



AGENDA
CITY OF GLENWOOD SPRINGS
REGULAR CITY COUNCIL MEETING
JANUARY 7, 2021
101 W. 8TH STREET
6:15 PM

The agenda is subject to *change, including the addition of items 24 hours in advance or the deletion of items at any time.*
The order and times of agenda items listed are approximate and intended as a guideline for the City Council.

ZOOM INSTRUCTIONS

1. You are invited to a Zoom webinar.

When: Jan 7, 2021 03:45 PM Mountain Time (US and Canada)

Topic: 2021/01/07 Regular Council Meeting

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/83206416865>

Or iPhone one-tap :

US: +16699006833,,83206416865# or +12532158782,,83206416865#

Or Telephone:

Dial(for higher quality, dial a number based on your current location):

US: +1 669 900 6833 or +1 253 215 8782 or +1 346 248 7799 or +1 929 205 6099 or +1 301 715 8592 or +1 312 626 6799

Webinar ID: 832 0641 6865

International numbers available: <https://us02web.zoom.us/j/kdJRjCvUo>

WORK SESSION

- | | | |
|------|--|------------------------|
| 3:45 | 2. Historic Preservation Commission Joint Workshop | Information/Discussion |
| 4:15 | 3. RFTA Funding Work Session | Information/Discussion |
| | -27th Street Underpasses | |
| | -MOVE Study | |

Meeting Set-up

REGULAR SESSION

- | | |
|------|-------------------------------|
| 6:15 | 4. Roll Call |
| 6:20 | 5. Pledge of Allegiance |
| 6:25 | 6. Agenda Changes & Conflicts |

6:30	7. Citizens Appearing Before Council (for items not on the Agenda-comments limited to 3 minutes)	
6:40	8. Council Comments	
7:00	9. Consent Agenda	
	<i>All matters under consent are considered to be routine and will be enacted by one motion and vote. The titles will not be read aloud. There will be no separate discussion on these items unless a Councilmember or Audience Member so requests.</i>	
	A. Intergovernmental Agreement between the City of Glenwood Springs and the Glenwood Springs Downtown Development Authority	
	B. Resolution 2021-01; A Resolution of the City Council of the City of Glenwood Springs, Colorado Designating a Posting Place for 2021	
	C. Seven Party MOU to Provide Senior Meal Services	
	D. 2021 IGA for Traveler Services	
	E. Award of Fiber to Home Materials Purchase to GrayBar, Inc.	
	F. Award of Fiber Optic Drop Subcontractor RFP BD #2020-035	
	G. Water Treatment Plant and No Name Tunnel Vendor Selection per BD2020-039	Discussion and/or Action
	H. Ordinance 29, Series of 2020; An Ordinance of the City Council of the City of Glenwood Springs Amending section 020.020.040 (c) to Limit Board Member Terms on Boards and Commissions (SECOND READING)	
ACTIONS AND/OR PRESENTATIONS		
7:05	10. Level Red Rescue Grant Ratification	Discussion and/or Action
7:30	11. Professional Services Agreement extension for Municipal Judge for 2021 and 2022	Discussion and/or Action
7:50	12. MOVE Study Recommendations from the Transportation Commission	Information/Discussion
8:50	13. Spring Cleanup Options and Discussion for 2021	Discussion and/or Action
9:20	14. Adding Private Improvements into Public Projects	Discussion and/or Action
9:45	15. Planning and Zoning Commission Appointments	Discussion and/or Action
9:50	16. Report from City Administration	
	A. City Manager	
	B. City Attorney	
	C. Correspondence Incoming/Outgoing	Discussion and/or Action
	-Letter of Support for 5-Star Program to CDPHE Director	
	-Letter of Support for Small Business Relief Fund	
	-Informational Letter from Kent Beidel, Owner of Sundae	
10:00	17. Adjournment	



City Council
STAFF REPORT
City of Glenwood Springs
January 7, 2021

Agenda Item: Historic Preservation Commission Joint Workshop

Action Requested: None.

Department: Economic and Community Development

Presented By: Gretchen Ricehill, Assistant Director of Economic and Community Development

Background Info: This is a work session with Ron Carsten, chair of the Historic Preservation Commission and other Commissioners as available. In addition to reviewing 2020 accomplishments, topics of discussion may include the following items of particular interest to the Commission:

- Downtown Architectural & Historical survey update
- Historic district creation
- South Canyon improvements and cultural resource planning, maintenance & protection

Issues: None.

Staff Recommendation: None.



City Council
STAFF REPORT
City of Glenwood Springs
January 7, 2021

Agenda Item: RFTA Funding Work Session
-27th Street Underpasses
-MOVE Study

Action Requested: Request to move RFTA Destination 2040 Glenwood Springs operations funds to support the construction of the 27th Street underpasses

also

Request to move money designated in the MOC sale for Rio Grande trail improvements to support the MOVE study

Department: Engineering

Presented By: Terri Partch, City Engineer

Background Info: **27th Street Underpasses Project:**

The 27th Street Underpasses are an important safety project for RFTA, the City and the State. RFTA has been leading the effort to design and build the 27th Street Underpasses. So far RFTA has allocated \$4.2795 million dollars toward the project in their Destination 2040 funds. They have also written grants for and received \$3.05 million in State/CDOT funding for the project. Total funding for the project so far is \$7.33M. Cost estimates for the project including construction management at this level are approximately \$10.1 M.

The City has set aside \$500,000 in the 2021 budget to leverage grants. We did apply for a 1M grant from the FMLD, but were not successful. RFTA has also asked DOLA about funding, but been told that DOLA would not support the project because it was within State right of way.

To continue with design and planned 2021 construction of the project, RFTA needs to take out bond funds in February of 2021.

RFTA has proposed a possible deferment of some operating costs that were dedicated to Glenwood Springs in the Destination 2040 Plan. Some of these funds are:

Extension of BRT to downtown Glenwood - \$298,000
Rerouting of RFTA local busses to HWY 6&24 - \$395,000

The funding for the project would then be:

Estimated total construction and construction management cost: \$10,100,000

Funding sources:

RFTA Destination 2040:	\$4,279,500
TAP Grant:	\$1,000,000
MMOF Grant	\$1,050,392
RPP Funds	\$1,000,000

City of GWS contribution	\$500,000
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Current estimated project funding gap: \$2,270,108.

RFTA is proposing to cover this funding gap by deferring operating costs from the Destination 2040 tax measure as well as some additional operating costs from 2019.

If the City Council agrees to this deferment, the agreement will then need to be approved by the RFTA Board.

MOVE Study funding:

The City has partnered with RFTA through the MOVE study to evaluate these major transportation elements within the City:

- Extending BRT from southern Glenwood (27th Street) to west or north Glenwood
- Evaluate a new bus transfer station in the vicinity of downtown to facilitate bus connections between the BRT service and the local bus systems.
- Evaluate existing parking both in the City's downtown area as well as the BRT stations to look at use/occupancy and recommend capacity and management improvements.
- Evaluate and optimize the existing local bus routes (Ride Glenwood Springs, RFTA's Valley Local and RFTA's Hogback service)
- Recommend pedestrian and bicycle improvements.
- Evaluate vehicular operations on SH 82, 8th and 9th and recommend improvements.

At this time the study is within it's original budget. RFTA and Parsons have both proposed extending the study for an additional six months to allow more public input, virtual modeling of both the Grand Avenue and Rio Grande Trail BRT options, additional analysis of the BRT system, the local bus connections, public input on the parking recommendations and analysis of the vehicular operations improvements.

The cost of the additional services is estimated at \$180,000. RFTA has asked if the City could fund half of the proposed additional services (\$90,000). RFTA has suggested that the City's share could come from part of the recent MOC sale that was dedicated to Rio Grande Trail improvements (\$200,000). City staff believes that trail connections that were to be made with the funding can be done internally for just the cost of materials. The retaining wall that was scheduled to be rebuilt with the money should be delayed until a decision is made about the future of RFTA's Orrison Distribution site. The stone wall can be stabilized until a decision is made about the future of the site.

Issues: None at this time.

Staff Recommendation: 27th Street Underpasses Funding:

For information and general agreement only. RFTA's Board will have a discussion and vote on the proposal on 1/14.

MOVE Study additional funding:

Staff recommends reallocating trail funding from the MOC sale toward the MOVE Study extension, additional modeling and public outreach. The exact amount of reallocation will not exceed \$90,000.



City Council
STAFF REPORT
City of Glenwood Springs
January 7, 2021

Agenda Item:	Intergovernmental Agreement between the City of Glenwood Springs and the Glenwood Springs Downtown Development Authority
Action Requested:	Approval of the Intergovernmental Agreement between the City of Glenwood Springs and the Glenwood Springs Downtown Development Authority
Department:	Economic and Community Development
Presented By:	Laura Kirk
Background Info:	Several years ago, the Downtown Development Authority purchased the lot at 714 Grand Avenue, referred to in the Intergovernmental Agreement (IGA) for consideration on January 7th, 2021, as the DDA Property. That lot has gone by many other names and is also often referenced as the Bethel Lot. The City and the DDA both have interests in and use of that property but there has never been an underlying document noting responsibilities for the lot, uses for the lot, etc. The IGA has been drafted jointly by legal counsel for the City and the DDA to clarify roles and responsibilities while allowing for a measure of flexibility between the two entities. Currently, the City uses a portion of the lot for two compactors, recycling cans, a grease bin, fencing, and some other associated uses. The DDA has an active tenant on the site with the Pierogi food truck. Per the IGA, the City is responsible for maintenance of its use of the property, the DDA for its. The DDA is responsible for parking management on the lot and snow removal. This past summer, the DDA paid for paving of the lot which has improved both the look and the operations of the lot. Expanded uses on the lot by the City are allowed for under a separate agreement with the DDA. As an example, to facilitate winter dining operations and clean-up per COVID regulations, the City is currently storing a trailer and propane tanks on the lot at no charge. The City, Parks Department and Public Works Department have similarly provided picnic tables, planters, Igloos, etc to add vibrancy to the lot and provide expanded outdoor dining options in the downtown. In this way, the lot is providing mutual benefit. The IGA allows the entities to formally acknowledge this partnership going forward.
Issues:	N/A
Staff Recommendation:	Approval of the Intergovernmental Agreement between the City of Glenwood Springs and the Glenwood Springs Downtown Development Authority.

INTERGOVERNMENTAL AGREEMENT

This INTERGOVERNMENTAL AGREEMENT (the “Agreement”) is made this ____ day of _____, 2020, by and between the CITY OF GLENWOOD SPRINGS, COLORADO (the “City”) and the GLENWOOD SPRINGS DOWNTOWN DEVELOPMENT AUTHORITY (the “DDA”) (collectively, the “Parties”)

RECITALS

WHEREAS, the Parties are both political subdivisions of the State of Colorado; and

WHEREAS, the people of the State of Colorado have authorized political subdivisions to cooperate with each other and contract in matters set forth in this Agreement through the Colorado Constitution, Article XIV, Section 18(2)(a).

WHEREAS, the DDA owns real property located at 714 Grand Avenue, Glenwood Springs, CO 81601 (the “DDA Property”); and

WHEREAS, the City owns personal property currently located on the DDA Property, including two 3-yard compactors, two 3-yard recycling cans, one 300-gallon grease bin, 25 feet of chain link fencing, an electric meter and breaker panel, tables/chairs, flower pots, propane heaters and tanks, a trailer, and barriers (collectively the “City Property”); and

WHEREAS, the Parties desire to enter an agreement setting forth their rights and responsibilities regarding use and maintenance of their respective property.

NOW, THEREFORE, in consideration of the mutual covenants and agreements identified, the Parties agree as follows:

AGREEMENT

1. Incorporation of Recitals. The foregoing Recitals are incorporated as if set forth in full.

2. Term. This Agreement shall commence on the date first written above and continue for a period of one (1) year thereafter. This Agreement will automatically be extended for additional one (1) year periods on each successive anniversary of the date first written above unless either party provides written notice of non-extension to the other party at least thirty (30) days prior to such anniversary. Either party may terminate this Agreement for any reason whatsoever by giving the other party thirty (30) days’ written notice of its intent to so terminate.

3. City Responsibilities. The City shall be responsible for all maintenance of City Property, including ensuring there is access to such property for operations thereof. The City Property shall not be moved or occupy more of the DDA’s Property without the DDA’s written consent. The City shall ensure that its use, operations, and maintenance of the City Property does

not interfere with the DDA's use of the DDA Property, including use thereof by the DDA's lessees and assigns. The DDA has the option of entering into a separate Snow Removal Agreement with the City with respect to the DDA Property.

4. DDA Responsibilities. The DDA shall be responsible for all maintenance of the DDA Property.

5. Separate Agreement. Nothing contained herein prohibits the City from entering into a separate agreement regarding the DDA Property with lessees of the DDA Property subject to the DDA's approval.

6. Annual Appropriations. All responsibilities set forth in this Agreement shall be contingent upon the annual appropriation of funds sufficient to perform these duties. 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. The Parties are not under any obligation to make any future apportionment or allocation to this Agreement; however, by their signatures below, both Parties confirm that each has appropriated sufficient funds for the current fiscal year to meet its obligations under this Agreement. If either Party fails to appropriate funds necessary to fulfill the obligations stated in this Agreement in any future year, that Party shall immediately notify the other and this Agreement shall terminate in accordance with paragraph 10(c).

7. Indemnity/No Waiver of Governmental Immunity Act. The DDA and the City acknowledge that each is subject to the constitutional prohibitions against indemnification set forth in Colo. Const. art XI, § 1. Neither can agree to indemnify the other. Nothing herein shall be interpreted as a waiver of governmental immunity to which either Party may otherwise be entitled under the provisions of C.R.S. § 24-10-101, *et seq.*, as amended.

8. No Third-Party Beneficiary. No third party may enforce or rely upon this IGA.

9. Amendment and Assignment. This IGA may be amended by the Parties solely through a written agreement signed by both Parties. This IGA may not be assigned by either Party without prior written consent of the other Party.

10. Counterparts. This IGA may be executed in counterparts, each of which shall be deemed an original, and all of which, when taken together, shall be deemed the same instrument. Facsimile or photographic signatures shall be effective for all purposes.

11. Governing Law, Venue and Survival. The laws of the State of Colorado shall govern the validity, performance, and enforcement of this IGA. Should either party institute legal action for enforcement of this IGA, venue of such action shall be in Garfield County, Colorado.

12. Whole Agreement. This IGA sets forth the whole agreement of the Parties. No representations, either verbal or written, shall be considered binding on either party if not set forth herein.

13. Authority. Each person signing this IGA represents and warrants that the individual is fully authorized to enter into and execute this IGA and to bind the Party it represents to the terms and conditions thereof.

14. Notice and Representatives. All notices required under this IGA shall be transmitted in writing and shall be deemed duly given when hand-delivered or sent by certified mail, return receipt requested and postage prepaid, or by electronic communication, addressed to the designated representative(s) as follows:

City of Glenwood Springs:

City Manager
City of Glenwood Springs
101 West 8th Street
Glenwood Springs, CO 81601
(970) 384-6400
Debra.figueroa@cogs.us

Downtown Development Authority:

Executive Director
Downtown Development Authority
101 West 8th Street
Glenwood Springs, CO 81601
(970) 618-9934
dda@dhmdesign.com

With a copy to:

City Attorney
City of Glenwood Springs
201 14th Street
Suite 200
Glenwood Springs, CO 81601
(970) 945-2261
kjh@mountainlawfirm.com

With a copy to:

Mary Elizabeth Geiger
Garfield & Hecht, P.C.
901 Grand Avenue
Suite 201
Glenwood Springs, CO 81601
(970)941-1936 ext. 813
megeiger@garfieldhecht.com

Either Party may change the identity of its designated representative and the address to which future notices shall be sent by providing written notice in accordance with this paragraph. Formal amendment of this IGA to affect such a change is not required.

15. Severability. Should any provision of this IGA be found to be in conflict with any law of the United States or the State of Colorado or to otherwise be unenforceable, the remaining provisions shall be deemed severable and the validity of such shall not be affected provided that the remaining provisions can be construed in substance to constitute the agreement which the parties intended to enter into under this IGA.

IN WITNESS WHEREOF, the Parties execute this IGA as follows:

CITY OF GLENWOOD SPRINGS, COLORADO

ATTEST:

Ryan Muse, Assistant City Clerk

By: _____
Jonathan Godes, Mayor

Date: _____

CITY OF GLENWOOD SPRINGS DOWNTOWN DEVELOPMENT AUTHORITY

ATTEST:

_____ By: _____
Christian Henny, Chair

DRAFT



City Council
STAFF REPORT
City of Glenwood Springs
January 7, 2021

Agenda Item: Resolution 2021-01; A Resolution of the City Council of the City of Glenwood Springs, Colorado Designating a Posting Place for 2021

Action Requested: Approval of Resolution 2021-01

Department: City Clerk

Presented By: Steve Boyd, COO

Background Info: Each year the City is required to formally designate a place for the official notice of City meetings and events. The designated location is City Hall.

Issues: None

Staff Recommendation: Staff supports approval.

RESOLUTION 2021 – 1

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF GLENWOOD SPRINGS, COLORADO, DESIGNATING A
PUBLIC PLACE FOR POSTING MEETING NOTICES
DURING CALENDAR YEAR 2021.**

WHEREAS, the Colorado Open Meetings Law requires that all meetings at which the adoption of any proposed City policy or other formal action be held only after full and timely notice to the public; and

WHEREAS, Section 24-6-402(2)(c) C.R.S., as amended, requires City Council to designate a public place for posting notices of any such meetings; and

WHEREAS, this designation must occur each calendar year; and

WHEREAS, the bulletin board entitled “Official Public Notices” located in the lobby of City Hall has previously been and is hereby again designated as the place for such postings.

**NOW, THEREFORE, IT IS RESOLVED BY THE CITY COUNCIL OF THE CITY
OF GLENWOOD SPRINGS, COLORADO, THAT:**

Section 1. Pursuant to Section 24-6-402(2)(c) of the Colorado Revised Statutes, as amended, and unless otherwise designated, the bulletin board entitled “Official Public Notices” and located in the lobby of the Glenwood Springs City Hall, located at 101 W. 8th Street, Glenwood Springs, Colorado 81601, is hereby designated as the appropriate place for posting public notices of all regular and special meetings of the City Council and its designated boards and commissions for the 2021 calendar year.

Section 2. All such notices, except those of emergency meetings, shall be posted at this designated place at least twenty-four (24) hours prior to the holding of the respective meeting.

INTRODUCED, READ, AND PASSED THIS 7TH DAY OF JANUARY 2021.

CITY OF GLENWOOD SPRINGS, COLORADO

ATTEST:

Jonathan Godes, Mayor

Ryan Muse, Assistant City Clerk



City Council
STAFF REPORT
City of Glenwood Springs
January 7, 2021

Agenda Item: Seven Party MOU to Provide Senior Meal Services

Action Requested: Approval of the Seven Party MOU to Provide Senior Meal Services

Department: Parks & Recreation

Presented By: Brian Smith, Recreation Director

Background Info: The purpose of this MOU is to define the terms and conditions by which the 7-Parties will collectively provide, administer and fund county-wide meal and transportation services for the Garfield County Senior Programs for calendar year 2021.

The City participates in this MOU with the BOCC, Carbondale, New Castle, RFTA, Rifle and Silt to provide meals for eligible senior citizens of Garfield County. Garfield County BOCC pays for 40% of the total cost. The Municipalities each agree to pay a proportionate share of the remaining balance, less all anticipated grant and program funding income, based upon the percentage of total meals served between July 2018 and June 2019 to the residents of each Municipality.

The remaining cost for each municipality will be paid for through anticipated grant and program funding income for 2021 in the amount of \$241,853.00. There is no cost to the City this year. This MOU is effective as of January 1, 2021.

Issues: None.

Staff Recommendation: Approval of the Seven Party MOU for Senior Meal Services

**7-PARTY MEMORANDUM OF UNDERSTANDING
REGARDING GARFIELD COUNTY SENIOR PROGRAMS
FOR 2021**

This Memorandum of Understanding is entered into between:

The Garfield County Board of County Commissioners, (“BOCC”)
The City of Rifle, Colorado,
The City of Glenwood Springs, Colorado,
The Town of Carbondale, Colorado,
The Town of New Castle, Colorado,
The Town of Silt, Colorado,
Roaring Fork Transportation Authority, (“RFTA”)

(collectively, the “7-Parties”) in order to set forth the terms and conditions of their cooperative provision, administration and funding of a county-wide meal and transportation services for the Garfield County Senior Programs for calendar year 2021 (the “MOU”). This MOU is effective as of January 1, 2021, regardless of the dates on which it is signed.

BACKGROUND

- A. Each of the 7-Parties is authorized to make the most efficient and effective use of their governmental powers, responsibilities and monies by cooperating and contracting with other governments. Colo. Const. art. XIV §§ 18(2)(a) and (2)(b); Colorado Revised Statutes § 29-1-201.
- B. In 2009, 9-Parties entered into an Intergovernmental Agreement to set forth the terms and conditions of their cooperative provision, administration and funding of meal and transportation services to senior citizens of Garfield County (“the 9-Party MOU”). This 9-Party MOU is recorded in records of the Garfield County Clerk and Recorder at Reception No. 776142.
- C. In accordance with the 9-Party MOU, in 2009 and each consecutive year thereafter, the now 7 parties have also entered into a Memorandum of Understanding that sets forth each party’s annual commitment to share the administrative and operational costs of the Senior Programs meal and transportation services and determines the methodology by which those costs will be allocated among them (the “MOU”).
- D. In 2016, The Town of Parachute withdrew from membership and opted not to participate in the services provided by Garfield County Senior Programs in 2017. Colorado Mountain College has opted out of the 9-Party IGA.

- E. Each of the remaining 7-Parties desires to continue to provide meal and transportation services to eligible Garfield County senior citizens in 2021 in accordance with the original 9-Party MOU.

NOW, THEREFORE, for and in consideration of mutual covenants and agreements set forth below, the 7-Parties agree as follows:

AGREEMENT

1. Incorporation of Recitals. The foregoing Recitals are incorporated as if set forth in full.
2. Purpose of this Agreement. The purpose of this MOU is to define the terms and conditions by which the 7-Parties will collectively provide, administer and fund county-wide meal and transportation services for the Garfield County Senior Programs for calendar year 2021.
3. Term of Agreement. This Agreement shall have an Effective Date of January 1, 2021 regardless of the dates signed and shall terminate on December 31, 2021.
4. Senior Services to be Provided. The BOCC, through its Department of Human Services Senior Programs, will organize and administer the congregate meal and transportation services described in this MOU for eligible senior citizens of Garfield County on behalf of Rifle, Glenwood Springs, Carbondale, New Castle, Silt (collectively, the "Municipalities"). In exchange, the Municipalities will reimburse the BOCC for their proportionate shares of the cost of such services as calculated in accordance with the Cost Methodologies defined in this Agreement.
5. Congregate Meal Services. The BOCC and Municipalities agree that Senior Program meals will be provided at seven (7) locations throughout Garfield County on the days and times, and further agree that the costs to provide such services will be allocated among them as follows:
 - a. Cost Methodology – Nutrition: The BOCC agrees to pay forty percent (40%) of total budgeted cost to provide Congregate Meal Services in 2021.
 - b. The Municipalities each agree to pay a proportionate share of the remaining balance, less all anticipated grant and program funding income, based upon the percentage of total meals served between July 2018 and June 2019 to the residents of each Municipality. The BOCC agrees to be responsible for all meals served to residents of unaffiliated Garfield County and Battlement Mesa as well as any shortfall in grant and program funding income.
 - c. Application of Cost Methodology to the 2021 Budget: As illustrated in **Attachment A**, which is incorporated here for all purposes, the total budgeted cost to provide Congregate Meal Services in 2021 is **\$386,737.00**. The BOCC's 40% share of that amount equals **\$154,694.80**. Anticipated grant and program funding income for 2021 is **\$241,853.00**. The remaining balance is \$0.00.

- d. Adjustment to Services 2021: As a result of COVID19 meal sites have been moved from a congregate setting to a drive by pick up setting. Dependent on the need of the client some meals are being provided with home delivery. This arrangement will end at such time COVID 19 restrictions have ended.

6. Transportation Services. The BOCC, RFTA and Municipalities agree that Senior Program transportation services will be provided to Garfield County residents sixty-five (65) years old and older who have difficulty utilizing public transportation (“Seniors”) and citizens under the age of sixty-five (65) with a functional disability affecting the ability to use public transportation based upon the schedule. These services will be provided by RFTA’s Traveler bus system and will be wheelchair accessible, curb to curb, driver assisted transportation and will also include the delivery of meals to the meal site locations. Riders must make reservations 48 hours in advance. The cost to provide these transportation services will be shared by the BOCC, RFTA, and the Municipalities in accordance with the following Cost Methodology:

- a. Cost Methodology - Transportation: The BOCC agrees to be responsible for fifty percent (50%) of the total budgeted cost to provide Senior Transportation Services in 2021. The remaining fifty percent is paid for by grant and program funding income and allocated payments from the Municipalities based upon the number of rides provided to residents of each Municipality. RFTA agrees to be responsible for the cost of the transportation services provided to the three Municipalities that are current RFTA members: the Town of Carbondale, the City of Glenwood Springs, and the Town of New Castle. The remaining non-RFTA member Municipalities, the City of Rifle, the Town of Silt agree to pay their proportionate share of transportation costs based upon the number of rides provided to the residents of each. The BOCC agrees to be responsible for all rides provided to residents of unaffiliated Garfield County as well as any shortfall in anticipated grant and program funding income.
- b. Application of Cost Methodology to 2021 Budget. As illustrated in **Attachment B**, the total budgeted cost to provide Senior Transportation Services in 2021 is **\$761,487.00**. This cost represents the costs to the BOCC and to RFTA to provide such services in the amounts of **\$43,390.00** and **\$748,097.00 (PROJECTED)** respectively, less the amount of **\$30,000** received by RFTA from other sources who utilize the Traveler bus system pursuant to a contractual agreement that is unrelated to this MOU. The BOCC’s 50% share of this amount equals **\$380,743.50**. Anticipated grant and program funding income for 2021 is **\$84,031.00**. The remaining balance of **\$296,712.50** is distributed among the Municipalities based upon the portion of total rides provided to residents of each Municipality between July 2019 and June 2020, which results in the following amounts due:

Municipality	Number of Rides	Percent of Total	Amount Due
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Carbondale*	467	4.68%	\$13,900.96
Glenwood Springs*	4,871	48.87%	\$144,992.64
New Castle*	315	3.16%	\$9,376.45
Silt	225	2.26%	\$6,697.46
Rifle	4,090	41.03%	\$121,745.00
TOTAL	9,968	100%	\$296,712.50

c. Payment. The BOCC and RFTA have entered into a separate intergovernmental agreement pursuant to which the BOCC agrees to pay RFTA the total amount of **\$549,826.96** in twelve (12) equal monthly payments **\$45,818.91** for Senior Transportation Services (the “Traveler IGA”). This amount represents RFTA’s estimated cost to provide such services in 2021 less amounts received by RFTA from other sources and less the cost to provide such services to the RFTA Member Municipalities identified with an asterisk above. The non-RFTA member Municipalities agree to pay the respective amounts set forth above upon receipt of an invoice from the BOCC.

d. Appropriation. This MOU is expressly contingent upon appropriation and budgeting for the costs required herein. If any Municipality, including RFTA on behalf of its member jurisdiction Municipalities, fails to appropriate or have available sufficient funds to pay for the costs of the obligations set forth in this Agreement, services to residents of the failing Municipality shall end. The attached budget is a draft and may change dependent on RAFTA’s board final approval (anticipated to be received mid-December.) Any additional cost will be paid through the fund established after cost savings at the end of the year have been recognized. If there is no cost savings at the end of the year and the cost of the Traveler program exceeds the amounts set forth in this MOU the additional cost will be covered through the fund balance.

e. COVID 19 Accommodations. Traveler services will be adjusted as a result of Governor orders or Public Health recommendations

7. Whole Agreement. This MOU sets forth the whole agreement of the Parties. No representation, either verbal or written, shall be considered binding to the extent it is not set forth herein.

8. Amendment and Assignment. This MOU may be amended, altered, or modified solely through a written agreement executed with equal formality. This MOU may not be assigned by any Party without the written agreement of the all.

9. Facsimiles and Counterparts. This MOU and all documents required for performance may be signed in counterparts. Facsimile signatures may be substituted for originals on such documents.

10. Authority. Each person signing this MOU represents and warrants that said person is fully authorized to enter into and execute this document and bind the Party represented.

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

12. Notice. Notices to be provided under this Agreement shall be given in writing either by hand delivery or by certified return receipt requested United States mail, to the following:

Carbondale	Jay Harrington, Town Manager Town of Carbondale 511 Colorado Avenue Carbondale, CO 81623 (970) 963-2733 ext. 1207 jharrington@carbondaleco.net
Garfield County	Sharon Longhurst-Pritt, Director Garfield County Department of Human Services 195 West 14 th Street, Building B Rifle, CO 81650 (970) 625-8282 ext. 3265 spritt@garfield-county.com
Glenwood Springs	Debra Figueroa, City Manager City of Glenwood Springs 101 W. 8 th Street Glenwood Springs, CO 81601 (970) 384-6500
New Castle	Dave Reynolds, Town Administrator New Castle Town Hall 450 West Main Street, P O Box 90 New Castle, CO 81647 (970) 984-2311 Dreynolds@newcastlecolorado.org
RFTA	Dan Blankenship, Chief Executive Officer Roaring Fork Transportation Authority 2307 Wolfshon Road Glenwood Springs, CO 81601 (970) 384-4981

dblankenship@rfta.com

Rifle

Scott Hahn, City Manager
City of Rifle
202 Railroad Ave
P. O. Box 1980
Rifle, CO 81650
(970) 625-6266
shahn@rifleco.org

Silt

Jeff Layman, Town Administrator
Town of Silt
231 N. 7th Street, PO BOX 70
Silt, CO 81652
970-876-2353, ext. 813
jlayman@townofsilt.org

IN WITNESS WHEREOF, the parties have caused this Memorandum of Understanding to be executed effective January 1, 2021.

ATTEST:

TOWN OF CARBONDALE, COLORADO

Town Clerk

By: _____
Dan Richardson, Mayor

Date: _____

ATTEST:

**BOARD OF COUNTY COMMISSIONERS
GARFIELD COUNTY, COLORADO and
BOARD OF SOCIAL SERVICES**

Clerk to the Board

By: _____
John Martin, Chairman

Date: _____

ATTEST:

**CITY OF GLENWOOD SPRINGS,
COLORADO**

City Clerk

By: _____
Jonathan Godes, Mayor

Date: _____

ATTEST:

TOWN OF NEW CASTLE, COLORADO

Town Clerk

By: _____
Art Riddile, Mayor

Date: _____

ATTEST:

**ROARING FORK TRANSPORTATION
AUTHORITY**

2021 7-Party MOU

By: _____

Secretary to the Board of Directors

_____, Chair

Date: _____

ATTEST:

CITY OF RIFLE, COLORADO

City Clerk

By: _____
Barbara Clifton, Mayor

Date: _____

ATTEST:

TOWN OF SILT, COLORADO

Town Clerk

By: _____
Keith B. Richel, Mayor

Date: _____

ATTACHMENT A

**2021 CONGREGATE MEAL BUDGET
AND COST METHODOLOGY (PROPOSED)**

Nutrition Budget

Annual

Wages	\$ 136,422.00
Employee Benefits	\$ 67,965.00
Professional - Other	\$ 152,000.00
Rental of Land & Buildings	\$ 500.00
Communications	\$ 500.00
Printing and Binding	\$ 300.00
DHS - Destruction of Records	\$ 250.00
Travel	\$ 300.00
Motor Pool Charges	\$ 10,500.00
Professional Affiliations	\$ 100.00
Training	\$ 800.00
Office Supplies	\$ 1,000.00
Operating Supplies	\$ 9,000.00
Computer Supplies	\$ 400.00
Freight, postage, Delivery	\$ 2,300.00
Copy Machine Usage	\$ 1,400.00
Food - non travel related	\$ 3,000.00

Staff: 64% Manager
72% Program Coordinator
77% Program Coordinator

DRAFT

Total 12 Month Budget **\$386,737.00**

Less AAA funding	\$ 197,853.00
Less NSIP Incentives	\$ 13,000.00
Less Program Income	\$ 31,000.00
Grant & Program Income Total	\$ 241,853.00

40% County Share of Total Expenses	\$ 154,694.80
Garfield County Share	\$ 154,694.80

Projected Income/County Share	\$ 396,547.80
Income less expenses	-\$9,810.80

Municipal Budget Share for Distribution	-\$9,810.80
--	--------------------

NUTRITION BREAKDOWN SUMMARY FOR MUNICIPALITIES				2020		2019	
2021			Municipal				
Jurisdiction	# of Meals Served	Percent of Total	Nutrition Contribution	# Meals	Contributions	# Meals	Contributions
Carbondale	1,306	8.48%	\$0.00	1,342	\$ -	1,241	\$ 1,526.41
Glenwood Springs	4,875	31.66%	\$0.00	4,111	\$ -	3,873	\$ 4,763.72
New Castle	723	4.70%	\$0.00	719	\$ -	734	\$ 902.81
Silt	2,074	13.47%	\$0.00	2,418	\$ -	2,477	\$ 3,046.67
Parachute	-	0.00%	\$0.00	-	\$ -	-	\$ -
Rifle	6,420	41.69%	\$0.00	7,157	\$ -	7,918	\$ 9,739.00
Municipal Total	15,398	100.00%	\$0.00	15,747	\$ -	16,243	\$ 19,978.60
Garfield County	3,265			3,190		3,253	
Parachute	-			-		-	
Grand Total	18,663			18,937		19,496	
Based on July 2019 - June 2020 Usage				Based on July 2018 - June 2019		Based on July 2017 - June 2018	

ATTACHMENT B

**2021 TRANSPORTATION BUDGET AND
COST METHODOLOGY (PROPOSED)**

Cost Methodology—2021

PAGE TWO

Transportation Budget	Annual	
Wages	\$	26,340.00
Employee Benefits	\$	13,950.00
Prof Oth - County Attorney Contr	\$	500.00
Communication	\$	400.00
Printing and Binding	\$	200.00
Motor Pool Charges	\$	1,000.00
Training	\$	200.00
Office Supplies	\$	200.00
Computer Supplies	\$	200.00
Freight, Postage, Delivery	\$	400.00
Total County Expenses	\$	43,390.00

Staff: 32% Manager
7% Prog Coordinator

DRAFT

RFTA	\$	748,097.00	Projected based on RFTA Actual Expenditures, subject to change until Budget is adopted in December
MINUS GWS Paratransit	\$	30,000.00	
Total RFTA Expenses	\$	718,097.00	
Total Expenses	\$	761,487.00	
Less Program Income	\$	30,000.00	
Less CSBG	\$	54,031.00	
Total G/P Income	\$	84,031.00	
Less 50% County Share	\$	380,743.50	
Total County Share	\$	380,743.50	
Total Revenue	\$	464,774.50	
Total Expenses	\$	761,487.00	
Income less expenses	\$	296,712.50	
Municipal Budget Share for Distribution	\$	296,712.50	

TRANSPORTATION BREAKDOWN Based on July 2019 - June 2020 Usage				2020		2019	
2021	# of Rides Provided	Percent of Total	Municipal Transportation Contribution	# Rides	Contributions	# Rides	Contributions
Jurisdiction							
Carbondale*	467	4.68%	\$13,900.96	732	\$15,519.67	248	\$7,572.94
Glenwood Springs*	4,871	48.87%	\$144,992.64	5,419	\$114,892.22	3,827	\$116,861.48
New Castle*	315	3.16%	\$9,376.45	519	\$11,003.70	375	\$11,451.02
Silt	225	2.26%	\$6,697.46	145	\$3,074.25	394	\$12,031.21
Parachute	-	0.00%	-	-	\$0.00	-	\$0.00
Rifle	4,090	41.03%	\$121,745.00	5,208	\$110,418.65	3,865	\$118,021.85
MUNICIPAL TOTAL	9,968	100.00%	\$296,712.50	12,023	\$254,908.49	8,709	\$265,938.50
* RFTA Members							
Rural Garfield County	3,221			3,419		3,150	
Mt. Valley	-			1,861		2,608	
Parachute	-			-		-	
Total	13,189			17,303		14,467	



Department Of Human Services

West Office:

**195 West 14th Street
Rifle, CO 81650
Phone: (970) 625-5282**

Mailing Address

**195 W. 14th St.
Rifle, Co 81650**

East Office:

**108 8th Street
Glenwood Springs, CO 81601
Phone: (970) 945-9191**

11/13/20

Jay Harrington, Town Manager
Town of Carbondale
511 Colorado Avenue
Carbondale, CO 81623

Scott Hahn, City Manager
City of Rifle
Box 1908
Rifle, CO 81650

Jeff Layman, Town Administrator
Town of Silt
Box 70
Silt, CO 81652

Dave Reynolds, Town Administrator
Town of New Castle
Box 90
New Castle, CO 81647

Dan Blankenship, Chief Exec. Officer
Roaring Fork Transportation Authority
2307 Wulfsohn Road
Glenwood Springs, CO 81601

Debra Figueroa, City Manager
City of Glenwood Springs
101 West 8th Street
Glenwood Springs, CO 81601

Re: Garfield County Senior Programs

- **2021 IGA Traveler Services and**
- **2021 7-Party MOU (Memorandum of Understanding)**

Dear Parties,

Enclosed please find the 2021 IGA Traveler Services and 2021 7-Party MOU Regarding Garfield County Senior Programs.

A few areas that have been updated this year are

- RAFTA has not approved a final budget. The budget may come in higher or lower than the attachment indicates.
- Additional language to address COVID 19.
- The transportation schedule has been removed to allow RAFTA the flexibility to adjust the schedule as needed to assist with cost containment. Trips to Grand Junction have been terminated.
- A condition in the IGA has been added as RAFTA will be setting up a contract with IntelliRide to access funding from Medicaid for eligible riders for non-emergent medical transport.

There is an additional signature page for the 7-Party MOU. Please return this page to Diane White in the enclosed envelope. Diane will send each party a fully executed document when complete.

Please include or email a copy of your insurance certification to dwhite@garfield-county.com.

If you have any questions, please do not hesitate to contact Diane at (970) 625-5282 extension 3233 or dwhite@garfield-county.com.

This past year included numerous conversations regarding the cost of the Traveler program and examining potential ways to either contain or limit the increase in cost to this program. The bulleted point highlights are a few adjustments that have been initiated as a result of these conversations. These discussions will continue to happen through 2021.

These documents are being circulated earlier to allow time for each municipality to review how the cost may or may not impact their individual jurisdictions.

Sincerely,

Diane K. White
Diane K White
Services Administrator



City Council
STAFF REPORT
City of Glenwood Springs
January 7, 2021

Agenda Item: 2021 IGA for Traveler Services

Action Requested: Approval of annual agreements to provide ADA and senior transportation services.

Department: Transportation

Presented By: Terri Partch, City Engineer

Background Info: Each year the City signs agreements to provide transportation services to the disabled. This service is required by the Federal government when operating a public bus service. RFTA pays for the City's costs associated with this requirement in our annual service contract for Ridge Glenwood Springs. The cost for the ADA service within Glenwood Springs is \$144,992.64 and is included in the annual bus budget.

The City also pays RFTA \$30,000 annually for additional Traveler services through a separate contract which is not being approved in this agenda item.

Issues: None.

Staff Recommendation: Staff recommends approval of this annual agreement.



Department Of Human Services

West Office:

**195 West 14th Street
Rifle, CO 81650
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Mailing Address

**195 W. 14th St.
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Glenwood Springs, CO 81601

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City of Glenwood Springs
101 West 8th Street
Glenwood Springs, CO 81601

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These documents are being circulated earlier to allow time for each municipality to review how the cost may or may not impact their individual jurisdictions.

Sincerely,

Diane K. White
Diane K White
Services Administrator

**INTERGOVERNMENTAL AGREEMENT
FOR GARFIELD COUNTY SENIOR PROGRAMS
TRAVELER SERVICES - 2021**

This Intergovernmental Agreement is made by and between the **Garfield County Board of County Commissioners, State of Colorado**, a statutory county (“BOCC”), sitting as the BOCC and as the **Board of Social Services**, and the **Roaring Fork Transportation Authority**, a regional transportation authority (“RFTA”), in order to set forth the terms and conditions of county-wide transportation services for the Garfield County Senior Programs for calendar year 2021 (the “IGA” or “Agreement”). This Agreement is effective as of January 1, 2021.

RECITALS

- A. The BOCC and RFTA, collectively, the “Parties,” are authorized to make the most efficient and effective use of their governmental powers, responsibilities and monies by cooperating and contracting with other governments. Colo. Const. art. XIV §§ 18(2)(a) and (2)(b); Colorado Revised Statutes § 29-1-201.
- B. In 2009, the BOCC and RFTA, together with seven (7) other governmental entities and local municipalities, entered into an Intergovernmental Agreement to set forth the terms and conditions of their cooperative provision, administration and funding of meal and transportation services to senior citizens and persons with disabilities of Garfield County (“the 9-Party IGA”). This 9-Party IGA is recorded in records of the Garfield County Clerk and Recorder at Reception No. 776142.
- C. In accordance with the 9-Party IGA, in 2009 and each consecutive year thereafter, the nine parties have also entered into a Memorandum of Understanding that sets forth each party’s annual agreement to share administrative and operational costs of the Senior Programs meal and transportation services and the methodology by which those costs will be allocated among them (the “MOU”).
- D. The Town of Parachute, an original signatory to the 9-Party IGA, opted out of the Garfield County Senior Programs for 2017. Colorado Mountain College has opted out of the 9-Party IGA. The remaining seven original signatories have agreed to continue such services and have entered a 7-Party Memorandum of Understanding for 2021. The 2021 MOU is attached to this Agreement as Attachment No. 2 and is incorporated for the purpose of explaining the cost methodology adopted regarding the 2021 transportation services (the “2021 MOU”).
- E. Pursuant to the 9-Party IGA, the BOCC agreed to provide, through its Department of Human Services (“DHS”), the contractual management of transportation services for the Senior Programs. (9-Party IGA, ¶ 6.) The BOCC fulfills this responsibility by, among other things, annually negotiating this Agreement with RFTA and by

ensuring proper allocation of appropriate costs to the other municipalities in accordance with the MOU.

- F. The Colorado Human Services Code and the Colorado Older Americans Act authorize and encourage DHS to provide transportation services, such as the Traveler. The Colorado Older Americans Act encourages “agencies at all levels of government” to cooperate to administer programs and deliver services to the older population.
- G. The transportation services provides ADA based services to the eligible senior citizens and persons with disabilities of Garfield County in accordance with this Agreement are provided by the Traveler bus system operated by RFTA (the “Traveler”). The Traveler also provides services that are not within the scope this IGA.
- H. Both RFTA and the BOCC desire to continue to provide transportation services to eligible Garfield County senior citizens in 2021 in accordance with the 7-Party IGA and appropriate the 2021 MOU.

NOW, THEREFORE, for and in consideration of mutual covenants and agreements set forth below, the Parties agree as follows:

AGREEMENT

1. Incorporation of Recitals. The foregoing Recitals are incorporated as if set forth in full.
2. Purpose of this Agreement. The purpose of this IGA is to define the responsibilities of the respective Parties with respect to the provision of transportation services to the eligible senior citizens, and persons with disabilities, defined below, of Garfield County.
3. Term of Agreement. This Agreement shall have an Effective Date of January 1, 2021 regardless of the date signed and shall terminate on December 31, 2021.
4. Transportation Services Provided. The transportation services funded by this Agreement are wheel chair accessible, curb to curb, driver assisted transportation services to Garfield County residents sixty-five (65) years old and older who have difficulty utilizing public transportation (“Seniors”). The Traveler also serves citizens under the age of sixty-five (65) with a functional disability affecting the ability to use public transportation. The Traveler provides transportation to destinations throughout Garfield County. In order to achieve the stated purpose, the BOCC specifically grants RFTA the authority to operate outside RFTA’s boundaries and within the unincorporated boundaries of Garfield County, consistent with the provisions of C.R.S. § 43-4-605(1)(f) as required to comply with this IGA. Riders must make reservations 48 hours in advance.

5. Contract Amount. The amount to be paid by the BOCC to RFTA in 2021 for the provision of the services contemplated by this Agreement is **Five Hundred Forty-Nine Thousand Eight Hundred Twenty-Six Dollars and 96 Cents (\$549,826.96)**. This amount is based upon RFTA's estimated cost to provide the services in 2021 less amounts received by RFTA from other sources who utilize the Traveler bus system and less the cost to provide such services to the Town of Carbondale, the City of Glenwood Springs and the Town of New Castle, each of which is a member of RFTA. Amounts are projected and should they reflect a higher cost, those funds will be paid through the Restricted Fund Balance/The Traveler.

- a. RFTA's Estimated Cost. The Parties recognize that RFTA's estimate of its costs to provide Traveler services is solely RFTA's responsibility; the BOCC is not responsible in any way for verifying or assuring the accuracy of RFTA's calculation. For 2021, RFTA estimates that its cost to provide these services is **\$748,097.00**.
- b. Other Traveler Services. The Parties recognize that RFTA's operation of the Traveler by means of this IGA does not include funding for ADA complementary paratransit services in the City of Glenwood Springs. Funding for this complementary paratransit service is provided by a separate contract between the City of Glenwood Springs and RFTA, which RFTA represents to be **\$30,000.00** for 2021.
- c. RFTA Member Jurisdictions. The cost to provide senior transportation services to RFTA's member jurisdictions is calculated by the cost methodology set forth in the 2021 MOU, to which both the BOCC and RFTA are parties. For 2021, the total transportation cost attributable to these member jurisdictions pursuant to the applicable methodology is **\$168,270.04**.

6. RFTA Responsibilities. In order to accomplish the purposes of this IGA, RFTA agrees to perform the following:

- a. Transportation Services. RFTA shall provide and administer the transportation services described in RFTA's Scope of Services, attached as Attachment No. 1, and Exhibits A - E thereto, which are incorporated here as if fully set forth, plus certain special events, which in prior years have included the Garfield County Air Show, Volunteer Appreciation Luncheon and a Holiday show.
- b. Vehicle Inventory. RFTA shall purchase new vehicles as needed to maintain the Traveler Vehicle Inventory. Title to such vehicles will be held in RFTA's name. RFTA will update the Vehicle Inventory as required by the addition and/or removal of vehicles, in accordance with paragraph 6(c).

- c. Vehicle Replacement. In the event that any vehicle included on the Vehicle Inventory reaches the end of its useful life, RFTA shall either: (1) sell the vehicle by means of an advertised sealed bid and remit any proceeds of the sale to the BOCC; or (2) convey title to the vehicle to the BOCC by written agreement, at which time the vehicle shall be removed from the Vehicle Inventory. The Parties recognize the disposition of any vehicle must be in accordance with the rights of lien holders identified on the vehicle title.
- d. Vehicle Transfer. Upon expiration of this IGA, if not extended by future agreements, RFTA shall transfer title to all vehicles listed on the Vehicle Inventory to the BOCC.
- e. Communication System. RFTA shall continue to utilize its communication system for Traveler services.
- f. Donations and Contributions. RFTA shall provide to the BOCC all fees collected and/or donations received for support of the senior transportation programs in accordance with Attachment No. 1, paragraph 4. .
- g. Functional Assessment Assistance. RFTA shall provide all intake and other information received from potential new clients who wish to apply for Traveler services to the BOCC's Senior Programs Manager upon receipt and shall lead in the functional assessment process outlined in Paragraph 7(b) as requested by the Senior Programs Manager.
- h. Monthly Financial Reports. RFTA shall provide the financial and other reports detailed in Attachment No. 1 to DHS on a monthly basis. Such reports shall include, without limitation, a monthly report of all expenses attributed by RFTA to the transportation services made the basis of this Agreement. The Parties agree to identify a mutually acceptable format for performance and fiscal reporting.
- i. Annual Reconciliation Report. In addition to the monthly reports, on or before January 29, 2022, RFTA shall provide a reconciliation report for the operation of the Traveler for the 2021 calendar year. RFTA's obligations to submit a reconciliation report and return funds or request expenses shall survive termination of this IGA.
- j. Right to Audit. RFTA shall allow the BOCC to audit RFTA's books and records relating to the operation of the Traveler upon reasonable notice at any time during the term of this Agreement and for six (6) months thereafter. The audit shall be at the BOCC's expense except for reasonable RFTA personnel costs. The BOCC shall provide RFTA with a copy of any audit report within thirty (30) days following receipt by the BOCC. In addition, if requested RFTA will

provide the BOCC with a copy of its annual audit within thirty (30) days of the BOCC's request.

- k. Claim Notification. RFTA shall immediately notify the BOCC, through the Senior Programs Manager, of any accident involving the Traveler and any claim or lawsuit made against the Traveler or RFTA in writing in accordance with paragraph 15, and shall cooperate with the BOCC in responding to all complaints, claims or suits. Passenger Complaints shall further be handled in accordance with paragraph 6 of Attachment No. 1.
- l. Funding Sources. RFTA and the BOCC shall cooperate with each other to identify and apply for grants, donations, and other funding opportunities for both the purchase of vehicles and operational funding associated with providing senior transportation services.
- m. Cost Methodology. RFTA acknowledges and agrees to the Cost Methodology related to the allocation of senior programs transportation services agreed to in the 2021 MOU, dependent on RFTA's Board's final approval of the budget. Any additional costs will be covered by the fund established after cost savings at the end of the year have been recognized.
- n. IntelliRide. RFTA agrees to enter into a contract with Intelluride, the organization responsible for Medicaid non-emergent transportation and also agrees to maximize this reimbursement source as an income producing mechanism for the Traveler program. Income received from this source will offset the total cost of the Traveler.

7. BOCC Responsibilities. In order to accomplish the purposes of this IGA, the BOCC, directly or through DHS, agrees perform the following:

- a. Compensation. For calendar year 2021, the BOCC shall pay RFTA the amount set forth in paragraph 5 (**\$549,826.96**) for the services provided in accordance with this Agreement. Payment will be made in twelve (12) equal monthly payments of **\$45,818.91** beginning no later than February 26, 2021 and each 10th day of the month thereafter during the 2021 term of this IGA.
- b. Functional Assessment Evaluations. The BOCC agrees to assign a qualified DHS staff member to perform functional assessments of those individuals who wish to apply for Traveler services. The selected staff member may be the Senior Programs Manager identified in paragraph 15 ("Senior Programs Manager") or her designees and must be certified to determine eligibility for service. RFTA and DHS agree to use the same assessment instrument and to utilize the following process:

- (1) RFTA will notify the DHS Manager of every potential new client either presumed to be eligible for transportation services.
- (2) The DHS Manager will send an application to the self-identified potential Traveler client.
- (3) Upon receipt of a completed application, the DHS Manager or designees will schedule and complete the functional assessment.
- (4) RFTA Supervisor and the DHS Manager will participate in scheduling a vehicle for use during the assessment.
- (5) Certified RFTA staff will be available to schedule and complete assessments in conjunction with the DHS Manager.

- c. Training Assistance. The BOCC will make appropriate DHS personnel available to train Traveler staff, drivers, and volunteers with respect to the appropriate skills and sensitivities necessary to serve older and disabled adult passengers.
- d. Funding Sources. RFTA and the BOCC shall cooperate with each other to identify and apply for grants, donations, and other funding opportunities for both the purchase of vehicles and operational funding associated with providing senior transportation services.
- e. Complaint and Claim Cooperation. The BOCC shall cooperate with RFTA to respond to passenger complaints and claims of which the County has been notified by RFTA in accordance with paragraph 6(l).
- f. Bilingual Literature. The BOCC agrees to provide written information regarding the services provide for distribution by the Traveler in both English and Spanish.
- g. Fuel Access. The BOCC agrees to grant access to Traveler vehicles to the BOCC fueling stations by means of the Garfield County's gas fueling system. All fuel costs will be paid by RFTA, the expense for which may be credited to the monthly invoice amount set forth in paragraph 7(a).

8. Termination. Either Party may terminate this IGA upon a minimum of thirty (30) calendar days after the date of written notification by the other Party. Such termination may be with or without cause. Upon such termination, RFTA shall be entitled to compensation for operation of the transportation services provided prior to the date of termination. Unexpended funds shall be returned to the BOCC and all vehicles and equipment shall be conveyed or assigned to the BOCC, in accordance with paragraph 6(d).

9. Indemnification. To the extent permitted by law, the Parties shall hold harmless, indemnify and defend the other, including the other's employees, officers, agents, and assigns, from any claim, lawsuit or award of damages, to the extent such claim, lawsuit or award arises from the action or inaction of that party's officers, employees and agents. Nothing herein shall be interpreted as a waiver of governmental immunity to which the BOCC or RFTA would otherwise be entitled under C.R.S. § 24-6-101, *et seq.*

10. Appropriation. This IGA is expressly contingent upon appropriation and budgeting for the costs required herein. Should either RFTA or the BOCC fail to appropriate or have available sufficient funds to pay for the costs of the obligations set forth herein, this IGA shall be considered of no force and effect, except to the extent that the BOCC has tendered payment to RFTA as set forth herein.

11. Whole Agreement. This IGA sets forth the whole agreement of the Parties. No representation, either verbal or written, shall be considered binding to the extent it is not set forth herein.

12. Amendment and Assignment. This IGA may be amended, altered, or modified solely through a written agreement signed by both Parties. This IGA may not be assigned without written agreement.

13. Facsimiles and Counterparts. This IGA and all documents required for performance may be signed in counterparts. Facsimile signatures may be substituted for originals on such documents.

14. Notice and Identity of Administrators and Contact Persons. Notices required under this IGA shall be in writing and may be hand-delivered, sent by receipted delivery service or certified mail, return receipt requested, postage prepaid, or delivered electronically to the addresses and authorized representatives, identified below. Any Party by notice so given may change the address to which future notices shall be sent, as well as the identity of the IGA Administrator.

Notice to RFTA:	Dan Blankenship, Chief Executive Officer
Administrator	Roaring Fork Transportation Authority
Contact Person	2307 Wulfsohn Road
	Glenwood Springs, CO 81601
	Phone: (970) 384-4981
	Fax: (970) 945-7386
	E-mail: dblankenship@rfta.com

Notice to BOCC: Sharon Longhurst-Pritt, DHS Director
Administrator 195 West 14th Street, Building B
Rifle, CO 81650
Phone: (970) 625-5282, Ext 3265
Fax: (970) 625-0927
E-mail: spritt@garfield-county.com

Contact Person
For BOCC: Judy Martin, Senior Programs Manager
195 West 14th Street
Rifle, CO 81650
Phone: (970) 945-9191, ext. 3061
Fax: (970) 928-0465
E-mail: jumartin@garfield-county.com

15. Authority. Each person signing this IGA represents and warrants that said person is fully authorized to enter into and execute this document and bind the Party represented.

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

IN WITNESS WHEREOF, the Parties have executed triplicate originals of this IGA to be effective on the date of the last signature set forth below.

ATTEST:

**BOARD OF COUNTY COMMISSIONERS
GARFIELD COUNTY, COLORADO and
BOARD OF SOCIAL SERVICES**

Clerk to the Board

By: _____
_____, Chair

ATTEST:

**ROARING FORK TRANSPORTATION
AUTHORITY**

Clerk to the RFTA Board of Directors

By: _____
_____, Chair

INDEX OF ATTACHMENTS

Attachment No. 1: 2021 RFTA Scope of Services

Exhibit A: 2021 Vehicle Inventory

Exhibit C: 2021 County Holidays

Attachment No. 2: 2021 7-Party Memorandum of Understanding

Attachment No. 1 to Traveler IGA 2021

RFTA SCOPE OF SERVICES

1. Service Description: The services to be performed by RFTA shall include, but not be limited to, scheduling the most appropriate and cost-effective trips, providing individual transportation services on a pre-arranged and/or scheduled basis for all eligible Garfield County residents. The present 2021 Vehicle Inventory and Garfield County Holiday Schedule are attached as Exhibits A and B, respectively. All of the items specified below shall be documented, updated, and maintained in written form by RFTA and shall be made available to the County upon request.

2. Services Provided. RFTA shall be responsible for day-to-day administration and provision of the Traveler bus services in Garfield County, including:

- a. Provide Garfield County trips to congregate meal sites, medical-related appointments locally, social activities, paid and volunteer employment, and to activities of daily living destinations as agreed to by the County and RFTA and providing at least one trip per month for medical-related appointments.
- b. Maintain the Traveler schedule including days of the week (currently 5 days a week), excluding Garfield County Holidays (see Exhibit B), number of rides provided by jurisdiction, starting location, destinations, and type of service (i.e., wheelchair accessible, curb to curb, driver assisted transportation).
- c. Deliver meals from the Valley View Hospital kitchen to the East Garfield meal sites, excluding Sunnyside Retirement Center, and from the Rifle Senior Center kitchen to the West Garfield meal sites as identified by Garfield County Senior Programs. Meals shall be transported in a cambro and be properly secured in the vehicles. The Traveler may be used to assist with door to door delivery of meals during COVID. At such a time when congregate meals return Traveler services for delivery of meals will no longer be utilized.
- d. Provide all personnel services, including but not limited to recruiting, hiring, performing background checks, training, supervising and monitoring qualified Traveler staff including program managers, drivers, dispatchers, schedulers, and others, according to applicable law, rules and regulations.
- e. Coordinate the training of Traveler staff regarding the special skills and sensitivity needed when serving senior citizens and adults with disabilities utilizing the Traveler.

- f. Coordinate between the Traveler and the RFTA fixed route service to maximize services in Garfield County for senior citizens and adults with disabilities.
 - g. Work with the Garfield County Senior Programs Manager and DHS Finance Director toward a mutually agreed upon format for performance and fiscal reporting and on the report submission schedule.
 - h. Distribute information on the Traveler provided by the BOCC in English and Spanish, with the assistance of Garfield County Senior Programs, including Traveler usage rules and information on the Garfield County Senior Programs.
 - i. Carry out Traveler operations in accordance with applicable federal, state and local rules, regulations, statutes, laws, and policies and procedures.
 - j. Discuss any major purchase, e.g. communication equipment or new vehicles, for which funds provided under this IGA will be used, with the Garfield County Senior Programs Manager. Any vehicles and equipment purchased with contract funds shall be conveyed to the BOCC and shall be returned to the possession of the BOCC if RFTA ceases to provide services described herein.
 - k. Maintain the confidentiality of all users of the Traveler.
 - l. Participate in the Garfield Emergency Operations when necessary.
 - m. RFTA agrees to comply with all recommendations of Public Health as a result of COVID. This may include but is not limited to additional cleaning regimes, mask wearing compliance, limited number of passengers on the Traveler at one time and other such activities as directed through orders of the Governor or CDPH.
3. Vehicles: RFTA shall:
- a. Regularly maintain, and keep in a good quality, attractive, and safe condition all vehicles identified on the Vehicle Inventory list attached as Exhibit A and used in providing Traveler transportation services. In the event of mechanical breakdown by a vehicle which results in the removal of a vehicle from service, RFTA shall have a reasonable time during that same day within which to replace the affected vehicle.
 - b. License, register and insure all vehicles used in the Traveler identified on Exhibit A and add the BOCC as a “loss payee” or “additional insured,” as appropriate, along with the lien holders identified on the vehicle titles or registrations.
 - c. Provide proof of current registration and insurance in accordance with paragraph 3(b) to the DHS Senior Programs Manager for calendar year 2021.

- d. Allow the BOCC to change signage on the Traveler vehicles to reflect program management by Garfield County, RFTA and organizations providing funding.

4. Collection of Revenue: RFTA shall develop a procedure for offering users of the Traveler the opportunity to contribute to the costs of the services, and shall not deny services if a passenger cannot contribute. RFTA shall collect any fares from Traveler passengers and provide such collections to the BOCC through the DHS Senior Programs Manager on a weekly basis.

5. Service Reports and Audit: RFTA shall submit to the BOCC, through the Senior Programs Manager in the Department of Human Services, a monthly report due on the 10th of the following month. The report will include the following information:

- the actual route hours and miles incurred
- specific number of one-way rides provided during the prior month by each jurisdiction, indicating type of ride and including whether the ride was ADA, Para-transit, Assisted, Lift Ride or Wheelchair.
- the number of trips denied and the reasons denied
- the use of a waiting list, if a list is required
- variance in the Traveler's user numbers or expenditures. RFTA shall alert the County with possible remedies and adjustments if user figures or dollars expended rise or fall significantly.
- amount of program income received from Traveler ridership
- amount of program income received from IntelliRide as a result of non-emergent medical transportation.
- number of persons with disabilities who are not senior citizens utilizing the Traveler
- completed and updated Rider Information including any re-assessments and new functional assessments completed during the month.

6. Passenger Complaints. Every complaint, concern or suggestion concerning the Traveler shall be responded to as promptly as practicable. RFTA shall maintain a program providing a reasonable opportunity for users of the Traveler to render complaints, suggestions, and comments concerning the Traveler. RFTA shall provide the BOCC, through its Senior Programs Manager, with copies of all communications received by customers on a monthly basis, by the 20th of the month following the month in which they occurred.

7. Traveler Drivers: RFTA shall ensure that all Traveler drivers comply with all local, state and federal laws and regulations applicable to providing transit services. In recognition of the quality and care of services provided by RFTA and the importance of a first impression made on the public, RFTA management shall monitor the following appearance standards for drivers on the Traveler routes:

- a. Drivers shall present a neat, clean, hygienic and professional appearance at all times.
- b. Smoking, chewing tobacco, or reading personal materials shall not be permitted while boarding or transporting passengers.
- c. The cleanliness and appearance of the interior and exterior of each van.

EXHIBIT “A”
2021 TRAVLER VEHICLE INVENTORY

January 2021 Traveler Vehicles

	License Plate	Vehicle Number	Staging Area	Year	Vehicle Make & Model	# Passengers	VIN	Liability	Access Use
1.	799JCI	G3	GWS	2004	Ford E450 SD Startrans	14	1FDXE45S33HB90587	X	Lift
2.	798JCI	G4	GWS	2005	Ford E350 SD Startrans	14	1FDWE35S94HB52403	X	Lift
3.	795JCI	G5	Admin-GWS	2005	Pontiac Montana AWD PV	5	1GMDX33L85D277432	X	
4.	794JCI	G7	Admin-Rifle	2006	Toyota Van Sienna	5	5TDZA23C16S460666	X	
5.	796JCI	G8	GWS	2007	Ford E450 Senator S II	14	1FDXE45S760B15709	X	Lift
6.	377VHC	G11	Rifle	2009	Ford E 450 SD StarCraft	14	1FDEE45SX9DA61905	X	Lift
7.	378VHC	G12	Rifle	2009	Ford E350 SD Goshen Pacer	8	1FDEE35L49DA88564	X	Lift
8.	528 RUQ	G14	GWS-CNG	2015	Ford E450 SD Glaval	14-2WC	1FDFE4FS9FDA12107	X	Lift Rear
9.	529 RUQ	G15	GWS-CNG	2015	Ford E450 SD Glaval	14- 2WC	1FDF4FS6FDA30502	X	Lift Rear
10.	OHK929	G16	Rifle	2018	Ford E450 SD Glaval	14- 2WC	1FDFE4FS0JDC31000	X	Lift Rear
11.	OHK930	G17	Rifle	2018	Ford E450 SD Glaval	14- 2WC	1FDFE4FS2JDC31001	X	Lift Rear

EXHIBIT “B”
2021 GARFIELD COUNTY HOLIDAY SCHEDULE

Friday, January 1st – New Year’s Day
Monday, February 15th – President’s Day
Monday, May 31st – Memorial Day
Monday, July 5th – Independence Day
Monday, September 6th – Labor Day
Thursday, November 11th – Veteran’s Day
Thursday, November 25th – Thanksgiving Day
Friday, November 26th – Post Thanksgiving Day
Thursday, December 23rd – Christmas Eve Day
Friday, December 24th – Christmas Day

Attachment No. 2 to Traveler IGA 2021
7-Party Memorandum of Understanding 2021



City Council
STAFF REPORT
City of Glenwood Springs
January 7, 2021

Agenda Item: Award of Fiber to Home Materials Purchase to GrayBar, Inc.

Action Requested: Award of Fiber to Home Materials Purchase to GrayBar, Inc. for the Amount of \$387,059.77.

Department: Public Works

Presented By: Matthew Langhorst, Public Works Director
Michael Gardner, Broadband Superintendent

Background Info: The City of Glenwood Springs CBN Fiber to Home Project is moving along quickly. Graybar had been selected as the lowest material bidder on several RFP processes in the last year, and CBN would like to continue with material purchases through them in 2021 for the remainder of the items needed for the full project buildout. This will be an extension of their past awarded unit costs, thus we know we are getting the lowest price and best delivery times on these items based on the previous bids.

This proposal covers the remaining bulk of equipment, pedestals, hand holes, tracer wire, aerial clamps, splitters, and miscellaneous parts to complete the City wide system build out. CBN and PW will giving Council a budget/proforma update during the January 21st, 2021 meeting. The project is progressing well and is within the approved proforma to date.

Issues: None

Staff Recommendation: Staff is Recommending Awarding the Fiber to Home Materials Purchase to GrayBar, Inc. for the Amount of \$387,059.77, per the attached proposal.



480 E 55TH AVE UNIT 500
DENVER CO 80216-1762
Phone: 720 590 5427
Fax: 720 374 1710

To: GLENWOOD SPRINGS, CITY OF
COMMUNITY BROADBAND NETWORK
101 WEST 8TH STREET
GLENWOOD SPRINGS CO 81601-3303
Attn: Michael Gardner
Phone: 970 384 6400
Fax: 970 945 5023
Email:

Date: 12/29/2020
Proj Name: PHASE 3 BOM
GB Quote #: 0236929669 Rev-3
Release Nbr:
Purchase Order Nbr:
Additional Ref#
Valid From: 12/28/2020
Valid To: 01/18/2021
Contact: CRYSTAL MEYER
Email: crystal.meyer@graybar.com

Proposal

We Appreciate Your Request and Take Pleasure in Responding As Follows

Item	Item/Type	Quantity	Supplier	Catalog Nbr	Description	Price	Unit	Ext.Price
100		8 EA	CLEARFIELD INC	R-MB-C1F-048- 000-144-000-B		\$3,225.58	1	\$25,804.64
Item Note: FIELDSMART FDH CROSS CONNECT CABINET WITH 12 INCH RISER, LOOSE TUBE FIBER PATCH AND SPLICE, 432 MAXIMUM CAPACITY, LOADED WITH 48 FEEDER PORTS AND 144 DISTRIBUTION PORTS, CONNECTORS ARE SC/APC LOADED WITH CLEARVIEW BLUE CASSETTES.								
200		9 EA	CLEARFIELD INC	V6A-CZP	VAULT 24X36X24 FOR FIELDSMART CABINETS	\$322.99	1	\$2,906.91
GB Part #: 26380136 UPC #: ***Item Note:*** VAULT, BELOW GRADE PENCELL, 24in x 36in x 24in, SPLIT HDPE LID, HEX BOLTS, GREEN, W/CUT OUT FOR FIELDSMART CABINETS, STRAIGHT WALL, W/BOLT KIT								
300		48 EA	CLEARFIELD INC	M7C-PES-CBZ- ZZZ		\$368.60	1	\$17,692.80
Item Note: FIELDSMART SPLITTER MODULE, 1 SLOT CLEARVIEW BLUE CASSETTE LOADED WITH 2 X 1X4 PLANAR SPLITTER COMPONENT(S). COMPONENT IS TERMINATED WITH SC/APC CONNECTORS , FxMP MOUNTING EAR KIT INCLUDED.								
400		48 EA	CLEARFIELD INC	M7F-PES-CAZ- ZZZ		\$334.88	1	\$16,074.24
Item Note: FIELDSMART SPLITTER MODULE, 1 SLOT CLEARVIEW BLUE CASSETTE LOADED WITH 1 X 1X8 PLANAR SPLITTER COMPONENT(S). COMPONENT IS TERMINATED WITH SC/APC CONNECTORS , FxMP MOUNTING EAR KIT INCLUDED.								
500		8 EA	CLEARFIELD INC	M7A-FES-CBZ- ZZZ		\$177.01	1	\$1,416.08
Item Note: FIELDSMART SPLITTER MODULE, 1 SLOT CLEARVIEW BLUE CASSETTE LOADED WITH 2 X 1X2 FBT SPLITTER								

This equipment and associated installation charges may be financed for a low monthly payment through Graybar Financial Services (subject to credit approval). For more information call 1-800-241-7408 to speak with a leasing specialist.

To learn more about Graybar, visit our website at www.graybar.com

24-Hour Emergency Phone#: 1-800-GRAYBAR

This Graybar quote is based on the terms of sale in the EV2370 Master Agreement which can be found by clicking the link found at
https://www.omniapartners.com/hubfs/PUBLIC%20SECTOR/Supplier%20Information/Graybar/EV2370_Graybar_MAD_2017_12_20.pdf

To: GLENWOOD SPRINGS, CITY OF
COMMUNITY BROADBAND NETWORK
101 WEST 8TH STREET
GLENWOOD SPRINGS CO 81601-3303
Attn: Michael Gardner

Date: 12/29/2020
Proj Name: PHASE 3 BOM
GB Quote #: 0236929669 Rev-3

Proposal

We Appreciate Your Request and Take Pleasure in Responding As Follows

COMPONENT(S). COMPONENT IS TERMINATED WITH SC/APC CONNECTORS 50/50 split ratio., FxMP MOUNTING EAR KIT INCLUDED.

600	229 EA	COMMSCOPE	OTE-04MX-14-EXTG03	OTE-M 4PT 1X4 SPLT	\$144.00	1	\$32,976.00
GB Part #: 25899668 UPC #: ***Item Note:***							
700	265 EA	COMMSCOPE	OTE-08MX-14-EXTG03	OTE-M 8PT 1X8 SPLT	\$185.14	1	\$49,062.10
GB Part #: 25899669 UPC #: ***Item Note:*** OTE-08MX-NN-EXTG03: OTE-M 8 PORT DLX							
800	25 EA	COMMSCOPE	OTE-012MX-NN-EXTG03	300100117779 MINI-OTE 300-SERIES	\$211.76	1	\$5,294.00
GB Part #: 26349141 UPC #: ***Item Note:***							
801	25 EA	COMMSCOPE	CC8542-000	OCC1P-10800- NNNQNF	\$32.73	1	\$818.25
GB Part #: 25691237 UPC #: ***Item Note:***							
802	25 EA	COMMSCOPE	CC9545-000	OCC1P-10400- NNNQNF	\$27.27	1	\$681.75
GB Part #: 25691236 UPC #: ***Item Note:***							
900	25 EA	COMMSCOPE	FOSC450-D6-6-NT-0-D6V	FOSC450-D6-6-NT- 0-D6V 931866-000	\$301.34	1	\$7,533.50
GB Part #: 22110916 UPC #:							

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1000	212 EA	COMMSCOPE	FOSC450-B6-6-NT-0-B3V	FOSC450-B6-6-NT-0-B3V 058514-000	\$191.58	1	\$40,614.96
GB Part #: 22110911 UPC #: ***Item Note:***							
1100	19 EA	COMMSCOPE	FOSC-ACC-UNIV-AER-CL-NO6	FOSC-ACC-UNIV-AER-CL-NO6 340883-000	\$23.47	1	\$445.93
GB Part #: 25511661 UPC #: ***Item Note:***							
1200	13 EA	COMMSCOPE	760235507	OTE-M-STRAND-BRKT	\$20.59	1	\$267.67
GB Part #: 26030027 UPC #: ***Item Note:***							
1300	274 EA	COMMSCOPE	FOSC-ACC-PED-BRKT-UNIV	FOSC-ACC-PED-BRKT-UNIV F29601-000	\$20.59	1	\$5,641.66
GB Part #: 25980061 UPC #: ***Item Note:***							
1400	193 EA	COMMSCOPE	FOSC-ACC-B-TRAY-24-KIT	FOSC-ACC-B-TRAY-24-KIT 863927-000	\$12.85	1	\$2,480.05
GB Part #: 22081943 UPC #:							
1500	20 EA	COMMSCOPE	FOSC-ACC-D-TRAY-72-KIT	FOSC-ACC-D-TRAY-72-KIT 915167-000	\$22.95	1	\$459.00
GB Part #: 97107631 UPC #:							
1600	20 EA	NEPTCO INC	WP1250P/3000FT	POLY MULETAPE	\$80.62	1	\$1,612.40
GB Part #: 96064309 UPC #: 00113310722							

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1800	300 EA	COPPERHEAD INDUSTRIE	LSC1230C-BULK	SNAKEBITE LOCKING CONN - 12 AWG 100/BOX	\$527.14	100	\$1,581.42
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GB Part #: 26435373 UPC #:

Item Note: **Sold in Bulk Box of 100 each**

1900	25 EA	COPPERHEAD INDUSTRIE	ANO-12		\$37.06	1	\$926.50
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2000	29,680 EA	UNITED POLY SYSTEMS	D20005AORNNN NS	2" SDR 13.5 ORANGE EMPTY X 3710' 96" REELS	\$58.24	100	\$17,285.63
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Item Note:

2100	41,000 EA	UNITED POLY SYSTEMS	D20005ABLNNN NS	2" SDR 13.5 BLUE EMPTY X 4100' 96" REELS	\$57.29	100	\$23,488.90
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Item Note:

2101	514 EA	CHANNELL COM	GLB9121T11A04	HANDHOLE ROUND 9DIA. X 12D WITH LOCATE M	\$26.35	1	\$13,543.90
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GB Part #: 26360128 UPC #:

2102	104 EA	HUBBELL INC	PG1324BA18	STK BOX OB 13X24X18	\$113.58	1	\$11,812.32
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GB Part #: 89005017 UPC #: 66203710039

Item Note:

2200	352 EA	CHANNELL COM	OP12126C1B1L0 1A08	12X12 LINE EXTENDER PEDESTAL-32 HIGH	\$174.74	1	\$61,508.48
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GB Part #: 26064285 UPC #:

Item Note: **Optimus Pedestal, 12"x12", 32" High, Light Green, Dual
Offset Fiber Tap Brackets w/Strand Bar, Standard P-Key
Self-Lock, Anti-Insect Vents**

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PALLET QTY 6

2300	5 EA	PREFORMED LN	FIS16M	FIS SNOW SHOE 16IN PAIR FOR MESSENGER	\$33.16	1	\$165.80
GB Part #: 25477428 UPC #: ***Item Note:***							
2400	140 EA	HUBBELL PWR	FOS30TMK	30IN DIA SGL WRAP UNIT WITH 4 MTG BRKTS	\$125.85	1	\$17,619.00
GB Part #: 25617844 UPC #:							
2500	30,000 EA	NAT'L STRAND	1/4 EHS-A-7W-5000- R-NSP	1/4 EHS STRAND ASTM-A475	\$178.75	1000	\$5,362.50
GB Part #: 22087154 UPC #: ***Item Note:***							
2600	23 EA	HUBBELL INC	PG1730BA24- PUB	17X30X24 PG STACKABLE BOX WO BASE	\$163.43	1	\$3,758.89
GB Part #: 25464674 UPC #: ***Item Note:***							
2700	23 EA	HUBBELL INC	PG1730HA0021- PUB	17X30 PG H/D COVER ONLY TIER 15-FIB OPT	\$97.79	1	\$2,249.17
GB Part #: 25464671 UPC #: ***Item Note:***							
2800	34 EA	HUBBELL INC	PG2436BA24- PUB	24X36X24 PG STACKABLE BOX ONLY WO BASE	\$236.04	1	\$8,025.36
GB Part #: 25464683 UPC #: ***Item Note:***							

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Date: 12/29/2020
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Proposal

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2900	34 EA	HUBBELL INC	PG2436HA0021-PUB	24X36PG STKABLE BOX CVR ONLY2 BOLTSHDFIB	\$134.51	1	\$4,573.34
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GB Part #: 25464681 UPC #:

Item Note:

3000	26,000 EA	COPPERHEAD INDUSTRIE	1230B-HS-500	12 BLUE SOLID TRACER WIRE 500FT REEL	\$129.87	1000	\$3,376.62
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GB Part #: 26435372 UPC #:

Item Note: 12 AWG Insulated Copper Blue Tracer Wire
LEAD TIME: 7 Business Days

Total in USD (Tax not included): \$387,059.77

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Date: 12/29/2020
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Signed:_____

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City Council
STAFF REPORT
City of Glenwood Springs
January 7, 2021

Agenda Item: Award of Fiber Optic Drop Subcontractor RFP BD #2020-035

Action Requested: Approval of RFP Bid BD2020-035 for Contractor to Provide FTTP New Customer Connections for the CBN Fiber To Home Build Out Project for an Estimated Fee of \$500,000.

Department: Public Works

Presented By: Matthew Langhorst, Public Works Director
Michael Gardner, Broadband Superintendent

Background Info: The City of Glenwood Springs Fiber to Home project being run and implemented by the Community Broadband Network (CBN) is quickly progressing toward hooking up new customers within the Phase 1 build out area. The City does not have staffing to complete high volumes of new FTTP drop services, aka cable drops from the pedestal or pole to the residence or business, so this bulk drop connection installation work was bid out to qualified contractors. Two qualified contractors responded to the RFP, Lightworks who is our current Phase 1 build out contractor and On Trac who is currently completing this type of FTTP drop work for the City of Fort Collins Fiber to Home build out.

Staff is recommending that we select On Trac for the bulk FTTP drop portion of the Fiber to Home Project as the low bidder. CBN would like to have On Trac start working on FTTP drops in January/February of 2021 to move the Phase 1 build out into the service providing phase of the project. On Trac has a sterling reputation in the FTTH installation process across Colorado and beyond. They aim to build long-term relationships with their clients and are interested in the long term success of our project.

The fee that is being recommended for On Trac's PO for 2021 is an estimated fee due to the fact that they have provided us with a per drop cost of installation, and we don't really know how many drops we will have in the first year of service. The current estimate is that we will need 700 standard drops install at a rate of \$620 per install with an additional \$66,000 budget built in for MDU (multi-dwelling unit) installs, which are more complicated than a standard drop. This totals to the estimated \$500,000 fee which is built into the CBN project proforma. A full budget overview will be provided to Council during the second meeting in January, 2021.

Issues: None

Staff Recommendation: Staff is recommending approval of RFP BD2020-035 for Contractor to Provide FTTP New Customer Connections for the CBN Fiber To Home Build Out Project for an Estimated Fee of \$500,000 to OnTrac, Inc.



EXECUTIVE SUMMARY

#BD 2020-035

We believe that within the content of this RFP response the City of Glenwood Springs will discover a willing, experienced, and capable FTTP partner in On Trac, Incorporated. To this we put our best foot forward in providing true response to all RFP requested descriptions and data as best interpreted. We feel we well expose our core specialization in municipal broadband deployments as well as our understanding of field issues and challenges in underground fiber drops and home installations. These are key ingredients toward success in any small or large FTTP project. We walk alongside similar projects to partner as co-learners, co-problem solvers and co-celebrators over thousands of successful broadband end-users.

As evidence of our grasp on the nature of FTTP deployment, we display here a clear understanding of the scope of work (SOW) for such projects as evidenced in our refined unit Exhibits (Appendix A). This approach has been successfully developed and implemented with similar clients over many years.

What Sets On Trac Apart

Experience and chemistry. Our experience over the past 18 years includes both Active and Passive networks and with variances of customer specs on all phases/types of work. To date we have been blessed to complete over 500,000 FTTP installations across the nation- and with an ever-expanding footprint. This number represents both current clients and past clients/projects. Each day we install over *250 addresses* in various operations and cities. We know fiber drops, we know fiber/cablings installations, we know customer service, and we especially know public municipal fiber deployments.

But even more important than experience, we feel we bring great chemistry and relationship to our clients. We actively pursue “fitting” into the local culture of our customer and related organizations. We are easy, low maintenance business partners without layers of bureaucracy or complicated chains of command. Although a small company in the FTTP industry, we are consistently recognized by the industry as a proven leader for fiber services- and much of that has to do with the good chemistry between our company and our clients. We see our competitive edge with the “Big Boys” as our desire to cultivate *long-term* relationships and consistent trust with our clients. We actively pursue the hiring and training of *local* talent and leadership and we commit to become corporate citizens of our client communities. This has distinguished On Trac from other companies for many years. The bottom line is we are small guys that operate with the professionalism of larger firms, all without ego, drama, or pride. We serve our clients with deep integrity and honesty, and we produce quality installations with satisfied subscribers. Our goal with clients is ultimately to become co-team members in their eyes.

We would be honored to partner with the City of Glenwood Springs to bring the quality service and reputation behind our name.



COMPANY INFORMATION & REFERENCES

#BD 2020-035

Primary Company Contact Information

Legal Entity	On Trac, Incorporated
Official Contact	Monte S. Hill
Title	President
Phone	423.317.0009
Mobile	865.755.6802
Email	<i>montehill@ontracinc.net</i>
Website	<i>www.ontracinc.net</i>
Mailing Address	P.O. Box 670 / Talbott, TN 37877
Shipping Address	6019 Ontario Circle / Morristown, TN 37814

Primary Services and Specializations

Field Services

- FTTP Splicing & Connectorization
- FTTP Outside Plant Fiber Drop Installation (OH/UG)
- FTTP Installation (video, voice, data)
- Mainline Fiber Splicing & Repair
- Networking (video, voice, data)
- Commercial Installations
- Underground FTTP Construction
- Pole Transfers
- MDU Design / Installations
- Smart Grid Installations
- Fixed Wireless Installations
- Structured Cabling
- Fiber Management
- Ongoing Service & Maintenance

Professional Services

- Project Management
- Consulting
- Installation Management Software (3HV Innovations)
- Cabinet/Splitter Audits
- TSR/CSR Services - Provisioning
- Dispatch/Outage-Service Repair
- Materials Management (Procurement & Warehousing)
- Scheduling Procedures
- Back-office Structures / Data Mining

Company History

On Trac, Incorporated began in 2002 and is based in the State of Tennessee. Over these past 18 years, On Trac has served FTTP deployments for local municipal electric companies, electric cooperatives, private fiber deployments, fiber optic construction companies, and private businesses. Currently, On Trac currently serves ten clients in, Alabama, Colorado, Georgia, Mississippi, Missouri, Kansas, Louisiana, Tennessee, and Texas.

On Trac, Incorporated is a growing business with a broad nationwide footprint. Our primary business is FTTP installations and we specialize in local municipal fiber deployments. Though still considered a young company, we are consistently recognized as a leader in the industry. On Trac officers regularly hold positions and responsibilities with the national Fiber Broadband Association and have done so for many years. On Trac is recognized by Broadband Communities as a “Top 100” Fiber-To-The-Home company and we have gained that distinction for ten years straight.

Corporate and Field Professionals

Primary corporate officers are as follows:

J. Michael Hill, CEO
Monte S. Hill, President
Arthur “Bud” Mull, CFO
Mark Tichenor, Executive Vice President – West
Joseph Jones, Executive Vice President – East

Primary field officers are as follows:

Rick McDowell, Director of Operations – West
Brad Slipher, Director of Operations – East
Scott Mull, Director of Technical Operations

J. MICHAEL HILL *Chief Executive Officer*

Mike Hill has been involved in the telecommunications industry for 50 years and is an accomplished and driving force of On Trac, Incorporated. Having been involved from the grassroots level (installer) to the Corporate Directorship of a major national cable company the first 26 years of his career, Mike is a seasoned veteran in the industry. Mike has been involved with fiber deployments and connectivity since 2003 when he co-founded and became CEO/President of On Trac and is committed to helping the fiber broadband industry continue to grow and excel for the future.

Mike is currently serving in his 11th year as a Board of Director for the Fiber Broadband Association (formerly the NA FTTH Council) which he has served as Chairman of the Board three times (2008, 2011, and 2016). The Fiber Broadband Association’s mission is to educate and promote fiber broadband and expanded connectivity across the country. This organization serves as the leading lobbying group pressing for broadband access and public services to Congress and the Executive branch.

MONTE S. HILL

President

Monte's telecommunications career has many layers, as he has served as a leader in over two-dozen start-ups over the past three decades. Hill strives to serve both the client and the employee, as he handles details and takes ownership of quality and customer experience, from the client to the end-user. These are marks of Monte's workplace reputation.

Monte maintains and drives vision for the future of On Trac and its employees. Hill has also shared in the great privilege of collaborating in the birth of multiple companies. Notably among these organizations are: On Trac, Inc., Forrest Enterprises, Wellsprings Counseling Group, and Cornerstone Academy - a Classical Christian School (K-12), where he served as one of the founding Board members. Monte Hill is a person of character, vision, action, and faith - focusing on the journey as well as the destination.

ARTHUR "BUD" MULL

Chief Financial Officer

Arthur has had a long career in the contracting business. In 1987 he started a contract manufacturing company of knit tops and bottoms in a converted skating rink in Bean Station, TN. In 1990 Action Knitwear built a new 21,000 square foot facility where they employed over 150 individuals. As president of Action Knitwear he oversaw all activities of the business: from receiving to shipping and from customer service to payroll. In the seventeen years since the inception of Action, the company has produced products for major companies such as Nike, Adidas, Nautica, Tommy Hilfiger and Fruit of the Loom.

Bud stepped away from Action Knitwear in the 4th quarter of 2002 and began fulltime with On Trac. His experience from the textile industry and many years of personnel management greatly contributes to On Trac, Inc.'s success. Buds' financial experience, plus starting-up his own business, and the ability to convert those skills to the telecommunications industry has been very beneficial to our success.

MARK TICHENOR

Executive Vice President – West

Mark Tichenor came to On Trac in 2009 following a successful career in Higher Education. Mark has served in Director-level and Executive roles for nearly 20 years, as well as serving internationally in North Africa. Mark has proven effective in key areas of large organizations including process-management and administration, retention initiatives and measurements, critical focus on systems efficiency, customer service, leadership training, professional development, conflict resolution, quality branding/imaging, and organizational efficiencies. His time with On Trac has shown him effective in directing operations and bringing refinements to our Company- easily interfacing with all levels of the workforce, from technicians to the CEO and executive clients. Mark has been instrumental in four successful FTTP client Start Ups dealing with hiring, training, back office structure, database deployment, materials, and office/properties. Mark is based in Colorado to represent and solidify the western extension of our corporate operations. Mark was born in Oregon and spent childhood in Idaho/Oregon as well as Texas. He is a westerner at heart and a proud resident of Loveland for the past three years.

JOSEPH JONES

Executive Vice President – East

Joseph Jones began service in the telecommunications industry in 1996 and has built an impressive body of work over twenty years in the telecommunications industry. Jones' experience includes over twenty start-ups nationwide and direct involvement developing operations and customer service strategies that help to define On Trac, Inc. in an increasingly competitive market. Joseph's current role as Executive Vice President has him overseeing daily company operations with a focus on company strategy, profitability, and customer relationships. In addition to Joseph's responsibilities at On Trac, he gives countless volunteer hours to the Fiber Broadband Association (formerly the FTTH Council). Joseph has served and chaired various committees for the past 10 years including being the Fiber Connect Conference Chairman for the fourth consecutive year.

RICK MCDOWELL

Director of Operations - West

Rick has served with On Trac since 2004 in Project Management and now in a directorship role. He has managed multiple startups for the company in various locations around the United States, including managing daily operations in multiple system locations. Rick is familiar with all aspects of FTTx including construction, mainline splicing, fiber management, fiber drops and end user installations. Rick has extensive experience in start-up operations and personnel management, as well as customer care/service and client resolution.

BRAD SLIPHER

Director of Operations - East

Brad joined On Trac in 2005, steering various field projects and directing in the specialization of mainline fiber splicing. Brad's expertise in FTTx systems brought his promotion in 2009 to Director of Technical Operations where he contributed daily in the critical areas of installation technologies with specialization in Outside Plant Services, fiber mainline, general fiber management, FTTx equipment, field operations, special projects, startups, and network troubleshooting. Brad has directed multiple projects for our clients and today serves in a Director of Operations role.

SCOTT MULL

Director of Technical Operations

In late 2004, Scott Mull joined On Trac as a Fiber Technician in Dalton, GA. Since that time Scott has grown in experience and leadership in over 20 different systems with multiple duties. Scott brings extensive field experience in fiber optic splicing, mainline construction (UG/OH) and fiber broadband installations. During Scott's tenure he has also served in many leadership roles with the company such as Lead Technician and Project Manager. Today, Scott serves as the company's Director of Technical Operations. He contributes greatly in system startups, fiber management, equipment management and daily field operations at multiple locations.

Glenwood Springs Project Personnel

If awarded, the Glenwood Springs project would be launched under the leadership of Rick McDowell, with consultation from Mark Tichenor in Loveland. At this point, the local On Trac Foreman is yet to be determined.

Statement of Solvency

On Trac is structured as a privately held corporation, governed by principal shareholders. The company is headquartered in Morristown, Tennessee with extended regional centers in Knoxville, TN (Eastern Operations) and Loveland, CO (Western Operations). System/client operations report directly to the appropriate Vice Presidents and then to the President. We pride ourselves on a low-key administrative structure which avoids unnecessary bureaucracy and allows for rapid flow of decision-making and action. The company is Chartered in Tennessee and licensed appropriately within the various states of service. Although structured as a Tennessee corporation, all operation centers serving fiber deployments feature 100% local leadership and employees.

On Trac, Inc. asserts that it uses GAAP in all of its accounting processes and continues to maintain solid financial statements. Over our company's 18 years of history, there have been no defaults or bankruptcies corporately or by any of its shareholders. We also affirm that there are no past or present litigation proceedings against On Trac, Inc. or its principals and that no legal issues currently exist that would in any way affect the financial stability of the company. There are presently no plans to sell, transfer or merge On Trac, Inc. to/with any other person or entity. Accounting and audits can confirm the following statements of solvency:

- On Trac, Inc. has NOT filed for bankruptcy in our company history
- On Trac, Inc. has NOT been suspended or barred from bidding on government contracts
- On Trac, Inc. has NOT been subjected to any federal, state, or local audits
- On Trac, Inc. has NOT had any contracts terminated either voluntarily or involuntarily within the last five (5) years
- On Trac, Inc. has NOT had any legal actions brought against them for any illegal activities relevant to the work requested
- On Trac, Inc. has NO intentions at this time to sell or merge the company

Insurances and Liabilities

On Trac actively maintains the following types and levels of coverage:

Comprehensive General Liability Insurance:

Liability limits of \$2,000,000.00 per each occurrence
\$2,000,000.00 Aggregate
\$5,000,000.00 Liability Umbrella

Comprehensive Automobile Liability Insurance:

Liability limits of \$1,000,000.00 any one accident

Workers Compensation Insurance:

Liability limits of \$1,000,000.00 per each occurrence

Company References and Examples

As requested, we offer here three clients references/referrals. On Trac has performed with excellence in each of these locations. Operations personnel in these FTTP locations represent local hires and local leadership. Additional references and/or client letters of recommendation are available upon request.

New Braunfels, TX / GVTC Communications

Ritchie Sorrells – CEO
36101 FM 3159, New Braunfels, TX 78132
830-885-8360
ritchie.sorrells@gvtc.net

On Trac has connected over 41,000 FTTP (video, voice, data) residential and commercial installations including FTTP aerial drops and MDU installations for this Texas Telephone Cooperative offering FTTP and HFOC. The rural GVTC service area is extensive and rugged- 2,200 square miles over 11 counties north of San Antonio. On Trac has performed a cable audit of the entire network as well as GPON upgrade/card swap. All personnel are local.

Dates: August 2006 – Present
Homes Passed: 44,000
Manpower Resources: 21 (4 Staff / 17 Technicians)

Fort Collins, Colorado / Connexion Broadband

Colman Keane – Broadband Executive Director
222 Laporte Ave, Fort Collins, CO
423-618-4397
ckeane@fcgov.com

To date, On Trac has connected over 2,000 FTTP residential and commercial installations utilizing underground fiber drops in one of the latest municipal utilities in Colorado providing Broadband communications. The Connexion project is on pace to conclude plant construction in 2022. In addition to installation services, On Trac manages the tracking / inventory / distribution of materials and provides the City of Fort Collins with a full turnkey operation center and staff.

Dates: August 2019 – Present
Homes Passed to-date: 9,000
Projected total Homes Passed: 65,000
Manpower Resources: 13 (4 Staff / 12 Technicians)

Lafayette, LA / Lafayette Utilities System (LUS)

Ron Frye
2111 W Willow St, Scott, LA 70583
337-210-4540
rfrye@lus.org

On Trac has connected over 32,000 FTTP (video, voice, data) residential and commercial installations including FTTP aerial and underground drops for this southern Louisiana municipal utility. We have completed over 13,000 mainline splices to date and completed aerial construction / splicing for an expansion of plant. On Trac manages the tracking/inventory/distribution of materials for this system. On Trac also manages the residential and commercial sales staff, along with all commercial connections. We completed a major MDU project for a student-housing complex of 200 units and connected buildings/services. In addition, On Trac completed traffic control fiber connections to all major city intersections, completed fiber connections to wastewater and water treatment stations. On Trac manages pole transfers and light UG construction. Currently, we are involved with LUS on building infrastructure for new housing developments and neighborhoods.

Dates: January 2009 – Present
Homes Passed: 64,000
Man Power Resources: 33 (5 Staff / 20 Technicians / 8 Sales)



SUBCONTRACT PARTNER

#BD 2020-035

FORREST ENTERPRISES

On Trac maintains an active subcontractor relationship with a subsidiary company chartered as Forrest Enterprises. Forrest personnel are located in various states with various FTTP specialties throughout On Trac municipal operations. The principal officers of Forrest Enterprises bring over 35 years of experience in wiring installations, telecommunications, underground construction, and FTTP consulting.



On Trac is very selective in the vetting process when choosing subcontractor companies to join us as partners. We enforce high standards of performance, appearance, fleet, quality, and integrity. Forrest Enterprises complies with the On Trac Best Practices Manual and are held to strict legal agreements. Use of partner assistance varies from operation to operation. Credentials, standards, documentation, insurances of any On Trac operation partners would be available for review, as requested.

Forrest Enterprise – Regional Services Provided

- Residential/Commercial underground fiber service drop
- Light Construction – Residential Directional and Missile boring
- Trenching and plowing – Fiber Service Drop
- Vault placements
- Fiber/cable placements
- Splicing services
- Underground restoration and repairs
- In Home installations

Forrest Enterprise – Authorized Colorado Partners

- Rocky Mountain Network Services
- Y&O Underground
- Superior Communications
- Omega Communications
- Nexus Communications



STAFFING AND RESOURCES

#BD 2020-035

Staffing for Scope of Work

The Volume Forecast included within the RFP document leads us to project a low volume at 3 drops/installs per business day, and alternatively a high volume (peak) of 9 drops/installs per day. To better understand and calculate personnel needs, we need to discuss these Time Frame estimations and crew size estimations:

- 1. Underground Fiber Drop Bury Service.** A Trained UG crew (2 technicians) should be able to complete a bury work order in approximately 2 to 2.5 hours. We expect a productive day of 4 fiber drops of this nature- or extended to 20 completions in a five-day workweek, per crew. The Volume Forecast then would require initially one UG crew and eventually a second crew for the project.
- 2. Underground Fiber Splicing and Terminations.** A single trained Splice Technician is capable of 5 underground addresses per day, or 25 addresses per five-day workweek. Generally, this takes 1 to 1.5 hours per location to complete. Our Foreman/Supervisor could likely accomplish this work. For the project we would require 1.5 Splice Technicians at the peak.
- 3. Aerial Hang and Light Drop Service.** A single trained Aerial/Splice Technician should be able to complete 4 to 5 overhead fiber drops in a business day. Aerial fiber drops usually take 1.5 to 2.5 hours to accomplish. So we estimate a single technician can complete 20-25 locations per week. For the project we would require 2 Aerial Technicians at the peak.
- 4. Premise Installations.** A trained install technician should be able to complete a work order with this specification in 1.5 to 2 hours. We would expect a productive day of 4 installations of this nature- or extended to 20 installations (per tech) on a five-day workweek. So Volume Forecast would require a single initial installer with expansion to two for the peak.

Technician Training

On Trac maintains a technician certification program based off our company Best Practices Manual in conjunction with the particular specifications of our clients. Trainees are paired with a skilled Tech Trainer and follow a regimented PQTR program (Primary Quality Training Requirements). Lead Technicians monitor progress and recommend final certification to Project Manager- or recommendation for extended trainings. (Training documents available upon request). PQTR normally runs to certification on these time frames:

- Premise Technician (data/phone only): = 3 training weeks (if video add additional week)
- Aerial Technician (strand/ladder): = 4 training weeks
- Aerial Technician (bucket): = 6 training weeks
- Underground Technician: = 4 weeks

Estimated Start-Up and Ramp Schedule

A skilled advance team would be assigned to set up operations and begin Beta drops and installations. This team would also be charged to exercise local hires and staffing and to conduct technical training. Estimated volume capacity for 2021 is as follows:

- Mid January – 10 addresses per week
- Mid February – 13 addresses per week
- Mid March – 16 addresses per week
- Mid April – 20 addresses per week
- Mid May – 30 addresses per week
- Mid June – 50 addresses per week

APPENDIX A

PROPOSED SCOPE OF WORK / EXHIBITS

EXHIBIT CONTENTS

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Exhibit 2	Outside Plant	
	Section A - Underground Drops	Page 3
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Exhibit 3	Inside Wiring – Residential	Page 8
Exhibit 4	Inside Wiring – Commercial	Page 12
Exhibit 5	Multi-Dwelling Units (MDU)	Page 15
Exhibit 6	Service & Maintenance – Hourly	Page 17
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Consultation Regarding Plant Materials

We would like to include here a few general statements regarding plant materials. These are general statements but stem from multiple municipal FTTP projects over the years and across the country. So we believe that these matters merit some discussion.

- **Plant Integrity.** FTTP clients should carefully guard all materials/electronics that directly impact the quality of signal and .dB loss from the Head-In to the premise ONT. The buy-in from subscribers is the promoted Gig speed range (download and upload). So examples of plant equipment impacting speeds would include MST/terminals, service plant fiber, NIDs, connectors, bulkheads, indoor/outdoor premise fiber, house jacks/outlets, fiber jumpers, ONT product, etc. Contract partners who price out procurement of such materials may compromise on quality/performance products which can impact the integrity of the plant signal and create more maintenance issues down the road. Our viewpoint is that any material(s)/equipment which significantly impacts service signal should be closely governed, supplied and dictated (especially manufacturer installation specs), by the municipal owner.
- **Price Point Considerations.** In most cases, partner contractors will extend the per-piece or per-foot price on any particular plant material/equipment in order to account for administrative costs. These markups offset costs dedicated to vendor negotiations, procurement administration/invoicing, shipping arrangements, potential tariffs, third-party buyer fees, etc.
- **Public/Non-Private Pricing Potential.** Material or equipment manufactures/distributors might possibly lean toward healthier volume pricing when dealing with public/non-profit (government) enterprises. These price breaks for public utilities tend to outperform options available to private contractor companies.
- **Clarification on Consumable materials.** Contract partners will commonly add a percentage onto basic labor units to account for the expense of consumable parts/materials. Examples of common consumable parts include electrical tape, zip ties, screws/anchors, splice prep supplies, clamps, clips, faceplates, silicone, etc. These are generally inexpensive items and have low impact on plant integrity.
- **Built-in Pricing.** For the purposes of the following Scope of Work (Exhibits), costs of consumable materials are added to the unit price. A more complete listing of consumable materials is available upon request.

Section A

Underground Fiber Drops

NOTE: These underground drop units apply to multiple methodologies including standard vibratory direct plow, stick bore, and/or open trench/cable trench tool. Methodology of drop will be determined by best-case scenario given particular property obstacles or preferences.

Conduit Service Drop Bury (Up to 200')

GS-1001 \$375.00 Each

Includes:

- Burying of 200' or less of microduct (per location) – (microduct of 10mm to 18mm) to a depth of 8"
- Installation of tracer (if required)
- Installation of protective PVC U-Guard or conduit sleeve at location (if required)
- Installation of NID
- Coil fiber drop in MST/NAP vault
- Coil fiber drop in NID
- Restoration of grounds and cleanup
- *Does not include fiber pull*
- *Encountering "non-turf" materials or situations requires additional billing*
- *If applicable, invoiced in addition to Temporary Surface Fiber Drop upon return to complete conduit bury and fiber pull*

Overage – Conduit Service Drop Bury (Over 200')

GS-1002 \$1.10 Per FT.

Includes per foot charge:

- Additional per foot charge when conduit bury from closure to NID exceeds 200'
- Restoration of grounds

Non-Turf Trenching

GS-1003 \$8.50 Per FT.

Includes:

- Per foot trenching fee for navigating non-turf surfaces from assigned vault to residence
- "Non-Turf" includes bury path traversing landscape or hardscape through rock, plantings, mulch, fence lines, decorative stone/pavers, and/or any lawn surface requiring landscape fabric/barrier which requires additional labor to remove materials. Also included would be distances of tree/brush root sections through standard turf areas where root obstacles are greater than ¾" in diameter.
- Restoration of non-turf areas

Consideration for Alternative methodology to conduit bury:

Direct Bury Service Drop (Up to 200')

GS-1101 \$305.00 Each

Includes:

- Burying of 200' or less of shielded or Flat Drop fiber (per location) without conduit (10" depth)
- Installation of tracer (if required)
- Installation of protective PVC U-Guard or conduit sleeve at location
- Coil fiber drop in MST/NAP vault
- Coil fiber drop in NID
- Restoration of grounds
- *Encountering "non-turf" materials or situations requires additional billing*
- *If applicable, invoiced in addition to Temporary Surface Fiber Drop upon return to complete direct fiber bury*

Overage – Direct Bury Service Drop (Over 200')

GS-1102 \$.75 Per FT.

Includes per foot charge:

- Additional per foot charge when direct fiber bury from assigned vault to NID exceeds 200'
- Restoration of grounds

Rock Saw – Residential Bury

GS-1004 \$20.00 Per FT.

Includes:

- Where necessary, utilization of Rock Saw with diamond blade to traverse in-ground solid rock surfaces
- Applicable to either Conduit Bury or Direct Bury
- Restoration of disturbed areas

Fiber Placement / Pull Fiber Drop Through Conduit

GS-1004 \$0.65 Per FT.

Includes:

- Pulling individual fiber drop through conduit (mainline duct or drop duct) – equal footage to actual conduit length only
- Replace pull string as required
- Initial clearance of blocked conduit by fishtape and/or rodder equipment – maximum one (1) hour labor extended

Driveway / Sidewalk Bore

GS-1005 \$9.50 Per FT.

Includes per foot charge:

- Standard Bore pit excavation/restoration requires standard 2' adder to bore length
- Methodology for boring will be standard stick-bore machinery (average 5" concrete thickness)
- Any driveway concrete thickness less than 5" will require utilization of Missile Boring at the Residential Missile rate
- Installation of conduit if required
- Installation of tracer if required
- Maximum driveway width/footage of 18' (*bore lengths exceeding 18' billed with additional overage charge*)

Overage – Driveway / Sidewalk Bore (Over 18')

GS-1006 **\$4.50 Per FT.**

Includes:

- Additional per foot charge when driveway bore exceeds 18'
- Any bore footage needed over 30' should fall to construction contractor

Temporary Surface Fiber Drop

GS-1007 **\$100.00 Each**

Includes:

- Temporary surface fiber drop placed as required and approved by Client due to weather or other unavoidable circumstances
- Temporary surface fiber drop will be removed and pulled through conduit (if applicable) in the most reasonable time available
- Temporary surface fiber drop will be removed and direct buried (if applicable) in the most reasonable time available
- Appropriate safety cautions and markings to guard surface fiber will be taken

Light UG Service Drop

GS-1008 **\$120.00 Each**

Includes:

- Dress out drop cable to primary cable(s)
- Enter closure with drop cable
- Mount ONT or NID
- Dress out Tracer at NID
- Either fusion splice or connectorized at NAP and ONT or NID
- Patch down at LCP, if required
- Record optical power meter readings at LCP and ONT or NID
- Re-seal closure - neatly coil fiber slack in vault

Asphalt/Concrete Excavation – Per Sq. FT.

GS-1009 **\$25.00 Per Sq. FT.**

Includes:

- Survey with property owner concerning best path for aesthetics
- Asphalt/concrete sawing and/or trenching (footage per cross cut) of material
- Conduit installation (as required)
- Patching and sealing with appropriate restoration materials
- Minimum charge of 2 sq. ft. excavation per site

Asphalt/Concrete Core Drill (2" to 6")

GS-1010 **\$95.00 Per Core**

Includes:

- For drop access when premise/building is surrounded by concrete or asphalt
- Asphalt/concrete core drill up to 12" deep
- Removal of materials
- Patching and sealing with appropriate restoration materials

Residential Missile Bore
GS-1011 \$15.00 Per FT.

Includes:

- The placement of conduit up to 2" diameter, up to 24" deep by method of missile boring
- Standard Missile Bore pit excavation requires 4' adder to bore length
- Installation of conduit if required
- Installation of tracer if required
- Unit to include back fill and ground restoration

Section B

Aerial Fiber Drop

Hang & Light Aerial Service Drop (Up to 500')

GS-2001 **\$230.00 Each**

Includes:

- Hang fiber service drop up to 500'
- Observing proper clearances and drop routing to/on premise
- Installing all necessary drop material and hardware on poles and house
- Mounting outside NID
- Fiber splice/connection at NAP and/or NID- no secondary crew required
- Record optical power meter readings at NAP and NID

Overage Footage for Aerial Service Drop (Over 500')

GS-2002 **\$0.65 Per FT.**

Additional per-foot charge when aerial fiber service drop exceeds 500'

Aerial-to-Underground Transition

GS-2003 **\$590.00 Each**

Includes:

- Hang fiber service drop up to 500'
- Observing proper clearances and drop routing to/on premise
- Installing all necessary drop material and hardware on poles
- Transition to underground buried drop (up to 200') – secure fiber to pole
- All applicable Underground scope as with common residential bury
- Mounting outside NID
- Fiber splice/connection at NAP and/or NID
- Record optical power meter readings at NAP and NID

Residential Wiring

Residential Premise Install – Data Service

GS-3001 \$210.00 Each

Includes Installation of data service with one (1) data outlet. Further details of data connections and testing standards are as follows:

ONT connection includes:

- Best Practice Methods for exterior structured cabling in physical routing, screws and/or anchors, and wraps
- Routing/sealing indoor fiber cable from exterior NID to interior location
- Installation of fiber jack/wall plate at interior location
- Install indoor ONT and terminate to fiber jack
- Power up ONT, test for operation, verify and record ONT optical power meter readings at device
- If necessary, coordination with NOC to provision data services for ONT

Data connection includes:

- If requested, Installation of one (1) CAT5/6 cable from ONT to Customer preferred location/device
- If applicable- includes one (1) wallfish from “top-plate” down to wall plate
- Confirmation/documentation of Wi-Fi signal via speed test in three (3) different premise locations as directed by Customer
- Setup of **ALL** Simple Wi-Fi devices for data: defined as any tablet, smartphone, laptop, or desktop computer
- Customer education on all applicable products and services; and distribution of client materials when applicable

Additional Client and/or Customer requests for data connectivity tasks beyond installation scope will incur the following charges:

- When applicable, any Customer request for the installation of each NEW Cat 5/6 cable/outlet to an additional location/device will be invoiced separately (see GS-3004)
- When applicable, any Customer request for the activation of each EXISTING Cat5/6 cable/outlet to an additional location/device will be invoiced separately (see GS-3005)
- When applicable, any Customer request to setup and activate an advanced Wi-Fi device will be invoiced separately (see GS-3006)
- When applicable, any Customer request for any additional wallfish beyond one (1) will each be invoiced separately (see GS-3007)

Activate Data Service to Existing Fiber Address

GS-3002 \$90.00 Each

Includes activating data service to an **existing fiber-served address on a separate trip.**

ONT/Data connection includes:

- Install indoor ONT and terminate to existing fiber jack
- Power up ONT, test for operation, verify and record ONT optical power meter readings at device
- If necessary, coordination with NOC to provision data services for ONT
- If requested, Installation of one (1) CAT5/6 cable from ONT to Customer preferred location/device
- If applicable- includes one (1) wallfish from "top-plate" down to wall plate
- Confirmation/documentation of Wi-Fi signal via speed test in three (3) different premise locations as directed by Customer
- Setup of **ALL** Simple Wi-Fi devices for data: defined as any tablet, smartphone, laptop, or desktop computer
- Customer education on all applicable products and services; and distribution of client materials when applicable
- Customer request for alternate location for fiber jack / ONT will be billed as new install
- Activate Data Service work order requiring added voice service will be billed at units GS--3003

Add Voice Service to Premise Install

CS-3003 \$60.00 Each

Includes adding voice service **at the time of a Premise Install – Data Service, or upon Activate Data Service at Existing Fiber Address** (see GS-3002)

Voice connection includes:

- Activation of **ALL** handsets in a "loop" or radial configuration (considered as one (1) single outlet)
- Dial tone and ringer checked on all handsets along with placing and receiving phone calls on all active phone jacks
- If applicable, test fax sent
- If required, installation of Universal Power Source will be invoiced separately (see GS-3009)
- When applicable, any Customer request for the installation of each NEW voice line/outlet to other location(s) will be invoiced separately (see GS-3004)

Additional Residential Outlet – Install NEW Outlet

CS-3004 \$100.00 Per Outlet

Includes the *installation* of one (1) NEW outlet for data **or** video **or** voice at the time of an install, reactivation, or change order. When applicable, includes:

- If applicable, *installing* NEW data outlet to customer's preferred location/device
- If applicable, *installing* NEW video outlet to customer's preferred location/device
- If applicable, *installing* NEW voice outlet to customer's preferred location which includes the testing of handset
- Wall plates, connectors, and testing of service - Connectors on all cabling will be installed or replaced as necessary
- Provisioning and Customer Education on all installed devices
- When applicable, a Customer request for any additional wallfish beyond one (1) will be invoiced separately (see GS-3007)

Additional Residential Outlet – Activate *EXISTING* Outlet

CS-3005 **\$50.00 Per Outlet**

Includes the *activation* of one (1) EXISTING outlet for data **or** video **or** voice at the time of an install, reactivation, or change order.
When applicable, includes:

- If applicable, *activating* EXISTING data outlet at customer's pre-existing location
- If applicable, *activating* EXISTING video outlet at customer's pre-existing location
- If applicable, *activating* EXISTING voice outlet at customer's pre-existing location which includes the testing of handset
- Wall plates, connectors, and testing of service - connectors on all cabling will be replaced as necessary
- Provisioning and Customer Education on all installed devices

Residential Advanced Wi-Fi Device – Setup and Activation

CS-3006 **\$48.00 Each**

Includes the setup and activation of EACH advanced Wi-Fi device during initial install defined as a device that typically requires more in-depth programming including but not limited to a wireless printer, Wi-Fi Camera, Thermostat, Lighting, and Smart Home Hub.
When applicable, includes:

- Download applicable device application
- Assist customer in setting up an account
- Assist customer in registering device
- Sync device to Wi-Fi
- Log-in to app and check for updates
- Test the device with customer
- *Does not include mounting and installing device*

Residential Premise Wallfish

CS-3007 **\$75.00 Each**

Includes the vertical placement of any cable type in an existing wall, by means of entry through a top plate, and exit through a finished wall plate. Multiple cables fished through the same wall will be charged once for every (3) cables.

NOTE: Wallfish from bottom plate up to wall plate (18") will be considered "standard" with no additional charges

Add Voice Service to Existing Customer

CS-3008 **\$60.00 Each**

Includes adding voice service to an *existing customer on a separate trip- as a change order*.

Voice connection includes:

- Activation of **ALL** handsets in a "loop" or radial configuration (considered as one (1) single outlet)
- Dial tone and ringer checked on all handsets along with placing and receiving phone calls on all active phone jacks
- If applicable, test fax sent
- If required, installation of Universal Power Source will be invoiced separately (see GS-3009)
- When applicable, any Customer request for the installation of each NEW voice line/outlet to other location(s) will be invoiced separately (see GS-3004)

Residential UPS Install

CS-3009 **\$24.00 Each**

When applicable, includes the installation of an uninterruptible power source to the ONT (internal or external) at the time of a voice install, reconnect, or change order.

Residential Premise Assistance**CS-3010** **\$85.00 Per Hr**

Hourly rate to perform ad-hoc services at the customer premise as required by customer and as pre-approved by client representative.

Service Equipment Request**CS-3011** **\$50.00 Each**

Includes collecting and/or delivering equipment from/to customer (per address) as pre-approved by Client representative on a non-install or non-change order request.

Service Trip Charge**CFC-3012** **\$50.00 Each**

Applicable when technician doesn't have proper access to perform scheduled install **or** when technician arrives at scheduled install and the customer is not at home (wait time of 30 minutes) **or** when technician is notified in-route or arrives at scheduled install and the customer needs to reschedule.

Commercial Wiring

NOTE: Commercial units are applied in any situation where Client has cataloged a commercial entity as a "Commercial Account" for purposes of monthly subscription charges/fees.

Commercial Site Survey

GS-4000 **\$90.00 Per HR**

This hourly fee includes on-site building survey for drop/wire schemes, station counts, install planning and coordination/scheduling with business customer to accomplish fiber drop and installation of services with as little downtime as possible. As requested by client, can include OSP survey tasks to determine fiber drop approach to building, necessary construction units, multiple customer service schemes, and network/fiber requirements. OSP survey must be approved by client prior to exterior drop work.

Commercial Install – Data / Video / Voice Demarcs

GS-4001 **\$210.00 Each**

Includes:

- Best Practice Methods for structured cabling in physical routing, screws and/or anchors, and wraps
- Routing/sealing indoor fiber cable from exterior to building interior
- Installation of fiber jack and/or transition wall plate, if required
- Installation of fiber jumper to ONT or route and terminate indoor fiber cable within ONT unit
- Coordination with NOC to provision data services for ONT
- Power up ONT, test for operation, verify and record ONT optical power meter readings at device
- Installation of data demarc (RJ-45 Surface Mount Jack)
- Installation of video demarc
- Installation of phone demarc (66 block)
- Installation of phone equipment as needed (voice IAD and power supply)
- Run RG-6 coax jumper with compression connectors from the RF output of the ONT and terminate into a ground block
- RF documentation on low, medium, and high frequencies.

Unique efforts requiring more than one hour shall fall under Commercial Assistance

All data / video / voice activity occurs on service provider side of demarc

Additional Commercial Outlet – Install NEW Outlet

GS-4004 **\$100.00 Per Outlet**

Includes the *installation* of one (1) NEW outlet for data **or** video **or** voice at the time of an install or change order.

When applicable, includes:

- If applicable, *installing* new data outlet to customer's preferred location
- If applicable, *activating* video outlet at pre-existing location
- If applicable, *installing* new voice outlet to customer's preferred location which includes the testing of handset
- Wall plates, connectors, and testing of service
- Provisioning and Customer Education on all installed devices
- *If a wallfish is required, that will be billed separately from outlet*
- ***All data / video / voice activity occurs on service provider side of demarc***

Additional Commercial Outlet – Activate *EXISTING* Outlet

GS-4005 **\$50.00 Per Outlet**

Includes the *activation* of one (1) EXISTING outlet for data **or** video **or** voice at the time of an install or change order.
When applicable, includes:

- If applicable, *activating* data outlet at pre-existing location
- If applicable, *activating* video outlet at pre-existing location
- If applicable, *activating* voice outlet at pre-existing location which includes the testing of handset
- Wall plates, connectors, and testing of service
- Provisioning and Customer Education on all installed devices
- ***All data / video / voice activity occurs on service provider side of demarc***

Commercial Advanced Wi-Fi Device – Setup and Activation

GS-4006 **\$48.00 Each**

Includes the setup and activation of EACH advanced Wi-Fi device during initial install defined as a device that typically requires more in-depth programming including but not limited to a wireless printer, Wi-Fi Camera, Thermostat, Lighting, and Smart Home Hub.
When applicable, includes:

- Download applicable device application
- Assist customer in setting up an account
- Assist customer in registering device
- Sync device to Wi-Fi
- Log-in to app and check for updates
- Test the device with customer
- *Does not include mounting and installing device*

Commercial Wallfish

GS-4007 **\$75.00 Each**

Includes the vertical placement of any cable type in an existing wall, by means of entry through a top plate, and exit through a finished wall plate. Multiple cables fished through the same wall will be charged once for every (3) cables.

NOTE: Wallfish from bottom plate up to wall plate (18") will be considered "standard" with no additional charges

All wallfish activity occurs on the customer's side of demarc.

Commercial Internal UPS Install

GS-4010 **\$37.50 Each**

When applicable, includes the installation of an uninterruptible power source to the ONT at the time of a voice install or change order.

Commercial Assistance

GS-4011 **\$85.00 Per HR**

Hourly rate to perform ad-hoc services at the demarc as required by service provider, or on customer side of demarc as requested by the subscriber, including but not limited to voice wiring cutover or data wiring cutover from incumbent demarc to the new demarc. Must be pre-approved by client representative. Unit will be applied for labor on external or internal Drop Protection such as EMT installation or raceway/Panduit installation.

Commercial Service Equipment Request

GS-4013 **\$50.00 Each**

Includes collecting and/or delivering equipment from/to customer (per address) as pre-approved by Client representative on a non-install, non-reconnect, non-change order request.

Commercial Service Trip Charge

GS-4014 **\$50.00 Each**

Applicable when technician doesn't have proper access to perform scheduled install **or** when technician arrives at scheduled install and the customer is not at home (wait time of 30 minutes) **or** when technician is notified in-route or arrives at scheduled install and the customer needs to reschedule.

Commercial Multi-Box Prep

GS-4015 **\$80.00 Each**

Includes:

- For interior or exterior application
- Mounting multi-port Splitter/Splice Box
- Prep/install bulkhead or splitter cassettes, as required
- Dressing and terminating single or multiple fiber entries as required
- Splicing and/or connectorized fibers
- Record optical power meter readings at Multi-Port Box
- Seal box and tag

Multi-Dwelling Units

NOTE: Multi-Dwelling Unit (MDU) properties, or sets of properties, are treated as independent projects.

MDU projects can involve combinations of site survey work, pre-design, design/cost reporting, property owner consultation, clustered splice points, OSP construction and other labor unique to property type and location.

MDU wiring services units do not require truck roll/mobilization costs. In the event a specific property requires a high number of conduit and/or direct fiber buries to deliver fiber service, then the Contractor and Client will negotiate UG rates to accommodate request.

MDU Survey & Design

GS-5001 \$100.00 Per HR

This hourly fee includes a pre-construction survey to determine project cost and design. Includes coordinating design and approval(s) with property owners and/or associations and Client engineering team. Also includes final design for mapping out installations and/or connections. Performed as requested by Client

MDU Pre-Wire Installation

GS-5002 \$70.00 Each

Individual wire management rate including fiber, Ethernet, coaxial, twisted pair, and/or power cables in a specific location for a unit or building that is under *new construction (pre-drywall)*. Can be cabling internal or external to building. Includes pulling, securing, and dressing cabling for terminations.

MDU Pre-Wire Internal Conduit Installation

GS-5003 \$110.00 Each

Individual wire management rate including fiber, Ethernet, coaxial, twisted pair, and/or power cables in a specific location for a unit or building that is under *new construction (pre-drywall)*. Specific to interior cabling specified to be ran within conduit where pre-existing conduit is not present. Includes pulling, securing, and dressing cabling and conduit for terminations.

MDU Wallfish

GS-5004 \$70.00 Each

Includes the vertical placement of any cable type in an existing wall, by means of entry through a top plate, and exit through a finished wall plate. Multiple cables fished through the same wall will be charged once for every (3) cables.

MDU Multi-Box Prep

GS-5005 **\$80.00 Each**

Includes:

- For interior or exterior application
- Mounting multi-port Splitter/Splice Box
- Prep/install bulkhead or splitter cassettes, as required
- Dressing and terminating single or multiple fiber entries as required
- Splicing and/or connectorized fibers
- Record optical power meter readings at Multi-Port Box
- Seal box and tag

MDU Post-Wire Installation

GS-5006 **\$105.00 Each**

Includes home run wiring for data, video, and voice (*per cable*) including fiber, Ethernet, coaxial, twisted pair, and/or power cables in a specific location for previously constructed MDU buildings/units (interior or exterior). Includes pulling, securing, and dressing cabling for terminations.

MDU Post-Wire Internal Conduit Installation

GS-5007 **\$145.00 Each**

Individual wire management rate including fiber, Ethernet, coaxial, twisted pair, and/or power cables in a specific location for an existing unit or structure. Specific to interior cabling specified to be ran within conduit where pre-existing conduit is not present. Includes pulling, securing, and dressing cabling and conduit for terminations.

MDU Trim Outs

GS-5003 **\$25.00 Each**

Includes:

- Termination and testing of pre-wire outlets
- Installation of necessary keystone jacks, wall plates, or biscuit boxes as required

MDU Custom Service

CFC-5020 **\$100.00 Per HR**

This work will be invoiced per man / per hour, including but not limited to;

- Testing/tagging of all cabling after routing
- Additional labor on wiring past one standard hour
- Cable routing to central termination point or cabinet
- Installation of drop protection or concealment materials
- Miscellaneous MDU service tasks requiring hourly labor

EXHIBIT 6

Service & Maintenance

Hourly Services

NOTE: Service & Maintenance hourly units serve to provide broad troubleshooting tasks as requested by Client, and also serves as the primary per-hour rate for agreed "hourly only" billing/invoicing. Hourly services can also include agreed Service Calls, Field Surveys, and required customer consultations. Mobilization costs are included in all hourly units.

Service & Maintenance Field Technicians – Standard Hours / Standard Truck **GS-6001 \$100.00 Per HR**

When applicable, includes:

- Service and Maintenance requests for Standard Technician / Standard Vehicle for required service and/or maintenance for any fiber issue resolution (per person / per hour).
- Defined as standard hours Monday – Friday (7:00AM to 6:00PM)

Service & Maintenance Field Technicians – Standard Hours / Bucket Truck **GS-6002 \$130.00 Per HR**

When applicable, includes:

- Service and Maintenance requests for Standard Technician / Standard Vehicle for required service and/or maintenance for any fiber issue resolution (per person / per hour).
- Defined as standard hours Monday – Friday (7:00AM to 6:00PM)

Service & Maintenance – Non Standard Hours Fee **GS-6101 \$300.00 Per Week**

Includes a 24-hour "on-call" service technician to answer and respond to all fiber issues from customer on a per-week (7 day) basis. Fee covers stand-by availability, but individual service/maintenance jobs are invoiced hourly according to codes noted in this menu. Required in addition to the units noted below

Service & Maintenance Field Technicians – Non-Standard Hours / Standard Truck **CFC-6111 \$150.00 Per HR**

When applicable, includes:

- Service and Maintenance requests for Standard Technician / Standard Vehicle for required service and/or maintenance for any fiber issue resolution (per person / per hour).
- Defined as non-standard hours which is after 6:00PM on weekdays, ALL weekend hours, and ALL holiday hours

Service & Maintenance Field Technicians – *Non-Standard Hours* / Bucket Truck
GS-6112 \$180.00 Per HR

When applicable, includes:

- Service and Maintenance requests for Standard Technician / Standard Vehicle for required service and/or maintenance for any fiber issue resolution (per person / per hour).
- *Defined as non-standard hours which is after 6:00PM on weekdays, ALL weekend hours, and ALL holiday hours*

Basic Supervision

Core Description:

On Trac, Inc will maintain a negotiated management solution to supervise agreed scope of work. Client is directly responsible for documentation of drop/installation into data systems. Will require an available management/operations office or area at Client premises for On Trac use.

Project Supervisor/Foreman

GS-7001 \$900.00 Weekly Fee (0 to 25 installation work orders)

GS-7002 \$450.00 Weekly Fee (26 to 50+ installation work orders)

On Trac, Incorporated will provide an on-site point of contact for Client regarding daily scope of work responsibility. Supervisor will oversee technical team, subcontract labor, and office administrator. Supervisor will divide workday between office/admin functions and fieldwork. Supervisor audits weekly invoicing to Corporate Office and serves as a field contact to Client for field-related matters. Other matters will be directed to off-site Regional Manager and/or Corporate office. Supervisors may not serve in capacity on any matters related to pricing and/or changes in scope.

Administrative/Inventory Support

Includes basic contract administrative functions on behalf of Client. Limited to standard 40-hr workweek.

Core functions include:

- Routing and distributing work/service orders by technician/certification for maximum efficiency- basic management of Client work order processes
- Relaying completed work orders to Client for inclusion into Client database.
- Daily processing of completed work orders into billing systems and preparation/delivery of client-requested back-up documents
- Manage weekly invoicing/billing cycle and research all billing questions
- Internal database management system for all outgoing inventory to technicians through Client warehouse
- Daily material distribution at Client warehouse to On Trac technicians
- Maintenance of technician material usage records
- Basic inventory audit reporting (as necessary)

Procurement & Reimbursements

NOTE: This section applies to materials required to successfully complete work orders to specification that are not either (a) furnished by client, or (b) not standard to common consumable materials as included in unit rates. Examples would include such materials as asphalt fill, concrete replacement, fire caulk, backhoe rental, scissor lift rental, replacement sod, etc.

Reimbursable Materials

GS-8000 \$TBD

When applicable, includes COST+ (10%) for materials not provided by Client.

Reimbursable Equipment / Tool Rental

GS-8001 \$TBD

When applicable, includes COST+ (10%) for additional equipment/tool rental as dictated by work order(s).

Request for Proposal
Contractor to Provide FTTP New Customer Connections
#BD 2020-035
for the
City of Glenwood Springs



Proposal Deadline: November __, 2020, 4:00 p.m. local time

For additional information contact:

Ricky Smith, Procurement Manager

City of Glenwood Springs

(970-384-6445)

Contractor to Provide FTTP New Customer Connections Request for Proposal

SECTION I.

Background and Project Overview

Community Broadband Network has recently begun commercial operation of its new FTTP system. When fully built, the system will pass approximately 5,000 premises (commercial and residential) with a projected FTTP customer base of 30-40%. The project is fully funded as of 2nd quarter 2020. The project is being managed by CBN staff with support from Uptown Services, LLC.

Calix is the electronics vendor and Great Lakes data Systems is the OSS/BSS vendor. The CBN field technicians and all contractor installers will be required to utilize the Great Lakes WinForce Tech platform which enables smart device/handheld access to the OSS platform in the field. The Great Lakes platform is used for all install scheduling, quota management, work order entry and issuance, and inventory management of the ONT's.

We are currently deploying the Calix 716 model (4 data and 2 voice ports) and will be deploying the 803 model (1 data, 1 voice) in the near future, as well as u4 and u6 Routers. CBN is primarily using indoor ONTs, with some external being used for certain commercial installations. Where installations include voice service, we are installing a UPS with internal battery.

Approximately 25% of the CBN network is aerial and would therefore involve an aerial drop into the premise, with the balance being underground connections.

CBN has internally staffed Field Installation technicians and is looking to enhance our volume of connects through a contracted 3rd party Install Contractor.

SECTION II. STATEMENT OF WORK

A. Scope of Services

1. Work Tasks

CBN is seeking a contractor to provide FTTP new customer connections. These connections can include single family residences, Multiple Dwelling Units, and commercial entities. The respondent is encouraged to identify their experience, capabilities, and pricing proposal across all three segments in their response (see Section IV). Additionally, the connections activity will involve external (drop and TAP box) and internal (ONT and inside wiring), or both. The respondent is encouraged to identify their experience, capabilities, and pricing proposal across both internal and external connection tasks in their response (see Section IV).

The end user services being provisioned include the following:

- Residential Internet access
- Residential Voice service (VoIP protocol)
- Commercial Internet access
- Commercial Voice services (VoIP protocol)
- Commercial High Capacity Data Service

Cable TV services are not being offered via the FTTP system.

2. Volume Forecast

CBN has begun construction of the network and anticipates completion by the end of 2016. We forecast the following volume of connect activity over the next 3 years:

	2020	2021
Premises Passed (EOY)	~1000	~5000
Monthly Connects	50/month	50/month growing to 175/month

B. Period of Award

The effective date of providing the required product and services shall be from January 1, 2015 through December 31, 2015 and may be renewable for four additional one-year periods.

If the City desires to extend the contract, not later than thirty (30) days prior to expiration, the City shall send a notice in writing to the vendor requesting firm pricing for the next twelve-month period. After the City evaluates the firm pricing proposal from the vendor, it will determine whether to extend the contract. All awards and extensions are subject to annual appropriation of funds. The provisions of the foregoing paragraphs with respect to extensions of the terms of the contract shall be null and void if the contract has been terminated or revoked during the initial term or any extension thereof. All decisions to extend the contract are at the option of the City.

SECTION III. PROPOSAL SUBMISSION AND RESPONSE FORMAT

Following are the response requirements for this RFP. All specific response items represent the minimum information to be submitted. Deletions or incomplete responses in terms of content or aberrations in form may, at the City's discretion, render the proposal non-responsive.

A. Proposal Submission

Proposals will be accepted electronically at bidresponse@cogs.us. Proposals must be delivered prior to bid due date and time. Late proposals will not be accepted or considered.

Bid Bond:

If certified funds are being provided in lieu of a bid bond those certified funds must be submitted prior to bid due date. Contact Ricky Smith at bidresponse@cogs.us for direction on how to submit those funds.

Late proposals will not be accepted. It is the responsibility of the offeror to ensure that the proposal is received at the City of Glenwood Springs Procurement Department on or before the proposal opening date and time.

B. Response Format

The following items are to be included in your proposal, in the order listed. Deviation from this may render your proposal non-responsive.

1. **Cover Letter.** Include a cover letter introducing your company, summarizing your qualifications, and detailing any exceptions to this RFP (please note that significant exceptions may make your proposal non-responsive). This letter should also provide principal contact information for this RFP, including address, telephone number, fax number, e-mail, and website (if applicable).

2. Use of Subcontractors/Partners

There may be areas for use of subcontractors or partners in this project. If you are utilizing this approach, your proposal must list the subcontractors/partners, their area(s) of expertise, and include all other applicable information herein requested for each subcontractor/partner. Please keep in mind that the City will contract solely with your company, therefore subcontractors/partners remain your sole responsibility.

3. Company Information

- Provide the following information as listed: Company Name, Address, Phone Number, and Names of Principals.
- Identify the year in which your company was established and began providing contract installation services.
- Describe your firm's financial status.
- Please identify any lawsuits or litigation, past or present, that your firm has been a party to.
- Describe any pending plans to sell or merge your company.
- Provide a comprehensive listing of all the services you provide.

4. Evaluation Criterion #1 - e.g., Company and Personnel Qualifications

- a. Provide information from at least three accounts of similar scope. Include, at a minimum, the following information: 1) company name, 2) contact name, 3) phone number, 4) email address, 5) brief description of project scope and current status. The City reserves the right to contact the references provided in your proposal as well as other references without prior notification to you.
- b. Provide the names and resumes of the key personnel that will be performing the proposed services, including the primary project manager.
- c. If applicable, list the names of the subcontractors you expect to use, the services to be provided by the subcontractors and the amount of time that each is expected to spend on the project.

5. Evaluation Criterion #2 - e.g., Project Staffing and Resourcing

- a. Explain the amount of resources for each of the proposed Installation Services identified in your response to Section B6 below, that could be committed to working on this project (by month or quarter). Please present a monthly or quarterly forecast that identifies the volume of connections that could be made as you ramp up staffing for this project.

6. Evaluation Criterion #3 - e.g., Value/Cost of Efforts

- a. Provide a cost for the proposed installation services and any other applicable fees broken down per task (or per hour) listed under the **Scope of Services**, above. Show a breakdown of all reimbursable expenses required to complete the work. These rates will be considered valid throughout the project.

SECTION IV.

PRE-QUALIFICATION:

In order to receive an award for the Fiber Optic Network Construction Services RFP the Contractor must have successfully met the requirements of pre-qualification as described herein. Bids received from bidders who are not pre-qualified will not be opened. A Contractor must possess adequate tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit. The determination of whether a contractor possesses these criteria is at the sole discretion of the City Manager. **Additional criteria for pre-qualification are as follows and must be delivered to the City's Procurement Department, First Floor, 101 West 8th St., Glenwood Springs, 81601, no later than 5:00 p.m. (local time), October , 2020:**

1. Demonstrated record of successful and timely completion of work awarded during the last five years and a minimum of three projects specific to the type of work included in the Scope of Work.
2. Experience shall include aerial and underground fiber construction.
3. Demonstrated ability to bond projects of this size.
4. Attendance of the Mandatory pre-bid meeting

Prequalified firms will receive final network designs for completion of their proposals. Prequalified firms cannot share information the City has deemed as proprietary and/or confidential. Firms must receive written permission from the City prior to sharing any information on network designs.

SECTION V.

Changes

This solicitation for proposals may be canceled by the City of Glenwood Springs, and any request for proposals may be rejected in whole or in part for good cause when in the best interests of the City of Glenwood Springs. The City of Glenwood Springs reserves the right to reject any or all request for proposals or accept what is, in its judgment, the best request for proposal. Award shall be made to the responsible offeror whose request for proposal is determined to be the most advantageous to the City, taking into consideration the evaluation factors set forth in the request for proposal.

Responsibility for Costs

The Respondent bares all costs associated with preparing their given proposal for this project. Glenwood Springs will not reimburse any Respondent for costs associated with preparing their proposal.

BID SECURITY:

The amount and type of Bid Security is stated in the Supplemental Conditions. The required security must be in the form of a certified or bank cashier's check made payable to the City, or a bid bond issued by a surety licensed to conduct business in the state where the Project is located and named in the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Department. The Bid Security of the successful Bidder will be retained until he has executed the Agreement and furnished the required contract Security, whereupon it will be returned. If he fails to execute and deliver the Agreement and furnish the required Contract Security within ten days of the Notice of Award, City may annul the Notice of Award and the Bid Security of that Bidder will be forfeited. The Bid Security of any Bidder whom the City believes to have a reasonable chance of receiving the award may be retained by City until the earlier of the seventh day after the executed Agreement is delivered by City to Contractor and the required Contract Security is furnished or the sixty-first day after the Bid opening. Bid Security of other Bidders will be returned within seven days of bid opening.

RESPONSE TO QUESTIONS: Questions which arise during the Response preparation period regarding issues around this Solicitation, purchasing and/or award should be directed, in writing, via fax, email or U.S. mail, to Ricky Smith, Purchasing Manager, Purchasing Department, City of Glenwood Springs, 101 West 8th Street, Glenwood Springs, Colorado 81601, bidresponse@coqs.us, fax number 970-945-2597. The vendor submitting the question shall be responsible for ensuring that the question is received by the Purchasing Manager at least seven calendar days prior to the scheduled opening of the Solicitation.

Any official interpretation of this Solicitation must be made by an agent of the City's Purchasing Department who is authorized to act on behalf of the City. The City shall not be responsible for interpretations offered by employees of the City who are not agents of the City's Purchasing Department.

Exceptions: All exception taken to the requirements of this Request for Proposal must be listed on a separate sheet of paper and included with the proposal submissions.

BID FORM

FOR: _____

(Project Name)

TO: _____

(Owner)

(Address)

(City)

(State)

(Zip)

GENTLEMEN:

The undersigned (hereafter called the Bidder), a _____

(Corporation, Partnership or Individual)

_____, organized and/or doing business under the laws of the State of _____, hereby proposes and agrees to furnish all the necessary labor, materials, equipment, tools and services necessary for the completion of all work stipulated in, required by, and in accordance with, the proposed contract documents hereto attached and the plans and other documents referred to therein (as altered, amended or modified by all addenda thereto). All in accordance with the Drawings, Specifications and other Contract Documents prepared by _____, for the sum as stated in the totals for the items proposed, plus any and all sums to be added and/or deducted resulting from all extra and/or omitted work in accordance with the requirements of the Supplemental Conditions, Technical Specifications and with the unit and/or lump sum prices stated in the items bid form attached hereto.

The undersigned has examined the location of the proposed work, the Drawings, Specifications and other Contract Documents and is familiar with the local conditions at the place where the work is to be performed.

The undersigned Bidder hereby agrees to commence work under this contract on or before a date specified in the "Notice to Proceed" and to fully complete the project within 30 consecutive calendar days thereafter.

The undersigned Bidder further agrees to pay as liquidated damages, the sum of \$250.00 for each consecutive day thereafter as hereinafter provided in the Supplemental Conditions.

The undersigned Bidder hereby acknowledges receipt of any and all of the following Addenda:

Addendum No.

Dated

The Bid guarantee, the performance and payment bond, time of completion and other requirements related to the bid shall be in accordance with either the Supplementary Conditions, Technical Specifications, Contract Documents or the items listed below:

OTHER REQUIREMENTS BY OWNER:

In the event this Bid is selected and a contract awarded to the undersigned, the following surety or sureties will sign the required Performance and Payment Bond:

_____	_____
_____	_____
_____	_____

The following proposed items form a part of the Bid:

DATE: _____

Signature:

If an Individual: _____ doing
business as _____

If a Partnership: _____
By _____, member of Firm

If a Corporation: _____
By _____
Title _____

ATTEST: _____

Secretary

(CORPORATE SEAL)

Business Address of Bidder _____

If Bidder is a corporation, supply the following information:

State in which incorporated _____

Name and address of its:

President _____

Secretary _____

BID BOND

Know all men by these Presents, that we, the undersigned, _____

(Name of Contractor)

_____ as Principal and

(Address of Contractor)

_____ as Surety, are

(Name and address of Surety)

hereby held and firmly bound unto _____

(Name of Owner)

as OWNER in the penal sum of _____ for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors, and assigns.

Signed, this _____ day of _____, 2020.

The Condition of the above obligation is such that whereas the Principal has submitted to _____ a certain BID, attached hereto and hereby made a part hereof to enter a contract in writing for the _____.

NOW, THEREFORE,

(a) If said BID shall be rejected, or

(b) If said BID shall be accepted and the Principal, shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID) and shall furnish a BOND for his faithful performers of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by an extension of the time within which the OWNER may accept such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above

(Principal, Contractor)

(Surety)

BY: _____

IMPORTANT – Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

AGREEMENT

THE AGREEMENT, made this _____ day of _____, 2020 by and between the **City Of Glenwood Springs** herein called "OWNER" and _____, doing business as (an individual,) or (a partnership,) or (a corporation,) herein called "CONTRACTOR". WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the construction of _____
_____ (the PROJECT).
2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor, and other services necessary for the construction and completion of the PROJECT described herein.
3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within ____ calendar days after the date of the NOTICE TO PROCEED and will complete the same within ____ calendar days, unless the period for the completion is extended otherwise by the CONTRACT DOCUMENTS.
4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of \$ _____, or as shown in the BID schedule.
5. The term "CONTRACT DOCUMENTS" means and includes the following:
 - Submitted Proposal
 - Invitation to Bid Cover Sheet
 - Instructions to Bidders
 - Bid Form
 - Bid Bond
 - Agreement
 - Notice of Award
 - Notice to Proceed
 - Change Order
 - Performance Bond
 - Payment Bond
 - Supplemental Conditions
 - Technical Specifications
 - Scope of Work
 - Contractor's Application for Payment
 - Contractor's Application Progress Estimate
 - Contractor's Application Stored Materials Summary
 - Technical Specifications
 - Addendum to Professional Services Agreement

SPECIFICATIONS prepared or issued by _____ dated _____

ADDENDA:

No. _____ dated _____, 2020.

No. _____ dated _____, 2020.

No. _____ dated _____, 2020.

6. The OWNER will pay the CONTRACTOR in the manner and at such times as set forth in the Technical Specifications such amounts as required by the CONTRACT DOCUMENTS.

7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in three (3) counterparts, each of which shall be deemed an original on the date first above written.

(SEAL)

OWNER:

ATTEST:

City Of Glenwood Springs

By _____

Name _____

Name _____

(Please type)

Title _____

Title _____

Address: 101 W. 8th St., Glenwood Springs, CO 81601, Telephone: 970-384-6445

(SEAL)

CONTRACTOR:

ATTEST:

By _____

Name _____

Name _____

(Please type)

(Please type)

Title _____

Title _____

Address: _____

Telephone: _____

NOTICE OF AWARD

To: (Contractor) _____
(Address) _____
(City, State, Zip) _____

Project Description: _____

The OWNER has considered the BID submitted by you for the above-described WORK in response to its Invitation to Bid dated _____, 2020, and Instruction to Bidders.

You are hereby notified that your BID has been accepted for items in the amount of \$_____.

You are required by the Instructions to Bidders to execute the Agreement and furnish the required CONTRACTOR'S Performance BOND and certificates of Insurance within ten (10) days from the date of this Notice, or said OWNER will be entitled to consider all your rights arising out of said OWNER'S acceptance of your BID as null and void and your BID SECURITY will be forfeited immediately to said OWNER as an agreed of liquidated damages

Dated this _____ day of _____, 2020.

City of Glenwood Springs (Owner)

By _____

Title _____

Address _____

Telephone _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged

by _____, this the _____ day of _____, 2020.

By _____

Title _____

Telephone _____

NOTICE TO PROCEED

To: (Contractor) _____ Date: _____, 2020
(Address) _____ Project: _____
(City, State, Zip) _____

You are hereby notified to commence WORK in accordance with the Agreement dated _____, 2020 on or before _____, 2020 and you are to complete the WORK within ____ consecutive calendar days thereafter. The date of completion of all WORK is therefore _____, 2020

City of Glenwood Springs
(OWNER)

By _____

Title _____

Address _____

Telephone _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged

by _____,

(CONTRACTOR)

this the _____ day of _____, 2020.

By _____

Title _____

Telephone _____

CHANGE ORDER

Order No. _____

Date _____

Agreement Date _____

NAME OF PROJECT: _____

OWNER: _____

CONTRACTOR: _____

The following changes are hereby made to the CONTRACT DOCUMENTS:

Justification:

Change to CONTRACT PRICE:

Original CONTRACT PRICE: \$ _____

Current CONTRACT PRICE adjusted by previous CHANGE ORDER \$ _____

The CONTRACT PRICE due to this CHANGE ORDER will be (increased) (decreased) by

\$ _____

The New CONTRACT PRICE including this CHANGE ORDER will be \$ _____

Change to CONTRACT TIME:

The CONTRACT TIME will be (increased) (decreased) by _____ calendar days.

The date for completion of all work will be _____ (Date).

APPROVALS REQUIRED:

Approved by Project Manager: _____

Accepted by Contractor: _____

Accepted and Approved by Owner: _____

Federal Agency Approval (where applicable): _____

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____, herein called Principal, and

(corporation, partnership or individual)

(Name of Surety)

(Address of Surety)

duly organized and doing business under and by virtue of the laws of the State of _____, or registered to do business within the State of Colorado, and duly licensed for the purpose of making, guaranteeing, or becoming sole surety upon bonds or undertaking required or authorized by the State of Colorado, hereinafter called Surety, are held and firmly bound unto

The City of Glenwood Springs

101 West 8th Street

Glenwood Springs, CO 81601

Herein called Owner in the penal sum of _____ Dollars (\$_____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents. THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the _____ day of _____, 2020, a copy of which is hereto attached and made a part hereof for the construction of:

NOW, THEREFORE, if Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreement of said contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety and during the one-year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default,

then this obligation shall be void; otherwise to remain in full force and effect.

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

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

IN WITNESS WHEREOF, this instrument is executed in three (3) counterparts, each one of which shall be deemed an original, this the _____ day of _____, 2020.

ATTEST/WITNESS

Principal (Contractor)

(Principal) Secretary

By _____

(SEAL)

(Address)

ATTEST/WITNESS:

(Surety)

(Surety) Secretary

By _____

Attorney-in-Fact

(SEAL)

(Address)

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____, herein called Principal, and
(corporation, partnership or individual)

(Name of Surety)

(Address of Surety)

duly organized and doing business under and by virtue of the laws of the State of _____, or registered to do business within the State of Colorado, and duly licensed for the purpose of making, guaranteeing, or becoming sole surety upon bonds or undertaking required or authorized by the State of Colorado, hereinafter called Surety, are held and firmly bound unto

The City of Glenwood Springs

101 West 8th Street

Glenwood Springs, CO 81601

Herein called Owner in the penal sum of _____ Dollars (\$_____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents. THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the _____ day of _____, 2020, a copy of which is hereto attached and made a part hereof for the construction of:

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

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

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

IN WITNESS WHEREOF, this instrument is executed in three (3) counterparts, each one of which shall be deemed an original, this the _____ day of _____, 2020.

ATTEST/WITNESS

Principal (Contractor)

(Principal) Secretary

By _____

(SEAL)

(Address)

ATTEST/WITNESS:

(Surety)

(Surety) Secretary

By _____

Attorney-in-Fact

(SEAL)

(Address)

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND.

Accompany this BOND with Attorney-in-Fact's authority from the Surety to execute the BOND, certified to include the date of the BOND.

SUPPLEMENTAL CONDITIONS

1. GENERAL DESCRIPTION OF WORK

Work under this contract shall include all labor, materials and equipment necessary to complete the Fiber Optic Network Construction Services Project for the City of Glenwood Springs.

2. SCHEDULING OF WORK

The contractor shall submit a schedule showing the order in which the Contractor proposes to carry on the work including the estimated number of working days elapsed, when the major parts are to begin, and the estimated number of calendar days required to complete the major parts. Said schedule shall be subject to the approval of the City. Should the City be of the opinion that, any schedule of operation as thus submitted is inadequate to secure the completion of the work in the time agreed upon or otherwise not in accordance with the specifications or the work is being inadequately or improperly prosecuted in any respect, the City may demand that the Contractor submit a new schedule and improve or change the prosecution of the work in such a manner as to ensure proper and timely execution.

The project shall be started in early summer of 2020 and be completed by December 31, 2020. The Contractor shall use this time frame or one of less time to develop a schedule.

3. MAINTENANCE AND GUARANTEE

The Contractor hereby guarantees that the entire work constructed by him under the contract will fully meet all requirements of the contract as to quality of workmanship and materials furnished by him. The Contractor hereby agrees to make at his own expense, any repairs or replacement caused by defects in materials or workmanship supplied by him that became evident within one year after the date of substantial completion. The Contractor shall restore to full compliance with the requirements of these specifications any part of the appurtenant works which, during the one-year period, is found to be deficient with respect to any provisions of the specifications. The Performance Bond, equal to 100% of the contract amount, shall remain in full force and effect through the guarantee period.

The Contractor shall make all repairs and replacements promptly upon notice by the City, which shall be confirmed in writing. If the Contractor fails to make such repairs and replacements promptly, the City may do the work and the Contractor and his surety shall be liable to the City for the cost thereof.

4. SUBCONTRACTORS

The work shall be done under the personal supervision of the Contractor. No part of this contract or any interest therein shall be sub-let or transferred without the written consent of the City. No such written consent shall in any way whatsoever release the Contractor from any obligation, either to the City or the persons employed by the subcontractors. In all cases, the subcontractors are to be considered merely as foreman, employed by the Contractor, and with other foremen employees of the Contractor, are subject to discharge. If the Contractor shall desire to sublet any portion of the work performed under this contract, he shall make written application to the City for permission to sublet. Such written application shall state the portion of the work to be so sublet, the name of the person to whom he proposes to sublet the work, the subcontractors experience with similar projects, and the equipment and/or materials the subcontractor will be using. The City is not to be understood as in any way assenting to the subletting of any portion of the contract unless his assent thereto is given in writing. By

subletting any portion of this contract without written consent, the Contractor shall forfeit all right to any estimate of payment for the work done by such subcontractor.

5. WORK BY OTHERS

N/A

6. PRE-CONSTRUCTION CONFERENCE

Prior to the start of construction, a pre-construction conference will be held with the representative of the City, Project Manager, and Contractor. Time and place of the conference will be determined by the Project Manager. The purpose of the conference will be to discuss the following items relating to the project:

- a. Progress reports.
- b. Scheduling of Project Work (i.e. work hours, weekday and weekend).
- c. Submittals.
- d. Fire Prevention and Safety Requirements.
- e. Procedures for Partial and Final Payments.
- f. Contractor's compliance with required environmental permits
- g. Coordination with Utility Companies.
- h. Special requirements of the City.
- i. Identifying staging areas, and storage areas of materials

7. COMMUNICATIONS

1. All notices, demands, requests, instructions, approvals, bids and claims must be in writing.
2. All minor changes must be approved by the Project Managers.
3. Any notice to or demand upon the Contractor shall be sufficiently given if so delivered at the office of the Contractor stated on the Invitation to Bid Cover sheet (or at such other office as the Contractor may from time to time designate). The notice shall be in a sealed, postage prepaid envelope or delivered with charges prepaid to any legal delivery company transmission in each case addressed to such office.
4. All papers required to be delivered to the City shall, unless otherwise specified in writing to the Contractor, be delivered to the office of the City of Glenwood, City Procurement Manager, First Floor, 101 W. 8th Street, Glenwood Springs, Co. 81601, and any notice to or demand upon the City shall be sufficiently given if so delivered, or if deposited in the United States mail in a sealed, postage-prepaid envelope, or delivered with charges prepaid to any legal delivery company for transmission to said City at such address, or to such other representatives of the City or to such other address as the City may subsequently specify in writing to the Contractor for such purposes.
5. Any such notice shall be deemed to have been given as of the time of actual delivery of (in case of mailing) when the same should have been received in due course of post, or in the case of telegrams, at the time of actual receipt, as the case may be.

8. MATERIALS

All materials employed in permanent construction shall be new, full weight, in first-class condition and suitable for

space provided. All similar materials shall be of one manufacturer.

9. “OR EQUAL”

All materials and equipment specified herein are subject to an “OR EQUAL” provision. With each request, the Contractor shall submit supporting data, including but not limited to:

- a. Drawings and samples as appropriate, with a specific record of performance.
- b. Comparison of the qualities of the proposed item with that specified.
- c. Changes required in other elements of the work because of the substitution.
- d. Name, address, and telephone number of vendor who is supplying the proposed item.
- e. Manufacture’s literature regarding installation, operation, and maintenance, including schematics for electrical and hydraulic systems, lubrication requirements, and parts lists. Describe the availability of maintenance service and warranties and state source of replacement materials.

10. STORAGE OF MATERIALS

Materials shall be so delivered, stored and handled as to assure the preservation of their quality and fitness for the work. Packaged materials shall be stored in original containers clearly identified with Manufacture’s name, brand and model number. Stored materials, even though approved before storage, may again be inspected prior to their use in the work. Stored materials shall be located so as to facilitate their prompt inspection.

Private property shall not be used for material storage purposes without written permission of the City or Lessee. If requested by the Project Manager, copies of such written permission shall be furnished to him. All sites required for material shall be restored to their original condition by the Contractor at no additional expense to the City. Unless Contractor storage areas are otherwise provided, materials shall be stored in public rights of way or easements as established.

The Contractor shall be responsible for protecting all materials from damage, vandalism or theft. Materials shall be stored in such a manner so as not to create a hazard to the public or adjoining property.

11. TESTING OF MATERIALS

1. All tests and inspections as required by codes, ordinances or for material certification and construction as noted in the specifications, shall be paid by the City except those tests specifically noted in the General Conditions herein as being paid by the Contractor. The City and Project Manager reserve the right to employ any testing certified company to perform a specific category of testing as may be noted herein. The costs of testing not paid by the City shall be paid by the Contractor and shall be included in the cost of the associated item of work as defined in the method of measurement and basis of payment noted in the specifications.

2. Tests shall be made by an independent testing laboratory and be acceptable to the City and Project Manager. Except as otherwise provided, sampling of materials, testing methods and testing equipment shall be in accordance with the latest standard or tentative method of the referenced specification.

3. Tests and procedures to be performed by the Contractor shall conform to the requirements of technical specifications, the referenced specifications and as otherwise required by the Project Manager.

12. SALES AND USE TAX

Sales tax shall not be included in the unit prices on the Bid Schedule. The City of Glenwood Springs, Co. is a tax-exempt entity. The Prime Contractor must apply to the Colorado Dept. of Revenue for a tax-exempt number using Form DR-172. The tax-exempt number of the City is 98-04162. It will be the responsibility of the Contractor to include appropriate subcontractor and suppliers on the form.

13. INSURANCE

INDEMNIFICATION: The successful Contractor shall indemnify and hold the City harmless from any and all claims, liabilities, losses and causes of action which may arise out of the fulfillment of the Vendor's contractual obligations as outlined in this Solicitation. The Contractor or its insurer(s) shall pay all claims and losses of any nature whatever in connection therewith, and shall defend all suits, in the name of the City when applicable, and shall pay all costs and judgments which may issue thereon.

INSURANCE: The Contractor shall purchase and maintain at its own expense, insurance which is at least as broad, and with limits at least as great as outlined below:

General Liability

Policy form: Occurrence
Policy Aggregate \$ 2,000,000
Products/completed operations aggregate 2,000,000
Each occurrence limit 1,000,000
Personal & advertising injury limit 1,000,000
Products/completed operations
Defense in excess of limits
Per location / per job aggregate limit
Blanket contractual
Independent contractors
Primary & non-contributory
Show Waiver of Subrogation in favor of the City
All locations / operations (if not, show city job/location specifically)
Name the City as "Additional Insured"

Automobile Liability:

Combined single limit:..... \$ 1,000,000
Any auto (or Hired & Non-owned, if you own no vehicles)
Show Waiver of Subrogation in favor of the City
Primary & non-contributory
Auto pollution liability (IF you carry any hazardous cargo)
(If the Vendor is providing repairs to City vehicles on the Vendor's property, the Vendor shall possess Garage Liability Insurance, covering premises, auto and completed operations)
Name the City as "Additional Insured"

Workers' Compensation:

Workers Compensation benefits: per Colorado Statute
Employers liability – limit per accident \$ 100,000

Employers liability – limit per disease 100,000
Employers liability – disease aggregate 500,000
All owners/officers who will be on City property or job site must be covered
Show Waiver of Subrogation in favor of the City
Coverage must apply to workers in Colorado

Insurance companies providing the coverage's specified above must be authorized to do business under the laws of the State of Colorado and must be rated no less than "A-" by A.M. Best Company. Issuance of a contract is contingent upon verification of all required coverage.

The City will not purchase property insurance or a "builder's risk" policy as described in General Conditions Section 5.06.

14. UTILITIES AND UTILITY COORDINATION

Any electrical power needs of the Contractor, beyond what is on site, must be supplied by the Contractor.

The Contractor shall provide, at his expense, all necessary utilities required for his operations under the contract. The Contractor shall provide and maintain in good order such modern equipment and installations to perform the work in a safe and satisfactory manner.

The Contractor shall have the authority and responsibility for coordination of work with the utility companies, including City owned utilities.

15. PERMITS

Contractor will be responsible for obtaining all permitting for this project. Contractor will be responsible for obtaining a City business license prior to issuance of an agreement.

16. ADVANCE NOTICE OF WORK

N/A

17. WORKMANSHIP

1. The Contractor shall employ only trained, competent and skillful workmen to perform the work. Whenever the Project Manager shall notify the Contractor in writing that, in his opinion, a workman on the job site is incompetent, disorderly or improperly performing the contract work, the Contractor shall forthwith remove such person and not employ such person on any part of the work without written consent of the Project Manager.

2. The City or Project Manager may stop any work or any part of the work performed by the Contractor if the methods or conditions are such that unsatisfactory work might result, or if improper materials or workmanship are being used. The work shall not resume until remedial action is taken by the Contractor and approval for resumption of work is given by the City or the Project Manager. Any period of work stoppage for improper work will not entitle the Contractor to additional compensation or an extension to the contract Time of Completion.

18. APPLICABLE SAFETY CODE AND SITE CONDITIONS

1. All work shall be in conformance with Applicable Safety Codes. Applicable safety Code shall mean the latest edition including and all amendments, revisions and additions thereto of the Federal Department of Labor, Occupational Safety and Health Administration's "Occupational Safety and Health Standards" and "Safety and Health Regulations for Construction", of the State of Colorado, Department of Labor and Employment, whichever is the more stringent for the applicable requirement.
2. Appropriate first aid facilities and supplies shall be kept at the work site, and the Contractor shall provide and maintain all measures as required by the State Industrial Commission.
3. The Contractor shall be solely responsible for safety on the project and shall designate a responsible member of his organization on the project whose duty shall be the prevention of accidents. This person shall have full authority to act on behalf of the Contractor.

19. CLEAN UP

No separate measurement or payment will be made for clean-up and dress-up of the construction site, or haul of materials from the project site. This work shall be considered incidental to the related item of work and any associated costs shall be the Contractor's responsibility.

1. The Contractor shall maintain a safe and clean work area to the maximum extent practicable and remove all waste containers, pallets, trash and debris, etc., from the premises at **regularly scheduled periods for the duration of the work.**
2. The Contractor shall provide a trash dumpster if necessary and haul directly to a legally designated landfill as needed. Trash shall not be allowed to be stored on the work site and it shall be prevented from blowing onto adjoining properties.
3. The project work site and all affected areas shall be dressed-up and finish graded to the satisfaction of the Project Manager and City at **regular intervals throughout the project work** and prior to the final acceptance of the project. The project area shall be restored to same or better condition as before construction.

20. FINAL INSPECTION

1. When improvements contained in the Contract are substantially complete, the Contractor shall notify the City or the Project Manager in writing that the work will be ready for inspection on a given date as stated in the notice. The notice should be given at least **ten (10) calendar days** prior to the date stated for inspection.
2. The Project Manager will require a Pre-Final inspection of the completed work. For all the work items not in conformance with the contract documents, the Project Manager will provide the Contractor with a "Punch List" of work items to be completed or corrected by the Contractor.
3. Upon completion of any "Punch List" items required of the Contractor, the Contractor shall give notice to the Project Manager requesting a Final Inspection and acceptance of the project work. If after the Final Inspection, all contract work is acceptable to the City and Project Manager, the Contractor may request final payment on the Contract.

Prior to final payment, the City shall publish a "Notice of Final Payment" to guarantee that all parties to the contract, i.e., sub-contractors, suppliers, etc. have been paid. The City may require that the Contractor provide additional information to substantiate payment to suppliers and sub-contractors.

21. LITIGATION

If any litigation from any claims, disputes or other matters in question arising out of or relating to this agreement, or the breach thereof, the successful party in the litigation shall be entitled to reasonable legal expenses as part of any judgment.

22. LIQUIDATED DAMAGES

Should the Contractor fail to complete the work, or any part thereof, in the time stipulated in the Agreement or within such extra time as may have been allowed for delays by extensions granted as provided in the Contract Documents, the Contractor shall reimburse the Owner for the additional expense and damage for each calendar day, Sundays and holidays excluded, that the Contract remains uncompleted after the Contract completion date. It is agreed that the amount of such additional expense and damage incurred by reason of failure to complete the work is the per diem rate stipulated on the Bid form. The said amounts are hereby agreed upon as liquidated damages for the loss to the Owner because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Owner would in such event sustain.

It is expressly understood and agreed that this amount is not to be considered in the nature of a penalty, but as liquidated damages which have accrued against the Contractor; and the Owner is authorized to deduct the amount of such damages from any monies due the Contractor for work performed or material furnished under this Agreement; and the Contractor and his Sureties shall be liable for any excess.

The Contractor agrees to pay as liquidated damages, the sum of \$1,000.00 for each consecutive day that the project schedule extends past the proposed and City approved contractors schedule, including any approved Change Orders modifying the schedule duration or approved weather condition delay days approved by the City thus modifying the original schedule.

24. PAY ESTIMATES

N/A

25. SITE CONDITIONS

The Contractor shall provide on-site sanitary facilities, safe working conditions and emergency medical aid for workmen on the project site. **Construction equipment, tools, materials and workmen's private vehicles** shall be located in areas designated by the Project Manager or the City. Construction related items **shall not** interfere with traffic, utilities, or access to private property.

The Contractor shall maintain the project site in a safe condition for the general public by the use of barricades, fencing, and traffic warning devices in accordance with the MUTCD. Construction materials on the construction site shall be stored and secured so as not to become a hazard or otherwise endanger the public or property.

The Contractor shall confine all material storage and construction activity to the limits established by the City and Project Manager. The Contractor, Sub-Contractor and their workmen **shall not park equipment or vehicles outside of the established construction limits**. As required to confine the construction activity or as otherwise requested by the Project Manager, the Contractor **will be** required to install and maintain temporary construction fencing for the duration of the project work.

The Contractor shall protect all trees and shrubs in the vicinity of the contract work. Any damage or destruction of trees and shrubs will require replacement by the Contractor at no additional cost to the City.

26. HOLIDAYS

The Contractor shall not work on legal holidays, Saturdays, Sundays or night time hours (before 7 am or after 6 pm) without permission from the Project Manager, and the Contractor shall be responsible for any additional costs incurred by the City due to such work.

27. EXTRA WORK

N/A

28. INSPECTION

The City will provide inspection of the work. The Contractor shall not cover any work until inspected by the Project Manager or his representative. The Project Manager may require work not inspected to be uncovered for inspection with no additional cost to the City.

29. CITY SUPPLIED MATERIALS

N/A

30. CONSTRUCTION ACCESS AND CONTRACTOR TRAILER

If additional construction access other than provided by the City is required by the Contractor to perform any construction activity, the Contractor shall be responsible for obtaining such access from private property owners. Such access obtained by agreement between the private property owner and the Contractor shall be obtained in writing in advance of the project work. A copy of any written approval for such access shall be provided to the Project Manager.

The Contractor shall locate the contractor trailer at a site designated or approved by the City. The Contractor shall be responsible for the security of the Contractor's storage area, Contractors trailer and its contents including any record documents relating to the contract work.

31. RESPONSE TO QUESTIONS

Questions which arise during the Response preparation period regarding issues around this Solicitation, purchasing and/or award should be directed, in writing, via fax, email or U.S. mail, to Ricky Smith, Contracts Coordinator, Procurement Department, City of Glenwood Springs, 101 West 8th Street, Glenwood Springs, Colorado 81601, ricky.smith@cogs.us, fax number 970-945-2597. The contractor submitting the question shall be responsible for ensuring that the question is received by the Procurement Manager at least **seven (7) calendar days** prior to the scheduled opening of this Solicitation.

An agent of the City's Procurement Department who is authorized to act on behalf of the City must make any official interpretation of this Solicitation. The City shall not be responsible for interpretations offered by employees of the City who are not agents of the City's Procurement Department.

32. PROJECT MANAGER

Michael Gardner will be the Project Manager for this work.

33. CONFLICTS WITHIN THE CONTRACT DOCUMENTS

The General Conditions, these Supplemental Conditions, the Plans, Technical Specifications and all supplementary documents are essential parts of the Contract, and a requirement occurring in one is as binding as occurring in all. They are intended to be complementary and to describe and provide for a complete work.

In case of a discrepancy, the order of precedence is as follows:

1. Any Addenda issued
2. Contract Plans
3. The Supplemental Conditions
4. The General Conditions
5. Shop Drawings
6. Standard Plans

The Contractor shall not take advantage of any apparent error or omission in the Contract. If the Contractor discovers an error or omission, the Project Manager shall be immediately notified. The Project Manager will make corrections and interpretations as necessary to fulfill the intent of the Contract.

34. BID DOCUMENTS

Contractors will be provided with one set of bid documents.

35. REFERENCES FOR SIMILAR PROJECTS

All Bidders must submit a list of at least three (3) references that they have provided for similar type projects. If reference list is not submitted at time of Bid then their Bid may be considered as non-responsive.

36. BONDING REQUIREMENTS

1. The successful Contractor must provide a Performance Bond and Payment Bond, equal to 100% of the contract amount. The Performance Bond shall remain in full force and effect through the guarantee period.

2. Each Bid must be accompanied by a bid bond, or certified check, in the amount of 5% of the bid. The Bid guarantees accompanying the three lowest bids may be held until the contract is awarded provided this period does not exceed 60 calendar days. The Bid Guarantees accompanying the other bids will be returned promptly after the bid prices have been compared.

If your bid is being submitted electronically and if the bid security is in the form of certified funds, those funds **MUST** be received prior to the bid opening date and time.

37. RETAINAGE

(1)(a) A public entity awarding a contract exceeding one hundred fifty thousand dollars for the construction, alteration, or repair of any highway, public building, public work, or public improvement, structure, or system shall authorize partial payments of the amount due under such contract at the end of each calendar month, or as soon thereafter as practicable, to the contractor, if the contractor is satisfactorily performing the contract. The public

entity shall pay at least **ninety-five percent (95%)** of the calculated value of completed work. The withheld percentage of the contract price of any contracted work, improvement, or construction may be retained until the contract is completed satisfactorily and finally accepted by the public entity.

(b) The public entity shall make a final settlement in accordance with [section 38-26-107, C.R.S.](#), within sixty days after the contract is completed satisfactorily and finally accepted by the public entity.

(c) If the public entity finds that satisfactory progress is being made in any phase of the contract, it may, upon written request by the contractor, authorize final payment from the withheld percentage to the contractor or subcontractors who have completed their work in a manner finally acceptable to the public entity. Before the payment is made, the public entity shall determine that satisfactory and substantial reasons exist for the payment and shall require written approval from any surety furnishing bonds for the contract work.

(2) Whenever a contractor receives payment pursuant to this section, the contractor shall make payments to each of his subcontractors of any amounts actually received which were included in the contractor's request for payment to the public entity for such subcontracts. The contractor shall make such payments within seven calendar days of receipt of payment from the public entity in the same manner as the public entity is required to pay the contractor under this section if the subcontractor is satisfactorily performing under his contract with the contractor. The subcontractor shall pay all suppliers, sub-subcontractors, laborers, and any other persons who provide goods, materials, labor, or equipment to the subcontractor any amounts actually received which were included in the subcontractor's request for payment to the contractor for such persons, in the same manner set forth in this subsection (2) regarding payments by the contractor to the subcontractor. If the subcontractor fails to make such payments in the required manner, the subcontractor shall pay said suppliers, sub-subcontractors, and laborers interest in the same manner set forth in this subsection (2) regarding payments by the contractor to the subcontractor. At the time the subcontractor submits a request for payment to the contractor, the subcontractor shall also submit to the contractor a list of the subcontractor's suppliers, sub-subcontractors, and laborers. The contractor shall be relieved of the requirements of this subsection (2) regarding payment in seven days and interest payment until the subcontractor submits such list. If the contractor fails to make timely payments to the subcontractor as required by this section, the contractor shall pay the subcontractor interest as specified by contract or at the rate of fifteen percent per annum whichever is higher, on the amount of the payment which was not made in a timely manner. The interest shall accrue for the period from the required payment date to the date on which payment is made. Nothing in this subsection (2) shall be construed to affect the retention provisions of any contract.

39. PRE-BID/PROPOSAL CONFERENCE IS MANDATORY

Contrators must Michael Gardner at Michael.gardner@cogs.us to receive the call-in number for the mandatory pre-bid meeting.

40. WARRANTY SHALL BE FOR SPECIFIC PERIOD: In addition to all other warranties that may be supplied by the Vendor, the Vendor shall warrant its product and/or service against faulty labor and/or defective material for a minimum period of two (2) years after the date of acceptance of the labor, materials and/or equipment by the City. This warranty requirement shall remain in force for the full period identified above, regardless of whether the Vendor is under contract with the City at the time of defect. Any payment by the City on behalf of goods and services received from the Vendor does not constitute waiver of these warranty provisions.

City of Glenwood Springs
Addendum to Professional Services Agreement

Work By Illegal Aliens Prohibited. Pursuant to Section 8-17.5-101, C.R.S., *et. seq.*, as amended, Contractor warrants, represents, acknowledges, agrees and certifies that:

1. Contractor does not knowingly employ or contract with an illegal alien who will perform work under this agreement. Contractor shall not knowingly enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien who will perform work under this Agreement.
2. Contractor will participate in the electronic employment verification program created in Public Law 208, 104th Congress, as amended, and expanded in Public Law 156, 108th Congress, as amended, and jointly administered by the Department of Homeland Security and the Social Security Administration, or its successor program (hereinafter, "E-Verify Program") or will participate in the "Department Program" as established in §8-17.5-102(5)(c), C.R.S., as amended, in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.
3. Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this agreement through participation in the E-Verify Program or the Department Program.
4. Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.
5. If Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, Contractor shall be required to:
 - (a) notify the subcontractor and the City within three (3) days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
 - (b) terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to this subparagraph the subcontractor does not stop employing or contracting with the illegal alien; except that Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
6. If Contractor participates in the Department Program, Contractor shall provide a notarized written affirmation to City that Contractor has, as required by the Department Program, examined the legal work status of employees hired to perform work under this Agreement and shall comply with all other requirements of the Department Program. (A sample contract affirmation may be obtained at: <http://www.coworkforce.com/lab/pcs/default.asp>)
7. Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment ("Department") made in the course of an investigation that the Department is undertaking pursuant to its legal authority.
8. Nothing in this Addendum shall be construed as requiring Contractor to violate any terms of participation in the E-Verify Program.
9. If Contractor violates this Addendum, the City may terminate this Agreement for breach of contract. If this Agreement is so terminated, Contractor shall be liable for actual and consequential damages to the City arising out of said violation.

CONTRACTOR

DATE: _____

BY: _____



City Council
STAFF REPORT
City of Glenwood Springs
January 7, 2021

Agenda Item: Water Treatment Plant and No Name Tunnel Vendor Selection per BD2020-039

Action Requested: Approval of Bid BD2020-039 Award to Moltz Construction, Inc for \$1,671,500 as the low qualified bidder for the No Name Tunnel and Water Treatment Plant upgrades.

Department: Public Works

Presented By: Matthew Langhorst, Public Works Director

Background Info: The City of Glenwood Springs has been working on Water Treatment Plant and No Name tunnel upgrade designs since the 32,631 acre Grizzly Creek Fire broke out on August 10th, 2020. City staff were immediately in contact with State and local experts on what to expect out of the burn area as wild fires can cause higher sediment loads, heavy metals and ash loading out of watersheds for years after the fires have been put out. The City has not upgraded its water treatment plant filters since 1977 when they were originally installed and the City has not upgraded the pretreatment building sediment/particulate plates since their construction in 1993/1994. This new equipment and plates in the pretreatment plant will increase our ability to take sediment laden water by 4 fold from existing conditions, upgrades filters will allow us to backflow materials out quicker and the addition of the plate system in the No Name tunnel will help keep some of the heavy sediment out of the raw water piping system, water tanks and out of the plant. The City has already pre-purchased several long lead time pieces of equipment and materials for the project, the contractor is under obligation per this bid to purchase the remaining items and provide the labor needed to complete the projects. Major completion of the work has been set as April 20th, 2021 with final completion set for May 31st, 2021. The work must be completed prior to spring runoff 2021, which generally starts late May to early June. City Staff is working on outside funding sources for this work, until then reserves will be used to pay for the costs. The project was originally estimated to be between \$8-10 million dollars with the mixing/blending structure included, with the removal of the large blending structure and more efficient pretreatment design, the estimate is now down to \$3.6 million.

Issues: None

Staff Recommendation: Staff is recommending approval of Bid BD2020-039 Award to Moltz Construction, Inc for \$1,671,500 as the low qualified bidder for the No Name Tunnel and Water Treatment Plant upgrades.

**CITY OF GLENWOOD SPRINGS
WATER TREATMENT SYSTEM IMPROVEMENTS - BD2020-039**

Bidder	Name	Bid Price
1	Moltz Construction, Inc.	\$1,671,500.00
2	TKF Contracting	\$1,802,870.00
3	Gould Construction, Inc.	\$1,883,000.00
4	Mueller Construction	\$1,962,699.00
5	Velocity Constructors, Inc.	\$1,998,186.00
6	Aslan Construction	\$2,552,900.00

Documents included in this package:

Project Manual:

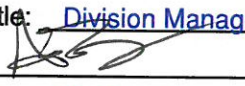
Invitation to Bid Cover Sheet
Invitation to Bid
Instructions to Bidders
Bid Form
Bid Bond
Agreement
Notice of Award
Notice to Proceed
Change Order
Performance Bond
Payment Bond
Standard General Conditions of the Construction Contract
Supplemental Conditions
Contractor's Application for Payment
Contractor's Application Progress Estimate
Contractor's application Stored Materials Summary
Technical Specifications

Project Drawings: Water Treatment System Improvements
Project, Bid Plan Set dated 12-3-2020

If any of the documents listed above are missing from this package, they may be downloaded from the <https://cogs.us/Bids.aspx> - reference link for Bid Number 2020-039

The undersigned hereby affirms that (1) he/she is a duly authorized agent of the vendor, (2) he/she has read all terms and conditions and technical specifications which were made available in conjunction with this solicitation and fully understands and accepts them unless specific variations have been expressly listed in his/her offer, (3) that the offer is being submitted on behalf of the vendor in accordance with any terms and conditions set forth in this document, and (4) that the vendor will accept any awards made to it as a result of the offer submitted herein for a minimum of thirty calendar days following the date of submission.

PRINT OR TYPE YOUR INFORMATION

Name of Company: Moltz Construction, Inc. Fax: (970) 330-5623
Address: 975 Merchant Court City/State: Windsor, CO Zip: 80550
Contact Person: Toby Reid Title: Division Manager Phone: (303) 913-5268
Authorized Representative's Signature:  Phone: (303) 913-5268
Printed Name: Toby Reid Title: Division Manager Date: 12/29/20
Email Address: Toby@moltzconstruction.com

DOCUMENT 00410

BID FORM

FOR: Water Treatment System Improvements

(Project Name)

TO: City of Glenwood Springs

(Owner)

101 W 8th Street

(Address)

Glenwood Springs, CO 81601

(City)

(State)

(Zip)

GENTLEMEN:

The undersigned (hereafter called the Bidder), a Corporation

(Corporation, Partnership or Individual)

_____, organized and/or doing business under the laws of the State of Colorado, hereby proposes and agrees to furnish all the necessary labor, materials, equipment, tools and services necessary for the completion of all work stipulated in, required by, and in accordance with, the proposed contract documents hereto attached and the plans and other documents referred to therein (as altered, amended or modified by all addenda thereto). All in accordance with the Drawings, Specifications and other Contract Documents prepared by Carollo Engineers, Inc., for the sum as stated in the totals for the items proposed, plus any and all sums to be added and/or deducted resulting from all extra and/or omitted work in accordance with the requirements of the Supplemental Conditions, Technical Specifications and with the lump sum prices stated in the items bid schedule attached hereto.

The undersigned has examined the location of the proposed work, the Drawings, Specifications and other Contract Documents and is familiar with the local conditions at the place where the work is to be performed.

The undersigned Bidder hereby agrees to commerce work under this contract on or before a date specified in the "Notice to Proceed" and to fully complete the project within 135 consecutive calendar days thereafter. Substantial completion is required by April 30, 2021, with a final completion date of May 31, 2021.

The undersigned Bidder further agrees to pay as liquidated damages, the sum of \$1,000 for each consecutive day thereafter as hereinafter provided in the Supplemental Conditions.

The undersigned Bidder hereby acknowledges receipt of any and all of the following Addenda:

<u>Addendum No.</u>	<u>Dated</u>
<u>Addendum No. 1</u>	<u>December 11, 2020</u>
<u>Addendum No. 2</u>	<u>December 18, 2020</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

BID FORM (continued)

The Bid guarantee, the performance and payment bond, time of completion and other requirements related to the bid shall be in accordance with either the Supplementary Conditions, Technical Specifications, Contract Documents or the items listed below:

OTHER REQUIREMENTS BY OWNER:

Attach qualifications statement per Section 00415A.

In the event this Bid is selected and a contract awarded to the undersigned, the following surety or sureties will sign the required Performance and Payment Bond:

Traveler Casualty and Surety Company of America,
One Tower Place, Hartford, CT 06183

_____	_____
_____	_____
_____	_____

The following proposed items form a part of the Bid:

DATE December 29, 2020

Signature:

If an Individual: N/A doing

business as N/A

If a Partnership: N/A

By N/A, member of Firm

If a Corporation: Moltz Construction, Inc.

By  Michael D. Butler

Title President

ATTEST:  Phil Woodbury, Controller
~~Secretary~~ Controller

(CORPORATE SEAL)



Business Address of Bidder 8807 CR 175

Salida, CO 81201

If Bidder is a corporation, supply the following information:

State in which incorporated Colorado

Name and address of its:

President Michael D. Butler

975 Merchant Court, Windsor, CO 80550

Secretary Brian Janzen

END OF DOCUMENT

DOCUMENT 00410A

BID SCHEDULE

This Bid is submitted to the City of Glenwood Springs for the Water Treatment System Improvements Project

The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

BASIS OF BID—LUMP SUM BID

Bidder will complete the Work in accordance with the Contract Documents for the following lump sum (stipulated) price:

Total Bid Price (Lump Sum) \$ 1,671,500

one million six hundred seventy one thousand five hundred
Total Bid Price (Lump Sum) in words

Have you filled in all the blanks on the Bid Schedules?

X yes ___ no

SUBMITTED BY:

Name Moltz Construction, Inc.

ADDRESS 8807 County Road 175

City Salida State CO Zip 81201

Corporate Seal

Firm Name * Moltz Construction, Inc.

Signature  Michael D. Butler

Title President

Phone (970) 330 - 3248



Bids shall be submitted electronically to bidresponse@cogs.us no later than the required time and date. Include the Bid title and #BD2020-039 in the subject line of the email. If the bid security is in the form of certified funds, those funds **MUST** be received prior to the bid opening date and time.

END OF DOCUMENT

**CERTIFIED COPY OF A JOINT WRITTEN CONSENT
IN LIEU OF MEETING** of the Board of Directors of
MOLTZ CONSTRUCTION INC. (the
"Corporation") dated this 29th day of October,
2019

Pursuant to a Joint Written Consent in Lieu of a Meeting of the Board of Directors and Sole Shareholder of Moltz Construction, Inc., adopted and approved on October 29th, 2019, the officers of the Corporation are:

Eric Moltz (Chief Executive Officer), Mike Butler (President), Brian Janzen (Treasurer), Phil Woodbury (Controller), and Tony Clark (Secretary).

* * * * *

I, Phil Woodbury, Controller of the Corporation, do hereby certify that the above noted was resolved by all of the Directors of the Corporation, duly consented to and passed, and in full force and effect on the 29th day of October, 2019, as evidenced by my signature hereto.



PHIL WOODBURY
Controller

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

Moltz Construction, Inc.

is a

Corporation

formed or registered on 10/08/2019 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20191812154 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 12/10/2020 that have been posted, and by documents delivered to this office electronically through 12/11/2020 @ 08:35:56 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 12/11/2020 @ 08:35:56 in accordance with applicable law. This certificate is assigned Confirmation Number 12780943 .



Jena Griswold

Secretary of State of the State of Colorado

*****End of Certificate*****
Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's Web site, <http://www.sos.state.co.us/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, <http://www.sos.state.co.us/> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."

ADDENDUM NUMBER ONE FOR
WATER TREATMENT SYSTEMS IMPROVEMENTS PROJECT
BID NUMBER BD 2020-039

THIS ADDENDUM MUST BE ACKNOWLEDGED.

THIS ADDENDUM SHALL BECOME A PART OF THIS SOLICITATION.

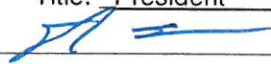
The following information is being added or amended as indicated as a part of the Request for Proposal.

1. See attached Addendum One to the contract documents.

This addendum must be acknowledged.

This Addendum may be emailed to bidresponse@cogs.us or included with your bid submittal.

PRINT OR TYPE YOUR INFORMATION

Name of Company:	<u>Moltz Construction, Inc.</u>	Fax:	<u>970-330-5623</u>
Address:	<u>8807 C.R. 175, PO Box 729</u>	City/State:	<u>Salida, CO</u>
		Zip:	<u>81201</u>
Contact Person:	<u>Michael D. Butler</u>	Title:	<u>President</u>
		Phone:	<u>970-330-3248</u>
Authorized Representative's Signature:		Phone:	<u>970-330-3248</u>
Printed Name:	<u>Michael D. Butler</u>	Title:	<u>President</u>
		Date:	<u>12/29/20</u>

ADDENDUM NUMBER TWO FOR
WATER TREATMENT SYSTEMS IMPROVEMENTS PROJECT
BID NUMBER BD 2020-039

THIS ADDENDUM MUST BE ACKNOWLEDGED.

THIS ADDENDUM SHALL BECOME A PART OF THIS SOLICITATION.

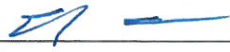
The following information is being added or amended as indicated as a part of the Request for Proposal.

1. See attached Addendum Two to the contract documents.

This addendum must be acknowledged.

This Addendum may be emailed to bidresponse@cogs.us or included with your bid submittal.

PRINT OR TYPE YOUR INFORMATION

Name of Company:	<u>Moltz Construction, Inc.</u>	Fax:	<u>970-330-5623</u>
Address:	<u>8807 C.R. 175, PO Box 729</u>	City/State:	<u>Salida, CO</u>
		Zip:	<u>81201</u>
Contact Person:	<u>Michael D. Butler</u>	Title:	<u>President</u>
		Phone:	<u>970-330-3248</u>
Authorized Representative's Signature:		Phone:	<u>970-330-3248</u>
Printed Name:	<u>Michael D. Butler</u>	Title:	<u>President</u>
		Date:	<u>12/29/20</u>

DOCUMENT 00430

BID BOND

Know all men by these Presents, that we, the undersigned, Moltz Construction, Inc.

(Name of Contractor)

8807 County Road 175, P.O. Box 729, Salida, CO 81201 as Principal and

(Address of Contractor)

Travelers Casualty and Surety Company of America
One Tower Square, Hartford, CT 06183

as Surety, are

(Name and address of Surety)

hereby held and firmly bound unto City of Glenwood Springs, Colorado

(Name of Owner)

as OWNER in the penal sum of Five Percent of Total Amount Bid (---5%---) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors, and assigns.

Signed, this 29th day of December, 2020.

The Condition of the above obligation is such that whereas the Principal has submitted to City of Glenwood Springs, Colorado a certain BID, attached hereto and hereby made a part hereof to enter a contract in writing for the Water Treatment System Improvements, 1401 West 9th Street, *

NOW, THEREFORE,

- (a) If said BID shall be rejected, or
- (b) If said BID shall be accepted and the Principal, shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID) and shall furnish a BOND for his faithful performers of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, ad shall in all other respects perform the agreement created by the acceptance of said BID, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

*Glenwood Springs, CO 81601 – Bid Number BD 2020-039

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by an extension of the time within which the OWNER may accept such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above

Moltz Construction, Inc.

By: **Mike Butler**

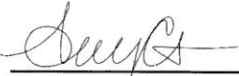
Digitally signed by Mike Butler
DN: cn=Mike Butler, o=Moltz Construction, ou=Moltz Construction, email=mike@moltzconstruction.com, c=US
Date: 2020.12.09 11:40:57 -0700

(Principal, Contractor)

Travelers Casualty and Surety Company of America

(Surety)

BY:



Amy Coonts, Attorney-in-Fact



IMPORTANT – Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

END OF DOCUMENT



1705 17th Street, Suite 100
Denver, CO 80202
Phone 303.534.4567

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Amy Coonts** of **DENVER**, **Colorado**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 17th day of January, 2019.



State of Connecticut

City of Hartford ss.

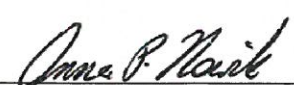
By: 
Robert L. Raney, Senior Vice President

On this the 17th day of January, 2019, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021




Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

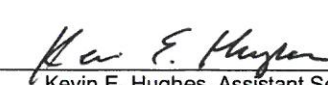
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 29th day of December, 2020




Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which this Power of Attorney is attached.**

DOCUMENT 00434

PROPOSED SUBCONTRACTORS FORM

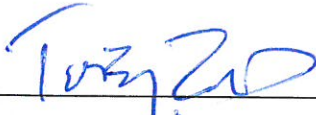
The listing of more than one subcontractor for each item of Work to be performed with the words "and/or" will not be permitted.

Bidder certifies that all Subcontractors listed are eligible to perform the Work.

Add additional sheets, if necessary, to list all Subcontractors.

If no Subcontractors are listed, it will be assumed that no Subcontractors are to be employed meeting the above conditions.

BIDDER



(Signature)



(Date)

Work to be Performed	Contractor Name	License Type/Number	Percent of Total Contract
1. Management, equip demolition and installation, process piping, 2. concrete work	Prime Contractor Moltz Construction, Inc.	TBD	98%
3. Asbestos Abatement	ECOS Environmental	TBD	2%
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			

DOCUMENT 00436

LIST OF PRE-SELECTED EQUIPMENT MANUFACTURERS WITH
PRE-SELECTED EQUIPMENT PROPOSALS

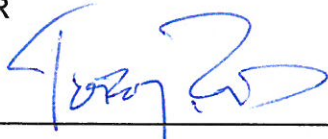
ARTICLE 1 — SELECTED MANUFACTURER/SUPPLIER

- 1.01 Bidder shall procure equipment listed in Table 1. List of Pre-Selected Equipment Manufacturers based on the proposals included in Documents ~~00436A~~-~~00436C~~^{AD1} through ~~00436E~~-~~00436F~~^{AD2} for each specified equipment package.
- 1.02 Equipment has been pre-selected by the City and the submittal/shop drawing phase is underway. The City has paid the cost of submittals for all pre-selected equipment, outside the scope of this Contract. Approved shop drawings are anticipated by the Contract's Notice of Award.
- 1.03 Acceptance of the manufacturer listed by the Bidder shall not constitute a waiver of any provision of the Contract Documents.

Table 1. List of Pre-Selected Equipment Manufacturers:

Specification Section	Equipment	Manufacturer/Supplier	Proposal Document
11294C ^{AD1}	Fabricated Stainless Steel Slide Gates ^{AD1}	Rodney Hunt ^{AD1}	00436A ^{AD1}
11256 ^{AD1}	Polymer Blending and Feed Equipment ^{AD1}	Municipal Treatment Equipment ^{AD1}	00436B ^{AD1}
11360	No Name Cave Pre-Sedimentation System	MRI	00436C
11360A and 11361	RMWTP Inclined Plate Settlers and Solids Collection System	MRI	00436D
13224	Filter Underdrain	Leopold/Xylem	00436E
13228 ^{AD1}	Filter Surface Wash Agitator ^{AD1}	Pending, to be issued by addendum ^{AD1}	00436F (pending) ^{AD1}
<u>13228</u> ^{AD2}	<u>Filter Surface Wash Equipment</u> ^{AD2}	<u>Leopold/Xylem</u> ^{AD2}	<u>00436F</u> ^{AD2}

BIDDER


(Signature)

12-19-20
(Date)

END OF DOCUMENT

AD1 Addendum No. 1 - December 11, 2020

AD2 Addendum No. 2 - December 18, 2020

List of Pre-Submittal Equipment Manufacturers with Pre-Selected Equipment Proposals
00436-1

pw://Carollo/Documents/Client/CO/Glenwood Springs/12052A80/Specifications/00436 (AD2)

12052A80
Addendum No. 2 - December 18, 2020

DOCUMENT 00451A

QUALIFICATIONS STATEMENT

ARTICLE 1 — GENERAL INFORMATION

1.01 Provide contact information for the Business:

Legal Name of	Moltz Construction, Inc.		
Corporate Office	Southern Division		
Name:	Mike Butler	Phone number:	(719) 539-7319
Title:	President	Email address:	mike@moltzconstruction.com
Business address of corporate office:	8807 C.R. 175		
	P.O. Box 729		
	Salida, CO 81201		
Local Office	Northern Division		
Name:	Mike Butler	Phone number:	(970) 330-3248
Title:	President	Email address:	mike@moltzconstruction.com
Business address of local office:	975 Merchant Court		
	Windsor, CO 80550		

1.02 Provide information on the Business's organizational structure:

Form of Business:	☐ Sole Proprietorship ☐ Partnership ☒ Corporation		
☐ Limited Liability Company ☐ Joint Venture comprised of the following companies:			
1.	N/A		
2.			
3.			
Provide a separate Qualification Statement for each Joint Venturer. N/A			
Date Business was formed:	10/29/19	State in which Business was	CO
Is this Business authorized to operate in the Project location?		☒ Yes ☐ No ☐ Pending	



1.03 Identify all businesses that own Business in whole or in part (25 percent or greater), or that are wholly or partly (25 percent or greater) owned by Business:

Name of business:	N/A	Affiliation:	
Address:			
Name of business:	N/A	Affiliation:	
Address:			
Name of business:	N/A	Affiliation:	
Address:			

1.04 Provide information regarding the Business's officers, partners, and limits of authority.

Name:	Eric Moltz	Title:	C.E.O.
Authorized to sign contracts:	☒ Yes ☐ No	Limit of Authority:	\$ 60M
Name:	Mike Butler	Title:	President
Authorized to sign contracts:	☒ Yes ☐ No	Limit of Authority:	\$ 60M
Name:	Brian Janzen	Title:	Treasurer
Authorized to sign contracts:	☒ Yes ☐ No	Limit of Authority:	\$ 60M
Name:	Phil Woodbury	Title:	Controller
Authorized to sign contracts:	☒ Yes ☐ No	Limit of Authority:	\$ 60M
Name:	Tony Clark	Title:	Secretary
Authorized to sign contracts:	☒ Yes ☐ No	Limit of Authority:	\$ 60M
Name:	N/A	Title:	N/A

ARTICLE 2 — LICENSING

2.01 Provide information regarding licensure for Business:

Name of License:	N/A: No general contractor's license in Colorado. We are licensed with several cities and municipalities. A full list of our licenses can be provided upon request.		
Licensing			
License No:		Expiration Date:	
Name of License:			
Licensing			
License No:		Expiration Date:	

ARTICLE 3 — SAFETY

3.01 Provide information regarding Business's safety organization and safety performance.

Name of Business's Safety	Please refer to Appendix 1 for our safety program information.	
Safety Certifications		
Certification Name	Issuing Agency	Expiration



- Please refer to Appendix 2 for our Experience Modification Rate letter.
- 3.02 Provide 3 years of data in the format below that includes Contractor's Worker's Compensation Insurance Experience Modification Rate (EMR), Total Recordable Injury Rate (TRIR) for incidents, and Total Number of Recorded Man Hours (MH) based on 29 CFR 1904 OSHA Recording and Reporting Occupational Injuries and Illness requirements. Bidder shall submit Worker's Compensation Insurance Experience Modification Rate (EMR) letter from insurance broker with signed Agreement.

Year	2019			2018			2017		
Company	EMR	TRIR	MH	EMR	TRIR	MH	EMR	TRIR	MH
Moltz Construction, Inc	0	0	394,512	0.5	0.5	376,242	1.1	1.1	355,255

ARTICLE 4 — FINANCIAL

- 4.01 Provide information regarding the Business's financial stability. Provide the most recent audited financial statement, and if such audited financial statement is not current, also provide the most current financial statement.

Financial Institution:	Collegiate Peaks Bank		
Business address:	105 Centennial Plaza Buena Vista, CO 81211		
Date of Business's most recent financial statement:	N/A*	☐ Attached	
Date of Business's most recent audited financial statement:	2019	☒ Attached	
Financial indicators from the most recent financial statement			
Contractor's Current Ratio (Current Assets ÷ Current Liabilities)			1.374
Contractor's Quick Ratio ((Cash and Cash Equivalents + Accounts Receivable + Short Term Investments) ÷ Current Liabilities)			1.374

*There have not been any adverse financial conditions since our last audited financially statement .

ARTICLE 5 — SURETY INFORMATION

- 5.01 Provide information regarding the surety company that will issue required bonds on behalf of the Business, including but not limited to performance and payment bonds.

Surety Name:	Travelers Casualty and Surety Company of America Bonding Agent: IMA, Inc.		
Surety is a corporation organized and existing under the laws of the state of:	Connecticut		
Is surety authorized to provide surety bonds in the Project location?	☒ Yes ☐ No		
Is surety listed in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" published in Department Circular 570 (as amended) by the Bureau of the Fiscal Service, U.S. Department of the Treasury?			
☒ Yes ☐ No			



Mailing Address (principal place of business):	Surety: One Tower Square, Hartford, CT 06183		
	Bonding Agent: 1705 17th Street, Denver, CO 80202		
Physical Address (principal place of business):	Surety: One Tower Square, Hartford, CT 06183		
	Bonding Agent: 1705 17th Street, Denver, CO 80202		
Phone (main):	(303) 277-0111	Phone (claims):	(800) 842-8496

ARTICLE 6 — INSURANCE

6.01 Provide information regarding Business's insurance company(s), including but not limited to its Commercial General Liability carrier. Provide information for each provider.

Name of insurance provider, and type of policy (CLE, auto, etc.):		IMA, Inc	
Insurance Provider		Type of Policy (Coverage Provided)	
Zurich American Insurance Company		Commercial General Liability	
Zurich American Insurance Company		Automobile Liability	
American Guarantee & Liab. Ins.		Umbrella Liability	
Pinnacol Assurance		Workers Compensation and Employers Liability	
Are providers licensed or authorized to issue policies in the Project location?			☒ Yes ☐ No
Does provider have an A.M. Best Rating of A-VII or better?			☒ Yes ☐ No
Mailing Address (principal place of business):	IMA, Inc. - Colorado Division 1705 17th Street, Suite 100 Denver CO 80202		
Physical Address (principal place of business):	IMA, Inc. - Colorado Division 1705 17th Street, Suite 100 Denver CO 80202		
Phone (main):	(303) 534-4567	Phone (claims):	(303) 534-4567

ARTICLE 7 — CONSTRUCTION EXPERIENCE

7.01 Provide information that will identify the overall size and capacity of the Business.

Average number of current full-time employees:	260
Estimate of revenue for the current year:	\$102,000,000
Estimate of revenue for the previous year:	\$83,163,643



7.02 Provide information regarding the Business's previous contracting experience.

Years of experience with projects of similar size, schedule, and mountain installation, like the proposed project:			
As a general contractor:	31	As a joint venturer:	N/A
Has Business, or a predecessor in interest, or an affiliate identified in Paragraph 1.03:			
Been disqualified as a bidder by any local, state, or federal agency within the last 5 years? ☐ Yes ☒ No			
Been barred from contracting by any local, state, or federal agency within the last 5 years? ☐ Yes ☒ No			
Been released from a bid in the past 5 years? ☐ Yes ☒ No			
Defaulted on a project or failed to complete any contract awarded to it? ☐ Yes ☒ No			
Refused to construct or refused to provide materials defined in the contract documents or in a change order? ☐ Yes ☒ No			
Been a party to any currently pending litigation or arbitration? ☐ Yes ☒ No			
Provide full details in a separate attachment if the response to any of these questions is Yes.			

- 7.03 List all projects currently under contract in Schedule A and provide indicated information. Bidder must demonstrate a minimum of 5 years experience in projects similar in nature and scope to this project. [Please refer to Schedule A.](#)
- 7.04 List a minimum of 3 and a maximum of 6 projects completed in the last 5 years in Schedule B and provide indicated information to demonstrate the Business's experience with projects similar in type, schedule, location, and cost of construction. Bidder must demonstrate successful completion during the last 5 years of at least 1 project comparable in nature and scope to this project and one project with a dollar value of at least 80 percent of the value bid for this project. [Please refer to Schedule B.](#)
- 7.05 In Schedule C, provide information on key individuals whom Business intends to assign to the Project. Provide resumes for those individuals included in Schedule C. Key individuals include the Project Manager, Project Superintendent, Quality Manager, and Safety Manager. Resumes may be provided for Business's key leaders as well. Bidder must demonstrate the key individuals each have minimum of 5 years of experience in similar construction projects. The Safety Manager must have appropriate certification or license. [Please refer to Schedule C.](#)

ARTICLE 8 — REQUIRED ATTACHMENTS

- 8.01 Provide the following information with the Statement of Qualifications:
- A. If Business is a Joint Venture, separate Qualifications Statements for each Joint Venturer, as required in this Document. [N/A](#)
 - B. Financial statements as specified in this Document. [Please refer to Appendix 3.](#)
 - C. Attachments providing additional information as specified in this Document.

- D. Schedule A (Current Projects) as specified in this Document. [Please refer to Schedule A.](#)
- E. Schedule B (Previous Experience with Similar Projects) as specified in this Document. [Please refer to Schedule B.](#)
- F. Schedule C (Key Individuals) and resumes for the key individuals listed, as specified in this Document. [Please refer to Schedule C.](#)
- G. Additional items as required. [Please refer to the Appendix.](#)



This Statement of Qualifications is offered by:

Business: Moltz Construction, Inc.

(typed or printed name of organization)

By: _____

(individual's signature)

Name: Mike Butler

(typed or printed)

Title: President

(typed or printed)

Date: December 29, 2020

(date signed)

(If Business is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.) Please refer to Appendix 4 for our Evidence of Authority to Sign.

Attest: _____

(individual's signature)

Name: Phil Woodbury

(typed or printed)

Title: Controller

(typed or printed)

Address for giving notices:

8807 C.R. 175, P.O. Box 729 Salida, CO 81201

Designated Representative:

Name: Mike Butler

(typed or printed)

Title: President

(typed or printed)

Address:

975 Merchant Court, Windsor, CO 80550

Phone: (970) 330-3248

Email: mike@moltzconstruction.com



Qualifications Statement

00451A-7

pw://Carollo/Documents/Client/CO/Glenwood Springs/12052A80/Specifications/00451A (FS-100)

12052A80
December 2020

Schedule A—Current Projects

CURRENT PROJECTS UNDER CONTRACT										
Name of Organization	Project Name and Location	Reference Contact Information	Members of Project Team Involved	% Complete	Initial Contract Amount	Current Contract Amount	Original Completion Date	Contract Type	Estimated Contract Completion	Project Description
Moltz Construction	Par 1379 Fixed Asset Replacement Civil/Mechanical Projects JOC	Owner: Metro Wastewater Reclam. Dist. Kelsey Gedde, Principal Engineer (303) 286-3357 kgedde@mwrd.dst.co.us Engineer: US Engineering/Construction N/A Construction Manager: N/A	Project Manager: Toby Reid Superintendent: Joe Anaya Safety Manager: Willie Dominguez Quality Control Manager: N/A	0%	\$1,358,638	\$1,358,638	TBD	CMGC	TBD	Scope of work includes preliminary and primary treatment: replacement of North Bar Screen and gate, North grit basin gate and actuator and improvements of North grit concrete, South Primary grating, septic haul snowmelt, with modifications to North Primary scum pit wall, and construction of North headworks washer compactor access and construction, South primary clarifier floor resurfacing. Secondary Treatment work includes replacement of aeration basin influent gate replacement and actuator on actuated gates, aeration channel mixing pump. Anaerobic Digester complex work includes roof drain cleaning and digester roof drainage modifications, digester feed pump, VFD's, and replacement of grinder, hot water isolation valves, and cleaning/painting of door and windows. Support Building work includes replacement of administration building and facilities maintenance roofs, building panels, carpet in the facilities maintenance, mechanical/electrical maintenance and RR&R services building, sludge holding tanks cleaning and exterior painting, replacement of window blast film, fire sprinkler backflow preventer as well as roadway and railway repairs on site maintenance.
Moltz Construction	Town of Orchard City Water Treatment Plant Expansion Orchard City, CO	Owner: Town of Orchard City Melissa Oelke, Town Administrator Engineer : IVA, Inc. Lillian Toive, (303) 565-4915. ltoive@ivajva.com Construction Manager: N/A	Project Manager: Stephen Veltri Superintendent: Nathan Hartford Safety Manager: Willie Dominguez Quality Control Manager: Chad Carter	40%	\$2,700,000	\$2,505,351	3/1/21	CMAR	4/1/21	Work of the Project Includes all necessary labor, supervision, equipment, tools, and materials to expand the Town's WTP. This includes, but is not limited to, the purchase and installation of an additional Trident mixed media filtration unit, coordination with Trident regarding installation and integration of the plant SCADA system and Trident PLCs, modifications to process piping, modifications to various site piping, and a new roof on the WTP building. Work shall include installation of all electrical wiring, motor control centers, programmable logic controllers, all process piping, and completion of all associated site work relating to the expansion improvements as detailed in the specifications.
Moltz Construction	Par 1333 TU-8 Loadcenter and Transformers Replacement Project Denver, CO	Owner: Metro Wastewater Recla. Dist. Ben Ruder, District Project Manager (303) 286-324 bruder@mwrd.dst.co.us Engineer: NEI Electrical Power Engineering, Inc. Andrew Ackerman, P.E. (303) 431 - 7895 aackerman@neleng.com	Project Manager: Bryan Gimbel Superintendent: Javier Jimenez Safety Manager: Willie Dominguez Quality Control Manager: N/A	20%	\$7,044,500	\$7,044,500	6/30/21	Bid-Build	6/30/21	Work of the Project includes alteration of the existing North Polymer Facility and the existing Ferric Pump Station and the construction of a new electrical equipment facility.
Moltz Construction	Mt. Crested Butte Water Treatment Plant Expansion Mt. Crested Butte, CO	Owner: Mt. Crested Butte W&SD Dara McDonald, Town Manager (970) 349-5338 dmacdonald@crestedbutte-co.gov Engineer: IVA Leanne Miller, P.E. (970) 975-1439 lmiller@ivajva.com Construction Manager: N/A	Project Manager: Stephen Veltri Superintendent: Nathan Hartford Safety Manager: Willie Dominguez Quality Control Manager: N/A	20%	\$20,000,000	\$20,341,746	Oct. 2022	CMAR	Nov. 2022	The MCBWSD WTP project includes three components: installation of a 12inch ductile iron pipe raw water supply pipeline from the East River Pump Station to the WTP Facilities; a Membrane Filtration Water Treatment Plant; and a Raw Water Pump Station located at the East River site. Work includes all necessary labor, supervision, equipment, tools, and materials for demolition and construction, along with specific items for each component.





Schedule A—Current Projects

CURRENT PROJECTS UNDER CONTRACT										
Name of Organization	Project Name and Location	Reference Contact Information	Members of Project Team Involved	% Complete	Initial Contract Amount	Current Contract Amount	Original Completion Date	Contract Type	Estimated Contract Completion	Project Description
Moltz Construction	Berthoud UV	Owner: Town of Berthoud Stephanie Brothers, Public Works Director (970) 532-2643 sbros@berthoud.org Engineer: JVA, Inc. Andrew Sparr, P.E., (303) 565-4965 asparr@jvalva.com Construction Manager: N/A	Project Manager: Dan Foreman Superintendent: Dale Booker Safety Manager: Willie Dominguez Quality Control Manager: N/A	75%	\$664,385	\$1,919,000	8/12/2019 (Substantial changed to 12/31/20)	CMAR	1/31/21	The project scope includes furnishing all labor, materials, equipment and appurtenances required to provide an open channel, gravity flow, and low pressure high intensity UV lamp disinfection system complete with an automatic mechanical/chemical cleaning system and variable output electronic ballasts, and furnishing all labor, materials, equipment, and appurtenances required to replace all existing nine inch ceramic disc diffusers in the two existing aeration basins.
Moltz Construction	Boxelder Sanitation District WWTP Upgrades Fort Collins, CO	Owner: Boxelder Sanitation District Dave Lewis, Wastewater Manager (303) 619-7692 dlewis@boxeldersanitation.org Engineer: Burns & McDonnell Engineering Co. Andrew Waddoups, PE PM (303) 474-2233 awaddoups@burnsmcd.com	Project Manager: Cassidy Geha Superintendent: Ryan White Safety Manager: Willie Dominguez Quality Control Manager: Mike Utter	62%	\$31,324,283	\$31,718,822	TBD	CMAR	7/1/21	The project consists of upgrading the existing District WWTP to include the following: Influent pump station, headworks modification, secondary treatment process, secondary clarification, RAS/WAS pumping, disinfection process, solids storage and digestion, solids handling, civil site work and yard piping, and new administration building. Currently in design phase.
Moltz Construction	Avon Wastewater Nutrient Upgrades Avon, CO	Owner: Eagle River Water & San. Dist. Melissa Marts, P.E. (970) 476-7480 mmarts@erwsd.org Engineer: Carollo Engineers Becky Luna, P.E., PM (303) 404-6313 Bluna@carollo.com Construction Manager: N/A	Project Manager: Ted Senter Superintendent: Darin Howell Safety Manager: Willie Dominguez Quality Control Manager: Chad Carter	15%	\$49,627,732	\$49,627,732	10/12/22	CMAR	10/12/22	This project consists of expanding and replacing the plant's fine bubble aeration processes, replacing all equipment in the headworks building, new equipment in the primary clarifiers, a new secondary clarifier, new IMLR, WAS and RAS pumps, new odor control equipment, and miscellaneous gallery work.
Moltz Construction	South Adams County Water and Sanitation District Water Treatment Process Improvements Commerce City, CO	Owner: Kipp Scott, WS Manager (720) 206-0567 kscott@sacwsd.org Engineer: Carollo Engineers Vincent Hart, P.E., LEED AP, Executive VP (303) 635-1220 vhart@carollo.com Construction Manager: N/A	Project Manager: Frank Borst Superintendent: Abe Monajjem Safety Manager: Willie Dominguez Quality Control Manager: Sam Loney	70%	\$44,199,404	\$44,162,653	11/18/20	CMAR	5/24/21	Scope of work includes Pellet Softening treatment, disinfection upgrades and administration building improvements. Major Improvements include: precipitation softening to remove calcium hardness via precipitation of calcium carbonate on calcium carbonate pellets, use of carbon dioxide to reduce the pH of the softened water and detention time to stabilize the calcium carbonate precipitation reaction, filtration to remove entrained calcium carbonate particles, replacement of existing chlorine gas disinfection with liquid sodium hypochlorite disinfection and ancillary support functions including an administration building, emergency generator, electrical and mechanical rooms. Currently in design phase.
Moltz Construction	Security Sanitation District WWTF Improvements Fountain, CO	Owner: Security Sanitation District Roy E. Heald, District Manager (719) 392-3475 r.heald@securitywsd.com Engineer: GMS, Inc. Roger Sams, Principal Consultant (719) 475-2935 rsams@gmsengr.com Construction Manager: N/A	Project Manager: Brian Tilley Superintendent: Anthony Mazzucca Safety Manager: Willie Dominguez Quality Control Manager: N/A	60%	\$19,869,765	\$26,300,000	6/19/21	CMAR	6/19/21	Preconstruction and construction management services including construction and modifications to the existing headworks process, demolition of the primary clarifier facilities, updates to the secondary treatment facilities including demolition of the existing circular biotowers and sludge collection equipment, construction of new secondary treatment basins, and updates to the existing secondary treatment complex, and installation of associated process piping and control instrumentation equipment, and a new site building with biosolids conditioning and dewatering equipment.

Schedule B—Previous Experience with Similar Projects

Name of Organization	Moltz Construction, Inc.		
Project Owner	Plum Creek Water Reclamation Authority	Project Name	Plum Creek WRA 3 MGD Capacity Expansion Project - Castle Rock, CO
General Description of Project	Improvement of headworks, tertiary filtration, UV disinfection, and solids handling system.		
Project Cost	\$32,578,040	Date Project Completed	Substantial Completion December 2020
Liquidated Damages Amount (\$):	N/A		
Key Project	Project Manager	Project Superintendent	Safety Manager
Name	Thomas Baird	Tim Herndon	Willie Dominguez
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)			
Owner	Name	Title/Position	Organization
	Westin Martin	Authority Manager	Plum Creek WRA Authority
Designer	Brian Knadle	Project Manager	Burns & McDonnell Eng.
Construction Manager	N/A	N/A	N/A
Telephone			
			(303) 688-1991
Email			
			wesmartin@pcwra.org
			bknadle@burnsmcd.com
			N/A
Name of Organization	Moltz Construction, Inc.		
Project Owner	Town of Castle Rock	Project Name	Plum Creek Water Purification Facility - Castle Rock, CO
General Description of Project	Moltz Construction provided preconstruction and construction phase services for a 6 MGD water purification facility.		
Project Cost	\$15,068,871	Date Project Completed	06/14/13

Qualifications Statement

00451A-9

pw://Carollo/Documents/Client/CO/Glenwood Springs/12052A80/Specifications/00451A (FS-100)

12052A80
December 2020



Liquidated Damages Amount (\$): N/A					
Key Project	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Toby Reid	Dustin Miller	Willie Dominguez	Toby Reid	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Tim Friday	Engineering Manager	Town of Castle Rock	(720) 733-6030	tfriday@crgov.com
Designer	Andrew Beeson		Burns & McDonnell Eng.	(303) 474-2233	abeeson@burnsmcd.com
Construction Manager	N/A	N/A	N/A	N/A	N/A
Moltz Construction, Inc.					
Name of Organization	Moltz Construction, Inc.				
Project Owner	Stonegate Village Metro District c/o Community Resources	Project Name	Stonegate WTP Disinfection Conversion - Parker, CO		
General Description of Project		Converted the District's water treatment plant disinfection process from chlorine to chloramines.			
Project Cost	\$2,252,492	Date Project Completed	08/1/16		
Liquidated Damages Amount (\$): N/A					
Key Project	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Thomas Baird	Tim Herndon	Willie Dominguez	Toby Reid	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Kurt Schlegel	Senior Manager	Stonegate Village Metro Dist.	(303) 381-4960	kschlegel@crsofcolorado.com
Designer	Tim Engemoen	Civil Engineer	Black & Veatch Corp.	(720) 834-4230	EngemoenTW@bv.com
Construction Manager	N/A	N/A	N/A	N/A	N/A
Schedule B—Previous Experience with Similar Projects					
Moltz Construction, Inc.					
Name of Organization	Moltz Construction, Inc.				
Project Owner	City of Golden/IMEG	Project Name	Golden WTP Filter Gallery Improvements - Golden, CO		
General Description of Project		Furnishing/installing a replacement filter gallery piping, valves, and other appurtenances.			
Project Cost	\$1,482,125	Date Project Completed	5/31/20		
Liquidated Damages Amount (\$): N/A					
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Toby Reid	Joe Anaya	Willie Dominguez	Toby Reid	

Qualifications Statement

00451A-10

pwr://Carroll/Documents/Client/CO/Glenwood Springs/12052A80/Specifications/00451A (FS-100)

12052A80
December 2020

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Dan Hartman	Director of Public Works	City of Golden/IMEG	(303) 384-8150	dhartman@cityofgolden.net
Designer	Glendon Berrett	PE/PM	IMEG Corp	(303) 792-0557	glendon.w.berrett@imegcorp.com
Construction Manager	N/A	N/A	N/A	N/A	N/A
Moltz Construction, Inc.					
Name of Organization	City of Boulder		Project Name	Betasso WTP Capital Improvements - Boulder, CO	
Project Owner					
General Description of Project			Improvements to the City of Boulder's Betasso Water Treatment Facility		
Project Cost	\$30,402,571		Date Project Completed	02/28/19	
Liquidated Damages Amount (\$): N/A					
Key Project Personnel	Project Manager		Project Superintendent	Safety Manager	Quality Control Manager
Name	Franklin Borst		Abe Monajem	Willie Dominguez	Jon Tucker
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Tom Settle	Water Systems Manager	City of Boulder	(720) 564-2301	settle@boulder.colorado.gov
Designer	Brian Daw	PE ENV SP	HDR, Inc.	(303) 764-1520	brian.daw@hdrinc.com
Construction Manager	N/A	N/A	N/A	N/A	N/A
Moltz Construction, Inc.					
Name of Organization	City and County of Broomfield		Project Name	Broomfield WTF Phase III Improvements - Broomfield, CO	
Project Owner					
General Description of Project			Expansion and modification to water treatment facility		
Project Cost	\$19,941,416.00		Date Project Completed	10/13/20	
Liquidated Damages Amount (\$): N/A					
Key Project Personnel	Project Manager		Project Superintendent	Safety Manager	Quality Control Manager
Name	Bryan Geha		Curtis Graves	Willie Dominguez	Jon Tucker
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Ronda Jo Ackerman-Alford	CIP Project Manager	City and County of Broomfield	(303) 464-5807	ralford@broomfield.org
Designer	Chris Olson	P.E. Project Manager	Burns & McDonnell Eng	(303) 474-2298	ctolson@burnsmcd.com
Construction Manager	N/A	N/A	N/A	N/A	N/A

Qualifications Statement

00451A-11

pw://Carollo/Documents/Client/CO/Glenwood Springs/12052A80/Specifications/00451A (FS-100)

12052A80

December 2020



Schedule C—Key Individuals

Project Manager			
Name of individual		Toby Reid	
Years of experience as project manager		34	
Years of experience with this organization		13	
Number of similar projects as project manager		5 - Project Manager/ Division Manager	
Number of similar projects in other positions		8 - Superintendent	
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
PAR 1259 Digester Modifications		10%	01/2021
PCWRA 3MGD Capacity Expansion		10%	01/2021
PAR 1379 Task Order		10%	06/2021
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Sherman Papke	Name	Walter Schwarz
Title/Position	Eng. Manager	Title/Position	Project Manager
Organization	Metro Wastewater Reclamation District	Organization	Town of Castle Rock
Telephone	(303) 286-3060	Telephone	(720) 733-6036
Email	spapke@mwr.dst.co.us	Email	wshwarz@crgov.com
Project	PAR 1259/Par 1239	Project	Plum Creek WPF
Candidate's role on project	Division Manager	Candidate's role on project	Senior Project Manager

Qualifications Statement

00451A-12

pw://Carollo/Documents/Client/CO/Glenwood Springs/12052A80/Specifications/00451A (FS-100)

12052A80
December 2020

Project Superintendent			
Name of individual		Joe Anaya	
Years of experience as project superintendent		24	
Years of experience with this organization		4	
Number of similar projects as project superintendent		5	
Number of similar projects in other positions		5	
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
PCWRA 3MGD Capacity Expansion		20	01/2021
PAR 1379		80	12/2020
N/A		N/A	N/A
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Kelsey Gedge	Name	Brynn Goe
Title/Position	Eng. Manager	Title/Position	Water Treatment Supervisor
Organization	Metro Wastewater Reclamation District	Organization	City of Golden
Telephone	(303) 286-3020	Telephone	(303) 384-8186
Email	kgedge@mwrddst.co.us	Email	bgoe@cityofgolden.net
Project	Par 1379	Project	Golden Filter Gallery Modifications
Candidate's role on project	Superintendent	Candidate's role on project	Superintendent



Safety Manager			
Name of individual		Willie Dominguez	
Years of experience as project manager		33 - Safety Director/Safety Engineer	
Years of experience with this organization		21 - Safety Director	
Number of similar projects as project manager		N/A	
Number of similar projects in other positions		N/A	
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
N/A - Company Wide Safety Director		N/A	N/A
N/A - Company Wide Safety Director		N/A	N/A
N/A - Company Wide Safety Director		N/A	N/A
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Ken McFadden	Name	Ralph Fletcher
Title/Position	Risk Control Consultant	Title/Position	Risk Assessor
Organization	IMA of Colorado, Inc.	Organization	IMA of Colorado, Inc.
Telephone	(303) 534-4567	Telephone	(303) 534-4567
Email	ken.mcfadden@imacorp.com	Email	ralph.fletcher@imacorp.com
Project	N/A	Project	N/A
Candidate's role on project	Safety Director	Candidate's role on project	Safety Director

Quality Control Manager			
Name of individual		Toby Reid	
Years of experience as project superintendent		34	
Years of experience with this organization		13	
Number of similar projects as project superintendent		5 - Project Manager/ Division Manager	
Number of similar projects in other positions		8 - Superintendent	
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
PAR 1259 Digester Modifications		10%	01/2021
PCWRA 3MGD Capacity Expansion		10%	01/2021
PAR 1379 Task Order		10%	06/2021
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Sherman Papke	Name	Walter Schwarz
Title/Position	Eng. Manager	Title/Position	Project Manager
Organization	Metro Wastewater Reclamation District	Organization	Town of Castle Rock
Telephone	(303) 286-3060	Telephone	(720) 733-6036
Email	spapke@mwr.dst.co.us	Email	wshwarz@crgov.com
Project	PAR 1259/Par 1239	Project	Plum Creek WPF
Candidate's role on project	Division Manager	Candidate's role on project	Senior Project Manager

END OF DOCUMENT





MIKE BUTLER

PRESIDENT

mike@moltzconstruction.com

EXPERIENCE

Moltz Construction, Inc. | Windsor, Colorado

1993 – Present

President

Responsibilities include estimating, scheduling, project management, and contract administration. Oversees day to day business operations for Moltz Construction, Inc. and Moltz Wyoming, Inc. which currently employ approximately 200 employees.

Division Manager

Responsible for overall site supervision for Northern Area projects, cost estimating and constructability evaluation, personnel development, overseeing contract management and critical procurement, and maintaining project schedule.

Project Manager

Responsible for cost control, document control, development of project schedule, contract negotiations, material and equipment procurement, coordination of suppliers and subcontractors, and project conformance of all project documents.

General Superintendent

Responsible for overall site supervision and safety, review and implementation of plans and specifications, scheduling and coordinating trades, maintaining project schedule, and labor productivity.

Superintendent

Responsibilities included overall site and safety supervision, personnel development, review and implementation of plans and specifications, scheduling and coordinating trades, maintaining project schedule, labor productivity, and quality control.

Concrete Superintendent

Responsible for ensuring quality of concrete walls, slabs, footings, etc. Review and implementation of plans and specifications, method of construction, material quantities, equipment needs, scheduling, and labor productivity. Monitors work performance, productivity, and safety of employees and subcontractors.

EDUCATION

1992

Colorado State University, Fort Collins, Colorado

REFERENCES

Mike Gossett

P.E., Area Business Class Leader
HDR, Inc.
(303) 318-6280

Ken Rutt

Wastewater Division
Superintendent
City and County of Broomfield
(303) 438-6339

Andrew Waddoups

Project Manager
Burns and McDonnell
Engineering Company, Inc.
(303) 474-2233



WILLIE DOMINGUEZ

SAFETY DIRECTOR

william@moltzconstruction.com

EXPERIENCE

Moltz Construction, Inc. | Salida, Colorado

2006– Present

Safety Director

Full-time designated safety officer and coordinator of the company's safety program. Responsibilities include the following:

- Employee and contractor safety training
- Conducting company drug and alcohol testing
- Jobsite safety walks for hazard assessment
- Job Safety Analyses (JSA) for employees and contractors
- OSHA/MSHA compliance, training, and filing requirements
- Accident investigations
- Return to Work Program
- Internal Safety Audits

Valvoline Express Care | Salida, Colorado

2004 – 2006

McFarland Oil, Inc. | Salida, Colorado

2001 – 2004

ASARCO Incorporated | Leadville, Colorado

1981 – 2000

Safety Engineer

Safety/Environmental Technician

Underground Miner

EDUCATION

2012

M.S. – Occupational Safety and Health

Columbia Southern University,
Orange Beach, Alabama

2000

B.S. – Environmental Engineering

Columbia Southern University,
Orange Beach, Alabama

REFERENCES

Ken McFadden

Risk Control Consultant
IMA of Colorado, Inc.
(303) 534-4567

Steve Ryan

Mine Safety and Health
Administration
(303) 231-5682

Mike J. Williams

Compliance Officer
Occupational Safety and
Health Administration
(303) 843-4500 Ext. 153





TOBY REID

DIVISION MANAGER, SENIOR PROJECT MANAGER

toby@moltzconstruction.com

EXPERIENCE

Moltz Construction, Inc. | Denver Metro Area

2007 – Present

Division Manager, Senior Project Manager

Responsibilities include estimating, cost control, submittal reviews, maintaining project schedules, coordinating subcontractors and suppliers, contract and change order administration, and material procurement.

PAR 1333 TU-8 Loadcenter and Transformers Replacement Project	\$1.7 M
Golden Water Treatment Facility Filter Gallery Improvements	\$1.4 M
Moffat Centrifuge Polymer Aging System	\$314 K
Recycling Plant PON and Valve Upgrades	\$736 K
PAR 1357 Blower Replacement	\$723 K
Plum Creek Water Reclamation Authority 3MGD Capacity Expansion	\$32.5 M
PAR 1259 Digester Complex Rehabilitation	\$25.8 M
Pinery Pump Station 1 & ZONE A	\$5.5 M
PAR 1237 Sidestream Removal	\$16.3 M
Stonegate Wastewater Treatment Facility Upgrades	\$12.1 M
Cherry Hill Pump Station Modifications	\$6.9 M
Plum Creek Water Purification Facility	\$15.0 M
Westminster Reclaimed Water Treatment Facility Phase II Expansion	\$4.7 M
Marston Treatment Plant Filter No. 2	\$12.0 M

Jennison Construction Company | Littleton, Colorado

1990 – 2007

Project Manager

Responsibilities included estimating, compiling contracts and change orders, managing progress and safety meeting, performing jobsite inspections, preparing stormwater management and dewatering plans, assisting Owners and Engineers with constructable alternatives and cost savings.

Superintendent

Supervised \$50 million in successfully completed projects, conducted pre-job hazard analysis, estimated, survey, layout, control, maintain as-builts, coordinated subcontractors and vendors, and managed daily job activity.

Assistant Superintendent/Carpenter Foreman

B.R. Gordon Construction Company, Inc. | Albuquerque, New Mexico

1988 – 1990

Superintendent

PCL Construction Services, Inc. | Denver, Colorado

1986 – 1988

Assistant Superintendent

EDUCATION

1984 – 1986

History

University of New Mexico,
Albuquerque, New Mexico

1988 – 1990

Applied Construction Science Certification

Technical Vocational Institute
(TVI), Albuquerque, New Mexico

1982 – 1985

Journeyman Carpenter

Carpenters Apprentice
Program, Carpenters Local 1319

REFERENCES

Walter Schwartz

Utilities Department Project
Manager
Town of Castle Rock
(720) 733-6036

Curtis Bozich

President
Waner Construction
(720) 344-5459

Sherman Papke

Engineering Manager
Metro Wastewater Reclamation
District
(303) 286-3000





THOMAS BAIRD

PROJECT MANAGER

thomasbaird@moltzconstruction.com

EXPERIENCE

Moltz Construction, Inc. | Denver Metro Area

2008 – Present

Project Manager

Responsibilities include estimating, cost control, scheduling, contract administration and material procurement for commercial and industrial construction projects.

Plum Creek Water Reclamation Authority 3MGD Capacity Expansion	\$32.5 M
Bennett Wastewater Treatment Facility Improvements	\$5.7 M
Stonegate Water Treatment Plant Disinfection Conversion	\$2.2 M
Pueblo West Water Treatment Plant Expansion	\$3.4 M

Assistant Project Manager

Responsibilities included assisting Project Manager with estimating, cost control, scheduling, contract administration and material procurement for commercial and industrial projects.

Stonegate Wastewater Treatment Facility Upgrades	\$12.1 M
Plum Creek Water Purification Facility	\$15.0 M

Superintendent

Responsibilities included overall site supervision, personnel development, review and implementation of plans and specifications, scheduling and coordinating trades, maintaining project schedule, and labor productivity.

Denver Water Lone Tree & Highlands Pump Station Generator Project	\$756 K
South Adams County Water & Sanitation 2010 Clarifier Improvements	\$294 K

Field Engineer

Responsibilities included project surveying, layout, subcontractor coordination, and quality control.

Marston Treatment Plant Filter Plant No. 2 Upgrade	\$11.2 M
Mary's Lake Water Treatment Facility Improvements	\$3.5 M
Erie Water Treatment Facility Flouride Improvements Project	\$100 K
South Fort Collins Wastewater Treatment Plant Improvements	\$20.5 M

Self-Employed | La Junta & Fort Collins, Colorado

2003 – 2007

Freelance Carpenter

Framing, finish work, concrete, painting, ground excavation, and general construction work for private homeowners.

EDUCATION

2007

B.S. - Construction Management

Colorado State University, Fort Collins, Colorado

2005

Associate of Arts - Business Administration

Otero Junior College, La Junta, Colorado

REFERENCES

John Francisco

Construction Design & Build
Department Manager
Burns and McDonnell
Engineering Company, Inc.
(303) 204-1506

Julie Seagren

Project Manager
Denver Water
(303) 241-8022

Walt Schwarz

Project Manager
Town of Castle Rock
(720) 733-6030





DUSTIN MILLER

SUPERINTENDENT

dustin.miller@moltzconstruction.com

EXPERIENCE

Moltz Construction, Inc. | Denver Metro Area

2011 – Present

Superintendent

Responsible for overall site supervision and safety, personnel development, review and implementation of plans and specifications, scheduling and coordinating trades, maintaining project schedule, and labor productivity.

Plum Creek Water Reclamation Authority 3MGD Capacity Expansion	\$32.5 M
PAR 1237 Sidestream Removal	\$16.3 M
Stonegate Wastewater Treatment Facility Upgrades	\$12.1 M
Pueblo West Water Treatment Plant Expansion	\$3.4 M
Plum Creek Water Purification Facility	\$15.0 M

Jennison Construction Company | Littleton, Colorado

2003 – 2011

Superintendent

Denver Water Foothills Chain and Flight Replacement
New Chaparral Pump Station
Meridian Wastewater Treatment Plant
Roxborough Lift Stations
Metro Reuse Drying Beds

Chadez Concrete, Inc. | Caldwell, Colorado

2002 – 2003

Garney Construction | Colorado Division

1999 – 2002

Superintendent, Assistant Superintendent

Fort Collins T-5 and T-6 Water Treatment Plant Expansion
Northwest Water Treatment Plant

EDUCATION

1992

Graduate - Mechanical Manufacturing Engineering

Martin Academy, Fort Collins,
Colorado

REFERENCES

Lance Paplow

Project Manager
Denver Water
(303) 356-3841

Dale Pierce

Resident Engineer
Burns and McDonnell
Engineering Company, Inc.
(303) 721-9292

Wes Martin

Manager
Plum Creek Water Reclamation
(303) 688-1991





JOE ANAYA

SUPERINTENDENT

joe.anaya@moltzconstruction.com

EXPERIENCE

Moltz Construction, Inc. | Denver Metro Area

2016 – Present

Superintendent, Field Engineer

Responsibilities include managing employees and subcontractors, project surveying, safety, and quality control. Responsible for all construction surveying and layout throughout every phase of project: site layout, establish grade elevations, establish layout controls, building layout, and equipment layout. Assist the Superintendent with quality control and coordination of work.

Metro PAR 1379 Fixed Asset Replacement Project	\$1.3 M
Golden Water Treatment Facility Filter Gallery Improvements	\$1.5 M
Bennett Wastewater Treatment Facility Improvements	\$5.7 M
Plum Creek Water Reclamation Authority Ditch Air Header Replacement	\$842 K
Plum Creek Water Purification Facility Membrane Expansion	\$990 K

Fischer Construction, Inc. | Littleton, Colorado

2011 – 2016

Superintendent

Georgetown Water Treatment Facility	\$3.0 M
Georgetown Wastewater Treatment Facility	\$5.2 M
Roundup River Ranch	\$1.3 M
Loveland Wastewater Treatment Plant	\$2.4 M
Berthoud Regional Wastewater Treatment Facility	\$4.4 M
Berthoud Wastewater Treatment Plant	\$3.5 M

Jennison Construction Company, Inc. | Littleton, Colorado

1988 – 2011

Superintendent

South Adams County Sludge Heater Building	\$6.2 M
---	---------

Foreman

Klein WP Zone 31 Tank	\$4.1 M
Wolf Ranch 5 MG Reservoir	\$3.8 M
Gray Zone 4 MG Tank	\$2.3 M

Front Range Engineering | Boulder, Colorado

1984 – 1985

Survey Crew

EDUCATION

2016

Trained in Surveying with Construction Applications

Aims Community College,
Greeley, Colorado

1989 – 1992

Certification of Carpentry Apprentice Training

Red Rocks Community College,
Lakewood, Colorado

REFERENCES

Steve Jennison

Owner
Jennison Construction
(303) 917-2501

Mark Spaulding

Project Manager
Mirador NASCO
(303) 505-2138

Jonathan Birnbaum

Fischer Construction
(303) 775-4184



JOE HERNDON

FIELD ENGINEER

joe.herndon@moltzconstruction.com

EXPERIENCE

Moltz Construction, Inc. | Denver Metro Area

2016 – Present

Field Engineer

Responsible for all construction surveying and layout through every phase of the project: site layout, establish grade elevations, establish layout controls, building layout, and equipment layout. Assist the Superintendent with quality control and coordination of work.

Plum Creek Water Reclamation Authority 3MGD Capacity Expansion	\$32.5 M
Pinery Pump Station 1 and ZONE A	\$5.5 M
Bennett Wastewater Treatment Facility Improvements	\$5.7 M

Gil-Roy Construction, Inc. | Littleton, Colorado

2014 – 2016

Skilled Labor

Building and remodeling residential homes.

EDUCATION

General Education

Community College of Denver,
Denver, Colorado

REFERENCES

Kevin Roy

Owner
Gil-Roy Construction, Inc.
(303) 944-3187

Richard Krulish

Denver SE Suburban Water and
Sanitation District
(303) 841-2797

Daymon Johnson

Town of Bennett
(303) 644-3249



VICTOR MERAZ

PROJECT ENGINEER

victor.meraz@moltzconstruction.com

EXPERIENCE

Moltz Construction, Inc. | Denver Metro Area

2020 – Present

Project Engineer

Responsibilities include assisting with estimating, cost control, submittal reviews, maintaining project schedules, coordinating subcontractors and suppliers, contract and change order administration, and material procurement.

Plum Creek Water Reclamation Authority 3MGD Capacity Expansion

\$32.5 M

Swinerton Builders | San Francisco, California

2018 – 2020

Project Engineer, Project Engineer Intern

Bohannon Huston Inc. | Las Cruces, New Mexico

2018

Engineering Technician

EDUCATION

2017

B.S. - Mechanical Engineering Technology

Minor - Renewable Energy

College of Engineering, New Mexico State University

REFERENCES

Kenny Stevens, P.E.

NMSU Professor, Aggies Without Limits Advisor
New Mexico State University
(575) 646-2491

Matt Thompson, P.E.

Office Manager
Bohannon Huston Las Cruces
(575) 532-8670

Dr. Sonya Cooper, P.E.

Dean of Health, Social Services, and Aggies Without Limits Advisor
New Mexico State University
(575) 646-2912

CERTIFICATIONS

Part 107 License

OSHA 30

Nextracker PowerWorx

First Aid and CPR



APPENDIX

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APPENDIX 1: 3.01 SAFETY ORGANIZATION AND SAFETY PERFORMANCE

Moltz Construction conducts Annual Refresher Training at all of our sites on the following safety courses:

- We create a training syllabus at the beginning of each year based on accident trends in the construction industry.
- We train on topics based on our own trends from the previous year (such as trends in near miss incidents, any recordable incidents, first aid incidents).
- Moltz creates its own training cards per trainee. Please refer to below for an example of our employee training cards.

EMPLOYEE TRAINING CARD EXAMPLE

	2020 ANNUAL REFRESHER COURSE	
	Verification of participation and completion of the listed Training Programs	
	Employee	
	Instructor	Willie Dominguez

Course Name	Date Completed
Fall Protection	
Confined Space	
Trench & Excavation	
Ladder & Stairway	
Scaffolding	
Hand & Power Tool	
Crane Signals & Rigging	
Electrical	
Repetitive Motion	
Concrete Awareness	

APPENDIX 2: INSURANCE A.M. BEST RATINGS



December 16, 2020

Moltz Construction, Inc
PO Box 729
Salida, CO 81201

RE: Experience Modification Rates

Moltz Construction, Inc.'s experience modification history is as follows:

08/01/2020 – 08/01/2021: 0.57
08/01/2019 – 08/01/2020: 0.59
08/01/2018 – 08/01/2019: 0.61
08/01/2017 – 08/01/2018: 0.60
08/01/2016 – 08/01/2017: 0.65

Feel free to contact me directly at 303-615-7531 with any questions or concerns.

Sincerely,

Kelly McMaster

Kelly McMaster
Servicing Account Manager

Risk Management, Insurance,
Surety, and Employee Benefits

Dallas | Denver | Kansas City | Wichita
www.imacorp.com
Protecting Assets. Making a Difference.SM
IMA, Inc. dba IMA Insurance Services, CA Lic #0H64724

1705 17th Street
Suite 100
Denver, CO 80202
Phone: 303-534-4567
Phone: 800-813-0203
Fax: 303-534-0600





City Council
STAFF REPORT
City of Glenwood Springs
January 7, 2021

Agenda Item:	Ordinance 29, Series of 2020; An Ordinance of the City Council of the City of Glenwood Springs Amending section 020.020.040 (c) to Limit Board Member Terms on Boards and Commissions (SECOND READING)
Action Requested:	Approve Ordinance 29 amending the terms of Boards and Commissions.
Department:	Attorney
Presented By:	Glenwood Springs Legal, Legal
Background Info:	At Council's direction Ordinance 29 limits the term of board and commission members to two terms with no exceptions.
Issues:	NA
Staff Recommendation:	Approve Ordinance 29 to amend the terms of Boards and Commissions as determined by City Council.

ORDINANCE NO. 29

Series of 2020

AN ORDINANCE OF THE CITY OF GLENWOOD SPRINGS, COLORADO, AMENDING SECTION 020.020.040(c) TO LIMIT BOARD MEMBER TERMS ON BOARDS AND COMMISSIONS.

WHEREAS, the City of Glenwood Springs (“Glenwood Springs” or the “City”) is a home-rule municipality organized under Article XX of the Colorado Constitution and with the authority of the Glenwood Springs Home Rule Charter; and

WHEREAS, Section 020.020.040(c) of the Glenwood Springs Municipal Code regulates term limits for members of boards and commissions; and

WHEREAS, the City Council determines it is in the best interest of the City to limit Board member terms on boards or commissions; and

WHEREAS, the City Charter of the City of Glenwood Springs requires that an ordinance be enacted to effectuate the amendments.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GLENWOOD SPRINGS, COLORADO, ORDAINS:

Section 1. The foregoing recitals are incorporated herein as if set forth in full.

Section 2. Section 020.020.040(c) is hereby amended as follows, with double underlined text added and ~~strike through language deleted~~:

Section 020.020.040 – Appointment, removal, term and vacancies of boards and commissions.

- (c) *Limit to term of members.* ~~Unless it is deemed vital by the City Council that an appointed member of a board or commission be retained in office, each member shall be replaced after having served for six (6) years on a board or commission; however, nothing in this subsection shall be construed to prevent the appointment of a member to a new term where, at the expiration of his/her current term, he/she will have served for less than six (6) years. No Board member shall serve more than two (2) successive terms on the same board or commission.~~

INTRODUCED, READ, PASSED, AND ORDERED PUBLISHED BY TITLE ONLY
THIS ____ DAY OF DECEMBER 2020.

CITY OF GLENWOOD SPRINGS, COLORADO

Jonathan Godes, Mayor

ATTEST:

Ryan Muse, Assistant City Clerk

INTRODUCED, READ ON SECOND READING, PASSED AND ORDERED
PUBLISHED BY TITLE ONLY TO BE EFFECTIVE IMMEDIATELY THIS ____ DAY OF
____ 2021.

CITY OF GLENWOOD SPRINGS, COLORADO

Jonathan Godes, Mayor

ATTEST:

Ryan Muse, Assistant City Clerk



City Council
STAFF REPORT
City of Glenwood Springs
January 7, 2021

Agenda Item: Level Red Rescue Grant Ratification

Action Requested: Provide Staff direction on any additional grants to businesses.

Department: City Administration

Presented By: Debra Figueroa, City Manager

Background Info: Council directed staff to provide certain local businesses impacted by the COVID crisis aid in the form of grants in the total amount of roughly \$165,680.63. At the time Council determined which businesses were eligible it asked any business not included to appear at the January 7th meeting to request inclusion.

Issues: N/A

Staff Recommendation: Staff defers to Council.

BUSINESSES RECEIVING RED LEVEL GRANT ASSISTANCE

Business Name

- 1 Arqueta Taqueria Inc.
- 2 Bluebird Cafe, LLC
- 3 Carelli's Inc.
- 4 China Town
- 5 Cooper Enterprises LLC (Local)
- 6 Daily Bread
- 7 Defiance Holding Company, LLC (Rocky Mountain Pizza)
- 8 Doc Holliday's Tavern
- 9 East Java LLC (Kedai)
- 10 El Sarape LLC (Spanglish)
- 11 Fiesta Guadalajara - Glenwood
- 12 Frida
- 13 Glenwood Canyone Brewing Company
- 14 Glenwood Vaudeville Revue
- 15 Green Enterprises Ltd (Russo's Pizza)
- 16 Grind
- 17 Hugo's Restaurant
- 18 Italian Modern Cuisine LLC (Trattoria Brava)
- 19 Jilbertitos Mexican Food
- 20 JKL Holdings Inc (Italian Underground)
- 21 KC's Wing House & Sports Bar, LLC
- 22 L & Y INC. (Sacred Grounds)
- 23 Las Margaritas Mexican Restaurant
- 24 Las Palmas Mexican Food CO
- 25 Lau's Group LLC (May Palace)
- 26 Little Bavarian
- 27 Loyal Brothers (Native Son)
- 28 Masala & Curry LLC
- 29 New Era Food Inc (Kanpai Sushi)
- 30 Norrish Zhang LLC (Ming's Café)
- 31 Pullman, The
- 32 Rivers Restaurant
- 33 Riviera Supper Club Inc.
- 34 Sal Mex
- 35 Slope and Hatch
- 36 Springs Downtown Bar and Grill
- 37 Tequila's
- 38 Zheng Asian Bistro



City Council
STAFF REPORT
City of Glenwood Springs
January 7, 2021

Agenda Item: Professional Services Agreement extension for Municipal Judge for 2021 and 2022

Action Requested: The Municipal Court Judge is an independent contractor managed by City Council. The position is hired on a rolling two year contract that is renewed each year.

Department: City Administration

Presented By: Steve Boyd, COO

Background Info: The position is currently held by Judge Amanda Maurer. Her Honor is an experienced professional that represents the City extremely well.

Issues: None

Staff Recommendation: Staff supports approval of Judge Maurer's contract extension.

AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES

This AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES is made to be effective the 1st day of January, 2021 between the CITY OF GLENWOOD SPRINGS, a municipality under the laws of the State of Colorado ("City") and AMANDA N. MAURER MILLER, individually ("Independent Contractor").

RECITALS:

WHEREAS, the City and Independent Contractor executed an agreement, effective January 1, 2017, for Municipal Court Judge services for the City ("Initial Agreement"), the executed copy of the Initial Agreement being on file with the City Clerk; and

WHEREAS, the City is interested in maintaining the continuity of Independent Contractor's services.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS, CONDITIONS AND AGREEMENTS HEREIN CONTAINED, THE PARTIES REAFFIRM ALL TERMS INCLUDED IN THE INITIAL AGREEMENT WITH THE FOLLOWING AMENDMENTS:

1. Section 2 of the Initial Agreement is hereby amended to read as follows:

Consideration/Compensation. The City agrees to pay Independent Contractor Four Thousand Two Hundred Forty-Three Dollars and Sixty Cents (\$4,243.60) per month.

2. Section 3 of the Initial Agreement is hereby amended to read as follows:

Term. This Agreement shall be effective from January 1, 2021 through December 31, 2022. This Agreement may be renewed for subsequent two-year periods upon mutual consent of both parties and execution of an amendment to this Agreement.

Except as provided for herein, all terms and conditions of the Initial Agreement remain unchanged.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands this ____ day of _____, 2020.

ATTEST:

CITY OF GLENWOOD SPRINGS

By: _____
Jonathan Godes, Mayor

Ryan Muse, Assistant City Clerk

Amanda N. Maurer Miller, Esq.
P.O. Box 916
Glenwood Springs, CO 81602
970-928-9100



City Council
STAFF REPORT
City of Glenwood Springs
January 7, 2021

Agenda Item: MOVE Study Recommendations from the Transportation Commission

Action Requested: Review and discussion of these recommendations made by the Transportation Commission. If the Council wishes to move forward with these recommendations, scope of work and fee changes will be brought to the next meeting for consideration.

These recommendations regarding the MOVE Study were made at the last Transportation Commission meeting held on December 1st. (Recommendations #1 and #5 regarding the Blake Gate and the South Midland Project will be considered at another meeting).

Recommendation #2:

The Transportation Commission recommends to City Council that the MOVE study consultants be directed to focus and prioritize improvements and coordination of existing transit systems, parking policies and pedestrian / bike infrastructure serving GWS to improve local traffic conditions before any BRT locally preferred alternative decisions are made. *(Motion passed with unanimous approval)*

Recommendation #3:

The Transportation Commission recommends to City Council that no locally preferred alternative with regard to peak hour BRT busway solutions should be selected until a larger, regional TDM strategy, that focuses on reduction of traffic and improvements of existing efficiencies within Glenwood Springs, is first completed. *(Motion passed 4-1 (with one abstention))*

Recommendation #4:

The Transportation Commission recommends to City Council that RFTA BRT service should only be allowed to offer an in-line stop in the downtown area. The Transportation Commission does not support the incorporation of bus transfer facilities and/or park and rides in the downtown area. *(Motion passed 5-1 (with one abstention))*

Department: Engineering

Presented By: Terri Partch, City Engineer

Background Info: The City has partnered with RFTA through the MOVE study to evaluate these major transportation elements within the City:

- Extending BRT from southern Glenwood (27th Street) to west or north Glenwood.
- Evaluate a new bus transfer station in the vicinity of downtown to facilitate bus connections between the BRT service and the local bus systems.
- Evaluate existing parking both in the City's downtown area as well as the BRT stations to look at use and recommend capacity and management improvements.
- Evaluate and optimize the existing local bus routes (Ride Glenwood Springs, RFTA's Valley Local and RFTA's Hogback service).

- Recommend pedestrian and bicycle improvements.
- Evaluate vehicular operations on SH 82 and recommend improvements.

At this time Parsons, the consultant team chosen by the City and RFTA, is about two-thirds of the way through the complete study. They have worked extensively with the Transportation Commission to address their questions and concerns, however the Transportation Commission remains unconvinced that BRT is needed through Glenwood. They would like to evaluate optimizing the local bus systems first before considering a BRT route. They also remain opposed to a downtown transit station, with the exception of an in-line station on Grand Avenue.

Parsons developed responses to the Transportation Commission's recommendations which are here:

In response to recommendation #2 - Evaluating the local system ahead of determining the location of the BRT route:

The consultant team can focus on the local transit systems, parking policies, and pedestrian/bike infrastructure developed first. However, much of the analysis and recommendations would need to be re-evaluated after the BRT locally preferred alternative decision is made to ensure everything connects and is in alignment with each other. This is not the most efficient path forward and will be an additional cost for the project. Below are additional points for why it makes sense to first determine the BRT locally preferred alternative:

- Primary or spine (sometimes called line-haul) bus routes, like the BRT through Glenwood Springs, must be identified first in route service planning, particularly in terms of alignment, station locations/key destinations/transfer points, and end-of-line layover points.
- Local connection (sometimes called circulator or feeder) routes, like Ride Glenwood, can then be logically identified to serve the community travel patterns and connect to the primary routes in the most logical and efficient manner, without duplication of service.
- If the primary routes are not established first, the local connection service planning effort becomes an endless evaluation of multiple combinations and permutations with no logical conclusion and therefore a waste of time and money.
- Connetics Transportation Group (a bus system sub consultant to Parsons) has developed some initial ideas about how to make the local connection routes more effective (with higher ridership) and efficient (with less duplication), but those ideas cannot be refined any further until the BRT extension details are better defined.

In response to recommendation #3 - TDM

Parsons has provided a scope and cost estimate for Fehr & Peers to complete a TDM study with regional recommendations. Fehr & Peers, who is on the MOVE team, is an expert in the field. If it is desired to determine TDM strategies "in-house", we recommend that Fehr & Peers review and evaluate the recommendations.

In response to Recommendation #4 - No bus transfer facilities downtown

An alternative to a park-n-ride and in-line station that could be considered and appropriate for downtown Glenwood Springs is a bus transfer station with no parking. The various bus routes' schedules would be coordinated to ensure transfers between lines so buses would arrive and depart in close proximity and there may be a few buses at the station at the same time (so the station would need to be sized accordingly) but there would be no layover or idling of buses. This is slightly different than an in-line station because the bus schedules are coordinated.

Issues:

Recommendation #2 and #3 will carry additional costs to evaluate. If Council would like to consider these items, staff will bring them to the next Council meeting for consideration.

In addition, it is very important to RFTA and to the City that this study be concluded and a BRT route chosen. Two of these recommendations would delay the study indefinitely.

Staff Recommendation:

My recommendations are as follows:

#2 - Focus and prioritize local transit systems, parking, and pedestrian and bike improvements before any BRT decisions are made.

I believe that the consultant is correct, that considering the local system ahead of understanding where a transit mainline (BRT) would go would lead to the need to re-evaluate the local system after the main line route is chosen. This would contribute to study cost overruns.

Significant growth in down valley communities and the additional traffic that will be generated in Glenwood Springs as a result make it important that the City begin to put in place measures to reduce traffic. A BRT system through town is one of the measures that should be implemented to capture down valley commuters before they come through town to reduce congestion and preserve the City's quality of life in the future.

A BRT line through town is also very important to RFTA from the perspective of having effective regional transportation.

I recommend that the Council not adopt this recommendation.

#3 Implement regional transportation demand management (TDM) before selecting a BRT alternative.

I believe TDM for the City, and if possible, for other communities in the valley is important to incentivize people to use the BRT service. I believe that staff should work on TDM measures internally with the Transportation Commission to present to the Council with the adoption of the study recommendations. I don't believe that TDM must proceed the BRT alternative selection.

I recommend that the Council not adopt this recommendation.

#4 An in line stop for the BRT service only

I believe that a transit station in the downtown area would have economic development, downtown vibrancy, and affordable housing benefits as well as transit benefits in downtown Glenwood. While an inline station would work to transfer between busses, I believe that a properly designed and placed bus transfer station could be a benefit to the whole downtown area.

I recommend that the Council not adopt this recommendation.

GLENWOOD SPRINGS TRANSPORTATION COMMISSION

Formal Recommendations passed at the December 1, 2020 Meeting MOTIONS

DECEMBER 1, 2020

December 8, 2020

Council –

The following formal recommendations were all considered and passed by the City of Glenwood Springs Transportation Commission at its December 1, 2020 meeting. All these matters address transportation issues which the majority of the Commissioners consider to be important and timely. As reflected below, we, the Commissioners, hope the City Council will consider putting each of these into immediate effect.

- Sandy Lowell, Chair

Motion Recommendation #1:

“That the The Transportation Commission recommends to City Council that the Blake Gate be opened as soon as possible, with a minimum of improvements, with a one-way southbound only stretch between 26th and 27th Street, on a temporary basis (with an intention to revisit the issue in 6 months’ time).” (Motion Passed 5-2)

Motion Recommendation #2:

“The Transportation Commission recommends to City Council that the MOVE study consultants be directed to focus and prioritize improvements and coordination of existing transit systems, parking policies and pedestrian / bike infrastructure serving GWS to improve local traffic conditions, before any BRT locally preferred alternative decisions are made.” (Motion passed with Unanimous approval)

Recommendation Motion #3:

~~“The Transportation CommissionTC recommends to City Council that no locally preferred alternative with regard to peak hour BRT busway solutions should be selected until a larger, regional TDM strategy, that focuses on reduction of traffic and improvements of existing efficiencies within Glenwood Springs, is first completed.”~~ *(Motion pPassed 4-1 (with one abstention))*

RecommendationMotion #4:

~~“The Transportation CommissionTC recommends to City Council that RFTA BRT service should only be allowed to offer an in-line stop in the downtown area~~only.~~ The Transportation Commission and does not support the incorporation of bus transfer facilities and/or park and rides in the downtown area. *(Motion pPassed 5for--1 (with one abstention))*:-~~

RecommendationMotion #5:

The Transportation Commission endorses the following specific adjustments to the design drawings and specification narratives for the South Midland reconstruction project/contract (via change orders, field engineering, or other reliable techniques):

- ~~A c~~Crosswalk across Midland at Mountain Market installed at 8 feet wide (replicating existing crosswalk);
- ~~A c~~Crosswalk across north Mountain Market driveway installed at 8 feet wide (replicating existing crosswalk);
- New lengths of multiple-use paths (around roundabout, in front of Park West) installed using continuous-pour concrete with saw-cut joints;
- ~~A w~~Warning sign for crosswalk across northeast arm of roundabout changed to bicycle-pedestrian silhouette (MUTCD W 11-15);
- Efforts undertaken to ~~C~~clarify bicycle riding in roundabout with pavement markings (sharrows) and approach signs (bicycles-use-full-lane, MUTCD W16-1P e.g.).”

~~SL seconded the Motion.~~*(Motion passed with Unanimous approval).*

Jeff Houk comments on MOVE alternatives report

Here are my thoughts on the MOVE Alternatives Analysis report. By way of introduction, I have a 35-year background in transportation and air quality issues--16 years with the Environmental Protection Agency, 17 years with the Federal Highway Administration, and 2 years as a private consultant. I do not have extensive experience in transportation planning, but I do have two decades of experience with NEPA (the National Environmental Policy Act), which governs the required public review process for federal projects, including projects like this one that may be funded by the Federal Transit Administration. More to the point, I spent the last several years of my career involved in NEPA litigation in the context of controversial highway projects advanced by FHWA, including the South Mountain Freeway in Arizona, and the current I-70 improvement project (the Central 70 project) in Denver. In that capacity, I worked to write responses to public and then litigant comments, helped FHWA's attorneys understand the reasoning behind our NEPA analysis and create the administrative record, and helped these attorneys develop responses to arguments raised by plaintiffs in briefs. This experience informs my thoughts on the BRT alternatives report. I reviewed this report under the assumption that it is the primary document that would be used to identify a Preferred Alternative to carry forward into the NEPA process.

Context/Purpose and Need

The report does not have a distinct purpose and need discussion, but this context is addressed at various points in the document. In my opinion, the report seems to define the purpose and need of the project too narrowly.

As I read this report, the purpose of the project is to get buses from the West Glenwood RFTA station to the 27th Street RFTA station more quickly. Is this really a valid project purpose? Is the goal really to get buses from one point to another faster? Or is it get bus passengers from their origin to their destination faster? The report only focuses on the Glenwood Springs area, and is mostly silent on why only this section of the overall RFTA BRT route needs to be improved. If the overall goal is to improve BRT travel times between West Glenwood and Aspen, then there are other potential alternatives. As Ralph Trapani has pointed out in Transportation Commission meetings, there is an already-approved project in Aspen that would improve travel times more than any of the alternatives in this report, but has not been implemented. The report also fails to document how an improvement in BRT travel times in a 2-mile section of Glenwood Springs would achieve any larger goal, such as increasing bus ridership, improving travel times for non-bus users, reducing congestion or accidents, reducing air pollution, or any other useful benefit. Instead, it treats improved BRT travel times in this very limited section of RFTA's overall system as the major goal; other potential benefits are treated superficially (such as the subjective evaluation of changes in bus ridership).

During the October 6th Transportation Commission meeting, it was noted that there hadn't been a formal O/D study. This seems odd given the scope of the overall MOVE effort. Without a good understanding of "who is trying to get where," it seems premature to start figuring out how to get them there faster.

My exposure to this project has been limited to review of the alternatives report, along with viewing the recordings of three recent Transportation Commission meetings. (I just moved here in July, and missed

the opportunities for earlier public outreach.) It could be that a discussion of the purpose and need for this project is located in some other document. It certainly should be documented somewhere.

Level 1 Alternatives

A key shortcoming of the report is that it only evaluates BRT alternatives. There are other ways to expedite bus traffic through the city, but they are not covered in Level 1 (or Level 2) screening. In NEPA, all reasonable alternatives must be evaluated, so this report is not complete as a foundation for a future NEPA document. In recent Transportation Commission meetings, other possible approaches were discussed, including better integration of RFTA service with the local bus system, TSM measures to improve overall traffic flow (including buses), and TDM measures to reduce overall traffic volumes.

To this, I would add other measures to speed traffic flow, including widening Grand Avenue and/or speeding traffic flow on Midland. Again, I understand that there is some history here that I am not fully aware of, but any alternatives report that disregards viable non-BRT alternatives is bound to lead to challenges later on. I do know that there are other projects in the pipeline that could ease congestion on Grand downtown and improve overall traffic flow, including the South Midland/South Bridge project, the proposed 14th Street Bridge (in the long-range transportation plan), and even the Blake Street reopening, which will not likely impact traffic volumes downtown but could pull some traffic from Highway 82 near the 27th Street RFTA station. Parking improvements downtown to provide alternatives to parking right along Grand Avenue would reduce congestion in that section and could be a stand-alone alternative. The report does not discuss how the recent necessity of working from home might turn into a long-term option to reduce travel demand during commuting hours; i.e., even though employment is projected to increase, this does not mean that commuter traffic volumes will increase at the same rate.

Travel time estimates

The report uses Google Maps as a source of travel time and distance estimates, and applies an adjustment factor to arrive at bus travel times. It seems to me that RFTA itself might be a much better and more reliable source of bus travel time data. RFTA, like many other transit agencies, has a “Where’s My Bus”-type app that provide real-time estimates of bus arrival, which are presumably based on GPS monitoring. It seems like these actual RFTA data would be a more appropriate source for travel time estimates than Google. The consultant could use these data to estimate non-stop travel times and then add estimated (or measured) dwell times at interim stations.

It is also unclear whether the travel time estimates for the Rio Grande corridor alignment includes the effect of the south-end connection options discussed on page 12 of the report, but it does not appear so. If buses using Rio Grande encounter an additional signalized intersection upstream from the 27th Street intersection, this delay will consume some of the estimated travel time savings associated with this option. Intersection delay of 1.7 minutes or more would essentially negate the travel time benefit of this option compared to the Grand Avenue options.

The report does provide estimates of future travel times, but based on the discussion on page 23, these seem very back-of-the-envelope. The Glenwood Springs 2015 Long-Range Transportation Plan envisions development of a travel demand model, which would certainly be appropriate given the scope of this proposed improvement project. Short of that, it would be better to use estimates of future traffic volume growth and Highway Capacity Manual equations to estimate degradation in travel times under

future alternatives. While informative and inexpensive, this was not done either. Readers of this report are left to make decisions regarding alternatives based on Google Maps estimates of the present and rough extrapolations to the future.

Finally, the report only evaluates the travel time savings within Glenwood, not on the overall RFTA system. The current (scheduled) morning peak travel time from West Glenwood to Aspen on the BRT system is roughly an hour and twenty minutes. An alternative that improves travel time through Glenwood by 2 minutes would only reduce *whole-system* travel time by 2.5%. Impacts on system-wide travel time should be added to the report, because this is a useful perspective for the decisionmakers who are contemplating committing up to \$20,000,000 to a solution.

Level 1 Screening

The Level 1 screening criteria for the BRT alternatives seem overly weighted towards travel time; why is there a need to have three (out of five) criteria focused on this element (travel time, savings in travel time, and travel time reliability)? The effect of this is obvious in looking at Table 5, where if travel time (criterion 2) were the only time-related factor used, No Build would be tied with the Rio Grande corridor, and only one point different than the Grand Avenue alternative. When it comes to the transit center alternatives, only one of the four criteria involves travel time, and the other three criteria are *not* applied to the BRT alternatives, even though they are arguably related (bike and ped access to downtown, walking access to transit, and congestion relief downtown). As an outside observer, it's not obvious why different criteria were applied to the location of a central transit center and to location of a BRT corridor. Logically, they should be related, since they function as a system.

Midland Alternative

The Midland alternative was dismissed in Level 1. However, I have some observations on the evaluation of this alternative. First, the distances in Table 5 are incorrect, because the characterization of the Grand Avenue alternative leaves out the section of street between the 8th and Midland intersection and the 8th and Grand intersection. With this section included, both corridors are 2.0 miles in length. Second, the travel times given in Table 5 are counterintuitive, given the characteristics of each route. Starting and ending at 27th and Highway 82, Midland has one stop sign and several speed bumps. Traveling to the same destination via downtown and Grand Avenue, there are two stop signs and 11 traffic signals. Both routes have a speed limit of 25 mph for more of their distance. Driving each route myself, during off-peak hours, I measured a travel time of 5.5 minutes on the Midland route, and 6.0 minutes on the Grand route.

With the future completion of South Bridge, the Midland option also opens up the possibility of a RFTA BRT route that bypasses the 27th Street station entirely (an "Express" route). Commuters heading to destinations upvalley from Glenwood could board at the West Glenwood station and avoid all central Glenwood traffic on their way to Carbondale and points beyond. RFTA could potentially alternate buses, with one bus heading down Midland, and the next heading through Glenwood to 27th. This is yet another alternative that is not mentioned or analyzed in the report.

Level 2 Screening

The level 2 screening process repeats some of the same biases as level 1 screening. There are redundant criteria for travel time, service hours, cost, and community support. If the overall goal is to

improve BRT travel time through Glenwood, why are there separate criteria for travel times from 27th to downtown, and 27th to West Glenwood? Why are service hours and annual O&M costs scored separately between these two sets of location? Why have separate criteria for service hours (counted twice) and ridership (counted once)? Why are annual costs (counted twice) and one-time construction costs (once) weighted equally in the scoring, as opposed to calculating one lifetime cost for each option? Why are the evaluations of a focus group, the appointed Transportation Commission, and the general public given equal weight?

There is no discussion as to what is included in the capital cost estimates. Do they include acquisition of any additional ROW needed? Pedestrian crossings, noise walls and other necessary mitigation along the Rio Grande alignment? Mitigation for parking impacts and pedestrian safety along the Grand Avenue alignment? They almost certainly do not factor in any external costs to the community, including loss of residential property values, loss of ecosystem values (wildlife movement, monarch habitat, etc.) health effects of increased noise, increase in impervious surfaces, etc.

The screening criteria also do not address “buildability” issues, including possible 4(f) issues and/or legacy hazardous waste along the Rio Grande alignment, utility relocations (at least downtown) along Grand Avenue, etc.

Governance

The report provides an overview of several Level 2 options that would partially mitigate impacts on either Grand Avenue or the Rio Grande corridor through operational measures, including time-of-day limits, capacity limits, and so on. However, it is silent on the topic of enforcement mechanisms to ensure that these limits are adhered to. This is particularly acute in the case of the Rio Grande corridor, where RFTA owns the ROW. What mechanism would be in place to require RFTA to adhere to time-of-day restrictions? Would use of the corridor be limited to 24 buses per day, or would maintenance vehicles, supervisor vehicles, and out-of-service vehicles also be allowed? What would prevent RFTA from leasing the corridor to other users (such as emergency services) as a cost-sharing measure?



City Council
STAFF REPORT
City of Glenwood Springs
January 7, 2021

Agenda Item: Spring Cleanup Options and Discussion for 2021

Action Requested: Discussion of the Two Options Being Presented to Council for Spring Cleanup 2021

Department: Public Works

Presented By: Matthew Langhorst, Public Works Director
Jennifer Ooton, Assistant City Manager

Background Info: Due to the COVID pandemic the City of Glenwood Springs had to cancel the 2020 Glenwood Springs Spring Cleanup that has historically occurred. With the current COVID circumstances it appears that 2021 may be in the same situation. Public and Employee safety will always take precedent and the City may have to cancel Spring Cleanup until a vaccine is widespread, move its timing or come up with a new plan on how to accomplish the process. Staff is recommending two options on how Spring Cleanup could look in 2021 and some potential dates to discuss for when it could happen. Please see attached report.

Issues: None

Staff Recommendation: Discussion

City of Glenwood Springs Spring Cleanup 2021 Options

Background:

The City of Glenwood Springs conducts an annual spring clean-up operation for the residents of Glenwood Springs. Spring clean-up allows the City residents to place brush and debris piles within the City streets, crews go neighborhood to neighborhood picking up these piles. Crews use a combination of front end-loaders, backhoes, tandem dump trucks and manual labor to load the brush and debris. All materials are then taken to the South Canyon landfill at the City's expense. These funds are typically funded from the General Fund.

Spring Clean-up requires the entire Streets Department crew (9 members), the SWAT department crew (3 members) and often members of the Parks Department are called in to assist. This means that normal street and storm drain maintenance is put on hold for 4-6 weeks in the spring. The scope of services for spring clean-up include separating the piles of debris into the categories noted below:

Shred-able Material

- Mattress
- Furniture
- Wood
- Brush

Trash / Debris

- Any non-shred able material
- Paper goods
- Lawn Debris
- Spring Cleanup items

Metal

- All solid metal that can be recycled

Restricted items:

- Paint
- Batteries
- TVs
- Refrigerators (without freon free sticker)
- AC Units
- Tires
- Oil
- Gas

- Propane or “air” tanks
- Electronics

Options for Updates to 2020 Spring Clean-up Options 1 and 2:

Option 1:

Option 1 is a standard operation spring cleanup effort with some outside resources utilized for efficiency and to free up City staff. Streets would hire out 2-4 tandem dump trucks and drivers from a local contractor to help with this option and free up the maintenance crew to start springtime work. The City would once again provide landfill vouchers to multi-family and private subdivision residents for their use at the landfill.

Issues that arose with this option in 2019:

- Enforcement of community piles.
- Trash and Debris are still stored in the gutter line during cleanup.
- Unknown debris within the piles:
 - Crews have found needles, sharp objects and other unknowns in the past.
 - Crews undertake a Haz-Mat training every year prior to Spring Clean-up due to the unknown waste stream.
- Deferred maintenance with crews being utilized for trash collection versus streets projects.

This option has three costs to it: Lost crew time, equipment wear/tear and cash value.

- Crew Lost Time: 630 hours or approximately 79 – 8-hour workdays.
- Equipment Wear: \$44,610 approximate cost.
- Cash Value for Trucking Services: \$38,000.

Option 2:

Option 2 would change the look of spring clean-up and move it to one or two centralized collection locations in town and would require residents to bring their trash/debris to these locations instead of a curb side pickup. This could be set up as a Friday-Saturday event and could include City Staff collection waste on Friday by appointment for residents that cannot make it to the collection location with their items. The City could then work with Rotary, Lions Club or other volunteers as a team to go out during Saturday to help people transport their items to the collection site via an appointment system. The plan would include setting up a site or two with multiple 40-yard trash collection cans to separate items being brought to the site.

The City would create an RFP to bid out for collection site operations and hauling services. Part of the RFP would be for the hauler to provide staffing for the site and temporary fencing for the site to control the intake of materials in off hours. This system would allow a local trash hauler

to bring separated 40-yard roll off cans to the correct locations at the landfill presorted so that City staff does not have to sort and haul the material. With this option the City would still collect brush at the rodeo grounds and the City would chip this material on its own. A metal recycling company would also be part of the collection process with metal collection provided within their 40-yard containers that would be removed by the hauler as needed. The metal recycler would be responsible for staffing of their containers within the fenced area provided by the main hauler.

This option could be set up as an Earth Day type of event with the opportunity to make it a community event that Parks could help coordinate and make it a new tradition for the City. It could include music and have a festive atmosphere. Hazardous Waste Day that the Landfill provides to City residents each year could occur during this event making in an all-encompassing event for City wide cleanup. We could invite File Finders to come and take part in the event, and request that they turn it into a local charity drive.

This option would save the City staff time for the 10-12 employees that we utilize for the collection of trash/debris during spring cleanup and would let the Streets and SWAT departments begin their spring, summer and fall work 4-6 weeks earlier. This means potholes filled, culverts jetted, streets swept, and overall repair and maintenance of the City infrastructure completed over a longer period.

This option would provide the much-appreciated spring clean-up service to the residents of Glenwood while also allowing the Streets and SWAT Department to fulfill its maintenance and construction obligations to the City, resulting in a win for the City and residents. Pothole complaints are at their worst in the Spring when we have the Streets Department not filling them but collecting trash.

Possible Dates:

- April 24th and 25th to coincide with Earth Day on the 22nd.
- June 5th and 6th or 12th and 13th, before Strawberry Days.
- November 12th and 13th to coincide with Recycling Day.

Staff is recommending waiting until the summer early fall to reduce the risk of COVID -19 interrupting the event.

This option has three costs to it: Lost crew time, equipment wear/tear and cash value.

- Crew Lost Time Estimated: 120 hours or 1 – 10-hour workday.
- Equipment Wear: \$5,000.
- Cash Value of Provided Outside Services: ~\$50,000



City Council
STAFF REPORT
City of Glenwood Springs
January 7, 2021

Agenda Item:	Adding Private Improvements into Public Projects
Action Requested:	Decision whether to price and add private improvements into the South Midland Project
Department:	Engineering
Presented By:	Terri Partch, City Engineer
Background Info:	The City has been asked by a local resident at 3305 Hagar Lane to add a fence on the east side of the sidewalk to prevent people on the sidewalk from looking down onto the property, and to prevent cut through from pedestrians trying to get down to Hagar Lane. In addition, Mayor Godes has asked staff to consider partnering with the local owners of residents between the northern and southern entrances of Park West Drive along Midland Avenue to replace the fence that exists adjacent to the road.
Issues:	Staff is concerned that paying for private improvements adjacent to public projects (outside of a right of way negotiation process) will lead to many requests and inflated costs for public projects.
Staff Recommendation:	Staff recommends that City Council does not approve private improvements not associated with a Right of Way acquisition agreement.



City Council
STAFF REPORT
City of Glenwood Springs
January 7, 2021

Agenda Item: Planning and Zoning Commission Appointments

Action Requested: Appoint individuals to fill open alternate seats on the Planning and Zoning Commission with terms ending February 2022.

Department: Economic and Community Development

Presented By: Gretchen Ricehill, Assistant Director of Economic and Community Development

Background Info: During its December 17th workshop, Council interviewed three applicants to fill two vacant alternate seats on the Planning & Zoning Commission. Applicants interviewed were Peter Waller, Joy White, and Beatriz Soto. Applications are attached.

On December 28, 2020, the City Clerk's office received one additional application from Charlotte Brooks. That application is also attached.

The Planning and Zoning Commission consists of seven regular members and two alternates. The alternates are frequently called upon to hear and vote on land use applications when regular members are absent or have conflicts. Alternates also participate in all workshop discussions.

The two alternate positions were vacated when Dean Kinkel resigned in September and when Ben West was appointed in November to fill Ingrid Wussow's regular seat.

Issues: None.

Staff Recommendation: None.

Respondent

<

1

Anonymous

>

09:55

Time to complete

Thank you for your interest and time commitment in serving your community. Please complete all questions on this application.

Personal Information

1. Name *

Beatriz Soto

2. Home Address *

131 soccer field rd. G4 Glenwood Springs CO 81601

3. Mailing Address *

131 soccer field rd. G4 Glenwood Springs CO 81601

4. Home Phone *

720-355-9297

5. Work Phone *

720-355-9297

6. Mobile Phone *

720-355-9297

7. Email Address *

arq.beatrizsoto@gmail.com

8. Occupation *

Program Director | Architect

Personal and Professional Interests

9. Why are you interested in serving on the Planning and Zoning Commission? *

To bring a diverse voice to the board and bring up equity issues to the P&Z commission.

10. What do you view as your role if selected as a member to the Planning and Zoning Commission? *

A Planning and Zoning Commission is our local appointed government board charged with recommending to the local town or city council the boundaries of the various original zoning districts and appropriate regulations to be enforced

11. What experience have you had in the land use approval process? *

I've only done it through work, from PUD, lands use for development designs and single family residences.

12. Do you have any particular areas of interest or a particular perspective relating to land use development in Glenwood Springs? *

I'm in favor of density, equal opportunities, community development that benefits our diverse community

13. Can you describe an experience making a decision that made people unhappy? *

Pushing for environmental regulations

14. Can you separate yourself from personal opinions and represent the City's goals, policies, plans, and the Glenwood Springs Municipal Code in an equitable fashion? *

Yes

15. The Planning and Zoning Commission members generally attend two meetings a month and can have extensive packet materials to review in preparation for meetings. Do you have any existing time commitments that will hamper your ability to serve? *

At the moment no.

16. Are you aware of and understand the quasi-judicial function of the Planning and Zoning Commission? *

Yes

17. What experience do you have working with people on a board, commission, or committee? *

I'm on the board of multiple non-profits, PTA at GSES, and have been on several committees.

18. Please select today's date. *

11/12/2020



19. Have you served on the Planning and Zoning Commission before? *

☒ No

☐ Yes

Powers and Duties of the Planning and Zoning Commission

(as defined in Title 020 of the Glenwood Springs Municipal Code)

Composition of the Planning and Zoning Commission:

a. Seven (7) citizens who are residents of the City.

f. Powers and Duties

The powers and duties of the Planning and Zoning Commission shall be:

(1) To develop and recommend a master plan subject to the approval of the City Council and its environ in accordance with the provisions of this Code and the laws of the State.

(2) To recommend to the City Council boundaries of zone districts and regulations to be enforced therein, in accordance with the provisions of this Code and the laws of the State.

(3) To review proposals relating to subdivision, development and use of land and make decisions or recommendations on such proposals, in accordance with the procedures and provisions set forth in this Code.

(4) To hear and decide appeals wherein there is a question of interpretation of the zone district map, the master plan or related documents and similar questions as they may arise in the administration of this Code.

(5) The Planning and Zoning Commission shall have the duty and power to act on appeals with regard to matters arising from enforcement of provisions of Title 070 of this Code, including:

a. Review of administrative decisions. To hear and decide appeals where it is alleged there is

error in any action,

including any order, interpretation, requirement, decision or determination made by an administrative official

of the city in the enforcement of Title 070 of this Code.

b. Variances. To hear and decide requests for variances from the zoning provisions and sign regulation provisions

where there are unique, unnecessary and unreasonable hardships in the way of carrying out the strict letter of said

provisions; and to hear and decide requests for variances to allow deviations from restrictions upon the

construction and placement of buildings and other structures on site. Examples of such variances include, but are

not limited to, modifications of minimum area requirements, building coverage and setback restrictions. Variances

from permitted and special review uses in zone district text shall not be considered.

(6) To perform such other functions as required by the provisions of Title 070.

Appointment, Removal, Term and Vacancies of Boards and Commissions

Glenwood Springs, CO Municipal Code 020.020.040

(a) Appointment and term of members. Except as otherwise provided, all appointments to the boards and commissions shall be by the City Council for terms of three (3) years each, and each member shall serve until his/her successor is appointed and takes office; provided, however, that the initial terms of office may be shortened by the City Council so as to provide overlapping terms of office. Appointments shall expire the day before the first regular meeting of the City Council in each month according to the following schedule:

(1) February:

Planning and Zoning Commission;

Finance Advisory Board;

Tourism Promotion Board;

Building Board of Appeals.

(2) March:

Transportation Commission;

Arts and Culture Board;

Parks and Recreation Commission;

Airport Board;

River Commission.

(3) April:

Local Liquor Licensing Authority;

Victim's Witnesses Assistance and Law Enforcement Board;

Historic Preservation Commission;

Glenwood Springs Housing Commission.

(b) Alternate members. The City Council at its discretion may appoint up to three (3) persons as

alternate members for each board or commission. If a regular member of a board or commission is to be absent from a meeting, the presiding officer for the meeting may select an alternate member to fill such absence and to attend and serve at the meeting. The alternate member may exercise all powers at the meeting which the absent regular member could exercise, and the alternate's powers and privileges shall terminate at the end of the meeting attended. The presiding officer may at his/her discretion select the same alternate to serve at successive meetings in the absence of any member.

(c) Limit to term of members. Unless it is deemed vital by the City Council that an appointed member of a board or commission be retained in office, each member shall be replaced after having served for six (6) years on a board or commission; however, nothing in this subsection shall be construed to prevent the appointment of a member to a new term where, at the expiration of his/her current term, he/she will have served for less than six (6) years.

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(Code 1971 §§ 2-63, 2-64, 2-67; 6-95 § 1; 10-07 § 2; Ord. No. 9-2018 , § 2, 4-20-2018)



City of Glenwood Springs
Office of the City Clerk
101 West 8th Street
Glenwood Springs, CO 81601
Fax: 970-945-5023
Email: Catherine.mythen@cogs.us

PLANNING AND ZONING COMMISSION APPLICATION

(for Powers and Duties, see page 3)

Section 1 – Name and Address

Name Joy White
Home Address 365 Vista Dr Glenwood Springs ,CO 81601
Mailing Address " "

Section 2 – Contact Information

Home 970-366-9636 Work _____
Fax _____ Mobile 970-366-9636
Email joy@masonmorse.com

Section 3 - Occupation

Occupation Real Estate Broker

Section 4 – Personal and Professional Interests

1. Why are you interested in serving on the Planning and Zoning Commission?

I have a keen interest in being instrumental in the planning and zoning decisions that affect the Glenwood Springs community. I have been a long-term resident in Glenwood and have a heart for the community and a vested interest in positive development outcomes in our beautiful town.

2. What do you view as your role if selected as a member of the Planning and Zoning Commission?

As a professional in the real estate community, a mother of four children growing up in our town and an individual who intends to continue to invest in property in the city limits - I see I can bring industry expertise coupled with a well-rounded community approach to decisions made on the commission. As a new member I intend to learn from the existing commissioners and add a fresh, sound approach as is appropriate.

3. What experience have you had in the land use approval process?

I have collaborated with the Glenwood Springs and Garfield County Community Development Departments on parcel research for development, existing land use guidelines associated with real estate transactions. I thrive in helping my clients navigate the intricacies of land use. There is always more to learn, which is thrilling.



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101 West 8th Street
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Email: Catherine.mythen@cogs.us

PLANNING AND ZONING COMMISSION APPLICATION

(for Powers and Duties, see page 3)

Section 4 – Personal and Professional Interests (Continued)

4. Do you have any particular areas of interest or a particular perspective relating to land use development in Glenwood Springs?

No particular interest.

5. Can you describe an experience making a decision that made people unhappy?

As a real estate broker you are consistently involved in emotionally charged transactions. There are tough negotiations and though you always try to reach amicable solutions it is not always possible. You do your best to represent your client and work hard to that end. There are people are upset but ultimately, if you are kind, professional and hard-working there can be respect for all parties regardless of whether the outcome has been a tough decision.

6. Can you separate yourself from your personal opinions and represent the City's goals, policies, plans and the Glenwood Springs Municipal Code in an equitable fashion?

I have also worked in the non-profit sector prior to my employment in the real estate world and understand that to be successful the well-being of the community, at large, must always be upheld. Goals, policies and plans cannot be made in self-interest but rather should serve all community members, as best as possible.

7. The Planning and Zoning Commission members generally attend two meetings a month and can have extensive packet materials to review in preparation for the meetings. Do you have any existing time commitments that will hamper your ability to serve?

No

8. Are you aware of and understand the quasi-judicial function of the Planning and Zoning Commission?

Yes

9. What experience do you have working with people on a board, commission or committee?

I have served on non-profit committees, work related advisory boards, and am currently on the Andy Zanca Youth Empowerment Board.

Thank you for your interest and time commitment in serving your community

Please complete and submit this application online or
mail to: City Clerk, 101 West 8th Street, Glenwood Springs, CO 81601;
fax to: 970-945-5023;
email: catherine.mythen@cogs.us



City of Glenwood Springs
Office of the City Clerk
101 West 8th Street
Glenwood Springs, CO 81601
Fax: 970-945-5023
Email: Catherine.mythen@cogs.us

PLANNING AND ZONING COMMISSION APPLICATION

(for Powers and Duties, see page 3)

POWERS AND DUTIES OF THE PLANNING AND ZONING COMMISSION

(as defined in Title 020 of the Glenwood Springs Municipal Code)

Composition of the Planning and Zoning Commission:

- a. Seven (7) citizens who are residents of the City.

Powers and Duties:

(f) Powers and Duties of Planning and Zoning Commission. The powers and duties of the Planning and Zoning Commission shall be:

- (1) To develop and recommend a master plan subject to the approval of the City Council and its environ in accordance with the provisions of this Code and the laws of the State.
- (2) To recommend to the City Council boundaries of zone districts and regulations to be enforced therein, in accordance with the provisions of this Code and the laws of the State.
- (3) To review proposals relating to subdivision, development and use of land and make decisions or recommendations on such proposals, in accordance with the procedures and provisions set forth in this Code.
- (4) To hear and decide appeals wherein there is a question of interpretation of the zone district map, the master plan or related documents and similar questions as they may arise in the administration of this Code.
- (5) The Planning and Zoning Commission shall have the duty and power to act on appeals with regard to matters arising from enforcement of provisions of Title 070 of this Code, including:
 - a. Review of administrative decisions. To hear and decide appeals where it is alleged there is error in any action, including any order, interpretation, requirement, decision or determination made by an administrative official of the city in the enforcement of Title 070 of this Code.
 - b. Variances. To hear and decide requests for variances from the zoning provisions and sign regulation provisions where there are unique, unnecessary and unreasonable hardships in the way of carrying out the strict letter of said provisions; and to hear and decide requests for variances to allow deviations from restrictions upon the construction and placement of buildings and other structures on site. Examples of such variances include, but are not limited to, modifications of minimum area requirements, building coverage and setback restrictions. Variances from permitted and special review uses in zone district text shall not be considered.
- (6) To perform such other functions as required by the provisions of Title 070.

Planning and Zoning Commission Application

Thank you for your interest and time commitment in serving your community. Please complete all questions on this application.

Personal Information

1. Name *

Peter Waller

2. Home Address *

1487 Walz Ave, Glenwood Springs, CO 81601

3. Mailing Address *

1487 Walz Ave, Glenwood Springs, CO 81601

4. Home Phone *

970-618-4892

5. Work Phone *

same

6. Mobile Phone *

same

7. Email Address *

petermwallner@comcast.net

8. Occupation *

retired. Own and property manage a 9-plex @ 1008 Colorado, GWS

Personal and Professional Interests

9. Why are you interested in serving on the Planning and Zoning Commission? *

I have lived and worked in the Roaring Fork Valley for 20 years, raising 2 children here. I had my own business as a developer/contractor for 15 years, and was the Facilities Director for Colorado Mountain College for 6 years focusing on planning, constructing and maintaining their facilities at all 7 campuses. For both of these jobs, I worked closely with various municipalities throughout the region; a rewarding experience. I would like to give back to the community doing something I feel is critical, and I could add value. I have worked with many of the staff, P&Z and Council as part of the land use process, and would enjoy being part of the team.

10. What do you view as your role if selected as a member to the Planning and Zoning Commission? *

I feel my role would be to add the perspective of a project owner who understands how to develop and construct a successful project.

11. What experience have you had in the land use approval process? *

I have worked in land use planning for the last 20 years. I have been through the planning and development process for different size of projects from single family homes to office buildings to small subdivisions to educational facilities. I am also familiar with the building code. As a contractor I had a BEST card for Class B Light Commercial. On projects where I was not the contractor, I typically lead the project team of architects, structural and civil engineers, and contractor. My projects ranged from \$250K to \$25M (Steamboat Springs CMC building). I think all of my projects ended with a successful win/win outcome with the local municipality.

12. Do you have any particular areas of interest or a particular perspective relating to land use development in Glenwood Springs? *

Since raising my family in the area, I know how difficult it is for people to work and live in our town. Available land for new housing units is limited as well. So two areas I'm interested in are affordable housing (have built several of the deed restricted housing units in Glenwood), and the comp plan.

13. Can you describe an experience making a decision that made people unhappy? *

I have been active in the community over the years, and have many close friends. Being a developer in the town where you live can be difficult. Several of my projects in Glenwood resulted in some of my friends not being happy; these include White Horse Townhomes, Silver Sage, 1008 Colorado apartment building, and a gas compressor station at CMC Spring Valley. I never backed down from meeting with the involved public to listen and build their input into the project where it made sense; many times their ideas enriched the project. To sleep with myself at night, I worked hard to balance the need for housing with the city code/planning requirements while truly listening to the public input.

14. Can you separate yourself from personal opinions and represent the City's goals, policies, plans, and the Glenwood Springs Municipal Code in an equitable fashion? *

Yes. One thing that I like about Planning and Zoning is that it primarily operates per city policies and code. Being an engineer by education, I appreciate decisions based on data and logic, versus opinion; decisions are easier to justify and defend. I also like the ability to work with the community, staff and council to continually develop city land use direction.

15. The Planning and Zoning Commission members generally attend two meetings a month and can have extensive packet materials to review in preparation for meetings. Do you have any existing time commitments that will hamper your ability to serve? *

I do not.

16. Are you aware of and understand the quasi-judicial function of the Planning and Zoning Commission? *

I think so. The Planning and Zoning Commission serves as a legislative body by reviewing and recommending land use policy and municipal code for adoption by city council. P&Z also reviews variance requests from applicants.

17. What experience do you have working with people on a board, commission, or committee? *

I have been on several local boards: President of Junior Achievement of the Roaring Fork Valley, Treasurer of the Sunlight Ski Team, 1st Presbyterian Church Board, and President of the Glenwood Springs Soccer Club. Past work experience included many committees both at Colorado Mountain College and at Intel Corporation.

18. Please select today's date. *

11/23/2020



19. Have you served on the Planning and Zoning Commission before? *

☒ No

☐ Yes

Powers and Duties of the Planning and Zoning Commission

(as defined in Title 020 of the Glenwood Springs Municipal Code)

Composition of the Planning and Zoning Commission:

a. Seven (7) citizens who are residents of the City.

f. Powers and Duties

The powers and duties of the Planning and Zoning Commission shall be:

(1) To develop and recommend a master plan subject to the approval of the City Council and its environment in accordance with the provisions of this Code and the laws of the State.

(2) To recommend to the City Council boundaries of zone districts and regulations to be enforced

therein, in accordance with the provisions of this Code and the laws of the State.

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where there are unique, unnecessary and unreasonable hardships in the way of carrying out the strict letter of said

provisions; and to hear and decide requests for variances to allow deviations from restrictions upon the

construction and placement of buildings and other structures on site. Examples of such variances include, but are

not limited to, modifications of minimum area requirements, building coverage and setback restrictions. Variances

from permitted and special review uses in zone district text shall not be considered.

(6) To perform such other functions as required by the provisions of Title 070.

Appointment, Removal, Term and Vacancies of Boards and Commissions

Glenwood Springs, CO Municipal Code 020.020.040

(a) Appointment and term of members. Except as otherwise provided, all appointments to the boards and commissions shall be by the City Council for terms of three (3) years each, and each member shall serve until his/her successor is appointed and takes office; provided, however, that the initial terms of office may be shortened by the City Council so as to provide overlapping terms of office. Appointments shall expire the day before the first regular meeting of the City Council in each month according to the following schedule:

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Planning and Zoning Commission;

Finance Advisory Board;

Tourism Promotion Board;

Building Board of Appeals.

(2) March:
Transportation Commission;
Arts and Culture Board;
Parks and Recreation Commission;
Airport Board;
River Commission.

(3) April:
Local Liquor Licensing Authority;
Victim's Witnesses Assistance and Law Enforcement Board;
Historic Preservation Commission;
Glenwood Springs Housing Commission.

(b) Alternate members. The City Council at its discretion may appoint up to three (3) persons as alternate members for each board or commission. If a regular member of a board or commission is to be absent from a meeting, the presiding officer for the meeting may select an alternate member to fill such absence and to attend and serve at the meeting. The alternate member may exercise all powers at the meeting which the absent regular member could exercise, and the alternate's powers and privileges shall terminate at the end of the meeting attended. The presiding officer may at his/her discretion select the same alternate to serve at successive meetings in the absence of any member.

(c) Limit to term of members. Unless it is deemed vital by the City Council that an appointed member of a board or commission be retained in office, each member shall be replaced after having served for six (6) years on a board or commission; however, nothing in this subsection shall be construed to prevent the appointment of a member to a new term where, at the expiration of his/her current term, he/she will have served for less than six (6) years.

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(Code 1971 §§ 2-63, 2-64, 2-67; 6-95 § 1; 10-07 § 2; Ord. No. 9-2018 , § 2, 4-20-2018)

Respondent

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6

Anonymous

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12:40

Time to complete

Planning and Zoning Commission Application

Thank you for your interest and time commitment in serving your community. Please complete all questions on this application.

Personal Information

1. Name *

Charlotte Brooks

2. Home Address *

1126 Blake Avenue, Glenwood Springs, CO 81601

3. Mailing Address *

0179 Creekside Court, Glenwood Springs, Co 81601

4. Home Phone *

303-249-5509

5. Work Phone *

970-384-5500

6. Mobile Phone *

303-249-5509

7. Email Address *

charlotte.brooks85@gmail.com

8. Occupation *

Teacher

Personal and Professional Interests

9. Why are you interested in serving on the Planning and Zoning Commission? *

I want to give back to my community and am interested in learning more about how one of the crucial commissions in the city functions.

10. What do you view as your role if selected as a member to the Planning and Zoning Commission? *

I feel as though I would need to learn a lot more about what it means to be an advisory member of P & Z before giving a lot of input on decision-making. I do feel as though I would bring a unique perspective because I grew up in Glenwood Springs and have lived here most of my life.

11. What experience have you had in the land use approval process? *

I have had no experience in that area.

12. Do you have any particular areas of interest or a particular perspective relating to land use development in Glenwood Springs? *

I do not.

13. Can you describe an experience making a decision that made people unhappy? *

As a teacher, I have had to make many decisions that made particular students or parents unhappy. I always try to hear all perspectives before making a decision, but it's impossible to please everyone all the time. I have also had to make certain decisions around curricula that haven't always pleased my fellow teachers, students, or parents. Again, I try to do my "homework" and investigate all options before making a decision that I know might be unpopular with some.

14. Can you separate yourself from personal opinions and represent the City's goals, policies, plans, and the Glenwood Springs Municipal Code in an equitable fashion? *

I believe I can do that. As mentioned earlier, I really do try to listen to all perspectives and make educated decisions only after getting all the facts.

15. The Planning and Zoning Commission members generally attend two meetings a month and can have extensive packet materials to review in preparation for meetings. Do you have any existing time commitments that will hamper your ability to serve? *

My workload as a teacher ebbs and flows, but I feel as though I do have the time, generally speaking, to commit to this committee if I'm accepted. I am also volunteering at Literacy Outreach, but that requires only a couple of hours a week at this point.

16. Are you aware of and understand the quasi-judicial function of the Planning and Zoning Commission? *

Yes, I know that it's an advisory board. The City Council hears the recommendations of P & Z, but then the city council members make their own decisions.

17. What experience do you have working with people on a board, commission, or committee? *

I have extensive experience working with people on educational committees. I have been a teacher for over 20 years and have served on many different committees.

18. Please select today's date. *

12/28/2020



19. Have you served on the Planning and Zoning Commission before? *

☒ No

☐ Yes

Powers and Duties of the Planning and Zoning Commission

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Local Liquor Licensing Authority;
Victim's Witnesses Assistance and Law Enforcement Board;
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Glenwood Springs Housing Commission.

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(e) Vacancies. The City Council shall fill all vacancies on boards and commissions by appointment for the unexpired term.

(Code 1971 §§ 2-63, 2-64, 2-67; 6-95 § 1; 10-07 § 2; Ord. No. 9-2018 , § 2, 4-20-2018)



City Council
STAFF REPORT
City of Glenwood Springs
January 7, 2021

Agenda Item:	Correspondence Incoming/Outgoing -Letter of Support for 5-Star Program to CDPHE Director -Letter of Support for Small Business Relief Fund -Informational Letter from Kent Beidel, Owner of Sundae
Action Requested:	Approve Letter of Support for 5-Star Program Approve Letter of Support for Small Business Relief Fund Informational Letter from Kent Beidel, Owner of Sundae
Department:	City Administration
Presented By:	Debra Figueroa, City Manager
Background Info:	The first letter offers support for the 5-Star Certification Program to ensure that certified businesses within Garfield County are able to increase capacity, while keeping the community safe. The second letter offers support to the Small Business Relief Fund to provide direct relief payments to our small businesses that have suffered losses due to the City's compliance with severe capacity restrictions pursuant to COVID-19 public health orders. The third letter is informational from Kent Beidel, the Owner of Sundae Ice Cream Shop.
Issues:	None
Staff Recommendation:	Staff Recommends Approval

101 West 8th Street



Glenwood Springs, CO 81601

Jill Hunsaker Ryan, Director
Colorado Department of Health and Environment
4300 Cherry Creek Drive South
Denver, CO 80246

December 31, 2020

Dear Director Hunsaker Ryan:

The City Council of Glenwood Springs fully supports the application for a variance for the 5-Star Certification Program to ensure that certified businesses within Garfield County are able to increase capacity, while keeping the community safe.

Glenwood Springs has been working directly with the Garfield County Public Health, the Glenwood Springs Chamber Resort Association and area businesses on the creation of an Administrative Committee to carryout inspections and all required elements of a 5-Star program. One member of our City Council and other City staff will participate in the Administrative Committee. We wholeheartedly support this effort and will assist in the program's oversight and implementation.

The City of Glenwood Springs is committed to using the City's resources and staffing to encourage and enforce compliance for businesses and has emphasized that businesses within our borders must comply with the State Public Health Orders in advance of this application. We appreciate CDPHE's efforts to protect Coloradans and our local residents.

Sincerely,

Mayor Jonathan Godes on behalf of the Glenwood Springs City Council



Rick M. Garcia
Executive Director
Department of Local Affairs
1313 Sherman St # 518
Denver, CO 80203

RE: City of Glenwood Springs supports application to Small Business Relief Fund

Dear Mr. Garcia,

We write to express our support for the City of Glenwood Springs' application for Colorado Department of Local Affairs (DOLA) Small Business Relief Funds to provide direct relief payments to our small businesses that have suffered losses due to the City's compliance with severe capacity restrictions pursuant to COVID-19 public health orders.

Increased community transmission and case numbers caused the State of Colorado to move Garfield County from level Orange, to Level Red, effective Thursday, December 10, 2020 at 5:00 PM. To protect the health of our residents, employees, and business owners, the Glenwood Springs City Council immediately asked all businesses to follow these guidelines.

These stricter guidelines set in place as winter weather has arrived have worsened the already high need for relief funds among compliant business owners. Business owners in Glenwood Springs have not only suffered impacts from COVID-19 regulations, but also from the two-week closure of I-70 during the Grizzly Creek Fire in August. This brutal one-two punch (followed by the recent restrengthening of guidelines) has created very trying conditions for local businesses, many of which depend upon tourists for revenue and struggle to continue paying their employees.

With Small Business Relief Funds, the City of Glenwood Springs will launch a distribution process for compliant local businesses that will award relief payments, grants, and/or loans based upon demonstrated need and recorded revenue losses.

Sincerely,

Jonathan Godes, Mayor

Debra Figueroa, City Manager

City of Glenwood Springs, 101 W. 8th Street, Glenwood Springs, CO 81601
Phone: 970-384-6400 FAX: 970-945-2597 www.cogs.us

Dear City Council,

I'm writing in regards to the recent decision that was made at a special meeting on Dec. 28, 2020 concerning the final allocation of 2020 CARES ACT and DDA funds set aside for restaurant grants. I was disappointed and a bit perplexed to learn the context of the decision that was made. I own Sundae, an ice cream shop in the downtown core. Ice cream shops were specifically excluded from grant distribution at this special meeting. In the statement I received regarding this decision, I learned that "The City Council believes that restaurant survival is critical to the survival of the fabric of our community and to the other local retail in our town". Naturally the questions that arose for me were: Does the City Council feel that ice cream shops are less impacted than restaurants? Or does the City Council feel that ice cream shops are less critical to the survival of the fabric of the community?

I can only assume that the City Council's intent was to be helpful by re-directing grant funds where it thought they were most needed. I also understand that it is impossible to enact policies that meet the needs of all constituents. Previously, the City had indicated that grants would be mailed out to all restaurants and other eateries and distributed equally. This appeared to be a fair approach and we anticipated receiving funds. The late change caught us off guard and as I mentioned, it conjured up questions of why the City Council would favor some groups over others in its decision making process.

For what it's worth, I feel that ice cream shops and my business are no less impacted than other restaurants. We can engage in the debate about how ice cream shops are specifically impacted compared to a dine-in restaurants, and if you would like to have this discussion, then please don't hesitate to contact me. And, in no way is my intent to lessen the argument that ALL restaurants are significantly impacted, because we are all feeling the pain. I also hope that Sundae is viewed as critical to the survival and fabric of the community. I understand that we are a relative newcomer to Glenwood Springs. We have, however, invested substantially to improve a dilapidated downtown building and our intent is to be an integral part of the community and *to share joy*...as is our mission. I hope that we and all of our colleagues and neighbors are uniquely and inclusively valued in the fabric that makes Glenwood Springs so special. If there are additional funding opportunities to support foodservice businesses, then Sundae would like to humbly be considered.

Respectfully,

Kent Beidel

Owner | Sundae

President | Thruline Coffee Co.

Partner | Freight Coffee Co.