



CITY COUNCIL

WORKSHOP AND REGULAR MEETING AGENDA

April 6, 2022
7:00 PM
202 Railroad Avenue, Rifle, CO

5:30 PM - Workshop Meeting

Discussion and Review

- a. Presentation on IT Staffing
- b. Review Proposed Procurement Code
- c. Presentation on Police Department Staffing

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 March 16, 2022, Regular Meeting
 - 5.b. Consider Liquor License Renewal for Western Slope Investments dba Wing Nutz Bar and Grill
 - 5.c. Consider Permanent Modification of Premises for Rolling Fork Grill, LLC dba Brickhouse Pizzeria
 - 5.d. Consider Buy Back of Cemetery Spaces
 - 5.e. Consider Letter of Support for Raise Grant - Rifle Park and Ride Relocation
 - 5.f. Consider 2022 Intergovernmental Agreement for Mosquito Control with Garfield County

- 5.g.** Consider Approving Resolution No. 5, Series of 2022 Authorizing the City Manager to Enter into Revocable Lease Agreements for Third Street Parklets
- 5.h.** Pioneer Mesa Filing 2 - Rezoning and Subdivision Final Plan Request
 - 5.h.i.** Request to Rezone Pioneer Mesa Filing 2 from LDR-PUD to Estates Zone-PUD - Ordinance No. 1, Series of 2022 - 2nd Reading
 - 5.h.ii.** Consider Approval of Final Plan for Pioneer Mesa Filing 2 - Ordinance No. 2, Series of 2022 - 2nd Reading and Subdivision Improvement Agreement

6. Action, if any, on Workshop Items

7. Presentation

- 7.a.** Presentation on Monarch Butterflies and Supportive Planting Efforts

8. Public Hearing

- 8.a.** Consider Request to Rezone the Farm Development from LDR-PUD, MDR-PUD, CS-PUD, and PZ-PUD to Developing Resources - Ordinance No. 4 Series of 2022 - 1st Reading
- 8.b.** Consider Final Plan and Rezoning Request for North Pastures Filing 7
 - 8.b.i.** Consider Request to Rezone a Portion of North Pastures Filing 7 from Community Service to Medium Density Residential - Ordinance No. 5 Series of 2022 - 1st Reading
 - 8.b.ii.** Consider Request for Final Plan Approval for North Pastures Filing 7 - Ordinance No. 6 Series of 2022 - 1st Reading and Subdivision Improvements Agreement

9. Regular Agenda

- 9.a.** Consider Rifle City Hall Phase 3 Construction Manager/General Contractor Firm
- 9.b.** Consider Landscape Maintenance / Snow Removal Contractor for City of Rifle and DDA Areas
- 9.c.** Consider Appointments to the Parks and Recreation Advisory Board
- 9.d.** Consider Appointing Amy Tonozzi, Larry Stewart and Raquel Mendizabal to the Downtown Development Authority (DDA) Board

- 9.e.** Consider Approving CMC Signage
- 9.f.** Consider the Appointment of Debra Grizzle to the Rifle Housing Authority Board
- 9.g.** Consider Approving Resolution No. 4, Series of 2022 - Authorizing the City Manager to Take All Actions Necessary to Sell the Property Formally Occupied by the Rifle Animal Shelter
- 9.h.** Consider Funding for Rifle Community Foundation
- 9.i.** Consider Funding for Rifle Community Foundation - Marijuana Funds
- 9.j.** Consider Approving Water Rights Lease with Rifle Gap Land Company for Rifle Creek Golf Course

10. Administrative Reports

- 10.a.** Report to City Manager

11. Comments from Mayor and Council

12. Executive Session

- 12.a.** Executive Session for discussion of a personnel matter under C.R.S. Section 24-6-402(2)(f) and not involving: any specific employees who have requested discussion of the matter in open session; any member of this body or any elected official; the appointment of any person to fill an office of this body or of an elected official; or personnel policies that do not require the discussion of matters personal to particular employees – (City Manager six month review)

13. Adjournment



Agenda Item #a.

Agenda Item Name:

Presentation on IT Staffing

Presenter:

Kelly Thompson, IT Director

Item Description:

Presentation on current IT Staffing levels and needs

Recommended Action:

N/A

Fiscal Impact:

If approved, additional budget for 2022 totaling approximately \$70,000, with ongoing costs to the department of approximately \$94,000 to \$115,000 at current salary and benefit levels.

Operational Impact:

IT service levels would improve due to additional staffing.

Prior Board Motions:

N/A

Background Information:

As the City has grown and other departments and projects have increased, it has impacted the IT Department.

Executive Summary:

We are looking at the possibility of adding 1 FTE to the IT Department to increase our ability to complete projects and ongoing maintenance in a timely manner. We are requesting the Council's input on our proposal.

Notification Requirements:

N/A

Prepared By:

Kelly Thompson, IT Director

Attachments:

1. Memorandum re Additional Employee for IT Department
2. 2022 IT Projects
3. IT Systems Administrator II Revised 7.13.2019



Memorandum

To: Tommy Klein, City Manager; Honorable Mayor and Council

From: Kelly Thompson, IT Director

Date: 3/9/2022

Re: IT Staffing

With the increasing number of projects and priorities in the IT Department, I am requesting increasing the IT Staff by one individual. At current staffing levels the amount of daily work and project work prevents the department from effectively engaging in proactive maintenance and upkeep of key systems. This is a security concern and can lead to severe impact to City systems should they become compromised or when they fail due to overdue maintenance. When we had an opening last fall, I took the opportunity to advertise for and hire a Network Administrator in place of the Systems Administrator II position that was vacated. This was a very positive step for the department and the City. Stephen was hired and is doing a fantastic job; however, he knew coming on board that he would end up doing a lot of Systems Administration work along with Network Administration. In planning out our projects for 2022, it was determined that we have more projects than we can accomplish with current staffing levels. As the City has grown and other departments add staff and projects, it has an impact on the IT Department.

The attached project list shows our 2022 projects in order of priority along with a time estimate in days. This estimate takes into consideration the fact that as a small department I cannot typically have anyone focus solely on a project, as the daily needs of the City must also be taken into consideration. An additional person would make this less of an issue, as well.

I am requesting to increase staffing in the IT Department by one FTE, taking our total to 4 FTE, and I am bringing it for discussion during the work session for the March 16 City Council Meeting. I would request this be a Systems Administrator II position. This is a 700-level position, and our current job description is attached. In consultation with HR Manager Danielle Hogan, hiring range would be \$63,361.81 to \$71,281.75 with a benefits package estimate of \$28,000.

Thank you for your time and consideration.

Regards,

A handwritten signature in black ink, appearing to read "Kelly Thompson", is written over a white rectangular background.

Kelly Thompson, IT Director

202 Railroad Avenue, Rifle, Colorado 81650
T: (970) 665-6454 E: KThompson@RifleCo.Org

Order	Item	Time Est. (Days)	Kelly Multiplier	Stephen Multiplier	Brenda Multiplier	Kelly Time	Stephen Time	Brenda Time	Current Solutions	Summit	Peak	Impressions	Caselle	Vendor Time
50	Connect PD UPS to network for monitoring	2		1		0	2	0						0
60	Connect PD PDU to network	1		1		0	1	0						0
70	Printer Replacements	7		0.5	1	0	3.5	7				1		7
70	UPS at Parks	1		1		0	1	0						0
100	Zoom Phone	25	1	1	1	25	25	25						0
200	Backup Upgrades	20	1	1		20	20	0		1				20
300	Host Replacement Completion	10	0.5	1		5	10	0						0
400	Hosted Exchange Migration	30	1	1	1	30	30	30		1				30
500	Windows Upgrades	30	1	1	1	30	30	30		1				30
510	Office 365 Upgrades	10	1	1	1	10	10	10		1				10
520	Thin Client Upgrades	20	0.5	1	1	10	20	20		1				20
600	Virtual Desktop System Upgrades	10	1	1		10	10	0		1				10
700	PD Server Upgrades	10	0.5	1		5	10	0						0
800	SQL Server Rollout/Upgrade	10	0.5	1		5	10	0						0
810	Finance Server Upgrades	4	0.5	1		2	4	0					1	4
820	Laserfiche Upgrades	4	1		1	4	0	4			1			4
900	Laserfiche Project	45	0.25		1	11.25	0	45			1			45
1000	Switch Replacements	30		1		0	30	0						0
1100	East-West firewalls	30		1		0	30	0		1				30
1200	Network Cleanup	60		1		0	60	0		0.25				15
1300	Verkada&Access @ Ute	4	0.25	0.5		1	2	0	1					4
1400	Verkada @ Water	4	0.25	0.5		1	2	0	1					4
1500	Verkada @ Senior Center	2	0.25	0.5		0.5	1	0	1					2
						169.75	311.5	171						235
				Total for all of IT:			652.25							



City of Rifle, Colorado JOB DESCRIPTION

JOB TITLE:	Systems Administrator II	FLSA Status: Non-exempt
DEPARTMENT:	Information Technology	
DIVISION:	Information Technology	Essential Personnel

Job Summary:

Assists the Information Technology Director in recommending solutions that enhance IT related services provided to the user community. Sets up system monitoring and determines the scope, cause, and best resolution of hardware and software issues and / or outages. Works with stake holders, other IT staff, and vendor(s) to plan and execute applications, systems, and infrastructure installations and updates. Recommends enhancements for the proactive reduction of future issues and outages. Is a mid to high-level technical resource to the City, requiring a significant understanding of how the City's current information technology functions and what is being developed by the industry. Possesses the skills and knowledge to effectively implement and maintain technologies with limited guidance.

Essential Duties and Responsibilities:

The following statements are illustrative of the essential functions of the job and do not include other nonessential or peripheral duties that may be required. The organization retains the right to modify or change the duties or essential functions of the job at any time.

- Deploys applications, systems, and infrastructure into production, development, test, and training environments; including the installation and configuration of file, database, and application servers; client endpoints; network connectivity equipment; and virtual environment support components.
- Meets deliverables and deadlines on individually and simultaneously scheduled projects.
- Manages configuration and documentation control for production, development, test, and training environments.
- Sets up monitoring of performance and availability for applications, systems, and infrastructure.
- Monitors helpdesk and assists in resolving issues and answering questions as they arise during normal work hours, finding alternative solutions if problems cannot be resolved.
- Troubleshoots issues with access, availability, and performance of file, database, and application servers; client endpoints; network connectivity equipment; and virtual environment support components.
- Works in a team environment and assists with providing training for new team members, cross training with existing team members. Collaborate with and help support other IT Team Members with workload.
- Assists in the development of training documentation, and training of end users in the use of computers and software applications.

- Builds cyber-security awareness and knowledge for self, team, and end users.
- Researches and develops new applications, systems, and infrastructure to be deployed into production, development, test, and training environments.
- Carefully observes and works towards the defined mission and vision of the IT Department and the City.

Other Duties and Responsibilities:

- Maintains awareness of developments in information technology, industry changes, and IT standards. Maintains updated skill-sets in line with industry best practices.
- Performs other duties and special projects as assigned.
- Participates in on-call rotation and responds to after-hours system issues as needed.

Experience and Training:

Minimum Education: Bachelor's degree in related field preferred or 3 to 5 years, progressive, work experience in a technically related field.

Job Requirements: Valid Driver's License or ability to obtain within six months of hire. Must be able to pass a background check with results that are acceptable to the City of Rifle.

Work Experience in Positions Similar or Related to This Job: Any combination of education, training, and experience which provides requisite knowledge, skills and abilities for this job. Experience with some or all of the following is preferred: Microsoft Domain, Active Directory and Group Policy; VMware enterprise level server and desktop products; MS Exchange; Apple iOS; Cisco and Aruba networking equipment; and Cisco Call Manager.

Knowledge, Skills, and Abilities:

- Strong customer service skills are required.
- Strong communication, time / project management, problem solving, organizational, and analytical skills are required.
- Ability to communicate technical information effectively to technical and non-technical audiences, both orally and in writing.
- Ability to communicate with others and assimilate information, in a manner consistent with the essential job functions.
- Ability to apply strong customer service, strong interpersonal, and strong communication skills to all interactions with council, department heads, supervisors, coworkers, and the general public. Must be sufficient to accurately exchange or convey information, function in a team environment, and to receive work direction.
- Advanced level of proficiency with VMware; MS Exchange; Cisco Unified Communications; Cisco FirePower firewall, switches, routers, etc.; and StorageCraft Shadow Protect or other backup systems.
- Advanced level of proficiency with MS Server, MS desktop systems, Active Directory implementations, and must fully understand the use of Group Policy objects, containers and Organizational Units.

- Advanced level of proficiency with installation, configuration, and management of networks and enterprise level anti-virus.
- Knowledge of principles and practices of enterprise business computing, networking, telecommunications and other related information technologies.
- Knowledge of state-of-the-art developments in information technology.
- Ability to operate assigned equipment.
- Ability to comprehend and effectively communicate in the English language by means of reading, writing and speaking.

Reporting Relationships:

This Position Reports to: Information Technology Director.

This Position has Supervisory and/or Management Responsibility for: no other employees.

Equipment Used:

Computers, routers, servers, VoIP, switches, printer, copier, fax machine, telephone, and various other instruments and tools associated with this particular job discipline.

Physical Requirements:

The physical demands described are representative of those that must be met by an employee to successfully perform the essential duties and responsibilities of this job. Reasonable accommodations may be made to enable qualified individuals with disabilities to perform the essential duties and responsibilities.

- Ability to conduct activities involving walking 15% of the time, standing 35% of the time, and sitting 50% of the time.
- Ability to conduct activities involving frequent shoveling, climbing, balancing, stooping, kneeling, crouching, crawling, reaching with hands and arms, standing, walking, pushing, pulling, lifting, dexterity, grasping, feeling, talking, hearing, seeing and repetitive motions on a frequent basis.
- Ability to lift and carry up to 25 lbs., push or pull up to 50 lbs, occasionally move up to 100 lbs.
- Ability to distinguish objects in low and bright light using visual capacity including peripheral vision, depth perception, color vision, and far and near acuity in order to observe all elements of a production setting and capture the results.
- Ability to operate vehicles.

Environmental Requirements:

Approximately 5% of this position's duties are performed in the external environment, with 95% performed in an internal environment. The incumbent may be exposed to adverse weather conditions, odors, dust, mists and gases occasionally.

COMMENTS:

Employee's Signature

Date

Supervisor's Signature

Date



Agenda Item #b.

Agenda Item Name:

Review Proposed Procurement Code

Presenter:

Tommy Klein, City Manager

Item Description:

Review Proposed Procurement Code

Recommended Action:

Review the document and provide guidance.

Fiscal Impact:

None

Operational Impact:

If approved by the Council, some transactions will require less staff time. An appeals process is clearly defined for vendors wishing to challenge an awarded contract.

Prior Board Motions:

None

Background Information:

In 2021, the Council directed staff to hire an expert to develop a new procurement code.

Executive Summary:

Phil Vaughn was hired to review and modify Rifle's procurement code. He has completed the project, staff have provided input and the document has been reviewed by Mr. Neu. We are requesting your input before we bring the code before the Council for a vote.

Notification Requirements:

None

Prepared By:

Tommy Klein, City Manager

Attachments:

1. 2022-03-18-Rev1-DRAFT-Rifle Municipal Code-Ch 4- Rev Finance-Article III-Purchasing



DRAFT- March 18, 2022

**City of Rifle Municipal Code
CHAPTER 4- Revenue and Finance
ARTICLE III Purchasing**

Division 1- General Provisions

- Sec. 4-3-10.-Purposes, interpretation of rules
- Sec. 4-3-15.-Procurement contrary to this Article
- Sec. 4-3-20.-Requirement of good faith
- Sec. 4-3-25.-Application of this Article
- Sec. 4-3-30.-Definitions
- Sec. 4-3-35.-Public access to procurement information
- Sec. 4-3-40.-Specifications
- Sec. 4-3-45.-Waiver of procedures
- Sec. 4-3-50.-Cooperative purchasing

Division 2- Procurement Organization and Authority

- Sec. 4-3-110.- Authority and Duties of the City Manager
- Sec. 4-3-115.- Duties of department heads and procurement officers
- Sec. 4-3-120.- Approvals
- Sec. 4-3-125.- Formal contract procedure

Division 3-Source Selection and Contract Formation

- Sec. 4-3-210.-Methods of source selection
- Sec. 4-3-215.-Competitive sealed bidding
- Sec. 4-3-220.-Competitive sealed proposals
- Sec. 4-3-225.-Small purchases
- Sec. 4-3-230.-Miscellaneous exemptions
- Sec. 4-3-235.-Emergency procurement
- Sec. 4-3-240.-Cancellation of invitations for bids or requests for proposals
- Sec. 4-3-245.-Responsibility of bidders and offerors
- Sec. 4-3-250.-Pre-qualifications of suppliers
- Sec. 4-3-255.-Bid security
- Sec. 4-3-260.-Contract performance and payment bonds
- Sec. 4-3-265.-Bond forms and copies
- Sec. 4-3-270.-Type of contracts

Sec. 4-3-275.-Multi-term contracts
Sec. 4-3-280.-Contract clauses
Sec. 4-3-285.-Contract modifications and change orders; fiscal responsibility
Sec. 4-3-290.-Right to inspect plant
Sec. 4-3-295.-Right to audit records
Sec. 4-3-300.-Finality of determinations
Sec. 4-3-305.-Reporting of anti-competitive practices
Sec. 4-3-310.-Record of procurement actions taken under Miscellaneous exemptions and Emergency procurement

Division 4-Legal and Contractual Remedies

Sec. 4-3-410.-Authority to resolve protested solicitations and awards
Sec. 4-3-415.-Authority to debar or suspend
Sec. 4-3-420.-Authority to resolve contract or breach of contract controversies
Sec. 4-3-430.-Applicability of this Article
Sec. 4-3-435.-Remedies prior to award
Sec. 4-3-440.-Remedies after award
Sec. 4-3-445.-Interest
Sec. 4-3-450.-Creation of the Procurement Appeals Board
Sec. 4-3-455.-Decision of the Procurement Appeals Board
Sec. 4-3-450.-Jurisdiction of the Procurement Appeals Board
Sec. 4-3-455.-Protest of solicitations or awards
Sec. 4-3-460.-Suspension or debarment proceedings
Sec. 4-3-465.-Contract and breach of contract controversies
Sec. 4-3-470.-Finality of a decision on an issue of law
Sec. 4-3-475.-Appeal and review of Procurement Appeals Board decisions
Sec. 4-3-480.-Discontinuance of contractor's appeal

Division 5-Ethics in Public Contracting

Sec. 4-3-510.-Definitions of terms used in this Article
Sec. 4-3-515.-Statement of policy
Sec. 4-3-520.-General standards of ethical conduct
Sec. 4-3-525.-Employee conflict of interest
Sec. 4-3-530.-Employee disclosure requirements
Sec. 4-3-535.-Gratuities and kickbacks
Sec. 4-3-540.-Prohibition against contingency fees
Sec. 4-3-545.-Restrictions on employment of present and former employees
Sec. 4-3-550.-Use of confidential information
Sec. 4-3-555.-Civil and administrative remedies against employees who breach ethical standards
Sec. 4-3-560.-Civil and administrative remedies against nonemployees who breach ethical standards
Sec. 4-3-565.-Recovery of value transferred or received in breach of ethical standards
Sec. 4-3-570.-Opinions and waivers

Division 6-Supply Management

Sec. 4-3-610. Sale of real and personal property

Division 1- General Provisions

Sec. 4-3-10. Purposes, interpretation of rules.

(a) Interpretation. This Article shall be construed and applied to promote its underlying purposes and policies.

(b) Purposes and policies.

The purpose of this Article is to prescribe the purchasing procedure that the City will follow in contracting for or constructing public works, purchasing tangible property and insurance policies, and obtaining consulting services. The City Council adopts these rules and regulations pursuant to Section 13.9 of the City Charter.

(c) The underlying purposes and policies of this Article are:

- (1) To simplify, clarify and standardize the law governing procurement by the City;
- (2) To permit the continued development of procurement policies and practices;
- (3) To provide for increased public confidence in the procedures followed in public procurement;
- (4) To ensure the fair and equitable treatment of all persons who deal with the procurement system of the City;
- (5) To provide increased economy in the City procurement activities and to maximize to the fullest extent practicable the purchasing value of public funds of the City;
- (6) To foster effective broad-based competition within the free enterprise system; and
- (7) To provide safeguards for the maintenance of a procurement system of quality and integrity.

Sec. 4-3-15. Procurement contrary to this Article.

Except as otherwise may be provided by law, it shall be unlawful for any City officer or employee to order a procurement contrary to the provisions of this Article. Any procurement or contract so made shall be void and wholly without effect and shall not be binding upon the City in any manner.

Sec. 4-3-20. Requirement of good faith.

This Article requires all parties involved in the negotiation, performance, or administration of City contracts to act in good faith.

Sec. 4-3-25. Application of this Article.

This Article shall apply to every expenditure of public funds irrespective of their source, by this City, acting through a governmental body as defined herein, under any contract; provided, however this Article shall not apply to either grants or contracts between the City and other governments and federal assistance monies, for which, if necessary, the City shall adopt specific purchasing policies related to such assistance monies. Nothing in this Article or in regulations promulgated hereunder shall prevent any governmental body from complying with the terms and conditions of any grant, gift, bequest or cooperative agreement.

Sec. 4-3-30. Definitions.

The words defined in this Section shall have the meanings set forth below whenever they appear in this Article, unless: (1) the context in which they are used clearly requires a different meaning; or (2) a different definition is prescribed for a particular Article or provision.

(a) *Brand name* means a specification limited to one (1) or more items by manufacturer's name or catalog number.

(b) *Best interests of the City* means the Procurement Officer will use discretion to choose the action most favorable to the City after considering all alternatives.

(c) *Best value* means that the expected outcome of a purchase provides the greatest overall benefit in response to the solicitation for purchase.

(d) *Business* means any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture or any other private legal entity.

(e) *Change order* means a written order signed by a procurement officer, modifying an existing contract to authorize changes within the scope of work, additions or deletions to the work or an adjustment to any other provision of the contract.

(f) *Construction* means the process of building, altering, repairing, improving or demolishing any public structure or building, or other public improvements of any kind to any public real property. It does not include the routine operations, routine repair, or routine maintenance of existing structures, buildings or real property.

(g) *Contract* means any agreement enforceable by law between the City and one (1) or more outside parties, regardless of form or title, for procurement of supplies, services or construction.

(h) *Contract modification* means any written alteration in specifications, delivery point, rate of delivery, period of performance, price, quantity or other provisions of any contract accomplished by mutual action of the parties to the contract. Before a contract is executed, modifications are typically processed as an addenda to the invitation for bids or Request for Proposals; after the contract is executed, modifications are processed as change orders.

(i) *Contractor* means any person having a contract with a governmental body.

(j) *Data* means recorded information, regardless of form or characteristic.

(k) *Department head* means the person in charge of each major administrative division of the City who has overall management responsibility for an operation or a group of related operations within a functional area, as determined by the City Manager.

(l) *Designee* means a duly authorized representative of a person holding a superior position.

(m) *Employee* means an individual drawing a salary from a governmental body.

(n) *Governmental body* means any department, commission, council, board, bureau, committee, institution, legislative body, agency, government corporation or other establishment or official of the executive, legislative or judicial branch of this City.

(o) *Grant* means the furnishing by the City of assistance, whether financial or otherwise to any person to support a program authorized by law. It does not include an award whose primary purpose is to procure an end product, whether in the form of supplies, services or construction; a contract resulting from such an award is not a grant but a procurement contract.

(p) *Invitation for bids* means all documents, whether attached or incorporated by reference utilized for soliciting bids.

(q) *Legal services* means the advice, representation, document preparation or related services of an attorney as special counsel provided to the City upon the request of the City Attorney.

(r) *Litigation services* means professional or other services procured by the City Attorney for the purpose of evaluating, preparing, providing or presenting evidence at the trial of any lawsuit to which the City is a party. Litigation services shall not include legal services.

(s) *Local goods* means supplies and materials produced, manufactured, sold, distributed or grown in the City, or for purposes of secondary preference, within Garfield County, that may qualify for certain preferences when bidding or proposing on City contracts.

(t) *Local vendor* means contractors, vendors, suppliers or retailers with a principal place of business located within the City or within a radius of three (3) miles thereof for primary preference, or beyond three (3) miles thereof, but within Garfield County, for purposes of

secondary preference. As a principal place of business, the business shall have organizational governance, warehousing operations, and at least 75% of its employees, or materials and supplies are purchased or located within the City or Garfield County, as is necessary for secondary preference. Businesses which maintain satellite offices within the City shall not be considered local for purposes of this definition. If a joint venture or teaming arrangement, including design-build construction, the general or primary contractor team leader shall meet this definition.

(u) *Lowest priced responsive and responsible bidder* means the bidder that meets the requirements and criteria set forth in the solicitation and as further described in Division 3- Source Selection and Contract Formation.

(v) *May* denotes the permissive.

(w) *Person* means any business, individual, union, committee, club, other organization or group of individuals.

(x) *Procurement* means buying, purchasing, renting, leasing or otherwise acquiring any supplies, services or construction. It also includes all functions that pertain to the obtaining of any supply, service or construction, including description of requirements, selection and solicitation of sources, preparation and award of contract and all phases of contract administration. Procurement shall not include the buying, purchasing, renting or leasing of real property.

(aa) *Public notice* shall mean any publication reasonably calculated to inform responsible bidders or offerors. Public notice shall occur for a reasonable time and may be disseminated through any means of mass communication including but not limited to, newspapers, other written publications, posting, television, radio, other broadcasting media, websites, electronic procurement platforms and electronic billboards.

(bb) *Procurement officer* means the City Manager, any Department head, or the City Attorney whenever such person undertakes the duties set forth herein by approving source selection and contract formation for the procurement of any supply, service or construction on behalf of the City.

(cc) *Professional services* means the furnishing of labor, time, effort or expertise by a contractor with specialized knowledge in a field including, but not limited to, accounting, appraisal, architecture, construction management/owner's representation, engineering, environmental consulting, executive recruiting, finance, land surveying, medicine, public relations/marketing and training specialist.

(aa) *Purchase description* means the words used in a solicitation to describe the supplies, services or construction to be purchased and includes specifications attached to or made part of, the solicitation.

(dd) *Regulation* means a governmental body's statement, having general or particular applicability and future effect, designed to implement, interpret or prescribe law or policy, or describing organization, procedure or practice requirements.

(ee) *Request for Proposals* means all documents, whether attached or incorporated by reference, utilized for soliciting proposals.

(ff) *Responsible bidder or offeror* means a person who has the capability in all respects to perform fully the contract requirements and the integrity and reliability which will assure good faith performance.

(gg) *Responsive bidder* means a person who has submitted a bid which confirms in all material respects to the invitation for bids or request for proposals.

(hh) *Services* means the performance of maintenance or the furnishing of labor, time or effort which does not involve the delivery of a specific end product other than a report or other item which is merely incidental to the performance of the service. Services shall not include services rendered under an employment agreement nor shall it include professional services as that term is defined in this Section.

(ii) *Shall* denotes the imperative.

(jj) *Specification* shall mean any description of the physical or functional characteristics of or the nature of the supply, service or construction item. It may include a description of any requirement for inspecting, testing or preparing a supply, service or construction item for delivery or a procedure for determining whether the requirements are satisfied.

(kk) *Supplies* means all property, including but not limited to equipment, materials, printing, insurance and leases of real property, excluding land or permanent interest in land.

(mm) *Surplus supplies* means any supplies no longer having any use to the City. This includes obsolete supplies, scrap materials and non-expendable supplies that no longer have a useful life or purpose.

(ll) *Using agency* means any governmental body of the City which utilizes any supplies, services, or construction procured under this Code.

Sec. 4-3-35. Public access to procurement information.

Procurement information shall be a public record to the extent provided by law and shall be available to the public as provided by law.

Sec. 4-3-40. Specifications.

(a) Intent. All specifications, including but not limited to design, performance and brand name specifications, shall be drafted so as to provide a clear and concise description of the supply, service or construction desired.

(b) Preparation. Before appropriate approvals are obtained for a procurement in excess of twenty-five thousand dollars (\$25,000), the Procurement Officer shall cause to be prepared written specifications detailing the City's requirements for the supplies, services or construction.

(c) Brand name specifications. A brand name specification may be used when the Procurement Officer has determined that sufficient sources for competition exist for the procurement of the supply and that the use of the brand name specification is not intended to limit or restrict competition. A brand name specification may also be used to describe the standard of quality, performance and other salient characteristics. In such cases, the solicitation shall contain explanatory language that the use of a brand name is for the purpose of describing the standard desired and that the substitution of equivalent supplies is permitted.

Sec. 4-3-45. Waiver of procedures.

Upon a majority vote, the City Council may approve a waiver of any of the provisions of this Article, after consideration of the particular facts and circumstances necessitating the request for waiver. All of the procedures herein may be modified to prevent the loss of any gift or grant to the City.

Sec. 4-3-50. Cooperative purchasing.

The Procurement Officer is authorized to participate in joint bidding with other public agencies or entities when deemed to be in the City's best interests. The Procurement Officer, in his or her sole discretion, may use pricing schedules of higher governmental entities to purchase materials and services based on bids established for that purpose. Cooperative purchasing includes, but is not limited to, platforms such as Sourcewell.

Division 2- Procurement Organization and Authority

Sec. 4-3-110. Authority and duties of the City Manager.

(a) The City Manager shall appoint procurement officers who, because of their particular knowledge and expertise, shall serve as principal procurement officials for the City and perform those duties set forth in this Article with respect to the procurement of specialized supply, service or construction items. (By way of example and not as limitation upon this authority, the specialized supply, service or construction items delegated to a designee may include data processing equipment, motor vehicles, insurance policies, office supplies and furniture and City construction projects.)

Sec. 4-3-115. Duties of department heads and procurement officers.

(a) Duties of department heads. Department heads shall work closely with designees appointed for the procurement of specialized supplies, services or construction, the City Manager and other department heads to ensure compliance by all employees and departments of the City with the provisions of this Article and any regulations which may be promulgated pursuant thereto.

(b) Duties of procurement officers. Except as otherwise provided in this Article, procurement officers shall:

(1) Act to procure for the City the highest quality in supplies, services and construction for the best value and at least expense to the City consistent with the provisions of this Article;

(2) Endeavor to obtain as full and open competition as possible on all purchases and sales;

(3) Establish and maintain programs for the inspection, testing and acceptance of supplies, services and construction;

(4) Explore the possibilities of "bulk purchasing" so as to take full advantage of discounts. Quantities purchased should represent a reasonable balance based on transportation costs, storage capability and cost, quantity discount, price, budget and cost;

(5) Act so as to procure for the City all federal and state tax exemptions to which it might be entitled;

(6) Cooperate with the Finance Department and other department heads, so as to secure for the City the maximum efficiency in budgeting, accounting, project management and contract management;

(7) Strive to uphold the local preference policy by purchasing goods and services from local vendors as required by this Article;

(8) Have the authority, upon approval of the City Manager, to identify vendors who default on their quotations, to identify irresponsible bidders and to begin disqualification proceedings against them in accordance with this Article;

(9) Endeavor to make purchases of recycled materials and other supplies that preserve, to the maximum extent possible, the environment and minimize energy consumption for their production or use; and

(10) Make a special effort to solicit and encourage local businesses and suppliers to participate in the City's procurement process.

Sec. 4-3-120. Approvals.

No procurement shall be made without the prior written approvals required to be made in accordance with this section.

(a) City Council. All procurements subject to the terms of this Article in excess of twenty-five thousand dollars (\$25,000.00) shall be approved by City Council by motion or resolution.

(b) City Manager. All procurements subject to the terms of this Article which does not exceed twenty-five thousand dollars (\$25,000.00) shall be approved by the City Manager.

(c) Department heads. Department heads shall have the authority to approve procurements in an amount which does not exceed ten thousand dollars (\$10,000.00), without the prior approval of the City Manager or City Council; provided, however that sufficient funds are available in the department head's department budget for the item(s) purchased.

No procurement shall be divided so as to avoid the approvals that would otherwise be required by the above.

Sec. 4-3-125. Formal contract procedure.

Except as otherwise provided herein, all procurement in excess of ten thousand dollars (\$10,000.00), or whenever a department head or City Manager requests the same, shall be purchased by a formal written contract approved and executed by the City Manager or his/her designee.

Division 3-Source Selection and Contract Formation

Sec. 4-3-210. Methods of source selection

(a) Unless otherwise authorized by law, all City contracts greater than fifty-thousand dollars (\$50,000.00) shall be awarded by competitive sealed bidding, pursuant to Section 4-3-215, (Competitive sealed bidding), except as provided in:

- (1) Section 4-3-220 (Competitive sealed proposals); Greater than ten thousand dollars (\$10,000.00) and less than fifty-thousand dollars (\$50,000.00).
- (2) Section 4-3-225 (Small purchases); Less than ten thousand dollars (\$10,000.00).
- (3) Section 4-3-230 (Miscellaneous exemptions);
- (4) Section 4-3-235 (Emergency procurement);

Methods of source selection	Contract limits
Competitive sealed bidding	Greater than \$50,000.00
Competitive sealed proposals	Greater than \$10,000.00 and less than \$50,000.00. *Greater than \$50,000 limit is allowed for Construction

	Manager/General Contractor proposals, or similar type proposal.
Small purchases	Less than \$10,000.00

(b) The following Local preferences shall be considered in source selection for all City contracts:

Notwithstanding other provisions of this Article, in the awarding of contracts for goods or services, the City Council and Procurement Officer shall provide the following primary and secondary percentage preferences for local goods and services provided by local vendors when quality, delivery time and services are judged by the Procurement Officer to be essentially equal:

Contract Amount	Primary Preference City of Rifle Goods/Vendors	Secondary Preference Garfield County Goods/Vendors
Less than \$1,000	10% discount	5% discount
\$1,001 to \$5,000	8% discount	4% discount
\$5,001 to \$25,000	6% discount	3% discount
\$25,001 to \$100,000	5% discount	2.5% discount
\$100,000 to \$200,000	4% discount	2% discount
\$200,001 to \$500,000	3% discount	1.5% discount
\$500,000 or greater	2% discount	1% discount

(c) For all competitive bonded bid purchases in excess of one hundred thousand dollars (\$100,000.00), the City shall provide these local preference provisions within the "Instructions to Bidders" documents.

(d) Exception: Local preference shall not apply to contracts required by applicable state or federal laws or regulations to be awarded to the "lowest responsible bidder" or to any contracts that are statutorily or otherwise precluded from the use of local vendor preference. No local preference shall apply where grant funds are used which expressly prohibit the use of such local preference.

(e) The Procurement Officer may establish an administrative process to pre-qualify local vendors.

Sec. 4-3-215. Competitive sealed bidding.

(a) Conditions for use. Contracts shall be awarded by competitive sealed bidding except as otherwise provided in Section 4-3-210 (Methods of source selection). Contract amounts greater than fifty-thousand dollars (\$50,000.00).

(b) All Competitive Bids/Proposals must be procured competitively through the solicitation process set forth below. The Department Head shall have:

- (1) An approved budget reflected in the current year. The project shall be planned in advance with a realistic start date to enable the Procurement Officer to strategically solicit vendors to meet the planned start date;
- (2) Department Heads are authorized to start the purchasing process when the amount for the purchase is within the approved annual budget;
- (3) Written specifications or scopes of work/service that is submitted with Purchase Requisition that contains the budget line item;
- (4) A meeting with the Procurement Officer to determine the solicitation method and the appropriate contract terms to plan, schedule and execute the solicitation. Any other affected departments shall be invited to the meeting to ensure proper City coordination. If necessary, the City Attorney may be included to ensure that the proper contract form and terms are approved prior to the solicitation; and
- (5) Upon the completion of the planning and the appropriate solicited process, as set forth below, a Purchase Order will be assigned after the award is approved by City Council. Only then will invoices be paid.

(c) Specifications and Scopes of Work/Services (See also Section 4-3-40. Specifications)

- (1) Specifications and Scopes of Work/Services are the core of explaining to vendors what the City needs, with direction to the vendors on how the vendor can meet the need. The specifications and Scopes of Work/Services establish the expectations of both the City and the vendor. The information provided by the City allows the vendor to plan, price, and provide solutions to meet the City's need. The Specifications and Scopes of Work/Service will be incorporated into the contract along with the vendor's bid or proposal.
 - (a) A specification is a precise description of a commodity's physical characteristics, quality, or desired outcome. Specifications must be written in language that is relevant to, and easily understood by potential suppliers. Specifications can be design or performance. Design specification provides details regarding physical characteristics, materials, and product features. Performance specification describes the desired end result or outcome without specific details about the commodity's physical characteristics or features. Specifications shall describe functions and standards, materials and methods, shipment and delivery, quality assurance, warranties, product, supply, and service specifications.
 - (b) Brand name or equal specification should explain with reasonable detail that the brand name is used to describe a standard of quality, performance, and characteristics desired in a manner that does not limit competition.

(c) Brand name as a specification should only be used if: no other qualified product will meet the needs of the City, time is of the essence, or the City determines the need for standardization.

(d) The Procurement Officer should make brand name or brand name or equal in a manner that is in the best interests of the City.

(d) Scope of Work/Service provides a supplier with a clear understanding of what the City needs to ensure a successful procurement. A Scope of Work/Service defines the what, where, how, and when of the procurement and allows the supplier information to price the project and ensure competition while meeting the City's needs. It should not be overly restrictive. A proper Scope of Work/Service should address by its terms, risk and the City's tolerance for risk. The Scope of Work/Service will become part of the contract as a performance measure and each party will be bound by its terms. Therefore, the Scope of Work/Service shall describe the work, the physical location, the supplies and equipment, payment rate, acceptance criteria, and any special requirements.

(e) Invitation for bids. An invitation for bids shall be issued and shall include a purchase description and all contractual terms and conditions applicable to the procurement. The purchase description shall seek to promote overall economy for the purposes intended and encourage competition in satisfying the City's needs and it shall not be unduly restrictive. Invitation for bids may be issued via any of the Public Notice methods indicated in this Article. The Invitation for Bids shall specify a public bid opening or an electronic procurement platform bid opening.

(f) Public notice. Adequate public notice of the Invitation for bids shall be given a reasonable time prior to the date set forth therein for the opening of bids. If a state or federal law or regulation controls the procurement process for any particular purchase, adequate public notice may be mandated by applicable state or federal laws or regulations. In the absence of exigent or emergency circumstances described in Section 4-3-235 (Emergency procurement), adequate notice shall mean publication of a public notice which summarizes the Invitation for bids in any one or all of the following platforms for two (2) consecutive weeks with the last publication being not more than one (1) week prior to the date set forth therein for the opening of bids:

- i. a newspaper of general circulation
- ii. The City's website
- iii. An electronic procurement platform or website specified for public notification

(g) Bid opening.

i. Public bid opening-Bids shall be opened publicly in the presence of one (1) or more witnesses at the time and place designated in the invitation for bids. The amount of each bid and such other relevant information as may be specified by regulation, together with the name of each bidder shall be recorded; the record and each bid shall be open to public inspection. No statement shall be made regarding the apparent low bid.

ii. Electronic procurement platform bid opening- Bids shall be received and opened by the Procurement Officer. The amount of each bid and such other relevant

information as may be specified by regulation, together with the name of each bidder shall be recorded; the record and each bid shall be open to public inspection. No statement shall be made regarding the apparent low bid.

(i) Bid acceptance and bid evaluation. Bids shall be unconditionally accepted without alteration or correction, except as authorized in this Code. Bids shall be evaluated based on the requirements set forth in the invitation for bids, which may include criteria to determine acceptability such as inspection, testing, quality, workmanship, delivery and suitability for a particular purpose. Those criteria that will affect the bid price and be considered in evaluation for award shall be objectively measurable, such as discounts, transportation costs and total or life cycle costs. The invitation for bids shall set forth the evaluation criteria to be used. In addition to the evaluation criteria set forth in the invitation to bid, the following criteria may be considered, in addition to price:

(1) The ability, capacity and skill of the bidder to perform the contract or provide the service or construction required;

(2) Whether the bidder can perform the contract or provide the service or construction promptly or within the time specified, without delay or interference;

(3) The character, integrity, reputation, judgment, experience and efficiency of the bidder;

(4) The quality of performance of previous contracts or services;

(5) The previous and existing compliance by the bidder with laws and ordinances relating to the contract or service;

(6) The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service or construction;

(7) The quality, availability and adaptability of the supplies, services or construction to the particular use required; and

(8) The ability of the bidder to provide future maintenance and service for the use of the subject of the contract.

(9) The Local Preferences set forth herein.

(j) Correction or withdrawal of bids; cancellation of awards. Correction or withdrawal of inadvertently erroneous bids before or after award or cancellation of awards or contracts based on such bid mistakes, shall be permitted. After bid opening no changes in bid prices or other provisions of bids prejudicial to the interest of the City or fair competition shall be permitted. Except as otherwise provided by regulation, all decisions to permit the correction or withdrawal of bids or to cancel awards or contracts

based on bid mistakes, shall be supported by a written determination made by the department head and approved by the City Attorney.

(k) Award. The contract shall be awarded with reasonable promptness by written notice to the lowest priced responsive and responsible bidder whose bid meets the requirements and criteria set forth herein and in the invitation for bids or request for proposals.

Receipt of a singular bid does not automatically require issuance of a new invitation for bids to gain additional bids.

Sec. 4-3-220. Competitive sealed proposals.

(a) Conditions for use. Procurement for the following are eligible for award by competitive sealed proposals:

(1) When the Procurement Officer determines in writing that the use of competitive sealed bidding is either not practicable or not advantageous to the City, a contract may be entered into by competitive sealed proposals; or

(2) For professional services; or

(3) Construction Manager/General Contractor request for proposals, or similar type proposals; or

(4) For contract amounts greater than ten thousand dollars (\$10,000.00) and less than fifty-thousand dollars (\$50,000.00)

(b) Requests for proposals. Requests for proposals shall be approved by the Procurement Officer prior to issuance. Proposals shall be solicited through a Request for Proposals. The Request for Proposals shall seek to promote overall economy for the purposes intended and encourage competition in satisfying the City's needs and it shall not be unduly restrictive.

Requests for proposals may be issued via any of the Public Notice methods indicated in this Article. The Request for proposals shall specify a public bid opening or an electronic procurement platform bid opening.

The following minimum requirements of the Request for proposal are:

- (1) Introduction
- (2) Project Goal and Objectives
- (3) Scope of Work
- (4) General Proposal Requirements
- (5) Proposal Process
- (6) Procurement Timeline
- (7) Questions

- (8) Proposal Submission and Format
- (9) Evaluation criteria
- (10) Local Preference code
- (11) Interviews
- (12) Selection/Post-Selection Process
- (13) Contract/Legal
- (14) Reference and Supporting Documents

(c) Public notice. Adequate public notice of the Request for Proposals shall be given in a reasonable time prior to the date set forth therein for the receipt of proposals. If a state or federal law or regulation controls the procurement process for any particular purchase, adequate public notice may be mandated by applicable state or federal laws or regulations. In the absence of exigent or emergency circumstances described in Section 4-3-235, (Emergency procurement), adequate notice shall mean publication of a public notice which summarizes the Request for Proposals in any one or all of the following platforms for two (2) consecutive weeks with the last publication being not more than one (1) week prior to the date set forth therein for the opening of bids:

- i. a newspaper of general circulation
- ii. The City's website
- iii. An electronic procurement platform or website specified for public notification

(d) Receipt of proposals.

i. Public proposal opening-Proposals shall be opened so as to avoid disclosure of contents to competing offerors during the process of negotiation. A list of proposals received shall be prepared and shall be open for public inspection after contract award. No statement shall be made regarding the apparent low proposal.

ii. Electronic procurement platform proposal opening- Proposals shall be received and opened by the Procurement Officer. The amount of each proposal and such other relevant information as may be specified by regulation, together with the name of each proposer shall be recorded; the record and each bid shall be open to public inspection after contract award. No statement shall be made regarding the apparent low proposal.

(e) Bid acceptance and bid evaluation. Bids shall be unconditionally accepted without alteration or correction, except as authorized in this Code. Bids shall be evaluated based on the requirements set forth in the invitation for bids, which may include criteria to determine acceptability such as inspection, testing, quality, workmanship, delivery and suitability for a particular purpose. Those criteria that will affect the bid price and be considered in evaluation for award shall be objectively measurable, such as discounts, transportation costs and total or life cycle costs. The invitation for bids shall set forth the evaluation criteria to be used. In addition to the evaluation criteria set forth in the invitation to bid, the following criteria may be considered, in addition to price:

(1) The ability, capacity and skill of the bidder to perform the contract or provide the service or construction required;

(2) Whether the bidder can perform the contract or provide the service or construction promptly or within the time specified, without delay or interference;

(3) The character, integrity, reputation, judgment, experience and efficiency of the bidder;

(4) The quality of performance of previous contracts or services;

(5) The previous and existing compliance by the bidder with laws and ordinances relating to the contract or service;

(6) The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service or construction;

(7) The quality, availability and adaptability of the supplies, services or construction to the particular use required; and

(8) The ability of the bidder to provide future maintenance and service for the use of the subject of the contract.

(9) The Local Preferences set forth herein.

(f) The proposals shall be evaluated by a Selection Committee in a fair and objective manner consistent with the evaluation criteria and point value assignment. No additional criteria should be added after proposal submission date. The evaluation process is confidential, and all evaluators on the Selection Committee shall sign a document assuring that the process is confidential at all times. Following the contract award, the scoring, without disclosure of the names, positions, or scores of members of the Selection Committee, shall be public record available for inspection in accordance with state statutes.

(g) The Selection Committee shall be composed of three (3), or more, City employees or a maximum of two (2) non-City employees who are a subject matter expert on the subject addressed in the Request for Proposals. The Selection Committee should have at least one (1) member that is not from the using department. If a City Council member is selected or chooses to serve as a member of the Evaluation Committee, the City Council member shall recuse himself/herself from the final approval of the contract.

(1) Each Selection Committee member shall be assigned a number and receive all proposals with a scoring sheet setting forth the scoring criteria with space allowed for comments;

(2) The scoring by the member must be based solely on the selection criteria and not upon any additional information, including any personal knowledge, research, or relationship;

(3) Once each member has individually scored the proposal, the scoring sheets shall be tallied by the Selection Committee and shall be retained by the Procurement Officer;

(4) Based on the combined scores, a decision shall be reduced to writing with a score, and any written justification for the decision;

(5) The results of the scoring by the Selection Committee shall be verified by the Procurement Officer, and the Procurement Officer shall determine the overall highest rated proposal. If any proposer is a verified local business subject to Local Preference, the Procurement Officer shall assign the percentage preference provided by this Article.

(6) The Selection Committee shall ensure, with a maximum degree of professionalism, an objective and fair evaluation of the proposals under the pre-established criteria of the Request for Proposal.

(7) The Selection Committee may submit clarification questions or perform interviews of proposers that are ranked highest during the evaluation.

After interviews are complete, the Selection Committee shall prepare scoring sheets utilizing the process detailed above in Evaluation Factors.

(h) Discussion with responsible offerors and revisions to proposals. As provided in the Request for Proposals, discussions may be conducted with Responsible offerors. Responsible offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals and such revisions may be permitted after submission and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing offerors.

(i) Award. Award shall be made to the lowest priced responsive and responsible bidder whose proposal is determined in writing to be the most advantageous to the City taking into consideration price and the evaluation factors set forth in the Request for Proposals and the additional criteria set forth above. No other factors or criteria shall be used in the evaluation. The contract file shall contain the basis on which the award is made.

Receipt of a singular bid does not automatically require issuance of a new invitation for bids to gain additional bids.

Sec. 4-3-225. Small purchases.

(a) Small purchases. Any procurement not exceeding ten thousand dollars (\$10,000.00) shall require an informal evaluation of price, quality, convenience and service from any source, and the exercise of sound decision-making by the department head based on such information. Public notice or competitive quotes are not necessary. Department heads are authorized to make Small purchases when the amount to be spent is within an approved budget. Department heads shall ensure that:

- (1) The amount of a purchase cannot be divided in an attempt to qualify as a small purchase;
- (2) He or she is responsible for documenting the standard and method of selecting the vendor. The standard shall follow the principles of objective fairness, cost reasonableness, and best use of public funds;
- (3) Local vendors should be considered to the extent that the vendor meets cost reasonableness; and
- (4) All purchases are properly documented and signed via a vendor invoice, purchase order, proof of purchase, purchasing card statement or vendor contract form that will be maintained within the department.

Sec. 4-2-230. Miscellaneous exemptions.

(a) A contract may be awarded for a supply, service or construction item without competition when the Procurement Officer determines in writing that one (1) or more of the following conditions exist:

- (1) There exists only one (1) responsible source;
 - (a) Procurements may be made without competition when the Purchasing Officer reasonably determines, after conducting a good faith review of available sources, that there is only one (1) viable source within the relevant supply area with the exclusive capability to provide for the required supply, service or construction item. The Purchasing Officer shall conduct negotiations, as appropriate, as to price, delivery and terms. A record of sole-source procurements shall be maintained for one (1) year from the date of purchase.

The sole source shall be approved in the following manner:

- (1) The sole source approval shall be made by the Purchasing Officer only after receipt or completion of a written:
 - a) description of the scope of services, work, or specifications,

b) explanation of why no other supplier will be suitable or acceptable to meet the need of the City and why the supplier possesses an exclusive capability not possessed by other suppliers,

c) explanation of how cost reasonableness was determined

d) approval of the Procurement Officer or designee.

(2) The sole source purchase shall meet the requirements of this Article. All sole source purchases in excess of \$25,000 shall be approved by City Council.

(3) Sole Source refers to the supplier, not the product or service. A justification must show that the good or service is only available from a single supplier under the prevailing conditions.

(2) Although there exists more than one (1) responsible source, a competitive process cannot reasonably be used or, if used, will result in a substantially higher cost to the City, will otherwise injure the City's financial interests or will substantially impede the City's administrative functions or the delivery of services to the public or to provide uniform and economical repair and maintenance.

(3) A particular supply or service is required in order to standardize or maintain standardization for the purpose of reducing financial investment or simplifying administration;

(4) The supply is perishable;

(5) The supply qualifies as an object of fine art;

(6) A particular supply is required to match supplies in use;

(7) A particular supply is required to enable use by a specific individual;

(8) A particular supply is prescribed by a professional advisor;

(9) In any case where the City has, within the preceding two (2) years, pursuant to an invitation to bid, awarded a contract for the procurement of any supply, service or construction on a unit price basis, the Procurement Officer may negotiate with the successful bidder for the purchase of additional quantities of the supply, units of service or construction. No such procurement shall be made at a price higher than the previous award.

(b) The Procurement Officer shall submit each determination made under this Section to the City Manager for prior approval.

Sec. 4-3-235. Emergency procurement.

(a) Notwithstanding any other provision of this Article, in the case of an apparent emergency which threatens the public health, welfare or safety requiring the immediate purchase of a supply, service or construction, the City Manager shall have the power to authorize the Procurement Officer to secure the necessary items in the open market without competition up to one hundred thousand dollars (\$100,000.00), and when the purchase cannot reasonably be delayed until one of the following events occur:

(1) A special meeting of the City Council is convened to consider the expenditure, if time allows, or ratify the decision of the Procurement Officer; or

(2) A quorum can be reached where a special meeting call has failed to achieve a quorum.

(b) In no event shall the contract price exceed commercially reasonable prices.

(c) A full written report of the circumstances of all emergency purchases over twenty-five thousand dollars (\$25,000.00) shall be made by the City Manager to the City Council. The report shall be received by the City Council at a regular meeting and such report shall be open to public inspection.

Sec. 4-3-240. Cancellation of invitations for bids or requests for proposals.

An invitation for bids, a Request for Proposals or other solicitation may be canceled or any or all bids or proposals may be rejected in whole or in part as may be specified in the solicitation. The reasons therefor shall be made a part of the contract file.

Receipt of a singular bid does not automatically require cancellation of an invitation to bid or request for proposals and issuance of a new invitation to bid or request for proposals to gain additional bids or proposals.

Sec. 4-3-245. Responsibility of bidders and offerors.

(a) Determination of nonresponsibility. A written determination of nonresponsibility of a bidder or offeror may be made by the Procurement Officer upon reasonable grounds. The unreasonable failure of a bidder or offeror to promptly supply information in connection with an inquiry with respect to responsibility may be grounds for a determination of nonresponsibility with respect to such bidder or offeror.

(b) Disclosure. Pursuant to the Colorado Open Records Act, C.R.S. Section 24-72-200.1 (CORA), any and all of the documents that are submitted to the City may be deemed public records subject to examination and inspection by third parties. The City reserves the right, at its sole discretion, to release for inspection or copying any document, plan, specification, proposal or other writing submitted pursuant to this request.

Sec. 4-3-250. Pre-qualifications of suppliers.

- (a) Prospective suppliers may be pre-qualified for particular types of supplies and services. Solicitation mailing lists of potential contractors shall include but shall not be limited to such pre-qualified suppliers for supplies and services.
- (b) Prospective contractors may be pre-qualified for construction projects. Issuance of the solicitation to pre-qualified contractors shall be limited to the pre-qualified contractors.

Sec. 4-3-255. Bid security.

- (a) Requirement for bid security. When deemed necessary by a department head or the Procurement Officer, bid bonds or other equivalent security shall be required and the invitation for bids or Request for Proposals shall describe the requirements. Bid security shall be a bond provided by a surety company authorized to do business in this state or the equivalent in cash or some other instrument in a form satisfactory to the City.
- (b) Amount of security bid. Bid security shall be in an amount equal to at least five percent (5%) of the amount of the bid.
- (c) Rejection of bids for noncompliance with bid security requirements. When the invitation for bids requires security, noncompliance requires that the bid be rejected unless it is determined that the bid fails to comply in a nonsubstantial manner with the security requirements.
- (d) Withdrawal of bids. After the bids are opened, they shall be irrevocable for the period specified in the invitation for bids, except as provided in Section 4-3-215 (Competitive sealed bidding, correction or withdrawal of bids; cancellation of awards). If a bidder is permitted to withdraw its bid before award, no action shall be had against the bidder or the bid security.
- (e) Forfeiture of security. Unsuccessful bidders or offerors shall be entitled to the return of any cash deposit following the execution of an agreement with the successful bidder. Unless a specific extension is granted in writing, a successful bidder or offeror shall forfeit any bid bond or equivalent security required by the procurement officer upon its failure to enter into a contract within fifteen (15) days after the award.

Sec. 4-3-260. Contract performance and payment bonds.

- (a) When required; amounts.
 - (1) For a contract awarded based on a bonded competitive bid, the individual or company contracting with the City shall be required at the time the contract is executed to deliver to the City a contractor's performance bond or a labor and material payment bond in the amount of one hundred percent (100%) of the contract price, with a good and sufficient surety, for approval by the Procurement Officer. Such contractor shall properly perform work required by the contract on behalf of the City, and shall promptly pay all amounts lawfully

due to all persons supplying or furnishing labor or materials, used or performed in the prosecution of the work provided for in such contract. Further, the contractor shall indemnify and hold the City harmless for all payments or liabilities arising from the execution of the terms of the contract.

(b) When deemed necessary by the Procurement Officer or the City Manager, the following bonds or security shall be delivered to the City and shall become binding on the parties upon the execution of the contract:

(1) A performance bond or other security satisfactory to the City, executed by a surety company authorized to do business in this state; and

(2) A payment bond or other security satisfactory to the City, executed by a surety company authorized to do business in this state, for the protection of all persons supplying labor and material to the contractor or its subcontractors for the performance of the work provided for in the contract.

(3) Amount of bonds or other security. The amount of the performance and payment bonds or other security specified above shall be determined by the City Manager. In determining the amounts required, the City Manager shall weigh the following policy considerations:

(a) It is in the City's interest to ensure that construction projects will be completed according to the contract documents without the City having to expend more than the contract amount.

(b) It is in the City's interest to ensure that payment is made for all labor and materials supplied to City construction projects by contractors and subcontractors.

(c) Certain construction projects may be required by state or federal law to be bonded in a particular manner or in a certain amount.

(d) Phasing of bond amounts should be considered, when appropriate, for projects that are constructed in discrete and identifiable phases.

Sec. 4-3-265. Bond forms and copies.

(a) Bond forms. The City Attorney may determine the form of the bonds required by this Article.

(b) Certified copies of bonds. Any person may request and obtain from the City a certified copy of a bond upon payment of the cost of reproduction of the bond and postage, if any. A certified copy of a bond shall be prima facie evidence of the contents, execution and delivery of the original.

Sec. 4-3-270. Type of contracts.

Any type of contract which will promote the best interests of the City may be used.

Sec. 4-3-275. Multi-term contracts.

(a) Specified period. No contract for supplies, services or construction, including all renewals, shall be made by the City for a period longer than five (5) years, unless authorized by resolution. All contracts extending beyond one (1) year in duration shall be contingent upon and subject to duly enacted appropriations of the City. Contracts for recurring expenditures including, but not limited to, physical maintenance services, snow removal services, electronic data/computer programs and building security systems may be issued for a 3 year term with an option to renew.

(b) Determination prior to use. Prior to the utilization of a multi-year contract, it shall be determined in writing:

- (1) That estimated requirements cover the period of the contract and are reasonably firm and continuing;
- (2) That such a contract will serve the best interests of the City by encouraging effective competition or otherwise promoting economies in City procurement;
- (3) That the contract beyond the first fiscal year shall be expressly contingent upon the annual budgeting and appropriation of sufficient funds on an annual basis or by nonlapsing appropriations; and
- (4) That the contract clearly states that when funds are not appropriated or otherwise made available to support the continuation of the City's performance or obligations in a subsequent fiscal period, the contract shall be canceled.

Sec. 4-3-280. Contract clauses.

The City Attorney may require the inclusion in City contracts of clauses providing for adjustments in prices, time of performance or other contract provisions, as deemed appropriate by the City Attorney and covering the following subjects:

- (1) Liquidated damages as appropriate;
- (2) Bonus to the Contractor for completion of a project earlier than agreed upon;
- (2) Specified excuses for delay or nonperformance;
- (3) Termination of the contract for default;
- (4) Termination of the contract in whole or part for the convenience of the City;
- (5) Non-discrimination;
- (6) Insurance and indemnification requirements;

(7) Notice of the applicability of the City Procurement Code

Sec. 4-3-285. Contract modifications and change orders; fiscal responsibility.

Every contract modification, change order or contract price adjustment under a contract with the City shall be subject to prior written certification by the Procurement Officer as to the effect of the contract modification, change order or adjustment in contract price on the total project budget or the total contract budget.

In the event that the certification discloses a resulting increase in the total project budget and/or the total contract budget, the Procurement Officer shall not execute or make such contract modification, change order or adjustment in contract price unless sufficient funds are available therefore or the scope of the project or contract is adjusted so as to permit the degree of completion that is feasible within the total project budget and/or total contract budget as it existed prior to the contract modification, change order or adjustment in contract price under consideration.

Sec. 4-3-290. Right to inspect plant.

The City may at reasonable times, inspect the part of the plant or place of business of a contractor or any subcontractor which is related to the performance of any contract awarded or to be awarded by the City.

Sec. 4-3-295. Right to audit records.

The City shall be entitled to audit the books and records of a contractor or any subcontractor under any negotiated contract or subcontract other than a firm fixed-price contract to the extent that such books and records relate to the performance of such contract or subcontract. Such books and records shall be maintained by the contractor for a period of three (3) years from the date of final payment under the prime contract and by the subcontractor for a period of three (3) years from the date of final payment under the subcontract, unless a shorter period is otherwise authorized in writing.

Sec. 4-3-300. Finality of determinations.

The determinations required by Subsections 4-3-215(j) (Competitive sealed bidding, correction or withdrawal of bids; cancellation of awards), 4-3-220(a) (Competitive sealed proposals, conditions for use), 4-3-220(g) (Competitive sealed proposals, award), Sections 4-3-230 (Miscellaneous exemption), 4-3-235 (Emergency procurement), Subsections 4-3-245(a) (Responsibility of bidders and offerors, determination of nonresponsibility), 4-3-215(k) (Competitive sealed bidding, award), Sections 4-3-270 (Types of contracts) and 4-3-275 (Multi-term contracts determination prior to use) are final and conclusive unless they are clearly erroneous, arbitrary, capricious or contrary to law as determined by a court of competent jurisdiction.

Sec. 4-3-305. Reporting of anti-competitive practices.

When for any reason collusion or other anti-competitive practices are suspected among any bidders or offerors, a notice of the relevant facts shall be transmitted to the City Attorney.

Sec. 4-3-310. Record of procurement actions taken under Miscellaneous exemptions and Emergency procurement.

The Procurement Officer and City Clerk shall maintain a record listing all contracts made under Section 4-3-230 (Miscellaneous exemption) or Section 4-3-235 (Emergency procurement) for a minimum of three (3) years. The record shall contain:

- (1) Each contractor's name;
- (2) The amount and type of each contract; and
- (3) A listing of the supplies, services or construction procured under each contract.

Division 4-Legal and Contractual Remedies

Sec. 4-3-410. Authority to resolve protested solicitations and awards.

- (a) Right to protest. Any actual or prospective bidder, offeror or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the City Manager. The protest shall be submitted in writing within fourteen (14) days after such aggrieved person knows or should have known of the facts giving rise thereto.
- (b) Authority to resolve protests. The City Manager or his or her designee shall have the authority, prior to the commencement of an action in court concerning the controversy, to settle and resolve a protest of an aggrieved bidder, offeror or contractor, actual or prospective, concerning the solicitation or award of a contract.
- (c) Decision. If the protest is not resolved by mutual agreement, the City Manager, or his or her designee shall promptly issue a decision in writing. The decision shall:
 - (1) State the reason for the action taken; and
 - (2) Inform the protestant of its right to administrative review as provided in this Article.
- (d) Notice of decision. A copy of the decision under Subsection (c) above shall be mailed or otherwise furnished immediately to the protestant and any other party intervening.
- (e) Finality of decision. A decision under Subsection (c) of this Section shall be final and conclusive, unless the protestant appeals administratively to City Council acting as the Procurement Appeals Board.

Sec. 4-3-415. Authority to debar or suspend.

(a) Authority. After reasonable notice to the person involved and reasonable opportunity for that person to be heard, the City Manager, after consultation with the City Attorney, shall have the authority to debar a person for cause from consideration for award of contracts. The debarment shall not be for a period of more than three (3) years. The City Manager, after consultation with the City Attorney, shall also have authority to suspend a person from consideration for award of contracts if there is probable cause for debarment. The suspension shall not be for a period exceeding three (3) months.

(b) Causes for debarment or suspension. The causes for debarment or suspension include the following:

(1) Conviction for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract or in the performance of such contract or subcontract;

(2) Conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property or any other offense indicating a lack of business integrity or business honesty which currently, seriously and directly affects responsibility as a City contractor;

(3) Conviction under state or federal antitrust statutes arising out of the submission of bids or proposals;

(4) Violation of contract provisions, as set forth below, of a character which is regarded by the City Manager to be so serious as to justify debarment action:

(A) Deliberate failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or

(B) A recent record of failure to perform or of unsatisfactory performance in accordance with the terms of one (1) or more contracts; provided that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be a basis for debarment;

(5) Any other cause the City Manager determines to be so serious and compelling as to affect responsibility as a City contractor, including debarment by another governmental entity or failure to pay any municipal fine, fee, business license or permit; and

(6) For violation of the ethical standards set forth in Division 5 (Ethics in Public Contracting).

(c) Decision. The City Manager shall issue a written decision to debar or suspend. The decision shall:

(1) State the reasons for the action taken; and

(2) Inform the debarred or suspended person involved of its right to administrative review as provided in this Code.

(d) Notice of decision. A copy of the decision under Subsection (c) above shall be mailed or otherwise furnished immediately to the debarred or suspended person and any other party intervening.

(e) Finality of decision. A decision under Subsection (c) above shall be final and conclusive, unless the debarred or suspended person appeals administratively to City Council acting as the Procurement Appeals Board.

Sec. 4-3-420. Authority to resolve contract and breach of contract controversies.

(a) Applicability. This Section applies to controversies between the City and a contractor and which arise under or by virtue of, a contract between them. This includes, without limitation, controversies based upon breach of contract, mistake, misrepresentation or other cause for contract modification or rescission.

This Section is not applicable to contracts for construction that have incorporated contract language and/or general conditions that specifically address resolutions methods for these controversies.

(b) Authority. The City Manager or his or her designee is authorized, prior to commencement of an action in a court concerning the controversy, to settle and resolve a controversy described in Subsection (a) above.

(c) Decision. If such a controversy is not resolved by mutual agreement, the City Manager or his or her designee shall promptly issue a decision in writing. The decision shall:

(1) State the reason for the action taken; and

(2) Inform the contractor of its right to administrative review as provided in this code.

(d) Notice of decision. A copy of the decision under Subsection (c) above shall be mailed or otherwise furnished immediately to the contractor.

(e) Finality of decision. The decision under Subsection (c) above shall be final and conclusive, unless the contractor appeals administratively to City Council acting as the Procurement Appeals Board.

(f) Failure to render timely decisions. The City Manager or his or her designee does shall issue the written decision required under Subsection (c) above within one hundred

twenty (120) days after written request for a final decision or within such longer period as may be agreed upon by the parties.

Sec. 4-3-430. Applicability of this Article.

The provisions of this Article apply where it is determined administratively or upon administrative or judicial review, that a solicitation or award of a contract is in violation of law.

Sec. 4-3-435. Remedies prior to award.

If prior to an award it is determined that a solicitation or proposed award of a contract is in violation of law, then the solicitation or proposed award shall be:

- (a) Canceled; or
- (b) Revised to comply with the law.

Sec. 4-3-440. Remedies after an award.

If after an award it is determined that a solicitation or award of a contract is in violation of the law, then:

- (a) If the person awarded the contract has not acted fraudulently or in bad faith:
 - (1) The contract may be ratified and affirmed, provided it is determined that doing so is in the best interests of the City; or
 - (2) The contract may be terminated upon payment of a reasonable profit to the person awarded a contract.
- (b) If the person awarded the contract has acted fraudulently or in bad faith:
 - (1) The contract may be declared null and void; or
 - (2) The contract may be ratified and affirmed if such action is in the best interests of the City, without prejudice to the City's rights to such damages as may be appropriate.

Sec. 4-3-445. Interest.

Interest on amounts ultimately determined to be due to a contractor or the City shall be payable at the statutory rate applicable to judgments from the date the claim arose through the date of decision or judgment, whichever is later.

Sec. 4-3-450. Creation of the Procurement Appeals Board.

The City Council shall act as the Procurement Appeals Board.

Sec. 4-3-455. Decision of the Procurement Appeals Board.

Acting by four (4) or more of its members and with the assistance of the City Attorney, the Procurement Appeals Board shall issue a decision in writing or take other appropriate action on each appeal submitted. A copy of any decision shall be provided to all parties and the City Manager.

Sec. 4-3-450. Jurisdiction of the Procurement Appeals Board.

Unless an action has been initiated previously in court for essentially the same cause of action or unless within fifteen (15) days after the action is brought before the Procurement Appeals Board, written objection is made by either the aggrieved bidder, offeror or contractor, prospective or actual, the board shall have jurisdiction to review and determine de novo:

(a) Any protest of a solicitation or award of a contract addressed to the board by an aggrieved actual or prospective bidder or offeror or a contractor; and

(b) Any appeal by an aggrieved party from a determination by the City Manager or a designee which is authorized by:

(1) Section 4-3-410 (Authority to resolve protested solicitations and awards);

(2) Section 4-3-415 (Authority to debar or suspend); and

(3) Section 4-3-420 (Authority to resolve contracts and breach of contract controversies).

Sec. 4-3-455. Protest of solicitations or awards.

(a) Scope. This Section applies to:

(1) A protest of solicitation or award of a contract addressed to the Procurement Appeals Board by an aggrieved actual or prospective bidder or offeror or a contractor; and

(2) An appeal addressed to the board of a decision under Subsection 4-3-410(c) (Authority to resolve protested solicitations and awards, decision).

(b) Time limitations on filing a protest or an appeal.

(1) For a protest under this Subsection (1), the aggrieved person shall file a protest with the board within fourteen (14) days after the aggrieved person knew or should have known of the facts and circumstances upon which the protest is based.

(2) For an appeal under this Subsection (2), the aggrieved person shall file an appeal within seven (7) days of the receipt of a decision under Subsection 4-3-410(c) (Authority to resolve protested solicitations and awards, decision).

(c) Decision. On any direct protest under Subsection (a)(1) above or appeal under Subsection (a)(2) above, the Board shall promptly decide whether the solicitation or award was in accordance with the Constitution, statutes, regulations and the terms and conditions of the solicitation. The proceedings shall be de novo. Any prior determinations by administrative officials shall not be final or conclusive.

(d) Standard of review for factual issues. A determination of an issue of fact by the board under Subsection (c) above shall be final and conclusive.

Sec. 4-3-460. Suspension or debarment proceedings.

(a) Scope. This Section applies to a review by the Procurement Appeals Board of a decision under Section 4-3-415, (Authority to debar or suspend).

(b) Time limitation on filing an appeal. The aggrieved person shall file its appeal with the board within thirty (30) days of the receipt of a decision under Subsection 4-3-415(c) (Authority to debar or suspend, decision).

(c) Decision. The board shall promptly decide whether or the extent to which, the debarment or suspension was in accordance with the constitution and statutes of the State and the ordinances and best interests of the City and was fair. The proceedings shall be de novo. Any prior determinations by administrative officials shall not be final or conclusive.

(d) Standard of review for factual issues. A determination of an issue of fact by the board under Subsection (c) above shall be final and conclusive.

Sec. 4-3-465. Contract and breach of contract controversies.

(a) Scope. This Section applies to a review by the Procurement Appeals Board of a decision under Section 4-3-420 (Authority to resolve contract and breach of contract controversies).

(b) Time limitation on filing an appeal. The aggrieved contractor shall file its appeal with the board within thirty (30) days of the receipt of the decision under Subsection 4-3-420(c) (Authority to resolve contract and breach of contract controversies, decision).

(c) Decision. The board shall promptly decide the contract or breach of contract controversy. The proceedings shall be de novo. Any prior determination by administrative officials shall not be final or conclusive.

(d) Standard of review for factual issues. A determination of an issue of fact by the board under Subsection (c) above shall be final and conclusive.

Sec. 4-3-470. Finality of a decision on an issue of law.

A determination by the Procurement Appeals Board on an issue of law shall be final and conclusive.

Sec. 4-3-475. Appeal and review of Procurement Appeals Board decisions.

Any person receiving an adverse decision from the Procurement Appeals Board may initiate an appeal to the courts.

Sec. 4-3-480. Discontinuance of contractor's appeal.

After notice of an appeal to the Procurement Appeals Board has been filed, a contractor may not discontinue such appeal without prejudice, except as authorized by the board.

Division 5-Ethics in Public Contracting

Sec. 4-3-510. Definitions of terms used in this Article.

(a) *Confidential information* means any information which is available to an employee only because of the employee's status as an employee of this City and is not a matter of public knowledge or available to the public on request.

(b) *Conspicuously* means written in such special or distinctive format, print or manner that a reasonable person against whom it is to operate ought to have noticed it.

(c) *Direct or indirect participation* means involvement through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity.

(d) *Financial interest* means:

(1) Ownership of any interest or involvement in any relationship from which or as a result of which, a person within the past year has received or is presently or in the future entitled to receive, more than one dollar (\$1.00) per year or its equivalent;

(2) Ownership of such interest in any property or any business as may be specified by the City Council; or

(3) Holding a position in a business such as an officer, director, trustee, partner, employee or the like or holding any position of management.

(e) *Gratuity* means a payment, loan, subscription, advance deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.

(f) *Immediate family* means a spouse, children, parents, brothers or sisters.

(g) *Official responsibility* means direct administrative or operating authority, whether intermediate or final, either exercisable alone or with others, either personally or through subordinates, to approve, disapprove or otherwise direct City action.

(h) *Purchase request* means the document whereby a using agency requests that a contract be entered into for a specified need and may include, but is not limited to, the technical description of the requested item, delivery schedule, transportation, criteria for evaluation, suggested sources of supply and information supplied for the making of any written determination required by this Code.

Sec. 4-3-515. Statement of policy.

Public employment is a public trust. It is the policy of the City to promote and balance the objective of protecting government integrity and the objective of facilitating the recruitment and retention of personnel needed by the City. Such policy is implemented by prescribing essential standards of ethical conduct without creating unnecessary obstacles to entering public service.

Public employees must discharge their duties impartially so as to assure fair, competitive access to governmental procurement by responsible contractors. Moreover, they should conduct themselves in such a manner as to foster public confidence in the integrity of the City procurement organization.

To achieve the purpose of this Article, it is essential that those doing business with the City also observe the ethical standards prescribed herein.

Sec. 4-3-520. General standards of ethical conduct.

(a) General ethical standards for employees. Any attempt to realize personal gain through public employment by conduct inconsistent with the proper discharge of the employee's duties is a breach of a public trust. In order to fulfill this general prescribed standard, employees must also meet the specific standards set forth in this Division 5.

(b) General ethical standards for nonemployees. Any effort to influence any public employee to breach the standards of ethical conduct set forth in this Section and in this Division 5 is also a breach of ethical standards.

Sec. 4-3-525. Employee conflict of interest.

(a) Conflict of interest. Unless a specific exemption is obtained pursuant to this Division 5, it shall be a breach of ethical standards for any employee to participate directly or indirectly in drafting or preparing specifications, obtaining or processing approvals, participating in source selection or contract formation or granting approval for any procurement when the employee knows that:

- (1) The employee or any member of the employee's immediate family has a financial interest pertaining to the procurement;
- (2) A business or organization in which the employee or any member of the employee's immediate family, has a financial interest pertaining to the procurement; or
- (3) Any other person, business or organization with whom the employee or any member of the employee's immediate family is negotiating or has an

arrangement concerning prospective employment is involved in the procurement.

(b) Discovery of actual or potential conflict of interest, disqualification and waiver. Upon the discovery of an actual or potential conflict of interest, an employee shall promptly file a written statement of disqualification and shall withdraw from further participation in the transaction involved. The employee may, at the same time, apply to the City Attorney in accordance with this Division 5 for an advisory opinion as to what further participation, if any, the employee may have in the transaction.

(c) Notice. Notice of this prohibition shall be provided in accordance with regulations promulgated by the finance department.

Sec. 4-3-530. Employee disclosure requirements.

(a) Disclosure of benefit received from contract. Any employee who has or obtains any benefit from, any City contract with a business in which the employee has a financial interest shall report such benefit to the City Attorney; provided, however, this Section shall not apply to a contract with a business where the employee's interest in the business has been placed in a disclosed blind trust or a minority interest in a publicly traded company.

(b) Failure to disclose benefit received. Any employee who knows or should have known of such benefit and fails to report such benefit to the City Attorney, is in breach of the ethical standards of this Section.

(c) Notice. Notice of this requirement shall be provided in accordance with regulations promulgated by City.

Sec. 4-3-535. Gratuities and kickbacks.

(a) Gratuities. It shall be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter pertaining to any program requirement or a contract or subcontract or to any solicitation or proposal therefor.

(b) Kickbacks. It shall be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

(c) Contract clause. The prohibition against gratuities and kickbacks prescribed in this Section shall be conspicuously set forth in every contract and solicitation therefor.

Sec. 4-3-540. Prohibition against contingent fees.

(a) Contingent fees. It shall be a breach of ethical standards for a person to be retained or to retain a person, to solicit or secure a City contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of a bona fide employee, bona fide established commercial selling agencies for the purpose of securing business or a contract for legal services.

(b) Representation of contractor. Every person, before being awarded a City contract, shall represent in writing, that such person has not retained anyone in violation of Subsection (a) above. Failure to do so constitutes a breach of ethical standards.

(c) Contract clause. The representation prescribed in Subsection (b) above shall be conspicuously set forth in every contract and solicitation therefor.

Sec. 4-3-545. Restrictions on employment of present and former employees.

Disqualification of business when an employee has a financial interest. It shall be a breach of ethical standards for a business in which an employee has a financial interest knowingly to act as a principal or as an agent for anyone other than the City, in connection with any:

(1) Judicial or other proceeding, application, request for a ruling or other determination;

(2) Contract;

(3) Claim; or

(4) Charge or controversy, in which the employee either participates personally and substantially through decision, approval, disapproval, recommendation, the rendering of advice, investigation or otherwise under the provisions of this code or which is the subject of the employee's official responsibility under the provisions of this code, where the City is a party or has direct or substantial interest.

Sec. 4-3-550. Use of confidential information.

It shall be a breach of ethical standards for any employee or former employee knowingly to use confidential information for actual or anticipated personal gain or for the actual or anticipated personal gain of another person.

Sec. 4-3-555. Civil and administrative remedies against employees who breach ethical standards.

(a) Existing remedies not impaired. Civil and administrative remedies against employees which are in existence on the effective date of this Code shall not be impaired.

(b) Supplemental remedies. In addition to existing remedies for breach of the ethical standards of this article or regulations promulgated hereunder, the City Manager may impose any one (1) or more of the following:

(1) Oral or written warnings or reprimands;

(2) Suspension with or without pay for a specified period of time; and

(3) Termination of employment.

(c) Right to recover from employee value received in breach of ethical standards. The value of anything received by an employee in breach of the ethical standards of this article or regulations promulgated hereunder shall be recoverable by the City as provided in this Division 5 (Recovery of value transferred or received in breach of ethical standards).

(d) Due process. All procedures under this Section shall be in accordance with due process requirements and existing law. In addition, notice and an opportunity for a hearing shall be provided prior to imposition of any suspension or termination of employment.

Sec. 4-3-560. Civil and administrative remedies against nonemployees who breach ethical standards.

(a) Existing remedies not impaired. Civil and administrative remedies against nonemployees which are in existence on the effective date of this Code shall not be impaired.

(b) Supplemental remedies. In addition to existing remedies for breach of the ethical standards of this article or regulations promulgated hereunder, the City Manager may impose any one (1) or more of the following:

(1) Written warnings or reprimands;

(2) Termination of transactions; and

(3) Debarment or suspension from being a contractor or subcontractor under City contracts.

(c) Right to recover from nonemployee value transferred in breach of ethical standards. The value of anything transferred in a breach of ethical standards of this article or regulations promulgated hereunder by a nonemployee shall be recoverable by the City as provided in this Division 5 (Recovery of value transferred or received in breach of ethical standards).

(d) Right of the City to debar or suspend. Debarment or suspension may be imposed in accordance with the procedures set forth in this Division 5 (Authority to debar or suspend) for breach of the ethical standards of this article, provided that such action may not be taken without the concurrence of the City Attorney.

(e) Due process. All procedures under this Section shall be in accordance with due process requirements, including but not limited to, a right to notice and an opportunity for a hearing prior to imposition of any termination, debarment or suspension from being a contractor or subcontractor under a City contract.

Sec. 4-3-565. Recovery of value transferred or received in breach of ethical standards.

(a) General provisions. The value of anything transferred or received in breach of the ethical standards of this Article or regulations promulgated hereunder by an employee or a nonemployee may be recovered from both the employee and nonemployee.

(b) Recovery of kickbacks by the City. Upon a showing that a subcontractor made a kickback to a prime contractor or a higher tier subcontractor in connection with the award of a subcontract or order thereunder, it shall be conclusively presumed that the amount thereof was included in the price of the subcontract or order and ultimately borne by the City and will be recoverable hereunder from the recipient. In addition, said value may also be recovered from the subcontractor making such kickbacks. Recovery from one (1) offending party shall not preclude recovery from the other offending parties.

Sec. 4-3-570. Opinions and waivers.

(a) Advisory opinions. On written request of employees, the City Manager or City Council, the City Attorney may render advisory opinions regarding the appropriateness of the course of conduct to be followed in proposed transactions. Compliance with requirements of a duly promulgated advisory opinion of the City Attorney shall be deemed to constitute compliance with the ethical standards of this Article.

(b) Waiver. On written request of an employee, with the prior concurrence of the City Manager, the City Council may grant an employee a written waiver from the application of this Division 5 (Employee conflict of interest) and grant permission to proceed with the transaction to such extent and upon such terms and conditions as may be specified. Such waiver and permission may be granted when the interests of the City so require or when the ethical conflict is insubstantial or remote.

Division 6-Supply Management

Sec. 4-3-610. Sale of real and personal property

(a) 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 twenty-five thousand dollars (\$25,000.00) 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 twenty-five thousand dollars (\$25,000.00) 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 twenty-five thousand dollars

(\$25,000.00) 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.



Agenda Item #c.

Agenda Item Name:

Presentation on Police Department Staffing

Presenter:

Tommy Klein, City Manager

Item Description:

Presentation on adding new officer and CSO positions to the Police Department

Recommended Action:

N/A

Fiscal Impact:

The positions are not accounted for in our current budget. The cost of the added positions depends on approval and date of hire. If the positions are approved, the Police Department would see an estimated \$260,559 increase in wages and benefits. Please see the attachment for additional information.

Operational Impact:

If approved, an extra officer would move to the Detective Division to assist with increasing case load. An additional CSO would help expedite addressing community concerns.

Prior Board Motions:

N/A

Background Information:

Traditionally, the Police Department experiences turnover and shortages due to injuries. There has been an increase in cases that require investigation. A CSO position may be required to address citizen concerns expressed in the recent survey.

Executive Summary:

Traditionally, the Police Department experiences turnover and shortages due to injuries. There has been an increase in the number of cases that require investigation by a detective. Some cases are not receiving the attention they require and this affects customer service. When a major case occurs, all other case investigations stop, which results in a backlog. When officers leave the department, require training or suffer injury, we pull the SRO and detective(s) from their normal duties to assist with 911 calls.

Notification Requirements:

N/A

Prepared By:

Tommy Klein, City Manager

Attachments:

1. Police Department

Police Department

Request for New Positions

Summary

Asking Council to consider:

Additional full-time officer

Part-time officer position

Possible addition of a CSO position

Current Status

- Sworn Officers – 22
 - Chief
 - Lieutenant
 - 4 sergeants
 - 4 corporals
 - 8 officer spots *
 - 2 detectives
 - 1 SRO (working line)
- One part-time officer – anticipate he will leave end of 2022

Current Status

- Two CSOs
 - One animal control
 - One code enforcement
 - Monday – Friday, days

Current Status

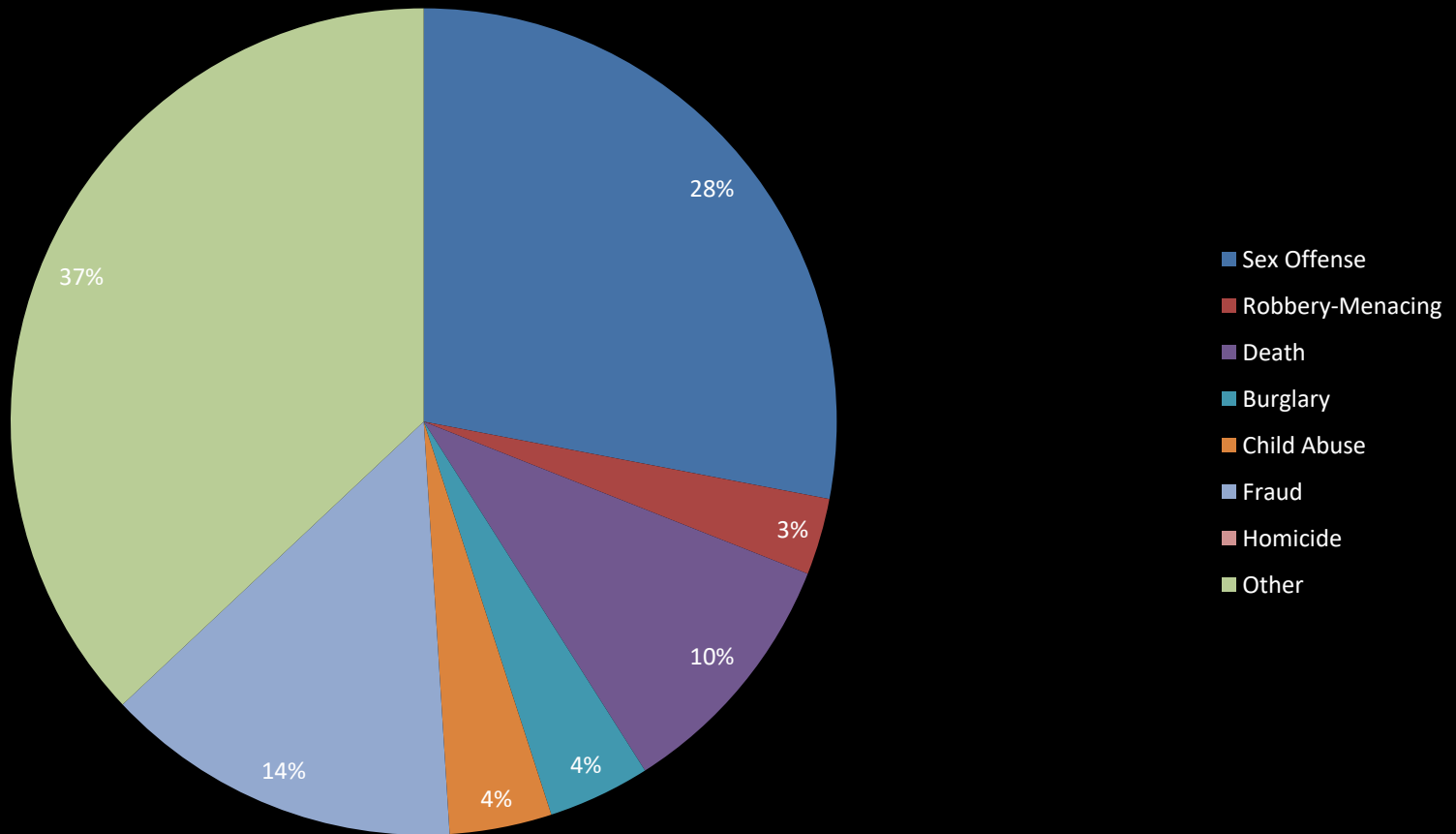
- 9 officer positions – 5 currently working, 1 LD
- One officer currently attending CMC Academy Graduating end of April 14-week FTO
- Two officers will be attending mini academy April 11 – 22, then 14-week FTO
- One opening – processing offer
- We have two officer applicants – one offer in process

Needs

- Change a current officer to part-time with benefits – NG
- Obtain one full-time officer
 - Transfer one current officer to detective, a lateral position

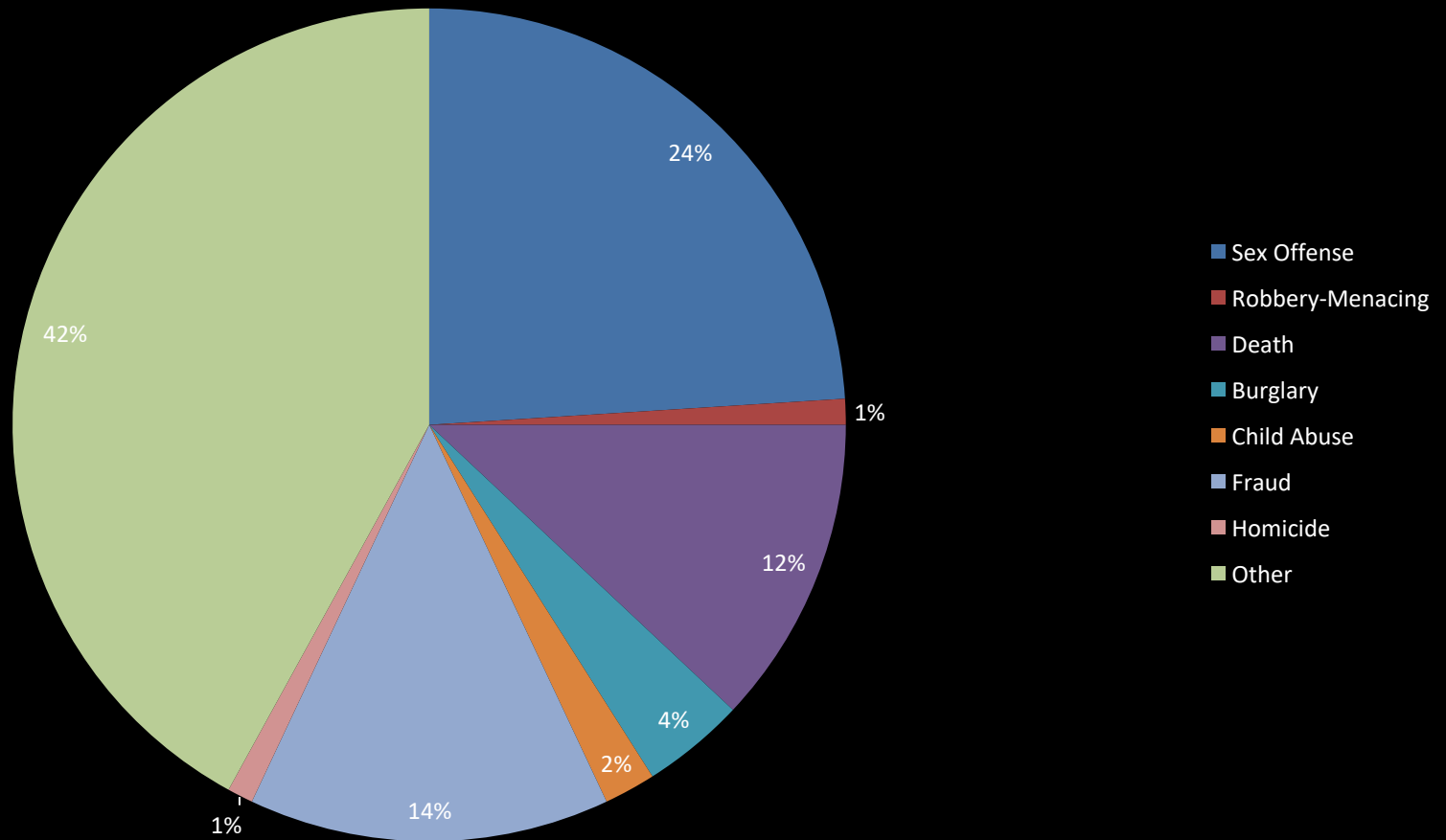
117 Cases in 2020

2020 Investigations



151 Cases in 2021

2021 Investigations



Affects on Service

- SRO has been pulled from the schools due to call volume
- Detectives are reassigned to answering 911 calls when
 - Officers are injured/sick
 - Officers are at training
 - Officers are in court
 - Turnover
- When detectives are reassigned, cases are not worked
- Serious cases require all detectives and other cases are not worked

Costs

- New officer with benefits after training
 - \$96,531
- Transferring current full-time to a part-time with benefits “saves” \$15,738 per year
- Net affect depends on transfer and hire date
- Estimates on Excel sheet

17 Pay Periods

Hire/Transfer Date	Proposed Officer	Proposed Part-time Officer	Current FT	Difference FT to PT	Cost if Approved
15-May	63121	58888	69173	10285	52836
29-May	59408	55424	65104	9680	49728
12-Jun	55695	48496	61035	9075	46620
26-Jun	51982	48496	56966	8470	43512
10-Jul	48269	45032	52897	7865	40404
24-Jul	44556	41568	48828	7260	37296
7-Aug	40843	38104	44759	6655	34188
21-Aug	37130	34640	40690	6050	31080
4-Sep	33417	31176	36621	5445	27972
18-Sep	29704	27712	32552	4840	24864
2-Oct	25991	24248	28483	4235	21756
16-Oct	22278	20784	24414	3630	18648
20-Oct	18565	17320	20345	3025	15540
13-Nov	14852	13856	16276	2420	12432
27-Nov	11139	10392	12207	1815	9324
11-Dec	7426	6928	8138	1210	6216
25-Dec	3713	3464	4069	605	3108

CSO?

- Citizen survey
 - Least satisfied with code enforcement -- 37%
 - Debris and weeds in yards
 - Vehicles in yards observed from street
- 454

CSO?

- Beginning salary (\$22.48) with benefits at \$73,965
- Hire date will determine cost

CSO?

Hire Date	Cost
15-May	48365
29-May	45520
12-Jun	42675
26-Jun	39830
10-Jul	36985
24-Jul	34140
7-Aug	31295
21-Aug	28450
4-Sep	25605
18-Sep	22760
2-Oct	19915
16-Oct	17070
20-Oct	14225
13-Nov	11380
27-Nov	8535
11-Dec	5690
25-Dec	2845

Impact on 2023 Budget if Approved

- Officer \$96,531 at 2184 hours
- PT Officer \$90,063 at 1820 hours
- CSO \$73,965 at 2080 hours
- Total impact on wages and benefits approximately \$260,559

Overall Additional Costs

- Uniforms
- Vehicle
 - CSO will try to use existing truck
- Training
- TASER
- Gun – possibly



Agenda Item #5.a.

Agenda Item Name:

Consider Minutes of the March 16, 2022, Regular Meeting

Presenter:

Misty Williams, City Clerk

Item Description:

Consider Minutes of the March 16, 2022, Regular Meeting

Recommended Action:

Move to approve the minutes of the March 16, 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 March 16, 2022, Regular Meeting

Notification Requirements:

N/A

Prepared By:

Alexis Ramirez, Deputy City Clerk

Attachments:

1. 03.16.2022 DRAFT Minutes



RIFLE CITY COUNCIL

REGULAR MEETING

March 16, 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, Councilor Joe Carpenter, Councilor Alicia Gresley, Councilor Brian Condie, Councilor Chris Bornholdt and Councilor Clint Hostettler.

Councilor Brian Condie motioned to excuse Councilor Sean Strode; seconded by Councilor Clint Hostettler.

Others Present:

City Manager Tommy Klein, City Clerk Misty Williams, Deputy City Clerk Alexis Ramirez, City Attorney Jim Neu, Rifle Community Television (RCTV) Michael Churchill, Chief of Police Debra Funston, Fire Chief Leif Sackett, Fire Marshall Orrin Moon, Planning Director Patrick Waller, Parks and Recreation Director Tom Whitmore, Recreation Program Manager Austin Rickstrew, Senior Center Director Tami Sours, John Kuersten, Jeff Simonson, Abelardo Quintero, Tomasa Quintero and Juan Quintero.

PUBLIC COMMENT

No public comment was heard.

CONSENT AGENDA – CONSIDER APPROVING THE FOLLOWING ITEMS:

- A. Consider Minutes of the March 2, 2022, Regular Meeting
- B. Consider Liquor License Renewal for Ruedi Creek Enterprises, Inc dba Sammy's
- C. Consider the Purchase of Chlorine for Rifle Metro Pool
- D. Consider Habitat for Humanity – Wapiti Commons Final Subdivision Plan and Final Plat – Ordinance No. 3 Series of 2022 – 2nd Reading and Subdivision Improvement Agreement

Councilor Clint Hostettler moved to approve Consent Agenda Items A, B, C, & D; seconded by Councilor Alicia Gresley.

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

Recused - Ed Green

PRESENTATION

Public Safety Information for Rifle Apartments Project

Police Chief Debra Funston, Colorado River Fire Rescue (CRFR) Fire Chief Leif Sackett and CRFR Fire Marshall Orrin Moon presented Public Safety Information for the Rifle Apartments Project requested by Council.

PUBLIC HEARING

Pioneer Mesa Filing 2 – Rezoning and Subdivision Final Plan Request

Mayor Ed Green opened the public hearing.

Applicants John Kuersten and Jeff Simonson were sworn in.

Planning Director Patrick Waller presented request for Pioneer Mesa Filing 2 – Rezoning and Subdivision Final Plan located on the bluff above Pioneer Mesa Subdivision (Filing 1), which is located in West Rifle, accessible from US Highway 6 via Swallow Lane, with the main entrance at the intersection of Pioneer Way and W. 2nd Street (aka County Road 264). Planning Director Waller provided brief background history on the Pioneer Mesa property. The applicant requests approval of a Final Plan and Rezoning to subdivide approximately 28.76 acres into 17 single-family estate lots. The Preliminary/Sketch Plan/Rezoning was approved by Planning Commission on May 25, 2021, with a Condition of Approval that the Final Plan be reviewed by Planning Commission, prior to the City Council review. Planning Commission recommended approval of the Final Plan to City Council at the January 25th, 2022 meeting. Staff recommends approval with referenced conditions.

The applicants explained their plans for Pioneer Mesa Subdivision and answered questions from Council.

No public comments were heard.

Mayor Ed Green closed the public hearing.

Request to Rezone Pioneer Mesa Filing 2 from LDR – PUD to Estates Zone - PUD – Ordinance No. 1, Series of 2022 – 1st Reading

AN ORDINANCE OF THE CITY OF RIFLE, COLORADO, REZONING PIONEER MESA SUBDIVISION, FILING 2 FROM LOW DENSITY RESIDENTIAL PLANNED UNIT DEVELOPMENT (LDR-PUD) TO ESTATE ZONE DISTRICT PLANNED UNIT DEVELOPMENT (EZ-PUD).

Councilor Brian Condie moved to approve Request to Rezone Pioneer Mesa Filing 2 from LDR – PUD to Estates Zone - PUD – Ordinance No. 1, Series of 2022 – 1st Reading as presented and order it to be published as required by charter; seconded by Councilor Chris Bornholdt.

Roll Call: Yes - Brian Condie, Joe Carpenter, Chris Bornholdt, Clint Hostettler, Alicia Gresley and Ed Green. No – None.

Consider Approval of Final Plan for Pioneer Mesa Filing 2 – Ordinance No. 2, Series of 2022 – 1st Reading and Subdivision Improvement Agreement

AN ORDINANCE OF THE CITY OF RIFLE, COLORADO, APPROVING A FINAL SUBDIVISION PLAN AND FINAL SUBDIVISION PLAT FOR PIONEER MESA SUBDIVISION, FILING 2

Councilor Brian Condie moved to approve Final Plan for Pioneer Mesa Filing 2 – Ordinance No. 2, Series of 2022 – 1st Reading and Subdivision Improvement Agreement as presented and order it to be published as required by charter; seconded by Councilor Chris Bornholdt.

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

Hostettler. No – None.

(Acting As Liquor Licensing Authority) Public Hearing – Transfer of Ownership Application to transfer Mariscos JQ, LLC dba Marisco’s JQ’s Hotel and Restaurant Liquor License to Imperio Mexican Restaurant, LLC dba Imperio Mexican Restaurant

Mayor Ed Green opened the public hearing.

Applicants Abelardo Quintero and Juan Quintero were sworn in and presented a Transfer of Ownership application for Imperio Mexican Restaurant, LLC dba Imperio Mexican Restaurant located at 1733 Railroad Avenue, Unit C, Rifle, CO.

City Clerk Misty Williams stated that Imperio Mexican Restaurant LLC dba Imperio Mexican Restaurant submitted a Transfer of Ownership application on December 21, 2021, to transfer the Hotel and Restaurant Liquor License held by Mariscos JQ’s, LLC dba Marisco’s JQ’s to Imperio Mexican Restaurant, LLC dba Imperio Mexican Restaurant. The public hearing for this application was properly noticed, the application is complete, the appropriate fees have been paid and a petition that reflected the neighborhood’s needs and desires was also submitted. A Temporary Permit was issued on December 22, 2021 and is valid through April 20, 2022 or until the Transfer of Ownership is granted by the State of Colorado, whichever comes first. An inspection of the premise will be conducted upon license approval from the State of Colorado. Staff recommends approval of the Transfer of Ownership application for Imperio Mexican Restaurant, LLC dba Imperio Mexican Restaurant with the following conditions; Two counters must be used during events, to keep an accurate count of patrons, At least 10 Responsible Service of Alcohol certified servers must be in attendance at any special event and Applicant will continue to improve the sound mitigation by both actively monitoring volume levels with a decibel meter, as well as installing additional sound deadening panels inside of the restaurant.

The applicants explained their plans for Imperio Mexican Restaurant and answered questions from Council.

No public comments were heard.

Mayor Ed Green closed the public hearing.

Councilor Clint Hostettler moved to approved Transfer of Ownership Application to transfer Mariscos JQ, LLC dba Marisco’s JQ’s Hotel and Restaurant Liquor License to Imperio Mexican Restaurant LLC dba Imperio Mexican Restaurant with Staff referenced conditions; seconded by Council Joe Carpenter. Roll Call: Yes – Ed Green, Alicia Gresley, Joe Carpenter, Clint Hostettler, Chris Bornholdt and Brian Condie. No – None.

REGULAR AGENDA

Consider Modification of Premises for City of Rifle dba Ute Theatre and Events Center

City Clerk Misty Williams presented the application for a Temporary Modification of Premises for City of Rifle dba Ute Theatre and Events Center. City Clerk Williams stated application is complete and the fees have been paid. Parks and Recreation Director Tom Whitmore explained how the temporary modification would be executed; by closing a portion of 4th Street during outdoor concert events at the Ute Theatre. The temporary modification of premises would be valid until December 31, 2022. This temporary modification would allow for the Ute Theatre to increase the size of are licensed for the consumption of alcohol.

Parks and Recreation Director Whitmore answered questions from council.

Councilor Clint Hostettler moved to approve temporary modification of premises for the City of Rifle dba Ute Theatre and Events Center; seconded by Councilor Brian Condie.

Roll Call: Yes - Chris Bornholdt, Ed Green, Clint Hostettler, Alicia Gresley, Brian Condie and Joe Carpenter. No - None.

Receive Update on RFTA Refund 2021 – Senior Transportation

Senior Center Director Tami Sours provided an update on the 2021 RFTA Refund. This will be the fifth year over the past seven years that RFTA has issued refunds to the municipalities that are a part of the seven-party MOU for senior services. RFTA has issued the figures for the 2021 refund for a total of \$140,479.26 with a \$26,278.96 refund for the City of Rifle. Staff requests approval to allocate the 2021 RFTA refund to The City of Rifle of \$ 26,278.96 towards the General Fund for Traveler services.

Councilor Clint Hostettler moved to approve the allocation of the 2021 RFTA refund of \$26,278.96 towards the General Fund for Traveler services; seconded by Councilor Chris Bornholdt.

Roll Call: Yes - Alicia Gresley, Joe Carpenter, Brian Condie, Chris Bornholdt, Clint Hostettler and Ed Green. No - None.

Consider Approval of Senior Center Advisory Board Members

Senior Center Director Tami Sours presented the request to approve the Senior Center Advisory Board members. The Senior Center Advisory Board has voted for three new members to serve a three-year term. The three seniors being asked for appointments are current residents of the City of Rifle. They are very active and participate in Senior Center events, lunches and activities. Staff requests approval to appoint Senior Center Advisory Board Members Lois Scriptor, Dianna Taylor and Betty Clifford to serve three year terms.

Councilor Clint Hostettler moved to approve appointments of the Senior Center Advisory Board Members Lois Scriptor, Dianna Taylor and Betty Clifford to three year terms; seconded by Councilor Alicia Gresley.

Roll Call: Yes - Alicia Gresley, Chris Bornholdt, Brian Condie, Clint Hostettler, Ed Green and Joe Carpenter. No – None.

Consider Purchase Request for New John Deere Wheel Loader

Public Works Director Brian Prunty and O&M Supervisor Colton Secary presented request to purchase a New John Deere Wheel Loader. The new loader will help meet the reliable heavy equipment needs, reduce costs for repair and maintenance for the next 10 years. Staff recommends approval of Purchase Request for a new John Deer Wheel Loader from Honnen Equipment Co. for the amount of \$158,526.00.

Councilor Alicia Gresley moved to approve purchase request for a New John Deere Wheel Loader in the amount of \$158,526.00; seconded by Councilor Joe Carpenter.

Roll Call: Yes - Clint Hostettler, Brian Condie, Joe Carpenter, Chris Bornholdt, Alicia Gresley, and Ed Green. No - None.

Report to City Manager

Reports were heard from City Manager Tommy Klein, Chief of Police Debra Funston and Public Works Director Brian Prunty.

Comments from Mayor and Council

Comments were heard from Councilor Chris Bornholdt.

Adjournment

Meeting adjourned at 9:04 p.m.

Misty Williams
City Clerk

Ed Green
Mayor



Agenda Item #5.b.

Agenda Item Name:

Consider Liquor License Renewal for Western Slope Investments dba Wing Nutz Bar and Grill

Presenter:

Misty Williams, City Clerk

Item Description:

Consider Liquor License Renewal for Western Slope Investments dba Wing Nutz Bar and Grill

Recommended Action:

Move to approve the Liquor License Renewal for Western Slope Investments dba Wing Nutz Bar and Grill

Fiscal Impact:

None

Operational Impact:

None

Prior Board Motions:

None

Background Information:

Western Slope Investments dba Wing Nutz Bar and Grill located at 2178 Railroad Ave, Rifle, CO has submitted a Hotel & Restaurant Liquor License Renewal Application.

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

Executive Summary:

None

Notification Requirements:

None

Prepared By:

Alexis Ramirez, Deputy City Clerk

Attachments:

1. 2022 Redacted Wing Nutz Renewal Liquor License Appl-

RECEIVED

MAR 21 2022

City Clerk
City of Rifle

Submit to Local Licensing Authority

WING NUTZ BAR AND GRILL
PO BOX 586
New Castle CO 81647

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

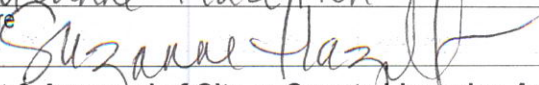
Please verify & update all information below

Return to city or county licensing authority by due date

Licensee Name WESTERN SLOPE INVESTMENTS		Doing Business As Name (DBA) WING NUTZ BAR AND GRILL	
Liquor License # 15-41524-0000	License Type Hotel & Restaurant	Sales Tax License # 15415240000	Expiration Date 04/11/2022
Business Address 2178 RAILROAD AVE Rifle CO 81650			Due Date 02/25/2022
Mailing Address PO BOX 586 New Castle CO 81647			Phone Number 9709840193
Operating Manager Grady Hazelton	Date of Birth	Email Shazelton1@hotmail.com	
Home Address			
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. 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			
3b. 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			
4. 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			
5. 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			
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 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			
7. 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	Title
Suzanne Hazelton	Vice President
Signature	Date
	3/15/22

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, Suzanne Hazelton, am signing this Tax Check Authorization, Waiver and Request to Release Information (hereinafter "Waiver") on behalf of Western Slope Investments (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>Western Slope Investments Corp dba Wing Nutz Bar and Grill</u>		Social Security Number/Tax Identification Number <u>20-2054112</u>	
Address <u>PO Box 586</u>			
City <u>New Castle</u>		State <u>CO</u>	Zip <u>81647</u>
Home Phone Number <u>(970) 984-0213</u>		Business/Work Phone Number <u>(970) 618-0193</u>	
Printed name of person signing on behalf of the Applicant/Licensee <u>Suzanne Hazelton</u>			
Applicant/Licensee's Signature (Signature authorizing the disclosure of confidential tax information) <u>Suzanne Hazelton</u>			Date signed <u>3/15/22</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).

Name of Establishment: Wing Nutz Bar and Grill

Employee Name	Trainer/Training Company Name	Date Certificate Expires
Samuel Orgill	Tom Regan Responsible Vendor Training	2/21/25
Gisel Serrano		2/21/25
Megan Hart		8/11/24
Samantha Arvelo		8/11/24
Madison Teter		2/21/25
Chyanna Gonzalez		2/21/25
Leslie Steele		8/14/24
Kaydance Morrisk-Flint		2/21/25
Megan Stanek		4/10/24
Desirae Danielson		12/3/22

Information about untrained employees or employees with expired certificates:

Employee Name	Manager (yes or no)	Date Hired	Date That Training Will Occur

OATH OF APPLICANT

I declare under penalty of perjury in the second degree that this Verification of Responsible Serving/Selling of Alcohol Training is true, correct, and complete to the best of my knowledge. I also acknowledge that it is my responsibility and the responsibility of my agents and employees to comply with the provisions of the Colorado Liquor or Beer Code and the Rifle Municipal Code which affect my license.

Suzanne Hazelt
Applicant

3/21/22
Date

Attach additional sheets if necessary. Return this form with your Application.

This certificate is presented to

Samuel Orgill

For passing Responsible Service of Alcohol training

Test name: Winter Alcohol Test

Score: 17 / 20 85%

This certificate is valid for three years from this date: Mon 21st Feb 2022

**Tom Regan
Certified RSOA Instructor**

Tom Regan Responsible Service of Alcohol training

This certificate is presented to

Gisel Serrano

For passing Responsible Service of Alcohol training

Test name: Winter Alcohol Test

Score: 17 / 20 85%

This certificate is valid for three years from this date: Mon 21st Feb 2022

**Tom Regan
Certified RSOA Instructor**

ALHJULANSI-NBQBNJBIH-YTGJDUWJG

This certificate is presented to

Megan Hart

For passing Responsible Service of Alcohol training

Test name: Responsible Service of Alcohol

Score: 38 / 39 97.4%

This certificate is valid for three years from this date: Wed 11th Aug 2021

**Tom Regan
Certified RSOA Instructor**

CLRVVYSNVV-KVIIIZIISG-XSWXMXWVRS

This certificate is presented to

Samantha Arvelo

For passing Responsible Service of Alcohol training

Test name: Responsible Service of Alcohol

Score: 37 / 39 94.9%

This certificate is valid for three years from this date: Wed 11th Aug 2021

**Tom Regan
Certified RSOA Instructor**

CLRVYYSNPS-KV7IZJHQ-QXSWXMXWCCCC

This certificate is presented to

Madison Teter

For passing Responsible Service of Alcohol training

Test name: Winter Alcohol Test

Score: 19 / 20 95%

This certificate is valid for three years from this date: Mon 21st Feb 2022

**Tom Regan
Certified RSOA Instructor**

COPY BY SA ALCOHOL SO ASPRMTY

Tom Regan Responsible Vendor Training

This certificate is presented to

Chyanna Gonzalez

For passing Responsible Service of Alcohol training

Test name: Winter Alcohol Test

Score: 20 / 20 100%

This certificate is valid for three years from this date: Mon 21st Feb 2022

**Tom Regan
Certified RSOA Instructor**

JLHJRJLTKPJ-NBQBKTQN-YDGJJJWTTJ

This certificate is presented to

Leslie Steele

For passing Responsible Service of Alcohol training

Test name: Responsible Service of Alcohol

Score: 34 / 39 87.2%

This certificate is valid for three years from this date: Sat 14th Aug 2021

**Tom Regan
Certified RSOA Instructor**

This certificate is presented to

Kaydance Morrick- Flint

For passing Responsible Service of Alcohol training

Test name: Winter Alcohol Test

Score: 18 / 20 90%

This certificate is valid for three years from this date: Mon 21st Feb 2022

**Tom Regan
Certified RSOA Instructor**

JLHRLTKSJ-NBQBK TBN-YDGDJW TGG

Tom Regan Responsible Vendor Training

This certificate is presented to

Megan Stanek

For passing Responsible Service of Alcohol training

Test name: Responsible Service of Alcohol

Score: 32 / 35 91.4%

This certificate is valid for three years from this date: Sat 10th Apr 2021

**Tom Regan
Certified RSOA Instructor**

TL LZ TLHZGL-HTQMTPYW-RPDHKJRRHJ

Tom Regan Responsible Vendor Training

Responsible Service of Alcohol Certificate

This certificate is awarded to:

Desirae Danielson

For completing the course and passing the test for:

COLORADO RESPONSIBLE SERVICE OF ALCOHOL



December 3, 2019

Tom Regan / Certified Instructor

Expires 3 years from above date

Score 37/40 93%

This certificate is valid in the State of Colorado Only





Agenda Item #5.c.

Agenda Item Name:

Consider Permanent Modification of Premises for Rolling Fork Grill, LLC dba Brickhouse Pizzeria

Presenter:

Misty Williams, City Clerk

Item Description:

Consider Permanent Modification of Premises for Rolling Fork Grill, LLC dba Brickhouse Pizzeria

Recommended Action:

I move to approve the Permanent Modification of Premises for Rolling Fork Grill, LLC dba Brickhouse Pizzeria

Fiscal Impact:

None

Operational Impact:

None

Prior Board Motions:

None

Background Information:

Rolling Fork Grill, LLC dba Brickhouse Pizzeria located at 100 East 3rd Street, Rifle, CO has submitted a Permanent Modification of Premises Application.

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

The patio area in front of Brickhouse was originally set up as part of the COVID-19 temporary premise modification. This modification of premises application would make the patio a permanent part of their licensed premise.

Executive Summary:

None

Notification Requirements:

None

Prepared By:

Misty Williams, City Clerk

Attachments:

1. 2022 Brickhouse Modification of Premise
2. Brickhouse Exhibit A

Permit Application and Report of Changes

All Answers Must Be Printed in Black Ink or Typewritten

1. Applicant is a ☐ Corporation ☐ Individual ☐ Partnership ☒ Limited Liability Company		License Number 0305338	
2. Name of Licensee Rolling Fork Grill LLC		3. Trade Name of Establishment (DBA) Brickhouse Pizzeria	
4. Address of Premises (specify exact location of premises) 100 EAST THIRD ST		5. Business Email Address brickhouse-pizzeria@outlook.com	
City RIFLE	County GARFIELD	State CO	ZIP 81650 Business Phone Number 970-625-1222
SELECT THE APPROPRIATE SECTION BELOW AND PROCEED TO THE INSTRUCTIONS ON PAGE 2.			
Section A – Manager Reg/Change		Section C	
☐ Manager's Registration (Hotel & Restr.) \$75.00 ☐ Manager's Registration (Tavern) \$75.00 ☐ Manager's Registration (Lodging & Entertainment) \$75.00 ☐ Change of Manager (Other Licenses pursuant to section 44-3-301(8), C.R.S.) NO FEE		☐ Retail Warehouse Storage Permit (ea) \$100.00 ☐ Wholesale Branch House Permit (ea) \$100.00 ☐ Change Corp. or Trade Name Permit (ea) \$50.00 ☐ Change Location Permit (ea) \$150.00 ☐ Winery/Limited Winery Noncontiguous or Primary Manufacturing Location Change \$150.00 ☒ Change, Alter or Modify Premises \$150.00 x Total Fee: ☐ Addition of Optional Premises to Existing H/R \$100.00 x Total Fee: ☐ Addition of Related Facility to an Existing Resort or Campus Liquor Complex \$160.00 x Total Fee: ☐ Campus Liquor Complex Designation No Fee ☒ Sidewalk Service Area \$75.00	
Section B – Duplicate License			
☐ Duplicate License \$50.00			

Do Not Write in This Space – For Department of Revenue Use Only			
Date License Issued	License Account Number	Period	
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 of Revenue may collect the payment amount directly from your bank account electronically.		TOTAL AMOUNT DUE \$ 150.00	150.00

Instruction Sheet

For All Sections, Complete Questions 1-5 Located on Page 1

☐ **Section A**

To Register or Change Managers, check the appropriate box in section A and complete question 9 on page 4. Proceed to the Oath of Applicant for signature. Submit to State Licensing Authority for approval.

☐ **Section B**

For a Duplicate license, be sure to include the liquor license number in section B on page 1 and proceed to page 5 for Oath of Applicant signature.

☐ **Section C**

Check the appropriate box in section C and proceed below.

- 1) **For a Retail Warehouse Storage Permit**, go to page 3 complete question 5 (be sure to check the appropriate box). Submit the necessary information and proceed to page 5 for Oath of Applicant signature. Submit to State Licensing Authority for approval.
- 2) **For a Wholesale Branch House Permit**, go to page 3 and complete question 5 (be sure to check the appropriate box). Submit the necessary information and proceed to page 5 for Oath of Applicant signature. Submit to State Licensing Authority for approval.
- 3) **To Change Trade Name or Corporation Name**, go to page 3 and complete question 6 (be sure to check the appropriate box). Submit the necessary information and proceed to page 5 for Oath of Applicant signature. Retail Liquor License submit to Local Liquor Licensing Authority (City or County). Manufacturer, Wholesaler and Importer's Liquor Licenses submit to State Liquor Licensing Authority.
- 4) **To modify Premise, or add Sidewalk Service Area**, go to page 4 and complete question 10. Submit the necessary information and proceed to page 5 for Oath of Applicant signature. Retail Liquor License submit to Local Liquor Licensing Authority (City or County). Manufacturer, Wholesaler and Importer's Liquor Licenses submit to State Liquor Licensing Authority.
- 5) **For Optional Premises** go to page 4 and complete question 10. Submit the necessary information and proceed to page 5 for Oath of Applicant signature. Retail Liquor License submit to Local Liquor Licensing Authority (City or County).
- 6) **To Change Location**, go to page 3 and complete question 7. Submit the necessary information and proceed to page 5 for Oath of Applicant signature. Retail Liquor License submit to Local Liquor Licensing Authority (City or County). Manufacturer, Wholesaler and Importer's Liquor Licenses submit to State Liquor Licensing Authority.
- 7) **Winery/Limited Winery Noncontiguous or Primary Manufacturing Location Change**, go to page 4, and complete question 8. Use this section to make a current Noncontiguous Manufacturing Location into a Primary Manufacturing Location, or a Primary Manufacturing Location into a Noncontiguous Manufacturing Location. To be eligible for a Winery/Limited Winery Noncontiguous or Primary Manufacturing Location Change, you must be a Colorado state licensed manufacturer of vinous liquor pursuant to section 44-3-402 or 44-3-403, C.R.S.
- 8) **Campus Liquor Complex Designation**, go to page 5 and complete question 11. Submit the necessary information and proceed to page 5 for Oath of Applicant signature.
- 9) **To add another Related Facility** to an existing Resort or Campus Liquor Complex, go to page 5 and complete question 12.

Storage Permit	5. Retail Warehouse Storage Permit or a Wholesalers Branch House Permit ☐ Retail Warehouse Permit for: ☐ On-Premises Licensee (Taverns, Restaurants etc.) ☐ Off-Premises Licensee (Liquor stores) ☐ Wholesalers Branch House Permit Address of storage premise: _____ City _____, County _____ ZIP _____ Attach a deed/lease or rental agreement for the storage premises. Attach a detailed diagram of the storage premises.				
Change Trade Name or Corporate Name	6. Change of Trade Name or Corporation Name ☐ Change of Trade name/DBA only ☐ Corporate Name Change (Attach the following supporting documents) 1. Certificate of Amendment filed with the Secretary of State, or 2. Statement of Change filed with the Secretary of State, <u>and</u> 3. Minutes of Corporate meeting, Limited Liability Members meeting, Partnership agreement. <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 5px;"> <tr> <td style="width: 50%; padding: 2px;">Old Trade Name</td><td style="width: 50%; padding: 2px;">New Trade Name</td></tr> <tr> <td style="padding: 2px;">Old Corporate Name</td><td style="padding: 2px;">New Corporate Name</td></tr> </table>	Old Trade Name	New Trade Name	Old Corporate Name	New Corporate Name
Old Trade Name	New Trade Name				
Old Corporate Name	New Corporate Name				
Change of Location	7. Change of Location NOTE TO RETAIL LICENSEES: An application to change location has a local application fee of \$750 payable to your local licensing authority. You may only change location within the same jurisdiction as the original license that was issued. Pursuant to 44-3-311(1) C.R.S. Your application must be on file with the local authority thirty (30) days before a public hearing can be held. Date filed with Local Authority _____ Date of Hearing _____ (a) Address of current premises _____ City _____ County _____ ZIP _____ (b) Address of proposed New Premises (Attach copy of the deed or lease that establishes possession of the premises by the licensee) Address _____ City _____ County _____ ZIP _____ (c) New mailing address if applicable. Address _____ City _____ County _____ State _____ ZIP _____ (d) Attach detailed diagram of the premises showing where the alcohol beverages will be stored, served, possessed or consumed. Include kitchen area(s) for hotel and restaurants.				

Winery/Limited Winery Noncontiguous or Primary Manufacturing Location Change	8. Winery/Limited Winery Noncontiguous or Primary Manufacturing Location Change Select the option that applies to your situation: ☐ Make a current Primary Manufacturing Location (Location 1) into a Noncontiguous Location (Location 2); or ☐ Make a current Noncontiguous Manufacturing Location (Location 1) into a Primary Manufacturing Location (Location 2). (a) Address of Location 1: _____ City _____ County _____ ZIP _____ (b) Address of Location 2: _____ City _____ County _____ ZIP _____
Change of Manager	9. Change of Manager or to Register the Manager of a Tavern, Hotel and Restaurant, Lodging & Entertainment liquor license or licenses pursuant to section 44-3-301(8), C.R.S. (a) Change of Manager (attach Individual History DR 8404-I H/R, Tavern and Lodging & Entertainment only) Former manager's name _____ New manager's name _____ (b) Date of Employment _____ Has manager ever managed a liquor licensed establishment? ☐ Yes ☐ No Does manager have a financial interest in any other liquor licensed establishment? ☐ Yes ☐ No If yes, give name and location of establishment _____
Modify Premises or Addition of Optional Premises, Related Facility, or Sidewalk Service Area	10. Modification of Premises, Addition of an Optional Premises, Addition of Related Facility, or Addition of a Sidewalk Service Area NOTE: Licensees may not modify or add to their licensed premises until approved by state and local authorities. (a) Describe change proposed <u>Add sidewalk + patio service to be utilized. No construction</u> (b) If the modification is temporary, when will the proposed change: Start _____ (mo/day/year) End _____ (mo/day/year) NOTE: THE TOTAL STATE FEE FOR TEMPORARY MODIFICATION IS \$300.00 (c) Will the proposed change result in the licensed premises now being located within 500 feet of any public or private school that meets compulsory education requirements of Colorado law, or the principal campus of any college, university or seminary? (If yes, explain in detail and describe any exemptions that apply) ☐ Yes ☒ No (d) Is the proposed change in compliance with local building and zoning laws? ☒ Yes ☐ No (e) If this modification is for an additional Hotel and Restaurant Optional Premises has the local authority authorized by resolution or ordinance the issuance of optional premises? ☐ Yes ☒ No (f) Attach a diagram of the current licensed premises and a diagram of the proposed changes for the licensed premises. (g) Attach any existing lease that is revised due to the modification. (h) For the addition of a Sidewalk Service Area per Regulation 47-302(A)(4), 1 C.C.R. 203-2, include documentation received from the local governing body authorizing use of the sidewalk. Documentation may include but is not limited to a statement of use, permit, easement, or other legal permissions.

Campus Liquor Complex Designation	11. Campus Liquor Complex Designation An institution of higher education or a person who contracts with the institution to provide food services (a) I wish to designate my existing _____ Liquor License # _____ to a Campus Liquor Complex ☐ Yes ☐ No
Additional Related Facility	12. Additional Related Facility To add a Related Facility to an existing Resort or Campus Liquor Complex, include the name of the Related Facility and include the address and an outlined drawing of the Related Facility Premises. (a) Address of Related Facility _____ (b) Outlined diagram provided ☐ Yes ☐ No

Oath of Applicant		
I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information therein is true, correct, and complete to the best of my knowledge		
Signature 	Print name and Title Jason Hagens President	Date 3-31-22
Report and Approval of LOCAL Licensing Authority (CITY / COUNTY)		
The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the applicable provisions of Title 44, Articles 4 and 3, C.R.S., as amended. Therefore, This Application is Approved.		
Local Licensing Authority (City or County)		Date filed with Local Authority
Signature	Title	Date
Report of STATE Licensing Authority		
The foregoing has been examined and complies with the filing requirements of Title 44, Article 3, C.R.S., as amended.		
Signature	Title	Date

New Image | Brickhouse

Restaurant Entrance

11.5 ft
walking
path

13.5 ft

15 ft

Street

14.5 ft

7.5 ft

Street
Light

28 ft

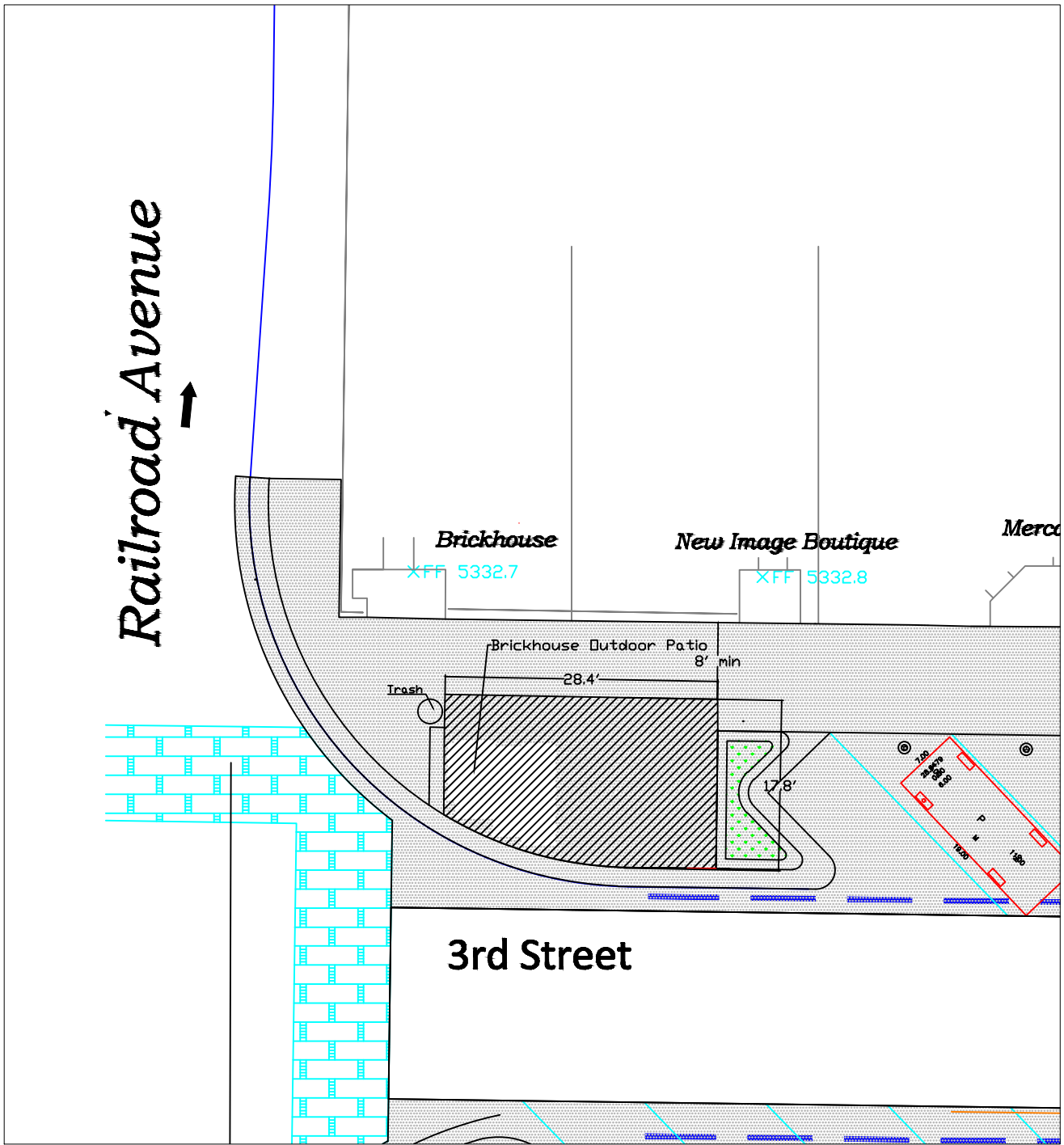
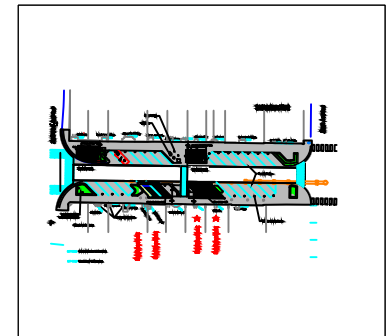


Exhibit A Brickhouse Revocable Lease Agreement



1	For Review	3/30/22
No.	Revision/Issue	Date



Project Brickhouse	Sheet 01
Date 3/30/22	
Scale NTS	



Agenda Item #5.d.

Agenda Item Name:

Consider Buy Back of Cemetery Spaces

Presenter:

Michelle Duran, Finance Director

Item Description:

The owner of 4 spaces who lives in Nebraska has no intention of using the spaces. The cemetery needs more spaces, so we recommend buying these back from the owner at the original purchase price, \$2,348 for 4 spaces (\$587 ea.)

Recommended Action:

Move to approve the purchase of 4 cemetery spaces, for a total amount of \$2,348

Fiscal Impact:

None

Operational Impact:

None

Prior Board Motions:

None

Background Information:

Code allows purchase back of grave spaces at original purchase price.

Executive Summary:

Recommend buy back of these spaces to increase the availability of grave spaces in Rose Hill Cemetery.

Notification Requirements:

None

Prepared By:

Michelle Duran, Finance Director

Attachments:

1. Cemetery deed of conveyance

ROSE HILL CEMETERY
DEED OF CONVEYANCE

I Rosalee Shaw, daughter of Caroline Hass (Deceased), whose address is 15252 Lisa Plaza, Omaha, NE 68137, for the consideration of \$ 2348.00 (4 spaces \$587.00 each) hereby transfers, sells and conveys to

CITY OF RIFLE

Whose address is 202 Railroad Ave, Rifle, CO 81650, Space(s) 0, 1, 2 & 3 in Block 7, Lot 17, of the Rose Hill Cemetery, in the City of Rifle, County of Garfield and State of Colorado, as shown on the official maps and plats thereof, and warrants the title to the same; and also warrants that the space(s) have not been used for the burial of any person.

Signatures: Rosalee Shaw

STATE OF Nebraska)
COUNTY OF Douglas) ss.

The foregoing deed was subscribed and sworn to before me this 22nd day of March, 2022 by Rosalee Shaw.

Witness my hand and official seal;

Jenny Bandigan
Notary Public



Apr. 17, 2025

My commission expires

CERTIFICATE OF CONSENT

The consent of the City Council to this transfer was granted by resolution adopted at a regular meeting held on _____, as required by Section 11-7-60 of the Rifle Municipal Code.

CITY OF RIFLE, COLORADO

(City Seal)

Mayor

CERTIFICATE OF RECORDING

This transfer was duly recorded on the records of the Rose Hill Cemetery on this _____ day of _____, 20____.

CITY OF RIFLE, COLORADO

(City Seal)

City Clerk



Agenda Item #5.e.

Agenda Item Name:

Consider Letter of Support for Raise Grant - Rifle Park and Ride Relocation

Presenter:

Patrick Waller, Planning Director

Item Description:

MOVE Western Slope is a joint federal grant being submitted by the local CDOT district including projects in Grand Junction, Rifle and Glenwood Springs. The Rifle specific project is for the construction of the new Park and Ride development and associated land swap.

Recommended Action:

Approve letter of support for the Multimodal Options for a Vibrant, Equitable (MOVE) Western Slope: The Westward Three project

Fiscal Impact:

If the grant funding is approved by the US Department of Transportation, there will be a City of Rifle match for the project.

Operational Impact:

N/A

Prior Board Motions:

The City provided a letter of support for the project last year.

Background Information:

The City of Rifle has previously identified the Park and Ride relocation and property swap as an economic development opportunity as well as a benefit to citizens who rely on public transportation.

Executive Summary:

This is the second year that the City of Rifle has been involved in the RAISE Grant application. This year's project includes a regional grant request from the City of Grand Junction, RFTA and the City of Rifle.

Notification Requirements:

None

Prepared By:

Patrick Waller, Planning Director

Attachments:

1. Rifle City Council - Letter of Support - Raise Grant



April 6, 2022

The Honorable Pete Buttigieg, Secretary
U.S. Department of Transportation
1200 New Jersey Avenue, SE
Washington, DC 20590

RE: Support for the Multimodal Options for a Vibrant, Equitable (MOVE) Western Slope: The Westward Three proposal for US DOT RAISE grant funding

Dear Secretary Buttigieg:

As Mayor for the City of Rifle, I write on behalf of City Council to express our strong support for the Colorado Department of Transportation's (CDOT) Multimodal Options for a Vibrant, Equitable (MOVE) Western Slope: The Westward Three project, which will advance a regional approach to improving multimodal network connectivity in rural communities along the I-70 corridor in Western Colorado. The Rifle Park-n-Ride Expansion project, along with the other projects included in the MOVE Western Slope initiative, will make travel safer, more accessible, and more active in the City of Rifle and across the Western Slope.

The City of Rifle values the inclusion of Rifle Park-n-Ride project in the MOVE: Westward Three project because a large percentage of Rifle residents commute along the I-70 corridor daily. Expanding the Rifle Park-n-Ride will enable a greater percentage of commuters to easily access mass transportation which will in turn help ease congestion on I-70 during peak commute times and lower carbon emissions. This project also aligns with the comprehensive development plan for this area which sits at the entrance to the central business district. In addition, Rifle City Council supports CDOT's regional approach to multimodal transportation improvements on the Western Slope because our region's transportation, economy, housing, and workforce needs transcend municipal boundaries and pooling resources and solutions deliver stronger results for our communities.

The Rifle City Council is committed to being an active partner of the MOVE Western Slope project in any way necessary for the success of the project. We whole-heartedly support this project and request USDOT to prioritize RAISE grant funding for this worthy proposal.

Sincerely,

Ed Green, Mayor
City of Rifle



Agenda Item #5.f.

Agenda Item Name:

Consider 2022 Intergovernmental Agreement for Mosquito Control with Garfield County

Presenter:

Tom Whitmore, Parks & Recreation Director

Item Description:

Mosquito Control Services for 2022

Recommended Action:

Approve Intergovernmental Agreement for Mosquito Control and authorize payment to Garfield County for joint mosquito control services for 2022 in the amount of \$20,800.00

Fiscal Impact:

\$21,000.00 is budgeted for this service for 2022

Operational Impact:

This arrangement saves staff time and employs specialized expertise to monitor and mitigate possible disease vectors.

Prior Board Motions:

This program has received support with an annual expenditure since West Nile Virus in 2001.

Background Information:

This is a cooperative effort with Garfield County and County municipalities. The program began in 2001 with the spread of West Nile Virus. The vendor for the program is selected through the Garfield County purchasing process every three years, with participation of municipality representatives. This program focuses on monitoring and reducing disease vectors (mosquitoes). Numbers of mosquitoes are monitored for nuisance levels, and in particular, the number of Culex Tarsalis mosquitoes are watched closely, as they are the primary carriers of WNV. Depending on disease prevalence, some mosquitoes may be tested to determine if they are infected.

Occasional ultra-low-volume spraying is required along West 2nd and the Rifle Rest Area--Lions Park Circle, and is supported, if not requested, by residents in these areas. Special-event-related barrier treatments have been conducted around the fairgrounds and Centennial Park prior to large summer gatherings such as Independence Day and the Garfield County Fair. These operations are included in the program cost. Also, the vendor has resources to do wide-spread aerial spraying, at an additional cost, if necessary.

Rifle's share of the cost is greater than that of other towns because Rifle has greater square miles in City limits. (5.61 approx)

This is specifically budgeted for 2022 in "Other Technical Svcs", 100-4800-400-342 for \$21,000.00

This is a health, safety, and quality-of-life-related item. The work group related to this has been activated to oversee vector disease control during West Nile virus and Hanta virus, and may also be activated if Western Equine Encephalitis and St. Louis Encephalitis outbreaks or occur.

Executive Summary:

None

Notification Requirements:

None

Prepared By:

Misty Williams, City Clerk

Attachments:

1. 2022 IGA Mosquitos final

INTERGOVERNMENTAL AGREEMENT FOR MOSQUITO CONTROL - 2022

THE PARTIES to this Intergovernmental Agreement for Mosquito Control ("IGA") are the **BOARD OF COUNTY COMMISSIONERS OF GARFIELD COUNTY, STATE OF COLORADO**, (hereinafter referred to as "County"); the **CITY OF GLENWOOD SPRINGS, STATE OF COLORADO**, (hereinafter referred to as "Glenwood"); the **TOWN OF CARBONDALE, STATE OF COLORADO**, (hereinafter referred to as "Carbondale"); the **CITY OF RIFLE, STATE OF COLORADO**, (hereinafter referred to as "Rifle"); the **TOWN OF SILT, STATE OF COLORADO**, (hereinafter referred to as "Silt"); the **TOWN OF NEW CASTLE, STATE OF COLORADO**, (hereinafter referred to as "New Castle"); and the **TOWN OF PARACHUTE, STATE OF COLORADO**, (hereinafter referred to as "Parachute").

WHEREAS, the parties to this IGA are authorized by Section 29-1-201, *et seq.*, C.R.S., as amended, to provide for joint funding and cooperation to provide services and functions which each is otherwise lawfully authorized to provide; and

WHEREAS, the parties to this IGA desire to cooperate in funding and making available a County-wide mosquito control and education program; and

WHEREAS, a coordinated effort by the County and the municipalities within the County will permit a more effective mosquito control and education program and specifically will aid control of the mosquito species responsible for the spread of West Nile Virus.

NOW, THEREFORE, in mutual consideration of the premises and the covenants and promises set forth below, the parties to this IGA agree as follows:

1. PROJECT. The Project that is the subject of this IGA is a comprehensive integrated larval and adult mosquito control program, on public and private property throughout Garfield County that will be designed specifically for Garfield County and the municipalities by an independent contractor. The Project will provide surveillance, identifying mosquito breeding habitats and areas with high numbers of mosquito larvae and adults, with an emphasis on Culex mosquitoes. Surveillance will include the use of GIS mapping technology. The Project will include the use of chemical pesticides for adult and larval mosquito control in a manner safe to citizens, the environment and pets. Chemical applications will only be done when the elected officials of each pertinent jurisdiction, or their designated staff member, determine that mosquito levels have reached a threshold that poses a public health risk. Each jurisdiction is responsible for working with the Contractor to

ensure that their jurisdiction is in compliance with the Federal Clean Water Act and the Colorado Discharge Permit System as administered by the Colorado Department of Public Health and Environment. The independent contractor will also provide community outreach and public education.

2. PROJECT COSTS. The cost for the entire Project that is the subject of this IGA shall not exceed One Hundred Ninety Thousand Dollars Two Hundred Eighty-One Dollars and No Cents (\$190,281.00), with each town and city contributing the amounts set forth below for a total contribution of Fifty-Five Thousand Seven Hundred Fifty Dollars and No Cents (\$55,750.00) of the Project Cost. The remainder will be contributed by the County for the thirty-four (34) square miles of service area outside of the municipalities.

3. COUNTY RESPONSIBILITIES. The County shall be the coordinating entity and the contracting and fiscal authority for the Project. The County's responsibilities shall include the creation of the Request For Proposals ("RFP"), management of the RFP process, selection of the contractor and management of the contract. The County shall pay an amount not to exceed One Hundred Thirty-Four Thousand Five Hundred Thirty-One Dollars and No Cents (\$134,531.00) of the total Project Cost of One Hundred Ninety Thousand Two Hundred Eighty-One Dollars and No Cents (\$190,281.00), unless emergency services are required.

4. GLENWOOD SPRINGS RESPONSIBILITIES. Glenwood Springs shall be responsible for payment to the County of \$5,800.00.

5. CARBONDALE RESPONSIBILITIES: Carbondale shall be responsible for payment to the County of \$7,650.00.

6. RIFLE RESPONSIBILITIES: Rifle shall be responsible for payment to the County of \$20,800.00.

7. SILT RESPONSIBILITIES: Silt shall be responsible for payment to the County of \$5,600.00.

8. NEW CASTLE RESPONSIBILITIES: New Castle shall be responsible for payment to the County of \$6,300.00.

9. PARACHUTE RESPONSIBILITIES: Parachute shall be responsible for payment to the County of \$9,600.00.

10. PARTY RESPONSIBILITIES: All parties to this IGA shall cooperate with and assist the independent contractor chosen by the County to perform the work of the Project.

11. REMEDIES. If any of the cities or towns, identified in Paragraphs 4 through 9 above, fails to perform their payment obligation(s), the County may assume responsibility for the defaulting payment(s), and all other obligations of this IGA shall remain in full force and effect.

12. CONTRACT AWARD. The contract anticipated to define the Scope of Work needed for the Project shall be awarded by Garfield County pursuant to the terms of its Procurement Manual. The Notice to Proceed may be awarded prior to the payment obligations of the municipalities and towns being met.

13. INDEMNIFICATION. The parties acknowledge each is subject to the constitutional prohibitions against indemnification in Colo. Const. art XI, § 1. Neither can indemnify the other.

Nothing herein shall be interpreted as a waiver of governmental immunity to which each party would otherwise be entitled under Section 24-10-101, et seq., C.R.S., as amended.

14. APPROPRIATION. This IGA is contingent upon appropriation and budgeting for the costs required for the Project. Should any party fail to appropriate or have available sufficient funds to pay for the costs of its obligations set forth herein, this IGA shall be considered of no force or effect, except to the extent that the County has assumed the obligations of another party, as set forth herein. This IGA is not intended to, nor does it create a multi-year fiscal obligation as defined by Section 20, Article X of the Constitution of the State of Colorado.

15. EFFECTIVE DATE. This IGA shall be effective January 1, 2022 through December 31, 2022, no matter the date of execution.

16. AMENDMENT. This IGA may be amended by the parties solely through a written agreement signed by each.

17. FACSIMILES AND COUNTERPARTS. This IGA may be signed in counterparts, and facsimile signatures may be substituted for original signatures.

18. GOVERNING LAW. The laws of the State of Colorado shall govern the validity, performance and enforcement of this IGA. Venue for any action instituted pursuant to this IGA shall lie in Garfield County, Colorado.

19. AUTHORITY. Each person signing this IGA represents and warrants that said person is fully authorized to enter into

and execute this IGA and to bind the party represented to the terms and conditions hereof.

20. NOTICE. All notices required under this IGA shall be in writing and shall be hand delivered or sent by registered or certified mail, return receipt requested, postage prepaid to the addresses of the parties set forth below. Notice addresses may be changed without amendment to this IGA.

Notice to County: Board of County Commissioners
Attn: County Manager
108 8th Street, Suite 213
Glenwood Springs, CO 81601
Phone: (970) 945-9150
Fax: (970) 384-5005

Notice to Glenwood: City of Glenwood Springs
Attn: City Manager
101 W. 8th St.
Glenwood Springs, CO 81601
Phone: 384-6400

Notice to Carbondale: Town of Carbondale
Attn: Town Manager
511 Colorado Avenue
Carbondale, CO 81623
Phone: (970) 963-2733
Fax: (970) 963-9140

Notice to Rifle: City of Rifle
Attn: City Manager
202 Railroad Avenue
P.O. Box 1908
Rifle, CO 81650
Phone: (970) 625-2121

Notice to Silt: Town of Silt
Attn: Town Administrator
231 N. 7th St., Box 70
Silt, CO 81652
Phone: (970) 876-2353

Notice to New Castle: Town of New Castle
Attn: Town Administrator
450 W. Main
P.O. Box 90
New Castle, CO 81647
Phone: (970) 984-2311

Notice to Parachute: Town of Parachute
Attn: Town Administrator
222 Grand Valley Way
Box 100
Parachute, CO 81635
Phone: (970) 285-7630

ATTEST: **BOARD OF COUNTY COMMISSIONERS
OF GARFIELD COUNTY, COLORADO**

Clerk to the Board

By: _____
Chairman

Dated: _____

ATTEST: **CITY OF GLENWOOD SPRINGS,
STATE OF COLORADO**

City Clerk

By: _____
Mayor

Dated: _____

ATTEST: **TOWN OF CARBONDALE
STATE OF COLORADO**

Town Clerk

By: _____
Mayor

Dated: _____

ATTEST:

City Clerk

**CITY OF RIFLE
STATE OF COLORADO**

By: _____
Mayor

Dated: _____

ATTEST:

Town Clerk

**TOWN OF SILT
STATE OF COLORADO**

By: _____
Mayor

Dated: _____

ATTEST:

Town Clerk

**TOWN OF NEW CASTLE
STATE OF COLORADO**

By: _____
Mayor

Dated: _____

ATTEST:

Town Clerk

**TOWN OF PARACHUTE
STATE OF COLORADO**

By: _____
Mayor

Dated: _____



Agenda Item #5.g.

Agenda Item Name:

Consider Approving Resolution No. 5, Series of 2022 Authorizing the City Manager to Enter into Revocable Lease Agreements for Third Street Parklets

Presenter:

Tommy Klein, City Manager

Item Description:

Consider Approving Resolution No. 5, Series of 2022 Authorizing the City Manager to Enter into Revocable Lease Agreements for Third Street Parklets

Recommended Action:

Move to approve Resolution No. 5, Series of 2022 Authorizing the City Manager to Enter into Revocable Lease Agreements for Third Street Parklets

Fiscal Impact:

N/A

Operational Impact:

N/A

Prior Board Motions:

N/A

Background Information:

With the completion of the 3rd Street Improvements, lease agreements for the new patio areas have been created so that business owners may utilize the new spaces in front of their locations.

Executive Summary:

N/A

Notification Requirements:

N/A

Prepared By:

Misty Williams, City Clerk

Attachments:

1. 20200406-Revocable Lease Agreements Third Street Parklets-Memo

2. 20220406-FORM 3rd St Parklet Lease
3. Resolution No. 5-Series of 2022-Third Street Parklets

Glenwood Springs – Main Office

201 14th Street, Suite 200
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**Direct Mail to Glenwood Springs*

TO: Rifle City Council

FROM: Karp Neu Hanlon, P.C.

RE: Third Street Parklet Leases

DATE: March 31, 2022

With the completion of the improvements to Third Street and warm weather returning, staff is working with the restaurants on Third Street to utilize the City's new downtown parklet amenities. Attached is a form Revocable Lease Agreement for the use of the City's right-of-way where the planned parklets are located. It is a similar form used during Covid when the City constructed temporary parklets.

The Lease is revocable in the event the City needs its right-of-way for any reason. It identifies the area for allowed service and requires the Lessee to maintain that area in good repair and in a clean condition. The Lease sets forth the permitted uses and hours of operation from 7am to 10pm. If the parklet is one located in the street, it is not available for use during winter months, but the sidewalk parklets can be used all year long. The Lease requires Lessee to carry insurance and other reasonable conditions found in outdoor dining leases in public right-of-way.

Resolution No. 5, Series of 2022 authorizes the City Manager to enter revocable leases with the restaurants adjacent to the planned Third Street parklets utilizing this form Lease.

REVOCABLE LEASE AGREEMENT

THIS REVOCABLE LEASE AGREEMENT is made this ____ day of _____ 2022, between the CITY OF RIFLE, COLORADO (the “City”) and _____ (the “Lessee”).

WHEREAS, the City is the owner of certain real property that is dedicated as public right-of-way in Rifle, Colorado, on which the City either constructed improvements or is allowing the street to be restricted for patio dining as depicted on Exhibit A (the “Parklet”); and

WHEREAS, by Resolution No. 5, Series 2022 the Rifle City Council approved the use of public right-of-way within the City for the purposes of accommodating additional outdoor seating; and

WHEREAS, Lessee is in possession of real property and operates a restaurant located at _____ in Rifle, Colorado (the “Establishment”), which is adjacent to the Parklet; and

WHEREAS, Lessee intends to use the Parklet as outdoor seating for the service and consumption of food and/or beverages prepared in the Establishment that may include the service of alcoholic beverages; and

WHEREAS, the City desires to grant Lessee an exclusive revocable lease over the Parklet, as depicted on Exhibit A, for the purposes of outdoor seating, dining and service of food and alcoholic beverages, if Licensee is properly permitted, to customers of the Establishment, and a nonexclusive right of ingress and egress between the Establishment and Parklet for the purposes of service and transport of food and alcoholic beverages to and from the Establishment and the Parklet.

NOW THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the adequacy and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Recitals.** The foregoing recitals are hereby incorporated by this reference.
2. **Premises.** The City does hereby lease to Lessee the Parklet in the public right-of-way located in front of or immediately across the sidewalk from the Establishment (the “Premises”). The City does hereby grant the nonexclusive right of ingress and egress across the sidewalk, if applicable, situated between the Establishment and the Parklet for the purpose of transporting food, alcoholic beverages, and other service items to and from the Parklet. Such right runs concurrently with this Agreement.
3. **Term and Termination.**
 - a. If the Parklet is located in a portion of the street improved for parking that the City seasonally restricts for patio dining, this Lease shall not be effective from December 1 through April 1 for those parklets.
 - b. This Agreement may be terminated for the convenience of either party without advanced notice.

- c. Lessee agrees to surrender and deliver up the possession of the Premises in substantially the same condition as received, ordinary wear and tear and approved improvements excepted, promptly upon the expiration of this Lease or upon twenty-four hours' written notice in the case of the termination of this Lease by City. All improvements and personal property shall be removed from the Parklet within twenty-four hours of termination or become property of the City.
- 4. **Permitted Uses and Hours of Operation.** Any use of the Parklet not specifically permitted herein shall be prohibited. Lessee shall request written permission from the City for any additional uses of the Parklet.
 - a. Lessee agrees to use the Parklet for the purposes of seating of customers and selling and dispensing food and beverages to the public.
 - b. The Parklet may be open to the public during Lessee's normal business hours, but in no event shall food and beverage service within the Parklet extend beyond 10:00 P.M or commence prior to 7:00 A.M.
 - c. Service of alcoholic beverages shall be permitted provided Lessee holds a valid State and City liquor license with approved premises modifications to include the Parklet.
 - d. Smoking shall not be permitted within the Parklet.
 - e. No music or other audio amplification shall be allowed on the Parklet unless Lessee receives a City of Rifle Sound Amplification Permit.
- 5. **City's Access and Use.** Lessee agrees to permit the City to enter upon the Premises at any time to inspect the same and make any necessary repairs or alterations to the sidewalks, the Parklets, or other public facilities as the City may deem necessary or proper for the safety, improvement, maintenance or preservation thereof. However, the City may use the Premises at any time as necessary for municipal emergency services even if such use interferes with Lessee's use of the Premises. Lessee further agrees that if the City shall determine to make changes or improvements affecting the Premises which may affect any improvements placed by the Lessee, that the Lessee, by execution of this Agreement, hereby waives any and all right to make any claim for damages to the improvements (or to its leasehold interest) and agrees to promptly remove any furniture, fixtures, equipment and structures as necessary during such construction periods.
- 6. **Improvements and Personal Property.** All construction, improvements, installations, furniture, fixtures, and equipment on the Premises shall be removed from the Parklet upon expiration of this Agreement, be the responsibility of the Lessee, and comply with the following:
 - a. Lessee may place furniture, fixtures, and equipment in the Parklet so long as the same do not endanger any passerby or patrons and are secured to prevent damage during weather events.
 - b. No portion of the Lessee's improvements or personal property shall extend beyond the boundaries of the Parklet nor impede in any way pedestrian traffic on the sidewalk adjoining the Parklet.

- c. Lessee may store its fixtures on the Parklet at its own discretion and risk.
 - d. No signs may be displayed within the Premises, except for those required by law, or any brand names or logos incidental to the primary purpose of a piece of personal property.
 - e. Improvements shall in no way impede the engineered drainage of the right-of way.
7. **Condition.** Lessee shall at all time keep the Premises and all improvements and personal property neat, orderly, in good repair, and free from all litter, dirt, debris, snow, and ice, and in a clean and sanitary condition. Lessee shall not permit nor suffer any disorderly conduct or nuisance whatsoever, which would annoy or damage other persons or property by any alteration to the Parklet or by any injury or accident occurring thereon. Lessee shall be fully responsible for the maintenance and repair of the Parklet during the term of this Lease, including any damage to the Parklet by third parties.
8. **Assignment and Subletting Prohibited.** The Lessee shall not have the right to sublet the Parklet. This Agreement shall not be assignable without the written consent of the City. Any action to the contrary shall be void.
9. **Compliance with Laws.** Lessee shall at all times be in compliance with the provisions of the City of Rifle Municipal Code, the City of Rifle Public Works Manual, and other lawful orders of the City.
10. **Indemnification.** Lessee hereby covenants and agrees to indemnify, save, and hold harmless the City, its officers, employees, and agents from any and all liability, loss, costs, charges, obligations, expenses, attorney's fees, litigation, judgments, damages, claims, and demands of any kind whatsoever arising from or out of any negligent act or omission or other tortious conduct of Lessee, its officers, employees, or agents in the performance or nonperformance of its obligations under this Agreement.
11. **Insurance.** Lessee shall provide proof of general liability insurance to Grantor upon execution of this Agreement. The liability insurance shall name the City as an "additional insured" thereunder, with appropriate endorsements, and single limit liability coverage of at least \$1,000,000, and \$2,000,000 for two or more persons in any single occurrence. Costs of defense shall not be included within such limits or, if they are so included, the minimum limits shall be \$1,000,000 combined single limits. The general aggregate limit shall be unlimited or at least \$2,000,000. Lessee shall maintain this insurance for the duration of the Lease.
12. **Limitation of Rights.** The City by this Agreement conveys no rights or interest in the public way except the right to the uses on such terms and conditions as are described herein and retains all title thereto.
13. **Sale or Transfer of Lessee's Business Interest.** Lessee hereby affirms that Lessee is the owner and/or lessee of the Establishment and agrees that on sale or other transfer of such

interest, Lessee will so notify the City of the transfer in interest and all right and interest under this Lease shall terminate.

14. **Responsibilities.** Lessee shall be responsible for all damages to persons or property caused by the Lessee, its agents, employees, or subcontractors, 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 Lessee by reason thereof.
15. **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.
16. **Governing Law and Venue.** This Agreement shall be governed by the laws of the State of Colorado, and venue shall be in the County of Garfield, State of Colorado.
17. **Governmental Immunity Act.** No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions of the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 et seq.
18. **Binding Effect.** This Agreement shall be binding upon, and shall inure to the benefit of, the Parties hereto and their respective heirs, personal representatives, successors, and assigns.
19. **Survival Clause.** The “Indemnification” provision set forth in this Agreement shall survive the completion of the Services and the satisfaction, expiration, or termination of this Agreement.
20. **Severability.** In the event a court of competent jurisdiction holds any provision of this Agreement invalid or unenforceable, such holding shall not invalidate or render unenforceable any other provision of this Agreement.
21. **Headings.** Paragraph headings used in this Agreement are for convenience of reference and shall in no way control or affect the meaning or interpretation of any provision of this Agreement.
22. **Authority.** Each person signing this Agreement, and any addendums or attachments hereto, represents and warrants that said person is fully authorized to enter and execute this Agreement and to bind the Party it represents to the terms and conditions hereof.
23. **Attorneys’ Fees.** Should this Agreement become the subject of litigation between the City and Lessee, 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.

CITY OF RIFLE, COLORADO

City Manager

ATTEST:

City Clerk

LESSEE

By:_____

Name:_____

Title:_____

STATE OF COLORADO)
) ss.
COUNTY OF GARFIELD)

The foregoing Agreement was acknowledged before me this ____ day of _____, 2022 by _____.

Witness my hand and official seal.

My commission expires:_____.

{S E A L}

Notary Public

EXHIBIT A

DESCRIPTION AND DEPICTION OF PREMISES

**CITY OF RIFLE, COLORADO
RESOLUTION NO. 5
SERIES OF 2022**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIFLE, COLORADO
AUTHORIZING THE CITY MANAGER TO ENTER INTO REVOCABLE LEASES FOR
THE USE OF RIGHT-OF-WAY UTILIZING THE IMPROVEMENTS CONSTRUCTED BY
THE CITY ON THIRD STREET.

WHEREAS, the City of Rifle constructed improvements to Third Street to allow for outdoor dining and use by adjacent restaurants in right-of-way owned by the City; and

WHEREAS, the City Council desires to authorize the City Manager to enter into revocable leases with with such restaurants to utilize such right-of-way in a form substantially similar to the Revocable Lease Agreement attached hereto.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIFLE THAT:

1. The foregoing recitals are incorporated by reference as findings and determinations of the City Council.

2. The City Council hereby authorizes the City Manager to enter into Revocable Lease Agreements with restaurants adjacent to the improvemnets made to Third Street.

THIS RESOLUTION was read, passed, and adopted by the Rifle City Council at a regular meeting held this 6th day of April 2022.

CITY OF RIFLE, COLORADO

By _____
Mayor

ATTEST:

City Clerk



Agenda Item #5.h.

Agenda Item Name:

Pioneer Mesa Filing 2 - Rezoning and Subdivision Final Plan Request

Presenter:

Patrick Waller, Planning Director

Item Description:

Pioneer Mesa Filing 2 - Rezoning and Subdivision Final Plan Request

Recommended Action:

See Rezoning and Final Plat Agenda Items for Recommended Motions

Fiscal Impact:

N/A

Operational Impact:

Water and Sewer lines are already in place for the subdivision, but will need to be brought up to City of Rifle standards. The access road to the subdivision will be privately maintained.

Prior Board Motions:

None

Background Information:

The property known as Pioneer Mesa was annexed in 2003 and zoned Low Density Residential – Planned Unit Development (LDR-PUD). The original sketch plan approval was for a total of 112 residential lots with accompanying open space, trails, and an improved park.

Pioneer Mesa Filing 1 was recorded in 2004. It consists of 35 lots on the lower of the two benches of the subdivision. It also includes a privately maintained park space, which doubles as a drainage facility. A HOA-owned trail was built around the outside of the original subdivision but its condition has deteriorated over the years.

In 2008 the original developer, without the permission of the City or any preliminary plan approvals for Filing 2, began work on the infrastructure for Filing 2 on the upper bench of the subdivision, including roughing in the access road that climbs the hill, constructing a retaining wall, installing underground utilities (not connected to the system), and pouring curbs/sidewalks.

Executive Summary:

The applicant requests approval of a Final Plan and Rezoning to subdivide approximately 28.76 acres into 17 single-family estate lots. The Preliminary/Sketch Plan/Rezoning was approved by Planning Commission on May 25, 2021, with a Condition of Approval that the Final Plan be reviewed by Planning Commission, prior to the City Council review. Planning Commission recommended approval of the Final Plan to City Council at the January 25th meeting.

Notification Requirements:

The Rezoning request required posting the property, certified mail notice (return receipt requested) to property owners within 200', and publishing in the paper.

Prepared By:

Patrick Waller, Planning Director

Attachments:

1. Pioneer Mesa - Staff Report & Exhibits

MEMORANDUM

TO: City of Rifle City Council
FROM: Patrick Waller, Planning Director
DATE: March 16, 2022
SUBJECT: Pioneer Mesa Filing 2 – Final Plan & Rezoning
ADDRESS: TBD – North of Pioneer Mesa Filing 1 (Pioneer Way and W. 2nd St.)
CASE #: Final Plan & Rezoning - 2021-050
APPLICANT: Pioneer Mesa Land Co LLC – John Kuersten Representative

I. REQUEST AND SUMMARY

The applicant requests approval of a Final Plan and Rezoning to subdivide approximately 28.76 acres into 17 single-family estate lots. The Preliminary/Sketch Plan/Rezoning was approved by Planning Commission on May 25, 2021, with a Condition of Approval that the Final Plan be reviewed by Planning Commission, prior to the City Council review. Planning Commission recommended approval of the Final Plan to City Council at the January 25th meeting. This Staff Report analyzes both the rezoning and the Final Plan request.

II. PROJECT MAP

The property is located on the bluff above Pioneer Mesa Subdivision (Filing 1), which is located in West Rifle, accessible from US Highway 6 via Swallow Lane, with the main entrance at the intersection of Pioneer Way and W. 2nd Street (aka County Road 264).



III. PROJECT HISTORY

The property known as Pioneer Mesa was annexed in 2003 and zoned Low Density Residential – Planned Unit Development (LDR-PUD). The original sketch plan approval was for a total of 112 residential lots with accompanying open space, trails, and an improved park.

Pioneer Mesa Filing 1 was recorded in 2004. It consists of 35 lots on the lower of the two benches of the subdivision. It also includes a privately maintained park space, which doubles as a drainage facility. A HOA-owned trail was built around the outside of the original subdivision but its condition has deteriorated over the years.

In 2008 the original developer, without the permission of the City or any preliminary plan approvals for Filing 2, began work on the infrastructure for Filing 2 on the upper bench of the subdivision, including roughing in the access road that climbs the hill, constructing a retaining wall, installing underground utilities (not connected to the system), and pouring curbs/sidewalks. Addressing the pre-existing infrastructure is a key part of the project and discussed in staff review comments.

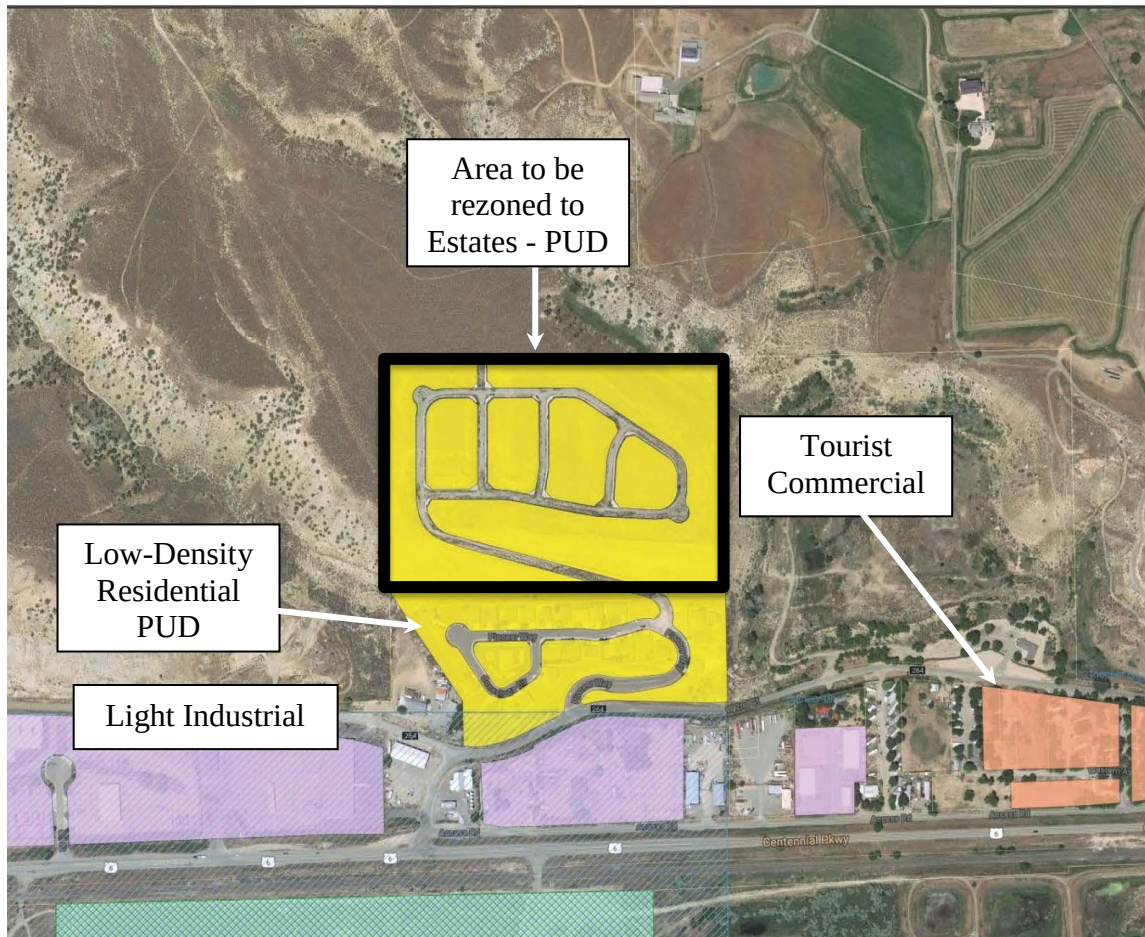
IV. ZONING, LAND USE, AND COMPREHENSIVE PLAN

The applicant acquired the property in 2017. The current proposal consists of 17 lots that are generally between 0.87 acres and 1.78 acres in size.

Because all prior land use approvals have expired, the property's PUD zoning is for a different project than what the applicant has proposed. The property is currently zoned LDR and the applicant is requesting a rezoning to Estates Zone - PUD. This request was previously recommended for approval to City Council at the May 25, 2021 Planning Commission meeting. A Planned Unit Development (PUD) offers a developer the opportunity to receive flexibility from code provisions in exchange for benefits to the City provided by the project. In order to construct the Subdivision as proposed, the applicant needs relief from the following R.M.C provisions:

- Reduce Rear Yard Setbacks to 10' from 50.
- The applicant has shown a 51' setback from the property line, for the Front Yard, however because the road is within an easement, the Front Yard Setback will essentially be 20', rather than the 50' required in the Estates Zone District.
- No internal curb and gutter or ribbon curb. Ribbon curb only on access road up the slope from the lower subdivision.

The applicant has indicated that this flexibility will allow the subdivision to develop in a low density manner. Previous attempts to develop the property with much higher densities have not gone forward based on the steepness of the access road and emergency access issues. Staff agrees that allowing some flexibility through the PUD process to allow for less dense development in this location is beneficial to the City.



Comprehensive Plan

The application is unique in that it is located in a Tier 2 area of the City of Rifle Comprehensive Plan. That means that the area was identified during the Comprehensive Plan process as having hurdles that would make development of the parcel difficult. Identified issues here are difficult access to the property, pre-existing utilities of unknown quality, soil and slope concerns, as well as lack of connections to the rest of the City.

The application addresses these items by making the access road private, and decreasing the density. The Comprehensive Plan discusses the Pioneer Mesa Phase 2 project specifically and states:

A lower impact development pattern or non-residential uses may be appropriate given these constraints, the City's concern for future maintenance responsibilities, and the isolation of the property from community services.

Based on the application submittals and conditions of approval, Staff feels that despite the area being a Tier 2 Development Area, it meets the intent of the Comprehensive Plan.

Estate Zone District

The applicant has requested a rezoning to Estate Zone PUD. The intent of the Estate Zone District is as follows:

The intent of the Estate Zone District is to provide for alternative residential uses in a high quality, low density environment. Development in the Estate Zone District would be characterized by large lots, single-family dwellings and reasonable opportunities for the residents of the City to raise horses or otherwise engage in semi-rural activities in appropriate areas around the City.

This Zone District is more in line with County style development and makes a variety of exceptions for infrastructure including that sidewalks are not required. Instead, the applicant is providing a gravel trail that will allow for pedestrian circulation throughout the development. The density requested meets the Estate Zoning average lot size requirements of 1.5 acres and no proposed lot is below the required .75 acres. Based on the previously discussed limitations on the property, this type of zoning is appropriate.

V. STAFF COMMENTS

The proposed subdivision consists of 17 Estate Zone lots. The property will be served by existing water and sewer infrastructure (upon verification that the infrastructure meets city requirements). All roads will be privately maintained by a Homeowners Association. The applicant has indicated that they will install a gravel trail from Pioneer Mesa Phase 1 that will circle the development. This will allow for pedestrian circulation within the development.

The application was reviewed by the Fire District, City of Rifle Public Works, City of Rifle Utilities, a Consulting Engineer, Colorado Department of Transportation, and Xcel Energy. The referral comments are included in the packet. The following items were identified at the Preliminary Plan stage and have been incorporated into the Final Plan construction documents.

The comments from the City of Rifle consulting engineer, CDOT, Xcel Energy, Fire District, and City of Rifle Utilities at Preliminary Plan have all been addressed.

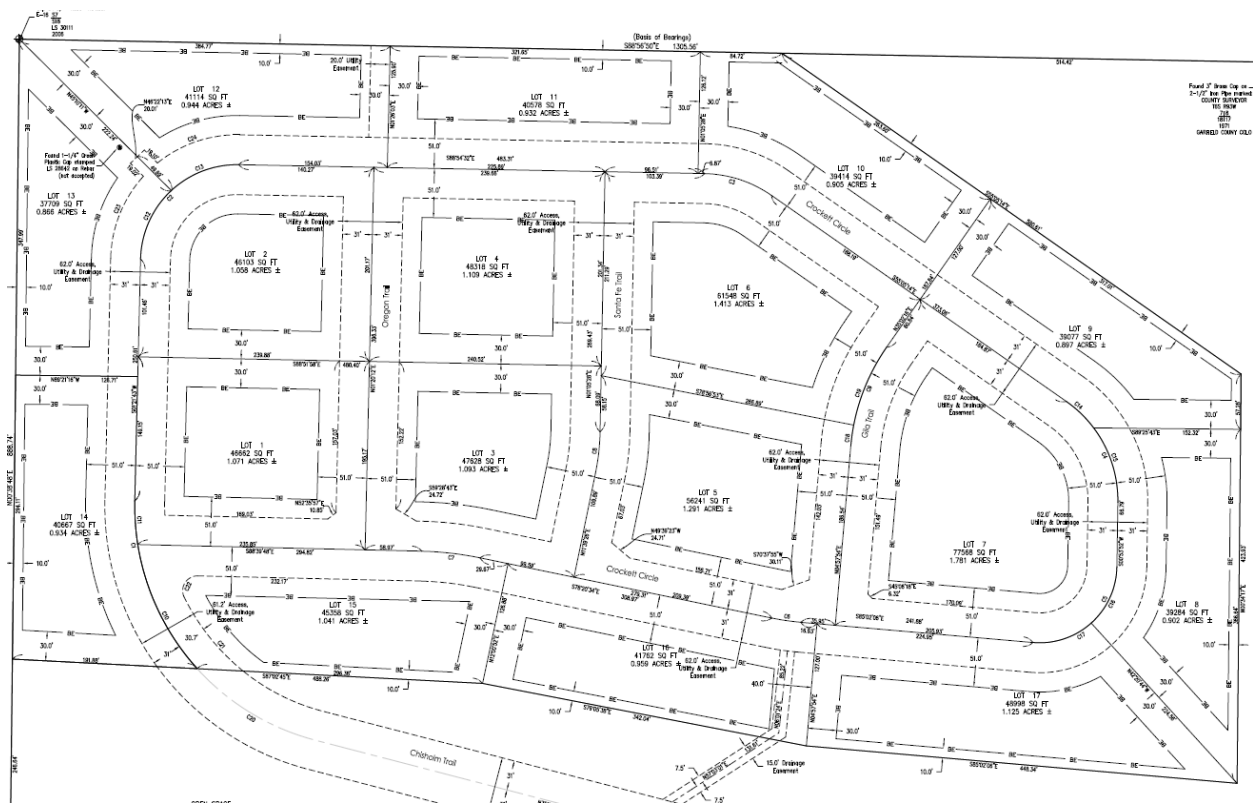
Access

The access road to the top of the mesa has been a significant issue for past development proposals in the area. The applicant has addressed the past issues in a number of ways:

- The road will be private and maintained by an HOA formed by the developer. This does not require the City to service and maintain a steep road.
- Because of the proposal to rezone the property to Estate Zone-PUD, the slope of the road does not exceed R.M.C requirements.

- At Preliminary Plan, Colorado River Fire Rescue reviewed the application and indicated that the applicant needs to provide verification from an engineer that the access road to the top of the mesa is designed to meet Fire Code requirements. CRFR reviewed the Final Plan application and did not identify any issues with the access.
- The applicant has significantly decreased the proposed density from 72 to 17 units. This allows the application to comply with R.M.C requirements for only having a single point of access and egress to the development.
- Based on the number of lots, feedback from CDOT indicates that no major access improvements are required at 2nd Street, the frontage road, and Highway 6. CDOT is requesting that an access permit is completed to document traffic in the area.
- The applicant has incorporated a guard rail into the Pioneer Way design.

Final Plat Excerpt



Steep Slopes and Soils

As part of the Preliminary Plan review the City's consulting engineer and Public Works identified issues with the slopes and soils on the property. These issues have been addressed as part of the Final Plan review, by the applicant providing a Plat Note that requires further engineering at the time of building permit.

Public Works Review

The application was thoroughly reviewed by City of Rifle Public Works who responded with a number of comments regarding drainage, utility connections, access, and requests for additional information.

Utilities:

Because the utilities were installed without previous approvals, the existing utility infrastructure will need to be tested and repaired where necessary to meet City requirements.

Identified Planning Commission Items and Application Updates

Planning Commission requested that the applicant submit the Final Plat application prior to City Council review. During the Preliminary Plan public hearing, Planning Commission identified the following items that needed to be further addressed.

Access Road Construction

The applicant has clarified that the access road to the Subdivision will be constructed with 3" of asphalt over 12" of road base. This has been reviewed and accepted by the City of Rifle Public Works, Colorado River Fire Rescue, and the City of Rifle's Consulting Engineer.

Filing 1 Drainage Basin and Park

The applicant is under discussions with the Phase 1 HOA to finalize an agreement to share maintenance responsibility of the drainage basin and park located in Phase 1. The applicant has provided the agreement and Staff has included a suggested Condition of Approval that this be executed prior to the recording of the Final Plat.

Building Envelope Setbacks

The applicant has updated the Final Plat submittal to include Building Envelopes on the subject lots. Staff is supportive of this amendment because it provides certainty for future lot owners regarding the location of structures.

Fees & Subdivision Improvements Agreement

Staff has reviewed past approvals for the property, including the SIA for Filing 1 and the Annexation agreement for both Filings. Based on this review, Staff has included requirements in the SIA that the HOA for Filing 2 is responsible for their portion of maintenance of the existing public park that was built in Filing 1. The park was always meant to be built, maintained, (and used as a detention pond) for both the lower bench and upper bench portion of the development.

Otherwise, the development will be subject to standard City of Rifle fees, including Parkland Dedication, Water System Improvement, Sewer System Improvement, Water Rights Dedication, and Offsite Street Impact Fees.

Other Staff Review Items

These items were addressed in the application and referral comments that were reviewed by Planning Commission. Staff is suggesting adding conditions to the Final Plan approval in order to make the expectations regarding these items clear.

Retaining Wall

The roughed-in access road includes a downhill retaining wall that was installed as part of the unpermitted work completed in 2008. The applicant supplied an engineering report from 2008 that analyzed the retaining wall, however it does not appear that the wall was complete at that time and the report did not sign-off on the wall. This report was reviewed by the City of Rifle referral engineer, who recommended that a Structural Engineer review the wall.

The applicant has supplied an updated letter from their engineer that analyzes previous reports and gives recommendations for how the applicant can provide verification that adequate construction was completed. This letter has been reviewed by the City of Rifle Public Works Department and the City consulting engineer. Additional information will be needed once the applicant inspects and reviews the retaining wall.

Because the City did not inspect the wall and does not have a permit, the applicant needs to provide documentation acceptable to the City of Rifle Public Works Department that shows the retaining has been properly repaired and completed. While this condition has been included in previous Public Works comments for the Preliminary Plan, Staff has included a suggested Condition of Approval that makes this requirement explicit.



Revegetation

The applicant has indicated that they will work to revegetate the steep slopes directly above Pioneer Mesa Filing 1. This has been included as a suggested condition of approval.

VI. PLANNING COMMISSION RECOMMENDATION

Planning Commission recommended approval of the Pioneer Mesa Phase 2 Final Plan and a rezone to Estates Zoning PUD to City Council subject to the following conditions of approval (note there have been minor changes to the Conditions based on the timing of Final Plat recording):

1. All representations made by the Developer in the application and during the public hearings/meetings before the Planning Commission and City Council shall be considered conditions of approval unless specifically altered by the Planning Commission or City Council.
2. The applicant shall address any remaining referral agency comments and incorporate them into the final construction plans.
3. The applicant shall update the Final Plat to address any City of Rifle review items, prior to the recording of the Final Plat.
4. The applicant shall test and confirm that installed utilities meet City of Rifle requirements as part of the City's acceptance of public improvements.
5. Prior to the recording of the Final Plat, the applicant shall provide an executed copy of the agreement between the Filing 1 HOA and the Filing 2 HOA for 50% of the costs of operation, maintenance, repair, and replacement of the detention pond constructed by the Filing 1 development. This agreement shall be reviewed and accepted by City Staff.
6. Prior to the recording of the Final Plat, the applicant shall provide an executed copy of the agreement between the Filing 1 and Filing 2 HOA's for 17/52's of the costs to operate, maintain, repair, and replace the public park constructed as part of Filing 1. This agreement shall be reviewed and accepted by City Staff.
7. The applicant shall be responsible for the completion of all required improvements to CDOT accesses as part of the City's acceptance of public improvements.
8. The applicant shall provide required GIS information before the final plat is recorded.

Additional Conditions Recommended by Staff

9. The applicant shall be responsible for revegetation of the steep slope immediately above Pioneer Mesa Filing 1, pursuant to City of Rifle Public Works requirements and the submitted plans. The revegetation shall be considered a public improvement.
10. The applicant shall provide documentation acceptable to the City of Rifle Public Works department, that demonstrates the retaining wall, incorporated into the main access road, has been repaired and properly completed, as part of the City's acceptance of public improvements.

VII. FINDINGS

Pursuant to Section 16-5-280, Planning Commission shall consider the following criteria before approving a project (***staff comments shown in bold italics***):

1. Conformance of the proposal with the City of Rifle Municipal Code;

The proposal is following the process as described in the code.

2. The compatibility of the proposal with the character of the surrounding area, including but not limited to the architectural character of the neighborhood, the average lot and building sizes in the neighborhood, and the relative value of the proposed structure to the value of other structures in the neighborhood;

The proposal is compatible with the character of the surrounding area. Because of its location on the top of the mesa the development should not impact surrounding property owners. The lower density of the proposal is appropriate in this area.

3. The desirability for the proposed use in the specific area of the City;

The development of this subdivision with 17 new single family lots is desirable in this area of the City. The lower density and privately maintained roads will have a lessened impact on City services and adjoining residential areas.

4. The potential for adverse environmental effects that might result from the proposed use;

Adverse effects will be mitigated, consistent with staff review comments. It is especially important that the applicant comply with conditions that will mitigate slope and soils issues.

5. Compatibility of the proposed use and the site (or subdivision) plan with the City of Rifle Comprehensive Plan;

The application is unique in that it is located in a Tier 2 area of the City of Rifle Comprehensive Plan. That means that the area was identified during the Comprehensive Plan process as having hurdles that would make it difficult for development of the parcel. Identified issues here are difficult access to the property, pre-existing utilities of unknown quality, soil and slope concerns, as well as a lack of connection to the rest of the City.

The application addresses most of these items by making the access road private, and decreasing the density. The Comprehensive Plan discusses the Pioneer Mesa Phase 2 project specifically and states:

A lower impact development pattern or non-residential uses may be appropriate given these constraints, the City's concern for future maintenance responsibilities, and the isolation of the property from community services.

Based on the application submittals and conditions of approval, Staff feels that despite the area being a Tier 2 Development Area, it meets the intent of the Comprehensive Plan.

6. The potential impact of the proposed use upon the value of property and buildings within the surrounding area;

The development of the vacant parcel with pre-existing infrastructure will increase the value of property and buildings within the surrounding area.

7. Conformance of the proposal with the approval requirements concerning water and sewer tap availability for high volume use requests pursuant to Section 13-4-120 of this Code, if applicable.

Not applicable.



**MOUNTAIN CROSS
ENGINEERING, INC.**

Civil and Environmental Consulting and Design

November 15, 2021

Mr. Patrick Waller
Garfield County Planning
108 8th Street, Suite 401
Glenwood Springs, CO 81601

RE: Final Subdivision Plan Review for Pioneer Mesa Subdivision Phase Two: 2021-007

Dear Patrick:

This office has performed a review of the documents provided for the Final Plat Subdivision Plan Review for Pioneer Mesa Subdivision, Phase 2. The Sketch & Preliminary Plan review generated comments addressed in a letter dated March 29, 2021. The previous comments have been addressed unless included below:

1. Due to the steepness of the road, it is suspected that the asphalt might “wash-board” and rut on a south facing steep slope. Concrete would be a better surface option.
2. The Applicant should provide an analysis to verify that water pressure for the proposed subdivision will be sufficient.
3. The site soils have stability concerns when wet. The Applicant should provide a detail for lining the detention ponds to minimize infiltration or an explanation of why not necessary.
4. Only the plan sheets were provided to this office. The Applicant should provide HOA documents and CC&Rs for review and to verify that common elements, especially the roads, are maintained and repaired by the HOA.
5. A plat was not included to verify if Lot 12 will maintain an access easement for the possibility of a future road connection to the north. The Applicant should address.
6. A plat was not included to verify if access, utilities, and drainage easements are provided.
7. Building envelopes should be considered on Lots 15, 16, & 17 for setbacks from steep slopes.

The review generated the following additional comment:

8. The swale detail includes a note for the topsoil thickness by others. This should be revised.

The Applicant should bear in mind that existing water lines, including services, will need to pass a pressure/leak test and bacteriological test prior to issuance of any building permit. Similarly, the integrity of sewer mains and services will also need to be verified prior to building permits.

Feel free to call if you have any questions or comments.

Sincerely,
Mountain Cross Engineering, Inc.

Chris Hale, PE

January 3, 2022

Mr. Patrick Waller, Planning Director
City of Rifle
202 Railroad Avenue
Rifle, Colorado 81650

**RE: Final Subdivision Plan Review
Pioneer Mesa Subdivision, Phase 2
Response Comments to Mountain Cross Engineering Report of 11/15/21**

Dear Patrick,

The purpose of this letter is to provide written response to the comments and concerns raised by Chris Hale of Mountain Cross Engineering following his review of the Final Plan Review of November 15, 2021. Please note the following (Chris' notes are "italicized"):

1. *Due to the steepness of the road, it is suspected that the asphalt might "wash-board" and rut on a south facing steep slope. Concrete would be a better surface option.*

We don't dispute that concrete would be a better option for the steeper portion of the roadway. However, like other "City" owned streets, the road section chosen has functioned very well even as they are "steeper" than that proposed for Pioneer Trail which will be no steeper than 9.5%. As an example, 3rd Street and 5th Street both approach 25% grades while 7th Street and 16th Street approach 12 to 14%. This will be a privately owned and maintained street (H.O.A.) with the chosen asphalt binder to compliment the City of Rifle climate.

2. *The Applicant should provide an analysis to verify that water pressure for the proposed subdivision will be sufficient.*

As was evaluated when the original submission of the subdivision was proposed, the highest point in the subdivision is at Junction 131 of the attached report to the City that was performed in 2008. At this location, the static pressure in the system was expected to be 57.29 psi under peak demand flows while the fire flow was expected to be 1,219 gpm against a 20 psi residual. Although the static pressure is reasonable (ie., above 50 psi minimum) at the highest point in the system and the City has developed operational redundancy in its water distribution system since completion of the 2008 water model update, we have provided a plat note on the final plat that effectively identifies that the purchasers of these lots should anticipate the need to install booster pumps in their homes to develop pressures beyond the minimum requirements of the I.R.C. and plumbing code.

3. *The site soils have stability concerns when wet. The Applicant should provide a detail for lining the detention ponds to minimize infiltration or an explanation of why not necessary.*

The detention ponds are designed to drain completely and are not going to "retain" drainage waters. Likewise, the final 4" to 6" of soil in the bottom and sides of the ponds are to be constructed of the on-site silty clayey

overburden soils. These soils, when compacted will limit the infiltration of any drainage waters into the underlying sandy/gravelly soils.

At its inception, the original drainage plan for the Pioneer Mesa Estates Subdivision, Phase 2, was to not limit the rates of flow from the Phase 2 lots but rather design the park and open space in Phase 1 to provide the necessary detention from the Pioneer Subdivision as a whole (ie., Phases 1 and 2 combined). Given the concerns elicited from the existing owners of the Phase 1 lots and the HOA of Phase 1, the proposal for the Phase 2 lots is to provide detention and water quality treatment (ie., sediment deposition) prior to deposition into the previously installed Phase 1 and 2 storm drainage infrastructure. The detention ponds proposed are not “retention” ponds and are to drain completely from the site through this previously installed infrastructure. We do not anticipate any significant “wetting” of the subsoils as the detention ponds will drain within minutes of a runoff producing rainfall event. Regardless, we have also provided plat notes supported by the City’s own foundation design requirements that require a site specific soils evaluation to establish a setback from the eastern and southern slopes that are based upon a site specific distance established by the laboratory analysis of shear strength and stability of specific locations along the bank. This soils evaluation will also (per City requirements) identify the design parameters for foundation design.

4. *Only the plan sheets were provided to this office. The Applicant should provide HOA documents and CC&Rs for review and to verify that common elements, especially the roads, are maintained and repaired by the HOA.*

This information is provided under separate cover.

5. *A plat was not included to verify if Lot 12 will maintain an access easement for the possibility of a future road connection to the north. The Applicant should address.*

There is no access easement proposed for the possibility of a future road connection to the north.

6. *A plat was not included to verify if access, utilities, and drainage easements are provided.*

A plat has been provided that addresses access, utilities and drainage easements.

7. *Building envelopes should be considered on Lots 15, 16, & 17 for to setbacks from steep slopes.*

The exact language from the geotechnical report has been included as a plat note for the steep slopes. This note requires a site specific soils evaluation to establish a setback from the eastern and southern slopes that are based upon a site specific distance established by the laboratory analysis of shear strength and stability of specific locations along the bank.

The review generated the following additional comment:

8. *The swale detail includes a note for the topsoil thickness by other’s. This should be revised.*

This has been revised to reflect 4” to 6” of the on-site silty clayey topsoil to be used.

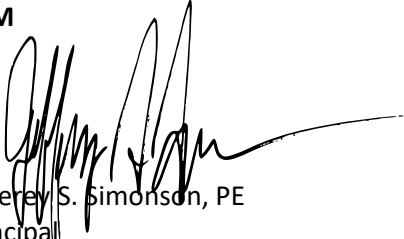
The Applicant should bear in mind that existing water lines, including services, will need to pass a pressure/leak test and bacteriological test prior to issuance of any building permit. Similarly, the integrity of sewer mains and services will also need to be verified prior to building permits.

The work is all proposed to be performed in accordance with the City's Public Works Manual. All water lines will be subjected to pressure and leak testing as well as bacteriological testing. Sewer testing, including lamping and low air pressure leak testing is proposed as well. This holds true for both the mains and services that are to remain. Manholes are to be vacuum tested for leak testing. Testing on the water and sewer lines will be performed after disconnection of those services to be removed is performed.

I hope this letter with the responses adequately address Chris' concerns and clarifications. Upon your receipt and review, if you have questions, please don't hesitate to call.

Respectfully,

SGM



Jefferey S. Simonson, PE
Principal

Patrick Waller

From: Chris@mountaincross-eng.com
Sent: Thursday, January 06, 2022 11:57 AM
To: Patrick Waller
Cc: Brian Prunty; Craig Spaulding
Subject: RE: 010322 Response to MSE Letter.pdf

Patrick:

I reviewed the Plat and the Response letter from SGM. I have no additional questions or comments. Happy new Year!

Sincerely,
Mountain Cross
Engineering, Inc.
Chris Hale, P.E.
826 1/2 Grand Avenue
Glenwood Springs, CO 81601
Ph: 970.945.5544
Fx: 970.945.5558

From: Patrick Waller <pwaller@rifleco.org>
Sent: Wednesday, January 5, 2022 2:57 PM
To: 'Chris@mountaincross-eng.com' <Chris@mountaincross-eng.com>
Cc: Brian Prunty <bprunty@rifleco.org>; Craig Spaulding <cspaulding@rifleco.org>
Subject: FW: 010322 Response to MSE Letter.pdf

Hi Chris,

Attached is a response I received from SGM regarding the Pioneer Mesa application. Will you take a look and let me know if you have any issues?

Thanks,

Patrick Waller
City of Rifle Planning Director
970-665-6499
pwaller@rifleco.org

From: John Kuersten [<mailto:john@kuerstenconstruction.com>]
Sent: Wednesday, January 05, 2022 1:48 PM
To: Patrick Waller
Subject: 010322 Response to MSE Letter.pdf

Pat,

See attached from SGM.

Thank you.

Patrick Waller

From: Orrin Moon <Orrin.Moon@Crfr.us>
Sent: Monday, November 15, 2021 2:36 PM
To: Patrick Waller
Subject: RE: Pioneer Mesa Phase 2 - Final Plat

Patrick,

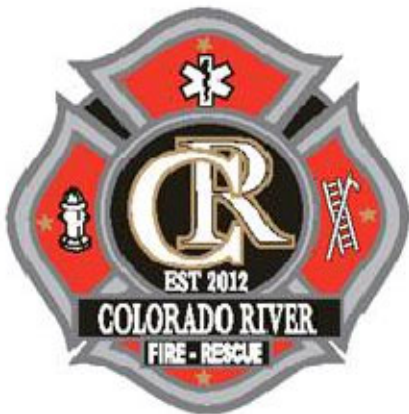
I have reviewed the proposed phase two and I have the following comments:

1. All new road names shall be reviewed and confirmed that no new road name conflicts with other county road names. I have started that process when reviewing the plans and have concerns with a couple of the road names shown on the plans. Developers may need to change some road names once I hear back from our 911 system.
2. The narrow proposed access roads shall have no parking signs installed so the road can be open for emergency access.
3. Parking on Navajo Circle and Sante FE Trail is shown to be 20 feet wide. No parking will be allowed on the roadways and signage shall be installed.

I have no other concerns with proposed Pioneer Mesa 2.

THANK YOU,

ORRIN D. MOON
PREVENTION DIVISION CHIEF/FIRE MARSHAL
COLORADO RIVER FIRE RESCUE
970-625-1243
orrin.moon@crfr.us





Pioneer Mesa Filing 2 Final Plat Comments

1. General Road Notes:
 - a. Discuss Construction Signage in PMI
 - b. Discussion on Striping
2. Shallow Utilities
 - a. Backfill Compaction of All Shallow Utilities must conform to the overall site compaction requirements e.g. if the roadway is to be 95% backfill in the road for shallow utilities should be 95%
3. Utilities
 - a. Any new underground utilities, to include culverts shall be installed with tracer wire and locator boxes as appropriate. To be determined ahead of utility work.
4. Revegetation Discussion
 - a. Mulch
 - b. Fertilizer
 - c. Remove Weeds
 - d. Seasonal Considerations
5. MSU Retaining Wall to be repaired as necessary and properly completed, per original design or needs approval from a Professional Engineer.

Patrick Waller

From: Wakefield, Samantha L <Samantha.l.wakefield@xcelenergy.com>
Sent: Wednesday, November 10, 2021 6:58 AM
To: Patrick Waller
Subject: RE: Pioneer Mesa Phase 2 - Final Plat

Patrick,

Our standard verbiage for new developments, thank you for the updated plans. Look forward to providing power to these new lots.

Xcel has no objections, however the Developer needs to be aware that at the time of submitting an application with Xcel the following will be required and could happen:

1. Accurate BTU loads for the new homes will be required.
2. If determined by area engineer that reinforcement is needed to Xcel's gas main to support added loads from subdivision, said reinforcement will be at Developers expense.
3. Reinforcement costs are required to be paid prior to installation.
4. Tariff changes have taken effect as of 10/1/2019 affecting the cost of subdivision lots averaging less than 60'. They will have a standard cost per lot.

Completion of this City/County review approval process does not constitute an application with Xcel Energy for utility installation. Applicant will need to contact Xcel Energy's Builder's Call Line/Engineering Department to request a formal design for the project. **A full set of plans, contractor, and legal owner information is required prior to starting any part of the construction.** Failure to provide required information prior to construction start will result in delays providing utility services to your project. Acceptable meter and/or equipment locations will be determined by Xcel Energy as a part of the design process. Additional easements may be required depending on final utility design and layout. Engineering and Construction lead times will vary depending on workloads and material availability. Relocation and/or removal of existing facilities will be made at the applicant's expense and are also subject to lead times referred to above. All Current and future Xcel Energy facilities' must be granted easement.

Samantha Wakefield

Xcel Energy

Planner

1995 Howard Ave, Rifle CO 81650

P: 970-625-6028 F: 970-625-6030

E: Samantha.l.Wakefield@xcelenergy.com

Installation Standards Link (Blue Book)

<https://www.xcelenergy.com/staticfiles/xcel-responsive/Admin/Managed%20Documents%20&%20PDFs/Xcel-Energy-Standard-For-Electric-Installation-and-Use.pdf>

Link to service application: https://www.xcelenergy.com/working_with_us/builders

My normal work hours are 6:30am-4:30pm Mon-Thurs



Page 145 of 486

Pioneer Mesa Estates Subdivision

Rifle, Colorado

SGM
118 West Sixth Street, Suite 200
Glenwood Springs, CO 81601
970.945.1004 www.sgm-inc.com



Vicinity Map



118 West Sixth Street, Suite 200
Glenwood Springs, CO 81601
970.945.1004 www.sgm-inc.com

Project Engineer
Jefferey Simonson, P.E. 26152

CITY OF RIFLE, COLORADO

Mayor *Ed Green*
Mayor Protem *Brian Condie*
Councilors *Joe Carpenter*
Chris Bornholdt
Clint Hostettler
Sean Strode
Alicia Gresley

Final Plan Set
January 2022

Sheet List Table

Sheet Number	Sheet Title
C1	Cover Sheet
C2	General Notes
C3	Legends & Abbreviations
C4	Existing Conditions
C5	Demo Plan
C6	Site, Drainage and Utility Plan
C7	Chisholm Trail Plan & Profile
C8	Crockett Circle Plan & Profile (1)
C9	Crockett Circle Plan & Profile (2)
C10	Crockett Circle Plan & Profile (3)
C12	Santa Fe Trail Plan & Profile
C11	Oregon Trail Plan & Profile
C13	Gila Trail Plan & Profile
C14	Detail Sheet



Pioneer Mesa Estates Subdivision
Rifle, Colorado

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Job No. 2020-384.001
Drawn by: TJL
Date: 11-10-2020
QC: JM PE: JS
File: PM-Admin

Title: Cover Sheet
Dwg No. C1
Of: 13

Scope of Work
Access Road, Residential roadways, Site, & Drainage
improvements. Including dry utility locations.

GENERAL ROAD NOTES:

- LIMITS OF CONSTRUCTION SHALL BE 5' BEYOND GRADING LIMITS, BASE OF FILL SLOPES OR TOP OF CUT SLOPES, AND 20' EITHER SIDE OF THE CENTERLINE OF UTILITY INSTALLATIONS, BUT NOT BEYOND FENCE LINE OR RIGHT-OF-WAY LINES. PROJECT LIMITS SHALL ADDITIONALLY INCLUDE ANY DESIGNATED BORROW AREAS, EXCAVATION DISPOSAL AREAS OR MATERIAL OR TOPSOIL STOCKPILE AREAS. RESPECT ALL TREE/VEGETATION PRESERVATION ZONES (PER SPECS).
- TRAFFIC CONTROL REQUIREMENTS:
 - MAINTAIN ACCESS TO OTHER STRUCTURES AT ALL TIMES. TEMPORARY CLOSURE ALLOWED FOR UTILITY WORK -- PROVIDE FOR EMERGENCY ACCESS CONTINUOUSLY.
 - PROVIDE SAFETY CONES, FLAG PERSONS, VERTICAL PANELS WITH BEACONS, SIGNAGE AND BARRICADES AS NECESSARY TO PROTECT PUBLIC AND WORK SITE.
 - PROVIDE SIGNAGE AS REQUIRED BY OWNER AND LOCAL GOVERNMENT WITH JURISDICTION OVER ADJACENT ROADS.
 - COORDINATE ALL TRAFFIC CONTROL AND WORK WITH THE CITY OF RIFLE PUBLIC WORKS DEPARTMENT. SUBMIT MUTCD TO PUBLIC WORKS PRIOR TO CONSTRUCTION.
- THE CONTRACTOR SHALL CERTIFY THAT ALL AGGREGATES USED ON THIS PROJECT ARE FREE FROM HAZARDOUS COMPONENTS IN EXCESS OF THE THRESHOLD CONCENTRATIONS ESTABLISHED BY THE E.P.A.
- PRIME COAT NOT REQUIRED UNLESS INDICATED ON DRAWINGS. PREPARED BASE COURSES SHALL BE PRIMED AT CONTRACTOR'S EXPENSE IF THE SURFACE HAS DETERIORATED DUE TO TRAFFIC, WEATHER OR TIME LAPSE BETWEEN SURFACE PREPARATION AND PLACEMENT OF BITUMINOUS MATERIALS. SUCH THAT, IN THE OPINION OF THE ENGINEER, USE OF PRIME COAT IS REQUIRED. APPLICATION RATE SHALL BE 0.3 GALS/SQ.YD.
- IF TACK COATS ARE REQUIRED, DILUTED EMULSIFIED ASPHALT OR TACK COAT SHALL CONSIST OF 1 PART EMULSIFIED AND 1 PART WATER. RATES OF APPLICATION SHALL BE DETERMINED BY THE ENGINEER AT THE TIME OF APPLICATION. APPROXIMATE RATE SHALL BE 0.1 GALS./SQ.YD.
- THE FOLLOWING SHALL BE USED WITH EACH BITUMINOUS PAVER:
 - A SKI-TYPE DEVICE AT LEAST 30 FEET IN LENGTH.
 - SHORT SKI OR SHOE.
- PAVEMENT MARKING TO INCLUDE THE FOLLOWING:
 - PARKING STALLS, SINGLE WHITE LINE.
 - HANDICAP SYMBOLS.
 - CENTERLINE OF ACCESS ROAD -- DOUBLE YELLOW LINES.
- ALL WORK SHALL BE DONE IN STRICT ACCORDANCE WITH APPLICABLE SECTIONS OF THE SITE SUBSOIL STUDY. CONTRACTOR TO NOTE REQUIREMENTS FOR EXCAVATION, BACKFILL AND SUPPORT MATERIALS. REFERENCED GEOTECHNICAL INVESTIGATION PERFORMED BY GRAND JUNCTION LINCOLN DeVORE, INC. DATED 7/21/2002 FOR ASCENT LLC REAL ESTATE
- SLOPE ASPHALT/CONCRETE AND SOILS AWAY FROM BUILDING AS SHOWN ON PLANS AND FOLLOWING GEOTECHNICAL RECOMMENDATIONS. BUILDINGS / FOOTPRINTS SHOWN ARE PRELIMINARY FOR THE PURPOSES OF SUBDIVISION PLANNING..
- SOURCE OF MAPPING: EXISTING FIELD CONDITIONS WERE UPDATED BY A SURVEY PERFORMED BY SGM IN MARCH 2020 SEE EXISTING CONDITIONS MAP IN CONCERT WITH A SURVEY IN 2003 BY QED SURVEYING SYSTEMS, INC.
- THROUGHOUT ALL PHASES OF CONSTRUCTION, UNTIL THE FINAL ACCEPTANCE OF THE PROJECT, THE CONTRACTOR SHALL KEEP THE WORK SITE CLEAN AND FREE FROM RUBBISH AND DEBRIS. THE CONTRACTOR SHALL ALSO ABATE DUST NUISANCE AS NECESSARY BY CLEANING, SWEEPING AND SPRINKLING WITH WATER OR OTHER MEANS AS NECESSARY. THE CONTRACTOR SHALL HAVE TWENTY-FOUR (24) HOURS AFTER THE DEPOSIT OF ANY DIRT, GRAVEL OR OTHER EXCAVATED MATERIAL TO REMOVE SUCH DEPOSIT. IN THE EVENT THAT THE EARTH, GRAVEL OR OTHER EXCAVATED MATERIAL IS NOT REMOVED, THE ENGINEER SHALL CAUSE SUCH REMOVAL AND THE COST INCURRED SHALL BE DEDUCTED FROM THE BOND. DUST CONTROL WILL ONLY BE REQUIRED IF ADJACENT PROPERTY OWNERS ARE ADVERSELY AFFECTED OR IF DUST ADVERSELY AFFECTS MAINTENANCE OF TRAFFIC DURING THE PROJECT SUCH THAT, IN THE OPINION OF ENGINEER, A WATERING PROGRAM IS APPROPRIATE. IT IS ANTICIPATED DUST CONTROL WILL BE REQUIRED ON THIS PROJECT.
- CONTRACTOR SHALL OBTAIN FROM THE CIVIL ENGINEER A PLAN SET MARKED "FOR CONSTRUCTION" PRIOR TO COMMENCING ANY WORK.

SHALLOW UTILITY NOTES:

- EXISTING UTILITY LOCATIONS ARE A COMBINATION OF SURVEYED FIELD LOCATIONS, OBSERVATIONS, AND EXISTING MAPPING. CONTRACTOR SHALL FIELD VERIFY ALL EXISTING UTILITIES PRIOR TO ANY CONSTRUCTION.
- ALL WORK TO BE DONE IN STRICT COMPLIANCE WITH RESPECTIVE UTILITY COMPANY REQUIREMENTS.
- SHALLOW UTILITIES SHOWN ON THE PLANS ARE SHOWN AS DESIGN LOCATIONS. FIELD CONDITIONS MAY REQUIRE MINOR UTILITY ADJUSTMENTS.
- PROVIDE CONDUIT SIZE AND TYPE PER LOCAL UTILITY PROVIDER.
- PROVIDE CONDUIT STUB A MINIMUM OF 6" ABOVE FINAL GRADE AT LOCATIONS DESIGNATED FOR PEDESTAL INSTALLATION AND CAP.
- DUCT TAPE EACH UTILITY CONDUIT GROUPING (I.E. TELEPHONE, CABLE, ELEC.) TOGETHER ABOVE GRADE AND LABEL.
- PROVIDE PULL STRING IN EACH CONDUIT.
- TRANSITION CONDUIT FROM TYPICAL UTILITY TRENCH SPACING TO PROVIDE SEPARATION FROM VERTICAL APPURTENANCES OF DEEPER UTILITIES.
- GAS UTILITY WILL INSTALL GAS PIPING.
- GAS-- OWNER PROVIDED TRENCH REQUIREMENTS AND FINAL METER LOCATIONS -- XCEL ENERGY. GAS LINE TRENCH SHALL BE EXCLUSIVE TO XCEL AND SHALL BE LOCATED SO THAT GAS MAIN AND SERVICES ARE A MINIMUM OF 5 FEET FROM ALL ELECTRICAL LINES.
- GAS MAIN SHALL HAVE A MINIMUM OF 36" OF APPROVED BACK-FILL OR COVER.
- GAS-- WIDTH OF TRENCH SHALL NOT BE LESS THAN (10") FOR 2" MAIN OR ANY SERVICE INSTALLATION AND (14") FOR 4" MAIN INSTALLATION. WHERE TIE-INS OR CROSSINGS ARE LOCATED BELL-HOLES SHALL BE PROVIDED, SIZE OF WHICH SHALL ALLOW ADEQUATE WORKING SPACE FOR MEN AND EQUIPMENT.
- GAS-- BEDDING MATERIAL SHALL BE ROCK FREE. BEDDING MATERIAL SHALL NOT CONSIST OF ANY FRACTURED ROCK TYPE MATERIAL. ALL BEDDING MATERIAL TO BE PRE-APPROVED BY XCEL REPRESENTATIVE.
- GAS-- WHEN ROCKY CONDITIONS ARE ENCOUNTERED THE TRENCH BOTTOM SHALL BE CLEAN AND THE GAS MAIN BEDDED A MINIMUM OF 6" BELOW AND 12" ABOVE WITH PRE-APPROVED BEDDING MATERIAL.
- GAS-- PIPELINE TO BE BEDDED AND BACK-FILLED THE SAME DAY AS INSTALLED.
- GAS-- CONTRACTOR/DEVELOPER RESPONSIBLE FOR COMPACTION REQUIREMENTS PER SPECIFICATIONS.
- GAS-- PRIOR TO TRENCHING, A PRE-CONSTRUCTION MEETING WILL BE HELD WITH XCEL REPRESENTATIVE AND EXCAVATION SUPERVISOR AND/OR SUB-CONTRACTOR SUPERVISOR.
- ALL SITE CLEANUP AND LANDSCAPING TO BE COMPLETE BY CONTRACTOR/DEVELOPER.
- IT IS THE RESPONSIBILITY OF THE CONTRACTOR/DEVELOPER TO DISPOSE OF EXCESS MATERIALS OR SPOILS.
- ELEC-- CONTRACTOR TO INSTALL (1) 4" CONDUIT FURNISHED BY XCEL ENERGY. BED CONDUIT WITH 3/4" MINUS MATERIAL, 4" BELOW TO 4" ABOVE CONDUIT. PULL CORD TO BE FURNISHED AND INSTALLED BY CONTRACTOR.
- CABLE-- COMCAST CABLE WILL PROVIDE ANY REQUIRED VAULTS AND PEDESTALS AND FINAL PLACEMENT.
- CABLE-- COMCAST REQUESTS CONTRACTOR TO FURNISH 3" DIAMETER, SCHEDULE 40 PVC CONDUIT.
- CABLE-- CONTRACTOR TO INSTALL CONDUIT; BED CONDUIT WITH 3/4" MINUS MATERIAL, 4" BELOW TO 4" ABOVE CONDUIT; STUB CONDUIT ABOVE GROUND AT PEDESTAL LOCATIONS; PULL CORD TO BE FURNISHED AND INSTALLED BY CONTRACTOR.
- TELE-- CENTURYLINK REQUESTS CONTRACTOR TO SUPPLY 4" SCHEDULE 40 PVC CONDUIT.
- TELE-- CENTURYLINK REQUESTS INSTALLATION OF SWEEPS TO HAVE A MINIMUM 9 FOOT RADIUS.
- TELE-- CENTURYLINK REQUESTS SWEEPS TO BE GLUED IN PLACE, EXTEND AT LEAST 12" ABOVE GROUND, AND TO BE PLACED CLOSELY TOGETHER TO FIT INSIDE A SINGLE PEDESTAL.

GENERAL UTILITY NOTES:

- THE APPROXIMATE LOCATION OF ALL KNOWN UTILITIES (WATER, SEWER, GAS, PHONE, ELECTRIC, CABLE, ETC.) ARE SHOWN ON THE DRAWINGS. THE CONTRACTOR SHALL CONTACT ALL UTILITY OWNERS TO VERIFY BOTH LOCATION AND DEPTH OF UTILITIES BEFORE ANY WORK BEGINS. CONTRACTOR SHALL BEAR THE RESPONSIBILITY FOR THE PROTECTION OF UTILITIES DURING CONSTRUCTION. NO ADDITIONAL PAYMENT WILL BE MADE FOR UTILITIES LOCATED BUT NOT SHOWN IN DRAWINGS.
- THE CONTRACTOR WILL BE RESPONSIBLE FOR RESTORING ANY DISTURBED AREAS IN ACCORDANCE WITH SPECIFICATIONS.
- FOLLOW ALL CDPHE (COLORADO DEPARTMENT OF HEALTH & ENVIRONMENT) REGULATIONS FOR WATER AND SEWER LINE CROSSINGS & CITY OF RIFLE SEPARATION REQUIREMENTS FROM THE PUBLIC WORKS MANUAL.
- REPLACE ALL DISTURBED ASPHALT, WHEN DAMAGED, WITH 3" PG 58-22 ASPHALT ON 8" OF CLASS 6 AGGREGATE BASE COURSE COMPACTED TO 95% STANDARD DENSITY OVER PREPARED SUBGRADE (12"). PROVIDE T-PATCH AT ALL JOINTS WITH ASPHALT IF THE EXISTING ASPHALT IS GREATER THAN 4" THICK. USING MILLING MACHINE TO ESTABLISH UPPER (WEARING COURSE) LIFT.

GENERAL WATER NOTES:

- ALL WATER MAINS SHALL BE INSTALLED WITH A 4--1/2 FOOT MINIMUM DEPTH OF COVER. IF GRADE CONFLICTS OCCUR WITH EXISTING UTILITIES OR OTHER OBSTRUCTIONS, COORDINATE WITH ENGINEER AND CITY OF RIFLE PUBLIC WORKS DEPARTMENT THE NECESSARY RELOCATION OF WATER LINE.
- ALL FITTINGS (BENDS, CROSSES, PLUGS, VALVES AND TEES) TO HAVE A CONCRETE THRUST BLOCK INSTALLED IN ACCORDANCE WITH THE THRUST BLOCK TABLE SHOWN ON PWM DETAIL WITH A STATIC PRESSURE OF 150 PSI. MEGALUGS ARE REQ'D IN ADDITION TO THE CONV. THRUST BLOCK. ALL CONCRETE THRUST BLOCK SHALL BE FORMED AND POURED IN PLACE AGAINST NATIVE SOIL OR SOIL WITH PROPER COMPACTION ON ALL FITTINGS INCLUDING TAPS 4" OR LARGER TO RESIST HYDRAULIC THRUST.
- THE WATER LINE LOCATION SHOWN UTILIZES JOINT DEFLECTION. (A MAX. OF 1 1/2" PER JOINT) IN NO CASE SHALL FIELD DEFLECTIONS EXCEED MANUFACTURERS REC'S. CONTRACTOR SHALL VERIFY THAT THE MANUFACTURER WILL ALLOW JOINT DEFLECTION PRIOR TO ORDERING.
- PROVIDE C900, CLASS 200 PVC FOR MAIN LINE AND PURE CORE SERVICES INSTALLED PER REQUIREMENTS OF THE CITY OR RIFLE PUBLIC WORKS MANUAL.
- ALL FITTINGS SHALL BE CLASS 150 DUCTILE IRON PIPE, FULL EPOXY COATED AND OF MECHANICAL JOINT OR PRE-APPROVED FLANGED FITTING AS DICTATED BY THE APPURTENANCES TO BE INSTALLED. POLYWRAP ALL DUCTILE IRON PIPE FITTINGS AND HYDRANT APPURTENANCES BELOW GRADE.
- PROVIDE RESILIENT WEDGE GATE VALVES PER CITY OF RIFLE PUBLIC WORKS MANUAL.
- FIRE HYDRANTS SHALL BE "MUELLER CENTURION" WITH A 6" MECHANICAL JOINT END CONNECTION MODEL A-423 OR PRE-APPROVED EQUIVALENT.
- THE CONTRACTOR SHALL ENSURE PIPES ARE FREE OF GRAVEL AND DEBRIS PRIOR TO BEING INSTALLED IN THE TRENCH. IF THE PIPE IS DIRTY, HAS GRAVEL OR DEBRIS INSIDE, OR HAS SAT UNUSED FOR A LONG PERIOD OF TIME, THE PIPE WILL REQUIRE CLEANING PRIOR TO INSTALLATION.
- THE PIPE SHALL BE BEDDED FOR THE FULL LENGTH OF THE PIPELINE, THE BEDDING MATERIAL SHALL BE EITHER CLASS 6 ABC OR ¾" CHIP. THE BEDDING SHALL EXTEND FROM 6 INCHES BELOW THE PIPE AND BELLS TO 12 INCHES OVER THE TOP OF THE PIPE AND BELLS. BEDDING WILL EXTEND THE FULL WIDTH OF THE EXCAVATION. CONTRACTOR SHALL PROVIDE SPECIFICATION OF GRAVEL PRIOR TO INSTALLATION.
- BACKFILL MATERIAL FROM 12 INCHES ABOVE THE TOP OF THE PIPE TO THE TOP OF THE TRENCH SHALL BE CLASS 6 BASE COURSE MATERIAL IN ALL STREET RIGHT-OF-WAYS WITH 95% COMPACTION MPD. PROVIDE GEOTECHNICAL TEST RESULTS FOR TRENCH WORK.
- CONCRETE THRUST BLOCKS SHALL BE FORMED AND POURED IN-PLACE AGAINST NATIVE SOIL OR SOIL WITH PROPER COMPACTION ON ALL FITTINGS AS DEFINED BY PROJECT ENGINEER, INCLUDING TAPS 4" OR LARGER. POLY WRAP BOND BREAKER SHALL BE INSTALLED BETWEEN CONCRETE AND ALL PIPES AND ASSOCIATED APPURTENANCES.
- ALL FITTINGS SHALL HAVE MEGA-LUG RETAINER GLANDS IN ADDITION TO CONCRETE THRUST BLOCKS, OR COR-TEN TIE RODS.
- THE CONTRACTOR SHALL NOTIFY THE CITY OF RIFLE WATER DEPARTMENT AT LEAST 48 HOURS PRIOR TO THE START OF CONSTRUCTION AND ANY NON-EMERGENCY REQUESTS FOR TESTING, WORKING VALVES OR SYSTEM VERIFICATIONS.
- A CHLORINATION/BACTERIOLOGICAL, FLUSHING, HYDROSTATIC/LEAKAGE AND CONDUCTIVITY TEST WILL BE REQUIRED ON ALL NEW LINES AND SYSTEMS BEFORE ACCEPTANCE BY THE WATER DEPARTMENT. THESE TESTS SHALL BE PERFORMED AS PESTICIDABLE ANS/AWWA STANDARD C651. AND SHALL BE CONDUCTED AND COORDINATED WITH THE CITY OF RIFLES UTILITIES DEPARTMENT.
- WATER SERVICES: 4" IN SIZE AND LARGER SHALL BE INSTALLED WITH A TEE ON MAIN, GATE VALVE OF SIMILAR SIZE, LENGTH OF PIPE AS REQUIRED TO TIE INTO EXISTING WATER SERVICE AND A MECHANICAL COUPLING. 2" AND SMALLER IN SIZE SHALL BE INSTALLED WITH A CORP STOP ON MAIN WATER LINE. HDPE SERVICE LINE OF SIMILAR SIZE TO A NEW CURB STOP. IN ALL CASES, FIELD VERIFY LINE SIZE AND TYPE. NEW WATER SERVICE INSTALLATIONS ARE TO AVOID ADDITIONAL FITTINGS WHEN CONNECTING TO EXISTING WATER SERVICE AS BEST AS POSSIBLE. THE NEW CURB STOP WILL BE PLACED AT OR NEAR THE PROPERTY BOUNDARY OR EASEMENT DELINEATION WITH A METER PIT NEARBY. COORDINATE WITH CITY FOR EXACT METER PIT LOCATIONS.
- VERTICAL SEPARATION BETWEEN WATER AND SEWER LINES SHALL BE 24" INCHES, WATER ABOVE SEWER. IF THIS CANNOT BE ACCOMPLISHED, COORDINATE WITH CITY FOR ALTERNATIVES.
- WATER LINES TO HAVE 10-GA SOLID TRACER WIRE FOR ALL LENGTHS AND SIZES, PUBLIC OR SERVICES. ADDITIONAL TRACER WIRE BOXES MAY BE REQUIRED FOR APPROPRIATE TIE IN LOCATIONS.
- ALL WATER LINES AND SERVICES TO BE TESTED IN ACCORDANCE WITH THE CITY OF RIFLE PUBLIC WORKS MANUAL. BACTERIOLOGICAL TESTING WILL NEED TO BE PERFORMED IN ACCORDANCE TO THE PUBLIC WORKS MANUAL AS WELL. CONTRACTOR TO COORDINATE ALL TESTING WITH THE WATER DEPARTMENT.

GENERAL SEWER NOTES:

- ALL SANITARY SEWER UTILITY WORK SHALL BE COMPLETED IN ACCORDANCE WITH THE CITY OF RIFLE STANDARDS AND SPECIFICATIONS.
- SANITARY SEWER PIPE SHALL BE PVC SDR 35 PIPE.
- CONTRACTOR SHALL INSTALL, OPERATE, AND MAINTAIN A SEWAGE BYPASS SYSTEM AS NEEDED FOR ANY TIE INS OR INTERRUPTIONS FOR THE DURATION OF THE PROJECT.
- MAINTAIN A MINIMUM OF 10 FEET HORIZONTAL SEPARATION BETWEEN WATER AND SANITARY SEWER MAINS AND SERVICES (MEASURED OUTSIDE OF PIPE TO OUTSIDE OF PIPE). MAINTAIN A MINIMUM OF 2 FEET VERTICAL SEPARATION BETWEEN SANITARY SEWER AND WATER/STORM SEWER CROSSINGS (MEASURED OUTSIDE OF PIPE TO OUTSIDE OF PIPE) OR OTHERWISE PROVIDE ENCASEMENT PER CDPHE.
- INSULATION (4" THICK) TO BE INSTALLED WHEREVER SEPARATION DISTANCE BETWEEN STORM SEWER AND SANITARY SEWER IS LESS THAN 2 FEET.
- ALL EXISTING SANITARY SEWER MAIN SHALL BE REMOVED FROM THE GROUND UNLESS SHOWN AS BEING ABANDONED. CONFIRM WITH PLANS AND CITY WHAT, IF ANY SEWER SHALL BE ABANDONED.
- SANITARY SEWER SERVICES SHALL BE INSTALLED AT A MINIMUM SLOPE OF 2%.
- ALL SERVICES SHALL BE CAPPED DURING SANITARY SEWER MAIN TESTING.
- MARK ENDS OF ALL SEWER SERVICE LINES WITH FENCE POST, 3-WAY SWING TIES AND DEPTH TO SERVICE.
- CONTRACTOR TO VERIFY THE GRADE OF ALL EXISTING SEWER LINES BEFORE INSTALLING ANY PIPE TO VERIFY INVERT ELEVATIONS. CONTACT ENGINEER WITH ANY DIFFERENCES IN ELEVATIONS SO THAT GRADES CAN BE ADJUSTED.
- CONTRACTOR SHALL POTHOLE ALL MISCELLANEOUS UTILITIES THAT WILL CROSS OR PARALLEL THE LINE PRIOR TO INSTALLING NEW LINE. IF GRADE CONFLICTS OCCUR, CONTACT ENGINEER SO THAT GRADES CAN BE ADJUSTED.
- PLAN VIEW DISTANCE BETWEEN MANHOLES IS CENTERLINE TO CENTERLINE OF MANHOLES. PROFILE DISTANCE AND SLOPE BETWEEN MANHOLES IS FROM INVERT OUT TO INVERT IN OF MANHOLES (CL. TO CL. MANHOLE DISTANCE MINUS 1/2 INSIDE DIAMETER OF EACH MANHOLE).
- THE SEWER MANHOLES SHOWN IN PLAN VIEW INDICATE THE LOCATION OF THE STEPS WITHIN THE MANHOLE AND MANHOLE RIM LOCATION BY A BLACKENED CIRCLE. THIS WILL BE THE REQUIRED LOCATION FOR EACH MANHOLE SHOWN.
- ALL KNOWN SERVICES WHICH TIE INTO THE EXISTING MAIN ARE SHOWN. ANY SERVICE WHICH IS NOT SHOWN BUT TIES INTO MAIN SHALL BE REPLACED AND TIED INTO NEW MAIN.
- SEWER SERVICE TO HAVE 4" MINIMUM OF CLASS 6 ABC OR ¾" CHIP AS BEDDING MATERIAL. THE SAME MATERIAL SHOULD BE BROUGHT UP TO 6" ABOVE THE TOP OF THE PIPE.
- ALL SEWER LINES AND SERVICES SHALL BE PRESSURE TESTED IN ACCORDANCE TO THE CITY OF RIFLE PUBLIC WORKS MANUAL. FOR SEWER MANHOLES (EXISTING), VACUUM TESTING SHALL BE PERFORMED PER THE PUBLIC WORKS MANUAL AS WELL.

STORM SEWER NOTES:

- ALL STORM PIPING OR CULVERTS SHALL BE REINFORCED CONCRETE PIPE WITH WALL "B" THICKNESS OR ADS N-12. CMP IS NOT ALLOWED.
- FOLLOW CDPHE AND NOTES ON THIS SHEET FOR ALL STORMWATER/POTABLE WATER CROSSINGS.
- ALL MANHOLES SHALL BE 4' PRECAST CONCRETE FOR CULVERTS SIZES UP TO 24" IN DIAMETER, HAVE AN ECCENTRIC CONE UNLESS SPECIAL CONDITIONS ARISE FOR ALTERNATIVE SIZING. PIPES LARGER THAN 24" NEED, AT A MINIMUM, 5' DIAMETER MANHOLE.
- ALL DRAIN INLETS SHALL FIT TO CURB GEOMETRY.

LANDSCAPE NOTES:

- ALL AREAS DISTURBED BY ROAD OR UTILITY CONSTRUCTION OR OVER-LOT GRADING SHALL BE REVEGETATED WITH DRYLAND SEED MIXTURE. PROVIDE FRESH, CLEAN, NEW-CROP SEED COMPLYING WITH TOLERANCE FOR PURITY AND GERMINATION ESTABLISHED BY OFFICIAL SEED ANALYSIS OF NORTH AMERICA. PROVIDE SEED OF GRASS SPECIES, PROPORTIONS AND MINIMUM PERCENTAGES OF PURITY, GERMINATION, AND MAXIMUM PERCENTAGE OF WEED SEED, AS SPECIFIED.
- FOR DRYLAND SEEDED AREAS, PROVIDE FERTILIZER WITH COMMERCIAL TYPE MIXTURE OF 16-16-8 OR SIMILAR RATION, NOT LESS THAN 15 LBS PER ACRE FOR NITROGEN RATE.
- MULCH ALL SEEDED AREAS WITH CONWEB LONG FIBER MULCH, HAY OR STRAW. MATERIAL FOR STRAW MULCHING SHALL CONSIST OF STRAW OR OATS, BARLEY, WHEAT OR RYE AND SHALL NOT CONTAIN SEED OF NOXIOUS WEEDS. CLEAN FIELD HAY MAY BE SUBSTITUTED FOR STRAW WHEN APPROVED BY THE ENGINEER. STRAW OR HAY IN SUCH AN ADVANCED STAGE OR DECOMPOSITION AS TO SMOTHER OR RETARD THE NORMAL GROWTH OF GRASS WILL NOT BE ACCEPTED. CONWEB FIBER MULCH, PREVIOUSLY SPECIFIED, SHALL BE APPLIED AT A RATE OF 1500 LBS./ACRE. HAY OR STRAW SHALL BE APPLIED IN A UNIFORM MANNER AT A RATE OF 1.5 TONS/ACRE.
- PROVIDE EROSION CONTROL BLANKET ON ALL SLOPES OF 2:1 OR STEEPER.
- PRIOR TO REVEGETATION, PLANTING OR TOPSOIL PLACEMENT, ALL CUT OR FILL SLOPES WILL BE CONTOURED TO BLEND WITH ADJACENT TERRAIN. VARIOUS SLOPE MOLDING TECHNIQUES WILL BE USED TO ENHANCE THE AESTHETIC QUALITY OF THE SLOPE, WHILE MAXIMIZING THE REVEGETATION POTENTIAL. ALL CUT AND FILL SLOPES ALSO BEING ROUNDED AT THE TOE TO BLEND WITH THE EXISTING TERRAIN. ADDITIONALLY, WHERE SOILS AND STEEPNESS OF SLOPES PERMIT, TERRACES WILL BE CONSTRUCTED TO AID THE REVEGETATION PROCESS.
- SEEDING SHALL BE DONE BY HYDROSEEDING, DRILLING, OR HAND BROADCASTING. HYDROSEED SHALL BE APPLIED IN A WATER AND LIGHT MULCH SLURRY AFTER WHICH MULCH WILL BE APPLIED TO COVER THE SEED. ANY AREAS THAT CANNOT BE REACHED BY HYDROSEEDING OR DRILL SEEDING SHALL BE HAND BROADCAST. AREAS SEEDD BY HAND BROADCASTING SHALL BE LIGHTLY RAKED.
- DRYLAND SEEDING SHALL BE PERFORMED AS SOON AS PRACTICAL AFTER COMPLETING OF CONSTRUCTION, WITHIN THE APPROPRIATE SEASON. SEEDING SHALL BE PERFORMED AFTER SPRING THAW UNTIL JUNE 30TH, OR AFTER SEPTEMBER 1 UNTIL CONSISTENT GROUND FREEZE.
- CONTRACTOR / APPLICANT MAY NEED TO PROVIDE WATERING FOR ANY REVEGETATION FOR UP TO 1-YEAR OR SUBSTANTIAL VEGETATIVE COVER IS ACHIEVED.
- IF AREAS THAT ARE HYDROSEEDD DO NOT SHOW SUFFICIENT GROWTH, A MORE INTENSIVE PROCEDURE SUCH AS DRIL SEEDING OR OTHER METHOD WILL BE REQUIRED WITH ADDITIONAL WARRANTY TIME FOR AREAS IMPACTING OR WITHIN THE CITY ROW.

REVEGETATION:

- HYDROSEEDING WILL OCCUR WHERE THERE ARE HAZARDOUS DISTURBED SLOPES AND AREAS OF DISTURBANCE WITH 15% SLOPES OR GREATER (GARFIELD COUNTY RECLAMATION GUIDELINES).
- SEEDING MATERIAL TO BE USED FOR RECLAMATION:

TOTAL SEEDING RATE: 24 LBS PER ACRE (DRILL SEEDING) ALL OTHER METHODS WILL NEED TO DOUBLE THIS SEEDING APPLICATION RATE.

COMMON NAME	APPLICATION RATE (DRILL SEEDING) LBS/ACRE
1 AMERICAN SLOUGHGRASS	3 (IN WET AREAS, OMIT IF NOT NEEDED)
2 INDIAN RICEGRASS	2.5
3 BLUESBUNCH WHEATGRASS	4
4 WESTERN WHEATGRASS	7
5 GALLETIA GRASS	5
6 ALKALI SACATON	2
7 WINTERFAT	0.5

UTILITY CONTACT INFORMATION:

ELECTRICAL & GAS UTILITY CONTACT: XCEL ENERGY (970) 625-6000

CABLE TV UTILITY CONTACT: COMCAST CABLE (970) 925-4311.

PHONE UTILITY CONTACT: CENTURYLINK (970) 328-8209.

WATER & SEWER UTILITY CONTACT: CITY OF RIFLE (970) 665-6590



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Pioneer Mesa Estates
Subdivision
Rifle, Colorado

By	Date	Revision	Job No.	Drawn by:	Date:	QC:	PE:	File:
			2020-384.001	TL	11-10-2020	JM		PM-Admin

Project Milestone: For Construction

Title:
General Notes

Dwg No.

C2

Of: 13

Legend

Linetypes

<u>EXISTING</u>	<u>PROPOSED</u>	<u>DESCRIPTION</u>
— T — — OH — —	— T — OH — —	OVERHEAD TELEPHONE LINE
— — — T — — — T —	— T — T — —	UNDERGROUND TELEPHONE LINE
— — — G — — — G —	— G — G — —	LOW PRESSURE GAS LINE
— G — — HP — —	— G — HP — —	HIGH PRESSURE GAS LINE
— — — TV — — — TV —	— TV — TV — —	UNDERGROUND CABLE TELEVISION LINE
TV — — — OH — —	— TV — OH — —	OVERHEAD CABLE TELEVISION LINE
— — — E — — — E —	— E — E — —	UNDERGROUND ELECTRICAL LINE
E — — — OH — —	— E — OH — —	OVERHEAD ELECTRICAL LINE
— — — 12"DR — —	—————	STORM DRAIN LINE & SIZE
— — 8"W — — — 8"W —	——— 8"W ———	WATER LINE & SIZE
— — WS — — — WS —	——— WS ———	WATER SERVICE LINE
— — 8"S — — — 8"S —	——— 8"S ———	SANTARY SEWER LINE & SIZE
— — SS — — — SS —	——— SS ———	SANTARY SEWER SERVICE LINE
— — FO — — — FO —	——— F.O. ———	FIBER OPTIC LINE
— — IRR — — — IRR —	——— IRR ———	IRRIGATION LINE
... —————>	—————>	DRAINAGE SWALE FLOWLINE
— x — x — x — x — x —	x x x x x x	BARBED-WIRE FENCE LINE
- - / - - / - - / - - / - - /	// // // //	COMBINATION FENCE
— o — o — o — o — o —	o o o o o o	CHAIN LINK FENCE
— PF — PF —	— PF — PF —	PLASTIC FENCE
— SF — SF —	— SF — SF —	SILT FENCE
18" CMP = = = = =	24" CMP ===== =====>	CULVERT, SIZE & FES
-----	=====	EDGE OF PAVEMENT
-----	---	EDGE OF WATER
-----	-----	CENTERLINE
		GUARDRAIL
oooooo	oooooooooooo	ROCK WALL
: : : :	=====	CONTOURS
-----	-----	RIGHT-OF-WAY
~~~~~	~~~~~	VEGETATION
LDA — LDA — LDA —	— LDA — LDA — LDA —	LIMITS OF DISTURBED AREA
+ + + + +	+ + + + +	RAILROAD TRACKS
-----	-----	TOP OF CUT
-----	-----	TOP OF FILL
-----	-----	EASEMENT
-----	-----	BUILDING ENVELOPE

### Symbols

EXISTING	PROPOSED	DESCRIPTION
		DECIDUOUS TREE
		CONIFEROUS TREE
		MONUMENT MARKER
		CONTROL POINT
		TELEPHONE PEDESTAL
		CABLE PEDESTAL
		ELECTRIC TRANSFORMER
		ELECTRIC PEDESTAL
		ELECTRIC VAULT
		ELECTRIC SERVICE T-POST
		ELECTRIC METER
		HEATING/AIR CONDITIONING UNIT
		GAS MARKER
		GAS METER
		GAS VALVE
		GAS WELL
		MANHOLES-TELE/DRAINAGE/SEWER/ WATER/ELEC PER PLAN REFERENCE
		CURB INLET
		STORM DRAIN INLET
		CLEAN-OUT
		WATER VALVE
		FIRE HYDRANT
		WATER SHUT-OFF VALVE
		WATER METER
		WATER SPIGOT
		WELL
		IRRIGATION VALVE
		IRRIGATION CONTROL VALVE
		IRRIGATION CONTROL BOX
		IRRIGATION HEADGATE
		IRRIGATION MANHOLE
		IRRIGATION SPRINKLER HEAD
		PVC PIPE
		UTILITY POLE
		GUY WIRE
		STREET LIGHT POLE
		FLOOD LIGHT
		SIGN
		MAILBOX
		BOLLARD
		FIBER OPTIC LINE MARKER
		FINISHED SPOT ELEV. W/ DESCRIPTION
		NEW FLARED END SECTION (HDPE)
		NEW FLARED END SECTION (CMP)
		SOIL BORING LOCATION
		TEST PIT LOCATION
		EROSION CONTROL LOG
		LARGE ROCK/BOULDER
		T-POST
		SATELLITE DISH
		TRENCH
		MINIMUM 4" TOP SOIL OR SPECIFIED ALTERNATIVE

### Hatching

<u>EXISTING</u>	<u>PROPOSED</u>	<u>DESCRIPTION</u>
		ASPHALT MILLING
		ASPHALT
		CONCRETE SURFACING (PLAN VIEW)
		CONCRETE SURFACING (SECTION VIEW)
		GRAVEL SURFACING
		RIPRAP/RIVER ROCK
		RE-ESTABLISH NATIVE VEGETATION
		WOOD DECK
		FLAGSTONE
		UNDISTURBED SOIL
		RECOMPACTED SOIL

## Abbreviations

A	AT	GB	GRADE BREAK	PERM	PERMANENT
B	DEGREE	GIS	GEOGRAPHICAL INFORMATION SYSTEM	PG	PAGE
#	DIAMETER	GPM	GALLONS PER MINUTE	POL	PROFILE GRADE LINE
#	NUMBER	GPS	GLOBAL POSITIONING SYSTEM	PI	POINT OF INTERSECTION
AAC	ALUMINUM ARCH CULVERT	GR	GRAVEL	PL	PROPOSED LINE
AASHTO	AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS	GRAV	GRAVEL	PM	PROJECT MANAGER
ABC	AGGREGATE BASE COURSE	GS	GAS SERVICE	PNT	POINT
ABUT	ABUTMENT	GV	GATE VALVE	POC	POINT ON CURVE
ACH	ASBESTOS CONTAMINATING MATERIAL	HAZMAT	HAZARDOUS MATERIALS	POT	POINT ON TANGENT
ACM	ASBESTOS CEMENT PIPE	HC	HANDICAP RAMP	PRC	POINT OF REVERSE CURVE
ADA	AMERICANS W/ DISABILITIES ACT	HCL	HORIZONTAL CONTROL LINE	PROP	PROPOSED
ADT	AVERAGE DAILY TRIPS	HOPE	HIGH DENSITY POLYETHYLENE	PRV	PRESSURE REDUCING VALVE
ALT	ALTERNATE	HMA	HOT MIXED ASPHALT	PSF	POUNDS PER SQUARE FEET
AP	ANGLE POINT	HORIZ	HORIZONTAL	PSI	POUNDS PER SQUARE INCH
APWA	AMERICAN PUBLIC WORKS ASSOCIATION	HOV	HIGH OCCUPANCY VEHICLE	PT	POINT OF TANGENCY
AS	ASPHALT	HP	HIGH POINT	PUD	PLANNED UNIT DEVELOPMENT
ASD	ALLOWABLE STRESS DESIGN	HPC	HIGH PRESSURE GAS	PVC	POLYVINYL CHLORIDE
ASPH	ASPHALT	HWY	HIGHWAY	PVI	POINT OF VERTICAL INTERSECTION
ATB	ASPHALT TREATED BASE	HYD	HYDRAULIC	PVM	PAVEMENT
B	BEARING (CHORD DIRECTION)	ID	INSIDE DIAMETER	PVT	POINT OF VERTICAL TANGENCY
BBL	BARRELS	INT	INTERSECTION	Q	QUALITY ASSURANCE/QUALITY CONTROL
BCKF	BACK FACING	INV	INVERT	QTY	QUANTITY
BCKP	BLACK FACING	IPD	INLET PROTECTION	R	RIGHT
BLM	BUREAU OF LAND MANAGEMENT	JB	JUNCTION BOX	R-R	REMOVE AND REPLACE
BM	BENCHMARK	KIP	THOUSAND POUNDS	RAD	RADIUS
BMP	BEST MANAGEMENT PRACTICES	KW	KILOWATT	RCP	REINFORCED CONCRETE PIPE
BOW	BACK OF SIDEWALK	L	LEFT	REF	REFERENCE
BP	BEGIN PROJECT, BEGINNING POINT	LGTH	LENGTH	REQ	REQUIRED
BT	BEGIN TRANSITION	LB/FT	POUNDS PER FOOT	REVEG	REVEGETATE
BVCE	BEGINNING VERTICAL CURVE ELEVATION	LEED	LEADERSHIP IN ENERGY AND ENVIRONMENTAL DESIGN	RFTA	ROARING FORK TRANSIT AUTHORITY
BVCS	BEGINNING VERTICAL CURVE STATION	LF	LINEAR FOOT	ROW	RIGHT OF WAY
BW	BOTTOM OF WALL	LOMR	LETTER OF MAP REVISION	RSS	REINFORCED SOIL SLOPE
C	CURB	LPTM	LOW PROFILE FORCE MAIN	RW	RETAINING WALL
CB	CONCRETE BOX CULVERT	LP	LOW POINT	SAC	STEEL ARCH CULVERT
CC	CURB CUT	LS	LUMP SUM	SAN	SANITARY
CDOT	COLORADO DEPARTMENT OF TRANSPORTATION	LTA	LANDSCAPED AREA	SB	SOUTH BOUND
CDPHE	COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT	LT	LIGHT POLE	SCF	SEDIMENT CONTROL FENCE
CF	CUBIC FEET	LTB	LIME TREATED BASE	SD	STORM DRAIN
CF3	CUBIC FEET PER SECOND	LUM	LUMINARY	SDR	STANDARD DIMENSION RATIO
CG	CURB AND GUTTER	M	METERS	SE	SOUTHEAST
CL	CL IN PLACE	MAT'L	MATERIAL	SECT	SECTION
CMP	CONCRETE MASONRY UNIT	MAX	MAXIMUM	SECT	SECTION
CMU	CONCRETE MASONRY UNIT	MH	MANHOLE	SHLDR	SHOULDER
CO	CONCRETE	MHT	METHOD OF HANDLING TRAFFIC	SL	SANITARY SEWER LINE
COM	COMMUNICATIONS	MIN	MINIMUM	SMH	SANITARY SEWER MANHOLE
CONC	CONCRETE	MISC	MISCELLANEOUS	SOD	SOIL LOSS AREA
CONST	CONSTRUCTION	MLW	MASONRY LANDSCAPE WALL	SS	SANITARY SEWER SERVICE
CONT	CONTINUOUS	MP	MILE POST	SSD	STOPPING SIGHT DISTANCE
CON	CONCRETE	MPH	MILES PER HOUR	STA	STATION
CPE	CORRUGATED POLYETHYLENE PIPE	MSE	MECHANICALLY STABILIZE EARTH	STBK	SETBACK
CSP	CORRUGATED STEEL PIPE	MUTCD	MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES	SW	SIDEWALK
CTB	CEMENT TREATED BASE	MW	MONITORING WELL	SY	SQUARE YARDS
CU	CUBIC	N	NORTHING	SYM	SYMMETRICAL
CU	CUBIC YARD	N/A	NOT APPLICABLE	T	TREAD STAIRS
D	DEEP	NAT	NATIVE GRASS AREA	TAN	TANGENT
DB	DECELS	NAVD	NORTH AMERICAN VERTICAL DATUM	TBC	TOP BACK OF CURB
DEG	DEGREES	NB	NORTH BOUND	TBLK	THRUST BLOCK
DHV	DESIGN HOUR VOLUME	NE	NORTHEAST	TC	TOP OF CURB
DIA	DIAMETER	NEPA	NATIONAL ENVIRONMENTAL POLICY ACT	TCE	TEMPORARY CONSTRUCTION EASEMENT
DIP	DUCTILE IRON PIPE	NFPA	NATIONAL FIRE PROTECTION ASSOCIATION	TOP	TRAFFIC CONTROL PLAN
DIV	DIVISION OF WILDLIFE	NGVD	NATIONAL GEODETIC VERTICAL DATUM 1929	TELE	TELEPHONE
DRAIN	DRAIN	NHS	NATIONAL HIGHWAY SYSTEM	TEMP	TEMPORARY
DTM	DIGITAL TERRAIN MODEL	NIP	NAIL IN PLACE	TP	TOP OF PIPE
DWG	DRAWING	NO	NUMBER	TRANS	TRANSITION
E	EASTING	NPDES	NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM	TRFLG	TRAFFIC FLANGE OF FIRE HYDRANT
EA	EACH	NTP	NOTICE TO PROCEED	TW	TOP OF WALL
EB	EAST BOUND	NTS	NOT TO SCALE	TYP	TYPICAL
EL	ELEVATION	NW	NORTHWEST	UCTV	UNDERGROUND CABLE TELEVISION LINE
ELEV	ELEVATION	O/S	OFFSET	UE	UNDERGROUND ELECTRIC LINE
EOA	EDGE OF ASPHALT	OC	ON CENTER	USACE	US ARMY CORPS OF ENGINEERS
EOD	EDGE OF DRIVEWAY	OD	OUTSIDE DIAMETER	USGS	US GEOLOGICAL SURVEY
EOC	EDGE OF CONCRETE	OH	OVERHEAD	UT	UNDERGROUND TELEPHONE LINE
EOG	EDGE OF GRAVEL	OP	OUTLET PROTECTION	VC	VERTICAL CURVE
EOH	EDGE OF MILLINGS	OT	OVERHEAD TELEPHONE	VCP	VERTIFIED CLAY PIPE
EOP	EDGE OF PAVEMENT	PC	POINT OF CURVATURE	VP	VALLEY PAV
EP	END PROJECT, END POINT	POC	POINT-OF-COMPOUND CURVATURE	VTG	VEHICLE TRACKING CONTROL
EPA	ENVIRONMENTAL PROTECTION AGENCY	PED	PEDESTRIAN	W	WIDE
ES	ELECTRIC SERVICE			W/	WITH
ESMT	EASEMENT			WB	WEST BOUND
EST	ESTIMATE			WL	WATER LINE
EVCE	END VERTICAL CURVE ELEVATION			WS	WATER SERVICE
EVCS	END VERTICAL CURVE STATION			WQCD	WATER QUALITY CONTROL DIVISION
EX	EXISTING			WS	WATER SERVICE
EXIST	EXISTING			WWM	WELDED WIRE MESH
EXT	EXTERIOR			X-S	CROSS SLOPE
FIA	FEDERAL AVIATION ADMINISTRATION			YD	YARD
FEMA	FEDERAL EMERGENCY MANAGEMENT AGENCY				
FES	FLARED END SECTION				
FF	FINISHED FLOOR				
FG	FINISHED GRADE				
FH	FIRE HYDRANT				
FHWA	FEDERAL HIGHWAY ADMINISTRATION				
FL	FLOWLINE				
FLOW	FACE OF WALL				
FPS	FEET PER SECOND				
FRF	FRONT FACE				
FT	FEET				
G	GAS				
G	GALLONS				
GALV	GALVANIZED				



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Pioneer Mesa Estates  
Subdivision  
Rifle, Colorado

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Title:

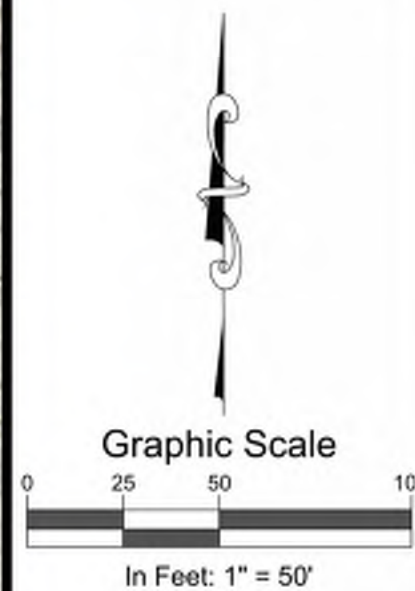
Legends &  
Abbreviations

Dwg No. **C3**









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Pioneer Mesa Estates  
Subdivision  
Rifle, Colorado

Job No.	2020-384.00	
Drawn by:	TB	
Date:	11-10-2020	
QC:	JM	PE:
File:	PM-Dem	

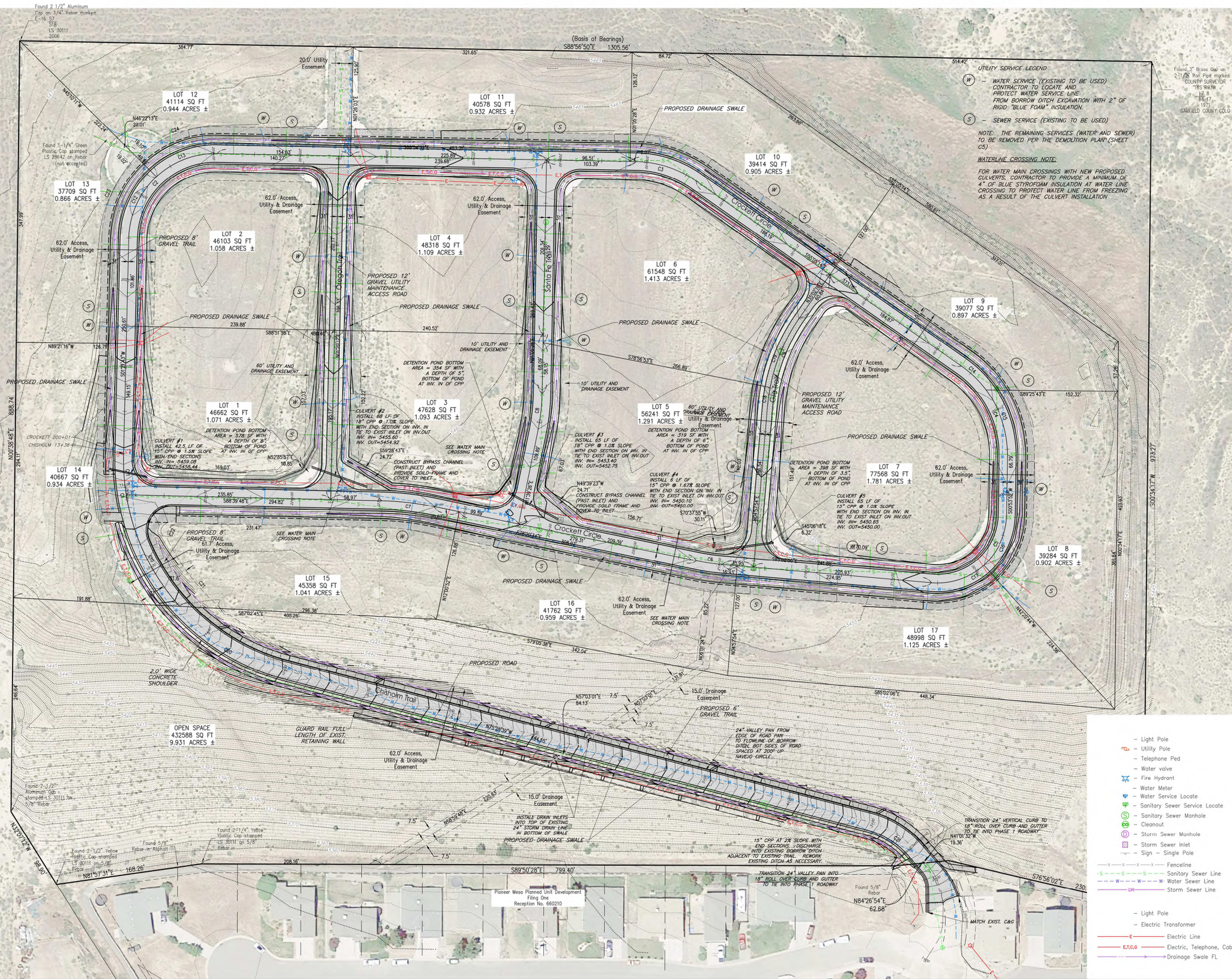
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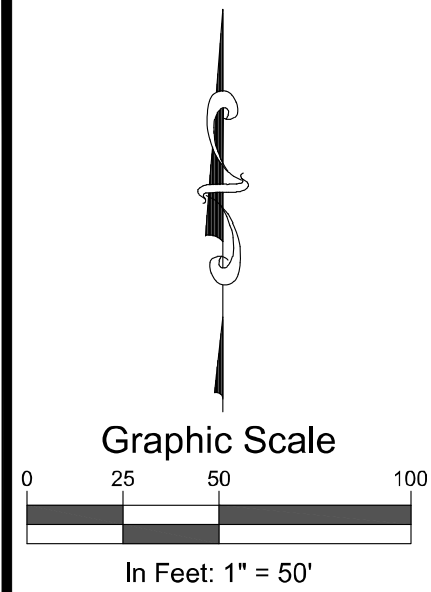
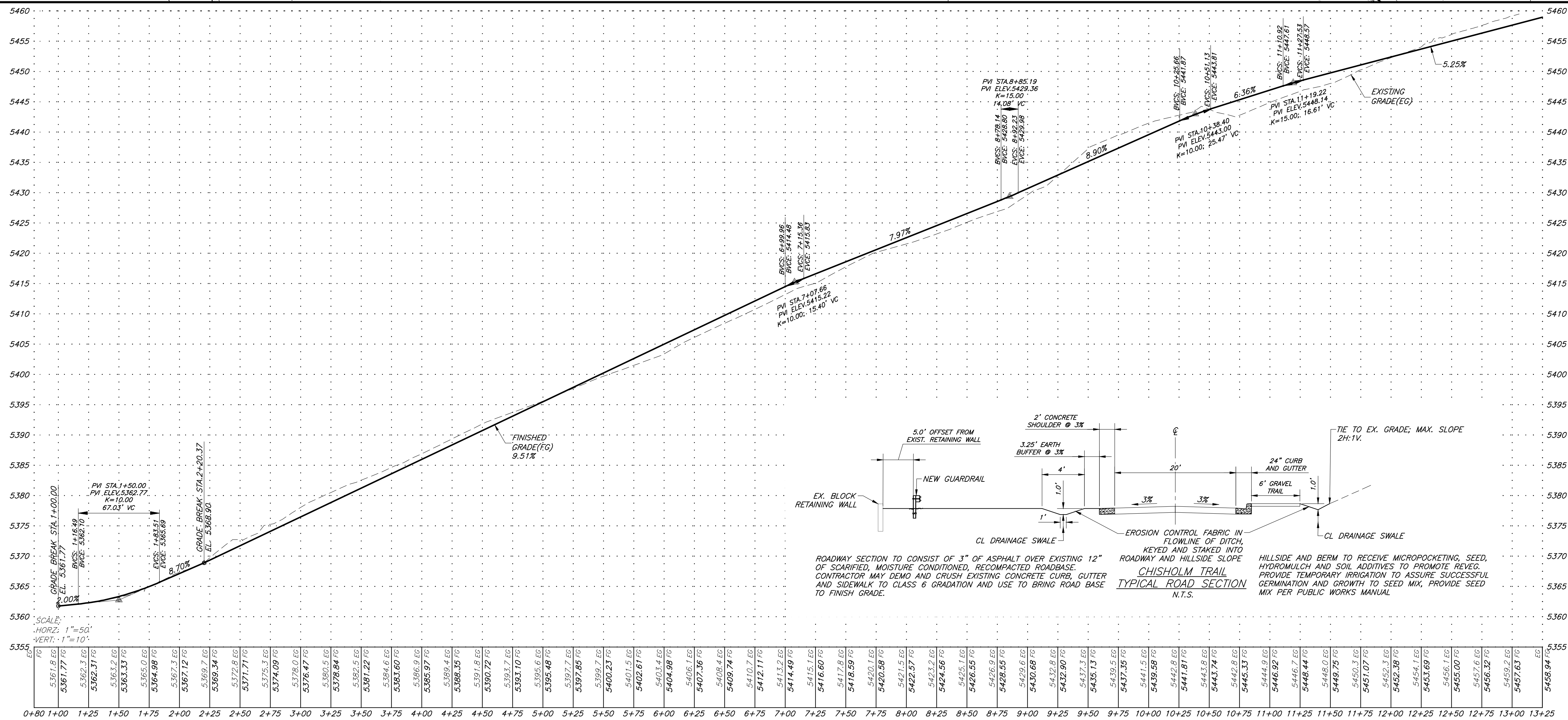
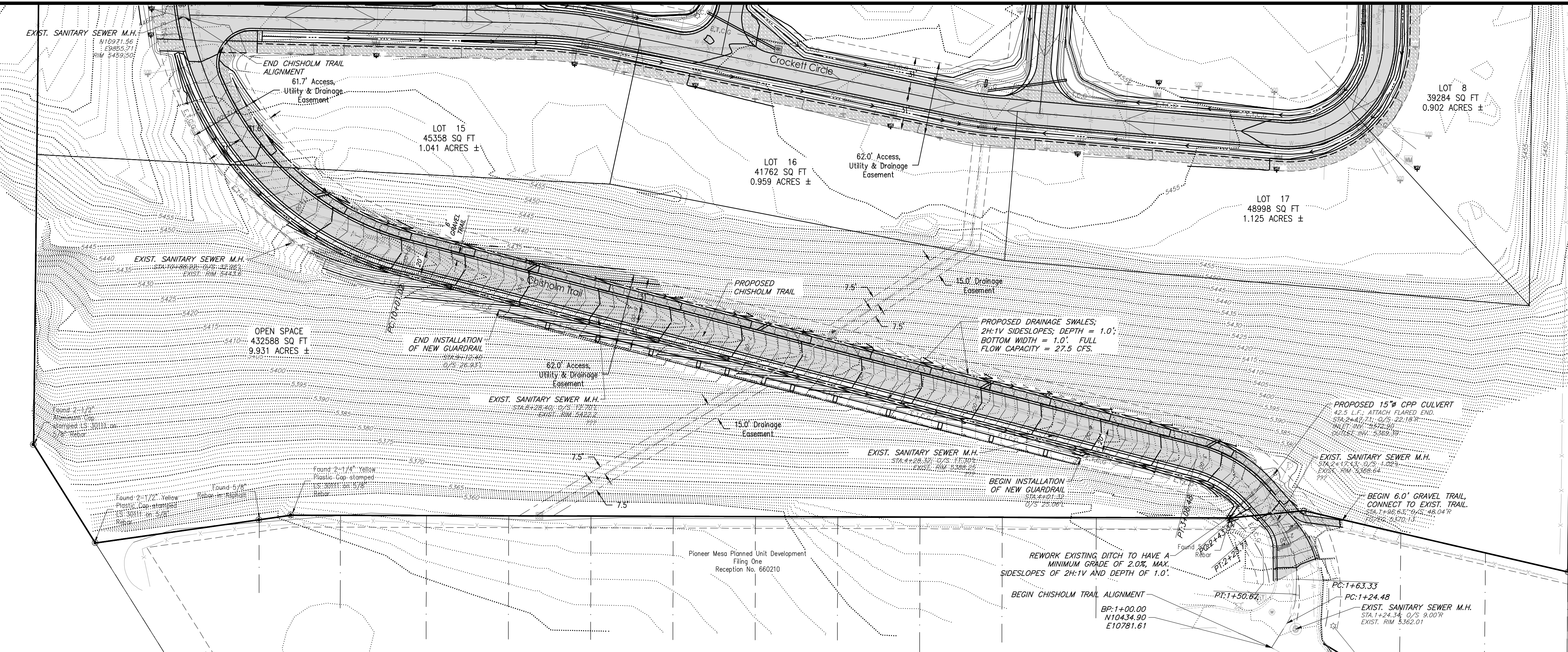
Pioneer Mesa Estates  
Subdivision  
Rifle, Colorado

Site, Drainage  
and Utility Plan

C6



6/20/2020 10:00 AM - Pioneer Mesa PUD 001 - Grading V-H-Dwg Civil P&S-SheetSet V-H-Main-Plan-Profile.dwg Plotted: 1/7/2022 1:44 PM By: Jeff Simonson



**SGM**  
118 West Sixth Street, Suite 200  
Glenwood Springs, CO 81601  
970.945.1004 www.sgm-inc.com

Pioneer Mesa Estates  
Subdivision  
Rifle, Colorado

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Job No. 2020-384.001  
Drawn by: TBS  
Date: 11-10-2020  
QC: JM | PE: TB  
File: PM-MainRd-P&P

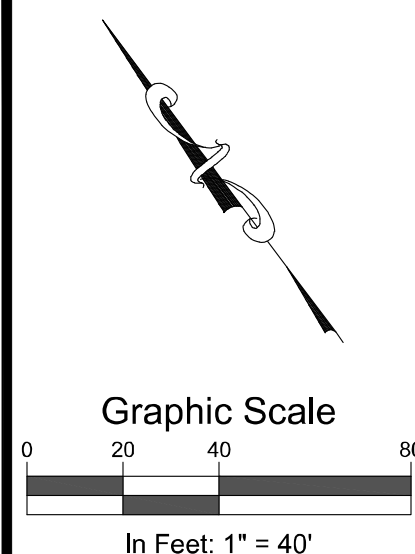
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Chisholm Trail  
Plan & Profile

Dwg No.  
**C7**



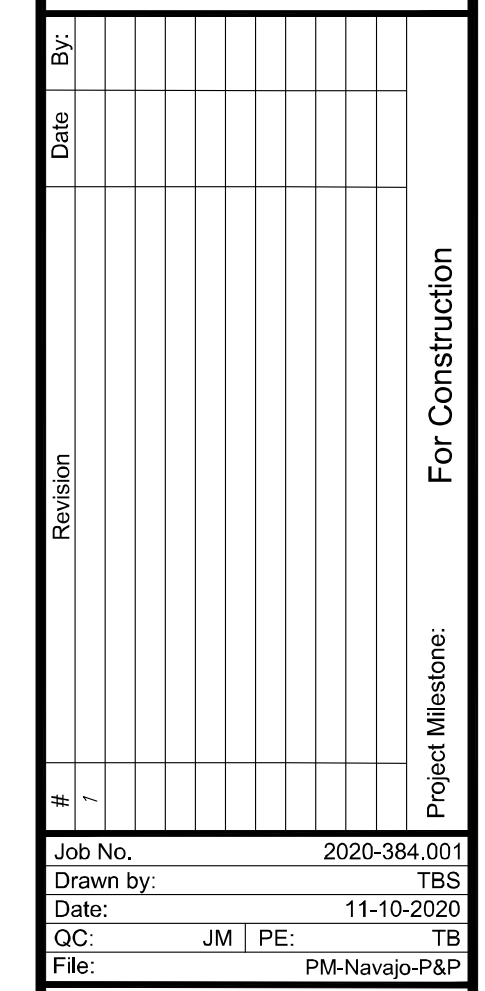






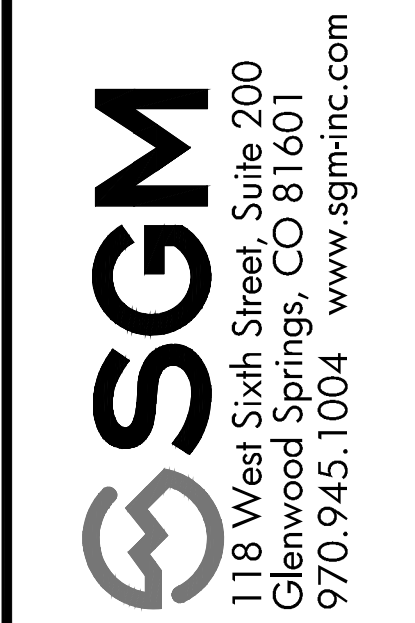
**SGM**  
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970.945.1004 [www.sgm-inc.com](http://www.sgm-inc.com)

Pioneer Mesa Estates  
Subdivision  
Rifle, Colorado



Title:  Crockett Circle Plan & Profile (2)
Dwg No.  C9
Of : 13





**Pioneer Mesa Estates  
Subdivision  
Rifle, Colorado**

[illegible]

Job No.	2020-384.00		
Drawn by:	TB		
Date:	11-10-2021		
QC:	JM	PE:	TI
File:	PM-Navajo-P&		

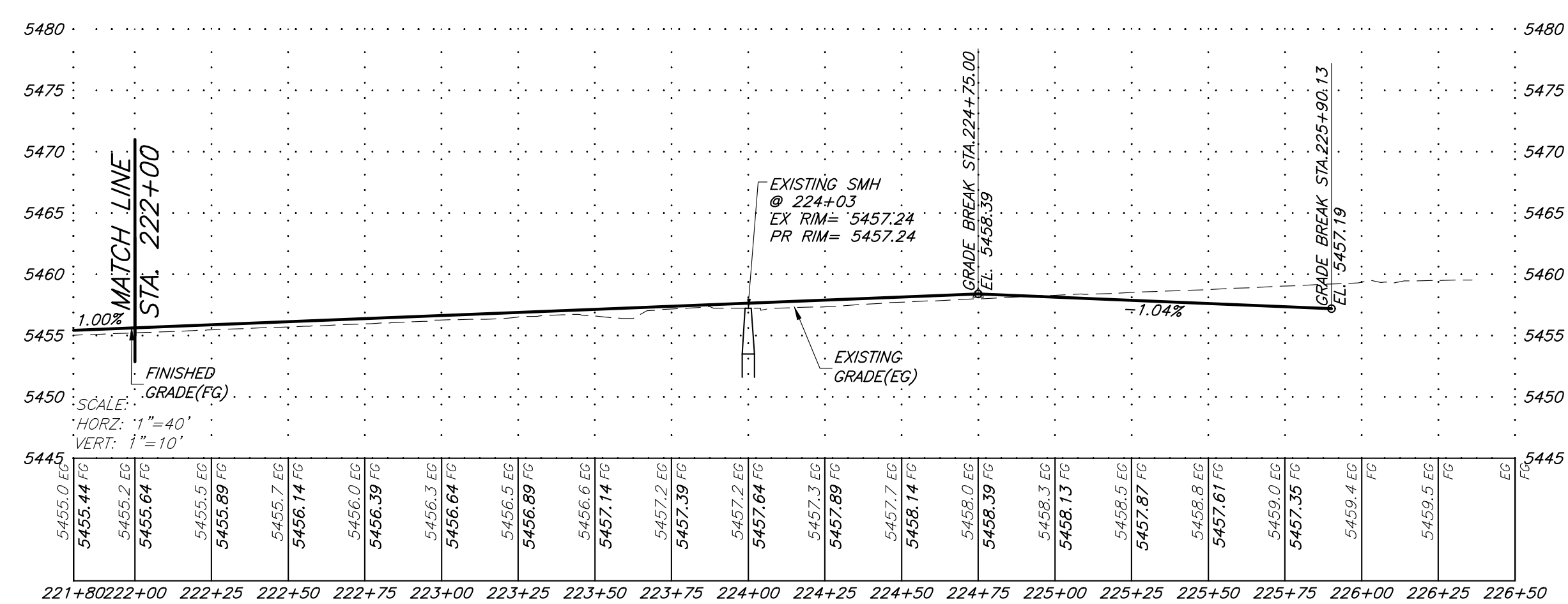
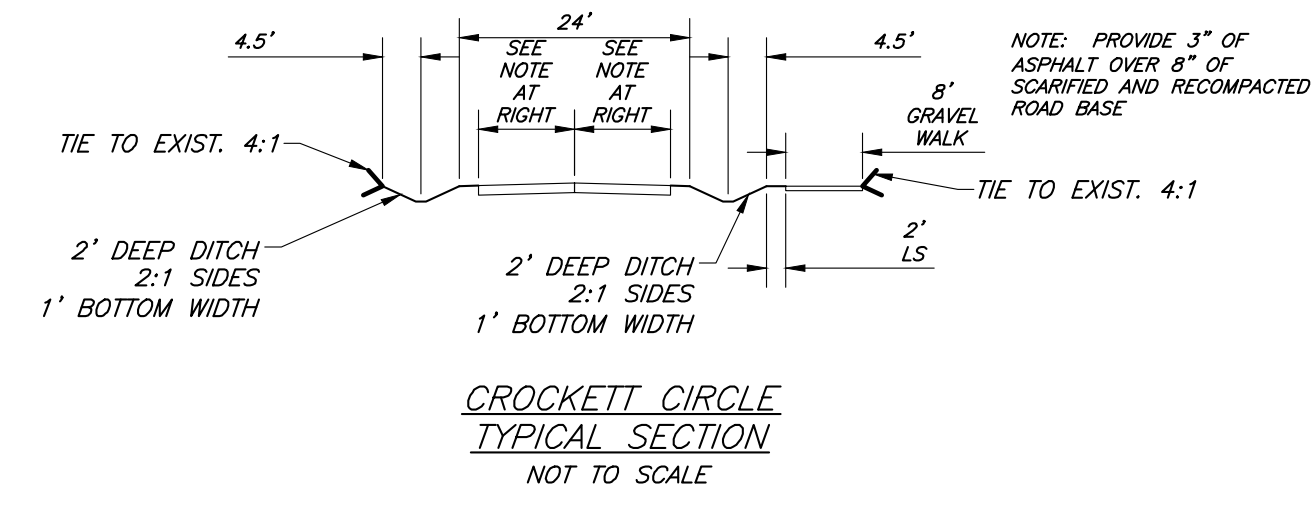
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Crockett Circle  
Plan & Profile (3)

Dwg No.

**C10**

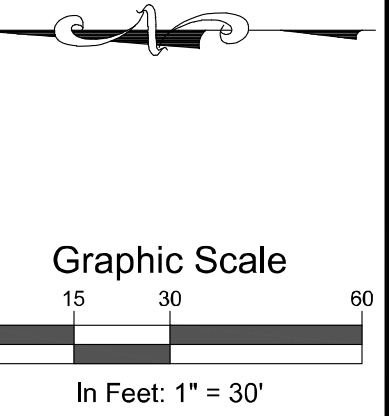
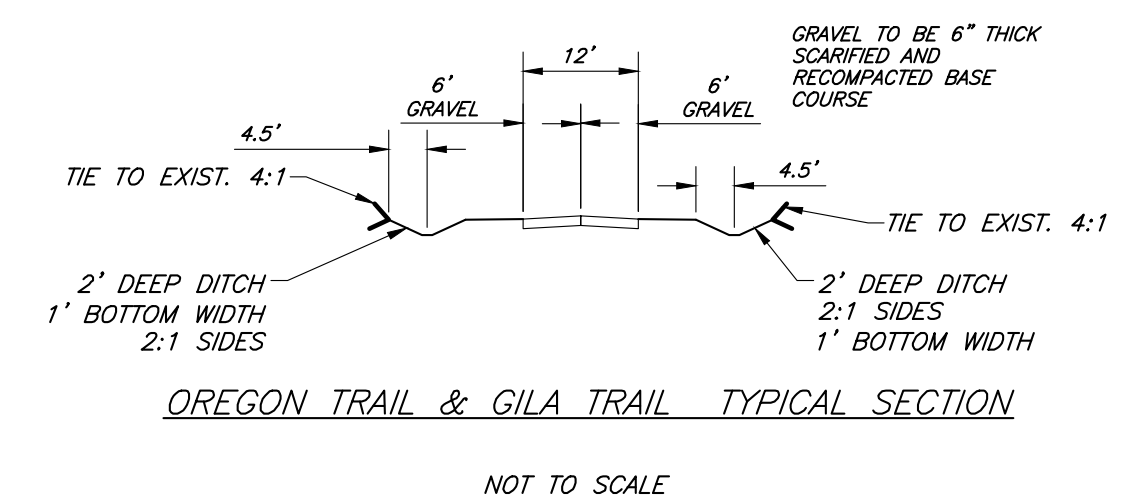
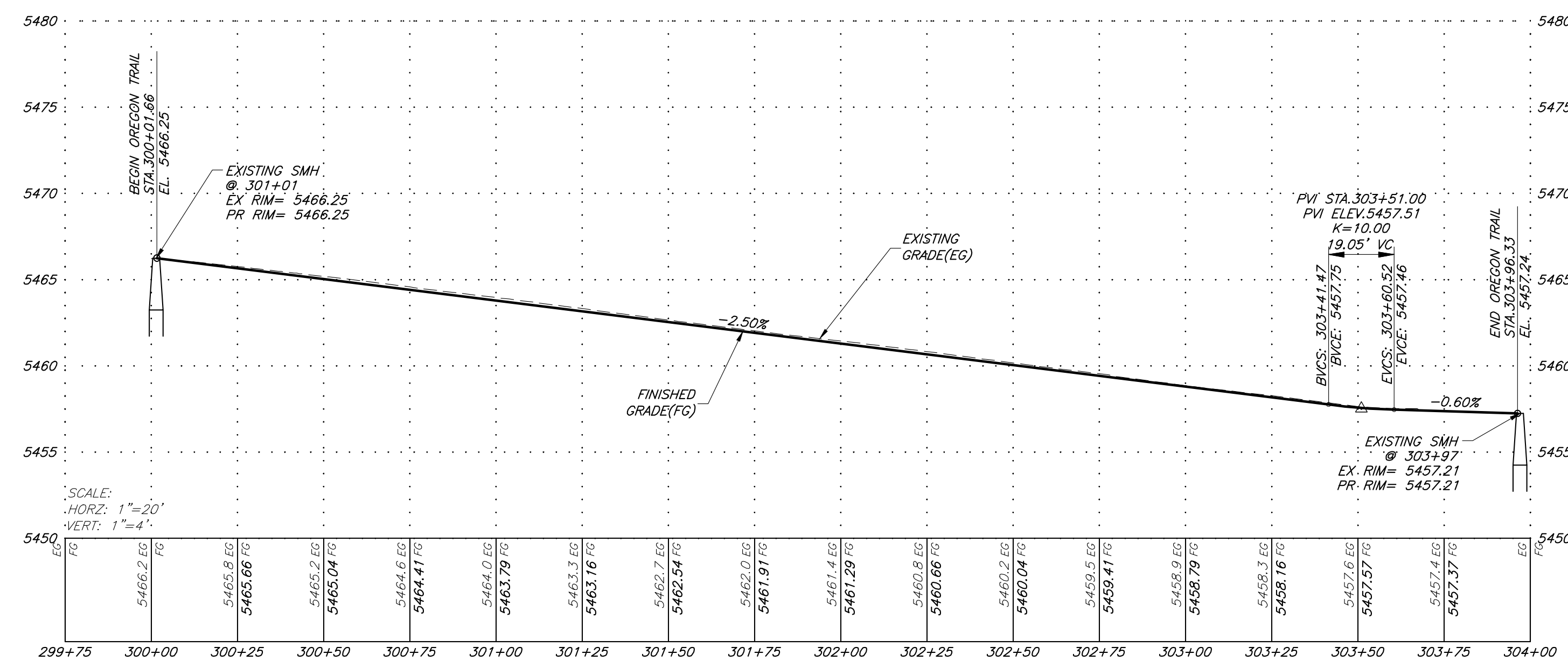
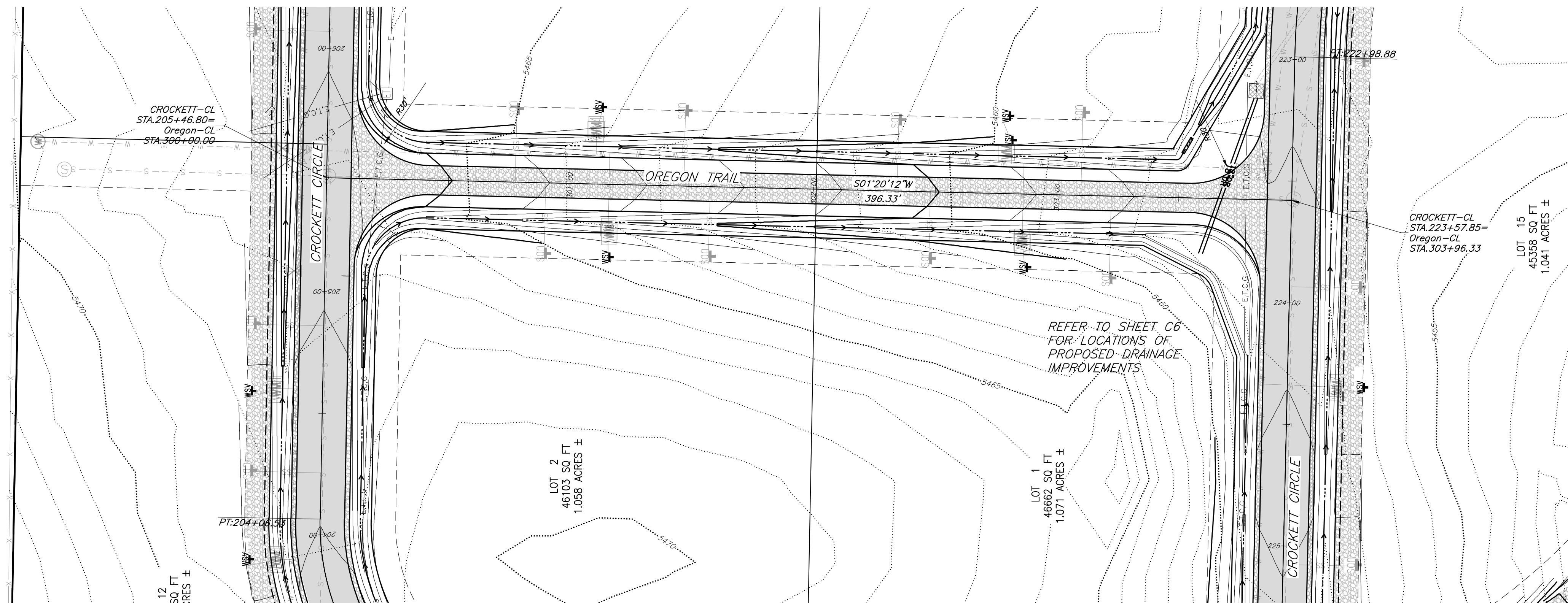
Of: 13











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Pioneer Mesa Estates  
Subdivision  
Rifle, Colorado

Job No.	2020-384.001		
Drawn by:	TBS		
Date:	11-10-2020		
QC:	JM	PE:	TB
File:	PM-Oregon-P&P		

Job No.	2020-384.001		
Drawn by:	TBS		
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File:	PM-Oregon-P&P		

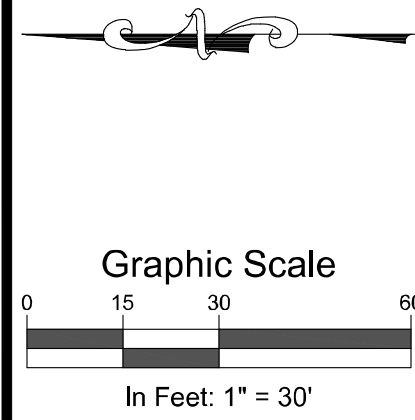
Title:

Oregon Trail  
Plan & Profile

Dwg No.

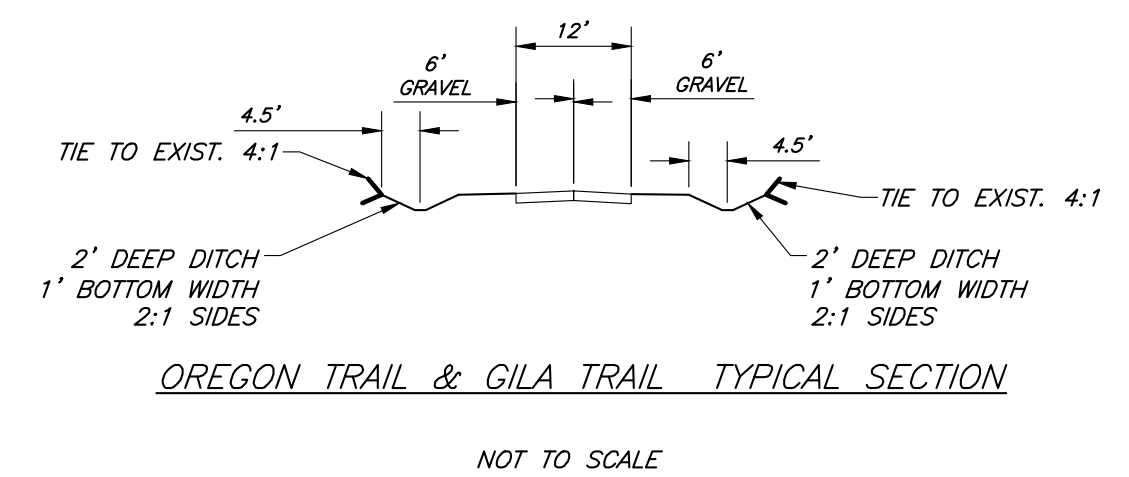
C11





**SGM**  
118 West Sixth Street, Suite 200  
Glenwood Springs, CO 81601  
970.945.1004 [www.sgm-inc.com](http://www.sgm-inc.com)

**Pioneer Mesa Estates**  
**Subdivision**  
Rifle, Colorado

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Job No.	2020-384.001		
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Date:	11-10-2020		
QC:	JM	PE:	TB
File:	PM-Chism-P&P		

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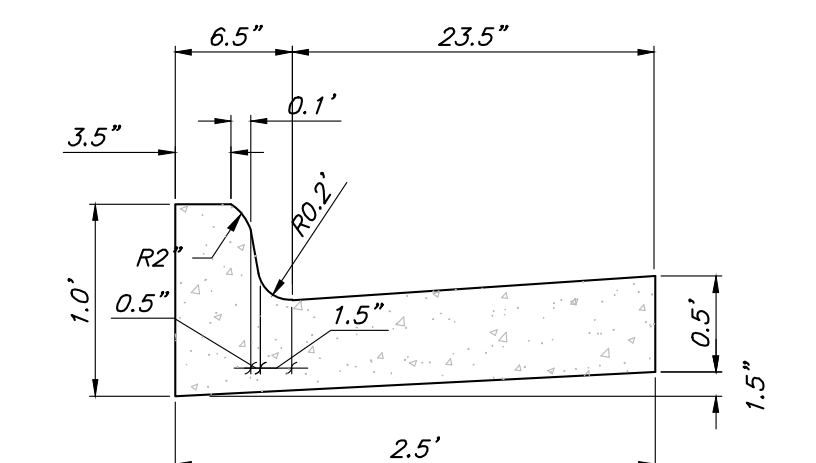
Gila Trail Plan  
& Profile

Dwg No.

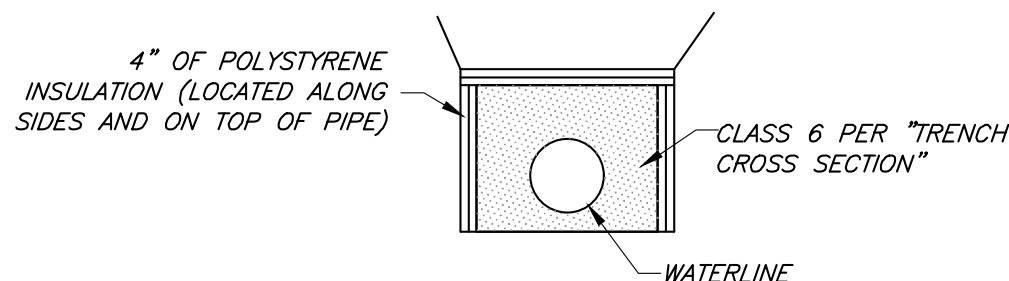
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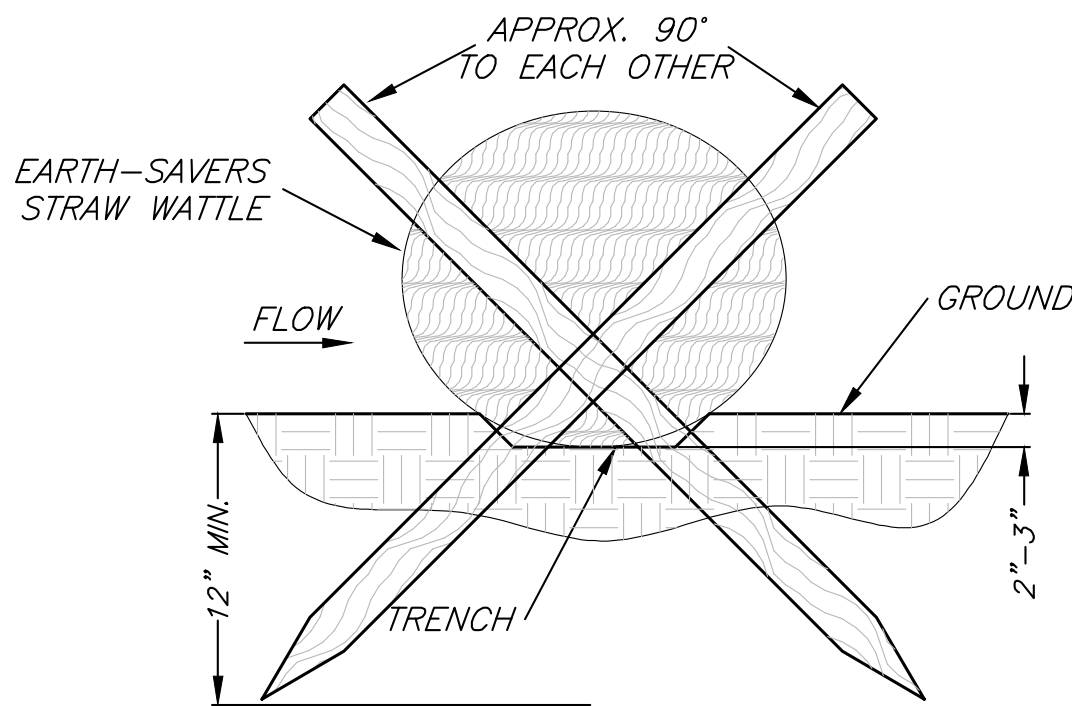


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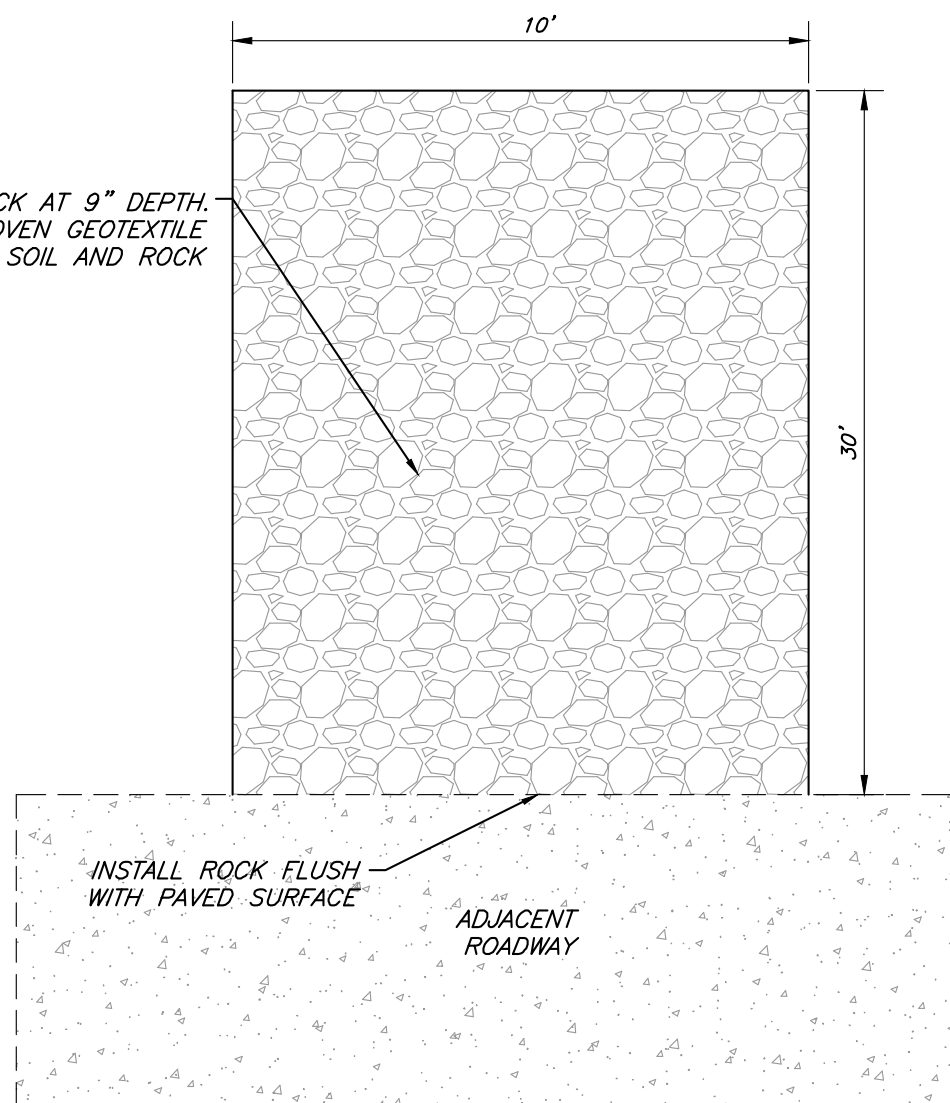
SD-6B CURB & GUTTER SECTIONS



WATERLINE/CULVERT CROSSING  
NO SCALE

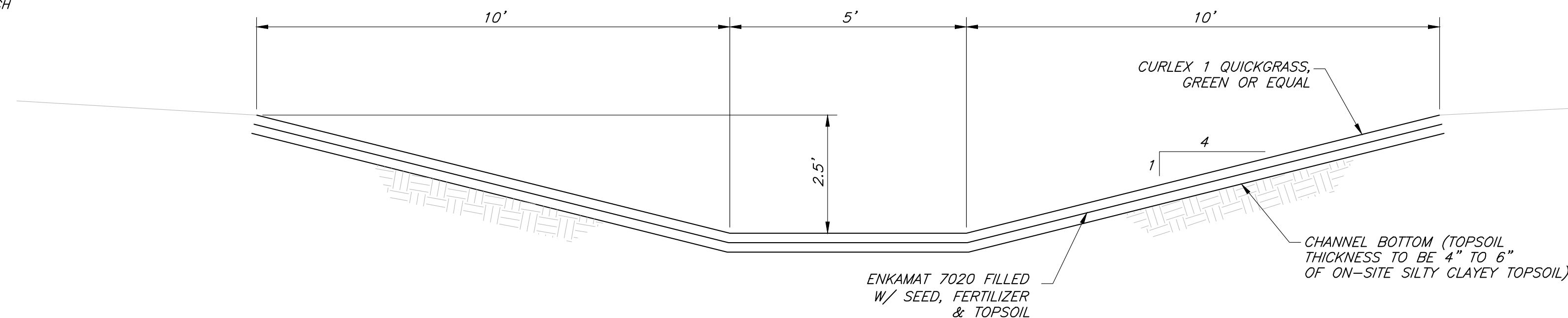


STRAW WATTLE INSTALLATION DETAIL  
N.T.S.



1. INSTALL SEE PLAN VIE FOR GENERAL LOCATION. CONTRACTOR TO DETERMINE FINAL LOCATION OF CONSTRUCTION SITE ENTRANCE. VTC SHALL BE LOCATED AT ALL ACCESS POINTS TO PUBLIC OR PRIVATE ROADWAY CORRIDORS.
2. VTC SHALL BE INSTALLED PRIOR TO ANY LAND DISTURBING ACTIVITIES.
3. INSPECT VTC DAILY AND MAINTAIN IN EFFECTIVE OPERATING CONDITION. INSPECT ALL BMPs AFTER ANY PRECIPITATION EVENT, AND PERFORM NECESSARY MAINTENANCE.
4. ROCK SHALL BE REPLACED OR REGRADED TO MAINTAIN CONSISTENT DEPTH.
5. SEDIMENT TRACKED ONTO PAVED ROADS SHALL BE REMOVED THROUGHOUT THE DAY AND AT THE END OF EACH WORK DAY BY SHOVELING AND SCRAPING. SEDIMENT SHALL NOT BE DISPOSED OF INTO STORM DRAIN SYSTEM.

VEHICLE TRACKING CONTROL DETAIL  
N.T.S.



MAJOR DRAINAGE SWALE  
SCALE: 1" = 2'



## Patrick Waller

---

**From:** Chris@mountaincross-eng.com  
**Sent:** Thursday, February 10, 2022 2:06 PM  
**To:** Patrick Waller  
**Subject:** RE: Engineering Report for Pioneer Mesa Retaining Wall

Patrick:

I have reviewed the provided reports concerning the MSE wall for Pioneer Mesa. There is clearly some history to the wall that is not fully known, but it is understood that the wall suffered some damage and needed repairs based on the April 23, 2008 letter from Lincoln DeVore, Inc. Additionally, a design was provided in that letter to replace the design that had been constructed. Repairs to the damaged backfill and geotextile were recommended prior to resuming wall construction with the new detail.

Sopris Engineering in their letter dated February 18, 2015 could not find documentation that the repairs were performed. Based on that uncertainty, Sopris Engineering recommended that the wall design and the wall construction be reviewed by a structural engineer prior to moving forward.

It is my opinion that the Applicant should have a structural engineer review the design and construction of the wall prior to resuming construction, per the recommendations of Sopris Engineering.

Call or email with any questions or comments.

Sincerely,  
Mountain Cross  
Engineering, Inc.  
Chris Hale, P.E.  
826 1/2 Grand Avenue  
Glenwood Springs, CO 81601  
Ph: 970.945.5544  
Fx: 970.945.5558

---

**From:** Patrick Waller <[pwaller@rifleco.org](mailto:pwaller@rifleco.org)>  
**Sent:** Wednesday, February 9, 2022 2:14 PM  
**To:** 'chris@mountaincross-eng.com' <[chris@mountaincross-eng.com](mailto:chris@mountaincross-eng.com)>  
**Cc:** Brian Prunty <[bprunty@rifleco.org](mailto:bprunty@rifleco.org)>; Craig Spaulding <[cspaulding@rifleco.org](mailto:cspaulding@rifleco.org)>  
**Subject:** Engineering Report for Pioneer Mesa Retaining Wall

Hey Chris,

Thanks for taking a look at these documents. One of these reports is a Sopris Engineering report that discusses the wall. The other is a report from Lincoln Devore. Now that I looked at it the written report from Lincoln Devore is only about 4 pages long – the remaining is calculations and design.

Let us know if you need any additional information or have any additional questions,

Patrick Waller  
*City of Rifle Planning Director*  
970-665-6499

---

This email has been scanned for spam and viruses by Proofpoint Essentials. Click [here](#) to report this email as spam.

February 16, 2022

Mr. Patrick Waller, Planning Director  
City of Rifle  
202 Railroad Avenue  
Rifle, CO 81650

**RE: Pioneer Mesa Estates Subdivision  
Existing Retaining Wall  
Chisholm Trail**

Dear Patrick,

The purpose of this letter follows the preliminary plan review of the Pioneer Mesa Estates Subdivision and the conditions of resolving the concerns centered around the construction of the retaining wall in 2008. It also follows on the heels of phone conversations with the Public Works Director (Brian Prunty) and the City's review consultant (Chris Hale) on the process to move forward in addressing the concerns. With this letter, we have attached a previously provided Report and Retaining Wall Design prepared by Lincoln DeVore in 2008.

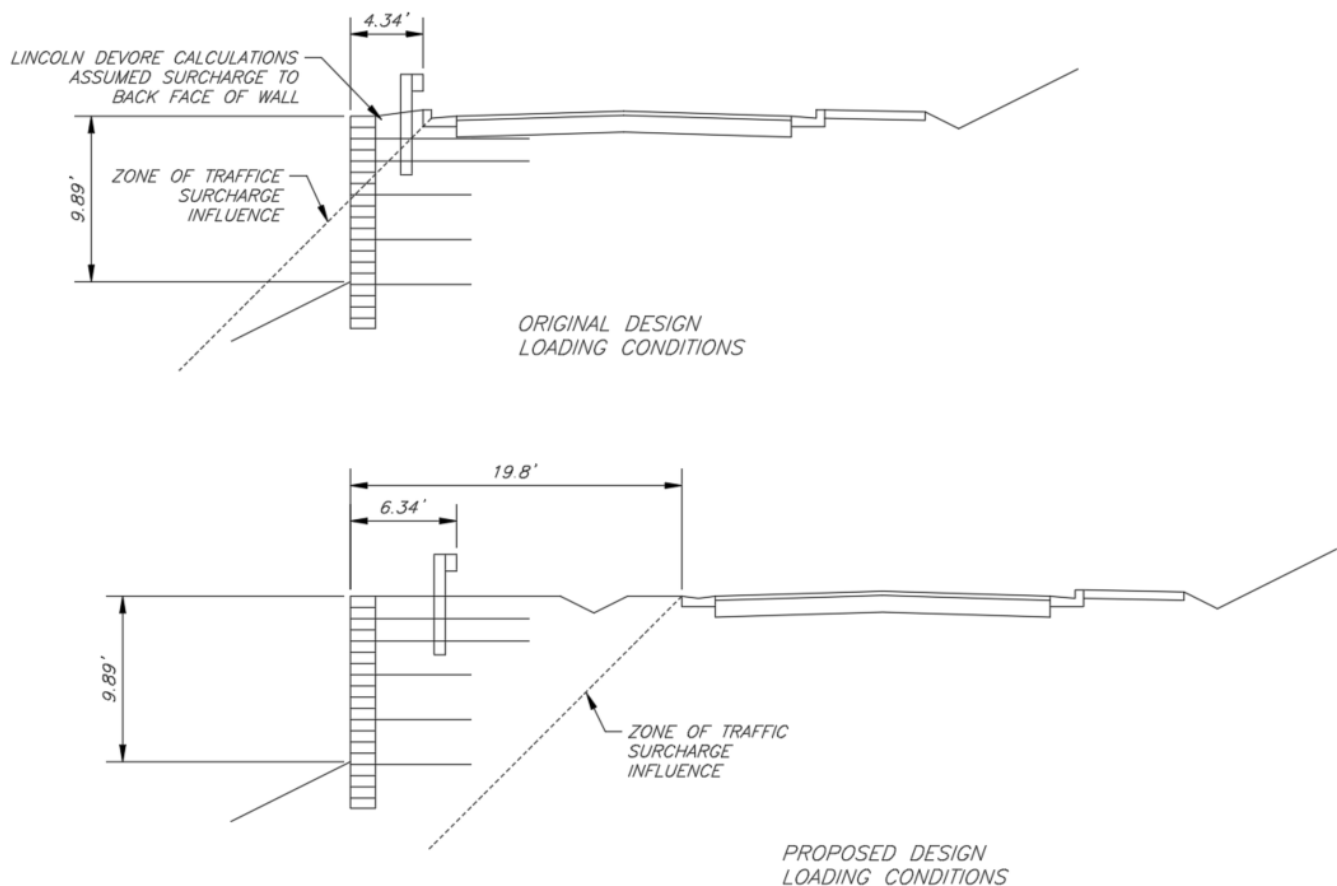
The 2008 Lincoln DeVore report centered around providing a design to the existing retaining wall as the installation of the eastern one-half of the wall was not "battered" to the requirements of the original design. Likewise, documentation supporting "special inspection" was absent. To that end, Lincoln DeVore provided a new design to evaluate the existing constructed conditions for wall heights of 12', 10', 8' and 6'. The major conclusions reached by Lincoln DeVore were that the "the wall system will be adequate for a total height of 12 feet...". Note also that the wall design did include application of a 250 psf live load (traffic surcharge) along the entire back of the wall, albeit, traffic loadings were not fully exposed to the full wall backfill due to roadway setback and guard rail placement. Thus, the actual effective surcharge as compared to the wall design analysis resulted in a "over design". Moving forward, to complete the wall constructed to the west of the storm drain, Lincoln DeVore recommended that the wall construction observation be performed and documented per the requirements stated in their report.

The disconnect that exists with the construction of the wall is that the documentation is still absent on whether or not the wall west of the storm drain was constructed and observed per the requirements of the Lincoln DeVore design and recommendations. Given such, no information exists to be able to "certify" that the entire wall was constructed per their recommendations. The only data points that exist is the fact that the wall has been performing adequately for the past 14 years since it has been constructed. From our perspective, since the wall is a "gravity" wall design, the aspect that the wall has performed adequately for this long weighs heavily to support a conclusion that the wall has been constructed in general conformance with the Lincoln DeVore design.

Relative to the new proposed roadway location of Chisholm Trail, we would note that the location of the proposed traffic surcharge is such that the 250 psf traffic surcharge can be removed from the design requirement for the wall. The closest edge of traffic is now in excess of 19' away from the face of wall versus the previous 41" (3.4'). Likewise, the proposed location of the guard rail is 60" from the face of wall versus the previous location of 36" from the face of wall. In this manner, the developer has chosen to locate the roadway such that it does not "load" the gravity wall. This, obviously, creates a further factor of safety over the original wall design and does not load



the wall any more than what the wall has experienced in the last 14 years. The following two figures compare the original design with the current proposed design for Chisholm Trail relative to the wall location.



From our discussions with Brian Prunty and Chris Hale, noting that certification of construction of the existing wall cannot be given by anyone, efforts towards verification of adequate construction can be performed. Given the foregoing, to gather an even higher level of adequate construction of the wall per the Lincoln DeVore design, we would recommend that the wall construction be verified from a “geogrid” reinforcement perspective on a spacing equal to the design height by excavating a test hole in the backfill zone to determine the existence, spacing and length of the geogrid reinforcement. This would be for the wall construction west of the drain pipe crossing location. Also, a determination of the soil backfill would be evaluated to determine the soil type. This would be performed on a 100' spacing (or change in height location). Any deficiencies in reinforcement and soil placement would be highlighted and addressed through follow up design with any repairs or mitigation techniques required to assure adequate construction is provided. Likewise, if the findings support adequate construction was originally provided, the follow up report would state such.

Given the fact that the wall has generally performed adequately without the benefit of any maintenance over the past 14 years, we anticipate the latter case that the test holes will support findings of construction to be in general conformance of the Lincoln DeVore design per their 2008 report. Likewise, it will be important to stress to the HOA

of the Pioneer Mesa Estates Subdivision that maintenance and repair of the wall for the future will be an obligation of the HOA.

Upon your receipt and review, if you have any questions, please don't hesitate to call.

Respectfully,  
**SGM**

Jefferey S. Simonson, PE  
Principal

**RETAINING WALL DESIGN  
PIONEER TRAIL**

**PIONEER MESA  
RIFLE, CO**

**Prepared For:**

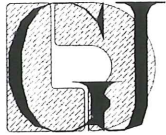
**PINNACLE HOMES  
3111 F ROAD  
GRAND JUNCTION, CO 81504**

**Prepared By:**

**GRAND JUNCTION  
LINCOLN DeVORE, INC.  
1441 Motor Street  
Grand Junction, CO 81505**

**APRIL 23, 2008**





**GRAND JUNCTION  
LINCOLN DeVORE, Inc.**  
GEOTECHNICAL ENGINEERS - GEOLOGISTS

1441 Motor Street  
Grand Junction, CO 81505

Tel: (970) 242-8968  
Fax: (970) 242-1561  
gjldem@earthlink.net

April 23, 2008

Pinnacle Homes  
3111 F Road  
Grand Junction, CO 81504

Re: Retaining Wall Design, Pioneer Trail  
Pioneer Mesa, Rifle, CO

Gentlemen:

The existing retaining wall construction, most of which is east of the storm sewer manhole, was observed by personnel of Grand Junction Lincoln Devore on March 7 and March 29, 2008. These two visits established that the wall did not have the face layback of approximately 7:1 as shown on the design but was built near vertical. The wall backfill was damaged due to stormwater/snow melt runoff erosion. The west portion of the geotextile soil reinforcing foundation units had been damaged by erosion and degradation of the geotextile fabric, and no evidence has been presented that the subsurface wall drain had a base which extended beneath the reinforced backfill. The existing subsurface wall drain appears to have been functioning properly in that evidence of flow from the drain outlets was seen, and evidence of seepage through the wall was not observed. Some areas of minor damage of the wall leveling layer was observed at some of the base elevation change steps.

As detailed in a previous letter report by Grand Junction Lincoln Devore, Guardrail and Retainage, Pioneer Trail, dated April 2, 2008, B&G Excavation had provided copies of Daily Construction Reports, Field Moisture Density Test Reports, and Worksheet for Split Gradation and Laboratory Compaction (Proctor) Graphs, which had been performed by Yea & Associates. The amount of documentation did not meet the requirements for Special Inspection as given in Paragraph 3.09, Quality Assurance of the Design Notes for the Grand Junction Lincoln DeVore Design of the MSE Retaining Walls, Pioneer Trail, Job #92683-GJ. Mr. John Troka, SGM Field Engineer, reviewed his field notes during the period covering the retaining wall construction. To quote from his e-mail, *"I have searched my files and have found three Weekly Reports covering the period of retaining wall construction. I tried to attach them to this e-mail but the header is too long and they won't attach. Basically, only one report has any detailed discussion of the construction method used on the wall. It described the method the contractor was using to fold back the geotextile fabric at the outer edge of the foundation improvement layers. I have no comments on the construction of the masonry block portion of the wall other than to say that was what they were working on."* No other field notes, observations, or photographs have been provided to indicate the existing wall had been constructed in a manner consistent with the design documents.

Personnel of Grand Junction Lincoln DeVore made detailed observations of the existing wall during the weeks of April 14 and 21, 2008. During these observations, it was determined that geotextile fabrics were present in the intervals along the block face, in reasonable conformance with the design documents. What exposures could be seen and addition probing indicated that the geotextile fabric appeared to have been placed to at least the minimum lengths behind the wall, as required by the design document and the detail for the 12.67-foot-high wall section.

Based upon the amount of erosion which had occurred behind the wall and our probing into the backfill behind the wall, it appears that backfill soils met the minimum requirements of the design, both as to type of backfill and soil compaction. It was observed that an aggregate base course (Class 6) had been placed against the wall within the first 4 feet of backfill. This Class 6 material was sampled and tested for shear strength properties. The shear strength properties were found to be better/stronger than those assumed in the original wall design. The backfill soils were also sampled and compared with information from the Yea & Associates reports. This native backfill material was also found to have characteristics which were better than those assumed for the original wall design.

Our observation of the geotextile soil reinforcing units were quite limited, but based on the exposures beneath the existing wall and the damaged elements in the west portion of the project, we have no reason to believe that these elements are insufficient. The purpose of these elements was:

- To provide stability and bearing capacity for the wall face and reinforced backfill area.
- To ensure that penetration of any old fills or original surface soft areas had been accomplished.
- To provide a base in the silty soils that would resist erosion.

As can be seen on the site after the snow melt runoff had occurred, the base units survived this extreme event.

Based upon our final site visits the weeks of April 14 and 21, 2008, we have determined the existing construction appears to be in substantial conformance with the design except for the actual documentation by Special Inspection and the construction of the wall face in a near vertical manner. After performing calculations on the existing wall, assuming a vertical face, the lack of a drain zone beneath the reinforced backfill, and accounting for the higher shear strength of the Class 6 backfill but not assuming a higher strength for the native backfill soils, the wall system will be adequate for a total height of 12 feet and for a total length of 5 feet. It must be noted that the wall face above the gravel leveling layer must not exceed 12 feet unless the blocks which are higher have absolutely no backfill. This design also incorporates a limitation within the computer program SRWall in that the heavy traffic loading of 250 psf is applied across the entire backfill surface, while in reality the high surcharge ends at the face of the concrete curb, which is 41 inches from the back of the wall and represents a significant load reduction regarding the wall stability and the method of computation. The variable height of this wall, due to the steps along the wall base and the inclination of the road surface, provides the wall height seldom exceeds 10 feet and then only for short distances. As the existing wall was constructed using the reinforcement lengths for the 12.67-foot-high wall, regardless of the actual wall face height, the majority of the existing wall is "over-designed."

The only items of apparent concern in the output from the SRWall computer program is the FOS connection (peak) and connection (deformation) for the bottom reinforcing element given in the Results of Facing Stability Analysis on page 5. Our observations of the existing bottom connection at the east end of the wall, coupled with minor probing at wall steps and exposed areas at the storm sewer manhole, indicate the principle reason for large decreases in available geogrid strength and potential deformation at or near the wall connection, does not appear to be present on this project. The geogrid exposed and probed does not exhibit excessive sagging immediately back from the block face, usually due to settlement of lightly compacted backfill soils. The use of the Class 6 base course, the gradation and angular characteristics of this base course, and the amount of compaction which appears to have been applied, has apparently resulted in a near straight geogrid alignment from the wall connection out into the reinforced mass. This has resulted in a better construction than is normally assumed for this particular detail. In my opinion,



the amount of strength reduction utilized in the SRWall program for the connection at the block wall is not warranted at this lower level. As the backfill height increases, the amount of geotextile deformation will probably increase due to some settlement of the backfill soils against the block, which will justify the normal grid strength reductions at the connections.

The redesign of the wall was occasioned by the existing wall being constructed with an essentially vertical face instead of the originally designed wall inclination of approximately 7-1/2 degrees (1-inch setback for each wall-facing block for increasing height). In addition, the backfill material used against the wall, a -3/4 inch aggregate base course (CDOT Class 6), was sampled for direct shear testing to determine the "friction angle and cohesion." Additional detail in the upper 2 to 3 feet of the wall and retained soil section was occasioned due to the requirement of a guardrail system. The guardrail system shown on this design is the Type 3 Rail with Steel Post and Blocking, with specific details on the CDOT Staff Bridge Branch Sheets B-504-B1 through B-3, Block/Panel Facing MSE Wall Without Shoring, Type 3 Rail or Sidewalk Post, last revision 3/07. The computations required on these design sheets have been provided in the Appendix of this letter report.

Edward M. Morris, P.E., of Grand Junction Lincoln DeVore has completed a revised design for the MSE Retaining Wall for Pioneer Trail. This revised drawing is based upon the condition of the as-built east portion of the wall, in-place conditions, backfill materials which have been utilized, field cross-sections surveyed by QED, and our observations and probings of the existing constructed retaining wall section. The revised drawing, MSE-1, dated April 24, 2008, has a detailed section for a 12-foot-high wall, with less detailed sections for 10-foot, 8-foot, and 6-foot-high walls. Included with this letter report and the MSE Retaining Wall Design are the printed computer output from the program SRWall, Version 3.22, April 2002.

The repair of the existing wall backfill must be done in lifts, properly supporting the exposed geogrid layers by compacted backfill, which has been tested to ensure that project specifications have been met. This repair must be undertaken utilizing Special Inspection as detailed on the MSE Retaining Wall Design Sheet. The design engineer, the subdivision owner, and the City of Rifle will expect proper daily reports and inspection test reports that will indicate the wall reconstruction has resulted in the new work being in reasonable conformance with the requirements given in the design notes. A photographic record is oftentimes useful in confirming that geogrid elements have been properly placed. The final 2 to 3 feet of the wall backfill must conform to the sections given on the design document.

Construction of the new wall generally west of the storm sewer piping can proceed only after the geotextile soil reinforcing units have been properly repaired. The geotextile has been shredded along much of the exposed base units. Repair can proceed by some material removal, lapping of geotextile under the existing fabric piece (at least 1 foot, 12 inches lapping), and the face unit reconstructed to obtain the correct profile for each element. Careful attention to the details and dimensions on the Foundation Design will be required. After the geotextile soil reinforcing units have been properly repaired and confirmed by the special inspection, construction of the new wall can proceed.

It is very important that the upper geogrid layers in both the existing, repaired wall and the western new wall be placed in accordance with the MSE Retaining Wall Design Sheet. The upper two geogrid layers must be straight beneath the road concrete curb section, properly extend under the road section, and may actually be incorporated into the Class 6 portion of the road section. These upper geogrid layers are essential to proper guardrail installation and performance. It is noted that the top three courses of wall facing block are to be reinforced with a single #4



Pinnacle Homes  
Retaining Wall Design, Pioneer Trail  
Pioneer Mesa, Rifle, CO  
April 23, 2008

Page 4

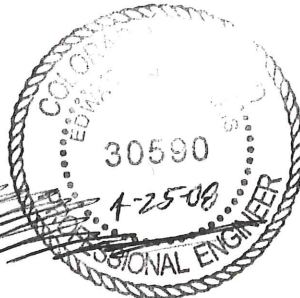
bar placed in each major cavity of the block (two bars per block), the bar be continuous through the 2-foot wall section (three blocks), and the bars be properly enclosed with a grout or carefully placed concrete mix, which completely fills the cavities of the top three facing blocks. In some instances, due to stepping of the wall top, it is probably appropriate the upper four blocks be reinforced and grouted for 1 to 2 feet of wall. The top of the reinforcing bars and the finished grout should be slightly below the top finished surface of the blocks so that the cap piece can be properly installed.

It is believed that all pertinent points have been addressed. If any further questions arise regarding this project, or if we can be of any further assistance, please do not hesitate to contact this office at any time.

Respectfully submitted,

GRAND JUNCTION  
LINCOLN DeVORE, INC.

  
by: Edward M. Morris, P.E.  
Principal Engineer



GJLD Job No. 92869-GJ

May 19, 2008

Mr. Gary Harper  
Pinnacle Homes  
3111 F Road  
Grand Junction, Colorado 81504

**RE: Pioneer Mesa Retaining Wall Design  
and Pioneer Way Proposed Construction**

Dear Gary,

First, let me thank you for providing us a copy of your most recent design prepared by both Grand Junction Lincoln DeVore (GJLD) and QED Surveys for the wall and road design for Pioneer Way to be constructed with the second filing of Pioneer Mesa Subdivision. The information received to this office is noted as follows:

1. An April 23, 2008 report and design of the MSE wall design prepared by GJLD containing a design letter/report, Wall Design sections/construction notes, guardrail computations and MSE wall computations.
2. Drawings prepared by QED as sealed by Les Wood on May 6, 2008. The drawings provided were sheets 4, 4a, 6, 6a-6d, 14, 14a, 22, 23, 25 and 2 of 2 of the Final Plat.

Based upon our review of the afore-mentioned information, please note the following:

1. A tracking pad between Phase 1 and Phase 2 construction will need to be installed.
2. The seed mix for the revegetation still needs to be provided somewhere on the drawings or at least provided to the City in a "submittal" form that the City's inspector can confirm proper installation.
3. The revegetated slopes will need to have a temporary irrigation system to irrigate the seed placed on the slopes until at least 70% coverage is established and desired vegetal growth matured.
4. The Road Plan View (sheet 4) needs to reflect the proposed CDOT Type D inlet.
5. The CDOT Type D inlet proposed to be installed near station 5+50 between the 5 foot retaining wall and the back of the emergency access road does appear to fit between the two facilities. Given the standard dimension of the CDOT Type D inlet and the distance provided, the 6' necessary to install the inlet and provide for the proper slopes from wall to inlet and road shoulder to inlet are not provided. We would request that the design be modified and detailed to assure that the proper installation can be performed. In addition, we would request that the inlet grate be pedestrian and bicycle friendly.

6. For the 12" deep borrow ditch that is proposed to exist between the wall and the emergency access road, the ditch will need to be erosion protected to assure that no loss of either bearing soils for the wall is experienced nor any loss of shoulder to the emergency access road is experienced. Possible options that we would recommend would be properly installed erosion control mat, rip rap, concrete paving, or more frequent and proper installation/maintenance of stop log dams (until vegetation matures). To minimize maintenance, the City's preference would be utilization of concrete paving, erosion control mat or rip rap.

We look forward to receiving drawings that address each of the 6 concerns stated above. Upon your receipt and review, if you have any questions, please don't hesitate to call.

Respectfully,

SCHMUESER GORDON MEYER, INC.

  
Jeffrey S. Simonson, P.E.

Cc: Matt Sturgeon  
Jim Neu  
Charlie Stevens  
Dick Deussen  
John Hiler

I:\1999\99055A\240\corresp\May 19 2008 letter to gary.doc

*Laurence DeKoning - balen@cc-ccm*

## DEPARTMENT OF PLANNING & DEVELOPMENT

202 Railroad Avenue, Rifle, CO 81650

Phone: 970-665-6491



March 9, 2022

John Kuersten  
PO Box 1530  
13 Powerline Road  
Rifle, CO 81650

Re: Final Plat Review – Pioneer Mesa Filing 2

After reviewing the above referenced Final Plat, Rifle City Planning has the following comments:

1. The response to Mountain Cross Engineering's comments indicated that a Plat Note would be included indicating that based on water pressure, booster pumps may be needed. Please add this Plat Note to the Final Plat.
2. Per the Preliminary Plan approval, please include a Plat Note indicating the requirement for engineered foundations.
3. Replace the City Engineer certificate with a certificate for the Public Works Director.
4. Update the Plat to include names and addresses of Mineral Owners on the property.
5. Add a Certificate of Approval for Xcel Energy.
6. Update the Title Commitment reference on the Plat to reference the most recent Title Commitment.
7. The applicant shall update Plat Note No. 4 to explicitly reference that this study is required prior to the issuance of a Building Permit.
8. The applicant shall provide verification that the Open Space parcel identified on the Plat is the correct acreage.

Please let me know if you have any questions,

Patrick Waller  
Planning Director  
[pwaller@rifleco.org](mailto:pwaller@rifleco.org)  
970-665-6499





**Agenda Item #5.h.i.**

**Agenda Item Name:**

Request to Rezone Pioneer Mesa Filing 2 from LDR-PUD to Estates Zone-PUD - Ordinance No. 1, Series of 2022 - 2nd Reading

**Presenter:**

Patrick Waller, Planning Director

**Item Description:**

Request to Rezone Pioneer Mesa Filing 2 from LDR - PUD to Estates Zone PUD

**Recommended Action:**

Staff recommends that Council approve Ordinance No. 1, Series of 2022, on second reading as presented.

**Fiscal Impact:**

N/A

**Operational Impact:**

Water and Sewer lines are already in place for the subdivision, but will need to be brought up to City of Rifle standards . The access road to the subdivision will be privately maintained.

**Prior Board Motions:**

None

**Background Information:**

The property known as Pioneer Mesa was annexed in 2003 and zoned Low Density Residential – Planned Unit Development (LDR-PUD). The original sketch plan approval was for a total of 112 residential lots with accompanying open space, trails, and an improved park.

Pioneer Mesa Filing 1 was recorded in 2004. It consists of 35 lots on the lower of the two benches of the subdivision. It also includes a privately maintained park space, which doubles as a drainage facility. A HOA-owned trail was built around the outside of the original subdivision but its condition has deteriorated over the years.

In 2008 the original developer, without the permission of the City or any preliminary plan approvals for Filing 2, began work on the infrastructure for Filing 2 on the upper bench of the subdivision, including roughing in the access road that climbs the hill, constructing a retaining wall, installing underground utilities (not connected to the system), and pouring curbs/sidewalks.

**Executive Summary:**

The applicant requests approval of a Final Plan and Rezoning to subdivide approximately 28.76 acres into 17 single-family estate lots. The Preliminary/Sketch Plan/Rezoning was approved by Planning Commission on May 25, 2021, with a Condition of Approval that the Final Plan be reviewed by Planning Commission, prior to the City Council review. Planning Commission recommended approval of the Final Plan to City Council at the January 25th meeting. This item is regarding the rezoning of the property.

**Notification Requirements:**

The Rezoning request required notice to be provided to property owners within 200' via certified mail (return receipt requested), published in the newspaper, and posted on the site.

**Prepared By:**

Patrick Waller, Planning Director

**Attachments:**

1. Ordinance No. 1-Pioneer Mesa Filing 2 Rezoning

**CITY OF RIFLE, COLORADO  
ORDINANCE NO. 1  
SERIES OF 2022**

AN ORDINANCE OF THE CITY OF RIFLE, COLORADO, REZONING  
PIONEER MESA SUBDIVISION, FILING 2 FROM LOW DENSITY  
RESIDENTIAL PLANNED UNIT DEVELOPMENT (LDR-PUD) TO ESTATE  
ZONE DISTRICT PLANNED UNIT DEVELOPMENT (EZ-PUD).

WHEREAS, the owner of certain real property known as Pioneer Mesa Subdivision, Filing 2 described as Exhibit A attached hereto and incorporated herein by this reference (hereinafter the "Property") applied to the City to rezone the Property from Low Density Residential Planned Unit Development (LDR-PUD) to Estate Zone District Planned Unit Development (EZ-PUD); and

WHEREAS, on May 25, 2021, the City of Rifle Planning Commission considered the application for rezoning the Property and recommended that the City Council rezone the Property Estate Zone District Planned Unit Development (EZ-PUD); and

WHEREAS, the City of Rifle Planning Commission and the Rifle City Council have held duly-noticed public hearings as required by the Rifle Municipal Code, and the City Council now wishes to rezone the Property.

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

1. The aforementioned recitals are hereby fully incorporated herein as if set forth in full.

2. The Property described on Exhibit A is hereby rezoned to Estate Zone District Planned Unit Development (EZ-PUD) with the building restrictions and requirements as set forth on the Final Plat for Pioneer Mesa Subdivision, Filing 2 recorded with the Garfield County Clerk and Recorder as Reception No. _____.

3. Within thirty (30) days after the effective date of this Ordinance, the City Clerk shall incorporate the terms of this Ordinance into the Geographical Information System described in RMC Section 16-3-20, shall cause a printed copy of the amendment to the City Zone District Map to be made, which shall be dated and signed by the Mayor and attested to by the City Clerk, and which shall bear the seal of the City. The amended map shall include the number of this Ordinance. The signed original printed copy of the Zoning Map shall be filed with the City Clerk. The Clerk shall also record a certified copy of this Ordinance with the Garfield County Clerk and Recorder. The City staff is further directed to comply with all provisions of the Rifle Land Use Regulations, RMC Section 16-1-10 *et seq.*, to implement the provisions of this Ordinance.

INTRODUCED on March 16, 2022 read by title, passed on first reading, 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 April 6, 2022, passed without amendment, approved, and ordered published in full as required by the Charter.

DATED this _____ day of _____, 2022.

CITY OF RIFLE, COLORADO

BY _____  
Mayor

ATTEST:

_____  
City Clerk

**EXHIBIT A**

A PARCEL OF LAND SITUATED IN SECTION 18, TOWNSHIP 6 SOUTH, RANGE 93 WEST, OF THE 6TH P.M., CITY OF RIFLE, COUNTY OF GARFIELD, COLORADO BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE NE CORNER OF SECTION 18, TOWNSHIP 6 SOUTH, RANGE 93 WEST OF THE 6TH PRINCIPAL MERIDIAN AND CONSIDERING THE NORTH LINE OF THE NE 1/4 TO BEAR NORTH 88°56'50" WEST OF ALL BEARINGS CONTAINED HEREIN TO BE RELATIVE THERETO:

THENCE SOUTH 00°34'17" WEST 1331.16 FEET ALONG THE EAST LINE OF SECTION 18, TOWNSHIP 6 SOUTH, RANGE 93 WEST OF THE 6TH P.M. TO THE INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY LINE FOR SECOND STREET; THENCE ALONG THE NORTHERLY RIGHT-OF-WAY LINE FOR SECOND STREET THE FOLLOWING SIX (6) COURSES AND DISTANCES:

1. THENCE ALONG A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 79.29 FEET, WITH A RADIUS OF 470.00 FEET, AND WHOSE CHORD BEARS SOUTH 88°19'47" WEST 79.20 FEET;
  2. THENCE NORTH 86°50'14" WEST 358.40 FEET;
  3. THENCE ALONG A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 191.20 FEET, WITH A RADIUS OF 385.04 FEET, AND WHOSE CHORD BEARS SOUTH 78°56'14" WEST 189.24 FEET;
  4. THENCE SOUTH 64°42'49" WEST 175.19 FEET;
  5. THENCE ALONG A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 159.18 FEET, WITH A RADIUS OF 608.04 FEET, AND WHOSE CHORD BEARS SOUTH 72°12'49" WEST 158.73 FEET;
  6. THENCE ALONG A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 98.52 FEET, WITH A RADIUS OF 261.79 FEET, AND WHOSE CHORD BEARS NORTH 89°30'15" WEST 97.94 FEET;
- THENCE NORTH 00°38'48" EAST 171.57 FEET;  
THENCE NORTH 32°07'12" WEST 514.98 FEET;  
THENCE NORTH 00°38'48" EAST 888.74 FEET;  
THENCE SOUTH 88°56'50" EAST 1305.56 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM ANY PORTION THEREOF INCLUDED IN PIONEER MESA PLANNED UNIT DEVELOPMENT FILING NO. ONE RECORDED SEPTEMBER 22, 2004 AS RECEPTION NO. 660210.

IN THE CITY OF RIFLE  
COUNTY OF GARFIELD  
STATE OF COLORADO



**Agenda Item #5.h.ii.**

**Agenda Item Name:**

Consider Approval of Final Plan for Pioneer Mesa Filing 2 - Ordinance No. 2, Series of 2022 - 2nd Reading and Subdivision Improvement Agreement

**Presenter:**

Patrick Waller, Planning Director

**Item Description:**

Consider approval of Final Plan for Pioneer Mesa Filing 2

**Recommended Action:**

Staff recommends that Council approve Ordinance No. 2, Series of 2022, 2nd reading, as well as the Subdivision Improvement Agreement

**Fiscal Impact:**

N/A

**Operational Impact:**

Water and Sewer lines are already in place for the subdivision, but will need to be brought up to City of Rifle standards. The access road to the subdivision will be privately maintained.

**Prior Board Motions:**

None

**Background Information:**

The property known as Pioneer Mesa was annexed in 2003 and zoned Low Density Residential – Planned Unit Development (LDR-PUD). The original sketch plan approval was for a total of 112 residential lots with accompanying open space, trails, and an improved park.

Pioneer Mesa Filing 1 was recorded in 2004. It consists of 35 lots on the lower of the two benches of the subdivision. It also includes a privately maintained park space, which doubles as a drainage facility. A HOA-owned trail was built around the outside of the original subdivision but its condition has deteriorated over the years.

In 2008 the original developer, without the permission of the City or any preliminary plan approvals for Filing 2, began work on the infrastructure for Filing 2 on the upper bench of the subdivision, including roughing in the access road that climbs the hill, constructing a retaining wall, installing underground utilities (not connected to the system), and pouring curbs/sidewalks.



**Executive Summary:**

The applicant requests approval of a Final Plan and Rezoning to subdivide approximately 28.76 acres into 17 single-family estate lots. The Preliminary/Sketch Plan/Rezoning was approved by Planning Commission on May 25, 2021, with a Condition of Approval that the Final Plan be reviewed by Planning Commission, prior to the City Council review. Planning Commission recommended approval of the Final Plan to City Council at the January 25th meeting. This item is regarding the Final Plan review.

**Notification Requirements:**

Notice was accomplished by listing the item on the City Council Agenda.

**Prepared By:**

Patrick Waller, Planning Director

**Attachments:**

1. Ordinance No. 2-Pioneer Mesa Subdivision-Filing 2
2. Pioneer Mesa SIA

**CITY OF RIFLE, COLORADO  
ORDINANCE NO. 2  
SERIES OF 2022**

AN ORDINANCE OF THE CITY OF RIFLE, COLORADO, APPROVING A  
FINAL SUBDIVISION PLAN AND FINAL SUBDIVISION PLAT FOR  
PIONEER MESA SUBDIVISION, FILING 2

WHEREAS, in 2021, there was filed with the Rifle Planning Department an application for combined Sketch/Preliminary Plan approval for subdivision of property owned by Pioneer Mesa LandCo, LLC, (hereinafter “Developer”), which property is known as Pioneer Mesa Subdivision, Filing 2 and legally described on Exhibit A attached hereto and incorporated herein by this reference (hereinafter the “Property”); and

WHEREAS, on May 25, 2021, after a duly-noticed public hearing, the City of Rifle Planning Commission approved a combined Sketch/Preliminary Plan for the Property; and

WHEREAS, on January 31, 2022, the City of Rifle Planning Commission recommended to City Council an approval a Final Subdivision Plan and Final Subdivision Plat for the Property; and

WHEREAS, on March 16, 2022 and April 6, 2022, the Rifle City Council reviewed the Final Subdivision Plan and the Final Subdivision Plat application for the Property and found these documents to be consistent with the approved Sketch/Preliminary Plan, and that all conditions of Sketch/Preliminary Plan approval have been met; and

WHEREAS, the City Council desires to approve the Final Subdivision Plan and Final Subdivision Plat for the Property, subject to all terms and conditions set forth in the Site-Specific Development Plan and Subdivision Improvements Agreement for the Property (“SIA”) which SIA is available for inspection at the City Clerk’s Office during business hours.

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

1. The City Council incorporates the foregoing recitals as findings by the City Council.
2. That certain Final Subdivision Plan and Final Subdivision Plat for Pioneer Mesa Subdivision, Filing 2, proposing development of 17 single family homes, is hereby approved subject to the conditions contained in the Rifle Planning Department staff report provided to the City Council and the SIA.
3. The Mayor of the City is hereby authorized to indicate the City Council’s approval of the Final Subdivision Plan and Final Subdivision Plat and SIA for the Property by signing the Final Plat and SIA. A true and correct copy of the Final Plat and SIA for the Property shall be deposited with the City Clerk and shall be available for public inspection at the Clerk’s office after being fully executed by the parties.

4. Developer shall comply with all of Developer's representations made in any applications and in statements during the Public Hearings before the Planning Commission and City Council which shall be conditions of approval with which the Developer shall comply. The Developer shall also comply in full with the Rifle Municipal Code and the Public Works Manual requirements.

5. The City Clerk is hereby directed to file one (1) copy of the Final Plat and the original of this Ordinance in the Office of the City Clerk.

6. The City Clerk is hereby further directed to record this Ordinance, the Final Plat, the SIA and any other associated documents in the Office of the Clerk and Recorder of Garfield County, and to file one (1) certified copy of the Final Plat and this Ordinance with the Garfield County Assessor.

7. The City Council's approval of this Final Subdivision Plan and the Final Subdivision Plat for Phase 1 of the Property creates a vested property right pursuant to the Rifle Municipal Code and Article 68 of Title 24, C.R.S., as amended, for a period of three (3) years from the effective date of this Ordinance. As a condition of the granting of such vested right, the Developer shall, at its expense, publish the vested rights notice required by C.R.S. §24-68-103(c) and the Rifle Municipal Code §16-11-10, *et. seq.*, and Developer shall comply with all other procedural requirements set forth therein.

INTRODUCED on March 16, 2022, read by title, passed on first reading, 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 April 6, 2022, passed without amendment, approved, and ordered published in full as required by the Charter.

Dated this _____ of _____, 2022.

CITY OF RIFLE, COLORADO

BY: _____  
Mayor

ATTEST:

_____  
City Clerk



**EXHIBIT A**

A PARCEL OF LAND SITUATED IN SECTION 18, TOWNSHIP 6 SOUTH, RANGE 93 WEST, OF THE 6TH P.M., CITY OF RIFLE, COUNTY OF GARFIELD, COLORADO BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE NE CORNER OF SECTION 18, TOWNSHIP 6 SOUTH, RANGE 93 WEST OF THE 6TH PRINCIPAL MERIDIAN AND CONSIDERING THE NORTH LINE OF THE NE 1/4 TO BEAR NORTH 88°56'50" WEST OF ALL BEARINGS CONTAINED HEREIN TO BE RELATIVE THERETO:

THENCE SOUTH 00°34'17" WEST 1331.16 FEET ALONG THE EAST LINE OF SECTION 18, TOWNSHIP 6 SOUTH, RANGE 93 WEST OF THE 6TH P.M. TO THE INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY LINE FOR SECOND STREET; THENCE ALONG THE NORTHERLY RIGHT-OF-WAY LINE FOR SECOND STREET THE FOLLOWING SIX (6) COURSES AND DISTANCES:

1. THENCE ALONG A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 79.29 FEET, WITH A RADIUS OF 470.00 FEET, AND WHOSE CHORD BEARS SOUTH 88°19'47" WEST 79.20 FEET;
  2. THENCE NORTH 86°50'14" WEST 358.40 FEET;
  3. THENCE ALONG A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 191.20 FEET, WITH A RADIUS OF 385.04 FEET, AND WHOSE CHORD BEARS SOUTH 78°56'14" WEST 189.24 FEET;
  4. THENCE SOUTH 64°42'49" WEST 175.19 FEET;
  5. THENCE ALONG A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 159.18 FEET, WITH A RADIUS OF 608.04 FEET, AND WHOSE CHORD BEARS SOUTH 72°12'49" WEST 158.73 FEET;
  6. THENCE ALONG A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 98.52 FEET, WITH A RADIUS OF 261.79 FEET, AND WHOSE CHORD BEARS NORTH 89°30'15" WEST 97.94 FEET;
- THENCE NORTH 00°38'48" EAST 171.57 FEET;  
THENCE NORTH 32°07'12" WEST 514.98 FEET;  
THENCE NORTH 00°38'48" EAST 888.74 FEET;  
THENCE SOUTH 88°56'50" EAST 1305.56 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM ANY PORTION THEREOF INCLUDED IN PIONEER MESA PLANNED UNIT DEVELOPMENT FILING NO. ONE RECORDED SEPTEMBER 22, 2004 AS RECEPTION NO. 660210.

IN THE CITY OF RIFLE  
COUNTY OF GARFIELD  
STATE OF COLORADO

**SITE SPECIFIC DEVELOPMENT PLAN AND  
SUBDIVISION IMPROVEMENTS AGREEMENT**

**PIONEER MESA SUBDIVISION  
FILING 2 AND 3  
(COMBINED AS FILING 2)**

THIS AGREEMENT made this ____ day of _____, 2022, by and between the CITY OF RIFLE, COLORADO, a home-rule municipality (hereinafter "City") and PIONEER MESA LANDCO, LLC, a Colorado limited liability company (hereinafter "Developer");

W I T N E S S E T H:

WHEREAS, Developer is the owner of certain real property located in the City of Rifle, Colorado, which property is to be known as Pioneer Mesa Subdivision, Filing 2 and is further described in Exhibit A, attached hereto and incorporated herein by reference (hereinafter the "Property" or "Filing 2"); and

WHEREAS, Developer's predecessor in interest, PM, LLC, and the City entered into an Annexation Agreement dated August 20, 2003, which is recorded in the Office of the Clerk and Recorder of Garfield County, as Reception No.639718, which Agreement is incorporated herein by this reference.

WHEREAS, on February 18, 2004 and March 3, 2004, the City Council of the City of Rifle, after holding all necessary public hearings, approved by appropriate ordinance a Final Plat and Final Subdivision Plan for the Pioneer Mesa Subdivision, which Ordinance No. 3, Series of 2004, which is recorded as Reception No. 660209 in the Office of the Garfield County Clerk and Recorder; and

WHEREAS, on September 16, 2004, the Rifle City Council and PIONEER MESA, LLC, the entity which took ownership from PM, LLC, entered into a Site Specific Development Plan and Subdivision Improvements Agreement for Pioneer Mesa, Filing One ("Filing 1 SIA"), which is recorded as Reception No. 660211 in the Office of the Garfield County Clerk and Recorder; and

WHEREAS, Ordinance No. 3, Series of 2004 states that the Pioneer Mesa Subdivision is intended to be developed in three (3) phases, with a separate subdivision improvements agreement and performance guarantee to be executed prior to the recording of the Final Plat for each subsequent filing to secure completion of the associated public improvements; and

WHEREAS, Developer proposes to develop the remaining Filings 2 and 3 of the Property together as one Filing 2 for Pioneer Mesa Subdivision, and Developer has submitted updated cost estimates for the required public improvements; and

WHEREAS, the Property has since been rezoned to Estate Zone District Planned Unit Development (EZ-PUD) and Filing 2 contains 17 residential lots accessed by a privately owned

and maintained road; and

WHEREAS, the approvals cited above are contingent upon the express condition that all obligations and duties created by this Agreement are faithfully performed by the Developer.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

1. Recitals. The foregoing recitals are incorporated herein as material representations and acknowledgments of the parties.

2. Purposes. The purpose of this Agreement is to set forth the terms and conditions to be met by the Developer; to set forth the fees to be paid by the Developer upon subdivision of the Property, and to constitute the Subdivision Improvement Agreement provided for in Sections 16-4-170, 16-5-440(d) and 16-6-180(c)(2) of the Rifle Municipal Code. All terms and conditions contained herein are in addition to all requirements of the Rifle Municipal Code, the City of Rifle Land Use Regulations (Title 16 of the Rifle Municipal Code), Ordinance No. 3, Series, of 2004 and state and federal statutes, and are not intended to supersede any requirements contained therein, except where specifically provided in this Agreement.

3. Definition of the Submittal. For purposes of this agreement, the "Submittal" or the "Application" consists of all the documents and information submitted to City staff for purposes of administrative approval of Filing 2.

4. Fees. The following fees shall be paid to the City by the Developer:

- A. Reimbursement of Costs. The Developer hereby agrees to pay the City the actual costs to the City for engineering, surveying, and legal services rendered in connection with the review of the subdivision of the Property. In addition, the Developer shall reimburse the City for the cost of making corrections or additions to the master copy of the official City map, for the fee for recording the Final Plat and accompanying documents with the County Clerk and Recorder of Garfield County. Developer shall also pay any fee required pursuant to the Rifle Municipal Code. Interest shall be imposed at rate of 1.5% per month on all balances not paid within thirty (30) days of the date of the statement. In addition to any and all remedies available to the City and in the event the City is forced to pursue collection of any amounts due and unpaid under this provision or under this Agreement, the City shall be entitled to collect attorney's fees and costs incurred in said collection efforts in addition to the amount due and unpaid.
- B. Water and Sewer Taps. Developer, its successors and assigns, shall comply in full with Title 13 of the Rifle Municipal Code regarding tap fees for water and sewer service.



- C. Water Rights Dedication. Developer shall pay the cash in lieu of the water rights dedication fees as required under RMC Section 13-6-10, *et. seq.* for the Property. For this purpose, prior to the recording of the Final Plat, Developer shall pay the fee then in effect at the rate of one (1) EQR for each lot created by the Plat for which potable water service is to be provided by the City. If there are additional EQRs associated with development of any of the lots, payment shall be due at the time of building permit for such units which raise the total EQRs above the above-referenced calculations. The water rights dedication fee per EQR to be paid will be the fee then in effect by an ordinance of general applicability. Further, the Developer agrees to be bound by any ordinance or resolution of general applicability that modifies these fees.
- D. Park Maintenance Contribution/Parkland Dedication. The Annexation Agreement and the Filing 1 SIA required the construction of a park as a public improvement with Filing 1 and state the "Homeowners Association shall own and maintain the park and it shall be open to the public." Therefore, the owner association created for Filing 2 shall enter into a binding contribution agreement with the homeowners association for Filing 1 for 17/52 of the costs of operation, maintenance, repair, replacement of the public park constructed pursuant to the Filing 1 SIA and maintained by the Filing 1 owners association. Said contribution agreement shall be duly executed and provided to the City as a condition of recording the Final Plat for Filing 2. Further, the Property is subject to the City parkland dedication requirements set forth in Rifle Municipal Code §§16-1-90 and 16-4-110 and Developer shall pay parkland dedication fees then in effect for each unit at the time of building permit application.
- E. Offsite Street Impact Fees. The City and Developer agree that the Property is subject to offsite street impact fees as set forth in the RMC Section 16-1-100.
- 5. Specific Conditions. Developer agrees to perform the following conditions:
  - A. Representations. All representations of the Developer made in its application and in statements during the public hearings before the Planning Commission and City Council shall be considered conditions of approval with which the Developer shall comply.
  - B. Noxious Weed Control/Maintenance. Developer agrees and acknowledges that it shall, pending and during development of the Property, control the growth of noxious weeds on all parcels within the Property as required by the Rifle Municipal Code, and maintain the Property.
  - C. Privately Maintained Roads Open to the Public. The parties agree and

acknowledge that the roads accessing and within Filing 2 shall be open to the public with no gated access, but owned, maintained, repaired and replaced by the homeowners association created for Filing 2 and the City has no obligations for the roads.

6. Pre-Construction Meeting. Developer shall hold a pre-construction meeting between the City Engineer and Public Works Director and the Developer, its engineer and contractor for the purpose of discussing all construction issues that will be required for this project.

7. Public Improvements. All water lines, water facilities, sewer lines, sewer facilities, hydrants, landscaping, water or sewer distribution facilities, drainage structures, gas lines, electrical facilities, cable T.V., telephone lines, utility systems, streets (public and/or private), lighting, landscaping and signage required by this Agreement or shown on the final subdivision plat (the "public improvements") shall be installed and completed at the expense of the Developer.

A. General Responsibility. All public improvements required by this Agreement and shown on the Final Subdivision Plat submittal, and the estimated costs thereof, are identified on Exhibit B attached hereto. The public improvements shall be constructed in conformance with the plans and specifications submitted by the Developer as part of the Final Plat application and approved by the City Public Works Director or his/her designee, including all supplemental plans and specifications submitted, which plans and specifications are on file at City Hall, the City of Rifle Public Works Manual then in effect, and the utility plan (hereinafter collectively referred to as "Plans and Specifications").

8. Construction Observation and Inspection.

A. Construction Inspection by Developer. Developer shall be responsible for ensuring that its certified professional engineer provides construction inspection services as necessary to allow Developer's engineer to provide a stamped certification, when improvements are submitted to the City for acceptance, that the Public Improvements have been constructed in accordance with the Plans and Specifications approved by the City.

B. Construction Observation by the City. The City shall have the right to make engineering observations at reasonable intervals and at the Developer's expense during construction of the public improvements. Observation, acquiescence in or approval by any engineering inspector of the construction of any physical facilities, at any particular time, shall not constitute City approval of any phase of construction of the public improvements. City approvals shall be made only after completion of construction and in the manner hereinafter set forth. To assist the City in monitoring the installation of the public improvements, a supervisor

employed by the Developer's general contractor shall inspect the public improvements on at least a weekly basis, and shall provide the City Public Works Director or his/her designee with supervisor's field and inspection notes relating to the installation of the public improvements which have been reviewed and stamped by a professional engineer. The supervisor shall regularly apprise the City Public Works Director or his/her designee of the status of the work on the public improvements. Further, the Developer at its own expense shall have an approved geotechnical engineer monitor the methods of construction and backfill, to ensure such work is being completed in conformance with the approved plans and specifications, and accepted standards for such work. The geotechnical engineer shall conduct inspections and testing as directed by the City Public Works Director or his/her designee. The City agrees to respond to requests for interim inspections in a timely manner and to respond not later than ten (10) business days after a request for a final inspection. Nothing in this paragraph shall be construed to constitute an acceptance by the City of the Public Improvements, which approval and acceptance shall only occur pursuant to the specific provisions below.

9. Acceptance; Conveyance. Within thirty (30) days of the Acceptance Date, the Developer shall execute a quit-claim deed to the City conveying any interests it has in the public improvements. The Developer shall also execute a bill of sale conveying the public improvements to the City, free and clear of all liens and encumbrances. All public improvements conveyed to the City shall be warranted for a period of twelve (12) months from the Acceptance Date, as provided below.

10. Warranty. Developer shall warrant any and all public improvements and facilities which are conveyed to the City pursuant to this Agreement (i.e. water and sewer facilities and lines, public roads and facilities located on or under public lands and easements) for a period of twelve (12) months from the Acceptance Date. Specifically, but not by way of limitation, Developer shall warrant that:

- A. The title conveyed shall be good and its transfer rightful;
- B. Any and all facilities conveyed shall be free from any security interest or other lien or encumbrance; and
- C. Any and all facilities so conveyed shall be free of any defects in materials or workmanship for a period of one (1) year, as stated above.

11. Performance Guarantee. The total amount of required security for the Public Improvements for Filing 2 are specified on Exhibit B.

- A. In order to secure the construction and installation of the Public Improvements



above described for which Developer is responsible, Developer shall furnish the City with a certificate or other evidence in good and sufficient form approved by the City Attorney of an irrevocable letter of credit issued or confirmed by a commercial banking institution authorized to do business and with offices located within the State of Colorado to secure the performance and completion of the Public Improvements required by this Agreement in an amount equal to the estimated costs of said facilities as set forth on Exhibit B. The City shall have the right to review and approve all terms and conditions of the letter of credit prior to recording of the Final Plat; or, in the alternative, delay recording the Final Plat until all Public Improvements are constructed and, if applicable, accepted by the City pursuant to this Agreement.

The original letter of credit shall be delivered to the City prior to the recordation of the Final Plat. This Letter of Credit shall comply in all respects with the Uniform Customs and Practice for Documentary Credits, 1993 Revision, issued by the International Chamber of Commerce, Paris, to the extent it does not conflict with Article 5 of the Colorado Uniform Commercial Code.

- B. In the event the Public Improvements are not constructed or completed within 12 months of the date of this Agreement, the letter of credit shall provide that the funds necessary to complete the Public Improvements shall be put directly into an escrow account under the control of the City Manager and shall be used to complete the Public Improvements called for herein.
- C. Within ten (10) days of timely completion of the Public Improvements, and performance of the conditions and requirements of this Agreement secured by the performance guarantee, and upon the approval of the City Manager, the performance guarantee shall be released to Developer. If the improvements are not completed within the required time, the performance guarantee may be called by the City and the monies may be used to complete the improvements; provided, however, that if such guarantee is not sufficient to pay the actual costs, the Developer shall be responsible for the balance.
- D. The required security for the Public Improvements is the amount mutually agreed upon by the Developer and the City Engineer as set forth above. The parties agree that this amount does not necessarily reflect the City Engineer's estimate of what the actual cost to the City would be if the City were required to fund construction of all of the Public Improvements. In the event the costs of the Public Improvements exceed the amount set forth above, Developer shall be solely responsible for the actual cost. The purpose of Exhibit B is solely to determine the amount of security and shall be revised as necessary to reflect the actual costs, and the performance guarantee required by this SIA shall be adjusted accordingly. No representations are made as to the accuracy of these estimates,

and the Developer agrees to pay the actual costs of all such Public Improvements.

- E. The parties expressly agree that the Developer's preparation and submission to the City of "as-built drawings" and a summary of actual construction costs for the Public Improvements to be dedicated to the City--and approval by the City of the as-built drawings and summary--are essential requirements of this Agreement. In the event the Developer fails to provide the as-built drawings and summary to the City thirty (30) days prior to the expiration of the performance guarantee or any extension thereof, such failure shall constitute a breach of this Agreement with regard to the completion of the Public Improvements, damages for which are impossible to ascertain, entitling the City to call upon the performance guarantee in an amount equal to ten (10%) percent of the total amount set forth on Exhibit B, which amount the City may retain as liquidated damages due to Developer's breach. No releases to the letter of credit shall be granted by the City until such as-built drawings are provided and the secured improvements are accepted by the City pursuant to the provisions of this Agreement.

12. Title Policy. Prior to the recordation of the Final Plat for the Property, the Developer shall provide the City a commitment for a title insurance policy, indicating that the Property is free and clear of all encumbrances whatsoever which would impair the use of the Property as proposed by the Final Subdivision Plat. Further, said title commitment, and/or an additional title commitment, shall show that all other property to be dedicated to the City is free and clear of all encumbrances which would make said dedications unacceptable as the City in its sole discretion determines. At the time of recording the Final Plat, the title insurance policy(s) shall be provided to the City, and the premium(s) for the title insurance shall be paid by the Developer. In the event the title commitment(s) reflect encumbrances which would impair the use of the Property as proposed or which would make the public dedications unacceptable, the City shall notify the Developer, who shall cure or otherwise remove or subordinate said encumbrances to the satisfaction of the City prior to the recordation of the Final Plat.

13. Vested Rights. Pursuant to Section 16-11-10, *et. seq.*, of the Rifle Municipal Code, the City and the Developer agree that the City Council's final subdivision plat approval of Pioneer Mesa Subdivision constitutes the approval of a "Site Specific Development Plan", and no further hearings are required. Pursuant to the approval by the City Council of the Final Plat for the Property, the City will have granted vested property rights for the Property for a period of three (3) years from the effective date of the City ordinance approving this Agreement and the Final Plat upon the condition that the Developer comply with all of the terms and conditions of this Agreement, the Final Plat for the Property, and the development submittal. Such rights shall also be subject to the provisions of Rifle Municipal Code Section 16-11-10, *et. seq.* The Developer shall at its expense publish the vested rights notice required by C.R.S. §24-68-103(1) and Rifle Municipal Code Section 16-11-50.

14. Owners Association; Covenants. The Property shall be subject to an owners

association created by the Developer under the laws of the State of Colorado at the time of Final Subdivision Plat recording that sets forth the ownership and maintenance obligations of the private road accessing Filing 2 and all other common elements on the Property. Said owners association shall also enter into a binding contribution agreement with the homeowners association for Filing 1 for 50% of the the operation, maintenance, repair and replacement obligations for the detention pond constructed pursuant to the Filing 1 SIA and 17/52 of the costs of operation, maintenance, repair, replacement of the public park constructed pursuant to the Filing 1 SIA. Said contribution agreement(s) shall be duly executed and provided to the City as a condition of recording the Final Plat for Filing 2.

15. Conditions of Building Permit / Certificate of Occupancy. In addition to all requirements of the Rifle Municipal Code and any requirements imposed by operation of state, federal, or local law, no building permits shall be issued for the Property until:

- A. This SIA has been recorded in the Office of the Garfield County Clerk and Recorder, and a recorded copy is on file in the Office of the City Clerk.
- B. The Final Plat has been recorded in the Office of the Garfield County Clerk and Recorder, and a recorded copy is on file in the Office of the City Clerk.
- C. All public improvements have been accepted, or a performance guarantee to secure all public improvements has been provided in accordance with this SIA.

16. Voluntary Action of Developer. Notwithstanding any provision of the Rifle Municipal Code, the Developer agrees that all terms and conditions of this Agreement, including specifically the payment of fees, the dedication of land, and the completion of off-site infrastructure improvements, are agreed to and constitute the voluntary actions of the Developer.

17. Breach by Developer; City's Remedies. In the event of any default or breach by the Developer of any term, condition, covenant or obligation under this Agreement, the City Council shall be notified immediately. The City may take such action as it deems necessary to protect the public health, safety, and welfare; to protect lot buyers and builders, and to protect the citizens of the City from hardship. The City's remedies include:

- A. The refusal to issue to the Developer any building permit or certificate of occupancy; provided, however, that this remedy shall not be available to the City until after the affidavit described below has been recorded;
- B. The recording with the Garfield County Clerk and Recorder of an affidavit, approved in writing by the City Attorney and signed by the City Manager or his designee, stating that the terms and conditions of this Agreement have been breached by the Developer. At the next regularly scheduled City Council meeting, the City Council shall either approve the filing of said affidavit or direct



the City Manager to file an affidavit stating that the default has been cured. Upon the recording of such an affidavit, no further lots or parcels may be sold within the Property until the default has been cured. An affidavit signed by the City Manager or his designee and approved by the City Council stating that the default has been cured shall remove this restriction;

- C. A demand that the security given for the completion of the public improvements be paid or honored;
- D. The refusal to consider further development plans within the Property; and/or
- E. Any other remedy available at law.

Unless necessary to protect the immediate health, safety, and welfare of the City or City residents, the City shall provide the Developer ten (10) days' written notice of its intent to take any action under this paragraph during which ten-day period the Developer may cure the breach described in said notice and prevent further action by the City. Furthermore, unless an affidavit as described in 17(B), above, has been recorded with the Garfield County Clerk and Recorder, any person dealing with the Developer shall be entitled to assume that no default by the Developer has occurred hereunder unless a notice of default has been served upon Developer as described above, in which event Developer shall be expressly responsible for informing any such third party of the claimed default by the City.

18. Assignment. This Agreement may not be assigned by the Developer without the prior written consent of the City, which consent shall not be unreasonably withheld. In the event Developer desires to assign its rights and obligations herein, it shall so notify the City in writing together with the proposed assignee's written agreement to be bound by the terms and conditions contained herein.

19. Indemnification. Developer agrees to indemnify and hold the City harmless from any and all claims or losses of any nature whatsoever incurred by the City resulting from the subdivision of the Property. This indemnification shall include actual attorneys' fees incurred in the event that any party brings an action against the City for any of the approvals described herein. The parties hereto intend not to duplicate any legal services or other costs associated with the defense of any claims against either party described in this section. Therefore, the parties hereto agree to cooperate in full to prevent duplicative expenses incurred as a result of the indemnification herein described.

20. Waiver of Defects. In executing this Agreement, Developer waives all objections it may have concerning defects, if any, in the formalities whereby it is executed, or concerning the power of the City to impose conditions on Developer as set forth herein, and concerning the procedure, substance, and form of the ordinances or resolutions adopting this Agreement.

21. Final Agreement. This Agreement supersedes and controls all prior written and oral agreements and representations of the parties and is the total integrated agreement between the parties.

22. Modifications. This Agreement shall not be amended, except by subsequent written agreement of the parties.

23. Release of Liability. It is expressly understood that the City cannot be legally bound by the representations of any of its officers or agents or their designees except in accordance with the City of Rifle Code and Ordinances and the laws of the State of Colorado, and that Developer, when dealing with the City, acts at its own risk as to any representation or undertaking by the City officers or agents or their designees which is subsequently held unlawful by a court of law.

24. Captions. The captions in this Agreement are inserted only for the purpose of convenient reference and in no way define, limit, or prescribe the scope or intent of this Agreement or any part thereof.

25. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, and assigns.

26. Invalid Provision. If any provisions of this Agreement shall be determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provision hereof, all of which other provisions shall remain in full force and effect. It is the intention of the parties hereto that, if any provision of this Agreement is capable of two constructions, one of which would render the provision void, and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid.

27. Governing Law. The laws of the State of Colorado shall govern the validity, performance, and enforcement of this Agreement. Should either party institute legal suit or action for enforcement of any obligation contained herein, it is agreed that the venue of such suit or action shall be in Garfield County, Colorado.

28. Attorneys' Fees; Survival. Should this Agreement become the subject of litigation, the substantially prevailing party shall be entitled to, and the failing party shall pay, all reasonable attorneys' fees, expenses, and court costs. All rights concerning remedies and/or attorneys shall survive any termination of this Agreement.

29. Authority. Each person signing this Agreement represents and warrants that he is fully authorized to enter into and execute this Agreement, and to bind the party it represents to the terms and conditions hereof.

30. Counterparts. This Agreement may be executed in counterparts, each of which

shall be deemed an original, and all of which, when taken together, shall be deemed one and the same instrument.

31. Notice. All notices required under this Agreement shall be in writing and shall be hand-delivered or sent by registered or certified mail, return receipt requested, postage prepaid, to the addresses of the parties herein set forth. All notices so given shall be considered effective seventy-two (72) hours after deposit in the United States mail with the proper address as set forth below. Either party by notice so given may change the address to which future notices shall be sent.

Notice to City:

City of Rifle  
P. O. Box 1908  
Rifle, CO 81650

With copy to:

Karp Neu Hanlon, P.C.  
P. O. Drawer 2030  
Glenwood Springs, CO 81602

Notice to Developer:

Pioneer Mesa LandCo, LLC  
P.O. Box 8690  
Avon, CO 81620

33. Gender. Whenever the context shall require, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

WHEREFORE, the parties hereto have executed duplicate originals of this Agreement on the day and year first written above.

CITY OF RIFLE, COLORADO

By: _____

Mayor

ATTEST:

_____  
Clerk



PIONEER MESA LANDCO, LLC:

By: _____  
_____  
Its _____  
_____

STATE OF COLORADO     )  
                                          ) ss.  
COUNTY OF                    )

Acknowledged, subscribed, and sworn to before me this ____ day of _____,  
2022, by _____ as _____ of Pioneer Mesa LandCo,  
LLC.

WITNESS my hand and official seal.

My Commission expires: _____.

_____  
Notary Public

**EXHIBIT A**

A PARCEL OF LAND SITUATED IN SECTION 18, TOWNSHIP 6 SOUTH, RANGE 93 WEST, OF THE 6TH P.M., CITY OF RIFLE, COUNTY OF GARFIELD, COLORADO BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE NE CORNER OF SECTION 18, TOWNSHIP 6 SOUTH, RANGE 93 WEST OF THE 6TH PRINCIPAL MERIDIAN AND CONSIDERING THE NORTH LINE OF THE NE 1/4 TO BEAR NORTH 88°56'50" WEST OF ALL BEARINGS CONTAINED HEREIN TO BE RELATIVE THERETO:

THENCE SOUTH 00°34'17" WEST 1331.16 FEET ALONG THE EAST LINE OF SECTION 18, TOWNSHIP 6 SOUTH, RANGE 93 WEST OF THE 6TH P.M. TO THE INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY LINE FOR SECOND STREET; THENCE ALONG THE NORTHERLY RIGHT-OF-WAY LINE FOR SECOND STREET THE FOLLOWING SIX (6) COURSES AND DISTANCES:

1. THENCE ALONG A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 79.29 FEET, WITH A RADIUS OF 470.00 FEET, AND WHOSE CHORD BEARS SOUTH 88°19'47" WEST 79.20 FEET;
  2. THENCE NORTH 86°50'14" WEST 358.40 FEET;
  3. THENCE ALONG A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 191.20 FEET, WITH A RADIUS OF 385.04 FEET, AND WHOSE CHORD BEARS SOUTH 78°56'14" WEST 189.24 FEET;
  4. THENCE SOUTH 64°42'49" WEST 175.19 FEET;
  5. THENCE ALONG A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 159.18 FEET, WITH A RADIUS OF 608.04 FEET, AND WHOSE CHORD BEARS SOUTH 72°12'49" WEST 158.73 FEET;
  6. THENCE ALONG A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 98.52 FEET, WITH A RADIUS OF 261.79 FEET, AND WHOSE CHORD BEARS NORTH 89°30'15" WEST 97.94 FEET;
- THENCE NORTH 00°38'48" EAST 171.57 FEET;  
THENCE NORTH 32°07'12" WEST 514.98 FEET;  
THENCE NORTH 00°38'48" EAST 888.74 FEET;  
THENCE SOUTH 88°56'50" EAST 1305.56 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM ANY PORTION THEREOF INCLUDED IN PIONEER MESA PLANNED UNIT DEVELOPMENT FILING NO. ONE RECORDED SEPTEMBER 22, 2004 AS RECEPTION NO. 660210.

IN THE CITY OF RIFLE  
COUNTY OF GARFIELD  
STATE OF COLORADO



## Exhibit B

PO Box 1530 Rifle, CO 81650  
Phone: 970.625.8210  
WWW.KUERSTENCONSTRUCTION.COM

**September 28, 2021**

Contracting Party/Owner:

**Fortius Construction**

### **Project: Pioneer Mesa Subdivision Budget – Rifle, CO**

We are pleased to submit the following proposal for the above referenced Project.

#### **Mobilization** **\$7,000.00**

- Includes; Mobilization of equipment, materials and gps setup.

#### **DEMO**

#### **Clear & Grub** **\$16,000.00**

- Includes; mowing and clearing existing vegetation in roadways and work areas.

#### **Concrete Demolition** **\$28,500.00**

- Includes; removal of 7,350 LF of C&G and 20,855 SF of walk.

#### **Concrete Crushing** **\$29,000.00**

- Includes; crushing approximately 1,000 tons of concrete to be reused as aggregate base course. This provides a net saving of \$15,000 vs disposal and import of new road base.

#### **Utilities**

#### **Potholing** **\$11,000.00**

- Includes; 40 hours for a HydroVac truck and laborer.

#### **Abandon Sewer** **\$87,100.00**

- Includes; abandon 52 sewer services. Test main and remaining services.

#### **Abandon Water** **\$70,000.00**

- Includes; abandon 26 water services. Test main and remaining services.

#### **Gas & Electric** **\$70,000.00**

- Includes; budget for gas and electric trenching, route to be determined.



## **Grading & Drainage**

### **Road Swales & Basins** **\$23,000.00**

- Includes; Excavation of drainage swales around Navajo Circle, Oregon Trail, Sante Fe Trail, & Chism Trail. Excavation of basins on Lots 1,3,5 &7.

### **Culverts** **\$30,000.00**

- Includes; Installation of 15" and 18" culverts from basins to inlets. Core and grout inlets.

## **Subgrade Prep**

### **Navajo Circle & Sante Fe Trail** **\$24,000.00**

- Includes; Place crushed concrete, grade, moisture condition and compact. Prep for 6,875 SY HMA paving.

### **Oregon Trail & Chism Trail** **\$8,500.00**

- Includes; Place crushed concrete, grade, moisture condition and compact.

## **Pioneer Trail**

### **Earthwork** **\$25,000.00**

- Includes; cut, fill, moisture condition and compaction.

### **Curb, Gutter, Conc. Shoulder** **\$81,000.00**

- Includes; 1,325 LF of curb & gutter on N. side of road and 1,325 LF of 2' wide shoulder on S.

### **Subgrade HMA Prep** **\$26,000.00**

- Includes; Import 900 tons of Class 6 road base, grade, moisture condition and compact. Prep for 2,435 SY HMA paving.

### **Gravel Trail** **\$12,000.00**

- Includes; 8,000 SF of gravel trail on North side of Pioneer Trail.

### **Culverts & Basins** **\$7,000.00**

- Includes; Installation two 12" area drains in roadside swales, installation of 15" ads culvert and storm water basins.

### **Guardrail** **\$15,000.00**

- Includes; Installation of 500 LF of guardrail.

## **Asphalt Paving**

### **Pioneer Trail** **\$60,500.00**

- Includes; 2,435 SY of 3" HMA.

### **Navajo Circle & Sante Fe Trail** **\$161,000.00**

- Includes; 6,875 SY of 3" HMA.

### **V.E.: Navajo Circle & Sante Fe Trail** **\$65,000.00**

- Includes; 6,875 SY of 4" recycled asphalt in lieu of asphalt paving.

**GENERAL EXCLUSIONS:**

- Permits, fees, special inspectors/inspections, materials testing
- Survey/control/grade/staking by others.
- Temporary facilities by others, ie..restrooms, water, trash.
- Water fees, meters for construction.
- Overtime or week end work.
- Restoration / revegetation.
- Asphalt patching
- Traffic Control
- Gas, Electric, Phone trenching by others.
- Vapor Barrier, water proofing, damp proofing, insulation.

**TERMS AND CONDITIONS:**

Water clause: In case underground water is encountered, de-watering the site shall be on a time and materials basis.

Rock clause: In case rock is encountered that exceeds 1 CY, rock handling shall be handled on a time and materials basis.

Location of Utilities: Owner/Contracting party shall be responsible for locating all private utilities prior to the commencement of any work. Kuersten Construction is not responsible for the cost of repair to any private utility lines not shown or located by Contracting party. Kuersten Construction will not start any excavation work until our UNCC Locate Request has been completed.

Permits, Inspections and tap fees: Unless noted otherwise, Contracting party is responsible for payment of all necessary permits, inspections and tap fees.

Weather Protection: Estimate does not include allowances for weather protection. All costs of weather protection shall be on a time and materials basis.

Absence of plans and specs (or incomplete): If the Description of Work does not refer to formal plans and specifications (or if incomplete), then all of the work shall be performed under the specific direction and supervision of Contracting Party. Kuersten Construction's warranty shall be limited to performing its work in a competent, workmanlike manner pursuant to the direction and instructions from Contracting Party or his designated representative.

Payment terms: Unless other agreements have been made between both parties, payment is due 15 days after receipt of billing. Amounts outstanding after 15 days shall bear interest at the rate of 2% per month or 24% annually plus attorneys' fees and/or costs of collection.

Clean Up: All trash created by Kuersten Construction will be cleaned up to a jobsite provided dumpster or location on site. Wash out area for concrete trucks and pump trucks to be provided by Contracting party on site.

Due to changing costs and suppliers and/or vendors adding surcharges and varying prices, we reserve the right to pass these costs along to the Contracting Party. (Including fuel surcharges)

Material and labor shortages are beyond our control and may affect the schedule and the cost of the Project. We reserve the right to add for additional costs should this occur. Every effort will be made to communicate these issues and costs prior to commencing the work.

This Proposal good for 30 days.

*Andrew Kuersten*

9/28/21

Andrew Kuersten  
**Kuersten Construction LLC**

Date

Contracting Party

Date



**Agenda Item #7.a.**

**Agenda Item Name:**

Presentation on Monarch Butterflies and Supportive Planting Efforts

**Presenter:**

Tom Whitmore, Parks & Recreation Director

**Item Description:**

Larry Anderson will present information on Monarch butterflies and a plan to plant more butterfly-supportive plant materials in selected locations in parks and on City properties.

**Recommended Action:**

Provide consensus of support for this plan.

**Fiscal Impact:**

Because replacement of plant material is ongoing in landscape areas, no extraordinary fiscal impact is expected. \$2,000.00 or so may be spent this spring. This is within the Parks Supplies budget.

**Operational Impact:**

Within ongoing maintenance of the landscape. Maintenance staff and contractors will be advised to promote the growth of the plant material.

**Prior Board Motions:**

None

**Background Information:**

The Parks and Recreation Advisory Board has received a presentation from Larry and supports the efforts.

**Executive Summary:**

**Notification Requirements:**

None

**Prepared By:**

Tom Whitmore, Parks & Recreation Director

**Attachments:**

1. Rifle_Monarch_1-10_2022_Presentation_Anderson



A monarch butterfly with orange and black wings is perched on a pink flower. The background is a soft, out-of-focus green and yellow.

# Monarch & Pollinator Habitat Proposal Spring 2022

1/10/2022  
City of Rifle  
Larry Anderson

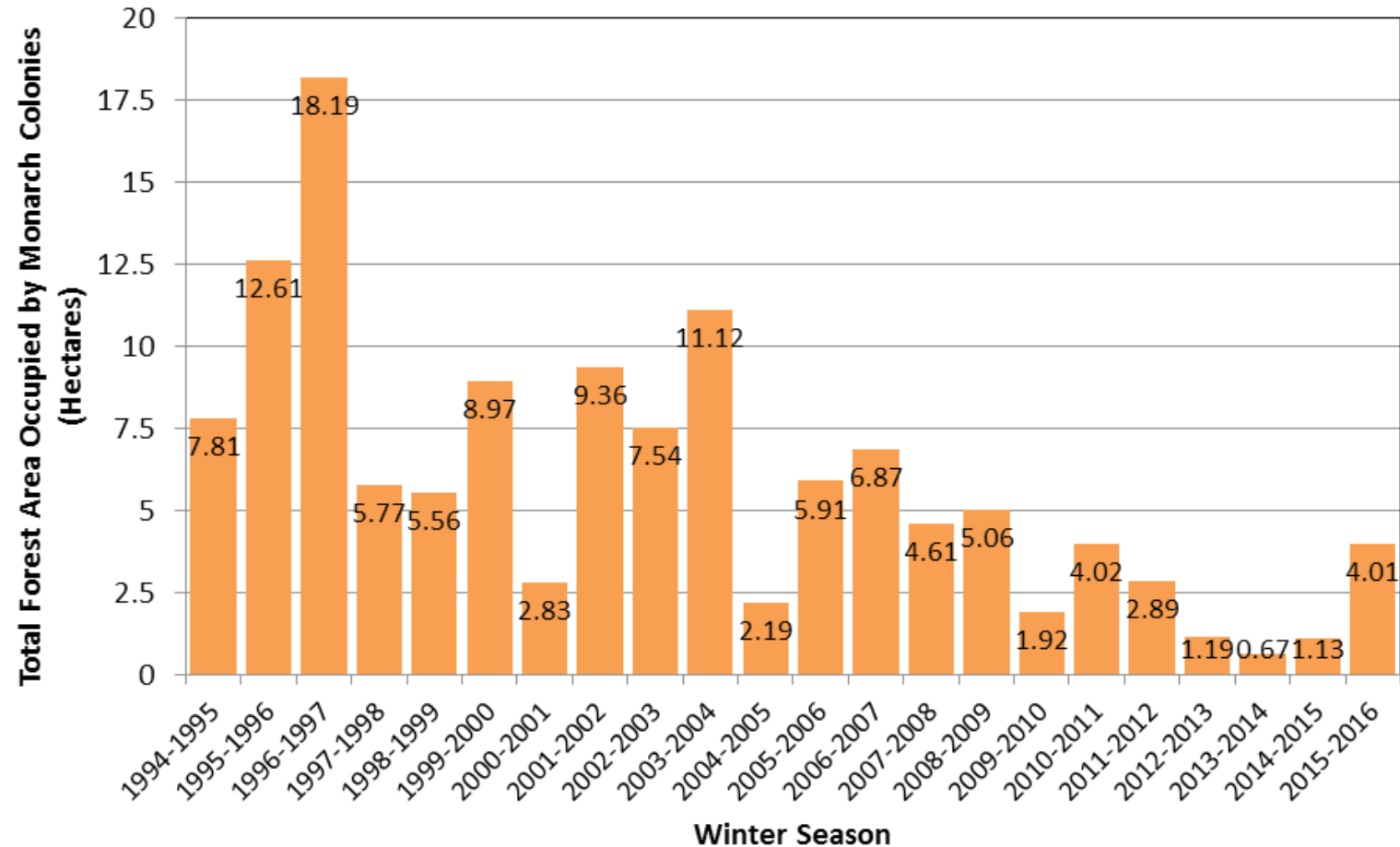
20 07 2021







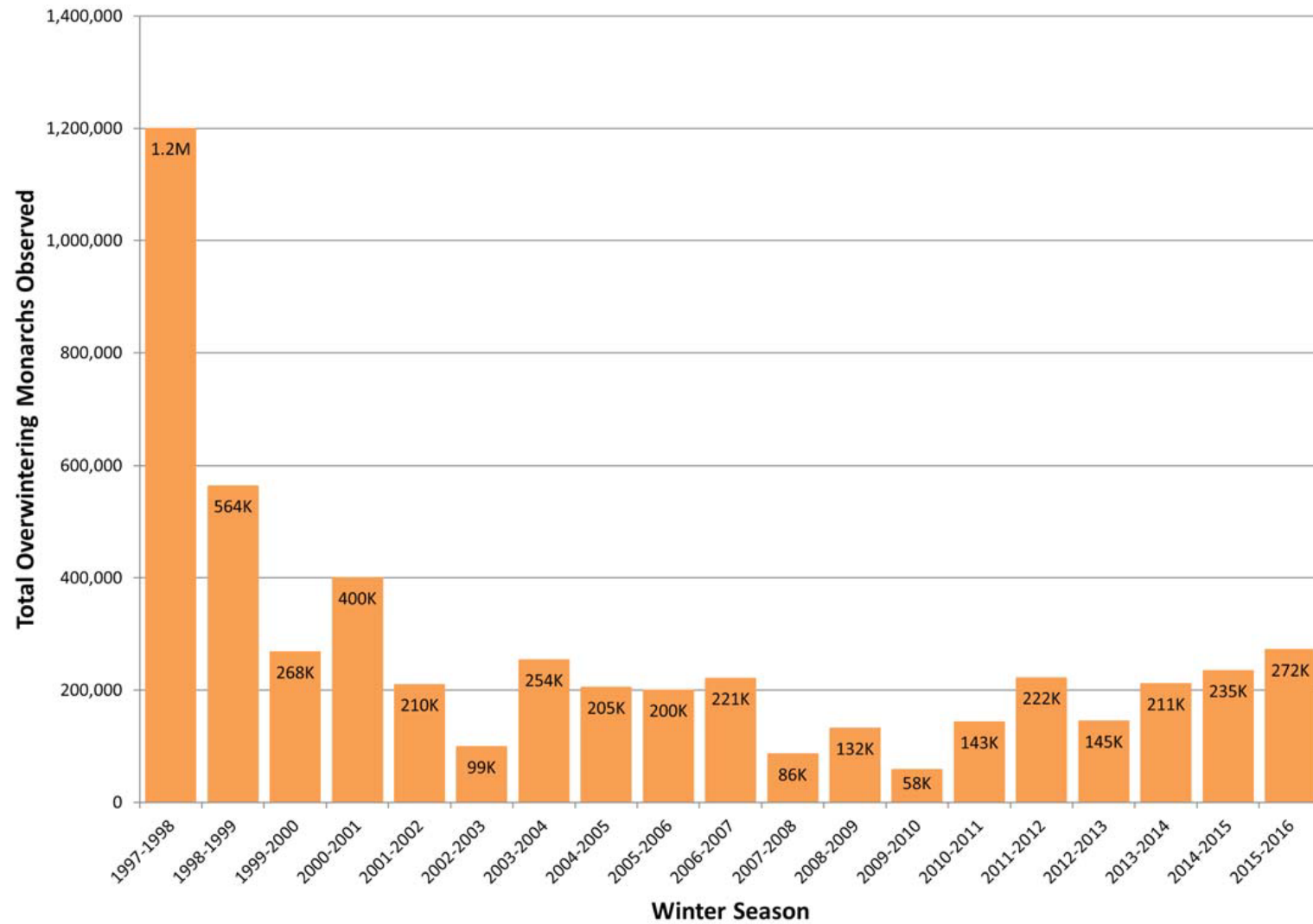
**Total Area Occupied by Monarch Colonies At Overwintering Sites in Mexico  
1994/1995 - 2015/2016**



Data from 1994-2003 were collected by personnel of the Monarch Butterfly Biosphere Reserve (MBBR) of the National Commission of Protected Natural Areas (CONANP) in Mexico. Data from 2004-2016 were collected by the WWF-Telcel Alliance, in coordination with the Directorate of the MBBR.



**Total Western Overwintering Monarchs Observed 1997-2015**



# Why Develop Habitat in Rifle?

Declining Monarchs &  
Pollinators

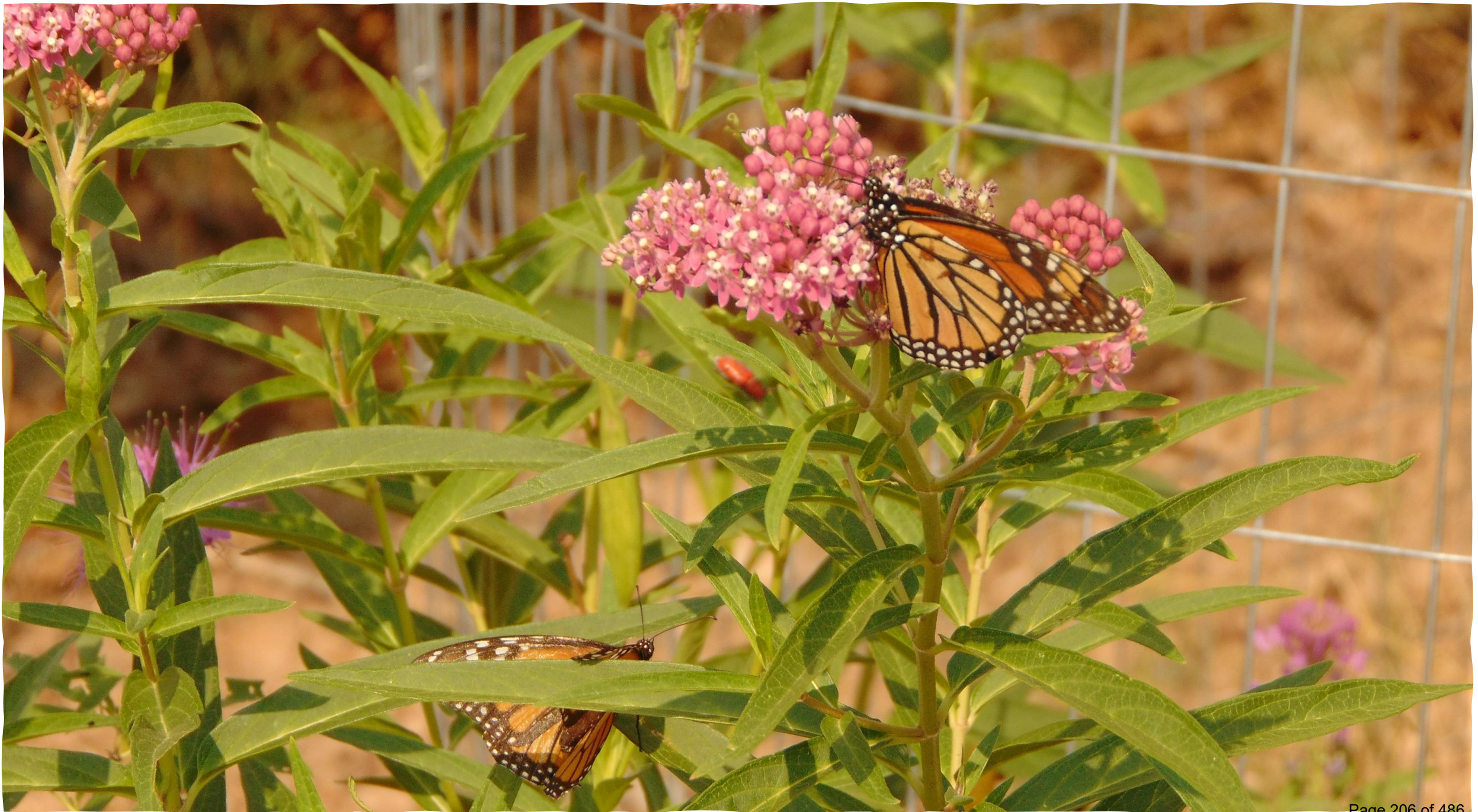
Strategic Goals: Future  
Generations

Success Story













28 08 2021













06 09 2021













20 07 2021



# Request

Land

Water?

Nursery Stock and Seed

Site Prep

Long-term maintenance



# Resources

- Seed Mixes: <https://bbbseed.com/product/bee-rescue-mix/>
- Seed Mixes: <https://www.highcountrygardens.com/>
- Colorado Pollinator Network.  
<https://butterflies.org/copollinatornetwork/>
- CDOT Pollinator Program.  
<https://www.codot.gov/programs/environmental/landscape-architecture/pollinator-program>
- People & Pollinators Action Network.  
<https://www.peopleandpollinators.org/>
- Pollinator Partnership. <https://www.pollinator.org/nappc>
- NRPA. Parks for Monarchs. <https://www.nrpa.org/our-work/Three-Pillars/conservation/monarch-butterflies/>
- CSU Cooperative Extension  
<https://extension.colostate.edu/docs/pubs/insect/05616.pdf>



**Agenda Item #8.a.**

**Agenda Item Name:**

Consider Request to Rezone the Farm Development from LDR-PUD, MDR-PUD, CS-PUD, and PZ-PUD to Developing Resources - Ordinance No. 4 Series of 2022 - 1st Reading

**Presenter:**

Patrick Waller, Planning Director

**Item Description:**

The applicant is requesting to rezone the Farm development to Developing Resources

**Recommended Action:**

Move to Approve Ordinance No. 4 Series of 2022, on first reading as presented, and order it to be published as required by Charter.

**Fiscal Impact:**

None

**Operational Impact:**

None

**Prior Board Motions:**

None

**Background Information:**

The property was originally approved for a Preliminary Plan and Preliminary PUD in 2007 and was extended multiple times; however, approvals expired in 2017. The zoning for the property is currently LDR, MDR, CS, and PZ-PUD.

**Executive Summary:**

The applicant is requesting a rezone to Developing Resources, which will allow for one single family dwelling per lot and Agricultural uses limited to the raising of crops or orchards. Developing Resources Zone District has the same dimensional requirements as the Low Density Residential District as stated in Section 16-3-510 in the Rifle Municipal Code.

The proposed rezone will also clarify that there are no entitlements on the property. Any future development application will be required to go through the full City of Rifle review process.

**Notification Requirements:**

Notice was required by mail, posting, and publishing

**Prepared By:**

Patrick Waller, Planning Director

**Attachments:**

1. Staff Report & Exhibit - Rezone - The Farm
2. Ordinance No. 4-Farm Rezoning



## DEPARTMENT OF PLANNING & DEVELOPMENT

202 Railroad Avenue, Rifle, CO 81650

Phone: 970-665-6490 Fax: 970-625-6268



### MEMORANDUM

**TO:** City of Rifle City Council  
**FROM:** Hannah Popp, Planner  
**DATE:** April 6th, 2022  
**SUBJECT:** Rezoning  
**CASE #:** 2021-056 Rezone – THE FARM  
**APPLICANT:** Graham Mesa Development LLC

### REQUEST

The applicant requests a rezone of The Farm Subdivision from Low Density Residential - PUD, Medium Density Residential-PUD, Community Service-PUD, and Public Zone-PUD to Developing Resources.

The subject parcel is outlined in blue below:



### BACKGROUND

The property was originally approved for a Preliminary Plan and Preliminary PUD in 2007 and was extended multiple times; however, approvals expired in 2017. The zoning for the property is currently LDR-PUD, MDR-PUD, CS-PUD, and PZ-PUD. The applicant is requesting a rezone to Developing Resources, which will allow for one single family dwelling per lot and Agricultural

## DEPARTMENT OF PLANNING & DEVELOPMENT

202 Railroad Avenue, Rifle, CO 81650

Phone: 970-665-6490 Fax: 970-625-6268



uses limits to the raising of crops or orchards. Developing Resources Zone District has the same dimensional requirements as the Low Density Residential District as stated in Section 16-3-510 in the Rifle Municipal Code.

The proposed rezone will clarify that there are no entitlements on the property. Any future development application will be required to go through the full City of Rifle review process.

### **Land Use**

The intent of the Developing Resource Zone District is to provide for the annexation of areas that are presently used for agricultural or other nonurban uses that are adjacent to the City limits. Once a development application is submitted, the applicant will need to rezone the property and go through any required subdivision procedures.

Uses permitted in the Developing Resource District include the following:

- Uses existing at the time of annexation.
- One (1) single-family dwelling per lot or parcel.
- Agricultural uses limited to the raising of crops or orchards.

Lot area and setback requirements, building height requirements, etc., for the Developing Resource Zone District shall be the same as the Low Density Residential District.

### **AMENDED FINAL PLAT**

The applicant recently completed an Amended Final Plat application as part of the recently approved Hughes Net Satellite application. The applicant did not include this newly adjusted parcel in the rezoning request.

### **RECOMMENDATION**

Planning Commission recommended **APPROVAL** of The Farm Rezone 2021-056 from LDR-PUD, MDR-PUD, CS-PUD, and P-Z-PUD to Developing Resource to City Council.

### **FINDINGS**

Pursuant to Section 16-5-280, the Commission shall consider the following criteria before approving a Conditional Use Permit (***staff comments shown in bold italics***):

1. Conformance of the proposal with the City of Rifle Municipal Code;

***The proposal conforms to the Rifle Municipal Code.***

2. The compatibility of the proposal with the character of the surrounding area, including but not limited to the architectural character of the neighborhood, the average lot and building sizes in the neighborhood, and the relative value of the proposed structure to the value of other structures in the neighborhood;

**DEPARTMENT OF PLANNING & DEVELOPMENT**

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***The use of the property will not change with the rezoning action and compatibility will not be impacted.***

3. The desirability for the proposed use in the specific area of the City;

***Clarifies that there are no entitlements on the property and requires future development to go through full city process. The use of the property will not change with the rezoning action.***

4. The potential for adverse environmental effects that might result from the proposed use;

***No adverse environmental effects will occur from the rezoning application.***

5. Compatibility of the proposed use and the site (or subdivision) plan with the City of Rifle Comprehensive Plan;

***The Comprehensive Plan encourages The Farm to be a "Suburban Residential" area. Any future development applications will need to comply with the City of Rifle Comprehensive Plan.***

6. The potential impact of the proposed use upon the value of property and buildings within the surrounding area; and

***The proposed use will not cause a significant impact on the value of the property due to the downzoning proposal. The proposal will only allow for one unit on the property.***

7. Conformance of the proposal with the approval requirements concerning water and sewer tap availability for high volume use requests pursuant to 13-4-120 of the Code, if applicable.

***No high volume sewer or water taps are being requested.***



RE-ZONING  
PETITION

TO: CITY OF RIFLE  
Date: November 30, 2021  
Re: THE FARM Re-Zone APPLICATION

The undersigned being the owners, or contract purchasers, of one hundred (100%) percent of the following described property:

T. 6 S., R. 93 W., 6th P.M.

Sec. 3: SE1/4SW1/4, SW1/4SE1/4

Sec. 10: NW1/4NE1/4, NE1/4NW1/4

EXCEPT: Parcels described in documents recorded at:

1. (Butler) rec. #23370 in Book 55 at Page 6;
2. (Wood) rec. #218978 in Book 344 at Page 410;
3. (Smith) rec. #253393 in Book 430 at Page 96, exc. parcel described in rec. # 760069;
4. (Horizons West) rec. #31032 in Book 561 at Page 634;
5. (RE-2 School Dist.) rec. #749471;
6. (City of Rifle) rec. nos. 777890, 777891, and 777892.

Garfield County, Colorado

Aka 340 CR 233 and 1560 E. 16th St., Rifle, CO 81650

hereby petition the City of Rifle to zone these lands, after annexation, pursuant to the requested zoning and Sketch Plan submitted herewith.

The undersigned owner owns 100% of the lands requested to be zoned.

APPLICANT:  
GRAHAM MESA DEVELOPMENT, LLC

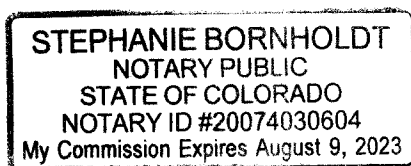
By: John W. Savage Date: 11/30/2021  
John W. Savage, managing member

STATE OF COLORADO )  
COUNTY OF GARFIELD ) ss.

The foregoing instrument was acknowledged before me on 11/30/2021,  
by John W. Savage, managing member of GRAHAM MESA DEVELOPMENT, LLC.

Witness my hand and official seal.

My commission expires: 8.9.23.



Stephanie Bornholdt  
Notary Public

Dec 5  
11/30/2021

**CITY OF RIFLE, COLORADO  
ORDINANCE NO. 4  
SERIES OF 2022**

AN ORDINANCE OF THE CITY OF RIFLE, COLORADO, REZONING THE  
FARM ANNEXATION FROM LOW DENSITY RESIDENTIAL PUD (“LDR-  
PUD”), MEDIUM DENSITY RESIDENTIAL PUD (“MDR-PUD”),  
COMMUNITY SERVICE BUSINESS PUD (“CS-PUD”), AND PUBLIC PUD  
(“PZ-PUD”) ZONE DISTRICTS TO DEVELOPING RESOURCES (“DR”)  
ZONE DISTRICT.

WHEREAS, the owner of certain real property known as The Farm Annexation described as Lot 1 as shown on the Lot Line Adjustment Plat recorded February 24, 2022 with the Garfield County Clerk and Recorder as Reception No. 971372 (hereinafter the "Property") applied to the City to rezone the Property from Low Density Residential PUD (“LDR-PUD”), Medium Density Residential PUD (“MDR-PUD”), Community Service Business PUD (“CS-PUD”), and Public PUD (“PZ-PUD”) Zone Districts to Developing Resources (“DR”) Zone District; and

WHEREAS, on February 22, 2022, the City of Rifle Planning Commission considered the application for rezoning the Property and recommended that the City Council rezone the Property Developing Resources (“DR”) Zone District; and

WHEREAS, the City of Rifle Planning Commission and the Rifle City Council have held duly-noticed public hearings as required by the Rifle Municipal Code, and the City Council now wishes to rezone the Property.

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

1. The aforementioned recitals are hereby fully incorporated herein as if set forth in full.
2. The Property described as Lot 1 as shown on the Lot Line Adjustment Plat recorded February 24, 2022 with the Garfield County Clerk and Recorder as Reception No. 971372 is hereby rezoned to Developing Resources (“DR”) Zone District.
3. Within thirty (30) days after the effective date of this Ordinance, the City Clerk shall incorporate the terms of this Ordinance into the Geographical Information System described in RMC Section 16-3-20, shall cause a printed copy of the amendment to the City Zone District Map to be made, which shall be dated and signed by the Mayor and attested to by the City Clerk, and which shall bear the seal of the City. The amended map shall include the number of this Ordinance. The signed original printed copy of the Zoning Map shall be filed with the City Clerk. The Clerk shall also record a certified copy of this Ordinance with the Garfield County Clerk and Recorder. The City staff is further directed to comply with all provisions of the Rifle Land Use Regulations, RMC Section 16-1-10 *et seq.*, to implement the provisions of this Ordinance.

INTRODUCED on April 6, 2022 read by title, passed on first reading, 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 April 20, 2022, passed without amendment, approved, and ordered published in full as required by the Charter.

DATED this ____ day of _____, 2022.

CITY OF RIFLE, COLORADO

BY _____  
Mayor

ATTEST:

_____  
City Clerk





**Agenda Item #8.b.**

**Agenda Item Name:**

Consider Final Plan and Rezoning Request for North Pastures Filing 7

**Presenter:**

Patrick Waller, Planning Director

**Item Description:**

The applicant requests approval of a Final Plan and Rezoning application to subdivide two parcels into 25 lots, including a rezoning of one of the parcels from Community Service Business District (CS) to Medium Density Residential (MDR). The proposed subdivision is known as North Pastures Filing 7.

**Recommended Action:**

See Rezoning and Final Plan Agenda Items for Recommended Motions

**Fiscal Impact:**

The City of Rifle will maintain the proposed rights-of-way, utilities, and stormwater detention area.

**Operational Impact:**

The City of Rifle will maintain the proposed rights-of-way, utilities, and stormwater detention area.

**Prior Board Motions:**

None

**Background Information:**

The Comprehensive Plan indicates that the corner of Birch and 16th is planned for neighborhood commercial uses; however, the applicant has not been able to attract any commercial uses to the area. The parcel at the corner of Birch and 16th is also designated in the Comprehensive Plan as a Moderate Density Residential use. The applicant is proposing 25 units within the approximately 3.46 acre development for a density of 7.22 units per acre. This matches the suggested density in the Comprehensive Plan.

The subject parcels are located in the City of Rifle's Comprehensive Plan Tier 1 Development Area, which means it is suited for immediate development based on location of the property, access to utilities, and existing road infrastructure.

**Executive Summary:**

The applicant requests approval of a Final Plan and Rezoning application to subdivide two parcels into 25 lots, including a rezoning of one of the parcels from Community Service Business District (CS) to Medium Density Residential (MDR). The proposed subdivision is known as North Pastures Filing 7.

**Notification Requirements:**

The applicant was required to mail, publish, and post the property as required by the Rifle Municipal Code for the rezoning request.

**Prepared By:**

Patrick Waller, Planning Director

**Attachments:**

1. Staff Report & Exhibits - North Pasture Filing 7 - City Council

## MEMORANDUM

**TO:** City of Rifle City Council  
**FROM:** Patrick Waller, Planning Director  
**DATE:** April 6, 2022  
**SUBJECT:** North Pastures Filing 7 – Final Plan/Rezoning  
**ADDRESS:** Northwest Corner of Birch Avenue and East 16th Street  
**CASE #:** 2022-045  
**APPLICANT:** Savage Limited Partnership I

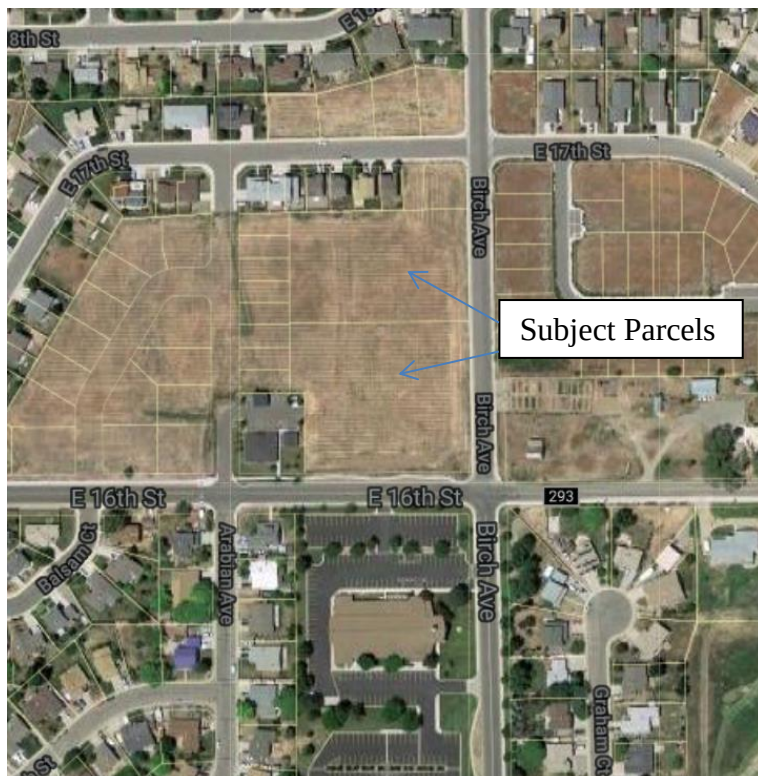
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### I. REQUEST AND SUMMARY

The applicant requests approval of a Final Plan and Rezoning application to subdivide two parcels into 25 lots, including a rezoning of one of the parcels from Community Service Business District (CS) to Medium Density Residential (MDR). The proposed subdivision is known as North Pastures Filing 7.

### II. PROJECT MAP

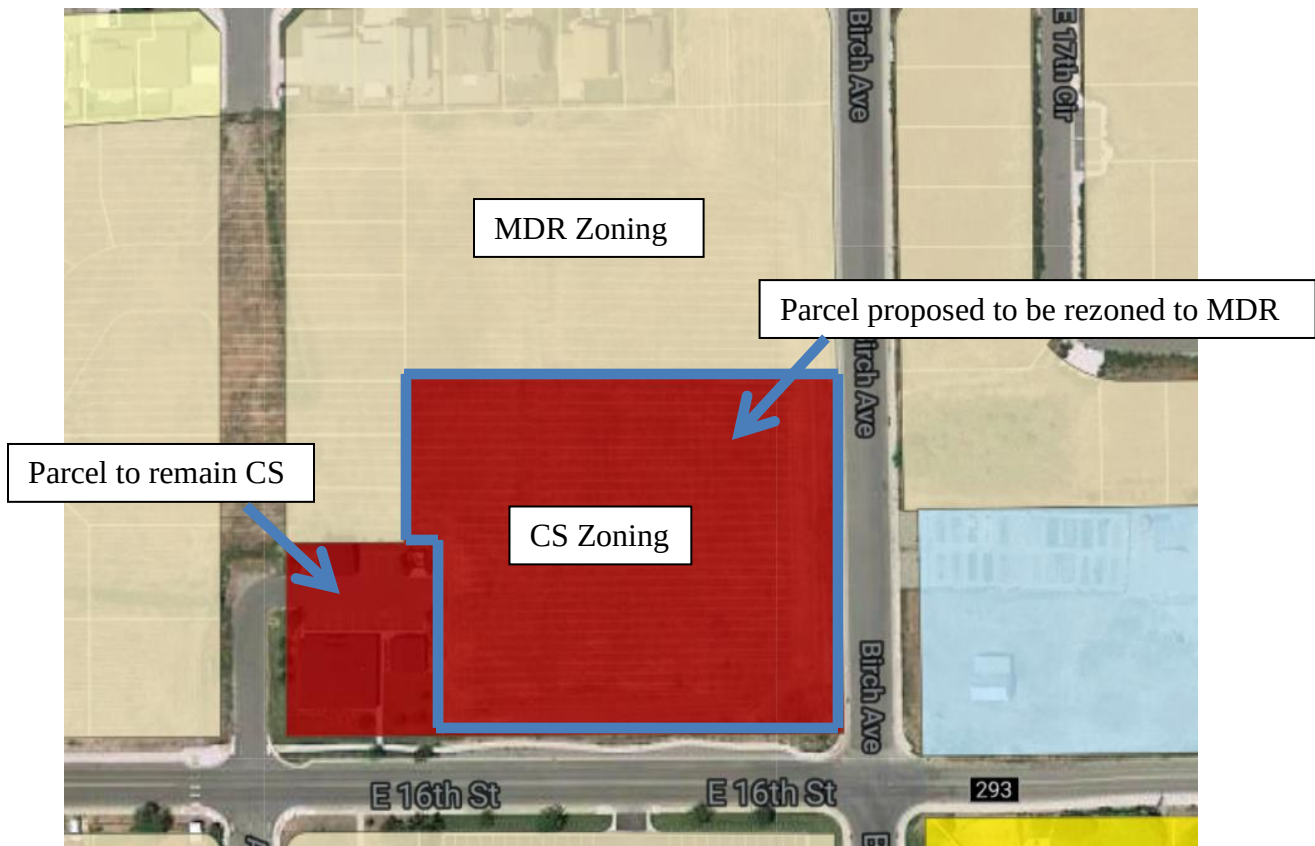
The property is located on the corner of Birch and 16th Avenue. The property is level and surrounded by single-family residential uses to the north and east. To the southwest is a dentist office and directly to the south is a church. The proposed subdivision is one of the few remaining large parcels in the North Pastures/Promontory Park area.





### III. ZONING, LAND USE, AND COMPREHENSIVE PLAN

The property is the final build-out of the North Pastures Subdivision. The area was annexed by the City in 2000 and has been incrementally developed since that time. The southern parcel is zoned CS and the property to the north is zoned MDR. While the CS zone district allows for single-family development, the applicant is requesting a re-zone so that the zoning is consistent across the project.



The Comprehensive Plan indicates that the corner of Birch and 16th is planned for neighborhood commercial uses; however, the applicant has not been able to attract any commercial uses to the area. The parcel at the corner of Birch and 16th is also designated in the Comprehensive Plan as a Moderate Density Residential use. The applicant is proposing 25 units within the approximately 3.46 acre development for a density of 7.22 units per acre. This matches the suggested density in the Comprehensive Plan.

The subject parcels are located in the City of Rifle's Comprehensive Plan Tier 1 Development Area, which means it is suited for immediate development based on location of the property, access to utilities, and existing road infrastructure.

#### IV. REFERRAL AND STAFF COMMENTS



The proposed subdivision consists of 25 lots accessed off of Birch Avenue and internal roads. The applicant proposes access onto Birch via Walnut Loop. The properties located to the inside of Walnut Loop are proposed to be accessed via the alley. Walnut Loop will provide two-lane traffic, with a sidewalk on the outside edge of the road. The alley is proposed to be one-way with no parking.

The proposed subdivision meets minimum lot size requirements in the Medium Density Residential zone district (3,000 square feet).

### ***Referral Comments***

Staff received comments from the following referral agencies:

#### Mountain Cross Engineering

- Addressed technical updates to the construction drawings

#### Xcel Energy

- No issues with the proposal

#### City of Rifle GIS

- Identified minor technical issues with addressing and street frontage
- Requested GIS information as part of Final Plat

#### Colorado River Fire Rescue

- Requested no parking signs in alley

No other referral agencies responded with comments

### ***Staff Comments***

#### Birch Avenue and Street Frontage

Planning Commission recommended that the houses that border on Birch be required to face Birch Avenue. This way, the fronts of the houses face Birch rather than backyards and fences. This design requirement has already been implemented as part of the Promontory Filing 4 development located directly across Birch from this project. Additionally, because the applicant is not proposing an HOA, Planning Commission has included a suggested Plat Note that property owners are required to maintain the sidewalk free of snow and ice. This is an issue further to the south on Birch Avenue.

Planning Commission also recommended that the applicant include Plat Notes consistent with the approvals in Promontory 4, directly across Birch from North Pastures Filing 7, indicating that no campers or vehicle shall be parked in the yard facing Birch, that front yard fences are see-through, and that no driveway access is permitted onto Birch Avenue. Staff recommends that these plat notes be added to the Final Plat prior to recording.

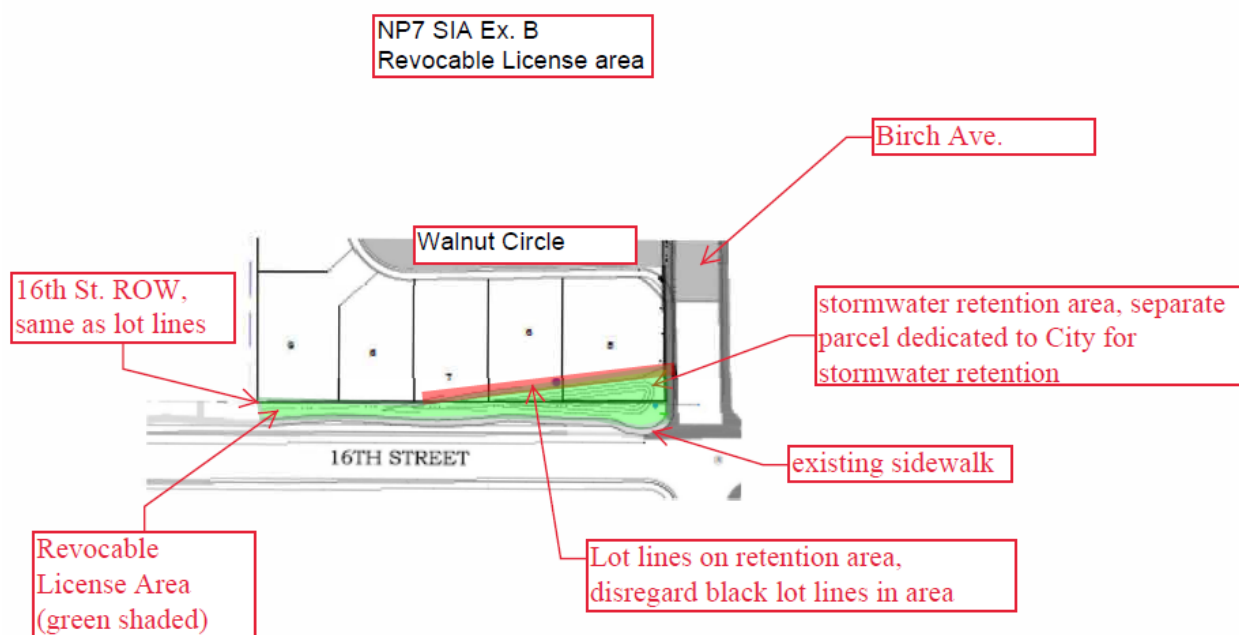
#### Shared Parking Area

The applicant has proposed an additional off-street parking area on the southern portion of Walnut Loop and is not proposing an HOA to maintain or enforce parking restrictions. The City has previously accepted this type of off-street parking in the Promontory development and no issues were identified by referral agencies.



### Stormwater Detention Parcel

The applicant has updated the Final Plat to dedicate the stormwater detention parcel to the City of Rifle. As part of the dedication, the applicant will provide up-front funding for the maintenance of the area. The applicant has also included a Plat Note that requires the adjacent property owners to provide surface maintenance of the facility through a revocable license agreement with the City. The application included a draft version of the revocable license area below (if the application is approved, a formal surveyed version will be provided for inclusion in the SIA as part of the 2nd reading of the ordinance).



This dedication and Plat Notes have been reviewed by City of Rifle Staff and the only request is that the Plat Note is updated to state that there shall be no grading or building permitted within the City of Rifle parcel and that any fence constructed allow for City of Rifle access for maintenance.

### **V. Planning Commission Recommendation**

Planning Commission Approved the Preliminary Plan application on October 26, 2021 and recommended approval of the rezoning application to City Council. The following conditions are recommended for compliance with Preliminary Plan approval:

1. All representations made by the Applicant in the application and during the public hearing shall be conditions of approval, unless specifically altered by Rifle City Council

2. The applicant shall resolve any remaining referral comments, to the satisfaction of the City of Rifle Staff, as part of the submittal of the Final Plan construction documents.
3. The applicant shall update the Final Plat to address the following items, prior to the recording of the Final Plat:
  - a. The applicant shall update the Plat Note section to indicate that there shall be no structures or grading permitted on the stormwater detention parcel and that any fence construction shall allow for City of Rifle access for maintenance.
  - b. The applicant shall update the Plat Note section to indicate that there will be no driveway access onto Birch and that no campers or vehicles are permitted to be parked in yards facing Birch Avenue.
  - c. The applicant shall clarify that fencing in the front yard setback is required to be see-through.
4. The applicant shall provide GIS information before the Final Plat is recorded.

## VI. **FINDINGS**

Pursuant to Section 16-5-280, the City shall consider the following criteria before approving a project (***staff comments shown in bold italics***):

1. Conformance of the proposal with the City of Rifle Municipal Code;

***The proposal is following the process as described in the code. The Subdivision meets all minimum lot size requirements for the MDR zone district.***

2. The compatibility of the proposal with the character of the surrounding area, including but not limited to the architectural character of the neighborhood, the average lot and building sizes in the neighborhood, and the relative value of the proposed structure to the value of other structures in the neighborhood;

***The neighborhood is largely residential and the proposal for additional single-family housing is compatible with the surrounding area.***

3. The desirability for the proposed use in the specific area of the City;

***New single-family home lots are desirable in this area.***

4. The potential for adverse environmental effects that might result from the proposed use;

***Minimal adverse environmental effects are anticipated.***

5. Compatibility of the proposed use and the site (or subdivision) plan with the City of Rifle Comprehensive Plan;

***The proposal follows the Comprehensive Plan, which envisions moderate density residential in this area.***

6. The potential impact of the proposed use upon the value of property and buildings within the surrounding area;

***The development of a vacant parcel with the same use as adjacent properties would improve the value of property and buildings within the surrounding area.***

7. Conformance of the proposal with the approval requirements concerning water and sewer tap availability for high volume use requests pursuant to Section 13-4-120 of this Code, if applicable.

***Not applicable.***



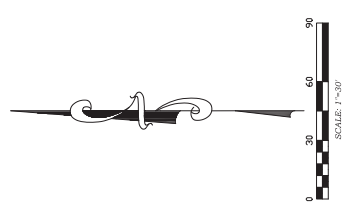


## Final Plat

*A Parcel of Land Situate in the NE1/4 of the NE1/4 Section 9,*

*Township 6 South, Range 93 West of the 6th P.M.,*

City of Rifle, County of Garfield, State of Colorado



DATE	RECEIVED		TOTAL RECEIVED
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REVISED

16th Street  
Reception No. 651179

FILE: PLAT F7
DFT. TL
CK. M.J.L
DATE: 8/17/21
PROJECT NO. 17097-01
SHEET 2 OF 2

REVISION	DESCRIPTION	LOT/ROW/EASEMENT REVISIONS	JWS 1/14/22 REDLINES

**BOOKCLIFF**  
Survey Services, Inc.

106 East 2nd Street  
Apt. 10708 605.1330  
Fax 1979 605-2773

FINAL PLAT  
THE NORTH PASTURE, FILING 7

Savage Limited Partnership  
PO BOX 1926  
Rifle, CO 81650

**From:** [Orrin Moon](#)  
**To:** [Patrick Waller](#)  
**Cc:** [Eric Brynildson](#)  
**Subject:** RE: City of Rifle Referral Request - Final North Pastures Filing 7  
**Date:** Tuesday, February 08, 2022 10:33:13 AM  
**Attachments:** [image001.png](#)  
[image002.png](#)

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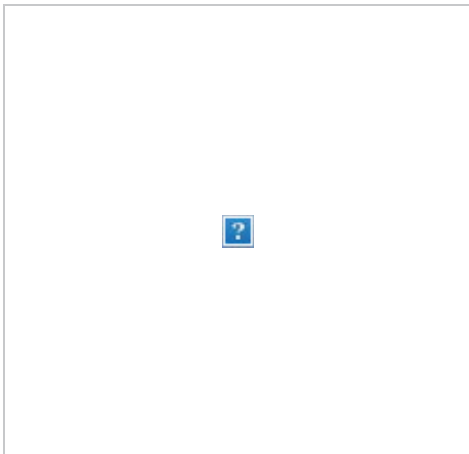
Patrick,

I conducted a final review of Final North Pastures Filing 7 and the only thing that I see is no reference to “ No Parking Signs” posted in the Alley between the two Walnut streets. See below page on # 2 of my comments, (Diemoz Lane).

Please feel free to contact me with any questions.

**THANK YOU,**

**ORRIN D. MOON**  
**PREVENTION DIVISION CHIEF/FIRE MARSHAL**  
**COLORADO RIVER FIRE RESCUE**  
**970-625-1243**  
**[orrin.moon@crfr.us](mailto:orrin.moon@crfr.us)**



---

**From:** Orrin Moon  
**Sent:** Tuesday, October 12, 2021 4:19 PM



**To:** Patrick Waller <pwaller@rifleco.org>

**Cc:** Eric Brynildson <ericb@coloradorivereng.com>

**Subject:** RE: City of Rifle Referral Request - North Pastures Filing 7

Patrick,

I have reviewed the sketch/preliminary plan for North Pastures Filing 7 and I have the following comments:

1. The plans show one fire hydrant installed in the proposed subdivision on lot 22 and two hydrants located on Birch Ave. With proposed one way configuration of the subdivision the Birch hydrants can cause road blockage and access problems for emergency vehicles during an emergency. The lot 22 hydrant is located in the subdivision that one way configuration would additional problems in the event of a fire. With this being said, I will require a new fire hydrant installed at the entrance to the one way configuration on the corner of lot 1 or on the corner of lot 21 with lot one being the best for CRFR. I will also require the lot 22 fire hydrant moved to the south on Walnut Loop in the area of lot 23 and lot 24. This will allow shorter hose lays and less blockage of the road in the event of a fire. This configuration of hydrants will allow better fire hydrant/response coverage for the subdivision. I will need to know which side of Walnut that parking is allowed so hydrant can be installed on the no parking side. Hydrants will be located or protected from vehicle damage in driveways.
2. Diemoz lane is scaled and confirmed from Eric to be 18' wide and also one way. With the assumption that Diemoz homes front door will be facing Diemoz lane, I will require no parking on this road, and signs posted, "no parking anytime". With 18' it will be hard for fire apparatus to pass another staged apparatus. I would like to see 20' of width on Diemoz lane.
3. Birch Ave, again I will assume that there is no parking allowed on Birch Ave. Will home owners lots 1-4, have vehicle access from Birch Ave, if so that draws parking on Birch. This question needs to be answered for me to make a call on parking.
4. Again, I am assuming that the streets will be asphalt or concrete. All weather driving surface with design for road to handle the weight of the fire apparatus will be required.
5. All fire hydrants will be required to be proper height to bury line finish grade and steamer connections facing the road way.

Please feel free to contact me with any questions or concerns you might have.

**THANK YOU,**

**ORRIN D. MOON**

**PREVENTION DIVISION CHIEF/FIRE MARSHAL**

**COLORADO RIVER FIRE RESCUE**

**970-625-1243**



# MOUNTAIN CROSS ENGINEERING, INC.

Civil and Environmental Consulting and Design

February 4, 2022

Ms. Hannah Poop  
Department of Planning & Development  
202 Railroad Avenue  
Rifle, CO 81650

**RE: Final Plan for North Pastures Filing 7: 2022-004**

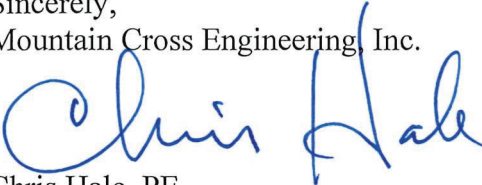
Dear Hannah:

This office has performed a review of the documents provided for the Final Plan application for North Pastures Filing 7. The review generated the following comments:

1. The Applicant should add road stationing to the call outs for the sanitary sewer laterals and the water services.
2. The Applicant should add road stationing and offsets to the sewer and water mains and equipment.
3. Into Lot 1 there appears to be a sewer stub from the sewer main in Birch Avenue. There is also a proposed sewer service from the main in Walnut. The Applicant should address the redundant lateral.
4. The following water services appear to trespass on to the adjacent lot: At station 4+88, Lot 18 onto Lot 17 and at station 2+30, Lot 10 onto Lot 9. The services should be moved to avoid the conflict. The service at Lots 15 and 16 should be verified also.
5. The water services near sewer manhole #2 should be moved to provide 10' of separation. A note should be added to the plans.
6. Verify that there is 10' of separation between MH#3 and the water services. A note should be added to the plans.
7. Dimensions, side slopes, and volumes should be added to the regrading of the detention pond.
8. The Applicant should consider the detention pond and how the ponding area will impact Lot 5, 6, and 7. Maintenance, mowing, insect control, etc. are all to be expected and access into these lots will be necessary. Applicant should remove these areas from Lots 5, 6, and 7 and create a common area to contain the detention pond.

Feel free to call if you have any questions or comments.

Sincerely,  
Mountain Cross Engineering, Inc.

  
Chris Hale, PE

Xcel has no objections, however the Developer needs to be aware that at the time of submitting an application with Xcel the following will be required and could happen:

1. Accurate BTU loads for the new homes will be required.
2. If determined by area engineer that reinforcement is needed to Xcel's gas main to support added loads from subdivision, said reinforcement will be at Developers expense.
3. Reinforcement costs are required to be paid prior to installation.
4. Tariff changes have taken effect as of 10/1/2019 affecting the cost of subdivision lots averaging less than 60'. They will have a standard cost per lot.

**Completion of this City/County review approval process does not constitute an application with Xcel Energy for utility installation.** Applicant will need to contact Xcel Energy's Builder's Call Line/Engineering Department to request a formal design for the project. **A full set of plans, contractor, and legal owner information is required prior to starting any part of the construction.** Failure to provide required information prior to construction start will result in delays providing utility services to your project. Acceptable meter and/or equipment locations will be determined by Xcel Energy as a part of the design process. Additional easements may be required depending on final utility design and layout. Engineering and Construction lead times will vary depending on workloads and material availability. Relocation and/or removal of existing facilities will be made at the applicant's expense and are also subject to lead times referred to above. All Current and future Xcel Energy facilities' must be granted easement.

CUSTOMER HAS APPLIED WITH XCEL AND WE ARE CURRENTLY WORKING ON GAS/ELECTRIC LAYOUT AND INSTALLATION.



**From:** [Erica Gentry](#)  
**To:** [Hannah Popp](#)  
**Subject:** RE: City of Rifle Referral Request - North Pasture F-7  
**Date:** Thursday, January 27, 2022 8:54:35 AM

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Zoning – upon approval of zoning change, Planning Dept. should notify GIS to update zoning map.

Addressing - Addresses will be assigned upon completion of the Final Plat, corner and interior lots with multiple access will be assigned an address with building permit. Internal home lot alignment is awkward especially if selling lots to different builders. Suggest plat notes declaring which way interior homes are expected/intended to face and prohibiting access off of Birch. Are homes on “Diemoz” going to face the backyards of Walnut’s interior lots? Can they face different directions? Etc. Is Diemoz private or a dedicated City street? **Private drive will require a red street sign.**

Street naming – Don’t know the origin of “Diemoz” but code prohibits naming a street after a person. Probably suitable to add a Walnut Lane in addition to Walnut Loop since it looks to only service 2-4 homes.

GIS Data – GIS will require a digital copy of the line work associated with the lot lines and any associated asbuilts from new infrastructure. Digital copy should be in a GIS compatible format (.SHP or .DWG) tied to the City’s coordinate system established in UTMZone 13 NAD83. This should be required prior to the approval of the Final Plat. Digital as-builts would be required prior to PW acceptance of public roadway and water system improvements.

Thank you  
Erica Gentry

---

**From:** Hannah Popp <hpopp@rifleco.org>  
**Sent:** Thursday, January 20, 2022 9:24 AM  
**To:** Tommy Klein <tklein@rifleco.org>; John Nihiser <JNihiser@rifleco.org>; Craig Spaulding <cspaulding@rifleco.org>; Brian Prunty <bprunty@rifleco.org>; 'Orrin.moon@crfr.us' <Orrin.moon@crfr.us>; 'chris@mountaincross-eng.com' <chris@mountaincross-eng.com>; Erica Gentry <egentry@rifleco.org>; Robert Burns <rburns@rifleco.org>; 'samantha.l.wakefield@xcelenergy.com' <samantha.l.wakefield@xcelenergy.com>; 'jsn@mountainlawfirm.com' <jsn@mountainlawfirm.com>; 'jrd@mountainlawfirm.com' <jrd@mountainlawfirm.com>; 'chris@mountaincross-eng.com' <chris@mountaincross-eng.com>  
**Cc:** Patrick Waller <pwaller@rifleco.org>  
**Subject:** City of Rifle Referral Request - North Pasture F-7

Hi All,

The City of Rifle has received an application for a Final Plat. The project is in North Pasture Filing 7. Please review and let me know if you have any comments by February 4rd, 2022 . I have attached the application with all plan materials.

Thanks for the review,

# NORTH PASTURE FILING 7

## Construction Drawings

OWNER/ DEVELOPER: SAVAGE LIMITED PARTNERSHIP I  
c/o JOHN W. SAVAGE  
P.O. BOX 1926  
RIFLE, COLORADO 81650-1926  
PHONE: 970-379-6745

ENGINEER:



P.O. BOX 1301  
RIFLE, COLORADO 81650  
PHONE: 970-625-4933  
PROJECT ENGINEER:  
ERIC BRYNILDSON, P.E. #45306

BOOKCLIFF SURVEY SERVICES, INC.  
136 EAST THIRD STREET  
RIFLE, COLORADO 81650  
PHONE: 970-625-1330  
FAX: 970-625-2773

SURVEYOR:

DESIGN / RECORD ENGINEER  
BY:   
DATE: 3/16/23



REVIEWED BY:  
CITY OF RIFLE - PUBLIC WORKS (STREETS, STORM DRAIN, GRADING, EROSION CONTROL)  
BY: _____ DATE: _____  
CITY OF RIFLE - PLANNING (ZONING, LANDSCAPE)  
BY: _____ DATE: _____  
CITY OF RIFLE - UTILITIES (WATER, WASTEWATER)  
BY: _____ DATE: _____  
CITY OF RIFLE - FIRE DISTRICT  
BY: _____ DATE: _____  
CITY OF RIFLE - PARKS DEPARTMENT  
BY: _____ DATE: _____

These plans are for review of public improvements, and certain private improvements associated with development of the property shown herein.

The City of Rifle plan review constitutes general compliance with the City's Ordinance 1281, which requires that all plans for public improvements be stamped, signed, and dated by the Design/Record Engineer. Review by the City does not constitute approval of the plan design. Errors or omissions in the design or calculations remain the responsibility of the Design/Record Engineer and Developer.

These plans shall expire one year after the date signed by Public Works.

SHEET TITLE: COVER	
SHEET NO. 1 OF 9	

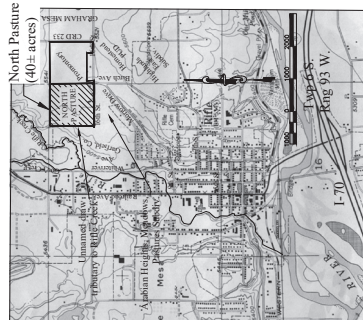
SAVAGE LIMITED PARTNERSHIP I  
c/o JOHN W. SAVAGE  
P.O. BOX 1926  
RIFLE, CO 81650  
PHONE: 970-379-6745



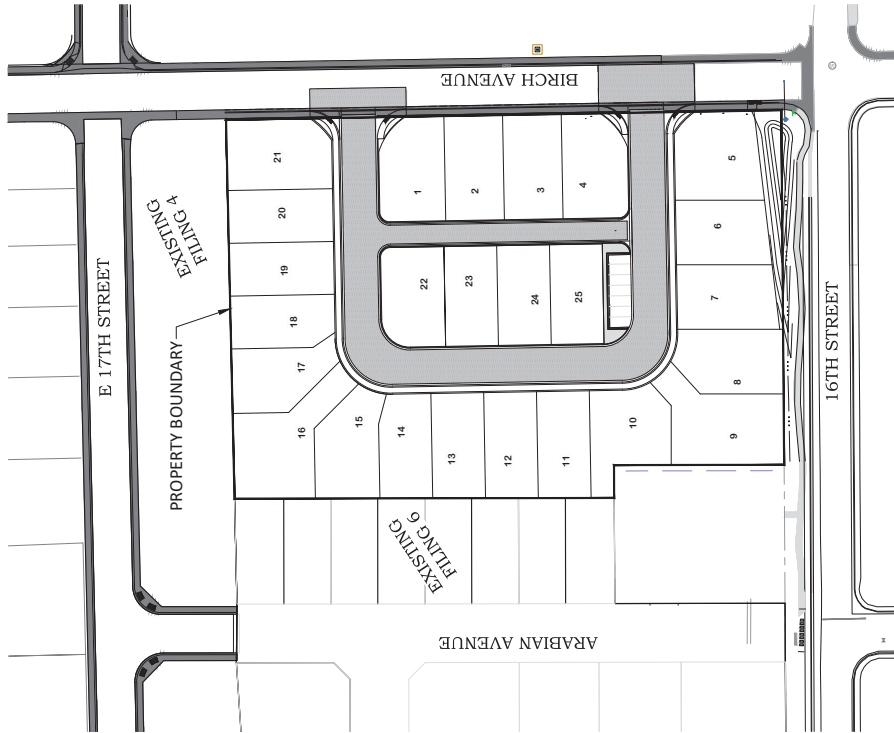
Original Drawing Preparation			
No.	Description	By	Date
1	Change per City review and comments	HB	3/21
2	Change per City & Fire Dist. signage, spot elev. checks	HB	3/22
3	Change per City & Fire Dist. signage, spot elev. checks	HB	3/22
4	Change per City & Fire Dist. signage, spot elev. checks	HB	3/22
5	Change per City & Fire Dist. signage, spot elev. checks	HB	3/22
6	Change per City & Fire Dist. signage, spot elev. checks	HB	3/22
7	Change per City & Fire Dist. signage, spot elev. checks	HB	3/22
8	Change per City & Fire Dist. signage, spot elev. checks	HB	3/22
9	Change per City & Fire Dist. signage, spot elev. checks	HB	3/22

UNCC  
CALL BEFORE  
YOU DIG  
1-800-922-1987  
Utility Notification  
Center of Colorado  
800-922-1987  
www.uncc.org

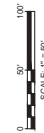
These drawings have been prepared for the client identified on the design sheet titleblock. Unless these drawings bear a signed engineering seal, they may be used only at owner's sole risk.



VICINITY MAP



PROJECT LAYOUT



SCALE: 1" = 50'

1) THIS SITE IS INTENDED TO MEET ADA ACCESSIBILITY REQUIREMENTS. ALL PEDESTRIAN AREA CROSS SLOPES SHALL BE CONSTRUCTED AT A MAXIMUM GRADE OF 2% WITH EXCEPTION TO DESIGNATED AREAS MARKED. IF THE CONTRACTOR DISCOVERS DISCREPANCIES IN PEDESTRIAN ACCESS AREAS, NOTIFICATION SHALL BE GIVEN TO THE ENGINEER PRIOR TO CONSTRUCTION.

- These drawings have been prepared for the client identified on the design sheet title block. Unless these drawings bear a signed engineers seal, they may be used only at owners sole risk.

1) ALL CONCRETE SHALL MEET THE MINIMUM SPECIFICATIONS OF CITY OF RILEY. DEPTH AND REINFORCEMENT VARY, DEPENDING ON THE LOCATION AND USE. SEE THE ROAD SECTION DETAILS FOR DRIVEWAYS, SIDEWALKS, CURB & GUTTER, AND ROAD SECTIONS. ALL CONCRETE & SAW DESIGNING SHALL BE SUBMITTED FOR REVIEW AND APPROVAL PRIOR TO CONSTRUCTION.

- 7) UNLESS OTHERWISE NOTED, #4 DOWELS, 12" LENGTH, SHALL BE USED AT 12" O.C. AT EVERY

- (1) SPOT ELEVATIONS SHOULD BE INDICATED WARPING OF STREET CROSS SECTION AT INTERSECTIONS. PAVING CONTRACTOR TO GRADE FINAL SUBGRADE SLOPE TO PROVIDE POSITIVE DRAINAGE ON ALL SURFACES. GRADING TO BE COMPLETED BY CONTRACTOR PRIOR TO PAVEMENT PLACEMENT.
- (2) OWNER TO OBTAIN GEOTECHNICAL ENGINEERING PLAN TO COMPLETE CONSTRUCTION. OBSERVATION OF FREQUENCY OF MINIMUM ALLOWABLE OVERLOADING SHOWN ON THESE DRAWINGS APPROXIMATE. LOT GRADING MAY BE FIELD ADJUSTED BY THE ENGINEER OR CONTRACTOR TO BALANCE CLOSING AND FILL THROUGHOUT THE PROJECT. ALL LOT FILLS ARE TO BE IN DEPTH OF 12" MINIMUM. CONTRACTOR SHALL IDENTIFY ON SITE BORROW AREAS IF ALL MATERIAL REQUIRED FOR COMPLETE GRADING AS SHOWN.
- (3) INTERSECTING SWALES AND DITCHES TO BE CONSTRUCTED ALONG SIDE LOTS AND IN AREAS WHERE UP HILL LOTS DO NOT SHARE SLOPE LOT LINES WITH DOWNHILL LOTS. FUTURE HOMEOWNERS TO BE RESPONSIBLE FOR MAINTAINING DRAINAGE PATTERNS AND SWALES AND FOR DIRECTING CONCENTRATED FLOWS TOWARDS SIDE LOT LINES.
- (4) THE EXISTING CONDITIONS SHOWN HEREIN ARE BASED ON THE LATEST SURVEY OF THE AREA. EXISTING ELEVATIONS AND LOCATIONS SHOWN HEREIN SHALL BE VERIFIED BY THE CONTRACTOR PRIOR TO BEGINNING CONSTRUCTION.
- (5) ANY CHANGES TO THE APPROVED CONSTRUCTION DOCUMENTS OR FIELD MODIFICATIONS MUST BE ACKNOWLEDGED BY THE ENGINEER OF RECORD IN WRITING.
- (6) ASPHALT & CONCRETE MIX DESIGNS SHALL BE SUBMITTED FOR REVIEW AND APPROVAL PRIOR TO CONSTRUCTION.
- (7) DRY UTILITY PLANS BY UTILITY PROVIDERS TO BE SUBMITTED TO THE CITY PRIOR TO CONSTRUCTION.
- (8) THE CONTRACTOR SHALL PROVIDE ALL NECESSARY SAFETY EQUIPMENT AND PROVIDE ACCESS FOR THE ENGINEER AND OWNER TO INSPECT THE WORK. INSPECTION ACCESS IS REQUIRED THROUGHOUT THE DURATION OF THE PROJECT.
- (9) CONTRACTOR SHALL PROTECT ASPHALT PAVING DURING CONSTRUCTION. IF ASPHALT EDGES ARE DAMAGED DURING CONSTRUCTION, NEW SAW CUTTING SHALL BE REQUIRED PRIOR TO ASPHALT PLACEMENT.

- (1) SPOT LEVELS PROVIDED TO INDICATE WARPING OF PRESET CURBS SECTION AT INTERSECTIONS. PAVING CONTRACTOR TO GRADE FINAL SUBGRADE SLOPE TO PROVIDE POSITIVE DRAINAGE ON ALL SURFACES. GRADING TO BE APPROVED BY PROJECT ENGINEER PRIOR TO PAYMENT FOR CONSTRUCTION.
- (2) OWNER TO OBTAIN GEO TECHNICAL ENGINEERING FIRM TO COMPLETE CONSTRUCTION OBSERVATION. FREQUENCY OF INSPECTION TO BE DETERMINED BY PROJECT ENGINEER IN ACCORDANCE WITH THE BUREAU OF PUBLIC WORKS MANUAL, A TYPICAL STANDARD SPECIFICATION FOR ROAD AND BRIDGE CONSTRUCTION, EDITION 2003, CHAPTER 607, SECTION 607-1.1. ALL FILL TOPS ABOVE 2 FEET IN DEPTH ARE TO BE STRUCTURAL PLACED AND TESTED TO MEET GEOTECHNICAL ENGINEER'S OR PROJECT ENGINEER'S SPECIFICATIONS. OWNER SHALL IDENTIFY ON SITE BORROW AREAS IF FILL MATERIAL REQUIRED TO COMPLETE GRADING AS SHOWN.
- (3) INTERCEPTING SWALES AND DITCHES TO BE CONSTRUCTED ALONG SIDE LOTS AND IN AREAS WHERE UP HILL LOTTS DO NOT ALLOW FOR NATURAL DRAINAGE PATTERNS. SWALES AND DITCHES TO BE MAINTAINED THROUGHOUT LIFE OF PROJECT TO MAINTAIN DRAINAGE PATTERNS AND SWALES AND FOR DIRECTLY CONCENTRATED FLOWS TOWARDS SIDE YULE LINES.
- (4) THE EXISTING CONDITIONS SHOWN HEREIN ARE BASED ON THE LATEST SURVEY OF THE AREA. EXISTING ELEVATIONS AND LOCATIONS SHOWN HEREIN SHALL BE VERIFIED BY THE CONSTRUCTION PRIOR TO BEGINNING CONSTRUCTION.
- (5) ANY CHANGES TO THE APPROVED CONSTRUCTION DOCUMENTS OR FIELD MODIFICATIONS MUST BE ACKNOWLEDGED BY THE ENGINEER OF RECORD IN WRITING.
- (6) ASPHALT & CONCRETE MIX DESIGNS MAY BE SUBMITTED FOR REVIEW AND APPROVAL PRIOR TO CONSTRUCTION.
- (7) DOWN UTILITY PLANS BY UTILITY PROVIDERS TO BE SUBMITTED TO THE CITY PRIOR TO CONSTRUCTION.
- (8) THE CONTRACTOR SHALL PROVIDE ALL NECESSARY SAFETY EQUIPMENT AND PROVIDE ACCESS FOR THE ENGINEER AND OTHER PERSONNEL TO INSPECT THE WORK. INSPECTION ACCESS IS REQUIRED THROUGHOUT THE DURATION OF THE PROJECT.
- (9) CONTRACTOR SHALL PROTECT ASPHALT EDGES DURING CONSTRUCTION. IF ASPHALT EDGES ARE DAMAGED DURING CONSTRUCTION, NEW SAW CUTTING WILL BE REQUIRED PRIOR TO ASPHALT PLACEMENT.
- (10) THE CONTRACTOR SHALL CONTACT ALL APPROPRIATE UTILITY COMPANIES AND UNCLUT TWO DAYS PRIOR TO ANY WORK STARTS FOR UTILITY LOCATES. CONTRACTOR SHALL COMPLY WITH SECTION 605 OF THE CALIFORNIA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS BOOK, WHICH SHALL INCLUDE RESPONSIBILITY FOR LOCATING ANY EXISTING UTILITIES. CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION OF ALL UTILITIES PRIOR TO ANY CONSTRUCTION TO PROTECT ALL EXISTING UTILITIES DURING CONSTRUCTION AND IS RESPONSIBLE FOR ANY DAMAGE AND SHALL BE REQUIRED TO REPAIR THE CONTRACTOR AT HIS OWN EXPENSE.
- (11) A COLORADO REGISTERED PROFESSIONAL ENGINEER EMPLOYED BY THE OWNER SHALL CERTIFY MATERIALS TESTING.
- (12) PROFIT ROLLING BY OBSERVATION OF THE ENGINEER IS REQUIRED AS AN INDICATOR OF PROPER PREPARATION OF SUBGRADE. THE ENGINEER SHALL HAVE ACCESS TO THE SUBGRADE AND SHALL BE REQUIRED TO PERFORM INSPECTION FOR STANDARD MATERIAL TESTING. A FINAL PROFIT ROLL ON ROAD BASE SHALL PASS INSPECTION PRIOR TO PAVING.
- (13) ALL DISCHARGES ARE SUBJECT TO THE PROVISIONS OF THE COLORADO WATER QUALITY ACT AND THE COLORADO AUTOMOTIVE FLUIDS, SOLVENTS, OILS OR SOAPS.
- (14) DISCHARGES INCLUDE SUBSTANCES SUCH AS: WASH WATER, PAINT, UNLESS OTHERWISE IDENTIFIED BY CODE OF THE COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENTAL CONTROLLED WATER QUALITY CONTROL DIVISION (WCQCD) AS SIGNIFICANT SOURCE OF POLLUTANTS TO THE WATER OF THE STATE, THE FOLLOWING DISCHARGES TO STORM WATER SYSTEMS ARE ALLOWED WITHOUT A COLORADO DISCHARGE PERMIT SYSTEM PERMIT: LANDSCAPE IRRIGATION, SEWERS, DISCHARGES FROM POTABLE WATER SOURCES, FOUNDATION DRINKING, AIR CONDITION CONDENSATION, IRRIGATION WATER, SPRINGS, FOOTING DRAINS, WATER LINE FLUSHING, FLOWS FROM RIPARIAN HABITATS AND DISCHARGES FROM RESIDENTIAL DEVELOPMENTS. DISCHARGES FROM INDUSTRIAL FACILITIES, INCLUDING STORM WATER DISCHARGES FROM INDUSTRIAL FACILITY OR CONSTRUCTION SITES, MAY REQUIRE COLORADO DISCHARGE PERMIT SYSTEM PERMITS FORM CDPHE BEFORE WORK BEGINS. FOR ADDITIONAL INFORMATION AND FORMS, GO TO THE CDPH WEBSITE: <http://www.colorado.gov/pacific/cdphe/water-quality-permits>
- (15) THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING A STORM WATER MANAGEMENT/EROSION CONTROL PLAN. EROSION CONTROL MEASURES SHALL BE INSTALLED IMMEDIATELY AFTER THE START OF CONSTRUCTION. EROSION CONTROL HAS BEEN INCLUDED HEREIN BUT THEY DO NOT CONSTITUTE A STORM WATER MANAGEMENT PLAN. THE CONTRACTOR SHALL TAKE THE MEANS NECESSARY DURING CONSTRUCTION TO STOP ANY SEDIMENT TRANSPORT OFFSITE DURING CONSTRUCTION. ALLOEUMSTRAND PROPERTY, STORM DRAINS, AND IMPROVEMENTS SHALL BE PROTECTED BY PLACING STORM WATER RUNOFF DURING CONSTRUCTION.
- (16) ALL ORGANIC MATTER SHALL BE REMOVED FROM FILL AREAS.
- (17) EROSION CONTROL BALES, STRAW WATTLE OR SUE FACE SHALL BE PLACED AROUND EACH INLET.
- (18) NATURAL VEGETATION SHALL BE RETAINED AND PROTECTED WHEREVER POSSIBLE. EXPOSURE OF SOIL TO EROSION BY OPERATIONS AND FOR THE SHORTEST PRACTICAL PERIOD OF TIME.
- (19) THE AREA REQUIRED FOR IMMEDIATE CONSTRUCTION OPERATIONS SHALL BE LIMITED TO THE MINIMUM REQUIRED FOR THE PROJECT.
- (20) AT ALL TIMES, THE PROPERTY SHALL BE MAINTAINED OPEN AND AVAILABLE TO PREVENT UNCAUSED EROSION. IF CONSTRUCTION OPERATIONS SHALL BE DISCONTINUED WHEN ADVERSELY EFFECTS SIGNIFICANTLY IMPACTS ADJACENT PROPERTY, THE CONTRACTOR SHALL IMMEDIATELY INSTITUTE MITIGATIVE MEASURES AND SHALL CONTINUE TO CREATE PROBLEMS, THE CONTRACTOR SHALL COMPLETELY INSTITUTE MITIGATIVE MEASURES AND SHALL CONTINUE TO ADJACENT PROPERTIES.
- (21) THE CONTRACTOR SHALL PROVIDE AN ADDITIONAL DUST ABATEMENT AND EROSION CONTROL MEASURES DEEMED NECESSARY BY THE ENGINEER, SHOULD CONDITIONS MERIT THEM.
- (22) ALL TEMPORARY AND PERMANENT EROSION CONTROL AND SEDIMENT CONTROL PRACTICES SHALL BE MAINTAINED AND REPAIRED BY THE CONTRACTOR DURING THE CONSTRUCTION PHASE AS NEEDED TO ACHIEVE CONTINUED PERFORMANCE OF THE PROJECT. THE CONTRACTOR SHALL MAINTAIN A MINIMUM OF EVERY TWO WEEKS AND FOLLOWING EACH PRECIPITATION OR SNOWMELT EVENT THAT RESULTS IN RUNOFF.

Per Senate Bill 18-167/ASCE 38-02, the existing sewer and storm sewer have been verified to Quality Level A (QL-A) horizontally and vertically by surveying the existing pipe inverts at existing manholes. The existing water main and shallow/dry utilities have been surveyed at the surface with locates & based on historic construction records and meets QL-C.

Drawing Revisions		Original Drawing Preparation			
No	Description	By	Date	By	Date
1	Changes per City notes and comments	EB	1/27/11	Drawn	07/21
2	Changes per City & Fire Dept. signage, spot elev., block	EB	3/22	Checked	CM 3/22
3	Changes per City & Fire Dept. signage, spot elev., block	EB	3/22	Approved	---
4	Changes per City & Fire Dept. signage, spot elev., block	EB	3/22	Checked & approved	---

Engineer's Seal



**COLORADO  
RIVER**

CLIENT:	SAVAGE LIMITED PARTNERSHIP I C/O DOWNS AVAGE P.O. BOX 1926 RELL, CO. KS 66501-1926	Notes	SHEET TITLE:
PROJECT:	NORTH PASTURE - FILING 7		CAD FILE: M:\Land Projects\RE-029-k-North Pasture Filing 7.dwg CRE Design

3/16/22

2

Revisions



CURVE TABLE			CURVE TABLE		
CURVE #	ARC LENGTH	RADIUS	TURNING ANGLE	CURVE BEARING	CURVE LENGTH
C4	39.27	25.00	89°59'31"	S45°39'40"W	39.26
C5	64.40	41.00	90°00'00"	S45°39'20"W	57.98
C6	64.40	41.00	90°00'00"	S45°39'40"E	57.98
C7	39.27	25.00	90°00'30"	S45°39'20"E	39.36
C8	39.27	25.00	90°00'30"	S45°39'40"W	39.36
C9	39.27	25.00	89°59'31"	S45°39'20"E	39.36
C10	39.27	25.00	89°59'31"	S45°39'40"E	39.36
C11	16.70	10.00	89°57'31"	N45°00'00"E	14.44
C12	39.27	25.00	90°00'30"	N45°00'20"W	39.36
C14	15.71	10.00	90°00'00"	S45°39'20"W	14.44
C15	39.27	25.00	90°00'30"	S45°39'40"E	39.36
C16	39.27	25.00	89°59'31"	N45°39'40"E	39.35

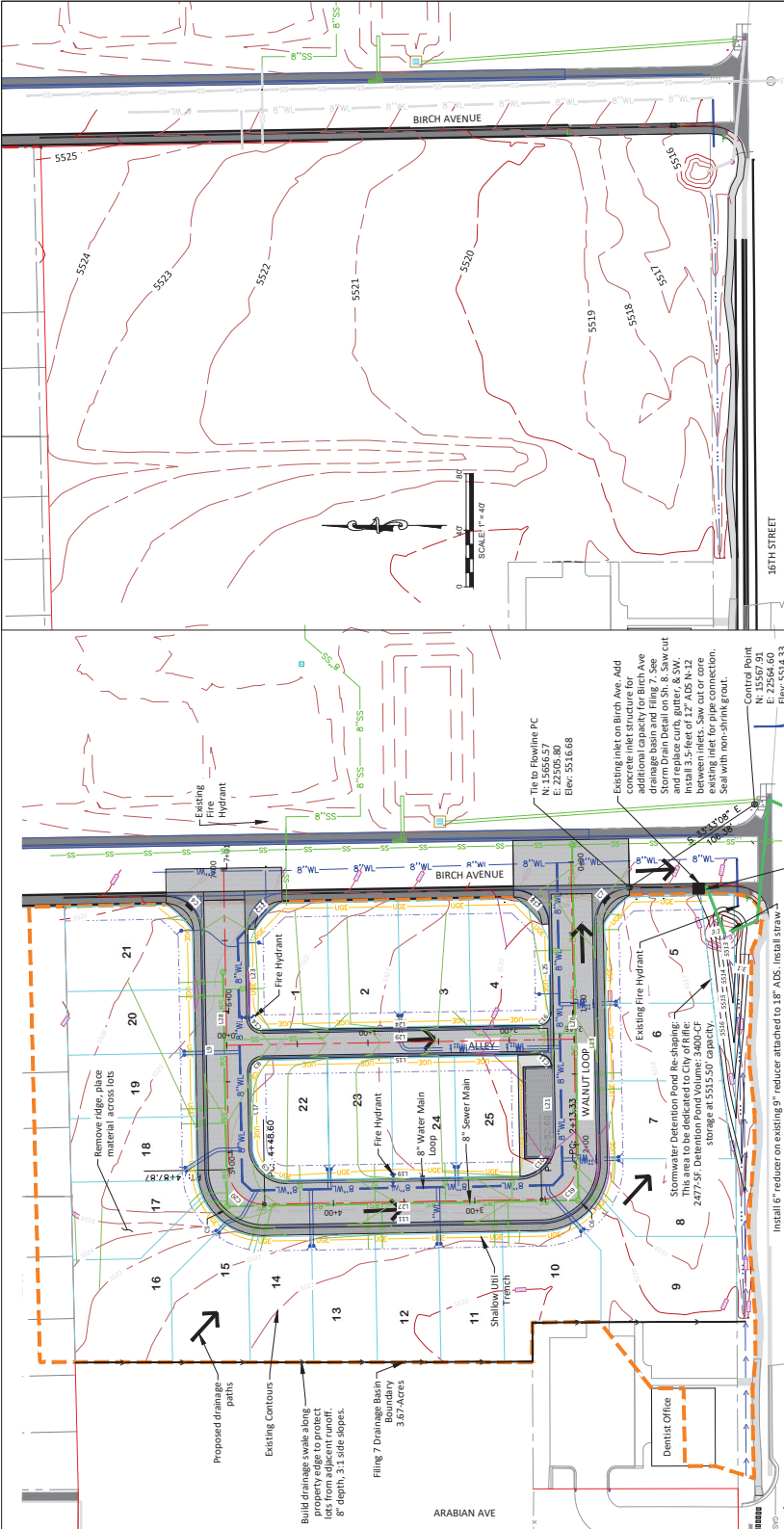
LINE TABLE		
LINE #	BEARING	DISTANCE
L9	S86°59'20"W	169.83
L11	S01°00'40"E	196.00
L13	N86°59'20"E	169.76
L15	N01°00'40"W	194.01
L17	S86°59'20"W	53.00
L19	S01°00'40"E	164.00
L21	N86°59'20"E	53.00
L23	S86°59'20"W	62.81
L24	S01°00'40"E	194.00
L25	N86°59'20"E	62.78

## ALIGNMENT TABLES

LINE #	BEARING	LENGTH
L26	S88°59'20"W	213.33'
L27	N02°00'40"W	196.00'
L28	N88°59'20"E	213.29'
L29	S05°00'40"E	246.00'

IRVE TABLE: CI ALIGNMENTS

CURVE #	ARC LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH	DELTA ANGLE
C19	39.27	25.00'	N46°00'40"W	35.35'	090°00'00"
C20	39.27	25.00'	N43°59'20"E	35.35'	090°00'00"



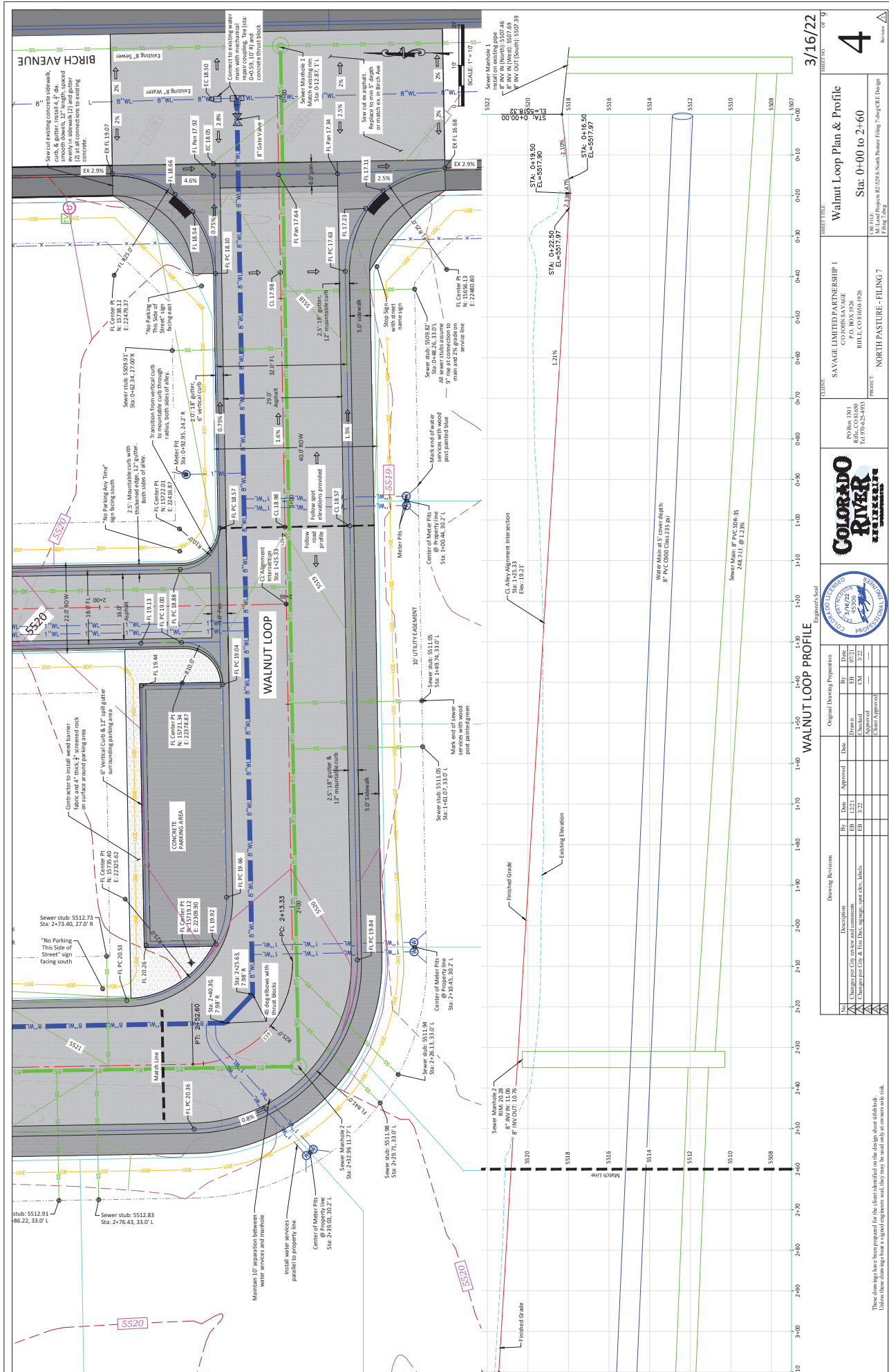
77/97/c

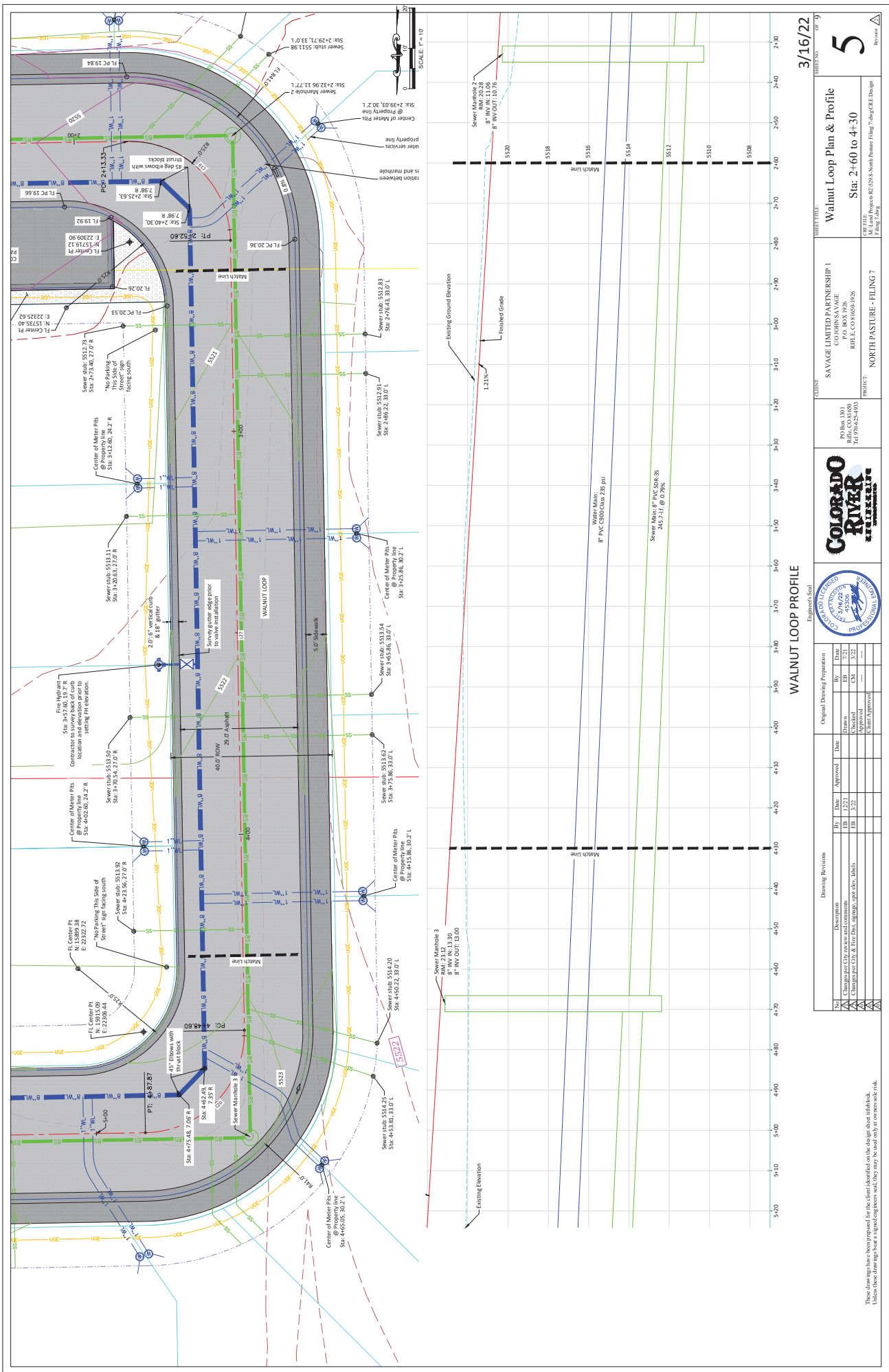
Drawing Revisions			Original Drawing Preparation			
No.	Description	By	Date	Approved	By	Date
1	Changes per City review and comments	EH	12/21		Drawn	07/21
2	Changes per City & Fire Dept. (springs, lock)	EH	3/22		Checked	1/22
3					Approval	---
4					Client Approval	---

PO Box 1301 Rifle, CO 81650 Tel 970.625-4933	SAVINGE LIMITED PARTNERSHIP I C/O JOHN SAVAGE P.O. BOX 1926 RIFLE, CO 81650-1926	SHEET TITLE <b>Walnut Loop Plan &amp; Profile</b>
PROJECT <b>NORTH PASTURE - FILING 7</b>		CDR FILE M: Land Projects R2: C59 & North Pasture Filing 7.dwg CRE Design

3

These drawings have been prepared for the client identified on the design sheet title block.





3/16/22

SHEET NO. 5 OF 9

PROJECT: NORTH PASTURE - FILING 7  
SHEET TITLE: Walnut Loop Plan & Profile  
Sta. 2+60 to 4+30

CLIENT: SAVAGE LIMITED PARTNERSHIP I  
C/O JOHN SAVAGE  
P.O. BOX 1926  
BURLINGTON, CO 80506  
PHONE: 970.625.4933  
FILING: 2022

DESIGNER: M. Land Projects  
R2, 528 S. North Pasture Flg. 7, Eng. CRE, Des. In  
Filing 2022



Engineer's Seal  
COLORED RIVER  
WATER CONSERVANCY DISTRICT  
4/16/22  
45306

Original Drawing Preparation			
By	Date	By	Date
HB	7-21	HB	7-21
HB	7-21	HB	7-21
HB	7-21	HB	7-21

Drawing Revisions			
No.	Description	By	Date
1	Change per City review and comments	HB	12-21
2	Change per City & Fire Dept. signage, spot elev. blocks	HB	5-21
3	Change per City & Fire Dept. signage, spot elev. blocks	HB	5-21
4	Change per City & Fire Dept. signage, spot elev. blocks	HB	5-21

Approval			
By	Date	By	Date
HB	12-21	HB	12-21
HB	12-21	HB	12-21
HB	12-21	HB	12-21

These drawings have been prepared for the client identified on the design sheet. The client is responsible for the accuracy of the data provided. The client is responsible for the accuracy of the data provided. The client is responsible for the accuracy of the data provided.

Unless these drawings bear a signed engineer's seal, they may be used only at the owner's sole risk.

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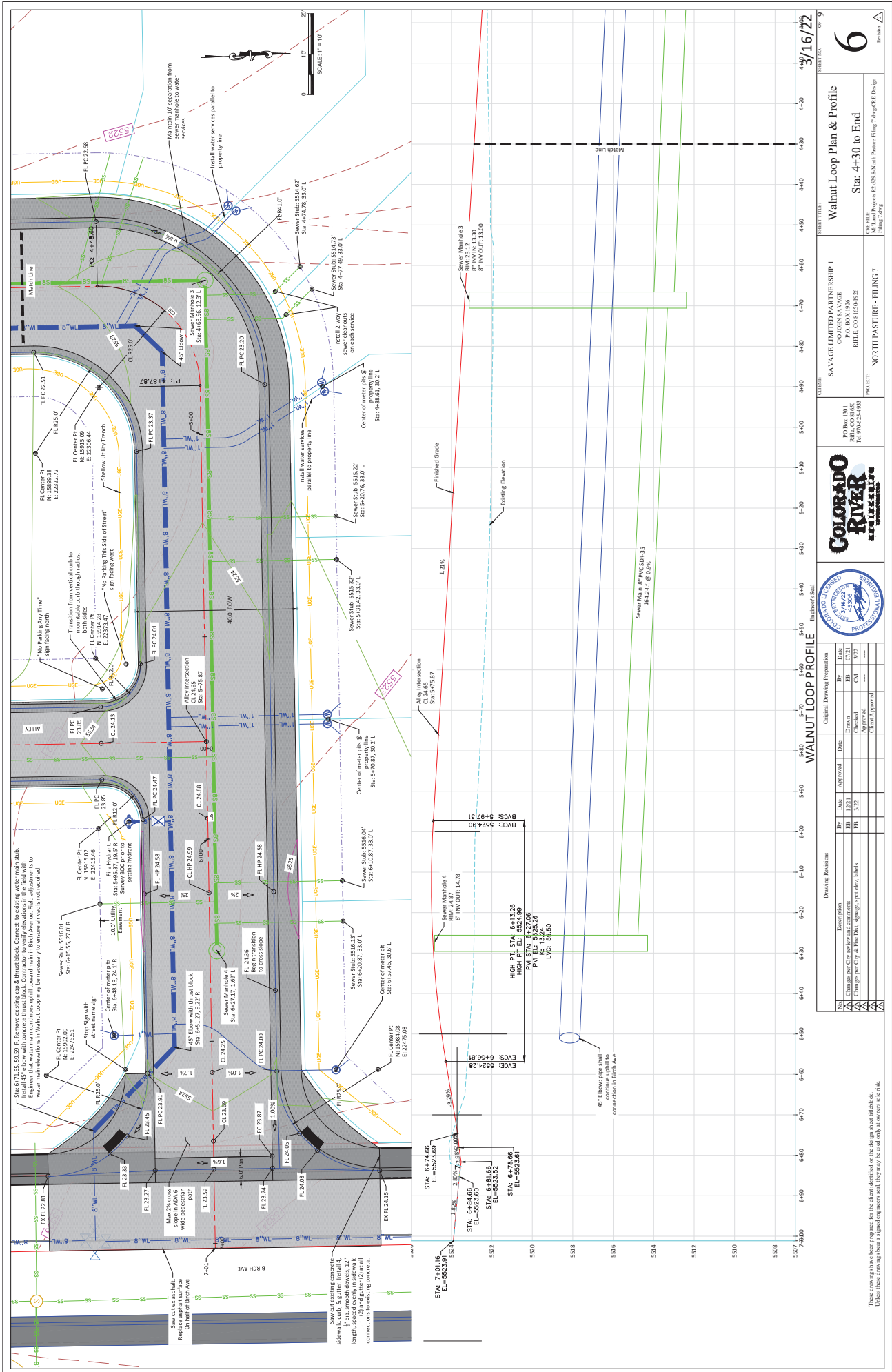
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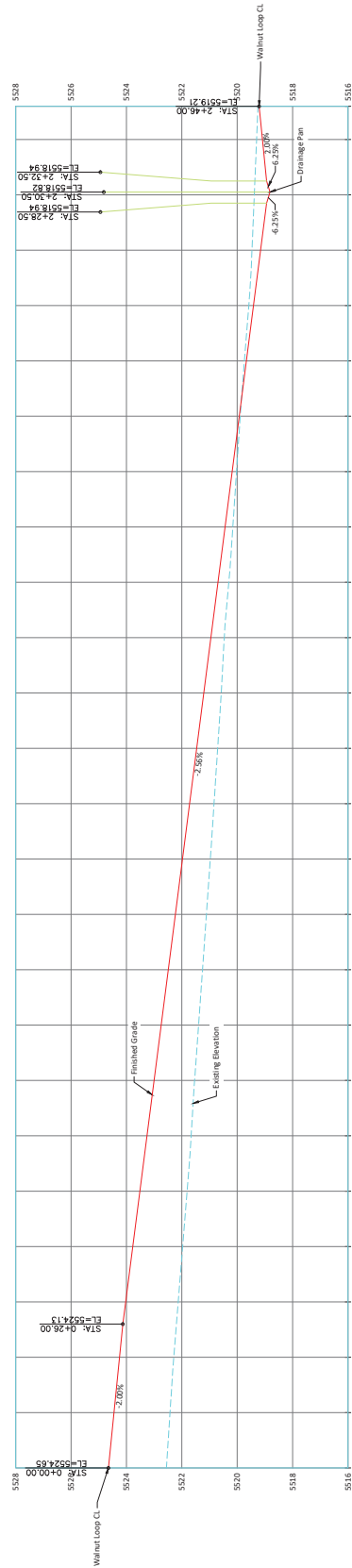
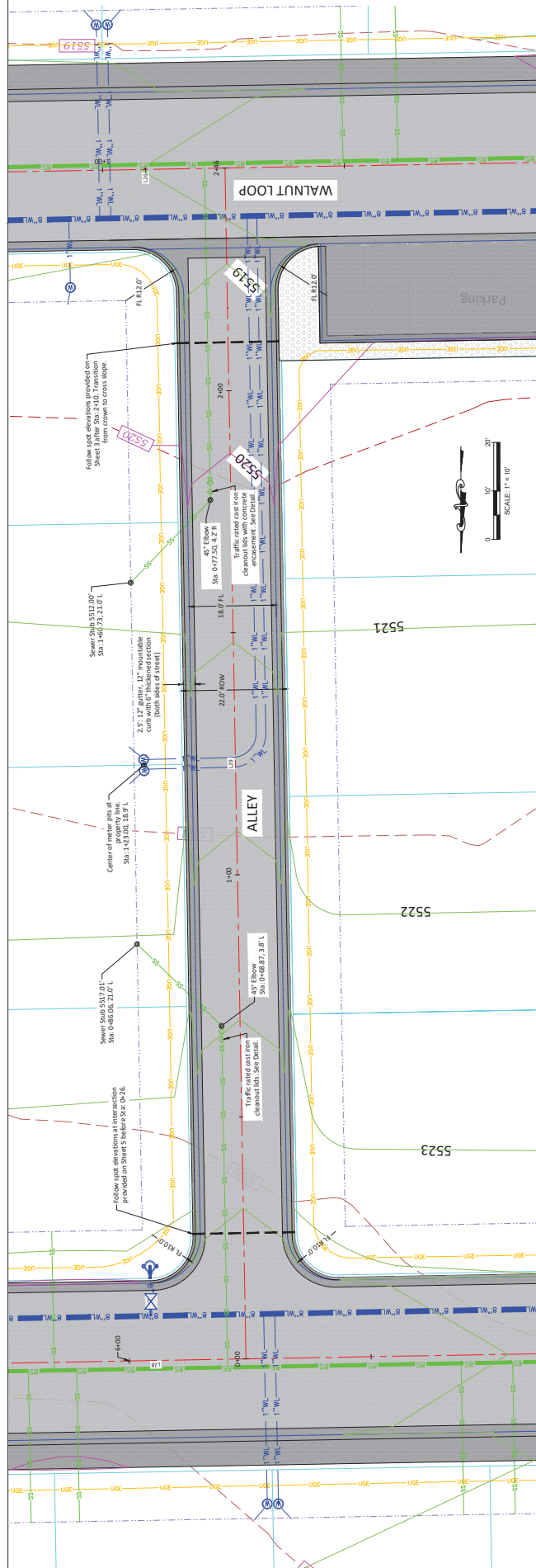
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## ALLEY PROFILE

		Drawing Revision				Original Drawing Preparation			
No	Description	By	Date	Approved	Date	By	Date	By	Date
1	Changes per City review and comments	EH	12/21			Drawn	7/21	CM	3/22
2	Changes per City & Fire Dept. signage, spot elev., labels	EH	3/22			Checked	7/21	CM	3/22
3	Changes per City & Fire Dept. signage, spot elev., labels								
4									
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These drawings have been prepared for the client identified on the design sheet title block. Unless these drawings bear a signed engineers seal, they may be used only at owners sole risk.

Engineer's Seal



**Savage Limited Partnership I**  
C/O John Savage

A  
SHEET TITLE:

Alley Plan & Profile  
Sta: 2+60 to 4+30

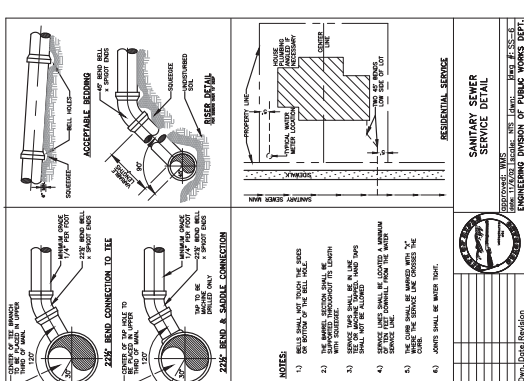
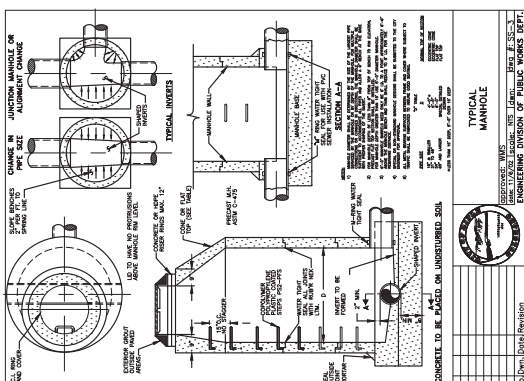
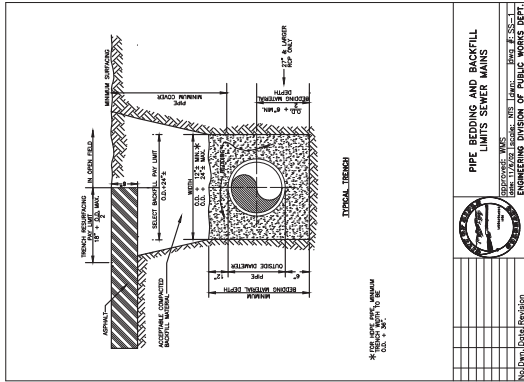
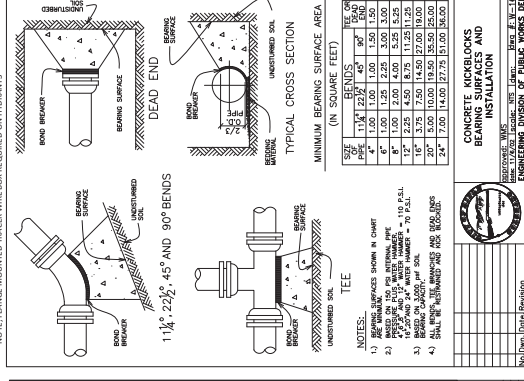
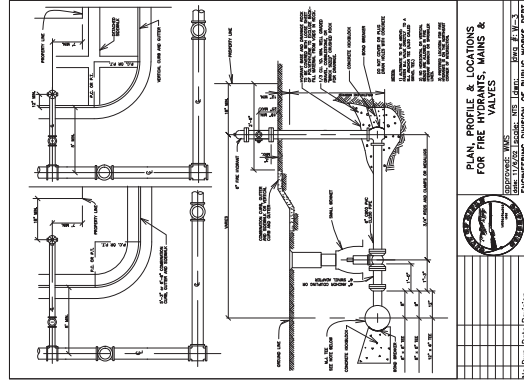
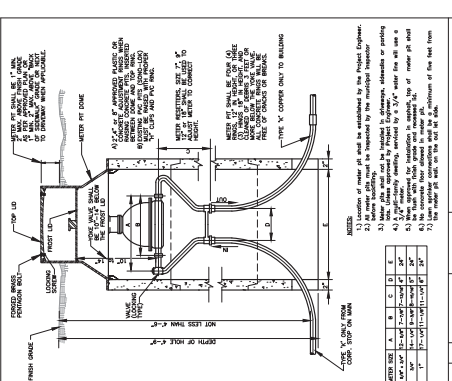
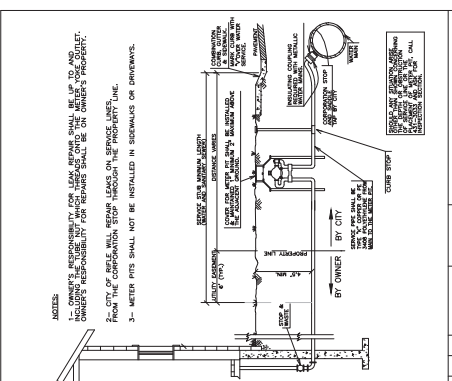
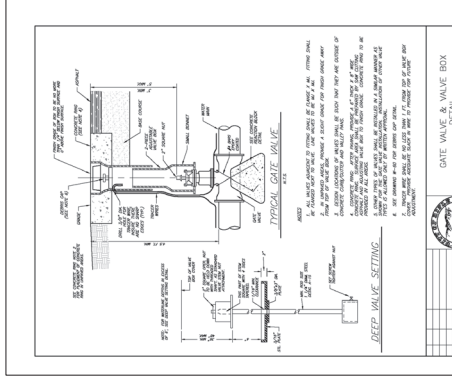
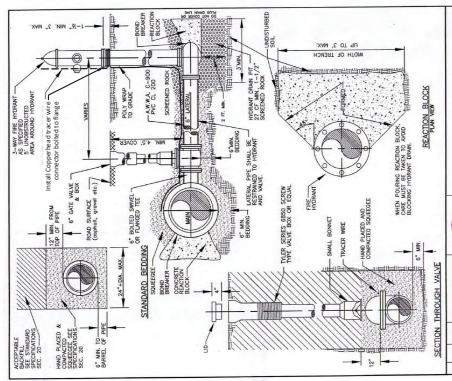
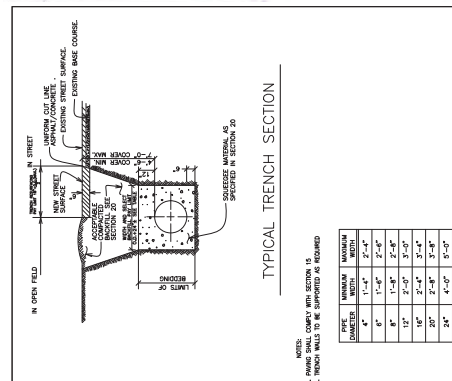
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Filing 7.dwg

Revision 2

3/16/22







ENGINEER'S SEAL    PROFESSIONAL ENGINEER		Original Drawing Population			
Drawing Revisions					
No.	Description	By	Date	By	Date
1	Changes per City, ex: you and comments	EH	1/21	Diana	EH
2	Changes per City & first Dir Review	EH	3/22	Checked	CM
3				Approved	1/22
4				Client Approved	

	PO Box 1301 Rifle, CO 81650 Tel 970-625-9353	CLIENT:	SAVAGE LIMITED PARTNERS CO-OWN SAVAGE P.O. BOX 926 RIFLE, CO 81650-1926	PRODUCE: NORTH DACTIDE, ET
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IP 1	SHEET TITLE:	DETAILS WATER & SEWER	SHEET NO. OF 9
	CORE FILE:		9



**Agenda Item #8.b.i.**

**Agenda Item Name:**

Consider Request to Rezone a Portion of North Pastures Filing 7 from Community Service to Medium Density Residential - Ordinance No. 5 Series of 2022 - 1st Reading

**Presenter:**

Patrick Waller, Planning Director

**Item Description:**

The applicant requests approval of a Final Plan and Rezoning application to subdivide two parcels into 25 lots, including a rezoning of one of the parcels from Community Service Business District (CS) to Medium Density Residential (MDR). The proposed subdivision is known as North Pastures Filing 7.

This agenda item is for the rezoning request.

**Recommended Action:**

Move to Approve Ordinance No. 5, Series of 2022, on first reading as presented, and order it to be published as required by Charter.

**Fiscal Impact:**

The City of Rifle will maintain the proposed rights-of-way, utilities, and stormwater detention area.

**Operational Impact:**

The City of Rifle will maintain the proposed rights-of-way, utilities, and stormwater detention area.

**Prior Board Motions:**

None

**Background Information:**

The Comprehensive Plan indicates that the corner of Birch and 16th is planned for neighborhood commercial uses; however, the applicant has not been able to attract any commercial uses to the area. The parcel at the corner of Birch and 16th is also designated in the Comprehensive Plan as a Moderate Density Residential use. The applicant is proposing 25 units within the approximately 3.46 acre development for a density of 7.22 units per acre. This matches the suggested density in the Comprehensive Plan.

The subject parcels are located in the City of Rifle's Comprehensive Plan Tier 1 Development Area, which means it is suited for immediate development based on location of the property, access to utilities, and existing road infrastructure.

**Executive Summary:**

The applicant requests approval of a Final Plan and Rezoning application to subdivide two parcels into 25 lots, including a rezoning of one of the parcels from Community Service Business District (CS) to Medium Density Residential (MDR). The proposed subdivision is known as North Pastures Filing 7.

**Notification Requirements:**

The applicant was required to mail, publish, and post the property as required by the Rifle Municipal Code for the rezoning request.

**Prepared By:**

Patrick Waller, Planning Director

**Attachments:**

1. Ordinance No. 5-North Pasture Filing 7 Rezoning



**CITY OF RIFLE, COLORADO  
ORDINANCE NO. 5  
SERIES OF 2022**

AN ORDINANCE OF THE CITY OF RIFLE, COLORADO, REZONING LOT  
CS-2A NORTH PASTURE SUBDIVISION, FILING 6, FROM COMMERCIAL  
SERVICES (CS) ZONE DISTRICT TO MEDIUM DENSITY RESIDENTIAL  
(MDR) ZONE DISTRICT.

WHEREAS, Savage Ltd. Partnership I applied to rezone Lot CS-2A, North Pasture Subdivision, Filing 6, in the City of Rifle, Colorado as shown on the plat thereof recorded with the Garfield County Clerk and Recorder as Reception No. 922045 (the “Property”) from Commercial Services (CS) Zone District to Medium Density Residential (MDR) Zone District; and

WHEREAS, on October 26, 2021, the City of Rifle Planning and Zoning Commission considered the rezoning application for the Property and, based upon changed circumstances and neighboring zoning, recommended that the Property be rezoned Medium Density Residential (MDR) Zone District; and

WHEREAS, the City Council reviewed the rezoning application at its April 6 and April 20, 2022 meetings and agreed with the Planning and Zoning Commission’s findings; and

WHEREAS, the City of Rifle Planning and Zoning Commission and the Rifle City Council have held duly noticed public hearings as required by the Rifle Municipal Code (“RMC”) and now wish to rezone the Property to Medium Density Residential (MDR) Zone District.

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

Section 1. The aforementioned recitals are hereby fully incorporated herein.

Section 2. The Property is hereby zoned Medium Density Residential (MDR) Zone District.

Section 3. Within thirty (30) days after the effective date of this Ordinance, the City Clerk shall incorporate the terms of this Ordinance into the Geographical Information System described in RMC §16-3-20 and shall cause a printed copy of the amendment to the City Zone District Map to be made, which shall be dated and signed by the Mayor and attested to by the City Clerk and which shall bear the seal of the City. The amended Map shall include the number of this Ordinance. The signed original printed copy of the Zoning Map shall be filed with the City Clerk. The Clerk shall also record a certified copy of this Ordinance with the Garfield County Clerk and Recorder. The City staff is further directed to comply with all provisions of the Rifle Land Use Regulations, RMC §16-1-10, *et seq.*, to implement the provisions of this Ordinance.

INTRODUCED on April 6, 2022, read by title, passed on first reading, 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 April 20, 2022, passed without amendment, approved, and ordered published in full as required by the Charter.

DATED this ____ day of _____, 2022.

CITY OF RIFLE, COLORADO

By _____  
Mayor

ATTEST:

_____  
City Clerk





**Agenda Item #8.b.ii.**

**Agenda Item Name:**

Consider Request for Final Plan Approval for North Pastures Filing 7 - Ordinance No. 6 Series of 2022 - 1st Reading and Subdivision Improvements Agreement

**Presenter:**

Patrick Waller, Planning Director

**Item Description:**

The applicant requests approval of a Final Plan and Rezoning application to subdivide two parcels into 25 lots, including a rezoning of one of the parcels from Community Service Business District (CS) to Medium Density Residential (MDR). The proposed subdivision is known as North Pastures Filing 7. This agenda item is for the Final Plan approval request.

**Recommended Action:**

Move to Approve Ordinance No. 6, Series of 2022, on first reading as presented, and order it to be published as required by Charter.

**Fiscal Impact:**

The City of Rifle will maintain the proposed rights-of-way, utilities, and stormwater detention area.

**Operational Impact:**

The City of Rifle will maintain the proposed rights-of-way, utilities, and stormwater detention area.

**Prior Board Motions:**

None

**Background Information:**

The Comprehensive Plan indicates that the corner of Birch and 16th is planned for neighborhood commercial uses; however, the applicant has not been able to attract any commercial uses to the area. The parcel at the corner of Birch and 16th is also designated in the Comprehensive Plan as a Moderate Density Residential use. The applicant is proposing 25 units within the approximately 3.46 acre development for a density of 7.22 units per acre. This matches the suggested density in the Comprehensive Plan.

The subject parcels are located in the City of Rifle's Comprehensive Plan Tier 1 Development Area, which means it is suited for immediate development based on location of the property, access to utilities, and existing road infrastructure.

**Executive Summary:**

The applicant requests approval of a Final Plan and Rezoning application to subdivide two parcels into 25 lots, including a rezoning of one of the parcels from Community Service Business District (CS) to Medium Density Residential (MDR). The proposed subdivision is known as North Pastures Filing 7.

**Notification Requirements:**

The applicant was required to mail, publish, and post the property as required by the Rifle Municipal Code for the rezoning request.

**Prepared By:**

Patrick Waller, Planning Director

**Attachments:**

1. Ordinance No. 6-North Pasture Subdivision Filing 7
2. North Pasture Filing 7 SIA

**CITY OF RIFLE, COLORADO  
ORDINANCE NO. 6  
SERIES OF 2022**

AN ORDINANCE OF THE CITY OF RIFLE, COLORADO, APPROVING A  
FINAL SUBDIVISION PLAN AND FINAL SUBDIVISION PLAT FOR NORTH  
PASTURE SUBDIVISION, FILING 7.

WHEREAS, there was filed with the Rifle Planning Department an application for Final Plat approval for subdivision of property owned by Savage Ltd. Partnership I, (hereinafter “Developer”), which property is known as North Pasture Subdivision, Filing 7 described as Lot MDR-3A and Lot CS-2A, North Pasture Subdivision, Filing 6, in the City of Rifle, Colorado as shown on the plat thereof recorded with the Garfield County Clerk and Recorder as Reception No. 922045 (hereinafter the “Property”); and

WHEREAS, on October 26, 2021, after a duly-noticed public hearing and pursuant to Rifle Municipal Code §16-5-280, the City of Rifle Planning Commission approved a Sketch/Preliminary Plan for the Property; and

WHEREAS, on April 6 and April 20, 2022, the Rifle City Council reviewed the Final Subdivision Plan and the Final Subdivision Plat application for the Property and found these documents to be consistent with the approved Preliminary Plan, and that all conditions of Preliminary Plan approval have been met; and

WHEREAS, the City Council desires to approve the Final Subdivision Plan and Final Subdivision Plat for the Property, subject to all terms and conditions set forth in the Site-Specific Development Plan and Subdivision Improvements Agreement for the Property (“SIA”) which Final Plat and SIA are available for inspection at the City Clerk’s Office during business hours.

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

1. The City Council incorporates the foregoing recitals as findings by the City Council.

2. That certain Final Subdivision Plan and Final Subdivision Plat for North Pasture Subdivision, Filing 7 is hereby approved subject to the terms and conditions contained in the SIA. Developer shall also comply in full with the conditions of the Planning and Development Department’s staff report presented to the City Council on even date herewith, which conditions must be satisfied prior to the recording of the Final Plat. The Mayor’s execution and the City’s recording of this Ordinance with the Garfield County Clerk and Recorder shall be deemed satisfaction of the conditions in the staff report.

3. Developer shall further comply with all of Developer’s representations made in any applications and in statements during the public hearings before the Planning Commission and City Council and they shall be conditions of approval with which Developer shall comply unless



specifically modified. Developer shall also comply in full with the requirements of the Rifle Municipal Code, including without limitation the requirements of the City of Rifle Public Works Manual.

4. The Mayor is hereby authorized to indicate the City Council's approval of the Final Subdivision Plat for the Property and the SIA by signing the Final Plat and SIA. A true and correct copy of the Final Plat for the Property and the SIA shall be deposited with the City Clerk and shall be available for public inspection at the Clerk's office after being fully executed by the parties.

5. The City Clerk is hereby directed to file one (1) copy of the Final Plat and the original of this Ordinance in the Office of the City Clerk.

6. The City Clerk is hereby further directed to record this Ordinance, the Final Plat, the SIA and any other associated documents in the Office of the Clerk and Recorder of Garfield County, and to file one (1) certified copy of the Final Plat and this Ordinance with the Garfield County Assessor.

7. The City Council's approval of this Final Subdivision Plan and the Final Subdivision Plat creates a vested property right pursuant to the Rifle Municipal Code and Article 68 of Title 24, C.R.S., as amended, for a period of three (3) years from the effective date of this Ordinance. As a condition of the granting of such vested right, the Developer shall, at its expense, publish the vested rights notice required by C.R.S. §24-68-103(c) and the Rifle Municipal Code §16-11-10, *et. seq.*, and Developer shall comply with all other procedural requirements set forth therein.

INTRODUCED on April 6, 2022, read by title, passed on first reading, 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 April 20, 2022, passed without amendment, approved, and ordered published in full as required by the Charter.

Dated this _____ of _____, 2022.

CITY OF RIFLE, COLORADO

BY: _____  
Mayor

City of Rifle, Colorado  
Ordinance No. 6, Series of 2022  
Page 3 of 3

ATTEST:

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City Clerk

**SITE SPECIFIC DEVELOPMENT PLAN AND  
SUBDIVISION IMPROVEMENTS AGREEMENT  
FOR NORTH PASTURE, FILING NO. 7**

THIS AGREEMENT made this ____ day of _____ 2022, by and between the CITY OF RIFLE, COLORADO, a home-rule municipality whose address is P.O. Box 1908, Rifle, CO 81650 (hereinafter "City") and SAVAGE LIMITED PARTNERSHIP I, a Colorado partnership whose address is P.O. Box 1926, Rifle, CO 81650 (hereinafter "Developer");

**W I T N E S S E T H:**

WHEREAS, Developer is the owner of certain real property located in the City of Rifle, Colorado known as North Pasture, Filing No. 7 described as Lot MDR-3A and Lot CS-2A, North Pasture Subdivision, Filing 6, in the City of Rifle, Colorado as shown on the plat thereof recorded with the Garfield County Clerk and Recorder as Reception No. 922045 (hereinafter the "Property"); and

WHEREAS, on October 26, 2021, after a duly-noticed public hearing and pursuant to Rifle Municipal Code §16-5-280, the City of Rifle Planning Commission approved a Sketch/Preliminary Plan for the Property; and

WHEREAS, on April 6 and April 20, 2022, the City Council of the City of Rifle approved by appropriate ordinance a Final Subdivision Plat and Final Subdivision Plan for the Property, which Ordinance No. 6, Series of 2022 is recorded as Reception No. _____ in the Office of the Garfield County Clerk and Recorder; and

WHEREAS, the City and Developer previously entered into the Joan L. Savage Annexation Agreement ("Annexation Agreement"), dated March 1, 2000, recorded with the Garfield County Clerk and Recorder's Office on May 30, 2000 at Reception No. 564203, Book 1189 at Page 829, the terms and conditions of which are incorporated herein by reference, unless otherwise modified herein; and

WHEREAS, the City's approval of the Final Subdivision Plat and Final Subdivision Plan for the Property cited above is contingent upon the express condition that all obligations and duties created by this Agreement are faithfully performed by the Developer.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

1. Recitals. The foregoing recitals are incorporated herein as material representations and acknowledgments of the parties.

2. Purposes. The purpose of this Agreement is to set forth the terms and conditions to be met by the Developer; to set forth the fees to be paid by the Developer upon subdivision of the Property, and to constitute the Subdivision Improvement Agreement provided for in Sections 16-4-170, 16-5-440(d) and 16-6-180(c)(2) of the Rifle Municipal Code. All terms and



conditions contained herein are in addition to all requirements of the Rifle Municipal Code, the City of Rifle Land Use Regulations (Title 16 of the Rifle Municipal Code), and state and federal statutes, and are not intended to supersede any requirements contained therein, except where specifically provided in this Agreement.

3. Fees. In addition to any fees enacted by any ordinance of general applicability in the City, the following fees shall be paid to the City by the Developer:

A. Reimbursement of Costs. The Developer hereby agrees to pay the City the actual costs to the City for engineering, surveying, and legal services rendered in connection with the review of the subdivision of the Property. In addition, the Developer shall reimburse the City for the cost of making corrections or additions to the master copy of the official City map, for the fee for recording the Final Plat and accompanying documents with the County Clerk and Recorder of Garfield County. Developer shall also pay any fee required pursuant to the Rifle Municipal Code. Interest shall be imposed at rate of 1.5% per month on all balances not paid within thirty (30) days of the date of the statement. In addition to any and all remedies available to the City and in the event the City is forced to pursue collection of any amounts due and unpaid under this provision or under this Agreement, the City shall be entitled to collect attorney's fees and costs incurred in said collection efforts in addition to the amount due and unpaid.

B. Water and Sewer Service. Developer, its successors and assigns, shall comply in full with Title 13 of the Rifle Municipal Code regarding system improvement fees for water and sewer service.

C. Water Rights Dedication.

(1) General Requirements. Pursuant to Section 3.B.(1) of the Annexation Agreement, to the extent Developer's water rights dedications do not fulfill the water rights dedication requirements set forth in Rifle Municipal Code, Section 13-6-10 *et seq.* (formerly 10.20.00, *et seq.*) then in effect at the time of Final Plat for each Phase, Developer shall dedicate additional water rights acceptable to the City or, at the City's option, pay the in lieu of water rights dedication fee at the rate then in effect. The EQR value for the Property shall be calculated at Final Plat for the portion of the Property then the subject of Final Plat.

(2) Water Rights Dedications. Developer has used all water rights dedication credits from its original water rights dedications for Arabian Heights 1 and 2. Developer is retaining the appurtenant water rights to the Property and the consumptive use credits appurtenant to the Property. The City of Rifle has agreed to waive its Option to Purchase and First Right of Refusal per RMC 13-6-80.

(3) Basic Water Rights Dedication Fees Calculations for Filing 7. Developer shall pay the basic water rights dedication fee for Lots 1-25 at 1 EQR each prior to the recording of the Final Plat.

(4) Additional Water Rights Dedication Fees Due at the Time of Building Permit and/or Site Plan Application. Any additional water rights dedications fees in lieu of water rights dedication shall be due at the time of any building permit application and shall be based upon the fees then in effect per EQR, for any additional EQRs deemed applicable for the proposed uses of any lots.

D. Parkland Dedication. The City and Developer agree that the Property is generally subject to the City parkland dedication requirements set forth in RMC Sections 16-1-90 and 16-4-110. The parties agree and acknowledge that Developer has satisfied the parkland dedication fees due at final plat AND building permit by Developer's use of credits received for parkland dedication as shown on Exhibit A attached hereto and incorporated herein by this reference. Developer has 0.5487 acres remaining Parkland Dedication credits which may be assigned to future projects by Developer.

E. Offsite Street Impact Fees. For each unit constructed on the Property, offsite street impact fees shall be due and payable 1/3 at the time of Final Plat, and 2/3 at the time a building permit is issued for each unit pursuant to the Rifle Municipal Code in the amount then in effect. In the event of a re-subdivision, re-platting or other change in use of the Property, additional offsite street impact dedication requirements shall be due pursuant to RMC Section 16-1-100.

F. Domestic Water Service.

(1) Northeast Tank Upper Pressure Zone ("NTUPZ") Impact Fees. Developer shall pay the NTUPZ Impact Fee for Lots 1-25 prior to recording the Final Plat.

(2) NTUPZ Fees Due at the Time of Building Permit and/or Site Plan Application. Any additional NTUPZ Impact Fees due shall be determined at time of Site Plan and Building Permit application for Lots 1-25 and paid by the applicant for those approvals based upon the fees then in effect per EQR, for any additional EQRs deemed applicable for the proposed uses of Lots 1-25.

(3) Northeast Tank Upper Pressure Zone Service Surcharge. Lot Owners within the Property shall be obligated to pay a Northeast Tank Upper Pressure Zone Service Surcharge, if adopted by the City. If the Northeast Tank Upper Pressure Zone Service Surcharge includes a capital recovery component for recovery of the original construction cost of the Northeast Tank Upper Pressure Zone, Lot Owners within the Property shall be entitled to a credit against said

capital recovery for all Northeast Tank Upper Pressure Zone Impact Fees previously paid.

(4) Pressure Reducing Valves. Developer acknowledges that water main pressures in this area can exceed 100 psi. An in-house pressure relief valve shall be installed in all units constructed on the Property. A Plat Note and covenant shall be included in the relevant documents reciting this requirement.

G. Stormwater Drainage Impact Fee. Developer shall pay \$5,000 for Lots 1-25 in consideration for the City taking ownership and responsibility for the stormwater drainage lot and facility in the southeast corner of the Property.

4. Specific Conditions. Developer agrees to perform the following conditions:

A. Representations. All representations of the Developer made in its application and in statements during the public hearings before the Planning Commission and City Council shall be considered conditions of approval with which the Developer shall comply.

B. Revocable License for Lots 5, 6, 7, 8 and 9. The City hereby grants a revocable license to Lots 5, 6, 7, 8 and 9 in the area shown on Exhibit B to use the right of way area between the stormwater detention pond bank/back of sidewalk, as applicable and lot line for personal uses. Each lot owner is obligated to maintain the license area. The City may revoke this License at any time it determines in its sole discretion that it needs the license area by giving such lot owner sixty (60) days notice.

C. Total Final Plat Fees Due. Total fees due prior to recording of North Pasture Filing 7 Final Plat are listed on Exhibit C.

5. Pre-Construction Meeting. Developer shall hold a pre-construction meeting between the City Engineer and Public Works Director and the Developer, its engineer and contractor for the purpose of discussing all construction issues that will be required for this project.

6. Public Improvements. All water lines, water facilities, sewer lines, sewer facilities, hydrants, water or sewer distribution facilities, drainage structures, landscaping, gas lines, electrical facilities, cable T.V., telephone lines, utility systems, streets (public and/or private), lighting and signage required by this Agreement or shown on the Construction drawings prepared by Colorado River Engineering, Inc. as Job No. North Pasture-Filing 7 and dated _____, as may be amended (the "Public Improvements") shall be installed and completed at the expense of the Developer.

A. All Public Improvements required by this Agreement are shown on the Final



Subdivision Plat and Plans submittal, and the estimated costs thereof are identified on Exhibit D attached hereto and incorporated herein by this reference. The public improvements shall be constructed in conformance with the plans and specifications submitted by the Developer as part of the Final Plat application and approved by the City Public Works Director or his/her designee, including all supplemental plans and specifications (all of which are on file at City Hall), the City of Rifle Public Works Manual then in effect, and the utility plan (hereinafter collectively referred to as "Plans and Specifications").

- B. Developer shall provide at its sole cost and expense all necessary engineering designs, surveys, field surveys, and incidental services related to the construction of the Public Improvements.

7. Construction Observation and Inspection.

- A. Construction Inspection by Developer. Developer shall be responsible for ensuring that its certified professional engineer provides construction inspection services as necessary to allow Developer's engineer to provide a stamped certification, when improvements are submitted to the City for acceptance, that the Public Improvements have been constructed in accordance with the Plans and Specifications approved by the City.
- B. Construction Observation by the City. The City shall have the right to make engineering observations at reasonable intervals and at the Developer's expense during construction of the Public Improvements. Observation, acquiescence in or approval by any engineering inspector of the construction of any physical facilities, at any particular time, shall not constitute City approval of any phase of construction of the Public Improvements. City approvals shall be made only after completion of construction and in the manner hereinafter set forth. To assist the City in monitoring the installation of the Public Improvements, a supervisor employed by the Developer's general contractor shall inspect the Public Improvements on at least a weekly basis, and shall provide the City Public Works Director or his/her designee with supervisor's field and inspection notes relating to the installation of the Public Improvements which have been reviewed and stamped by a professional engineer. The supervisor shall regularly apprise the City Public Works Director or his/her designee of the status of the work on the Public Improvements. Further, the Developer at its own expense shall have an approved geotechnical engineer monitor the methods of construction and backfill, to ensure such work is being completed in conformance with the approved Plans and Specifications, and accepted standards for such work. The geotechnical engineer shall conduct inspections and testing as directed by the City Public Works Director or his/her designee. The City agrees to respond to requests for interim inspections in a timely manner and to respond not later than ten (10) business days after a request for a final inspection. Nothing in this paragraph

shall be construed to constitute an acceptance by the City of the Public Improvements, which approval and acceptance shall only occur pursuant to the specific provisions below.

8. Completion of Public Improvements; Approval. The Developer shall complete all Public Improvements within one (1) year of the execution of this Agreement. Upon the Developer's completion of construction of the Public Improvements, the Developer's engineer shall certify in writing that the improvements have been completed in conformance with the Plans and Specifications and submit to the City a completed acceptance checklist utilizing a form approved by the City. Thereafter, the City Public Works Director or his/her designee shall inspect the Public Improvements and certify in writing and with specificity their conformity or lack thereof to the Plans and Specifications. The Developer shall make all corrections necessary to bring the Public Improvements into conformity with the Plans and Specifications. The Developer shall at its expense have "as-built" drawings prepared by a professional engineer and a registered land surveyor, which drawings shall include all legal descriptions the City may require. The Developer shall also prepare a summary of the actual construction costs of all Public Improvements to be dedicated to the City. The "as-built" drawings and costs summary shall be forwarded to the City for review and approval.

Once the as-built drawings and costs summary are approved, and any and all corrections are completed, the City Public Works Director or his/her designee shall certify in writing that all Public Improvements are in conformity with the Plans and Specifications, and the date of such certification shall be known as the Acceptance Date. The City shall be under no obligation to provide any water or sewer service until all Public Improvements are brought into conformance with the Plans and Specifications and the approved Final Subdivision Plan and Subdivision Plat, and are certified and approved by the City Public Works Director or his/her designee pursuant to this Agreement. However, upon certification and approval, the City shall be obligated to provide water and sewer service to the Property, subject to all provisions of the Rifle Municipal Code, and in particular to the availability of water or sewer taps, which shall be on a first-come, first-served basis. The City does not guarantee an adequate number of taps will be available to serve the Property at the time the Developer intends to proceed with development.

9. Acceptance; Conveyance. Within thirty (30) days of the Acceptance Date, the Developer shall execute a quit-claim deed to the City conveying any interests it has in the Public Improvements. The Developer shall also execute a bill of sale conveying the Public Improvements to the City, free and clear of all liens and encumbrances. All Public Improvements conveyed to the City shall be warranted for a period of twenty-four (24) months from the Acceptance Date, as provided below.

10. Warranty. Developer shall warrant any and all Public Improvements and facilities which are conveyed to the City pursuant to this Agreement (i.e. water and sewer facilities and lines, public roads and facilities, and storm drainage infrastructure) for a period of twenty-four (24) months from the Acceptance Date. Specifically, but not by way of limitation, Developer shall warrant that:

- A. The title conveyed shall be good and its transfer rightful;
- B. Any and all facilities conveyed shall be free from any security interest or other lien or encumbrance; and
- C. Any and all facilities so conveyed shall be free of any defects in materials or workmanship for a period of two (2) years, as stated above.

11. Performance Guarantee. The total amount of required security for the Public Improvements shall be as specified on Exhibit D.

- A. In order to secure the construction and installation of the Public Improvements above described, for which the Developer is responsible, the Developer shall upon execution of this Agreement, and before any units are contracted for or sold or offered for sale, furnish the City in good and sufficient form approved by the City Attorney acceptable security such as a financial guarantee or certificate or other evidence of an irrevocable letter of credit, issued or confirmed by a commercial banking institution authorized to do business and with offices located within the State of Colorado to secure the performance and completion of the Public Improvements, in an amount equal to the estimated costs of said facilities as set forth on Exhibit D. The City shall have the right to review and approve all terms and conditions of the letter of credit prior to recording of the Final Plat.

The original letter of credit shall be delivered to the City prior to the recordation of the Final Plat. This Letter of Credit shall comply in all respects with the Uniform Customs and Practice for Documentary Credits, 1993 Revision, issued by the International Chamber Commerce, Paris, to the extent it does not conflict with Article 5 of the Colorado Uniform Commercial Code.

In the alternative, Developer can secure its obligations hereunder by the City delaying the recording of the Final Plat until the Public Improvements are completed and accepted by the City and with Developer's full satisfaction of all of the terms and conditions of this Agreement.

- B. In the event the Public Improvements are not constructed or completed within 12 months of the date of this Agreement, the letter of credit shall provide that the funds necessary to complete the Public Improvements shall be put directly to an escrow account under the control of the City Manager and shall be used to complete the Public Improvements called for herein.
- C. Within ten (10) days of timely completion of the Public Improvements, and performance of the conditions and requirements of this Agreement secured by the performance guarantee, and upon the approval of the City Manager, the



performance guarantee shall be released to Developer. If the improvements are not completed within the required time, the performance guarantee may be called by the City and the monies may be used to complete the improvements; provided, however, that if such guarantee is not sufficient to pay the actual costs, the Developer shall be responsible for the balance.

- D. The required security for the Public Improvements is the amount mutually agreed upon by the Developer and the City Engineer as set forth above. The parties agree that this amount does not necessarily reflect the City Engineer's estimate of what the actual cost to the City would be if the City were required to fund construction of all of the Public Improvements. In the event the costs of the Public Improvements exceed the amount set forth above, Developer shall be solely responsible for the actual cost. The purpose of Exhibit B is solely to determine the amount of security and shall be revised every twelve (12) months to reflect the actual costs, and the performance guarantee required by this SIA shall be adjusted accordingly. No representations are made as to the accuracy of these estimates, and the Developer agrees to pay the actual costs of all such Public Improvements.
- E. The parties expressly agree that the Developer's preparation and submission to the City of "as-built drawings" and a summary of actual construction costs for the Public Improvements to be dedicated to the City--and approval by the City of the as-built drawings and summary--are essential requirements of this Agreement. In the event the Developer fails to provide the as-built drawings and summary to the City thirty (30) days prior to the expiration of the performance guarantee or any extension thereof, such failure shall constitute a breach of this Agreement with regard to the completion of the Public Improvements, damages for which are impossible to ascertain, entitling the City to call upon the performance guarantee in an amount equal to ten (10%) percent of the total amount set forth on Exhibit D, which amount the City may retain as liquidated damages due to Developer's breach. No releases to the letter of credit shall be granted by the City until such as-built drawings are provided and all improvements are accepted by the City.

12. Title Policy. Prior to the recordation of the Final Plat for the Property, the Developer shall provide the City a commitment for a title insurance policy in the minimum amount available, indicating that the Property is free and clear of all encumbrances whatsoever which would impair the use of the Property as proposed by the Final Subdivision Plat. Further, said title commitment, and/or an additional title commitment, shall show that all other property to be dedicated to the City is free and clear of all encumbrances which would make said dedications unacceptable as the City in its sole discretion determines. At the time of recording the Final Plat, the title insurance policy(s) shall be provided to the City, and the premium(s) for the title insurance shall be paid by the Developer. In the event the title commitment(s) reflect encumbrances which would impair the use of the Property as proposed or which would make the public dedications unacceptable, the City shall notify the Developer, who shall cure or otherwise

remove or subordinate said encumbrances to the satisfaction of the City prior to the recordation of the Final Plat.

13. Vested Rights. Pursuant to Section 16-11-10, *et. seq.*, of the Rifle Municipal Code, the City and the Developer agree that the City Council's final subdivision plat approval of the Property constitutes the approval of a "Site Specific Development Plan", and no further hearings are required. Pursuant to the approval by the City Council of the Final Plat for the Property, the City granted vested property rights for the Property for a period of three (3) years from the effective date of the City ordinance approving this Agreement and the Final Plat upon the condition that Developer comply with all of the terms and conditions of this Agreement, the Final Plat for the Property, and the development submittal. Such rights shall also be subject to the provisions of Rifle Municipal Code Section 16-11-10, *et. seq.* The Developer shall at its expense publish the vested rights notice required by C.R.S. '24-68-103(1) and Rifle Municipal Code Section 16-11-50.

14. Reserved.

15. Conditions of Building Permit/Certificate of Occupancy. In addition to all requirements of the Rifle Municipal Code and any requirements imposed by operation of state, federal, or local law, no building permits shall be issued for the Property until:

- A. This SIA has been recorded in the Office of the Garfield County Clerk and Recorder, and a recorded copy is on file in the Office of the City Clerk.
- B. The Final Plat has been recorded in the Office of the Garfield County Clerk and Recorder, and a recorded copy is on file in the Office of the City Clerk.
- C. All public improvements have been accepted, or a performance guarantee to secure all public improvements has been provided in accordance with this SIA.

16. Voluntary Action of Developer. Notwithstanding any provision of the Rifle Municipal Code, the Developer agrees that all terms and conditions of this Agreement, including specifically the payment of fees, the dedication of land, and the completion of off-site infrastructure improvements, are agreed to and constitute the voluntary actions of the Developer.

17. Breach by Developer; City's Remedies. In the event of any default or breach by the Developer of any term, condition, covenant or obligation under this Agreement, the City Council shall be notified immediately. The City may take such action as it deems necessary to protect the public health, safety, and welfare; to protect unit buyers and builders, and to protect the citizens of the City from hardship. The City's remedies include:

- A. The refusal to issue to the Developer any building permit or certificate of occupancy; provided, however, that this remedy shall not be available to the City until after the affidavit described below has been recorded;

- B. The recording with the Garfield County Clerk and Recorder of an affidavit, approved in writing by the City Attorney and signed by the City Manager or his designee, stating that the terms and conditions of this Agreement have been breached by the Developer. At the next regularly scheduled City Council meeting, the City Council shall either approve the filing of said affidavit or direct the City Manager to file an affidavit stating that the default has been cured. Upon the recording of such an affidavit, no further units may be sold within the Property until the default has been cured. An affidavit signed by the City Manager or his designee and approved by the City Council stating that the default has been cured shall remove this restriction;
- C. A demand that the security given for the completion of the public improvements be paid or honored;
- D. The refusal to consider further development plans within the Property; and/or
- E. Any other remedy available at law.

Unless necessary to protect the immediate health, safety, and welfare of the City or City residents, the City shall provide the Developer ten (10) days' written notice of its intent to take any action under this paragraph during which ten-day period the Developer may cure the breach described in said notice and prevent further action by the City. Furthermore, unless an affidavit as described above has been recorded with the Garfield County Clerk and Recorder, any person dealing with the Developer shall be entitled to assume that no default by the Developer has occurred hereunder unless a notice of default has been served upon Developer as described above, in which event Developer shall be expressly responsible for informing any such third party of the claimed default by the City.

18. Assignment. This Agreement may not be assigned by the Developer without the prior written consent of the City, which consent shall not be unreasonably withheld. In the event Developer desires to assign its rights and obligations herein, it shall so notify the City in writing together with the proposed assignee's written agreement to be bound by the terms and conditions contained herein.

19. Indemnification. Developer agrees to indemnify and hold the City harmless from any and all claims or losses of any nature whatsoever incurred by the City resulting from the subdivision of the Property. This indemnification shall include actual attorneys' fees incurred in the event that any party brings an action against the City for any of the approvals described herein. The parties hereto intend not to duplicate any legal services or other costs associated with the defense of any claims against either party described in this section. Therefore, the parties hereto agree to cooperate in full to prevent duplicative expenses incurred as a result of the indemnification herein described.



20. Waiver of Defects. In executing this Agreement, Developer waives all objections it may have concerning defects, if any, in the formalities whereby it is executed, or concerning the power of the City to impose conditions on Developer as set forth herein, and concerning the procedure, substance, and form of the ordinances or resolutions adopting this Agreement.

21. Final Agreement. This Agreement supersedes and controls all prior written and oral agreements and representations of the parties and is the total integrated agreement between the parties.

22. Modifications. This Agreement shall not be amended, except by subsequent written agreement of the parties.

23. Release of Liability. It is expressly understood that the City cannot be legally bound by the representations of any of its officers or agents or their designees except in accordance with the City of Rifle Code and Ordinances and the laws of the State of Colorado, and that Developer, when dealing with the City, acts at its own risk as to any representation or undertaking by the City officers or agents or their designees which is subsequently held unlawful by a court of law.

24. Captions. The captions in this Agreement are inserted only for the purpose of convenient reference and in no way define, limit, or prescribe the scope or intent of this Agreement or any part thereof.

25. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, and assigns.

26. Invalid Provision. If any provisions of this Agreement shall be determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provision hereof, all of which other provisions shall remain in full force and effect. It is the intention of the parties hereto that, if any provision of this Agreement is capable of two constructions, one of which would render the provision void, and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid.

27. Governing Law. The laws of the State of Colorado shall govern the validity, performance, and enforcement of this Agreement. Should either party institute legal suit or action for enforcement of any obligation contained herein, it is agreed that the venue of such suit or action shall be in Garfield County, Colorado.

28. Attorneys' Fees; Survival. Should this Agreement become the subject of litigation, the substantially prevailing party shall be entitled to, and the failing party shall pay, all reasonable attorneys' fees, expenses, and court costs. All rights concerning remedies and/or attorneys shall survive any termination of this Agreement.

29. Authority. Each person signing this Agreement represents and warrants that he is fully authorized to enter into and execute this Agreement, and to bind the party it represents to

the terms and conditions hereof.

30. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which, when taken together, shall be deemed one and the same instrument.

31. Notice. All notices required under this Agreement shall be in writing and shall be hand-delivered or sent by registered or certified mail, return receipt requested, postage prepaid, to the addresses of the parties herein set forth. All notices so given shall be considered effective seventy-two (72) hours after deposit in the United States mail with the proper address as set forth below. Either party by notice so given may change the address to which future notices shall be sent.

Notice to City:	City of Rifle P. O. Box 1908 Rifle, CO 81650
With copy to:	Karp Neu Hanlon, P.C. P. O. Drawer 2030 Glenwood Springs, CO 81602
Notice to Developer:	Savage Limited Partnership I c/o John Savage, Manager P.O. Box 1926 Rifle, CO 81650

32. Gender. Whenever the context shall require, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

WHEREFORE, the parties hereto have executed duplicate originals of this Agreement on the day and year first written above.

CITY OF RIFLE, COLORADO

By: _____  
Mayor

ATTEST:

---

Clerk



## SAVAGE LIMITED PARTNERSHIP I

By: _____  
Name: _____  
Title: _____

[illegible]

Acknowledged, subscribed, and sworn to before me this ____ day of _____, 2022, by John Savage as Manager of Savage Limited Partnership I.

WITNESS my hand and official seal.

My Commission expires: _____.

Notary Public

# EXHIBIT A

## PARKLAND DEDICATION FEE CREDITS

NP7 12/13/2021	LOTS	ACRES owed	ACRES credited	IN LIEU PD.	ACRES +/-	Credit acres
MEADOWS SIA CREDIT			3.6490			3.6490
RAYNARD DITCH TRAIL ROW			0.0544			3.7034
Filing 1 Open Space 1.816@25%			0.4540			4.1574
Morrow Draw Trail ROW 15'X807.12'			0.2780			4.4354
Morrow Draw Open Space 25%			0.4350			4.8704
Filing 1 SFR Final Plat	24	0.5880			0.5880	4.2824
Filing 1 MFR Final Plat	12	0.2520			0.2520	4.0304
Filing 2 Final Plat	28	0.8781			0.8781	3.1523
Raynard Trail Const. Credit			0.2604		0.0000	3.4127
Filing Three Final Plat	27	0.2509			0.2509	3.1618
Filing Three Open Space @25%			0.6065		0.0000	3.7683
Filing Four SFR	8	0.0836			0.0836	3.6847
Filing Four Duplex	12	0.1882			0.1882	3.4965
Filing Six SFR Final Plat 100%	18	0.5845			0.5845	2.9320
Filing Six SFR Build. Permit 100%	18	0.5845			0.5845	2.3675
Filing 6 Lots 15-18 split final plat 100%	4	0.1254			0.1254	2.2421
Filing 6 Lots 15-18 split Build Permit 100%	4	0.1254			0.1254	2.1167
Filing 7 25 lot final plat 100%	25	0.7840			0.7840	1.3327
Filing 7 25 lot Building Permit 100%	25	0.7840			0.7840	0.5487

EXHIBIT B

REVOCABLE LICENSE AREA FOR LOTS 5, 6, 7, 8, AND 9



## EXHIBIT C

### IMPACT FEES DUE AT FINAL PLAT

SIA sec.	DESCRIPTION	FINAL PLAT	BUILDING PERMIT	
		Total	per lot	
2C	WATER RIGHTS DEDICATION	\$11,250.00	TBD	Note 1
2D	PARKLAND DEDICATION	\$0.00	n/a	Note 2
2E	OFFSITE ST. IMPACT FEE	\$51,295.55	TBD	Note 3
2F	NTUPZ FEE	\$46,500.00	\$0.00	Note 4
	STORMWATER Detention maint.	\$5,000.00		Note 5
	<b>TOTALS</b>	<b>\$114,045.55</b>	<b>\$0.00</b>	

Note 1	Water Rights Deductions assume a maximum of 5000 sq. ft. irrigated per SFR lot and 2500 sq. ft. per Duplex lot. Additional fees may be due at Building Permit depending on calculated water usage			
Note 2	Credits remaining after NP 7 lots:	transfer to GMD for The Farm	0.54866	acres
Note 3	34% due at FP, Fee due at Building Permit is 66% of the then applicable fee			
Note 4	All NTUPZ Fee paid at Final Plat per Annexation Agreement			
Note 5	Stormwater detention pond to be dedicated to the City. Developer offers \$5,000 to defer future maintenance			

## EXHIBIT D

### COST ESTIMATE OF PUBLIC IMPROVEMENTS

Preliminary estimates to be replaced with actual bid amounts prior to recording Final Plat.

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
10	MOBILIZATION	1.00	LS	10,650.00	10,650.00
12	TRAFFIC CONTROL	1.00	LS	4,150.00	4,150.00
14	SILT FENCE	1,600.00	LF	4.75	7,600.00
20	CLEAR & GRUB 4"	0.80	ACRE	2,625.00	2,100.00
30	OVERLOT GRADING	2.70	ACRE	1,175.00	3,172.50
40	POND REGRADING	1.00	LS	1,745.00	1,745.00
50	REMOVE CONCRETE	1,500.00	SF	1.33	1,995.00
60	REMOVE ASPHALT	4,000.00	SF	0.56	2,240.00
70	SUBGRADE	3,900.00	SY	2.70	10,530.00
95	CONCRETE PREP ALL	9,420.00	SF	2.40	22,608.00
100	ASPHALT PREP / PATCH PREP	3,090.00	SY	15.40	47,586.00
110	MOUNTABLE C&G W/ SIDEWALK	670.00	LF	111.50	74,705.00
120	18" VERTICAL CURB	520.00	LF	41.00	21,320.00
122	12" MOUNTABLE CURB & GUTTER	600.00	LF	34.50	20,700.00
124	SIDEWALK W/ ADA PLATES	1,145.00	SF	17.00	19,465.00
126	VALLEY PAN & FILLETS	1,470.00	SF	14.80	21,756.00
130	ASPHALT PAVING	3,090.00	SY	39.00	120,510.00
140	SEWER MAIN / CONNECT TO EXISTING	1.00	EA	12,375.00	12,375.00
150	8" SEWER MAIN W/ BEDDING	650.00	LF	77.00	50,050.00
160	SEWER MANHOLES	4.00	EA	4,800.00	19,200.00
170	SEWER SERVICES W/ BEDDING & CLEAN OUTS	25.00	EA	2,525.00	63,125.00
180	8" WATER MAIN / CONNECT TO EXISTING	1.00	EA	9,300.00	9,300.00
190	8" WATER MAIN	680.00	LF	98.75	67,150.00
200	FIRE HYDRANTS	2.00	EA	9,800.00	19,600.00
210	WATER SERVICES / PITS BY OTHERS	25.00	EA	3,400.00	85,000.00
220	ADD STORM INLET / NEED DETAILS	1.00	EA	4,600.00	4,600.00
230	REPLACE STORM OUTLET / NEED DETAILS	1.00	EA	5,750.00	5,750.00

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
240	2" SCH 40 CONDUIT / SUPPLY & INSTALL ONLY	7,500.00	LF	4.85	36,375.00
250	4" SCH 40 CONDUIT SLEEVES W/ SWEEPS	12.00	EA	1,370.00	16,440.00
260	STOP SIGNS	4.00	EA	570.00	2,280.00
<b>GRAND TOTAL</b>					<b>784,077.50</b>



**Agenda Item #9.a.**

**Agenda Item Name:**

Consider Rifle City Hall Phase 3 Construction Manager/General Contractor Firm

**Presenter:**

Tom Whitmore, Parks & Recreation Director

**Item Description:**

Proposals were received from FCI Constructors and PNCI Construction, Inc., for Construction Manager/General Contractor for Rifle City Hall Phase 3.

Staff and Phil Vaughan, Phil Vaughan Construction Management, will review the process of selection, and the recommendation of the selection committee.

**Recommended Action:**

Staff recommends approval of PNCI Construction, Inc., as Construction Manager/General Contractor, for pre-construction services and construction of Rifle City Hall Phase 3, and requests authorization to enter into a contract with PNCI, pending satisfactory contract review by the City Attorney.

**Fiscal Impact:**

Pre-construction services in the amount of \$10,000.00 will be expended from the budgeted amount of \$300,000.00, for 2022.

**Operational Impact:**

During the pre-construction/design period for Phase 3, there will be some operational impact. Staff time of the City Manager, Parks and Recreation/Grounds & Facilities Director, and the Facilities Maintenance Tech., will be committed and involved in the process.

**Prior Board Motions:**

On March 2, 2022, City Council approved Owner's Representative Services and Architectural/Design Services for Phase 3, for \$248,677.00.

**Background Information:**

Staff solicited a Request for Proposals for CM/GC firms for Rifle City Hall Phase 3. Advertisements were placed in both the Citizen Telegram and Post Independent newspapers. Western Colorado Contractors Association was notified and 3 local firms were invited directly. 3 firms declined the invitation due to work-in-progress and 2 firms submitted proposals; FCI Constructors and PNCI Construction, Inc., both of Grand Junction. Each proposal was reviewed and scored by a committee of 5 people. Each firm was deemed to have the skill and resources to handle this work. The scoring margin between firms was extremely narrow. After reviewing and scoring of the proposals, the committee recommends PNCI as the CM/GC for pre-construction services and construction of Rifle City Hall Phase 3.



\$300,000.00 was budgeted in the Capital Fund for 2022 for City Hall Phase 3 design. With \$248,677.00 committed to the Owner's Rep and Design services at a prior meeting, \$51,323.00 remains available to cover CM/GC pre-construction services of \$10,000.00.

With the approval of this item, PNCI will also be the CM/GC for the construction of the Phase 3 scope of work. PNCI will be involved during the design. Following completion of design, PNCI will submit a Guaranteed Maximum Price (GMP) proposal for Council consideration in September.

The GMP number will represent 2023 construction and will be used for 2023 budgeting. Staff may return to Council for approval of early procurement late in 2023, if the project is authorized to advance.

**Executive Summary:**

None

**Notification Requirements:**

None

**Prepared By:**

Tom Whitmore, Parks & Recreation Director

**Attachments:**

1. 2022-02-26-DRAFT-Rifle City Hall Ph 3- Pre-Construction Services-EMR-General Conditions-Construction Fee Worksheet
2. 2022-02-26-DRAFT-Rifle City Hall Ph 3-Committee-CM-GC-Scoring Worksheet
3. 2022.03.25 FCI CMGC RFP Response Rifle City Hall Ph 3.0
4. FCI Fee Proposal
5. 2022.03.25 PNCI CMGC RFP Response Rifle City Hall Ph 3.0
6. PNCI Fee Proposal
7. Purchase Request PNCI City Hall Phase 3



Committee Scoring

	Possible Score	Company A	Company B
1. Management Experience and Capabilities - 25%	25	0	0
- Qualifications of the firm principals   - Qualifications of the proposed team members   - Preconstruction services experience and capabilities			
2. Project Approach - 20%	20	0	0
- Understanding of the scope of services requested   - Project methodology   - Approach to estimating, subcontractor selection and cost containment during preconstruction and construction			
3. Project Experience and Capabilities - 25%	25	0	0
- Large-scale construction experience and capabilities   - Mountain construction experience and capabilities   - Public projects experience and capabilities   - Green building experience and capabilities   - Relevant similar size and scale projects/References			
4. Financial Stability and Capacity - 5%	5	0	0
- Financial Standing   - Bankruptcies, lawsuits, liens			
5. Fee Proposal - 25%	25	0	0
- Being a public entity, the City of Rifle must be fiscally responsible, however the qualifications based assessment criteria mean that the low bidder will not be guaranteed selection   - The preconstruction fee (includes reimbursable), General Conditions and Change order markups will all be evaluated as part of this section.			
Total Score	100	0	0
Scoring Rank		1	1

Scoring Guide

100%	Significantly exceeds expectations
80%	Exceeds expectations
60%	Meets expectations
40%	Didn't meet expectations
20%	Significantly didn't meet expectations
0%	Fail

**Scoring Guide**

100%	Significantly exceeds expectations
80%	Exceeds expectations
60%	Meets expectations
40%	Didn't meet expectations
20%	Significantly didn't meet expectations
0%	Fail





**Request for Proposals  
Construction Manager / General Contractor  
Rifle City Hall Phase 3**



Regional leader  
in commercial construction  
Colorado • Arizona • New Mexico  
Wyoming • North Dakota • Utah

3070 I-70B, Bldg. A  
Grand Junction, CO 81504  
Phone: 970.434.90939 / Fax:  
970.434.7583  
[www.fcior.com](http://www.fcior.com)

March 21, 2022

Tom Whitmore  
Parks and Recreation Director  
City of Rifle  
202 Railroad Ave.  
Rifle, CO 81650

RE: Rifle City Hall Phase 3 Improvements

Dear Mr. Whitmore:

It is my pleasure to submit to you our proposal and qualifications of FCI Constructors and our team for the Rifle City Hall Phase 3 Improvements. It has been a pleasure working with the City on the previous two phases and we are committed to continuing to provide you with the highest quality of service. At FCI, we pride ourselves in giving the best in customer service and in being a partner and a resource to our clients throughout the project.

As you are aware, FCI is headquartered in Grand Junction and is an employee-owned, Commercial Contractor, building projects and maintaining relationships with local subcontractors and suppliers on the Western Slope. We continue to deliver projects utilizing the highest quality expertise and craftsmanship, while collaborating heavily with our clients and design partners to meet project goals. FCI is one of the largest most capable construction management firms on the Western Slope of Colorado. Our culture was established long ago to assure a remarkably responsive, highly personalized approach to client service. From each project's initial needs assessment to its final punch list review our "client-focused" service is reflective of this personalized culture. Our project team brings valuable listening, organizational and problem-solving skills to the decision-making process, allowing for a smoother experience, fewer change orders, with the number one goal of every project being accomplished on schedule and within budget.

We have selected the same FCI Project Team that delivered the Phase 2 Improvements- John Lupfer, Project Manager and Troy Reynolds, Project Superintendent. This team's knowledge of the building, the renovations that have already been completed and relationships with the City and its staff will greatly attribute to the success of this project. John Lupfer will be our project leader and his leadership will be active throughout construction into project closeout. He will ensure that the vision of the project is maintained throughout and each team member is positioned for success.

FCI is committed to being a client service company and each of our team members will hold the complete satisfaction of the City of Rifle as our responsibility. We deliver our core values of **Trust, Hard Work, Honest, and Professionalism** in every decision we make towards the outcome of your project. These values are the foundation upon which we have built our reputation and we look forward to becoming a member of your team on this exciting project.

Thank you for considering the FCI CM/GC team for the Rifle City Hall Phase 3 Improvements. **We acknowledge the receipt of Addendum #1 dated March 16, 2022.** Please contact me should you have questions or require any additional information.

Sincerely,

A handwritten signature in blue ink, appearing to read "Brad Keller", is written over a light blue circular stamp.

Brad Keller  
Vice President Grand Junction Operations  
FCI Constructors, Inc.  
3070 I-70B, Bldg. A  
Grand Junction, CO 81504



**About Us.** FCI is a Colorado-based, **employee-owned** firm specializing in construction projects that center around the well-being and development of our communities. We take pride in partnering with local subcontractors and capturing the best value, maximizing quality, and ensuring client satisfaction. Our Grand Junction office is our company headquarters. In the last five years alone, company-wide, we have proudly and successfully completed \$503,865,347 of work in the municipal sector. Ninety-nine percent of all work we have completed in the past five years has been CM/GC projects. Experience has shown us that the most important service we provide is guidance at every stage of the project, from pre-construction through successful completion. **Therefore, our approach is based on a proven philosophy wherein the Owner, Architect and FCI agree to work together as a cohesive team.**

**Experienced Team.** FCI has been managing construction projects of all sizes and scope on the Western Slope for over 43 years. Your proposed team members completed the Rifle City Hall Phase 2 Improvements and have extensive experience in completing fast-track renovation projects of similar size and scope. The members of our team have been chosen to offer their respective expertise to each phase of your project - from now through warranty period. They understand the complexities of municipal buildings, phased renovations and the myriad of factors intertwining each within your project.

**FCI Safety Measures.** We understand the potential and inherent safety concerns associated with construction during an on-going pandemic, and will place a high degree of emphasis on the safety of all workers and visitors, and take every precaution to prevent spread of disease in compliance with all local, state and federal ordinances.

**Financial Strength.** FCI has the track record, resources, financial stability, established bonding capacity, and solid insurance coverage to undertake and successfully complete your project. Our bonding capacity reaches \$150,000,000 per project, with an aggregate capacity of \$750,000,000.

## **Knowledge of Subcontractor Market & Local**

**Construction Experience.** FCI has been working and developing beneficial working relationships with a variety of subcontractors, suppliers, permitting officials and design professionals in Colorado since 1978. Having worked on Design-Build, CM/GC, and Competitive Bid projects in Colorado for years, we have immersed ourselves in the subcontracting community to better use local resources

for the sake of the work and to improve relations between our clients and local businesses. FCI's long standing relationships with subcontractors and history of successful projects in Colorado allows us to pull from a database of over 4,000 Colorado vetted and qualified subs with which to work. We are familiar with many subcontractors' work history, as well as their history of reasonable bid price submissions, quality control, responsiveness of warranty issues, flexibility and cooperation when resolving issues, etc. However, we follow a subcontractor selection process to identify and qualify subcontractors regardless of whether or not FCI has worked with them. FCI is currently finishing two large projects in Rifle for Grand River Health. Our strong relationships with local subcontractors and suppliers that help to reduce project costs and ensure high quality, timely project completion.

## **Project Contact & Managing Office:**

Brad Keller, Vice President of Grand Junction Operations  
3070 I-70B, Bldg. A  
Grand Junction, CO 81504  
(970) 434-9093  
bkeller@fciol.com

## **Mission Statement**

To be a forthright construction company delivering exceptional projects and services for engaging clients in a culture based on trust, honesty, hard work, and professionalism. Our employee-owners prosper in a challenging and rewarding environment.

## **Vision Statement**

Exceeding our commitments through outstanding performance and innovative client-centered solutions.

## **Brand Promise**

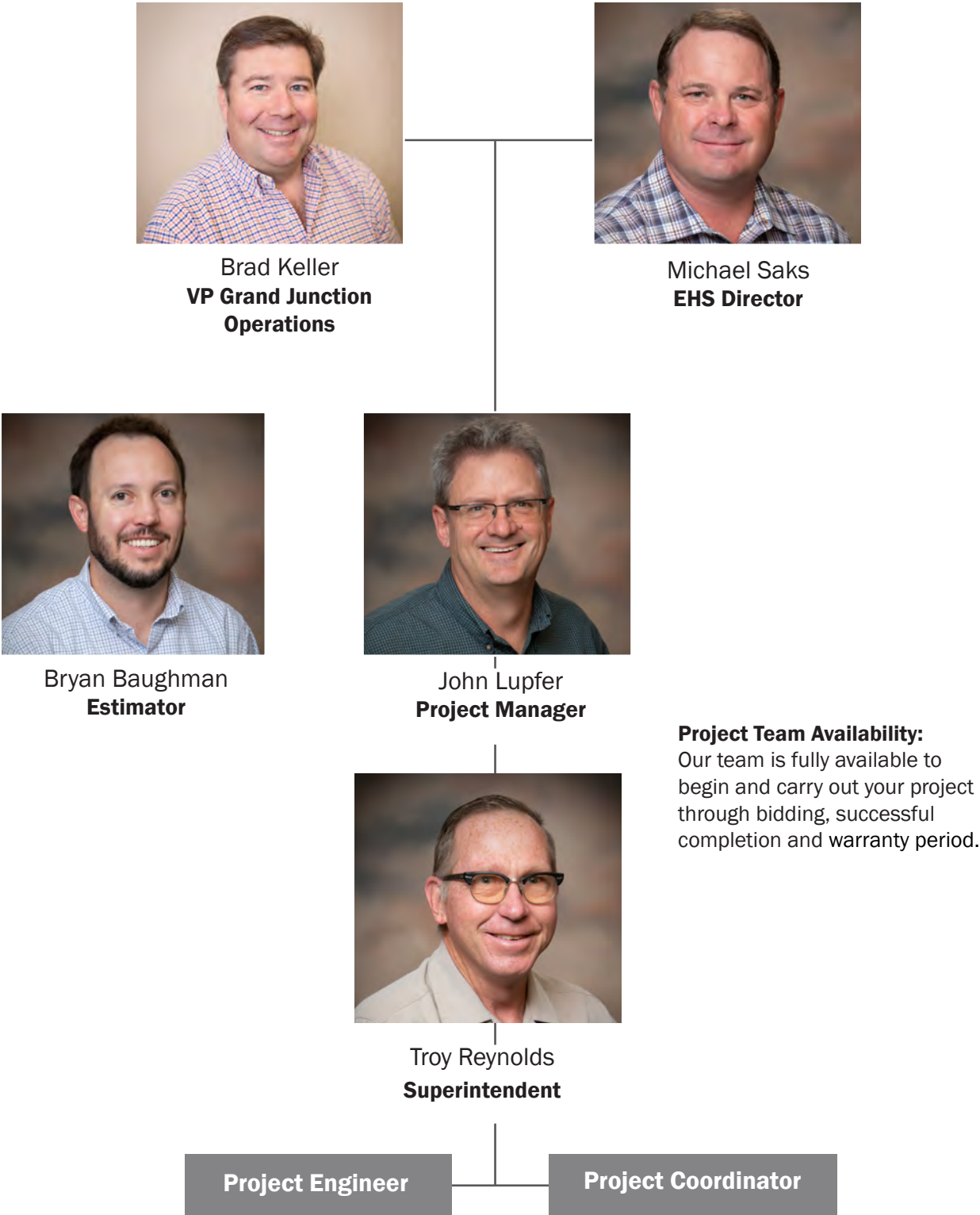
Focused on Your Vision

## **Core Values**

- Trust
- Hard Work
- Honest
- Professional



CM/GC Team Organizational Chart





## **JOHN LUPFER, Project Manager**

John is your primary contact during all phases of the project. All information will be processed through him, which provides a consistent, single point of responsibility from start to finish and eliminates the learning curve at the point of turnover from pre-construction to construction operations. He will coordinate and schedule weekly meetings as necessary during pre-construction and construction phases to make certain that all involved Team Members are informed as to what decisions need to be made in the time frames necessary to keep the projects on track for success.

Project management is much more than controlling costs, completing a project on-time, setting quality standards and ensuring that we provide a safe job site. It's how our team approaches the project that sets us apart from our competition. Long before we discuss schedule, costs and / or quality, it's important that we understand the client's vision and goals to create a team that is built on integrity, experience and trust. Through effective communication with the team, we'll have a clear and precise understanding of the client's expectations which will allow us to move forward successfully.

Being the primary contact during the project allows John the opportunity to implement the project execution plan developed during the design and pre-construction phases. During construction his primary responsibility is to ensure project success in the areas of schedule, budget, quality, safety and client satisfaction.

## **TROY REYNOLDS, Superintendent**

Troy's input on the Rifle City Hall project during construction is extremely valuable in that his knowledge of construction of similar-type facilities leads to an accurate understanding of the necessary, critical elements involved, from both a timing and a cost perspective.

As Superintendent Troy will be responsible for the physical construction of this project, including general coordination, planning and scheduling of subcontractors and FCI crews. It is his responsibility to relay news about construction activities, address questions or concerns, distribute information about milestones, closures, service disruptions, and traffic patterns. Troy is also accountable for job site safety and quality control. He will be on-site full time once construction commences.

## **BRYAN BAUGHMAN, Estimator**

Bryan is responsible for the final document review budgeting and coordination of subcontractor bids and correspondence. He performs the quantity take-offs, pricing consolidation, bid analysis, value engineering and research necessary to ensure accurate estimates throughout the pre-construction process. He works with subcontractors and suppliers to provide the latest product information and constructability and life-cycle analyses for specified materials. Bryan is also responsible for the recruitment of local subcontractors, ensuring we maximize local subcontractor participation for this project.

## **MICHAEL SAKS, EHS Director**

Michael is responsible for monitoring and maintaining OSHA and Quality Assurance compliance on FCI projects. His 19 years of experience in construction inspection, quality control and safety compliance ensure a high standard of quality and job safety on all FCI projects. Michael will make regular site visits as part of his routine inspection operation.

# John Lupfer

## Project Manager

IN INDUSTRY: 2000  
WITH FCI: 2014



### EDUCATION

OSHA 10-Hour

### REFERENCES

Cathy Story  
Hilltop Community Services  
(970) 242-4400

Jeff Bown  
Alpine Bank  
(970) 254-2024

Dan Adams  
Mesa County Facilities  
(970) 244-3232

Peter Icenogle  
Blythe Group + co  
(970) 242-1058

John Lupfer joined FCI in 2014 bringing 31 years of Construction Industry experience. He has extensive project management and supervisory skills and a proven history of completing complex, fast-track projects on time and within budget.

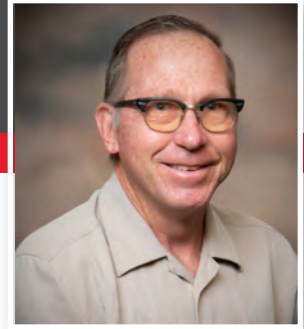
John will be the FCI Team Leader. He will oversee and direct all aspects of the project from pre-construction to project close out. John brings his related experience to this project, and he will be responsible for total project success.

### REPRESENTATIVE PROJECTS

- **City of Rifle City Hall Phase 2 Improvements - Rifle, CO [\$1,467,011]**
- **City of Rifle City Hall Upgrades Phase 1 Improvements - Rifle, CO [\$42,884]**
- Mesa County Community Services & Workforce Center Remodel - Grand Junction, CO [\$315,248]
- Mesa County Community Services & Workforce Center Remodel - Grand Junction, CO [\$498,428]
- Hilltop Phase IV Cottages at the Commons - Grand Junction, CO [\$4,206,567]
- Stop and Save Horizon Drive - Grand Junction, CO [\$2,360,721]
- Hilltop Patio Homes at Fountain Hills Phase 2 - Grand Junction, CO [\$2,301,338]
- Hilltop Patio Homes at Fountain Hills Phase 1 - Grand Junction, CO [\$1,967,755]
- Hilltop Cottages Phase 3 - Grand Junction, CO [\$1,967,755]
- Loma Eastbound Port of Entry - Loma, CO [\$1,720,755]
- Taco Bell North Avenue - Grand Junction, CO [\$1,631,997]
- Mesa Valley Community School Renovation - Grand Junction, CO [\$1,217,218]
- Hilltop Bacon Campus Life Safety Upgrades - Grand Junction, CO [\$1,140,109]
- Mesa County Detention Center Facility Kitchen Sewer Repairs - Grand Junction, CO [\$703,335]
- Mesa County Detention Center Shower Renovation - Grand Junction, CO [\$366,345]
- Hilltop Bacon Campus Meds & Dining Addition - Grand Junction, CO [\$681,493]
- Alpine Bank Remodel- Grand Junction, CO [\$649,736]
- Einstein Bagels / Qdoba - Fruita, CO [\$611,131]
- Fuoco Motors - GMC/Cadillac Remodel 2017 - Grand Junction, CO [\$592,691]

# Troy Reynolds Superintendent

IN INDUSTRY: 1999  
WITH FCI: 1990



## EDUCATION

OSHA 40-Hour Training

## REFERENCES

Cathy Story  
Hilltop Community Services  
(970) 242-4400

Josh Miller, Construction  
Manager  
Eagle County  
(970) 230-1782  
josh.miller@eaglecounty.us

Don Kendall  
Hilltop Community Services  
(970) 244-0808  
don@htop.com

Dana Dalla Betta  
formerly with  
Habitat for Humanity  
(970) 923-8702

Troy joined FCI in 1999 and worked his way up from Finish Carpenter to Foreman to Superintendent. He has extensive project management and supervisory skills and a proven history of completing complex, fast-track projects on time and within budget.

As Superintendent, Troy is responsible for the physical construction of this project, including general coordination, planning and scheduling of subcontractors and FCI crews. It is his responsibility to relay news about construction activities, address questions or concerns, distribute information about milestones, closures, service disruptions, and traffic patterns. He is also accountable for job site safety and quality control.

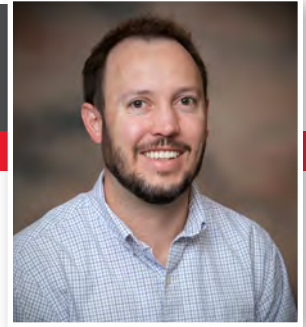
## REPRESENTATIVE PROJECTS

- **City of Rifle City Hall Phase 2 Improvements - Rifle, CO [\$1,467,011]**
- Hilltop Patio Homes at Fountain Hills Phase 2 - Grand Junction, CO [\$2,301,338]
- Hilltop Patio Homes at Fountain Hills Phase 1 - Grand Junction, CO [\$1,967,755]
- Hilltop Cottages Phase 3 - Grand Junction, CO [\$1,967,755]
- Eagle County Administration Remodel- Eagle, CO
- Eagle County Detention Center Booking & Control Remodel- Eagle, CO
- Hilltop Bacon Campus Unit 37 Remodel- Grand Junction, CO
- Habitat for Humanity ReStore - Glenwood Springs, CO [\$4,421,850]
- HopeWest Receiving Warehouse - Grand Junction, CO [\$416,019]
- Eagle County Facilities Workshop - Gypsum, CO [\$1,852,687]
- Halliburton Energy Services D Road Office - Grand Junction, CO
- Halliburton Energy Services D Road Shops- Grand Junction, CO
- Halliburton Energy Services Cameo Administration and Shop Buildings- Cameo, CO [\$1,372,061]
- Avon I-70 Regional Transportation Facility- Avon, CO [\$10,477,823]
- Colorado Mesa University Storage Facility Remodel - Grand Junction, CO [\$615,365]
- St. Mary's Hospital Shell-Floor Build-Out Head Walls -Grand Junction, CO
- Junction, CO
- Eagle County Justice Center- Eagle, CO
- Mesa County Courthouse Renovation- Grand Junction, CO
- Mesa County Justice Center- Grand Junction, CO
- Community Bank of Colorado Renovation- Grand Junction, CO
- Little Bookcliff Apartments Renovation- Grand Junction, CO
- Wells Fargo Renovations (Multiple Locations) - Grand Junction, CO

# Bryan Baughman

## Estimator

IN INDUSTRY SINCE: 2009  
WITH FCI SINCE: 2010



### EDUCATION

B.S. Construction  
Management  
Colorado State University

### REFERENCES

Colleen Kaneda  
Principal  
Dynamic Program Management  
(970) 390-0312

Sean Sugden, AIA  
EAPC Architects  
(701) 461-7451

Peter Icenogle  
BG+co  
(970) 242-1058

As Project Estimator, Bryan will perform the quantity take-offs, pricing consolidation, bid analysis, value engineering and research necessary to ensure the estimate provided was accurate. Bryan has knowledge of multiple types of construction in both the competitive bid and negotiated markets. With this background, as your estimator, he will ensure that most accurate and relevant pricing is integrated into your project budgeting process. His strong relationships with the subcontracting community benefits your project by allowing FCI to choose from the most qualified subcontractors with available resources, saving you time and money.

### REPRESENTATIVE PROJECTS

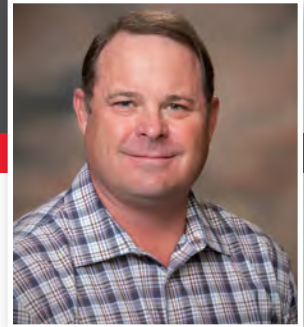
- **City of Rifle City Hall Phase 2 Improvements - Rifle, CO**  
[**\$1,467,011**]
- CDOT 13 Bay Mechanics Building - Grand Junction, CO  
[**\$4,688,512**]
- Timberline Bank Headquarters - Grand Junction CO  
[**\$17,736,651**]
- Eagle County Facilities Workshop - Gypsum, CO [**\$1,901,597**]
- Grand Junction Regional Airport Passenger Boarding Bridge - Grand Junction, CO [**\$1,287,072**]
- St. Mary's Hospital Diagnostic Imaging - Grand Junction, CO  
[**\$850,000**]
- Pitkin County Library Renovation & Expansion - Aspen, CO  
[**\$10,585,675**]
- City of Williston Pubic Works Phase 2 - Williston, ND [**\$23,000,000**]
- Trenton School Renovations - Trenton, ND [**\$7,400,000**]
- Missouri Ridge School - Williston, ND [**\$22,335,534**]
- Summit County School District High School Addition & Renovation - Breckenridge, CO [**\$23,386,362**]
- Roaring Fork School District Employee Housing [**\$5,873,773**]
- Carbondale Middle School Renovation - Carbondale, CO  
[**\$7,601,144**]
- Divide County District Improvements - Crosby, ND [**\$11,842,438**]
- Williston Fire Station No. 1 Renovation - Williston, ND [**\$1,761,430**]
- Two Rivers Community School Addition/Renovation - Glenwood Springs, CO [**\$5,793,566**]
- Tioga High School FACS Renovation - Tioga, ND [**\$227,462**]
- Pitkin County Library Renovation and Expansion Phases 1-3 - Aspen, CO [**\$10,585,675**]
- Mesa County Valley School District New Alternative High School - Grand Junction, CO [**\$7,625,074**]
- SH 82 Grand Avenue Bridge - Glenwood Springs, CO [**\$2,367,762**]



# Michael Saks

## Corporate EHS Director

IN INDUSTRY SINCE: 2001  
WITH FCI SINCE: 2013



### EDUCATION

Bachelor of Science,  
Occupational Safety and  
Health, Columbia Southern  
University

Industrial Hygiene  
Management Certificate,  
Columbia Southern  
University

Certified Construction Health  
& Safety Technician  
Board of Certified Safety  
Professionals

Michael brings over 20 years construction management experience in occupational environmental, safety, health and quality control fields. He has proven success in the development and implementation of environmental, safety, health and quality control policies and procedures as well as proven ability to successfully implement positive change resulting in decreased accidents and injuries and increased project controls efficiency. He possesses a “life-long-learner” attitude and continually seeks to further education and certifications. Michael also has extensive experience working with the U.S. Army Corps of Engineers and NAVFAC in the Pacific region.

### TRAINING AND CERTIFICATIONS

OSHA Authorized Construction  
Trainer

40hr. Construction Safety  
Hazard Awareness Training for  
Contractors

Construction Health and Safety  
Technician (CHST)

40 hr. HAZWOPER

OSHA 30 hour Course  
Certification

ACR Standard First Aid

ACR Adult CPR

NAVFAC Construction Safety  
& Health Certification Course,  
Level I

NAVFAC Construction Safety  
& Health Certification Course,  
Level II

KRS RF Safety Training Course

Mold Training for Contractors  
#2151369

Personal Protective Equipment

Hazardous Energy; Lock-out/  
Tag-out

Safway Sectional Scaffold  
Erector/Inspector

Forklift Train the Trainer

Lead Abatement Train the Trainer

Aerial/Man-lift

Fall Protection

Cranes

Excavation/Trenching

US Army Corps of Engineers  
Quality Control Management

Estimating and Bidding Course  
Certificate, Association for the  
Advancement of Cost Engineering  
(AACE)

Planning and Scheduling Course  
Certificate, AACE

ACI Concrete Transportation  
Construction Inspector

ACI Grade 1 Concrete Field  
Testing Certification #049738

ACI Concrete Strength Testing  
Technician

ACI Concrete Laboratory Testing  
Technician- Grade I

Precast/Prestressed Concrete  
Institute (PCI) Quality Control  
Personnel Certification Technician  
Level I

ICBO Reinforced Concrete Special  
Inspector #5206065-49

ICBO Structural Masonry Special  
Inspector #5206065-84

ICBO Spray Applied Fire Proofing  
Inspector #5209065-86

The Post-Tension Institute, Level 1  
Field Fundamentals Inspector  
#21504597

NICET Level I in Geotechnical  
Engineering Technology,  
Construction #114351

NICET Level I in Geotechnical  
Engineering Technology,  
Laboratory  
#114351

*Safety is our #1 Priority...0.75*  
2022 Experience Modification Rate

<b>Project Name:</b>	<b>Rifle City Hall Phase 2 Improvements</b>		
<b>Services provided:</b>	Selective demolition and subsequent renovation including architectural, mechanical, and electrical improvement. New South Entrance Pedestrian (ADA) ramp. Electrical updates to meet code. Office and bathroom renovations, new sewer line tie-in and fire alarm addition.		
<b>Delivery Method :</b>	CM/GC		
<b>Final Construction Cost:</b>	\$1,467,011		
<b>Construction Schedule:</b>	Start Date: August 2021 Completion Date: March 2022		
<b>Client:</b>	City of Rifle Tom Whitmore (970) 665-6489	<b>Architect:</b>	Jeff Johnson Jeff Johnson Architectural (970) 625-0580



<b>Project Name:</b>	<b>City of Rifle Art Dagne Pool Renovation</b>		
<b>Services provided:</b>	FCI was the CM/GC for the existing City of Rifle Pool facility. The goal of the project was to provide the best balance of aquatic amenities to meet the needs of Rifle's residents and the various user interests with savings through using the site of the current pool, which retains most of the existing parking lot, renovation of the existing bath house, and an existing waterslide and plunge pool. New construction consisted of new utilities, an equipment/mechanical building, and an additional locker room and concession sales area . A tube slide and speed slide were added along with a zero-depth entry leisure pool, a 25-yard 6-lane competition pool and a lazy river pool. Deck space, new concrete, shade shelters, and landscaped turf lounging areas was also added to the facility.		
<b>Delivery Method:</b>	CM/GC		
<b>Final Construction Cost:</b>	\$5,967,425		
<b>Construction Schedule:</b>	Start Date: 9/2019 Completion Date: 7/2020		
<b>Client:</b>	City of Rifle Tom Whitmore (970) 625-6262	<b>Architect:</b>	Jeff Johnson Architectural PC Jeff Johnson (970) 625-0580

<b>Project Name:</b>	<b>City of Grand Junction Public Safety Remodel, Grand Junction, CO</b>		
<b>Services provided:</b>	Remodel and reconfiguration of six different areas internal of an occupied/working public safety facility. Project consisted of two different phases in order to relocate personnel into new areas before working on areas they currently occupied.		
<b>Delivery Method :</b>	CM/GC		
<b>Final Construction Cost:</b>	\$315,248		
<b>Construction Schedule:</b>	Start Date: January 2021 Completion Date: May 2021		
<b>Client:</b>	City of Grand Junction Jay Valentine (970) 244-1517	<b>Architect:</b>	BG+co Mariah Magill (970) 242-1058



<b>Project Name:</b>	<b>Coloramo Fruita Branch - Fruita, CO</b>		
<b>Services provided:</b>	Coloramo Federal Credit Union new Fruita location consisted of the removal of three different buildings in order to clear the site for a new “gateway” feature into downtown Fruita. This new facility was a rather small footprint at only 2338 sq ft. This facility included some new space utilization with a more open teller experience including barrier-free transaction area with large, vaulted ceilings, and natural wood appeal. The HVAC design consisted of a VRF system in order to navigate the two wings on support space while keeping a large vault through the center. The buildings’ exterior consisted of five different material surfaces that had to blend well with the surroundings. Sitework consisted of undergrounding the existing overhead utilities, providing a drive-thru lane along with proper vehicle circulation. Landscaping, irrigation, site signage, and a local art piece were all incorporated into the small footprint of this site. A project schedule was developed to complete all scopes of work in anticipation of a fall opening.		
<b>Delivery Method:</b>	CM/GC		
<b>Final Construction Cost:</b>	\$1,699,558		
<b>Square Feet:</b>	2,338 SF		
<b>Construction Schedule:</b>	Start Date: 5/2020 Completion Date: 10/2020		
<b>Client:</b>	Amanda Piering Coloramo (970) 243-7280 Apiering@coloramo.org	<b>Architect:</b>	Peter Icenogle, AIA BG+co (970) 242-2268



<b>Project Name:</b>	<b>Avon Town Hall Renovation, Avon, CO</b>		
<b>Services provided:</b>	Tenant finish of 3-story, 14,000 sq/ft existing shell space. The first floor was constructed for Council Chambers and office space, The 2nd and 3rd floors are office space and future build-out. The project achieved LEED Gold. Sustainable features: 34% indoor water use reduction, 36% lighting power reduction, 100% of building electricity supplied from renewable sources (including a 28 kW PV system), 10% of building materials with recycled content, and outdoor air delivery monitoring for occupied spaces.		
<b>Delivery Method :</b>	CM/GC		
<b>Initial/Final Construction Cost:</b>	\$3,252,890 / \$3,955,279		
<b>Square Feet:</b>	14,000 SF		
<b>Construction Schedule:</b>	Start Date: January 2018 Completion Date: October 2018		
<b>Client:</b>	Justin Hildreth Town Engineer Town of Avon (970) 331-3741	<b>Architect:</b>	William Bussard (303) 861-8555



<b>Project Name:</b>	<b>Alpine Bank 4th Floor Remodel, Grand Junction, CO</b>		
<b>Services provided:</b>	Complete renovation of the entire fourth floor (5376 sq ft) located in downtown Grand Junction. Demo of all existing finishes, drywall, framing, bathrooms. Re-locate bathroom groups to new location, install new ductwork and vavs. Construct all new offices and open areas with steel stud framing and drywall. New ACT ceiling installed in entire space with new lighting and controls. Completed in 17 weeks.		
<b>Delivery Method:</b>	CM/GC		
<b>Initial/Final Construction Cost:</b>	\$579,071.		
<b>Square Feet:</b>	5,576 SF		
<b>Construction Schedule:</b>	Start Date: September 2019 Completion Date: December 2019		
<b>Client:</b>	Alpine Bank Jeff Brown (970) 625-7286	<b>Architect:</b>	Kraai Design Eric Kraai (970) 640-7898



<b>Project Name:</b>	<b>Mesa County Community Services &amp; Workforce Center Remodel, Grand Junction, CO</b>		
<b>Services provided:</b>	FCI was the CM/GC for the complete renovation of a 4400 sq ft area internal of the existing Mesa County building. Demo of all existing finishes, drywall, & framing. Install new ductwork and vavs. New client service areas were constructed with added client/staff separation to limit spread of viruses and provided added level of security. New ACT ceiling installed in entire space with new lighting and controls		
<b>Delivery Method:</b>	CM/GC		
<b>Final Construction Cost:</b>	\$498,428		
<b>Square Feet:</b>	4,400 SF		
<b>Construction Schedule:</b>	Start Date: March 2021 Completion Date: April 2021		
<b>Client:</b>	Mesa County Greg Linza, Mes County Facilities Parks & Fairgrounds Director (970) 244-3232	<b>Architect:</b>	Chamberlin Architects Eric Tscherter (970) 242-6804

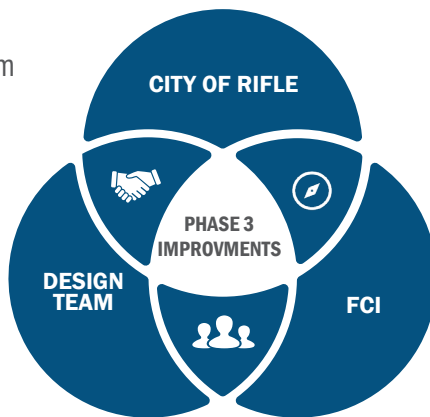
<b>Project Name:</b>	<b>Eagle County Offices Remodel, Eagle, CO</b>		
<b>Services provided:</b>	The Eagle County Remodel consisted of relocating the assessors dept front desk staff to other office space while we disassembled the reception counter, taking care to remove the walnut wood trim for reinstall later. The counter was rebuilt, new flooring installed, new lighting ,HVAC upgrades and all the interior finishes freshened up, either by replacing or refinishing. Then they were moved back in and the accessors and mapping dept was moved out and their offices were demoed and reconfigured, again salvaging as much existing walnut doors and trim as able and then rebuilt in a different configuration and similar finishes as the first stage.		
<b>Delivery Method :</b>	CM/GC		
<b>Final Construction Cost:</b>	\$696,994		
<b>Construction Schedule:</b>	Start Date: May 2016 Completion Date: October 2016		
<b>Client:</b>	Eagle County Rick Ullom (970) 328-8780	<b>Architect:</b>	Menendez Architects Luis Menendez, AIA (970) 544-4851

<b>Project Name:</b>	<b>Eagle County Detention Center Booking &amp; Control Remodel, Eagle, CO</b>		
<b>Services provided:</b>	This project consisted of a remodel of the booking area and central control room with demo and replacement of the existing built in work stations. It included plumbing, electrical and low voltage scopes of work. The project area was within a secure area of the facility. Temporary barriers were placed to provide work place access within the project areas. This project required great care in managing access and control of the work space. Detailed logistics for coordinating work in this active environment was very important for the coordination subcontracted trades selected for this project.		
<b>Delivery Method :</b>	CM/GC		
<b>Final Construction Cost:</b>	\$154,343		
<b>Construction Schedule:</b>	Start Date: July 2015 Completion Date: August 2015		
<b>Client:</b>	Eagle County Rick Ullom (970) 328-8780	<b>Architect:</b>	Reilly Johnson Architecture (303) 832-9111

## Key Objectives of FCI's Project Approach:

- Exemplary leadership, teamwork and communication throughout all stages of the project
- Provide timely and accurate information for decision making to keep project on schedule and within budget
- Open-book policy at all stages of the project (pricing, self performed work, billings during construction, monthly published expenditure reports and all other documentation).
- Ensure our Clients the best value, long term durability, safety and highest quality.

- ☑ Cohesive Team
- ☑ Collaboration
- ☑ Guidance



- Value analysis
- Competitively bid all trade packages to at least 3 bidders
- Open book policy with all bids, providing full transparency
- Subcontractor engagement and pre-qualification
- Researching sustainability options
- Discovering optimal materials and methods
- Ensure drawing coordination and clarity for all trades
- Phasing planning
- Bid packaging, if necessary

## Construction Process:

*With the start of work on site, we take our project execution plan developed during the preconstruction phase, coupled with our corporate policies and procedures (tailored to the specifics of this project), to keep tight control of cost, schedule and quality effectiveness.*

- Hold weekly meetings with all on site subcontractors to review schedule, safety, quality, problem areas, and changes to the project. Any problems identified as needing input and/or assistance from the Owner or Design Team is identified at these meetings as well as potential solutions.
- Hold weekly coordination meetings with the Owner and Design Team to review these same issues to ensure that the project stays on track and that the Owner and building occupants' expectations are being met.
- Weekly safety inspections are conducted by FCI.
- Identification and suggested resolution of potential issues as they arise.

## Schedule Management:

*FCI's project schedule control system begins with the Preconstruction team, the Project Manager and Superintendents analyzing of the scope of work to be completed. This analysis allows FCI to obtain a clear understanding of the project, which leads to a list of all necessary pre-*

## Project Kick-Off:

*FCI begins every project with the goal of positioning all Team members to be successful. Right from the start we identify:*

- Roles and responsibilities of each Team member.
- Goals and expectations of each Team member.
- All project stakeholders.
- Lines of reporting and communication.
- Critical project-related issues.

## Preconstruction:

*There are two documented facts that attest to the success of FCI's preconstruction phase services: 1) We have never failed to reach a mutually acceptable GMP with a client and 2) The final GMP estimates on our CM/GC projects have averaged about 2% below our previous estimates.*

- Participation in design
- Constructability review
- Feasibility studies
- Budget estimates with comparisons at each level of design
- Preliminary scheduling with updates at each level of design
- Collaboration with user groups + designers to develop options

#### *construction and construction activities.*

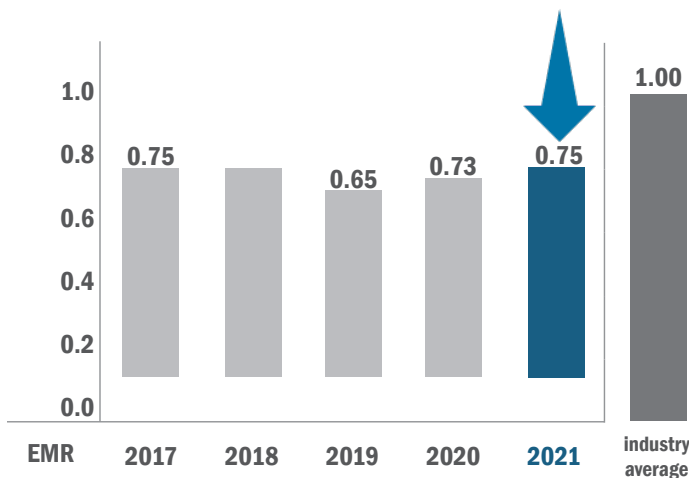
- 5-Week Look Ahead Schedules are developed by Superintendent for weekly subcontractor coordination meetings
- Weekly on site meetings are scheduled with all subcontractors to go over the five week schedule to determine any potential issues early for each scope.
- Monthly updating of master scheduling for continual monitoring of real time progress
- If any delays are identified, FCI will work to enhance the subcontracting labor pool or methods to expedite material delivery.

#### **Quality Control:**

*Prior to the commencement of construction activities, a pre-installation meeting will be conducted by FCI with the subcontractors. We communicate and establish the ground rules for workmanship.*

- Pre-qualification of subcontractors
- Review and commitment to individual subcontracting schedules
- Weekly coordination meetings with subcontractor to ensure safety, quality and performance standards are achieved.

#### **Current EMR & Safety Program:**



*FCI has full-time regional safety managers, who uphold FCI's level of safety through employee training and distribution of recent, relevant information. Our Safety Managers work with each Project Manager and Superintendent in developing project-specific safety plans. Each plan is adapted to the specifics of the site and job conditions-as well as client requirements. Our project safety manuals typically address issues such as:*

- Employee orientation of site safety plan procedures
- Site safety and security analysis
- Job hazard analysis
- Establishment of weekly tool box safety meetings

- Requirements for Personnel Protective Equipment (PPE)
- Employee conduct and competency criteria (including drug and alcohol regulations)
- Temporary service employee pre-screening requirements
- Preventative maintenance for equipment.
- Hazardous materials communications program
- Dust and debris control

#### **Project Closeout:**

*FCI is not only committed to starting strong but to finish strong.*

- Pre-punch list review of installed work by FCI Superintendent. If deficiencies are identified, a Pre-Punch Work List is prepared and distributed to respective subcontractors along with a scheduled completion date.
- Substantial completion date set.
- Items not yet completed by substantial completion date will be added to the recorded punch list to be completed before the established deadline.
- Operation and Maintenance Manuals and full set of project record provided to Owner
- Special systems training scheduled with respective subcontractors

#### **Warranty:**

*It is FCI's goal to exceed our clients' expectations.*

- Turnover of all written warranties as required by the specifications will be given to the Owner as specified in the contract
- Periodic site visits with maintenance staff for early detection of any issues that may arise
- Full accountability for all warranty claims within the first year of completion
- 11-month walk-through with the Owner, as appropriate, to identify any issues prior to warranty expiration.
- FCI, or the appropriate subcontractor, will return for one year to repair or replace any unsatisfactory portion of the work.

#### **Technology Utilized by FCI:**

##### *Pre-Construction:*

- OST (On Screen Take-Off)
- Custom database of historical costs
- Primavera Project Planner for Enterprise (P6)
- SmartBid database of subcontracting workforce
- Utilization of 3D BIM modeling

### Construction:

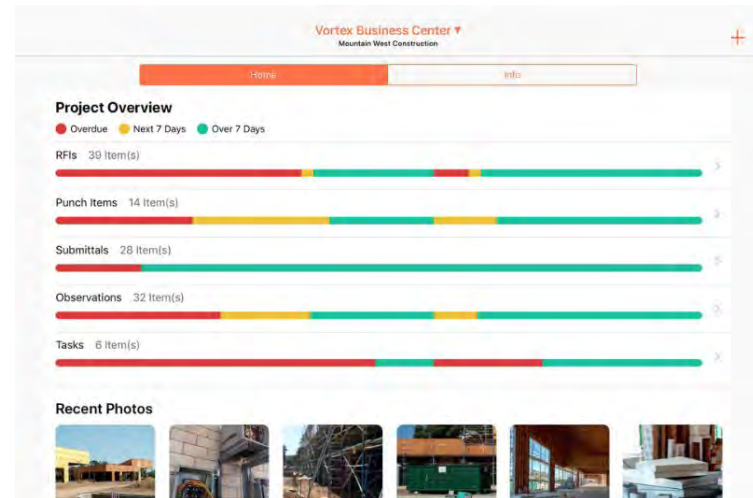
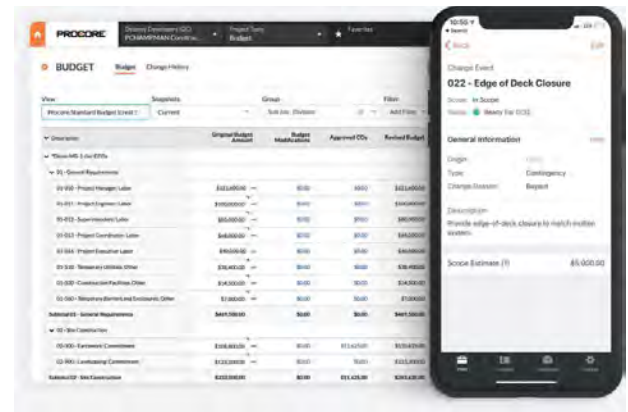
- ProCore Project Management
- Paperless Environment - all invoices, RFIs, submittals and communications are done electronically
- Utilization of on-site use of ipads and surface tablets to enable real time tracking of daily progress in the field
- ShareFile System that enables FCI's employees to easily manage data in the field with the sending and receiving of large files easily and efficiently.

### Rifle City Hall Long Lead & Risk Items & Phasing:

As early as possible, your team will identify materials with long lead times and work with you to procure those items. We have used many different sources for storage of procured materials such as connexs, offsite storage and temporary storage located on site. We will work as a team to identify what will be the best fit for this project. In addition, your Project Team is familiar with the building and location and will utilize the same staging logistics planning as implemented during the Phase 2 Improvements.

### Agreement to Maximum Price proposal:

FCI agrees to execute a Guaranteed Maximum Price proposal.





Cathy Story  
Hilltop Community Resources  
(970) 243-3333  
Email: cathys@htop.org

Kent Frieling  
Feather Petroleum  
(970) 242-5205  
Email: kfrieling@featherpetro.com

Ken Basinger  
ColCal  
(970) 245-0898  
Email: kbasinger@colcal.net

Dan Adams  
Mesa County Facilities  
(970) 244-3232  
dan.adams@mesacounty.us

Jeff Bown  
Regional Maintenance Supervisor  
Alpine Bank  
(970) 254-2024  
Email: jeffbown@alpinebank.com

Dana Dalla Betta  
*formerly with Habitat for Humanity*  
(970) 923-8702

Luis Menendez, AIA  
Menenndez Architects  
(970) 544-4851

March 3, 2022 Revision

**FCI CONSTRUCTORS**

**3/21/2022**

Rifle City Hall Ph. 3 Improvements		
Preconstruction Services	Fees-Staff & Consultant time	\$ 16,300.00
	Printing, Postage, Shipping	\$ 400.00
	Travel, Mileage, Hotel, Meals	\$ 1,300.00
TOTAL	Fees-Staff & Consultant time	\$ 16,300.00
	Printing, Postage, Shipping	\$ 400.00
	Travel, Mileage, Hotel, Meals	\$ 1,300.00
GRAND TOTAL		\$ 18,000.00

Please do not revise cells C10, C11 or C12 as these are formulas.

check TRUE

**Please attach hourly fee schedules for personnel**

<b>Interstate Experience Modification Rate</b>	<b>EMR Rate</b>
applied to Worker's Compensation Policy	
2021	0.73
2020	0.75
2019	0.65

**General Conditions Fee as a percentage of 1** **10%**  
**Cost of the work**  
**Note: Surety shall not be included in the Conditions Fees**

**Construction Fee as a percentage of the** **7%**  
**Cost of the Work**

**Change Order Fees** 7 % of the cost

- .1 For the Contractor, for Work performed by the Contractor's own forces 7 %
- .2 For the Contractor, for Work performed by the Contractor's Subcontractor 7 %



## Rate Worksheet - 2022

## Base Rates

Rev. 1/27/2022

Position	Hourly Rate
Project Executive/Director	\$ 157.00
Senior Project Manager	\$ 136.00
Project Manager	\$ 115.00
Assistant Project Manager	\$ 94.00
General Superintendent	\$ 125.00
Project Superintendent	\$ 105.00
Assistant Superintendent	\$ 94.00
Project Engineer	\$ 84.00
Office Engineer	\$ 74.00
Field Engineer	\$ 74.00
BIM Manager	\$ 115.00
BIM Technician	\$ 84.00
Sr Preconst Mgr/Precon Director	\$ 157.00
MEP Preconstruction Manager	\$ 147.00
Preconstruction Manager	\$ 115.00
Estimator	\$ 105.00
Corporate Safety Director	\$ 141.00
Regional Safety Manager	\$ 115.00
Project Coordinator	\$ 68.00
Carpenter Forman	\$ 72.00
Carpenter	\$ 63.00
Labor Foreman	\$ 53.00
Laborer	\$ 47.00

Rates are inclusive of labor burden costs, state and federal unemployment, worker's compensation, health insurance, vacation pay, retirement and safety compliance.

Rates are based on 40 hours per week. Overtime or Premium time rates will be charged at the rates noted above multiplied by 1.5.

Rates are exclusive of vehicle, cell phone, computer or other related expenses.

Rates are subject to a 3-5% increase starting 12 months past the date of the date that the Prime Agreement is executed.



# AIA Document A305™ – 2020

## Contractor's Qualification Statement

**THE PARTIES SHOULD EXECUTE A SEPARATE CONFIDENTIALITY AGREEMENT IF THEY INTEND FOR ANY OF THE INFORMATION IN THIS A305-2020 TO BE HELD CONFIDENTIAL.**

### SUBMITTED BY:

(Organization name and address.)

FCI Constructors, Inc.  
3070 I-70B, Bldg. A  
Grand Junction, CO 81504

### SUBMITTED TO:

(Organization name and address.)

Tom Whitmore  
Parks and Recreation Director  
City of Rifle  
202 Railroad Ave  
Rifle, CO 81650

### TYPE OF WORK TYPICALLY PERFORMED

(Indicate the type of work your organization typically performs, such as general contracting, construction manager as constructor services, HVAC contracting, electrical contracting, plumbing contracting, or other.)

General Contracting / Construction Management Services

### THIS CONTRACTOR'S QUALIFICATION STATEMENT INCLUDES THE FOLLOWING:

(Check all that apply.)

- ☒ Exhibit A – General Information
- ☒ Exhibit B – Financial and Performance Information
- ☒ Exhibit C – Project-Specific Information
- ☒ Exhibit D – Past Project Experience
- ☐ Exhibit E – Past Project Experience (Continued)

### ADDITIONS AND DELETIONS:

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### CONTRACTOR CERTIFICATION

The undersigned certifies under oath that the information provided in this Contractor's Qualification Statement is true and sufficiently complete so as not to be misleading.

Organization's Authorized Representative  
Signature

March 18, 2022

Date

Shane Haas, President  
Printed Name and Title

### NOTARY

State of: Colorado

County of: Mesa

Signed and sworn to before me this 18th day of March 2022.

Notary Signature

My commission expires: 02/0/2023

SARA ELIZABERTH DAVIS  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID #20194005801  
My Commission Expires February 8, 2023





# AIA[®]

# Document A305[™] – 2020

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Grand Junction, CO 81504

### SUBMITTED TO:

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Parks and Recreation Director  
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General Contracting / Construction Management Services

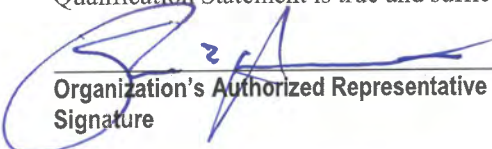
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*(Check all that apply.)*

- ☒ Exhibit A – General Information
- ☒ Exhibit B – Financial and Performance Information
- ☒ Exhibit C – Project-Specific Information
- ☒ Exhibit D – Past Project Experience
- ☐ Exhibit E – Past Project Experience (Continued)

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Signature

March 18, 2022  
Date

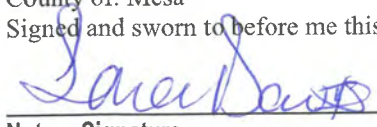
Shane Haas, President  
Printed Name and Title

### NOTARY

State of: Colorado

County of: Mesa

Signed and sworn to before me this 18th day of March 2022.

  
Notary Signature

My commission expires: 02/0/2023

**SARA ELIZABERTH DAVIS**  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID #20194005801  
My Commission Expires February 8, 2023

### ADDITIONS AND DELETIONS:

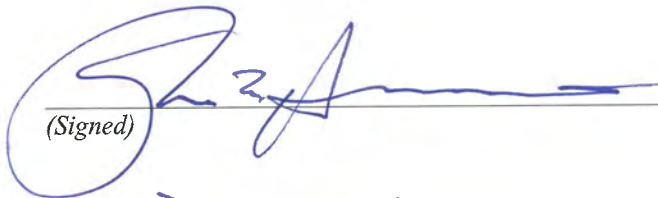
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## Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 11:50:58 ET on 03/18/2022 under Order No. 2114295968 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A305™ – 2020, Contractor's Qualification Statement, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

  
(Signed)

President  
(Title)

3/18/22  
(Dated)



# AIA Document A305™ – 2020 Exhibit A

## General Information

This Exhibit is part of the Contractor's Qualification Statement, submitted by FCI Constructors, Inc. and dated the 18th day of March in the year 2022.  
(In words, indicate day, month and year.)

### § A.1 ORGANIZATION

#### § A.1.1 Name and Location

##### § A.1.1.1 Identify the full legal name of your organization.

FCI Constructors, Inc.

##### § A.1.1.2 List all other names under which your organization currently does business and, for each name, identify jurisdictions in which it is registered to do business under that trade name.

N/A

##### § A.1.1.3 List all prior names under which your organization has operated and, for each name, indicate the date range and jurisdiction in which it was used.

Francis Constructors, Inc. 1978-2000

##### § A.1.1.4 Identify the address of your organization's principal place of business and list all office locations out of which your organization conducts business. If your organization has multiple offices, you may attach an exhibit or refer to a website.

3070 I-70B, Bldg.A  
Grand Junction, CO 81504  
www.fcio1.com

### § A.1.2 Legal Status

#### § A.1.2.1 Identify the legal status under which your organization does business, such as sole proprietorship, partnership, corporation, limited liability corporation, joint venture, or other.

Corporation

- .1 If your organization is a corporation, identify the state in which it is incorporated, the date of incorporation, and its four highest-ranking corporate officers and their titles, as applicable.

State of Colorado – July 14, 1978

Shane Haas, President

Clay Marshall, CFO

Jeff Erker, Bryan Hemeyer, Mike Foutz, Becket Hinson, Jeff Eades,

Brad Keller, Tony Seidling, Evan Walton – Vice Presidents

- .2 If your organization is a partnership, identify its partners and its date of organization.

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.3 If your organization is individually owned, identify its owner and date of organization.

.4 If the form of your organization is other than those listed above, describe it and identify its individual leaders:

§ A.1.2.2 Does your organization own, in whole or in part, any other construction-related businesses? If so, identify and describe those businesses and specify percentage of ownership.

N/A

### § A.1.3 Other Information

§ A.1.3.1 How many years has your organization been in business?

43

§ A.1.3.2 How many full-time employees work for your organization?

407

§ A.1.3.3 List your North American Industry Classification System (NAICS) codes and titles. Specify which is your primary NAICS code.

236220 – Commercial and Institutional Building Construction (PRIMARY)

237110 – Water and Sewer Line and Related Structures construction

237990 – Other Heavy and Civil Construction

§ A.1.3.4 Indicate whether your organization is certified as a governmentally recognized special business class, such as a minority business enterprise, woman business enterprise, service-disabled veteran owned small business, woman owned small business, small business in a HUBZone, or a small disadvantaged business in the 8(a) Business Development Program. For each, identify the certifying authority and indicate jurisdictions to which such certification applies.

N/A

### § A.2 EXPERIENCE

§ A.2.1 Complete Exhibit D to describe up to four projects, either completed or in progress, that are representative of your organization's experience and capabilities.

§ A.2.2 State your organization's total dollar value of work currently under contract.

\$850,000,000

§ A.2.3 Of the amount stated in Section A.2.2, state the dollar value of work that remains to be completed:

\$387,800,000

§ A.2.4 State your organization's average annual dollar value of construction work performed during the last five years.

FYE 2022 - \$572,000,000

FYE 2021 - \$505,690,751

FYE 2020 - \$501,876,700



FYE 2019 - \$456,913,218  
FYE 2018 - \$513,204,731

### § A.3 CAPABILITIES

§ A.3.1 List the categories of work that your organization typically self-performs.

All General Trades, Carpentry and Concrete

§ A.3.2 Identify qualities, accreditations, services, skills, or personnel that you believe differentiate your organization from others.

What sets FCI apart from our competition is our ability to provide experienced and proper resources from pre-construction through project closeout and our focus on providing the best customer service. When FCI was founded, it was with the philosophy that we would be a client focused organization. We stand by our core values of Trust, Hard Work, Honesty, and Professionalism in every decision we make towards the outcome of all our projects. In addition, FCI is an employee-owned corporation with each of our employees having a vested interest in the success of our company.

§ A.3.3 Does your organization provide design collaboration or pre-construction services? If so, describe those services.

FCI provides detailed estimates from conceptual and schematic plan milestones to full contract documents. These open-book detailed estimates allow for the project team to have a clear understanding of what we have included in our estimate in terms of quantity, as well as type and quality of material. This detailed information encourages dialogue between team members, ensuring that our estimate is consistent with Owner and Design Team intent. We utilize our experience and estimate review input from field personnel to spot items or potential cost impact not yet shown at the early stages of design.

§ A.3.4 Does your organization use building information modeling (BIM)? If so, describe how your organization uses BIM and identify BIM software that your organization regularly uses.

At FCI we use primarily Autodesk products. The most heavily used are particularly: Revit, Navisworks, AutoCAD Civil 3D, and AutoCAD MEP.

§ A.3.5 Does your organization use a project management information system? If so, identify that system.

Prolog Manager

### § A.4 REFERENCES

§ A.4.1 Identify three client references:

*(Insert name, organization, and contact information)*

Jim Pederson/Jeff Teats  
Timberline Bank  
633 24 Rd  
Grand Junction, CO 81505  
(970) 683-5560

Jim Combs  
Grand River Hospital District  
501 Airport Rd  
Rifle, CO 81650  
(970) 625-1510

Mike Stahl  
Hilltop Community Services  
1331 Hermosa Ave  
Grand Junction, CO 81506  
(970) 242-4400

§ A.4.2 Identify three architect references:

*(Insert name, organization, and contact information)*

Chamberlin Architects  
Daniel Gartner  
439 Main Street  
Grand Junction, CO 81501  
(970) 242-6804

BG+co  
Peter Icenogle  
622 Rood Ave.  
Grand Junction, CO 81501  
(970) 242-1058

Davis Partnership  
JD Dryer  
2901 Blake St., Suite #100  
Denver, CO 80205  
(303) 861-8555

**§ A.4.3** Identify one bank reference:

*(Insert name, organization, and contact information)*

Ron Sawyer  
Wells Fargo Bank West, N.A.  
359 Main Street  
Grand Junction, CO 81501  
(970) 248-4820

**§ A.4.4** Identify three subcontractor or other trade references:

*(Insert name, organization, and contact information)*

Mays Concrete  
PO Box 4150  
Grand Junction, CO 81502  
(970) 243-5669

Western Slope Iron  
670 23 Road  
Grand Junction, CO 81501  
(970) 243-9770

Superior Drywall  
1286 Chambers Ave. #200  
Eagle, CO 81631  
(303) 328-7125



# AIA Document A305™ – 2020 Exhibit B

## Financial and Performance Information

This Exhibit is part of the Contractor's Qualification Statement, submitted by FCI Constructors, Inc. and dated the 18th day of March in the year 2022.  
(In words, indicate day, month and year.)

### § B.1 FINANCIAL

#### § B.1.1 Federal tax identification number:

84-0763878

§ B.1.2 Attach financial statements for the last three years prepared in accordance with Generally Accepted Accounting Principles, including your organization's latest balance sheet and income statement. Also, indicate the name and contact information of the firm that prepared each financial statement.

Available upon request.

§ B.1.3 Has your organization, its parent, or a subsidiary, affiliate, or other entity having common ownership or management, been the subject of any bankruptcy proceeding within the last ten years?

No

§ B.1.4 Identify your organization's preferred credit rating agency and identification information.

(Identify rating agency, such as Dun and Bradstreet or Equifax, and insert your organization's identification number or other method of searching your organization's credit rating with such agency.)

Dun & Bradstreet #01-126-4421

### § B.2 DISPUTES AND DISCIPLINARY ACTIONS

§ B.2.1 Are there any pending or outstanding judgments, arbitration proceedings, bond claims, or lawsuits against your organization, its parent, or a subsidiary, affiliate, or other entity having common ownership or management, or any of the individuals listed in Exhibit A, Section 1.2, in which the amount in dispute is more than \$75,000?

(If the answer is yes, provide an explanation.)

No.

§ B.2.2 In the last five years has your organization, its parent, or a subsidiary, affiliate, or other entity having common ownership or management:

(If the answer to any of the questions below is yes, provide an explanation.)

.1 failed to complete work awarded to it?

No.

.2 been terminated for any reason except for an owners' convenience?

No.

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- .3 had any judgments, settlements, or awards pertaining to a construction project in which your organization was responsible for more than \$75,000?

No.

- .4 filed any lawsuits or requested arbitration regarding a construction project?

No.

**§ B.2.3** In the last five years, has your organization, its parent, or a subsidiary, affiliate, or other entity having common ownership or management; or any of the individuals listed in Exhibit A Section 1.2:

*(If the answer to any of the questions below is yes, provide an explanation.)*

- .1 been convicted of, or indicted for, a business-related crime?

No.

- .2 had any business or professional license subjected to disciplinary action?

No.

- .3 been penalized or fined by a state or federal environmental agency?

No.





# AIA Document A305™ – 2020 Exhibit C

## Project Specific Information

This Exhibit is part of the Contractor's Qualification Statement, submitted by FCI Constructors, Inc. and dated the 18th day of March in the year 2022.  
(In words, indicate day, month and year.)

### PROJECT:

(Name and location or address.)

Rifle City Hall Phase 3 Improvements  
202 Railroad Ave  
Rifle, CO 81650

### CONTRACTOR'S PROJECT OFFICE:

(Identify the office out of which the contractor proposes to perform the work for the Project.)

FCI Constructors, Inc.  
3070 I-70B, Bldg. A  
Grand Junction, CO 81504

### TYPE OF WORK SOUGHT

(Indicate the type of work you are seeking for this Project, such as general contracting, construction manager as constructor, design-build, HVAC subcontracting, electrical subcontracting, plumbing subcontracting, etc.)

General Contracting / Construction Management

### CONFLICT OF INTEREST

Describe any conflict of interest your organization, its parent, or a subsidiary, affiliate, or other entity having common ownership or management, or any of the individuals listed in Exhibit A Section 1.2, may have regarding this Project.

N/A

### § C.1 PERFORMANCE OF THE WORK

§ C.1.1 When was the Contractor's Project Office established?

July 1978

§ C.1.2 How many full-time field and office staff are respectively employed at the Contractor's Project Office?

123

§ C.1.3 List the business license and contractor license or registration numbers for the Contractor's Project Office that pertain to the Project.

City of Rifle General Contractor #057932

§ C.1.4 Identify key personnel from your organization who will be meaningfully involved with work on this Project and indicate (1) their position on the Project team, (2) their office

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location, (3) their expertise and experience, and (4) projects similar to the Project on which they have worked.

Please see attached project team resumes

§ C.1.5 Identify portions of work that you intend to self-perform on this Project.

Not known at this time.

§ C.1.6 To the extent known, list the subcontractors you intend to use for major portions of work on the Project.

Not known at this time.

## § C.2 EXPERIENCE RELATED TO THE PROJECT

§ C.2.1 Complete Exhibit D to describe up to four projects performed by the Contractor's Project Office, either completed or in progress, that are relevant to this Project, such as projects in a similar geographic area or of similar project type. If you have already completed Exhibit D, but want to provide further examples of projects that are relevant to this Project, you may complete Exhibit E.

§ C.2.2 State the total dollar value of work currently under contract at the Contractor's Project Office:

\$390,000,000

§ C.2.3 Of the amount stated in Section C.2.2, state the dollar value of work that remains to be completed:

\$177,800,000

§ C.2.4 State the average annual dollar value of construction work performed by the Contractor's Project Office during the last five years.

FYE 2022 - \$170,000,000

FYE 2021 - \$195,000,000

FYE 2020 - \$202,000,000

FYE 2019 - \$204,000,000

FYE 2018 - \$202,000,000

§ C.2.5 List the total number of projects the Contractor's Project Office has completed in the last five years and state the dollar value of the largest contract the Contractor's Project Office has completed during that time.

250 projects completed.

Largest contract amount - \$45,400,000

## § C.3 SAFETY PROGRAM AND RECORD

§ C.3.1 Does the Contractor's Project Office have a written safety program?

Yes

§ C.3.2 List all safety-related citations and penalties the Contractor's Project Office has received in the last three years.

Please see attachment

§ C.3.3 Attach the Contractor's Project Office's OSHA 300a Summary of Work-Related Injuries and Illnesses form for the last three years.

§ C.3.4 Attach a copy of your insurance agent's verification letter for your organization's current workers' compensation experience modification rate and rates for the last three years.

**§ C.4 INSURANCE**

**§ C.4.1** Attach current certificates of insurance for your commercial general liability policy, umbrella insurance policy, and professional liability insurance policy, if any. Identify deductibles or self-insured retentions for your commercial general liability policy.

**§ C.4.2** If requested, will your organization be able to provide property insurance for the Project written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis?

Yes.

**§ C.4.3** Does your commercial general liability policy contain any exclusions or restrictions of coverage that are prohibited in AIA Document A101-2017, Exhibit A, Insurance A.3.2.2.2? If so, identify.

No.

**§ C.5 SURETY**

**§ C.5.1** If requested, will your organization be able to provide a performance and payment bond for this Project?

Yes

**§ C.5.2** Surety company name:

USI Insurance Services

**§ C.5.3** Surety agent name and contact information:

Cory Clauss, Vice President – Surety  
6501 S. Fiddlers Green Circle, Suite 100  
Greenwood Village, CO 80111  
(303) 831-5218

**§ C.5.4** Total bonding capacity:

\$750,000,000

**§ C.5.5** Available bonding capacity as of the date of this qualification statement:

\$400,000,000

# **AIA**® Document A305™ – 2020 Exhibit D

## **Contractor's Past Project Experience**

	1	2	3	4
PROJECT NAME	Rifle City Hall Phase 2 Improvements	Pitkin County Courthouse Renovation	Alpine Bank 4 th Floor Remodel	Avon Town Hall Renovation
PROJECT LOCATION	Rifle, CO	Aspen, CO	Grand Junction, CO	Avon, CO
PROJECT TYPE	Municipal Renovation	Municipal Renovation	Renovation / Remodel	Municipal Renovation
OWNER	City of Rifle Tom Whitmoare (970) 665-6489	Pitkin County Jodi Smith (970) 925-5377	Alpine Bank Jeff Brown (970) 625-7286	Town of Avon Justin Hildreth (970) 331-3741
ARCHITECT	Jeff Johnson Architectural Jeff Johnson (970) 625-0580	Anderson Hallas Architects Dave Anderson (303) 278-4378	Kraai Design Eric Kraai (970) 640-7898	William Bussard (303) 861-8555
CONTRACTOR'S PROJECT EXECUTIVE	Brad Keller, Vice President of Grand Junction Operations	Brad Keller, Vice President of Grand Junction Operation	Brad Keller, Vice President of Grand Junction Operation	Brad Keller, Vice President of Grand Junction Operations
KEY PERSONNEL (include titles)	John Lupfer, Project Manager Troy Reynolds, Superintendent Bryan Baugman, Estimator	Brian Young, Project Manager Steve Jones, Superintendent Mike Potter, Estimator	John Lupfer, Project Manager Kurt Averill, Superintendent Mike Potter, Estimator	Adam Shuler, Project Manager Robert Stucky, Superintendent
PROJECT DETAILS	Contract Amount \$1,467,011  Completion Date February 2022  % Self-Performed Work 3	Contract Amount \$4,311,690  Completion Date September 2021  % Self-Performed Work 5	Contract Amount \$575,439  Completion Date December 2019  % Self-Performed Work 6	Contract Amount \$3,950,954  Completion Date October 2018  % Self-Performed Work 3
PROJECT DELIVERY METHOD	<input type="checkbox"/> Design-bid-build <input type="checkbox"/> Design-build <input checked="" type="checkbox"/> CM constructor <input type="checkbox"/> CM advisor <input type="checkbox"/> Other:	<input type="checkbox"/> Design-bid-build <input type="checkbox"/> Design-build <input checked="" type="checkbox"/> CM constructor <input type="checkbox"/> CM advisor <input type="checkbox"/> Other:	<input type="checkbox"/> Design-bid-build <input type="checkbox"/> Design-build <input checked="" type="checkbox"/> CM constructor <input type="checkbox"/> CM advisor <input type="checkbox"/> Other:	<input type="checkbox"/> Design-bid-build <input type="checkbox"/> Design-build <input checked="" type="checkbox"/> CM constructor <input type="checkbox"/> CM advisor <input type="checkbox"/> Other:
SUSTAINABILITY CERTIFICATIONS	N/A	N/A	N/A	N/A



OSHA's Form 300A (Rev. 01/2004)

Summary of Work-Related Injuries and Illnesses

All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the log. If you had no cases write "0."

Employees former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR 1904.35, in OSHA's Recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases			
Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	1	1	2
(G)	(H)	(I)	(J)

Number of Days	
Total number of days away from work	Total number of days of job transfer or restriction
63	20
(K)	(L)

Injury and Illness Types			
Total number of... (M)			
(1) Injury	4	(4) Poisoning	0
(2) Skin Disorder	0	(5) Hearing Loss	0
(3) Respiratory Condition	0	(6) All Other Illnesses	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave. NW, Washington, DC 20210. Do not send the completed forms to this office.

Establishment information

Your establishment name

FCI Constructors Inc.

Street

3070 Interstate 70 Business Loop, Bldg A.

City

Grand Junction

State

Colorado

Zip

81504

Industry description (e.g., Manufacture of motor truck trailers)

Commercial General Contractor

Standard Industrial Classification (SIC), if known (e.g., SIC 3715)

1542

OR North American Industrial Classification (NAICS), if known (e.g., 336212)

23620

Employment information

Annual average number of employees

424

Total hours worked by all employees last year

780,012

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Company executive

(970) 434-9093

Phone

CFO

Title

1/25/2022

Date

Page 314 of 486

OSHA's Form 300A (Rev. 01/2004)

Summary of Work-Related Injuries and Illnesses

All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the log. If you had no cases write "0."

Employees former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR 1904.35, in OSHA's Recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	3	2	0
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
30	61
(K)	(L)

Injury and Illness Types

Total number of... (M)			
(1) Injury	2	(4) Poisoning	0
(2) Skin Disorder	0	(5) Hearing Loss	0
(3) Respiratory Condition	3	(6) All Other Illnesses	0

The (3) days away from work cases represent COVID-19 infections, resulting in the (30) days away from work recorded below. Inclusive of these "recordable" cases, FCI's 2020 TRIR is 1.21 Excluding these illnesses, and only calculating injuries, FCI's 2020 TRIR is .49 Industry average TRIR is 1.9 (2019)

Establishment information

Your establishment name FCI Constructors Inc.

Street 3070 Interstate 70 Business Loop, Bldg A.

City Grand Junction State Colorado Zip 81504

Industry description (e.g., Manufacture of motor truck trailers)  
Commercial General Contractor

Standard Industrial Classification (SIC), if known (e.g., SIC 3715)  
1 5 4 2

OR North American Industrial Classification (NAICS), if known (e.g., 336212)  
2 3 6 2 2 0

Employment information

Annual average number of employees 435

Total hours worked by all employees last year 823,864

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Company executive

CFO  
Title

(970) 434-9093  
Phone

1/22/2021  
Date

Post this Summary page from February 1 to April 30 of the year following the year covered by the form

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave. NW, Washington, DC 20210. Do not send the completed forms to this office.

OSHA's Form 300A (Rev. 01/2004)

Summary of Work-Related Injuries and Illnesses

All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete

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Employees former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR 1904.35, in OSHA's Recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	1	3	0
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
14	70
(K)	(L)

Injury and Illness Types

Total number of... (M)			
(1) Injury	4	(4) Poisoning	0
(2) Skin Disorder	0	(5) Hearing Loss	0
(3) Respiratory Condition	0	(6) All Other Illnesses	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave. NW, Washington, DC 20210. Do not send the completed forms to this office.

Establishment information

Your establishment name FCI Constructors Inc.

Street 3070 Interstate 70 Business Loop, Bldg A.

City Grand Junction State Colorado Zip 81504

Industry description (e.g., Manufacture of motor truck trailers)  
Construction of Buildings

Standard Industrial Classification (SIC), if known (e.g., SIC 3715)

OR North American Industrial Classification (NAICS), if known (e.g., 336212)

2 3 6 2 2 0

Employment information

Annual average number of employees 425

Total hours worked by all employees last year 771,984

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Company executive CFO Title

(970) 434-9093 1/23/2020

Phone Date

May 11, 2021

Re: Certification of OSHA Citations Issued to FCI Constructors, Inc. in 3-year period from May 11, 2018 – May 11, 2021

To Whom It May Concern,

This correspondence is to certify that FCI Constructors, Inc. has been issued (1) OSHA "Serious" citation and (1) "Other-than-serious" citation in the above referenced period. The citations stemmed from a temporary electrical panel installed by the electrical subcontractor whose scope of work included installation and maintenance of temporary power for the site; and an extinguisher that was out of annual inspection period. The observed hazards were corrected immediately during the "Walk-around" portion of the OSHA inspection.

In the 3-year period referenced above, FCI Constructors, Inc. sites have been inspected (10) times by various OSHA federal and state agencies with no further citations issued.

Project: Ray Public School, Ray, ND

Classification: Serious; Other-than-serious

Violations: 1926.403(d)(1) Mounting. Electric equipment shall be firmly secured to the surface on which it is mounted. Penalty: \$5783

1926.150(c)(1)(vii) Extinguishers. Penalty: \$0

## Establishment Search Results

Establishment	Date Range	Office	Zipcode	State
FCI Constructors	05/11/2018 to 05/11/2021	all	all	all

*Please note that inspections which are known to be incomplete will have the identifying Activity Nr shown in italic. Information for these open cases is especially dynamic, e.g., violations may be added or deleted.*

Sort By: [Date](#) | [Name](#) | [Office](#) | [State](#)

[Return to Search](#)

By Date

Results 1 - 10 of 10

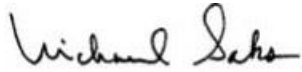
[Get Detail](#) [Select All](#) [Reset](#)

#	Activity	Opened	RID	St	Type	Sc	SIC	NAICS	Vio	Establishment Name
<input type="checkbox"/>	1 <a href="#">1526232.015</a>	04/21/2021	0830600	CO	Planned	Partial		236220		Fci Constructors, Inc.
<input type="checkbox"/>	2 <a href="#">1522647.015</a>	03/30/2021	0830500	CO	Prog Other	Complete		236220		Fci Constructors Inc
<input type="checkbox"/>	3 <a href="#">1494069.015</a>	09/17/2020	0855610	WY	Complaint	Partial		236210		Fci Constructors Of Wyoming
<input type="checkbox"/>	4 <a href="#">1468712.015</a>	03/10/2020	0855610	WY	Planned	Partial		236220		Fci Constructors Of Wyoming Llc
<input type="checkbox"/>	5 <a href="#">1461637.015</a>	02/06/2020	0830300	ND	Planned	Complete		236220	2	Fci Constructors, Inc.
<input type="checkbox"/>	6 <a href="#">1461643.015</a>	02/06/2020	0830300	ND	Planned	Complete		236220		Fci Constructors, Inc.
<input type="checkbox"/>	7 <a href="#">1396921.015</a>	04/23/2019	0830300	ND	Unprog Rel	Partial		236220		Fci Constructors, Inc.
<input type="checkbox"/>	8 <a href="#">1394243.015</a>	04/15/2019	0830600	CO	Planned	Partial		236220		Fci Constructors Inc
<input type="checkbox"/>	9 <a href="#">1394241.015</a>	04/15/2019	0830600	CO	Planned	Partial		236220		Fci Constructors Inc
<input type="checkbox"/>	10 <a href="#">1387569.015</a>	03/21/2019	0950411	AZ	Referral	Partial		236220		Fci Constructors, Inc.



Please do not hesitate to contact me for further information or clarification in this matter.

Respectfully,

A handwritten signature in black ink that reads "Michael Saks".

Michael Saks  
Corporate Safety Director  
FCI Constructors, Inc.  
P.O. Box 1767 (81502)  
3070 I-70 B, Bldg. A  
Grand Junction, CO 81504  
P. (970) 434-9093 F. (970) 434-7583 C. (303) 881-9802  
[www.fciol.com](http://www.fciol.com)



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USI Insurance Services, LLC  
6501 S. Fiddlers Green Circle  
Suite 100  
Greenwood Village, CO 80111  
[www.usi.com](http://www.usi.com)  
Phone: 303.837.8500  
Toll-free: 800.873.8500  
Fax: 303.831.5295

August 25, 2020

Re: FCI Constructors' Workers' Compensation Experience Modifier

To Whom It May Concern:

Below is a summary of FCI Constructors' NCCI Workers' Compensation experience modifiers for the renewal and 2 prior policy periods.

Rating Effective Date	Experience Modification Factor
10/1/2020	0.73
10/1/2019	0.65
10/1/2018	0.75

I certify that the factors shown above are accurate as of the date of this letter. Please contact me if you need additional information.

Thank you,

Jason Ray, ARM  
Risk Analysis

ACORD™

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/17/2022

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 any rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> <b>USI Insurance Services, LLC</b> <b>P.O. Box 7050</b> <b>Englewood, CO 80155</b> <b>800 873-8500</b>	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext): 800 873-8500</b> <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS: den.contractors@usi.com</b> <b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A : Arch Insurance Company</b> <b>INSURER B : Continental Insurance Company</b> <b>INSURER C :</b> <b>INSURER D :</b> <b>INSURER E :</b> <b>INSURER F :</b>
<b>INSURED</b> <b>FCI Constructors, Inc.</b> <b>PO Box 1767</b> <b>Grand Junction, CO 81502</b>	<b>NAIC #</b> <b>11150</b> <b>35289</b>

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	ZAGLB9220005	10/01/2021	10/01/2022	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	X	X	ZACAT9242105	10/01/2021	10/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	X	X	ZAULP5207500 GL & Auto only	10/01/2021	10/01/2022	EACH OCCURRENCE \$3,000,000 AGGREGATE \$3,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	ZAWCI9389205	10/01/2021	10/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> 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
B	Commercial Umbrella Liability	X	X	6079434568	10/01/2021	10/01/2022	\$10,000,000 Ea Occ \$10,000,000 Aggregate

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

## Excess Liability

Insurer: XL Insurance America, Inc.

Policy number: US00112885LI21A Effective 10/01/2021 to 10/01/2022

Limits: \$10,000,000 Each Occurrence \$10,000,000 Aggregate

RE: Project: Rifle City Hall Phase 3 Improvements.

## CERTIFICATE HOLDER

## CANCELLATION

City of Rifle  
 Attn: Tom Whitmore, Parks and Recreation Director  
 202 Railroad Ave.  
 Rifle, CO 81650

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



**PROJECT:**

**PREPARED FOR:**

**SAMPLE**

**GMP Estimate  
September 9, 2020**

**PREPARED BY:**







Project:  
0  
0

September 9, 2020

	GMP Estimate		Budget Estimate		
	NEW CONST.	0	NEW CONST.	0	
	RENOVATION	10687	RENOVATION	10687	
	TOTAL SF	10687	TOTAL SF	10687	
DESCRIPTION	TOTAL COST	COST/SF	TOTAL COST	COST/SF	NOTES
GENERAL CONDITIONS	\$ 271,269	\$ 25.38	\$ 271,269	\$ 25.38	
31-330000 EARTHWORK & UTILITIES	\$ 1,147	\$ 0.11	\$ 1,147	\$ 0.11	
320000 EXTERIOR IMPROVEMENTS	\$ 11,300	\$ 1.06	\$ 11,300	\$ 1.06	
020000 EXISTING CONDITIONS	\$ 66,373	\$ 6.21	\$ 67,993	\$ 6.36	
030000 CONCRETE	\$ 1,420	\$ 0.13	\$ 1,420	\$ 0.13	
040000 MASONRY	\$ -	\$ -	\$ -	\$ -	NONE SHOWN OR ANTICIPATED
050000 METALS	\$ 1,940	\$ 0.18	\$ 1,940	\$ 0.18	
060000 WOODS & PLASTICS	\$ 55,263	\$ 5.17	\$ 74,115	\$ 6.94	
070000 THERMAL & MOISTURE PROTECTION	\$ 7,460	\$ 0.70	\$ 7,460	\$ 0.70	
080000 OPENINGS	\$ 41,813	\$ 3.91	\$ 53,068	\$ 4.97	
090000 FINISHES	\$ 192,982	\$ 18.06	\$ 183,298	\$ 17.15	
100000 SPECIALTIES	\$ 6,291	\$ 0.59	\$ 7,440	\$ 0.70	
110000 EQUIPMENT	\$ 2,780	\$ 0.26	\$ 1,800	\$ 0.17	
120000 FURNISHINGS	\$ -	\$ -	\$ -	\$ -	BY OWNER
130000 SPECIAL CONSTRUCTION	\$ -	\$ -	\$ -	\$ -	NONE SHOWN OR ANTICIPATED
140000 CONVEYING SYSTEMS	\$ -	\$ -	\$ -	\$ -	NONE SHOWN OR ANTICIPATED
210000 FIRE SUPPRESSION	\$ 50,546	\$ 4.73	\$ 59,358	\$ 5.55	
22-230000 PLUMBING & HVAC	\$ 108,600	\$ 10.16	\$ 195,000	\$ 18.25	
26-280000 ELECTRICAL & LOW VOLTAGE	\$ 192,206	\$ 17.99	\$ 200,000	\$ 18.71	
<b>SUBTOTAL - DIRECT COST (FCI CONTRACTED SCOPE)</b>	<b>\$ 1,011,391</b>	<b>\$ 94.64</b>	<b>\$ 1,136,608</b>	<b>\$ 106.35</b>	
PRECONSTRUCTION SERVICES	\$ 5,000	\$ 0.47	\$ 5,000	\$ 0.47	
ESTIMATING CONTINGENCY	\$ -	\$ -	\$ 56,830	\$ 5.32	0.00%
CONSTRUCTION CONTINGENCY	\$ 50,570	\$ 4.73	\$ 59,672	\$ 5.58	5.00%
BUILDERS RISK INSURANCE	\$ 2,280	\$ 0.21	\$ 2,671	\$ 0.25	0.20%
GENERAL LIABILITY INSURANCE	\$ 8,550	\$ 0.80	\$ 10,018	\$ 0.94	0.75%
PROPERTY SURVEY	\$ -	\$ -	\$ -	\$ -	BY OWNER
SOILS INVESTIGATION/GEOTECHNICAL ENGINEERING	\$ -	\$ -	\$ -	\$ -	BY OWNER
MATERIALS TESTING / INSPECTION	\$ -	\$ -	\$ -	\$ -	BY OWNER
PLANNING APPLICATIONS/APPROVALS /FEES	\$ -	\$ -	\$ -	\$ -	BY OWNER
BUILDING PERMIT	\$ 10,358	\$ 0.97	\$ 11,562	\$ 1.08	WATFORD CITY
PAYMENT/PERFORMANCE BONDS	\$ 7,410	\$ 0.69	\$ 8,682	\$ 0.81	0.65%
CONSTRUCTION PHASE FEE	\$ 43,822	\$ 4.10	\$ 51,642	\$ 4.83	4.00%
<b>TOTAL ESTIMATED COST (FCI CONTRACTED SCOPE)</b>	<b>\$ 1,139,380</b>	<b>\$ 106.61</b>	<b>\$ 1,342,685</b>	<b>\$ 125.64</b>	



Project:  
0  
0  
GMP Estimate

September 9, 2020

DESCRIPTION	COMMENTS/SUBCONTRACTOR	UNIT OF MEASURE	QUANTITY	UNIT PRICE TOTAL		TOTAL
31-330000 EARTHWORK & UTILITIES						
312200 DEMO AND GRADING						
REMOVE TURF GRASS		LS	1.00	\$	250.00	\$ 250
SITE CONCRETE SUBGRADE PREP		SY	22.22	\$	15.00	\$ 333
SITE CONCRETE BASE - 6"		TON	7.52	\$	75.00	\$ 564
SUBTOTALS - DEMO AND GRADING					\$	1,147
31-330000 EARTHWORK & UTILITIES - TOTALS					\$	1,147

SAMPLE



Project:  
0  
0  
GMP Estimate

September 9, 2020

DESCRIPTION		COMMENTS/SUBCONTRACTOR	UNIT OF MEASURE	QUANTITY	UNIT PRICE TOTAL		TOTAL
320000	EXTERIOR IMPROVEMENTS						
321600	SITE CONCRETE						
	CONCRETE SIDEWALK - 4"		SF	200.00	\$	6.50	\$ 1,300
	SUBTOTALS - SITE CONCRETE						\$ 1,300
329000	LANDSCAPING & IRRIGATION						
	LANDSCAPE/IRRIGATION REPAIRS FROM SITE ACCESS AND NEW SIDEWALK		LS	1.00	\$	10,000.00	\$ 10,000
	SUBTOTALS - LANDSCAPING & IRRIGATION						\$ 10,000
320000	EXTERIOR IMPROVEMENTS - TOTALS						\$ 11,300



Project:  
0  
0  
GMP Estimate

September 9, 2020

DESCRIPTION	COMMENTS/SUBCONTRACTOR	UNIT OF MEASURE	QUANTITY	UNIT PRICE TOTAL	TOTAL
020000 EXISTING CONDITIONS					
024116 SELECTIVE BUILDING DEMOLITION					
REMOVAL OF OFFICE FURNITURE, EQUIPMENT, ARTWORK, DECORATIONS, LOOSE ITEMS, ETC.	EXCLUDED. BY OWNER	EXCL	1.00	\$ -	by owner
REMOVAL OF ALUMINUM OFFICE PARTITIONS	EXCLUDED. BY OWNER	EXCL	1.00	\$ -	by owner
NEGATIVE AIR MACHINES		LS	1.00	\$ 3,900.00	\$ 3,900
DUST CONTROL AND TEMP PARTITIONS		LS	1.00	\$ 10,200.00	\$ 10,200
PROTECTION OF EXISTING SURFACES		LS	1.00	\$ 8,700.00	\$ 8,700
CARPET MASK PROTECTION		LS	1.00	\$ 3,200.00	\$ 3,200
DEMO ACT CEILING SYSTEM		SF	3,003.00	\$ 1.20	\$ 3,604
REMOVE & SALVAGE FOR RE-STALL CEILING TILES		SF	2,279.00	\$ 0.60	\$ 1,367
DEMO INTERIOR DOOR, FRAME, HARDWARE		EA	7.00	\$ 120.00	\$ 840
REMOVE & SALVAGE CASEWORK FOR RE-INSTALL		LF	35.10	\$ 24.00	\$ 842
REMOVE & SALVAGE FOR RE-INSTALL SIGNAGE LETTER SET		SET	2.00	\$ 60.00	\$ 120
REMOVE & SALVAGE INTERIOR DOOR, FRAME, HARDWARE		EA	4.00	\$ 120.00	\$ 480
REMOVE & TURN OVER TO OWNER SIGNAGE LETTER SET		EA	1.00	\$ 60.00	\$ 60
DEMO VINYL BASE ON WALLS TO REMAIN		LF	674.80	\$ 0.60	\$ 405
REMOVE TILE BASE ON WALLS TO REMAIN		LF	97.40	\$ 2.40	\$ 234
REMOVE TILE FROM SOG		SF	944.80	\$ 4.00	\$ 3,779
REMOVE CARPET & MASTIC FROM ELEVATED HOLLOW CORE SLAB		SF	3,807.80	\$ 1.20	\$ 4,569
REMOVE CARPET & MASTIC FROM SOG		SF	4,197.40	\$ 1.20	\$ 5,037
REMOVE CASEWORK AND TURN OVER TO OWNER		LF	45.00	\$ 24.00	\$ 1,080
DEMO INTERIOR METAL FRAME WALLS		LF	288.90	\$ 12.00	\$ 3,467
SAW CUT ELEVATED HOLLOW CORE SLAB		LF	15.70	\$ 10.00	\$ 157
REMOVE ELEVATED HOLLOW CORE SLAB		SF	3.20	\$ 8.00	\$ 26
SAW CUT SOG		LF	132.80	\$ 10.00	\$ 1,328
REMOVE SOG		SF	64.80	\$ 8.00	\$ 518
TEMP WIRE SUPPORT LIGHTS & LOW VOLTAGE DEVICES		LS	1.00	\$ 960.00	\$ 960
MISC DEMO		LS	1.00	\$ 4,800.00	\$ 4,800
ELECTRICAL DEMO	W/DIV 26	LS	1.00	\$ -	w/div 26
HVAC & PLUMBING DEMO	W/DIVS 22 & 23	LS	1.00	\$ -	w/divs 22 & 23
CLEANUP & LABOR		LS	1.00	\$ 6,700.00	\$ 6,700
SUBTOTALS - SELECTIVE BUILDING DEMOLITION				\$	66,373
020000 EXISTING CONDITIONS - TOTALS				\$	66,373





Project:  
0  
0  
GMP Estimate

September 9, 2020

DESCRIPTION		COMMENTS/SUBCONTRACTOR	UNIT OF MEASURE	QUANTITY	UNIT PRICE TOTAL		TOTAL
030000	CONCRETE						
033000	CAST IN PLACE CONCRETE						
	PATCH BACK SOG		LS	1.00	\$	980.00	\$ 980
	PATCH BACK ELEVATED HOLLOW CORE SLAB		LS	1.00	\$	440.00	\$ 440
	SUBTOTALS - CAST IN PLACE CONCRETE					\$	1,420
030000	CONCRETE - TOTALS					\$	1,420

SAMPLE



Project:  
0  
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GMP Estimate

September 9, 2020

DESCRIPTION		COMMENTS/SUBCONTRACTOR	UNIT OF MEASURE	QUANTITY	UNIT PRICE TOTAL		TOTAL
050000	METALS						
055000	MISC. METALS						
	MISC METALS		LS	1.00	\$	1,940.00	\$ 1,940
	SUBTOTALS - MISC. METALS					\$	1,940
050000	METALS - TOTALS					\$	1,940

SAMPLE



Project:  
0  
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GMP Estimate

September 9, 2020

DESCRIPTION	COMMENTS/SUBCONTRACTOR	UNIT OF MEASURE	QUANTITY	UNIT PRICE TOTAL	TOTAL
<b>060000 WOOD &amp; PLASTICS</b>					
<b>061000 ROUGH CARPENTRY</b>					
BLOCKING & BACKING		LS	1.00	\$ 3,900.00	\$ 3,900
<b>SUBTOTALS - ROUGH CARPENTRY</b>				\$	3,900
<b>062000 FINISH CARPENTRY</b>					
WP-1 STATEMENT COLLECTION 5242-2 LAHINCH BIRCH		SF	470.49	\$ -	w/casework below
FRP 4X8 PANELS VERTICAL		SF	388.30	\$ 3.86	\$ 1,500
<b>SUBTOTALS - FINISH CARPENTRY</b>				\$	1,500
<b>064100 CASEWORK &amp; COUNTERTOPS</b>					
RE-INSTALL FULL HEIGHT CABINETS IN STORAGE 144		LS	1.00	\$ -	\$ 49,863
RE-INSTALL BASE AND UPPER CABINETS IN STORAGE 255		LS	1.00	\$ -	w/above
RE-INSTALL BASE AND UPPER CABINETS IN STORAGE 160		LS	1.00	\$ -	w/above
NEW PLAM 2 FINISHED ENDS ON RE-INSTALLED CABINETS IN STORAGE 160		LS	1.00	\$ -	w/above
FULL HGT CABINET FOR CLEAN AGENT FIRE SUPPRESSION SYSTEM		LF	2.70	\$ -	w/above
PLAM-1 COUNTERTOPS		SF	114.00	\$ -	w/above
PLAM-2 BASE CABINET		LF	64.50	\$ -	w/above
PLAM-2 FULL HGT CABINET		LF	1.80	\$ -	w/above
PLAM-2 SHELVING		LF	31.70	\$ -	w/above
PLAM-2 UPPER CABINET 12"		LF	2.80	\$ -	w/above
PLAM-2 UPPER CABINET 30"		LF	23.60	\$ -	w/above
SSF-2 TOPS AT COILING DOORS		SF	28.00	\$ -	w/above
SSF-3 COUNTERTOPS		SF	67.50	\$ -	w/above
18" DEEP PLAM SHELVING ON STANDARDS AND BRACKETS IN VAULT RM 146		LF	67.50	\$ -	w/above
<b>SUBTOTALS - CASEWORK &amp; COUNTERTOPS</b>				\$	49,863
<b>060000 WOODS &amp; PLASTICS - TOTALS</b>				\$	55,263



Project:  
0  
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GMP Estimate

September 9, 2020

	DESCRIPTION	COMMENTS/SUBCONTRACTOR	UNIT OF MEASURE	QUANTITY	UNIT PRICE	TOTAL
070000	THERMAL & MOISTURE PROTECTION					
072000	ACOUSTICAL INSULATION					
	ACOUSTICAL WALL BATTS	W/DIV 9 FRAMING & DRYWALL	LS	1.00	\$ -	w/div 9 framing & drywall
	SUBTOTALS - THERMAL PROTECTION					\$ -
078000	FIRE & SMOKE PROTECTION					
	FIRE & SMOKE SEALING		LS	1.00	\$ 2,420.00	\$ 2,420
	SUBTOTALS - FIRE & SMOKE PROTECTION					\$ 2,420
079000	JOINT PROTECTION					
	MISC CAULKING		LS	1.00	\$ 5,040.00	\$ 5,040
	SUBTOTALS - JOINT PROTECTION					\$ 5,040
070000	THERMAL & MOISTURE PROTECTION - TOTALS					\$ 7,460





Project:  
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GMP Estimate

September 9, 2020

DESCRIPTION	COMMENTS/SUBCONTRACTOR	UNIT OF MEASURE	QUANTITY	UNIT PRICE TOTAL	TOTAL
<b>080000 OPENINGS</b>					
<b>081100 FRAMES, DOORS, &amp; HARDWARE</b>					
<b>SUPPLY</b>					
3-0 x 7-0 HM FRAME TYPE 1		EA	11.00	\$ -	\$ 18,642
3-0 x 7-0 HM FRAME TYPE 1 90 MINUTE RATING		EA	1.00	\$ -	w/above
3-0 x 7-0 WOOD DOOR TYPE F		EA	9.00	\$ -	w/above
3-0 x 7-0 WOOD DOOR TYPE F 90 MINUTE RATING		EA	1.00	\$ -	w/above
3-0 x 7-0 WOOD DOOR TYPE FG		EA	1.00	\$ -	w/above
HARDWARE GROUP 01		EA	1.00	\$ -	w/above
HARDWARE GROUP 02		EA	1.00	\$ -	w/above
HARDWARE GROUP 03		EA	1.00	\$ -	w/above
HARDWARE GROUP 04		EA	1.00	\$ -	w/above
HARDWARE GROUP 05		EA	1.00	\$ -	w/above
HARDWARE GROUP 06		EA	1.00	\$ -	w/above
HARDWARE GROUP 07		EA	1.00	\$ -	w/above
HARDWARE GROUP 08		EA	1.00	\$ -	w/above
HARDWARE GROUP 10		EA	1.00	\$ -	w/above
HARDWARE GROUP 11		EA	1.00	\$ -	w/above
HARDWARE GROUP 12		EA	2.00	\$ -	w/above
HARDWARE GROUP 13		EA	1.00	\$ -	w/above
<b>INSTALLATION</b>					
3-0 x 7-0 HM FRAME RE-INSTALL	DOORS 147 AND 296	EA	2.00	\$ 120.00	\$ 240
3-0 x 7-0 HM FRAME TYPE 1	W/DIV 9 FRAMING & DRYWALL	EA	11.00	\$ -	w/div 9 framing & drywall
3-0 x 7-0 HM FRAME TYPE 1 90 MINUTE RATING	W/DIV 9 FRAMING & DRYWALL	EA	1.00	\$ -	w/div 9 framing & drywall
3-0 x 7-0 HM DOOR TYPE F		EA	9.00	\$ 60.00	\$ 540
3-0 x 7-0 HM DOOR TYPE F RE-INSTALL EXISTING	DOORS 147, 148A, & 296	EA	3.00	\$ 60.00	\$ 180
3-0 x 7-0 HM DOOR TYPE F 90 MINUTE RATING		EA	1.00	\$ 60.00	\$ 60
3-0 x 7-0 HM DOOR TYPE FG		EA	1.00	\$ 60.00	\$ 60
HARDWARE GROUP 01		EA	1.00	\$ 120.00	\$ 120
HARDWARE GROUP 02		EA	1.00	\$ 120.00	\$ 120
HARDWARE GROUP 03		EA	1.00	\$ 120.00	\$ 120
HARDWARE GROUP 04		EA	1.00	\$ 120.00	\$ 120
HARDWARE GROUP 05		EA	1.00	\$ 120.00	\$ 120
HARDWARE GROUP 06		EA	1.00	\$ 120.00	\$ 120
HARDWARE GROUP 07		EA	1.00	\$ 120.00	\$ 120
HARDWARE GROUP 08		EA	1.00	\$ 120.00	\$ 120
HARDWARE GROUP 09	RE-INSTALL EXISTING	EA	1.00	\$ 240.00	\$ 240
HARDWARE GROUP 10		EA	1.00	\$ 120.00	\$ 120
HARDWARE GROUP 11		EA	1.00	\$ 120.00	\$ 120
HARDWARE GROUP 12		EA	2.00	\$ 120.00	\$ 240
HARDWARE GROUP 13		EA	1.00	\$ 120.00	\$ 120
<b>SUBTOTALS - FRAMES, DOORS &amp; HARDWARE</b>				\$	21,522



Project:  
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GMP Estimate

September 9, 2020

DESCRIPTION	COMMENTS/SUBCONTRACTOR	UNIT OF MEASURE	QUANTITY	UNIT PRICE TOTAL		TOTAL
083000 OVERHEAD DOORS						
SUPPLY						
4-0 X 3-8 COILING DOOR TYPE CCD		EA	2.00	\$	6,750.00	\$ 19,800
4-0 X 4-4 COILING DOOR TYPE CCD		EA	2.00	\$	6,750.00	w/above
INSTALLATION						
4-0 X 3-8 COILING DOOR TYPE CCD		EA	2.00	\$	240.00	w/above
4-0 X 4-4 COILING DOOR TYPE CCD		EA	2.00	\$	240.00	w/above
SUBTOTALS - OVERHEAD DOORS					\$	19,800
088100 GLAZING						
GLAZING FOR TYPE FG WOOD DOOR		EA	1.00	\$	-	\$ 491
DECORATIVE WINDOW FILM	N/A - EXCLUDED	LS	-	\$	-	-
SUBTOTALS - GLAZING					\$	491
080000 OPENINGS - TOTALS					\$	41,813



Project:  
0  
0  
GMP Estimate

September 9, 2020

	DESCRIPTION	COMMENTS/SUBCONTRACTOR	UNIT OF MEASURE	QUANTITY	UNIT PRICE TOTAL		TOTAL
090000	FINISHES						
092000	METAL FRAMING, ACOUSTICAL INSULATION & DRYWALL						
	DRYWALL TIE IN POINTS	LEVEL 4 SMOOTH FINISH	EA	55.00	\$ -	\$	58,950
	WALL TYPE S2F - 10-0 HGT TO DECK	LEVEL 4 SMOOTH FINISH	SF	166.14	\$ -		w/above
	WALL TYPE S3 - 10-0 HGT TO DECK	LEVEL 4 SMOOTH FINISH	SF	336.49	\$ -		w/above
	WALL TYPE S3F - 10-0 HGT TO DECK	LEVEL 4 SMOOTH FINISH	SF	851.77	\$ -		w/above
	WALL TYPE ST3 - 10-0 HGT TO DECK	LEVEL 4 SMOOTH FINISH	SF	266.98	\$ -		w/above
	INSTALL 3-0 x 7-0 HM FRAME TYPE 1 PROVIDED BY OTHERS	LEVEL 4 SMOOTH FINISH	EA	11.00	\$ -		w/above
	BULKHEAD	LEVEL 4 SMOOTH FINISH	SF	152.79	\$ -		w/above
	PATCH/REPAIR EXISTING WALLS	LEVEL 4 SMOOTH FINISH	LS	1.00	\$ 10,400.00	\$	10,400
	TOUCH UPS	LEVEL 4 SMOOTH FINISH	LS	1.00	\$ 1,920.00	\$	1,920
	CLEANUP & LABOR		LS	1.00	\$ 1,260.00	\$	1,260
	FINAL CLEAN		LS	1.00	\$ 5,300.00	\$	5,300
	SUBTOTALS - METAL FRAMING, ACOUSTICAL INSULATION & DRYWALL					\$	77,830
095100	ACOUSTICAL CEILINGS						
	NEW ACT-1 CEILING SYSTEM - ULTIMA TEGULAR 24X24		SF	3,359.84	\$ -	\$	29,500
	NEW ACT-2 CEILING SYSTEM - SQUARE TEGULAR NARROW 24X96		SF	1,005.62	\$ 8.75		w/above
	MODIFY EXISTING GRID FOR NEW FLOOR PLAN		LS	1.00	\$ 5,200.00	\$	5,200
	RE-INSTALL SALVAGED CEILING TILES		SF	3,892.40	\$ 0.60	\$	2,335
	NEW TILES TO SUPPLEMENT RE-INSTALL AREAS - ASSUME 20%	20%	SF	778.48	\$ 2.60	\$	2,024
	SUBTOTALS - ACOUSTICAL CEILINGS					\$	39,059
096000	FLOORING						
	LVT-1 MASS APPEAL COLLECTION METAL SO FETCH 18"X 36"		SF	819.72	\$ 8.25	\$	35,000
	CPT-1 SOCIAL SHARE 45212 24"X24"		SF	1,059.00	\$ 4.90		w/above
	CPT-1 SOCIAL SHARE 45212 24"X24"	50% REPLACEMENT ALLOWANCE	SF	2,874.00	\$ 8.00	\$	22,992
	CPT-2 GLOBAL CHANGE COLLECTION RAKU EVENING DUSK 105512 19.7"X19.7"		SF	994.40	\$ 4.90		w/above
	VB TRADITIONAL VINYL 1/8" BURNT UMBER 63 4"		LF	1,431.15	\$ 2.80		w/above
	MOISTURE TEST		EA	3.00	\$ 150.00	\$	450
	ADDITIONAL FLOOR PREP		SF	8,169.70	\$ 0.30	\$	2,451
	SUBTOTALS - FLOORING					\$	60,893
099000	PAINTING & COATINGS						
	RE-PAINT EXISTING GYP WALL - LATEX WITH ACCENT WALLS		SF	10,488.45	\$ -	\$	12,800
	PAINT NEW GYP WALLS - LATEX WITH ACCENT WALLS		SF	2,496.36	\$ -		w/above
	PAINT GYP BULKHEADS - LATEX		SF	152.79	\$ -		w/above
	RE-PAINT EXISTING HM DOOR FRAME		EA	9.00	\$ -		w/above
	PAINT NEW HM DOOR FRAME		EA	12.00	\$ -		w/above
	FINISH NEW WOOD DOOR	N/A FACTORY FINISHED	EA	11.00	\$ -		n/a factory finished
	VWC WESTMINSTER WOOL WSM 8-3594 MOTHERS ROOM 253 ACCENT WALL	MOTHERS RM 253 ACCENT WALL	SF	43.47	\$ -		w/above
	TOUCH UPS		LS	1.00	\$ 2,400.00	\$	2,400
	SUBTOTALS - PAINTING & COATINGS					\$	15,200
090000	FINISHES - TOTALS					\$	192,982



Project:  
0  
0  
GMP Estimate

September 9, 2020

	DESCRIPTION	COMMENTS/SUBCONTRACTOR	UNIT OF MEASURE	QUANTITY	UNIT PRICE	TOTAL
100000	SPECIALTIES					
101400	SIGNAGE					
	RE-INSTALL "RECORDER/TAXES" SIGNAGE IN COMMISSIONER'S LOBBY 111		LS	1.00	\$ 180.00	\$ 180
	RE-INSTALL "AUDITOR/TREASURER" SIGNAGE IN COMMISSIONER'S LOBBY 111		LS	1.00	\$ 180.00	\$ 180
	NEW DIMENSIONAL "STATES ATTORNEY" SIGNAGE IN STATE ATTORNEY 290		LS	1.00	\$ 680.55	\$ 681
	ROOM SIGNAGE	ALLOWANCE	LS	1.00	\$ 2,875.00	\$ 2,875
	SUBTOTALS - SIGNAGE				\$	3,916
102100	COMPARTMENTS & CUBICLES					
	ALUMINUM OFFICE COMPARTMENTS	EXCLUDED. REMOVAL, RE-INSTALL, NEW COMPONENTS BY OWNER	EXCL	1.00	\$ -	by owner
	SUBTOTALS - COMPARTMENTS & CUBICLES				\$	-
102600	WALL & DOOR PROTECTION					
	CG-1 TEXTURED TAPE ON CORNER GUARD 2" WING 4-0 HEIGHT		EA	15.00	\$ 95.00	\$ 1,425
	SUBTOTALS - WALL & DOOR PROTECTION				\$	1,425
102800	TOILET, BATH, & LAUNDRY ACCESSORIES					
	PAPER TOWEL DISPENSER	CONFERENCE ROOM 149 & MOTHERS ROOM 253	EA	2.00	\$ 95.00	\$ 190
	SOAP DISPENSER		EA	2.00	\$ 80.00	\$ 160
	SUBTOTALS - TOILET, BATH, & LAUNDRY ACCESSORIES				\$	350
104400	FIRE PROTECTION SPECIALTIES					
	FIRE EXTINGUISHERS		EA	2.00	\$ 240.00	\$ 480
	REINSTALL FIRE EXTINGUISHERS		EA	2.00	\$ 60.00	\$ 120
	SUBTOTALS - FIRE PROTECTION SPECIALTIES				\$	600
100000	SPECIALTIES - TOTALS				\$	6,291





Project:  
0  
0  
GMP Estimate

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DESCRIPTION		COMMENTS/SUBCONTRACTOR	UNIT OF MEASURE	QUANTITY	UNIT PRICE TOTAL		TOTAL
110000	EQUIPMENT						
113000	RESIDENTIAL EQUIPMENT						
	UNDERCABINET REFRIGERATOR - MOTHERS ROOM 253	ALLOWANCE	LS	1.00	\$ 660.00	\$	660
	FULL SIZE REFRIGERATOR - CONFERENCE ROOM 297	ALLOWANCE	LS	1.00	\$ 2,060.00	\$	2,120
	SUBTOTALS - RESIDENTIAL EQUIPMENT					\$	2,780
110000	EQUIPMENT - TOTALS					\$	2,780

SAMPLE



Project:  
0  
0  
GMP Estimate

September 9, 2020

DESCRIPTION		COMMENTS/SUBCONTRACTOR	UNIT OF MEASURE	QUANTITY	UNIT PRICE TOTAL		TOTAL
210000	FIRE SUPPRESSION						
211000	WATER BASED SYSTEMS						
	RECONFIGURE EXISTING SYSTEM TO ACCOMMODATE NEW FLOOR PLAN INCLUDING DEMO IN VAULT RM 146		SF	10,687.00	\$	-	\$ 45,446
	INSTALL NEW CLEAN AGENT FIRE SUPPRESSION SYSTEM IN VAULT RM 146		LS	1.00	\$	-	w/above
	SHUT DOWN/DRAIN COORDINATION		LS	1.00	\$	5,100.00	\$ 5,100
SUBTOTALS - WATER BASED SYSTEMS						\$	50,546
210000	FIRE SUPPRESSION - TOTALS					\$	50,546

SAMPLE



Project:  
0  
0  
GMP Estimate

September 9, 2020

DESCRIPTION	COMMENTS/SUBCONTRACTOR	UNIT OF MEASURE	QUANTITY	UNIT PRICE TOTAL		TOTAL
22-230000 MECHANICAL						
22-230000 PLUMBING & HVAC						
PLUMBING & HVAC WORK		LS	1.00	\$ -	\$	78,400
DEMO		LS	1.00	\$ -		w/above
MODIFY DUCTWORK TO ACCOMMODATE NEW FLOOR PLAN		LS	1.00	\$ -		w/above
RELOCATE T-STATS		LS	1.00	\$ -		w/above
RELOCATE HEAT PUMP		LS	1.00	\$ -		w/above
NEW SMOKE DAMPERS		LS	1.00	\$ -		w/above
NEW DIFFUSERS		LS	1.00	\$ -		w/above
CONTROLS PROGRAMING		LS	1.00	\$ 5,000.00	\$	5,000
CERTIFIED TEST & BALANCE		LS	1.00	\$ -		w/above
MODIFY DOMESTIC PLUMBING SYSTEM TO ACCOMMODATE NEW FLOOR		LS	1.00	\$ -		w/above
MODIFY HYDRONIC PLUMBING SYSTEM TO ACCOMMODATE NEW FLOOR		LS	1.00	\$ -		w/above
NEW SINKS AND FAUCETS PER PLAN		LS	1.00	\$ -		w/above
COORDINATION WITH EXISTING		LS	1.00	\$ 20,000.00	\$	20,000
LAYOUT & COORDINATION		LS	1.00	\$ 3,300.00	\$	3,300
CLEANUP		LS	1.00	\$ 1,900.00	\$	1,900
SUBTOTALS - PLUMBING & HVAC				\$		108,600
22-230000 MECHANICAL - TOTALS				\$		108,600



Project:  
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GMP Estimate

September 9, 2020

DESCRIPTION		COMMENTS/SUBCONTRACTOR	UNIT OF MEASURE	QUANTITY	UNIT PRICE TOTAL		TOTAL
26-280000	ELECTRICAL & LOW VOLTAGE						
	ELECTRICAL & LOW VOLTAGE		LS	1.00	\$	-	\$ 164,406
	DEMO		INCL	1.00	\$	-	w/above
	LIGHTING & CONTROLS		INCL	1.00	\$	-	w/above
	POWER DISTRIBUTION		INCL	1.00	\$	-	w/above
	COMMUNICATIONS CABLING		INCL	1.00	\$	-	w/above
	FIRE ALARM SYSTEM		INCL	1.00	\$	-	w/above
	ACCESS CONTROL SYSTEM		INCL	1.00	\$	-	w/above
	COORDINATION WITH EXISTING		LS	1.00	\$	20,000.00	\$ 20,000
	LAYOUT & COORDINATION		LS	1.00	\$	5,100.00	\$ 5,100
	CLEANUP		LS	1.00	\$	2,700.00	\$ 2,700
SUBTOTALS - ELECTRICAL & LOW VOLTAGE						\$	192,206
26-280000	ELECTRICAL & LOW VOLTAGE - TOTALS						\$ 192,206

SAMPLE



March 3, 2022 Revision

**FCI CONSTRUCTORS**

3/21/2022

Rifle City Hall Ph. 3 Improvements		
Preconstruction Services	Fees-Staff & Consultant time	\$ 16,300.00
	Printing, Postage, Shipping	\$ 400.00
	Travel, Mileage, Hotel, Meals	\$ 1,300.00
TOTAL	Fees-Staff & Consultant time	\$ 16,300.00
	Printing, Postage, Shipping	\$ 400.00
	Travel, Mileage, Hotel, Meals	\$ 1,300.00
GRAND TOTAL		\$ 18,000.00

Please do not revise cells C10, C11 or C12 as these are formulas.

check TRUE

Please attach hourly fee schedules for personnel

Interstate Experience Modification Rate  
applied to Worker's Compensation Policy

EMR Rate

2021	0.73
2020	0.75
2019	0.65

General Conditions Fee as a percentage of  
Cost of the work

10%

Note: Surety shall not be included in the Conditions Fees

Construction Fee as a percentage of the  
Cost of the Work

7%

Change Order Fees

7 % of the cost

.1 For the Contractor, for Work performed by  
the Contractor's own forces

7 %

.2 For the Contractor, for Work performed by  
the Contractor's Subcontractor

7 %

# Rifle City Hall Ph. 3 Improvements Project CM/GC RFP Response

**PNCi**  
**Construction, Inc.**





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March 17, 2022

City of Rifle, CO  
202 Railroad Ave  
Rifle, CO 81650  
C/O Mr. Phil Vaughan- Owner's Representative

RE: City of Rifle RFP CM/GC Rifle City Hall Phase 3 Improvements Project

Mr. Phil Vaughan-

PNCI Construction, Inc. is pleased to provide The City of Rifle with our Qualification Submittal for the proposed building project. As you may or may not know, we have provided construction management and general contracting services for many Western Slope Entities over our lengthy business career. The information enclosed here can give you a little insight into our recent project activity.

PNCI Construction, Inc. has been one of Western Colorado's leading construction firms for over 60 years and has had a working relationship with many public facilities across the region. Some of these include City of Grand Junction, Colorado Mesa University, Mesa County School District 51 Lower Valley Fire District, Carbondale Rural Fire Protection District, Town of Parachute, and Deerfield Park for the City of Rifle. Our experience is not limited to building one specific type of project such as medical, industrial, education or retail. Our abilities carry our reputation for performance as a top rated construction company through all of these areas. There is not a project we won't tackle and our commitment to customer satisfaction will exceed your expectations.

As included in the following document, PNCI provided CM/GC Services for Mesa County School Dist 51 to renovate and expand over 100K SF at Fruita Monument High School while maintaining school operations. This project included similar aspects and scopes of work such as relocation of the entire administrative offices to temporary facilities for the school year, maintaining operation of the IT equipment and Fire Alarm equipment within the center of the construction area, retrofit of fire suppression to the existing building, and construction of a large addition within the middle of the facility without disruption or impact to the school's operations.

Our proposed team is in the process of closing out completed projects and has the ability to fully dedicate the time required to successfully manage and complete the proposed project for the City of Rifle.

Sincerely,

Frank P. DeSantis

*Acceptance and acknowledgment of Addendum #1*





# FIRM OVERVIEW

For over 60 years, PNCI Construction has been a leading Western Colorado construction firm, providing construction management, general construction, and design-build services. Throughout PNCI's history, PNCI has constructed many trademark buildings throughout the Grand Valley, including what is now the Wells Fargo building on North Avenue in Grand Junction, US Bank Downtown Grand Junction, DeBeque Fire Station, Fruita Coop and ANB Bank as well as many fast-track facility renovations for Colorado Mesa University.

PNCI represents and embodies the spirit of the Western Slope Community. PNCI's owner, Frank DeSantis is actively involved in Grand Junction and sits on various boards including St. Mary's Hospital Foundation – Board of Directors. He works side-by-side with the local subcontracting community, belongs to the WCCA and does business with local vendors.

Our experience success has been largely due to our schedule control efforts through a collaborative team approach. If you can coordinate and control the construction schedule with the entire team contributing valuable insight, the best possible outcome will be the result. This, in conjunction with cost control, quality assurance and management, provide the formula for success.

PNCI Construction, Inc. has assembled a self-motivated, energetic team to provide the expertise required for the City of Rifle City Hall Ph 3 Improvements Project. We understand the scope of work that is being considered and the information we are providing about PNCI Construction will demonstrate our capabilities to successfully perform the work. This crew of well-organized team players will work eagerly with all stake holders in a team collaborative approach to reach the goals for your project.

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*They were chosen because of their professionalism, preparation, and the relationship we felt with them. The professionalism continued forward into construction and beyond. Their attention to detail was superlative.*

*I highly recommend – with no hesitation – PNCI as your contractor.*

*Pastor Ron Powers*

*Shepherd of the Valley  
Lutheran Church*

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Our president, Frank DeSantis, has over thirty years in the construction industry. He started at a laborer, then onto becoming a journeyman carpenter with the United Brotherhood-Carpenters in New York and continued working his way up through hard work and diligence and is now running a company with many landmark buildings as testament to his abilities. Frank can dedicate 25% of his time to ensure successful execution of this project.

Tyler Schreiner, Director of Construction, brings over 20 years of commercial construction management experience to the team including working from a general laborer to project superintendent, project manager and estimating to project executive responsibilities. He has successfully completed numerous Projects under some of the most stringent schedules and parameters. Tyler will be 100% committed to this project as project lead through the pre-construction phase and oversight during construction management.



Kimberly Row-Stark, Project Manager, has nearly 20 years experience in commercial construction ranging from small tenant improvements to big city Highrise construction. Kimberly will have 100%-time commitment through the entire project, pre-construction through completion and closeout.

General Superintendent Kris Peterson brings his expertise in site management from years of construction experience working everything from concrete to boiler systems. His abilities for quality control on site while maintaining the Owner goals and safety are his strong suit. 30%-time commitment during the construction phase of the project.

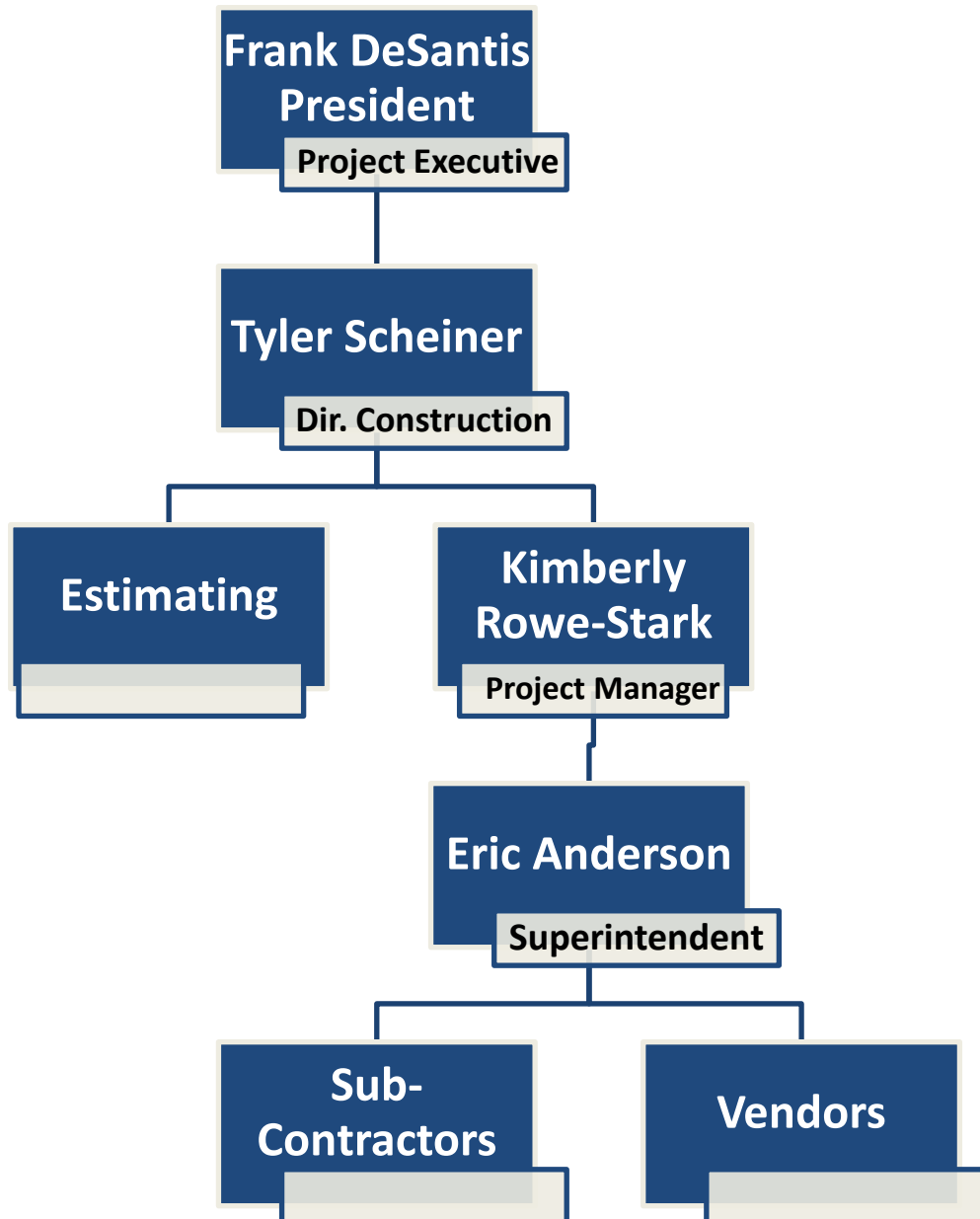


Project Superintendent, Eric Anderson brings his Thirty plus years of experience and has successfully completed many ground-up construction projects as well as numerous time sensitive remodels. 100%-time commitment throughout all onsite operations and as needed during pre-construction. Our Project Superintendent selected for this project will be fully dedicated to this project, from start to finish including completion of the project closeout. He will not be assigned to any other project during this time frame.



PNCI Construction, Inc. has assembled a self-motivated, energetic team to provide the expertise for this Project. We understand the scope of work that is being considered and the information we are providing about PNCI Construction will demonstrate our capabilities to successfully perform the work. This crew of well-organized team players will work with the Team in a collaborative approach to reach the goals for your project.

# PROJECT STAFFING & MANAGEMENT ORGANIZATION





PNCI has implemented a prequalification process that will ensure that we have the right team working on every single project. We are looking for a superior group of extremely experienced set of subcontractors and suppliers to partner and build continued relationships with. We strive for excellence and drive toward customer satisfaction as we are looking for a great network of highly qualified subcontractor partners to achieve this goal.

To obtain this superior group, we require each subcontractor or supplier to prequalify for opportunities to work with PNCI on an annual basis and again on each individual project to verify if previous qualifications conditions have changed. This process is more important now than ever as many suppliers, subcontractors, and general contractors continue to go out of business during these trying financial times.

Subcontractors and Suppliers must provide the following information for the prequalification process:

- Current Audited Financial Statement
- Current Signed W9 Form
- Sample insurance certificate with all applicable endorsements
- Three (3) Trade Supplier References
- Design/Build References for HVAC, Plumbing, and Electrical work

Effective subcontractor management comes down to early communication, the setting of expectations and follow-up communication. To ensure all subcontractors understand their detailed scopes of work, schedule milestones and expectations prior to construction start, PNCI performs the following activities, which results in a seamless project execution.

- Provide accurate, detailed instructions to bidding subcontractors.
- Convey the Owner's expectations to the subcontractors at the Scope Review Meeting.
- Provide a Scope Review Meeting for each subcontractor to review plans/specifications/details and layout expectations. Work together to gain consensus.
- Host pre-installation meeting with architect, consultants, and each subcontractor's on-site foreman.
- Before construction begins, ensure all subcontractors have the final drawings and specifications to date and contract documents and have thoroughly reviewed them.
- On the subcontractors first day starting work, review the initial systems/work put in place to ensure it is correct prior to them moving forward on the project.
- Schedule/coordinate weekly meetings with all subcontractors to ensure manpower and materials are procured and set up to be onsite. We then communicate with local jurisdictions to ensure they are aware of the phasing and how we will manage the public, construction deliveries and personnel.

*Provide a detailed description of how your firm will maximize the Colorado construction work force on this project.*

PNCI has a proven track record for maximizing local participation for a large, fast-tracked project. We have had considerable success with local subcontractors in similar communities such as Meeker, Glenwood Springs, Rifle, Parachute, Montrose, and the Aspen area. There are varying scopes of work that have been filled by these contracting companies such as site work, landscaping, excavation, rough carpentry, damp proofing and waterproofing, storefronts and glazing, metal wall panels, drywall and acoustical ceilings, window treatments, mechanical and plumbing, fire protection, electrical and common labor.

By implementing recruitment practices for increased local participation, PNCI can assist local subcontractors and suppliers to overcome obstacles in procuring work on larger projects. These obstacles usually consist of the following:

- **Manpower:** In projects that are typically larger, a larger amount of manpower in short durations might be required.
- **Management:** These subcontractors are not typically set up with the internal staff to process the paper requirements.



- **Bidding Assistance:** Often these subcontractors are overwhelmed by the sheer size of the bid documents. We provide assistance as an advocate in determining their scope of work and answering questions as needed.
- **Product Specifications:** Local suppliers/subcontractors often work with a limited number of suppliers and products. Getting their products specified by the design team is essential to them being competitive.
- **Bonding and Financing:** Often the local subcontractors don't have a bonding history for the magnitude this project will require. When bonding is difficult, some planning and financing included in their bids may be required to handle the 60 to 90-day payment turn around.

We propose the following three step process to take local participation to a new level.

1. **Create a Local Participation Advocate:** PNCI will provide a project manager to be responsible for assisting the subcontractors and suppliers in removing the above-mentioned obstacles to procuring the work. This person will serve as management help and training, a second set of eyes at bid time, and an advocate for getting local products specified. Since we have created relationships with local subcontractors, we understand their needs and know their strengths and capabilities.
2. **Formalize a Local Purchase Procedure:** By working with the Owner PNCI can establish document terms or modifications to assist in local preference. By putting these changes in place, the larger out-of-town contractors have incentive to involve these local subcontractors and suppliers.
3. **Team Wise:** Our Participation Advocate will assist in facilitating team opportunities for the smaller local subcontractors with larger out of town participants. PNCI can also supplement manpower shortages if they arise. By teaming with smaller subcontractors, we can supplement self-performed work listed earlier.

*Provide your firms safety record over the last ten years and describe your firms' efforts to retain and support employees.*

	2022	2021	2020	2019	2018
<b>PNCI</b>					
<b>Construction</b>	<b>1.61</b>	<b>1.36</b>	<b>0.77</b>	<b>0.78</b>	<b>0.75</b>



One benefit at PNCI Construction is getting to see our people grow and succeed within the company. In addition to the basics – job specific knowledge, reliability, accountability, staying cool under pressure – we can promote those individuals who are willing to go the extra mile and make sure their team is successful at the highest level. This in turn reflects on the success of their projects.

#### **GOALS FOR EMPLOYEE RETENTION:**

- Set a High Safety Standard
- Charge **ALL** Employees with Safety Monitoring
- Reward Employees for Exceptional Safety Management
- Reward Employees for Exceptional Service
- Help Employees Set Goals
- Help Employees Achieve Their Goals
- Foster the Collaborative **TEAM** Approach
- Encourage Learning
- Encourage Community Service







**32+****Years of Industry  
Experience****Education &  
Certifications**

AS/Business/ Middlesex  
County College  
Certificate of Achievement  
in Estimating Commercial  
Building/ Construction  
Estimating Institute  
BEST Card #3444-R

**Associations**

Western Colorado  
Contractor Association  
Colorado Association of  
Healthcare  
Engineers & Directors  
(CAHED)  
American Society for  
Healthcare  
Engineering of the  
American Hospital  
Association (ASHE)  
St. Mary's Foundation-  
Board of Directors  
Grand Junction Rotary  
Club Member

**References**

**St. Mary's Hospital**  
Heather Reinks  
Sr. Construction PM  
(970)298-6705

**Enstrom Candies, Inc.**  
Doug Simons,  
President  
(970) 683-2483

**Rocky Mountain C Stores**  
Gary Dean,  
President  
(970) 242-9511

## Frank P DeSantis, President

### PROJECT PRINCIPAL

As the owner of PNCi Construction, Frank is intimately involved in every aspect of PNCi. He coordinates scheduling with Project Managers, monitors operations pertaining to the project, and works with the Project Managers to ensure compliance with the Owner's requirements. He feels that it is important to stay aware of the project specifications and progress. If it is needed, he becomes involved in estimating and value engineering aspects of the project and ensures that the project is completed in a timely manner and within the budget.

### Traits That Make Frank The *Best Fit* For Your Project

With over 30 years of experience in the construction industry, Frank is able to envision a project from every angle, beginning to end. His extensive knowledge of the local subcontractor community, jobsite duties, safety, management and now ownership equips him with answers to tough problems that often arise during the construction process.

**Actively Involved in the Grand Junction Community.** Frank maintains his leadership in the General Contracting business on the Western Slope through leadership, communication and quality satisfaction. Frank serves on the Board of Directors for St. Mary's Hospital Foundation and is a active member of the Grand Junction Rotary Club.

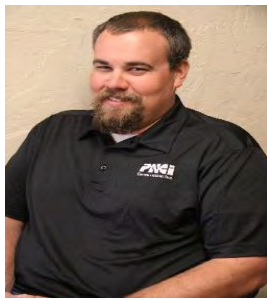
### Relevant Project Experience (CM/GC Delivery)

**Fruita Consumers Coop, Fruita, CO:** Completed June 2015 PNCi is provided GC/CM services for the remodel and addition to the existing Coop in Fruita. The project added 13,500 sf of new sales floor area to the existing building, remodel the existing area to accommodate a Wienerschnitzel and Freshway convenience store along with the ACE Hardware area.

**Williams Production RMT Co. Support Building, Rifle, CO:** PNCi completely remodeled an existing 13,000sf metal building including new roofing, additional RTU's, and siding. The interior build out provided for a conference room, lab, open office space IT/AC room, Computer room with split unit, bathrooms and office. The exterior remodel included miscellaneous site work, sidewalks and handicap parking.

**Battlement Mesa True Value Remodel, Battlement Mesa, CO:** PNCi put together a design build team to relocate an existing 20,000sf True Value Hardware store and Just Ask Rental store from Parachute to Battlement Mesa. The existing relocation space was an unoccupied tenant space that required the installation of a new bathroom, storage area, additional exits, new storefront entrance and overhead door that had to be cut in, new ADA access and exterior improvements.

**Colorado Mesa University - Fine Arts Remodel:** The 6,000sf first and third floor remodel for the Fine Arts building was to accomplish the addition of a 25 seat classroom where an existing outdoor patio was located and to remodel existing classrooms, rack room and mechanical room. The third floor work was the removal of an existing HVAC unit and the addition of structural steel to support the new pre-packed roof top unit. PNCi was able to coordinate the \$683,530 project around the University's summer curriculum with little disruption.

**20+****Years of Industry  
Experience  
Time Commitment  
25%****Education & Certifications**

CSU - BS Construction  
Management  
Mesa County GC License  
State of UT GC License  
OSHA 10 Hr. plus CE

**References**

Michael Hassig, RA, LEED  
AP  
Principal  
242 North Seventh Street  
Carbondale, CO 81623  
970.963.6760 office  
970.366.6476 mobile  
[mhassig@a4arc.com](mailto:mhassig@a4arc.com)

Dale Beede, Broker, CCIM  
S.U.R.E., LLC (Straight Up Real  
Estate)  
Ph: 970-244-6615  
Mobile: 970-250-9500  
[dbeede@suregi.com](mailto:dbeede@suregi.com)

Lower Valley Fire Dept  
Frank Cavalier  
970-858-3133  
[fcavaliere@fruita.org](mailto:fcavaliere@fruita.org)

David Taylor  
[dtaylor@coloradomesa.edu](mailto:dtaylor@coloradomesa.edu)  
Labor, Trades, &  
Crafts Operations  
Colorado Mesa University  
1100 North Ave.  
Grand Junction, CO 81501  
Phone 970-248-1515

## Tyler Schreiner

### Director of Construction

**Traits That Make Tyler the *Best Fit* for Your Project**

With over 20 years in commercial construction, Tyler has in-depth experience from pre-construction through project completion and closeout. He has completed several projects that were challenged by tight schedules, logistically, and through owner budget constraints. Through diligent preconstruction planning and quality communication to the owner and other players, he consistently completes these projects on schedule and within the budget requirements.

**Relevant Project Experience (CM/GC Delivery)****Community Hospital OR #5 Project****SMH Pediatrics 2020 Project****Rivertown Center MOB Project****Mind Springs Women's Recovery Center****Las Colonia's Amphitheater Project****Las Colonia's Picnic Shelters/ Restrooms- Four Units****Fruita Monument High School 2017 Bond Project****Dual Immersion Academy 2017 Bond Project****Lower Valley Fire Dist. Loma Station****Lower Valley Fire Dist.- Fruita Station****CMU Outdoor Programs Project****CMU Admissions Project****CMU Welcome Center Project****CMU Pinon Hall Project****CMU Confluence Hall Project (Engineering Building)****CMU Wingate Hall Project****CMU Innovation Center Project****Colorado Mesa University Maverick Center Renovations 2017 Project****Colorado Mesa University Maverick Center Renovations Ph 1-3 Projects****CMU Maverick Center Expansion Phase 4- Mav Pav Replacement and Expansion Project****City of Grand Junction City Council Renovation**

553 25 ½ Road Grand Junction, CO 81505

[www.pnciconstruction.com](http://www.pnciconstruction.com)

Phone: 970.242.3548

Fax: 970.242.0844



# Kimberly Rowe–Stark, Project Manager

As a Project Manager for PNCi Construction Inc., Kimberly is involved with projects beginning at hand off from Pre-Construction to completion. Her rolls include buyout and contracting, estimating upon project changes namely revisions, sketches, ASI's and or unforeseen field conditions. She coordinates schedules with Project Superintendent, ensures maintaining timely material deliveries, monitors operations pertaining to the project, and works with the Project Superintendent to ensure compliance with the Owner's requirements and successful completion. Kimberly works hard and prides herself regarding outstanding working relationships with the owner's reps, owner, architects, and engineers through good communication and strives to deliver projects on schedule and within budget.

## Traits That Make Kimberly the *Best Fit* For Your Project

With over 18 years of experience in the construction industry, Kimberly can envision a project from beginning to end. Her extensive knowledge of business law, contracting and buyout, material procurement, jobsite duties and safety all equips her with answers to tough problems that often arise during the construction process. Kimberly was fortunate enough to manage (2) innovative and prominent projects within downtown, Austin, TX during the construction boom of 2012-2018. Due to the location of her project sites, (proximity to the building department) the NFPA standards and upsized fire pumps that were required; these projects were chosen by the City of Austin's Fire Department Engineering team to act as "training facilities". Kimberly worked directly with the Senior Technical Staff Supervisor as well as closely with not only the Heads & Directors of the City of Austin Building Department but also extensively with Fire Department Engineers, Station Chiefs and Lieutenants while her projects were utilized as UNDER CONSTRUCTION "training facilities". Among the trainees were senior fire fighters, chiefs, lieutenants, probationary firefighters and EMT's all learning the functions of upsized fire pumps & NFPA 13r sprinkling systems. The AFD participants learned what to inspect for and how to successfully fight a fire in a building of these types by realized installations/uses of mechanics, devices, and tight urban infill logistics. These project permits were approved with special caveats, first time enacted code requirements and NFPA standards due to urban infill, traffic study impacts because the main emergency thoroughfares were bridges over the CO River (1st Street Bridge and South Congress Bridge), tight property lines and rooftop terrace occupancy. Unfortunately, also based on lessons learned from devastating catastrophes in the near years before these two projects were permitted with the code requirements & NFPA standards within the downtown area.

## Project Experience

### First Bank- Basalt Colorado

### CRFPD Training Facility- Carbondale, Colorado

### LaBelle- Hollywood, CA

146 Units 86mm

### HISTORIC Hollywood Towers – Hollywood, CA

53 Units Fully Occupied Rehab 30mm

### ICIS – Glendale, CA

186 Units, Mixed Use with 14 Townhomes 44mm

### Vista Catalina Apartments – Rancho Palos Verdes, CA

(2) Buildings 90 Units Fully Occupied Rehab 3.2mm

### Ascent Arboretum – Austin, TX

330 Units Wrap 31mm

Served as "Training Facility to AFD" NFPA 13r

### 422 at the Lake – Austin, TX (Austin Skyline)

207 Units Type I/Type 5 36mm

Served as "Training Facility to AFD" NFPA 13r

# 18+

**Years of Industry Experience**

## Education & Certifications

Southeastern Louisiana University  
OSHA 30 HR  
First Aide/CPR  
Forklift Operator

## References

District Manager  
(970) 434-7328

**Clifton Water District**  
Dale Tooker

Assistant Manager  
(970)250-4130

**Clifton Water District**  
Dave Reinertsen

Senior Technical Staff  
Supervisor/Fire Protection  
Engineer at International  
Code Council  
(512)767-5425  
Austin Fire Department  
Scott Stookey





Eric Anderson,

## Superintendent/QCM/Safety

As role of superintendent, Eric will bring a wide knowledge of how things work from the beginning to the end of your project. His attention to detail and ability to problem solve guarantees a quality product in an efficient period.

### Traits That Make Eric the *Best Fit* for Your Project

Eric has a strong background in construction, management and customer service developed through years of experience, training, and education. Self-motivated, enthusiastic and works well independently and/or as a contributing team member. Proven ability to initiate problem-solving projects, develop profitability through thinking "outside the box." Can build strong customer/client relationships with great skill to communicate a correct idea & goal to be expressed successfully & efficiently.

### Relevant Project Experience

**Carbondale & Rural Fire Protection District Training Facility**  
**Sopris Lofts, Carbondale Colorado**  
**Carbondale & Rural Fire Protection District Marble Fire Station #83**  
**Community Hospital OR #5 Renovations**  
**Alpine Bank New Data Room, Grand Junction Colorado**  
**Berko Residence, Aspen Colorado**  
**Kline Residence, Aspen Colorado**  
**Avalon Theatre, Grand Junction Colorado**  
**Meeker Hospital, Meeker Colorado**  
**Montrose Justice Center Remodel, Montrose Colorado**  
**Hilltop Family Resource Center, Montrose Colorado**  
**Vacmasters Inventory Warehouse, Arvada Colorado**  
**Haliburton Facility, Naples Utah**  
**Holy Cross, Maintenance and Inventory Warehouse Glenwood Springs Colorado**  
**June Creek Elementary, Edwards Colorado**  
**Glenwood Springs High School, Glenwood Springs Colorado**  
**Hospice Miller Homestead Remodel, Grand Junction Colorado**  
**Castle Valley Ranch Subdivision, New Castle Colorado**

**30+**

**Years of Industry  
Experience  
Time Commitment  
100%**

#### **Education & Certifications**

Bachelor of Arts,  
Colorado State  
University

ICC National Standard

#### **References**

Michael Hassig, RA, LEED  
AP  
Principal  
242 North Seventh  
Street  
Carbondale, CO 81623  
970.963.6760 office  
970.366.6476 mobile  
[mhassig@a4arc.com](mailto:mhassig@a4arc.com)

Carey Kamper  
Community Hospital  
970-250-8846  
[rkamper@gihosp.org](mailto:rkamper@gihosp.org)

Dave Kasnorr,  
Haliburton  
970-523-3600

## Prior Project Experience/Success

### Fruita Monument HS



Fruita Monument High School was a multi-phased project of which Phase 1 includes security and life safety upgrades, reroofing, site lighting and parking lot upgrades, as well as retrofitting the existing 152,000 SF building with fire suppression complete with removal and replacement of finishes, ceilings, and bringing into the building a new 8" fire riser. Phase 2 included the addition of a new common entry to the high school as well as a complete remodel to the existing administration offices, athletics offices, and counseling offices. New site lighting, parking lot improvements with associated site work was also completed.

Through diligent pre-construction planning and budgeting the project scope was generated with collaborative efforts between PNCI, SD51, and the Architect. The critical goals were to meet all of the Owner's needs and requirements of the project while maintaining a fixed budget and hard project schedule to ensure the work was completed without interruptions to the standard school calendar. PNCI brought a wealth of experience in these types of projects to the pre-construction phase to evaluate costs, schedule, constructability, and alternate means and methods so that these parameters were maintained. There were also diligent efforts made to bid the PNCI Projects in advance of the rest of the \$125M of work the school district wished to complete in 2018 to maintain scope pricing, competitive subcontractor bidding, material procurement and delivery considerations all in efforts to hit the project budgets and schedules.

#### Overall Construction Costs

2018 Scope Final Project Costs: \$2,360,592.00

2019 Scope Final Project Costs: \$11,503,505.00

Contract Amendments: \$0.00 in changes to date

#### Schedule History

May 2018 – August 2018-Phase 1

May 2019 -January 2020-Phase 2

#### Organizational structure of service delivery under the contract

CM/GC

#### Owner Reference:

Mesa County Valley School Dist. 51 (970) 260-0080

Eddie Mort [eddie.mort@d51schools.org](mailto:eddie.mort@d51schools.org)

#### Key assigned in-house staff

Principal in Charge – Frank P. DeSantis

Project Manager/ Estimator – Tyler Schreiner

Project Superintendent – Ron Johnson/ Robbie Sandidge

#### Architect Reference:

Chamberlin Architects-(970) 242-6804

Daniel Gartner [dgartner@chamberlinarchitects.com](mailto:dgartner@chamberlinarchitects.com)

#### Subcontracts used in the performance of the contract

All construction services were subcontracted exclusive of project management & supervision.

## Prior Project Experience/Success

### Community Hospital - Or #5



The PNCI Construction remodeled Community Hospital OR # 5. Which included the remodel of the existing Sterile Core Storage. A new Operating room with med gas, wag-d, nitrogen, nurse call. The HVAC System needed to be rerouted to accommodate the remodel. The storefronts were replaced, including new homeruns for electric sub panel. All this was done while not interrupting or delaying any function of the hospital and any surgeries in the OR suit.

#### Overall Construction Costs

Final Contract: \$633,675

#### Organizational structure of service delivery under the contract

CM/GC Hard Bid

#### Key assigned in-house staff

Principal in Charge – Frank P. DeSantis

Project Manager –Tyler Schreiner

Project Superintendent – Toby Thieman/ Eric Anderson

#### Subcontracts used in the performance of the contract

All construction services were subcontracted exclusive of project management, supervision, demolition, rough carpentry, accessories, and general requirements.

#### Schedule History

November 2019 – March 2020

#### Owner Reference

Community Hospital- Grand Junction Colorado

Carey Kamper

970-250-8846

[rkamper@gjhosp.org](mailto:rkamper@gjhosp.org)

#### Owner's Rep Reference

Phil Vaughn

(970) 379-0428

[phil@pvcmi.com](mailto:phil@pvcmi.com)

#### Architect Reference

Boulder and Associates

Andrew Holcomb

303-242-3734

[aholcomb@boulderassociates.com](mailto:aholcomb@boulderassociates.com)

## Prior Project Experience/Success

### **CRFPD Marble Station**



PNCI provided CM/GC Services for the complete renovation and expansion of the CRFPD Marble Fire Station in Marble Colorado. Project included the complete renovation and expansion of the antiquated building located in Marble. New finishes included expanded apparatus bays, new restrooms, offices, community center space with mini kitchen, gear storage, communications upgrades, and provisions for emergency backup power. Scheduling and logistical challenges were overcome due to remote work site and further complicated by Gunnison County COVID19 requirements and protocols. PNCI completed this project on time and under budget, even with these unprecedented challenges.

#### **Overall Construction Costs**

GMP Contract Value: \$1,194,392

Final Contract Value: \$1,117,274

#### **Organizational structure of service delivery under the contract**

CM/GC Services

#### **Key assigned in-house staff**

Principal in Charge – Tyler Schreiner

PM/Estimator- Tyler Schreiner

Project Superintendent – Eric Anderson

#### **Subcontracts used in the performance of the contract**

All construction services were subcontracted exclusive of project management, supervision, demolition, rough carpentry, accessories, and general requirements.

#### **Schedule History**

May 2020- December 2020

#### **Owner Reference:**

Carbondale Rural Fire

Chief Rob Goodwin

970-963-2491

#### **Architect Reference:**

A4 Architects

Brad Zeigel

970.963.6760

#### **Owner Representative:**

Phil Vaughan Construction Management

Phil Vaughan

970-625-5350



## Prior Project Experience/Success

### **CMU Welcome Center & Admissions Building**



PNCI successfully completed a complete renovation of the previous Outdoor Program and spectacularly transformed it into the new Welcome Center. Simultaneously, PNCI was also renovating the previous Welcome Center and transforming that into the new Admissions Building – which included a new ~1,200 SF addition, seamlessly integrated to match the aesthetics of the existing building. These projects and buildings also received a new TPO roofing system.

#### **Overall Construction Costs**

Original Budget: \$1,194,300.37

Final Project Costs: \$1,134,800.37

Contract Amendments: (\$59,500.00)

#### **Organizational structure of service delivery under the contract**

CM/GC

#### **Key assigned in-house staff**

Principal in Charge – Tyler Schreiner

Project Manager – Kyle Harbert

Project Superintendent – Kyle Harbert

#### **Subcontracts used in the performance of the contract**

All construction services were subcontracted exclusive of project management, supervision, rough carpentry, and general requirements.

#### **Schedule History**

May 2019 – July 2019

#### **Owner Reference:**

Colorado Mesa University

Dave Taylor

(970) 248-1515

[dtaylor@coloradomesa.edu](mailto:dtaylor@coloradomesa.edu)

#### **Architect Reference:**

Design West Architects

Grant Golightly / Steve Hilton

(801) 539-8221

## Prior Project Experience/Success

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### Aspen Country Inn



Interior and exterior renovations to an occupied 40 unit subsidized housing facility incorporated in two buildings which included roof replacements, structural roof framing modifications, balcony and balcony railing replacements, siding and stucco repairs, complete exterior and interior painting, site concrete replacement, additional storm drains, fire sprinkler repairs and head replacement, replacement and updating of common space finishes and lighting and HVAC systems, complete unit renovations consisting of new boiler and air handler system for each unit, complete kitchen replacements, complete bathroom replacements, flooring replacement, and lighting replacement.

#### Overall Construction Costs

Final Contract: \$5,501,366.46

Initial Contract: \$5,179,229.00

Contract Amendments: \$322,137.46

#### Organizational structure of service delivery under the contract

CM/GC

#### Key assigned in-house staff

Principal in Charge – Frank P. DeSantis

Project Manager – Mark DeWolfe

Project Superintendent – Jeremy Schmitt/Jeff Lyon

#### Subcontracts used in the performance of the contract

All construction services were subcontracted exclusive of project management, supervision, demolition, rough carpentry, accessories, and general requirements.

#### Schedule History

August 2016 – April 2017

#### Owner Reference:

Phil Vaughn

(970) 379-0428

phil@pvcmi.com

#### Architect Reference:

bg Design

Barry Gereb

(970) 948-6709

barry.gereb@bgdesignaspen.com



# **AIA**® Document A305™ – 1986

## **Contractor's Qualification Statement**

The Undersigned certifies under oath that the information provided herein is true and sufficiently complete so as not to be misleading.

**SUBMITTED TO:** City Of Rifle

**ADDRESS:** 202 Railroad Ave. Rifle CO, 81650

**SUBMITTED BY:** PNCl Construction, Inc.

**NAME:** Frank P. DeSantis

**ADDRESS:** 553 25 1/2 Road, Grand Junction, CO 81505

### **PRINCIPAL OFFICE:**

- ☒ Corporation  
☐ Partnership  
☐ Individual  
☐ Joint Venture  
☐ Other

**NAME OF PROJECT:** *(if applicable)* Annual Contract to Apply Slurry Seal

**TYPE OF WORK:** *(file separate form for each Classification of Work)*

- ☒ General Construction  
☐ HVAC  
☐ Electrical  
☐ Plumbing  
☐ Other: *(Specify)*

### **§ 1 ORGANIZATION**

**§ 1.1** How many years has your organization been in business as a Contractor? 64 years

**§ 1.2** How many years has your organization been in business under its present business name? 18 years

**§ 1.2.1** Under what other or former names has your organization operated?

Phipps Newell Construction / Phipps Construction, Inc.

**§ 1.3** If your organization is a corporation, answer the following:

**§ 1.3.1** Date of incorporation: September 2004

**§ 1.3.2** State of incorporation: Colorado

**§ 1.3.3** President's name: Frank P DeSantis

### **ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This form is approved and recommended by the American Institute of Architects (AIA) and The Associated General Contractors of America (AGC) for use in evaluating the qualifications of contractors. No endorsement of the submitting party or verification of the information is made by AIA or AGC.



§ 1.3.4 Vice-president's name(s)

§ 1.3.5 Secretary's name: Susan DeSantis

§ 1.3.6 Treasurer's name: Susan DeSantis

§ 1.4 If your organization is a partnership, answer the following: N/A

§ 1.4.1 Date of organization:

§ 1.4.2 Type of partnership (if applicable):

§ 1.4.3 Name(s) of general partner(s)

§ 1.5 If your organization is individually owned, answer the following: N/A

§ 1.5.1 Date of organization:

§ 1.5.2 Name of owner:

§ 1.6 If the form of your organization is other than those listed above, describe it and name the principals:

N/A

## § 2 LICENSING

§ 2.1 List jurisdictions and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable.

General Contractor - City of Grand Junction License # 20221017

§ 2.2 List jurisdictions in which your organization's partnership or trade name is filed.

State of Colorado

## § 3 EXPERIENCE

§ 3.1 List the categories of work that your organization normally performs with its own forces.

General Contractor

§ 3.2 Claims and Suits. (If the answer to any of the questions below is yes, please attach details.)

§ 3.2.1 Has your organization ever failed to complete any work awarded to it?

N/A

§ 3.2.2 Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers?

N/A

§ 3.2.3 Has your organization filed any law suits or requested arbitration with regard to construction contracts within the last five years?

N/A

§ 3.3 Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? (If the answer is yes, please attach details.)

N/A

§ 3.4 On a separate sheet, list major construction projects your organization has in progress, giving the name of project, owner, architect, contract amount, percent complete and scheduled completion date.

Attached

§ 3.4.1 State total worth of work in progress and under contract:

§ 3.5 On a separate sheet, list the major projects your organization has completed in the past five years, giving the name of project, owner, architect, contract amount, date of completion and percentage of the cost of the work performed with your own forces.

Attached

§ 3.5.1 State average annual amount of construction work performed during the past five years:

§ 3.6 On a separate sheet, list the construction experience and present commitments of the key individuals of your organization.

#### § 4 REFERENCES

§ 4.1 Trade References: U.S. Bank

§ 4.2 Bank References: Dori Clutter 970-244-7538

§ 4.3 Surety:

§ 4.3.1 Name of bonding company: Hub International

§ 4.3.2 Name and address of agent:

Tim Blanchard - 2742 Crossroads Blvd. Grand Junction CO 81506

#### § 5 FINANCING

§ 5.1 Financial Statement.

§ 5.1.1 Attach a financial statement, preferably audited, including your organization's latest balance sheet and income statement showing the following items: N/A

Current Assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory and prepaid expenses); N/A

Net Fixed Assets;

Other Assets;

Current Liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes); N/A

Other Liabilities (e.g., capital, capital stock, authorized and outstanding shares par values, earned surplus and retained earnings). N/A

§ 5.1.2 Name and address of firm preparing attached financial statement, and date thereof:

N/A

§ 5.1.3 Is the attached financial statement for the identical organization named on page one?

N/A

§ 5.1.4 If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsidiary).

N/A

§ 5.2 Will the organization whose financial statement is attached act as guarantor of the contract for construction?

N/A

#### § 6 SIGNATURE

§ 6.1 Dated at this ____ day of

Name of Organization:

By:

Title:

#### § 6.2

M being duly sworn deposes and says that the information provided herein is true and sufficiently complete so as not to be misleading.

Subscribed and sworn before me this ____ day of

Notary Public:

My Commission Expires:

Project Name: #22025 Platinum Towing / Carlson Enterprises

Owner: Roseanne & Eric Carlson

Architect: Kraai Design Architecture

Contract Amount: 1.5 million

Percent Complete: Pre- Con

Scheduled Completion Date: Fall of 2022

Project Name: #22031 Enstrom New Facility Project

Owner: Doug Simons Jr. & Jim Simons, Doug Simons, Jamee Simons

Architect: Webber Smith

Contract Amount: \$15 million

Percent Complete: Pre-Con

Scheduled Completion Date: Spring of 2024

Project Name: #2095 The Eddy

Owner: Four Points Financial Group

Architect: Tucker Johnson Architects

Contract Amount: \$19,767,205.00

Percent Complete: 65%

Scheduled Completion Date: August 2022

Project Name: #21065 First Bank

Owner: First Bank Holding Company

Architect: Two Seven Inc dba 2757 Design Co.

Contract Amount: \$3,203,247.00

Percent Complete: 87%

Scheduled Completion Date: April 2022

Project Name: #21222 Rivertown Center Retail #2 Core & Shell

Owner: DRK Associates LLC.

Architect: Blythe Group +

Contract Amount: \$749,654.00

Percent Complete: 50%

Scheduled Completion Date: May 2022



Completed Project Name: [ANB Bank 12th & Patterson](#)  
Owner: [RMG Group](#)  
Architect: [Open Studio Architecture, LLC](#)  
Contract Amount: [\\$1,923,347.00](#)  
Date of Completion: [October 2018](#)  
Percentage of cost: [5% performed by own Forces](#)

Completed Project Name: [Capco Storage Building](#)  
Owner: [Capco LLC.](#)  
Architect: [Gregg Associates](#)  
Contract Amount: [\\$420,655.00](#)  
Date of Completion: [August 2018](#)  
Percentage of cost: [30% performed by own Forces](#)

Completed Project Name: [Tumbleweed Carbondale](#)  
Owner: [Tumbleweed Holding Co. Mark Smith](#)  
Architect: [Maggie T. Fitzgerald Architecture](#)  
Contract Amount: [\\$309,161.00](#)  
Date of Completion: [October 2018](#)  
Percentage of cost: [60% performed by own Forces](#)

Completed Project Name: [CMU Admissions and Welcome Center](#)  
Owner: [CMU](#)  
Architect: [Design West Architects](#)  
Contract Amount: [\\$1,116,817.00](#)  
Date of Completion: [August 2018](#)  
Percentage of cost: [20% performed by own Forces](#)

Completed Project Name: [Fruita Monument High School- Pool](#)  
Owner: [Mesa County Valley School District 51](#)  
Architect: [GS Robson Architecture, Inc.](#)  
Contract Amount: [\\$372,974.00](#)  
Date of Completion: [July 2018](#)  
Percentage of cost: [30% performed by own Forces](#)

Completed Project Name: [IHM Church – Parking Lot, New Roof, R& R HVAC](#)

Owner: [Diocese of Pueblo](#)

Architect: N/A

Contract Amount: [\\$469,745.00](#)

Date of Completion: [September 2018](#)

Percentage of cost: [5% performed by own Forces](#)

Completed Project Name: [Clifton Elementary School Renovation](#)

Owner: [Mesa County Valley School District 51](#)

Architect: [DPA Architectural Group](#)

Contract Amount: [\\$1,647,091.00](#)

Date of Completion: [August 2018](#)

Percentage of cost: [10% performed by own Forces](#)

Completed Project Name: [Dual Immersion Academy - Renovation](#)

Owner: [Mesa County Valley School District 51](#)

Architect: [Chamberlin Architects](#)

Contract Amount: [\\$4,862,778.00](#)

Date of Completion: [February 2019](#)

Percentage of cost: [5% performed by own Forces](#)

Completed Project Name: [Fruita Monument High School](#)

Owner: [Mesa County Valley School District 51](#)

Architect: [Chamberlin Architects](#)

Contract Amount: [\\$2,226,908.00](#)

Date of Completion: [August 2018](#)

Percentage of cost: [5% performed by own Forces](#)

Completed Project Name: [St Mary's Vascular Clinic Renovation](#)

Owner: [SCL Health](#)

Architect: [Davis Partnership](#)

Contract Amount: [\\$288,230.00](#)

Date of Completion: [April 2018](#)

Percentage of cost: [40% performed by own Forces](#)

Completed Project Name: [Hybrid Confections LLC.](#)

Owner: [Hybrid Confections LLC.](#)

Architect: [Ron Slade PE LLC.](#)

Contract Amount: [\\$333,016.00](#)

Date of Completion: [July 2019](#)

Percentage of cost: [60% performed by own Forces](#)

Completed Project Name: [Clark's Market Crested Butte RX](#)

Owner: [Clark's Market Aspen LLC.](#)

Architect: [J Reeser Architect, LLC.](#)

Contract Amount: [\\$341,210.00](#)

Date of Completion: [June 2020](#)

Percentage of cost: [10% performed by own Forces](#)

Completed Project Name: [CMU Alberts Hall](#)

Owner: [CMU](#)

Architect: [N/A](#)

Contract Amount: [\\$79,502.00](#)

Date of Completion: [August 2019](#)

Percentage of cost: [40% performed by own Forces](#)

Completed Project Name: [CMU Pinion Hall Renovation](#)

Owner: [CMU](#)

Architect: [Design West](#)

Contract Amount: [\\$1,100,000.00](#)

Date of Completion: [July 2019](#)

Percentage of cost: [5% performed by own Forces](#)

Completed Project Name: [Community Hospital OR #5](#)

Owner: [Community Hospital](#)

Architect: [Boulder Associates, Inc.](#)

Contract Amount: [\\$633,708.00](#)

Date of Completion: [April 2020](#)

Percentage of cost: [20% performed by own Forces](#)

Completed Project Name: [Las Colonias Business Park – Restrooms](#)

Owner: [City of Grand Junction](#)

Architect: [Method Studio](#)

Contract Amount: [\\$928,264.00](#)

Date of Completion: [December 2019](#)

Percentage of cost: [15% performed by own Forces](#)

Completed Project Name: [Lower Valley fire District Loma Addition](#)

Owner: [Lower Valley Fire District, Fruita](#)

Architect: [Kraai Design Architecture](#)

Contract Amount: [\\$159,328.00](#)

Date of Completion: [January 2020](#)

Percentage of cost: [20% performed by own Forces](#)

Completed Project Name: [Fruita Monument High School Renovation and Addition](#)

Owner: [Mesa County Valley School District 51](#)

Architect: [Chamberlin Architects](#)

Contract Amount: [\\$13,956,566.00](#)

Date of Completion: [December 2019](#)

Percentage of cost: [5% performed by own Forces](#)

Completed Project Name: [Mind Springs](#)

Owner: [CO West Asset Management, LLC.](#)

Architect: [Intermountain Architecture LTD.](#)

Contract Amount: [\\$4,592,435.00](#)

Date of Completion: [June 2020](#)

Percentage of cost: [5% performed by own Forced](#)

Completed Project Name: [Parachute Splash Pad](#)

Owner: [Town of Parachute](#)

Architect: [High Country Engineering Inc.](#)

Contract Amount: [\\$380,168.00](#)

Date of Completion: [September 2019](#)

Percentage of cost: [15% performed by own Forces](#)



Completed Project Name: [Rivertown Center MOB](#)

Owner: [DRK Associates LLC.](#)

Architect: [Blythe Design +](#)

Contract Amount: [\\$4,409,742.00](#)

Date of Completion: [June 2021](#)

Percentage of cost: [5% performed by own Forces](#)

Completed Project Name: [Patterson Primary Care Unit, Rivertown Center TI MOB](#)

Owner: [SCL Health](#)

Architect: [Davis Partnerships](#)

Contract Amount: [\\$4,291,279.00](#)

Date of Completion: [August 2021](#)

Percentage of cost: [5% performed by own Forces](#)

Completed Project Name: [Sopris Lofts](#)

Owner: [1201 CO Investors, LLC.](#)

Architect: [Neo Studio](#)

Contract Amount: [\\$6,362,604 .00](#)

Date of Completion: [August 2021](#)

Percentage of cost: [15% performed by own Forces](#)

Completed Project Name: [Pacific Steel Baler Building](#)

Owner: [Pacific Hide & Fur Depot](#)

Architect: [Karri Architectural Design](#)

Contract Amount: [\\$1,151,604.00](#)

Date of Completion: [November 2021](#)

Percentage of cost: [15% performed by own Forces](#)

Completed Project Name: [C&RFPD, Westend Station #84](#)

Owner: [Carbondale & Rural Fire Protection District](#)

Architect: [A4 Architects, LLC](#)

Contract Amount: [\\$879,239.00](#)

Date of Completion: [October 2021](#)

Percentage of cost: [5% performed by own Forces](#)

Completed Project Name: [C&RFPD, Marble Station #83](#)  
Owner: [Carbondale & Rural Fire Protection District](#)  
Architect: [A4 Architects, LLC.](#)  
Contract Amount: [\\$1,117,274.00](#)  
Date of Completion: [December 2021](#)  
Percentage of cost: [5% performed by own Forces](#)

Completed Project Name: [C&RFPD, Training Facility](#)  
Owner: [Carbondale & Rural Fire Protection District](#)  
Architect: [A4 Architects, LLC.](#)  
Contract Amount: [\\$1,515,182.00](#)  
Date of Completion: [March 2022](#)  
Percentage of cost: [5% performed by own Forces](#)

Completed Project Name: [SCL Health Cardiology](#)  
Owner: [SCL Health](#)  
Architect: [Davis Partnership](#)  
Contract Amount: [\\$180,793.00](#)  
Date of Completion: [February 2022](#)  
Percentage of cost: [40% performed by own Forces](#)

Completed Project Name: [DeBeque Greenhouses](#)  
Owner: [Maxwell Pollet, The Flower Collective, LTD.](#)  
Architect: [Kraai Architectural Design](#)  
Contract Amount: [\\$4,749,878.00](#)  
Date of Completion: [January 2022](#)  
Percentage of cost: [30% performed by own Forces](#)



# BUDGET CONSIDERATIONS

## Communication

From project conception to completion PNCI utilizes a simple one-page document called a “Constraint Log” to track action and constraint items that effect the critical path. By making this item part of the weekly OAC meetings, the requirement to update gives everyone the simple visual to see how neglected items can move up the page closer to the impact date.

**??? Project ???**



**PNCI**  
Construction Inc.

Project No.:  
Address:

**CONSTRAINT LOG**

Date: 10/9/2018  
Author:

tlx = todd, cc = christopher, fd = frank, kp = kris, super = superintendent

LEVEL 1 - CURRENTLY IMPACTING						
ISSUE #	BIC	Item	Estimated Complete	Complete		Notes
				Yes	No	
1				<input type="checkbox"/>	<input type="checkbox"/>	
2				<input type="checkbox"/>	<input type="checkbox"/>	
3				<input type="checkbox"/>	<input type="checkbox"/>	
4				<input type="checkbox"/>	<input type="checkbox"/>	
5				<input type="checkbox"/>	<input type="checkbox"/>	
6				<input type="checkbox"/>	<input type="checkbox"/>	
7				<input type="checkbox"/>	<input type="checkbox"/>	
8				<input type="checkbox"/>	<input type="checkbox"/>	
9				<input type="checkbox"/>	<input type="checkbox"/>	
10				<input type="checkbox"/>	<input type="checkbox"/>	

LEVEL 2 - 1 WEEK UNTIL IMPACT - REQUIRED BY NEXT OAC MEETING						
ISSUE #	BIC	Item	Estimated Complete	Complete		Notes
				Yes	No	
1				<input type="checkbox"/>	<input type="checkbox"/>	
2				<input type="checkbox"/>	<input type="checkbox"/>	
3				<input type="checkbox"/>	<input type="checkbox"/>	
4				<input type="checkbox"/>	<input type="checkbox"/>	
5				<input type="checkbox"/>	<input type="checkbox"/>	
6				<input type="checkbox"/>	<input type="checkbox"/>	
7				<input type="checkbox"/>	<input type="checkbox"/>	
8				<input type="checkbox"/>	<input type="checkbox"/>	
9				<input type="checkbox"/>	<input type="checkbox"/>	
10				<input type="checkbox"/>	<input type="checkbox"/>	

LEVEL 3 - MORE THAN 1 WEEK - OAC MEETING TIME FRAME						
ISSUE #	BIC	Item	Estimated Complete	Complete		Notes
				Yes	No	
1				<input type="checkbox"/>	<input type="checkbox"/>	
2				<input type="checkbox"/>	<input type="checkbox"/>	
3				<input type="checkbox"/>	<input type="checkbox"/>	



# Conceptual Estimating

In some instances, it has been necessary to provide detailed break-down estimates by room. The below is an example from a complex 52-room project at St. Mary's Hospital.

**St. Mary's PAR Excellence - FGMP**



**PNCI**  
Construction Inc.

## ROOM MLA209 - ESTIMATE

Project No.: 1714  
Address: 2635 N. 7th Street  
Grand Junction, CO 81501

Date: 3/15/2017  
Estimator: TLS  
Project Duration:

CODE	Description	Quan	Unit	Labor	Material	Vendor / Sub	Total
<b>General Conditions</b>							
01-105	Builders Risk					105.00	\$ 105.00
01-120	Permit Fees						\$ -
01-311	Project Manager			260.00			\$ 260.00
01-313	Project Superintendent			1,335.00			\$ 1,335.00
01-315	General Labor			200.00			\$ 200.00
01-317	Vehicle Expense				25.00		\$ 25.00
01-529	Sanitary Facilities					15.00	\$ 15.00
01-547	Small Tools				88.00		\$ 88.00
01-585	Safety Signage				20.00		\$ 20.00
01-744	Cleaning			200.00	25.00		\$ 225.00
01-755	Trash Dumpsters & Fees					50.00	\$ 50.00
01-770	Close-Out & Punch List				25.00		\$ 25.00
01-771	Consumables				50.00		\$ 50.00
<b>Self Performed Work</b>							
	ICRA			225.00	250.00		\$ 475.00
	Demo Door						\$ -
	Demo Crash Rails	4		180.00			\$ 180.00
	Demo Cabinet			-			\$ -
	Demo Wall			-			\$ -
	Demo Flooring			-			\$ -
	Relocate Glove Container			-			\$ -
	Install PAR-Ex Panels	15		675.00	390.00		\$ 1,065.00
	Install Door Hardware						\$ -
	Install PC Mount	1		180.00	10.00		\$ 190.00
	Framing, Drywall & Drywall Patch			135.00	10.00		\$ 145.00
	Fire Caulking			90.00	45.00		\$ 135.00
	Wall Rating				-		\$ -
	Painting	606	sf	1,121.00			\$ 1,121.00
	Floor & Rubber Base Patching						\$ -
	Install Corner Guard			-	-		\$ -
	Remove / Replace Counter-top			-	-		\$ -
	Install FEP			-	-		\$ -
	Install PAR-Ex Controller			-	-		\$ -
<b>Subcontractors</b>							
	EC Electric			-	215.00	1,449.00	\$ 1,664.00
	Kenny Electric			-			\$ -
	Falcon Plumbing			-			\$ -
	Kinney Construction (Tops, FEP)			-			\$ -
<b>Vendors</b>							
	McKinney Door (Hardware Sets)			-			\$ -
	In-Pro (Corner Guards)			-			\$ -
<b>Subtotals</b>				<b>Labor</b>	<b>Materials</b>	<b>Vendor / Sub</b>	<b>Total</b>
				\$4,801.00	\$1,153.00	\$1,619.00	\$7,373.00
				<b>Direct Cost of Work</b>			\$7,373.00
				Liability Insurance		1.45%	\$106.91
				Contractors Fee		8.00%	\$589.39
				Bond		1.50%	\$121.17
				<b>Estimate Total:</b>			<b>\$8,200.00</b>

**St. Mary's PAR Excellence - FGMP**



**PNCI**  
Construction Inc.

## ROOM MLA213 - ESTIMATE

Project No.: 1714  
Address: 2635 N. 7th Street  
Grand Junction, CO 81501

Date: 3/15/2017  
Estimator: TLS  
Project Duration:

CODE	Description	Quan	Unit	Labor	Material	Vendor / Sub	Total
<b>General Conditions</b>							
01-105	Builders Risk					105.00	\$ 105.00
01-120	Permit Fees						\$ -
01-311	Project Manager			260.00			\$ 260.00
01-313	Project Superintendent			1,430.00			\$ 1,430.00
01-315	General Labor			200.00			\$ 200.00
01-317	Vehicle Expense				25.00		\$ 25.00
01-529	Sanitary Facilities					15.00	\$ 15.00
01-547	Small Tools				88.00		\$ 88.00
01-585	Safety Signage				20.00		\$ 20.00
01-744	Cleaning			200.00	25.00		\$ 225.00
01-755	Trash Dumpsters & Fees					50.00	\$ 50.00
01-770	Close-Out & Punch List				25.00		\$ 25.00
01-771	Consumables				50.00		\$ 50.00
<b>Self Performed Work</b>							
	ICRA			225.00	250.00		\$ 475.00
	Demo Door						\$ -
	Demo Crash Rails			-			\$ -
	Demo Cabinet			-			\$ -
	Demo Wall			-			\$ -
	Demo Flooring			-			\$ -
	Relocate Glove Container	1		45.00			\$ 45.00
	Install PAR-Ex Panels	1		45.00	26.00		\$ 71.00
	Install Door Hardware						\$ -
	Install PC Mount						\$ -
	Framing, Drywall & Drywall Patch						\$ -
	Fire Caulking			90.00	45.00		\$ 135.00
	Wall Rating						\$ -

And then follow up summaries by combining room into phases:

St. Mary's PAR Excellence						
<b>PNCi</b> Construction Inc.		<b>FGMP - SUMMARY</b>				
Project No.: 1714		Date: 3/15/2017				
Address: 2635 N. 7th Street		Estimator: TLS				
Grand Junction, CO 81501		Project Duration: 25 Weeks				
Rooms	Labor	Material	Vendor / Sub	Fees	Total	Phase Total
<b>Phase 1</b>						
08B222	3093.00	873.00	5,045.00	1,011.00	\$ 10,022.00	
07B231	2886.00	606.00	2,279.00	647.00	\$ 6,418.00	
06B251	2063.00	554.00	170.00	313.00	\$ 3,100.00	\$ 19,540.00
<b>Phase 2</b>						
08B216	3109.00	812.00	4,939.00	994.00	\$ 9,854.00	
07A206	2889.00	705.00	4,726.00	933.00	\$ 9,253.00	
06B242	1928.00	597.00	572.00	348.00	\$ 3,445.00	\$ 22,552.00
<b>Phase 3</b>						
08A194	4628.00	1,090.00	9,691.00	1,728.00	\$ 17,137.00	
07A192	2258.00	618.00	709.00	402.00	\$ 3,987.00	
06B233	2558.00	795.00	4,939.00	930.00	\$ 9,222.00	
01D365	2164.00	690.00	900.00	421.00	\$ 4,175.00	\$ 34,521.00
<b>Phase 4</b>						
07A188	2119.00	656.00	863.00	408.00	\$ 4,046.00	
3450	4483.00	803.00	6,575.00	1,330.00	\$ 13,191.00	
03B241	3335.00	797.00	1,254.00	604.00	\$ 5,990.00	
06A205	2479.00	538.00	3,881.00	774.00	\$ 7,672.00	\$ 30,899.00
<b>Phase 5</b>						
06A196	2355.00	673.00	644.00	412.00	\$ 4,084.00	
1CV101	2580.00	752.00	642.00	446.00	\$ 4,420.00	\$ 5,504.00
<b>Phase 6</b>						
03B220	2102.00	697.00	1,024.00	429.00	\$ 4,252.00	
3R03	2222.00	787.00	4,555.00	846.00	\$ 8,412.00	
3R05	2222.00	797.00	4,555.00	850.00	\$ 8,424.00	
1170D	2387.00	1,027.00	5,717.00	1,024.00	\$ 10,155.00	\$ 31,243.00
<b>Phase 7</b>						
03B214	3345.00	980.00	5,771.00	1,132.00	\$ 11,228.00	
3432	4438.00	813.00	6,575.00	1,326.00	\$ 13,152.00	
2-57	3270.00	910.00	8,974.00	1,475.00	\$ 14,629.00	\$ 39,009.00
<b>Phase 8</b>						
03A114	3722.00	899.00	9,088.00	1,537.00	\$ 15,246.00	
2-26	2539.00	699.00	982.00	474.00	\$ 4,694.00	
03A181	2575.00	622.00	431.00	407.00	\$ 4,035.00	
MLD112	6199.00	2,452.00	11,505.00	2,260.00	\$ 22,416.00	\$ 46,391.00
<b>Phase 9</b>						
03A182	4214.00	994.00	5,598.00	1,212.00	\$ 12,018.00	
2-14	4936.00	837.00	10,501.00	1,825.00	\$ 18,099.00	
MLA286/287	13173.00	2,194.00	2,311.00	1,982.00	\$ 19,660.00	\$ 49,777.00
<b>Phase 10</b>						
01A326	2670.00	804.00	431.00	438.00	\$ 4,343.00	
01D340	4005.00	1,301.00	1,530.00	767.00	\$ 7,603.00	
MLA209	4601.00	1,153.00	1,619.00	827.00	\$ 8,200.00	\$ 20,146.00
<b>Phase 11</b>						
01A354	3937.00	1,118.00	902.00	668.00	\$ 6,625.00	
01A359	4178.00	840.00	642.00	635.00	\$ 6,295.00	\$ 12,920.00
<b>Phase 12</b>						
01A310	8971.00	2,723.00	3,739.00	1,730.00	\$ 17,163.00	
01B243	8833.00	1,638.00	5,781.00	1,822.00	\$ 18,074.00	
01A294	1973.00	567.00	243.00	312.00	\$ 3,095.00	\$ 38,332.00

# Value Management

PNCI is not afraid to do the work to help a client realize their project to completion.



Construction, Inc.

553 25 1/2 Road

GRAND JUNCTION, COLORADO 81505

Phone: 970-242-3548

Fax: 970-242-0844

## Value Engineering

November 19, 2015

Pediatric Dental Specialists of Western Colorado  
2466 Highway 6 & 50 Unit 3  
Grand Junction, Colorado 81505

Re: Dr. Cox Tenant Remodel

### Defined Flooring Scope of Work

- **Deduct:** **\$34,306.00**
- **Scope of Work:**
  - Salvage in place the vinyl flooring as highlighted in green on the plan sheet attached.
  - Change the specified carpet to Bigalow Structured Motion, which is the same carpet as is existing.
  - Change the specified LVT to Centiva Event Stone, which is the same LVT as is existing. Keep in place the existing flooring as highlighted in green and patch in area as highlighted in pink per the attached drawings and change Hall 133, Hall 136 and Foyer 139 from carpet to LVT.
  - Change the specified tile to 12 x 12 Multi Forest Slate, which is the same as existing.
- **Notes**
  - Flooring from rooms Closet 114, Men's 115, Closet 116, Office 117, Hall 118, Office 119, Office 120 and Office 121 has been removed from this scope of work.
  - Tile wainscot has been deducted has been removed from all restrooms except restroom 103.
  - Glass tile has been removed completely.

### Salvage & Re-Use HVAC Ductwork, Supplies and Grills

- **Deduct:** **\$ 6,065.00**
- **Scope of Work:**
  - Salvage and re-use as much HVAC ductwork, supplies and grills as possible.
- **Notes**
  - Test and balance is still included.
  - Grills may not be an exact match as new.

### Electrical Changes

- **Deduct:** **\$ 11,610.00**
- **Scope of Work:**
  - Deduct all type A and type AE fixtures. Dr. Cox will purchase 14 used fixtures that will be installed by the electrical contractor. Salvage and reuse the existing.
  - Provide (11) LED EM fixtures to provide emergency lighting where AE fixtures are not being used.
  - Change all type B and BE fixtures to standard recessed housings with LED trims.
  - Deduct all type D fixtures and reuse existing.
  - Deduct all type K fixtures entirely.
  - Deduct all dimmers.

Office 128:

- All new.
- Delete upper cabinets.

Office 129:

- Relocate full unit from existing Consult 123.
- Move doorway to the south.

Imaging 130:

- Relocate unit from existing Imaging 118.
- Provide all new scribe fillers as needed.

Imaging 132:

- All new. Duplicate unit from existing Imaging 118.

Steri 134:

- Relocate (4) – 32" upper cabinets from existing Steri 119.
- Relocate (2) – 16" upper cabinets from existing Steri 119.
- Relocate (1) – upper Corner Cabinet from existing Lab 108.
- Relocate (1) – 27" upper cabinet from existing Business 105.
- Relocate (1) – 27" upper cabinet from existing Office 112.
- Provide (1) new 10" upper cabinet w/ glass door to match.
- Relocate (1) – 17" lower cabinet with 1 drawer and 1 door from existing Steri 119.
- Relocate (1) – 30" lower cabinet Sink Base from existing Steri 119.
- Relocate (1) – 16 ½" lower cabinet with 1 drawer and 1 door from existing Steri 119.
- Relocate (1) – 16 ½" lower cabinet with 1 door from existing Steri 119.
- Relocate (1) – 22" lower cabinet with 4 drawers from existing Steri 119.
- Relocate (1) – 22" equipment lower cabinet from existing Steri 119.
- Relocate (1) – 36" lower cabinet with 2 side by side upper drawers and 2 doors from existing Steri 119.
- Relocate (1) – 28" lower cabinet with 2 side by side upper drawers and 2 doors from existing Hygiene 122.
- Provide (1) new 9" - 1 door lower cabinet.
- Provide (1) new 15" - 1 drawer and 1 door lower cabinet.
- Provide all new countertops.
- Provide all new scribe fillers as needed.
- Detail A5 on A2.3 is to be all new.

Lab 140:

- Keep in place (1) existing 16" – (2) drawer lower cabinet.
- Keep in place (1) existing 30" Sink Base.
- Relocate (1) existing 18" – (4) drawer lower cabinet from existing Lab 108.
- Keep in place (1) existing 31" upper cabinet.
- Keep in place (1) existing 28" upper cabinet.
- Keep in place (10 existing 30 ½" upper cabinet.
- Provide (1) new 24" – (1) drawer and (1) door lower cabinet.
- Provide (1) new 33" upper cabinet.
- Provide new countertop.
- Provide all new scribe fillers as needed.

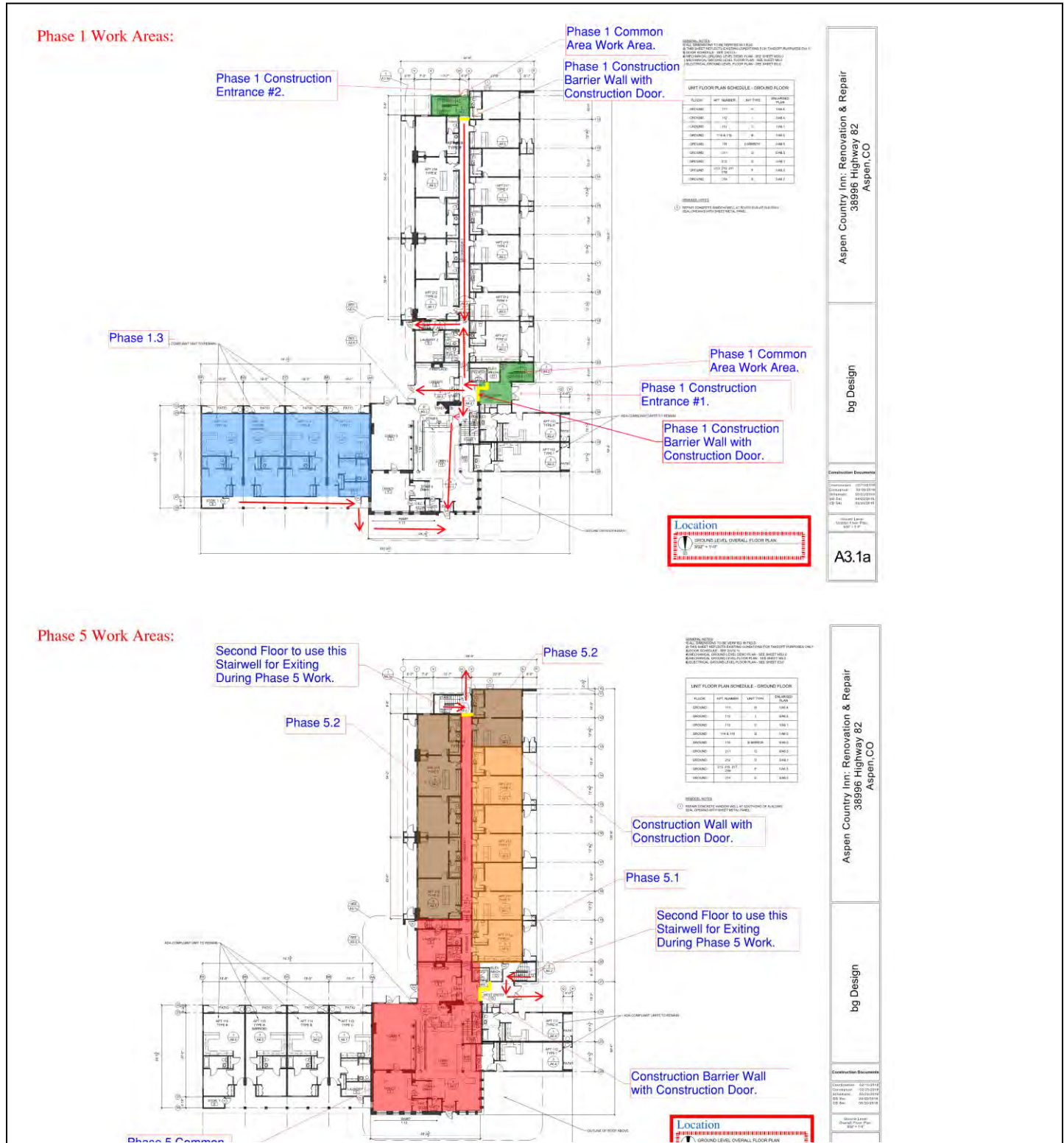
Break 142:

- Relocate (1) – 30" sink base from existing Break 111.
- Relocate (1) - 9" lower cabinet with (4) drawers from existing Break 111.
- Relocate (1) – 32" microwave upper cabinet from existing Break 111.
- Relocate (1) - 34" upper from existing Break 111.
- Relocate (1) – 30" Refrigerator cabinet from existing Break 111.
- Provide (1) new – 10" – (4) drawer lower cabinet.
- Provide (1) new – 12" x 12" lower corner cabinet.
- Provide (1) new – 12" – (4) drawer lower cabinet.



# Detailed Planning

Nothing helps achieving success full project completion than diligent planning. Below are a few cuts of CMP plans that helped the Aspen Country Inn project achieve successful completion on time in every phase.



Methods of Procedure help communicate effectively between the team members especially when complex and life dependent systems are in play.



## METHOD OF PROCEDURE (MOP)

MOP NUMBER:	<u>1</u>	
PROJECT NAME	<u>Par Excellence</u>	
PROJECT NUMBER:	<u>233110016508</u>	
MOP ORIGINATOR:	<u>PNCI Construction</u>	
DATE SUBMITTED:	<u>3/13/17</u>	
TENTATIVE START DATE/TIME:	<u>3/20/17</u>	<u>7:00am</u>
PROJECTED COMPLETION:	<u>4/11/17</u>	<u>3:30 pm</u>

## CONTACT LIST

### Project Manager:

Name: Cari Brink  
Phone: 303-689-8876  
Cell: 720-625-0294  
Email: <Cari.Brink@fficonsulting.com>  
Emergency Phone: _____

### Engineering Consultant:

Name: Kyle Olsen  
Phone: 303-232-6200  
Cell: _____  
Email: _____  
Emergency Phone: _____

### General Contractor Project Manager:

Name: Christopher Cutforth  
Phone: 970-242-3548  
Cell: 970-433-1303  
Email: christopher@pnciconstruction.com  
Emergency Phone: _____

### G.C. Superintendent:

Name: Kris Peterson  
Phone: 970-242-3548  
Cell: 970-270-3713  
Email: kris@pnciconstruction.com  
Emergency Phone: _____

### Sub-Contractor Project Manager:

Name: Bruce Curry  
Phone: 970-241-3302  
Cell: 970-986-5187  
Email: bcurry@ec-electric.com  
Emergency Phone: _____

### Sub Superintendent:

Name: Michael Erickson  
Phone: 970-241-3302  
Cell: 970-986-5189  
Email: _____  
Emergency Phone: _____



MOP NUMBER:	<u>01</u>
PROJECT NAME	<u>Par Excellence</u>
PROJECT NUMBER:	<u>233110016508</u>

**DESCRIPTION OF WORK:** *Describe scope of work covered by this MOP. Include specific zones, panels, breakers, etc. demonstrating a thorough understanding of the scope.*

- **Room 08B222:**
- Have SMH facilities verify that the following circuits do not affect any areas outside the construction area limits. L8B-59.
- Perform safety briefing and walk the MOP prior to starting work.
- Verify with PNCI and SMH that work can begin.
- Have SMH facilities de-energize circuit L8B-59.
- Place lock out tag out on breaker
- **Demo**
- remove and salvage plug mold, return to hospital (L8B-59)
- **New work**
- Refeed remaining plug mold.
- Install 1 duplex outlet (L8B-59) and 1 single gang box for low voltage. Both to above ceiling.
- Install 1 low voltage chase from above ceiling to door strike, and 1 to inside top edge of door. Install chase way and back box for new card reader to above ceiling.
- Have SMH facilities/electrician test for grounds.
- Remove lock out tag out.
- Re-energize circuit
- Patch and paint 2 walls corner to corner.
- Install owner provided card reader.
- Install 6 PAR- EXCELLENCE wall mounted panels (provided by owner)
- Install new door hardware (set 2)
- Verify all smoke/fire protection intact.
- **Room 07B231**
- Have SMH facilities verify that the following circuits do not affect any areas outside the construction area limits. L7B-35.
- perform safety briefing and walk MOP prior to starting work.
- Verify with SMH and PNCI that work can begin.
- Have SMH facilities de-energize circuit L7B-35.
- Place lock out tag out on breaker.
- **DEMO**
- Remove outlet on south wall ( L7B-35)
- Remove 1 section of lower cabinets (south east corner)
- **NEW WORK**
- Reroute L7B-35 to north wall and install duplex outlet.
- Install single gang box for low voltage and race way to above ceiling.
- Have SMH/electricians test for grounds
- Remove lock out tag out.



PNCI thrives under the demands of high-level recording and updating; items like managing contingencies are second nature.

[illegible]







## DD Package Budget

**Bid Number: #1826 FMHS 2019 Scope**  
**Address: Wildcate Ave**  
**Fruita, CO**

**Bid Date:** 1/15/2019  
**Estimator:** TDS  
**Project Duration:** 9 MO

CODE	Description	Quan.	Unit	Labor	Material	Vendor / Sub	Total	SD BUDGET
01 General Conditions			PER THE RFP- Balance Remaining					
	Balance of RFP GC's	1.00	ls			-	-	0
	GC's per attached	1.00	ls			\$ 209,570.00	\$ 209,570.00	\$ 178,970.00
Division Totals				\$ -	\$ -	\$ 209,570.00	\$ 209,570.00	\$ 178,970.00
02 Existing Conditions								\$ -
Division Totals				\$ -	\$ -	\$ 493,496.00	\$ 493,496.00	\$ 132,333.00
03 Concrete								\$ -
Division Totals				\$ -	\$ -	\$ 574,744.00	\$ 574,744.00	\$ 399,560.00
04 Masonry								\$ -
Division Totals				\$ -	\$ -	\$ 90,750.00	\$ 90,750.00	\$ 61,600.00
05 Metals								\$ -
Division Totals				\$ -	\$ -	\$ 386,619.32	\$ 386,619.32	\$ 575,450.00
06 Wood & Plastics								\$ -
Division Totals				\$ -	\$ -	\$ 187,630.00	\$ 187,630.00	\$ 217,350.00
07 Thermal & Moisture Protection								\$ -
Division Totals				\$ -	\$ -	\$ 506,215.00	\$ 506,215.00	\$ 508,044.00
08 Doors & Windows								\$ -
Division Totals				\$ -	\$ -	\$ 721,822.00	\$ 721,822.00	\$ 522,450.00
09 Finishes								\$ -
Division Totals				\$ -	\$ -	\$ 1,546,187.34	\$ 1,546,187.34	\$ 1,065,227.00
10 Specialties								\$ -
Division Totals				\$ -	\$ -	\$ 142,825.00	\$ 142,825.00	\$ 58,775.00
11 Equipment								\$ -
Division Totals				\$ -	\$ -	\$ 29,875.00	\$ 29,875.00	\$ 29,875.00
12 Furnishings								\$ -
Division Totals				\$ -	\$ -	\$ 25,200.00	\$ 25,200.00	\$ 25,200.00
13 Special Construction								\$ -
	Special Const					-	\$ -	\$ -
	Elevator					-	\$ -	\$ -
Division Totals				\$ -	\$ -	\$ -	\$ -	\$ -
21 Fire Suppression								\$ -
Division Totals				\$ -	\$ -	\$ 74,370.00	\$ 74,370.00	\$ 60,500.00
22 Plumbing								\$ -
Division Totals				\$ -	\$ -	\$ 358,342.00	\$ 358,342.00	\$ 238,400.00
23 HVAC								\$ -
Division Totals				\$ -	\$ -	\$ 596,263.00	\$ 596,263.00	\$ 519,000.00
26 Electrical								\$ -
Division Totals				\$ -	\$ -	\$ 897,700.00	\$ 897,700.00	\$ 777,200.00
28 Electronic Safety and Security								\$ -
Division Totals				\$ -	\$ -	\$ -	\$ -	\$ 65,250.00
31 Earthwork								\$ -
Division Totals				\$ -	\$ -	\$ 538,970.05	\$ 538,970.05	\$ 250,820.00
32 Exterior Improvements								\$ -
Division Totals				\$ -	\$ -	\$ 340,921.50	\$ 340,921.50	\$ 307,750.00
33 Utilities								\$ -
Division Totals				\$ -	\$ -	\$ 60,000.00	\$ 60,000.00	\$ 21,000.00
17 Miscellaneous								\$ -
Division Totals				\$ -	\$ -	\$ 171,200.00	\$ 171,200.00	\$ 144,200.00
				Labor	Materials	Vendor / Sub	Total	Total
Subtotals				\$ -	\$ -	\$ 7,952,700.21	\$ 7,952,700.21	6,158,954.00
								\$ -
Direct Cost of the Work						\$7,952,700.21	\$ 6,158,954.00	
Pre-Construction Services						\$15,000.00	\$15,000.00	
Subtotal						\$7,967,700.21	\$6,173,954.00	
Contractors Fee						5.00% \$398,385.01	\$308,697.70	
Subtotal						\$8,366,085.22	\$6,482,651.70	
Bond						\$65,301.00	\$58,119.00	
Subtotal						\$8,431,386.22	\$6,540,770.70	
Contingency 10%						\$843,138.62	\$327,038.54	
Project Total:						\$9,274,524.84	\$6,867,809.24	

# FMHS 2019 Scope



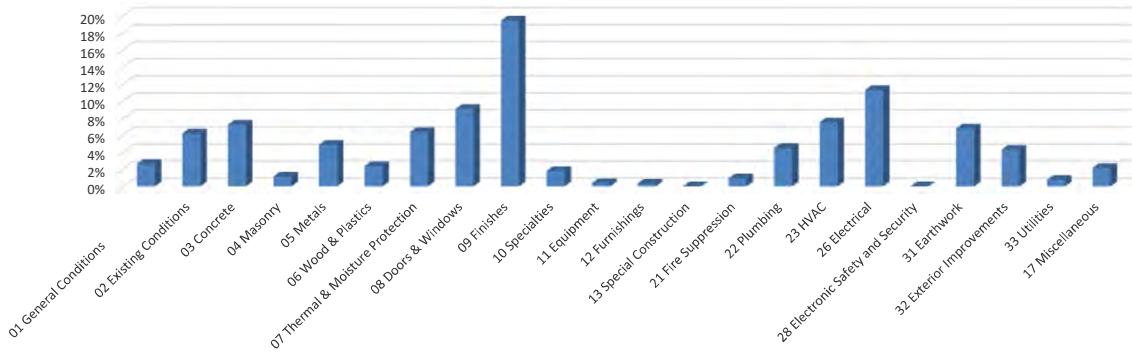
## DD Package Budget

Bid Number: #1826 FMHS 2019 Scope  
Address: Wildcat Ave  
Fruita, CO

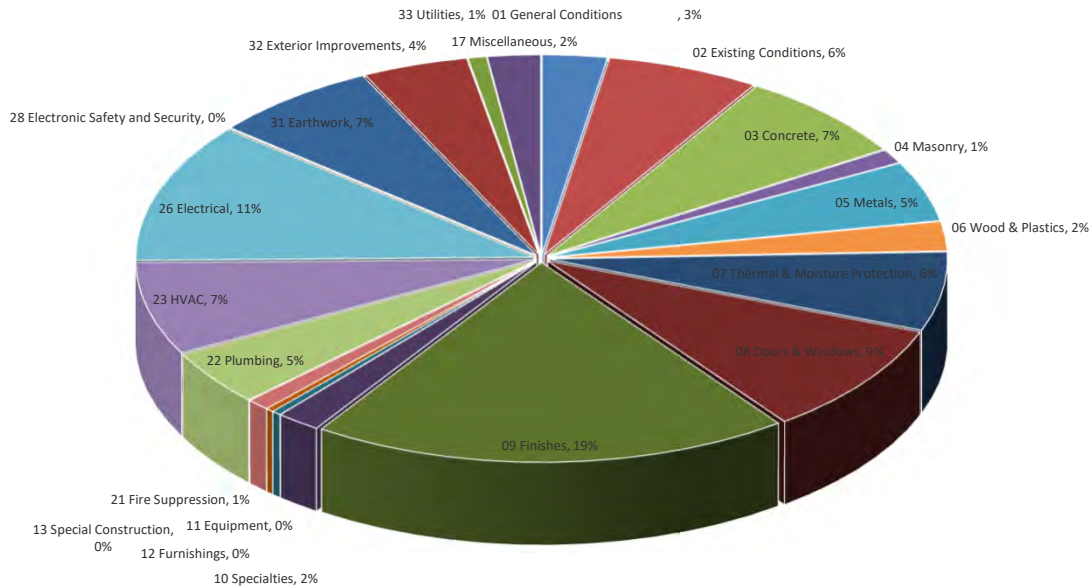
Bid Date: 1/15/2019  
Estimator: TDS  
Project Duration: 9 MO

CODE	Description	Quan.	Unit	Labor	Material	Vendor / Sub	Total	SD BUDGET
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Summary - Direct Cost of Work



Summary - Direct Cost of Work



# FMHS 2019 Scope



Construction, Inc.

## DD Package Budget

Bid Number: #1826 FMHS 2019 Scope  
Address Wildcat Ave  
Fruita, CO

Bid Date:  
Estimator

1/15/2019  
TDS

### Division 1: General Conditions

Description:	Labor				Material				Subcontract				Other Item \$	Line Total \$	
	Quan.	Unit	Unit \$	Total	Quan.	Unit	Unit \$	Total	Quan.	Unit	Unit \$	Total			
Superintendent	26.00	wks	2200	57200				0				\$0.00		\$57,200.00	
Superintendent Truck				0	6	mo	200	1200	3	mo	500	\$1,500.00		\$2,700.00	
Assistant Super	26.00	wks	1280	33280				0				\$0.00		\$33,280.00	
Office Rent- Construction				0				0	2	mo	450	\$900.00		\$900.00	
Temp Toilets				0				0	6	mo	815	\$4,890.00		\$4,890.00	
GL Insurance Increase over \$2M								0	0.0145	%	\$6,800,000.00	\$98,600.00		\$98,600.00	
Builders Risk									1	ls	12000	\$12,000.00		\$12,000.00	Check
				90480				1200				\$117,890.00	0	\$209,570.00	\$209,570.00
<b>Line Item 1 Total:</b>															
<b>\$ 209,570.00</b>															

### Division 2: Existing Conditions

Description:	Labor				Material				Subcontract				Other Item \$	Line Total \$	
	Quan.	Unit	Unit \$	Total	Quan.	Unit	Unit \$	Total	Quan.	Unit	Unit \$	Total			
Demo at West Area				0				0	4533	sf	2.5	\$11,332.50		\$11,332.50	
Demo at East Area				0				0	5954	sf	2.5	\$14,885.00		\$14,885.00	
Demo Climb Area				0				0	4121	sf	2.5	\$10,302.50		\$10,302.50	
Temp Barriers/ Dust Part				0				0	1	ls	7500	\$7,500.00		\$7,500.00	
ACT Removals				0				0	17542	sf	1	\$17,542.00		\$17,542.00	
Hard Lid Demo	5000	sf	2	10000	1	ls	500	500				\$0.00		\$10,500.00	
Finishes Protection				0				0	17542	sf	1	\$17,542.00		\$17,542.00	
Canopy Demo	160	mhrs	42	6720	1	ls	500	500				\$0.00		\$7,220.00	
Window Demo	10	ea	250	2500	1	ls	250	250				\$0.00		\$2,750.00	
Roof Ladder Modifications				0				0	1	ls	2500	\$2,500.00		\$2,500.00	
Fountain Demo				0				0	Incl			\$0.00		\$0.00	
Brick Salvage				0				0	Div 4			\$0.00		\$0.00	
Metal Gate and Fence Demo	16	mhrs	42	672	1	ls	250	250				\$0.00		\$922.00	
Demo Gender Nuet Restrooms	40	mhrs	42	1680	1	ls	250	250				\$0.00		\$1,930.00	
Demo at North Locker rooms	40	mhrs	42	1680	1	ls	50	50				\$0.00		\$1,730.00	
Demo Restrooms 155/156	32	mhrs	42	1344	1	ls	250	250				\$0.00		\$1,594.00	
R/R Fire Blanket Foods	2	mhrs	42	84	1	ls	50	50				\$0.00		\$134.00	
R/R Wash/Dryer	4	mhrs	42	168	1	ls	50	50				\$0.00		\$218.00	
R/R Appliances	8	mhrs	42	336	1	ls	50	50				\$0.00		\$386.00	
R/R Kiln Hood	16	mhrs	42	672	1	ls	250	250				\$0.00		\$922.00	
R/R Art Room Sinks	16	mhrs	42	672	1	ls	250	250				\$0.00		\$922.00	
R/R Door and Frame	8	mhrs	42	336	1	ls	250	250				\$0.00		\$586.00	
Sawcutting				0				0	5000	lf	5	\$25,000.00		\$25,000.00	
Concrete Demo- Trenches	5000	sf	10	50000	1	ls	1000	1000				\$0.00		\$51,000.00	
Cafeteria Demo								0	15000	sf	2.5	\$37,500.00		\$37,500.00	
VCT Demo	15000	sf	2	30000				0				\$0.00		\$30,000.00	
Carpet Demo				0	incl							\$0.00		\$0.00	
Tile Demo				0	incl							\$0.00		\$0.00	
Thickset Tile Demo				0	incl							\$0.00		\$0.00	
Grind Exposed Ag Flooring				0				0	20000	sf	5	\$100,000.00		\$100,000.00	
Epoxy Flooring Demo				0	incl							\$0.00		\$0.00	



# FMHS 2019 Scope



Construction, Inc.

## DD Package Budget

Bid Number: #1826 FMHS 2019 Scope  
Address Wildcat Ave  
Fruita, CO

Bid Date:  
Estimator

1/15/2019  
TDS

Wall Tile Demo	80	mhrs	42	3360	1	ls	250	250				\$0.00		\$3,610.00	
Locker Demo	40	mhrs	42	1680	1	ls	250	250				\$0.00		\$1,930.00	
Clean and Repair Brick- Lockers				0				0	1	allow	5000	\$5,000.00		\$5,000.00	
Clean and Repair Gyp- Lockers				0				0	1	allow	5000	\$5,000.00		\$5,000.00	
Masonry Demo	160	mhrs	42	6720	1	ls	1000	1000				\$0.00		\$7,720.00	
Display Case R/R	40	mhrs	42	1680	1	ls	500	500				\$0.00		\$2,180.00	
Casework Demo	40	mhrs	42	1680	1	ls	250	250				\$0.00		\$1,930.00	
FDN Cutting				0				0	1	ls	15000	\$15,000.00		\$15,000.00	
FDN Removals				0				0	1	ls	10000	\$10,000.00		\$10,000.00	
Tile Mural Protections	16	mhrs	42	672	1	ls	500	500				\$0.00		\$1,172.00	
Exterior Canopies	200	mhrs	42	8400	5	days	100	500	1	week	2500	\$2,500.00		\$11,400.00	
R/R Floor Mounts- Bathrooms	1280	mhrs	42	53760	1	ls	15000	15000				\$0.00		\$68,760.00	
Move to Bond Scope				0				0	-1	ls	77624	-\$77,624.00		-\$77,624.00	
Planning Clearance Fees/Taps				0				0	By Owner					\$0.00	
Building Plan Review Fee				0				0	1	allow	12,500.00	\$12,500.00		\$12,500.00	
Building Permit				0				0	1	allow	25,000.00	\$25,000.00		\$25,000.00	
Health Department Fee				0				0	By Owner					\$0.00	
Fire Department Fee				0				0	1	allow	10,000.00	\$10,000.00		\$10,000.00	
Street Cut & Patch Fees				0				0	1	allow	10,000.00	\$10,000.00		\$10,000.00	
Storm Drainage Fees				0				0	By Owner					\$0.00	
Egress Tunnels				0				0	1	allow	25000	\$25,000.00		\$25,000.00	
				184816				22200				\$286,480.00	0	\$493,496.00	
Line Item 2 Total:														Check	
\$				493,496.00											\$493,496.00

# FMHS 2019 Scope



Construction, Inc.

## DD Package Budget

Bid Number: #1826 FMHS 2019 Scope  
Address Wildcat Ave  
Fruita, CO

Bid Date:  
Estimator

1/15/2019  
TDS

### Division 3: Concrete

Description:	Labor				Material				Subcontract				Other Item \$	Line Total \$	
	Quan.	Unit	Unit \$	Total	Quan.	Unit	Unit \$	Total	Quan.	Unit	Unit \$	Total			
Survey and Layout				0				0	80	hr	35	\$2,800.00		\$2,800.00	
Concrete- Bld				0				0	1	ls	186730	\$186,730.00		\$186,730.00	
Concrete- Site				0				0	1	ls	372964	\$372,964.00		\$372,964.00	
Remove Bond Scope				0				0	-1	ls	50000	\$0.00		\$0.00	
Caps				0				0	Incl	cy	425			\$0.00	
Grade Beams				0				0	Incl	cy	425			\$0.00	
SOG-Interior- Grey				0				0	Incl	sf	6.5			\$0.00	
SOG-Interior- Colored				0				0	Incl	sf	7.52			\$0.00	
Driveway Concrete				0				0	Incl	sf	10			\$0.00	
Site Concrete Sidewalk				0				0	Incl	sf	6.5			\$0.00	
Grout Base Plates				0				0	45	ea	50	\$2,250.00		\$2,250.00	
Concrete Wash Out				0				0	20	wks	500	\$10,000.00		\$10,000.00	
Planter Footings				0				0	Incl	cy	425			\$0.00	
Planter Walls				0				0	Incl	cy	425			\$0.00	
															Check
Line Item 3 Total:															\$574,744.00
\$ 574,744.00															\$574,744.00

### Division 4: Masonry

Description:	Labor				Material				Subcontract				Other Item \$	Line Total \$	
	Quan.	Unit	Unit \$	Total	Quan.	Unit	Unit \$	Total	Quan.	Unit	Unit \$	Total			
CMU at Planters Int				0				0	Incl					\$0.00	
CMU at Planters Ext				0				0	Incl					\$0.00	
Brick at Planters Int				0				0	Incl	sf	30			\$0.00	
Brick at Planters Ext				0				0	Incl	sf	30			\$0.00	
Concrete Caps Planters				0				0	450	lf	50	\$22,500.00		\$22,500.00	
Concrete Caps Dumpsters				0				0	125	lf	50	\$6,250.00		\$6,250.00	
Brick Exterior Finish				0				0	Incl	sf	30			\$0.00	
Dumpster Enclosure x2				0				0	Incl	sf	30			\$0.00	
				0				0	0	sf	30	\$0.00		\$0.00	
Masonry Scope				0				0	1	ls	52000	\$52,000.00		\$52,000.00	
Masonry Cleaning				0				0	2000	sf	5	\$10,000.00		\$10,000.00	
				0				0				\$0.00		\$0.00	
				0				0				\$0.00		\$0.00	
															Check
Line Item 4 Total:															\$90,750.00
\$ 90,750.00															\$90,750.00

# FMHS 2019 Scope



Construction, Inc.

## DD Package Budget

Bid Number: #1826 FMHS 2019 Scope  
Address Wildcat Ave  
Fruita, CO

Bid Date:  
Estimator

1/15/2019  
TDS

### Division 5: Metals

Description:	Labor				Material				Subcontract				Other Item \$	Line Total \$
	Quan.	Unit	Unit \$	Total	Quan.	Unit	Unit \$	Total	Quan.	Unit	Unit \$	Total		
Structural Steel				0				0	1	ls	290869.32	\$290,869.32		\$290,869.32
Misc. Steel 1# SF				0				0	6.5	tns	6500	\$42,250.00		\$42,250.00
Misc Lintels				0				0	1	ls	15000	\$15,000.00		\$15,000.00
Handrails				0				0	None					\$0.00
Lav Top Supports				0				0	None					\$0.00
Utility Enclosure x2				0				0	Incl	lf	200			\$0.00
Pipe Bollards				0				0	Incl					\$0.00
Angle Crash Rails				0				0	Incl					\$0.00
Gates- Pow Coated				0				0	Incl					\$0.00
Dumpster Enclosure x2				0				0	Incl					\$0.00
Roof Access Ladders				0				0	6	ea	3500	\$21,000.00		\$21,000.00
Lintel 5/S105				0				0	1	ea	7500	\$7,500.00		\$7,500.00
				0				0				\$0.00		\$0.00
Misc Steel- Roof Infill/ Skylight				0				0	1	allow	10000	\$10,000.00		\$10,000.00
				0				0				\$386,619.32	0	\$386,619.32
Check														\$386,619.32
Line Item 5 Total:														
\$ 386,619.32														

### Division 6: Wood, Plastics & Composites

Description:	Labor				Material				Subcontract				Other Item \$	Line Total \$
	Quan.	Unit	Unit \$	Total	Quan.	Unit	Unit \$	Total	Quan.	Unit	Unit \$	Total		
In wall blocking				0				0	2500	sf	1.25	\$3,125.00		\$3,125.00
Parapet blocking				0				0	1800	lf	12	\$21,600.00		\$21,600.00
2x blocking windows/ doors				0				0	2500	lf	8	\$20,000.00		\$20,000.00
2x blocking skylights				0				0	8	ea	1200	\$9,600.00		\$9,600.00
Millwork Scope				0				0	1	ls	128930	\$128,930.00		\$128,930.00
Staff Lounge Millwork				0				0	Incl	lf	400			\$0.00
Staff Lounge SS Tops				0				0	Incl	sf	70			\$0.00
Art Base Cabinets				0				0	Incl	lf	200			\$0.00
Art Full Height Cabinets				0				0	Incl	lf	400			\$0.00
Art SS Tops				0				0	Incl	sf	70			\$0.00
Art Uppers				0				0	Incl	lf	150			\$0.00
Foods Base Cabinets				0				0	Incl	lf	200			\$0.00
Foods Full Height Cabinets				0				0	Incl	lf	400			\$0.00
Foods SS Tops				0				0	Incl	sf	70			\$0.00
Foods Uppers				0				0	Incl	lf	150			\$0.00
Admin Desk				0				0	Incl	lf	750			\$0.00
Athl Desk				0				0	Incl	lf	750			\$0.00
Attend Desk				0				0	Incl	lf	500			\$0.00
Counseling Rec Desk				0				0	Incl	lf	750			\$0.00
SS Window Sills				0				0	1	allow	7500	\$7,500.00		\$7,500.00
				0				0				\$187,630.00	0	\$187,630.00
Check														\$187,630.00
Line Item 6 Total:														
\$ 187,630.00														

# FMHS 2019 Scope



Construction, Inc.

## DD Package Budget

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Address Wildcate Ave  
Fruita, CO

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### Division 7: Thermal & Moisture Protection

Description:	Labor				Material				Subcontract				Other Item \$	Line Total \$	
	Quan.	Unit	Unit \$	Total	Quan.	Unit	Unit \$	Total	Quan.	Unit	Unit \$	Total			
Damproofing				0				0	1322	sf		4	\$5,288.00	\$5,288.00	
Underslab Vapor Barrier				0				0	12100	sf		1	\$12,100.00	\$12,100.00	
FDN Insulation				0				0	1322	sf		4	\$5,288.00	\$5,288.00	
Under Slab Insulation				0				0	1322	sf		4	\$5,288.00	\$5,288.00	
Exterior Wall Foam Insulation				0				0	3200	sf		4	\$12,800.00	\$12,800.00	
Wall Thermal Batts				0				0	3200	sf	1.5	\$4,800.00	\$4,800.00		
Sounds Batts				0				0	10000	sf		1	\$10,000.00	\$10,000.00	\$14,800.00
Exterior Weather Barrier				0				0	3200	sf		1	\$3,200.00	\$3,200.00	
Exterior Wall Vapor Barrier				0				0	3200	sf	0.75	\$2,400.00	\$2,400.00		
EPDM Roofing 60 Mil R-30				0				0	1	ls	174989	\$174,989.00	\$174,989.00		
Expansion Joint System				0				0	Incl	lf		12	\$0.00	\$0.00	
Fascia Panels				0				0	Incl	sf		30	\$0.00	\$0.00	
Soffit Panels				0				0	Incl	sf		30	\$0.00	\$0.00	
Sheet Metal Tile Panels- North				0				0	Incl	sf		50	\$0.00	\$0.00	
Cap Flashings				0				0	Incl	lf		18	\$0.00	\$0.00	
Wall Flashings- Base/ Mid				0				0	7500	lf		5	\$37,500.00	\$37,500.00	
Caulking				0				0	12100	sf		1	\$12,100.00	\$12,100.00	
Fire Caulking				0				0	26100	sf	0.5	\$13,050.00	\$13,050.00		
Fire Proofing/ Coatings				0				0	26100	sf	0.5	\$13,050.00	\$13,050.00		
Draft and Smoke Stop				0				0	26100	sf	0.5	\$13,050.00	\$13,050.00		
Exterior Stucco System				0				0	1500	sf		10	\$15,000.00	\$15,000.00	
Waterproofing at Planters				0				0	1600	sf		6	\$9,600.00	\$9,600.00	
Flashings at Planter Walls				0				0	450	lf		10	\$4,500.00	\$4,500.00	
Flashings at Dumpster Enclosure				0				0	125	lf		10	\$1,250.00	\$1,250.00	
Prefinished Wall Panels- Dump				0				0	1250	sf		25	\$31,250.00	\$31,250.00	
Alum Column Surrounds				0				0	1	allow	25000	\$25,000.00	\$25,000.00		
Accoustical Ceiling Baffels				0				0	1	allow	100000	\$100,000.00	\$100,000.00		
				0				0					\$0.00	\$0.00	
															Check
Line Item 8 Total:				0				0				\$506,215.00	0	\$506,215.00	\$506,215.00
\$				506,215.00											



# FMHS 2019 Scope



Construction, Inc.

## DD Package Budget

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Address Wildcate Ave  
Fruita, CO

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### Division 8: Openings

Description:	Labor				Material				Subcontract				Other Item \$	Line Total \$
	Quan.	Unit	Unit \$	Total	Quan.	Unit	Unit \$	Total	Quan.	Unit	Unit \$	Total		
Roof Hatch				0				0	1	ea	5000	\$5,000.00		\$5,000.00
Frame/ Door/ Hardware Pack				0				0				\$0.00		\$0.00
HM Frame- Single				0				0	includ	ea				\$0.00
HM Frame- Double				0				0	includ	ea				\$0.00
Door Leafs				0				0	includ	ea				\$0.00
				0				0				\$0.00		\$0.00
Hardware Package				0				0	1	lot	112118	\$112,118.00		\$112,118.00
Install				0				0	88	ea	750	\$66,000.00		\$66,000.00
				0				0				\$0.00		\$0.00
Unload. Cat. Dist				0				0	228	ea	35	\$7,980.00		\$7,980.00
Access Panels				0				0	20	ea	250	\$5,000.00		\$5,000.00
Overhead Door Scope				0				0	1	ls	37961	\$37,961.00		\$37,961.00
Fire Shutters				0				0	1	allow	7500	\$7,500.00		\$7,500.00
Fire Door 503B				0				0	1	allow	20000	\$20,000.00		\$20,000.00
Storefront and Glazing Scope				0				0	1	ls	239312	\$239,312.00		\$239,312.00
Glass Display Cases				0				0	includ	sf	40			\$0.00
Storefront Systems- North Entry				0				0	includ	sf	55			\$0.00
Storefront Systems- Interior 12'				0				0	includ	sf	55			\$0.00
Clear Story Glass as Storefronts				0				0	includ	sf	55			\$0.00
Storefront Entries				0				0	includ	ea	1650			\$0.00
Storefront Entry Hardware				0				0	includ	ea	1500			\$0.00
Storefront Entry Hardware- Auto				0				0	12	ea	2500	\$30,000.00		\$30,000.00
Glazing- Doors HM/WD				0				0	includ	ea	150			\$0.00
Mirrors				0				0	7	ea	500	\$3,500.00		\$3,500.00
Breakmetal				0				0	24100	sf	1	\$24,100.00		\$24,100.00
Skylights				0				0	Div 7	sf	80			\$0.00
3M Vasria Ceiling Panels				0				0	1	ls	163351	\$163,351.00		\$163,351.00
<b>Line Item 8 Total:</b>				0				0				\$721,822.00	0	\$721,822.00
<b>\$ 721,822.00</b>														<b>\$721,822.00</b>

# FMHS 2019 Scope



Construction, Inc.

## DD Package Budget

Bid Number: #1826 FMHS 2019 Scope  
Address Wildcat Ave  
Fruita, CO

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TDS

### Division 9: Finishes

Description:	Labor				Material				Subcontract				Other Item \$	Line Total \$
	Quan.	Unit	Unit \$	Total	Quan.	Unit	Unit \$	Total	Quan.	Unit	Unit \$	Total		
				0				0				\$0.00		\$0.00
Exterior Wall Systems				0				0	880	sf	15	\$13,200.00		\$13,200.00
Exterior Wall Systems- FR				0				0	2200	sf	18	\$39,600.00		\$39,600.00
Burn Clips				0				0				\$0.00		\$0.00
Interior Wall Systems				0				0	9600	sf	8	\$76,800.00		\$76,800.00
Gyp Bd Ceilings				0				0	1	allow	10000	\$10,000.00		\$10,000.00
Gyp Bd Soffits				0				0	1	allow	10000	\$10,000.00		\$10,000.00
Bulkhead walls at Skylights				0				0	780	sf	9	\$7,020.00		\$7,020.00
Layout				0				0	80	hr	32	\$2,560.00		\$2,560.00
Drywall Touch/ Repair				0				0	24100	sf	0.35	\$8,435.00		\$8,435.00
Material handling/ hoisting	9	mo	3500	31500	9	mo	500	4500	9	mo	2500	\$22,500.00		\$58,500.00
Porcelain Wall Tile				0				0	Incl	sf	25			\$0.00
Porcelain Floor Tile				0				0	Incl	sf	16			\$0.00
Floor Prep				0				0	24100	sf	4	\$96,400.00		\$96,400.00
Finished Floor Protections				0				0	24100	sf	0.48	\$11,568.00		\$11,568.00
Flooring Scope				0				0	1	ls	401500.34	\$401,500.34		\$401,500.34
Carpet				0				0	Incl	sy	36			\$0.00
Walk Off Carpet				0				0	Incl	sy	40			\$0.00
LVT Flooring				0				0	Incl	sf	5			\$0.00
VCT Flooring				0				0	Incl					\$0.00
Ceramic Tile Scope				0				0	Incl					\$0.00
Flooring Protection- construction				0				0	12582	sf	2	\$25,164.00		\$25,164.00
Epoxy Flooring				0				0	Excl					\$0.00
Locker/ RR Flooring to Bond				0				0	-1	ls	277578	\$0.00		\$0.00
Moisture Mitigation/ Testing				0				0	24100	sf	7.5	\$180,750.00		\$180,750.00
Rubber Wall Base				0				0	Incl	lf	2			\$0.00
Sealed Concrete				0				0	370	sf	2	\$740.00		\$740.00
Acoustic Ceiling 2x4				0				0	23100	sf	4.5	\$103,950.00		\$103,950.00
Acoustic Wall Treat 2x6	750	sf	15	11250				0	750	sf	15	\$11,250.00		\$22,500.00
Polished Concrete Floor Finish				0				0	1	ls	83700	\$83,700.00		\$83,700.00
Interior Wall Paint				0				0	1	ls	109500	\$109,500.00		\$109,500.00
Paint Exposed Structure				0				0	Incl	sf	2			\$0.00
Graffiti Sealer				0				0	None		1.5			\$0.00
Paint Touch				0				0	24100	sf	0.5	\$12,050.00		\$12,050.00
				0				0				\$0.00		\$0.00
FRP Wall Panels				0				0	250	sf	7	\$1,750.00		\$1,750.00
Dumpsters				0				0	30	pulls	750	\$22,500.00		\$22,500.00
Final Clean Summer Scopes				0				0	14000	sf	2	\$28,000.00		\$28,000.00
Final Clean Addition/ Remodel				0				0	25000	sf	2	\$50,000.00		\$50,000.00
				0				0				\$0.00		\$0.00
Fire Sprinkler Finishes				0				0				\$0.00		\$0.00
New Ceilings				0				0	1	ls	120000	\$120,000.00		\$120,000.00
Walls/ Patch and Repair				0				0	1	allow	50000	\$50,000.00		\$50,000.00
				0				0				\$0.00		\$0.00
				0				0				\$0.00		\$0.00
				42750				4500				\$1,498,937.34	0	\$1,546,187.34
<b>Line Item 9 Total:</b>														
<b>\$ 1,546,187.34</b>														<b>\$1,546,187.34</b>

# FMHS 2019 Scope



Construction, Inc.

## DD Package Budget

Bid Number: #1826 FMHS 2019 Scope  
Address Wildcate Ave  
Fruita, CO

Bid Date:  
Estimator

1/15/2019  
TDS

### Division 10: Specialties

Description:	Labor				Material				Subcontract				Other Item \$	Line Total \$
	Quan.	Unit	Unit \$	Total	Quan.	Unit	Unit \$	Total	Quan.	Unit	Unit \$	Total		
Recessed Floor Mats				0					0	None				\$0.00
Marker Boards				0					0	750 sf	50	\$37,500.00		\$37,500.00
Tack Boards				0					0	1 allow	10000	\$10,000.00		\$10,000.00
Toilet Partitions				0					0	1 ls	15350			\$0.00
Urinal Screens				0					0	Incid				\$0.00
ADA Bars				0					0	Incid	sets	250		\$0.00
High Density Storage				0					0	1 allow	45000	\$45,000.00		\$45,000.00
Signage	150	ea	25	3750					0	150 ea	150	\$22,500.00		\$26,250.00
Extinguishers				0					0	25 ea	550	\$13,750.00		\$13,750.00
Extinguisher Boxes				0					0	Incid				\$0.00
Soap Disp				0					0	Incid	ea	50		\$0.00
Hand Towel Disp				0					0	7	50	\$350.00		\$350.00
TP Disp				0					0	2	50	\$100.00		\$100.00
Wast Recpt- 40gal and 20gal				0					0	9 ea	700	\$6,300.00		\$6,300.00
Waste Recept- Sink Locals				0					0	7 ea	100	\$700.00		\$700.00
Sanitary Nap Disposal				0					0	Incid				\$0.00
Mop Shelf				0					0	1 ea	125	\$125.00		\$125.00
Baby Change				0					0	2 ea	250	\$500.00		\$500.00
Curtains and Rods										15 ea	150	\$2,250.00		\$2,250.00
Corner Guards										150 ea	75	\$11,250.00		\$11,250.00
Deminsional Wall Letters										50 ea	225	\$11,250.00		\$11,250.00
Lockers										1 ls	40990	\$40,990.00		\$40,990.00
<b>Line Item 10 Total:</b>				3750					0			\$139,075.00	0	\$142,825.00
<b>\$</b>														<b>\$142,825.00</b>

# FMHS 2019 Scope



Construction, Inc.

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### Division 11: Equipment

Description:	Labor				Material				Subcontract				Other Item \$	Line Total \$	
	Quan.	Unit	Unit \$	Total	Quan.	Unit	Unit \$	Total	Quan.	Unit	Unit \$	Total			
Projection Screen				0				0	750	sf		25	\$18,750.00		\$18,750.00
R/R Existing Art Equip				0				0	1	ls		2500	\$2,500.00		\$2,500.00
New Kitchen Equipment				0				0					\$0.00		\$0.00
New Cook Tops				0				0	10	ea		500	\$5,000.00		\$5,000.00
R/R Existing Kitchen Equip				0				0					\$0.00		\$0.00
Ovens	5	ea	250	1250	5	ea	50	250					\$0.00		\$1,500.00
Microwaves	5	ea	100	500	5	ea	25	125					\$0.00		\$625.00
Res Refrig	1	ea	100	100	1	ea	50	50					\$0.00		\$150.00
Commercial Refrig	1	ea	250	250	1	ea	50	50					\$0.00		\$300.00
Lg Commercial Refrig	1	ea	250	250	1	ea	50	50					\$0.00		\$300.00
Projector				0				0	1	ea		750	\$750.00		\$750.00
				0				0					\$0.00		\$0.00
<b>Line Item 11 Total:</b>				2350				525					\$27,000.00	0	\$29,875.00
<b>\$ 29,875.00</b>															<b>\$29,875.00</b>

### Division 12: Furnishings

Description:	Labor				Material				Subcontract				Other Item \$	Line Total \$	
	Quan.	Unit	Unit \$	Total	Quan.	Unit	Unit \$	Total	Quan.	Unit	Unit \$	Total			
Window Treatments- Drapes				0				0	1800	sf		14	\$25,200.00		\$25,200.00
				0				0					\$0.00		
<b>Line Item 12 Total:</b>				0				0					\$25,200.00	0	\$25,200.00
<b>\$ 25,200.00</b>															<b>\$25,200.00</b>



# FMHS 2019 Scope



Construction, Inc.

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Address Wildcate Ave  
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### Division 13: Special Construction

Description:	Labor				Material				Subcontract				Other Item \$	Line Total \$	
	Quan.	Unit	Unit \$	Total	Quan.	Unit	Unit \$	Total	Quan.	Unit	Unit \$	Total			
Excl'd															Check
				0				0					\$0.00	0	\$0.00
Line Item 13 Total:															\$0.00
\$ -															\$0.00

### Division 14: Conveying Equipment

Description:	Labor				Material				Subcontract				Other Item \$	Line Total \$	
	Quan.	Unit	Unit \$	Total	Quan.	Unit	Unit \$	Total	Quan.	Unit	Unit \$	Total			
Excl'd															Check
				0				0					\$0.00	0	\$0.00
Line Item 14 Total:															\$0.00
\$ -															\$0.00

# FMHS 2019 Scope



Construction, Inc.

## DD Package Budget

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Fruita, CO

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Estimator

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### Division 21: Fire Suppression

Description:	Labor				Material				Subcontract				Other Item \$	Line Total \$	
	Quan.	Unit	Unit \$	Total	Quan.	Unit	Unit \$	Total	Quan.	Unit	Unit \$	Total			
Wet Suppression System				0				0	1	ls	74370	\$74,370.00		\$74,370.00	
Addition Areas Only				0				0				\$0.00		\$0.00	
				0				0				\$0.00		\$0.00	
				0				0				\$0.00		\$0.00	
				0				0				\$0.00		\$0.00	
				0				0				\$0.00		\$0.00	
				0				0				\$0.00		\$0.00	
Check															
Line Item 15 Total:				0				0				\$74,370.00	0	\$74,370.00	\$74,370.00
\$				74,370.00											

### Division 22: Plumbing

Description:	Labor				Material				Subcontract				Other Item \$	Line Total \$	
	Quan.	Unit	Unit \$	Total	Quan.	Unit	Unit \$	Total	Quan.	Unit	Unit \$	Total			
Plumbing Budget- New				0				0	1	ls	348342	\$348,342.00		\$348,342.00	
Plumbing Budget- Remodel				0				0	Incid	sf	8	\$0.00		\$0.00	
Plumbing Relocate Allow				0				0	1	ls	10000	\$10,000.00		\$10,000.00	
				0				0				\$0.00		\$0.00	
Check															
Line Item 16 Total:				0				0				\$358,342.00	0	\$358,342.00	\$358,342.00
\$				358,342.00											

# FMHS 2019 Scope



Construction, Inc.

## DD Package Budget

Bid Number: #1826 FMHS 2019 Scope  
Address Wildcate Ave  
Fruita, CO

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### Division 23: HVAC

Description:	Labor				Material				Subcontract				Other Item \$	Line Total \$	
	Quan.	Unit	Unit \$	Total	Quan.	Unit	Unit \$	Total	Quan.	Unit	Unit \$	Total			
HVAC Budget- New				0				0	1	ls	596263	\$596,263.00		\$596,263.00	
HVAC Budget- Remodel				0				0	Incl	sf				\$0.00	
				0				0				\$0.00		\$0.00	
				0				0				\$0.00		\$0.00	Check
				0				0				\$596,263.00	0	\$596,263.00	\$596,263.00
<b>Line Item 17 Total:</b>															
				\$ 596,263.00											

### Division 26: Electrical

Description:	Labor				Material				Subcontract				Other Item \$	Line Total \$	
	Quan.	Unit	Unit \$	Total	Quan.	Unit	Unit \$	Total	Quan.	Unit	Unit \$	Total			
Electrical- New				0				0	1	ls	773500	\$773,500.00		\$773,500.00	
Electrical- Remodel				0				0	Incl	sf	12			\$0.00	
Data/Comms				0				0	Incl	sf	2			\$0.00	
Fire Alarm				0				0	Incl	sf	4			\$0.00	
Fire Dept Communications Allow				0				0	26100	sf	2	\$52,200.00		\$52,200.00	
Lighting Controls				0				0	Incl	sf	6			\$0.00	
Electrical Relocate Allow				0				0	1	ls	20000	\$20,000.00		\$20,000.00	
AV Scope- Allowance				0				0	52000	sf	1	\$52,000.00		\$52,000.00	
				0				0				\$897,700.00	0	\$897,700.00	Check
<b>Line Item 18 Total:</b>															
				\$ 897,700.00											

# FMHS 2019 Scope



Construction, Inc.

## DD Package Budget

Bid Number: #1826 FMHS 2019 Scope  
Address Wildcate Ave  
Fruita, CO

Bid Date:  
Estimator

1/15/2019  
TDS

### Division 28: Electronic Safety & Security

Description:	Labor				Material				Subcontract				Other Item \$	Line Total \$	
	Quan.	Unit	Unit \$	Total	Quan.	Unit	Unit \$	Total	Quan.	Unit	Unit \$	Total			
Access Controls				0				0	Incl	sf	2.5			\$0.00	
				0				0					\$0.00	\$0.00	
				0				0					\$0.00	0	\$0.00
Check															\$0.00
Line Item 19 Total:															\$0.00
\$ -															\$0.00

### Division 31: Earthwork

Description:	Labor				Material				Subcontract				Other Item \$	Line Total \$	
	Quan.	Unit	Unit \$	Total	Quan.	Unit	Unit \$	Total	Quan.	Unit	Unit \$	Total			
Track Pad				0				0	2	ea	1500	\$3,000.00		\$3,000.00	
Track Pad- Maint				0				0	9	mo	1500	\$13,500.00		\$13,500.00	
Erosion Control				0				0	1	ls	2500	\$2,500.00		\$2,500.00	
Erosion Control Maint				0				0	9	mo	1500	\$13,500.00		\$13,500.00	
Dewatering				0				0	13	wks	1500	\$19,500.00		\$19,500.00	
Street Clean				0				0	9	mo	600	\$5,400.00		\$5,400.00	
Survey/ Layout				0				0	1	ls	11400	\$11,400.00		\$11,400.00	
Traffic Control				0				0	13	wks	1500	\$19,500.00		\$19,500.00	
Sitework/ Exc				0				0	1	ls	384407	\$384,407.00		\$384,407.00	
Building Exc				0				0	1	ls	66263.05	\$66,263.05		\$66,263.05	
Mass Exc				0				0	Incl	cy	15.7			\$0.00	
Pile Cap Backfill				0				0	Incl	cy	20			\$0.00	
Slab Grading				0				0	Incl	sf	1.5			\$0.00	
Under slab gravel				0				0	Incl	tns	21			\$0.00	
2' Structural Fill				0				0	Incl	tns	18			\$0.00	
Planter Exc				0				0	Incl	cy	18			\$0.00	
Planter Footing Prep- 2' fill				0				0	Incl	tns	18			\$0.00	
Planter Backfill				0				0	Incl	cy	15			\$0.00	
Planter Gravel Fill				0				0	Incl	tns	20			\$0.00	
Planter Soil Fill				0				0	Incl	cy	25			\$0.00	
Remove Bond Scope				0				0	-1	ls	150000	\$0.00		\$0.00	
				0				0					\$0.00	\$0.00	
Check															\$0.00
Line Item 20 Total:															\$538,970.05
\$ 538,970.05															\$538,970.05



# FMHS 2019 Scope



Construction, Inc.

## DD Package Budget

Bid Number: #1826 FMHS 2019 Scope  
Address Wildcat Ave  
Fruita, CO

Bid Date:  
Estimator

1/15/2019  
TDS

### Division 32: Exterior Improvements

Description:	Labor				Material				Subcontract				Other Item \$	Line Total \$
	Quan.	Unit	Unit \$	Total	Quan.	Unit	Unit \$	Total	Quan.	Unit	Unit \$	Total		
Screw Piles				0				0	1	ls	70190	\$70,190.00		\$70,190.00
Screw Piles- Overrun Allow				0				0	2700	lf	32	\$86,400.00		\$86,400.00
Layout				0				0	45	ea	50	\$2,250.00		\$2,250.00
Load Test				0				0	1	ea	2500	\$2,500.00		\$2,500.00
Engineering				0				0	1	ls	2500	\$2,500.00		\$2,500.00
Sculptor R/R				0				0	1	ls	7500	\$7,500.00		\$7,500.00
Site Concrete Exc/ Prep				0				0	Incl	tns	30	\$0.00		\$0.00
Driveway Exc/ Prep				0				0	Incl	tns	30	\$0.00		\$0.00
Landscape Parking Areas				0				0	1	ls	95081.5	\$95,081.50		\$95,081.50
Landscape Planters				0				0	750	sf	25	\$18,750.00		\$18,750.00
Irrigation Planters				0				0	750	sf	5	\$3,750.00		\$3,750.00
DG at Planters				0				0	30	tns	50	\$1,500.00		\$1,500.00
Planter Waterproofing Details				0				0	Div 7			\$0.00		\$0.00
Planter Flashing Details				0				0	Div 7			\$0.00		\$0.00
Planter Tile Details T5				0				0	Div 9			\$0.00		\$0.00
Hardscape Patch and Repairs				0				0	1	allow	10000	\$10,000.00		\$10,000.00
Bollards- Pre Cast				0				0	9	ea	1500	\$13,500.00		\$13,500.00
Bollards- 3" SCH 40 Pipe Anch				0				0	Div 5			\$0.00		\$0.00
Bollards- 18" Dia x 3' Deep Base				0				0	Div 3			\$0.00		\$0.00
Split Rail Fence				0				0	80	LF	50	\$4,000.00		\$4,000.00
Bike Racks				0				0	4	ea	2500	\$10,000.00		\$10,000.00
Irrigation Controllers and Backflow				0				0			0	\$0.00		\$0.00
Electrical Conduits- Empty				0				0	2600	lf	5	\$13,000.00		\$13,000.00
HMA Asphalt				0				0	1	ls	375063	\$0.00		\$0.00
Milling				0				0			0	\$0.00		\$0.00
Markings				0				0	1	ls	27931	\$0.00		\$0.00
Signage				0				0				\$0.00		\$0.00
Remove Bond Scope				0				0	-1	ls	221000	\$0.00		\$0.00
				0				0				\$340,921.50	0	\$340,921.50
Line Item 21 Total:														Check
\$ 340,921.50														\$340,921.50

# FMHS 2019 Scope



Construction, Inc.

## DD Package Budget

Bid Number: #1826 FMHS 2019 Scope  
Address Wildcat Ave  
Fruita, CO

Bid Date:  
Estimator

1/15/2019  
TDS

### Division 33: Utilities

Description:	Labor				Material				Subcontract				Other Item \$	Line Total \$	
	Quan.	Unit	Unit \$	Total	Quan.	Unit	Unit \$	Total	Quan.	Unit	Unit \$	Total			
Water Main Relocate				0				0	350	lf		100	\$35,000.00	\$35,000.00	
				0				0					\$0.00	\$0.00	
Modular R/R				0				0	1	allow		25000	\$25,000.00	\$25,000.00	
				0				0					\$0.00	\$0.00	
				0				0					\$0.00	\$0.00	
Line Item 22 Total:				0				0					\$60,000.00	0	\$60,000.00
\$				60,000.00											\$60,000.00

### Division 17: Miscellaneous

Description:	Labor				Material				Subcontract				Other Item \$	Line Total \$	
	Quan.	Unit	Unit \$	Total	Quan.	Unit	Unit \$	Total	Quan.	Unit	Unit \$	Total			
Daily Clean Up	3200	mhrs	31	99200				0					\$0.00	\$99,200.00	
Temp Classrooms				0				0	9	mo		4000	\$36,000.00	\$36,000.00	
Temp Offices				0				0	9	mo		4000	\$36,000.00	\$36,000.00	
Line Item 23 Total:				99200				0					\$72,000.00	0	\$171,200.00
\$				171,200.00											\$171,200.00

Bond GCs	\$127,106.00
2019 Re-Roof	\$918,407.00
Remodel/ Addition Scope Budget	\$10,157,289.73
2019 GMP Total	\$11,202,802.73
Cost Adjustments to Date	-\$23,890.75
Adjusted Budget	\$11,178,911.98
Over/ Under GMP Budget	-\$23,890.75

Includes 5% Contingency, Fees, and GC's All Scopes

Item #	Date	Item Description	Decision Date	Budget Cost	Accepted Cost	Rejected Cost	COR #	Comments/Conclusion
1		Construction Contingency Value		\$437,733.06	(\$437,733.06)			
2	4/3/2019	Moisture Mitigation Allow		\$180,750.00	(\$173,258.69)			\$7,491.31 for 009 Underlayment
3	4/3/2019	Plum/Mech Relocate Allow		\$10,000.00	\$0.00			
4	4/3/2019	Fire Dept Radio Repeater Allow	12/19/2019	\$52,200.00	(\$50,050.00)		COR #54	Survey only, scope moved to 2020
5	4/3/2019	Electrical Relocate Allow		\$20,000.00	\$0.00			
6	4/3/2019	Electrical AV Allow	10/1/2019	\$52,000.00	\$0.00			Allowance zero'ed at Sept App #23
7	4/3/2019	Screw Pile Overrun Allow		\$86,400.00	(\$77,600.00)			352' at \$25/LF = \$8,800
8	4/3/2019	Landscaping Allow		\$100,000.00	(\$100,000.00)			
9	4/16/2019	Addendum #2 per COR #2	5/29/2018		(\$5,073.00)		COR #2	Approved 6/10/19
10	4/30/2019	Addendum #3 per COR #3	5/29/2019		\$40,119.00		COR #3	Approved 6/13/19
11	5/6/2019	Addendum #4 per COR #4	6/4/2019		\$80,380.00		COR #4Rev1	Approved 6/13/19
12	5/6/2019	Security Camera Add- East Walk-of-Pool	5/9/2019			\$2,000.00		REJECTED
13		PR #8 Framing/ Gyp per Add #4	8/27/2019		\$137,121.00		COR #39	Approved OAC 8/28/19
14		Plumbing per Add #4	6/25/2019		\$19,345.00		COR #17	Approved 6/25/19
15		PR #8 Flooring Scope per Add #4			Line 13			TBD
16		PR #8 Millwork- Commons Area			Line 13			TBD
17	5/29/2019	PR #2 Voice Evac- Elec Scope	6/20/2019		\$68,096.00		COR #5	Approved 6/24/19
18	5/29/2019	PR #2 Voice Evac- Demo and Protections			TBD			TBD if Req
19	5/22/2019	PR #3- Steel Scope	6/4/2019		\$5,617.00		COR #6	Approved 6/13/19
20	5/28/2019	PR #4 Impact Gyp	6/4/2019		\$7,418.00		COR #7	Approved 6/13/19
21	5/28/2019	PR #5 Masonry Waterproofing Spec Change	6/4/2019		(\$7,815.00)		COR #9	Approved 6/10/19
22	5/28/2019	PR #6 Masonry Sealer-	6/7/2019			\$6,121.00	COR #10	REJECTED
23	5/22/2019	ASI #1 Scope Changes	12/12/2019		\$1,280.00		COR #1	Approved 12/19/19
24	5/29/2019	COR #8 Ceiling Spec Change- Fire Sprinkler R/R	5/29/2019			\$18,804.00	COR #8	REJECTED
25	6/18/2019	RFI 63- Sidewalk Regrade	6/7/2019		\$20,491.00		COR #11 Rev 2	Approved 6/13/19
26	6/19/2019	RFI 64- Sewer Replacement	6/7/2019		Incd Above			Approved 6/13/19
27	7/1/2001	Subgrade Stabilization	7/17/2019		\$29,438.00		COR #25	Approved 7/23/19
28	7/1/2019	Structural Fill Import/ Export	7/17/2019		\$54,272.00		COR #24	Approved 7/23/19
29	6/10/2019	PR #7 Acoustical Wall Panel Changes	9/19/2019		\$2,489.00		COR #27R	Approved 10/3/19
30	6/3/2019	PR #10- APC 1 to APC 3 VE Opt	6/25/2019		(\$6,813.00)		COR #16	Approved 6/27/19
31	6/11/2019	PR #11- Interior Signage Changes	7/23/2019		\$1,255.00		COR #34	Approved 7/24/19
32	6/10/2019	ASI #2	2/7/2020		\$0.00			
33	6/7/2019	COR #12- Wood Ceiling Replacement	6/11/2019		\$20,826.00		COR #12	Approved 6/13/19
34	6/7/2019	COR #13- Demo per RFI #18	6/11/2019		\$21,638.00		COR #13	Approved 6/13/19
35	6/10/2019	Wood Door Spec Change	6/12/2019			\$4,650.00	6/13/2019	D51 Direction in OAC
36	6/6/2019	RFI 65 Coord 009 Floor Filler	6/17/2019		\$25,865.00		COR #14	Approved 6/25/19
37	6/8/2019	RFI 38 OH Door Supports/ Framing Changes	6/20/2019		\$3,658.00		COR #15	Approved 6/27/19
38	6/17/2019	PR #8- Commons Area Painting/ Finishes			Line 13			
39	6/17/2019	PR #9- Security System Changes	6/20/2019		\$0.00		COR #17	Approved 6/21/19
40	6/24/2019	PR #12- Modular Drainage Changes	6/27/2019		\$13,695.00		COR #20	Approved 6/27/19
41	6/24/2019	RFI 28- Corridor 009 Ceiling	6/25/2019		\$16,367.00		COR #18	Approved 6/27/19
42	6/4/2019	Site lighting changes per RFI 42/43	6/25/2019		\$8,236.00		COR #19	Approved 6/27/19
43	6/27/2019	ASI #3	2/7/2020		\$0.00			
44	6/12/2019	Electrical changes per RFI #80	7/2/2019		\$11,943.00		COR #21	Approved 7/9/19
45	7/2/2019	RFI 101 Sump	7/16/2019		\$1,211.00		COR #22	Approved 7/18/19
46	6/28/2019	PR #13- South Entry			\$0.00			Confirmed \$0.00
47	6/28/2019	PR #13-1- South Entry- VCT Scope Only	7/18/2019		\$3,570.00		COR #28	Approved 7/18/19
48	7/10/2019	PR #14- EIFs	7/22/2019		\$3,221.00		COR #31	Approved 7/31/19
49	7/12/2019	PR #15- Abatement Finishes			\$18,510.00		COR #41	Approved 10/3/19
50	7/12/2019	PR #16- Electrical Transformers	8/21/2019		\$0.00			Confirmed \$0.00
51	7/8/2019	RFI 81- RTU Feeders	7/16/2019		\$3,621.00		COR #23	Approved 7/18/19
52	7/10/2017	Additional Site Concrete per 7/10/19 Site Visit	7/17/2019		\$7,082.00		COR #26	Approved 7/22/19
53	7/10/2019	Site Fencing Scope Changes per 7/10/19 Site Visit	7/22/2019		\$12,508.00		COR #29	Approved 7/23/19
54		HVAC Changes per RFI 68 & 74	7/18/2019		\$5,836.00		COR #30	Approved 7/22/19
55	7/19/2019	Coord 118 Light Changes per D51	7/23/2019		\$2,433.00		COR #33	Approved 7/24/19
56	7/20/2019	Speedumps per RFI #111	7/23/2019		\$19,558.00		COR #32	Approved 8/9/19
57	7/30/2019	Corridor 119 Ceiling R/R	7/30/2019			\$9,222.00	COR #35	Rejected 7/30/19
58	7/31/2019	DC Landscaping Areas	7/31/2019			\$11,672.00	COR #36	Rejected 8/1/19
59	8/14/2019	OH Door 009C Cover	8/14/2019		\$730.00		COR #37	Approved 8/22/19
60	8/14/2019	Pool Exhaust Fan Motor Replacement	8/14/2019		\$1,027.00		COR #38	Approved 8/22/19
61	8/1/2019	ASI #4	2/7/2020		\$0.00			
62	8/15/2019	ASI #5	2/7/2020		\$0.00			
63	8/19/2019	ASI #6	2/7/2020		\$0.00			
64	8/20/2019	ASI #7	2/7/2020		\$0.00			
65	8/12/2019	PR #17- Millwork Changes Sx	8/21/2019		\$3,518.00		COR #40	Approved 9/19/19
66	8/9/2019	PR #18- Landscaping Scope				XXX		HOLD OAC 8/28/19
67	9/5/2019	PR #19- Coord 009 Lighting Changes	9/16/2019		\$61,260.00		COR #42	Approved 9/19/19
68	8/23/2019	ASI #8	2/7/2020		\$0.00			
69	9/4/2019	ASI #9	2/7/2020		\$0.00			
70	9/10/2019	ASI #10	12/23/2019		(\$2,380.00)		COR #44	Approved 1/15/2020
71	9/11/2019	ASI #11	2/7/2020		\$0.00			
72		COR #43 Misc RFI Costs	12/12/2019		\$36,940.00		COR #43	Approved 1/15/2020
73	10/22/19 Rev	ASI #12	2/7/2020		\$0.00			
74		PR #20 Lighting and Projection	12/12/2019		\$5,285.00		COR #46	Approved 12/19/19
75		PR #21						Cancelled by D51 9/26/19
76	10/8/2019	PR #22- Bike Rack Changes	10/9/2019		(\$9,448.00)		COR #45	Approved 10/10/19
77	10/22/2019	ASI #13	12/12/2019		\$1,987.00		COR #47	Approved 12/19/19
78	10/22/2019	ASI #14	2/7/2020		\$0.00			
79	10/22/2019	ASI #15			\$757.00		COR #48	Approved 12/19/19
80		PR #23	1/9/2020		\$1,741.00		COR #49	Approved 1/15/2020
81		ASI 16	2/7/2020		\$0.00			
82		ASI 17	2/7/2020		\$0.00			
83		ASI 18	2/7/2020		\$0.00			
84		ASI 19	2/7/2020		\$0.00			
85	12/12/2019	Foods Room Changes	12/12/2019		\$4,365.00		COR #51	Approved 12/19/19
86	12/12/2019	PR #24	1/30/2020		\$0.00		COR #62	Confirmed \$0.00
87	12/11/2019	Exposed Structure Paint	12/18/2019		\$6,948.00		COR #52	Approved 12/19/19
88	12/19/2019	PR #25 Elec Scope	1/9/2020		\$7,503.00		COR #53	Approved 1/15/2020
		Return Contingency			(\$7,593.00)		COR #54	
90	1/13/2020	PR #26 Electrical	1/16/2020		\$6,161.00		COR #55	Approved 1/22/20
91	11/22/2019	ASI #20 Entry Bollards	1/17/2020		\$5,233.00		COR #56	Approved 1/30/2020
92	12/16/2019	ASI #21 Handicap Parking					COR #57	
93	1/15/2020	Klin Room Duct Add	1/16/2020		\$891.00		COR #58	Approved 1/16/2020
94	4/16/2020	Fees Light Switch and 4-plex outlet Add					COR #59	Part of COR 55 per PR #26
95	1/15/2020	Utility Enclosure Changes	1/16/2020		\$2,640.00		COR #60	Approved 1/30/2020
96	1/15/2020	Misc Framing/ Drywall RFI Costs	1/16/2020		\$6,245.00		COR #61	Approved 1/30/2020
97	1/17/2020	AV Scope Adds	1/20/2020		\$3,172.00		COR #63R	Approved 1/22/20
98	2/11/2020	Permit Allowance Deduct	2/11/2020		(\$10,064.00)		COR #54	
99		ASI #20 AV Scope	1/16/2020		\$44,025.00		COR #50	Approved 1/30/2020
Totals				\$939,083.06	(\$23,890.75)	52,469.00		

## Fire Suppression Scope Summer 2019

**Infill Scope June 2019 to Jan 1 2020**

## Remodel Summer 2019- Climbing Area

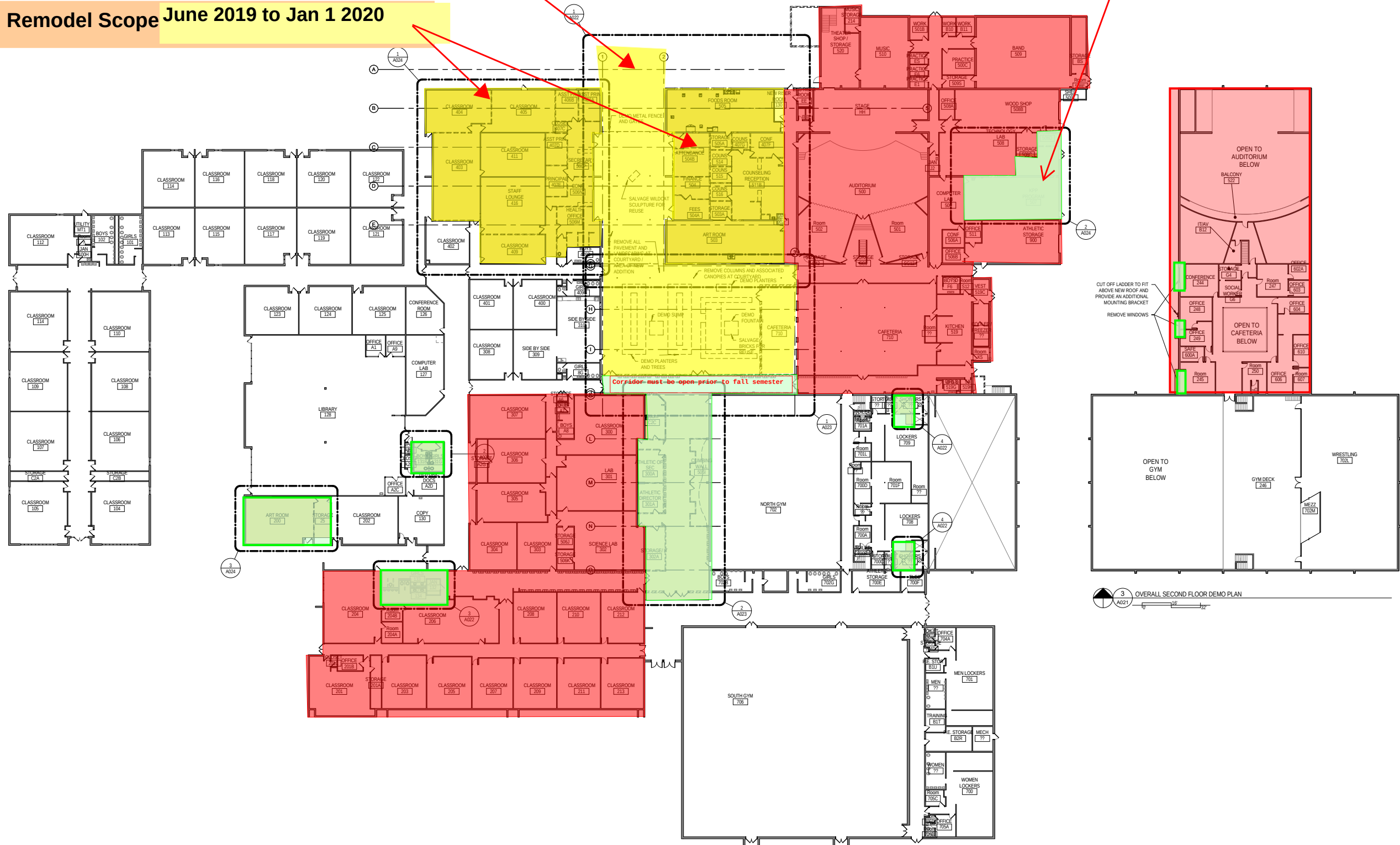
**Remodel Scope June 2019 to Jan 1 2020**

## FMHS DD Floor Plan Schedule and Sequencing Plan

RE: the project schedule for further detail, the project schedule takes precedence and will be attached to the subcontract documents.

Re-roofing and sitework scopes to be completed as detailed in the project schedule.

## Foods Room Scope March 18 to Aug 1



**C H A M B E R L I N**  
**A R C H I T E C T S**  
ENHANCING EVERYDAY LIVING THROUGH  
DESIGN

---

**CHAMBERLIN ARCHITECTS**

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**FRUITA  
MONUMENT HIGH  
SCHOOL - 2019  
ADDITION AND  
REMODEL**  
1102 WILDCAT AVE.  
FRUITA, COLORADO 81521

## OVERALL DEMO PLAN

NO: ISSUED FOR: DATE:

## DESIGN DEVELOPMENT

DRAWN BY: Author      CHECKED BY: Checker

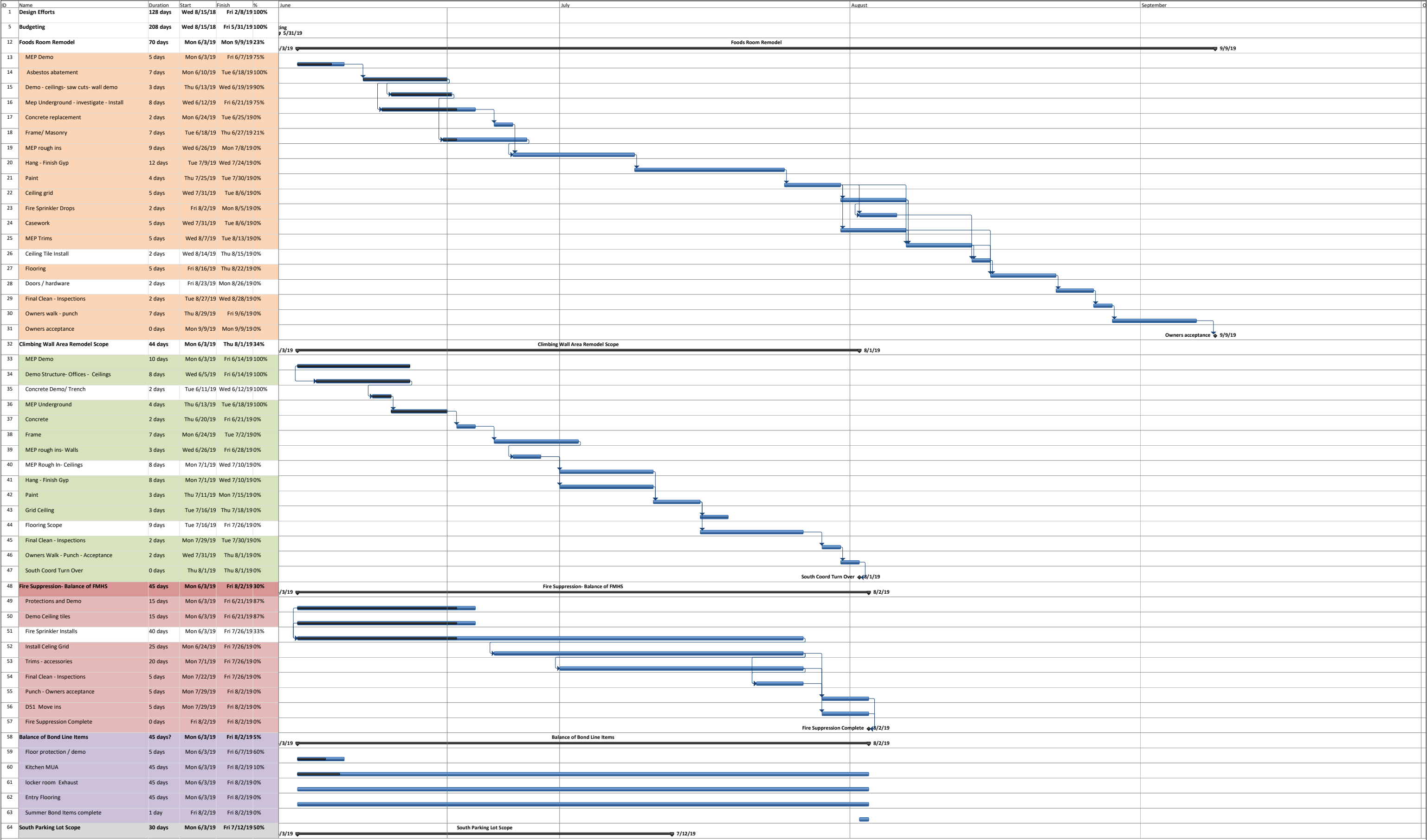
DATE: _____

PROJECT NO: **1001**

1764 03 A021

Page 401 of 406



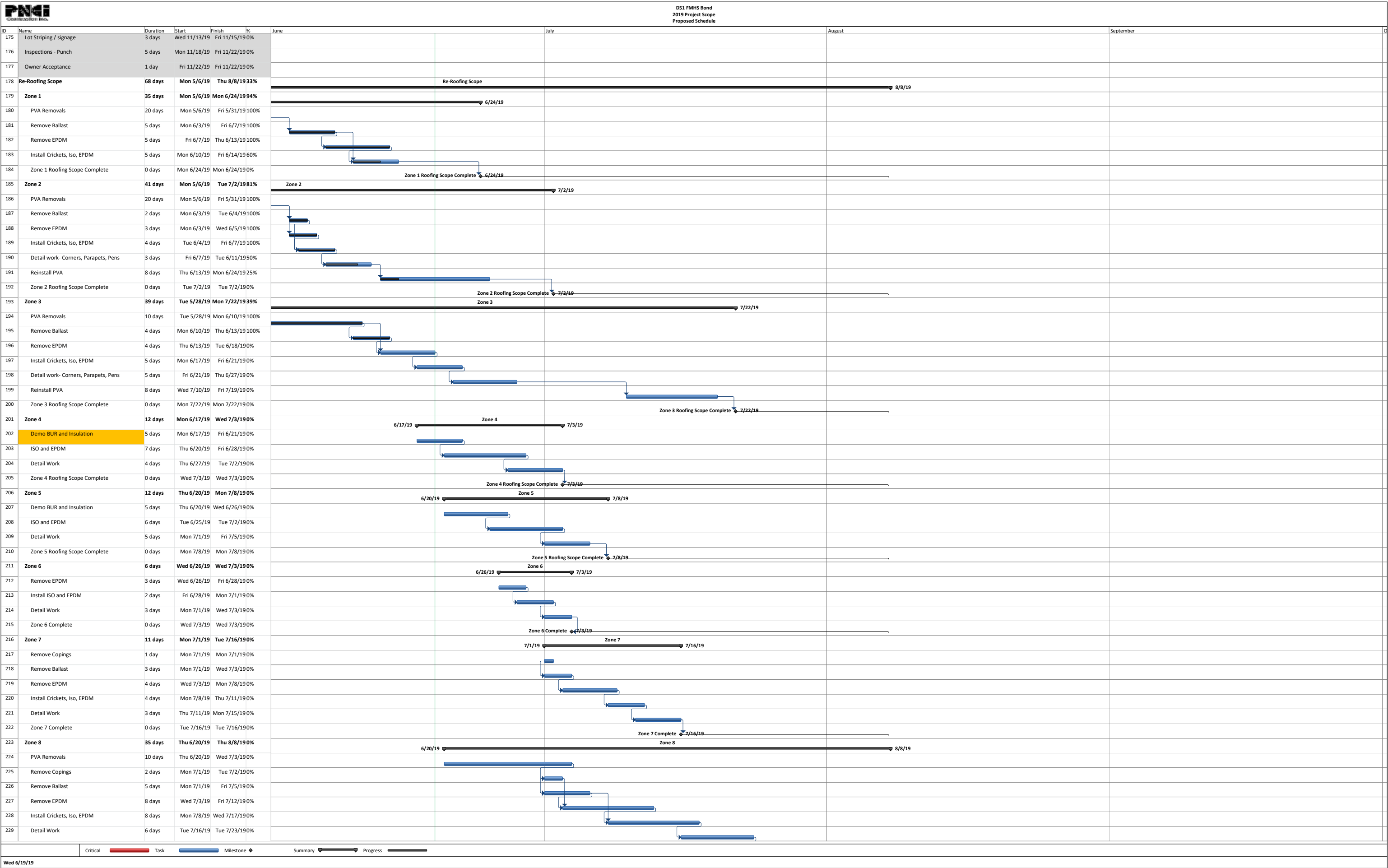


Critical  Task  Milestone  Summary  Progress 



ID	Name	Duration	Start	Finish	%	June	July	August	September	
120	MEP Trims	20 days	Tue 11/5/19	Mon 12/2/19	0%					
121	Doors / hardware	5 days	Tue 11/19/19	Mon 11/25/19	0%					
122	Final Clean - Inspections	5 days	Tue 12/3/19	Mon 12/9/19	0%					
123	Owner walk - Punch	7 days	Tue 12/10/19	Wed 12/18/19	0%					
124	Remodel Completion	0 days	Thu 12/19/19	Thu 12/19/19	0%					
125	FF&E Install/ Owner Move	12 days	Thu 12/19/19	Fri 1/3/20	200%					
126	Office Remodel Scopes Complete	0 days	Fri 1/3/20	Fri 1/3/20	200%					
127	New Entry Scope	153 days	Mon 6/3/19	Wed 1/1/20	4%					New Entry Scope
128	Demo -Elec / Plum / Mech	5 days	Mon 6/3/19	Fri 6/7/19	100%					
129	Install Piles	6 days	Wed 6/12/19	Wed 6/19/19	100%					
130	Demo/ Mass Exc/ Pile Cap Prep	8 days	Thu 6/20/19	Mon 7/1/19	5%					
131	Concrete Pile Caps	8 days	Tue 6/25/19	Thu 7/4/19	0%					
132	Pile Cap Backfill/ Prep for GBs	8 days	Fri 6/28/19	Tue 7/9/19	0%					
133	Concrete FDNs	18 days	Fri 7/5/19	Tue 7/30/19	0%					
134	Underground MEP - sewer	3 days	Wed 7/31/19	Fri 8/2/19	0%					
135	Backfill/ Prep SOG	4 days	Wed 7/31/19	Mon 8/5/19	0%					
136	Structural Steel	15 days	Tue 8/6/19	Mon 8/26/19	0%					
137	SOG - Final Prep - Pour South	2 days	Tue 8/20/19	Wed 8/21/19	0%					
138	Setup Temp Egress	3 days	Thu 8/22/19	Mon 8/26/19	0%					
139	Ready for School	0 days	Mon 8/26/19	Mon 8/26/19	0%					
140	SOG - Final Prep - Pour North	2 days	Thu 8/22/19	Fri 8/23/19	0%					
141	Framing / Insulation /Set Frames	17 days	Thu 8/22/19	Fri 9/13/19	0%					
142	Roofing	18 days	Tue 8/27/19	Thu 9/19/19	0%					
143	MEP rough ins	17 days	Fri 9/20/19	Mon 10/14/19	0%					
144	Storefront	13 days	Mon 8/26/19	Wed 9/11/19	0%					
145	Storefront Glass lead	15 days	Thu 9/12/19	Wed 10/2/19	0%					
146	Hang - Finish Gyp	18 days	Tue 10/1/19	Thu 10/24/19	0%					
147	Paint Walls/ Exp Structure	18 days	Tue 10/15/19	Thu 11/7/19	0%					
148	Ceiling Grid	10 days	Fri 11/1/19	Thu 11/14/19	0%					
149	Casework	10 days	Fri 11/8/19	Thu 11/21/19	0%					
150	MEP Trims	13 days	Fri 11/15/19	Tue 12/3/19	0%					
151	Exterior Bldg Finishes	15 days	Fri 9/20/19	Thu 10/10/19	0%					
152	Install Storefront Glass	7 days	Fri 10/11/19	Mon 10/21/19	0%					
153	Roof Details / Trim	8 days	Fri 10/11/19	Tue 10/22/19	0%					
154	Ceiling Tile Install	5 days	Wed 11/27/19	Tue 12/3/19	0%					
155	Concrete Floor Finishing	10 days	Wed 12/4/19	Tue 12/17/19	0%					
156	Floor Coverings	10 days	Wed 12/4/19	Tue 12/17/19	0%					
157	Doors / hardware	5 days	Thu 12/12/19	Wed 12/18/19	0%					
158	Final Clean / Inspections	5 days	Thu 12/19/19	Wed 12/25/19	0%					
159	Owner walk - Punch	5 days	Thu 12/26/19	Wed 1/1/20	0%					
160	Owner Acceptance	0 days	Wed 1/1/20	Wed 1/1/20	0%					
161	NW Parking Entry/ Drop Off Scope	80 days?	Mon 8/5/19	Fri 11/22/19	0%					NW Parking Entry/ Drop Off
162	Demo/ Sitework/ Utilities	15 days	Mon 9/30/19	Fri 10/18/19	0%					
163	Site Concrete	15 days	Mon 10/21/19	Fri 11/8/19	0%					
164	Asphalt Paving Prep	5 days	Mon 11/11/19	Fri 11/15/19	0%					
165	Asphalt Paving	10 days	Mon 11/11/19	Fri 11/22/19	0%					
166	Lot Striping / Signage				0%					
167	Inspections - punch				0%					
168	Owners Acceptance				0%					
169	Demo / Sitework / Utilities part 1 - North	17 days	Mon 8/5/19	Tue 8/27/19	0%					
170	Site Concrete- Part 1 - North Entry	15 days	Wed 8/28/19	Tue 9/17/19	0%					
171	Demo / Sitework / Utilituies part 2 - West	17 days	Wed 9/18/19	Thu 10/10/19	0%					
172	Site concrete Part 2 - Circle & West	15 days	Wed 10/9/19	Tue 10/29/19	0%					
173	Asphalt prep	6 days	Wed 10/30/19	Wed 11/6/19	0%					
174	Asfalt paving	4 days	Thu 11/7/19	Tue 11/12/19	0%					

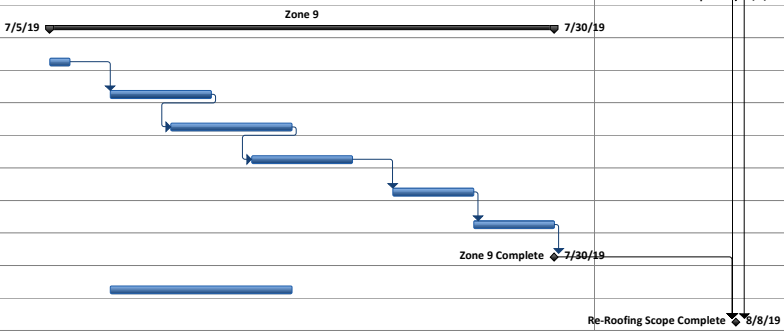
Critical Task Milestone ◆ Summary Progress





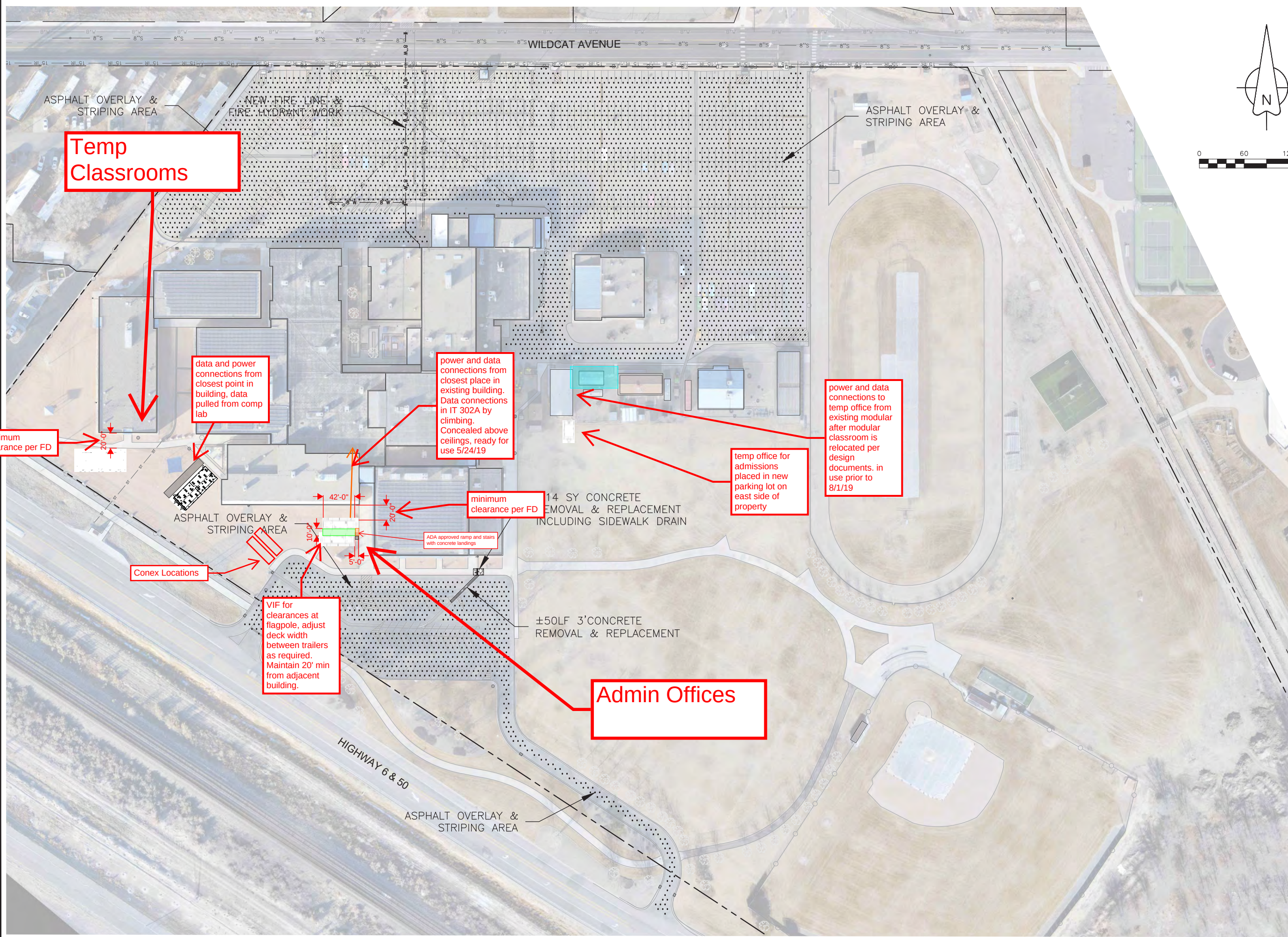


ID	Name	Duration	Start	Finish	%	June	July	August	September	
230	Install Copings	3 days	Tue 7/23/19	Thu 7/25/19	0%					
231	Re-Install PVA	8 days	Mon 7/29/19	Wed 8/7/19	0%					
232	Zone 8 Complete	0 days	Thu 8/8/19	Thu 8/8/19	0%					
233	Zone 9	17 days	Fri 7/5/19	Tue 7/30/19	0%					
234	Remove Copings	1 day	Fri 7/5/19	Fri 7/5/19	0%					
235	Remove Ballast	5 days	Mon 7/8/19	Fri 7/12/19	0%					
236	Remove EPDM	4 days	Thu 7/11/19	Tue 7/16/19	0%					
237	Install Crickets, Iso, EPDM	5 days	Mon 7/15/19	Fri 7/19/19	0%					
238	Detail Work	4 days	Mon 7/22/19	Thu 7/25/19	0%					
239	Install Copings	2 days	Fri 7/26/19	Mon 7/29/19	0%					
240	Zone 9 Complete	0 days	Tue 7/30/19	Tue 7/30/19	0%					
241	Copings for Zones 1 - 7	7 days	Mon 7/8/19	Tue 7/16/19	0%					
242	Re-Roofing Scope Complete	0 days	Thu 8/8/19	Thu 8/8/19	0%					



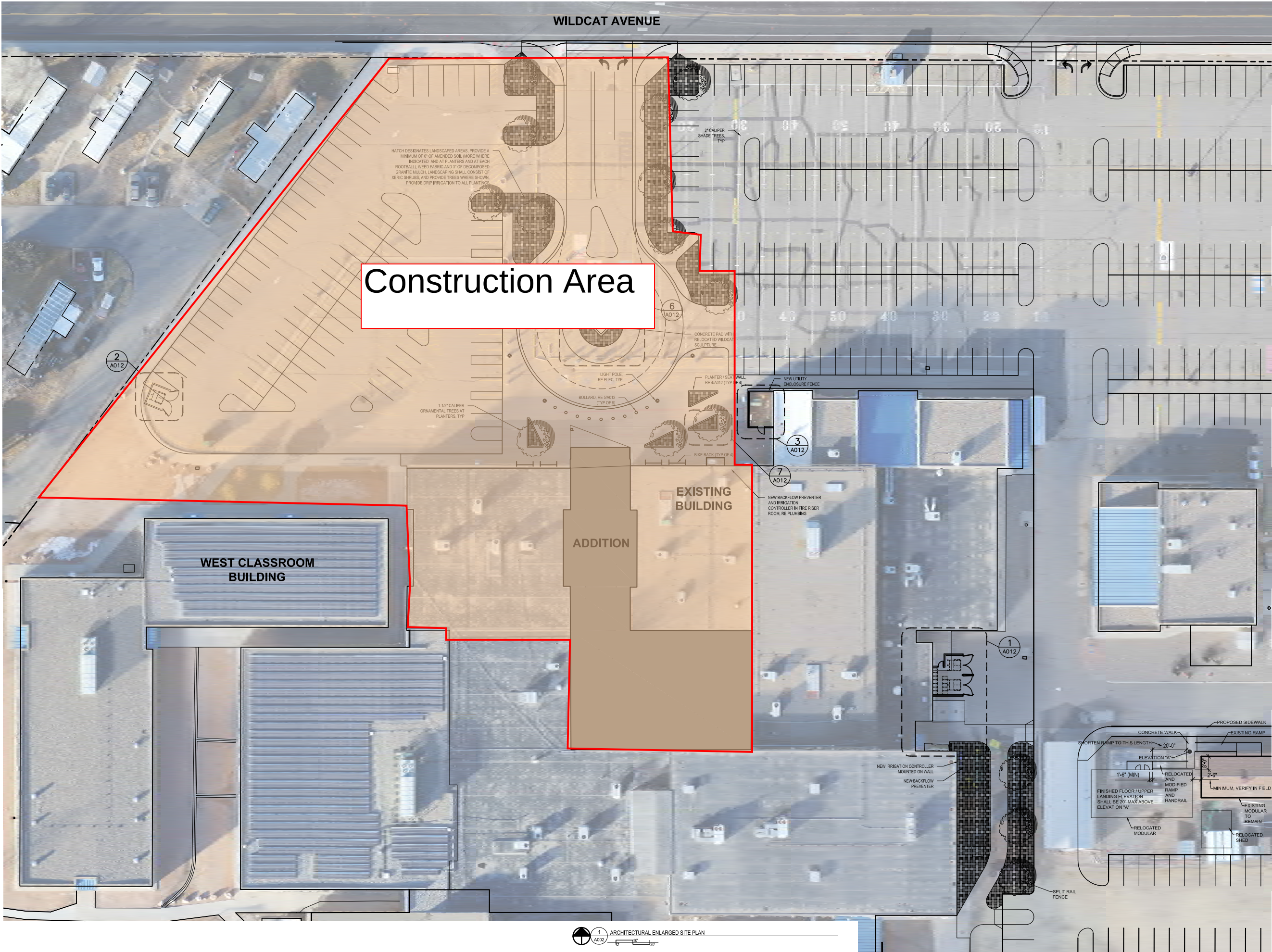


MAPROJECTS\1019.0049 - Fruita High School\Drawg(C3d)Production Dwg(OVERLAY-FMHS-mra.dwg, C-3 SITE, 4/13/2018 5:11:48 PM



<b>FMHS PKG LOT &amp; CON. REPAIRS</b>		<b>REVISIONS</b>		<b>800</b> Know what's below. Call before you dig.	
<b>DRAWN BY:</b> JOS	<b>DESIGNED BY:</b> MRA	<b>DATE:</b> 04/13/18	<b>DESCRIPTION:</b> REVISED WATER LINE & ASPHALT PATCH	<b>NO.</b> 1	<b>BY:</b> MRA
<b>JOB NUMBER:</b> 1019.0049		<b>SCALE VERIFICATION</b> BAR IS ONE INCH ON ORIGINAL DRAWING IF NOT ONE INCH ON THIS SHEET ADJUST SCALES ACCORDINGLY			
<b>DATE:</b> 03-14-18					
<b>SCALE:</b> 1"=60'					
<b>SHEET NO:</b> C-3					
<b>A C G</b> <b>AUSTIN CIVIL GROUP, INC.</b> Land Planning • Civil Engineering • Development Services 123 North 7th Street, Suite 300 • Grand Junction, Colorado 81501 (970) 242-7540					
<b>SITE PLAN</b> <b>1102 WILDCAT AVENUE, FRUITA</b> prepared for <b>SCHOOL DISTRICT 51</b>					





Construction Area

EXISTING BUILDING  
ADDITION

WEST CLASSROOM BUILDING

1 A012  
ARCHITECTURAL ENLARGED SITE PLAN

CHAMBERLIN  
ARCHITECTS  
ENHANCING EVERYDAY LIVING THROUGH DESIGN  
CHAMBERLIN ARCHITECTS  
437 Main St.  
Grand Junction, Colorado 81501  
T 970.242.6804  
725 Saint Joseph St., Suite B1  
Rapid City, South Dakota 57701  
T 605.355.6904  
www.chamberlinarchitects.com

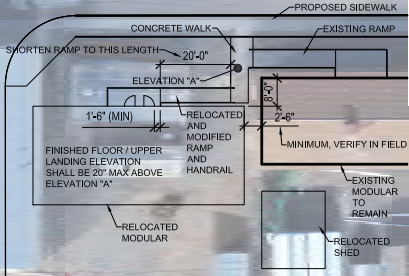


FRUITA MONUMENT  
HIGH SCHOOL -  
2019 ADDITION AND  
REMODEL

CONFORMED DRAWINGS  
1102 WILDCAT AVE.  
FRUITA, COLORADO 81521

ARCHITECTURAL  
SITE PLAN

NO: 1  
ISSUED FOR:  
DATE:



CONSTRUCTION DOCUMENTS  
DRAWN BY: CHECKED BY:  
DATE: 4/26/19 SHEET NO:  
PROJECT NO: 1764.03  
A011  
Page 408 of 486





LEGEND

- 165 TOTAL OCCUPANT LOAD AT INDICATED EGRESS COMPONENT (NOT CUMULATIVE)
- 165 OCCUPANT LOAD REQUIRED DURING PRIMARY PHASE OF CONSTRUCTION
- 165 OCCUPANT IN CORRIDOR (CUMULATIVE)
- EGRESS PATH

construction fencing, RE site plan

construction fencing, RE site plan

clear path of egress

No access during construction

Clear path of egress for emergency exiting during construction

All corridors throughout building to remain free and clear during construction unless noted otherwise.

No access during construction

OCCUPANCY FUNCTION LEGEND

- ASSEMBLY-CONCENTRATED
- ASSEMBLY-FIXED
- ASSEMBLY-STAGE
- ASSEMBLY-UNCONCENTRATED
- BUSINESS
- CLASSROOM
- KITCHEN
- LIBRARY-READING RM
- LOCKERS
- STORAGE
- VOCATIONAL

OCCUPANCY FUNCTION LEGEND

- ASSEMBLY-STAGE
- BUSINESS
- EXERCISE
- STORAGE

1 EGRESS PLAN - MAIN FLOOR

2 EGRESS PLAN - SECOND FLOOR

FMHS - 2019 ADDITION AND REMODEL

CONFORMED DRAWINGS  
1102 WILDCAT AVE.  
FRUITA, COLORADO 81521

EGRESS PLAN

NO: ISSUED FOR: DATE:

CONSTRUCTION DOCUMENTS

DRAWN BY: ENM CHECKED BY: DGG

DATE: 4/29/19 SHEET NO:

PROJECT NO: 1764.03  
A005  
Page 400 of 486







## PROJECT MANAGEMENT APPROACH

PNCI Construction, Inc. is an experienced, capable, poised and ready Construction Management / General Contracting firm that is eager to be an integral part of your project. We are no stranger to the type of services requested in this RFP, and we are not shy to assume responsibility from day one and face obstacles head on for quick resolution. We understand, and are willing, that we will be part of a team working alongside architects, engineers, the owner's rep and owners with the goal of producing a superior project for the end users. We understand that we will be expected to provide real time estimating, material availability and scheduling information, constructability reviews, out of the box thinking, creative value management, life cycle analysis, detailed phasing plans that limits our impact on the operating facility and provides a safe working environment for both staff and construction workforce, detailed scheduling, and provide a GMP within a short window. We are fully aware and willing to accept the challenge to exceed your expectations.

### PNCI Added Value & Project Approach

It is often heard that Pre-Construction Services provide no added value to a project, and we are firm believers that that statement is false. With the right contractor and the right pre-construction department who is eager to assume responsibility over the project budget from the get-go, the cost of mere thousands can often be seen in value back to the client in tens to hundreds of time more than the monies spent. PNCI Construction is that type of contractor.



We have sincere dislike of the term "Value Engineering". That is a term used when it is usually too late, and more than the required amount of money is spent. We prefer to employ the "Value Management" approach and it starts from day one and is built into the project. With that mentality at the forefront more correct decisions are made, time is saved, and less design team rework is required which all lead to the same end, dollars saved, and value added.

PNCI Construction has developed our own unique company platform that weaves our departments together instead of layering them. This weave creates a system that seamlessly moves projects from conception to occupation with precision and speed.

PNCI has found that the best Project Approach starts and ends with better team communication created by our integrated approach. This means better interpretation and implementation of your priorities and the design intent. Our approach is based on developing mutual trust through open communication.

### Control Costs

The project budget continuously evolves until project completion. By working closely with The Project Owner and the rest of the Project Team, we will provide detailed cost information on all aspects of the construction costs. By providing this cost input during the design phase, we can achieve cost savings on a dollar-for-dollar basis. We will not only make sure the project is within your available funds, but we will also guarantee the price prior to the completion of the design documents.

During the construction phase of the project it may become necessary to substitute materials or make significant changes to the way a section of the project is being executed. Prior to authorizing any changes, PNCI always carefully considers how these material changes will affect the overall cost of the project. In some cases, a change in one material may trigger a domino effect that will mean reevaluating a series of materials and procedures to accommodate the one change. Each change needs to be looked at in the context of the entire project, and a careful plan needs to be formulated each time there is a change to any part of the project to keep costs down.



It follows that adequate documentation and record keeping is fundamental to the entire process. Such as the RFI process should include original contract documents, revised plans and specifications, correspondence, meeting minutes, daily reports, etc. The RFI administration involves creating, issuing or receiving various types of documents by the parties involved – the owner, the contractor and the architect. Timeliness is vital to avoid delay.

### Ensure Quality



PNCI Construction Quality Control Plan will be implemented to ensure construction procedures are performed in compliance with the plans and specifications under this contract. Quality control measures include quality control organization, methods of performing, documenting and enforcing quality control operations of both the primary Contractor and their subcontractors (including inspection and testing), inspections to be performed, and protocol describing corrective actions. All construction documents pertaining to construction will be posted on our PROCORE Project Management Platform for ease of access for everyone involved in the project.

Overall management of this plan will be the responsibility of PNCI's Quality Control Manager and will have the authority to act in all construction quality control matters and will be responsible for ensuring that all materials and work comply with the contract specification. All inspection and testing firms will be at the disposal of the PNCI quality Control Manager to ensure that all aspects of work are compliant with the contract and will report any deviations from these documents.

Quality Control Manager responsibilities include:

- Performing and documenting field inspection.
- Preparing daily Quality Control Reports.
- Scheduling, reviewing, certifying, and managing project submittals.
- Providing coordination of required quality control testing, reviewing results, and submitting.
- Coordinating, documenting and tracking preparatory, initial, and follow-up inspections.
- Tracking construction deficiencies and ensuring timely corrective action.
- Maintenance of as-built drawings.
- Coordinating responses to vendors' requests for information and technical issues.

## Maintain Schedule

The master project schedule, developed in Microsoft Project will be used to provide overall direction and guidance to the project team for critical decision dates, project sequence and durations. Utilizing the Microsoft Project software, our team will manage our master schedules with a collaborative process that asks for commitments from team members to meet the overall target schedules, opposed to the traditional method of dictating requirements.

PNCI will develop a clear understanding of the major interdependencies between tasks and maintains that understanding as the project progresses and changes. The goal of this system is to manage and improve construction production planning by:

- Stabilizing the work flow through reliable planning.
- Reducing waste by improving work flow.
- Reliability developing a better understanding of the impact on variability on downstream performance.

The system breaks down the overall scheduling process into the following four steps:

- What SHOULD we do?
- What CAN we do?
- What WILL we do?
- What DID we do?

PNCI's use of this system results in "reliable promises" bringing the interests of the subcontractors into alignment with the promises to the owner, resulting in an overall increase in productivity, reduction of risk to schedule performance and lower costs. It's all about removing constraints so that the tasks are ready to start and "flow smoothly" until completion.

This system has worked well for PNCI in scheduling of projects that we have adopted the four steps as an overall company philosophy. In all aspects of our work we ask ourselves these four basic questions. It has become standard with all our company personnel and is the forethought in being *proactive* in our approach of addressing issues and challenges we face every day.



## Competitively Bid/Self Performed Work

At PNCI we believe that self-performing work on a project can only help us to better serve our clients. Over the years, more and more areas of discipline have been added to our portfolio as we identify which elements would add the most value to project performance. Our ability to self-perform work further enhances the level of local participation by using local craft employees from within the community. PNCI has over 30 local resident employees and employs hundreds of craft workers throughout Colorado for self-perform work done on behalf of our clients.



We have a highly-qualified workforce that is ready and able to perform superior craftsmanship at a competitive price. We can quickly implement action plans as necessary which will significantly reduce or eliminate subcontractor delays as changes are identified throughout the construction process. We believe by self-performing scopes of the work we are able to set the pace of the schedule as well as the quality of finished product, we are better positioned to drive the project schedule, cost and quality objectives.

The PNCI Team will ensure that the requirements of the project and the needs of the Project Owner are analyzed on a case-by-case basis, and then a decision is made concerning the most beneficial approach to the project and the community. To provide competitive bidding, we will notify the Project Team of all self-perform packages we would like to pursue and seek approval and submit proposals to the Project Team on approved self-perform packages 24 hours prior to receiving competing proposals.

The types of work the PNCI team is able to self-perform include:

- Temporary heating/weather protection
- Site Layout
- Building & Site Concrete
- Rough Carpentry
- Doors/Frames/Hardware
- Erosion Control
- Demolition
- Joint Sealants
- Roofing and Protection
- Acoustical Ceilings
- Wood & Steel Framing
- Painting
- Drywall
- Supervision



## Define Goals & Objectives:



We are firm believers in the **Target Value Design** methodology approach, along with the use of **Value Management** idealism in lieu of the dreaded value engineering process, where the parameters of the project are clearly defined with open communication and collaboration so when the dart hits the board, it's the bull's eye that was struck. Point number one where it usually falls apart because people forget to keep their eye on the goals and objectives, but with the PNCI team, it is the essence of what embodies our drive to succeed and our portfolio is testament to that.

## Schedule Milestones:

The last planner system is not just for construction boots on the ground activities, we are convinced that this system starts from day 1 and continues through project completion. We have found that the best schedule is planned with buy-in from every stake holder and a predictable workflow is obtained, and milestones more easily met allowing for more time in the collaboration settings where innovation and creative thinking thrive. When all the information is gathered; like maximum time commitments the owner can give, start goals, end goals and obstacles to overcome; then all the blanks in-between start to come together in a hurry and milestones come to light.



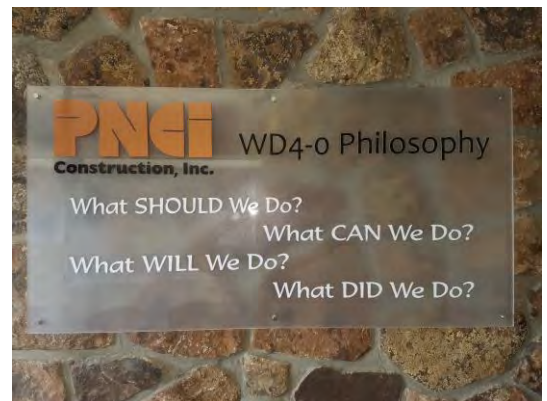
### Allocate Resources & Designate Team Member Responsibilities:

Project?????			
		CONSTRAINT LOG	
		Date: 3/18/2017	
ty = todd, md = mark, cc = christopher, al = aaron, wh = wern, bl = bill, fd = frank, ch = charlie, cc = charlie, bp = bris, supt = superintendent			
LEVEL 1 - CURRENTLY IMPACTING			
ISSUE #	BIC	Item	Estimated Complete
1.			Notes
2.			
3.			
4.			
5.			
LEVEL 2 - 1 WEEK UNTIL IMPACT - REQUIRED BY NEXT OAC MEETING			
ISSUE #	BIC	Item	Estimated Complete
1.			Notes
2.			
3.			
4.			
5.			
LEVEL 3 - MORE THAN 1 WEEK / OAC MEETING TIME FRAME			
ISSUE #	BIC	Item	Estimated Complete
1.			Notes
2.			
3.			
4.			
5.			

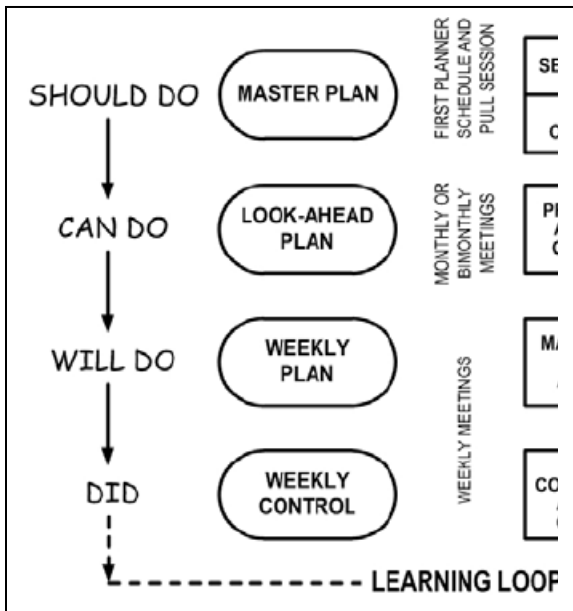
Among many tools for allocating resources and team member responsibilities, by far our favorite is the constraint log, which we have developed over time and over time has become our go to for tracking details and assignments. The systematics are easy, constraints are reviewed, and brainstorming encouraged during this place holder in meeting agendas to pinpoint constraints, label dates the constraints need to be accomplished by before they impact the critical path schedule. The log is updated on a continual bases, and the easy visual of items moving up the list towards potential impact are hard to ignore. This log, although simple as it may seem, has become a mighty tool in our arsenal.

## Define Measurements for Success:

We use our WD4-0 philosophy to measure success. By running through the four “W’s” every week and taking an honest look at progress by answering each question, we can scale a measurement to define success. We are sure that you will come to share our affinity for our WD4-O philosophy.



## Define How You Will Adapt:



How will we adapt? By the learning loop. The learning loop helps us become prepared for factors outside of our control. The learning loop helps us build a culture of collaboration, flexibility, agility and fast action that allows for out of the box thinking that lays out frameworks for emergent strategies ahead of time.

## Evaluate Success:

We evaluate success on multiple levels:

1. Is the client happy? Did we meet all their goals and objectives?
2. Did we help create something we can be proud of?
3. Did we encourage the creative and collaborative process?
4. Did we encourage others and give them the opportunity to grow?
5. Did we maintain our values?







## **SAFETY STATEMENT**

Safety is our top priority and we make it number one in every project we work on. The protection of our employees, customers, and public requires planning, enforcement and investment which only a solid program can achieve. No job is too important, and no order is too urgent that we cannot take the time to perform our work safely. *How do we do that?* We make it the priority in every job we do. Our program is outlined below:

### **Safety Program**

- Complies with local, state and federal requirements
- Compared to and updated per OSHA Standards regularly
- Adaptation of Customer's Safety Requirements
- Ensures safety requirements are included in bids for all jobs



### **Safety Manager**

- Initial Employee Training
- Random Safety Inspections as well as Random Drug Testing
- Monthly Training Meetings
- Issues violations and recommendations
- Safety Rewards

**Back to Back Winner**

**2016 & 2017**

### **Project Supervisors**

- Ensures posters, notices, SDS Manual, fire extinguisher and first aid kits are on every job
- Daily Safety Meeting/Recommendations Before Work Commences
- Maintains a supply of personal protection equipment for workers and visitors
- Weekly Training Meetings
- Trained in accident investigation
- Issues violations and recommendations

## **PNCI WD4-0 Philosophy**

### **PNCI Employees**

- Certification in CPR/First Aid
- Certification in OSHA Standards
- Safety Standards Training
- Emergency Training
- Job Specific Classes
- Compliance with Program
- Unsafe conditions reporting

What **SHOULD** we do?  
What **CAN** we do?  
What **WILL** we do?  
What **DID** we do?

**We use this system in all our projects  
from start to finish.**

### **Subcontractors**

- Submit to PNCI a copy of their own Safety Program
- Meets requirements set out for insurance and worker's comp
- Monitored by Supervisors
- Required to correct any unsafe situation that may come up

***In addition to our program, we are certified by the State of Colorado in the Cost Containment Program. We are a Pinnacle Assurance Circle of Safety Award Winner 2016 & 2017. As our community grows, we are dedicated to providing quality construction services in a timely and safe manner.***



March 10, 2022

PNCI Construction, Inc.  
553 25 1/2 Road  
Grand Junction, CO 81505

Workers' Compensation Experience Mod History:

2021 – 2022 = 1.61  
2020 – 2021 = 1.36  
2019 – 2020 = .77  
2018 – 2019 = .78  
2017 – 2018 = .75

Please let us know if you have any questions or require additional information.

Sincerely,

*Ashley*

Ashley Anderson, CRIS  
Construction Practice  
Senior Account Manager

Office: [970-254-3302](tel:970-254-3302)

Fax: [866-908-6374](tel:866-908-6374)

Email: [ashley.anderson@hubinternational.com](mailto:ashley.anderson@hubinternational.com)



March 15, 2022

City of Rifle, Colorado  
C/O Mr. Phil Vaughan, Owner's Representative  
Phil Vaughan Construction Management, Inc.  
1038 County Road 323  
Rifle, CO 81650

RE: PNCI Construction, Inc. – Bonding Prequalification  
PROJECT: Rifle City Hall Ph. 3 Improvements – Construction Manager/General Contractor

Dear Madam or Sir:

It is our pleasure to introduce PNCI Construction, Inc. to you in accordance with your prequalification process. HUB International Colorado currently represents PNCI Construction, Inc. on all matters involving insurance and surety bonding.

In the past, we have supported PNCI Construction, Inc. with bonding capacity in the \$25,000,000 range on a single project with an aggregate capacity in the \$45,000,000 range. Should the appropriate opportunity arise, we would also gladly consider larger requests.

Keep in mind that formal approval of any bond is conditioned upon factors specific to the project, contract, financial position of the company at the time of need and other underwriting conditions, so this letter should not be construed as a formal commitment to provide bonds at this time.

We hold PNCI Construction, Inc. and its principals in the highest regard and urge you to extend every possible consideration to their proposal. I would gladly respond to any further inquiry you may have.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Tim Blanchard'.

Tim Blanchard  
President - Colorado  
HUB International Colorado  
Phone: (970) 254-3316







December 19, 2018

I am writing to express my appreciation for PNCI. Over the past several months, FMHS administration and PNCI have worked hand in hand on numerous projects. I understand that PNCI is pursuing additional projects in our district and I would highly recommend them.

Throughout the remodel process at FMHS, PNCI has gone above and beyond to meet our needs. They have minimized all while meeting stringent deadlines and doing a fantastic job. During the FMHS pool conversion project last year, PNCI provided an onsite supervisor that communicated with me on a daily basis. He ensured student safety and accommodated us whenever I asked. During SAT/PSAT testing, they shut down completely for two days and would often adjust their schedule on a moment's notice. They often worked weekends and nights to accommodate our needs. The supervisor also invited our engineering classes in, gave them tours and involved them in aspects of the construction to give them a sense of relevancy. By the end of the project, the supervisor felt like a part of our staff.

When several of our teachers and support staff had to box and move their classrooms or offices for construction last year, PNCI met with each individual staff member to assist him or her with the moving process. When we needed assistance with projects outside of the scope of their construction, PNCI always pitched in to help (moving sheds, stacking pallets for homecoming, patching and painting walls, etc.).

Most recently, PNCI was there for FMHS when a water main broke during the school day. With areas of the school flooded and water pouring in, a PNCI supervisor that happened to be on site for the construction of the east parking lot, shut off the water supply and immediately called for support to begin repairing the line and restoring the flooded areas. Within an hour, PNCI workers had made repairs and were coordinating restoration efforts with other local contractors. PNCI worked through nights and weekends to minimize the impact of the flooding at FMHS.

I would highly recommend PNCI for any project they may be interested in undertaking.

Sincerely,

Todd McClaskey, Principal  
Fruita Monument High School  
1102 Wildcat Avenue  
Fruita, Colorado 81521  
[Todd.mcclaskey@D51schools.org](mailto:Todd.mcclaskey@D51schools.org)



# Dual Immersion Academy

552 A West Main Street  
Grand Junction, CO 81501

*Monica Heptner, Principal*  
*Katia Otanez-Olguin, Secretary*

*Phone (970) 254-6070*  
*Fax (970) 245-7739*

January 7, 2019

To Whom It May Concern,

I would like to recommend PNCI Construction, Inc. for D51 construction projects. I have worked with their entire crew for the past year on the construction of the Dual Immersion Academy D51 Gymnasium, Cafeteria, and Music room. The collaboration with the team has been a very positive experience and I feel PNCI would provide excellent service to upcoming D51 construction projects.

As the project started in January of 2018, the PNCI group was actively listening and learning about the needs of the school and district to understand the dynamics of the layout, the site needs and the vision of the school and district.

As the process progressed, the PNCI group stayed in close communication with a team of stakeholders. Weekly meetings with the entire team kept the project within budget and on the timeline projection. They were responsive to long term and short-term needs. They worked diligently to meet the timelines established and turn over the project to D51 in early January of 2019. This timeline was completed as planned. Christopher Cutsforth, the Project manager, as well as Ron Johnson, Superintendent RJ checked in with me frequently to make sure that the needs or questions of DIA were addressed immediately.

The PNCI group also kept safety the schools' occupants and their crew as a high priority. PNCI was continually responsive to needs of the school and their workers. We had no safety incidents throughout the entire project. Their understanding of working with the safety of students was evident at all times.

I would highly recommend PNCI Construction, Inc., as they are a company that is reliable, personable and responsive to the needs of their clients. Working with them has been a very positive experience and I know that they would serve any upcoming projects with the same diligence. Feel free to contact me for more information about the gym construction at DIA.

Sincerely,

**Monica Heptner**

Principal  
Dual Immersion Academy  
Mesa County Valley School District 51  
552A West Main Street  
Grand Junction, CO 81501  
970-254-6070

[monica.heptner@d51schools.org](mailto:monica.heptner@d51schools.org)





168 N. Mesa St. Fruita, Co. 81521  
970-858-3133 ext 1 970-858-7189 fax  
fcavaliere@lvfdfire.org  
**Office of the Fire Chief**

August 4, 2021

Mr. Duane Hoff Jr.:

This is a letter of recommendation for PNCI Construction Inc. for the work they have completed for us on our two Fire Stations, Lower Valley Fire District, Fruita and Loma Locations. PNCI has completed quality work in a very efficient timeframe, extremely sensitive to our budgets and both projects have come in either at or below budget. We found their Project Managers and Superintendents to be knowledgeable and very attentive to our needs as you are aware that a fire station is a unique building that are paid for with taxpayer's money and must have a long-life span.

LVFD Fruita was a new ground up fire station built next to our existing station (maintaining complete operations of existing station during construction) two story 10500sf building with first floor consisting of 6 apparatus bays, equipment storage, locker area, men's and women's bathrooms, office space and a corridor that ties into our existing building. The second floor consists of 6 bunkrooms, men's and women's bathrooms with showers, laundry room, day room, full kitchen with dining area and storage. Exterior finish consists of concrete block, stucco and brick veneer with standing seam metal roof including all associated concrete aprons, sidewalks, curbs, and gutters.

Our Loma stations was a 3000sf addition to our existing fire station consisting of an additional apparatus bay, 4 bunkrooms, laundry room, men and women' bathrooms with showers, full kitchen with dining area, exercise room and 2 offices. Associated site work consisted of matching finishes of our Fruita location with stucco and brick veneer, new fenced in parking lot, concrete apron all while the station was in complete operations.

PNCI Construction Inc. is a quality organization with professional leadership that has worked with us to help make our projects successful and if you have any further questions or would like to walk through either or both of our stations, please feel free to contact me.

Sincerely:

*Frank Cavaliere*  
Frank Cavaliere, Chief



**Subject:** RE: Community Food Bank Project

Thanks Tyler. Everything has been great and the building looks amazing.

A quick note, it was great working with Toby, he did a great job. We appreciate all the work PNCI did for us.

Thanks

***Peter G. Kunisch***  
***Financial Adviser***  
***High Point Financial Group***

[124 N. 6th St.](#)  
[Grand Junction, CO 81501](#)  
970-344-4700 Office  
[970-773-3668](#) Cell  
866-806-8006 Fax

---

**Subject:** RE: GJ Community Food Bank- Final Closeout

Thanks Tyler. I appreciate you sending that along. It looks fantastic and we agree there is no way this would have gotten done on time without PNCI, specifically all the work You and Toby put it.

I hope you had a good thanksgiving and we will get this paid.

PK

***Peter G. Kunisch***  
***Financial Adviser***  
***High Point Financial Group***

[124 N. 6th St.](#)  
[Grand Junction, CO 81501](#)  
970-344-4700 Office  
[970-773-3668](#) Cell  
866-806-8006 Fax

## References

Dale Beede, DRK Associates, LLC.  
Sure Realty Group.  
Developer Rivertown Center  
Email: [dbeede@suregi.com](mailto:dbeede@suregi.com)  
Phone Cell (970) 250-9500

US Tractor & Harvest, Inc.  
Scott Van Horn  
701 West Avenue  
Alamosa, CO 81101  
Email: [scott@ustractor.com](mailto:scott@ustractor.com)  
Phone Cell: (719) 588-9177

Colorado Mesa University  
Dave Taylor  
Labor, Trades, and Crafts Supervisor  
Email: [dtaylor@coloradomesa.edu](mailto:dtaylor@coloradomesa.edu)  
Phone: (970) 248-1303

Lower Valley Fire District  
Chief Frank Cavaliere  
Email: [fcavaliere@fruita.org](mailto:fcavaliere@fruita.org)  
Phone Cell : (970) 270-6363

Phil Vaughan Construction Management, Inc.  
Phil Vaughan, Owner  
Email: [phil@pvcmi.com](mailto:phil@pvcmi.com)  
Phone: (970) 625-5350

Rocky Mountain C Stores  
Gary Dean, Retired  
Email: [gary@rmstores.com](mailto:gary@rmstores.com)  
Phone: (970) 260-1588

Fruita Monument High School  
Todd McClaskey, Principal  
Email: [todd.mcclaskey@d51schools.org](mailto:todd.mcclaskey@d51schools.org)  
Phone: (970) 254-6600

Dual Immersion Academy  
Monica Heptner, Principal  
Email: [monica.heptner@d51schools.org](mailto:monica.heptner@d51schools.org)  
Phone: (970) 254-6070

ANB Bank/Realty Management Group  
Nic Colley  
Owner Representative/Construction Manager  
Email: [ncolley@realtygp.com](mailto:ncolley@realtygp.com)  
Phone: (303) 709-5747

Open Studio Architecture  
Amanda Fitzjarrald, Designer  
Email: [afitzjarrald@gmail.com](mailto:afitzjarrald@gmail.com)  
Phone: (303) 640-3173

Mesa County School District 51  
Ed Mort  
Assistant Facilities Director  
Email: [eddie.mort@schools.org](mailto:eddie.mort@schools.org)  
Phone Cell: (970) 260-0080

Soloway Architectural Design  
Marc Soloway, Principle  
Email: [marcs@soloway-designs.com](mailto:marcs@soloway-designs.com)

Method-Studio  
Kelly Morgan, AIA, LEED AP  
Email: [Kelly@method-studio.com](mailto:Kelly@method-studio.com)  
Phone Cell: (801) 598-8234

Firm Name- PNCI Construction, Inc

Date- 3/18/22

Rifle City Hall Ph. 3 Improvements		
Preconstruction Services	Fees-Staff & Consultant time	\$ 10,000.00
	Printing, Postage, Shipping	Incl'd
	Travel, Mileage, Hotel, Meals	Incl'd
		\$ -
TOTAL	Fees-Staff & Consultant time	\$ 10,000.00
	Printing, Postage, Shipping	\$ -
	Travel, Mileage, Hotel, Meals	\$ -
GRAND TOTAL		\$ 10,000.00

Please do not revise cells C10, C11 or C12 as these are formulas.

check TRUE

Please attach hourly fee schedules for personnel

Interstate Experience Modification Rate  
applied to Worker's Compensation Policy

2021  
2020  
2019

EMR Rate

1.61 No lost time  
1.36 No lost time  
0.77

General Conditions Fee as a percentage of  
Cost of the work

9%

Note: Surety shall not be included in the Conditions Fees

Construction Fee as a percentage of the  
Cost of the Work

4%

Change Order Fees

% of the cost

.1 For the Contractor, for Work performed by  
the Contractor's own forces  
.2 For the Contractor, for Work performed by  
the Contractor's Subcontractor

10 %  
10 %

PNCI acknowledges Addendum #1

## **Personnel Hourly Rates**

<b>Project Executive</b>	<b>\$105/hr</b>
<b>Project Manager</b>	<b>\$75/hr</b>
<b>Superintendent</b>	<b>\$65/hr</b>
<b>Project Engineer</b>	<b>\$48/hr</b>
<b>Skilled Carpenter</b>	<b>\$42/hr</b>
<b>Laborer</b>	<b>\$40/hr</b>
<b>Office Accounting</b>	<b>\$75/hr</b>

## **Equipment Rental Rates**

<b>Skid Steer</b>	<b>\$350/day</b>
<b>Mini Excavator</b>	<b>\$325/day</b>
<b>Forklift</b>	<b>\$400/day</b>
<b>Scissor Lift</b>	<b>\$225/day</b>
<b>Truck/Trailer</b>	<b>\$250/day</b>
<b>Trailer</b>	<b>\$125/day</b>



March 3, 2022 Revision

**Firm Name- PNCI Construction, Inc**

**Date- 3/18/22**

Rifle City Hall Ph. 3 Improvements			
Preconstruction Services	Fees-Staff & Consultant time	\$	10,000.00
	Printing, Postage, Shipping		Incl'd
	Travel, Mileage, Hotel, Meals		Incl'd
TOTAL	Fees-Staff & Consultant time	\$	10,000.00
	Printing, Postage, Shipping	\$	-
	Travel, Mileage, Hotel, Meals	\$	-
GRAND TOTAL		\$	10,000.00

check TRUE

**Please attach hourly fee schedules for personnel**

**Interstate Experience Modification Rate  
applied to Worker's Compensation Policy**

2021  
2020  
2019

**EMR Rate**

1.61 No lost time  
1.36 No lost time  
0.77

**General Conditions Fee as a percentage of  
Cost of the work**

9%

**Note: Surety shall not be included in the Conditions Fees**

**Construction Fee as a percentage of the  
Cost of the Work**

4%

**Change Order Fees**

% of the cost

.1 For the Contractor, for Work performed by  
the Contractor's own forces

10 %

.2 For the Contractor, for Work performed by  
the Contractor's Subcontractor

10 %

**PNCI acknowledges Addendum #1**



**CITY OF RIFLE  
PURCHASE REQUEST**

<b>1.</b>	<b>Vendor Name</b>	NEW: W-9 attached <input type="checkbox"/>
	PNCI Constructors	

<b>2.</b>	<b>Vendor Address</b>
	553 25 1/2 Road
	Grand Junction, CO 81505

<b>3.</b>	<b>For the Purchase of (description)</b>
	CM/GC and Pre-construction Services for Rifle City Hall Phase 3

<b>4.</b>	<b>Amount Requested</b>	<b>Amount Budgeted</b>	<b>Finance Director Verified Funds Avail.</b>
	\$10,000.00	\$300,000.00	

<b>5.</b>	<b>Dept. Name</b>	<b>General Ledger Acct #</b>
	Capital Fund	206-4900-400-712

<b>6.</b>	<b>Type of Purchase</b>
	<input checked="" type="checkbox"/> Capital Construction
	<input type="checkbox"/> Capital Construction – Change Order
	<input type="checkbox"/> Capital Equipment
	<input type="checkbox"/> Plant Equipment
	<input type="checkbox"/> Materials, supplies, non-profession/technical services (includes computer/software maint.)
	<input checked="" type="checkbox"/> Professional Services
	<input type="checkbox"/> Utilities (includes equipment installation)
	<input type="checkbox"/> Land, easements, ROW

<b>7.</b>	<b>Purchasing Process Required</b>
	<input type="checkbox"/> Cooperative Purchasing
	<input type="checkbox"/> Open Market
	<input type="checkbox"/> Comparative Pricing
	<input checked="" type="checkbox"/> Request for Proposal (attach bid tab)
	<input checked="" type="checkbox"/> Formal Bid (attach bid tab and advertisement)
	<input type="checkbox"/> Single Source (attach an explanation)

<b>8.</b>	<b>Authorization Required</b>
	<input type="checkbox"/> City Manager
	<input checked="" type="checkbox"/> City Council

<b>9.</b>	<b>Signatures</b>		
	<b>Position</b>	<b>Signature</b>	<b>Date</b>
	Department Director	<i>Tom Whitmore</i>	March 30, 2022
	City Manager		
	City Council Approval (meeting date)		April 6, 2022
<b>10.</b>	<b>Purchase Order # assigned by Finance</b>		

### 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 #9.b.**

**Agenda Item Name:**

Consider Landscape Maintenance / Snow Removal Contractor for City of Rifle and DDA Areas

**Presenter:**

Tom Whitmore, Parks & Recreation Director

**Item Description:**

Proposals have been solicited for a single contractor to perform both seasonal Landscape Maintenance and Snow Removal for specified properties of the City. This includes Park Department areas, Grounds and Facilities Department areas, and Downtown planters and parking lots for the DDA.

**Recommended Action:**

Move to approve All Around Property Maintenance with unit costs, as attached, and authorize expenditure of up to \$88,425.00 for Landscape and Snow removal per year, for three years, with the option to renew for two additional years, for DDA, Grounds and Facilities, and Parks, subject to annual appropriation, and authorize staff to enter into an agreement with All Around Property Maintenance, pending review by the City Attorney.

**Fiscal Impact:**

Funds will be spent as follows: DDA--\$17,540.00 of \$35,000.00 budgeted; G & F--\$61,440 of \$90,000.00 budgeted, and Parks, \$9,000.00 of \$25,000.00 budgeted.

**Operational Impact:**

The Parks and Recreation and Grounds and Facilities Departments hire contractors to perform specific functions. This is efficient for time and purpose. It reduces the amount of full-time staff and overhead that would otherwise be required.

**Prior Board Motions:**

None

**Background Information:**

Proposals were solicited per purchasing policy and 3 local area vendors attended a mandatory site walk-through with DDA Manager, Helen Rogers, and Parks and Recreation/Grounds and Facilities Director, Tom Whitmore, prior to bid date. Proposals were received from two vendors, Daly Property Services, and All Around Property Maintenance. Proposals were evaluated and scored by a committee of 5. Proposals were scored based on a point system. There was a narrow margin between vendors but the committee is unanimously recommending All Around Property Maintenance for this term.

Because of the expanded maintenance areas constructed in the downtown area, the City is funding a portion of the maintenance for defined areas of the Downtown for the DDA. Maintenance for the DDA areas will also be



included in the agreement with the approved contractor. The DDA Manager will manage the contractor for the DDA portion of the work, and the Parks and Recreation/Grounds and Facilities Department will manage the contractor for the work for areas of the Civic Plaza--City Hall and Rifle Branch Library, the Rifle Creek Plaza (Brenden Theater site), South Rifle Roundabouts, the Justice Center, and the Parks Maintenance Facility.

Vendors provided unit pricing for landscape and snow removal tasks. Estimated pricing is then calculated by using vendor unit pricing multiplied by an estimated number of operations, which is determined by staff.

**Executive Summary:**

None

**Notification Requirements:**

None

**Prepared By:**

Tom Whitmore, Parks & Recreation Director

**Attachments:**

1. 2022 AAPM Vendor Proposal Landscape unit pricing
2. 2022 AAPM Vendor Proposal Snow Removal unit pricing
3. 2022 Summary AAPM Vendor Proposal Landscape and Snow Removal
4. 2022 Daly Vendor Proposal Landscape unit pricing 22
5. 2022 Daly Vendor Proposal Snow Removal unit pricing
6. 2022 Summary Daly Vendor Proposal Landscape and Snow Removal
7. 2022 Landscape and Snow Removal Scoring Worksheet blank
8. PO Request 2022 AAPM.G & F
9. PO Request 2022 AAPM.Parks
10. PO Request 2022 AAPM.DDA

All Around Property Maintenance		City of Rifle Multiplier	Vendor Pricing--2022, 2023,2024										
Landscape Maintenance:	Reps	Brenden Plaza	City Calc	Civic Plaza	City Calc	Justice Center	City Calc	Parks Facility	City Calc	Roundabouts	City Calc	DDA	City Calc
Edge/string trimming	31	\$ -	\$ -	\$ 120.00	\$ 3,720.00	\$ 120.00	\$ 3,720.00	\$ 120.00	\$ 3,720.00	\$ 120.00	\$ 3,720.00	\$ -	\$ -
Tree Pruning	1	\$ 1,400.00	\$ 1,400.00	\$ 550.00	\$ 550.00	\$ 540.00	\$ 540.00	\$ 225.00	\$ 225.00	\$ 375.00	\$ 375.00	\$ 900.00	\$ 900.00
Tree Wrap/Unwrap	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Tree Fertilizing	1	\$ 750.00	\$ 750.00	\$ 450.00	\$ 450.00	\$ 450.00	\$ 450.00	\$ 350.00	\$ 350.00	\$ 400.00	\$ 400.00	\$ 225.00	\$ 225.00
Tree Mulching	1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Tree Staking--Removal	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Perennial Pruning/weed control	2	\$ 810.00	\$ 1,620.00	\$ 450.00	\$ 900.00	\$ 200.00	\$ 400.00	\$ 275.00	\$ 550.00	\$ 175.00	\$ 350.00	\$ 270.00	\$ 540.00
Weed Control-Beds	3	\$ 240.00	\$ 720.00	\$ 130.00	\$ 390.00	\$ 150.00	\$ 450.00	\$ 175.00	\$ 525.00	\$ 150.00	\$ 450.00	\$ 125.00	\$ 375.00
Weed Control Native Grasses	2	\$ 450.00	\$ 900.00	\$ -	\$ -	\$ 250.00	\$ 500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Bed Mulch/Mgmt	1	\$ -	\$ -	\$ 850.00	\$ 850.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 500.00	\$ 500.00
Trash and Litter Removal/in & around planters--not trash cans	include with mow/trim/bed maint	\$ 60.00	\$ 1,860.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 60.00	\$ 1,860.00	\$ 120.00	\$ 3,720.00
Native Grass/wildflower mow	3	\$ 920.00	\$ 2,760.00	\$ -	\$ -	\$ 150.00	\$ 450.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Disease/Insect	1	\$ 750.00	\$ 750.00	\$ 850.00	\$ 850.00	\$ 450.00	\$ 450.00	\$ -	\$ -	\$ 300.00	\$ 300.00	\$ 1,500.00	\$ 1,500.00
Irrigation start/winterize--1ea	2	\$ 275.00	\$ 550.00	\$ 250.00	\$ 500.00	\$ 250.00	\$ 500.00	\$ 175.00	\$ 350.00	\$ 300.00	\$ 600.00	\$ 550.00	\$ 1,100.00
Bed Plant Cleanups--Spring/Fall	2	\$ 810.00	\$ 1,620.00	\$ 500.00	\$ 1,000.00	\$ 400.00	\$ 800.00	\$ 450.00	\$ 900.00	\$ 300.00	\$ 600.00	\$ 500.00	\$ 1,000.00
Turf fertilizing/each--Spring/Fall	2	\$ -	\$ -	\$ 150.00	\$ 300.00	\$ 225.00	\$ 450.00	\$ 190.00	\$ 380.00	\$ 285.00	\$ 570.00	\$ -	\$ -
Turf Weed Control-herbicide	2	\$ -	\$ -	\$ 250.00	\$ 500.00	\$ 125.00	\$ 250.00	\$ 200.00	\$ 400.00	\$ 350.00	\$ 700.00	\$ -	\$ -
Turf Mowing 1x/week. 4/15 to 10/31	31	\$ -	\$ -	\$ 60.00	\$ 1,860.00	\$ 60.00	\$ 1,860.00	\$ 60.00	\$ 1,860.00	\$ 120.00	\$ 3,720.00	\$ -	\$ -
Turf Aeration	1	\$ -	\$ -	\$ 200.00	\$ 200.00	\$ 125.00	\$ 125.00	\$ 185.00	\$ 185.00	\$ 250.00	\$ 250.00	\$ -	\$ -
Sweeping/ parking lot/1x	1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
DDA Only--Sweep/Power wash sidewalk East and West 3rd and along East & West side of Railroad Ave. from Centennial Parkway to 5th Street	2											\$ 1,050.00	\$ 2,100.00
Other, hourly rate	60												
			\$ 12,930.00		\$ 12,070.00		\$ 10,945.00		\$ 9,445.00		\$ 13,895.00		\$ 11,960.00

All Around Property Maintenance		2022, 2023, 2024							
Snow Removal:	Multiplier	Brenden Plaza	City Calc	Civic Plaza	City Calc	Justice Center	City Calc	DDA Lots	City Calc
Snow Plowing per push	10	\$ 350.00	\$ 3,500.00	\$ -	\$ -	\$ -	\$ -	\$ 225.00	\$ 2,250.00
Sidewalk/walkway light snow hand shoveling each	18	\$ 300.00	\$ 5,400.00	\$ -	\$ -	\$ -	\$ -	\$ 100.00	\$ 1,800.00
Sanding/snow melt each	18	\$ 150.00	\$ 2,700.00	\$ -	\$ -	\$ -	\$ -	\$ 85.00	\$ 1,530.00
Other?									
			\$ 11,600.00		\$ -		\$ -		\$ 5,580.00
Total Snow Removal 2022 Parks Grounds & Facilities	\$ 11,600.00								
Total Snow Removal 2023 Parks Grounds & Facilities	\$ 11,600.00								
Total Snow Removal 2024 Parks Grounds & Facilities	\$ 11,600.00								
Total Snow Removal 2022 DDA	\$ 5,580.00								
Total Snow Removal 2023 DDA	\$ 5,580.00								
Total Snow Removal 2024 DDA	\$ 5,580.00								

<b>All Around Property Maintenance</b>	<b>Landscape</b>	<b>Snow</b>	<b>total</b>
Total 2022 Landscape Maintenance-- Parks, Grounds & Facilites	\$ 59,285.00	\$ 11,600.00	\$ 70,885.00
Total 2023 Landscape Maintenance--Parks, Grounds & Facilites	\$ 59,285.00	\$ 11,600.00	\$ 70,885.00
Total 2024 Landscape Maintenance--Parks, Grounds & Facilities	\$ 59,285.00	\$ 11,600.00	\$ 70,885.00
Total 2022 Landscape Maintenance DDA	\$ 11,960.00	\$ 5,580.00	\$ 17,540.00
Total 2023 Landscape Maintenance DDA	\$ 11,960.00	\$ 5,580.00	\$ 17,540.00
Total 2023 Landscape Maintenance DDA	\$ 11,960.00	\$ 5,580.00	\$ 17,540.00
3 Years	\$ 213,735.00	\$ 51,540.00	\$ 265,275.00



Vendor: Daly Property Services	City of Rifle Multiplier	Vendor Pricing--2022											
Landscape Maintenance:	Reps	Brenden Plaza	City Calc	Civic Plaza	City Calc	Justice Center	City Calc	Parks Facility	City Calc	Roundabouts	City Calc	DDA	City Calc
Edge/string trimming	31	\$ 96.89	\$ 3,003.65	\$ 145.34	\$ 4,505.48	\$ 96.89	\$ 3,003.65	\$ 145.34	\$ 4,505.48	\$ 290.68	\$ 9,010.95	\$ -	\$ -
Tree Pruning	1	\$ 373.92	\$ 373.92	\$ 373.92	\$ 373.92	\$ 93.48	\$ 93.48	\$ 93.48	\$ 93.48	\$ 186.96	\$ 186.96	\$ 373.92	\$ 373.92
Tree Wrap/Unwrap	0		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
Tree Fertilizing	1	\$ 349.55	\$ 349.55	\$ 349.55	\$ 349.55	\$ 87.39	\$ 87.39	\$ 87.39	\$ 87.39	\$ 174.77	\$ 174.77	\$ 349.55	\$ 349.55
Tree Mulching	1	\$ 96.89	\$ 96.89	\$ 339.12	\$ 339.12	\$ 48.45	\$ 48.45	\$ 96.89	\$ 96.89	\$ 193.78	\$ 193.78	\$ 193.78	\$ 193.78
Tree Staking--Removal	0		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
Perennial Pruning/weed control	2	\$ 193.78	\$ 387.57	\$ 290.68	\$ 581.35	\$ 193.78	\$ 387.57	\$ 96.89	\$ 193.78	\$ 193.78	\$ 387.57	\$ 387.57	\$ 775.14
Weed Control-Beds	3	\$ 96.89	\$ 290.68	\$ 290.68	\$ 872.03	\$ 96.89	\$ 290.68	\$ 96.89	\$ 290.68	\$ 193.78	\$ 581.35	\$ 193.78	\$ 581.35
Weed Control Native Grasses	2	\$ 387.57	\$ 775.14	\$ -	\$ -	\$ 96.89	\$ 193.78	\$ 96.89	\$ 193.78	\$ -	\$ -	\$ -	\$ -
Bed Mulch/Mgmt	1	\$ 193.78	\$ 193.78	\$ 290.68	\$ 290.68	\$ 193.78	\$ 193.78	\$ 96.89	\$ 96.89	\$ 193.78	\$ 193.78	\$ 387.57	\$ 387.57
Trash and Litter Removal/in & around planters--not trash cans	include with mow/trim/bed maint												
Native Grass/wildflower mow	3	\$ 331.43	\$ 994.28	\$ -	\$ -	\$ 165.71	\$ 497.14	\$ 110.48	\$ 331.43	\$ -	\$ -	\$ -	\$ -
Disease/Insect	1	\$ 193.78	\$ 193.78	\$ 193.78	\$ 193.78	\$ 48.45	\$ 48.45	\$ 48.45	\$ 48.45	\$ 96.89	\$ 96.89	\$ 193.78	\$ 193.78
Irrigation start/winterize--1ea	2	\$ 384.63	\$ 769.26	\$ 384.63	\$ 769.26	\$ 307.70	\$ 615.41	\$ 307.70	\$ 615.41	\$ 384.63	\$ 769.26	\$ 692.33	\$ 1,384.66
Bed Plant Cleanups--Spring/Fall	2	\$ 193.78	\$ 387.57	\$ 290.68	\$ 581.35	\$ 193.78	\$ 387.57	\$ 96.89	\$ 193.78	\$ 193.78	\$ 387.57	\$ 387.57	\$ 775.14
Turf fertilizing/each--Spring/Fall	2	\$ 87.39	\$ 174.77	\$ 131.08	\$ 262.16	\$ 131.08	\$ 262.16	\$ 174.77	\$ 349.55	\$ 174.77	\$ 349.55	\$ -	\$ -
Turf Weed Control-herbicide	2	\$ -	\$ -	\$ 318.84	\$ 637.68	\$ 425.12	\$ 850.25	\$ 425.12	\$ 850.25	\$ 531.40	\$ 1,062.81	\$ -	\$ -
Turf Mowing 1x/week. 4/15 to 10/31	31	\$ -	\$ -	\$ 145.34	\$ 4,505.48	\$ 242.23	\$ 7,509.13	\$ 290.68	\$ 9,010.95	\$ 290.68	\$ 9,010.95	\$ -	\$ -
Turf Aeration	1	\$ -	\$ -	\$ 193.78	\$ 193.78	\$ 193.78	\$ 193.78	\$ 96.89	\$ 96.89	\$ 290.68	\$ 290.68	\$ -	\$ -
Sweeping/ parking lot/1x	1	\$ 581.35	\$ 581.35	\$ 581.35	\$ 581.35	\$ 387.57	\$ 387.57	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
DDA Only--Sweep/Power wash sidewalk East and West 3rd and along East & West side of Railroad Ave. from Centennial Parkway to 5th Street	2											\$ 1,557.99	\$ 3,115.98
Other, hourly rate	\$ 65.00	\$ 65.00		\$ 65.00		\$ 65.00		\$ 65.00		\$ 65.00		\$ 65.00	
			\$ 8,572.19		\$ 15,036.97		\$ 15,050.22		\$ 17,055.07		\$ 22,696.88		\$ 8,130.87

Vendor: Daily Property Services		2022									
Snow Removal:	Multiplier	Brenden Plaza	City Calc	Civic Plaza	City Calc	Justice Center	City Calc	DDA Lots	City Calc		
Snow Plowing per push	10	\$ 375.00	\$ 3,750.00	\$ -	\$ -		\$ -	\$ 282.00	\$ 2,820.00		
Sidewalk/walkway light snow hand shoveling each	18	\$ 452.00	\$ 8,136.00	\$ -	\$ -		\$ -		\$ -		
Sanding/snow melt each	18	\$ 187.50	\$ 3,375.00	\$ -	\$ -		\$ -	\$ 62.50	\$ 1,125.00		
Other?											
			\$ 15,261.00		\$ -		\$ -		\$ 3,945.00		
Total Snow Removal 2022 Parks Grounds & Facilities	\$ 15,261.00										
Total Snow Removal 2023 Parks Grounds & Facilities	\$ 15,718.83										
Total Snow Removal 2024 Parks Grounds & Facilities	\$ 16,190.39										
Total Snow Removal 2022 DDA	\$ 3,945.00										
Total Snow Removal 2023 DDA	\$ 4,063.35										
Total Snow Removal 2024 DDA	\$ 4,185.25										

<b>Daly Property Services</b>	<b>Landscape</b>	<b>Snow</b>	<b>Total</b>
Total 2022 Landscape Maintenance-- Parks, Grounds & Facilites	\$ 78,411.33	\$ 15,261.00	\$ 93,672.33
Total 2023 Landscape Maintenance--Parks, Grounds & Facilites	\$ 80,763.67	\$ 15,718.83	\$ 96,482.50
Total 2024 Landscape Maintenance--Parks, Grounds & Facilities	\$ 83,186.58	\$ 16,190.39	\$ 99,376.97
Total 2022 Landscape Maintenance DDA	\$ 8,130.87	\$ 3,945.00	\$ 12,075.87
Total 2023 Landscape Maintenance DDA	\$ 8,374.79	\$ 4,063.35	\$ 12,438.14
Total 2024 Landscape Maintenance DDA	\$ 8,626.04	\$ 4,185.25	\$ 12,811.29
3 Years	\$ 267,493.29	\$ 59,363.82	\$ 326,857.11

City of Rifle Landscape Maintenance and Snow Removal

Committee Scoring

	Possible Score	Firm:	Firm:
1. Experience on Similar Projects - 30%	30		
2. Approach to Safety and Customer Service - 20%	20		
3. Capacity to Perform the Work - 20%	20		
4. Completeness and Accuracy of the Proposal - 15%	15		
5. Fee Proposal - 15%	15		
<b>Total Score</b>	<b>100</b>	<b>0</b>	<b>0</b>
<b>Scoring Rank</b>			





**CITY OF RIFLE  
PURCHASE REQUEST**

<b>1.</b>	<b>Vendor Name</b>	NEW: W-9 attached <input type="checkbox"/>
	All Around Property Management	

<b>2.</b>	<b>Vendor Address</b>
	697 County Road 266
	Silt, CO 81652

<b>3.</b>	<b>For the Purchase of (description)</b>
	Landscape and Snow Removal Services for 2022, 2023, 2024--Grounds and Facilities

<b>4.</b>	<b>Amount Requested</b>	<b>Amount Budgeted</b>	<b>Finance Director Verified Funds Avail.</b>
	\$61, 440.00	\$90,000.00	

<b>5.</b>	<b>Dept. Name</b>	<b>General Ledger Acct #</b>
	Grounds and Facilities	100-4195-400-431

<b>6.</b>	<b>Type of Purchase</b>
	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

<b>7.</b>	<b>Purchasing Process Required</b>
	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)

<b>8.</b>	<b>Authorization Required</b>
	City Manager
x	City Council

<b>9.</b>	<b>Signatures</b>		
	<b>Position</b>	<b>Signature</b>	<b>Date</b>
	Department Director	<i>Tom Whitmore</i>	March 30, 2022
	City Manager		
	City Council Approval (meeting date)		April 6, 2022
<b>10.</b>	<b>Purchase Order # assigned by Finance</b>		

### 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 \$25,000 or for any amount from Capital Fund.
	\$5,000-\$25,000	Comparative Pricing (solicit quotes from 3 ) vendors/suppliers)	Purchase Request	
	\$25,001-\$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 \$25,000 or for any amount from Capital Fund.
	\$5,000-\$25,000	Comparative Pricing (solicit quotes from 3 vendors/suppliers)	Purchase Request	
	> \$25,000	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 \$25,000
	\$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.



**CITY OF RIFLE  
PURCHASE REQUEST**

<b>1.</b>	<b>Vendor Name</b>	NEW: W-9 attached <input type="checkbox"/>
	All Around Property Maintenance	

<b>2.</b>	<b>Vendor Address</b>
	697 County Road 266
	Silt, CO 81652

<b>3.</b>	<b>For the Purchase of (description)</b>
	2022, 2023, 2024 Landscape Maintenance and Snow Removal Services--Parks Department

<b>4.</b>	<b>Amount Requested</b>	<b>Amount Budgeted</b>	<b>Finance Director Verified Funds Avail.</b>
	\$9,445.00		

<b>5.</b>	<b>Dept. Name</b>	<b>General Ledger Acct #</b>
	Parks Maint	210-4521-400-431

<b>6.</b>	<b>Type of Purchase</b>
	Capital Construction
	Capital Construction – Change Order
	Capital Equipment
	Plant Equipment
	<input checked="" type="checkbox"/> Materials, supplies, non-profession/technical services (includes computer/software maint.)
	Professional Services
	Utilities (includes equipment installation)
	Land, easements, ROW

<b>7.</b>	<b>Purchasing Process Required</b>
	Cooperative Purchasing
	Open Market
	Comparative Pricing
	<input checked="" type="checkbox"/> Request for Proposal (attach bid tab)
	Formal Bid (attach bid tab and advertisement)
	Single Source (attach an explanation)

<b>8.</b>	<b>Authorization Required</b>
	City Manager
	<input checked="" type="checkbox"/> City Council

<b>9.</b>	<b>Signatures</b>		
	<b>Position</b>	<b>Signature</b>	<b>Date</b>
	Department Director	<i>Tom Whitmore</i>	March 30, 2022
	City Manager		
	City Council Approval (meeting date)		April 6, 2022
<b>10.</b>	<b>Purchase Order # assigned by Finance</b>		

## 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 \$25,000 or for any amount from Capital Fund.
	\$5,000-\$25,000	Comparative Pricing (solicit quotes from 3 ) vendors/suppliers)	Purchase Request	
	\$25,001-\$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 \$25,000 or for any amount from Capital Fund.
	\$5,000-\$25,000	Comparative Pricing (solicit quotes from 3 vendors/suppliers)	Purchase Request	
	> \$25,000	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 \$25,000
	\$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.





**CITY OF RIFLE  
PURCHASE REQUEST**

<b>1.</b>	<b>Vendor Name</b>	NEW: W-9 attached <input type="checkbox"/>
	All Around Property Maintenance	

<b>2.</b>	<b>Vendor Address</b>
	697 County Road 266
	Silt, CO 81652

<b>3.</b>	<b>For the Purchase of (description)</b>
	Landscape and Snow Removal Services--DDA

<b>4.</b>	<b>Amount Requested</b>	<b>Amount Budgeted</b>	<b>Finance Director Verified Funds Avail.</b>
	\$17,540.00	\$35,000.00	

<b>5.</b>	<b>Dept. Name</b>	<b>General Ledger Acct #</b>
	URA	208-4650-400-501

<b>6.</b>	<b>Type of Purchase</b>
	Capital Construction
	Capital Construction – Change Order
	Capital Equipment
	Plant Equipment
	<input checked="" type="checkbox"/> Materials, supplies, non-profession/technical services (includes computer/software maint.)
	Professional Services
	Utilities (includes equipment installation)
	Land, easements, ROW

<b>7.</b>	<b>Purchasing Process Required</b>
	Cooperative Purchasing
	Open Market
	Comparative Pricing
	<input checked="" type="checkbox"/> Request for Proposal (attach bid tab)
	Formal Bid (attach bid tab and advertisement)
	Single Source (attach an explanation)

<b>8.</b>	<b>Authorization Required</b>
	City Manager
	<input checked="" type="checkbox"/> City Council

<b>9.</b>	<b>Signatures</b>		
	<b>Position</b>	<b>Signature</b>	<b>Date</b>
	Department Director	<i>Tom Whitmore</i>	March 30, 2022
	City Manager		
	City Council Approval (meeting date)		April 6, 2022
<b>10.</b>	<b>Purchase Order # assigned by Finance</b>		

### 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 \$25,000 or for any amount from Capital Fund.
	\$5,000-\$25,000	Comparative Pricing (solicit quotes from 3 ) vendors/suppliers)	Purchase Request	
	\$25,001-\$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 \$25,000 or for any amount from Capital Fund.
	\$5,000-\$25,000	Comparative Pricing (solicit quotes from 3 vendors/suppliers)	Purchase Request	
	> \$25,000	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 \$25,000
	\$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 #9.c.**

**Agenda Item Name:**

Consider Appointments to the Parks and Recreation Advisory Board

**Presenter:**

Tom Whitmore, Parks & Recreation Director

**Item Description:**

The Parks and Recreation Advisory Board has received applications from two community members who desire to be Board members. PRAB has reviewed applications and conducted interviews and recommends Ken Blatter and Brian Dow for appointment to two vacant Board seats.

**Recommended Action:**

Appoint Ken Blatter and Brian Dow to fill vacant positions on the Rifle Parks and Recreation Advisory Board.

**Fiscal Impact:**

None

**Operational Impact:**

None

**Prior Board Motions:**

N/A

**Background Information:**

The Parks and Recreation Advisory Board (PRAB) consists of 8 Board members,--7 regular members and 1 alternate member. The current members of PRAB are:

Kevin Kelley - Chairperson

Aaron Cumming - Vice-Chairperson

Sarah Brainard - Secretary

Trudy Lowery - Member

Annie MacGregor - Member

The two appointees are completing the terms of long-time members Chris Bornholdt and Michael Churchill. The Alternate seat, vacated by Christi Savage is still open.

Staff solicited and received 2 applications for 3 vacant seats. The Parks and Recreation Board is charged with screening board member applications, interviewing candidates, and recommending candidates to the Council for appointment. The Parks and Recreation Board has completed the prescribed process and recommends Ken Blatter and Brian Dow for the respective positions.

These candidates will fill the 2 regular Board seats. The alternate seat is still vacant.

**Executive Summary:**

None

**Notification Requirements:**

None

**Prepared By:**

Tom Whitmore, Parks & Recreation Director

**Attachments:**

1. 2022.02 PRAB Application Brian Dow
2. 2022.01 PRAB Appplication Ken Blatter





## Rifle Parks and Recreation Advisory Board Application 2022

Name Brian Dow

Address 1921 Anvil View Ave

City RiFle State CO Zip 81650

Phone 970-440-0800 Alternate phone 970-665-9728

E-mail brian.dow@edwardjones.com

Do you live within Rifle city limits? ☒ Yes ☐ No

Are you over the age of 55? ☐ Yes ☒ No

(This question is related to having one board member of 55 years of age or older)

Please answer all questions. Attach additional sheets as necessary.

1. Please describe your interest in becoming a member of the Parks and Recreation Advisory Board (PRAB)?

I'm interested in the future of Rifle and think I can offer a thoughtful perspective.

2. If appointed, what do you feel you could contribute to the PRAB?

I have 3 young children and we are always looking for things to add to their quality of life.

3. List any civic activities with which you have been involved.

I serve in my church. I'm a commissioner on the Planning and Zoning Commission. I also am a member of Rotary of Rifle.

4. What is your current involvement in Rifle Parks and Recreation?

I have no current involvement with Rifle Parks and Recreation besides enjoying the parks and different activities for my kids.

5. Tell us about qualification you possess that could be beneficial to this board.

I'm a business leader in the community. I meet with and know many families, which helps me understand their needs and wants.

6. In your opinion, what are the most significant issues facing the City of Rifle Parks and Recreation Department?

I honestly think from what I've experienced, the department does a great job. I would like to see another park around 16th St.

7. Please provide any additional comments which you believe will assist the PRAB/City Council in considering your application.

NA

### Oath of Applicant

I declare that this application and all attachments are true, correct, and complete to the best of my knowledge.

Signature: _____

*[Handwritten Signature]*

Please return this form and attachments to [twhitmore@rifleco.org](mailto:twhitmore@rifleco.org)  
by 5:00 p.m. Friday, February 25th, 2022.





## Rifle Parks and Recreation Advisory Board Application 2022

Name Kenneth Blatter

Address 217 Ash Ave.

City Rifle State CO Zip 81650

Phone 970-309-1201 Alternate phone 970-625-1806

E-mail kennyb6494@gmail.com

Do you live within Rifle city limits?

☒

No

Are you over the age of 55?

Yes

☒

No

(This question is related to having one board member of 55 years of age or older)

Please answer all questions. Attach additional sheets as necessary.

1. Please describe your interest in becoming a member of the Parks and Recreation Advisory Board (PRAB)?

I have lived in Rifle since I was twelve years old.  
I have seen this city grow and develop and have  
the Parks and Recreation department grow with it.  
What I love most about this town is the availability  
of our outdoor spaces and programs that benefit our  
community. I want to be a part of this continued growth.

2. If appointed, what do you feel you could contribute to the PRAB?

I have been previously employed by the City of Rifle in the  
Parks and Recreation Department, I have also been a member  
of this community since I was a teenager. Knowing what this community  
has, what they want and what I have heard people talk about gives me  
insight as to what we may look forward to in the future and what we can  
improve on currently.

3. List any civic activities with which you have been involved.

I have not been involved with any formal civic activities.  
I do take advantage of our open spaces and walk a lot with my dogs.  
During these times, I will often do clean up of trash and clear debris from trails.  
I believe in trying to keep our city clean and looking presentable.

4. What is your current involvement in Rifle Parks and Recreation?

No involvement at present.

5. Tell us about qualification you possess that could be beneficial to this board.

Previous Parks and Recreation experience. I am currently a Garfield County Sheriff's Deputy and U.S Army veteran, I can bring that experience as well as life experience to the board. I am very active and enjoy our parks and open spaces with my wife and our dogs.

6. In your opinion, what are the most significant issues facing the City of Rifle Parks and Recreation Department?

With the way things currently are, I believe budget and funding is probably an issue. Staffing, while providing competitive pay rates, is always an issue combined with constant turnover.

7. Please provide any additional comments which you believe will assist the PRAB/City Council in considering your application.

I am at a stage in my life where I have slowed down enough to start contributing back to the community which has been home to me for so long. I have a love for the Parks and Recreation part of our City that goes back to when I was employed by there. I would very much like to be part of this board.

### **Oath of Applicant**

I declare that this application and all attachments are true, correct, and complete to the best of my knowledge.

Signature: Kenneth W. Blatter

**Please return this form and attachments to [twhitmore@rifleco.org](mailto:twhitmore@rifleco.org)  
by 5:00 p.m. Friday, February 25th, 2022.**







**Agenda Item #9.d.**

**Agenda Item Name:**

Consider Appointing Amy Tonozzi, Larry Stewart and Raquel Mendizabal to the Downtown Development Authority (DDA) Board

**Presenter:**

Helen Rogers

**Item Description:**

Consider Appointing Amy Tonozzi, Larry Stewart and Raquel Mendizabal to the Downtown Development Authority (DDA) Board

**Recommended Action:**

Move to approve the appointment of Amy Tonozzi, Larry Stewart and Raquel Mendizabal to the Downtown Development Authority (DDA) Board

**Fiscal Impact:**

None

**Operational Impact:**

None

**Prior Board Motions:**

None

**Background Information:**

The Rifle Downtown Development Authority allows for 11 Board Members. Amy Tonozzi and Larry Stewart have both expressed interest in filling vacant DDA positions. Raquel Mendizabal is requesting reappointment.

Amy is the manager of the Rifle Branch Library, Larry is the Vice President/Manager of Alpine Bank and Raquel is the owner of Be Healthy Stay Fit Bistro.

The DDA Board recommends approval of the appointment of Amy Tonozzi, Larry Stewart and Raquel Mendizabal to the DDA Board for a period of four years.

**Executive Summary:**

None

**Notification Requirements:**

None

**Prepared By:**

Misty Williams, City Clerk

**Attachments:**

1. DDA Tonozzi Letter
2. DDA Stewart Letter
3. DDA Mendizabal Letter



Amy Tonozzi  
Rifle Branch Library  
207 East Avenue  
Rifle, CO 81650

March 9th, 2022

Ladies and Gentlemen of the Council,

This letter serves to express my interest in being appointed to sit on the Board of Directors for the Downtown Development Authority. As the recently appointed manager of the Rifle Branch Library as well as being a long time Rifle resident, I have a vested interest in this community and am looking for more ways to become involved in it. I believe that serving on this board will be a step in this direction.

Thank you for your consideration,

Sincerely,

Amy Tonozzi

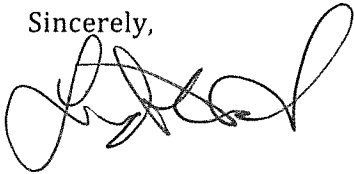
3/10/2022

To Whom This May Concern:

Re: Rifle Downtown Development Authority Board of Directors

I am writing you a letter of interest to join the DDA Board of Directors. I look forward to working closely with other small business owners to continue to improve the downtown of Rifle. As a local leader, I will add value to this board based on my 20+ years of banking experience, 10+ years of BOD experience, and my entrepreneurship background/mentality. Thank you for the consideration in advance!

Sincerely,



Larry Stewart  
Vice President/Manager  
100 East 4th St  
Rifle, CO 81650  
970-625-7277  
larrystewart@alpinebank.com



Good afternoon,

This letter is to express my interest to continue being part of the Board of Directors of the Downtown Development Authority.

I am grateful for the opportunity I've had to be part of such a great board, to learn and to assist our community.

Rifle is growing, going through many changes that I believe are improving our community. I would like to continue to be part of that growth and change.

I love to see our community coming to together, so many improvements in the city and we are all working together to see our beautiful Rifle grow.

I'd like to thank you for taking your time to read my email.

**Raquel Mendizabal**  
**424 Railroad Ave.**  
**Rifle, Co.81650**  
**970-618-7944**



**Agenda Item #9.e.**

**Agenda Item Name:**

Consider Approving CMC Signage

**Presenter:**

Tommy Klein, City Manager

**Item Description:**

Requesting approval from the Council to allow CMC related signs to be installed on the light poles along Railroad Avenue.

**Recommended Action:**

Motion to approve the installation of CMC signage along Railroad Avenue.

**Fiscal Impact:**

None

**Operational Impact:**

City staff may be required to assist with installation.

**Prior Board Motions:**

None

**Background Information:**

Tinker Duclo, Dean of the CMC Rifle Campus, would like the Council's approval to install CMC banners on the light poles that run along Railroad Avenue beginning at HWY 6 to a point to be determined ( potentially the intersection with 16th Street) as a way to market the school and promote the relationship between CMC and Rifle.

**Executive Summary:**

Tinker Duclo, Dean of the CMC Rifle Campus, would like the Council's approval to install CMC banners on the light poles that run along Railroad Avenue beginning at HWY 6 to a point to be determined ( potentially the intersection with 16th Street) as a way to market the school and promote the relationship between CMC and Rifle.

CMC is within the municipal limits of Rifle. It is common for college towns to promote local schools by installing banners, flags, etc. In addition to the general support message, the banners may inspire people to attend CMC.

The banners will include pictures of Rifle graduates and CMC logos.

**Notification Requirements:**

Xcel Energy will be notified.

**Prepared By:**

Tommy Klein, City Manager

**Attachments:**

None



**Agenda Item #9.f.**

**Agenda Item Name:**

Consider the Appointment of Debra Grizzle to the Rifle Housing Authority Board

**Presenter:**

Natalie Bowman

**Item Description:**

Consider the Appointment of Debra Grizzle to the Rifle Housing Authority Board

**Recommended Action:**

Move to approve the appointment of Debra Grizzle to the Rifle Housing Authority Board

**Fiscal Impact:**

None

**Operational Impact:**

None

**Prior Board Motions:**

None

**Background Information:**

Kate Andreatta's term is up in April and she is not going to continue on the Board of Rifle Housing Authority. Debra Grizzle applied for the position. The Rifle Housing Authority Board has approved the application.

**Executive Summary:**

None

**Notification Requirements:**

None

**Prepared By:**

Misty Williams, City Clerk

**Attachments:**

1. RHA Debra Grizzle board application



# Rifle Housing Authority

## Rifle Housing Authority Board Application 2022

Name: Debra J Grizzle  
Address: 535 East 3rd Street Apt P4  
City: Rifle State: CO Zip: 81650  
Phone:      Cell: 970-329-3919  
Email: deb.grizzle632@gmail.com

**Please answer all questions. Attach additional sheets as necessary.**

Why would you like to be on the Housing Authority Board?

*See additional sheet*

What talents and experience can you bring to the Board?

*See additional sheet*

What is your current involvement in Rifle's Housing Authority, if any?

*See additional sheet*

Please return this form and attachments to:  
Rifle Housing Authority, 250 Ute Ave Rifle CO 81650  
Close March 23, 2022

## Rifle Housing Authority Board Application

### **Why would you like to be on the Housing Authority Board?**

I worked for Rifle Housing Authority in different capacities, from painting and mowing to Executive Director, for many years. I developed an appreciation for members of the community who were willing to devote time and energy to serve on the board, and I would like to help in any way possible to support Rifle Housing Authority. I believe staying involved and informed is an essential part of aging gracefully.

### **What talents and experience can you bring to the Board?**

I consider my positive attitude and a desire to be helpful as two of my talents. I am an open minded individual.

I learn something new every day, whether it be from neighbors, staff, grandchildren, community or, yes, the animal kingdom!

I have one year of college and, while working for Rifle Housing Authority, participated in continuing education classes and seminars to develop an informed understanding of people, housing and organizations. I was the USDA Rural Development Site Manager of the Year in 2005, thanks to helpful residents, supportive board members, maintenance staff, and Rifle Correctional Facility labor crews.

I was a Garfield County 4-H leader and served as secretary-treasurer for the livestock steering committee.

My grandmother was an RHA resident for a short time and my mother lived here for several years

More recently I volunteered with RIDE (Riding Institute for Disabled Equestrians) for two years and enjoyed interacting and learning from the students and mentors there.

### **What is your current involvement in Rifle Housing Authority, if any?**

I have been a Rifle Housing Authority resident since January 2017. I do resident and community information interviews and write articles for "Rifle Housing News", our monthly newsletter. I have made new friends since moving here. We are currently working jigsaw puzzles in Jackson Heights and, when weather permits, we are out walking and talking with others.



**Agenda Item #9.g.**

**Agenda Item Name:**

Consider Approving Resolution No. 4, Series of 2022 - Authorizing the City Manager to Take All Actions Necessary to Sell the Property Formally Occupied by the Rifle Animal Shelter

**Presenter:**

Jim Neu

**Item Description:**

Consider Approving Resolution No. 4, Series of 2022 - Authorizing the City Manager to Take All Actions Necessary to Sell the Property Formally Occupied by the Rifle Animal Shelter

**Recommended Action:**

Move to approve Resolution No. 4, Series of 2022 - Authorizing the City Manager to Take All Actions Necessary to Sell the Property Formally Occupied by the Rifle Animal Shelter

**Fiscal Impact:**

None

**Operational Impact:**

None

**Prior Board Motions:**

At the March 2, 2022, meeting, Council provided direction to sell the property.

**Background Information:**

The old Rifle Animal Shelter property is located at 569 County Road 265, Rifle, CO. At the Council meeting held on March 2, 2022, the Council directed staff to sell the property using a realtor.

**Executive Summary:**

The old Rifle Animal Shelter property is located at 569 County Road 265, Rifle, CO. At the Council meeting held on March 2, 2022, the Council directed staff to sell the property using a realtor. The realtor and title company require a resolution from the Council to grant permission to the city manager to sign documents and make decisions regarding the listing and sale of the property. Please see the resolution for details.

**Notification Requirements:**

None

**Prepared By:**

Misty Williams, City Clerk

**Attachments:**

1. Resolution No. 4-Series of 2022-City Manager Authority-Animal Shelter Property Sale



**CITY OF RIFLE, COLORADO**  
**RESOLUTION NO. 4**  
**SERIES OF 2022**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIFLE, COLORADO  
AUTHORIZING THE CITY MANAGER TO TAKE ALL ACTIONS NECESSARY TO  
SELL A PARCEL OF LAND FORMALLY OCCUPIED BY THE RIFLE ANIMAL  
SHELTER.

WHEREAS, the City of Rifle has determined the property formally occupied by the Rifle Animal Shelter located at 569 County Road 265, Rifle, Colorado with a Garfield County Parcel No. 217708400014 (the "Property") is surplus property that the City can dispose of; and

WHEREAS, the City Council desires to authorize the City Manager to take all actions necessary to sell the Property.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIFLE THAT:

1. The foregoing recitals are incorporated by reference as findings and determinations of the City Council.

2. The City Council hereby authorizes the City Manager to take all actions necessary to sell the Property, including, without limitation, signing listing agreements, real estate contracts, closing documents and the deed conveying the Property.

THIS RESOLUTION was read, passed, and adopted by the Rifle City Council at a regular meeting held this 6th day of April 2022.

CITY OF RIFLE, COLORADO

By _____  
Mayor

ATTEST:

_____  
City Clerk



**Agenda Item #9.h.**

**Agenda Item Name:**

Consider Funding for Rifle Community Foundation

**Presenter:**

Tommy Klein, City Manager

**Item Description:**

Consider funding for the Rifle Community Foundation in the amount of \$36,000 for grants.

**Recommended Action:**

Move to approve a payment in the amount of \$36,000 to the Rifle Community Foundation to be used for funding grants.

**Fiscal Impact:**

We have \$36,000 in our budget (account 100-4800-400-878) specifically for the purpose of funding grants through the Rifle Community Foundation.

**Operational Impact:**

None

**Prior Board Motions:**

None

**Background Information:**

The City has consistently funded the Rifle Community Foundation to support local nonprofits that provide services from the DeBeque Canyon to the South Canyon.

**Executive Summary:**

The Rifle Community Foundation is a nonprofit 501 (c) and a Board of Directors makes decisions on which applicants receive funding. The mission of the organization is to, "enhance the lives of the people of the Colorado River Valley from South Canyon to De Beque Canyon by providing an avenue for donors to invest in legacy projects and worthy activities benefiting area citizens." Councilor Strode and City Manager Tommy Klein sit on the Board.

**Notification Requirements:**

None

**Prepared By:**

Tommy Klein, City Manager

**Attachments:**

1. City of Rifle 2022 Funds Request



RIFLE COMMUNITY FOUNDATION  
P.O. BOX 1234  
RIFLE, COLORADO 81650

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March 14, 2022

City of Rifle  
Attn: Tommy Klein  
202 Railroad Ave.  
Rifle, CO 81650

Dear Mr. Klein:

The Board of Directors of the Rifle Community Foundation kindly requests payment of the City of Rifle allocated funds to the Foundation for 2022 in the amount of \$36,000.00. We thank you for your continued support of nonprofit organizations from DeBeque to South Canyon.

Regards,

*Kasey Nispel*

Kasey Nispel  
President  
Rifle Community Foundation





**Agenda Item #9.i.**

**Agenda Item Name:**

Consider Funding for Rifle Community Foundation - Marijuana Funds

**Presenter:**

Tommy Klein, City Manager

**Item Description:**

Consider funding for the Rifle Community Foundation using marijuana funds.

**Recommended Action:**

Depending on the Council's direction - Move to approve funding the Rifle Community Foundation using Community Wellness funding in the amount of \$40,000 to be used for Drug and Alcohol programs.

**Fiscal Impact:**

This item is funded in our current budget for \$40,000 in the Community Wellness account (100-4800-400-879.)

**Operational Impact:**

None

**Prior Board Motions:**

Funding was approved in 2020 and 2021 for a total of \$81,000.

**Background Information:**

The City has consistently funded the Rifle Community Foundation to support local nonprofits that provide services from the DeBeque Canyon to the South Canyon. In 2021, additional funding was provided specifically for organizations that provide services for people with drug/controlled substance issues.

**Executive Summary:**

The Rifle Community Foundation is a nonprofit 501 (c) and a Board of Directors makes decisions on which applicants receive grant funding. The mission of the organization is to, "enhance the lives of the people of the Colorado River Valley from South Canyon to DeBeque Canyon by providing an avenue for donors to invest in legacy projects and worthy activities benefiting area citizens." Councilor Strode and City Manager Tommy Klein sit on the Board.

In 2021, the Council provided \$41,000 to the Rifle Community Foundation to support the Drug and Alcohol Programs Grant using marijuana tax funds. In 2020, the amount was \$40,000. We have \$40,000 in our current budget for this purpose.

The Council was considering directing marijuana funds to specific organizations, and if this is the case, staff

can redirect these funds. Detox Center representatives will address the Council on April 20, 2022. If the Council approves funding for the Detox Center, we would make the first payment from our 2023 budget.

**Notification Requirements:**

None

**Prepared By:**

Tommy Klein, City Manager

**Attachments:**

None



**Agenda Item #9.j.**

**Agenda Item Name:**

Consider Approving Water Rights Lease with Rifle Gap Land Company for Rifle Creek Golf Course

**Presenter:**

Jim Neu

**Item Description:**

Consider Approving Water Rights Lease with Rifle Gap Land Company for Rifle Creek Golf Course

**Recommended Action:**

Move to approve the water rights lease with Rifle Gap Land Company for Rifle Creek Golf Course

**Fiscal Impact:**

Leasing fees may be collected if the Council approves the measure.

**Operational Impact:**

N/A

**Prior Board Motions:**

N/A

**Background Information:**

Please see the attachment.

**Executive Summary:**

Please see the attachment.

**Notification Requirements:**

None

**Prepared By:**

Misty Williams, City Clerk

**Attachments:**

1. 20200406-Water Rights Lease-Rifle Creek Golf Course-Memo
2. 20220406-Golf Course Water Rights Lease

*Glenwood Springs – Main Office*  
201 14th Street, Suite 200  
P. O. Drawer 2030  
Glenwood Springs, CO 81602

*Aspen*  
323 W. Main Street  
Suite 301  
Aspen, CO 81611

*Montrose*  
1544 Oxbow Drive  
Suite 224  
Montrose, CO 81402

James S. Neu  
Partner/Shareholder

[jsn@mountainlawfirm.com](mailto:jsn@mountainlawfirm.com)

Direct: 970.928.2121

Office: 970.945.2261

Fax: 970.945.7336

[****Direct Mail to Glenwood Springs***](#)

TO: Rifle City Council

FROM: Karp Neu Hanlon, P.C.

RE: Water Rights Lease for Rifle Creek Golf Course

DATE: March 29, 2022

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The City has leased water rights it owns in the Rifle Creek Canon Ditch to the Rifle Gap Land Company, owner and operator of the Rifle Creek Golf Course, since 1989. Those water rights are:

0.05 c.f.s. Priority No. 73, Rifle Creek Canon Ditch  
0.35 c.f.s. Priority No. 80, Rifle Creek Canon Ditch  
(the “Water Rights”)

The 1989 Lease was amended and extended in 2009 through 2019 at which time we sent a letter terminating the Lease prior to an automatic renewal for an additional ten years. The City then leased the Water Rights for use on the Golf Course on an annual basis for the past two years under the same terms as the 1989 Lease, but those terms needed to be updated for any long-term lease.

As we have discussed in past workshops, the Water Rights are very senior and important to the City, especially if drought conditions persist and there is a Colorado River Compact Call, but they are not presently utilized considering the other water rights in the City’s portfolio. Therefore, they are available to lease for use on the Golf Course.

We have prepared the enclosed Water Rights Lease that allows for this for a ten-year term. However, the Lease contains some reasonable conditions in the event the City needs to use the water rights, namely Section 8 that states:

If the City determines in its sole discretion that it needs the Water Rights to provide water service within the City’s water service area, the City may suspend the Lease and Rifle Gap shall cease all use of the Water Rights. The City shall give notice of its intent to suspend the lease and the duration of the suspension to Rifle Gap a minimum of thirty (30) days prior to any lease suspension. In any year when the Lease is suspended, the Lease Price shall be prorated for that year.



Page 2

The Lease Price is \$3,000 per year, which is roughly the price the City charged for the 1989 Lease and annual leases which were calculated from the cost the City incurs for the availability of the replacement of the Water Rights in Rudei Reservoir. The Lease Price escalates 3.0% each year. In addition, Rifle Gap must pay any assessments from the Rifle Creek Canon Ditch Company allocated to these water rights.

The remainder of the terms in the Lease are standard for water rights leases and protect the nature and future use of the City's Water Rights.

## RIFLE CREEK GOLF COURSE WATER RIGHTS LEASE

THIS WATER RIGHTS LEASE AGREEMENT is made and entered into effective June 1, 2022, regardless of the date of execution, by and between the CITY OF RIFLE, a Colorado Home Rule Municipality (hereinafter “City”), and RIFLE GAP LAND COMPANY, a Colorado non-profit corporation (hereinafter “Rifle Gap”).

WHEREAS, the City owns certain water rights that are decreed to divert from the Rifle Creek Canon Ditch; and

WHEREAS, Rifle Gap operates a golf course and is in need of supplemental water for irrigation purposes; and

WHEREAS, the parties hereto previously entered into a Water Rights Lease Agreement dated August 9, 1989 (the “1989 Agreement”); and

WHEREAS, the parties hereto entered into a First Amendment to Golf Course Water Rights Lease dated August 8, 2009 (the “First Amendment”) and by letter dated May 31, 2019, the City terminated the 1989 Agreement and the First Amendment effective August 8, 2019; and

WHEREAS, the parties entered into a Golf Course Water Rights Lease effective August 9, 2019 that leased the water rights described in the 1989 Agreement to Rifle Gap for a term that ended on October 31, 2020, and the parties entered into a Golf Course Water Rights Lease again for a term ending October 31, 2021; and

WHEREAS, the parties desire to enter into a new Water Rights Lease for the water rights described on **Exhibit A** for a term ending October 31, 2031.

NOW THEREFORE, FOR AND IN CONSIDERATION of the mutual promises and covenants contained herein, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The water rights described on **Exhibit A** (“Water Rights”) are hereby leased to Rifle Gap for a period of ten (10) irrigation seasons, ending on October 31, 2031.
2. Rifle Gap agrees that the Water Rights leased herein consist of historic irrigation consumptive use credits totaling 50.8 acre feet associated with certain water rights decreed to the Rifle Creek Canon Ditch. In Case No. 83CW110 (Water Division No. 5), the Water Court decreed a monthly distribution of said credits. Rifle Gap shall abide by the monthly distribution and any applicable terms and conditions contained in Case No. 83CW110. Rifle Gap assumes all risks of shortage, whether physical or legal in nature. The City agrees that the Water Rights may be diverted at the West Lateral of the Rifle Creek Canon Ditch for use by Rifle Gap.

3. Rifle Gap shall not use the Water Rights for any purpose inconsistent with the decrees associated with the Rifle Creek Canon Ditch and applicable terms and conditions contained in Case No. 83CW110. Rifle Gap shall not store any of the Water Rights in any pond or reservoir without first obtaining the consent of the Water Commissioner.
4. In Case No. 83CW110 the Water Court adjudicated certain delayed return flow obligations associated with the Water Rights. If and when the City is ever required to provide such delayed irrigation return flow obligation, from that year and thereafter, the Lease price shall increase by the full amount of the delayed return flow obligation (expressed in acre feet) multiplied by \$500 per acre foot, regardless of whether a call for said delayed return flows thereafter occurs.
5. The price for the leased water shall be \$3,000 for 2022 (“Lease Price”), which Lease Price shall increase each subsequent year by 3.0%. The Lease Price shall be paid to the City by June 30 of each year. Rifle Gap shall reimburse the City for all ditch and water assessments associated with the Water Rights imposed by the Rifle Creek Canon Ditch. The City shall send Rifle Gap an invoice for the amount of reimbursement which invoice shall be payable within thirty (30) days. Interest shall be imposed at rate of 1.0% per month on all balances not paid when due.
6. Rifle Gap shall be solely responsible for all costs associated with the use of the Water Rights on the property owned by Rifle Gap. This shall include installing any measuring devices or other equipment that may be required to divert the Water Rights from the ditch and to use the Water Rights on the Rifle Gap property. The expense of such devices and equipment shall be the sole expense of Rifle Gap.
7. Rifle Gap shall not include the Water Rights in any Water Court application nor temporary substitute supply plan without first receiving the written approval of the City. Rifle Gap shall take no action that may impair the use of the Water Rights as part of the City’s plan for augmentation decreed in Case No. 83CW110.
8. If the City determines in its sole discretion that it needs the Water Rights to provide water service within the City’s water service area, the City may suspend the Lease and Rifle Gap shall cease all use of the Water Rights. The City shall give notice of its intent to suspend the lease and the duration of the suspension to Rifle Gap a minimum of thirty (30) days prior to any lease suspension. In any year when the Lease is suspended, the Lease Price shall be prorated for that year.
9. The City shall have the right at all reasonable times to access the Rifle Gap property and to inspect the use of the Water Rights. Rifle Gap agrees to provide the City with a copy of any document related to the use of the Water Rights within seven days of creation or receipt.

10. Rifle Gap agrees to hold harmless, defend and to indemnify the City from all claims (including all costs, expenses, liabilities and reasonable attorneys' fees) arising or alleged to arise from Rifle Gap's (or Rifle Gap's employees, contractors, customers, invitees or agents), use of the Water Rights during the term of this Lease.
11. In the event of a breach of this Lease, the non-breaching party shall give the party alleged to be in breach written notice thereof. The party alleged to be in breach shall have fourteen (14) days in which to cure the alleged breach. The period to cure shall not apply to any order of the Division of Water Resources which must be cured immediately. In the event that Rifle Gap is in breach of this Lease beyond the fourteen (14) day cure period, the City may terminate this Lease.
12. Rifle Gap shall keep the Water Rights free and clear of any and all liens for labor performed and materials provided to facilities associated with the use of the Water Rights. Rifle Gap shall indemnify, defend and hold City and the Water Rights harmless from liens and claims arising out of Rifle Gap's activities, and all losses arising from nonpayment of such claims, including attorney's fees incurred by City in connection therewith.
13. The parties signing on behalf of the City have been duly authorized to do so by Rifle Gap are signing and are fully authorized to bind said party to the terms and conditions of this Water Rights Lease.
14. This Agreement shall NOT be recorded in the public records.
15. This Lease shall be construed and enforced in accordance with, and the rights of the parties shall be governed by the laws of the State of Colorado. The parties agree to waive any right to a jury in any action relating to this Lease.
16. No amendment, modification or supplement to this Lease shall be valid or binding unless set out in writing and executed by the parties.
17. All of the provisions of this Lease are to be construed as covenants and agreements. If any provision of this Lease is illegal or unenforceable, it shall be considered separate and severable from the remaining provisions of this Lease, which shall remain in force and be binding as though the provision had never been included.
18. In the event that either party takes legal action against the other in order to enforce the terms of this Agreement, the substantially prevailing party shall be entitled to recover from the other its reasonable attorney's fees and costs.



IN WITNESS THEREOF, the parties have executed this WATER RIGHTS LEASE effective June 1, 2022.

CITY OF RIFLE, COLORADO

_____  
Mayor

ATTEST:

_____  
City Clerk

RIFLE GAP LAND COMPANY

_____  
By: _____  
Authorized Representative

_____  
Secretary

## **Exhibit A**

0.05 c.f.s. Priority No. 73, Rifle Creek Canon Ditch

0.35 c.f.s. Priority No. 80, Rifle Creek Canon Ditch



**Agenda Item #10.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

04/01/2022

**Notification Requirements:**

N/A

**Prepared By:**

Alexis Ramirez, Deputy City Clerk

**Attachments:**

1. Report to City Manager 04.01.2022

# WORK REPORT TO CITY MANAGER

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**04.01.2022**

## **PUBLIC WORKS**

- 0.5 MG Airport Water Tank: bid release – 30 MAR 2022; due 22 APR 2022
- I-70 Exit 90 Gateway Beautification: scheduled for May construction; contractor wants to insure arrival of all materials prior to start
- Geotech engineering evaluation of Morrow Drive conditions and subgrade: Kumar & Associates; they advised waiting for Spring thaw conditions to properly evaluate road structure for design;
- 5th Street and Ute Avenue Improvements, which includes surface improvements, sidewalk, and water distribution pipeline improvements – pursuing Fall DOLA grant opportunity to pursue design and construction – Spring 2023 construction.
- Park Hill retaining wall for City/Frontella property boundary: release for bid 30 MAR 2022; mid-May construction
- Planning for Paradise Island cleanup – targeting a September 2022 work schedule.
- Cemetery Roadway Improvements: release for bid 11 APR 2022; Summer Construction (July-August)
- Airport Road - East Improvements: release bid documents 11 APR 2022; Contract Award 18 MAY 2022; late August-September construction
- Overlay & HA5 application; bid release – 11 APR 2022; Bid Award – 18 MAY 2022
- Preparation of draft RAISE Grant application submission
- Preparation of Main Street Revitalization Grant
- Preparation of Safer Main Street Grant for Whiteriver Roundabout

The following are projects currently under construction:

- Railroad Avenue Rehabilitation project: re-building of crosswalk section mid-100 block of E. 3rd. St.: replacing grey concrete with stamped, colored concrete; Punch List work; coating of dining areas along 3rd Street;

## **FLEET**

- Still experiencing severe delays in the delivery of light wheeled vehicles with our lease vendor, Enterprise Fleet Mgmt.
- Complete refurbishing of Unit 1001 snowplow bed, conveyor, bed frame: sandblasting, installing new conveyor parts, and coating.
- Completed release of new WEX-EFM fuel cards and user PIN's

## **OPERATIONS & MAINTENANCE**

- Snowplow operations, as necessary
- Drainage structure maintenance on Blacktail Avenue
- Preparing Procurement documents for purchase of: a track-steer loader, and heavy snowplow truck (dual purpose)

### Two weeks look-ahead

- Punch list work on the 3rd Street and Railroad Improvement project.
- Preparation for Spring Cleanup
- Beginning of overlay projects with hot asphalt availability 4 APR 2022

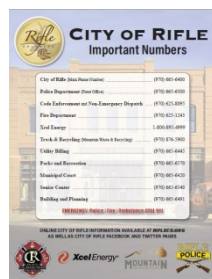
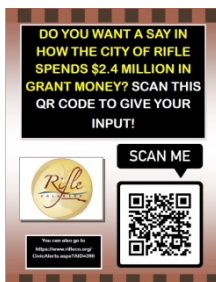


## PIO

- Continuing updates on website and social media on local issues and citizen concerns. We are doing a big push to get people engaged with Balancing Act so we can generate data on where our citizens would like to see the A.R.P.A. funds spent.
  - We are pushing out a flyer with a QR code that people can scan and go directly to Balancing Act with the hopes that easy accessibility will increase participation. (See below)
- We have also created a flyer with important phone numbers for citizens (See below). This includes key City departments as well as numbers for services such as trash removal. The flyer is an easily printable pdf which we may someday convert to refrigerator magnets. Hopefully, this quick reference will assist citizens and also staff by, for example, cutting down on the number of calls to finance asking why trash pick-up is delayed.
  - Both flyers are posted on our website and all social media outlets. Printed versions are also available at City Hall as well as the police department.
- Responded to several citizen calls and emails regarding City issues. Some really fun questions lately!

## COURT

- Handled 63 adult cases on March 16th court day.
- Held 3 telephone hearings with inmates in custody.
- Judge Zerbi and the Court Administrator met with Sheriff Lou Vallario who has been expressing concerns with housing municipal prisoners. The meeting was extremely productive and resulted in refining procedures to maximize efficiency and reduce the burden on jail deputies.
- The next trial is set for two days on April 4 and 5.
- Attended CML Statehouse Report Webinar.



## POLICE

- Our new Evidence Technician, Lindsey Bogden, will begin work on March 28. A new desk is being installed in the front office of the PD. With the install of the new desk, several used cabinets were relocated to the detective bureau to store equipment.
- We are conducting an employment process on March 24th and 25th to fill the last vacancy. Unfortunately, we had one candidate drop out. Two candidates will be interviewing for this vacancy
- POST Training Grants
- The Police Department is working towards hosting and providing local training. Providing great training for our staff, and keeping it local reduces out of pocket costs to Rifle and other agencies in Garfield County.
- On March 15, 2022, the I-70 West Board met and prioritized the trainings for the I-70 West Region to use during their Fiscal Year 2023 Grant Period which is from July 1, 2022 through June 30, 2023. The classes and budgets Rifle PD will be reimbursed for through the I-70 West POST Grant are:

1. 4-Day Reid Interview & Interrogation

- a. Up to 20 students allowed.
- b. 4-days/32 hours
- c. \$12,400 Instructor Costs
- d. \$0.00 Refreshments

**Total Cost = \$12,400.00**

2. FBI Leeda SLI (Leadership)

- a. Funding for 15 students
- b. 5-days/36 hours
- c. \$11,925.00 Instructor Costs
- d. \$0.00 Refreshments

**Total Cost = \$11,925.00**

3. Training Mats for Rifle PD

**Total Cost - \$4,056.00**

**Total in POST Regional Monies (reimbursement) for I-70 West are: \$28,381**

## FINANCE

- Annual Report to State of Colorado for Conservation Trust Fund was filed 3/10/22, well ahead of 3/31/22 due date.
- Balancing Act simulation for citizen input related to our American Rescue Plan funds is up and available to citizens. Link is on our website, employees were also urged to participate. To date, we've had 120 visits, 32 completed, and many interesting comments. Once we see a more representative sample, results will be reviewed, along with help from the Balancing Act consultant.
- Sales taxes collected in February were over February 2021 collections by 12%. Preliminary results from March collections show about a 9% increase over the same month in 2021.
- The first report on ARPA funding projects is due to US Treasury on April 30, 2022. It is not necessary at this time to designate specific use of the funds. Reports are due annually on this same date.

## **CITY MANAGER**

- Held hazard mitigation meeting with Department Heads on 03-22-2022. We will meet quarterly to improve our emergency plans and Community Profile.
- All full-time and permanent part-time employees will take FEMA training on ICS 100 (Intro to Incident Command), ICS 700 (Intro to National Incident Management System) and IC 907 (Active Shooter: What to do.) All supervisors will also receive training on ICS 200 (Basic Incident Command System for initial Response.) This project may take a couple of months to complete. We will eventually request in person ICS 300 (Intermediate ICS for Expanding Incidents) training for all Department Heads. Councilor Bornholdt mentioned FEMA trainings at our Strategic Planning meeting. More to follow on this topic.



**Agenda Item #12.a.**

**Agenda Item Name:**

Executive Session for discussion of a personnel matter under C.R.S. Section 24-6-402(2)(f) and not involving: any specific employees who have requested discussion of the matter in open session; any member of this body or any elected official; the appointment of any person to fill an office of this body or of an elected official; or personnel policies that do not require the discussion of matters personal to particular employees – (City Manager six month review)

**Presenter:**

Jim Neu

**Item Description:**

N/A

**Recommended Action:**

N/A

**Fiscal Impact:**

N/A

**Operational Impact:**

N/A

**Prior Board Motions:**

N/A

**Background Information:**

N/A

**Executive Summary:**

N/A

**Notification Requirements:**

N/A

**Prepared By:**

Misty Williams, City Clerk

**Attachments:**

None



