



# REQUEST FOR PROPOSAL

## Architectural Services for Sharing Ministries

### Food Bank

Issue Date: Tuesday, August 4, 2015  
Agent/Contact: Oneda Doyal, Executive Director, Sharing Ministries, 121 N. Rio Grande, Montrose, CO 81401, phone (970) 209-8396, e-mail doyal@bresnan.net  
Submissions Must Be Received By: Monday, August 24, 2015 at 2:00 p.m. Mountain Time

#### Project Background:

Sharing Ministries, Inc. owns land and intends to build and operate a 9,000-square-foot Food Bank Warehouse and Distribution Center at 49 North 1<sup>st</sup> Street, Montrose, CO. The proposed food bank will replace Sharing Ministries' existing operation in a leased 3,200-square-foot building at 121 N. Rio Grande, Montrose.

The City of Montrose has sponsored a Community Development Block (CDBG) Grant, federal funds administered through the Colorado Department of Local Affairs, to assist with the project (see grant application, including project budget, attached as **Exhibit 1**). The project must comply with all federal and other requirements as outlined in the latest version of the Community Development Block Grant Guidebook at <http://www.colorado.gov/cs/Satellite/DOLA-Main/CBON/1251592194217> and the grant contract.

George Greenbank, licensed Colorado Architect, has assisted Sharing Ministries in schematic design of the food bank (see the Grant Set plans dated November 24, 2014, attached as **Exhibit 2** and the Letter from George Greenbank, Architect, concerning Architectural Services attached as **Exhibit 3**) and has met with town officials, including Assistant Planner Jennifer Spinelli and Building Official Archie Byers. Sharing Ministries received a conditional use permit for a warehouse and storage facility (food bank) in a B-3 General Commercial District from the Montrose Planning Commission on March 26, 2014. Sharing Ministries also received a variance to the front setback from 20 feet to 0 feet from the Montrose Planning Commission March 26, 2014, with a condition that the applicant apply for a building permit within one year of the approval date. Sharing Ministries received an updated variance June 10, 2015, since it had not requested a building permit within one year. The selected architect must work in conjunction with the Sharing Ministries Building Committee to complete the City of Montrose Site Development and building permit processes.

Dowl (formerly Buckhorn Geotech) of Montrose has prepared foundation and civil engineering documents for the project and will revise and complete them (see current engineering documents attached as **Exhibit 4**).

Finally, a survey has been completed for the property (see attached as **Exhibit 5**).

#### Administrative Instructions:

Sharing Ministries, Inc. is requesting formal bids through the Request for Proposal process from a licensed Colorado architect or architectural firm to complete Design Development Documents, Construction Documents for permits and contracts, Construction Procurement Services and Contract Administration Services for the food bank project. A mandatory pre-bid meeting will be held on Wednesday, August 12, at 2 p.m. at the current Sharing Ministries food bank building, 121 N. Rio Grande, Montrose. Proposals will be publicly received and registered on Monday, August 24, 2015, at Sharing Ministries, 121 N. Rio Grande, Montrose, Colorado, 81401, at 2:00 p.m. Mountain Time. Bids will be received no later than 2:00 p.m. on the above date.

Complete bid packets may be downloaded from the City of Montrose web page at [www.cityofmontrose.org](http://www.cityofmontrose.org) under Department Services, Purchasing, and Open Bids. Addenda will be posted to the website, and it is the bidder's responsibility to download addenda.

Sharing Ministries, Inc. reserves the right to accept or reject any or all bids, to waive irregularities and/or informalities and to disregard all non-conforming, non-responsive, unbalanced or conditional bids. Sharing Ministries, Inc. complies with all Equal Opportunity requirements. All qualified Offerors will receive consideration without regard to race, creed, color, national origin, sex, marital status, religion, ancestry, mental or physical handicap or age.

### GENERAL TERMS AND CONDITIONS

These General Terms and Conditions apply to all Offers made to Sharing Ministries, Inc. by all prospective vendors (herein after referred to as "Bidder") regarding Solicitations including, but not limited to, Invitations to Bid, Requests For Proposals, Requests

for Quotes, and Requests For Qualifications (hereafter "Solicitation" or Bid Solicitation.).

#### A. CONTENTS OF BID

- 1) Bidders shall thoroughly read the project requirements and specifications, and shall examine any drawings, which may be incorporated into the Bid documents. As Bid documents frequently change for each Solicitation, veteran Bidders shall not assume that this Solicitation contains the same terms and conditions that were supplied in prior Solicitations. Sharing Ministries is not obligated to identify either minimal or substantial modifications to Bid documents.
- 2) Bidders shall make all investigations necessary to thoroughly inform themselves regarding the plant and facilities affected by the delivery of services, materials and equipment as required by the Bid conditions. No plea of ignorance by the Bidder of conditions that exist, or may hereafter exist as a result of failure to fulfill the requirements of the contract documents, will be accepted as the basis for varying the requirements of Sharing Ministries or the compensation to the Bidder.
- 3) Bidders are advised that this contract is subject to all legal requirements contained in City Ordinances and State and Federal Statutes governing purchasing activities.
- 4) Bidders are required to state the exact intentions of their offer via this Solicitation and must indicate any variances to the terms, conditions, and specifications of this Solicitation, no matter how slight. If variations are not stated in the Bidder's Offer, it shall be construed that the Bidder's Offer fully complies with all conditions identified in this Solicitation.

#### B. CLARIFICATION AND MODIFICATION OF BID SOLICITATION

- 1) Apparent silence or omissions within this Bid Solicitation regarding a detailed description of the materials and services to be provided shall be interpreted to mean that only the best commercial practices are to prevail and that only materials and workmanship of first quality are to be used.
- 2) If any Bidder contemplating submitting a Proposal under this Solicitation is in doubt as to the true meaning of the specifications, the Bidder must submit a written (fax or e-mail) request for clarification to Sharing Ministries' Agent/Contact. The Bidder submitting the request will be responsible for ensuring Sharing Ministries receives the request at least seven (7) calendar days prior to the scheduled bid opening.
- 3) Any official interpretation of the Bid Solicitation must be issued in writing by the agent/contact of Sharing Ministries who is authorized to act on behalf of Sharing Ministries. Sharing Ministries shall not be responsible for other interpretations offered by employees of Sharing Ministries who are not authorized to act on behalf of Sharing Ministries for this project.
- 4) If necessary, Sharing Ministries may issue a written addendum to clarify or inform of substantial changes which impact the technical submission of Bids. Addenda will be posted to the City website, and it is the Bidder's responsibility to download addenda. The Bidder shall certify its receipt of the addendum by signing the addendum and returning it with its Bid. In the event of a conflict with the original Bid Solicitation documents, addenda shall supersede all other documents to the extent specified. Subsequent addenda shall govern over prior addenda only to the extent specified.

#### C. PRICING, COLLUSION, AND TAXES

- 1) Current Prices. Bid Proposals must be fixed and firm unless stated otherwise in the Bid Solicitation.
- 2) Discounts. Discounts shall not be considered in determining the lowest net cost for Bid evaluation purposes. Payment terms shall be as set forth in any contract executed between Sharing Ministries and the Bidder. Payment by Sharing Ministries is deemed to be made on the date of the mailing of the check, or as otherwise set forth in any contract executed between Sharing Ministries and the Bidder.
- 3) Collusion. The Bidder, by affixing its signature to this Proposal, certifies that its Proposal is made without previous understanding, agreement, or connection either with any persons, or entities offering a Bid for the same items, or with Sharing Ministries. The Bidder also certifies that its Bid is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.
- 4) It shall be understood and agreed that Bid Offers submitted by persons and entities are done so independently of any other offers, and that Bidders will not knowingly participate in solicitations where there exists a conflict of interest with their entity and a member of Sharing Ministries staff or their immediate family.
- 5) Taxes. Bidders will neither include Federal, State nor applicable Local excise or sales taxes in bid prices, as Sharing Ministries, a 501(c)(3) organization, is exempt from payment of such taxes. The Colorado Department of Revenue, Certification of Exemption for Colorado State Sales/Use Tax account number for Sharing Ministries is 98-12122-0000. An exemption certificate will be provided, where applicable, upon request.

#### D. PREPARATION AND SUBMISSION OF BID

- 1) The Proposal must be typed or legibly printed in ink. The use of erasable ink is not permitted. All corrections made by the Bidder must be initialed in ink by the Bidder or its lawful agent.
- 2) Bid Proposals must contain a manual signature of an authorized agent of the Bidder in the space provided on the Bid Proposal Form. If the Bidder or its lawful agent fails to sign the Bid Proposal Form, its Bid shall be considered non-responsive and ineligible for award.
- 3) Unit prices shall be provided by the Bidder on the Bid Proposal Form when required in conjunction with the prescribed method of award. The Bidder shall enter "No Bid" for each item where a unit price will not be offered. Where there is a discrepancy between the unit price and the extension of prices, the unit price shall prevail.
- 4) The delivery and/or completion date(s) provided by the Bidder, if required, must be stated in calendar days, following receipt of order/contract or official notice to proceed.
- 5) All information and supplemental documentation required in conjunction with this Bid shall be furnished by the Bidder with its Bid Proposal. If the Bidder fails to supply any required information or documents, Sharing Ministries, in its sole discretion, may consider

the Proposal non-responsive.

6) The accuracy of the Bid is the sole responsibility of the Bidder. No changes in the Proposal shall be allowed after the submission deadline, except when the Bidder can show clear and convincing evidence that an unintentional factual mistake was made, including the nature of the mistake and the price actually intended.

7) The Bid Proposal Form shall be enclosed in a sealed envelope and addressed to Sharing Ministries. The envelope shall clearly identify the Title and Due Date when submitted to Sharing Ministries. The Bidder shall also include its name and address on the outside of the envelope.

8) Sharing Ministries' Bid Proposal Form, which is attached to this Bid Solicitation, must be used when the Bidder is submitting its Bid Proposal. The Bidder shall not alter this form unless instructed to do so in writing by Sharing Ministries. Failure to use Sharing Ministries' Bid Proposal Form may result in the Bid being considered non-responsive.

9) Offers in response to formal Bid Solicitations will not be accepted by facsimile transmission. Only signed written offers will be considered responsive, and eligible for possible award. Bidders shall provide Proposal Forms, Statement of Work/Technical Offer Section, Special Conditions, Specifications and Pricing Form, and any other mandatory submittals with the bid. If RFP contemplates sample contract, submit sample.

10) Bidders who qualify their Proposals by including alternate contractual provisions should be aware that Sharing Ministries will not negotiate the terms of its contracts, and will ordinarily declare such Bid Proposals non-responsive. Once bids have been opened, Sharing Ministries shall not consider any subsequent submissions of alternate terms and conditions.

11) Bid Bonds (5% of total bid price) and performance and payment bonds (100% of total bid price) are required on construction projects over \$50,000.

12) Insurance certificates are required after a Notice of Award has been issued. Costs for additional coverage must be included in the Bidder's proposal cost.

13) Bid Proposals received after the submission due date and time prescribed for the solicitation shall not be considered.

#### E. MODIFICATION OR WITHDRAWAL OF LEGITIMATE OFFERS

1) Bidder offers may be modified in the form of an official written notice, and must be received prior to the due time and date set forth the Bid Solicitation. Each modification submitted must have the Bidder's name and return address and the applicable title clearly marked on the face of the envelope. If more than one modification is submitted, the modification bearing the latest date of receipt by Sharing Ministries will be considered the valid modification.

2) Bids may be withdrawn prior to the due time and date set for the Solicitation, provided it is in the form of an official, authorized written request.

3) Proposals may not be modified or withdrawn after the due date and time set for the Bid opening for a period of ninety (90) calendar days. If a Bid Proposal is modified or withdrawn by the Bidder during this ninety (90) day period, Sharing Ministries may, at its option, place the Bidder on suspension and may not accept any further Bid Proposals from the Bidder for a period set by Sharing Ministries following the Bidder's modification or withdrawal of its Proposal. Sharing Ministries may reject an offer, in whole or in part.

#### F. EVALUATION OF OFFERS

1) Offers shall be evaluated based upon their responses to the questions and requests for information in this Bid Solicitation, and based upon whether and to what degree they comply with the instructions set forth herein. Thoroughness, accuracy, veracity, and professionalism in the responses shall be taken into account.

2) Sharing Ministries may, in its sole and absolute discretion:

- a) Reject any and all, or parts of any or all, Bid Proposals submitted by prospective Bidders;
- b) Re-advertise this Solicitation;
- c) Postpone or cancel the Bid process for this Solicitation;
- d) Waive any irregularities or technicalities in proposals received in conjunction with this Solicitation;
- e) Determine the criteria and process whereby Proposals are evaluated and awarded.

3) A Proposal may not be accepted from, nor any contract be awarded to, any person or entity which is in arrears to Sharing Ministries upon any debt or Contract or which is in default as surety or otherwise upon any obligation to Sharing Ministries.

4) No Contract shall be awarded to any person or entity which has failed to perform faithfully any previous contract with Sharing Ministries, the State or Federal government for a minimum period of one (1) year after said previous Contract was terminated for cause.

5) A Proposal may not be accepted from, nor any Contract awarded to, any person or entity which has pending litigation against Sharing Ministries at the date and time of the Bid Opening.

#### H. AWARD OF CONTRACT

1) Sharing Ministries' Agent/Contact is authorized to handle initial contacts regarding any protest of the solicitation or award of Sharing Ministries' contract, or any claim arising out of the performance of a Sharing Ministries contract. Any actual or prospective Bidder or Contractor who has a grievance in connection with the solicitation or award of a contract shall first seek resolution of the matter with Sharing Ministries' Agent/Contact.

2) If the Sharing Ministries Executive Director or designee does not, within thirty (30) days after receiving a protest, or within such longer period as may be agreed upon by the parties, issue a written decision on the protest or make a determination that award of the contract is necessary, the protest shall be considered denied.

3) Sharing Ministries reserves the right to accept or reject any or all proposed bids, or any combination of them, and to waive any informality or irregularity in the bid or in the bidding.

4) Successful Bidders shall comply with all local, state, and federal directives, ordinances, rules, orders, and laws as applicable to, and affected by, the Bid Proposal.

5) No Bidder shall be excluded from consideration for award in conjunction with this solicitation on the basis of race, color, creed, national origination, handicap or sex, or be subjected to discrimination under any contractual award administered by Sharing Ministries.

#### L. CONTRACTUAL OBLIGATIONS

1) Successful Bidders shall comply with all contractual obligations contained in the Contract Documents, as set forth in the contract signed by Sharing Ministries and Bidder. A sample contract that Bidder will be expected to sign is supplied with these Bid Documents (see **Exhibit 6**).

### SPECIAL CONDITIONS

Company Name: \_\_\_\_\_

#### 1. PRE-BID CONFERENCE IS MANDATORY:

The Mandatory Pre-Bid Conference will be held at the current Sharing Ministries food bank building, 121 N. Rio Grande, Montrose, Wednesday, August 12, 2015, at 2:00 p.m.

#### 2. CONTACT PERSON:

During the course of this request process, from issuance until a recommendation for award, Bidders shall not initiate contact related to this request with anyone other than the officially designated individual:

For this bid the contact is Oneda Doyal, email: [doyal@bresnan.net](mailto:doyal@bresnan.net).

Failure to abide by this requirement may result in disqualification from further participation in this process.

#### 3. QUESTION DEADLINE:

All questions regarding this Request For Proposal shall be directed in writing (mail, email or fax) to Oneda Doyal, Executive Director, or email address: [doyal@bresnan.net](mailto:doyal@bresnan.net) or mailed to Sharing Ministries, 121 North Rio Grande, Montrose, CO 81401. All inquiries shall clearly identify the name of the firm and the authorized representative, RFP Title and a method or address to which the responses shall be made.

The deadline for receipt of questions from Bidders in regards to this RFP is Monday, August 17, 2015.

Responses will be prepared by Sharing Ministries in an addendum and published on the City of Montrose web site at: [www.cityofmontrose.org](http://www.cityofmontrose.org) under Department Services, Purchasing, Open bids, under this bid name. The responses in writing are the only official answers.

#### 4. SUBMITTAL INSTRUCTIONS:

Sharing Ministries desires to receive a clear, concise, economical presentation of the vendor's proposal. Bidders should include the following information in their Proposal and use the following format when compiling their responses.

- A. One (1) copy and one original of the bid packet beginning with "Special Conditions" section.
- B. Submit signed bid addendum or addenda.
- C. Submit a bid packet in a sealed envelope with the project title and due date in the lower left hand corner of envelope, with the bidder's name and address clearly written on the envelope.

Failure to submit a proposal in the manner indicated may be cause for it to be considered 'non-responsive' and ineligible for consideration and subsequent award.

#### 5. SELECTION PROCESS:

Proposals will be qualified and reviewed by an evaluation committee for administrative capability, conceptual and programmatic capability, project implementation/project timelines, cost information, and feasibility and completeness. All evaluation factors are equally important. The objective of the Committee is to recommend the Bidder whose Proposal is most responsive to Sharing Ministries' needs.

- A. Following evaluation of the Proposals, the Committee may make a selection on the basis of the proposals received, or

may choose to “short list” prospective firms for further review and interviews. Final selection shall be based on the committee’s recommendation, and a “Notice of Award” shall be made.

B. The contract will be executed and a Notice To Proceed issued.

6. PROPOSED TIMELINE:

Monday, August 24, 2015	Proposals due to Sharing Ministries
Monday, September 14, 2015	Execute contract with architect or architectural firm
Monday, October 19, 2015	Complete Design Development
Monday, November 23, 2015	Complete Construction Documents
Monday, November 21, 2016	Complete Construction Procurement Services and Contract Administration Services Portion of the Work

**PROPOSAL FORM - PAGE 1**

**SUBMITTED BY:** Company Name: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_

State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

**CERTIFICATION:** (if a Submission is Offered):

The undersigned hereby affirms that:

- He/she is a duly authorized agent of the Bidder,
- He/she has read the General Terms and Conditions, the Special Conditions and any technical specifications that were made available to the Bidder in conjunction with this Bid and fully understands and accepts these terms unless specific variations have been expressly listed on the Bid Proposal Form;
- The Submission is being offered independently of any other Bidder and in full compliance with the collusive prohibitions specified in the General Terms and Conditions of this solicitation; and
- The Bidder will accept any awards made to them as a result of this Solicitation for a minimum of ninety (90) calendar days following the date and time of the bid opening.

By: \_\_\_\_\_

Manual Signature of Agent

Date

\_\_\_\_\_  
Typed/Printed Name of Agent

\_\_\_\_\_  
Title of Agent

Include Original with Submission

Affix Manual signature of authorized agent.

**NO OFFER:**

Indicate reason(s) why no offer is being submitted at this time.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PROPOSAL FORM - PAGE 2**

**Company Name:** \_\_\_\_\_

**PROMPT PAYMENT TERMS:**

Discount: \_\_\_\_\_ % \_\_\_\_\_ Days

Net: \_\_\_\_\_ Days

**VARIATIONS:**

The Bidder shall identify all variations and exceptions taken to the General Terms and Conditions, the Special Conditions and any Technical Specifications in the space provided below; provided, however, that such variations are not expressly prohibited in the Bid

documents. For each variation listed, reference the applicable section of the bid document. If no variations are listed here, it is understood that the Bidder's Proposal fully complies with all terms and conditions. It is further understood that such variations may be cause for determining that the Bid Proposal is non- responsive and ineligible for award:

Page #: \_\_\_\_\_ Item # of Section: \_\_\_\_\_

Variance

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Page #: \_\_\_\_\_ Item # of Section: \_\_\_\_\_

Variance

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Page #: \_\_\_\_\_ Item # of Section: \_\_\_\_\_

Variance

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### STATEMENT OF WORK

Company Name: \_\_\_\_\_

#### SCOPE OF WORK:

Shared Ministries, Inc. seeks information from qualified Colorado architects for architectural services.

Prospective project includes the following:

- Analyzing the Shared Ministries, Inc. Grant Set plans dated 11/24/2014 (attached as **Exhibit 2**)
- Preparing all documents, drawings and specifications in digital format
- Providing services as architect of record for completing site development plans, building permit and contract documents
- Providing services as project architect with assistance from the Sharing Ministries, Inc. Building Committee
- Coordinating with the foundation structural engineer and metal building manufacturer (Steve Walker, supplier)
- Completing Design Development, Construction Documents for permits and contracts, Construction Procurement Services, and Contract Administration Services portions of the work according to applicable provisions of AIA Document B141

Architect or individual designated as principal or project manager should have a license to practice architecture in Colorado. Experience providing architectural services for Community Development Block Grant- or other federally-funded projects will be a plus.

Interested architect or firm should provide the following information at a minimum:

1. Name, address and telephone number of the consulting architect or firm;
2. Form of organization, where the firm is organized and names of principals, officers and directors of the firm, if applicable;
3. Brief resumes of key personnel to be committed to the project, including names, titles, experience, education, the project assignment or role person will be expected to fulfill in connection with the work, the name of the firm the individual works for (in cases of joint ventures and outside consultants) and length of service with the firm. Provide an organization chart, if applicable;
4. An estimate of current and projected workload;
5. An outline of architect's or firm's experience, including a list of representative or comparable projects completed within the last five years, including names and telephone numbers of previous clients, approximate project cost, process and time frame;
6. A summary of architect's or firm's experience in programming, planning and providing "field" services for projects;
7. A list of relevant projects or other professional experience evaluating and installing warehouse facilities as described in Grant Documents;
8. A list of any specialized experience working with environmental permitting, structural engineering and related

- professions;
9. A list of the in-house services (not to be externally contracted) provided by the firm;
  10. A list of probable subconsultants contracted by your firm (if any), the portions of the work they will perform and qualifications for this type of work;
  11. A description of the method and process used to develop project budgets;
  12. A description of the method and process used to design and manage projects to meet and not exceed an approved project budget;
  13. A description of the knowledge and experience possessed by architect or members of the firm in administering Community Development Block Grant-funded or other federally-funded projects.

Offeror shall submit Proposal in the following format. Failure of the Offeror to follow the prescribed format may result in rejection of the Proposal.

#### **SECTION I: TECHNICAL OFFER (SCOPE OF WORK)**

*The Technical Offer shall contain all the information as requested herein, and any additional information necessary to summarize the above Scope of Work:*

1. A response providing all required information listed above and that defines the architect's or firm's approach to completing Design Development, Construction Documents for permits and contracts, Construction Procurement Services, and Contract Administration Services portions of the work according to applicable provisions of AIA Document B141. Where applicable, describe key attributes of the architect or architectural firm as they relate to the requirements of this project. Provide assurance that the individual designated as the project manager would manage and serve as the key contact for the duration of the project.
2. A statement on whether or not firm can meet proposed timeline above or propose an alternate timeline and a project schedule outlining proposed timelines of each area of the Scope of Work. Schedule should identify deliverables.
3. If the Bidder submits a joint proposal with different companies accomplishing different tasks, the Bidder must identify one single point of responsibility for all and must identify the company for the contractual obligation.

#### **SECTION II: COST PROPOSAL (FEE SCHEDULE)**

Indicate the way in which project budget will be allocated by task (including an estimated hour breakdown by task) and include a summary of billing rates or a fee schedule. Break down cost proposal by Design Development, Construction Documents, Construction Procurement Services, and Contract Administration Services portions of the work as indicated on the Proposal Response Form and include a "not to exceed" cost for the total project as indicated.



SHARING MINISTRIES

PROPOSAL RESPONSE FORM

SECTION I: TECHNICAL OFFER (SCOPE OF WORK)

Include the methods and means by which the Bidder shall perform the work outlined in the Statement of Work. A list of work to be subcontracted and any other information deemed necessary shall be included in the Technical Offer.

SHARING MINISTRIES

PROPOSAL RESPONSE FORM

SECTION II: COST PROPOSAL (FEE SCHEDULE)

Indicate the way in which project budget will be allocated by task (including an estimated hour breakdown by task) and include a summary of billing rates or a fee schedule. Bidder may attach additional sheets if necessary.

Design Development	\$ _____
Construction Documents	\$ _____
Construction Procurement Services	\$ _____
Contract Administration Services	\$ _____
<u>Total Project (Not-to Exceed Cost)</u>	\$ _____

**Exhibit 1**

**Grant Application, including Project  
Budget**



Revised 2014

# \_\_\_\_\_  
(For Use by State)

**Community Development Block Grants Program  
APPLICATION**

For Public Facilities & Community Development Projects

**A. GENERAL AND SUMMARY INFORMATION**

<b>1. Name/Title of Project</b>	Sharing Ministries Food Bank		
<b>2. Name of Applicant:</b> (must be county or municipality)	City of Montrose	<b>DUNS #</b> 139730410	

(In the case of a multi-jurisdictional application, list the name of the "lead" municipality or county).

Are any other municipalities and/or counties participating in this project? If yes, list below:

If applying on behalf of a district or non-profit agency, what is the name of that entity?	Sharing Ministries, Inc. dba Sharing Ministries Food Bank
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**3. Chief Elected Official (If a multi-jurisdictional application, chief elected official of the "lead" municipality or county):**

<b>Name:</b>	Bob Nicholson	<b>Title:</b>	Mayor
<b>Address:</b>	433 South First Street, P.O. Box 790, Montrose, CO 81402	<b>Phone:</b>	(970) 240-1422
<b>Fax:</b>	(970) 240-1493	<b>E-Mail:</b>	bnicholson@ci.montrose.co.us

**4. Designated Contact Person for the Application:**

<b>Name:</b>	On'eda Doyal	<b>Title:</b>	Executive Director
<b>Address:</b>	121 N. Rio Grande, Montrose, CO 81401	<b>Phone:</b>	(970) 209-8396
<b>Fax:</b>	(970) 240-0172	<b>E-Mail:</b>	doyal@bresnan.net

<b>5. Amount of CDBG Grant Requested:</b>	\$600,000	If applying for more than one project, please prioritize (1 of 2, etc.)	
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<b>6. Project Location:</b> 49 North First Street, Montrose, Montrose street address city/town county
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**6.a. Please attach a map showing the location of the project.** See attached location map in **Exhibit A.**

<b>7. Site Control Status</b>	<input checked="" type="checkbox"/> <b>Owned</b> by Sharing Ministries, Inc.	<input type="checkbox"/> <b>Under Contract</b>	<input type="checkbox"/> <b>Leased</b>
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**8. Briefly Describe the Proposed Project. Is it a priority based on the health, safety or welfare of the community?**

This project will construct a 9,000-square-foot building, including parking, landscaping and access, in Montrose as a food bank for Sharing Ministries, Inc., a 19-year-old non-profit 501(c)(3) organization whose vision is to alleviate hunger in the communities of Southwest Colorado by providing individuals and families who are in need with access to nourishing food; promoting public awareness of hunger issues and nutrition; and assisting in self-sufficiency with dignity, compassion, and respect. Sharing Ministries is the 6<sup>th</sup> largest food bank in Colorado and serves Montrose, Delta, Gunnison, Ouray, and San Miguel Counties.

In 2013, Sharing Ministries Food Bank assisted 70,997 individuals and distributed 811,328 pounds of food, an increase of 142 percent in the number of individuals served and 54 percent in pounds of food distributed over the last five years. Approximately 76 percent of the individuals Sharing Ministries served in 2013 and 89 percent of the food distributed assisted residents of Montrose County.

Sharing Ministries will construct the new food bank building on property it owns at 49 South First Street to replace its existing operation in a leased, overcapacity 3,200-square-foot building. By providing three meals per family member for three days per month to families under 185 percent of Federal Poverty Level Guidelines, Sharing Ministries Food Bank greatly contributes to the health, safety and welfare of the people it serves.

## B. BUDGET & INFORMATION

### 1. Project Budget & Funding Sources

		Project Funding			
	Total Cost	State CDBG	Other Funds Requested or Committed		
			Amount	Source	Status*
<b>ADMINISTRATION</b>	\$5,000	\$5,000			
<b>PROJECT ACTIVITIES (list)</b>					
<b>Land</b> (acquired in a voluntary transaction in 2014)	65,000		65,000	Sharing Ministries, Inc.	Committed
<b>Design and Construction</b> (Please see detailed cost estimate attached in Exhibit B.)	1,559,219	595,000	200,000	Daniels Fund	Invited, to request in Summer 2015
			5,000	Montrose County	Committed
			543,652	Sharing Ministries	Fundraising – Pending
<b>Donated materials, professional services and volunteer labor:</b>					
Grading, base, asphalt paving			48,284	City of Montrose	Pending
			48,284	Montrose County	Pending
Water tap, sewer tap, building permit			18,664	City of Montrose	Committed
Volunteer labor (860 hours @ \$9.75/hr.)			8,385	Sharing Ministries, Inc.	Committed
Architectural services			12,300	George Greenbank, Architect	Committed (Donated to date)
Engineering services			11,898	Buckhorn Geotech	Committed (Donated to date)
Metal building (50 x 125 feet)			34,000	Steve Walker	Committed
Plumbing fixtures			4,252	Dahl Plumbing	Committed
Electric pole relocation			15,000	Delta-Montrose Electric Association	Committed
Offsite cabinetry construction			8,600	Habitat for Humanity "We Build Program"	Committed
Landscape and irrigation design			1,200	Ashton Davis	Committed

Appliance installation			700	Tri-River Appliance	Committed
Fencing			4,000	England Fencing	Committed
*(e.g., committed, in application stage, etc.)					
<b>TOTAL</b>	\$1,629,219	\$600,000	1,029,219		

## 2. Financial Information

Provide information for all municipalities and counties directly participating in the application and for any entity on whose behalf the application is being submitted. Attach additional sheets if necessary.

	City of Montrose	Sharing Ministries, Inc.	
a. Assessed Valuation (Year <u>2014</u> )	\$263,101,883	N/A	
b. Mill Levy	0	N/A	
c. Overlapping Mill Levy*	0	N/A	
d. Sales Tax Rate (%) / Annual Revenue	3%/\$12,500,000	N/A	
e. Long-Term Debt, by Type / Amount	Bonds/\$1,030,000	Land/\$65,000	
f. Annual Budget** ( <u>General Fund</u> )			
Total (Year <u>2015</u> )	\$17,769,341	\$253,630	
Carry Forward (as of 1/1/2015)	\$6,825,597	\$167,080	

\*Sum of mill levies of overlapping jurisdictions (e.g., sum of levies of municipality, school district, etc.).

\*\*For fund most relevant to application (e.g., General Fund for housing applications, Sewer Fund for sewer applications, etc.).

### g. Water:\*\*\*

Tap Fee			
Avg. Monthly User Charges ***			
Number of Taps Served by Applicant			
Fund Carry Forward (as of 1/1/____)			

### h. Sewer\*\*\*

Tap Fee			
Avg. Monthly User Charges ***			
Number of Taps Served by Applicant			
Fund Carry Forward (as of 1/1/____)			

\*\*\*Not required if not relevant to application (e.g., not required for housing rehabilitation applications).

\*\*\*\*Divide sum of monthly residential revenues by number of residential taps served.

## C. PROJECT JUSTIFICATION - NATIONAL OBJECTIVES AND BENEFIT TO LOW/MODERATE INCOME PERSONS

1. Complete the following table relating to "national objectives and benefit to low/moderate income persons".

Descriptive Title of Proposed Project Activity	National Objectives Choose One for Each Activity			Persons That Activity Will Serve Directly		
	L/M Income Benefit	Slum Blight	Urgent Need	Total Number of Persons	Number of Low/Mod Income Persons	Percent Low/Mod Income Persons

Food Bank Services				53,958 (2013, Montrose County)	53,955	99.99%
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\*If a proposed project activity is being undertaken to address the "prevention or elimination of slums or blight," requirements described in Appendix E of the "Program Guidelines" must be met.

\*\*If a proposed project activity is being undertaken to address an "urgent need" rather than to benefit low and moderate income families or to prevent or eliminate slums or blight, the applicant must attach a certification stating that the proposed activity is designed to meet other community development needs that have arisen during the preceding 12-month period and have a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and that other financial resources are not available to meet such needs.

2. Describe how the estimates of low and moderate-income persons were arrived at? If using census data, include information relating to census tract and block group if not area wide. **Attach supporting documentation.** If you are considering conducting an income survey, please contact Barbara Musick at (303) 866-3120 for information on the HUD-required methodology.

Sharing Ministries collects proof of income information from food bank clients before providing food and requalifies clients beginning in January of each year. Family units with annual incomes under 185% of Federal Poverty Level Guidelines qualify to receive food from the food bank. (Please see Federal Poverty Level Guidelines attached as **Exhibit C.**) One hundred eighty five percent of Federal Poverty Level Guidelines for one- to four-member households is below the maximum moderate income for CDBG projects. While 185 percent of Federal Poverty Level Guidelines for five-member households and above is slightly over the maximum moderate income for CDBG projects, Sharing Ministries verified all Montrose County families currently served (as of December 2014) except one three-person family are below maximum moderate income for CDBG purposes.

3. If the proposed project includes an application or selection process (e.g., day care center, human services, etc.), in the space below, describe what procedures will be used to ensure that: a) low to moderate benefit to individuals is achieved? b) beneficiaries will be selected through an open and equitable process? and, c) greatest needs are addressed?

Sharing Ministries collects proof of income information from food bank clients and requalifies clients annually to ensure annual incomes are below 185% of Federal Poverty Level Guidelines. Over 99 percent of the food bank's current Montrose County clients are low- to moderate-income for CDBG purposes.

## ENVIRONMENTAL REVIEW

In accordance with 24 CFR Part 58.22 (see below), all federally funded projects must accomplish an environmental review prior to beginning any work on a project. These HUD regulations are in place for two purposes:

1. To ensure federal funds are used to place people of low and moderate income in environmentally safe conditions; and
2. To ensure federal funds are NOT used to negatively impact environmental conditions that exist near a project site.

Read through this section thoroughly and direct any questions to the appropriate contact person listed at the bottom of the following page. In addition, the "Environmental Review Worksheet" on the following page ***must be completed and included with the final application.***

### 24 CFR Part 58.22 Limitations on activities pending clearance.

(a) Neither a recipient nor any participant in the development process, including public or private nonprofit or for-profit entities, or any of their contractors, may commit HUD assistance under a program listed in Sec. 58.1(b) on an activity or project until HUD or the state has approved the recipient's RROF and the related certification from the responsible entity. In addition, until the RROF and the related certification have been approved, neither a recipient nor any participant in the development process may commit non-HUD funds on or undertake an activity or project under a program listed in Sec. 58.1(b) if the activity or project would have an adverse environmental

impact or limit the choice of reasonable alternatives.

(b) N/A for DOLA projects

(c) If a recipient is considering an application from a prospective sub-recipient or beneficiary and is aware that the prospective sub-recipient or beneficiary is about to take an action within the jurisdiction of the recipient that is prohibited by paragraph (a) of this section, then the recipient will take appropriate action to ensure that the objectives and procedures of NEPA are achieved.

(d) An option agreement on a proposed site or property is allowable prior to the completion of the environmental review if the option agreement is subject to a determination by the recipient on the desirability of the property for the project as a result of the completion of the environmental review in accordance with this part and the cost of the option is a nominal portion of the purchase price. There is no constraint on the purchase of an option by third parties that have not been selected for HUD funding, have no responsibility for the environmental review and have no say in the approval or disapproval of the project.

(e) Self-Help Homeownership Opportunity Program (SHOP). In accordance with section 11(d)(2)(A) of the Housing Opportunity Program Extension Act of 1996 (42 U.S.C. 12805 note), an organization, consortium, or affiliate receiving assistance under the SHOP program may advance non-grant funds to acquire land prior to completion of an environmental review and approval of a Request for Release of Funds (RROF) and certification, notwithstanding paragraph (a) of this section. Any advances to acquire land prior to approval of the RROF and certification are made at the risk of the organization, consortium, or affiliate and reimbursement for such advances may depend on the result of the environmental review. This authorization is limited to the SHOP program only and all other forms of HUD assistance are subject to the limitations in paragraph (a) of this section.

(f) Relocation. Funds may be committed for relocation assistance before the approval of the RROF and related certification for the project provided that the relocation assistance is required by 24 CFR part 42.

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## Environmental Review Worksheet

**Check ALL of the activities listed below that will be included as part of the project,  
REGARDLESS OF THE FUNDING SOURCE:**

<b>EXEMPT</b> Exhibit IV-A (identified in the award letter)	<input type="checkbox"/> Information and financial services <input checked="" type="checkbox"/> Administrative and management activities <input checked="" type="checkbox"/> Environmental and other studies, resource identification, and the development of plans and strategies <input checked="" type="checkbox"/> Most engineering and design costs associated with eligible projects <input checked="" type="checkbox"/> Inspections and testing of properties for hazards or defects <input checked="" type="checkbox"/> Project planning <input checked="" type="checkbox"/> Purchase of insurance <input type="checkbox"/> Purchase of tools <input type="checkbox"/> Technical assistance and training <input type="checkbox"/> Interim assistance to arrest the effects of an imminent threat or physical deterioration in which the assistance does not alter environmental conditions. <input type="checkbox"/> Public services that will not have a physical impact or result in any physical changes (e.g., employment, child care, health, education, counseling, welfare) <input type="checkbox"/> Assistance for temporary or permanent improvements that do not alter environmental conditions and are limited to protection, repair, or restoration activities necessary only to control or arrest the effects from disasters or imminent threats to public safety including those resulting from physical deterioration <b>(Must also complete the Regulatory Checklist at the end of Exhibit IV-A)</b>
<b>CENST</b> Exhibit IV-B	<input checked="" type="checkbox"/> Operating costs (e.g., maintenance, security, operation, utilities, furnishings, equipment, supplies, staff training and recruitment, other incidental costs) <input type="checkbox"/> Relocation costs
<b>CEST</b> Exhibit IV-C	<input type="checkbox"/> Acquisition, repair, improvement, reconstruction, or rehabilitation when the facilities and improvements are in place and will be retained in the same use without change in size or capacity of more than 20 percent <input type="checkbox"/> Special projects directed to the removal of material and architectural barriers that restrict the mobility of and accessibility to elderly and handicapped persons <input type="checkbox"/> Acquisition (including leasing) or disposition of, or equity loans on, an existing structure <input type="checkbox"/> Acquisition (including leasing) of vacant land provided the structure or land acquired, financed, or disposed of will be retained for the same use
<b>EA</b> Exhibit IV-D	<input type="checkbox"/> Acquisition, repair, improvement, reconstruction, or rehabilitation when the facilities and improvements are in place, but will change in size or capacity of more than 20 percent <input type="checkbox"/> Acquisition, repair, improvement, reconstruction, or rehabilitation when the facilities and improvements are in place, but will involve a change in land use, such as from non-residential to residential, commercial to industrial, or from one industrial use to another <input type="checkbox"/> Demolition <input checked="" type="checkbox"/> New construction

**This checklist must be included with the CDBG application.**

Please direct questions to the appropriate contact person below:	
DOLA/DLG GRANTEES	OEDIT GRANTEES
Tamra Norton, Environmental Compliance Officer Department of Local Affairs 1313 Sherman Street, Room 521, Denver, CO 80203 303-866-6398 <a href="mailto:tamra.norton@state.co.us">tamra.norton@state.co.us</a>	Bob Todd, CDBG Manager Business Programs Office of Economic Development & International Trade 1625 Broadway 2700, Denver, CO 80202 303-892-3840 <a href="mailto:robert.todd@state.co.us">robert.todd@state.co.us</a>

**DOLA USE ONLY:**

Required level of environmental review:      ☐ Exempt      ☐ CENST      ☐ CEST      ☐ EA

Reviewed by: \_\_\_\_\_

Date of Review: \_\_\_\_\_

## E. OTHER PROJECT INFORMATION

### 1. Why is the project needed? What are the specific goals of the project?

Since Sharing Ministries Food Bank began operations in 1996 humbly serving 96 individuals in the first month, the need for Sharing Ministries' services has grown exponentially to serving 70,997 individuals and 811,328 pounds of food in five counties in 2013. (Sharing Ministries operates with an executive director, two part-time staff and 150 registered volunteers, approximately 35 per day, who contributed over 21,000 hours in 2013.) Since 2008, the number of individuals the food bank served has grown 142%, and the number of pounds of food distributed has grown 54%. The majority of services (76% of individuals served and 89% of pounds of food distributed) in 2013 went to Montrose County residents.

The 3,200-square-foot building Sharing Ministries has leased since July 1996 is now over-capacity, and food storage and client service space is stretched to its limits. Limited food storage space requires food bank volunteers to rearrange food pallets often, leading to inefficient operations and compromised volunteer safety. Also, since the current, handicapped-inaccessible building has no reception or waiting areas, clients now stand outside in all weather conditions for up to 45 minutes to be served. (Please see photos demonstrating existing building usage and conditions in **Exhibit D.**) The proposed handicapped-accessible building will have public restrooms, a waiting area to accommodate up to 80 clients, and adequate food storage space to achieve labor efficiencies.

Sharing Ministries now serves all income-qualified clients requesting services but must begin to limit new clients unless it expands its space in the near future.

Sharing Ministries' new building will also significantly reduce monthly fuel, utility and repair costs, allowing the food bank to use limited resources to meet food needs of residents. The current energy-inefficient food bank building uses residential freezers and three outside reefer trailers for freezer space, contributing to significant utility and fuel costs. In 2013, fuel costs were nearly \$15,000, including almost \$5,400 for reefer trailer fuel and \$9,500 for electricity, natural gas and propane costs for the facility. The proposed food bank building contains a passive solar Trombe wall and adequate indoor freezer and refrigeration space (1,204 square feet), eliminating Sharing Ministries' need to use residential freezers and supplemental outside freezer space.

The reefer trailers and current building also required over \$3,700 in repairs and \$7,600 in lease costs in 2013 that will be nearly eliminated with the new building.

In addition, because of inadequate security at the existing facility and outdoor storage, vandals target Sharing Ministries' reefer trailers about twice a year, and the food bank regularly spends resources painting graffiti. In 2012, vandals broke a lock on an outdoor walk-in freezer and stole 10,000 pounds of meat. The proposed building will have a security system and fenced area for vehicles.

Finally, in addition to its food bank activities, Sharing Ministries administers the Commodity Supplemental Food Program (CSFP), a USDA Commodities Program which provides commodity food packages for seniors over 60 years of age that meet qualifications, and the Emergency Food Assistance Program (TEFAP), a Federal program that helps supplement the diets of low-income Americans, including the elderly, by providing emergency food and nutrition assistance at no cost. The TEFAP program serves Western Slope low-income and senior residents meeting 185% of Federal Poverty Level Guidelines. These programs take up to 2,000 square feet of space, requiring Sharing Ministries to suspend its food bank operations one day a week (Thursdays) to administer these programs. Since Sharing Ministries is required to keep food for all three programs in separate locations within the warehouse, adequate food storage space in the new building will improve labor efficiencies and allow Sharing Ministries to offer food bank, CSFP and TEFAP services every week day.

### 2. How were the cost estimates arrived at? Have preliminary architectural/engineering studies been completed? What additional design work must still be completed? Use the "Physical Improvements Cost Estimate Worksheet" attached at the end of this section, for projects involving structures other than single-family housing.)

Sharing Ministries gathered cost estimates from individual contractors and engaged a local general contractor using preliminary Davis-Bacon wages to develop cost estimates for this application. Preliminary architectural and engineering studies have been completed. (See architectural and engineering plans attached in **Exhibit E.**)

<b>3. Have you included Davis-Bacon wage rates in preparation of your cost estimates?</b>	X	Yes		No
If no, why not?				
<b>4. Describe any in-kind contributions by type and value in support of this project.</b>				
<p>Sharing Ministries is providing land for the project, including land purchased for \$65,000 in 2014 (included in the CDBG project budget) and land purchased for \$30,000 in 2005. In addition, volunteers for Sharing Ministries will provide 860 hours of volunteer labor valued at \$8,385 (valued at the Davis-Bacon common laborer wage rate of \$9.75/hour) to complete cleanup; framing; finish carpentry; exterior and interior door and hardware installation; painting; and toilet and bath accessory installation.</p> <p>Sharing Ministries has also received an outpouring of community support and donations for this project. The City of Montrose is contributing the value of water and sewer taps and the building permit estimated at \$18,664. The City of Montrose and Montrose County may complete grading, base and asphalt paving with a value of \$96,568.</p> <p>Architect George Greenbank has donated \$12,300 in architectural services to date, and Buckhorn Geotech has donated \$11,898 in engineering services to date. Steve Walker, a local contractor, donated a 50x125-foot metal building valued at \$34,000 for the project; and Dahl Plumbing will donate plumbing fixtures with a \$4,252 value to the project. Delta-Montrose Electric Association will donate \$15,000 toward an estimated \$31,000 cost to relocate an electric pole; the Habitat for Humanity "We Build Program" will donate labor for off-site cabinetry construction valued at \$8,600; and local contractors have committed to donating landscape and irrigation design, appliance installation and fencing to the project. (Please see documentation of donations in <b>Exhibit F</b>.)</p> <p>Finally, the local Alpine Bank will hold a Shred Day on April 18, 2015, at which it will accept donations of money and nonperishable food items for shredding services. Alpine Bank will double the funds and food it collects and donate the proceeds to the Sharing Ministries Food Bank to distribute to clients and assist with this project.</p>				
<b>a. Was the cash value of the in-kind contributions calculated into the Project Budget (B.1.)?</b>	X	Yes		No
<b>5. Why can't the project be funded locally? What is the consequence if the project receives no funding?</b>				
<p>At application date, local individuals, organizations and businesses have committed to donating approximately 14% of estimated design and construction costs; however, Sharing Ministries needs assistance to fill the remaining funding gap.</p> <p>If the project receives no CDBG funding, Sharing Ministries will delay the project to complete additional fundraising. However, delaying the project may require Sharing Ministries to limit new clients for services because of the food bank's dire lack of space.</p>				
<b>a. What other funding alternatives have been explored?</b>				
<p>Sharing Ministries has partnered with numerous local individuals, businesses and organizations to provide materials and services to the proposed project. In addition, the Daniels Fund has invited an application. Sharing Ministries intends to request \$200,000 from the Daniels Fund in 2015 to assist with this project.</p> <p>Sharing Ministries has also explored and intends to request funds in 2015 from the Mabel Hughes Charitable Trust; Helen K. &amp; Arthur E. Johnson Foundation; Gates Foundation; El Pomar Foundation; and Wells Fargo Community Assistance Fund. Finally, Sharing Ministries will continue fundraising with local individuals, businesses and organizations to contribute to needed funding.</p>				
<b>b. Did the applicant jurisdiction take the full property tax revenue increase in the current budget year?</b> The City of Montrose does not collect property taxes.		Yes	X	No
<b>6. Describe local commitment to the project, including local fees or regulations, local taxing efforts to address continuing development and maintenance needs, and local citizen support.</b>				
<p>Sharing Ministries has received \$218,999 in local commitment to the project, including \$18,664 in water tap, sewer tap and estimated building permit and plan check fees from the City of Montrose; \$105,335 in donations from other local businesses, organizations and Montrose County; and \$95,000 in land provided by Sharing Ministries. In addition, in 2013, Sharing Ministries raised \$230,500 to support its operations, including \$49,000 in grants, \$176,500 in donations from individuals, and the remainder from special events and business income.</p>				

Finally, the City of Montrose Planning Commission granted Sharing Ministries a conditional use permit to allow a warehouse and storage facility in a B-3 zone and a variance to the front building setback (from 20 feet to 0 feet for a corner of the food bank building) at the March 26, 2014, Planning Commission meeting.

**7. If the project is funded, will there be on-going operational costs for the project?**

The proposed new, energy-efficient building is expected to lower Sharing Ministries' ongoing utility, repair and other operational costs. Through labor efficiencies of increased food storage space in the new building, Sharing Ministries does not anticipate the need for additional staff or volunteers.

**a. How will these costs be handled?**

N/A

**b. Readiness to go:**

**If funded, how soon can the project be underway?** If funded, Sharing Ministries expects to begin the project as soon as the State awards the project and approves the required environmental work.

**How long will it take to complete?** 12 months

**8. If the proposed project is a day care, senior center or similar development project which requires operating revenues, attach a detailed budget showing operating revenues and expenses.**

Please see Sharing Ministries' 2015 Budget attached in **Exhibit G**. Sharing Ministries does not expect future operational budgets to change significantly from 2015 figures.

<b>9. Is this project included in any capital improvements, service, facility, or other plan and identified, as a community need?</b> The project is included in Sharing Ministries' plans and 2013 Annual Report.	X	Yes		No
<b>a. Does the applicant have a capital improvements program?</b>		Yes	X	No
<b>10. Will or has land, an easement and/or a structure(s) been acquired/donated for this project? If yes, URA regulations apply, please work with your regional field manager.</b>	X	Yes		No
<b>a. If the project involves the acquisition of a structure, what is its age and address?</b>  _____ Year constructed _____ Address	N/A			
<b>b. Has the Fair Market Value of the property been established? (If yes, describe how it has been established.)</b>  Yes. Sharing Ministries purchased the property at 49 North First Street in 2005 for \$30,000 and the property immediately north of it (containing the driveway) for \$65,000 in 2014. Sharing Ministries purchased both properties through voluntary transactions with the previous property owners.				

<b>c. Has the seller/owner been notified of the Fair Market Value?</b>	X	Yes		No
<b>d. If negotiations fail, do you intend to acquire by the use of eminent domain?</b>		Yes	X	No

**11. The following questions are being asked to help us determine if there will be any displacement of persons, businesses, farms or non-profits as a result of this project. Displacement can be either temporary or permanent. Please answer the questions to the best of your ability. If you have any questions, please contact your Regional Field Manager for assistance.**

<b>a. Does the property in question currently have any persons or businesses leasing or occupying it in any way, either month to month or more permanently? If yes, answer the following:</b>		Yes	X	No
<b>b. Is it occupied by a business, non-profit, family or individual?</b>				

<b>c. How long has it been occupied?</b>				
<b>d. Is the resident or business aware that you are considering acquiring and/or rehabbing the structure that they are occupying?</b>		Yes	N/A	No
<b>e. Will they be asked to move out either temporarily or permanently as a result of the rehabilitation? (Note: temporary relocations that exceed 12 months are considered permanent moves under URA).</b>		Yes	N/A	No
<b>f. Describe what steps have you taken to minimize displacement of this individual or business? N/A</b>				
<b>g. What assistance or benefits are you planning on providing to these displacees? N/A</b>				

To the best of my knowledge and belief, statements and data in this application, including the attached tables and other documentation, are true and correct and the submission of same has been duly authorized by the governing body of the applicant/lead jurisdiction and other participating jurisdictions, if any.



Signature, Chief Elected Official

Bob Nicholson

Name (typed or printed)

Mayor

Title

1/28/15

Date

Signature, Chief Elected Official\*

Name (typed or printed)

Title

Date

Signature, Chief Elected Official\*

Name (typed or printed)

Title

Date

\* Additional signatures are required only in the case of "multi-jurisdictional" applications. If this is a multi-jurisdictional application, the Chief Elected Official of each municipality and county participating in the application must sign.

# **Exhibit A**

## Project Map



# Location Map





# **Exhibit B**

Detailed Cost Estimate, January 28,  
2015



	<p style="text-align: center;"><b>SHARING MINISTRIES</b> <b>LINE ITEM BREAKDOWN</b></p>
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DIV. NO.	DESCRIPTION	UNIT	QUANTITY	MATERIAL	LABOR	EQUIPMENT	SUBCONT.	OTHER	UNIT COST	TOTAL
DIVISION 1: GENERAL CONDITIONS										
1	Architectural Fees	LS	1				\$12,300.00		\$12,300.00	\$12,300.00
1	Civil & Structural Design Fees	LS	1				\$28,102.00		\$28,102.00	\$28,102.00
1	Project Manager	WK	24		\$400				\$400.00	\$9,600.00
1	Site Superintendent	WK	24		\$1,125				\$1,125.00	\$27,000.00
1	General Site Cleanup	HRS	60		\$24				\$24.00	\$1,440.00
1	Temporary Toilets	MN	5				\$95.00		\$95.00	\$475.00
1	Temporary Trash Dumpsters	DUMP	5				\$550.00		\$550.00	\$2,750.00
	DIVISION 1 SUB TOTAL									\$81,667.00

DIVISION 2: SITE GRADING, EXCAVATION, DEMOLITION										
2	Curb and Gutter Remova	LS	1				\$ 100.00		\$100.00	\$100.00
2	Trench & Backfill for DMEA	LS	1				\$600.00		\$600.00	\$600.00
2	Trenching Telephone	LS	1				\$600.00		\$600.00	\$600.00
2	Trenching Gas Service	LS	1				\$1,280.00		\$1,280.00	\$1,280.00
2	Sewer Lines	LS	1				\$4,350.00		\$4,350.00	\$4,350.00
2	Waterline	LS	1				\$5,670.00		\$5,670.00	\$5,670.00
2	Compaction Testing	LS	1				\$4,200.00		\$4,200.00	\$4,200.00
2	Excavate Building Pad - Foundatio	LS	1				\$5,600.00		\$5,600.00	\$5,600.00
2	Class 6 Fill, Supply & Install - Foundatio	LS	1				\$27,360.00		\$27,360.00	\$27,360.00
2	Subgrade Prep - Foundatio	LS	1				\$2,808.00		\$2,808.00	\$2,808.00
2	Export Soils - Foundatio	LS	1				\$5,600.00		\$5,600.00	\$5,600.00
2	Excavate Roadway & Parking - Sit	LS	1				\$13,258.00		\$13,258.00	\$13,258.00
2	Subgrade Prep - Site	LS	1				\$8,866.00		\$8,866.00	\$8,866.00
2	Detention Pond - Site	LS	1				\$1,600.00		\$1,600.00	\$1,600.00
2	Export Soils - Site	LS	1				\$13,258.00		\$13,258.00	\$13,258.00
2	Handicap Ramps	LS	1				\$945.00		\$945.00	\$945.00
2	Sidewalks	LS	1				\$4,815.00		\$4,815.00	\$4,815.00
2	Curb & Gutter	LS	1				\$7,920.00		\$7,920.00	\$7,920.00
2	Valley Par	LS	1				\$2,376.00		\$2,376.00	\$2,376.00
2	Loading Dock Slat	LS	1				\$3,391.50		\$3,391.50	\$3,391.50
2	Chain Link Fence with Barb Wire	LS	1				\$30,775.00		\$30,775.00	\$30,775.00
2	Landscaping	LS	1				\$35,670.00		\$35,670.00	\$35,670.00
	DIVISION 2 SUB TOTAL									\$181,042.50

DIVISION 3: CONCRETE FOUNDATION/STRUCTURAL										
3	Concrete Testing	LS	1				\$1,800.00		\$1,800.00	\$1,800.00
3	Micro Piles	LS	1				\$31,200.00		\$31,200.00	\$31,200.00
3	Grade Beams	LS	1				\$20,301.45		\$20,301.45	\$20,301.45
3	Tromb Wall	LS	1				\$15,181.43		\$15,181.43	\$15,181.43
3	6" Slab on Grade	LS	1				\$44,625.00		\$44,625.00	\$44,625.00
3	Freezer Slab & Sub Slat	LS	1				\$6,315.80		\$6,315.80	\$6,315.80
3	Vapor Barrier	LS	1				\$3,062.50		\$3,062.50	\$3,062.50
3	Curing Compounc	LS	1				\$612.50		\$612.50	\$612.50
3	Sawcutting Slat	LS	1				\$1,255.00		\$1,255.00	\$1,255.00
3	Reinforcing Stee	LS	1				\$19,890.00		\$19,890.00	\$19,890.00
	DIVISION 3 SUB TOTAL									\$144,243.68

DIVISION 5: METALS										
5	Miscellaneous Metals Allowance (Handrai	LS	1				\$2,500.00		\$2,500.00	\$2,500.00
	DIVISION 5 SUB TOTAL									\$2,500.00

DIVISION 16: ELECTRICAL										
16	Building Electrica	LS	1				\$133,914.00		\$133,914.00	\$133,914.00
16	Phone & Data	LS	1				\$3,500.00		\$3,500.00	\$3,500.00
16	Camera Systerr	LS	1				\$3,046.00		\$3,046.00	\$3,046.00
16	Security Alarm	LS	1				\$2,187.00		\$2,187.00	\$2,187.00
DIVISION 16 SUB TOTAL									\$142,647.00	

PROJECT SUB TOTAL									\$893,429.34	
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CONTRACTOR'S FEE										
	Contractor Overhead									\$62,540.05
	Contractor Profit									\$57,358.16
CONTRACTOR'S FEE SUB TOTAL									\$119,898.21	

OTHER CONSTRUCTION COSTS										
	DMEA Fees (Allowance) Includes moving pol	LS	1							\$16,000.00
	3/4" Water Tap Fee	LS	1							\$2,635.00
	Sewer Tap Fee	LS	1							\$6,172.00
	City of Montrose Building Permit (Allowance	LS	1							\$9,856.69
11	Walk-in Coolers & Freezers	LS	1							\$172,000.00
11	Electric Forklift & Charging Station	LS	1							\$30,000.00
11	Cardboard Compacto	LS	1							\$13,764.00
	Payment & Performance Bonc	LS	1							\$10,594.60
	Owner's Contingency	%	6							\$87,966.21
OTHER CONSTRUCTION COSTS SUB TOTAL									\$348,988.50	

IN KIND SERVICES AND MATERIALS										
1	Architectural Fees	LS	1				\$12,300.00		\$12,300.00	\$12,300.00
1	Civil & Structural Design Fees	LS	1				\$11,898.00		\$11,898.00	\$11,898.00
	DMEA Fees (Allowance) Includes moving pol	LS	1				\$15,000.00		\$15,000.00	\$15,000.00
1	Final Building Cleanu	HRS	224		\$9.75				\$9.75	\$2,184.00
2	Class 6 Base - By City	TON	960				\$18.00		\$18.00	\$17,280.00
2	Class 2 Base - By City	TON	1,700				\$17.50		\$17.50	\$29,750.00
2	Excavation - By City	CY	675				\$12.50		\$12.50	\$8,437.50
2	Geotextile Fabric - By Cit	SY	1,800				\$2.00		\$2.00	\$3,600.00
2	Asphalt Paving - By City	TON	300				\$125.00		\$125.00	\$37,500.00
2	Landscape & Irrigation Desigr	LS	1				\$1,200.00		\$1,200.00	\$1,200.00
2	Chain Link Fence with Barb Wire	LS	1				\$4,000.00		\$4,000.00	\$4,000.00
6	Labor for Framing Interior Walls	HRS	252		\$9.75				\$9.75	\$2,457.00
6	Finish Carpentry Labo	HRS	27		\$9.75				\$9.75	\$263.25
8	Install Exterior Doors	HRS	8		\$9.75				\$9.75	\$78.00
8	Install Exterior Door Hardwar	HRS	9		\$9.75				\$9.75	\$87.75
8	Install Interior Doors	HRS	26		\$9.75				\$9.75	\$253.50
8	Install Interior Door Hardwar	HRS	35		\$9.75				\$9.75	\$341.25
9	Paint Walls & Ceiling	HRS	234		\$9.75				\$9.75	\$2,281.50
9	Paint Doors & Frames	HRS	35		\$9.75				\$9.75	\$341.25
10	Toilet & Bath Accessories - Budge	HRS	10		\$9.75				\$9.75	\$97.50
11	Cabinet Building	LS	1				\$8,600.00		\$8,600.00	\$8,600.00
11	Appliance Instal	LS	1		\$700				\$700.00	\$700.00
13	Pre-Engineered Metal Building Syster	LS	1	\$34,000					\$34,000.00	\$34,000.00
15	Plumbing Fixtures	LS	1	\$4,252					\$4,252.00	\$4,252.00
IN KIND SUB TOTAL									\$196,902.50	

PROJECT TOTAL									\$1,559,218.55	
---------------	--	--	--	--	--	--	--	--	----------------	--

# **Exhibit C**

## **Federal Poverty Level Guidelines**

**2014 Federal Poverty Level (FPL) Guidelines**  
By Family Size

*4250 people  
per 1000 people  
1000 families + 4250*

**ANNUAL**

Size of Family	100%	120%	135%	138%	150%	185%	200%	253%	261%
1	\$11,670.00	\$14,004.00	\$15,754.50	\$16,104.60	\$17,505.00	\$21,589.50	\$23,340.00	\$29,525.00	\$30,458.70
2	\$15,730.00	\$18,876.00	\$21,235.50	\$21,707.40	\$23,595.00	\$29,100.50	\$31,460.00	\$39,796.90	\$41,055.30
3	\$19,790.00	\$23,748.00	\$26,716.50	\$27,310.20	\$29,685.00	\$36,611.50	\$39,580.00	\$50,068.70	\$51,651.90
4	\$23,850.00	\$28,620.00	\$32,197.50	\$32,913.00	\$35,775.00	\$44,122.50	\$47,700.00	\$60,340.50	\$62,248.50
5	\$27,910.00	\$33,492.00	\$37,678.50	\$38,515.80	\$41,865.00	\$51,633.50	\$55,820.00	\$70,612.30	\$72,845.10
6	\$31,970.00	\$38,364.00	\$43,159.50	\$44,118.60	\$47,955.00	\$59,144.50	\$63,940.00	\$80,884.10	\$83,441.70

**MONTHLY**

Size of Family	100%	120%	135%	138%	150%	185%	200%	253%	261%
1	\$972.50	\$1,167.00	\$1,312.88	\$1,342.05	\$1,458.75	\$1,799.13	\$1,945.00	\$2,460.43	\$2,538.23
2	\$1,310.83	\$1,573.00	\$1,769.63	\$1,808.95	\$1,966.25	\$2,425.04	\$2,621.67	\$3,316.40	\$3,421.27
3	\$1,649.17	\$1,979.00	\$2,226.38	\$2,275.85	\$2,473.75	\$3,050.96	\$3,298.33	\$4,172.40	\$4,304.33
4	\$1,987.50	\$2,385.00	\$2,683.13	\$2,742.75	\$2,981.25	\$3,676.88	\$3,975.00	\$5,028.38	\$5,187.38
5	\$2,325.83	\$2,791.00	\$3,139.88	\$3,209.65	\$3,488.75	\$4,302.79	\$4,651.67	\$5,884.36	\$6,070.43
6	\$2,664.17	\$3,197.00	\$3,596.63	\$3,676.55	\$3,996.25	\$4,928.71	\$5,328.33	\$6,740.34	\$6,953.48

*hp*

*o/o*

# Exhibit D

## Photos



Lack of work space in existing 3,200-square-foot building as Sharing Ministries' volunteers sort food in boxes for clients.



Crowded conditions and lack of work space.





Clients stand in line to pick up food at existing food bank.



Lack of space to serve clients.



Parking at existing food bank facility.



Additional parking issues at existing food bank facility.





Cold storage at existing Sharing Ministries food bank facility.



Dry good storage in trailer at existing food bank facility.



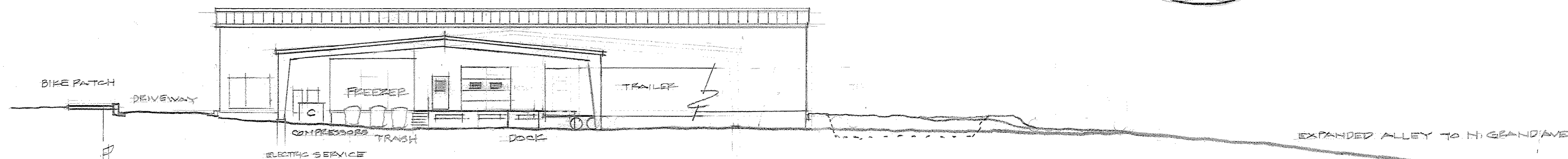
Indoor freezer at existing food bank facility.



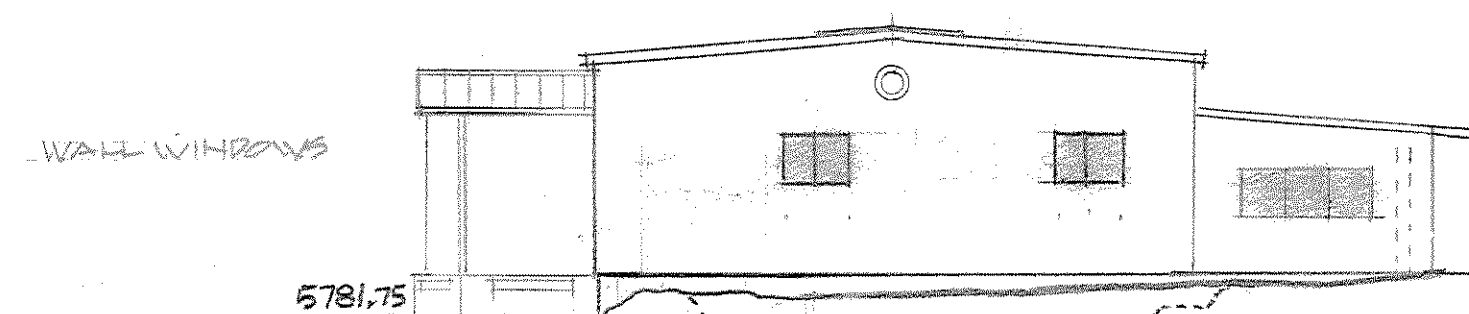
School students visit the food bank facility.

# **Exhibit E**

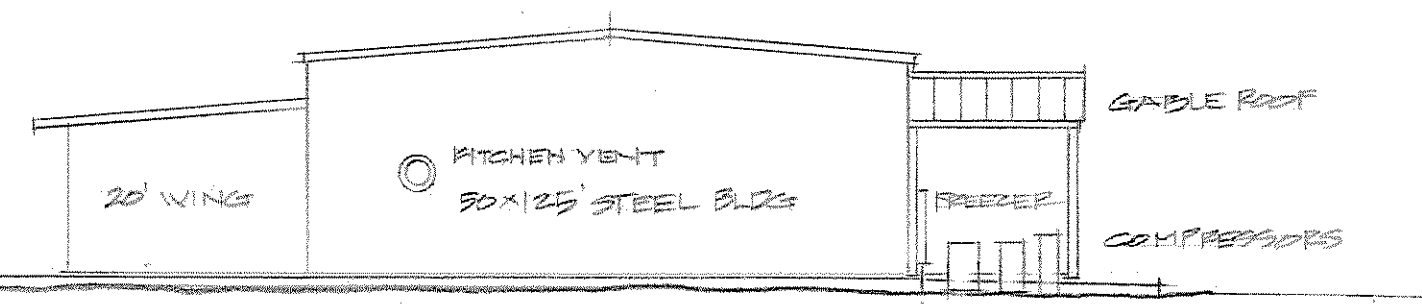
## **Architectural and Engineering Plans**



NORTH ELEVATION 1/16"



WEST ELEVATION 1/16"

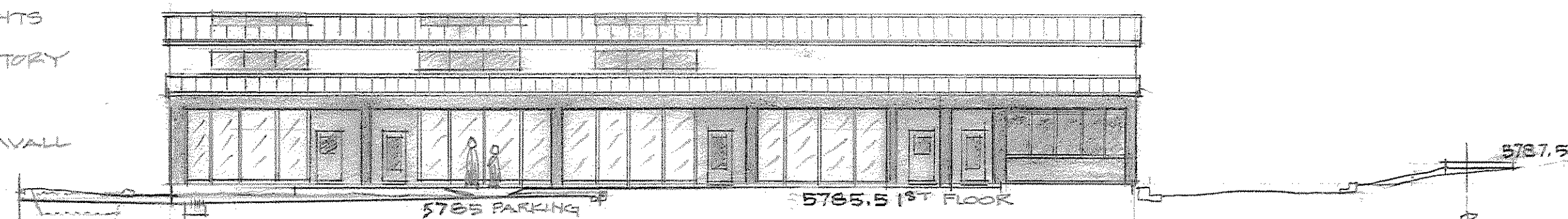


EAST ELEVATION 1/16"

LEGAL DESCRIPTION

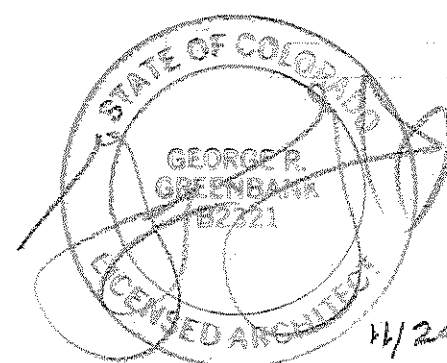
BUILDING SITE / LOTS 17-24  
 DRIVEWAY / LOTS 1-12  
 FUTURE BLDG. / EVACATED N. 2ND  
 SEDIG'S ADDITION  
 CITY OF MONTROSE

SKYLIGHTS  
 CLEARSTORY  
 TRIMBE WALL



SOUTH ELEVATION 1/16"

0 8 16 24 32



GRANT SET 11/24/14

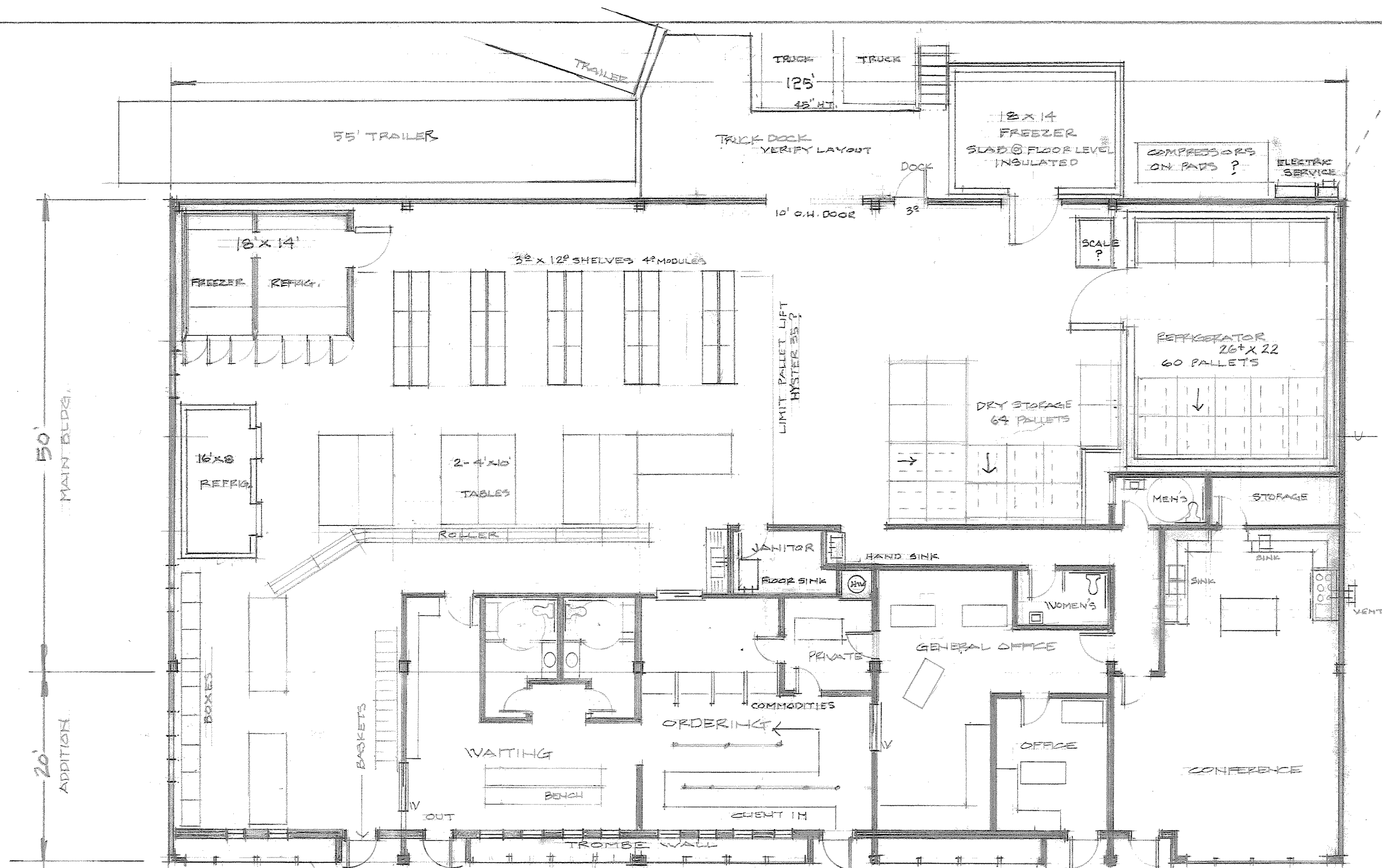
SHARING MINISTRIES  
 FOOD BANK - MONTROSE

FOR BUDGET ONLY

GEORGE GREENBANK - ARCHITECT  
 970-728-6430

10/23/14 rev. 11/24/14 Grant  
 6/3/14 Plot 3





# BLDG. DESCRIPTION

- 50x125 FAB. STEEL BLDG - ON HAND
- 20x125 " " - TO BE ORDERED
- 12x14 FREEZE - TO BE MOVED
- SLAB FOUNDATION & SITE CONCRETE - DOCUMENTS BY BUCKHART/STEC
- NEW 26x22 FAB. REFR. TO BE PROVIDED
- 2-24" EXTERIOR INSUL. / ROOF TO STATE STD.
- FREEZER SLAB INSULATED
- BLDG. PERIMETER INSULATED TO 24" BELOW GRADE
- INTERIOR WALLS WOOD FRAME 16" OC, 5/8" TYPX GYP. BD.
- 10' CEILING - ADDITION
- 8' " " - MAIN BLDG.
- STRUCTURAL CEILING
- HVAC - COOLINGS
- REFRIGERATION -
- ELECTRICAL -

GRANT SET 11/24/14

FLOOR PLAN 1/8"

SHARING MINISTRIES FOOD BANK - MONTROSE

PLAN PREPARED BASED ON STAFF INPUT & SITE VISITS  
TO SIMILAR FACILITIES & BLDG DPT. COMMENT.

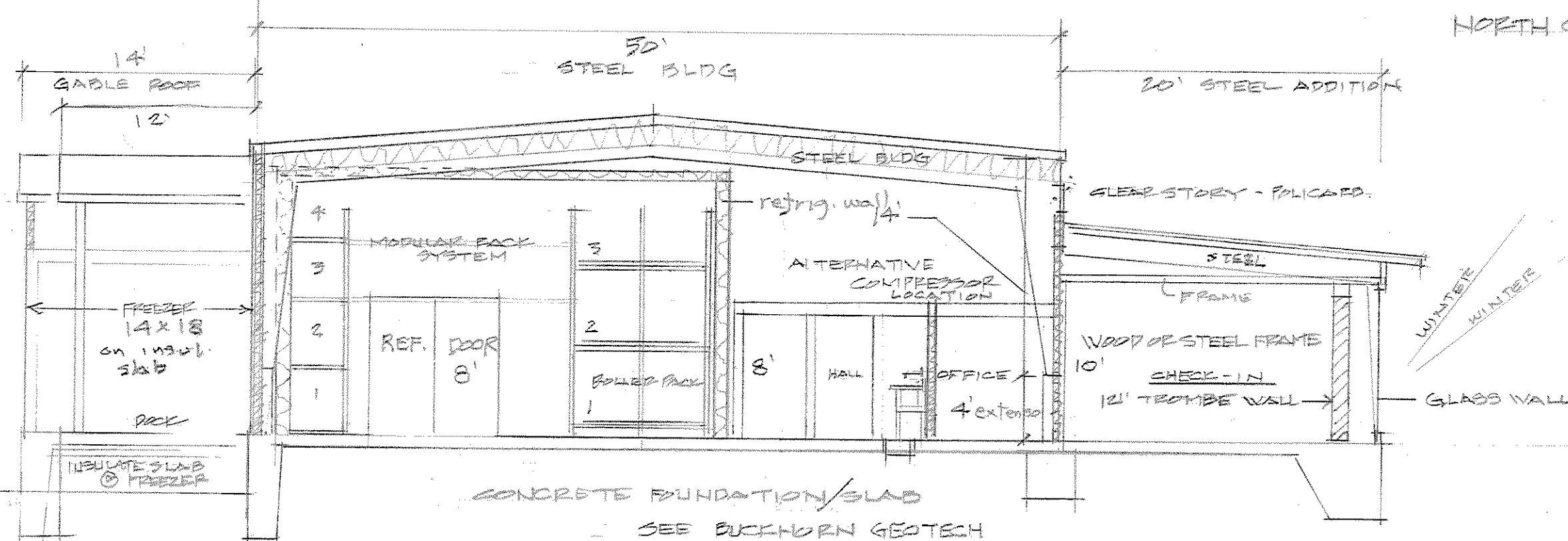
GEORGE GREENBANK ARCHITECT 910-728-6430

AUG. 14, 2014

8/31/14 P2 of 3  
10/23/14 REV. - Pricing  
11/24/14 Grant set

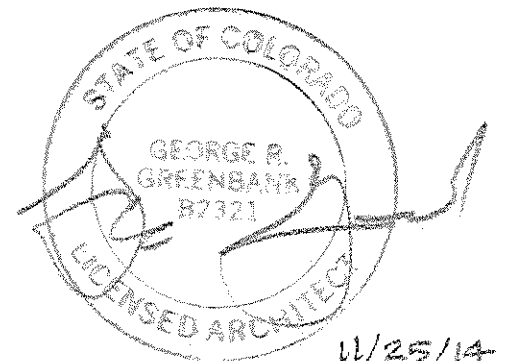
BUDGET DIVISIONS

- 
- A hand-drawn site plan for a property, likely a residential or small commercial site. The plan shows several buildings and structures:
- Top Left:** A rectangular area labeled "FUTURE BLDG." is situated next to a "GARDEN" and a "NEW FENCE".
  - Top Right:** A "RAILROAD PROPERTY DRIVE" runs along the top edge, with a "BIKE PATH" branching off to the right.
  - Center:** A large building complex is shown, including a "TRAILER", a "125' x 50' STEEL BLDG.", and a "125' x 20' ADDITION". A "DRIVEWAY" leads to this area, and a "gate" is marked. A "FIRE LANE NO PARKING" zone is indicated. A "UNDERGROUND electric" line is shown running through the area.
  - Bottom Left:** A "CONTRACTED PROPERTY - LOTS 1-124" is shown, with a "GRAVEL" area and "VERTICAL STORAGE" units. A "NEW FENCE" and a "gate" are marked. A note says "IMPROVE ALLEY FOR SEMI ACCESS TO GRAND AVE.".
  - Bottom Center:** A "RETAINAGE SNOW STORAGE" area is shown, with a "PAVED PARKING" area nearby. A "gate" is marked.
  - Bottom Right:** An "OLD BLDG." is shown, with a "GAS MAIN" line running nearby. A note says "EXTEND PAVING CITY ASST?".
  - Far Right:** A "BIKE PATH" is shown running along the right edge.
  - Bottom Edge:** A "DRIVEWAY" is shown, with a "gate" and a "ONE WAY ROAD" sign.
  - Far Bottom:** A "F.H." (Fire Hydrant) is marked.
  - Other Labels:** "EXISTING FENCE" is marked on the left side. "UNUSED PROPERTY" is marked at the bottom center.



DESCRIPTIVE SECTION 1/3<sup>rd</sup>

# SITE PLAN

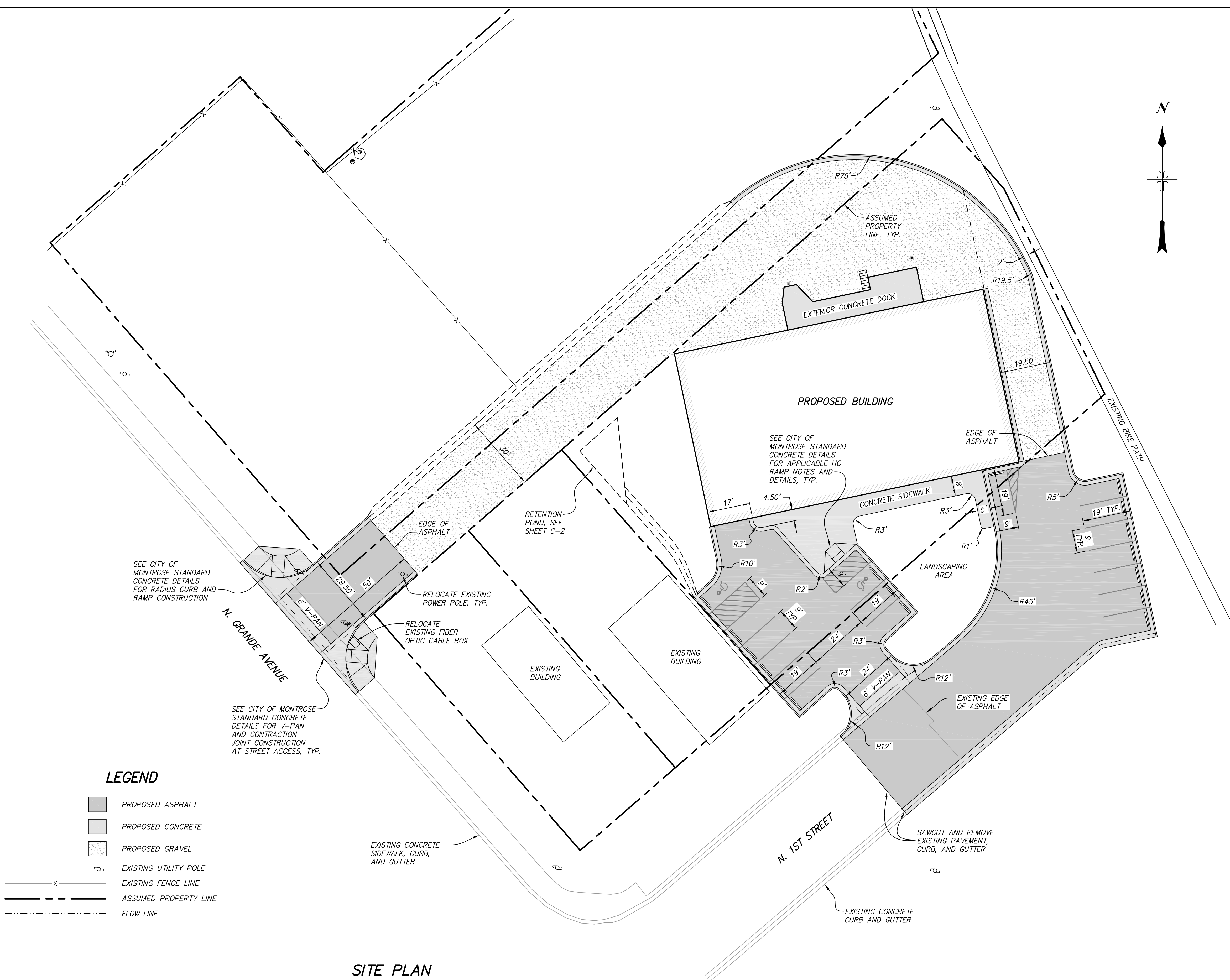


GRANT SET 11/25/14  
SHARING MINISTRIES  
FOOD BANK MONTROSE

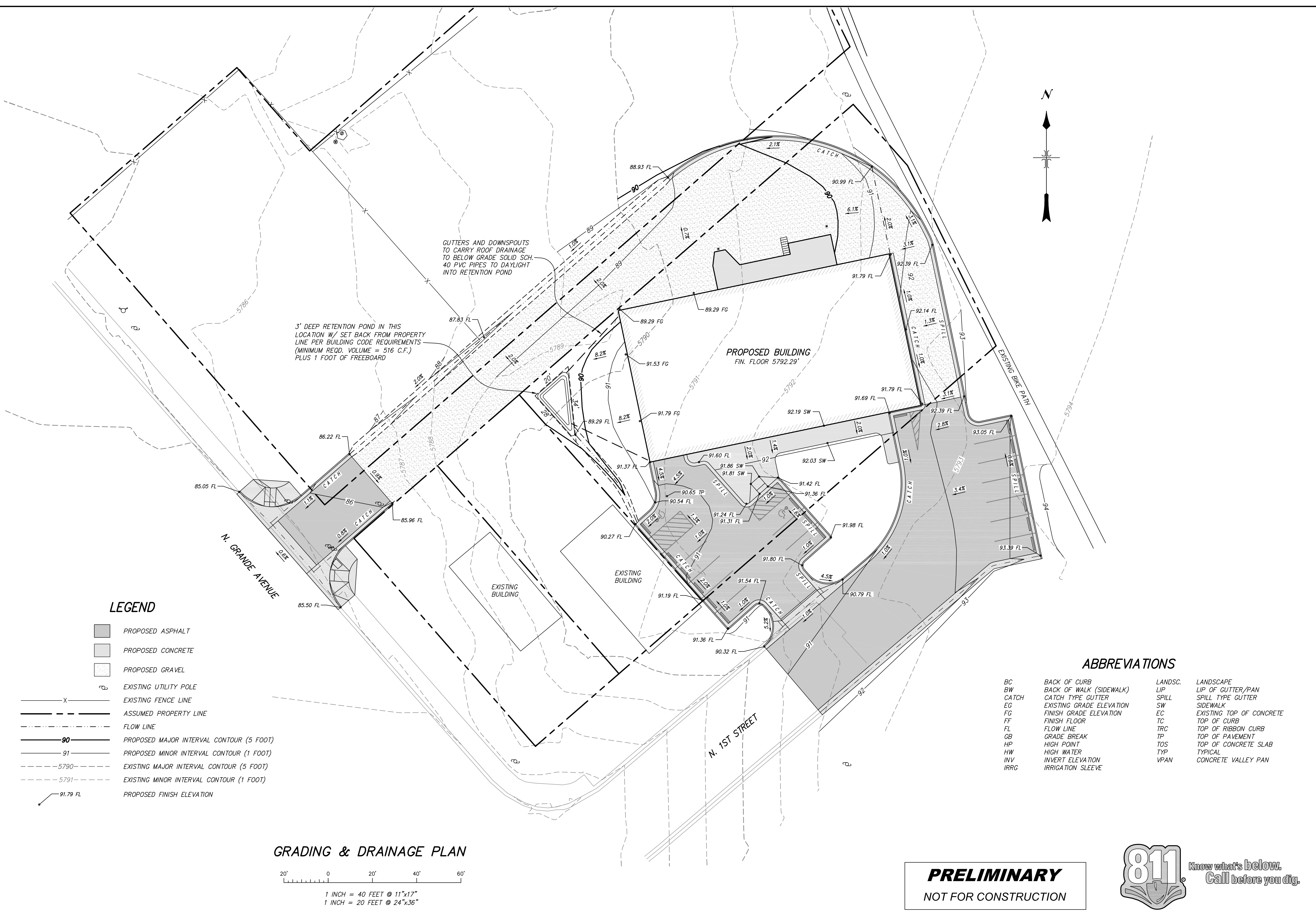
GEORGE GREENBANK, ARCHITECT  
970-728-6430  
P3 243 8/12/14 8/12/14  
10/23/14 rev



\\BGS\R3\Structural\2014\14-050-GRP Sharing Ministries Food Bank\Drawg\Sharing Ministries Site Grading Plan.dwg



\\BGS\R3\Structural\201\A14-050-GRP Sharing Ministries Food Bank\Drawg\Sharing Ministries Site Grading Plan.dwg



**BUCKHORN****GEOTECH**

Civil, Structural & Geotechnical Engineers  
222 So. Park Ave. Montrose, Colorado 81401  
970-249-6826 Fax. No. 970-249-0945  
www.buckhorngeo.com

DATE	
REVISIONS	

SHARING MINISTRIES FOOD BANK  
MONTROSE, COLORADO  
GRADING AND DRAINAGE PLAN

DESIGNED	D.C.Q.
DRAWN	J.C./C.B.
DATE	1/22/15
PROJ. NO.	14-050-GRP
DRAWING NUMBER	C-2
OF	DWGS.



# **Exhibit F**

## **Donation Documentation**

### **REVISED RESOLUTION NO. 2015 - 03**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MONTROSE, COLORADO, as follows:

WHEREAS, Sharing Ministries, Inc. is a 19-year-old non-profit 501(c)(3) organization whose vision is to alleviate hunger in the communities of Southwest Colorado by providing individuals and families who are in need with access to nourishing food; and

WHEREAS, Sharing Ministries currently operates the 6<sup>th</sup> largest food bank in Colorado serving Montrose, Delta, Gunnison, Ouray and San Miguel Counties, with 76 percent of individuals served and 89 percent of food distributed to Montrose County residents; and

WHEREAS, in 2013, Sharing Ministries Food Bank assisted 70,997 individuals and distributed 811,328 pounds of food, an increase of 142 percent in the number of individuals served over the last five years; and

WHEREAS, Sharing Ministries serves families and individuals with incomes under 185 percent of Federal Poverty Guidelines and provides free assistance to any 501(c)(3) non-profit organization that serves at-risk children and seniors, greatly improving the health, safety and welfare of the people it serves; and

WHEREAS, Sharing Ministries operates its current food bank in a leased, 3,200-square-foot building that is overcapacity; and

WHEREAS, Sharing Ministries wishes to construct a 9,000-square-foot building, including parking, landscaping and access, in Montrose as a food bank on property it owns at 49 North First Street to serve increasing client needs; and

WHEREAS, the City of Montrose wishes to assist Sharing Ministries in securing funds to complete the proposed project.

NOW, THEREFORE, the City Council of the City of Montrose:

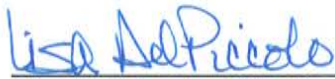
- Authorizes filing an application requesting up to \$600,000 in Community Development Block Grant (CDBG) funds through the Colorado Department of Local Affairs to construct a food bank at 49 North First Street. The City of Montrose will assist with material, labor and equipment for the base course placement and paving in an equal match to Montrose County's contribution (for a City contribution up to \$48,300 and up to \$96,600 total value for both City and County contributions), water tap (\$2,635) and sewer tap (\$6,172) (for a City contribution of \$8,807 for tap fees), plus building permit and plan check fees (estimated at \$9,857).
- Authorizes the City Manager to act in connection with the application and to provide such additional information as may be required.
- Authorizes the Mayor to sign the application documents.

ADOPTED this 20th of January, 2015, by the Montrose City Council.

CITY OF MONTROSE, COLORADO

By   
Bob Nicholson, Mayor

ATTEST:

  
Lisa DelPiccolo, City Clerk





**MONTROSE COUNTY**  
**BOARD OF COUNTY COMMISSIONERS**

317 South 2nd Street  
Montrose, CO 81401  
Phone: 970-249-7755  
Fax: 970-249-7761

December 4, 2014

Oneda Doyal, Executive Director  
Sharing Ministries, Inc.  
121 N. Rio Grande  
Montrose, CO 81401

Dear Ms. Doyal,

Thank you for submitting a request for County funding in our 2015 budget. We appreciate the merit of your proposal and believe that the services you provide are valuable to the community.

You requested funding in the amount of \$100,000 from Montrose County for the year 2015 to support services to our citizens. We are happy to inform you that we did include funding in the amount of \$5,000 for your agency in the annual budget. In order to pay your organization, we will require an invoice or request for payment from you.

In order to make it easy for you, you may provide one invoice for the year indicating the amount for each quarter, as we make quarterly payments to agencies such as yours. You may either email the invoice to [accountspayable@montrosecounty.net](mailto:accountspayable@montrosecounty.net) or send a hard copy to Montrose County Finance, Attn: Accounts Payable, 1845 S. Townsend Ave., Montrose, CO 81401.

Once the invoice or request for payment is received, we will then send you a check for each quarter. If the quarterly distribution is a hardship for you, please contact us and we will work with you to address your concerns.

This funding is a commitment for 2015 only. Funding requests for each calendar year will be prioritized and evaluated against available resources. It would be in your best interest to continue to make every effort to seek other sources of revenue as it may not be possible for the County to fund your agency in the future, at least to the extent we have in the past.

Respectfully,

David S. White, Chairman

/cbrm

CC: Montrose Board of County Commissioners  
Ken Norris, County Manager  
Cindy Bennet, Finance Director



Serving our community since 1996.

IRS 501(c)3 Tax Exempt #84-1338604

**NEW FACILITY IN-KIND DONATION FORM**

In-Kind Donation of Services



Description of goods or services to be donated:

SHARING MINISTRIES FOOD BANK WILL PROVIDE  
860 VOLUNTEER HOURS @ \$9.75 PER HOUR TOWARD  
BUILDING OF NEW FACILITY.

Estimated Fair Market Value of Donation: \$ 8,385.<sup>00</sup>/<sub>100</sub>

Individual donor or company name: SHARING MINISTRIES FOOD BANK

Name of person to be thanked: QUEEN Doyal

Organization: SHARING MINISTRIES, INC.

Address: 121 N. RIO GRANDE AVE

City: MONTROSE State: CO Zip: 81401

Phone: 970-240-8385 E-Mail: DOYAL@BRESNAN.NET

QUEEN Doyal  
Donor Name Printed:

[Signature]  
Donor Signature:

Date Received: 1/26/15

Donation accepted by: [Signature]

Date: 1/26/15

Sharing Ministries Food Bank, 121 N. Rio Grande, Montrose, CO 81401

PH: (970) 240-8385 FX: (970) 240-0172

E-mail: share@bresnan.net www.sharingministries.com





Serving our community since 1996.

IRS 501(c)3 Tax Exempt #84-1338604

**NEW FACILITY IN-KIND DONATION FORM**

In-Kind Donation of Services ☒

Description of goods or services to be donated:

'Architect of Record' services for Montrose  
Food Bank.

Estimated Fair Market Value of Donation: \$ 12,300<sup>00</sup>

Individual donor or company name: George Greenbank Architect

Name of person to be thanked: same

Organization: individual

Address: Box 441

City: Telluride State: Colo Zip: 81435

Phone: 970-728-6430 E-Mail: geog333@gmail.com

George Greenbank  
**Donor Name Printed:**

[Signature]  
**Donor Signature:**

Date Received: 4/12/15

**Donation accepted by:** [Signature]

**Date:** 4/12/15

George Greenbank, Architect  
P.O. Box 441  
Telluride, CO 81435  
[Geog333@gmail.com](mailto:Geog333@gmail.com)

December 17, 2014

Sharing Ministries Food Bank of Montrose  
Attn: One'da Doyal and Board Members

Re: Architectural Services for New Montrose Building

In January 2014 I was contacted by Tom "Vogy" Vogenthaler and asked to provide Architectural Services for the Food Bank. A site had been purchased, a basic survey was available, a steel building donated and tradesmen were volunteering to provide design assistance and work for a new building. I would be "Architect of Record" and assist Vogy in completing documents, coordinating required reviews and volunteer services to begin construction of the new facility. I volunteered to provide services as a donation and have assisted with the project to date.

I will continue to provide Architectural Services to the project. We anticipate a spring start to the project. Construction documents, including Buckhorn Geotech's foundation and site improvement drawings, Steve Walker's structural plans for the steel building, floor plans for office and interior uses, sections and details to address building code requirements are approximately 50% completed.

I appreciate the opportunity to assist with this much needed community service and fully support the good work of Sharing Ministries Food Bank of Montrose.

Sincerely,

George Greenbank, Architect  
(970) 728-6430

Shared Ministries Food Bank  
George Greenbank, Architect  
Donated Time 2014

Date	Description	Time
1/10/2014	Existing facility measurement, observe operation, meet staff	3
1/11/14 - 1/21/14	Office	12
1/22/2014	Meet w/ City of Montrose, Jenn S., Jerry Baker, conditional use requirements	2
1/23/2014	Phone w/ construction team	2
1/24/2014	Shane Brown, Steve, Vogy - emailed 1st site plan	3
2/7/2014	Vogy, One'da, Steve - Trombe wall	2
2/10/2014	Laurie @ Buckhorn	2
2/11/2014	Code review w/ building department	2
2/12/2014	Meeting w/ staff and board - sketch	4
2/12/2014	Sketch steel building, review & draw w/ staff	4
2/26/2014	Submission to City for conditional use permit	2
3/9/2014	Shane site plan	1
3/10/2014	Montrose meeting w/ staff - floor plan (intense)	5
	Building Dept./Public Works	3
3/12/2014	Meeting w/ P & Z - conditional use	2
3/14/2014	1st site plan emailed w/o floor plan	3
3/14/2014	Sketch Trombe wall 11 x 17 w/ floor plan	4
4/14/2014	Intense lunch - 8 people - floor plan	2
4/15/2014	Meeting w/ building inspector & planners	2
4/17/2014	Site plan revision	6
4/21/2014	Section 11 x 17 sketch w/ rendering, Shane Brown given copy	2
4/26/14 - 5/12/14	Vacation	2
5/14/2014	New property sketch - Site visit	2
7/15/2014	Laurie @ Buckhorn - parameters for foundation	4
7/15/2014	Palisade - site visit to Food Bank of the Rockies	2
7/23/2014	Scan & print - rack storage - sketch sent out (Vogy, Shane, etal.)	4
8/5/2014	Montrose meeting w/ Steve, Bill Bond, Vogy, One'da - new property discussion	4
8/8/2014	Scan & print & email - new floor plan w/ rack system	6
8/12/2014	Rack system - contacts	2
8/14/2014	Print 18 x 24 "Budget Set"	6
8/21/2014	Scan - email	2
8/31/2014	Revise plan	4
10/15/2014	Intense staff & board lunch	4
10/23/2014	Rev. Plan, Elevations, Site	4
11/23/2014	Assistance with Budget preparation	3
11/24/2014	Scan, print and distribute "Grant Set"	4
11/25/2014	Memo to Janet Freed, Grant Writer, City of Montrose	3
12/8/2014	Building committee meeting w/ Buckhorn	3
12/10/2014	Revision for fire dept.	2

123 Hours @ \$100 per Hour

123

\$ 12,300.00





Serving our community since 1996.

IRS 501(c)3 Tax Exempt #84-1338604

**NEW FACILITY IN-KIND DONATION FORM**

In-Kind Donation of Services ☒

Description of goods or services to be donated:

Geotechnical And STRUCTURAL ENGINEERING  
FOR NEW FOOD BANK BUILDING.  
SEE ATTACHED ITEMIZED INVOICE.

Estimated Fair Market Value of Donation: \$ 11,897.50

Individual donor or company name: Buckhorn Geotech

Name of person to be thanked: NORM AUFDERHEIDE

Organization: \_\_\_\_\_

Address: 222. SOUTH PARK AVE

City: MONTROSE

State: CO

Zip: 81401

Phone: 970 497-8801

E-Mail: NAUFDERHEIDE@DOWL.COM

NORM AUFDERHEIDE

Donor Name Printed:

Norm Aufderheide

Donor Signature:

Date Received: 1/12/15

Donation accepted by: [Signature]

Date: 1/12/15

Sharing Ministries Food Bank, 121 N. Rio Grande, Montrose, CO 81401

PH: (970) 240-8385 FX: (970) 240-0172

E-mail: [share@bresnan.net](mailto:share@bresnan.net) [www.sharingministries.com](http://www.sharingministries.com)

Sharing Ministries  
Oneda Doyal  
121 N. Rio Grande  
Montrose, CO 81401Invoice number 32719  
Date 01/08/2015Project **2014050-GRP FOOD BANK/SHARING  
MINISTRIES NEW BUILDING**

Professional Services through 12/31/2014

**Invoice Summary**

Description	Prior Billed	Total Billed	Current Billed
<b>STRUCTURAL</b>			
STRUCTURAL DESIGN	0.00	7,945.00	7,945.00
MEETINGS	0.00	2,450.00	2,450.00
Subtotal	0.00	10,395.00	10,395.00
<b>GEOTECHNICAL</b>			
ANALYSIS AND REPORTING	0.00	62.50	62.50
FIELD WORK	0.00	1,100.00	1,100.00
LABORATORY TESTING	0.00	340.00	340.00
Subtotal	0.00	1,502.50	1,502.50
<b>SITE CIVIL DESIGN</b>			
CIVIL DESIGN	0.00	0.00	0.00
Total	0.00	11,897.50	11,897.50

**PROFESSIONAL FEES****STRUCTURAL  
STRUCTURAL DESIGN**

	Date	Hours	Rate	Billed Amount
Principal				
Norman J. Aufderheide				
	12/10/2013	2.50	150.00	375.00
<i>Attended Board meeting with Vogey</i>				
Senior Project Manager				
William M. Ungerer				
	10/02/2014	1.00	125.00	125.00
<i>Review of foundation plan</i>				
	10/08/2014	3.00	125.00	375.00
<i>Review of plans and engineering of foundation components. Discussions with Jim Carter, Steve Walker, and Tom Vogenthaler</i>				
	10/09/2014	1.00	125.00	125.00
<i>foundation design</i>				
	10/14/2014	1.00	125.00	125.00
<i>Foundation design and review of drawings</i>				

Sharing Ministries  
Project 2014050-GRP FOOD BANK/SHARING MINISTRIES NEW BUILDINGInvoice number 32719  
Date 01/08/2015**PROFESSIONAL FEES****STRUCTURAL****STRUCTURAL DESIGN**

	Date	Hours	Rate	Billed Amount
Senior Project Manager William M. Ungerer				
<i>Foundation finalization and meeting with Tom V.</i>	10/15/2014	1.00	125.00	125.00
Subtotal		7.00		875.00
Project Surveyor Joseph S. Rease				
<i>project management</i>	10/27/2014	0.50	90.00	45.00
Senior Designer I James A. Carter				
<i>foundation plan, sections and details</i>	03/26/2014	1.25	100.00	125.00
<i>drafting-sections, details and general notes</i>	03/27/2014	6.00	100.00	600.00
<i>sections and details</i>	03/28/2014	3.25	100.00	325.00
<i>drafting-foundation plan</i>	09/16/2014	2.00	100.00	200.00
<i>foundation plan, general notes and details</i>	09/17/2014	6.75	100.00	675.00
<i>foundation plan and details</i>	09/18/2014	6.00	100.00	600.00
<i>foundation plan and details</i>	09/19/2014	6.00	100.00	600.00
<i>foundation plan</i>	09/22/2014	1.00	100.00	100.00
<i>foundation plan and sections</i>	09/25/2014	1.50	100.00	150.00
<i>foundation plan</i>	09/26/2014	4.00	100.00	400.00
<i>drafting-foundation plan and details</i>	09/29/2014	4.50	100.00	450.00
<i>drafting-foundation plan and details</i>	09/30/2014	3.50	100.00	350.00
<i>discuss foundation plan and sections with engr</i>	10/07/2014	4.00	100.00	400.00
<i>foundation plan</i>	10/14/2014	1.50	100.00	150.00

Sharing Ministries

Project 2014050-GRP FOOD BANK/SHARING MINISTRIES NEW BUILDING

Invoice number 32719

Date 01/08/2015

**PROFESSIONAL FEES****STRUCTURAL****STRUCTURAL DESIGN**

	Date	Hours	Rate	Billed Amount
Senior Designer I				
James A. Carter				
<i>foundation plan, notes and details</i>	10/15/2014	6.25	100.00	625.00
<i>incorporate redline comments and compile pricing set</i>	10/23/2014	5.50	100.00	550.00
<i>foundation plan</i>	10/24/2014	3.50	100.00	350.00
Subtotal		66.50		6,650.00
Phase subtotal		76.50		7,945.00

**MEETINGS**

	Date	Hours	Rate	Billed Amount
Principal				
Norman J. Aufderheide				
<i>restart up meeting with Jim, Vogy, and Steve</i>	09/16/2014	3.00	150.00	450.00
<i>Office meeting with Vogy re project status and verification piles</i>	09/30/2014	1.00	150.00	150.00
Subtotal		4.00		600.00
Senior Project Manager				
William M. Ungerer				
<i>Some structural engineering and review, meeting with Tom Vogenthaler and George Greenbank.</i>	10/21/2014	4.00	125.00	500.00
<i>Finalizing slab design and review of drafted plans and send altered plans to Scott Stryker</i>	10/23/2014	3.00	125.00	375.00
Subtotal		7.00		875.00
Professional Geologist				
Laurie J. Brandt				
<i>talk with Tom Vogy and driller about access, site info, availability, and proposed construction</i>	02/04/2014	1.00	100.00	100.00
<i>talk with George, get site plan</i>	02/10/2014	0.50	100.00	50.00
<i>meeting with design team (George, Steve, Tom, Jim, Oneda)</i>	02/24/2014	1.25	100.00	125.00
<i>go over lab results and soil/structural rec's with NA, JC, WP</i>	03/24/2014	0.25	100.00	25.00
Subtotal		3.00		300.00

Sharing Ministries  
Project 2014050-GRP FOOD BANK/SHARING MINISTRIES NEW BUILDINGInvoice number 32719  
Date 01/08/2015**PROFESSIONAL FEES****STRUCTURAL  
MEETINGS**

	Date	Hours	Rate	Billed Amount
Senior Designer I James A. Carter				
<i>meeting w/ design team</i>	02/24/2014	1.50	100.00	150.00
<i>internal coordination meeting / contact Paper Chase / contact George Greenbank / email Steve Walker</i>	03/24/2014	0.75	100.00	75.00
<i>contact Steve Walker requesting metal building loads and details / call George Greenbank</i>	03/25/2014	0.50	100.00	50.00
<i>meet with George Greenbank</i>	03/26/2014	0.50	100.00	50.00
<i>telephone conversation w/ Steve Walker re: schedule and metal building drawings</i>	04/11/2014	0.25	100.00	25.00
<i>meeting with Steve Walker and Tom Vogey</i>	09/16/2014	1.50	100.00	150.00
<i>meeting w/ Dan and Marty Guy from RVE</i>	12/03/2014	0.50	100.00	50.00
<i>meeting with Dan, Vogy and George Greenbank</i>	12/08/2014	1.25	100.00	125.00
Subtotal		6.75		675.00
Phase subtotal		20.75		2,450.00
Structural subtotal				10,395.00

**GEOTECHNICAL****ANALYSIS AND REPORTING**

	Date	Hours	Rate	Billed Amount
Senior Project Manager Wayne Pandorf				
<i>Discuss micro-piles w/NA and BU author in-house Memo</i>	03/31/2014	0.50	125.00	62.50

**FIELD WORK**

	Date	Hours	Rate	Billed Amount
Professional Geologist Laurie J. Brandt				
<i>visit site and meet with director, Oneda; emails to Greenbank and Oneda</i>	02/06/2014	1.00	100.00	100.00
<i>field work to log 3 TP's, log in samples and select labtests, talk with WP about site and tests</i>	03/06/2014	5.00	100.00	500.00
	10/22/2014	5.00	100.00	500.00

Sharing Ministries

Project 2014050-GRP FOOD BANK/SHARING MINISTRIES NEW BUILDING

Invoice number 32719

Date 01/08/2015

**PROFESSIONAL FEES****GEOTECHNICAL****FIELD WORK**

	Date	Hours	Rate	Billed Amount
Professional Geologist				
Laurie J. Brandt				
drill and log one borehole to 66 feet at building site				
Subtotal		11.00		1,100.00
Phase subtotal		11.00		1,100.00
Geotechnical subtotal				1,162.50
Professional Fees subtotal		108.75		11,557.50

**REIMBURSABLES****GEOTECHNICAL****LABORATORY TESTING**

	Units	Rate	Billed Amount
PI (Atterberg Limits)	1.00	85.00	85.00
Swell/Consolidation (Undisturbed)	3.00	85.00	255.00
Phase subtotal			340.00
Geotechnical subtotal			340.00
Reimbursables subtotal			340.00

Invoice total **11,897.50**

PAYMENT DUE UPON RECEIPT



Serving our community since 1996.

IRS 501(c)3 Tax Exempt #84-1338604

**NEW FACILITY IN-KIND DONATION FORM**

In-Kind Donation of Services ☒

Description of goods or services to be donated:

50' x 125' x 14' STAR Pre-engineered Metal Building  
RooF Slope: 1"-12" Snow Loading: 30# Wind Loading: 80MPH  
Never Erected kit -

Estimated Fair Market Value of Donation: \$ 34,000

Individual donor or company name: Walker & Krill Builders LLC

Name of person to be thanked: Steve Walker

Organization: \_\_\_\_\_

Address: 19289 Hwy 550

City: Montrose State: Co. Zip: 81403

Phone: 970-209-6448 E-Mail: walkerkrill@msn.com

Steven L. Walker

**Donor Name Printed:**

[Signature]

**Donor Signature:**

Date Received: 1/12/15

**Donation accepted by:** [Signature]

**Date:** 1/12/15





Serving our community since 1996.

IRS 501(c)3 Tax Exempt #84-1338604

**NEW FACILITY IN-KIND DONATION FORM**

In-Kind Donation of Services ☐

Description of goods or services to be donated:

plumbing fixtures

Estimated Fair Market Value of Donation: \$ 4252.39

Individual donor or company name: Dahl Montrose

Name of person to be thanked: Carl Viel / Jill Vincent

Organization: Dahl Montrose

Address: 1133 N. Townsend Ave.

City: Montrose State: CO. Zip: 81401

Phone: 970-249-5342 E-Mail: jill.vincent@dahlplumbing.com

Jill Vincent  
Donor Name Printed:

Jill Vincent  
Donor Signature:

Date Received: 11-30-14

Donation accepted by: Tom Vagstad Date: 11-30-14

Sharing Ministries Food Bank, 121 N. Rio Grande, Montrose, CO 81401

PH: (970) 240-8385 FX: (970) 240-0172

E-mail: share@bresnan.net www.sharingministries.com



# Quotation

**191 DAHL OF MONTROSE**  
**1133 N TOWNSEND AVE**  
**MONTROSE CO 81401-3077**  
**970-249-5342 Fax 970-249-8255**

QUOTE DATE	QUOTE NUMBER
11/30/14	S009464246
QUOTED BY:	
191 DAHL OF MONTROSE 1133 N TOWNSEND AVE MONTROSE CO 81401-3077 970-249-5342 Fax 970-249-8255	
PAGE NO	
1 of 4	

Printed : 13:28:46 30 NOV 2014

QUOTE TO:  
CASH SALE  
1133 N TOWNSEND AVE  
MONTROSE, CO 81401-3077

SHIP TO:  
CASH SALE  
SHARING MINISTRIES  
NORTH 1ST  
MONTROSE, CO 81401  
209-3555

QUOTED FOR		CUSTOMER PURCHASE ORDER NUMBER		CUSTOMER RELEASE NUMBER		SALESPERSON	
TOM VOGENTHALER		SHARING MINISTRIES				House	
WRITER		SHIP VIA		TERMS		EXPIRATION DATE	FREIGHT ALLOWED
Jill Vincent		PK PICK UP NOW		CASH		01/14/15	No
QUOTE QTY	DWG PART#	DESCRIPTION				Net Pric	Ext Pric
		* ** PUBLIC AND OFFICE RESTROOMS ** *					
4ea	2962	** WALL MOUNT LAVS AND FAUCETS ** STERLING 442034-0 WHT VC				145.300/ea	581.20
4ea	280378	WORTHINGTON 21X22 3H 4CC WALL MNT BARRIER FREE ADA LAV SINK				48.265/ea	193.06
4ea	733339	MAINLINE 211-CP POL CHROME CENTURION SGL METAL LEVER HDL DM 1H LAV FCT ADA APPROVED LEAD FREE				21.800/ea	87.20
4ea	3633	MAINLINE ML760W 11/4X6 CP 17GA BRASS COMM OFFSET TAILPIECE W/ OPEN GRID STR				37.620/ea	150.48
8ea	1023535	DEARBORN 701DF-1 1-1/4 CP 17GA DEEP FLG P-TRAP				13.533/ea	108.26
8ea	8459	BRASSCRAFT G2CR19X C 1/2X3/8OD COMPXCOMP CP QTR TURN ANGLE STOP LEAD FREE				0.393/ea	3.15
8ea	3432	DEARBORN 1099B 5/8OD NOM CP FLG BRASSCRAFT B1-12A-F 3/8X1/2X12 COMPXFIP POLYMER BRAID LAV SUPPLY CONN LEAD FREE				6.108/ea	48.86
4ea	914099	MAINLINE ML102EZ WHT LAV-GUARD TRAP & SUPPLY COVER F/ TUBULAR P-TRAP 2-ANGLE STOP & 2-SUPPLY ADA APPROVED				53.238/ea	212.95
4ea	914103	MAINLINE ML105EZ WHT LAV-GUARD OFFSET TAILPIECE COVER F/ TUBULAR ADA APPROVED				15.673/ea	62.69
4ea	2935	** ADA TOILETS ** STERLING 402315-0 WHT WINDHAM 2PC				262.150/ea	1048.60
*** Continued on Next Page ***							

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970-249-5342 Fax 970-249-8255**

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TOM VOGENTHALER		SHARING MINISTRIES		House	
WRITER		SHIP VIA	TERMS	EXPIRATION DATE	FREIGHT ALLOWED
Jill Vincent		PK PICK UP NOW	CASH	01/14/15	No
QUOTE QTY	DWG PART#	DESCRIPTION	Ugt PRC	EXT PRC	
		12 RGH 1.6GPF ADA PRO FORCE ELONG TOILET ***** Kit Components ***** * 4 - STERLING 404515-0 WHT WINDHAM 10/12 * * RGH 1.6GPF TOILET TANK * * Loc: EA0010200 * * 4 - STERLING 403315-0 WHT WINDHAM 12 * * RGH 1.28GPF ADA ELONG TOILET BOWL * * Loc: EA0010200 * *****			
4ea	986738	MAINLINE ML1055000 WHT ELONG PLAS OF TOILET SEAT W/ CHECK HINGE & SS HARDWARE L/ COVER	38.297/ea	153.19	
4ea	1023535	BRASSCRAFT G2CR19X C 1/2X3/8OD COMPCOMP CP QTR TURN ANGLE STOP LEAD FREE	13.533/ea	54.13	
4ea	8459	DEARBORN 1099B 5/8OD NOM CP FLG	0.393/ea	1.57	
4ea	3437	BRASSCRAFT B1-16DL-F 3/8X7/8X16 COMPCBALLCOCK POLYMER BRAID TOILET SUPPLY CONN LEAD FREE	12.229/ea	48.92	
4ea	10190	HERCULES 90234 4X3 JOHNI-RING PETROLEUM WAX COMBO PK GSKT W/ PLAS HORN * ** HAND SINK AND FAUCET ** *	5.076/ea	20.30	
1ea	1041945	MAINLINE MLD15152 23GA SS BR FINISH 15X15X5 2H SR SGL BOWL BAR/ PREP SINK	69.375/ea	69.38	
1ea	280415	MAINLINE 625-CP POL CHROME CENTURION 2 METAL BLADE HDL 2H 4CC	49.588/ea	49.59	
*** Continued on Next Page ***					

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970-249-5342 Fax 970-249-8255

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QUOTED BY:	PAGE NO
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MONTROSE, CO 81401  
209-3555

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TOM VOGENTHALER		SHARING MINISTRIES		House	
WRITER		SHIP VIA	TERMS	EXPIRATION DATE	FREIGHT ALLOWED
Jill Vincent		PK PICK UP NOW	CASH	01/14/15	No
QUOTE QTY	DUR PART#	DESCRIPTION		Net Pys	Est Pys
		BAR/ PREP FCT ADA APPROVED LEAD FREE			
1ea	697485	DB 10 SS BSKT STR		15.760/ea	15.76
1ea	3800	DEARBORN P9704 1-1/2 WHT SCH40 PVC P-TRAP W/ THREADED PVC ADPT		4.340/ea	4.34
2ea	1023535	BRASSCRAFT G2CR19X C 1/2X3/8OD COMPCOMP CP QTR TURN ANGLE STOP LEAD FREE		13.533/ea	27.07
2ea	8459	DEARBORN 1099B 5/8OD NOM CP FLG		0.393/ea	0.79
2ea	3433	BRASSCRAFT B1-20A-F 3/8X1/2X20 COMPCFIP POLYMER BRAID LAV SUPPLY CONN LEAD FREE		9.997/ea	19.99
		* ** FLOOR SINK AND FAUCET ** *			
1ea	124573	FLOR MSR3624 3" MOP SINK		277.060/ea	277.06
1ea	916860	MAINLINE XD141-RC RGH CHROME XD 2H WM 8CC 2 METAL LEVER HDL MOP SINK FCT W/ HOSE END & PAIL HOOK ADA APPROVED		137.625/ea	137.63
		* ** KITCHEN ** *			
1ea	1065304	STERLING 45987-4-NA SATIN-LUSTER 18 GA SS SOUTHAVEN SELF-RIMMING 4H SELF-RIMMING SGL BOWL KITCHEN ***** Above not returnable *****		361.900/ea	361.90
1ea	280399	MAINLINE 146-WSCP POL CHROME CONTINENTAL 2 METAL BLADE HDL 3H KITCHEN FCT W/ SIDE SPRAY ADA APPROVED LEAD FREE		76.650/ea	76.65
*** Continued on Next Page ***					

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**970-249-5342 Fax 970-249-8255**

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Printed : 13:28:46 30 NOV 2014

QUOTED FOR		CUSTOMER PURCHASE ORDER NUMBER	CUSTOMER RELEASE NUMBER	SALESPERSON	
TOM VOGENTHALER		SHARING MINISTRIES		House	
WRITER		SHIP VIA	TERMS	EXPIRATION DATE	FREIGHT ALLOWED
Jill Vincent		PK PICK UP NOW	CASH	01/14/15	No
QUOTE QTY	OUR PART#	DESCRIPTION		Net Pcs	Ext Pcs
1ea	1070269	ISE PRO 750 DISPOSER 3/4HP 6 YEAR WARRANTY		369.600/ea	369.60
1ea	3800	DEARBORN P9704 1-1/2 WHT SCH40 PVC P-TRAP W/ THREADED PVC ADPT		4.340/ea	4.34
2ea	1023535	BRASSCRAFT G2CR19X C 1/2X3/8OD COMPCOMP CP QTR TURN ANGLE STOP LEAD FREE		13.533/ea	27.07
2ea	8459	DEARBORN 1099B 5/8OD NOM CP FLG		0.393/ea	0.79
2ea	3433	BRASSCRAFT B1-20A-F 3/8X1/2X20 COMPCFIP POLYMER BRAID LAV SUPPLY CONN LEAD FREE		9.997/ea	19.99
1ea	3767	DEARBORN P9100 1-1/2X13 WHT SCH40 PVC END OUTLET DISPOSAL KIT		11.956/ea	11.96
1ea	8574	DEARBORN 7983 DISHWASHER DISPOSAL HOSE CONN		3.918/ea	3.92
TAXES NOT INCLUDED					
Prices subject to change without notice. Orders for special material accepted with the distinct understanding that they are not subject to cancellation. Not responsible for delays by reason of strikes, accidents or causes beyond our control. We do not assume responsibility for quantities or descriptions. Prices contained in this quotation are subject to price in effect at time of shipment. Prices are also subject to typographical and clerical errors. Items quoted and quantities listed are our interpretation of material needed and should be checked against the plans and specifications. After expiration of this quotation, we reserve the right to review our prices before acceptance of any orders. We thank you for this opportunity of quoting.				Subtotal	4252.39
				Bid Total	4252.39





Serving our community since 1996.

IRS 501(c)3 Tax Exempt #84-1338604

**NEW FACILITY IN-KIND DONATION FORM**

In-Kind Donation of Services ☒

Description of goods or services to be donated:

assistance toward relocation of power pole  
and labor to install new service

Estimated Fair Market Value of Donation: \$ 15,000.<sup>00</sup>

Individual donor or company name: Delta-Montrose Electric Association

Name of person to be thanked: DMEA Board

Organization: DMEA

Address: 11925 6300 Road

City: Montrose State: CO Zip: 81401

Phone: 970-240-1262 E-Mail: Virginia.harman@DMEA.com

Virginia Harman

Donor Name Printed:

J. Harman

Donor Signature:

Date Received: 1/27/15

Donation accepted by: [Signature]

Date: 1/27/15

719 267-3548 -  
469-2634-(CL)  
Ken Baylor  
CABINET SHOP



Serving our community since 1996.

IRS 501(c)(3) Tax Exempt #24-1332634

**NEW FACILITY IN-KIND DONATION FORM**

In-Kind Donation of Services ☒

Description of goods or services to be donated:

labor-man hours and shop cost to construct  
43 Kitchen and Bathroom Cabinets

172 Hours X \$50.00 per hour

Estimated Fair Market Value of Donation: \$ \$8600.00

Individual donor or company name: Habitat for Humanity 'We build' Program

Name of person to be thanked: Ken Baylor

Organization: Habitat for Humanity of Colorado

Address: 6564 Hwy 96

City: Olney Springs

State: CO

Zip: 81062

Phone: 719-267-5323

E-Mail: baylor@bresnan.net

Ken Baylor

Donor Name Printed:

Ken Baylor Program  
D.R.

Donor Signature:

Date Received: 1/23/15

Donation accepted by: [Signature]

Date: 1/23/15



Serving our community since 1996.

IRS 501(c)3 Tax Exempt #84-1338604

**NEW FACILITY IN-KIND DONATION FORM**

In-Kind Donation of Services ☐

Description of goods or services to be donated:

LANDSCAPE & irrigation design

Estimated Fair Market Value of Donation: \$ 1,200.00

Individual donor or company name: Ashton Davis

Name of person to be thanked: Ashton Davis

Organization: \_\_\_\_\_

Address: 13902 5950 Road

City: Montrose

State: CO

Zip: 81403

Phone: 970-275-3112

E-Mail: drycreek1954@yahoo.com

Ashton Davis

Donor Name Printed:

Ashton Davis

Donor Signature:

Date Received: 1/12/15

Donation accepted by: [Signature]

Date: 1/12/15





Serving our community since 1996.

IRS 501(c) 3 Tax Exempt # 84-1338604

**NEW FACILITY IN-KIND DONATION FORM**

In-Kind Donation of Services ☒

Description of goods or services to be donated:

Include installation at no charge.

Estimated Fair Market Value of Donation: \$ 700.00

Individual donor or company name: Tri River Appliance

Name of person to be thanked: Tri River Appliance

Organization: Appliances

Address: 109 N. Townsend Ave

City: Montrose

State: CO.

Zip: 81401

Phone: 970 249 9442

E-Mail: Sales@tririver.us

Date Received: 1/12/15

Donation accepted by:

Date:

1/12/15

Sharing Ministries Food Bank, 121 N. Rio Grande, Montrose, CO 81401

PH: (970) 240-8385 FX: (970) 240-0172

E-mail: [share@bresnan.net](mailto:share@bresnan.net) [www.sharingministries.com](http://www.sharingministries.com)





Serving our community since 1996.

IRS 501(c)3 Tax Exempt #84-1338604

**NEW FACILITY IN-KIND DONATION FORM**In-Kind Donation of Services ☒

Description of goods or services to be donated:

CHAIN LINK FENCE PRODUCTS + LABOR TO INSTALLEstimated Fair Market Value of Donation: \$ 4000.00Individual donor or company name: ENGLAND FENCE COName of person to be thanked: ENGLAND FENCE CO

Organization: \_\_\_\_\_

Address: 2730 N TOWNSEND AVECity: MONTROSEState: COZip: 81401Phone: 970-249-4430E-Mail: lavetaengland@msn.comLAVETA ENGLAND OWNER  
ENGLAND FENCE CO.

Donor Name Printed:

Donor Signature:

Date Received: 1/23/15

Donation accepted by:

Date: 1/23/15

# **Exhibit G**

## **Sharing Ministries' 2015 Budget**

## Sharing Ministries Food Bank 2015 Operational Budget

Jan - Dec  
**2015 Budget**

### Revenue

Donations	\$206,000	81%
Grants	\$35,000	14%
Special Events	\$11,700	5%
Other Revenue	\$1,000	0%
<b>Total Revenue</b>	<b>\$253,700</b>	<b>100%</b>

### Expenses

#### Direct Food Costs

Food Purchases	\$55,325	
Payroll	\$56,769	
Trucking and Distribution	\$21,300	
Supplies	\$2,500	
<b>Total</b>	<b>\$135,894</b>	<b>54%</b>

#### Facility

Railroad Lease	\$11,000	
Property Insurance	\$1,000	
Maintenance & Repair	\$1,000	
Utilities	\$13,100	
Interest Expense	\$1,945	
<b>Total</b>	<b>\$28,045</b>	<b>11%</b>

#### Equipment Costs

Repair/Maintenance	\$1,100	
<b>Total</b>	<b>\$1,100</b>	<b>0%</b>

#### Administrative

Office Supplies & Postage	\$7,400	
Memberships	\$510	
Payroll	\$7,344	
Board Liability Insurance	\$1,650	
Computer Expense	\$1,400	
Travel	\$1,400	
<b>Total</b>	<b>\$19,704</b>	<b>8%</b>

#### Fund Raising

Special Events/Public Education	\$6,500	
Payroll	\$50,887	
Advertising	\$8,400	
<b>Total</b>	<b>\$65,787</b>	<b>26%</b>

#### Special Programs

Gleaning	\$600	
Other	\$500	
<b>Total</b>	<b>\$1,100</b>	<b>0%</b>

#### Payroll Expense

Workers Compensation	\$2,000	
<b>Total</b>	<b>\$2,000</b>	<b>1%</b>

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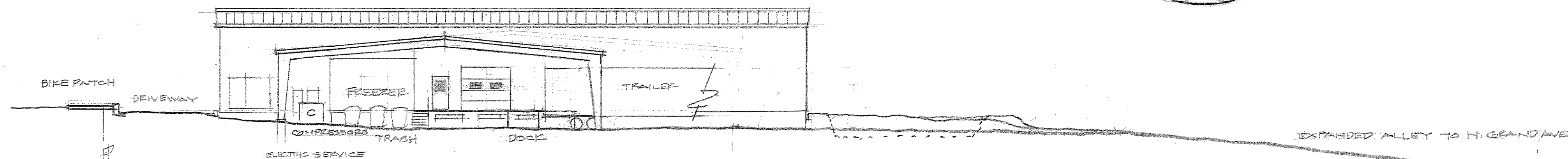


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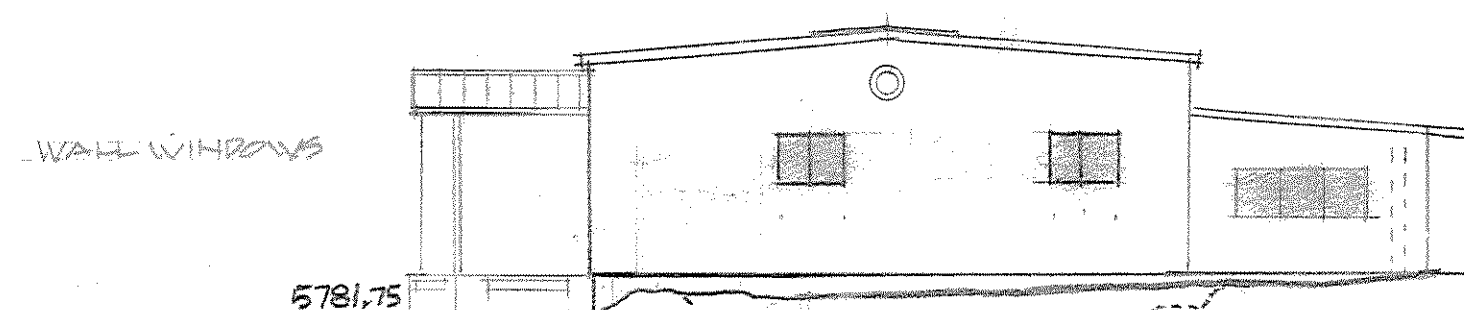
<b>Total Revenue</b>	<b>\$253,700</b>	
<b>Total Expenditures</b>	<b>\$253,630</b>	<b>46%</b>
<b>Surplus (Deficit)</b>	<b>\$70</b>	

# **Exhibit 2**

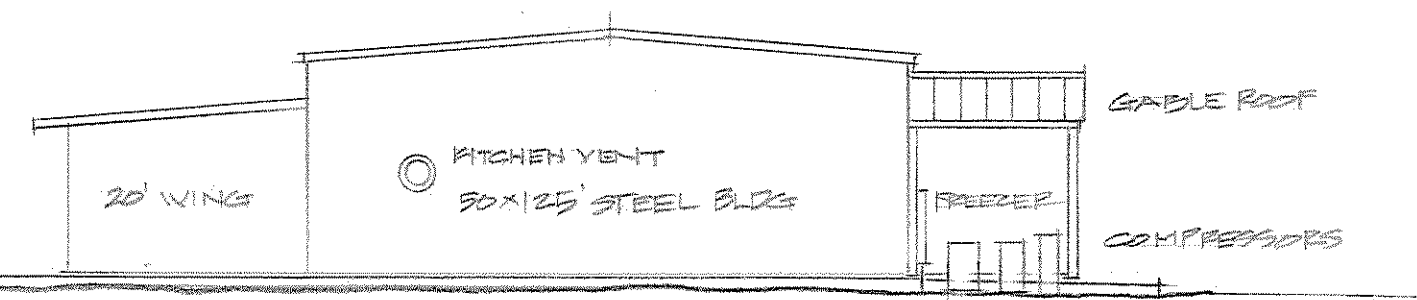
## **Grant Set Plans**



NORTH ELEVATION 1/16"



WEST ELEVATION 1/16"

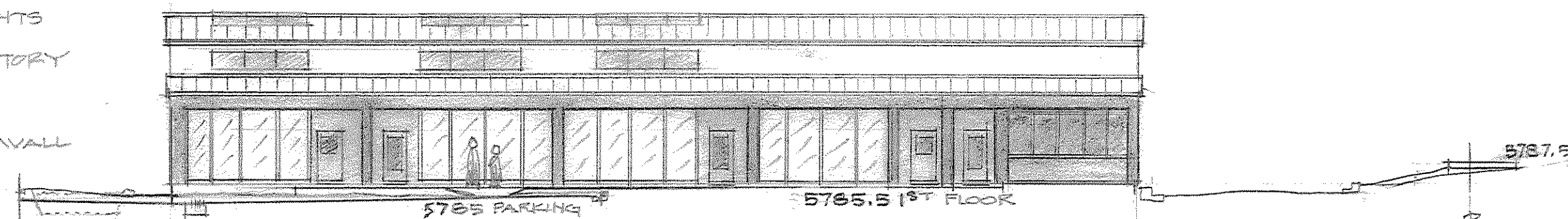


EAST ELEVATION 1/16"

LEGAL DESCRIPTION

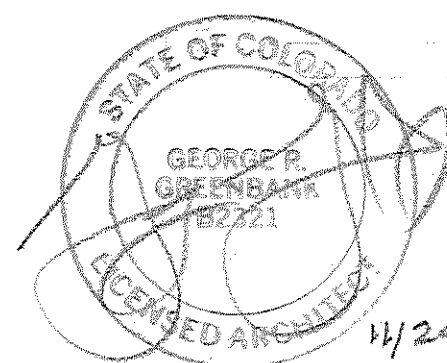
BUILDING SITE / LOTS 17-24  
 DRIVEWAY / LOTS 1-12  
 FUTURE BLDG. & VACATED N. 2ND  
 SEDIG'S ADDITION  
 CITY OF MONTROSE

SKYLIGHTS  
 CLEARSTORY  
 TRIMBE WALL



SOUTH ELEVATION 1/16"

0 8 16 24 32



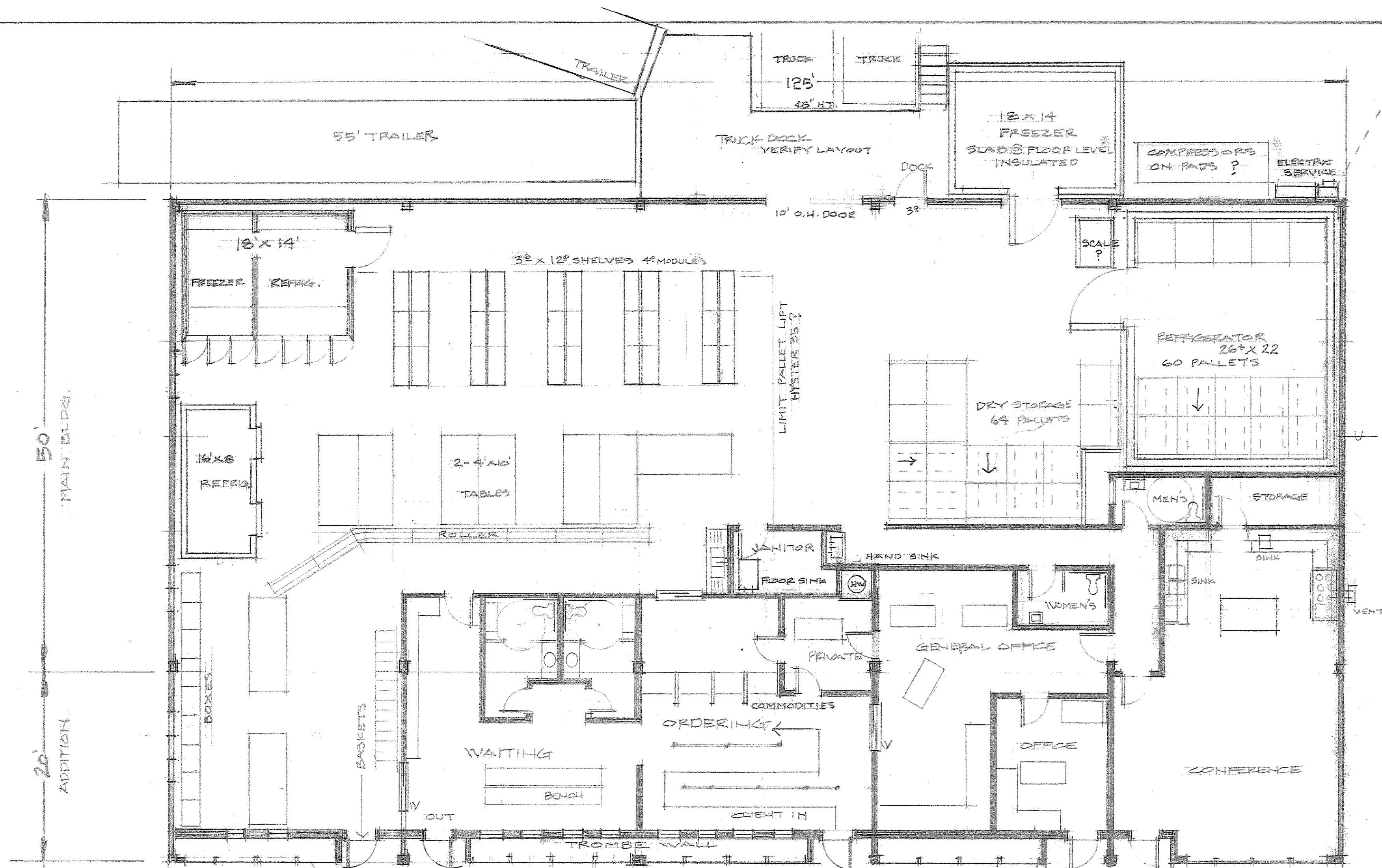
GRANT SET 11/24/14

SHARING MINISTRIES  
 FOOD BANK - MONTROSE

FOR BUDGET ONLY

GEORGE GREENBANK - ARCHITECT  
 970-728-6430

10/23/14 rev. 11/24/14 Grant  
 8/31/14 Plot 3



# **BLDG. DESCRIPTION**

- 50x125 FAB. STEEL BLDG - ON HAND
- 20x125 " " - TO BE ORDERED
- 12x14 FREEZE - TO BE MOVED
- SLAB FOUNDATION & SITE CONCRETE - DOCUMENTS BY BUCKHARTGSTER
- NEW 26x22 FAB. REFR. TO BE PROVIDED
- 2-24" EXTERIOR INSUL. / ROOF TO STATE STD.
- FREEZER SLAB INSULATED
- BLDG. PERIMETER INSULATED TO 24" BELOW GRADE
- INTERIOR WALLS WOOD FRAME 16" OC, 5/8" TYPX GYP. BD.
- 10' CEILING - ADDITION
- 8' " " - MAIN BLDG.
- STRUCTURAL CEILING
- HVAC - COOLINGS
- REFRIGERATION -
- ELECTRICAL -

GRANT SET 11/24/14

FLOOR PLAN 1/8"

SHARING MINISTRIES FOOD BANK - MONTROSE

PLAN PREPARED BASED ON STAFF INPUT & SITE VISITS TO SIMILAR FACILITIES & BLDG DPT. COMMENT.

GEORGE GREENBANK ARCHITECT 910-728-6430

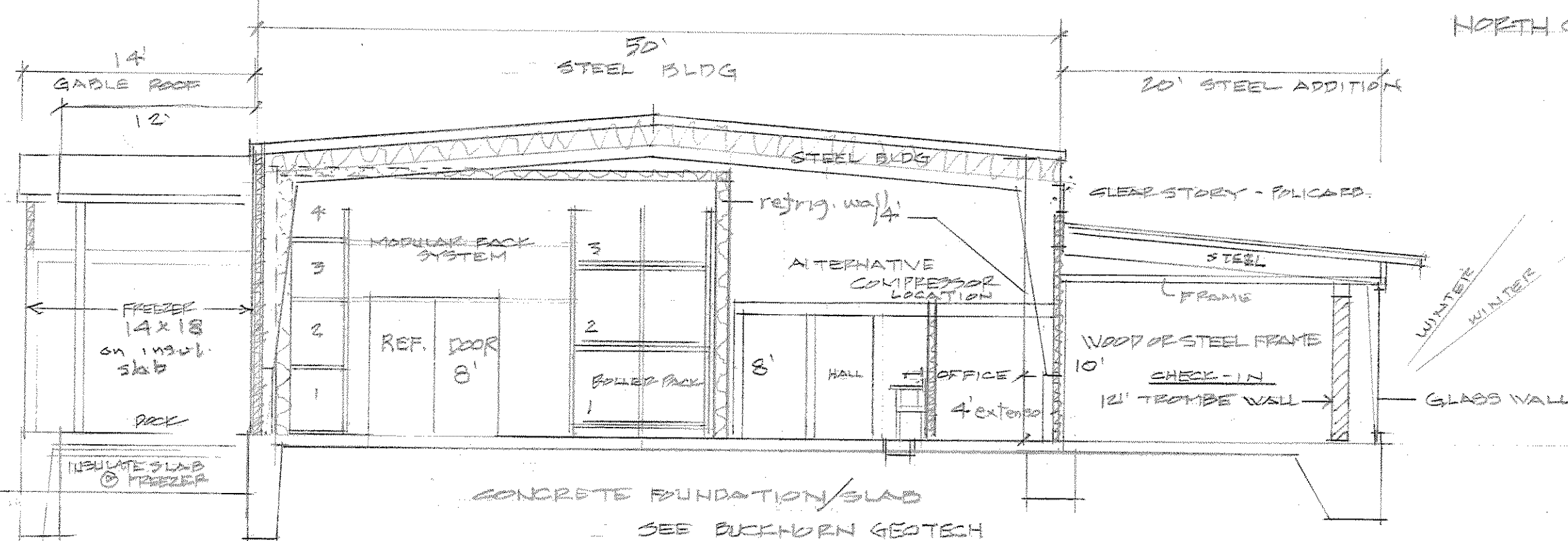
AUG. 14, 2014

8/31/14 P2 of 3  
10/23/14 REV. - Pricing  
11/24/14 Grant set



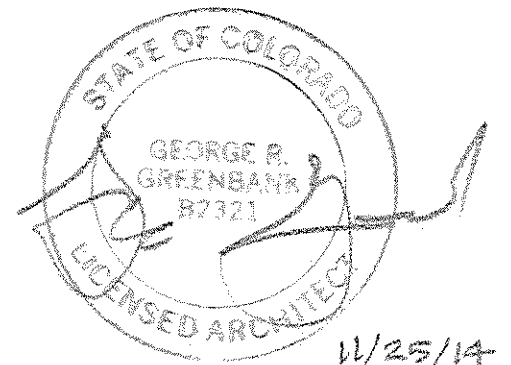
BUDGET DIVISIONS

- 
- A hand-drawn site plan for a property, likely a residential or commercial development. The plan shows a large area with various features and boundaries.
- Top Boundary:** A diagonal line labeled "NEW FENCE" and "RAILROAD PROPERTY DRIVE". A "BIKE PATH" is shown running parallel to the railroad property.
  - Left Boundary:** A vertical line labeled "EXISTING FENCE".
  - Top Left Area:** A rectangular area labeled "GARDEN". Below it is a box labeled "FUTURE FUTURE BLDG".
  - Center Left Area:** A large area labeled "CONTRACTED PROPERTY LOTS 1-124". Below this is a small rectangular area labeled "VERICAL STORAGE".
  - Center Right Area:** A large area labeled "GRAVEL". It contains a "TRAILER" and a "STEEL BLDG" with dimensions "125' x 50'". A "125' x 20' ADDITION" is shown attached to the steel building. A "PAVED PARKING" area is adjacent to the steel building. A "GATE" is marked near the steel building.
  - Bottom Left Area:** A rectangular area labeled "IMPROVE ALLEY FOR SEMI ACCESS TO GRAND AVE.". It is bounded by a "NEW FENCE" and a "gate".
  - Bottom Center Area:** A large area labeled "UNUSED PROPERTY". It contains a box labeled "OLD BLDG.". A "RETAINAGE SNOW STORAGE" area is shown near the gravel area.
  - Right Boundary:** A vertical line labeled "L. 1ST ST. 10'". A "GAS MAIN" is indicated near the bottom right.
  - Other Features:**
    - "Underground electric" lines are shown near the top right.
    - "FIRE LANE NO PARKING" is marked near the steel building.
    - "CAMP STOP" is marked near the gravel area.
    - "ONE WAY POLE" is marked near the bottom left.
    - "F.H." (Fire Hydrant) is marked near the bottom left.



DESCRIPTIVE SECTION 1/3<sup>rd</sup>

# SITE PLAN



GRANT SET 11/25/14  
SHARING MINISTRIES  
FOOD BANK MONTROSE

GEORGE GREENBANK, ARCHITECT  
970-728-6430  
R3 #3 8/11/14 8/12/14  
10/23/14 rev



## **Exhibit 3**

### **Letter from George Greenbank, Architect, concerning Architectural Services**

George Greenbank, Architect  
P.O. Box 441  
Telluride, CO 81435

July 24, 2015

Sharing Ministries, Inc.  
Attn: Oneda Doyal  
121 N. Rio Grande Ave.  
Montrose, CO 81401

Re: Architectural Services

Dear Oneda and Whom It May Concern:

In February, 2014 at the request of Tom Vogenthaler, I began work to help the Food Bank with Architectural designs for a new facility to be located on property they owned west of their current location. A series of meetings with you and the staff were held to establish a program for the new facility and helped me understand the services the Food Bank provides. I prepared an "as-built" drawing of the current operation to help with my design for the new floor plan. I also observed a number of "distributions" and accompanied Vogy in "food pick-up" at local contributors.

Steve Walker had donated a steel structure 125' x 50' and a 20' x 125' addition was suggested to complete the structure. As design of the functional floor plan and site restraints were understood an additional roof element (24' x 60') to cover the delivery area and a freezer were also included in the design. Steve Walker has indicated his willingness to complete an engineered structural plan for this building and the indicated additional steel structures. He also provided information/specifications to buckhorn Geotech for the foundation plan.

As a clear understanding of site restraints and zoning restrictions became evident, we met with Jennifer Spinelli, Assistant Planner, Community Development Dept., City of Montrose, to review our goals and present a conceptual site plan. We applied for a "conditional use permit" and "variation to setback" requirement. These requests were approved by Planning and Zoning. Documentation of this process should be included in the "Architectural Service Bid Request". Janet Freed, City of Montrose Grant Coordinator, will provide these documents and assist with the administration and service bid and contract documents. (970) 240-1457

We reviewed the Grant Set and earlier documents with Archie, City of Montrose Building Official. I believe that the Grant Set includes input from him. i.e. wood frame interior walls with 5/8 Typ.x gypsum board, limit use of attic space above office and hallways, setbacks of building from property lines with approved variances, trombe wall concept, number of total toilet facilities. These issues and other code issues should be further reviewed with Building Officials as bid and permit documents are completed.

Meetings were held with Scott Murphy, City of Montrose Engineer. Directions were given to complete a drainage study, parking and access concepts for their review. A parking area within the right-of-way of North 1<sup>st</sup> St. is proposed and has also been recognized by the City.

Buckhorn Geotech represented by Norm Aufderheide also agreed to help the project and prepared site drainage and retention plans as well as foundation plans. Site elevation data and soils testing were also included and documents prepared.

Vogy and I also met with Don Burns (02/27/2015) of DMEA concerning a "brace pole" and cable at the alley existing from the facility on N. Grand Ave. This pole has been removed. Another pole at the NW corner of the building in the alley R.O.W. was also discussed. Vertical separation from building elements (12') and horizontal set-back from overhead wires (5') were reviewed on site. The height of wire above grade was measured by Don as 32'. We estimated the closest wire to be 4' from the property line.

Vogy and I returned to the site to attempt to verify the pole location. Using the west property as represented by pins on site, we believe the pole is close to its representation on the DMC survey from 11/21/2011. This understanding should be verified. A copy of the DMC Survey should be included in documents. Site grade from this survey was also used by me to suggest a 1<sup>st</sup> floor elevation for the building of 5785.5' and the parking at 5785'. Note that Buckhorn documents show different base elevations.

An overhead electric line and pole are located on the property at the SW corner.

Shelving Rack and Locker, Inc. (303) 373-5035, 5081 Kingston, Denver, 80239, was contacted for help with rack storage systems. Owner Bud Hargis and Manuel Serrano commented on our layout and provided budget information. Vogy, Steve and I visited the Food bank in Palisade which uses a similar rack system. Note that the Grant Set limits the racks to 3 high to comply with Building Department limits to avoid building fire sprinkler system.

Fortney Refrigeration, (970) 242-3059 was also contacted. Owner David Lawein, assisted with our representation of 26' x 22' refrigerator and the 18' x 14' refrigerator/freezer. The 18' x 14' freezer on the north side is existing and in use at the current food bank and we believe it can be moved to a new insulated slab included on the foundation plan.

Various local Montrose electricians, contractors, carpenters, dry wall installers, etc. helped in preparing the "Sharing Ministries Line Item Breakdown" and may be willing to assist with the completion of the project.

I have provided my services to the Food Bank pro-bono in completing the documents in the "Bid Set" dated 11/24/14 and helping with the program. I will remain available to assist in the selection of a project Architect and Contractor as the project finalizes the documents and contracts needed for permit and construction.

Sincerely,

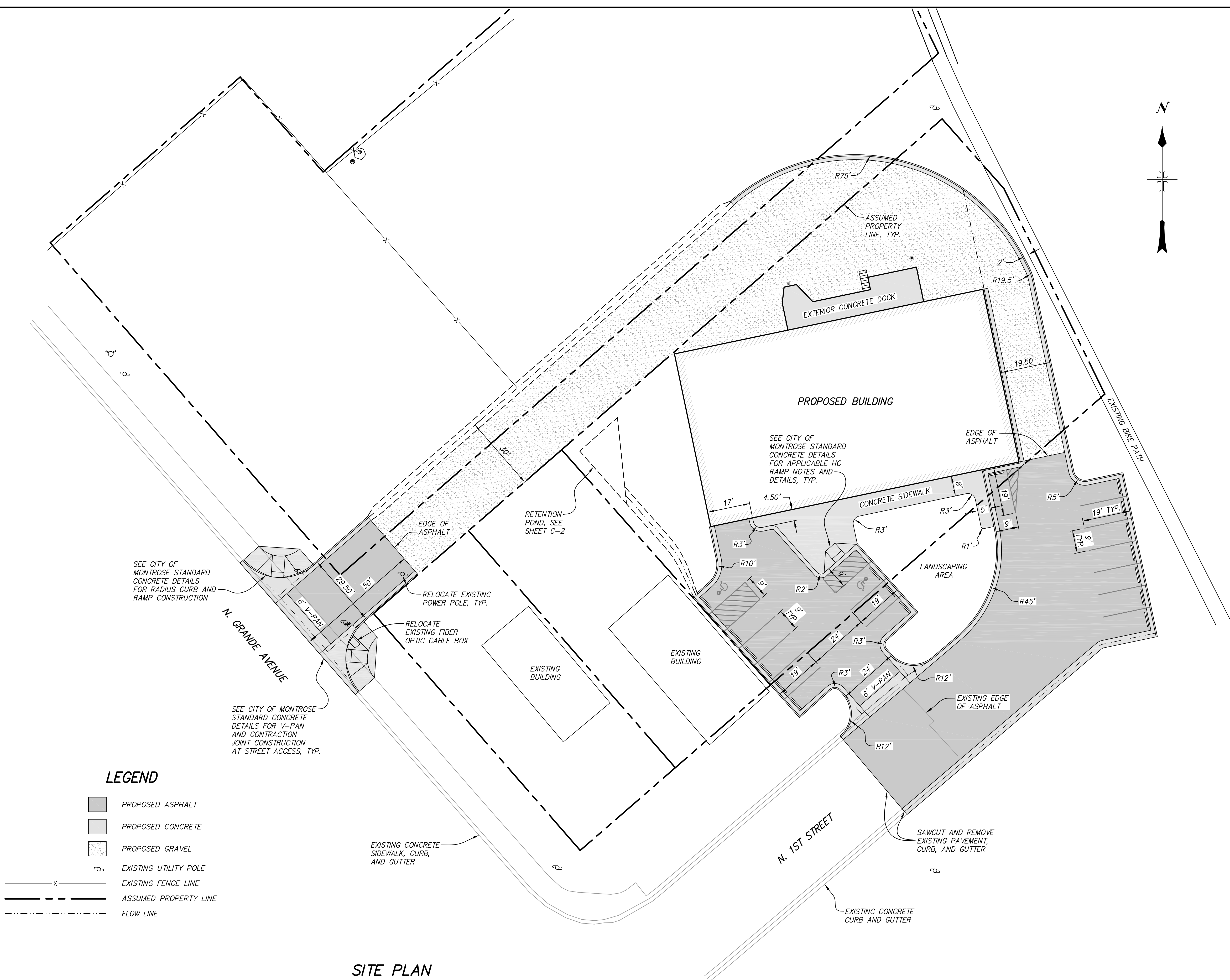
George Greenbank, Architect  
(970) 728-6430

CC: [jfreed@ci.montrose.co.us](mailto:jfreed@ci.montrose.co.us)  
[doyal@bresnan.net](mailto:doyal@bresnan.net)  
[vogy@montrose.net](mailto:vogy@montrose.net)

# **Exhibit 4**

## **Current Engineering Documents**

\\BGS\RS\Structural\2014\14-050-GRP Sharing Ministries Food Bank\Drawg\Sharing Ministries Site Grading Plan.dwg



**BUCKHORN**GEOTECH

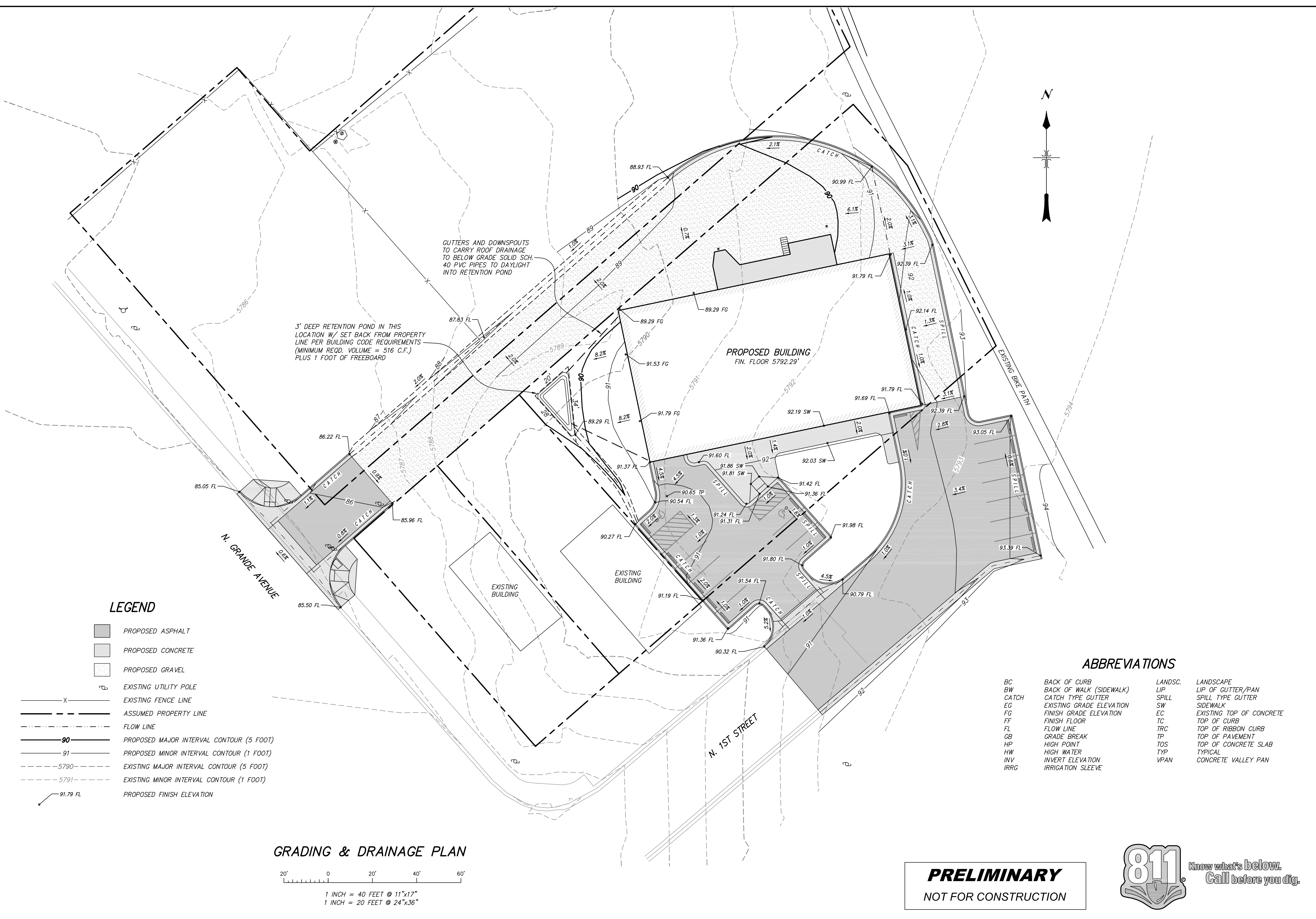
Civil, Structural & Geotechnical Engineers  
222 So. Park Ave. Montrose, Colorado 81401  
970-249-6826 Fax. No. 970-249-0945  
www.buckhorngeo.com

DATE					
REVISIONS					

SHARING MINISTRIES FOOD BANK  
MONTROSE, COLORADO  
SITE PLAN

DESIGNED	D.C.Q.
DRAWN	J.C./C.B.
DATE	1/22/15
PROJ. NO.	14-050-GRP
DRAWING NUMBER	C-1
OF	DWGS.

\\BGS\R3\Structural\2014\14-050-GRP Sharing Ministries Food Bank\Drawg\Sharing Ministries Site Grading Plan.dwg



**BUCKHORN****GEOTECH**

Civil, Structural & Geotechnical Engineers  
222 So. Park Ave. Montrose, Colorado 81401  
970-249-6826 Fax: No. 970-249-0945  
www.buckhorngeo.com

DATE	
REVISIONS	

SHARING MINISTRIES FOOD BANK  
MONTROSE, COLORADO  
GRADING AND DRAINAGE PLAN

DESIGNED	D.C.Q.
DRAWN	J.C./C.B.
DATE	1/22/15
PROJ. NO.	14-050-GRP
DRAWING NUMBER	C-2
OF	DWGS.

# **Exhibit 5**

## **Property Survey**



Janet Freed jtfreed@ci.montrose  
CO, 81401  
jtfreed333@gmail.com

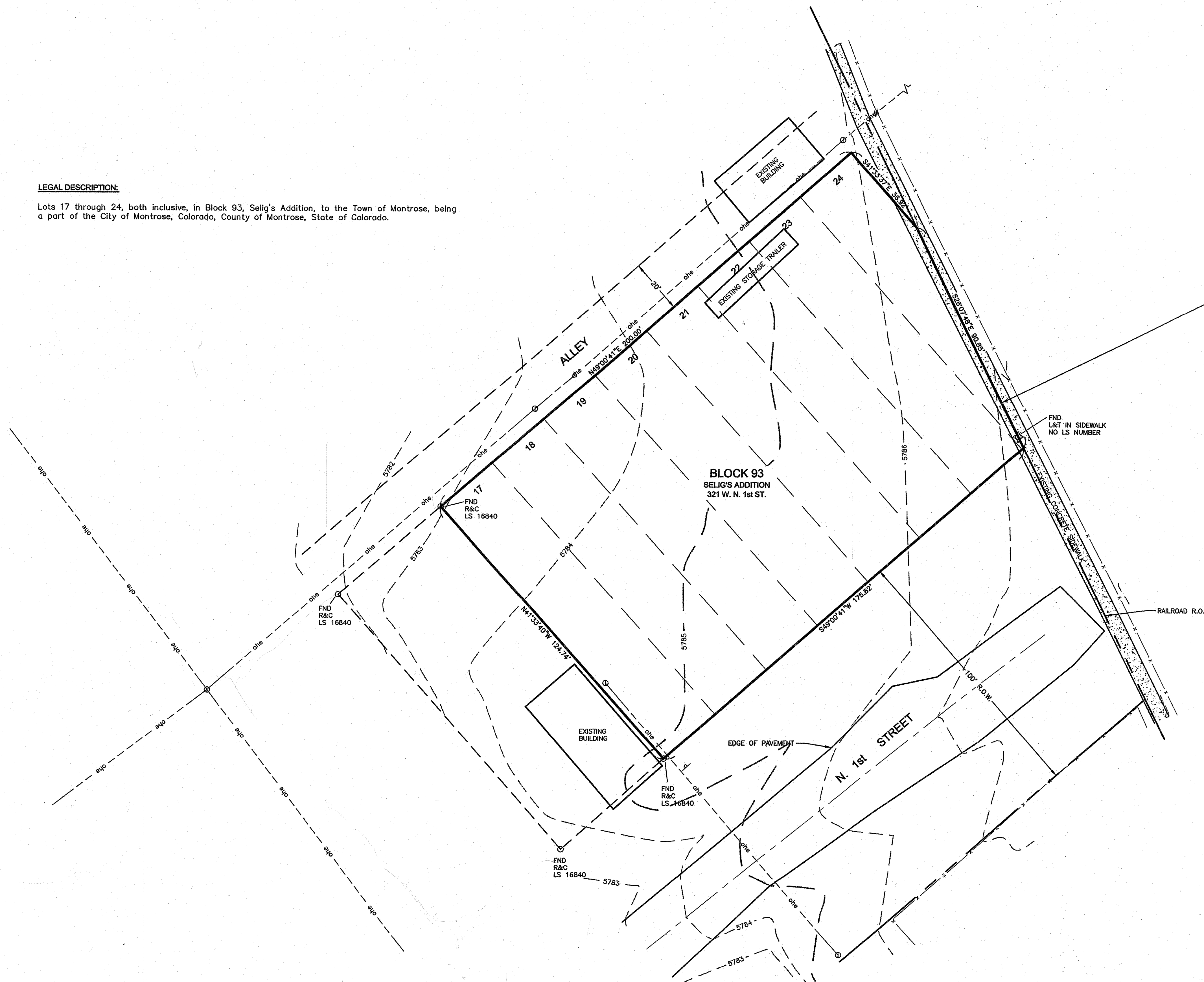
# TOPO SURVEY

## SHARING MINISTRIES

### MONTROSE, COLORADO

#### LEGAL DESCRIPTION:

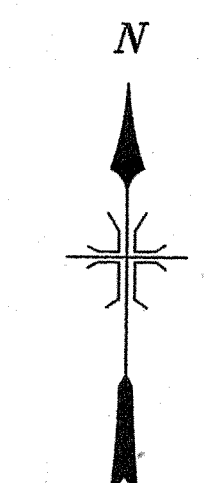
Lots 17 through 24, both inclusive, in Block 93, Selig's Addition, to the Town of Montrose, being a part of the City of Montrose, Colorado, County of Montrose, State of Colorado.



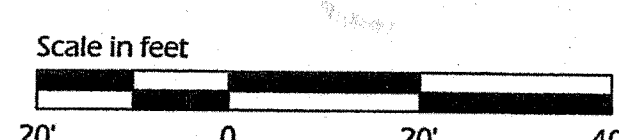
#### LEGEND

- FD. REBAR & CAP (L.S. AS NOTED)
- FD. BRASS TAG & TACK IN LEAD PLUG
- EXISTING FENCE
- EXISTING OVERHEAD POWER LINE
- EXISTING RAILROAD TRACKS
- EXISTING R.O.W.
- EXISTING UTILITY POLE
- EXISTING SIGN
- EXISTING INDEX CONTOUR
- EXISTING INTERMEDIATE CONTOUR

N



1" = 20'



DMC DEL-MONT CONSULTANTS, INC. ENGINEERING • SURVEYING • PLANNING 125 Colorado Ave. • Montrose, CO 81401 • (970) 249-2351 • (970) 249-2342 fax www.del-mont.com • service@del-mont.com				TITLE <b>TOPO SURVEY</b>
FIELD BOOK: _____ DRAWN BY: <b>RDD</b> DATE: <b>11-21-2011</b>				CLIENT: <b>SHARING MINISTRIES, INC</b>
SHEET: <b>1 OF 1</b> FILE: <b>11123-BASE.DWG</b> JOB NO.: <b>11123</b>				ADDRESS & PHONE: <b>P.O. BOX 1883 MONTROSE, COLORADO 1-970-240-8385</b>
				TYPE: <b>TOPO SURVEY</b>

**Exhibit 6**

**Contract for Professional Services**

# PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT is entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between Sharing Ministries, Inc., hereinafter referred to as "Sharing Ministries," whose address is 121 N. Rio Grande, Montrose, Colorado 81401, and \_\_\_\_\_, a \_\_\_\_\_ Corporation authorized to do business in Colorado, with offices at \_\_\_\_\_, hereinafter referred to as "Contractor"; both aforementioned entities may sometimes be collectively referred to as the "Parties".

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

## I. SCOPE OF SERVICES

The Contractor agrees to provide professional and architectural services as requested by Sharing Ministries in accordance with this Agreement, and the Scope of Services attached hereto as Exhibit "A" and incorporated herein by this reference.

The City of Montrose has sponsored a Community Development Block (CDBG) Grant, federal funds administered through the Colorado Department of Local Affairs, to assist with the project. The project must comply with all federal and other requirements as outlined in the latest version of the Community Development Block Grant Guidebook at <http://www.colorado.gov/cs/Satellite/DOLA-Main/CBON/1251592194217> and the grant contract.

## II. 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 pursued with due diligence until completion, or for a maximum period of \_\_\_\_\_ months beginning \_\_\_\_\_ through \_\_\_\_\_.

## III. RESPONSIBILITY

The Contractor shall be responsible for the level of quality, timely completion and coordination of all services rendered by the Contractor, and shall, without additional compensation, promptly remedy and correct any errors, omissions or other deficiencies. In the process of executing all services rendered under this Agreement, the Contractor shall meet or exceed industry standards applicable to his profession.

A. Contractor shall be required to comply with all applicable Federal, State and Local safety and health laws, regulations, and ordinances. Sharing Ministries does not assume responsibility for monitoring, directing, or ensuring Contractor's compliance with said laws, regulations, and ordinances; such responsibility shall inure to the Contractor, and shall be a duty of the Contractor under this Agreement.

#### IV. COST OF SERVICES

In consideration of the services to be rendered pursuant to this Agreement, Sharing Ministries agrees to pay the Contractor in accordance with the Fee Schedule attached as Exhibit "B". Monthly partial payments based upon the Contractor's billings are permissible. The amounts of all such partial payments shall be based upon the Contractor's progress in completing the work described and the respective fees for work performed as set forth in the Fee Schedule. If monthly partial payments are made, 10% of each payment shall be retained by Sharing Ministries until after all services have been completed.

#### V. SHARING MINISTRIES REPRESENTATIVES

Sharing Ministries hereby designates \_\_\_\_\_ as its representative, and authorizes her or her designee 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 legal counsel.

#### VI. INDEPENDENT CONTRACTOR

The services to be performed by the Contractor are those of an independent contractor and not an employee of Sharing Ministries. As an independent contractor, Contractor is not entitled to worker's compensation benefits except as may be provided by the independent contractor nor to unemployment insurance benefits. The Contractor is obligated to pay all federal and state income tax on any moneys paid pursuant to this Agreement. Further, an IRS Form 1099 or equivalent shall be furnished to the Contractor by Sharing Ministries as proof of earnings for tax purposes.

#### VII. NON-ASSIGNABILITY

It is understood that Sharing Ministries enters into this Agreement based upon the capabilities, as well as the agreed-to Fee Schedule of the Contractor, and that this Agreement shall be considered as an agreement for personal services. Accordingly, the Contractor shall neither assign any responsibilities nor delegate any duties arising under this Agreement without the prior written consent of Sharing Ministries.

#### IIIX. ACCEPTANCE NOT WAIVER

Sharing Ministries' acceptance or approval of any work furnished hereunder shall not in any way relieve the Contractor of his present responsibility to maintain the high quality, integrity and timeliness of his work. Sharing Ministries' approval or acceptance of, or payment for, any services shall not be construed as a future waiver of any rights under this Agreement, or of any cause of action arising out of performance under this Agreement.

#### IX. 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.

X. TERMINATION OF THIS AGREEMENT

Sharing Ministries may terminate this Agreement at any time for its convenience. Contractor shall be paid for work properly completed to the date of termination, as determined by the Sharing Ministries. Contractor may terminate this Agreement at any time without prejudice to any other right or remedy, upon giving Sharing Ministries 30 days written notice. In the event of Contractor's termination of this Agreement, Contractor shall have no further obligation to the Sharing Ministries. Should contractor terminate the agreement prior to completion of all services, he/she shall forfeit the 10% retainage, described in paragraph IV. above. Upon completion of work or termination of this Agreement, Contractor shall deliver unto the Sharing Ministries any final reports relating to this Agreement and a final invoice for payment.

XI. INSURANCE

- A. The Contractor agrees to procure and maintain, at its own cost, a policy or policies of insurance. The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to these contract documents 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.
- B. Contractor shall procure and maintain, and shall cause any subcontractor of the Contractor to procure and maintain, the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to Sharing Ministries. All coverages shall be continuously maintained from the date of commencement of services hereunder. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.
- C. Worker's Compensation insurance to cover obligations imposed by the Worker's Compensation Act of Colorado and any other 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.
- D. Commercial general liability insurance with minimum combined single limits of one million dollars (\$1,000,000) each occurrence and one million dollars (\$1,000,000) aggregate. 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.
- E. Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than five hundred thousand dollars (\$500,000) each occurrence and five hundred thousand dollars (\$500,000) aggregate with

respect to each of Contractor'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 the Contractor has no owned automobiles, the requirements set forth herein shall be met by each employee of the Contractor providing services to Sharing Ministries under this Agreement.

- F. The Comprehensive Automobile Liability insurance required above shall be endorsed to include Sharing Ministries and its officers and employees as additional insureds. Every policy required above shall be primary insurance and any insurance carried by the Sharing Ministries, its officers, or its employees, shall be excess and not contributory insurance to that provided by Contractor. The additional insured endorsement for the Comprehensive General Liability insurance required above shall not contain any exclusion for bodily injury or property damage arising from completed operations. The Contractor shall be responsible for any deductible losses under any policy required above.
- G. Professional/Contractor Liability insurance with minimum limits of one million dollars (\$1,000,000) each occurrence and one million dollars (\$1,000,000) aggregate.
- H. Certificates of insurance shall be completed by the Contractor'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 Sharing Ministries prior to commencement of services under this Agreement. Each 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 30 days prior written notice has been given to the Sharing Ministries. Any statement on the certificates which describe this 30-day prior written notice as being less than obligatory shall be stricken by the insurance agent completing the certificates. Sharing Ministries reserves the right to request and receive a certified copy of any policy and any endorsement thereto.
- I. Failure on the part of the Contractor to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of contract upon which Sharing Ministries may immediately terminate this Agreement, or at its discretion Sharing Ministries 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 Sharing Ministries shall be repaid by Contractor to Sharing Ministries upon demand, or Sharing Ministries may offset the cost of the premiums against any monies due to Contractor from the Sharing Ministries. Sharing Ministries reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

## XII. INDEMNIFICATION

To the fullest extent permitted by law, the Contractor agrees to indemnify and hold harmless Sharing Ministries, its officers and its employees, from and against all liability, claims, and demands, on account of injury, loss, or damage, which arise out of or are in any manner connected with the services hereunder, if such injury, loss, or damage, or any portion



thereof, is caused by, or claimed to be caused by, the act, omission, or other fault of the Contractor or any subcontractor of the Contractor, or any officer, employee, representative, or agent of the Contractor or of any subcontractor, or any other person for which Contractor is responsible. The Contractor shall investigate, handle, respond to, and provide defense for and defend against any such liability, claims and demands, and bear all other costs and expenses related thereto, including court costs and attorney fees. The obligation of this Paragraph XII shall not be construed to extend to any injury, loss, or damage which is caused by the act, omission, or other fault of the Sharing Ministries, its officers, or its employees.

### XIII. INTEGRATION & SEVERABILITY

- A. This Agreement constitutes the final agreement between the Parties. It is the complete and exclusive expression of the Parties' agreement on the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements between the Parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement. The provisions of this Agreement may not be explained, supplemented, or qualified through evidence of trade usage or a prior course of dealings. In entering into this Agreement, neither party has relied upon any statement, representation, warranty, or agreement of the other party except for those expressly contained in this Agreement. There are no conditions precedent to the effectiveness of this Agreement other than those expressly stated in this Agreement.
- B. If any provision of this Agreement is held invalid, illegal or unenforceable, the Parties shall negotiate in good faith so as to replace each invalid, illegal or unenforceable provision with a valid, legal and enforceable provision which will, in effect, from an economic viewpoint, most nearly and fairly approach the effect of the invalid, illegal or unenforceable provision and the intent of the Parties in entering into this Agreement.

### XIV. THE FOLLOWING PROVISIONS ARE REQUIRED BY HB 06-1343:

- A. Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.
- B. Contractor shall not enter into a contract with a Subcontractor that fails to certify to the Contractor that the Subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.
- C. Contractor hereby affirms that it has verified or attempted to verify through participation in the basic pilot program, as defined by HB 06-1343 (hereafter "basic pilot program"), that the Contractor does not employ illegal aliens, and if the Contractor is not accepted into the basic pilot program, prior to entering into this Agreement, that the Contractor shall apply to participate in the basic pilot program every three (3) months until the Contractor is accepted or this Agreement has been completed, whichever is earlier. Contractor is prohibited from using the basic pilot program procedures to undertake preemployment screening of job applicants while this Agreement is being performed. This subparagraph "C" shall not be effective if the basic pilot program is discontinued.

D. If the Contractor obtains actual knowledge that a Subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, the Contractor shall be required to: (a) notify the Subcontractor and Sharing Ministries within three (3) days that the Contractor has actual knowledge that the Subcontractor is employing or contracting with an illegal alien; and (b) terminate the subcontract with the Subcontractor if within three (3) days of receiving the notice required pursuant to section (a) of this subparagraph, if the Subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the Subcontractor if during such three (3) days the Subcontractor provides information to establish that the Subcontractor has not knowingly employed or contracted with an illegal alien.

E. Contractor shall comply with any reasonable request by the applicable State agency or department made in the course of an investigation that said agency or department is undertaking pursuant to its lawful authority. If Contractor violates a provision of this Section XIV, Sharing Ministries may terminate this Agreement for material breach. If this Agreement is so terminated, Contractor shall be liable for actual and consequential damages to Sharing Ministries. Sharing Ministries is required by State law to notify the Office of the Secretary of State if Contractor violates a provision of this Section XIV, and Sharing Ministries terminates this Agreement for that reason.

**XV. MISCELLANEOUS PROVISIONS**

A. Each Party hereto agrees to cooperate in all reasonable respects necessary to consummate the transactions contemplated by this Agreement, and from time to time to do such acts and things and execute and deliver such documents and instruments as may reasonably be required in order to implement the transactions contemplated hereby. Each Party hereto agrees to cooperate in the execution of subsequent addenda, or to re-execute an amended version of this Agreement, in the event that a Party discovers: 1) a clerical error; or 2) a misinterpretation of law; or 3) an error as to form; when such error(s) obviate or hinder the consideration, performance or enforcement of this Agreement.

EXECUTED AND EFFECTIVE the day above first written.

**SHARING MINISTRIES**

**CONTRACTOR**

\_\_\_\_\_  
STATE OF COLORADO            )  
  ) ss.  
COUNTY OF MONTROSE        )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by, \_\_\_\_\_, \_\_\_\_\_.

Witness my hand and official seal.  
My commission expires: \_\_\_\_\_.

(SEAL)

\_\_\_\_\_  
Notary

STATE OF COLORADO            )  
  ) ss.  
COUNTY OF MONTROSE        )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2015  
by \_\_\_\_\_

Witness my hand and official seal.  
My commission expires: \_\_\_\_\_.

(SEAL)

\_\_\_\_\_  
Notary