



## AGENDA

Delta City Council  
Regular Meeting

February 20, 2024  
7:00 p.m.

- A. Pledge of Allegiance
- B. Changes to the Agenda
- C. Citizen Comments
- D. Approval of the February 6, 2024 Special Meeting and Regular Meeting Minutes
- E. Colorado Kat Coalition Request
- F. Consideration of Veterans Park Design Bid Award and Contract
- G. Consideration to Approve the Trimble Forensic X7 Scanning System, Subscription, Accessories and Training for the Delta Police Department
- H. Amendment to Stryker Contract for HVAC at the Community Safety Center
- I. Consideration of Application of TWG Application for Economic Incentive
- J. Consideration of Youth Pool Resurfacing at Bill Heddles Rec Center Bid Award and Contract
- K. Resolution #3, 2024; Condemnation of Property Located at the Intersection of West 5<sup>th</sup> Street and Confluence Drive
- L. Executive Session  
Pursuant to C.R.S. § 24-6-402(4)(b) for a conference with the District's attorney for the purpose of receiving legal advice on specific legal questions and/or pursuant to C.R.S. § 24-6-402(4)(e) for the purpose of determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and/or instructing negotiators regarding the District's water rights and pending water court Case No. 22CW3046
- M. Consider approval of Proposed Stipulation with State and Division Engineers for settlement of the City's Abandonment Protest, Case No. 22CW3046
- N. City Attorney Comments
- O. City Manager Comments
- P. Councilmember Comments

Please preregister for the meeting:  
Join Zoom Meeting  
<https://us06web.zoom.us/j/84471597241>  
One tap mobile  
+17207072699, 84471597241#



Item A:

**Pledge of Allegiance**



Item B:

**Changes to the Agenda**

Item C:

Citizen Comments



Mayor Kevin Carlson called the meeting to order at 6:00 p.m. Also present were Councilmembers Cathy Boyd, William Tedrow, and Mark Broome, along with City Manager Elyse Casselberry and City Attorney David McConaughy. A meeting notice was posted on the City's website and in the south window at City Hall at least twenty-four hours prior to the meeting.

**Executive Session**

It was moved by Councilmember Tedrow and seconded by Councilmember Boyd to convene an Executive Session . All in favor, motion carried.

At 6:00 p.m., the Special Meeting was recessed. The Executive Session was convened a short time later.

At 6:53 p.m., the Mayor reconvened the Special Meeting and announced that the Executive Session had been concluded. He stated that in addition to himself, the participants in the Executive Session were Councilmembers Cathy Boyd, William Tedrow, and Mark Broome, as well as City Manager Elyse Casselberry, Human Resources Manager Jeannette Carmack, Chief of Police Luke Fedler, City Attorney David McConaughy, and Marni Nathan-Kloster. For the record, the Mayor asked any person participating in the Executive Session who believed that any substantial discussion of any matters not included in the motion to go into Executive Session occurred during the Executive Session in violation of the Open Meetings Law, to state his or her concerns for the record. No concerns were stated.

The meeting was immediately adjourned.

---

Jolene E. Nelson, CMC, City Clerk

Mayor Kevin Carlson called the meeting to order at 7:00 p.m. Also present were Councilmembers Cathy Boyd, William Tedrow, and Mark Broome, along with City Manager Elyse Casselberry and City Attorney David McConaughy via zoom. A meeting notice was posted on the City's website and in the south window at City Hall at least twenty-four hours prior to the meeting.

**Pledge of Allegiance**

The Mayor led everyone present in the Pledge of Allegiance.

**Changes to the Agenda**

There were none.

**Citizen Comments**

Russell Tyler, 763 E. 7<sup>th</sup> Street, commented on the Hillside Street Project and how it is affecting his property.

Rena Howard, 321 E. 7<sup>th</sup> Street, Chair of Downtown Delta Partnership, the group includes various businesses to help revitalize Main Street. She introduced the board members.

Hartland Clubb, 14382 E Road, stated that Main Street is the heart of our community and this group is going to work on helping revitalize the area. He commented on various changes in the economy and how people shop. They hope to help local businesses address these challenges and revitalize downtown.

Josh Vigil, 1641 A Street, reported that he was not able to be present at the last meeting when Council discussed the Veteran Discount at the recreation center. He applauded the City for stepping out and recognizing the Veterans in this community. He commented on Veteran discount saying that it is not about saving money, it's about the recognition. He offered some suggestions moving forward on other discounts the City may want to consider.

**Approval of the January 16, 2024 Regular Meeting Minutes**

It was moved by Councilmember Boyd and seconded by Councilmember Tedrow to approve the minutes of the January 16, 2024 regular meeting. All in favor, motion carried.

**Vacancy of the City Councilmember District B Seat**

City Attorney David McConaughy reported that as Council is aware, Councilmember Ryan Crick has submitted his resignation. The Charter requires the vacancy be filled by appointment. However, this seat expires in April at the time of election. There are no candidates running for District B so Council will need to appoint after the election for the new term. Although we are not a statutory city, the statute requires the appointment to be done within 60 days of the resignation. That date is after the election. He provided the options Council can consider at this time, which are appoint at any time or wait until after the election. If they choose to appoint now, it will have to be done again after the election.

## **Regular Meeting, Delta City Council, February 6, 2024 (Cont.)**

### **Vacancy of the City Councilmember District B Seat**

Councilmember Tedrow does not see why they should do two appoints and would like to wait until after the election.

There was some discussion regarding advertising for the vacancy and what the requirements will be. The requirements are the same as becoming a candidate other than they do not have to circulate a petition.

There was consensus to start advertising the position and appoint after the election.

### **Public Hearing: Soper-Wang Fence Height Variance**

The Mayor recessed the regular meeting and convened a public hearing.

Community Development Manager Joe Gillman reported the subject request is an Appeal of the City of Delta Planning Commission's decision of conditional approval on November 6, 2023, for the Soper-Wang Fence Height Variance. At a regular meeting on November 21, 2023, the City Council decided to hear the request de novo; therefore, this staff report provides an overview of the requested Variance and Planning Commission's decision for City Council's review and final action. The request is for approval of a Variance of two feet to the maximum fence height in the A-1 Agricultural Zoning District to allow an eight-foot fence. The subject property is addressed as 10 Hartig Drive and located on the southeast corner of the Hartig Drive and Hillcrest Drive intersection. The request is submitted by property owners Matthew C. Soper and I-Chu (Sarah) Wang ("Applicant"). Staff recommends careful consideration of conditional approval for the Variance since it is found that all criteria can be met with certain conditions. At the November 6, 2023, meeting, Planning Commission found that all criteria for approval could be met with additional conditions beyond those recommended by staff. Mr. Gillman referred to materials provided in the Council in their packets.

The subject property is zoned A-1 Agricultural and currently occupied by a residence built in 1904, as well as several accessory structures, according to the Delta County Assessor's records. In the A-1 Zoning District, the maximum fence height is six feet, as required under Section 17.04.240(B)(1). The requested Variance of two feet to the maximum height would result in allowing an eight-foot fence to be constructed. The subject property is almost five acres total in size, with approximately three acres being farmed for alfalfa located east of an irrigation lateral. The remaining acreage is located west of the lateral and includes the 1904 residence and the accessory structures. According to the narrative and site plan provided by the Applicant, the new eight-foot fence would be located on the portion of the property occupied by the residence near the Hartig Drive and Hillcrest Drive intersection. The increased height of the fence is to serve two purposes: privacy and protection of a high-value agricultural production area from deer (i.e., orchard and vineyard).

Sarah Wang, co-owner of the property, stated that they are not putting the fence around the alfalfa field. They are looking at doing an experimental orchard/vineyard and also have some plants that they would like to keep the deer from getting to. She has done some research on the type/size of fence needed to keep the deer out and it appears an eight-foot fence is suggested.

Councilmember Boyd questioned what type of fence in there currently.

**Regular Meeting, Delta City Council, February 6, 2024 (Cont.)**

**Public Hearing (cont.)**

Ms. Wang stated it is chain link.

Councilmember Tedrow questioned what type of fence they are looking at installing.

Ms. Wang stated that the solid portion of the fence would be core-gated metal.

Councilmember Broome question what the setback is from the road.

Ms. Wang reported that the fence is currently on the fence line. Their goal is not to make it look like a fort. They will ensure that there is adequate line of site at the intersection. She would guess that the fence is approximately four feet from the road.

There was discussion regarding the code requirements for agriculture fencing. There is no provision allowing deer fencing without a variance.

Fay Matthews, 1751 Hillcrest Drive, reported that he knows that intersection very well as he has lived in the area for several year. If you stop legally at the stop sign, in both travel scenarios, you cannot see. The standards and specifications need to be followed. He has installed protection for his garden. This strongly discourages the approval of the fence height variance

There was continued discussion regarding the intersection of Hillcrest and Hartig.

Mr. Matthews also reported that there was a change in the property line and a dedicated right-of-way was added which increases the intersection size.

Councilmember Broome questioned if the applicant would consider a regular deer fence and if they are wanting the fence for privacy.

Ms. Wang stated that they want privacy and protection from the deer. They would consider the deer fence. She also commented on the slope/grade of the property from the road.

The Mayor called for further public comment and when there was none he closed the public hearing and reconvened the regular meeting.

Mayor Carlson stated that he is also familiar with this area as his in-laws live across the street. He does not agree with the six-foot fence limitation in agriculture areas. However, at this time, that is what is in the code. Council can either approve the request as submitted, keep the recommendation that Planning Commission voted on or deny the request.

Councilmember Broome questioned if the code would allow them to put an electric fence on top.

Manager Gillman stated that he would have to look into whether that is permissible or not.

It was moved by Councilmember Tedrow and seconded by Councilmember Boyd to affirm the Planning Commission's decision to approve the variance to allow an eight-foot fence subject to a condition limiting the portion of the fence exceeding six feet to only along Hartig Drive. Voting in favor, Councilmembers Tedrow, Boyd and Carlson. Voting against, Councilmember Broome.



## **Regular Meeting, Delta City Council, February 6, 2024 (Cont.)**

### **Delta Riverwalk Planned Unit Development (PUD) Sketch Plan**

Community Development Manager Joe Gillman stated that the subject request is for approval of a Sketch Plan for a new residential Planned Unit Development (PUD) subdivision to divide four existing parcels totaling approximately 38 acres into three acres for commercial land uses and 154 residential lots, each about 2,500 to 5,800 square feet in area, in addition to extending Gunnison River Drive and providing almost 17 acres of open space. A deviation to the standard road right-of-way and pavement widths is also included as part of the request. The subject properties are addressed as 519 and 595 State Highway 92 (SH 92) and include Assessor Account Nos. R014038, R011636, R023685, and R021579; they are located on the north side of SH 92 east of the terminus of Ute Street. The request is submitted by property owner and developer, Ranch and Farm Resources Management, LLC, and their representative, Ty Johnson, with Kaart Planning ("Applicant"). Based on review of the Sketch Plan and PUD criteria under Sections 16.04.050(C) and 16.05.050, respectively, it appears the subject request is generally capable of meeting the criteria for approval; however, the Applicant has chosen to delay providing a number of details until Preliminary Plat. Staff and the City of Delta Planning Commission recommend the City Council carefully consider approval of the Delta Riverwalk PUD Sketch Plan.

Mayor Carlson questioned what the discussion was regarding the open space.

Manager Gillman stated that the green space along the trail area would be maintained by the property owner and not the City. Discussion regarding transferring to the City will need to be handled in the future.

Chris Miller, 245 Columbia, representing the applicant. Stated a local project team has been working on the development of this property to benefit Delta.

There was extensive discussion regarding trail easements and the open space. Those discussions will continue and be part of the final plat.

It was moved by Councilmember Broome and seconded by Councilmember Tedrow to approve the Delta Riverwalk Planned Unit Development (PUD) Sketch Plan as recommended by the Planning Commission in their Resolution #A1, 2024. All in favor, motion carried.

### **Purchase of 2024 Budgeted Equipment & Vehicles**

Fleet and Facilities Manager Rod Myers summarized the purchases being considered this evening. The only vehicle that was not in the budget is the 2011 pickup as that is replacing a truck that was recently totaled by the insurance as a result of an accident.

There was discussion regarding the number of mowers at the golf course and if they can be used in other parks throughout the City. Most of the mowers are specific to golf course use.

It was moved by Councilmember Tedrow and seconded by Councilmember Boyd to approve the purchases as outlined in the amount of \$455,380.00 for the vehicles and \$84,334.51 for equipment. All in favor, motion carried.

**Regular Meeting, Delta City Council, February 6, 2024 (Cont.)**

**Ordinance #1, 2024; First Reading**

**Amending Chapter 8.24 of the Delta Municipal Code Declaring Gambling as a Public Nuisance**

City Attorney David McConaughy, reported that this ordinance will give some enforcement tools to address gaming in the City. He summarized the State gambling law. Staff has been receiving complaints about gaming devices that are game of chance and this ordinance address those types of complaints. This ordinance will declare a nuisance for gambling which will give tools to help with abatement.

ORDINANCE NO. 1, 2024

AN ORDINANCE OF THE CITY OF DELTA, COLORADO,  
AMENDING CHAPTER 8.24 OF THE DELTA MUNICIPAL CODE  
DECLARING GAMBLING AS A PUBLIC NUISANCE

was read by the Clerk.

It was moved by Councilmember Broome and seconded by Councilmember Tedrow to adopt Ordinance #1, 2024 on first reading. Roll call vote: Councilmember Broome, aye; Tedrow, aye; Boyd, aye and Carlson, aye. Motion carried.

**Memorandum of Understanding with the Delta Area Chamber of Commerce for the Delta Library Innovation Workspace**

City Manager Elyse Casselberry reported that this agreement is for the partnership with the Chamber at the Co-working/Makerspace location. The Chamber will have a dedicated area to conduct their business. They will work to drive more participants from businesses to use the co-working/makerspace area. She summarized the program. The City and Chamber will work together to offer business networking for our community. This agreement will run annually.

Councilmember Broome questioned if the City still pays dues to be a membership.

Manager Casselberry stated that the City is a member and will still need to pay the dues. The Chamber will pay the City the membership rate for the co-working space.

It was moved by Councilmember Boyd and seconded by Councilmember Tedrow to approve the Memorandum of Understanding with the Delta Area Chamber of Commerce for the Delta Library Innovation Workspace. All in favor, motion carried.

**Consideration of Request to Install a Cell Tower at Mountain View Ball Field and Lease Agreement Review**

Electric Department Manager Adam Suppes stated that staff has been contacted by Verizon Wireless regarding installing a new cell tower. They would like to install the tower near Mountain View Park on the north end of the northeast ball field. The pole would be for dual purposes, lighting for the field and the cell tower. The new tower will help address the lack of services in the area for Verizon Wireless. The lease agreement is for a five-year term with the amount being approximately \$14,400. Staff is looking for Council's approval to move forward if they are

## **Regular Meeting, Delta City Council, February 6, 2024 (Cont.)**

### **Consideration of Request to Install a Cell Tower at Mountain View Ball Field and Lease Agreement Review (cont.)**

interested so that Verizon can submit a site plan to be considered and to finalize the lease agreement.

It was moved by Councilmember Boyd and seconded by Councilmember Tedrow to direct staff to move forward with the request to install a cell tower near Mountain View Park. All in favor, motion carried.

### **Intergovernmental Agreement Between the City of Delta, CO and the Town of Paonia, CO for Inspection Services**

City Manager Elyse Casselberry stated that over the past couple of years there have been discussions with Cedaredge and Paonia regarding shared building services. The City has since worked with Paonia to draft an agreement that would put the City of Delta in partnership with Paonia to offer building services. Paonia would contribute \$2300/month for the use of building services. In the long-term, we may want to look at plan review as well. There is not a ton of work in Paonia and we have the capacity to offer these services.

Community Development Manager Joe Gillman believes it will be approximately ten hours a week which includes the travel time.

It was moved by Councilmember Boyd and seconded by Councilmember Broome to approve the intergovernmental agreement with the Town of Paonia for Inspection Services. All in favor, motion carried.

### **Letter of Support for the AARP's Age-Friendly Community Network**

Assistant to the City Manager Meganne Robinson reported that the City has an opportunity to work with AARP to become an Age-Friendly Community. The benefits will include the ability to receive grant funding through AARP.

Councilmember Broome questioned what this entails.

Ms. Robinson stated that this is just opting into the program at this time.

It was moved by Councilmember Carlson and seconded by Councilmember Tedrow to approve the letter of support in opting into the AARP Age-Friendly Community Network. All in favor, motion carried.

### **City Attorney Comments**

There were none.

### **Monthly Manager's Report/City Manager Comments**

The monthly manager's report was provided to the Council in their packets.

## **Regular Meeting, Delta City Council, February 6, 2024 (Cont.)**

### **Monthly Manager's Report/City Manager Comments (cont.)**

City Manager Elyse Casselberry reported that staff has met with CDOT regarding the 4<sup>th</sup> Street Hill project. Construction will begin this week with the full street being closed off starting Friday and will be closed for the duration of the project. She is excited about the Downtown Partnership group.

Councilmember Broome questioned the road closures.

Manager Casselberry stated that door hangers will go out to the area neighbors tomorrow, message signs are also being put up, social media posts and text my gov notices will also go out. A press release was issued last week as well.

Mayor Carlson would like to see more signs on 3<sup>rd</sup> Street where the new culvert was installed as it is rough through that area.

### **Councilmember Comments**

Councilmember Broome would like to see the City continue moving forward with getting communication to the State regarding the homeless problem and the laws that they have amended. The criminal reform needs to be fixed. He would like to contact other municipalities to get them on board as well. He wants staff to work with Russ Tyler on his concerns. He is excited about the Downtown Partnership group.

Councilmember Tedrow commented on the business watch program and encouraged business to sign up. He also commented on the library and the event this weekend. He encouraged everyone to get involved and stay involved. He appreciates staff for all they do.

Councilmember Boyd also thanked staff for all they do. She is grateful to see so many in attendance this evening. She is glad to see the 4<sup>th</sup> Street Hill project moving along. She will not be at the next meeting as she is going on vacation. She also commented on the alarm being set off at Garnet Mesa Elementary. She is very pleased with the response from the police department. She received an email from a citizen about the library not having an automatic door opener and would like to see that addressed. She is really looking forward to another Armory tour to see how the project is coming along. Support your local businesses.

Mayor Carlson provided an update on the water supply from Project 7. He thanked everyone in attendance this evening. He commented on the resignation of Ryan Crick and on the way Mr. Crick handled the situation. His stance on the situation is to allow the process to be followed and that is what is being done. He also commented on the 4<sup>th</sup> Street project. He thanked staff for their diligence on getting these projects completed. He encouraged everyone to stay positive and move forward.

### **Executive Session**

It was moved by Councilmember Carlson and seconded by Councilmember Tedrow to convene an Executive Session to discuss the purchase, acquisition, lease, transfer, or sale of real, personal, or other property interest under CRS Section 24-6-402(4)(a); or more specifically for

**Regular Meeting, Delta City Council, February 6, 2024 (Cont.)**

**Executive Session (cont.)**

discussions regarding property located on the corner of 5<sup>th</sup> Street and Confluence Drive (parcel #3457240207003). All in favor, motion carried.

At 9:04 p.m., the Regular Meeting was recessed. The Executive Session was convened a short time later.

At 9:20 p.m., the Mayor reconvened the Regular Meeting and announced that the Executive Session had been concluded. He stated that in addition to himself, the participants in the Executive Session were Councilmembers Cathy Boyd, William Tedrow, and Mark Broome, as well as City Manager Elyse Casselberry, City Attorney David McConaughy and Electric Department Manager Adam Suppes. For the record, the Mayor asked any person participating in the Executive Session who believed that any substantial discussion of any matters not included in the motion to go into Executive Session occurred during the Executive Session in violation of the Open Meetings Law, to state his or her concerns for the record. No concerns were stated.

The meeting was immediately adjourned.

---

Jolene E. Nelson, CMC, City Clerk



**To:** City Council  
**From:** Shaun Barnard, Parks Manager, and Meganne Robinson, Assistant to the City Manager  
**CC:** Elyse Ackerman-Casselberry, City Manager  
**Date:** 1/31/2024  
**Re:** Veterans Park Design Proposals

---

**Summary:** On December 8, 2023, City Staff issued an RFP for Veterans Park Design Services. Following the City procurement code, Staff followed the RFP process and opened the two received bids on 1/12/2024 at 2 pm in the City Hall Conference room. The received proposals are included in your packet and summarized below:

SCJ Alliance for \$54,548.24 (cost breakdown on page 9 of their proposal)

- Price includes community engagement, pre-design & site investigation, preliminary design, and final design.
- Final deliverable is design and cost estimate to 90%

Zehren and Associates for \$52,427.00 (cost breakdown on page 18 of their proposal)

- Price includes kick-off, survey, program, site analysis, concept design, and schematic design.
- Proposal requires additional phases to get to final design which will enable us to go to construction. These additional phases are additional costs.

**Staff Recommendation:** Though certain both consultants would create an excellent design for this new park, staff recommends awarding the project to SCJ Alliance. This recommendation is based on price point. The proposal from SCJ Alliance will get the project closer to construction for a significantly lower price.

**Funding:** Veterans Park Design is included in the City Capital Plan for 2024. This project will come out of the Conservation Trust Fund 15-29-43200.





Statement of Qualifications and Proposal for the:

# **CITY OF DELTA VETERANS PARK DESIGN SERVICES**

January 12th, 2024



**Z E H R E N  
AND ASSOCIATES**

ARCHITECTURE • PLANNING  
INTERIORS • LANDSCAPE ARCHITECTURE

Avon, Colorado (970) 949-0257  
Santa Barbara, California (805) 963-6890  
www.zehren.com



Submitted by:  
Zehren and Associates, Inc  
48 East Beaver Creek Blvd, Suite 303  
Post Office Box 1976  
Avon, Colorado 81620

Contact:  
Pedro Campos, PLA  
E: [pedroc@zehren.com](mailto:pedroc@zehren.com)  
P: 970.949.0257  
Fax: 970.949.1976



## TABLE OF CONTENTS

<u>Page #</u>	<u>Proposal Section</u>
1	Front Cover
2	Table of Contents
3	Cover Letter
4 -5	Firm Profiles - Zehren / SGM
6	Project Team Organization Chart
7	Project Team Roles
8	Project Understanding
9	Context Map
10	Project Concept Site Overlay
11	Project Site Existing Conditions Images
12	Design Process Diagram and Timeline
13-16	Scope of Work
17	Schedule
18	Fee Proposal
19	Proposal Form
20	Professional References
21- 25	Key Personnel Resumes
26-45	Relevant Project Experience
46	Back Cover



January 12th, 2024

Shaun Barnard, Parks Department Manager  
City of Delta  
360 Main Street Delta, CO 81416  
e: shaun@cityofdelta.net

RE: **Zehren and Associates, Inc Statement of Qualifications and Proposal  
City of Delta - Veterans Park Design Services**

Dear Shaun,

Zehren and Associates, Inc is very pleased to prepare and submit this proposal and qualifications to the City of Delta for design services for the future Veterans Park. It was a pleasure meeting you and the rest of the City's team during the pre-proposal meeting and walk-through, and visiting the site together thereafter. This proposal is based on the information provided in the RFP and gained during the meeting and site visit. I'm acknowledging we also reviewed addenda 1, 2, and 3 in preparing the proposal response. We are genuinely excited about the potential to help the City with this important project, and bring our experience and creativity to make it a special and symbolic landmark for the community.

Zehren and Associates, Inc (Zehren) proposes to lead a team together with SGM, Inc to help the City through the design and documentation of the Veteran's Park. Zehren will serve as the prime consultant and lead the team providing project management and landscape architecture design services. SGM, Inc will serve as a supporting consultant providing professional land surveying and civil engineering design services. We have structured the scope of work into phases and are proposing an incremental approach that we hope is appealing to the City based on the current status and needs of the project.

This proposal includes the following materials in response to the City's solicitation: cover letter and introduction; qualifications and relevant project experience; a cost proposal; professional references; and a design process diagram with a project timeline and schedule. Also included are firm profiles, along with resumes for key personnel who are specifically proposed for the project design team. We have attempted to be comprehensive in responding to the RFP in order to convey our interest and professional commitment for the project. Through-out the proposal we have tried to highlight our team's experience with sustainable design, particularly water conservation in landscape design and managing stormwater with bio-swales and rain gardens.

Zehren and Associates has extensive experience in park planning and design for public municipalities, with particular focus in Colorado's mountain communities and similar environments in the western United States. We have highlighted this experience by including specific project examples where we have planned and designed regional and local parks, and public cultural facilities over the past 10 years. In many cases we have led public engagement processes, developed master plans with implementation strategies, and helped public sector clients through the programming and design of community park improvements including neighborhood parks, plazas, and gathering spaces. The team has a track record of excellence in completing these projects and helping communities create memorable and iconic spaces through a creative design approach and process.

We are approaching this project with particular interest based on the firm's experience in community park design and our focus on design of legacy projects. Further, we are a veteran's owned firm with a special connection to the philosophical basis and purpose of the project. Zehren and SGM, Inc have worked together on similar projects, and the team has the expertise and experience to help the City complete the project.

Shaun, thank you for your consideration of our team. We would look very forward to assisting the City of Delta and its veteran's community with this project to create a special iconic place of remembrance and respect. On behalf of our entire team, thank you for the consideration of our qualifications and proposal.

Sincerely,



Pedro Campos, Principal  
Zehren and Associates, Inc



# FIRM PROFILE - ZEHREN

## Who we are

Zehren and Associates is a full-service, inter-disciplinary planning, architecture and interior design firm founded in 1983 in Avon, Colorado. The firm has established a very strong reputation for high quality planning and design services and professional integrity locally in Colorado's high country, across the United States and internationally in countries including Argentina, Chile, Costa Rica, Mexico, India, Korea and China. With a staff of 25, Zehren and Associates provides a professionally qualified and diverse planning and design firm focused on a special expertise... creating distinct communities, special places, parks and public spaces, villages, buildings, and project with a strong sense of place and unique cultural identity.

## Our Design Approach and Management Philosophy

We help our clients achieve their goals by providing an array of creative design services to meet the needs of today's changing global community...

### Vision

Confirm our client's aspirations, needs, and long term goals

### Context

Understand the site, the environment, and the cultural setting

### Innovation

Find creative solutions that integrate new technologies, methods, materials and strategies

### Collaboration

Foster a team effort with consultants, community, stakeholders, and ownership

We combine key inter-disciplinary design services to carry a project from the initial vision to completion. We emphasize the internal coordination of those key design disciplines to foster well coordinated and cohesive solutions that allow the efficiency and confidence of a 'one-stop shop' for our clients. Our design services include the following disciplines...planning, architecture, landscape architecture, and interior design.

Our design approach combines creative hand sketches with advanced computer technology for 3D modeling and accurate documentation. We are able to communicate ideas effectively and move efficiently through the design process by combining the creative and technical process. A result of this approach is a repeat client list that represents a majority of our business.



## Where we are

Town of Avon  
48 East Beaver Creek Blvd, Suite 303  
Avon, CO 81620

City of Santa Barbara  
101 El Paseo,  
Santa Barbara, CA 93101

Legal Status:  
S Corporation

## Shareholders

Jack Zehren (President, Principal)  
Darlene Zehren (Vice President, Secretary)  
Dave Kaselak (Vice President, Principal)  
Tim Losa (Principal)  
Susan Nowakowski (Principal)  
Pedro Campos (Principal)  
Kim Stiak (Controller)




## ZEHREN AND ASSOCIATES FIRM PROFILE

CITY OF DELTA VETERANS PARK DESIGN SERVICES  
Zehren and Associates, Inc Team Qualifications



## Firm Qualifications and Capabilities

 **SGM** was founded in 1986. For 38 years, SGM employees have lived, worked, and raised families in the Western Colorado communities we have helped build and protect. As a result, SGM's services are delivered with unparalleled authenticity and pride. The resulting success of our clients has supported SGM's growth to over 125 employees – the largest full-service engineering, surveying, and consulting firm based in western Colorado. SGM's **commitment to quality service** and **long-term client relationships** has made this success possible. In addition to our headquarters in Glenwood Springs, SGM also has offices in Grand Junction, Gunnison, Durango, Aspen, Salida, and Meeker to provide hands-on, rapid response service to our clients.

One of SGM's biggest strengths is our firsthand knowledge of Western Colorado's local labor and materials market. Our established relationships with local firms (contractors, material suppliers, engineers) and local and state regulatory personnel have created irreplaceable trust and familiarity regarding efficiency and quality.

For the City of Delta's Veterans Park project, SGM will perform the **civil engineering** and **survey efforts**. Jerry Burgess, P.E., will be the Lead Civil Engineer with support from the Grand Junction and Gunnison SGM offices. He will work closely with Erik Bjornstad, P.L.S., the Survey Team Leader, to obtain all existing condition and topography survey data for design and construction staking. For the site survey work, we will request utility locates and then survey the site with both traditional total station survey gear and will utilize an aerial drone to provide a high-resolution aerial image of the site.

### Lead Civil Engineer



#### **Jerry Burgess, PE**

**Professional Experience:** 30 years / 17 years with SGM

**Professional License:** CO PE 38250

**Contact:** 970.707.8152 / [jerryb@sgm-inc.com](mailto:jerryb@sgm-inc.com) / **Location:** Gunnison

**Jerry Burgess, PE**, will serve as the **Lead Civil Engineer**. He brings over 30 years of experience with infrastructure and site civil design for various clients, including municipalities and special districts, private developers, ski resorts, and national parks. Jerry's experience and technical skills will ensure that projects are well-supported. Jerry's diverse experience includes nearly 15 years as a National Park Service engineer, including Glacier, Mesa Verde, Curecanti, and Black Canyon of the Gunnison National Parks. *Full resume provided.*

### Survey Team Lead



#### **Erik Bjornstad, PLS**

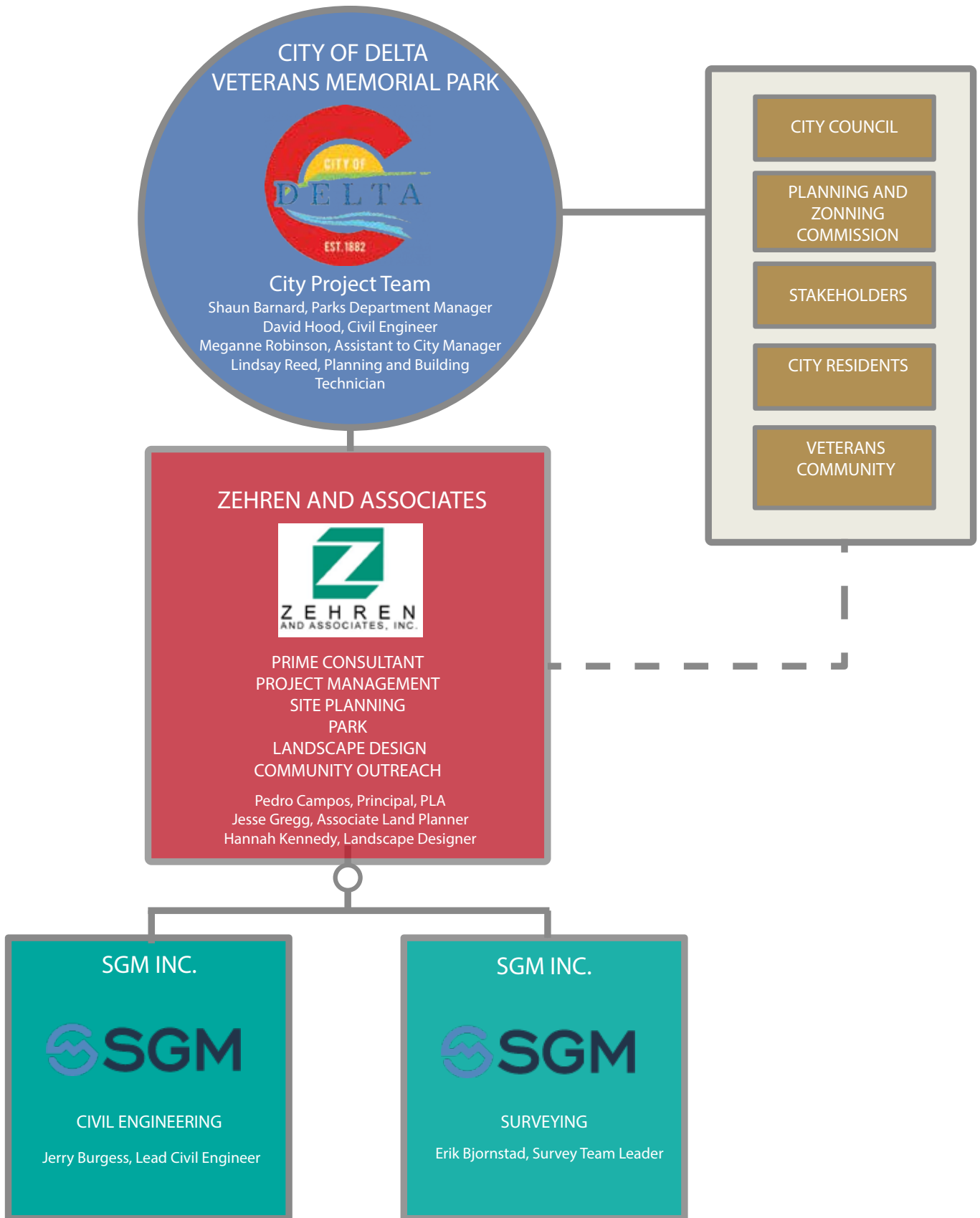
**Professional Experience:** 17 years / 17 years with SGM

**Professional License:** CO PLS 38697 / FAA Certified sUAS Pilot

**Contact:** 970.641.5355 / [erikb@sgm-inc.com](mailto:erikb@sgm-inc.com) / **Location:** Gunnison

**Erik Bjornstad, PLS**, has extensive experience in a variety of survey work, including construction layout, topographic/existing conditions mapping, ALTA surveys, boundary surveys, utility mapping, floodplain, and wetland surveys. He will serve as the **Professional Land Surveyor** for this project. In addition to field skills, he has extensive AutoCAD® knowledge that he extends to the survey and engineering departments. Erik has provided survey services to western and central Colorado municipalities since 2006. *Full resume provided.*

# PROJECT TEAM ORGANIZATION CHART



# KEY TEAM MEMBER, ROLES, AND RESPONSIBILITIES

The following are the key Zehren team members assigned to the City of Delta Veterans Park Design Services:

## Zehren and Associates, Inc:

### Project Management, Site Planning, Landscape Architecture, and Community Engagement:

#### Pedro Campos, Principal, Landscape Architect

Pedro will serve as the Principal-in-Charge for the Zehren and Associates project team. Pedro will be responsible for the delivery of the scope of work, the schedule and the project approvals. Pedro will lead major public meetings and presentations, site design, and manage the schedule and deliverables. He will participate in project management meetings with City staff and the consultant team and be the lead presenter at City Council meetings.

#### Jesse Gregg, Senior Associate, Landscape Designer

Jesse will serve as the project manager and primary point of contact for the City and the overall team. As the primary landscape designer on the effort he will assist Pedro with developing the design and layout of the Veteran's Park to meet the goals of the City. Jesse will be responsible for technical documentation of the design, coordination with other in-house and external consultants, and managing the files shared by the project team. Jesse has worked closely with Pedro on numerous efforts and has familiarity with the City of Delta as a western Colorado native.

#### Hannah Kennedy, Landscape Designer

Hannah will serve as the main supporting design staff during the effort. She will assist Pedro and Jesse with the drafting and rendering of project graphics and plan documents. She will help prepare materials for public outreach and engagement, and with the evaluation and selection of different park furnishing and equipment. Hannah has been helping Pedro and Jesse with several parks projects from which she can draw upon for the Veteran's Park design.

## Zehren and Associates, Inc.

### Landscape Architecture Team



**Pedro Campos, PLA**

Principal-In-Charge  
Licensed Landscape Architect  
27 years of experience



**Jesse Gregg, ASLA**

Senior Associate  
Project Manager / Landscape Designer  
13 years of experience



**Hannah Kennedy**

Landscape Designer / Graphic Design  
3 years of experience



## KEY PERSONNEL ROLES AND RESPONSIBILITIES

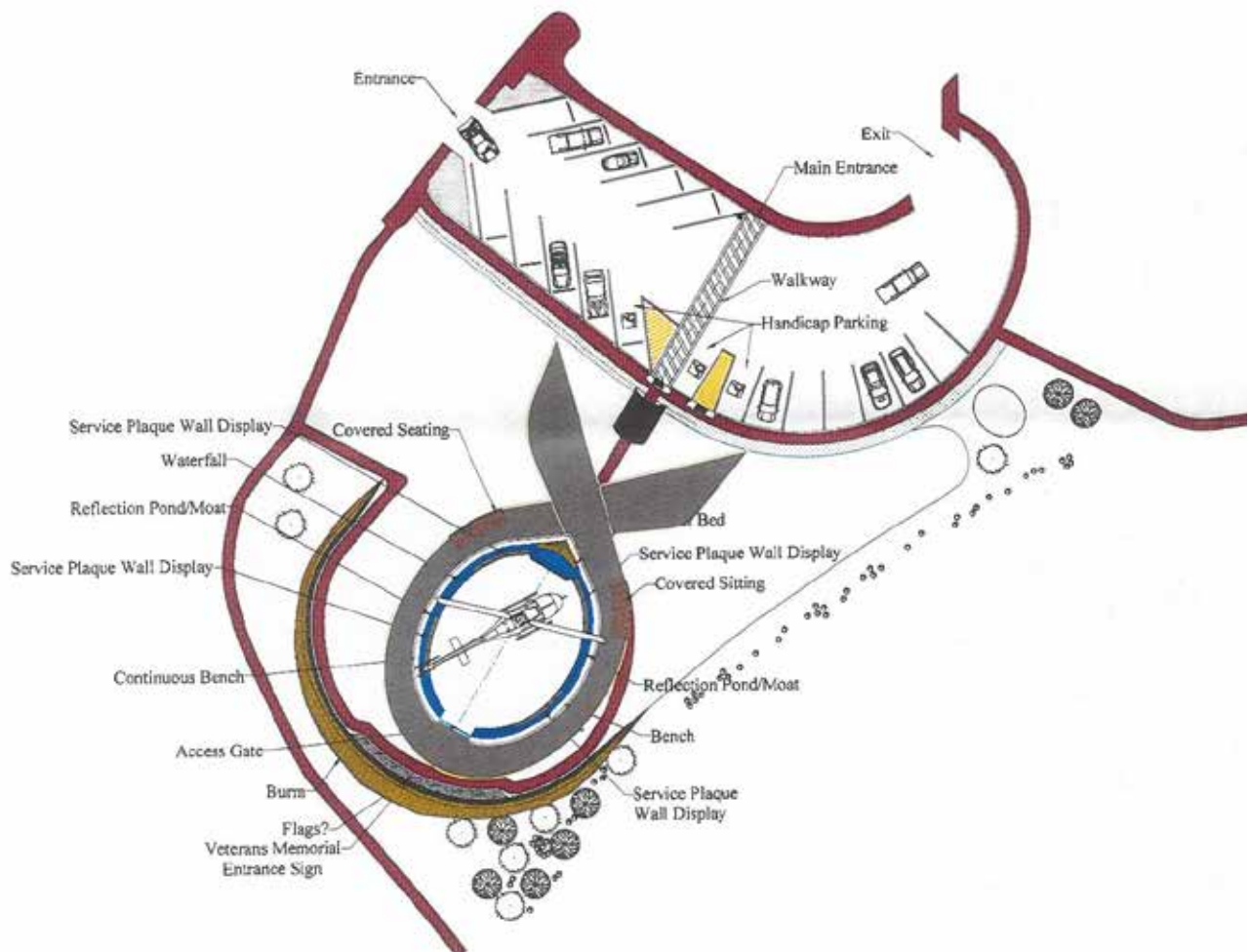
# PROJECT UNDERSTANDING

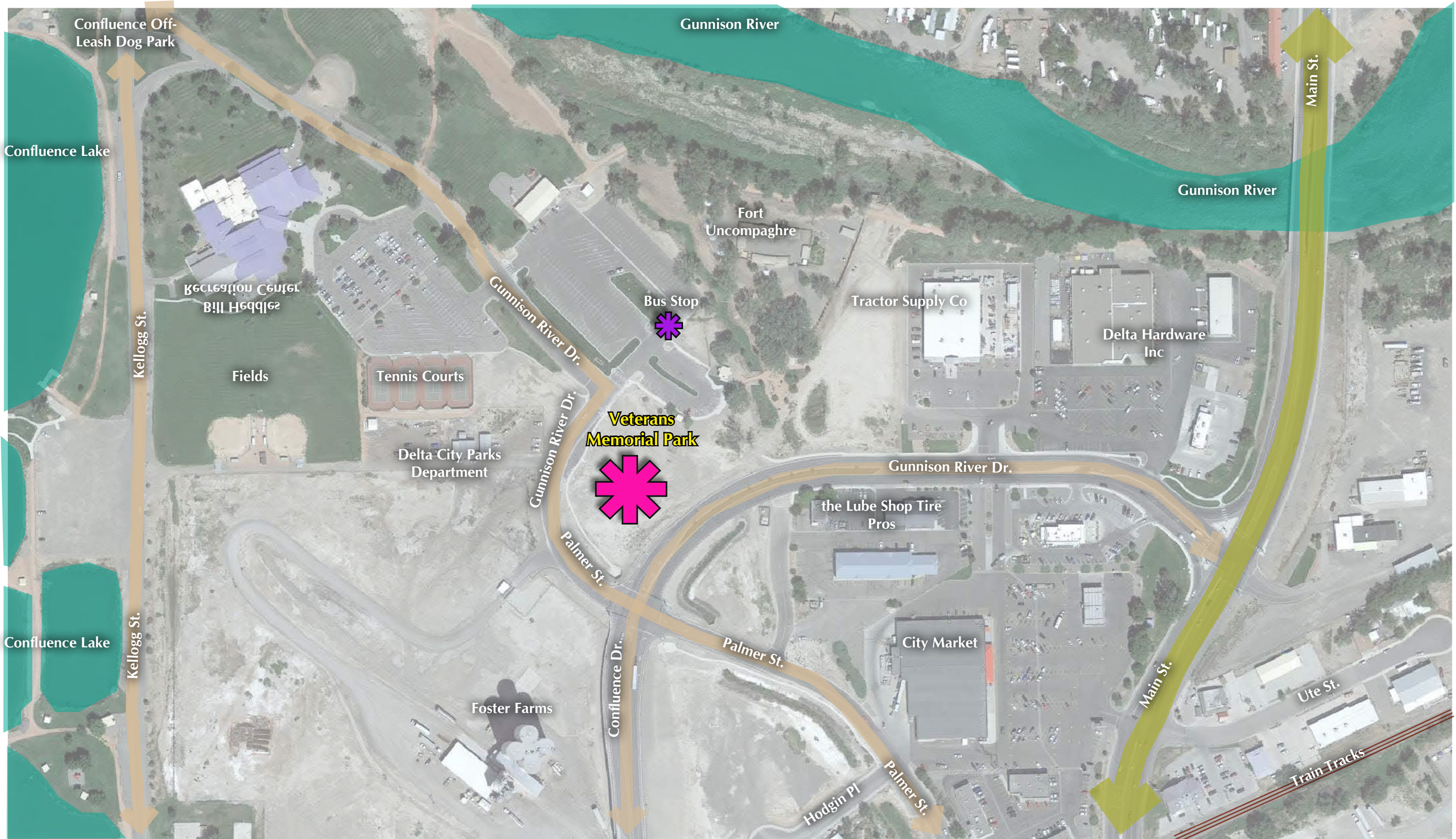


## Understanding of the Delta Veterans Park Design Services project and context

Our team understands the following aspects related to the project, site and neighborhood context, all of which will play a factor in shaping the design and program for the Veteran's Park:

- The City of Delta was dedicated the 2 acre parcel of land adjacent to Fort Uncompahgre a few years ago and the Veteran's Park project has been contemplated upon the site since that time. A design concept was prepared and provided as part of the RFP (see below). We understand this concept is the starting point for the design of the project.
- The site is within Confluence Park and adjacent to the Uncompahgre Fort historic and interpretive park. There are other important park and recreation facilities in the immediate vicinity the Veteran's Park needs to relate to and fit within. These include the Recreation Center, the Parks Management and Service Complex, the water conservation demonstration garden among others.
- The project site is highly visible from the adjacent road, and in the foreground of the view from the road. The site has the opportunity to serve as a gateway for the City and an entrance into the Park.
- The Veteran's Site Park is in reasonable proximity and has pedestrian connectivity with downtown via the paved trail that crosses under the main road via an underground box culvert.
- The Context Map on the next page conveys our team's understanding of the site's location, adjacent facilities and land-uses, and relationship to the downtown.





**CONTEXT MAP**





Scale: 1"=40'



### PROJECT SITE WITH CONCEPT PLAN OVERLAY





## EXISTING SITE PHOTOS



A restroom building on the northeastern side of the existing parking lot.



A path leading to the northeastern side of the site where existing signs are the entrance to the Fort Uncompahgre Interpretive Site.



The Fort Uncompahgre Interpretive Site building.



The existing conditions of the northern corner of the site looking west towards the existing open space and parking lot.



The existing timber shelter on the north side of the site. The existing parking lot is to the north of the shelter.

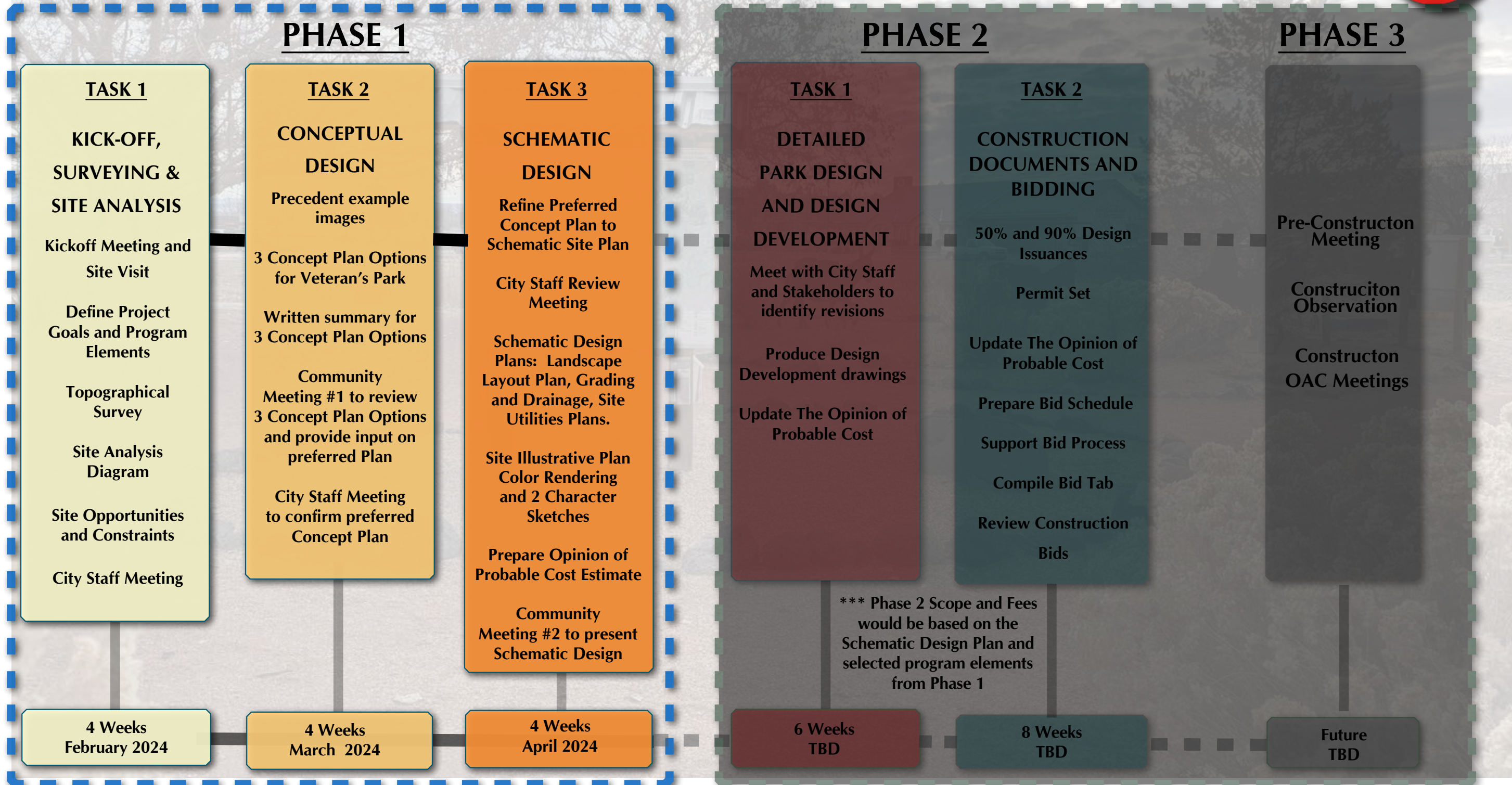


The existing underpass on the southeastern corner of the site. It crosses diagonally under Confluence Drive.

## PROJECT SITE EXISTING CONDITIONS IMAGES

# Design Process and Timeline for the City of Delta Veterans Park

The following is a graphic representation of the design process and the milestones therein. If the team is selected this diagram will be used to communicate the design process to others including neighbors, stakeholders and project partners and the Veterans Community.



## DESIGN PROCESS & SCHEDULE



# SCOPE OF WORK

The scope of work proposed for the project is divided into (3) Phases of Work as follows:

## Phase 1: Survey, Concept Design, Schematic Design

## Phase 2: Design Development and Construction Documents

## Phase 3: Construction and Construction Observation / Administration

This proposal includes the scope of work and fees for **Phase 1** which is broken down into three major tasks including:

### **Task 1: Kick-off, Topographic Survey, Programming, and Site Analysis**

### **Task 2: Concept Design - 3 Concept Plans**

### **Task 3: Schematic Design and Cost Estimate**

Our team is proposing this approach in order to define the scope of the project and program in Phase 1, and establish an overall project budget. The scope of work for Phases 2 and 3 would be based on the schematic design of the preferred plan and cost estimate determined in Phase 1. We believe this approach will allow the City and design team to explore design options for Veterans Park based on the existing concept plan, and integrate new ideas and program elements that may not yet have been considered. This approach will also result in key deliverables and visuals in Phase 1 that will help the City promote the project with the veteran's stakeholders and the community-at-large, and also conduct a fundraising capital campaign. We hope this approach is appealing to the City in that it allows for incremental planning and budgeting for the project, and opportunities to revisit the design and test different ideas to maximize the potential of the project impact and outcome.

The Phase 1 scope of work for Task 1, 2 and 3 is described in greater detail in the narrative below and is also expressed as a Design Process Diagram and Timeline in the page thereafter.

### **Task 1. Kick-off, Topographic Survey, Programming, and Site Analysis**

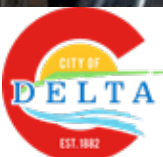
The scope of work proposed to be completed under this task is as follows:

1. Kickoff meeting and Site Visit with the project team and City staff to familiarize ourselves with the site and discuss potential opportunities and constraints.
2. Identify the Goals and Objectives that the design of the park will strive to achieve.
3. Complete a topographical survey of the project site to identify the existing property boundaries, elevations, visible utility structures, and easements.
4. Create a Site Analysis diagram that analyzes and captures the opportunities and constraints of the site relative to information gathered during the site visit and surveying. This will be a bubble diagram to define pedestrian circulation routes, spatially allocate the programmatic features on the site and identify preferred adjacencies between the different park elements.
5. Meet with City staff to review the Site Analysis diagram and survey.
6. Prepare a summary of the site opportunities and constraints to help guide the design of the park.

### **Task 2: Concept Design - 3 Concept Plan Options / Select Preferred**

The scope of work proposed to be completed under this task is as follows:

1. Prepare 3 Concept Plan Options for Veteran's Park exploring different layout, design ideas, and program elements. The first concept plan options will use the existing concept provided by the City as the framework and we will use the existing layout, design ideas and program elements directly. The second concept plan option will use the existing concept framework but propose some changes and new program elements. The third concept plan option will be a new layout and set of ideas. It will depart from the existing concept as a 'what-if' for the City and community to review, and to open up the project to design ideas and program elements not yet considered.



## SCOPE OF WORK - Continued

2. Prepare precedent image boards with examples of park program elements and design ideas that are being considered in the 3 Concept Plan Options and to help the City and Community understand the design and variations in each Concept Plan Option.
3. Prepare a written summary of the pros and cons of each site plan option to help guide the selection of a preferred concept.
4. Conduct Community Meeting #1 to review the 3 Concept Plan Options and gather input, feedback and preferences. There will be exercises to help the community rank the 3 Concept Plan Options, and to help identify the preferred option to carry forward in Task 3.
5. Meet with City staff to confirm the preferred Concept Design option, or a preferred 'hybrid' option taking ideas from more than one of the options.

### **Task 3: Schematic Design and Cost Estimate**

The scope of work proposed to be completed under this task are outlined as follows:

1. Refine the preferred Concept Plan Option to a greater level of detail and develop a Schematic Design Site Plan for Veteran's Park. The Schematic Design Site Plan will be a combination of hand and computer drawing, referenced to the survey and drawn to scale. It will identify and quantify major features, planting material types, paving types, furnishings, shade structure(s), lighting, furnishings, parking and sidewalks.
2. Based on the Schematic Design Site Plan prepare coordinated schematic design level landscape and civil engineering plans including landscape planting plan, layout and materials plan, grading and drainage plan, utility and infrastructure plan
3. Prepare a colored Site Plan Illustrative Plan for Veteran's Park
4. Prepare two conceptual character sketches for Veteran's Park, one at eye-level focused on major elements, and the other as an overall bird's eye level focused on the overall park.
5. Prepare an Opinion of Probable Cost following the issuance of the final Schematic Design Plan to help the City set a budget for the project.

### **PHASE 2 and 3 (not currently included in this proposal)**

The scope and fees for Phases 2 and 3 are not included in the proposal at this time based on unknowns regarding the actual final program, park design, and project budget. The scope of work and fees for Phases 2 and 3 would be negotiated at the completion of Phase 1 or at a later date when the City is ready to advance with the project. We have included in this proposal the scope of work and deliverables that we would accomplish in Phases 2 and 3 for reference only, and to give the City a clear idea of what the next steps in the process would entail.

### **Phase 2:**

#### **Detailed Park Design and Design Development**

The scope of work that would be completed under this task are outlined as follows:

1. Zehren and Associates will meet with City Staff and Stakeholders to review the Schematic Design drawings and identify any revisions that need to be made moving forward into more detailed design of the park.
2. ZAA will incorporate the requested revisions to the Schematic Design drawing and produce a set of Design Development drawings for the park using the Schematic Design Plan and Topographic Survey, as a basis of design. This stage of design would further detail the previously completed design work and engage a full team of technical consultants to include civil, structural, and irrigation drawings.
3. The anticipated deliverables for this phase include the following:
  - Demolition Plan
  - Civil Site Plan
  - Landscape Plan
  - Layout and Materials Plan / Landscape Site Plan
  - Enlargement Plans (As Needed)
  - Site Sections
  - Notes and Product Specifications Sheets



## SCOPE OF WORK - Continued

- Grading Plan
  - Storm Sewer and Drainage Plan
  - Utility Plan
  - Irrigation Plan
  - Preliminary Civil, Landscape, Irrigation, Structural and Planting Details
4. Design Development Drawings will be prepared using AutoCad and issued in pdf format.
  5. The Opinion of Probable Cost will be carried forward and updated following the issuance of the Design Development Drawings.

### **Budgeting, Cost Estimates**

The scope of work that would be completed under this task is as follows:

1. Zehren and Associates will prepare an Opinion of Probable Cost for the project at key design milestones to ensure that the park is within the budget set forth by the City.
2. The first iteration of the Opinion of Probable Cost (OPC) will be prepared following the issuance of the Schematic Design Plan in Phase 1. This will allow cost based decision making and revisions to take place prior to moving forward with more detailed design of the park. The OPC will be updated an additional (3) times, as the design work progresses, and tracking with the issuances of the Design Development Drawings, 50% Construction Documents, and 90% Construction documents.
3. The OPC will be based on our current knowledge of construction costs and pricing.

### **Construction Documents and Bidding**

The scope of work proposed to be completed under this task are outlined as follows:

1. Zehren and Associates will meet with City Staff and Stakeholders to review the Design Development drawings and identify any revisions that need to be made moving forward into the preparation of Construction Documents for the park.
2. ZAA will develop Construction Documents for the park in coordination with the team of technical sub-consultants. The Construction Documents will be a continuation of the design work produced in the Design Development phase with additional detail and specifications being added to the drawings.
3. The anticipated deliverables for this task include the following items:
  - Demolition Plan
  - Civil Notes and Specifications Sheet
  - Civil Site Plan
  - Erosion and Sediment Control Plan
  - Grading Plan
  - Storm Sewer and Drainage Plan
  - Path Profiles
  - Storm Sewer Profiles (As needed)
  - Utility Plan
  - Landscape Notes and Specifications Sheets
  - Landscape Plan
  - Layout and Materials Plan / Landscape Site Plan
  - Playground Equipment Layout Plan
  - Enlargement Plans (As Needed)
  - Site Sections
  - Irrigation Plan
  - Structural Notes and Specifications
  - Construction Detail Sheets for Landscape, Civil, Structural, Irrigation, and Planting
  - Site Furnishings Cut Sheets and Specifications
4. Construction documents will be issued at approximately the 50% and 90% level of completion for coordination, pricing, review, and bidding purposes. The final issuance of Construction Documents will be a stamped Permit Set that can be used for obtaining a building permit for the project.
5. Following the completion of the 90% Construction Document package, Zehren and Associates will prepare a Bid Schedule that quantifies the materials, equipment, furnishings, and demolition required to complete the project. These will include the following:
  - Preparing a Bid Schedule
  - Compiling drawings and specifications



- Attending one pre-bid meeting
- Answering contractor questions during the bid process

### **Phase 3:**

#### **Construction Administration - (Optional Additional Service)**

The scope of work proposed to be completed under this task is as follows:

1. Answering contractor questions (RFI's)
2. Reviewing submittals
3. Attending weekly Owner / Architect / Contractor (OAC) meetings
4. Construction observation at critical stages of the project
5. Prepare punch list at substantial completion
6. Assist the Town with final acceptance of the work.

#### **Exclusions**

Following are services excluded from the current scope of work based on our understanding of the RFP and project structure. In the event some of these services are needed, ZAA proposes to provide them on a hourly basis pre-approved by the Client:

- Geotechnical Report / Analysis
- Three Dimensional Modeling (unless requested)
- Promotional Graphics (unless specified in scope of work)
- Formal Presentations to City Council or Planning Commission (unless requested)
- Mechanical, Electrical, and Plumbing Engineering
- Community Surveys
- Architectural design of structures and buildings



# SCHEDULE

Exact dates for the delivery of the scope of work and major milestones will be determined with the City as part of contract negotiations and confirmed at the start-up of the project. If an interview is requested as part of the RFP process, the project team will outline a tentative schedule in greater detail for review with the project staff.

The following general schedule is anticipated for Phase 1 of the project, assuming a start date no later than February 1, 2024:

<u>Phase 1</u>	<u>Approximate Time frame</u>
<b>Task 1. Kick-off, Survey, Programming, Site Analysis</b>	February 2024 (4) Weeks
<b>Task 2. Concept Design</b>	March 2024 (4) Weeks
<b>Task 3. Schematic Design</b>	April 2024 (4) Weeks
<b><u>Total Project Duration</u></b>	<b>(3) Months / Appox 90 days</b>

*\*The schedule for Phase 2 and 3 would be determined at the conclusion of Phase 1, and in coordination with the scope of work and fees.*



# FEE PROPOSAL

## FEE PROPOSAL - Phase 1

### Task 1 Kick-Off, Survey, Program, Site Analysis

Zehren and Associates, Inc:	\$ 6,700
SGM	\$ 10,500
<b>Sub-total</b>	<b>\$ 17,200</b>

### Task 2. Concept Design

Zehren and Associates, Inc:	\$ 10,000
SGM	\$ 3,000
<b>Sub-total</b>	<b>\$ 13,000</b>

### Task 3. Schematic Design

Zehren and Associates, Inc:	\$ 10,000
SGM	\$ 9,730
<b>Sub-total</b>	<b>\$ 49,930</b>

Re-imbursable expenses (5%) \$ 2,497

**Grand Total \$ 52,427**



**PROFESSIONAL FEE ESTIMATE**

**CITY OF DELTA VETERANS PARK DESIGN SERVICES**  
Zehren and Associates, Inc Team Qualifications



PROPOSAL FORM

Veterans Park Design Services

12

Proposal Submission Cut-Off- 2:00 pm on January 8, 2024, all proposals shall be submitted and stamped at the City of Delta City Hall, 360 Main Street Delta, CO 81416 or submitted electronically as described in this RFP

12

Public Proposal Opening- 2:15 pm on January 8, 2024. per addendum #3.

at the City of Delta City Hall, 360 Main Street Delta, CO 81416.

Name of Vendor: Zehren and Associates, Inc.

Total Bid Amount: \$ 52,427.00

Total Written Bid Amount: Fifty Two Thousand and Four Hundred Twenty Seven Dollars.

Participation in Walk-Through Yes, in person - Pedro Campos.

Estimated Start Date: February 1st, 2024

SUBMITTED on: January 12, 2024.

- Pedro Campos.
- Pedro Campos, Principal.

\* Addendum 1, 2, and 3 reviewed as part of proposal response.



## REFERENCES

### Stephanie Jaquet

Parks and Recreation Director  
Town of Telluride, Colorado  
(970) 728-5359 / sjaquet@telluride-co.gov

### Moira Compton

Owners Representative  
Durango Mesa Park, Durango, Colorado  
(970) 769-0521 / mmcompton@gmail.com

### Scott O'Brien

Public Works Director  
Town of Dillon, Colorado  
(970) 262-3408 / scotto@townofdillon.com

### Ernest Saeger

Executive Director  
Vail Valley Mountain Trails Alliance  
(607) 778-0337 / ernest@vvmta.org

### Jeff Schneider

Construction Manager  
Eagle River Water and Sanitation District  
Vail, Colorado  
(970) 477-5415 / jschneider@erwsd.org

### Mike Ortiz

General Manager  
Vail Recreation District  
(970) 479-2279 / mortiz@vailrec.com

### John Wenzel

Public Works Director  
Town of New Castle  
(970) 984-0669 / jwenzel@newcastlecolorado.org



## PROFESSIONAL REFERENCES

CITY OF DELTA VETERANS PARK DESIGN SERVICES  
Zehren and Associates, Inc Team Qualifications





**PEDRO CAMPOS, PLA / ASLA**  
Principal  
Master Planner & Landscape Architect

As a State of Colorado licensed landscape architect with twenty-seven years of diverse professional experience, Pedro is committed to work that applies the principles of sustainability to innovate beyond conventional development and land use planning. He has focused his professional experiences in regional landscape architecture and land planning in the inter-mountain west of the United States with specific focus in the western slope of Colorado and its surrounding communities.

Pedro's professional career has been extremely diverse and span several aspects of design and planning practice. He is a well-rounded professional with direct work experience ranging from large scale community planning, site specific detail design, and project implementation. He has particular professional strengths in project management, master planning and visioning, site-specific planning, landscape design, public speaking, community facilitation/communication and consensus building. He has specialized in public sector work focused in parks, open space and recreation in mountain communities, resorts and destination environments with sensitive landscape attributes. He has developed an expertise in working closely and collaboratively with local municipalities, agencies, and districts in complex master planning efforts with community engagement processes.

Pedro is proud to call Colorado his home and regards his position as a landscape architect and planner as an opportunity to be a leader in the design, planning and development in the region. He has made several important contributions toward improving the quality of the surrounding human and natural environment with projects that emphasize water conservation, regional appropriateness, driven by a sustainable design approach and underlying ecological principles.

Pedro served as an appointed member of the Eagle County Planning Commission from 2009 to 2012 and in that role has elevated the role of landscaping architecture and land planning in local development and long range planning and shaped the direction of several significant projects, with specific emphasis on trails, open space, sustainability and the visual quality of the built environment. He is the lead planner and designer for the Eagle Vail Community Gardens, in the community where he lives with his family.

**EDUCATION**

Masters of  
Landscape Architecture,  
California State  
Polytechnic University,  
Pomona, CA 1996

Bachelor of Integrated Arts,  
Pennsylvania State  
University,  
University Park, PA 1993

**REGISTRATION**

Landscape Architect,  
State of Colorado # 373  
2008 to present

**AWARDS**

ASLA Honor Award for  
Excellence in Landscape  
Architecture Study

**SERVICE**

Eagle County  
Regional Trails Committee  
2016 to present

Town of Avon  
Cultural , Arts and Special Events  
Commission  
2017 - present

Betty Ford Alpine Garden  
Board of Directors,  
2019 - present

Vail Valley Partnership Board of  
Directors, 2019- present

**Project experience:**

- Durango Mesa Area Plan, City of Durango, Colorado
- Veterans Cemetery of Western Colorado, Grand Junction, Colorado,
- Eagle River Park, Eagle, Colorado
- Nottingham Park Master Plan, Avon, Colorado
- New Castle Sports Park, New Castle, Colorado
- Sayre Park Master Plan, Glenwood Springs, Colorado
- Town Park Master Plan, Dillon, Colorado
- Denver Water Land Disposition Strategy, Dillon, Colorado
- Water Conservation and Xeriscape Demonstration Gardens, Eagle, Colorado
- Avon Road and Pedestrian Mall Landscape Improvements, Avon, Colorado
- Gerald R. Ford Amphitheater Renovation, Vail, Colorado
- Ford Park Upper and Lower Bench Park Improvements, Vail, Colorado
- Little Beach Park Master Plan, Minturn, Colorado
- EagleVail Parks Master Plan, Pavilion Park Playground, EagleVail, Colorado
- River Edge Colorado Landscape & Open Space Standards Garfield County, Colorado
- Girdwood Commercial Areas and Transportation Plan, Anchorage, Alaska
- Traer Creek Plaza (LEED Certified) Landscape Design, Avon Colorado
- Steamboat Springs Sub-Area Mountain Town Plan, Steamboat Springs,
- Freedom Park Recreational Fields Master Plan, Edwards, Colorado
- Eagle Vail Community Garden, EagleVail, Colorado





**JESSE GREGG, ASLA**  
Associate, Land Planner



Jesse is a Colorado native and has grown up in the Eagle River Valley. This has given him a great appreciation for the mountain environment and a robust understanding of the integral connection between nature, culture, and the built environment. He attended Colorado State University in Fort Collins, Colorado where he received his Bachelor of Science in Landscape Architecture, as well as an award for excellence in Landscape Architecture. Jesse's design philosophy is rooted in the elements of nature and culture. He has always drawn inspiration from nature in his designs and has been intrigued by the way a landscape evolves over time. He also draws inspiration from the site itself and looks for opportunities to tell the history of a place through artifacts, materials, or other culturally significant symbols.

Jesse was drawn to Zehren & Associates because of its long history with Resort Master Planning and Design and the opportunities to design in Mountain Resort Oriented projects. He also wanted to return the area in which he grew up. He currently serves as the Planning Commissioner for the Town of Eagle. Some unique attributes that Jesse brings to the design team include design creativity, vision, plant knowledge, and attention to detail. When not laying out his next design, Jesse can be found snowboarding, fishing, hunting, rafting, hiking, or playing golf

**EDUCATION**

Bachelor of  
Landscape Architecture  
Colorado State University  
Fort Collins, CO 2007

**EXPERIENCE**

13 Years In Industry  
10 Years at Zehren and Assoc.

**AFFILIATIONS**

American Society of  
Landscape Architects

**SERVICE**

Planning Commissioner  
Town of Eagle 2014-2022

**REPRESENTATIVE PROJECTS AT ZEHREN INCLUDE:**

- Taos Ski Valley, New Mexico
- The Education at Betty Ford Alpine Gardens, Vail, Colorado
- Dillon Town Park, Dillon, Colorado
- Eagle River Park, Eagle, Colorado
- Ford Park Lower Bench Playground Renovation, Vail, Colorado
- Gerald R. Ford Amphitheater Renovations, Vail, Colorado
- Sugar Bowl Ski Area Sporthaus Renovations, Vail, Colorado
- Vail Golf Clubhouse and Driving Range Renovations, Vail, Colorado
- Sayre Park, Glenwood Springs, Colorado
- Bear Dance Park, New Castle, Colorado

**OTHER PROJECTS INCLUDE:**

- Don River Park, Toronto, Canada
- 2012 Olympic Whitewater Course Landscape, Broxbourne, England
- Harvard Northwest Labs Landscape, Cambridge, Massachusetts,
- Jacob Javits Plaza, New York, New York
- Penn Park, Philadelphia, Pennsylvania
- Pier C Park, Hoboken, New Jersey





Hannah was born and raised in St. Louis, Missouri. She and her parents took many summer trips to Rocky Mountain National Park where her love for the outdoors developed. Hannah's passion for art and nature came together at Iowa State University where she received her Bachelor of Science in Landscape Architecture. After working two years in the Chicago area as a residential landscape designer, she decided to pursue a career in the mountains at Zehren and Associates.

Hannah's desire to help people and the environment is what inspires her. She loves to reflect the culture of a place in her designs through patterns, materials, and a diverse palette of native plants.

Hannah's hobbies include hiking, running, painting, lifting weights, baking, and building Legos.

**REPRESENTATIVE PROJECTS AT ZEHREN INCLUDE:**

**EDUCATION**

Bachelor of Science in  
Landscape Architecture  
Iowa State University  
Ames, Iowa 2015-2020

Study Abroad- Ecology and  
Geography  
University of Otago  
Dunedin, New Zealand 2019

- Avon Lot B Design, Avon, Colorado
- Arrowhead HOA Base Area Improvements, Edwards, Colorado
- Newcastle Roundabout & Gateway Landscape, Newcastle, Colorado
- Beaver Creek 49 Elk Track Renovation, Beaver Creek, Colorado
- Eagle Bike Park, Eagle, Colorado

**ARROWHEAD HOA BASE AREA IMPROVEMENTS:**

FIGURE 1: Plan of Proposed Splash Pad and Nature Play Area.

FIGURE 2: Perspective of Proposed Splash Pad and Nature Play Area.

FIGURE 1

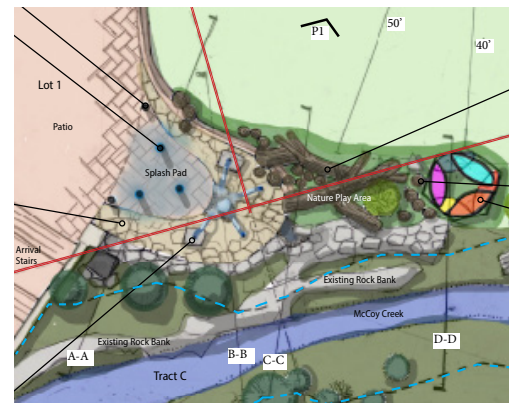


FIGURE 2





## General Background

Jerry is a Colorado licensed professional engineer with over 31 years of general civil engineering experience. He has a broad and diverse background in all facets of civil engineering, construction, facilities management, and project management. His expertise includes the needs identification, planning, design, and construction for water, wastewater, road, and general municipal infrastructure. Jerry's engineering and construction experience has included private development infrastructure design and construction and extensive time with the National Park Service. Before coming on board with SGM, Jerry spent 14 years providing design and construction management for the National Park Service. He joined SGM in 2006.

### Job Description

Gunnison Branch Manager  
Senior Project Engineer /  
Project Manager

### Education

BS Civil Engineering,  
University of Colorado -  
Denver, 1992

### Registration/Certification

Professional Engineer,  
Colorado, #0038250  
American Society of Civil  
Engineers (ASCE)

## Experience

### SGM, Gunnison, Colorado

Senior Engineer—June 2006 - Present

### National Parks Service, Lakewood, Colorado

Project Manager—June 1992 - June 2006

## Summary of Experience

**General Municipal Engineering.** Jerry has been both a consultant and City or Town engineer for various municipalities in western Colorado. He has worked predominantly with Colorado's cities, towns, resort areas, and private developers. Jerry works closely with clients to identify asset conditions and provide a needs assessment, and is known for his ability to develop alternative strategies for the repair or rehabilitation required, design and construction cost knowledge, and leadership during the design and production of bid documents leading to the award of a project.

**Road, Drainage, and Utility System Design and Rehabilitation.** Jerry's focus over the last decade has been to assist towns and cities throughout western Colorado with their utility systems needs, whether a new water system, repairing or rehabilitating a roadway, or replacing wastewater infrastructure.

**Utility System Design and Rehabilitation.** Jerry has prepared design and construction documents for the repair/rehabilitation and replacement of numerous utility systems and related infrastructure, including water and wastewater system condition assessments, inflow and infiltration studies, and overall infrastructure assessments.

**Land Development.** Jerry has lead efforts to provide Civil infrastructure design for residential and mixed-use commercial developments, including site design; water and sewer distribution systems including wastewater lift stations; road, traffic and traffic related solutions; drainage control; and routing for both traditional drainage control and low impact development drainage controls. Jerry has provided development reviews for the municipalities of Buena Vista, Salida, the Town of Mt. Crested Butte, and Crested Butte, and various SGM in-house QA/QC reviews.

**Facilities Management and Maintenance.** Jerry has spent ten of his 14 NPS years within the NPS Facility Management division, both as a Park Engineer and Chief of Facility Management. He is quite familiar with the NPS asset management program and the unique needs of tourist-based recreation destinations. Jerry has a keen eye for providing practical, cost-effective solutions that cover both short-term needs and long-term maintenance considerations. Jerry continues to wear his "facility manager hat" in working for SGM supporting rural municipalities, counties, and special districts with their infrastructure needs. Jerry has provided new design and infrastructure rehabilitation in congested developed areas, working with design teams to fit new structures, or rehabilitate existing structures, while providing for utilities, access, and storm water drainage.

## SGM INC. FIRM PROFILE



## General Background

Erik is a professional land surveyor with over 17 years of experience. Erik is in charge of the Gunnison Survey Team and is responsible for all office calculations and crew construction lineouts for various construction projects throughout Gunnison County. Since coming to work for SGM in 2006, Erik has worked on a wide variety of survey projects including existing condition/topographic surveys, ALTA surveys, boundary surveys, wetland surveys, and construction layout.

Before coming to SGM, Erik served as the Field Director for the Western State College Archaeology program where he oversaw all survey and mapping on a multitude of archaeological projects. In addition to field skills, he has extensive AutoCAD® knowledge that he extends to both the survey and engineering departments.

### Professional Land Surveyor

Gunnison Survey Team  
Lead, Principal

### Education

BA Geology with  
Anthropology emphasis  
and a minor in  
Environmental Studies,  
Western State College,  
CO, 1997

### Registration/Certification

Professional Land  
Surveyor, CO  
PLS 0038697

## Skills / Abilities

- Erik has completed over 331 surveys
- On a daily basis, Erik works on topographic/existing conditions surveys on land ranging from small individual lots to large multi-acre parcels
- Erik is an expert and respected resource for all aspects of Field Survey, including field work, map preparation and as the Surveyor or Record for boundary and Right-of-Way surveys within the Public Lands Survey System, ALTA surveys, Department of Transportation ROW surveys, existing condition/topographic surveys, subdivisions, design surveys, topographic mapping, monitoring surveys, GPS and aerial mapping control networks, wetland surveys, construction staking, construction layout, and oil & gas surveys
- Construction layout experience includes roads, utilities, retaining walls, and structures ranging from residential dwellings to multi-million dollar buildings
- Erik has worked with numerous stakeholders - land owners, contractors, developers, architects, engineers, land planners, energy companies, municipalities, county, and state government agencies

## Representative Project Experience

Erik was responsible for all aspects of these successful surveying projects located on the Western Slope of Colorado.

- Western Colorado University Rady Building and Gateway Park, Gunnison, Colorado
- Gunnison Airport Project, Gunnison, Colorado
- Western Colorado University Mountaineer Bowl, Gunnison, Colorado
- Academy Place Affordable Housing Project, Crested Butte, Colorado
- Paintbrush Affordable Housing Project, Gunnison, Colorado
- Gunnison BLM Building, Gunnison, Colorado
- Gunnison Rising Sewer Project, Gunnison, Colorado
- Lake City School, Lake City, Colorado
- Town of Moffatt Water System mapping, Moffat County, Colorado

### Surveying Projects (partial list) 2018 - Present

## Relevant Project Experience and References

### Bear Dance Park (New Castle Sports Park or Lakota Park) – New Castle, CO

SGM worked with the Town of New Castle, residents, and the developer of Lakota Canyon Ranch to plan and develop a six-acre community park in Lakota Canyon, adding to the Town's extensive park and trail network. SGM assisted the Town with grant applications, preliminary designs, and cost estimates to secure funding for the project. *SGM and Zehren and Associates completed the design and assisted the town in bidding on the project.*



The park provides the community with popular amenities such as post-tensioned concrete tennis courts, pickleball courts, and volleyball courts. The park also features interconnected footpaths, ADA-accessible facilities, picnic facilities, shade structures, a playground, and, of course, restrooms. One of the cost savings realized for the project was the implementation of permanent structures to secure, light, and house porta-potty facilities for the restrooms. SGM provided mass/fine grading, drainage, access, structures, trails, irrigation, and electric transmission/distribution for the site. SGM oversaw the construction and project budgets on behalf of the Town, acting as the Town Engineer.

- Year:** 2016
- Owner:** Town of New Castle, Colorado
- Contact:** John Wentzel, Public Works Director, 970.989.0002, [jwentzel@newcastlecolorado.org](mailto:jwentzel@newcastlecolorado.org)

### Gothic Trail, Shared Use Path – Town of Mount Crested Butte, CO

Together with the Town of Mt. Crested Butte, property owners, utility providers, and CDOT, SGM built a trail that separated pedestrian and bicycle traffic from vehicle traffic, ultimately enhancing road safety. This project involved designing and constructing a concrete shared-use path that runs parallel to and crosses Gothic Road within the Town of Mt. Crested Butte. Key elements of the engineering project included making a pedestrian crossing with a signal, improving drainage along Gothic Road, creating ground transportation pull-outs, and upgrading utilities. Additionally, the scope encompassed the installation of supplementary lighting, irrigation systems, and landscaping features. SGM upgraded access to the property along the trail, including driveways and culverts. The project involved property easement, wetland clearance, and categorical exclusions.



- Year:** 2015 - 2017
- Owner:** Town of Mt. Crested Butte, Colorado
- Contact:** Joe Fitzpatrick, former Town Manager, Carlos Velado, current Town Manager, [townmanager@mtcb.colorado.gov](mailto:townmanager@mtcb.colorado.gov)



# Ford Park Master Plan and Park Facilities Vail, Colorado



Sports Center Restrooms, Picnic Pavilion, Concessions, Vail, Colorado



New Bus Stop, Vail, Colorado

The Gerald R. Ford Park project was a series of improvements of the many amenities now located in the “upper” and “lower benches” of Vail’s Ford Park. By looking at Ford Park in the same way we look at Central Park in New York, these new amenities and experiences will not only celebrate the Ford Family legacy, but also allow guests to truly visit the park and the gardens. The park itself has become a place to be visited in Vail, rather than a location to pass through to arrive at a specific function within the park.

The first phase of the project included most of the work at the upper bench, comprised of a new concessions building on the east end of the ball fields, a new multi-bay maintenance facility on the west side of the fields – which features a “living roof” that helps blend it with the landscape – a new bus stop and parking area, and a new recycling center, along with connecting paths. While completed during a later phase, the upper bench improvements also included the renovated playfields.



Ford Park Master Plan, Vail, Colorado



West Maintenance Facility and Restrooms, Vail, Colorado



Green Roof at West Maintenance Facility, Vail, Colorado



## PROJECT EXPERIENCE

# Ford Park Amphitheater Renovation Vail, Colorado



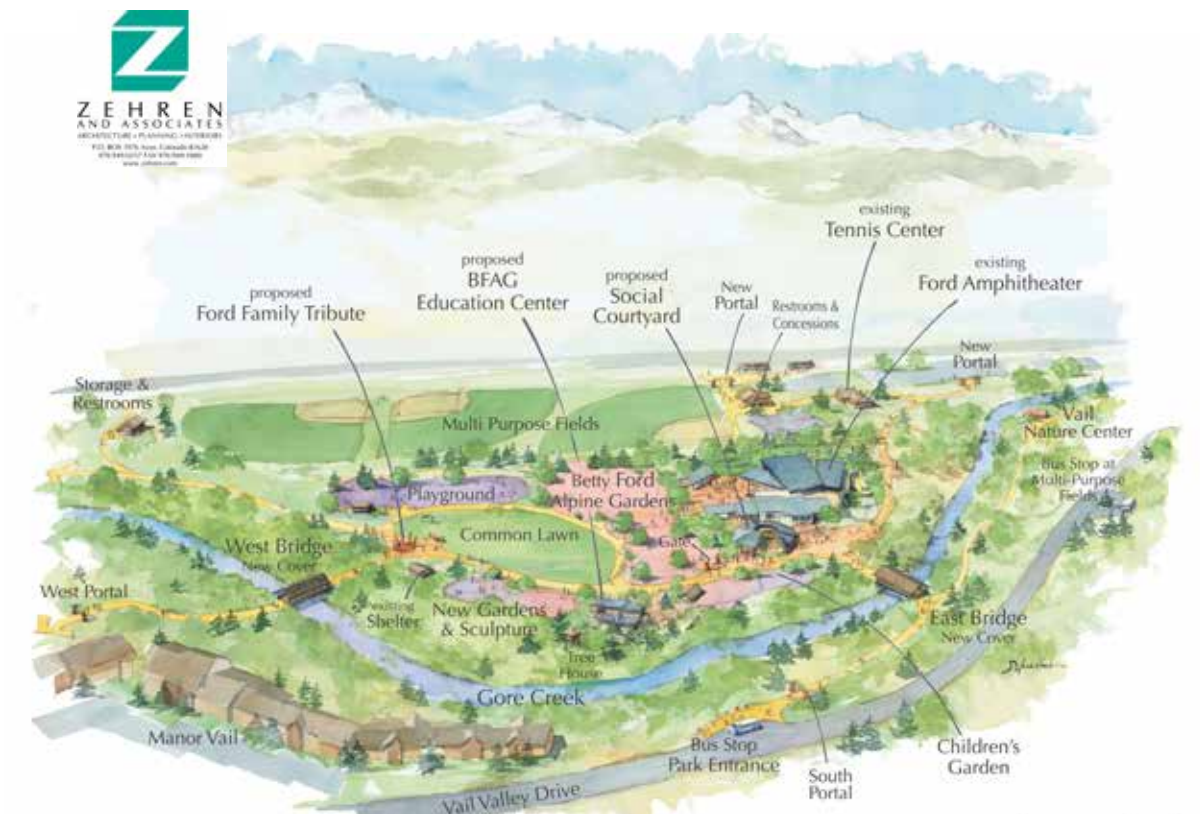
3D Render Gerald R. Amphitheater Entrance, Vail, Colorado

Zehren and Associates, Inc. was retained by the Town of Vail to help update the Gerald R Ford Park Master Plan in 2011. As part of this multi-phased project, Zehren developed new structures for public restrooms and concessions/picnic shelter at the upper bench, public restrooms and picnic shelter at the lower bench, a new bus stop, a new trash/recycling building at the upper bench, as well as landscaping and playground improvements at the lower bench. The scope and budget evolved throughout the process as input from the Town and various user groups was implemented into the design. Zehren was able to provide a design that met the budgets of the various project elements while continuing to meet the functional needs of each facility. Throughout the multi-phased project, Zehren and Associates, Inc. was able to meet the variety of milestones in a timely fashion that ultimately led to the various phases being open to the public on time.



Gerald R. Amphitheater Renovation, Vail,

The Ford Park project focuses specifically on four distinct areas: the Ford Amphitheater, a new Betty Ford Gardens Education Center, paths and garden spaces throughout, and new improved access from all entry points. By looking at Ford Park in the same way we look at Central Park in New York, these new amenities and experiences will not only celebrate the Ford Family legacy, but also allow guests to truly visit the park and the gardens, rather than a single entity located on the lower bench. The park itself has become a place to be visited in Vail, rather than a location to pass through to arrive at a function within the park.



Aerial Rendering, Ford Park Master Plan, Vail, Colorado

**CLIENT:**  
The Vail Valley Foundation  
and the Town of Vail

**REFERENCES:**  
Stan Zemler  
Harry Frampton  
Jack Hunn



## PROJECT EXPERIENCE

CITY OF DELTA VETERANS PARK DESIGN SERVICES  
Zehren and Associates, Inc Team Qualifications

Ford Park Amphitheater Social Courtyard  
Vail, Colorado



Zehren and Associates was the prime consultant leading a team of sub-consultants to complete the design of the Ford Amphitheater Social Courtyard. The project involved careful coordination of disciplines to integrate architecture, public art and landscaping to create a very special and dramatic sense of place. Of particular relevance is the water feature designed by Chevo Studios and engineered by Maximum Comfort Pool and Spa. Zehren and Associates led the coordination and documentation of these items and integrated the work of Chevo Studio and MCPS into the overall site plan. The project is highly public and required a creative set of solutions to conceal the wet well, pumps, and fountain equipment in a buried vault. No functional elements are exposed and the fountain serves as an arrival piece integrated into entrance steps and engaging the main architectural column supporting the tensile fabric canopy above.



PROJECT EXPERIENCE

CITY OF DELTA VETERANS PARK DESIGN SERVICES  
Zehren and Associates, Inc Team Qualifications

# Ford Park "Lower Bench" Vail, Colorado

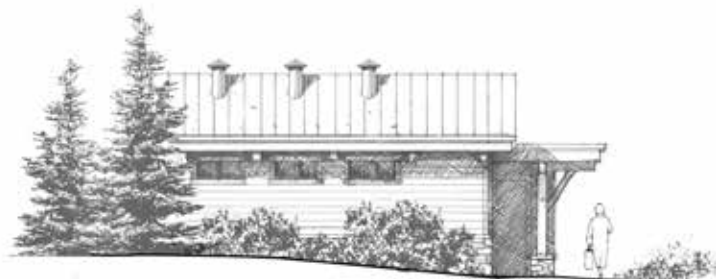
The second and later phases of the Ford Park project primarily included work at the lower bench, and the improvements were in addition to the newly-renovated Gerald R. Ford Amphitheater. Added and improved amenities such as the Betty Ford Alpine Gardens Education Center, the open space "Commons" playfield and playground, the new public restrooms, and the many open spaces used for multiple purposes including display and annual art installations by Art in Public Places, acted to "knit together" the upper and lower benches to create a holistic park experience for residents and guests. The Ford Park project also focused on new, improved access from all entry points.



CLIENT: The Vail Valley foundation and the Town of Vail

REFERENCE: Stan Zemler, Harry Frampton

LOCATION: Vail, Colorado



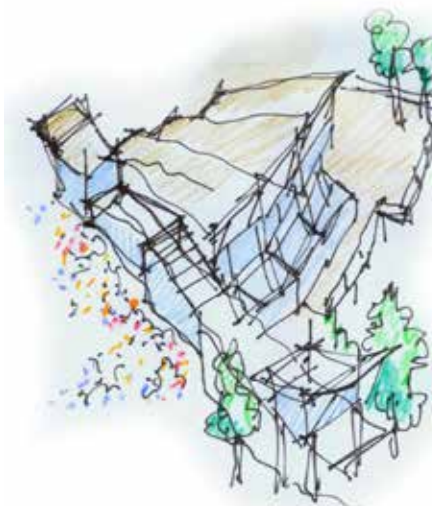
WEST ELEVATION



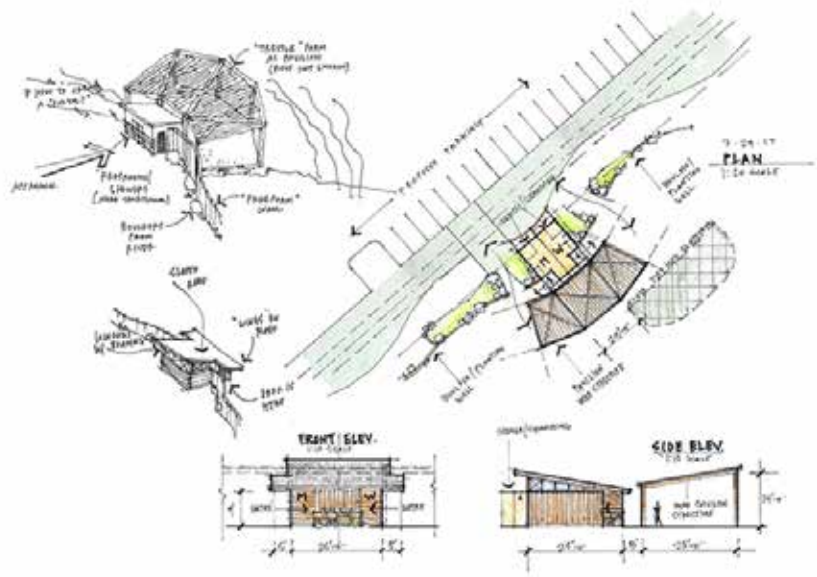
EAST ELEVATION



NORTH ELEVATION



Zehren and Associates, in coordination with Alpine Engineering, are currently working on developing a riverside amenity park in Eagle, Colorado. The park is set to accompany a new whitewater course located in the heart of Eagle, Colorado. The Town of Eagle, in collaboration with Eagle County and CDOT, commissioned Zehren and Associates and Alpine Engineering to lead the design process of construction of a riverfront park including in-stream recreational features on approximately 13 acres of land/river including a significant amount of parking located at the entrance to the Eagle County Fairgrounds. Zehren and associates is responsible for the landscape architecture and architecture of the parks, with Alpine Engineering leading the civil, and S2O Design leading the in-stream features design. The park plans to attract people of all ages and be a staple landmark in Eagle, Colorado for years to come.



# Sayre Park Master Plan and Playground Glenwood Springs, Colorado

**CLIENT:**  
City of Glenwood Springs

Zehren and Associates was retained by the City of Glenwood Springs Parks and Recreation Department to prepare a master plan for improving the historic Sayre Park. The park is the site and location of the Strawberry Days Festival, the longest running community celebration west of the Mississippi, in its 122nd year in 2019. The master plan effort included a robust community engagement process including stakeholder and community engagement meetings, a survey questionnaire, one-on-one focus group interviews, and meetings with community organizations and sports and recreation clubs and leagues. The community engagement process is precedent setting for Glenwood and was deliberately structured to be repeated when other parks and recreation facilities undergo planning and design improvements. The Master Plan process resulted in a preferred Concept Plan with an associated cost estimate that is being used by the City to prioritize phased park improvements to respond to the community feedback and input. Improvements include accessible routes, renovated sports courts, a new historic recognition area, a new accessible playground, and landscape and signage improvements.



# Bear Dance Park Playground Town of Newcastle, Colorado

**CLIENT:** Town of New Castle, Colorado

**REFERENCE:** John Wenzel, Public Works Director

Zehren and Associates was retained by the Town of New Castle to assist the community in developing the program, plan and design for a new sports park. Pedro Campos led the team through a community engagement process to select the preferred layout and program of amenities. ZAA worked closely with the Town Staff to design the project so most of the work could be self-performed by the Town. The Plan was developed in 2016, and implemented in 2017 and 2018. The project was funded through a GOCO Local Parks and Recreation grant as well as a grant from the Oil and Natural gas industry. The plan includes new pickle ball and tennis courts, a new playground, picnic shelter, lawn play areas, and access trails and paths.



Pedro Campos in Community Engagement Meetings



Illustrative Concept Plan

Bear Dance Park Playground  
Town of Newcastle, Colorado



**PROJECT EXPERIENCE**

**CITY OF DELTA VETERANS PARK DESIGN SERVICES**  
Zehren and Associates, Inc Team Qualifications



Zehren and Associates was retained by the Town of Dillon to assist the community in developing a Master Plan for redeveloping its Town Park. Working directly with the Public Works Director Zehren was responsible for the Community Outreach and developing the overall framework for the redevelopment of the park. The Plan was developed in 2013 in conjunction with Ceres Plus, and adopted in Fall of 2013, providing a road map for park and playground updates and improvements in a phased manner over the next 10 years. Subsequently, Zehren and Associates was hired to prepare a GOCO planning grant application to fund Phase One Design. The Town was awarded \$60,000 to fund detailed design and engineering of Phase One.

CLIENT: Town of Dillon, Colorado

REFERENCE: Scott O'Brien, Public Works Director





Examples of community engagement / user based planning process. As part of the process meetings were held at the local elementary schools to review and brainstorm design ideas. Follow up engagement exercises were left behind for students to complete with their teachers. Results were tallied and top student preferences were used to select equipment for the playground and park design. The process enriched the design and the playground will cater to the input of the local children who participated in the process.



# Dillon Town Park Playground Town of Dillon, Colorado



## PROJECT EXPERIENCE

CITY OF DELTA VETERANS PARK DESIGN SERVICES  
Zehren and Associates, Inc Team Qualifications

# Avon Pedestrian Mall Pocket Parks

## Avon, Colorado

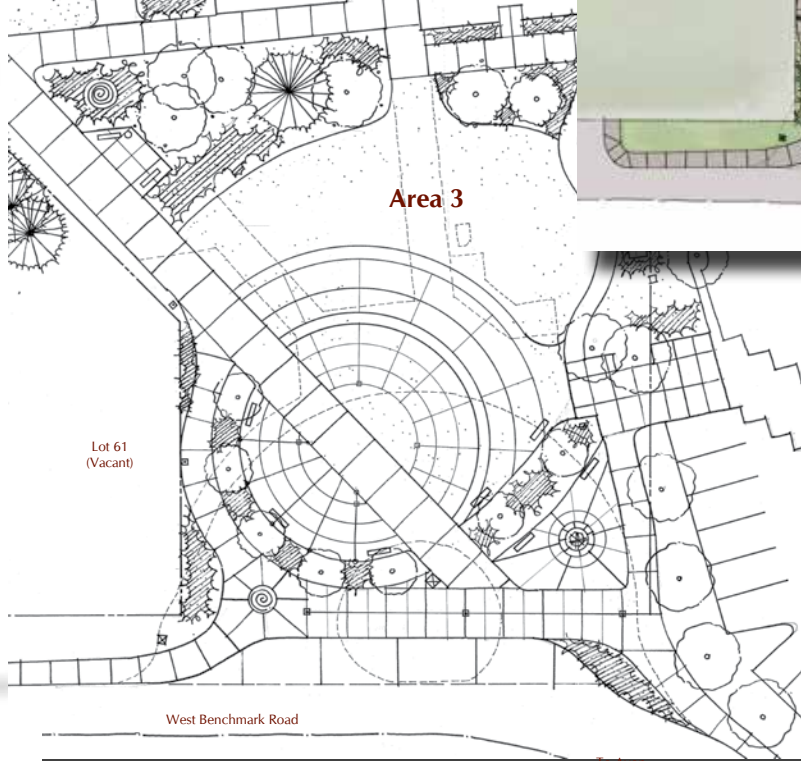
The Town of Avon engaged Zehren and Associates to re-analyze the eastern gateway to the proposed Main Street with the specific goal to create a multi-use events plaza within the Town core to be used for community events and programs. Pedro Campos led the effort and working collaboratively with Town staff developed a range of options reviewed with the Planning and Zoning Commission and Town Council. A preferred option was selected (depicted below), balancing hardscape and landscape areas, and taking full advantage of views and circulation relationships in the area. The design is scheduled for implementation in 2013 and 2014 in preparation for the 2015 World Alpine Championships.

CLIENT: Town of Avon, Colorado

REFERENCE: Eric Heil, Town Manager



To  
Nottingham Park



To  
US Bank  
Building

- Realign pedestrian mall to create visual connection to transit center and roundabout from Avon Rd.
- New expanded circular plaza at mall terminus to serve as multi seasonal outdoor venue with views of Beaver Creek / Bald Spot in distant background.
- New small ornamental 'Shubert Choke cherry trees' to create backdrop for stage area, and frame entrance to Mall and unify with Transit Center (same trees).

Mall Improvements - East End

Concept C2 Area 3



August 23, 2011 Town Council Meeting

Zehren and Associates, Inc.

Town of Avon

po box 975 avon colorado 81620 970.748.4000 www.avon.org

po box 1976 avon colorado 81620 970.949.0257 www.zehren.com

# Avon Pedestrian Mall Pocket Parks Avon, Colorado

The Town of Avon engaged Zehren and Associates to re-analyze the eastern gateway to the proposed Main Street with the specific goal to create a multi-use events plaza within the Town core to be used for community events and programs. Pedro Campos led the effort and working collaboratively with Town staff developed a range of options reviewed with the Planning and Zoning Commission and Town Council. A preferred option was selected balancing hardscape and landscape areas, and taking full advantage of views and circulation relationships in the area. The design was implemented in 2014 and 2015 as part of an overall economic development strategy to position Avon as a town wide events venue in the mountain resort environment.



# Avon Pedestrian Mall Pocket Parks

## Avon, Colorado



New spaces were created where there was under-utilized area in the Town Core. The area previously occupied by Avon's Old Transit Center was reclaimed from being a large expanse of asphalt to become a new multi-use plaza and supporting lawn space. Subsequently named 'Possibility Plaza' the space serves as a new gateway to West Town Center and as a unifying public space for this area of Town. The overall project is highly pedestrian oriented, and focuses on human comfort and connecting to the natural environment. The layout of the space was carefully studied to capture views of Beaver Creek Resort and harness south facing sunlight in between the new Wyndham project and the Avon Center Building to create a place where people will gather to enjoy the outdoors and town center setting.

A palette of outdoor furnishings including light poles, banners, benches, trash receptacles, bollard lights, and wayfinding elements was carefully integrated into the project. Strategic locations were picked to provide a safe environment, with clarity of orientation, and allowing for overlapping uses of the corridor for the mobility of pedestrian and cyclists. In its infancy the project is receiving significant use, and foot and bicycle traffic has increased creating a greater sense of place and energy in West Town Center.



A combination of surface paving with concrete pavers, scored concrete and asphalt was utilized in the project to address a hierarchy of circulation, and emphasize the predominant flow of pedestrian traffic through Town Center. A major goal of connecting the various destination residents and guests use in Town Center was accomplished providing a strong east west connection from Avon Road to Nottingham Park and the Town's 'civic center'. Likewise an important north south connection from the Westin and Riverfront Gondola to the Post Office and Avon Center was established facilitating access to the Gondola and regional recreation trail along the Eagle River.

Avon Main Street Mall photos by Zach Mahone

# Mikaela's Park Playground and Pavilion EagleVail, Colorado

Working with the EagleVail Community Manager, the Parks Superintendent and a committee of volunteer residents, Zehren and Associates, led by Pedro Campos, was responsible for developing a Parks Master Plan for the community of EagleVail in 2013. Subsequently, Pedro assisted the Metro District with the preparation of an Eagle County Community Grant application for funding a first phase of implementation of the plan, consisting a new playground at Pavilion Park, EagleVail's main community park. Eagle County awarded EagleVail \$175,000 to help fund the design and implementation of the playground. Pedro led the design and documentation of the new playground, held public input meetings, managed the project budget and oversaw the construction process. The new playground was carefully designed to increase visibility, accessibility, and safety and required relocation with the overall context of the park. Phase One of the new playground was completed in May of 2015 and focuses on new emerging trends in play, with mobility and agility oriented play elements as a major theme. Phase Two calls for environmental education elements and multi-generational play features 'not for kids only.'



Open House with Children Input

**CLIENT:** EagleVail Metropolitan District, Colorado

**REFERENCE:** Steve Barber, Community Manager

**LOCATION:**

**COST:**

**PROJECT SIZE:**



Concept Plan by Pedro Campos



# Mikaela's Park Playground and Pavilion EagleVail, Colorado



Mikaela Shiffrin



Play Equipment Layout

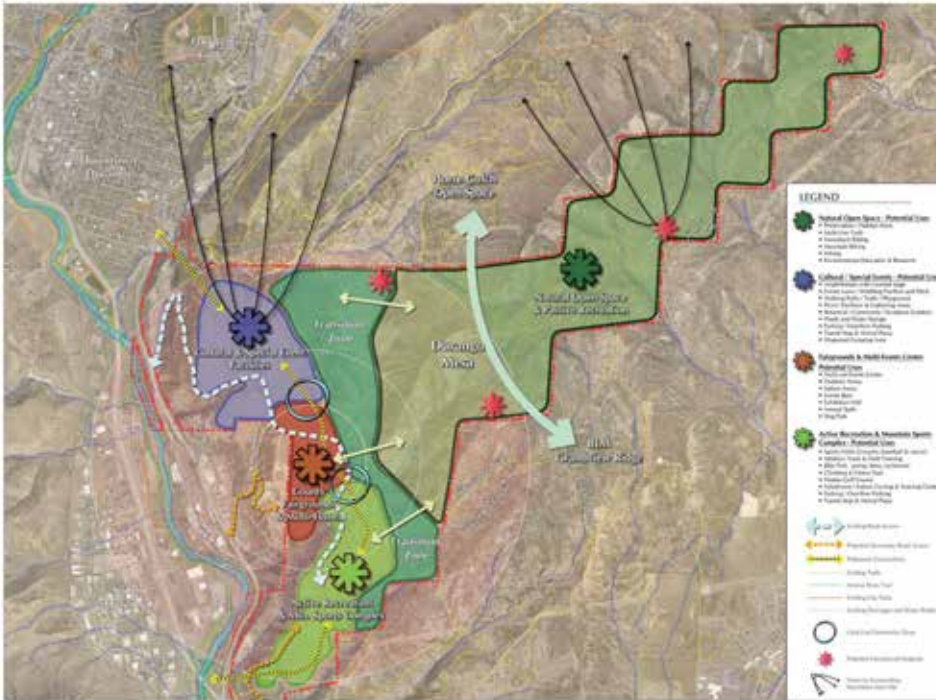




# Durango Mesa Area Plan Durango, Colorado

CLIENT: City of Durango

REFERENCE: Cathy Metz, Director Parks and Recreation

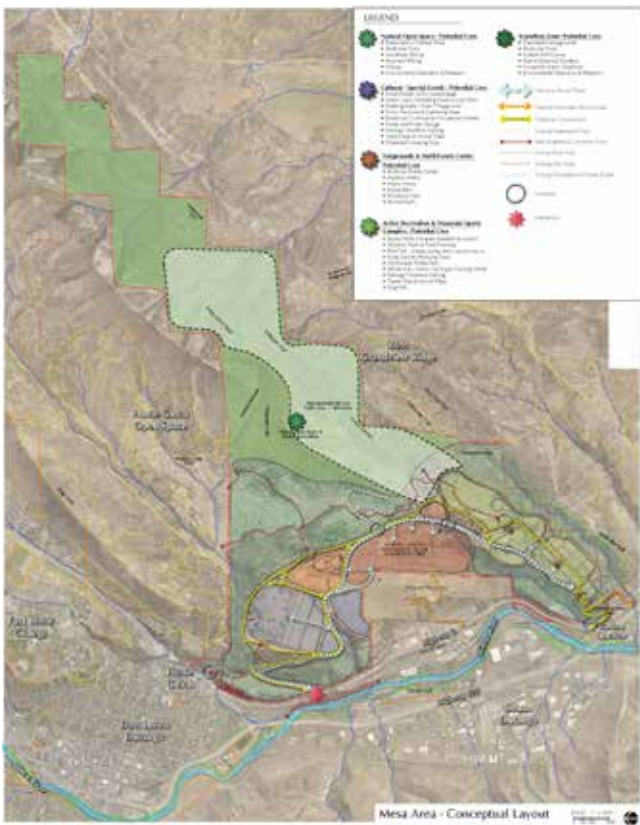


The Durango Mesa - Vision and Framework Plan / Sub Areas

DURANGO MESA AREA PLAN

The Durango Mesa Area Plan covers an 1800 acre of private land that was dedicated to the City of Durango and La Plata County for open space, trails, recreation, cultural and special events uses.

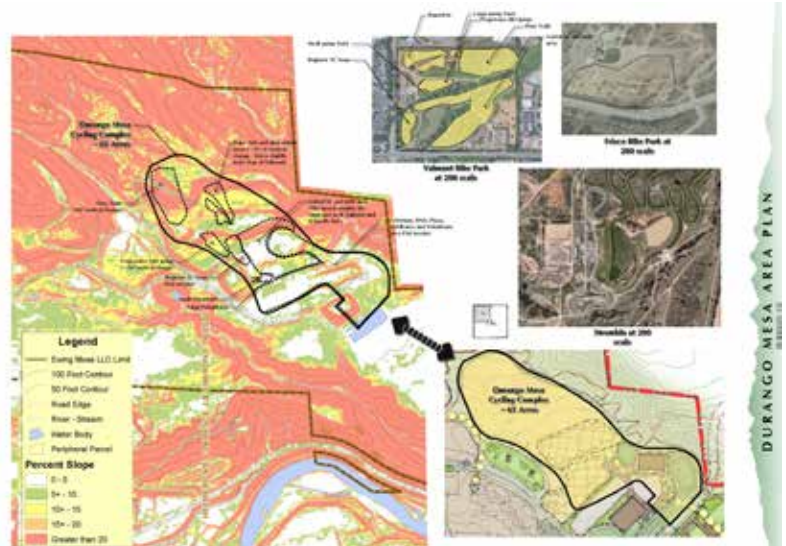
Zehren and Associates led the sub-area plan for the City of Durango and coordinated with the private landowner and La Plata County to develop the vision, program and master plan for the project. A major emphasis of the



The Durango Mesa - Land Use and Circulation Plan

plan is a balance between land conversation and recreation, including a combination of multi-use and specific use trails that provide connectivity between program elements, and the City's existing trail system flanking the property.

The effort required an extensive public engagement process led by Pedro Campos with the area plan being completed and adopted in August of 2018. Zehren and Associates was the prime consultant and led the land planning, land analysis, visioning, and execution of the plan graphics and narrative.



Slope and Landform Analysis for Bike Park Suitability

DURANGO MESA AREA PLAN



# Durango Mesa Area Plan

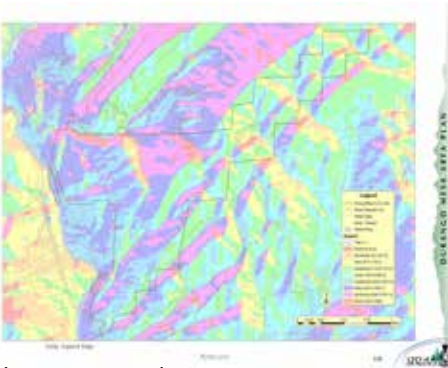
## Durango, Colorado



The Durango Mesa - Colorado State Highschool Mountain Bike Championships using the new and existing trails.

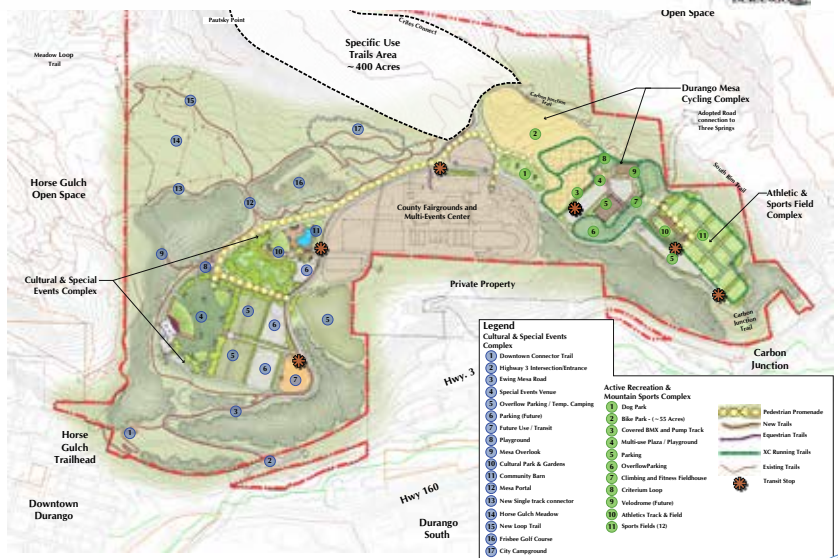
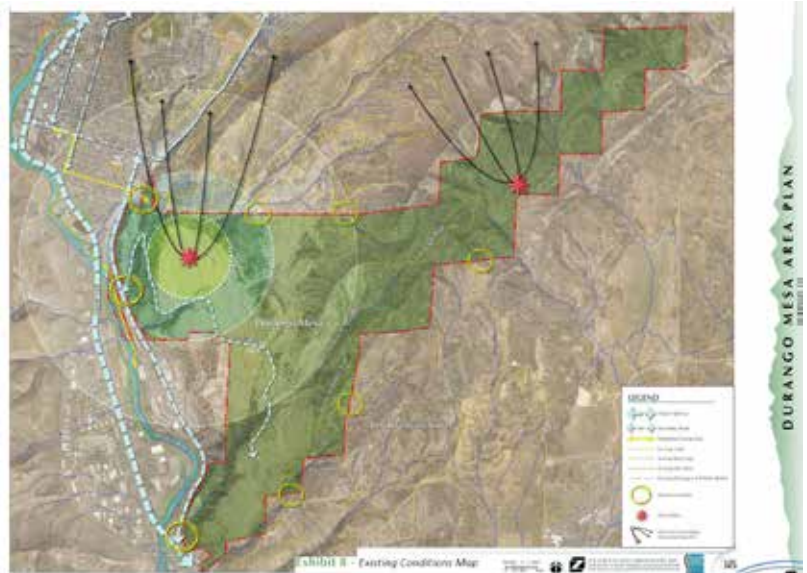


Slope and Elevation Analysis



Solar Aspect Analysis

The Durango Mesa Area Sub-Area Plan has guided the land transfer from the Owner to the City, and the prioritization of the first phases of conservation, trails planning, and implementation of infrastructure. The plan proposes connecting the City's two largest open spaces with a system of trails, and an aerial gondola is proposed to connect the downtown to the Mesa, reducing vehicular traffic and promoting alternate modes of transportation.



PROJECT EXPERIENCE

CITY OF DELTA VETERANS PARK DESIGN SERVICES  
Zehren and Associates, Inc Team Qualifications



# Durango Mesa Area Plan

## Durango, Colorado

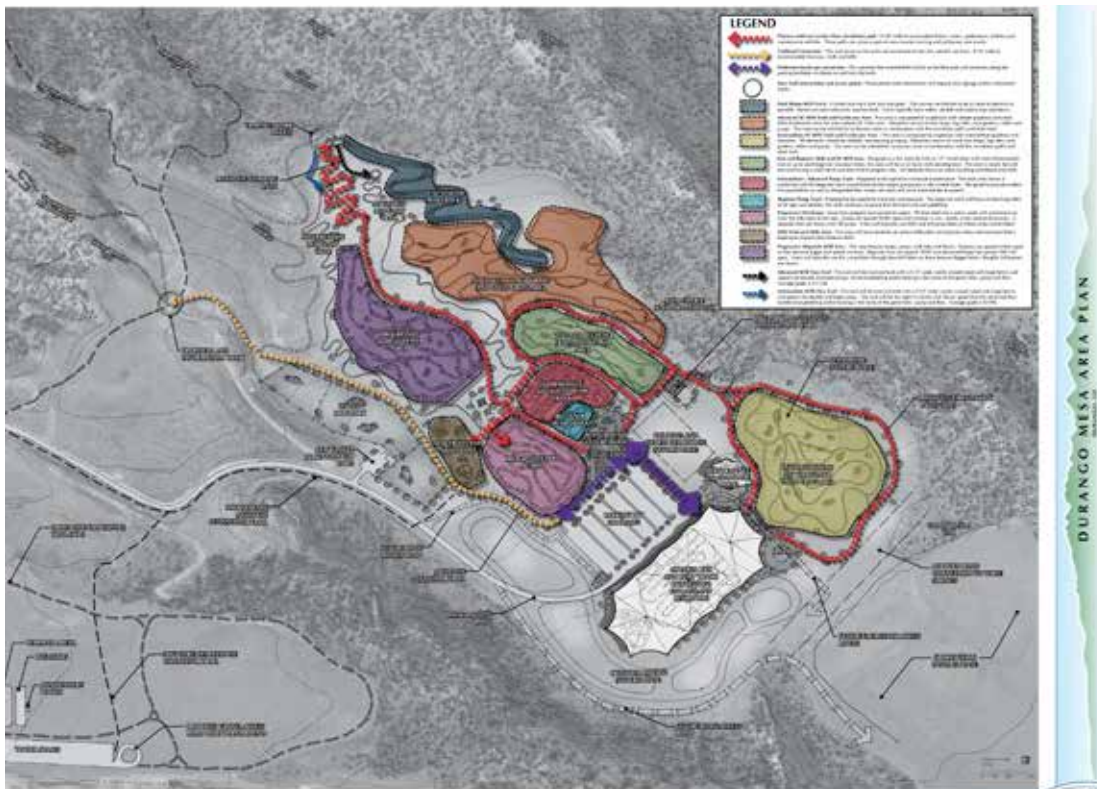


Phase 1 - Bike Park Concept

Subsequent to the adoption of the Area Plan for the Durango Mesa, the City of Durango hired Zehren and Associates to develop a Phase One Conceptual Plan that included specific use trails to minimize user conflicts, and BMX and Bike Park with a range of cycling uses to serve as an anchor for South Mesa.

The Phase One Plan includes parking, trails, arrival plaza, concessions, bathrooms, storage facility, covered BMX park. The Bike Park has been designed to work with the sloped site selected for the use, and includes a variety of areas for training and learning different cycling disciplines.

A future field house is integrated into the Phase One Plan, as well as a criterium course. A Frisbee Golf Course and Dog Park are also included in the Phase One Plan. A pedestrian promenade is proposed across the site at the interface with the open space called for conservation and as a fire break between the developed areas of the property. The City is currently working on implementing the bike park in 2023.



Bike Park Zones and Multi-Use Trail through Bike Park





**Zehren and Associates has no conflicts of interest, litigation involving the firm in the past (5) years, lawsuit dismissals and or termination outcomes**





City of Delta, Colorado

# Veterans Park Design Services

**Submitted:** January 12, 2024  
**Submitted By:** SCJ Alliance  
523 Riverland Drive, Suite 3C  
Crested Butte, CO 81224



SCJ ALLIANCE

# Proposal Enclosed

# PROPOSAL FORM

## Veterans Park Design Services

**Proposal Submission Cut-Off-** 2:00 pm on January 5, 2024, all proposals shall be submitted and stamped at the City of Delta City Hall, 360 Main Street Delta, CO 81416 or submitted electronically as described in this RFP

**Public Proposal Opening-** 2:15 pm on January 5, 2024.

at the City of Delta City Hall, 360 Main Street Delta, CO 81416.

Name of Vendor: SCJ Alliance

Total Bid Amount: \$ 54,548.24

Total Written Bid Amount: Fifty-four thousand five hundred forty-eight dollars and twenty-four cents

Participation in Walk-Through yes

Estimated Start Date: February 15, 2024

SUBMITTED on: January 12, 2024

# Introduction

January 12, 2023

Jolene Nelson  
360 Main Street  
Delta, CO 81416  
jolene@cityofdeltanet

Re: Veterans Park Design Services

Dear Ms. Nelson and Selection Committee Members:

Thank you for the opportunity to submit our proposal for the Veterans Park Design Services. As a team that firmly believes in the power of collaboration, we look forward to partnering with you and the entire Delta community for this important, veterans memorial project. Our priority is to create a comprehensive and detailed design that ensures the Delta community has a personal and powerful connection to this park that will serve as both outdoor enjoyment of nature and a pensive place to honor and remember the sacrifices of all who have served this country. To realize the exciting potential of this project, our experienced team will guide a collaborative, integrated approach resulting in a sustainable public amenity.

**SCJ Alliance (SCJ)** has assembled an outstanding team tailored to deliver this park design project. **Margaret Loperfido**, Principal-in-Charge, has over 25 years of experience in landscape architecture, park design, and master planning, and has led our landscape architecture studio in Crested Butte, CO (formerly Sprout Studio) for over a decade. **Jena Biondolilo**, Project Manager, grew up in Colorado and has managed public and private projects throughout the state. She will be the main point of contact throughout the process. **Matthew Mielke** will be the civil engineer on the project. He has 16 years of experience in civil engineering, including public and private clients throughout Colorado. **Agustina Hein** will provide landscape design services for Veterans Park. SCJ has additional in-house resources to meet needs that may arise during the design process, including structural engineering, irrigation design, and lighting design. To round out our professional services, we have teamed with Fred Ballard of **Del-Mont Consultants, Inc.** to provide land surveying services.

Our team has worked in both the private and public sectors and brings extensive experience and knowledge of park and open space design. We enjoy working with small and growing communities to design outdoor spaces that reflect their values and unique qualities. Community engagement will set the framework for thoughtful, practical, and creative design. Beginning with an in-depth site analysis and a complete background review of all relevant documents. SCJ's energetic team will create engaging designs that stir excitement among residents and whom this park will serve.

We are committed to providing the services outlined in the request for proposal, providing an extensive and positive working relationship with you and the community cultivated through effective communication and teamwork. We thank you for your consideration of our team's unique qualifications and look forward to an opportunity to speak with you more about crafting the vision for this special landscape.

Sincerely,



Jena Biondolilo, PLA, ASLA  
Project Manager



Margaret Loperfido, PLA, ASLA  
Principal-in-Charge



**SCJ ALLIANCE**  
CONSULTING SERVICES

523 Riverland Drive, Suite C  
Crested Butte, CO 81224

**Type:** Corporation  
**Federal ID:** 20-4834444  
**Year Founded:** 2006  
**Staff:** 146

**Proposal Contact:**  
Jena Biondolilo, PLA, ASLA  
970.641.2499  
jena.biondolilo@scjalliance.com





**SCJ Alliance (SCJ)** engineers have a depth of expertise serving clients of all sizes, both public and private. From parks and trails to streetscapes, site development, and recreation, SCJ has done it all. Regardless of the project type, we work collaboratively with clients to determine the most orderly and cost-effective approach. We take the time to fully understand the project and create design solutions that fit seamlessly into the existing infrastructure network.

## Anticipate. Envision. Create.

SCJ was formed in 2006—with a mission to serve communities by helping them address infrastructure challenges through creative engineering and planning solutions. When approaching projects, we use a three-step strategy that we know serves our clients well: we anticipate emerging challenges and opportunities, work with clients to envision projects that enhance the livability of their community, and then create a plan that achieves the goals and vision identified through this process. We have hired strategically with that in mind, and now have over 146 landscape architects, planners, engineers, and related staff that can provide a comprehensive range of task order services for you.

SCJ specializes in parks and trails design, parks plans, public spaces, and natural resource-based recreation. We strive to create high-quality plans and designs that are sensitive to the community, the site, and your budget. The success of our work comes from collaboration with our clients and our project teams to improve our community's quality of life. Our experience is extensive and our desire is to help improve the places where we work, live, and play, and we look forward to doing the same for the City of Delta's Veterans Park Design Services project.

### SCJ Alliance

Crested Butte  
523 Riverland Drive, Suite 3C  
Crested Butte, CO 81224

Ph: 970.641.2499  
Fax: 360.352.1509  
info@scjalliance.com

**Federal ID:** 20-4834444

**Type:** Corporation

**Year Founded:** 2006

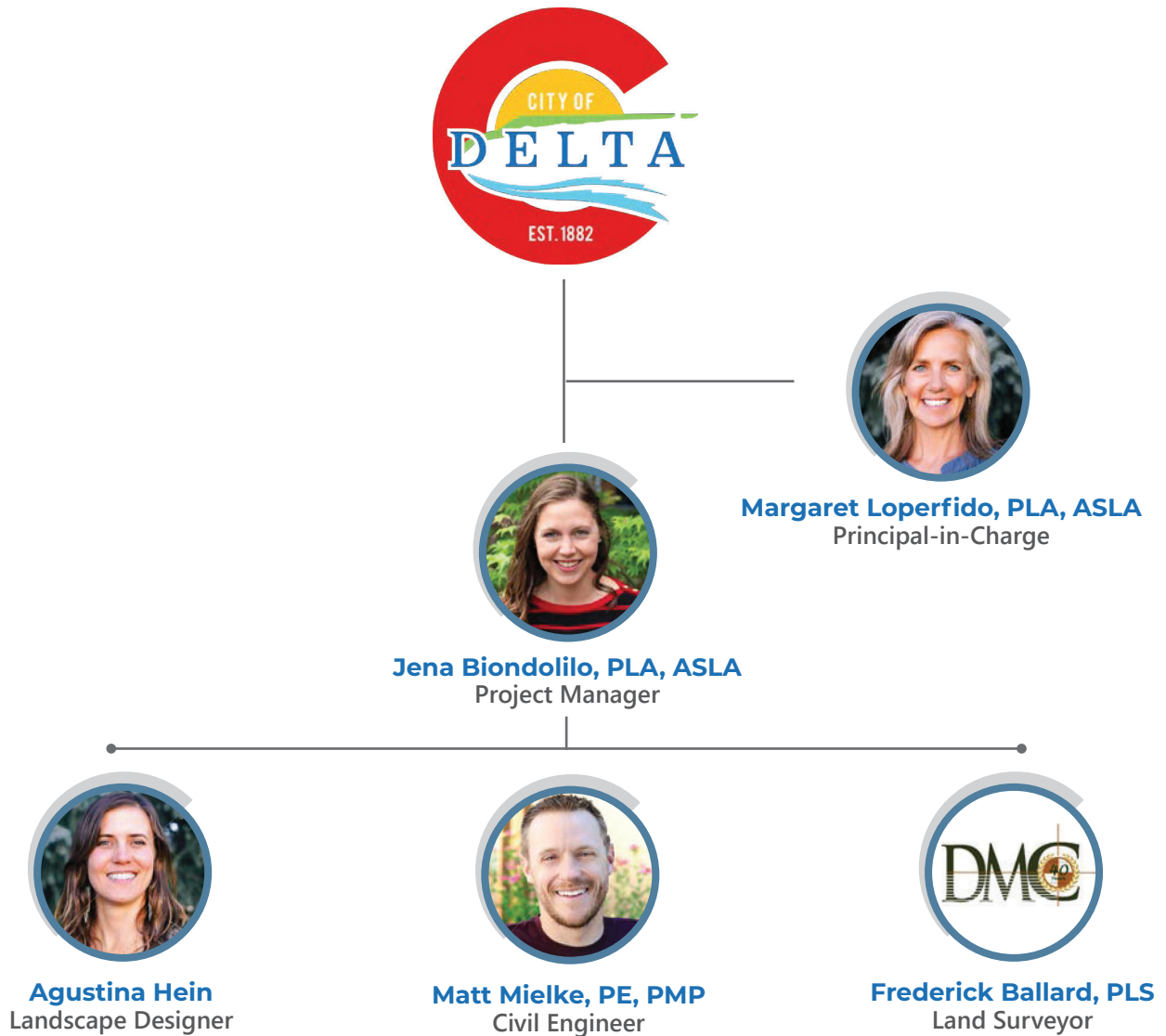
**Staff:** 146

### SCJ Areas of Expertise

- ◆ Parks Planning & Design
- ◆ Civil Engineering
- ◆ Landscape Planning & Design
- ◆ Stormwater/Drainage/ Flood Control
- ◆ Environmental Engineering & Permitting
- ◆ Construction Management
- ◆ Transportation Planning & Design
- ◆ ADA Compliance
- ◆ Site Development
- ◆ Geographic Information Services
- ◆ Parks & Recreation Planning
- ◆ Trails Planning & Design
- ◆ Public Outreach and Facilitation
- ◆ Traffic Design & Engineering
- ◆ Signals & Intersections
- ◆ Grant Funding
- ◆ Comprehensive Planning

# Experience and Qualifications

Our team will be organized as illustrated in the organizational chart below to deliver the design for the Veterans Park project. Additionally, we have provided resumes on the following pages highlighting our qualifications. All team members listed are located in Colorado and are available to complete this project.





# Margaret Loperfido, PLA, ASLA

## Principal-in-Charge

Margaret has a passion for the design of public spaces and amenities and the drive to balance beauty and functionality with durable and regenerative designs. Collaborating with and listening to the client, stakeholders, and other design team members is an integral part of her design process.

With over 25 years of experience as a Landscape Architect, Margaret will be the Principal in Charge for the Veterans Park Design project. Her diverse experience and expertise includes public outreach and consensus building, planning and design of public and private spaces such as plazas, parks (neighborhood to regional), open spaces, and streetscapes. Her desire to support a strong sense of community through the design of outdoor spaces is complimented by her deep respect for nature and her inspired design ideas. Margaret also seeks out opportunities for story telling through design to express the history and culture of a place and its people. Margaret's communication skills, commitment to listening to the client and user groups, and her experience with the design and construction documentation process all assist in bringing projects to successful completion. She brings a high level of energy to each of her projects, emphasizing team and client collaboration. This approach has led to numerous creative and innovative design solutions. She is committed to developing long-term, financially, socially, and environmentally responsible solutions.

## Relevant Projects

- ◆ **IOOF Park Redesign – Gunnison, CO.** Margaret led the public engagement and park design of this urban pocket park.
- ◆ **Charmar Park Master Plan – Gunnison, CO.** Margaret developed an updated park plan for Charmar Park.

## Additional Experience

- ◆ Slate River Boat Launch – Crested Butte, CO
- ◆ Shady Island River Park Master Plan – Gunnison, CO
- ◆ Paintbrush Affordable Housing – Gunnison, CO
- ◆ Gunnison County Fairgrounds Master Plan – Gunnison, CO
- ◆ Broadway, Pine to Iris Streetscape and Transit Stops – Boulder, CO
- ◆ Aperture River Trail and HOA Park – Crested Butte, CO
- ◆ Crested Butte Fire Protection District, New Headquarters – Crested Butte, CO
- ◆ The Almont Resort Master Plan – Almont, CO

### Education

BS, Landscape Architecture  
Colorado State University

### Registrations/Licenses/Affiliations

Registered Landscape Architect  
CO #LA.0000639

American Society of Landscape Architects  
(ASLA) #768960

### Experience

25 years

### Expertise

- ◆ Design of Public Spaces
- ◆ Landscape and Site Design
- ◆ Colorado Specific Planting Design
- ◆ Streetscape Design
- ◆ Project Management

### Office Location

Crested Butte, CO



# Jena Biondolilo, PLA, ASLA

## Project Manager

Growing up in Colorado, Jena spent much of her childhood outside. Her love of the outdoors and natural creativity led to a career in landscape architecture. Jena has managed public and private design projects throughout Colorado, ranging in scale from several acres to small, intimate gardens. She also has expert knowledge of the native and adapted plants of the area. She is a natural problem solver and works with clients throughout the design process, from conception to implementation.

Jena is passionate about inclusive and educational outdoor recreation environments for people of all ages and abilities. She enjoys shaping the natural environment and creating places that people use and appreciate every day. Jena's knack for site-specific, community-driven design makes every project unique, and her strong attention to detail makes her the ideal choice for the project team.

As project manager, Jena will be the main point of contact with the City of Delta and proactively facilitate collaboration among the SCJ team, City staff, and the public. She will manage the scope, schedule, and budget throughout the project's lifecycle.

### Education

Master of Landscape Architecture  
Kansas State University

### Registrations/Licenses/Affiliations

Registered Landscape Architect

- ◆ CO #LA.0001267
- ◆ WA #20104602

American Society of Landscape Architects  
(ASLA) #1177779

Council of Landscape Architectural  
Registration Boards #46735

### Experience

10 years

### Expertise

- ◆ Parks and Trail Design
- ◆ Landscape Design
- ◆ Site Planning
- ◆ Planting Design
- ◆ Roadway Landscape
- ◆ Signage and Wayfinding
- ◆ Project Management

### Office Location

Crested Butte, CO

### Relevant Projects

- ◆ **Maryland Creek Park Master Plan – Silverthorne, CO\***. Jena worked on the master plan and design for the Town of Silverthorne's largest park while at a previous firm. This 20-acre park includes disc golf, a playground, a dog park, multi-use fields, a sledding hill, a picnic pavilion, restrooms, parking areas, and a loop trail connecting to adjacent recreational trail systems.
- ◆ **The Aurora Highlands Parks, Trails and Open Space Planning and Design – Aurora, CO\***. This master planned community includes 21 miles of trails and 13 parks. While at a previous firm, Jena worked on the planning and design for several trails and parks throughout the community.

### Additional Experience

- ◆ Stocke-Walter Park – Arvada, CO\*
  - ◆ Crested Butte Fire Station – Crested Butte, CO
  - ◆ Almont Resort – Almont, CO
  - ◆ Highway 9 Medians and Roundabouts – Breckenridge, CO\*
  - ◆ Town of Frisco Highway 9 Medians Concept Design – Frisco, CO\*
  - ◆ West Park Elementary School Play Yard – Leadville, CO\*
  - ◆ Lake County Middle School Playground Renovation – Leadville, CO\*
  - ◆ Sopris Elementary School Play Yard – Glenwood Springs, CO\*
  - ◆ Sawtooth Workforce Housing – Gunnison, CO
  - ◆ Emmons Condominiums Landscape and Drainage Improvements – Crested Butte, CO
  - ◆ Summit Sky Ranch – Silverthorne, CO\*
  - ◆ Love's Travel Stop – Parachute, CO
  - ◆ Monroe City Hall - Monroe, WA
- \*work performed while at a previous firm*



# Agustina Hein

## Landscape Designer

Agustina finds her passion in incorporating built work into the landscape in a beautiful, seamless way. She has a strength and passion for conceptual design, and pays careful attention to the client's and project's needs. A thoughtful design begins with careful observation of a site and detailed map making. It's a part of the design process she has grown to love and inspires practical solutions. She believes a successful landscape fits a site in a timeless way and reflects the community that built it. Her international family and travels have led her to have an appreciation for what makes a place unique, and her ecological background has led her to be a student of native plants. She has always had a passion for art and being involved in the local creative community.

Agustina will support the team by providing landscape design services. Her work is communicated in a refined yet fluid style, utilizing sketching and digital graphics as visual aids throughout the design process to effectively convey ideas to and from team members and stakeholders. As a former designer and project manager in small, sustainable design focused firms, she has gained hands on knowledge of the contracting business, project administration, and working with municipalities and other institutions.

### Education

Bachelor of Landscape Architecture  
University of Georgia

### Experience

10 years

### Expertise

- ◆ Landscape and Site Design
- ◆ Colorado Specific Planting Design
- ◆ Graphics and Visual Communication

### Office Location

Crested Butte, CO

### Relevant Projects

- ◆ **Mt. Crested Butte Landscape Ordinance Review – Mt. Crested Butte, CO.** Consultant on updating the town ordinance focusing on water conservation and fire preparedness.
- ◆ **Quartz Street Common Space – Gunnison CO.** Led the unique design and construction oversight for this low-maintenance public space parklet.

### Additional Experience

- ◆ Sawtooth Housing Development, Phase II – Gunnison, CO
- ◆ Slate River Boat Launch – Crested Butte, CO
- ◆ The Almont Resort Master Plan – Almont, CO
- ◆ Gunnison County Fairgrounds Master Plan – Gunnison, CO
- ◆ The Cottonwoods Housing Development – Gunnison, CO



# Matt Mielke, PE, PMP

## Civil Engineer

Matt has 16 years of engineering experience, eight of those in Colorado where he specializes in municipal and development projects, water and wastewater treatment, site grading, drainage, and stormwater collection and treatment. Matt is experienced in providing design and construction services for rural counties in Colorado and understands the types of permitting and standards required. Matt firmly believes in providing good communication with clients, striving to maintain strong relationships by providing cost-effective civil engineering solutions.

### Relevant Projects

- ♦ **Alpine Mountain Ranch Guest Cabins – Steamboat Springs, CO.** Civil design for all site grading and drainage, including access road extension, utility extensions, and ADA-compliant sidewalk design.
- ♦ **Mythology Distillery Campus – Steamboat Springs, CO.** Civil design for all site grading and drainage, including various stormwater conveyance structures, on-site stormwater treatment facilities, slope retaining structures, concrete parking lot and pedestrian walkway design.
- ♦ **Yampa Water Treatment Facility Access Road – Yampa, CO.** Civil design, bid and construction engineering for new access road to the Town of Yampa water treatment facility. The project included road alignment and grading design, culvert and drainage design, fencing and cattleguard design.

### Additional Experience

- ♦ Wildhorse Meadows Subdivision – Steamboat Springs, CO
- ♦ Town of Yampa Pretreatment Facility – Yampa, CO
- ♦ Stillwater Ditch Improvements – Toponas, CO
- ♦ Upper Yampa Water Conservancy District Yamcolo Slope Stabilization and Rehabilitation – Steamboat Springs, CO
- ♦ Streamside Subdivision – Steamboat Springs, CO
- ♦ Stagecoach Ski Area – Oak Creek, CO
- ♦ East Omak Industrial Master Plan – East Omak, WA

#### Education

MS, Civil Engineering  
University of Washington

BS, Engineering  
Fort Lewis College

BS, Parks and Recreation Management  
University of Washington

#### Registrations/Licenses/Affiliations

Professional Engineer  
CO #PE.0054292

Project Management Professional  
(PMP) #2755057

#### Experience

16 years

#### Expertise

- ♦ Grading and Drainage Design
- ♦ Stormwater Collection and Treatment
- ♦ Cost Estimation
- ♦ Permitting
- ♦ Parks and Recreation Management
- ♦ Water and Wastewater Treatment

#### Office Location

Gunnison, CO

# Frederick A. Ballard, PLS

## Land Surveyor



Fred is a Del-Mont partner and experienced project surveyor with licenses in Colorado and Wyoming. He has over 30 years of progressive surveying experience. Fred serves as a Professional Land Surveyor for boundary, ALTA/NSPS Land Title Survey, topographic, and construction staking projects. He is one of Del-Mont's most experienced Airport/FAA compliant surveyors and has worked extensively on two new Fix Base Operations (FBO) private air service facilities at the Montrose Airport. Fred also specializes in CDOT ROW surveys, cadastral surveys, mining claims, ALTA NSPS surveys, retracing boundaries on mineral surveys, locating springs, access roads, improvements, and plats. He is proficient in Robotics and GPS Surveying.

### Relevant Projects

- ♦ **Montrose County Gravel Pit Aerial Mapping – Montrose, CO.** Project Surveyor for the aerial photography and surveying for all Montrose County owned and operated gravel pits. Pioneered the integration of traditional survey with drone photograph to efficiently map, quantify, and categorize material volumes for all County gravel operations.
- ♦ **Highway 550 and T Road intersection – Montrose, CO.** Topographic survey and construction staking of a new intersection on Highway 550 to close T Road and Government Springs Road and combine them at a new intersection. Party Chief responsible for complete topographic survey for 1 mile of highway right-of-way and side roads. Closely coordinated construction staking plan with contractor and CDOT inspector.

### Additional Experience

- ♦ Jones Alta / NSPS Land Title Survey – Montrose, CO
- ♦ Tri-State G&T Sawmill Creek Transmission Line – Converse and Niobrara Counties, WY
- ♦ Tri-State G&T Lake City Substation – Hinsdale County, CO
- ♦ Tri-State G&T Juanita Substation – Delta County, CO
- ♦ Howell Mining Claims – Pitkin, CO
- ♦ Majestic Skies FBO, Montrose Regional Airport – Montrose, CO
- ♦ Tri-State G&T, Meeker Substation – Rio Blanco County, CO
- ♦ OXO Ranch – Ridgway, CO

### Registrations/Licenses/Affiliations

Professional Land Surveyor (PLS)

- ♦ CO #37690
- ♦ WY #15848

American Society of Landscape Architects (ASLA) #768960

### Experience

30 years

### Expertise

- ♦ CDOT Right of Way Surveying
- ♦ Construction Staking
- ♦ Topographic Surveying
- ♦ GPS Surveying
- ♦ Robotics
- ♦ Civil DAD

### Office Location

Montrose, CO

# Cost Proposal

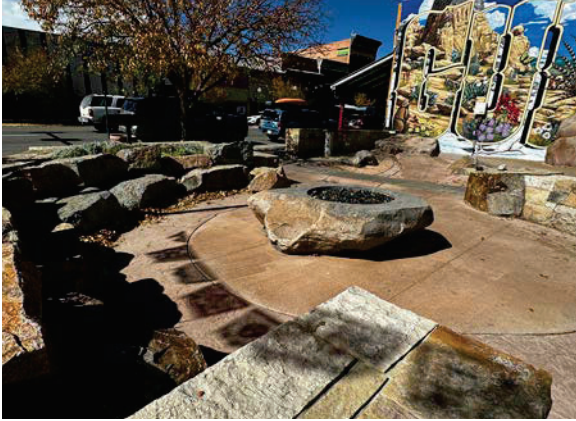
We have developed this fee estimate based on our current understanding of the project scope and the City's needs for community engagement, graphics for fundraising, and final design drawings. However, if selected, we are happy to work with you to refine the scope and fees to meet your needs and budget as best as possible.

## City of Delta – Veterans Park Design Services

### Phase and Task Summary Table

Phase #	Phase Title	SCJ Hours	Total Cost
<b>SCJ Labor</b>			
<b>PHASE 1</b>	<b>COMMUNITY ENGAGEMENT</b>		
Task 1	Community Meeting 1	35	\$5,793.50
Task 2	Community Meeting 2	35	\$5,793.50
<b>Phase Total:</b>		<b>70</b>	<b>\$11,587.00</b>
<b>PHASE 2</b>	<b>PRE-DESIGN &amp; SITE INVESTIGATION</b>		
Task 1	Kick-off Meeting & Site Visit	35.5	\$6,282.50
Task 2	Existing Site Data Review & Coordination	14.5	\$2,496.00
<b>Phase Total:</b>		<b>50</b>	<b>\$8,778.50</b>
<b>PHASE 3</b>	<b>PRELIMINARY DESIGN</b>		
Task 1	Meetings	8	\$1,372.00
Task 2	Preliminary Design Package	68.5	\$10,511.00
Task 3	Preliminary Cost Estimate	12	\$2,014.00
<b>Phase Total:</b>		<b>88.5</b>	<b>\$13,897.00</b>
<b>PHASE 4</b>	<b>FINAL DESIGN</b>		
Task 1	Meetings	8	\$1,372.00
Task 2	Final Design Package	70	\$10,971.00
Task 3	90% Cost Estimate	12	\$2,014.00
<b>Phase Total:</b>		<b>90</b>	<b>\$14,357.00</b>
<b>Subtotal:</b>			<b>\$48,619.50</b>
<b>Subconsultants</b>			
Site Surveying Services	Del-Mont Consultants Inc.		\$3,000.00
	Subconsultant Markup:		\$300.00
<b>Subtotal:</b>			<b>\$3,300.00</b>
<b>Reimbursable Expenses</b>			
Phase 99	Reimbursable Expenses:		
	Copies, Printing, etc.		\$194.48
	Mileage		\$434.27
	Expenses Markup:		\$0.00
<b>Subtotal:</b>			<b>\$628.74</b>
<b>Management Reserve Fund (MRF)</b>			
Phase 98	MRF		\$2,000.00
<b>Total:</b>			<b>\$54,548.24</b>





## IOOF Park

The City of Gunnison hired SCJ (formerly Sprout Studio) to lead the redesign of the existing 6600 sf IOOF park located in the heart of downtown Gunnison. The park served as a gathering space for local downtown events but was underutilized during non-event times and in need of an update. The park design is a result of a comprehensive community engagement process and improvements identified as part of the Gunnison Vibrancy Initiative. The design includes lawn area and planting beds, an interactive water feature, climbing boulder, fire pit, festival lighting, flexible seating/plaza space that can be used for gatherings, public events and individual use.

**Location:** Gunnison, Colorado

**Size:** 6,230 square feet

**Completion Year:** 2019

**Construction Cost:** \$250,000

**Contact:** Dan Vollendorf  
970.641.8244  
dvollendorf@gunnisonco.gov



## Shady Island River Park Master Plan

Our team led the Master Planning phase of this river access and park project located along the Gunnison River just north of the City of Gunnison. The 10.5-acre parcel, referred to as Shady Island, includes approximately 730 linear feet of riverfront access along the Gunnison River, a 980 linear foot side channel within the property, and abundant mature trees. Located 1.75 miles from the City of Gunnison limits and directly adjacent to Hwy 135, the property provides community access to a beautiful site full of natural amenities and opportunities to connect with nature while providing safe access to the Gunnison River. The team led a comprehensive community outreach process while collaborating with County Staff and community stakeholders to develop a master plan that addresses safety concerns for river access while providing highly desired amenities and respecting adjacent landowners.

**Location:** Gunnison, Colorado

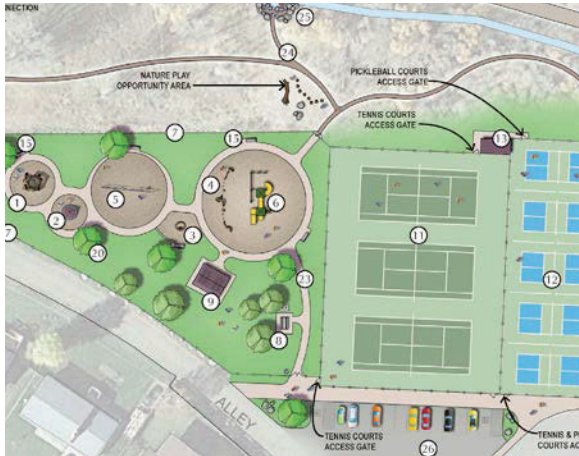
**Size:** 10.5 acres

**Completion Year:** 2018

**Project Cost:** \$3,062,778

**Contact:** John Cattles  
970.641.7985  
jcattles@gunnisoncounty.org





## Charmar Park Master Plan

SCJ planners and landscape architects were hired by the City of Gunnison Parks and Recreation Department to assist with public facilitation and to develop an updated park plan for Charmar Park. The existing park included dated playground amenities and park site furnishing. Our team worked closely with local play sculpture manufacturer, ID Sculpture to specify exciting new play features to enliven the park. Pockets of “nature play” features are included in the design to help connect park visitors to the adjacent natural drainage area. Additionally, with the popularity of pickleball crowding the existing tennis courts, five new pickleball courts were built adjacent to the existing tennis courts, providing a lively court complex.

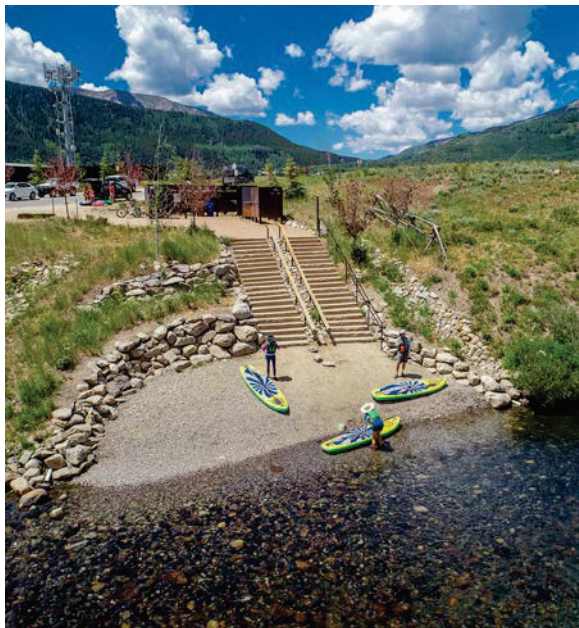
**Location:** Gunnison, Colorado

**Size:** 2 acres

**Completion Year:** 2018

**Project Cost:** \$451,111

**Contact:** Dan Vollendorf  
970.641.8244  
dvollendorf@gunnisonco.gov



## Slate River Boat Launch

The Town of Crested Butte hired SCJ (formerly Sprout Studio) to lead the design team for the Slate River Boat Launch. We assisted the Town in gathering public input, developed conceptual alternatives, and ultimately developed construction documents and assisted with construction administration for this public amenity. With the increase in popularity of stand-up paddle boards and river sports in general, the Town needed a more deliberate boat launch site. The project site presented challenges, including the distance (over 12 vertical feet) from the boater staging area to the edge of the river.

Our team designed wide stone steps with an integrated “boat slide” to help transport watercraft down the slope. The need for a windscreen, changing areas, paddle board storage, and porta-potty shelter were all integrated into one structure made with weather steel panels. This structure is also a canvas for public art expressed through cut-out patterns interpreting the adjacent wetland habitat.

**Location:** Crested Butte, Colorado

**Size:** 8,000 square feet

**Completion Year:** 2022

**Project Cost:** \$306,000

**Contact:** Janna Hansen  
970.349.5338 x110  
jhansen@crestedbutte-co.gov

# Sustainable Design

## Sustainability

SCJ considers sustainability on every one of our projects. To us, sustainability means durable, easy to maintain, and long-lasting. We believe that sustainable design also creates value for communities and minimizes negative impacts on the natural environment. We have included our sustainable approach for each of our example projects listed in the previous section.

At SCJ sustainability is integral to all of our projects. Sustainable designs are durable, easy to maintain and utilize responsibly sourced and long lasting materials. We also integrate a regenerative design approach considering how our designs impact the environment and how we can design to improve the health of the surrounding ecosystem and community and inspire stewardship of both the built and natural environments. None of this is possible without deep collaboration with our clients, stakeholders, community and the entire design team. Observing and listening are our most powerful tools in this endeavor. Each of the projects listed above incorporates elements of sustainable and regenerative design:

- ◆ Developing a design informed by a robust public outreach process
- ◆ Observing the site and adjacent properties to understand the impact of site development
- ◆ Researching the historic patterns of the site, it's vegetation and environmental factors
- ◆ Balancing up front cost with life cycle savings with durability and long lasting materials
- ◆ Integrating stories, cultural history and interpretive/educational elements
- ◆ Specifying planting materials appropriate to the micro-climate of the site
- ◆ Creating public spaces with the intent of growing community and preserving resources



*IOOF Park – All of the stone seat walls were constructed using stone that was salvaged from an old city shop building. The “shop block” became an integral part of the design as well as a catalyst for reminiscing and storytelling.*



*Shady Island – In order to construct access to this site, several mature trees had to be removed. These trees were salvaged and repurposed to create this nature play area. Use of these natural elements saved money, reduced the use of synthetic materials and created a dynamic playscape that integrated input received from local kids.*

## Phase 1: Community Engagement

All time for community meetings and travel associated with those meetings, as well as time to prepare presentations and summarize meeting notes for community meetings will be part of this phase. It is expected that community engagement will occur at different stages throughout the design process. Therefore, this phase could run concurrently with other phases listed below.

### 1.1 Community Meeting #1

- ◆ Prepare presentation materials including information gathered during Phase 2
- ◆ Attendance of up to three (3) SCJ employees at the Community Meeting
- ◆ Summarize meeting notes and community feedback

### 1.2 Community Meeting #2

- ◆ Prepare presentation materials including design developed during Phase 3
- ◆ Attendance of up to three (3) SCJ employees at the Community Meeting
- ◆ Summarize meeting notes and community feedback

#### Phase 1 Deliverables

1. Community feedback summary from Community Meeting 1
2. Community feedback summary from Community Meeting 2



## Phase 2: Predesign and Site Investigation

Upon receipt of a notice to proceed, this phase includes a project kickoff meeting with both internal and external team members, review of all available project documentation, analysis of all digital base files, and site-appropriate in-field investigations.

### 2.1 Kickoff Meeting and Site Visit

- ◆ Attendance of up to four (4) SCJ employees at a kickoff meeting with the City to take place on-site
- ◆ Site investigation to take place during and after the kickoff meeting to document observations and photograph the site

### 2.2 Existing Site Data Review and Coordination

- ◆ Review all data and maps provided by the City
- ◆ Review City code
- ◆ Coordination with the surveyor

## Phase 3: Preliminary Design

After a thorough site investigation and the first community meeting is complete, SCJ will create a preliminary design for the park. During this phase we will develop the general layout for the circulation, amenities, and parking area. We will also start to identify hardscape materials and a planting palette. The preliminary design phase is intended to be an iterative process that incorporates feedback from the City and the community. The drawings produced during this phase will be sufficient for high-level cost estimating, preliminary review by the City, and will be presented at the second community meeting.

### 3.1 Meetings

- ◆ Attendance of up to three (3) SCJ employees at virtual meetings with the City throughout the preliminary design process (assumed to be two meetings total)

### 3.2 Preliminary Design Package

- ◆ Primary concept plan graphic
- ◆ Concept plan alternates (up to two)
- ◆ Character imagery
- ◆ Section/perspective vignettes (up to two)
- ◆ Material options
- ◆ Plant Palette

### 3.3 Preliminary Cost Estimate

#### Phase 3 Deliverables

1. Preliminary Design Package
2. Preliminary Cost Estimate

## Phase 4: Final Design

During this phase, we take feedback received during the second community meeting and fully detail the design so that it is clear and constructable. These drawings will be used for final review by the City.

### 4.1 Meetings

- ◆ Attendance of up to three (3) SCJ employees at virtual meetings with the City throughout the final design process (assumed to be two meetings total)

### 4.2 Final Design Package

- ◆ Cover Sheet
- ◆ Demolition Plan
- ◆ Utility Plan
- ◆ Grading Plan
- ◆ Dimensioned Layout Plan
- ◆ Materials & Amenities Plan
- ◆ Site Details and Notes
- ◆ Planting Plan
- ◆ Planting Details and Notes

### 4.3 90% Cost Estimate

#### Phase 4 Deliverables

1. Final Design Package
2. 90% Cost Estimate

## Phase 5: Site Surveying Services (work by Del-Mont)

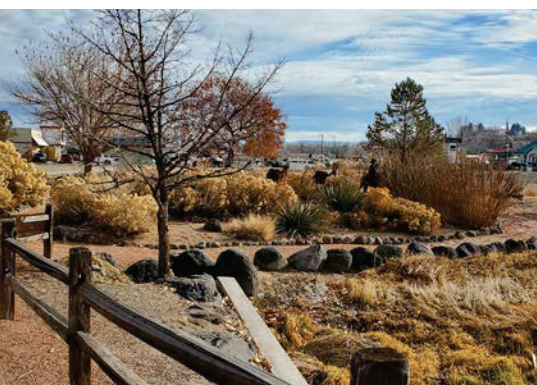
**Del-Mont Consultants** will perform a topographic survey of the area surrounding the proposed project. The topographic survey will include the delineation of all concentrated drainage entering or leaving the site, verification of all existing drainage infrastructure (trench drains, curb and gutter, pipes, inlets, etc.) identification of all structures present, identification of all above and below ground utilities (assuming they are marked by the time the survey occurs) on the property, identifying limits of concrete/pavement, and identification of property boundaries (assuming property pins are in place). The survey will be broad enough to confirm existing conditions, and a survey AutoCad Civil3D base map will be created and provided to the design team.

#### Phase 5 Deliverables

1. Topographic Survey PDF
2. AutoCAD Civil3D Base Map

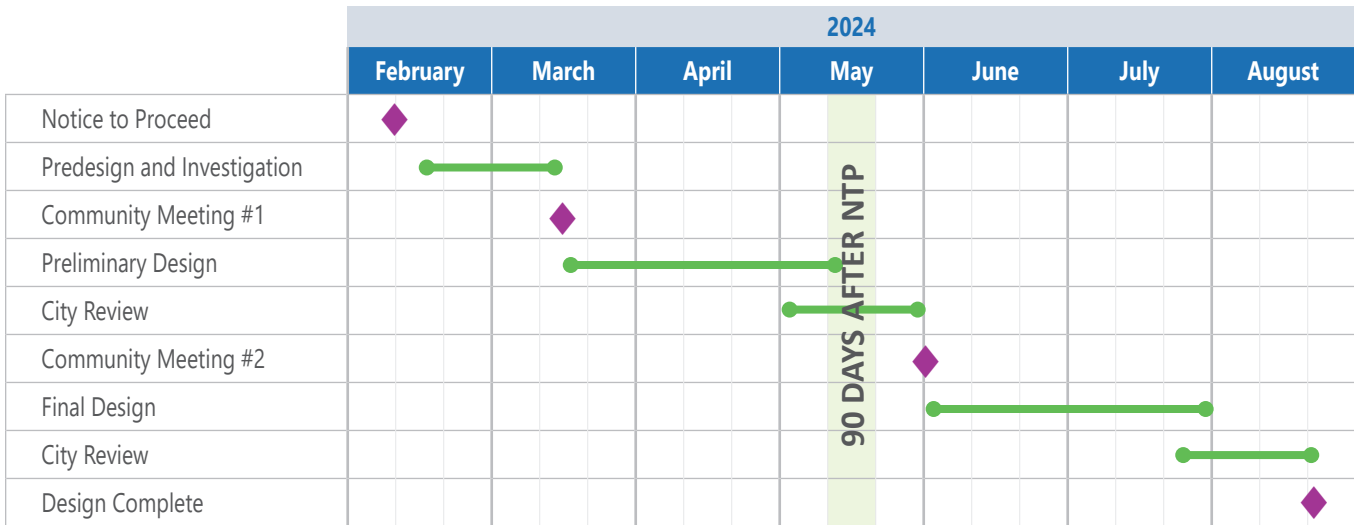
#### Assumptions

- ◆ All environmental work and/or permitting, including permitting related to construction within the FEMA floodplain, or construction within designated wetlands will be done by others.
- ◆ It is assumed that no legal documents (plats, etc.) will need to be prepared as the project is located within property owned by the City.
- ◆ It is assumed that all survey fieldwork can be completed in one trip and multiple trips to the site are not required.
- ◆ Grant research and applications are not included in the scope of work.
- ◆ It is assumed that the City will coordinate the scheduling of community meetings including providing the location and notifying the public.
- ◆ Geotechnical services have not been included in this scope of work. If the project requires Geotechnical services, SCJ has good relationships with several Geotechnical Engineers and can bring on as a subconsultant if needed.
- ◆ Assistance with bidding and construction administration are not included in the scope of work. If the City would like assistance with bidding and construction administration, we can provide those services on a time and materials basis.



# Proposed Timeline

We acknowledge that the RFP states that work should be completed within 90 day of the notice-to-proceed. Based on our understanding of the required scope of work, and our past experience with similar projects, we believe that more time is required to complete the design and community engagement for this project. Instead, we propose completing the Preliminary Design within approximately 90 days of the notice-to-proceed. The City can use the graphics developed during the Preliminary Design phase to secure funding for the construction of the project while we complete the final design. If selected, we will be happy to work with you to refine the scope and timeline to meet your needs.



## Schedule Notes

1. Based on the above proposed schedule, the City could potentially break ground in fall of 2024. The final construction schedule is to be determined.
2. It is assumed that the survey work will be completed during the Predesign and Investigation phase. However, if the survey work is delayed due to weather, the subsequent phases could be delayed as well.
3. The above proposed schedule is dependent on the scheduling of community meetings and City review times.
4. Additional services added to the scope of work could increase the overall timeframe for design completion.

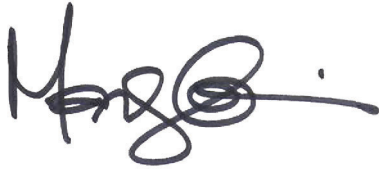
# Acknowledgement of Addenda

SCJ Alliance acknowledges receipt of the following addenda:

- ◆ Addendum #1 Dated: December 14, 2023
- ◆ Addendum #2 Dated: December 20, 2023
- ◆ Addendum #3 Dated: December 21, 2023



Jena Biondolilo, PLA, ASLA



Margaret Loperfido, PLA, ASLA

## PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is entered into as of this 12th day of February, 2024 by and between CITY OF DELTA, a Colorado home rule municipality (the "City") and Shea, Carr & Jewell, Inc. (dba SCJ Alliance), a Washington corporation (the "Professional")

### WITNESSETH

In consideration of the mutual covenants and obligations herein expressed, it is agreed by and between the parties hereto as follows:

1. SCOPE OF PROFESSIONAL SERVICES

Professional agrees to provide services in accordance with the Scope of Professional Services and Fee Schedule attached hereto as **Exhibit A** and incorporated herein by this reference.

2. TIME OF COMMENCEMENT AND COMPLETION OF SERVICES

The services to be performed pursuant to this Agreement shall be initiated upon execution of this Agreement and completed with due diligence thereafter. Time is of the essence in this Agreement. Provided, however, that any payment obligations of the City for fiscal years after the year in which this Agreement is executed is subject to and contingent upon annual budgeting and appropriation by City.

3. PROFESSIONAL RESPONSIBILITY

Professional shall be responsible for the professional quality, technical accuracy, timely completion and coordination of all designs, plans, reports, specifications, drawings and other services rendered by Professional, and shall, without additional compensation, promptly remedy and correct any errors, omissions or other deficiencies. Professional represents that it has the special expertise and background necessary to provide the City with the services listed on Exhibit A, and the City is expressly relying on the technical and professional expertise of Professional.

4. COMPLETION

In consideration of the services to be performed pursuant to this Agreement, the City agrees to pay Professional in accordance with the provisions included in Exhibit A, including the not-to-exceed amount, if applicable. Monthly partial payments based upon Professional's billings are permissible. The amounts of all such partial payments shall be based upon Professional's progress in completing the work described in the Scope of Services and Fee Schedule attached hereto as Exhibit A. Final payment shall be made following acceptance of the completed scope of work by the City.

5. CITY REPRESENTATIVE

The City hereby designates Shaun Barnard as its representative and authorizes them to make all necessary and proper decisions with reference to this Agreement. All requests for contract interpretations, changes, clarifications, or instructions shall be directed to the City representative.



6. **INDEPENDENT CONTRACTOR STATUS**

Professional and any persons employed or retained by Professional for the performance of work hereunder shall be independent contractors and not agents or employees of the City. Any provisions in this Agreement that may appear to give the City the right to direct Professional as to details of doing work or to exercise a measure of control over the work mean that Professional shall follow the direction of the City as to end results of the work only.

A. Professional is providing services independently and, therefore, is not an employee, partner, or joint venturer with the City, and neither party has the authority to bind the other in any respect. Professional warrants to the City that Professional understands the difference in status between an independent contractor and an employee, and Professional acknowledges and stipulates that Professional is neither eligible nor entitled to statutory or legal benefits or provisions of labor codes or other such similar statutes. The parties further agree that the City shall not withhold from Professional unemployment insurance, social security, taxes or any other withholdings. Professional agrees to be responsible for all such payments required by law.

B. **Taxes.** Professional acknowledges and agrees to report all payments received from the City on its federal and state income tax returns and is obligated to pay any and all resulting federal and state income tax obligations. Professional will indemnify the City for any such payments required but not paid.

C. **No Insurance or Benefits.** Professional acknowledges and agrees that it is not covered by any of the City's insurance, including the City's workers' compensation coverage, and is not entitled to any benefits otherwise provided to the City's employees, including vacation pay, sick leave, retirement benefits, social security, disability benefits, employee health benefits of any kind, and workers' compensation benefits. During the Term of this Agreement, Professional will carry any insurance required by law, including, without limitation, professional liability insurance and general liability insurance.

7. **PERSONAL SERVICES**

It is understood that the City enters into this Agreement based on the special abilities of Professional and that this Agreement shall be considered as an agreement for personal services. Accordingly, Professional shall neither assign any responsibilities nor delegate any duties arising under this Agreement without the prior written consent of the City.

8. **ACCEPTANCE NOT WAIVER**

The City's approval of drawings, designs, plans, specifications, reports and incidental work or materials furnished hereunder shall not in any way relieve Professional of responsibility for the technical accuracy of the work. The City's approval or acceptance of, or payment for, any services shall not be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

9. DEFAULT

Each and every term and condition shall be deemed to be a material element of this Agreement. In the event either party should fail or refuse to perform according to the terms of this Agreement, such party may be declared in default thereof.

10. REMEDIES

In the event a party has been declared in default hereof, such defaulting party shall be allowed a period of five (5) days within which to cure said default. In the event the default remains uncorrected, the non-defaulting party may elect to (a) terminate the Agreement and seek damages; (b) treat the Agreement as continuing and require specific performance; or (c) avail himself of any other remedy at law or equity. In the event Professional fails or neglects to carry out the work in accordance with this Agreement, the City may elect to make good such deficiencies and charge Professional therefor.

11. TERMINATION BY THE CITY

The City may terminate this contract at any time for its convenience. Professional shall be paid pro rata for work completed to the date of termination pursuant to Exhibit A.

12. INSURANCE

Professional agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Professional pursuant to Section 12. Such insurance shall be in addition to any other insurance requirements imposed by this Agreement or by law. Professional shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to Section 13 by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.

Professional shall procure and maintain, and shall cause any subcontractor of the Professional to procure and maintain, the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to the City. All coverages shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by Professional pursuant to this Section 12. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

A. Workers' Compensation insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of work under this Agreement, and Employers' Liability insurance with minimum limits of FIVE HUNDRED THOUSAND DOLLARS (\$500,000) each accident, FIVE HUNDRED THOUSAND DOLLARS (\$500,000) disease - policy limit, and FIVE HUNDRED THOUSAND DOLLARS (\$500,000) disease - each employee. Evidence of qualified self-insured status may be substituted for the Worker's Compensation requirements of this paragraph. Regardless of the limitations set forth herein, such insurance shall at a minimum meet the required limits under Colorado law.

B. Commercial General Liability insurance with a minimum combined single limits of ONE MILLION ONE HUNDRED NINETY-FIVE THOUSAND DOLLARS (\$1,195,000)

aggregate for each occurrence (FOUR HUNDRED TWENTY-FOUR THOUSAND DOLLARS, \$424,000, per injured person), but in no event shall the policy reflect amounts less than those set forth in the Colorado Governmental Immunity Act ("CGIA"), C.R.S. § 24-10-114, as may be adjusted from time to time. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall contain a severability of interests provision.

C. Comprehensive Automobile Liability insurance with a minimum combined single limits for bodily injury and property damage of not less than FIVE HUNDRED THOUSAND (\$500,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000) aggregate with respect to each of Professional's owned, hired, and non-owned vehicles assigned to or used in performance of the services. The policy shall contain a severability of interests provision. If Professional has no owned automobiles, the requirements of this Paragraph (C) shall be met by each employee of the Professional providing services to the City under this Agreement.

D. Errors and Omissions insurance in the amount of \$500,000 per claim, as applicable.

The policy required by Paragraph (B) above shall be endorsed to include the City and its officers and employees as additional insureds. Every policy required above shall be primary insurance and any insurance carried by the City, its officers, or its employees, shall be excess and not contributory insurance to that provided by Professional. No additional insured endorsement to any policy shall contain any exclusion for bodily injury or property damage arising from completed operations. Professional shall be solely responsible for any deductible losses under any policy required above.

The certificate of insurance required by the City shall be completed by Professional's insurance agent as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be reviewed and approved by the City prior to commencement of the Agreement. No other form of certificate shall be used. The certificate shall identify this Agreement and shall provide that the coverages afforded under the policies shall not be cancelled, terminated or materially changed until at least thirty (30) days' prior written notice has been given to the City. The completed certificate of insurance shall be sent to the City.

Failure on the part of Professional to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of contract upon which the City may immediately terminate this Agreement, or at its discretion the City may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the City shall be repaid by Professional to the City upon demand, or the City may offset the cost of the premiums against any monies due to Professional from the City. The City reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

The parties hereto understand and agree that the City is relying on, and does not waive or intend to waive by any provision of this agreement, the monetary limitations and any other rights, immunities, or protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, or otherwise available to the City, its officers, or its employees.

13. INDEMNIFICATION

Professional agrees to indemnify and hold harmless the City, its officers, employees, and insurers, from and against all liability, claims, and demands, including costs of defense and attorney fees (recoverable under applicable law on account of negligence), on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this contract, if such injury, loss, or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by, the negligent omission, error, professional error, or mistake, of Professional, any subcontractor of Professional, or any officer, employee, representative, or agent of Professional or of any subcontractor of Professional, or which arise out of any workers' compensation claim of any employee of Professional or of any employee of any subcontractor of Professional, except to the extent caused by the negligent acts or omissions of the City, its officers or employees.

14. OPEN RECORDS

The City and its duly authorized representatives shall have access to any books, documents, papers, and records of Professional and its subcontractors that are related to this Agreement for the purpose of making audit, examination, excerpts, and transcriptions.

The City is subject to and bound by the Colorado Open Records Act, C.R.S. § 24-72-101, *et seq.* Any and all documents Professional prepares pursuant to this Agreement may be subject to production and/or reproduction pursuant to those statutes, irrespective of any copyrights held by Professional. Professional hereby waives any claims of any kind whatsoever against the City for the City's compliance or attempted compliance with the provisions of the Open Records Act.

14. APPROPRIATION

No provision of this Agreement shall be construed or interpreted: i) to directly or indirectly obligate the City to make any payment in any year in excess of amounts appropriated for such year; ii) as creating a debt or multiple fiscal year direct or indirect debt or other financial obligation whatsoever within the meaning of Article X, Section 6 or Article X, Section 20 of the Colorado Constitution or any other constitutional or statutory limitation or provision; or iii) as a donation or grant by the City to or in aid of any person, company or corporation under applicable Colorado law.

15. NOTICE

Any notices required or permitted under this Agreement shall be in writing and shall be deemed given when personally delivered or, if mailed, three (3) days after being deposited in the United States certified mail, postage prepaid, return receipt requested, and addressed as follows. Either party may change the address to which notices should be delivered by providing notice in accordance with this Section.

TO CITY:  
City of Delta  
360 Main Street  
Delta, Colorado 81416  
Attn: Elyse Ackerman-Casselberry  
Email: elyse@cityofdelta.net

TO PROFESSIONAL:  
SCJ Alliance  
523 Riverland Dr, Suite 3C  
Crested Butte, CO 81224  
Email: jena.biondolilo@scjalliance.com

16. ADDITIONAL PROVISIONS

This Agreement is being executed and is to be performed in the State of Colorado and shall be enforced and construed according to the laws of the State of Colorado. Venue for any dispute arising out of this Agreement shall be in the District Court for Delta County, Colorado.

Should this Agreement become the subject of legal action to resolve a claim of default in performance by any party, including the collection of past due amounts, the non-prevailing party shall pay the prevailing party's reasonable attorneys' fees, expenses, and court costs. All rights concerning remedies and/or attorneys' fees shall survive any termination of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

CITY OF DELTA, COLORADO

PROFESSIONAL

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

ATTEST:

\_\_\_\_\_  
City Clerk



3D scanning units are useful in the preservation of evidence and during a trial. The prosecution can manipulate the image to put the juror or judge at the scene as the incident unfolded. There are many 3D scanners on the market today and each one is manufactured for a particular use, this is not a one size fit all world. There are 3D Scanners that are hand held for smaller jobs to ones that are mounted on tripods for larger data gathering. 3D scanners are used in just about every aspect of today's world, from the Aerospace and the Medical Industry to the manufacturing of replacement parts on a job sight with the help of a 3D printer, to the world of the Scale Modeling. Just about every 3D Scanner manufacturer says that they can be used in the Law Enforcement Field and they are correct.

Let us examine hand held units first. These hand held system are used for small scanning jobs such as scanning discovered Dinosaur Bones. These bones will be unearthed and scanned into a database with millions of other discovered bones. The 3D image is then compared to what is in the database and this will tell the Paleontologist what species he or she may dealing with. The bone cannot be studied in the field due to time restraints and the fragility of the bone. With the 3D image the Paleontologist, can examine the bone in fine detail while still on sight looking to recover more.

These smaller scanners will then be used to replicate a certain Dinosaur and this Dinosaur will be displayed to the public, not using the accrual bones but 3D scanned detailed replicas that are 3D printed. An example of this first occurred in the fall of 2014 when Louis Leakey, a famed Paleontologist created a very close likeness of 1.8 million-year old fossilized remains found in Kenya. Her team used hand held 3D scanners and a high quality 3D printer to create replicas of accent Crocodiles, a prehistoric elephant and a giant tortoise that were originally found in the 70's and 80's. On the next page is a picture of a 3D scanned and printed replica of a dinosaur skull.







These smaller handheld 3D scanners can also be used in the Law Enforcement field for small scene mapping. Here is an example of where a small hand held 3D scanner would work. Law Enforcement takes a report of a hit and run, we have a description of a white SUV with front-end damage. Officer Smith locates a vehicle matching the description given. Officer Smith executes a warrant to seize and search the vehicle for evidence of the crime of hit and run. With the smaller hand held 3D Scanner a single officer can scan this vehicle and look for clues that match the vehicle to the scene at the time of the collision. Below is a picture of one of these hand held units.







For this unit to work the officer must move the scanner along the length and width of the target to make sure all areas are scanned into the system. Using a handheld unit at a larger complex scene would force the user to walk back and forth across the scene scanning the entire scene and all object within the scene. This activity could move or damaging crucial evidence to the crime or collision. Below is a picture of an officer scanning the exterior of a vehicle.



These hand held scanners can run anywhere from 11,000 to 20,000 USD, without a software subscription and technical support. These units are great for scanning smaller objects or scenes but cannot be used for larger scenes that are more complex.





Let us examine the Faro Company based out of the United Kingdom and Germany with technical support offices on the East Coast of the United States. Faro is just one of many suppliers in the world that manufacture a hand held or mounted 3D scanning system. Larger 3D scanning units are used for larger scenes that the smaller hand held units cannot scan efficiently or accurately. Pictured above is a Faro made large 3D scanning system. For example, one of the larger units can be used to scan in detail a more complex crime scene, fatal or Serious Bodily Injury (SBI) collision.

The large Faro unit as pictured previous is the same style of unit that The Colorado Bureau of Investigation (CBI) uses to scan their crime scenes. The actual scanner CBI uses is called the LS9-HU or Focus Premium. Attached to this briefing are the white sheets and estimate for the cost of their scanner and software.





It is worth mentioning that Faro does have a support office in Colorado but this is for trouble shooting only and not for sales, service and training. With the Faro subscription, we are only allowed to send two people to the training and this training takes place on the East Coast of the United States. If the scanner needed any repairs, we would have to send the scanner again to the east coast. The Faro system also does not have the capability of truly self-calibrating in the field as other systems we have examined. Re-calibration of one of these units need to be done at a Faro facility.

Faro does have a more state of the art graphics system. This system can be used to detail the finish product like wind blowing, in car view of the collision, placement of the sun for reflection purposes and so on. I have been told their graphics system is comparable to Pixar Animation. Along with this comes the added cost of upgrading computers or buying computers to operate the systems as intended by the manufacturer. As you can see by examining the white pages and estimate the Faro system will cost about 84,860 USD. This extra technology is not needed by DPD for our investigations. I can see this extra technology being a hindrance when it comes time to a trial in a case, confusing jurors, judges or prosecutors. Paying to send people to the east coast to be trained to operate the Faro system is not a viable for The City of Delta. Faro will only allow two person to be trained; travel, hotel and expenses are not covered in the price of the scanner.

The Faro system is a very high quality and durable system, this system is more than DPD needs to complete a very accurate collision or crime scene investigations. If the DPD were to use a scanning system multiple times, a week for high profile crime scenes or large four plus car collisions with multiple SBI injury or deaths then the Faro system would be the best option for the price. Thankfully, this is not the norm for our community.





We will now examine the Trimble X7 system. Trimble has their home offices in Westminster Colorado and is an American based company. Below is a picture of the Trimble X7 large scanner.



There is not much difference between the Faro Scanner and the Trimble Scanner. Both of these scanners can do exactly the same work at about the same speeds, the Trimble system is just a little faster scanning. The major differences is in the software used, the longevity and history of the companies.

The Trimble Company was started in 1978 and was one of the first companies to be granted contracts with the United States Military for GPS guided surface to air, air to air and smart bomb technologies. The Trimble Company, DBA Trimble Agriculture is also the leader in agriculture guidance systems that can be fitted to any older make or model of farm tractor, combine or swather bringing accurate GPS technology to every farmer in the country.





One of the major aspects that I have found to be greatly in the favor of Trimble is the software used for the Trimble X7 scanning system. Traffic enforcement officers created the software and Trimble employs retired traffic collision reconstructionist to continue to improve their systems. Trimble was able to secure initial testing on their systems with The Kentucky State Police and The New York State Police Traffic Enforcement Units. These two state agencies still use the Trimble system today and are still proving grounds for new systems and software.

The software used by the Trimble System does not have the Pixar type animation as The Faro system; however, it is also not near as complicated for the user nor the viewer of the finished product, juries, judges and attorneys. In order to run this system to the manufacturer's specification the DPD would have to import new graphic cards to at least two existing computers, at about 200 USD per computer. With The Faro System, the graphics cards would be 500 USD per computer.

The Trimble system also comes with a tablet for operating the system and viewing the scanning as it is in progressing through the scan. With the Faro System, a separate computer must be purchased or an existing Mobil Data Terminal (MDT) must be upgraded so the system can be run per manufacture specifications. In short, with the Faro System, a MDT must be upgraded to operate the system on scene and two computers must be upgraded for the traffic investigators to upload and view the finished product, this is not included in the cost of the system.

Training and accessibility are also very strong points for the Tremble System. With their main office in Colorado, Tremble techs are a five-hour drive from our agency if they need to come trouble shoot the system. With the Trimble system we can train up to 16 users and the Tremble trainers come to our location, this is all in the price of the unit.





I have attached the white sheets for the Trimble System along with the quote for the scanner, software and training. The Trimble system has been quoted to DPD to be 55,105 USD; this is a substantial savings from the Faro unit.

In the past three weeks, we could have used a scanning system for three major events and been able to reconstruct the event in 3D space for viewing by DPD personal and attorneys. This technology is able to place the viewer of the reconstruction at the scene during the time of the event, instead of listening to someone talk of the event and trying to visualize the events as explained.

We did reach out twice to a third company, Leica Geo Systems and as of the time of this writing, we have still not had any return calls or emails. Comparing the two systems, DPD traffic enforcement officers, the detectives and I felt that the Trimble System is more suited for the needs of the DPD.

Commander Jarrod Lang

Delta Police Department

Delta, Colorado





FARO Technologies Inc  
 125 Technology Park, Lake Mary FL  
 32746-6204  
 Phone No: 407-333-9911


**Account Manager:** Kevin Schneider  
**Email:** kevin.schneider@faro.com  
**Sales Support:** Ainel Grana  
**Contact Person:** Jarrod Lang

**Quotation No:** 02280626  
**Quotation Date:** 01/24/2024  
**Expiration Date:** 02/23/2024

**Lead Time:** 2-6 weeks  
**Ship:** Standard/Ground  
**Payment Terms:** 30 Days net  
**Delivery Terms:** Ex Works

Bill To:	Ship To:
Delta Police Department (CO) 215 West 5th Street Delta,CO,81416 US	Delta Police Department (CO) Delta,United States 215 West 5th Street Delta,CO,81416 US

**Notes:**

UNIT COSTS				
ITEM NO.	DESCRIPTION	QTY	UNIT PRICE	TOTAL AMOUNT
LS9-HU	 <b>FARO Focus Premium USA</b> Laser Scanner Focus Premium ships with: 1x Focus Premium scanner head, 1x Status Indicator, 1x Quick Release, 1x Power Block Battery, 1x Battery Power Dock , 1x Power Supply, 1x 64GB High-Speed SD Card and reader, 1x rugged transport case, 1x calibration certificate, 1x quick start guide, manufacturer warranty	1	\$ 43,990.00	\$ 43,990.00

Check Payments:  
 FARO Technologies, Inc.  
 PO Box 116908  
 Atlanta, GA 30368-6908

FARO Technologies Inc., 125 Technology Park, Lake Mary FL 32746-6204

Electronic Payments:  
 FARO Technologies, Inc.  
 ABA: 061000104  
 Swift Nbr: SNTRUS3A  
 USD Account #: 1000009578609

Phone No: 407-333-9911  
 www.faro.com  
 Nasdaq: FARO

Continued

Quotation No: 02280626

<b>SV2-SCN-Y2</b>	<b>FOCUS Premium Complete Care- Year 2</b>  Complete care upgrade for Focus Premium scanners. Upgrades included 2 year manufacturer warranty to include an annual cleaing and calibration.	<b>1</b>	<b>\$ 1,800.00</b>	<b>\$ 1,800.00</b>
<b>ACCS-PWR-0014</b>	<b>3D_AC_LS_FocusS Battery Power Block</b>  Power Block battery for Focus laser scanner and Freestyle.	<b>1</b>	<b>\$ 610.00</b>	<b>\$ 610.00</b>
<b>ACCS8032</b>	<b>3D_AC_LS_Standard Carbon Fiber Tripod</b>  Carbon fiber tripod, super lightweight, highly stable, low-vibration, customized for Focus scanners for perfect performance and increased durability.	<b>1</b>	<b>\$ 1,300.00</b>	<b>\$ 1,300.00</b>
<b>COMP0123X64</b>	<b>VR Ready Notebook</b>  High-end notebook computer. Contact your FARO representative for current specifications.	<b>1</b>	<b>\$ 5,930.00</b>	<b>\$ 5,930.00</b>

Check Payments:  
FARO Technologies, Inc.  
PO Box 116908  
Atlanta, GA 30368-6908

FARO Technologies Inc., 125 Technology Park, Lake Mary FL 32746-6204



Electronic Payments:  
FARO Technologies, Inc.  
ABA: 061000104  
Swift Nbr: SNTRUS3A  
USD Account #: 1000009578609

Phone No: 407-333-9911  
www.faro.com  
Nasdaq: FARO



Continued

Quotation No: 02280626

SSA0900-1Y  <b>SCENE</b>	<b>SSA0900-Scene</b> SCENE. New License. Includes standard maintenance. License containers sold separately. Contract Date: 01/24/2024 - 01/24/2025	<b>1</b>	<b>\$ 2,190.00</b>	<b>\$ 2,190.00</b>
SSA51007-1Y  <b>Zone Expert</b>	<b>SSA51007-FARO Zone 3D Expert</b> Contract Date: 01/24/2024 - 01/24/2025	<b>1</b>	<b>\$ 1,940.00</b>	<b>\$ 1,940.00</b>
SOFTL0001	<b>Single User Soft Lock</b>	<b>2</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>
TR-SCN-POS	<b>Laser Scanner Tr. - FARO Fac. - Inc</b> Available only at point of FARO system sale. Includes training for 2 Trainees.	<b>1</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>
TR-SCN-POS-FOR-O	<b>OnSite Forensics Cust-Site Upg. 5 Day</b> Available only at point of FARO system sale. Customer Site Upgrade - five day course that discusses forensic applications with FARO Scanner with FARO Software, setup, and basic measurements. Customer Site Trainings are designed for up to 4 people to ensure proper transfer of knowledge and understanding. Price per class. Training days must be taken together on consecutive days, and cannot be split into individual days.	<b>1</b>	<b>\$ 9,610.00</b>	<b>\$ 9,610.00</b>

Check Payments:  
FARO Technologies, Inc.  
PO Box 116908  
Atlanta, GA 30368-6908

FARO Technologies Inc., 125 Technology Park, Lake Mary FL 32746-6204

Electronic Payments:  
FARO Technologies, Inc.  
ABA: 061000104  
Swift Nbr: SNTRUS3A  
USD Account #: 1000009578609

Phone No: 407-333-9911  
www.faro.com  
Nasdaq: FARO

Continued

Quotation No: 02280626

ACSS0287	200mm Koppa Target W/ Tripod Mount Kit	1	\$ 3,250.00	\$ 3,250.00
ACSS6069	<b>3D_AC_LS_3D-Scale Bar Kit</b> The 3D Measurement Scale Bar is used as a reference point in scans to verify scan accuracy. NIST Traceable, the certified distance between the spheres is 1.5 meters. The scale bar has two 70 mm spheres mounted on a 31.75 mm (1.25") diameter rod. The spheres on the Scale Bar can also serve as near-distance (under 5 m) targets. The Scale Bar comes in two pieces, that are easily assembled at the scan scene. The Scale Bar Kit includes the Scale Bar, case, and a clamp that allows the scale bar to be mounted onto a standard photography tripod.	1	\$ 2,550.00	\$ 2,550.00

RECURRING COSTS

ITEM NO.	DESCRIPTION	YRS	ANNUAL PRICE	SUBTOTAL
----------	-------------	-----	--------------	----------

<b>Total Unit Price:</b>	<b>\$ 73,170.00</b>
<b>Total Recurring Costs:</b>	<b>\$ 0.00</b>
<b>Sub Total:</b>	<b>\$ 73,170.00</b>
<b>Shipping &amp; Handling:</b>	<b>\$ 59.85</b>
<b>Total Excluding Tax:</b>	<b>\$ 73,229.85</b>
<b>Total Taxes:</b>	<b>\$ 5,480.82</b>

**Total Due: (USD) \$ 78,710.67**

Check Payments:  
 FARO Technologies, Inc.  
 PO Box 116908  
 Atlanta, GA 30368-6908

FARO Technologies Inc., 125 Technology Park, Lake Mary FL 32746-6204

Electronic Payments:  
 FARO Technologies, Inc.  
 ABA: 061000104  
 Swift Nbr: SNTRUS3A  
 USD Account #: 1000009578609

Phone No: 407-333-9911  
 www.faro.com  
 Nasdaq: FARO



Continued

Quotation No: 02280626

Check Payments:  
FARO Technologies, Inc.  
PO Box 116908  
Atlanta, GA 30368-6908

FARO Technologies Inc., 125 Technology Park, Lake Mary FL 32746-6204

Electronic Payments:  
FARO Technologies, Inc.  
ABA: 061000104  
Swift Nbr: SNTRUS3A  
USD Account #: 1000009578609

Phone No: 407-333-9911  
[www.faro.com](http://www.faro.com)  
Nasdaq: FARO

Continued

Quotation No: 02280626

**\*\*Note: Taxes on this quote are budgetary estimates and are not binding. Taxes charged will be based on applicable tax rates assessed at the time of final invoice.**

Quote, including FARO Standard Delivery Terms and Conditions, accepted

Signature: \_\_\_\_\_ Print: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

Accounts Payable Name: \_\_\_\_\_ Email: \_\_\_\_\_

Do you require a PO number to be referenced on the invoice ( ) No ( ) Yes - PO #: \_\_\_\_\_

Check Payments:  
FARO Technologies, Inc.  
PO Box 116908  
Atlanta, GA 30368-6908

FARO Technologies Inc., 125 Technology Park, Lake Mary FL 32746-6204

Electronic Payments:  
FARO Technologies, Inc.  
ABA: 061000104  
Swift Nbr: SNTRUS3A  
USD Account #: 1000009578609

Phone No: 407-333-9911  
www.faro.com  
Nasdaq: FARO

Continued

Quotation No: 02280626

COVID-19

FARO does not assume any risk for (i) late deliveries of goods, (ii) customers' inability or impracticability to receive or use our devices or software, and for (iii) delivery disruptions, that are due to the COVID-19 pandemic and ensuing government measures (shut downs, lock-downs, quarantines).

**PURCHASE AGREEMENT AND CONDITIONS OF SALE:** As a condition of this agreement, the applicable contract terms are FARO's Standard Terms and Conditions of Sale, or, if the Parties have entered into current master sales terms, such negotiated master terms.

The FARO Standard Terms and Conditions can be found at the following Web link (if such is not an active link, please copy and paste the Web address into a Web browser):

<https://www.faro.com/terms/>

You can also obtain the terms from your FARO sales representative or please email [Contracts.AMER@faro.com](mailto:Contracts.AMER@faro.com) for a copy.

The following article contains all our calibration information under their respective product headings

[https://knowledge.faro.com/Essentials/Hardware/Compensation\\_Calibration\\_and\\_Certification\\_Standards\\_for\\_FARO\\_Devices](https://knowledge.faro.com/Essentials/Hardware/Compensation_Calibration_and_Certification_Standards_for_FARO_Devices)

Check Payments:  
FARO Technologies, Inc.  
PO Box 116908  
Atlanta, GA 30368-6908

FARO Technologies Inc., 125 Technology Park, Lake Mary FL 32746-6204

Electronic Payments:  
FARO Technologies, Inc.  
ABA: 061000104  
Swift Nbr: SNTRUS3A  
USD Account #: 1000009578609

Phone No: 407-333-9911  
[www.faro.com](http://www.faro.com)  
Nasdaq: FARO



# Estimate

**FARO Global Headquarters**  
 125 Technology Park  
 Lake Mary, FL 32746, USA  
 Phone: 407-333-9911  
 Toll Free: 800-736-0234  
 Fax: 407-333-4181

**Estimate Date:** Thu, 25 Jan 2024  
**Prepared for:**  
**Delta Police Department**

**\*Please be aware sales tax and shipping are not included this estimate\***

## Items in Estimate:

Part#	Desc.	Unit Price	Qty	Totals
LS9-HU	FARO Focus Premium USA	\$ 43,990	1	\$43,990
SV2-SCN-Y3	FOCUS Core/Premium Complete Care-Year 3	\$ 5,270	1	\$5,270
ACCS-PWR-0014	Power Block	\$ 610	1	\$610
ACCSS8032	Carbon Fiber Tripod	\$ 1,300	1	\$1,300
COMP0123X64	VR Ready Notebook	\$ 5,930	1	\$5,930
SSA51007-3Y	FARO Zone 3D Expert Subscription 3Y	\$ 5,280	1	\$5,280
SSA0900-3Y	SCENE SUB 3Y	\$ 5,850	1	\$5,850
SOFTL0001	Single User Soft Lock	\$ 0	2	\$0
TR-SCN-POS	Free POS FARO Facility Training	\$ 0	1	\$0
TR-SCN-POS-FOR-O	Onsite Forensics Cust-Site Upg. 5 day	\$ 9,610	1	\$9,610
ACCSS0287	200mm Koppa Target w/tripod	\$ 3,250	1	\$3,250
ACCSS0299	80mm Trajectory Spheres	\$ 1,220	1	\$1,220
ACCSS6069	Scale Bar Kit	\$ 2,550	1	\$2,550
<b>Total Price:</b>				<b>\$84,860</b>

## Optional Items:

Part#	Desc.	Unit Price	Qty	Totals
-------	-------	------------	-----	--------

**Optional Total Price:**

**This is a non-binding estimate of software, hardware, and associated services. This estimate does not constitute an agreement, commitment, or offer of sale (expressed or implied) on the part of FARO and**



# Trimble X7

## 3D LASER SCANNING SYSTEM

**High-speed 3D laser scanning system with new innovations to simplify adoption, increase efficiency and provide confidence in the field.**

### Simple

- ▶ Reliable field workflows suitable for all users
- ▶ Intuitive Trimble Perspective software to operate, manage, view and validate scan data
- ▶ Fast image capture with Trimble<sup>®</sup> VISION<sup>™</sup> technology
- ▶ Compact and lightweight for easy transport and mobility

### Smart

- ▶ Breakthrough innovations for reliable data collection
- ▶ New Trimble X-Drive deflection system enables automatic calibration to ensure accuracy on every scan with no downtime for calibration service
- ▶ Unique Trimble Registration Assist for automatic registration, refinement, and reports to leave the site with confidence
- ▶ Laser pointer for georeferencing and single point measurements
- ▶ Automated survey grade self-leveling

### Professional

- ▶ Reliable IP55 rating and industry leading 2-year standard warranty
- ▶ High sensitivity time-of-flight EDM to effectively capture dark and reflective surfaces
- ▶ Flexible operation with tablet or one-button workflow
- ▶ Data integration with Trimble and non Trimble software

**Learn more: [geospatial.trimble.com/trimble-x7-scanner](https://www.geospatial.trimble.com/trimble-x7-scanner)**



## SYSTEM OVERVIEW

Trimble X7

High-speed 3D laser scanner with combined servo drive/scanning mirror, integrated HDR imaging, automatic calibration, survey-grade self-leveling and laser pointer.

Trimble Perspective

Easy to use software for scanner control, 3D data visualization and processing. Capabilities include automated infield registration, annotations, measurements and georeferencing.

## SCANNING PERFORMANCE

## GENERAL

Scanning EDM Laser Class	Laser class 1, eye safe in accordance with IEC EN60825-1
Laser Wavelength	1550nm, invisible
Field of View	360° x 282°
Scan Duration	Fastest 2 min 34 sec with images, 1 min 34 sec without
Scan Speed	Up to 500 kHz

## RANGE MEASUREMENT

Range Principle	High speed, digital time-of-flight distance measurement
Range Noise <sup>1,2</sup>	< 2.5 mm @ 30 m
Range <sup>3</sup>	0.6 m – 80 m
High Sensitivity Mode	Dark (asphalt) and reflective (stainless steel) surfaces

## SCANNING ACCURACY

Validation	Guaranteed over lifetime with auto-calibration
Range Accuracy <sup>4,2</sup>	2 mm
Angular Accuracy <sup>4,5</sup>	21"
3D Point Accuracy <sup>4,5</sup>	2.4 mm @ 10 m, 3.5 mm @ 20 m, 6.0 mm @ 40 m

## SCANNING PARAMETERS

SCAN MODE	DURATION <sup>4</sup> (MIN:SEC)	SPACING (MM) @ 10 M	SPACING (MM) @ 35 M	SPACING (MM) @ 50 M	NUMBER OF POINTS (MPTS)	MAX FILE SIZE (MB)
Standard	1:35	11	40	57	12	160
	3:43	5	18	26	58	420
	6:39	4	12	18	125	760
High Sensitivity	3:33	9	33	47	17	190
	6:54	6	21	30	42	330
	15:40	4	13	19	109	710

## IMAGING PERFORMANCE

Sensors	3 coaxial, calibrated 10MP cameras
Resolution	3840 x 2746 pixels for each image
Raw Image Capture	Fast - 15 images - 158 MP - 1 minute - with HDR 3 minutes Quality - 30 images - 316 MP - 2 minutes - with HDR 6 minutes
Settings	Auto Exposure and HDR Auto White Balance correction and indoor/outdoor presets

## AUTOMATIC LEVEL COMPENSATION

Type	Automatic Self-leveling, Selectable on/off
Range	± 10° (Survey Grade), ± 45° (Coarse)
Upside Down	± 10° (Survey Grade)
Survey Grade Accuracy	< 3" = 0.3 mm @ 20 m



# Trimble X7 3D LASER SCANNING SYSTEM

## AUTOMATIC CALIBRATION

Integrated Calibration System	Full auto-calibration of range and angular systems when required with no user interaction or targets
Angular Calibration	Applies a correction to the collimation error, i.e., the deviation of the horizontal, vertical or sight axis
Range Calibration	Applies a distance correction in the albedo and the distance measurement
Smart Calibration	Monitors environmental temperature, ambient light, vibration, instrument temperature and vertical speed for optimum performance

## TRIMBLE REGISTRATION ASSIST

Inertial Navigation System	IMU tracks instrument position, orientation and movement
Auto-Registration	Automatic scan orientation and alignment with last or pre-selected scan
Manual Registration	Manual alignment or split screen cloud to cloud
Visual Checks	Dynamic 2D and 3D viewing for QA
Refinement	Automatic registration refinement
Registration Report	Report with project and station average error, overlap and consistency results

## GENERAL SPECIFICATIONS

### WEIGHT AND DIMENSIONS

Instrument (including battery)	5.8 kg (12.78 lbs)
Internal Battery	0.35 kg
Dimensions	178 mm (W) x 353 mm (H) x 170 mm (D)

### POWER SUPPLY

Battery Type	Rechargeable Li-Ion battery 11.1V, 6.5Ah (Standard for Trimble Optical Instruments)
Typical Duration	4 hours per battery

### ENVIRONMENTAL

Operating Temperature	-20 °C to 50 °C (-4 °F to 122 °F)
Storage Temperature	-40 °C to 70 °C (-40 °F to 158 °F)
Ingress Protection Rating	IP55 (dust protected and water jet)

### OTHERS

Laser Pointer	Class 2 laser with a wavelength of 620–650 nm
Remote Control	Trimble T10 tablet or comparable Windows® 10 tablet or laptop via WLAN or USB cable
Push Button	One-button scan operation
Communications / Data Transfer	WLAN 802.11 A/B/G/N/AC or USB Cable
Data Storage	Standard SD Card (32GB SDHC included)
Accessories	<ul style="list-style-type: none"> <li>• Backpack for easy transport and airline carry-on</li> <li>• Lightweight carbon fiber tripod with bell connector</li> <li>• Quick release adapter for X7 and carbon fiber tripod</li> </ul>
Warranty	2 year standard



# Trimble X7 3D LASER SCANNING SYSTEM

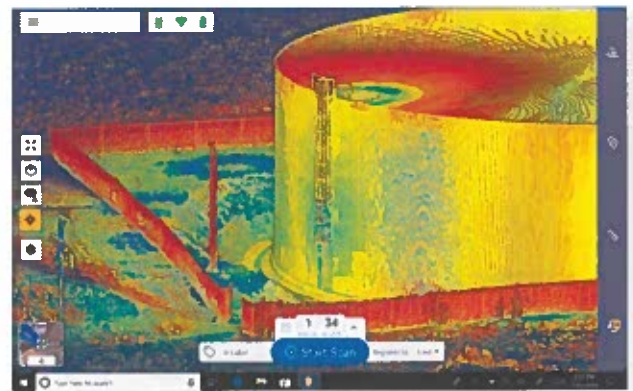
## TRIMBLE PERSPECTIVE SOFTWARE

### SYSTEM REQUIREMENTS

Operating System	Microsoft® Windows® 10
Processor	Intel® 6th Generation Core™ i7 2.5 GHz processor or better
RAM	8GB or better
VGA Card	Intel HD Graphics 520 or better
	256 GB Solid State Drive (SSD), (512GB or more for best performance)

### FEATURES

Scanner Operation	Remote control or cable
Trimble Registration Assist	Automatic and manual registration, refinement and reporting.
Data Interaction	2D, 3D and Station View
In-field Documentation	Scan labels, annotations, pictures and measurements
Auto Sync	Automatic data sync from one-button operation
Georeferencing	Laser pointer for georeferencing and precision point measurement
Reports	Registration, Field Calibration and Diagnostics reports
Data Redundancy	Data stored on SD Card and tablet
Data Integration	Export formats to support Trimble and non-Trimble software File formats: TDX, TZF, E57, PTX, RCP, LAS, POD



- 1 Specification given as 1 sigma.
- 2 On 80% albedo. Albedo given @ 1550 nm.
- 3 On matte surface with normal angle of incidence.
- 4 Durations for scan times include the average time for auto-calibration and self-leveling.
- 5 When instrument leveled within  $\pm 10^\circ$

Specifications subject to change without notice.

Contact your local Trimble Authorized Distribution Partner for more information

**NORTH AMERICA**  
Trimble Inc.  
10368 Westmoor Drive  
Westminster CO 80021  
USA

**EUROPE**  
Trimble Germany GmbH  
Am Prime Parc 11  
65479 Raunheim  
GERMANY

**ASIA-PACIFIC**  
Trimble Navigation  
Singapore PTE Limited  
3 HarbourFront Place  
#13-02 HarbourFront Tower Two  
Singapore 099254  
SINGAPORE





5480 West 60th Ave, Unit A  
 Arvada, CO 80003  
 720-214-3500  
[www.frontierprecision.com](http://www.frontierprecision.com)

**Quote 84677**  
 Date: Jan 30, 2024 11:10 AM  
 By: Jason Dysthe  
[jasond@frontierprecision.com](mailto:jasond@frontierprecision.com)

**BILL TO:**

DELTA POLICE DEPARTMENT  
 Robert Lane  
 215 W. 5th St.  
 Delta, CO 81416  
 UNITED STATES  
[robert@cityofdeltanet.net](mailto:robert@cityofdeltanet.net)  
[661-809-4214](tel:661-809-4214)

**SHIP TO:**

DELTA POLICE DEPARTMENT  
 Robert Lane  
 215 W. 5th St.  
 Delta, CO 81416  
 UNITED STATES  
[robert@cityofdeltanet.net](mailto:robert@cityofdeltanet.net)  
[661-809-4214](tel:661-809-4214)

Product Details	Qty	Price	Total
<b>FOR-01-0106</b>  Trimble Forensics X7 Scanning System includes: dual slot charger, 3 batteries, quick release adapter, carbon fiber tripod, hard carry case and backpack	1	\$ 37,480.00	\$ 37,480.00
<b>FOR-02-0226</b>  Trimble T10x and Trimble Forensics Capture w/ X7 Module includes: shoulder strap, spare battery & charger	1	\$ 9,150.00	\$ 9,150.00
<b>FOR-03-0313-NR</b>  Trimble Forensics Suite (Subscription) (Reveal + TRW Forensics)	1	\$ 475.00	\$ 475.00
<b>FOR-06-ONSITE</b>  Trimble-Certified Forensics Onsite Training (Per hour)	32	\$ 250.00	\$ 8,000.00

Sub Total:	<b>\$ 55,105.00</b>
Discount:	<b>\$ 0.00</b>
Tax:	<b>\$ 0.00</b>
Shipping:	<b>\$ 0.00</b>
<b>Grand Total:</b>	<b>\$ 55,105.00</b>

**Valid Until: Feb 29, 2024**

**Special Notes**

Shipping & handling included with the purchase. Applicable sales tax will be added to invoice

**Terms and Conditions**

All invoices are in U.S. Dollars. Prices are good for 30 days.

Payment terms are net 30 days upon approved credit. We also accept VISA, MasterCard and American Express. Returns may be accepted 30 days from invoice. A restocking fee of up to 25% may be charged for any return. Special orders are not returnable.

Shipping and handling charges are prepaid and added to invoice. Shipment will be made by UPS Ground unless otherwise specified, FOB Shipping Point.



**PCCO #002**

Stryker & Company  
 236 S 3rd St #319  
 Montrose, Colorado 81401  
 Phone: +19709644434

**Project:** 23050 - DCSC - Construction  
 359 Grand Ave  
 Delta, Colorado 81416

**Prime Contract Change Order #002: CE #013 - Ducting and Linesets**

<b>TO:</b>	<b>City of Delta</b> 360 Main Street Delta, Colorado 81416	<b>FROM:</b>	<b>Stryker and Company, Inc.</b> 236 S 3rd St., #319 Montrose, Colorado 81401
<b>DATE CREATED:</b>	12/06/2023	<b>CREATED BY:</b>	Leo Perez (Stryker and Company, Inc.)
<b>CONTRACT STATUS:</b>	Approved	<b>REVISION:</b>	0
<b>REQUEST RECEIVED FROM:</b>		<b>LOCATION:</b>	
<b>DESIGNATED REVIEWER:</b>		<b>REVIEWED BY:</b>	
<b>DUE DATE:</b>		<b>REVIEW DATE:</b>	02/12/2024
<b>INVOICED DATE:</b>		<b>PAID DATE:</b>	
<b>REFERENCE:</b>		<b>CHANGE REASON:</b>	Client Request
<b>PAID IN FULL:</b>	No	<b>EXECUTED:</b>	No
<b>ACCOUNTING METHOD:</b>	Amount Based	<b>SCHEDULE IMPACT:</b>	
<b>SIGNED CHANGE ORDER RECEIVED DATE:</b>		<b>REVISED SUBSTANTIAL COMPLETION DATE:</b>	
<b>FIELD CHANGE:</b>	No	<b>CONTRACT FOR:</b>	1:DCSC Construction
		<b>TOTAL AMOUNT:</b>	\$396,199.00

**DESCRIPTION:**  
 CE #013 - Ducting and Linesets  
 Labor and material to do ducting and linsets.

**ATTACHMENTS:**

**CHANGE ORDER LINE ITEMS:**

#	Budget Code	Description	Amount
1	23-230000.S HVAC.Subcontract Commitment	Ducting and Linesets	\$396,199.00
<b>Subtotal:</b>			<b>\$396,199.00</b>
GC (0.00% Applies to all line item types.):			\$0.00
Bond (0.00% Applies to all line item types.):			\$0.00
Overhead (0.00% Applies to all line item types.):			\$0.00
Profit (0.00% Applies to all line item types.):			\$0.00
<b>Grand Total:</b>			<b>\$396,199.00</b>

The original (Contract Sum)	\$5,390,816.00
Net change by previously authorized Change Orders	\$66,653.41
The contract sum prior to this Change Order was	\$5,457,469.41
The contract sum will be increased by this Change Order in the amount of	\$396,199.00
The new contract sum including this Change Order will be	\$5,853,668.41
The contract time will not be changed by this Change Order.	

**Timothy Stroh (Springboard Studio LLC)**  
64669 Ranger Road  
Montrose, Colorado 81403

**City of Delta**  
360 Main Street  
Delta, Colorado 81416

**Stryker and Company, Inc.**  
236 S 3rd St., #319  
Montrose, Colorado 81401

\_\_\_\_\_  
SIGNATURE DATE

\_\_\_\_\_  
SIGNATURE DATE

\_\_\_\_\_  
SIGNATURE DATE



### Background:

Residences at Delta Phase II is a proposed new 100% affordable housing development partnering with Delta Housing Authority and Colorado Housing and Finance Authority (CHFA). The development will be limited to applicants that meet established income criteria. The proposed development will be a 45 to 50 unit complex similar to Phase I.

An application to the City's Economic Incentive Policy was submitted by TWG Development. Upon review, it was determined the application was eligible for consideration as it meets the incentive policy established by Resolution #17, 2023 which states "rental projects providing affordable or attainable housing and in need of local match to increase competitiveness for state or federal grants or other financial programs (i.e low income tax credits)" However, the application includes requests for waivers of costs that are not included in the incentive policy (Attachment 1).

According to the policy, projects that meet the criteria for eligibility may be considered for any combination of the following incentives:

- Rebate the building permit fee (excludes costs of plan review).
- Rebate up to 50% of the applicable sales and/ or use tax received by the City for project materials. (Not applicable as entity is considered tax exempt)
- Donation of materials or City labor by the City to expand the required improvements that benefit or have the potential to benefit the public infrastructure network surrounding the project site.

### Fee Waiver Request

The Economic Incentive Policy review committee met on February 6, 2024 and approved the contribution of a fire hydrant (\$4,000) and waiver of required building permit fees (\$34,000). The committee determined the remainder of requested waivers of costs were not eligible for consideration under the Policy (Attachment 1).

For Residences at Delta Phase I, the City Council approved approximately \$303,904 in fee waivers. The fee waivers consisted of:

- building permit fee - \$33,328
- 2" sewer tap/water tap/system improvement fee - \$262,850
- fire clearance fee - \$2,174
- electrical permit fee - \$526
- mechanical permit fee - \$5,025

## ATTACHMENT 1

Residences at Delta Phase II - Estimated Permits/Tap Fees

### **Taps**

2" Water service-  $\$21,400 + \$3,850 + (\$1,500*50) = \underline{\$100,250}$  (Not included in the Incentive Policy)

Sewer service -  $\$38,650 + (\$2,600*50) = \underline{\$168,650}$  (Not included in the Incentive Policy)

Fire Hydrant -  $\$4,000$  (Included in the Incentive Policy - *APPROVED*)

### **Permits**

Building Permits -  $\underline{\$34,000}$  (Included in the Incentive Policy - *APPROVED*)

Plan Review -  $\underline{\$22,000}$  (Not included in the Incentive Policy)

Mechanical/Electrical Permits -  $\underline{\$10,000}$  (Not included in the Incentive Policy)

Excavation Permit -  $\underline{\$4,000}$  (Not included in the Incentive Policy)

Fire code fees -  $\underline{\$3,100}$  (Not included in the Incentive Policy)

Sign permit -  $\underline{\$25}$  (Not Included in the Incentive Policy)

### **Miscellaneous**

Lot Split -  $\underline{\$250}$  (Not included in Incentive Policy)

Parks -  $\underline{\$1,203}$  (Not Included in Incentive Policy)

**TOTAL REQUEST: \$359,478**

**REVIEW COMMITTEE APPROVED: \$38,000**

**PENDING REQUEST: \$321,478**



**To:** City Council  
**From:** Shaun Barnard, Parks Manager, and Meganne Robinson, Assistant to the City Manager  
**CC:** Elyse Ackerman-Casselberry, City Manager  
**Date:** 1/31/2024  
**Re:** Veterans Park Design Proposals

---

**Summary:** On December 8, 2023, City Staff issued an RFP for Veterans Park Design Services. Following the City procurement code, Staff followed the RFP process and opened the two received bids on 1/12/2024 at 2 pm in the City Hall Conference room. The received proposals are included in your packet and summarized below:

SCJ Alliance for \$54,548.24 (cost breakdown on page 9 of their proposal)

- Price includes community engagement, pre-design & site investigation, preliminary design, and final design.
- Final deliverable is design and cost estimate to 90%

Zehren and Associates for \$52,427.00 (cost breakdown on page 18 of their proposal)

- Price includes kick-off, survey, program, site analysis, concept design, and schematic design.
- Proposal requires additional phases to get to final design which will enable us to go to construction. These additional phases are additional costs.

**Staff Recommendation:** Though certain both consultants would create an excellent design for this new park, staff recommends awarding the project to SCJ Alliance. This recommendation is based on price point. The proposal from SCJ Alliance will get the project closer to construction for a significantly lower price.

**Funding:** Veterans Park Design is included in the City Capital Plan for 2024. This project will come out of the Conservation Trust Fund 15-29-43200.







City of Delta Recreation Center



Prepared By:

DARE-CASE Contracting Services  
711 S 15<sup>th</sup> Street Grand Junction, CO 81501  
970-628-1088 [www.darecase.com](http://www.darecase.com)

**Delta Recreation Center Aquatic:  
Bill Heddles Youth Pool Resurfacing Project  
531 N Palmer St, Delta, CO 81416  
2/13/24**



**Total Project Estimate:  
Project Cost**

**Total Price  
\$112,035.00**

### **Inclusions and Clarifications:**

This proposal is based on the RFP provided by the City of Delta. This includes the following:

- Insurance (Works Compensation, General Liability, Automobile)
- Temp Construction Fencing
- Floor protection
- Tile demo at the youth pool.
- Haul off all removed plaster and tile debris.
- New plaster throughout the youth pool area
- New tile at the youth pool
- Reinstall existing grates once plaster is completed.
- General Inclusions:
  - Clean up of own material.
  - Loading and unloading of own material
  - All materials required for our scope of work.
- All material pricing will be held until March 16 of 2024 at that point the material may have a price escalation.

### **Exclusions:**

- Builders Risk Insurance
- Bonding
- Utilities Tap Fees/Usage Fees
- Off hour work
- All finishes per the Project Documents
- Repair of other trade damage
- Winter protection

### **Schedule:**

This resurfacing will take approximately 4 to 6 weeks once the material has been approved and delivered. Once work on site begins, which would be scheduled for August, a temporary barrier would be set up around the youth pool. The tile and existing plaster will then be removed. Once the new tile is installed then the plaster will follow. All work is expected to be done during normal working hours.

We look forward to working with you on this project. Please let us know if there are any questions that you may have.

## PROPOSAL FORM

### Resurface of Youth Pool at Bill Heddles Recreation Center

**Proposal Submission Cut-Off-** February 13, 2024 at 4:00 pm, all proposals shall be submitted and stamped at the City of Delta City Hall, 360 Main Street, Delta, CO 81416 or submitted electronically as described in this RFP.

**Public Proposal Opening-** February 13, 2024 at 4:15 pm. at the City of Delta City Hall, 360 Main Street, Delta, CO 81416.

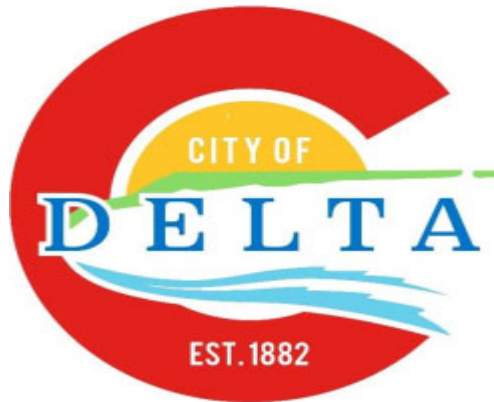
Name of Vendor: Dare-Case Contracting Services LLC

Total Bid Amount: \$ 112,035.00

Total Written Bid Amount: One Hundred Twelve Thousand and Thirty Five Dollers

Estimated Start Date: 8/12/24

SUBMITTED on: February 13th, 2024



**CITY OF DELTA, COLORADO  
REQUEST FOR PROPOSALS**

**Reconstruction of Youth Pool at Bill Heddles Rec Center**

**Addendum #1 January 25, 2024**

CHANGES TO THE REQUEST FOR QUOTE DATE AND TIME

1. No Changes

QUESTIONS RECEIVED AND ANSWERS

1. No Questions Received

CHANGES TO PROVIDED MATERIALS

1. Construction Contract

THIS ADDENDUM #1 TO THE ABOVE PROJECT.

INFORMATION CONTAINED IN ADDENDUM#1 SHALL SUPERSEDE ANY  
INFORMATION PRESENTED IN THE IFB AND **SHOULD BE ACKNOWLEDGED IN  
THE PROPOSAL SUBMITTED BY RESPONDENTS.**

END OF ADDENDUM #1

Received:

**BID DOCUMENTS**  
**FOR THE**  
**RESURFACE OF YOUTH POOL AT BILL**  
**HEDDLES RECREATION CENTER**  
  
**DELTA, CO**

**BID DATE: 13 FEBUARY 2024**



**PROPOSAL FORM**

**Resurface of Youth Pool at Bill Heddles Recreation Center**

**Proposal Submission Cut-Off-** February 13, 2024 at 4:00 pm, all proposals shall be submitted and stamped at the City of Delta City Hall, 360 Main Street, Delta, CO 81416 or submitted electronically as described in this RFP.

**Public Proposal Opening-** February 13, 2024 at 4:15 pm. at the City of Delta City Hall, 360 Main Street, Delta, CO 81416.

Name of Vendor: Mid-America Pool Renovation, Inc.

Total Bid Amount: \$ 75,000.00

Total Written Bid Amount: Seventy Five Thousand Dollars

Estimated Start Date: 08/12/2024

SUBMITTED on: 02/8, 2024

A handwritten signature in black ink, appearing to be 'R. G. C.', written over a horizontal line.

2/8/24



**CITY OF DELTA, COLORADO  
REQUEST FOR PROPOSALS**

**RESURFACE OF YOUTH POOL AT BILL HEDDLES REC CENTER**

**Addendum #2 - February 6, 2024**

CHANGES TO THE REQUEST FOR QUOTE DATE AND TIME

1. No Changes

QUESTIONS RECEIVED AND ANSWERS

1. Regarding the pictured Tot Whale Slide, is the unit fiberglass or constructed of a hard compressed foam?

Answer: The Whale Slide is formed of concrete and is a semi-permanent feature.

2. Would you consider a separate line item for a new kiddie slide to replace the whale entirely?

Answer: We do not have plans to remove or replace the whale slide with the project.

3. Has the pool been resurfaced before or is this the original plaster? Are you looking for a specific color/ plaster finish?

Answer: The pool has been resurfaced at least once before so this would be the third time it has been surfaced. There is no specific color as of right now but will go with something very similar to what it has. Diamond bright or equivalent product.

4. Will the City request a bid bond for the project? If so, is it 5 or 10 percent?  
Answer: The City of Delta is not requesting a bid bond.
5. Will the City of Delta request a Performance and Maintenance Bond for the project?  
Answer: The City of Delta is not requesting a Performance and Maintenance Bond
6. Will the City of Delta request a warranty and what length?  
Answer: A standard warranty of 5 years would be preferred. There is additional warranty, defective work and corrective work stipulations in the construction contract included in the RFP documents.
7. Does the project contain liquidated damages? If so, what is the monetary amount per day?  
Answer: The project contract will not contain liquidated damages
8. Is the project prevailing wage?  
Answer: The project is not prevailing wage.


#### CHANGES TO PROVIDED MATERIALS

1. No Changes

THIS ADDENDUM #2 TO THE ABOVE PROJECT,

INFORMATION CONTAINED IN ADDENDUM #2 SHALL SUPERSEDE ANY  
INFORMATION PRESENTED IN THE RFP AND **SHOULD BE ACKNOWLEDGED IN  
THE PROPOSAL SUBMITTED BY RESPONDENTS.**

END OF ADDENDUM #2

2/14/24  






**CITY OF DELTA, COLORADO  
REQUEST FOR PROPOSALS**

**Reconstruction of Youth Pool at Bill Heddles Rec Center**

**Addendum #1 January 25, 2024**

CHANGES TO THE REQUEST FOR QUOTE DATE AND TIME

1. No Changes

QUESTIONS RECEIVED AND ANSWERS

1. No Questions Received

CHANGES TO PROVIDED MATERIALS

1. Construction Contract

THIS ADDENDUM #1 TO THE ABOVE PROJECT.

INFORMATION CONTAINED IN ADDENDUM#1 SHALL SUPERSEDE ANY  
INFORMATION PRESENTED IN THE IFB AND **SHOULD BE ACKNOWLEDGED IN  
THE PROPOSAL SUBMITTED BY RESPONDENTS.**

END OF ADDENDUM #1

1/25/24

**Mid-America Pool Renovation, Inc.**  
**SUMMARY REFERENCE LIST**

**Wheat Ridge Recreation Center, Wheat Ridge, CO (Indoor Lap Pool)**

Contact: Barb Kloberdanz (303 231 1321) [bkloberdanz@ci.wheatridge.co.us](mailto:bkloberdanz@ci.wheatridge.co.us)  
7,701 t2, Existing Surface Removal, replacement of tile and surface.

2023

\$300,000.00

**John H. Foster Natatorium-Springfield School District, Springfield, MO**

Contact: Karsten Kargel (417 523 0478) [kekargel@spsmail.org](mailto:kekargel@spsmail.org)  
7,701 t2, Existing Surface Removal, replacement of tile and surface.

2023

\$350,000.00

**Olathe School District – Olathe, KS (Indian and Oregon Trail Middle Schools)**

Contact: Jennifer Walker (913 780 8076) [jewalker@olatheschools.org](mailto:jewalker@olatheschools.org)  
11,764 combined t2, Existing Surface Removal, Racing Lanes & Diamond Brite re-surfacing,

2023

\$345,000.00

**Grand Junction Recreation Center, Grand Junction, CO (Outdoor Lap Pool and Kiddy Pool)**

Contact: Larry Manchester (970 254 3844) [larrym@gjcity.org](mailto:larrym@gjcity.org)  
20,638 t2, Existing Surface Removal, Racing Lanes & Sunstone Buff re-surfacing,

2023

\$408,000.00

**City of Windsor, Windsor, MO (Outdoor Pool)**

Contact: Lisa Lawless (660 647 3512) [windsor@iland.net](mailto:windsor@iland.net)  
5,275 t2, Existing Surface Removal, Inter-Glass Installation

2023

\$379,555.00

**Durango Recreation Center, Durango, CO (Indoor Lap Pool)**

Contact: Owen Tallmadge (970 764 7123) [owen.tallmadge@durangogov.org](mailto:owen.tallmadge@durangogov.org)  
8,753 t2, Existing Surface Removal, Racing Lanes & Diamond Brite® re-surfacing,

2022

\$254,000.00

**High Blue Wellness Center, Belton, MO (Indoor Leisure Pool)**

Contact: Kevin Feeback (816-348-7400) [kfeedback@beltonparks.org](mailto:kfeedback@beltonparks.org)  
6,397 t2, Existing Surface Removal, Racing Lanes & Diamond Brite® re-surfacing,

2022

\$155,910.00

**Olathe School District – Olathe, KS (California and Chisholm Trail Middle Schools)**

Contact: Jennifer Walker (913 780 8076) [jewalker@olatheschools.org](mailto:jewalker@olatheschools.org)  
11,764 combined t2, Existing Surface Removal, Racing Lanes & Sun-Stone® re-surfacing,

2022

\$388,000.00

---

**Glenwood Springs Community Center, Glenwood Springs, CO (Leisure Pool and Spa)**

Contact: John Volk (970 384 6303) [johann.volk@cogs.us](mailto:johann.volk@cogs.us)

6,685 t2, Existing Surface Removal, Racing Lanes, Diamond Brite® re-surfacing, and Replacement of Gutter Supports, Handholds and Grating.

2022

\$215,000.00

**Longmont Recreation Center, Longmont, CO (Lap, Leisure, and Spa)**

Contact: Pam Roeding (303 651 8345) [pam.roeding@longmontcolorado.gov](mailto:pam.roeding@longmontcolorado.gov)

7,721 t2, Existing Surface Removal, Racing Lanes & INTER-GLASS® Install

2022

\$516,500.00

**University of Colorado – Colorado Springs, CO**

Contact: Marcus Graves (719 255 3463) [mgraves4@uccs.edu](mailto:mgraves4@uccs.edu)

6,300 t2, Surface Removal, Tiled Racing Lanes & Diamond Brite® re-surfacing,

2022

\$99,000.00

**Artesian Park Outdoor Pool, Clinton, MO (Lap Pool)**

Contact: Brad Combs (660 525 4445) [brad@clintonmopr.com](mailto:brad@clintonmopr.com)

13,724 t2, Surface Removal, Tiled Racing Lanes & INTER-GLASS® Install

2022

\$530,945.00

**Sutherland Public School, Sutherland, NE (Outdoor Lap Pool)**

Contact: Melissa Wilson (308 386 4721) [clerkvos@gpcom.net](mailto:clerkvos@gpcom.net)

5,700 t2, Existing Surface Removal, Racing Lanes & INTER-GLASS® Install

2022

\$147,972.00

**BSSHSAC Aquatic Center Pool, Blue Springs MO (Indoor Lap Pool)**

Contact: Seth Shippy (816 874 3380) [sshipy@bssd.net](mailto:sshipy@bssd.net)

6,795 t2, Existing Surface Removal, Diamond Brite® re-surfacing

2022

\$221,000.00

**Discovery Bay, Greeley, CO (Outdoor Pool)**

Contact: Terry Griebe (970 539 6232) [terry.griebe@greeley.gov.com](mailto:terry.griebe@greeley.gov.com)

9,932 t2, Existing Surface Removal, Diamond Brite® re-surfacing

2022

\$225,000.00

**University of Kansas Medical Center, Kansas City, KS (Therapy Pool)**

Contact: Hayley Unke-Moore (913 588 1117) [hunkemoore@kumc.edu](mailto:hunkemoore@kumc.edu)

2,675 t2, Existing Surface Removal, Diamond Brite® re-surfacing

2022

\$50,300.00

**Meeker Rec Center, Meeker, CO (Indoor Lap Pool)**

Contact: Rodney Gerloff (970 878 7420) [rodney@ERBMrec.com](mailto:rodney@ERBMrec.com)  
3,804 t2, Existing Surface Removal, Diamond Brite® re-surfacing  
2021  
\$112,865.00

**Mingus Park Pool, Coos Bay, OR (Outdoor Lap Pool)**

Contact: Kellie Burnette (541 269 1181) [kburnette@coosbay.org](mailto:kburnette@coosbay.org)  
5,125 t2, Existing Surface and Tile Removal, Diamond Brite® re-surfacing  
2021  
\$199,750.00

**Roosevelt Park Pool, Rapid City, SD (Outdoor Lap Pool)**

Contact: Melissa Petersen (605 394 4175) [melisa.petersen@rcgov.com](mailto:melisa.petersen@rcgov.com)  
5,457 t2, Existing Surface and Tile Removal, Diamond Brite® re-surfacing  
2021  
\$163,500.00

**Athletic Club, German Town, TN (Outdoor Lap Pool and Splash Pool)**

Contact: Cathyrn Perdue (901 757 7260) [cperdue@germantown-tn.gov](mailto:cperdue@germantown-tn.gov)  
9,015 t2, Existing Surface and Tile Removal, Hydrazzo re-surfacing. Removal  
and replacement of splash pool slide.  
2021  
\$102,835.00

**Patterson Community Center, Murfreesboro, TN (Indoor Lap Pool)**

Contact: Shaun Knight (629 201 6312) [purchasing@murfreesborotn.gov](mailto:purchasing@murfreesborotn.gov)  
4,820 t2, Existing Surface and Tile Removal, Diamond Brite® re-surfacing,  
Racing Lane Tile installation.  
2020  
\$71,100.00

**Inskip Pool, Knoxville, TN (Outdoor Lap Pool)**

Contact: David Griffin (865 215 4681) [dgriffin@ktnpna.org](mailto:dgriffin@ktnpna.org)  
4,820 t2, Existing Surface and Tile Removal, Diamond Brite® re-surfacing,  
Racing Lane Tile installation.  
2020  
\$169,115.00

**SCERA Lap Pool, Orem, UT (Outdoor Pool)**

Contact: Taggart Bowen (801 229 7316) [trbowen@orem.org](mailto:trbowen@orem.org)  
10,630t2, Removal and replacement of tile and plaster.  
2020  
\$189,400.00

**Central High School-Springfield School District, Springfield, MO**

Contact: Karsten Kargel (417 523 0478) [kekargel@spsmail.org](mailto:kekargel@spsmail.org)  
5,055 t2, Existing Surface Removal, replacement of tile and surface. Installation of  
starter blocks, new plumbing  
2020  
\$191,958.00

**Township of Upper St. Clair, PA (Indoor Leisure and Lap Pools)**

Contact: Mark Edelmann, (724 933 0229) [mme@epmarchitecture.com](mailto:mme@epmarchitecture.com)  
3,328t2, Prepare/ Remove Existing Surface as needed, Install new Lanes  
2019  
\$111,700.00

**City of Buffalo, MO (Outdoor Pool)**

Contact: Brandon Kenall (417 328 8167) [brandon.kenall@merry.net](mailto:brandon.kenall@merry.net)  
4,770t2, Concrete coping removal and install, Kiddie pool tiling, install left  
curve slide, concrete pool decking, white IG on kiddie and main  
2019  
\$283,835.00

**Family Funplex Center, Greeley, CO (Indoor Pool)**

Contact: Justin Wells (970 815 1409) [justin.wells@greeley.gov.com](mailto:justin.wells@greeley.gov.com)  
9,440t2, Diamond Brite install over 3 pools  
2019  
\$104,130.00

**City of Crossett, AR (Outdoor Pool)**

Contact: Justin Reed (870 305 5885) [jharch@shcglobal.net](mailto:jharch@shcglobal.net)  
8,015t2, White plaster installation, new plumbing, new concrete deck. Zero  
entry installation.  
2019  
\$425,000.00

**Arundel Olympic Swim Center, Annapolis, MD (Indoor Pool)**

Contact: Joesph Holobek (443 871 5732) [pwhols10@aaacounty.org](mailto:pwhols10@aaacounty.org)  
6,390t2, Remove and replace tile and plaster surface  
2019  
\$555,930.00

**Memory Square Pool, Louisville, CO (Outdoor Pool)**

Contact: Paul Borth (720 272 9024) [paulb@louisvilleco.gov](mailto:paulb@louisvilleco.gov)  
6,390t2, Liner removal, remove and replace tile. New plaster installation.  
2019  
\$105,000.00

**University of Tennessee, Knoxville, TN (Competition Lap Pool)**

Contact: Marshall Goldman, (865 974 8451) [mgoldma4@utk.edu](mailto:mgoldma4@utk.edu)  
15,000t2, Prepare/ Remove Existing Surface as needed, Install new Lanes  
2018  
\$227,170.00

**City of Kansas City, MO, Swope Park, Kansas City, MO (Outdoor Lap & Diving Pools)**

Contact: Scott Overbay, (816 513 7628) [scott.averbay@kemo.org](mailto:scott.averbay@kemo.org) 26,680t2,  
PVC Liner Removal, Racing Lanes & White Pool Plaster Install  
2018  
\$296,635.00

**University of Missouri - Columbia, MO (Lap Pool)**

Contact: Heiddi Davis, (573 882 3091) [ef@missouri.edu](mailto:ef@missouri.edu)

17,000t<sup>2</sup>, Existing Surface Removal (Limited), Total Re-tile of the Pool

2018

\$1,159,990.00

**Carpenter Recreation Center, Thornton, CO (Outdoor Pool) Contact:**

Suzann Cox, (303 255 7834) [Suzann.Cox@cityofthornton.net](mailto:Suzann.Cox@cityofthornton.net) 8,550t<sup>2</sup>,

Prepare Existing Surface, Diamond Brite® re-surfacing

2018

\$167,686.00

**City of Spanish Fork, Utah (Outdoor Pool)**

Contact: Bronco Hunter, (801 804 4604) [bhunter@spanishfork.org](mailto:bhunter@spanishfork.org)

14,500t<sup>2</sup>, Prepare Existing Surface, Structural Repair, Gutter Grates, Pool Plaster Installation

2018

\$228,750.00

**City of Kansas City, MO, Gorman Park Pool, Kansas City, MO (Outdoor Lap Pool)**

Contact: Bob Lawler (816 513 7599) [bob.Lawler@kcmo.org](mailto:bob.Lawler@kcmo.org)

13,250t<sup>2</sup>, Existing Surface Removal, Racing Lanes & INTER-GLASS® Install

2018

\$371,550.00

**Bolingbrook Park District Indoor Leisure Pool, Bolingbrook, IL**

Contact: Jim Patula, (630 783 6563) [jpatula@bolingbrookparks.org](mailto:jpatula@bolingbrookparks.org)

3325t<sup>2</sup>, Existing Surface Removal, Diamond Brite® re-surfacing

2017

\$61,500



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/27/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> HUB International Mid-America 9200 Ward Pkwy Suite 500 Kansas City MO 64114	<b>CONTACT NAME:</b> Certificate Department
	<b>PHONE (A/C, No, Ext):</b> 816-708-4600 <b>FAX (A/C, No):</b> 816-203-4425
<b>E-MAIL ADDRESS:</b> HUB-KC.Certificates@HUBInternational.com	
<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURER A:</b> American Casualty Co of Reading PA	<b>NAIC #</b> 20427
<b>INSURER B:</b> Columbia Casualty Company	31127
<b>INSURER C:</b> The Continental Insurance Company	35289
<b>INSURER D:</b> Continental Casualty Company	20443
<b>INSURER E:</b>	
<b>INSURER F:</b>	

**INSURED** MIDAM03  
 Mid-America Pool Renovation, Inc.  
 5929 East 154th Terrace  
 Grandview MO 64030

**COVERAGES**                                      **CERTIFICATE NUMBER:** 2051214942                                      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			4020096140	10/1/2023	10/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 S
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			BUA4020096137	10/1/2023	10/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) S BODILY INJURY (Per accident) S PROPERTY DAMAGE (Per accident) S S
C	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUE4020096123	10/1/2023	10/1/2024	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 S
D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N	WC650490916	10/1/2023	10/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Limited Pollution Liability			4020096140	10/1/2023	10/1/2024	Per Claim/Agg \$1M/\$2M
B	Professional Liability		N	C6081406707	10/1/2023	10/1/2024	Per Claim/Agg-Ded \$1M/\$1M-5,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 \*For Informational Purposes Only

<b>CERTIFICATE HOLDER</b>  Sample Certificate Mid-America Pool Renovation, Inc. 5929 East 154th Terrace Grandview MO 64030	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
---	--

# Plaster, Diamond Brite & Pebblecrete

by Mid-America Pool Renovation, Inc.

## Overview

Re-plastering is the most economical pool resurfacing option we offer. We offer white and colored pool plaster (also called marcite), Pebblecrete, and other cement and aggregate products such as Diamond Brite®. These linings come with a limited 5-year warranty and are very long-lasting and suitable for specific pool environments.

Plaster  
aqueduct  
interior



Roman aqueduct to carry water

Cement based plaster has a long history in water containment systems. The hydraulic cement qualities of being able to harden and cure underwater were first developed by the Romans and used as linings for aqueducts and pools.



Roman  
plastered  
spa with  
mosaic tile  
floor



Pool re-plastered by Mid-America Pool Renovation, Inc.

At Mid-America Pool Renovation, Inc., we do not sub-contract out our re-plastering. We have our own crew trained in the best methods in California, New England and Australia.

During hand trowelling by our skilled tradesmen, the cement component of the swimming pool plaster matrix is worked to the surface and smoothed while it hardens. It is this smooth, hand-trowelled 'finish' surface that provides both a degree of moisture permeation as well as a degree of water-tightness.

Pool plaster is generally composed of 1-part white cement and 1½ - 2 parts crushed limestone or dolomite. It is applied in two coats to an ideal, minimum final thickness of 3/8-inch, but thickness will vary depending on the condition of the existing concrete surface that is plastered. Properly installed and finished, a plastered pool can be compared to a product shaped from a jello mold, smooth, yet following the contour of the shell. Highly trained, artistic plasterers shaping the surface of a swimming pool with trowels are often compared to and seen as if they are putting icing on a cake.

Cement based surfaces like swimming pool plaster are not susceptible to ultra-violet rays, nor do they become chalky from oxidation like all swimming pool paints.

Plaster and aggregate finishes can be colored, repaired and redone. Pool water chemical balance is very important in cement-based swimming pool surfaces. According to the Association of Pool and Spa Professionals - (APSP) the natural qualities of cement and aggregate will raise pH, affect total alkalinity and have a greater chlorine demand than inert surfaces.



## Key to Success: Re-Plaster Preparation

Surface preparation is the most important phase in the re-plaster process. A thorough surface prep assures good adhesion and years of life. Shortcuts lead to problems.

Mid-America Pool Renovation, Inc. uses 40,000 PSI Hydro-Blasting on all re-plastering preps to provide the best mechanical bond to the remaining sound surface. "Scratch coats," "bondcoats" or sandblasting alone cannot provide the same levels of adhesion.

Our ultra-high pressure 40,000 PSI Hydro-Demolition system provides 100% coverage and powers through all layers, removing previous coatings, such as paint, as well as loose, deteriorated, or soft sub-surface material.

**Pool Surface After Hydro-Blasting**



Saw-cutting and carefully chipping away the old plaster from below your waterline tile allows the plasterers to lay-up the new plaster smooth and flush with the old tile. Eliminating this step leaves an ugly algae-trapping plaster bulge/ledge under the tile.



**Saw-cut  
and chip  
below tile**

**New plaster flush with tile.  
No ugly bulge.**



Some projects require complete removal of the previous plaster prior to re-surfacing. While this type of removal process greatly raises the cost of re-surfacing, according to the **Society for Protective Coatings (SSPC)**, the **National Association of Corrosion Engineers' Surface Preparation specification 4.3.3**, and **Pool & Spa Service Industry News**, jackhammering all the old plaster off the shell "can cause excessive trauma to the integrity of the pool shell and cause structural damage." According to the **American Concrete Institute (ACI)** "Hydro-blasting does not induce microcracking, a condition that can be detrimental to the longevity of a repair."

## Other Cement Based Options

Plaster can be colored with blue, green or charcoal oxides. In addition, other cement based linings have entered the market using quartz or rock aggregate base. Quartz and silica aggregates have less permeability than limestone or dolomite pool mix. Diamond Brite<sup>®</sup> and Pebblecrete are probably the most popular recognized choices.



**Diamond Brite<sup>®</sup>- Aqua Color**



**Sunstone exposed aggregate**

### Replaster & Cement Based 5-Year Limited Warranty

There is a 5-year warranty from the date of installation on the new cement based lining against any flaking, peeling, popping-off or excessive color change providing the pool is maintained chemically balanced and full of water (with proper winterization included as per National Spa & Pool Institute's *BASIC POOL & SPA GUIDELINES*, 3rd Edition, instructions for Plaster Finish pools). This warranty only applies to the labor and materials on the new cement based surface and does not cover any damage including, but not limited to: Defects in the structure including structural or hairline cracking; vandalism, intentional or accidental abuse, or neglect; improper acid washes; stains or discoloration due to, but not limited to, the improper use of chemicals, improperly maintained water chemistry, or any introduction of metals or metal ions into the water; improper winterization; underground or hydrostatic water pressure; any acts of God; from any intruder after the plaster crew has left the job site, or from any other action outside the course of normal everyday use and care of the surface lining, or from any other action over which Mid-America Pool Renovation, Inc. has no control. Consequential damages such as, but not limited to, loss of revenue, cost of water, etc., are not covered under the warranty.

# Factory Trained



Presents:

## MID-AMERICA RENOVATION, INC.

Factory Trained on Diamond Brite, Diamond Brilliance, River Rok, Durazzo, and Ultra Pearl Brite Swimming Pool & Spa Finishes; Bond Kote, and Spray Deck Systems; and is authorized to offer appropriate SGM Inc. limited warranties where and when applicable.



January 2023 - January 2025



1502 S.W. 2nd Place, Pompano Beach, FL 33069

Phone: 800.641.9247

Fax: 954.943.2288

**Cement-Based Surface Warranty**  
Pool Plaster, Diamond Brite®, Pebblecrete, etc.

**Mid-America Pool Renovation, Inc.**  
**LIMITED WARRANTY**

SAMPLE

For a period of 5 years from the date of installation to \_\_\_\_\_, who is the original purchaser of this cement-based surface. This cement-based surface is warranted against any flaking, peeling, popping-off or excessive color change providing the pool is maintained chemically balanced, and full of water (with proper winterization included as per The Association of Pool and Spa Professionals BASIC POOL & SPA GUIDELINES, 4th Edition, instructions for Plaster Finish pools).

**LIMITATIONS AND EXCLUSIONS**

This warranty only applies to the labor and materials on the newly placed surface material and does not cover any DAMAGE including, but not limited to or from: Failure to completely fill the pool with water within 5-days of receiving notice to fill; Defects in the structure including structural or hairline cracking; Vandalism, intentional or accidental abuse, or neglect; Improper acid washes; Stains or discoloration due to, but not limited to, the improper use of chemicals, improperly maintained water chemistry, or any introduction of metals or metal ions into the water; Improper winterization; Hydro-static water pressure; Any acts of God; or from any intruder after the plaster crew has left the job site, or from any other action outside the course of normal everyday use and care of the surface lining, or from any other action over which Mid-America Pool Renovation, Inc. has no control. Repairs, alterations, or modifications made by persons or entities other than Mid-America Pool Renovation, Inc., are not covered under this warranty. Consequential damages such as, but not limited to, loss of revenue, cost of water, etc., are not covered under warranty.

**WARRANTY TRANSFER PROCEDURES**

This warranty is hereby issued to the current owner (s) of this property at the time the work is being done, and is transferable only upon a written request. The Qualifications for a Warranty Transfer to a new owner to effect are: 1) An on-site inspection prior to sale completion, 2) A written report after inspection, 3) Handing over the PLASTER INFORMATION SCHEDULE. Guidelines for proper Pool Surface Care, a copy of this Limited Warranty, and any other pertinent reports on the pool to the new owner, and 4) Obtaining signature receipt of such materials from the new owner. The Fee for a Warranty Transfer is \$500.00.

**NOTIFICATION – KEEP THIS WARRANTY**

In the event of any claim under this warranty, Contractor shall be notified in writing within ten (10) days of the leak or crack occurring. A copy of the original sales contract and a copy of this warranty must accompany the claim. If not notified as stated and/or the pool is drained, emptied, or work is attempted on the pool area in question prior to an inspection by the Contractor, this warranty shall automatically become null and void with no further responsibility by the Contractor.

Notification shall be sent to:  
Mid-America Pool Renovation, Inc.  
5929 East 154<sup>th</sup> Terrace  
Grandview, MO 64030

Installation Date:  
Warranty Number:

Issued To:  
Address:

# Mid-America Pool Renovation, Inc.

## Cement-Based Plaster, Diamond Brite® & Aggregate Surfaces

### CEMENT-BASED SURFACES TECHNICAL SPECIFICATIONS

Compiled and Adapted from the National Plasterers Council TECHNICAL MANUAL, EIGHTH EDITION, The Association of Pool & Spa Professionals (APSP), Service Tech Manual, 5th Edition, the National Association of Corrosion Engineers (NACE) COATINGS AND LININGS FOR IMMERSION SERVICE, The Society for Protective Coatings (SSPC) The Fundamentals of Cleaning and Coating CONCRETE, the United States Department of the Interior, Bureau of Reclamation, Guide to Concrete Repair, publications from the INTERNATIONAL CONCRETE REPAIR INSTITUTE, the CSI MasterFormat, the American National Standard for Plastering or Swimming Pools and Spas, ANSI 2015, other chemical and technical publications and journals addressing swimming pool surfacing, materials usage and Mid-America Pool Renovation, Inc.'s SWIMMING POOL RE-PLASTER ISSUES.

## **PART 1-GENERAL**

### **1.01 RELATED DOCUMENTS**

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specifications sections, apply to this section.

### **1.02 SUMMARY OF WORK INCLUDED**

- A. This section includes preparation and installation information on MID-AMERICA POOL RENOVATION, Inc.'s Cement-Based surfaces' procedures, including pool plaster (marcite), Diamond Brite®, pebblecrete or other aggregate materials, to items and surfaces scheduled, including MID-AMERICA POOL RENOVATION, Inc.'s surface preparation, cleaning procedures, and material placement recommendations.
- B. Types of materials or systems required for the project include:
  - 1. Cement-Based materials for Submerged Swimming Pool Use:
    - a. Pool Plaster (marcite), Diamond Brite®, pebblecrete and other aggregate materials made for submerged or immersed environmental conditions and comprised of a cement binder, silica quartz, limestone (dolomite), pebble rocks, additives and water, forming an integral fully bonded, low permeable, water-proofing system.

## 1.03 RELATED WORK

### A. Related work which is specified elsewhere

1. EXISTING CONDITIONS, DIVISION 02, 70 00
  - a. 02 32 23 Groundwater Monitoring Before Construction
  - b. 02 71 00 Groundwater Treatment
  - c. 33 24 13 Groundwater Monitoring During Construction
  
2. CONCRETE, DIVISION 03, 03 00 00
  - a. 03 35 00 Concrete Finishing
  - b. 03 37 19 Pneumatically Placed Concrete
  - c. 03 39 00 Concrete Curing
  - d. 03 60 00 Grouting
  
3. MASONRY, DIVISION 04, 04 04 00 00
  
4. FINISHES, DIVISION 09
  - a. 09 01 00 Maintenance of Finishes
  - b. 09 25 00 Other Plastering
  - c. 09 27 00 Plaster Fabrications
  - d. 09 30 00 Tiling
  
5. SPECIAL CONSTRUCTION, DIVISION 13, 13 00 00

## 1.04 REFERENCES

A. Publications listed herein are part of this specification to the extent referenced. The criteria established in the specifications shall take precedence over the standards referenced herein.

### 1. American Society for Testing and Materials (ASTM)

- a. ASTM D 4259 - 88 (Reapproved 2012), Standard Practice for Abrading Concrete.
- b. ASTM D 4258 - 05 (Reapproved 2012), Standard Practice for Surface Cleaning Concrete for Coating.
- c. ASTM D 5295 - 00, Standard Guide for Preparation of Concrete Surfaces for Adhered (Bonded) Membrane Waterproofing Systems

### 2. American National Standards Institute (ANSI)

- a. Standard Specifications for the Installation of Ceramic Tile

### **3. International Concrete Repair Institute (ICRI)**

- a. Concrete Repair Manual, Fourth Edition, Volumes 1 & 2
- b. Guideline No. 310.1R-2008, Guide for Surface Preparation for the Repair of Deteriorated Concrete Resulting from Reinforcing Steel Corrosion.
- c. Guideline No. 03732, Selecting and Specifying Concrete Surface Preparation for Sealers, Coatings, and Polymer Overlays
- d. Guideline No. 03733, Guide for Selecting and Specifying Materials for Repair of Concrete Surfaces
- e. Guideline No. 03731, Guide for Selecting Application Methods for the Repair of Concrete Surfaces
- f. Technical Guideline No. 03737, Hydrodemolition

### **4. American Concrete Institute (ACI)**

- a. Field Guide to Concrete Repair Application Procedures, Concrete Removal Using Hydrodemolition
- b. Concrete Repair Manual, Fourth Edition, Volumes 1 & 2

### **5. The Construction Specifications Institute**

- a. Construction Documents Technology

### **6. Society for Protective Coatings (SSPC)**

- a. Surface Preparation Specifications and Practices
- b. SSPC-VIS 2, Standard Method of Evaluating Degree of Rusting on Painted Steel Surfaces

### **7. Association of Pool & Spa Professionals (APSP)**

- a. SERVICE TECH MANUAL, 4th Edition

### **8. National Plasterers Council**

- a. Technical Manual, Seventh Edition

### **9. National Association of Corrosion Engineers (NACE)**

- a. COATING & LININGS FOR IMMERSION SERVICE

### **10. The Society for Protective Coatings (SSPC)**

- a. The INSPECTION of COATINGS and LININGS
- b. The Fundamentals of Cleaning and Coating Concrete
- c. Surface Preparation Specifications and Practices

**11. International Standards Organization (ISO)**

- a. The Rust Grade Book

**12. International Code Council (ICC)**

- a. International Swimming Pool and Spa Code
- b. Concrete Manual, Concrete Quality and Field Practices

**13. WaterJet Technology Association**

- a. Recommended Practices for the Use of High Pressure Waterjetting Equipment

**14. Tile Installations**

- a. Tile Council of North America Handbook for Ceramic, Glass and Stone Tile Installation
- b. American National Standard Institute Specifications for Installation of Ceramic Tile

**15. British Adhesives & Sealants Association**

- a. Manual of Good Practice in Sealant Application

**16. Laticrete International**

- a. Tile Installation Handbook
- b. Technical Design Manual, Tiled Swimming Pools, Fountains and Spas

**17. United States Department of the Interior Bureau of Reclamation**

- a. Guide to Concrete Repair

**18. Perkins, Philip H.,**

- a. Swimming Pools, A Treatise on Planning Layout, Design & Construction  
Water Treatment and Other Services Maintenance and Repairs

**19. Plastering Plain and Decorative**

## 1.05 DEFINITIONS & ACRONYMS

**Acid Washing:** Abrading a Cement-Based surface in order to clean and remove inorganic or chemical stains such as rust or copper sulfate, or to soften and remove calcium deposits; or to remove the film of a cement-based binder to expose aggregates or rock pebbles.

**Additive:** A material added to a Cement-Based mix to either accelerate or retard the setting time, or to aid in its workability, or to color the material being used.

**Aggregate:** An inert granular material such as Pool Mix (limestone / dolomite), sand, silica quartz, etc. Aggregates form a component of a material matrix mix and are generally held together by a cement binder.

**APSP:** Association of Pool & Spa Professionals

**Beadcrete®:** Pool surfacing material containing spherical glass particles, graded aggregates and a polymer-modified cement binder.

**Binder:** Cementing component of a mix that holds other components together.

**Bleaching:** Physical or Chemical action on the surfacing material resulting from the effects of direct sunlight, or drying, or curing process on the material matrix.

**Bleeding:** Diffusion of moisture arising from the material matrix to the surface.

**Blister:** Rounded or oval elevation of the surfacing material that is generally a product of trapped air in the material matrix and generally removed by troweling as the material matrix hardens.

**Bond:** Physical, mechanical or chemical adhesion forces between particles and or surfaces.

**Bond Coat:** Coating that is applied by rollers or spray to roughen an existing Cement-Based pool surface in preparation for re-surfacing. Bond Coats are generally mixtures of polymer-modified cements, acrylics and / or water based epoxies. Advertised as a suitable 'mechanical' bonding material to old surfaces, the technology is based more on a 'chemical' bonding theory.

**Breathing:** Ability of a material matrix to allow permeability of moisture to pass through the material without destroying the benefits of the material's waterproofing capability.

**Calcium Carbonate:** A chemical compound with the chemical formula  $\text{CaCO}_3$ . It is a common substance found in rock in all parts of the world.

**Calcium Chloride:** Accelerating compound for Cement-Based material mixes.

**Calcium Deposits:** Generally whitish crystals, nodules or deposits precipitating on a hardened surfacing material, tile and tile grout, plastic fittings, etc., resulting from the water's attempt to balance itself (low calcium hardness, low alkalinity or low pH). Most noticeable in dark colored surfaces and in salt-generated chlorine treated swimming pools.

**C.A.S.:** Chemical Abstracts Service

**Caulk:** Elastomeric material used to seal against moisture penetration and to allow for expansion and contraction within various types of joints.



**Cement:** The binder component in a material matrix. Generally Portland and Hydraulic cements are used in the swimming pool industry.

**Compressive Strength:** The amount of force in psi placed on a flat object.

**Copper Sulfate:** A blue / green chemical deposit on a hardened material surface resulting from low pH pool water in contact with copper in heater cores and elements or in copper components in the pool equipment.

**Coverage:** Generally the spreading rate in  $f^2$  for Cement-Based material mixes.

**Check Cracking / Crazeing:** Spider web random patterns in the surface of a plaster finish. These are minute, and are not open cracks. Disappear after the surface is submerged / immersed in water.

**Cracking:** Hairline; very small, generally static, and generally does not penetrate through the entire surface. Structural; varying in width, could be static or dynamic and generally penetrates through the entire surface.

**Cure / Curing:** The toughening and hardening of a material matrix through the process of hydration.

**Diamond Brite®:** Pre-mixed Material Matrix combining colored silica quartz aggregate and polymer-modified cement as a surfacing material for swimming pools.

**Delamination:** Separation in the bond between a material and substrate, or separation between layers of a material.

**Elastomeric:** Polymer having the elastic properties of rubber, being able to stretch or contract, and then return to its natural state.

**Etching:** Physical or Chemical deterioration of a surface.

**Flexural Strength:** Measurement of the maximum strength a material can withstand while being bent under a load before breaking

**Freeze / Thaw Cycling:** Changes in temperatures that create expansion and contraction stress.

**Hydro-Blasting, Ultra High Pressure Water Jetting:** Water blasting in the range of 10,000 psi - 40,000 psi.

**Hydro-Static Pressure:** Water pressure in the sub-surface under a swimming pool or other immersion vessel exerting upward force on the pool or vessel. Hydro-static Pressure can be significant enough to affect surface coating and linings, and can force a pool or vessel out of the ground.

**Krystalkrete®:** Pre-mixed Material Matrix combining colored silica quartz aggregate and polymer-modified cement as a surfacing material for swimming pools.

**Marbelite:** Synonym for Pool Plaster.

**Marcite:** Synonym for Pool Plaster.

**Mottling:** Varying degrees in shading and / or coloration in the surface of a material matrix.

**Plaster Finish:** (Proper, accepted standard) A surface finish no rougher than comparable 220-grit sandpaper.

**Polyurea:** Type of elastomeric compound that is derived from the reaction product of an isocyanate component and a synthetic resin.

**Pool Plaster:** Material matrix consisting of 1-part Portland cement (generally White Portland), and 1-1/2 or 2-parts aggregate (generally limestone / dolomite Pool Mix), or a pre-measured combination of these materials.

**Pop-off:** See Delamination.

**Tensile Strength:** Measurement of the maximum strength a material can withstand while being stretched or pulled before failing or breaking.

**Winterization Levels:** Where areas of the country are affected by freezing temperatures, a swimming pool or other water vessel may require lowering of the water levels, clearing of recirculation lines, etc. See ASAP, Service Tech Manual, 4th Edition, Section 10, pages 18 - 19.

## 1.06 SYSTEM DESCRIPTION

Types of special coating systems required for such projects include:

Cement-Based Surfaces for Submerged Environmental Use:

Systems developed for submerged / immersion service conditions, generally comprised of a cement & aggregate *in situ* terrazzo mix in proportions of 1-Part Portland Cement and 1-1/2 to 2-Parts of a graded limestone or dolomite aggregates, plasticizers and bonding agents as additives. This surface forms an integral, fully-bonded, permeable water proofing coating system for swimming pools and other vessels.

## 1.07 QUALITY ASSURANCE

**A. Manufacturer / Installer Materials:** MID-AMERICA POOL RENOVATION, Inc. has over 10-Years of successful experience as a Cement-Based surfacing and re-surfacing installer.

1. MID-AMERICA POOL RENOVATION, Inc. will provide Daily documented report Sheets during the preparation and installation process gauging surface conditions and the resulting finished product.
2. MID-AMERICA POOL RENOVATION, Inc. will provide and install the cement-based surface that is specified and that is compatible with the concrete, gunite, shot-crete or cement surface undercoat materials.
3. Prior to beginning Work and as a matter of protection for the Owner, MID-AMERICA POOL RENOVATION, Inc. will provide a current Certificate of Insurance, and shall maintain such insurance covering any claims under Workman's Compensation, bodily or property injury, and liability for the duration of the Project.
4. MID-AMERICA POOL RENOVATION, Inc. will provide Performance and Payment Bonds, and a Certified Payroll Report for Prevailing Wage paying Projects.

**B. Source Responsibility & Compatibility:** MID-AMERICA POOL RENOVATION, Inc. will provide all the specified materials and insure compatibility between all materials used for the Project.

**C. Coordination of Work:** MID-AMERICA POOL RENOVATION, Inc. will review job conditions, materials, and the substrate system, and shall notify the Architect or Owner of any problems anticipated in the execution of work or anticipated in using the Cement-Based material that is specified.

**D. Field Samples:** On actual wall and floor surfaces, MID-AMERICA POOL RENOVATION, Inc. will duplicate finished samples of the specified materials.

**E. Material Quality:**

1. MID-AMERICA POOL RENOVATION, Inc. will provide new, unused, bagged material identified as from the specified materials' manufacturer.
2. MID-AMERICA POOL RENOVATION, Inc. will provide the best quality grade of the cement-based surface that is specified. This surface is manufactured for submerged environmental conditions, including chlorine, muriatic acid and other swimming pool chemicals, within the limitations and conditions listed below or in application

warranties. Packaged materials not displaying the specified cement-based surface identification name will not be acceptable or used.

3. MID-AMERICA POOL RENOVATION, Inc. will leave a minimum of two (2) unopened bags of material of the same Lot # as used in the Project in the event of need for future use.

**F. Value Engineering:** MID-AMERICA POOL RENOVATION, Inc. is amenable to participating in Value Engineering principles if offered or part of the Construction Agreement specifications.

## 1.08 SUBMITTALS

- A. **Product Data:** Trade Names: 1) Pool Plaster, 2) Colored Aggregate finishes, 3) pebblecrete (rock pebbles). Mixture Ingredients: Grey Portland Cement, White Portland Cement, C.A.S. Number: 65997-15-1, made from especially Pure Chalk or Limestone, China Clay low in iron (shall contain not more than 0.50% by weight Ferric Oxide,) and white silica sand; Pool Mix, C.A.S. Number 471-34-1, made from Silica, Quartz, Calcium Carbonate Dust; Crystalline Silica, C.A. S. Number 14808-60-7. Complete Material Data Sheets on all materials used in the application process are available upon request.
  1. List each material and cross-reference the specific surface finish system and application. Identify each material by the manufacturer's catalog number and general classification. Complete material labeling placed on all materials used for application. Unique formulations or identification of special materials is a Trade Secret and may not be included.
- B. **Sample:** MID-AMERICA POOL RENOVATION, Inc. will submit samples for review of the color and texture of the surface to be provided.
  1. MID-AMERICA POOL RENOVATION, Inc. will provide samples of each color and material to be applied with texture to simulate actual conditions, on representative samples of the actual substrate within ten (10) working days of the General Contract award.
    - a. MID-AMERICA POOL RENOVATION, Inc. may provide two 6" square samples for each type color and finish.
    - b. Color : White. Specialty colors / mixes upon request.
    - c. Texture: Smooth, as defined as having the consistency of 220-grit, very fine sandpaper. Aggregate textures vary.

### C. LIMITED WARRANTY

For a period of 5 years from the date of installation to \_\_\_\_\_, who is the original purchaser of this cement-based surface. This cement-based surface is warranted against any flaking, peeling, popping-off or excessive color change providing the pool is maintained chemically balanced, and full of water (with proper winterization included as per The Association of Pool and Spa Professionals (APSP) **Service Tech Manual, 4th Edition**, instructions for Plaster Finish pools, pg. 10-29.

## LIMITATIONS AND EXCLUSIONS

This warranty only applies to the labor and materials on the newly placed surface material and does not cover any DAMAGE including, but not limited to or from: Failure to completely fill the pool with water within 3-days of receiving notice to fill; Defects in the structure including structural or hairline cracking; Vandalism, intentional or accidental abuse, or neglect; Improper acid washes; Stains or discoloration due to, but not limited to, the improper use of chemicals, improperly maintained water chemistry, or any introduction of metals or metal ions into the water; Improper winterization; Hydro-static water pressure; Any acts of God; or from any intruder after the plaster crew has left the job site, or from any other action outside the course of normal everyday use and care of the surface lining, or from any other action over which Mid-America Pool Renovation, Inc. has no control. Repairs, alterations, or modifications made by persons or entities other than Mid-America Pool Renovation, Inc., are not covered under this warranty. Consequential damages such as, but not limited to, loss of revenue, cost of water, etc., are not covered under warranty.

## WARRANTY TRANSFER PROCEDURES

This warranty is hereby issued to the current owner (s) of this property at the time the work is being done, and is transferable only upon a written request. The Qualifications for a Warranty Transfer to a new owner to effect are: 1) An on-site inspection prior to sale completion, 2) A written report after inspection, 3) Handing over the PLASTER INFORMATION SCHEDULE, Guidelines for proper Pool Surface Care, a copy of this Limited Warranty, and any other pertinent reports on the pool to the new owner, and 4) Obtaining signature receipt of such materials from the new owner. The Fee for a Warranty Transfer is \*\$500.00\*.

## NOTIFICATION – KEEP THIS WARRANTY

In the event of any claim under this warranty, Contractor shall be notified in writing within ten (10) days of the leak or crack occurring. A copy of the original sales contract and a copy of this warranty must accompany the claim. If not notified as stated and/or the pool is drained, emptied, or work is attempted on the pool area in question prior to an inspection by the Contractor, this warranty shall automatically become null and void with no further responsibility by the Contractor.

Notification shall be sent to:  
Mid-America Pool Renovation, Inc.  
5929 East 154<sup>th</sup> Terrace  
Grandview, MO 64030

## 1.09 DELIVERY, STORAGE, AND HANDLING

- A. MID-AMERICA POOL RENOVATION, Inc. will deliver all packaged materials to the job site in original, new, unopened packages, bags and containers bearing the name and label and the following information:
1. The name of the manufacturer and the Trade Name of the specified cement-based surface materials.
  2. Federal Specification number, if applicable.
  3. The name, stock & batch number and date of manufacture.

4. Contents by volume, for major pigment and vehicle constituents per each container.
5. Application instructions.
6. Color name and number.
7. Handling instructions and precautions.
8. Material Safety Data Sheets for all material to be used.

- B.** Materials not in actual use will be stored in tightly covered, dry containers at a minimum ambient temperature of 45 degrees, (7 degrees C) in a well-ventilated area. Containers used in storage will be kept in a clean condition, free of foreign materials and residue.

In addition, MID-AMERICA POOL RENOVATION, Inc. will take the necessary precautionary measures to ensure that workman and work areas are adequately protected from any health hazards resulting from handling, mixing and application of the cement-based surface materials.

## **PART 2 - PRODUCTS**

### **2.01 MANUFACTURERS**

- A.** Available Manufacturers: Subject to compliance with requirements, manufacturers offering products which may be incorporated in the work schedule, but not limited to, as follows:
1. Lehigh Cement Company.
  2. Imerys, Roswell, GA.
  3. Southern Grouts & Mortars, Inc.
  4. CL Industries
  5. 3M Construction
  6. Substitutions / Alternates must have equivalent or better physical properties.

### **2.02 INTERIOR AQUATIC CEMENT-BASED SURFACE MATERIALS**

- A.** System: Cement-based system to be specified. Systems include pool plaster (marcite, marbelite), Diamond Brite®, Kyrstakrete®, Beadcrete®, among others.
- B.** Inspection: MID-AMERICA POOL RENOVATION, Inc. will examine substrates and conditions under which the specified cement-based surface will be installed for compliance with requirements for application. We will not proceed with application until unsatisfactory conditions have been corrected.
1. Starting of installation work will be construed as MID-AMERICA RENOVATION, Inc.'s acceptance of surface within any particular area.
  2. MID-AMERICA POOL RENOVATION, Inc. does not apply cement-based surfaces over dirt, rust, grease, standing water, stuffed surfaces, or conditions otherwise detrimental to formation of a durable, fully attached, watertight surface.

## PART 3 - EXECUTION

### 3.01 PREPARATION

- A. **General:** Remove hardware, hardware accessories, plates, machined surfaces, light fixtures, and similar items and store in a safe, secured place on site until surfacing is completed. On non-removable fixtures, provide surface-applied protection prior to surface preparation and application. Remove these items if necessary for complete surfacing. Following completion of the surfacing operation in each space or area, reinstall items removed using workmen skilled in trades involved. Securely cover all gutter areas. Place air-blown fittings in all main drain suction lines to block debris from entering the filter system. Plug all return, or other orifice lines throughout the entire pool.
1. Clean surfaces to be surfaced before applying the cement-based surface. Program cleaning and application so that dust and other contaminants from the cleaning process will not fall on the new, wet surface materials.
- B. **Surface preparation Summary:** Perform surface preparation and cleaning in compliance with MID-AMERICA POOL RENOVATION, Inc.'s instructions for the particular substrate conditions as specified herein.
1. Notify the Purchaser in writing of anticipated problems using surface preparation of methods and coatings specified with substrates furnished by the specified manufacturers.
  2. Verify that the surface is sound, that all surface preparation, expansion or control joint repairs if any, and other preparatory work are satisfactorily completed prior to applying the specified cement-based surfacing materials.
- C. **Cement / Concrete Surfaces:** Prepare cement or concrete surfaces, (shot-crete, gunite, formed concrete, pool plaster, marcite, pebblecrete, Diamond Brite®, brown-coat / render), to receive new surfacing materials by removing efflorescence, laitance, chalk, dust, grease, oils, and by various means of roughening (UHP-WJ Hydro-blasting) if required, to remove glaze. If hardeners or sealers have been used to improve concrete curing and detected by UV Light Testing or other means, use mechanical methods of surface preparation (brush-blasting, Hydro-blasting or scarification).
1. **Surface Removal of Previous Coatings (Total Removal)**
    - a. The optimum, environmentally friendly surface preparation method for Total Removal is 40,000 psi (or +) Ultra High Pressure Water jetting (UHP-WJ). Water jetting achieves 100% surface contact, and can accomplish up to 100% removal of previous coatings. Water jetting prepares the surface for the best Mechanical Bond between new and existing materials. UHP-WJ procedures are to follow International Concrete Repair Institute Technical Guideline No. 03737, American Concrete Institute RAP Bulletin 14, and WaterJet Technology Association recommended practices.
    - b. If specified, use of abrasive blasting methods such as sandblasting or mechanical grinding is allowed if the cement-based surface has been painted or seal coated, or if otherwise recommended by MID-AMERICA

POOL RENOVATION, Inc. All existing pool paint must be removed. Avoid direct circular sanding as a preparation method.

- c. If the pool has a failing thermoplastic, polyurea, fiberglass, or other type of elastomeric or PVC liner material, manually remove all of the existing materials including the liner, fleece and all of the metal fasteners used in the liner fastening system off from the pool structure. Manually grind or hydro-blast off all remaining adhesive materials, glues or paints used in or residing under the failed lining or coating system off of the pool structure.
- d. If the concrete surface of the pool shell below the plaster or other lining is deteriorated or degraded by freeze / thaw activity, reinforcement steel carbonation, or severe spalling from thermal interactions, follow these instructions:
  - a) Manually / mechanically remove all deteriorated and loose concrete materials, aggregates, or toppings.
  - b) If corroded reinforcement steel is found in the deteriorated areas, cut and remove the corroded steel.
  - c) Perform 40,000 psi Ultra High Pressure Water jetting (UHP-WJ) over the entire surface down to a sound base.
  - d) If specified, install new epoxy doweled reinforcement steel.
  - e) If sizeable areas or amounts of unsound concrete are found, consult a structural engineer for site inspection and remedial recommendations.
  - f) Prepare and patch all deteriorated areas with polymer modified cement according to manufacturer's instructions, in accordance with ASTM Standards C928-05, C-811 and D-5295, NACE 21082 , SSPC SP 13 / NACE 6, or other standards that may apply and be specified in the project's repair methodology.

## **2. Other Preparation Methods – When Total Removal is not Specified**

- a. The optimum recommended surface preparation method is 40,000 psi Ultra High Pressure Water jetting (UHP-WJ), which achieves 100% surface coverage removing soft or deteriorated materials, previous coatings and hidden contaminants. UHP-WJ procedures are to follow International Concrete Repair Institute Technical Guideline No. 03737, and American Concrete Institute RAP Bulletin 14 and WaterJet Technology Association recommended practices..
- b. Mechanically chip the entire pool surface in accordance with the 'axe-chipping' preparation method to remove all unsound material. Do not attempt a total removal process by jack-hammering of an existing cement-based surface because it can cause excessive trauma to the integrity of the pool shell, micro-cracking of the pool shell, cause structural damage or expose old, chalky concrete.
- c. Slurry or Bond Coats can be successful over an existing pool surface if:
  - 1) All pool paint and all loose and spalling material is mechanically removed,
  - 2) Installed on an indoor pool facility when water is kept in the vessel a majority of the time, and only to manufacturer's application instructions with complete documentation and pictorial history of the installation, and
  - 3) Be listed as non-emulsifiable by manufacturer's letter.

If any of these three (3) conditions cannot be met, a Bond Coat should not be used.



- d. Cut a 1/4" wide minimum groove into the existing surfacing materials around all fittings, pool light niches, drains, and other non-removable fixtures.
- e. Mechanically or manually chip the existing surfacing materials to remove the materials from below fixtures (such as tile) to a span minimum of 2" - 4" to allow for a uniform transition with the new cement-based finish to existing surfaces at all fixture locations.

### **3. Final Area Preparation & Site and Vessel Cleaning**

- a. Clean the pool, decking and surrounds, and remove all debris from the job site.
- b. Water blast, or high pressure water blast (as needed) the entire surface using a minimum 3500 psi water blaster. Clean and pump out resulting water and residue while water blasting.
  - 1) As a preparation step, avoid muriatic acid washes on existing surfaces. Acid washes tend to deposit chlorides that cause contamination of the existing surface and can permeate the surface causing corrosion to the reinforcement steel and the dissolution of the cement and concrete matrix.
- c. After water blasting and initial cleaning, sound the entire surface and wash the entire pool surface using a hand held garden hose. Remove all delaminated areas failing the sounding test.
- d. Examine the dry surface for any weepers, i.e. penetration of hydro-static or other water source ingress into the pool.
- e. Control all hydrostatic water ingress into the pool before starting to apply new cement-based surfacing materials. Do not apply new surfacing materials onto continuous hydrostatic water ingress areas.
- f. Use application methods as advised by MID-AMERICA POOL RENOVATION, Inc. in each situation. Hydrostatic control methods are considered a Trade Secret and not specified herein.
- g. Should an FRP system be used on a structure crack or other swimming pool area that is specified for an FRP system, prior to the drying, broadcast dry sand into the final application of wet resin. Allow 24-hours for the resin and broadcast sand to thoroughly dry. Clean off any unbonded sand and proceed to install the Cementitious system over the FRP area.

### **D. Pools Left Empty During the Off-Season:**

- 1. Monolithic gunite, shot-crete or formed concrete pools that have a cement-based surface cannot not be left empty during the off-season, or for periods of time exceeding 3-days for cleaning purposes.

**E. Winterization of Monolithic Pools in Severe Climates in the Off-Season:**

This partial list of MID-AMERICA POOL RENOVATION, Inc., instructions for winterization are referenced from the BASIC POOL & SPA TECHNOLOGY, 3RD EDITION, National Spa & Pool Institute, now known as the Association of Pool & Spa Professionals (APSP), page. 10-29. They are listed here as recommendations to protect the integrity of the monolithic pool structure.

1. "In climates where freezing temperatures are normal, a pool or spa should be completely winterized by cleaning, treating water (if left standing), and protecting pool and equipment against the weather. Even if your customers are planning to use their pool or spa as an ice skating rink, it's still necessary to winterize the plumbing, equipment, and pool structure before a freeze. This section provides standard procedures for winterizing, but it does not cover every type of equipment. It is important to check product information.
2. Water: Cleaning - Vacuum thoroughly. Vacuum waste water to the appropriate waste or sewer system since the water level must be lowered for winterizing. If the filter does not have a "waste" position, vacuum on "filter" only. Where appropriate, use a portable pump to vacuum directly to waste. Treatment - Test the water, balance the pH, calcium hardness, and Total Alkalinity. Chemically treat the water with disinfectant, stabilizer, and algaecide just as you would at other times. This treatment is very important so water will not become corrosive when the temperature reaches the freezing point. Depending on the chemicals, some are added before draining and some are added just before putting on a cover.
3. "Lower Water Level - Here are suggested winter water levels for different types of pools, with or without solid material covers or mesh covers (consult your cover manufacturer's literature):
  1. Vinyl-Lined: (Lined type) 1" below skimmer mouth (but lower in areas of heavy rain and snow precipitation's.)
  2. Plaster Finish, with a Solid Material Cover: 1" to 6" below the skimmer mouth or tile line, whichever is lower.
  3. Painted or Natural Finish, with Solid Material Cover: 6" below skimmer mouth.
  4. With No Covers or Mesh Cover: 18" to 24" below skimmer mouth. Hydrostatic pressure can destroy a drained pool if proper precautions are not taken. If there is a drainage bed beneath the floor, then the pool can be completely drained, subject to the designed strength of the walls. In this case, the bottom drain valves must be left open. If in doubt about drainage beds, it is best to leave pool almost full of water."

- F. Structural Crack Repair & Prevention:** No swimming pool lining membrane will keep a concrete structure from moving. In situations where a structural crack is evident and depending on its severity, MID-AMERICA POOL RENOVATION, Inc. may exercise repair and precautionary measures such as: Bridging, Engineered Stress Relief, Placing in Control Joints, the use of Epoxy Injection, use of Type IV epoxy systems, the use of an expandable Two-Part

Epoxy Resin Grout System. Consult a structural engineer or the project architect for further directions.

### **3.02 INSTALLATION**

- A. Install the specified cement-based surface according to material manufacturers' recommendations and according to placement guidelines of the National Plasterers Council.
- B. Spray or lightly dampen the entire surface area to receive new cement-based surfacing materials. Do not allow water to run freely or puddle on these areas.
- C. Produce a minimum thickness of 3/8", with other varying thickness to produce an even, smooth surface, abutting all drains, lights, inlets and other fixtures without an uneven or irregular transition point.
- D. After troweling materials to produce an even, smooth or textured surface depending on the material system specified, allow the materials to dry.
- E. Fill the pool according to the directions given in PART 7 below.

### **3.03 PROJECT CONDITIONS**

- A. Apply the surface materials only when the temperatures of the surfaces to be coated and surrounding air temperature are as follows: (40° F minimum ambient & surface temperature), and not expected to fall below 32° within the immediate next 24-hour period.
- B. After application, the surface materials are to be submerged within the next immediate 72-hour period, and remain submerged through their life-usage period (proper winterization levels excepted).
- C. Surfaces not capable of submersion within a 72-hour period, or when specified are to be mist cured.

### **3.04 REMOVAL OF, OR APPLICATION OF RACING LANE & TARGET TILES, WATERLINE, HI-LITE, OR OTHER CERAMIC TILING**

- A. If existing tiles racing lanes are to be covered by new cement-based surfacing materials, all of the existing tile must be removed (during preparation stages). MID-AMERICA POOL RENOVATION, Inc., will not apply cement-based surfacing materials over existing tiling.
- B. If new tiling is to be applied, all tiling must be placed prior to installation of new cement-based surfacing materials in accordance with the American National Standard Specifications for the Installation of Ceramic Tile and practices of the Tile Council of North America, Inc.
- D. Colored cement-based surfaces are subject to the conditions of the National Plasterers Council White and Colored Plaster Agreement, and warranties as specified by the materials manufacturers.

To minimize fading and color differences in colored cement-based pool surfaces, only use inorganic coloring agents.

- E. All cement-based surfacing materials should remain submerged during their life usage period, requiring that a minimum of 6" of ceramic, frost-proof tiling be placed at the uppermost section of the top of the interior pool structure, so as to allow all of the new cement-based surface to remain submerged below the pool's natural operating water line.
- F. MID-AMERICA POOL RENOVATION, Inc. does not recommend applying any pool paint, sealers, or stains onto the newly applied cement-based surfacing materials, and does not recommend placing cement-based surfaces above the pool's natural operating water line.

### **3.05 CLEAN-UP & PROTECTION**

- A. During process of the work, MID-AMERICA POOL RENOVATION, Inc. will remove from the project site discarded materials, rubbish, cans and rags resulting from use during installation on a daily basis.
- B. During process of the work, clean all spattered surfaces. Remove spattered materials by proper methods of washing and scraping, using care not to damage finished surfaces.
- C. Protect the work of other trades, whether to be coated or not, against damage. Correct damage by cleaning, replacing and / or recoating as directed by an Architect. Leave work in undamaged condition.
- D. Provide and post "Caution", and "Do Not Enter", and other signs as might be required on all entries into enclosed or indoor environments where application is taking place.
- E. Provide and supply fresh air circulation, and contaminated air exhaust on all enclosed or indoor environments where application is taking place.

## **PART 4 - CONTRACTORS EXPERIENCE AND QUALIFICATIONS**

- 4.01 Contractor must have a minimum of 5-years of experience preparing and applying cement-based surfaces onto previously surfaced swimming pools and will submit a minimum list of five completed projects spanning over the last six years to qualify this experience.
- 4.02 MID-AMERICA POOL RENOVATION, Inc. has the appropriate experience and training to submit proof of an ability to perform the work specified herein through a Statement of Qualifications as set out in Contract by the Architect; and experience in the application of cement-based surfaces.

## **PART 5 – MID-AMERICA POOL RENOVATION, Inc.'s General Precautions:**

- 5.01** All personnel concerned with the handling of these materials must maintain strict cleanliness, both of their person and of the area in which they work. There is no substitute for strict cleanliness and good housekeeping.
- 5.02** Employees and applicators must be properly trained and regularly reminded of the consequences of contact, and admonished to take the necessary precautions at the beginning of all projects.
- 5.03** Suitable protective clothing (including gloves, eye protection and dust masks to prevent contact are mandatorily required. All skin contact should be avoided by wear of light-weight clothing. Eye protection, such as glasses, safety glasses or sunshades are mandatory and required.
- 5.04** Smoking on or near job-site applications results in immediate dismissal.

## **PART 6 - FIELD QUALITY CONTROL**

- 6.01** The owner reserves the right to invoke the following test procedures at any time, and as often as the owner deems necessary, during the cement-based surfaces installation.
  - A.** The Owner will engage the services of an independent testing laboratory for testing. Samples of the materials on the project site will be taken, identified and sealed, and must be certified in the presence of a representative of MID-AMERICA POOL RENOVATION, Inc.

The testing laboratory will perform appropriate tests for any of the following characteristics as required by the Owner:

- 1.** Quantitative materials analysis.
    - 2.** Absorption.
    - 3.** Accelerated weathering.
    - 4.** Accelerated yellowness.
    - 5.** Color retention.
    - 6.** Alkali and mildew resistance.
    - 7.** Abrasion resistance.
    - 8.** Apparent reflectivity.
    - 9.** Washability.
    - 10.** Dry Opacity.
    - 11.** Re-coating.
    - 12.** Skinning.
- B.** If results show materials being used do not comply with requirements, MID-AMERICA POOL RENOVATION, Inc. may be directed to stop work, remove non-complying materials, pay for testing, prepare and re-surface previously surfaced areas, or remove rejected materials from previously surfaced areas.

## **PART 7 - PLASTER INFORMATION SCHEDULE AND GUIDELINES FOR PROPER SURFACE CARE**

We have set down the following guidelines for proper care of cement-based interiors.

Fill the pool by the water hose as set up by the installation crew. Do not stop water until the pool is completely full. If the water is stopped before the pool is full, it is likely there will be a water-mark ring at the point where the water was stopped and that mark will be difficult if not impossible to remove.

Should a second hose be added later, make sure it is placed in the deep end of the pool striking the water accumulated by the first hose. Do not lay the hose on the pool floor or let the water strike any part of the new surface.

Pools lights are water-cooled so do not turn on the light until the pool is full.

No swimming, pets, or curiosity trips into the pool before the pool is full, as tracks are sure result.

NEVER under any circumstances spray or hose down the surface while the pool is filling.

The pool is safe to swim in once it is full of water.

Do not add salt or turn on a salt generator system until after the 30-day curing period is over.

### **MAINTENANCE**

After the filter has been started, the pool should be brushed twice daily the first week and once a day thereafter for four week. An alkaline residue tends to accumulate in all newly cement-based surfaced pools and may produce a cloudy appearance until cleared by the filter system. This is normal but if not removed, the residue can harden and the surface becomes extremely rough.

Vacuum as normal.

Diatomaceous Earth filter pads should be removed and cleaned regularly during this period.

Keep the chemical balance of the pool water at the proper levels at all times. Check chemical levels after a storm. Failure to keep a correct chemical balance may result in either a scale build-up or a chemical etching of plaster.

Stains and calcium deposits that do develop on pool surfaces are normally removed professionally, either underwater or by draining and applying a light acid wash and/or sanding with a high speed sander and special sanding discs.

Do not drain the pool without consulting MID-AMERICA POOL RENOVATION, Inc., your contractor or your swimming pool service technician. Cement-based surfaces can be severely damaged if permitted to dry out. Draining is not recommended for at least 1-½ years, except for major repair and then only under professional supervision.

## GENERAL MATERIAL QUALIFICATIONS

Cement-based surfaces are natural products, and as they are applied over other natural products, they cannot be warranted against any streaks, stains, discoloration and spotting caused by foreign impurities in the pool shell over which MID-AMERICA POOL RENOVATION, Inc. has no control, and which may bleed and appear through new surface, (including wood, insects, paper, steel, etc.), or any foreign impurity that may land on the surface during the filling of the pool, after the work crew has left the job site, or after the pool is full of water.

Mid-America does not accept responsibility if damage occurs to the cement-based surface for any of the following reasons: Acts of God; the pool owner or any intruder after the work crew has left the job site; water seepage which cannot be stopped in the normal course of lining the pool; any cracking or other damage caused by structural faults; allowing the pool to sit empty for any extended amount of time or taking over four (4) days to fill with water; chemical imbalance or chemical staining; acid washing or wire brushing; or any other action outside the course of normal everyday use and care of the pool; or any nature or sort of calcification on or throughout the cement-based surface.

Minor stains can be removed easily with wet and dry sanding paper, underwater.

Colored plaster interiors are susceptible to discoloration, fading and botching, even if inorganic colors are used, and therefore require more attention to achieve an acceptable result. We cannot guarantee the stability or shade of color dyes used.

**FURTHER INQUIRIES, PLEASE CONTACT US. (816) 994-3300 or  
(800) 253 7349**



### PROJECT ASSESSMENT

The pool was originally built in 1968 and no major renovations had been completed since then! The city had an annual budget for paint, but it was not large enough to buy enough paint for the whole pool. Each year they would repaint different sections of the pool, resulting in layers and layers of paint. Over the years, the pool surface became incredibly rough and some cracks had appeared. The walls were worn down and had developed porous holes, making it almost like coral in places. The city was ready to hang up their paintbrushes and find a long-lasting solution!







Hydroblasting completed



New concrete wall surface



New tiled racing lanes set



Crack repair and prep for INTER-GLASS



PROJECT  
SPECIFICATIONS  
LAP POOL & KIDDY POOL

Total Sq. Ft.: 13,724 Ft<sup>2</sup>

Construction: Gunite Pool

Interior Finish: INTER-GLASS®

RENOVATION PLAN

This project was done from January to May of 2022. The first step was to hydroblast the pool surface to remove all the layers of paint. Next a new concrete wall surface was rendered along one side of the pool as well as a section of the pool floor to make everything flush. Once this was completed, the tiled racing lanes and targets were set. At this point, repairs were made to any significant cracks and finally the INTER-GLASS surface was applied on the floor, walls, and the gutters as well.



INTER-GLASS installation completed

PROJECT HISTORY  
COMPLETED 2022

## RECREATION CENTER LAP POOL DURANGO, CO

  
**Mid-America**  
POOL RENOVATION, Inc.



**PROJECT ASSESSMENT**  
This 333,000 gallon Olympic regulated lap pool had to be renovated keeping these specific standards in mind. The surface had become quite rough in places with etching and they were ready for a replacement. In addition to the resurfacing, there was also approximately 1,350 square feet of tiled racing lanes and targets to be redone. The work needed to be completed in a short and specific timeframe during the recreation centers annual maintenance period.



## RENOVATION PLAN

This project was completed in a span of just two weeks during October of 2022. The pool was prepped by chipping around the waterline tile and fittings to ensure the new surface can be made flush and not bulge out around the existing tile and fittings. The most time and cost-effective solution for the racing lanes was to leave the existing tile and set the new tile on top of it. The red racing lanes were changed to blue. The surface was then covered with a bonding agent to ensure proper adhesion of the new SunStone surface, which was then applied over a 2 day period.



# CONSTRUCTION CONTRACT AGREEMENT

---

**THIS AGREEMENT** is made between the City of Delta, Colorado, (Owner or City) and the Contractor, Mid-America Pool Renovation, Inc for the Construction Project known as:

Resurface of Youth Pool at Bill Heddles Recreation Center

The Owner's Representative (OR) is: Elyse Ackerman-Casselberry, City Manager

The Owner and Contractor agree as follows:

## ARTICLE 1

### **THE WORK:**

The Contractor shall perform all the Work required by the Contract Documents for the Resurface of Youth Pool at Bill Heddles Recreation Center.

---

## ARTICLE 2

### **TIME OF COMMENCEMENT AND COMPLETION:**

The Work to be performed under this Contract shall be substantially complete by August 14, 2024 and completed and ready for final payment by September 27, 2024

## ARTICLE 3

### **CONTRACT AMOUNT AND BASIS:**

- 3.1 The Owner shall pay the Contractor for the satisfactory performance of the Work, subject to additions and deductions by Change Order as provided in the General Conditions, the following Contractor Sum price of the Base Bid Contract.

The Contract Sum price of the Base Bid Contract is: \$75,000.00

The Contract Sum price of the Bid Alternate A Contract is: \$ \_\_\_\_\_

The Contract Sum price of the Bid Alternate B Contract is: \$ \_\_\_\_\_

The Contract Sum price of the Bid Alternate C Contract is: \$ \_\_\_\_\_

- 3.2 The contract shall be paid based on actual work performed in accordance with the Unit Rates specified in the contract bid form/bid tabulation, a copy of which has been attached to this agreement. All items on the bid tabulation identified as "LS" shall be lump sum bids not subject to adjustment based on any field conditions or other factors. For all other line items, on the event that Contractor determines that quantities have changed or will change from the quantities shown on the bid tabulation, Contractor shall promptly submit a request for a Change Order, and

payment for any such increased costs shall be subject to Owner's approval of the Change Order pursuant to Article 20 of this Agreement.

3.3 The Owner represents that an amount equal to or in excess of the Contract Amounts set forth in Paragraph 3.1 has been appropriated.

#### ARTICLE 4

##### **PROGRESS PAYMENTS:**

Based upon Applications for Payment submitted to the OR by the Contractor and Certificates for Payment issued by the OR, the Owner shall make progress payments to the Contractor as follows:

##### MONTHLY PROGRESS PAYMENTS

5% of each amount certified for payment shall be retained by the City until final payment.

#### ARTICLE 5

##### **FINAL PAYMENT:**

After completion of the Work, provided the Contract be then fully performed, subject to the provisions of Article 16 of the General Conditions, the City shall publish a Notice of Final Settlement twice at least 10 days prior to the date of final settlement. Final settlement shall occur within sixty (60) days after this Contract is deemed complete to the City's satisfaction. The City shall withhold from final payments any amounts as required pursuant to C.R.S. 38-26-107.

#### ARTICLE 6

##### **ENUMERATION OF CONTRACT DOCUMENTS:**

The Contract Documents are as noted in Paragraph 7.1 of the General Conditions and are indicated as follows:

- Agreement including General Conditions
- Special Conditions
- Technical Specifications
- Drawings
- Addenda (if any)
- Change Orders (if any)
- Notice of Award
- Written Interpretation of OR (if any)
- Performance Bond or  Letter of Credit
- Payment Bond or  Letter of Credit
- Notice to Proceed
- Request for Bids

## ARTICLE 7

### **CONTRACT DOCUMENTS:**

- 7.1 The Contract Documents consist of this Agreement (which includes the General Conditions), Special Conditions, the Drawings, the Technical Specifications, all Addenda issued prior to the execution of this Agreement, all modifications, any performance or payment bonds, all Change Orders, all written interpretations of the Contract Documents issued by the OR, and those items listed in Article 6. These form the Contract and what is required by any one shall be as binding as if required by all. The intention of the Contract Documents is to include all labor, materials, equipment and other items as provided in Paragraph 10.2 necessary for the proper execution and completion of the Work and the terms and conditions of payment therefor, and also to include all Work which may be reasonably inferable from the Contract Documents as being necessary to produce the intended results.
- 7.2 The Contract Documents shall be signed in not less than duplicate by the Owner and the Contractor. If either the Owner or the Contractor do not sign the Drawings, Specifications, or any of the other Contract Documents, the OR shall identify them. By executing the Contract, the Contractor represents that he has visited the site and familiarized himself with the local conditions under which the Work is to be performed.
- 7.3 The term "Work" as used in the Contract Documents includes all labor necessary to produce the construction required by the Contract Documents, and all materials and equipment incorporated or to be incorporated in such construction.

## ARTICLE 8

### **OWNER'S REPRESENTATIVE (OR):**

- 8.1 The OR will provide general administration of the Contract and will be the Owner's representative during construction and until issuance of the final Certificate for Payment.
- 8.2 The OR shall at all times have access to the Work wherever it is in preparation and progress.
- 8.3 The OR will make periodic visits to the site to familiarize himself/herself generally with the progress and quality of the Work and to determine in general if the Work is proceeding in accordance with the Contract Documents. On the basis of his/her on-site observations, he will keep the Owner informed of the progress of the Work, and will endeavor to guard the Owner against defects and deficiencies in the Work of the Contractor. The OR will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The OR will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, and s/he will not be responsible for the Contractor's failure to carry out the Work in accordance with the

Contract Documents.

- 8.4 Based on such observations and the Contractor's Applications for Payment, the OR will determine the amounts owing to the Contractor and will issue Certificates for Payment in accordance with Article 16. In no event shall the OR issue a Certificate of Payment without the Owner's review and approval.
- 8.5 The OR will be, in the first instance, the interpreter of the requirements of the Contract Documents. S/he will make decisions on all claims and disputes between the Owner and the Contractor.
- 8.6 The OR will have authority to reject Work which does not conform to the Contract Documents.
- 8.7 For the purposes of this Agreement and Contract, the term OR is synonymous with the terms Engineer or Inspector as referred to in the following references from the Special Conditions for this Contract: Technical Specifications for this Contract, the *City of Delta Standards and Specifications for the Design and Construction of Public Improvements*, and the *Colorado Department of Transportation Standard Specifications for Road and Bridge Construction*.
- 8.8 The OR will decide all questions regarding the equality and acceptability of materials furnished, work performed, and the rate of progress of the work; all interpretation of the plans and specifications; and acceptable fulfillment of the Contract.

The OR will, in writing, suspend the work wholly or in part:

- A) *For failure of the Contractor to correct conditions unsafe for the workmen or the general public;*
- B) *For failure to carry out Contract provisions;*
- C) *For failure to carry out orders;*
- D) *For periods of unsuitable weather;*
- E) *For conditions unsuitable for the prosecution of the work;*
- F) *For any other condition/reason determined to be in the public interest;*

**ARTICLE 9**

**OWNER:**

- 9.1 The Owner shall secure any required permanent easements or real property necessary for the project and advise Contractor of the boundaries of City easements or property.

9.2 The Owner shall issue all instructions to the Contractor through the OR.

## ARTICLE 10

### **CONTRACTOR:**

- 10.1 The Contractor shall supervise and direct the Work, using his best skill and attention. The Contractor shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract.
- 10.2 Unless otherwise specifically noted, the Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the Work.
- 10.3 The Contractor shall at all times enforce strict discipline and good order among his employees, and shall not employ on the Work any unfit person or anyone not skilled in the task assigned to him.
- 10.4 The Contractor warrants to the Owner and the OR that all materials and equipment incorporated in the Work will be new unless otherwise specified, and that all Work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All Work not so conforming to these standards may be considered defective.
- 10.5 The Contractor shall pay all sales, consumer, use and other similar taxes required by law and shall secure all permits, and licenses necessary for the execution of the Work at Contractor's expense, except as provided in Article 24. The City is exempt from State and local sales and use taxes. Contractor shall take steps to obtain such exemption from the Colorado Department of Revenue.
- 10.6 The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations, and orders of any public authority bearing on the performance of the Work, and shall notify the OR if the Drawings and Specifications are at variance therewith.
- 10.7 The Contractor shall be responsible for the acts and omissions of all his employees and all subcontractors, their agents and employees and all other persons performing any of the Work under a contract with the Contractor.
- 10.8 The Contractor shall review, stamp with his approval and submit all samples and shop drawings as directed for approval of the OR for conformance with the design concept and with the information given in the Contract Documents. The Work shall be in accordance with approved samples and shop drawings.



- 10.9 The Contractor at all times shall keep the premises free from accumulation of waste materials or rubbish caused by his operations. At the completion of the Work he shall remove all his waste materials and rubbish from and about the Project as well as his tools, construction equipment, machinery and surplus materials, and shall clean all glass surfaces and shall leave the Work "broom clean" or its equivalent, except as otherwise specified.
- 10.10 The Contractor shall indemnify and hold harmless the Owner and the OR and their officers, agents and employees from and against all claims, damages, losses and expenses including attorneys' fees, arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss, or expense (1) is attributable to bodily injury, sickness, disease or death, or to damage to or destruction of tangible property including the loss of use resulting therefrom, and (2) is caused in whole or in part by any act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder, provided, however, nothing in this Agreement shall require Contractor or any other person to hold the City of Delta harmless against the City's own negligence. In any and all claims against the Owner or the OR or any of their officers, agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Paragraph 10.10 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under workmen's compensation acts, disability benefit acts or other employee benefit acts. The obligations of the Contractor under this Paragraph 10.10 shall not extend to the liability of the Owner, the OR, or his agents or employees arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs or specifications, or (2) the giving of or the failure to give directions or instructions by the OR, his agents or employees provided such giving or failure to give is the primary cause of the injury or damage.

## ARTICLE 11

### **SUBCONTRACTS:**

- 11.1 A subcontractor is a person who has a contract with the Contractor to perform any of the Work at the site.
- 11.2 Unless otherwise specified in the Contract Documents or in the Instructions to Bidders, the Contractor, as soon as practicable after the award of the Contract, shall furnish to the OR in writing a list of the names of subcontractors proposed for the principal portions of the Work. The Contractor shall not employ any subcontractor to whom the OR or the Owner may have a reasonable objection. The Contractor shall not be required to employ any subcontractor to whom he has a reasonable objection. Contracts between the Contractor and the subcontractor shall be in accordance with the terms of this Agreement and shall include the General Conditions of this

Agreement insofar as applicable.

- 11.3 Whenever Contractor receives payment pursuant to Article 2 of this Contract and the Contractor's request for payment included costs attributable to any subcontractor, Contractor shall make payments to each subcontractor of any amounts actually received and attributable to such contractor.

#### ARTICLE 12

##### **SEPARATE CONTRACTS AND OWNER WORK:**

- 12.1 The Owner reserves the right to award other contracts in connection with other portions of the Project or other work on the site or to perform such work itself.
- 12.2 The Contractor shall afford other contractors or Owner reasonable opportunity for the introduction and storage of their materials and equipment and the execution of their work, and shall properly connect and coordinate his Work with theirs.
- 12.3 Any costs caused by defective or ill-timed work shall be borne by the party responsible therefore.

#### ARTICLE 13

##### **ROYALTIES AND PATENTS:**

The Contractor shall pay all royalties and license fees. The Contractor shall defend all suits or claims for infringement of any patent rights and shall save the Owner harmless from loss on account thereof.

#### ARTICLE 14

##### **PERFORMANCE AND PAYMENT BONDS:**

A Performance and a Payment Bond shall be submitted by Contractor for all contracts in excess of \$50,000 or if indicated in Article 6.

Each bond shall be in the amount of the contract sum and shall either be in the form supplied by Owner or shall be in such other form as approved by Owner. Each bond shall comply with the requirements of C.R.S. § 38-26-105 and 106.

When indicated in Article 6, a clean irrevocable letter of credit to the City from a bank acceptable to the City may be substituted for the bond indicated. Such letter of credit shall not expire prior to one year following final settlement.

#### ARTICLE 15

##### **TIME:**

- 15.1 All time limits stated in the Contract Documents are of the essence of the Contract.
- 15.2 If the Contractor is delayed at any time in the progress of the Work by changes

ordered in the Work, by labor disputes, fire, unusual delay in transportation, unavoidable casualties, causes beyond the Contractor's control, or by any cause which the OR may determine justifies the delay, then the Contract Time shall be extended by Change Order for such reasonable time as the OR may determine.

- 15.3 The parties understand and agree that calculating actual damages for a delay in the completion of the Work is impossible. Therefore, a daily charge will be made against the Contractor for each calendar day that any work remains uncompleted after the elapse of the contract time. This daily charge will be deducted from any money due the Contractor. This deduction will not be considered a penalty but as liquidated damages.

The schedule of liquidated damages is as set in Table 15.1 below.

Original Contract Amount		Liquidated Damages per Day when Contract Time is Based
From More Than	To and Including	On Calendar Day or Completion
\$ 0	\$	\$
		Increase per each additional _____ Contract Amount or part thereof over
	No Limit	120

**Table 15.1**

- 15.4 Due account will be taken of any adjustment of the Contract Time for completion of the Work granted under the provisions of subsection 15.2 below. Permitting the Contractor to continue and finish the Work or any part thereof after lapse of Contract Time will not operate as a waiver on the part of the City of any of its rights under the Contract.

- 15.5 Any deduction assessed as liquidated damages under this subsection shall not relieve the Contractor from liability for any damages or costs resulting from delays to other contractors or subcontractors on the project or other projects caused by failure of the assessed Contractor to complete the Work according to Contract times.

**ARTICLE 16  
PAYMENTS:**

- 16.1 Payments shall be made as provided in Article 4 of this Agreement.

- 16.2 Payments may be withheld on account of (1) defective Work not remedied, (2) claims asserted or evidence which indicates probable assertion of claims, (3) failure of the Contractor to make payments properly to subcontractors or for labor, materials, or equipment, (4) damage to another contractor or Owner, or (5) unsatisfactory prosecution of the Work by the Contractor.
- 16.3 Final payment shall not be due until (1) the Contractor has delivered to the Owner a bond, a clean irrevocable letter of credit, cash or other security satisfactory to the Owner indemnifying Owner against any claim which has been asserted by anyone for labor, materials, equipment or otherwise arising out of the contract or on account of any claim which either City or Contractor believes may be asserted, (2) the City has inspected and approved the Work as complying with the contract, (3) written consent of surety, if any is given, (4) any manufacturers' or suppliers' warranties and equipment literature, and any as built plans required are delivered to Owner, and (5) notice of final settlement has been published in accordance with C.R.S. § 38-26-107.
- 16.4 The making of final payment shall constitute a waiver of all claims by the Owner except those arising from (1) unsettled claims, (2) faulty or defective Work appearing after Substantial Completion, (3) failure of the Work to comply with the requirements of the Contract Documents, or (4) terms of any special guarantees required by the Contract Documents. The acceptance of final payment shall constitute a waiver of all claims by the Contractor except those previously made in writing and still unsettled.

#### ARTICLE 17

#### **PROTECTION OF PERSONS AND PROPERTY AND RISK OF LOSS:**

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. He shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to (1) all employees on the Work and other persons who may be affected thereby, (2) all the Work and all materials and equipment to be incorporated therein, and (3) other property at the site or elsewhere. Contractor shall bear all risk of loss to the work, or materials or equipment for the work due to fire, theft, vandalism, or other casualty or cause, until the work is fully completed and accepted by the City. He shall comply with all applicable laws, ordinances, rules, regulations and orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. All damage or loss to any property caused in whole or in part by the Contractor, any subcontractor, any sub-subcontractor or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, shall be remedied by the Contractor, except damage or loss attributable to faulty Drawings or Specifications or to the acts or omissions of the Owner or OR or anyone employed by either of them or for whose acts either of them may be liable, but which are not attributable to the fault or negligence of the Contractor.

#### ARTICLE 18

#### **INSURANCE:**

18.1 Contractor shall maintain in force a Workmen's Compensation and Employer's Liability Insurance Policy in the amounts and with the coverage as required by the Workmen's Compensation Laws of the State of Colorado. A Certificate of such insurance shall be filed with the City.

18.2 Contractor shall also maintain the following insurance policies and coverage as indicated in the minimum amounts as indicated as follows:

18.2.1.  General Liability in the minimum amounts of \$424,000 per person for a single occurrence, \$1,195,000 for injury to two or more persons per occurrence for both bodily injury and property damage to include the following coverage:

- Comprehensive Form
- Premises/Operations
- Underground, Explosion and Collapse Hazard
- Products/Completed Operations
- Contractual
- Independent Contractors
- Broad Form Property Damage
- Personal Injury
- \_\_\_\_\_

18.2.2  Automobile Liability in the minimum amounts of \$\_\_\_\_\_ per person, \$300,000.00 per occurrence for bodily injury and \$\_\_\_\_\_ for property damage covering the following:

- Any Auto
- All Owned Autos (Private Passengers)
- All Owned Autos (Other than Private Passengers)
- Hired Autos
- Non-Owned Autos
- Garage Liability
- \_\_\_\_\_

18.2.2. Contractor shall either provide the City with a Certificate of Insurance providing that the above insurance cannot be cancelled without 30 days written notice to the City or they shall have the City included as an additional insured on such policies and provide the City with a copy of the policy, and all endorsements. A Certificate of Insurance stating that failure to mail the notice to the City shall impose no obligations or liability upon the insurance company shall not be acceptable. Contractor shall notify Owner or OR of any claims made on the above insurance policies for any other Contractor project.

ARTICLE 19

**PROPERTY INSURANCE:**

- 19.1 Unless otherwise provided, the Contractor shall purchase and maintain property insurance upon the entire Work at the site to the full insurable value thereof. This insurance shall include the interest of the Owner, the Contractor, subcontractors and sub-subcontractors in the Work and shall insure against the perils of Fire, Theft, Extended Coverage, Vandalism and Malicious Mischief. Such policy shall be an "all risk" Builder's Risk Policy.
- 19.2 Any insured loss is to be adjusted with the Owner and made payable to the Owner as trustee for the insured, as their interests may appear, subject to the requirements of any mortgage clause.
- 19.3 The Contractor shall file a copy of all such policies with the Owner prior to the commencement of the Work.
- 19.4 The Owner and Contractor waive all rights against each other for damages caused by fire or other perils to the extent covered by insurance provided under this paragraph. The Contractor shall require similar waivers by subcontractors and sub-subcontractors.

**ARTICLE 20**

**CHANGES IN THE WORK:**

- 20.1 The Owner, without invalidating the Contract, may order Changes in the Work consisting of additions, deletions, or modifications with the Contract Sum and the Contract Time being adjusted accordingly. Any such changes in the Work shall only be authorized by written Change Order signed by the Owner. All Change Orders must be accompanied by a written assurance from the Owner stating that lawful appropriations to cover the costs of the Change Order have been made and that said appropriations are available prior to the performance of the additional work.
- 20.2 The Contract Sum and the Contract Time may be changed only by Change Order.
- 20.3 The cost or credit to the Owner, if any, from a Change in the Work shall be determined by unit prices if specified in the Contract Documents, or by mutual agreement.
- 20.4 If the Owner requests a Change in the Work, the Owner will reimburse the Contractor on a periodic basis for costs incurred prior to finalization of the Change Order. In no event will periodic reimbursement be required before the Contractor has provided an estimate of the cost for the additional, compensable work to be performed.

**ARTICLE 21**

**CORRECTION OF WORK:**

The City will not pay for defective Work and will not pay for repair or additional Work required to bring the project to a point of acceptance. Possible Work adjustments shall be at the sole discretion of the City. The City may require such items of Work to be removed and replaced. Adjusted Work may be adjusted per the Contractor unit costs.

The Contractor shall correct any Work that fails to conform to the requirements of the Contract Documents where such failure to conform appears during the progress of the Work, and shall remedy any defects due to faulty materials, equipment or workmanship which appear within a period of one year from the Date of Final Settlement of the Contract or within such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents. The provisions of this Article 21 apply to Work done by subcontractors as well as to Work done by direct employees of the Contractor, and are in addition to any other remedies or warranties provided by law.

#### ARTICLE 22

##### **TERMINATION BY THE CONTRACTOR:**

If the OR fails to issue a Certificate of Payment for a period of thirty days through no fault of the Contractor, or if the Owner fails to make payment thereon for a period of thirty days, the Contractor may, upon seven days written notice to the Owner and the OR, terminate the Contract and recover from the Owner payment for all Work executed and for any proven loss sustained upon any materials, equipment tools, and construction equipment and machinery.

#### ARTICLE 23

##### **TERMINATION BY THE OWNER:**

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents or fails to perform any provision of the Contract, the Owner may, after seven days written notice to the Contractor and without prejudice to any other remedy he may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor or, at his option, may terminate Contractor's work under the Contract and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever method he may deem expedient, and if the unpaid balance of the Contract Sum exceeds the expense of finishing the Work, such excess shall be paid to the Contractor, but if such expense exceeds such unpaid balance, the Contractor shall pay the difference to the Owner. These rights and remedies are in addition to any right to damages or other rights and remedies allowed by law.

#### ARTICLE 24

##### **PERMITS:**

Contractor must obtain all appropriate permits. Fees for permits and inspections directly related to this construction will be paid by the Contractor.

ARTICLE 25

**MISCELLANEOUS PROVISIONS:**

- 25.1 This Agreement is being executed and is to be performed in the State of Colorado, and shall be enforced and construed according to the laws of the State of Colorado. In the event of action concerning this Agreement, the parties agree that venue for such action shall be in the Delta County District Court. In the event of such a dispute, the prevailing party shall, to the extent permitted by law, be entitled to an award of reasonable attorney fees and costs in addition to all other remedies.
- 25.2 Contractor shall not assign this Contract without the written consent of the Owner. The provisions of the Contract are binding on the heirs, successors or assignees of the parties.
- 25.3 The rights and remedies available under this Contract shall be in addition to any rights and remedies allowed by law.
- 25.4 No failure to enforce any provision of the Contract on account of any breach thereof, shall be considered as a waiver of any right to enforce provisions of this Contract concerning any subsequent or continuing breach.
- 25.5 The terms of this Agreement shall remain in full force and effect following final payment.
- 25.6 In lieu of customary lien rights, Sections 38-26-107 et seq. C.R.S., as amended, provides relief for any claimant having furnished labor, materials, rental machinery, tools, equipment or services toward construction of the particular public work in that final payment may not be made to the Contractor until all such creditors have been put on notice by publication in the public press of such pending payment and given opportunity to stop payment to the Contractor in the amount of such claims.
- 25.7 By executing below the Owner states that it has appropriated money equal to or in excess of the contract amount. The parties acknowledge and agree that no change order or other work order or other directive which requires additional compensation and causes the aggregate amount payable under this Agreement to exceed the appropriated amount, shall be issued unless appropriation for the costs thereof has been made. Contractor acknowledges that no Owner employee has the authority to bind Owner with regard to any payment for any work which exceeds amount appropriated for and payable pursuant to this Agreement. No provision of this Agreement shall be construed or interpreted: i) to directly or indirectly obligate Owner to make any payment in any year in excess of amounts appropriated for such year; ii) as creating a debt or multiple fiscal year direct or indirect debt or other financial obligation whatsoever within the meaning of Article X, Section 16 or Article X, Section 20 of the Colorado Constitution or any other constitutional or statutory limitation or provision; or iii) as a donation or grant by Owner to or in aid of



any person, company or corporation within the meaning of the Colorado Constitution.

25.8 The Owner and its duly authorized representatives shall have access to any books, documents, papers, and records of the Contractor and its Subcontractors that are related to this Agreement for the purpose of making audit, examination, excerpts, and transcriptions. Owner is subject to and bound by the Colorado Open Records Act, § 24-72-101 *et seq.* C.R.S. Any and all documents Contractor prepares pursuant to this Agreement may be subject to production and/or reproduction pursuant to those statutes, irrespective of any copyrights held by the Contractor. The Contractor hereby waives any other claims of any kind whatsoever against Owner for the Owner’s compliance or attempted compliance with the provisions of the Open Records Act.

25.9 Nothing herein shall be construed as a waiver, or partial waiver, by the Owner of any portion of the Colorado Governmental Immunity Act (“CGIA”), C.R.S. § 24-10-101 *et seq.*

ARTICLE 26

**ADDITIONAL PROVISIONS:**

SPECIAL PROVISIONS UNDER C.R.S. SECTION 8-17.5-101.

Exhibit B must be executed certifying that the contractor complies with Colorado State Law concerning employment of and/or contracting with illegal immigrants.

**CONSTRUCTION CONTRACT AGREEMENT SIGNATURE SECTION:**

This Agreement is dated \_\_\_\_\_.

OWNER:

**CITY OF DELTA:**

By \_\_\_\_\_

Signature

\_\_\_\_\_

Printed Name and Title

**CONTRACTOR:**

\_\_\_\_\_

By \_\_\_\_\_

Signature

---

Printed Name and Title

\*\*\*\*\* *END OF CONSTRUCTION CONTRACT* \*\*\*\*\*

## EXHIBIT B

(Attached to and made part of Contract Agreement dated \_\_\_\_\_.)

As used in this Exhibit, the following words or phrases shall have the following meanings:

- a. Contractor means the person firm or corporation with whom the City intends or has entered into a Contract.
- b. Worker without authorization means an individual who is unable to provide evidence that the individual is authorized by the federal government to work in the United States.
- c. E-Verify Program means the electronic employment verification program created in Public Law 104-208, as amended and expanded in Public Law 108-156, as amended and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program.
- d. Department Program means the employment verification program established pursuant to Section 8-17.5-102(5)(c), C.R.S.

The Contractor shall not:

- a. Knowingly employ or contract with a worker without authorization who will perform work under this Agreement; or
- b. Enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with a worker without authorization to perform work under this Agreement.

The Contractor certifies that it does not knowingly employ or contract with a worker without authorization who will perform work under this public contract for services, and that the Contractor will participate in the E-Verify Program or Department Program in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services. The Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in either the E-Verify Program or the Department Program. The Contractor is prohibited from using either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this public contract for services is being performed.

If the Contractor obtains actual knowledge that a subcontractor performing work under this public contract for services knowingly employs or Contracts with a worker without authorization, the Contractor shall:

- a. Notify the subcontractor and the City within three days that the Contractor has actual knowledge that the subcontractor is employing or Contracting with a worker without

authorization; and

- b. Terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to this Exhibit the subcontractor does not stop employing or contracting with the worker without authorization, except that the Contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or Contracted with a worker without authorization.

The Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment (“Department”) made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-101, *et seq.*

If Contractor violates this provision, the City may terminate the Contract for breach of the Contract. If so terminated, the Contractor shall be liable to the City for actual and consequential damages.

**EXHIBIT B- SIGNATURE SECTION**

Contractor

By \_\_\_\_\_ Title \_\_\_\_\_

City of Delta

By \_\_\_\_\_ Title \_\_\_\_\_

\*\*\*\*\* **END OF EXHIBIT B** \*\*\*\*\*

**CITY OF DELTA, COLORADO  
RESOLUTION NO. 3, 2024**

RESOLUTION OF THE DELTA CITY COUNCIL AUTHORIZING THE CITY ATTORNEY TO NEGOTIATE THE PURCHASE OF AND, IF NECESSARY, TO CONDEMN CERTAIN REAL PROPERTY KNOWN AS DELTA COUNTY ASSESSOR PARCEL NO. 345724207003 FOR THE PUBLIC PURPOSE OF CONSTRUCTING A TRAFFIC SIGNAL AT THE INTERSECTION OF WEST 5<sup>TH</sup> STREET AND CONFLUENCE DRIVE

WHEREAS, the City of Delta, Colorado (“City”) is a duly organized and existing home rule municipality in the State of Colorado, created and operating pursuant to Article XX of the Constitution of the State of Colorado and the home rule charter of the City; and

WHEREAS, the City possesses the power of eminent domain pursuant to Article XX, §§ 1 and 6 of the Colorado Constitution; Article I, Section 3 of the City Charter of the City of Delta; C.R.S. § 38-1-101, *et seq.*; and C.R.S. § 38-6-101, *et seq.*; and

WHEREAS, pursuant to C.R.S. § 38-6-101, so long as it serves a public purpose, the City may condemn private property to build, acquire, construct, or establish any public building or any other public work or public improvement; and

WHEREAS, it is necessary and in the public interest for the City to acquire the real property located at the corner of West 5<sup>th</sup> Street and Confluence Drive, known as Delta County Assessor’s Parcel No. 345724207003, (the “Subject Property”) to construct and maintain a traffic signal and the utilities necessary to operate the traffic signal; and

WHEREAS, acquiring the Subject Property to construct and maintain a traffic signal serves a public purpose and use by providing for traffic control and benefits the residents of the City of Delta and the general public through improved public safety; and

WHEREAS, the Subject Property is necessary for the construction of a traffic signal at the West 5<sup>th</sup> Street and Confluence Drive intersection, and there is an immediate need to take possession of same.

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

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

**Section 2.** The term “Subject Property” means the real property more particularly described in attached Exhibit A.

**Section 3.** The City Council hereby finds that the acquisition of the Subject Property for the purpose of constructing and maintaining a traffic signal will serve a proper, public and municipal purpose and use, and that such acquisition is necessary and essential to this public purpose and use. The City Council hereby declares its intent to acquire the Subject Property for the purposes stated herein.

**Section 4.** The City Manager or her designee, in consultation with the City Attorney, is directed to provide notice of the City's intent to acquire the Subject Property to the owner(s) of said property, to the extent they can be located. The City Manager is authorized to make offers for the Subject Property based upon fair market valuation of the same and is further authorized to execute agreements for acquisition of the Subject Property.

**Section 5.** If the City is unable to acquire the necessary property rights by negotiation and/or voluntary purchase, the City Attorney is hereby authorized to institute and prosecute eminent domain proceedings in the name of the City so as to acquire the Subject Property by condemnation. In the prosecution of any eminent domain action to acquire the Subject Property, the City shall have and retain all rights and powers lawfully delegated to it by the Colorado Constitution, the Delta City Charter, and C.R.S. § 38-1-101, *et seq.*, and C.R.S. § 38-6-101, *et seq.*

**Section 6.** The City Manager or her designee, in consultation with the City Attorney, is authorized to seek and to take immediate possession of the Subject Property as may be necessary for constructing a traffic signal and to make such deposits or other payments as may be necessary in connection therewith. If eminent domain proceedings are instituted, the City Attorney, in consultation with the City Manager, is authorized to retain such expert witnesses, including appraisers, as the City Attorney determines are necessary for the condemnation proceedings.

**Section 7.** The City Manager or her designee, in consultation with the City Attorney, are hereby specifically authorized to make such amendments or corrections to the legal description of the Subject Property to be acquired as may be reasonable or necessary.

**Section 8.** The City Council hereby finds, determines, and declares that this Resolution is promulgated under the general police power of the City of Delta, that it is adopted for the health, safety, and welfare of the public, and that this Resolution is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The City Council further determines that the Resolution bears a rational relation to the proper legislative object sought to be obtained.

**Section 9.** If any clause, sentence, paragraph or part of this Resolution or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent jurisdiction invalid, such judgment shall not affect application to other persons or circumstances.

**Section 10.** This Resolution shall take effect upon its passage and adoption.

APPROVED AND ADOPTED by the Delta City Council at a regular public meeting held on the 20<sup>th</sup> day of February, 2024.

DELTA CITY COUNCIL

---

Mayor

ATTEST:

---

City Clerk

**EXHIBIT A**  
**(Legal Description)**



### **Executive Session**

**Pursuant to C.R.S. 24-6-402(4)(b) for a conference with the District's attorney for the purpose of receiving legal advice on specific legal questions and/or pursuant to C.R.S 24-6-402(4)(e) for the purpose of determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and/or instructing negotiators regarding the District's water rights and pending water court Case No. 22CW3046**

<p>DISTRICT COURT, WATER DIVISION 4,          COLORADO          1200 N. Grand Ave., Bin A          Montrose, CO 81401-3146          (970) 252-4336</p> <hr/> <p><b>CONCERNING THE PROTEST OF:</b></p> <p><b>CITY OF DELTA</b></p> <p>TO FINAL ABANDONMENT LIST OF WATER          RIGHTS INVOLVING WATER RIGHT IN DELTA          AND MONTROSE COUNTIES</p>	<p style="text-align: center;">▲ COURT USE ONLY ▲</p>
<p><b>Attorneys for the State and Division          Engineers:</b>          PHILIP J. WEISER, Attorney General          PATRICK L. BARKER, Assistant Attorney          General, Attorney Reg. No. 42962*          Water Resources Unit          Natural Resources &amp; Environment Section          Office of the Colorado Attorney General          1300 Broadway, 7<sup>th</sup> Floor          Denver, CO 80203          Telephone: (720) 508-6297          Email: <a href="mailto:patrick.barker@coag.gov">patrick.barker@coag.gov</a>          *Counsel of Record</p> <p><b>Attorneys for Protestant City of Delta:</b>          David H. McConaughy, Attorney Reg. No. 26165          Nicole Garrimone-Campagna, Attorney Reg. No.          32088          Garfield &amp; Hecht, P.C.          910 Grand Avenue, Suite 201          Glenwood Springs, CO 81601          Telephone: (970) 947-1936          Facsimile: (970) 947-1937          E-mail: <a href="mailto:dmcconaughy@garfieldhecht.com">dmcconaughy@garfieldhecht.com</a>;  <a href="mailto:ncampagna@garfieldhecht.com">ncampagna@garfieldhecht.com</a></p>	<p>Case No. 22CW3046          (21CW3067)</p>
<p style="text-align: center;"><b>STIPULATION SPECIFYING MODIFIED SCOPE OF ABANDONED          WATER RIGHT</b></p>	

The State Engineer and the Division Engineer for Water Division No. 4 (the “Engineers”), and City of Delta (“Delta”), by and through their undersigned counsel, hereby stipulate to modify and specify the scope of abandonment of a certain water right included on the Final Revised Abandonment List (defined below), as follows:

1. Pursuant to the procedures set forth in section 37-92-401(4), C.R.S., the Division Engineer for Water Division 4 prepared the 2020 Final Revised Abandonment List (the “Final Revised Abandonment List”), which is the subject of Case No. 21CW3067 before the Court.

2. The Final Revised Abandonment List identified the water right referenced as the “Gunnison Pipeline” as being abandoned in part as to amount, and an alternate point of diversion for the “Gunnison Pipeline” water right referenced as the “Gunnison Tunnel and South Canal” as being entirely abandoned, through the following references:

Structure Name	Water Source	Decreed Amount	Abandon Amount	Remaining Amount	Abandon Decreed Use(s)	Admin Number	Adjudication Date	Appropriation Date	WDID
GUNNISON PIPELINE	Gunnison River	50.0000 (AP) cfs	40.0000 cfs	10.0000 cfs	ALL DECREEED USES	36904.00000	1954-03-20	1951-01-15	4001631
GUNNISON TUNNEL AND SOUTH CAN <sup>1</sup>	Gunnison River	0.0000 cfs	50.0000 cfs	0.0000 cfs	ALL DECREEED USES	36904.00000	1954-03-20	1951-01-15	6200617

The “Gunnison Pipeline” water right and the “Gunnison Tunnel and South Canal” alternate point of diversion are hereafter collectively referred to as the “Subject Water Right and Alternate POD.”

3. Delta timely filed a Protest to the Final Revised Abandonment List (“Protest”) on June 30, 2022, contesting the inclusion of the Subject Water Right and Alternate POD on the Final Revised Abandonment List. The Protest was bifurcated into the above-captioned case in accordance with Rule 12(c) of the Uniform Local Rules for All State Water Court Divisions (“Uniform Local Rules”).

4. Delta claims to own the Subject Water Right and Alternate POD. The Engineers take no position on Delta’s ownership claim, but, for the purposes of this Stipulation, the Engineers presume the claim of ownership is valid.

---

<sup>1</sup> The word CANAL was truncated to “CAN” in the Final Revised Abandonment List due to column width limitations.

5. Based on the above recitals, and after negotiation, the Engineers and Delta (collectively, the “Parties”) agree to resolve all disputed issues between them as to abandonment of the Subject Water Right and Alternate POD and the Protest on the following terms and conditions:

- a. Delta acknowledges and the Parties agree that the “Gunnison Pipeline” water right has been abandoned in part, to the extent of 10 cfs, for all of its decreed uses. The Parties further agree that 40 cfs of the “Gunnison Pipeline” water right remains valid and in effect for all of its decreed uses as result of abandonment of said 10 cfs.
- b. Delta acknowledges and the Parties agree that the “Gunnison Tunnel and South Canal” alternate point of diversion has been abandoned in part, to the extent of 20 cfs, for all of its decreed uses. The Parties further agree that 30 cfs remains in effect and available for diversion for all of its decreed uses at the “Gunnison Tunnel and South Canal” alternate point of diversion for the “Gunnison Pipeline” water right as a result of abandonment of said 20 cfs.
- c. In connection and consistent with the acknowledgements and agreements described in paragraphs 5.a. and 5.b., the proposed judgment and decree the Engineers will tender in Case No. 21CW3067 in connection with their motion for entry of a final abandonment judgment and decree pursuant to Rule 12(l) of the Uniform Local Rules shall confirm abandonment in part of the Subject Water Right and Alternate POD as described in paragraphs 5.a. and 5.b. by specifying the following:

Structure Name	Water Source	Decreed Amount	Abandon Amount	Remaining Amount	Abandon Decreed Use(s)	Admin Number	Adjudication Date	Appropriation Date	WDID
GUNNISON PIPELINE	Gunnison River	50.0000 (AP) cfs	10.0000 cfs	40.0000 cfs	ALL DECREED USES	36904.00000	1954-03-20	1951-01-15	4001631
GUNNISON TUNNEL AND SOUTH CANAL <sup>2</sup>	Gunnison River	0.0000 cfs	20.0000 cfs	30.0000 cfs	ALL DECREED USES	36904.00000	1954-03-20	1951-01-15	6200617

6. This Stipulation shall be enforceable as a contract between the Parties and, upon approval by the Court, as an order of the Court. This Stipulation shall

<sup>2</sup> The Engineers will ensure the word CANAL will not be truncated in the proposed judgment and decree the Engineers will tender to the Court for entry as the final abandonment judgment and decree.

*Stipulation Specifying Modified Scope of  
Abandoned Water Right  
Case No. 22CW3046  
Page 3*

inure to the benefit of and be binding on the Parties and their heirs, successors, assigns, and legal representatives. The signatories represent and affirm that they are authorized to bind the party for which they execute this Stipulation.

7. The Parties agree that, upon approval of this Stipulation as an order of the Court, the Court will retain its jurisdiction and authority to implement the terms of this Stipulation.

8. The Parties agree that nothing in this Stipulation alters the Engineers' legal or administrative authority to administer the diversion and beneficial use of water pursuant to sections 37-92-501 and -502, C.R.S.

9. Each Party shall bear its own costs and fees associated with this case and Case No. 21CW3067.

10. The Parties desire that this Stipulation be approved by and entered as an order of the Court and certified as a final judgment under C.R.C.P. 54(b) as to the claims of abandonment, in part, as described above, of the Subject Water Right and Alternate POD. The Engineers shall file a motion making such requests, and Delta consents to the filing of such motion. No party filed an entry of appearance in the Protest by the deadline for entry set forth in Rule 12(e) of the Uniform Local Rules, the Protest is "at issue" under Rule 12(f) of the Uniform Local Rules, and no party has sought to intervene as of the date of this Stipulation.

Dated this \_\_\_ day of February, 2024.

PHILIP J. WEISER  
Attorney General

---

PATRICK L. BARKER, #42962\*  
Assistant Attorney General  
Attorneys for the State and Division  
Engineers  
\*Counsel of Record

*Stipulation Specifying Modified Scope of  
Abandoned Water Right  
Case No. 22CW3046  
Page 4*

GARFIELD & HECHT, P.C.

---

David H. McConaughy, #26165  
Nicole Garrimone-Campagna, #32088

Attorneys for the City of Delta

*Stipulation Specifying Modified Scope of  
Abandoned Water Right  
Case No. 22CW3046  
Page 5*

**City Attorney Comments**

**City Manager Comments**

**Councilmember Comments**

