executed by both parties, and by January 15 of each year, the Agreement is in effect thereafter, Operator shall set up a yearly schedule for inspection and testing of the Grounds Equipment with Fleet Services. If requested by City, inspection and testing of the Grounds Equipment will occur at City Fleet. Operator shall be responsible for transporting Grounds Equipment to City Fleet. All inspections and/or testing work must be performed during the City Fleet Department's normal working hours Monday through Friday, from 8:00 a.m. to 5:00 p.m. Operator will only hire and use qualified persons to operate the Grounds Equipment.

(k) Operator shall be responsible for all routine maintenance of the Grounds Equipment. All routine maintenance shall be performed by a certified, licensed technician belonging to Operator's organization and approved by Director in writing. If Operator does not have available such a technician, then all routine maintenance shall be performed by City Fleet. All work must be performed during City Fleet's normal working hours, Monday through Fridays from 8:00 a.m. to 5:00 p.m. at City's Fleet's facility. Operator is responsible for transporting all equipment to City Fleet for maintenance and for all costs and fees incurred as a result. Operator shall be responsible for the cost of all parts necessary for routine maintenance of the Grounds Equipment. Operator shall obtain all parts necessary for routine maintenance from City Fleet. If the City Fleet Services Supervisor notifies Operator that it is unable to obtain the necessary parts, or that parts of like kind and quality may be obtained from an alternate source at a lower cost, then Operator, with the written approval of both the City Fleet Services Supervisor and Director, may obtain parts from such alternate source. For the purposes of this Agreement, "routine maintenance" means all simple, small-scale maintenance normally associated with regular and general upkeep, both preventative and to address normal wear and tear, and specifically includes but is not limited to the replacement or changing of fluids, filters, tires, bulbs, and fuses, but shall not include major repair or replacement of parts or subsystems.

(l) Operator shall pay the first one thousand five hundred dollars ($1,500) per occurrence, to make major repairs and/or replacements to the Grounds Equipment. Thereafter, the City shall pay any and all remaining amounts necessary to repair and/or replace the Grounds Equipment so long as the repair and/or replacement is not necessitated by the negligence of Operator, its employees, agents, subcontractors, guests, and/or invitees; except that the City may, within its sole and absolute discretion, choose not to repair or replace Grounds Equipment if it determines the repair and/or replacement is not necessary to the operation of the Leased Premises. In addition to the requirements in paragraph 11(i), Operator shall notify the City Fleet Services Supervisor when an item of Grounds Equipment is in need of major repair within twenty-four (24) hours of the damage and schedule an appointment with the City Fleet Services Supervisor to bring the item in for repair. All repairs to the Grounds Equipment shall be performed by City Fleet during City Fleet's normal working hours, Monday through Friday, from 8:00 a.m. to 5:00 p.m. at City Fleet's facility, unless otherwise mutually agreed upon by the Parties as provided herein. Operator is responsible for transporting all equipment to City Fleet for repairs and for all costs and fees incurred as a result. All invoices provided to Operator for maintenance, repair, and/or replacement of the Physical Facilities or Grounds Equipment shall be paid within forty-five (45) days of the invoice. City and Operator may negotiate to allow an independent professional to perform repairs of the Grounds Equipment on the Leased Premises. Operator shall provide a detailed written quote describing the nature and extent of the repair, necessary parts, labor time, and any costs and fees for approval by Director and City Fleet Services Supervisor. Director and City Fleet Services Supervisor may request additional information as needed in order to evaluate the request. Operator must obtain the prior approval of Director and City Fleet Services Supervisor prior to any work being performed, which approval may be withheld by City in its sole and absolute discretion. For the purposes of this Agreement, "repair or replacement" means: a repair that necessitates the removal of an integral part; wherein replacement of a part with a new, used, or rebuilt one is necessary; or one in which a substantial amount of time to complete is required; and specifically includes but is not

limited to engine and transmission rebuilding or replacement, timing of the engine or replacement of timing chains, repair or replacement of the drive train, chassis, suspension system, axels, water pump, belts, replacement of glass, or any auto-body work.

(m) Operator shall pay the first five hundred dollars ($500) per occurrence, to repair and/or replace the Concession, Office/Mobile Home, and Tower Equipment. Thereafter, the City shall pay any and all remaining amounts necessary to repair and/or replace the Concession, Office/Mobile Home, and Tower Equipment so long as the repair and/or replacement is not necessitated by the negligence of Operator, its employees, agents, subcontractors, guests, and/or invitees; except that the City may, within its sole and absolute discretion, choose not to repair or replace the Concession, Office/Mobile Home, and Tower Equipment if it determines the repair and/or replacement is not necessary to the operation of the Leased Premises. All invoices provided to Operator for maintenance, repair, and/or replacement of Concession, Office/Mobile Home, and Tower Equipment, or any other Equipment listed in Exhibit B, shall be paid within forty-five (45) days of the invoice.

(n) Operator shall be responsible for maintaining all tracks in substantially the same condition as they existed on the date of this Agreement except for normal and acceptable wear and tear. Operator shall be responsible for winterization and freeze protection of all plumbing on the Leased Premises during winter months. Major HVAC equipment failures due to normal wear and tear will be repaired or replaced by the City at its discretion.

12. CONSERVATION EASEMENT; SPECIAL EVENTS; POLICE DEPARTMENT USE; KEYS; AND PYROTECHNICS.

(a) **Conservation Easement.** Operator understands and agrees that this Agreement and Operator's use of the Leased Premises is subject to the conditions and limitations of the Conservation Easement recorded July 2, 2001 as Reception No. 1390542 in the records of the Pueblo County Clerk and Recorder ("Easement"). Operator acknowledges receipt of a copy of the Easement. City makes no representation or warranty that Operator's intended use of the Park or the provisions of this Agreement are approved uses or allowed under the Easement.

(b) **Special Events.** Operator shall notify Director of its intent to host special events upon the Leased Premises at least forty-five (45) days in advance of the event date. Director shall evaluate each request and shall notify Operator of his approval or disapproval in writing at least thirty (30) days prior to the event date. For purposes of this Agreement, "special events" shall be those that require the relocation, modification, or removal or a structure or improvement on the Leased Premises, or a physical modification to a feature or surface configuration of any land area within the Leased Premises, including but not limited to moving the bleachers or mobile home, or digging mud pits, holes, or other cavities.

(c) **Police Department Use.** Operator shall negotiate in good faith with the Pueblo Police Department to allow the Police Department use of the Leased Premises for training purposes. Operator shall be responsible for any damage that occurs during Pueblo Police Department or other law enforcement use of the Leased Premises unless otherwise provided by written agreement.

(d) **Keys.** Operator must provide access per City request to the Leased Premises, including but not limited to any buildings, facilities, and tracks. In the event that Operator changes any locks to any building, gate, or facilities, Operator must within twenty-four (24) hours provide a copy of all new keys to the Director. Every key should be marked or otherwise identify the purpose and/or location within the Leased Premises to which each key pertains.

(e) **No Pyrotechnic Devices.** Operator shall under no circumstance use pyrotechnic devices, explosives, fireworks, or incendiary devices of any kind anywhere in the Park without prior written approval from the Fire Department and the Director.

13. INSURANCE, INDEMNITY, AND RELEASES.

(a) **Insurance and Proof of Insurance.** Operator shall, within ten (10) days after this Agreement is executed by both parties, and on the anniversary of such execution each year, obtain the following insurance coverages and provide to the City the following Certificates of Insurance showing that Operator has obtained the following

insurance coverages. Operator shall maintain all such insurance coverages at all times during the term of this Agreement:

(1) Workers' Compensation Insurance, including Occupational Disease Provisions, effective during the entire Term of this Agreement and any extension thereof, fully complying with the provisions of the Workers' Compensation Act, as amended, of the State of Colorado. Such insurance shall be obtained notwithstanding that Operator may have no employees as defined under said Act or that Operator 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 Operator performing work at the Leased Premises irrespective of whether such employees may be shareholders, managers, partners, or owners of Operator or exempt employees under the Act. If any class of employees engaged in hazardous work under this Agreement at the Leased Premises in not protected by the Workers' Compensation statute, the Operator shall provide, and similarly shall cause each subcontractor to provide, special insurance for the protection of such employees not otherwise protected. The Workers' Compensation Insurance policy shall contain an endorsement waiving subrogation against the City.

(2) Commercial General Liability Insurance effective during the entire Term of this Agreement and any extension thereof, issued to and covering the liability of Operator with respect to all work and events performed by Operator and its subcontractors under this Agreement, to be written on a Commercial General Liability policy form. This insurance shall be written in amounts not less than $2,000,000 for each occurrence and $4,000,000 aggregate. This policy of insurance shall be endorsed naming the City of Pueblo, its Enterprises, controlled Nonprofit Corporations, their officers, agents, and employees as additional insured. The policy shall also provide coverage for contractual liability assumed by Operator under the provisions of this Agreement, and "Completed Operations and Projects Liability" coverage. The Commercial General Liability Insurance policies shall contain a waiver of subrogation.

(3) Commercial Automobile Liability Insurance effective during the entire Term of this Agreement and any extension thereof, written with limits of liability for injury to one person in any single occurrence of not less than $1,000,000 and for any injury to two or more persons in any single occurrence of not less than $1,000,000. This policy of insurance shall be endorsed naming the City of Pueblo, its Enterprises, controlled Nonprofit Corporations, their officers, agents, and employees as additional insured. This insurance shall include uninsured/underinsured motorist coverage and shall protect Operator from any and all claims arising from the use both on and off the Basic Services site of motor vehicles, including any automobiles, trucks, tractors, backhoes, and similar equipment whether owned, leased, hired, or used by Operator. The Comprehensive Automobile Liability Insurance policies shall contain a waiver of subrogation.

(b) **Notices to City in Policies.** Every insurance policy and certificate of insurance specified in subsection (a) of this Section shall contain a provision and/or special endorsement requiring that the Insurer notify the City in writing, in the manner provided in this Agreement, ten (10) days prior to any formal action being taken in the event that any such policy or coverage will be revoked, terminated, rescinded, or lapse.

(c) **Releases and Claims Waiver.** Operator forever releases and waives any and all claims, known and unknown, presently existing or arising in the future, and any suit or action in law or equity against the City, its Enterprises, controlled Nonprofit Corporations, their officers, agents, independent contractors, and employees ("Released Parties") in any court or tribunal, based on tort, statute, violation of civil rights, or any other legal theory, for any physical injury, psychological injury, death, or property damage or loss that Operator, its officers, agents, independent contractors, or employees may suffer, related to or caused by the Released Parties, or any vehicle, object, thing, or activity in any building or facility owned, leased, operated or controlled by the Released Parties.

(d) **Operator Covenants Not to Sue.** Operator shall not file, pursue or prosecute any suit, action or proceeding, in law or in equity, in any court or tribunal, against the Released Parties, based on tort, statute, violation of civil rights, or any other legal theory, for any physical injury, psychological injury, death, or property damage or loss that Operator, its officers, agents, independent contractors, or employees may suffer related to or caused by the

Released Parties, or any vehicle, object, thing, or activity in any building or facility owned, leased, operated or controlled by the Released Parties.

(e) **Operator Indemnifies**. Operator shall indemnify, defend and hold harmless the Released Parties against any liability for any damages, attorney's fees, and restitution that may be imposed by any court or tribunal in any suit, action or proceeding in law or equity filed by any person or entity based on tort, statute, violation of civil rights, or any other legal theory, for any physical injury, psychological injury, death, or property damage or loss that any such third person may suffer as a result of any cause, including related to or caused by the Released Parties, or any vehicle, object, thing, or activity in any building or facility owned, leased, operated or controlled by the Released Parties.

(f) **Operator Must Obtain Releases from Third Parties.** Prior to entering the Park on any Operator Event day, all Operator employees and agents, and event participants MUST sign a Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement ("Release Agreement"), the language of which must be approved by the Director, in the presence of Operator personnel and all executed Release Agreements shall be maintained and kept on file by Operator for at least three (3) years from the date of the Release Agreements. Originals or copies of the Release Agreements shall be delivered to the City upon its request. Operator's obligation to maintain these records and provide them to the City upon request shall survive termination or expiration of this Agreement. Operator shall bear sole responsibility for full compliance with this Section. Entry into the Park by any Operator employee, agent, or event participant during an event prior to the execution of a Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement by such individual shall constitute a material breach of this Agreement by Operator.

14. IMPROVEMENTS.

(a) **Operator Fuel Storage Facility.** If Operator decides to utilize the above ground fuel storage facility, it shall utilize and maintain the system in compliance with all federal, state, and city ordinances and laws, specifically including all City fire ordinances and regulations. Any other fuel vendor hired by Operator shall also meet with the City Fire Department prior to selling fuel to ensure they are in compliance with all federal, state, and city ordinances and laws.

(b) **Costs of Improvements; Approval Required.** All costs associated with the development, installation, construction, and maintenance of any improvements shall be the sole responsibility of the Operator, unless City and Operator mutually agree to an offset or reduction in rent as provided herein. Operator shall submit to City a written proposal for all proposed improvements that includes the estimated value of the improvements and anticipated cost of development, installation, construction, and maintenance. Operator must obtain the prior written approval of the Director and Mayor for any proposed improvements and a certificate from the Pueblo Regional Building Department approving any proposed improvements. All improvements must be approved in writing by the City prior to installation or construction. Any proposed changes must meet all building permit regulations and be constructed, installed, maintained, and operated in compliance with all local, state, and federal laws and regulations. Operator shall maintain the improvements in good and safe condition, appearance and state of repair, regardless of the cause or need for maintenance and repair. City and Operator may negotiate to offset or reduce the yearly rental rates as provided in paragraph 5(a)(1) by the cost of site improvements installed or constructed by Operator. All offsets or reductions in rent shall be mutually agreed upon by Operator, Director, and Mayor and be reduced to a writing signed by both Parties prior to any work being performed. To receive a reduction or offset, Operator must submit a copy of a final invoice and proof of payment to Director in order to receive credit for any reduction in rent. If an improvement is not performed or completed, or Operator's payment for the same is not completed, rejected, or dishonored for any reason, rent shall be paid according to the provisions in paragraphs 5(a)-(c).

(c) **Improvements Become City Property Upon Termination of Agreement.** All improvements shall become the property of the City at the option of the City upon termination or expiration of this Agreement.

15. MAINTENANCE OF ACCOUNTS AND RECORDS. Operator shall keep and maintain accurate and complete accounts and records of all activities and transactions conducted by Operator on or from the Leased Premises, including without limitation sales receipts, inventory lists, equipment logs, third party Release Agreements, purchase orders, payroll, financial records, tax returns, and bank statements, or any subcontractor contracted by Operator to work, manage, or operate all or a portion of the Leased Premises, in accordance with generally accepted accounting

principles, which accounts and records shall be available for inspection, copy and audit by City during normal business hours. Operator shall retain all such accounts and records for a minimum period of three (3) years after termination or expiration of this Agreement. Operator shall, at least quarterly, submit financial reports evidencing profits, ticket sales, and any other financial information the Director requires.

16. INTELLECTUAL PROPERTY. This Agreement is solely for access to and use of the Leased Premises. Operator shall not photograph, film, or broadcast any Event or any part thereof without first obtaining the prior written consent of the City, except that Operator may post pictures and videos to the Pueblo Motorsports Park website and social media site so long as the same portray the City in a positive light. City reserves the right to remove or require the removal of any information, pictures, or videos from Operator's social media site if it determines, in its sole and absolute discretion, that the same do not positively portray the City or are misleading in any way. In addition, no footage or images obtained from City access granted herein may be reproduced, sold, broadcast, commercially exploited, or distributed without a separate written license agreement from the City authorizing such use.

17. NO REPRESENTATION OR WARRANTY OF CONDITION OR FITNESS. THE LEASED PREMISES IS PROVIDED ON AN "AS IS" "WITH ALL ITS FAULTS" BASIS, AND CITY MAKES NO REPRESENTATION OR WARRANTY AS TO THE CONDITIJON OR FITNESS OF THE LEASED PREMISES FOR OPERATOR'S EVENTS OR FOR ANY PARTICULAR USE OR PURPOSE. Accordingly, Operator is hereby advised that Operator shall be solely responsible for personally inspecting the Leased Premises before execution of this Agreement and commencement of any Event. Operator's execution of this Agreement or commencement of any Event shall constitute an expressed acknowledgement by Operator that the Leased Premises is safe and adequate for Operator's permitted use. Operator shall have exclusive control of the Leased Premises during the pendency of this Agreement, subject to the City's right of access, and shall be responsible for all equipment and for adequate safeguard for the protection of Operator, its employees, agents, independent contractors, subcontractors, and representatives, and persons engaged in any activity on the Leased Premises. Notwithstanding any provision in this Agreement to the contrary or which may be construed to the contrary, City assumes no obligation or responsibility to keep or maintain the Leased Premises or any track or facility thereon in good and safe condition, appearance or state of repair, regardless of cause of need for maintenance and repair.

18. MINORS. No individual under the age of eighteen (18) years, including Junior Dragsters and Quarter Midget racers shall be allowed in any restricted area of the Leased Premises (which shall include the track surface, starting line area, garage areas, staging areas, run-off areas, trackside communications stations, and any other location as defined in generally accepted policies of liability coverage for Motorsports entities), without a (1) Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement, and (2) a Parental Consent to the Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement executed by each minor and the minor's parent or legal guardian. The language of the Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement and Parental Consent to the Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement must be approved by the Director. These documents must be signed in the presence of Operator personnel and are required before said minor's entrance into the restricted areas of the Leased Premises. All executed documents shall be delivered maintained and kept on file by the Operator for three (3) years from the dated of the Release Agreements. Originals and/or copies of the Release Agreements shall be delivered to the City upon request. Operator's obligation to maintain these records and provide them to the City upon request shall survive termination or expiration of this Agreement. Operator shall bear sole responsibility for full compliance with this Section. Entry by any individual to a restricted area prior to the execution of the Agreements listed above in this Section by the proper party shall constitute a material breach of this Agreement by Operator.

19. TERMINATION AND DEFAULT.

(a) **Default and Correction.** If either party is in default hereunder, the non-defaulting party may give written notice describing the default to the defaulting party. If the defaulting party does not correct such default within twenty (20) days after receipt of said notice, or if the default cannot be corrected within said 20-day period and the defaulting party fails to commence action to correct the default with said 20-day period and thereafter diligently pursues corrective action, the non-defaulting party may upon an additional five (5) days' notice given to the defaulting party terminate this Agreement.

(b) **Termination for Breach.** Notwithstanding the foregoing, if Operator commits a breach of any term of this contract, City may terminate this Agreement upon thirty (30) days' prior written notice to Operator specifying breach and the date of termination. Except for accrued rights and liabilities and those covenants which survive termination hereunder, upon such termination each party shall be released from all future duties and obligations hereunder. Material breaches shall include:

(c) **Termination Without Cause.** Notwithstanding the foregoing, either party may terminate this Agreement without cause by providing sixty (60) days prior written notice to the other party. No premature termination of this Agreement shall affect any right of either party accruing prior to such termination, whether such right is conferred by the terms of this Agreement or arises under general principles of law.

20. NOTICE. Any notice required or permitted to be given hereunder shall be in writing and delivered personally or by certified mail, postage prepaid, as follows:

(a) If to City: Director of Parks and Recreation, City of Pueblo, 800 Goodnight Avenue, Pueblo, Colorado 81005; and Mayor, City of Pueblo, #1 City Hall Place, 2nd Floor, Pueblo, Colorado 81003

(b) If to Operator: [Operator's Mailing Address]

21. STATE-IMPOSING MANDATES PROHIBITING ILLEGAL ALIENS FROM PERFORMING WORK.

(a) At or prior to the time for execution of this Agreement, Operator shall submit to the Purchasing Agent of City its certification that it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement and that Operator 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 §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) Operator shall not:

(1) Knowingly employ or contract with an illegal alien to perform work under this Agreement.

(2) Enter into an Agreement with a subcontractor that fails to certify to Operator that the subcontractor shall not knowingly employ or Agreement with an illegal alien to perform work under this Agreement.

(c) The following state-imposed requirements apply to this Agreement:

(1) Operator shall confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement through participation in either the E-Verify Program or Department Program.

(2) Operator is prohibited from using either the E-Verify Program or Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

(3) If Operator obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, Operator shall:

A. Notify the subcontractor and the City's Purchasing Agent within three (3) days that Operator has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

B. Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to subparagraph (c)(III)A. above the subcontractor does not stop

employing or contracting with the illegal alien; except that Operator shall not terminate the Agreement with the subcontractor if, during such three (3) days, the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

(4) Operator is required to comply with any reasonable request by the Colorado Department of Labor and Employment (hereafter 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 Operator shall constitute a breach of Agreement and grounds for termination. In the event of such termination, Operator shall be liable for City's actual and consequential damages.

(e) As used in this Section, the term "subcontractor" shall mean any subcontractor of Operator rendering services within the scope of this Agreement.

22. MISCELLANEOUS.

(a) **Additional Documents.** The Parties agree to execute any additional documents or take any additional action that may be necessary to carry out this Agreement.

(b) **Force Majeure.** Any delays in or failure of performance by any party of its obligations under this Agreement shall be excused if such delays or failure are a result of acts of God, fires not caused by a breach of this Agreement, floods, storms, lightning strikes, labor strikes, labor disputes, accidents, regulation or orders of civil or military authorities, shortages of labor or materials, or other causes, similar or dissimilar, which are beyond the control of such party.

(c) **Binding Effect.** This Agreement shall inure to the benefit of, and be binding upon, the Parties, their respective legal representatives, successors, and assigns; provided, however, that nothing in this paragraph shall be construed to permit the assignment of this Agreement except as otherwise expressly authorized herein.

(d) **Section Captions.** The captions of the paragraphs are set forth only for the convenience and reference of the Parties and are not intended in any way to define, limit, or describe the scope or intent of this Agreement.

(e) **Integrations, Severability, Amendment, and Counterparts.** This Agreement represents the entire agreement between the Parties and supersedes all prior discussions and written agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the Parties. If any provision of this Agreement is held invalid or unenforceable, no other provision shall be affected by such holding, and all the remaining provisions of this Agreement shall continue in full force and effect. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together constitute one and the same Agreement.

(f) **No Third-Party Beneficiaries; No Waiver of Immunities.** 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.

(g) **Waiver of Breach.** A waiver by any party to this Agreement or the breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either party.

(h) **Authority of Signers.** Each person signing this Agreement on behalf of a party represents and warrants that he or she has the requisite power and authority to enter into, execute, and deliver this Agreement on behalf of such party and that this Agreement is valid and legally binding obligation of such party enforceable against it in accordance with its terms.

(i) **Attorney's Fees and Costs of Collections.** In the event that it becomes necessary for the City to bring any action or proceeding to collect unpaid utilities, rent, damages, janitorial fees, costs, or other sums due under

this Agreement, to enforce any provision of this Agreement, to recover damages for Operator's breach of this Agreement, or to seek specific performance of this Agreement, the prevailing party shall be entitled to collect its reasonable attorney fees, costs of suit, and costs of collection as part of the judgement is such action or proceeding.

(j) **No Multi-year Fiscal Obligation on City.** This Agreement is expressly made subject to the limitations of the Colorado Constitution. Nothing herein shall constitute, nor deemed to constitute, the creation of a debt or multi-year fiscal obligation or an obligation of future appropriations by the City Council of Pueblo, contrary to Article X, § 20 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 the City which may arise under this Agreement in any fiscal year after 2021, 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 Agreement, including any sub-agreement, attachment, schedule, or exhibit thereto, by the City.

(k) **Certain Provisions Survive Expiration and Termination.** The provisions of this Agreement pertaining to insurance, releases, indemnification, payments to the City, and liability shall survive the expiration of the term of this Agreement and termination of this Agreement and continue in effect for a period of five (5) years following the termination of this Agreement and for such further time as it may take to completely and finally negotiate, settle, or litigate any claim or suit concerning the same.

(l) **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.

(m) **Assignment.** This Agreement shall not be reassigned by Operator without the prior written consent of the City, which consent may be granted, denied, or conditioned in City's sole and absolute discretion.

IN WITNESS WHEREOF, the Parties hereto have executed and delivered on this _____ day of _____, 20___.

[OPERATOR]

By:_____

Name:_____
Title: _____

CITY OF PUEBLO,
A MUNICIPAL CORPORATION

By:_____

President of City Council

ATTEST:

_____
City Clerk

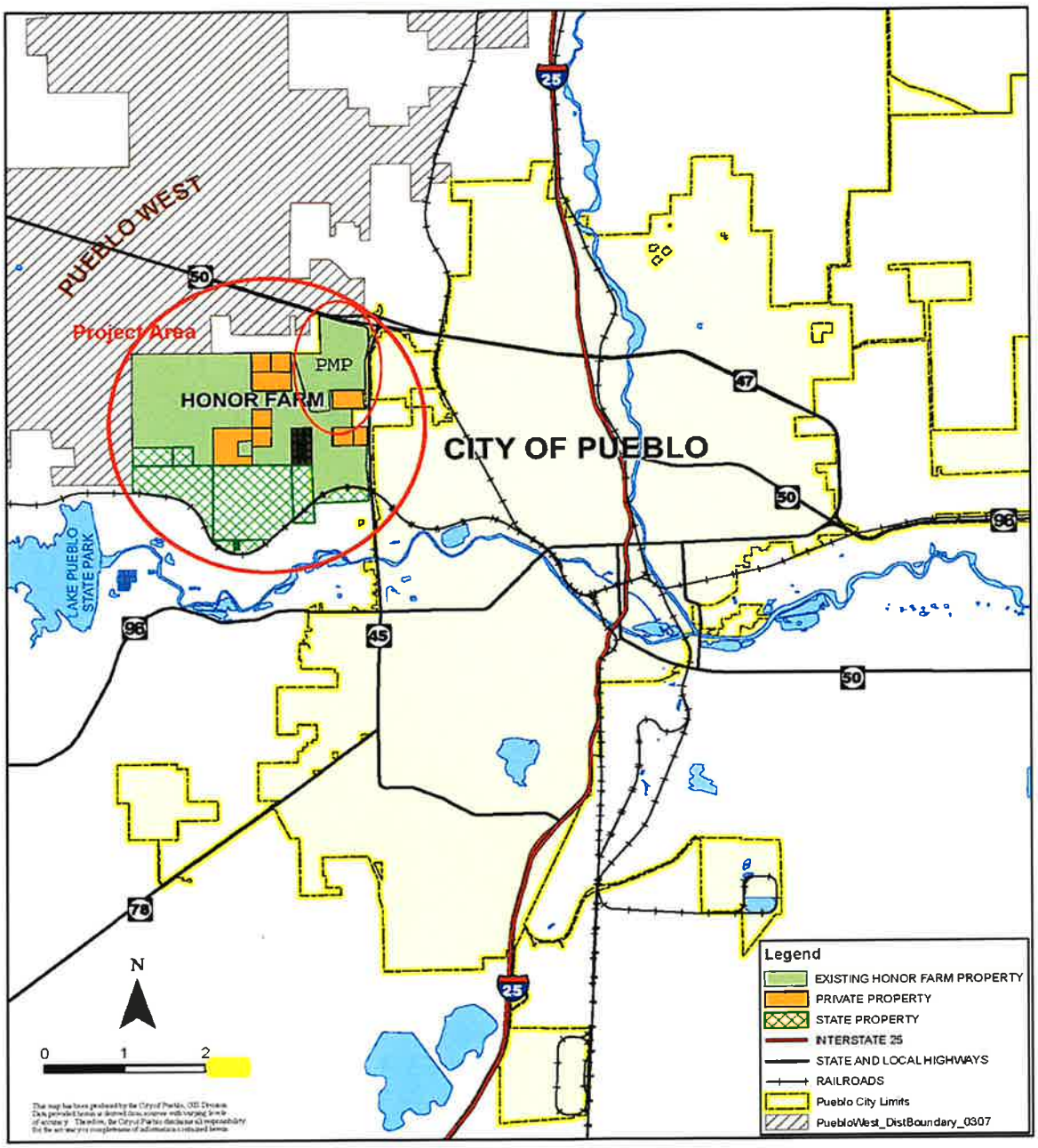
APPROVED AS TO FORM:

_____
City Attorney

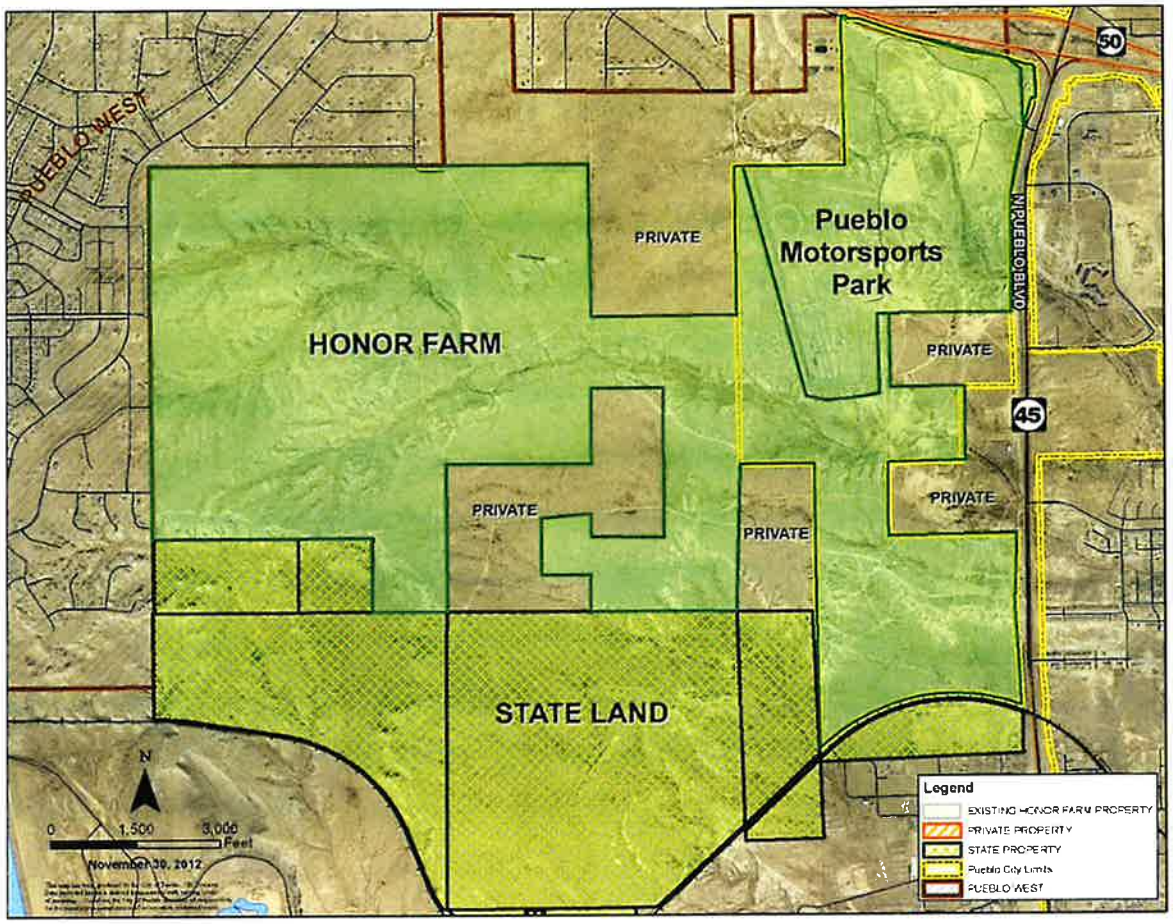
APPENDIX D

AREA MAP

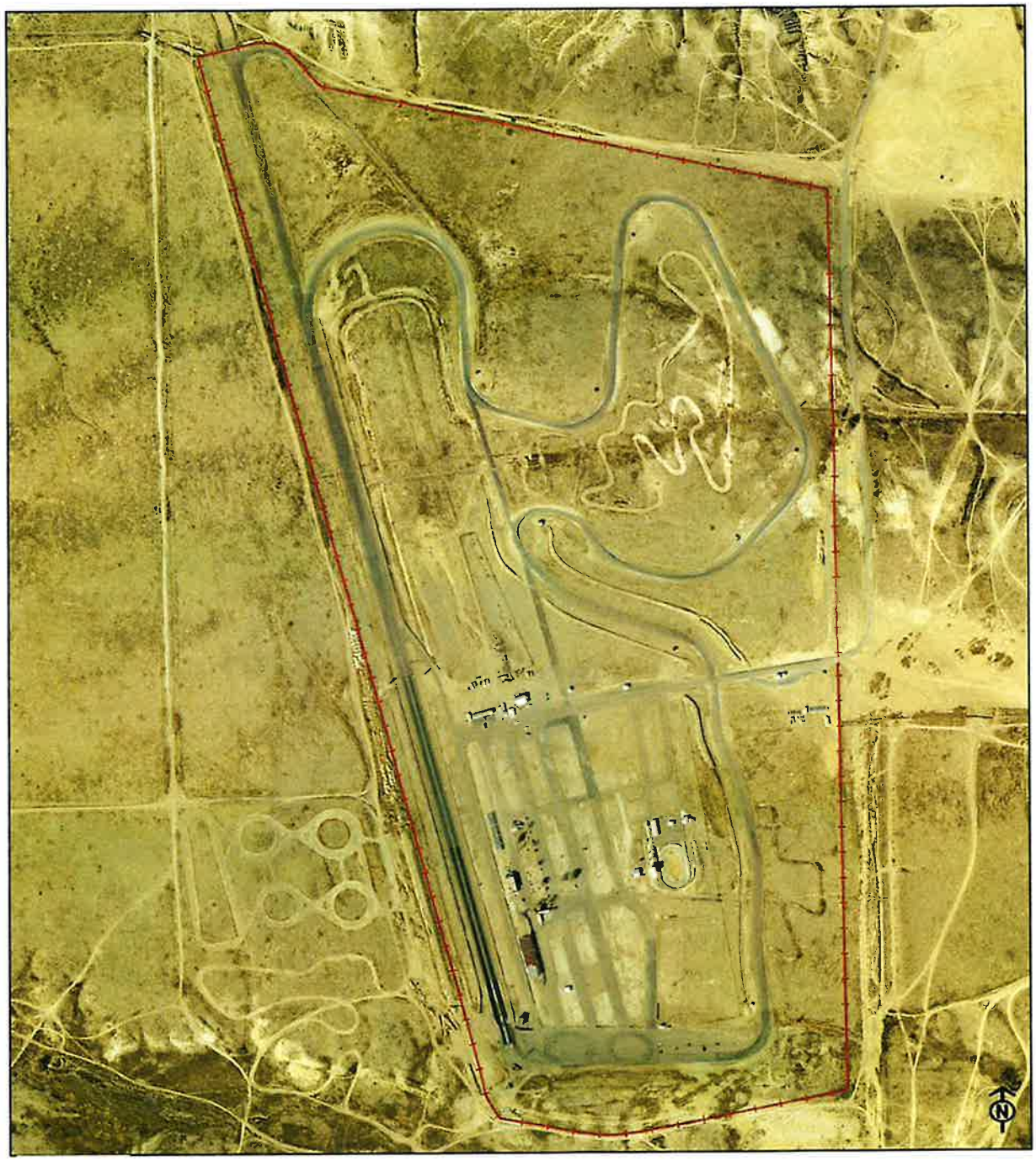
City of Pueblo
Pueblo Motorsports Park Project
AREA MAP



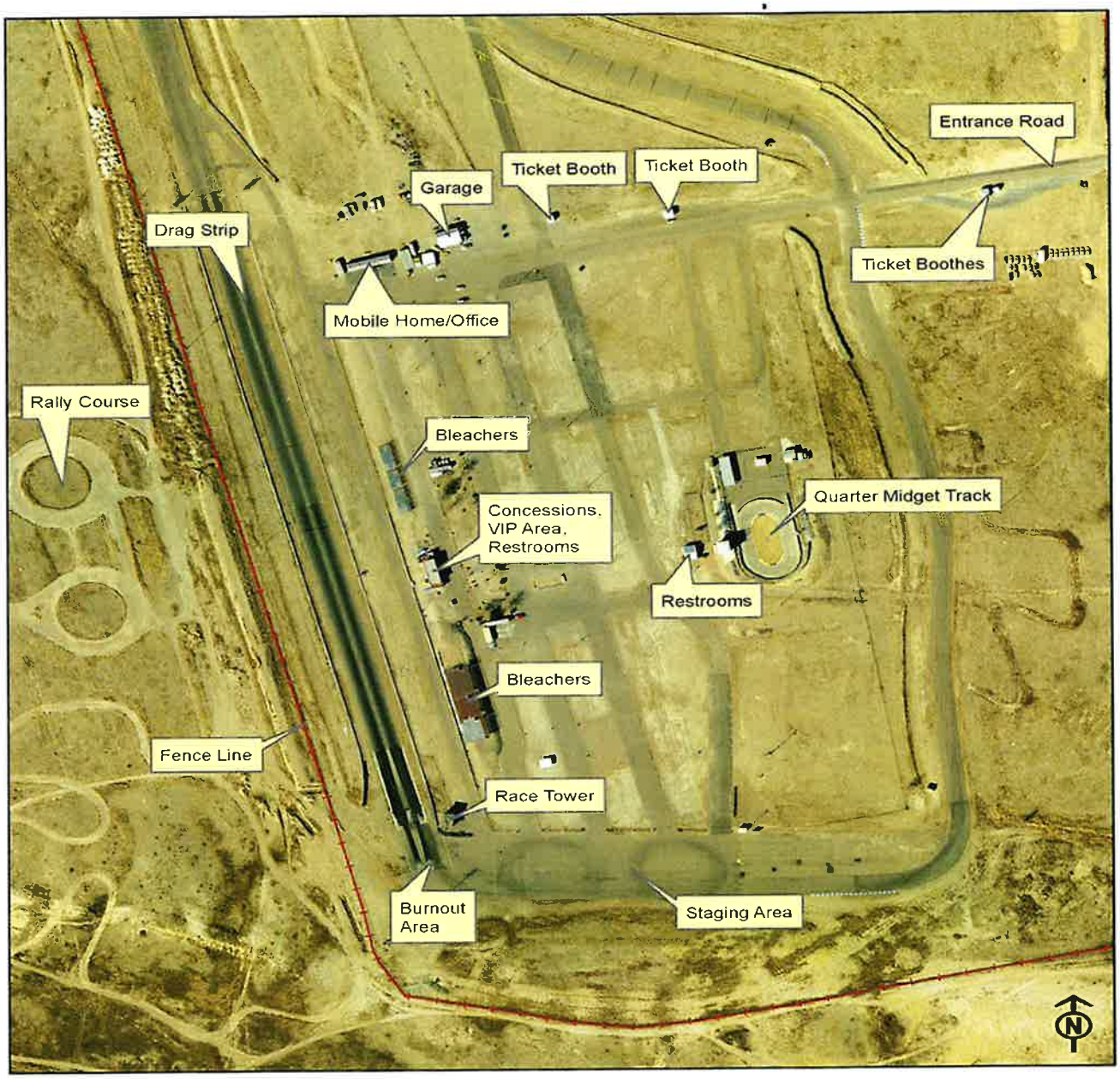
HONOR FARM MAP



RACE FACILITY MAP I



RACE FACILITY MAP II



Vehicle #	Year	Description	Capital Asset
226019	2012	SWEEPER, 2012 LAYMOR Model SM300	17716
226020	2012	TRACTOR, KUBOTA M108S	17723
226021	2012	SWEEPMASTER/RUBBER LAYDOWN ATTACHMENT	25306
226022*	2004	ATV, POLARIS 600, GREEN*	25256
226023*	2007	ATV, POLARIS 330 TRAILBOSS, YELLOW*	25257
226028*	1998	TRUCK, FORD F150 PICKUP, 1 TON, TEAL*	15126
226902*	1999	TRAILER, HANDMADE FLATBED*	17371
221814*	1978	DUMP TRUCK, C60, 2 ½ TON *	NA
221499*	1973	WATER TRUCK, C60, 2 ½ TON*	NA
		2,000 GALLON PLASTIC WATER TANK*	NA
221911*	1979	TRACTOR, FORD 5600*	NA
		JOHN DEERE BRUSH HOG MOWER, 6', MODEL #616*	NA
		(2) - 500 GALLON FUEL TANKS	NA
		FUEL CONEX STORAGE, 40' x 8'	NA
		HURST HYDRAULIC CUTTER/HYDRAULIC UNIT	NA
		WATER SUPRESSION TANK, 70 GALLONS	NA
		HOSE REEL W/50' HOSE	NA
		(12) – FIRE EXTINGUISHERS	NA

CONCESSIONS

Description	Capital Asset
UPRIGHT FREEZER, Frigidaire	31457
GRIDDLE/RANGE, Vulcan	NA
3 BAY SINK	NA
DISPLAY COOLER, True, Model #GDM-23	NA
STAINLESS STEEL PREP TABLE	NA
FREEZER, DEEP, Frigidaire	31458
REFRIGERATOR, 2 DOOR, True	NA
(2) – STORAGE RACKS	NA
WATER HEATER	NA
EXTRA WATER TANK	NA
WALL HAND SINK	NA
REFRIGERATOR, MINI, Delfield	NA
DEEP FRYER, Dean	31466
MICROWAVE OVEN, Panasonic	NA
PRESSURE WATER TANK, BLUE	NA
(3) – METAL RACKS	NA
SINGLE BAY SINK	NA

OFFICE/MOBILE HOME

Description	Capital Asset
CLOTHES WASHER, Lady Kenmore	NA
CLOTHES DRYER, Kenmore	NA
STOVE, ELECTRIC, Whirlpool	NA
FILE CABINET, BLACK	NA
DESK, BLUE	NA

**AS IS – OPERATOR RESPONSIBLE FOR MAINTENANCE AND/OR REPLACEMENT*

TOWER

Description	Capital Asset
REFRIGERATOR, MINI, Kenmore	Serial #11069446
REFRIGERATOR/FREEZER, WHITE, Westinghouse	NA
(9) – FIRE EXTINGUISHERS	NA
FLOOR JACK, LARGE (In Garage)	NA
(2) – TORCHES (In Shed next to Tower)	NA
BLOWER	NA
CHRISTMAS TREE LIGHT	NA

MISCELLANEOUS

Description	Capital Asset
DIAL-IN BOARD	NA
4-PIECE PA SYSTEM	NA
ANNOUNCERS SCREEN, Dell	24982
COMPUTER OPERATED KEYBOARD AND MONITOR, Dell	
MONITOR AND KEYBOARD, Dell	NA
CASH REGISTER, ELECTRIC, ER-380M	30910
CONTROL CONSOLE, Daktronics, All-Sport 5000 Series	NA
(2) – ELECTRONIC SCOREBOARDS (Dragstrip)	NA

EXHIBIT "D"

CERTIFICATE OF INSURANCE

See materials attached hereto.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/3/2025

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
Network Insurance Services, LLC
8301 E Prentice Ave, Ste 410
Greenwood Village CO 80111

CONTACT NAME:
PHONE (A/C, No, Ext): 303-805-5000 FAX (A/C, No): 303-708-0202
E-MAIL ADDRESS: Certificates@thinkNIS.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Pinnacol Assurance of CO	41190
INSURER B : MARKEL AMERICAN INS CO	28932
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED MOTOR31
Motorcycle Roadracing Assn.
PO Box 2237
Arvada CO 80001

COVERAGES **CERTIFICATE NUMBER:** 1057553494 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X COMMERCIAL GENERAL LIABILITY	Y		MKM0000500293502	3/1/2025	3/1/2026	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
	X E&O $100,000						MED EXP (Any one person)	$ Excluded
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$ 1,000,000
	X POLICY PRO-JECT LOC						GENERAL AGGREGATE	$ Unlimited
	OTHER:						PRODUCTS - COMP/OP AGG	$ 5,000,000
							Participant Leg. Lia	$ 1,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	UMBRELLA LIAB X OCCUR			MKX0000500293602	3/1/2025	3/1/2026	EACH OCCURRENCE	$ 4,000,000
	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 4,000,000
	DED RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N	N / A	Y	4103779	12/1/2024	12/1/2025	X PER STATUTE OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	$ 100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 100,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Pueblo Motorsports Park 3733 N Pueblo Blvd Pueblo, CO 81008
A waiver of subrogation applies in favor of the certificate holders.

CERTIFICATE HOLDER

City of Pueblo
acting by and through its Honor Farm
800 Goodnight Ave
Pueblo CO 81005

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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PINNACOL
ASSURANCE

7501 E. Lowry Blvd.
Denver, CO 80230-7006
303.361.4000 / 800.873.7242
Pinnacol.com

NCCI #: WC000313B
Policy #: 4103779

The Motorcycle Roadracing Association
PO Box 4131
Greenwood Village, CO 80155

Network Insurance Services, LLC-
P O Box 910
Castle Rock, CO 80104
(303) 708-9999

ENDORSEMENT: Blanket Waiver of Subrogation

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

SCHEDULE

To any person or organization when agreed to under a written contract or agreement, as defined above and with the insured, which is in effect and executed prior to any loss.

Effective Date:December 1, 2024 Expires on: December 1, 2025
Pinnacol Assurance has issued this endorsement December 2, 2024

EXHIBIT "E"

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___. *(Must sign below whether you answer "yes" or "no".)*

(b) If you answered "yes" to (a) above, please answer the following question: Are you 1) an individual, 2) sole proprietor or partnership, or 3) 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 listed entities (1, 2, or 3) 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)

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.

Failure to accurately complete, sign and return this document to the City of Pueblo may result in your being denied the privilege of doing business with the City of Pueblo.

Dated _____, 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.

Docusign Envelope ID: 684F51FE-9456-46F9-BF07-44B41946281B

City Clerk's Office Item # R5

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: May 12, 2025

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 THE MEMORANDUM OF UNDERSTANDING BETWEEN THE STATE OF COLORADO AND THE PUEBLO FIRE DEPARTMENT ALLOWING THE AUTHORITY HAVING JURISDICTION (AHJ) OVER COLORADO DEPARTMENT OF AGRICULTURE STATE FAIR FACILITIES OPERATION IN PUEBLO CITY LIMITS FOR BUILDING CONSTRUCTION PLAN REVIEW AND RELATED INSPECTIONS, FIRE SAFETY INSPECTIONS, AND FIRE SAFETY AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME

SUMMARY:

This Ordinance approves a MOU between the State of Colorado and the Pueblo Fire Department and the AHJ for the life-safety services provided by AHJ for the best interest of the people served by the Department of Agriculture State Fair facilities that AHJ provide all review, inspections, and oversight for fire and related life-safety issues for these facilities.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The State of Colorado and the Pueblo Fire Department facilities are located in the City of Pueblo which fall under Department of Agriculture's jurisdiction.

FINANCIAL IMPLICATIONS:

The cost of would the compliance with the MOU for building construction review and related inspections, fire safety inspections, and fire safety permits as provided in the MOU.

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BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

Not applicable to this Ordinance

RECOMMENDATION:

Passage of the Ordinance.

ATTACHMENTS:

1. Fire Services MOU with State Fair 2025

Docusign Envelope ID: 684F51FE-9456-46F9-BF07-44B41946281B

ORDINANCE NO. 10946

AN ORDINANCE APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE STATE OF COLORADO AND THE PUEBLO FIRE DEPARTMENT ALLOWING THE AUTHORITY HAVING JURISDICTION (AHJ) OVER COLORADO DEPARTMENT OF AGRICULTURE STATE FAIR FACILITIES OPERATION IN PUEBLO CITY LIMITS FOR BUILDING CONSTRUCTION PLAN REVIEW AND RELATED INSPECTIONS, FIRE SAFETY INSPECTIONS, AND FIRE SAFETY AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME

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

SECTION 1.

The MOU between the State of Colorado and The Pueblo Fire Department, a copy of which is attached and incorporated herein, having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

The Mayor is hereby authorized to execute the Agreement in the name and on behalf of the City of Pueblo, where the Mayor may execute the Agreement by electronic signature and such electronic signature shall be attributable to the Mayor and the City of Pueblo.

SECTION 3.

The officers and staff of the City are directed and authorized to perform any and all acts consistent with the intent of this Ordinance and the attached Agreements to effectuate the transactions described therein.

SECTION 4.

If any section, paragraph, clause, or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Ordinance 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 April 28, 2025.

Final adoption of Ordinance by City Council on May 12, 2025.

DocuSigned by:
Mark Aliff
B7A4F51823AB462...
President of City Council

Docusign Envelope ID: 684F51FE-9456-46F9-BF07-44B41946281B

Action by the Mayor:

☐ Approved on 5/13/2025 | 12:14 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:
Vince Petkosek
330F90D300E24F8...
Deputy City Clerk

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING ("**MOU**") is entered into this ____ day of _____, 2025, by and between the State of Colorado (the "**State**") for the use and benefit of the Colorado Department of Agriculture State Fair (the "**Department**") and the City of Pueblo, a Colorado Municipal Corporation ("**City**").

WHEREAS, pursuant to law, including but not limited to Sections 24-30-1301, *et seq*., C.R.S., the State has authority over the facilities and buildings of the Department with respect to construction of improvements and determination of applicable building and fire codes for said facilities and buildings; and

WHEREAS, pursuant to law, including but not limited to Sections 24-33.5-1201, *et seq*., C.R.S., the State has ultimate responsibility for fire prevention, fire protection, fire investigation and emergency medical services with respect to said facilities and buildings; and

WHEREAS, at substantial cost to its taxpayers, the City has established a paid Fire Department to provide certain fire prevention, fire protection, fire investigation and emergency medical services for its residents; and

WHEREAS, although the City has no duty under law to provide fire prevention, fire protection, fire investigation and emergency medical services with respect to the facilities and buildings of the Department, it is willing to coordinate with the Department with respect to such activities, in accordance with the terms and limitations set forth in this MOU; and

WHEREAS, the parties are empowered by Section 29-1-203, C.R.S., to enter into this MOU for the purpose of setting forth the manner in which the parties intend to cooperate.

NOW, THEREFORE, in consideration of the foregoing recitals and the provisions, terms and conditions set forth hereinbelow, the parties enter into this MOU concerning the coordination of fire inspection, fire protection and emergency medical services with respect to the facilities and buildings of the Department.

1.0 Fire Inspection Services.

1.1 The City will provide the following fire inspection services when requested by the Department, subject to all conditions and limitations set forth in this MOU:

(a) Plan review of construction documents for new/modified fire safety systems;

(b) Review of fire alarm, smoke and fire suppression system shop drawings;

(c) Review of project fire safety systems during design and construction with Department design and construction staff, contractors and consultants;

(d) Fire safety inspections during construction, including review of related building components such as egress and occupancy, as well as fire alarm systems, and fire suppression systems, fire hydrant and panel locations and other systems or components related to fire safety;

(e) Assist the Department in the compilation of any records required to facilitate response to fire alanns and emergencies including building drawings; and

(f) Annual fire safety inspections. ("**Fire Inspection Services**").

1.2 The Department shall reimburse the City for all Fire Inspection Services. Payments shall be made in advance at the applicable hourly or unit price currently charged for commercial buildings and developments.

1.3 Fire Inspection Services shall be provided subject to available staffing and resources. The failure to provide or timely provide Fire Inspection Services shall not constitute a breach of this MOU or otherwise subject the City to liability.

1.4 To the extent the City identifies areas of noncompliance with the City's Fire Code and makes recommendations for corrective action, the Department recognizes that failure to implement recommended corrective actions may impair fire protection and be grounds for the City to decline assisting the Department in fire protection and other emergency service activities as set forth in below Section 2. Additionally, the Department acknowledges that the City's inspection reports and/or recommendations for corrective actions are public records open to inspection.

2.0 Requests for Fire Protection and Other Emergency Services.

2.1 The Department may request fire protection and other emergency services from the City with respect to facilities and buildings of the Department. The City's provision of fire protection and other emergency services pursuant to such a request by the Department shall be subject to all conditions and limitations set forth in this MOU, including but not limited to the following:

(a) The request should be directed to the City's dispatch center and identify with specificity the fire emergency or incident for which assistance is requested. If at all possible, the Department shall have personnel at the location of any fire or related emergency before requesting assistance.

(b) City will dispatch equipment and personnel only when it is consistent with the continued safety of persons and property elsewhere within the City. The determination of what personnel and equipment will be dispatched shall be within the absolute discretion of the City. At all times, the City's Fire Department command staff shall direct the operations of City fire personnel and equipment, who shall not be under the command of Department personnel.

(c) Whenever the City provides fire suppression assistance upon buildings or facilities which may present a security concern, Department shall provide and maintain adequate security at the incident location.

(d) The City will withdraw its personnel and equipment when the City determines they are no longer needed at the location, when the conditions at the fire or emergency create extraordinary exposure to injury or death, or when the City's Fire Department personnel are needed or may be needed to insure adequate fire protection elsewhere in the City. The City may also withdraw its personnel and equipment if it believes that security is inadequate at the location.

(e) The Department shall cooperate with the City in the compilation of any records

the City requests which would facilitate the City's response to fire alarms and emergencies including building drawings.

3.0 Waiver

3.1 Except as provided in Section 1 with respect to fees for Fire Inspection Services and Section 4 with respect to reimbursements for response to hazardous substance incidents , each party waives all claims against the other party for compensation for any loss, property damage, bodily injury, or death arising from the provision of services pursuant to this MOU including but not limited the provision of Fire Inspection Services and the provision of fire protection and other emergency services, or withdrawal of same.

3.2 Except as provided in Section 1 with respect to fees for Fire Inspection Services and Section 4 with respect to reimbursements for response to hazardous substance incidents, each party will, at all times, be responsible for its own costs incurred in the performance of this MOU, and shall not receive any reimbursement from the other party.

4.0 Hazardous Substance Incidents.

4.1 The City's Fire Department serves as the Designated Emergency Response Authority ("**DERA**") for the areas within the City's corporate boundaries pursuant to Section 29-22-102, C.R.S. The City's Fire Department, through its Fire Chief or its Fire Chief's designated Deputy Fire Chief, acts as incident commander at hazardous substance incidents within the City when it receives actual notice of such incident, and it may, in its discretion, dispatch hazardous materials personnel and equipment as part of the initial emergency response to the incident. The City's response is, at all times, limited to only the initial emergency action necessary to minimize the adverse effects of a hazardous substance incident. It is the policy of the City to assert claims for reimbursement of all costs incurred by the City in responding to such an incident against the person or persons responsible for the incident, including those who have the care, custody or control of the hazardous substance or upon whose property the incident occurred. In the event the City responds to a hazardous substance at the facilities and buildings of the Department, the Department acknowledges that the City may seek reimbursement for its response costs from the State of Colorado in accordance with applicable state of Colorado and federal law.

4.2 To the extent applicable and permitted by law, Department shall fully comply with the provisions of Title III of the Superfund Amendments and Reauthorization Act of 1986, as amended.

4.3 At least once each year, the Department shall file with the City's Fire Chief a report containing the following:

(a) a list of all hazardous substances located upon the grounds of the facilities and buildings of the Department, including an Emergency and Hazardous Chemical Inventory on approved 0MB forms,

(b) the locations where such hazerdous substances are stored,

(c) MSDS sheets for all such substances, and

(d) the Department's current spill prevention plan.

A copy of the report shall also be maintained by the Department and made available for inspection during annual inspections and at the time of any hazardous substance incident. The City may store such information in its CAD Dispatch data system and in any GIS system in which the City maintains hazardous substance information for emergency response personnel and may use such infonnation in the event of any assistance or response to the Department's Facilities.

5.0 Department Designations and Identifications.

5.1 The Department hereby designates the individuals on Attachment "A", which is restated and incorporated herein, as the individuals who are authorized by the Department to request assistance from the City as provided in this MOU. The Department may from time to time designate new individuals by revising Attachment "A" and delivering a copy to the City at least thirty (30) days before the effective date of designation, and stating that the revised Attachment "A" relates to this MOU. All revisions shall thereafter supersede all prior versions of Attachment "A".

5.2 The Department hereby identifies the buildings and facilities listed on the Attachment "B", which is restated and incorporated herein, as the buildings and facilities covered by this MOU. The Department may from time to time identify new buildings and facilities, including proposed buildings and facilities, by revising Attachment "B" and delivering a copy to the City at least five (5) days before the effective date of identification and stating that the revised Attachment "B" relates to this MOU; said revisions shall thereafter supersede all prior versions of Attachment "B". The Department stipulates, acknowledges, and agrees that the City's coordination of fire inspection, fire protection and emergency medical services shall only extend to the buildings and facilities set forth in the Attachment "B".

6.0 This MOU is not intended, nor shall it be construed, to create, affect, or extend the legal responsibilities or liabilities of the parties hereto except as expressly stated herein, nor to create or extend any legal rights or remedies whatsoever to or for the benefit of any other person or entity.

7.0 Nothing in this MOU shall be deemed to delegate or be constituted as the delegation or assignment of power or authority of either party to the other party.

8.0 Nothing contained herein shall authorize any City employee to contract for materials or services on behalf of the City unless such authorization has been expressly granted by the Pueblo City Council unless the expenditure is one permitted by virtue of a duly adopted budget and made by a person authorized to make such expenditures.

9.0 All personnel and equipment provided by the City pursuant to the provisions of this MOU shall be covered only by the liability, damage, workers' compensation, and/or other insurance coverage, if any, of the City, and such personnel shall, while engaged in the performance of services under this MOU, retain all rights, privileges and immunity of, and be deemed to be engaged in the service and employment of the City. All of the Department's officers and employees performing any functions under the provisions of this MOU shall likewise be covered only by the liability, damage, workers' compensation and/or other insurance covered, if any, of the State, and shall remain the Department employees and not employees nor agents of the City. Under no circumstances shall the City be responsible for the personal injury or death to any employee or to any person in the custody or care of the Department.

10.0 Either party may tenninate this MOU, without cause, at any time upon thirty (30) days' prior written notice to the other party.

11.0 The provisions set forth in this MOU, and all Exhibits and attachments thereto, 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 MOU, 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 District and the City.

12.0 This MOU and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Colorado. The location for settlement of any and all claims, controversies, disputes, arising out of or relating to any part of this MOU, or any breach hereof, shall be in Pueblo County, Colorado. The Parties agree to comply with all applicable federal, state, local laws, and ordinances, together with those sections of the Pueblo Municipal Code applicable to fire protection.

13.0 MISCELLANEOUS:

a. If any sentence, phrase, paragraph, provision or portion of this MOU is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed an independent provision and such holding shall not affect the validity of the remaining portions hereto.

b. This MOU may be executed in two or more counterparts, each of with together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by Email delivery of a ".pdf" format date file, such signature shall create a valid and binding obligation of the Party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf' signature page were an original thereof.

c. Notwithstanding any statement contained herein, the City does not waive or intend to waive the immunity protections provided to the District and its employees under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*

14.0 Notices required by this Agreement shall be mailed to:

City of Pueblo

Fire Chief
Pueblo Fire Department
1551 Bonforte Blvd
Pueblo, CO 81001

Colorado Department of Agriculture State Fair

_____
_____
_____

Payments required by this Agreement shall be mailed to:

Department of Finance
City of Pueblo
1 City Hall Place
Pueblo, CO 81003

**********Remainder of Page Intentionally Left Blank**********

WHEREOF, the duly authorized representatives of each of the Parties hereto have executed this instrument the date and year written above.

ATTEST:

CITY OF PUEBLO,
A COLORADO MUNICIPAL CORPORATION

_____

City Clerk

By _____

Mayor

APPROVALS:

STATE OF COLORADO, Jared Polis, Governor

COLORADO DEPARTMENT OF AGRICULTURE – STATE FAIR

By _____

Title _____

Attachment “A”

_____, Director of Operations Colorado Department of Agriculture

_____, Chief Administrative Officer

_____, Director of Operations Colorado State Fair

_____, Colorado State Fair General Manager

Attachment “B”

Docusign Envelope ID: 824783D0-47EB-48BD-9CAD-E075C1005EDD

City Clerk's Office Item # R6

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: May 12, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Scott Hobson, Acting Director Planning and Community Development

SUBJECT: AN ORDINANCE APPROVING AND ACCEPTING A GRANT FROM THE COLORADO DEPARTMENT OF LOCAL AFFAIRS (DOLA) IN THE AMOUNT OF $25,000.00 TO DEVELOP A CAPITAL IMPROVEMENT PLAN FOR THE PUEBLO SHELTER COMPLEX; AUTHORIZING THE MAYOR TO SIGN THE GRANT AGREEMENT, ESTABLISHING PROJECT NO. PL2502, AND BUDGETING AND APPROPRIATING $25,000.00 TO PROJECT NO. PL2502

SUMMARY:

Attached is an Ordinance approving and accepting a grant in the amount of $25,000.00 from the Colorado Department of Local Affairs to develop a Capital Improvement Plan for the Pueblo Shelter Site located at 710 – 728 West 4th. This Ordinance budgets and appropriates the grant funds to Project No. CI2329 and authorizes the Mayor to sign the Grant Agreement.

PREVIOUS COUNCIL ACTION:

City Council has not taken previous action.

BACKGROUND:

The City of Pueblo took over ownership and operations of the Pueblo Shelter in 2024, after the dissolution of the Pueblo Rescue Mission. The City owns three parcels on the complex, located at 710 – 728 West 4th, Pueblo, CO 81003. Capital improvements are needed on each parcel to transform the property into a shelter complex, providing various services to Pueblo's unhoused citizens.

FINANCIAL IMPLICATIONS:

There are no matching funds required for this grant. Accepting this grant will bring additional funding to the City to establish a Capital Improvement Plan. The City intends

Docusign Envelope ID: 824783D0-47EB-48BD-9CAD-E075C1005EDD

to use the final plan to apply for capital improvement grant opportunities, as soon as late 2025.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

If the proposed Ordinance is not approved, the grant will not be accepted.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. EIAF-A0335 Exhibit B
2. EIAF-A0335 Exhibit G
3. EIAF-A0335, Summary of Terms and Conditions

Docusign Envelope ID: 824783D0-47EB-48BD-9CAD-E075C1005EDD

ORDINANCE NO. 10947

AN ORDINANCE APPROVING AND ACCEPTING A GRANT FROM THE COLORADO DEPARTMENT OF LOCAL AFFAIRS (DOLA) IN THE AMOUNT OF $25,000.00 TO DEVELOP A CAPITAL IMPROVEMENT PLAN FOR THE PUEBLO SHELTER COMPLEX; AUTHORIZING THE MAYOR TO SIGN THE GRANT AGREEMENT, ESTABLISHING PROJECT NO. PL2502, AND BUDGETING AND APPROPRIATING $25,000.00 TO PROJECT NO. PL2502

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

SECTION 1.

Grant Agreement Number EIAF-A0335 dated April 15, 2025 (“Agreement”) between the City of Pueblo, a Colorado Municipal Corporation, and the Colorado Department of Local Affairs, to develop a capital improvement plan for foe Pueblo Shelter complex, a copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

The Mayor is hereby authorized to execute said Agreement on behalf of the City of Pueblo, a Colorado Municipal Corporation, and the City Clerk is authorized to affix the seal of the City thereto and attest the same

SECTION 3.

Project No. PL2502 is hereby established.

SECTION 4.

Funds in the amount of $25,000.00 shall be accepted pursuant to the Agreement and budgeted and appropriated to Project No. PL2502.

SECTION 5.

The officers and staff of the City are hereby authorized to perform any and all acts consistent with this Ordinance and the attached Agreement to effectuate the transactions described therein.

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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 April 28, 2025.

Final adoption of Ordinance by City Council on May 12, 2025.

DocuSigned by:
Mark Cliff
B7A4F51823AB462...
President of City Council

Action by the Mayor:

☐ Approved on 5/13/2025 | 12:14 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:
Vince Petkosek
330F90D300E24F8...
Deputy City Clerk

Docusign Envelope ID: A20B6A33-C0E5-48AD-B6D7-365A49D264E9

EXHIBIT B – SCOPE OF PROJECT (SOP)

1. PURPOSE

1.1. Energy Impact. The purpose of the Energy and Mineral Impact Assistance Program is to assist political subdivisions that are socially and/or economically impacted by the development, processing, or energy conversion of minerals and mineral fuels.

2. DESCRIPTION OF THE PROJECT(S) AND WORK

2.1. Project Description. The Project consists of the development of a capital improvement plan for the Pueblo Rescue Mission complex in the City of Pueblo, Colorado.

2.2. Work Description. The City of Pueblo (Grantee) will hire a qualified consultant firm to develop a capital improvement plan for the existing Pueblo Rescue Mission complex located at 710 and 728 West 4th Street in Pueblo, Colorado. Work includes: the development of a capital improvement plan for the construction and rehabilitation of the Pueblo Rescue Mission complex including, identification of new infrastructure to house pets, creation of outdoor lockers, and a private communal space with limited amenities. The plan will help advance the Individuals with Disabilities Education Act (IDEA), promote long term affordability and cost analysis, the creation of a priority list for necessary improvements and maintenance of the facility, and an implementation plan for the City. This plan will also help guide decision making for Grantee as it relates to combatting homelessness in the community. Grantee will provide DOLA with electronic copies of accepted plan and proof of Substantial Completion prior to Project Closeout. Grantee will own all resulting documents from the plan.

2.2.1. A contract for consultant services shall be awarded by Grantee to a qualified firm through a formal Request For Proposals or competitive selection process.

2.3. Responsibilities. Grantee shall be responsible for the completion of the Work and to provide required documentation to DOLA as specified herein.

2.3.1. Grantee shall notify DOLA at least 30 days in advance of Project Completion.

2.4. Recapture of Advanced Funds. To maximize the use of Grant Funds, the State shall evaluate Grantee's expenditure of the Grant Funds for timeliness and compliance with the terms of this Grant. DOLA reserves the right to recapture advanced Grant Funds when Grantee has not or is not complying with the terms of this Grant.

2.5. Eligible Expenses. Eligible expenses shall include: Consultant Services fees, Bid process, bonding and insurance, and legal fees.

3. DEFINITIONS

3.1. Project Budget Lines.

3.1.1. "Consultant Services" means consultant fees, RFP/bid advertisements, and attorney's fees.

3.2. "Substantial Completion" means the Work is sufficiently complete in accordance with the Grant so it can be utilized for its intended purpose without undue interference.

4. DELIVERABLES

4.1. Outcome. The final outcome of this Grant is to develop and utilize a capital improvement plan that will aid in future decision making regarding the homeless community in the City of Pueblo, Colorado..

4.2. Service Area. The performance of the Work described within this Grant shall be located in the City of Pueblo, Colorado.

4.3. Performance Measures. Grantee shall comply with the following performance measures:

Milestone/Performance Measure/Grantee will:	**By:**
Put Project out to bid.	Within 120 days after the Effective Date of this

Docusign Envelope ID: A20B6A33-C0E5-48AD-B6D7-365A49D264E9

	Intergovernmental Grant Agreement.
Award and finalize subcontract(s).	Within 60 days of bid opening.
Provide DOLA with Project Timeline.	Within 60 days after the Effective Date of the subcontract(s).
Provide DOLA with an electronic copy of the accepted plan and proof of Substantial Completion (i.e. Certificate of Occupancy, Certificate of Completion, Board motion of approval, and lien waiver).	To be included with the Project Final Report.
Submit Quarterly Pay Requests	**See §4.5.2 below**
Submit Quarterly Status Reports	**See §4.5.2 below**
Submit Project Final Report	June 29, 2025

4.4. Budget Line Adjustments.

4.4.1. Grant Funds. Grantee may request in writing that DOLA move Grant Funds between and among budget lines, so long as the total amount of Grant Funds remains unchanged. To make such budget line changes, DOLA will use an Option Letter (**Exhibit G**).

4.4.2. Other Funds. Grantee may increase or decrease the amount of Other Funds in any one or any combination of budget lines as described in **§6.2**, or move Other Funds between and among budget lines, so long as the total amount of such "Other Funds" is not less than the amount set forth in **§6.2** below. Grantee may increase the Total Project Cost with "Other Funds" and such change does not require an amendment or option letter. DOLA will verify the Grantee's contribution of "Other Funds" and compliance with this section at Project Closeout.

4.5. Quarterly Pay Request and Status Reports. Beginning 30 days after the end of the first quarter following execution of this Grant and for each quarter thereafter until termination of this Grant, Grantee shall submit Pay Requests and Status Reports using a form provided by the State. The State shall pay the Grantee for actual expenditures made in the performance of this Grant based on the submission of statements in the format prescribed by the State. The Grantee shall submit Pay Requests setting forth a detailed description and provide documentation of the amounts and types of reimbursable expenses. Pay Requests and Status Reports are due within 30 days of the end of the quarter but may be submitted more frequently at the discretion of the Grantee.

4.5.1. For quarters in which there are no expenditures to reimburse, Grantee shall indicate zero (0) requested in the Pay Request and describe the status of the Work in the Status Report. The report will contain an update of expenditure of funds by budget line as per **§6.2** of this **Exhibit B** Scope of Project as well as a projection of all Work expected to be accomplished in the following quarter, including an estimate of Grant Funds to be expended.

4.5.2. Specific submittal dates.

Quarter	Year	Due Date	Pay Request Due	Status Report Due
2nd (Apr-Jun)	**2025**	**JULY 15, 2025***	**Yes**	**Yes**
3rd (Jul-Sep)	**2025**	**October 30, 2025**	**Yes**	**Yes**
4th (Oct-Dec)	**2025**	**January 30, 2026**	**Yes**	**Yes**
1st (Jan-Mar)	**2026**	**April 30, 2026**	**Yes**	**Yes**
2nd (Apr-Jun)	**2026**	**JULY 15, 2026***	**Yes**	**Yes**
3rd (Jul-Sep)	**2026**	**October 30, 2026**	**Yes**	**Yes**

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4th (Oct-Dec)	**2026**	**January 30, 2027**	**Yes**	**Yes**
1st (Jan-Mar)	**2027**	**April 30, 2027**	**Yes**	**Yes**

***State fiscal year runs July 1 – June 30 annually. Grantee must request reimbursement for all eligible costs incurred during a State fiscal year by July 15 annually.**

4.6. DOLA Acknowledgment. The Grantee agrees to acknowledge the Colorado Department of Local Affairs in any and all materials or events designed to promote or educate the public about the Work and the Project, including but not limited to: press releases, newspaper articles, op-ed pieces, press conferences, presentations and brochures/pamphlets.

5. PERSONNEL

5.1. Responsible Administrator. Grantee's performance hereunder shall be under the direct supervision of **Melissa Nereson Cook, Housing Administrator, (mcook@pueblo.us)**, who is an employee or agent of Grantee, and is hereby designated as the responsible administrator of this Project and a key person under this **§5**. Such administrator shall be updated through the process in **§5.3**. If this person is an agent of the Grantee, such person must have signature authority to bind the Grantee and must provide evidence of such authority.

5.2. Other Key Personnel. **None.** Such key personnel shall be updated through the process in **§5.3**.

5.3. Replacement. Grantee shall immediately notify the State if any key personnel specified in **§5** of this **Exhibit B** cease to serve. All notices sent under this subsection shall be sent in accordance with **§15** of the Grant.

5.4. DLG Regional Manager: **Tara Marshall, (719) 250-6944, (tara.marshall@state.co.us)**

5.5. DLG Regional Assistant: **Desiree Sandoval, (719) 924-2087, (desiree.sandoval@state.co.us)**

6. FUNDING

The State provided funds shall be limited to the amount specified under the "Grant Funds" column of **§6.2**, Budget, below.

6.1. Matching/Other Funds. Grantee shall provide **at least 50%** of the Total Project Cost as documented by Grantee and verified by DOLA at Project Closeout. Initial estimates of Grantee's contribution are noted in the "Other Funds" column of **§6.2** below. Increases to Grantee's contribution to Total Project Cost do not require modification of this Intergovernmental Grant Agreement and/or **Exhibit B**.

6.2. Budget

Budget Line(s)		Total Project Cost	Grant Funds	Other Funds	Other Funds Source
Line #	**Cost Category**				
1	Consultant Services	$50,000	$25,000	$25,000	Grantee
	Total	**$50,000**	**$25,000**	**$25,000**	

7. PAYMENT

Payments shall be made in accordance with this section and the provisions set forth in **§7** of the Grant.

7.1. Payment Schedule. If Work is subcontracted or subgranted and such Subcontractors and/or Subgrantees are not previously paid, Grantee shall disburse Grant Funds received from the State to such Subcontractor or Subgrantee within fifteen days of receipt. Excess funds shall be returned to DOLA.

Payment	Amount	
Interim Payment(s)	$23,750	Paid upon receipt of actual expense documentation and written Pay Requests from the Grantee for reimbursement of eligible approved expenses.

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Final Payment	$1,250	Paid upon Substantial Completion of the Project (as determined by the State in its sole discretion), provided that the Grantee has submitted, and DOLA has accepted, all required reports.
Total	**$25,000**	

7.2. Interest. Grantee or Subgrantee may keep interest earned from Grant Funds up to $100 per year for administrative expenses.

8. ADMINISTRATIVE REQUIREMENTS

8.1. Reporting. Grantee shall submit the following reports to DOLA using the State-provided forms. DOLA may withhold payment(s) if such reports are not submitted timely.

8.1.1. Quarterly Pay Request and Status Reports. Quarterly Pay Requests shall be submitted to DOLA in accordance with **§4.5** of this **Exhibit B**.

8.1.2. Final Reports. Within 90 days after the completion of the Project, Grantee shall submit the final Pay Request and Status Report to DOLA.

8.2. Monitoring. DOLA shall monitor this Work on an as-needed basis. DOLA may choose to audit the records for activities performed under this Grant. Grantee shall maintain a complete file of all records, documents, communications, notes and other written materials or electronic media, files or communications, which pertain in any manner to the operation of activities undertaken pursuant to an executed Grant. Such books and records shall contain documentation of the Grantee's pertinent activity under this Grant in accordance with Generally Accepted Accounting Principles.

8.2.1. Subgrantee/Subcontractor. Grantee shall monitor its Subgrantees and/or Subcontractors, if any, during the term of this Grant. Results of such monitoring shall be documented by Grantee and maintained on file.

8.3. Bonds. If Project includes construction or facility improvements, Grantee and/or its contractor (or subcontractors) performing such work shall secure the bonds hereunder from companies holding certificates of authority as acceptable sureties pursuant to 31 CFR Part 223 and are authorized to do business in Colorado.

8.3.1. Bid Bond. A bid guarantee from each bidder equivalent to 5 percent of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder shall, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.

8.3.2. Performance Bond. A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

8.3.3. Payment Bond. A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by statute of all persons supplying labor and material in the execution of the work provided for in the contract.

8.3.4. Substitution. The bonding requirements in this **§8.3** may be waived in lieu of an irrevocable letter of credit if the price is less than $50,000.

9. CONSTRUCTION/RENOVATION.

The following subsections shall apply to construction and/or renovation related projects/activities:

9.1. Plans & Specifications. Construction plans and specifications shall be drawn up by a qualified engineer or architect licensed in the State of Colorado, or pre-engineered in accordance with Colorado law, and hired by the Grantee through a competitive selection process.

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9.2. Procurement. A construction contract shall be awarded to a qualified construction firm through a formal selection process with the Grantee being obligated to award the construction contract to the lowest responsive, responsible bidder meeting the Grantee's specifications.

9.3. Subcontracts. Copies of any and all contracts entered into by the Grantee in order to accomplish this Project shall be submitted to DOLA upon request, and any and all contracts entered into by the Grantee or any of its Subcontractors shall comply with all applicable federal and state laws and shall be governed by the laws of the State of Colorado.

9.4. Standards. Grantee, Subgrantees and Subcontractors shall comply with all applicable statutory design and construction standards and procedures that may be required, including the standards required by Colorado Department of Public Health and Environment, and shall provide the State with documentation of such compliance.

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OPTION LETTER #Insert # Here

SIGNATURE AND COVER PAGE

State Agency Department of Local Affairs (DOLA)	**DLG Portal Number** Insert DLG Portal number for this Project	**Option Letter CMS Number** Insert CMS number for this Amendment
Grantee **Insert Grantee's Full Legal Name**	**Previous CMS #(s)** Insert CMS number for orig Agreement, and any prior chg docs	
Project Number and Name Insert DOLA's project number and name	**Grant Amount** Initial Award: $Insert orig award amt Option Letter ## and date effective/spendable: $0.00 Option Letter ## and date effective/spendable: $0.00 **Total Grant Amount: $Insert total award to date**	
DOLA Regional Manager Choose an item.		
DOLA Regional Assistant Choose an item.		
Funding Account Codes Enter CTGG1 number	**Program Name** Energy & Mineral Impact Assistance Program (Acctg Dropdwn EIAF)	
Prior Grant Agreement Expiration Date Month Day, Year	**Current Grant Agreement Expiration Date** Month Day, Year	

THE PARTIES HERETO HAVE EXECUTED THIS OPTION LETTER

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

STATE OF COLORADO
Jared S. Polis GOVERNOR
Colorado Department of Local Affairs

By: _____

Maria De Cambra, Executive Director

Date: _____

ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State contracts. This Option Letter is not valid until signed and dated below by the State Controller or delegate.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: _____

Beulah Messick, DOLA Controller Delegate

Effective Date: _____

SAMPLE

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1) **OPTIONS:** Choose all applicable options listed in §1 and in §2

☐ a. Option to extend *(use this option for Extension of Time)*

☐ b. Change in the Grant Award Amount within the current term *(use this option for an Increase or Decrease in Grant Funds, including Supplemental funding awards)*

☐ c. Budget Line Adjustment(s) – reallocation of awarded Grant Funds to Budget Line(s) *(use this Option to redistribute existing Grant Funds between budget lines)*

2) **REQUIRED PROVISIONS**. All Option Letters shall contain the appropriate provisions set forth below:

a. For use with Option 1(a): In accordance with **Section 2(A)** of the original Intergovernmental Grant Agreement between the State of Colorado, acting by and through the Colorado Department of Local Affairs**,** and **Grantee's Name**, the State hereby exercises its option for an additional term beginning **Insert start date** and ending on **Insert ending date**. Tables in **Sections 4.3 and 4.5.2** of **Exhibit B** are deleted and replaced with the following:

Milestone/Performance Measure	**By:**
Put Project out to bid.	Within __ days of the Effective Date of this Intergovernmental Grant Agreement.
Award and finalize subcontract(s) and/or sub-grant(s).	[give target date]
Provide DOLA with Project Timeline	Within __ days of the Effective Date of the subcontract(s).
Contractor mobilization/begin Work.	Within __ days of the Effective Date of the subcontract(s).
Submit Quarterly Pay Requests	**See §4.5.2 below**
Submit Quarterly Status Reports	**See §4.5.2 below**
Submit Project Final Report	[give date certain]

Quarter	**Year**	**Due Date**	**Pay Request**	**Status Report**
1st (Jan-Mar)	**2024**	**April 30, 2024**	**Yes**	**Yes**
2nd (Apr-Jun)	**2024**	**JULY 15, 2024***	**Yes**	**Yes**
3rd (Jul-Sep)	**2024**	**October 30, 2024**	**Yes**	**Yes**
4th (Oct-Dec)	**2024**	**January 30, 2025**	**Yes**	**Yes**
1st (Jan-Mar)	**2025**	**April 30, 2025**	**Yes**	**Yes**
2nd (Apr-Jun)	**2025**	**JULY 15, 2025***	**Yes**	**Yes**
3rd (Jul-Sep)	**2025**	**October 30, 2025**	**Yes**	**Yes**
4th (Oct-Dec)	**2025**	**January 30, 2026**	**Yes**	**Yes**
1st (Jan-Mar)	**2026**	**April 30, 2026**	**Yes**	**Yes**
2nd (Apr-Jun)	**2026**	**JULY 15, 2026***	**Yes**	**Yes**
3rd (Jul-Sep)	**2026**	**October 30, 2026**	**Yes**	**Yes**
4th (Oct-Dec)	**2026**	**January 30, 2027**	**Yes**	**Yes**

***State fiscal year runs July 1 – June 30 annually. Grantee must request reimbursement for all eligible costs incurred during a State fiscal year by July 15 annually.**

b. For use with Option 1(b): In accordance with **Section 7(A)(i)** of the original Intergovernmental Grant Agreement between the State of Colorado, acting by and through the Colorado Department of Local Affairs**,** and **Grantee's Name**, the State hereby exercises its option to increase/decrease Grant Funds awarded for this Project in an amount equal to **amt of increase or (decrease)**, from **beginning dollar amt** to **ending dollar amt**. The Grant Award Amount shown on the Summary of Terms and Conditions page of this Intergovernmental Grant Agreement is hereby changed to **ending dollar amt**. The Budget table in **Section 6.2** and the Payment Schedule in **Section 7.1**, both of **Exhibit B**, are deleted and replaced with the following:

Budget Line(s)				

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Line #	Cost Category	Total Project Cost	Grant Funds	Other Funds	Other Funds Source
	Architectural/Engineering Services	$ 0.00			Grantee
	Construction/Improvement of Public Roadways				Grantee
	Total	**$ 0.00**	**$ 0.00**	**$ 0.00**	

Payment	Amount	
Interim Payment(s)		Paid upon receipt of actual expense documentation and written Pay Requests from the Grantee for reimbursement of eligible approved expenses.
Final Payment		Paid upon Substantial Completion of the Project (as determined by the State in its sole discretion), provided that the Grantee has submitted, and DOLA has accepted, all required reports.
Total		

c. For use with Option 1(c): In accordance with **Section 7(D)(i)** of the original Intergovernmental Grant Agreement between the State of Colorado, acting by and through the Colorado Department of Local Affairs, and **Grantee's Name**, the State hereby exercises its option to re-allocate awarded Grant Funds within the Project Budget. The Budget table in **Section 6.2** of **Exhibit B** is deleted and replaced with the following:

Budget Line(s)		Total Project Cost	Grant Funds	Other Funds	Other Funds Source
Line #	Cost Category				
	Architectural/Engineering Services	$ 0.00			Grantee
	Construction/Improvement of Public Roadways				Grantee
	Total	**$ 0.00**	**$ 0.00**	**$ 0.00**	

3) Effective Date. The effective date of this Option Letter is upon approval of the State Controller or _____, whichever is later.

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SAMPLE

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State of Colorado Intergovernmental Grant Agreement
SUMMARY OF TERMS AND CONDITIONS

State Agency Department of Local Affairs (DOLA)	**DLG Portal Number** EIAF-A00335	**CMS Number** 198233
Grantee City of Pueblo	**Grant Award Amount** $25,000.00	**Retainage Amount** $1,250.00
Project Number and Name EIAF-A0335 - Pueblo Homeless Shelter Planning	**Performance Start Date** The later of the Effective Date or April 10, 2025	**Grant Expiration Date** March 31, 2027
Project Description The Project consists of the development of a capital improvement plan for the Pueblo Rescue Mission complex in the City of Pueblo, Colorado.	**Program Name** Energy & Mineral Impact Assistance Program (EIAF) **Funding Source** STATE FUNDS **Catalog of Federal Domestic Assistance (CFDA) Number** N/A	
DOLA Regional Manager **Tara Marshall, (719) 250-6944, (tara.marshall@state.co.us)**	**Funding Account Codes** CTGG1 NLAA 202500003895	
DOLA Regional Assistant **Desiree Sandoval, (719) 924-2087, (desiree.sandoval@state.co.us)**	**VCUST#** **14170**	**Address Code CN002 EFT**

THE SIGNATORIES LISTED BELOW AUTHORIZE THIS GRANT

DEPARTMENT OF LOCAL AFFAIRS
PROGRAM REVIEWER

DocuSigned by:
Angie Cue
45D2B7CF50DE4BD...

By: Angie Cue, EIAF Program Manager

Date: 4/15/2025 | 10:50 AM PDT

STATE OF COLORADO
Jared S. Polis, Governor
DEPARTMENT OF LOCAL AFFAIRS
Maria De Cambra, Executive Director

Signed by:
geoff.alexander
C4E3A701EADF4E9...

By: Maria De Cambra, Executive Director

Date: 4/15/2025 | 9:26 PM MDT

In accordance with §24-30-202 C.R.S., this Grant is not valid until signed and dated below by the State Controller or an authorized delegate (the "**Effective Date**").

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

DocuSigned by:
Beulah Messick - DOLA
090ACD88A721474...

By: Beulah Messick, Controller Delegate
Department of Local Affairs

Effective Date: 4/17/2025 | 8:07 AM MDT

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TERMS AND CONDITIONS

1. GRANT

As of the Performance Start Date, the State Agency shown on the Summary of Terms and Conditions page of this Intergovernmental Grant Agreement (the "State") hereby obligates and awards to Grantee shown on the Summary of Terms and Conditions page of this Intergovernmental Grant Agreement (the "Grantee") an award of Grant Funds in the amount shown on the Summary of Terms and Conditions page of this Intergovernmental Grant Agreement. By accepting the Grant Funds provided under this Intergovernmental Grant Agreement, Grantee agrees to comply with the terms and conditions of this Intergovernmental Grant Agreement and requirements and provisions of all Exhibits to this Intergovernmental Grant Agreement.

2. TERM

A. Initial Grant Term and Extension

The Parties' respective performances under this Intergovernmental Grant Agreement shall commence on the Performance Start Date and shall terminate on the Grant Expiration Date unless sooner terminated or further extended in accordance with the terms of this Intergovernmental Grant Agreement. Upon request of Grantee, the State may, in its sole discretion, extend the term of this Intergovernmental Grant Agreement by providing Grantee with an updated Intergovernmental Grant Agreement or an executed Option Letter showing the new Grant Expiration Date.

B. Early Termination in the Public Interest

The State is entering into this Intergovernmental Grant Agreement to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Intergovernmental Grant Agreement ceases to further the public interest of the State or if State, Federal or other funds used for this Intergovernmental Grant Agreement are not appropriated, or otherwise become unavailable to fund this Intergovernmental Grant Agreement, the State, in its discretion, may terminate this Intergovernmental Grant Agreement in whole or in part by providing written notice to Grantee. If the State terminates this Intergovernmental Grant Agreement in the public interest, the State shall pay Grantee an amount equal to the percentage of the total reimbursement payable under this Intergovernmental Grant Agreement that corresponds to the percentage of Work satisfactorily completed, as determined by the State, less payments previously made. Additionally, the State, in its discretion, may reimburse Grantee for a portion of actual, out-of-pocket expenses not otherwise reimbursed under this Intergovernmental Grant Agreement that are incurred by Grantee and are directly attributable to the uncompleted portion of Grantee's obligations, provided that the sum of any and all reimbursements shall not exceed the maximum amount payable to Grantee hereunder. This subsection shall not apply to a termination of this Intergovernmental Grant Agreement by the State for breach by Grantee.

C. *Reserved.*

3. AUTHORITY

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

A. *Reserved.*

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B. State Authority

Authority to enter into this Grant exists in C.R.S. 24-32-106 and 29-3.5-101 and funds have been budgeted, appropriated and otherwise made available pursuant to C.R.S. 39-29-110 (Local Government Severance Tax Fund) and a sufficient unencumbered balance thereof remains available for payment. Required approvals, clearance and coordination have been accomplished from and with appropriate agencies. This Intergovernmental Grant Agreement is funded, in whole or in part, with State funds.

4. DEFINITIONS

The following terms shall be construed and interpreted as follows:

A. "**Budget**" means the budget for the Work described in **Exhibit B**.

B. "**Business Day**" means any day on which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in §24-11-101(1) C.R.S.

C. *Reserved*.

D. "**CORA**" means the Colorado Open Records Act, §§24-72-200.1 *et seq.*, C.R.S.

E. "**Grant**" or "**Intergovernmental Grant Agreement**" means this agreement which offers Grant Funds to Grantee, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future updates thereto.

F. "**Grant Funds**" or "**Grant Award Amount**" means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Intergovernmental Grant Agreement.

G. "**Grant Expiration Date**" means the Grant Expiration Date shown on the Summary of Terms and Conditions page of this Intergovernmental Grant Agreement. Work performed after the Grant Expiration Date is not eligible for reimbursement from Grant Funds.

H. "**Performance Start Date**" means the later of the Performance Start Date or the Effective Date shown on the Summary of Terms and Conditions page of this Intergovernmental Grant Agreement.

I. "**Exhibits**" means the following exhibits attached to this Intergovernmental Grant Agreement:

i. **Exhibit B**, Scope of Project

ii. **Exhibit G**, Form of Option Letter

J. "**Extension Term**" means the period of time by which the Grant Expiration Date is extended by the State through delivery of an updated Intergovernmental Grant Agreement, an amendment, or an Option Letter.

K. *Reserved*.

L. *Reserved*.

M. "**Goods**" means any movable material acquired, produced, or delivered by Grantee as set forth in this Intergovernmental Grant Agreement and shall include any movable material acquired, produced, or delivered by Grantee in connection with the Services.

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N. "**Incident**" means any accidental or deliberate event that results in, or constitutes an imminent threat of, the unauthorized access or disclosure of State Confidential Information or of the unauthorized modification, disruption, or destruction of any State Records.

O. "**Initial Term**" means the time period between the Performance Start Date and the initial Grant Expiration Date.

P. "**Matching Funds**" or "**Other Funds**" means funds provided by the Grantee as a match required to receive the Grant Funds.

Q. "**Party**" means the State or Grantee, and **"Parties"** means both the State and Grantee.

R. *Reserved.*

S. *Reserved.*

T. *Reserved.*

U. *Reserved.*

V. "**Services**" means the services performed by Grantee as set forth in this Intergovernmental Grant Agreement, and shall include any services rendered by Grantee in connection with the Goods.

W. "**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 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.

X. "**State Fiscal Rules**" means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a) C.R.S.

Y. "**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.

Z. "**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.

AA. *Reserved.*

BB. "**Subcontractor**" means third-parties, if any, engaged by Grantee to aid in performance of the Work. "Subcontractor" also includes sub-grantees.

CC. *Reserved.*

DD. *Reserved.*

EE. *Reserved.*

FF. "**Work**" means the delivery of the Goods and performance of the Services described in this Intergovernmental Grant Agreement.

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GG. "**Work Product**" means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and any other results of the Work. "Work Product" does not include any material that was developed prior to the Performance Start Date that is used, without modification, in the performance of the Work.

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

5. PURPOSE

The purpose of the Energy and Mineral Impact Assistance Program is to assist political subdivisions that are socially and/or economically impacted by the development, processing, or energy conversion of minerals and mineral fuels. The purpose of this Grant is described in **Exhibit B**.

6. SCOPE OF PROJECT

Grantee shall complete the Work as described in this Intergovernmental Grant Agreement and in accordance with the provisions of **Exhibit B**. The State shall have no liability to compensate or reimburse Grantee for the delivery of any goods or the performance of any services that are not specifically set forth in this Intergovernmental Grant Agreement.

7. PAYMENTS TO GRANTEE

A. Maximum Amount

Payments to Grantee are limited to the unpaid, obligated balance of the Grant Funds. The State shall not pay Grantee any amount under this Grant that exceeds the Grant Award Amount shown on the Summary of Terms and Conditions page of this Intergovernmental Grant Agreement.

i. The State may increase or decrease the Grant Award Amount by providing Grantee with an updated Intergovernmental Grant Agreement or an executed Option Letter showing the new Grant Award Amount.

ii. The State shall not be liable to pay or reimburse Grantee for any Work performed or expense incurred before the Performance Start Date or after the Grant Expiration Date.

iii. 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.

B. *Reserved*.

C. Matching Funds.

Grantee shall provide the Other Funds amount shown on the Project Budget in **Exhibit B** (the "Local Match Amount"). Grantee shall appropriate and allocate all Local Match Amounts to the purpose of this Intergovernmental Grant Agreement each fiscal year prior to accepting any Grant Funds for that fiscal year. Grantee does not by accepting this Intergovernmental Grant Agreement irrevocably pledge present cash reserves for payments in future fiscal years, and this Intergovernmental Grant 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,

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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 this Intergovernmental Grant Agreement for all allowable costs described in this Intergovernmental Grant Agreement and shown in the Budget in **Exhibit B**. The State shall only reimburse allowable costs if those costs are: **(a)** reasonable and necessary to accomplish the Work and for the Goods and Services provided; and **(b)** 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).

i. Upon request of the Grantee, the State may, without changing the maximum total amount of Grant Funds, adjust or otherwise reallocate Grant Funds among or between each line of the Project Budget by providing Grantee with an executed Option Letter or formal amendment.

E. Close-Out and De-obligation of Grant Funds

Grantee shall close out this Grant no later than 90 days after the Grant Expiration Date. To complete close out, Grantee shall submit to the State all deliverables (including documentation) as defined in this Intergovernmental Grant 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. Any Grant Funds remaining after submission and payment of Grantee's final reimbursement request are subject to de-obligation by the State.

F. Erroneous Payments

The State may 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. The State may recover such payments by deduction from subsequent payments under this Intergovernmental Grant Agreement, deduction from any payment due under any other contracts, grants or agreements between the State and Grantee, or by any other appropriate method for collecting debts owed to the State.

8. REPORTING – NOTIFICATION

A. Performance and Final Status

Grantee shall submit all financial, performance and other reports to the State no later than the end of the close out period described in **§7.E**.

B. Violations Reporting

Grantee shall disclose, in a timely manner, in writing to the State, all violations of federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting this Award.

9. GRANTEE RECORDS

A. Maintenance and Inspection

Grantee shall make, keep, and maintain, all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to this Grant for a period of three years following the completion of the close out of this Grant. Grantee shall permit the State to audit, inspect, examine, excerpt, copy and transcribe

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all such records during normal business hours at Grantee's office or place of business, unless the State determines that an audit or inspection is required without notice at a different time to protect the interests of the State.

B. Monitoring

The State will monitor Grantee's performance of its obligations under this Intergovernmental Grant Agreement using procedures as determined by the State. The State shall have the right, in its sole discretion, to change its monitoring procedures and requirements at any time during the term of this Agreement. The State shall monitor Grantee's performance in a manner that does not unduly interfere with Grantee's performance of the Work.

C. Audits

Grantee shall comply with all State and federal audit requirements.

10. CONFIDENTIAL INFORMATION-STATE RECORDS

A. Confidentiality

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

B. Other Entity Access and Nondisclosure Agreements

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

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Confidential Information. Grantee shall provide copies of those signed nondisclosure restrictions to the State upon request.

C. Use, Security, and Retention

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

D. Incident Notice and Remediation

If Grantee becomes aware of any Incident, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. After an Incident, Grantee shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State.

E. Safeguarding Personally Identifiable Information (PII)

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

11. CONFLICTS OF INTEREST

Grantee shall not engage in any business or activities, or maintain any relationships that conflict in any way with the full performance of the obligations of Grantee under this Grant. Grantee acknowledges that, with respect to this Grant, even the appearance of a conflict of interest shall be harmful to the State's interests and absent the State's prior written approval, Grantee shall refrain

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from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Grantee's obligations under this Grant. If a conflict or the appearance of a conflict arises, or if Grantee is uncertain whether a conflict or the appearance of a conflict has arisen, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Grantee acknowledges that all State employees are subject to the ethical principles described in §24-18-105, C.R.S. Grantee further acknowledges that State employees may be subject to the requirements of §24-18-105, C.R.S. with regard to this Grant.

12. INSURANCE

Grantee shall maintain at all times during the term of this Grant such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S. (the "GIA"). Grantee shall ensure that any Subcontractors maintain all insurance customary for the completion of the Work done by that Subcontractor and as required by the State or the GIA.

13. REMEDIES

In addition to any remedies available under any Exhibit to this Intergovernmental Grant Agreement, if Grantee fails to comply with any term or condition of this Grant, the State may terminate some or all of this Grant and require Grantee to repay any or all Grant Funds to the State in the State's sole discretion. The State may also terminate this Intergovernmental Grant Agreement at any time if the State has determined, in its sole discretion, that Grantee has ceased performing the Work without intent to resume performance, prior to the completion of the Work.

14. DISPUTE RESOLUTION

Except as herein specifically provided otherwise, disputes concerning the performance of this Grant that cannot be resolved by the designated Party representatives shall be referred in writing to a senior departmental management staff member designated by the State and a senior manager or official designated by Grantee for resolution.

15. NOTICES AND REPRESENTATIVES

Each Party shall identify an individual to be the principal representative of the designating Party and shall provide this information to the other Party. All notices required or permitted to be given under this Intergovernmental Grant Agreement shall be in writing, and shall be delivered either in hard copy or by email to the representative of the other Party. Either Party may change its principal representative or principal representative contact information by notice submitted in accordance with this **§15**.

16. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

Grantee hereby grants to the State a perpetual, irrevocable, non-exclusive, royalty free license, with the right to sublicense, to make, use, reproduce, distribute, perform, display, create derivatives of and otherwise exploit all intellectual property created by Grantee or any Subcontractors or Subgrantees and paid for with Grant Funds provided by the State pursuant to this Grant.

17. GOVERNMENTAL IMMUNITY

Liability for claims for injuries to persons or property arising from the negligence of the Parties, their departments, boards, commissions, committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, *et seq.* C.R.S. No term or

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condition of this Intergovernmental Grant 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.

18. GENERAL PROVISIONS

A. Assignment

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

B. Captions and References

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

C. Entire Understanding

This Intergovernmental Grant 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 Intergovernmental Grant Agreement.

D. Modification

The State may modify the terms and conditions of this Grant by issuance of an updated Intergovernmental Grant Agreement, which shall be effective if Grantee accepts Grant Funds following receipt of the updated letter. The Parties may also agree to modification of the terms and conditions of the Grant in either an option letter or a formal amendment to this Grant, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules.

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

Any reference in this Intergovernmental Grant 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 Performance Start Date. Grantee shall strictly comply with all applicable Federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. Digital Signatures

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

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G. Order of Precedence

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

i. Colorado Special Provisions in **§19** of the main body of this Grant;

ii. Any executed Option Letter and Amendment;

iii. The provisions of this Intergovernmental Grant Agreement; and

iv. The provisions of any exhibits to this Intergovernmental Grant Agreement.

H. Severability

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

I. Survival of Certain Intergovernmental Grant Agreement Terms

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

J. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described above, this Intergovernmental Grant Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Any services or benefits which third parties receive as a result of this Grant are incidental to the Grant, and do not create any rights for such third parties.

K. Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Intergovernmental Grant 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.

L. Accessibility

i. Grantee shall comply with and adhere to Section 508 of the U.S. Rehabilitation Act of 1973, as amended.

ii. 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 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.

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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.

M. *Reserved*.

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

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

This Intergovernmental Grant Agreement shall not be valid until it has been approved by the Colorado State Controller or designee. If this Intergovernmental Grant Agreement is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), then this Intergovernmental Grant 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 fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

C. GOVERNMENTAL IMMUNITY.

Liability for claims for injuries to persons or property arising from the negligence of the Parties, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, *et seq.* C.R.S. No term or condition of this Intergovernmental Grant 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 Grantee 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 Intergovernmental Grant Agreement. Grantee shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by the State, and (c) be solely responsible for its acts and those of its employees and agents.**

E. COMPLIANCE WITH LAW.

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.

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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 Intergovernmental Grant 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 Intergovernmental Grant 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 Intergovernmental Grant 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 Intergovernmental Grant 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 Intergovernmental Grant 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 Intergovernmental Grant 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 Intergovernmental Grant Agreement, including, without limitation, immediate termination of this Intergovernmental Grant 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 Intergovernmental Grant 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.

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City Clerk's Office Item # S1

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: May 12, 2025

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 1501 EAST EVANS FROM B-4, CENTRAL BUSINESS ZONE DISTRICT TO RCN, RESIDENTIAL CHARTER NEIGHBORHOOD ZONE DISTRICT

SUMMARY:

The applicant is requesting to rezone .51-acres located at 1501 East Evans from B-4, Central Business Zone District to RCN, Residential Charter Neighborhood Zone District.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

Mr. Jaramillo is requesting to rezone 1501 East Evans from a B-4 to an RCN Zone District to facilitate the construction of single-family and duplex residences on the existing 25-foot-wide lots that were subdivided in 1899 as the Suburban Land and Investment Company Subdivision. The rezoning site consists of eight lots and four parcels. In 1905, a large single-family residence was located on Lot 53. Lot 54 and the six southern lots were undeveloped. In the 1950's a commercial structure was developed in the northeast corner of Lot 54 while the southern seven lots were undeveloped. These seven lots remain undeveloped to this day. The most recent use of the commercial structure was Capritta's Oasis bar. The application for rezoning states that the intent of the rezone is to adaptively reuse the existing commercial structure and develop affordable housing on the remaining seven lots located to the south. The tentative development site plan depicts the existing commercial structure on Lot 54, three duplex dwellings, and one single-family dwelling on Lots 53-47. The RCN Zone District has a minimum lot width of 25-feet and a minimum lot area of 2,500 sq. ft. for single-family residences. The minimum lot width for duplexes is 50-feet and 5,000 sq. ft. minimum lot area. The RCN Zone District allows for more dense mixed-use development, which is consistent with the property owner's intent to redevelop the site. The rezoning site is located adjacent to East Evans Avenue, which is classified as a minor arterial roadway. According to the City

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of Pueblo Roadway Classification Design Standards and Policies, minor arterial roadways provide for high-capacity roadways, which connect neighborhoods, areas, and regional features with many points of access. Generally high density residential, mixed commercial and residential uses, or commercial uses are suitable adjacent to arterial roadways.

FINANCIAL IMPLICATIONS:

There are no financial implications for the City.

BOARD/COMMISSION RECOMMENDATION:

The Planning and Zoning Commission, at their April 9, 2025, Regular Meeting, voted 7-0 to recommend approval.

STAKEHOLDER PROCESS:

The Planning Department sent out Notice of the Planning and Zoning Commission Public Hearing to all property owners located within 300 feet of the subject property.

A Public Notice poster was placed on the subject property 15 days prior to the Public Hearing.

ALTERNATIVES:

If City Council does not approve this Ordinance the 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-25-03 Attachments

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ORDINANCE NO. 10948

AN ORDINANCE AMENDING ZONING RESTRICTIONS TO REZONE 1501 EAST EVANS FROM B-4, CENTRAL BUSINESS ZONE DISTRICT TO RCN, RESIDENTIAL 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 District:

Lots 47-54, Block 6, of the Suburban Land and Investment Company Subdivision

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 April 28, 2025.

Final adoption of Ordinance by City Council on May 12, 2025.

DocuSigned by:
Mark Aliff
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President of City Council

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Action by the Mayor:

☐ Approved on 5/13/2025 | 12:13 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:
Vince Petkosek
330F90D300E24F8...
Deputy City Clerk

LOTS 47–54, BLK 6, SUBURBAN LAND AND INVESTMENT COMPANY SUBDIVISION

ZONING MAP AMENDMENT

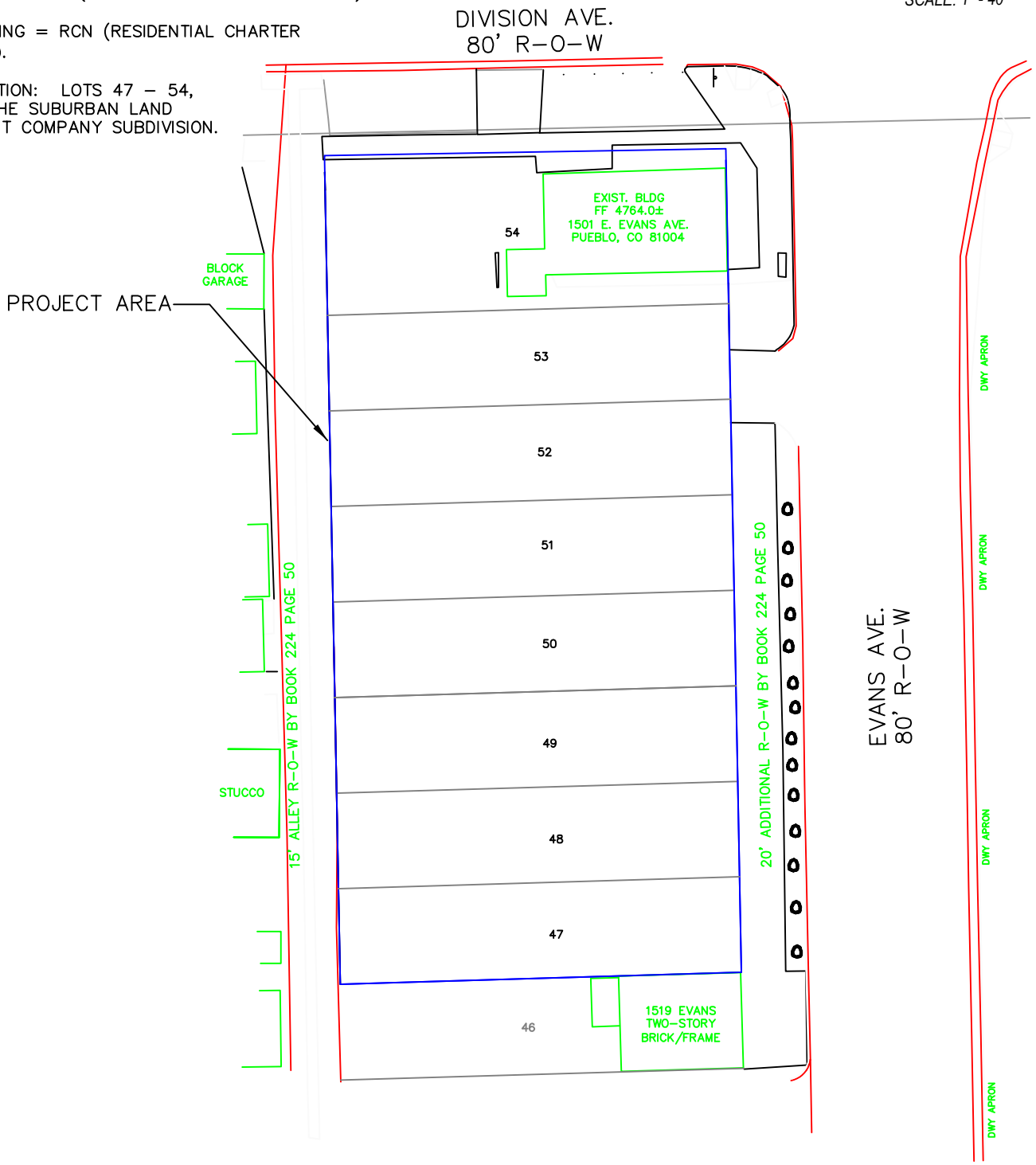
CURRENT ZONING = B4 (COMMUNITY BUSINESS DISTRICT).

PROPOSED ZONING = RCN (RESIDENTIAL CHARTER NEIGHBORHOOD).

LEGAL DESCRIPTION: LOTS 47 – 54, BLOCK 6, OF THE SUBURBAN LAND AND INVESTMENT COMPANY SUBDIVISION.

N

SCALE: 1" - 40'



OWNER: David Jaramillo PROJECT DESCRIPTION: ZONING AMENDMENT Lots 47 - 54	ZONING MAP AMENDMENT 1501 E. Evans Ave. Pueblo, CO 81004	KING FISHER ENGINEERING, INC. 3095 Little Turkey Creek Road, Suite A Colorado Springs, CO 80926 (719) 600-9840 DATE: 3-4-2025 REVISIONS: JOB NO.: 1501-ZA PAGE: 1 OF 1

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Brett Boston
City Council Representative

city of PUEBLO colorado
Planning & Zoning Commission

Alexandar Aznar
Elizabeth Bailey
Cheryl Spinuzzi
James Salazar

MINUTES OF REGULAR MEETING

City of Pueblo, Colorado
Wednesday April 9, 2025 – 3:30 p.m.
City Council Chambers, 1 City Hall Place

The meeting was called to order at 3:30 PM with Chairman Mike Castellucci presiding.

Commissioners Present: Mike Castellucci, Patrick Avalos, Brett Boston, Alexandra Aznar, Lisa Bailey, and Cheryl Spinuzzi, James Salazar.

Commissioners Absent:

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

Staff Members Absent: None

Approval of the Agenda: Bailey motioned to approve the agenda as amended, continue CP-25-01, ODP-25-01 and Z-25-06 to the May 14th, 2025, meeting, seconded by Boston.

Motion Passed: 7-0

Public Hearings:

5. Z-25-04 Rezone: 1501 E. Evans, .58 acres from B-4, Central Business District, to RCN, Residential Charter Neighborhood Zone District. Staff report by Beritt Odom, Principal Planner

Hearing: Applicant Vincent Hall was sworn in and spoke in favor of the rezoning application. No one appeared in opposition.

Commission Action: Bailey moved to recommend the text amendment application to City Council seconded by Boston.

Motion Passed: 7-0.

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Brett Boston
City Council Representative

city of PUEBLO colorado
Planning & Zoning Commission

Alexandar Aznar
Elizabeth Bailey
Cheryl Spinuzzi
James Salazar

Z-25-03

TO:	City of Pueblo, Planning and Zoning Commission
FROM:	Beritt Odom, Principal Planner
THROUGH:	Scott Hobson, Acting Director of Planning and Community Development
DATE:	April 9, 2025
SUBJECT:	Rezone .51 acres from B-4, Central Business District, to RCN, Residential Charter Neighborhood Zone District
APPLICANT:	Vincent Hall, Sales Manager, Clayton Homes of Pueblo
PROPERTY OWNER:	David Jaramillo, DJ Property Management, LLC
LOCATION:	1501 E. Evans
RELATED CASES:	None

REQUEST:
The applicant is requesting to rezone .51 acres, from B-4, Central Business District, to RCN, Residential Charter Neighborhood Zone District.

BACKGROUND AND ANALYSIS:

Mr. Jaramillo is requesting to rezone 1501 E. Evans from a B-4 to a RCN Zone District to facilitate the construction of single-family and duplex residences on the existing 25-foot-wide lots that were subdivided in 1899 as the Suburban Land and Investment Company Subdivision. The rezoning site consists of eight lots and four parcels. In 1905, a large single-family residence was located on Lot 53. Lot 54 and the six southern lots were undeveloped. In the 1950's a commercial structure was developed in the northeast corner of Lot 54 while the southern seven lots were undeveloped. These seven lots remain undeveloped to this day. The most recent use of the commercial structure was Capritta's Oasis bar.

The application for rezoning states that the intent of the rezone is to adaptively reuse the existing commercial structure and develop affordable housing on the remaining seven lots located to the south. The tentative development site plan depicts the existing commercial structure on Lot 54, three duplex dwellings, and one single-family dwelling on Lots 53-47. The RCN Zone District has a minimum lot width of 25-feet and a minimum lot area of 2,500 sq. ft. for single-family residences. The minimum lot width for duplexes is 50-feet and 5,000 sq. ft. minimum lot area. The RCN Zone District allows for more dense mixed-use development, which is consistent with the property owner's intent to redevelop the site.

The rezoning site is located adjacent to E. Evans Ave., which is a minor arterial. According to the City of Pueblo Roadway Classification Design Standards and Policies, minor arterial roadways provide for high-capacity roadways, which connect neighborhoods, areas, and regional features with many points of access.

Generally high density residential, mixed commercial and residential uses, or commercial uses are suitable adjacent to arterial roadways.

LAND USE AND PLANNING COMMENTS
CHARACTER AND COMPATIBILITY

Site Character: The rezoning site is currently developed with a 1950's commercial structure in the northeastern portion of the site. The remaining portion of the site is undeveloped.

Neighborhood Compatibility:

North	B-4, Central Business District, El Nopal Restaurant
East	B-4, Central Business District, car wash
South	B-4, Central Business District, vacant commercial structure and Pasta Cottage, take out restaurant
West	R-3-, One- and Two-Family District, single-family residences

COMPREHENSIVE PLAN: The site is designated by the Pueblo Regional Comprehensive Plan as a Neighborhood Mixed-Use District.

According to the Comprehensive Plan, the Neighborhood Mixed Use future land use designation allows for retail, restaurant, office, commercial services, and other professional services. Supporting land uses include multi-family dwellings, community facilities, and other neighborhood-serving uses. Preferred residential density is less than 16 units per acre. The tentative site plan shows seven to nine possible dwelling units within a half-acre area, which lands at the upper end of the allowed density scale. The proposed duplex and single-family residential development will provide higher density housing options within the southern portion of the city. The proposed development is also consistent with the historic residential development within the Bessemer Neighborhood.

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 the required 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 **Not applicable**

The nature of the amendment and a legal description of the property that would be affected by the amendment.

❑ Comments **The application contains the required information**

A statement of the facts which the applicant believes justify the amendment; provided; however, that when any amendment changing the zoning map is requested, the following additional information shall be furnished:

❑ Comments **According to the applicant, "This area of Bessemer is suffering from numerous broken window commercial and vacant properties. Adaptive reuse is the highest and best use of property."**

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 **No new development is proposed at this time.**

A tentative site plan showing proposed structures, uses, open spaces, facilities for parking and loading and arrangements for pedestrian and vehicular circulation.

❑ Comments **No new development is proposed at this time.**

A statement of the proposed time schedule for beginning and completion of development.

❑ Comments **No new development is proposed at this time**

A statement reasonably indicating the applicant's economic responsibility and capability of accomplishing the development for which a zoning amendment is requested.

❑ Comments **No new development is proposed at this time.**

RECOMMENDED ACTION:

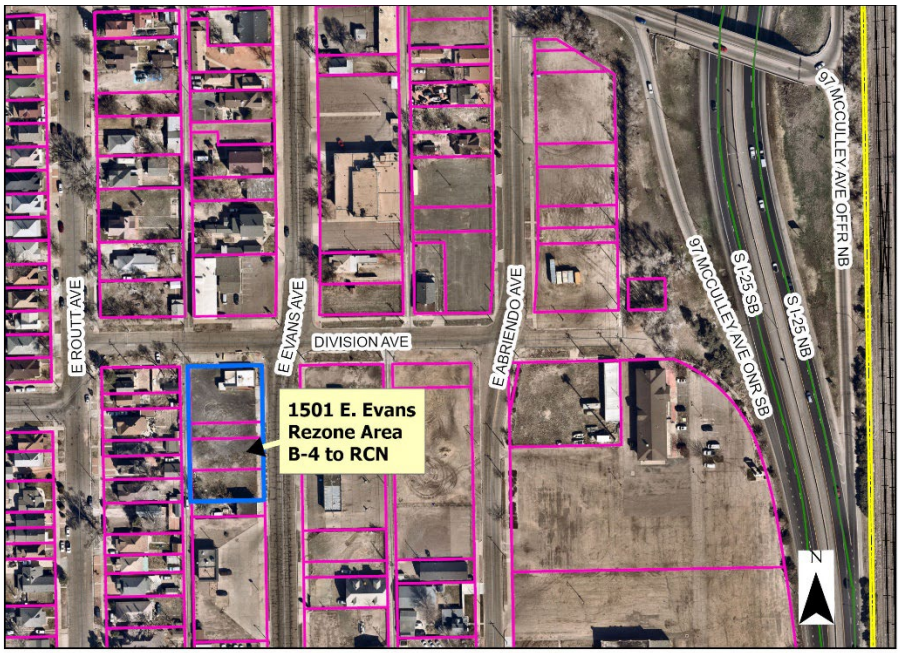
If the Planning and Zoning Commission makes the necessary findings, a recommendation to City Council for approval of the rezone request is appropriate.

REFERRAL AGENCIES AND COMMENTS:

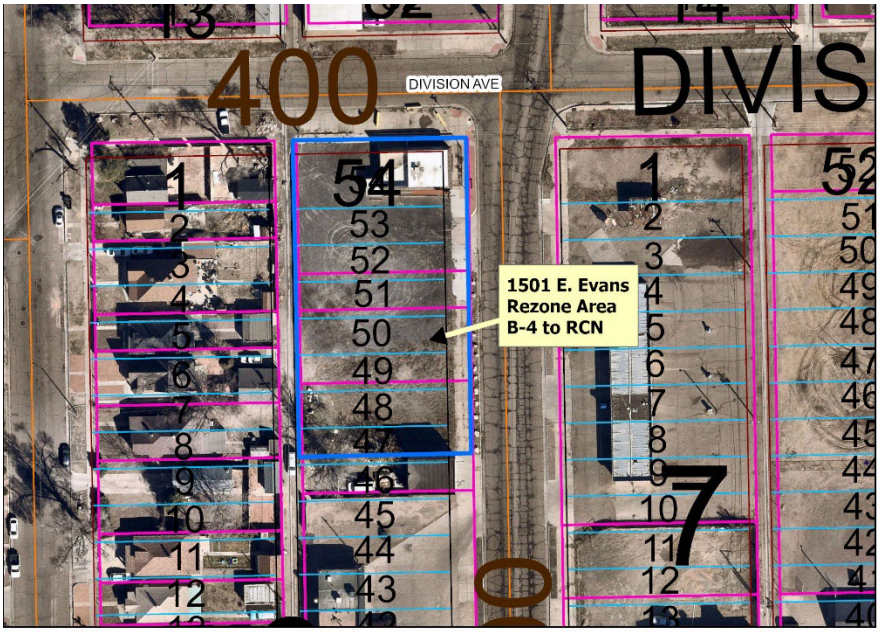
- City Public Works-No comment
- City Transportation-No comment
- City Law Department-No comment
- Pueblo Regional Building Department-No comment
- City Fire Department-No comment
- City Wastewater-No comment
- City Stormwater-No comment
- City Parks and Recreation Department-No comment
- Xcel Energy-No comment
- Black Hills Energy-No comment
- CDOT-No comment

ATTACHMENTS:

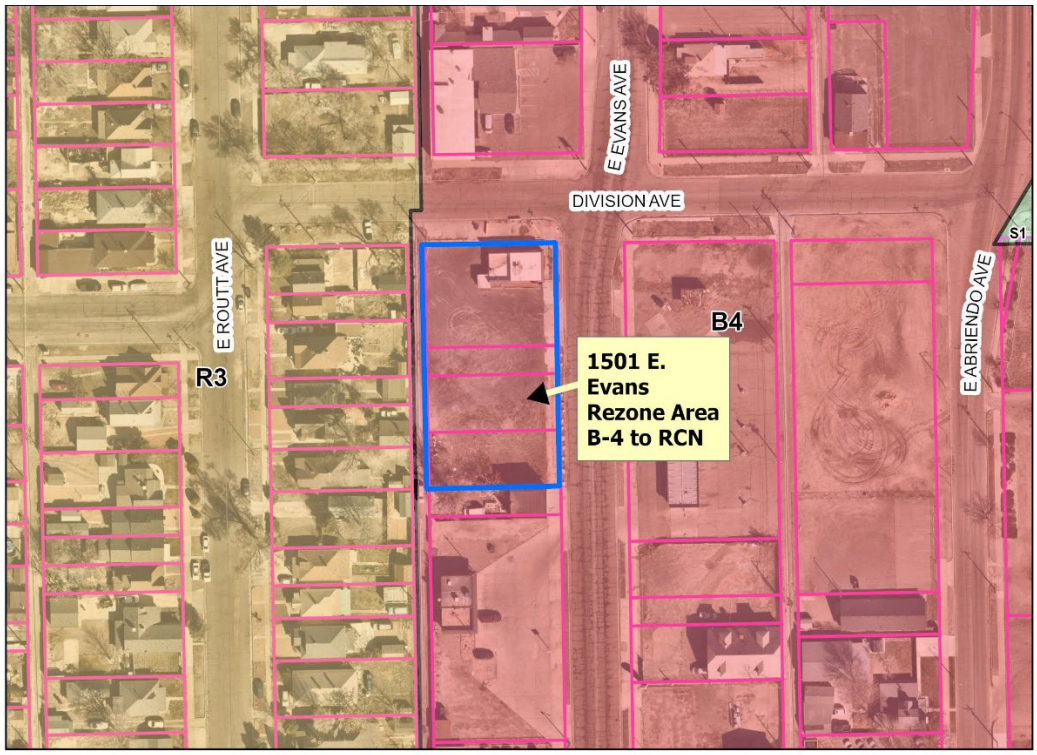
A. Aerial Photograph
B. Aerial Photograph with Lots Shown
C. Zoning Map
D. Comprehensive Plan Map
E. Site Photographs
F. Zoning Exhibit
G. Application



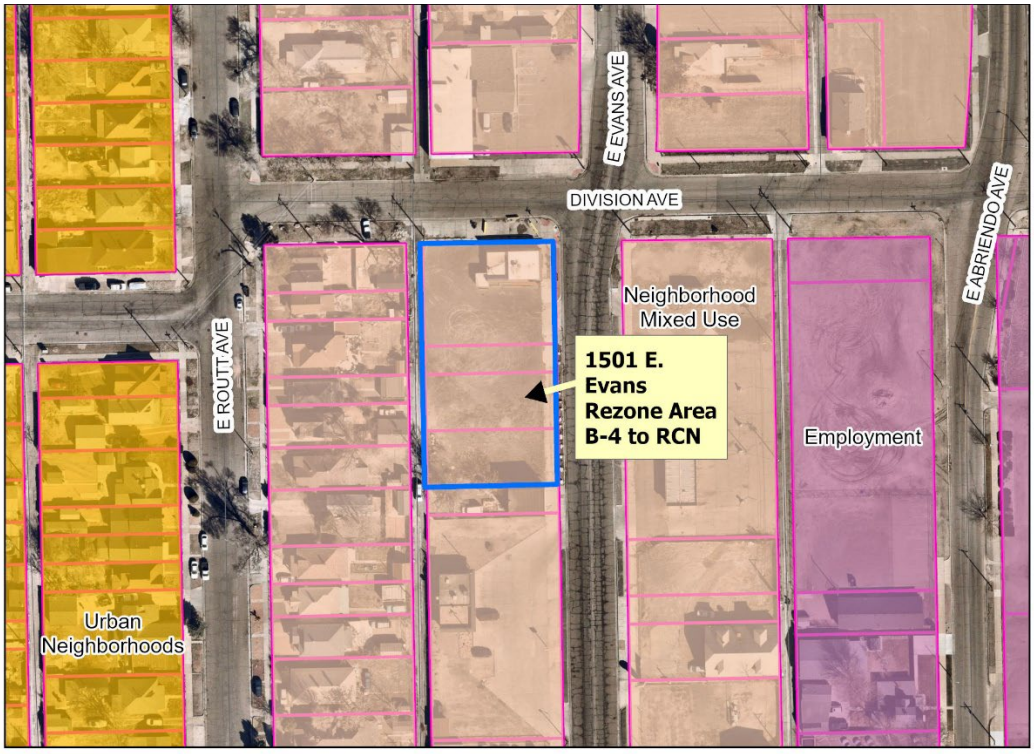
A. Aerial Photograph



B. Aerial Photograph with Lots Shown



C. Zoning Map



D. Comprehensive Plan Map



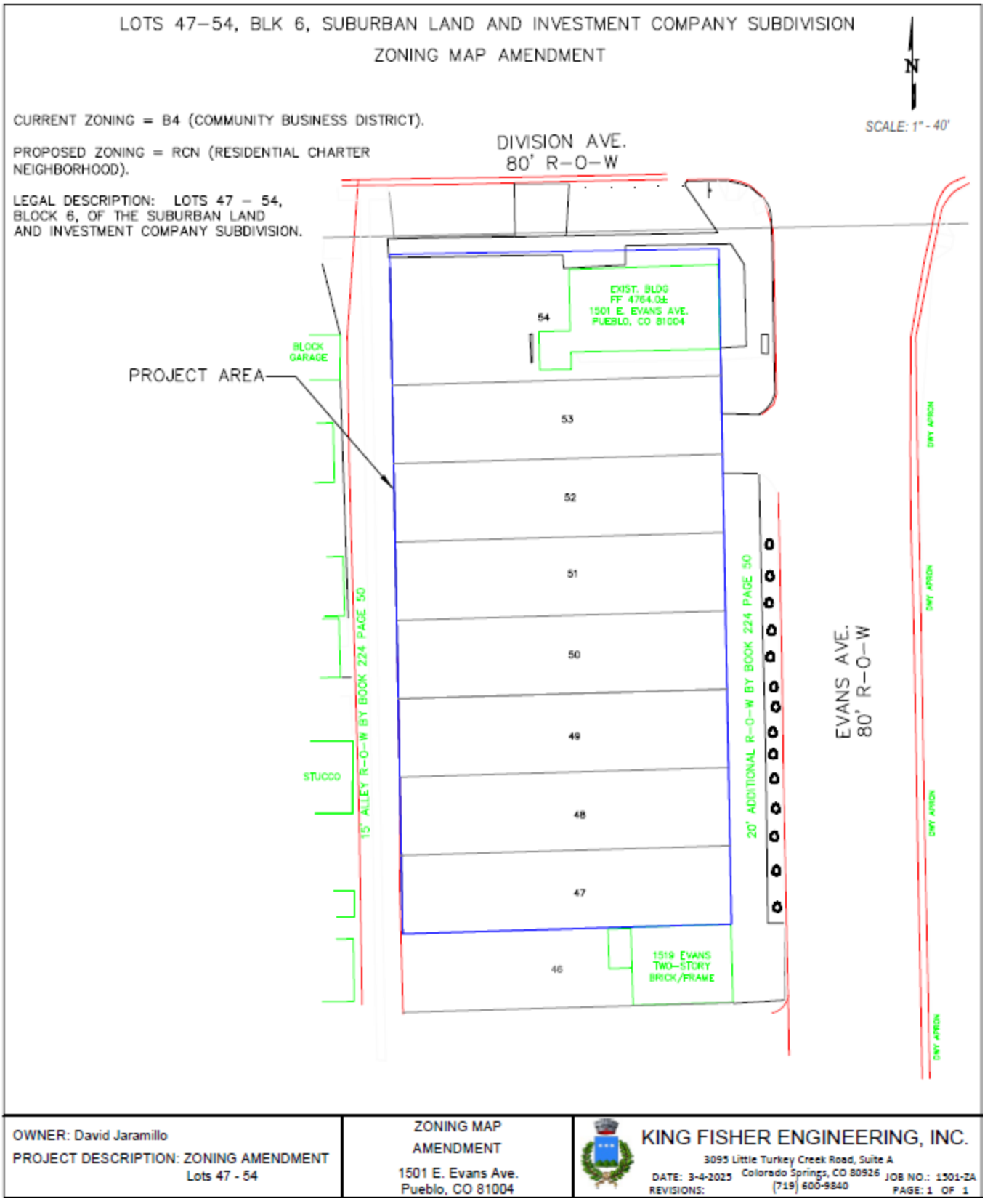
D. Public Notice



D. 1501 E. Evans looking north from E. Evans



E. 1501 E. Evans looking south from E. Evans



E. Zoning Exhibit

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

Please type or print clearly. Illegible applications will not be accepted. Case #: _____

Property Owner	
Name: David Jaramillo acting agent DJ Property Managment LLC	
Company: DJ Property managment LLC, Upland apt.	
Address: 2609 King blvd City Pueblo	Zip: 81008
Phone: (719) 289-6306	Email: Davewcom@yahoo.com
Applicant	
Name:	
Company:	
Address:	Zip:
Phone: ( )	Email:
Person of Firm Representing Owner or Applicant	
Name: Vincent Hall, Sales Manager	
Company: Claxton Homes of Pueblo	
Address: 3912 N. Freeway, Pueblo CO	Zip: 81008
Phone: (719) 545-4266 x1	Email: Vincent.Hall@claxtonhomes.com

The applicant will be the primary contact unless otherwise noted.

Project Location: (address or general description) 1501 E. Evans Ave, Pueblo CO 81004

(Full legal Attached)

Legal Description: Lots 47-54 in block 6 in Suburban Land Investment Company Sub

Subdivision: Suburban Land and Investment Company Acreage: 0.5122

Existing Zone District: B-4 **Proposed Zone District:** RCN

Purpose of this Application:

- ☑ To permit development of the property not allowed under the existing zone district.
- ☐ To provide proper zone district in conjunction with the subdivision plan for the area.
- ☐ In conjunction with the Annexation petition to annex the property in a use different than the existing Pueblo County Zoning.
- ☑ Other (specify): To create more functional and cohesive development of site vs implied B-4 requirements and better conform to Residential applications vs mixed use.

(Continue Next Page)

(Continued from previous page)

Statement of Facts:
Justifying the zone change request. Be specific; use additional sheets if necessary.

This area of Bessemer is suffering from numerous broken window Commercial and vacant properties. Adaptive reuse is the highest and best use of property.

Description of area surrounding proposed development: Mixed use area, backs to residential and in proximity to some commercial business. Block is excellent candidate for targeted revitalization area and adaptive reuse.

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.

Minimal traffic and modest ground disturbance required due to larger parking lot area adjacent and reasonable space for unit + equipment staging.

☑ A tentative site plan showing proposed structures, uses, open spaces, facilities for parking and loading and arrangements for pedestrian and vehicular circulation.

Estimated date for beginning project: TBD 2025

Estimated date for completion of project: TBD 2025 - 2026 Depending on start.

A statement reasonably indicating the applicant's economic responsibility and capability of accomplishing the development for which a zoning amendment is requested.

Second infill developer with numerous private + portfolio builds in single and duplex applications.

☑ CD with DWF and DWG (Autocad) file of all plans and drawings & a PDF of all documents submitted. **(if applicable)**

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.

Property Owner		
Print Name:	David Jaramillo	
Signature:		Date: 1-16-25
Applicant, if different from Property Owner		
Print Name:	Vincent Hall	
Signature:		Date: 01-16-25

Office Use Only

Zoning Compliance (Completed by City Staff)		
Application received by:	Date:	
Application checked for completeness by:	Date:	
Case Manager:	Fee Paid:	
Hearing date:	☐ Approved ☐ Denied ☐ Approved w/conditions	

March 25, 2025

The City Planning and Zoning Commission will hold a public hearing on a request from David Jaramillo, DJ Property Management, LLC for the recommendation of the following application, generally located 1501 E. Evans Ave.

Z-25-03: Rezone 1501 E. Evans, .58 acres from B-4, Central Business District, to RCN, Residential Charter Neighborhood Zone District.

The Planning and Zoning Commission meeting will be held on April 9, 2025, at 3:30 p.m., in City Council Chambers, 1 City Hall Pl, Pueblo, CO. You are welcome to attend the meeting to express your viewpoint regarding this application. **To review the plans and staff report for the proposed application, please visit www.pueblo.us/151/Planning-Zoning-Commission 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: Z-25-03

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 1501 E. Evans 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.

March 25, 2025
(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 1501 E. Evans. upon which action is pending as set forth in the Code of Ordinances, Section 17-6-2.

March 25, 2025
(Date)

PUEBLO PLANNING & ZONING COMMISSION

By: Cindy Capuchin

Owner	OwnerStree	OwnerCit	Own	OwnerZip
ACEVEDO JACOBO JACOBO	3248 WAVERLY LN	COLORAD	CO	80922-1289
ACEVEDO YESENIA CELESTE/ACEVEDO SOL	1519 E ROUTT AVE	PUEBLO	CO	81004-3422
ALFONSO-RAMIREZ LYNNEA	1508 E ROUTT AVE	PUEBLO	CO	81004
BACA JEREMY/BACA BRENDARAE R	4051 PEAK VIEW DR	PUEBLO	CO	81008-1715
BACHICHA LISA M	1418 E ROUTT AVE	PUEBLO	CO	81004-3421
BALLAGE BEVERLY A	1523 E ROUTT AVE	PUEBLO	CO	81004-3422
BROWN FAMILY INVESTMENTS LLC	915 PIONEER LN	COLORAD	CO	80904-1748
CARDENAS JAMES L / CARDENAS JEANETT	1134 BELMONT AVE	PUEBLO	CO	81004-2612
CONMOR LLC + END IRA INC FBO RICHARD DIVELBISS IRA	PO BOX 2418	PUEBLO	CO	81004-0418
D J PROPERTY MANAGEMENT LLC	2009 KINGBIRD CT	PUEBLO	CO	81008-2172
DANDI LLC	3938 PRONGHORN LN	PUEBLO	CO	81005-4002
ENGLISH ENTERPRISE LLC	162 CRYSTAL VALLEY RD	MANITOU	CO	80829-2668
EVANS CAR WASH LLC	4643 S ULSTER ST STE 129	DENVER	CO	80237-4333
F TAN AND J LAM COMPANY LP	1036 CORSICA DR	PACIFIC P	CA	90272-4012
GARCIA RUBEN	4045 36TH LN	AVONDAL	CO	81022-9785
GONZALEZ SYLVIA/LUCERO SUSAN	1520 E ROUTT AVE	PUEBLO	CO	81004-3423
HERNANDEZ JUAREZ SUJEY / BLEVINS AM	18165 PRAIRIE COACH VW	CALHAN	CO	80808-7929
HUGHES REBA L	1513 E ROUTT AVE	PUEBLO	CO	81004-3422
HUIZAR ERIKA / HUIZAR JARA CECILIO	1429 E ROUTT AVE	PUEBLO	CO	81004-3420
JARAMILLO DAVID	2009 KINGBIRD CT	PUEBLO	CO	81008-2172
KACH1 FAMILY LLC	11130 BONDSHIRE DR	RENO	NV	89511-6232
KASSAB MICHAEL FADI	1247 CHATHAM HEIGHTS	MARTINS	VA	24112-2132
LOBATO STEVEN T	1509 E ROUTT AVE	PUEBLO	CO	81004-3422
LOONEY RONALD B JR/LOONEY DANELLE J	1228 W CARRIZO SPRING	PUEBLO V	CO	81007-2242
MAES SEFERINA	1233 W SHENANDOAH DR	PUEBLO V	CO	81007-2054
MALDONADO EMILIO	449 W VENTURA DR	PUEBLO V	CO	81007-2617
MALDONANDO SAMANTHA / MALDONADO DA	1528 E ROUTT AVE	PUEBLO	CO	81004-3423
MARQUEZ MIGUEL ANGEL SERGURA	7534 COUNTY ROAD 10	FORT LUP	CO	80621-8114
MARTINEZ JACKIE	3225 NORTHRIDGE DR	PUEBLO	CO	81008-1509
MEDINA HERLINDA	1001 PLACITA AVE	PUEBLO	CO	81006-1215
MENDOZA LOUISE LIFE EST/THOMSPON GR	PO BOX 499	LA JUNTA	CO	81050-0499
MINNEQUA WORKS FED CR UNION	1549 E ABRIENDO AVE	PUEBLO	CO	81004-3403
MORENO SHAWN R JR + ARMIJO ALYSSA L , MORENO ANTONIO R	1518 E ROUTT AVE	PUEBLO	CO	81004-3423
PURDY RICHARD M	PO BOX 229	ROCKVALI	CO	81244-0229
QUINTANA KAREN	1431 E ROUTT AVE	PUEBLO	CO	81004-3420
RIVERA ELADIO RUBIO/RIVERA DOROTHY	1435 E ROUTT AVE	PUEBLO	CO	81004-3420
ROMERO JESSE	1710 E 2ND ST	PUEBLO	CO	81001-4127
SOLORANO THOMAS M/DELAROSA CARMEN	429 GIST DR	PORT NECHES	TX	77651-5007
SOUTHERN CO SFR LLC	3472 RESEARCH PKWY STI	COLORAD	CO	80920-1066
TOPPING CURTIS JAMES	6 PRINCE VALLEY CT	PUEBLO	CO	81005-2140
TRUJILLO MICHAEL GERALD	1533 E ABRIENDO AVE	PUEBLO	CO	81004-3403
TRUJILLO VINCENT VALENTINO/TRUJILLO	1501 E ROUTT AVE	PUEBLO	CO	81004-3422

UNITED STEELWORKERS OF AMERICA	1414 E EVANS AVE	PUEBLO	CO	81004-3415
URBINA GLORIA	4854 MORRISON RD	DENVER	CO	80219
V P REAL ESTATAE ENTERPRISES + LLC ,	2656 LANE 37 1/2	GREYBULL	WY	82426-9521
WALLERSTEDT BRENDA	31 CORNELL CIR	PUEBLO	CO	81005-1913
WALRATH EDMUND J / GRAHAM CYNTHIA R	PO BOX 19519	COLORADO CITY	CO	81019-0519
WATSON KELLY L	1720 MAPLEWOOD DR	PUEBLO	CO	81005-2249
ZAPATA NATHAN D	1530 E ROUTT AVE	PUEBLO	CO	81004-3423

Docusign Envelope ID: A54FE09D-794F-42DE-B092-246E14B3F574

City Clerk's Office Item # S2

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: May 12, 2025

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 2403 THATCHER AVENUE FROM B-1, NEIGHBORHOOD BUSINESS ZONE DISTRICT TO B-3, HIGHWAY AND ARTERIAL BUSINESS ZONE DISTRICT

SUMMARY:

The applicant is requesting to rezone 0.14-acres at 2403 Thatcher Avenue, generally located east of The Sunset Inn, from B-1, Neighborhood Business Zone District to B-3, Highway and Arterial Business Zone District to permit an auto repair shop.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The property owner is requesting to rezone 0.14-acres at 2403 Thatcher Avenue from Neighborhood Business (B-1) to Highway and Arterial (B-3) Zone District to permit an auto repair shop. The subject property is located at the northwest corner of Thatcher Avenue and Acero Avenue and is developed with an automotive repair structure that includes two automobile repair bays with garage doors and an office. The commercial structure was built in 1980 and has operated as an auto repair shop since its construction. An application for a business license at this property was submitted August 2024. At that time, they were notified that an auto repair shop cannot be permitted in a B-1 Zone District. The property owner then submitted a rezoning application January 2025.

Prior to 2015, a service station was allowed in a Neighborhood Business (B-1) Zone District. A service station meant a building and premise where automobile parts and services were available for retail. Services included replacing mufflers and tail pipes, repairing brakes, minor repair of carburetors, and more. The code was updated in 2015, which is when the service station use definition was removed and replaced with four

Docusign Envelope ID: A54FE09D-794F-42DE-B092-246E14B3F574

different use definitions for an automobile repair. The definitions were split to differentiate the use based on the intensity of the goods and services provided by the automobile repair. Only the lowest intensity auto repair shops – a lube shop and paintless dent repair shop – are now allowed in a B-1 Zone District (See Exhibit G. Table of Uses). When this change occurred, the subject property could continue operating as a legal non-conforming use; however, the use ceased for more than thirty days (Sec. 17-3-3., (3)). Thus, the subject property lost its legal non-conforming status and must comply with code.

As mentioned, the subject property is currently zoned Neighborhood Business (B-1). This district is designed to provide goods and services to the immediate neighborhood without creating any nuisance to nearby homes. In adhering to this purpose, only auto repair shops that provide minor services may operate in a B-1. The proposed business at the subject property provides more intense services and therefore could not be permitted in a B-1 Zone District.

Should the subject property be rezoned to Highway and Arterial Business (B-3) Zone District, the applicant could obtain a business license for the proposed business. The B-3 Zone District is intended to provide areas along highways and arterial streets for location of business and services. Thatcher Avenue is classified as a major arterial road, providing continuous traffic movement to connect neighborhoods, areas, and regional features at higher speeds with limited access. A B-3 Zone District located adjacent to Thatcher Ave is in line with the intent of the Zone District. The subject property also meets district standards for minimum lot width and size for a B-3 Zone District.

The rezoning to a B-3 District would allow a business license for
“a facility for the general repair, rebuilding or reconditioning of engines, transmissions, differentials, drivetrains, or any parts thereof. This use includes muffler shops, auto repair garages, tire repair and installation, wheel and brake shops, and similar repair and service activities but excludes body shops, dismantling or salvage.” (Section 17-2-2., (14), (d)).

The 2022 Regional Comprehensive Plan designates this area as Neighborhood Mixed Use. These areas are intended to accommodate small-scale commercial activity and neighborhood-supportive services in historic hubs of the City. Rezoning to B-3 would fit the intent of the Comp Plan by providing auto repair services to the surrounding neighborhood.

FINANCIAL IMPLICATIONS:

There are no financial implications for the City.

BOARD/COMMISSION RECOMMENDATION:

The Planning and Zoning Commission, at their April 9, 2025, Regular Meeting, voted 7-0 to recommend approval.

Docusign Envelope ID: A54FE09D-794F-42DE-B092-246E14B3F574

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-25-05 Attachments

Docusign Envelope ID: A54FE09D-794F-42DE-B092-246E14B3F574

ORDINANCE NO. 10949

AN ORDINANCE AMENDING ZONING RESTRICTIONS TO REZONE 2403 THATCHER AVENUE FROM B-1, NEIGHBORHOOD BUSINESS ZONE DISTRICT TO B-3, HIGHWAY AND ARTERIAL BUSINESS 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 B-1, Neighborhood Business Zone District to B-3, Highway and Arterial Business Zone District:

Legal Description: LOTS 47 + 48 BLK 9 ARVONIA FORMERLY #05-353-13-021 + 023

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 April 28, 2025.

Final adoption of Ordinance by City Council on May 12, 2025.

DocuSigned by:
Mark Aliff
B7A4F51823AB462...
President of City Council

Docusign Envelope ID: A54FE09D-794F-42DE-B092-246E14B3F574

Action by the Mayor:

☐ Approved on 5/13/2025 | 12:13 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.

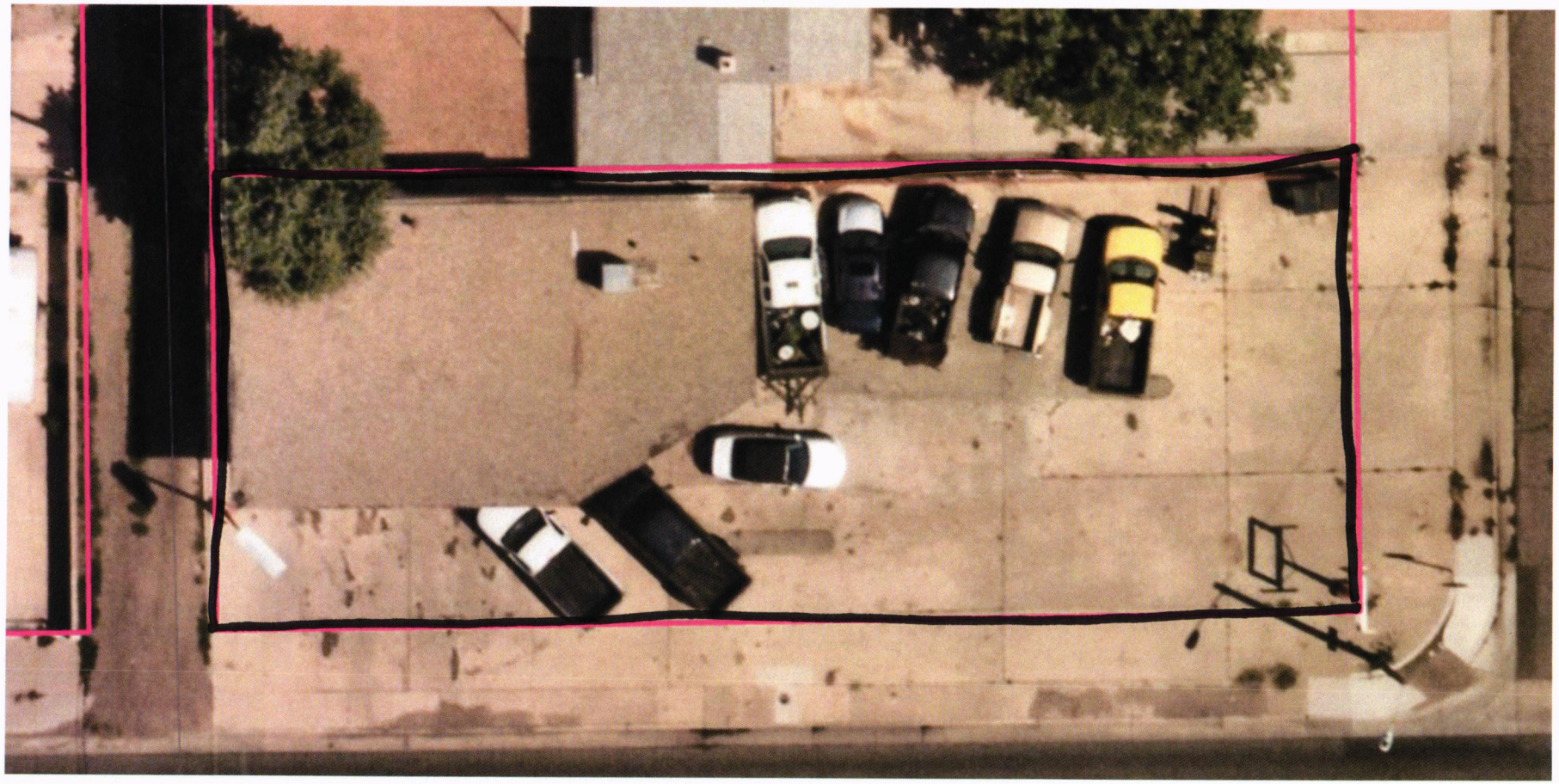
☐ Ordinance re-adopted on a vote of _____, on _____

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

_____
President of City Council

ATTEST

Signed by:
Vince Petkosek
_____
330F90D300E24F8...
Deputy City Clerk



LOTS 47 + 48 BLK 9 ARVONIA FORMERLY #05-353-13-021 + 023

B-1 to B-3

N

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Brett Boston
City Council Representative

city of PUEBLO colorado
Planning & Zoning Commission

Alexandar Aznar
Elizabeth Bailey
Cheryl Spinuzzi
James Salazar

MINUTES OF REGULAR MEETING

City of Pueblo, Colorado
Wednesday April 9, 2025 – 3:30 p.m.
City Council Chambers, 1 City Hall Place

The meeting was called to order at 3:30 PM with Chairman Mike Castellucci presiding.

Commissioners Present: Mike Castellucci, Patrick Avalos, Brett Boston, Alexandra Aznar, Lisa Bailey, and Cheryl Spinuzzi, James Salazar.

Commissioners Absent:

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

Staff Members Absent: None

Approval of the Agenda: Bailey motioned to approve the agenda as amended, continue CP-25-01, ODP-25-01 and Z-25-06 to the May 14th, 2025, meeting, seconded by Boston.

Motion Passed: 7-0

Public Hearings:

7. Z-25-05 Rezone: 2403 Thatcher Ave, 0.14 acres from Neighborhood Business (B-1) to Highway and Arterial Business (B-3) Zone District. Staff Report by Hannah Prinzi, Planner.

Hearing: Applicant Luke Wodiuk was sworn in and spoke in favor of the rezoning application. Luke provided Exhibit A. Being sworn in and speaking in support were Robert Serena and Joseph Wodiuk. No one appeared in opposition.

Commission Action: Bailey moved to recommend the text amendment application to City Council seconded by Boston.

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-25-05

TO:	City of Pueblo, Planning and Zoning Commission
FROM:	Hannah Prinzi, Planner
THROUGH:	Scott Hobson, Acting Director of Planning and Community Development
DATE:	April 9th, 2025
SUBJECT:	Rezone from Neighborhood Business (B-1) to Highway and Arterial Business (B-3) Zone District
APPLICANT:	Luke Wodiuk
PROPERTY OWNER:	Luke Wodiuk
LOCATION:	2403 Thatcher Ave
CONCURRENT REQUESTS:	N/A

REQUEST:
Rezone 0.14 acres at 2403 Thatcher Ave, generally east of The Sunset Inn, from Neighborhood Business (B-1) to Highway and Arterial Business (B-3) Zone District to permit an auto repair shop.

BACKGROUND AND ANALYSIS:

The property owner is requesting to rezone 0.14-acres at 2403 Thatcher Ave from Neighborhood Business (B-1) to Highway and Arterial (B-3) Zone District to permit an auto repair shop. The subject property is generally located east of The Sunset Inn and is developed with an automotive repair structure that includes two automobile repair bays with garage doors and an office. The commercial structure was built in 1980 and has operated as an auto repair shop since its construction. An application for a business license at this property was submitted August 2024. At that time, they were notified that an auto repair shop cannot be permitted in a B-1 Zone District. The property owner then submitted a rezoning application January 2025.

Prior to 2015, a service station was allowed in a Neighborhood Business (B-1) Zone District. A service station meant a building and premise where automobile parts and services were available for retail. Services included replacing mufflers and tail pipes, repairing brakes, minor repair of carburetors, and more. The code was updated in 2015, which is when the service station use definition was removed and replaced with four different use definitions for an automobile repair. The definitions were split to differentiate the use based on the intensity of the goods and services provided by the automobile repair. Only the lowest intensity auto repair shops – a lube shop and paintless dent repair shop – are now allowed in a B-1 Zone District (See Exhibit G. Table of Uses).

When this change occurred, the subject property could continue operating as a legal non-conforming use; however, the use ceased for more than thirty days (Sec. 17-3-3., (3)). Thus, the subject property lost its legal non-conforming status and must comply with code.

As mentioned, the subject property is currently zoned Neighborhood Business (B-1). This district is designed to provide goods and services to the immediate neighborhood without creating any nuisance to nearby homes. In adhering to this purpose, only auto repair shops that provide minor services may operate in a B-1. The proposed business at the subject property provides more intense services and therefore could not be permitted in a B-1 Zone District.

Should the subject property be rezoned to Highway and Arterial Business (B-3) Zone District, the applicant could obtain a business license for the proposed business. The B-3 Zone District is intended to provide areas along highways and arterial streets for location of business and services. Thatcher Avenue is classified as a major arterial road, providing continuous traffic movement to connect neighborhoods, areas, and regional features at higher speeds with limited access. A B-3 Zone District located adjacent to Thatcher Ave is in line with the intent of the Zone District. The subject property also meets district standards for minimum lot width and size for a B-3 Zone District.

To be clear, the rezoning would allow a business license for

> "a facility for the general repair, rebuilding or reconditioning of engines, transmissions, differentials, drivetrains, or any parts thereof. This use includes muffler shops, auto repair garages, tire repair and installation, wheel and brake shops, and similar repair and service activities but excludes body shops, dismantling or salvage." (Section 17-2-2., (14), (d)).

Finally, the 2022 Regional Comprehensive Plan designates this area as Neighborhood Mixed Use. These areas are intended to accommodate small-scale commercial activity and neighborhood-supportive services in historic hubs of the City. Rezoning to B-3 would fit the intent of the Comp Plan by providing auto repair services to the surrounding neighborhood.

LAND USE AND PLANNING COMMENTS
CHARACTER AND COMPATIBILITY

Site Character:	The site is developed with an approximate 1,800 square foot commercial building in the northwest corner of the lot, abutting the alley.	
Neighborhood Compatibility:	North	One- and Two-Family Residential Zone District (R-3); Single-family homes
	East	One- and Two-Family Residential (R-3), Central Business(B-4) District, and Neighborhood Office District (O-1) Zone Districts; Single-family homes and general retail
	South	Single-Family Residential Zone District (R-2); Single-family homes

	West	One- and Two-Family Residential Zone District (R-3); Single-family homes

Comprehensive Plan Compliance: The subject property is designated as Neighborhood Mixed Use by the 2022 Regional Comprehensive Plan. These areas are intended to accommodate small-scale commercial activity and neighborhood-supportive services in historic hubs of the City. Rezoning to B-3 would allow the neighborhood automobile repair shop, established in 1980, to continue to operate.

ZONING AMENDMENT TEST

The standard for accepting an amendment to the zoning map is that the proposed zoning action must either:

1) Further the goals and objectives of the comprehensive land use plan, or

❑ Comments **The Comprehensive Plan 2022 designates the subject property as a Neighborhood Mixed Use. These areas are intended to accommodate small-scale commercial activity and neighborhood-supportive services in historic hubs of the City. Rezoning to B-3 would allow the neighborhood automobile repair shop, established in 1980, to continue to operate.**

2) Show that the area has changed significantly since the adoption of the comprehensive land use plan

❑ Comments **Not Applicable**

3) Show that there was a mistake or error made in the original zoning of the property.

❑ Comments **Not Applicable**

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 the required 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 application contains the required information.**

The nature of the amendment and a legal description of the property that would be affected by the amendment.

❑ Comments **The application contains the required information.**

A statement of the facts which the applicant believes justify the amendment; provided; however, that when any amendment changing the zoning map is requested, the following additional information shall be furnished:

❑ Comments **The application contains the required information.**

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 application contains the required information.**

A tentative site plan showing proposed structures, uses, open spaces, facilities for parking and loading and arrangements for pedestrian and vehicular circulation.

- ❑ Comments **The application contains the required information.**

A statement of the proposed time schedule for beginning and completion of development.

- ❑ Comments **Not submitted**

A statement reasonably indicating the applicant's economic responsibility and capability of accomplishing the development for which a zoning amendment is requested.

- ❑ Comments **Not submitted**

CONTEXT OF ZONE DISTRICT REQUIREMENTS PER §17-4-51(16) OF THE PMC:

A. Purpose of Highway and Arterial Business (B-3) Zone District Standards:
The standards of this district (B-3) are intended to provide areas along highways and arterial streets for location of business and services. Thatcher Ave is classified as a major arterial street that carries large volumes of traffic into and out of the downtown hub. Rezoning the subject parcel to B-3 would then match the purpose of the Zone District.

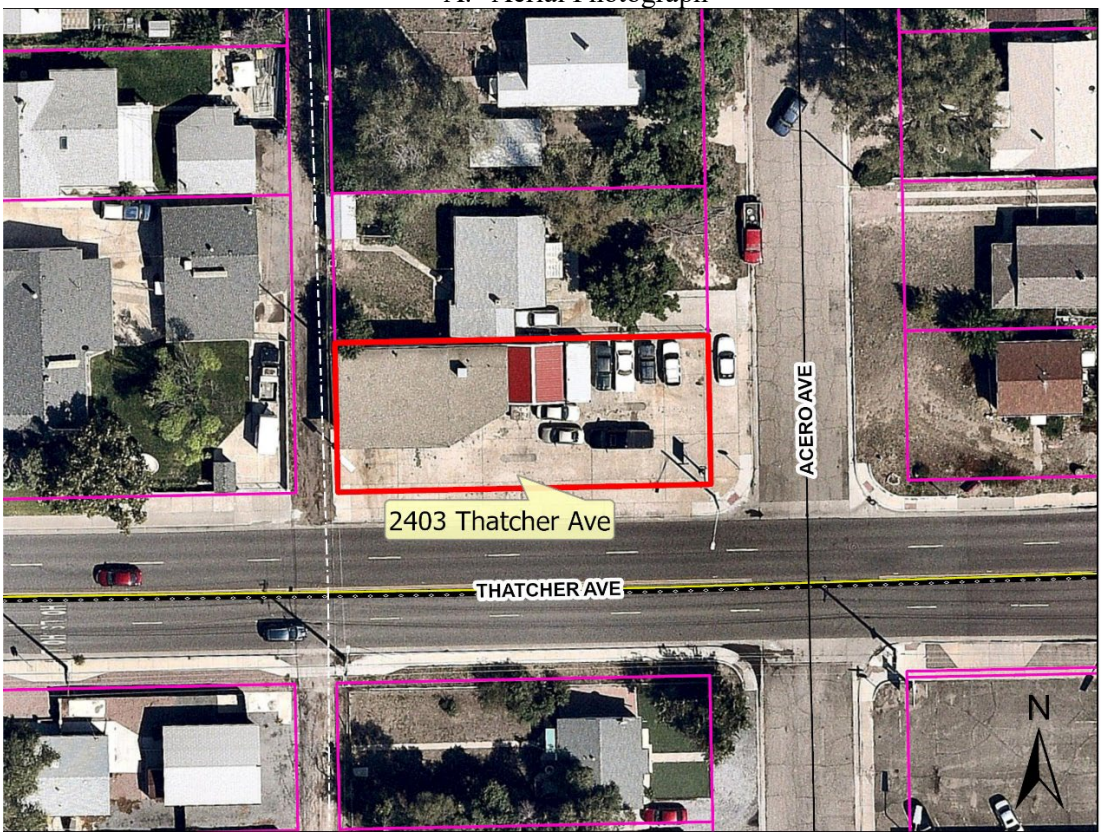
REFERRAL AGENCIES AND COMMENTS:

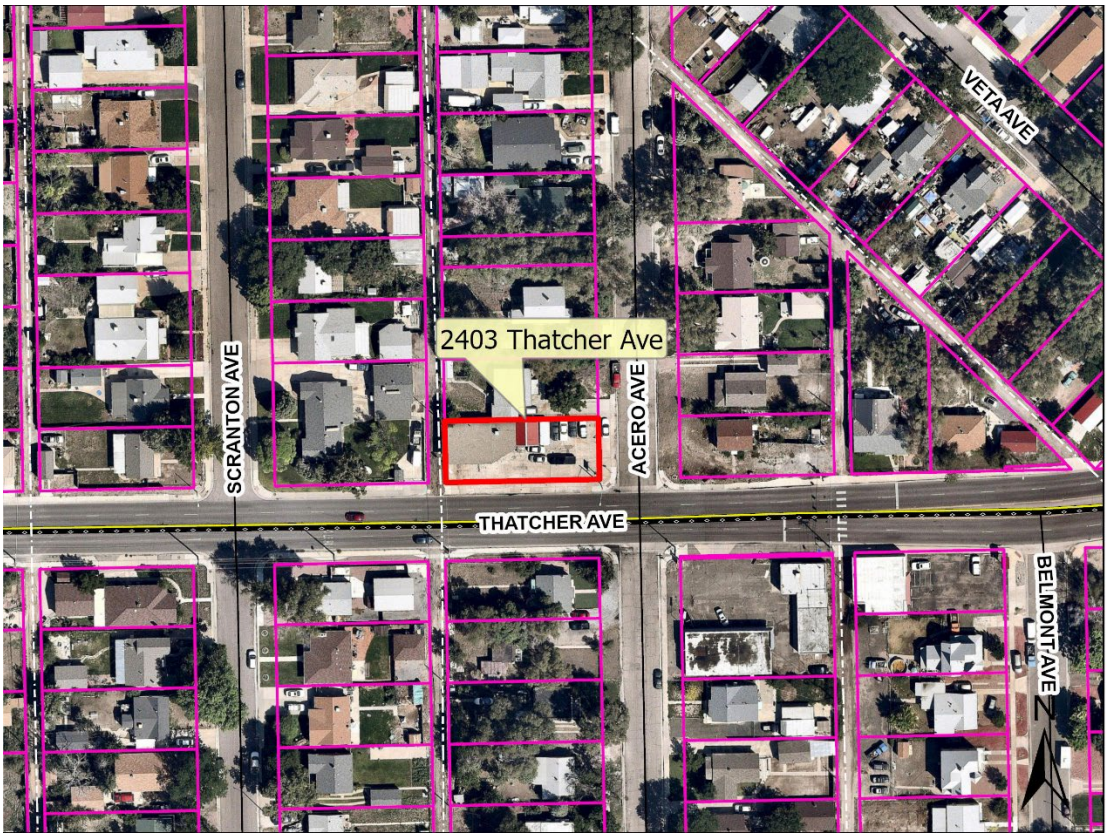
- City Public Works - No Comment
- City Transportation – At the time of pulling a business license, they will need to close the access to Thatcher closest to Acero. This access is already closer to the intersection than the 40 ft. allowed by City standards. They will be responsible for installing sidewalk and any additional restoration needed.
- City Law Department - No Comment
- Pueblo Regional Building Department - No Comment. Permits (and plan review where needed) will be required for any new construction or modification.
- 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:

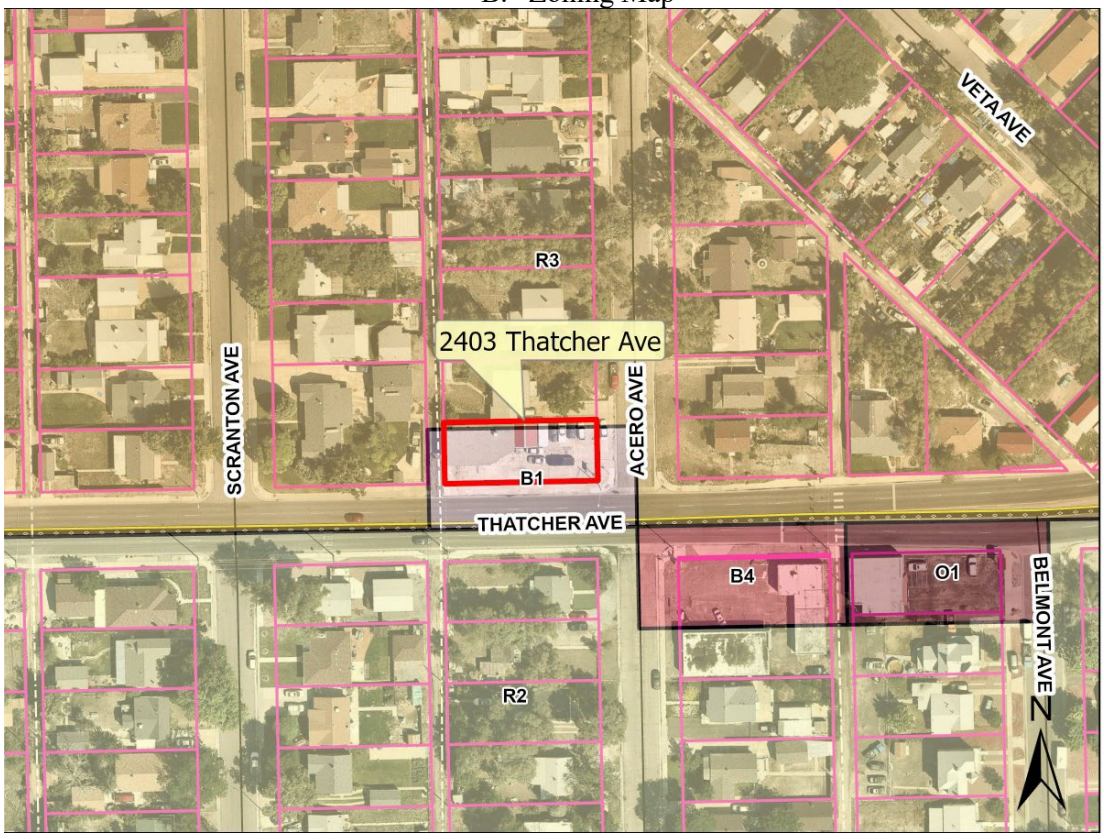
A. Aerial Photograph
B. Zoning Map
C. Comprehensive Plan Map
D. Site Photographs
E. Zoning Exhibit
F. Site Plan

A. Aerial Photograph

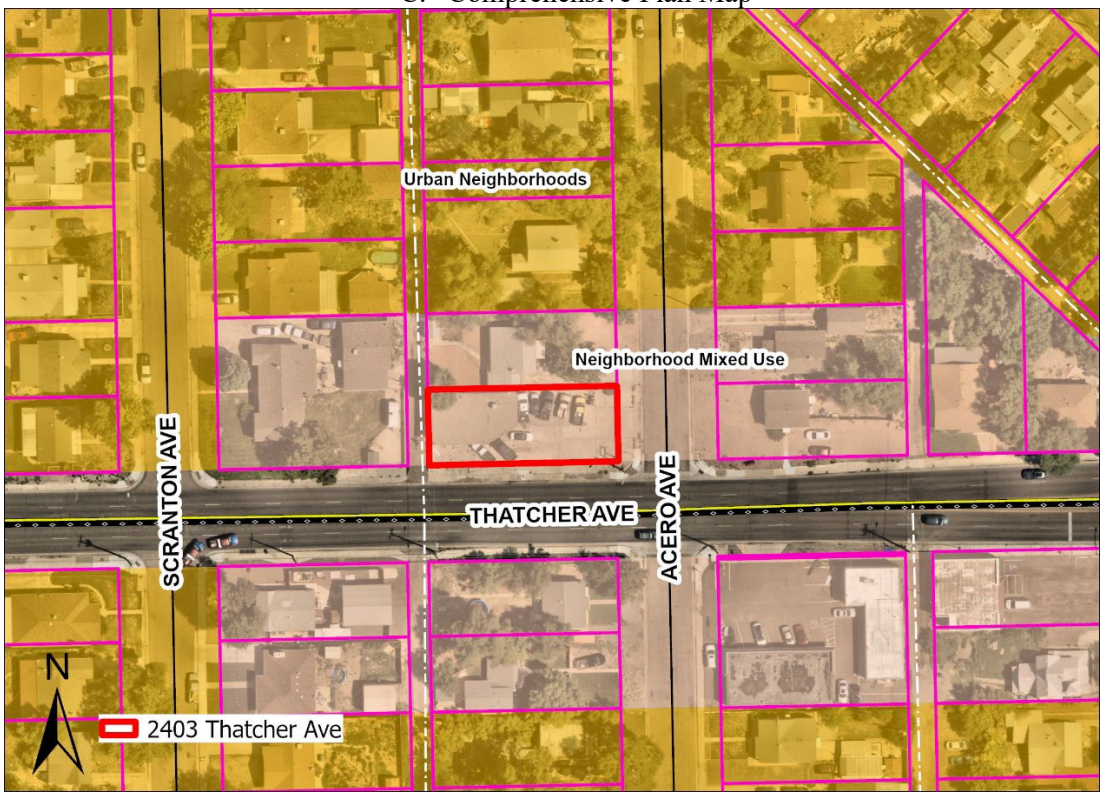



2403 Thatcher Ave
SCRANTON AVE
ACERO AVE
VETA AVE
THATCHER AVE
BELMONT AVE
N

B. Zoning Map


2403 Thatcher Ave
R3
B1
R2
B4
O1
SCRANTON AVE
ACERO AVE
VETA AVE
THATCHER AVE
BELMONT AVE
N

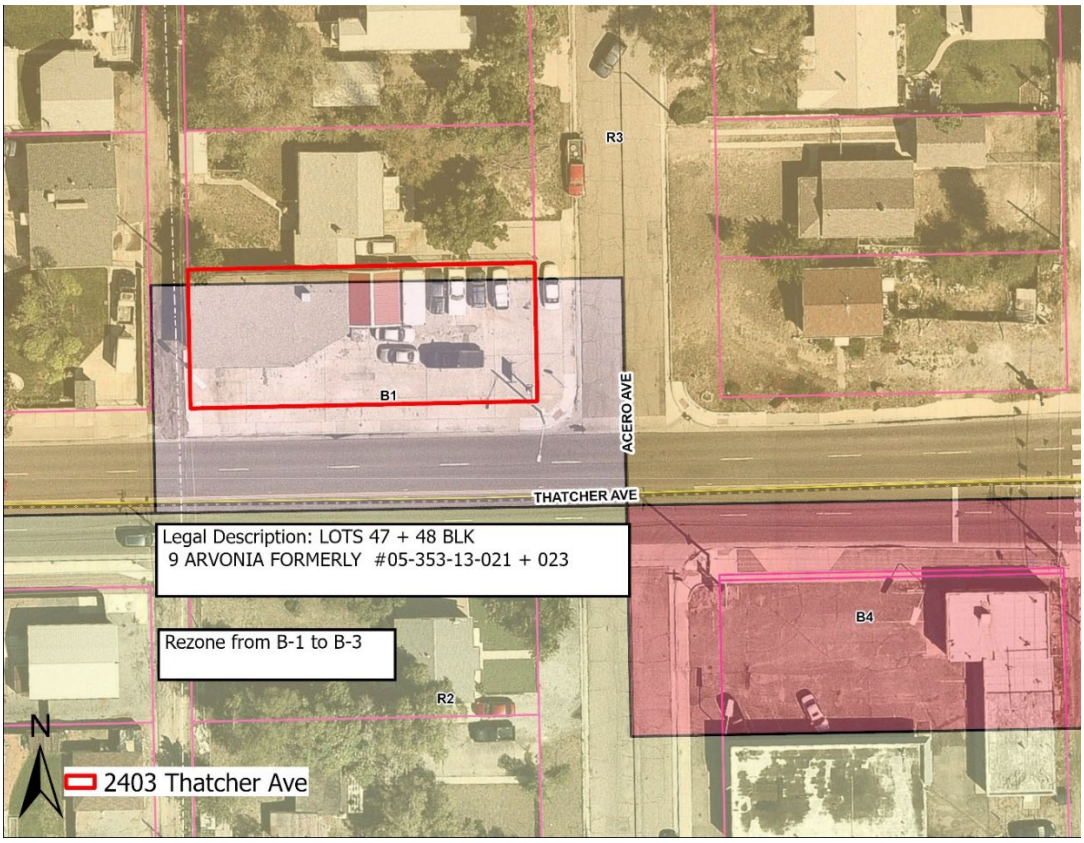
C. Comprehensive Plan Map



D. Site Photos, Public Notice



E. Zoning Exhibit


R3
B1
ACERO AVE
THATCHER AVE
Legal Description: LOTS 47 + 48 BLK
9 ARVONIA FORMERLY #05-353-13-021 + 023
Rezone from B-1 to B-3
B4
R2
N
2403 Thatcher Ave

F. Site Plan



G. Table of Uses

USE CATEGORIES	SPECIFIC USES (DEFINITION)	DEFINITION REFERENCE §17-2-2	USE STANDARDS	Zone Districts																				
				A-1	A-2	A-3	A-4	R-1	R-2	R-2U	R-3	R-4	R-5	R-6	R-7	R-8	RCN	O-1	B-1	B-2	B-3	B-4	B-P	CCN (Major)	CCN (Minor)
COMMERCIAL USES (CONT.)																									
Automobile Sales and Service (see Industrial Uses for large vehicle sales and service)	Automobile auction	(11)																					S		
	Automobile dealership	(12)																		S	P	P	P	S	
	Automobile rental	(13)																		S	P	P	P	P	
	Automobile repair, body shop	(14)a.																			S		P		
	Automobile repair, lube shop	(14)b.																	C	C	C	C	P	S	
	Automobile repair, paintless dent repair	(14)c.																	C	C	C	C	P		
	Automobile repair, repair shop	(14)d.																			C	C	P		
	Gas station	(61)												P					S	S	P	P	P	S	
	Pawnshop, automobile	(109)																			S	S	S		

March 24, 2025 **AMENDED**

The City Planning and Zoning Commission will hold a public hearing on a request from **Luke Wodiuk** for the approval of the following application:

Z-25-05: Rezone 0.14-acre parcel located at 2403 Thatcher Ave from Neighborhood Business (B-1) to Highway and Arterial Business (B-3) Zone District.

The Planning and Zoning Commission meeting will be held on **April 9th, 3:30 PM**, 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 Hannah Prinzi, Planner
(719) 553-2262

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Scott Hobson, Acting Director
Planning & Community Development
By Hannah Prinzi, Planner
(719) 553-2262

CASE NUMBER: Z-25-05

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 2403 Thatcher 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.

March 24, 2025
(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 2403 Thatcher Ave. upon which action is pending as set forth in the Code of Ordinances, Section 17-6-2.

March 24, 2025
(Date)

PUEBLO PLANNING & ZONING COMMISSION

By: Cindy Capuchin

Owner	OwnerStree	OwnerCity	Own	OwnerZip
503 ACERO LLC	503 ACERO AVE	PUEBLO	CO	81004-1334
ADAMS VICKY	436 ACERO AVE	PUEBLO	CO	81004-1333
ARIAS MINOR/MARIN ZULAY	431 ACERO AVE	PUEBLO	CO	81004-1332
BACA BRANDI R	516 ACERO AVE	PUEBLO	CO	81004-1335
BERCKEFELDT ELVIN OTTO JR	443 SCRANTON AVE	PUEBLO	CO	81004-1320
BRODERICK STREET HOMES LLC	300 MONTGOMERY ST ST	SAN FRANC	CA	94104-1925
CARRILLO ANDREW RAUL/CARRILLO EVELY	427 ACERO AVE	PUEBLO	CO	81004-1332
DENZLER ANDREW JOSEPH	424 ACERO AVE	PUEBLO	CO	81004-1333
DREIER J MICHAEL	PO BOX 2028	PUEBLO	CO	81004-0028
DRURY JOANNE R	430 SCRANTON AVE	PUEBLO	CO	81004-1321
FERRY CHARLES ANDREW/FERRY CYNTHIA	444 SCRANTON AVE	PUEBLO	CO	81004-1321
GALLARDO JESUS LEON / LEON GALLARDO	19794 E 49TH PL	DENVER	CO	80249-7516
GEORGE DEBORAH J	511 SCRANTON AVE	PUEBLO	CO	81004-1322
GREGG JAMES A/GREGG JODI C	515 SCRANTON AVE	PUEBLO	CO	81004-1322
GRIESAN NICHOLAS J	808 VETA AVE	PUEBLO	CO	81004-1358
GRUNDY EDWARD G	439 SCRANTON AVE	PUEBLO	CO	81004-1320
HAGER KEVIN L/HAGER GAIL A	421 ACERO AVE	PUEBLO	CO	81004-1332
HAMM JAMES L	508 ACERO AVE	PUEBLO	CO	81004-1335
HANKLA BILLY GENE	512 SCRANTON AVE	PUEBLO	CO	81004-1323
HEAD DONNA R/HEAD JOHN GARY	437 ACERO AVE	PUEBLO	CO	81004-1332
JOHNSON KATHY D	3101 VAIL AVE	PUEBLO	CO	81005-1352
JOHNSON NANCY V	726 VETA AVE	PUEBLO	CO	81004-1300
JOHNSON NANCY V	732 VETA AVE	PUEBLO	CO	81004-1356
KNOWLES DUSTIN KENNETH	10320 E RANCH GATE RD	SCOTTSDAI	AZ	85255-2315
LAVINE THOMAS E/LAVINE DEE M	PO BOX 7009	PUEBLO W	CO	81007-0009
LEVEL UP RENOVATIONS LLC	PO BOX 20138	COLORADC	CO	81019
LEWIS SAMANTHA A / LEWIS DERRELL P	428 ACERO AVE	PUEBLO	CO	81004-1333
LHAMON RONDA K	802 VETA AVE	PUEBLO	CO	81004-1358
LOZOYA LILIANA	505 BELMONT AVE	PUEBLO	CO	81004-1339
LUCERO JOE L	432 ACERO AVE	PUEBLO	CO	81004-1333
MARTINEZ ROGER L/AGUIRRE ADRIANA	2581 ELMWOOD LN	PUEBLO	CO	81005-2703
MEDINA LINDA M/VALDEZ ROSE	2072 VINEWOOD LN	PUEBLO	CO	81005-2529
MORAN JOHN	24 N RESEARCH DR STE C	PUEBLO W	CO	81007-4417
MUNOZ JANELLE K	505 SCRANTON AVE	PUEBLO	CO	81004-1322
OJEDA ALBERT	447 SCRANTON AVE	PUEBLO	CO	81004
OWENS JEFFREY	434 SCRANTON AVE	PUEBLO	CO	81004-1321
PALMER HUNTER DAVID CHARLES	518 SCRANTON AVE	PUEBLO	CO	81004-1323
PEACHEE MORDECAI JOHN/PEACHEE JUDY	3935 AQUA DR	PUEBLO	CO	81005-1174
POSADA INC	827 E 4TH ST	PUEBLO	CO	81001-3928
PUEBLO COMMERCIAL PROPERTIES LLC	137 S ROGERS WAY	GOLDEN	CO	80401-6520
RAMIREZ JOSE I/RAMIREZ ALBA B	2315 THATCHER AVE	PUEBLO	CO	81004-1325
RODMAN CURTIS LEE	515 ACERO AVE	PUEBLO	CO	81004-1334

S B H GOLD LTD	PO BOX 1400	PUEBLO	CO	81002-1400
SANCHEZ AMY L	2311 THATCHER AVE	PUEBLO	CO	81004-1325
SETSER TAMARA K	440 SCRANTON AVE	PUEBLO	CO	81004-1321
SMITH DONALL R/HURTIG SMITH AMY G	20 BARRINGTON CT	PUEBLO	CO	81005-3517
SOTO KATHRYN E	419 ACERO AVE	PUEBLO	CO	81004-1332
TARROW CHRIS A	736 VETA AVE	PUEBLO	CO	81004-1356
TOMS MANAGEMENT LLC	PO BOX 9600	PUEBLO	CO	81008-6020
WODIUK JOE	5412 STONEMOOR DR	PUEBLO	CO	81005-9712
WODIUK LUKE	516 ARDATH LN	PUEBLO	CO	81005-1402
YEAGER MARY	501 SCRANTON AVE	PUEBLO	CO	81004-1322

Docusign Envelope ID: A54FE09D-794F-42DE-B092-246E14B3F574

City Clerk's Office Item # S3

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: May 12, 2025

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 PARCEL 527000127 GENERALLY LOCATED NORTH OF WEST 11TH STREET AND WEST OF DONLEY PARK FROM R-2, SINGLE-FAMILY RESIDENTIAL ZONE DISTRICT TO R-5 MULTIPLE RESIDENTIAL AND OFFICE ZONE DISTRICT

SUMMARY:

The applicant is requesting to rezone approximately 31.81-acres on parcel 527000127, located generally north of West 11th Street and west of Donley Park from R-2, Single-Family Residential to R-5, Multiple-Residential and Office (R-5) Zone District to facilitate the development of multifamily residences.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The applicant is requesting to rezone 31.81-acres from Single-Family Residential (R-2) to Multiple-Residential and Office (R-5) Zone District to facilitate the development of multifamily residences. The parcel is generally located north of West 11th Street and west of Donley Park. It is vacant and unsubdivided. The applicant will have to subdivide the parcel before they can begin development.

The subject parcel is currently zoned R-2, which is designed to retain areas primarily for single-family development. The housing options allowed by-right in an R-2 Zone District is a single-family home, manufactured home, disabled home, and townhouse. A duplex is the highest density housing option allowed in an R-2, and it is only allowed as a use by-review. The applicant would be unable to develop multifamily residences at this subject parcel if it remained as an R-2 Zone District.

Docusign Envelope ID: A54FE09D-794F-42DE-B092-246E14B3F574

The Multiple-Residential and Office (R-5) Zone District is designed to retain and provide areas of high-density multifamily dwelling unit structures with limited commingling of professional offices and studios. It therefore allows more housing choice with higher density than the Single-Family (R-2) Zone District. R-5 also allows several commercial and mixed use, including beauty salons, offices, and religious institutions. Should the subject property be rezoned to R-5, the applicant could develop multifamily residences. Furthermore, the subject parcel is designated as Urban Neighborhood by the 2022 Regional Comprehensive Plan. Urban Neighborhood calls for higher density residences and a mix of housing types, including single-family homes, duplexes, and multi-family housing. According to the Comprehensive Plan, the density range for the Urban Neighborhood Future Land Use Area is “6 to 16 units per acre but could be higher in some locations. The total amount of the property that could be developed with residential units is dependent on the land that would be required to be utilized for streets, stormwater detention, landscaping, open space, parking, and public utilities ("public land and utility dedications.") based on a specific multi-family residential site plan. The remaining property that is not required for the public land and utility deductions could have a density of at least 16 units per acre.

The rezoning site is located adjacent to West 11th Street, which is classified as a minor arterial roadway. According to the City of Pueblo Roadway Classification Design Standards and Policies, minor arterial roadways provide for high-capacity roadways, which connect neighborhoods, areas, and regional features with many points of access. Generally high density residential, mixed commercial and residential uses, or commercial uses are suitable adjacent to arterial roadways.

FINANCIAL IMPLICATIONS:

There are no financial implications for the City.

BOARD/COMMISSION RECOMMENDATION:

The Planning and Zoning Commission, at their April 9, 2025, Regular Meeting, voted 7-0 to recommend approval.

STAKEHOLDER PROCESS:

The Planning Department sent out Notice of the Planning and Zoning Commission Public Hearing to all property owners located within 300 feet of the subject property.

A Public Notice poster was placed on the subject property 15 days prior to the Public Hearing.

ALTERNATIVES:

If City Council does not approve this Ordinance the 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:

Docusign Envelope ID: A54FE09D-794F-42DE-B092-246E14B3F574

Approval of the Ordinance.

ATTACHMENTS:

1. Z-25-04 Attachments

Docusign Envelope ID: A54FE09D-794F-42DE-B092-246E14B3F574

ORDINANCE NO. 10950

AN ORDINANCE AMENDING ZONING RESTRICTIONS TO REZONE PARCEL 527000127 GENERALLY LOCATED NORTH OF WEST 11TH STREET AND WEST OF DONLEY PARK FROM R-2, SINGLE-FAMILY RESIDENTIAL ZONE DISTRICT TO 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-2, Single-Family Residential Zone District to R-5, Multiple Residential and Office Zone District:

The Northwest Quarter of the Southeast Quarter of Section 27, Township 20 South, Range 65 West of the 6th P.M., County of Pueblo, State of Colorado, except those portions thereof described in Quitclaim Deed recorded September 08, 1982 in Book 2126 at Page 813, Warranty Deed recorded September 20, 1990 in Book 2515 at Page 889, Quit Claim Deed recorded March 25, 1993 in Book 2646 at Page 210 and Quitclaim Deeds recorded May 04, 2020 at Reception Nos. 2176994 and 2176996.

Also described as all of the Northwest Quarter of the Southeast Quarter of Section 27, Township 20 South, Range 65 West of the Sixth Principal Meridian lying North of 11th Street as described in that Warranty Deed recorded September 20, 1990 in Book 2515 at Page 889 in the records of Pueblo County.

Said Parcel contains 31.79± acres.

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.

Docusign Envelope ID: A54FE09D-794F-42DE-B092-246E14B3F574

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 April 28, 2025.

Final adoption of Ordinance by City Council on May 12, 2025.

DocuSigned by:
Mark Cliff
B7A4F51823AB462...
President of City Council

Action by the Mayor:

☐ Approved on 5/13/2025 | 12:13 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.

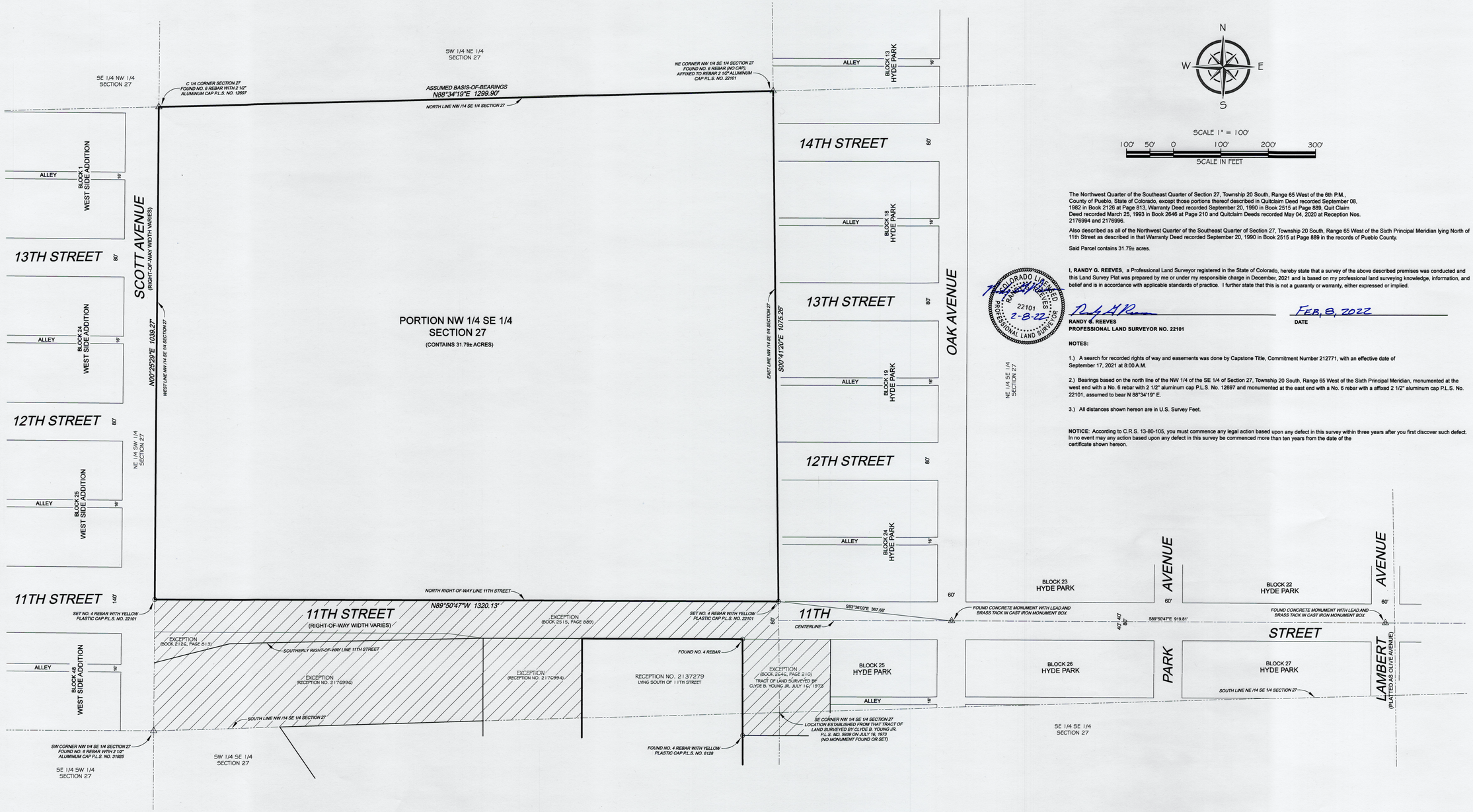
_____
President of City Council

ATTEST

Signed by:
Vince Petkosek
330F90D300E24F8...
Deputy City Clerk

LAND SURVEY PLAT

A PORTION OF THE NW 1/4 OF THE SE 1/4 OF SECTION 27, TOWNSHIP 20 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, PUEBLO COUNTY, COLORADO.



The Northwest Quarter of the Southeast Quarter of Section 27, Township 20 South, Range 65 West of the 6th P.M., County of Pueblo, State of Colorado, except those portions thereof described in Quitclaim Deed recorded September 08, 1982 in Book 2126 at Page 813, Warranty Deed recorded September 20, 1990 in Book 2515 at Page 889, Quit Claim Deed recorded March 25, 1993 in Book 2646 at Page 210 and Quitclaim Deeds recorded May 04, 2020 at Reception Nos. 2176994 and 2176996.

Also described as all of the Northwest Quarter of the Southeast Quarter of Section 27, Township 20 South, Range 65 West of the Sixth Principal Meridian lying North of 11th Street as described in that Warranty Deed recorded September 20, 1990 in Book 2515 at Page 889 in the records of Pueblo County.

Said Parcel contains 31.79± acres.

I, RANDY G. REEVES, a Professional Land Surveyor registered in the State of Colorado, hereby state that a survey of the above described premises was conducted and this Land Survey Plat was prepared by me or under my responsible charge in December, 2021 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.

COLORADO LICENSED RANDY G. REEVES 22101 2-8-22 PROFESSIONAL LAND SURVEYOR

Randy G. Reeves — FEB, 8, 2022

RANDY G. REEVES — **DATE**

PROFESSIONAL LAND SURVEYOR NO. 22101

NOTES:

1.) A search for recorded rights of way and easements was done by Capstone Title, Commitment Number 212771, with an effective date of September 17, 2021 at 8:00 A.M.

2.) Bearings based on the north line of the NW 1/4 of the SE 1/4 of Section 27, Township 20 South, Range 65 West of the Sixth Principal Meridian, monumented at the west end with a No. 6 rebar with 2 1/2" aluminum cap P.L.S. No. 12697 and monumented at the east end with a No. 6 rebar with a affixed 2 1/2" aluminum cap P.L.S. No. 22101, assumed to bear N 88°34'19" E.

3.) All distances shown hereon are in U.S. Survey Feet.

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.

NO.	DATE:	REVISIONS (COMMENTS)	CHECKED:

SHEET: 1 OF 1
DATE: 1-20-2022
SCALE: 1" = 100'

PROJECT: WILLIAM CRANE
DESCRIPTION: LAND SURVEY PLAT (N PAR)
FIELD: SB | JOB NUMBER: 2021-680
DRAWN: RMS | FILE NAME: 2021-680 LSP-N PAR
CHECKED: RGR | REF. JOB NO.

Cardinal Points Surveying Inc.
(719) 253-0874 - (719) 253-0878 fax
4601 Eagledrige Place, Suite 110
Pueblo, Colorado 81005

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Brett Boston
City Council Representative

city of PUEBLO colorado
Planning & Zoning Commission

Alexandar Aznar
Elizabeth Bailey
Cheryl Spinuzzi
James Salazar

MINUTES OF REGULAR MEETING

City of Pueblo, Colorado
Wednesday April 9, 2025 – 3:30 p.m.
City Council Chambers, 1 City Hall Place

The meeting was called to order at 3:30 PM with Chairman Mike Castellucci presiding.

Commissioners Present: Mike Castellucci, Patrick Avalos, Brett Boston, Alexandra Aznar, Lisa Bailey, and Cheryl Spinuzzi, James Salazar.

Commissioners Absent:

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

Staff Members Absent: None

Approval of the Agenda: Bailey motioned to approve the agenda as amended, continue CP-25-01, ODP-25-01 and Z-25-06 to the May 14th, 2025, meeting, seconded by Boston.

Motion Passed: 7-0

Public Hearings:

6. Z-25-04 Rezone: Parcel 527000127, 31.81 acres from Single-Family Residential (R-2) to Multiple-Residential and Office (R-5) Zone District. Staff Report by Hannah Prinzi, Planner

Hearing: Applicant Randy Thurston was sworn in and spoke in favor of the rezoning application. Being sworn in and speaking in opposition were: Jocelyn Martinez, and Nina Makloski. Ms. Makloski also presented Exhibit A with a petition of neighborhood signatures also in opposition.

Commission Action: Bailey moved to recommend the rezoning application to City Council seconded by Boston.

Motion Passed: 7-0.

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Brett Boston
City Council Representative

city of PUEBLO colorado
Planning & Zoning Commission

Alexandar Aznar
Elizabeth Bailey
Cheryl Spinuzzi
James Salazar

Z-25-04

TO:	City of Pueblo, Planning and Zoning Commission
FROM:	Hannah Prinzi, Planner
THROUGH:	Scott Hobson, Acting Director of Planning and Community Development
DATE:	April 9th, 2025
SUBJECT:	Rezone from Single-Family Residential (R-2) to Multiple-Residential and Office (R-5) Zone District
APPLICANT:	David Monassebian, Envision Pueblo
PROPERTY OWNER:	Envision Pueblo, LLC
LOCATION:	Parcel 527000127
CONCURRENT REQUESTS:	N/A

REQUEST:
Rezone 31.81 acres generally north of W 11th St and west of Donley Park from Single-Family Residential (R-2) to Multiple-Residential and Office (R-5) Zone District to facilitate the development of multifamily residences.

BACKGROUND AND ANALYSIS:

The applicant is requesting to rezone 31.81 acres from Single-Family Residential (R-2) to Multiple-Residential and Office (R-5) Zone District to facilitate the development of multifamily residences. The parcel is generally located north of W 11 St and east of Donley Park. It is vacant and unsubdivided. The applicant will have to subdivide the parcel before they can begin development.

The subject parcel is currently zoned R-2, which is designed to retain areas primarily for single-family development. The housing options allowed by-right in an R-2 Zone District is a single-family home, manufactured home, disabled home, and townhouse. A duplex is the highest density housing option allowed in an R-2, and it is only allowed as a use by-review. The applicant would be unable to develop multifamily residences at this subject parcel if it remained as an R-2 Zone District.

The Multiple-Residential and Office (R-5) Zone District is designed to retain and provide areas of high-density multifamily dwelling unit structures with limited commingling of professional offices and studios. It therefore allows more housing choice with higher density than the Single-Family (R-2) Zone District. R-5 also allows several commercial and mixed use, including beauty salons, offices, and religious institutions. Should the

subject property be rezoned to R-5, the applicant could develop multifamily residences. Furthermore, the subject parcel is designated as Urban Neighborhood by the 2022 Regional Comprehensive Plan. Urban Neighborhood calls for higher density residences and a mix of housing types, including single-family homes, duplexes, and multi-family housing. According to the Comprehensive Plan, the density range for the Urban Neighborhood Future Land Use Area is "6 to 16 units per acre but could be higher in some locations." Depending upon how the site is developed, the maximum gross density for the site, based on 16 units per acre, is 508.96 units. This calculation does not take into consideration land that must be dedicated to streets, landscaping, open space, parking, and public utilities. It is very unlikely that the applicant could achieve 508 units at the subject property.

The rezoning site is located adjacent to W 11th St, which is classified as a minor arterial roadway. According to the City of Pueblo Roadway Classification Design Standards and Policies, minor arterial roadways provide for high-capacity roadways, which connect neighborhoods, areas, and regional features with many points of access. Generally high density residential, mixed commercial and residential uses, or commercial uses are suitable adjacent to arterial roadways.

LAND USE AND PLANNING COMMENTS
CHARACTER AND COMPATIBILITY

Site Character:	The site is 31.81 acres of vacant and undeveloped land.	
Neighborhood Compatibility:	North	Government Use (S-1) and Single-Family Residential (R-2) Zone Districts; vacant land, Cesar Chaves Clubhouse, and Ersilia Cruz Park
	East	Single-Family Residential (R-2) Zone District; Single-family homes
	South	Agricultural Four (A-4) Zone District; Fire Protection Service
	West	Industrial (I-2), Agricultural Four (A-4), and Single-Family Residential (R-2) Zone Districts; telecommunications, and vacant land
Comprehensive Plan Compliance:	The subject site is designated as Urban Neighborhood by the Pueblo Regional Comprehensive Plan, 2022. Urban Neighborhoods are designed for centrally located neighborhoods and newer neighborhoods with a mix of housing types. This rezoning would facilitate new residential development adjacent to a single-family residential neighborhood platted with gridded streets. The proposed rezoning to facilitate infill residential development is in line with the the Comprehensive Plan.	

ZONING AMENDMENT TEST
The standard for accepting an amendment to the zoning map is that the proposed zoning action must either:
1) Further the goals and objectives of the comprehensive land use plan, or

❑ Comments **The Comprehensive Plan 2022 designates the subject property as an Urban Neighborhood, which supports higher density housing. The applicant intends to**

develop the property with multi-family residences and is therefore compatible with the Comprehensive Plan.

2) Show that the area has changed significantly since the adoption of the comprehensive land use plan

❑ Comments **Not Applicable**

3) Show that there was a mistake or error made in the original zoning of the property.

❑ Comments **Not Applicable**

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 the required 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 application contains the required information.**

The nature of the amendment and a legal description of the property that would be affected by the amendment.

❑ Comments **The application contains the required information.**

A statement of the facts which the applicant believes justify the amendment; provided; however, that when any amendment changing the zoning map is requested, the following additional information shall be furnished:

❑ Comments **The application contains the required information.**

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 application contains the required information.**

A tentative site plan showing proposed structures, uses, open spaces, facilities for parking and loading and arrangements for pedestrian and vehicular circulation.

❑ Comments **Not submitted**

A statement of the proposed time schedule for beginning and completion of development.

❑ Comments **Not submitted**

A statement reasonably indicating the applicant's economic responsibility and capability of accomplishing the development for which a zoning amendment is requested.

❑ Comments **Not submitted**

CONTEXT OF ZONE DISTRICT REQUIREMENTS PER §17-4-51(16) OF THE PMC:

Purpose of R-5 Zone District Standards:
The standards of the Multiple-Residential and Office (R-5) Zone District are designed to retain and provide areas of high-density multifamily dwelling unit structures with limited commingling of professional offices and studios. The district allows a range of housing options, including a one-family residence, duplex, condominium, and multifamily residence given the housing is accompanied by appropriate off-street parking spaces and landscaping.

RECOMMENDED ACTION:
If the Planning and Zoning Commission makes the necessary findings, a recommendation to City Council for approval of the rezone request is appropriate.

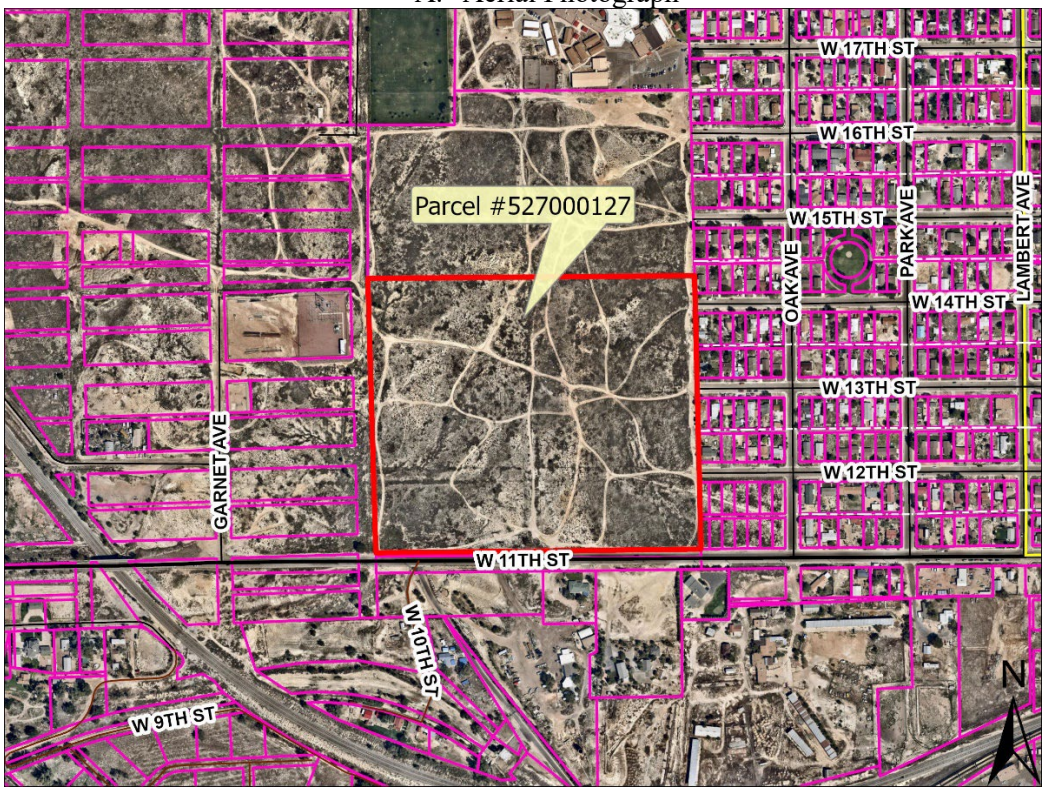
REFERRAL AGENCIES AND COMMENTS:

- City Public Works- No Comment
- City Transportation- No Comment
- City Law Department- No Comment
- Pueblo Regional Building Department- No Comment. Permits (and plan review where needed) will be required for any new construction or modification.
- City Fire Department- No Comment.
- City Wastewater- No Comment. Wastewater is comfortable moving forward with the rezoning after the applicant acknowledged they would be responsible for offsite improvements due to insufficient capacity of the existing mains caused by flows generated from the development.
- City Stormwater-No comment
- City Parks and Recreation Department- No Comment
- Xcel Energy- No Comment
- Black Hills Energy- No Comment
- CDOT- No Comment

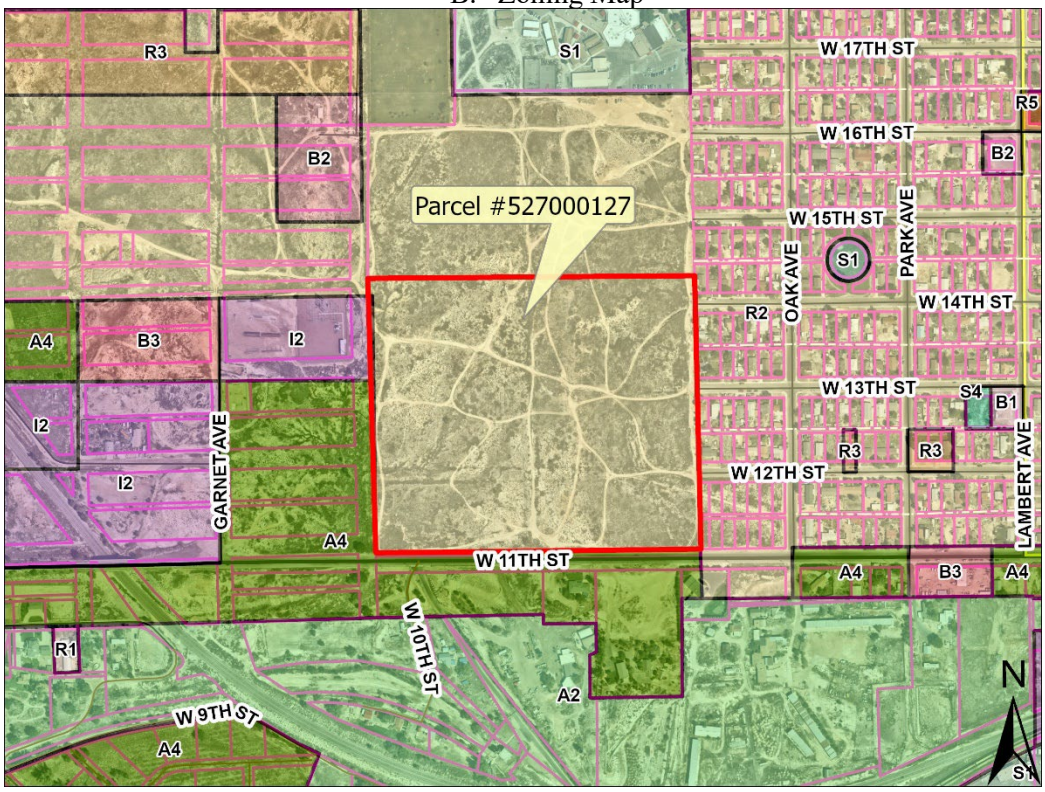
ATTACHMENTS:

A. Aerial Photograph
B. Zoning Map
C. Comprehensive Plan Map
D. Site Photographs
E. Zoning Exhibit
F. Site Plan

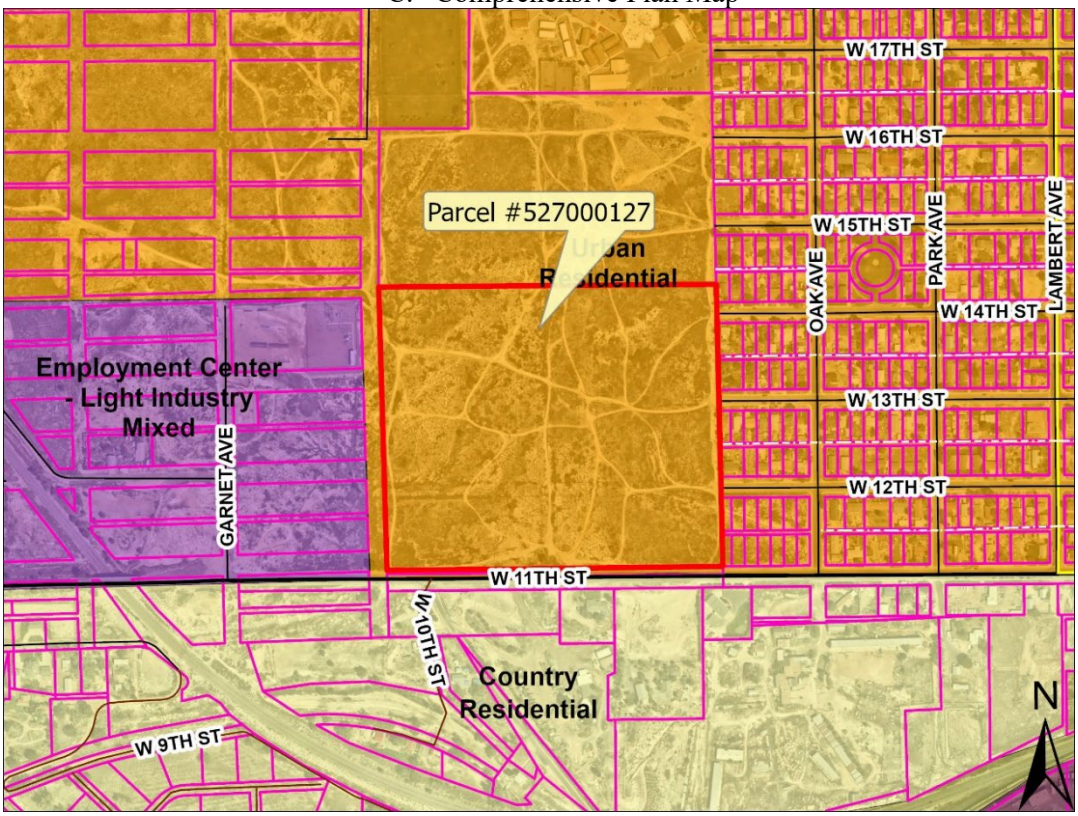
A. Aerial Photograph



B. Zoning Map



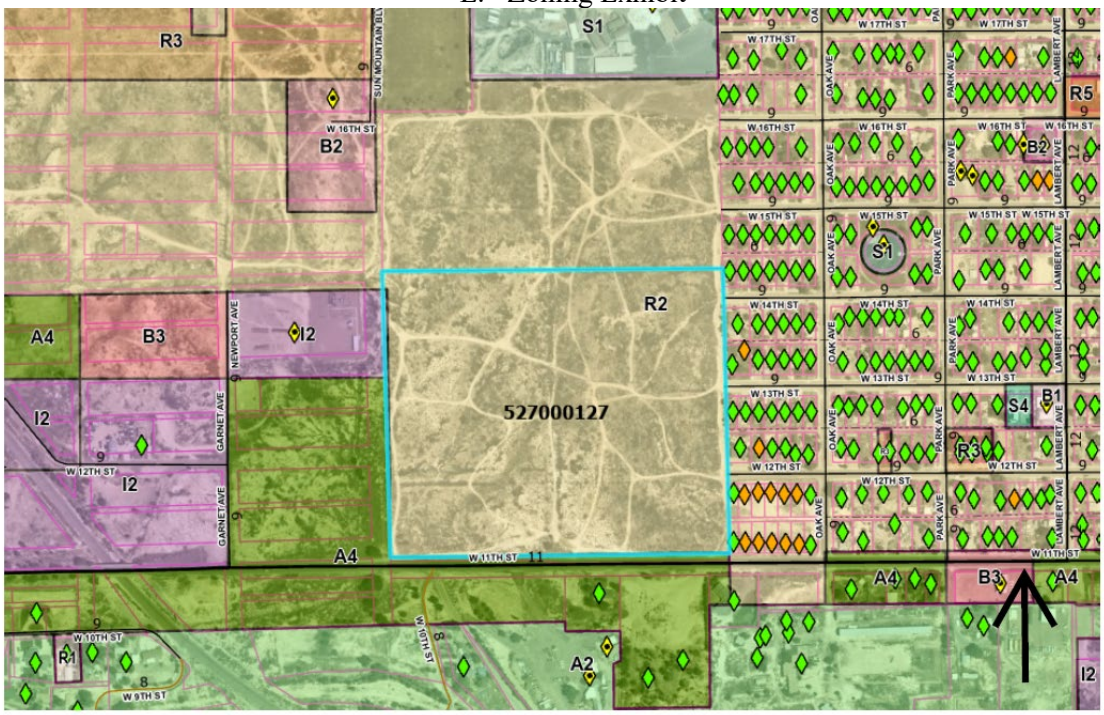
C. Comprehensive Plan Map



D. Site Photos, Public Notice



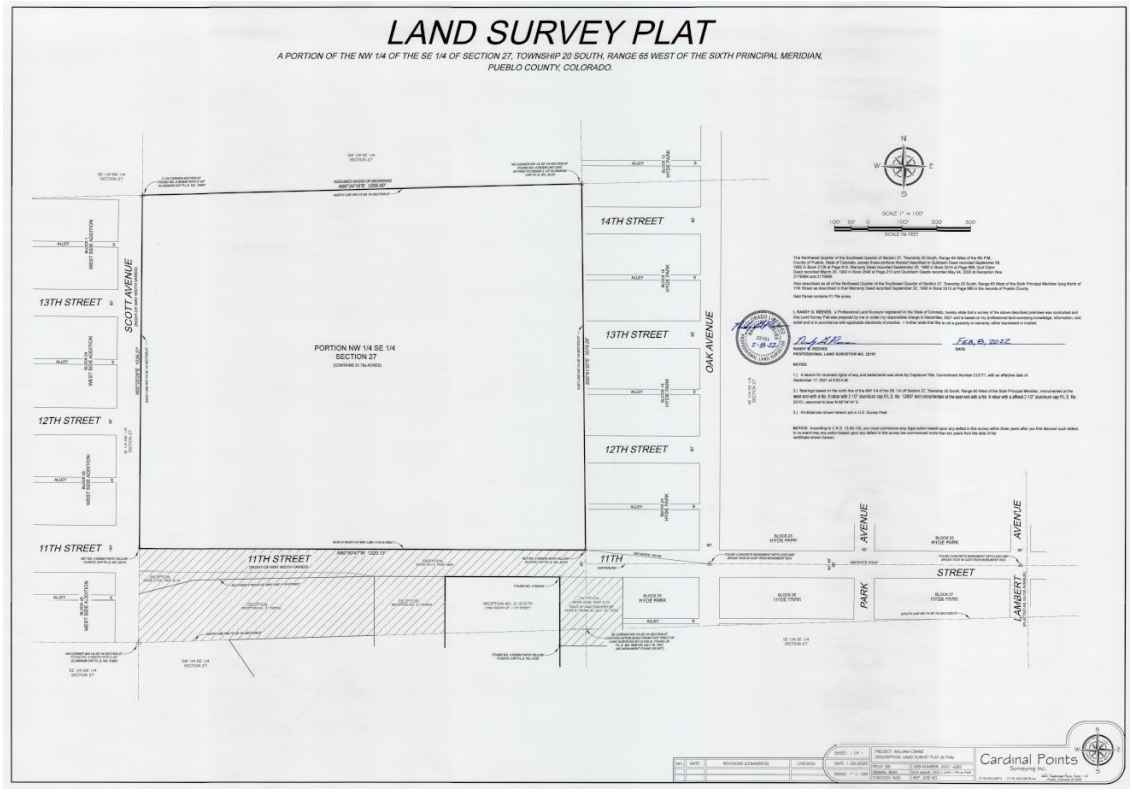
E. Zoning Exhibit



Legal Description: NW 1/4 SE 1/4 LESS 3.123A + LESS 0.278A SOLD 27-20-65 FORMERLY 527000117

Rezone from R-2 to R-5

F. Site Plan



March 24, 2025 **AMENDED**

The City Planning and Zoning Commission will hold a public hearing on a request from **David Monassebian** for the approval of the following application:

Z-25-04: Rezone parcel 527000127, 31.81 acres from Single-Family Residential (R-2) to Multiple-Residential and Office (R-5) Zone District.

The Planning and Zoning Commission meeting will be held on **April 9th, 3:30 PM**, 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 Hannah Prinzi, Planner
(719) 553-2262

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Scott Hobson, Acting Director
Planning & Community Development
By Hannah Prinzi, Planner
(719) 553-2262

CASE NUMBER: Z-25-04

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 2704 W. 11th 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.

March 24, 2025
(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 2704 W. 11th. upon which action is pending as set forth in the Code of Ordinances, Section 17-6-2.

March 24, 2025
(Date)

PUEBLO PLANNING & ZONING COMMISSION
By: Cindy Capuchin

Owner	OwnerStree	OwnerCity	Own	OwnerZip
2402 WEST 13TH ST LLC	4351 S LITTLE BURNT MI	PUEBLO	CO	81004-8734
ALVAREZ ROBERT	2409 W 13TH ST	PUEBLO	CO	81003-1116
BOARD OF WATER WORKS OF PUEBLO	PO BOX 400	PUEBLO	CO	81002-0400
CENTEL CORPORATION	115 W 2ND ST	PUEBLO	CO	81003-3223
COLORADO RADIO MARKETING LLC	3824 CEDAR SPRINGS RD	DALLAS	TX	75219-4136
CORDOVA AMIE LYNN	2410 W 13TH ST	PUEBLO	CO	81003-1117
CRAIN WILLIAM J	2704 W 11TH ST	PUEBLO	CO	81003-1178
DRUMMOND CHRISTINA L	2404 W 14TH ST	PUEBLO	CO	81003-1124
EDWARDS EUGENE T SR/ + EDWARDS PATRICIA				81003-
FERNE GRIGG	2900 W 11TH ST	PUEBLO	CO	3909
ENVISION PUEBLO LLC	8 BARSTOW RD APT 7I	GREAT NEC	NY	11021-3548
FERGUSON BOBBIE	8164 S RIVER RD	MARINE CI	MI	48039-3331
GARCIA JEIMMY S	5545 ANAHEIM WAY	DENVER	CO	80239-3734
HILL STEPHEN	2402 W 14TH ST	PUEBLO	CO	81003-1124
HINSLEY WILBURN DALE + ZYLSTRA RUTH ANNE ,	1234 W 15TH ST	PUEBLO	CO	81003
HOLLOWAY JENNA	2401 W 14TH ST	PUEBLO	CO	81003-1123
HOUSH PHYLLIS I	2413 W 13TH ST	PUEBLO	CO	81003-1116
JONES MAUREEN	2407 W 14TH ST	PUEBLO	CO	81003-1123
K R S LIVING TRUST DATED 4/24/20	3849 CARLILE AVE	PUEBLO	CO	81005-1113
MAKLOSKI RAYMOND A/MAKLOSKI NINA L	2620 W 11TH ST	PUEBLO	CO	81003-1172
MEAD ANDREW JOE CANAN	3102 MC CORMICK AVE	PUEBLO	CO	81001-4247
MEDINA JOSE F	2615 VINEWOOD LN	PUEBLO	CO	81005-3370
MOLINA ARTURO Z/MOLINA DAMIAN J	2402 W 15TH ST	PUEBLO	CO	81003-1132
NAUMAN APRIL S	2412 W 15TH ST	PUEBLO	CO	81003-1132
NAVA JOSE	2407 W 12TH ST	PUEBLO	CO	81003-1109
NEARLY CREATIVE HOMES LLC + CANDICE JACKSON TRUSTEE	6660 DELMONICO D	COLORADO SPRINGS	CO	80919-1899
OTERO CRYSTAL	2405 W 12TH ST	PUEBLO	CO	81003-1109
PACHECO ALBERT B/PACHECO THERESA Y	2409 W 14TH ST	PUEBLO	CO	81003-1123
PUEBLO RANGERS INC	2280 FALLVIEW DR	PUEBLO	CO	81006-1724
RAEL JUANITA/MORALES MANUEL F	2404 W 13TH ST	PUEBLO	CO	81003-1117
ROCKY MOUNTAIN BUILDING AND LOAN IN	4423 VALLI VISTA RD	COLORADC	CO	80915-1037
SAB PROPERTY SALES + MANAGEMENT CO	PO BOX 3454	PUEBLO	CO	81005
SANCHEZ LEE/SANCHEZ RUSSELL B	745 JACKSON ST	PUEBLO	CO	81004-1711
SKELTON JACOB / SKELTON EMMA	2405 W 13TH ST	PUEBLO	CO	81003-1116
SPENCE KENNETH C/SPENCE JENNIFER	2403 W 14TH ST	PUEBLO	CO	81003-1123
SPINUZZI TERRY L	2900 W 11TH ST	PUEBLO	CO	81003-3909
STATE OF COLORADO	1313 SHERMAN ST STE 6	DENVER	CO	80203-2291
STIDHAM JANETTE S	2407 W 13TH ST	PUEBLO	CO	81003-1116
SUMNER ROSANNE MARIE	2408 W 13TH ST	PUEBLO	CO	81003-1117
TAFOYA DEBRA S/TAFOYA GILBERT	2410 W 14TH ST	PUEBLO	CO	81003-1124
TAFOYA GILBERT D + C/O DEBORAH TAFOYA	1003 W 12TH ST	PUEBLO	CO	81003-2040
THOMAS MONIQUE R	2408 W 15TH ST	PUEBLO	CO	81003-1132
TOTAL BUILDING CONCEPTS LLC	1510 LA SALLE RD	PUEBLO	CO	81006-1230

TOTAL BUILDING CONCEPTS LLC	66 N LASER DR	PUEBLO W	CO	81007-1400
TRUJILLO FRANK L	2412 W 13TH ST	PUEBLO	CO	81003-1117
VIGIL BOBBY	2403 W 12TH ST	PUEBLO	CO	81003-1109
VIGIL FRED	29173 WINDROW DR	PUEBLO	CO	81006-9631
W L ENTERPRISES LTD	PO BOX 9024	PUEBLO	CO	81008-0024
WARD TANYA S	233 E ARVADA ST APT 21	COLORADC	CO	80905-7460
WATKINS KEVIN L	2406 W 13TH ST	PUEBLO	CO	81003-1117

Docusign Envelope ID: A54FE09D-794F-42DE-B092-246E14B3F574

City Clerk's Office Item # S4

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: May 12, 2025

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 CHANGING THE STREET NAME OF CASTOR DRIVE TO MERLIN DRIVE

SUMMARY:

The City is requesting to change the name of Castor Drive to Merlin Drive.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The City is requesting this Street Name Change, as well as case SNC-25-02, in the North Vista Highlands PUD area to correct platted street names that are no longer appropriate before any residential development occurs and properties are addressed on these streets. The proposed Merlin Drive was initially planned to intersect with the existing Castor Drive, a residential street that runs north and south through the University Park Filing 18 Subdivision. Now, since the existing and platted roads will not connect, the street name must be changed so that there are not two distinct, unrelated roads in the city with the same name. The proposed Merlin Drive extends east from Cedarweed Boulevard (proposed Blackhawk Dr) to El Principio Drive. No properties are currently addressed on this street, so staff anticipates no issues with the proposal.

FINANCIAL IMPLICATIONS:

There are no financial implications for the City.

BOARD/COMMISSION RECOMMENDATION:

The Planning and Zoning Commission, at their April 9th, 2025 Regular Meeting, voted 7-0 to recommend approval.

Docusign Envelope ID: A54FE09D-794F-42DE-B092-246E14B3F574

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 current street name would remain.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. SNC-25-01 Attachments

Docusign Envelope ID: A54FE09D-794F-42DE-B092-246E14B3F574

ORDINANCE NO. 10951

AN ORDINANCE CHANGING THE STREET NAME OF CASTOR DRIVE TO MERLIN DRIVE

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

SECTION 1.

The street known as Castor Drive is hereby changed to Merlin Drive.

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 April 28, 2025.

Final adoption of Ordinance by City Council on May 12, 2025.

DocuSigned by:
Mark Aliff
B7A4F51823AB402...
President of City Council

Action by the Mayor:

☐ Approved on 5/13/2025 | 12:13 PM MDT:

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

Signed by:
3A85950B7BCA402...
Mayor

Docusign Envelope ID: A54FE09D-794F-42DE-B092-246E14B3F574

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:
Vince Petkosek
330F90D300E24F8...

_____
Deputy City Clerk

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Brett Boston
City Council Representative

city of PUEBLO colorado
Planning & Zoning Commission

Alexandar Aznar
Elizabeth Bailey
Cheryl Spinuzzi
James Salazar

MINUTES OF REGULAR MEETING

City of Pueblo, Colorado
Wednesday April 9, 2025 – 3:30 p.m.
City Council Chambers, 1 City Hall Place

The meeting was called to order at 3:30 PM with Chairman Mike Castellucci presiding.

Commissioners Present: Mike Castellucci, Patrick Avalos, Brett Boston, Alexandra Aznar, Lisa Bailey, and Cheryl Spinuzzi, James Salazar.

Commissioners Absent:

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

Staff Members Absent: None

Approval of the Agenda: Bailey motioned to approve the agenda as amended, continue CP-25-01, ODP-25-01 and Z-25-06 to the May 14th, 2025, meeting, seconded by Boston.

Motion Passed: 7-0

Public Hearings:

1. SNC-25-01 Street Name Change, Castor Dr. to Merlin Dr. Generally located between Cedarweed Blvd and El Principio Dr in the North Vista Highlands Fil. 5 Subdivision. Staff Report by Mikaylin Hackley, Planner

Hearing: Applicant City of Pueblo, swearing in not applicable. No one appeared in opposition.

Commission Action: Bailey moved to recommend the Street Name Change application to City Council seconded by Spinuzzi.

Motion Passed: 7-0

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Brett Boston
City Council Representative

city of PUEBLO colorado
Planning & Zoning Commission

Alexandar Aznar
Elizabeth Bailey
Cheryl Spinuzzi
James Salazar

SNC-25-01

TO:	City of Pueblo, Planning and Zoning Commission
FROM:	Mikaylin Hackley, Planner
THROUGH:	Scott Hobson, Acting Director of Planning and Community Development
DATE:	April 9, 2025
SUBJECT:	Street Name Change, Castor Dr. to Merlin Dr.
APPLICANT:	City of Pueblo
PROPERTY OWNER:	City of Pueblo
LOCATION:	Generally located between Cedarweed Blvd and El Principio Dr in the North Vista Highlands Fil. 5 Subdivision
EXISTING ZONE:	Not Applicable
CONCURRENT CASES:	SNC-25-02

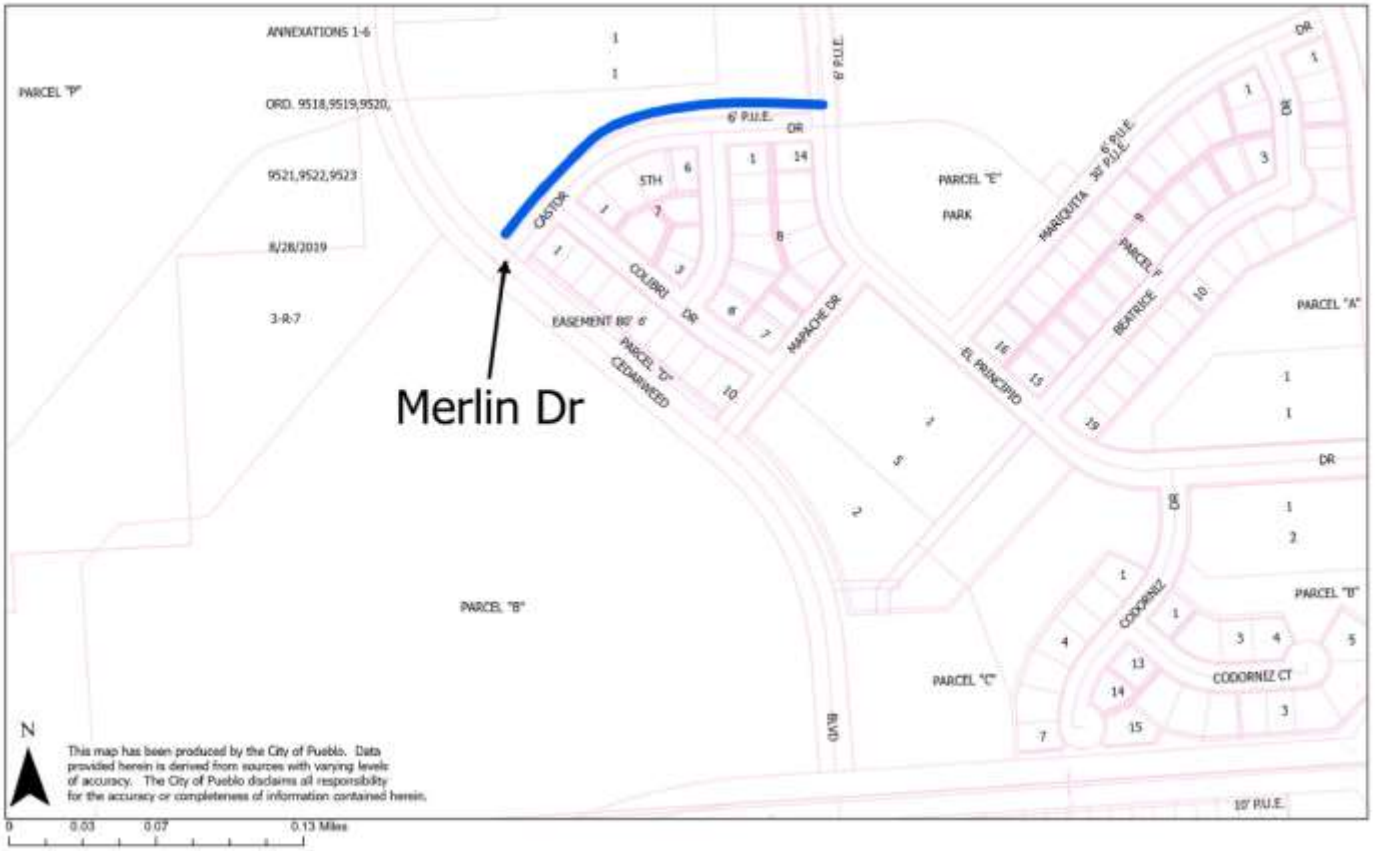
Applicable Regulations:
Sec. 12-5-1 through 6 of the Pueblo Municipal Code (PMC) concerning vacations of streets, alleys, etc.

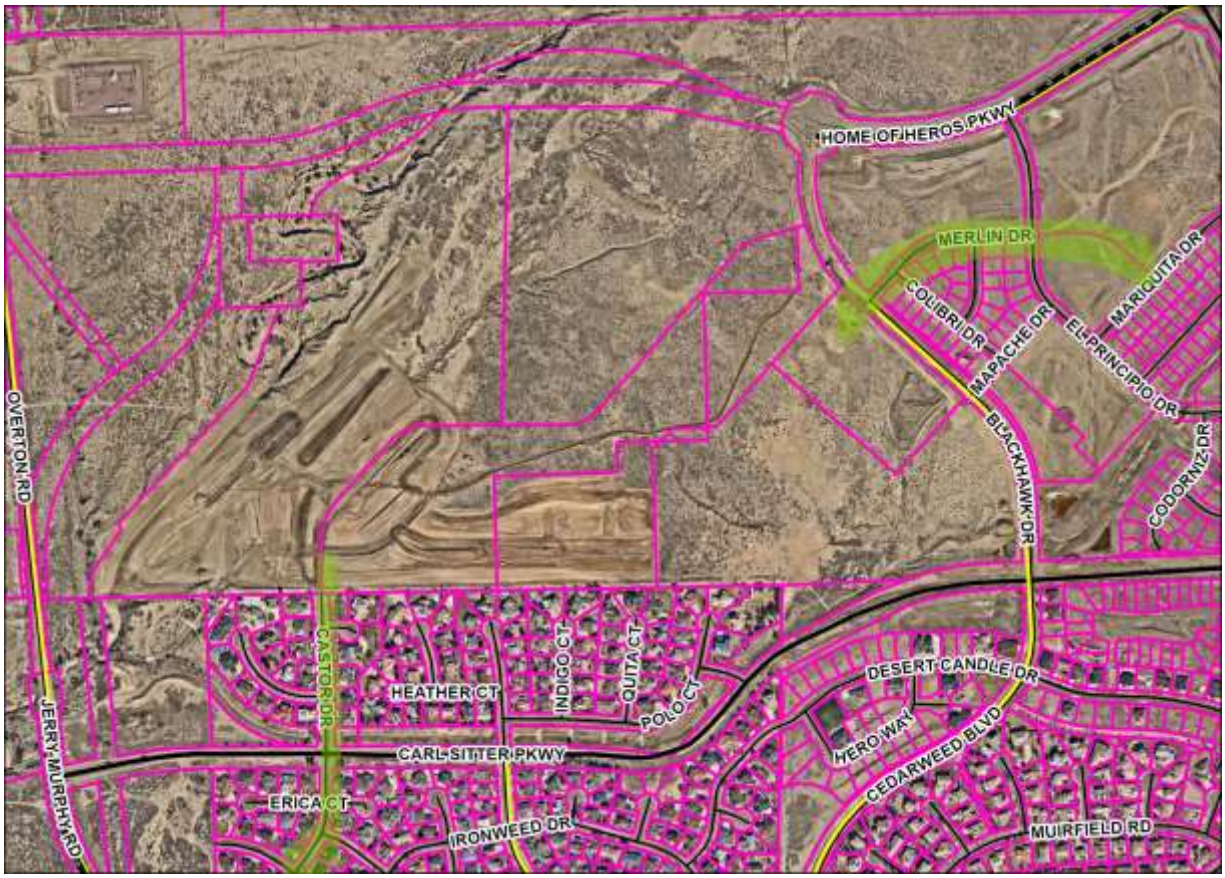
Request and Staff Findings:
The city is requesting this Street Name Change, as well as case SNC-25-02, in the North Vista Highlands PUD area to correct platted street names that are no longer appropriate before any residential development occurs and properties are addressed off of these streets. The proposed Merlin Dr. was initially planned to intersect with the existing Castor Dr, a residential street that runs north and south through the University Park Fil. 18 Subdivision. Now, since the existing and platted roads will not connect, the street name must be changed so that there are not two distinct, unrelated roads in the city with the same name.

The proposed Merlin Dr. extends east from Cedarweed Blvd (proposed Blackhawk Dr) to El Principio Dr. No properties are currently addressed on this street, so staff anticipates no issues with the proposal.

Recommended Action:
If the Planning and Zoning Commission finds the proposed Street Name Change is appropriate, a recommendation to change the street name should be forwarded to City Council.

SNC Map Exhibit:





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: Andrew Hayes	
Company		Company: City of Pueblo	
Address: N/A	Zip:	Address: 211 E D St, Pueblo	Zip: 81003
Phone: ( )		Phone: (719) 553 2267	
Email:		Email: ahayes@pueblo.us	
Engineer		**Surveyor**	
Name:		Name:	
Company:		Company:	
Address: N/A	Zip:	Address: N/A	Zip:
Phone: ( )		Phone: ( )	
Email:		Email:	

The applicant will be the primary contact unless otherwise noted.

Property Info

Project Location: (address or general description) Castor Dr between Cedarweed Blvd and El Principio Dr

Parcel No(s): N/A

Existing Zone: N/A | Proposed Zone (if applicable): N/A

PUD Name (if applicable): N/A

Project Scope

Project Name:

- ☐ 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: Caster Dr Proposed Name: Merlin Dr
- ☐ Subdivision: # of lots: _____ Total acres: _____
- ☐ 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:
Street name change of Castor Dr between Cedarweed Blvd and El Principio Dr to Merlin Dr

What is the total acreage included in the project? N/A

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:	Andrew Hayes, Dir. of Public Works	
Signature:	[signature]	Date: 1/30/25

Applicant, if different from Property Owner

Print Name:	Andrew Hayes, Dir. of Public Works	
Signature:	[signature]	Date: 1/30/25

Office Use Only

Zoning Compliance (Completed by City Staff)

Application checked for completeness by:	Date:	Fee Paid:

5/2020

Docusign Envelope ID: A54FE09D-794F-42DE-B092-246E14B3F574

City Clerk's Office Item # S5

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: May 12, 2025

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 CHANGING THE STREET NAME OF CEDARWEED BOULEVARD TO BLACKHAWK DRIVE

SUMMARY:

The City is requesting to change the name of Cedarweed Boulevard to Blackhawk Drive.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The City is requesting this Street Name Change, as well as case SNC-25-01, in the North Vista Highlands PUD area to correct platted street names that are no longer appropriate before any residential development occurs and properties are addressed on these streets. Staff has concerns with future addressing on the subject street because addressing on the existing Cederweed Boulevard increases from north to south, which is inconsistent with the nearby neighborhood, where address numbers increase from south to north. Though the City typically would not change the name of a portion of a continuous street, GIS and Public Works staff believe that changing the street name at the Carl Sitter Parkway intersection, thus correcting this addressing issue, is the best option to minimize confusion. The proposed Blackhawk Drive extends south from Home of Heroes Parkway between the North Vista Highlands Filing 5 and Filing 1 areas and would change to Cedarweed Boulevard at the intersection of Carl Sitter Parkway. No properties are currently addressed on this portion of the street, so staff anticipates no issues with the proposal.

FINANCIAL IMPLICATIONS:

There are no financial implications for the City.

Docusign Envelope ID: A54FE09D-794F-42DE-B092-246E14B3F574

BOARD/COMMISSION RECOMMENDATION:

The Planning and Zoning Commission, at their April 9th, 2025 Regular Meeting, voted 7-0 to recommend approval.

STAKEHOLDER PROCESS:

The Planning Department sent out Notice of the Planning and Zoning Commission Public Hearing to all property owners located within 300 feet of the subject property.

A Public Notice poster was placed on the subject property 15 days prior to the Public Hearing.

ALTERNATIVES:

If City Council does not approve this Ordinance, the current street name would remain.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. SNC-25-02 Attachments

Docusign Envelope ID: A54FE09D-794F-42DE-B092-246E14B3F574

ORDINANCE NO. 10952

AN ORDINANCE CHANGING THE STREET NAME OF CEDARWEED BOULEVARD TO BLACKHAWK DRIVE

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

SECTION 1.

The street known as Cedarweed Boulevard is hereby changed to Blackhawk Drive.

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 April 28, 2025.

Final adoption of Ordinance by City Council on May 12, 2025.

DocuSigned by:
Mark Aliff
B7A4F51823AB402...
President of City Council

Action by the Mayor:

☐ Approved on 5/13/2025 | 12:13 PM MDT.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

Signed by:
3A85950B7BCA462...
Mayor

Docusign Envelope ID: A54FE09D-794F-42DE-B092-246E14B3F574

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:
Vince Petkosek
330F90D300E24F8...
_____
Deputy City Clerk

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Brett Boston
City Council Representative

city of PUEBLO colorado
Planning & Zoning Commission

Alexandar Aznar
Elizabeth Bailey
Cheryl Spinuzzi
James Salazar

MINUTES OF REGULAR MEETING

City of Pueblo, Colorado
Wednesday April 9, 2025 – 3:30 p.m.
City Council Chambers, 1 City Hall Place

The meeting was called to order at 3:30 PM with Chairman Mike Castellucci presiding.

Commissioners Present: Mike Castellucci, Patrick Avalos, Brett Boston, Alexandra Aznar, Lisa Bailey, and Cheryl Spinuzzi, James Salazar.

Commissioners Absent:

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

Staff Members Absent: None

Approval of the Agenda: Bailey motioned to approve the agenda as amended, continue CP-25-01, ODP-25-01 and Z-25-06 to the May 14th, 2025, meeting, seconded by Boston.

Motion Passed: 7-0

Public Hearings:

2. SNC-25-02 Street Name Change, a portion of Cedarweed Blvd to Blackhawk Dr. Generally located between Carl Sitter Pkwy and Home of Heroes Pkwy in the North Vista Highlands Fil. 5 Subdivision. Staff Report by Mikaylin Hackley, Planner.

Hearing: Applicant City of Pueblo, swearing in not applicable. No one appeared in opposition.

Commission Action: Bailey moved to recommend the Street Name Change application to City Council seconded by Avalos.

Motion Passed: 7-0.

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Brett Boston
City Council Representative

city of PUEBLO colorado
Planning & Zoning Commission

Alexandar Aznar
Elizabeth Bailey
Cheryl Spinuzzi
James Salazar

SNC-25-02

TO:	City of Pueblo, Planning and Zoning Commission
FROM:	Mikaylin Hackley, Planner
THROUGH:	Scott Hobson, Acting Director of Planning and Community Development
DATE:	April 9, 2025
SUBJECT:	Street Name Change, a portion of Cedarweed Blvd to Blackhawk Dr.
APPLICANT:	City of Pueblo
PROPERTY OWNER:	City of Pueblo
LOCATION:	Generally located between Carl Sitter Pkwy and Home of Heroes Pkwy in the North Vista Highlands Fil. 5 Subdivision.
EXISTING ZONE:	Not Applicable
CONCURRENT CASES:	SNC-25-01

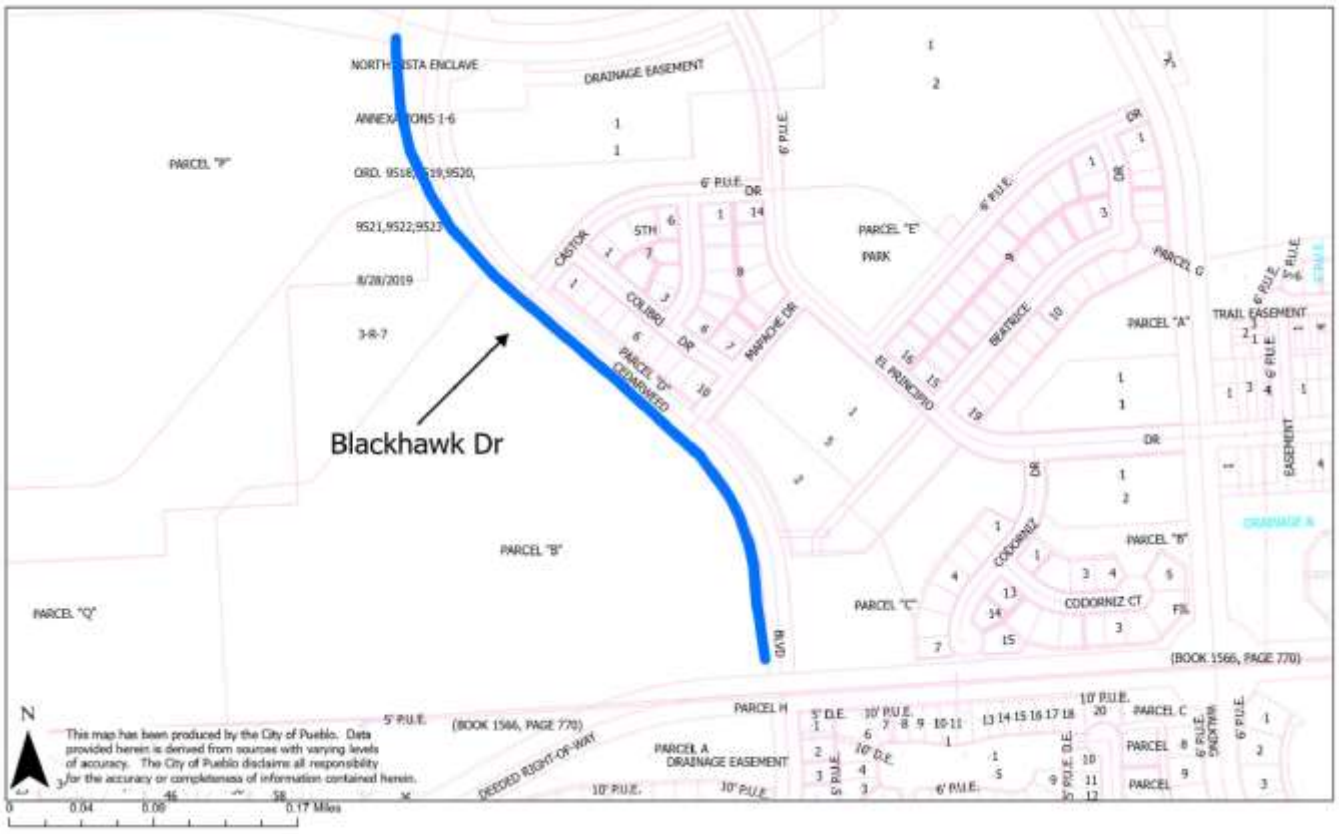
Applicable Regulations:
Sec. 12-5-1 through 6 of the Pueblo Municipal Code (PMC) concerning vacations of streets, alleys, etc.

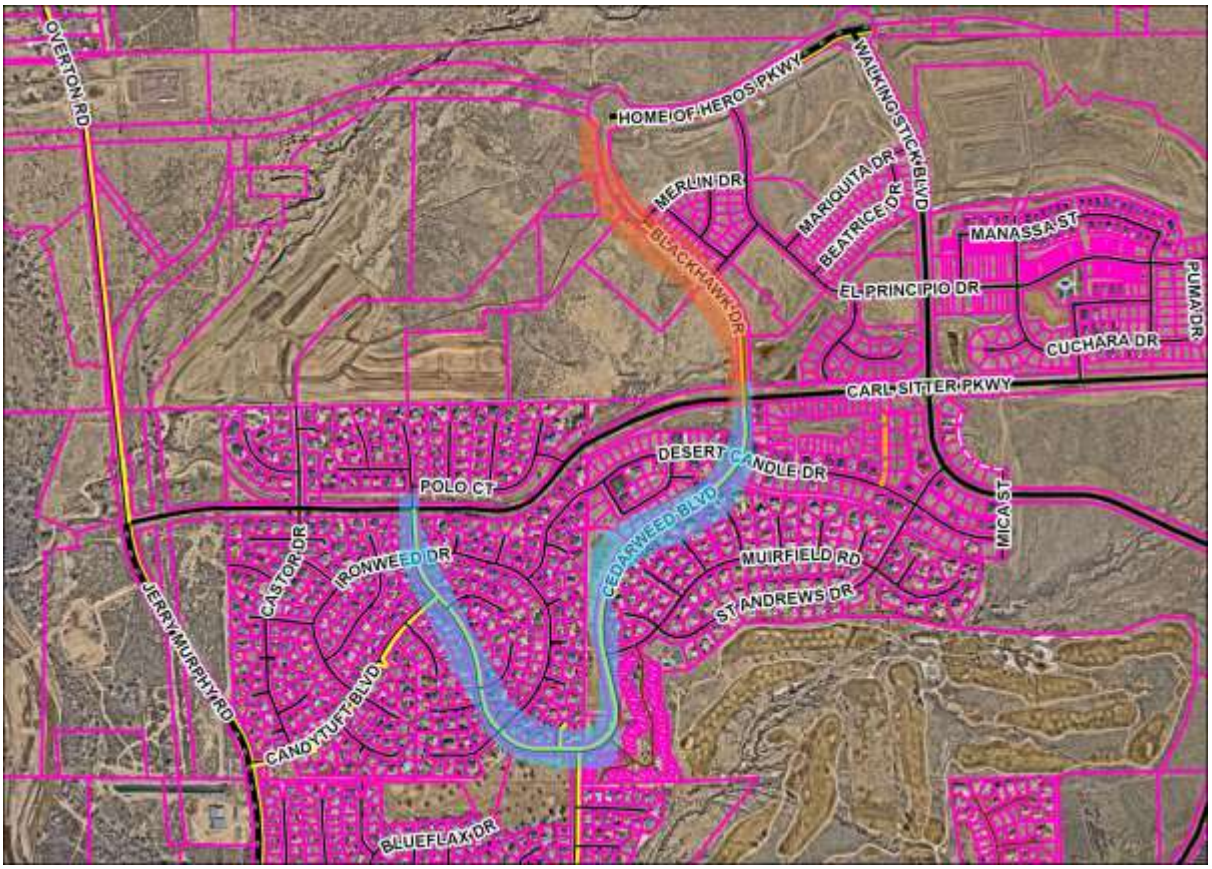
Request and Staff Findings:
The city is requesting this Street Name Change, as well as case SNC-25-01, in the North Vista Highlands PUD area to correct platted street names that are no longer appropriate before any residential development occurs and properties are addressed off of these streets. Staff has concerns with future addressing on the subject street (see attached memo) because addressing on the existing Cederweed Blvd increases from north to south, which is inconsistent with the nearby neighborhood, where address numbers increase from south to north. Though the City typically would not change the name of a portion of a continuous street, GIS and Public Works staff believe that changing the street name at the Carl Sitter Pkwy intersection, thus correcting this addressing issue, is the best option to minimize confusion.

The proposed Blackhawk Dr. extends south from Home of Heroes Pkwy between the North Vista Highlands Filing 5 and Filing 1 areas and would change to Cedarweed Blvd at the intersection of Carl Sitter Pkwy. No properties are currently addressed on this portion of the street, so staff anticipates no issues with the proposal.

Recommended Action:
If the Planning and Zoning Commission finds the proposed Street Name Change is appropriate, a recommendation to change the street name should be forwarded to City Council.

SNC Map Exhibit:





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: Andrew Hayes	
Company		Company: City of Pueblo	
Address: N/A	Zip:	Address: 211 E D St, Pueblo	Zip: 81003
Phone: ( )		Phone: (719) 553 2267	
Email:		Email: ahayes@pueblo.us	
Engineer		**Surveyor**	
Name:		Name:	
Company:		Company:	
Address: N/A	Zip:	Address: N/A	Zip:
Phone: ( )		Phone: ( )	
Email:		Email:	

The applicant will be the primary contact unless otherwise noted.

Property Info

Project Location: (address or general description) Cedarweed Blvd north of Carl Sitter Pkwy

Parcel No(s): N/A

Existing Zone: N/A | Proposed Zone (if applicable): N/A

PUD Name (if applicable): N/A

Project Scope

Project Name:

- ☐ 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: Cedarweed Dr Proposed Name: Blackhawk Dr
- ☐ Subdivision: # of lots: _____ Total acres: _____
- ☐ Text Amendment
- ☐ Vacation: ○ Street ○ Alley ○ Easement ○ Other: _____
- ☐ Other: _____

(Continue Next Page)

5/2020

(Continued from previous page)

Project Information

Provide a brief description of the proposed request:
Street name change of the portion of Cedarweed Blvd north of Carl Sitter Pkwy to Blackhawk Dr

What is the total acreage included in the project? N/A

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: Andrew Hayes, Dir. of Public Works

Signature: [signature] Date: 1/30/25

Applicant, if different from Property Owner

Print Name: Andrew Hayes, Dir. of Public Works

Signature: [signature] Date: 1/30/25

Office Use Only

Zoning Compliance (Completed by City Staff)

Application checked for completeness by:	Date:	Fee Paid:

5/2020

CITY OF PUEBLO

GIS Division – Information Technology Dept.

Debi Romines
200 S Main St, Pueblo CO 81003
citymaps@pueblo.us | 719-553-2550

To: Mikaylin Hackley

From: Debi Romines

Date: 04/01/2025

Subject: Comments on Renaming of Cedarweed Blvd at Carl Sitter Pkwy

Good Afternoon,

Cedarweed Blvd's existing flow of addressing goes South, and it needs to go North per the City of Pueblo's addressing grid. To correct this situation, the best option is to change the name of the street and then fix the addressing so that they go north in line with the grid and all other streets around it. It is definitely not ideal, and we absolutely hate changing street names, but unfortunately it must be done so we do not have future addressing issues. Since the grid changes to the 5000 block heading north at this location, we feel it is the best location to correct this reverse addressing issue.

Please see the attached map that shows the direction of addressing for Cedarweed Blvd. You will see that we cannot continue the current addressing scheme to the north as it will cause a tremendous amount of confusion.

Please let me know if you have any questions.

Regards,

Debi Romines

Renaming of Cedarweed Blvd

