



CITY COUNCIL

WORKSHOP AND REGULAR MEETING AGENDA

September 7, 2022
7:00 PM
202 Railroad Avenue, Rifle, CO

6:00 PM - Workshop Meeting

Discussion and Review

- a. Discuss Amending Building Code to Require EV Charging Stations in Residential Construction
- b. Discuss Softball Field Options

7:00 PM - Regular Meeting

- 1. **Call to Order**
- 2. **Pledge of Allegiance**
- 3. **Roll Call**
- 4. **Public Comment** *(maximum time permitted for Public Comment is 3 minutes per person)
- 5. **Consent Agenda**
 - 5.a. Consider Minutes of the August 17, 2022, Regular Meeting
 - 5.b. Consider Minutes of the August 25, 2022, Special Meeting
 - 5.c. Consider Intergovernmental Agreement with Garfield County Clerk & Recorder for Election Services
 - 5.d. Consider Liquor License Renewal for Rolling Fork Grill, LLC dba Brickhouse Pizzeria
 - 5.e. Consider Liquor License Renewal for Coloradough, LLC dba Sweet Coloradough
 - 5.f. Consider Professional Services Agreement with Timothy Graves for City Prosecution Services
- 6. **Action, if any, on Workshop Items**

7. Presentation

- 7.a.** Receive Presentation from YouthZone

8. Regular Agenda

- 8.a.** Consider Vacating a Portion of Whiteriver Avenue Right-of-Way at 236 East 1st Street - Ordinance No. 18, Series of 2022
- 8.b.** Consider Approval of a Revocable License to Encroach for 1783 Anvil View Drive
- 8.c.** Consider Declaring Antennas as Surplus
- 8.d.** Consider Approval of Landscape Architect Firm for Birch Property Master Plan
- 8.e.** Consider Approval of Purchase Request for Street Lights on West Second Street
- 8.f.** Consider Approval of Landmark EPC, LLC for the Design and Management of Whiteriver Avenue, Morrow Drive, and Tripp Drive
- 8.g.** Consider Approval of CRE Engineering, Inc. for the Design and Management of Railroad Avenue from 5th Street to 9th Street
- 8.h.** Consider Approval of Landmark EPC, LLC for the Design and Management of the 5th Street and Ute Avenue Improvements
- 8.i.** Consider Approval for the Purchase of a Bobcat Track-Steer

9. Administrative Reports

- 9.a.** Report to City Manager

10. Comments from Mayor and Council

11. Adjournment



Agenda Item #a.

Agenda Item Name:

Discuss Amending Building Code to Require EV Charging Stations in Residential Construction

Presenter:

Sean Strobe

Item Description:

Discuss Amending Building Code - Require EV Charge Capability

Recommended Action:

None

Fiscal Impact:

Estimates for installation of charging stations for new residential construction is approximately \$150. Installation in an already completed home varies between \$500 and \$800.

Operational Impact:

None

Prior Board Motions:

None - Mentioned during the July 20, 2022, Council Comments.

Background Information:

Councilor Strobe requested a workshop item to discuss a new residential construction requirement. Specifically, he wants to address EV charging capability for new residential construction.

Executive Summary:

None

Notification Requirements:

None

Prepared By:

Patrick Waller, Planning Director

Attachments:

None



Agenda Item #b.

Agenda Item Name:

Discuss Softball Field Options

Presenter:

Austin Rickstrew

Item Description:

Discuss Softball Field Options

Recommended Action:

Staff requests input from Council.

Fiscal Impact:

Depending on the extent of renovation, the costs can range from \$394,000 to \$500,00. This does not include a press box or dugouts.

Operational Impact:

Depending on improvements, scheduling for baseball games may be affected.

Prior Board Motions:

August of 2019, PRAB rejected a request to move the homerun fence towards homeplate at what is now named Skinner Field. Moving the fence would have changed the field from a multiuse facility to a women's softball field.

On 09-04-2019, Council voted 5-2 not to move the homerun fence towards homeplate at what is now named Skinner Field.

On 11-20-2019, citizens approached Council to request a name change for the field. Council decided 6-0 to change the name of the field from Taugenbaugh Field to Skinner Field. Council then mandated that other city facilities would not be named after an individual.

On 07-11-2022, PRAB denied a request to move and replace the existing fence to create a permanent women's softball field.

On 08-03-2022, Council asked staff to search for options outside of moving the fence and reengineering the irrigation system.

Background Information:

In 2019, PRAB was approached by citizens interested in moving the fence at what is now called Skinner Field to create a women's softball field. PRAB voted not to move the fence.

On 09-04-2019, Council voted 5-2 not to move the homerun fence towards homeplate at what is now named Skinner Field. Moving the fence would have changed the field from a multi-use facility to a women's softball field.

In 2019, PRAB was approached to change the name of Taugnebaugh field to Skinner Field. Coach Cindy Skinner was instrumental in establishing a girls' softball program at Rifle High School. PRAB denied the request.

In August of 2019, PRAB rejected a request to move the homerun fence towards homeplate at what is now named Skinner Field. Moving the fence would have changed the field from a multiuse facility to a women's softball field.

On 11-20-2019, citizens approached Council to request the name change. Council decided to change the name of the field to Skinner Field. Council then mandated that other city facilities should not be named after an individual. The motion to change the name passed 6-0; one Councilor was absent. A moratorium was subsequently passed not to name any City facility after a person and this action passed with a 6-0 vote. In the same meeting, Council appointed a member of Council to the PRAB board. Council suggested that staff make improvements to the field.

In June of 2022, a light pole at Skinner field fell due to high winds and the pole damaged a small section of fence. All of the light poles were removed and will need to be replaced.

On 07-11-2022, PRAB denied a request to move and replace an existing fence to create a permanent women's softball field. A citizen made the argument that since the lights needed to be replaced and the fence was damaged, this was an opportune time to make alterations to establish a field that could be dedicated (for the most part) as a women's softball field.

On 08-03-2022, Council asked staff to search for alternatives to moving lighting and reengineering the irrigation system at Skinner Field.

Alternative locations were discussed, but Staff concluded that Deerfield Park was the best location for a softball field.

Staff and RE-2 representatives met to discuss a partnership. The school does not have funds to contribute to the field. We asked them to search for grants and garner parent support.

GOCO will not fund a baseball field. Delta has applied three times and has failed to secure funding.

We bring two proposals to Council to consider.

1. Use the existing Skinner field and make changes as directed and the budget allows.
2. Use Graham field and make changes as directed and the budget allows.

Estimates to improve Skinner field:

Irrigation design - \$4,000

Fence removal and install - \$40,000
Lighting - \$300,000
Track installation – \$15,000 (remove material, add base, compact, new material for surface)
Move scoreboard – Possibly staff
Install irrigation system - \$25,000
Redo infield - \$10,000
Total estimated costs (lower end) - \$394,000

Estimates to improve Graham Field:

Bleachers – \$100,000
Fence removal and install - \$40,000
Lighting - \$300,000
New Scoreboard – \$20,000
Grading and adding material to field – Unknown
Irrigation design - \$4,000
Install irrigation system - \$25,000
Redo infield - \$10,000
Dugouts – Dependent on materials

Additional information will be provided in the workshop.

Executive Summary:

Please see background information.

Notification Requirements:

None

Prepared By:

Tommy Klein, City Manager

Attachments:

1. New Fence Line Graham
2. New Fence Line Skinner







Agenda Item #5.a.

Agenda Item Name:

Consider Minutes of the August 17, 2022, Regular Meeting

Presenter:

Misty Williams, City Clerk

Item Description:

Consider Minutes of the August 17, 2022, Regular Meeting

Recommended Action:

Move to approve the minutes of the August 17, 2022, City Council Regular Meeting

Fiscal Impact:

N/A

Operational Impact:

N/A

Prior Board Motions:

N/A

Background Information:

N/A

Executive Summary:

Minutes of the August 17, 2022, Regular Meeting

Notification Requirements:

N/A

Prepared By:

Alexis Ramirez, Deputy City Clerk

Attachments:

1. 08.17.2022 DRAFT Minutes



RIFLE CITY COUNCIL

REGULAR MEETING

August 17, 2022
7:00 p.m.
202 Railroad Avenue, Rifle, CO

CALL TO ORDER & ROLL CALL

A regular meeting of the Rifle City Council was called to order at 7:00 p.m. by Mayor Ed Green.

Present at Roll Call:

Mayor Ed Green, Council Clint Hostettler, Councilor Alicia Gresley, Councilor Sean Strode, Councilor Chris Bornholdt and Councilor Joe Carpenter.

Councilor Clint Hostettler moved to excuse Councilor Brian Condie; seconded by Councilor Chris Bornholdt.

Roll Call: Yes - Ed Green, Clint Hostettler, Alicia Gresley, Joe Carpenter, Chris Bornholdt and Sean Strode.

No - None.

Others Present:

City Manager Tommy Klein, City Clerk Misty Williams, City Attorney Jim Neu, Rifle Community Television (RCTV) Salvador Tovar-Guzman, Finance Director Scott Rust, Chief of Police Debra Funston, Planning Director Patrick Waller, Court Administrator / PIO Kathy Pototsky, Human Resource Director Danielle Hogan, and Middle Colorado Watershed Council Executive Director Paula Stepp.

PUBLIC COMMENT

No public comment was heard.

CONSENT AGENDA – CONSIDER APPROVING THE FOLLOWING ITEMS:

- A. Consider Minutes of the August 3, 2022, Regular Meeting
- B. Consider Liquor License Renewal for Dillon Companies LLC, dba City Market #43
- C. Consider Exempting State Delivery Fee and Bag Fee from Sales & Use Tax Code - Ordinance No. 16, Series of 2022 - 2nd Reading
- D. Consider Amending Section 12.2 of the City of Rifle Home Rule Charter Setting Ballot Measure for Franchises - Ordinance No. 17, Series of 2022 - 2nd Reading

Councilor Sean Strode moved to approve Consent Agenda Items A, B, C, and D; seconded by Councilor Alicia Gresley.

Roll Call: Yes - Alicia Gresley, Sean Strode, Chris Bornholdt, Clint Hostettler, Ed Green, and Joe Carpenter.

No – None.

PRESENTATION

Received proposal from the Middle Colorado Watershed Council

Middle Colorado Watershed Council Executive Director Paula Stepp provided presentation on behalf of the Middle Colorado Watershed Council. The Middle Colorado Watershed Council is a 501 (c) 3 that was formed in 2013. The mission of the organization is to evaluate, protect and enhance the health of the Middle Colorado River Watershed through the cooperative effort of watershed stakeholders. Middle Colorado Watershed Council is requesting the City of Rifle's assistance in obtaining a Planning and Capacity Building Great Outdoors Colorado grant to hire employees to advance their mission. Staff is requesting direction from Council to partner with Middle Colorado Watershed Council as a sponsor and be able to write a support letter for the GOCO grant.

Council provided staff direction to move forward with sponsor letter from the City of Rifle as part of the GOCO grant requirement for the Middle Colorado Watershed Council.

REGULAR AGENDA

Resolution No. 8, Series of 2022 – Consider Approval of Palomino Park – Final Plat – Block 8 Lot 8 – Triplex Subdivision

Planning Director Patirek Waller presented Resolution No. 7, Series of 2022 – Consider Approval of Palomino Park – Final Plat – Block 8 / Lot 8 – Triplex Subdivision. Applicant is requesting approval to subdivide an existing lot into a Triplex - 3 separate lots/units in the Medium Density Residential Zone District. Posting requirements have been met. Planning Commission approved the preliminary plan at their July 26th, 2022 meeting. Staff recommends approval of the final plan application 2022-021 for Palomino Park Lot.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIFLE, COLORADO, APPROVING THE MINOR SUBDIVISION TOWNHOME PLAT FOR LOT 8, BLOCK 8, PALOMINO PARK SUBDIVISION IN THE CITY OF RIFLE

Councilor Clint Hostettler moved to approve Resolution No. 8, Series of 2022 Palomino Park – Final Plat – Block 8, Lot 8 – Triplex Subdividing; seconded by Councilor Joe Carpenter.

Roll Call: Yes - Sean Strode, Joe Carpenter, Chris Bornholdt, Clint Hostettler, Alicia Gresley and Ed Green.

No – None.

Resolution No. 9, Series of 2022 – Consider the Reappointment of Victor Zerbi as Rifle Municipal Judge and Amanda Maurer as Assistant Municipal Judge for a 2 – Year Term

City Attorney Jim Nue presented the request to reappoint City of Rifle's Municipal Judge Victor Zerbi and Assistant Municipal Judge Amanda Maurer for a 2 year term per Rifle's Municipal Code.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIFLE, COLORADO, APPOINTING THE RIFLE MUNICIPAL JUDGE AND ASSISTANT MUNICIPAL JUDGE.

Councilor Alicia Gresley moved to approve Resolution No. 9, Series of 2022 reappointment of Victor Zerbi as Rifle Municipal Judge & Amanda Maurer as Assistant Municipal Judge for a 2-year term; seconded by Councilor Sean Strode.

Roll Call: Yes - Ed Green, Sean Strode, Alicia Gresley, Clint Hostettler, Chris Bornholdt and Joe Carpenter.

No – None.

Consider Approving Employee Compensation Plan – Resolution No. 10, Series of 2022

Human Resource Director Danielle Hogan and Graves Consulting Senior Consultant Eric Marburger presented the completed Employee Compensation Market Study for the City of Rifle. Eric Marburger provided Council with recommendations to keep City of Rifle a competitive work place. The current proposed pay scale considers that each employee will progress through their position's pay grade annually, pending satisfactory performance evaluation and funding availability. Staff recommends that Council approves the proposed 2022 Pay Scale. New pay scale integration will also be included in the 2023 budget for council's review.

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIFLE, COLORADO,
APPROVING THE MARKET-BASED PAY POLICIES AND PRACTICES
RECOMMENDED PURSUANT TO THE 2022COMPENSATION PLAN.**

Council Chris Bornholdt moved to approve Resolution No.10, Series of 2022 as presented; seconded by Councilor Alicia Gresley.

Roll Call: Yes - Joe Carpenter, Alicia Gresley, Ed Green, Chris Bornholdt, Clint Hostettler and Sean Strode.

No – None.

Report to City Manager

Reports were heard from City Manager Tommy Klein.

Comments from Mayor and Council

Comments were heard from Alicia Gresley.

Adjournment

Meeting adjourned at 7:46 p.m.

Misty Williams
City Clerk

Ed Green
Mayor



Agenda Item #5.b.

Agenda Item Name:

Consider Minutes of the August 25, 2022, Special Meeting

Presenter:

Misty Williams, City Clerk

Item Description:

Consider Minutes of the August 25, 2022, Special Meeting

Recommended Action:

Move to approve the minutes of the August 25, 2022, City Council Special Meeting

Fiscal Impact:

N/A

Operational Impact:

N/A

Prior Board Motions:

N/A

Background Information:

N/A

Executive Summary:

Minutes of the August 25, 2022, Special Meeting

Notification Requirements:

N/A

Prepared By:

Alexis Ramirez, Deputy City Clerk

Attachments:

1. 08.25.2022 DRAFT Minutes Special Meeting



RIFLE CITY COUNCIL

SPECIAL MEETING

August 25, 2022

1:00 p.m.

202 Railroad Avenue, Rifle, CO

CALL TO ORDER & ROLL CALL

A special meeting of the Rifle City Council was called to order at 1:00 p.m. by Mayor Ed Green.

Present at Roll Call:

Mayor Ed Green, Councilor Clint Hostettler, Councilor Alicia Gresley, Councilor Joe Carpenter, Councilor Chris Bornholdt, Councilor Sean Strode and Councilor Brian Condie.

Others Present:

City Manager Tommy Klein, Deputy City Clerk Alexis Ramirez and Rifle Community Television (RCTV) Salvador Tovar-Guzman.

PUBLIC COMMENT

No public comments were heard.

REGULAR AGENDA

Consider Approving Resolution No. 11, Series of 2022 - Garfield County FMLD Grant

City Manager Tommy Klien presented Resolution No. 11, Series of 2022 – Garfield County Federal Mineral Lease District Grant. A roundabout and pedestrian improvement project for the Whiteriver and HWY 6 intersection is at the design stage with the hopes to begin construction as early as fall of 2023. Staff estimates that the project will cost between \$5,000,000 and \$6,000,000. There is a possibility that the project will exceed our cost estimate due to the uncertainty in the construction market. Staff is requesting Councils approval to allow the city manager to apply for the FMLD grant, sign agreements related to the grant, and expend up to \$1,000,000 in matching funds.

A RESOLUTION OF THE CITY OF RIFLE, COLORADO SUPPORTING A TRADITIONAL GRANT APPLICATION TO THE GARFIELD COUNTY FEDERAL MINERAL LEASE DISTRICT FOR THE COMPLETION OF THE RIFLE GATEWAY TRAFFIC AND PEDESTRIAN IMPROVEMENTS PROJECT.

City Manager Tommy Klein answered questions for Council.

Councilor Clint Hostettler moved to approve Resolution No. 11, Series of 2022, to allow the city manager to submit the grant application to Garfield County Federal Mineral Lease District, sign the grant agreement and to expend the funds necessary to meet the terms of the grant not to exceed \$1,000,000.; seconded by Councilor Sean Strode.

Roll Call: Yes - Brian Condie, Joe Carpenter, Alicia Gresley, Ed Green, Chris Bornholdt, Clint Hostettler, and Sean Strode.

No - None

Consider Approving Resolution No. 12, Series of 2022 - Energy and Mineral Impact Assistance Fund Grant

City Manager Tommy Klien presented Resolution No. 12, Series of 2022 – Energy and Mineral Impact Assistance Fund Grant. A roundabout and pedestrian improvement project for the Whiteriver and HWY 6 intersection is at the design stage with the hopes to begin construction as early as fall of 2023. Staff estimates that the project will cost between \$5,000,000 and \$6,000,000. There is a possibility that the project will exceed our cost estimate due to the uncertainty in the construction market. Staff is requesting Councils approval to allow the city manager to apply for the FMLD grant, sign agreements related to the grant, and expend up to \$750,000 in matching funds.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIFLE, COLORADO, AUTHORIZING THE CITY TO SUBMIT AN ENERGY AND MINERAL IMPACT ASSISTANCE FUND GRANT APPLICATION FOR THE COMPLETION OF THE RIFLE GATEWAY TRAFFIC AND PEDESTRIAN IMPROVEMENTS PROJECT.

City Manager Tommy Klein answered questions for Council.

Councilor Sean Strobe moved to approve Resolution No. 12, Series of 2022, to allow the city manager to submit the grant application for an Energy and Mineral Impact Assistance Fund Grant, sign the grant agreement and to expend the funds necessary to meet the terms of the grant not to exceed \$750,000; seconded by Councilor Chris Bornholdt.

Roll Call: Yes - Alicia Gresley, Brian Condie, Sean Strobe, Chris Bornholdt, Clint Hostettler, Ed Green and Joe Carpenter.

No - None

Report to City Manager

Reports were heard from City Manager Tommy Klein.

Adjournment

Meeting adjourned at 1:19 p.m.

Alexis Ramirez
Deputy City Clerk

Ed Green
Mayor



Agenda Item #5.c.

Agenda Item Name:

Consider Intergovernmental Agreement with Garfield County Clerk & Recorder for Election Services

Presenter:

Misty Williams, City Clerk

Item Description:

Consider Intergovernmental Agreement with Garfield County Clerk & Recorder for Election Services

Recommended Action:

I move to approve the Intergovernmental Agreement with Garfield County Clerk & Recorder for Election Services

Fiscal Impact:

None

Operational Impact:

None

Prior Board Motions:

None

Background Information:

None

Executive Summary:

Attached is a proposed Intergovernmental Agreement (IGA) for Election Services between the City of Rifle and the Garfield County Clerk and Recorder.

The City will pay the County Clerk and Recorder to provide election services for the November 8, 2022 coordinated election.

Staff has reviewed the IGA and recommends approval.

Notification Requirements:

None

Prepared By:

Misty Williams, City Clerk

Attachments:

1. IGA Nov 2022 Election-Garfield

**INTERGOVERNMENTAL AGREEMENT CONCERNING ELECTION SERVICES FOR THE
November 8, 2022 General Election**

This intergovernmental agreement ("IGA" or "**Agreement**") is made effective this ____ day of _____, 20____, between the Garfield County Clerk and Recorder ("**Clerk**") and _____ (Political Subdivision").

The Political Subdivision desires to conduct an election pursuant to its statutory authority ("**Election**"), The election will occur on November 8, 2022.

An agreement concerning the preparation, conduct and actual cost of a coordinated election is required. This agreement must be signed no later than August 30s, 2022. C.R.S. §1-7-116(2)

The Clerk has agreed to perform the following election services in consideration of the performance by the Political Subdivision of its obligations and payment of costs and fees.

The Clerk has designated Rachel Weishaar, Election Supervisor, whose telephone number is (970) 384-3700 x 1770 as the staff member to function as the primary liaison between the Clerk and the Political Subdivision for the purposes of the Election. The Contact Officer shall act under the authority of the Clerk.

The Political Subdivision has designated _____ whose phone number is _____ as its Designated Election Official ("**DEO**"). The DEO shall function as the primary liaison between the Political Subdivision and the Clerk. C.R.S. §1-1-104(8)

If the Political Subdivision encompasses territory within other counties, this Agreement shall apply only to that portion of the Political Subdivision within Garfield County.

NOW, THEREFORE, in consideration of their mutual promises contained herein, the parties agree as follows:

I. Duties of the Clerk

The Clerk agrees to perform the following duties, or such other duties as may be mutually agreed upon by the parties in writing, in connection with the Election:

A. Preparation for the Election

1. Provide the Political Subdivision a street locator file, which lists the street addresses located in the boundaries of the Political Subdivision within the Clerk's voter registration system. If the Political Subdivision encompasses the entire county, a street locator file will not be sent for verification.
2. Assist and inform the Political Subdivision on any matter that should ensure the efficient preparation and conduct of the Election. The Clerk shall not provide legal advice.
3. Manage all voter records and correspondence in accordance with Title 1 of the Colorado Revised Statutes and the Colorado Secretary of State Election Rules for the relevant year of the Election.
4. Supply, deliver and set up all necessary items for the conduct and preparation of the Election.
5. Certify the election judges and determine their compensation. Provide a list of election judges upon request by the Political Subdivision. Train election judges prior to the election, including specific instruction in the secure operation of the election equipment. C.R.S. §1-6-101(6), C.R.S. §1-6-104, C.R.S. §1-6-115

6. Provide, no later than twenty days before the Election, notice of election by publication for the 2022 General Election conducted as a Mail Ballot Election with in-person options for voting at Voter Service & Polling Centers. Such notice shall satisfy the publication requirement for all Political Subdivisions participating in the Election. C.R.S. §1-5-205(1), C.R.S. §1-5-205(1.4)
7. Conduct all required tests and audits of the voting system prior to and after the Election C.R.S. §1-7-509(1), Secretary of State Election Rules.
8. Establish backup procedures and a backup site for the counting of the Election, should the counting equipment or location become unavailable during the count. Secretary of State Election Rules
9. Negotiate an agreement for the printing of the official ballots. After receipt from the Political Subdivision of the certified ballot content (per Section II.A.8 of this Agreement), the Clerk shall provide a copy of the ballot layout for proofreading before authorization to begin printing of all ballots.

B. Conduct of the Election

1. Mail ballot packets will be sent to all eligible active voters beginning October 17th thru October 21st. Then daily after that through Monday, October 31st.
2. Coordinate the proper number and location of Voter Service & Polling Centers. All Voter Service & Polling Centers will be accessible to electors with disabilities. Voter Service & Polling Centers and ballot drop off locations for the election are published on our website at: www.garfield-county.com. C.R.S. §1-5-101, C.R.S. §1-5-102.9 C.R.S. §1-5-703
3. Provide for the security and processing of all mail-in ballots. Provide for the verification of signatures on the self-affirmation section on the return envelopes. C.R.S. §1-7.5-107.2, C.R.S. §1-7.5-107.3, C.R.S. §1-7.5-107.5
4. Facilitate special accommodations for all registered military and overseas citizens as provided by the Uniform Military and Overseas Voter Act. Section 8.3 of Title 1 of the Colorado Revised Statutes
5. Provide provisional ballots to electors who qualify. Provide a telephone number that a provisional voter may call to inquire if their provisional ballot counted. C.R.S. §1-8.5-101, C.R.S. §1-8.5-104(6)
6. Provide a multilingual ballot if requested by a voter who appears in person at a Voter Services and Polling Center during early voting or on election day. Garfield County will engage the services of a certified translator for translation of each participating Political Subdivisions certified ballot question(s). C.R.S. §1-5-905 and §1-5-907.
7. Provide properly trained personnel for the preparation and conduct of the Election. Provide personnel at the tabulation center on Election Day/Night to release unofficial results.
8. Preserve all Election records for at least twenty-five months after the election. C.R.S. §1-7-802, Clerk and Recorder Record Retention Policy
9. Conduct a recount of any contest where the final ballot tabulation results are close enough to require a recount or if an interested party requests a recount. Section 10.5 of Title 1 of the Colorado Revised Statutes
10. Conduct a Canvass and Risk-Limiting Audit of the election to process, accept and tabulate the eligible military, cured, and provisional ballots received the eighth day after the election. Verify the votes were accurate and voting equipment was working properly by conducting a risk-limiting audit of election results

and through the Canvass Board. C.R.S. § 1-10-101, *et seq.*, C.R.S. § 1-10-201, *et seq.*, Secretary of State Election Rules.

11. Provide, maintain, and operate the County's ballot marking devices and vote-counting equipment.
12. Work with the Political Subdivision to make sure that eligible Property Owners are notified of an election in their district and are instructed on how they can apply for a mail ballot. C.R.S. §32-1-806, C.R.S. §1-5-304, C.R.S. §1-7-104

C. Election Costs

1. Keep an accurate account of all Election costs including, but not limited to, supplies, printing costs, legal notices, labor, postage, translation services and other expenses attributable to the Clerk's administration of the Election for the Political Subdivision. The minimum charge for participation in a coordinated election by any political subdivision is \$500.
2. Charge the Political Subdivision for its portion of the costs of the Election incurred by the Clerk for that Political Subdivision up to and including the date of cancellation of the Election or any additional costs related to removing the Political Subdivision from ballot programming or publications.
3. Submit to the Political Subdivision an invoice for all expenses incurred under this Agreement within 60 days of the election.
4. The cost of any recount(s) requested by the Political Subdivision will be charged to the Political Subdivision, or if more than one Political Subdivision participates in the recount, the cost will be prorated among the participating Political Subdivisions.

D. TABOR Notice

1. Prepare the TABOR Notice, if relevant. Article X Section 20 of the Colorado Constitution, Secretary of State Election Rules
2. Charge the Political Subdivision for all expenses for the preparation, printing, labeling and postage for the TABOR notice. Said expenses shall be prorated among all Political Subdivisions participating in the TABOR notice.
3. Mail to each elector within Garfield County who may be affected by certain TABOR ballot issues the TABOR notice not less than thirty days prior to the election. The Clerk shall determine the least cost method for mailing the TABOR notice and address the TABOR notice to "All Registered Voters" at each address where one or more active registered voters of the Political Subdivision reside. Nothing herein shall preclude the Clerk from sending the TABOR Notice of the Political Subdivision to persons other than electors of the Political Subdivision if such sending arises from the Clerk's efforts to mail the TABOR Notice at least cost.
4. Execute a separate IGA with the Political Subdivision referred to as Attachment 1 to produce the ballot notice referred to as the TABOR Notice.

II. Duties of the Political Subdivision

The Political Subdivision shall perform the following duties in connection with the Election:

A. Preparation for the Election

1. Post and/or publish any other legal notices required pursuant to relevant provisions of the Uniform Election Code of 1992 (C.R.S. Articles 1-13 of Title 1) or the Colorado Municipal Code of 1965, §31-10-101, *et seq.*, C.R.S., or Title 32, as amended, except as otherwise stated by this agreement.
2. Gather all necessary petitions, if applicable.
3. Be solely responsible for determining whether a ballot issue, question or candidate is properly placed before the voters.
4. Review the information contained in the street locator file and certify its accuracy, as well as any changes, additions, or deletions to the file. The certification of the street locator file shall be made no later than September 16, 2022 at 5:00 p.m. to the Clerk. If the certification is not provided by the date specified herein, the Clerk cannot guarantee accurate ballot styles nor be responsible for additional charges associated with address library errors resulting in incorrect ballot styles. If the Political Subdivision encompasses the entire county verification of the address locator file is not required.
5. If required, request the Property Owner list from the Garfield County Assessor's Office to prepare the list of eligible property owners for the election. Provide the Clerk with the list of eligible property owners who are classified on the Secretary of State's voter registration records as UOCAVA voter no later than September 12, 2022. A supplemental list should be requested from the County Assessor's office thirty days prior to the election to determine if there are new property owner's eligible to vote. The supplemental property owner list should be provided to the Clerk no later than October 14, 2022.
6. The Clerk will not automatically mail ballots to eligible property owners as found on the list submitted to the County Clerk on Sept 16, 2022 but will send a letter giving notice of the upcoming election with an application for a mail ballot to these eligible property owners. This letter will be mailed at the same time as the TABOR Notice.
7. Provide a certified copy of the ballot content, submitted as an email attachment to eplace@garfield-county.com in the format requested below, at the earliest possible time and in any event no later than sixty days before the election, September 9, 2022 at 5:00 p.m. Ballot content (candidates, issues and questions) to be exactly in the order of appearance on the ballot pages and sample ballots. The certified list of candidates, ballot issues and/or ballot questions shall be final, and the Clerk will not be responsible for making any changes after the certification. C.R.S. §1-5-203(3)(a)
 - Candidates/ ballot issues and/or ballot questions must be submitted electronically in Microsoft Word format.
 - Certified content for ballot questions should be no longer than 250 words. Bullets are allowed but no sub bullets.
 - If certifying a ballot title with the question(s), please limit the title to ten words or less.
 - Contact Edna Place at 970-384-3700 x 1804 with any questions about submission format. Garfield County is using a new voting system (Clear Ballot), so you do not have to submit the ballot content in notepad format ever again.
 - Provide audio pronunciation of all candidates' names if applicable.
8. Garfield County must now provide a multilingual ballot if requested by a voter who appears in person at a Voter Services and Polling Center during early voting or on election day. Please submit the proposed language for the ballot question(s) as soon as possible even if you are not ready to certify the ballot

content. Garfield County will work with a certified translator to translate the ballot question(s) into Spanish. The multilingual ballot will be sent for your approval but at later date than the English Ballot is sent for approval. C.R.S. §1-5-905 and §1-5-907

9. Proofread and approve the Political Subdivision's ballot content for printing preferably the same day of receipt of the ballot proof from the Clerk. The Political Subdivision shall provide an e-mail address and designate a person to be available for proofing and approving ballot content for printing and audio files of pronunciation of candidates' names if applicable. Due to limited printing availability and time constraints, the Political Subdivision should provide contact information for someone who may be available from 8:00 a.m. to 5:00 p.m. from September 12, 2022 or until final approval for the printing of ballots has been reached. If no one representing the Political Subdivision is available and the printing timeline requires it, the ballot will go to print without Political Subdivision approval. The Clerk shall not be responsible for any errors or omissions because of the Political Subdivision's failure to proofread the ballot. The Political Subdivision has designated _____ whose phone is _____ and e-mail is _____ to be available for ballot proofing.
10. The Political Subdivision may assign a representative to witness the logic and accuracy testing prior to the election, the risk limiting audit after the election and the canvass board certification of the election. The canvass board and risk limiting audit board will be made up of representatives appointed by the Chairperson of the Garfield County Republican and Democratic parties and the County Clerk.
11. Notify the Clerk if the Political Subdivision is a municipality which has provided by ordinance or resolution that it will utilize the requirements and procedures of the Uniform Election Code of 1992 in lieu of the Colorado Municipal Election Code of 1965 with respect to the Election. A copy of said ordinance or resolution will be provided to the Clerk either when the IGA is returned, or the ballot content is certified to the County Clerk.
12. When the Political Subdivision is a special district, within thirty days after the special district has been declared organized by the court, the Political Subdivision will transmit to the county clerk and recorder in each of the counties in which the Political Subdivision or a part thereof extends certified copies of the findings and the order of the court organizing said special district. C.R.S. §32-1-306
13. Notify the clerk if the Political Subdivision resolves not to participate in the Election prior to the submission of ballot certification. After ballot certification day, a Political Subdivision that withdraws from participating in the election shall be liable for accrued election costs. The Political Subdivision shall provide notice by publication of the cancellation of the Election and a copy of the notice shall be posted in the office of the Clerk, in the office of the Designated Election Official (as defined in the Code) and, if the Political Subdivision is a special district in the office of the Division of Local Government, the Political Subdivision shall not cancel the election after the twenty-fifth day prior to the election, October 14, 2022. C.R.S. §1-5-208(2).

B. Conduct of the election

1. Immediately notify the Clerk of any Election contest that is initiated by the Political Subdivision and keep the Clerk apprised of the need to retain Election records for use in such a contest.

C. TABOR Notice

1. Be responsible for the additional costs associated with such TABOR Notice if notice is required on behalf of the Political Subdivision. (See also Section I.D.2 of this Agreement).
2. Collect and compile the TABOR Notice content in compliance with Article X Section 20 of the Colorado Constitution and any pertinent Rules. Article X Section 20 (3)(b)(v), C.R.S. §1-7-901, *et seq.*

3. Provide all content for the TABOR Notice to the Clerk by Monday September 26, 2022 (43 days before the day of the election). C.R.S. §1-7-904.

III. Election Costs

The minimum fee for election services is \$500.00.

1. Proportional share of costs is based on County expenditures relative to the Election, the number of electors per entity receiving ballots and the number of voted ballots returned to the County Clerk for processing, scanning, and tabulating.
2. The Political Subdivision acknowledges it has sufficient funds available in its approved budget to pay its prorated Election expenses.
3. Upon receipt of the invoice, pay to the Clerk within sixty days the prorated fee. Contact Officer, Rachel Weishaar, may be asked for an estimated cost of participating in this election.
4. The Political Subdivision will be responsible for any additional or unique election costs resulting from Political Subdivision delays and/or special preparations or cancellations relating to the Political Subdivision's participation in the Election.

IV. Additional Provisions

1. No portion of this Agreement shall be deemed to create a cause of action with respect to anyone not a party to this Agreement, nor is this Agreement intended to waive any privileges and/or immunities to the parties or of which their officers or employees may possess, except as expressly stated in this Agreement.
2. Time is of the essence under this Agreement. The statutory time frames or requirements of the Election Statutes, TABOR requirements found in the Constitution, and the Election Rules shall apply to the completion of any duties or tasks required under this Agreement. Failure to comply with the terms of this Agreement, statutory requirements, or Secretary of State Rules may result in consequences up to and including termination of this Agreement.

3. Timeline:

August 25, 2022	IGA signed and returned to Clerk
August 25, 2022	Address library sent to participating entities
September 9, 2022	Certified ballot content due to Clerk
September 12-15, 2022	Ballot proofing
September 16, 2022	Address Library Returned
September 19-20, 2022	Logic and Accuracy testing of voting equipment
September 23, 2022	Last Day for pro/con comments to be submitted to the Political Subdivision DEO by citizens by noon

September 24, 2022	Last day to send ballots to UOCAVA voters
September 26, 2022	TABOR Notice content submitted to County Clerk for creation of the TABOR Notice
September 27-28, 2022	TABOR Notice proofing
October 7, 2022	TABOR Notice Mailed
October 17-21, 2022	Ballots mailed to all active voters
October 24 to Nov 7, 2022	Voter Service & Polling Centers open for early voting Mon – Fri 8:30 am to 5:00 pm
October 24, 2022	Begin signature verification and ballot processing
October 31, 2022	Last day to register to vote or update an address and have a ballot mailed
November 5, 2022	Saturday early voting hours at VSPCs 10 am to 2 pm
November 8, 2022	Election Day all VSPCs open 7 am to 7 pm
November 16, 2022	Last day to return ballots rejected for missing or discrepant signatures.
November 20-23 2022	Risk Limiting Audit
November 30, 2022	Last day to certify election results

4. Allocation of Cost of the Election is at the Clerk's determination and shall be final.
5. The Clerk may enter into other similar agreements with other Political Subdivisions for the conduct of other elections simultaneously.
6. Venue for any dispute hereunder shall be in the District Court of Garfield County, Colorado.
7. Any and all notices required to be given by this Agreement are deemed to have been received and to be effective: (1) three days after they have been mailed by certified mail, return receipt requested; (2) immediately upon hand delivery; or (3) immediately upon receipt of confirmation that a fax/email was received; to the address of a Party as set forth below or to such Party or addresses as may hereafter be designated in writing:

To Clerk: Garfield County Clerk & Recorder

Drop Off: 109 8th St., Suite 200 Glenwood Springs, CO 81601

Mail: same as above

Fax: 970-947-1078

Email: rweishaar@garfield-county.com

To Political Subdivision: _____

Drop Off: _____

Mail: _____

Fax: _____

Email: _____

8. The term of this IGA shall continue until all statutory requirements concerning the conduct of the election and the creation, printing, and distribution of the TABOR Notice, if needed, are fulfilled.
9. This IGA may be amended only in writing and following the same formality as the execution of the initial IGA.
10. In any event that any provision in this IGA conflicts with the Code or other statute, this IGA shall be modified to conform to such law. No resolution of either party to this Agreement shall impair the rights of the Clerk or the Political Subdivision hereunder without the consent of the other party to this Agreement.
11. The Parties hereto understand and agree that the County, its commissioners, officials, officers, directors, agents, and employees, are relying on, and do not waive or intend to waive by any provisions of the Agreement, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act (the CGIA), §24-10-101 to 120, C.R.S., or otherwise available to the County or the Political Subdivision. To the extent the CGIA imposes varying obligations or contains different waivers for cities and counties, both the County and the Political Subdivision agree that they will remain liable for their independent obligations under the CGIA, and neither party shall be the agent of the other or liable for the obligations of the other.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective upon the date first above written.

Garfield County Clerk & Recorder

Date: _____

Jean M. Alberico

Political Subdivision

Date: _____

By

Authorized Signature



Agenda Item #5.d.

Agenda Item Name:

Consider Liquor License Renewal for Rolling Fork Grill, LLC dba Brickhouse Pizzeria

Presenter:

Misty Williams, City Clerk

Item Description:

Consider Liquor License Renewal for Rolling Fork Grill, LLC dba Brickhouse Pizzeria

Recommended Action:

Move to approve the Liquor License Renewal for Rolling Fork Grill, LLC dba Brickhouse Pizzeria

Fiscal Impact:

N/A

Operational Impact:

N/A

Prior Board Motions:

N/A

Background Information:

Consider Liquor License Renewal for Rolling Fork Grill, LLC dba Brickhouse Pizzeria located at 100 East 3rd Street, Rifle, CO has submitted a Hotel and Restaurant Liquor License Renewal Application.

The application is complete and the appropriate fees have been paid.

Executive Summary:

N/A

Notification Requirements:

N/A

Prepared By:

Alexis Ramirez, Deputy City Clerk

Attachments:

1. REDACTED - Renewal Brickhouse

Submit to Local Licensing Authority

**BRICKHOUSE PIZZERIA
 100 EAST 3RD STREET
 Rifle CO 81650**

Fees Due	
Renewal Fee	550.00
Storage Permit \$100 X _____	\$
Sidewalk Service Area \$75.00	\$
Additional Optional Premise Hotel & Restaurant \$100 X _____	\$
Related Facility - Campus Liquor Complex \$160.00 per facility	\$
Amount Due/Paid	\$

Make check payable to: Colorado Department of Revenue. The State may convert your check to a one-time electronic banking transaction. Your bank account may be debited as early as the same day received by the State. If converted, your check will not be returned. If your check is rejected due to insufficient or uncollected funds, the Department may collect the payment amount directly from your banking account electronically.

Retail Liquor or Fermented Malt Beverage License Renewal Application

Please verify & update all information below

Return to city or county licensing authority by due date

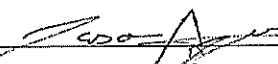
Licensee Name ROLLING FORK GRILL LLC		Doing Business As Name (DBA) BRICKHOUSE PIZZERIA	
Liquor License # 03-05338	License Type Hotel & Restaurant (city)		
Sales Tax License Number 04164809	Expiration Date 10/13/2022	Due Date 08/29/2022	
Business Address 100 EAST 3RD STREET Rifle CO 81650			Phone Number 9706251222
Mailing Address 100 EAST 3RD STREET Rifle CO 81650		Email	
1. Do you have legal possession of the premises at the street address above? ☒ Yes ☐ No Are the premises owned or rented? ☐ Owned ☐ Rented* *If rented, expiration date of lease <u>2024</u>			
2. Are you renewing a storage permit, additional optional premises, sidewalk service area, or related facility? If yes, please see the table in upper right hand corner and include all fees due. ☐ Yes ☒ No			
3a. Are you renewing a takeout and/or delivery permit? (Note: must hold a qualifying license type and be authorized for takeout and/or delivery license privileges) ☒ Yes ☐ No			
3b. If so, which are you renewing? ☐ Delivery ☐ Takeout ☒ Both Takeout and Delivery			
4a. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business? ☐ Yes ☒ No			
4b. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.? ☐ Yes ☒ No			
5. Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested. ☐ Yes ☒ No			
6. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? If yes, attach a detailed explanation. ☐ Yes ☒ No			

7. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked? If yes, attach a detailed explanation. ☐ Yes ☒ No

8. Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee? If yes, attach a detailed explanation. ☒ Yes ☐ No Brickhouse Silt LIQUOR LICENSE # HR040123

Affirmation & Consent

I declare under penalty of perjury in the second degree that this application and all attachments are true, correct and complete to the best of my knowledge.

Type or Print Name of Applicant/Authorized Agent of Business <u>Jason Hagens</u>	Title <u>President</u>
Signature 	Date <u>8-19-22</u>

Report & Approval of City or County Licensing Authority

The foregoing application has been examined and the premises, business conducted and character of the applicant are satisfactory, and we do hereby report that such license, if granted, will comply with the provisions of Title 44, Articles 4 and 3, C.R.S., and Liquor Rules.

Therefore this application is approved.

Local Licensing Authority For		Date
Signature	Title	Attest

Tax Check Authorization, Waiver, and Request to Release Information

I, Jason Hagens am signing this Tax Check Authorization, Waiver and Request to Release Information (hereinafter "Waiver") on behalf of Rolling Fork Grill LLC (the "Applicant/Licensee") to permit the Colorado Department of Revenue and any other state or local taxing authority to release information and documentation that may otherwise be confidential, as provided below. If I am signing this Waiver for someone other than myself, including on behalf of a business entity, I certify that I have the authority to execute this Waiver on behalf of the Applicant/Licensee.

The Executive Director of the Colorado Department of Revenue is the State Licensing Authority, and oversees the Colorado Liquor Enforcement Division as his or her agents, clerks, and employees. The information and documentation obtained pursuant to this Waiver may be used in connection with the Applicant/Licensee's liquor license application and ongoing licensure by the state and local licensing authorities. The Colorado Liquor Code, section 44-3-101, et seq. ("Liquor Code"), and the Colorado Liquor Rules, 1 CCR 203-2 ("Liquor Rules"), require compliance with certain tax obligations, and set forth the investigative, disciplinary and licensure actions the state and local licensing authorities may take for violations of the Liquor Code and Liquor Rules, including failure to meet tax reporting and payment obligations.

The Waiver is made pursuant to section 39-21-113(4), C.R.S., and any other law, regulation, resolution or ordinance concerning the confidentiality of tax information, or any document, report or return filed in connection with state or local taxes. This Waiver shall be valid until the expiration or revocation of a license, or until both the state and local licensing authorities take final action to approve or deny any application(s) for the renewal of the license, whichever is later. Applicant/Licensee agrees to execute a new waiver for each subsequent licensing period in connection with the renewal of any license, if requested.

By signing below, Applicant/Licensee requests that the Colorado Department of Revenue and any other state or local taxing authority or agency in the possession of tax documents or information, release information and documentation to the Colorado Liquor Enforcement Division, and is duly authorized employees, to act as the Applicant's/Licensee's duly authorized representative under section 39-21-113(4), C.R.S., solely to allow the state and local licensing authorities, and their duly authorized employees, to investigate compliance with the Liquor Code and Liquor Rules. Applicant/Licensee authorizes the state and local licensing authorities, their duly authorized employees, and their legal representatives, to use the information and documentation obtained using this Waiver in any administrative or judicial action regarding the application or license.

Name (Individual/Business) <u>Rolling Fork Grill LLC</u>		Social Security Number/Tax Identification Number	
Address <u>100 E 3rd st</u>			
City <u>Rifle</u>		State <u>CO</u>	Zip <u>81650</u>
Home Phone Number		Business/Work Phone Number <u>970 625 1222</u>	
Printed name of person signing on behalf of the Applicant/Licensee <u>Jason Hagens</u>			
Applicant/Licensee's Signature (Signature authorizing the disclosure of confidential tax information) 			Date signed <u>8-19-22</u>

Privacy Act Statement

Providing your Social Security Number is voluntary and no right, benefit or privilege provided by law will be denied as a result of refusal to disclose it. § 7 of Privacy Act, 5 USCS § 552a (note).



Agenda Item #5.e.

Agenda Item Name:

Consider Liquor License Renewal for Coloradough, LLC dba Sweet Coloradough

Presenter:

Misty Williams, City Clerk

Item Description:

Consider Liquor License Renewal for Coloradough, LLC dba Sweet Coloradough

Recommended Action:

Move to approve the Liquor License Renewal for Coloradough, LLC dba Sweet Coloradough

Fiscal Impact:

N/A

Operational Impact:

N/A

Prior Board Motions:

N/A

Background Information:

Consider Liquor License Renewal for Coloradough, LLC dba Sweet Coloradough located at 234 Railroad Avenue, Rifle, CO has submitted a Beer & Wine Liquor License Renewal Application.

The application is complete and the appropriate fees have been paid.

Executive Summary:

N/A

Notification Requirements:

N/A

Prepared By:

Alexis Ramirez, Deputy City Clerk

Attachments:

1. REDACTED - Renewal Sweet Coloradough

Submit to Local Licensing Authority

**SWEET COLORADOUGH
 14 BUCKSKIN CIRCLE
 New Castle CO 81647**

RECEIVED

AUG 18 2022

**City Clerk
 City of Rifle**

Fees Due	
Renewal Fee	401.25
Storage Permit \$100 X _____	\$
Sidewalk Service Area \$75.00	\$
Additional Optional Premise Hotel & Restaurant \$100 X _____	\$
Related Facility - Campus Liquor Complex \$160.00 per facility	\$
Amount Due/Paid	\$401.25

Make check payable to: Colorado Department of Revenue. The State may convert your check to a one-time electronic banking transaction. Your bank account may be debited as early as the same day received by the State. If converted, your check will not be returned. If your check is rejected due to insufficient or uncollected funds, the Department may collect the payment amount directly from your banking account electronically.

Retail Liquor or Fermented Malt Beverage License Renewal Application

Please verify & update all information below

Return to city or county licensing authority by due date

Licensee Name COLORADOUGH LLC		Doing Business As Name (DBA) SWEET COLORADOUGH	
Liquor License # 03-13064	License Type Beer & Wine (city)		
Sales Tax License Number 27979857	Expiration Date 11/17/2022	Due Date 10/03/2022	
Business Address 234 RAILROAD AVENUE Rifle CO 81650			Phone Number 9702309056
Mailing Address 14 BUCKSKIN CIRCLE New Castle CO 81647		Email sweetcoloradough@gmail.com	
1. Do you have legal possession of the premises at the street address above? ☒ Yes ☐ No Are the premises owned or rented? ☒ Owned ☐ Rented* *If rented, expiration date of lease _____			
2. Are you renewing a storage permit, additional optional premises, sidewalk service area, or related facility? If yes, please see the table in upper right hand corner and include all fees due. ☐ Yes ☒ No			
3a. Are you renewing a takeout and/or delivery permit? (Note: must hold a qualifying license type and be authorized for takeout and/or delivery license privileges) ☐ Yes ☐ No			
3b. If so, which are you renewing? ☐ Delivery ☐ Takeout ☐ Both Takeout and Delivery			
4a. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business? ☐ Yes ☒ No			
4b. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.? ☐ Yes ☒ No			
5. Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested. ☐ Yes ☒ No			
6. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? If yes, attach a detailed explanation. ☐ Yes ☒ No			

7. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked? If yes, attach a detailed explanation. ☐ Yes ☒ No

8. Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee? If yes, attach a detailed explanation. ☐ Yes ☒ No

Affirmation & Consent

I declare under penalty of perjury in the second degree that this application and all attachments are true, correct and complete to the best of my knowledge.

Type or Print Name of Applicant/Authorized Agent of Business

Anne Badolato

Title

owner

Signature

Anne Badolato

Date

8/1/22

Report & Approval of City or County Licensing Authority

The foregoing application has been examined and the premises, business conducted and character of the applicant are satisfactory, and we do hereby report that such license, if granted, will comply with the provisions of Title 44, Articles 4 and 3, C.R.S., and Liquor Rules.

Therefore this application is approved.

Local Licensing Authority For

Date

Signature

Title

Attest

Tax Check Authorization, Waiver, and Request to Release Information

I, Anne Badolado am signing this Tax Check Authorization, Waiver and Request to Release Information (hereinafter "Waiver") on behalf of Coloradough (the "Applicant/Licensee") to permit the Colorado Department of Revenue and any other state or local taxing authority to release information and documentation that may otherwise be confidential, as provided below. If I am signing this Waiver for someone other than myself, including on behalf of a business entity, I certify that I have the authority to execute this Waiver on behalf of the Applicant/Licensee.

The Executive Director of the Colorado Department of Revenue is the State Licensing Authority, and oversees the Colorado Liquor Enforcement Division as his or her agents, clerks, and employees. The information and documentation obtained pursuant to this Waiver may be used in connection with the Applicant/Licensee's liquor license application and ongoing licensure by the state and local licensing authorities. The Colorado Liquor Code, section 44-3-101, et seq. ("Liquor Code"), and the Colorado Liquor Rules, 1 CCR 203-2 ("Liquor Rules"), require compliance with certain tax obligations, and set forth the investigative, disciplinary and licensure actions the state and local licensing authorities may take for violations of the Liquor Code and Liquor Rules, including failure to meet tax reporting and payment obligations.

The Waiver is made pursuant to section 39-21-113(4), C.R.S., and any other law, regulation, resolution or ordinance concerning the confidentiality of tax information, or any document, report or return filed in connection with state or local taxes. This Waiver shall be valid until the expiration or revocation of a license, or until both the state and local licensing authorities take final action to approve or deny any application(s) for the renewal of the license, whichever is later. Applicant/Licensee agrees to execute a new waiver for each subsequent licensing period in connection with the renewal of any license, if requested.

By signing below, Applicant/Licensee requests that the Colorado Department of Revenue and any other state or local taxing authority or agency in the possession of tax documents or information, release information and documentation to the Colorado Liquor Enforcement Division, and is duly authorized employees, to act as the Applicant's/Licensee's duly authorized representative under section 39-21-113(4), C.R.S., solely to allow the state and local licensing authorities, and their duly authorized employees, to investigate compliance with the Liquor Code and Liquor Rules. Applicant/Licensee authorizes the state and local licensing authorities, their duly authorized employees, and their legal representatives, to use the information and documentation obtained using this Waiver in any administrative or judicial action regarding the application or license.

Name (Individual/Business) <u>Coloradough</u>		Social Security Number/Tax Identification Number	
Address <u>234 Railroad ave</u>			
City <u>Rifle</u>		State <u>CO</u>	Zip <u>81050</u>
Home Phone Number		Business/Work Phone Number <u>970 230 9056</u>	
Printed name of person signing on behalf of the Applicant/Licensee <u>Anne Badolado</u>			
Applicant/Licensee's Signature (Signature authorizing the disclosure of confidential tax information) <u>Anne Badolado</u>			Date signed <u>8/17/22</u>

Privacy Act Statement

Providing your Social Security Number is voluntary and no right, benefit or privilege provided by law will be denied as a result of refusal to disclose it. § 7 of Privacy Act, 5 USCS § 552a (note).



Agenda Item #5.f.

Agenda Item Name:

Consider Professional Services Agreement with Timothy Graves for City Prosecution Services

Presenter:

James S. Neu, City Attorney

Item Description:

Consider Professional Services Agreement with Timothy Graves for City Prosecution Services

Recommended Action:

Move to approve the professional services agreement with Timothy Graves for city prosecution services

Fiscal Impact:

N/A

Operational Impact:

N/A

Prior Board Motions:

N/A

Background Information:

Please see attached agreement

Executive Summary:

N/A

Notification Requirements:

N/A

Prepared By:

Misty Williams, City Clerk

Attachments:

1. 20220907-Prosecutor Agreement

AGREEMENT FOR PROFESSIONAL SERVICES

This AGREEMENT FOR PROFESSIONAL SERVICES is made effective the 1st day of October 2022 between the CITY OF RIFLE, a Colorado home-rule municipality (the "City"), and LEMOINE & GRAVES, P.C., a Colorado professional corporation ("Contractor").

WHEREAS, the City desires to appoint Timothy Graves with LeMoine & Graves, P.C. ("Contractor"), as the Rifle Municipal Prosecutor and that Contractor perform the services of Municipal Prosecutor as an independent contractor, in accordance with the provisions of this Agreement, and more fully described in the Scope of Work attached hereto and incorporated herein as Exhibit A; and

WHEREAS, Contractor desires to accept the appointment of Rifle Municipal Prosecutor and perform such duties pursuant to the terms and conditions provided for in this Agreement; and

WHEREAS, the parties hereto desire to set forth certain understandings regarding the services in writing.

WITNESSETH:

In consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. Scope of Agreement. Contractor agrees to provide prosecutorial services to the City of Rifle that will include the responsibility for prosecution of all municipal code violations referred by the City's various departments, including the police department and code enforcement division. Services will include preparation for and attendance at all municipal court sessions to represent the City of Rifle as prosecutor, including full victim services, and are more particularly described on Exhibit A.

2. Consideration. Contractor shall be paid \$50,000 per year ("Base Salary") on a pro-rata monthly basis following the first month of Services. The City shall pay Contractor the Base Salary, and any additional services outside the scope of the Base Salary, within thirty (30) days of receiving an itemized invoice from Contractor for such services. The Base Salary does not include appeals to the District Court by either defendants or the City. Services related to any and all such appeals shall be billed on an hourly basis. For purposes of this Agreement, Contractor's hourly rate for any services shall be \$155.00 per hour for all attorney time, plus customary costs including collation of court files, mailing charges and costs for the preparation of photographic and video evidence. The hourly rate for all legal assistant time shall be \$60.00 per hour. In the event Contractor finds it necessary to retain a Special Prosecutor because Contractor is unavailable or has a conflict of interest on a matter, compensation to the Special Prosecutor will be paid by the City.

3. Term and Renewal. The initial term of this Agreement shall be from October 1, 2022 to August 31, 2023, or until the Agreement is terminated pursuant to Paragraph 10 herein.

Agreement for Professional Services City of Rifle Prosecutor

At the end of the initial term, the City Council shall determine whether to grant an extension of said contract in increments and at a rate as may be mutually agreeable to the City and the Contractor. If no action is taken, this Agreement will continue on a month-to-month basis under the same terms set forth herein.

4. Status. The Contractor is an independent contractor and shall not be considered an employee or agent of the City for any purpose.

5. Ownership of Instruments of Service. The City acknowledges the Contractor's work product, including electronic files, are instruments of professional service. Nevertheless, the final work product prepared under this Agreement shall become the property of the City upon completion of the services.

6. Standard of Care. The standard of care applicable to the Contractor's services will be the same degree of care, skill, and diligence normally employed by professionals performing the same or similar services.

7. Indemnity, Insurance and Governmental Immunity Act. To the extent permitted by law, each party to this Agreement shall hold harmless and indemnify the other party, including the other party's employees, officers, agents, and assigns, from award of damages, to the extent such award of damages arises from the action or inaction of that party's own officers, employees and agents. Nothing herein shall be interpreted as a waiver of governmental immunity, to which the other parties would otherwise be entitled under C.R.S. §24-6-101, et seq. as amended.

8. Termination. The City or the Contractor may terminate this Agreement at any time by providing a minimum sixty (60) calendar days' written notice to the other party. If the parties have mutually determined that the work has become infeasible, the parties agree to terminate the Agreement in accordance with this Paragraph. In the event this Agreement is terminated, the Contractor shall be compensated for all work performed to date based on estimate percentage of completion, including the percentage of any and all work items begun but not completed.

9. Agreement Administration and Notice. For purposes of administering this Agreement, the City Manager shall represent the City in carrying out the purposes and intent of this Agreement. Any notices required to be given pursuant to this Agreement shall be delivered as follows:

To the City: City Manager, City of Rifle
P.O. Box 1908
Rifle, CO 81650

Copy to: Karp Neu Hanlon, P.C.
201 14th Street, Suite 200
P.O. Drawer 2030
Glenwood Springs, CO 81601

Agreement for Professional Services
City of Rifle Prosecutor

To the Contractor: LeMoine & Graves, P.C.
 120 West Third Street
 Rifle, CO 81650

10. Responsibilities. The Contractor shall be responsible for all damages to persons or property caused by the Contractor, its agents, employees or sub-Contractors, to the extent caused by its negligent acts, errors and omissions hereunder, and shall indemnify and hold harmless the City from any claims or actions brought against Contractor by reason thereof.

11. Entire Agreement. This Agreement, **along with any addendums and attachments hereto**, constitutes the entire agreement between the parties. The provisions of this Agreement may be amended at any time by the mutual consent of both parties. The parties shall not be bound by any other agreements, either written or oral, except as set forth in this Agreement.

12. Governing Law. The laws of the State of Colorado shall govern the validity, performance and enforcement of this Agreement. Venue for any action instituted pursuant to this agreement shall lie in Garfield County, Colorado.

13. Authority. Each person signing this Agreement, **and any addendums or attachments hereto**, represents and warrants that said person is fully authorized to enter into and execute this Agreement and to bind the party it represents to the terms and conditions hereof.

14. Attorneys' Fees. Should this Agreement become the subject of litigation between the City and Contractor, the prevailing party shall be entitled to recovery of all actual costs in connection therewith, including but not limited to attorneys' fees and expert witness fees. All rights concerning remedies and/or attorneys' fees shall survive any termination of this Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands effective the date first written above.

CITY OF RIFLE, COLORADO

By: _____
Tommy Klein, City Manager

ATTEST:

City Clerk

Agreement for Professional Services
City of Rifle Prosecutor

LEMOINE & GRAVES, P.C.

By: _____
Timothy L. Graves

EXHIBIT A

CITY OF RIFLE, COLORADO
Prosecutorial Services
Scope of Work

Prosecutorial Services will include the responsibility for the prosecution of all municipal code violations refereed by the City's various departments, including the Police Department and Code Enforcement division. Services will include preparation for and attendance at all municipal court sessions to represent the City of Rifle as Prosecutor.

The Municipal Prosecutor will work closely with the Judge, Municipal Court Administrator, Deputy Court Clerk, YouthZone, and Police Department personnel in managing the court schedule. Normally, hearings are conducted as follows:

- Juvenile court hearings: Every first Wednesday of the month at 1:00 p.m. A typical Juvenile day currently consists of 8 to 20 cases and Youth Zone would also be present.
- Adult court hearings: Every first and third Wednesday of the month at 8:00 a.m. A typical adult day currently consists of 50 to 100 cases.

Normally, the Municipal Prosecutor would arrive fifteen (15) minutes ahead of the start time to meet with any defendants who request to speak with the Prosecutor.

Additionally, the City's Prosecutor is responsible for the prosecution of all municipal trials, both jury trials and court trials. Trials are normally scheduled as follows:

- Bench Trials: Every 3rd Wednesday of the month. Specific times are assigned for bench trials.
- Jury Trials: Conducted only upon request of the defendant or the defendant's attorney. Normally, once the request is made, the Judge will issue pre-jury trial orders and schedule the jury trial date. Jury Trials begin at 8:00 a.m.

The City Prosecutor will be expected to provide services to the City as needed, with an estimated average work schedule of 45-55 hours per month.

REPORTING AND OTHER REQUIREMENTS

The City Prosecutor shall submit monthly activity status reports describing the services rendered. This statement may be submitted with the invoice for services.



Agenda Item #7.a.

Agenda Item Name:

Receive Presentation from YouthZone

Presenter:

Jami Hayes

Item Description:

Receive Presentation from YouthZone

Recommended Action:

No action necessary

Fiscal Impact:

TBD

Operational Impact:

N/A

Prior Board Motions:

N/A

Background Information:

YouthZone requests time with City Council to present an update on their work in our community. The funding they receive is critical to the work that they do and they'd like Council members to have updated information on their activities and current impact on the community.

Executive Summary:

N/A

Notification Requirements:

N/A

Prepared By:

Misty Williams, City Clerk

Attachments:

None



Agenda Item #8.a.

Agenda Item Name:

Consider Vacating a Portion of Whiteriver Avenue Right-of-Way at 236 East 1st Street - Ordinance No. 18, Series of 2022

Presenter:

Patrick Waller, Planning Director

Item Description:

Right Of Way Vacation

Recommended Action:

Move to approve - Ordinance No. 18, Series of 2022 - on first reading as presented, and order it to be published as required by charter.

Fiscal Impact:

N/A

Operational Impact:

The right-of-way adjustment will move both a fire hydrant and a City built retaining wall onto the right-of-way.

Prior Board Motions:

None

Background Information:

The City of Rifle has previously installed a retaining wall and a fire hydrant on the applicant's property.

Executive Summary:

City Staff previously worked with the property owner at 236 East 1st Street to install a retaining wall. As part of that work, it was planned to adjust the City right of way and the applicant's property boundary to straighten the existing right of way and to ensure the retaining wall and the existing fire hydrant were located within City right of way.

Notification Requirements:

No additional notice required.

Prepared By:

Patrick Waller, Planning Director

Attachments:

1. Staff Memo and Exhibits - ROW Vacation Whiteriver Avenue - 236 East 1st Street
2. Ordinance No. 18-ROW Vacation-236 E 1st Street
3. 20220907-Quit Claim Deed

DEPARTMENT OF PLANNING & DEVELOPMENT

202 Railroad Avenue, Rifle, CO 81650

Phone: 970-665-6491



MEMORANDUM

TO: Honorable Mayor and City Council
FROM: Patrick Waller, Planning Director
DATE: September 7, 2022
SUBJECT: Right-of-way Vacation
LOCATION: 236 East 1st Street
APPLICANT: Michael Langhorne

REQUEST: Vacate a portion of Whiteriver Avenue to straighten the existing Right-of-Way (ROW), and to locate a City built retaining wall and fire hydrant within City ROW.

BACKGROUND

City Staff previously worked with the property owner at 236 East 1st Street to install a retaining wall. As part of that work, it was planned to adjust the City ROW and the applicant's property boundary to straighten the existing ROW and to ensure the retaining wall and the existing fire hydrant were located within City ROW.



DEPARTMENT OF PLANNING & DEVELOPMENT

202 Railroad Avenue, Rifle, CO 81650

Phone: 970-665-6491

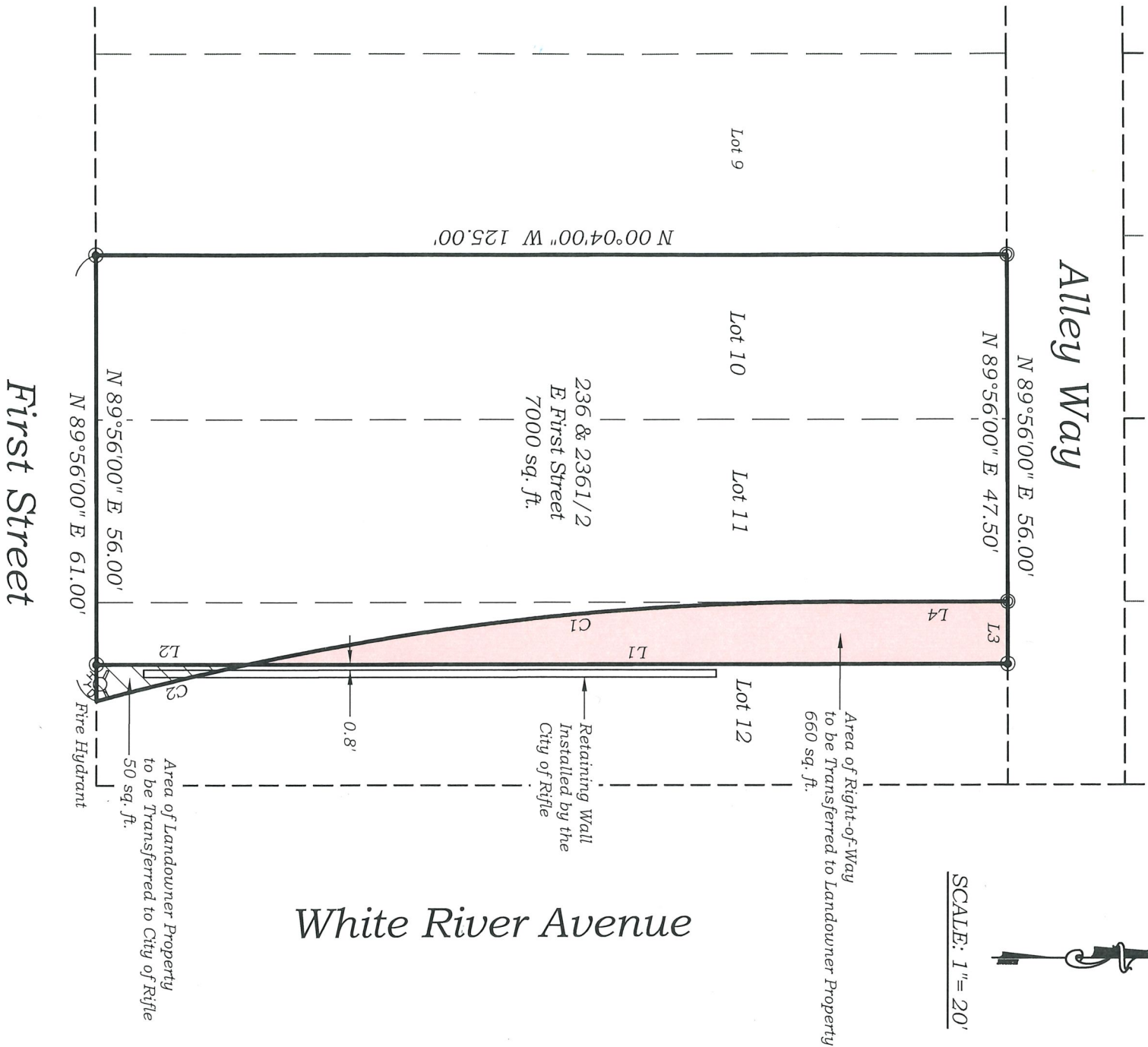
**STAFF COMMENTS**

Public Works Staff has reviewed the proposal and has no concerns. Based on the survey provided by the applicant, there are no utility easements that are impacted. City water and wastewater lines will not be impacted and there is no change to property access. There is no room on this property or the property to the north for installation of a sidewalk.

RECOMMENDATION

Staff recommends that the City Council approve the ROW vacation request.

Alley Way



SCALE: 1" = 20'

LEGEND

Found #5 Rebar 
Set 18" #5 Rebar and
1-1/4" Orange Plastic Cap
Stamped "PROP CORNER PLS 36572" 

LINE	BEARING	DISTANCE
L1	N 00°04'00" W	104.33'
L2	N 00°04'00" W	20.67'
L3	S 89°56'00" W	8.50'
L4	S 00°04'00" E	19.30'

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	388.10'	85.63'	85.45'	S 05°46'31" E	12°38'29"
C2	388.10'	21.27'	21.27'	S 13°39'57" E	3°08'23"

136 East Third Street
Rifle, Colorado 81650
Ph. (970) 625-1330
Fax (970) 625-2773



DATE: AUGUST 30, 2022
JOB NO: 236 E 1ST

The map shows a residential property with the following details:

- Streets:** Alley (top), E 1st Street (bottom), Whiteriver Avenue (right).
- Lot Dimensions:**
 - Lot 9: 125.00' W, 1.6' E (top), 3.1' E (bottom).
 - Lot 10: 25.0' W (top), 12.3' E (bottom).
 - Lot 11: 6390 sq. ft. (area), 19.30' E (top).
 - Lot 12: 19.30' E (top), 12.3' E (bottom).
- Structures and Features:**
 - Cabin:** 236 1/2 E 1st Street, 25.0' W, 12.3' E.
 - Metal Shed:** 14.1' W, 9.5' E.
 - Single Story Wood Frame House:** 236 E 1st Street, 38.3' W, 31.0' E, 10.1' W, 17.7' E.
 - Gravel:** 6390 sq. ft. area.
 - Retaining Wall:** Installed by the City of Rifle.
 - Fire Hydrant:** Located near the bottom right corner.
 - Concrete Wall:** Located near the bottom left corner.
 - Sidewalk:** Located near the bottom right corner.
- Angles and Distances:**
 - Top boundary: N 89°56'00" E 47.50'.
 - Right boundary: S 00°04'00" E 19.30'.
 - Bottom boundary: N 89°56'00" E 61.00'.
 - Left boundary: N 00°04'00" W 125.00'.
 - Internal angle: D=15°46'52", R=388.10', L=106.90', CB=S 07°20'42" E, CH=106.56'.
- Other Notes:**
 - Found #5 Rebar (top left).
 - Alley Access (top center).
 - Asphalt Pad (top right).
 - Concrete (multiple locations).

PROPERTY DESCRIPTION

IMPROVEMENT LOCATION CERTIFICATE

I FURTHER CERTIFY THAT THE IMPROVEMENTS ON THE ABOVE DESCRIBED PARCEL ON THIS DATE, AUGUST 19, 2022, EXCEPT UTILITY CONNECTIONS, ARE ENTIRELY WITHIN THE BOUNDARIES OF THE PARCEL, EXCEPT AS SHOWN, THAT THERE ARE NO ENCROACHMENTS UPON THE DESCRIBED PREMISES BY IMPROVEMENTS ON ANY ADJOINING PREMISES, EXCEPT AS INDICATED, AND THAT THERE IS NO APPARENT EVIDENCE OR SIGN OF ANY EASEMENT CROSSING OR BURDENING ANY PART OF SAID PARCEL, EXCEPT AS NOTED.

Michael J. Langhorne
MICHAEL J. LANGHORNE COLORADO REGISTRATION NO. 36572
FOR AND ON BEHALF OF
BOOKCLIFF SURVEY SERVICES INC.

136 East Third Street
Rifle, Colorado 81650
Ph. (970) 625-1330
Fax (970) 625-2773



BOOKCLIFF
Survey Services, Inc.

DATE: AUGUST 19, 2022

JOB NO: LANG 236

CITY OF RIFLE, COLORADO
ORDINANCE NO. 18
SERIES OF 2022

AN ORDINANCE OF THE CITY OF RIFLE, COLORADO, APPROVING THE
VACATION OF A PORTION OF RIGHT OF WAY ADJACENT TO 236 EAST
1ST STREET IN THE CITY.

WHEREAS, Michael Langhorne (hereinafter “Owner”) owns certain real property located at 236 East 1st Street within the City of Rifle (hereinafter the “Property”); and

WHEREAS, Owner filed a Petition with the City of Rifle, Colorado, requesting that it vacate a portion of the White River Avenue right-of-way adjacent to the Property as depicted on Exhibit A attached hereto and incorporated herein by this reference (hereinafter “right-of-way vacation”); and

WHEREAS, the City constructed improvements to Whiteriver Avenue that included a retaining wall after which the right-of-way vacation serves no public transportation purpose; and

WHEREAS, the City installed a fire hydrant on the southeast corner of the Property and Owner is willing to convey that area also shown on Exhibit A (the “Fire Hydrant Area”) to the City to square off the Property; and

WHEREAS, the City shall not vacate any easement, right-of-way or roadway if doing so would jeopardize the rights of the public, or any public utility; however, in this case, the proposed right-of-way vacation would not jeopardize the public, any public utility, or deny any owner of access to their property; and

WHEREAS, pursuant to C.R.S. §43-2-303(1)(a), the City Council may vacate any roadway or part thereof located within the corporate limits of the City subject to any provision of the City Charter, the Constitution and the Statutes of the State of Colorado; and

WHEREAS, the City Council finds and determines that the right-of-way vacation is not presently needed for transportation purposes nor will it need to be used by the City or the public.

NOW, THEREFORE, THE COUNCIL OF THE CITY OF RIFLE, COLORADO, ORDAINS THAT:

1. Incorporation. The Rifle City Council adopts the foregoing recitals and conclusions as facts and determinations and incorporates them by reference as if set forth in full herein.

2. Vacation and Merger. The right-of-way adjacent to the Property as shown on Exhibit A is hereby vacated, and this vacated right-of-way shall merge with the adjacent property as provided by C.R.S. §42-3-302.

3. Recordation. The right-of-way vacation provided for herein shall not become effective until this Ordinance is recorded with the Office of the Clerk and Recorder of Garfield County by the City.

4. Acceptance of Fire Hydrant Area. The City Council hereby accepts the conveyance of the Fire Hydrant Area from Owner to the City which will occur by separate quit claim deed and recorded with the Office of the Clerk and Recorder of Garfield County by the City.

5. Waiver of Defects. In executing this document, Owner waives all objections it may have over the final disposition of the right-of-way vacation and its merger pursuant to state statute, defects, if any, in the form of this document, the formalities for execution, or over the procedure, substance, and form of the ordinances or resolutions adopting this document.

INTRODUCED on September 7, 2022, read by title, passed on first reading without amendment, and ordered published as required by the Charter.

INTRODUCED a second time at a regular meeting of the Council of the City of Rifle, Colorado, held on September 21, 2022, passed without amendment, approved and ordered published in full as required by Charter.

Dated this ____ day of _____, 2022.

CITY OF RIFLE, COLORADO

By: _____
Mayor

ATTEST:

City Clerk

OWNER:

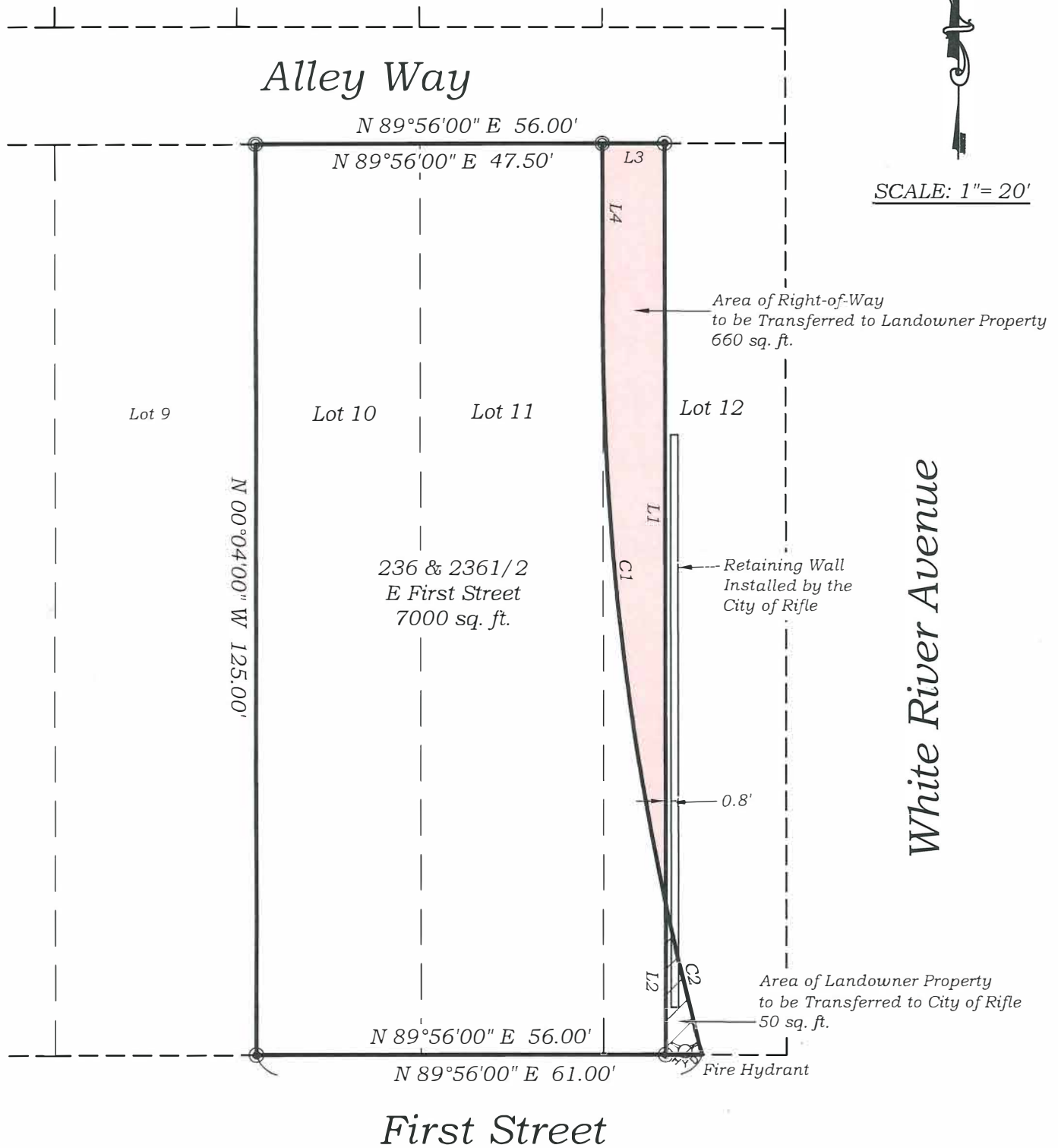
Michael Langhorne

EXHIBIT A

EXHIBIT A



SCALE: 1" = 20'



LEGEND

Found #5 Rebar ©

Set 18" #5 Rebar and
1-1/4" Orange Plastic Cap

Stamped "PROP CORNER PLS 36572" ●

LINE	BEARING	DISTANCE
L1	N 00°04'00" W	104.33'
L2	N 00°04'00" W	20.67'
L3	S 89°56'00" W	8.50'
L4	S 00°04'00" E	19.30'

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	388.10'	85.63'	85.45'	S 05°46'31" E	12°38'29"
C2	388.10'	21.27'	21.27'	S 13°39'57" E	3°08'23"

136 East Third Street
Rifle, Colorado 81650
Ph. (970) 625-1330
Fax (970) 625-2773



BOOKCLIFF
Survey Services, Inc.

DATE: AUGUST 30, 2022

JOB NO: 236 E 1ST

QUIT CLAIM DEED

THIS DEED is made this ____ day of _____, 2022 between MICHAEL LANGHORNE (“Grantor”) and the CITY OF RIFLE, COLORADO whose address is 202 Railroad Ave. Rifle, Colorado 81650 (“Grantee”).

WITNESS, that the Grantor, for and in consideration of the sum of TEN DOLLARS, the receipt and sufficiency of which is hereby acknowledged, does hereby remise, release, sell and QUITCLAIM unto the Grantee, and the Grantee’s heirs and assigns, forever, all the right, title, interest, claim and demand which the Grantor has in and to the following described property located in Garfield County, Colorado:

That area shown on Exhibit A attached hereto and incorporated herein by this reference labelled “Area of Right-of-Way to be Transferred to City of Rifle 50 sq. ft.” (the “Property”).

TOGETHER WITH AND INCLUDING any and all associated appurtenances;

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances and privileges thereunto belonging, or in anywise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever of the Grantor, either in law or equity, to the only proper use, benefit and behoof of the Grantee, and the Grantee’s heirs and assigns, forever.

IN WITNESS WHEREOF, the Grantor has executed this deed on the date set forth above.

GRANTOR:

By: _____
Michael Langhorne

STATE OF COLORADO)
) ss.
COUNTY OF GARFIELD)

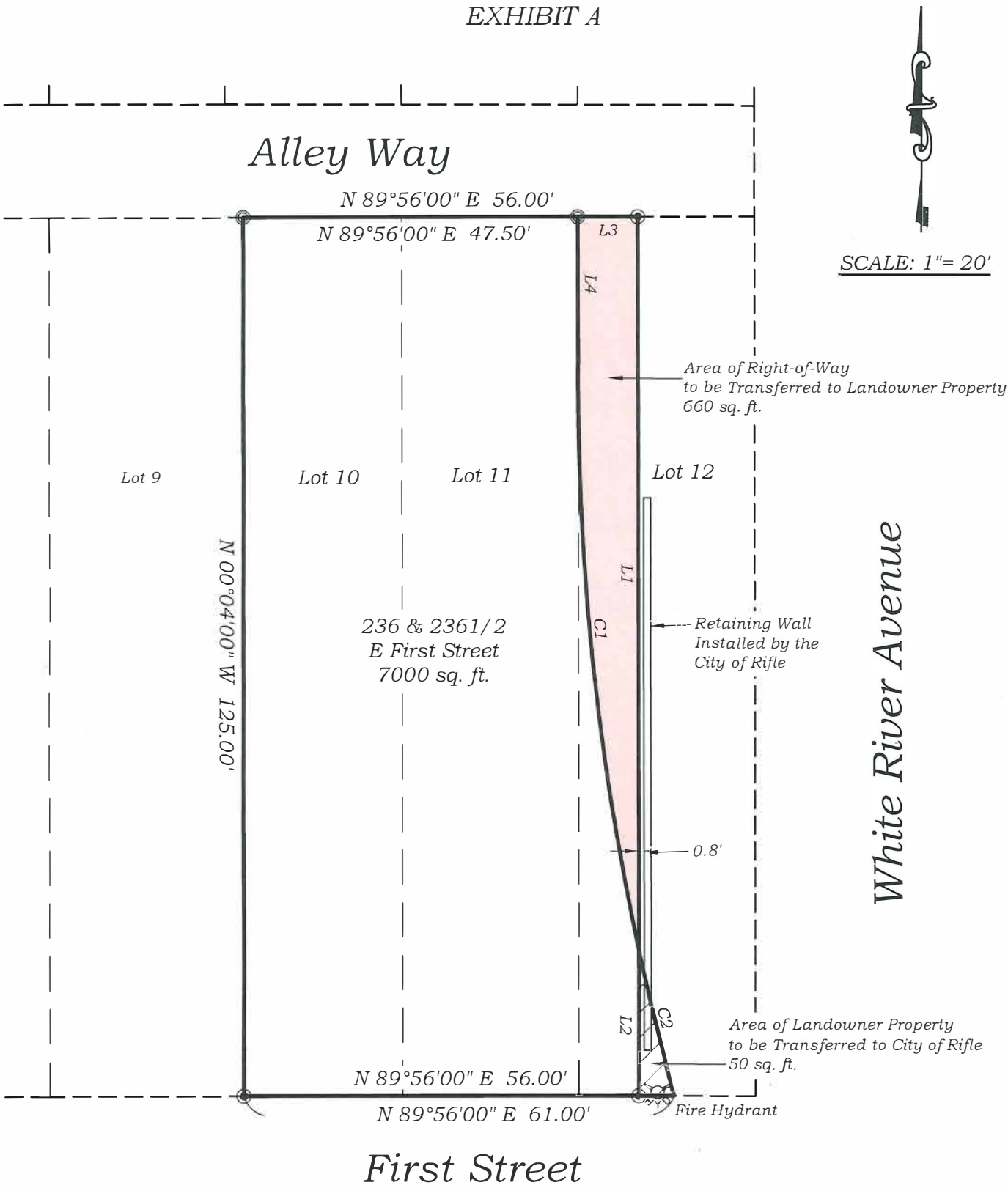
The foregoing instrument was acknowledged before me this ____ day of _____, 2022, by Michael Langhorne.

Witness my hand and official seal.

My commission expires:

Notary Public

EXHIBIT A



LEGEND

Found #5 Rebar Ⓞ

Set 18" #5 Rebar and
1-1/4" Orange Plastic Cap

Stamped "PROP CORNER PLS 36572" ●

LINE	BEARING	DISTANCE
L1	N 00°04'00" W	104.33'
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CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
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C2	388.10'	21.27'	21.27'	S 13°39'57" E	3°08'23"

136 East Third Street
Rifle, Colorado 81650
Ph. (970) 625-1330
Fax (970) 625-2773



BOOKCLIFF
Survey Services, Inc.

DATE: AUGUST 30, 2022

JOB NO: 236 E 1ST



Agenda Item #8.b.

Agenda Item Name:

Consider Approval of a Revocable License to Encroach for 1783 Anvil View Drive

Presenter:

Patrick Waller, Planning Director

Item Description:

Consider Approval of a Revocable License to Encroach for 1783 Anvil View Drive

Recommended Action:

Move to approve a revocable license to encroach for 1783 Anvil View Drive

Fiscal Impact:

N/A

Operational Impact:

N/A

Prior Board Motions:

None

Background Information:

The applicants, Russell and Cathy Marsh have been working with Planning Staff to complete a Lot Line Adjustment application to move the existing lot line between two properties owned by the applicant. 1783 Anvil View Avenue is developed with an existing single-family residence and the adjacent property (also owned by the applicant), 1795 Anvil View is not developed.

As part of Staff's review, it was determined that an existing shed is encroaching on City of Rifle property that was reserved for the Raynard Ditch Trail as shown on the following page. The shed was constructed prior to the applicant purchasing the property. The applicant also has a fence and landscaping improvements that are encroaching onto City property.

Executive Summary:

To address the encroachment issue, Staff recommends that Council approve a revocable license to encroach for the shed and the fence on City property. The encroachment has been reviewed by both Planning Staff and Parks and Recreation Staff. Based on the topography of the parcel neither department noted an issue with granting the encroachment and no impact to the Raynard Ditch Trail is anticipated.

Notification Requirements:

No Additional Notice Required

Prepared By:

Patrick Waller, Planning Director

Attachments:

1. Staff Memo - Marsh Revocable License
2. 20220907-Marsh Recvocable License to Encroach

DEPARTMENT OF PLANNING & DEVELOPMENT

202 Railroad Avenue, Rifle, CO 81650

Phone: 970-665-6490



MEMORANDUM

TO: City of Rifle City Council
FROM: Patrick Waller, Planning Director
DATE: September 7, 2022
SUBJECT: Revocable License - 1783 Anvil Points Drive

Background & Request

The applicants, Russell and Cathy Marsh have been working with Planning Staff to complete a Lot Line Adjustment application to move the existing lot line between two properties owned by the applicant. 1783 Anvil View Avenue is developed with an existing single-family residence and the adjacent property (also owned by the applicant), 1795 Anvil View is not developed.

As part of Staff's review, it was determined that an existing shed is encroaching on City of Rifle property that was reserved for the Raynard Ditch Trail as shown on the following page. The shed was constructed prior to the applicant purchasing the property. The applicant also has a fence and landscaping improvements that are encroaching onto City property.

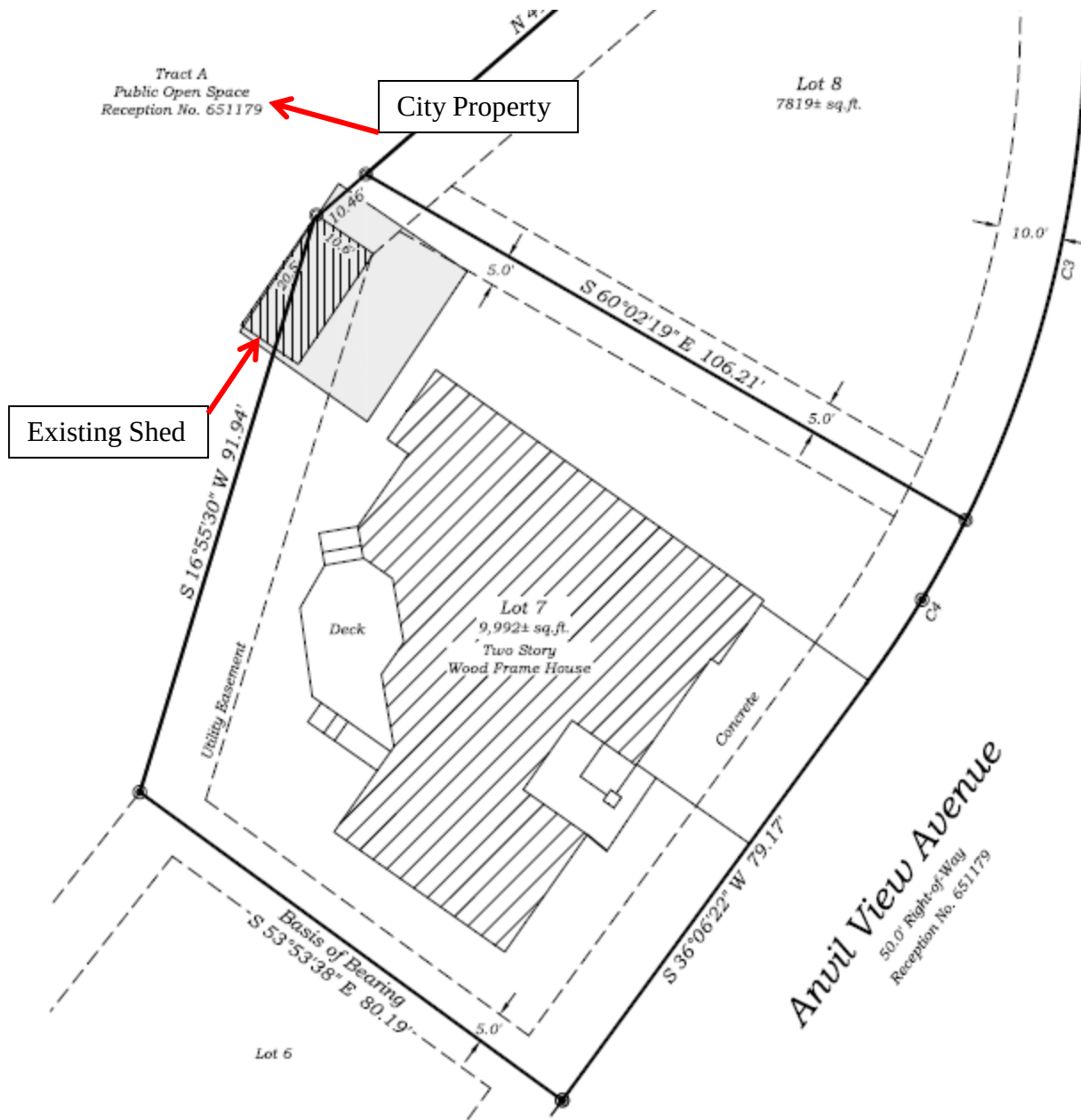
To address the encroachment issue, Staff recommends that Council approve a revocable license to encroach for the shed and the fence on City property. The encroachment has been reviewed by both Planning Staff and Parks and Recreation Staff. Based on the topography of the parcel neither department noted an issue with granting the encroachment and no impact to the Raynard Ditch Trail is anticipated.

Staff recommends that Council approve the request for a revocable license to encroach at 1783 Anvil Points Drive.

DEPARTMENT OF PLANNING & DEVELOPMENT

202 Railroad Avenue, Rifle, CO 81650

Phone: 970-665-6490



REVOCABLE LICENSE TO ENCROACH AGREEMENT

THIS REVOCABLE LICENSE AGREEMENT is made and entered into this 7th day of September 2022, by and between the CITY OF RIFLE, COLORADO, a Colorado home rule municipality (“City”) and RUSSELL C. MARSH, JR. AND CATHY M. MARSH (“Licensee”);

WITNESSETH:

WHEREAS, Licensee owns certain real property located at 1783 Anvil View Avenue, Rifle, Colorado as generally shown on Exhibit A attached hereto and incorporated herein by this reference (the “Property”); and

WHEREAS, a concrete pad and shed encroach onto the City’s opens space as shown on Exhibit A, in addition to a fence in place from the southwest corner of the shed to the boundary of the Property (collectively, the “Improvements”); and

WHEREAS, the City is willing to grant Licensee a license for the Improvements to encroach on its open space as shown on Exhibit A subject to the terms and conditions of this License Agreement.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Recitals. The foregoing recitals are incorporated by reference herein.
2. Grant of License/Conditions of Use. The City hereby grants Licensee a license for the Improvements to encroach and occupy the open space shown on Exhibit A including the fence that exists in place (the “Licensed Area”). This grant of license is expressly limited to and for the sole purpose of the maintenance and occupation of the Improvements. Licensee shall be responsible for all improvements located in the Licensed Area. This grant of license shall inure to the benefit of and be binding upon the Licensee, his heirs, devisees, executors, administrators, assignees, transferees and successors in interest.
3. Term/Revocable. The license shall extend for twenty-five (25) years from the date of this License Agreement, unless it is revoked earlier, and may thereafter be extended by mutual agreement of the parties upon terms and conditions negotiated at that time. The City may revoke this License at any time it determines in its sole discretion that the Improvements interfere with the purposes of the open space by giving Licensee ninety (90) days’ notice to remove the Improvements.
4. Indemnification. Licensee agrees to forever indemnify, defend, and hold harmless the City against all claims, liabilities, or demands whatsoever relating to or arising out of the use of the open space and the Licensed Area, the use or maintenance of the Improvements, or arising out of or related to this License Agreement.

Revocable License to Encroach Agreement
1783 Anvil View Avenue, Rifle, Colorado

5. Severability. Should any portion of this Agreement be declared invalid or unenforceable by a court of competent jurisdiction, then the remainder of this Agreement shall be deemed severable, shall not be affected, and shall remain in force and effect.

6. Entire Agreement. This Agreement is the entire agreement of the parties, and neither party has relied on any promises or representations except as expressly described herein.

7. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Colorado. The District Court in and for Garfield County, Colorado, shall be the exclusive venue for any dispute arising hereunder. In the event of such a dispute, the prevailing party shall be entitled to reasonable expenses, including attorney fees.

8. No Liens. Licensee shall keep the Improvements free and clear of any mechanic's or materialmen's liens for labor performed or material furnished at the instance or request of Licensee or anyone claiming under Licensee.

9. Recordation. This Agreement shall be recorded in the Office of the Garfield County Clerk and Recorder's Office.

10. Fees and Expenses. Licensee agrees to reimburse the City promptly upon receipt of a billing for all of the City's costs and expenses relating to the negotiation, drafting, enforcement, and performance of this Agreement, including but not limited to recording fees, engineering fees, and attorney fees.

WHEREFORE, the parties have executed this agreement effective as of the date first written above.

CITY OF RIFLE, COLORADO

ATTEST:

By: _____
Mayor

City Clerk

LICENSEE

By: _____
Russell C. Marsh, Jr.

By: _____
Cathy M.. Marsh

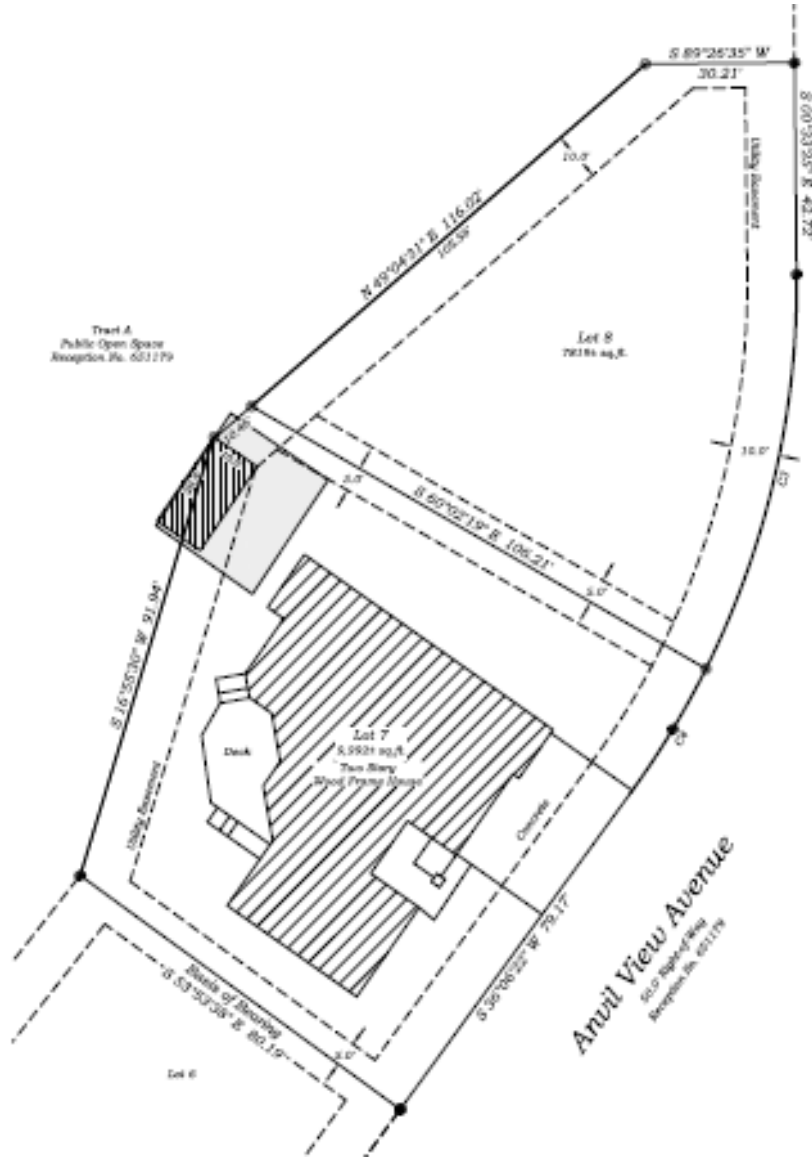
STATE OF COLORADO)
) ss.
COUNTY OF GARFIELD)

Acknowledged, subscribed and sworn to before me this _____ day of _____, 2022,
Russell C. Marsh, Jr. and Cathy M. Marsh.

WITNESS my hand and official seal. My Commission expires: _____.

Notary Public (SEAL)

EXHIBIT A



Revocable License to Encroach Agreement
1783 Anvil View Avenue, Rifle, Colorado



Agenda Item #8.c.

Agenda Item Name:

Consider Declaring Antennas as Surplus

Presenter:

Tommy Klein, City Manager

Item Description:

Declare two antennas as surplus.

Recommended Action:

Move to declare two antennas at the old water plant as surplus to be disposed of by the City Manager per Rifle City Code Sec. 4-3-130.

Fiscal Impact:

None - If the equipment sells, we anticipate a small amount of revenue.

Operational Impact:

None

Prior Board Motions:

None

Background Information:

We have plans to raze the old water plant using City personnel. We have two antennas that we are no longer using and are of no value to us on site. We are requesting Council to designate the antennas as surplus.

Executive Summary:

We have plans to raze the old water plant using City personnel. There are two antennas that we are no longer using and are of no value to us at the plant. We are requesting Council to designate the antennas as surplus. If we are unable to sell them or dispose of them according to code, we will take the scrap metal to a recycling plant.

The Rifle Municipal Code requires the Council's approval to declare items surplus if the item cost over \$10,000 at the time of purchase. The antennas were purchased over 20 years ago and we do not have information on the purchase prices for the items.

Applicable Code:

Sec. 4-3-130. - Sale of real and personal property.

SHARE LINK TO SECTION PRINT SECTION DOWNLOAD (DOCX) OF SECTIONS EMAIL SECTION
COMPARE VERSIONS All sales of real property must be approved by City Council. Personal property, such as materials, supplies and equipment, shall be sold as follows:

- (1) Any item of personal property must be designated as surplus before it may be sold. Personal property purchased by the City at a cost of ten thousand dollars (\$10,000.00) or more must be declared surplus by the City Council. The City Manager may declare all personal property purchased by the City at a cost of less than ten thousand dollars (\$10,000.00) to be surplus, but nothing in this Section shall prohibit the City Manager from referring surplus designation decisions on such property to the City Council.
- (2) The City Manager shall destroy, dispose of, trade, solicit bids, sell, or auction surplus property purchased by the City at a cost of less than ten thousand dollars (\$10,000.00) under the most cost-effective and beneficial option as determined by the City Manager in his or her sole discretion to obtain the best value from the market considering staff resources.
- (3) Unless otherwise directed by the City Council, the City Manager shall sell property purchased by the City at a cost of ten thousand dollars (\$10,000.00) or more by conventional auction methods or web-hosted public surplus auctions. When using conventional auction methods, the City Manager shall provide at least ten (10) days' notice in the official newspaper of the City and, optionally, on the City's website. Surplus property shall be sold to the highest responsible bidder. The City Manager may establish minimum bid amounts and reserve prices. If no bids are received by the City in an auction of surplus property, in lieu of undertaking a second auction of the property, the City Manager, at his or her sole discretion, may donate the item to any entity of the City Manager's choosing to which charitable donations may lawfully be made, or if the surplus property is of insignificant or no value, as determined by the City Manager in consultation with appropriate City staff members, the City Manager may order its disposal.
- (4) The City Manager shall report to the City Council within thirty (30) days of disposition the manner and terms of all completed dispositions of surplus property.
- (5) Property impounded or seized through forfeiture by the Police Department shall be excluded from this Section.

Notification Requirements:

None

Prepared By:

Tommy Klein, City Manager

Attachments:

1. Shorter Antenna
2. Taller Antenna







Agenda Item #8.d.

Agenda Item Name:

Consider Approval of Landscape Architect Firm for Birch Property Master Plan

Presenter:

Tom Whitmore, Parks & Recreation Director

Item Description:

A Request for Proposals was issued and 3 firms submitted proposals; THK Associates, Inc. of Aurora, Kaart Planning & Landscape Architecture of Grand Junction, and Design Concepts of Lafayette.

Recommended Action:

Based on scoring by members of the evaluation group, staff recommends approval of Design Concepts in the amount of \$44,727.00

Fiscal Impact:

Design Concepts proposal fees were higher than the allocated amount (\$36,000.00) for this item. \$105,000.00 was budgeted Parks Capital-Professional Services- for several projects. Staff recommends using \$8,727.00 from a lower priority item to cover the difference. The "planting plan" project, (\$15,000.00), would be re-budgeted in the future and \$8,727 of this would be used for the Birch Park Master Plan and the remainder would possibly be needed for the other master plan projects that are still being solicited.

Operational Impact:

This will involve staff time, with coordination, project meetings, etc. At this phase of the process, there will be no added cost or resource going toward maintenance requirements.

Prior Board Motions:

N/A

Background Information:

The direction from City Council in 2021 was to pursue a playground for the future park on the "Birch property". It was decided that it would be best to conduct master planning for the park parcel in order to establish the optimal location for a playground. A playground is the primary component of the 1st phase of this park.

The RFP is attached.

Executive Summary:

PRAB reviewed the 3 proposals for the Birch Property Master Plan at a regular meeting on August 29th.

The proposals were reviewed and scored and PRAB voted unanimously to affirm these results and advance the

recommendation to City Council to approve Design Concepts for the Birch Property Master Plan.

Design Concepts	Lafayette	755 points	6.5 votes	\$
44,727.00	321 staff hours			
THK Associates, Inc.	Aurora	670 points	.5	
votes	\$89,985.00	536 staff hours		
Kaart Planning	Grand Junction	640.5 points	1	
vote	\$25,125.00	208 staff hours		
6.5 votes for Design Concepts				
1 vote for Kaart				
.5 votes for THK				
(One member scored a tie between Design Concepts and THK)				

This was a small / medium / large set of choices.

All of the firms have the capability and experience to do the work. None of the proposals were a disappointment in any way, but the Design Concepts proposal seemed “optimal” for the reviewers' expectations.

\$105,000, total, was budgeted in 2022 for Master Planning for;

Birch Property--\$36k

Rifle Mountain Park--\$30k

Veterans Memorial--\$24k--TBD

Planting plan--\$15k

Because Design Concepts' proposal is for more than was allotted of the \$105k, staff recommends covering the difference with \$8,727 of the \$15k that was allotted for the planting plan, which we have not yet committed to, as the master plans are a higher priority for the department.

All 3 Proposals can be viewed at <https://www.rifleco.org/PacketAddendums>

Notification Requirements:

N/A

Prepared By:

Tom Whitmore, Parks & Recreation Director

Attachments:

1. RFP Birch Property Master Plan 2022.07.15

City of Rifle – Birch Neighborhood Park Public Engagement and Master Planning



Request for Proposal

July 15, 2022

**CITY OF RIFLE
202 RAILROAD AVENUE
RIFLE, COLORADO 81650**

2022

Proposal Due Date: August 16, 2022

Award Date: September 7, 2022

Estimated Completion Date: April 10, 2023

Project Directory

Parks and Recreation Director

Tom Whitmore
3100 Doaks Lane
Rifle, CO 81650
970-665-6489
twitmore@rifleco.org

Assistant Parks and Recreation Director

Austin Rickstrew
3100 Doaks Lane
Rifle, CO 81650
970-665-6578
arickstrew@rifleco.org

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INVITATION FOR PROPOSAL

For

Birch Neighborhood Park Public Engagement and Master Plan Design (8 pages)

The City of Rifle invites firms to submit proposals to provide a plan, process, and approach for the public engagement and master planning for a parks parcel known as 2025 Birch.

Proposals will be accepted until 3:30 p.m., August 16, 2022. It is the sole responsibility of the consultant to see that the proposal is delivered to the City before the submission deadline. The consultant shall bear all risks associated with delays in the mail or delivery service. Late proposals will not be considered. An electronic copy may be e-mailed.

This is a BEST VALUE solicitation. Qualifications, experience, performance on past projects (good standing), proposed staff and project manager, and availability are critical aspects of our analysis. The review of submittals will look at completeness of proposal, scope of work consistent with RFP, personnel skill and availability, designated project managers, reviewers, commitment to schedule, and cost.

The RFP and associated addendums can be found at <https://www.rifleco.org/216/Projects-Out-To-Bid>. Questions concerning this proposal shall be addressed to Tom Whitmore, Parks and Recreation Director at twhitmore@rifleco.org.

Instructions for Proposal

The proposal shall be submitted in one part. Please limit the proposal to 15 pages (excluding resumes, project descriptions, and any required attachments) of text and/or figures, photos, etc., one sided. A basic corporate resume of qualifications is sufficient.

A proposed agreement is required as an attachment.

Submit the proposal by the deadline to:

Tom Whitmore, Parks and Recreation Director

twhitmore@rifleco.org

City of Rifle

202 Railroad Avenue

Rifle, Colorado 81650

Proposals shall include:

- 1) Project Understanding & Approach
 - a. Provide an overview of the consultant's public engagement outreach strategy including the use of technology for surveys and in-person meetings as well as the structure of public meetings. This should include a description of how to reach various subsets of Rifle demographics.
 - b. Address key project issues the consultant envisions focusing on for the public engagement and master plan design of the park project
 - c. Provide a list of previous similar projects along with contact information
 - i. Projects shall include experience in both public engagement and master plan design.
- 2) Brief corporate resume and sub-consultants including projects performed involving public engagement and master planning
- 3) Proposed Agreement naming this RFP and associated addendums contract documents
- 4) Fee Proposal in the form of detailed spreadsheet with a breakdown of staff names, hours, hourly rate, and fee for each proposed task, subtask, and sub-consultants.

Evaluation Criteria

Qualifying Firms are required to have experience in

- Public Engagement Processes
- Master Planning Processes for Publically Owned Parcels

Qualifying Firms will be rated by the sum of the points below ranging from 0-100

- (0-20) Technical Expertise of the Firm
- (0-30) Previous Experience on Project Similar in Scope
- (0-15) Completeness and Accuracy of Proposal
- (0-20) Project Approach
- (0-15) Proposal Cost

The submissions will be ranked by the City using the criteria above and negotiations will be conducted with the highest ranked firm to adjust scope and fee to add preferences/omissions and remove unwanted aspects of the proposal. Once an agreement is reached on the final scope, schedule and budget, the selection (with adjusted fee and scope) will be sent to City Council for award. The City has the right to reject all proposals. Non-responsive proposals will be rejected.

Background

The City of Rifle received 5 acres through parkland dedication. The parcel address is 2025 Birch Avenue in Rifle. The adjacent neighborhood has become densely constructed and the need for a playground is apparent. It is desired to engage the public to determine desires for the park and to develop a master plan which includes:

1. Public engagement with 2 community meetings
2. Master Plan Design with pedestrian/ vehicle circulation plans
3. Construction cost estimate
4. Phasing Plan

City Staff has identified a number of elements that should be included for the park plan:

1. Inclusive Playground/Play Area (which will be the priority element for the first phase)
2. Restroom/Port-o-let structure
3. Parking
4. Trails and connections
5. Open turf for flexible sports use
6. Landscape areas and trees
7. Naming/Theming of the park

Purpose

The City of Rifle is seeking proposals that:

1. Provide multiple options, and opportunities, for public input and engagement on the development of the property. Public engagement should be designed to reach the varied demographic subsets of Rifle citizens.
2. Identify, review, and provide preliminary budgetary feedback on the multiple options that were identified through the public engagement process.

Scope of Work

Kickoff Meetings and Data Review

1. Kickoff meeting with key City Staff stakeholders. This meeting will identify key topics that should be considered as part of the public engagement process.
 - a. Will include what City Staff sees as opportunities and potential issues
2. Review existing data and information regarding the location.

Public Meetings & Outreach

3. It is anticipated that there will be at least 2 public meetings for input.
4. Additional opportunities for public input should be made available including websites, social media, and surveys.

Identify Property Development Options

5. Based on public input and feedback the consultant will provide a master plan
 - a. Options should include an analysis of number of Staff that is needed for maintenance.
6. The final deliverable will include naming options for the Park.

Presentation of Results:

Upon completion of the analysis, the consultant shall be responsible for presenting a summary of the outreach process to the Rifle Parks and Recreation Advisory Board and Rifle City Council that describes the identified plan. The consultant will also provide a written document detailing the public outreach process and results and master plan illustrations of the park.

Meetings

There will be weekly update meetings with City Staff.

Project Schedule

Last date for questions-email	August 8, 2022
Proposals Due	August 16, 2022
Award (Council meeting)	September 7, 2022
Kickoff meeting/Confirm schedule	September 26 , 2022
Public Meetings and Outreach	October, 2022 to February, 2023
Final Presentation	April 10, 2023

Interviews

The City may elect to conduct interviews of project teams associated with this solicitation. Interviews times would be scheduled by the City.



Agenda Item #8.e.

Agenda Item Name:

Consider Approval of Purchase Request for Street Lights on West Second Street

Presenter:

Craig Spaulding, Civil Engineer

Item Description:

Consider Approval of Purchase Request for Street Lights on West Second Street

Recommended Action:

Move to approve the purchase request in the amount of \$45,000 to CED New Castle.

Fiscal Impact:

This project was not within the CIP Maintenance Plan but received grant funding, making the project financially feasible.

Operational Impact:

This will increase the street lights in the current inventory but requires very little maintenance.

Prior Board Motions:

The construction contract has already been approved in a regular council meeting.

Background Information:

Main Street Revitalization Grant awarded in May provided an opportunity for the City of Rifle address what is to be considered urban blight in the downtown area. Since Sno-White laundry service vacated the property in the 100 Block of W. 2nd Street in the mid-2000's, it has sat vacant and unimproved. It should be considered one of the prime development spaces in the City of Rifle, but developers who have understood its potential, priced it to the point which prospective developers would be hard pressed to make it profitable. This grant gave us the opportunity to change the game.

With the grant, we were provided funds, which when applied to constructive rehabilitation, could help us extend the amazing shopping venues which are now Downtown Rifle and the Centennial Parkway (Wendy's) Rehabilitation. Very much to the credit of property owners of the north side of this roadway section – Johnson Construction, John Savage and Louis Koutsoubos, who have all improved the look of their properties, a project to improve drainage and the aesthetics of this Block has the potential of making this property attractive to potential developers. This is work that needs to be done regardless of whether the lot is developed due to poor asphalt, drainage, and virtually no landscaping. It does nothing to enhance the look of Rifle as one enters the downtown area.

The Grant valued at \$150,000, while only 24% of the cost of this project, is money that we should consider important. With the changing economy, this money provides a much-needed boost to funds necessary for such

work and allows us to make vital improvements to our city at a time that we are witnessing rampant increase of construction costs.

Executive Summary:

This procurement is critical to the West Second Street Project and money was saved by procuring the material in house.

Notification Requirements:

none

Prepared By:

Craig Spaulding, Civil Engineer

Attachments:

1. Memo_West Second Street Lights Purchase Request
2. Purchase Request_West Second Street Lights 9-1-22

PUBLIC WORKS



TO: Brian Prunty
FROM: Craig Spaulding
DATE: September 1, 2022
RE: West Second Street Lights

The purpose of the following memo is to provide recommendation of approval for procurement of 2 intersection luminaires and 9 globe style street lights for a total amount of \$44,697.37.

The procurement is a sole source through CED which is a local electrical supplier. CED was chosen because of their expertise, customer service, and local location (New Castle, Colorado). CED received quotes from 2 different suppliers of the lights specified by the City of Rifle. Comparing the prices to recent projects the expense is cheaper than the same lights procured in 2022 and the same as lights procured in 2020.

The lighting improvements to this street will improve functionality, safety and aesthetics which is the intent of the Second Street Project.



CITY OF RIFLE
202 RAILROAD AVENUE • P.O. BOX 1908 • RIFLE, CO 81650
WWW.RIFLECO.ORG



**CITY OF RIFLE
PURCHASE REQUEST**

1.	Vendor Name	NEW: W-9 attached ☐
	CED New Castle	

2.	Vendor Address
	6420 CR 335 #D
	New Castle CO 81647

3.	For the Purchase of (description)
	Procurement of Street Lights for
	West Second Street Improvements

4.	Amount Requested	Amount Budgeted	Finance Director Verified Funds Avail.
	\$45,000.00	\$0	

5.	Dept. Name	General Ledger Acct #
	Public Works	201-4312-400-733

6.	Type of Purchase
	Capital Construction
	Capital Construction – Change Order
	Capital Equipment
	Plant Equipment
	x Materials, supplies, non-profession/technical services (includes computer/software maint.)
	Professional Services
	Utilities (includes equipment installation)
	Land, easements, ROW

7.	Purchasing Process Required
	Cooperative Purchasing
	Open Market
	Comparative Pricing
	Request for Proposal (attach bid tab)
	Formal Bid (attach bid tab and advertisement)
	x Single Source (attach an explanation)

8.	Authorization Required
	City Manager
	City Council

9.	Signatures		
	Position	Signature	Date
	Department Director		
	City Manager		
	City Council Approval (meeting date)		
10.	Purchase Order # assigned by Finance		

General summary of purchasing ordinance (Section 4, Art. III)

TYPE OF CONTRACT	ESTIMATED AMOUNT	PROCESS	Purchase Order? Purchase Request?	CITY COUNCIL APPROVAL REQUIRED?
Capital Construction	< \$5,000	Open Market (informal evaluation by purchasing agent)	> \$5,000 - PO	Yes if over \$20,000 or for any amount from Capital Fund.
	\$5,000-\$20,000	Comparative Pricing (solicit quotes from 3) vendors/suppliers)	Purchase Request	
	\$20,001-\$100,000	Competitive Bid (see Code Sec 4-3-40)		
	> \$100,000	Bonded Competitive Bid		
Capital Construction Change orders	< = 10% of approved contract	When total change orders to date are < 10% - Dept Head or City Manager Approval	Purchase Request	Yes if total change orders to date are greater than 10%
	> 10% of approved contract			
Capital Equipment	< \$5,000	Open Market (informal evaluation by purchasing agent)	> \$5,000 - PO	Yes if over \$20,000 or for any amount from Capital Fund.
	\$5,000-\$20,000	Comparative Pricing (solicit quotes from 3 vendors/suppliers)	Purchase Request	
	> \$20,000	Competitive Bid (see Code Sec 4-3-40)		
Plant Equipment Replacement (purchases necessary for replacement of existing equipment that is component part of any water, wastewater, or physical plant)	< \$7,500	Open Market (informal evaluation by purchasing agent)	> \$5,000 - PO >= \$5,000 - Purchase Request	Yes if over \$75,000
	\$7,500-\$75,000	Comparative Pricing (solicit quotes from 3 vendors/suppliers)	Purchase Request	
	>\$75,000	Competitive Bid (see Code Sec 4-3-40)		
Materials, Supplies, Non- Professional Services and Technical Services (including software/hardware maintenance technical services)	< \$10,000	Open Market (informal evaluation by purchasing agent)	> \$5,000 - PO >= \$5,000 - Purchase Request	Yes if over \$20,000
	>\$10,000	Comparative Pricing (solicit quotes from 3 vendors/suppliers)	Purchase Request	
Professional Services (note- process for appointed positions such as auditor, attorney, engineer, or municipal judge to be determined by Council)	< \$25,000	Open Market (informal evaluation by purchasing agent)	All - Purchase Request	Yes if anticipated to exceed \$25,000 per year to a single vendor
	> = \$25,000	Written requests for written proposals must be sent to at least 3 firms or individuals		
Utilities including installation of equipment (purchases to secure utility services such as natural gas, electricity, local telephone, water, or sewer)	any amount	Single Source (negotiations, where appropriate, after good faith determination that only one viable source exists in relevant supply area - keep records for one year)	> \$5,000 - PO >= \$5,000 - Purchase Request	No
Real Property Interest (including easements and rights of way)	any amount	Single Source (see above)	> \$5,000 - PO >= \$5,000 - Purchase Request	Yes if over \$5,000.



Agenda Item #8.f.

Agenda Item Name:

Consider Approval of Landmark EPC, LLC for the Design and Management of Whiteriver Avenue, Morrow Drive, and Tripp Drive

Presenter:

Craig Spaulding, Civil Engineer

Item Description:

Consider approval of Landmark EPC, LLC for the design and management of Whiteriver Avenue, Morrow Drive, and Tripp Drive

Recommended Action:

Move to approve Landmark EPC, LLC for the design and management of Whiteriver Avenue, Morrow Drive, and Tripp Drive in the amount of \$374,585.00.

Fiscal Impact:

The three roads encompassed in this design are all within the CIP and Maintenance plan. The design services were not all in 2023 but due to the similar design scope of the three roads were placed in one RFQ to be designed in 2023. This will increase the projected costs in 2023 but not change planned expenses for the current 5 year plan. It should be noted that a majority of the proposed costs will be incurred in 2023 and have been recommended in the 2023 budget.

Operational Impact:

These projects will increase reliability of roadways and waterlines and should in turn reduce some regular maintenance that is currently performed.

Prior Board Motions:

none

Background Information:

Bank settlement is seen on Morrow Drive, Whiteriver Avenue and Tripp Drive. This settlement was analyzed by Kumar and recommendations for improvements were made. The improvements require structural and geotechnical expertise so all improvements were advertised under the same design contract.

Executive Summary:

The design services were advertised publicly and one bid was received. Multiple firms that work with the City of Rifle stated that they were not going to bid on this project because of its geotechnical and structural scope. Landmark EPC has a strong resume in this field and can perform all of the work associated with this project in house. Because Landmark is qualified and their costs are comparable or lower than the designs of similar

projects, it is recommended that Landmark is awarded the design of Morrow Drive, Whitreiver Avenue and Tripp Drive.

Notification Requirements:

none

Prepared By:

Craig Spaulding, Civil Engineer

Attachments:

1. Morrow Tripp Whiteriver Proposal_Landmark 8-26-22
2. Tripp Drive Map 7-27-22
3. Whiteriver and Morrow Drive Map 7-27-22
4. Memo_Morrow Tripp Whiteriver Design Award
5. Purchase Request_Morrow Tripp Whiteriver_Landmark 9-1-22



City of Rifle
Craig Spaulding
Project Engineer
202 Railroad Ave
Rifle, CO 81650
(970) 665-6556

RE: City of Rifle Street Improvements: Morrow Drive, Whiteriver Avenue, Morrow Drive

Landmark EPC, LLC wishes to express interest in providing the City of Rifle our Engineering services for the design and construction phases in accordance with the Project referenced above. We have reviewed the documents provided and believe Landmark has the staff, qualifications, and experience to provide these services for the City of Rifle.

Landmark has been providing these services to private and municipal communities in Garfield County, as well as surrounding areas since Landmark began in 1969. Having these services in-house has allowed Landmark to provide our clients with the solutions to their projects in a timely and economical manner. The enclosed documentation will demonstrate we are more than capable of providing these services.

The enclosed submission for this RFP will show that Landmark is the firm that can complete the City projects as well or better than any other firm. If you have any questions, please feel free to call our office.

Sincerely,
Landmark EPC LLC,

Rodney A Harr, P.E.

Project Understanding And Approach

Landmark EPC LLC has selected a Team that has over 100 years of combined experience in performing these types of projects. Landmark also intends to use our own in-house departments to complete this project. Landmark intends to use our Survey, Civil Engineering, Structural Engineering, and Subsurface Utility Engineering (SUE) Departments for this project. Should the need arise, we can call upon our Geotechnical, Potholing, Planning, Irrigation Design and Landscape Architecture Departments to assist with this project.

Upon receipt of Notice to Proceed, the Team will request a time for a Kick-off Meeting with the City of Rifle staff that will be working with our Team on this project. When an acceptable date and time has been agreed upon, our Team will prepare an Agenda for the Kick-off Meeting. The Agenda will review the anticipated scope and approach the Team proposes for the completion of this project. The Kick-off Meeting should be held in person. However, it is possible that future status meetings will be held via video conferencing (Microsoft Teams) or other media source depending on the City's requirements. At the Kick-off Meeting the Lead Team Members who will be working on the project will be introduced to the City Staff. At the meeting Landmark will request copies of information the City has in its files regarding existing plan and profile drawings, as-built drawings, easement and right-of-way documents, existing drainage reports, traffic counts (if available), and other pertinent data that may be available. The City and Landmark will discuss and further refine the project scope, known project limitations, and project assumptions for the Morrow Drive, Whiteriver Avenue, and Tripp Drive projects. Each of these different parts of the project will have similar portions, i.e. pavement repair, replacement or overlay recommendations, survey, SUE, bank stabilization, and roadside

drainage improvements, while Whiteriver Avenue will also have waterline replacement and ADA ramps. It is assumed there are existing services on the watermain that will need to be kept in service while the replacement is installed. It will be necessary to locate the service lines for these existing customers to be able to tie them into the new line when it is installed, chlorinated, pressure tested, and accepted by the City. It is noted that there is the possibility of encountering wetlands, at least on the Morrow Drive part of the project. Landmark has worked with the U. S. Army Corps of Engineers in the past and are aware of the various levels of allowed disturbance and/or the need for Nationwide or Individual permits for the work to be completed. It is hopeful that the disturbed area will be kept to less than 0.1 acres or less than 0.5 acres as each of these thresholds required different levels of effort with the Corps.

Based on the information provided Meeting Minutes will be generated documenting the agreed upon final scope, project limitations, and project assumptions. Landmark will prepare a detailed project schedule for the three areas included in this project. The schedule will include milestones, the anticipated critical path for the projects, scheduled Project Update Meetings and the anticipated deliverables to the City. The Project Update Meetings will be set as bi-weekly unless the City desires a different schedule.

After the Kick-off Meeting, the Team will begin the Study and Report Phase of the project that will include data reconnaissance, site survey, and SUE using ASCE 38 Standards for the project. It will be necessary to perform a site survey to collect the data related to street widths, sidewalks, grades, right-of-way, above grade and below grade utilities and other necessary site features to provide the required design. The SUE and Survey Departments will work together to identify the site features for the project. It should



LANDMARK

LOVELAND 970-667-6286 TOLL FREE 866-379-625
www.landmarkepc.com
5803 Lockheed Avenue Loveland,
Colorado 80538

be noted that the Survey may well extend beyond the RFP limits to complete the project documentation and it may be recommended that LiDAR be used to collect the survey data required. It may also be necessary to call upon our Potholing Department if a utility is found to be located in a critical physical location. Our SUE equipment is extremely accurate with horizontal locations and capable of giving approximate depth but if the depth elevation is critical to the design, it may be necessary to pothole the utility. The information collected via Survey and SUE will be utilized for the design of the project improvements. Even though the Kumar Geotechnical and Pavement Reports provide pavement thickness design based on an EDLA of 25, they are not specific on the locations for the pavement rehabilitation and/or patching. This will need to be evaluated onsite by one of our Engineers or Technicians. While the field survey is being completed the easement and right-of-way information provided by the City will be reviewed to see if the areas of proposed design improvements will be within these limits. If not, Landmark will provide the necessary exhibits for permanent and/or temporary construction easements for the City's use in acquiring said easements. Landmark will depend on the City's Legal Council to prepare the actual Easement Agreements. The need for these easements will be based on the project requirements and may not be fully known until the Preliminary Design (anticipated to be at 30% to 40%) of the project. If any of the easements are critical for the project, they will be noted for the City to obtain sooner than later if it is deemed they may have an impact on the project design. At this time, this is not anticipated but if necessary, may come into play. Landmark will also identify, consult with, and analyze the requirements of jurisdictional entities that might be impacted by the project. Landmark will also advise the City regarding the findings for the project as it relates to the codes, standards, and applicable design standards and the availability of different innovative design,

contracting, or procurement methods for the proposed project. Landmark will provide the City with CAD and PDF copies of the SUE Survey along with a Written Report/Study of the road construction and bank stabilization for the Morrow Drive, Whiteriver Avenue, and Tripp Drive roadways in accordance with the requirements in Section 1.02 of the RFP. The information will be presented at a Presentation Meeting with the City Staff to review the findings and discuss City requested revisions. These revisions will be documents and a revised written Report/Study will be provided if required.

Using the information collected by Landmark Survey and SUE Departments along with the site evaluation, upon written acceptance and authorization by the City, the Preliminary Design Report process will begin. Landmark will use City of Rifle Public Works Manual, CDOT M & S, PROWAG, and AWWA Regulations and Guidelines for the design. The Preliminary Design Report will include Final Design Recommendations for the Demolition Plans if required (in accordance with Section 5.2, Embankment Plans if required (in accordance with Section 5.4, Street Improvements (in accordance with Section 100.5) including Plan and Profile Drawings with horizontal and vertical curves (if needed) and site distance triangles (in accordance with table in Section 100.2), road cross sections, curb, gutter, sidewalk, and cross pans (in accordance with Section 100.6), signage and striping plans, traffic control plan (in accordance with Section 50), erosion control, road-side bank stabilization, and roadside drainage improvements (in accordance with Sections 100.8 and 105) which may include subsurface storm drainage inlets and pipes. The bank stabilization will depend on the distance from the road, slope, required cut or fill (if any), and stability of the slope material. Stabilization may include erosion control vegetation mats, dry stack retaining wall, cast in-place retaining walls, driven sheet piles, gabion mats, or some other



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Colorado 80538

form of stabilization depending on the site-specific requirements. Our Civil Engineering and Structural Engineering Departments will work together to provide the best fit solution for the situation considering surcharge, hydrostatic loadings, and potential groundwater seepage where applicable. Depending on the final solution, there may be impacts to the stormwater runoff for the roadway. Changes in the runoff will need to be addressed and infrastructure provided to contain the changes. This may require extending or adding drainage features and erosion control measures beyond the limits of the project as defined in the RFP.

In addition, for the Whiteriver Avenue portion of the project, it will be necessary to also provide a design for a watermain replacement. This watermain is assumed to be a distribution main (in accordance with Sections 20, 30, 100.7, 115 and AWWA Requirement). It is assumed the existing watermain will need to remain in service while the new main is being installed. It is also assumed, if there is space available in the roadway, that the new watermain will need to be installed prior to the replacement of the existing roadway. As stated previously, it is also assumed there are existing services that will need to be tied into the new watermain once it is installed, backfilled, chlorinated, flushed, pressure tested, and accepted by the City for service. It is also assumed there may be existing fire hydrants on the existing watermain that need to be replaced.

It was also noted that Whiteriver Avenue will also require the design and addition of ADA Access Ramps. The location and design of these will be in accordance with the City's requirements and in accordance with the ADA Standards.

It is assumed the City will want to proceed with the flexible pavement recommendation in the Kumar and Associates, Inc. Geotechnical Engineering Study, Pavement Section Design, and Embankment Stabilization Report due to the

initial cost difference of rigid pavement installation. However, this rigid pavement option will be reviewed for applicability to the site and the encountered conditions.

Regarding the disturbance of the wetland area, our survey will determine the limits of the disturbance. If the area is found to be minimal Landmark will make the necessary contacts with the U. S. Army Corps of Engineers for verification and substantiation. If the area is found to be outside the minimal limits of a Nationwide Permit, Landmark will contact an Environmental Specialist to assist with the necessary permits and applications. The fee for the services of this outside consultant will be provided to the City for review and approval prior to engaging the Environmental Specialist.

This Preliminary Design Phase Written Report/Study of the road construction and bank stabilization for the Morrow Drive, Whiteriver Avenue, and Tripp Drive roadways in accordance with the requirements in Section 1.03 of the RFP. The report will include 30% Design Drawings, a written report outlining the potential utility interference issues and recommended design solutions, the easement requirements, Engineers Estimate of Probable Cost, and other necessary supporting documentation for the City's review. The information will be presented at a Presentation Meeting with the City Staff to review the findings, and discuss City requested revisions. These revisions will be documents and a revised written Preliminary Design Report/Study will be provided if required.

Upon written acceptance and authorization by the City, the Final Design Phase will begin. The Final Design will include the required Demolition Plans, Embankment Plans, Street Improvements including Plan and Profile Drawings with horizontal and vertical curves, site distance triangles, road cross sections, curb, gutter, sidewalk, and cross pans Signage and Striping



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Plans, Traffic Control Plan, Erosion Control Plan, Road-side Bank Stabilization Plan, and Roadside Drainage Improvements Plans which may include subsurface storm drainage inlets and pipes. In addition, the Whiteriver Avenue portion of the project will require Watermain Plan and possible Profile Plan if required. The necessary details will also be included in the Final Design Phase. Our Survey, SUE, Civil Engineering, Structural Engineering Departments will work together to provide Final Construction Plans and Specifications with the best fit solution for the three roads. As necessary, Landmark will make site visits to review the design. The Landmark Team will also meet in person or via conference call, or video conference those jurisdictional agencies that will need to provide review or permits for the completion of the project.

This Final Design Phase will be presented to the City in three separate meetings at three different stages of the design. The first is anticipated to occur at a Final Design Draft which will occur at the approximate 60% to 70% stage of design. The Final Design Draft will be presented at a meeting with City Staff to review and discuss the Final Design Draft for the road construction and bank stabilization for the Morrow Drive, Whiteriver Avenue, and Tripp Drive roadways. Meeting Minutes will be prepared by Landmark and distributed to the City outlining the comments, revisions, required, and next steps to completion of the project.

The second Final Design Draft review will occur when the City requested revisions have been made and the Final Design has advanced to an approximately 90% to 95% stage based on the previous input from the City Staff. The Second Final Design Draft will be presented at a meeting with City Staff to review and discuss the Final Design Draft for the road construction and bank stabilization for the Morrow Drive, Whiteriver Avenue, and Tripp Drive roadways. Meeting Minutes will be prepared by Landmark and

distributed to the City outlining the comments, revisions, required, and next steps to completion of the project.

The Final Design Drawings, Specifications, and Engineers Estimate of Probable Cost will be provided to the City ready for Construction Bidding for the road construction and bank stabilization for the Morrow Drive, Whiteriver Avenue, and Tripp Drive roadways, including the watermain in Whiteriver Avenue. These three Final Design submittal shall be in accordance with the requirements in Section 1.04 of the RFP.

During the Bidding/Proposal Phase, Landmark shall assist the City with preparation and distribution of the Bid Packet. Landmark will attend a Pre-Bid Meeting with the City to review the proposed project with potential Bidders. Landmark will provide written responses to the Contractors Request For Information (RFI) and review submittals for "or equal" products or materials for the project. In addition, Landmark will assist and consult with the City regarding the contractor, sub-contractor, supplier, and other related service qualifications for the project. Landmark will assist, if required, in Bid Negotiations and Award of the Contract to the apparent qualified Bidder. These services will be provided by Landmark in accordance with the requirements in Section 1.05 of the RFP.

During the Construction Phase of the project(s), Landmark will provide General Construction Administration representing the City during construction. It is anticipated that the City will have it's own Staff that will want to over see the day to day operations and Landmark will be available by telephone or video conference but will also make a site visit once a week unless additional site observations are required. Landmark will assist the City in selecting an Independent Testing Laboratory; attending the Pre-Construction Meeting; set up Electronic Transmittal Protocols;, Review Schedules,



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Material Submittals, and Pay Requests; provide information to Contractor regarding required permits and verify permits are received; verify the survey benchmarks and baselines for the projects; and if necessary prepare and issue Field Orders, and review Change Orders for the projects. It is anticipated that each projects construction will occur over a 6 month (24-week period) for fee proposal purposes. Since it is anticipated that construction on these projects will occur in 2025 and 2026, Landmark reserves the right to adjust the anticipated hourly rate and reimbursable expenses to current values at that time in the future. These services will be provided by Landmark in accordance with the requirements in Section 1.06 of the RFP.

After each project is completed, Landmark will assist the City in performing a Substantial Completion review of the project construction to identify defects or damage and make recommendations for repair or replacement. Landmark will assist the City in performing a Final Review of the project to verify the defective work or materials have been corrected. This will be documented as the Final Construction of each project and begin the 12-month Contractor Warranty Period. At approximately 11-months from the Final Construction Date, Landmark will assist the City on a Warranty Review of the finished project prior to the release of the Contractor from the Warranty. Since it is anticipated that construction on these projects will be completed in 2026 and 2027, Landmark reserves the right to adjust the anticipated hourly rate and reimbursable expenses to current values at that time in the future. These services will be provided by Landmark in accordance with the requirements in Section 1.07 of the RFP.



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Executive Summary

Landmark EPC (Landmark) is a multi-disciplinary design and construction firm made up of Civil Engineers, Urban Planners, Landscape Architects, Land Surveyors, Geotechnical Engineers, Subsurface Utility Engineers, and Construction Managers that has served the Rocky Mountain States since 1969.

Landmark's design team of qualified professionals coupled with our extensive client base and project history provides us with the experience necessary to complete your projects successfully. With a staff of 20 professionals representing nine disciplines, we are available to meet the needs of your projects. In addition, our highly experienced support staff allows us to fully explore the opportunities and constraints surrounding a project and enable us to meet the demands of each project. To the development industry, "time is money", so we at Landmark value our client's needs believing success lies in our dedication to service, commitment to design excellence, open door communication, and maintaining a wide range of technical expertise to deliver a project on time and within budget.

Landmark's rigorous attention to detail coupled with our strong understanding of the delicate interrelationship between development, community, and the physical/natural environment is the foundation of our practice. Landmark seeks to strike a sensitive balance between creativity and livability with every project. These dynamic design process results are projects that are uniquely suited to the client, the community, and the environment.

Philosophy

The cornerstone of Landmark's customer service philosophy is our dedication to open communication between the client and our team. We make it a point to engage with our clients early to cooperatively craft a communications plan customized for each client and project to ensure that our clients have access to timely information they need to make informed decisions. From things as simple as providing regular meetings between the project team and Client representatives, to reporting dashboards built upon Microsoft Teams, Landmark EPC is dedicated to ensuring our clients are fully informed.

If dedication to open communications is the cornerstone of the Landmark EPC philosophy, then the commitment to providing unified engineering and construction services is the capstone. Our team works shoulder-to-shoulder to ensure that each division provides focused services selected and assembled with project and client success in mind.



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Capabilities & Experience

Landmark EPC has almost every facet of this design-build project covered with our professional personnel. As a highly diversified, multi-disciplinary design and construction firm made up of Civil and Structural Engineers, Planners, Landscape Architects, Surveyors, Geotechnical Engineers, Subsurface Utility Engineers, and Construction Managers, we can handle all the major designs and locates necessary for this project under one roof.

Key Personnel- Licensing & Compliance Status

The Landmark EPC team leads that we have selected for this project have over 100 years of collective experience in bank stabilization and road design. Key Personnel resumes are included in this proposal. A list of these key team members is as follows:

Rod Harr, P.E. – Engineering Project Manager and Point of Contact: CO & WY (In Good Standing)

Jeff Olhausen, P.E. – Project Engineer: CO & WY (In Good Standing)

Jeff Van Horn, P.L.S. – Professional Land Surveyor: CO & VA (In Good Standing)

Guy (Skip) McIntosh – Subsurface Utility Engineering (SUE) Manager: CO (In Good Standing)

Larry Miller, P.G. – Geotechnical Manager: CO (In Good Standing)

Related Experience

**Wonderview Condominiums-* Jim Redman- (918) 630-2864- Sewer Main: Wonderview Condominiums Sewer Main consisting of approximately 1,300 L.F. of 8" sanitary sewer mains and 8 manholes west of Estes Park. This project also included the location of the existing service line locations. The project was funded by the State Revolving Fund (SRF). Design was for the period of 2017 to 2018. Services provided: Civil Engineering, Survey, Geotechnical Investigation, Materials Testing, etc.

**City of Greeley-* Justin Scholz- (970) 350-9826- Sanitary Sewer Replacement: From 2014 through 2016, Landmark completed the City of Greeley sewer relocation in 12th Ave., 13th Ave., and 15th Ave. to install 8" sewer main to replace existing 4" and 6" while keeping service. This project consisted of 680 L.F. of sewer main, eight new manholes on existing mains, and lowering two water mains that initially crossed. The sewer replacement used Landmark EPC's Survey Department to provide topographic surveys, the Geotechnical Department to provide Geotechnical Investigations and utility locates, and the Civil Engineering Department to provide the design. Services provided: Civil Engineering, Survey, Geotechnical Investigation, Utility Locates/SUE, etc.

Morrow Drive Portion - \$122,023

TASK	DESCRIPTION	QUANTITY	RATE	TOTAL
Kick Off Meeting	Engineering Director	16 hrs	\$ 170.00	\$ 2,720.00
	Senior Civil Engineer II	16 hrs	\$ 137.00	\$ 2,192.00
	Hotel & Per Diem	2 ea	\$ 200.00	\$ 400.00
	Trucks	2 dy	\$ 144.00	\$ 288.00
				\$ 5,600.00
Site Survey & Easements	(2) Man Crew	32 hrs	\$ 150.00	\$ 4,800.00
	Hotel & Per Diem	8 ea	\$ 200.00	\$ 1,600.00
	Trucks	4 dy	\$ 144.00	\$ 576.00
	Senior Surveyor (+ Easements)	64 hrs	\$ 115.00	\$ 7,360.00
				\$ 14,336.00
Subsurface Utility Engineering	811 Locate Notifications	1 ea	\$ 95.00	\$ 95.00
	Subsurface Designating with Field Mapping	24 hrs	\$ 150.00	\$ 3,600.00
	Hotel & Per Diem	3 ea	\$ 200.00	\$ 600.00
	Trucks	3 dy	\$ 144.00	\$ 432.00
				\$ 4,727.00
Study and Report Phase	Senior Civil Engineer II	40 hrs	\$ 137.00	\$ 5,480.00
	CADD Tech	40 hrs	\$ 80.00	\$ 3,200.00
	Senior Civil Engineer II (Presentation to City Staff)	16 hrs	\$ 137.00	\$ 2,192.00
	Hotel & Per Diem (Presentation to City Staff)	1 ea	\$ 200.00	\$ 200.00
	Trucks (Presentation to City Staff)	2 dy	\$ 144.00	\$ 288.00
	Engineering Director	4 hrs	\$ 170.00	\$ 680.00
	Staff Engineer (Study & Report- Bank Stabilization)	8 hrs	\$ 87.00	\$ 696.00
				\$ 12,736.00
Preliminary Desgin Phase	Senior Civil Engineer II	80 hrs	\$ 137.00	\$ 10,960.00
	CADD Tech	80 hrs	\$ 80.00	\$ 6,400.00
	Engineering Director	8 hrs	\$ 170.00	\$ 1,360.00
	Staff Engineer (Study & Report- Bank Stabilization)	16 hrs	\$ 87.00	\$ 1,392.00
	Senior Civil Engineer II (Presentation to City Staff)	16 hrs	\$ 137.00	\$ 2,192.00
	Hotel & Per Diem	1 ea	\$ 200.00	\$ 200.00
	Trucks	2 dy	\$ 144.00	\$ 288.00
				\$ 22,792.00
Final Design Phase	Senior Civil Engineer II	40 hrs	\$ 137.00	\$ 5,480.00
	CADD Tech	40 hrs	\$ 80.00	\$ 3,200.00
	Engineering Director	4 hrs	\$ 170.00	\$ 680.00
	Staff Engineer (Bank Stabilization)	8 hrs	\$ 87.00	\$ 696.00
	Senior Civil Engineer II (Presentations - 3 - to City Staff)	48 hrs	\$ 137.00	\$ 6,576.00
	Hotel & Per Diem (Presentations to City Staff)	3 ea	\$ 200.00	\$ 600.00
	Trucks (Presentations to City Staff)	6 dy	\$ 144.00	\$ 864.00
				\$ 18,096.00
Bidding/Proposal Phase	Senior Civil Engineer II	24 hrs	\$ 137.00	\$ 3,288.00
	Engineering Director	8 hrs	\$ 170.00	\$ 1,360.00
	Hotel & Per Diem (Meeting with City Staff)	1 ea	\$ 200.00	\$ 200.00
	Trucks (Meeting with City Staff)	2 dy	\$ 144.00	\$ 288.00
				\$ 5,136.00
Construction Phase	Senior Civil Engineer II	80 hrs	\$ 137.00	\$ 10,960.00
	Staff Engineer (Site Visits)	192 hrs	\$ 87.00	\$ 16,704.00
	Hotel & Per Diem	24 ea	\$ 200.00	\$ 4,800.00
	Trucks	24 dy	\$ 144.00	\$ 3,456.00
				\$ 35,920.00
Post Construction Phase	Senior Civil Engineer II (Site Walkthrough)	16 hrs	\$ 137.00	\$ 2,192.00
	Hotel & Per Diem	1 ea	\$ 200.00	\$ 200.00
	Trucks	2 dy	\$ 144.00	\$ 288.00
				\$ 2,680.00

Whiteriver Ave. Portion - \$140,251

TASK	DESCRIPTION	QUANTITY	RATE	TOTAL
Kick Off Meeting	Engineering Director	16 hrs	\$ 170.00	\$ 2,720.00
	Senior Civil Engineer II	16 hrs	\$ 137.00	\$ 2,192.00
	Hotel & Per Diem	2 ea	\$ 200.00	\$ 400.00
	Trucks	2 dy	\$ 144.00	\$ 288.00
				\$ 5,600.00
Site Survey & Easements	(2) Man Crew	32 hrs	\$ 150.00	\$ 4,800.00
	Hotel & Per Diem	8 ea	\$ 200.00	\$ 1,600.00
	Trucks	4 dy	\$ 144.00	\$ 576.00
	Senior Surveyor (+ Easements)	64 hrs	\$ 115.00	\$ 7,360.00
				\$ 14,336.00
Subsurface Utility Engineering	811 Locate Notifications	1 ea	\$ 95.00	\$ 95.00
	Subsurface Designating with Field Mapping	24 hrs	\$ 150.00	\$ 3,600.00
	Hotel & Per Diem	3 ea	\$ 200.00	\$ 600.00
	Trucks	3 dy	\$ 144.00	\$ 432.00
				\$ 4,727.00
Study and Report Phase	Senior Civil Engineer II	80 hrs	\$ 137.00	\$ 10,960.00
	CADD Tech	80 hrs	\$ 80.00	\$ 6,400.00
	Senior Civil Engineer II (Presentation to City Staff)	16 hrs	\$ 137.00	\$ 2,192.00
	Hotel & Per Diem (Presentation to City Staff)	1 ea	\$ 200.00	\$ 200.00
	Trucks (Presentation to City Staff)	2 dy	\$ 144.00	\$ 288.00
	Engineering Director	4 hrs	\$ 170.00	\$ 680.00
	Staff Engineer (Study & Report- Bank Stabilization)	8 hrs	\$ 87.00	\$ 696.00
				\$ 21,416.00
Preliminary Desgin Phase	Senior Civil Engineer II	100 hrs	\$ 137.00	\$ 13,700.00
	CADD Tech	100 hrs	\$ 80.00	\$ 8,000.00
	Engineering Director	8 hrs	\$ 170.00	\$ 1,360.00
	Staff Engineer (Study & Report- Bank Stabilization)	16 hrs	\$ 87.00	\$ 1,392.00
	Senior Civil Engineer II (Presentation to City Staff)	16 hrs	\$ 137.00	\$ 2,192.00
	Hotel & Per Diem	1 ea	\$ 200.00	\$ 200.00
	Trucks	2 dy	\$ 144.00	\$ 288.00
				\$ 27,132.00
Final Design Phase	Senior Civil Engineer II	64 hrs	\$ 137.00	\$ 8,768.00
	CADD Tech	64 hrs	\$ 80.00	\$ 5,120.00
	Engineering Director	4 hrs	\$ 170.00	\$ 680.00
	Staff Engineer (Bank Stabilization)	8 hrs	\$ 87.00	\$ 696.00
	Senior Civil Engineer II (Presentations - 3 - to City Staff)	48 hrs	\$ 137.00	\$ 6,576.00
	Hotel & Per Diem (Presentations to City Staff)	3 ea	\$ 200.00	\$ 600.00
	Trucks (Presentations to City Staff)	6 dy	\$ 144.00	\$ 864.00
				\$ 23,304.00
Bidding/Proposal Phase	Senior Civil Engineer II	24 hrs	\$ 137.00	\$ 3,288.00
	Engineering Director	8 hrs	\$ 170.00	\$ 1,360.00
	Hotel & Per Diem (Meeting with City Staff)	1 ea	\$ 200.00	\$ 200.00
	Trucks (Meeting with City Staff)	2 dy	\$ 144.00	\$ 288.00
				\$ 5,136.00
Construction Phase	Senior Civil Engineer II	80 hrs	\$ 137.00	\$ 10,960.00
	Staff Engineer (Site Visits)	192 hrs	\$ 87.00	\$ 16,704.00
	Hotel & Per Diem	24 ea	\$ 200.00	\$ 4,800.00
	Trucks	24 dy	\$ 144.00	\$ 3,456.00
				\$ 35,920.00
Post Construction Phase	Senior Civil Engineer II (Site Walkthrough)	16 hrs	\$ 137.00	\$ 2,192.00
	Hotel & Per Diem	1 ea	\$ 200.00	\$ 200.00
	Trucks	2 dy	\$ 144.00	\$ 288.00
				\$ 2,680.00

Tripp Dr. Portion - \$112,311

TASK	DESCRIPTION	QUANTITY	RATE	TOTAL
Kick Off Meeting	Engineering Director	16 hrs	\$ 170.00	\$ 2,720.00
	Senior Civil Engineer II	16 hrs	\$ 137.00	\$ 2,192.00
	Hotel & Per Diem	2 ea	\$ 200.00	\$ 400.00
	Trucks	2 dy	\$ 144.00	\$ 288.00
				\$ 5,600.00
Site Survey & Easements	(2) Man Crew	24 hrs	\$ 150.00	\$ 3,600.00
	Hotel & Per Diem	6 ea	\$ 200.00	\$ 1,200.00
	Trucks	3 dy	\$ 144.00	\$ 432.00
	Senior Surveyor (+ Easements)	40 hrs	\$ 115.00	\$ 4,600.00
				\$ 9,832.00
Subsurface Utility Engineering	811 Locate Notifications	1 ea	\$ 95.00	\$ 95.00
	Subsurface Designating with Field Mapping	24 hrs	\$ 150.00	\$ 3,600.00
	Hotel & Per Diem	3 ea	\$ 200.00	\$ 600.00
	Trucks	3 dy	\$ 144.00	\$ 432.00
				\$ 4,727.00
Study and Report Phase	Senior Civil Engineer II	32 hrs	\$ 137.00	\$ 4,384.00
	CADD Tech	32 hrs	\$ 80.00	\$ 2,560.00
	Senior Civil Engineer II (Presentation to City Staff)	16 hrs	\$ 137.00	\$ 2,192.00
	Hotel & Per Diem (Presentation to City Staff)	1 ea	\$ 200.00	\$ 200.00
	Trucks (Presentation to City Staff)	2 dy	\$ 144.00	\$ 288.00
	Engineering Director	4 hrs	\$ 170.00	\$ 680.00
	Staff Engineer (Study & Report- Bank Stabilization)	8 hrs	\$ 87.00	\$ 696.00
				\$ 11,000.00
Preliminary Desgin Phase	Senior Civil Engineer II	64 hrs	\$ 137.00	\$ 8,768.00
	CADD Tech	64 hrs	\$ 80.00	\$ 5,120.00
	Engineering Director	8 hrs	\$ 170.00	\$ 1,360.00
	Staff Engineer (Study & Report- Bank Stabilization)	16 hrs	\$ 87.00	\$ 1,392.00
	Senior Civil Engineer II (Presentation to City Staff)	16 hrs	\$ 137.00	\$ 2,192.00
	Hotel & Per Diem	1 ea	\$ 200.00	\$ 200.00
	Trucks	2 dy	\$ 144.00	\$ 288.00
				\$ 19,320.00
Final Design Phase	Senior Civil Engineer II	40 hrs	\$ 137.00	\$ 5,480.00
	CADD Tech	40 hrs	\$ 80.00	\$ 3,200.00
	Engineering Director	4 hrs	\$ 170.00	\$ 680.00
	Staff Engineer (Bank Stabilization)	8 hrs	\$ 87.00	\$ 696.00
	Senior Civil Engineer II (Presentations - 3 - to City Staff)	48 hrs	\$ 137.00	\$ 6,576.00
	Hotel & Per Diem (Presentations to City Staff)	3 ea	\$ 200.00	\$ 600.00
	Trucks (Presentations to City Staff)	6 dy	\$ 144.00	\$ 864.00
				\$ 18,096.00
Bidding/Proposal Phase	Senior Civil Engineer II	24 hrs	\$ 137.00	\$ 3,288.00
	Engineering Director	8 hrs	\$ 170.00	\$ 1,360.00
	Hotel & Per Diem (Meeting with City Staff)	1 ea	\$ 200.00	\$ 200.00
	Trucks (Meeting with City Staff)	2 dy	\$ 144.00	\$ 288.00
				\$ 5,136.00
Construction Phase	Senior Civil Engineer II	80 hrs	\$ 137.00	\$ 10,960.00
	Staff Engineer (Site Visits)	192 hrs	\$ 87.00	\$ 16,704.00
	Hotel & Per Diem	24 ea	\$ 200.00	\$ 4,800.00
	Trucks	24 dy	\$ 144.00	\$ 3,456.00
				\$ 35,920.00
Post Construction Phase	Senior Civil Engineer II (Site Walkthrough)	16 hrs	\$ 137.00	\$ 2,192.00
	Hotel & Per Diem	1 ea	\$ 200.00	\$ 200.00
	Trucks	2 dy	\$ 144.00	\$ 288.00
				\$ 2,680.00



EDUCATION

B.S. - Architectural/ Civil Engineering, University of Colorado, 1981

REGISTRATION

P.E. – Colorado and Wyoming

PROFESSIONAL AFFILIATIONS

American Institute of Steel Construction(AISC)

American Society of Civil Engineers(ASCE)

Colorado Association of Geotechnical Engineers(CAGE)

RODNEY A. HARR, P.E.

LEAD STRUCTURAL ENGINEER AND PROJECT MANAGER

PERSONAL PROFILE

Mr. Harr is a Lead Structural Engineer and Project Manager at Landmark. He also serves as a geotechnical & civil engineer for the company. His extensive background includes projects in both the public and private sectors, including both new, rehabilitation and remodel design work. His projects have ranged from bridges to residential to commercial. Mr. Harr's specific role on each project includes supervising the major structural design elements including: bridges, culverts, pump stations, and multi-story structures; civil engineering including: drainage, grading, utilities, and roads; geotechnical investigations including: boring locations, depth of borings, laboratory soils & rock analyses and sampling. He also provides independent public, commercial and residential inspections and evaluations.

PROJECT EXPERIENCE

THE RESERVE 2ND SUBDIVISION AT MARIANA BUTTE

Served as lead engineer and oversaw the civil engineering for the drainage, grading, utilities, bridge over Dry Creek, and roads for this Mariana Butte Subdivision which has been completed.

ROSSUM DRIVE AT MARIANA BUTTE

Served as lead engineer and oversaw the civil engineering for the drainage, grading, utilities, bridge over the Big Thompson River and the bridge over the Big Barnes Ditch, and road for new city arterial connecting 1st Street with Highway 34.

MOUNTAIN VIEW HIGH SCHOOL

Served as lead engineer and oversaw the civil engineering for the drainage, grading, utilities, bridge over the Farmers Irrigation Ditch at County Road 9E, and roads for this High School site

43RD STREET IMPROVEMENTS

Served as lead engineer and oversaw the civil engineering for the drainage, grading, bridge over the Loudon Ditch, and roadway improvements.

LOVELAND GOOD SAMARITAN VILLAGE

Served as lead engineer on the civil and structural design and analysis of the Health Care Addition, including grading, drainage, pavement design, as well as the structural steel columns and beams, masonry wall and veneer, glue-lam beams and concrete foundation elements



RODNEY A. HARR, P.E.

PROJECT EXPERIENCE

LOUISVILLE FIRE STATION NO.2

Served as lead engineer on civil and structural engineering for the five (5) bay addition and remodel. Provided the design for new foundation elements, floor beams, joists and slabs. Provided site grading and drainage plans, and supervised geotechnical investigation.

WESTERN AREA POWER ADMINISTRATION

Served as lead engineer on design and selection of prefabricated metal buildings. These ranged in size from 6,000 s.f. to 50,000 s.f. and included vehicle maintenance and storage areas, material storage, office space, break rooms, lunch rooms, hazardous material storage areas, and assembly areas. The buildings all had mezzanine spaces that required light to heavy storage capacities and varying head room requirements. Structural elements included foundations, steel columns and beams for both free standing and attached mezzanines, overhead cranes, steel studs, bar joist, composite decks and various metal, masonry and timber exterior and interior walls.

WESTERN AREA POWER ADMINISTRATION

Lead engineer on existing structure to add a mezzanine level for storage space. Problems encountered consisted of existing rigid frame members which reduced headroom to under five feet. Economical solution involved adding columns and modifying existing rigid frame members to obtain six foot minimum head room.

NUMEROUS RESIDENTIAL MODIFICATION

Served as lead engineer on removal or modifications to bearing walls and columns. Replacement of the elements consisted of new columns and beams, stronger beams, and adding microlams, flitch plates or structural sheathing to existing beams and walls.

NUMEROUS SUBDIVISIONS IN LOVELAND, GREELEY, FORT COLLINS, BERTHOUD, AND LARIMER COUNTY

Served as lead engineer and oversaw the civil engineering for the drainage, grading, utilities, and roads for several subdivisions either completed or currently under construction.

EDUCATION

B.S. - Architectural/ Civil Engineering, University of Colorado, 1981

REGISTRATION

P.E. – Colorado and Wyoming

PROFESSIONAL AFFILIATIONS

American Institute of Steel Construction(AISC)

American Society of Civil Engineers(ASCE)

Colorado Association of Geotechnical Engineers(CAGE)



JEFF D. OLHAUSEN P.E.

CIVIL ENGINEER AND PROJECT MANAGER PERSONAL PROFILE

Mr. Olhausen is a Project Manager and Design Engineer for Landmark with more than ten years of design and construction experience on many civil, municipal, and land development engineering projects. Mr. Olhausen has also performed surveying work for Landmark / Hogan & Olhausen since 1979. He progressed from instrument man to party chief, working on land and construction surveys including boundary surveys, topographical surveys, horizontal and vertical aerial control, construction and subdivision staking for earthwork, drainage, roads, utilities, buildings, and other construction type projects. He has also worked in the firm's geotechnical department, gaining experience in the field and laboratory on soils sampling, testing, compaction, drill rig operations and on concrete testing.

EDUCATION

B.S. - Civil Engineering,
University of Wyoming,
1994

REGISTRATION

P.E. – Colorado and
Wyoming

PROFESSIONAL AFFILIATIONS

Eagle Scout- 1984

PROJECT EXPERIENCE

MOUNTAIN VIEW HIGH SCHOOL

Served as project engineer for the design of acceleration, deceleration, and turn lanes on U.S. Highway 34 adjacent to the site; road design of a one way access into the site from Highway 34; and road design and widening of Larimer County Road 9 adjacent to the site connecting to Highway 34. Road designs included turn lane, taper and pavement design, intersection design, grading, signing, striping, and construction documents.

ROSSUM DRIVE

Served as project road designer from 1st Street to U.S. Highway 34. Work included grading, signing, striping, lane widening, and acceleration/deceleration and turn lane design, and also included intersection design for Rossum Drive at Highway 34.

NORTH BOISE AVENUE

Served as project engineer for North Boise Avenue adjacent to Boise Village PUD. Work included grading, signing and striping, pavement design, intersection design, drainage report, stormwater conveyance design for the removal of stormwater from existing subdivisions without stormwater facilities, 16" water main extension and construction documents.



JEFF D. OLHAUSEN P.E.

PROJECT EXPERIENCE

ASPEN KNOLLS SUBDIVISION

Served as project engineer for the preliminary road design of Taft Avenue and 28th Street. Work included widening Taft Avenue and 28th Street, turn lane and taper design, striping, grading, and intersection design.

WILDEWOOD SUBDIVISION AT THE POWDERHORN SKI AREA

Project representative for the subdivision. Project representation included installation inspection of sanitary and storm sewer, water main, utilities, and road construction; writing daily logs of work performed, review and approve pay requests, document record drawings. Project work also included: Survey (staking roads, water main, sanitary and storm sewer, utilities, and property corners); Geotechnical (collecting various soil samples from the site for proctors, compaction testing of utility trenches and roads); and, on site engineering (adjusting approved road grades to fit onsite needs, design of super elevations, re-engineering previously designed layouts of parking areas and roads, final storm drainage locations and elevations).

WERNIMONT REGIONAL DETENTION PONDS

Served as project engineer for the design of the City of Loveland Wernimont Regional Detention Ponds. Work included grading, pond and channel design, soils evaluations, inlet and outlet structures, overflow spillways, storm sewer design, permanent and temporary erosion control facilities, cutoff walls, cutoff trench and subdrain, certified record drawings of the site including asbuilt stage/storage calculations of the ponds, wetland mitigation, and working with the Corp of Engineers.

EDUCATION

B.S. - Civil Engineering,
University of Wyoming,
1994

REGISTRATION

P.E. – Colorado and
Wyoming

PROFESSIONAL AFFILIATIONS

Eagle Scout- 1984



JEFF L. VAN HORN P.L.S.

PROFESSIONAL LAND SURVEYOR

PERSONAL PROFILE

Mr. Van Horn is a Professional Land Surveyor in the State of Colorado. He manages the Survey Department for Landmark. His 25 years of surveying includes work in eight different states. Jeffrey also has expertise in areas such as Boundary survey, ALTA surveys, Topographic surveys, Geodetic, Oil and gas, and industrial surveying. He currently holds licenses in West Virginia and Colorado and two college degrees in Computer aided drafting and design and in Math and Physics.

PROJECT EXPERIENCE

Diamond pipeline – 500-mile pipeline constructed in 2016

Duties included as-built of pipe, Construction layout of clearing and pipe route

Pipeline – 2014-2016 work in 5 states on several pipeline projects

Duties included As-built of pipe, route surveys, pipe line construction layout, and pipe tally

Agrium Borger Nitrogen Operations. Construction layout of new plant operations.

Duties include Pipe layout, as-builts, railroad layout, Head crew chief in charge of 5 crews

Thompson School district - completed five Topographic surveys for the district

Completed five topographic surveys for improvement to schools.

Estes Park Housing Authority -ALTA/NSPS Survey

Perform survey of the construction of a multi-unit facility for Estes Park.

South Village, Loveland, Colorado - ALTA/NSPS Survey

Topographic survey for new subdivision of homes and commercial spaces

EDUCATION

ITT Tech. A.S. In
Computer Aided Drafting
and Design

Hillsborough Community
College, A.A. In Math and
Physics

REGISTRATION

P.L.S – Colorado

PROFESSIONAL AFFILIATIONS



GUY "SKIP" MCINTOSH

PROFESSIONAL SUE PERSONAL PROFILE

Mr. McIntosh is a highly regarded expert in the subsurface utility engineering profession. With over thirty-four years-experience including underground utility locating services, and underground utility construction, Skip's limitless energy, extensive experience, knowledge, and ultra-modern equipment makes Landmark SUE Services LLC. an industry leader. His vast background includes co-owning and operating Kelly Cable Corp, a large national utility excavating company. In addition, Skip co-owned and managed Safe Site Inc, a Colorado-based subsurface utility engineering and underground locating company sold in 2013 to the nation's largest locating company.

SUE PROJECT EXPERIENCE

- CDOT: SH 9 South of Kremmling
- CDPHE: 313 Elm St
- Century Link: 3254 N Navajo St
- Collins Control: 6351 Cottonwood Shores
- SEH: Alameda and Chambers

ACCOMPLISMENTS

·June 1999, Rodney Slater, Secretary of the U.S. Department of Transportation, Nationally recognized and honored Guy McIntosh for his efforts in keeping America safe through pipeline damage prevention.

·He is nationally recognized as an expert in the field of underground locating.

·Office of Pipeline Damage Prevention National Committee Member. Responsible for determining the root cause of damages to pipelines and other utilities.

·Board of Directors for the National Utility Locating Contractors Association.

Positions held in NULCA (1995-Present): Security, Treasure, Vice President, President, Chaired the committee that developed/wrote Locating Training Standards and Practices.

·National Committee Commissioned by Office of Pipeline Safety to develop and write "Best Practices for Pipeline Damage Prevention."

·Selected to the Linking Team to represent the Locating Industry National Common Ground Alliance Committee.

·Past Current Co-Chair of the CGA International Best Practice Committee.

·Responsibilities: identify best practices for the prevention of damages to underground facilities.



EDUCATION

B.S. – Geology, Fort Lewis College, 1983.

PROFESSIONAL AFFILIATIONS

NICET certification

Professional Geologist for the State of Colorado

LARRY A. MILLER

GEOLOGIST, MATERIALS TESTING LABORATORY MANAGER

PERSONAL PROFILE

Mr. Miller is a Professional Geologist in the State of Colorado. He manages the Geotechnical and Materials Testing Department for Landmark. His extensive background in materials testing has included quality control inspections on airports, public and municipal office buildings, shopping malls, petroleum plants, subdivision and street projects where testing of soils, asphalt and concrete was performed on a daily basis. Geotechnical duties include field logging for subsurface soil investigations, overseeing all laboratory tests, and compiling comprehensive geotechnical reports. He also performs Geologic Hazard studies to aid in site assessment evaluation and performs open hole inspections to verify soil conditions prior to placement of foundations.

PROJECT EXPERIENCE

THOMPSON VALLEY SCHOOL DISTRICT - NEW MIDDLE SCHOOL, LOVELAND, COLORADO

Performed both preliminary and final Geotechnical Soils Investigation to determine foundation options along with slab recommendations and other construction concerns. Additionally, performed both rigid and flexible pavement thickness option for all streets adjacent to and within the project.

ROCKY MOUNTAIN OUTLET MALL, LOVELAND, COLORADO

Performed Geotechnical Investigation for all phases of construction. Report included foundation and slab recommendations, water table concerns, lateral earth pressures and pavement thickness design options.

WELD COUNTY SCHOOL DISTRICT SIX - SCHOOL ADDITIONS, GREELEY, COLORADO

Served as head geologist on the Geotechnical Soils Investigations for three school additions. Duties included logging all soil borings, coordination of test data and compiling soils report. Was also responsible for open hole excavation inspections and materials testing for soil compaction and compressive strength testing of concrete.

ALBERTSON'S SUPERMARKET, FORT COLLINS, COLORADO

Performed all drilling and soil logging for 60,000 s.f. shopping center. Compiled soils report with foundations recommendations, and pavement thickness design options. Also supervised all material testing of soils, concrete and asphalt during the construction phase of the project.



Loveland: 970-667-6286
Toll Free: 1-866-379-6252

5803 Lockheed Ave
Loveland, CO, 80538
www.landmarkepc.com

Date: 08/26/2022

Client Information

Project Data

Scope

For Proposal Use

Type of Fee

Prices quoted above will expire 30 days from the date listed if not signed and returned in that time.

Terms and Conditions

GENERAL: This instrument constitutes an offer to perform services when signed by an authorized representative of LANDMARK and delivered to CLIENT. This instrument shall become an enforceable AGREEMENT when CLIENT has either (i) returned a signed copy to LANDMARK; or (ii) begun paying LANDMARK pursuant to the terms herein. If CLIENT makes any unilateral modifications or alterations to this instrument, such shall *not* become part of the AGREEMENT and shall *not* be enforceable unless and until initialed by LANDMARK, nor will the scope of LANDMARK'S services be reduced without written mutual agreement. Where PROJECT scope is expanded by CLIENT, or if changes in anticipated scope of PROJECT become apparent, LANDMARK will inform CLIENT so that changes in LANDMARK'S scope and fee can be adjusted accordingly. CLIENT shall not assign this AGREEMENT without the written consent of LANDMARK. This AGREEMENT shall extend to and be binding upon the respective heirs, personal representatives, successors, and assigns of the parties.

FEE: Excepting fixed fee agreements, CLIENT understands the quoted fee to be merely an estimate. LANDMARK shall not normally exceed estimated fees by more than twenty percent without CLIENT'S written approval. Services performed on an hourly basis will normally be charged at employee hourly rates current when the service is rendered or at hourly rates based on the type of services being performed. Reimbursable expenses shall be added to all fee types, including fixed fees, based on actual expenses times 1.15 or based on established charges where applicable, such as for reproduction, mileage, and special equipment.

PAYMENTS: Any invoice *not* challenged within **14 days** from invoice date shall be considered reviewed and accepted by CLIENT. LANDMARK may bill CLIENT biweekly as work progresses. Payments are due in full at LANDMARK within thirty (30) days of the invoice date. Amounts unpaid after 30 days shall be in default and shall accrue interest of one and one-half percent (1-1/2%) per month, applied to the unpaid balance, dating from the invoice date. Interest will be compounded monthly. Payments on accounts in default shall be first applied to interest owed. If outstanding amounts are not paid within 60 days of invoice date, LANDMARK may terminate service without waiving any claim or right against CLIENT, and without liability whatsoever to the CLIENT. Materials and information relating to such services will not be released. LANDMARK will not be responsible for any penalty, damage, or hardship that may result from such termination of services. LANDMARK reserves the right to file lien(s) against the PROJECT and seek collection of all



unpaid invoices by any legal action deemed appropriate. Lien/collection expenses, including all costs, expenses and attorney fees, LANDMARK'S personnel time, and all service fees incurred by LANDMARK shall be added to accounts in default and paid by CLIENT. Retainers shall be credited on the final invoice.

RETAINER: If applicable, retainers are due prior to the commencement of any work. Retainers will be held by LANDMARK and applied at the end of the project on the final invoice unless otherwise specified.

STANDARD OF CARE/PRACTICE: LANDMARK'S services under this AGREEMENT will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances in the vicinity of the PROJECT. LANDMARK shall put forth reasonable professional efforts to comply with codes, regulations and laws in effect at the time of this Agreement. No other warranties, express or implied, are made. LANDMARK shall not sign any documents, no matter by whom requested, that require LANDMARK to certify, guarantee or warrant the existence of conditions whose existence LANDMARK cannot ascertain. CLIENT agrees not to make resolution of any dispute with LANDMARK or payment of any amount due LANDMARK contingent upon LANDMARK'S signing such certifications.

INSURANCE: LANDMARK will ordinarily maintain insurance coverages for: (a) Statutory Workman's Compensation; (b) Bodily Injury and Property Damage for General Liability; (c) Bodily Injury and Property Damage for Automobile Liability; and (d) Professional Liability Coverage. Certificates of insurance are available upon request. If CLIENT requires coverage limits in excess of those maintained by LANDMARK or if CLIENT requires additional coverages, CLIENT shall pay all costs and premiums associated with same.

LIMITATIONS ON LIABILITY: In recognition of the relative risks, rewards and benefits of the PROJECT to both CLIENT and LANDMARK, CLIENT agrees that, to the fullest extent permitted by law, LANDMARK'S total liability to CLIENT for all injuries, claims, losses, expenses, damages or claim expenses (including costs, attorney fees and interest) arising from or caused by LANDMARK'S services for the PROJECT shall not exceed \$50,000.00. Such causes include, but are not limited to, LANDMARK'S negligence, errors, omissions, strict liability, breach of contract, contribution and indemnity. In the event of a dispute, CLIENT agrees to make claim against LANDMARK as a corporate entity only and not against any individual, employee, owner, officer, director or agent of LANDMARK (collectively, "INDIVIDUALS"). LANDMARK and CLIENT also waive claims against each other for consequential damages arising out of or relating to the services provided pursuant to this AGREEMENT. This mutual waiver includes claims for losses of use, rent, income, profit, financing, business, and reputation, for delay damages, including but not limited to, increased construction and financing costs, loss of management and labor productivity and lost opportunity to complete other projects. This waiver extends, without limitation, to all consequential damages due to either party's termination under this AGREEMENT. INDIVIDUALS shall be deemed intended third party beneficiaries of these Limitations on Liability, shall have standing to enforce this AGREEMENT and shall be awarded all costs, expenses and attorney fees incurred in defending claims asserted against them. LANDMARK'S services pursuant to this AGREEMENT are solely for the benefit of CLIENT. Except as outlined in this section, neither party intends to confer a benefit on any other person or entity. To the extent that any other person or entity claims a benefit from LANDMARK'S services, the parties deem such benefit to be purely incidental and such person or entity shall not be deemed an intended third-party beneficiary of this AGREEMENT, nor shall such person or entity have any rights to bring claims against LANDMARK pursuant to this AGREEMENT.

JOBSITE ACTIVITIES: CLIENT agrees that the general contractor is solely responsible for jobsite safety and for health and safety precautions required by regulatory agencies; likewise, the general contractor is solely responsible for construction means, methods, sequences, schedules, techniques and procedures necessary for performing, supervising and coordinating the work of construction in accordance with the contract documents. LANDMARK has no authority to direct or control the general contractor's jobsite activities, and shall have no liability for these jobsite activities. Accordingly, CLIENT shall i) make these jobsite activities obligations of the general contractor in CLIENT'S agreement with the general contractor; ii) require the general contractor to indemnify CLIENT, LANDMARK and LANDMARK'S consultants against claims arising from the general contractor's jobsite activities; and iii) require the general contractor to name LANDMARK and LANDMARK'S consultants as additional insured under the general contractor's general liability insurance policy.

ACCESS: LANDMARK shall have access to the PROJECT site to perform its services. LANDMARK will take precautions to minimize damage due to its activities, but shall not be responsible for the correction or repair of any damage, unless specified in writing as part of this AGREEMENT.

TIME LINES OF PERFORMANCE: LANDMARK will perform its services with due and reasonable diligence consistent with sound professional practices. This AGREEMENT is based on an orderly and continuous progression of the PROJECT. The schedule is based upon a reasonable estimate of time to perform the services and does not include allowances for review or approval time by CLIENT and others.

TERMINATION: Either CLIENT or LANDMARK may terminate this AGREEMENT at any time, with or without cause, upon giving the other party ten (10) calendar days prior written notice. If CLIENT terminates LANDMARK, then in addition to paying all outstanding amounts due, CLIENT shall reimburse LANDMARK for all expenses it reasonably incurs in connection with termination, up to and including but not limited to, demobilization, reassignment of personnel, and space and equipment costs. The sum of all termination charges shall become due and payable immediately.

OWNERSHIP OF INSTRUMENTS OF SERVICE/COPYRIGHT: All reports, plans, specifications, field data, notes and other documents, including all documents on electronic media, prepared by LANDMARK are instruments of its service and shall remain the property of LANDMARK, and may not be used by CLIENT for any other endeavor without the written consent of LANDMARK.

JURISDICTION: This AGREEMENT shall be governed by and construed in accordance with the laws of the State of Colorado. Any claim or dispute arising out of this AGREEMENT shall be brought in the Courts of Larimer County, State of Colorado.



Loveland: 970-667-6286 5803 Lockheed Ave
Toll Free: 1-866-379-6252 Loveland, CO, 80538
www.landmarkepc.com

Services shall not commence until CLIENT returns signed AGREEMENT to LANDMARK'S office.

Client Signature: _____ **Date:** _____

(Person Responsible For Payment or Authorized Agent)

Landmark Signature: _____ **Date:** _____

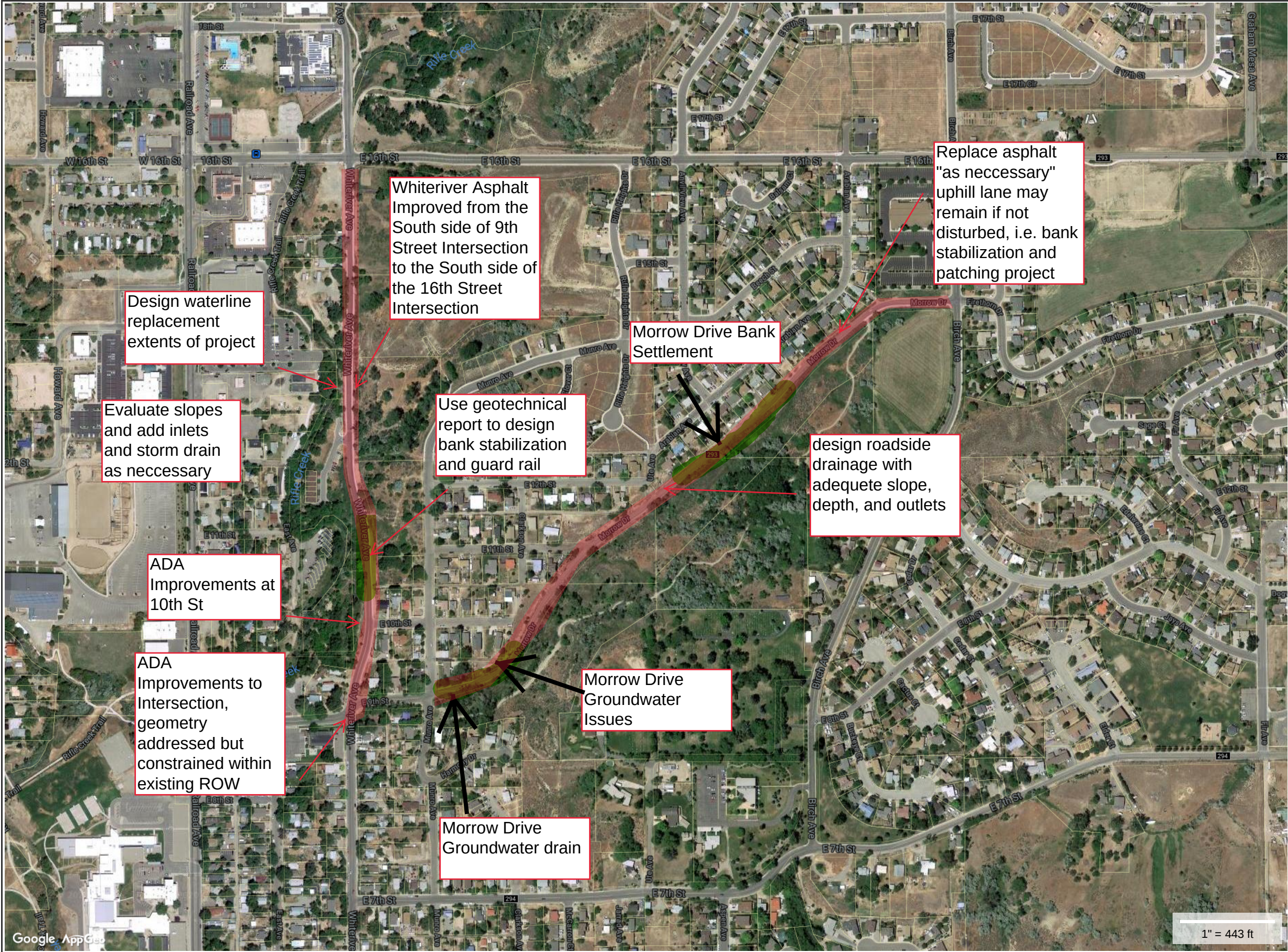
Office Use Only



MAP FOR REFERENCE ONLY
NOT A LEGAL DOCUMENT

The City of Rifle Colorado makes no claims and no warranties, expressed or implied, concerning the validity or accuracy of the GIS data presented on this map.

Geometry updated 2/1/2018
Data updated 2/1/2018



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Geometry updated 2/1/2018
Data updated 2/1/2018

PUBLIC WORKS



TO: Brian Prunty
FROM: Craig Spaulding
DATE: September 1, 2022
RE: Morrow Drive, Tipp Drive, Whiteriver Avenue Design

The purpose of the following memo is to provide recommendation of award for design services on the Morrow Drive, Tipp Drive, Whiteriver Avenue Design project and request purchase orders for Professional Services in the amount of \$374,585.00.

Bank settlement is seen on Morrow Drive, Whiteriver Avenue and Tripp Drive. This settlement was analyzed by Kumar and recommendations for improvements were made. The improvements require structural and geotechnical expertise, so all improvements were advertised under the same design contract.

The three roads encompassed in this design are all within the CIP and Maintenance plan. The design services were not all in 2023 but due to the similar design scope of the three roads were placed in one RFQ to be designed in 2023. This will increase the projected costs in 2023 but not change planned expenses for the current 5 year plan.

Proposals were requested publicly and received from one firm. Multiple firms that work with the City of Rifle stated that they were not going to bid on this project because of its geotechnical and structural scope. Landmark EPC has a strong resume in this field and can perform all of the work associated with this project in house. Because Landmark is qualified and their costs are comparable or lower than the designs of similar projects, it is recommended that Landmark is awarded the design of Morrow Drive, Whiteriver Avenue and Tripp Drive.



CITY OF RIFLE
202 RAILROAD AVENUE • P.O. BOX 1908 • RIFLE, CO 81650
WWW.RIFLECO.ORG



CITY OF RIFLE PURCHASE REQUEST

1.	Vendor Name	NEW: W-9 attached ☐
	Landmark EPC, LLC	

2.	Vendor Address
	5803 Lockheed Ave
	Loveland, CO 80538

3.	For the Purchase of (description)
	Design and Management Services for
	Morrow Drive, Whiteriver Avenue, and Tripp Drive

4. Amount Requested	Amount Budgeted	Finance Director Verified Funds Avail.
\$374,585	\$110,000	

5. Dept. Name	General Ledger Acct #
Public Works	201-4312-400-734

6.	Type of Purchase
	Capital Construction
	Capital Construction – Change Order
	Capital Equipment
	Plant Equipment
	Materials, supplies, non-profession/technical services (includes computer/software maint.)
x	Professional Services
	Utilities (includes equipment installation)
	Land, easements, ROW

7.	Purchasing Process Required
	Cooperative Purchasing
	Open Market
	Comparative Pricing
x	Request for Proposal (attach bid tab)
	Formal Bid (attach bid tab and advertisement)
	Single Source (attach an explanation)

8.	Authorization Required
	City Manager
	City Council

9.	Signatures		
	Position	Signature	Date
	Department Director		
	City Manager		
	City Council Approval (meeting date)		
10.	Purchase Order # assigned by Finance		

General summary of purchasing ordinance (Section 4, Art. III)

TYPE OF CONTRACT	ESTIMATED AMOUNT	PROCESS	Purchase Order? Purchase Request?	CITY COUNCIL APPROVAL REQUIRED?
Capital Construction	< \$5,000	Open Market (informal evaluation by purchasing agent)	> \$5,000 - PO	Yes if over \$20,000 or for any amount from Capital Fund.
	\$5,000-\$20,000	Comparative Pricing (solicit quotes from 3) vendors/suppliers)	Purchase Request	
	\$20,001-\$100,000	Competitive Bid (see Code Sec 4-3-40)		
	> \$100,000	Bonded Competitive Bid		
Capital Construction Change orders	< = 10% of approved contract	When total change orders to date are < 10% - Dept Head or City Manager Approval	Purchase Request	Yes if total change orders to date are greater than 10%
	> 10% of approved contract			
Capital Equipment	< \$5,000	Open Market (informal evaluation by purchasing agent)	> \$5,000 - PO	Yes if over \$20,000 or for any amount from Capital Fund.
	\$5,000-\$20,000	Comparative Pricing (solicit quotes from 3 vendors/suppliers)	Purchase Request	
	> \$20,000	Competitive Bid (see Code Sec 4-3-40)		
Plant Equipment Replacement (purchases necessary for replacement of existing equipment that is component part of any water, wastewater, or physical plant)	< \$7,500	Open Market (informal evaluation by purchasing agent)	> \$5,000 - PO >= \$5,000 - Purchase Request	Yes if over \$75,000
	\$7,500-\$75,000	Comparative Pricing (solicit quotes from 3 vendors/suppliers)	Purchase Request	
	>\$75,000	Competitive Bid (see Code Sec 4-3-40)		
Materials, Supplies, Non- Professional Services and Technical Services (including software/hardware maintenance technical services)	< \$10,000	Open Market (informal evaluation by purchasing agent)	> \$5,000 - PO >= \$5,000 - Purchase Request	Yes if over \$20,000
	>\$10,000	Comparative Pricing (solicit quotes from 3 vendors/suppliers)	Purchase Request	
Professional Services (note- process for appointed positions such as auditor, attorney, engineer, or municipal judge to be determined by Council)	< \$25,000	Open Market (informal evaluation by purchasing agent)	All - Purchase Request	Yes if anticipated to exceed \$25,000 per year to a single vendor
	> = \$25,000	Written requests for written proposals must be sent to at least 3 firms or individuals		
Utilities including installation of equipment (purchases to secure utility services such as natural gas, electricity, local telephone, water, or sewer)	any amount	Single Source (negotiations, where appropriate, after good faith determination that only one viable source exists in relevant supply area - keep records for one year)	> \$5,000 - PO >= \$5,000 - Purchase Request	No
Real Property Interest (including easements and rights of way)	any amount	Single Source (see above)	> \$5,000 - PO >= \$5,000 - Purchase Request	Yes if over \$5,000.



Agenda Item #8.g.

Agenda Item Name:

Consider Approval of CRE Engineering, Inc. for the Design and Management of Railroad Avenue from 5th Street to 9th Street

Presenter:

Craig Spaulding, Civil Engineer

Item Description:

Consider approval of CRE Engineering, Inc. for the design and management of Railroad Avenue from 5th Street to 9th Street

Recommended Action:

Move to approve CRE Engineering, Inc. for the design and management of Railroad Avenue from 5th Street to 9th Street in the amount of \$280,539.

Fiscal Impact:

This is a planned project within the current CIP and maintenance plan. It should be noted that a majority of the proposed costs will be incurred in 2023 and have been recommended in the 2023 budget.

Operational Impact:

New infrastructure will increase the reliability of City utilities and roadways.

Prior Board Motions:

none

Background Information:

Rutted asphalt in front of the middle school, watermain breaks, and traffic signal faults are seen on this arterial corridor. This has placed this roadway as the project for 2024 in the CIP and Maintenance Plan. The City of Rifle intends to replace failed asphalt, upgrade sidewalks to ADA/PROWAG conformance, install street lights, improve traffic signals, rehabilitate the sanitary sewer and replace the existing waterline. As discussed in the previous utility master plan, 1% or .75 miles of waterlines should be replaced every year to achieve replacing all lines every 100 years. This project replaces less than that amount but this requirement further backs the importance of the waterline replacement.

Executive Summary:

Proposals for the design were both very qualified. The proposals were graded based on criteria set forth in the RFP by 3 reviewers. Both firms scored in the 90's with Landmark rated higher than CRE. After applying the local preference advertised in the RFP CRE was the successful bidder. The recommendation is to award the project to CRE.

Notification Requirements:

none

Prepared By:

Craig Spaulding, Civil Engineer

Attachments:

1. RR Ave 5th to 9th Proposal Cost_CRE 8-26-22
2. RR Ave 5th to 9th Proposal_CRE 8-26-22
3. Railroad Avenue Design Proposal Grading
4. RR Ave 5th-9th Scoping Doc 7-29-22
5. Memo_Railroad Avenue Design Award
6. PURCHASE REQUEST - CRE_RR Ave Design

TABLE 1 - TASKS & ESTIMATED FEES
CITY OF RIFLE - RAILROAD AVE IMPROVEMENTS 5TH to 9TH STREET

Item	Description of Tasks	Cost	Hrs	Rate	Notes	Hrs	Rate	Notes	Hrs	Rate	Notes	CONSULTANT
DESIGN PHASE												
1	Surveying & Locates											BOOKCLIFF SURVEYING & MOUNTAIN LOCATING
	a) Existing Conditions Surveying (RR Ave 2nd to 5th St; 3rd St West to East Ave) & Office Cad Work	\$ 12,000										
	b) Utility Locates & Utility shots after potholing	\$ 4,500										
	c) Traffic Control (1-day to survey Railroad Avenue within road platform, remaining areas without TC)	\$ 1,488										
	Sub-Total	\$ 17,988										
2	Underground Utility Investigation											BADGER DAYLIGHTING
	a) Potholing (RR Ave between 5th & 9th Street) at critical areas (Assume 1-days, 12-hrs total)											
	Hydrovac Truck with operator	\$ 3,240	12	\$ 270	HydroVac Operator							
	Water	\$ 75	1 loads	\$75/load								
	Disposition Offload	\$ 200	1 loads	200/load								
	Backfill (3/8" crusher fines), includes coring	\$ 1,600										A-1 TRAFFIC CONTROL
	Floating Fuel Recovery Fee (FFR)	\$ 561										
	b) Traffic Control Personnel, Plans, Signage, & Truck	\$ 1,400	20	\$ 40	Flagger, 2 @ 1-days	10	\$ 60	Traffic Contol Supervisor, 1 @ 1-days				
	c) Underground Utility Certification Map	\$ 1,200	4	\$ 150	Staff Engineer				10	\$ 60	Drafter	
	Sub-Total	\$ 8,276										
3	Geotechnical Design											YEH & ASSOC.
	a) Site reconnaissance, permitting, stake test borings & perform utility locates	\$ 1,695										
	b) Drilling Sub-contractor (estimated 1-day)	\$ 3,150										
	c) Traffic Control (estimated 1-day)	\$ 2,850										
	d) Yeh Engineer Field Staff (1-day)	\$ 1,500										
	e) Laboratory Testing: Classification, R-value, eng ineeringtesting, corrosion	\$ 4,040										
	f) Engineering Analysis, Drafting Report, Review	\$ 9,175										
	g) Meeting Attendance, 1 post report meeting with City	\$ 470										
	Sub-Total	\$ 22,880										COLORADO RIVER ENGINEERING
4	Civil Design & Project Management											
	a) Concept Plan, Utility review, Initial layouts, Sewer analysis review	\$ 13,425	80	\$ 150	Project Engineer	5	\$ 170	Principal	115	\$ 5	Eng Tech	
	c) 30% Design & Report	\$ 15,840	90	\$ 150	Project Engineer	7	\$ 170	Principal	115	\$ 10	Eng Tech	
	d) 60% and 90% Design with Draft documents	\$ 20,980	120	\$ 150	Project Engineer	4	\$ 170	Principal	115	\$ 20	Eng Tech	
	e) CD Package: Construction Drawings, Bid Documents, & Cost Estimate	\$ 18,950	90	\$ 150	Project Engineer	5	\$ 170	Principal	115	\$ 40	Eng Tech	
	f) Sub-Consultant coordination, project management, 5 meetings with City Staff	\$ 21,850	140	\$ 150	Project Engineer	5	\$ 170	Principal				
	Sub-Total	\$ 91,045										KLJ
5	Traffic Signal Design, Signage and Striping Plans, Lighting and Electrical Design											
	a) Traffic signal improvements for 9th St. signal at Rifle Middle School, and mid block pedestrian crossing at Heinze Park. Plans and specifications for the traffic signals, signage, & striping. 30%, 60%, 90% & CD submittals	\$ 45,990										COLORADO RIVER ENGINEERING
6	Bid Assistance											
	Pre-bid meeting, addendums, responses to questions, bid review	\$ 6,510	40	\$ 150	Project Engineer	3	\$ 170	Principal				

DESIGN COST \$ 192,689

CONSTRUCTION PHASE												
1	Civil Construction Inspection & Administration											COLORADO RIVER ENGINEERING
	a) Field engineer/Engineer of Record will take the role of quality control manager and be responsible for performing periodic field inspections while relying on City staff to perform daily field inspections, attending project meetings, coordinating with City of Rifle, monitoring traffic control plan, reviewing survey staking, change orders, and coordinating all field changes with the City of Rifle. (26 week schedule assumed @ 15 hrs per week: 2 inspections or meetings/week + reviewing City inspector's reports)	\$ 58,500	390	\$ 150	Field Engineer/ Project Manager							
2	Surveying											BOOKCLIFF SURVEYING
	a) Field surveying for project verification, quality control check	\$ 7,750	50	\$ 155	Surveyor							
	b) Survey final improvements for Asbuilt Plan creation	\$ 7,500	40	\$ 155	Surveyor	20	\$ 65	Cad Tech				
3	Materials Submittals Review & Approval											COLORADO RIVER ENGINEERING
	a) Review and approval of materials specifications, shop drawings, and RFI responses	\$ 6,750	45	\$ 150	Field Engineer/ Project Manager							
	b) Asbuilts and closeout documents review and approval, punch list preparation, project completion verification	\$ 6,850	40	\$ 150	Field Engineer/ Project Manager	5	\$ 170	Principal				
4	Expenses											
	Prints, binders, etc.	\$ 500										

TOTAL CONSTRUCTION QA/QC COST \$ 87,850

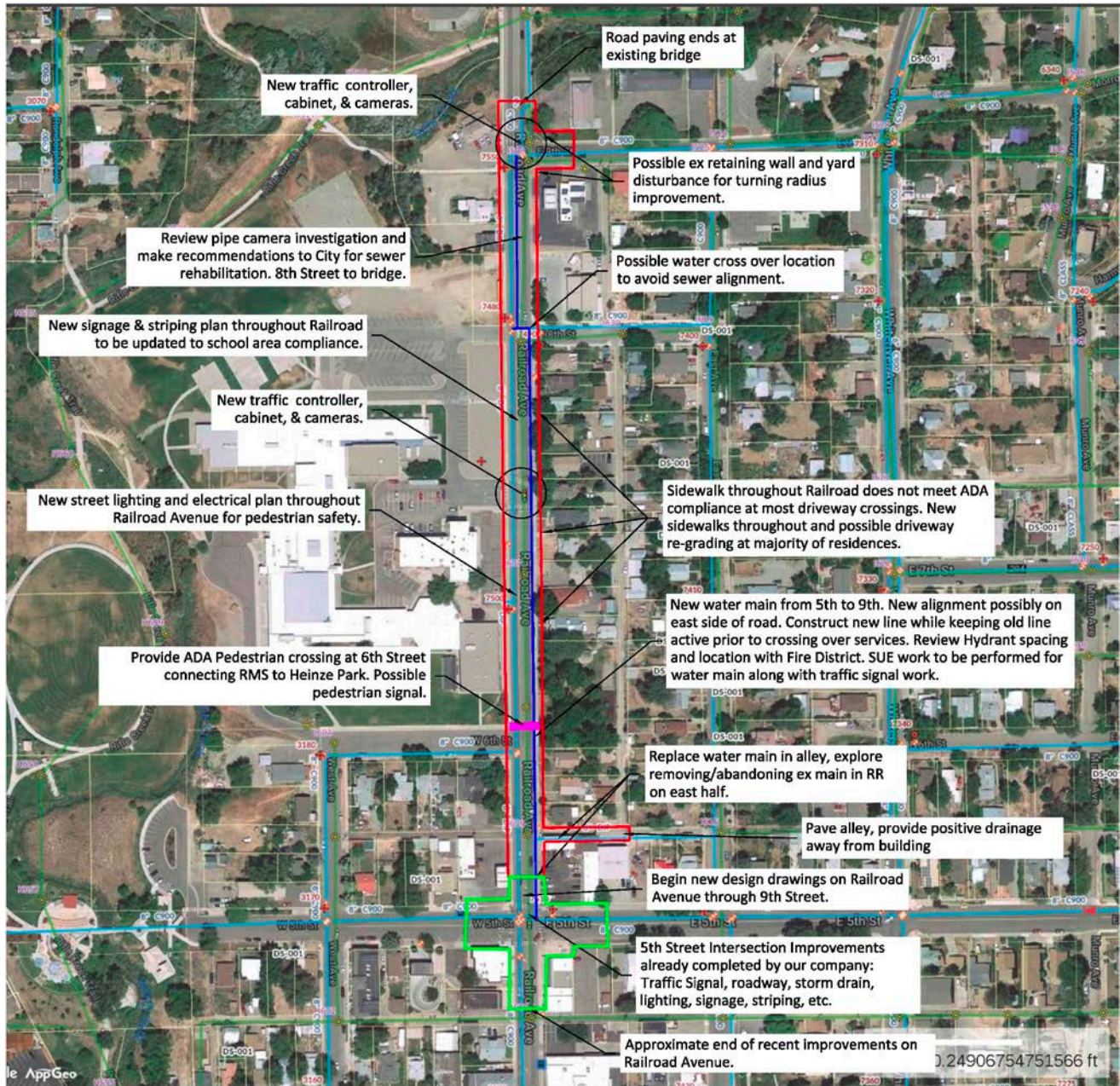
DESIGN & CONSTRUCTION QA/QC TOTAL \$ 280,539 (NOT TO EXCEED)

8/26/2022

CITY OF RIFLE

RAILROAD AVENUE 5TH STREET TO 9TH STREET

DESIGN OF PUBLIC IMPROVEMENTS PROPOSAL



Prepared by: Eric Brynildson, CO PE #45306
August 26, 2022



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Attachments:

Appendix A: Current Rate Sheet, Representative Projects, Company and Sub-Consultant Info and Resumes, Typical Agreement, & Proof of Insurance

INTRODUCTION

Colorado River Engineering, Inc. has prepared this proposal to provide services to support the construction of improvements on Railroad Avenue from 5th Street through 9th Street intersection. The improvements include water main upgrade, sewer analysis and potential upgrade, street upgrades including road base, asphalt, and concrete sidewalk, driveways, traffic signals, signage & striping, lighting, geotechnical investigation and road section design. This proposal packet includes a summary of the project background, scope of services, project team organization, and critical project issues.

BACKGROUND

Colorado River Engineering (CRE) performed the civil design for the recent improvements on Railroad Avenue from 2nd Street through 4th Street. The City proposes to continue improvements on Railroad Avenue through 9th Street. This project will primarily focus on infrastructure and road platform improvements and rely less on the aesthetics that were a part of the downtown design.

KEY PROJECT ISSUES

Below is a general list of key project issues. See the scope of services below for a description of the proposed work associated.

Water Main Replacement

The existing water main is an old 8-inch Ductile Iron Pipe (per City GIS) and needs replacement. It will be critical to lessen the impact to the water users in this corridor to choose a path for a new water main that allows the existing main to remain active during construction of the new pipeline. The existing water main runs along the west side of Railroad Avenue. The sewer main runs along the centerline. We would prefer to utilize the east lane or parking lane to install the new main, with separation from the existing sewer. It appears there are communication lines to deal with along the east side of Railroad, so it may be best to utilize the center of the drive lane. The new pipeline could be tested, charged, and connected prior to transferring over the service connections from the old line to minimize the down time for each water user. We will locate each curb stop during utility locating and existing conditions surveying to help determine where each service line is located. We expect the City of Rifle to help determine service locations. The water main will be replaced in the alley between 5th and 6th Street (east side). It appears that there is a redundant pipe on the east side of Railroad Ave from 5th to 6th which could possibly be removed and connection made to the main on the west side of Railroad (unless there are service connections that would be affected).

Sewer Main Analysis

The existing sewer main will be investigated with a pipe camera by the City of Rifle. Results will be provided to CRE for analysis and recommendations on improvements. CRE has extensive

experience analyzing storm, sewer, and dam outlet pipes. We will use the City's data to determine if the sewer is in need of rehabilitation for specific sections or if a new pipe and/or manholes need to be installed. Manhole depths will be surveyed to determine pipe grades between manholes to help analyze any problem areas. Slip-lining may be a rehab option.

Geotechnical Investigation and Road Section Design

A geotechnical investigation will be performed to determine the subgrade soil conditions. A road section design will be provided using traffic loading assumptions (we will utilize traffic data collected previously for the downtown project) for the replacement section in utility trenches. The geotech will help determine whether an asphalt overlay on the remaining road platform is feasible or if an entire rebuild is necessary for road performance. A Cost analysis will be performed and provided to the City to assist with budgetary decision making. A visual road condition analysis through the corridor will be performed with the geotech to help determine if there are specific sections that require detailed investigations and mitigation.

Pedestrian Accessibility and Safety

The pedestrian crosswalks, ramps, and sidewalks will be designed to accommodate ADA compliance. A new pedestrian crossing is proposed at 6th Street near Rifle Middle School. This is an important component of the design as it connects the school to Heinze Park on the east side of Railroad Avenue where many school functions, community events, and pep rallies are held during homecoming, etc. We will explore traffic calming devices in this area to improve pedestrian safety. There are many existing driveways along Railroad Avenue, primarily on the east side of the road, serving houses along Railroad that do not comply with ADA due to the cross slope being too steep. This is because the back of walk elevation and flowline elevations were kept continuous throughout which creates a steep cross slope. There are a few ways to fix this, either by adjusted the road platform (not recommended), widening the sidewalk (probably don't have room) or adjusting the driveway grades. Adjusting each driveway grade will cause more impact onto private property and may cause disturbance with yards, fencing, landscaping and will cause driveways to steepen. Short landscaping walls or possibly raised curbs may be utilized to reduce impact to neighboring yard spaces. These areas are proposed to be examined in detail.

Railroad Avenue Striping Plan

The road platform will be re-striped to more efficiently utilize the road platform to provide better delineated parking areas and travel lanes. Railroad Avenue is wide enough to provide on-street parking on one side of the street (most likely the east side due to the park and residential areas – as is currently used) while accommodating travel lanes and a center turn lane. We do not plan to change the road widths but this can be explored if a full road platform re-build is chosen. We do not plan to meander the alignment to allow the on-street parking to shift from each side block to block as was done in the downtown corridor, but this can be explored as an option if the City prefers.

Intersection Design & Turning Radius

The existing flowline radius at the intersections are too small to accommodate typical vehicles that use these intersections and do not meet current design standards. Currently the sign posts, lights, signal posts, etc. to be located too close to the roadway and in a potential conflict area with vehicular turning movements. This will be fixed by increasing the turning radius to accommodate a minimum design vehicle size of a typical school bus. Turning movements will be modeled through the intersections to provide a safe path for vehicles in each lane. We will explore concrete surfacing at intersections where high turning movements will eventually cause asphalt surface rutting. Surfacing options and costs will be provided for City decision making.

SCOPE OF SERVICES – DESIGN PHASE

Existing Conditions Survey: A full topographic, property/ROW, and utility survey will be performed. The project boundary for the survey scope of work is Railroad Avenue from just north of the 5th Street Intersection through the 9th Street Intersection. Connecting streets and driveways will be included throughout the project area. All surface improvements including (but not limited to) concrete sidewalks, curb, gutter, landscaping, light poles, signage, traffic signals, striping, parking, asphalt, roadway, utilities, sewer manholes & inverts, etc. will be surveyed for elevation and location in the project boundary. A private utility locator will provide surface paint for all private utilities located within the right of way. The surveyor will locate these utilities, along with Sewer manhole inverts, storm drain inlet and inverts, water main valves, and water main locations. The City of Rifle will provide locates for water main (if necessary). Traffic control will be needed to perform the surveying and utility locating within the Railroad Avenue road platform. We estimate that one day of traffic control will be needed. Two flaggers and a TCP manager will be provided along with signage and cones as needed to close down one lane at a time. The remainder of the survey work outside the curb line can be done without traffic control. Multiple driveways will be needed to determine connection points/impacts from the new ADA compliant sidewalk design.

Underground Utility Certification: An underground utility certification will be performed as required by Senate Bill 18-167. Utilities will be investigated to ASCE 38, Subsurface Utility Engineering (SUE) Quality Level A which includes mapping, designating (locating), and potholing to expose utilities to survey the elevation, location, size, and condition at critical crossings. This will minimize risks to conflicts during construction. We expect this area to be limited to the location of the proposed water main at shallow utility crossings such as fiber optics, gas lines, and important electrical crossings (signals). We have assumed that this will take a maximum of 10-holes and 1-day of potholing including coring, backfilling, traffic control, and surveying. Areas where improvements are limited to the surface only, or where we only have shallow utilities such as electrical which have flexibility on location and depth, we will only perform utility investigations to Quality Level B which includes surface “locates” by utility locators and surveying. We feel that this is a common-sense approach which allows us to focus on potholing only in the critical area to avoid unnecessary costs. If it is determined that additional underground investigations are needed, the additional scope of work and costs can be

explored. Backfilling of potholes along with traffic control and surveying of exposed utilities is included. We have researched costs and accuracy of Ground Penetrating Radar equipment and determined that this service can be accurate to within one or two feet vertically when in sandy soils, but the accuracy gets much worse when in clay soils. The clay layer existing in the Railroad Avenue Road section will deter us from using this type of equipment. If the geotechnical investigation reveals otherwise, we can explore possible cost saving options rather than potholing at non-critical utility crossings in an effort to improve the project budget.

Lighting and Electrical: The existing lighting in the project area is lacking. Street lights will be added for safety, functionality, and aesthetics. The main area of focus will be the pedestrian safety on sidewalks, crosswalks, and intersections. There are random existing lights that will be analyzed for performance to help determine if the existing lights should be saved or removed. Decision making will be coordinated with the city. KLJ will be performing this work.

Geotechnical Investigation & Road Section Design

Yeh & Assoc. will perform a Geotechnical investigation for engineering recommendations for proposed improvements. Prior to our investigation, Yeh representatives will coordinate with CRE and City to discuss proposed extent of improvements and particular areas of interest, perform a site reconnaissance to stake or mark borings and perform utility locates prior to drilling. Drilling will be 5 to 6 borings, utilizing traffic control where required, for roadway and subgrade evaluation. Drill borings at areas of potential signal foundations, proposed utility improvements and to evaluate existing pavement section for upgraded design. Roadway boring may be strategically placed in areas of potential poor subgrade based on surface observations. Borings will be drilled to depths between 5 and 10 feet for pavement and utility borings, and 15 to 20 feet for signal foundations. Borings will be performed to evaluate existing pavement sections, subgrade conditions, to record standard penetration test values, and to retrieve samples for laboratory testing. Sampling will be performed in accordance with material types encountered. We assume auger drilling methods will be utilized. Yeh will perform laboratory testing on retrieved samples. Laboratory testing will be performed based on sample type to evaluate material classification (gradation and Atterberg limits) and engineering properties, such as swell/collapse potential, moisture, density, standard Proctor and R-value(s) for pavement design. Corrosion testing will also be performed at select locations for utility and foundation areas. A Draft Summary Report of our findings and recommendations will be prepared. The report will include location maps, test boring logs, laboratory testing and results, pavement section recommendations, typical CDOT traffic signal bearing capacity recommendations, general construction recommendations, and soil corrosion testing results.

Civil Design:

At the beginning of the project, we plan to delineate areas of street/sidewalk that are in good condition and do not need upgrade or repair. We will also identify the areas that need repaired and/or replaced. Water main replacement, sewer rehab, concrete curb, gutter, sidewalk, concrete and asphalt roadway, grading, drainage, signage, striping, and all details and specifications needed for construction is included with the civil design. We will provide construction documents with horizontal and vertical control to 0.1' accuracy for

constructability. There will be an abundance of spot grading needed at driveway connections to conform with ADA. Deliverables will include plan sheets and reporting at 30% with report, 60%, 90% with draft specifications, and a Construction Estimate to support the City of Rifle's grant submission. Construction Documents will include drawings, specifications, and bid documents. We expect multiple design meetings and coordination with City of Rifle to develop the best plan that is sustainable for both consumers and infrastructure maintenance and replacement.

Signage, Striping, and Traffic Signal Design: KLJ Engineering will perform these services. We recommend utilizing existing Railroad Avenue striping concept used the downtown project as a guideline, but will explore options to improve pedestrian safety and parking while maintaining traffic flow levels of service. New traffic signals will be designed at Rifle Middle School connection and 9th Street Intersection. Signage plan will include the entire corridor and will include new signs as well as evaluation of existing signage and recommendations for relocation or replacement (or to remain). KLJ will complete the signal design at the two existing signalized intersections (Rifle Middle School, and 9th) including the signal design layout, wiring, and details which will include details into better coordinating time of day plans and considering upgrading to flashing yellow arrows (FYA). Signing and Lighting Plans will be designed to minimize needed signs due to limited to no space on boulevards with an emphasis on crosswalk safety at the 2 middle school locations and the trail crossing on the south leg of 9th Street. School speed zone signage will also be updated to provide appropriate times and locations along Railroad Avenue. Both lighting and signing revisions will be coordinated with ADA enhancements and ROW Acquisitions that are recommended with the preliminary design phase. Deliverables will include the following:

- Complete Plan Sheets at 60%, 90%, and 100% plan sets:
 - Existing Signal Removal Plan
 - Permanent Signal Design Layout, Wiring, and Details
 - Temporary Traffic Control Layout, Wiring, and Details
 - Permanent Signing Design Details
 - Roadway Lighting Layout Plan and Wiring Diagram

Sewer Rehabilitation: The sewer main in the alley between 5th and 6th Street is labeled as "remove and replace" along with both manholes on each side per the Rifle Downtown Sewer Rehabilitation Plan provided by the City. We are assuming that this sewer line will be replaced in the same location as it is installed now and we will not be exploring alternate routes. CRE will include surveying and new plan and profile design of this sewer line and manholes. The sewer main in RR Ave is labeled as "Slipline." We will assist the City to determine whether a slip-line option will provide the capacity needed. If the capacity cannot be achieved or the condition of the pipe does not allow slip-lining, we will provide sewer main replacement recommendations. CRE will work with the City to determine whether the new sewer line will follow the existing main location and temporary bypass pumping can be achieved or if a new sewer alignment needs to be chosen.

PROJECT TEAM – DESIGN PHASE

Colorado River Engineering will provide a team of people to perform the required design tasks for this project. We will schedule design meetings and coordinate between sub-consultants as the project leader. The project team assembled to complete the scope of work is:

Colorado River Engineering, Inc. – Project leader and City contact, Civil Engineer of Record including civil design, construction drawings and bid document preparation, and management of all sub-consultants.

Personnel: Eric Brynildson, PE: Project Manager, Design Engineer
Chris Manera, PE: Principal
Peter Van Dusen, EIT

KLJ Engineering – Traffic Signal Design, Signage & Striping Plan, Lighting and Electrical Design

Personnel: Joe DeVore, PE, PTOE, RSP 2 Traffic Engineer
Caitlin Wotruba, PE: Lighting & Signalization

Bookcliff Survey Services, Inc. – Existing conditions surveying & property mapping.

Personnel: Michael Langhorn, PLS
Wayne Kirkpatrick & Field Crew

Yeh & Associates, Inc. – Geotechnical soils investigation and road section design

Personnel: Scott W. Richards, P.E., P.G., Senior Project Manager
Kevin Dye, PE: Project Engineer
Sylvia White, P.G.: Senior Geologist
Bob LaForce, P.E.: Pavement Design

A-1 Traffic Control, Inc. – Traffic control planning and implementation for utility locates and underground utility investigation.

Mountain Locating, Inc. – Utility research, utility field locating.

Badger Daylighting – Core cutting at surface, hydro-vac potholing of utilities, and backfill.

SCHEDULE

We plan to meet the minimum deadlines called out in the RFP schedule. We will quickly to engage our sub-consultants to ensure there are no delays in deliverables to provide the City with adequate time to prepare for grant submissions. Below is an anticipated schedule:

RAILROAD AVENUE 5TH TO 9TH																									
PROJECT SCHEDULE																									
		2022								2023								2024							
		Sept				Oct				Nov				Dec	Jan	Feb	Mar	April	May	Jun	Jul	Aug	Jan	Feb	March through October
		Week				Week				Week															
Task	Sub-Task	1	2	3	4	1	2	3	4	1	2	3	4												
Existing Conditions Surveying, Underground Utility Certification, & Geotechnical	Utility Locates																								
	Surveying																								
	SUE Survey																								
	Geotechnical Investigation																								
	Prepare existing conditions plan																								
Civil Design	30% Design & Report																								
	City Review Period/Alternatives																								
	60% Design & SUE Potholing																								
	90% Design with Draft Specs																								
	CD Documents/Cost Est/Bid Docs																								
	City Grant Submissions																								
Construction	Bid Process																								
	Construction Duration																								

SCOPE OF SERVICES – CONSTRUCTION PHASE QUALITY CONTROL/QUALITY ASSURANCE

Colorado River Engineering will administer the quality control and quality assurance services. The team will consist of a Project Manager/Field Engineer. Eric Brynildson, P.E. will serve as the Project Manager/Field Engineer and will be dedicated for the duration of the project. We are assuming that the project duration will be 26-weeks and have budgeted for two inspections per week along with weekly project meeting attendance, geotechnical testing reports review, and weekly construction reports. We are assuming that City staff will be performing daily inspections as has been customary on City projects in the recent past.

PROJECT TEAM- CONSTRUCTION PHASE

The project team assembled to complete the scope of work is:

Colorado River Engineering, Inc. – Project leader, QA/QC administration
Bookcliff Survey Services, Inc. – Surveying quality control check and asbuilts

Errors and Omissions

We take pride in producing high level construction documents, and we take care to quality check our design work prior to finalizing the documents to avoid potential problems during construction. Our company holds professional liability insurance to cover errors and omissions. We understand that during construction, there are times when contractors interpret the construction documents in a way that was not intended. We feel it is important to discuss construction processes and answer questions/RFI's up front to make sure all parties are properly informed. We are in favor of taking a significant role during construction to make sure the project gets built in accordance with the design. CRE believes a proactive role of involvement during construction improves project performance.

List of Quality Control Services:

1. Verify that the project is built in strict compliance with the approved construction plans and specifications. The Project Manager/Field Engineer will be in direct communication with the City Engineering Department.
2. Review and approve materials specifications submittals for compliance with the design.
3. Perform field inspections & provide project updates and weekly inspection reports to the City.
4. Review and approve the traffic control plan per MUTCD, both the documentation and implementation.
5. Review and approve the geotechnical materials testing results, quantity of tests, and compliance.
6. Attend & help organize project meetings. Assist with any field changes required.
7. Review the survey staking to verify that grades are within 0.1-feet of blue tops and red tops prior to final road preparation.
8. Manage the surveying quality control checks with our surveying sub-consultant, schedule survey trips for asbuilts throughout construction. Provide utility asbuilt record drawings & utilities in GIS shapefile on Rifle control coordinate system.
9. Coordinate field changes with the contractor and owner.
10. Final walkthrough and punch list preparation/implementation with City Staff.

TOTAL PROJECT COST- ENGINEERING DESIGN & CONSTRUCTION QA/QC

The fee proposal **Table 1** is attached in a separate envelope as requested. This is a NOT TO EXCEED cost for both the design and construction QA/QC portion scope of services. In the event that the project scope or schedule changes significantly, we propose to bill based on our current rate sheet attached. The following are a list of Figures and Tables attached:

Table 1: Estimated Tasks and Fees (attached in a separate sealed envelope)

Appendix A: Current Rate Sheet, Representative Projects, & Company and Sub-Consultant Info and Resumes

Project References (See Resume for list of projects and descriptions in Appendix A including several similar City of Rifle projects in the downtown corridor):

Multiple City of Rifle projects including: North Pasture, Promontory, The Farm, Homestead

John W. Savage
PO Box 1926/201 Railroad Ave
Rifle, CO 81650
970-379-6745

Multiple County Projects: Garfield County Fairgrounds, County Road 115, County Road 311, County Road 137

Garfield County
Jamaica Watts
Procurement & Contracts Director
Garfield County Procurement Department
Office: 970.384.5018



APPENDIX A

**Current Rate Sheet
Representative Projects
Company Info & Subconsultant Resumes
Typical Agreement & Proof of Insurance**

2022 RATE SCHEDULE

<u>PERSONNEL / SERVICE</u>	<u>RATE</u>
Principal Engineer I	\$195.00/Hour
Principal Engineer II	\$170.00/Hour
Project Manager I	\$160.00/Hour
Project Manager II	\$145.00/Hour
Staff Engineer	\$150.00/Hour
Staff Engineer II	\$135.00/Hour
Hydrologist	\$140.00/Hour
Engineering Technician	\$115.00/Hour
GIS Technician or Draftsman	\$85.00/Hour
Secretarial & Administrative Services	\$70.00/Hour
Vehicle Mileage	\$0.65/Mile

Travel, lodging, meals, equipment rental, copying/blueprints, and other miscellaneous expenses will be billed directly to the client at cost including subcontractors.

Representative Projects

A list of detailed projects and clients highlighting our experience the last 10-years of successfully completed projects can be provided that demonstrate Colorado River Engineering's ability to Plan, Design, Manage, and coordinate through construction. Most Recent projects completed by CRE personnel or consultants of similar relevance include;

City of Rifle

- **2nd Street Improvements:** Updated original road and utility design performed by CRE to provide more parking and less project cost. Project currently under construction.
- **Rifle Downtown Improvements: Railroad Avenue & 3rd Street:** Design team project leader, performed Civil Design, and managed sub-consultants. Quality Control oversight and inspection throughout construction. Worked closely with City staff to manage geotechnical testing, materials compliance, and business owner coordination.
- **CDOT Park & Ride Planning/Larner Land Swap:** Performed street and parking layouts, utility planning, land use planning and schematics, attended landowner meetings with City Attorney, Planning, & Engineering.
- **Wendy's & Centennial Parkway Improvements.** Performed civil design and managed design team including streetscaping, bus stop, lighting, electrical, irrigation, landscaping, and surveying.
- **Journey Home Animal Care Facility:** Garfield County Animal Welfare Foundation. Performed Civil Design for new building site, parking area, access road.
- **Art Dague Pool Renovation:** Performed civil design as a member of the design team. Coordinated with aquatic design consultants, architectural, mechanical, electrical, and project management team.
- **I-70/HWY 13 North Roundabout:** Performed civil design and prepared CDOT permitting package and bid package.
- **Downtown TOD Strategic Plan:** Worked on Charlier's team to analyze the downtown corridor for streetscaping, pedestrian accessibility, crosswalks, traffic patterns, and street layout.
- **2nd Street & West Ave Improvements:** Managed the design team and performed civil design for this project which included streetscaping, irrigation, landscaping, sidewalk, and lighting.

- **Rifle Regional Drainage Report:** Performed a drainage analysis for the downtown area south of 3rd street. Provided an investigation of existing infrastructure and design layout of new infrastructure including a future buildout for future planning and compliance.
- **I-70 & HWY 13 North Roundabout:** Provided design and specifications for the project to support grant funding operations and future construction.
- **Brenden Theater Site:** Performed civil design and coordinated with City staff for relocation of sewer main trunk line and water mains through the project. Coordinated with landscape architect to layout streetscaping, irrigation, parking, lighting, and traffic flow through site.
- **Highway 13/Fairway Avenue.** Consultant engineer who coordinated with multi-jurisdictional agencies including CDOT, City of Rifle, and Private Developer. CRE completed the Access Line relocation, Access Permit, Notice to proceed and construction management services. Construction documents included surface reconstruction of super elevation highway in a spiral curve, utility coordination and relocation, future master planning for signalization, highway expansion with accel, decel and travel lanes.
- **16th Street Improvements.** Work included municipal roadway design for 16th Street including extensive utility coordination and relocations, roadway reconstruction to accommodate multi-modal access, roadway base and asphalt construction, and construction management/administration.

Garfield County

- **County Road 137** – Canyon Creek road and bridge replacement project. Managed structural, geotechnical, ROW acquisition, scour, hydraulic design, quality control team, and compliance through construction.
- **County Road 311** – Currently working on QA/QC services for the 2.5-mile road improvement project on Divide Creek. This project includes two bridges, irrigation, retaining walls, storm drain, and landowner coordination.
- **Garfield County Fairgrounds** – Completed design and QA/QC services for improvements including parking lot, lighting, drainage, fencing, irrigation, landscaping, fire suppression, and access.
- **County Road 115 (Red Canyon Road)** – Performed QA/QC services for road and drainage system construction.

- **Battlement Trail Phase 3 Trail Crossing CR 300** – Completed design of trail crossing and associated roadway and drainage improvements for a new pedestrian Trail crossing of Battlement Parkway at the Golf course.
- **FEMA Floodplain Review** – Consultant engineer reviewing the proposed FEMA Floodplain studies for impacts to Garfield County. Duties include review and analysis of existing floodplain mapping to proposed, summary presentation to Garfield County and coordination with FEMA consultant representatives.
- **US6 & CR 300 Traffic & Safety Study** – Selected consultant to review County Road 300 for increase in traffic and safety factors, including traffic analysis, and summary of findings report.

Eagle County

- **I70 Frontage Road Realignment** – Consultant for the widening of the I70 Frontage Road near the Dotsero interchange. Coordinated survey, design and permitting with private Client and Colorado Dept. of Transportation.

US Forest Service

- **Lava Boulder, E. Divide Creek, 5 Miles of Roadway Reconstruction** – Consultant engineer in charge of project coordination with Federal agencies, roadway design, drainage design and analysis, and providing interim review and construction level documents.

SUMMARY OF PROFESSIONAL SERVICES

LAND USE DEVELOPMENT

- Residential and Municipal land development planning
- Land use design and permitting
- Water system, sewer, road, and storm water runoff infrastructure design
- Contract and Bid document preparation, construction observations and management

WATER RIGHTS

- Development of water supplies, water rights planning and portfolio development
- Historic use studies, change of use and water right transfer cases
- Augmentation plans, water use accounting programs
- Water rights yield analysis, and river system modeling
- Water rights review real estate transactions

MUNICIPAL & DISTRICT SERVICES

- Master planning and project development, service plans and rate schedules
- Staff engineering review, design, and construction management

STORM WATER DRAINAGE & FLOOD HYDROLOGY

- Floodplain delineation, 100 year rainfall events and Probable Maximum Precipitation
- Drainage plans and site grading
- Reservoir and watershed yield studies and modeling
- Sedimentation and water quality runoff protection and best management practices

GROUNDWATER

- Alluvial and bedrock groundwater exploration and geologic investigations
- Well permitting and water rights development
- Groundwater quality testing and system treatment/delivery design
- Groundwater monitoring programs

HYDRAULIC DESIGN

- Water demand estimates municipal, irrigation, and industrial water systems
- Water diversion structures and transmission pipelines and canals design
- Water treatment facilities, potable water system design and review
- Hydroelectric feasibility, design, and permitting
- Water storage facility design and inspection

DAMS AND RESERVOIRS

- Design of small dams and permitting, feasibility investigations, rehabilitation design
- Dam inspection and evaluation
- Hydrology studies and dam hazard analysis
- Spillway and outlet works design

Resume

ERIC BRYNILDSON, P. E.

EDUCATION

Bachelor of Science in Mechanical Engineering
Colorado School of Mines, 2004

AREAS OF EXPERTISE

Reservoir Design, Dam rehabilitation, and seepage mitigation. Irrigation pipeline, diversion and measurement structure design. Road and bridge project design and management. Commercial site design, grading, drainage, and land use planning. Construction quality control and consultant management.

PROFESSIONAL REGISTRATION

Professional Engineer in Colorado - Number 45306

EMPLOYMENT HISTORY

December, 2004 to present	Project Engineer, Colorado River Engineering, Inc. Rifle, Colorado
May, 2002 to September, 2002	Engineer Intern, Eagle River Water & San. Dist. Vail, Colorado
August, 1994 to June 2003	Plumber/Equip. Operator, B&B Plumbing & Heating, Inc. Rifle, Colorado

EXPERIENCE SUMMARY

Mr. Brynildson has been a vital component of Colorado River Engineering for the last 18 years. He has been involved as a project manager, design engineer, or staff engineer on every major project in the company since he has been here. He is employed as an engineer in the general field of civil engineering, specializing in dams, water resources, land development, and road and bridge design. He has specialized in managing the design, construction, and quality control of County road and bridge projects, commercial site plans, and pipeline projects. Mr. Brynildson has extensive experience in land development, subdivision design, hydrology, and water and sewer utility infrastructure design and construction. He has been involved with the construction and installation of utility mains, service lines, general underground utilities, and road construction as an operator prior to entering the engineering profession which gives him vital experience from the construction field.

Resume

CHRISTOPHER MANERA, P. E.

EDUCATION

Bachelor of Science in Civil Engineering
Colorado State University - 1989

AREAS OF EXPERTISE

Surface and ground water resources. Analysis of water rights, hydrology and water quality. Development of water supplies for municipal, domestic, industrial and irrigation water users. Hydraulic design of water treatment, transmission and storage facilities. Monitoring and supervision of potable water systems. Design of residential and commercial developments.

PROFESSIONAL REGISTRATION

Professional Engineer in Colorado - Number 30579
Member of American Society of Civil Engineers, American Water Works Association, United States Society on Dams

AWARDS

1999 Professional of the Year – Colorado Division of Water Resources, Division 5

EMPLOYMENT HISTORY

October, 1998 to present	Principal Engineer, Colorado River Engineering, Inc. Rifle, Colorado
April, 1996 to October, 1998	Staff Engineer, Zancanella and Associates, Inc. Glenwood Springs, Colorado
September, 1990 to April, 1996	Staff Engineer, W. W. Wheeler and Associates, Inc. Englewood, Colorado

EXPERIENCE SUMMARY

Mr. Manera has been employed as an engineer in the general field of water resources and land development civil engineering. He has specialized in the analysis of water rights, surface hydrology and watershed modeling, reservoir operation studies, and flood plain evaluation. Mr. Manera is also experienced in the design of hydraulic structures including diversion structures, treatment facilities, pipelines, ditches and canals, and storage vessels including reservoirs and storage tanks. He has participated in the monitoring and regulation of small water delivery systems. Mr. Manera also has experience in groundwater investigations including groundwater modeling, groundwater exploration, non-tributary groundwater quantification, and groundwater hydrology. He has extensive experience in computer modeling of water rights, hydrology studies, and development of water accounting programs.

Mr. Manera also has experience in land use planning, subdivision design, and water and sewer utility infrastructure development.

EXPERT TESTIMONY & DEPOSITIONS - Last 4 years

District Court, Case No. 06CW121, Water Division 5, Colorado; Gypsum Ranch Co. LLC, and Silt Sand and Gravel LLC, Change of Water Right and Plan For Augmentation-Testimony at trial 5/3/2007

District Court, Preliminary Zoning Injunction Hearing Case 08CV324, Garfield County, Colorado; Board of County Commissioners of Garfield County, State of Colorado vs. Elk Creek RV, LLC- Testimony at hearing 1/7/2009

District Court, Case No. 06CW121, Water Division 5, Colorado; Gypsum Ranch Co. LLC, and Silt Sand and Gravel LLC, Change of Water Right and Plan for Augmentation – Testimony at trial 5/3/2007.

District Court, Preliminary Zoning Injunction Hearing Case 08CV324, Garfield County, Colorado; Board of County Commissioners of Garfield County, State of Colorado vs. Elk Creek RV, LLC – Testimony at hearing 1/7/2009, Testimony at deposition.

District Court, Preliminary Injunction Hearing Case 11CV130, Garfield County, Colorado; Regulski vs. Antero Resources, et.al.-Testimony at hearing 5/25/2011.

District Court, Case No. 10CV89, Garfield County, Schubert v. Platzer, Testimony at Trial 3/21/2012.

District Court, Case No. 10CV217, County of Delta, State of Colorado; Jensen v. Crawford Clipper Ditch Company; - Testimony at Trial – 5/9/2012.

Representative Work Experience History

The following is a brief description of some of the projects Mr. Manera has been involved in while working within the field of water resources and land use development:

HISTORIC USE STUDIES - WATER RIGHT ANALYSES AND DEVELOPMENT

Town of LaVeta – Assisted with the development of storage water rights. Completed historic use analysis for the Mexican Ditch irrigation use water right located near Walsenburg, Colorado. The analysis was completed in support of a change of water rights and exchange to move water upstream to the Town's intake on the Cucharas River. Engineering support for obtaining decree in Case No. 00CW130.

Silt Sand and Gravel - Completed a historic use analysis for the Rising Sun Ditch irrigation use water right located near Silt, Colorado. The analysis was completed in support of a change of water rights, junior water rights filing, and the development of an augmentation plan to replace out-of-priority depletions associated with the proposed development of a gravel pit and mining facility. Engineering support for obtaining decree in Case No. 06CW121.

Walthen Ditch Users Association - Completed a historic use analysis for the Walthen Ditch irrigation use water right located near Aspen. The analysis was completed in support of junior water rights filing and the change of use to replace out-of-priority depletions associated with the proposed development of ponds. Engineering support for obtaining decree in Case No. 05CW143.

Colorado Nature Ranch - Completed a historic use analysis for the Cannon Ditch irrigation use water right located near Debeque, Colorado. The analysis was completed in support of a change of water rights, junior water rights filing, and the development of an augmentation plan to replace out-of-priority depletions associated with the proposed development of potable supplies and ponds. Engineering support for obtaining decree in Case No. 01CW373.

Lakota Canyon Ranch PUD - Completed a historic use analysis for the Spion Kop Ditch irrigation use water right located near New Castle, Colorado. The analysis was completed in support of a change of water rights, junior water rights filing, and the development of an augmentation plan to replace out-of-priority depletions associated with the uses at a Golf Course development project. Engineering support for obtaining decree in Case No. 02CW401.

POTABLE WATER DISTRIBUTION SYSTEMS

Mineota Estates - Performed investigations of existing water distribution system at existing rural subdivision property. Analyzed and designed system upgrades for new pumping system and water treatment facilities to meet Public Water System regulations as administered by the Colorado Department of Public Health and Environment (CDPHE).

Elk Creek Campground - Performed investigations of existing water distribution system at existing campground located near New Castle, Colorado. Analyzed and designed system upgrades for new pumping system and water treatment facilities to meet Public Water System regulations as administered by the Colorado Department of Public Health and Environment (CDPHE).

Strong Subdivision - Performed water supply investigations, design, permitting and construction drawings for the development of a small Public Water System for a proposed industrial subdivision located near Parachute, Colorado. Duties included development of groundwater, water quality testing, disinfection treatment, delivery system and storage design.

FLOODPLAIN/DRAINAGE

Elk Creek Ranch PUD - Floodplain delineation along the White River for a residential development in Rio Blanco County, Colorado. Developed flood flow hydrology for the watershed. Routed flows through the subject property to determine the 100-year floodway area using HEC-RAS computer model. Submittal of LOMR application to FEMA for floodplain boundary revisions.

Elk Creek Campground - Floodplain delineation along Elk Creek for an existing campground development near New Castle, Colorado. Routed flows through the subject property to determine the 100-year floodway area using HEC-RAS computer model. Submittal of report and review with County Planning Department to regulate facilities.

Drainage and Grading Plans - Numerous drainage and grading plans have been completed for lot owners and land developers to meet regulatory requirements of local or county governing bodies. Work completed has included rainfall runoff analyses, flood flow hydrology, hydraulic structures design, retention and detention mitigation design, and implementation of best management practices.

SMALL DAMS & RESERVOIRS

North Fork Dam/Upper Arkansas Water Conservancy District - Completed hydrology and hydraulic studies required for upgrading a Class II earthen dam to the highest hazard rating of Class I. Prepared design modifications and oversaw permitting and construction monitoring for improvements to the spillway, outlet works, downstream face, toe drain installation and monitoring structures.

Sylvan Lake Dam - Performed design improvement studies for Colorado State Parks for the replacement of the outlet works at Sylvan Lake Dam located near Eagle, Colorado. Work included hydrology studies for stream inflows to the on-channel reservoir, hydraulic analyses for outlet improvement alternatives and preparation of design drawings and specifications for submittal to the State Engineer's Office.

Thomas Reservoir Dam - Completed hydrology and hydraulic studies required for upgrading a Class III earthen dam to the highest hazard rating of Class I. Prepared design modifications and oversaw permitting and construction monitoring for improvements to the spillway, outlet works, downstream face, toe drain installation and monitoring structures.

HYDRAULICS

Greenstreet Ditch – Analysis and design of piping the Green Street Ditch at the Elk Creek Ranch PUD in Rio Blanco County, Colorado.

Davidson Lateral - Designed the relocation of the Davidson Lateral converting flows from open channel to an inverted siphon. The lateral relocation was completed as part of a subdivision project in Rifle, Colorado and included the design of a flow divider box and turnout devices.

Public Service Company of Colorado - Water hammer analysis and inspection for the Ames Hydroelectric Power Generation facility penstock and surge tank located near Telluride, Colorado

GROUNDWATER

Well Yield Analysis - Groundwater exploration and well yield determinations from extended pump test investigations. Water quality sampling and review. Past projects have included Town of Gypsum, Rose Ranch PUD, Teller Springs Subdivision, Cedar Hills Subdivision, Fourmile Ranch PUD, Prehm Ranch, Big R Subdivision, and consulting services review for Garfield County.

Denver International Airport - Valuation and quantification of Non-Tributary bedrock groundwater resources of the Denver Basin aquifer as part of land condemnation proceedings.

City of Widefield - Development of finite difference “MODFLOW” groundwater computer model to examine pumping effects on groundwater flow patterns in the Widefield aquifer. The groundwater model identified pumping patterns which could minimize the negative water quality effects resulting from an existing contamination plume.

Delayed Groundwater Depletions - Numerous studies and analyses to determine the delayed depletions to surface water resources as the result of groundwater pumping from confined and unconfined aquifers for domestic, irrigation and industrial water users. The magnitude and timing of groundwater return flows from historic irrigation practices have been examined in numerous irrigation water right historic use analyses in support of water court change and transfer cases.

HYDROLOGY

Upper Arkansas Water Conservancy District - Streamflow correlation and modeling of Clear Creek records to predict historic runoff rates to District reservoir facilities

Snowmass Water & Sanitation District - Streamflow correlation and computer modeling of Snowmass Creek to determine water availability for the potential development of junior water rights.

Tri State Electric - Development of Yampa River computer model to examine water availability of conditional water rights and the yield effects due to minimum streamflow amounts for endangered species protection.

Town of Gypsum - Streamflow correlation and computer modeling of Gypsum Creek as part of a historic yield analysis of LEDE Reservoir to determine the availability of water for the development of junior water rights.

Public Service - Reservoir yield analysis and operations model for multiple reservoirs available to augment the water supply for the Fort St. Vrain power generation facility.

Town of Kremmling - Streamflow correlation and reservoir yield computer modeling of Sheep Creek to determine water availability for the potential development of junior water rights

LAND USE DEVELOPMENT

Arabian Heights North, Rifle, Colorado - Prepared the engineering design documents for a 100-unit subdivision for preliminary plan submittal to the City of Rifle. Design work included road and lot layout, water and sewer services, drainage improvements, and utility design details. Work also included review of utility service demands.

Homestead PUD, Rifle, Colorado - Prepared the engineering design documents for Final Plat submittal of Phase III and offsite street improvements to Birch Avenue. Design work included road and lot layout, water and sewer services, drainage improvements, irrigation ditch improvements, and utility design details. Work also included review of utility service demands.

North Pasture, Rifle, Colorado – Preliminary Plan design for 100-unit subdivision. Prepared the engineering construction design documents for Phase I, a 29-unit R-1 and R-2 subdivision. Design work included road and lot layout, water and sewer services, drainage improvements, and utility design details. CRE provided construction inspection services.

Brendan Theaters, Rifle Colorado – Completed Site Plan engineering for 7-plex movie theater building and three vacant commercial lots. Engineering involved design of sewer trunk line relocation, trail design, water and sewer services, relocation of dry utilities, drainage, parking and off site Street Improvements.

Homestead PUD, Rifle, Colorado – Prepared the engineering design documents for Final Plat submittal of Phase IV and A, and offsite street improvements to Birch Avenue. Design work included road and lot layout, water and sewer services, drainage improvements, irrigation ditch improvements, and utility design details. Work also included review of utility service demands.

Trailside West, Phase I and II, Rifle, Colorado – Completed Site Plan of 13-unit multifamily project on Park Avenue. Design work included lot layout, landscaping plan, drainage, utilities, grading and details.

Phase II, Shetland Acres, Rifle, Colorado – Prepared the engineering construction design documents for a 20-unit subdivision for the City of Rifle. Design work included road and lot layout, water and sewer services, drainage improvements, and utility design details.

Garfield County, Colorado – Provided consulting services for the review of land use applications and water supply plans submitted for application to the Board of County Commissioners.

Lakota Canyon, Filing Whitehorse Village, New Castle, Colorado – Prepared preliminary and final design for 14 pod (6 units per pod) subdivision. Design work included road and lot layout, water and sewer services, drainage improvements, and utility design details. CRE is currently providing construction inspection services. In addition, CRE has currently submitted preliminary and final plat for the next filing, Blackhawk II. This is a 20-unit single-family submittal.

Lakota Canyon, Clubhouse and the Maintenance building, New Castle – Prepared individual site plans for each location. Design work included access, lot layout, landscaping plan, drainage, utilities, and grading.

Resume

Peter Van Dusen, EIT **Staff Engineer**

Education/Certifications

BE Mechanical Engineering
Vanderbilt University (2015)

MS Civil Engineering – Hydrology, Water Resources, and Environmental Fluid Mechanics
University of Colorado (2018)

Registrations

Engineer In-Training – GA EIT026847

Experience

Peter graduated from the University of Colorado's Hydrology, Water Resources, and Environmental Fluid Mechanics Program in 2018. His graduate research involved investigating statistical methods to assess future flood risk across the country. Since graduating, Peter has provided staff engineering support at a number of water engineering firms in Colorado. He has supported projects related to water rights, surface water allocation modeling, streamflow monitoring, water quality monitoring, drainage management planning, and jurisdictional dam operation.

Professional Affiliations/Volunteer Organizations

- Colorado Water Congress POND (Professional, Outreach, Networking and Development) Committee (2019 – 2021)

ENGINEERING SERVICES AGREEMENT

THIS IS AN AGREEMENT made as of the XX day of XX month, in the year 2022, by and between the City of Rifle (hereinafter called OWNER) and COLORADO RIVER ENGINEERING, INC. (hereafter called ENGINEER).

OWNER and ENGINEER in consideration of their mutual covenants herein agree in respect to the performance of professional engineering services by ENGINEER and the payment for those services by OWNER, as set forth below.

ENGINEER shall perform the engineering services as set forth in the attached letter dated June 24, 2022 (hereinafter referred to as the PROJECT).

ENGINEER shall perform professional services in accordance with generally accepted engineering practices in this area for the use of OWNER.

OWNER shall pay ENGINEER for services rendered in accordance with the 2022 rate schedule, attached hereto. In the event the PROJECT extends beyond XX/XX/2024, a revised schedule with reasonable fee adjustments shall be submitted to the OWNER for approval, and OWNER agrees to pay for services rendered after that date in accordance with the revised schedule.

Daily time sheets will be kept in the office of the ENGINEER, showing the time each person engaged directly on the PROJECT devoted to the work. Records of reimbursable expenses will also be kept by the ENGINEER. These records of time and expenses will be available to audit by OWNER at any time during regular business hours.

ENGINEER shall prepare monthly statements of charges for services rendered and for reimbursable expenses incurred. Such statements shall be submitted to OWNER within fifteen (15) days of the end of each calendar month. Payments of amounts due shall be made by OWNER within (30) days after receipt of each invoice.

If OWNER fails to make any payment due ENGINEER for services and expenses within sixty (60) days after receipt of ENGINEER'S bill therefore, the amounts due ENGINEER shall include a charge at a rate of 1 ½% per month from said sixtieth day plus attorney's fees for collection and in addition, ENGINEER may, after giving seven (7) days written notice to OWNER, suspend services under this Agreement until he has been paid in full all amounts due him for services and expenses.

The work of the ENGINEER may be terminated and this Agreement canceled by the OWNER at any time upon giving ENGINEER ten (10) days prior written notice, in which event OWNER will reimburse ENGINEER for costs incurred or paid and a reasonable fee based thereon up to the effective termination date.

OWNER and ENGINEER have discussed their risks, rewards, and benefits of the PROJECT and the ENGINEER's total fee for services. The risks have been allocated such that OWNER agrees to the fullest extent permitted by law, ENGINEER's total liability to OWNER for any and all injuries, claims, losses, expenses, damages, or claim expenses arising out of this agreement from any cause or causes, shall not exceed the greater amount of the services billed or \$50,000. Such causes include but are not limited to ENGINEER's negligence, errors, omissions, strict liability, breach of contract or breach of warranty. ENGINEER shall not be responsible for the acts or omissions of any other persons except his own employees and agents performing any of the work on the PROJECT.

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

OWNER
Company * _____

ENGINEER
Colorado River Engineering, Inc.

Signature _____

Name/Title _____

Christopher Manera, President

Date _____

Billing Address _____



COLORIV-09

GENEVIEVEH

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/15/2022

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 Mountain West Insurance - Glenwood 201 Centennial St 4th Floor Glenwood Springs, CO 81601	CONTACT NAME:	
	PHONE (A/C, No, Ext): (970) 945-9111	FAX (A/C, No): (970) 945-2350
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
INSURED Colorado River Engineering, Inc. PO Box 1301 Rifle, CO 81650	INSURER A: Travelers Property Casualty Company of America	NAIC # 25674
	INSURER B: Pinnacol Assurance	41190
	INSURER C: Liberty Insurance Underwriters, Inc.	19917
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 2

REVISION NUMBER: 1

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☒ PRO-JECT ☒ LOC ☐ OTHER:			680T456976222	1/15/2022	1/15/2023	EACH OCCURRENCE \$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 2,000,000
							GENERAL AGGREGATE \$ 4,000,000
							PRODUCTS - COMP/OP AGG \$ 4,000,000
							HiredNonOwnAuto \$ Included
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per person) \$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE \$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE \$
	DED ☐ RETENTION \$						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N N	N / A	4026683	3/1/2022	1/1/2023	☒ PER STATUTE ☒ OTH-ER
							E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liab			AEXNYACFY7Y001	1/15/2022	1/15/2023	Aggregate 2,000,000
C	Professional Liab			AEXNYACFY7Y001	1/15/2022	1/15/2023	Claim 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project #2204-00170 7/28/22

CERTIFICATE HOLDER

CANCELLATION

KLJ
1601 Riverfront Drive Ste #204
Grand Junction, CO 81501

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



JOE DEVORE, PE, PTOE, RSP 2 | Traffic Engineer

YEARS OF EXPERIENCE

10

REGISTRATION

Professional Engineer – CO, ND,
MN, SD, MT, FL, WY

Professional Traffic Operations
Engineer (PTOE)

Road Safety Professional 2 (RSP2)

EDUCATION

BS Civil Engineering – University
of Minnesota

OFFICE LOCATION

Saint Paul, MN



Joe has 10 years of experience in analyzing traffic operations, quantifying traffic safety, and providing visualization and leadership for stakeholder engagement to identify and recommend technically-supported improvements. He provides a unique background of both macro and micro safety analysis and has perfected a surrogate conflict analysis methodology using Vissim and Surrogate Safety Assessment Model (SSAM) to provide detailed future safety analysis for daily site-specific conditions. This experience has been used to quantify crash reductions for access management, reduce conflict intersections, and develop specific Intersection Control Evaluations (ICE) throughout the Midwest. Joe specializes in quantifying and presenting traffic operations and safety trade-offs, making a technical process customized to your specific values for upcoming projects.

Traffic Engineer | West Main Revitalization | Montrose, CO

West Main Street is part of State Highway 90 and runs 0.5 miles through downtown Montrose's urban core and serves as the primary access and frontage for adjacent businesses. KLJ was retained to provide a study, preliminary design, and final design for reconstruction of the existing two travel lanes in each direction, shoulders for undefined parallel parking, and narrow, non-Americans with Disabilities Act (ADA)-compliant sidewalks and driveways on each side of the road for recommended improvements. Upgrades include ADA-compliant widened sidewalks along both sides of the street; addition of bicycle lanes along one or both sides of the street; crosswalk safety with bulbouts and traffic calming measures; lane configuration to accommodate future traffic volumes, including studying a road diet; and modern streetscape of the corridor with trees, lighting, parking, and outdoor restaurant-style seating. KLJ is also providing a traffic study of the roadway for future growth expectations and for analysis of alternative roadway concepts.

Joe has been lead traffic engineer for the West Main Revitalization project considering the multimodal improvements that could be realized with a four-lane to a three-lane conversion. He has led traffic tasks including the safety analysis, traffic operations modeling, stakeholder engagement, and corridor study reports. This analysis has identified a segment through Grand Avenue that exhibits poor operations and is expected to become deficient with development impacts to the north. KLJ's recommendation upgrades will include ADA-compliant widened sidewalks, the addition of bicycle lanes and shared lanes, updated streetscaping, and identifying locations for expanded parking or outdoor restaurant seating.

Traffic Lead | Trunk Highway (TH) 15 Corridor Study | St. Cloud, MN

Joe managed, quality controlled, and supported all traffic and safety engineering tasks completed for the TH 15 corridor study addressing

three of the highest crash rate intersections in the state of Minnesota. This analysis used a combination of Vissim and SSAM to show the relationship between operational delay using a 24-hour model showing the risk of crashes throughout the day. Corridor analysis consisted of at-grade alternative intersection design and grade separated interchange options during alternatives analysis. This analysis was then used with Minnesota Department of Transportation (MnDOT) Benefit-Cost Analysis to prioritize short, mid, and long-term implementation options to aid in planning for safer and less congested future roadways.

ICEs and Safety Modeling | TH 59 Corridor Study | Pelican Rapids, MN

Joe provided traffic operations, safety, and multimodal analysis for the city of Pelican Rapids on the TH 59 corridor. With two schools and access to several parks along TH 59, pedestrian and bicycle safety were critically important for the corridor. Joe helped identify downtown improvements that consisted of two compact roundabouts, a mid-block pedestrian crossing, and preservation of downtown parking for main street businesses. He led traffic staff to evaluate existing conditions, wrote ICE reports, and provided stakeholder support during public engagement for the roundabouts and complete streets improvements.

Traffic Engineer/Project Manager | MDT Safety Term Assignment | MDT Safety

Joe has been assisting Montana Department of Transportation (MDT) Safety with a safety term assignment identifying improvements for 16 high-risk intersections throughout the state with eight completed locations in 2021 and eight locations currently being analyzed in 2022. These site-specific safety improvements have included operations and surrogate safety analysis to address the site-specific crash trends. KLJ has worked with both central office and district staff to help identify immediate short-term safety improvements and identify the benefit-cost ratios to help prioritize long-term safety improvements.



CAITLIN WOTRUBA, PE | *Lighting/Signalization*

YEARS OF EXPERIENCE

6

REGISTRATION

Professional Engineer – CO, MN,
ND, MT

MnDOT Signal and Lighting
Certification

EDUCATION

BS Civil Engineering – Michigan
Technological University

BS Surveying Engineering –
Michigan Technological University

OFFICE LOCATION

Saint Paul, MN



Caitlin is a civil engineer with six years of design experience. She has worked on a variety of private and public sector projects utilizing her signing, pavement marking, traffic control, signal design, lighting design, and construction administration experience. Caitlin's experience has provided opportunities to understand the signal design standards for various municipalities to design a signal that will meet the specific requirements.

Design Engineer/Lighting | Hillside Street Reconstruction | Delta, CO

The City identified the need to reconstruct an approximately 1,900-foot section of Hillside Street to improve the road section and multimodal connectivity from downtown to Garnet Mesa. This is the first multimodal corridor for the City. We are using our experience to help the City develop a multimodal corridor that is economical and user-friendly. The more complicated features of this project are working around the irrigation ditch and the radius of the street as it comes from downtown and turns to the south. KLJ will work with City staff to develop the most effective road realignment, while minimizing impacts to other adjacent property owners.

Lighting | West Main Revitalization | Montrose, CO

West Main Street is part of State Highway 90 and runs 0.5 miles through downtown Montrose's urban core and serves as the primary access and frontage for adjacent businesses. KLJ was retained to provide a study, preliminary design, and final design for reconstruction of the existing two-travel lanes in each direction, shoulders for undefined parallel parking, and narrow, non-ADA-compliant sidewalks and driveways on each side of the road for recommended improvements. Upgrades include ADA-compliant widened sidewalks along both sides of the street; addition of bicycle lanes along one or both sides of the street; crosswalk safety with bulbouts and traffic calming measures; lane configuration to accommodate future traffic volumes, including studying a road diet; and modern streetscape of the corridor with trees, lighting, parking, and outdoor restaurant-style seating. KLJ is also providing a traffic study of the roadway for future growth expectations and for analysis of alternative roadway concepts.

Lighting | Sheyenne Street Reconstruction | Fargo, ND

KLJ completed preliminary and final design of the construction project. We interfaced between various modeling tools, including travel demand models, microsimulation models, macroscopic models, and crash prediction models, to provide detailed analysis of a wide range of varied alternatives along the five-mile corridor. The two-lane rural roadway became a six-lane urban corridor with new storm sewer, sanitary sewer, water main, pedestrian facilities, and traffic signals. The corridor included a 12-foot wide pedestrian path with pedestrian underpass, retaining walls, a new 272-foot long bridge over the Sheyenne Diversion, and new lift stations. KLJ provided design engineering and assisted in selection of preferred alternatives, as well as environmental, cultural resource, ROW, and survey services.

Signal Design | Bismarck 7th and 9th Street Signal Improvements | Bismarck, ND

The project includes six signal replacements along 7th Street and five signal replacements along 9th Street. Caitlin worked on the design of the signal replacements along 7th Street and helped to coordinate the design with the subconsultant for the signal replacement along 9th Street.

Lighting | TH 23 Gap | Paynesville to Richmond, MN

The project included grading, bituminous mill and surfacing, lighting, and bridges. Caitlin worked on the design of the replacement of existing luminaires with new LED heads and the addition of lights to the end of existing lighting system, as well as five new lighting systems and temporary lighting during construction.

Signal Design | ND 1806 Concrete Pavement Repair and Signalization | Mandan, ND

The North Dakota Department of Transportation (NDDOT), in collaboration with the City of Mandan, conducted a maintenance project on ND 1806 in Mandan that included concrete pavement repair, roadway diet, signal replacement, ADA improvements, and bridge repairs.

KLJ Project Name:

Railroad Avenue Improvements

KLJ Project Number:

Job Classification:		Associate Project Manager	Engineer	Engineer in Training II	Project Controls Specialist I				
Task Code	Description	Civil - Devore, Joe S	Civil - Wotruba, Caitlin	Transportation - TBD	TBD	DIRECT LABOR Subtotal	REIMBURSABLE EXPENSE ¹ Total	Subconsultant Fee	TASK TOTAL
1	Project Management	\$ 187.00	\$ 173.00	\$ 126.00	\$ 101.00				
	Invoicing	8			8	\$ 2,304.00	\$ -	\$ -	\$ 2,304.00
	Client Meetings (Virtual)	8	8			\$ 2,880.00	\$ -	\$ -	\$ 2,880.00
		16	8		8	\$ 5,184.00	\$ -	\$ -	\$ 5,184.00

2	Signal Design	\$ 187.00	\$ 173.00	\$ 126.00	\$ 101.00				
	60%	6	60	32		\$ 15,534.00	\$ -	\$ -	\$ 15,534.00
	90%	4	24	12		\$ 6,412.00	\$ -	\$ -	\$ 6,412.00
	100%	4	24	12		\$ 6,412.00	\$ -	\$ -	\$ 6,412.00
		14	108	56		\$ 28,358.00	\$ -	\$ -	\$ 28,358.00

3	Signing/Lighting	\$ 187.00	\$ 173.00	\$ 126.00	\$ 101.00				
	Signing 60%	2	12	8		\$ 3,458.00	\$ -	\$ -	\$ 3,458.00
	Signing 90%	1	4	4		\$ 1,383.00	\$ -	\$ -	\$ 1,383.00
	Signing 100%	1	4	4		\$ 1,383.00	\$ -	\$ -	\$ 1,383.00
	Lighting 60%	2	12	8		\$ 3,458.00	\$ -	\$ -	\$ 3,458.00
	Lighting 90%	1	4	4		\$ 1,383.00	\$ -	\$ -	\$ 1,383.00
	Lighting 100%	1	4	4		\$ 1,383.00	\$ -	\$ -	\$ 1,383.00
		8	40	32		\$ 12,448.00	\$ -	\$ -	\$ 12,448.00

38	156	88	8	290			
				\$ 45,990.00	\$ -	\$ -	\$ 45,990.00

¹ To be billed at actual with an \$150 maximum (Meals \$35-Lodging \$115)

August 23, 2022

Proposal No. 222-403

Mr. Eric Brynildson, P.E.
Colorado River Engineering, Inc.
136 East 3rd Street
Rifle, Colorado 81650

Re: Response to Request for Proposal of Geotechnical Investigation and Engineering Services for the City of Rifle Railroad Avenue 5th to 9th Street Improvement Project, Rifle, Colorado

Dear Mr. Brynildson:

Thank you for your teaming request with Yeh and Associates, Inc (Yeh). This letter presents Yeh and Associates' statement of qualifications for geotechnical engineering services for the proposed improvements to Railroad Avenue from 5th Street to the 9th Street Bridge located in Rifle, Garfield County, Colorado. We understand that improvements will focus on intersections, roadways, utilities, and safety crossings including the existing Rifle Middle School. Yeh is very familiar with CDOT and City of Rifle/Garfield County Design Standards and Specifications which will govern the project. We appreciated working with you on the now completed phase of Railroad Avenue and would look forward to our involvement in continued Railroad Avenue improvements. This letter presents Yeh's proposed staff, qualifications, experience, performance of past projects, availability, local area experience, and preliminary scope of work and cost to assist the Project Team in design and construction for planned improvements.

If selected, the principal contact for this project would be Kevin Dye, P.E., our Glenwood Springs Office Engineer, with management oversight by Scott W. Richards, P.E., P.G. Our services will be based out of our local office at 1525 Blake Avenue in Glenwood Springs, Colorado. Support staff would include Sylvia White, Senior Geologist, with Senior Engineering by Marty Skyrman, P.E. The proposed Yeh Team has worked together on many corridor improvements and are prepared to be fully dedicated to the completion of the project.

If you have any questions or require any additional information, please contact us at our local office. We appreciate the opportunity to provide geotechnical engineering services for your Project Team.

Sincerely,

YEH AND ASSOCIATES, INC.

Reviewed by:



Scott W. Richards, P.E., P.G.

Kevin Dye, P.E.

Attachments: Yeh Statement of Qualifications: Company Overview, Proposed Team, Experience, Project Approach, Costs, Resumes, Rate Fee Schedules, General Conditions

Company Overview: Qualifications, Experience, and Credentials

Yeh and Associates, Inc. (Yeh) is a full-service geotechnical engineering and construction management firm based in Denver, Colorado, and established in 1999. Our extensive professional geotechnical engineering experience includes traditional investigation services, geologic hazard evaluation, and geotechnical evaluation supporting the planning, permitting, design and construction of several types of commercial and infrastructure projects. Some of the design services include structure foundations, retaining walls, soil nail walls, mechanically stabilized earth walls, anchor systems, soil improvements and various pavement section designs for roadways, intersections, sidewalks, pedestrian trails, and upgrades for ADA compliance. We have extensive experience performing investigations for Federal, State, Department of Transportation (DOT), County, and City Municipalities and commercial developments. Our construction services include materials testing, construction observation and construction site management support for successful project completion.

Currently, the firm employs 150 professionals with considerable experience in the fields of geology, geotechnical engineering, material testing, construction management and environmental fields. Yeh and Associates is a certified Disadvantaged Business Enterprise (DBE) for engineering and construction services (NAICS Codes 541330, 237110 and 237310) and is capable of handling projects of all sizes and complexity. Yeh offices are located in Grand Junction, Denver, Colorado Springs, Greeley, Glenwood Springs and Durango in Colorado; and Grover Beach and Ventura in California.

AREAS OF EXPERTISE

Roadway and Intersection
Pavement Design, and
Construction Services

Bridge, Culvert, and
Underpass Foundations

Municipal, Airport and
Recreational Infrastructure



Photos to the right and above, Yeh staff performed engineering services for proposed new roadway construction for the extension of Airport Road in Glenwood Springs for the new South Bridge Project, and the extension of Fremont Street in Fruita for improved High School access. Both projects are in Colorado and are currently in the design phase for future construction.



Team Personnel and Technical Expertise

Yeh proposes using the following professionals to complete our study, please see full resumes at the end of this document:



Kevin Dye, P.E., Project Engineer – Kevin has 15 years in geotechnical/geological engineering projects and construction management. His areas of expertise include field services, sample evaluation, engineering analysis, and report preparation for a variety of projects which include intersections, pavement design, shallow and deep foundations, global stability analysis and soil nail wall design. Kevin will be the point of contact.



Scott W. Richards, P.E., P.G., Senior Project Manager – Scott has been experience working in Western Colorado since 2002 and excels in geohazards and engineering subsurface analysis. He has managed engineering and construction projects for Yeh for the Colorado Western Slope. Scott will help manage the project.



Marty Skyрман, P.E., Senior Geotechnical Engineer – Marty has 25 years of experience in geotechnical engineering. He facilitates reviews on outgoing reports and acts as quality assurance for engineering design and recommendations.



Sylvia White, P.G., Senior Geologist – Sylvia is from western Colorado and has over 20 years of experience as a geologist and scientist for a variety of government, commercial and residential projects. She will be an important asset in identifying the geology and geologic hazards in the area. Sylvia also performs report writing, drafting, and report and document review.



Bob LaForce, P.E., Pavement Design – In addition to his 17 years with Yeh, Bob has 21 years of experience with CDOT related to materials engineering and testing. He spent 6 years with CDOT R1 as Materials Engineer supervising numerous pavement projects. He regularly delivers projects under budget due to attention to detail and offering alternatives to his clients.

Similar Consultation Projects

- **2022: Niagara and Hillcrest New Roundabout Project, City of Montrose, Colorado**
Yeh recently completed geotechnical engineering services for design for a proposed new roundabout intersection including pavement section and utility installation recommendations. Services included installation of a temporary piezometer for groundwater monitoring and potential impacts to future construction.
Contact: Mr. Rick Erjavec, Felsburg Holt & Ullevig, 303-721-1440
- **2022: Big B's Orchard - CO 133 Safety Improvements Project, near Paonia, Colorado**
Yeh recently completed geotechnical engineering services for CDOT roadway corridor safety improvements which included roadway widening and the addition of a new turn lane to Colorado Highway 133 near Paonia, Colorado. The project included CDOT review and oversight.
Contact: Mr. Sean Hays, Kimley-Horn, 303-481-0433

- **2021: Mesa County I Road and 25 Road Drainage Improvements Project.** Yeh has teamed with Collins Engineers, Inc. on multiple occasions and recently to perform geotechnical engineering services for replacement of an inoperable subsurface drain along I Road to 25 Road. The project consisted of a field program to evaluate existing surface and subsurface conditions and provide recommendations to the team and Mesa County for roadway drainage improvements.

Contact: Tim Hayashi, Collins Engineers, Inc., 720-647-7909



- **2020: Mesa County, Rocky Mountain Elementary School New Sidewalk Construction.** Yeh teamed with River City Consultants to perform geotechnical engineering services for safety improvements along school pedestrian walkways including new sidewalk construction for ADA compliance.

Contact: Ivan Geer, River City Consultants, 970-241-4722



- **2020: City of Fruita, Fremont Street Multi-Modal Improvements Project.**

Yeh teamed with Kimley-Horn to provide geotechnical engineering services for new intersection alternatives near the Fruita High School including safety improvements for student and pedestrian traffic.

Contact: Sam Atkins, City Engineer, 970-858-8377

- **2016 to 2020: City of Rifle Railroad Avenue Improvements.** Yeh teamed with SGM and



Colorado River Engineering, Inc. to provide recommendations for street, sidewalk, and revitalization improvements along Railroad Avenue from 2nd Street to 5th Street in Rifle, Colorado. Improvements included adding retaining walls, medians, ADA compliant sidewalk ramps with stairways, driveways, medians and planters, and dining areas for surrounding businesses. Groundwater and drainage evaluations were also performed including groundwater monitoring up to construction. We understand construction was completed in 2021.

Contact: Craig Spaulding, City of Rifle, 970-309-1267

Key Staff Resumes



Kevin Dye, PE

Project Engineer

Availability: As Needed

Home Office: Grand Junction/Glenwood Springs

Education: BS, Civil Engineering, University of Colorado, Denver

Registrations: Professional Engineer: Colorado, Missouri

Mr. Dye has 17 years of experience in engineering and construction inspection and documentation including design of road, bridge and intersection infrastructure projects, energy sector projects, commercial vertical construction, and municipality improvements. He designs soil nail retaining walls and performs global stability analysis for retaining structures. He is proficient in RocScience SLIDE, SETTLE3, and pavement design software.

Project Experience (Project Engineer):

- City of Rifle, Railroad Avenue Improvements Project, 2nd Street to 5th Street, Rifle, CO
- Niagara-Hillcrest Roundabout, Montrose, CO
- City of Fruita, Fremont Street Multi Modal Improvements Project, Fruita, CO
- Colorado Outdoors Subdivision improvements, various projects 2017-present, Montrose, CO
- Mesa County 16 Road improvements, N Road new connector, Mesa County, CO
- Mesa County I Road and 25 Road Drainage Improvements Project, Grand Junction, CO
- Mesa County South Broadway Multi-Modal Street Improvements Project, Grand Junction, CO
- Mesa County I Road and 25 Road Drainage Improvements Project, Grand Junction, CO
- City of Glenwood Springs, Airport Road, South Bridge and SH 82 Improvements, Glenwood Springs, CO
- Mesa County Orchard Avenue Corridor Safety Improvements Project, Grand Junction, CO
- Mesa County 58-M.6 Road Bridge Replacement Project, Collbran, Mesa County, CO
- Mesa County Buzzard Corridor Safety Improvements Project
- Mesa County Cameo Roadway Improvements Project, Cameo, Mesa County, CO
- City of Fruita, Fremont Street Multi Modal Improvements Project, Fruita, CO
- City of Glenwood Springs, 27th Street and Grand Avenue Bridge and Intersection Replacement Project, Glenwood Springs, CO



Scott W. Richards, PE, PG

Senior Project Manager

Availability: As Needed

Home Office: Grand Junction

Education: MS, Geological Engineering, University of Utah

BS, Environmental Earth Science (Minor in Chemistry), University of Utah

Registrations: Professional Engineer: Colorado, Utah, Professional Geologist: Utah

Mr. Richards has more than 20 years of experience in geological and geotechnical engineering projects and performed office management duties for over six years with Yeh and Associates. His experience includes management of geotechnical engineering projects for design recommendations for commercial vertical construction, airports, roads, and bridges, as well as geologic hazards evaluation and asset management projects including landslide, debris flow and rockfall hazards for municipalities and ski areas. He oversees engineering and construction testing services at the AMRL, CCRL, AASHTO certified laboratory in Grand Junction/Glenwood Springs, Colorado. Project experience includes airport

improvement projects (engineering and construction), slope stability (installation and monitoring of piezometers and inclinometers); bridge, roadway and intersection improvements, foundation systems; dams and reservoirs; commercial development and ski resort asset management.

Project Experience (Project Management):

- City of Rifle, Railroad Avenue Improvements Project, 2nd Street to 5th Street, Rifle, CO
- Niagara-Hillcrest Roundabout, Montrose, CO
- City of Fruita, Fremont Street Multi Modal Improvements Project, Fruita, CO
- Colorado Outdoors Subdivision improvements, various projects 2017-present, Montrose, CO
- Mesa County 16 Road improvements, N Road new connector, Mesa County, CO
- Mesa County I Road and 25 Road Drainage Improvements Project, Grand Junction, CO
- Grand Junction Regional Airport Various Projects 2015-Present, Grand Junction, CO
- City of Glenwood Springs, Airport Road, South Bridge and SH 82 Improvements, Glenwood Springs, CO
- Mesa County Orchard Avenue Corridor Safety Improvements Project, Grand Junction, CO
- Mesa County 58-M.6 Road Bridge Replacement Project, Colbran, Mesa County, CO
- Mesa County Buzzard Corridor Safety Improvements Project
- Mesa County Cameo Roadway Improvements Project, Cameo, Mesa County, CO
- City of Fruita, Fremont Street Multi Modal Improvements Project, Fruita, CO
- City of Glenwood Springs, 27th Street and Grand Avenue Bridge and Intersection Replacement Project, Glenwood Springs, CO
- City of Glenwood Springs, Grand Avenue Bridge Replacement Project, Glenwood Springs, CO



Marty Skyrman, PE, GE
Senior Geotechnical Engineer

Availability: As Needed

Home Office: Grand Junction

Education: BS Civil Engineering, Cornell University, Ithaca, NY

MS Civil Engineering (Geotechnical), Colorado State University, Fort Collins, CO

Registrations: Professional Civil Engineer: Colorado, California, Louisiana, Texas, Utah

Professional Geotechnical Engineer: California

Mr. Skyrman has more than 25 years of experience in civil and geotechnical engineering, construction management, and materials testing and inspection in both public and private sectors. Wide ranging project experience including municipal infrastructure, bridge and roadway, petrochemical and industrial facilities, hospitals and schools, commercial and residential construction, power generation and transmission, waste disposal, dams, mining, forensic engineering, hurricane and flood protection structures, shoreline stabilization, marsh creation, and port/wharf infrastructure.

Project Experience (Geotechnical Design):

- City of Fruita, Fremont Street Multi Modal Improvements Project, Fruita, CO
- Colorado Outdoors Subdivision Improvements, various projects 2019-present, Montrose, CO
- Mesa County 16 Road Improvements Project, Grand Junction, CO
- Mesa County South Broadway Multi-Modal Street Improvements Project, Grand Junction, CO
- City of Glenwood Springs, Airport Road, South Bridge and SH 82 Improvements, Glenwood Springs, CO
- Mesa County Orchard Avenue Corridor Safety Improvements Project, Grand Junction, CO
- Mesa County 58-M.6 Road Bridge Replacement Project, Collbran, Mesa County, CO
- Mesa County Buzzard Corridor Safety Improvements Project
- Mesa County Cameo Roadway Improvements Project, Cameo, Mesa County, CO

- UT SR-162 & SR-262 Safety and Energy Corridor Project, San Juan County, UT
- K-01-A Scour Critical Bridge, SH 141, Montrose County, CO
- US 160 Dry Creek Passing Lanes Project, La Plata County, CO
- CO SH 13 Rehabilitation, Rifle to Rio Blanco Hill, Garfield County, CO
- 25 Road/I Road Drainage Improvements, Mesa County, CO



Sylvia White
Senior Geologist

Availability: As Needed

Home Office: Glenwood Springs/Grand Junction

Education: BS, Geology/Earth Studies, Summa Cum Laude, Colorado Mesa University

Ms. White has more than 20 years of experience in providing geotechnical engineering services as a geologist and scientist for a variety of government, commercial and residential projects. In addition to administering geotechnical investigation studies, Ms. White has worked in field and construction inspections and observations. She performs quality control for laboratory testing, engineering and construction daily reports, and geotechnical and geological reports.

Project Experience (Senior Engineer and Project Management):

- City of Rifle, Railroad Avenue Improvements, 2nd Street to 5th Street, Rifle, Garfield County, CO
- Niagara-Hillcrest Roundabout, Montrose, CO
- City of Fruita, Fremont Street Multi Modal Improvements Project, Fruita, CO
- Colorado Outdoors Subdivision improvements, various projects 2017-present, Montrose, CO
- Mesa County 16 Road improvements, N Road new connector, Mesa County, CO
- Mesa County I Road and 25 Road Drainage Improvements Project, Grand Junction, CO
- Mesa County South Broadway Multi-Modal Street Improvements Project, Grand Junction, CO
- City of Glenwood Springs, Airport Road, South Bridge and SH 82 Improvements, Glenwood Springs, CO
- Mesa County Orchard Avenue Corridor Safety Improvements Project, Grand Junction, CO
- Mesa County 58-M.6 Road Bridge Replacement Project, Collbran, Mesa County, CO
- City of Glenwood Springs, 27th Street and Grand Avenue Bridge and Intersection Replacement Project, Glenwood Springs, CO
- City of Glenwood Springs, Grand Avenue Bridge Replacement Project, Glenwood Springs, CO

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Bob LaForce, PE
Pavement Design

Availability: As Needed

Home Office: Denver

Education: BS, Chemistry, Louisiana State University, Baton Rouge

Registrations: Professional Engineer: Colorado

Mr. LaForce has 16 years with Yeh and Associates and 33 years of Colorado Department of Transportation (CDOT) experience of which the last 21 years were related to materials engineering and testing. He spent the last 6 years as Region 1 Materials Engineer overseeing project testing as well as supervising the preliminary engineering and pavement design of numerous projects on the Region Pavement System. His first 12 years with CDOT were spent with the CDOT Research Section investigating such varied areas as asphalt recycling and pavement performance, swelling soils studies, tunnel ventilation and numerous construction product and procedure evaluations. During his tenure with Yeh

and Associates, he has performed numerous pavement designs as well as managing technicians on construction projects for CDOT and commercial construction projects.

Project Experience (Pavement Design):

- Town of Vail Simba Run Underpass Project (Teamed with FHU), Vail, CO
- I-70 EB and WB Peak Period Shoulder Lanes, CDOT Region 1, Clear Creek County, CO
- Lower SH 7 Pavement Design for Flood Repair, West of Lyons, CO
- Pikes Peak Parking Lot, Denver International Airport, Denver, CO
- Federal Parkway Widening, 120th Avenue to 122nd Avenue, Westminster, CO
- Wadsworth Pavement Recommendations, Wheat Ridge, CO
- County Line Road at I-25 Intersection Improvements in Lone Tree, CO
- 31 Road in Clifton, CO
- Riverside Parkway, Grand Junction, CO

Project Approach and Proposed Schedule

Project Description: We understand roadway, intersection, and utility improvements of Railroad Avenue between 5th Street and 9th Street are desired by the City of Rifle. Yeh performed geotechnical engineering services for the improvements along Railroad Avenue between 2nd Street and 5th Street and our approach would be very similar to our services for that project. Typical subsurface soils for the area are clay over gravel with potential impacts from existing utilities and groundwater. Our field investigation will be suited to obtain subsurface data to evaluate bearing conditions for traffic signalization, pedestrian crossings, roadway pavement section recommendations, drainage considerations and utility installation.

RAILROAD AVENUE, 5TH STREET TO 9TH STREET, IMPROVEMENT PROJECT SCOPE OF WORK:

1. Geotechnical investigation for engineering recommendations for proposed improvements.
 - a) Prior to our investigation, Yeh representatives will coordinate with client to discuss proposed extent of improvements and particular areas of interest, perform a site reconnaissance to stake or mark borings and perform utility locates prior to drilling. Private utility locates are not included in this scope.
 - b) Drill 5 to 6 borings, utilizing traffic control where required, for roadway and subgrade evaluation
 - i) Drill borings at areas of potential signal foundations, proposed utility improvements and to evaluate existing pavement section for upgraded design. Roadway boring may be strategically placed in areas of potential poor subgrade based on surface observations. Borings will be drilled to depths between 5 and 10 feet for pavement and utility borings, and 15 to 20 feet for signal foundations. Borings will be performed to evaluate existing pavement sections, subgrade conditions, to record standard penetration test values, and to retrieve samples for laboratory testing. Sampling will be performed in accordance with material types encountered. We assume auger drilling methods will be utilized.
 - ii) Perform laboratory testing on retrieved samples. Laboratory testing will be performed based on sample type to evaluate material classification (gradation and Atterberg limits) and engineering properties, such as swell/collapse potential, moisture, density, standard Proctor and R-value(s) for pavement design. Corrosion testing will also be performed at select locations for utility and foundation areas.
 - c) Complete a Draft Summary Report of our findings and recommendations. The report will include location maps, test boring logs, laboratory testing and results, pavement section

recommendations, typical CDOT traffic signal bearing capacity recommendations, general construction recommendations, and soil corrosion testing results.

EXCLUSIONS

- a) Global stability analysis or design for potential retaining walls (not anticipated)
- b) Private utility locates
- c) Survey of borings, project area
- d) Plan Sheet Preparation
- e) Additional meetings with the Client.
- f) Construction Observations and Materials Testing Services.

Additional services can be provided upon request at an additional fee.

TASK ORDER FEE:

The client will be invoiced a lump sum cost in accordance with the attached fee schedule unless otherwise requested. The following is a cost breakdown of estimated services which may be necessary to complete each task and provide recommendations to the design team for possible improvements. Final costs can be confirmed after our site reconnaissance with the project Team. We look forward to an opportunity to discuss these options with you once actual improvements are decided. The approximate cost breakdown of tasks is as follows:

RAILROAD AVENUE, BETWEEN 5TH STREET AND 9TH STREET, IMPROVEMENT COST ESTIMATE:

1) Geotechnical Investigation, Laboratory, Engineering Analysis and Report Cost Estimate.

- a) Site reconnaissance, permitting, stake test borings & perform utility locates.....\$ 1,695
- b) Drilling Sub-contractor (estimated 1 day).....\$ 3,150
- Traffic Control (estimated 1 day).....\$ 2,850
- Yeh Engineer Field Staff (1 day).....\$ 1,500
- Laboratory testing, (classification, R-Value, engineering testing, Corrosion).....\$ 4,040
- Engineering Analysis, Drafting Report, Review.....\$ 9,175
- c) Meeting Attendance, 1 post report meeting with Client.....\$ 470

Total cost for Geotechnical Investigation and Recommendations is \$ 22,880.

Conclusion: Yeh and Associates would look forward to providing the above scope of geotechnical services for continued improvements to Railroad Avenue in Rifle, Colorado. We would provide an excellent representation with specific area experience, knowledgeable staff, certified laboratory, and a professional report. We have the resources, time, and capability to make this project a success and provide quality recommendations for straightforward construction and successful project completion in a timely manner. The information contained herein is for the client only and should remain confidential with respect to this project and proposed project team. We appreciated working with you on the now completed phase of Railroad Avenue and would look forward to our involvement in continued Railroad Avenue improvements. Thank you again for this teaming opportunity.

Reviewer: Craig Spaulding
 Project: Railroad Avenue Improvements

	CRE			Landmark		
	Score (0-10)		Weighted Score	Score (0-10)		Weighted Score
Technical Expertise	9	0.2	1.8	10	0.2	2
Previous Experience on Project Similar in Scope	9	0.3	2.7	10	0.3	3
Completeness and Accuracy of Proposal	10	0.15	1.5	9	0.15	1.35
Project Approach	10	0.2	2	10	0.2	2
Proposal Cost	5.705988	0.15	0.855898	10	0.15	1.5
Score			89%			99%

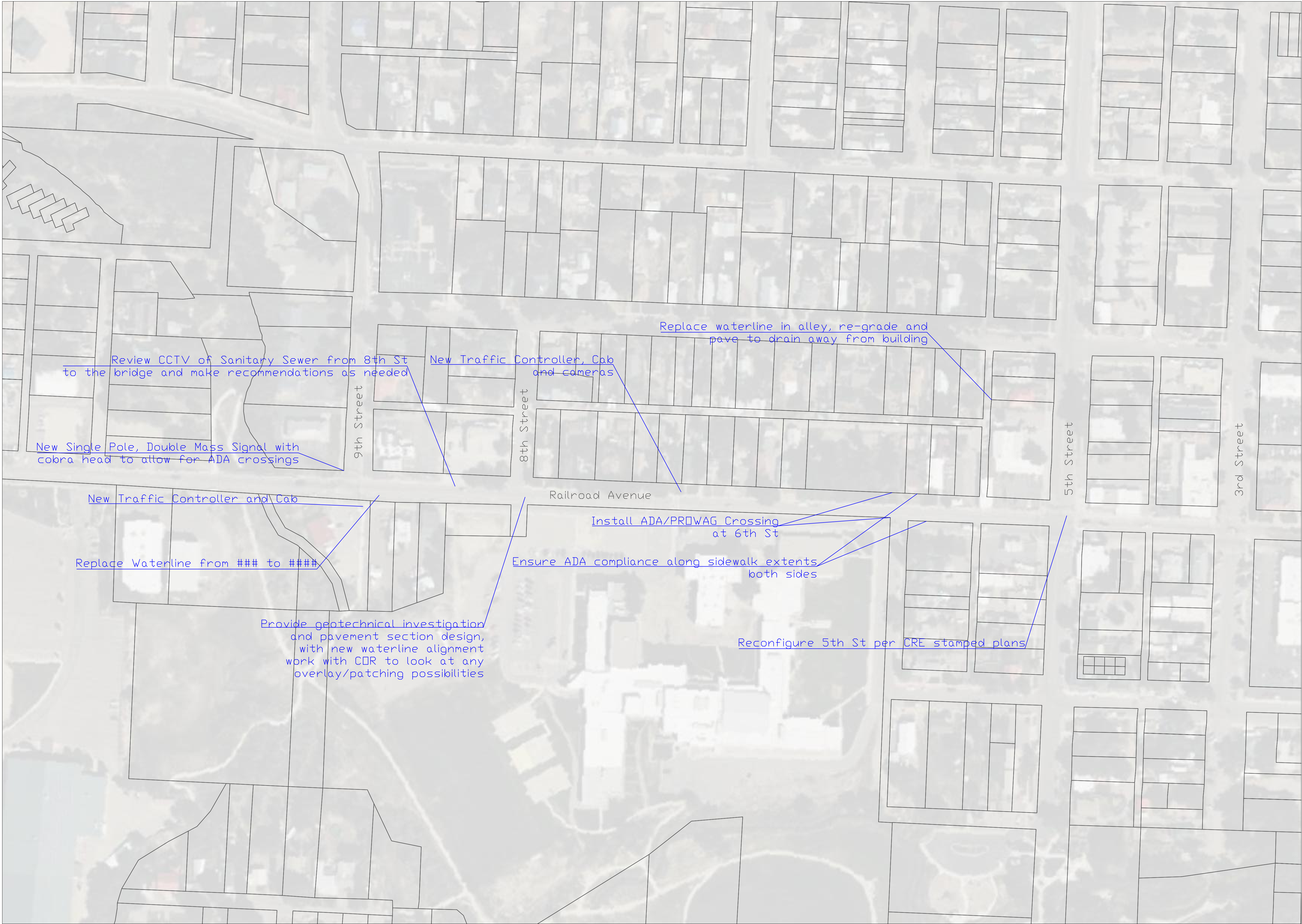
Reviewer: Patrick Waller
 Project: Railroad Avenue Improvements

	CRE			Landmark		
	Score (0-10)		Weighted Score	Score (0-10)		Weighted Score
Technical Expertise	10	0.2	2	10	0.2	2
Previous Experience on Project Similar in Scope	10	0.3	3	8	0.3	2.4
Completeness and Accuracy of Proposal	10	0.15	1.5	10	0.15	1.5
Project Approach	9	0.2	1.8	9	0.2	1.8
Proposal Cost	5.705988	0.15	0.855898	10	0.15	1.5
Score			92%			92%

Reviewer: Brian Prunty
 Project: Railroad Avenue Improvements

	CRE			Landmark		
	Score (0-10)		Weighted Score	Score (0-10)		Weighted Score
Technical Expertise	10	0.2	2	10	0.2	2
Previous Experience on Project Similar in Scope	9	0.3	2.7	10	0.3	3
Completeness and Accuracy of Proposal	10	0.15	1.5	10	0.15	1.5
Project Approach	10	0.2	2	10	0.2	2
Proposal Cost	5.705988	0.15	0.855898	10	0.15	1.5
Score			91%			100%

Summary	Score	Local Preference Added
CRE Score	90%	100%
Landmark Score	97%	97%



General Notes

No.	Revision/Issue	Date

Firm Name and Address

Project Name and Address
Railroad Avenue Reconstruction
Scoping Document
Rifle Colorado

Project	002	Sheet
Date	6/8/2022	01
Scale	As Noted	

PUBLIC WORKS



TO: Brian Prunty
FROM: Craig Spaulding
DATE: September 1, 2022
RE: RR Avenue 5th to 9th Design

The purpose of the following memo is to provide recommendation of award for design services on the Railroad Avenue project and request purchase orders for Professional Services in the amount of \$280,539.00.

Rutted asphalt in front of the middle school, watermain breaks, and traffic signal faults are seen on this arterial corridor. This has placed this roadway as the project for 2024 in the CIP and Maintenance Plan. The City of Rifle intends to replace failed asphalt, upgrade sidewalks to ADA/PROWAG conformance, install street lights, improve traffic signals, rehabilitate the sanitary sewer and replace the existing waterline. As discussed in the previous utility master plan, 1% or .75 miles of waterlines should be replaced every year to achieve replacing all lines every 100 years. This project replaces less than that amount but this requirement further backs the importance of the waterline replacement.

Proposals were requested publicly and received from two firms. Proposals for the design were both very qualified. The proposals were graded based on criteria set forth in the RFP by 3 reviewers. Both firms scored in the 90's with Landmark rated higher than CRE. After applying the local preference advertised in the RFP CRE was the successful bidder. The recommendation is to award the project to CRE.



CITY OF RIFLE
202 RAILROAD AVENUE • P.O. BOX 1908 • RIFLE, CO 81650
WWW.RIFLECO.ORG



**CITY OF RIFLE
PURCHASE REQUEST**

1.	Vendor Name	NEW: W-9 attached ☐
	Colorado River Engineering, Inc.	

2.	Vendor Address
	136 E. 3rd. Street
	Rifle, CO 81650

3.	For the Purchase of (description)
	Design and Construction Mgmt Services
	Railroad Avenue 5th to 9th Improvements

4.	Amount Requested	Amount Budgeted	Finance Director Verified Funds Avail.
	\$280,539	\$110,000	

5.	Dept. Name	General Ledger Acct #
	Public Works	201-4313-400-734

6.	Type of Purchase
	Capital Construction
	Capital Construction – Change Order
	Capital Equipment
	Plant Equipment
	Materials, supplies, non-profession/technical services (includes computer/software maint.)
	x Professional Services
	Utilities (includes equipment installation)
	Land, easements, ROW

7.	Purchasing Process Required
	Cooperative Purchasing
	Open Market
	Comparative Pricing
	x Request for Proposal (attach bid tab)
	Formal Bid (attach bid tab and advertisement)
	Single Source (attach an explanation)

8.	Authorization Required
	x City Manager
	x City Council

9.	Signatures		
	Position	Signature	Date
	Department Director		
	City Manager		
	City Council Approval (meeting date)		
10.	Purchase Order # assigned by Finance		

General summary of purchasing ordinance (Section 4, Art. III)

TYPE OF CONTRACT	ESTIMATED AMOUNT	PROCESS	Purchase Order? Purchase Request?	CITY COUNCIL APPROVAL REQUIRED?
Capital Construction	< \$5,000	Open Market (informal evaluation by purchasing agent)	> \$5,000 - PO	Yes if over \$20,000 or for any amount from Capital Fund.
	\$5,000-\$20,000	Comparative Pricing (solicit quotes from 3) vendors/suppliers)	Purchase Request	
	\$20,001-\$100,000	Competitive Bid (see Code Sec 4-3-40)		
	> \$100,000	Bonded Competitive Bid		
Capital Construction Change orders	< = 10% of approved contract	When total change orders to date are < 10% - Dept Head or City Manager Approval	Purchase Request	Yes if total change orders to date are greater than 10%
	> 10% of approved contract			
Capital Equipment	< \$5,000	Open Market (informal evaluation by purchasing agent)	> \$5,000 - PO	Yes if over \$20,000 or for any amount from Capital Fund.
	\$5,000-\$20,000	Comparative Pricing (solicit quotes from 3 vendors/suppliers)	Purchase Request	
	> \$20,000	Competitive Bid (see Code Sec 4-3-40)		
Plant Equipment Replacement (purchases necessary for replacement of existing equipment that is component part of any water, wastewater, or physical plant)	< \$7,500	Open Market (informal evaluation by purchasing agent)	> \$5,000 - PO >= \$5,000 - Purchase Request	Yes if over \$75,000
	\$7,500-\$75,000	Comparative Pricing (solicit quotes from 3 vendors/suppliers)	Purchase Request	
	>\$75,000	Competitive Bid (see Code Sec 4-3-40)		
Materials, Supplies, Non- Professional Services and Technical Services (including software/hardware maintenance technical services)	< \$10,000	Open Market (informal evaluation by purchasing agent)	> \$5,000 - PO >= \$5,000 - Purchase Request	Yes if over \$20,000
	>\$10,000	Comparative Pricing (solicit quotes from 3 vendors/suppliers)	Purchase Request	
Professional Services (note- process for appointed positions such as auditor, attorney, engineer, or municipal judge to be determined by Council)	< \$25,000	Open Market (informal evaluation by purchasing agent)	All - Purchase Request	Yes if anticipated to exceed \$25,000 per year to a single vendor
	> = \$25,000	Written requests for written proposals must be sent to at least 3 firms or individuals		
Utilities including installation of equipment (purchases to secure utility services such as natural gas, electricity, local telephone, water, or sewer)	any amount	Single Source (negotiations, where appropriate, after good faith determination that only one viable source exists in relevant supply area - keep records for one year)	> \$5,000 - PO >= \$5,000 - Purchase Request	No
Real Property Interest (including easements and rights of way)	any amount	Single Source (see above)	> \$5,000 - PO >= \$5,000 - Purchase Request	Yes if over \$5,000.



Agenda Item #8.h.

Agenda Item Name:

Consider Approval of Landmark EPC, LLC for the Design and Management of the 5th Street and Ute Avenue Improvements

Presenter:

Craig Spaulding, Civil Engineer

Item Description:

Recommend Landmark EPC for the design and management of the 5th Street and Ute Avenue Improvements

Recommended Action:

Recommend Landmark EPC for the design and management of the 5th Street and Ute Avenue Improvements in the amount of \$193,283.00.

Fiscal Impact:

This project is within the CIP and Maintenance plan for streets, water and sewer. It should be noted that a majority of the proposed costs will be incurred in 2023 and have been recommended in the 2023 budget.

Operational Impact:

This project will greatly increase reliability of City infrastructure in this entire neighborhood.

Prior Board Motions:

none.

Background Information:

The purpose of the project is rebuild a failed road, install new waterline, replace old sewer manholes, and provide continuous ADA sidewalk path. The design is planned to take place from 2022-2023 which includes review of CCTV footage provided by COR in 2023. There will likely be a sanitary sewer rehabilitation project in 2024 and the waterline and road work in 5th and Ute will take place in 2025.

Executive Summary:

This project was advertised publicly and 2 bids were received. Bids were evaluated using criteria set forth in the RFP and it was determined that the successful bidder was Landmark EPC.

Notification Requirements:

none

Prepared By:

Craig Spaulding, Civil Engineer

Attachments:

1. Ute and 5th Map 8-1-22
2. 5th and Ute Proposal_Landmark 8-26-22
3. 5th and Ute Design Proposal Grading
4. Memo_Ute and 5th Design Award
5. Purchase Request_5th and Ute Design_Landmark 9-1-22



MAP FOR REFERENCE ONLY
NOT A LEGAL DOCUMENT

The City of Rifle Colorado makes no claims and no warranties, expressed or implied, concerning the validity or accuracy of the GIS data presented on this map.

Geometry updated 9/8/2021
Data updated 9/8/2021

Print map scale is approximate. Critical layout or measurement activities should not be done using this resource.

Map Theme Legends

Sewer System

-  Waste Water Discharge
-  Waste Water Lift Station
-  Waste Water Treatment Plant
-  Manhole
-  Sewerline

City of Rifle

Water System

-  Hydrant
-  Valve
-  Pressure Reducing Valve
-  Zone Isolation Valve
-  Bulk Water
-  Reducer
-  Pump Station
-  Raw Water Intake
-  Water Sampling Site
-  Water Storage Tank
-  Water Treatment Plant
-  Distribution Waterline
-  Raw Waterline

City of Rifle



City of Rifle
Craig Spaulding
Project Engineer
202 Railroad Ave
Rifle, CO 81650
(970) 665-6556

RE: City of Rifle Ute and 5th Street Improvements

Landmark EPC, LLC wishes to express interest in providing the City of Rifle our Engineering services for the design and construction phases in accordance with the Project referenced above. We have reviewed the documents provided and believe Landmark has the staff, qualifications, and experience to provide these services for the City of Rifle.

Landmark has been providing these services to private and municipal communities in Garfield County, as well as surrounding areas since Landmark began in 1969. Having these services in-house has allowed Landmark to provide our clients with the solutions to their projects in a timely and economical manner. The enclosed documentation will demonstrate we are more than capable of providing these services.

The enclosed submission for this RFP will show that Landmark is the firm that can complete the City projects as well or better than any other firm. If you have any questions, please feel free to call our office.

Sincerely,
Landmark EPC LLC,

Rodney A Harr, P.E.

Project Understanding And Approach

Landmark EPC, LLC has selected a Team that has over 100 years of combined experience in performing these types of projects. Landmark also intends to use our own in-house departments to complete this project. Landmark intends to use our Survey, Civil Engineering, Geotechnical, and Subsurface Utility Engineering (SUE) Departments for this project as well as, Delich Associates for the signal and street light design. Should the need arise, we can call upon our Potholing, Planning, Irrigation Design and Landscape Architecture Departments to assist with this project.

Upon receipt of Notice to Proceed, the Team will request a time for a Kick-off Meeting with the City of Rifle staff that will be working with our Team on this project. When an acceptable date and time has been agreed upon, our Team will prepare an Agenda for the Kick-off Meeting. The Agenda will review the anticipated scope and approach the Team proposes for the completion of this project. The Kick-off Meeting should be held in person. However, it is possible that future status meetings will be held via video conferencing (Microsoft Teams) or other media source depending on the City's requirements. At the Kick-off Meeting the Lead Team Members who will be working on the project will be introduced to the City Staff. At the meeting Landmark will request copies of information the City has in its files regarding existing plan and profile drawings, as-built drawings, easement and right-of-way documents, existing drainage reports, traffic counts (if available), and other pertinent data that may be available. The City and Landmark will discuss and further refine the project scope, known project limitations, and project assumptions for the Ute Avenue and 5th Street project. The project will include watermain replacement, pavement replacement for a portion or full width, sanitary sewer evaluation and possible replacement, and street

light design will utilize our survey, SUE, Civil Engineering Departments, our CCTV Vehicle, and consulting services of Delich Associates. It is assumed there are existing services on the watermain and sanitary sewer that will need to be kept in service while the replacement is installed. It will be necessary to locate service lines for these existing customers to be able to tie them into the new line when the watermain is installed, chlorinated, pressure tested, and accepted by the City and the sanitary sewer main and manholes are pressure tested and CCTV submitted and accepted by the City. For the evaluation of the sanitary sewer main we propose to use out in-house CCTV vehicle in conjunction with our SUE and Survey Departments to collect the necessary information for review and evaluation of the sanitary sewer system.

Based on the information provided Meeting Minutes will be generated documenting the agreed upon final scope, project limitations, and project assumptions. Landmark will prepare a detailed project schedule for the project. The schedule will include milestones, the anticipated critical path for the projects, scheduled Project Update Meetings and the anticipated deliverables to the City. The Project Update Meetings will be set as bi-weekly unless the City desires a different schedule.

After the Kick-off Meeting, the Team will begin the Study and Report Phase of the project that will include data reconnaissance, site survey, and SUE using ASCE 38 Standards for the project. It will be necessary to perform a site survey to collect the data related to street widths, sidewalks, grades, right-of-way, intersections, above grade and below grade utilities and other necessary site features to provide the required design. The SUE and Survey Departments along with our CCTV vehicle will work together to identify the site features for the project. In



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addition, using the utility location information, Landmark will use our drill rig and laboratory to perform the necessary Geotechnical Investigation for the project. It may be necessary to call upon our Potholing Department if a utility is found to be located in a critical physical location. Our SUE equipment is extremely accurate with horizontal locations and capable of giving approximate depth but, if the depth elevation is critical to the design, it may be necessary to pothole the utility. The information collected via Survey and SUE as well as the CCTV film footage will be utilized for the evaluation and design of the project improvements. While the field survey is being completed the easement and right-of-way information provided by the City will be reviewed to see if the areas of proposed design improvements will be within these limits. If not, Landmark will provide the necessary exhibits for permanent and/or temporary construction easements for the City's use in acquiring said easements. Landmark will depend on the City's Legal Council to prepare the actual Easement Agreements. The need for these easements will be based on the project requirements and may not be fully known until the Preliminary Design (anticipated to be at 30% to 40%) of the project. If any of the easements are critical for the project, they will be noted for the City to obtain sooner than later if it is deemed they may have an impact on the project design. At this time, this is not anticipated, but, if necessary, may come into play. Landmark will also identify, consult with, and analyze the requirements of jurisdictional entities that might be impacted by the project. Landmark will also advise the City regarding the findings for the project as it relates to the codes, standards, and applicable design standards and the availability of different innovative design, contracting, or procurement methods for the proposed project.

Landmark will provide the City with CAD and PDF copies of the SUE Survey along with a Written Report/Study of the road construction, streetlights, water main, and sanitary sewer analysis and design recommendations for Ute Avenue and 5th Street, set up in two construction packages in accordance with the requirements in Section 1.02 of the RFP. The information will be presented at a Presentation Meeting with the City Staff, review the findings, and discuss City requested revisions. These revisions will be documents and a revised written Report/Study will be provided if required.

Using the information collected by Landmark Survey and SUE Departments, CCTV Vehicle, and Geotechnical Investigation along with the site evaluation, upon written acceptance and authorization by the City, the Preliminary Design Report process will begin. Landmark will use City of Rifle Public Works Manual, CDOT M & S, PROWAG, and AWWA Regulations and Guidelines for the design. The Preliminary Design Report will include Final Design Recommendations for the Demolition Plans if required (in accordance with Section 5.2, Embankment Plans if required (in accordance with Section 5.4, Street Improvements (in accordance with Section 100.5) including Plan and Profile Drawings with horizontal and vertical curves (if needed) and site distance triangles (in accordance with table in Section 100.2), road cross sections, curb, gutter, sidewalk, and cross pans (in accordance with Section 100.6), signage and striping plans, traffic control plan (in accordance with Section 50), erosion control, road-side bank stabilization, and street light lumens, location, and connections (in accordance with Section 15 and IES Street Light Guide). The watermain is assumed to be a distribution main (in accordance with Sections 20, 30, 100.7, 115



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and AWWA Requirement) and the sanitary is assumed to be a sanitary sewer collector and will be designed or proposed rehabilitation (in accordance with Section 25). Our Civil Engineering Department and Delich Associates will work together to provide the best fit solution for the situation. It is assumed the existing watermain and sanitary sewer will need to remain in service while the new mains are being installed. It is also assumed, the new watermain and sanitary sewer will need to be installed prior to the replacement of the existing roadway. As stated previously, it is also assumed there are existing services that will need to be tied into the new watermain once it is installed, backfilled, chlorinated, flushed, pressure tested, and accepted by the City for service. It is also assumed there may be existing fire hydrants on the existing watermain that need to be replaced. Likewise, the sanitary sewer existing services will need to be tied into the new sanitary sewer after the new main is pressure tested and a CCTV reviewed. This is more critical than the water since sanitary is by gravity and not pressurized and will require finite design.

This Preliminary Design Phase Written Report/Study of the road construction, streetlights, water main, and sanitary sewer analysis and design recommendations for Ute Avenue and 5th Street, set up in two construction packages in accordance with the requirements in Section 1.03 of the RFP. The report will include 30% Design Drawings, a written report outlining the potential utility interference issues and recommended design solutions, the easement requirements, Engineers Estimate of Probable Cost, and other necessary supporting documentation for the City's review. The information will be presented at a Presentation Meeting with City Staff, review findings, and

discuss City revisions. These revisions will be documents and a revised written Preliminary Design Report/Study will be provided if required.

Upon written acceptance and authorization by the City, the Final Design Phase will begin. The Final Design will include the required Demolition Plans, Embankment Plans, Street Improvements including Plan and Profile Drawings with horizontal and vertical curves, site distance triangles, road cross sections, curb, gutter, sidewalk, and cross pans, Streetlights, Signage and Striping Plans, Traffic Control Plan, Erosion Control Plan, water main Plan and Profile Plans, and Sanitary Sewer Plan and Profile Plans. The necessary details will also be included in the Final Design Phase. Our Survey, SUE, Civil Engineering, and Delich Associates will work together to provide Final Construction Plans and Specifications with the best fit solution for the three roads. As necessary, the Landmark Team will make site visits to review the design. The Landmark Team will also meet in person or via conference call, or video conference those jurisdictional agencies that will need to provide review or permits for the completion of the project.

This Final Design Phase will be presented to the City in three separate meetings at three different stages of the design. The first is anticipated to occur at a Final Design Draft which will occur at the approximate 60% to 70% stage of design. The Final Design Draft will be presented at a meeting with City Staff to review and discuss the Final Design Draft for the road construction, streetlights, water main, and sanitary sewer analysis and design recommendations for Ute Avenue and 5th Street, set up in two construction packages. Meeting Minutes will be prepared by Landmark and distributed to the City outlining



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the comments, revisions, required, and next steps to completion of the project.

The second Final Design Draft review will occur when the City requested revisions have been made and the Final Design has advanced to an approximately 90% to 95% stage based on the previous input from the City Staff. The Second Final Design Draft will be presented at a meeting with City Staff to review and discuss the Final Design Draft for the road construction, streetlights, water main, and sanitary sewer analysis and design recommendations for Ute Avenue and 5th Street, set up in two construction packages. Meeting Minutes will be prepared by Landmark and distributed to the City outlining the comments, revisions, required, and next steps to completion of the project.

The Final Design Drawings, Specifications, and Engineers Estimate of Probable Cost will be provided to the City ready for Construction Bidding for the road construction, streetlights, water main, and sanitary sewer analysis and design recommendations for Ute Avenue and 5th Street, set up in two construction packages. These three Final Design submittal shall be in accordance with the requirements in Section 1.04 of the RFP.

During the Bidding/Proposal Phase, Landmark shall assist the City with preparation and distribution of the Bid Packets. Landmark will attend a Pre-Bid Meetings with the City to review the proposed projects with potential Bidders. Landmark will provide written responses to the Contractors Request For Information (RFI) and review submittals for "or equal" products or materials for the project. In addition, Landmark will assist and consult with the City regarding the contractor, sub-contractor, supplier, and other

related service qualifications for the projects. Landmark will assist, if required, in Bid Negotiations and Award of the Contract to the apparent qualified Bidders. These services will be provided by Landmark in accordance with the requirements in Section 1.05 of the RFP.

During the Construction Phase of the two projects, Landmark will provide General Construction Administration representing the City during construction. It is anticipated that the City will have it's own Staff that will want to over see the day to day operations and Landmark will be available by telephone or video conference but will also make a site visit once a week unless additional site observations are required. Landmark will assist the City in selecting an Independent Testing Laboratory; attending the Pre-Construction Meeting; set up Electronic Transmittal Protocols; Review Schedules, Material Submittals, and Pay Requests; provide information to Contractor regarding required permits and verify permits are received; verify the survey benchmarks and baselines for the projects; and if necessary, prepare and issue Field Orders; and review Change Orders for the projects. It is anticipated the projects construction will occur over a 9 month (36-week period) for fee proposal purposes. Since it is anticipated that construction on the project will occur in 2025, Landmark reserves the right to adjust the anticipated hourly rate and reimbursable expenses to current values at that time in the future. These services will be provided by Landmark in accordance with the requirements in Section 1.06 of the RFP.

After the projects are completed, Landmark will assist the City in performing a Substantial Completion reviews of the two projects



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construction to identify defects or damage and make recommendations for repair or replacement. Landmark will assist the City in performing a Final Reviews of the two projects to verify the defective work or materials have been corrected. This will be documented as the Final Construction of each project and begin the 12-month Contractor Warranty Period. At approximately 11-months from the Final Construction Dates, Landmark will assist the City on a Warranty Reviews of the two finished projects prior to the release of the Contractor from the Warranty. Since it is anticipated that construction of the project will be completed in 2026, Landmark reserves the right to adjust the anticipated hourly rate and reimbursable expenses to current values at that time in the future. These services will be provided by Landmark in accordance with the requirements in Section 1.07 of the RFP.



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Executive Summary

Landmark EPC (Landmark) is a multi-disciplinary design and construction firm made up of Civil Engineers, Urban Planners, Landscape Architects, Land Surveyors, Geotechnical Engineers, Subsurface Utility Engineers, and Construction Managers that has served the Rocky Mountain States since 1969.

Landmark's design team of qualified professionals coupled with our extensive client base and project history provides us with the experience necessary to complete your projects successfully. With a staff of 20 professionals representing nine disciplines, we are available to meet the needs of your projects. In addition, our highly experienced support staff allows us to fully explore the opportunities and constraints surrounding a project and enable us to meet the demands of each project. To the development industry, "time is money", so we at Landmark value our client's needs believing success lies in our dedication to service, commitment to design excellence, open door communication, and maintaining a wide range of technical expertise to deliver a project on time and within budget.

Landmark's rigorous attention to detail coupled with our strong understanding of the delicate interrelationship between development, community, and the physical/natural environment is the foundation of our practice. Landmark seeks to strike a sensitive balance between creativity and livability with every project. These dynamic design process results are projects that are uniquely suited to the client, the community, and the environment.

Philosophy

The cornerstone of Landmark's customer service philosophy is our dedication to open communication between the client and our team. We make it a point to engage with our clients early to cooperatively craft a communications plan customized for each client and project to ensure that our clients have access to timely information they need to make informed decisions. From things as simple as providing regular meetings between the project team and Client representatives, to reporting dashboards built upon Microsoft Teams, Landmark EPC is dedicated to ensuring our clients are fully informed.

If dedication to open communications is the cornerstone of the Landmark EPC philosophy, then the commitment to providing unified engineering and construction services is the capstone. Our team works shoulder-to-shoulder to ensure that each division provides focused services selected and assembled with project and client success in mind.



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Capabilities & Experience

Landmark EPC has almost every facet of this design-build project covered with our professional personnel. As a highly diversified, multi-disciplinary design and construction firm made up of Civil and Structural Engineers, Planners, Landscape Architects, Surveyors, Geotechnical Engineers, Subsurface Utility Engineers, and Construction Managers, we can handle all the major designs and locates necessary for this project under one roof.

Key Personnel- Licensing & Compliance Status

The Landmark EPC team leads that we have selected for this project have over 100 years of collective experience in bank stabilization and road design. Key Personnel resumes are included in this proposal. A list of these key team members is as follows:

Rod Harr, P.E. – Engineering Project Manager and Point of Contact: CO & WY (In Good Standing)

Jeff Olhausen, P.E. – Project Engineer: CO & WY (In Good Standing)

Jeff Van Horn, P.L.S. – Professional Land Surveyor: CO & VA (In Good Standing)

Guy (Skip) McIntosh – Subsurface Utility Engineering (SUE) Manager: CO (In Good Standing)

Larry Miller, P.G. – Geotechnical Manager: CO (In Good Standing)

Related Experience

**Wonderview Condominiums-* Jim Redman- (918) 630-2864- Sewer Main: Wonderview Condominiums Sewer Main consisting of approximately 1,300 L.F. of 8" sanitary sewer mains and 8 manholes west of Estes Park. This project also included the location of the existing service line locations. The project was funded by the State Revolving Fund (SRF). Design was for the period of 2017 to 2018. Services provided: Civil Engineering, Survey, Geotechnical Investigation, Materials Testing, etc.

**City of Greeley-* Justin Scholz- (970) 350-9826- Sanitary Sewer Replacement: From 2014 through 2016, Landmark completed the City of Greeley sewer relocation in 12th Ave., 13th Ave., and 15th Ave. to install 8" sewer main to replace existing 4" and 6" while keeping service. This project consisted of 680 L.F. of sewer main, eight new manholes on existing mains, and lowering two water mains that initially crossed. The sewer replacement used Landmark EPC's Survey Department to provide topographic surveys, the Geotechnical Department to provide Geotechnical Investigations and utility locates, and the Civil Engineering Department to provide the design. Services provided: Civil Engineering, Survey, Geotechnical Investigation, Utility Locates/SUE, etc.

5th Street and Ute Ave - \$193,283

TASK	DESCRIPTION	QUANTITY	RATE	TOTAL
Kick Off Meeting	Engineering Director	16 hrs	\$ 170.00	\$ 2,720.00
	Senior Civil Engineer II	16 hrs	\$ 137.00	\$ 2,192.00
	Hotel & Per Diem	2 ea	\$ 200.00	\$ 400.00
	Trucks	2 dy	\$ 144.00	\$ 288.00
				\$ 5,600.00
Site Survey & Easements	(2) Man Crew	40 hrs	\$ 150.00	\$ 6,000.00
	Hotel & Per Diem	10 ea	\$ 200.00	\$ 2,000.00
	Trucks	5 dy	\$ 144.00	\$ 720.00
	Senior Surveyor (+ Easements)	80 hrs	\$ 115.00	\$ 9,200.00
				\$ 17,920.00
Subsurface Utility Engineering	811 Locate Notifications	1 ea	\$ 95.00	\$ 95.00
	Subsurface Designating with Field Mapping	40 hrs	\$ 150.00	\$ 6,000.00
	Hotel & Per Diem	5 ea	\$ 200.00	\$ 1,000.00
	Trucks	5 dy	\$ 144.00	\$ 720.00
	Camera Truck (CCTV)	24 hrs	\$ 375.00	\$ 9,000.00
	Hotel & Per Diem (CCTV)	3 ea	\$ 200.00	\$ 600.00
				\$ 17,415.00
Study and Report Phase	Senior Civil Engineer II	80 hrs	\$ 137.00	\$ 10,960.00
	CADD Tech	80 hrs	\$ 80.00	\$ 6,400.00
	Senior Civil Engineer II (Presentation to City Staff)	16 hrs	\$ 137.00	\$ 2,192.00
	Hotel & Per Diem (Presentation to City Staff)	1 ea	\$ 200.00	\$ 200.00
	Trucks (Presentation to City Staff)	2 dy	\$ 144.00	\$ 288.00
	Staff Engineer (Study & Report- Bank Stabilization)	16 hrs	\$ 87.00	\$ 1,392.00
				\$ 21,432.00
Geotechnical	Geotechnical Manager	64 hrs	\$ 116.00	\$ 7,424.00
	Geotechnical Field Technician	32 hrs	\$ 79.00	\$ 2,528.00
	Drill Rig	500 mi	\$ 3.00	\$ 1,500.00
	Trucks	3 dy	\$ 144.00	\$ 432.00
	Hotel & Per Diem	6 ea	\$ 200.00	\$ 1,200.00
				\$ 13,084.00
Preliminary Design Phase	Senior Civil Engineer II	120 hrs	\$ 137.00	\$ 16,440.00
	CADD Tech	120 hrs	\$ 80.00	\$ 9,600.00
	Engineering Director	16 hrs	\$ 170.00	\$ 2,720.00
	Staff Engineer (Study & Report- Bank Stabilization)	16 hrs	\$ 87.00	\$ 1,392.00
	Senior Civil Engineer II (Presentation to City Staff)	16 hrs	\$ 137.00	\$ 2,192.00
	Hotel & Per Diem	1 ea	\$ 200.00	\$ 200.00
	Trucks	2 dy	\$ 144.00	\$ 288.00
				\$ 32,832.00
Final Design Phase	Senior Civil Engineer II	64 hrs	\$ 137.00	\$ 8,768.00
	CADD Tech	64 hrs	\$ 80.00	\$ 5,120.00
	Engineering Director	4 hrs	\$ 170.00	\$ 680.00
	Staff Engineer (Bank Stabilization)	8 hrs	\$ 87.00	\$ 696.00
	Senior Civil Engineer II (Presentations - 3 - to City Staff)	48 hrs	\$ 137.00	\$ 6,576.00
	Hotel & Per Diem (Presentations to City Staff)	3 ea	\$ 200.00	\$ 600.00
	Trucks (Presentations to City Staff)	6 dy	\$ 144.00	\$ 864.00
				\$ 23,304.00
Bidding/Proposal Phase	Senior Civil Engineer II	24 hrs	\$ 137.00	\$ 3,288.00
	Engineering Director	8 hrs	\$ 170.00	\$ 1,360.00
	Hotel & Per Diem (Meeting with City Staff)	1 ea	\$ 200.00	\$ 200.00
	Trucks (Meeting with City Staff)	2 dy	\$ 144.00	\$ 288.00
				\$ 5,136.00
Construction Phase	Senior Civil Engineer II	120 hrs	\$ 137.00	\$ 16,440.00
	Staff Engineer (Site Visits)	288 hrs	\$ 87.00	\$ 25,056.00
	Hotel & Per Diem	36 ea	\$ 200.00	\$ 7,200.00
	Trucks	36 dy	\$ 144.00	\$ 5,184.00

				\$ 53,880.00
Post Construction Phase	Senior Civil Engineer II (Site Walkthrough)	16 hrs	\$ 137.00	\$ 2,192.00
	Hotel & Per Diem	1 ea	\$ 200.00	\$ 200.00
	Trucks	2 dy	\$ 144.00	\$ 288.00
				\$ 2,680.00



EDUCATION

B.S. - Architectural/ Civil Engineering, University of Colorado, 1981

REGISTRATION

P.E. – Colorado and Wyoming

PROFESSIONAL AFFILIATIONS

American Institute of Steel Construction(AISC)

American Society of Civil Engineers(ASCE)

Colorado Association of Geotechnical Engineers(CAGE)

RODNEY A. HARR, P.E.

LEAD STRUCTURAL ENGINEER AND PROJECT MANAGER

PERSONAL PROFILE

Mr. Harr is a Lead Structural Engineer and Project Manager at Landmark. He also serves as a geotechnical & civil engineer for the company. His extensive background includes projects in both the public and private sectors, including both new, rehabilitation and remodel design work. His projects have ranged from bridges to residential to commercial. Mr. Harr's specific role on each project includes supervising the major structural design elements including: bridges, culverts, pump stations, and multi-story structures; civil engineering including: drainage, grading, utilities, and roads; geotechnical investigations including: boring locations, depth of borings, laboratory soils & rock analyses and sampling. He also provides independent public, commercial and residential inspections and evaluations.

PROJECT EXPERIENCE

THE RESERVE 2ND SUBDIVISION AT MARIANA BUTTE

Served as lead engineer and oversaw the civil engineering for the drainage, grading, utilities, bridge over Dry Creek, and roads for this Mariana Butte Subdivision which has been completed.

ROSSUM DRIVE AT MARIANA BUTTE

Served as lead engineer and oversaw the civil engineering for the drainage, grading, utilities, bridge over the Big Thompson River and the bridge over the Big Barnes Ditch, and road for new city arterial connecting 1st Street with Highway 34.

MOUNTAIN VIEW HIGH SCHOOL

Served as lead engineer and oversaw the civil engineering for the drainage, grading, utilities, bridge over the Farmers Irrigation Ditch at County Road 9E, and roads for this High School site

43RD STREET IMPROVEMENTS

Served as lead engineer and oversaw the civil engineering for the drainage, grading, bridge over the Loudon Ditch, and roadway improvements.

LOVELAND GOOD SAMARITAN VILLAGE

Served as lead engineer on the civil and structural design and analysis of the Health Care Addition, including grading, drainage, pavement design, as well as the structural steel columns and beams, masonry wall and veneer, glue-lam beams and concrete foundation elements



RODNEY A. HARR, P.E.

PROJECT EXPERIENCE

LOUISVILLE FIRE STATION NO.2

Served as lead engineer on civil and structural engineering for the five (5) bay addition and remodel. Provided the design for new foundation elements, floor beams, joists and slabs. Provided site grading and drainage plans, and supervised geotechnical investigation.

WESTERN AREA POWER ADMINISTRATION

Served as lead engineer on design and selection of prefabricated metal buildings. These ranged in size from 6,000 s.f. to 50,000 s.f. and included vehicle maintenance and storage areas, material storage, office space, break rooms, lunch rooms, hazardous material storage areas, and assembly areas. The buildings all had mezzanine spaces that required light to heavy storage capacities and varying head room requirements. Structural elements included foundations, steel columns and beams for both free standing and attached mezzanines, overhead cranes, steel studs, bar joist, composite decks and various metal, masonry and timber exterior and interior walls.

WESTERN AREA POWER ADMINISTRATION

Lead engineer on existing structure to add a mezzanine level for storage space. Problems encountered consisted of existing rigid frame members which reduced headroom to under five feet. Economical solution involved adding columns and modifying existing rigid frame members to obtain six foot minimum head room.

NUMEROUS RESIDENTIAL MODIFICATION

Served as lead engineer on removal or modifications to bearing walls and columns. Replacement of the elements consisted of new columns and beams, stronger beams, and adding microlams, flitch plates or structural sheathing to existing beams and walls.

NUMEROUS SUBDIVISIONS IN LOVELAND, GREELEY, FORT COLLINS, BERTHOUD, AND LARIMER COUNTY

Served as lead engineer and oversaw the civil engineering for the drainage, grading, utilities, and roads for several subdivisions either completed or currently under construction.

EDUCATION

B.S. - Architectural/ Civil Engineering, University of Colorado, 1981

REGISTRATION

P.E. – Colorado and Wyoming

PROFESSIONAL AFFILIATIONS

American Institute of Steel Construction(AISC)

American Society of Civil Engineers(ASCE)

Colorado Association of Geotechnical Engineers(CAGE)



EDUCATION

B.S. - Civil Engineering,
University of Wyoming,
1994

REGISTRATION

P.E. – Colorado and
Wyoming

PROFESSIONAL AFFILIATIONS

Eagle Scout- 1984

JEFF D. OLHAUSEN P.E.

CIVIL ENGINEER AND PROJECT MANAGER PERSONAL PROFILE

Mr. Olhausen is a Project Manager and Design Engineer for Landmark with more than ten years of design and construction experience on many civil, municipal, and land development engineering projects. Mr. Olhausen has also performed surveying work for Landmark / Hogan & Olhausen since 1979. He progressed from instrument man to party chief, working on land and construction surveys including boundary surveys, topographical surveys, horizontal and vertical aerial control, construction and subdivision staking for earthwork, drainage, roads, utilities, buildings, and other construction type projects. He has also worked in the firm's geotechnical department, gaining experience in the field and laboratory on soils sampling, testing, compaction, drill rig operations and on concrete testing.

PROJECT EXPERIENCE

MOUNTAIN VIEW HIGH SCHOOL

Served as project engineer for the design of acceleration, deceleration, and turn lanes on U.S. Highway 34 adjacent to the site; road design of a one way access into the site from Highway 34; and road design and widening of Larimer County Road 9 adjacent to the site connecting to Highway 34. Road designs included turn lane, taper and pavement design, intersection design, grading, signing, striping, and construction documents.

ROSSUM DRIVE

Served as project road designer from 1st Street to U.S. Highway 34. Work included grading, signing, striping, lane widening, and acceleration/deceleration and turn lane design, and also included intersection design for Rossum Drive at Highway 34.

NORTH BOISE AVENUE

Served as project engineer for North Boise Avenue adjacent to Boise Village PUD. Work included grading, signing and striping, pavement design, intersection design, drainage report, stormwater conveyance design for the removal of stormwater from existing subdivisions without stormwater facilities, 16" water main extension and construction documents.



JEFF D. OLHAUSEN P.E.

PROJECT EXPERIENCE

ASPEN KNOLLS SUBDIVISION

Served as project engineer for the preliminary road design of Taft Avenue and 28th Street. Work included widening Taft Avenue and 28th Street, turn lane and taper design, striping, grading, and intersection design.

WILDEWOOD SUBDIVISION AT THE POWDERHORN SKI AREA

Project representative for the subdivision. Project representation included installation inspection of sanitary and storm sewer, water main, utilities, and road construction; writing daily logs of work performed, review and approve pay requests, document record drawings. Project work also included: Survey (staking roads, water main, sanitary and storm sewer, utilities, and property corners); Geotechnical (collecting various soil samples from the site for proctors, compaction testing of utility trenches and roads); and, on site engineering (adjusting approved road grades to fit onsite needs, design of super elevations, re-engineering previously designed layouts of parking areas and roads, final storm drainage locations and elevations).

WERNIMONT REGIONAL DETENTION PONDS

Served as project engineer for the design of the City of Loveland Wernimont Regional Detention Ponds. Work included grading, pond and channel design, soils evaluations, inlet and outlet structures, overflow spillways, storm sewer design, permanent and temporary erosion control facilities, cutoff walls, cutoff trench and subdrain, certified record drawings of the site including asbuilt stage/storage calculations of the ponds, wetland mitigation, and working with the Corp of Engineers.

EDUCATION

B.S. - Civil Engineering,
University of Wyoming,
1994

REGISTRATION

P.E. – Colorado and
Wyoming

PROFESSIONAL AFFILIATIONS

Eagle Scout- 1984



JEFF L. VAN HORN P.L.S.

PROFESSIONAL LAND SURVEYOR

PERSONAL PROFILE

Mr. Van Horn is a Professional Land Surveyor in the State of Colorado. He manages the Survey Department for Landmark. His 25 years of surveying includes work in eight different states. Jeffrey also has expertise in areas such as Boundary survey, ALTA surveys, Topographic surveys, Geodetic, Oil and gas, and industrial surveying. He currently holds licenses in West Virginia and Colorado and two college degrees in Computer aided drafting and design and in Math and Physics.

PROJECT EXPERIENCE

Diamond pipeline – 500-mile pipeline constructed in 2016
Duties included as-built of pipe, Construction layout of clearing and pipe route

Pipeline – 2014-2016 work in 5 states on several pipeline projects
Duties included As-built of pipe, route surveys, pipe line construction layout, and pipe tally

Agrium Borger Nitrogen Operations. Construction layout of new plant operations.
Duties include Pipe layout, as-builts, railroad layout, Head crew chief in charge of 5 crews

Thompson School district - completed five Topographic surveys for the district
Completed five topographic surveys for improvement to schools.

Estes Park Housing Authority -ALTA/NSPS Survey
Perform survey of the construction of a multi-unit facility for Estes Park.

South Village, Loveland, Colorado - ALTA/NSPS Survey
Topographic survey for new subdivision of homes and commercial spaces

EDUCATION

ITT Tech. A.S. In
Computer Aided Drafting
and Design

Hillsborough Community
College, A.A. In Math and
Physics

REGISTRATION

P.L.S – Colorado

PROFESSIONAL AFFILIATIONS



GUY "SKIP" MCINTOSH

PROFESSIONAL SUE PERSONAL PROFILE

Mr. McIntosh is a highly regarded expert in the subsurface utility engineering profession. With over thirty-four years-experience including underground utility locating services, and underground utility construction, Skip's limitless energy, extensive experience, knowledge, and ultra-modern equipment makes Landmark SUE Services LLC. an industry leader. His vast background includes co-owning and operating Kelly Cable Corp, a large national utility excavating company. In addition, Skip co-owned and managed Safe Site Inc, a Colorado-based subsurface utility engineering and underground locating company sold in 2013 to the nation's largest locating company.

SUE PROJECT EXPERIENCE

- CDOT: SH 9 South of Kremmling
- CDPHE: 313 Elm St
- Century Link: 3254 N Navajo St
- Collins Control: 6351 Cottonwood Shores
- SEH: Alameda and Chambers

ACCOMPLISMENTS

·June 1999, Rodney Slater, Secretary of the U.S. Department of Transportation, Nationally recognized and honored Guy McIntosh for his efforts in keeping America safe through pipeline damage prevention.

·He is nationally recognized as an expert in the field of underground locating.

·Office of Pipeline Damage Prevention National Committee Member. Responsible for determining the root cause of damages to pipelines and other utilities.

·Board of Directors for the National Utility Locating Contractors Association.

Positions held in NULCA (1995-Present): Security, Treasure, Vice President, President, Chaired the committee that developed/wrote Locating Training Standards and Practices.

·National Committee Commissioned by Office of Pipeline Safety to develop and write "Best Practices for Pipeline Damage Prevention."

·Selected to the Linking Team to represent the Locating Industry National Common Ground Alliance Committee.

·Past Current Co-Chair of the CGA International Best Practice Committee.

·Responsibilities: identify best practices for the prevention of damages to underground facilities.



EDUCATION

B.S. – Geology, Fort Lewis College, 1983.

PROFESSIONAL AFFILIATIONS

NICET certification

Professional Geologist for the State of Colorado

LARRY A. MILLER

GEOLOGIST, MATERIALS TESTING LABORATORY MANAGER

PERSONAL PROFILE

Mr. Miller is a Professional Geologist in the State of Colorado. He manages the Geotechnical and Materials Testing Department for Landmark. His extensive background in materials testing has included quality control inspections on airports, public and municipal office buildings, shopping malls, petroleum plants, subdivision and street projects where testing of soils, asphalt and concrete was performed on a daily basis. Geotechnical duties include field logging for subsurface soil investigations, overseeing all laboratory tests, and compiling comprehensive geotechnical reports. He also performs Geologic Hazard studies to aid in site assessment evaluation and performs open hole inspections to verify soil conditions prior to placement of foundations.

PROJECT EXPERIENCE

THOMPSON VALLEY SCHOOL DISTRICT - NEW MIDDLE SCHOOL, LOVELAND, COLORADO

Performed both preliminary and final Geotechnical Soils Investigation to determine foundation options along with slab recommendations and other construction concerns. Additionally, performed both rigid and flexible pavement thickness option for all streets adjacent to and within the project.

ROCKY MOUNTAIN OUTLET MALL, LOVELAND, COLORADO

Performed Geotechnical Investigation for all phases of construction. Report included foundation and slab recommendations, water table concerns, lateral earth pressures and pavement thickness design options.

WELD COUNTY SCHOOL DISTRICT SIX - SCHOOL ADDITIONS, GREELEY, COLORADO

Served as head geologist on the Geotechnical Soils Investigations for three school additions. Duties included logging all soil borings, coordination of test data and compiling soils report. Was also responsible for open hole excavation inspections and materials testing for soil compaction and compressive strength testing of concrete.

ALBERTSON'S SUPERMARKET, FORT COLLINS, COLORADO

Performed all drilling and soil logging for 60,000 s.f. shopping center. Compiled soils report with foundations recommendations, and pavement thickness design options. Also supervised all material testing of soils, concrete and asphalt during the construction phase of the project.



Loveland: 970-667-6286
Toll Free: 1-866-379-6252

5803 Lockheed Ave
Loveland, CO, 80538
www.landmarkepc.com

Date: 08/26/2022

Client Information

Project Data

Scope

For Proposal Use

Type of Fee

Prices quoted above will expire 30 days from the date listed if not signed and returned in that time.

Terms and Conditions

GENERAL: This instrument constitutes an offer to perform services when signed by an authorized representative of LANDMARK and delivered to CLIENT. This instrument shall become an enforceable AGREEMENT when CLIENT has either (i) returned a signed copy to LANDMARK; or (ii) begun paying LANDMARK pursuant to the terms herein. If CLIENT makes any unilateral modifications or alterations to this instrument, such shall *not* become part of the AGREEMENT and shall *not* be enforceable unless and until initialed by LANDMARK, nor will the scope of LANDMARK'S services be reduced without written mutual agreement. Where PROJECT scope is expanded by CLIENT, or if changes in anticipated scope of PROJECT become apparent, LANDMARK will inform CLIENT so that changes in LANDMARK'S scope and fee can be adjusted accordingly. CLIENT shall not assign this AGREEMENT without the written consent of LANDMARK. This AGREEMENT shall extend to and be binding upon the respective heirs, personal representatives, successors, and assigns of the parties.

FEE: Excepting fixed fee agreements, CLIENT understands the quoted fee to be merely an estimate. LANDMARK shall not normally exceed estimated fees by more than twenty percent without CLIENT'S written approval. Services performed on an hourly basis will normally be charged at employee hourly rates current when the service is rendered or at hourly rates based on the type of services being performed. Reimbursable expenses shall be added to all fee types, including fixed fees, based on actual expenses times 1.15 or based on established charges where applicable, such as for reproduction, mileage, and special equipment.

PAYMENTS: Any invoice *not* challenged within **14 days** from invoice date shall be considered reviewed and accepted by CLIENT. LANDMARK may bill CLIENT biweekly as work progresses. Payments are due in full at LANDMARK within thirty (30) days of the invoice date. Amounts unpaid after 30 days shall be in default and shall accrue interest of one and one-half percent (1-1/2%) per month, applied to the unpaid balance, dating from the invoice date. Interest will be compounded monthly. Payments on accounts in default shall be first applied to interest owed. If outstanding amounts are not paid within 60 days of invoice date, LANDMARK may terminate service without waiving any claim or right against CLIENT, and without liability whatsoever to the CLIENT. Materials and information relating to such services will not be released. LANDMARK will not be responsible for any penalty, damage, or hardship that may result from such termination of services. LANDMARK reserves the right to file lien(s) against the PROJECT and seek collection of all



unpaid invoices by any legal action deemed appropriate. Lien/collection expenses, including all costs, expenses and attorney fees, LANDMARK'S personnel time, and all service fees incurred by LANDMARK shall be added to accounts in default and paid by CLIENT. Retainers shall be credited on the final invoice.

RETAINER: If applicable, retainers are due prior to the commencement of any work. Retainers will be held by LANDMARK and applied at the end of the project on the final invoice unless otherwise specified.

STANDARD OF CARE/PRACTICE: LANDMARK'S services under this AGREEMENT will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances in the vicinity of the PROJECT. LANDMARK shall put forth reasonable professional efforts to comply with codes, regulations and laws in effect at the time of this Agreement. No other warranties, express or implied, are made. LANDMARK shall not sign any documents, no matter by whom requested, that require LANDMARK to certify, guarantee or warrant the existence of conditions whose existence LANDMARK cannot ascertain. CLIENT agrees not to make resolution of any dispute with LANDMARK or payment of any amount due LANDMARK contingent upon LANDMARK'S signing such certifications.

INSURANCE: LANDMARK will ordinarily maintain insurance coverages for: (a) Statutory Workman's Compensation; (b) Bodily Injury and Property Damage for General Liability; (c) Bodily Injury and Property Damage for Automobile Liability; and (d) Professional Liability Coverage. Certificates of insurance are available upon request. If CLIENT requires coverage limits in excess of those maintained by LANDMARK or if CLIENT requires additional coverages, CLIENT shall pay all costs and premiums associated with same.

LIMITATIONS ON LIABILITY: In recognition of the relative risks, rewards and benefits of the PROJECT to both CLIENT and LANDMARK, CLIENT agrees that, to the fullest extent permitted by law, LANDMARK'S total liability to CLIENT for all injuries, claims, losses, expenses, damages or claim expenses (including costs, attorney fees and interest) arising from or caused by LANDMARK'S services for the PROJECT shall not exceed \$50,000.00. Such causes include, but are not limited to, LANDMARK'S negligence, errors, omissions, strict liability, breach of contract, contribution and indemnity. In the event of a dispute, CLIENT agrees to make claim against LANDMARK as a corporate entity only and not against any individual, employee, owner, officer, director or agent of LANDMARK (collectively, "INDIVIDUALS"). LANDMARK and CLIENT also waive claims against each other for consequential damages arising out of or relating to the services provided pursuant to this AGREEMENT. This mutual waiver includes claims for losses of use, rent, income, profit, financing, business, and reputation, for delay damages, including but not limited to, increased construction and financing costs, loss of management and labor productivity and lost opportunity to complete other projects. This waiver extends, without limitation, to all consequential damages due to either party's termination under this AGREEMENT. INDIVIDUALS shall be deemed intended third party beneficiaries of these Limitations on Liability, shall have standing to enforce this AGREEMENT and shall be awarded all costs, expenses and attorney fees incurred in defending claims asserted against them. LANDMARK'S services pursuant to this AGREEMENT are solely for the benefit of CLIENT. Except as outlined in this section, neither party intends to confer a benefit on any other person or entity. To the extent that any other person or entity claims a benefit from LANDMARK'S services, the parties deem such benefit to be purely incidental and such person or entity shall not be deemed an intended third-party beneficiary of this AGREEMENT, nor shall such person or entity have any rights to bring claims against LANDMARK pursuant to this AGREEMENT.

JOBSITE ACTIVITIES: CLIENT agrees that the general contractor is solely responsible for jobsite safety and for health and safety precautions required by regulatory agencies; likewise, the general contractor is solely responsible for construction means, methods, sequences, schedules, techniques and procedures necessary for performing, supervising and coordinating the work of construction in accordance with the contract documents. LANDMARK has no authority to direct or control the general contractor's jobsite activities, and shall have no liability for these jobsite activities. Accordingly, CLIENT shall i) make these jobsite activities obligations of the general contractor in CLIENT'S agreement with the general contractor; ii) require the general contractor to indemnify CLIENT, LANDMARK and LANDMARK'S consultants against claims arising from the general contractor's jobsite activities; and iii) require the general contractor to name LANDMARK and LANDMARK'S consultants as additional insured under the general contractor's general liability insurance policy.

ACCESS: LANDMARK shall have access to the PROJECT site to perform its services. LANDMARK will take precautions to minimize damage due to its activities, but shall not be responsible for the correction or repair of any damage, unless specified in writing as part of this AGREEMENT.

TIME LINES OF PERFORMANCE: LANDMARK will perform its services with due and reasonable diligence consistent with sound professional practices. This AGREEMENT is based on an orderly and continuous progression of the PROJECT. The schedule is based upon a reasonable estimate of time to perform the services and does not include allowances for review or approval time by CLIENT and others.

TERMINATION: Either CLIENT or LANDMARK may terminate this AGREEMENT at any time, with or without cause, upon giving the other party ten (10) calendar days prior written notice. If CLIENT terminates LANDMARK, then in addition to paying all outstanding amounts due, CLIENT shall reimburse LANDMARK for all expenses it reasonably incurs in connection with termination, up to and including but not limited to, demobilization, reassignment of personnel, and space and equipment costs. The sum of all termination charges shall become due and payable immediately.

OWNERSHIP OF INSTRUMENTS OF SERVICE/COPYRIGHT: All reports, plans, specifications, field data, notes and other documents, including all documents on electronic media, prepared by LANDMARK are instruments of its service and shall remain the property of LANDMARK, and may not be used by CLIENT for any other endeavor without the written consent of LANDMARK.

JURISDICTION: This AGREEMENT shall be governed by and construed in accordance with the laws of the State of Colorado. Any claim or dispute arising out of this AGREEMENT shall be brought in the Courts of Larimer County, State of Colorado.



Loveland: 970-667-6286 5803 Lockheed Ave
Toll Free: 1-866-379-6252 Loveland, CO, 80538
www.landmarkepc.com

Services shall not commence until CLIENT returns signed AGREEMENT to LANDMARK'S office.

Client Signature: _____ **Date:** _____

(Person Responsible For Payment or Authorized Agent)

Landmark Signature: _____ **Date:** _____

Office Use Only

Reviewer: Craig Spaulding

Project: 5th Street and Ute Avenue Improvements

	KLJ			Landmark		
	Score (0-10)		Weighted Score	Score (0-10)		Weighted Score
Technical Expertise	10	0.2	2	10	0.2	2
Previous Experience on Project Similar in Scope	10	0.3	3	10	0.3	3
Completeness and Accuracy of Proposal	10	0.15	1.5	9	0.15	1.35
Project Approach	10	0.2	2	9	0.2	1.8
Proposal Cost	4.524687	0.15	0.678703	10	0.15	1.5
Score			92%			97%

Reviewer: Patrick Waller

Project: 5th Street and Ute Avenue Improvements

	KLJ			Landmark		
	Score (0-10)		Weighted Score	Score (0-10)		Weighted Score
Technical Expertise	10	0.2	2	10	0.2	2
Previous Experience on Project Similar in Scope	10	0.3	3	10	0.3	3
Completeness and Accuracy of Proposal	10	0.15	1.5	10	0.15	1.5
Project Approach	9	0.2	1.8	8	0.2	1.6
Proposal Cost	4.524687	0.15	0.678703	10	0.15	1.5
Score			90%			96%

Reviewer: Brian Prunty

Project: 5th Street and Ute Avenue Improvements

	KLJ			Landmark		
	Score (0-10)		Weighted Score	Score (0-10)		Weighted Score
Technical Expertise	10	0.2	2	10	0.2	2
Previous Experience on Project Similar in Scope	10	0.3	3	10	0.3	3
Completeness and Accuracy of Proposal	10	0.15	1.5	9	0.15	1.35
Project Approach	10	0.2	2	10	0.2	2
Proposal Cost	4.524687	0.15	0.678703	10	0.15	1.5
Score			92%			99%

Summary

KLJ Score	91%
Landmark Score	97%

PUBLIC WORKS



TO: Brian Prunty
FROM: Craig Spaulding
DATE: September 1, 2022
RE: Ute and 5th Avenue Design

The purpose of the following memo is to provide recommendation of award for design services on the Ute and 5th Street project and request purchase orders for Professional Services in the amount of \$193,283.00.

Aged sewer manholes and waterlines adjacent to the Long Term Care Center have made the utilities in this area a priority in the recent master plans. These streets are also included in the streets CIP and maintenance plan. The project will rebuild a failed road, install new waterline, replace old sewer manholes, and provide continuous ADA sidewalk path. The design is planned to take place from 2022-2023 which includes review of CCTV footage provided by COR in 2023. There will likely be a sanitary sewer rehabilitation project in 2024 and the waterline and road work in 5th and Ute will take place in 2025.

Proposals were requested publicly and received from two firms. Bids were evaluated using criteria set forth in the RFP and it was determined that the successful bidder was Landmark EPC.



CITY OF RIFLE
202 RAILROAD AVENUE • P.O. BOX 1908 • RIFLE, CO 81650
WWW.RIFLECO.ORG



**CITY OF RIFLE
PURCHASE REQUEST**

1.	Vendor Name	NEW: W-9 attached ☐
	Landmark EPC, LLC	

2.	Vendor Address
	5803 Lockheed Ave
	Loveland, CO 80538

3.	For the Purchase of (description)
	Design and Management Services for
	Ute and 5th Street Improvements

4.	Amount Requested	Amount Budgeted	Finance Director Verified Funds Avail.
	\$194,000	\$110,000	

5.	Dept. Name	General Ledger Acct #
	Public Works	201-4313-400-734

6.	Type of Purchase
	Capital Construction
	Capital Construction – Change Order
	Capital Equipment
	Plant Equipment
	Materials, supplies, non-profession/technical services (includes computer/software maint.)
x	Professional Services
	Utilities (includes equipment installation)
	Land, easements, ROW

7.	Purchasing Process Required
	Cooperative Purchasing
	Open Market
	Comparative Pricing
x	Request for Proposal (attach bid tab)
	Formal Bid (attach bid tab and advertisement)
	Single Source (attach an explanation)

8.	Authorization Required
	City Manager
	City Council

9.	Signatures		
	Position	Signature	Date
	Department Director		
	City Manager		
	City Council Approval (meeting date)		
10.	Purchase Order # assigned by Finance		

General summary of purchasing ordinance (Section 4, Art. III)

TYPE OF CONTRACT	ESTIMATED AMOUNT	PROCESS	Purchase Order? Purchase Request?	CITY COUNCIL APPROVAL REQUIRED?
Capital Construction	< \$5,000	Open Market (informal evaluation by purchasing agent)	> \$5,000 - PO	Yes if over \$20,000 or for any amount from Capital Fund.
	\$5,000-\$20,000	Comparative Pricing (solicit quotes from 3) vendors/suppliers)	Purchase Request	
	\$20,001-\$100,000	Competitive Bid (see Code Sec 4-3-40)		
	> \$100,000	Bonded Competitive Bid		
Capital Construction Change orders	< = 10% of approved contract	When total change orders to date are < 10% - Dept Head or City Manager Approval	Purchase Request	Yes if total change orders to date are greater than 10%
	> 10% of approved contract			
Capital Equipment	< \$5,000	Open Market (informal evaluation by purchasing agent)	> \$5,000 - PO	Yes if over \$20,000 or for any amount from Capital Fund.
	\$5,000-\$20,000	Comparative Pricing (solicit quotes from 3 vendors/suppliers)	Purchase Request	
	> \$20,000	Competitive Bid (see Code Sec 4-3-40)		
Plant Equipment Replacement (purchases necessary for replacement of existing equipment that is component part of any water, wastewater, or physical plant)	< \$7,500	Open Market (informal evaluation by purchasing agent)	> \$5,000 - PO >= \$5,000 - Purchase Request	Yes if over \$75,000
	\$7,500-\$75,000	Comparative Pricing (solicit quotes from 3 vendors/suppliers)	Purchase Request	
	>\$75,000	Competitive Bid (see Code Sec 4-3-40)		
Materials, Supplies, Non- Professional Services and Technical Services (including software/hardware maintenance technical services)	< \$10,000	Open Market (informal evaluation by purchasing agent)	> \$5,000 - PO >= \$5,000 - Purchase Request	Yes if over \$20,000
	>\$10,000	Comparative Pricing (solicit quotes from 3 vendors/suppliers)	Purchase Request	
Professional Services (note- process for appointed positions such as auditor, attorney, engineer, or municipal judge to be determined by Council)	< \$25,000	Open Market (informal evaluation by purchasing agent)	All - Purchase Request	Yes if anticipated to exceed \$25,000 per year to a single vendor
	> = \$25,000	Written requests for written proposals must be sent to at least 3 firms or individuals		
Utilities including installation of equipment (purchases to secure utility services such as natural gas, electricity, local telephone, water, or sewer)	any amount	Single Source (negotiations, where appropriate, after good faith determination that only one viable source exists in relevant supply area - keep records for one year)	> \$5,000 - PO >= \$5,000 - Purchase Request	No
Real Property Interest (including easements and rights of way)	any amount	Single Source (see above)	> \$5,000 - PO >= \$5,000 - Purchase Request	Yes if over \$5,000.



Agenda Item #8.i.

Agenda Item Name:

Consider Approval for the Purchase of a Bobcat Track-Steer

Presenter:

Brian Prunty, Public Works Director

Item Description:

Purchase of a new Bobcat track-steer to serve as the primary skid steer loader

Recommended Action:

Move to approve the purchase of a new Bobcat track-steer loader from Bobcat of the Rockies in the amount of \$83,385.00

Fiscal Impact:

More efficiency resulting in less down time and less fuel consumption

Operational Impact:

Acquisition of a updated, reliable skid steer, resulting in more work efficiency and capability for emergency response.

Prior Board Motions:

N/A

Background Information:

Our current Bobcat track-steer at 13 years old has reached the end of it reliable life. This is a vital piece of equipment to our operations and it is relied on throughout the year. Bobcat has been an effective partner with Operations and Maintenance.

Executive Summary:

While there are many good options for track-steers these days, Bobcat is one of the finest. They set the standard over 40 years ago. Bobcat of the Rockies has been responsive during this process and provided us with an outstanding warranty - 5 year or 2000 hours. Notably this warranty covers virtually everything; it is a true from-the-cutting-edge of the bucket to the counter weight warranty, excepting of course the common wear items. The others simply did not match that.

Key to this selection was familiarity and our experience with Bobcat. Once it reaches us, it can go immediately into safe and efficient service.

Notification Requirements:

N/A

Prepared By:

Brian Prunty, Public Works Director

Attachments:

1. Memo - TKlein re Purchase Request for 2022 Bobcat Loader_bgp
2. Rifle T770 Sourcewell 8-22



TO: Tommy Klein, City Manager
FROM: Brian Prunty
CC: Scott Rust, Finance Director
DATE: September 1, 2022
RE: Purchase of Track-steer loader

This is a request for authorization and expenditure for a new 2022 Track-steer loader. This purchase would replace our existing Bobcat track-steer loader as our primary track-steer loader. Our current 2009 Bobcat loader has performed well over its life with the city, however given its age and condition, it can no longer provide the reliability that is demanded. Given that it still has re-sale value, it can be considered in a possible auction scenario, or as a trading resource, or for possible scaled down use for my department or one of the other departments i.e., Utilities or Parks. At any rate, to keep it for city use would be a reasonable option.

Per our purchasing ordinance for Capital Purchase, we received five quotes from competing vendors. All are based on **Sourcewell** procurement criteria. They are summarized in the following:

- 1) 2022 John Deere Track-steer Loader Honnen Equipment Co.
Model: 331G Quote: \$85,368
- 2) 2022 Caterpillar Track Steer Loader Wagner Equipment Co.
Model: 299D3 Quote: \$94,315
- 3) 2022 Bobcat Track Steer Loader Bobcat of the Rockies
Model: T770 Quote: \$83,385
- 4) 2022 John Deere Track Steer Loader Potestio Bros. Equipment
Model: 331G Compact Quote: \$76,517
- 5) 2022 Case Track Steer Loader Century Equipment
Model: TV450B Quote: \$91,921



Memo to Tommy Klein
September 1, 2022

All the manufacturers who quoted build excellent loaders, but John Deere (Honnen) and Bobcat vendors offered great warranties (4 yrs. plus) while the others offered only 2-year warranties. Our selection process was able to assume a simple comparative model since **Sourcewell** provides a formal bidding consideration. Staff was careful in considering the conformance to bid advertisement, along with warranty added value, and price.

Sourcewell is an excellent resource for us because they vet all the vendors and press for bid contracts with them which utilize state cooperative purchasing bids. The Bid package was released for advertisement on BidNet Direct. Colton and staff utilized their collective experience and knowledge in evaluating this type of equipment as to its durability and operation, experience with these vendors, and quality of the machines offered, to decide which loader was best. Another factor which made the choice easier was the familiarity with the equipment. There is a great level of comfort and familiarity with our choice, Bobcat.

We have budgeted \$85,000 in our Equipment budget (610-4900-400-742). We ask for your approval of \$83,385 for this purchase. Attached are the bid specifications, Colton Secary's memo to me, the quote from Bobcat of the Rockies, and the Purchase Request.

Attachments.

BGP



TO: BRIAN PRUNTY
FROM: COLTON SECARY
CC: EDWARD MEZA
DATE: AUGUST 29, 2022
RE: REPLACEMENT FOR COMPACT TRACK LOADER

Having heavy equipment in reliable, good working order is essential to our operation at the City of Rifle, Operations and Maintenance department. Snow removal, water main breaks, emergency responses and simple day to day operations, these machines must operate as intended. At 13 years old, our current skid steer is beginning to show its age, and it is my recommendation that this machine be replaced. The improvements made contributing to work production and safety are undeniable. I have talked to various manufactures, given specs for what this replacement should look like, and received five prices from competing vendors.

Bobcat of the Rockies submitted a quote for a 2022, T770 Compact Track Loader. At \$83,3895, it is the lowest bid that meets all specifications, and comes with a full 5-year or 2000-hour warranty. This is my recommendation. I am very familiar with Bobcat machines, and they have always been reliable. Continuity of brand keeps things simple for my crew and our Fleet department.

Colton Secary
Operations and Maintenance Supervisor
970-665-6476
csecary@rifleco.org





July 5, 2022

TO: Vendors and Prospective Bidders for City Of Rifle Equipment
FROM: Colton Secary, Operations and Maintenance Supervisor
SUBJECT: Specifications for Compact Track Loader

Equipment shall conform to the following:

1. Dimensions
 - a. Not more than 80 inches wide
 - b. Hinge pin height of 130 inches or more
 - c. Operating weight of less than 12,000 lbs
2. Capability
 - a. Rated and 90 horsepower or more
 - b. High flow hydraulic option
 - c. Hydraulic bucket positioning option - (return to dig/auto level)
 - d. Vertical lift geometry
 - e. Two-speed drivetrain
 - f. Cold start package
 - g. Auxiliary hydraulics for attachments
3. Cab and Controls
 - a. Enclosed cab
 - b. Cab heat and air conditioning
 - c. Ride control
 - d. Power attachment lock switch
 - e. Rear camera
 - f. Radio W/ Bluetooth capability
 - g. Selectable joystick controls
4. Miscellaneous
 - a. Shop technician and parts manual with wiring schematics
 - b. Warranty



**CITY OF RIFLE
PURCHASE REQUEST**

1.	Vendor Name	NEW: W-9 attached ☐
	Bobcat of the Rockies	

2.	Vendor Address
	3184 Hall Ave.
	Grand Junction, CO 81504

3.	For the Purchase of (description)
	2022 Bobcat Track-steer
	Model T770 Loader

4.	Amount Requested	Amount Budgeted	Finance Director Verified Funds Avail.
	\$83,385.00	\$85,000	

5.	Dept. Name	General Ledger Acct #
	Public Works	610-4900-400-742

6.	Type of Purchase
	Capital Construction
	Capital Construction – Change Order
	x Capital Equipment
	Plant Equipment
	Materials, supplies, non-profession/technical services (includes computer/software maint.)
	Professional Services
	Utilities (includes equipment installation)
	Land, easements, ROW

7.	Purchasing Process Required
	Cooperative Purchasing
	Open Market
	Comparative Pricing
	Request for Proposal (attach bid tab)
	x Formal Bid (attach bid tab and advertisement) (Sourcewell Procurement)
	Single Source (attach an explanation)

8.	Authorization Required
	x City Manager
	x City Council

9.	Signatures		
	Position	Signature	Date
	Department Director	<i>Brian Prunty</i>	9/1/2022
	City Manager		
	City Council Approval (meeting date)		
10.	Purchase Order # assigned by Finance		

General summary of purchasing ordinance (Section 4, Art. III)

TYPE OF CONTRACT	ESTIMATED AMOUNT	PROCESS	Purchase Order? Purchase Request?	CITY COUNCIL APPROVAL REQUIRED?
Capital Construction	< \$5,000	Open Market (informal evaluation by purchasing agent)	> \$5,000 - PO	Yes if over \$20,000 or for any amount from Capital Fund.
	\$5,000-\$20,000	Comparative Pricing (solicit quotes from 3) vendors/suppliers)	Purchase Request	
	\$20,001-\$100,000	Competitive Bid (see Code Sec 4-3-40)		
	> \$100,000	Bonded Competitive Bid		
Capital Construction Change orders	< = 10% of approved contract	When total change orders to date are < 10% - Dept Head or City Manager Approval	Purchase Request	Yes if total change orders to date are greater than 10%
	> 10% of approved contract			
Capital Equipment	< \$5,000	Open Market (informal evaluation by purchasing agent)	> \$5,000 - PO	Yes if over \$20,000 or for any amount from Capital Fund.
	\$5,000-\$20,000	Comparative Pricing (solicit quotes from 3 vendors/suppliers)	Purchase Request	
	> \$20,000	Competitive Bid (see Code Sec 4-3-40)		
Plant Equipment Replacement (purchases necessary for replacement of existing equipment that is component part of any water, wastewater, or physical plant)	< \$7,500	Open Market (informal evaluation by purchasing agent)	> \$5,000 - PO >= \$5,000 - Purchase Request	Yes if over \$75,000
	\$7,500-\$75,000	Comparative Pricing (solicit quotes from 3 vendors/suppliers)	Purchase Request	
	>\$75,000	Competitive Bid (see Code Sec 4-3-40)		
Materials, Supplies, Non- Professional Services and Technical Services (including software/hardware maintenance technical services)	< \$10,000	Open Market (informal evaluation by purchasing agent)	> \$5,000 - PO >= \$5,000 - Purchase Request	Yes if over \$20,000
	>\$10,000	Comparative Pricing (solicit quotes from 3 vendors/suppliers)	Purchase Request	
Professional Services (note- process for appointed positions such as auditor, attorney, engineer, or municipal judge to be determined by Council)	< \$25,000	Open Market (informal evaluation by purchasing agent)	All - Purchase Request	Yes if anticipated to exceed \$25,000 per year to a single vendor
	> = \$25,000	Written requests for written proposals must be sent to at least 3 firms or individuals		
Utilities including installation of equipment (purchases to secure utility services such as natural gas, electricity, local telephone, water, or sewer)	any amount	Single Source (negotiations, where appropriate, after good faith determination that only one viable source exists in relevant supply area - keep records for one year)	> \$5,000 - PO >= \$5,000 - Purchase Request	No
Real Property Interest (including easements and rights of way)	any amount	Single Source (see above)	> \$5,000 - PO >= \$5,000 - Purchase Request	Yes if over \$5,000.



Product Quotation

Quotation Number: 3483E035487

Date: 2022-08-29 14:45:57

Ship to	Bobcat Dealer	Bill To
City of Rifle	Bobcat of the Rockies	City of Rifle
Attn: Colton Secary	Grand Junction, CO	Attn: Colton Secary
	Contact: Mark Buchanan	
Rifle, CO 81650	Phone: (970) 434-0647	Rifle, CO 81650
Phone: (970) 456-6701	Fax: (970) 434-9373	Phone: (970) 456-6701
Email: csecary@rifleco.org	Cellular: (970) 985-6260	
	Email: mbuchanan@bobcatoftherockies.com	

Description	Part No	Qty	Price Ea.	Total
T770 T4 Bobcat Compact Track Loader	M0285	1	\$78,851.00	\$78,851.00
Factory Installed P69 Performance Package	M0285-P06-P69	1	\$7,456.00	\$7,456.00
Power Bob-Tach	Hydraulic Bucket Positioning			
7-Pin Attachment Control Kit	Automatic Ride Control			
High Flow	Reversing Fan			
2-Speed				
C37 Comfort Package	M0285-P07-C37	1	\$6,435.00	\$6,435.00
Enclosed Cab with AC/Heat	Deluxe Instrument Panel with Keyless Start			
Sound Reduction	Radio			
Cab Accessories Package	Heated Cloth Air Ride Suspension Seat			
Selectable Joystick Controls (SJC)	M0285-R01-C04	1	\$945.00	\$945.00
Attachments 80" Severe Duty Bucket	7326129	1	\$2,443.00	\$2,443.00
--- Bolt-On Cutting Edge, 80"	6718008	1	\$327.00	\$327.00
Description	Part No	Qty	Price Ea.	Total
Rear Camera		1	\$475.00	\$475.00
Parts Manual		1	\$150.00	\$150.00
Service Manual		1	\$150.00	\$150.00
Bluetooth Radio		1	\$665.00	\$665.00
60 Month Protection Plus (2,000 Hour) Full Machine	9986213	1	\$2,200.00	\$2,200.00

Total of Items Quoted	\$100,097.00
Dealer P.D.I.	\$1,800.00
Freight Charges	\$2,402.00
Dealer Assembly Charges	\$70.00
Discount Bobcat Dealer Discount	(\$27,008.00)
Other Charges: Material and Logistics	\$6,024.00
Sales total before Taxes	\$83,385.00
Taxes: No Tax Added	\$0.00
Quote Total - US dollars	\$83,385.00

Notes:

All prices subject to change without prior notice or obligation. This price quote supersedes all preceding price quotes.

Customer Acceptance:

Purchase Order: _____

Authorized Signature:

Print: _____ Sign: _____ Date: _____



Agenda Item #9.a.

Agenda Item Name:

Report to City Manager

Presenter:

Tommy Klein, City Manager

Item Description:

Staff report on notable tasks completed within the individual departments.

Recommended Action:

No action necessary

Fiscal Impact:

N/A

Operational Impact:

N/A

Prior Board Motions:

N/A

Background Information:

N/A

Executive Summary:

Work Report to City Manager

09/02/2022

Notification Requirements:

N/A

Prepared By:

Alexis Ramirez, Deputy City Clerk

Attachments:

1. Report to City Manager 09.02.2022

WORK REPORT TO CITY MANAGER

09.02.2022

PIO

- Continuing updates on website and social media on local issues and citizen concerns.
- Attended Garfield County PIO Group meeting and introduced Angela Mills to the group.

COURT

- Handled 77 adult cases on August 17 court day.
- Held 08 telephone hearings with inmates in custody.
- We have seen a significant increase in case load so far this year. We are watching to see if the trend continues for the remainder of the year.
- Attended CML webinar, "What is Kratom?" Kratom is an herbal extract and something we will want to keep an eye on. The legislature ordered a study this year to gain further understanding as to what it is and what it does. There are a few shops popping up in Grand Junction and several jurisdictions have already passed local restrictions on sales.
- Our City Prosecutor, Angela Roff, was appointed by Governor Polis to replace County Court Judge Paul Metzger. Huge congratulations to Angela! She will begin her new position on October 1st.

ADMIN

- Asbestos abatement is scheduled to begin September 19 at the old water plant. If the project begins on time, the work will be completed by the 30th. Once completed, we will talk to the county about helping us raze the buildings.

POLICE

- Kalina Runyon, Records/Evidence Manager will be leaving us on September 2nd. Shelby Beitzel, has been training for the past two weeks with Kalina.
- Recruitment continues for police officer positions. Chief and Lt. Kuper did a recruitment presentation at the Delta Police academy to attract potential applicants on August 13th.
- On August 26, we conducted a police officer candidate testing process. We are still waiting on test results to move forward with three candidates.
- Police Cadet Kallie McCain is currently attending the police academy at CMU.
- With Hunting Season a few days away, Angela Mills created a flyer we will be handing out to hotels, sportsman businesses and grocery stores reminding our hunting guests to keep their valuables safe during their visit:
- Statistics for August:
 - 1372** Calls for Service
 - 29** Traffic Citations issued – **122** Total Citations
 - 83** Cases (Reports Taken, Actions)

Types of Cases

Animal Pet	5
Assault	3
Burglary	3
Child Abuse	1
Criminal Trespass	5
Domestic	6
Drugs	1
DUI/DWAI	5
False Report	1
Fraud/Forgery	2
Harassment	1
Identity Theft	1
Menacing	3
Mental Health	1
Motor Vehicle Theft	1
Other Offense	3
Sex Offender	
Registration	1
Sex Offense	2
Theft	13
Traffic Violation	1
Unattended Death	5
Viol of Court Order	2
Warrant	16
Weapon Violation	1
Grand Total	83



PUBLIC WORKS

- 0.5 MG Airport Water Tank: Awarded – scheduled for construction: September 6
- I-70 Exit 90 Gateway Beautification: substantially complete – working through Punch List: 90% complete
- RFQ's for Design of 5th Street and Ute Avenue, Railroad Ave 5th to 9th Street, & Morrow Dr./Tripp Dr./Whiteriver Ave. received and prepared for Council approval September 7, 2022.
- Park Hill retaining wall for City/Frontella property line: pending until a contractor is secured. Waiting on CTL Thompson design report for engineering of wall configuration. We will purchase block and secure a construction contractor.
- Paradise Island cleanup – City efforts to stockpile and prepare materials on the island for crane flying to commence Sept. 6; crane scheduled for week of September 19th.
- 2022 Streets Improvement Contract with Frontier Paving scheduled for construction beginning August 15, 2022 and proceeding through mid-October (est.). Pre-construction meeting August 9, 2022. Project is on schedule and at 35% complete. The following elements are included:
 - East Airport Road Re-surfacing
 - W. 7th Street Repair
 - Re-surface of the 9th Street Bridge
 - Enterprise Court
 - Cemetery roadways improvements
- 100 Block of W. 2nd Street Rehab: construction commencing September 7, 2022.
- Whiteriver Roundabout: Design progress - traffic flow and environmental investigation ongoing; held Design Scoping Review with CDOT and KLJ on August 30.

The following are CIP projects currently under construction:

- Railroad Avenue Rehabilitation project: Punch List work 99% complete; closeout following.
- HA5 contract work completed: August 9th.

FLEET

- Planning for vehicle replacement and procurement for 2023 Budget.
- Refurbishing of Unit 1001 snowplow bed, conveyor, bed frame: 75% complete (bed refurbishing complete, truck chassis work – in progress (95%) complete;
- We received a (2) 2022 Ford F-250 XL's (Lease) – (1) for Parks and (1) for O&M
- Proposal for Track-steer loader purchase preparation for Council approval on September 7, 2022

OPERATIONS & MAINTENANCE

- Performed all work ahead of paving for section of Enterprise Ct. for paving by FPI in September.
- Preparing section of W. 7th for paving by FPI in September.
- Planning and preparation (loader lease and trucking) for week of September 19th flying of junk materials on the Island.
- Preparing estimate for demolishing the Graham Mesa Water Treatment Plant
- Pedestrian crosswalk and safety improvements at West Ave and W. 6th Street