



A G E N D A

**Delta City Council
Regular Meeting**

**March 5, 2024
7:00 p.m.**

- A. Pledge of Allegiance**
- B. Changes to the Agenda**
- C. Citizen Comments**
- D. Approval of the February 20, 2024 Regular Meeting Minutes**
- E. Approval of Street Closure Applications for the Western Sky Balloon Festival**
- F. Resolution #4, 2024; Amending the Fee Schedule to Include Veteran Discount at Bill Heddles Recreation Center**
- G. Consideration of Police Patrol Units Purchase**
- H. Consideration to Purchase Crack Seal Materials**
- I. Consideration to Award and Approval Contract for Materials Testing for the Hillside Project**
- J. Consideration to Schedule a Show Cause Hearing for the Quick Buy Wine & Liquor Retail Liquor Store License**
- K. Ordinance #1, 2024; First Reading
Amending Chapter 8.24 of the Delta Municipal Code Declaring Gambling as a Public Nuisance**
- L. City Attorney Comments**
- M. Monthly Manager Report/City Manager Comments**
- N. Councilmember Comments**

Please preregister for the meeting:
Join Zoom Meeting
<https://us06web.zoom.us/j/83403742402>
One tap mobile
+17193594580. 83403742402#



Item A:

Pledge of Allegiance



Item B:

Changes to the Agenda

Item C:

Citizen Comments



Mayor Kevin Carlson called the meeting to order at 7:00 p.m. Also present were Councilmembers William Tedrow, and Mark Broome, along with City Manager Elyse Casselberry and City Attorney Nicole Garrimone-Campagna 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

The Clerk reported that the executive session needs to read the City not District's Attorney and Water Rights.

Citizen Comments

Josh Vigil, 1641 A Street, commented on the Hillside Street Project and the Veterans Park Design. He believes that the Veteran's Park is to help Veterans reflect and heal. He encouraged the City to find a local Veteran to be an advisor on the project.

Approval of the February 6, 2024 Special Meeting and Regular Meeting Minutes

It was moved by Councilmember Tedrow and seconded by Councilmember Broome to approve the minutes of the February 6, 2024 special meeting and regular meeting as presented by the Clerk. All in favor, motion carried.

Colorado KAT Coalition Request

The City Clerk provided a summary of the discussion last year during the budget process. There are no funds in the 2024 budget for Colorado KAT Coalition as there was not any direction to staff to put that in the budget.

Chaucey Edwards with Colorado KAT Coalition reported that their organization is working to increase the impact spay/neutering can have in Delta. They are working with Bergen who is also providing similar services in Delta. She provided information on the number of cats they have spayed or neutered. They are requesting \$15,000 to help with the costs of providing this service to the Delta community. This could cover the costs of spaying/neutering 200 cats.

City Manager Elyse Casselberry stated that these funds would come out of the general fund and would require a transfer from the reserves and/or transferred from other accounts.

There was discussion regarding the cat population and the need to educate the community regarding the increase in cat population.

There was consensus to have a work session on the topic to discuss the program further and whether the City can provide the funds as requested.

Regular Meeting, Delta City Council, February 20, 2024 (Cont.)

Consideration of Veterans Park Design Bid Award and Contract

City Manager Elyse Casselberry reported that back in 2020 there was a committee that was meeting regularly to discuss the Veterans Park. There were a lot of great ideas at that time, some more challenging than others. While those discussions are helpful in moving forward, engineering must be completed so that staff can seek grant funding for the installation. Staff will continue additional outreach to help with the project.

Parks Manager Shaun Barnard summarized the process of issuing an RFP for the design of the park. Staff received two bids and after review of the bids and determined that SCJ submitted a complete bid. Zeron only submitted for one phase of their proposed three-phase process.

Mayor Carlson questioned if the design has been completed.

Manager Barnard stated that a conceptual design has been done.

Councilmember Tedrow questioned if the funds for this contract are coming out of the conservation trust fund.

Staff clarified that this contract will come out of that fund.

It was moved by Councilmember Tedrow and seconded by Councilmember Broome to award the Veterans Park Design Bid to SCJ Alliance in the amount of \$54,000 and approve the contract. All in favor motion carried.

Consideration to Approve the Trimble Forensic X7 Scanning System, Subscription, Accessories and Training for the Delta Police Department

Commander Jarrod Lang reported that staff did some further research to answer some of the questions Council had at the previous presentation of this system. The staff report was provided to Council in their packets.

Mayor Carlson thanked Commander Lang and his staff for the additional information.

City Manager Elyse Casselberry reminded Council that the current system that the police department has the software is no longer supported.

Commander Lang also stated that the system is not working properly. He also provided some examples of how the system works and the successes that can occur during court proceedings.

It was moved by Councilmember Broome and seconded by Councilmember Tedrow to approve the purchase of the Trimble Forensic X7 Scanning System, Subscription, Accessories and Training for the Delta Police Department in the amount of \$55,105. All in favor, motion carried.

Amendment to Stryker Contract for HVAC at the Community Safety Center

City Manager Elyse Casselberry reminded Council that the HVAC units were removed from the construction contract with Stryker to allow staff time to work with the State to receive funding to help with electrification of the building and the purchase of the HVAC units. The State has

Regular Meeting, Delta City Council, February 20, 2024 (Cont.)

Amendment to Stryker Contract for HVAC at the Community Safety Center (cont.)

approved the award of the funding, the grant agreement has not been executed at this time. The contractor is at a point where the duct work needs to be completed. Staff is requesting to amend the contract with Stryker in the amount of \$396,199 to install the required electrical work and ducting for the new HVAC units. Once we have a grant agreement in place, there will be another amendment to purchase the units.

Councilmember Broome questioned if this is within the budget.

Manager Casselberry reported that there have been some change orders; however, the project remains to be within the budget at this time.

It was moved by Councilmember Carlson and Councilmember Tedrow to approve the amendment to the contract with Stryker for the HVAC system for \$396,199. All in favor, motion carried.

Consideration of the TWG Application for Economic Incentive

City Manager Elyse Casselberry stated that last month Delta Housing Authority requested a letter of support for their next residential project. At that time, they provided information on the project which will be a multi-family unit facility. The letter of support was provided; however, staff did not have enough information to determine if the housing authority would meet the requirements of the economic incentive program. Since then, TWG, who will be the contractor on this project, applied for the City's economic incentives. The incentive committee reviewed their portion of the request and approved those items. The remainder of the request is to be brought before the Council for their consideration. She explained that this is similar to what was approved during the senior housing project. This is not a true cost to the City, rather a waiving of the revenue. The approval of the request will result in the housing authority's application for tax credits more competitive. There is concern that if this is not approved, the housing authority will not be able to move forward with the project as they will not receive the needed funding. The incentive committee approved the waiver of the fire hydrant fee and the building permits for a total amount of \$38,000.

There was extensive discussion regarding all the items the housing authority is requesting to be waived. They also discussed the project and the need for this type of housing in the community.

It was moved by Councilmember Carlson and Councilmember Tedrow to approve the water/sewer tap fees in the amount \$268,900 for the TWG multi-family unit project with the additional \$38,000 approved by the incentive committee for a total amount of \$306,900. All in favor, motion carried.

Consideration of Youth Pool Resurfacing at Bill Heddles Recreation Center Bid Award and Contract

Recreation Manager Renee Ealey reported that the youth pool at the recreation center is needing to be resurfaced. Staff did put this in the budget for 2024. This pool was last resurfaced approximately 14 years ago. She summarized the bid process and the bids that were received. Staff is recommending Mid-America in the amount of \$75,000 for the resurfacing project.

Regular Meeting, Delta City Council, February 20, 2024 (Cont.)

Consideration of Youth Pool Resurfacing at Bill Heddles Recreation Center Bid Award and Contract (cont.)

Mayor Carlson questioned if the whale is being removed.

Manager Ealey stated the whale will remain the same.

City Attorney Nicole Garrimone-Campagna requested that Exhibit B of the contract be removed as that provision no longer applies.

It was moved by Councilmember Tedrow and seconded by Councilmember Broome to award the Youth Pool Resurfacing Bid to Mid-America in the amount of \$75,000 and approve the contract removing Exhibit B. All in favor motion carried.

Resolution #3, 2024; Condemnation of Property Located at the Intersection of West 5th Street and Confluence Drive

Electric Department Manager Adam Suppes stated that staff is seeking to obtain property that is at the corner of 5th Street and Confluence Drive for the traffic light being proposed at that intersection. Staff has worked with Delta County to try to contact the owners of the property and have learned that they are deceased. We have not been able to find the next of kin or a trust for the property. After consulting with the City Attorney, the best path forward is to move forward with condemnation. This is the first step into the process.

City Attorney Nicole Garrimone-Campagna explained the process. She also stated that Exhibit A of the resolution will be forthcoming as they are working with the County to get that finalized.

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 5TH STREET AND CONFLUENCE DRIVE

was read by the Clerk

It was moved by Councilmember Broome and seconded by Councilmember Tedrow to adopt Resolution #3, 2024. Roll call vote: Councilmembers Broome, aye; Tedrow, aye and Carlson, aye. Motion carried.

Executive Session

It was moved by Councilmember Carlson and seconded by Councilmember Tedrow to convene an Executive Session Pursuant to C.R.S. § 24-6-402(4)(b) for a conference with the City'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

Regular Meeting, Delta City Council, February 20, 2024 (Cont.)

Executive Session (cont.)

regarding the City's water rights and pending water court Case No. 22CW3046. All in favor, motion carried.

At 8:34 p.m., the Regular Meeting was recessed. The Executive Session was convened a short time later.

At 9:01 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 William Tedrow, and Mark Broome, as well as City Manager Elyse Casselberry, City Clerk Jolene Nelson and City Attorney Nicole Garrimone-Campagna. 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.

Consider Approval of Proposed Stipulation with State and Division Engineers for Settlement of the City's Abandonment Protest, Case No. 22CW3046

City Attorney Nicole Garrimone-Campagna stated that in 2020 the Division Engineer listed one of the City of Delta's water rights on the abandonment list. At that time, her office filed a protest on behalf of the City. Since that time, staff has been working with the Division Engineer to possibly reach a settlement agreement. She summarized the proposed agreement. This agreement will resolve the City's water right on the abandonment list.

It was moved by Councilmember Carlson and seconded by Councilmember Tedrow to approve the Stipulation with State and Division Engineers for Settlement of the City's Abandonment Protest, Case No. 22CW3046 and authorize the City Attorney to sign the stipulation. All in favor, motion carried.

City Attorney Comments

There were none.

City Manager Comments

City Manager Elyse Casselberry stated that the position for the work space and business incubator have been filled. Kara Riddle will be working for the business incubator and David Faires will be in the work space. Staff is actively doing the tool raiser for wood working and fabrications tools. She also stated that the Chamber has moved in to the work space area and is actively seeking membership.

Councilmember Comments

Councilmember Broome stated that he is happy to see the Veterans Park moving forward. He commented on the criminal reform and is grateful staff is putting together a joint meeting to discuss with the County.

Regular Meeting, Delta City Council, February 20, 2024 (Cont.)

Councilmember Comments (cont.)

Councilmember Tedrow commented on the 4th Street Hill project. He would like to see a tour of the Armory.

Manager Casselberry reported that the contractor intends to bring staff and Council through the building in April.

Councilmember Tedrow also commented on the recent CML and Club 20 meetings he attended. He stated that the Attorney General is concerned about social media, although it can be used as a tool it can also be used as a weapon.

Councilmember Broome questioned if he was able to talk with CML about the criminal reform.

Councilmember Tedrow stated that there are individuals looking into the topic and hopes to have some bills coming forward to address the criminal reform concerns.

Mayor Carlson thanked the citizens that are getting involved. He also thanked the local businesses for all that they do to support this community. He encouraged everyone to support the local businesses.

The meeting was adjourned at 9:17 p.m.

Jolene E. Nelson, CMC, City Clerk

**City of Delta Special Permit for Temporary Closure
Or Occupation of Public Right of Way (R.O.W.)**

Date of Application: 2/2/2024

PLEASE PRINT OR TYPE

Event Information:

Date & Specific Time of Event: July 5th + 6th

Location(s) of Event: Confluence Park

Name and Description of Event: Western Sky Balloon Festival

Applicant:

Name of Organization, Group, or Individual: City of Delta

Authorized Contact Person: Whitree Lear

Mailing Address: 531 N Palmer St Delta

E-Mail Address: Whitree@cityofdelta.net

Phone Number: (Day) 970 874-0923 ext 405 (Evening)

Special Equipment Needs (power, water etc.):

The following items have been received by the City of Delta:

- ☐ Application Fee of \$ _____
- ☐ Deposit of \$ _____ to be refunded no more than five (5) business days after the permitted event if the Right of Way (R.O.W.) closure area and adjoining property is made clean and litter free by applicant within 24 hours of the event.
- ☐ Proof of Special Event Insurance (\$1 million event liability policy).

Conditions For Use

1. Sales of food, beverage, and merchandise are not allowed without prior approval of the City.
2. A permit must be issued by the City of Delta Police Department for Beer and Wines to be sold and consumed on designated City property. If alcoholic beverages are to be distributed or sold, applicable State and Local Licenses must be obtained and approval from the City is required to obtain such permits. Permits are not available for distilled Liquor. Exact location of area proposed for sales and consumption of beer and/or wine during subject special event:

City of Delta Special Permit continued

Any authorized City of Delta representative may terminate the event at any time for any good cause and applicant must then immediately vacate. No refund will be given in such event.

R.O.W. Closure Regulations:

- No R.O.W. closure may occur in conjunction with any Special Events Liquor License, unless permission is granted by the City Council.
- No R.O.W. may be closed more than ten hours.
- Application must be submitted at least 30 days in advance of event.
- Event must conclude by 11:00 p.m.
- R.O.W. and adjoining walkway, etc. must be cleaned after event by applicant.

Date of R.O.W. Closure: July 5 + 6 *Can be open during the day on July 5th from 10:00a-4p*
Start Time of Closure: 5:00am Ending Time of Closure: 10:00pm

Describe R.O.W. area to be closed:

Kellogg Street from Gurnison River Drive
South to Gravel parking lot East of
Confluence Lake

Barricades, cones and signs needed:

Barricades: yes Signs: yes Cones: yes
Time and Date for Delivery: _____
Time and Date for Pickup: _____

Parade Regulations:

- Application must be submitted at least 60 days in advance of event.
- Each parade must organize and stage on 9th Street from Grand Avenue to Main Street with additional staging area on Main Street from 9th Street to 11th Street on the East side. The parade must then travel North on Main Street to 4th Street, turning off of Main Street, East onto 4th Street.
- Throwing candy and other items from moving vehicles is prohibited.

I understand that the City of Delta has no liability and provides no insurance for the protection of the applicant or event spectators. The applicant agrees to save and hold harmless the City and its employees from any and all claims and demands arising out of the use of the permitted areas and will defend any cause of action brought to enforce any such claims or demands against the City and/or its Employees.

Wear 2/2/2024
Signature of Applicant or Representative Date

The foregoing application for a special permit is hereby granted, subject to all terms, conditions and regulations previously stated and subject to all other applicable City Code regulations.

Mayor of the City of Delta Date

**City of Delta Special Permit for Temporary Closure
Or Occupation of Public Right of Way (R.O.W.)**

Date of Application: 2/21/2024

PLEASE PRINT OR TYPE

Event Information:

Date & Specific Time of Event:

July 4th 10:00am

Location(s) of Event:

Main Street

Name and Description of Event:

4th of July Western Sky Balloon Fest.
Parade

Applicant:

Name of Organization, Group, or Individual:

City of Delta

Authorized Contact Person:

Whitnee Lear

Mailing Address:

531 N Palmer Street Delta

E-Mail Address:

Whitnee@cityofdelta.net

Phone Number: (Day)

970 874-0923 ext 405 (Evening)

Special Equipment Needs (power, water etc.):

The following items have been received by the City of Delta:

- ☐ Application Fee of \$ _____
- ☐ Deposit of \$ _____ to be refunded no more than five (5) business days after the permitted event if the Right of Way (R.O.W.) closure area and adjoining property is made clean and litter free by applicant within 24 hours of the event.
- ☐ Proof of Special Event Insurance (\$1 million event liability policy).

Conditions For Use

1. Sales of food, beverage, and merchandise are not allowed without prior approval of the City.
2. A permit must be issued by the City of Delta Police Department for Beer and Wines to be sold and consumed on designated City property. If alcoholic beverages are to be distributed or sold, applicable State and Local Licenses must be obtained and approval from the City is required to obtain such permits. Permits are not available for distilled Liquor. Exact location of area proposed for sales and consumption of beer and/or wine during subject special event:

City of Delta Special Permit continued

Any authorized City of Delta representative may terminate the event at any time for any good cause and applicant must then immediately vacate. No refund will be given in such event.

R.O.W. Closure Regulations:

- No R.O.W. closure may occur in conjunction with any Special Events Liquor License, unless permission is granted by the City Council.
- No R.O.W. may be closed more than ten hours.
- Application must be submitted at least 30 days in advance of event.
- Event must conclude by 11:00 p.m.
- R.O.W. and adjoining walkway, etc. must be cleaned after event by applicant.

Date of R.O.W. Closure: July 4, 2024
Start Time of Closure: 9:00am Ending Time of Closure: 11:30am

Describe R.O.W. area to be closed: Main Street from 9th Street to 1st Street

Barricades, cones and signs needed:

Barricades: yes Signs: yes Cones: yes
Time and Date for Delivery: _____
Time and Date for Pickup: _____

Parade Regulations:

- Application must be submitted at least 60 days in advance of event.
- Each parade must organize and stage on 9th Street from Grand Avenue to Main Street with additional staging area on Main Street from 9th Street to 11th Street on the East side. The parade must then travel North on Main Street to 4th Street, turning off of Main Street, East onto 4th Street.
- Throwing candy and other items from moving vehicles is prohibited.

I understand that the City of Delta has no liability and provides no insurance for the protection of the applicant or event spectators. The applicant agrees to save and hold harmless the City and its employees from any and all claims and demands arising out of the use of the permitted areas and will defend any cause of action brought to enforce any such claims or demands against the City and/or its Employees.

Whitnee Lear 2/2/2024
Signature of Applicant or Representative Date

The foregoing application for a special permit is hereby granted, subject to all terms, conditions and regulations previously stated and subject to all other applicable City Code regulations.

Mayor of the City of Delta Date

**CITY OF DELTA, COLORADO
RESOLUTION NO. 4, 2024**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DELTA
AMENDING THE CITY’S SCHEDULE OF FEES AND CHARGES.

WHEREAS, by Resolution No. 16, 2023, City Council adopted a fee schedule for 2024;

WHEREAS, the City Council desires to add a section to the Fee Schedule for Veteran discount at Bill Heddles Recreation Center as set forth below.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF DELTA, COLORADO:

1. Recitals. The foregoing recitals are incorporated herein as findings and determinations of the City Council.
2. Amending the Fee Schedule. The City Council hereby amends the Fee Schedule adding a section for Veteran Discounts at Bill Heddles Recreation Center as follows:
 - a. Active Duty – free admission
 - b. Veterans with a Purple Heart, Medal of Honor, and/or POW – free admission
 - c. All Veterans – 20% off all types of passes
3. Direction to City Clerk. The City Clerk shall amend and publish the Fee Schedule on the City website and make it available for inspection at City Hall.
4. Effective Date. This Resolution shall take effect upon adoption hereof.

ADOPTED this 5th day of March, 2025.

CITY OF DELTA, COLORADO

By: _____
Mayor

ATTEST:

City Clerk



Date: March 5th, 2024
To: Mayor, City Council
From: Rod Myers, Fleet/Facilities Manager
Cc: Elyse Ackerman-Casselberry, City Manager
Subject: Consideration of Purchase for 2024 Budgeted Patrol Vehicles

Recommendation:

Staff is recommending the replacement purchase of three model year 2015-2017 patrol units. Staff recommends to purchase the three (3) patrol units from Hellman Motor Co in Delta, Colorado for \$137,250.00.

Background:

During the 2024 budget process, staff budgeted to replace three police patrol units. The delivery times on the patrol units can vary from 2-12 months. The cost of the vehicles is for the vehicles themselves not the cost of upfitting. The cost of upfitting has been budgeted in the cost per unit. The City website and Bid Net were used for the IFB. Listed below are the results of bids received. Recommendations on what vendor to use is based on whether they are a local authorized vendor or a non-local authorized vendor that will supply parts, service and support in a reasonable amount of time. Vehicles will be drop shipped to an upfitter in Englewood, Colorado.

Vendor	Location	Make/Model	Cost each	Total cost	
Hellman Motor	Delta, Colorado	Ford/Explorer Patrol	\$45,750.00	\$137,250.00	
Victory Motors	Craig, Colorado	Dodge/Durango Patrol	\$44,500.00	\$133,500.00	
Sill-Terhar	Broomfield, Colorado	Ford/Explorer Patrol	\$44,528.00	\$133,584.00	

Cost to City:

Amount budgeted: \$75,000.00 ea = Total \$225,000.00

The cost to the City would be;

Vehicles: \$45,750.00 ea = Total \$137,250.00

Estimated Upfitting cost: \$17,500.00 ea = Total \$ 52,500.00

Vehicle graphics: \$700.00 ea = Total \$2,100.00

Estimated vehicle total: \$191,850.00

Action to be taken if approved:

If approved staff would submit the proper paperwork for signatures to the City Manager and Finance Department and then place the order for the vehicles.



To: City Council
From: Justin Parker – Public Works Manager
CC: Elyse Ackerman-Casselberry, City Manager
Date: 2/27/2024
Re: Purchase of Crack Seal Material

Summary: The Public Works Department is looking to move forward with the purchase of their first round of Crack Seal Material for the year. Hard to find a fair comparison as DISSCO is a wholesale manufacture and Kuhlman is retail.

DISSCO/ Denver Industrial Sales & Service CO. for \$25,863.70

- Price includes 44,100 lbs. of material and shipping costs.

Kuhlman for \$44,232.30

- Price includes price of material only as they would not give a shipping quote until a purchase is made.

Staff Recommendation: This recommendation is to move forward with DISSCO, based on price point. Since DISSCO is a wholesale manufacture of this product it makes this a sole source situation since we cannot get a fair price comparison.

Funding: This purchase of Crack Seal Material was included in the City Wide Capital Improvement Fund 2024 Budget Plan listed under “Streets Recurring Capital” – Pothole & Crack Seal Campaign # 19-48-31600



Crack Seal Roads 2024

Street	Miles
5th St. - From Riley to 1800 Rd	1.5
Riley	0.5
3rd St. - From Leon to Stafford	0.77
N, S & W Apple, Apricot Ln & Peach Ln	0.6
Veinte Dr.	0.3
Carpenter St.	0.17
Labor St.	0.25
Elizabeth St.	0.25
Rivervalley Ct.	0.04
Cottonwood St.	0.32
Rich St.	0.11
King St.	0.11
4th St. - From Alley to Mesa	0.22
Leon St.	0.75
Pioneer Circle Sub.	0.5
Bluff St.	0.52
Bluff Place	0.12
2nd St.	0.43
Dodge St. - From 2nd to 6th	0.36
Columbia - From 2nd to 6th	0.36
I Rd	1.3
Court House Block	0.33
	9.81

List of roads that we see to be in good condition that need maintenance to keep them in good standing condition to retain as much life out of them as possible



View Cart

Shipping

Payment


Review Order

Confirmation

Shopping Cart

[CONTINUE SHOPPING](#)

#1 - Items Stocked at Kuhlman Warehouse in Akron

Item	Description	Quantity	Price	Total	Remove
	<u>Crafcro Roadsaver 211 Hot-Applied Crack Sealant, 30-Pound Box</u> Kuhlman Item Number 7050430 Sold As: EA	1470	\$30.09	\$44,232.30	<input type="checkbox"/>

[Add To My Lists](#)

[UPDATE CART](#)

Need Assistance? Please Contact Us:



800-669-3309
419-784-8238
MON-FRI 8am-5pm EST



EMAIL
CUSTOMER SERVICE



LIVE CHAT
MON-FRI 8am-5pm EST

Product Subtotal: \$44,232.30

Have Questions Before Ordering? Then select Save Your Cart and Review with Customer Service. We can help you with questions about product features and capabilities, delivery options for shipments of large or heavy items for destinations outside of our local delivery areas near Toledo or Akron, and quantities in stock ready for immediate pickup or shipment. All by e-mail or phone before you place your order.

PROCEED TO SHIPPING OPTIONS

Continue Shopping

Save Cart For Later

**Save Cart & Review
With Customer Service**

CONTINUE SHOPPING

Customers Who Bought Items in Your Recent History Also Bought



ChemMasters ChemPatch V01 Concrete Repair Mortar, 50-Pound Bag



ChemMasters ChemRub, Cement-Based Rubbing and Resurfacing Compound, 50-Pound Bag



Simpson Strong-Tie Crack-Epoxy, Two-Part Kit, 9-Ounce



DENVER INDUSTRIAL SALES & SERVICE CO.
PHONE (303)935-2485
850 S LIPAN ST
DENVER, CO 80223

Quotation

Date; 2/19/2024
Estimate #; 2024-01-567

Quotation Made To:

City of Delta
360 Main St
Delta CO 81416-1837

Ship To

City of Delta
640 W 4th St
Delta CO 81416-1535
Will @ 970-901-2778

I am pleased to submit this quotation for your acceptance. Thank you for the opportunity to quote your material and/or equipment needs. Please take a look at the following numbers and if you have any questions please feel free to contact me.

Project		Terms	Rep	FOB
		Net 30	SWK	Plant
Item	Description	Qty	Unit Price	Total
34546-PM56	1b Crafcó Roadsaver 546 Low Tack Type I, PlexiMelt Meltable Packaging, 30 lb blocks, 70 blocks per pallet, 2,100 lbs net wt, ASTM D6690 Type II (D3405)	44,100	0.557	24,563.70
Shipping & Handling	Shipping & Handling	1	1,300.00	1,300.00

Applicable Sales Taxes (if any) are not included in the Total price.
Payment to be made as follows: Terms are as stated above with approved credit.
Prices are quoted F. O. B. Vendor unless otherwise noted above.
Actual quantity delivered may vary due to limitations imposed by USDOT and/or hauling capacity of transportation company.
Any options added shall be in addition to the above quotation.
This quotation shall remain open for a period of thirty (30) calendar days from date hereof.

Total	\$25,863.70
--------------	--------------------

Any contract arising from this quotation shall be expressly limited to the terms and conditions stated herein and the attached Invitation To Bid. Your acceptance of this quotation shall be deemed acceptance of those terms and conditions unless otherwise expressly consented to in writing by Denver Industrial Sales & Service Co. also known as DISSCO. We reserve the right to modify or withdraw this offer at any time prior to your acceptance. This quotation shall remain open for a period of thirty (30) calendar days from date hereof.

I would like to thank you for the opportunity to quote your material and/or equipment needs.

Quotation Made By: _____ Quotation Accepted By: _____

Date of Acceptance: _____

6165 W Detroit St. • Chandler AZ 85226
+1 (602) 276-0406 • +1 (800) 528-8242 • FAX +1 (480) 961-0513
www.crafco.com

READ BEFORE USING THIS PRODUCT

GENERAL

RoadSaver Low Tack Type 1 is a hot-applied petroleum-based product used to fill and seal cracks in asphalt or Portland cement concrete pavements in cool to warm climates. RoadSaver Low Tack Type 1 is supplied in solid form which when melted and properly applied forms a high stiffness, adhesive and flexible compound that resists cracking at winter temperatures and is highly resistant to flow or pick-up at extreme summer temperatures. RoadSaver Low Tack Type 1 is used in highway, street, airfield, and parking lot pavements and is applied to pavement cracks using either pressure feed melter applicators or pour pots. At application temperature it is a free flowing, self-leveling product. RoadSaver Low Tack Type 1 is specifically formulated to be a stiff, flow resistant, yet flexible product which is suited for use in areas subject to slow moving vehicle traffic where high resistance to pick-up or tracking is required. VOC = 0 g/l.

SPECIFICATION CONFORMANCE

RoadSaver Low Tack Type 1 meets the following requirements of ASTM D6690, Type II, "Joint and Crack Sealants, Hot-applied, for Concrete and Asphalt Pavements", (formerly ASTM D3405), AASHTO M301 and Federal Specification SS-S-1401C)

<u>Test</u>	<u>ASTM D6690, Type II Spec. Limits</u>
Cone Penetration	90 max.
Softening Point	176 °F (80 °C) min.
Asphalt Compatibility	Pass
Minimum Application Temperature	380 °F (193 °C)
Maximum Heating Temperature	400 °F (204 °C)

Additional limits for RoadSaver Low Tack Type 1 when heated to maximum heating temperature in accordance with ASTM D5167:

Softening Point (ASTM D36)	205 °F (96 °C) min.
Cone Penetration (ASTM D5329)	60 max.
Resilience (ASTM D5329)	40% min.
Flexibility (ASTM D3111)	
1/8" (3 mm) thick, 1" (25 mm) mandrel, 90° bend, 10 sec	Pass at -20 °F (-28 °C)
1/4" (6.4 mm) thick, 1/4" (6.4 mm) mandrel, 180° bend, 1 sec	Pass at 14 °F (-10 °C)
Viscosity (ASTM D4402)	50 poise max at 400 °F (204 °C)
Bitumen Content (ASTM D4)	60% min.
Tensile Adhesion (ASTM D5329)	500% min.

INSTALLATION

The unit weight of RoadSaver Low Tack Type 1 is 10.3 lbs. per gallon (1.23 kg/L) at 60 °F (15.5 °C). Prior to use, the user must read and follow Installation Instructions for Hot-Applied RoadSaver, PolyFlex, Parking Lot and Asphalt Rubber Products to verify proper product selection, heating methods, pavement preparation procedures, application geometry, usage precautions and safety procedures. These instructions are provided with each pallet of sealant.

PACKAGING

Product is supplied in either cardboard boxes, or in meltable boxless packaging. Both package types are labeled in accordance with OSHA, GHS, and specification requirements; are sold by net weight; are interlock stacked on 48 x 40 in. (122 x 102 cm) 4-way pallets; can be stored outside; and are covered with a weather resistant pallet cover and 2 layers of UV protected stretch wrap.

- **BOX** packaging consists of cardboard boxes containing 30 lbs. (13.6 kg) of product with 75 boxes per pallet, weighing approximately 2250 lbs. (1020 kg). Boxes contain a quick melting release film for easy removal and are taped closed, without any staples.
- **Meltable** packaging consists of approximately 30 lbs. (13.6 kg) completely meltable packages that are interlock stacked on pallets. To use, the pallet wrap is removed, and individual blocks are placed in the Melter. There are no individual cardboard boxes to open, empty, handle, or dispose of. Meltable packaging quickly melts into the product without affecting specification conformance. Meltable packaged sealant products are sold by the pallet only and individual packages are not indented for sale. For more details on meltable packaging go to <https://crafco.com/materials-documentation/>













WARRANTY

CRAFCO, Inc. warrants that CRAFCO products meet applicable ASTM, AASHTO, Federal or State specifications at time of shipment. Techniques used for the preparation of the cracks and joints prior to sealing or filling are beyond our control as are the use and application of the products; therefore, CrafcO shall not be responsible for improperly applied or misused products. Remedies against CrafcO, Inc., as agreed to by CrafcO, are limited to replacing nonconforming product or refund (full or partial) of purchase price from CrafcO, Inc. All claims for breach of this warranty must be made within three (3) months of the date of use or twelve (12) months from the date of delivery by CrafcO, Inc. whichever is earlier. There shall be no other warranties expressed or implied. **For optimum performance, follow CrafcO recommendations for product installation.**

READ BEFORE USING THIS PRODUCT

GENERAL RoadSaver Low Tack Type 1 is a hot-applied petroleum based product used to fill and seal cracks in asphalt or portland cement concrete pavements in cool to warm climates. RoadSaver Low Tack Type 1 is supplied in solid form which when melted and properly applied forms a high stiffness, adhesive and flexible compound that resists cracking at winter temperatures and is highly resistant to flow or pick-up at extreme summer temperatures. RoadSaver Low Tack Type 1 is used in highway, street, airfield and parking lot pavements and is applied to pavement cracks using either pressure feed melter applicators or pour pots. At application temperature it is a free flowing, self-leveling product. RoadSaver Low Tack Type 1 is specifically formulated to be a stiff, flow resistant, yet flexible product which is suited for use in areas subject to slow moving vehicle traffic where high resistance to pick-up or tracking is required. VOC = 0 g/l.

USAGE GUIDELINES RoadSaver Low Tack Type 1 pavement temperature performance limits are 70-28 for crack filling and 76-10 for crack sealing. Usage recommendations are shown in CrafcO pavement temperature grade charts at the right. Refer to CrafcO Product Selection Procedures to determine sealant or filler use and pavement temperature grades.

			Suited for Use
			Recommended
			Performance Limits
			Not Recommended

Low Temperature Grade (°C)	High Temperature Grade (°C)					
	°C	58	64	70	76	82
	-4					
	-10					
	-16					
	-22					
	-28					
	-34					
	-40					
	-46					

Pavement Temp for Sealant Usage

Low Temperature Grade (°C)	High Temperature Grade (°C)					
	°C	58	64	70	76	82
	-4					
	-10					
	-16					
	-22					
	-28					
	-34					
	-40					
	-46					

Pavement Temp for Filler Usage

SPECIFICATION CONFORMANCE

RoadSaver Low Tack Type 1 meets the following requirements of ASTM D6690, Type II, "Joint and Crack Sealants, Hot-applied, for Concrete and Asphalt Pavements", (formerly ASTM D3405), AASHTO M301 and Federal Specification SS-S-1401C):

Test

Cone Penetration
Softening Point
Asphalt Compatibility
Minimum Application Temperature
Maximum Heating Temperature

Additional limits for RoadSaver Low Tack Type 1 when heated to maximum heating temperature in accordance with ASTM D5167:

Softening Point (ASTM D36)
Cone Penetration (ASTM D5329)
Resilience (ASTM D5329)
Flexibility (ASTM D3111)
1/8" (3mm) thick, 1" (25mm) mandrel, 90° bend, 10 sec
1/4" (6.4mm) thick, 1/4" (6.4mm) mandrel, 180° bend, 1 sec
Viscosity (ASTM D4402)
Bitumen Content (ASTM D4)
Tensile Adhesion (ASTM D5329)

ASTM D6690, Type II Spec. Limits

90 max.
176F (80C) min.
Pass
380°F (193°C)
400°F (204°C)
205°F (96°C) min.
60 max.
40% min.
Pass at -20°F (-28°C)
Pass at 14°F (-10°C)
50 poise max at 400°F (204°C)
60% min.
500% min.

INSTALLATION

The unit weight of RoadSaver Low Tack Type 1 is 10.3 lbs. per gallon (1.23 kg/L) at 60F (15.5C). Prior to use, the user must read and follow Installation Instructions for Hot-Applied RoadSaver, Polyflex, Parking Lot and Asphalt Rubber Products to verify proper product selection, heating methods, pavement preparation procedures, application geometry, usage precautions and safety procedures. These instructions are provided with each pallet of sealant.

PACKAGING

Packaging consists of individual boxes of product which are palletized into shipping units. Boxes contain a non-adherent film which permits easy removal of the sealant. Each pallet contains 72 boxes which are stacked in six layers of 12 boxes per layer. The weight of product in each box does not exceed 40 lbs. (18kg) and pallet weights do not exceed 2,880 lbs. (1310kg). Pallets of product are weighed and product is sold by the net weight of product. Product boxes are manufactured from double wall kraft board producing a minimum bursting test certification of 350 psi (241 N/cm²) and using water resistant adhesives. Boxes use tape closure and do not contain any staples. Boxes are labeled with the product name, part number, lot number, specification conformance, application temperatures and safety instructions. Palletized units are protected from the weather using a three mil thick plastic bag, a weather and moisture resistant cap sheet and a minimum of two layers of six month u.v. protected stretch wrap. Pallets are labeled with the product part number, lot number and net weight. Installation Instructions are provided with each pallet in a weather resistant enclosure.

WARRANTY

CRAFCO, Inc. warrants that CRAFCO products meet applicable ASTM, AASHTO, Federal or State specifications at time of shipment. Techniques used for the preparation of the cracks and joints prior to sealing or filling are beyond our control as are the use and application of the products; therefore, CrafcO shall not be responsible for improperly applied or misused products. Remedies against CrafcO, Inc., as agreed to by CrafcO, are limited to replacing nonconforming product or refund (full or partial) of purchase price from CrafcO, Inc. All claims for breach of this warranty must be made within three (3) months of the date of use or twelve (12) months from the date of delivery by CrafcO, Inc. whichever is earlier. There shall be no other warranties expressed or implied. **For optimum performance, follow CrafcO recommendations for product installation.**



To:	City Council
From:	David Hood, City Engineer
CC:	Elyse Ackerman-Casselberry, City Manager
Date:	2/16/2024
Re:	Materials Testing for Hillside Project

Summary: On December 22, 2023, City Staff issued an RFQ for Materials Testing for Hillside. Following the City procurement code, Staff followed the RFQ process and opened the three received bids on 1/22/2024 at 2 pm in the City Hall Conference room. The received proposals are included in your packet.

Staff Recommendation: Though all consultants possess the qualifications, staff recommends awarding the project to Yeh and Associates. This recommendation is based on scoring criteria.

Funding: The Materials Testing at Hillside is funded by the RAISE Grant.





REQUEST FOR QUALIFICATIONS

**MATERIALS TESTING -QUALITY
ASSURANCE (QA) – HILLSIDE
STREET RECONSTRUCTION
PROJECT**

**Colorado Department of Transportation
(CDOT) # CM 315-008 SA # 24829**

Issued Date: December 22, 2023

Agent/Contact: David Hood

Submissions Must be Received by: January 22, 2024

Introduction:

The City of Delta, Colorado is soliciting statements of qualifications for Materials Testing – Quality Assurance (QA) from professional firms that are capable of providing services to support the City of Delta Hillside Reconstruction Project funded through CDOT. The successful respondent will Provide Material Testing (QA) services throughout the Hillside Reconstruction Project. The selected firm will work very closely with City Staff to ensure that the provided services meet the needs of the City and is in compliance with Colorado Department of Transportation (CDOT) requirements.

The City of Delta is located approximately 50 miles South of Grand Junction, Colorado on Hwy 50. The Hillside Reconstruction Project will start at the base of 4th street Hillside and Howard intersection and proceed up the hill to 7th and Hastings intersection.

Administrative Instructions:

By 12:00 PM on January 22, 2024, proposals shall be submitted either in hard copy or electronically to

Hard Copy: 360 Main St Delta, CO 81416 Attn: Jolene Nelson

Electronically: jolene@cityofdeltanet.net

Proposals will be publicly opened at 2:15 PM on January 22, 2024, in the City of Delta Conference Room located on the ground floor of City Hall. Late proposals will not be accepted and it is the responsibility of the respondent to ensure that proposals (including signed addenda) arrive by 2:00 PM on the date listed above.

The complete RFQ packet can be downloaded from the City webpage at <https://cityofdeltanet.net/rfps>. Addenda will be posted to the website and it is the respondent's responsibility to download, review, sign, and include addenda with their proposal.

The City reserves the right to amend this RFQ by an addendum at any time prior to the date set for receipt of statements of qualifications. Addenda will be posted on the City website under the News "RFP" tab at <http://cityofdeltanet.net/rfp.html>

SCOPE OF WORK

The City of Delta is requesting statements of qualifications from qualified professionals for Materials Testing Quality Assurance (QA) services throughout the duration of the Hillside Reconstruction Project. The Hillside Street Reconstruction Project will reconfigure the Leon/Hastings St, Hasting St at the 7th St intersection and resurface and widen Hillside/4th Street in approximately 2,400 lf. QA services are sought to review work as it is being completed during this construction project to ensure it meets Colorado Department of Transportation (CDOT) standards and specifications as well as design specifications of the project.

The Material Testing (QA) services through this contract will be required throughout the duration of the Hillside Street Project construction. Materials Testing (QA) consultant/ firm shall be qualified and able to provide all required certified test results (CTR) for the project. All required material testing and documentation shall be in compliance with relevant CDOT specifications/standards requirements. Material Testing (QA) service firm shall be available and provide any documentation and assistance necessary through project closeout. The construction period for this project is planned to be 240 working days, with work beginning approximately February of 2024 and lasting approximately into June of 2024 for material testing.

Please note, that this project is funded by CDOT and therefore must meet CDOT requirements. This contract will be paid using CDOT grant funds awarded to the City of Delta. The successful respondent will enter into a professional services agreement with the City of Delta. A sample of that contract is attached.

RFQ Package - Available December 22, 2023, online at the City of Delta “RFP” web page <https://cityofdelta.net/rfps>

Question Deadline- January 12, 2024, at 4:00 pm. All questions regarding the meaning or intent of this RFQ are to be emailed to David Hood, City Engineer at davidhood@cityofdelta.net. Written responses to questions will be posted on the City webpage via addendum no later than January 15, 2023, at 4:00 PM.

Proposal Submission Cut-Off – January 22, 2024, at 2:00 PM. All proposals shall be submitted and stamped at Delta City Hall located at 360 Main Street, Delta, CO 81416, or electronically via email to jolene@cityofdelta.net.

Public Proposal Opening – January 22, 2024, at 2:15 PM in the downstairs conference room of Delta City Hall at 360 Main Street, Delta, CO 81416.

*****END SCOPE OF WORK *****

SPECIAL CONDITIONS

A. Pre-Response Conference

Given the relatively straightforward nature of this project, a pre-response conference will not be held for this project.

B. Contact Person

During this request process, from issuance until a recommendation for award, Respondent shall not initiate contact related to this request with anyone other than the officially designated individual: For this RFQ, the contact David Hood, City Engineer davidhood@cityofdeltanet.net is the designated individual.

C. Question Deadline

All questions regarding this RFQ shall be directed to the individual listed above in writing via email. All inquiries shall clearly identify the name of the firm and the authorized representative, and the RFQ title.

The deadline for receipt of questions from respondents in regard to the RFQ is 4:00 PM on January 12, 2024.

Responses will be prepared by the City in an addendum and published on the City of Delta webpage at <https://cityofdeltanet.net/rfps> under MATERIALS TESTING -QUALITY ASSURANCE (QA) – HILLSIDE RECONSTRUCTION PROJECT. The addendum responses in writing are the only official answers. Responses will be posted no later than January 15, 2024, at 4:00 PM.

D. Submittal Instructions

Proposals should be submitted and stamped as received at Delta City Hall at 360 Main Street, Delta, CO 81416 or submitted electronically to jolene@cityofdeltanet.net by 2:00 PM on January 22, 2024.

Proposals shall be submitted at the time and place indicated in this RFQ and shall be enclosed in an opaque sealed envelope, marked with the Project title and name and address of the respondent and accompanied by the required documents. If the proposal has been sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "QUALIFICATIONS ENCLOSED" on the face of it.

Any response submitted electronically must be submitted in PDF format via email attachment to jolene@cityofdeltanet.net. The subject line must state "MATERIALS TESTING -QUALITY ASSURANCE (QA) – HILLSIDE RECONSTRUCTION PROJECT." **DO NOT** include any response information in the body of the email. The first page of the attachment should state the project title and name and address of the respondent. The next page should state "QUALIFICATIONS ENCLOSED" and then be followed by the required documents. Responses will be publicly opened in the City Hall Downstairs Conference Room at 2:15 PM on January 22, 2024. Any submission received after the cut-

off date shall be returned unopened to the sender.

The submitted proposal should include the following:

- Scope of Work
- Special Conditions
- Statement of Qualifications
- Addendum (If Applicable) - Obtained from “RFP” webpage:
<https://cityofdeltanet.net/rfps>

E. The Work to be performed under this contract shall be commenced as per dates in the Notice to Proceed and completed at the conclusion of construction which is planned for 240 working days.

F. Statement of Qualifications Format and Content

The City discourages overly lengthy and costly responses. However, for the City to evaluate responses fully and thoroughly, respondents should follow the format set forth herein and provide all of the requested information.

Introduction: Response must include a cover letter stating the complete legal name and type of legal entity (e.g., corporation) of the vendor submitting the response, the mailing address, the telephone number, and the name of the person the City should contact regarding that submission. The cover letter must bear the signature of the person having actual authority to make the submission on behalf of that entity.

Experience and Qualifications: Responses must provide a narrative description of the organization of the project team. Each response shall demonstrate the specific knowledge and experience in performing materials testing/QA work. Responses must provide a personnel roster that identifies each person who will work on the contract and provide the following information about each listed person:

- Title
- Relevant Qualifications
- Location, where they work

References: Each response must include a list of at least three (3) projects that the respondent completed within the last five (5) years. The projects must be a project where the respondent has provided or is providing material testing/QA service that are similar to the project outlined in this RFQ. References should include the project name, the project location/address, the project size, a description of the project, the date the project was or is scheduled to be completed, the final construction cost of the project, and a contact person and telephone number for the owner of the project.

Other: Each response shall contain a proposed schedule for the timely completion of services.

G. Evaluation Factors

The City of Delta will evaluate qualifications utilizing its evaluation rubric which evaluates a respondent's 1) understanding of the project, 2) proposed work plan and approach, 3) project schedule, 4) experience and qualifications, and 5) reference follow-up. Each item is evaluated on a scale of 1-10. A Score of 1 is no response and a 10 is perfect.

If after preliminary evaluation the City determines further discussion with qualified firms is necessary, the City will schedule virtual interviews with respondents determined to be most qualified. If necessary, virtual interviews would take place after bid closing date. Interviews may not be necessary.

***** ***END OF SPECIAL CONDITIONS*** *****

Response Form

MATERIALS TESTING -QUALITY ASSURANCE (QA) – HILLSIDE RECONSTRUCTION PROJECT

Response Submission Cut-Off- January 22, 2024, @ 2:00 PM, all responses shall be submitted and stamped at the City of Delta City Hall, 360 Main Street, Delta, CO 81416 or submitted electronically to jolene@cityofdelta.net

Public Response Opening- January 22, 2024, @ 2:15 PM at the City of Delta City Hall, 360 Main Street, Delta, CO 81416.

Name of Vendor: _____

Estimated Start Date: _____

SUBMITTED on: _____, 20____

MATERIALS TESTING -QUALITY
ASSURANCE (QA) – HILLSIDE
STREET RECONSTRUCTION
PROJECT

Starting at the base of 4th street Hillside and Howard
intersection and proceeding up the hill to 7th and Hastings intersection

City of Delta, Colorado

Colorado Department of Transportation (CDOT) # CM 315-008 SA # 24829

Respondent:

Grand Valley Consulting, LLC

Db a Geotechnical Engineering Group

John Withers, member

jwithers@geotechnicalgroup.net

832 Northcrest Drive, Unit D

Grand Junction, CO 81506

QUALIFICATIONS ENCLOSED

Grand Valley Consulting, LLC dba

January 18, 2024



City of Delta
360 Main Street
Delta, CO 81416

Attention: jolene@cityofdelta.net ;
David Hood, City Engineer
davidhood@cityofdelta.net

Subject: INTRODUCTION to PROPOSAL FOR SERVICES
MATERIALS TESTING -QUALITY ASSURANCE (QA)
HILLSIDE RECONSTRUCTION PROJECT
From Base of 4th street Hillside and Howard Intersection and Proceeding Up
the Hill to 7th and Hastings Intersection
Delta, CO
Proposal No. 24-1231

Please accept my appreciation that Geotechnical Engineering Group (GEG) was contacted to provide materials testing services for the referenced project. The legal name and respondent contact information are:

Grand Valley Consulting, LLC
Dba Geotechnical Engineering Group
John Withers, It's member
jwithers@geotechnicalgroup.net
970-261-3415
832 Northcrest Drive, Unit D
Grand Junction, CO 81506

John Withers, member is the contact person and person having authority to make this submission.

We are available to discuss the details of this Proposal for Services with you at your convenience. We appreciate your consideration of our firm in regard to this project and look forward to working for you.

Sincerely,
Grand Valley Consulting, LLC
dba Geotechnical Engineering Group
John Withers, P.E.
member/Engineer

A handwritten signature in blue ink, appearing to be "J. Withers", written over a faint circular stamp.

(1 copy E-mailed)

SCOPE OF WORK

We will perform the field and laboratory testing services for construction materials used to complete the project. Asphalt laboratory testing will be done by an independent third party. We will meet with the Contractor, City and Colorado Department of Transportation (CDOT) representatives to confirm and meet expectations regarding construction materials testing services. Typically, a CDOT Form 250 approach is used to identify, track and demonstrate compliance with requirements. Daily visits are made during construction of key elements to test and report quality assurance services such as these. Our schedule will follow the contractor schedule so as to mitigate impact to the contractor's schedule of work.

EXPERIENCE and QUALIFICATIONS

PROJECT TEAM

Project team members responsible for implementing the City of Delta Quality Assurance Plan are experienced and qualified. We will perform testing and report results to the contractor jobsite superintendent before leaving the site. The quality assurance testing team consists of the following:

Project Team

Quality Assurance	Geotechnical Engineering Group	Responsibilities
Program Administrator	John Withers	Field or Lab
Grand Junction Technician	Jason Marquiss	Field or Lab
Grand Junction Technician	Chris Hill	Field or Lab
Grand Junction Technician	Robert Anderson	Field or Lab

Resumes and certification records are contained in Appendix A.

PROJECT PROGRESS AND SUBMITTAL SCHEDULE

Quality assurance testing, which will be performed by GEG on an “as requested” basis, will be submitted to the contractor and City of Delta prior to the next day’s production.

INSPECTION AND TESTING

GEG will perform part-time quality control testing during construction. The contractor will be responsible for notifying GEG when work will be performed that requires testing. The contractor will schedule a Quality Control / Quality Assurance workshop prior to start of construction. Observation and testing services will be performed for work including civil review and documentation, utility trench and structure backfill compaction, grading fill compaction, pavement base course compaction, reinforcing bar documentation, Portland cement concrete properties, asphaltic concrete laydown density.

Sampling and testing procedures will be performed in accordance with the project specifications using the appropriate ASTM, AASHTO and/or CDOT standards and procedures. Referenced standards and procedures will include, but may not be limited to the following:

Agency	ASTM, AASHTO, CDOT	
Test Method	C117	D422
	C136	D698
	D1556	D2922
	D1557	D2922
	C31	D3017
	C39	D3665
	C172	D4318
	C143	C231
	C4832	D6103
	D1883	T-99
	T-180	

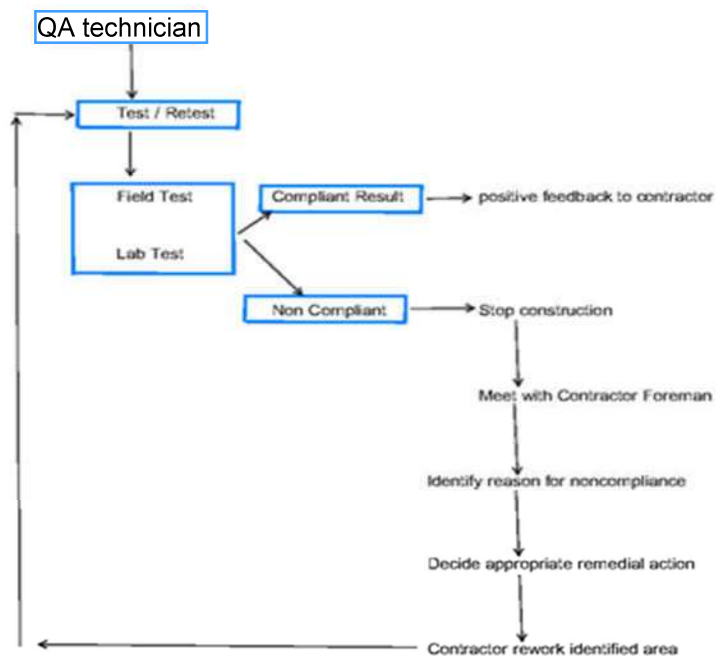
Quality Assurance laboratory and field testing will be performed by GEG on an as requested basis. Lab tests will be performed in GEG's laboratory in Grand Junction, Colorado under the direct supervision of the Program Administrator. Test locations will be generated randomly in general accordance with ASTM D3665. Test results will be provided to the contractor project superintendent, City of Delta representatives and as requested by City of Delta.

Daily test reports include the following information:

- A. Technician specification item number and description
- B. Test designation
- C. Location
- D. Date of test
- E. Control requirements
- F. Test results
- G. Causes for rejection, as applicable
- H. Recommended remedial actions, as applicable
- I. Re-tests, as applicable

In the event of non conforming test results, the following chart describes how we will communicate and achieve compliance before proceeding:

CHART DESCRIBING INTERACTION BETWEEN QA PERSONNEL AND CONTRACTOR



RECORDS AND REPORTING

Preliminary test reports will be supplied to the contractor superintendent at time of testing. Upon completion of the project, a final report will include any applicable comments (i.e. failing tests, retesting, etc.) and a test results summary.

IMPLEMENTATION OF CONTROL AND CORRECTIVE MEASURES

Should test results indicate noncompliance with project requirements, the following communication and follow-up action will be implemented:

1. Verbal Notification- to the Construction Superintendent and Project Engineer.
2. Retest to verify non-compliance.
3. Verify Equipment calibration and functional status.
4. Project Engineer may require a halt to operations or direct further testing dependent upon the type of non-compliance.
5. Determine appropriate remedial action. Observe reworking of nonconforming area and retest.

CONSTRUCTION ELEMENTS

This Quality Control Plan has been implemented to control the following individual elements of the project:

1. Embankment in Place Testing: To be performed by GEG by nuclear method.
2. Utility backfill in place testing: To be performed by GEG, by nuclear method.
3. Embankment/ grading fill materials properties testing: To be performed by GEG, in our Grand Junction laboratory (Proctor, gradation, Atterberg limits).
4. Utility backfill materials properties testing: To be performed by GEG, in our Grand Junction laboratory (Proctor, gradation, Atterberg limits).
5. Aggregate base course in Place Testing: To be performed by GEG by Nuclear Method.
6. Cast-in-place Portland cement concrete testing to be performed in the field and laboratory.
7. Asphalt density materials testing by GEG by Nuclear Method

REFERENCES

We recently completed similar scopes of work for the following projects:

1. Grand Junction Regional Airport 2022, 2023, 2024- ongoing
Client Kelley Trucking, Inc.
Project is grading and infrastructure improvements for north runway expansion
\$20MM
2. Love's Truck Stops Grand Junction 2022, Parachute 2022-2023, Cortez 2023
Client Love's Truck Stops
Project is geotechnical engineering and construction materials testing
\$5MM each site
3. Cimarron Mesa Subdivision, Grand Junction
Client Applewood South, LLC
Project is geotechnical engineering and construction materials testing services for infrastructure project including review and acceptance by City of Grand Junction
\$5MM
4. Bridge Replacement at 34- F.9 Roads, Mesa County 2021-2022
Client K&D Construction
Project is geotechnical engineering and construction testing services including review and acceptance by Colorado Department of Transportation (CDOT)
\$3MM

Sincerely,
GRAND VALLEY CONSULTING, LLC.
DbA GEOTECHNICAL ENGINEERING GROUP

John Withers, PE
Engineer



APPENDIX A

Resumes and Qualifications

JOHN P. WITHERS, P.E. ENGINEER

PROFESSIONAL EXPERIENCE

Mr. Withers has more than 30 years of experience in construction, rehabilitation and environmental projects and specializes in foundation engineering, foundation remediation, and embankment engineering.

Mr. Withers has completed engineering assignments on major projects in Colorado, Utah, Wyoming, Texas, Nebraska, South Dakota, Iowa, and the Commonwealth of Puerto Rico. These projects include large earthwork construction including dam and other large earth cut/fill; transportation systems including roadways and runways; municipal projects including infrastructure rehabilitation and wastewater treatment facilities; commercial and industrial structures; and environmentally impacted sites.

PROJECT EXPERIENCE

Denver International Airport (DIA) runway construction, Denver, Colorado

As a staff engineer for CTL/ Thompson, I worked as a member of the QA team to test embankment fill placement of the first runway projects in 1992 thru 1994.

Chevron Skinner Ridge – Garfield County, Colorado

I worked as engineer of record for energy infrastructure construction project from 2007 to 2010. Our services to Chevron grossed more than \$1 million per year. My duties included project management, design and design review of roads, embankments, water treatment systems, sewage disposal, structure foundations, civil plans, geotechnical investigations and construction materials testing.

Town of Collbran – Mesa County, Colorado

I evaluated the Town's existing public works systems, made recommendations for project funding in order of urgency, published project plans and monitored construction in 2007 and 2008. My work included application to the State of Colorado Department of Local Affairs (DOLA) for grant funding. I reviewed and made recommendations to Town Trustees regarding water rate structure based on DOLA comments. I published construction plans and specifications and monitored construction of the 2008 Raw Water Systems Improvements project.

State of Colorado, Oil and Public safety- Leaking Underground Storage Tank Site, 1st and Grand, Grand Junction, Colorado

Worked as project manager to investigate, characterize and identify source of petroleum impacts to groundwater at the subject site.

Education

Bachelor of Science, Civil Engineering, Colorado State University, 1989

Registrations

Professional Engineer: Colorado, No. 30324; Utah, No. 380001-2202; Wyoming, No. 12572; New Mexico, No. 18840; Texas, No. 104526

Colorado Department of Labor and Employment-Division of Oil and Public Safety, Listed Consultant, No. 6286

Certifications

40-Hour Hazardous Waste Site Operations Training

Stormwater Management Planner, USEPA

Operations and Safety of Nuclear Testing Equipment

Building on Expansive and Collapsing Soils, Colorado State University

ASTM Phase 1 Environmental Site Assessment, Colorado School of Mines

Affiliations

American Society of Civil Engineers

Colorado Association of Geotechnical Engineers

Work History

Grand Valley Consulting, Engineer, 2013 to present

Geotechnical Engineering Group, A Terracon Company, Office Manager, Principal Engineer, 2011-2013

Geotechnical Engineering Group, President, 1997-2011

GTG Geotechnical/Environmental Services, Ltd., Project Engineer and Office Manager, 1995-1997

CTL/Thompson, Inc., Staff/Project Engineer, 1990-1995

Chen-Northern, Inc., Project Field Engineering Technician, 1989-1990

Stresswall International, Consultant, 1985-1989

Grand Valley Consulting, LLC

JASON A. MARQUISS
631 ½ Highline Drive, Clifton, CO 81520 (303) 908-1698
JMarquiss@geotechnicalgroup.com

SUMMARY OF QUALIFICATIONS

- 2 years (2019) as Manager of Field Services, Geotechnical Engineering Group, Grand Junction, CO
- 10 years material testing experience with Terracon Consultants. Job titles include Laboratory Technician, Materials Engineering Technician, Materials Testing Department Scheduler/Dispatcher and Facilities Engineering Technician.
- 12 years experience providing complex field and laboratory tests for soils, concrete and asphalt, and various other materials testing inspections. Performance of appropriate quality assurance/control tests. Reviewing test data for compliance with project requirements.
- Proficient in various software programs including Microsoft Office, Word, Excel and Outlook Web Access.
- 7 years experience working in a professional office environment dealing with customer/client issues including scheduling, compliance, budget related issues, project management and dispatching the whole of the Materials Testing department.
- Clean driving record with no incidents while using a company vehicle.
- Colorado State High School Graduate 2004.

PROFESSIONAL EXPERIENCE

2017- 2019/ current : Geotechnical Engineering Group, Manager of Field Services.

June 2010 - 2017: Terracon Consultants Field and Laboratory Materials Technician, primary Materials Department Scheduler and Dispatcher.

August 2007 - January 2010: Terracon Consultants Field and Laboratory Materials Technician.

January 2005 - August 2007: Professional Service Industries Field and Laboratory Materials Technician

CERTIFICATIONS

ACI Concrete Testing Technician
WAQTC Soil Testing Technician
Nuclear Gauge Operation and Safety

Christopher Hill
Grand Junction, Co 81503 * Cell: 970-210-5044 *
Email: chill@geotechnicalgroup.net

Education:

Bachelor of Science in Civil Engineering
May 2015
Colorado State University, Fort Collins, Co

Relevant Coursework

- Intermediate AutoCAD
- Civil Engineering Project Management
- Geotechnical Engineering and Geotech Lab
- Materials Engineering and Materials Lab
- Geology and Geology Lab
- Concrete Design

Program Experience

- AutoCAD and AutoCAD Civil3D
- Storm and Sanitary Analysis
- Microsoft Office Excel/Visual Basic
- MatLab
- ArcGIS

Certifications:

Fundamentals of Engineering Exam: State of Colorado, January 2016
ACI Concrete Field Testing Technician
Nuclear Gauge Operation and Safety

Engineering Experience:

Staff Engineer, Geotechnical Engineering Group, Grand Junction

March 2018 – presently employed

Construction Materials Testing Technician specializing in embankment fill testing and soil investigations

Assistant Engineer / Intern, Olsson Associates, Grand Junction/ Loveland, Co

May 2014 – Oct 2017

- Client Coordination (Taking phone calls, setting up meeting, and applying client's needs to projects)
- Project Design (Grading, Drainage, Utility and Site layout) for residential and commercial sites
- Detention pond and outlet structure design calculation and sizing
- Design and preparation of construction drawings

- Erosion Control report creation
- Oil and Gas site design and grading design
- Review Geotech and Soils reports prior to site design

Vortex Engineering, Grand Junction, Co

May 2013 – Aug 2013

- Assist Engineers with redline work on projects
- Work with the CAD Drafters in Civil 3D projects
- Go to job sites and help perform surveys
- Help conduct site inspections

Memberships and Extracurricular Activities:

- Member American Society of Civil Engineers
- Colorado State University Steel Bridge Team 2013-2014
- Colorado State University Basketball Pep Band 2010-2015
- Boy Scouts of America Eagle Scout
- DeMolay Columbine Chapter Master Counselor
- National Honors Society Central High School
- National Society of Leadership and Success CSU– Historian
- Chemistry Mentor Central High School
- Low Brass Section Leader Central High School

Honors Received:

- Colorado School of Mines Medal of Achievement in Math and Science
- Mesa County Valley School District 51 - 4.0 or above Superintendent's Scholar Award - 2010
- Employee of the month Regal Cinemas (Dec 2008, June 2009, July 2012)
- Masonic Award – Outstanding Boy of the Year – Orchard Mesa Middle School 2006
- President's Education Awards Program – Outstanding Academic Excellence 2006

References available upon request



ROBERT ANDERSON, EIT
Grand Junction, CO * Cell: 970-210-5698 *

Education:

Mesa State College 1996-1997 (Major: Engineering)
Colorado School of Mines 1997-2000 (Major: Mechanical Engineering)

Certifications:

Liability IQ for Architects and Engineers
Safe Land Certification
FAA Part 107 Certification
Nuclear Gauge Operation and Safety
State of Colorado Fundamentals of Engineering Exam, engineer in training, EIT

Engineering Experience:

Senior Engineering Technician, Geotechnical Engineering Group, Grand Junction
August 2023 – presently employed

- Construction Materials Testing Technician

QA/QC Lead Representative, Northwind Group (UMTRA), Moab, UT
February 2020 – March 2023

- QA/QC of uranium fill being placed, surveying, building “as constructed” plans, create surface models for entire site, calculate fill quantities, review outsourced laboratory testing, fiscal end of the year reports that detail metrics of material placed

Colorado EarthWork Consulting, LLC, Grand Junction
August 2010 – August 2023

- Prepare project earthwork bids for third party contractors, drone surveying, septic system design and “as built”. Technical support for Geotechnical Engineering Group.

Staff Engineer, Geotechnical Engineering Group, Grand Junction
April 2004 – August 2010

- Construction Materials Testing Technician, Prepare soil reports for residential, commercial and oil field related projects, calculate settlement, bearing capacities, supervise lab and field work, design septic systems, slope analysis, analysis of rock fall, dam and slope design, review civil design for oil and gas related fields, drafting on AutoCAD, observe “as built” for septic field construction

Software:

AutoCad, AutoCad Civil 3D, Pix 4D
Trimble Business Center, Microsoft Office Suite 2010 and Office 365
WinPas, Slide

References available upon request



Huddleston-Berry
Engineering & Testing, LLC

2789 Riverside Parkway
Grand Junction, Colorado 81501
Phone: 970-255-8005
Info@huddlestonberry.com

January 12, 2024

City of Delta
360 Main Street
Delta, CO 81416

Attention: Jolene Nelson

Subject: Materials Testing – Quality Assurance (QA) – Hillside Street Reconstruction Project

Reference: *Colorado Department of Transportation*
(CDOT) #CM 315-008 SA #24829

Dear Ms. Nelson,

This letter was prepared in response to the referenced RFQ/P to provide Professional Services for Materials Testing Quality Assurance for the Hillside Street Reconstruction Project. Huddleston-Berry Engineering and Testing, LLC (HBET) is pleased to express our interest in providing construction materials testing quality assurance services for the project. Our response to the RFQ is attached.

The primary point of contact and authorized representative with Huddleston-Berry Engineering and Testing, LLC is Michael A. Berry, P.E (mberry@huddlestonberry.com). However, Jason D. Collard (jcollard@huddlestonberry.com) is also an authorized representative.

Huddleston-Berry Engineering and Testing, LLC has endeavored to be the preferred provider of geotechnical engineering, construction materials testing quality assurance, quality control, and special inspection services in Western Colorado. Huddleston-Berry Engineering and Testing, LLC has a substantial history working with Delta County and the City of Delta, and endeavors to continue to provide a meaningful contribution to the growth and prosperity of Western Colorado. As indicated in the attached information, HBET can provide the full range of geotechnical, construction materials testing, and special inspection services for this project – including third party and State of Colorado inspections.

Thank you for the opportunity to submit our response to the RFP and please contact us if you have any questions or comments regarding the contents of the attached documents.

Respectfully Submitted:

Huddleston-Berry Engineering and Testing, LLC

Jesse Lueras
Project Manager



Huddlestone-Berry
Engineering & Testing, LLC

STATEMENT OF QUALIFICATIONS

January 12, 2024

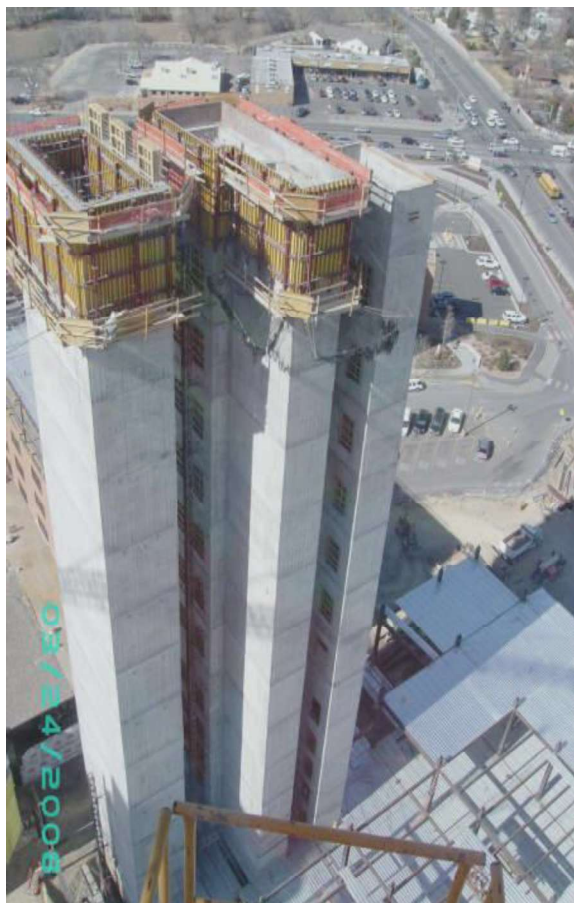
**Huddlestone-Berry Engineering and Testing, LLC
2789 Riverside Parkway
Grand Junction, Colorado 81501**

A. QUALIFICATIONS/EXPERIENCE/CREDENTIALS

A.1 COMPANY PROFILE

Huddleston-Berry Engineering and Testing, LLC (HBET) was formed in 2005 located at 2789 Riverside Parkway in the City of Grand Junction at the urging and with the encouragement of clients and local community development leaders. The service level demonstrated by the HBET key personnel is quickly becoming the new industry standard, and HBET was formed to provide this new standard level of service on a consistent, reliable basis. HBET takes pride in having developed an infrastructure that accommodates both the individual or small developer/builder needs, and the complex project management and support requirements of large construction and development projects. Through careful development of this infrastructure and the right combination of technical expertise and a comprehensive understanding of the industry needs, HBET is able to offer this premium level of service without charging a premium—keeping rates and project costs competitive.

Huddleston-Berry Engineering and Testing, LLC is a limited liability company formed in the State of Colorado to provide geotechnical engineering, construction materials testing, special inspection, and consulting services to developers, municipalities, contractors and individuals. The company is owned by Michael A. Berry, P.E. and Jason D. Collard.



Huddleston-Berry Engineering and Testing, LLC has the resources and depth of expertise to handle even the largest of projects. However, as the company has grown, HBET has strived to provide personalized, responsive service to all clients – large or small. In addition, Huddleston-Berry Engineering and Testing, LLC prides itself on being a positive force in Western Colorado. HBET has donated field, laboratory, and managerial resources to several non-profit groups including Habitat for Humanity, Catholic Outreach, Housing Resources of Western Colorado, and Hospice and Palliative Care. Working with clients, rather than strictly for clients, Huddleston-Berry Engineering and Testing, LLC endeavors to provide project outcomes that meet the needs of the company, our clients, and the community as a whole.

Laboratory, field and administrative operations are all based in the same main facility located in Grand Junction, Colorado. Temporary job-site facilities are managed by the primary facility, and are held to all of the requirements of the company quality system.

A.2 PROJECT TEAM

This section includes the resumes and biographical sketches of the specific key personnel who will be providing services.

A.2.1 Member Owner / Engineering Manager

Michael A. Berry, P.E.; Vice President of Engineering

Education/Certifications:

- Bachelors of Science (Geological Engineering) – Colorado School of Mines, 1996
- Master of Science (Civil Engineering) – Drexel University, 2004
- Master of Science (Engineering Management) – Drexel University, 2004
- P.E. Colorado – No. 39010
- P.E. Utah – No. 5911977-2202
- 40-Hour OSHA Hazardous Waste Operations and Emergency Response 29CFR1910(e), 1996
- 8-Hour OSHA Hazardous Waste Operations and Emergency Response Supervisor, 1999
- Radiation Safety Certification – Nuclear Testing Services

Professional History:

- Huddleston-Berry Engineering and Testing, LLC; VP Engineering Services/Senior Engineer, (2005-Present)
- Western Colorado Testing, Inc.; Principal Geotechnical Engineer (2004-2005)
- Gannet-Fleming, Inc.; Project Engineer (1998-2004)
- Berkshire Environmental, Inc.; Staff Engineer (1996-1998)

Professional Biography:

Mr. Berry has over twenty-five years as a geotechnical engineer responsible for geological and geotechnical projects. Mike has performed various calculations and computerized analyses for shallow and deep foundations, retaining walls, bridge substructures, pavements, slopes, landfills, infiltration structures, utilities, and water supply facilities. Responsibilities include scoping, contracting, coordinating, and directing subsurface investigations, geologic hazards investigations, geotechnical instrument installation, and geophysical investigations. He has been responsible for conducting Phase I, Phase II, and Phase III environmental site assessments, waste characterization, and remedial design. Other responsibilities include conducting groundwater studies for geotechnical and environmental purposes. Mike has managed subsurface investigations, instrument installation, and geophysical investigations and has supervised and directed operations of geophysical, drilling, excavating, and grouting contractors. Mike has written many detailed geotechnical, geological, hydrologic, and environmental reports and specifications.

A.2.2 Member Owner / Laboratory Manager

Jason D. Collard; Vice President of Construction Services

Education/Certifications:

- ICC – Combination Building Inspector
- ICC – Special Inspector, Structural Masonry
- ICC – Certified Member since 2001
- Colorado Department of Public Safety Division of Fire Protection – Certified Third-Party Inspector
- NICET Level III – Construction Materials Testing Soils, E.T.
- NICET Level III – Construction Materials Testing Asphalt, E.T.
- NICET Level III – Construction Materials Testing Concrete, E.T.
- Radiation Safety Certification
- ACI – Field Grade I Certification
- Hazardous Waste Operations and Emergency Response - HAZMAT
- 40 Hour – OSHA Safety
- 8 Hour – Supervisor Training

Professional History:

- Huddlestone-Berry Engineering and Testing, LLC; VP of Construction Services/Special Inspector (2007-present)
- Western Colorado Testing, Inc.; Project Manager/Special Inspector (2005-2006)
- AMEC, Western Technologies, F.M. Fox & Associates; (1987-2005)

Professional Biography:

Mr. Collard has over thirty years of experience in testing and supervising the testing of soils, concrete, asphalt, masonry, and other various special inspections. He is also experienced in the laboratory with the testing of soils, asphalt, and concrete. In his eighteen years at the large engineering firm AMEC, Mr. Collard worked up from an entry level engineering technician to becoming a senior special inspector and project manager where he managed multiple engineering technicians and special inspectors on several large-scale projects.

With Huddlestone-Berry Engineering and Testing, Mr. Collard has been able to apply his extensive experience to projects ranging from single-family residences to multi-story structures. In addition to his administrative responsibilities as a business owner, Mr. Collard manages the entire testing and inspection staff at Huddlestone-Berry. The depth and breadth of his testing and inspection experience is unmatched in Western Colorado.

A.2.3 Project Manager / Special Inspector

Jesse A. Lueras: Senior Project Manager, Special Inspector and Radiation Safety Officer

Education/Certifications:

- International Code Counsel – Spray Applied Fire-Resistant Materials
- ACI – Field Grade I Certification
- AS in Structural and Architectural Design, 2000
- Radiation Safety Officer (RSO)
- Radiation Safety Certification

Professional History:

- Huddlestone-Berry Engineering and Testing, LLC; Project Manager (2007-present)
- Science Applications International Corporation, (2003–2007)
- Save More Resources, (2001–2003)
- Peak Telecom Group, (2000–2002)
- Mid Coast Builders; Framer/Framing Inspector (1997-1998)

Professional Biography:

Mr. Lueras has over fifteen years of program management experience in Cement and Concrete Reference Laboratory (CCRL) and The AASHTO Materials Reference Laboratory (AMRL) including HBET's code and standard protocol compliance with these programs. He also manages the Nuclear Regulatory Commission (NRC), State and Federal Regulations as the Radiation Safety Officer for HBET's code and regulatory protocol compliance. He works as the Project Manager for laboratory and the field construction materials testing on soils, concrete, and asphalt for residential, commercial and municipal projects. He is also experienced in Special Inspections for reinforcing steel, concrete, masonry, wood framing, sprayed fire-resistant materials, intumescent fire-resistive materials, helical piers, drilled piles, screw piles, micro piles and caisson foundation installations for commercial projects, multi-story structures and other deep foundation installations. He has work experience as a framer and framing inspector out of Southern California working for Mid Coast Builders.

At Huddlestone-Berry Engineering and Testing, LLC he performed various lab and field testing, special inspections and maintenance of lab certification and accreditations. He has performed structural and non-structural concrete, reinforcing bar, masonry, wood framing, and fire proofing special inspections where applicable on various projects, but not limited to the Avalon Theater, Mesa County Work Force Center, Grand Junction Public Safety Facilities, St. Mary's Hospital, Marriott Spring Hill Suites, Value Place Hotel, Hobby Lobby, Sprouts, Grand River Mosquito Control, Catholic Outreach, St. Martin's, St. Joseph's Church, First Presbyterian Church, Lower Valley Fire Department, Grand Junction Readiness Center and various structures at Colorado Mesa University (CMU).

A.2.4 Senior Technician / Special Inspector

Brian Rabe; Senior Engineering Technician/Special Inspector/Laboratory Manager

Certifications:

- NICET Level III – Construction Materials Testing Soils
- NICET Level III – Construction Materials Testing Concrete
- NICET Level III – Construction Materials Testing Asphalt
- PTI – Unbonded Level 1 & 2 Inspector
- ICC – Reinforced Concrete Special Inspector
- ICC – Structural Masonry Special Inspector
- ICC – Spray-Applied Fireproofing Special Inspector
- ACI – Field Grade 1
- ACI – Laboratory Level 1
- ACI – Aggregate Level 1
- CAPA – Level A, B and C
- Humboldt – Permeability and Triaxial Shear
- Radiation Safety Certification
- OSHA – 10 Hour safety training

Professional History:

- Huddleston-Berry Engineering and Testing, LLC; (2010-Present)
- Capstone Enterprises West; Construction Services Manager (2006-2010)
- Western Colorado Testing; Senior Engineering Technician (2001-2006)
- Terracon; Engineering Technician (2000-2001)

Professional Biography:

At Western Colorado Testing Mr. Rabe performed and supervised materials testing for various local and remote CDOT, FAA and FHWA projects. He performed special inspections (Reinforced concrete, Masonry, Fire Proofing, deep soil foundations and shallow soil foundations) on various projects including the St. Mary's Parking Structure, Fidelity Mortgage, and the Pyramid Building.

At Capstone Enterprises he managed the construction services department. Other duties included geotechnical lab field and design work, special inspections, and construction services testing. He performed special inspections on various projects including Golds Gym and Victory Church. Developed in house procedures for lab testing and acted as a consultant for other firms to train their employees.

At Huddleston-Berry Engineering and Testing, LLC he performed various lab and field testing, special inspections and maintenance of lab certification. He performed special inspections on various projects including but not limited to the Grand Valley Power Building, American Furniture Warehouse, Marriott Spring Hill Suites, Grand Junction Readiness Center and various structures at Colorado Mesa University (CMU), and Veteran's Affairs Parking Structure.

A.2.5 Engineering, Field Inspectors/Technicians, and Laboratory Technicians

In addition to the above key personnel, HBET's staff includes field engineers, nine (9) field inspectors/technicians, and laboratory technicians. These individuals are responsible for the bulk of geotechnical and/or materials field and/or laboratory testing. Our field inspectors/technicians and engineers are experienced in geotechnical drilling and sampling, soil density testing using nuclear methods and sand cone methods, concrete sampling and testing, asphalt sampling and testing, masonry sampling and inspections, wood-framing inspections, light gauge metal framing inspections, reinforced concrete inspections, sprayed fire-resistant materials inspections, and other geotechnical and/or materials testing and special inspections. Our laboratory technicians are experienced in the whole range of soil mechanics testing, concrete testing, masonry testing, asphalt testing, and aggregates testing.

Summary of the certifications of our current field and laboratory personnel include:

CERTIFIED PERSONNEL		
Quantity	Certification	Experience
4	ACI Field Technician	4 10+ yrs
3	ACI Strength	3 10+ yrs
2	ACI Aggregate	2 10+ yrs
6	CAPA	6 10+ yrs
2	NICET Level III	2 20+ yrs
3	WAQTC	2 10+ yrs
1	PTI Post Tensioning	1 10+ yrs
3	ICC Special Inspectors	3 15+ yrs
1	ICC Certified Building Inspector	1 30+ yrs
1	State of CO 3 rd Party Inspector	1 30+ yrs
5	Structural Steel & Welding Inspector	3 15+ yrs

Overall, HBET has the largest staff in Western Colorado. In addition, ALL of our technicians/inspectors have at least three years of experience and most of our personnel have over ten years of experience. In addition, our staff is willing and able to work non-standard shifts such as nights and weekends if project requirements necessitate it.

While our competitors may be able to handle testing/inspections on one or possibly two concurrent projects, HBET has the depth and breadth of staff to handle MULTIPLE concurrent projects.

A.3 LABORATORY SERVICES

Huddleston-Berry Engineering and Testing, LLC has a full-service testing laboratory accredited with CCRL and AMRL with the capability of conducting soil mechanics testing, concrete properties testing, masonry properties testing, and asphalt properties testing. Our new building has a laboratory five times larger than our previous facility. At our new facility, we added a third compression machine, second gyratory compactor, and second asphalt burnoff oven in addition to other smaller testing equipment. In fact, HBET's facility is the only local laboratory that has a gyratory Pine compactor in compliance with State of Colorado specifications. This allows us to provide asphalt testing results faster than any of our competitors.

Our laboratory can conduct compressive strength testing on everything from small grout cylinders to fully grouted CMU blocks. In addition, concrete, masonry, grout, etc. samples are stored/cured in our climate-controlled moisture room providing storage for hundreds of samples. HBET's asphalt testing equipment includes two gyratory compactors and we can determine asphalt content using either our chemical extraction apparatus or burn-off ovens. In addition to basic soil mechanics testing equipment, HBET's laboratory includes twelve swell/consolidation apparatus, hydrometer equipment, a dedicated CBR/unconfined compression load frame, and direct shear apparatus. Overall, Huddleston-Berry Engineering and Testing's laboratory facilities rival those of companies twice our size.



A.4 SIMILAR PROJECT EXPERIENCE

The staff at Huddlestone-Berry Engineering and Testing, LLC has a wide range of expertise and experience in geotechnical investigations, geotechnical engineering, geotechnical support, construction materials testing, and special inspections. However, our working relationship with the local municipalities extends back to the beginning of Huddlestone-Berry Engineering & Testing.

B. STRATEGY AND IMPLEMENTATION PLAN

Huddlestone-Berry Engineering and Testing, LLC has a service-centered project approach. In order to provide a consistent high level of service HBET assigns a specific project manager to each project and maintains a core project team to maintain day-to-day continuity. HBET takes pride in the development of workload and project management structures that allow for rapid response to technical issues that arise during the project execution.

All work completed by HBET is conducted in accordance with the Huddlestone-Berry Engineering and Testing Quality Systems Manual. With regard to typical materials testing and/or special inspection services on a given project, several steps are also necessary. The specific steps for each project can vary; however, HBET has defined the steps that are applicable to most projects. A brief description of each of the steps HBET proposes to utilize on this project is outlined below, with specific cost, schedule, and/or quality control measures for applicable steps indented.

1. Meet with client to review plans and discuss project specific needs.
 - a. Identify areas where scope can be modified to reduce costs and/or expedite schedule based upon experience with similar projects in site vicinity
2. Develop materials testing plan
 - a. Evaluate required testing/inspection frequencies. Ensure that additional costs are not incurred due to unnecessary testing/inspections.
3. Complete testing
 - a. Coordinate closely with the contractor to complete multiple tests/inspections on a given trip to minimize overall project costs
 - b. Provide preliminary test reports to contractor and/or owner's representative.
 - c. Where test failures are encountered, develop a plan with the contractor to mitigate and reschedule testing while onsite.
4. Prepare testing reports
 - a. Peer review reports to ensure accuracy of data.
 - b. Ensure all testing frequencies have been met and that all failures have been corrected.

As part of our ongoing commitment to improving our services for the benefit of our clients, HBET is in the process of moving our construction materials testing and special inspections data processing to a fully integrated computer database system. The new system will permit our scheduling staff to update technician/inspector schedules on-the-fly. Technicians/inspectors will receive notifications on their mobile devices in real time and all of the testing/inspection reporting will be completed IN THE FIELD on their mobile devices. Once the

technicians/inspectors submit their reports FROM THE FIELD, the project manager will be immediately notified that the field reports are available to be reviewed. Once the new system is fully operational, HBET will be able to provide field testing and inspection reports for most projects within 24-hours.

C. REFERENCES

John Boulden
Schmueser Gordon Meyer
2768 Compass Drive, Suite 102
Grand Junction, CO 81506
Phone: 970-245-2571
Email: johnb@sgm-inc.com

Lance Kramer
FCI Constructors, Inc.
3070 I-70B, Bld. A
Grand Junction, CO 81504
Phone: 970-434-9093
Email: lkramer@fciol.com

Bret Guillory
JUB Engineers, Inc.
305 S. Main Street, Suite 6
Palisade, CO 81526
Phone: 970-208-8508

John Potter
Blythe Group + co
618 Rood Avenue
Grand Junction, CO 81501
Phone: 970-242-1058
Email: jpotter@theblythegroup.com

Dave Detwiler
Colorado Mesa University
1100 North Avenue
Grand Junction, CO 81501
Phone: 970-261-6360
Email: detwiler@coloradomesa.edu

Ivan Geer
River City Consultants
744 Horizon Court, Suite 110
Grand Junction, CO 81506
Phone: 970-241-4722
Email: igeer@rccwest.com

Eric Nilsen
Mesa County Valley School District 51
2119 Grand Avenue
Grand Junction, CO 81501
Phone: 970-254-5233
Email: eric.nilsen@d51schools.org

Tim Spach
Grand Junction Housing Authority
8 Foresight Circle
Grand Junction, CO 81505
Phone: 970-208-9558
Email: tspach@gjha.org

Trent Prall
City of Grand Junction
250 N. 5th Street
Grand Junction, CO 81501
Phone: 970-256-4047
Email: trentonp@gjcity.org



D. FEE PROPOSAL

The duration of the schedule is entirely dependent on the contractors on site, a consolidation of testing and inspections will ultimately reduce costs. Invoicing will reflect actual work scheduled. The fees listed are based upon Certified ICC Special Inspectors as well as Soils, Asphalt and Concrete Certified Technicians. HBET pride themselves in providing certified, qualified and experienced Inspectors, Technicians and Engineers at a reasonable fee. HBET provides additional services upon request. A 24 to 48 hour advance notice for scheduling is requested, more advanced notice may guarantee the requested time. Non-Standard hours are applied to any and all work performed during night work (6:00 p.m. to 6:00 a.m.), weekends, workday exceeding 8 hours including drive time, and holidays. Non-Standard hours will be billed at time and a half, with the exception of holiday time being billed at double time.

Item	Quantity	Unit	Description	Cost (\$)	Extended Price
Soil Testing	223	Hour	Technician I	80.00	17,600.00
Soil Testing	2	Each	Standard Proctor	175.00	350.00
Soil Testing	1	Each	Modified Proctor	195.00	195.00
Soil Testing	3	Each	Sieve Analysis	105.00	315.00
Soil Testing	3	Each	Plasticity Index	105.00	315.00
Concrete	132	Hour	Technician I	80.00	10,560.00
Concrete	88	Each	Concrete Cylinders	35.00	3,850.00
Asphalt	30	Hour	Technician II	90.00	2,400.00
Asphalt	3	Each	Superpave	880.00	2,640.00
Management	8	Hour	Project Manager	160.00	1,280.00
Engineering	2	Hour	Principal Engineer	210.00	420.00
TRIP	100	Each	Trip Charges	80.00	8,000.00
HBET will perform the testing services specified above and any other additional scheduled call outs subject to and in accordance with the terms and conditions on the face and accompanying pages of this order on a time and material basis subject to a 2 hour minimum.				TOTAL	47,925.00

Sub-consultant Services/Special Testing
 Out of town living expenses, commercial travel
 costs, equipment rental, freight, etc

Cost +20%
 Cost +20%

**Additional testing services
 available upon request.**

E. LEGAL PROCEEDINGS/LAWSUITS

The legal proceedings/lawsuits that HBET has been involved in over the last ten (10) years are summarized below.

Commercial Project - Parachute, Colorado

HBET conducted a geotechnical investigation for the property and developed foundation recommendations for the project. In addition, HBET conducted materials testing and special inspections during construction. The geotechnical report prepared by Huddlestone-Berry fully disclosed the risk of structural movement associated with the collapsible soils at the site. In addition, the report outlined specific recommendations for mitigating the risk. Unfortunately, the contractor ignored many of the recommendations in the report. As a result, HBET does not believe that any of the alleged defects are the result of negligence on the part of HBET. However, as an alternative to incurring large expenses to take the case to trial, the case was settled out of court.

Commercial Project – Grand Junction, Colorado

HBET conducted a geotechnical investigation for the property and developed foundation and pavement recommendations for the project. In addition, HBET conducted materials testing and special inspections during construction. Unfortunately, the owner has claimed that there are defects in the construction. The structure is supported by piles and HBET does not believe that any foundation movements have occurred. In general, HBET does not believe that any of the alleged defects are the result of negligence on the part of HBET. However, as an alternative to incurring large expenses to take the case to trial, the case was settled out of court.

Residential Subdivision – Grand Junction, Colorado

HBET conducted a final geotechnical investigation for the subdivision and developed foundation recommendations for single-family residences. The geotechnical reports prepared by Huddlestone-Berry fully disclosed the risk of structural movement associated with the collapsible soils and expansive bedrock at the site. In addition, the reports outlined specific recommendations for mitigating the risk. Unfortunately, the developer/builder ignored many of the recommendations in the reports. As a result, HBET does not believe that any of the alleged defects are the result of negligence on the part of HBET. However, as an alternative to incurring large expenses to take the case to trial, the case was settled out of court.



F. INSURANCE

Client#: 1088003		HUDDLENG		DATE (MM/DD/YYYY): 12/11/2023															
ACORD CERTIFICATE OF LIABILITY INSURANCE																			
<p>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.</p> <p>IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).</p>																			
PRODUCER USI Insurance Services, LLC 4600 S. Ulster Street, Suite 1200 Denver, CO 80237 800 873-8500			CONTACT NAME: Sherree S. Zamarripa PHONE (A/C, No, Ext): 800 873-8500 E-MAIL ADDRESS: sherree.zamarripa@usi.com FAX (A/C, No):																
INSURED Huddleston-Berry Engineering & Testing, LLC 2789 Riverside Parkway Grand Junction, CO 81501			INSURER(S) AFFORDING COVERAGE <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th>INSURER</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A : Hartford Casualty Insurance Company</td> <td>29424</td> </tr> <tr> <td>INSURER B : Pacific Insurance Company Ltd</td> <td>10046</td> </tr> <tr> <td>INSURER C : Nutmeg Insurance Company</td> <td>39608</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>			INSURER	NAIC #	INSURER A : Hartford Casualty Insurance Company	29424	INSURER B : Pacific Insurance Company Ltd	10046	INSURER C : Nutmeg Insurance Company	39608	INSURER D :		INSURER E :		INSURER F :	
INSURER	NAIC #																		
INSURER A : Hartford Casualty Insurance Company	29424																		
INSURER B : Pacific Insurance Company Ltd	10046																		
INSURER C : Nutmeg Insurance Company	39608																		
INSURER D :																			
INSURER E :																			
INSURER F :																			
COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:																			
<p>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.</p>																			
INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS												
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	x	x	34SBAVS0849	12/01/2023	12/01/2024	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$												
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	x	x	34UEGAC3171	12/01/2023	12/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$												
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> RETENTION \$10000	x	x	34SBAVS0849	12/01/2023	12/01/2024	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$												
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	34WEGIQ0223	12/01/2023	12/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000												
B	Professional Liability Claims Made			02OH049099523	12/01/2023	12/01/2024	\$1,000,000 per claim \$2,000,000 annl aggr.												
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) As required by written contract or written agreement, the following provisions apply subject to the policy terms, conditions, limitations and exclusions: The Certificate Holder and owner are included as Automatic Additional Insured's for ongoing and completed operations under General Liability; Designated Insured under Automobile Liability; and Additional Insureds under Umbrella / Excess Liability but only with respect to liability arising out of the Named Insured work performed on behalf of the certificate holder and owner. (See Attached Descriptions)																			
CERTIFICATE HOLDER				CANCELLATION															
				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 															

© 1988-2015 ACORD CORPORATION. All rights reserved.

 ACORD 25 (2016/03) 1 of 2 The ACORD name and logo are registered marks of ACORD
 #S42839350/M42715439

NHPZP

MATERIALS TESTING -QUALITY ASSURANCE (QA) HILLSIDE STREET RECONSTRUCTION PROJECT

Colorado Department of Transportation (CDOT) # CM 315-008 SA # 24829



Gunnison River Bridge Replacement

Submitted by:



Yeh and Associates, Inc.
Geotechnical • Geological • Construction Services

January 22, 2024

Proposal No. 224-036

City of Delta
ATTN: Jolene Nelson
360 Main St Delta, CO 81416
Montrose, Colorado 81401

**RE: Response to Request for Proposals (RFP) for Materials Testing -Quality Assurance (QA)
Hillside Street Reconstruction Project**

Dear Ms. Nelson:

Yeh and Associates, Inc. (Yeh) is pleased to submit this letter of intent in accordance with the RFQ for Material Testing – Quality Assurance (QA) – Hillside Street Reconstruction Project in Delta, Colorado. This letter presents Yeh's proposed services, qualifications, proposed staff and availability, technical qualifications including software utilized, and references based on the above request.

Marisa Connors, Project Manager, will serve as the principal contact for the proposed project with full contact information below. Services will be provided out of our Grand Junction office at 588 North Commercial Drive. Our proposed local staff live and work in the Western Slope area and are fully prepared to provide the engineering and construction quality assurance services you are requesting.

We appreciate your consideration of Yeh and Associates and would look forward to an opportunity to work with the City of Delta on this project.

Sincerely,
Yeh and Associates, Inc.



Marisa Connors
mconnors@yeh-eng.com
588 North Commercial Drive
Grand Junction, Colorado 81505
Office: 970-242-5125 or Cell: 970-412-9936



Kevin Dye, PE
kdye@yeh-eng.com
588 North Commercial Drive
Grand Junction, Colorado 81505
Office: 970-242-5125 or Cell: 970-318-6784

QUALIFICATIONS ENCLOSED

EXPERIENCE AND QUALIFICATIONS



Yeh has provided construction management and materials testing services to the Colorado Department of Transportation and many local agencies in western Colorado since the firm was established 24 years ago in 1999. Our local transportation staff is uniquely large and diverse on the western slope and fully prepared to support projects of all sizes, locations, and complexities. Services provided by our staff for construction management, inspection and testing that are common to transportation projects include concrete and asphalt pavements, earthwork, base courses, sidewalks, structures (bridges, walls and tunnels), slope stabilization, drainage, irrigation, erosion control, signals, signing, striping, and traffic control.



Yeh is currently staffed with 21 west slope employees consisting of construction managers, inspectors, and materials testers. Yeh has offices and AASHTO accredited materials testing labs in Glenwood Springs, Grand Junction and Durango. Materials testing staff and lab testing services for this project will be provided by our Grand Junction Office.

Yeh's inspection and testing personnel are fully certified per CDOT and industry requirements, experienced with CDOT LA requirements, and are experts in required project documentation. Recent local accomplishments include the successful completion of the SH 92 Gunnison River Bridge replacement, several SH 133 Landslide Repairs, the SH 92 Chipseal, and the SH 133 Emergency Culvert repair project. We are also a current contract holder with Montrose County and provide inspection and materials testing services for asphalt paving construction on a yearly basis.

PROJECT TEAM

The Yeh team selected for Hillside Street Reconstruction Project will be performing services from our local office and laboratory at 588 Commercial Drive in Grand Junction, Colorado. Yeh's material testing laboratory in Grand Junction is CCRL, and AASHTO re:source certified for all required testing. Our laboratory is accredited in soil, concrete and asphalt material testing procedures, and is fully equipped and staffed with trained, qualified personnel overseen by a Colorado registered engineer. Should the need arise, a mobile laboratory trailer can be provided to perform necessary tests at a project site under this accreditation for quality, efficient testing.

All proposed staff members for materials testing during construction will be certified CAPA (LabCAT), WAQTC, and ACI for anticipated testing. All staff will be equipped with proper safety protections and vehicles including amber flashing lights and company identification. Our staff is dedicated to providing immediate service for project needs and will be prepared to deliver testing reports as required by the CDOT Local Agency Manual and the current CDOT Field Materials Manual.



Girder Placement at CR 73



Completed Bridge at CR 73

Yeh and Associates, Inc. is proposing the following staff to provide services on this project:



**Marisa Connors, Construction Project Manager
(Grand Junction, CO)**

Marisa holds a Bachelor of Science in Geology and Chemistry and a Master of Science in Geosciences. As the Grand Junction Project Manager she coordinates construction projects and materials testing for the western slope. She has eight years of experience in field and lab materials testing to verify compliance with AASHTO re:source accreditation procedures, including training and coordination of staff. Marisa has certifications in ACI Field I, Strength, Aggregate, and Lab I and Lab II, WAQTC, and CAPA A,B,C,E and I. She is also an NRMCA Field Testing Technician Level II and NRMCA Concrete Technician Levels II, III, IV. Marisa will be 100% available to manage technicians to meet any city needs.



**Kevin Dye, PE, Senior Project Engineer
(Grand Junction, CO)**

Kevin has 15 years in geotechnical/geological engineering projects and construction management. His areas of expertise include field investigations, engineering analyses and report preparation for a variety of projects which include expansive soils, shallow and deep foundations, pier foundations, soil and rock slope stability, and pavement design. Kevin will provide technical support and final materials documentation certification.



**Cole Wood, Technician II - Full Time Tester
(Grand Junction, CO)**

Cole holds a Bachelor of Science in Geosciences from Colorado Mesa University. Cole started with Yeh at the beginning of 2023 and in his brief tenure at Yeh, Cole has shown an aptitude for learning and performing materials testing at a high level. Cole has already attained several certifications including ACI Field, CAPA A,B,C minus, WAQTC, LIMS, and OSHA 10. He has been the lead technician on several state parks and county infrastructure projects over the last year, performing materials testing, communicating with owners/contractors, and is responsible for reporting results in a timely manner. He has also taken the lead on several commercial projects and is currently training on reinforcing inspection. Prior to joining Yeh, Cole has several years of experience as a survey technician and HVAC technician giving him a good foundation in the construction industry.



**Lisa Van Kirk, Lab Manager
(Grand Junction, CO)**

Lisa has over ten years of experience in the field of materials and geotechnical engineering testing. She holds a Bachelors of Science in Geology and Environmental Geology from Colorado Mesa University. As lab manager, Lisa oversees and trains technicians in the field and lab ensuring they adhere to materials testing standards. For this project, Lisa will ensure that required laboratory tests meet the CDOT Local Agency and Field Materials Manual requirements for the project. Lisa is fully certified in ACI, CAPA and WAQTC.



**Sharon Shanks, Documentation Support
(Grand Junction, CO)**

Sharon has 24 years of experience in areas of civil and highway related projects. Her expertise includes construction inspection, quality assurance, and quality control, both in the field and in the lab. She trains and supervises entry level materials testers for CDOT projects, and is fully certified in WAQTC, ACI, and CAPA for soils, aggregate, concrete, and asphalt testing. She has been the head tester on the many CDOT projects on the western slope of Colorado and has recently worked in the CDOT Region 3 materials lab as an additional resource during peak construction periods. This past year, Sharon has worked on three local CDOT projects that include the SH 92 Chip Seal near Crawford and the SH 133 Slope Stabilization and Emergency Culvert Replacement near Somerset, CO. Sharon is responsible for delivery of final materials documentation on all of Yeh's western slope CDOT projects including Form 250 compliance, Buy America Compliance, Certified Test Reports, Certificates of Compliance, approved products list, concrete and asphalt mix design approval, etc.



**Cheyne Gast, Technician I - Part Time As Needed Tester
(Grand Junction, CO)**

Cheyne is a new addition to Yeh and Associates and is quickly becoming an integral part of the team. He has attained ACI Field I; and will obtain CAPA ABC minus and WAQTC by the end of March. Cheyne has taken over concrete testing on several commercial projects that have included testing for city/county specifications for project infrastructure. He has confidently taken on field testing and reporting responsibilities and is eager to start working with CDOT-related projects. Prior to Yeh, Cheyne's work experiences have given him skills in time management, coordination, safety, and attention to detail.

REFERENCES

CDOT - SH 133 Landslide Stabilization Project, Gunnison County, CO

Role: Yeh provided construction management, inspection and materials testing and complete CDOT project documentation.

Project Size: \$3 million, 1.2 miles

Completion Date: January 2024

Final Construction Cost: \$3 million

Contact Name & Phone: Nate Jean, CDOT Montrose Resident Engineer, 970-210-9578

Description: Reconstruction of several areas along CO 133 near Paonia Reservoir. Project consists of soil nail wall stabilization, structural backfill, embankment, drainage pipe, aggregate base course, asphalt paving, guardrail, signing and striping.



Rio Blanco County Road 73 Bridge Replacement, Rio Blanco County, CO

Role: Yeh provided inspection and materials testing and complete documentation meeting CDOT LA requirements.

Project Size: \$2.5 million, 0.75 miles

Completion Date: November 2022

Final Construction Cost: \$2.5 million

Contact Name & Phone: Van Pilaud, Rio Blanco County Engineer, 970-756-4221

Description: Reconstruction of CR 73 bridge over the White River near Rangely, CO. Project consisted of new alignment, irrigation and utility relocations, embankment, structural backfill, structural concrete, aggregate base course, drainage pipe, riprap, guardrail, fencing, signing.



CDOT, SH133 Emergency Culvert Replacement, Gunnison County, CO

Role: Yeh provided construction management, inspection and materials testing and complete CDOT project documentation.

Project Size: \$4 million, 0.3 miles

Completion Date: November 2023

Final Construction Cost: \$4 million

Contact Name & Phone: Nate Jean, CDOT Montrose Resident Engineer, 970-210-9578

Description: Emergency culvert replacement near Somerset, CO. Project consists of temporary bridge to detour traffic, 72 inch metal pipe replacement, structural backfill, embankment, minor drainage pipe, aggregate base course, asphalt paving, guardrail, signing and striping.



Montrose County Paving Projects

2023 Paving Project, Various Montrose County Locations

Role: Yeh provided Quality Assurance materials testing/inspection in support of Montrose County staff.

Project Size: \$4 million, 13 miles

Completion Date: June 2023

Final Construction Cost: \$4 Million

Contact Name & Phone: Michael Hindson, 970-975-0057

Description: A combination of new paving and mill and overlay for 13 miles of asphalt/previously gravel roads throughout eastern Montrose County.



2022 Paving Project, Various Montrose County Locations

Role: Provided Quality Assurance materials testing and inspection support for Montrose County Staff.

Project Size: \$ 4.4 million, 16 miles

Completion Date: October 2022

Final Construction Cost: \$4.4 million

Contact Name & Phone: Michael Hindson, 970-975-0057

Description: A combination of new paving and mill and overlay for 16 miles of asphalt/previously gravel roads throughout eastern Montrose County.



PROFESSIONAL ENGINEERING AND REPORTING SOFTWARE

For this project, daily inspection reports will be managed with Autodesk Build. This software is used by many agencies and allows for CDOT forms and reports to be managed electronically and provide the materials technicians the ability to enter data directly into electronic forms that can be readily available for review and reporting to the client. This eliminates the need for duplicate reporting efforts in getting information from the field to office and provides Cloud backup of critical project information.

Yeh is currently using this software and technology on many front range projects including Denver International Airport and the City and County of Denver. On our local agency I-25 and Broadway interchange project this has proven to provide real time accurate and timely reporting of tests results to both the City and County of Denver and CDOT.

PROJECT APPROACH

The ability to exceed our clients' expectations with respect to project quality, expedited schedules, and budget control is one of the reasons Yeh and Associates has grown to be one of the premier geotechnical consulting and construction services firms in the western United States. The following summarizes our project management and quality control approach to this project.

Project Management

Yeh provides “cradle-to-grave” project management support on all of our projects.

When selected for this project, our Project Manager, Marisa Connors will prepare a Work Plan that contains at least three major elements:

- A scope of work that includes a description of the task and appropriate subtasks, along with a listing of the personnel who will be involved in the work
- A proposed schedule based on the construction contractors proposed schedule and
- A budget clearly defining and justifying the support staff effort required

Our project managers review schedules on a weekly basis to verify work products are on track for timely delivery. Client requests will be addressed immediately and response to the project site(s) will be provided throughout the duration of the contract. If required, Yeh can accelerate project scheduling without compromising quality by adding additional staff or working extended hours and weekends.

Quality Control

Yeh’s primary goal is to deliver high-quality services to clients – a philosophy that has remained unchanged since the company’s inception. To that end, our QA/QC system consists of procedures and controls to ensure and maintain consistent, high-quality work processes and products. The foundation of this program is our internal peer review process. Inspection records, materials books, site visits, testing schedules and reports, etc. are fully documented and routinely quality checked. Sharon Shanks from our Grand Junction office will personally perform or oversee the final QA check to ensure that all deliverables meet CDOT and the City’s required standards and practices.

Materials Testing Services

Yeh can provide the expertise and capacity to fit any job. Yeh’s field-testing technicians and inspectors provide QA/QC materials sampling and testing for projects of varying size and complexity. Project technicians possess WAQTC, CAPA, ACI, and PCI certifications as required by CDOT for construction materials testing and inspection services. Our technicians are trained to inspect asphalt hot mix, concrete ready mix, and precast concrete plants. Yeh operates a fully-certified and extensively equipped materials lab in Grand Junction, managed and overseen by a registered professional engineer. The lab is staffed with fully-trained, qualified personnel who are well-practiced at delivering short turnaround test results for soil, rock, aggregate, asphalt, concrete, masonry, and steel materials.

Construction Documentation

Complete, accurate, and comprehensive project documentation is vital for verifying construction specifications, verifying pay item quantities, and supporting claims disputes and subsequent audits. Our construction team is experienced in selecting

“

What Our Clients Say

“Marisa (Connors) and her team are fantastic to work with. [For projects that are] schedule driven, Yeh is great to deal with.”

Dakota Warren, Hayes Excavating

“Kevin (Dye) most recently has jumped in to help on an emergency sewer line. The construction was shut down and being in the Grand Junction area has been a critical asset to CDOT. He’s been quick to respond to the project’s request for on-site support, providing documentation, and construction recommendations. He’s reducing delays and addressing new problems as they come up faster than we could here in Denver.”

David Thomas, PG, PE, CDOT

“The complexity of this project and the amount of documentation you needed to create and organize was unreal and you (Sharon Shanks) did an outstanding job. I cannot tell you how much I appreciate the hard work you put into this project and every project that you work on.”

Cindy Morgan, Region 3 Finals

and/or developing appropriate standardized forms and logs for efficient data entry and cross-referencing, including CDOT standard forms as needed. Reporting archives are always well-organized and fully searchable. Documents we typically prepare for each project may include:

- Materials Tester Daily Report
- Material Acceptance Reports
- Final Closeout Report

EXAMPLE SCOPE OF WORK

General Scope of Work

The Hillside Street Reconstruction Project will reconfigure the Leon/Hastings St, Hasting St at the 7th St intersection and resurface and widen Hillside/4th Street in approximately 2,400 lf. The Material Testing (QA) services through this contract will be required throughout the duration of the Hillside Street Project construction. Materials Testing (QA) consultant/ firm will be qualified and able to provide all required certified test results (CTR) for the project. All required material testing and documentation will be in compliance with relevant CDOT specifications/standards requirements. Material Testing (QA) service firm will be available and provide any documentation and assistance necessary through project closeout.

The Consultant will provide the following services:

- Project Management and Oversight for Materials Testing
- Materials Testing – As required to comply with QA testing requirements
- Laboratory Testing – As required to comply with QA testing requirements
- Documentation Support – As required to support QA testing and final materials documentation
- Professional Engineer Support – As required to do final materials review, sign, and seal final materials documentation

Work Duration

The construction period for this project is planned to be 240 working days, with work beginning approximately February of 2024 and lasting approximately into June of 2024 for material testing.

Authorization to Proceed

Work will not commence until written Notice to Proceed is provided by the City of Delta and will be completed within contract period of performance.

Routine Billing and Reporting

The Consultant will provide the following on a regular basis:

1. Monthly billing for contract activities performed by the Consultant's project personnel.
2. Monthly billings that include the contract status.
3. Monthly updates showing actual and anticipated expenditures of the Task Order in association with the Task Order timeline and/or the contractor's construction schedule.
4. Supporting documentation for direct costs.

Status of Contract

The Consultant will monitor the fiscal status of the contract and advise the City of Delta Project Engineer of any potential for supplementing their contract or negotiating an additional task order. Failure to monitor contract status and provide timely notification may result in discontinuation of the Consultant's services on all projects until a supplemental agreement can be completed and fully executed.

Labor, Materials, Vehicles and Equipment

The Consultant will provide personnel, materials, equipment, and transportation required to perform the work. Consultant personnel will be provided with vehicles (equipped with flashing amber beacon), cellular phones, computers, and miscellaneous equipment and supplies (inspecting and testing tools/equipment, printers, calculators, manuals, office supplies, safety equipment, etc.) that are required to perform the work. Personal protective equipment will be in accordance with CDOT PD 80.1. It is assumed that the project contractor will not furnish office space or a field laboratory, so laboratory testing will be performed at Consultants Grand Junction office and laboratory facility.

Requirements for Consultant Tester

All inspection, sampling, testing, and documentation will be in accordance with the CDOT Field Materials and Construction Manuals. Sampling and testing will be completed in accordance with CDOT's Minimum Sampling, Testing, and Inspection Schedule, the Special Notice to Contractors, and the Procedures, all contained in CDOT's Field Materials Manual. When the method is not cited, the order of precedence for all sampling and testing is Colorado Procedures, AASHTO Procedures, and then ASTM Procedures. Unless otherwise designated, when CDOT's Construction Manual, Materials Manual, AASHTO, ASTM, or other specifications, standards, or policies are cited, the reference will be to the latest edition as revised or updated by approved supplements or interim editions published and issued prior to the date of advertising a specific construction project for bids.

The tester will be certified to perform the project sampling and testing in accordance with CDOT requirements. These requirements typically include the following certifications: CAPA levels A&B, ACI, WAQTC, and nuclear gauge operation. The tester will be certified as defined by the requirements set forth in the current Colorado Procedure CP-10. Minimum requirements for certification are dependent on the item to be sampled and tested. Each tester responsible for sampling and testing on this project will have all required certifications based on the project's specific materials testing schedule. The tester will be thoroughly familiar with CDOT forms and documentation requirements.

The tester will be experienced and competent in all aspects of highway construction testing within the scope of this project. The tester will sample, test, inspect, and document all materials incorporated into the project. This includes materials delivered to the project that are listed in the Summary of Approximate Quantities in accordance with the SCHEDULE in the CDOT Field Materials Manual, materials that may be added to the project through contract modification, and altered material quantities whether increased or decreased. The tester will review project quantities on a regular basis to ensure that sufficient tests have been performed for the material placed to date. The tester will also provide any other services as requested by the City of Delta.

The Consultant's work will be under the direction of, and will be reviewed, stamped, and signed by a Professional Engineer registered in the state of Colorado. The work to be stamped will be the summary sheet including, but not limited to, Forms 6, 9, 58, 69, 212, 250, and 554. The Professional Engineer will be available to review work, resolve problems, and make decisions in a timely manner as requested by the City of Delta, and must be experienced and competent in road and bridge construction and construction materials testing and inspections.

Testing of materials that are specifically designated to be pre-inspected or pre-tested will remain the responsibility of the City of Delta unless specially defined in this scope of work. The tester will document and ship samples of all materials to the CDOT Central Laboratory that are required to be tested by CDOT regardless of pre-inspection or pre-testing responsibilities. The items and test frequencies of CDOT-tested materials will be in accordance with the column titled "Central Laboratory" in the SCHEDULE. Test results, sample submittals, and inspection documentation transmitted to CDOT's Region or Central Laboratory will be recorded on appropriate CDOT Forms. The Consultant may use CDOT worksheets or worksheets approved by the CDOT Resident Engineer. CDOT Forms and worksheets are available through the Region Materials Engineering/Physical Technician at no cost to the Consultant.

The tester will furnish the City of Delta Project Engineer with the original copies of all worksheets on a daily basis. The tester will also keep CDOT Form 626 up to date at all times and provide copies of this form to the City of Delta Project Engineer by the end of the shift for any material found to be non-specification. At the

discretion of the Consultant Project Engineer, the tester may be required to provide the Form 626 to the contractor prior to the end of the shift for any material found to be non-compliant with the specification.

The tester will coordinate the schedule for Independent Assurance Tests (IAT) for the project in accordance with CDOT Form 379 with the Region Materials Engineering/Physical Science Technician. The tester will notify the City of Delta Project Engineer when project quantities are expected to over-run the quantities represented on CDOT Forms 250 or 379.

All proposed work procedures will be coordinated with the City of Delta Project Engineer prior to the start of work. Test results will be documented by the tester and approved by the City of Delta Project Engineer. The tester will be responsible for materials sampling, testing, and documentation.

The testers will:

1. Meet requirements of CDOT's CP 10: Qualification of Testing Personnel and Laboratories.
2. Be certified by the American Concrete Institute (ACI) if testing concrete.
3. Be certified Level A/B/C by the Colorado Asphalt Technician Certification Program (LabCAT) if testing HMA.
4. Be certified through the WAQTC Qualification Program if testing soils and aggregates.
5. Have successfully completed the CDOT Materials Technician Training Course.

Copies of Certifications can be provided to the City of Delta prior to the start of work on the project.

Diaries and Documentation

Consultant personnel will maintain a daily diary for each day work is performed on the project. They will use CDOT Form 103 or automated 103a - Project Diary, or other form recommended by the City of Delta Project Engineer. The contents of the diary will be brief and accurate statements of progress and conditions encountered during the prosecution of the work along with conversations concerning the work. Editorial comments will not be incorporated in the diaries or on written correspondence applicable to the project. A copy of the daily diary will become a part of the permanent project record and will be given to the City of Delta Project Engineer within one working day of its date.

Computer Equipment & Software

Consultant computers will include necessary communications hardware and software to perform the work. The Consultant computers will be capable of running current versions of the following software:

- QA/QC software
- Microsoft Word
- Microsoft Excel
- Software capable of creating, merging, and editing Adobe PDF documents.

Engineer's Certification

The Consultant will review and sign the Form 250 as it relates to the testing and acceptance of materials.

Submittal of Final Documentation

Final documentation will be submitted to the City of Delta Project Engineer within 20 working days after project acceptance. COCs and CTRs will be included as part of the final documentation for any inspected work. A completed Form 250 will be submitted to the City of Delta Project Engineer 20 working days after the Consultant Tester has been notified of final quantities.

Project: QA Hillside Street Reconstruction Project

Qualitative Analysis

Summary Scores	Firm A	Firm B	Firm C
Assessment Criteria	Grand Valley Consulting LLC	Huddleston-Berry	Yeh and Associates, Inc
Understanding of the project	26	23	29
Proposed Work Plan and	24	26	27
Project Schedule	22	24	27
Experience and Qualifications	23	27	29
Reference Follow Up	8	10	12
Total	103	110	124
Total Confirming (admin)	103	110	124
	34.33333333	36.66666667	41.33333333

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 Yeh and Associates, LLC, a Colorado Geotechnical Testing Construction Service (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 David Hood 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 canceled, 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, 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 omission, error, professional error, mistake, or negligence, 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:

Yeh and Associates, Inc
588 North Commercial Drive
Grand Junction, CO 81505
Email: mconnors@yeh.eng.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



**COLORADO WEST SLOPE (Grand Junction, Durango, Glenwood Springs)
STANDARD FEE SCHEDULE EFFECTIVE JANUARY 2024**

Professional Services:

<u>Classification</u>	<u>Basic Rate</u>
Principal	\$225/hr
Senior Project Manager	\$220/hr
Senior Project Specialist	\$190/hr
Project Manager	\$190/hr
Senior Project Engineer or Geologist	\$165/hr
Project Engineer or Geologist	\$145/hr
Staff Engineer or Geologist	\$125/hr
Engineer or Geologist Intern	\$80/hr
Resident Construction Engineer	\$210/hr
Construction Manager	\$185/hr
Construction Observer III	\$150/hr
Construction Observer II	\$135/hr
Construction Observer I	\$125/hr
Technician Leader or Supervisor	\$145/hr
Laboratory Supervisor	\$130/hr
Technician III	\$110/hr
Technician II	\$95/hr
Technician I	\$80/hr
CAD Designer	\$145/hr
CAD Technician	\$95/hr
Project Controller	\$155/hr
Administrative Assistant	\$95/hr

***Overtime rates for Construction Inspection, Technicians and Office Staff is 1.5 x rates shown.*

Laboratory tests are quoted on separate schedule or cost plus 10 percent for outside laboratory testing when applicable. Fees for expert witness preparation, testimony, court appearances, or depositions will be billed at the rate of \$350 per hour.

Rates do not include prevailing wage rates for field services. Prevailing wages will be determined on a project-by-project basis.

Other Direct Charges:

	<u>Rates</u>
Subcontracted services, copying and rented equipment	Cost Plus 10%
Travel, subsistence, and expenses	Cost Plus 10%
Vehicle	\$ 80/day
Automobile Mileage	\$ Current IRS Rate



LABORATORY RATE SCHEDULE - EFFECTIVE

JANUARY 2024

Classification – Index Tests:

Natural moisture content and Dry Unit Weight (ASTM D2216)	\$ 20
Moisture content – dry unit weight, drive, or core sample (ASTM D2937)	\$ 25
Moisture content – dry unit weight, chunk, or block sample	\$ 55
Moisture content – dry unit weight, thin-walled tube sample (ASTM D2937)	\$ 45
Atterberg limits with PL, PI, LL (ASTM D4318)	\$120
Specific gravity for coarse aggregate (AASHTO T85, ASTM C 127)	\$ 90
Specific gravity for fine aggregate (AASHTO T84, ASTM C 128)	\$ 90
Sand Equivalent (CP 30, AASHTO T 176)	\$ 100
Grain size analysis (ASTM D422, 6913):	
a) Eight standard sieve nests to #200 (per ASTM D2487 or AASHTO M145)	\$ 80
b) Less than 3" max to #200 sieve with one split sieve	Add \$ 50
c) Percent less than #200 sieve with wash	\$ 55
d) Hydrometer analysis	Add \$ 150

Manual USC classification (ASTM D2488), extrude, examine, photo, and describe.	\$ 30
Soil classification (ASTM D2487/ AASHTO M145) sieve, #200 wash, Atterberg as required.....	\$ 180
Soil classification (ASTM D2487/ AASHTO M145) sieve, #200 wash, Atterberg as required (using a split gradation)	\$ 220

Moisture Density Relations:

Standard Proctor compaction (AASHTO T99, ASTM D698)	\$ 220
Oversize Correction (w/coarse aggregate specific gravity)	Add \$ 60
Modified Proctor compaction (AASHTO T180, ASTM D1557)	\$ 250
Proctor, One Point	\$ 75
Oversize Correction (w/coarse aggregate specific gravity)	Add \$ 60
R-value (ASTM D2844, AASHTO T190, Cal 301), untreated soil	\$ 400
California bearing ratio (CBR) (AASHTO T193, ASTM D1883) single point with proctor test	\$ 450
California bearing ratio (CBR) (, AASHTO T193, ASTM D1883) 3 points with proctor test	\$ 950
California bearing ratio (CBR) (AASHTO T193, ASTM D1883) single point without proctor test	\$ 300
California bearing ratio (CBR) (AASHTO T193, ASTM D1883) 3 points without proctor test	\$900

Corrosion Testing:

pH of soil or water AASHTO T289.....	\$ 50
Resistivity of soil or water, as received or saturated AASHTO T 288	\$ 80
Soluble sulfates AASHTO T 290	\$ 50
Soluble chlorides AASHTO T291.....	\$ 50

Swell / Collapse Testing:

Expansion index (ASTM D4829)	\$ 220
Swell-collapse (ASTM D4546-A)	\$ 220
Swell-collapse (ASTM D4546-B, C)	\$ 150
Soil unconfined compressive strength (ASTM D2166)	\$ 80

Pavement Tests:

Volumetric Production Sample Testing.....	\$ 500
Asphalt content	
a) Ignition furnace calibration, per mix	\$ 550
b) Calibration of nuclear asphalt gauge	\$ 550
c) % AC (CP L 5 1 2 0, AASHTO T 3 0 8)	\$ 110
d) Gradation from burn off (AASHTO T 30, ASTM D 5444)	\$ 110
Maximum specific gravity (Rice) (CP 51, AASHTO T209)	\$ 120
Bulk specific gravity (AASHTO T166)	\$ 60
% Air Void (no rice included) CP L5115, and AASHTO T166.....	\$ 200
Moisture content for Hot Mix Asphalt (AASHTO T329)	\$ 35

Hveem Stability CP L 5106	\$ 220
Resistance of compacted asphalt mixture to moisture induced damage (Lottman) CP L 5109.....	\$ 550
Coring, per core	\$ 130
Marshall Compaction & Air Vids Analysis (ASTM 6926)	\$ 275
Marshall Stability & Flow (ASTM 6927)	\$ 175
Marshall Properties (3 specimens), ASTM D 6926 & D6927 include Rice, and Bulk SPG	\$ 450

Strength Tests:

Compressive Strength of Cylindrical Concrete Specimens (4" x 8") (AASHTO T 22 ASTM C39)	\$ 25
Flexural Strength of Concrete Beam (Using simple beam with third-point loading) (ASTM C78)	\$ 100
Point Load Strength Index of Rock and Application to Rock Strength Classifications (ASTM D5731)	\$ 50
Mortar & Grout Cube Compressive Strength (ASTM C109) (per Cube)	\$ 50
Compressive strength for shotcrete cores including cutting and capping (per core)	\$ 70
Compressive strength for ship-in cylinders (made by others) (per cylinder)	\$ 30
Compressive Strength - Requiring extra work like stripping, cutting, and capping.....	\$ 100
Bulk density and Voids of Aggregate (ASTM C29, AASHTO T19)	\$150

Submit to Local Licensing Authority

QUICK BUY WINE & LIQUOR
750 MAIN STREET
Delta CO 81416

Fees Due	
Renewal Fee	352.50
Storage Permit \$100 X _____	\$
Sidewalk Service Area \$75.00	\$
Additional Optional Premise Hotel & Restaurant \$100 X _____	\$
Related Facility - Campus Liquor Complex \$160.00 per facility	\$
Amount Due/Paid	\$

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

Retail Liquor License Renewal Application

Please verify & update all information below

Return to city or county licensing authority by due date

Licensee Name KOHINOOR LLC		Doing Business As Name (DBA) QUICK BUY WINE & LIQUOR	
Liquor License # 03-14313	License Type Retail Liquor Store (city)		
Sales Tax License Number 94611775	Expiration Date 02/17/2024	Due Date 01/03/2024	
Business Address 750 MAIN STREET Delta CO 81416			Phone Number 2014691556
Mailing Address 750 MAIN STREET Delta CO 81416		Email quickbuyligorr750@gmail.com	
Operating Manager Anandresh Kumar Patel	Date of Birth 06-29-90	Home Address 240 Meeker St. Apt #9 Delta CO 81416	Phone Number 201-469-1556
1. Do you have legal possession of the premises at the street address above? <input type="checkbox"/> Yes <input type="checkbox"/> No Are the premises owned or rented? <input type="checkbox"/> Owned <input checked="" type="checkbox"/> Rented* *If rented, expiration date of lease 1-26-2026			
2. Are you renewing a storage permit, additional optional premises, sidewalk service area, or related facility? If yes, please see the table in upper right hand corner and include all fees due. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
3a. Are you renewing a takeout and/or delivery permit? (Note: must hold a qualifying license type and be authorized for takeout and/or delivery license privileges) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
3b. If so, which are you renewing? <input type="checkbox"/> Delivery <input type="checkbox"/> Takeout <input type="checkbox"/> Both Takeout and Delivery			
4a. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
4b. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
5. Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
6. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? If yes, attach a detailed explanation. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			

7. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked? If yes, attach a detailed explanation. ☐ Yes ☒ No
8. Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee? If yes, attach a detailed explanation. ☐ Yes ☒ No

Affirmation & Consent

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

Type or Print Name of Applicant/Authorized Agent of Business <i>Chandreshkumar Patel</i>	Title <i>President</i>
Signature <i>C. S. Patel</i>	Date <i>01/18/24</i>

Report & Approval of City or County Licensing Authority

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

Therefore this application is approved.

Local Licensing Authority For		Date
Signature	Title	Attest

Tax Check Authorization, Waiver, and Request to Release Information

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

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

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

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

Name (Individual/Business) <u>Chandreshkumar Patel / Kohinoor LLC</u>		Social Security Number/Tax Identification Number <u>756-82-8260</u>	
Address <u>240 Meeker St. APT 9</u>			
City <u>Denver</u>		State <u>CO</u>	Zip <u>81416</u>
Home Phone Number <u>201-469-1556</u>		Business/Work Phone Number	
Printed name of person signing on behalf of the Applicant/Licensee <u>Chandreshkumar Patel</u>			
Applicant/Licensee's Signature (Signature authorizing the disclosure of confidential tax information) <u>C.S. Patel</u>			Date signed <u>01/20/2024</u>

Privacy Act Statement

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

Delta Police Department

Deputy Report for Incident D22-0891

Nature: ALCOHOL OFFENSE
Location: DPD

Address: 750 MAIN ST
Delta CO 81416

Offense Codes: 4199

Received By: C Valdez

How Received: O

Agency: DPD

Responding Officers: A Copp

Responsible Officer: A Copp

Disposition: CLO 04/30/22

When Reported: 07:28:00 04/30/22

Occurred Between: 07:27:57 04/30/22 and 07:27:57 04/30/22

Assigned To:

Detail:

Date Assigned: **/**/**

Status:

Status Date: **/**/**

Due Date: **/**/**

Complainant: 81114

Last: QUICK BUY
WINE AND
LIQUOR

First:

Mid:

DOB: **/**/**

Dr Lic:

Address: 750 MAIN ST

Race: **Sex:**

Phone: (201)469-1556

City: Delta, CO 81416

Offense Codes

Reported: 4199 Liquor (Describe Offense)

Observed: 4199 Liquor (Describe Offense)

Additional Offense: 4199 Liquor (Describe Offense)

Circumstances

DAY Day (6 a.m. - 6 p.m.)

LT17 Liquor Store

BM99 Unknown Bias

WNONE No Weapon Used

Responding Officers:

A Copp

Unit :

D6

Responsible Officer: A Copp

Agency: DPD

Received By: C Valdez

Last Radio Log: **.**.**. **/**/**

How Received: O Officer Report

Clearance: RTF REPORT TO FOLLOW

When Reported: 07:28:00 04/30/22

Disposition: CLO **Date:** 04/30/22

Judicial Status:

Occurred between: 07:27:57 04/30/22

Misc Entry:

and: 07:27:57 04/30/22

Modus Operandi:**Description :****Method :**

Involvements

Date	Type	Description	Relationship
04/30/22	Name	BROUGHTON, JARRETT	Involved

Narrative

Delta Police Department
Investigation Narrative

Offense(s): Alcohol Offense

Synopsis:

On or about June 2021, at approximately [REDACTED] er
Copp encountered a highly intoxicated [REDACTED] on the
south side of Confluence Park located at 401 N Kellogg St. This is in the City
of Delta, County of Delta, and State of Colorado. Case Closed.

Narrative:

During my interactions with [REDACTED] was transported home to a guardian. I
was told by another officer [REDACTED] told him he had been getting his
alcohol and tobacco from the gas station near E 8th Street and Main Street,
later identified as Quick Buy Wine and Liquor and Quick Stop Convenience and
Vape Store. I had heard from multiple other officers that they had found minors
in possession also claiming they had received their goods from the previous
mentioned stores.

On April 26, 2022, I made contact with Jarrett Broughton II from the Colorado
Department of Revenue and told him about the above information. Jarrett
informed me the Quick Buy Liquor Store had recently failed an audit and he would
set-up another buy from them.

There is no body camera footage attached to this case. I took pictures of the
business card provided to me by Jarrett and attached it to this case. This case
was generated for informational purposes and as a reference for the Colorado
Department of Revenue.

Case Status: Closed.

Responsible LEO:

Approved by:

Date

Supplement

Supplemental Narrative

On May 12, 2022, at approximately 0816 hours, I received an e-mail from Jarrett which said he was going to conduct compliance checks concerning this case. I attached the e-mail to this case.

Nothing Further.

Supplement

Supplemental Narrative

On June 10, 2022, at approximately 0900 hours, I, Officer Alexander Copp received an email from Jarrett stating the following:

"Good morning,

Hope all's well. Just an update regarding Quick Buy Wine and Liquor. We conducted a compliance check on 06-08-2022, and they sold beer to our minor operative. A summons was issued to the clerk and an administrative action is pending against the business. Thanks for the information and have a great day.

--

Jarrett D. Broughton II
Criminal Investigator
Liquor & Tobacco Enforcement"

I printed the email and attached it to this case.

Nothing Further.

Name Involvements:

Involved : 81113

Last: BROUGHTON

First: JARRETT

Mid:

DOB: **/**/**

Dr Lic:

Address: 632 Market Street #G3

Race: W

Sex: M

Phone: (970)248-7133

City: Grand Junction, CO 81505

CASE REPORT

GENERAL INFORMATION

Branch: LIQ

Case Number: LIQ2300001011

How Received: Complaint- Verbal

Incident Number: LIQ0013002613

Call Date: 08/07/2023

Occurred From:

Reporting Officer Comfort, Annessa

Occurred To:

LOCATION OF INCIDENT

Location: Quick Buy Wine & Liquor Store

Telephone: 9707658588

District: Grand Junction (LGJ)

Beat: DELTA COUNTY (DELT)

Address: 750 Main Street, Delta, CO 81416

NATURE OF CASE

Record Type COMPLIANCE CHECK

Case Start Date: 08/07/2023

Call Type: 4102.10

Case End Date: 08/07/2023

Call Type Desc.: LIQ, SALE TO UNDERAGE PERSON

Disposition:

Case Status: Cleared

Last Update: 08/11/2023

Investigator: Comfort, Annessa

Updated By: COMFOAA

CASE SUMMARY

SUMMARY:

On 08/07/2023, the Colorado Liquor Enforcement Division conducted compliance check operations in Delta, Delta County, Colorado. The compliance check operation utilized a 16-year-old female underage operative to determine compliance with laws pertaining to underage alcohol beverage sales within on and off liquor licensed premises locations.

During the course of the operation, the underage operative was sent to Quick Buy Wine & Liquor located at 750 Main Street, Delta, Colorado. Quick Buy Wine & Liquor has a Liquor Store Liquor License #03-14313.

Quick Buy Wine & Liquor employee Judy Scott () sold or served an alcohol beverage, a 24oz can of Modelo (malt liquor) to the underage operative.

Employee Judy Scott was issued a criminal summons (#18454) for the violation.

It can be concluded that the violation of the Colorado Liquor Code did occur. Specifically, 44-3-901(1)(b)(I) and 44-3-901(11)(b) in that employee, Judy Scott, served a 24oz can of Modelo (malt liquor), without verifying an ID to an underage person, in violation of the above statutes, to occur on the licensed premises on or about 08/07/2023.

Administrative hearing forthcoming.

OFFENSES**Offense #:** 1 **Offense Code:** 44-3-901 (11)**Title:** Fail to Request/Examine Identification**Att./Comp.:** C**Status:** C**Offense #:** 2 **Offense Code:** 44-3-901(1)(B)(I)**Title:** Sell, serving, giving, procuring alcohol to underage person**Att./Comp.:** C**Status:** C**CITATIONS****Citation #:** 18454**Violation Code:****Description:****Citee:** Scott, Judy**Officer:** comfoaa**Location Name:** Quick Buy Wine & Liquor Store**Address:** 750 Main Street , Delta, Co 81416**INVOLVED OFFICERS****Assisting Officer:** Tevault, Jerry**Duty:****NARRATIVES****Narrative Type:** Report / Case Report**Entered By:** COMFOAA**Description:** Case Report**Entry Date:** 08/11/2023

OPERATION INFORMATION:

On 08/07/2023, I conducted compliance check operations to determine compliance with laws pertaining to underage alcohol beverage sales within off and on-liquor licensed premises locations in Delta, Delta County, Colorado. The purpose of the operation was to attempt to purchase an alcohol beverage for off-premises locations and order an alcohol beverage for on-premises locations. This operation consisted of taking undercover minor employees to the retailers in the area, directing the minors to attempt a retail purchase of an alcohol beverage and monitoring all activity and recording data, including overall sales rates. My partner for this operation was Liquor Enforcement Division Investigator Jerry Tevault, badge #21-03.

A female minor operative was used for this operation and is identified as [REDACTED]. The birth date of this minor operative has previously been verified as 11/09/2006. On the date of this operation, the minor operative was 16 years old. Prior to the start of this operation, I verified that the minor operative did not have any identification or money on her person. I took a digital photograph of the minor to accurately demonstrate the appearance of the minor for the day of the compliance check operation. The minor operative was provided with Division cash to use for purchases. Lastly, the minor operative was instructed to make a mental note of the physical description of the clerk that waited on her.

LIQUOR LICENSEE INFORMATION:

During the course of the operation, the underage operative was sent into KOHINOOR LLC d/b/a/ Quick Buy Wine & Liquor, 750 Main Street, Delta, Colorado. Quick Buy Wine & Liquor is licensed as a Liquor Store, Liquor License #03-14313.

COMPLIANCE CHECK INVESTIGATION:

At approximately 1320 hours, the minor operative was taken to Quick Buy Wine & Liquor (liquor license #03-14313) located at 750 Main Street, Delta, Delta County, Colorado. [REDACTED] was instructed to enter the store and attempt to purchase an alcoholic beverage. The minor operative entered the store. The minor operative approached the clerk (female, 55 years old) who was standing behind the counter. I later identified this clerk as Judy Scott, dob [REDACTED]. The clerk then sold a 24oz can of Modelo (malt liquor) to the minor operative for a total cost of \$3.99. The clerk did not ask [REDACTED] for her identification/date of birth/age. I heard the entire interaction via recording device.

Immediately after the sale, the minor operative exited the store and went to the investigator's vehicle.

At this time [REDACTED] handed the 24oz can of Modelo (malt liquor) to me. I took a picture of the alcohol purchased by the minor operative as well as the change which is included in this case report. The minor operative then provided me with his description of the clerk and returned the remaining Division cash. I completed the summons.

I then returned to the store and contacted Ms. Scott. I identified myself with Division-issued credentials and advised Ms. Scott of the reason for contact. I asked Ms. Scott if she was aware ID needed to be checked for anyone who appeared to be under the age of 50 and she said she did. She did say she was aware it was a criminal offence to sell alcohol to anyone under the age 21. Ms. Scott stated "I thought she looked familiar, I thought I had seen her in before."

I served Ms. Scott with Uniform Summons and Complaint #18454, charging a violation of CRS 44-3-901(1)(b)(I) for selling, serving, giving or allowing the procuring of alcohol beverages to a person under 21 years of age, CRS 44-3-901(11)(b) for failing to verify 21+ by requiring ID. Ms. Scott was instructed to appear in Delta County Court at the address, date, and time referenced on the summons. The court date is set for 09/13/2023, at 0900 hours. Ms. Scott signed the summons and was provided with the defendant's copy. I told Ms. Scott if she did not show up at the date and time specified on the summons, a warrant would be issued for her arrest. Ms. Scott said that she understood and apologized for selling alcohol to the minor operative.

We then left the establishment.

HISTORY OF VIOLATOR:

A check of the Liquor Enforcement Division's L.E.D. system indicates KOHINOOR LLC, d/b/a/ Quick Buy Wine & Liquor, has not had a prior violation within the last year for Sell to Minor; however, it did have a violation for Sell to Minor on 05/12/2022. On 05/12/2022, Quick Buy Wine & Liquor failed an alcohol compliance check but that failure is not yet reflected in the State MLO system as of 08/11/2023 because the stipulation has not yet been signed. This violation is pending administrative action. A check with the Delta Clerk indicates that KOHINOOR LLC, d/b/a/ Quick Buy Wine & Liquor has not had any local violations. However, upon speaking with the clerk, she expressed some concerns with Quick Buy Wine & Liquor and the past failure rate.

CONCLUSION AND RECOMMENDATIONS

It can be concluded that the violation of the Colorado Liquor Code did occur. Specifically, 44-3-901(1)(b)(I) and 44-3-901(11)(b) in that employee Judy Scott sold 24oz can of Modelo (malt liquor) to the underage operative and failed to verify age by checking ID, in violation of the above statutes, to occur on the licensed premises on or about 08/07/2023.

Administrative hearing forthcoming.

OFFENDERS**Name:** Scott, Judy**Subject Type:****D/L State:** [REDACTED]**Race:** [REDACTED]**Weight:****D/L #:** [REDACTED]**Sex:** [REDACTED]**Height:****S/S #:****Date of Birth:** [REDACTED]**Hair:** [REDACTED]**Telephone #:** [REDACTED]**Eyes:** [REDACTED]**Address:** [REDACTED]**OTHER INVOLVED PERSONS****Name:** Quick Buy Wine & Liquor,**Subject Type:****D/L State:****Race:** U**Weight:****D/L #:****Sex:** U**Height:****S/S #:****Date of Birth:****Hair:****Telephone #:** 201-489-1556**Eyes:****Address:** 750 Main Street , Delta, CO 81416**Name:** [REDACTED]**Subject Type:****D/L State:****Race:****Weight:****D/L #:****Sex:****Height:****S/S #:****Date of Birth:** [REDACTED]**Hair:****Telephone #:****Eyes:****Address:** , ,**ASSOCIATED ATTACHMENTS****Document Name:** Audio of Sale**File Name:** Quick Buy Liquors .wav

ASSOCIATED IMAGES

Image Description: Quick Buy Liquor License

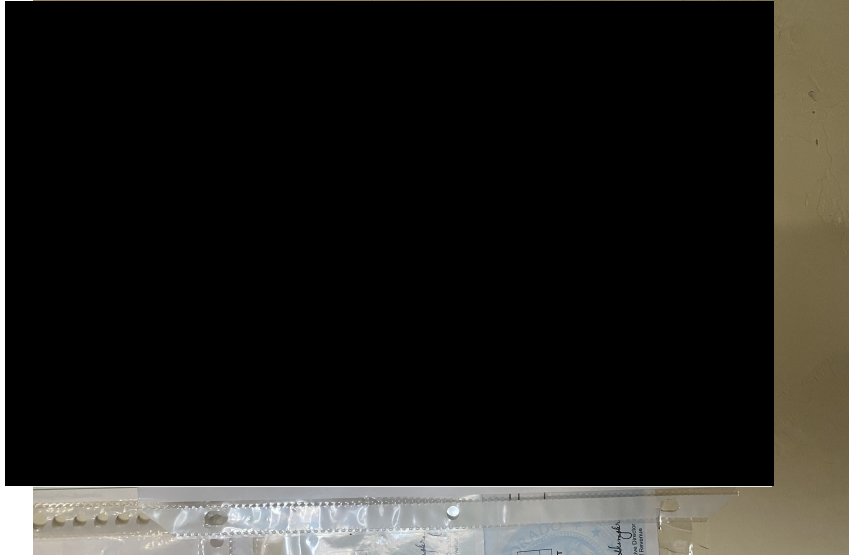


Image Description: Product



Image Description: Change and Receipt

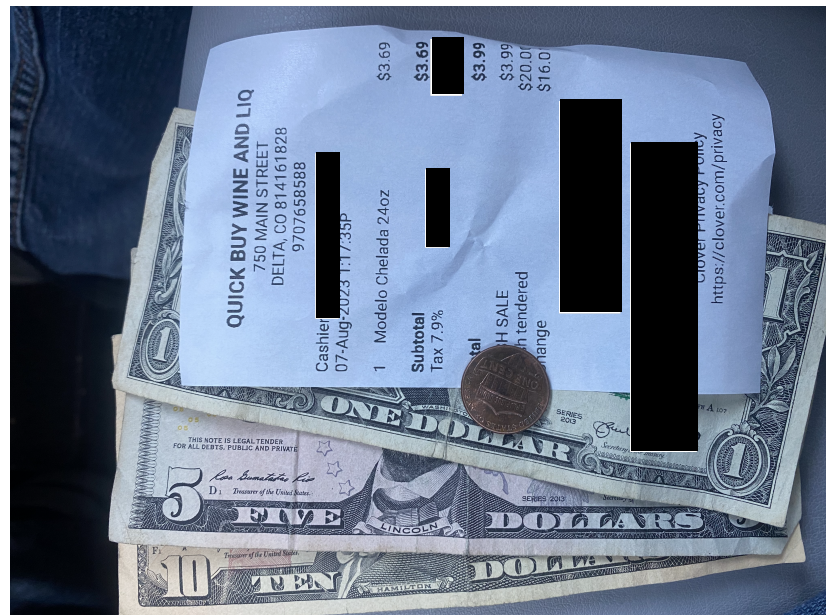
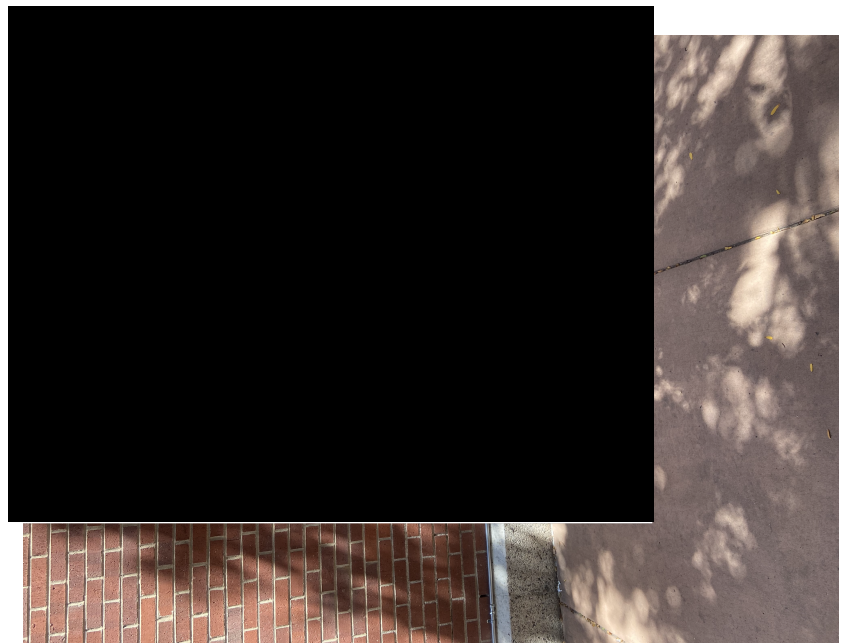


Image Description: [REDACTED]



Uniform Summons & Complaint or Penalty Assessment				NO. 18454	
THE PEOPLE OF THE STATE OF COLORADO VS: SSN:		CR		CR	
Defendant (Last Name)	Scott	(First)	Judy Denise	(Middle)	
Defendant's Address	[REDACTED]			Date of Birth (MM/DD/YYYY)	01-01-2023
Driver's License	[REDACTED]			Approx. Time of Violation	1320
Employer Name	[REDACTED]			State	CO
Approximate Location of Violation, State of Colorado					
X On 750 Main Street, Delta, CO 81416 (Quick Buy Liquor)					
YOU ARE SUMMONED AND ORDERED TO APPEAR TO ANSWER CHARGES AS STATED BELOW IN:					
Delta COUNTY 501 Palmer Street #338 Delta CO 81424 9/13 2023 AT 0900 AM					
CHARGES					
<input checked="" type="checkbox"/> CRS 44-3-901(1)(a) Sale or service of alcohol beverages to a visibly intoxicated person.					
<input checked="" type="checkbox"/> CRS 44-3-901(1)(b)(i) Sell, serve, give or permit the procuring of alcohol beverages to a person under 21 years of age.					
<input checked="" type="checkbox"/> CRS 44-3-901(1)(g) To obtain or attempt to obtain alcohol beverages by a person under 21 years of age by misrepresentation.					
<input checked="" type="checkbox"/> CRS 44-3-901(1)(d) Possession of alcohol beverages by a person under 21 years of age (M2).					
<input checked="" type="checkbox"/> CRS 44-3-901(1)(h) Sale of alcohol without license.					
<input checked="" type="checkbox"/> CRS 18-13-121(1)(a) Tobacco - Furnishing to a person under 18 years of age.					
<input checked="" type="checkbox"/> CRS 18-13-121(1)(b) Tobacco - Failure to Request/Examine Identification.					
<input checked="" type="checkbox"/> CRS 18-13-121(2)(a) Tobacco - Purchase by a person under 18 years of age.					
<input checked="" type="checkbox"/> CRS 18-13-122(2)(b) Marijuana possession by a person under 21 years of age (PO).					
<input checked="" type="checkbox"/> CRS 42-2-130(2) Possession or use of license (false).					
<input checked="" type="checkbox"/> CRS 42-2-309(1)(g) Unlawful display/possession/use of an identification card.					
CRS 44-3-901(1)(b) failed to verify 21 by checking ID					
SUMMONS					
Without admitting guilt, I promise to appear at the time and place indicated above.					
DEFENDANT: [REDACTED]					
NOTICE: SEE INSTRUCTIONS ON REVERSE SIDE					
THE UNDERSIGNED HAS PROBABLE CAUSE TO BELIEVE THAT THE DEFENDANT COMMITTED THE OFFENSE(S) AGAINST THE PEACE AND DIGNITY OF THE PEOPLE OF THE STATE OF COLORADO AND AFFIRMS THAT A COPY OF THIS SUMMONS & COMPLAINT OR PENALTY ASSESSMENT WAS SERVED UPON THE DEFENDANT.					
Date Issued (MM/DD/YYYY)	09/13/23	Officer Last Name (Print)	Scott	Officer	[REDACTED]
SPECIAL REQUIREMENTS FOR MINORS: (Persons under 18 years of age) If you are required to appear in court, you must be accompanied by a parent or guardian.				NO. 22-04	
DR 8050 (06/05/18)					

CITY OF DELTA, COLORADO
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

WHEREAS, the City of Delta (“City”) is a home rule municipality duly organized and existing under Article XX of the Colorado Constitution and the Delta Home Rule Charter (“Charter”); and

WHEREAS, pursuant to C.R.S. § 31-15-401(c), the City has the power and authority to declare what is a nuisance, to abate the same, and to impose fines upon parties who may create or continue nuisances or suffer nuisances to exist; and

WHEREAS, pursuant to C.R.S. § 31-15-401(o), the City has the power and authority to enact and enforce ordinances prohibiting gambling and the use of any gambling device; and

WHEREAS, pursuant to C.R.S. § 16-13-303, the Colorado Legislature has declared that every building or part of a building, every vehicle, and any real property shall be deemed a class 1 public nuisance when, among other things, it is used or designed and intended to be used as gambling premises or as a place where any gambling device or gambling record is kept, as those terms are defined by statute; and

WHEREAS, the City Council has previously enacted Chapter 8.24 of the Delta Municipal Code to declare certain activities and circumstances as nuisances and providing for the prohibition and abatement of nuisances; and

WHEREAS, based on reports and information provided by the Delta Police Department concerning the proliferation of illegal gambling devices being operated within the City of Delta, the City Council finds and determines that illegal gambling and gambling devices should be deemed public nuisances subject to regulation under Chapter 8.24 in addition to existing state laws; and

WHEREAS, the City Council determines that it is in the best interests of the public health and safety of the citizens of Delta to amend the Delta Municipal Code as set forth below.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DELTA, COLORADO:

1. Recitals. The foregoing recitals are incorporated herein as findings and determinations of the City Council.
2. Gambling Declared a Public Nuisance. Section 8.24.010 of the Delta Municipal Code is hereby amended by the addition of a new Section 8.24.010(B)(10) as follows:

10. Professional gambling, operation of a gambling premises, keeping of a gambling record, and keeping, operation or use of a gambling device, all as defined in C.R.S. § 18-10-102 as now existing or as may be hereafter amended.

3. Effective Date. This Ordinance shall become effective thirty (30) days after final passage and publication pursuant to Section 19(c) of the Charter.

INTRODUCED on _____, 2024, at which time copies were available to the Council and to those persons in attendance at the meeting, read by title, passed on first reading, and ordered published as required by the Charter.

CITY OF DELTA, COLORADO

By: _____
Mayor

ATTEST:

City Clerk

INTRODUCED a second time at a meeting of the City Council on _____, 2024, read by title and number, passed, approved, and ordered published as required by the Charter.

CITY OF DELTA, COLORADO

By: _____
Mayor

ATTEST:

City Clerk



CITY WIDE MONTHLY REPORT

MARCH 2024

CITY MANAGER

Delta Library Innovation Workspace - Both new employees filling the Business Incubator Manager and Creative Technologist positions in the Coworking and Makerspace have started. The Tool Raiser effort is ongoing. On 2/21/24 the City's application for Enterprise Zone Contribution Project (EZCP) was approved through Region 10. This enables individuals to receive a tax credit through the State after donating tools to this project. Please contact meganne@cityofdeltanet for more information about this process.

Crisis Prevention Unit - CPU is fully staffed! The team is actively working to support the Delta Police Department and reduce noncriminal call volume. The new team is working together to provide resource connection to participants and vulnerable members of our community. To contact CPU please call 970-874-7911 or visit the Resource Center on Wednesdays from 11 am to 1 pm located at 135 4th Street in Delta.

4th Street Hill - The 4th Street Hill Reconstruction project is underway. The contractor is actively working to complete demolition activities on the project site. For the most up-to-date information including project plans, maps, and schedules please visit the project story map at the following link.

<https://storymaps.arcgis.com/stories/21034d445ed84e0292ad7561fc981f2d>

Communications Team - In February, staff created and began to use a new internal system to streamline communicating waterline breaks, road closures, and other disruptions to the public. With the new system, everyone on the team receives a notification when there is a need to create a public notice. More people have all the information has enabled us to get word out at a quicker pace.

Municipal Arrests and Jail Space - The City and the County met in February to discuss municipal arrests and jail space. These conversations are ongoing. A joint work session with County Commissioners and City Council is in the works.

One Delta County - The One Delta County Executive Committee met on February 21, 2024. The group discussed the formation of committees to focus efforts. One Delta also continues work on the Workforce Housing Project with the City and its partners.

Housing Authority of Delta - The Housing Authority of Delta met on 2/28/2024, for their regularly scheduled board meeting. The developer working with the Housing Authority submitted the 9% Low Income Tax Credit Application (LIHTC) to the Colorado Housing and Finance Authority (CHFA) at the beginning of February. The Housing Authority anticipates hearing back about the application around mid-May 2024.

ADMINISTRATION TEAM

Human Resources

- We are currently at an employee count of 104 FT and 135 PT.
- We have had 5 new hires and 2 Termination for February as of 02/27/2024.
- We are recruiting for PT LifeGuards, Building Official, Public Works Trash Truck Driver and a Seasonal Gardner.
- The **Employee Council** is still working on communication within the City and keeping a close eye on department morale. The next meeting will be held at the Library including a tour.
- The **Safety Committee** is working on the Training schedules for the year. The committee is also working on City Equipment Policy to ensure the proper use and care of all City assets.

City Clerk

- Completed ten records requests.
- Submitted three liquor renewals.
- Completed ??burial permits for the cemetery.
- Sold ?? cemetery lost.
- Two new liquor license applications have been submitted. Staff is reviewing the applications and will be set for hearing in March and/or April.
- Working with a law firm on another new liquor license that is likely to be submitted in March.
- Working with CMCA on training for Clerk's throughout the State and the Annual Conference.
- Working with CML to create a Clerk's Corner on their monthly newsletter. First article will be in their next newsletter.
- Working on RFP/contract process.

- Reviewing the City's social media policy.
- Preparing for the CIRSA annual audit on training as well as the annual property audit.

Municipal Court

- Created the new court schedule and communicated such to law enforcement.
- Working with the City Prosecutor on court processes.
- Received the following new cases:
 - 1 Animal Control citations
 - 23 various municipal violation citations
 - 43 traffic citations

Public Information and Innovation (and GIS):

GIS

- Developed completion timeline for iWorq migration; compiling maps and data form need to transition
- Continued ipad support for IT
- Readressed H50 and 1560 Rd. neighborhood near the intersection of Hwy50 and 1560 Rd.
- Continue to provide new address activations as well as work through Address correction suggested by regional e-911.
- Continued collaboration and support as part of the City's development review team and Community Development department.

Events and Marketing

- Continued planning with our steering committee for this year's Cinco de Mayo Celebration on Friday May 3rd.
- Continued print media advertising contract with Delta County Independent.
- Secure two bands for the Cleland Park Music Series June 13th and 27th. Currently in the process of signing contracts.
- Planning Shakespeare at the Fort in late June.
- Continued work on Marketing, Advertising, and other media items.

Fort Uncompahgre

- The Fort closed on Dec 23rd, 2023 until March 12 2024.

- We are cleaning up and organizing in preparation for some maintenance work at the Fort during the months of January and February. This includes cleanup and reorganizing the Office space at the visitor's center and the classroom building in the NE corner of the fort.
- We have developed Job Descriptions for three volunteer positions at the Fort to be used to recruit volunteers from the RSVP program at Region 10.
- Coordinating our St. Patty's Day Volunteer Rendezvous in March. This event is both a thank you to all of our volunteers from last year and a recruiting effort initiated by our current volunteers.
- We are finishing up our merchandise inventory from the 2023 season.
- Working with area teachers to schedule Fort tours in Spring and Fall 2024.

Fleet & Facilities;

- Techs have been busy with repairs and maintenance on all equipment & vehicles.
- . Vehicles and equipment have been approved for purchase by the City Council. Vehicle build dates have been issued. They will be starting April 1, 2024. Should start seeing some of them in May.
- . Street sweeper is still down. Sent to Grand Junction for engine and hydraulic system work.
- Staff is still working through the paint issues when scheduling permits due to poor manufacturing painting. Body shops have started to catch up so this process should speed up.
- .For the month of February Fleet has completed 91 repair and maintenance work orders.

Facilities;

- . Maintenance and repairs on the City facilities are still ongoing.
- . Work on the Library coworking /maker space is progressing.
- . For the Month of February Facilities has completed 28 work orders.

WELLNESS PLACE TEAM

Recreation

Youth:

- The Community Garden is coming along. Staff will be traveling to Denver this weekend to receive the Colorado Garden Foundation Grant for \$15,000. The funds will help provide, planting beds, soil, greenhouse, benches, shade structures and plants to help grow a garden for our community. We had our first volunteer and participant meeting this week and we have a great group of volunteers excited to get this off the ground. The greenhouse supplies are in and will be constructed this Saturday March 2nd. Sincere appreciation to all the donations that we have received so far to move this project forward as well as the City of Delta Parks & Public Works for all their amazing help with the dirt work and gravel.
- Mark your calendars for the 12th annual Outdoor Heritage and Safety Day on Saturday June 1st from 10am-1pm. Fishing derby 7am-10am, fishing poles provided for the first 100 participants. This event is Free for the entire family to enjoy some outdoor fun and have lunch!

Fitness:

- TRX classes are in high demand, so look for an added class in March on Tuesdays at 4:30.
- Nutrition coaching classes coming soon, more details coming in March.
- Staff is working on informational tri-folds to showcase the personal trainers experience and certifications to help clients choose the best trainer for their needs.

Customer Service:

- We are continuing to work on updating the conference room to reduce the wear and tear of equipment, including a 360 powerpoint projector in the ceiling and remote screens. We also are working on expanding our rental space to include the patio with some additional lighting.
- We are working with our registration software company who is experiencing some technical issues with the program, to help us move forward with online facility reservations and electronic transfer banking on memberships.

Aquatics:

- Congratulations to Amanda Hatch for being awarded the Western Slope Coach of the Year for the Delta High School Swim Team.
- Staff will be presenting to the “Balancing Act in Aquatics” which will offer aquatics users a better understanding of how operations and decisions are made in the pool.. The presentation will be on Thursday February 29th from 12-2pm.
- Summer swimming lesson registration information will be coming the first of April and those spaces fill fast, so look for that soon.
- We recently offered a lifeguard class during the school break and hired a couple of candidates from that class, which will help boost our swim lesson and guarding situation for the upcoming summer months. Look for the next lifeguard class during Spring Break April 15-19th. All ages are welcome to apply for this opportunity. We continue to offer scholarships for all participants wanting to be a lifeguard at the Bill Heddles Recreation Center, see aquatics for more details..
- The aquatics has new hours of operation to help streamline the schedule and open hours of open swim for all ages.. The new schedule is 5:45-10am adults only, 10am-2pm and 4-7pm open swim.
- The aquatics have been given approval to move forward with Mid America Pool Renovations to resurface the Tot Pool beginning in mid August, more details to follow.

Maintenance:

- The following are projects that we are working on or plan to be doing in the upcoming months: replacing all weather stripping around doors, labeling all electric panels, surge protection on high and low voltage meters on the Rec Center, repainting parking lot lines, adding motion light sensors to rooms, repair and replace PA System speakers, and looking to get bids on Recreation Center flooring replacement.

Parks, Open Space, Trails-

- Daily trash and restroom cleaning
- Playground trail and bike park reports completed
- Soccer goals set up
- Compost hauled to flower beds and prepped
- Tree trimmed all parks and cemetery
- 3 tree removals
- Removed $\frac{3}{4}$ of the soil at the arena and built parking area east side of confluence lake
- Built 740 feet of split rail fence for parking area
- Graveled parking area
- Replaced compressor at parks shop
- Watered all trees
- Removed old chainsaw art at Cleland(hazard)
- Repaired zip line at Cleland
- Replaced missing straps and adjusted nets at tennis courts for high school tennis
- Expanded parks yard moved tennis storage shed
- Installed projector and screen at parks shop
- Installed couplers for trees along new parking area
- Started ballfield maintenance mountain view
- Lowered swinging bridge
- Expanded community engagements parking lot
- Picked up greenhouse for community garden
- Pruned grasses and shrubs rec center and concession stand
- Osprey nest was removed from above lights at Confluence baseball fields with assistance from Colorado Parks and Wildlife
- Replaced three lights that were out at Confluence baseball field

Community Engagement

EVENTS

- Balloon Festival-July 4-7th, 2024-Tentative schedule of events is posted to the City Website. The meeting with the Fire Department went well and they have agreed to allow a portion of the lake to be open on July 4th until dusk. We have secured entertainment for Friday and Saturday evenings. Dewayne Hill, a comedian/magician, will be performing on Friday night. Saturday night we will have Remi Mae followed by David Starr and Erik Stucky. Snob Productions will be providing the stage, sound, and a LED video screen for the two days of events. On Friday, February 23rd we did some test tethering with Jim and Sue Barnosky. Everything is coming along to make for a great event!
- The Parks Department has been working on adding additional parking South of the baseball fields at the rec center. Thanks Shaun and your team for making this happen!

YOUTH SPORTS

- Registrations for Girls Softball ages 7-14, T-Ball ages 4-6, Machine Pitch Baseball ages 7-8, and Youth Tennis Clinic.
- Little League registrations are complete and we will be having our player evaluations on Saturday, March 2nd. We have a total of 89 kids signed up which is the exact number from last year. Teams will begin practice the 2nd week of March.
- Soccer registrations are complete. We have a total of 260 kids signed up for a total of 29 teams in Delta. Teams will begin practice the first week of March.
- Our 3-5 year old Learn and Play Sports program has 19 participants. They will meet for five Fridays in March to learn the basics of five different sports.
- Elks Hoop Shoot-Two of our Delta kids won the district championship and got to participate in the state Elks Hoop Shoot in Salida on February 24th. Congrats to Jasmine Ealey and Greyson Hollenbeck!

ADULT SPORTS

- Pickleball continues to be active in the rec center gymnasium 5 days a week. 40 pickleball players participated in a Superbowl round robin tournament on February 10.
- The Spring Adult Volleyball league started on February 26. There are 12 COED rec teams and 5 COED competitive teams that play on Monday and Tuesday nights.
- April Fool's Softball Tournament registration is going on now until March 30th.
- Wallyball is played in the racquetball courts on Wednesdays and continues to see an average of 12 players a night.

PARK RENTALS

- Food Bank of the Rockies at Lion's Pavilion was the only park reserved in February. Food distribution happens on the third Wednesday of the month all year long. Park rentals for the spring and summer are picking up with most Saturdays in July having at least one pavilion rented.

LEISURE

- Annual Racquetball Rumble Tournament-We hosted a total of 35 players for a four day tournament (30 of the players played in two divisions). Players came from all over the Western slope, Denver, and even New Mexico. A total of 58 games were played over the long weekend and a ton of fun was had by all!
- Toddlers(3-5 yrs.) invaded BHRC with over 35 toddlers engaging in various activities from: Bump N Jumps, scooters, bowling, baseball, and other physical fun. The Nature Connection has provided us with the funding to purchase four new strider rockers for toddler time.
- Another Bowling N Brews trip in the books as it seems to be one of the most popular.... Bowlers(21) had lunch at Horsefly Brewery then tested their skills on the lanes.
- Participants(10) took a snowshoeing trip to the Grand Mesa to get exercise and enjoy the sunshine.
- Our participants are very excited about getting a new van. Thanks for all your work Rod to make this happen!

GOLF

-GC Maintenance

- Began building workbench and cabinet storage area in the shop
- As ground softened, we were able to start moving more sprinkler heads out of the cart path and into the turf areas
- Finalized electrical repairs and mainline repairs
- Charged up irrigation season
- Began burning native areas
- Performed general course maintenance
- Finalized landscape cleanup at backside of clubhouse
- Began seeking out bids on various upcoming course projects
- Watered Greens

PW & UTILITIES TEAM

Public Works & Engineering

- Got the Armory sewer utilities connected
- 3 Fire Hydrant replacements - Leon & 6th, 7th & Leon, and 5th & Hillside
- Replaced culvert on H Rd
- Took delivery of asphalt milling from 4th St Hill project
- Built greenhouse pad for the Fort
- Burned weedy areas - 5th & Confluence, Reaction Basin, Confluence retention pond
- 2 Water breaks - 2nd & Dodge and Frontier & Juniper
- Put Mountain Pipeline together to begin filling Reaction Basin with water to supply Golf Course

- Started 4th Hill Construction and almost completed with asphalt, concrete, tree removal and other grubbing

Electric & Broadband

- Working on final discussions with Ouray Hydro plant on the possibility of repurposing unit one generator to replace their existing one. We will have information to council hopefully in March.
- Completed the conduit and Transformer installation for the Armory rebuild.
- Removed the meter pole in the parking lot of The post office so they could back the mail truck in without the Armory lot.
- Installed 3 new services and one additional Solar Net meter. Also repaired 12 street lights.
- CAMU is engaging Municipal Electric Utilities in the Governor's Energy Office stakeholder meetings on the future of Net metering in the State.
- Setting Plans on the EV charger to be placed in the parking lot on 4th and Meeker. We will bring the plan to Council work session in March

CITY FORWARD TEAM

Community Development

- Continue to provide support to the Grant Agreement from the U.S. Department of Transportation Federal Highways division to kick off the RAISE-funded Main Street revitalization project.
- Attended Better Supervisors Training with the leadership team.
- Hired two staff for the Business Incubator and Makerspace positions for the EDA grant.
- Began providing building inspection services to Paonia under the agreement executed with the City.
- Continued discussions with All Points Transit to discuss current routes in Delta and begin discussions regarding a planned circular route for Delta. All Points currently operates the Montrose-Delta commuter route and the Dial a Ride service in Delta. The new circular route in Delta is planned for early spring.
- All Points Transit will be hosting its Brews and Bites event at The Grove on Friday May 3rd.
- Participated in Prop 123 Stakeholder webinar to discuss Fast Track processes for housing developments that include affordable housing components.
- Participated in the Library Innovation Workspace Open House Kickoff and Tool Raiser.
- Building department stats
 - 6 building permits issued, of those permits 2 were single-family dwelling
 - 44 total permits issued
 - 104 inspections completed

- 14 inspections completed for the Town of Paonia
- **Building project updates**
 - The Grove - need final inspections, fire/building
 - Armory - elevator foundation and interior rough inspections
 - Grace Community Church Expansion - preparing for final inspections
 - Les Schwab - framing complete, in process of rough inspections
 - Java Hut - Waiting for applicant to final site plan and improvements agreement
 - Sheriff's Office - Temporary occupancy approved
 - Pregnancy Resource Center - complete
- **Planning and Subdivisions**
 - 6 Boundary Adjustments in progress
 - 2 Boundary Adjustments on hold
 - 8 Subdivisions in progress, 0 Subdivision on hold, 0 Minor Subdivision on hold
 - 1 Rezone applications in progress; 1 Rezone applications on hold

POLICE DEPARTMENT

Delta PD updates for February 2024:

Police Operations:

- Completed Lifespot drill at Delta High School
- Met with Delta County Sheriff's Office in regards to municipal holds
- Attended Better Supervisor Training
- Conducted security for the Night to Shine Prom
- Conducted WCPOA membership push with Board members
- Responded to several large / complex crimes in February
- No stats available this month

Animal Control / Code Enforcement:

- Took numerous animals running at large calls.
- Addressed several unhoused camping issues

Community Policing:

- Attended DHS groundbreaking ceremony
- Several updates on social media
- Crime Mapping updates finalized
- Attended monthly zoom meeting with area PIO's

- Began collecting data to share crime maps on website and social media
- Completed several meetings with area businesses to discuss crime, crime prevention and Business watch programs.

Other Events:

- Construction is still moving rapidly at the Community Safety Center

Emergency Management:

- No updates

Delta Police Department Calls for Service:

No stats are available for February. We will include February in the next update

City Attorney Comments

City Manager Comments

Councilmember Comments

