



TOWN COUNCIL WORK SESSION & MEETING

Zoom Webinar and Town Council Chamber
3 S. Timber Ridge Parkway, Severance, CO 80550

AGENDA

TOWN COUNCIL WORK SESSION & MEETING 2022-15

Tuesday, August 9, 2022, at 6:00 PM

A. CALL TO ORDER WORK SESSION

The Goal of the Work Session is to have the Town Council receive information on topics of Town business from the Town Manager, Town Attorney and Town Staff in order to exchange ideas and opinions regarding these topics.

- 1. Pledge of Allegiance**
- 2. Weld Re-4 District Bond Presentation**

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- Staff Presentation:

B. CALL TO ORDER REGULAR MEETING

- 1. Roll Call**
- 2. Agenda Review by Town Manager**
- 3. Consent Calendar**

The Consent Calendar is intended to allow the Town Council to spend time and energy on the important items and not routine actions. A Council Member may request an item on this calendar to be "pulled" off the Consent Calendar and considered separately as a regular agenda item. Items remaining on the Consent Calendar will be approved by Town Council with one vote.

- a. 7.26.22 Minutes

- 4. Approval of Agenda**
- 5. Public Comment**

The purpose of the Public Comment is for members of the public to speak to the Town Council on any subject not scheduled on the agenda. To accomplish scheduled agenda items, comments should be limited to three minutes for those attending in person or an appropriate time as deemed by the Mayor. The Town Council is not obligated to make decisions or take action on comments but may choose to schedule the matter for a later discussion. Those addressing the Town Council, please state your name and address.

6. Communications

Council approval may be sought for administrative actions in association with staff reports.

- a. Town Attorney
- b. Town Staff
- c. Town Management
- d. Council Members
- e. Mayor

C. TOWN COUNCIL

1. Resolution 2022-32R: Special Use Review - 121 W 2nd Ave

- Quasi-Judicial
- Staff Presentation: Abdul Barzak, Town Planner

2. Ordinance 2022-17: An Ordinance of the Town Council of the Town of Severance, Colorado, Amending Article 4 of Chapter 2 of the Severance Municipal Code Regarding Costs of Collection

- Legislative
- Staff Presentation: Nicholas Wharton, Town Manager

3. Ordinance 2022-18: Amending Chapter 4, Article 3, "Sales and Use Tax," of the Severance Municipal Code to Impose a Use Tax on the Privilege of Storing, Using, or Consuming within the Town any Motor or Other Vehicles Purchased at Retail for Which Registration is Required, Conditioned Upon Voter Approval of the Ballot Title and Text Fixed in Ord. No. 2022-14

- Legislative
- Staff Presentation: Mary Lynn Macsalka, Town Attorney

4. NISP WIFIA Letter

- Legislative
- Staff Presentation: Nicholas Wharton, Town Manager

5. Resolution 2022- 33R: TAP/MMOF Construction Contract Award

- Legislative, Quasi-Judicial
- Staff Presentation: Abdul Barzak, Town Planner

6. Discussion on Maintenance of the Downtown Right-of-Way and Encroachment License

- Discussion
- Staff Presentation: Nicholas Wharton, Town Manager

D. COUNCIL MEMBER PETITIONS

Council Members may ask for items to be added to future agendas.

E. ADJOURN

Town Council MEETING
Tuesday, August 9, 2022, 6:00 PM (MDT)

Registration URL
https://us02web.zoom.us/webinar/register/WN_GSL5tq02RNOARXxagWeWpA



TOWN COUNCIL WORK SESSION & MEETING
Zoom Webinar and Town Council Chamber
3 S. Timber Ridge Parkway, Severance, CO 80550

MINUTES
WORK SESSION & MEETING 2022-14
Tuesday, July 26, 2022, at 6:00 PM

Present:

Mayor:

Matthew Fries

Mayor Pro-tem:

Stephen Gagliardi

Council Members:

Frank Baszler

Dennis 'Zeke' Kane

Michelle Duda

Dan Meyers

David Bruen

Absent:

Audience:

Staff:

Nicholas Wharton, Town Manager

Lindsay Radcliff-Coombes, Deputy Town Manager

Nancy Mueller, Finance Director

Keith Martin, Town Attorney

Mary Lynn Macsalka, Town Attorney

A CALL TO ORDER WORK SESSION

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The Goal of the Work Session is to have the Town Council receive information on topics of Town business from the Town Manager, Town Attorney and Town Staff in order to exchange ideas and opinions regarding these topics.

1. Pledge of Allegiance

2. Northern Water Discussion

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- Staff Presentation: Nicholas Wharton, Town Manager

B CALL TO ORDER REGULAR MEETING

1. Roll Call

2. Agenda Review by Town Manager

3 Consent Calendar

The Consent Calendar is intended to allow the Town Council to spend time and energy on the important items and not routine actions. A Council Member may request an item on this calendar to be "pulled" off the Consent Calendar and considered separately as a regular agenda item. Items remaining on the Consent Calendar will be approved by Town Council with one vote.

MOTION WAS MADE BY Council Member Kane, seconded by Council Member Baszler to Approve Consent Calendar. All Council Members present voting Yes,

MOTION PASSED

a. 7.12.22 Minutes

b. June 2022 Payables

c. June Financial Statement

4. Approval of Agenda

MOTION WAS MADE BY Council Member Baszler, seconded by Mayor Pro-Tem Gagliardi to Approve Agenda. All Council Members present voting Yes,

MOTION PASSED

5 Public Comment

The purpose of the Public Comment is for members of the public to speak to the Town Council on any subject not scheduled on the agenda. To accomplish scheduled agenda items, comments should be limited to three minutes for those attending in person or an appropriate time as deemed by the Mayor. The Town Council is not obligated to make decisions or take action on comments but may choose to schedule the matter for a later discussion. Those addressing the Town Council, please state your name and address.

Gunner Stout: 308 2nd St - Sidewalk Timber Ridge to Fox Trail
Closed: 7:23 pm

6 Communications

Council approval may be sought for administrative actions in association with staff reports.

- a. Town Management
- b. Town Attorney
- c. Town Staff
Becca Peters - Severance Days - August 19, 20 & 21, 2022
- d. Advisory Board Reports
Planning Commission-Julie Stout, Tree Board-Rod Simpson, GWTA-Mr Jones, Chamber-Michelle Nelson, Historical Society-Dan Meyers, & Land Use Advisory Committee-Nichlas Wharton
- e. Council Members
- f. Mayor

C TOWN COUNCIL

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1. Audit Approval

- Legislative
- Staff Presentation: Nancy Mueller, Finance Director

Kevin Kimball-Adams Group Presented

MOTION WAS MADE BY Council Member Duda, seconded by Mayor Pro-Tem Gagliardi to Approve accept the 2021 Audited Financial Statements and direct staff to file it with the appropriate entities. All Council Members present voting Yes,

MOTION PASSED

2. Multi-Family Requirements: Land Use Code

- Legislative
- Staff Presentation: Abdul Barzak, Town Planner

Direction given to Town Staff to bring Multi-Family Requirements to a scheduled meeting in Ordinance form with recommended code changes.

3. Ordinance 2022-14: An Ordinance of the Town Council of the Town of Severance, Colorado, Calling an Election on November 8, 2022, and Submitting to the Voters a Ballot Issue to Authorize a Use Tax on the Privilege of Storing, Using, or Consuming within the Town any Motor and other Vehicles for which Registration is Required, for the Purpose of Funding Transportation Maintenance and Improvement Projects; and to Approve the Ballot Title and Text of the Ballot Issue to be Submitted at such Election

- Legislative
- Staff Presentation: Mary Lynn Macsalka, Town Attorney, Nicholas Wharton, Town Manager

MOTION WAS MADE BY Council Member Baszler, seconded by Council Member Duda to Adopt **Ordinance 2022-14: An Ordinance of the Town Council of the Town of Severance, Colorado, Calling an Election on November 8, 2022, and Submitting to the Voters a Ballot**

Issue to Authorize a Use Tax on the Privilege of Storing, Using, or Consuming within the Town any Motor and other Vehicles for which Registration is Required, for the Purpose of Funding Transportation Maintenance and Improvement Projects; and to Approve the Ballot Title and Text of the Ballot Issue to be Submitted at such Election as amended.

YEAS: Fries, Duda, Baszler, Kane, Meyers, Bruen

6

NAYS: Gagliardi

1

MOTION PASSED

- 4. Ordinance 2022-16:** An Ordinance of the Town of Severance, Colorado, Amending Chapter 8 of the Severance Municipal Code Pertaining to the Designation and Regulation of truck routes in the Town; and adopting an updated truck route plan for the Town of Severance

- Quasi-Judicial
- Staff Presentation: Abdul Barzak, Town Planner

MOTION WAS MADE BY Council Member Meyers, seconded by Council Member Baszler to Adopt **Ordinance 2022-16:** An Ordinance of the Town of Severance, Colorado, Amending Chapter 8 of the Severance Municipal Code Pertaining to the Designation and Regulation of truck routes in the Town; and adopting an updated truck route plan for the Town of Severance .

YEAS: Fries, Gagliardi, Baszler, Kane, Meyers, Bruen

6

NAYS: Duda

1

MOTION PASSED

5. Council Liaison Appointments

- Discussion
- Staff Presentation: Nicholas Wharton, Town Manager

MOTION WAS MADE BY Council Member Duda, seconded by Council Member Meyers to Approve Council Liaison Appointments and to have Council Member Duda as an alternate for all appointments. All Council Members present voting Yes,

MOTION PASSED

Matthew Fries
Great Western Trail Authority- Board Member
Liaison
NFRMPO- Alternate Board Member

David Bruen
Windsor Severance Fire Protection-

Stephen Gagliardi
Chamber of Commerce- Liaison

Dan Meyers
Weld Re-4 School District
Windsor-Severance Historical Society

Frank Baszler
Clearview Library District- Board Member
NFRMPO- Board Member

Dennis Kane
North Weld County Water District

6. Discussion on Virtual Participation

- Discussion
- Staff Presentation: Nicholas Wharton, Town Manager

Staff will bring a Resolution back for Council approval with a Virtual Participation process

7. Performance Evaluation for Town Attorneys

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- Staff Presentation:

D COUNCIL MEMBER PETITIONS

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Council Members may ask for items to be added to future agendas.

E. EXECUTIVE SESSION

MOTION WAS MADE BY Council Member Duda, seconded by Council Member Baszler to
ADJOURN INTO EXECUTIVE SESSION . All Council Members present voting Yes,

MOTION PASSED

- 1. Pursuant to Colorado Revised Statutes section 24-6-402(4)(f)(I) to discuss personnel matters pertaining to the Town Manager's performance review**

F ADJOURN

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AGENDA ITEM SUMMARY

AGENDA ITEM	SUBMITTED BY	PRESENTED BY
Resolution 2022-32R: Special Use Review - 121 W 2nd Ave	Abdul Barzak, Town Planner	Abdul Barzak, Town Planner
ACTION REQUESTED		
Community Development and Management ask that the Town Council review, discuss, and take action on Resolution 2022-32R for the Special Use Review at 121 W. 2nd Avenue. Actions that may be taken: 1. Approve 2022-32R for the Special Use Review application for 121 W 2nd Ave, subject to the conditions listed therein. 2. Take No Action.		<u>Action Requested</u> <u>Resolution</u> <u>Report</u> <u>Attorney Approved</u>
BRIEF SUMMARY		
The owner of 121 W. 2nd Avenue is asking for a Special Use Review to construct a personal shop on this lot. The shop is a 36 foot by 80 foot metal building that will be used as personal work and office space. The proposed building will not have water or sewer service at this time. The building as proposed violates the Land Use Code side setback requirement of 7.5'. The applicant is requesting a variance for both side setbacks to be at 6.9' (7 inch variance requested per side) The applicant has provided building, site, and landscape plans which can be found in the packet. The Planning Commission approved Resolution PC-2022-01R at the July 13th Planning Commission Meeting. (See in packet)		
PUBLIC SUPPORT/CONCERN		
None at this time.		
ANALYSIS AND RECOMMENDATION		
Town staff is asking for the Town Council to review, discuss, and take action for the proposed Special Use Review at 121 W. 2nd Avenue.		
MATERIALS SUBMITTED		
The following materials were submitted and included in this packet: 1. Letter of Intent 2. Building Plans 3. Plot Plan for Packet 4. Landscape Plan 5. Grading Plan 6. Lighting Narrative 7. Applicant Narrative (Response to staff comments) 8. Severance Planning Review		

9. Engineering Review Comments
10. Combined Referral Comments
11. PC-2022-01R- SUR -121 W 2nd Ave
12. Resolution 2022-32R- 121 W 2nd Ave SUR

Bruce Peck
429 Whitney Harbor
Windsor, CO 80550
brucepeckjr@yahoo.com
808-256-8480

01/25/2022

Letter of Intent for NSN 2nd Ave Severance, CO Building Project

Town Board and Planners,

I m submitting this review package for approval of my building project at NSN 2nd Ave in Severance. I intend to build a 36 foot by 80 foot metal building with an open inside design. It will have rollup door entrances on 2nd Ave and on the alley behind the lot. It will have also have a walk in door and window facing the 2nd ave entrance. It is two tone metal with overhang, gutter and paved floor, and paved drives to both side and will have a paved walkway around the west facing side. Insulated, and wired for 110 and 220 volt applications. It will have a multi color front with a 3 ft wainscot edge along the lower part of the building. It will built on one foot concrete frost walls, not on slab, and the floor will be poured concrete. It will be rough plumbed for possible future hookup to sewer/water. I plan to put in a conforming metal fence with gates around the property and fill in the reming landscape areas with washed rock/etc , and nothing requiring water or irrigation.

I intend to use this building for personal work and office space, with the potential to convert it to possible commercial/personal use in the future.

Thank you,



Bruce Peck

GENERAL NOTES

- 1.1 Fabrication shall be in accordance with R.G.B. standard practices in compliance with the applicable sections, relating to design requirements and allowable stresses of the latest edition of the "AWS Structural Welding Code D1.1 and D1.3". R.G.B. manufacturing procedures are certified by:
- | Reference | Certification numbers |
|-----------|-----------------------|
| Houston | R.G.B.
#456 |
- 1.2 **MATERIALS**
- | ASTM DESIGNATION | MIN. YIELD STRENGTH | |
|---------------------------------------|---------------------|---------------------|
| Hot Rolled Steel Shapes (W, S, C & L) | A572/A529 | Fy = 50 KSI |
| Hot Rolled Steel Shapes (W) | A992 | Fy = 50 KSI |
| Round Structural Tubing (HSS) | A500 | Fy = 42 KSI |
| Square/Rect. Structural Tubing (HSS) | A500 | Fy = 46 KSI |
| Structural Steel Web Plate | A572/A1011 | Fy = 55 KSI |
| Structural Steel Flange Plates/Bars | A529/A572 | Fy = 55 KSI |
| Cold Formed Light Gage | A653/A1011 | Fy = 55 KSI |
| Roof and Wall Sheets | A792/A653 | Fy = 50, 80 KSI |
| Cable Brace | A475 | Extra High Strength |
| Rod Brace | A36 | Fy = 36 KSI |
- | MIN. TENSILE STRENGTH | | |
|---------------------------------------|----------------------|----------------|
| Machine Bolts & Nuts | A307 | Fu = 60 KSI |
| High Strength Bolts (1"Ø and less) | F3125 / Gr.A325 | Fu = 120 KSI |
| High Strength Bolts (>1"Ø to 1 1/2"Ø) | F3125 / Gr.A325 | Fu = 105 KSI |
| Anchor Bolts (if supplied) | A36/A307/F1554 Gr.36 | Fu = 58–80 KSI |
- 1.3 **PRIMER**
Shop primer paint is a rust inhibitive primer which meets the end performance of Federal Specification SSPC No. 15 and is R.G.B. Red or Gray Oxide color. This paint is not intended for long term exposure to the elements. R.G.B. is not responsible for any deterioration of the shop primer paint as a result of improper handling and/or jobsite storage. R.G.B. shall not be responsible for any field applied paint and/or coatings. (Section 6.5 AISC Code of Standard Practice, 16th Edition). Nominal thickness of primer will be 1 mil unless otherwise specified in contract documents.
- 1.4 **GALVANIZED OR SPECIAL COATINGS:**
See Contract Documents
- 1.5 **ALL BOLTS ARE 1/2"Ø x 0'-1" A307 (snug-tightened) EXCEPT:**
a) Eave strut connection – 1/2"Ø x 0'-1 1/4" A307 without washer (unless noted otherwise)
b) Endwall rafter splice – 5/8"Ø x 0'-1 3/4" F3125 / Gr.A325 with washer
c) Endwall column to rafter connection – 1/2"Ø x 0'-1 1/4" F3125 / Gr. A325 without washer
d) Main frame moment splice connections – F3125 / Gr.A325 with washer, SEE CROSS SECTION for dimensions.
NOTE: One (01) washer is supplied on main frame moment splice and to F3125 / Gr.A325 bolts unless noted otherwise on drawing
- 1.6 **F3125 / Gr.A325 BOLT TIGHTENING REQUIREMENTS**
All high strength bolts are F3125 / Gr.A325 unless specifically noted otherwise. Structural bolts shall be tightened by the turn-of-the-nut or calibrated wrench methods in accordance with the 16th Edition AISC/RCS "Specification For Structural Joints using ASTM F3125/Gr.A325 or A490 Bolts". Washers are supplied separately from High Strength Bolts, however, assembly with washers are required before erection. Installation inspection is recommended and be based on Section 9.1 and 9.2 of AISC/RCS.
Snug-tight is permitted EXCEPT for the following conditions:
a) Building located in high seismic areas; Seismic Design Categories D, E, F
b) Building supporting cranes
c) Building supporting machinery that creates vibration, impact or stress reversal
d) Connections using ASTM A490
e) Connections using slip-critical condition
f) or as prohibited in the contracts/specifications
- 1.7 **CLOSURE STRIPS ARE FURNISHED FOR APPLICATION:**
INSIDE– Under roof panels at eave
OUTSIDE – Between endwall panels and rake trim
– Under continuous ridge vent skirts
- 1.8 **ERECTION NOTE:**
All bracing, strapping, & bridging shown and provided by R.G.B. for this building is required and shall be installed by the erector as a permanent part of the structure. If additional bracing is required for stability during erection, it shall be the erector's responsibility to determine the amount of such bracing and to procure and install as needed.
- 1.9 **ERECTION AND UNLOADING NOT BY R.G.B.**
- 1.10 **SHORTAGES**
Any claims or shortages by buyer must be made to R.G.B. within five (5) working days after delivery, or such claims will be considered to have been waived by the customer and disallowed.
- 1.11 **CORRECTIONS OF ERRORS AND REPAIRS (MBMA 6.10)**
Claims for correction of alleged misfits will be disallowed unless R.G.B. shall have received prior notice thereof and allowed reasonable inspection of such misfits. The correction of minor misfits by the use of drift pins to draw the components into line, moderate amounts of reaming, chipping and cutting, and the replacement of minor shortages of material are a normal part of erection and are not subject to claim. No part of the Building may be returned for alleged misfits without the prior approval of R.G.B.

BUYER/END USE CUSTOMER RESPONSIBILITIES

- 2.1 It is the responsibility of the BUYER/END USE CUSTOMER to obtain appropriate approvals and secure necessary permits from City, County, State, or Federal Agencies as required, and to advise/release R.G.B. to fabricate upon receiving such.
- 2.2 Rigid Global Buildings (hereafter referred to as R.G.B.) standard specifications apply unless stipulated otherwise in the Contract Documents. R.G.B. design, fabrication, quality criteria, standards, practice, methods and tolerances shall govern the work with any other interpretations to the contrary notwithstanding. It is understood by both Parties that the BUYER/END USE CUSTOMER is responsible for clarification of inclusions or exclusions from the architectural plans and/or specifications.
- 2.3 In case of discrepancies between R.G.B. structural steel plans and plans for other trades, R.G.B. plans shall govern. (Section. 3 AISC Code of Standard Practices, 16th Edition)
- 2.4 Approval of R.G.B. drawings and calculations indicates that R.G.B. has correctly interpreted and applied the Contract Documents. This approval constitutes the contractor/owners acceptance of the R.G.B. design concepts, assumptions, and loading. (Section 4 AISC Code 15th Edition and MBMA 3.3.3)
- 2.5 Once the BUYER/END USE CUSTOMER has signed R.G.B. Approval Package and the project is released for fabrication, changes shall be billed to the BUYER/END USE CUSTOMER including material, engineering and other costs. An additional fee may be charged if the project must be moved from the fabrication and shipping schedule.



DRAWING PACKAGE

SALES NO.	71792	JOB NO.	157132	BUILDING	A
CUSTOMER	Tekton Custom Homes, LLC				
END USER	Bruce Peck				
END USE	Shop				
STREET	201 2nd Ave.				
CITY ST ZIP	Severance, CO 80546				
COUNTY	Weld				

THIS STRUCTURE HAS BEEN DESIGNED IN ACCORDANCE WITH THE FOLLOWING AS INDICATED:

DESIGN LOADS:

Design Code	: IBC 18
Dead Load (psf)	: Metal building structure only by RGB
Collateral Load (psf)	: 0
Wind Load	
Basic Design Wind Speed	: V (3 sec. gust) = 115 mph
Allowable Stress Design Wind Speed	: Vasd (3 sec. gust) = 89.08 mph
Risk Category	: II - Normal
Wind Exposure	: C
Enclosure Classification	: Closed
Internal Pressure Coefficient, GCPI	: 0.180 / -0.180
Design Wind Pressure For Wall	: Based on Allowable Stress Design Wind Speed
Components Wind Pressure (psf)	: 12.96
Components Wind Suction (psf)	: -14.28
Claddings Wind Pressure (psf)	: 15.24
Claddings Wind Suction (psf)	: -16.56
Live Load	
Primary Framing (psf)	: 20.00
Trib. Area Reduction	: Yes
Secondary Framing (psf)	: 20.00
Snow Load	
Ground Snow Load, Pg (psf)	: 43.0
Roof Snow Load, Pf (psf)	: 30.1
Sloped Roof Snow Load, Ps (psf)	: 30.1
Snow Exposure Factor, Ce	: 1.000
Snow Importance Factor, Is	: 1.000
Thermal Factor, Ct	: 1.000
Sloped Factor, Cs	: 1.000

Seismic Load	
Seismic Importance Factor, Ie	: 1.00
Seismic Occupancy Category	: II - Normal
Site Class	: D
Mapped Spectral Response Acceleration	: Ss = 0.166 :S1 = 0.052
Spectral Response Coefficients	: Sds = 0.176 :Sd1 = 0.083
Seismic Design Category	: B
Basic Force Resisting Systems Used	: Steel System Not Specifically Detailed For Seismic Resistance
	: Rigid Frames
	: Braced Frames
Total Design Base Shear, V (kips)	: Longitudinal= 2.14 Transverse= 2.14
Response Modification Factors, R	: Rigid Frames = 3.00
	: SW X-Bracing = 3.00
	: EW X-Bracing = 3.00

Seismic Response Coefficient, Cs	: Rigid Frames = 0.059
	: SW X-Bracing = 0.059
	: EW X-Bracing = 0.059

Analysis Procedure Used	: Equivalent Lateral Force Procedure
Rainfall Intensity	: 4.00 (in/hr)

Other Loads/Requirements

BUILDING DESCRIPTION:

Width (ft)	: 36
Length (ft)	: 80
Eave Ht. at BSW (ft)	: 16
Eave Ht. at FSW (ft)	: 16
Roof Slope at BSW	: 4.0:12
Roof Slope at FSW	: 4.0:12
Bay Spacing (ft)	: 4 at 20

COVERING AND TRIMS:

Roof Panels & Trims

Panel Type	: 26 Ga. PBR
Panel Color	: S2000 Standard
Trim Colors	
Eave Trim	: S2000 Standard
Eave Gutter	: N/A
Gable Trim	: S2000 Standard

Wall Panel & Trims

Panel Type	: 26 Ga. PBR
Panel Color	: S2000 Standard
Trim Colors	
Corner Trims	: S2000 Standard
Opening Trims	: S2000 Standard
Downspouts	: N/A
Base Trim	: N/A
Mas. Flash	: N/A

Special Requirements : NONE

FOR PERMIT

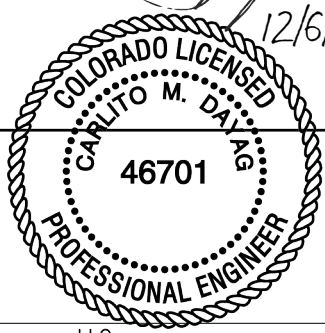
- 2.6 The BUYER/END USE CUSTOMER is responsible for overall project coordination. All interface, compatibility, and design considerations concerning any materials not furnished by R.G.B. and R.G.B. steel system are to be considered and coordinated by the BUYER/END USE CUSTOMER. Specific design criteria concerning this interface between materials must be furnished before release for fabrication or R.G.B. assumptions will govern (Section 4 and Commentary, AISC Code of Standard Practice, 16th Edition)
- 2.7 It is the responsibility of the BUYER/END USE CUSTOMER to ensure that R.G.B. plans comply with the applicable requirements of any governing building authorities. The supplying of sealed engineering data and drawings for the metal building system does not imply or constitute an agreement that R.G.B. or its design engineers are acting as the engineer of record or design professional for a construction project. These drawings are sealed only to certify the design of the structural components furnished by R.G.B.
- 2.8 The BUYER/END USE CUSTOMER is responsible for setting of anchor bolts and erection of steel in accordance with R.G.B. "For Construction" drawings only. Temporary supports such as guys, braces, falsework, cribbing or other elements required for the erection operation shall be determined furnished and installed by the erector. No items should be purchased from a preliminary set of drawings, including anchor bolts. Use only final "FOR CONSTRUCTION DRAWINGS" for this use. (Section 7 AISC Code of Standard Practice, 16th Edition.)
- 2.9 Rigid Global Buildings is responsible for the design of the anchor bolt to permit the transfer of forces between the base plate and the anchor bolt in shear, bearing and tension, but is not responsible for the transfer of anchor bolt forces to the concrete, anchor bolt embedment or the adequacy of the anchor bolt in relation to the concrete. Unless otherwise provided in the Order Documents, R.G.B. does not design and is not responsible for the design, material and construction of the foundation or foundation embedments. The END USE CUSTOMER should assure himself that adequate provisions are made in the foundation design for loads imposed by column reactions of the building, other imposed loads, and bearing capacity of the soil and other conditions of the building site. It is recommended that the anchorage/anchor bolt embedment and foundation of the building be designed by a Registered Professional Engineer experienced in the design of such structures. (Chapter IV Section 3.2.2 Metal Building Systems Manual 18th Edition)
- 2.10 Normal erection operations include the corrections of minor misfits by moderate amounts of reaming, chipping, welding or cutting, and the drawing of elements into line through the use of drift pins. Errors which cannot be corrected by the foregoing means or which require major changes in member configuration are to be reported immediately to R.G.B. by the BUYER/END USE CUSTOMER, to enable whoever is responsible either to correct the error or to approve the most efficient and economic method of correction to be used by others. (Section 7 AISC Code of Standard Practice, 16th Edition)
- 2.11 Neither the fabricator nor the BUYER/END USE CUSTOMER will cut, drill or otherwise alter his work, or the work of other trades, to accommodate other trades, unless such work is clearly specified in the contract documents. Whenever such work is specified, the BUYER/END USE CUSTOMER is responsible for furnishing complete information as to materials, size, location and number of alterations prior to preparation of shop drawings. (Section 7 AISC Code of Standard Practice, 16th Edition)
- 2.12 **WARNING:** In no case should Galvalume steel panels be used in conjunction with lead or copper. Both lead and copper have harmful corrosive effects on the Galvalume steel panels when they are in contact with Galvalume steel panels. Even run-off from copper flashing, wiring, or tubing onto Galvalume should be avoided.
- 2.13 **SAFETY COMMITMENT:** Rigid Global Buildings has a commitment to manufacture quality building components that can be safely erected. However, the safety commitment and job site practices of the erector are beyond the control of R.G.B. It is strongly recommended that safe working conditions and accident prevention practices be the top priority of any job site. Local, State, and Federal safety and health standards should always be followed to help insure workers safety. Make certain all employees know the safest and most productive way of erecting a building. Emergency procedures should be known to all employees. Daily meetings highlighting safety procedures are also recommended. The use of hard hats, rubber sole shoes for roof work, proper equipment for handling material, and safety nets where applicable, are recommended.
- 2.14 Roof drainage systems (gutter, downspouts, etc.) must be free of any obstruction to ensure smooth operation at any given time.
- 2.15 It is recommended by Factory Mutual (Reference: B2.44) that roofs be cleared of snow when half of the maximum snow depth is reached. The maximum snow depth can be estimated based on the design snow load and the density of snow and/or ice buildup. See Chart below.

ROOF SNOW LOAD (IN PSF)	EQUIVALENT SNOW HEIGHT AT ROOF (IN INCHES)	RECOMMENDED SNOW HEIGHT WHEN SNOW REMOVAL SHOULD START (IN INCHES)
20	16.60	8.30
30	17.90	8.95
40	19.20	9.60
50	20.50	10.25
60	21.80	10.90
70	23.10	11.55
80	24.40	12.20

NOTE:
For Snow/Ice Removal Procedure, Refer to Metal Building System Manual 18th Edition, Section A9.4, Page A–59

SEALING OF THIS DRAWING DOES NOT IMPLY OR CONSTITUTE THAT RIGID GLOBAL ENGINEER IS THE ENGINEER OF RECORD OR THE DESIGN PROFESSIONAL FOR THIS PROJECT. ONLY THE DESIGN OF THE METAL BUILDING SYSTEM AS FURNISHED BY RIGID IS INCLUDED. FOUNDATION ANALYSIS, ELECTRICAL, AND MECHANICAL SYSTEMS, AND/OR OTHER PARTS SUPPLIED BY ANYONE OTHER THAN RIGID ARE SPECIFICALLY EXCLUDED. NO INSPECTION OR SUPERVISION IS IMPLIED.

CUSTOMER Tekton Custom Homes, LLC				
SALES NO.	71792	JOB NO.	157132	BUILDING: A



LEGENDS & ABBREVIATIONS

DESIGN:

Accel.	Acceleration
Coeff.	Coefficient
CL, Collat	Collateral Load
DL, Dead	Dead Load
H, Horz, Horiz	Horizontal
L	Left
LL, Live	Live Load
LnWnd, LnWind, LWIND	Longitudinal Wind Load
Min, min	Minimum
Max, max	Maximum
R	Right
SL	Snow Load
Slide	Sliding Snow Load
SEIS, Seis	Seismic Load
U_Snow	Unbalance Snow Load
V, Vert	Vertical
WL, Wind_L	Wind Load Left
WR, Wind_R	Wind Load Right
WP, Wind_P	Wind Pressure
WS, Wind_S	Wind Suction

ENGLISH UNITS

Acre	Acres
FT, ft	Feet
GA, Ga, ga	Gage
Gal	Gallons
IN, in	Inches
K, k	Kips
KSI, ksi	Kips Per Square-Inches
lb, #	Pounds
MPH, mph	Miles Per Hour
PLF, plf, lb/ft	Pounds Per Linear-Foot
PSF, psf, lb/ft ²	Pounds Per Square-Feet
TON, ton	Tons
Yd	Yard

METRIC UNITS

cm	Centimeters
Hec	Hectares
liter	Liters
m	Meters
mm	Millimeters
N	Newtons
km	Kilometers
kN	Kilonewtons
kN/m ²	Kilonewtons Per Square-meter
kPa	Kilopascals
kph	Kilometers Per Hour
Pa	Pascals

USEFUL CONVERSION

English	To	English	Metric	To	Metric
1 mile		1760 Yd	1 km		1000 m
1 Yd		3 Ft	1 m		100 cm
1 Ft		12 in	1 cm		10 mm
1 in		16/16 in	1 kN		1000 N
1 Ton (English)		2 Kips	1 kg		9.8066 N
1 Kip		1000 lb	1 Ton (Metric)		1000 kg
1 lb		16 ounces	1 Hec		10,000 m ²
1 Acre		43560 Ft ²	1 m ³		1000 liter
1 Ft ³		7.4805 Gal	1 kPa		1 kN/m ²

English	To	Metric	Metric	To	English
1 in		2.54 cm	1 cm		0.3937 in
1 ft		0.3048 m	1 m		3.2808 ft
1 lb		0.4536 kg	1 kg		2.2046 lb
1 Ton (English)		907.18 kg	1 Ton (Metric)		2204.6 lb
1 Kip		4.4482 kN	1 kN		0.2248 kip
1 mile		1.6093 km	1 km		0.6213 mile
1 Acre		0.4046 Hec	1 Hec		2.4715 Acres
1 lb/ft ²		0.0478 kPa	1 kPa		20.8854 lb/ft ²

Fraction	To	Decimal	Fraction	To	Decimal
1/16		0.0625	9/16		0.5625
1/8		0.1250	5/8		0.6250
3/16		0.1875	11/16		0.6875
1/4		0.2500	3/4		0.7500
5/16		0.3125	13/16		0.8125
3/8		0.3750	7/8		0.8750
7/16		0.4375	15/16		0.9375
1/2		0.5000	16/16		1.0000

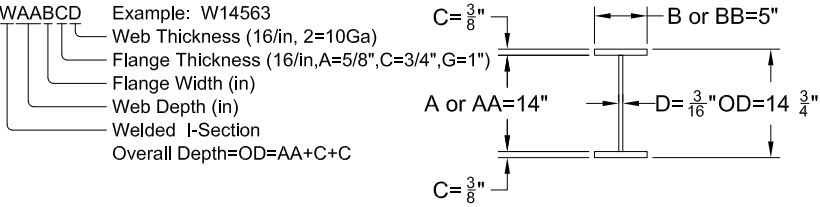
DRAWINGS:

AB, A.B.	Anchor Bolt
AS, As Shown	As Shown
Aux.	Auxiliary
BLDG., Bldg.	Building
B.P., Base PL	Base Plate
BOTT., Bott.	Bottom
Bott. Base PL, B.O.B.P	Bottom Of Base Plate
B.O.S.	Bottom Of Steel
BSW	Back Sidewall
BY OTHERS	By Other Supplier or Not By Rigid
C/C	Center to Center
C.I.P.	Cast-In-Place
CL, $\varnothing$	Center Line
CLR.	Clear, Clearance
CMU	Concrete Masonry Unit
COL., Col.	Column
CONC., Conc.	Concrete
CONT.	Continuous, Continuation
DET.	Detail
DIA., Dia., $\varnothing$	Diameter
DIM., Dim.	Dimension
DWG., Dwg.	Drawing
EH, E.H.	Eave Height
EJ, Exp. Jt.	Expansion Joint
EL, Elev.	Elevation
EP	End Plate
ES, E.S.	Eave Strut
EW	Endwall
EW COL, EC	Endwall Column
EW RAF	Endwall Rafter
Exp. Bolt	Expansion Bolt
FFL, Fin. Flr.	Finish Floor Line
FLG., FLGE., Flg., Flge.	Flange
FNB, F.N.B.	Fin Neck Bolt
FO, F.O.	Framed Opening
FRM., Frm.	Frame
FSW	Front Sidewall
GA, Ga.	Gage
GALV., Galv.	Galvanized
G.O.L.	Gage of Outstanding Leg
H, Ht.	Height
HED,HEDS	High Eave Double Slope
HES,HESS	High Eave Single Slope
Horz, Horiz	Horizontal
HSB, H.S.B.	High Strength Bolt
HSS	Hollow Structural Section
INT., Int.	Interior, Intermediate
I/S	Inside
LED,LEDS	Low Eave Double Slope
LES,LESS	Low Eave Single Slope
LEW	Left Endwall
LHI	Left Hand In
LHO	Left Hand Out
LL	Long Life
LLH	Long Leg Horizontal
LLV	Long Leg Vertical
LT	Lean-To
LT COL	Lean-To Column
LT RAF	Lean-To Rafter
LG., Lg.	Long
L, Lt.	Length
L x W x H	Length x Width x Height
MAX., max.	Maximum
MIN., min.	Minimum
MKD., MK'D.	Marked
MB, M.B.	Machine Bolt
MEZZ., Mezz.	Mezzanine
N.A., N/A	Not Applicable
NO., No.	Number
NS/FS, NS&FS	Near Side and Far Side
O.C.	On Center
O/S	Outside
OH, Opp Hand	Opposite Hand (Mirror Image)
OHD, O.H.D.	Over-Head Door
O/O	Out to Out
PF COL	Portal Frame Column (Wind Bent Column)
PF RAF	Portal Frame Rafter (Wind Bent Rafter)
PL, $\varnothing$	Plate
QTY., Qty.	Quantity
REF., Ref.	Refer, Reference
REW	Right Endwall

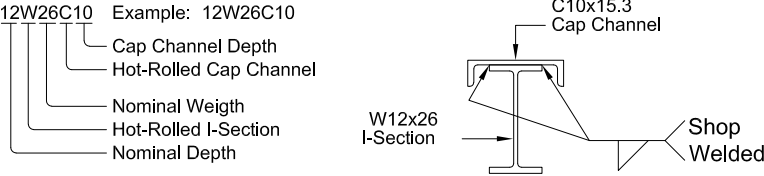
DRAWINGS:

RHB	Round Head Bolt
RHI	Right Hand In
RHO	Right Hand Out
REINF.	Reinforced
REQ'D., REQD.,	Required
REV., Rev.	Revised, Revision
RF, R.F.	Rigid Frame
RF COL	Rigid Frame Column
RF RAF	Rigid Frame Rafter
RUD, R.U.D.	Roll-Up Door
SC	Slip Critical
SDS	Self-Drilling Screws
SECT., Sect.	Section
SHTG., Shtg.	Sheeting
Sol Col	Soldier Column
SP	Splice Plate
SSR	Standing Seam Roof
SST	Stainless Steel
ST COL	Straight Column
STIFF.	Stiffener
STD.	Standard
STS	Self-Tapping Screws
SW	Sidewall
SYM., Sym., SYMM., Symm.	Symmetry, Symmetrical
TBE	To Be Established
TBD	To Be Determined
TC	Tension Control
THK., Thk.	Thick
TOC, T.O.C.	Top Of Concrete
TOS, T.O.S.	Top Of Steel
T & B, TOP & BOTT	Top and Bottom
TYP., Typ., typ.	Typical
UN, U.N.O.	Unless Noted, Unless Noted Otherwise
Vert.	Vertical
WD	Walk Door
W, Wd.	Width
W.P.	Work Point, Working Point

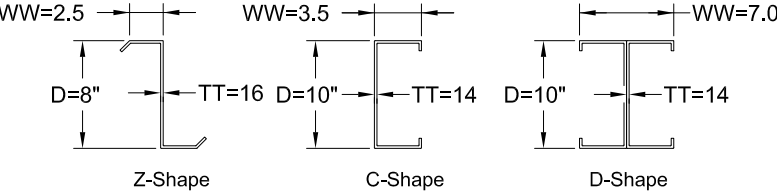
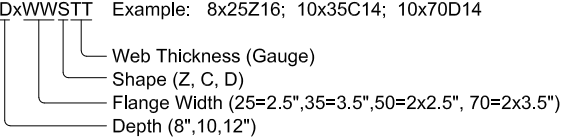
BUILT-UP SECTIONS: USED FOR FRAMES, BEAMS, COLUMNS



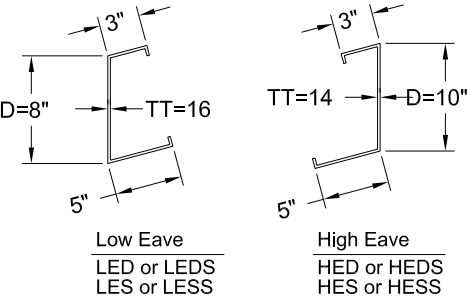
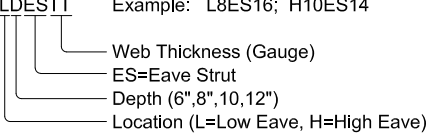
CRANE BEAM SECTIONS: USED FOR RUNWAY BEAMS, MONORAILS



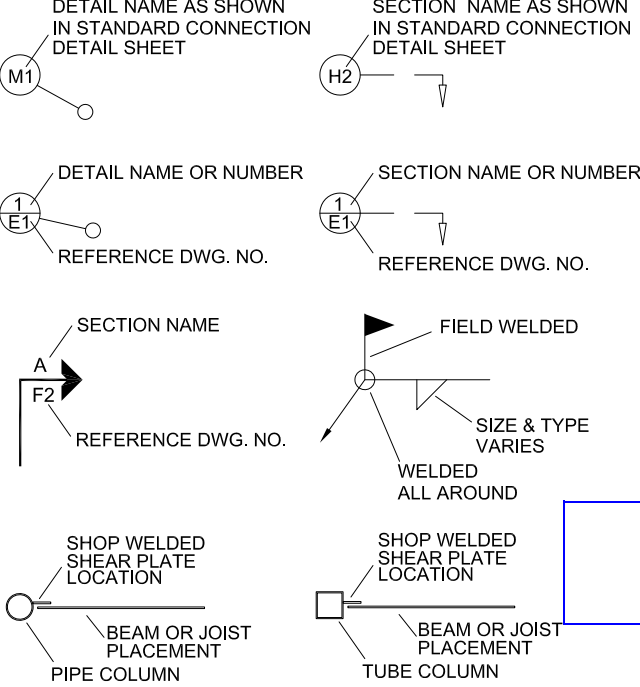
COLD-FORMED SECTIONS Z,C,D: USED FOR PURLINS,GIRTS,JAMBS,JOISTS



COLD-FORMED SECTION ES: USED FOR EAVE STRUTS



SECTIONS AND DETAILS:

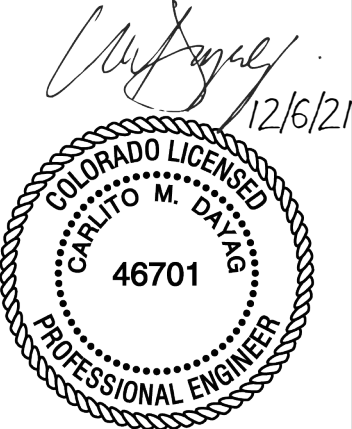


FOR PERMIT

ISSUE	DESCRIPTION	DATE	DRN.	CHK.	DES.
A	PERMIT	12/02/21	MRR	RCR	MRR



DESCRIPTION	LEGENDS & ABBREVIATIONS
CUSTOMER	Tekton Custom Homes, LLC
END USER	Bruce Peck
END USE	Shop
STREET	201 2nd Ave.
CITY ST ZIP	Severance, CO 80546
SALES NO.	71792
DWG. NO.	157132
SCALE	N.T.S.
SHEET NO.	Page 12 of 145



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DRAWING INDEX

[illegible]

UNLOADING, HANDLING AND STORING OF MATERIALS

STRUCTURAL

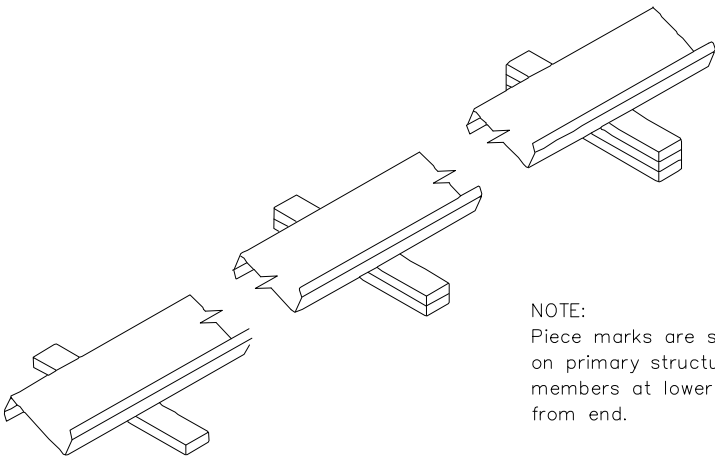
A great amount of time and trouble can be saved if the building site is according to a pre-arranged plan. Proper location and handling of components will eliminate unnecessary handling.

Inspect all shipments prior to releasing the tie-downs for loads that may have shifted during transit, REMEMBER, SAFETY FIRST!

Blocking under the columns and rafters protects the splice plates and the slab from damage during the unloading process. It also facilitates the placing of slings or cables around the members for later lifting and allows members to be bolted together into sub-assemblies while on the ground. Extra care should always be exercised in the unloading operations to prevent injuries from handling the steel and to prevent damage to materials and the concrete slabs.

If water is allowed to remain for extended periods in bundles of primed parts such as girts, purlins etc., the pigment will fade and the paint will gradually soften, reducing the bond to the steel. Therefore, upon receipt of a job, all bundles of primed parts should be stored at an angle to allow any trapped water to drain away and permit air circulation for drying. Puddles of water should not be allowed to collect and remain on columns, rafters or beams for the same reason.

All Primer should be touched up as required before erection!



NOTE:
Piece marks are stenciled on primary structural members at lower end, 1'-0" from end.

WALLS AND ROOF PANELS

RIGID's wall and roof panels including color coated, galvalume and galvanized, provide excellent service under widely varied conditions. All unloading and erection personnel should fully understand that these panels are quality merchandise which merit cautious care in handling.

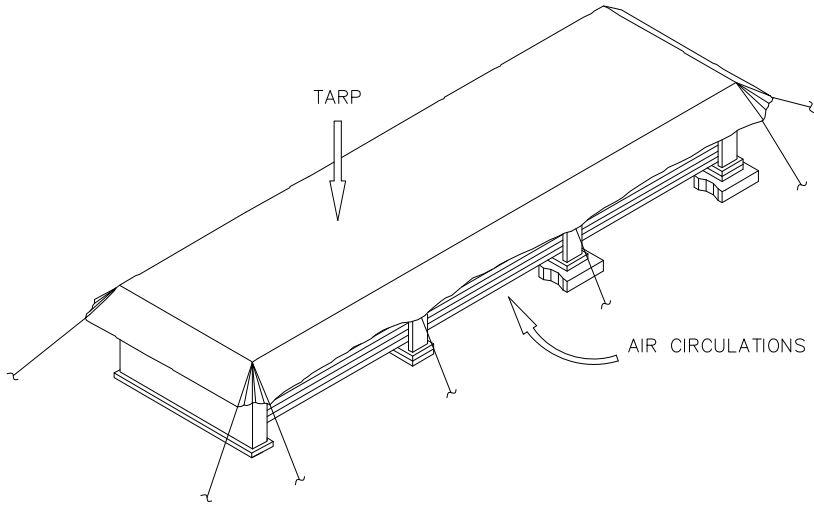
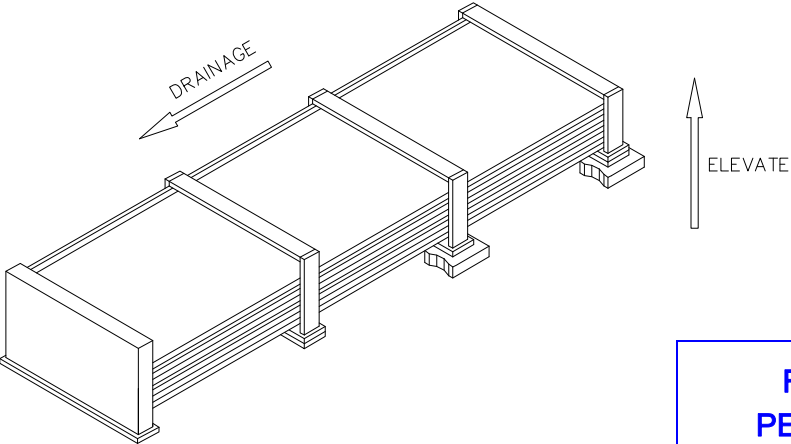
Under no circumstances should panels be handled roughly. Packages of sheets should be lifted off the truck with extreme care taken to insure that no damage occurs to ends of the sheets or to side ribs. The packages should be stored off the ground sufficiently high to allow air circulation underneath the packages. This avoids ground moisture and deters people from walking on the packages. One end of the package should always be elevated to encourage drainage in case of rain.

All stacked metal panels are subject, to some degree, to localized discoloration or stain when water is trapped between their closely nested surfaces. RIGID exercises extreme caution during fabricating and shipping operations to insure that all panel stock is kept dry. However, due to climatic conditions, water formed by condensation of humid air can be trapped between stacked sheets. Water can also be trapped between stacked sheets when exposed to rain. This discoloration caused by trapped moisture is often called wet storage stain.

The stain is usually superficial and has little effect on the appearance or service life of the panels as long as it is not permitted to remain on the panels. However, moisture in contact with the surface of the panels over an extended period can severely attack the finish and reduce the effective service life. Therefore, it is imperative that all panels be inspected for moisture upon receipt of the order. If moisture is present, dry the panels at once and store in a dry, warm place.

CAUTION: Care should always be taken when walking on panels. Use safety lines and nets when necessary! Panels are slippery. Oil or wax applied to the roof and wall panels for protection against weather damage will make them a very slippery surface. Wipe dry any oil that has puddled from bundles stored on a slope. Dew, frost, or other forms of moisture greatly increase the slipperiness of the panels. Always assume panel surface is slippery and act accordingly. Think safety!!

Use wood blocking to elevate and slope the panels in a manner that will allow moisture to drain. Wood blocking placed between bundles will provide additional air circulation. Cover the stacked bundles with a tarp or plastic cover leaving enough opening at the bottom for air to circulate.

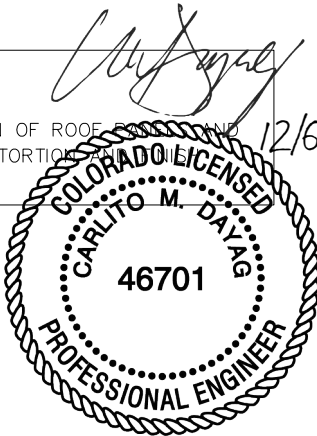


When handling or uncrating the panels, lift, rather than slide, them apart. Burred edges may scratch the coated surfaces when sheets are slid over one another. Never allow panels to be walked on while on the ground.

Rough and improper handling of a panel is inexcusable and a prime example of poor job supervision.

NOTE:
Use gloves when handling metal panels to prevent hand injuries. Be aware, of the dangers of handling panels on a windy day. A large panel can catch enough wind to knock a worker off his feet, even at ground level!! Safety first!!

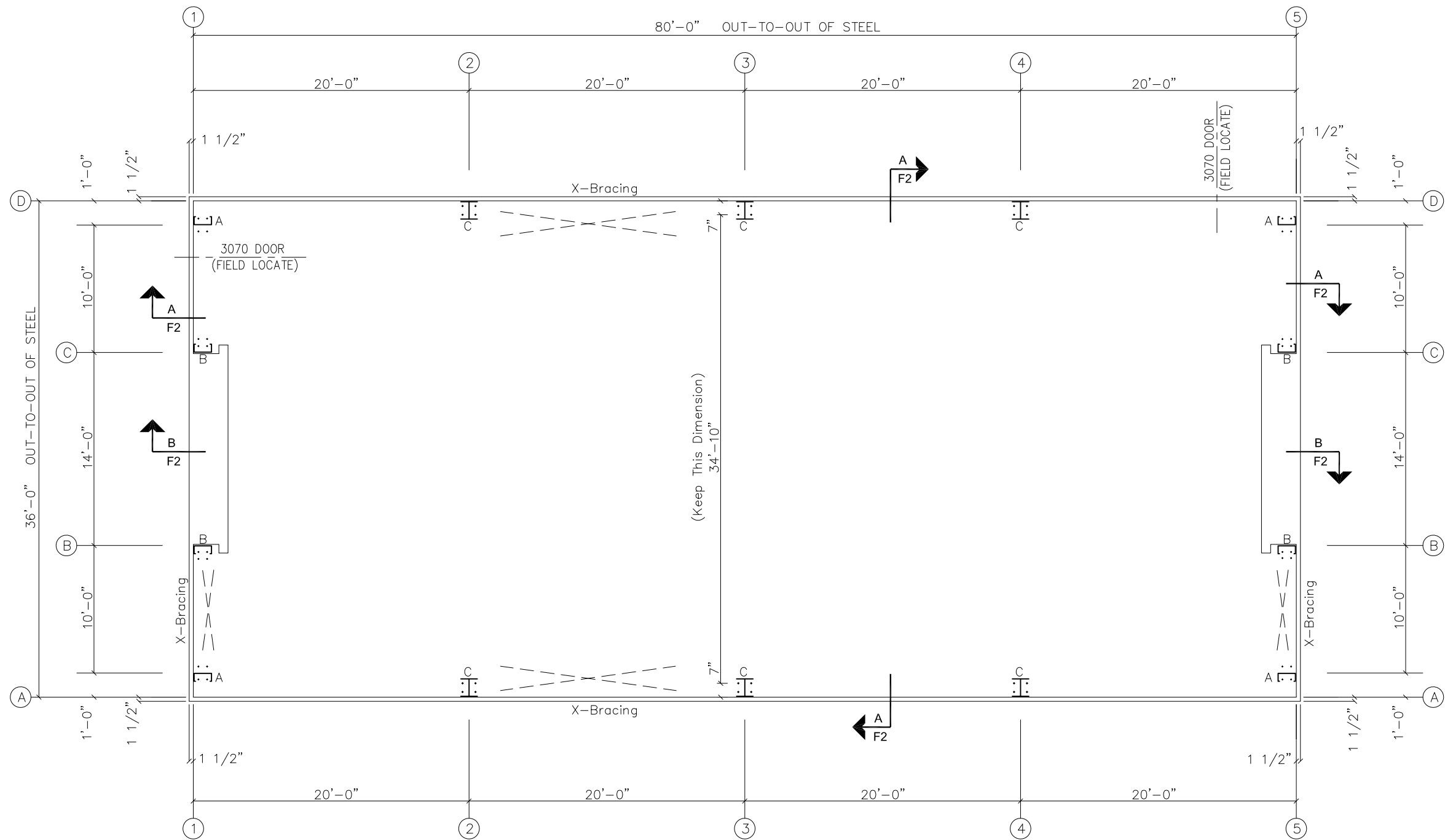
GENERAL NOTE:
1. OIL CANNING OF PANELS IS NOT A CAUSE OF REJECTION.
2. EXTREME CARE MUST BE EXERCISED DURING THE ERECTION OF ROOF PANELS AND TRIMS. FOOT TRAFFIC MAY RESULT IN PERMANENT PANEL DISTORTION AND ABRASION.



FOR
PERMIT

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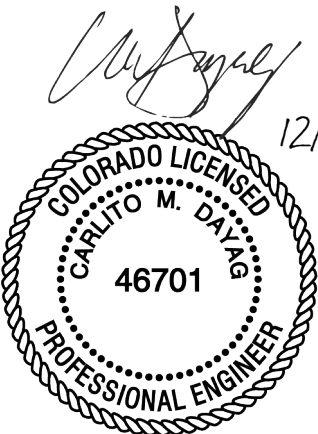
CUSTOMER: Tekton Custom Homes, LLC
SALES NO.: 71792 JOB NO.: 157132 BUILDING: A



COLUMN LAYOUT PLAN
NOTE: All Base Plates @ 100'-0" (U.N.)

TWO 3070 WALK DOORS TO BE FIELD LOCATED.

FOR PERMIT



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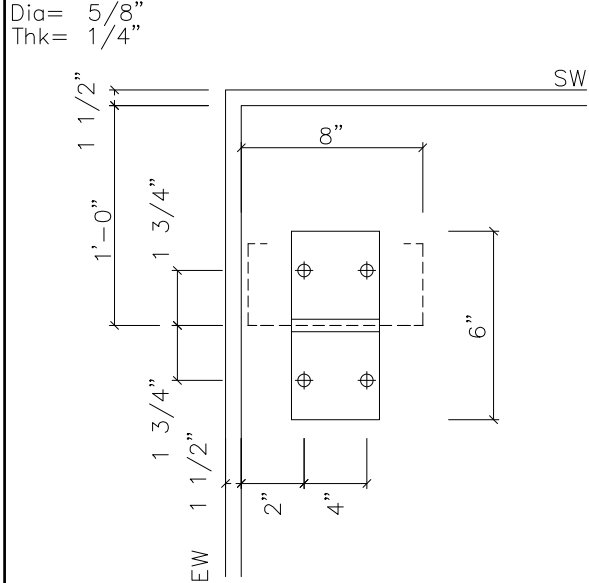
ISSUE	DESCRIPTION	DATE	DRN.	CHK.	DES.
0	CONSTRUCTION/PERMIT	12/02/21	MRR	RCR	MRR



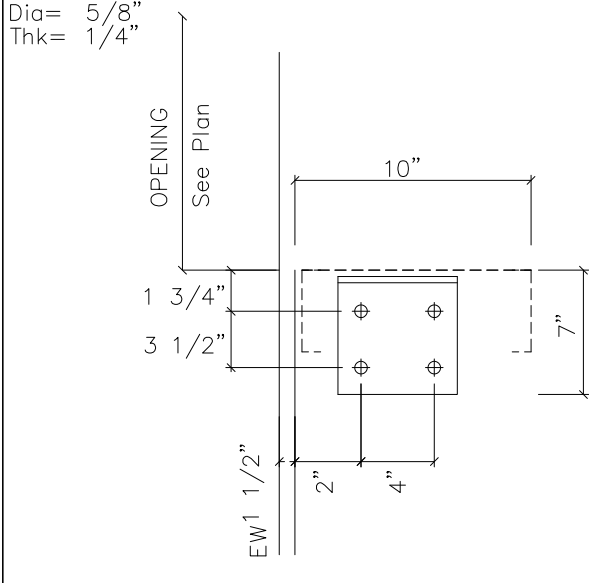
18933 Aldine Westfield
Houston, Tx. 77073
Phone : (281) 443-9065
Fax : (281) 443-9064

DESCRIPTION	COLUMN LAYOUT PLAN		
CUSTOMER	Tekton Custom Homes, LLC		
END USER	Bruce Peck		
END USE	Shop	BUILDING	A
STREET	201 2nd Ave.		
CITY ST ZIP	Severance, CO 80546		
SALES NO.	JOB NO.	SCALE	DWG. NO.
71792	157132	N.T.S.	

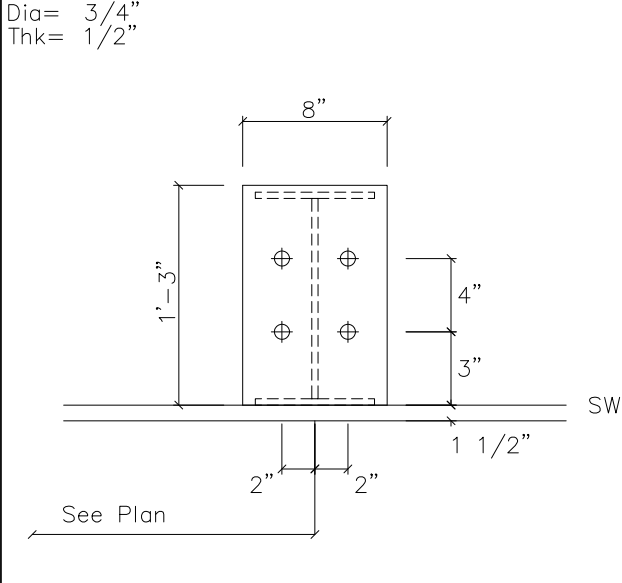
Page 15 of 14



DETAIL A

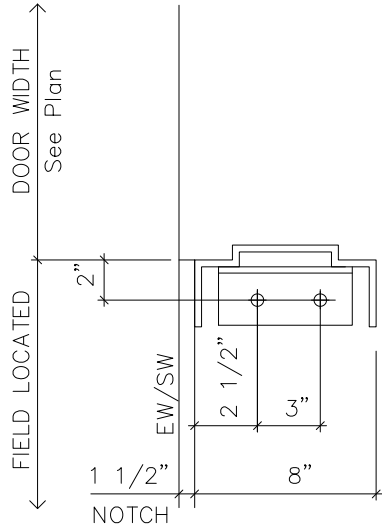


DETAIL B

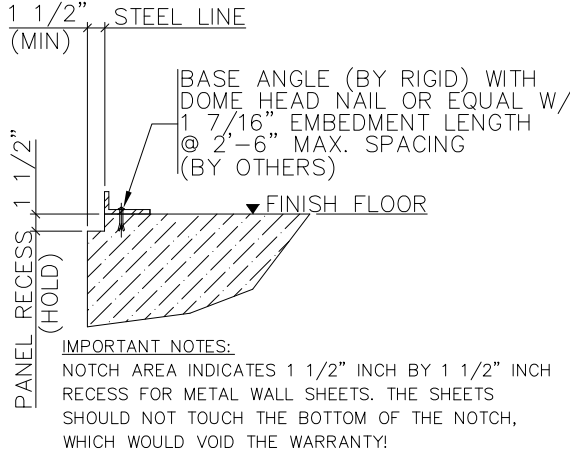


DETAIL C

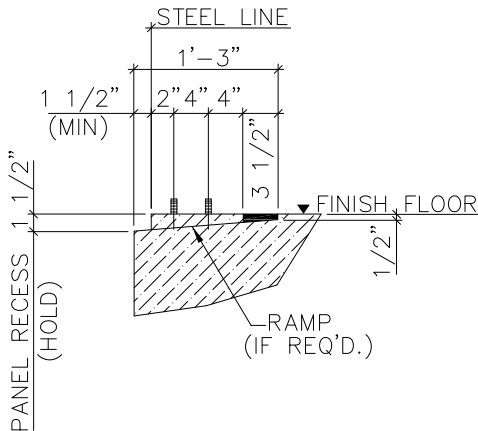
Dia= 1/2" Expansion Bolts – For Field Located



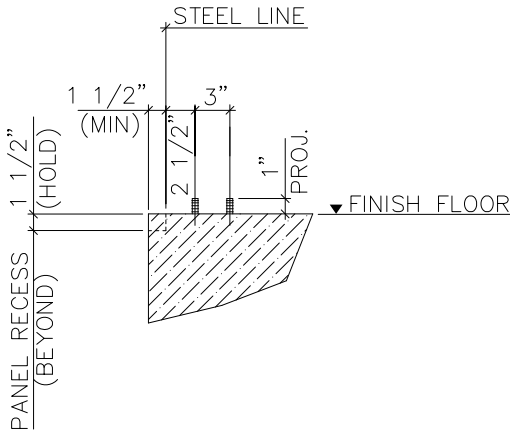
DETAIL-WD (FOR WALK DOOR)



A TYP. SECTION THRU PANEL RECESS

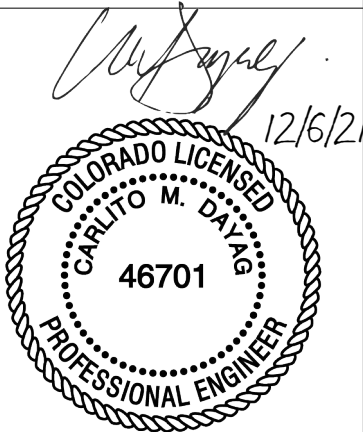


B TYP. SECTION THRU FRAMED OPENING



C TYP. SECTION THRU WALK DOOR OPNG.

FOR PERMIT



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GENERAL NOTES:
① THE ANCHOR BOLT DETAILS SHOWN ON THIS DRAWING LOCATE THE ANCHOR BOLTS IN REFERENCE TO BOTH THE BUILDING STEEL LINE AND THE OUTSIDE OF RIGID'S SUGGESTED PANEL RECESS OF 1-1/2".
② THE ANCHOR BOLT SETTING PLAN LOCATES ANCHOR BOLTS IN REFERENCE TO THE OUTSIDE OF THE PANEL RECESS SHOWN. IF THE ACTUAL PANEL RECESS IS DIFFERENT FROM WHAT IS SHOWN ON THE ANCHOR BOLT SETTING PLAN, THEN ALL REFERENCE DIMENSIONS FROM THE OUTSIDE OF THE PANEL RECESS MUST BE DETERMINED BY THE CUSTOMER.
③ BOTTOM OF ALL BASE PLATES ARE AT THE SAME ELEVATION. (UNLESS NOTED)

NOTE:
ONLY ANCHOR BOLTS SETTING PLAN ISSUED & STAMPED "FOR CONSTRUCTION" SHALL BE USED IN SETTING ANCHOR BOLTS. "RIGID GLOBAL BUILDINGS" SHALL NOT BE RESPONSIBLE FOR ERROR OR DISCREPANCY IF THE DRAWING USED IS NOT VALID FOR CONSTRUCTION.

QTY.	SYMBOL	DIA.	PROJ.
—	+	1/2"	1"
32	⊕	5/8"	2"
24	⊕	3/4"	2 1/2"
—	⊕	7/8"	2 3/4"
—	⊕	1"	3"
—	⊕	1 1/8"	3 1/2"
—	⊕	1 1/2"	3 1/2"

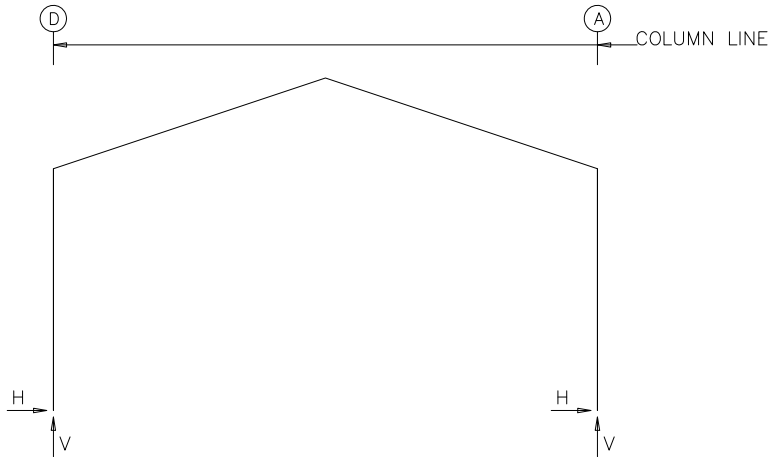
ANCHOR BOLT DETAIL	
ANCHOR BOLT PROJECTION "PROJ." IS MEASURED FROM BOTTOM OF BASE PLATE	DETAIL OF ANCHOR BOLT AS PER THE SUPPLIER
LENGHT OF "PROJ." SHOWN IS FOR ONE NUT + ONE WASHER	NUTS & WASHERS BY SUPPLIER
ANCHOR BOLTS NOT BY RIGID GLOBAL BUILDINGS	

ISSUE	DESCRIPTION	DATE	DRN.	CHK.	DES.
0	CONSTRUCTION/PERMIT	12/02/21	MRR	RCR	MRR



DESCRIPTION	ANCHOR BOLT DETAILS		
CUSTOMER	Tekton Custom Homes, LLC		
END USER	Bruce Peck		
END USE	Shop	BUILDING	A
STREET	201 2nd Ave.		
CITY ST ZIP	Severance, CO 80546		
SALES NO.	71792	JOB NO.	157132
SCALE	N.T.S.	DATE	12/6/21

FRAME LINES: 2 3 4



RIGID FRAME: MAXIMUM REACTIONS, ANCHOR BOLTS, & BASE PLATES

Frm Line	Col Line	Column_Reactions(k)						Bolt(in) Qty	Dia	Base_Plate(in)			Grout (in)
		Load Id	Hmax H	V Vmax	Load Id	Hmin H	V Vmin			Width	Length	Thick	
2*	D	1	3.9	13.4	4	-2.7	-2.4	4	0.750	8.000	15.00	0.500	0.0
					2	-2.4	-4.1						
2*	A	5	2.7	-2.4	1	-3.9	13.4	4	0.750	8.000	15.00	0.500	0.0
		1	-3.9	13.4	3	2.4	-4.1						
2*	Frame lines: 2 3 4												

NOTES FOR REACTIONS

1. All loading conditions are examined and only maximum/minimum H or V and the corresponding H or V are reported.
2. Positive reactions are as shown in the sketch. Foundation loads are in opposite directions.
3. Bracing reactions are in the plane of the brace with the H pointing away from the braced bay. The vertical reaction is downward.
4. Building reactions are based on the following building data.

Width (ft) : 36

Length (ft) : 80

Eave Height (ft) : 16 / 16

Roof Slope (rise/12) : 4.0:12 / 4.0:12

Design Code : IBC 18

Enclosure : Closed

Dead Load (psf) : 2.000

Collateral Load (psf) : 0

Wind Speed (mph) : 115 mph

Wind Importance Factor : 1.00

Wind Exposure : C

Live Load (psf) : 20.00

Frame Live Load (psf) : 12

Ground Snow Load (psf) : 43.000

Roof Snow Load (psf) : 30.1

Snow Exposure : 1.000

Snow Importance Factor : 1.000

Thermal Factor : 1.000

Seismic Importance Factor : 1.00

Spectral Response Accel. : Ss=0.166 : S1=0.052

Spectral Response Coeff. : Sds=0.176 : Sd1=0.083

Seismic Coeff. (Fa*Ss) : 0.264 : Fa=1.600

Seismic Design Category : B

5. Loading conditions are:

1 Dead+Collateral+Snow+Slide_Snow

2 0.6Dead+0.6Wind_Left1

3 0.6Dead+0.6Wind_Right1

4 0.6Dead+0.6Wind_Left2

5 0.6Dead+0.6Wind_Right2

6 0.6Dead+0.6Wind_Right1+0.6Wind_Suction

7 0.6Dead+0.6Wind_Pressure+0.6Wind_Long1L

8 0.6Dead+0.6Wind_Left1+0.6Wind_Suction

9 Dead+Collateral+E1UNB_SL_L

10 0.6Dead+0.6Wind_Pressure+0.6Wind_Long2L

11 Dead+Collateral+E1UNB_SL_R

12 Dead+Collateral+0.75Snow+0.45Wind_Left2+0.45Wind_Suction+0.75Slide_Snow

13 Dead+Collateral+0.75Snow+0.45Wind_Right2+0.45Wind_Suction+0.75Slide_Snow

14 Dead+Collateral+E2UNB_SL_L

15 Dead+Collateral+E2UNB_SL_R

RIGID FRAME: BASIC COLUMN REACTIONS (k)

Frame Line	Column Line	-----Dead-----		-----Live-----		-----Snow-----		-----Wind_Left1-----		-----Wind_Right1-----		-----Wind_Left2-----	
		Horiz	Vert	Horiz	Vert	Horiz	Vert	Horiz	Vert	Horiz	Vert	Horiz	Vert
2*	D	0.3	1.3	1.5	4.6	3.6	12.1	-4.3	-8.1	1.7	-4.4	-4.8	-5.3
2*	A	-0.3	1.3	-1.5	4.6	-3.6	12.1	-1.7	-4.4	4.3	-8.1	-1.1	-1.6
Frame Line	Column Line	-----Wind_Right2-----		-----Wind_Long1-----		-----Wind_Long2-----		-----Seismic_Left-----		-----Seismic_Right-----		-----Seismic_Long-----	
		Horiz	Vert	Horiz	Vert	Horiz	Vert	Horiz	Vert	Horiz	Vert	Horiz	Vert
2*	D	1.1	-1.6	1.0	-7.7	0.2	-7.3	-0.3	-0.2	0.3	0.2	0.0	-0.8
2*	A	4.8	-5.3	-0.2	-7.3	-1.0	-7.7	-0.3	0.2	0.3	-0.2	0.0	-0.8
Frame Line	Column Line	F1UNB_SL_L-----		F1UNB_SL_R-----									
		Horiz	Vert	Horiz	Vert								
2*	D	3.0	10.5	3.1	6.3								
2*	A	-3.1	6.3	-3.0	10.5								

2* Frame lines: 2 3 4

ENDWALL COLUMN: BASIC COLUMN REACTIONS (k)

Frm Line	Col Line	Dead Vert	Live Vert	Snow Vert	Wind_Left1		Wind_Right1		Wind_Left2		Wind_Right2		Wind Press Horiz	Wind Suct Horiz
					Horz	Vert	Horz	Vert	Horz	Vert	Horz	Vert		
1	D	0.3	1.2	2.1	0.0	-1.7	0.0	-2.2	0.0	-1.0	0.0	-1.5	-0.9	1.0
1	C	0.5	3.1	4.6	0.0	-3.5	0.0	-1.8	0.0	-2.7	0.0	-1.0	-2.3	2.5
1	B	0.5	3.1	4.6	1.8	-5.7	0.0	-0.3	1.8	-4.8	0.0	0.6	-2.3	2.5
1	A	0.3	1.2	2.1	0.0	1.6	1.8	-5.0	0.0	2.3	1.8	-4.3	-0.9	1.0

Frm Line	Col Line	Wind_Long1		Wind_Long2		Seis_Left		Seis_Right		E1UNB_SL_L--		E1UNB_SL_R--	
		Horz	Vert	Horz	Vert	Horz	Vert	Horz	Vert	Horz	Vert	Horz	Vert
1	D	0.0	-1.4	0.0	-0.7	0.0	0.0	0.0	0.0	0.0	1.3	0.0	0.3
1	C	0.0	-3.3	0.0	-2.2	0.0	0.0	0.0	0.0	0.0	5.7	0.0	2.2
1	B	0.0	-1.0	0.7	-4.8	0.3	-0.7	0.0	0.6	0.0	2.2	0.0	5.7
1	A	0.7	-2.0	0.0	0.1	0.0	0.7	0.3	-0.6	0.0	0.3	0.0	1.3

Frm Line	Col Line	Dead Vert	Live Vert	Snow Vert	Wind_Left1		Wind_Right1		Wind_Left2		Wind_Right2		Wind Press Horiz	Wind Suct Horiz
					Horz	Vert	Horz	Vert	Horz	Vert	Horz	Vert		
5	A	0.3	1.2	2.1	1.8	-5.0	0.0	1.6	1.8	-4.3	0.0	2.3	-0.9	1.0
5	B	0.5	3.1	4.6	0.0	-0.3	1.8	-5.7	0.0	0.6	1.8	-4.8	-2.3	2.5
5	C	0.5	3.1	4.6	0.0	-1.8	0.0	-3.5	0.0	-1.0	0.0	-2.7	-2.3	2.5
5	D	0.3	1.2	2.1	0.0	-2.2	0.0	-1.7	0.0	-1.5	0.0	-1.0	-0.9	1.0

Frm Line	Col Line	Wind_Long1		Wind_Long2		Seis_Left		Seis_Right		E2UNB_SL_L--		E2UNB_SL_R--	
		Horz	Vert	Horz	Vert	Horz	Vert	Horz	Vert	Horz	Vert	Horz	Vert
5	A	0.0	0.1	0.7	-2.0	0.3	-0.6	0.0	0.7	0.0	1.3	0.0	0.3
5	B	0.7	-4.8	0.0	-1.0	0.0	0.6	0.3	-0.7	0.0	5.7	0.0	2.2
5	C	0.0	-2.2	0.0	-3.3	0.0	0.0	0.0	0.0	0.0	2.2	0.0	5.7
5	D	0.0	-0.7	0.0	-1.4	0.0	0.0	0.0	0.0	0.0	0.3	0.0	1.3

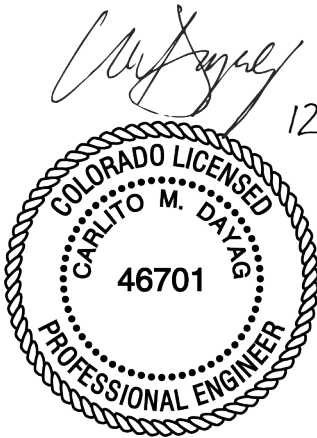
ENDWALL COLUMN: MAXIMUM REACTIONS, ANCHOR BOLTS, & BASE PLATES

Frm Line	Col Line	Column_Reactions(k)						Bolt(in) Qty	Dia	Base_Plate(in)			Grout (in)
		Load Id	Hmax H	V Vmax	Load Id	Hmin H	V Vmin			Width	Length	Thick	
1	D	6	0.6	-1.2	7	-0.5	-0.7	4	0.625	6.000	6.000	0.250	0.0
		1	0.0	2.4	6	0.6	-1.2						
1	C	8	1.5	-1.8	7	-1.4	-1.7	4	0.625	7.000	6.000	0.250	0.0
		9	0.0	6.2	8	1.5	-1.8						
1	B	8	1.5	-3.1	10	-1.4	-2.5	4	0.625	7.000	6.000	0.250	0.0
		11	0.0	6.2	8	1.5	-3.1						
1	A	6	0.6	-2.8	7	-0.5	-1.0	4	0.625	6.000	6.000	0.250	0.0
		12	0.5	2.9	6	0.6	-2.8						
5	A	8	0.6	-2.8	10	-0.5	-1.0	4	0.625	6.000	6.000	0.250	0.0
		13	0.5	2.9	8	0.6	-2.8						
5	B	6	1.5	-3.1	7	-1.4	-2.5	4	0.625	7.000	6.000	0.250	0.0
		14	0.0	6.2	6	1.5	-3.1						
5	C	6	1.5	-1.8	10	-1.4	-1.7	4	0.625	7.000	6.000	0.250	0.0
		15	0.0	6.2	6	1.5	-1.8						
5	D	8	0.6	-1.2	10	-0.5	-0.7	4	0.625	6.000	6.000	0.250	0.0
		1	0.0	2.4	8	0.6	-1.2						

BUILDING BRACING REACTIONS

---Wall Loc	---Col Line	± Reactions(k)						Panel_Shear (lb/ft)	
		---Wind		---Seismic		---Wind		Wind	Seis
L_EW	1	B,A	1.8	3.1	0.3	0.6			
F_SW	A	2,3	2.8	2.0	1.1	0.8			
R_EW	5	A,B	1.8	3.1	0.3	0.6			
B_SW	D	3,2	2.8	2.0	1.1	0.8			

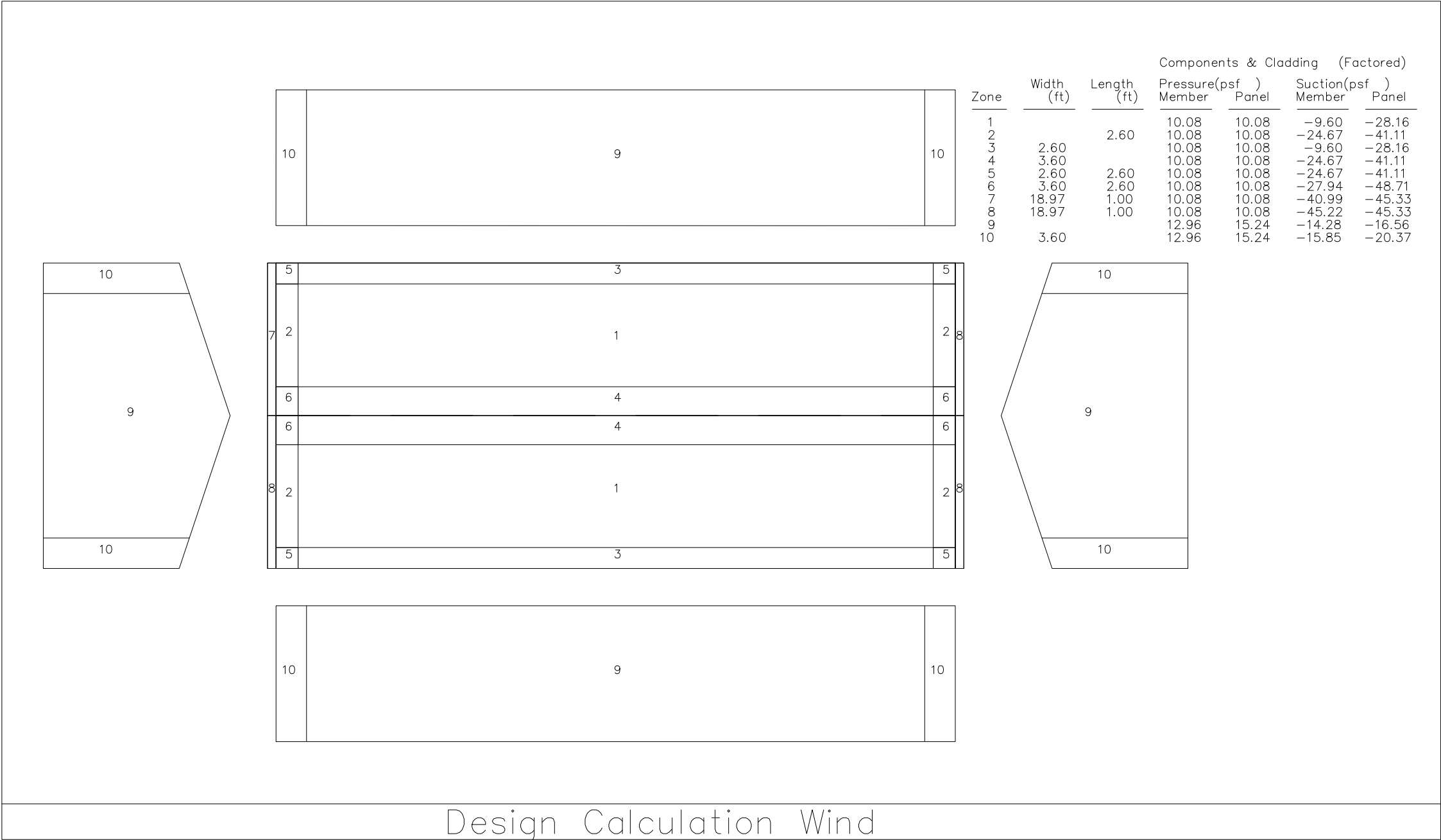
FOR PERMIT



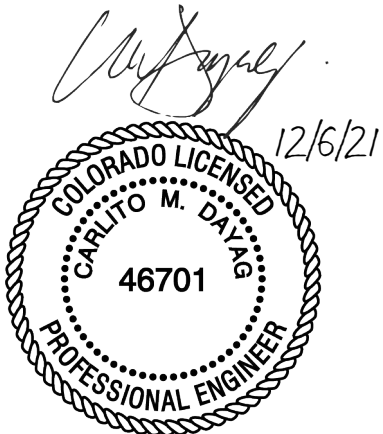
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ISSUE	DESCRIPTION	DATE	DRN.	CHK.	DES.	 18933 Aldine Westfield Houston, Tx. 77073 Phone : (281) 443-9065 Fax : (281) 443-9064	DESCRIPTION	REACTIONS				
0	CONSTRUCTION/PERMIT	12/02/21	MRR	RCR	MRR		CUSTOMER	Tekton Custom Homes, LLC				
							END USER	Bruce Peck				
							END USE	Shop	BUILDING	A		
							STREET	201 2nd Ave.				
							CITY ST ZIP	Severance, CO 80546				
							SALES NO.	71792	JOB NO.	157132	SCALE	N.T.S.

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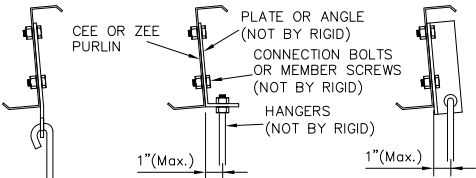
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ISSUE	DESCRIPTION	DATE	DRN.	CHK.	DES.	DESCRIPTION	REACTIONS
0	CONSTRUCTION/PERMIT	12/02/21	MRR	RCR	MRR	CUSTOMER	Tekton Custom Homes, LLC
						END USER	Bruce Peck
						END USE	ShopBUILDINGA
						STREET	201 2nd Ave.
						CITY ST ZIP	Severance, CO 80546
						SALES NO.	71792
						JOB NO.	157132
						SCALE	N.T.S.
						DATE	12/6/21

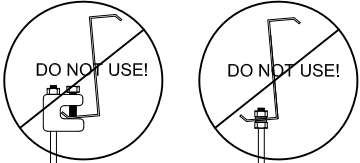
18933 Aldine Westfield
Houston, Tx. 77073
Phone : (281) 443-9065
Fax : (281) 443-9064

EXTENSION/CANOPY BOLTS				
ROOF PLAN				
MARK	QUAN	TYPE	DIA	LENGTH
EB-2	4	A325	5/8"	1 1/2"
EB-3	4	A325	5/8"	1 1/2"

MEMBER TABLE	
ROOF PLAN	
MARK	PART
EB-1	10x35C14
EB-2	W10x12
EB-3	W10x12
EB-4	10x35C14
P-1	10x25Z14
P-2	10x25Z14
P-3	10x25Z14
E-1	L10ES14
E-2	L10ES14
E-3	10x25C16
E-4	10x25C16
E-5	L10ES14
CB-5	CB0250

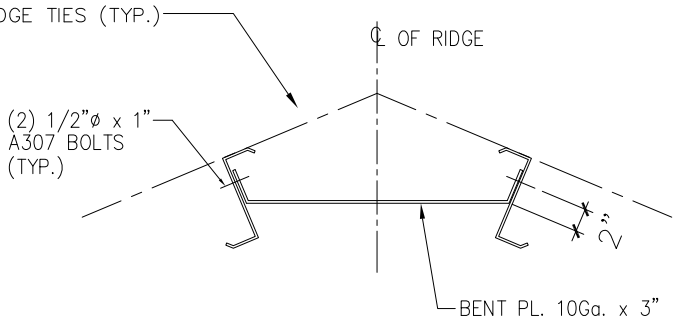
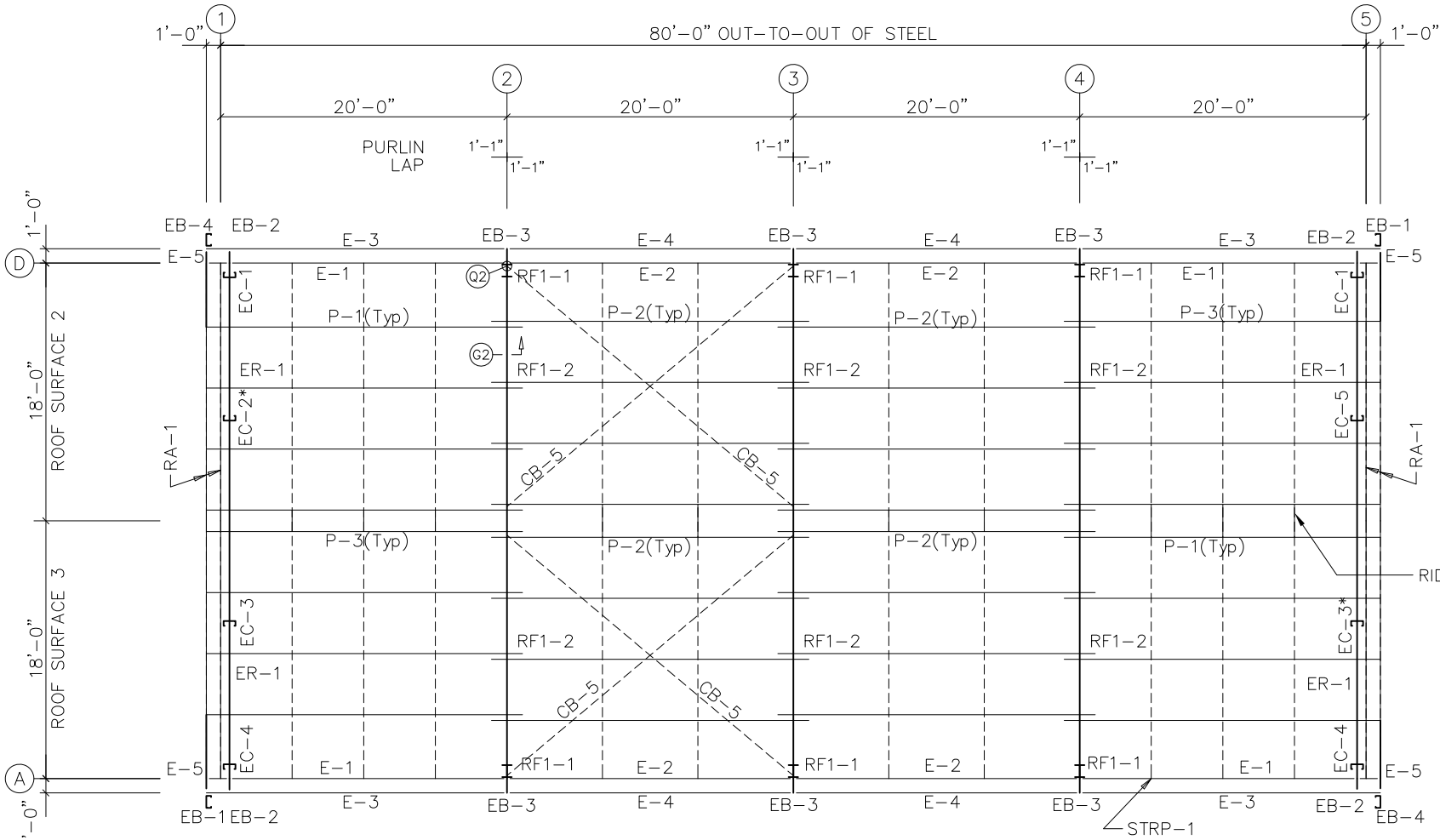


HANGERS ON CEE OR ZEE PURLINS MUST ATTACH TO THE WEB ONLY. HANGERS MUST BE LOCATED SO THAT THE SUPPORTED LOAD DOES NOT EXCEED THAT SPECIFIED IN THE CONTRACT DOCUMENTS. SUGGESTED DETAILS ARE AS SHOWN ABOVE.



DO NOT USE C-CLAMPS OR ANY OTHER HANGER ATTACHED TO THE FLANGE OF THE PURLIN. IT REDUCES THE CAPACITY OF THE PURLIN AND PRODUCE SECONDARY STRESSES.

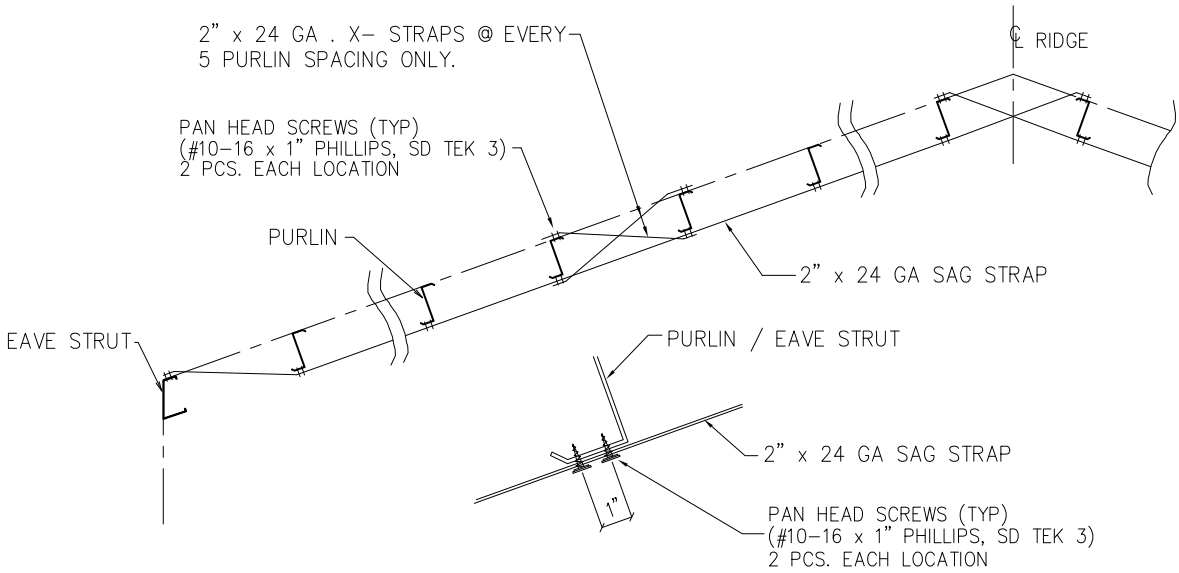
1 TYP. COLLATERAL LOAD CONNECTION DETAIL
SF38



TYPICAL RIDGE TIE DETAIL

ROOF FRAMING PLAN

NOTE: ROOF AND WALL INSULATION BY OTHERS.



TYPICAL SAG STRAP CONNECTION DETAIL

FOR PERMIT

IMPORTANT NOTES:

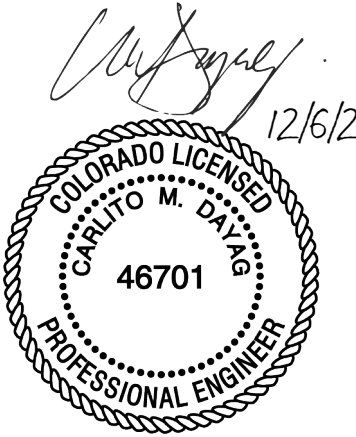
High R-value roof insulation systems require two layers of insulation. The sag straps that prevent purlin roll may conflict with faced roof insulation between purlins. Rigid Global Buildings recommends an unfaced layer between the purlins that can be cut around the required framing.

ISSUE	DESCRIPTION	DATE	DRN.	CHK.	DES.
A	PERMIT	12/02/21	MRR	RCR	MRR



DESCRIPTION	ROOF FRAMING		
CUSTOMER	Tekton Custom Homes, LLC		
END USER	Bruce Peck		
END USE	Shop	BUILDING	A
STREET	201 2nd Ave.		
CITY ST ZIP	Severance, CO 80546		
SALES NO.	71792	JOB NO.	157132
SCALE	N.T.S.	DATE	12/02/21

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- IMPORTANT NOTES:
- =====

1. OIL CANNING OF PANELS IS NOT A CAUSE OF REJECTION.

2. EXTREME CARE MUST BE EXERCISED DURING ERECTION OF ROOF PANELS AND TRIMS. FOOT TRAFFIC MAY RESULT IN PERMANENT PANEL DISTORTION AND FINISH ABRASION.

=====

ERECTOR'S NOTE

=====

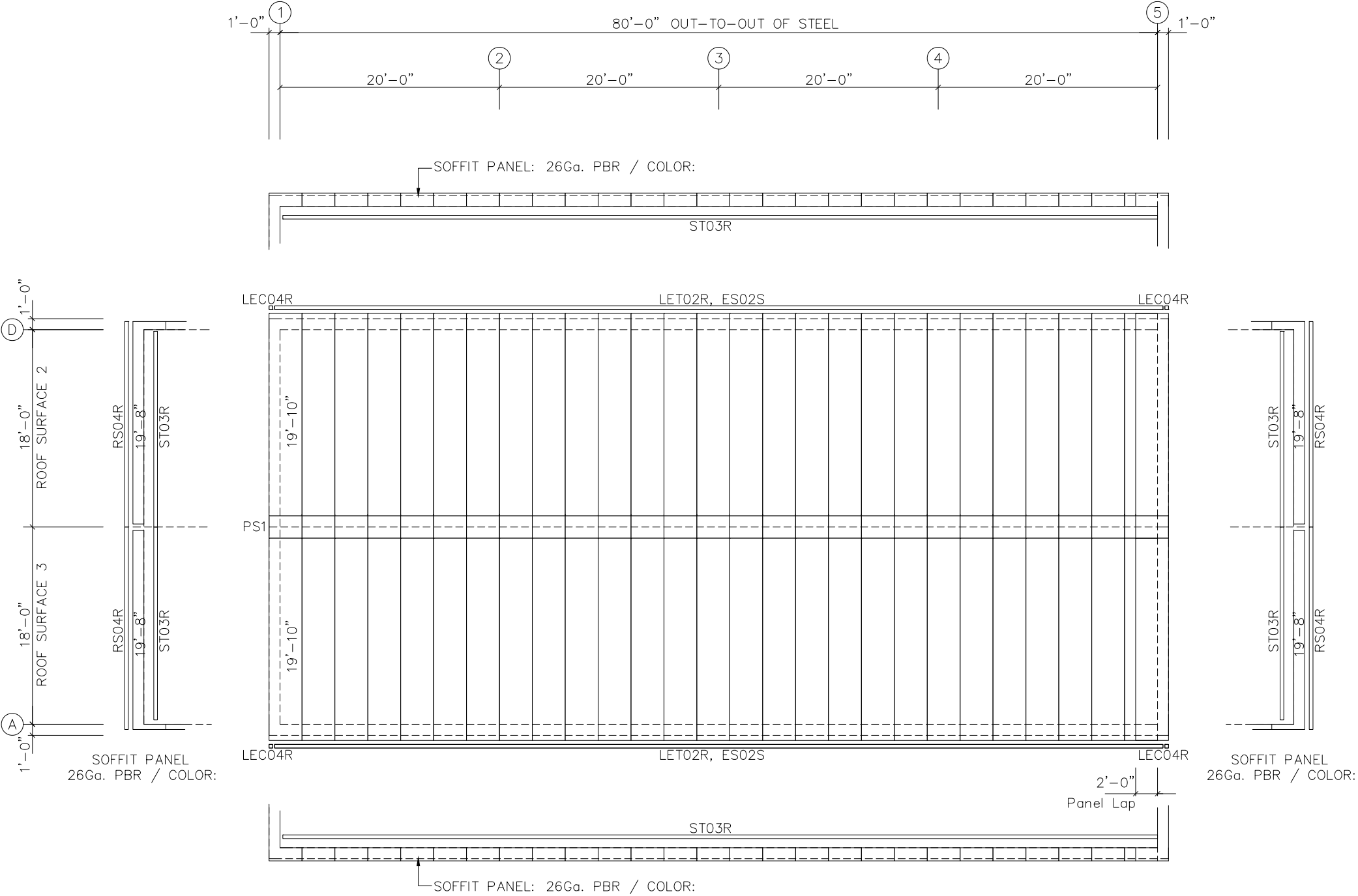
1. INSTALLER OF STANDING SEAM ROOF PANEL MUST STUDY THE INSTALLATION MANUALS PRIOR TO INSTALLATION. MANUALS ARE PROVIDED WITH THE MATERIALS SHIPMENT BUT CAN BE REQUESTED OR DOWNLOADED FROM THE RIGID GLOBAL BUILDINGS WEBSITE AT www.rigidbuilding.com

2. FAILURE TO INSTALL THE ROOF SHEETS IN ACCORDANCE WITH THE SHEETING DIRECTIONAL ARROWS SHOWN ON THESE PLANS MAY RESULT IN IMPROPER FIT-UP OF THE OUTSIDE CLOSURES (END DAMS) AND POSSIBLY OTHER TRIM COMPONENTS WHICH COULD AFFECT THE OVERALL APPEARANCE AND WEATHER TIGHTNESS OF THE BUILDING. RIGID WILL NOT BE HELD REPO-N-SIBLE FOR THE CHARGES OR ADDITIONAL FIELD WORK DUE TO NOT FOLLOWING SHEETING DIRECTIONAL ARROWS AND OTHER PROCEDURES OUTLINED IN THE ERECTION MANUAL.

3. IN THE EVENT THAT A DISCREPANCY OR ERROR ARISES WITH MATERIALS SHIPPED FOR THIS PROJECT OR ON THESE ERECTION DRAWINGS, THE ERECTOR/INSTALLER MUST NOTIFY RGB PRIOR TO CORRECTING. IF RGB IS NOT NOTIFIED, RGB WILL NOT HONOR BACKCHARGES BY ANY PARTY INVOLVED.

4. MEMBER SCREW AND STITCH SCREW PATTERNS AND LOCATIONS SHALL BE IN ACCORDANCE WITH ROOF AND WALL DETAILS SHOWN ON DWG. # E10 & -E11.

5. RGB SUPPLIES 5% OVERAGE FOR SCREWS AND ANY CLAIM ON SHORTAGE BECAUSE OF NON-COMPLIANCE WITH THE DRAWINGS SHALL NOT BE RGB'S RESPONSIBILITY.



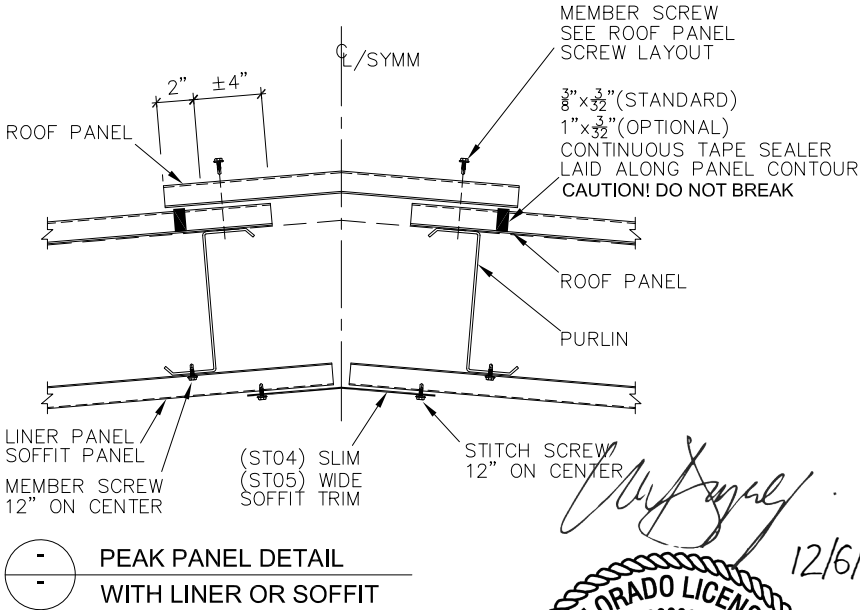
ROOF SHEETING PLAN

PANELS: 26 Ga. PBR - S2000 Standard

NOTE:

ROOF AND WALL INSULATION ARE 'BY OTHERS'.

FOR PERMIT



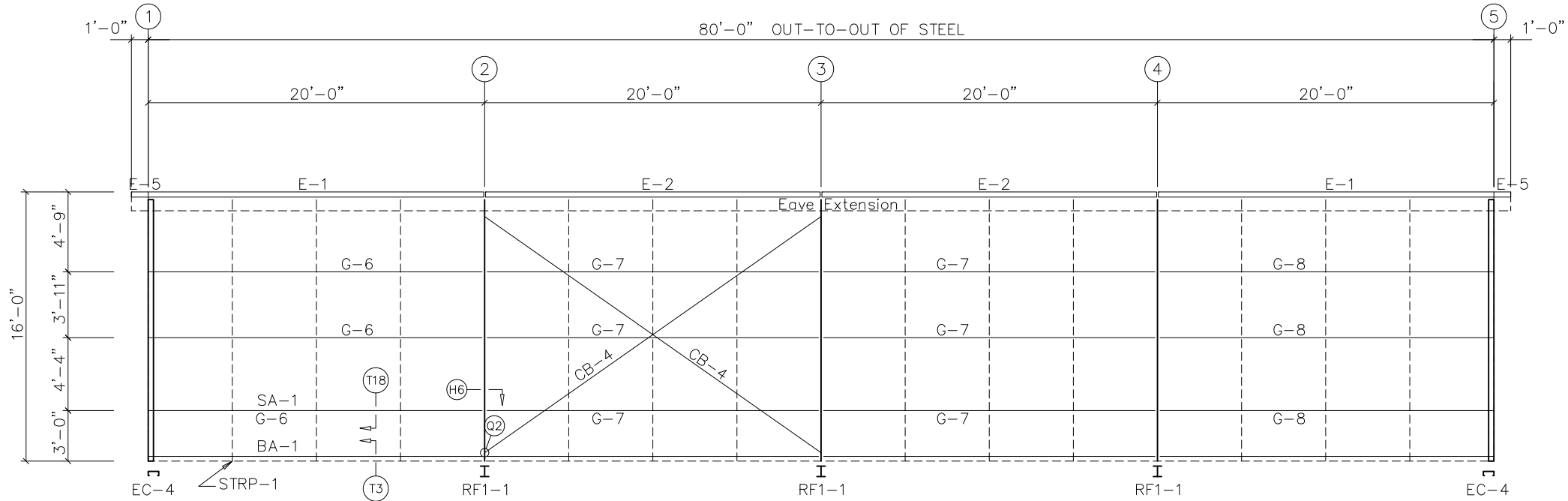
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ISSUE	DESCRIPTION	DATE	DRN.	CHK.	DES.
A	PERMIT	12/02/21	MRR	RCR	MRR

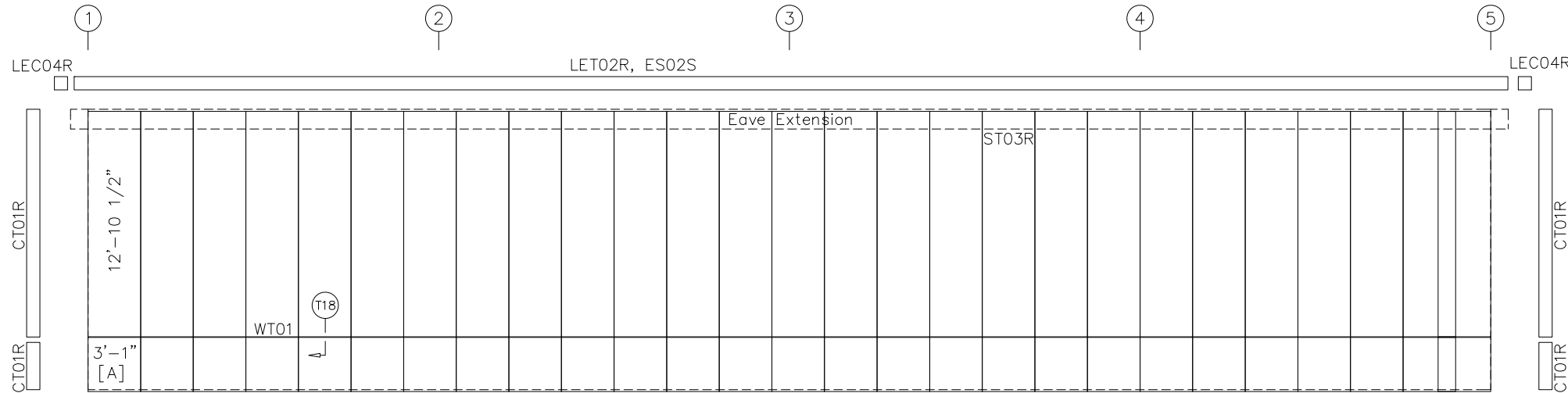
DESCRIPTION	ROOF SHEETING
CUSTOMER	Tekton Custom Homes, LLC
END USER	Bruce Peck
END USE	Shop
STREET	201 2nd Ave.
CITY ST ZIP	Severance, CO 80546
SALES NO.	71792
JOB NO.	157132
SCALE	N.T.S.
DATE	12/6/21

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Houston, Tx. 77073
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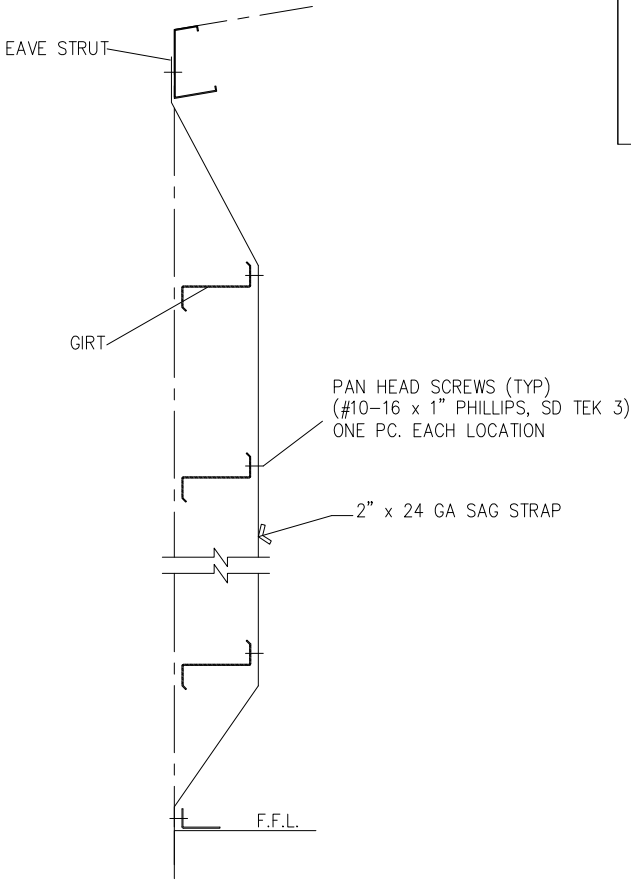
SIDEWALL FRAMING: FRAME LINE A



SIDEWALL SHEETING & TRIM: FRAME LINE A

26 Ga. PBR – S2000 Standard
[A] 26 Ga. PBR – S2000 Standard

FOR
PERMIT



TYP. SAG STRAP DETAIL
AT SIDEWALL

MEMBER TABLE	
FRAME LINE A	
MARK	PART
E-1	L10ES14
E-2	L10ES14
E-5	L10ES14
G-6	8x25Z16
G-7	8x25Z16
G-8	8x25Z16
CB-4	CB0250



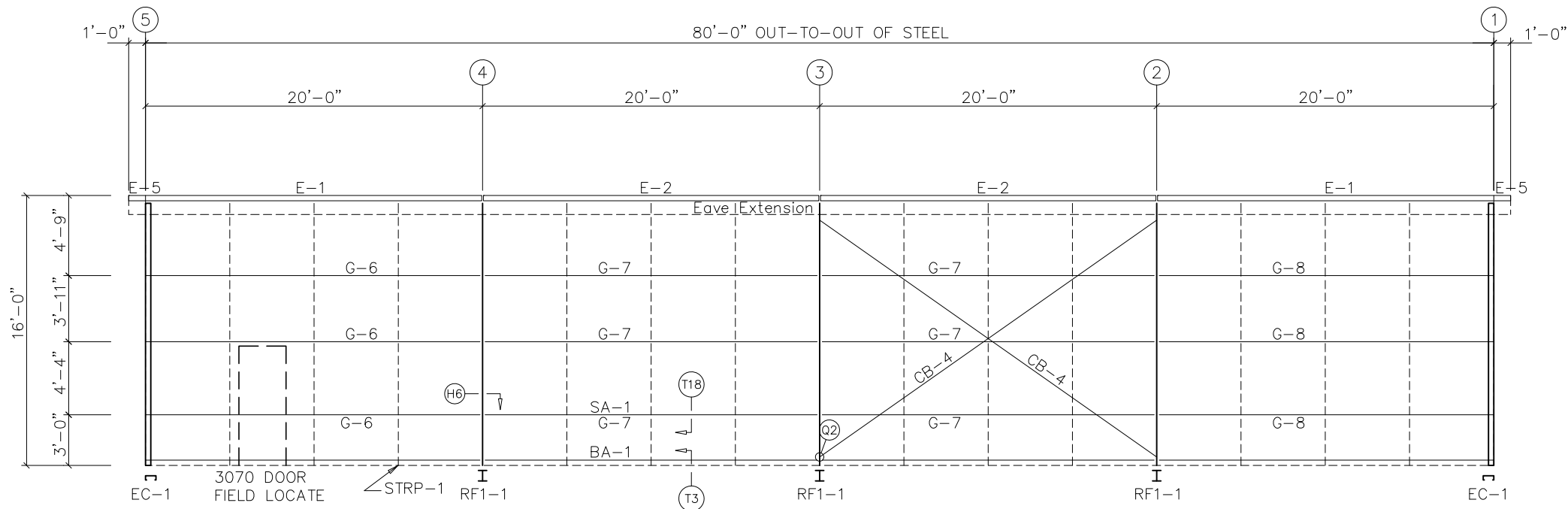
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ISSUE	DESCRIPTION	DATE	DRN.	CHK.	DES.
A	PERMIT	12/02/21	MRR	RCR	MRR

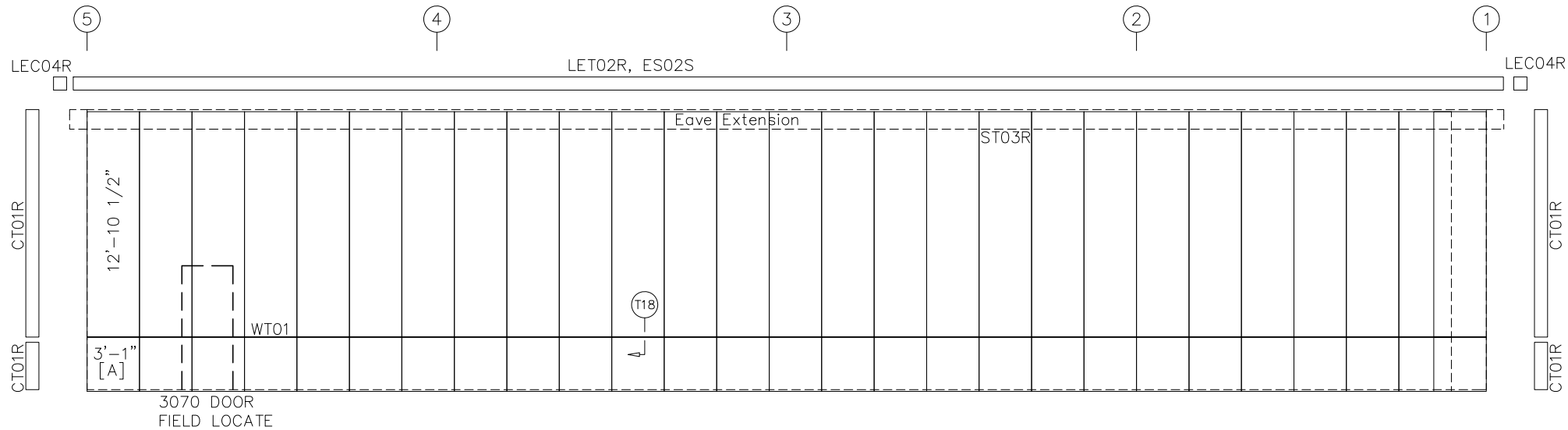
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DESCRIPTION	SIDEWALL FRAMING		
CUSTOMER	Tekton Custom Homes, LLC		
END USER	Bruce Peck		
END USE	Shop	BUILDING	A
STREET	201 2nd Ave.		
CITY ST ZIP	Severance, CO 80546		
SALES NO.	71792	JOB NO.	157132
SCALE	N.T.S.	DATE	12/6/21

MEMBER TABLE	
FRAME LINE D	
MARK	PART
E-1	L10ES14
E-2	L10ES14
E-5	L10ES14
G-6	8x25Z16
G-7	8x25Z16
G-8	8x25Z16
CB-4	CB0250



SIDEWALL FRAMING: FRAME LINE D



SIDEWALL SHEETING & TRIM: FRAME LINE D

26 Ga. PBR - S2000 Standard
[A] 26 Ga. PBR - S2000 Standard

FOR
PERMIT



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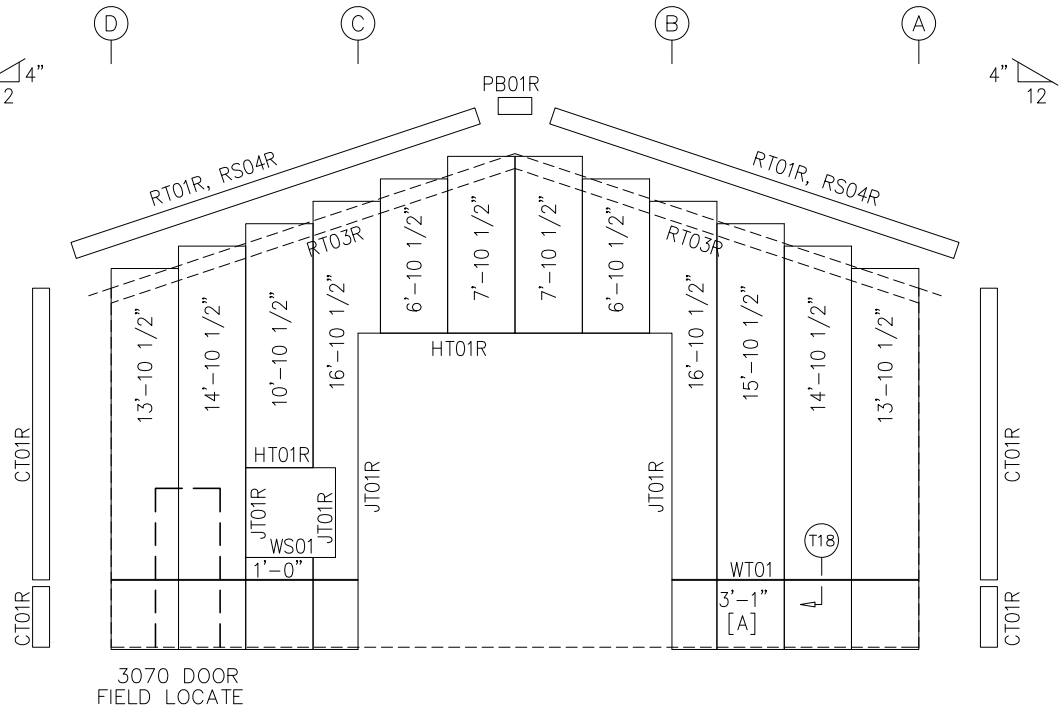
ISSUE	DESCRIPTION	DATE	DRN.	CHK.	DES.
A	PERMIT	12/02/21	MRR	RCR	MRR

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END USE	Shop	BUILDING	A
STREET	201 2nd Ave.		
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SALES NO.	71792	JOB NO.	157132
SCALE	N.T.S.	DATE	12/6/21

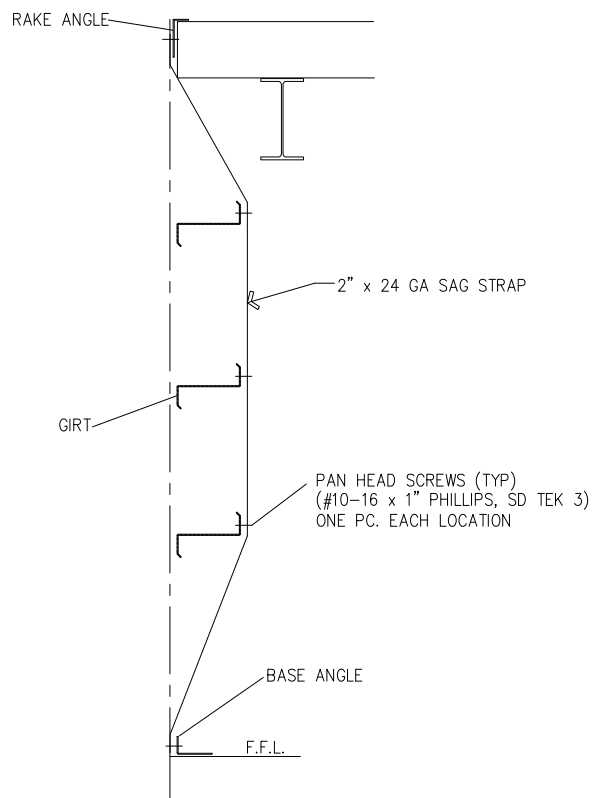
FLANGE BRACE TABLE		
FRAME LINE 1		
VID	MARK	LENGTH
1	FB1R	1'-6"

MEMBER TABLE	
FRAME LINE 1	PART
EB-2	W10x12
EC-1	8x35C16
EC-2*	10x35C14
EC-3	10x35C14
EC-4	8x35C16
ER-1	W8x10
DJ-1	8x25C16
DH-1	8x25C16
DH-2	10x25C16
DS-1	8x25C16
G-1	8x25Z16
G-2	8x25Z16
G-3	8x25Z16
G-4	8x25Z16
G-5	8x25Z16
CB-1	CB0250
CB-2	CB0250
CB-3	CB0250



ENDWALL SHEETING & TRIM: FRAME LINE 1

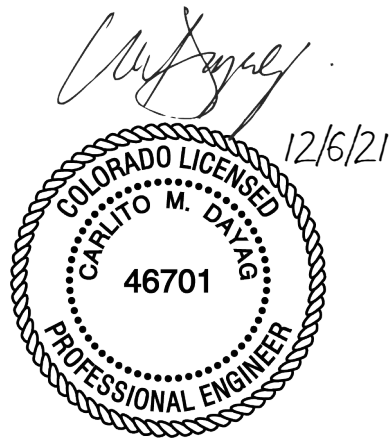
PANELS: 26 Ga. PBR – S2000 Standard
[A] PANELS: 26 Ga. PBR – S2000 Standard



TYP. ROD/CABLE BRACING
DETAIL THRU GIRT

TYP. SAG STRAP DETAIL
AT ENDWALL

FOR
PERMIT



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ISSUE	DESCRIPTION	DATE	DRN.	CHK.	DES.
A	PERMIT	12/02/21	MRR	RCR	MRR



18933 Aldine Westfield
Houston, Tx. 77073
Phone : (281) 443-9065
Fax : (281) 443-9064

DESCRIPTION		ENDWALL FRAMING	
CUSTOMER		Tekton Custom Homes, LLC	
END USER		Bruce Peck	
END USE		Shop	A
STREET		201 2nd Ave.	
CITY ST ZIP		Severance, CO 80546	
SALES NO.	JOB NO.	SCALE	DWG. NO.
71792	157132	N.T.S.	

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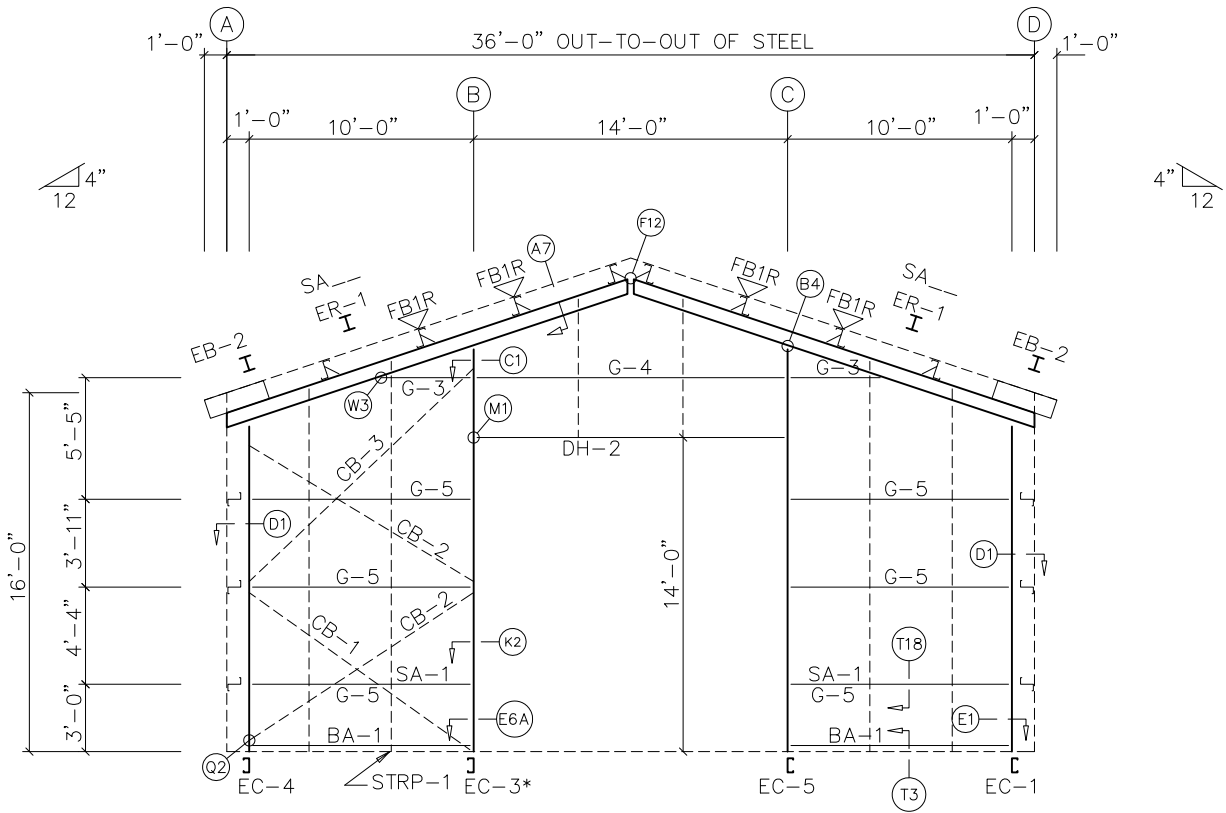
Page 23 of 14

NOTE:
FIELD CUT PANEL TO SUIT ROOF SLOPE:

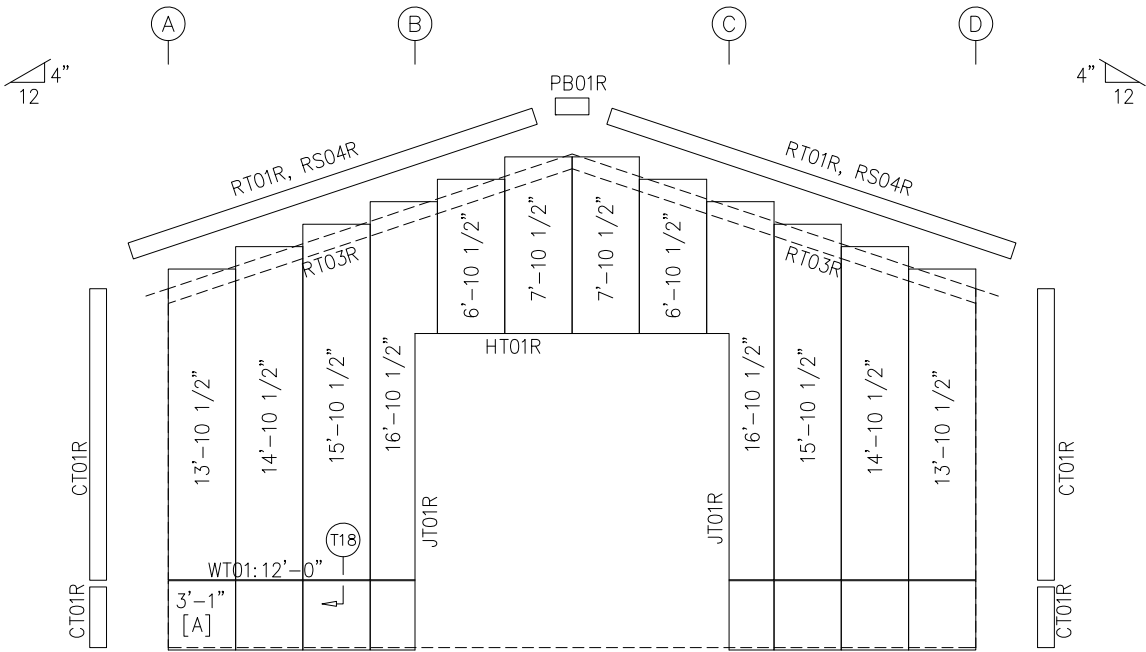
BOLT TABLE				
FRAME LINE 5				
LOCATION	QUAN	TYPE	DIA	LENGTH
ER-1/ER-1	8	A325	5/8"	1 3/4"
Columns/Raf	4	A325	1/2"	1 1/4"

FLANGE BRACE TABLE		
FRAME LINE 5		
VID	MARK	LENGTH
1	FB1R	1'-6"

MEMBER TABLE		
FRAME LINE 5		
MARK	PART	
EB-2	W10x12	
EC-1	8x35C16	
EC-4	8x35C16	
EC-3*	10x35C14	
EC-5	10x35C14	
ER-1	W8x10	
DH-2	10x25C16	
G-3	8x25Z16	
G-4	8x25Z16	
G-5	8x25Z16	
CB-1	CB0250	
CB-2	CB0250	
CB-3	CB0250	



ENDWALL FRAMING: FRAME LINE 5



ENDWALL SHEETING & TRIM: FRAME LINE 5

PANELS: 26 Ga. PBR – S2000 Standard
[A] PANELS: 26 Ga. PBR – S2000 Standard

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NOTE:
FIELD CUT PANEL TO SUIT ROOF SLOPE:

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DESCRIPTION	ENDWALL FRAMING		
CUSTOMER	Tekton Custom Homes, LLC		
END USER	Bruce Peck		
END USE	Shop	BUILDING	A
STREET	201 2nd Ave.		
CITY ST ZIP	Severance, CO 80546		
SALES NO.	71792	JOB NO.	157132
SCALE	N.T.S.	DATE	12/6/21

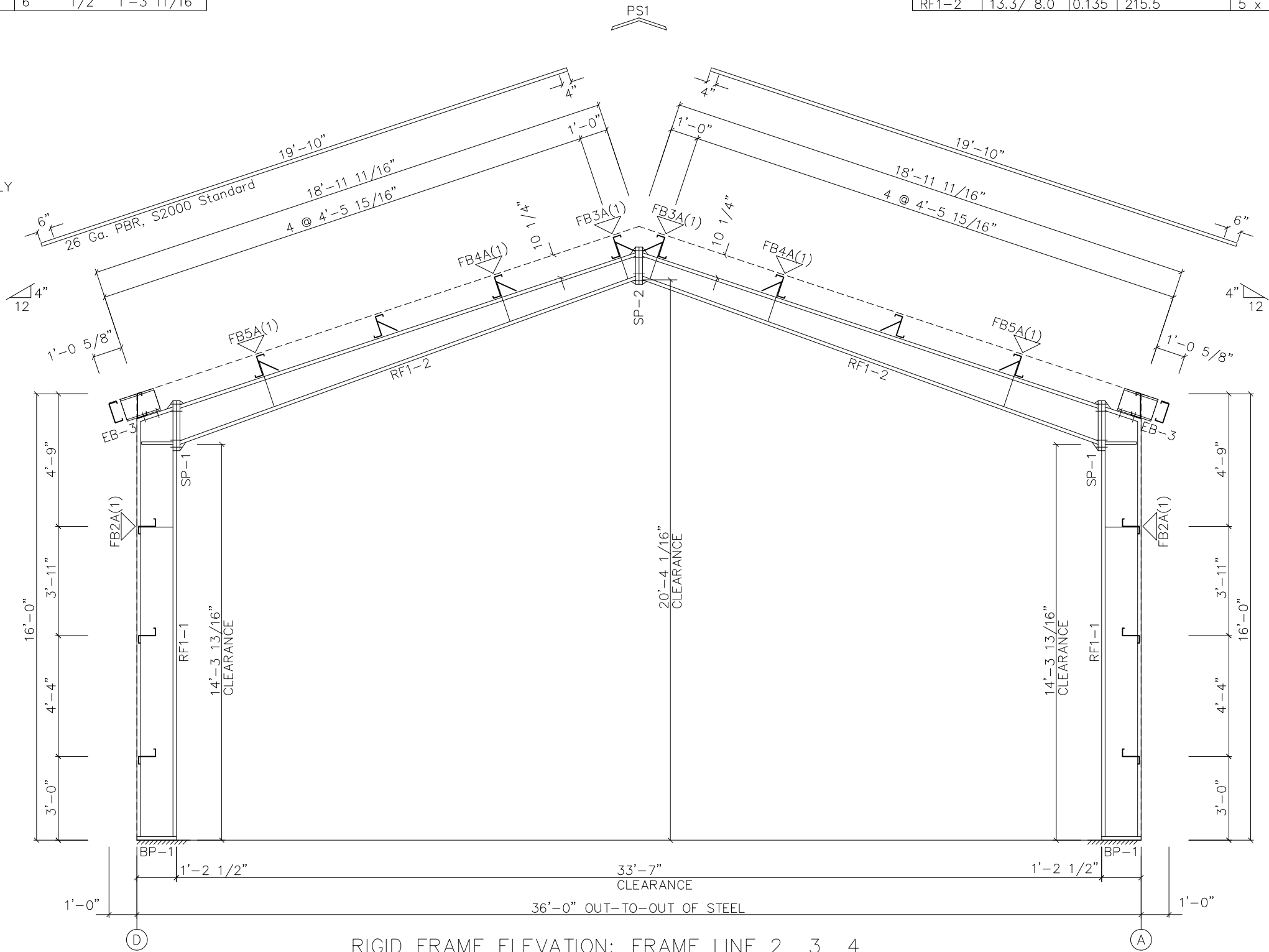
SPLICE PLATE & BOLT TABLE										
Mark	Qty	Top	Bot	Int	Type	Dia	Length	Width	Thick	Length
SP-1	4	4	0		A325	0.625	2.00	6"	1/2"	1'-9 1/4"
SP-2	4	4	0		A325	0.625	2.00	6"	1/2"	1'-3 11/16"

STIFFENER TABLE					
Mark	Stiff	Mark	Plate Size		
			Width	Thick	Length
RF1-1	St-	1	2.410	0.313	13.50

BASE PLATE TABLE					
Col	Plate Size				
Mark	Width	Thick	Length		
BP-1	8"	1/2"	1'-3"		

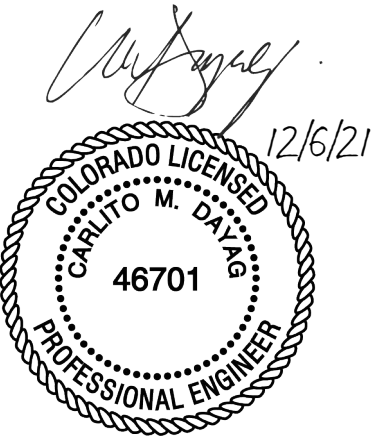
FBXXA(1)=FLANGE BRACE AT ONE SIDE ONLY
FBXXA(2)=FLANGE BRACE AT BOTH SIDES
A - L2x2x14

MEMBER TABLE						
Mark	Web	Depth	Web Plate		Outside Flange	
	Start/End	Thick	Length	Thick	W x Thk x Length	Inside Flange
RF1-1	14.0/14.0	0.135	167.7		5 x 1/4" x 180.4	5 x 1/4" x 167.7
	14.0/14.0	0.188	17.4		6 x 1/4" x 14.9	
RF1-2	13.3/ 8.0	0.135	215.5		5 x 1/4" x 211.0	5 x 1/4" x 212.8



RIGID FRAME ELEVATION: FRAME LINE 2 3 4

FOR
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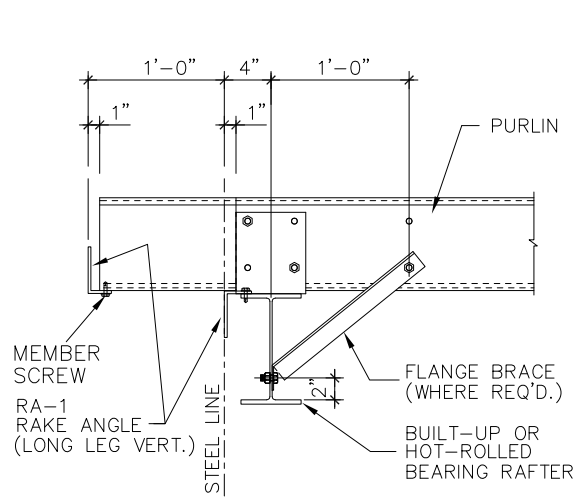
GENERAL NOTES:

- CONSTRUCTION NOTES FOR THE RIGID FRAMES.
1. ALL PRIMARY STRUCTURAL STEEL SHALL BE FABRICATED FROM 50 OR 55 KSI STEEL.
 2. ALL FIELD CONNECTIONS OF PRIMARY FRAMING MEMBERS SHALL BE BOLTED.
 3. ALL FIELD CONNECTIONS OF SECONDARY FRAMING SHALL BE BOLTED WITH A307 MACHINE BOLTS.
 4. WELDING PROCESSES USED BY MANUFACTURER ARE IN ACCORDANCE WITH SEC. 1.3 OF AWS D 1.1.
 5. A325 High Strength bolt shall be tightened with one washer. Refer to General Notes 1.5 and 1.6 on cover sheet for tightening methods and installation inspections.

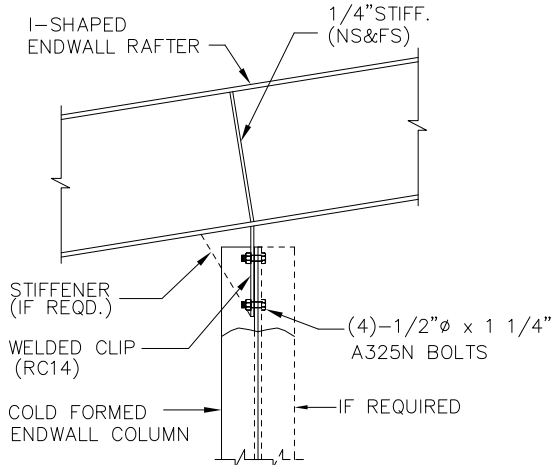
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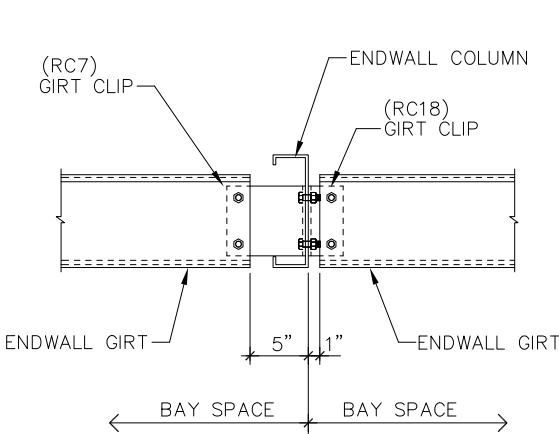
DESCRIPTION	RIGID FRAME ELEVATION		
CUSTOMER	Tekton Custom Homes, LLC		
END USER	Bruce Peck		
END USE	Shop	BUILDING	A
STREET	201 2nd Ave.		
CITY ST ZIP	Severance, CO 80546		
SALES NO.	DWG. NO.	SCALE	DATE
71792	157132	N.T.S.	Page 25 of 141



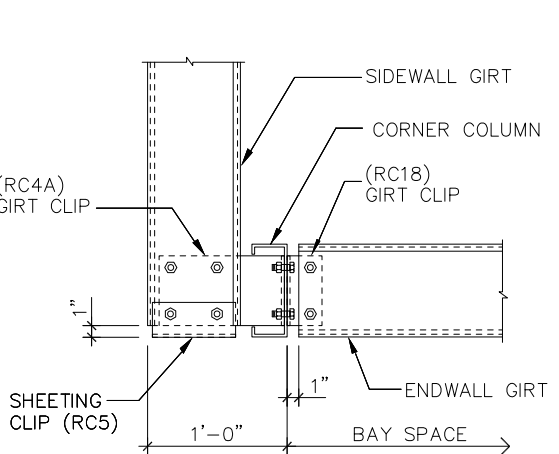
A7 **BEARING FRAME TO FLUSH ENDWALL**
ALL BOLTS ARE 1/2"Ø x 1" A307 U.N.



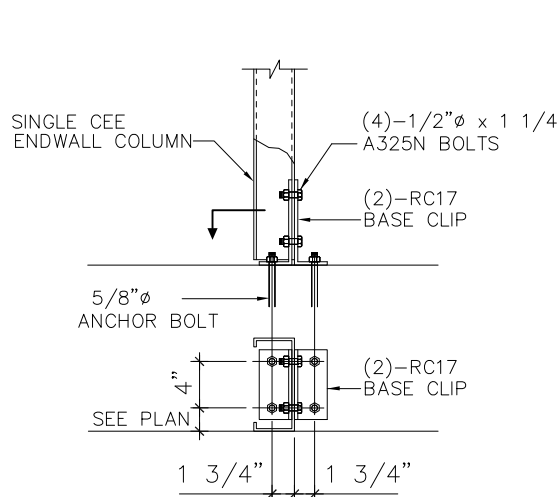
B4 **ENDWALL RAFTER TO COLUMN**
ALL BOLTS AS NOTED



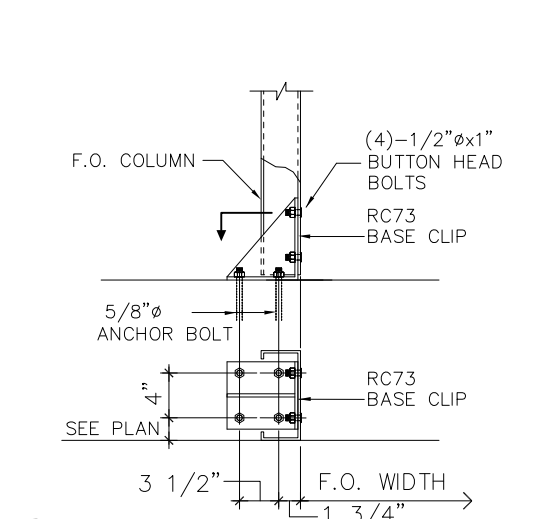
C1 **ENDWALL COLUMN TO WALL GIRT**
ALL BOLTS ARE 1/2"Ø x 1" A307 U.N.



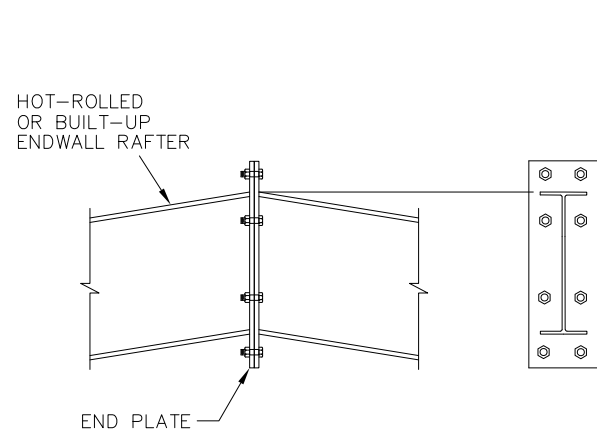
D1 **SINGLE CEE CORNER COLUMN**
ALL BOLTS ARE 1/2"Ø x 1" A307 U.N.



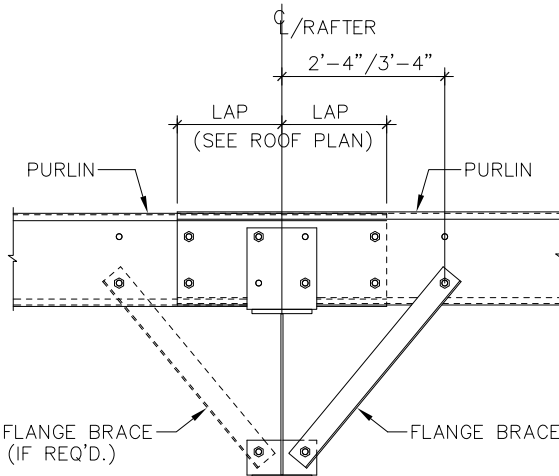
E1 **ENDWALL COLUMN BASE DETAIL**
ALL BOLTS AS NOTED



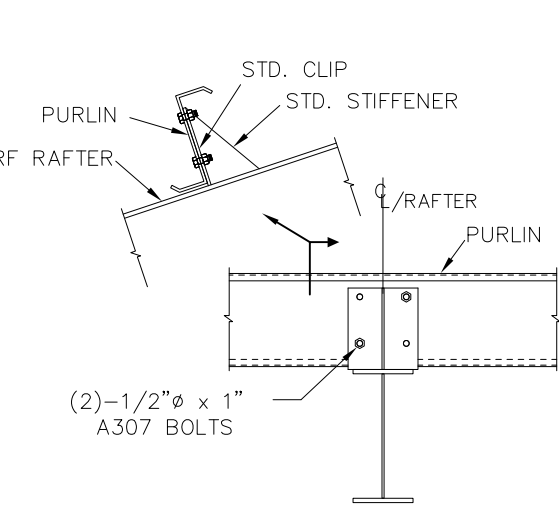
E6A **"FO" COLUMN BASE DETAIL**
WITH BOLTED BASE CLIP



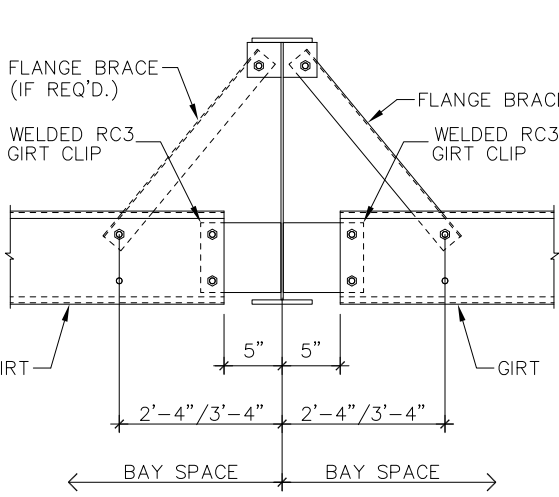
F12 **RAFTER SPLICE ALONG SURFACE**
HOT-ROLLED OR BUILT-UP RAFTER
SEE ENDWALL FRAMING ELEV. FOR BOLT DIA AND TYPE.



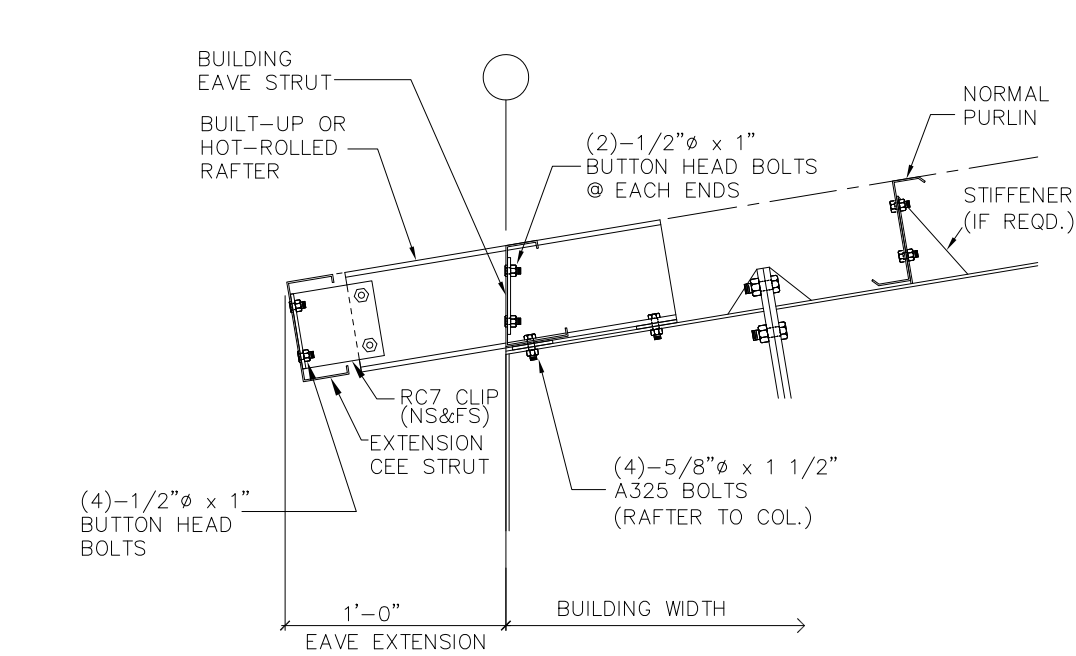
G2 **BY-PASS PURLIN TO RAFTER DETAIL**
ALL BOLTS ARE 1/2"Ø x 1" A307 U.N.



G11 **TYP. STIFFENED PURLIN CLIP DETAIL**
FOR 4:12 ROOF SLOPE OR GREATER

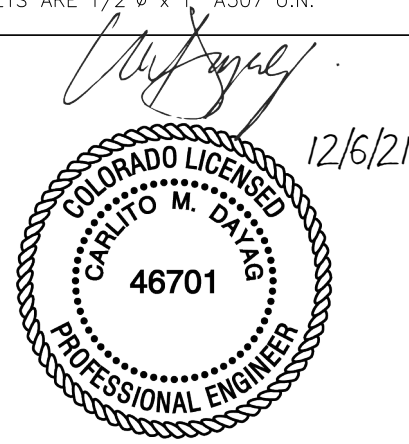


H6 **FLUSH WALL GIRT TO RF COLUMN**
ALL BOLTS ARE 1/2"Ø x 1" A307 U.N.



- **BUILT-UP/HOT-ROLLED EAVE EXTENSION DETAIL**
ALL BOLTS ARE 1/2"Ø x 1" A307 U.N.

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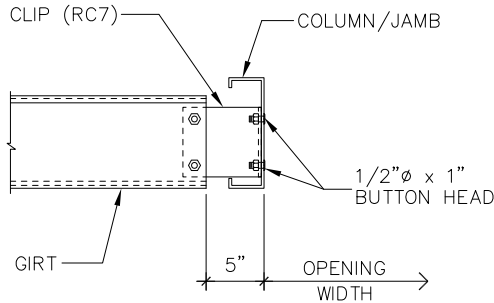


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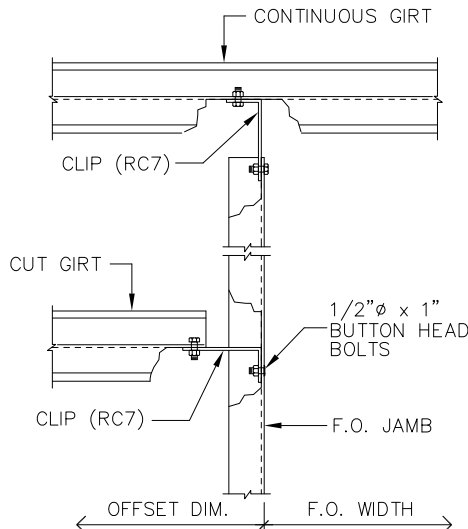
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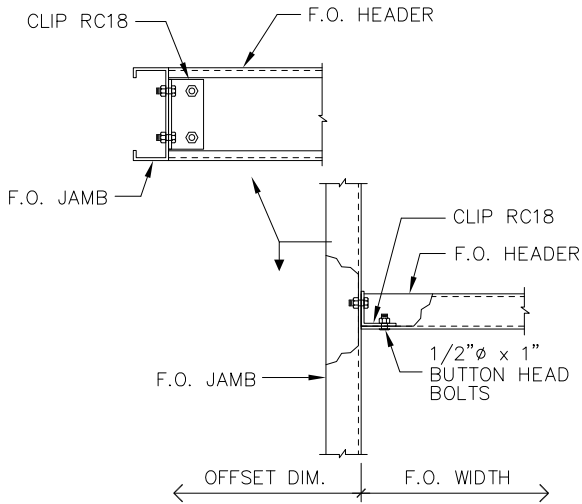
DESCRIPTION	DETAIL DRAWINGS
CUSTOMER	Tekton Custom Homes, LLC
END USER	Bruce Peck
END USE	Shop
STREET	201 2nd Ave.
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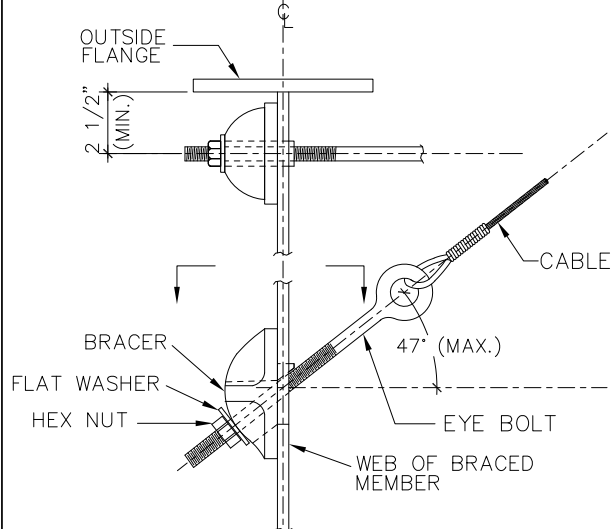
K2 **GIRT TO FRAMED OPENING JAMB**
ALL BOLTS ARE 1/2"Ø x 1" A307 U.N.



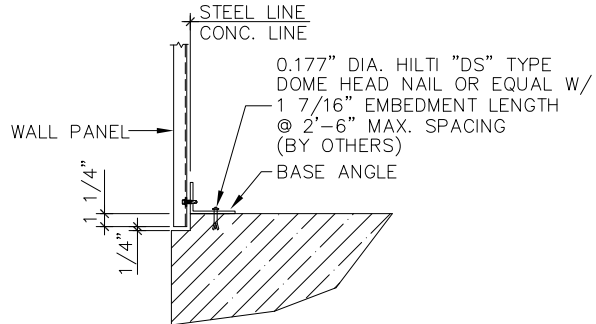
L6 **F.O. JAMB TO GIRT**
ALL BOLTS ARE 1/2"Ø x 1" A307 U.N.



M1 **F.O. HEADER TO F.O. JAMB**
ALL BOLTS ARE 1/2"Ø x 1" A307 U.N.

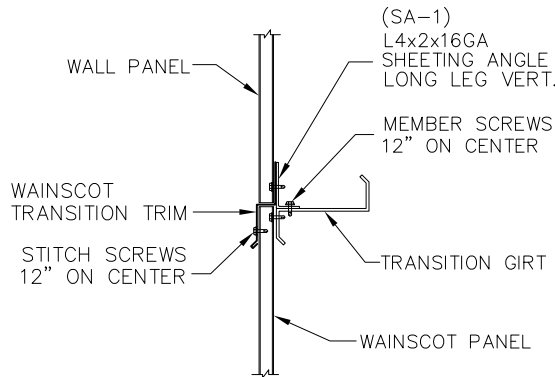


Q2 **CABLE BRACE CONNECTION DETAIL**

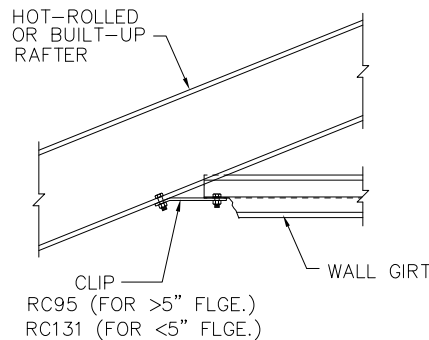


NOTE:
METAL WALL SHEETS SHALL BE SET 1/4" ABOVE CONC. NOTCH. METAL SHEETS SHOULD NOT TOUCH THE CONC. NOTCH, WHICH WOULD VOID THE WARRANTY.

T3 **SECTION THRU WALL PANEL AND CONCRETE FOUNDATION**

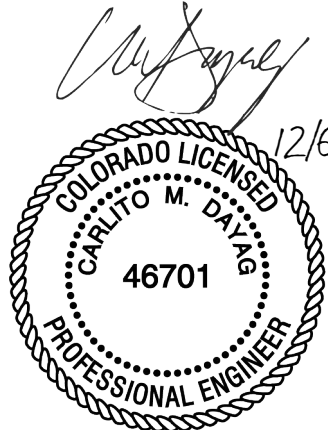


T18 **WAINSCOT TRANSITION DETAIL**



W3 **ENDWALL GIRT TO RAFTER CONECTION**
ALL BOLTS ARE 1/2"Ø x 1" A307 BOLTS

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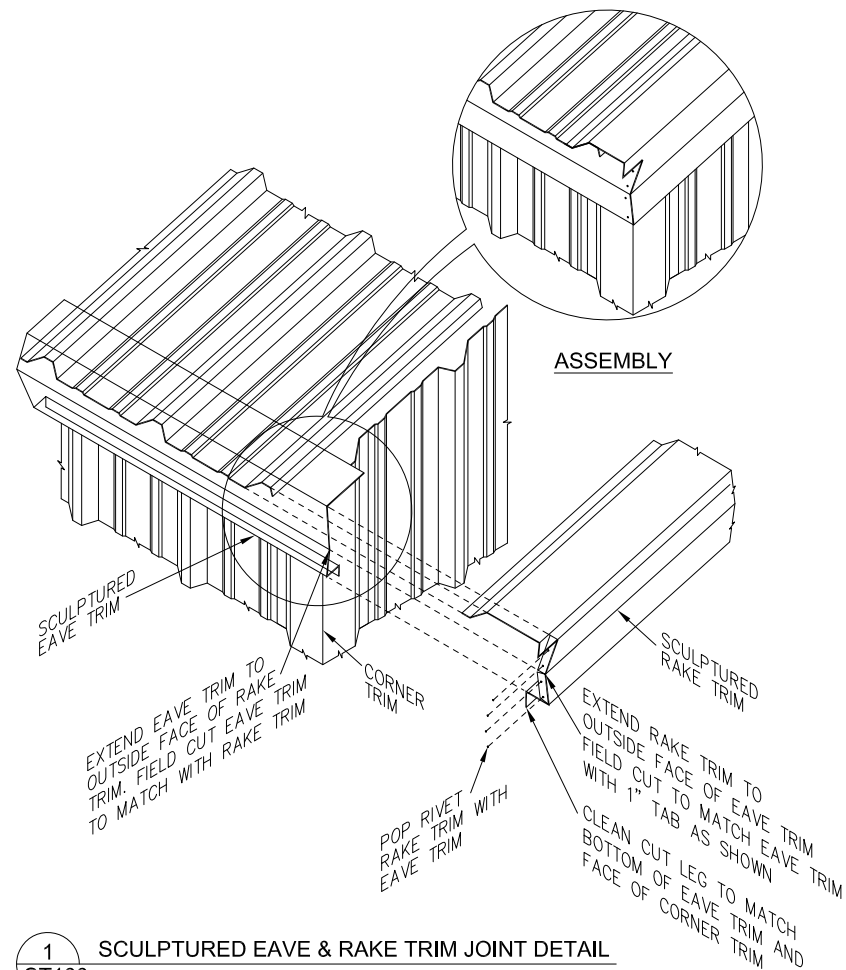
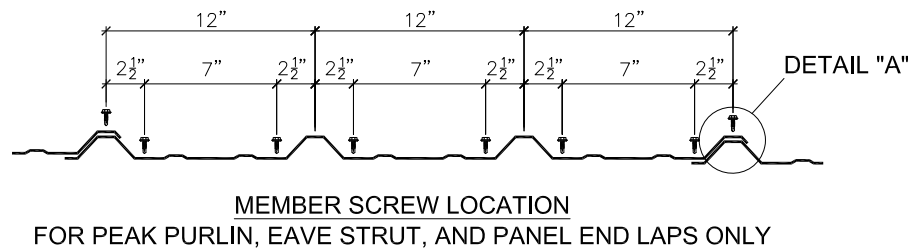
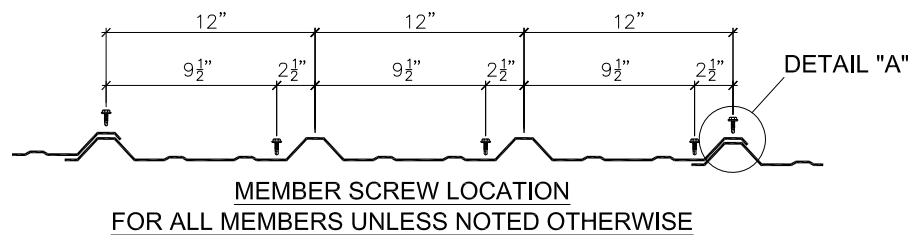
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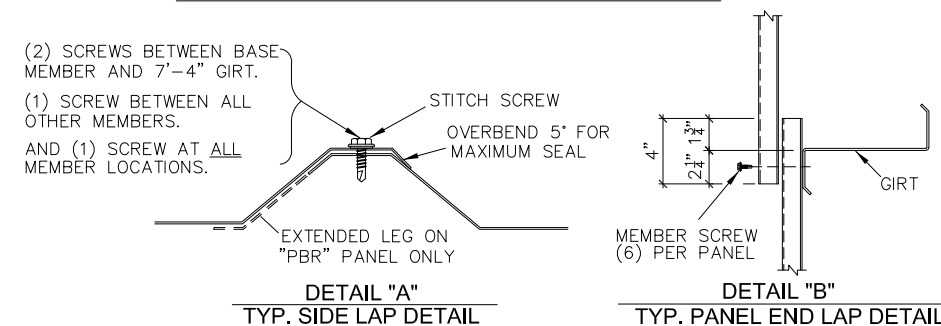
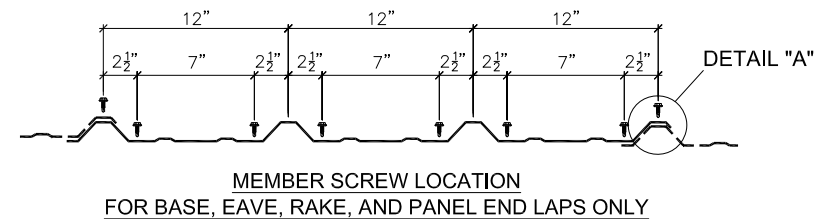
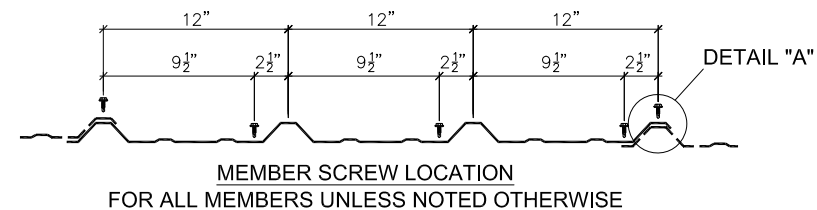


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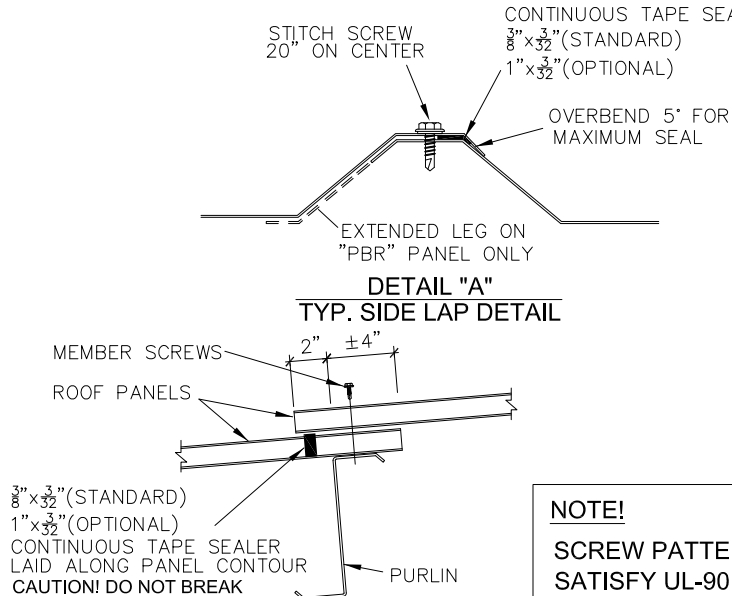
DESCRIPTION	DETAIL DRAWINGS
CUSTOMER	Tekton Custom Homes, LLC
END USER	Bruce Peck
END USE	Shop
STREET	201 2nd Ave.
CITY ST ZIP	Severance, CO 80546
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1 SCULPTURED EAVE & RAKE TRIM JOINT DETAIL
ST100 WITH "R" AND "PBR" ROOF PANEL

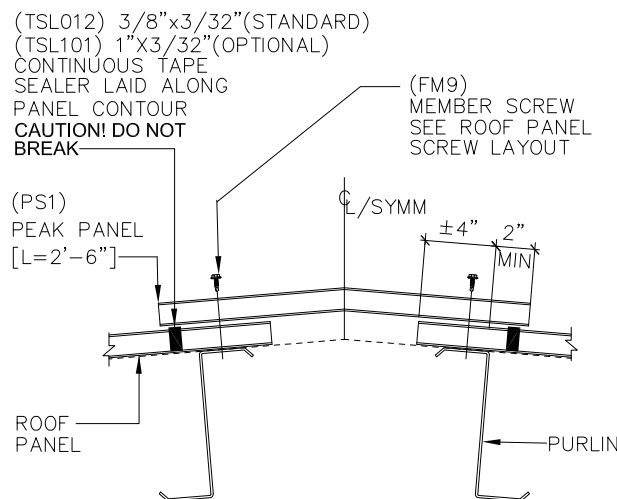


1 "R" and "PBR" WALL PANEL SCREW LAYOUT
ST03



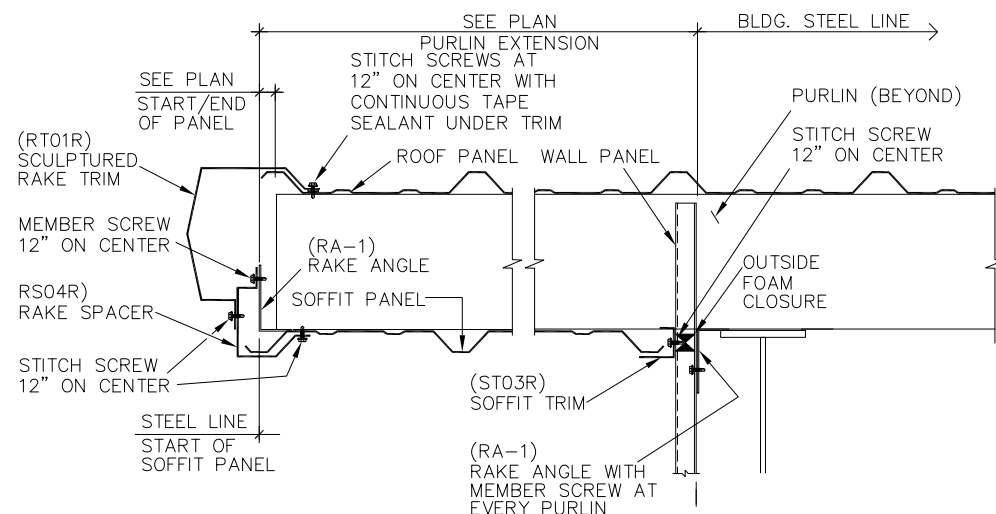
1 "R" and "PBR" ROOF PANEL SCREW LAYOUT
ST01

NOTE!
SCREW PATTERNS SHOWN,
SATISFY UL-90 REQUIREMENT
FOR ROOF.



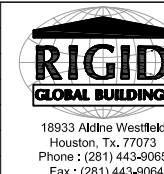
1 DETAIL PEAK w/ "PBR" ROOF
ST52

FOR PERMIT

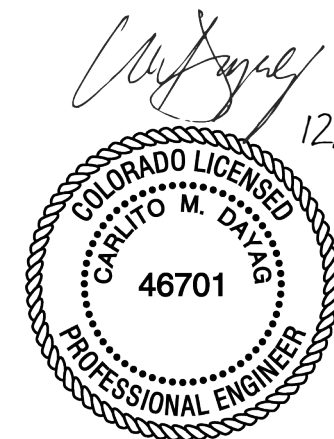


2 SCULPTURED RAKE DETAIL WITH PURLIN
EXTENSION CANOPY WITH SOFFIT
ST63 "R" AND "PBR" ROOF PANEL

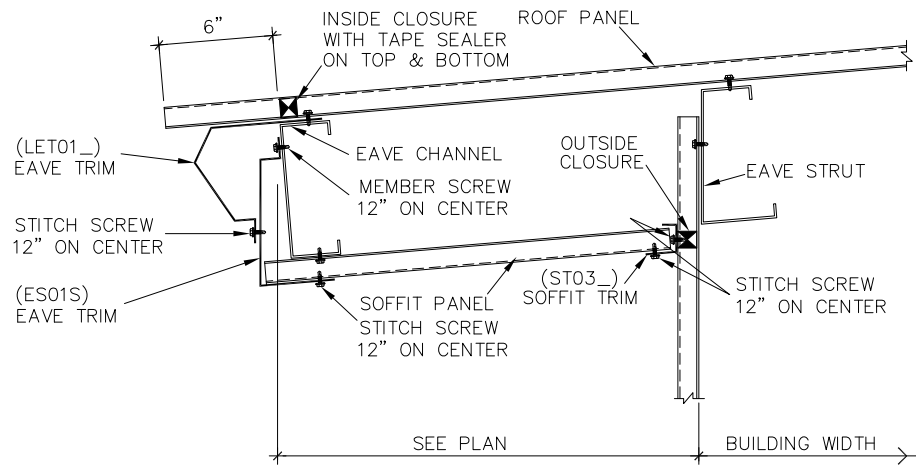
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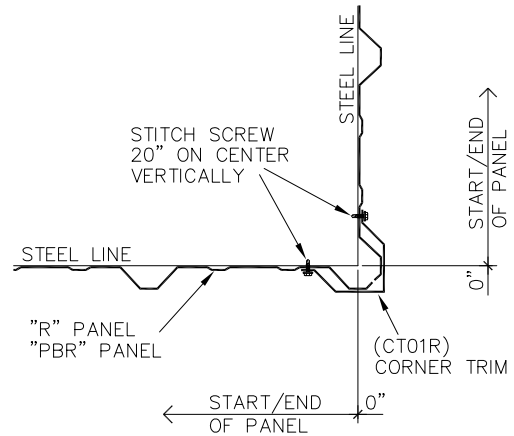
DESCRIPTION	DETAIL DRAWINGS
CUSTOMER	Tekton Custom Homes, LLC
END USER	Bruce Peck
END USE	Shop BUILDING A
STREET	201 2nd Ave.
CITY ST ZIP	Severance, CO 80546
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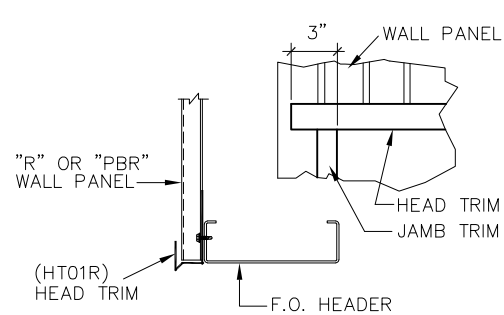
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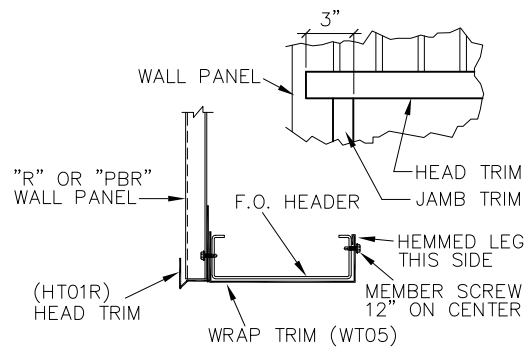
EAVE CANOPY/EXTENSION DETAIL
SCULPTURED EAVE TRIM WITH SOFFIT PANEL



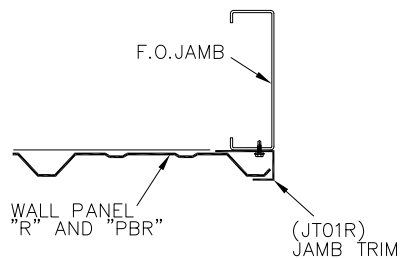
OUTSIDE CORNER DETAIL
ON MODULE



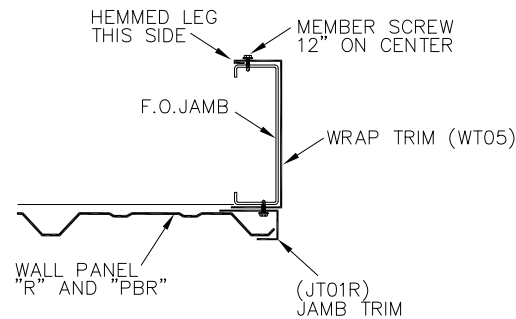
F.O. HEADER TRIM DETAIL



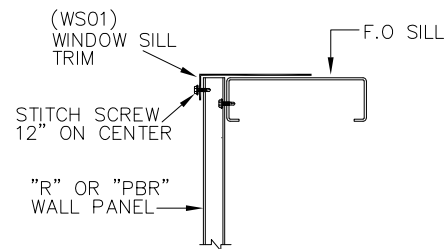
F.O. HEADER TRIM DETAIL
WITH WRAP TRIM
(AT OVERHEAD DOOR)



F.O. JAMB TRIM DETAIL

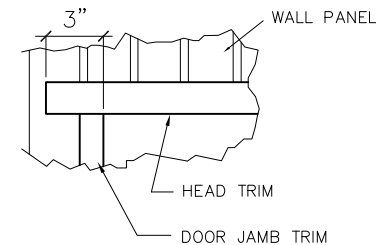


F.O. JAMB TRIM DETAIL

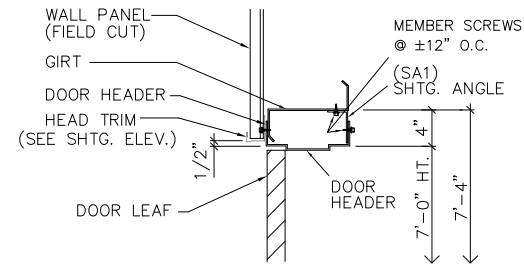


F.O. SILL TRIM DETAIL
FOR GLASS

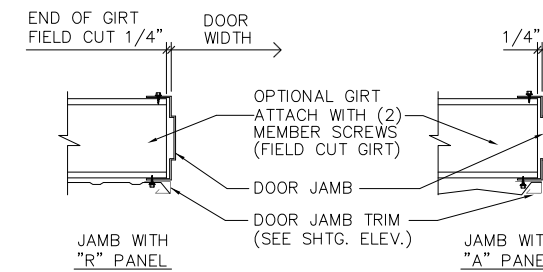
NOTES:
1. FOR 3070, 4070, 6070 WALK DOORS ONLY
2. ALL DOORS ARE FIELD LOCATED UNLESS SHOWN IN A.B. PLAN
3. * - DIMENSION VARIES. SEE WALL ELEVATION IF REQUIRED.



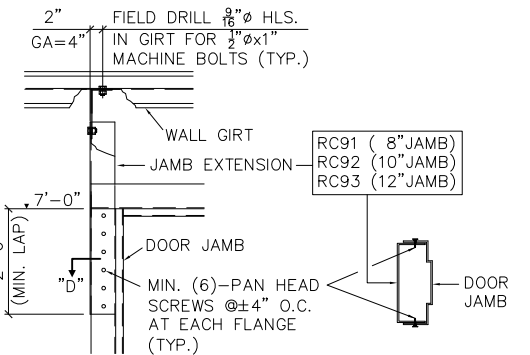
HEAD/JAMB TRIMS CORNER DETAIL



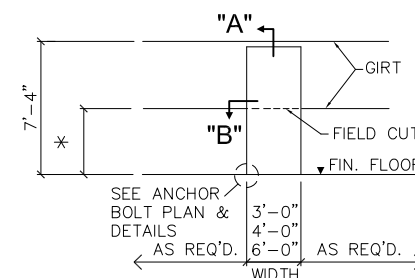
SECTION "A"



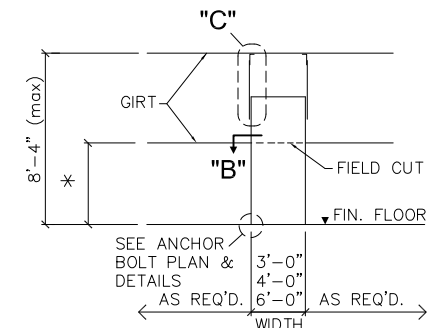
SECTION "B"



DETAIL "C"



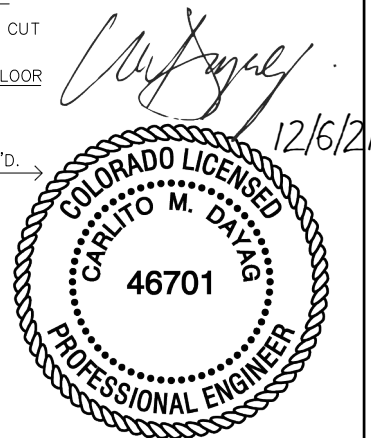
1
AC09 TYPICAL WALK DOOR DETAIL



FOR
PERMIT

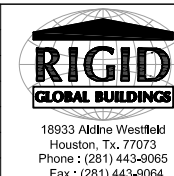
INSTALLATION PROCEDURE

1. Place head section and jambs on flat surface (floor) with door side up. Install bolts and nuts connecting head to jambs. Be sure that head is tight to jambs so that the proper door opening is obtained.
2. Install door leaf in frame, check for 1/8" clearance at head and 3/32" clearance at striker jamb.
3. Tilt up the entire assembly and anchor hinge jamb to floor. Plumb hinge jamb and assembly. Field cut girts if required.
4. Anchor head and striker jamb to building structure, floor and entire frame to panel skins (field cut). Install optional threshold anchor if desired. Install jamb extensions (if req'd).
5. Install lockset. Install (optional) weatherstrip, head member first. Adjust so that vinyl just contacts door when in the closed position. Do not force vinyl against door as this will interfere with the latching and will not improve the weather seal.
6. Refer also to Door Manufacturer Installation Manual for more details.



SEALING OF THIS DRAWING DOES NOT IMPLY OR CONSTITUTE THAT RIGID GLOBAL ENGINEER IS THE ENGINEER OF RECORD OR THE DESIGN PROFESSIONAL FOR THIS PROJECT. ONLY THE DESIGN OF THE METAL BUILDING SYSTEM AS FURNISHED BY RIGID IS INCLUDED. FOUNDATION ANALYSIS, ELECTRICAL, AND MECHANICAL SYSTEMS, AND/OR OTHER PARTS SUPPLIED BY ANYONE OTHER THAN RIGID ARE SPECIFICALLY EXCLUDED. NO INSPECTION OR SUPERVISION IS IMPLIED.

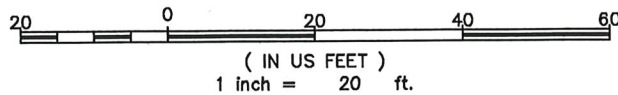
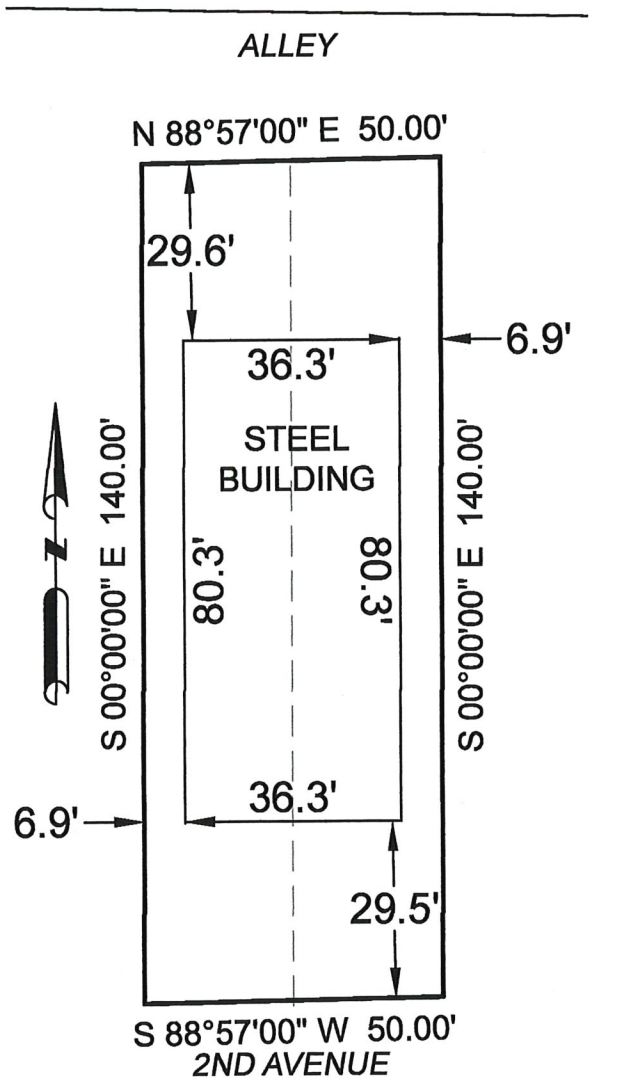
ISSUE	DESCRIPTION	DATE	DRN.	CHK.	DES.
A	PERMIT	12/02/21	MRR	RCR	MRR



DESCRIPTION	DETAIL DRAWINGS
CUSTOMER	Tekton Custom Homes, LLC
END USER	Bruce Peck
END USE	Shop BUILDING A
STREET	201 2nd Ave.
CITY ST ZIP	Severance, CO 80546
SALES NO.	71792
JOB NO.	157132
SCALE	N.T.S.
DATE	12/6/21

BUILDER:
TEKTON CUSTOM HOMES, LLC
1635 FOXTAIL DRIVE
LOVELAND, CO 80538

LOT=7,000 +/-
SQUARE FOOTAGE



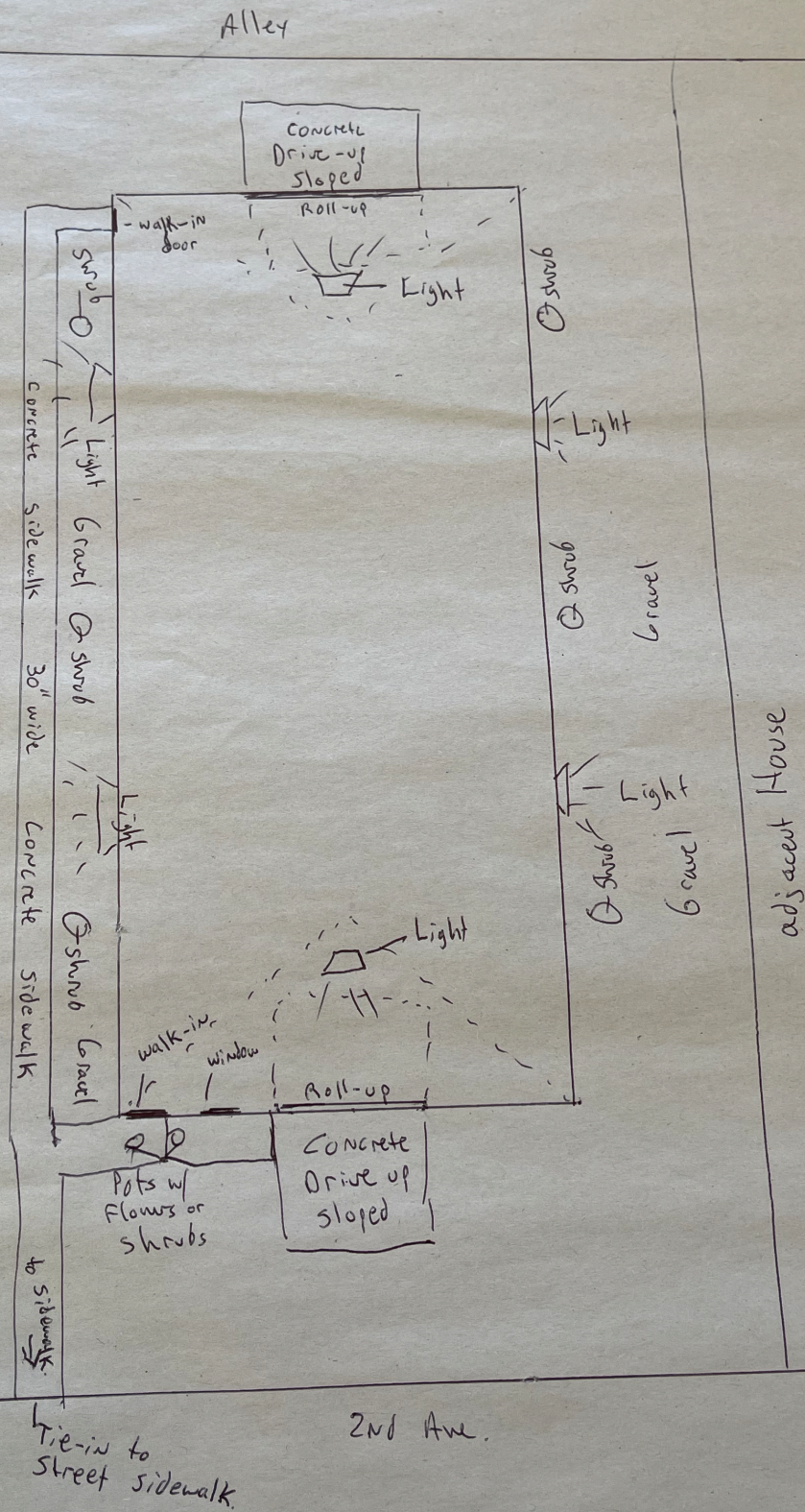
SITE PLAN
NSW 201 2ND AVENUE
LOT 5 & 6 BLOCK 3
TOWN OF SEVEREANCE
WELD COUNTY, COLORADO

SCALE: 1" = 20'	CDS Engineering Corporation 165 2nd ST SW LOVELAND, COLORADO 80538 (970) 667-8010	TEKTON CUSTOM HOMES, LLC	PROJECT NO. P21-1272
DATE: 01/10/2022			DRAWING NO.
DRAWN: sdw			REVISION NO.
CHECKED: saw			SHEET 1 OF 1

03-B-22
 Peck
 2nd Ave Severance, CO

Not to scale

1.) Not shown.
 Awning over Front
 Walk-in door and
 window.



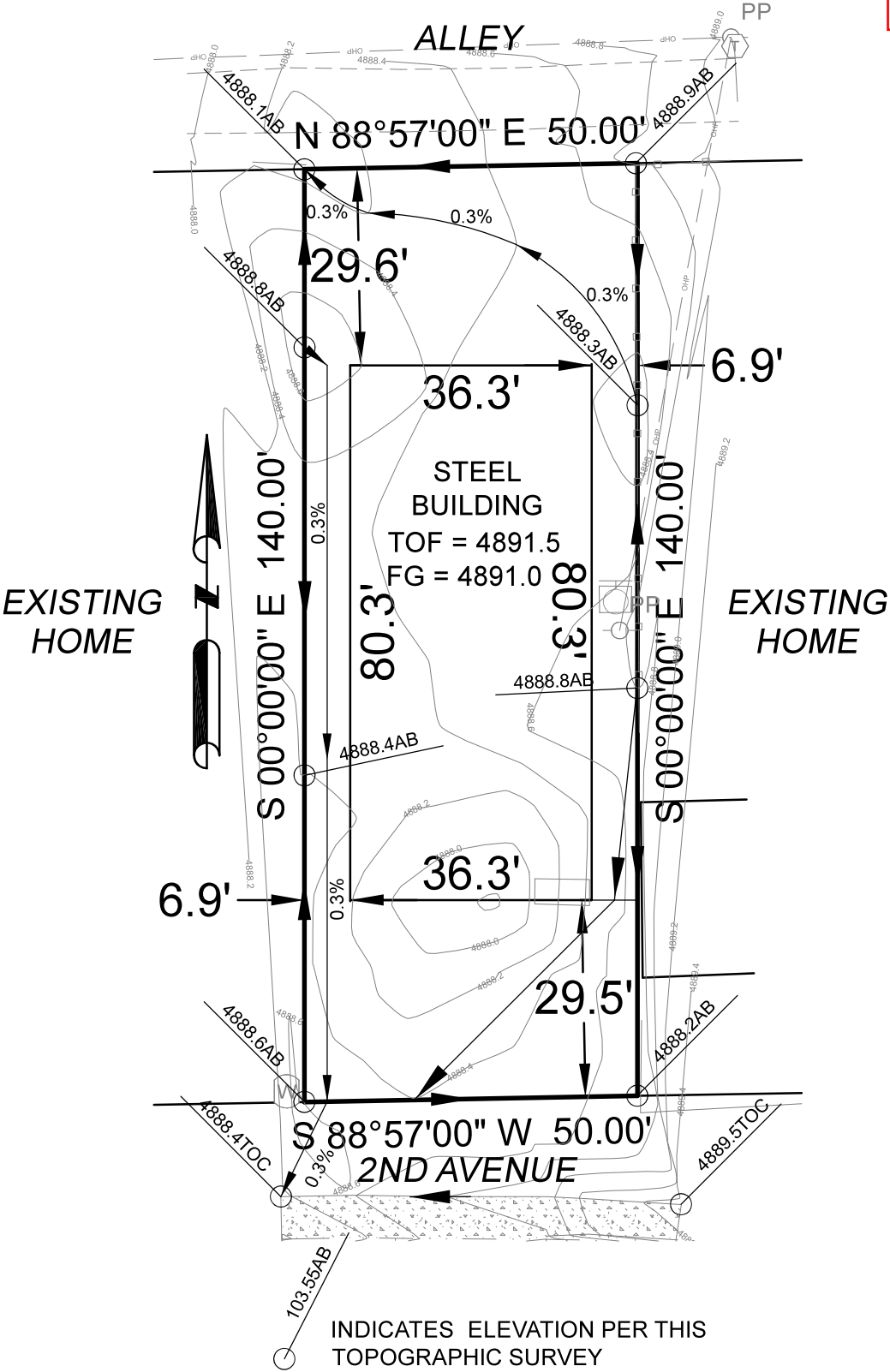
BUILDER:
TEKTON CUSTOM HOMES, LLC
1635 FOXTAIL DRIVE
LOVELAND, CO 80538

LOT=7,000 +/-
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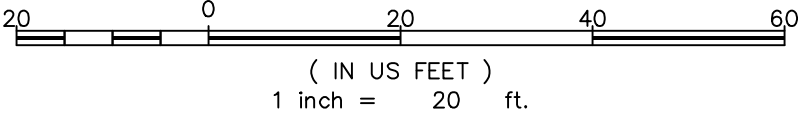
GUTTER DOWNSPOUTS TO BE
INSTALLED DIRECTED SOUTH ON
THE SOUTH SIDE OF BUILDING AND
NORTH ON THE NORTH SIDE OF
BUILDING

TOWN OF SEVERANCE
DEVELOPMENT REVIEW
Submittal Type: Modified Site Plan
Submittal No: 5
Project Name: 121 W. 2nd Avenue
Project No: 0042.0021.00
Reviewed By: AKM/CEM
Review Date: May 11, 2022

No Comments



BERMS MAY BE REQUIRED WITH THE
DRAINAGE SWALE(S) TO KEEP
STORMWATER ON THE SUBJECT
PROPERTY AND TO PROVIDE
DRAINAGE TO ALLY AND 2ND AVENUE



SITE PLAN
121 2ND AVENUE
LOT 5 & 6 BLOCK 3
TOWN OF SEVERANCE
WELD COUNTY, COLORADO

SCALE: 1" = 20'		CDS Engineering Corporation 165 2nd ST SW LOVELAND, COLORADO 80538 (970) 667-8010	TEKTON CUSTOM HOMES, LLC	PROJECT NO. P21-1272	
DATE: 05/10/2022				DRAWING NO.	
				REVISION NO. 4	
DRAWN: sdw	CHECKED: saw			SHEET 1	OF 1

Bruce Peck
429 Whitney Harbor
Windsor, CO 80550
brucepeckjr@yahoo.com
808-256-8480

01/25/2022

Lighting Plan for NSN 2nd Ave Severance, CO Building Project

Severance Town Board and Planners,

My lighting plan for my project at NSN 2nd Ave is as follows:

1 over-rollup door mounted LED flood/security light mounted over the front and rear roll-ups facing 2nd Ave and the alleyway behind.

2 LED flood/security lights mounted high toward the roof line on each side of the building not facing the road or alley.

Interior lighting installed TBD

All lights on switch or smart controls.

Thank you,



Bruce Peck

Bruce Peck
429 Whitney Harbor
Windsor, CO 80550
808-256-8480

03/12/2022

Additional information provided on request for project submittal:

Statement of intent: My objective is to build a high quality, aesthetically pleasing multi-use building on my lot on 2nd ave Severance. I have added features like an elevated foundation with one foot frost walls, instead of building directly on slab, three foot conforming color wainscot wrap around the entire building, an awning over the front walk-in door and window, and the remainder of the lot will be tastefully landscaped with mostly large washed gravel and some shrubs around the perimeter. I plan to use this building for personal garage/storage/multi use, workshop etc. I have designed it so it will be drive through from alley to street in the event we decide to put an RV or large camper, boat etc inside when not using it. I have also designed it with the possibility of converting it to some type of conforming commercial use in the future, or operating part of it for personal use and part for commercial use. I have owned that lot for 10 plus years and believe it will add value to the surrounding properties and my use will not in any way be a nuisance to the surrounding residents. In fact it will be a vast improvement to the empty lot as it sits now, growing over and not being utilized for anything.

1. The following are responses to the list of items sent by the town in regards to proper land use and conflicting prevention with adjacent properties:

- a. What sort of activities will be occurring on site? Personal vehicle and property storage, personal workshop (light auto maintenance, home projects etc) possibly a personal workout space- weights, exercise equipment etc no indoor sports courts etc will be installed or group sports etc.
- b. Will any noise be produced? Very little noise, and because I will not be there frequently, or using it at late/off hours the noise impact should be nil.
- c. Are deliveries expected and at what frequency? No deliveries expected, I will be using my personal residence for all mail and deliveries to me. I do not plan to use this address for mail, package delivery etc.
- d. Additionally, what is envisioned for the future "commercial use"? Possibly a business that needs a small storefront/office space and storage for product, engineering work, etc.
- e. How many people are anticipated to work on-site? 2-3
- f. Will there be additional traffic resulting from the use? No. I will probably use the building infrequently. If any traffic it will be just myself and vehicle most of the time.
- g. How will parking be accommodated now and in future? Parking will be in the building or on the entrance to either roll up door, entirely on the property. There will be no need for street or off property parking.

2. I believe the design, materials, and colors of this building and the landscaping will complement the adjacent homes and be an improvement to the existing structures located adjacent and across the alley and street from my project.

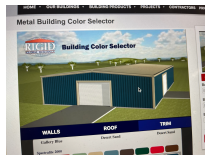
3 and 4. The following are the material type and colors. The Wainscoting will wrap around the entire building.

Walls/Trim: Steel panel Gallery Blue

Roof and Wainscot: Steel panel Desert Sand

These can be seen on Rigid Global building's website:

<https://www.rigidbuilding.com/steel-buildings-product-info/spectralite-2000-color-chart/>



5. The building has large roll up doors centered and facing the street and alley. The front of the building (facing 2nd ave) also will have a walk in door and a window installed on the left front as you face the building. I will have an awning planned and installed over the door and window in order to give the entryway a more formal appearance.

6. I plan to put low water requirement shrubs along the length of the building on both sides. I will put two large pots with perennials during the warmer months around the front entry door. The remainder of the landscaping will be washed 3-4 inch rock fill in between the building and property line and between the sidewalk and building. irrigation will be manual or from non potable water supplied by a well currently located on the lot. See additional site plan info, attached.

7. Deliveries, personal parking etc will be done on the alley side of the building. I do not plan to do a paved driveway from the street or alley to the roll-up doors. I do plan to pour a concrete run-up inside the property line to meet upslope requirement from ground to slab level and to provide a smooth, aesthetic approach to the interior floor.

8. Off street parking- since I only plan to have one or two personal vehicles on location at any time parking will be either inside the building or on the lot on the approaches to the roll up doors.

9. Sidewalk on side of the building- see plot plan addition

10. Sidewalk added. see plot plan addition

11. Side setbacks- when I planned and contracted for this building I understood it would be approved as an allowed use with just a permit. I misinterpreted the setback requirements, believing this fell under the "accessory building" requirements. As a result I have already ordered a metal building package that is complete and being stored by the manufacturer. The dimensions of the build cannot be changed so I respectfully would ask for a variance from the current requirements. I am 6 inches too wide on each side of the plan.

12. Wall mounted lighting- Two light directional fixtures on each side and an overhead entry light over each roll-up door. Fixtures will be directional and will focus light downward and to the sides. I will use soft white light bulbs (3500k or less per recommendation) and select fixtures

that shield adjacent properties from direct light. Lighting will be smart control via an app and cell phone as well as switched inside the building. see site plan addition

13. Fencing- I don't currently have an established fencing plan but do plan to fence the perimeter of the lot with 6 foot side and 42 inch front and back black metal fencing. Will be vertical metal spaced fence rods with gap in between. Not privacy type fencing.

14. Grading- foundation height will be elevated at least two feet above corner heights in order to facilitate proper drainage to street gutters etc elevation numbers to be furnished.

15. Trash will be handled by local commercial vendor. I don't not anticipate much trash generation from the property. There will be no bins, dumpsters etc left outside the building at any time except removal days.

16. No utility or mechanical equipment will be on site. personal power tools, portable air compressor, etc about the extent of equipment.

17. Future commercial use- I am designing the building for possible future water/sewer hookups, etc and understand conversion to commercial use will require a new site plan and likely extensive addition etc to conform.



COMMUNITY DEVELOPMENT STAFF REPORT

Project Name: 121 W. 2nd Avenue Site Plan

Land Use Process: Site Plan

Public Hearing Dates : Planning Commission **June 15th**, and Town Council **July 12**

Report Date: 3.04.2022 Revised: 5.27.2022

Vicinity Map:



PUBLIC NOTIFICATION AND REFERRALS

Notice of the Planning Commission and Town Council public hearing was mailed to all property owners within 1000 feet of this proposed project.

A sign notifying the public that the property was under review for development was posted a minimum of 15 days ahead of the Planning Commission hearing.

The public hearing was also posted in the newspaper of record a minimum of 15 days ahead of the Planning Commission hearing.

Referral Agencies Involved

- ✓ Windsor-Severance Fire District
- ✓ United States Postal Service
- ✓ TDS Telecom
- ✓ Weld RE 4 School District
- ✓ XCEL
- ✓ PVREA
- ✓ Century Link
- ✓ Windsor Planning Department
- ✓ Colorado Department of Transportation
- ✓ SAFEBuilt
- ✓ State of Colorado DNR
- ✓ Great Western Trail Authority
- ✓ Clearview Library District
- ✓ Water Supply and Storage
- ✓ Northern Water
- ✓ Weld County Planning/Public Works
- ✓ North Weld County Water District
- ✓ Loup Reservoir
- ✓ Eaton Ditch
- ✓ Light Gig

Any and all referrals are located in the packet. The referral comments will be forwarded to the applicant as received and included in the packet materials for each hearing.

For any questions regarding comments or concerns with the project please contact Abdul Barzak, Town Planner at abarzak@townseverance.org or by phone at 970-686-1218.

NEIGHBOR COMMENTS

Please see Public Hearing Background and Summary section of this document.

PROJECT DESCRIPTION

Bruce Peck, owner of 121 W. 2nd Avenue has submitted a Special Use Review application to prepare for the development of a personal office/workshop. The 7,000 SF lot is currently vacant with proposed improvements including a 2,880 SF metal building, paved driveways, a paved walkway along the west side of the building, a perimeter metal fence with gates, and washed rock for landscaping. The subject property is zoned Town Core, which is intended for a diverse array of land uses interspersed. To achieve a high-quality mixed-use Town Core, certain design features must be adhered to, to improve compatibility and successful integration of different land uses. Design elements such as architecture, fencing, lot layout, and landscaping are important considerations. The comments below are meant to support good design and guide the applicant towards design decisions that will help achieve the Town's vision.

OVERALL STAFF COMMENTS

TOWN ENGINEER

See packet

TOWN MANAGER

See packet

TOWN ATTORNEY

Town Attorney is working with Town Staff to finalize an Agreement Prior to Town Council.

TOWN PLANNER

As a part of the Severance: Hometown | Vision code (Code), an applicant is required to submit a Site Plan. The applicant prepared a Site Plan that is included in your packet. Overall, the Site Plan is missing information that is needed for a complete review of the project. Staff has reviewed the Plan and has the following comments below.

What is the theme of the development?

Staff: The proposal is to develop a personal workshop that could transition to a commercial use in the future. The subject property is located on a residential block with commercial uses across 2nd Avenue. To increase compatibility of the warehouse and mitigate the visual impact of the development, the facades should incorporate a material other than metal, that will better blend with the adjacent residential uses. Additionally, the landscaping proposed will need to be enhanced.

How does the development theme and pattern support:

The Comprehensive Plan

Staff: In accordance with the Comprehensive Plan, the subject property is intended to be developed as commercial, residential, or mixed use, primarily with businesses that provide services for the surrounding residents. The use proposed is difficult to classify and would typically be designated as an accessory use to

another principal use. Staff has asked the applicant to provide more information on the use and potential future use of the building to ensure it conforms to the Town's future land use map and the stated goals of the Comprehensive Plan. The future land use designated for the subject property is Town Core. Applicant has provided additional information (included in packet)

The Zoning District

Staff: The application could better support the intent of the Town Core zone by incorporating several design features that can improve compatibility and successful integration of different land uses. Moreover, if the property were to transition to a commercial use in the future, additional requirements may be triggered at the time the property connects to water and sewer.

Density

Staff: No concern

Diversity

Staff: No concern

Land Use

Staff: The proposal is to build a personal warehouse on the lot, which is not a use explicitly listed in the Town Core zone, but could be allowed with additional review. Residential is located to the north, west, and east of the property with commercial/industrial to the south. As noted previously, design features and enhanced landscaping should be incorporated at this stage to help visually integrate the development.

Connectivity

Staff: No concern

Open Space

Staff: No concern

What is the roadway network associated with this development?

Staff: This project is considered infill development and will integrate into the existing roadway network. Staff has requested a single (one) access to be taken from the alley.

What treatments are applied to the roadways on the perimeter and internal to the development?

Staff: The applicant has proposed rock to satisfy the landscaping requirement. Staff has requested the applicant revisit the landscape concept and incorporate a mix of irrigated turf, shrub beds, and trees throughout the site, as well as foundation planting beds and entrance landscaping. Applicant has included a plot plan that shows shrubs and potted plants

What is the lot layout associated with this development?

Staff: Lot will remain as currently platted.

How does the lot layout interface with the roadway network?

Staff: The site is located off of West 2nd Avenue. The proposal states two driveways, one coming off of 2nd Avenue and one off of the alley.

How is lot diversity accomplished?

Staff: N/A

What are the setbacks proposed for each lot?

Staff: The front and rear setbacks meet code requirements. 6.9' setbacks are proposed for the sides where a minimum of 7.5' from property lines is required. Applicant is requesting a variance on side setback requirements.

How do the street designs, lot sizes and setbacks enhance the streetscape?

Staff: N/A

Where are the common areas in the subdivision?

Staff: N/A

What are the purposes of the common areas in the subdivision?

Staff: N/A

How are the common areas finished?

Staff: N/A

How are the common areas managed?

Staff: N/A

What is the fencing plan for the development?

Staff: A metal fence is proposed to enclose the property. Staff has asked the applicant to comply with the front yard fencing requirements and incorporate brick or stone columns.

What amenities are included in the development?

Staff: N/A

How are amenities managed?

Staff: N/A

How are the entries to the development enhanced?

Staff: Staff has requested additional and enhanced landscaping near the entry along with foundation plantings along the front and sides of the building where practical. Applicant has included a plot plan that shows shrubs and potted plants

How is connectivity within and outside the development achieved?

Staff: Existing platted lots- infill development.

How are architectural and landscape designs on individual lots managed?

Staff: N/A

What is the irrigation system, including sources of water?

Staff: Currently no irrigation is being proposed. Staff has asked for landscaping and irrigation. Applicant has included a plot plan that shows shrub and potted plants, applicant has stated he intends to hand water the shrubs/plants. Staff will include a landscape maintenance provision in the agreement.

How is potable water supplied to the project?

Staff: Town of Severance Applicant is not requesting water services at this time.

Is there adequate potable water obtainable for the project?

Staff: N/A

How is storm water being managed?

Staff: N/A

How will common area landscape be maintained?

Staff: N/A

How will the development handle sanitary sewer?

Staff: Will not connect to sewer at this stage.

How is off street parking being addressed?

Staff: Application did not include information on off-street parking. Staff has requested more information. Applicant has stated that all parking will be handled on the lot, no on street parking.

How is exterior lighting being addressed?

Staff: Cut off lighting will be required. Applicant to adhere to Severance Land Use Code and Dark Skies Zoning Requirements. Staff would like the applicant to use residential lighting fixtures and a softer white bulb temperature (3500K) due to the proximity next to the residential homes.

What is the potential impact on adjacent neighborhoods?

Staff: Residential lots are located to the north, west, and east of the property. Potential for visual, noise, and light impacts from the use.

Noise or smells are associated with the development, what are the plans for mitigation?

Staff: Applicant will need to specify hours of operation and better describe the nature of the use. Applicant has stated that this project is for personal use, any future commercial uses would require a full site plan.

Are there existing or proposed mineral development/Oil & Gas?

Staff: N/A

What is the state of ownership of Oil & Gas minerals?

Staff: N/A

How are conflicts between project and Oil and Gas development managed?

Staff: No concerns

RECOMMENDATION TO PLANNING

Staff recommendation: Staff is recommending Planning Commission forward a recommendation of approval to the Town Council. Town staff is working with legal to generate an agreement that includes:

- Landscape Warranty/Maintenance
- Additional Features including awning facing W. 2nd Ave
- Private Sidewalk to connect to the public walk on W. 2nd Ave
- Any future changes of use will require a Site Plan

RECOMMENDATION TO TOWN COUNCIL

Staff recommendation: To be determined based on Planning Commission Feedback

1. The proposal seeks to establish a “personal work/office space” in a metal shop building on a residential block. While the zoning is Town Core, which allows for a wide variety of uses, “personal shops” are typically considered accessory uses that are associated with a principal use. For the purposes of this review, clarification is needed on what this use is, so appropriate standards can be applied. A key objective of the Land Use Code is to create a land use pattern that prevents conflict between adjacent uses. Not all land uses are inherently compatible. In the project description, please provide more detailed information on what “personal work and office space” entails.
 - a. What sort of activities will be occurring on site?
 - b. Will any noise be produced?
 - c. Are deliveries expected and at what frequency?
 - d. Additionally, what is envisioned for the future “commercial use”?
 - e. How many people are anticipated to work on-site?
 - f. Will there be additional traffic resulting from the use?
 - g. How will parking be accommodated now and in future?
2. From a functional standpoint, the lot can be characterized as residential. To improve compatibility of character in the area, the building will need to incorporate design features that complement the adjacent homes and landscaping to help better blend the development with the adjacent lots. The Town Core zoning district is intended to be the vibrant and diverse center of Town and support the theme of a charming and active small Town. Design elements, materials and site planning techniques are required to support this vision.
3. Per Sec. 16.6.30.7, architecture should be reflective of the regional character of urban buildings. Please consider the use of insulated vertical panels on all sides of the building with the wainscoting wrapping around the entire building. These panels can include stucco like texturing or other treatments that could help the building fit into the built environment.
4. Please include information on the wainscot material and proposed colors- provide the manufacturers’ colors and materials.
5. The building needs to incorporate windows with awnings facing the public right-of-way. The bay door is not enough to meet this requirement.
6. Per Sec. 16.6.30.8, the project is required to have high-quality landscaping and should incorporate the following:
 - a. A mix of irrigated turf, shrub beds, ornamental/evergreen/shade trees throughout the site. Drought tolerant species are encouraged.
 - b. Foundation plantings along the front and sides of the building to help the project better fit into the residential context of the area.
 - c. Entryways shall incorporate a landscape component which could include large pots or planting beds.
 - d. Please revisit the landscaping and submit a landscaping and irrigation plan with the next submittal. The plan doesn’t need to be overly complex, but does need to identify planting locations, plant materials/species/quantity/size, and how the plants will be irrigated.
7. Per Sec. 16.6.30.7, it is expected that in the Town Core deliveries, parking, and access be taken off of the alley. Please eliminate the driveway off of 2nd Avenue. On the site plan, label and dimension the paved access off of the alley.

8. Will there be any off-street parking? If so, please label and dimension the parking spaces on the site plan.
9. Label and dimension the paved walkway along the side of the building on the site plan.
10. Please add a paved walkway connecting the front entrance of the building to the front property line.
11. The side setbacks do not meet the requirements prescribed in code, which is 7.5'. Please revise.
12. Please include a detail showing all wall-mounted lighting. Please note that all lighting shall adhere to the Dark Skies Ordinance and light cannot spill beyond the boundary of the project. Staff would like the applicant to use residential lighting fixtures with a softer white bulb temperature (3500K) due to the proximity of the residential homes.
13. Provide a dimensioned detail of the fence. Include manufacturers' colors and materials. Additionally, please show the location of the fence on the site plan denoted with a hashed line. Per Sec. 16.6.30.9, front-yard fencing shall be open wood picket or wrought iron and shall not exceed 42" in height. Brick or stone columns are highly encouraged.
14. Will any grading occur? A grading plan is required to ensure mitigation of impacts to adjacent property owners.
15. How will trash be handled? Please provide information in the project description.
16. Will there be any utility or mechanical equipment on site? If so, please show on the site plan and include details on how these areas will be screened from the public right-of-way with visual and sound mitigation for adjacent owners.
17. If the building transitions to a commercial use in the future, additional requirements may be triggered which will necessitate submittal of a new site plan.

1. The proposal seeks to establish a “personal work/office space” in a metal shop building on a residential block. While the zoning is Town Core, which allows for a wide variety of uses, “personal shops” are typically considered accessory uses that are associated with a principal use. For the purposes of this review, clarification is needed on what this use is, so appropriate standards can be applied. A key objective of the Land Use Code is to create a land use pattern that prevents conflict between adjacent uses. Not all land uses are inherently compatible. In the project description, please provide more detailed information on what “personal work and office space” entails.
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2. From a functional standpoint, the lot can be characterized as residential. To improve compatibility of character in the area, the building will need to incorporate design features that complement the adjacent homes and landscaping to help better blend the development with the adjacent lots. The Town Core zoning district is intended to be the vibrant and diverse center of Town and support the theme of a charming and active small Town. Design elements, materials and site planning techniques are required to support this vision.
3. Per Sec. 16.6.30.7, architecture should be reflective of the regional character of urban buildings. Please consider the use of insulated vertical panels on all sides of the building with the wainscoting wrapping around the entire building. These panels can include stucco like texturing or other treatments that could help the building fit into the built environment.
4. Please include information on the wainscot material and proposed colors- provide the manufacturers’ colors and materials.
5. The building needs to incorporate windows with awnings facing the public right-of-way. The bay door is not enough to meet this requirement.
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 - a. A mix of irrigated turf, shrub beds, ornamental/evergreen/shade trees throughout the site. Drought tolerant species are encouraged.
 - b. Foundation plantings along the front and sides of the building to help the project better fit into the residential context of the area.
 - c. Entryways shall incorporate a landscape component which could include large pots or planting beds.
 - d. Please revisit the landscaping and submit a landscaping and irrigation plan with the next submittal. The plan doesn’t need to be overly complex, but does need to identify planting locations, plant materials/species/quantity/size, and how the plants will be irrigated.
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14. Will any grading occur? A grading plan is required to ensure mitigation of impacts to adjacent property owners.
15. How will trash be handled? Please provide information in the project description.
16. Will there be any utility or mechanical equipment on site? If so, please show on the site plan and include details on how these areas will be screened from the public right-of-way with visual and sound mitigation for adjacent owners.
17. If the building transitions to a commercial use in the future, additional requirements may be triggered which will necessitate submittal of a new site plan.

TO: Mr. Nick Wharton, Severance Town Administrator
Ms. Lindsay Radcliff-Coombes, Severance Deputy Town Manager
Mr. Abdul Barzak, Severance Town Planner

FROM: Chris Messersmith, Colorado Civil Group, Inc.
Amber Messersmith, Colorado Civil Group, Inc.

DATE: March 3, 2022

SUBJECT: 121 W 2nd Ave – SITE PLAN

CCG PROJECT NO: 0042.0021.00

TOWN CUSTOMER ID: 274

We have completed our review of the 121 W 2nd Ave Modified Site Plan submittal package that was received on January 26, 2022. The Land Use Application indicated the following items were included with the submittal package:

- Land Use Application
- Application Fees & Fee Agreement (not included)
- Letter of Intent
- Title Commitment (O&E Report)
- Property Tax Statement
- Mailing Labels (not included)
- Legal Description (8 ½" x 11") (not included)
- Site Plan Map
- Exterior Elevations of all Proposed Structures
- Lighting Plan (Letter)
- Vicinity Map

We offer the following engineering comments:

General:

1. The property is located at 121 W 2nd Avenue, being Lot 5 and Lot 6, Block 3 Town of Severance Plat and is being reviewed as a modified Site Plan.
2. The Letter of Intent states that the proposed metal building will be used for personal work and office space with the potential to convert it to possible commercial/personal use in the future. Our Engineering review is based on the building being used for personal use only.
3. We have reviewed the referral comments from the Windsor Severance Fire Rescue, SAFEBuilt, Severance Police Department, Severance Public Works. The following agencies had no comments: Paragon Consulting Group, PVREA, Weld RE-4, and the Town of

Windsor. There does not appear to be any conflicts between the referral comments and our engineering comments.

Title Commitment:

4. An Ownership and Encumbrance (O&E) report prepared by Land Title Guarantee Company was provided with an effective date of January 19, 2022 and indicates the owner is:

Bruce L. Peck, Jr.

5. The legal description on the O&E Report is correct.
6. The O&E Report states that there are no encumbrances of record.

Property Tax Statement:

7. A Property Tax Statement was provided. The property appears to be included in all the required districts.

Legal Description:

8. A separately provided 8.5"x11" written legal description was not provided. The aliquot legal description is:

Lot 5 and 6, Block 3, Map of the Town of Severance as recorded 12/31/1906 at Reception No. 115520 of the records of the Offices of the Weld County Clerk and Recorder, Town of Severance, County of Weld, State of Colorado.

Oil & Gas:

9. According to COGCC website, no oil/gas wells are located on this property.

Technical Reports:

10. The following reports are not required with this Modified Site Plan: Drainage, Utility, and Traffic.
11. Refer to SAFEBuilt referral comments regarding a Geotechnical Report.

Site Development Plan (Civil):

12. Typically, a Site Plan requires a Cover Sheet with a Vicinity Map and Approval/Signature Blocks from the following:
 - Owner's Approval
 - Town Engineer's Review
 - Town Planning Review
 - Planning Commission Approval
 - Windsor Severance Fire Approval
 - Mayor's Certificate
 - Dry Utility Companies
13. (Access) – Access to the proposed building is off W 2nd Avenue to the south and via the gravel Alley to the north.

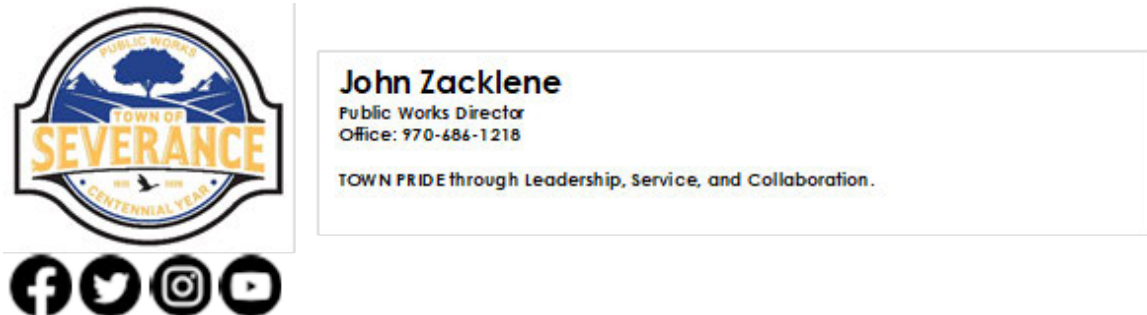
14. (Parking) – There is on-street parking along 2nd Avenue.
15. (Grading/Drainage) – No grading is shown on the Site Plan. The Finished Floor elevation or Top of Foundation (TOF) elevation, lot corner elevations, midpoint elevations, and flow arrows need to be shown and labeled. The TOF elevation shall be set at least two (2) feet above the highest curb (back of sidewalk) elevation fronted by the property (COG VII Section 2.5.3.11). A driveway cut for this property was installed in 2nd Avenue with the Old Town Improvements – Phase 2 project. The drainage from the two (2) lots to the east will need to reach this driveway cut, matching existing drainage patterns.
16. (Utilities) – No potable water or sanitary sewer services are proposed with this improvement. Engineering does not believe that a water or sanitary sewer service were stubbed to this property with the original utility installations. If water or sanitary services are installed in the future, this will require review by the Town and cutting and patching 2nd Avenue. The proposed and existing dry utilities should be shown on the Site Plan.

Please let us know if you have any questions or comments regarding this memo.

From: [John Zacklene](#)
To: [Abdul Barzak](#)
Subject: RE: 121 W 2nd Steet - Site Plan (Town of Severance Planning Referral)
Date: Wednesday, January 26, 2022 1:48:06 PM
Attachments: [image004.png](#)
[image001.png](#)

Will they be boring or going overhead for electricity? No other comments or concerns from Public Works.

Thank You,



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From: Abdul Barzak <abarzak@townofseverance.org>
Sent: Wednesday, January 26, 2022 1:28 PM
Subject: 121 W 2nd Steet - Site Plan (Town of Severance Planning Referral)

Hello,
Please review 121 W 2nd Steet - Site Plan at the link below.

 [121 W 2ND AVE - SITE PLAN](#)

Please reply to this email by **March 4th. PLEASE NOTE: If no response is received, such lack of response shall be considered a “no comment” response.** All comments that are received will be forwarded to the applicant and/or the applicant’s representative. Your attention to this review is appreciated.

Please feel free to email or call if you have any questions

Thank you,

From: [Jim Gerdeman](#)
To: [Abdul Barzak](#)
Subject: RE: 121 W 2nd Steet - Site Plan (Town of Severance Planning Referral)
Date: Wednesday, January 26, 2022 2:16:45 PM
Attachments: [image001.png](#)

Hi Abdul,

I was wondering how much additional vehicle traffic this will create for the residential area. Plus will there be enough parking if the owner changes this to office spaces later.

Jim

From: Abdul Barzak <abarzak@townofseverance.org>
Sent: Wednesday, January 26, 2022 1:28 PM
Subject: 121 W 2nd Steet - Site Plan (Town of Severance Planning Referral)

Hello,
Please review 121 W 2nd Steet - Site Plan at the link below.

 [121 W 2ND AVE - SITE PLAN](#)

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Please feel free to email or call if you have any questions

Thank you,



Abdul Barzak

Town Planner
Direct Line: 970-692-1556
Office: 970-686-1218

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From: [Russ Weber](#)
To: [Abdul Barzak](#)
Cc: [Regina Olson](#); [Regina Olson](#)
Subject: RE: 121 W 2nd Steet - Site Plan (Town of Severance Planning Referral)
Date: Wednesday, January 26, 2022 1:38:00 PM
Attachments: [image001.png](#)

This would be acceptable for residential at the proposed setbacks (6 foot 9 inches) however would NOT be acceptable for a future commercial occupancy as stated in the submittal.(a Minimum 10 foot setback would be required) On another note, an engineered foundation plan and soils report would be required along with the engineered stamped steel building drawings. Any electrical, plumbing or mechanical would also need submitted if included with this proposal.

Thanks Abdul,

Russ Weber
Regional Operations Manager
3755 Precision Dr, STE 140
Loveland, CO 80538
SAFEbuilt.com


From: Abdul Barzak <abarzak@townofseverance.org>
Sent: Wednesday, January 26, 2022 1:28 PM
Subject: 121 W 2nd Steet - Site Plan (Town of Severance Planning Referral)

Hello,
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 [121 W 2ND AVE - SITE PLAN](#)

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Please feel free to email or call if you have any questions

Thank you,

From: [Sandi Friedrichsen](#)
To: [Abdul Barzak](#)
Subject: RE: 121 W 2nd Steet - Site Plan (Town of Severance Planning Referral)
Date: Thursday, January 27, 2022 4:45:56 PM
Attachments: [image003.png](#)
[image004.png](#)

1. If this remains a personal building with no business run out of it we can only give recommendations.
2. If this is or will be ever turned into a commercial business, all of the code requirements of the time will be required because of it being a change of use. These requirements could include, fire sprinklers, fire alarms, additional hydrants, fire extinguishers, addressing requirements, no storage higher than 12 ft tall, and any additional requirements based on the occupancy that will be going into this building. It would be our suggestion to get as much of this installed now as possible, because it will be easier now then when the building is already built. As of right now, a building that is under 5,000 sf would not require a fire sprinkler system unless the fire flows can not be met, but it is unknown what the requirement may be in the future for the sf that requires a fire sprinkler system.
3. Please reach out if you have any further questions on this property.

Sandra Friedrichsen
Fire Marshal
Windsor Severance Fire Rescue
100 7th Street - Windsor, CO 80550
Office Hours Monday - Thursday 0700-1700
Main - (970) 686-2626
Email – [REDACTED]



**See our [Construction & Development Procedures Guide](#) for information on our construction and development requirements. **

From: Abdul Barzak <abarzak@townofseverance.org>
Sent: Wednesday, January 26, 2022 1:28 PM
Subject: 121 W 2nd Steet - Site Plan (Town of Severance Planning Referral)

Hello,
Please review 121 W 2nd Steet - Site Plan at the link below.

 [121 W 2ND AVE - SITE PLAN](#)

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Please feel free to email or call if you have any questions

From: [Jason Seybert](#)
To: [Abdul Barzak](#)
Subject: Re: 121 W 2nd Steet - Site Plan (Town of Severance Planning Referral)
Date: Tuesday, February 8, 2022 9:54:12 AM
Attachments: [image001.png](#)

Abdul -

As this is a commercial project, the district is ok with it to proceed and has no further comment.

Thanks.
Jason

On Wed, Jan 26, 2022 at 1:28 PM Abdul Barzak <abarzak@townofseverance.org> wrote:

Hello,

Please review 121 W 2nd Steet - Site Plan at the link below.

 [121 W 2ND AVE - SITE PLAN](#)

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Please feel free to email or call if you have any questions

Thank you,



Abdul Barzak

Town Planner
Direct Line: 970-692-1556
Office: 970-686-1218

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--

Jason Seybert | Chief Operating Officer



[Weld RE-4 School District](#)

[Facebook](#) • [Twitter](#)

From: Kimberly [REDACTED]
To: Abdul Barzak
Cc: Christine [REDACTED]; Carlin [REDACTED]
Subject: RE: 121 W 2nd Steet - Site Plan (Town of Severance Planning Referral)
Date: Thursday, January 27, 2022 11:19:09 AM
Attachments: [image001.png](#)

Good morning, Abdul...

Thank you for including the Town of Windsor in this referral. The subject property is outside of the Town's Growth Management and Community Influence areas. As such, we have no comment.

Have a great day!

Kim

Kimberly [REDACTED], Assoc. AIA
Planner I
[REDACTED]

From: Abdul Barzak <abarzak@townofseverance.org>
Sent: Wednesday, January 26, 2022 1:28 PM
Subject: 121 W 2nd Steet - Site Plan (Town of Severance Planning Referral)

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 [121 W 2ND AVE - SITE PLAN](#)

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Please feel free to email or call if you have any questions

Thank you,



Abdul Barzak

Town Planner
Direct Line: 970-692-1556
Office: 970-686-1218

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From: Minas [REDACTED]
To: Abdul Barzak
Subject: RE: 121 W 2nd Steet - Site Plan (Town of Severance Planning Referral)
Date: Thursday, January 27, 2022 10:44:24 AM
Attachments: [image001.png](#)

Abdul,

Thank you for including me with this upcoming project. After looking into it's location, I have determined that it fall outside of my service area.

Have a great rest of your week!

Sincerely,

Minas [REDACTED]
[REDACTED]
Poudre Valley Rural Electric Association, Inc.

From: Abdul Barzak <abarzak@townofseverance.org>
Sent: Wednesday, January 26, 2022 1:28 PM
Subject: 121 W 2nd Steet - Site Plan (Town of Severance Planning Referral)

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Please feel free to email or call if you have any questions

Thank you,

From: [David M Rau](#)
To: [Abdul Barzak](#)
Subject: RE: 121 W 2nd Steet - Site Plan (Town of Severance Planning Referral)
Date: Thursday, January 27, 2022 12:10:06 PM
Attachments: [image004.png](#)

Thanks. No comments here.

Cheers, *Dave*.

David M. Rau, P.E., BCEE
Principal Engineer
Paragon Consulting Group, Inc.



www.paragoncg.com



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From: Abdul Barzak <abarzak@townofseverance.org>
Sent: Wednesday, January 26, 2022 1:28 PM
Subject: 121 W 2nd Steet - Site Plan (Town of Severance Planning Referral)

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 [121 W 2ND AVE - SITE PLAN](#)

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Please feel free to email or call if you have any questions

Thank you,

SEVERANCE PLANNING COMMISSION

RESOLUTION NO. PC-2022-01R

A RESOLUTION OF THE SEVERANCE PLANNING COMMISSION RECOMMENDING APPROVAL WITH CONDITIONS OF A SPECIAL REVIEW USE APPLICATION TO OPERATE AN OFFICE AND WORKSHOP FACILITY ON REAL PROPERTY LOCATED WITHIN THE TOWN OF SEVERANCE, COMMONLY KNOWN AS 121 WEST 2ND AVENUE

WHEREAS, Bruce L. Peck, Jr. ("Applicant"), who is the owner of certain real property located in the Town of Severance, having a legal description of Lots 5 and 6, Block 3, Town of Severance, County of Weld, State of Colorado ("Property"), has submitted an application for Special Use Review to construct and operate a personal office and workshop facility on the Property (the "Application"); and

WHEREAS, Applicant has also submitted a conceptual site plan relating to such special use review; and

WHEREAS, the Severance Planning Commission has conducted a public hearing on the Application, and has considered all the evidence presented at the public hearing, the relevant standards and special use review criteria set forth in the Severance Municipal Code ("Code"); and

WHEREAS, the Severance Planning Commission wishes to make a recommendation to the Town Council regarding the Application.

NOW, THEREFORE, BE IT RESOLVED BY THE SEVERANCE PLANNING COMMISSION:

1. That the Severance Planning Commission recommends approval of the Application, with the following conditions:

- a. Within six (6) months of obtaining a certificate of occupancy for the Property, Applicant shall construct and install all private landscaping as depicted on the conceptual site plan and in accordance with the Severance Municipal Code. Applicant shall warrant and guarantee all private landscaping for a period of one (1) year, commencing from the date of installation. Under this warranty, Applicant agrees to repair or replace, at its own cost and expense and under the direction of the Town, any private landscaping or portions thereof which fail or are dead, diseased, or defective, or which are not in conformity with conceptual site plan. Applicant or the successor owner of the Property shall maintain in good condition all private landscaping located on the Property following the one-year repair/replacement period.

- b. Applicant shall design, construct, and install an awning over the walk-in door and window of the facility, facing West 2nd Avenue, before obtaining a certificate of occupancy for the Property.
- c. Applicant shall be responsible for construction and installation of a 30" private sidewalk on the west side of the Property that connects to the public sidewalk on 2nd Avenue prior to obtaining a certificate of occupancy for the Property.
Applicant to work with Town Engineer at time of install on final placement to accommodate approved drainage plan
- d. Approval of a special use by the town shall lapse and be considered null and void if the use itself, or if permanent construction in conjunction with such use, has not commenced within one year of the approving action.
- e. Failure to use the Property for the uses authorized by such special use approval for a period of 12 consecutive months shall terminate the right to use the Property for the specified special use.

PASSED AND ADOPTED this 13th day of July, 2022.



Julie Stout
Chairperson

ATTEST:

Leah Vanarsdall

Leah Vanarsdall, MMC, Town Clerk

RESOLUTION NO. 2022-32R

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SEVERANCE, COLORADO APPROVING A SPECIAL REVIEW USE APPLICATION TO OPERATE AN OFFICE AND WORKSHOP FACILITY ON REAL PROPERTY LOCATED WITHIN THE TOWN OF SEVERANCE, COMMONLY KNOWN AS 121 WEST 2ND AVENUE

WHEREAS, Bruce L. Peck, Jr. (“Applicant”), who is the owner of certain real property located in the Town of Severance, having a legal description of Lots 5 and 6, Block 3, Town of Severance, County of Weld, State of Colorado (“Property”), has submitted an application for Special Use Review to construct and operate a personal office and workshop facility on the Property (the “Application”); and

WHEREAS, Applicant has also submitted a conceptual site plan relating to such special use review; and

WHEREAS, the Severance Planning Commission, after conducting a public hearing on the Application on July 13, 2022 rendered a decision recommending approval with conditions of the Application; and

WHEREAS, after reviewing the record of the Planning Commission public hearing, and after considering all the testimony, evidence, and argument presented at the public hearing held before the Town Council on August 9, 2022, the Town Council finds and determines that the Application is complete, and that the Applicant has met the relevant standards and special use review criteria set forth in the Severance Municipal Code.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF SEVERANCE, COLORADO:

Section 1. The Town Council acknowledges the Planning Commission’s recommendation, and findings made in support of such findings in this case, as stated on the record made available to the Town Council.

Section 2. The above Recitals and Findings of the Town Council are hereby incorporated into this resolution.

Section 3. Bruce L. Peck Jr.’s application for a Special Use Review to construct and operate an office and workshop facility on the Property, as a special review use within the existing Town Core zone district, is hereby approved, subject to and contingent upon compliance with the following conditions:

- a. Within six (6) months of obtaining a certificate of occupancy for the Property, Applicant shall construct and install all private landscaping as depicted on the conceptual site plan and in accordance with the Severance Municipal Code. Applicant shall warrant and guarantee all private landscaping for a period of one (1) year, commencing from the date of installation. Under this warranty, Applicant agrees to repair or replace, at its own cost and expense and under the direction of the Town, any private landscaping or portions thereof which fail or are dead, diseased, or defective, or which are not in conformity with conceptual site plan. Applicant or the

successor owner of the Property shall maintain in good condition all private landscaping located on the Property following the one-year repair/replacement period.

- b. Applicant shall design, construct, and install an awning over the walk-in door and window of the facility, facing West 2nd Avenue, before obtaining a certificate of occupancy for the Property.
- c. Applicant shall be responsible for construction and installation of a 30" private sidewalk on the west side of the Property that connects to the public sidewalk on 2nd Avenue, prior to obtaining a certificate of occupancy for the Property. Applicant to work with Town Engineer at time of install on final placement to accommodate approved drainage plan.
- d. Approval of a special use by the Town shall lapse and be considered null and void if the use itself, or if permanent construction in conjunction with such use, has not commenced within one year of the approving action.
- e. Failure to use the Property for the uses authorized by such special use approval for a period of 12 consecutive months shall terminate the right to use the Property for the specified special use.

Section 4. Unless otherwise extended by resolution of the Town Council, the approval of the Special Use Review application shall be null and void if the conditions set forth in Section 3 are not complied with.

RESOLVED AND PASSED THIS 9th DAY OF August, 2022.

TOWN OF SEVERANCE, COLORADO

Matthew Fries, Mayor

ATTEST:

Leah Vanarsdall, MMC, Town Clerk

APPROVED AS TO FORM:

Hayashi & Macsalka, LLC, Town Attorney



AGENDA ITEM SUMMARY

AGENDA ITEM	SUBMITTED BY	PRESENTED BY
Ordinance 2022-17: An Ordinance of the Town Council of the Town of Severance, Colorado, Amending Article 4 of Chapter 2 of the Severance Municipal Code Regarding Costs of Collection	Nicholas Wharton, Town Manager	Nicholas J. Wharton, MPA
ACTION REQUESTED		
Management asks that the Town Council review and discuss Ordinance 2022-17 and take action. • Actions that may be taken: ○ Move to approve Ordinance 2022-17 ○ Take no action		<u>Ordinance</u> <u>Attorney Approved</u> <u>Action Requested</u>
BRIEF SUMMARY		
With many of the changes that have occurred at the state level involving policing and municipal courts, the town is no longer allowed to issue Outstanding Judgement Warrants for unpaid fines. In turn, to collect past due fines, penalties, costs, fees, surcharges, and restitutions, the Town will now need to assign such accounts to a private collection agency, which shall be entitled to recover costs of collection in an amount not to exceed eighteen (18) percent of the aggregate amount of an assigned account.		
PUBLIC SUPPORT/CONCERN		
None at this time		
ANALYSIS AND RECOMMENDATION		
Management recommends that the Town Council take action and move to approve Ordinance 2022-17.		
MATERIALS SUBMITTED		
The following materials were submitted and included in this packet: 1. Ordinance 2022-17		

**TOWN OF SEVERANCE
ORDINANCE NO. 2022-17**

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF SEVERANCE,
COLORADO, AMENDING ARTICLE 4 OF CHAPTER 2 OF THE SEVERANCE
MUNICIPAL CODE REGARDING COSTS OF COLLECTION**

WHEREAS, in accordance with C.R.S. § 5-16-111.5, as amended, political subdivisions may assign past due orders, obligations, fines, and fees due to them to private collection agencies and assess costs of collection in an amount not to exceed eighteen percent; and

WHEREAS, the Town desires to amend Article 4 of Chapter 2 of the Severance Municipal Code to provide that costs of collection may not exceed eighteen percent.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF SEVERANCE, COLORADO:

Section 1. Article 4, “Municipal Court,” of Chapter 2 of the Severance Municipal Code, is amended by the addition of a new section 2-4-120, entitled “Costs of Collection,” to read as follows:

Sec. 2-4-120. - Costs of Collection.

To collect past due fines, penalties, costs, fees, surcharges, restitutions, the Town may assign such accounts to a private collection agency, which shall be entitled to recover costs of collection in an amount not to exceed eighteen (18) percent of the aggregate amount of an assigned account.

Section 2. If any article, section, paragraph, sentence, clause, or phrase of this ordinance is held to be unconstitutional or invalid for any reason, such a decision shall not affect the validity or constitutionality of the remaining portions of this ordinance. The Town Council hereby declares it would have passed this ordinance and each part or parts hereof irrespective of the fact that any one part or parts be declared unconstitutional or invalid.

Section 3. All other ordinances or portions thereof inconsistent or conflicting with this ordinance or any portions hereof are hereby repealed to the extent of such inconsistency or conflict.

Section 4. This ordinance is deemed necessary for the immediate protection of the health, welfare and safety of the community.

Section 5. This ordinance is deemed necessary for the protection of the health, welfare, and safety of the community.

Section 6. Violations of this ordinance shall be punishable in accordance with Section 1-4-20 of the Severance Municipal Code.

INTRODUCED, READ, ADOPTED, APPROVED, AND ORDERED PUBLISHED IN FULL
this 9th day of August 2022.

TOWN OF SEVERANCE, COLORADO

Matthew Fries, Mayor

ATTEST:

Leah Vanarsdall, MMC, Town Clerk

APPROVED AS TO FORM:

Hayashi & Macsalka, LLC, Town Attorney



AGENDA ITEM SUMMARY

AGENDA ITEM	SUBMITTED BY	PRESENTED BY
Ordinance 2022-18: Amending Chapter 4, Article 3, "Sales and Use Tax," of the Severance Municipal Code to Impose a Use Tax on the Privilege of Storing, Using, or Consuming within the Town any Motor or Other Vehicles Purchased at Retail for Which Registration is Required, Conditioned Upon Voter Approval of the Ballot Title and Text Fixed in Ord. No. 2022-14	Mary Lynn Macsalka, Town Attorney	Mary Lynn Macsalka, Town Attorney's Office
ACTION REQUESTED		
Management asks that the Town Council review and discuss Ordinance 2022-18 and take action. • Actions that may be taken: ○ Move to approve Ordinance 2022-18 ○ Take no action		<u>Ordinance</u> <u>Attorney Approved</u> <u>Action Requested</u> <u>Discussion</u>
BRIEF SUMMARY		
On July 26, 2022, the Town Council approved Ordinance No. 2022-14, calling an election and submitting to voters a ballot question to authorize the imposition of the Town's 3% use tax on motor and other vehicles purchased at retail and for which registration is required. While Ord. No. 2022-14 submits the ballot question to voters, an ordinance amending the Code to implement the use tax on motor and other vehicles is still needed. The attached Ordinance No. 2022-18 sets out the amendments to the "Sales and Use Tax" provisions Article 3 of Chapter 4 of the Severance Municipal Code that are necessary to levy, collect, and administer the use tax if the ballot question fixed in Ord. No. 2022-14 is approved by the Town's voters at the election on November 8, 2022. Specifically, the ordinance imposes the Town's 3% use tax on motor and other vehicles purchased at retail, if the vehicle is required to be registered under Part 1 of Article 3 of Title 42, C.R.S. Generally, this means the 3% use tax would apply to motor vehicles, trailers, semitrailers, trailer coaches, motor homes, or other vehicles that are primarily designed to be operated or drawn upon any highway. The tax would not apply to vehicles purchased and owned by the federal or state government, or by a Colorado municipality, including vehicles owned by the Town of Severance. The tax would also not apply to fire-fighting vehicles, farm tractors, farm trailers, hay balers, combines and other heavy movable farm equipment primarily used on farms and not on highways, or to special mobile machinery temporarily operated or moved upon the highways. ("Special mobile machinery" includes vehicles commonly used in the construction, maintenance, and repair of roadways, or in the drilling of wells, and the digging of ditches, per Section 42-1-102(93.5)(b), C.R.S.)		

The Code amendments in the ordinance will not become effective unless the Town's voters approve the ballot question fixed in Ord. No. 2022-14 at the November 8, 2022, election. If this ordinance is approved by the Town Council, and the ballot question is approved by the voters, the use tax on motor and other vehicles for which registration is required will go into effect on January 1, 2023, and will apply to vehicles purchased on or after that date.

PUBLIC SUPPORT/CONCERN

None at this time.

ANALYSIS AND RECOMMENDATION

Staff recommends approval of this ordinance.

MATERIALS SUBMITTED

The following materials were submitted and included in this packet:

1. Ord 2022-18 - Implementing Motor Vehicle Use Tax

**TOWN OF SEVERANCE
ORDINANCE NO. 2022-18**

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF SEVERANCE,
COLORADO, AMENDING CHAPTER 4, ARTICLE 3, “SALES AND USE TAX,” OF
THE SEVERANCE MUNICIPAL CODE TO IMPOSE A USE TAX ON THE
PRIVILEGE OF STORING, USING, OR CONSUMING WITH THE TOWN ANY
MOTOR AND OTHER VEHICLES PURCHASED AT RETAIL FOR WHICH
REGISTRATION IS REQUIRED, CONDITIONED UPON VOTER APPROVAL OF
THE BALLOT TITLE AND TEXT FIXED IN ORDINANCE NO. 2022-14**

WHEREAS, the Town of Severance, Colorado (the “Town”), is a home-rule town duly organized and existing under the Constitution of the State of Colorado and the Home Rule Charter of the Town; and

WHEREAS, Article X, “Taxation,” of the Severance Home Rule Charter and article 2 of title 29 of the Colorado Revised Statutes authorize the Town to adopt by ordinance a tax on the privilege of storing, using, or consuming in the Town any motor and other vehicles, purchased at retail on which registration is required, subject to the approval of the Town’s registered voters; and

WHEREAS, on July 26, 2022, the Town Council of the Town of Severance adopted and approved Ordinance No. 2022-14 calling an election on November 8, 2022, to present a ballot question to the eligible electors of the Town to authorize the imposition and collection of a 3.0% use tax upon the storage, use, or consumption within the Town of motor and other vehicles purchased at retail for which registration is required, and the uses of the revenues generated by such use tax;

WHEREAS, Ordinance No. 2022-14 provides that the Town Council shall enact an implementing ordinance consistent with the terms and conditions in the text and title of the ballot issue fixed therein; and

WHEREAS, the Town Council desires to adopt amendments to Chapter 4, Article 3, “Sales and Use Tax,” of the Severance Municipal Code to implement the necessary provisions to levy, collect, and administer the use tax on motor and other vehicles, such provisions to be effective conditioned upon approval by the Town’s voters of the ballot text and title fixed in Ord. No. 2022-14 at the election on November 8, 2022; and

WHEREAS, this ordinance is enacted pursuant to the Town of Severance’s home rule authority under Article XX, § 6 of the Constitution of the State of Colorado, and pursuant to the Town of Severance’s police powers, in order to safeguard and preserve the public health, safety, and welfare of the community.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF SEVERANCE, COLORADO:¹

Section 1. Sec. 4-3-20, “Definitions,” of the Severance Municipal Code is hereby amended to read as follows:

Sec. 4-3-20. Definitions.

For the purpose of this Article, ~~the definitions of words all terms used and not otherwise defined~~ herein ~~contained~~ shall ~~be as said words are defined have the same meaning as set forth~~ in Sections 39-26-102, ~~C.R.S.~~, and 39-26-201 of the Colorado Revised Statutes (“C.R.S.”), as such definitions currently exist or may hereafter be amended, and said definitions are incorporated herein by this reference.

Section 2. Section 4-3-70, “Collection, administration and enforcement,” of the Severance Municipal Code is hereby amended by the addition of a new subsection (f) to read as follows:

(f) The use tax on motor and other vehicles for which registration is required shall be collected, administered, and enforced as provided in this Article.

Section 3. Section 4-3-80, “Purpose of use tax,” of the Severance Municipal Code is repealed and reenacted to read as follows:

Sec. 4-3-80. Purpose of use tax.

The purpose of the provisions of Sections 4-3-80 through 4-3-120 of this Article is to impose a use tax on:

(a) Building and construction materials which are purchased outside the Town for use, storage, or consumption within the Town, as authorized by Part 1 of Article 2, Title 29, C.R.S.; and

(b) The privilege of storing, using, or consuming within the Town any motor or other vehicle purchased at retail for which registration is required, for the purpose of providing additional revenues to the Town for the preservation, maintenance, improvement, and expansion of the Town’s transportation facilities and related infrastructure.

Section 4. Section 4-3-90, “Imposition,” of the Severance Municipal Code is hereby amended to read as follows:

Sec. 4-3-90. ~~Imposition~~ Use tax imposed.

(a) There is hereby imposed on the privilege of storing, using or consuming in the Town any construction or building materials purchased at retail, a use tax of three percent

¹ Additions to existing Code sections are shown by underlining; deletions from existing Code sections are shown by ~~strikethrough~~.

(3%) of the retail purchase price of said construction or building materials. Such tax shall be payable to and shall be collected by the Town Clerk.

(b) There is hereby imposed on privilege of storing, using, or consuming in the Town any motor and other vehicles purchased at retail, a use tax of three percent (3%) of the purchase price thereof. Said tax shall be applicable to every motor and other vehicle for which registration is required by the laws of this state pursuant to Part 1 of Article 3 of Title 42, C.R.S. Such tax shall be collected in accordance with section 4-3-115 of this Article.

Section 5. Section 4-3-110, "Payment," of the Severance Municipal Code is hereby amended to read as follows:

Sec. 4-3-110. Collection and Ppayment of use tax on construction or building materials.

Section 6. Article 3, "Sales and Use Tax," of Chapter 4, "Revenue and Finance," of the Severance Municipal Code is hereby amended by the addition of a new section 4-3-115 to read as follows:

Sec. 4-3-115. Collection and payment of use tax on motor and other vehicles.

(a) If the owner of a motor or other vehicle for which registration is required by the laws of the state pursuant to Part 1 of Article 3 of Title 42, C.R.S., is required to register, license, or obtain a certificate of title for such vehicle at an address located within the Town, the use tax imposed by section 4-3-90(b) shall be collected by the authorized agent of the Department of Revenue in the County pursuant to an agreement or agreements entered into and between the Town and the authorized agent of the Department of Revenue in the County. The proceeds of said use tax shall be paid to the Town periodically in accordance with said agreement.

(b) No registration shall be made of any motor or other vehicle for which registration is required, and no certificate of title shall be issued to such vehicle by the Department of Revenue or its authorized agent, until any tax due upon the use, storage, or consumption thereof pursuant to this Article has been paid.

(c) The Town Manager is hereby authorized to enter into and execute on behalf of the Town any agreement or agreements necessary for the administration and enforcement of this Article, and said agreement or agreements shall be in accordance with the provisions of Title 29, Article 2, C.R.S., or Section 24-35-110, C.R.S., and in a form approved by the Town Manager and Town Attorney.

Section 7. If the use tax proposed in Ordinance No. 2022-14 is approved by the registered electors at the November 8, 2022, coordinated election, the use tax imposed by this ordinance and the provisions herein amending the Severance Municipal Code shall become effective on January 1, 2023. If such use tax is approved by the registered electors at the November 8, 2022, election, the Town Clerk shall provide a copy of this ordinance and notice of its adoption and approval to the executive director of the Colorado Department of Revenue and to the Weld

County Clerk and Recorder.

Section 8. References to Colorado law in this ordinance are to the versions of those laws in effect at the time this ordinance was adopted, as well as any subsequent amendments thereto.

Section 9. If any article, section, paragraph, sentence, clause, or phrase of this ordinance is held to be unconstitutional or invalid for any reason, such decision shall not affect the validity or constitutionality of the remaining portions of this ordinance. The Town Council hereby declares it would have passed this ordinance and each part or parts hereof irrespective of the fact that any one part or parts be declared unconstitutional or invalid.

Section 10. All other ordinances or portions thereof inconsistent or conflicting with this ordinance or any portion hereof are hereby repealed to the extent of such inconsistency or conflict.

Section 11. This ordinance is deemed necessary for the immediate protection of the health, welfare, and safety of the community.

Section 12. Violations of this ordinance shall be punishable in accordance with Section 1-4-20 of the Severance Municipal Code.

INTRODUCED, READ, ADOPTED, APPROVED, AND ORDERED PUBLISHED IN FULL this ____ day of _____, 2022.

TOWN OF SEVERANCE, COLORADO

Matthew Fries, Mayor

ATTEST:

Leah Vanarsdall, MMC, Town Clerk

APPROVED AS TO FORM:

Hayashi & Macsalka, LLC, Town Attorney



AGENDA ITEM SUMMARY

AGENDA ITEM	SUBMITTED BY	PRESENTED BY
NISP WIFIA Letter	Nicholas Wharton, Town Manager	Nicholas J. Wharton, MPA
ACTION REQUESTED		
Management asks that the Town Council review and discuss the NISP WIFIA Letter and take action. • Actions that may be taken ○ Move to execute the NISP WIFIA Letter ○ Take no action		<u>Attorney Approved</u> <u>Action Requested</u>
BRIEF SUMMARY		
Attached is the Letter of Intent for WIFIA, which NISP Enterprise (Northern Water) will use to support the WIFIA loan application it intends to submit to the US EPA in the fall for NISP (primarily, the construction of Glade Reservoir). Northern's request is that each participant executes and returns this letter by August 31. As the NISP Legal Committee has been discussing this letter for a few months, it was envisioned that the Record of Decision (ROD) would precede Northern by sending this letter to each participant for execution. However, Northern is sending this out to each participant now, even as we wait for the ROD to be issued, in order to provide sufficient time for execution, according to Northern. Per the Town Attorneys, there are no comments to make on the letter's contents, as all this letter really does is simply preserve a financing option. It does not commit Severance to do anything at this time or any other participant for that matter.		
PUBLIC SUPPORT/CONCERN		
None at this time.		
ANALYSIS AND RECOMMENDATION		
Management recommends that the Town Council take action and execute the NISP WIFIA Letter.		
MATERIALS SUBMITTED		
The following materials were submitted and included in this packet: 1. NISP Letter of Intent_220707		

[Please place on letterhead, and format as applicable]

[Date]

Carl Brouwer, PE
Project Management Department Manager
Northern Water
220 Water Ave
Berthoud, CO 80513

RE: NISP Letter of Intent

[Participant] understands the NISP Enterprise is seeking a Water Infrastructure Finance and Innovation Act ("WIFIA") loan as part of its NISP pooled financing program, a program in which [Participant], at its discretion, will have the option to participate. Regardless of the [Entity's] final decision whether to join the pooled financing program, the [Entity] supports the NISP Enterprise submitting a loan application to WIFIA for partial financing of NISP construction. We remain committed to funding the development of NISP as evidenced by our continued financial support, up to and including the 18th annual NISP interim funding agreement, and also fully intend, based on the information available to it as of the date of this letter, to contribute our proportional share to finance or fund the construction and operation of NISP.

Upon the reaching of certain NISP development milestones and agreement among the participating entities on satisfactory terms of an Allotment Contract, [Participant] intends to enter into an Allotment Contract with the NISP Enterprise. Among other things, the Allotment Contract will provide the framework by which NISP construction will be financed. [Participant] intends to pledge a portion or all of its [water activity enterprise] revenues to meet its Allotment Contract financial obligations. All financial obligations under the Allotment Contract will be treated as operating expenses of the [water activity enterprise]. This includes any payments to cover financing costs the NISP Enterprise incurs on [Participant's] behalf if, and to the extent, [Participant] joins the NISP pooled financing program.

[Participant] understands the Allotment Contracts will contain the following two provisions: (1) take-or-pay provisions, such that any obligations related to the pooled financing costs for Participants that join the NISP pooled financing program are paid irrespective of project performance including deliveries of water; and (2) "step- up" provisions where if a participant defaults in the payment of its obligations, the remaining participants will be required to accept a pro-rata share of and pay a pro-rata share for, and then will be entitled to proportionate benefits of, the defaulting participant's obligations.

[Participant / water activity enterprise] is authorized to enter into such an Allotment Contract with the above terms by C.R.S. §§ 31-35-402(1)(h), 32-1-1101(1)(d), and 37-45.1-101, *et. seq.*

Additional actions and approvals are required for [Participant] to enter into an Allotment Contract and those additional actions and approvals are not guaranteed. Further, this letter does not commit [Participant] to joining the NISP pooled financing program. This letter is solely intended to reserve the NISP Pooled financing option for [Participant], and specifically, to allow WIFIA to accept a NISP loan application from the NISP Enterprise. This letter does not confer benefits on any third parties, including, but not limited to, the other entities participating in the NISP Project

Sincerely,

[Participant]



AGENDA ITEM SUMMARY

AGENDA ITEM	SUBMITTED BY	PRESENTED BY
Resolution 2022- 33R: TAP/MMOF Construction Contract Award	Abdul Barzak, Town Planner	Abdul Barzak, Town Planner & Chris Messersmith, Town Engineer
ACTION REQUESTED		
Community Development, Engineering, and Town Management ask that the Severance Town Council review, discuss, and take action on the GREAT WESTERN TRAIL CONNECTION Construction Contract Award. Actions that may be taken: 1. Approve Resolution 2022-33R, awarding the project to the responsible bidder that submitted the lowest responsive bid Mountain Constructors, Inc and allow Town Manager to sign and manage. 2. Take no action		<u>Action Requested</u> <u>Resolution</u> <u>Attorney Approved</u> <u>Discussion</u>
BRIEF SUMMARY		
At the direction of the Town Council , the Town of Severance has issued an RFP for construction of the Great Western Trail Connection project. Community Development and Town Engineering staff will provide a brief presentation tonight.		
PUBLIC SUPPORT/CONCERN		
Residents have reached out to Town staff requesting a trail connection and a safe route to schools.		
ANALYSIS AND RECOMMENDATION		
On Tuesday, July 14, 2022, the Town of Severance held a mandatory Pre-Bid Conference for the Great Western Trail Connection project, which was publicly advertised. Eight potential bidders attended the mandatory Pre-Bid Conference which included Contractors and Sub-Contractors. On Tuesday, July 26, 2022, the Town of Severance accepted bids for the project. Four (4) Contractors submitted bids with only one contractor, Mountain Constructors, Inc., meeting all of the submittal requirements. After receiving proposals from qualified bidders, Town staff reviewed all proposals and received referrals. Community Development, Town Engineering, and Town Management recommend that the Town Council award the contract to Mountain Constructors, Inc. who is is the responsible bidder that submitted the lowest responsive bid and allow Town Manager to sign and manage.		
MATERIALS SUBMITTED		
The following materials were submitted and included in this packet: 1. Mountain Constructors, Inc. RFP Proposal 2. Great Western Trail Construction Contract Agreement 3. CCG Construction Management/Engineering Support Proposal		

4. Terracon Materials Testing Services Proposal
5. Engineering Memo w/ Bid Tabulation and Budget Summary
6. 2022 - 33R - Mountain Constructors (TAP_MMOF GWT Project)

SECTION 00 41 00

BID FORM FOR CONSTRUCTION CONTRACT

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 1 - OWNER AND BIDDER

1.01 This Bid is submitted to: **TOWN OF SEVERANCE, 3 S. TIMBER RIDGE PARKWAY, P.O. BOX 339, SEVERANCE, COLORADO 80546**

1.02 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.

1.03 ACCEPTANCE OF FUEL COST ADJUSTMENTS

Bidders have the option to accept Fuel Cost Adjustments in accordance with the Revision of Section 109 - Fuel Cost Adjustment. To accept this standard special provision, the bidder must fill in an "X" next to "YES" below. No Fuel Cost Adjustment will be made due to fuel cost changes for bidders who answer "NO". If neither line is marked, the Department will assume the bidder rejects Fuel Cost Adjustments for this project. After bids are submitted, bidders will not be given any other opportunity to accept or reject this adjustment.

(Mark only one line with an "X"):

☐ YES, I choose to accept Fuel Cost Adjustments for this project

☒ NO, I choose NOT to accept Fuel Cost Adjustments for this project (if neither line is marked, the default is "NO", I choose NOT to accept Fuel Cost Adjustments for this project)

ARTICLE 2 - ATTACHMENTS TO THIS BID

2.01 The following documents are submitted with and made a condition of this Bid:

- A. Required Bid security;
- B. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;
- C. Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids;
- D. Required Bidder Qualification Statement with supporting data. The Bidder may complete Section 00 45 13 Qualifications Statement or provide the required information in another format.

E. Required CDOT Forms; if any of these forms are not complete or signed at the time of bid opening, their bid is considered unresponsive and will be rejected.

1. Form 606 - Anti-Collusion Affidavit
2. Form 1412 - Bidders List
3. Form 1414 - Anticipated DBE Participation Plan

ARTICLE 3 - BASIS OF BID-UNIT PRICES

3.01 Unit Price Bids

A. Bidder will perform the following Work at the indicated unit prices:

BID SCHEDULE - BASE BID

CONTRACT ITEM NUMBER	CONTRACT ITEM	APPROX. QUANTITY	UNIT	UNIT COST	TOTAL COST
201-00000	CLEARING AND GRUBBING	1	LS	\$ 21,375.00	\$ 21,375.00
202-00010	REMOVAL OF TREE	4	EA	\$ 980.00	\$ 3,920.00
202-00025	REMOVAL OF DITCH LINING	65	LF	\$ 9.33	\$ 606.45
202-00035	REMOVAL OF PIPE	70	LF	\$ 21.86	\$ 1,530.20
202-00220	REMOVAL OF ASPHALT MAT	38	SY	\$ 18.16	\$ 690.08
202-01000	REMOVAL OF FENCE	50	LF	\$ 6.30	\$ 315.00
203-00060	EMBANKMENT MATERIAL (COMPLETE IN PLACE)	1024	CY	\$ 34.91	\$ 35,747.84
203-01597	POTHOLING	8	HR	\$ 220.00	\$ 1,760.00
208-00012	EROSION LOG TYPE 1 (9-INCH)	1200	LF	\$ 2.34	\$ 2,808.00
208-00035	AGGREGATE BAG	60	LF	\$ 10.00	\$ 600.00
208-00046	PRE-FABRICATED CONCRETE WASHOUT STRUCTURE	1	EA	\$ 1,987.50	\$ 1,987.50
208-00070	VEHICLE TRACKING PAD	4	EA	\$ 1,875.00	\$ 7,500.00
208-00103	REMOVAL AND DISPOSAL OF SEDIMENT (LABOR)	16	HR	\$ 75.94	\$ 1,215.04
208-00105	REMOVAL AND DISPOSAL OF SEDIMENT (EQUIP.)	16	HR	\$ 69.06	\$ 1,104.96
208-00207	EROSION CONTROL MANAGEMENT	30	DAYS	\$ 212.50	\$ 6,375.00
210-00015	RESET END SECTION	1	EA	\$ 510.00	\$ 510.00
210-00810	RESET GROUND SIGN	2	EA	\$ 221.25	\$ 442.50
210-01000	RESET FENCE	64	LF	\$ 12.50	\$ 800.00

BID SCHEDULE - BASE BID (CONTINUED)

CONTRACT ITEM NUMBER	CONTRACT ITEM	APPROX. QUANTITY	UNIT	UNIT COST	TOTAL COST
210-01050	RESET CHAIN LINK FENCE	88	LF	\$ 25.00	\$ 2,200.00
210-04010	ADJUST MANHOLE	1	EA	\$ 815.00	\$ 815.00
210-04050	ADJUST VALVE BOX	6.00	EA	\$ 428.75	\$ 2,572.50
212-00006	SEEDING (NATIVE)	4.91	AC	\$ 1,212.32	\$ 5,952.49
212-00032	SOIL CONDITIONING	4.97	AC	\$ 843.75	\$ 4,193.44
212-00050	SOD	2553	SF	\$ 1.73	\$ 4,416.69
213-00002	MULCHING (WEED FREE HAY)	4.91	AC	\$ 1,212.50	\$ 5,953.38
213-00061	MULCH TACKIFIER	49.1	LB	\$ 11.38	\$ 558.76
217-00020	HERBICIDE TREATMENT	8	HOURL	\$ 250.00	\$ 2,000.00
304-06007	AGGREGATE BASE COURSE (CLASS 6)	601	CY	\$ 82.45	\$ 49,552.45
306-01000	RECONDITIONING	3606	SY	\$ 3.73	\$ 13,450.38
403-00721	HOT MIX ASPHALT (PATCHING) (ASPHALT)	38	SY	\$ 148.68	\$ 5,649.84
506-00209	RIPRAP (9 INCH)	10	CY	\$ 174.69	\$ 1,746.90
603-01240	24 INCH REINFORCED CONCRETE PIPE	82	LF	\$ 156.77	\$ 12,855.14
603-01300	30 INCH REINFORCED CONCRETE PIPE	26	LF	\$ 266.92	\$ 6,939.92
603-05024	24 INCH REINFORCED CONCRETE END SECTION	1	EA	\$ 1,712.50	\$ 1,712.50
603-05030	30 INCH REINFORCED CONCRETE END SECTION	2	EA	\$ 2,418.75	\$ 4,837.50
603-10180	18 INCH CORRUGATED STEEL PIPE	12	LF	\$ 180.60	\$ 2,167.20
603-50012	12 INCH PLASTIC PIPE	18	LF	\$ 97.24	\$ 1,750.32
603-50015	15 INCH PLASTIC PIPE	36	LF	\$ 108.43	\$ 3,903.48
607-11580	FENCE (TEMPORARY)	424	LF	\$ 5.00	\$ 2,120.00
608-00006	CONCRETE SIDEWALK (6-INCH)	3606	SY	\$ 68.52	\$ 247,083.12
608-00015	DETECTABLE WARNINGS	92	SF	\$ 60.73	\$ 5,587.16
613-01200	2 INCH ELECTRICAL CONDUIT	50	LF	\$ 33.85	\$ 1,692.50
614-72860	PEDESTRIAN PUSH BUTTON	1	EA	\$ 330.00	\$ 330.00
614-72863	PEDESTRIAN PUSH BUTTON POST ASSEMBLY	1	EA	\$ 1,010.00	\$ 1,010.00

BID SCHEDULE - BASE BID (CONTINUED)

CONTRACT ITEM NUMBER	CONTRACT ITEM	APPROX. QUANTITY	UNIT	UNIT COST	TOTAL COST
614-80003	RECTANGULAR RAPID FLASHING BEACON	4	EA	\$ 6,120.00	\$ 24,480.00
614-80311	BARRICADE (TYPE 3 F-A)	1	EA	\$ 202.50	\$ 202.50
620-00020	SANITARY FACILITY	1	EA	\$ 142.50	\$ 142.50
624-20014	12 INCH DRAINAGE PIPE END SECTION	2	EA	\$ 644.90	\$ 1,289.80
624-20017	15 INCH DRAINAGE PIPE END SECTION	4	EA	\$ 644.90	\$ 2,579.60
625-00000	CONSTRUCTION SURVEYING	1	LS	\$ 14,478.13	\$ 14,478.13
626-00000	MOBILIZATION	1	EA	\$ 10,000.00	\$ 10,000.00
627-30410	PREFORMED THERMOPLASTIC PAVEMENT MARKING (XWALK-STOP LINE)	130	SF	\$ 25.55	\$ 3,321.50
630-00007	TRAFFIC CONTROL INSPECTOR	30	DAYS	\$ 192.25	\$ 5,767.50
630-00012	TRAFFIC CONTROL MANAGEMENT	30	DAYS	\$ 1,067.25	\$ 32,017.50
630-00016	CONSTRUCTION TRAFFIC CONTROL	1	LS	\$ 2,212.50	\$ 2,212.50
700-70010	F/A MINOR CONTRACT REVISIONS	1	F/A	\$ 40,000.00	\$ 40,000.00
700-70380	F/A EROSION CONTROL	1	F/A	\$ 5,000.00	\$ 5,000.00

BASE BID TOTAL

\$ 621,829.76

WRITTEN AMOUNT: six hundred twenty one thousand eight hundred twenty nine dollars and 76 cents

B. Bidder acknowledges that:

- Each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and
- Estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 6 - TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 - BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

7.01 Bid Acceptance Period

- A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

7.02 Instructions to Bidders

- A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

7.03 Receipt of Addenda

- A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date
1	July 20, 2022

ARTICLE 8 - BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

8.01 Bidder's Representations

- A. In submitting this Bid, Bidder represents the following:
1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
 2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
 5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
 6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and

performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.

7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

8.02 *Bidder's Certifications*

A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
 - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
 - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
 - c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
 - d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

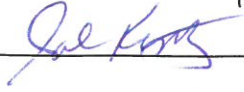
BIDDER hereby submits this Bid as set forth above:

Bidder:

Mountain Constructors, Inc

(typed or printed name of organization)

By:



(individual's signature)

Name:

Joe Kuntz

(typed or printed)

Title:

President

(typed or printed)

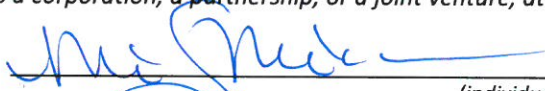
Date:

7/26/22

(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest:



(individual's signature)

Name:

Mindy Miller

(typed or printed)

Title:

Corporate Secretary

(typed or printed)

Date:

7/26/22

(typed or printed)

Address for giving notices:

PO BOX 405, 622 Main Street, Platteville, CO 80651

Bidder's Contact:

Name:

Joe Kuntz

(typed or printed)

Title:

President

(typed or printed)

Phone:

970-785-6161

Email:

bids@mtnconstructors.com

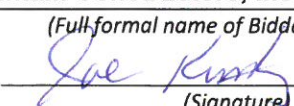
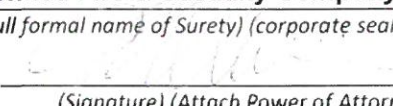
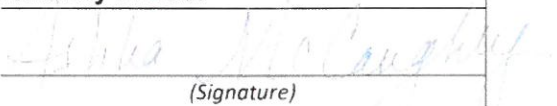
Address:

PO BOX 405, 622 Main Street, Platteville, CO 80651

Bidder's Contractor License No.: (if applicable)

SECTION 00 43 13

BID BOND (PENAL SUM FORM)

Bidder Name: Mountain Constructors, Inc. Address (principal place of business): 622 Main Street Platteville, CO 80651	Surety Name: United Fire & Casualty Company Address (principal place of business): P.O. Box 73909 Cedar Rapids, IA 52407-3909
Owner Name: TOWN OF SEVERANCE Address (principal place of business): 3 S. TIMBER RIDGE PARKWAY P.O. BOX 339 SEVERANCE, COLORADO 80546	Bid Project (name and location): GREAT WESTERN TRAIL CONNECTION SEVERANCE, COLORADO Bid Due Date: JULY 26, 2022
Bond Penal Sum: Five Percent (5%) of the Total Amount Bid Date of Bond: July 25, 2022	
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.	
Bidder Mountain Constructors, Inc. <i>(Full formal name of Bidder)</i> By: <u></u> <i>(Signature)</i> Name: <u>Joe Kuntz</u> <i>(Printed or typed)</i> Title: <u>President</u> Attest: <u></u> <i>(Signature)</i> Name: <u>Mindy Miller</u> <i>(Printed or typed)</i> Title: <u>Corporate Secretary</u>	Surety United Fire & Casualty Company <i>(Full formal name of Surety) (corporate seal)</i> By: <u></u> <i>(Signature) (Attach Power of Attorney)</i> Name: <u>Jessica Jean Rini</u> <i>(Printed or typed)</i> Title: <u>Attorney-in-Fact</u> Attest: <u></u> <i>(Signature)</i> Name: <u>Ashlea McCaughey</u> <i>(Printed or typed)</i> Title: <u>Surety Witness</u>
Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.	



1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
 - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2. All Bids are rejected by Owner, or
 - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the

provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.



UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA
 UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX
 FINANCIAL PACIFIC INSURANCE COMPANY, ROCKLIN, CA
 CERTIFIED COPY OF POWER OF ATTORNEY
 (original on file at Home Office of Company – See Certification)

Inquiries: Surety Department
 118 Second Ave SE
 Cedar Rapids, IA 52401

KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

DONALD E. APPLEBY, SARAH C. BROWN, MARK SWEIGART, TODD BENGFORD, JESSICA JEAN RINI, ASHLEA MCCAUGHEY, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$100,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted is continuous and shall remain in full force and effect until revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted on May 15, 2013, by the Boards of Directors of United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

"Article VI – Surety Bonds and Undertakings"

Section 2, Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

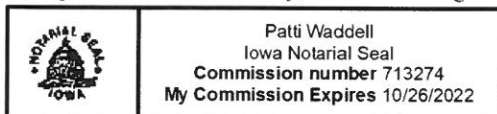
IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 6th day of May, 2015

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

By: *Dennis J. Richmann*
 Vice President

State of Iowa, County of Linn, ss:

On 6th day of May, 2015, before me personally came Dennis J. Richmann to me known, who being by me duly sworn, did depose and say; that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that he knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



Patti Waddell
 Notary Public
 My commission expires: 10/26/2022

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations this 25th day of July, 2022.



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

**COLORADO DEPARTMENT OF TRANSPORTATION
ANTI-COLLUSION AFFIDAVIT**

PROJECT NO. TAP M192-002 & MTF M192-003
23639 & 23948

LOCATION

Town of Severance - Great Western Trail Connection

I hereby attest that I am the person responsible within my firm for the final decision as to the price(s) and amount of this bid or, if not, that I have written authorization, enclosed herewith, from that person to make the statements set out below on his or her behalf and on behalf of my firm.

I further attest that:

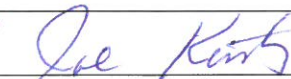
1. The price(s) and amount of this bid have been arrived at independently, without consultation, communication or agreement for the purpose or with the effect of restricting competition with any other firm or person who is a bidder or potential prime bidder.
- 2A. Neither the price(s) nor the amount of this bid have been disclosed to any other firm or person who is a bidder or potential prime bidder on this project, and will not be so disclosed prior to bid opening.
- 2B. Neither the prices nor the amount of the bid of any other firm or person who is a bidder or potential prime bidder on this project have been disclosed to me or my firm.
- 3A. No attempt has been made to solicit, cause or induce any firm or person who is a bidder or potential prime bidder to refrain from bidding on this project, or to submit a bid higher than the bid of this firm, or any intentionally high or non-competitive bid or other form of complementary bid.
- 3B. No agreement has been promised or solicited for any other firm or person who is a bidder or potential prime bidder on this project to submit an intentionally high, noncompetitive or other form of complementary bid on this project.
4. The bid of my firm is made in good faith and not pursuant to any consultation, communication, agreement or discussion with, or inducement or solicitation by or from any firm or person to submit any intentionally high, noncompetitive or other form of complementary bid.
5. My firm has not offered or entered into a subcontract or agreement regarding the purchase or sale of materials or services from any firm or person, or offered, promised or paid cash or anything of value to any firm or person, whether in connection with this or any other project, in consideration for an agreement or promise by any firm or person to refrain from bidding or to submit any intentionally high, noncompetitive or other form of complementary bid or agreeing or promising to do so on this project.
6. My firm has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any firm or person, and has not been promised or paid cash or anything of value by any firm or person, whether in connection with this or any other project, in consideration for my firm's submitting any intentionally high, noncompetitive or other form of complementary bid, or agreeing or promising to do so, on this project.
7. I have made a diligent inquiry of all members, officers, employees, and agents of my firm with responsibilities relating to the preparation, approval or submission of my firm's bid on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, or other conduct inconsistent with any of the statements and representations made in this affidavit.
8. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as a fraudulent concealment from the Colorado Department of Transportation, of the true facts relating to submission of bids for this contract.

I DECLARE UNDER PENALTY OF PERJURY IN THE SECOND DEGREE, AND ANY OTHER APPLICABLE STATE OR FEDERAL LAWS, THAT THE STATEMENTS MADE ON THIS DOCUMENT ARE TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE.

Contractor's firm or company name

Mountain Constructors, Inc

By



Date

7/25/22

Title

President

2nd contractor's firm or company name. (If joint venture.)

By

Date

Title

Sworn to before me this

26th

day of,

July

20 22

Notary Public

My commission expires

12/20/23

Mindy Lee Miller

NOTARY PUBLIC

STATE OF COLORADO

NOTARY ID# 20194047484

MY COMMISSION EXPIRES 12/20/2023

NOTE: This document must be signed in ink.

BIDDERS LIST

Subcontractors/Suppliers/Vendors: The bidder must list all firms seeking to participate on the contract. This information is used by the Colorado Department of Transportation (CDOT) to determine overall goals for the Disadvantaged Business Enterprise Program. Failure to submit this form may result in the proposal being rejected.

[illegible]

Name	Signature/Initials	Title	Date
Joe Kuntz		President	7/26/22

21. *Cleaning, Demolition, Excavation and Earthwork*
22. *Engineering and Surveying Services*
23. *Public Relations and Involvement*
24. *Piles and Deep Foundations*
25. *Waste Management and Recycling*
26. *Site Clean Up*
27. *Mechanical and HVAC*
28. *Tunnel Construction*
29. *Profiling and Grinding*
30. *Environmental Health and Safety*

CDOT Form #1413 12/16

Bidder:	Mountain Constructors, Inc.	Project:	TAP M192-002 & MTF M192-003
Contact:	Joe Kuntz	Project Code:	23639 & 23948
Phone:	970-785-6161	Date of Proposal:	7/26/2022
Email:	bids@mtnconstructors.com	Contract Goal:	7.50%
Preferred Contact Method:	email	Region:	4

[illegible]

Total Eligible Participation	47005
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Total Bid Amount	621,829.76
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Total Eligible Participation Percentage	#DIV/0!
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This section must be signed by an individual with the authority to bind the Bidder. By signing this form, as an authorized representative of the Bidder, you declare under penalty of perjury in the second degree and any other applicable state or federal laws that the statements made in this document are true and complete to the best your knowledge. Further, you attest that you have read the Standard Special Provision Disadvantaged Business Enterprise Requirements and understand the following:

CDOT shall not award a contract until it has been determined that the contract goal has been met or that you have otherwise demonstrated good cause. Once your proposal has been submitted, commitments may not be modified or terminated without the approval of CDOT. If selected as the lowest apparent bidder, you shall submit a Form 1415 for each commitment listed above. If you have not met the contract goal, you will also be required to submit documentation of all good faith efforts to meet the contract goal.

It is your responsibility to ensure that the selected DBEs are certified for the work to be performed and that their eligible participation has been properly counted. For additional information and instructions on calculating eligible participation, see the Standard Special Provision Disadvantaged Business Enterprise Requirements.

Joe Kuntz	President		4/2/2020
Name	Title	Signature	Date

This form must be submitted by the proposal deadline. For CDOT projects, submit to cdot_hq_dbeforams@state.co.us.



COLORADO
Department of Transportation
Office of the Chief Engineer

Civil Rights & Business Resource Center
2829 W. Howard Place, Ste. 139
Denver, CO 80204-2305

NOTIFICATION OF PREQUALIFICATION

October 19, 2021

Mountain Constructors Inc
P.O. BOX 405
622 MAIN STREET
PLATTEVILLE, CO 80651-0405

Limit Amount: \$10 million
Vendor ID: 360A

Reference is made to your application for registration as a qualified bidder on Colorado Highway work, dated October 19, 2021. Your file has been reviewed and determined to be complete. Based on the financial information and experience contained in your application, your firm is allowed to submit bids up to \$10 million.

Bids from a general contractor will be received subject to any limitation stated above, and with due consideration to the amount of work presently under contract, past performance on highway contracts, and the contractor's financial status at the time of bidding. It is further understood that the bidder has available the staff and equipment adequate for any project on which a bid is submitted; that the contractor's staff and equipment will be available to undertake the work on which bids are currently made, promptly after award of contract; and that the work will be carried on expeditiously and under proper supervision.

This notice supersedes all previous notices. This prequalification will expire on 10/31/2022. You must file a new application 17 days prior to that time to remain current. It is the contractor's sole responsibility to obtain and file the necessary forms each year prior to expiration. Renewals can now be made online at <https://cdot.dbesystem.com>.

Regards,

Darrell Wells
Contract Administrator III

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,

MOUNTAIN CONSTRUCTORS, INC.

is a

Corporation

formed or registered on 11/03/1982 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 19871496362 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 07/19/2022 that have been posted, and by documents delivered to this office electronically through 07/20/2022 @ 08:59:09 .

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 07/20/2022 @ 08:59:09 in accordance with applicable law. This certificate is assigned Confirmation Number 14174270 .



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."



EEO POLICY AND GRIEVANCE PROCEDURES

I. STATEMENT OF COMPLIANCE

The management of Mountain Constructors, Inc. is committed to equal employment opportunity and a policy of affirmative action to reach stated goals and objectives. This affirmative action plan is an integral part of our company's commitment to increase the number and percentage of minorities and female employees whenever underutilization exists.

II. POLICY STATEMENT

It is the policy of Mountain Constructors, Inc. to provide equal employment opportunity to all people, without regard to race, color, religion, sex, age, national origin, disability, or status as a veteran, and to promote the full realization of this policy through a positive, continuing process.

III. RESPONSIBILITY FOR IMPLEMENTAION

The implementation of Company policy shall be the responsibility of all personnel, supervisory and non-supervisors. Joe Kuntz is the appointed Equal Employment Opportunity Officer for the Company and has the overall responsibility for implementing and monitoring compliance of the Affirmative Action Program.

IV. GRIEVANCE PROCEDURES

If an employee feels he/she has been subjected to discriminatory practices, he/she is encouraged to follow the steps outlined below to seek resolution:

1. The employee should contact his/her immediate supervisor with concerns.
2. The supervisor is required to write a report summarizing the problem and the steps taken to resolve the problem.
3. If the employee does not feel the problem was resolved as a result of the above step, he/she is encouraged to contact upper management and the Company EEO Officer.
4. The EEO Officer will investigate the problem and relay finding to upper management and to the employee along with stating the necessary steps to be taken to ensure resolution of the problem.
5. If the employee does not feel the problem was resolved as a result of the EEO Officer's involvement, he/she is encouraged to contact the Equal Employment Opportunity Commission or the Colorado Division of Civil Rights.



Continuity Plan for Mountain Constructors, Inc.

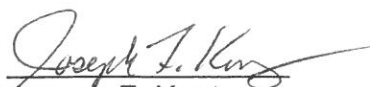
As of March 11, 2022

Mountain Constructors, Inc. (MCI) Ownership.

- Joseph Kuntz Sr. 100% Ownership

Immediate Plan of Continuity.

- Mindy Miller, Corporate Secretary/Vice President of Finance, has full authority to sign contracts and to conduct the business of MCI. Mindy has full check writing authority.
- Employees of MCI are committed to and capable of completing all projects that are under contract. The funds available to continue with operations would be any revenue generated from our work and from the life insurance proceeds.
- Joseph's daughter, Andrea N. Draper, is the Executor of his estate with Power of Attorney and will be able to act and conduct business on behalf of Joseph. She has full authority to make any decisions regarding the continuity of MCI whether it would be sold, liquidated or continue under the management team she would put in place.


Joseph F. Kuntz
President/Owner


Mindy Miller
Vice President - Finance
Corporate Secretary



Reference Jobs

Job Number	Project Owner	PROJECT NAME	FINAL CONTRACT AMOUNT	COMPLETION DATE
219-1495	City of Evans	EVANS - 31ST STREET ACCESS	\$752,840.63	1/31/2020
220-0206	CDOT	CDOT - ESTES US34 & MACGREGOR	\$1,845,913.37	8/31/2020
220-0408	City of Greeley	GREELEY - CENTER PLACE TURN	\$602,568.95	12/14/2020
220-1317	City of Loveland	Loveland - N. Wilson Ave	\$417,805.00	8/10/2021



WORK ON HAND AS OF July 26th, 2022

PROJECT NAME	CONTRACT PRICE	ESTIMATED DATE OF COMPLETION	PERCENT COMPLETE
CDOT- Cameron Peak Culvert	\$769,386.25	8/31/2022	75%
Fort Collins - Timberline Underpass & Mail Creek Ditch Improvements	\$2,726,593.00	8/31/2022	90%
Lyons - 4th Ave Ped Bridge & Connections SRTS	\$784,570.25	8/31/2022	80%
Platteville - South Front Street	\$570,860.08	7/31/2022	95%
Ft. Morgan 2022 HBP Paving& Surface Treatment	\$198,670.76	10/1/2022	25%
CDOT - HWY 392 & CR55	\$174,037.00	Not Started	0%
Evans - 23rd Ave Widening	\$2,481,190.00	Not Started	0%
Fort Collins - Castlerock Phase 2	\$610,439.00	Not Started	0%
Platteville - Buck Rake Blvd	\$405,913.00	Not Started	0%
Total	\$8,721,659.34		



Grant Money Projects

Job Number	Project Owner	PROJECT NAME	FINAL CONTRACT AMOUNT	COMPLETION DATE
220-1317	City of Loveland	Loveland - N. Wilson Ave	\$417,805.00	8/10/2021
219-0375	Boulder County	BOULDER CTY - WARD OVERLAY	\$1,678,924.62	9/10/2020
222-0137	City of Lyons	4th Ave Ped Bridge and Concetion SRTS	\$863,027.00	In Progress

SECTION 00 52 13

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

This Agreement is by and between **TOWN OF SEVERANCE** ("Owner") and **MOUNTAIN CONSTRUCTORS, INC.** ("Contractor").

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

ARTICLE 1 -- WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

THE PROJECT INCLUDES REMOVALS, EARTHWORK, GRADING AND THE PLACEMENT OF AN 8 AND 10 FOOT WIDE CONCRETE WALK WITHIN TOWN OF SEVERANCE RIGHT OF WAY, ALONG THE GREAT WESTERN TRAIL AND WITHIN SEVERANCE COMMUNITY PARK. THE PROJECT ALSO INCLUDES THE INSTALLATION OF STORM DRAINAGE FACILITIES.

ARTICLE 2 -- THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows:

GREAT WESTERN TRAIL CONNECTION

ARTICLE 3 -- ENGINEER

3.01 The Owner has retained **COLORADO CIVIL GROUP, INC.** ("Engineer") to act as Owner's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.

3.02 The part of the Project that pertains to the Work has been designed by **Colorado Civil Group, Inc.**

ARTICLE 4 -- CONTRACT TIMES

4.01 *Time is of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Dates*

A. The Work will be substantially complete on or before **DECEMBER 16, 2022**, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before **DECEMBER 31, 2022**.

4.04 *Milestones*

- A. Parts of the Work must be substantially completed on or before the following Milestone(s):
1. Milestone 1 **NOT APPLICABLE.**

4.05 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
1. *Substantial Completion:* Contractor shall pay Owner **\$500.00** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
 2. *Completion of Remaining Work:* After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner **\$500.00** for each day that expires after such time until the Work is completed and ready for final payment.
 3. *Milestones:* Contractor shall pay Owner **\$500.00** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of Milestone 1, until Milestone 1 is achieved, or until the time specified for Substantial Completion is reached, at which time the rate indicated in Paragraph 4.05.A.1 will apply, rather than the Milestone rate.
 4. Liquidated damages for failing to timely attain Milestones, Substantial Completion, and final completion are not additive, and will not be imposed concurrently.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

ARTICLE 5 -- CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:
- A. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6 -- PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the **15th** day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.
 - a. **95** percent of the value of the Work completed (with the balance being retainage).
 - 1) If 50 percent or more of the Work has been completed, as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
 - b. **100** percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to **100** percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less **100** percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

6.04 *Consent of Surety*

- A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

6.05 *Interest*

- A. All amounts not paid when due will bear interest at the rate of **2.0** percent per annum.

ARTICLE 7 -- CONTRACT DOCUMENTS

7.01 *Contents*

- A. The Contract Documents consist of all of the following:
1. This Agreement.
 2. Bonds:

- a. Performance bond (together with power of attorney).
 - b. Payment bond (together with power of attorney).
- 3. General Conditions.
- 4. Supplementary Conditions.
- 5. Specifications, Project Special Provisions and Standard Special Provisions as listed in the table of contents of the project manual (copy of list attached).
- 6. Drawings (not attached but incorporated by reference) consisting of **56** sheets with each sheet bearing the following general title: **GREAT WESTERN TRAIL CONNECTION.**
- 7. Addenda (numbers **[1]** to **[1]**, inclusive).
- 8. Exhibits to this Agreement (enumerated as follows):
 - a. **Section 00 41 00 Bid Form for Construction Contract**
 - b. **Geotechnical Engineering Report**
- 9. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8 -- REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 Contractor's Representations

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
 - 1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
 - 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - 3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - 4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.

5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or “track changes” (redline/strikeout), or in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

Owner:

Contractor:

TOWN OF SEVERANCE

(typed or printed name of organization)

(typed or printed name of organization)

By:

(individual's signature)

By:

(individual's signature)

Date:

(date signed)

Date:

(date signed)

Name:

(typed or printed)

Name:

(typed or printed)

Title:

(typed or printed)

Title:

(typed or printed)

(If [Type of Entity] is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

(individual's signature)

Attest:

(individual's signature)

Title:

(typed or printed)

Title:

(typed or printed)

Address for giving notices:

Address for giving notices:

Designated Representative:

Name:

(typed or printed)

Designated Representative:

Name:

(typed or printed)

Title:

(typed or printed)

Title:

(typed or printed)

Address:

Address:

Phone:

Phone:

Email:

Email:

(If [Type of Entity] is a corporation, attach evidence of authority to sign. If [Type of Entity] is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

License No.:

(where applicable)

State:

EXHIBIT "A"

June 18, 2021

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REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

Attached is Form FHWA 1273 titled *Required Contract Provisions Federal-Aid Construction Contracts*. As described in Section I. General, the provisions of Form FHWA 1273 apply to all work performed under the Contract and are to be included in all subcontracts with the following modification:

For TAP (Transportation Alternatives Program) funded Recreational Trails projects, Section I (4) regarding convict labor and all of Section IV of the FHWA 1273 do not apply.

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

FHWA-1273 -- Revised May 1, 2012

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's

immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from

the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker,

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and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the

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work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. **Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. **Apprentices and Trainees (programs of the U.S. DOT).**

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to

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work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work

required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

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VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.
2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).
3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any

false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

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b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended,

debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or

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estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contractor). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each

participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or

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FEDERAL-AID CONSTRUCTION CONTRACTS**

attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the

July 29, 2022

Mr. Abdul Barzak
Town Planner
Town of Severance
3 South Timber Ridge Parkway
PO Box 339
Severance, CO 80546

Re: GREAT WESTERN TRAIL CONNECTION – CONSTRUCTION MANAGEMENT
TOS Project No: P-2103 GREAT WESTERN TRAILS
CCG Project No: 0042.0500.04

Dear Mr. Barzak,

This letter serves as our proposal for the Town of Severance GREAT WESTERN TRAIL CONNECTION – CONSTRUCTION MANAGEMENT project. We have prepared this proposal based on previous discussions, correspondence, and previous experience on similar Local Agency construction projects.. The proposal includes the scope of work to be performed by Colorado Civil Group, Inc. (CCG) and our sub-consultant Empire Management Inc. A proposal budget worksheet is attached as Exhibit A.1. This proposal includes the following tasks:

SCOPE OF WORK

A CONSTRUCTION MANAGEMENT

During construction, CCG will be available to provide construction management and support services which includes the following tasks:

1. CCG will perform construction project management services including construction meetings, coordination with contractor, management services for the CDOT process, complete final project documentation, and coordination with the Town and CDOT . This effort has been assumed at eight (8) hours per week for a sixteen (16) week project duration.

B ENGINEERING SUPPORT

During construction, CCG will be available to provide engineering and support services which includes the following tasks.

1. Material Submittal/Shop Drawing Review/Coordination: CCG will review and process the project submittals from the Contractor, and coordinate with the Town of Severance and Inspector.
2. Engineering Support – Includes responding to general design and engineering questions during construction, and coordination with inspector on any field issues as they may arise.
3. Record Drawing Preparation/Submittal - After the completion of the project, CCG will prepare the record drawings for the project.

C CONSTRUCTION INSPECTION

During construction, Empire Management Inc. (EMI) will perform construction inspection and management services, as required, which include the following tasks:

- a) Video and photo document the existing project conditions and roadways in the construction area prior to construction.
- b) Construct project binders for all project forms to be kept on site.
- c) Assist the PE with Insuring that all required submittals are received for approval prior to being incorporated into the work. Including but not limited to 205's, civil rights / EEO compliance, OJT compliance, CTR's, COC's, Buy America requirements, material sources and mix designs.
- d) Attend any Pre- Construction Conferences. EMI would be available to prepare for and conduct this conference if directed by the PE.
- e) Provide an experienced well-qualified construction manager on site daily to monitor and inspect all work activity to be in compliance with the plans and specifications.
- f) Perform Daily Traffic Control Review.
- g) Provide daily logs including diaries, Inspectors progress reports, time counts, Form 7's and photo documentation.
- h) Monitor the contractors EEO compliance by checking certified payrolls and conducting monthly employee interviews.
- i) Prepare and submit monthly progress reports.
- j) Assist the PE with preparing change orders including any FA analysis as needed.
- k) Monitor the contractors bar chart schedule and review interim and final pay applications for the PE's approval
- l) Coordinate, Monitor and review all QC / QA testing
- m) Check and confirm the completion of final materials documentation, including but not limited to forms 250, 379 and letter of materials certification for the PE's approval.
- n) Monitor Contractors compliance with the project SWMP and de-watering discharge permits
- o) Assist the PE with the Town's responsibility in the stormwater permit process with CDPHE in creating the facility and application using the States' CEOS system.
- p) Attend any weekly (or as needed) progress/planning meetings. EMI would be available to prepare for and conduct these meetings if directed by the PE.
- q) Communicate with the PE any issues concerning, adjacent property owners, businesses, public information and affected utilities
- r) Maintain Communications concerning construction activities with the PE.
- s) Prepare punch lists, monitor punch list completions, and attend final walk thru inspections.
- t) Monitor and confirm the completion of the Contractor compliance with as built plans.

The above tasks include the following assumptions:

- a) 10 hours of Preconstruction time for documenting existing conditions, preparation of project binders and pay quantity documentation program, attending preconstruction conferences and review of plans and specifications to familiarize.

- b) 90 days @ 5 hours a day during active construction for monitoring and inspecting the work. Scheduling and monitoring materials testing. Compiling documentation and reporting.
- c) 20 hours over a 4-week period to monitor punch list progress and complete final project documentation.

PROPOSAL SUMMARY

A proposal fee summary is included with this letter (Exhibit A.1) which is summarized below:

CONSTRUCTION MANAGEMENT	\$ 18,560.00
ENGINEERING SUPPORT	\$ 15,660.00
CONSTRUCTION INSPECTION	\$ 43,200.00
REIMBURSABLES	\$ <u>750.00</u>
PROPOSAL TOTAL	\$ 78,170.00

The proposal for this project will be an hourly rate not to exceed **\$78,170.00**. We have also attached our 2022 Summary of Fees (Exhibit A.2) and proposal from Empire Management Inc. (Exhibit A.3) for your reference, which our proposal is based on.

We appreciate the opportunity to present this proposal for the GREAT WESTERN TRAIL CONNECTION – CONSTRUCTION MANAGEMENT project. Please do not hesitate to call us if you have any comments or questions. We look forward to hearing from you.

Sincerely,

COLORADO CIVIL GROUP, INC.



Sharlene A. Shadowen, PE

Exhibit A.1
Proposal Fee Summary



COLORADO CIVIL GROUP, INC.
TOWN OF SEVERANCE
GREAT WESTERN TRAIL CONNECTION
CONSTRUCTION MANAGEMENT

EXHIBIT A.1

PROPOSAL FEE SUMMARY

ITEM NO.	TASK DESCRIPTION	NAME	UNIT	QUANTITY	RATE	FEE SUBTOTAL
A	CONSTRUCTION MANAGEMENT					
1	Project Management (16 weeks)	SAS	HR	128	\$145.00	\$18,560.00
	A - SUBTOTAL			128		\$18,560.00
B	ENGINEERING SUPPORT					
1	Material Submittal/Shop Drawing Review/Coordination	SAS	HR	24	\$145.00	\$3,480.00
2	Engineering Support	SAS	HR	60	\$145.00	\$8,700.00
3	Record Drawing Preparation/Submittal	SAS	HR	24	\$145.00	\$3,480.00
	B - SUBTOTAL			108		\$15,660.00
C	CONSTRUCTION INSPECTION (EMPIRE MANAGEMENT INC)					\$43,200.00
D	REIMBURSABLES					\$750.00

PROPOSAL TOTAL \$78,170.00

Exhibit A.2
2022 Summary of Fees

EMPLOYEE	INITIALS	POSITION	RATE (\$/HR)
Haley A Gehler	HAH	Project Engineer	\$98.00
Lindsey J Green	LJG	Project Engineer	\$125.00
David A Huwa	DAH	Project Manager	\$140.00
Ed J Jansury	EJJ	Project Manager	\$135.00
David B Lindsay	DBL	President	\$140.00
Amber K Messersmith	AKM	Project Engineer	\$124.00
Chris E Messersmith	CEM	Project Manager	\$140.00
Marcy Olson	MFO	Admin	\$40.00
Glenn A Parr	GAP	Project Engineer	\$111.00
Sharlene A Shadowen	SAS	Project Manager	\$145.00

REIMBURSABLES	
Mileage	\$0.60 / mi
Copies (standard in-house)	Labor Rate
Copies (standard out-sourced)	Cost + 5%
Copies (24x36 in-house)	Labor Rate
Copies (24x36 out-sourced)	Cost + 5%
Miscellaneous Expense	Cost + 5%
Sub-Consultants	Cost

Exhibit A.3
Proposal from Empire Management Inc.

EMPIRE MANAGEMENT INC.
MANAGING CONSULTANTS
P.O. BOX 7447 • LOVELAND, CO 80537
LOVELAND: (970) 667-5155
FAX: (970) 667-3198

May 5, 2022

Sharlene Shadowen, P.E.
Colorado Civil Group, Inc.
22204 Hoffman Drive
Loveland, CO 80538

Dear Sharlene Shadowen,

Empire Management is pleased to provide to you this proposal of scope and fee for Construction management / Inspection services for the Great Western Trail Project MTF M192-002 & M192-003

The following services will be provided within this proposal:

- Video and photo document the existing project conditions and roadways in the construction area prior to construction
- Construct project binders for all project forms to be kept on site.
- Assist the PE with Insuring that all required submittals are received for approval prior to being incorporated into the work. Including but not limited to 205's, civil rights / EEO compliance, OJT compliance, CTR's, COC's, Buy America requirements, material sources and mix designs.
- Attend any Pre- Construction Conferences. We would be available to prepare for and conduct this conference if directed by the PE
- Provide an experienced well-qualified construction manager on site daily to monitor and inspect all work activity to be in compliance with the plans and specifications.
- Perform Daily Traffic Control Review
- Provide daily logs including diaries, Inspectors progress reports, time counts, Form 7's and photo documentation
- Monitor the contractors EEO compliance by checking certified payrolls and conducting monthly employee interviews
- Prepare and submit monthly progress reports.
- Assist the PE with preparing change orders including any FA analysis as needed.
- Monitor the contractors bar chart schedule and review interim and final pay applications for the PE's approval
- Coordinate, Monitor and review all QC / QA testing
- Check and confirm the completion of final materials documentation, including but not limited to forms 250, 379 and letter of materials certification for the PE's approval.
- Monitor Contractors compliance with the project SWMP and de-watering discharge permits
- Assist the PE with the City's responsibility in the stormwater permit process with CDPHE in creating the facility and application using the States' CEOS system.
- Attend any weekly (or as needed) progress/planning meetings. We would be available to prepare for and conduct these meetings if directed by the PE
- Communicate with the PE any issues concerning, adjacent property owners, businesses, public information and affected utilities
- Maintain Communications concerning construction activities with the PE.
- Prepare punch lists, monitor punch list completions and attend final walk thru inspections.
- Monitor and confirm the completion of the Contractor compliance with as built plans.

Our services would be billed at an hourly rate of \$90.00 per hour rounded to the nearest ¼ hour.



Base on the following assumptions we would commit to an amount not to exceed of \$43,200.00

- 10 hours of Preconstruction time for documenting existing conditions, construction of project binders and pay quantity documentation program, attending preconstruction conferences and review of plans and specifications to familiarize.
- 90 days @ 5 hours a day during active construction for monitoring and inspecting the work. Scheduling and monitoring materials testing. Compiling documentation and reporting.
- 20 hours over a 4-week period to monitor punch list progress and complete final project documentation.

We sincerely hope this quotation meets with your approval and that it includes the needed information you desire. We would be very pleased to complete this work for you and we look forward to speaking with you further.

Sincerely,

Jon Erickson
Vice President
Project Manager



1901 Sharp Point Drive, Suite C
Fort Collins, Colorado 80525
P (970) 484-0359
Terracon.com

July 29, 2022

Town of Severance
3 South Timber Ridge Parkway
Severance, CO 80546

Attn: Mr. Abdul Barzak
E: sshadowen@ccginc.us (care of Colorado Civil Group - Sharlene Shadowen)

Re: Proposal for Materials Testing Services
Great Western Trail Connection
Northwest of the intersection of County Road 72 and County Road 23
Severance, Weld County, Colorado
Terracon Proposal No. P20221046

Dear Mr. Barzak:

Terracon Consultants, Inc. (Terracon) appreciates the opportunity to submit this proposal to provide construction materials quality assurance testing services for the Great Western Trail Connection project. Our proposal includes a description of the project information, our proposed scope of services, estimated quantities, unit rates, and a total estimated fee for our services.

1.0 PROJECT INFORMATION

Our understanding of the required construction materials quality assurance testing services for this project is based upon information provided by your firm, our experience with other projects of this type, and the following information:

- Construction Plans by Colorado Civil Group dated 06/30/2022.

Pertinent project information is summarized below:

Item	Description
Location	The project is northwest of the intersection of County Road (CR) 72 and CR 23, through Severance Community Park in Severance, Weld County, Colorado.
Project Description	We understand the project will consist of construction of an 8-foot to 10-foot-wide concrete bikeway approximately 3,900 feet in length. The concrete will be 6 inches thick. Bikeway subgrade will be a 6-inch-thick layer of aggregate base course on native soils or embankment fill.

2.0 SCOPE OF SERVICES

Terracon proposes to provide materials testing services as summarized below:

Item	Description
Earthwork	Terracon will obtain samples for laboratory tests and perform in-place field density testing for aggregate base course and embankment fill placement.
Concrete	During concrete placements, sampling and testing will be performed by Terracon for the concrete used for the bikeway paving and other site flatwork. The concrete will be sampled and tested for slump, air content, unit weight, and temperature at the time of placement. Testing will be performed in general accordance with project plans and specifications. ■ Cast 1 set of 5 (4-inch by 8-inch) cylinders for each 150 cubic yards or fraction thereof placed per day. ■ Test concrete cylinders for compressive strength at 7 days (1 cylinder) and 28 days (3 cylinders); one cylinder will be held for 56-day testing if the concrete does not achieve the specified strength at 28 days.
Project Management	A project manager will be assigned to the project to review the daily activity and assist in scheduling the work. Field and laboratory tests will be reviewed prior to final submittal. The project manager will be responsible for the project budget, communicating with the contractor regarding schedule, deviations, and documenting the resolution of outstanding deviations. To help create a good working relationship with the contractor and for the contractor to better understand our scope of work for the project, we request that Terracon be invited to preconstruction meetings prior to each phase of construction.

Commitment to Timely Report Turnaround: We understand the importance of report turnaround to our clients and we are committed to delivering test results on a timely basis as well as the following reporting standards:

- Failing tests or non-conformance items will be communicated to the designated parties prior to leaving the site and handwritten draft reports are available at the end of each day.
- Final reports with non-conformances (Deviation Reports) will be provided within 24 hours of testing.
- Final reports without non-conformances will be provided within five business days.
- Final laboratory test reports will be provided within two days of test completion.

Terracon Field Representative: In addition to the above services, our field personnel will provide the following services during their visit:

- Check in with the project general superintendent upon arrival on-site.
- Confirm that current approved construction documents are available during our visit.

Proposal for Materials Testing Services

Great Western Trail Connection ■ Severance, Colorado

July 29, 2022 ■ Terracon Proposal No. P20221046



- Notify the general contractor of our field observations and test results prior to leaving the site.
- Submit a draft report to the Terracon project manager for review.
- Our field personnel have the right to decline work if they believe the conditions are not safe.

Scheduling of Services: We understand the client may not be involved with scheduling our services; this is typically the responsibility of the general contractor. We request the following information be passed on to whom will be responsible for scheduling our services.

- Scheduling testing services must be requested 24 hours in advance.
- Scheduling is performed through our dispatcher by calling (970) 658-4405.
- Cancellation of services should be done prior to a Terracon representative mobilizing to the project. Failure to do so will result in a cancellation fee.
- Terracon will not be responsible for tests that are not performed due to a failure to schedule our services on the project.
- Testing and observations will only determine compliance with project specifications at the test locations, at the time our services are performed.

3.0 COMPENSATION

Based on the project information available for our review, our time and materials estimated budget to perform the proposed scope of services is \$10,960. A summary of our unit rates, estimated quantities, and the resulting costs is included on the attached Fee Estimate. Fees for services provided will be based on the unit rates shown in that exhibit. Please note that this is only a budget estimate and not a not-to-exceed price. Any additional out of scope items will be performed within accordance with our current fee schedule.

Many factors, including those out of our control, such as weather and the contractor's schedule including overtime and weekend work, and the need for re-testing will dictate the final fee for our services. We will not exceed our budget without first notifying you and providing a summary of work performed to date and remaining work. We will track the costs of re-testing, stand-by time, and cancellations separately.

For purposes of our proposal, overtime is defined as all hours in excess of 8 hours per day, services performed between the hours of 6PM and 6AM, Saturday, Sunday and Terracon recognized Holidays. Overtime rates will be 1.5 times the hourly rate quoted. All charges are portal to portal.

4.0 ASSUMPTIONS

- We have assumed that contractors on the site will work a single shift, typical schedule of 5 days per week.

Proposal for Materials Testing Services

Great Western Trail Connection ■ Severance, Colorado

July 29, 2022 ■ Terracon Proposal No. P20221046



- An out-of-scope charge at the applicable unit rate will be applied for all stand-by time and/or time spent on activities which are not cancelled with prior notice.

5.0 AUTHORIZATION

This proposal may be accepted by fully executing and returning the attached Agreement for Services. Please be aware that we will be unable to distribute field and laboratory reports until a signed contract is received. This proposal is valid only if authorized within 45 days from the proposal date.

We appreciate the opportunity to provide this proposal and look forward to working with you. Please give us a call if you have any questions or comments regarding this proposal.

Sincerely,

TERRACON CONSULTANTS, INC.

A handwritten signature in blue ink, appearing to read 'E.A. Buol', is written over the company name.

Eric A. Buol
Senior Project Manager

Ross C. Hambourger
Materials Department Manager / APR

Copies to: CCG – Sharlene Shadowen

Enclosures: Fee Estimate
Agreement for Services

FEE ESTIMATE

Construction Materials Testing Services
Great Western Trail Connection
Terracon Proposal No. P20221046

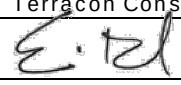
Service	Rate	Quantity	Units	Trips/Events	Total Quantity	Cost
Earthwork (Items 203, 304, and 306)						
Engineering Technician	\$80.00	3	hours/trip	8	24	\$1,920.00
Standard Proctor Test	\$180.00	2	each		2	\$360.00
Modified Proctor Test	\$220.00	1	each		1	\$220.00
Sieve Analysis	\$150.00	3	each		3	\$450.00
Vehicle Charge	\$20.00	11	round trip		11	\$220.00
Report Fee	\$50.00	11	each		11	\$550.00
Subtotal						\$3,720.00
Concrete Testing (Item 608)						
Engineering Technician	\$80.00	3	hours/trip	10	30	\$2,400.00
Engineering Technician - cylinder pick-ups	\$80.00	1.5	hours/trip	10	15	\$1,200.00
Concrete Cylinders - Compressive Strength	\$25.00	5	cylinders/set	10	50	\$1,250.00
Vehicle Charge	\$20.00	20	round trip		20	\$400.00
Report Fee	\$50.00	10	each		10	\$500.00
Subtotal						\$5,750.00
Project Management / Engineering						
Project Engineering	\$165.00	2	hours		2	\$330.00
Project Manager	\$145.00	8	hours		8	\$1,160.00
Subtotal						\$1,490.00
TOTAL						\$ 10,960.00

AGREEMENT FOR SERVICES

This AGREEMENT is between Town of Severance ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the Great Western Trail Connection project ("Project"), as described in Consultant's Proposal dated 07/29/2022 ("Proposal"), including but not limited to the Project Information section, unless the Project is otherwise described in Exhibit A to this Agreement (which section or Exhibit is incorporated into this Agreement).

1. **Scope of Services.** The scope of Consultant's services is described in the Proposal, including but not limited to the Scope of Services section ("Services"), unless Services are otherwise described in Exhibit B to this Agreement (which section or exhibit is incorporated into this Agreement). Portions of the Services may be subcontracted. Consultant's Services do not include the investigation or detection of, nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. If Services include purchase of software, Client will execute a separate software license agreement. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.
2. **Acceptance/ Termination.** Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party. Either party may terminate this Agreement or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the Project.
3. **Change Orders.** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.
4. **Compensation and Terms of Payment.** Client shall pay compensation for the Services performed at the fees stated in the Proposal, including but not limited to the Compensation section, unless fees are otherwise stated in Exhibit C to this Agreement (which section or Exhibit is incorporated into this Agreement). If not stated in either, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Fees do not include sales tax. Client will pay applicable sales tax as required by law. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney fees. Consultant may suspend Services for lack of timely payment. It is the responsibility of Client to determine whether federal, state, or local prevailing wage requirements apply and to notify Consultant if prevailing wages apply. If it is later determined that prevailing wages apply, and Consultant was not previously notified by Client, Client agrees to pay the prevailing wage from that point forward, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. Client also agrees to defend, indemnify, and hold harmless Consultant from any alleged violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including the payment of any fines or penalties.
5. **Third Party Reliance.** This Agreement and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties other than those who have executed Consultant's reliance agreement, subject to the prior approval of Consultant and Client.
6. **LIMITATION OF LIABILITY. CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF \$25,000 OR CONSULTANT'S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. PRIOR TO ACCEPTANCE OF THIS AGREEMENT AND UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION IN THE FORM OF A SURCHARGE TO BE ADDED TO THE AMOUNT STATED IN THE COMPENSATION SECTION OF THE PROPOSAL. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE PROFESSIONAL LIABILITY INSURANCE COVERAGE, CAUSE(S), OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.**
7. **Indemnity/Statute of Limitations.** Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of Consultant's Services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of Services on the project.
8. **Warranty.** Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. **EXCEPT FOR THE STANDARD OF CARE PREVIOUSLY STATED, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
9. **Insurance.** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance (\$1,000,000); (ii) commercial general liability insurance (\$2,000,000 occ / \$4,000,000 agg); (iii) automobile liability insurance (\$2,000,000 B.I. and P.D. combined single limit); and (iv) professional liability insurance (\$1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.

10. **CONSEQUENTIAL DAMAGES. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.**
11. **Dispute Resolution.** Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to Kansas law.
12. **Subsurface Explorations.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.
13. **Testing and Observations.** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client shall cause all tests and inspections of the site, materials, and Services performed by Consultant to be timely and properly scheduled in order for the Services to be performed in accordance with the plans, specifications, contract documents, and Consultant's recommendations. No claims for loss or damage or injury shall be brought against Consultant by Client or any third party unless all tests and inspections have been so performed and Consultant's recommendations have been followed. Unless otherwise stated in the Proposal, Client assumes sole responsibility for determining whether the quantity and the nature of Services ordered by Client is adequate and sufficient for Client's intended purpose. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by Services not performed due to a failure to request or schedule Consultant's Services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods. The extension of unit prices with quantities to establish a total estimated cost does not guarantee a maximum cost to complete the Services. The quantities, when given, are estimates based on contract documents and schedules made available at the time of the Proposal. Since schedule, performance, production, and charges are directed and/or controlled by others, any quantity extensions must be considered as estimated and not a guarantee of maximum cost.
14. **Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of the testing procedures (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Materials unless specifically provided in the Services, and that Client is responsible for directing such disposition. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site and Consultant shall not be responsible for any claims, losses, or damages allegedly arising out of Consultant's performance of Services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.
15. **Ownership of Documents.** Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
16. **Utilities.** Unless otherwise stated in the Proposal, Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.
17. **Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any other parties, including Client, Client's contractors, subcontractors, or other parties present at the site. In addition, Consultant retains the right to stop work without penalty at any time Consultant believes it is in the best interests of Consultant's employees or subcontractors to do so in order to reduce the risk of exposure to the coronavirus. Client agrees it will respond quickly to all requests for information made by Consultant related to Consultant's pre-task planning and risk assessment processes. Client acknowledges its responsibility for notifying Consultant of any circumstances that present a risk of exposure to the coronavirus or individuals who have tested positive for COVID-19 or are self-quarantining due to exhibiting symptoms associated with the coronavirus.

Consultant: Terracon Consultants, Inc.
By:  Date: 7/29/2022
Name/Title: Eric A Buol / Project Manager
Address: 1901 Sharp Point Dr Ste C
Fort Collins, CO 80525-4429
Phone: (970) 484-0359 Fax: (970) 484-0454
Email: Eric.Buol@terracon.com

Client: Town of Severance
By: _____ Date: _____
Name/Title: Abdul Barzak /
Address: 3 South Timber Ridge Parkway P.O. Box 339
Severance, CO 80546
Phone: _____ Fax: _____
Email: abarzak@townofseverance.org

TO: Mr. Nicholas Wharton, Severance Town Manager
Ms. Lindsay Radcliff Coombes, Severance Deputy Town Manager
Mr. Abdul Barzak, Severance Town Planner

FROM: Chris Messersmith, Colorado Civil Group, Inc., Town Engineer
Shar Shadowen, Colorado Civil Group, Inc., Project Manager

DATE: July 29, 2022

SUBJECT: Bid Results and Recommendation: Great Western Trail Connection

PROJECT NO: 0042.0500.02/0042.0500.04

On Tuesday, July 14, 2022, the Town of Severance held a mandatory Pre-Bid Conference for the Great Western Trail Connection project, which was publicly advertised. Eight potential bidders attended the mandatory Pre-Bid Conference which included Contractors and Sub-Contractors. On Tuesday, July 26, 2022, the Town of Severance accepted bids for the project. Four (4) Contractors submitted bids with only one contractor, Mountain Constructors, Inc., meeting all of the submittal requirements listed below:

- SECTION 00 41 00 BID FORM FOR CONSTRUCTION CONTRACT
- SECTION 00 43 13 BID BOND (PENAL SUM FORM)
- CDOT FORMS 606, 1413 AND 1414
- CONTRACTOR TO BE A CDOT PRE-QUALIFICATION CONTRACTOR
- DISADVANTAGED BUSINESS ENTERPRISE (DBE) GOAL OF 7.5%
- QUALIFICATIONS STATEMENT OR IN ANOTHER FORMAT
- ATTEND PRE-BID CONFERENCE

Mountain Constructors, Inc. is the responsible bidder that submitted the lowest responsive bid. Information submitted with the bid included current projects, past projects, grant funded projects, EEO Procedures, Notification of Prequalification for CDOT, and Certificate of Good Standing. We reached out to five (5) contacts to obtain referral information. As of July 29, 2022, four (4) of the contacts have been able to provide referral comments and general feedback. Additional information can be provided at the Town Council meeting.

A BID TABULATION SUMMARY that compares the bids and the project opinion of cost has been prepared. In addition, we have prepared a PROJECT BUDGET SUMMARY. Both of these items are included as a reference. **Since Mountain Constructors, Inc. is the responsible bidder that submitted the lowest responsive bid, we recommend that the Great Western Trail Connection project be awarded to this Contractor.**

The following page includes a summary of the OVERALL PROJECT BUDGET, which we can discuss the specifics at the Town Council meeting.

BUDGET

APPROVED PROJECT BUDGET:

GRANT FUNDING	\$ 675,000.00
PARKS FUND	\$ 75,000.00
GENERAL FUND	\$ 280,000.00
TOTAL	\$ 1,030,000.00

CONTRACT AMOUNT

TOTAL PROJECT COSTS:	\$ 806,908.76
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The Town was awarded \$675,000 in grant funding through CDOT TAP/MMOF programs. A State of Colorado Intergovernmental Agreement was executed, and Town staff has been actively coordinating with CDOT to ensure the Town meets the requirements of the grants.

The anticipated OVERALL PROJECT SCHEDULE and milestones are listed below:

TOWN COUNCIL MEETING:	AUGUST 9, 2022
CDOT CONCURRENCE FOR CONSTRUCTION:	~AUGUST 31, 2022
NOTICE OF AWARD / NOTICE TO PROCEED:	~SEPTEMBER 1, 2022
 SUBSTANTIAL COMPLETION:	 DECEMBER 16, 2022
FINAL COMPLETION:	DECEMBER 31, 2022
PROJECT CLOSEOUT WITH CDOT	APRIL 30, 2023

Please contact me if you have any questions and/or comments regarding this memorandum.

TOWN OF SEVERANCE
GREAT WESTERN TRAIL CONNECTION

BID TABULATION SUMMARY

CONTRACT ITEM NUMBER	CONTRACT ITEM	APPROX. QUANTITY	UNIT	MOUNTAIN CONSTRUCTORS, INC.		L4 CONSTRUCTION LLC		NORTHSTAR CONCRETE, INC.		MYERS & SONS CONSTRUCTION, LLC		COLORADO CIVIL GROUP, INC ENGINEER'S ESTIMATE	
				UNIT COST	COST	UNIT COST	COST	UNIT COST	COST	UNIT COST	COST	UNIT COST	COST
201-00000	CLEARING AND GRUBBING	1	LS	\$ 21,375.00	\$ 21,375.00	\$ 5,580.00	\$ 5,580.00	\$ 50,000.00	\$ 50,000.00	\$ 44,000.00	\$ 44,000.00	\$ 30,000.00	\$ 30,000.00
202-00010	REMOVAL OF TREE	4	EA	\$ 980.00	\$ 3,920.00	\$ 1,973.00	\$ 7,892.00	\$ 3,500.00	\$ 14,000.00	\$ 3,000.00	\$ 12,000.00	\$ 1,200.00	\$ 4,800.00
202-00025	REMOVAL OF DITCH LINING	65	LF	\$ 9.33	\$ 606.45	\$ 41.00	\$ 2,665.00	\$ 30.00	\$ 1,950.00	\$ 37.00	\$ 2,405.00	\$ 16.00	\$ 1,040.00
202-00035	REMOVAL OF PIPE	70	LF	\$ 21.86	\$ 1,530.20	\$ 37.00	\$ 2,590.00	\$ 50.00	\$ 3,500.00	\$ 34.00	\$ 2,380.00	\$ 40.00	\$ 2,800.00
202-00220	REMOVAL OF ASPHALT MAT	38	SY	\$ 18.16	\$ 690.08	\$ 99.00	\$ 3,762.00	\$ 36.00	\$ 1,368.00	\$ 66.00	\$ 2,508.00	\$ 20.00	\$ 760.00
202-01000	REMOVAL OF FENCE	50	LF	\$ 6.30	\$ 315.00	\$ 43.00	\$ 2,150.00	\$ 20.00	\$ 1,000.00	\$ 28.00	\$ 1,400.00	\$ 10.00	\$ 500.00
203-00060	EMBANKMENT MATERIAL (COMPLETE IN PLACE)	1024	CY	\$ 34.91	\$ 35,747.84	\$ 19.00	\$ 19,456.00	\$ 105.00	\$ 107,520.00	\$ 144.00	\$ 147,456.00	\$ 50.00	\$ 51,200.00
203-01597	POTHOLING	8	hour	\$ 220.00	\$ 1,760.00	\$ 484.00	\$ 3,872.00	\$ 450.00	\$ 3,600.00	\$ 925.00	\$ 7,400.00	\$ 350.00	\$ 2,800.00
208-00012	EROSION LOG TYPE 1 (9-INCH)	1200	LF	\$ 2.34	\$ 2,808.00	\$ 2.25	\$ 2,700.00	\$ 5.00	\$ 6,000.00	\$ 9.31	\$ 11,172.00	\$ 6.00	\$ 7,200.00
208-00035	AGGREGATE BAG	60	LF	\$ 10.00	\$ 600.00	\$ 8.00	\$ 480.00	\$ 20.00	\$ 1,200.00	\$ 16.00	\$ 960.00	\$ 12.00	\$ 720.00
208-00046	PRE-FABRICATED CONCRETE WASHOUT STRUCTURE	1	EA	\$ 1,987.50	\$ 1,987.50	\$ 2,575.00	\$ 2,575.00	\$ 2,500.00	\$ 2,500.00	\$ 5,400.00	\$ 5,400.00	\$ 2,200.00	\$ 2,200.00
208-00070	VEHICLE TRACKING PAD	4	EA	\$ 1,875.00	\$ 7,500.00	\$ 5,025.00	\$ 20,100.00	\$ 2,200.00	\$ 8,800.00	\$ 2,450.00	\$ 9,800.00	\$ 3,000.00	\$ 12,000.00
208-00103	REMOVAL AND DISPOSAL OF SEDIMENT (LABOR)	16	HR	\$ 75.94	\$ 1,215.04	\$ 80.00	\$ 1,280.00	\$ 75.00	\$ 1,200.00	\$ 69.00	\$ 1,104.00	\$ 65.00	\$ 1,040.00
208-00105	REMOVAL AND DISPOSAL OF SEDIMENT (EQUIP.)	16	HR	\$ 69.06	\$ 1,104.96	\$ 88.00	\$ 1,408.00	\$ 180.00	\$ 2,880.00	\$ 161.00	\$ 2,576.00	\$ 150.00	\$ 2,400.00
208-00207	EROSION CONTROL MANAGEMENT	30	DAYS	\$ 212.50	\$ 6,375.00	\$ 67.00	\$ 2,010.00	\$ 200.00	\$ 6,000.00	\$ 482.00	\$ 14,460.00	\$ 300.00	\$ 9,000.00
210-00015	RESET END SECTION	1	EA	\$ 510.00	\$ 510.00	\$ 1,835.00	\$ 1,835.00	\$ 500.00	\$ 500.00	\$ 960.00	\$ 960.00	\$ 800.00	\$ 800.00
210-00810	RESET GROUND SIGN	2	EA	\$ 221.25	\$ 442.50	\$ 182.00	\$ 364.00	\$ 200.00	\$ 400.00	\$ 225.00	\$ 450.00	\$ 400.00	\$ 800.00
210-01000	RESET FENCE	64	LF	\$ 12.50	\$ 800.00	\$ 34.00	\$ 2,176.00	\$ 30.00	\$ 1,920.00	\$ 38.50	\$ 2,464.00	\$ 25.00	\$ 1,600.00
210-01050	RESET CHAIN LINK FENCE	88	LF	\$ 25.00	\$ 2,200.00	\$ 25.00	\$ 2,200.00	\$ 30.00	\$ 2,640.00	\$ 51.00	\$ 4,488.00	\$ 25.00	\$ 2,200.00
210-04010	ADJUST MANHOLE	1	EA	\$ 815.00	\$ 815.00	\$ 3,074.00	\$ 3,074.00	\$ 650.00	\$ 650.00	\$ 2,250.00	\$ 2,250.00	\$ 1,200.00	\$ 1,200.00
210-04050	ADJUST VALVE BOX	6.00	EA	\$ 428.75	\$ 2,572.50	\$ 291.00	\$ 1,746.00	\$ 500.00	\$ 3,000.00	\$ 1,270.00	\$ 7,620.00	\$ 600.00	\$ 3,600.00
212-00006	SEEDING (NATIVE)	4.91	AC	\$ 1,212.32	\$ 5,952.49	\$ 3,956.00	\$ 19,423.96	\$ 1,100.00	\$ 5,401.00	\$ 1,507.13	\$ 7,400.01	\$ 1,200.00	\$ 5,892.00
212-00032	SOIL CONDITIONING	4.97	AC	\$ 843.75	\$ 4,193.44	\$ 898.00	\$ 4,463.06	\$ 3,000.00	\$ 14,910.00	\$ 2,837.02	\$ 14,099.99	\$ 2,500.00	\$ 12,425.00
212-00050	SOD	2553	SF	\$ 1.73	\$ 4,416.69	\$ 1.70	\$ 4,340.10	\$ 5.00	\$ 12,765.00	\$ 3.72	\$ 9,497.16	\$ 5.00	\$ 12,765.00
213-00002	MULCHING (WEED FREE HAY)	4.91	AC	\$ 1,212.50	\$ 5,953.38	\$ 786.00	\$ 3,859.26	\$ 2,000.00	\$ 9,820.00	\$ 3,900.00	\$ 19,149.00	\$ 1,200.00	\$ 5,892.00
213-00061	MULCH TACKIFIER	49.1	LB	\$ 11.38	\$ 558.76	\$ 11.00	\$ 540.10	\$ 5.00	\$ 245.50	\$ 3.85	\$ 189.04	\$ 10.00	\$ 491.00
217-00020	HERBICIDE TREATMENT	8	hour	\$ 250.00	\$ 2,000.00	\$ 242.00	\$ 1,936.00	\$ 175.00	\$ 1,400.00	\$ 150.00	\$ 1,200.00	\$ 150.00	\$ 1,200.00
304-06007	AGGREGATE BASE COURSE (CLASS 6)	601	CY	\$ 82.45	\$ 49,552.45	\$ 112.00	\$ 67,312.00	\$ 130.00	\$ 78,130.00	\$ 100.00	\$ 60,100.00	\$ 75.00	\$ 45,075.00
306-01000	RECONDITIONING	3606	SY	\$ 3.73	\$ 13,450.38	\$ 2.15	\$ 7,752.90	\$ 9.00	\$ 32,454.00	\$ 4.50	\$ 16,227.00	\$ 5.00	\$ 18,030.00
403-00721	HOT MIX ASPHALT (PATCHING) (ASPHALT)	38	SY	\$ 148.68	\$ 5,649.84	\$ 240.00	\$ 9,120.00	\$ 180.00	\$ 6,840.00	\$ 250.00	\$ 9,500.00	\$ 180.00	\$ 6,840.00
506-00209	RIPRAP (9 INCH)	10	CY	\$ 174.69	\$ 1,746.90	\$ 404.00	\$ 4,040.00	\$ 300.00	\$ 3,000.00	\$ 1,213.00	\$ 12,130.00	\$ 180.00	\$ 1,800.00
603-01240	24 INCH REINFORCED CONCRETE PIPE	82	LF	\$ 156.77	\$ 12,855.14	\$ 143.00	\$ 11,726.00	\$ 150.00	\$ 12,300.00	\$ 230.00	\$ 18,860.00	\$ 200.00	\$ 16,400.00
603-01300	30 INCH REINFORCED CONCRETE PIPE	26	LF	\$ 266.92	\$ 6,939.92	\$ 207.00	\$ 5,382.00	\$ 250.00	\$ 6,500.00	\$ 350.00	\$ 9,100.00	\$ 250.00	\$ 6,500.00
603-05024	24 INCH REINFORCED CONCRETE END SECTION	1	EA	\$ 1,712.50	\$ 1,712.50	\$ 3,349.00	\$ 3,349.00	\$ 3,000.00	\$ 3,000.00	\$ 2,660.00	\$ 2,660.00	\$ 1,600.00	\$ 1,600.00
603-05030	30 INCH REINFORCED CONCRETE END SECTION	2	EA	\$ 2,418.75	\$ 4,837.50	\$ 3,051.00	\$ 6,102.00	\$ 4,000.00	\$ 8,000.00	\$ 3,280.00	\$ 6,560.00	\$ 2,000.00	\$ 4,000.00
603-10180	18 INCH CORRUGATED STEEL PIPE	12	LF	\$ 180.60	\$ 2,167.20	\$ 215.00	\$ 2,580.00	\$ 150.00	\$ 1,800.00	\$ 217.00	\$ 2,604.00	\$ 200.00	\$ 2,400.00
603-50012	12 INCH PLASTIC PIPE	18	LF	\$ 97.24	\$ 1,750.32	\$ 217.00	\$ 3,906.00	\$ 125.00	\$ 2,250.00	\$ 202.00	\$ 3,636.00	\$ 125.00	\$ 2,250.00
603-50015	15 INCH PLASTIC PIPE	36	LF	\$ 108.43	\$ 3,903.48	\$ 144.00	\$ 5,184.00	\$ 230.00	\$ 8,280.00	\$ 158.00	\$ 5,688.00	\$ 125.00	\$ 4,500.00
607-11580	FENCE (TEMPORARY)	424	LF	\$ 5.00	\$ 2,120.00	\$ 5.85	\$ 2,480.40	\$ 6.00	\$ 2,544.00	\$ 6.75	\$ 2,862.00	\$ 20.00	\$ 8,480.00
608-00006	CONCRETE SIDEWALK (6-INCH)	3606	SY	\$ 68.52	\$ 247,083.12	\$ 75.00	\$ 270,450.00	\$ 65.00	\$ 234,390.00	\$ 108.00	\$ 389,448.00	\$ 75.00	\$ 270,450.00
608-00015	DETECTABLE WARNINGS	92	SF	\$ 60.73	\$ 5,587.16	\$ 73.00	\$ 6,716.00	\$ 60.00	\$ 5,520.00	\$ 72.50	\$ 6,670.00	\$ 100.00	\$ 9,200.00

TOWN OF SEVERANCE
GREAT WESTERN TRAIL CONNECTION

BID TABULATION SUMMARY

CONTRACT ITEM NUMBER	CONTRACT ITEM	APPROX. QUANTITY	UNIT	MOUNTAIN CONSTRUCTORS, INC.		L4 CONSTRUCTION LLC		NORTHSTAR CONCRETE, INC.		MYERS & SONS CONSTRUCTION, LLC		COLORADO CIVIL GROUP, INC ENGINEER'S ESTIMATE	
				UNIT COST	COST	UNIT COST	COST	UNIT COST	COST	UNIT COST	COST	UNIT COST	COST
613-01200	2 INCH ELECTRICAL CONDUIT	50	LF	\$ 33.85	\$ 1,692.50	\$ 37.00	\$ 1,850.00	\$ 20.00	\$ 1,000.00	\$ 54.00	\$ 2,700.00	\$ 30.00	\$ 1,500.00
614-72860	PEDESTRIAN PUSH BUTTON	1	EA	\$ 330.00	\$ 330.00	\$ 5,158.00	\$ 5,158.00	\$ 5,000.00	\$ 5,000.00	\$ 980.00	\$ 980.00	\$ 1,000.00	\$ 1,000.00
614-72863	PEDESTRIAN PUSH BUTTON POST ASSEMBLY	1	EA	\$ 1,010.00	\$ 1,010.00	\$ 2,740.00	\$ 2,740.00	\$ 7,000.00	\$ 7,000.00	\$ 3,411.00	\$ 3,411.00	\$ 2,600.00	\$ 2,600.00
614-80003	RECTANGULAR RAPID FLASHING BEACON	4	EA	\$ 6,120.00	\$ 24,480.00	\$ 6,591.00	\$ 26,364.00	\$ 10,000.00	\$ 40,000.00	\$ 10,473.00	\$ 41,892.00	\$ 10,000.00	\$ 40,000.00
614-80311	BARRICADE (TYPE 3 F-A)	1	EA	\$ 202.50	\$ 202.50	\$ 1,350.00	\$ 1,350.00	\$ 250.00	\$ 250.00	\$ 1,500.00	\$ 1,500.00	\$ 1,200.00	\$ 1,200.00
620-00020	SANITARY FACILITY	1	EA	\$ 142.50	\$ 142.50	\$ 605.00	\$ 605.00	\$ 2,000.00	\$ 2,000.00	\$ 5,162.00	\$ 5,162.00	\$ 3,000.00	\$ 3,000.00
624-20014	12 INCH DRAINAGE PIPE END SECTION	2	EA	\$ 644.90	\$ 1,289.80	\$ 1,512.00	\$ 3,024.00	\$ 2,000.00	\$ 4,000.00	\$ 1,400.00	\$ 2,800.00	\$ 225.00	\$ 450.00
624-20017	15 INCH DRAINAGE PIPE END SECTION	4	EA	\$ 644.90	\$ 2,579.60	\$ 1,146.00	\$ 4,584.00	\$ 2,500.00	\$ 10,000.00	\$ 1,400.00	\$ 5,600.00	\$ 250.00	\$ 1,000.00
625-00000	CONSTRUCTION SURVEYING	1	LS	\$ 14,478.13	\$ 14,478.13	\$ 13,300.00	\$ 13,300.00	\$ 30,000.00	\$ 30,000.00	\$ 9,305.00	\$ 9,305.00	\$ 25,000.00	\$ 25,000.00
626-00000	MOBILIZATION	1	EA	\$ 10,000.00	\$ 10,000.00	\$ 18,000.00	\$ 18,000.00	\$ 60,000.00	\$ 60,000.00	\$ 22,100.00	\$ 22,100.00	\$ 100,000.00	\$ 100,000.00
627-30410	PREFORMED THERMOPLASTIC PAVEMENT MARKING (XWALK-STOP LINE)	130	SF	\$ 25.55	\$ 3,321.50	\$ 22.00	\$ 2,860.00	\$ 40.00	\$ 5,200.00	\$ 55.00	\$ 7,150.00	\$ 25.00	\$ 3,250.00
630-00007	TRAFFIC CONTROL INSPECTOR	30	DAYS	\$ 192.25	\$ 5,767.50	\$ 182.00	\$ 5,460.00	\$ 200.00	\$ 6,000.00	\$ 482.00	\$ 14,460.00	\$ 300.00	\$ 9,000.00
630-00012	TRAFFIC CONTROL MANAGEMENT	30	DAYS	\$ 1,067.25	\$ 32,017.50	\$ 144.00	\$ 4,320.00	\$ 800.00	\$ 24,000.00	\$ 964.00	\$ 28,920.00	\$ 1,200.00	\$ 36,000.00
630-00016	CONSTRUCTION TRAFFIC CONTROL	1	LS	\$ 2,212.50	\$ 2,212.50	\$ 1,500.00	\$ 1,500.00	\$ 5,000.00	\$ 5,000.00	\$ 60,000.00	\$ 60,000.00	\$ 25,000.00	\$ 25,000.00
700-70010	F/A MINOR CONTRACT REVISIONS	1	F/A	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00
700-70380	F/A EROSION CONTROL	1	F/A	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
TOTAL				\$ 621,829.76			\$ 666,692.78	\$ 914,627.50		\$ 1,131,813.20		\$ 868,850.00	

- ADJUSTED COSTS FROM SECTION 00 41 00 BID FORM FOR CONSTRUCTION CONTRACT



GREAT WESTERN TRAIL CONNECTION CDOT TAP/MMOG PROJECT BUDGET SUMMARY



CCG PROJECT NO: 0042.0500.02

July 29, 2022

TASK	ESTIMATED COSTS	DESCRIPTION / NOTES
ENGINEERING DESIGN COSTS	\$ 95,949.00	
Engineering Design Fees	\$ 86,813.00	Original Contract
Change Order #1	\$ 9,136.00	Additional Design Effort, Survey
CONSTRUCTION COST	\$ 621,829.76	
Mountain Constructors, Inc.	\$ 621,829.76	Bid rec'd 7.26.22
CONSTRUCTION MANAGEMENT & INSPECTION ESTIMATE	\$ 89,130.00	
Construction Management (CCG)	\$ 18,560.00	CDOT Local Agency Process, Finals
Engineering Support (CCG)	\$ 15,660.00	Field support, shop dwgs, record dwgs
Reimbursables (CCG)	\$ 750.00	Mileage, reproduction
Construction Inspection / CDOT Process (Empire Mngmnt)	\$ 43,200.00	CDOT Required
Construction Testing (Terracon)	\$ 10,960.00	Materials Testing
PROJECT TOTAL ESTIMATE	\$ 806,908.76	

PROJECT FUNDING SUMMARY		
MTF M192-002 (23639) - FEDERAL FUNDS	\$ 600,000.00	
MTF M192-003 (23948) - STATE FUNDS	\$ 75,000.00	
MTF M192-003 (23948) - TOWN MATCHING	\$ 75,000.00	\$131,908.76
TOWN OF SEVERANCE - ADD'L FUNDS REQ'D	\$ 56,908.76	
TOTAL PROJECT FUNDING	\$ 806,908.76	

**TOWN OF SEVERANCE
RESOLUTION NO. 2022-33R**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF
SEVERANCE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE
TOWN OF SEVERANCE AND MOUNTAIN CONSTRUCTORS, INC
REGARDING THE GREAT WESTERN TRAIL CONNECTION PROJECT**

WHEREAS, the Town of Severance (“Town”) is in need of construction services for the Great Western Trail Connection Project (“Project”); and

WHEREAS, the Town issued an invitation for bids for such services for the Project; and

WHEREAS, the Town has evaluated the bids submitted in response to the invitation for bids, and finds that Mountain Constructors Inc. is the lowest responsible and responsive bidder for the construction services described in the invitation for bids; and

WHEREAS, the Town finds that Mountain Constructors Inc has the expertise, qualifications, and experience to perform the work and duties required for the Project, and desires to select Mountain Constructors Inc for the invitation for bids and to enter into an agreement with Mountain Constructors Inc.; and

WHEREAS, Town Council finds and declares that it is in the best interest of the Town to award the invitation for bids to Mountain Constructors Inc, as the lowest responsible and responsive bidder.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF SEVERANCE, COLORADO:

The Construction Contract Agreement for the Great Western Trail Connection between the Town of Severance and Mountain Constructors, Inc. is approved in substantially the same form as the copy attached hereto and made a part of this resolution. The Mayor is authorized to execute the Agreement on behalf of the Town.

RESOLVED AND PASSED THIS 9th DAY OF August, 2022.

TOWN OF SEVERANCE, COLORADO

Matthew Fries, Mayor

ATTEST:

Leah Vanarsdall, MMC, Town Clerk

APPROVED AS TO FORM:

Hayashi & Macsalka, LLC, Town Attorney



AGENDA ITEM SUMMARY

AGENDA ITEM	SUBMITTED BY	PRESENTED BY
Discussion on Maintenance of the Downtown Right-of-Way and Encroachment License	Nicholas Wharton, Town Manager	Nicholas J. Wharton, MPA
ACTION REQUESTED		
Management asks that the Town Council discuss the Maintenance of the Downtown Right-of-Way and Encroachment License and provide any feedback or changes they deem necessary.		<u>Discussion</u> <u>Attorney Approved</u>
BRIEF SUMMARY		
As directed by the Town Council, the Town Attorneys have prepared an Encroachment License to allow residents of the Old Town area to use the right-of-way (ROW) behind the new sidewalks. Management has received several complaints that the original license of eight pages was too long, and in turn, the agreement has been paired back to the bare minimum of 3 pages. Unfortunately, this is still unacceptable to many residents. As a separate issue, residents have reached out to management, stating that this area must be maintained by the Town as it is Town ROW. Per the Town Municipal below, this is not the case as it is the homeowner's responsibility to maintain this area. <u>Town Municipal Code Section 7-4-30(a)/(d)</u> and the below sections regarding weeds in the Town of Severance: <i>It is unlawful for the owner, occupant, agent in charge or other person responsible for a parcel of property within the Town to allow or permit weeds to grow or to remain grown if such weeds are uncut and in a blooming stage or which are more than twelve (12) inches in height on such lot, block or parcel of ground or along a sidewalk or along a street or alley adjoining the lot, parcel or block, except as provided in subsection (b) and <u>Section 7-4-60</u> below.</i> <i>All property owners shall be responsible for the control of weeds, noxious weeds and vegetation in the easements and rights-of-way adjacent to their property to the same extent as required on the remainder of their property under this Section.</i>		
PUBLIC SUPPORT/CONCERN		
Residents have reached out requesting a more straightforward Encroachment License.		
ANALYSIS AND RECOMMENDATION		
Management requests that the Town Council provide any changes they deem necessary.		

MATERIALS SUBMITTED

The following materials were submitted and included in this packet:

1. Revocable Encroachment License (July 2022).rev03

REVOCABLE ENCROACHMENT LICENSE AGREEMENT

THIS REVOCABLE ENCROACHMENT LICENSE AGREEMENT (“Agreement”) is entered into this _____ day of _____, 2022 (“Effective Date”), by and between the TOWN OF SEVERANCE, COLORADO, a home-rule municipality, (the “Town” or “Licensor”), with offices at 3 South Timber Ridge Parkway, P.O. Box 339, Severance, Colorado, 80546 and _____, a Colorado _____, whose address is _____ (“Licensee”). Licensor and Licensee shall sometimes hereinafter be referred to individually as a “party” and collectively as the “Parties.”

ARTICLE 1. THE LICENSE

1. **Definitions.** The following definitions shall apply generally to the provisions of this Agreement.

1.1 **“Encroachments”** means landscaping and associated living plant material, gravel or recycled paving materials, and water drainage landscaping.

1.2 **“Laws”** means any and all statutes, home-rule charter provisions, ordinances, resolutions, regulations, or other requirements of the Town.

1.3 **“License Area”** means that certain strip of land, within the Town-owned real property known as [INSERT STREET NAME], which is a public right-of-way, as more fully described and depicted on the attached **Exhibit A**, together with any and all appurtenances to such land, as the same now or may hereafter exist.

2. **Grant of License.** The Town grants to Licensee a non-exclusive, non-transferable, and revocable license (“License”) to use only the License Area, subject to the terms and conditions of this Agreement.

ARTICLE 2. USE OF LICENSE AREA

1. **Permitted Use.** The License Area may be used by the Licensee for the sole and exclusive purpose of accessing, maintaining, repairing, removing and replacing the Encroachments (“Permitted Use”), subject to the Town’s lawful exercise of its police powers and of its ownership rights in and to the License Area.

2. **Compliance with Laws.** Licensee shall use and occupy the License Area in compliance with all Laws.

3. **Installation and Maintenance.** The Encroachments shall be maintained and installed in good, workmanlike manner, and in accordance with all Laws.

ARTICLE 3. TERM AND TERMINATION

1. **Initial Term.** The initial term of this Agreement shall begin on the Effective Date, and end at midnight, 12:00 a.m., on the first anniversary of the date of expiration of the Commencement Date, unless terminated earlier pursuant to this Article 3 (the “**Initial Term**”).

3. Renewal Term. This Agreement shall automatically renew for up to twenty successive one (1) year terms (“Renewal Term”), each Renewal Term commencing upon expiration of the Initial Term or any Renewal Term and expiring one (1) year from the then-current term, unless earlier terminated pursuant to this Article 3 or either party gives the other party written notice of non-renewal at least thirty days prior to the expiration of the then-current term. The Initial Term and any Renewal Term may be together referred to as the “Term.”

4. Termination for convenience. Either party may terminate this Agreement, with or without cause, by providing the other party with seven (7) days written notice.

5. Effect of Termination. Upon termination of this Agreement, Licensee shall remove, at its own expense, the Encroachments and any and all personal property located on or within the License Area.

ARTICLE 4. DAMAGE AND RESTORATION

Licensee shall be responsible for all damage or injury to: (i) the License Area; (ii) any Town installations, appurtenances, structures, utilities or improvements on, under, or adjacent to the License Area; (iii) any Town-owned property outside of the License Area, arising out of or resulting from Licensee’s use of the License, or Licensee’s exercise of any other rights granted herein. Licensee, at its sole cost and expense and with approval of the Town, shall repair such damage and restore the License Area.

ARTICLE 5. NOTICES

Any notice given pursuant to this Agreement by either party to the other shall be in writing and mailed by certified mail, return receipt requested, postage prepaid, and addressed as follows:

To the Town: Town Manager
 Town of Severance
 3 South Timber Ridge Parkway
 P.O. Box 339
 Severance, CO 80546

To Licensee: [INSERT CONTACT INFO]

ARTICLE 6. MISCELLANEOUS

1. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the parties hereto and supersedes any prior agreement or understanding relating to the subject matter of this Agreement. This Agreement may not be amended except in writing by mutual agreement of the parties.

2. Assignment. Licensee may not assign or transfer this Agreement or any of the rights or privileges therein granted, without the prior, express written consent of the Town, which shall not be unreasonably withheld, conditioned, or delayed.

3. Counterparts and Signatures. This Agreement may be executed by the parties in counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall constitute one and the same Agreement. Each of the parties shall be entitled to rely upon a counterpart of the instrument executed by the other party and sent by facsimile or electronic transmission. The parties further agree this Agreement may be executed by electronic signatures, and any electronic signatures, electronic record of this Agreement containing an electronic signature, or a paper copy of an electronic signature shall be binding upon the party providing such electronic signature as if it were the party's original signature.

IN WITNESS WHEREOF, the parties have duly executed this Agreement, effective the day and year first above written.

TOWN OF SEVERANCE

Nicholas Wharton
Town Manager

Date:

ATTEST:

Leah Vanarsdall
Town Clerk

Date:

APPROVED AS TO FORM:

Hayashi & Macsalka, LLC, Town Attorney

[INSERT LICENSEE'S NAME]

By: _____