



Town of Johnstown

TOWN COUNCIL REGULAR MEETING

450 S. Parish, Johnstown, CO
Monday, March 06, 2023 at 7:00 PM

MISSION STATEMENT: Enhancing the quality of life of our residents, businesses, and visitors through community focused leadership.

AGENDA

CALL TO ORDER

Pledge of Allegiance

ROLL CALL

AGENDA APPROVAL

SPECIAL PRESENTATIONS

1. Business of the Month

PUBLIC COMMENT

Members of the audience are invited to speak at the Council meeting. Public Comment is reserved for citizen comments on items not contained on the Public Hearing portion of the agenda. Citizen comments are limited to three (3) minutes per speaker. When several people wish to speak on the same position on a given item, they are requested to select a spokesperson to state that position.

CONSENT AGENDA

The Consent Agenda is a group of routine matters to be acted on with a single motion and vote. Council or staff may request an item be removed from the Consent Agenda and placed on the Regular Agenda for discussion.

- [2.](#) February 22, 2023 Meeting Minutes
- [3.](#) Ordinance 2023-242 Amending Article II of Chapter 11 of the Johnstown Municipal Code concerning Use and Excavation of Public Right-of-way.
- [4.](#) Resolution 2023-12 Approving the Right of Way Dedication depicted on the 2534 West Second Filing Subdivision Plat
- [5.](#) Resolution 2023-14, Resolution Approving Johnstown Village Metropolitan District No. 2's Request for a Recurring Fee for a Limited Duration
- [6.](#) February 2023 List of Bills
- [7.](#) Updated December 2022 FS

TOWN MANAGER REPORT

- [8.](#) Town Manager's Report

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TOWN ATTORNEY REPORT

NEW BUSINESS

- [9.](#) Resolution 2023-11 Amending the Town of Johnstown Fee Schedule
- [10.](#) Construction Contract with Morton Electric Inc for SH 60 and Carlson Blvd Intersection Improvements
- [11.](#) Design contract with JWO Engineering for the Design of Interim Improvements to the SH 60 and Colorado Blvd.

PUBLIC HEARING

- [12.](#) Ordinance 2023-243: An Ordinance Concerning Municipal Court Procedures
- [13.](#) Resolution 2023-13 Approving the Site Development Plan for Uncle Benny's Marketplace

COUNCIL REPORTS AND COMMENTS

MAYOR'S COMMENTS

EXECUTIVE SESSION

14. An executive session under C.R.S. Section 24-6-402(4)(f) for the Request for Proposal regarding a Relief Judge for Municipal Court

ADJOURN

AMERICANS WITH DISABILITIES ACT NOTICE

In accordance with the Americans with Disabilities Act, and other applicable laws, persons who need accommodation in order to attend or participate in this meeting should contact Town Hall at (970) 587-4664 no later than 48 hours before the meeting in order to request such assistance.



Town of Johnstown

TOWN COUNCIL REGULAR MEETING

450 S. Parish, Johnstown, CO

Wednesday, February 22, 2023 at 7:00 PM

MINUTES

CALL TO ORDER

Mayor Lebsack called the February 22, 2023 Meeting to order at 7:00 pm and led the Pledge of Allegiance.

Pledge of Allegiance

ROLL CALL

Present:

Councilmember Berg
Councilmember Dominguez
Councilmember Mellon
Councilmember Molinar
Councilmember Morris
Mayor Lebsack

Absent:

Councilmember Young

AGENDA APPROVAL

Councilmember Berg moved to approve the agenda.

Councilmember Mellon provided the second and the motion passed.

SPECIAL PRESENTATIONS

There were no presentations on the agenda.

PUBLIC COMMENT

There was no public comment.

CONSENT AGENDA

Councilmember Berg moved to approve the consent agenda.

Councilmember Mellon seconded and the motion passed with Councilmember Dominguez abstaining.

1. February 6, 2023 Minutes
2. Ordinance 2023-241 regarding High Plains Estates PUD Outline Development Plan
3. Resolution 2023-09: Amending The Johnstown Storm Design Criteria And Construction Regulations Manual
4. Resolution 2023-10 Adopting Town Of Johnstown Amended Policy Regarding Access To Public Records

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5. Water and Sewer Service Agreement for Ledge Rock Center Multifamily North Development
6. An Oil & Gas Lease Agreement Between Town of Johnstown and PDC Energy, Inc.
7. Intergovernmental Agreement Concerning Regional Return Flow Replacement Coordination For The Big Thompson and Little Thompson River Basins
8. Fourth Amendment to Franchise Agreement
9. January 2023 Financial Statements

TOWN MANAGER REPORT

Matt LeCerf presented the report.

TOWN ATTORNEY REPORT

There was no Town Attorney report.

NEW BUSINESS

10. Recurring Fees Request for Operation Services – Johnstown Village Metropolitan District No. 2

Mr. LeCerf introduced the item requesting the ability to implement a recurring fee in addition to the existing 10 mills for operation and maintenance of the District, commonly known as Mallard Ridge.

Matt Ruhland, General Counsel from Cockrel Ela Glesne Greher & Ruhland P.C, provided Council a brief presentation reviewing project status, existing amenities and associated maintenance & operations costs.

Council requested guard rails for the fee and asked that the district board come back to Council in 2025 to discuss a continuance of the fee. Town Attorney, Avi Rocklin, noted a resolution would be brought to Council regarding that request.

Councilmember Mellon moved to approve the Johnstown Village Metropolitan District No. 2's request to impose a Recurring Fee to support the District's administrative, operations and maintenance expenses as presented for the calendar years 2024 and 2025.

Councilmember Berg seconded and the motion passed with Councilmember Dominguez abstaining.

PUBLIC HEARING

11. Ordinance 2023-242 Amending Article II of Chapter 11 of the Johnstown Municipal Code concerning Use and Excavation of Public Right-of-way.

Mayor Lebsack opened the public hearing for Ordinance 2023-242.

Mr. LeCerf presented the ordinance noting it provides greater clarify to the right of way process, and at an upcoming Council meeting fees associated with this ordinance would be included in the proposed fee schedule.

Mayor Lebsack opened public comment in favor or opposed to this item, to which there was none.

Mayor Lebsack closed public comment for this public hearing.

Councilmember Mellon moved to approve Ordinance 2023-242 Amending Article II of Chapter 11 of the Johnstown Municipal Code concerning Use and Excavation of Public Right-of-way upon first reading.

Councilmember Morris seconded and the motion passed with Councilmember Dominguez abstaining.

COUNCIL REPORTS AND COMMENTS

Councilmember Dominguez reported on the Colorado Eagle's Hockey Game.

Council thanked the Public Work and Police department for their work during the winter weather.

MAYOR'S COMMENTS

Mayor Lebsack noted a recent tour of Ursa Major Technologies.

INFORMATIONAL ITEMS

Informational items were included in the packet.

12. Informational Items

ADJOURN

Mayor Lebsack adjourned the February 22, 2023 Council meeting at 7:57 pm.

Gary Lebsack, Mayor

Hannah Hill, Town Clerk



Town of Johnstown

TOWN COUNCIL CONSENT AGENDA COMMUNICATIONS

AGENDA DATE: March 6, 2023

SUBJECT: Ordinance 2023-242 Amending Article II of Chapter 11 of the Johnstown Municipal Code Concerning Use and Excavation of Public Right-of-Way

ATTACHMENTS: 1. Ordinance 2023-242

PRESENTED BY: Troy White, Public Works Director

AGENDA ITEM DESCRIPTION:

The Council held a public hearing on February 22, 2023 and approved Ordinance 2023-242 on first reading. Approval of this item will finalize the revisions to Article II of Chapter 11 of the Johnstown Municipal Code.

LEGAL ADVICE:

The Town Attorney drafted the Ordinance.

FINANCIAL ADVICE:

NA

RECOMMENDED ACTION: Approve Ordinance 2023-242 Amending Article II of Chapter 11 of the Johnstown Municipal Code Concerning Use and Excavation of Public Right-of-Way.

Reviewed and Approved for Presentation,

Town Manager

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**TOWN OF JOHNSTOWN, COLORADO
ORDINANCE NO. 2023-242**

**AN ORDINANCE AMENDING ARTICLE II OF CHAPTER 11 OF
THE JOHNSTOWN MUNICIPAL CODE CONCERNING USE
AND EXCAVATION OF PUBLIC RIGHTS-OF-WAY**

WHEREAS, the Town of Johnstown, Colorado (“Town”) is a Colorado municipality duly organized and existing under its Home Rule Charter adopted pursuant to Article XX of the Constitution of the State of Colorado; and

WHEREAS, the Town Council is vested with authority to administer the affairs of the Town; and

WHEREAS, Article II of Chapter 11 of the Johnstown Municipal Code regulates excavations in the public rights-of-way in the Town; and

WHEREAS, Town staff recommends that the Article II of Chapter 11 of the Code be expanded to include, among other provisions, the requirement that persons conducting work in the public right-of-way obtain a permit and a Town-approved traffic control plan and pay a permit fee; and

WHEREAS, to effectuate the foregoing, the Town Council desires to amend and modify Article II of Chapter 11 of the Code; and

WHEREAS, the Town Council hereby finds, determines and declares that this Ordinance is promulgated under the general police power of the Town, that it is promulgated for the preservation of the public health, welfare, peace, safety and property and that this Ordinance is in the best interests of the citizens of the Town.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JOHNSTOWN, COLORADO, AS FOLLOWS:

Section 1. Article II of Chapter 11 of the Code shall be deleted and replaced in full with the following:

ARTICLE II Use and Excavation of Public Rights-of-Way

Sec. 11-21. Work and conduct in public right-of-way.

All construction, excavation and work of any kind and any conduct in, above or under any public right-of-way, including but not limited to any street, sidewalk, curb, gutter, alley or other public place, shall be subject to the provisions of this Article. This Article does not apply to conduct regulated by a Town-issued special event permit.

Sec. 11-22. Rules and Regulations.

The Town Manager shall adopt rules and regulations describing the procedures and specifications under which work in the public right-of-way shall be conducted. Such rules and regulations shall be on file and available for public examination in the office of the Town Clerk. The failure to comply with any rule or regulation promulgated under this Article, as amended from time to time, shall be deemed a violation of the Code. The Town Manager may delegate any duty specified in this Article to a qualified employee, contractor or agent of the Town.

Sec. 11-23. Right-of-way permit.

Except an employee or contractor of the Town, unless a written exemption is provided by the Town Manager, all persons seeking to conduct work of any kind in the public right-of-way shall obtain a right-of-way permit from the Town prior to the commencement of such work and shall comply with the terms of the right-of-way permit when conducting such work. The right-of-way permit shall be available at the job site and produced upon request. The work authorized by the right-of-way permit shall be commenced within a reasonable time after issuance of the permit and shall be diligently and continuously performed until completion. In the event that weather, process of law or any other unexpected obstacle causes work to be stopped for so long a time that public travel would be unreasonably obstructed, the Town Manager may require that the work cease and, if applicable, the excavation refilled and repaved.

Sec. 11-24. Traffic control plan.

- (a) Except an employee or contractor of the Town, unless a written exemption is provided by the Town Manager, all persons seeking to conduct work of any kind in the public right-of-way shall obtain approval of a traffic control plan from the Town prior to the commencement of such work and shall comply with the approved traffic control plan when conducting such work.
- (b) Except an employee or contractor of the Town, unless a written exemption is provided by the Town Manager, no person shall close or restrict any public right-of-way without the written consent of the Town Manager and without obtaining approval of a traffic control plan from the Town prior to such closure or restriction.

Sec. 11-25. Right-of-way permit fee.

Unless a written exemption is provided by the Town Manager, upon the issuance of a right-of-way permit, the permittee shall pay a fee in the amount set forth by resolution of the Town Council in the Town Fee Schedule.

Sec. 11-26. Acts in the public-right-way.

No person shall intentionally take any action in the public right-of-way that creates a risk to the public health, safety or welfare.

Sec. 11-27. Violation.

Any person violating any provision of this Article shall be deemed guilty of such violation and, upon conviction thereof, shall be penalized as provided in Article IV of Chapter 1 of the Code.

Section 2. Severability. If any part or provision of this Ordinance, or its application to any person or circumstance, is adjudged to be invalid or unenforceable, the invalidity or unenforceability of such part, provision, or application shall not affect any of the remaining parts, provisions or applications of this Ordinance that can be given effect without the invalid provision, part or application, and to this end the provisions and parts of this Ordinance are declared to be severable.

Section 3. Code revisions. Minor changes such as the format and other changes to unify the revised Code may be necessary. The Town Clerk is hereby authorized to make such changes, provided that neither the intent nor substantive content be altered by such changes.

Section 4. Publication; Effective Date; Recording. This Ordinance, after its passage on final reading, shall be numbered, recorded, published and posted as required by the Town's Home Rule Charter and the adoption, posting and publication shall be authenticated by the signature of the Mayor and the Town Clerk. This Ordinance shall become effective upon final passage as provided by the Home Rule Charter of the Town of Johnstown, Colorado. Copies of the entire Ordinance are available at the office of the Town Clerk.

INTRODUCED, AND APPROVED on first reading by the Town Council of the Town of Johnstown, Colorado, this 22 day of February, 2023.

ATTEST:

By: Hannah Hill
Hannah Hill, Town Clerk



TOWN OF JOHNSTOWN, COLORADO

By: Gary Lebsack
Gary Lebsack, Mayor

PASSED UPON FINAL APPROVAL AND ADOPTED on second reading by the Town Council of the Town of Johnstown, Colorado, this ____ day of _____, 2023.

ATTEST:

By: _____
Hannah Hill, Town Clerk

TOWN OF JOHNSTOWN, COLORADO

By: _____
Gary Lebsack, Mayor



Town of Johnstown

TOWN COUNCIL CONSENT AGENDA COMMUNICATIONS

- AGENDA DATE:** March 6, 2023
- SUBJECT:** Resolution 2023-12 Approving the Right of Way Dedication depicted on the 2534 West Second Filing Subdivision Plat
- ACTION PROPOSED:** Consider and Approve Resolution 2023-12 Right of Way Dedication depicted on the 2534 West Second Filing Subdivision Plat
- ATTACHMENTS:**
1. Resolution 2023-12
 2. Vicinity Map
 3. 2534 West 2nd Filing Plat – illustrating ROW dedication
- PRESENTED BY:** Kim Meyer, Planning & Development Director
-

AGENDA ITEM DESCRIPTION:

The owner of property on the west side of the 2534 area, 2534 Development Inc, is proposing to dedicate right-of-way along their frontage of Ronald Reagan Boulevard, while pursuing a minor administrative subdivision for the properties to the north. The right-of-way totals 0.534 acres, and will accommodate future expansion of the lane configurations in this area.

Per Johnstown Municipal Code Sec 17-64 this type of minor “re-subdivision” is subject to administrative approval by Town Staff, with a signature by the Mayor and Clerk prior to recordation. That code section, however, also specifies that no right-of-way shall be dedicated within that plat, to ensure that Council maintains the prerogative to accept, or not, new right-of-way dedications. For reference the plat (Attachment 3) creates one additional commercial lot, basic utility easements, and access easements that are anticipated to serve as future private drives serving all three lots.

In this instance, Town Staff required additional dedication of right-of-way for needed future expansion of street improvements along Ronald Reagan Boulevard, and requested that be illustrated on the plat instead of via a separate deed of dedication.

No specific development or engineering have been submitted for this area. No Planning & Zoning Commission review or public hearing was deemed necessary as no land use action is being considered.

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LEGAL ADVICE:

Resolution was prepared by the Town Attorney.

FINANCIAL ADVICE:

NA

RECOMMENDED ACTION:

Staff recommends a motion to Approve Resolution 2023-12 Approving the Right of Way Dedication depicted on the 2534 West Second Filing Subdivision Plat.

Reviewed and Approved for Presentation,



Town Manager

**TOWN OF JOHNSTOWN, COLORADO
RESOLUTION NO. 2023-12**

**APPROVING RIGHT-OF-WAY DEDICATION
DEPICTED ON THE 2534 WEST SECOND FILING PLAT**

WHEREAS, the Town of Johnstown, Colorado (the “Town”) is a Colorado home rule municipality, duly organized and existing under the laws of the State of Colorado and the Town’s Home Rule Charter; and

WHEREAS, the Town Council is vested with authority to administer the affairs of the Town; and

WHEREAS, 2534 Development, Inc., a Colorado corporation (the “Developer”), submitted a request for a minor subdivision to modify lot lines and create a new commercial lot for a commercial area known as 2534 West, being a replat of Lot 1 and 2, Block 1, 2534 West First Filing, located in part of the Northeast Quarter of Section 15, Township 5 North, Range 68 West of the 6th P.M., Town of Johnstown, County of Larimer, State of Colorado; and

WHEREAS, Section 17-64 of the Johnstown Municipal Code (“Code”) provides that minor lot line adjustments are subject to administrative approval, except for, among other restrictions, modifications to rights-of-way; and

WHEREAS, based on the condition set forth below, Town staff administratively approved the lot line adjustment; and

WHEREAS, as a condition of the approval, Town staff requested that Developer dedicate additional right-of-way along Ronald Reagan Boulevard, which condition is acceptable to Developer; and

WHEREAS, to satisfy Section 17-64 of the Code, Town staff seeks the Town Council’s approval of the right-of-way dedication; and

WHEREAS, the Town Council finds that acceptance of the additional right-of-way and adoption of this Resolution is in the best interests of the Town.

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

Section 1. The Town Council hereby accepts the dedication of right-of-way depicted on the 2534 West Second Filing Plat, attached hereto and incorporated herein by reference as Exhibit A (“Plat”); and

Section 2. Upon full execution, the Town Council hereby authorizes the Town Clerk to record the Plat in the Office of the Larimer County Clerk and Recorder.

Section 3. This Resolution shall be effective upon adoption.

PASSED, SIGNED, APPROVED, AND ADOPTED this _____ day of _____, 2023.

TOWN OF JOHNSTOWN, COLORADO

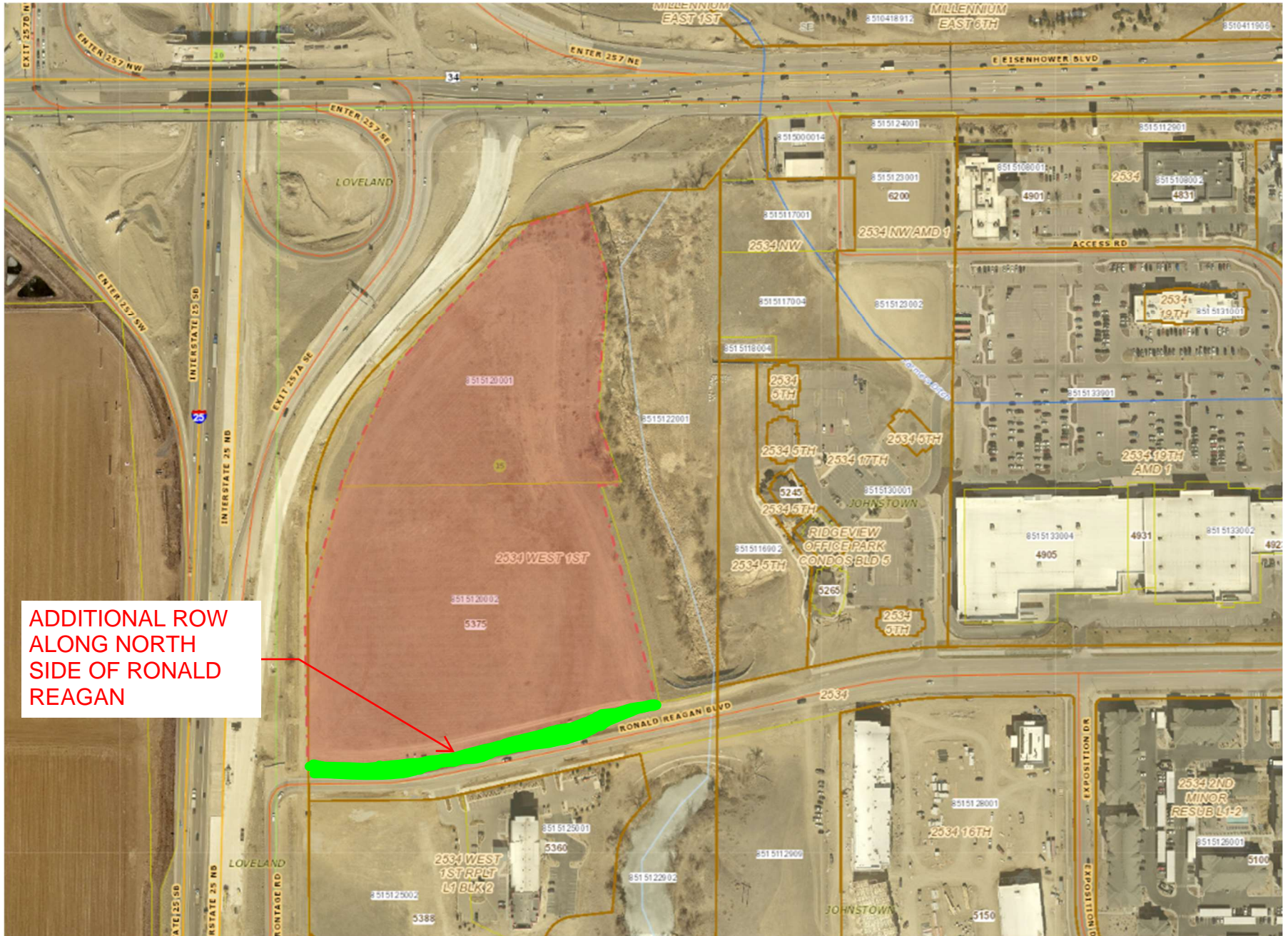
ATTEST:

By: _____
Hannah Hill, Town Clerk

By: _____
Gary Lebsack, Mayor

VICINITY MAP

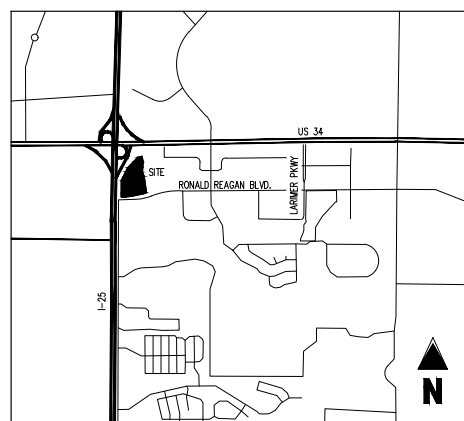
2534 WEST 2ND FILING (SUB23-0004)



ADDITIONAL ROW
ALONG NORTH
SIDE OF RONALD
REAGAN

2534 WEST SECOND FILING

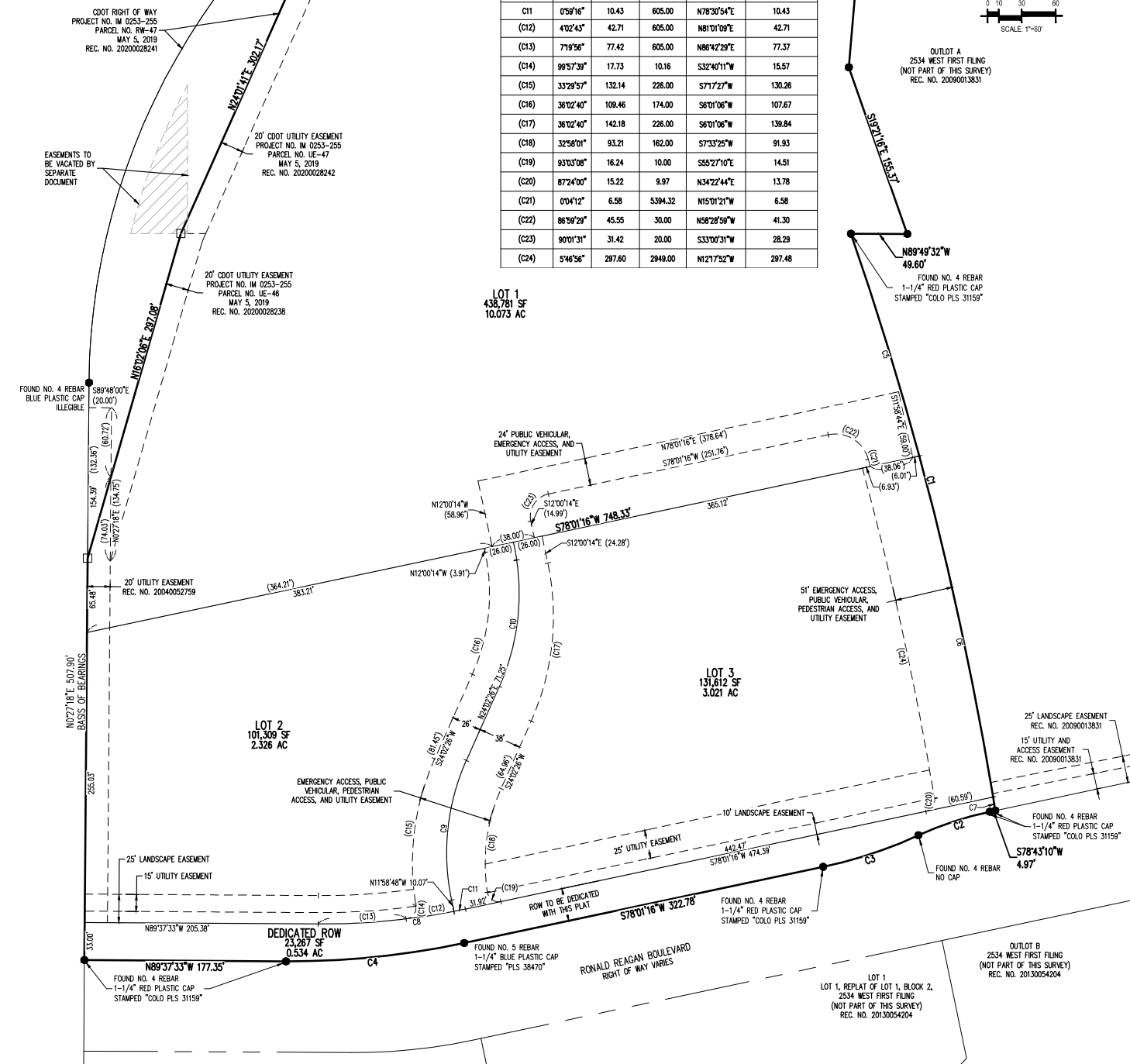
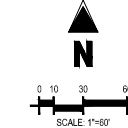
BEING A REPLAT OF LOTS 1 AND 2, BLOCK 1, 2534 WEST FIRST FILING
LOCATED IN PART OF THE NORTHEAST QUARTER OF SECTION 15, T. 5 N., R. 68 W.,
OF THE 6TH P.M., TOWN OF JOHNSTOWN, COUNTY OF LARIMER,
STATE OF COLORADO



LEGEND

- FOUND NO. 4 REBAR WITH 1" ORANGE PLASTIC CAP STAMPED "NORTHERN PLS 37987" UNLESS OTHERWISE NOTED
 - SET 24" # 5 REBAR WITH 1-1/4" PURPLE PLASTIC CAP, STAMPED "PLS 37067"
 - PROPERTY LINE
 - LOT LINE
 - ADJACENT PROPERTY LINE
 - - - - EXISTING EASEMENT
 - - - - EASEMENT TO BE DEDICATED WITH THIS PLAT
 - - - - EASEMENT TO BE VACATED WITH THIS PLAT
- REC. NO. RECEPTION NUMBER
(10.00') (C1) DIMENSIONS IN PARENTHESIS ARE RELATED TO EASEMENTS
ROW RIGHT OF WAY
EASEMENTS TO BE VACATED BY SEPARATE DOCUMENT

CURVE TAG #	DELTA	LENGTH (FT)	RADIUS (FT)	CHORD BEARING	CHORD LENGTH (FT)
C1	1070'09"	523.73	3000.00	S141°25'E	523.06
C2	1239'24"	66.27	300.00	S71°41'44"W	66.14
C3	1238'56"	88.31	400.00	S71°37'24"W	88.13
C4	1218'14"	157.84	735.00	S84°09'11"W	157.53
C5	354'28"	204.58	3000.00	S17°05'16"E	204.54
C6	951'57"	307.13	3000.00	S121'2'06"E	306.99
C7	013'46"	12.02	3000.00	S9°09'14"E	12.02
C8	1221'11"	130.44	605.00	S84°1'52"W	130.18
C9	38°01'14"	125.74	200.00	N6°01'49"E	123.67
C10	32'33'44"	113.66	200.00	N74°53'4"E	112.14
C11	059'16"	10.43	605.00	N78°30'54"E	10.43
(C12)	4102'43"	42.71	605.00	N81°01'09"E	42.71
(C13)	719'56"	77.42	605.00	N86°42'29"E	77.37
(C14)	895'739"	17.73	10.16	S32°40'11"W	15.57
(C15)	3329'57"	132.14	228.00	S71°72'27"W	130.26
(C16)	38102'40"	108.46	174.00	S6°01'06"W	107.67
(C17)	38102'40"	142.18	228.00	S6°01'06"W	139.84
(C18)	32'58'01"	93.21	162.00	S73°32'57"W	91.93
(C19)	83°03'08"	16.24	10.00	S55°27'10"E	14.51
(C20)	8724'00"	15.22	9.97	N34°22'44"E	13.78
(C21)	0°04'12"	6.58	5394.32	N15°01'21"W	6.58
(C22)	86°58'29"	45.55	30.00	N58°28'59"W	41.30
(C23)	90°01'31"	31.42	20.00	S33°00'31"W	28.29
(C24)	546'56"	297.80	2940.00	N127°52'27"W	297.48



OWNER AND DEVELOPER
REAGAN WEST PROPERTIES LLC
27154 COUNTY ROAD 13
JOHNSTOWN, CO 80534

2534 DEVELOPMENT INC.
27154 COUNTY ROAD 13
JOHNSTOWN, CO 80534

SITE ENGINEER
GALLOWAY & COMPANY
JAMES PRELOG
15265 RONALD REAGAN BLVD., SUITE 210
JOHNSTOWN, CO 80534

SURVEYOR
GALLOWAY & COMPANY
FRANK A. KOHL
15265 RONALD REAGAN BLVD., SUITE 210
JOHNSTOWN, CO 80534

PLAT NOTES

DRIVES, PARKING AREAS AND UTILITY EASEMENTS MAINTENANCE, THE OWNERS OF THIS SUBDIVISION, THEIR SUCCESSORS AND/OR ASSIGNS IN INTEREST, THE ADJACENT PROPERTY OWNER(S), HOMEOWNERS' ASSOCIATION, METROPOLITAN DISTRICTS, OR OTHER ENTITY OTHER THAN THE TOWN IS RESPONSIBLE FOR MAINTENANCE AND UPKEEP OF ANY AND ALL DRIVES, PARKING AREAS AND EASEMENTS (CROSS-ACCESS EASEMENTS, DRAINAGE EASEMENTS, ETC.).

SIGHT DISTANCE. THE CLEAR VISION ZONE OF A CORNER LOT SHALL BE FREE FROM SHRUBS, GROUND COVERS, BERMS, FENCES, SIGNS, STRUCTURES, PARKED VEHICLES OR OTHER MATERIALS OR ITEMS GREATER THAN THIRTY-SIX (36) INCHES IN HEIGHT FROM THE STREET LEVEL.

LANDSCAPE MAINTENANCE. THE OWNERS OF THIS SUBDIVISION, THEIR SUCCESSORS AND/OR ASSIGNS IN INTEREST, THE ADJACENT PROPERTY OWNER(S), HOMEOWNERS' ASSOCIATION, METROPOLITAN DISTRICTS, OR ENTITY OTHER THAN THE TOWN IS RESPONSIBLE FOR MAINTENANCE AND UPKEEP OF PERIMETER FENCING OR WALLS, LANDSCAPING AREAS AND SIDEWALKS BETWEEN THE PROPERTY LINE AND ANY PAVED ROADWAYS. THE OWNERS OF THIS SUBDIVISION, THEIR SUCCESSORS AND/OR ASSIGNS IN INTEREST OR AN ENTITY OTHER THAN THIS CITY. AGREE TO THE RESPONSIBILITY OF MAINTAINING ALL OTHER OPEN SPACE AREAS ASSOCIATED WITH THIS DEVELOPMENT.

PUBLIC SAFETY ACCESS, WHETHER FOR EMERGENCY OR NONEMERGENCY PURPOSES, IS GRANTED OVER AND ACROSS ALL ACCESS WAYS FOR POLICE, FIRE AND EMERGENCY VEHICLES. IF ANY OR ALL OF THE ACCESS WAYS IN THIS SUBDIVISION ARE PRIVATE, THE HOMEOWNERS' ASSOCIATION OR METROPOLITAN DISTRICT WILL BE RESPONSIBLE FOR ENSURING THAT SUCH ACCESS WAYS ARE PASSABLE AT ALL TIMES, FOR POLICE, FIRE AND EMERGENCY VEHICLES.

GENERAL NOTES

- BASIS OF BEARING:** THE WEST LINE OF LOT 2, BLOCK 1, 2534 WEST FIRST FILING, LOCATED IN THE NORTHEAST QUARTER OF SECTION 15, T. 5 N., R. 68 W. OF THE 6TH P.M. TOWN OF JOHNSTOWN, LARIMER COUNTY, COLORADO IS ASSUMED TO BEAR N00°27'18"E, A DISTANCE OF 507.90' MONUMENTED ON THE SOUTH BY A NO. 4 REBAR WITH 1-1/4" RED PLASTIC CAP STAMPED "COLO PLS 31159" AND THE NORTH BY A NO. 4 REBAR WITH ILLEGIBLE BLUE PLASTIC CAP, WITH ALL OTHER BEARINGS REFERENCED THERETO.
- THIS PLAT WAS PREPARED FOR THE EXCLUSIVE USE OF THE PERSON, PERSONS OR ENTITY NAMED IN THE SURVEYOR'S STATEMENT HEREON. SAID STATEMENT DOES NOT EXTEND TO ANY UNNAMED PERSON WITHOUT AN EXPRESS RE-STATEMENT BY THE SURVEYOR.
- PER THE FEMA FLOOD INSURANCE RATE MAPS (FIRM), MAP NO. 08069C1213F, HAVING A MAP REVISED DATE OF DECEMBER 19, 2006, INDICATES THE SUBJECT PROPERTY TO BE DESIGNATED AS ZONE X (OUTSIDE OF 0.2% ANNUAL CHANCE FLOOD HAZARD, AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTH LESS THAN ONE FOOT OR WITH DRAINAGE AREAS OF LESS THAN ONE SQUARE MILE), THIS SURVEY MAKES THIS STATEMENT BY GRAPHIC PLOTTING ONLY. THE SURVEYOR RECOMMENDS A FLOOD STUDY IF MORE INFORMATION IS REQUIRED.
- ALL LINEAL MEASUREMENTS SHOWN ARE GROUND DISTANCES AND U.S. SURVEY FEET.
- EASEMENTS AND PUBLIC DOCUMENTS SHOWN OR NOTED ON THIS SURVEY WERE EXAMINED AS TO LOCATION AND PURPOSE AND WERE NOT EXAMINED AS TO RESTRICTIONS, EXCLUSIONS, CONDITIONS, OBLIGATIONS, TERMS OR AS THE RIGHT TO GRANT THE SAME.
- CAUTION: THE SURVEYOR PREPARING THIS MAP WILL NOT BE RESPONSIBLE FOR, OR LIABLE FOR, UNAUTHORIZED CHANGES TO OR USES OF THIS MAP. ALL CHANGES TO THIS EXHIBIT MUST BE APPROVED IN WRITING BY THE SURVEYOR IN CHARGE.
- NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON. C.R.S. 13-100-105(3)(A).
- THIS SURVEY ACCEPTS THE FOUND MONUMENTS AS SHOWN HEREON AS BEING IN ACCORDANCE WITH THE RECORDED PLATS AND AS BEST EVIDENCE OF THE BOUNDARY OF THE SUBJECT PROPERTY. THIS PLAT WAS DRAFTED AND PLACEMENT WAS VERIFIED BY SAID PROPERTY CORNER MONUMENTS.
- GENERAL OVERLOT DRAINAGE NOTE:** LOTS AND TRACTS AS PLATTED MAY BE REQUIRED TO CONVEY SURFACE DRAINAGE FROM OTHER LOTS AND TRACTS IN THIS FILING, IN ACCORDANCE WITH TOWN OF JOHNSTOWN REQUIREMENTS AND THE APPROVED DRAINAGE PLAN FOR THIS FILING. NO ALTERATIONS TO THE GRADING OF THE LOTS AND TRACTS MAY BE MADE THAT WOULD DISRUPT THE APPROVED DRAINAGE PLAN, WITHOUT PRIOR APPROVAL FROM THE TOWN OF JOHNSTOWN. ALL NATURAL AND IMPROVED DRAINAGE WAYS OR DRAINAGE SYSTEMS IN SAID LOTS AND TRACTS SHALL BE MAINTAINED BY THE LOT OR TRACT OWNER. SHOULD THE OWNER FAIL TO ADEQUATELY MAINTAIN SAID FACILITIES, THE TOWN OF JOHNSTOWN SHALL HAVE THE RIGHT TO ENTER SAID LAND FOR THE PURPOSES OF OPERATIONS AND MAINTENANCE OF THE DRAINAGE WAYS OR DRAINAGE SYSTEMS. ALL SUCH MAINTENANCE COSTS INCURRED BY THE TOWN WILL BE ASSESSED TO THE PROPERTY OWNER.
- MAINTENANCE NOTE:** MAINTENANCE ACCESS SHALL BE PROVIDED TO ALL STORM DRAINAGE FACILITIES TO ASSURE CONTINUOUS OPERATIONAL CAPABILITY OF THE SYSTEM. THE PROPERTY OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL DRAINAGE FACILITIES INCLUDING INLETS, PIPES, CULVERTS, CHANNELS, DITCHES, HYDRAULIC STRUCTURES, AND DETENTION BASINS LOCATED ON THEIR LAND UNLESS MODIFIED BY THE DEVELOPMENT AGREEMENT. SHOULD THE OWNER FAIL TO ADEQUATELY MAINTAIN SAID FACILITIES, THE TOWN OF JOHNSTOWN SHALL HAVE THE RIGHT TO ENTER SAID LAND FOR THE PURPOSES OF OPERATIONS AND MAINTENANCE. ALL SUCH MAINTENANCE COSTS INCURRED BY THE TOWN WILL BE ASSESSED TO THE PROPERTY OWNER.

DEDICATION AND OWNER'S ACKNOWLEDGEMENT

OWNER DETERMINED BY TITLE COMMITMENT PROVIDED BY CLIENT AND PREPARED BY COMMONWEALTH LAND TITLE INSURANCE COMPANY, COMMITMENT NO. HS0806110, WITH AN EFFECTIVE DATE OF AUGUST 8, 2022 AT 8:00 AM.

KNOW ALL PERSONS BY THESE PRESENTS THAT REAGAN WEST PROPERTIES LLC, A COLORADO LIMITED LIABILITY COMPANY AND 2534 DEVELOPMENT INC., BEING OWNERS OF THE FOLLOWING DESCRIBED PROPERTY:

PARCEL 1:
LOT 1, BLOCK 1,
2534 WEST FIRST FILING, COUNTY OF LARIMER, STATE OF COLORADO, AS SET FORTH ON THE 2534 WEST FIRST FILING PLAT, RECORDED ON MARCH 6, 2009 AT RECEPTION NO. 20090013831, EXCEPTING THEREFROM THAT PORTION CONVEYED TO DEPARTMENT OF TRANSPORTATION, STATE OF COLORADO BY SPECIAL WARRANTY DEED RECORDED APRIL 24, 2020 AT RECEPTION NO. 20200028241.

PARCEL 2:
LOT 2, BLOCK 1,
2534 WEST FIRST FILING, COUNTY OF LARIMER, STATE OF COLORADO, AS SET FORTH ON THE 2534 WEST FIRST FILING PLAT, RECORDED ON MARCH 6, 2009 AT RECEPTION NO. 20090013831, EXCEPTING THEREFROM THAT PORTION CONVEYED TO DEPARTMENT OF TRANSPORTATION, STATE OF COLORADO BY SPECIAL WARRANTY DEED RECORDED APRIL 24, 2020 AT RECEPTION NO. 20200028237.

AND DO HEREBY SUBDIVIDE THE SAME INTO LOTS, RIGHT OF WAY AND EASEMENTS UNDER THE NAME OF **2534 WEST SECOND FILING** AS SHOWN ON THIS MAP AND DO HEREBY DESIGNATE AND DEDICATE ALL RIGHT OF WAY AND EASEMENTS FOR PUBLIC USE, UNLESS OTHERWISE NOTED.

BY _____
STATE OF COLORADO)
COUNTY OF LARIMER)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____ OF 2023 BY _____ AS _____ OF REAGAN WEST PROPERTIES LLC, A COLORADO LIMITED LIABILITY COMPANY.

WITNESS HAND AND OFFICIAL SEAL
MY COMMISSION EXPIRES: _____
NOTARY PUBLIC

BY _____
STATE OF COLORADO)
COUNTY OF LARIMER)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____ OF 2023 BY _____ AS _____ OF 2534 DEVELOPMENT INC.

WITNESS HAND AND OFFICIAL SEAL
MY COMMISSION EXPIRES: _____
NOTARY PUBLIC

TITLE _____ GARY M GERRARD

DIRECTOR OF PLANNING & DEVELOPMENT

THIS PLAT, TO BE KNOWN AS **2534 WEST SECOND FILING**, WAS APPROVED AS A MINOR SUBDIVISION.

BY: _____ DIRECTOR OF PLANNING & DEVELOPMENT

TOWN APPROVAL

THIS PLAT, TO BE KNOWN AS **2534 WEST SECOND FILING**, IS APPROVED AND ACCEPTED BY THE TOWN OF JOHNSTOWN AS A MINOR SUBDIVISION. THE RIGHT OF WAY DEDICATED AS PART OF THIS SUBDIVISION HAS BEEN ACCEPTED BY THE TOWN COUNCIL THIS _____ DAY OF MARCH, 2023, BY RESOLUTION 2023-12.

BY: _____ ATTEST: _____
MAYOR TOWN CLERK

EASEMENT VACATION STATEMENT

ALL EASEMENTS DEDICATED BY PLAT OF 2534 WEST FIRST FILING, WITHIN LOT 1 AND LOT 2, BLOCK 1, RECORDED MARCH 6, 2009 AT RECEPTION NO. 20090013831, ARE HEREBY VACATED BY THIS PLAT, EXCEPTING THEREFROM THE 20' UTILITY EASEMENT LOCATED AT THE NORTH END OF LOT 1.

SURVEYOR'S CERTIFICATION:

I, FRANK A. KOHL, BEING A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS PLAT OF **2534 WEST SECOND FILING** WAS MADE BY ME OR UNDER MY DIRECT SUPERVISION AND THAT THE SURVEY WAS PERFORMED IN ACCORDANCE WITH COLORADO STATE LAW AND IS ACCURATELY REPRESENTED ON THIS PLAT.

DATED THIS _____ DAY OF _____, 2023.

FRANK A. KOHL
COLORADO PROFESSIONAL LAND SURVEYOR NO. 37067
FOR AND ON BEHALF OF GALLOWAY & COMPANY, INC.

Galloway Item #4
5265 Ronald Reagan Blvd., Suite 210
Johnstown, CO 80534
970.800.3300
GallowayUS.com

THIS MAP IS AN INSTRUMENT OF SERVICE AND ARE THE PROPERTY OF GALLOWAY AND MAY NOT BE DUPLICATED, DISCLOSED, OR REPRODUCED WITHOUT THE WRITTEN CONSENT OF THE GALLOWAY. COPYRIGHTS AND INFRINGEMENTS WILL BE ENFORCED AND PROSECUTED.

2534 WEST SECOND FILING
BEING A REPLAT OF LOTS 1 AND 2, BLOCK 1,
2534 WEST FIRST FILING
LOCATED IN PART OF THE NORTHEAST QUARTER OF SECTION 15, T. 5 N., R. 68 W., OF THE 6TH P.M., TOWN OF JOHNSTOWN, COUNTY OF LARIMER, STATE OF COLORADO

#	Date	Issue / Description	Init.



Town of Johnstown

TOWN COUNCIL CONSENT AGENDA COMMUNICATIONS

AGENDA DATE: March 6, 2023

SUBJECT: Resolution 2023-14, Resolution Approving Johnstown Village Metropolitan District No. 2's Request for a Recurring Fee for a Limited Duration

ACTION PROPOSED: Consider Resolution 2023-14

ATTACHMENTS: 1. Resolution 2023-14

PRESENTED BY: Matt LeCerf, Town Manager
Avi Rocklin, Town Attorney

AGENDA ITEM DESCRIPTION: The Service Plan for Johnstown Village Metropolitan District Nos. 1-5 ("Service Plan") provides that the right to impose recurring fees, if such fees were not set forth in the original financial plan, is subject to review and approval by the Town. On February 22, 2023, the Board of Directors of Johnstown Village Metropolitan District No. 2 ("Board") made a presentation to the Town Council requesting authority to impose a recurring fee. After considering the Board's request, the Town Council moved to approve the imposition of a recurring for the 2024 and 2025 calendar years, allowing the District, if it so desires, to make a new request for the imposition of a recurring fee during subsequent years.

LEGAL ADVICE:

The Town Attorney drafted the Resolution.

FINANCIAL ADVICE:

Not Applicable.

RECOMMENDED ACTION: Approve Resolution 2023-14 as presented.

Reviewed and Approved for Presentation,

Town Manager

The Community That Cares

johnstown.colorado.gov

P: 970.587.4664 | 450 S. Parish Ave, Johnstown CO 80534 | F: 970.587.0141

**TOWN OF JOHNSTOWN, COLORADO
RESOLUTION NO. 2023-14**

APPROVING JOHNSTOWN VILLAGE METROPOLITAN DISTRICT NO. 2'S REQUEST FOR A RECURRING FEE FOR A LIMITED DURATION

WHEREAS, the Town of Johnstown, Colorado (the "Town") is a Colorado home rule municipality, duly organized and existing under the laws of the State of Colorado and the Town's Home Rule Charter; and

WHEREAS, the Town Council is vested with authority to administer the affairs of the Town; and

WHEREAS, the Service Plan for Johnstown Village Metropolitan District Nos. 1-5 ("Service Plan") provides that the authority to impose recurring fees, if such fees were not set forth in the original financial plan, is subject to review and approval by the Town; and

WHEREAS, on February 22, 2023, the Board of Directors of Johnstown Village Metropolitan District No. 2 ("Board") made a presentation to the Town Council requesting authority to impose a recurring fee; and

WHEREAS, after considering the Board's request, the Town Council desires to authorize the imposition of a recurring fee for a limited duration; and

WHEREAS, the Town Council finds that adoption of this Resolution is in the best interests of the Town.

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

Section 1. Johnstown Village Metropolitan District No. 2 ("District") is hereby authorized to impose a recurring fee for the 2024 and 2025 calendar years. If the District desires to impose a recurring fee subsequent to 2025, the District shall make such request in the manner set forth in the Service Plan, otherwise the recurring fee shall be eliminated.

Section 2. This Resolution shall be effective upon adoption.

PASSED, SIGNED, APPROVED, AND ADOPTED this ____ day of _____, 2023.

TOWN OF JOHNSTOWN, COLORADO

ATTEST:

By: _____
Hannah Hill, Town Clerk

By: _____
Gary Lebsack, Mayor

Town of Johnstown
List of Bills - January 26, 2023 - February 22, 2023

<u>Vendor</u>	<u>Description</u>	<u>Dept.</u>	<u>Amount</u>
4990 Ronald Reagan LLC	Police substation lease	PD	1,519.75
4imprint	Supplies	ADM	276.34
Ace Hardware	Supplies	PW	1,912.39
AED Everywhere, Inc.	Supplies	PD/PW	246.00
All Copy Products, Inc	Copier	PD	193.15
Animal Care Equipment & Services	Supplies	PD	212.00
APWA	Dues	PW	764.00
Aqua Backflow, Inc.	Backflow program	PW	440.00
Aqua Engineering	Low Point/Central design	PW	243,881.63
Axon Enterprises, Inc.	Body cameras & storage	PD	25,525.03
BearCom	Vehicle equipment	PD	3,343.00
Bell Gould Linder & Scott, P.C.	Legal services	ADM	1,636.50
BHA Design Incorporated	Design standards	PW	1,487.50
Bludot Technologies Inc.	CRM	ADM	195.00
Breeze Thru Car Wash	Equipment maintenance	PD	2,880.00
Browns Hill Engineering & Controls	SCADA	PW	2,913.28
Burns & McDonnell Engineering Co Inc.	Water treatment plant expansion	PW	64,043.06
Card Services	Training/travel/supplies	ALL	15,559.43
Carrot-Top Industries	Supplies	PW	2,022.44
Cate Brothers Inc.	Hydrant meter deposit refund	ADM	1,750.00
CB&I Group Storage Tanks Solutions LLC	South Tank construction	PW	341,045.92
CCNC, Inc	Dues	PD	100.00
CDR Propane Services, LLC	Propane	PW	2,898.00
Central Weld County Water District	Interconnects	PW	586.00
CenturyLink	Phone/internet	PW	1,360.86
Cintas	Mat supplies/service	ALL	744.03
Civil Resources	Raw water transmission line	PW	18,520.00
CMC Tire	Vehicle supplies	PD	160.62
CMS Mechanical Services	Vehicle supplies	PW	727.05
Colorado Analytical Labs	Lab testing	PW	2,179.00
Colorado Department of Transportation	I-25 project	PW	990,822.06
Colorado Greenbelt Management	Snow removal	PW	2,240.00
CO Information Sharing Consortium	Software	PD	532.80
Colorado Rural Water Assoc	Dues	PW	650.00
Community Center Refund	Community center refund	ADM	20.00
Connell Resources, Inc.	North Interceptor construction	PW	670,399.40
Consolidated Hillsborough Ditch Co	North interceptor/assessments	PW	225,227.50
Core & Main	Water meters	PW	22,658.56
Courtesy Lawn & Tree Care Inc	Chemicals	PW	3,500.00
Denali Water Solutions LLC	Sludge removal	PW	2,676.48
Denver Industrial Sales & Services Co	Cold patch materials	PW	3,572.80
DES Pipeline Maintenance, LLC	Maintenance	PW	2,418.75
Dirt Solutions LLC	Hydrant meter deposit refund	ADM	1,500.00
Douglas County Sheriff's Office	SOTAR - software renewal	PD	2,000.00

<u>Vendor</u>	<u>Description</u>	<u>Dept.</u>	<u>Amount</u>
DPC Industries Inc	Chemicals	PW	30,463.32
Elite Printing Group, LLC	Supplies	PD	55.00
Employee Reimbursements	Training/supplies	ADM	223.40
FedEx	Shipping	PD	22.61
Ferguson Waterworks	Supplies	PW	250.84
First Class Security Systems	Fire system monitoring	PW	131.80
First National Bank	Custodial fees	ADM	2,055.84
Front Range Raynor	Building maintenance	PW	744.00
Front Range Roofing Systems LLC	Building maintenance	PW	773.98
Frontier Business Products	Equipment maintenance	ADM	2,607.87
Frontier Fertilizer & Chemical	Chemicals	PW	122.20
Frontier Self Storage	Storage	PW	198.71
Gerrard Excavating Inc.	Hydrant meter deposit refund	ADM	1,500.00
Glenn A. Jones Library	Library support	ADM	201,680.62
Grainger, Inc.	Supplies	PW	1,366.46
Greeley Lock and Key	Building maintenance	PW	11,184.05
Ground Engineering Consultants, Inc.	Materials testing	PW	1,010.00
Harry Lateral Ditch Co	2023 assessments	PW	580.00
Hays Market Inc	Supplies	PW	36.51
Helton & Williamsen, P.C.	Billback - Engineering services	ADM	30,952.53
Hill & Robbins, PC	Billback - Legal services	ADM	5,678.57
Hotsy Equipment Of Northern Co, Inc	Supplies	PW	99.30
IMEG Corp	Billback - Engineering services	ADM	60,250.00
IMEG Corp	Old Town drainage	ADM	3,575.00
Insight North America, LLC	Investment services	ADM	3,014.54
International Assoc. of Plumbing	Training	PW	900.00
J&D Creations	Uniforms	PW	1,495.42
J&S Contractors Supply Co.	Supplies	PW	3,254.56
J-2 Contracting Co.	Reservoir repair	PW	5,958.00
John Deere Financial	Supplies	PW	269.04
Johnstown BBQ Day Committee	BBQ Days sponsorship	ADM	30,000.00
Johnstown Breeze	Publications	ADM	1,036.80
Johnstown Senior Center	Insurance reimbursement	ADM	3,206.00
J-U-B Engineers, Inc.	South Tank construcion	PW	115,331.29
JWO Engineering	SH60 signal	PW	2,742.00
Ken Garff Ford Fort Collins	Vehicle supplies	PW	42.78
Ken Garff Ford Greeley	Snow plow	PW	112,752.00
Kenz & Leslie Distributing	Vehicle supplies	PW	626.20
Kinsco, LLC	Police equipment & uniforms	PD	706.78
Kubat Equipment & Service Co	Supplies	PW	56.28
L G Everist Inc	Paving materials	PW	19,975.45
L4 Construction	Little Thompson Trail	PW	57,985.05
LaCouture, Inc.	Solar consulting for YMCA	ADM	10,000.00
Larimer County Sales Tax Administrator	Use Tax - Reimbursement	ADM	7,959.27
Larimer Humane Society	Contract billing	PD	1,625.00
Law Office of Avi Rocklin LLC	Billback - Legal services	ADM	17,385.00

<u>Vendor</u>	<u>Description</u>	<u>Dept.</u>	<u>Amount</u>
Lazar, Michael	Municipal Court Judge	ADM	2,100.00
LexisNexis Risk Data MGT, LLC	Software	PD	3,000.00
Lowe's	Supplies	PW	39.89
Mac Equipment, Inc	Vehicle supplies	PW	714.40
Mares Auto Inc.	Vehicle repairs	PW	3,179.53
Mary Bott	Damage reimbursement	PW	1,046.00
McDonald Farms Enterprises Inc	Seed material	PW	5,716.00
MGS Incorporated	Vehicle supplies	PW	1,787.10
Mile High Shooting Accessories	Supplies	PD	91.05
Millerbernd Manufacturing Co LLC	SH60 & Carlson traffic lights	PW	48,139.50
Milliken Johnstown Electric	Equipment maintenance	PW	225.00
Moltz Construction Inc.	Low Point construction	PW	1,251,378.41
Mountain States Pipe & Supply	Water meters	PW	65,674.61
Napa Auto Parts, Inc	Fleet supplies	PD/PW	2,569.62
National Pen Co. LLC	Supplies	ADM	413.90
Nelson Family LLC	Easement	PW	34,202.00
North Front Range MPO	Dues	ADM	8,830.00
Northern Safety Co Inc	Supplies	PW	284.28
Northern Water	Water shares	PW	500.00
Nygren Family Farms LLLP	Easement	PW	2,500.00
Office Depot Business Credit	Supplies	ALL	740.22
OmniTRAX Inc	Crossing agreement	PW	10,500.00
Paul Nelson Dairy Farm LLC	Easement	PW	90,987.00
Paul's Plumbing & Heating	Building maintenance	PW	3,560.00
Permit Fees Refund	Permit fees refund	ADM	50.00
Pitney Bowes Bank Inc Purchase Power	Postage	ADM/PD	544.29
Poudre Valley REA	Utilities	ALL	13,302.69
Ramey Environmental Compliance Inc.	OCR services	PW	10,778.44
Rhinehart Oil Co., Inc.	Fuel	PW	21,987.91
Roosevelt HS After Prom Event	After Prom Event donation	ADM	250.00
RTC Manufacturing Inc	Supplies	PW	1,440.00
S & D Tools	Fleet supplies	PW	321.75
SAFEBuilt LLC	Inspection services	PW	40,750.00
Sam's Club MC/SYNCB	Supplies	ALL	374.88
Seele Farms	Crop damage reimbursement	ADM	7,980.74
SMH West, LLC	South Tank construction	PW	93,844.27
Spaur, LLC	Crop damage reimbursement	ADM	7,310.00
Tait & Associates, Inc.	Charlotte Street design	PW	5,293.49
TDS	Phone/internet	ALL	3,021.24
The Home Depot/GECE	Supplies	PW	582.77
The Kroger Co	Project deposit refund	ADM	821.50
TimberLAN	IT services	ALL	16,965.00
T-Mobile	Cell phone	PD	32.67
Town & Country Fence Co.	Building maintenance	PW	1,100.00
Trojan Technologies	Low Point construction	PW	32,500.00
UC Health Medical Group	Lab testing	PD	183.39

<u>Vendor</u>	<u>Description</u>	<u>Dept.</u>	<u>Amount</u>
United Power, Inc	Utilities	ALL	760.15
University of Wisconsin	Training	PW	1,095.00
USA Bluebook	Lab supplies	PW	7,263.33
Utility Notification Center of Colorado	Locates	PW	946.86
Utility Refunds	Utility refunds	PW	3,821.38
Verizon Wireless	Cell phones	ALL	4,167.26
Vermeer Sales & Service	Supplies	PW	3,631.95
Waste Connections of Colorado Inc.	Trash services	ALL	77,929.64
Weld County	Dispatch contract	PD	91,399.00
Weld County Dept of Public	Lab services	PW	650.50
Weld County Sheriff	Guard terminal/jail fees	PD	6,060.61
Weld County Treasurer	Property taxes	ADM	712.30
Windstream	Phone/internet	PW	605.74
Workwell Occupational Medicine	Drug screen	PW	132.50
Xcel Energy	Utilities	ALL	72,010.98
Xtra Air LLC	Equipment rental	PW	4,000.00
Yost Cleaning	Monthly cleaning service	PW	<u>3,362.66</u>
			5,495,387.80

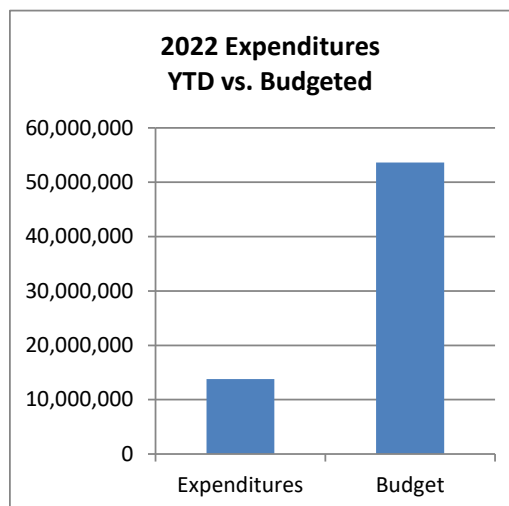
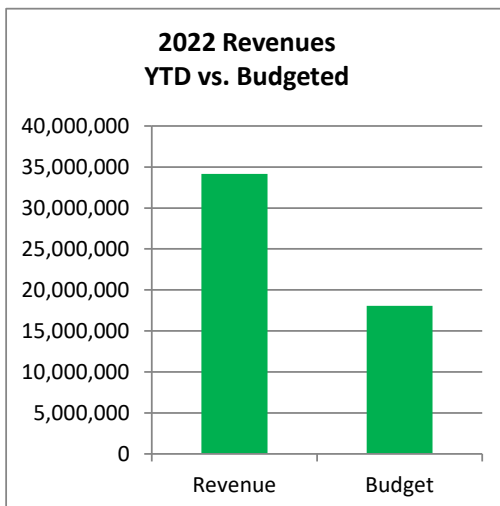
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - General Fund
Period Ending December 31, 2022
Unaudited

Item #7.

General Fund	2022 Actuals December	2022 Adopted Budget	%
			Complete
Beginning Fund Balance	68,989,739	68,989,739	
Revenues:			
Taxes & Fees	25,160,535	16,413,716	153.3%
Licenses & Permits	4,795,386	1,156,650	414.6%
Fines & Forfeitures	242,903	160,500	151.3%
Intergovernmental	280,679	25,000	1122.7%
Earnings on Investment	442,268	52,500	842.4%
Miscellaneous Revenue	3,231,511	253,000	1277.3%
<i>Transfers In</i>	-	-	
Total Operating Revenues	34,153,281	18,061,366	189.1%
Expenditures:			
Legislative	2,472,077	932,500	265.1%
Town Manager	942,734	1,644,593	57.3%
Town Clerk	470,039	509,750	92.2%
Finance	341,902	417,510	81.9%
Planning	471,473	759,878	62.0%
Reimbursements	780,994	300,000	260.3%
Building Inspections	277,546	271,400	102.3%
Police	4,298,468	4,878,580	88.1%
Public Works	585,379	761,200	76.9%
Buildings	273,903	293,250	93.4%
<i>Transfers Out</i>	2,870,565	42,837,000	6.7%
Total Expenditures	13,785,079	53,605,661	25.7%
Excess (Deficiency) of Revenues and Other Sources over Expenditures	20,368,202	(35,544,295)	
Prior Period Adjustment			
Ending Fund Balance*	89,357,941	33,445,444	

* - Unaudited. Reissued December financials to reflect transfers and invoices prior to audit preparation.

100% of the fiscal year has elapsed



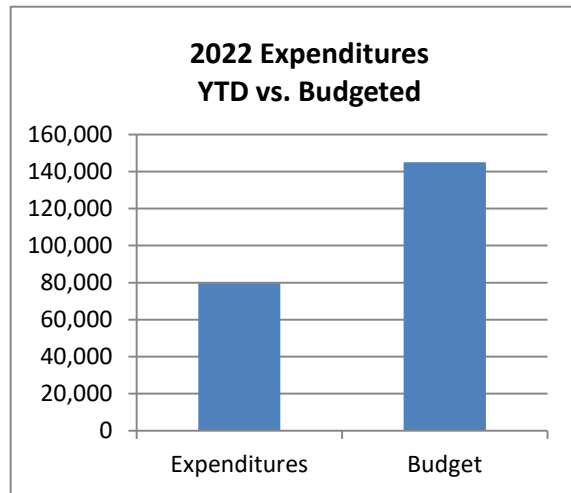
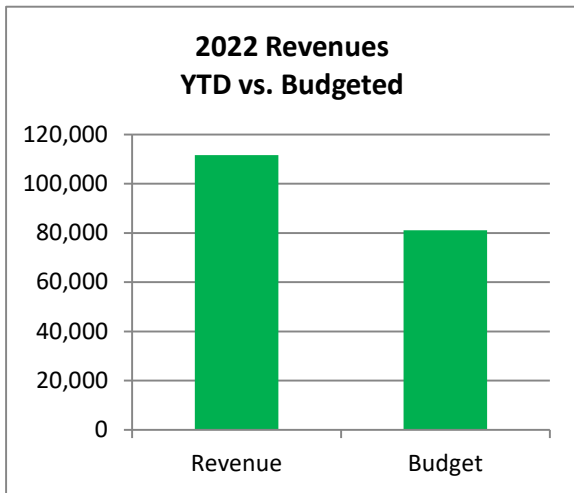
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Conservation Trust Fund
Period Ending December 31, 2022
Unaudited

Item #7.

Conservation Trust Fund	2022 Actuals December	2022 Adopted Budget	%
			Complete
Beginning Fund Balance	100,051	100,051	
Revenues:			
Intergovernmental	110,880	81,100	136.7%
Earnings on Investment	774	50	1548.0%
	111,654	81,150	137.6%
Total Operating Revenues	111,654	81,150	137.6%
Expenditures:			
Operations	-	-	
Capital Outlay	79,593	145,000	54.9%
	79,593	145,000	54.9%
Total Expenditures	79,593	145,000	54.9%
Excess (Deficiency) of Revenues and Other Sources over Expenditures	32,061	(63,850)	
 Ending Fund Balance*	132,112	36,201	

* - Unaudited. Reissued December financials to reflect transfers and invoices prior to audit preparation.

100% of the fiscal year has elapsed



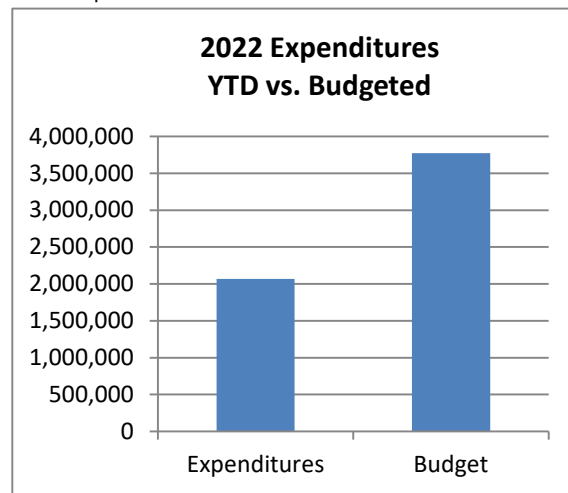
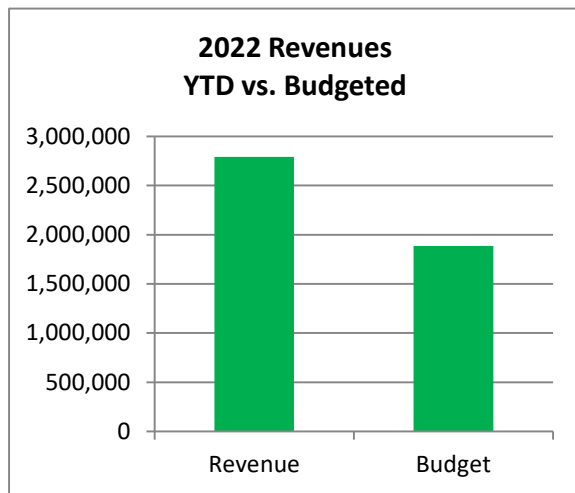
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Parks and Open Space Fund
Period Ending December 31, 2022
Unaudited

Item #7.

Parks and Open Space Fund	2022 Actuals December	2022 Adopted Budget	%
			Complete
Beginning Fund Balance	7,277,919	7,277,919	
Revenues:			
Taxes & Fees	1,505,253	498,150	302.2%
Miscellaneous Revenue	76,503	222,000	34.5%
Transfers In	1,162,000	1,162,000	100.0%
Total Operating Revenues	2,792,155	1,884,650	148.2%
Expenditures:			
Operations	539,361	1,037,550	52.0%
Capital Outlay	1,526,858	2,737,000	55.8%
Transfers Out	-	-	
Total Expenditures	2,066,218	3,774,550	54.7%
Excess (Deficiency) of Revenues and Other Sources over Expenditures	725,937	(1,889,900)	
Ending Fund Balance*	8,003,856	5,388,019	

* - Unaudited. Reissued December financials to reflect transfers and invoices prior to audit preparation.

100% of the fiscal year has elapsed



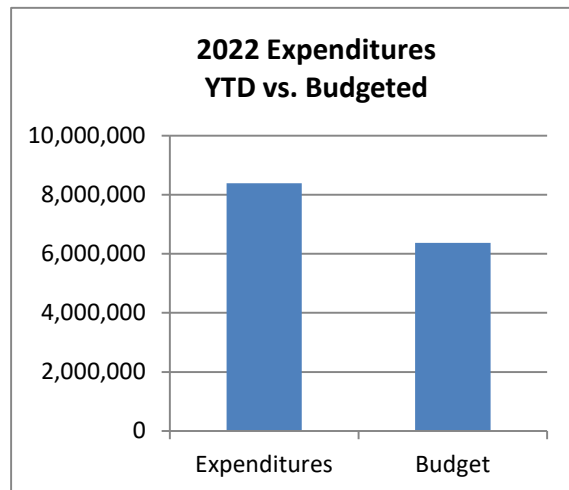
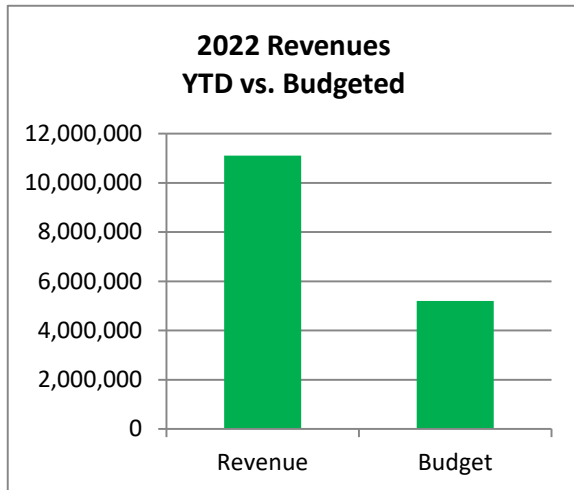
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Street and Alley Fund
Period Ending December 31, 2022
Unaudited

Item #7.

Street and Alley Fund	2022 Actuals December	2022 Adopted Budget	% Complete
Beginning Fund Balance	15,131,804	15,131,804	
Revenues:			
Taxes & Fees	6,191,946	3,191,400	194.0%
Intergovernmental	217,154	707,667	30.7%
Charges for Services	955,350	881,000	108.4%
Capital Investment Fees	3,616,570	420,550	860.0%
Earnings on Investment	118,087	2,000	5904.4%
Miscellaneous Revenues	1,235	-	0.0%
Total Operating Revenues	11,100,342	5,202,617	213.4%
Expenditures:			
Operations & Maintenance	4,960,538	3,599,400	137.8%
Capital	3,427,645	2,769,000	123.8%
Total Expenditures	8,388,183	6,368,400	131.7%
Excess (Deficiency) of Revenues and Other Sources over Expenditures	2,712,158	(1,165,783)	
Ending Fund Balance*	17,843,962	13,966,021	

* - Unaudited. Reissued December financials to reflect transfers and invoices prior to audit preparation.

100% of the fiscal year has elapsed



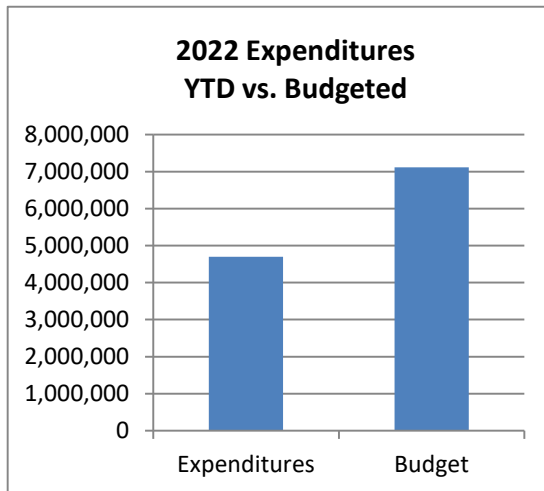
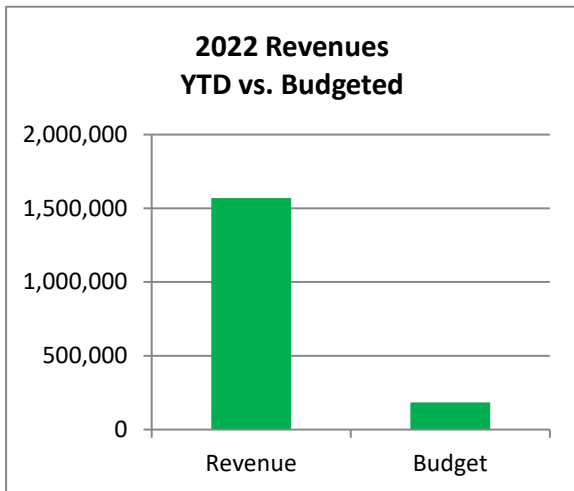
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Capital Projects Fund
Period Ending December 31, 2022
Unaudited

Item #7.

	2022 Actuals December	2022 Adopted Budget	%
Capital Projects Fund			Complete
Beginning Fund Balance	14,524,244	14,524,244	
Revenues:			
Taxes and Fees	1,405,083	240,000	585.5%
Miscellaneous Revenue	-	-	
Interest	165,029	4,500	3667.3%
<i>Transfers In</i>	-	(60,000)	0.0%
	1,570,112	184,500	851.0%
Expenditures:			
Capital Outlay	4,702,792	7,111,500	0.0%
<i>Transfers Out</i>	-	-	0.0%
	4,702,792	7,111,500	66.1%
Excess (Deficiency) of Revenues and Other Sources over Expenditures	(3,132,680)	(6,927,000)	
Ending Fund Balance*	11,391,563	7,597,244	

* - Unaudited. Reissued December financials to reflect transfers and invoices prior to audit preparation.

100% of the fiscal year has elapsed



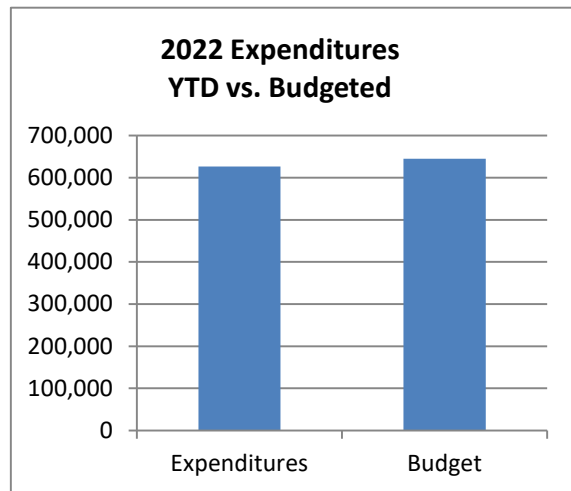
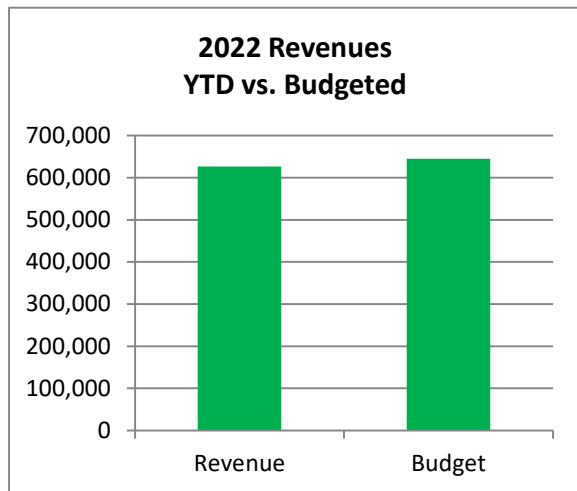
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Tax Allocation Fund
Period Ending December 31, 2022
Unaudited

Item #7.

Tax Allocation Fund	2022 Actuals December	2022 Adopted Budget	%
			Complete
Beginning Fund Balance	41,435	95,951	
<u>Revenues:</u>			
Taxes & Fees	626,664	645,000	97.2%
Earnings on Investment	-	50	0.0%
Total Operating Revenues	626,664	645,050	97.1%
<u>Expenditures:</u>			
Miscellaneous	626,664	645,050	97.1%
Total Expenditures	626,664	645,050	97.1%
Excess (Deficiency) of Revenues and Other Sources over Expenditures	-	-	
 Ending Fund Balance*	 41,435	 95,951	

* - Unaudited. Reissued December financials to reflect transfers and invoices prior to audit preparation.

100% of the fiscal year has elapsed



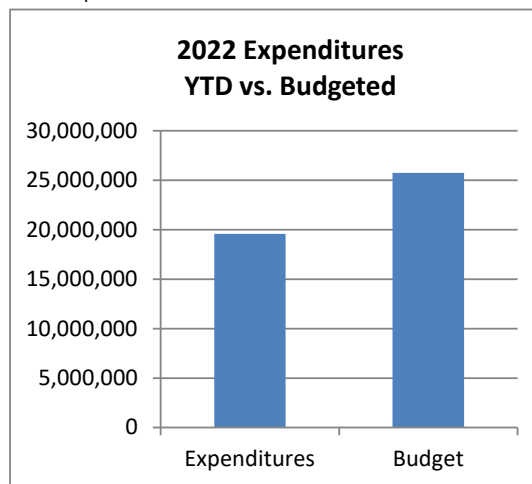
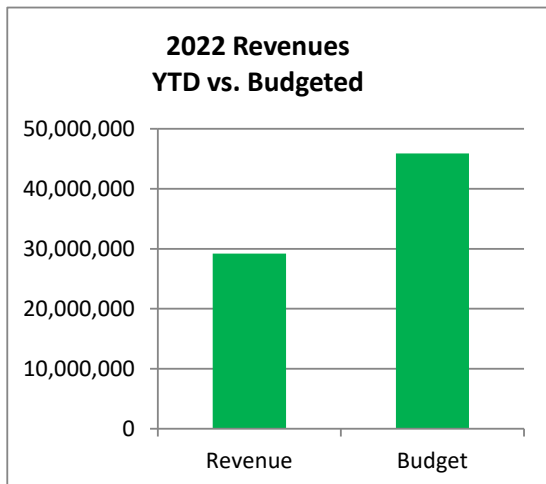
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Water Fund
Period Ending December 31, 2022
Unaudited

Item #7.

Water Fund	2022 Actuals December	2022 Adopted Budget	%
			Complete
Beginning Cash Balance	22,391,126	22,391,126	
<u>Revenues:</u>			
Charges for Services	5,888,333	3,838,700	153.4%
Total Operating Revenues	5,888,333	3,838,700	153.4%
<u>Expenses:</u>			
Administration	232,991	428,650	54.4%
Operations	3,457,717	3,968,650	87.1%
Capital Outlay	15,237,754	20,910,280	72.9%
Depreciation	652,184	425,000	153.5%
Transfers Out	-	-	
Total Operating Expenses	19,580,645	25,732,580	76.1%
Operating Income (Loss)	(13,692,312)	(21,893,880)	
<u>Non-Operating Revenues (Expenses)</u>			
Tap Fees	3,596,898	1,006,050	357.5%
Capital Investment Fees	3,428,766	850,650	403.1%
Misc. Revenues	16,024,796	40,179,550	39.9%
Interest Expense	255,216	6,900	3698.8%
Total Non-Operating Revenues (Expenses)	23,305,675	42,043,150	55.4%
Excess (Deficiency) of Revenues and Other Sources over Expenses	9,613,363	20,149,270	
Ending Cash Balance*	32,004,490	42,540,396	

* - Unaudited. Reissued December financials to reflect transfers and invoices prior to audit preparation.

100% of the fiscal year has elapsed



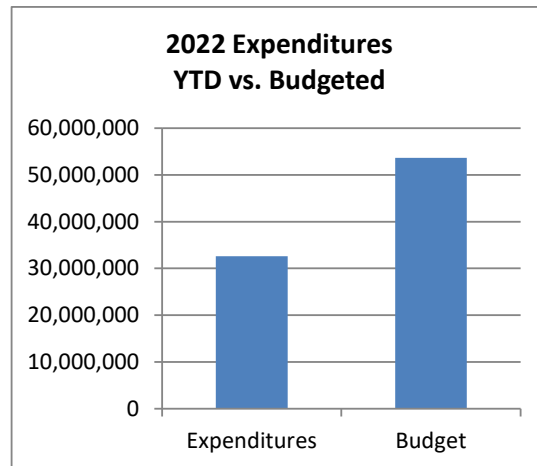
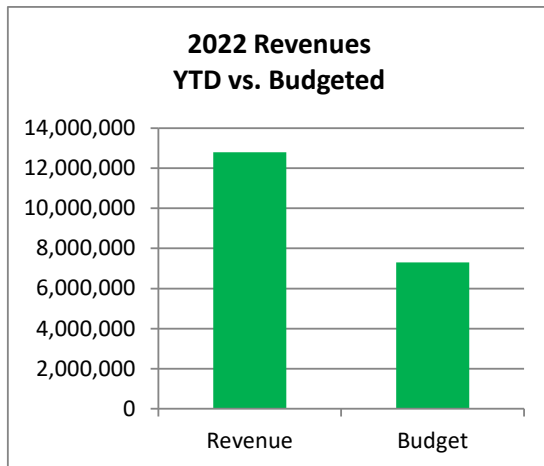
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Sewer Fund
Period Ending December 31, 2022
Unaudited

Item #7.

	2022 Actuals December	2022 Adopted Budget	%
Sewer Fund			Complete
Beginning Cash Balance	62,270,933	62,270,933	
Revenues:			
Charges for Services	3,015,211	2,984,000	101.0%
Total Operating Revenues	3,015,211	2,984,000	101.0%
Expenses:			
Administration	211,928	244,050	86.8%
Operations	1,529,336	1,991,800	76.8%
Capital Outlay	28,574,045	49,189,000	58.1%
Depreciation	344,276	245,000	140.5%
Debt Service	1,953,150	1,953,150	100.0%
Total Operating Expenses	32,612,735	53,623,000	60.8%
Operating Income (Loss)	(29,597,525)	(50,639,000)	
Non-Operating Revenues (Expenses)			
Capital Improvement Fees	8,480,671	2,396,740	353.8%
Misc. Revenues	310,470	1,915,000	16.2%
Interest Expense	992,106	1,200	82675.5%
Debt Proceeds	-	-	
Total Non-Operating Revenues (Expenses)	9,783,247	4,312,940	226.8%
Excess (Deficiency) of Revenues and Other Sources over Expenses	(19,814,278)	(46,326,060)	
Ending Cash Balance*	42,456,656	15,944,873	

* - Unaudited. Reissued December financials to reflect transfers and invoices prior to audit preparation.

100% of the fiscal year has elapsed



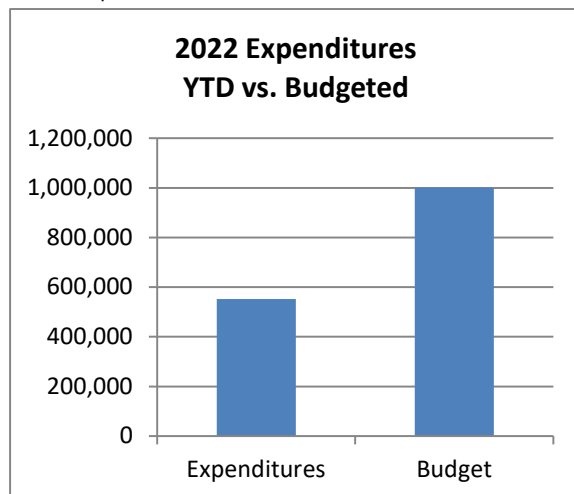
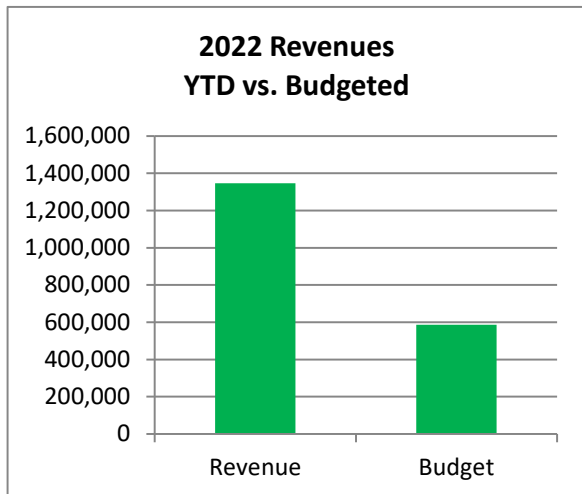
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Drainage Fund
Period Ending December 31, 2022
Unaudited

Item #7.

Drainage Fund	2022 Actuals December	2022 Adopted Budget	% Complete
Beginning Cash Balance	3,515,563	3,515,563	
<u>Revenues:</u>			
Charges for Services	501,456	475,900	105.4%
Total Operating Revenues	501,456	475,900	105.4%
<u>Expenses:</u>			
Administration	138,115	156,765	88.1%
Operations	182,882	364,100	50.2%
Capital Improvements	230,927	480,000	48.1%
Transfer Out	-	-	
Total Operating Expenses	551,925	1,000,865	55.1%
Operating Income (Loss)	(50,469)	(524,965)	
<u>Non-Operating Revenues (Expenses)</u>			
Capital Revenues	811,250	110,000	737.5%
Misc. Revenues	-	-	
Interest Expense	33,990	1,000	3399.0%
Total Non-Operating Revenues (Expenses)	845,240	111,000	761.5%
Excess (Deficiency) of Revenues and Other Sources over Expenses	794,772	(413,965)	
Ending Cash Balance*	4,310,335	3,101,598	

* - Unaudited. Reissued December financials to reflect transfers and invoices prior to audit preparation.

100% of the fiscal year has elapsed



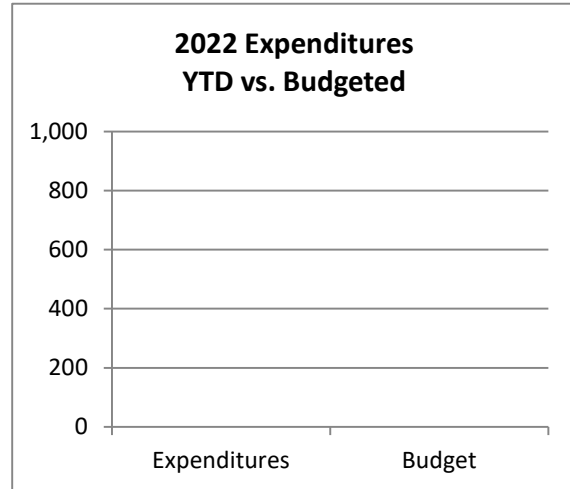
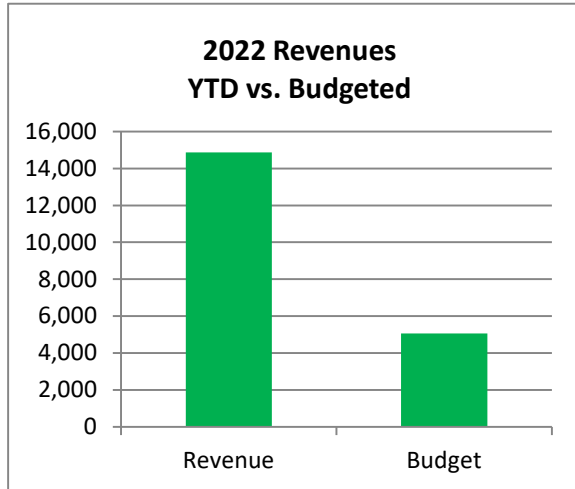
Town of Johnstown, Colorado
 Statement of Revenues, Expenditures, and Changes in
 Fund Balances - Cemetery Perpetual Fund
 Period Ending December 31, 2022
 Unaudited

Item #7.

	2022 Actuals December	2022 Adopted Budget	%
Cemetery Perpetual Fund			Complete
Beginning Fund Balance	153,817	153,817	
Revenues:			
Miscellaneous Revenue	12,898	5,000	258.0%
Earnings on Investment	1,974	60	3289.8%
Total Operating Revenues	14,872	5,060	293.9%
Expenditures:			
Operations & Maintenance	-	-	
Capital Outlay	-	-	
Transfers Out	-	-	
Total Expenditures	-	-	
Excess (Deficiency) of Revenues and Other Sources over Expenditures	14,872	5,060	
Ending Fund Balance*	168,689	158,877	

* - Unaudited. Reissued December financials to reflect transfers and invoices prior to audit preparation.

100% of the fiscal year has elapsed



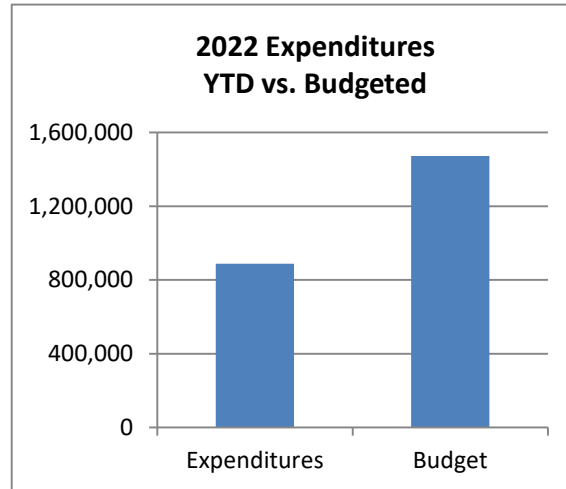
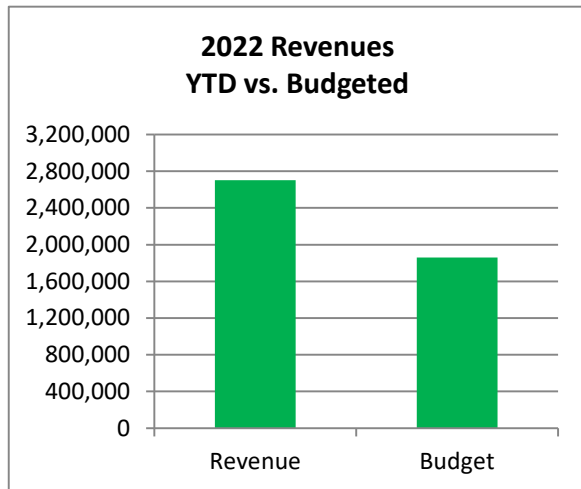
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Library Fund
Period Ending December 31, 2022
Unaudited

Item #7.

Library Fund	2022 Actuals December	2022 Adopted Budget	% Complete
Beginning Fund Balance	6,665,722	6,665,722	
Revenues:			
Intergovernmental	486,564	488,959	99.5%
Miscellaneous Revenue	2,542	11,000	23.1%
Capital Investment Fees	793,779	215,000	369.2%
Interest	116,540	5,000	2330.8%
<i>Transfers In</i>	1,302,721	1,140,000	114.3%
Total Operating Revenues	2,702,146	1,859,959	145.3%
Expenditures:			
Operations	887,141	1,472,000	60.3%
Capital Outlay	-	-	0.0%
Total Expenditures	887,141	1,472,000	60.3%
Excess (Deficiency) of Revenues and Other Sources over Expenditures	1,815,004	387,959	
Ending Fund Balance*	8,480,726	7,053,681	

* - Unaudited. Reissued December financials to reflect transfers and invoices prior to audit preparation.

100% of the fiscal year has elapsed



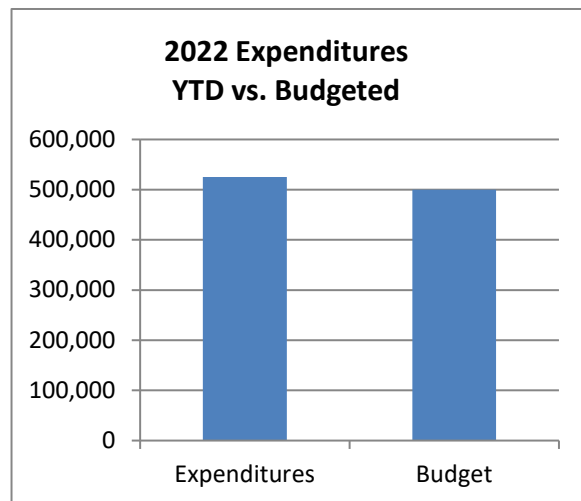
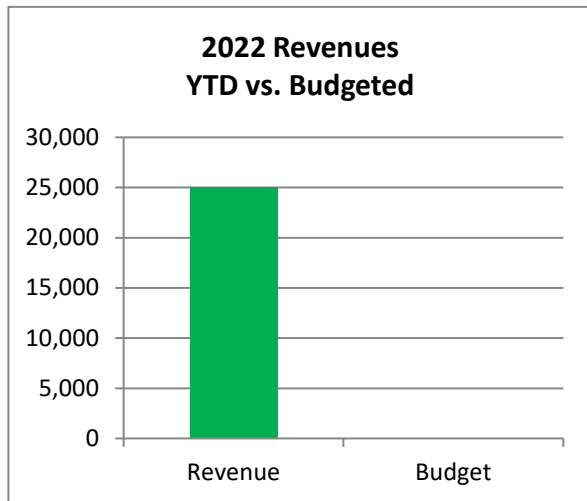
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Recreation Center Fund
Period Ending December 31, 2022
Unaudited

Item #7.

Recreation Center Fund	2022 Actuals December	2022 Adopted Budget	% Complete
Beginning Fund Balance	922,738	922,738	
<u>Revenues:</u>			
State Grants	25,000	0	
Transfers In	-	-	
Earnings on Investment	-	-	
	25,000	-	
Total Operating Revenues	25,000	-	
<u>Expenditures:</u>			
Operations & Maintenance	525,000	500,000	0.0%
Capital Outlay	-	-	
	-	-	
Total Expenditures	525,000	500,000	105.0%
Excess (Deficiency) of Revenues and Other Sources over Expenditures	(500,000)	(500,000)	
Ending Fund Balance*	422,738	422,738	

* - Unaudited. Reissued December financials to reflect transfers and invoices prior to audit preparation.

100% of the fiscal year has elapsed





Town of Johnstown

MEMORANDUM

TO: Honorable Mayor and Town Council Members

FROM: Matt LeCerf, Town Manager

DATE: March 6, 2023

CC: Town Staff
Local Media

SUBJECT: Town Manager's Report

Upcoming Town Council Meetings & Work Sessions – If there are topics that the Council would like Staff to schedule for discussion, please let me know. The following topics are recommended for Council discussion (all meetings will be held in the Town Council Chambers unless otherwise indicated):

- 03/06/2023 – Regular Council Meeting
- 03/18/2023 – Council Strategic Retreat
- 03/20/2023 – Regular Council Meeting

Administration, Finance, Planning, & Human Resources

- *Intergovernmental Agreements* – The Town is working on multiple agreements concurrently including IGA's with both Milliken and Little Thompson Water District respectively as well as completing the updates to the Home Supply Ditch Company Operating Agreement.
- *Water Treatment Plant Expansion* – The Town closed on the property adjacent to the existing Water Treatment Plant for its expansion. The land acquired consists of an additional ~6.8 acres.
- *Pool Financial Feasibility RFP* – The Town received four (4) responses from the Pool Financial Feasibility RFP. Staff is currently reviewing the submittals and plan to provide a recommendation to Council at the March 20 Council Meeting.

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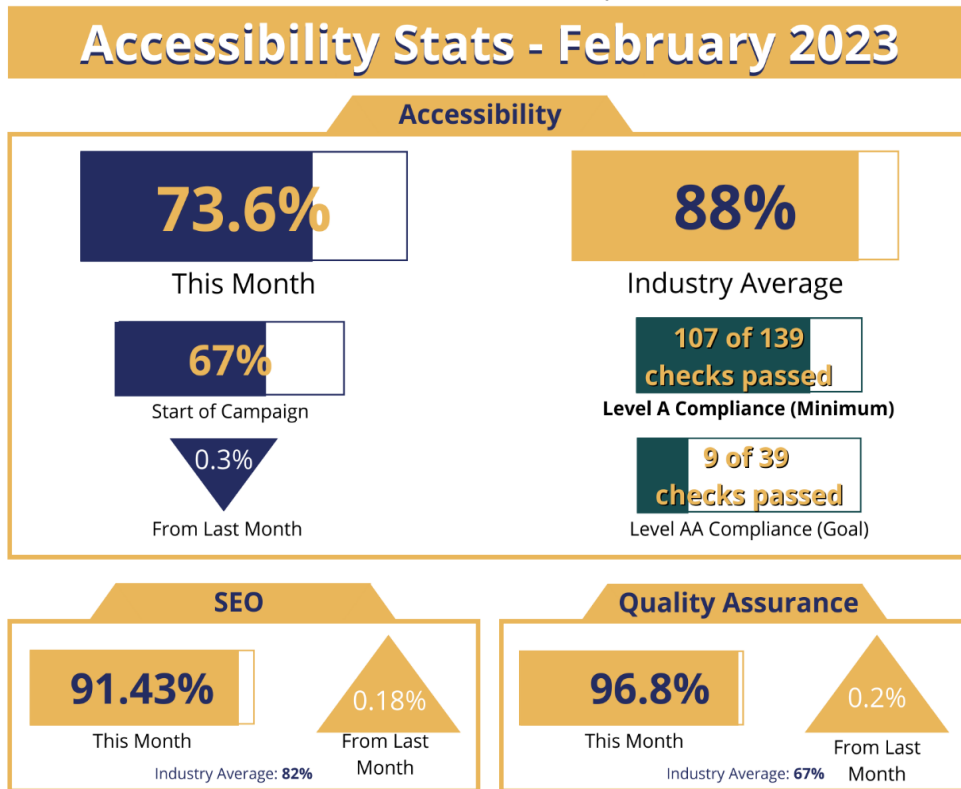
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- *Liquor Licensing* – The JDDA has turned in a Special Event Permit for a beer garden at their Cinco de Mayo event. All Fermented Malt Beverage Off-Premise license holders have been sent their new licenses as a Fermented Malt Beverage and Wine Off-Premise license, per new State law effective March 1.
- *Municipal Court* – Court processed 116 cases in February. Staff has received training on the E-Force and will begin transiting to this software. Johnstown Staff will host a training from the Colorado Association for Municipal Court Administration in March.
- *Community Survey* – Results from the Community Survey have been received. The results are currently being reviewed. The entire report will be available online in the next couple of weeks. Staff is also working on compiling the results in a shorter, more consumable format.
- *Strategic Planning* – In February, Staff participated in a strategic planning work session to begin to frame up some options for goals based on the Community Survey feedback. Another goal session has been scheduled in March.
- *Water Rate Study* – Staff is researching the possibility of having a consultant conduct a water rate study. A water rate study will help ensure that our water rates are conducive to providing the revenue stream necessary to meet the upcoming capital expenditures and operating costs.
- *2022 Financials* – An updated December 2022 version is included in the packet. The reissued financial statements are unaudited but include updated expenditures and fund transfers. The annual audit is scheduled to begin April 24, 2023.
- *Hiring* – The Town is currently searching for a Planner I, Planner II, Water Treatment Superintendent, Wastewater Treatment Superintendent, Utility Operator, Accounting Technician, and Police Officers. We recently hired internal candidates for the roles of Streets Maintenance and Building Permit Technician.
- *Safety Training* – We recently provided voluntary training on first aid and CPR to Staff members from multiple departments. A second training is planned in March.
- *Land Use & Development Code Rewrite* – Redlines and comments are still being received from the Working Draft that was issued for public review in January. Staff and our consultants are beginning the work to integrate those comments to provide a final draft back to the Town for review prior to public hearings.
- *Development Review* – Town Planning Staff continues to see a steady volume of development applications being submitted, including 36 current projects for annexations, site plans, and subdivisions, with several others having been recently completed and finalized.
- *Downtown Johnstown Branding & Wayfinding Project Update* – Staff met with Town Council in January to discuss 3 preliminary design options for Downtown. Based on Town Council feedback Staff presented 2 of the 3 preliminary design options to the public and received over 800 votes (in person and via online survey). Staff is currently working with our consultant to finalize the design brand option which will be a combination of both options presented to the community.
- *BluDot Open* – Staff is working to launch BluDot Open which will serve as an online directory of all our local businesses in Johnstown and exist within our Town website. The online directory will work in conjunction with our existing CRM and will be managed by

the Economic Development Office. The online directory is expected to be launched in April. To check out a list of communities that are currently utilizing this platform, follow the link- <https://open.bludot.io/>.

- *Biz Walks* – Staff continues to schedule monthly biz walks with our local businesses. The biz walks include the Economic Development Manager, Town Manager and Deputy Town Manager. In January Staff met with High County Beverage and in February with Carrier West.
- *Business of the Month* – As a recap, January’s Business of the Month was Imprint Family Chiropractic and February’s Business of the Month was TBK Bank.
- *508 Compliance and Website Accessibility* – The Comms Office continues to work on 508 website compliance and Town digital environment compliance. Having a website that is 508 compliant and that follows WCAG Guidelines 2.0 is important for the Town of Johnstown because it provides more equal access to information and promotes transparency. Our department has maintained the same overall levels of accessibility compliance and quality despite adding new pages and content to the website in the past month.

Communications Dept.



- *Town Communication Tools* – As a reminder, the Town has several communications tools in its toolbox, including social media, a newsletter, email communications, and the website. In the past month, our department switched email communications vendors from Mailchimp to Constant Contact in anticipation of some new email news list options we

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plan to offer residents. Despite the change, we managed to achieve essentially the same newsletter open rate. We also reached more people via Facebook and continued to grow our Instagram following despite posting less often in a lighter news month.

Communications Dept.

Web Presence Stats - February 2023



Website: johnstowncolorado.gov | Newsletter: johnstowncolorado.gov/newsletter
 Town Facebook: @TownofJohnstown | Twitter: @JohnstownCO | Instagram: @JohnstownColorado
 JPD Facebook: @JohnstownPoliceDepartment | JPD Twitter: @JohnstownPD

Police Department

Training:

- *Threat Assessment Training* – Officer Kelley and Lt. Williams attended Threat Assessment Training with the Thompson Valley School District.
- *Supervision and Leadership Training* – Officer Morgan attended “Supervision for LEO” training to help him prepare for career advancement.
- *Interview and Interrogation Training* – Detective Grounds attended Interview and Interrogation training to become more proficient in interviewing persons suspected in crime investigations.

Public Works

- Crews completed 84 work orders this review period consisting of filling potholes, road sign repair, snow and ice removal, and a variety of other street related work.

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- Removed graffiti at Aragon Park.
- Started grading on CR 46 from CR 17 to CR 15.
- Installed Jake Brake signs at entrance ways into Town.
- Scheduled repairs for vandalism damage at the Lake Park restroom.



- Crews worked on removing snow throughout the Town.



- *Charlotte Street Improvements* – Work continues along the north side of the roadway installing sidewalk and driveways. The corner of Jay Ave and Charlotte has been reconstructed for the parklet. Xcel gas has begun the installation of the new gas line. Below is the two week look ahead:
 - February 20 – March 6 (All work is on north side of roadway):

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- Excavate for sidewalk/ADA ramps
- Install storm pipe
- Xcel installing new main gas line
- Import Class 5 Road Base for sidewalk
- Form and prep sidewalks
- Form and prep storm inlets
- Pour sidewalk



Concrete work on Charlotte Street

- *Traffic Signal Carlson Blvd and State Highway 60* – The project has bid and is scheduled to be awarded at the March 6 Council meeting.
- *State Highway Feasibility Study* – Consultant has addressed all CDOT comments, and the feasibility study has been approved. Final document forthcoming.
- *Little Thompson River Trail* – The contractor is currently grading the project site and is still scheduled to be complete by May 1, 2023.
- *Letford Elementary School Site* – Demolition has begun, and the school is about half removed at this time. Once the demolition is complete site restoration will begin.
- *Colorado Boulevard Design* – The contract for design of interim improvements is scheduled for the March 6 Council meeting.
- *Sinclair Corner Store* – The Town and CDOT have been working with the contractor to correct the ADA ramps on 1st Street and on Parish Ave. The contractor has submitted plans for the repairs, and they have been approved. Work is scheduled to take place in May, weather permitting.

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Inspection of storm Pipe at Pautler Farms

Utilities

- *Treatment*
 - WTP:
 - Average Daily Flows: 1.22 MGD.
 - Performed second more in-depth inspection of north ground storage tank to confirm level of repair needed.
 - Installation of new backwash recycle pump.
 - Using work order system for operations and making good progress.
 - Low Point WWTP:
 - Average Daily Flows: 0.256 MGD.
 - Conducted positional interviews and plant tours for new ORC position.
 - Troubleshoot an issue with the motor and gearbox of south treatment basin.
 - REC helped find replacement parts and the basin is back in full service and making good effluent.
 - Central WWTP:
 - Average Daily Flows: 0.566 MGD
 - The lagoons are struggling with treatment during cold water temperatures which arrest the biological development of needed microbes.
 - Added additional media that microbes grow on to try and encourage more beneficial microbial growth.
 - Troubleshooting main treatment pond and evaluating adding supplemental air with floating aerators to better treat our water.
- *Sewer Collection & Water Distribution*
 - Locates: 1,320 Locate (811) tickets year to date, 291 curb stops, 14,517' main lines.
 - Meters: 19 replacements & 36 new installs.

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- Demolition of Clearview Lift Station & Force Main abandonment.
- Sewer main back up off N First St & Raymond Ave.
- Repaired an abandon old 1” unmarked service line on Charlotte St.
- *Inspections*
 - 1,419’ water main installed
 - 6,250’ water main tested
 - 200’ sewer main tested
 - 98 water taps
 - 1 manhole installed and tested
 - 90 water/sewer inspections
- *GIS*
 - Helping adjust call out boundaries for 811 locate tickets to reduce the number of tickets that Staff receives.
 - Working on integration of Town GIS into the new work order system
 - Obtained new Weld County aerial imagery to map Weld County sewer and stormwater manholes.
- *Capital Projects*
 - *Raw Water Transmission* –The design engineer is continuing to work with Town Staff to set the final alignment from Lone Tree to the Water Treatment Plant. The Town is also working with the Home Supply Ditch Company on the location of the new pump station at Lone Tree Reservoir.
 - *South Water Tank* – The tank contractor is continuing to work on the interior piping, electrical, and civil site work as weather permits. The contractor is estimating to be completed with the tank by the end of March. United Power has installed the electrical service for the tank.
 - *South Water Tank Distribution Pipeline* – The contractor is working on installing mainline along WCR 13. The Hillsborough bores are complete. The contractor has been delayed due to the weather in February, but we will continue to work together as the project is nearing completion. Testing of the water main that has been installed began in late February.
 - *Water Treatment Plant Expansion* – Town Staff, the design engineer, the owner’s representative, and the construction manager held a value engineer session in February. The items from that workshop are currently being evaluated and incorporated into the design. The construction manager is working to develop an overall project schedule and preliminary cost estimate.
 - *Central Interceptor Phase 2* – The project has received substantial completion. The contractor is completing final punch list items as weather permits. Substantial completion starts the warranty period for the project and Town Staff will monitor the infrastructure over the next year for any defects.
 - *North Interceptor* – The contractor has begun installing the wet well walls for the lift station. In addition, the contractor has begun installing main line from the central wastewater treatment plant to the west. The contractor is also installing several key bores including the crossing of the Hillsborough Ditch, the railroad,

and County Road 17. The contractor is diligently working to install mainline during the winter months before farming begins.

- *Low Point Sewer Expansion* – The contractor continues installing equipment in the Membrane Bioreactor (MBR) building as it arrives on site as well as coating the interior walls. The new headworks building is progressing right behind the MBR building as trades complete their work on the MBR building.
- *Central Plant Design* – Town Staff, the CMAR, and the Design Engineer have been reviewing the 90% plans and held a workshop in February to gather value engineering ideas to incorporate into the design and final GMP. Staff will be bringing the final GMP to Council for consideration once it has been finalized.
- *State Highway 60 Waterline* – The contract for the design services has been awarded to JUB Engineers. Over the next six months Town Staff will work with the design engineer on final alignment and obtaining all necessary easements and agreements. A project kickoff meeting will be held in early March.



Town of Johnstown

TOWN COUNCIL AGENDA COMMUNICATIONS

AGENDA DATE: March 6, 2023

SUBJECT: Amending the Consolidated Town Fee Schedule

ACTION PROPOSED: Consider Approve the Revised Fee Schedule

ATTACHMENTS: 1. Resolution 2023-11
2. Town of Johnstown Fee Schedule – Exhibit A

PRESENTED BY: Devon McCarty, Finance Director

AGENDA ITEM DESCRIPTION:

The Town Consolidated Fee Schedule in its present form was adopted by the Town Council on February 7, 2022 in Resolution 2022-02.

The fee schedule is a comprehensive fee schedule that includes not only administrative fees, but also utility rates, permitting fees, business licenses, court surcharges, cemetery fees, etc. The fee schedule was created with the intent of: decreasing future costs for publishing ordinances, decreasing costs associated with revising the municipal code, creating a document that is easy for people to use and access, and creating a document that encourages an annual review of the fees that the Town is charging. Fines and penalties have not been included in this fee schedule due to the subjective nature of the fine structure.

While generally the fees included in the proposed fee schedule are unchanged, there are a few that have been changed or restructured. Those fees include the following:

Sec. 2-44. – General Fees

The Council approved Resolution 2023-10 to amend CORA fees to be adjusted with State hourly charges on February 22, 2023. The CORA fee is updated to the current State hourly charge on the presented fee schedule. A note has been added to the Special Event Application fee for non-profit or other exceptions as noted in the code. No changes have been made to the amount.

Sec. 2-74 – Fines imposed by the Municipal Court

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Proposed changes to this section specify and clarify the various fees associated with the Municipal Court. The additions include: parking ticket surcharge, continuance fee, failure to appear, deferred judgment, deferred prosecution, show cause, warrant, default judgment, and court costs. The surcharges are simplified to be either a parking ticket surcharge or a citations surcharge.

Sec. 4-103 Lodging Tax

A late filing penalty has been added to the lodging tax. The actual lodging tax is unchanged.

Sec. 7-131 Licenses

The fee for spayed/neutered pets has a small increase. There is no change to the not spayed/neutered pets.

Sec. 11-25 Right of Way Permits

The Council is currently considering the Ordinance No. 2023-242, Amending Article III of Chapter 11 of the Johnstown Municipal Code concerning Right of Way Permit Fees. The recommendations included in the attached fee schedule are: application fee, permit extension, potholing, patching a residential roadway, and street cuts for both residential and collector or arterial roadways. Rate changes in this section will not go into effect until Ordinance No 2023-242 goes into effect.

Sec. 11-115 Cemetery fees

Terminology is updated to be consistent. There are no changes to the fees.

Sec. 18-121 Fees and Charges

The backflow preventer fee is now inline with other municipalities. A reinspection fee is added to cover the cost of staff time and expense.

LEGAL ADVICE:

The Town Attorney drafted the Resolution.

FINANCIAL ADVICE:

NA


RECOMMENDED ACTION: Approve Resolution 2023-11 to amend the Consolidated Town Fee Schedule.

SUGGESTED MOTIONS:

For Approval: I move to approve Resolution 2023.-11 amending the Consolidated Town Fee Schedule as presented.

For Denial: I move to deny Resolution 2023.-11 amending the Consolidated Town Fee Schedule as presented.

Reviewed and Approved for Presentation,



Town Manager

**TOWN OF JOHNSTOWN, COLORADO
RESOLUTION NO. 2023-11**

RESOLUTION AMENDING THE CONSOLIDATED TOWN FEE SCHEDULE

WHEREAS, the Town of Johnstown, Colorado (“Town”) is a Colorado home rule municipality, duly organized and existing under the laws of the State of Colorado and the Town’s Home Rule Charter; and

WHEREAS, the Town Council is vested with authority to administer the affairs of the Town; and

WHEREAS, the Town Council has authority to establish a schedule of the fees, rates and charges levied and assessed for municipal services in the Town; and

WHEREAS, the Town Council finds that the fees, rates and charges set forth in the Town Fee Schedule, attached hereto and incorporated herein by reference as Exhibit A, are equitable and just; and

WHEREAS, the Town Council desires to amend the Town Fee Schedule.

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

- 1. The Town Council hereby amends the Town Fee Schedule.
- 2. This resolution and attached Exhibit A shall become effective immediately, and may, except as provided below, be amended from time to time by resolution of the Town Council.
- 3. The general fees contained in the Town Fee Schedule that are associated with Section 2-44 of the Johnstown Municipal Code, which are administrative in nature, may be amended from time to time by the Town Manager unless otherwise provided by law.
- 4. The fees, rates and charges set forth in the Town Fee Schedule shall supersede and replace any fees, rates or charges previously set or adopted by the Town Council for the same purpose. However, the same shall not be deemed to release, extinguish, alter, modify or change in whole or in part any liability which shall have been previously incurred, and the superseded or replaced provisions shall be treated and held as remaining in full force and effect for the purpose of sustaining any judgment, decree, order or lien.
- 5. If any portion of this resolution is held to be invalid for any reason, such decision shall not affect the validity of the remaining portions.

PASSED, SIGNED, APPROVED, AND ADOPTED this ___ day of _____, 2023.

ATTEST:

TOWN OF JOHNSTOWN, COLORADO

By: _____
Hannah Hill, Town Clerk

By: _____
Gary Lebsack, Mayor

Town of Johnstown - Fee Schedule

Chapter 2 - Administration and Personnel

ARTICLE II

Sec 2-44.

General Fees

Special Services:

CORA (first hour is free - fee is per hour after) \$~~30.00~~ \$33.58

Special Event Application:

"fee waived if non-profit or otherwise noted in code" \$100.00

ARTICLE III Municipal Court

Sec. 2-74. Fees imposed by the Municipal Court

Parking Citations—Surcharge	\$10.00	
Parking Ticket Surcharge		\$10.00
Continuance Fee		\$20.00
Failure to Appear		\$20.00
Traffic Citations - Surcharge	\$25.00	
All other citations—Surcharge	Up to 10% of fine	
Deferred Judgment		\$150.00
Deferred Prosecution		\$50.00
Show Cause		\$25.00
Warrant		\$50.00
Default Judgment		\$25.00
Court Costs		\$25.00

Chapter 4 - Revenue and Finance

ARTICLE VII Lodging Tax

Sec. 4-103. Tax Levied*

Lodging Tax	3%	
Late Filing Penalty: 10% or \$15, whichever is greater		

ARTICLE VII Animal Control

Sec. 7-128. License Fee

Spayed/Neutered (per year) \$~~4.00~~ \$5.00

Sec. 7-131. License; duplicate tags; ownership changes

Ownership change:		
Spayed/Neutered	\$ 4.00	\$5.00

Town of Johnstown - Fee Schedule

Chapter 11 - Streets, Sidewalks and Public Property

ARTICLE III Sidewalks, Curbs and Gutters

Sec. 11-25. Right of Way Permit Fees:

Application	\$150.00
Permit Extension	\$75.00
Potholing	\$50.00 each
Patching - Residential Roadway	\$150.00
Street Cut - Trenching, Patching, and Bore (Residential Roadways)*	\$150.00
Street Cut - Trenching, Patching, and Bore (Collector or Arterial Roadways)*	\$350.00

*Contractor also responsible for cost and completion of patch, work area, and/or trench repairs.

Sec. 11-115. Cemetery fees.

Openings - Grave Space: Regular Grave	
Weekdays	\$700.00
Weekend or holiday openings	\$1,200.00
Openings - Urn Space: Cremains	
Weekdays	\$350.00
Weekend or holiday openings	\$700.00
Disinterment charges	\$250.00

Chapter 13 - Municipal Utility

Inspection & Miscellaneous Fees:

Backflow Preventer	\$47.00	\$50.00
Water or Sewer Reinspection Fee		\$50.00



Town of Johnstown

TOWN COUNCIL AGENDA COMMUNICATIONS

- AGENDA DATE:** March 6, 2023
- SUBJECT:** Construction Contract with Morton Electric, INC. for the SH 60 and Carlson Blvd Intersection Improvements.
- ACTION PROPOSED:** Approval of the construction contract with Morton Electric, INC. for the SH 60 and Carlson Blvd Intersection Improvements in the amount of \$714,670.70.
- ATTACHMENTS:**
1. Contract
 2. Bid Tabulations
 3. Site Map
- PRESENTED BY:** Troy White, Public Works Director
-

AGENDA ITEM DESCRIPTION:

With the recent private development, schools, and soon to be commercial development along Highway 60 from Parish Ave to I-25, the intersection of Highway 60 and Carlson Blvd has met warrants for a traffic signal. As a result of the warrant, the Town Council approved a contract with JWO Engineering on May 16, 2022, for the design of improvements to the intersection. The Design is now complete and moving into the construction phase of the project.

The project will include the installation of a traffic signal (placed at ultimate location), restriping of the intersection to add crosswalks and stop bars, traffic signal controller, and traffic signal preemption for emergency vehicles.

The project was bid on January 11, 2023, and the bid opening was on February 2, 2023. Four bids were received, and Morton Electric was the lowest responsive bidder for the project at \$714,670.70. A project schedule will be developed once the contractor is under contract. The contract requires the work to be substantially completed by August 20, 2023.

This project was awarded \$250,000 Multimodal Transportation and Mitigation Options Fund (MMOF) grant.

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LEGAL ADVICE:

Legal has reviewed and approved the contract.

FINANCIAL ADVICE:

The Town Council approved \$550,000 in the 2023 Fiscal Year Budget for the project. The Engineers Estimate for the project construction was later estimated at \$700,641.00 (including traffic signal poles), however, the low bid was \$714,670.70 (excluding traffic signal poles). To save time, the Town pre-ordered the traffic signal poles during the bidding process in the amount of \$96,279.00. Therefore, the total construction cost is \$810,949.70, a difference of \$110,308.70 from the engineers estimate and a difference of \$260,949.70 from the Fiscal Year 2023 budgeted amount. Town Staff is also recommending a contract with JWO for construction management services (as this is a federal project) in the amount of \$89,822.00, bringing the total project shortfall to \$350,771.70. Therefore, this project is likely to require a budget amendment.

RECOMMENDED ACTION: Approval of the construction contract with Morton Electric, INC. for the SH 60 and Carlson Blvd Intersection Improvements in the amount of \$714,670.70.

SUGGESTED MOTIONS:**For Approval**

I move to approve the construction contract with Morton Electric, INC. for the SH 60 and Carlson Blvd Intersection Improvements in the amount of \$714,670.70.

For Denial

I move we deny the construction contract with Morton Electric, INC. for the SH 60 and Carlson Blvd Intersection Improvements in the amount of \$714,670.70.

Reviewed and Approved for Presentation,



Town Manager

CONSTRUCTION CONTRACT GENERAL CONDITIONS

25296- TOWN OF JOHNSTOWN STATE HIGHWAY 60 AND CARLSON BLVD INTERSECTION IMPROVEMENTS

SCOPE: Since the General Conditions are general, some conditions may not apply to a particular Project.

ARTICLE 1 - DEFINITIONS AND ABBREVIATIONS

- 1.1 Definitions: Whenever used in the Bidding Documents and Contract Documents, the following terms shall have the following meanings, applicable to both the singular and plural:
 - 1.1.1 ADDENDA: Written changes to the Bidding Documents issued at least two days before the Opening of Bids which modify or interpret the Contract or changes the date set for the Opening of Bids.
 - 1.1.2 ALTERNATE BID: An Alternate Bid is an amount stated in the Bid added to or deducted from the base amount of the Bid when the Town accepts a corresponding change in project scope, materials or method of construction described in the Contract.
 - 1.1.3 BID: The proposal the Bidder submits on the prescribed Bid Forms stating the prices for the Work to be performed.
 - 1.1.4 BID FORMS: Bid Form, Bid Bond, Bid Schedule, Bid Proposal including Qualifications, Subcontractors and Related Data and Non-Collusion Affidavit of Prime Bidder.
 - 1.1.5 BIDDER: The person, partnership, or corporation submitting a Proposal for the performance of the Work covered by the Contract.
 - 1.1.6 BIDDING DOCUMENTS: The Advertisement to Bid, Bid Forms, Information and Instructions to Bidders, General Conditions, Contract, Sample Forms, Special Conditions, Technical Specifications, Drawings, and Addenda (if any).
 - 1.1.7 BONDS: Bid Bonds, Performance, and Payment Bonds or other instruments of security, furnished by the Contractor and its Surety according to the Contract.
 - 1.1.8 CALENDAR DAYS: Includes all days in a month including weekends and holidays.
 - 1.1.9 CHANGE ORDER: A written modification of the Contract, issued after award to the Contractor, authorizing an addition, deletion or revision in the Work within the general scope of the Contract or authorizing an adjustment in the Contract Price or Contract Time, mutually agreed upon between the Town and the Contractor.
 - 1.1.10 COMPLETION DATE: The date the Contract specifies the Work is to be completed.
 - 1.1.11 CONTRACT: The Construction Contract consisting of the Agreement for a Construction Contract and the incorporated Contract Documents.
 - 1.1.12 CONTRACT COORDINATOR: The authorized representative of the Town designated to act for the Town in processing the Award of Contracts, maintaining centralized official Contract documentation, providing administrative liaison/coordination, legal liaison/coordination via Town Attorney, and processing of Contract Payment authorizations as approved by the Project Manager.
 - 1.1.13 CONTRACT DOCUMENTS: All the documents expressly incorporated into the Contract by the Agreement for Construction Contract, including but not limited to Addenda, Bid Forms, Change Orders, Final Acceptance, Drawings, General Conditions, Information and Instruction to Bidders, Insurance Certificates, Advertisement for Bid, Notice of Award, Notice of Construction Acceptance, Notice to Proceed, Notice of Substantial Completion, Performance and Payment Bonds, Special Conditions, Supplemental Drawings and Schedules, and Technical Specifications.

- 1.1.14 **CONTRACT PRICE:** The total monies payable to the Contractor under the terms and conditions of the Contract.
- 1.1.15 **CONTRACT TIME:** The number of days stated in the Contract for the completion of the Project.
- 1.1.16 **CONTRACTOR:** The person, company, firm or corporation contracting with the Town to construct, erect, alter, install or repair any work or construction project
- 1.1.17 **DRAWINGS:** The part of the Contract prepared or approved by the Project Manager showing the characteristics and scope of the Work to be performed.
- 1.1.18 **DATE OF CONTRACT:** The execution date in the Agreement for a Construction Contract.
- 1.1.19 **DAY:** A calendar day of twenty-four hours each.
- 1.1.20 **FIELD ORDER:** A written order directing a change in the Project issued by the Project Manager to the Contractor during construction.
- 1.1.21 **INSPECTOR:** The Town's authorized representative assigned to make detailed inspection of the Work performed by the Contractor.
- 1.1.22 **NOTICE OF AWARD:** The written notice of the acceptance of the Bid from the Town to the successful Bidder.
- 1.1.23 **NOTICE OF CONSTRUCTION ACCEPTANCE:** The written acknowledgment that construction is complete which starts the warranty period.
- 1.1.24 **NOTICE OF FINAL ACCEPTANCE:** The written acceptance of Work performed under the Contract, following satisfactory conclusion of the warranty period.
- 1.1.25 **NOTICE TO PROCEED:** The written notice by the Town to the Contractor authorizing it to proceed with the Work which establishes the Contract commencement and Contract Coordinators.
- 1.1.26 **NOTICE OF SUBSTANTIAL COMPLETION:** The written notice of the date, as certified by the Project Manager, when the Project or a specified part is sufficiently completed, according to the Contract, so the Project or specified part can be used for the intended purposes.
- 1.1.27 **OWNER:** The Town; see 1.1.36.
- 1.1.28 **PROJECT:** The undertaking to be performed as provided in the Contract.
- 1.1.29 **PROJECT MANAGER:** The authorized representative of the Town, known as the Project Manager, assigned to the Project to ensure that all Work is performed according to the terms and conditions of the Contract. Also see Article 10, "Project Manager's Responsibilities."
- 1.1.30 **SHOP DRAWINGS:** All drawings, diagrams, illustrations, brochures, schedules, and other data prepared by the Contractor, a Subcontractor, manufacturer, Supplier or distributor which illustrate how specific portions of the Work will be fabricated or installed.
- 1.1.31 **SPECIAL CONDITIONS:** Additions to the General Conditions containing instructions and conditions peculiar to an individual Project.
- 1.1.32 **SPECIFICATIONS:** A part of the Contract Documents consisting of written technical description of materials, equipment, construction systems, standards, and workmanship.
- 1.1.33 **SUBCONTRACTOR:** Any person, company, firm or corporation, having a subcontract with the Contractor to furnish and perform on-site labor, with or without furnishing materials for the project.
- 1.1.34 **SUPPLIER:** Any person or organization who supplies materials or equipment for the Work, including that fabricated to a special design, but who does not perform labor at the site.

- 1.1.35 SURETY: The entity which is bound with and for the Contractor for the Performance and Payment Bonds.
- 1.1.36 TOWN: The Town of Johnstown, in the State of Colorado, acting by and through its Mayor, Town Council, Town Manager, or other authorized representative.
- 1.1.37 UNIT PRICE: An amount stated in the Bid as a price per unit of measurement for materials or services as described in the Contract.
- 1.1.38 WORK: The construction and services required by the Contract, whether completed or partially completed, including all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may be the whole or a part of the Project.
- 1.1.39 WORK DAYS: Includes all days in the month the Contractor is permitted to work; excludes weekends and holidays.

ARTICLE 2 - PRELIMINARY MATTERS

2.1 Notice to Proceed

- 2.1.1 Following the execution of the Contract by the Parties, the Project Manager will give the Contractor written Notice to Proceed with the Work. The Contractor shall begin and continue the Work regularly and without interruption (unless otherwise directed in writing by the Project Manager) with the force necessary to complete the Work within the time stated in the Contract

2.2 Contractor's Understanding

- 2.2.1 The Contractor agrees that, by careful examination, it is satisfied as to the nature and location of the Work, the conformation of the ground, the character, quality, and quantity of the materials to be encountered, the character of equipment and facilities needed before beginning and for the Project, the general and local conditions, and all other matters, which can in any way affect the Work under the Contract. No oral agreement with any officer, agent or employee of the Town either before or after the execution of the Contract shall affect or change any of the terms or obligations contained in the Contract.

2.3 Contractor's Warranty

- 2.3.1 The Contractor warrants that it has the knowledge, ability, experience, and expertise to perform the Work competently. The Contractor warrants the capacity of the Contractor's construction personnel, and its ability to complete the Project within the allotted time.

2.4 Contractor's License and Permits

- 2.4.1 The Contractor will obtain all licenses and permits required to do the Work. Whenever necessary, the Contractor will have a Contractor's License with the Town by the time of Notice of Award. It will have all permits required by the Town, as well as those required by County, State and Federal agencies. The Town will not charge for Town permits, although a charge may apply for Contractor's License or for use fees. Subcontractors shall also have a Town of Johnstown Contractor's License and the proper permits. The Town will not charge for the Subcontractor's permits.

2.5 Schedules, Reports, and Records

- 2.5.1 Before beginning construction, the Contractor shall submit to the Project Manager a Construction Progress Schedule, on a form approved by the Project Manager, showing all Work the Contractor and all Subcontractors will perform. The Project Manager may require the Contractor to substitute
- 2.5.2 The schedule shall be in enough detail for the Project Manager to readily determine the Work to be performed each day. When requested by the Project Manager, the Contractor shall update the schedule.
- 2.5.3 Before beginning construction, the Contractor shall give the Project Manager the dates it expects to submit Shop Drawings, manufacturers' details, catalog cuts or other required special detail Drawings

and also the dates of beginning manufacture, testing, delivery and installation of special equipment materials.

2.6 Contractor's Address

- 2.6.1 The address in the Bid Proposal is designated as the place to which all communications to the Contractor will be delivered or mailed. The delivery at the listed address, in person or by certified mail, of any notice, letter or other communication to the Contractor, is adequate service upon the Contractor, and the date of the service is the date of delivery. In addition, notice may be provided by electronic mail (e-mail) on the condition that the intended recipient of the e-mail acknowledges, expressly or impliedly, receipt of such email.

2.7 Notification of Utility Owners

- 2.7.1 The Contractor shall cooperate with Utility Owners to mitigate damage whenever the Contractor's work affects their utilities.
- 2.7.2 The Contractor shall not excavate without first notifying the owners, operators or association of owners and operators having underground facilities in the area of such excavation. Notice may be given in person, by telephone or in writing. Notice to an association is notice to each member of the association.
- 2.7.3 Contractor shall give notice of the commencement, extent, and duration of the excavation work at least two business days before beginning Work.
- 2.7.4 If the Project affects fences, landscaping, mailboxes, driveways and other improvements, the Contractor shall notify the affected property owners or occupants IN WRITING at least two business days before beginning Work. The Contractor shall cooperate with the owners or occupants to reduce inconvenience where reasonably possible.

2.8 Department of Revenue Forms

- 2.8.1 It is the responsibility of the Contractor to apply for a Colorado State Sales and Use Tax Exemption Certificate from the State Dept. of Revenue and to use it when purchasing materials or supplies in connection with the Project.
- 2.8.2 The Town's Tax Exemption Numbers are to be used only when obtaining the Contractor's own Tax Exemption Certificate for each specific Town project

ARTICLE 3 - DRAWINGS AND SPECIFICATIONS

3.1 Intent of Drawings and Specifications

- 3.1.1 In the Drawings and Specifications, the Town intends that the Contractor furnish all superintendence, labor, materials, tools, equipment, supplies, machinery and transportation necessary for the proper execution of the Work unless specifically noted otherwise. The Contractor shall do all the Work shown on the Drawings and described in the Specifications and all incidental Work reasonably necessary to complete the Project in a substantial and acceptable manner, and to complete fully the Work, ready for use, by the Town.
- 3.1.2 The Contractor shall complete all Work according to the Specifications and Drawings, and in compliance with applicable laws of Colorado and ordinances of the Town.
- 3.1.3 In interpreting the Contract, words describing materials or work having a well-known technical or trade meaning, unless otherwise specifically defined, will be construed according to well-known meanings as recognized by engineers, architects, and the trades.
- 3.1.4 When the Contract refers to a provision of the General Conditions or another Contract Document, the Contract means the provision as amended or supplemented by other provisions of the Contract.

- 3.1.5 When the Specifications state the words "as directed," or "as required," or "as permitted," or words of like meaning, it is understood that the direction, requirement or permission of the Project Manager is intended. Similarly, the words approved, acceptable or satisfactory shall refer to approval by the Project Manager.
- 3.1.6 The Contract Documents are intended to be complementary, and Work called for on any Drawing and not mentioned in the Specifications, or Work described in the Specifications and not shown on any Drawing, is included under the Contract as if set forth in both the Specifications and Drawings.
- 3.2 Copies of Drawings and Specifications Furnished
- 3.2.1 The Project Manager will furnish to the Contractor, free of charge, two copies of Drawings and Specifications of the Work. All additional copies will be furnished at reproduction costs.
- 3.3 Discrepancies in Drawings
- 3.3.1 Contractor shall immediately report any discrepancies found between the Drawings and Specifications and site conditions or any errors or omissions in the Drawings or Specifications to the Project Manager, who shall promptly correct such error or omission IN WRITING. Any affected Work done by the Contractor after discovery of such discrepancies, errors or omissions and affected by those is done at the Contractor's risk. In all cases, the Project Manager shall decide the intent of the Drawings and Specifications. The decision is final.
- 3.4 Dimensions
- 3.4.1 Figured dimensions shall govern over scaled dimensions.
- 3.5 Drawings and Specifications at Job Site
- 3.5.1 The Contractor shall keep one complete set of all Drawings and Specifications at the job-site, available to the Project Manager at all times.
- 3.6 Shop Drawings
- 3.6.1 The Contractor shall provide Shop Drawings, settings, schedules, and such other Drawings as may be necessary for the prosecution of the Work in the shop and in the field as required by the Drawings, Specifications or Project Manager's instructions.
- 3.6.2 The Contractor shall submit for approval two reproducible copies of all Shop Drawings and descriptive data as applicable showing all features not fully detailed on the Drawings but essential for a completely coordinated installation.
- 3.6.3 The Town's approval of Shop Drawings indicates only that the type and kind of equipment, general method of construction or detailing are satisfactory, but the Contractor may not construe the approval as a complete check. The Contractor has the responsibility for incorporating into the Work satisfactory materials and equipment meeting the requirements of the Drawings and Specifications, the proper dimensions, and the detailing of connections.
- 3.6.4 The review of Shop Drawings is only to check for compliance with the design concept of the Project and general compliance with the Contract Documents. Approval does not indicate the waiver of any contract requirement. Changes in the Work are authorized only by separate written Change Order.
- 3.7 Record Documents
- 3.7.1 The Contractor shall keep one record copy of all Addenda, Change Orders, Drawings, Field Orders, Modifications, and Shop Drawings and Specifications in good order. The Contractor shall record any changes made during construction on the record copies. The Contractor shall make a set of "Record Drawings" by marking this set of prints with all changes from the original Drawings as bid, including all Change Orders, alignment changes, depth changes of underground pipes and utilities, and all other

items that are not the same as originally drawn. The Contractor shall keep the Record Drawings current as the Project progresses. The Project Manager may require, as a condition of the approval of the monthly progress payment, periodic inspection of the Record Drawings. The Contractor will deliver the Record Drawings to the Project Manager upon completion of the Project before Final Payment.

3.8 Differing Site Conditions

3.8.1 The Contractor shall promptly, before such conditions are further disturbed, notify the Project Manager in writing of:

3.8.1.A Subsurface or latent physical conditions at the job-site differing materially from those indicated in the Contract; or

3.8.1.B Unknown physical conditions at the job-site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in Work of the character provided for in the Contract.

3.8.2 Upon receipt of written notification from the Contractor of alleged differing site conditions, the Project Manager shall promptly investigate the conditions and if it finds the conditions materially differ, and so cause an increase or decrease in the Contractor's cost of or the time required for performance of any part of the Work under the Contract, an equitable adjustment will be made and the Contract modified in writing as provided for in Article 10 of these General Conditions. No claim will be allowed under this Article unless the Contractor has given the written notice required in Article 3.8.1.

3.8.3 No claim will be allowed under this Article if Final Payment has been made.

3.9 Surveys

3.9.1 The Project Manager has the option to develop and arrange for detail surveys through a separate contract if deemed desirable or necessary and if specifically noted as such in the Special Conditions, otherwise the Contractor shall provide all survey required to construct the Project according to the Contract Documents. The Contractor assumes full responsibility for construction according to the proposed lines and grades.

3.9.2 The Contractor shall carefully protect all monuments and property markers from disturbance or damage.

ARTICLE 4 - AVAILABILITY OF RIGHT-OF-WAY

4.1 Acquisition of Right-of-Way

4.1.1 Before issuance of Notice to Proceed, the Town shall obtain all land and right-of-way necessary for carrying out and completion of the Work to be performed pursuant to the Contract, unless otherwise mutually agreed.

4.1.2 The Town shall provide to the Contractor information which delineates and describes the lands owned and rights-of-way acquired, when necessary. The Contractor shall confine its operations within the areas designated by the Project Manager.

4.2 Access to Right-of-Way

4.2.1 The Town will provide right of access to all places necessary for the performance of the Work. Nothing contained in the Contract shall give the Contractor exclusive occupancy of the area provided by the Town. The Town, other contractors of the Town and utility companies may enter upon or occupy portions of the land furnished by the Town for any purpose, but without unreasonably interfering with the completion of the Project. Joint occupancy or use of the territory shall not be the basis of any claim for delay or damages.

4.3 State Highway Right-of-Way

4.3.1 If any part of the Project is within the right-of-way of a roadway under the jurisdiction of the Colorado Division of Transportation (CDOT), the Contractor shall obtain the necessary permits from CDOT and conform to all the requirements and restrictions indicated on the permit. The Contractor shall restore the area to its original condition, including reseeding if necessary, at the completion of the Project.

4.4 Temporary Storage Facilities

4.4.1 The Contractor may secure at its own expense, and without liability to the Town, use of any additional land that the Contractor may desire for temporary construction activities, and facilities, or storage of materials.

ARTICLE 5 - BONDS AND INSURANCE

5.1 Performance Bond and Payment Bond

5.1.1 The Contractor shall, within ten (10) days after receipt of the Notice of Award, and before the commencement of any operations hereunder execute the Contract and furnish the Town with separate Performance, and Payment Bonds each in a penal sum equal to the amount of the Contract Price, conditioned upon the Contractor's performance of all undertakings, covenants, terms, conditions, and agreements of the Contract, and upon the Contractor's prompt payment to all persons supplying labor and materials in the prosecution of the Work provided by the Contract. The Contractor and a corporate Bonding company, licensed to transact such business in the State of Colorado and acceptable to the Town, shall execute the Bonds. The Contractor bears the expense of these Bonds. If at any time the Surety on such Bonds becomes irresponsible or loses its right to do business in the State of Colorado, the Town may require another Surety, which the Contractor shall furnish within ten (10) days after receipt of written notice to do so. Evidence of authority of an attorney-in-fact acting for the corporate Surety shall be provided in the form of a certificate as to its power of attorney and to the effect that it is not terminated and remains in full force and effect on the date of the Bonds. The form of the Bonds is subject to the Town's approval.

5.2 Insurance

5.2.1 The insurance requirements contained in the Contract shall not limit or redefine the obligations of the Contractor as provided elsewhere in the Contract.

5.2.2 Only insurance companies with authority to issue policies in Colorado may provide insurance coverage under the Contract.

5.3 Insurance Requirements

5.3.1 The Contractor shall purchase and maintain, for the full period of the Contract, including any warranty period, at the Contractor's or Subcontractor's sole expense, insurance policies providing coverage as follows:

5.3.1.A General liability. The selected Contractor shall maintain including contractual liability, of at least \$1,000,000 per each occurrence plus an additional amount adequate to pay related attorney's fees and defense cost. Coverage shall include bodily injury including accidental death, property damage, personal injury, and contractual liability.

- 5.3.1.B Comprehensive Automobile Liability. The selected Contractor shall maintain comprehensive automobile liability insurance with minimum limits for bodily injury and property damage coverage of at least \$1,000,000 per each occurrence plus an additional amount adequate to pay related attorneys' fees and defense costs, for each of awarded Contractors owned, hired or non-owned vehicles assigned to or used in performance of the Agreement.
- 5.3.1.C Professional Liability/Errors and Omissions. The selected Contractor shall maintain errors and omissions insurance in the amount of \$1,000,000.
- 5.3.1.D Workers' Compensation & Employer's Liability. The selected Contractor shall maintain the following during the life of the Agreement for all employees engaged in services performed under the agreement
- Workers' Compensation insurance with statutory limits as required by the Workers' Compensation Act of the State of Colorado.
 - Employer's Liability insurance with limits of \$100,000 per accident, \$500,000 disease aggregate, and \$100,000 disease each employee.
- 5.3.2 In the event any work is performed by a Subcontractor, the selected Contractor shall be responsible for any liability directly or indirectly arising out of the services performed under an Agreement by a subcontractor, which liability is not covered by the subcontractor's insurance.
- 5.3.3 Additional Insured Clause: The insurance coverage required for the performance of the Contract must be endorsed to name the Town of Johnstown, Colorado, a municipal corporation, its council members, officers, agents, employees and volunteers, as additional insured with respect to the activities performed under the Contract.
- 5.3.4 Certificate of Insurance: As evidence of the insurance coverage required by the Contract, the Contractor shall furnish a certificate of insurance to:
- Public Works Department
450 S. Parish Ave
Johnstown, CO 80534
- 5.3.5 The certificate will specify parties who are additional insureds. Only insurance written by insurance companies authorized to do business in Colorado complies. If awarded Contractor is self-insured under the laws of the State of Colorado, awarded Contractor shall provide appropriate declarations and evidence of coverage.
- 5.3.6 As evidence of the insurance coverages required by the Contract, before beginning work under the Contract, the awarded Contractor shall furnish certificates of insurance certifying that at least the minimum coverages required here are in effect and specifying the liability coverages. The certificates of insurance shall show the type, amount, class of operations covered, effective dates and date of expiration of policies, and containing substantially the following statement: "The insurance evidenced by this Certificate will not reduce coverage or limits and will not be cancelled, except after thirty (30) days written notice has been received by the Town of Johnstown."
- 5.3.7 Continuance of Insurance: For the term of the Contract, which includes any warranty periods, the Contractor shall not cancel, materially change or fail to renew the insurance coverage, and agrees to notify the Town of Johnstown's Project Manager of any material reduction or exhaustion of aggregate policy limits. If the Contractor fails to purchase or maintain the insurance coverage set forth in these General Conditions, the Town shall have the right, but not the obligation, to procure such insurance coverage at the Contractor's expense.

ARTICLE 6 - INDEMNIFICATION

6.1 Responsibility for Damage Claims:

- 6.1.1 The Contractor shall indemnify, save harmless, and defend the Town, its officers and employees, and in all suits, actions or claims of any character brought because of: any injuries or damage received or sustained by any person, persons or property because of operations for the Town under the Contract; the Contractor's failure to comply with the provisions of the Contract; the Contractor's neglect of materials while constructing the Work; because of any act or omission, neglect or misconduct of the Contractor; because of any claims or amounts recovered from any infringements of patent, trademark, or copyright, unless the design, device, materials or process involved are specifically required by Contract; from any claims or amount arising or recovered under the "Workers' Compensation Act," by reason of the Contractor's failure to comply with the act; pollution or environmental liability; or any failure of the Contractor to comply with any other law, ordinance, order or decree. The Town may retain so much of the money due the Contractor under the Contract as the Town considers necessary for such purpose, for the Town's use. If no money is due, the Contractor's Surety may be held until such suits, actions, claims for injuries or damages have been settled. Money due the Contractor will not be withheld when the Contractor produces satisfactory evidence that it and the Town are adequately protected by commercial general liability and property damage insurance.
- 6.1.2 The Contractor also agrees to pay the Town all expenses incurred to enforce this "Responsibility for Damage Claim" agreement and if the insurer of the Contractor fails to provide or pay for the defense of the Town of Johnstown, its officers and employees, as additional insured, the Contractor agrees to pay for the cost of that defense.
- 6.1.3 Nothing in the INSURANCE PROVISIONS shall limit the Contractor's responsibility for payment of claims, liabilities, damages, fines, penalties, and costs resulting from its performance or nonperformance under the Contract.

ARTICLE 7 - CONTRACTOR'S RESPONSIBILITIES

7.1 Control of the Work

- 7.1.1 When the Contractor is not present on the Project it shall have a Superintendent or other representative acceptable to the Town present who shall, during the absence of the Contractor, be its representative and have immediate charge of the Project. The Superintendent or representative shall have the Contractor's authority to act in its absence.
- 7.1.2 Any person employed on the Project who fails, refuses or neglects to obey the Superintendent or Contractor's other designated representative, shall, upon the order of the Project Manager, be at once removed from the Project and not again employed on any part of the Project.

7.2 General Use of Subcontractors

- 7.2.1 The Contractor may utilize the services of specialty Subcontractors on those parts of the Work which, under normal contracting practices, are performed by specialty Subcontractors.
- 7.2.2 The Contractor shall not sublet or subcontract any portion of the Work to be done under the Contract until approval of such action has been obtained from the Town in writing.
- 7.2.3 The Contractor is fully responsible to the Town for the acts and omissions of its Subcontractors, and of persons either directly or indirectly employed by them.
- 7.2.4 Nothing contained in the Contract creates any contractual relationship between any Subcontractor and the Town.
- 7.2.5 The Contractor shall put appropriate provisions in all Subcontracts relative to the Work to bind Subcontractors to the terms of the Contract insofar as applicable to the Work of Subcontractors, and to give the Contractor the same power to terminate any Subcontractor that the Town may exercise over the Contractor.

- 7.2.6 The Contractor shall make available to each proposed Subcontractor, before the execution of subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement which may be at variance with the Contract Documents. Subcontractors shall similarly make copies of applicable portions of such documents available to their respective proposed Sub-Subcontractors.

7.3 Materials and Equipment Furnished by the Contractor

- 7.3.1 The Contractor shall furnish and pay the cost of all of the necessary materials not furnished by the Town, all the superintendence, labor, tools, equipment, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery and transportation. The Contractor shall perform all the work required for the construction of all structures listed and itemized under the Bid Schedule of the Bid in strict accordance with the plans, Specifications and requirements and any amendments thereto and supplemental plans and Specifications hereafter approved.
- 7.3.2 Unless otherwise provided for in the Specifications, all workmanship, equipment, materials, and articles incorporated in the Project are to be the best of their respective kinds, new and undamaged.
- 7.3.3 Materials, supplies or equipment to be incorporated into the Project shall not be purchased by the Contractor or any Subcontractor subject to chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by the seller.
- 7.3.4 The Contractor shall furnish the Project Manager, for approval, the name of the manufacturer of machinery and other equipment for materials the Contractor contemplates incorporating in the Project. The Contractor shall also furnish information on capacities, efficiencies, sizes, etc., and other information as may be required by the Project Manager. The Contractor shall submit samples for approval when requested. Machinery, equipment, materials, and articles installed or used without the Project Manager's approval are at the risk of subsequent rejection.
- 7.3.5 The Contractor shall give the Project Manager two copies of all shop manuals, operating manuals, parts lists, classifications, catalog cuts, Specifications, warranties and guarantees for all equipment and machinery installed.
- 7.3.6 Consideration of a product as an "equal" by the Project Manager may require that the manufacturer of such product furnish guarantees that extend beyond the usual product warranty time. The refusal of a manufacturer to provide such guarantees is sufficient reason for rejecting the product.

7.4 Existing Utilities

- 7.4.1 The Town has collected and shown on the Drawings available information on the location of existing underground, surface and overhead structures and utilities. However, the Town does not guarantee the results of the investigations are accurate or complete. It is the Contractor's responsibility to verify all locations of existing structures and utilities shown on the Drawings and to ascertain whether any other structures and utilities exist.
- 7.4.2 The Contractor shall support, and protect from injury, existing power lines, telephone lines, water mains, gas mains, sewers, cables, conduits, ditches, curbs, walks, pavements, driveways, and other structures in the vicinity of the Project which are not authorized to be removed until completion of the Project.

7.5 Coordination with Public Works Departments

- 7.5.1 The Contractor shall always coordinate its Work with the Town of Johnstown Public Works Department. If it becomes necessary to close portions of any water or sewer system due to construction operations, a minimum of 48 hours notification shall be given to the Utilities Department and whenever possible one week's notice should be given. It is the Contractor's responsibility to ensure continuity of the utilities.

7.6 Laws and Ordinances

- 7.6.1 The Contractor shall perform all obligations under the Contract in strict compliance with all federal, state, and municipal laws, rules, statues, charter provisions, ordinances, and regulations, applicable to the performance of the Contractor under the Contract.
- 7.6.2 The Contractor shall obtain all permits and licenses required in the prosecution of the Work.
- 7.6.3 It is unlawful and unethical for any person to offer, give or agree to give any Town employee, Town official or former Town employee, or for any Town employee, Town official or former Town employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.
- 7.6.4 It is unlawful and unethical for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor of any person associated therewith, as an inducement for the award of a subcontract or order.

7.7 Protection of Persons

- 7.7.1 It is a condition of the Contract, and the Contractor shall make a condition of each Subcontract entered into pursuant to the Contract, that the Contractor and any Subcontractor shall not require any laborer, mechanic or other person employed in performance of the Contract to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous to health or safety. The Contractor shall comply with all applicable safety rules and regulations adopted by the United States Department of Labor Occupational Safety and Health Administration (OSHA), the Industrial Commission of the State of Colorado or the Town of Johnstown, whichever is most restrictive. The Town assumes no duty to ensure that the Contractor follows the safety regulations issued by OSHA or the State of Colorado.
- 7.7.2 For operations involving trenching, excavation or any other underground construction, the Contractor's attention is specially directed to and its Work shall conform to the Construction Safety and Health Regulations, Part P Subparagraph 1926.650-653 by OSHA, latest revision.
- 7.7.3 The Contractor shall always, whether or not so specifically directed by the Project Manager, take necessary precautions to ensure the protection of the public. The Contractor shall furnish, erect, and maintain at its own expense all necessary precautions for the protection of the Work and safety of the public through and around its construction operations.

7.8 Protection of Property

- 7.8.1 The Contractor shall continuously and adequately protect the Work from damage, injury or loss arising in connection with the Contract. It shall repair or replace at its expense any such damage, injury or loss, except such as may be directly due to error in the Contract that could not have with reasonable diligence been discovered by Contractor or caused solely by agents or employees of the Town. It shall provide and maintain at its expense all passageways, barricades, guard fences, lights, and other protection facilities required by public authority or local conditions.
- 7.8.2 The Contractor is responsible for protection of all public and private property on and adjacent to the site of the Work. It shall use every precaution necessary to prevent damage to curbs, sidewalks, driveways, trees, shrubs, sod, mailboxes, fences, and other private and public improvements. It shall protect carefully from disturbance or damage all land monuments and property markers until an authorized agent has witnessed or otherwise referenced their locations, and shall not remove them until directed.

7.9 Responsibility to Repair

- 7.9.1 Should any property be damaged, the Contractor shall immediately notify the owner of such property. Unless authorized in writing by the owner of the property or directed by the Project Manager, the Contractor shall not attempt to make repairs. Written authorization from the owner to make repairs must be so worded as to save the Town harmless from any responsibility whatsoever relative to the sufficiency of the repairs. The Contractor shall give the Project Manager a copy of the written authorization to make repairs.
- 7.9.2 When any direct or indirect damage or injury is done to any public or private property or utility by or on account of any act, omission, neglect or misconduct in the execution of the Work, the Contractor shall restore the damaged property at its own expense to a condition equal to or better than that existing before such damage or injury.
- 7.9.3 The Contractor shall replace any materials and equipment lost, stolen, damaged or otherwise rendered useless during the performance of Work on the Project.

7.10 Traffic Control

- 7.10.1 The Contractor shall arrange Work to disrupt traffic as little as possible. All traffic Control Devices used shall conform to the latest edition of the Manual of Uniform Traffic Control Devices, (MUTCD). Except as otherwise permitted, two way traffic shall be maintained at all times in public roadways. At least 72 hours before starting any Work in Town right-of-way, the Contractor shall submit a detailed traffic control plan with a Right-of-Way permit for review from the Town's Public Works Department. The approval shall establish the requirements for closures related to the number of lanes and time of day lanes or streets may be closed. The Traffic Control Plan (TC Plan) shall include the name of the contractor, the name and phone number of the person responsible for the traffic control, the date for beginning and ending construction activity and hours of operation expected. The TC Plan should show the widths of streets involved, traffic lanes, the size and location of the Work area with distances from the curb, distance to the nearest intersection and the type and location of traffic control devices. No changes to the TC Plan shall be permitted without prior approval by the Town's Public Works Department.
- 7.10.2 The Contractor shall furnish and maintain all necessary signs, barricades, lights, and flaggers necessary to control traffic and provide for safety of the public, all in compliance with the MUTCD with subsequent revisions and additions, and to the satisfaction of the Town's Public Works Department.

7.11 Sanitary Regulations

- 7.11.1 The Contractor is responsible for providing proper health and sanitation facilities for its employees, in compliance with any rules and regulations of the State Board of Health or any other bodies having jurisdiction.
- 7.11.2 The Contractor shall always provide an abundant supply of safe drinking water for its employees and shall give orders against the drinking of any water known to be unsafe in the vicinity of the Project.
- 7.11.3 At convenient places, the Contractor shall provide outside toilets which are to be maintained in a sanitary condition. Toilets shall not be permitted where they may pollute a water supply.

7.12 Pollution Control

- 7.12.1 The Contractor shall comply with all applicable Federal and State laws, orders, and regulations concerning the control, prevention, and abatement of water pollution and air pollution in all operations pertaining to the Contract.
- 7.12.2 The Contractor shall use construction methods that prevent release, entrance or accidental spillage of solid matter, contaminants, debris, and other objectionable pollutants and wastes including, but not

restricted to refuse, garbage, cement, concrete, sewage effluent, industrial waste, radioactive substances, oil and other petroleum products, aggregate processing tailings, mineral salts, and thermal pollution.

7.12.3 The Contractor shall not emit dust into the atmosphere during any operations, *including but not limited to*: grading; excavating; manufacturing, handling or storing of aggregates; trenching; or cement or pozzolans. The Contractor shall use the necessary methods and equipment to collect, deposit, and prevent dust from its operations from damaging crops, orchards, fields or dwellings or causing a nuisance to persons. The Contractor is liable for any damage resulting from dust.

7.12.4 De-watering for structure foundations or earthwork operations adjacent to or encroaching on lakes, streams or water courses shall obtain required State permits and be done in a manner which prevents muddy water and eroded materials from entering the lakes, streams or water courses, by construction of intercepting ditches, bypass channels, barriers, settling ponds or by other approved means.

7.13 Stormwater Quality

7.13.1 The Contractor shall be responsible for the preservation and protection of storm water collection systems and other natural and developed drainage ways, which may be affected by Work done under the Contract. Any construction activity that disturbs one or more acres of land must obtain a Stormwater Discharge Permit Associated with Construction Activity from the Colorado Department of Public Health and Environment (CDPHE).

7.13.2 The Contractor is responsible for obtaining and complying with the requirements of the Stormwater Discharges Permit Associated with Construction Activity Permit from CDPHE until the permit has been formally inactivated.

7.13.3 Construction sites that discharge un-permitted stormwater are in violation of the Clean Water Act and local regulations, and may be subject to fines of up to \$25,000 a day per violation, or as otherwise set forth in the Clean Water Act, and subject to additional civil penalties.

7.13.4 All permit requirements must be met throughout the warranty period and until Final Stabilization is reached.

7.13.5 The Contractor shall satisfy all environmental quality standards imposed by law and take reasonable steps to minimize the environmental impact of the work. In compliance with applicable Town, state and federal law:

7.13.6 All erosion control shall be performed in accordance with Sections 208 of the Colorado Department of Transportation's Standard Specifications or Construction Best Management Practices of UDFCD Volume 3 Urban Storm Drainage Criteria Manual.

7.13.7 The Contractor shall coordinate the construction of temporary erosion control measures with the construction of permanent erosion control measures to assure economical, effective and continuous erosion control throughout the construction and warranty period.

7.13.8 Unless listed in the Bid Document, all erosion control features, including the Erosion Control Supervisor, will not be measured, but will be paid for on a lump sum basis. The lump sum price bid will be full compensation for all work required to complete the item.

7.14 Cleaning Up and Restoration

7.14.1 The Contractor shall clean up all refuse or scrap materials so the site presents a neat, orderly, and workmanlike appearance at all times.

7.14.2 Upon completion of the Project, and before final Inspection, the Contractor shall remove from the construction site and any occupied adjoining property all plants, buildings, refuse, unused materials, forming lumber, sanitary facilities, and any other materials and equipment that belong to the Contractor or its Subcontractors.

- 7.14.3 The Town may clean up and restore the construction site satisfactorily when the Contractor fails to do so. Any costs the Town incurs will be deducted from the Final Payment due the Contractor.

ARTICLE 8 - TOWN'S RESPONSIBILITIES

- 8.1.1 The Town will furnish the data required by the Contract and will make payments to the Contractor as provided by these General Conditions.

ARTICLE 9 - PROJECT MANAGER'S RESPONSIBILITIES

9.1 Project Manager

- 9.1.1 The Project Manager shall maintain the Town's authority over the Contractor relating to field direction and project administration, but does not assume liability for the Contractor's work nor control the Contractor's scheduling. The Project Manager will furnish or coordinate all explanations from consultants, field directions, horizontal and vertical control and inspections necessary to assure compliance with the Project documents, except as otherwise stated in the Project documents.

9.2 Inspection

- 9.2.1 The Project Manager shall appoint Inspectors to inspect the Project. Inspection may extend to all or any part of the Project. The Inspectors are not authorized to alter the provisions of the Drawings or Specifications, or to delay the fulfillment of the Contract by failure to inspect materials and Work with reasonable promptness.
- 9.2.2 An Inspector has authority to reject defective materials and to suspend any Work that is being done improperly subject to the final decision of the Project Manager.
- 9.2.3 The Contractor shall give the Project Manager due and timely notice of readiness when the Project is to be inspected, tested or approved by the Inspector. The Contractor shall give the Project Manager required certificates of inspection, testing or approval. Inspection, tests or approvals by the Project Manager or others do not relieve the Contractor from its obligations to perform the Work according to the requirements of the Contract.
- 9.2.4 If the Project Manager considers it necessary or advisable that previously completed or covered Work be inspected or tested, the Contractor shall uncover, expose or otherwise make the Work available to the Project Manager for inspection and testing. The Contractor shall furnish all tools, labor, material, and equipment necessary to make the Work available. If the Project Manager finds the Work defective, the Contractor shall pay for the cost of satisfactory reconstruction and making the Work available. However, if the Work is not found defective, the Contractor will be allowed an increase in the Contract Price and/or an extension of the Contract Time for costs and time directly attributable to making the Work available and for reconstruction.
- 9.2.5 If the Contractor's operations require inspecting, testing or surveying to be done outside normal working hours or on Town holidays, it shall be at the Contractor's expense.

9.3 Stop Work Order

- 9.3.1 The Project Manager has the authority to suspend Work on the Project either in whole or in part, for as long as the Project Manager deems necessary due to:
- Unsuitable weather;
 - Faulty workmanship;
 - Improper superintendence;
 - Contractor's failure to carry out orders or to perform any provision of the Contract;
 - Conditions which may be considered unfavorable for the prosecution of Work on the Project; or
 - Work being carried on in an unsafe manner.

- 9.3.2 If it is necessary to stop work for an indefinite period, the Contractor shall, if directed by the Project Manager, store all materials in such a manner that they will not become an obstruction or become damaged in any way. The Contractor shall take every precaution to prevent damage to or deterioration of the Work, providing suitable drainage and erecting temporary structures where necessary.
- 9.3.3 The Project Manager will put the Stop Work order in writing and the Contractor may not proceed with Work on the suspended portion of the Project until notified in writing by the Project Manager.

9.4 Disputes

- 9.4.1 If the Contractor considers any Work directed by the Town to be outside the scope of the Contract Documents, or if it considers any ruling of the Project Manager to be unfair, it shall immediately provide a written request to the Project Manager asking for a written instruction or decision and shall perform the Work in conformance with the Project Manager's ruling. If the Contractor considers such instructions unsatisfactory, it shall file a written protest with the Project Manager within ten (10) days after receipt.
- 9.4.2 All claims, disputes and other matters in question arising out of or relating to the Contract shall be submitted to the Project Manager in writing, providing the Town with at least thirty (30) days to attempt to resolve the claim, dispute or other matter, before the Contractor may seek mediation and thereafter, if unsuccessful, commence litigation.

ARTICLE 10 - CHANGES

10.1 General

- 10.1.1 The Town may make alterations to the Project without the consent of the Surety at any time during the Work. The Contractor shall perform the Work as changed, as if originally specified. The alterations do not invalidate the Contract in any way.
- 10.1.2 The Project Manager may, at any time, without notice to the Surety, by written notice to the Contractor, make any change in the Work to be performed within the general scope of the Contract, including but not limited to changes:
- In the Specifications (including Drawings and designs);
 - In the method or manner of the performance of the Work;
 - In facilities, equipment, materials, services or site furnished by the Town; or
 - Directing acceleration in the performance of the Work.
- 10.1.3 Any written order from the Project Manager, which may warrant a time extension or increased or decreased costs, will be treated as a Change Order under this Article provided that the Contractor gives the Project Manager written notice within seven (7) calendar days of that condition, stating the date, circumstances, and source of the order and that the Contractor regards the order as a Change Order. However, the Town will not authorize a change in the Contract Price for work done before approving a Change Order authorizing the additional work. If the Town and the Contractor do not agree to the terms of a Change Order, including the amount of additional compensation, the Contractor shall proceed with the work under the terms of the Contract and shall maintain accurate records of the costs as described in the General Conditions, Article 10.
- 10.1.4 The Contractor may not treat any order, statement or conduct of the Project Manager as a change under the Contract nor become entitled to an equitable adjustment in the Contract Price or Performance Time, except as provided in this Article.
- 10.1.5 If any change under this clause causes an increase or decrease in the Contractor's cost or the time required for the performance of any part of the Work under the Contract, whether or not changed by any order, an equitable adjustment will be made and the Contract modified in writing accordingly.

10.1.6 In no case will the price adjustment change the original Contract Price to an amount not appropriate and approved by Town Council

10.1.7 Claims for changes in the Contract Price or Contract Time of Performance will not be considered after the Final Payment has been made.

10.2 Compliance

10.2.1 The Town has appropriated the funds necessary to fund this Project. Notwithstanding any other language in this Contract, the issuance of any Change Order or other form of order or directive by the Town requiring additional compensable work to be performed which will cause the Contract Price to exceed the amount appropriated for the Work is prohibited unless the Contractor is given written assurance by the Town that lawful appropriations to cover the costs of the additional work have been made or unless the Contract contains a remedy granting provision.

10.3 Field Orders

10.3.1 The Project Manager may make changes in the details of the Project at any time, by issuing a Field Order. The Contractor shall proceed with the performance of any changes in the Project ordered by the Project Manager. If the Contractor believes that such Field Order entitles it to a change in Contract Price or Time, or both, it shall give the Project Manager written notice within ten (10) days after the receipt of the Field Order. Thereafter, the Contractor shall document the basis for the change in Contract Price or Time within thirty days.

10.4 Change Orders

10.4.1 Changes in the Contract Price are authorized only by Change Orders. Changes in Contract Time may be made by a Change Order or by other appropriate written authorization. Any requests for extension of time due to conditions outside of the Contractor's control shall be made in writing within seven (7) calendar days of that condition.

10.4.2 Any difference in cost from Change Orders shall be added to or deducted from the amount of the Contract, as the case may be. Adjustments in the amounts to be paid to the Contractor on account of changed Work will be determined by one of the following methods in the order listed:

- Unit Prices submitted in the Bid Schedule;
- Negotiated Unit Prices; and
- Negotiated lump sum.

10.5 Extras and Force Account Work

10.5.1 The Contractor shall perform any Work and furnish materials and equipment necessary or desirable for proper completion of the Contract if the Project Manager believes it necessary to order Work or materials or equipment which, in the Project Manager's opinion, are not susceptible to classification under the Unit Price items named in the Bid Schedule, and are not included in any lump sum bid item. The Project Manager will order such labor, material and equipment in writing before the extra Work is started. The labor, material and equipment will be classed as extra Work. The Town will not pay for extra Work unless the Town orders in extra work in writing. All claims for extra Work shall be submitted to the Project Manager, supplemented by any data the Project Manager requires.

10.5.2 Extra Work and Work involving a combination of increases and decreases in the Work will ordinarily be paid for at a lump sum or Unit Price agreed upon in writing by the Project Manager and Contractor before the extra Work Order is issued. In the negotiation of lump sum or Unit Prices, the agreed estimated cost of the Work plus an allowance for overhead and profit, not to exceed the allowances stated in Section 10.5.3, shall be used.

10.5.3 The allowance for overhead and profit will include full compensation for superintendence, bonds and insurance premiums, taxes (other than sales or use taxes included in the cost of materials), office

expense, and all other items of expense or cost not included in the cost of labor, materials, or equipment provided under Sections 10.5.4, 10.5.5 and 10.5.6. The allowance for overhead and profit will be according to the following schedule:

ACTUAL NECESSARY COST ALLOWANCE:

Labor	20 percent
Materials	15 percent
Equipment	10 percent

The actual necessary cost for labor, materials, or equipment will be computed according to Sections 10.5.4, 10.5.5 and 10.5.6.

Superintendence, bond and insurance premiums, taxes (other than sales or use taxes inclusive in the cost of materials), and other general expense will not be included in the computation of actual necessary cost. When all or any part of the extra Work is performed by a Subcontractor or specialty firm, the prime Contractor may add five percent of the Subcontractor's total cost for the extra Work. The Contractor shall give the Project Manager daily report sheets covering the direct cost of labor and materials and charges for equipment. The daily report sheets shall provide names or identifications and classifications of workers and hours worked, as well as size, type and identification number of equipment and hours operated. Material charges shall be substantiated by valid copies of vendors' invoices. The Project Manager will make any necessary adjustments and compile the costs of cost-plus Work. When these reports are agreed upon and signed by both parties, they become the basis of payment for the Work performed.

- 10.5.4 Labor: The cost of labor used in performing the extra Work by the Contractor, a Subcontractor, or other forces will be the sum of the actual wages paid plus any employer payments to, or on behalf of, workers for fringe benefits including health and welfare, pension, vacation, and similar purposes; all payments imposed by State and Federal laws including, but not limited to, compensation insurance, and social security payments; and the amount paid for subsistence and travel required in accordance with the regular practice of the employer.

At the beginning of the contract or as later requested by the Project Manager, the Contractor shall furnish the Project Manager proof of labor compensation rates being paid or already paid.

- 10.5.5 Materials: The cost of materials used in performing the extra Work, including transportation charges for delivery (exclusive of machinery rentals), will be the cost to the purchaser, whether Contractor, Subcontractor or other forces, from the Supplier thereof, inclusive of sales or use taxes, except if, in the opinion of the Project Manager, the cost of materials is excessive, or the Contractor does not furnish satisfactory evidence of the cost of such material. If the Project Manager finds the cost excessive or the Contractor has not furnished evidence of the cost, then the cost will be deemed to be the lowest current wholesale price for the quantity concerned delivered to the job-site less cash or trade discounts.

The Town reserves the right to furnish materials for the Work and the Contractor may not claim costs and profit on materials furnished by the Town.

The Town reserves the right to purchase from the Contractor any materials previously purchased for a project and not used. Payment for the materials will be based on the actual material cost as shown on the Supplier's invoice, any transportation charges incurred, plus a fifteen percent handling fee.

- 10.5.6 Equipment: The Contractor will be paid according to the rental rates agreed upon in writing before extra or force account Work is begun, for any machinery or special equipment (other than small tools) authorized by the Project Manager. The Contractor may furnish cost data to assist the Project Manager in the establishment of the rental rate.

The rental rates paid, as provided above, shall include the cost of fuel, oil, lubrication supplies, tools, necessary attachments, repairs and maintenance of all kinds, depreciation, storage, insurance, and all incidentals. Operator wages will be paid separately, as provided in Section 11.6.4. Individual pieces of equipment or tools having a replacement value of \$100.00 or less, whether or not consumed by use, are considered small tools and no payment will be made for them.

Rental time will not be allowed while equipment is inoperative due to breakdowns or storage on-site.

- 10.5.7 Equipment on the Work: The rental time to be paid for equipment on the extra Work is the time the equipment is in productive operation on the extra Work being performed.
- 10.5.8 Eliminating Items: The Project Manager shall notify the Contractor in writing to eliminate any items contained in the proposal unnecessary for the proper completion of the extra Work. Such action will not invalidate the Contract. The Contractor, by Change Order, will be reimbursed for actual work done and all cost incurred, including mobilization of materials and equipment before the elimination of such items.

ARTICLE 11 - CONTRACT TIME

11.1 General

- 11.1.1 Time is of the essence in the performance of all Work contemplated in the Contract. Therefore, the Work shall be commenced no later than ten (10) days from and including the date of Notice to Proceed and shall be fully completed in a satisfactory and acceptable manner within the time stated in the Contract.
- 11.1.2 The capacity of the Contractor's construction force shall be sufficient as to insure completion of the Project within the allotted time. The Contractor shall use multiple crews if necessary to complete the Project within the allotted time.

11.2 Delays

- 11.2.1 Delay claims fall into three categories: non-excusable, excusable, or compensable. Any payment for delays or the granting of time extensions require a properly executed Change Order per Article 11.

11.2.1.A Non-excusable delay is one caused by factors within the Contractor's reasonable control. The delay is the Contractor's fault; no additional time or additional compensation is allowed. Typical types of non-excusable delays are:

- Late submittal of Shop Drawings;
- Late procurement of materials or equipment;
- Insufficient personnel;
- Unqualified personnel;
- Inadequate coordination of Subcontractors or other contractors;
- Subcontractor delays;
- Late response to Town and Project Manager inquiries; or

Construction not conforming to contract requirements making repeated re- working necessary.

11.2.1.B Excusable delay is caused by factors beyond the Contractor's reasonable control, but is not the result of the Town's actions or failure to act. An excusable delay entitles the Contractor to an extension of time but no additional compensation for the cost of the delay.

11.2.1.C Compensable delay is one where the Town has failed to meet an obligation stated or implied in the Contract. If the Project Manager considers a delay as compensable, the Town will grant a time extension and reimburse the Contractor for the increased cost caused by the delay. Typical types of Town- caused delays are:

- Late approval of Shop Drawings and samples;

- Delays in answers to field inquiries by the Contractor;
- Interference with the Contractor during construction;
- Town-caused schedule changes;
- Design changes; or
- Interference by other contractor's or the Town's forces.

11.3 Failure to Complete Work on Time--Liquidated Damages

11.3.1 The Town may permit the Contractor to proceed if the Contractor fails to substantially complete the Work on or before the original date set forth for Substantial Completion in the Contract, or on or before the corrected date of Substantial Completion. In such case, the Town will deduct the sum specified in the Contract for each day that the Work remains uncompleted. This sum shall not be a penalty but is liquidated damages.

11.3.2 Liquidated Damages will be set forth in the Construction Contract.

11.3.3 The parties agree that, under all of the circumstances, the daily basis and the amount set forth as liquidated damages is reasonable and equitable. The Town expends additional personnel effort in administrating the Contract or portions of it that are not completed on time, and such efforts and the costs thereof are impossible to accurately compute. In addition, some, if not all, citizens of the Town incur personal inconvenience and lose confidence in their government as a result of public projects or parts of them not being completed on time, and the impact and damages, certainly serious in monetary as well as other terms, are impossible to measure.

11.3.4 The Contractor shall perform the Contract with due diligence, regardless of meeting the various scheduled deadlines. If, in the opinion of the Town's Project Manager, or other authorized agent of the Town, the Contractor is not prosecuting the Work under the Contract, written notice will be given and the Contractor shall have seven days to resume the Work with due diligence. Failing a cure, liquidated damages will be charged until there is resumption of prosecution with due diligence.

11.3.5 Permitting the Contractor to continue and finish the Work, or any part of it, after the time fixed for its completion, or after the date to which the time of completion may have been extended, shall not operate as a waiver on the part of the Town of liquidated damages or any of its rights under the Contract.

ARTICLE 12 - WARRANTY AND GUARANTEE;

12.1 Warranty and Guarantees

12.1.1 The Contractor and its Surety are jointly and severally responsible for the condition of all completed Work, maintenance and satisfactory operation of Work performed under the Contract for a period of two years following the Notice of Construction Acceptance or for two years after warranty work is fully satisfied. A notice of warranty work that requires repair or replacement under the warranty will be submitted to the Contractor on a Notice of Warranty Work. The Contractor and Surety are jointly and severally responsible for the satisfactory repair or replacement of any Work, materials or equipment which are found defective during this period, provided any failure results directly or indirectly from faulty workmanship or negligence by the Contractor, from faulty manufacturing or from faulty erection or improper handling of materials or equipment furnished or installed by the Contractor. Neither the Contractor nor Surety is liable for any failure resulting from the Town's neglect or improper operation of facilities or the acts of third parties.

ARTICLE 13 - SAMPLES AND TESTING; DEFECTIVE WORK AND MATERIALS

13.1 Samples and Testing

13.1.1 All materials and equipment used in the Project will be subject to sampling and testing according to generally accepted standards and as required in the Contract Documents. In the absence of direct references, the sampling and testing of materials will be done according to current specifications of the

American Society for Testing and Materials or the American Water Works Association. The Contractor shall cooperate with the Project Manager in collecting and forwarding required samples.

- 13.1.2 The Contractor shall not incorporate any materials into the Project or cover any part of the Work until it has been inspected and approved according to the Contract Documents.
- 13.1.3 The Contractor shall furnish all samples without charge. The Contractor will cooperate with the Project Manager in collecting, handling, storing, and forwarding required samples including the furnishing of manpower and equipment when necessary.
- 13.1.4 The Town will pay the cost of the initial test except when the Contract states otherwise. The Town will charge the Contractor for repeated tests due to failure of the initial test.

ARTICLE 14 - ACCESS TO WORK

14.1 Access to Work

- 14.1.1 The Project Manager and authorized representatives shall have access to the Project at any time for purposes of inspection, sampling, and testing. Access shall extend to authorized representatives of participating federal or state agencies and to other public authorities having jurisdiction established by law. The Contractor shall provide proper facilities for access to the Project.
- 14.1.2 Access to the Project shall mean wherever and whenever it is in manufacture, preparation or progress. It shall include access to payrolls, records of personnel, invoices of materials, terms and conditions of sale of materials and equipment to be incorporated in the Project, files, records, books, correspondence, instructions, Drawings, receipts, subcontracts, purchase orders, vouchers, memoranda and any other relevant data and records relating to the Contract.
- 14.1.3 The Town may, at reasonable times, inspect the place of business or worksite of the Contractor or Subcontractor at any tier which is pertinent to the performance of the Contract.

ARTICLE 15 - DEFECTIVE WORK AND MATERIALS

15.1 Defective Work and Materials

- 15.1.1 Material and workmanship not conforming to the requirements of the Contract are deemed defective. Defective Work or material shall be removed immediately from the Project site and replaced with acceptable Work and material at the Contractor's expense.
- 15.1.2 If the Contractor fails to replace rejected materials or Work within ten (10) days after receipt of written notice, the Town may replace or correct them and charge the cost to the Contractor and may terminate the right of the Contractor to proceed. Failure to detect previously installed defective materials or workmanship shall not impair the Town's right to receive a completed project which is free of defects and meets all of the requirements of the Contract Documents.

ARTICLE 16 - PAYMENTS TO CONTRACTOR AND COMPLETION

16.1 General

- 16.1.1 Unless expressly provided otherwise, the prices shown in the Bid Schedule include the cost of all labor, materials, equipment, tools, forms, services, utilities, royalties, fees, and any other thing or expense necessary to complete the Project. Items not shown on the Drawings, Specifications or Special Conditions but which are necessary to construct the Project will be considered a part of the Project whether specified or not and no separate payment will be made for these items.
- 16.1.2 Unless expressly provided otherwise in the Contract, the amount to be paid for the Work includes all labor, materials, forms, tools, scaffolding, plants, equipment, service, utilities, royalties, fees, and everything, whether temporary or permanent, necessary to complete the Project.

16.2 Determination of Amounts and Quantities

16.2.1 The Project Manager shall verify determinations of amounts and quantities of Work performed. The Project Manager shall have access to the records as stated in Article 14.

16.3 Variations in Estimated Quantities

16.3.1 Where the quantity of a pay item in the Contract is an estimated quantity and where the actual quantity of such pay item varies more than twenty-five percent below the estimated quantity stated in the Contract, the Contractor shall make an equitable adjustment in the Contract Price, upon demand of the Town. The Contract Price adjustment will be based upon any decrease in costs due solely to the variation below seventy-five percent of the estimated quantity.

Where the quantity of a pay item in the Contract is an estimated quantity and the actual quantity of such pay item is more than twenty-five percent above the estimated quantity in the Contract, the Town may elect to terminate the Contract or issue a Change Order to adjust the Contract Price.

In no case will the price adjustment change the original Contract Price to an amount not appropriated and approved by Town Council.

16.4 Monthly Pay Request

16.4.1 The Contractor shall prepare monthly pay requests for all Work completed up to that time. The Project Manager shall review and, if appropriate, approve the monthly pay requests before progress payments will be made. Once approved, the Town shall pay the progress payments within thirty (30) days.

16.4.2 In making such progress payments, the Town will retain five percent of the calculated value of completed Work. The withheld percentage of the Contract Price will be retained until the Contract is completed satisfactorily and finally accepted by the Town

16.4.3 Monthly pay requests may include the value of acceptable materials required in the construction which have been delivered on the site of the Work or to adjacent railway siding and for which acceptable provisions have been made for preservation and storage, providing the Contractor submits with its monthly pay requests, paid invoices in duplicate for the material for which payment is being requested. Material paid for by the Town becomes the property of the Town and, in the event of the default on the part of the Contractor, the Town may use or cause to be used such materials in construction of the Work provided for in the Contract.

16.4.4 The Town may withhold, in addition to retained percentages from Contractor payments, such an amount or amounts as may be necessary to cover:

16.4.4.A Claims for labor or materials furnished the Contractor or Subcontractor(s) or reasonable evidence indicating probable filing of such claims;

16.4.4.B Failure of the Contractor to make proper payment to Subcontractors or for material or labor furnished by others;

16.4.4.C A reasonable doubt that the Contract can be completed for the balance then unpaid;

- Evidence of damage to another Contractor or private property;
- Uncorrected defective Work or guarantees that have not been met;
- Failure of the Contractor to submit cost breakdowns, schedules, reports and other information required under the Contract;
- Persistent failure to carry out the Work according to the Contract; or
- Reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay.

16.4.5 The Town may disburse and has the right to act as agent for the Contractor in disbursing funds, withheld pursuant to this paragraph, to the party or parties who are entitled to payment therefrom, but the Town

assumes no obligation to make such disbursement. The Town will render to the Contractor a periodic accounting of all funds disbursed under this paragraph.

16.5 Town's Right to Accept Portion of the Project

16.5.1 The Town reserves the right to accept and make use of any completed section of the Project without invalidating the Contract or obligating the Town to accept the remainder of the Project.

16.6 Substantial Completion

16.6.1 When the Contractor considers the entire work ready for its intended use, the Contractor shall notify the Project Manager in writing that the entire Work is substantially complete (except for items specifically listed by Contractor as incomplete) and request that the Project Manager issue a Notice of Substantial Completion. Within a reasonable time, the Contractor, Project Manager and any other appropriate Town representatives shall make an inspection of the Work to determine the status of completion. If the Project Manager does not consider the Work substantially complete, the Project Manager will notify the Contractor in writing giving the reasons for denial of the Notice of Substantial Completion. If the Project Manager considers the Work substantially complete, the Project Manager will prepare and deliver to the contractor a Notice of Substantial Completion which shall fix the date of Substantial Completion. The Project Manager shall attach to the certificate a tentative list ("punch list") of items to be completed or corrected before Final Payment. Warranties required by the Contract shall commence on the date set in the Notice of Construction Acceptance for the Project, or the date set in the Notice of Construction Acceptance for a designated portion of the Project, unless otherwise provided in the notice of Substantial Completion.

16.7 Construction Acceptance

16.7.1 When the Work specified in the Contract is completed and the final cleanup has been performed, the Contractor shall notify the Project Manager that all Work under the Contract has been completed and the Project Manager shall, within fourteen calendar days of receipt of such notice, make the final inspection. If the Project Manager finds that the Project has been completed according to the requirements set forth in the Contract, the Town, upon the recommendation of the Project Manager, shall issue a Notice of Construction Acceptance. Notices of Construction Acceptance issued orally or without proper Town authorization are void. Town will not make the final payment under the Contract before it issues a Notice of Construction Acceptance.

16.8 Claims Against the Contractor

16.8.1 As provided by Colorado law, persons or businesses, including Subcontractors, who have not been promptly paid by the Contractor and who have provided materials, services and labor of any kind, or labor and material incidental to the completion of the Project, may file claims and the Town may withhold from the Contractor an amount sufficient to cover such claims.

16.9 Final Payment

16.9.1 The Town shall make a Final Settlement within sixty days after the Notice of Construction Acceptance is issued by the Town.

16.9.2 After the Notice of Construction Acceptance is issued by the Town, a Notice of Final Settlement shall be advertised at least twice, not less than ten (10) days before the date of Final Settlement, in a newspaper of general circulation in the county where the Work was done. If no claims are filed before the expiration of ten (10) days from the date of the last publication of the Notice of Final Settlement, the Final Payment, including retainages, may be made.

16.9.3 If any Subcontractor or Supplier files a claim before the expiration of ten (10) days from the date of the last publication of the Notice of Final Settlement, for Work done or material furnished that has not been paid for by the Contractor, the Town shall withhold from Final Payment to the Contractor sufficient

funds to insure the payment of the claims. The funds shall not be withheld longer than ninety days the date of Final Settlement unless a legal action is started within that time to enforce payment of the claims.

- 16.9.4 At the end of ninety days, or any time before, if the person filing the claim acknowledges receipt of payment for the claim, or otherwise releases the claim in writing, the Town shall pay the Contractor the monies not subject to suit or lis pendens notices.
- 16.9.5 Monies that are the subject of a suit will be withheld until a judgment is rendered in the suit.
- 16.9.6 Notwithstanding any other provision of the Contract, the Town shall comply with the Colorado Public Works Act, § 38-26-101, *et seq.*, C.R.S. and, if any such statutory requirements differ from the terms of the Contract, the statutory requirements shall control.

ARTICLE 17 - CONTRACT TERMINATION

17.1 Town's Right to Terminate Contract for Convenience

- 17.1.1 The Town shall, at any time, have the right to terminate the Contract, for convenience, upon giving written notice to the Contractor. The Contractor shall be entitled to the full amount of the approved estimate for the Work satisfactorily completed under the Contract up to the time of such termination, including the retained percentage. The Town shall reimburse the Contractor for such expenditures as, in the judgment of the Project Manager, are not otherwise compensated for, together with the cost of moving to and from the Project, in order that an equitable settlement is made with the Contractor.

17.2 Town's Right to Terminate Contract for Default

- 17.2.1 The Project Manager, acting on behalf of the Town, may serve notice upon the Contractor and its Surety of the intention to terminate the Contract if the performance of the Work set forth under the Contract is unnecessarily or unreasonably delayed by the Contractor, or if any of the provisions of the Contract are being violated by the Contractor or its Subcontractors. The Contract shall thereafter be terminated unless, in the opinion of the Project Manager, the Contractor corrects the violation within five days after the notice is served. In the event of such termination, the Project Manager, acting on behalf of the Town, shall immediately serve notice of the termination and the Surety's right to complete the Contract upon the Surety and the Contractor. The Surety shall have the right to take over and perform the Work called for in the Contract. The Surety is then bound by all the provisions of the Contract. If the Surety does not commence performance of the Work within ten (10) days from the date of the notice, the Town may take over the Project and, without prejudice to any other remedies, complete the Project and the Contractor and its Surety shall be liable to the Town for any excess costs incurred by the Town and any other damages permitted by law.

17.3 Contractor's Right to Terminate Contract

- 17.3.1 The Contractor may terminate the Contract if the Work is stopped for a period of three months under any order of any court or other public authority through no act or fault of the Contractor or of anyone employed by it.
- 17.3.2 The Contractor may suspend Work if Town fails to make payments at the times provided in the Contract and the Contractor has given the Town written notice seven days before suspending Work. The Contractor may terminate the Contract, at its option, if the Town continues to be in default thirty days after the date of the written notice. Failure by the Town to make payments at the times provided is a bar to any claim by the Town against the Contractor for delay in completion of the Project if the Contractor suspended Work for that reason.
- 17.3.3 If the Contractor terminates the Contract, it may recover the price of all Work done and materials provided and all damages sustained.

ARTICLE 18 - EQUAL OPPORTUNITY

18.1 General: During the performance of the Contract, the Contractor agrees as follows:

18.1.1 The Contractor shall not discriminate against any employee or applicant for employment because of race, color, age, disability, religion, sex, national origin, or as otherwise prohibited by law.

18.1.2 The Contractor shall ensure that all Subcontractors shall not discriminate against any employee or applicant for employment because of race, color, age, disability, religion, sex, national origin, or as otherwise prohibited by law.

ARTICLE 19 - MISCELLANEOUS

19.1 Reservation of Right to Bar Persons from the Work and Site:

19.1.1 The Town reserves the right to bar any person, including employees of the Contractor and Subcontractors, from the Project site. This shall not be treated as a request for the employee's termination but a request that the employee not be assigned to work on the Town Work site. No increase in contract time or price is authorized.

19.2 Financial Obligations of Town:

19.2.1 All financial obligations of the Town under the Contract are contingent upon appropriation, budgeting, and availability of specific funds to discharge such obligations. Nothing in the Contract shall be deemed a pledge of the Town's credit, or a payment guarantee by the Town to the Contractor.

19.3 Assignment/transference:

19.3.1 The Contractor may not assign or transfer any interest in the Contract, including any money due or to become due, without the prior written consent of the Town.

19.4 Amendments:

19.4.1 The parties shall only amend the Contract in writing with the proper official signatures and, if required elsewhere in this Contract, on the proper forms.

19.5 Waiver:

19.5.1 No waiver of a breach or default under the Contract is a waiver of any other or subsequent breach or default. Neither the acceptance of the Work by the Town nor the payment of all or part of the sum due the Contractor hereunder shall constitute a waiver by the Town of any claim the Town may have against the Contractor.

19.6 Governing Law:

19.6.1 The Contract is governed and to be construed according to the laws of the State of Colorado. Venue and jurisdiction for any court action filed regarding the Contract shall be in Weld County, Colorado.

19.7 Binding Contract:

19.7.1 The Contract is binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns.

CONSTRUCTION CONTRACT

25296- TOWN OF JOHNSTOWN STATE HIGHWAY 60 AND CARLSON BLVD INTERSECTION IMPROVEMENTS

THIS CONTRACT is made at the Town of Johnstown, Colorado, by and between the **Town of Johnstown, Colorado** (Town), a municipal corporation, Morton Electric, Inc. (Contractor), a Colorado corporation, whose address is 1049 Meadow Lane, Pueblo, Colorado 81006.

In consideration of these mutual covenants and conditions, the Town and Contractor agree as follows:

SCOPE OF WORK. The Contractor shall execute the entire Work described in the Contract.

CONTRACT DOCUMENTS. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, written or oral representations and agreements. The Contract incorporates the following Contract Documents. In resolving inconsistencies among two or more of the Contract Documents, precedence will be given in the same order as enumerated.

LIST OF CONTRACT DOCUMENTS.

The Contract Documents, except for Modifications issued after execution of this Agreement, are:

1. Change Orders;
2. Construction Contract;
3. The following addenda, if any:
No 1 - Date: 1/25/23 and No 2 – Date: 1/25/23
4. Special Conditions posted in the Project Manual dated 1/10/23
5. Construction Contract General Conditions (“General Conditions”);
6. Required Contract Provisions Federal-Aid Construction Contracts;
7. Technical Specifications: Part of Bid Set Project Manual dated 1/10/23
8. The following Drawings: 25296 SH60-Carlson 100% plans.pdf – Posted 1/10/23
9. Notice to Proceed;
10. Notice of Award;
11. Invitation to Bid; 1/10/23
12. Bid Bond;
13. Proposal; February 2, 2023
14. Information and Instructions to Bidders: Part of Project Manual posted - 1/10/23
15. Performance Bond and Payment Bond;
16. Insurance Certificates; and
17. Progress Schedule.

CONTRACT PRICE. The Town shall pay the Contractor on a per unit price basis for the total quantity of Work performed and the completion of the Project according to the Contract, subject to change orders as approved in writing by the Town, under the guidelines in the General Conditions. The Town will pay the Contractor, in accordance with the unit prices of the Bid Schedule, a total amount not to exceed seven hundred and fourteen thousand six hundred seventy dollars and 70 cents [\$714,670.70] (Contract Price), to the Contractor, subject to full and satisfactory performance of the terms and conditions of the Contract. The Town has appropriated sufficient funds for this work.

COMPLETION OF WORK. The Contractor must begin work covered by June 1, 2023 and must be substantially complete by August 20, 2023.

LIQUIDATED DAMAGES. If the Contractor fails to substantially complete the Work by the date set for substantial completion in the Contract, or if the completion date is extended by a change order, by the date set in the change order, the Town may permit the Contractor to proceed, and in such case, may deduct the sum of \$250.00 for each calendar day that the Work shall remain uncompleted from monies due or that may become due the Contractor. This sum is not a penalty but is the cost of field and office engineering, inspecting, interest on financing and liquidated damages.

The parties agree that, under all of the circumstances, the daily basis and the amount set for liquidated damage is a reasonable and equitable estimate of all the Town's actual damages for delay. The Town expends additional personnel effort in administering the Contract or portions of it that are not completed on time, and such efforts and the costs thereof are impossible to accurately compute. In addition, some, if not all, citizens of the Town of Johnstown incur personal inconvenience and lose confidence in their government as a result of public projects or parts of them not being completed on time, and the impact and damages, certainly serious in monetary as well as other terms are impossible to measure.

SERVICE OF NOTICES. Notices to the Town are given if sent by registered or certified mail, postage prepaid, to the following address:

TOWN OF JOHNSTOWN
ATTN: Matt LeCerf
450 S. Parish Ave
JOHNSTOWN, CO 80534

Notice may also be provided by electronic mail (e-mail) to MLeCerf@JohnstownCO.gov on the condition that Matt LeCerf acknowledges receipt of such email.

INSURANCE PROVISIONS. The Contractor must not begin any work until the Contractor obtains, at the Contractor's own expense, all required insurance as specified in the General Conditions. Such insurance must have the approval of the Town of Johnstown as to limits, form and amount.

RESPONSIBILITY FOR DAMAGE CLAIMS. The Contractor shall indemnify, save harmless, and defend the Town, its officers and employees, from and in all suits, actions or claims of any character brought because of: any injuries or damage received or sustained by any person, persons or property because of operations for the Town under the Contract; the Contractor's failure to comply with the provisions of the Contract; the Contractor's neglect of materials while constructing the Work; because of any act or omission, neglect or misconduct of the Contractor; because of any claims or amounts recovered from any infringements of patent, trademark, or copyright, unless the design, device, materials or process involved are specifically required by Contract; from any claims or amount arising or recovered under the "Workers' Compensation Act," by reason of the Contractor's failure to comply with the act; pollution or environmental liability; or any failure of the Contractor to comply with any other law, ordinance, order or decree. The Town may retain so much of the money due the Contractor under the Contract, as the Town considers necessary for such purpose, for the Town's use. If no money is due, the Contractor's Surety may be held until such suits, actions, claims for injuries or damages have been settled. Money due the Contractor will not be withheld when the Contractor produces satisfactory evidence that the Contractor and the Town are adequately protected by public liability and property damage insurance.

The Contractor also agrees to pay the Town all expenses incurred to enforce this "Responsibility for Damage Claim" agreement and if the Contractor's insurer fails to provide or pay for the defense of the Town of Johnstown, its officers and employees, as additional insureds, the Contractor agrees to pay for the cost of that defense.

Nothing in the **INSURANCE PROVISIONS of the General Conditions** shall limit the Contractor's responsibility for payment of claims, liabilities, damages, fines, penalties, and costs resulting from its performance or nonperformance under the Contract.

STATUS OF CONTRACTOR. The Contractor is performing all work under the Contract as an independent contractor and not as an agent or employee of the Town. No employee or official of the Town will supervise the Contractor nor will the Contractor exercise supervision over any employee or official of the Town. The Contractor shall not represent that it is an employee or agent of the Town in any capacity. **The Contractor and its employees are not entitled to Town Workers' Compensation benefits and are obligated to pay federal and state income tax on money earned pursuant to the Contract.** This is not an exclusive contract.

THIRD PARTY BENEFICIARIES. None of the terms or conditions in the Contract shall give or allow any c benefit, or right of action by any third person not a party to the Contract. Any person except the Town or the Contractor receiving services or benefits under the Contract shall be only an incidental beneficiary.

GOVERNMENTAL IMMUNITY. The parties understand and agree that the Town is relying on, and does not waive or intend to waive by any provision of the Contract, the maximum monetary limitations on recovery of judgments or damages, or any other rights, immunities, limitations, and protections provided by the Colorado Governmental Immunity Act, § 24-10-101, *et seq.*, C.R.S., as from time to time amended, or otherwise available to the Town, its officers, employees or agents.

MEDIATION. Claims, disputes, or other matters in controversy arising out of or related to the Contract shall be subject to mediation as a condition precedent to litigation. A request for mediation shall be made in writing and delivered to the other party to the Contract. In the event that mediation is not concluded within sixty (60) days from the date of filing, unless the parties agree to a longer period, the moving party may commence litigation. The parties shall share the mediator's fee and any filing fees equally. If the parties are unable to agree to a mediator, the parties shall utilize the Judicial Arbiter Group, Inc. in Denver, Colorado. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

INTEGRATION. The Contract is an integration of the entire understanding of the parties with respect to the matters set forth in it.

DEFINITIONS. The Definitions in the General Conditions apply to the entire Contract unless modified within a Contract Document.

CONTRACTOR

By: [Signature]
Title: President

NOTARY BLOCK

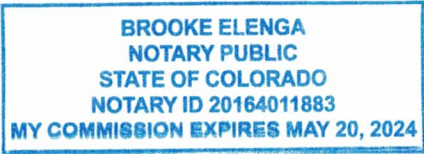
State of Colorado)
County of Pueblo) ss:

The foregoing instrument was acknowledged before me by Joe Morton,
(Name of party signing)
as President of Morton Electric, Inc.
(Title of party signing) (Name of corporation)

a Colorado corporation, on behalf of the corporation, this (State of incorporation)
22nd day of February, 2022.

Witness my hand and official Seal.

My Commission expires May 20, 2024



[Signature]
Notary Public

**REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Non-segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

ATTACHMENTS

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

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work

performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

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

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

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

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

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

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

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

1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

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

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

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

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

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

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

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

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

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide

sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

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

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

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

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

10. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

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

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

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

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

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

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

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

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

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway

Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

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

1. Minimum wages (29 CFR 5.5)

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

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

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

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

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

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

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

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

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

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

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

2. Withholding (29 CFR 5.5)

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics,

including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records (29 CFR 5.5)

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

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or

subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

- (i) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;
 - (ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3;
 - (iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.
- (4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.

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

4. Apprentices and trainees (29 CFR 5.5)

a. Apprentices (programs of the USDOL).

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

Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

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

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

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

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

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

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the

corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

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

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

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

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

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

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

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor

set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility (29 CFR 5.5)

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

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

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

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1 of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 of this section. 29 CFR 5.5.

* \$27 as of January 23, 2019 (See 84 FR 213-01, 218) as may be adjusted annually by the Department of Labor; pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990).

3. Withholding for unpaid wages and liquidated damages.

The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 of this section. 29 CFR 5.5.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section. 29 CFR 5.5.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or

equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on longstanding interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

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

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance

with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

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

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

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

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.326.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders

or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.326.

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

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1. Instructions for Certification – First Tier Participants:

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

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant

who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>). 2 CFR 180.300, 180.320, and 180.325.

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

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

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

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

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

3. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

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

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

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is

submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

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

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

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

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(b) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(c) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

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

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

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

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

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier

subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.
2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)**

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

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

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

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

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

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

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

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

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

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



2000 S. Colorado Blvd., Tower II, Suite 150
Denver, CO 80222
Toll Free: (888) 795-0300

hubinternational.com

2/17/2023

Town of Johnstown
450 South Parish Ave.
Johnstown, CO 80534

RE: Morton Electric, Inc.
Bond No.: 8050830
Project: 25296 - Town of Johnstown State Highway 60 and Carlson Blvd Intersection Improvements

To Whom It May Concern:

As the contract for this project has not yet been dated, this letter is to inform you that you have the authority to insert the Contract Date on the above mentioned bond and Power of Attorney. Please remember the signed and sealed date indicated on the bonds cannot be prior to the contract date. The date must be **on** or **after** the contract date. The date on the Power of Attorney must also match the signed and sealed date of the bond. Feel free to contact me directly should you have any questions.

Respectfully,



Christina L. Townsend
AVP, Surety Account Executive
HUB International Colorado
Office: 719-884-0723
Mobile: 719-258-0421
Toll-free: 800-748-2400
Fax: 866-290-9290
christina.townsend@hubinternational.com

PERFORMANCE BOND

CONTRACTOR (name and address):

Morton Electric, Inc.
1049 Meadow Lane
Pueblo, CO 81006

SURETY (name and address of principal place of business):

Amerisure Mutual Insurance Company
P.O. Box 9098
Farmington Hills, MI 48333-9098

OWNER (name and address):

Town of Johnstown
450 South Parish Ave., Johnstown, CO 80534

CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount: \$714,670.70 Seven Hundred Fourteen Thousand Six Hundred Seventy And 70/100

Description (name and location): 25296 - Town of Johnstown State Highway 60 and Carlson Blvd Intersection Improvements
State Hwy 60 and Carlson Blvd.

BOND

Bond Number: 8050830

Date (not earlier than the Effective Date of the Agreement of the Construction Contract):

Amount: \$714,670.70 Seven Hundred Fourteen Thousand Six Hundred Seventy And 70/100

Modifications to this Bond Form: None See Paragraph 16

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

Morton Electric, Inc. _____ (seal)
Contractor's Name and Corporate Seal

By: _____
Signature

Joseph A Morton
Print Name

President
Title

Attest: Katelyn Morton
Signature

Project Coordinator
Title

SURETY

Amerisure Mutual Insurance Company _____ (seal)
Surety's Name and Corporate Seal

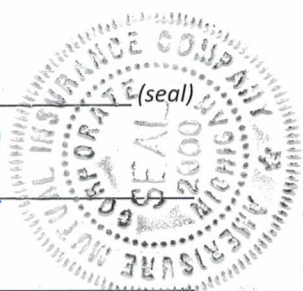
By: Christina L. Townsend
Signature (attach power of attorney)

Christina L. Townsend
Print Name

Attorney-in-Fact
Title

Attest: K'Anne E. Vogel
Signature

K'Anne E. Vogel, Witness to Surety
Title



Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

Performance Bond

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after:

3.1 The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

3.2 The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

3.3 The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence,

to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:

7.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

7.2 additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and

7.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.

9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.

Performance Bond

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

11. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

14. Definitions

14.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims

for damages to which the Contractor is entitled, reduced by valid and proper payments made to or on behalf of the Contractor under the Construction Contract. Item #10.

14.2 Construction Contract: The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

14.3 Contractor Default: Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

14.4 Owner Default: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

14.5 Contract Documents: All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

16. Modifications to this Bond are as follows: **None**



PAYMENT BOND

CONTRACTOR (name and address):

Morton Electric, Inc.
1049 Meadow Lane
Pueblo, CO 81006

SURETY (name and address of principal place of business):

Amerisure Mutual Insurance Company
P.O. Box 9098
Farmington Hills, MI 48333-9098

OWNER (name and address):

Town of Johnstown
450 South Parish Ave.
Johnstown, CO 80534

CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount: \$714,670.70 Seven Hundred Fourteen Thousand Six Hundred Seventy And 70/100

Description (name and location): 25296 - Town of Johnstown State Highway 60 and Carlson Blvd Intersection Improvements
State Hwy 60 and Carlson Blvd.

BOND

Bond Number: 8050830

Date (not earlier than the Effective Date of the Agreement of the Construction Contract):

Amount: \$714,670.70 Seven Hundred Fourteen Thousand Six Hundred Seventy And 70/100

Modifications to this Bond Form: None See Paragraph 18

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

Morton Electric, Inc. _____ (seal)

Contractor's Name and Corporate Seal

By: [Signature]
Signature

Joseph A Morton
Print Name

President
Title

Attest: Katelyn Morton
Signature

Project Coordinator
Title

SURETY

Amerisure Mutual Insurance Company _____ (seal)

Surety's Name and Corporate Seal

By: [Signature]
Signature (attach power of attorney)

Christina L. Townsend
Print Name

Attorney-in-Fact
Title

Attest: K'Anne E. Vogel
Signature

K'Anne E. Vogel, Witness to Surety
Title



Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or any other party shall be considered plural where applicable.

Payment Bond

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond shall arise after the following:
 - 5.1 Claimants who do not have a direct contract with the Contractor,
 - 5.1.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - 5.1.2 have sent a Claim to the Surety (at the address described in Paragraph 13).
 - 5.2 Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
 - 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
 - 7.2 Pay or arrange for payment of any undisputed amounts.
 - 7.3 The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.
8. The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

Payment Bond

12. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
13. Notice and Claims to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.
16. **Definitions**
- 16.1 **Claim:** A written statement by the Claimant including at a minimum:
1. The name of the Claimant;
 2. The name of the person for whom the labor was done, or materials or equipment furnished;
 3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
 4. A brief description of the labor, materials, or equipment furnished;
 5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
7. The total amount of previous payments received by the Claimant; and
8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.
- 16.2 **Claimant:** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
- 16.3 **Construction Contract:** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.
- 16.4 **Owner Default:** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- 16.5 **Contract Documents:** All the documents that comprise the agreement between the Owner and Contractor.
17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.
18. Modifications to this Bond are as follows: **None**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company are corporations duly organized under the laws of the State of Michigan (herein collectively the "Companies"), and that the Companies do hereby make, constitute and appoint:

TIMOTHY J. BLANCHARD, ANDREW P. WALTERS, CHRISTINA L. TOWNSEND, K'ANNE E. VOGEL,

ASHLEY K. ANDERSON, NIKKI M. MOSBRUCKER, JENNIFER J. WALKER, NICOLE LEE McGUIRE,

ROBERT CHARLES TORREZ and TERRI L. REESE

its true and lawful Attorney(s)-in Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge, for and on its behalf and as its act and deed, bonds or others writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts or suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

ONE HUNDRED MILLION (\$100,000,000.00) DOLLARS

This Power of Attorney is granted and signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company at meetings duly called and held on February 17, 2022.

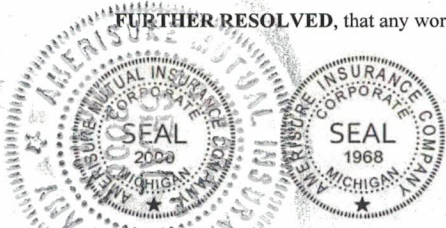
"RESOLVED, that any two of the President & Chief Executive Officer, the Chief Financial Officer & Treasurer, the Senior Vice President Surety, the Vice President Surety, or the General Counsel & Corporate Secretary be, and each or any of them hereby is authorized to execute, a Power of Attorney qualifying the attorney-in-fact named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that President & Chief Executive Officer, Chief Financial Officer & Treasurer or General Counsel & Corporate Secretary each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company;

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto electronically/digitally or by facsimile, and any such Power of Attorney or certificate bearing such electronic/digital or facsimile signatures or electronic/digital or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached;

FURTHER RESOLVED, that any work carried out by the attorney-in-fact pursuant to this resolution shall be valid and binding upon the Company."

By: Michael A. Ito, Senior Vice President

By: Aaron Green, Vice President



IN WITNESS WHEREOF, Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 12th day of April, 2022.

Amerisure Mutual Insurance Company
Amerisure Insurance Company
Amerisure Partners Insurance Company

State of Illinois
County of Kane

On this 12th day of April, 2022, before me, a Notary Public personally appeared Michael A. Ito, of Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company and Aaron Green of Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



M. Kenny, Notary Public

I, Shannon K. Anderson, the duly elected Vice President, General Counsel & Corporate Secretary of Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said Companies, which remains in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this ___ day of ___, ___.

Shannon K. Anderson

Shannon K. Anderson, Vice President, General Counsel & Corporate Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE: 02/ Item #10.

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

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

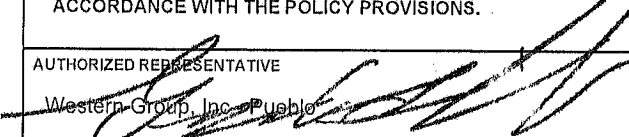
PRODUCER Pinnacol Assurance 7501 E. Lowry Blvd. Denver, CO 80230-7006	CONTACT NAME: _____ PHONE (A/C, No. Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____																				
	<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Pinnacol Assurance</td> <td></td> <td>41190</td> </tr> <tr> <td>INSURER B :</td> <td></td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A : Pinnacol Assurance		41190	INSURER B :			INSURER C :			INSURER D :			INSURER E :			INSURER F :	
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INSURER D :																					
INSURER E :																					
INSURER F :																					
INSURED Morton Electric , Inc 1049 Meadow Lane Pueblo, CO 81006																					

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ _____ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ _____ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ _____ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			4068586	05/01/2022	05/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Unless otherwise stated in the policy provisions, coverage in Colorado only. Project Name: State Highway 60 and Carlson Blvd. Intersection Improvements Refer to Acord 101 Additional Remarks Schedule for supplemental cancellation notification information.

CERTIFICATE HOLDER 2311956 Town of Johnstown Public Works Department 450 S. Parish Ave. Johnstown, CO 80534	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  Western Group, Inc. - Pueblo
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IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT (CONT)



AGENCY CUSTOMER ID: N/A

LOC #: N/A

Item #10.

ADDITIONAL REMARKS SCHEDULE

Page 3 of 4

AGENCY Western Group, Inc - Pueblo		NAMED INSURED Morton Electric , Inc 1049 Meadow Lane Pueblo, CO 81006	
POLICY NUMBER 4068586			
CARRIER Pinnacle Assurance	NAIC CODE 41190	EFFECTIVE DATE: 02/17/2023	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER Acord 25 (2016/03) FORM TITLE: Certificate of Liability Insurance

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO PROVIDE 10 DAYS WRITTEN NOTICE TO THE NAMED CERTIFICATE HOLDER, BUT FAILURE TO PROVIDE SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

CR 66 and CR 41 Intersection Project
10/20/2022

ITEM #	CONTRACT ITEM	UNIT	QUANTITY	Morton Electric, INC		Goodland Construction, INC		TechCon Infrastructure, LLC		Duran Excavating, INC	
				UNIT COST	EXTENDED COST	UNIT COST	EXTENDED COST	UNIT COST	EXTENDED COST	UNIT COST	EXTENDED COST
202-00008	Tree Trimming	HOUR	2	\$ 150.00	\$ 300.00	\$ 250.00	\$ 500.00	\$ 315.00	\$ 630.00	\$ 550.00	\$ 1,100.00
202-00090	Removal of Delineator	EA	2	\$ 65.00	\$ 130.00	\$ 250.00	\$ 500.00	\$ 28.00	\$ 56.00	\$ 136.00	\$ 272.00
202-00190	Removal of Median Cover Material	SY	5	\$ 65.00	\$ 325.00	\$ 100.00	\$ 500.00	\$ 54.00	\$ 270.00	\$ 106.00	\$ 530.00
202-00200	Removal of Sidewalk	SY	197	\$ 35.00	\$ 6,895.00	\$ 45.00	\$ 8,865.00	\$ 32.00	\$ 6,304.00	\$ 17.00	\$ 3,349.00
202-00203	Removal of Curb and Gutter	LF	156	\$ 38.00	\$ 5,928.00	\$ 15.00	\$ 2,340.00	\$ 18.00	\$ 2,808.00	\$ 10.00	\$ 1,560.00
202-00206	Removal of Concrete Curb Ramp	SY	45	\$ 40.00	\$ 1,800.00	\$ 45.00	\$ 2,025.00	\$ 45.00	\$ 2,025.00	\$ 28.00	\$ 1,260.00
202-00250	Removal of Pavement Marking	SF	187	\$ 6.60	\$ 1,234.20	\$ 4.00	\$ 748.00	\$ 4.00	\$ 748.00	\$ 12.00	\$ 2,244.00
202-00810	Removal of Ground Sign	EA	4	\$ 202.40	\$ 809.60	\$ 250.00	\$ 1,000.00	\$ 116.00	\$ 464.00	\$ 203.00	\$ 812.00
202-04010	Clean Inlet	EA	2	\$ 1,100.00	\$ 2,200.00	\$ 1,500.00	\$ 3,000.00	\$ 518.00	\$ 1,036.00	\$ 650.00	\$ 1,300.00
203-01597	Potholing	HOUR	16	\$ 275.00	\$ 4,400.00	\$ 306.00	\$ 4,896.00	\$ 315.00	\$ 5,040.00	\$ 500.00	\$ 8,000.00
207-00700	Topsoil (Onsite)	CY	48	\$ 36.00	\$ 1,728.00	\$ 85.00	\$ 4,080.00	\$ 44.00	\$ 2,112.00	\$ 44.00	\$ 2,112.00
208-00002	Erosion Log Type 1 (12 inch)	LF	102	\$ 8.72	\$ 889.44	\$ 9.00	\$ 918.00	\$ 9.00	\$ 918.00	\$ 6.00	\$ 612.00
208-00035	Aggregate Bag	LF	80	\$ 8.45	\$ 676.00	\$ 32.00	\$ 2,560.00	\$ 18.00	\$ 1,440.00	\$ 9.00	\$ 720.00
208-00046	Pre-Fabricated Concrete Washout Structure (Type 1)	EA	1	\$ 500.00	\$ 500.00	\$ 1,500.00	\$ 1,500.00	\$ 2,100.00	\$ 2,100.00	\$ 750.00	\$ 750.00
208-00053	Storm Drain Inlet Protection (Type 1)(84 Inch)	EA	2	\$ 165.43	\$ 330.86	\$ 795.00	\$ 1,590.00	\$ 450.00	\$ 900.00	\$ 275.00	\$ 550.00
208-00103	Removal and Disposal of Sediment (Labor)	HOUR	4	\$ 75.00	\$ 300.00	\$ 65.00	\$ 260.00	\$ 55.00	\$ 220.00	\$ 50.00	\$ 200.00
208-00105	Removal and Disposal of Sediment (Equipment)	HOUR	4	\$ 175.00	\$ 700.00	\$ 185.00	\$ 740.00	\$ 203.00	\$ 812.00	\$ 165.00	\$ 660.00
208-00106	Sweeping (Sediment Removal)	HOUR	5	\$ 75.00	\$ 375.00	\$ 295.00	\$ 1,475.00	\$ 213.00	\$ 1,065.00	\$ 215.00	\$ 1,075.00
212-00050	Sod	SF	407	\$ 5.14	\$ 2,091.98	\$ 3.00	\$ 1,221.00	\$ 5.50	\$ 2,238.50	\$ 4.00	\$ 1,628.00
212-00700	Organic Fertilizer	LB	18	\$ 26.18	\$ 471.24	\$ 25.00	\$ 450.00	\$ 9.50	\$ 171.00	\$ 6.00	\$ 108.00
212-00701	Compost (Mechanically Applied)	CY	4	\$ 50.79	\$ 203.16	\$ 250.00	\$ 1,000.00	\$ 265.00	\$ 1,060.00	\$ 88.00	\$ 352.00
212-00703	Humate	LB	12	\$ 39.72	\$ 476.64	\$ 25.00	\$ 300.00	\$ 19.00	\$ 228.00	\$ 5.50	\$ 66.00
212-00708	Seeding (Native) Broadcast	ACRE	0.05	\$ 13,937.00	\$ 696.85	\$ 25,000.00	\$ 1,250.00	\$ 11,000.00	\$ 550.00	\$ 15,510.00	\$ 775.50
213-00012	Spray-On Mulch Blanket	ACRE	0.05	\$ 12,556.60	\$ 627.83	\$ 25,000.00	\$ 1,250.00	\$ 17,630.00	\$ 881.50	\$ 18,150.00	\$ 907.50
240-00000	Wildlife Biologist	HOUR	4	\$ 99.00	\$ 396.00	\$ 135.00	\$ 540.00	\$ 158.00	\$ 632.00	\$ 138.00	\$ 552.00
304-06007	Aggregate Base Course (Class 6)	CY	56	\$ 175.00	\$ 9,800.00	\$ 110.00	\$ 6,160.00	\$ 208.00	\$ 11,648.00	\$ 200.00	\$ 11,200.00
403-00720	Hot Mix Asphalt (Patching)(Asphalt)	TON	2	\$ 160.00	\$ 320.00	\$ 1,500.00	\$ 3,000.00	\$ 950.00	\$ 1,900.00	\$ 1,496.00	\$ 2,992.00
503-00018	Drilled Shaft (18 Inch)	LF	21	\$ 300.00	\$ 6,300.00	\$ 332.00	\$ 6,972.00	\$ 278.00	\$ 5,838.00	\$ 243.00	\$ 5,103.00
503-00036	Drilled Shaft (36 Inch)	LF	30	\$ 725.00	\$ 21,750.00	\$ 821.00	\$ 24,630.00	\$ 590.00	\$ 17,700.00	\$ 515.00	\$ 15,450.00
503-00048	Drilled Shaft (48 Inch)	LF	21	\$ 850.00	\$ 17,850.00	\$ 916.00	\$ 12,736.00	\$ 608.00	\$ 12,768.00	\$ 532.00	\$ 11,172.00
503-00054	Drilled Shaft (54 Inch)	LF	21	\$ 1,050.00	\$ 22,050.00	\$ 1,025.00	\$ 21,525.00	\$ 767.00	\$ 16,107.00	\$ 670.00	\$ 14,070.00
607-11525	Fence (Plastic)	LF	60	\$ 5.95	\$ 357.00	\$ 9.00	\$ 540.00	\$ 4.00	\$ 240.00	\$ 8.00	\$ 480.00
608-00000	Concrete Sidewalk	SY	148	\$ 99.00	\$ 14,652.00	\$ 135.00	\$ 19,980.00	\$ 172.00	\$ 25,456.00	\$ 137.00	\$ 20,276.00
608-00010	Concrete Curb Ramp	SY	153	\$ 308.00	\$ 47,124.00	\$ 305.00	\$ 46,665.00	\$ 235.00	\$ 35,955.00	\$ 252.00	\$ 38,556.00
609-21010	Curb and Gutter Type 2 (Section I-B)	LF	12	\$ 118.80	\$ 1,425.60	\$ 85.00	\$ 1,020.00	\$ 58.00	\$ 696.00	\$ 119.00	\$ 1,428.00
609-21020	Curb and Gutter Type 2 (Section II-B)	LF	83	\$ 55.00	\$ 4,565.00	\$ 65.00	\$ 5,395.00	\$ 49.00	\$ 4,067.00	\$ 55.00	\$ 4,565.00
610-00055	Median Cover Material (Stone)	SF	142	\$ 30.00	\$ 4,260.00	\$ 35.00	\$ 4,970.00	\$ 6.50	\$ 923.00	\$ 40.00	\$ 5,680.00
613-00200	2 Inch Electrical Conduit	LF	250	\$ 22.00	\$ 5,500.00	\$ 36.50	\$ 9,125.00	\$ 22.00	\$ 5,500.00	\$ 20.00	\$ 5,000.00
613-00206	2 Inch Electrical Conduit (Bored)	LF	360	\$ 22.00	\$ 7,920.00	\$ 19.50	\$ 7,020.00	\$ 27.00	\$ 9,720.00	\$ 24.00	\$ 8,640.00
613-00300	3 Inch Electrical Conduit	LF	380	\$ 22.00	\$ 8,360.00	\$ 42.05	\$ 15,979.00	\$ 26.00	\$ 11,020.00	\$ 26.00	\$ 9,880.00
613-00306	3 Inch Electrical Conduit (bored)	LF	720	\$ 22.00	\$ 15,840.00	\$ 22.75	\$ 16,380.00	\$ 32.00	\$ 23,040.00	\$ 28.00	\$ 20,160.00
613-07002	Type Two Pull Box	EA	1	\$ 1,525.00	\$ 1,525.00	\$ 1,635.00	\$ 1,635.00	\$ 1,512.00	\$ 1,512.00	\$ 1,322.00	\$ 1,322.00
613-07003	Type Three Pull Box	EA	3.0	\$ 1,698.00	\$ 5,094.00	\$ 2,250.00	\$ 6,750.00	\$ 1,778.00	\$ 5,334.00	\$ 1,555.00	\$ 4,665.00
613-07004	Type Four Pull Box	EA	2	\$ 2,115.00	\$ 4,230.00	\$ 3,261.00	\$ 6,522.00	\$ 2,810.00	\$ 5,620.00	\$ 2,456.00	\$ 4,912.00
613-07005	Type Five Pull Box	EA	1.0	\$ 2,533.00	\$ 2,533.00	\$ 4,275.00	\$ 4,275.00	\$ 3,942.00	\$ 3,942.00	\$ 3,446.00	\$ 3,446.00
613-10000	Wiring	LS	1.0	\$ 18,100.00	\$ 18,100.00	\$ 38,090.00	\$ 38,090.00	\$ 13,760.00	\$ 13,760.00	\$ 25,941.00	\$ 25,941.00
613-13010	Luminaire (Led)(10,000 Lumens)	EA	4	\$ 1,100.00	\$ 4,400.00	\$ 1,635.00	\$ 6,540.00	\$ 1,888.00	\$ 7,552.00	\$ 1,650.00	\$ 6,600.00
613-80130	Service Meter Cabinet	EA	1	\$ 8,419.00	\$ 8,419.00	\$ 14,660.00	\$ 14,660.00	\$ 14,467.00	\$ 14,467.00	\$ 12,643.00	\$ 12,643.00
614-00011	Sign Panel (Class I)	SF	102	\$ 46.20	\$ 4,712.40	\$ 49.00	\$ 4,998.00	\$ 48.00	\$ 4,896.00	\$ 47.00	\$ 4,794.00
614-00012	Sign Panel (Class II)	SF	54	\$ 51.70	\$ 2,791.80	\$ 57.00	\$ 3,078.00	\$ 76.00	\$ 4,104.00	\$ 52.00	\$ 2,808.00
614-01503	Steel Sign Support (2 Inch Round)(Post and Socket)	EA	9	\$ 256.30	\$ 2,306.70	\$ 211.00	\$ 1,899.00	\$ 315.00	\$ 2,835.00	\$ 257.00	\$ 2,313.00
614-70150	Pedestrian Signal Face (16)(Countdown)	EA	8	\$ 684.00	\$ 5,472.00	\$ 1,010.00	\$ 8,080.00	\$ 1,095.00	\$ 8,760.00	\$ 957.00	\$ 7,656.00
614-70200	Accessible Pedestrian Signal	EA	8	\$ 1,387.00	\$ 11,096.00	\$ 1,845.00	\$ 14,760.00	\$ 2,638.00	\$ 21,104.00	\$ 2,306.00	\$ 18,448.00
614-70336	Traffic Signal Face (12-12-12)	EA	16	\$ 813.00	\$ 13,008.00	\$ 1,275.00	\$ 20,400.00	\$ 1,461.00	\$ 23,376.00	\$ 1,278.00	\$ 20,448.00
614-72855	Traffic Signal Controller Cabinet	EA	1	\$ 33,091.00	\$ 33,091.00	\$ 43,160.00	\$ 43,160.00	\$ 46,508.00	\$ 46,508.00	\$ 54,600.00	\$ 54,600.00
614-72863	Pedestrian Push Button Post Assembly	EA	4	\$ 1,044.00	\$ 4,176.00	\$ 3,020.00	\$ 12,080.00	\$ 1,420.00	\$ 5,680.00	\$ 1,241.00	\$ 4,964.00
614-72864	Fire Preemption Unit	EA	2	\$ 4,976.00	\$ 9,952.00	\$ 5,535.00	\$ 11,070.00	\$ 7,072.00	\$ 14,144.00	\$ 6,180.00	\$ 12,360.00
614-72886	Intersection Detection System (Camera)	EA	4	\$ 12,641.00	\$ 50,564.00	\$ 17,295.00	\$ 69,180.00	\$ 21,213.00	\$ 84,852.00	\$ 18,538.00	\$ 74,152.00
614-80001	Flashing Beacon (Solar Powered)	EA	1	\$ 5,000.00	\$ 5,000.00	\$ 8,255.00	\$ 8,255.00	\$ 8,685.00	\$ 8,685.00	\$ 2,264.00	\$ 2,264.00
614-81011	Traffic Signal-Light Pole Steel (1 mast Arm)(Install Only)	EA	4	\$ 3,523.00	\$ 14,092.00	\$ 6,231.00	\$ 24,924.00	\$ 2,959.00	\$ 11,836.00	\$ 2,587.00	\$ 10,348.00
614-84000	Traffic Signal Pedestal Pole Steel	EA	3	\$ 3,443.00	\$ 10,329.00	\$ 5,960.00	\$ 17,880.00	\$ 4,811.00	\$ 14,433.00	\$ 4,205.00	\$ 12,615.00
614-86105	Telemetry (Field)	EA	1	\$ 9,800.00	\$ 9,800.00	\$ 3,920.00	\$ 3,920.00	\$ 2,370.00	\$ 2,370.00	\$ 2,072.00	\$ 2,072.00

CR 66 and CR 41 Intersection Project
10/20/2022

ITEM #	CONTRACT ITEM	UNIT	QUANTITY	Morton Electric, INC		Goodland Construction, INC		TechCon Infrastructure, LLC		Duran Excavating, INC	
				UNIT COST	EXTENDED COST	UNIT COST	EXTENDED COST	UNIT COST	EXTENDED COST	UNIT COST	EXTENDED COST
614-86800	Uninterrupted Power Supply	EA	1	\$ 6,818.00	\$ 6,818.00	\$ 8,780.00	\$ 8,780.00	\$ 10,801.00	\$ 10,801.00	\$ 9,440.00	\$ 9,440.00
614-87690	Ethernet Switch	EA	1	\$ 2,170.00	\$ 2,170.00	\$ 5,645.00	\$ 5,645.00	\$ 3,151.00	\$ 3,151.00	\$ 2,754.00	\$ 2,754.00
620-00020	Sanitary Facility	EA	1	\$ 1,320.00	\$ 1,320.00	\$ 3,500.00	\$ 3,500.00	\$ 695.00	\$ 695.00	\$ 770.00	\$ 770.00
625-00000	Construction Surveying	LS	1	\$ 6,050.00	\$ 6,050.00	\$ 15,100.00	\$ 15,100.00	\$ 11,500.00	\$ 11,500.00	\$ 10,780.00	\$ 10,780.00
626-00000	Mobilization	LS	1	\$ 129,900.00	\$ 129,900.00	\$ 50,000.00	\$ 50,000.00	\$ 96,000.00	\$ 96,000.00	\$ 54,037.00	\$ 54,037.00
626-01114	Public Information Management (Tier IV)	DAY	49	\$ 115.50	\$ 5,659.50	\$ 115.00	\$ 5,635.00	\$ 140.00	\$ 6,860.00	\$ 165.00	\$ 8,085.00
627-00008	Modified Epoxy Pavement Marking	GAL	8	\$ 275.00	\$ 2,200.00	\$ 230.00	\$ 1,840.00	\$ 409.00	\$ 3,272.00	\$ 358.00	\$ 2,864.00
627-30405	Performed Thermoplastic Pavement Marking (Word-Symbol)	SF	272	\$ 17.60	\$ 4,787.20	\$ 33.25	\$ 9,044.00	\$ 28.00	\$ 7,616.00	\$ 31.00	\$ 8,432.00
627-30410	Performed Thermoplastic Pavement Marking (Xwalk-Stop Line)	SF	566	\$ 17.60	\$ 9,961.60	\$ 24.50	\$ 13,867.00	\$ 19.50	\$ 11,037.00	\$ 23.00	\$ 13,018.00
630-00007	Traffic Control Inspection	DAY	14	\$ 170.50	\$ 2,387.00	\$ 230.00	\$ 3,220.00	\$ 189.00	\$ 2,646.00	\$ 171.00	\$ 2,394.00
630-00012	Traffic Control Management	DAY	35	\$ 946.00	\$ 33,110.00	\$ 965.00	\$ 33,775.00	\$ 629.00	\$ 22,015.00	\$ 1,050.00	\$ 36,750.00
630-80340	Pedestrian Barricade (ADA)	LF	30	\$ 6.60	\$ 198.00	\$ 23.00	\$ 690.00	\$ 178.00	\$ 5,340.00	\$ 7.00	\$ 210.00
630-80341	Construction Traffic Signal (Panel Size A)	EA	10	\$ 62.70	\$ 627.00	\$ 86.00	\$ 860.00	\$ 50.00	\$ 500.00	\$ 63.00	\$ 630.00
630-80342	Construction Traffic Signal (Panel Size B)	EA	32	\$ 146.30	\$ 4,681.60	\$ 114.00	\$ 3,648.00	\$ 63.00	\$ 2,016.00	\$ 147.00	\$ 4,704.00
630-80355	Portable Message Sign Panel	EA	4	\$ 2,062.00	\$ 8,248.00	\$ 1,600.00	\$ 6,400.00	\$ 5,664.00	\$ 22,656.00	\$ 2,063.00	\$ 8,252.00
630-80360	Drum Channelizing Device	EA	40	\$ 12.10	\$ 484.00	\$ 69.00	\$ 2,760.00	\$ 50.00	\$ 2,000.00	\$ 13.00	\$ 520.00
630-80380	Traffic Cone	EA	60	\$ 6.60	\$ 396.00	\$ 6.00	\$ 360.00	\$ 9.00	\$ 540.00	\$ 7.00	\$ 420.00
630-85041	Mobile Attenuator	DAY	25	\$ 896.50	\$ 22,412.50	\$ 910.00	\$ 22,750.00	\$ 580.00	\$ 14,500.00	\$ 1,163.00	\$ 29,075.00
700-70010	F/A Minor Contract Revisions	FA	1	\$ 24,000.00	\$ 24,000.00	\$ 24,000.00	\$ 24,000.00	\$ 24,000.00	\$ 24,000.00	\$ 24,000.00	\$ 24,000.00
700-70082	F/A Furnish & Install Electrical Service	FA	1	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
700-70380	F/A Erosion Control	FA	1	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
				Morton Total Cost	\$ 714,660.70	Goodland Total Cost	\$ 792,135.00	TechCon Total Cost	\$ 776,202.00	Duran Total Cost	\$ 718,653.00
				Total From Bid		\$ 12,821,742.91		Total From Bid		\$ 12,423,928.93	
				Discrepancy		\$ (12,029,607.91)		Discrepancy		\$ (11,705,275.93)	

Some times low Bid was below the Average

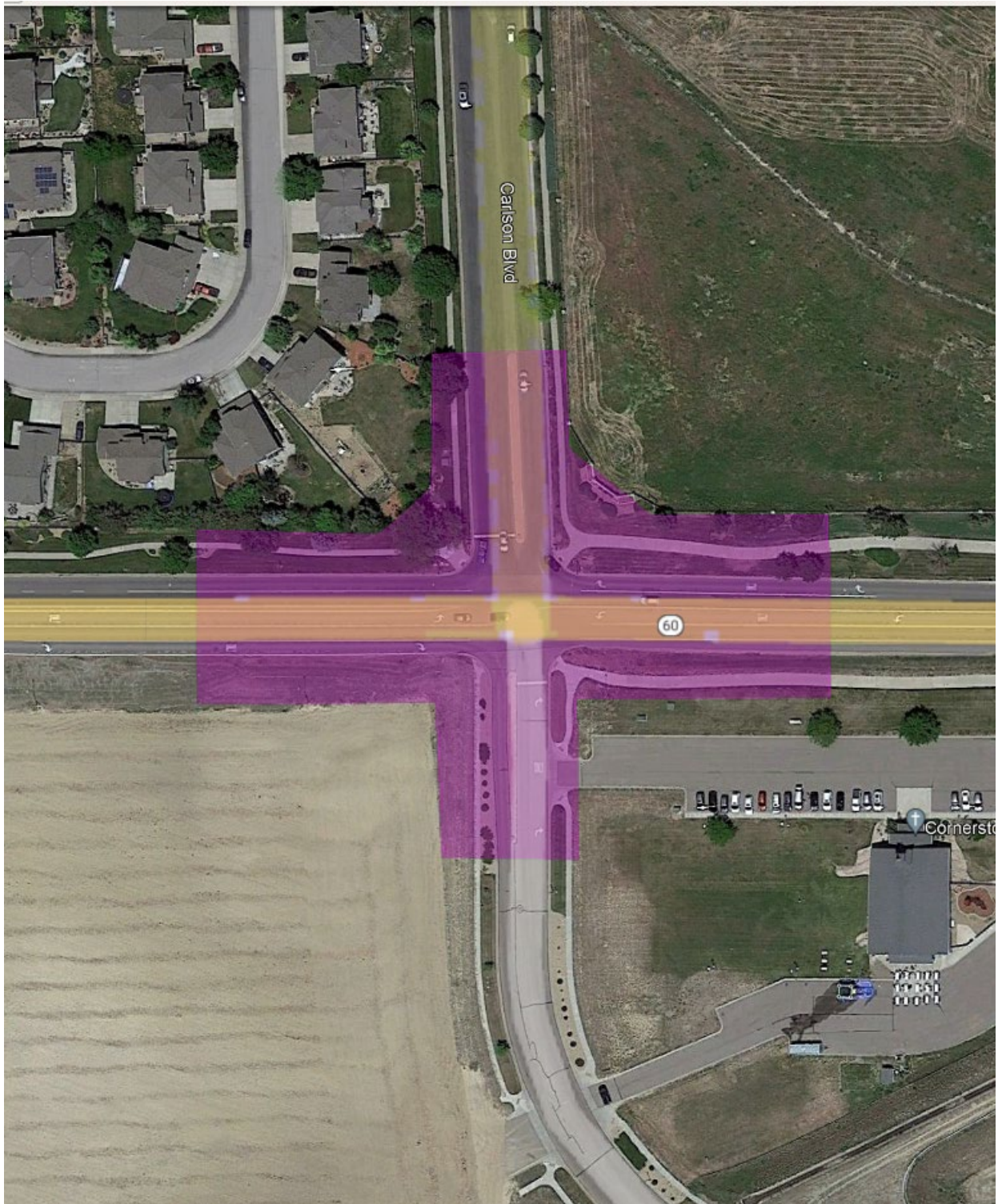
208-00046	Pre-Fabricated Concrete Washout Structure (Type 1)	EA	1	\$ 500.00
208-00053	Storm Drain Inlet Protection (Type 1)(84 Inch)	EA	2	\$ 165.43
403-00720	Hot Mix Asphalt (Patching)(Asphalt)	TON	2	\$ 160.00
608-00000	Concrete Sidewalk	SY	148	\$ 99.00
613-10000	Wiring	LS	1.0	\$ 18,100.00
613-13010	Luminaire (Led)(10,000 Lumens)	EA	4	\$ 1,100.00
613-80130	Service Meter Cabinet	EA	1	\$ 8,419.00
614-72855	Traffic Signal Controller Cabinet	EA	1	\$ 33,091.00
614-72886	Intersection Detection System (Camera)	EA	4	\$ 12,641.00
630-80360	Drum Channelizing Device	EA	40	\$ 12.10
626-00000	Mobilization	LS	1	\$ 129,900.00

Average Bid

\$ 1,212.50
\$ 421.36
\$ 1,026.50
\$ 135.75
\$ 23,972.75
\$ 1,568.25
\$ 12,547.25
\$ 44,339.75
\$ 17,421.75
\$ 36.03
\$ 82,484.25

The low bid put a lot of upfront cost in the Mobilization Item

SH 60 and Carlson Blvd Intersection Improvements Site Map





Town of Johnstown

TOWN COUNCIL AGENDA COMMUNICATIONS

- AGENDA DATE:** March 6, 2023
- SUBJECT:** Design contract with JWO Engineering for the design of Interim Improvements to the SH 60 and Colorado Blvd Intersection in the amount of \$431,435.00.
- ACTION PROPOSED:** Approval of the design contract with JWO Engineering for the design of Interim Improvements to the SH 60 and Colorado Blvd Intersection in the amount of \$431,435.0.
- ATTACHMENTS:**
1. Professional Services Contract
 2. Site Map
- PRESENTED BY:** Troy White, Public Works Director
-

AGENDA ITEM DESCRIPTION:

Included and approved in the 2023 Fiscal Year Budget is funding to design interim improvements at the Colorado Blvd. and SH 60 intersection to include additional northbound and southbound left-turn lanes from Colorado Blvd to SH 60 and placement of traffic signals at their ultimate location. The project will improve safety and the flow of traffic at this intersection. The need for this project is a result of the recent growth taking place along the SH 60 corridor and the opening of the new High School on Colorado Blvd. south of SH 60.

During the scoping of the project with the design firm, it was discovered that this intersection is skewed. A skewed intersections occurs when streets intersect at angles other than 90 degrees and can create complicated scenarios for pedestrians, bicyclists and motorists. As a result of the skewed intersection, the scope of the project needs to increase to include design alternatives for Colorado Blvd. as it approaches SH 60 from both the north and the south. It is also important to note that CDOT requires intersections to have 1% or less skew. Skewed intersection greater than 1% must be evaluated for a variance approval by CDOT.

Understanding the ultimate approach alignment of Colorado Blvd. is key to ensuring the correct placement of the interim improvements and the traffic signal pole locations. Additionally,

The Community That Cares

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determining the proper approach of Colorado Blvd to the intersection will ensure future development improvements will be performed in a manner that will ensure a coordinated approach and will result in a properly designed intersection when fully built out.

The change in the design scope is causing a change to the design price. Staff is recommending to proceed with the interim improvements to the intersection of SH 60 and Colorado Blvd. based on the descriptions provided in the Financial Advice below.

LEGAL ADVICE:

Legal has reviewed and approved the contract.

FINANCIAL ADVICE:

The Town Council approved \$140,000.00 for the design of interim improvements to the intersection of SH 60 and Colorado Blvd. However, after further analysis of this intersection during project scoping, the design will need to include the north and southbound approaches of Colorado Blvd. to the intersection to address the skew in the roadway. Therefore, a budget amendment \$291,435.00 may be necessary to complete the interim design of the intersection.

RECOMMENDED ACTION: Approval of the design contract with JWO Engineering for the design of Interim Improvements to the SH 60 and Colorado Blvd Intersection in the amount of \$431,435.00.

SUGGESTED MOTIONS:

For Approval

I move to approve the design contract with JWO Engineering for the design of Interim Improvements to the SH 60 and Colorado Blvd Intersection in the amount of \$431,435.00.

For Denial

I move to deny the design contract with JWO Engineering for the design of Interim Improvements to the SH 60 and Colorado Blvd Intersection in the amount of \$431,435.00.

Reviewed and Approved for Presentation,



Town Manager

**TOWN OF JOHNSTOWN
PROFESSIONAL SERVICES AGREEMENT**

THIS PROFESSIONAL SERVICES AGREEMENT (the “Agreement”) is made and entered into this 6th day of March 2023 (the “Effective Date”) by and between the Town of Johnstown, Colorado, a Colorado home-rule municipal corporation (the “Town”) and, JWO Engineering a Colorado LLC (“Contractor”) (collectively, the “Parties”).

RECITALS

WHEREAS, the Town desires to engage the services of Contractor and Contractor desires to provide those services more fully described on Exhibit A, attached hereto and incorporated herein by reference (“Services”), to the Town; and

WHEREAS, the Parties wish to memorialize their contractual relationship.

AGREEMENT

NOW, THEREFORE, incorporating the foregoing Recitals herein and in consideration of the mutual promises, agreements, undertakings and covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby mutually agree as follows:

SECTION 1: PARTIES

1.01 Town. The Town is a home-rule municipal corporation located in Johnstown, Colorado.

1.02 Contractor. Contractor is a private, independent business entity who will exercise discretion and judgment of an independent contractor in the performance and exercise of its rights and obligations under this Agreement.

SECTION 2: SERVICES, COMPENSATION AND TERM

2.01 Services. Contractor agrees to perform the Services for the Town.

2.02 Compensation. In consideration of Contractor’s performance of the Services contemplated herein, the Town agrees to pay Contractor the compensation set forth on Exhibit A. Contractor shall submit detailed invoices reflecting the portion of the Services completed to the date of the invoice. The Town shall provide payment for Services to Contractor within thirty (30) days of receipt of the invoice. In its discretion, the Town may withhold payment for disputed portions of invoices on the condition that the Town provides written notice to Contractor of the dispute. Upon delivery of notice, the Town and Contractor shall promptly endeavor to resolve such dispute.

2.03 Expenses: Contractor shall not incur any expense or debt on behalf of the Town

without the Town’s prior written authorization.

2.04 Term. Unless otherwise terminated in accordance with Section 5, the term of this Agreement shall be from the Effective Date through December 31, 2023, and shall not extend beyond that date absent the written approval of the Town.

SECTION 3: OPERATIONS

3.01 Contractor Status. Contractor avers that it has the background, expertise and education to provide the Services. Contractor shall be responsible for the proper performance of the Services in accordance with the terms hereof. Contractor shall obtain the necessary permits, if any, and maintain all required licenses, including but not limited to a Town business license.

3.02 Schedule. Unless otherwise set forth in Exhibit A, Contractor shall provide the Services in accordance with the timeline requested by the Town

SECTION 4: INSURANCE AND INDEMNITY PROVISIONS

4.01 Insurance.

A. Contractor understands and agrees that Contractor shall have no right of coverage under any existing or future Town comprehensive or personal injury liability insurance policies. As a material term of this Agreement, Contractor agrees to maintain and keep in force during the term of this Agreement one or more policies of insurance written by one or more responsible insurance carrier(s) authorized to do business in the State of Colorado in the following amounts:

- 1. Workers’ compensation insurance as required by law;
- 2. Commercial general or business liability insurance with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000.00) each occurrence and TWO MILLION DOLLARS (\$2,000,000.00) general aggregate;
- 3. Automobile liability insurance with minimum combined single limits for bodily injury and property damage of not less than ONE MILLION DOLLARS (\$1,000,000) for any one occurrence, with respect to each of Contractor’s owned, hired or non-owned vehicles assigned to or used in performance of the Services. In the event that Contractor’s insurance does not cover non-owned automobiles, the requirements of this paragraph shall be met by each employee of Contractor who utilizes an automobile in providing services to Town under this Agreement; and
- 4. Professional liability insurance with minimum limits of ONE MILLION DOLLARS (\$1,000,000.00) each claim and TWO MILLION DOLLARS (\$2,000,000.00) general aggregate.

B. Contractor shall procure and maintain the minimum insurance coverages

listed herein. All coverages shall be continuously maintained to cover all liability, claims, demands and other obligations assumed by Contractor pursuant to this Agreement. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. The Town shall have the right to request and receive a certified copy of any policy and any endorsement thereto. Except for workers compensation insurance, the Town shall be listed as an additional insured party on Contractor's insurance policies.

C. A certificate of insurance shall be completed by Contractor's insurance agent(s) as evidence that policies providing the required coverages, conditions and minimum limits are in full force and effect, and, upon request by the Town, shall be subject to review and approval by the Town. The certificate shall identify this Agreement and shall provide that the coverages afforded under the policies shall not be canceled, terminated or materially changed until at least thirty (30) days prior written notice has been given to Town. If the words "endeavor to" appear in the portion of the certificate addressing cancellation, those words shall be stricken from the certificate by the agent(s) completing the certificate. The completed certificate of insurance shall be provided to the Town.

4.02 Damage and Indemnity. Contractor assumes full responsibility for any and all damages caused by Contractor's exercise of its activities, or failures to act, under this Agreement. Contractor agrees that it will at all times protect, defend, indemnify and hold harmless the Town, its elected officials, employees, agents, and their successors and assigns, from and against all liabilities, losses, claims, demands, actions and costs (including reasonable attorneys' fees), arising from or related to loss or damage to property or injury to or death to any persons arising from or resulting in any manner from the actions or failures to act of Contractor or any invitees, guests, agents, employees or subcontractors of Contractor, whether brought by any of such persons or any other person.

SECTION 5: TERMINATION

5.01 Termination. The Town or Contractor may terminate this Agreement, with or without cause, by providing thirty (30) days prior written notice to the other Party. Notwithstanding the foregoing, if the Town terminates this Agreement for cause and determines that a notice period is not in the best interests of the Town, the Town may terminate this Agreement by providing written notice to Contractor effective immediately.

SECTION 6: INDEPENDENT CONTRACTOR

6.01 Independent Contractor. Contractor understands and agrees that Contractor is an independent contractor and not an employee of the Town. The Town shall not provide benefits of any kind to Contractor. The Town shall not be responsible for withholding any portion of Contractor's compensation for the payment of Federal Insurance Contributions Act (FICA) tax, workers' compensation, or other taxes or benefits. **CONTRACTOR IS NOT ENTITLED TO UNEMPLOYMENT COMPENSATION COVERAGE FROM THE TOWN. CONTRACTOR IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON MONEYS PAID PURSUANT TO THIS AGREEMENT.** As long as there is not a conflict of interest with the

Town, Contractor may engage in any other lawful business activities during the term of this Agreement.

SECTION 7: NOTICE

7.01 Notices. All notices required under this Agreement shall be in writing and shall be: 1) hand-delivered; 2) sent by registered or certified mail, return receipt requested, postage prepaid, to the addresses of the Parties herein set forth; or 3) sent by electronic mail (“email”) return receipt or written acknowledgment requested and received. All notices by hand-delivery shall be effective upon receipt. All notices by mail shall be considered effective seventy-two (72) hours after deposit in the United States mail with the proper address as set forth below. All notices by email shall be effective upon acknowledgment of receipt by the intended recipient. Either party, by notice to be given, may change the address to which future notices shall be sent.

TO THE TOWN:
Town of Johnstown
Attn: Matt LeCerf
450 S. Parish Avenue
P.O. Box 609
Johnstown, CO 80534
Email: MLeCerf@johnstownco.gov

TO CONTRACTOR:
JWO Engineering
Johnny Olson
1953 40th Ave
Greely, CO 80634
Email: jdolsons33@gmail.com

SECTION 8: MISCELLANEOUS

8.01 Time. Time is of the essence of this Agreement and of each covenant hereof.

8.02 Non-Appropriation of Funds. Pursuant to Section 29-1-110, C.R.S., as amended, financial obligations of the Town payable as set forth herein, after the current fiscal year, are contingent upon funds for that purpose being budgeted, appropriated and otherwise made available. This Agreement shall be terminated effective January 1 of the first fiscal year for which funds are not budgeted and appropriated.

8.03 Laws and Regulations. In the conduct of the Services, Contractor shall comply with all applicable laws, rules and regulations, and the directives or instructions issued by the Town or its designated representatives.

8.04 Assignment; Third Party Rights. Contractor may not assign, delegate or subcontract any part of its rights, duties or obligations under this Agreement. The Parties do not intend to confer any benefit hereunder on any person or entity other than the Parties hereto.

8.05 Amendment. This Agreement may not be amended or modified except by a subsequent written instrument signed by the Parties. Course of performance, no matter how long, shall not constitute an amendment to this Agreement.

8.06 Severability. If any part, term or provision of this Agreement is declared unlawful or unenforceable, the remainder of this Agreement shall remain in full force and effect, except that, in the event any state or federal governmental agency or court determines that the relationship between the Town and Contractor is one of employment rather than independent contractor, this Agreement shall become null and void in its entirety.

8.07 Waiver. No consent or waiver, express or implied, by the Town to or of any breach or default by Contractor in the performance by Contractor of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default by the Town. Failure on the part of the Town to complain of any act or failure to act or to declare Contractor in default, irrespective of how long such failure continues, shall not constitute a waiver by the Town of its rights hereunder.

8.08 Governmental Immunity. The Parties agree that the Town is relying on, and does not waive or intend to waive by any provision of the Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 *et seq.*, C.R.S., as amended from time, or otherwise available to the Town, its elected officials, employees or agents.

8.09 Applicable Law and Venue. This Agreement shall be construed according to the laws of the State of Colorado. Venue for any claim, proceeding or action arising out of this Agreement shall be in Weld County, State of Colorado.

8.10 Mediation. In the event of any dispute arising under this Agreement, except in the case of an action for injunctive relief, the Parties shall submit the matter to mediation prior to commencing legal action and shall share equally in the cost of the mediation.

8.11 Costs and Attorney's Fees. If any judicial proceedings may hereafter be brought to enforce any of the provisions of this Agreement, the Town, if the prevailing party, shall be entitled to recover the costs of such proceedings, including reasonable attorney's fees and reasonable expert witness fees.

8.12 Entire Agreement. The provisions of this Agreement represent the entire and integrated agreement between the Town and Contractor and supersede all prior negotiations, representations and agreements, whether written or oral.

8.13 Public Official Personal Liability. Nothing herein shall be construed as creating any personal liability on the part of any elected official, employee or agent of the Town.

8.14 No Presumption. Each Party acknowledges that it has carefully read and reviewed the terms of this Agreement. Each Party acknowledges that the entry into and execution of this Agreement is of its own free and voluntary act and deed, without compulsion. Each Party acknowledges that it has obtained, or has had the opportunity to obtain, the advice of

legal counsel of its own choosing in connection with the negotiation and execution of this Agreement and with respect to all matters set forth herein. The Parties agree that this Agreement reflects the joint drafting efforts of all Parties and in the event of any dispute, disagreement or controversy arising from this agreement, the Parties shall be considered joint authors and no provision shall be interpreted against any Party because of authorship.

8.15 Controlling Document. In the event of a conflict between the provisions in this Agreement and Exhibit A, the provisions in this Agreement shall control.

8.16 Headings. The headings in this Agreement are inserted only for the purpose of convenient reference and in no way define, limit or prescribe the scope or intent of this Agreement or any part thereof.

8.17 Counterparts. This Agreement may be executed in counterparts, each of which shall be an original, but all of which, together, shall constitute one and the same instrument.

8.18 Data Security. If Contractor has access to personal identifying information during the term of this Agreement, Contractor shall, pursuant to Section 24-73-101, *et seq.*, C.R.S., destroy all paper and electronic documents containing such personal identifying information within six months of termination of this Agreement, unless otherwise required by law. During the term of this Agreement, Contractor shall implement and maintain reasonable security procedures that are appropriate to the nature of the personal identifying information disclosed or maintained and that are reasonably designed to help protect the information from unauthorized access, use, modification, disclosure or destruction. If Contractor discovers or is informed of a security breach, Contractor shall give the Town notice in the most expedient time and without unreasonable delay, no later than ten (10) calendar days after it is determined a security breach occurred. Contractor shall cooperate with the Town in the event of a security breach that compromises computerized data, if misuse of personal information about a Colorado resident occurred or is likely to occur. Cooperation includes sharing with the Town information relevant to the security breach.

8.19 Right to Injunction. The Parties hereto acknowledge that the Services to be rendered by Contractor and the rights and privileges granted to the Town under the Agreement are of a special, unique, unusual and extraordinary character which gives them a peculiar value, the loss of which may not be reasonably or adequately compensated by damages in any action at law, and the breach by Contractor of any of the provisions of this Agreement may cause the Town irreparable injury and damage. Contractor agrees that the Town, in addition to other relief at law, shall be entitled to injunctive and other equitable relief in the event of, or to prevent, a breach of any provision of this Agreement by Contractor.

[Remainder of page intentionally left blank.]

**EXHIBIT A
SERVICES**



February 21, 2023

Troy White
450 S. Parish Ave
Johnstown, CO 80534

Subject: Scope and Fee for Design of SH60 and CR13 Intersection Improvements

Dear Troy,

Please find attached the Prime JWO Engineering Scope and Fee for the project listed above. This scope of work and fee is for the Consultant (team of JWO Engineering, Benesch, UMS, Tiglas, Rocksol and Horrocks) to provide the following scope. The Consultant proposes to perform this work on a time and materials basis not to exceed \$431,435.00. All the work will be performed to meet the CDOT Access Permit process for CDOT approvals. (No State or Federal Funding included in project)

1. Administration and Coordination
2. Concept design for the ultimate intersection to allow the Town and developers to plan future right-of-way and improvements.
3. Project will add northbound and southbound left turn lanes on Colorado Blvd and replace the signal. Signals will be placed based on SH 60's ultimate configuration from the SH 60 System Feasibility Study. The team will provide engineering services included in this scope of work for the Town of Johnstown and Includes roadway design, roadway drainage, traffic design, traffic signal design, geotechnical design (roadway and signal), environmental clearance, survey/ROW plans and ROW aquations for 5 parcels for the geometric improvements at the intersection of SH 60 /Colorado Blvd (CR13)
4. Subsurface Utility Engineering plans/report pursuant to SB 18-167 is required.
5. The team will deliver final Plans, Specification Estimate for advertisement of the project.

If you have any questions or correction, please let me know. Thanks for allowing us to support you on this project.

A handwritten signature in blue ink, appearing to read 'Johnny Olson', is written over a horizontal line.

2/21/2023

Johnny Olson, JWO Engineering

Date

SH 60 / Colorado Blvd Design Fee (Interim Left Turn Lanes)

Item #11.

Town of Johnstown	BENESCH												JWO			
2/17/2023	Sabo	Kenny	Salek	Stahr	Larsen	Moschovicl	Hebert	Floyd	Benesch Total Hours	Benesch Labor Fee	Benesch Mileage / ODC	Benesch Sub-Task Fees	Olson	JWO Labor Fee	Sub Consultants	JWO Sub-Task Fees
	Senior Project Manager	Project Assisist II	Senior Project Manager	Project Engr II	Project Manager I	Project Manager I	Designer II	Designer II					Principal			
Hourly Rates:	\$ 215	\$ 89	\$ 215	\$ 132	\$ 150	\$ 150	\$ 115	\$ 115					\$ 200			
Subs																
Eugene Lynne (survey/ROW)													1	\$ 200	\$ 79,728	\$79,928
Rocksol (geotech)													1	\$ 200	\$ 24,129	\$24,329
UMS Inc. (utility investigations)													1	\$ 200	\$ 82,686	\$82,886
Tiglas Environmental													1	\$ 200	\$ 12,992	\$13,192
Horrocks (property owner coord)													1	\$ 200	\$ 68,850	\$69,050
1) Project Management																
a) Initial Project Meetings	4		4			4			12	\$2,320	\$ 73	\$ 2,393	6	\$ 1,200		\$1,200
b) Progress Meetings	10		18			18			46	\$8,720		\$ 8,720	18	\$ 3,600		\$3,600
c) CDOT Meetings	16		16			16			48	\$9,280	\$ 260	\$ 9,540	16	\$ 3,200		\$3,200
d) Identify Design Criteria			1			1			2	\$365		\$ 365		\$ -		\$0
e) Project Management	2	2	30						34	\$7,058		\$ 7,058	30	\$ 6,000		\$6,000
2) Ultimate Intersection Concept Design																
a) Alternative Development			2	20		8			30	\$4,270		\$ 4,270	2	\$ 400		\$400
b) Risk Matrix			8	2					10	\$1,984		\$ 1,984	2	\$ 400		\$400
c) Preferred Alternative	1		2	2		2			7	\$1,209	\$ 400	\$ 1,609	2	\$ 400		\$400
d) Concept Design Exhibits			2	12					14	\$2,014		\$ 2,014	2	\$ 400		\$400
3) Preliminary Design																
a) Survey				1					1	\$132		\$ 132		\$ -		\$0
b) Subsurface Utility Engineering				1					1	\$132		\$ 132		\$ -		\$0
c) Roadway Engineering												\$ -		\$ -		\$0
i) Review existing data			1	1		1			3	\$497		\$ 497		\$ -		\$0
ii) Site Investigation	4		4	4		4			16	\$2,848	\$ 73	\$ 2,921	3	\$ 600		\$600
iii) Preliminary Horizontal / Vertical			2	12					14	\$2,014		\$ 2,014		\$ -		\$0
iv) Templates / Modeling			2	16					18	\$2,542		\$ 2,542		\$ -		\$0
v) Cross Sections							12		12	\$1,380		\$ 1,380		\$ -		\$0
vi) Ongoing Coordination	1		8	4					13	\$2,463		\$ 2,463	4	\$ 800		\$800
d) Right-of-Way									0	\$0		\$ -		\$ -		\$0
e) Landowner Coordination									0	\$0		\$ -		\$ -		\$0
f) Traffic Engineering						2	16		18	\$2,140		\$ 2,140		\$ -		\$0
g) Signal Design						8	30		38	\$4,650		\$ 4,650		\$ -		\$0
h) Geotech									0	\$0		\$ -		\$ -		\$0
i) Environmental									0	\$0		\$ -		\$ -		\$0
j) Hydrology and Hydraulics												\$ -		\$ -		\$0
i) Review existing data					8				8	\$1,200		\$ 1,200		\$ -		\$0
ii) Minor Structures				8	16				24	\$3,456		\$ 3,456		\$ -		\$0
iii) Irrigation Structures			8	4	16				28	\$4,648		\$ 4,648		\$ -		\$0
iv) Prelim Drainage Report					12				12	\$1,800		\$ 1,800		\$ -		\$0
k) Utility Conflicts			4	4					8	\$1,388		\$ 1,388		\$ -		\$0
k) Preparation for FIR												\$ -		\$ -		\$0
i) Plan Packaging			4	8	8	8	8		36	\$5,236		\$ 5,236	1	\$ 200		\$200
ii) FIR Estimate			4						4	\$860		\$ 860	1	\$ 200		\$200
iii) Submit FIR Plans			4						4	\$860		\$ 860	1	\$ 200		\$200
l) FIR												\$ -		\$ -		\$0
i) Attend the FIR	4		4	4	4	4			20	\$3,448	\$ 73	\$ 3,521	4	\$ 800		\$800
ii) Compile Comments / Minutes			4						4	\$860		\$ 860	4	\$ 800		\$800
4) Final Design																
a) Project Review			1	1		1			3	\$497		\$ 497	2	\$ 400		\$400
b) Roadway Engineering												\$ -		\$ -		\$0
i) Final Horizontal/Vertical				12					12	\$1,584		\$ 1,584		\$ -		\$0
ii) Final Detailed Design				12					12	\$1,584		\$ 1,584		\$ -		\$0
iii) Final Modeling				16					16	\$2,112		\$ 2,112		\$ -		\$0

SH 60 / Colorado Blvd Design Fee (Interim Left Turn Lanes)

Item #11.

Town of Johnstown	BENESCH												JWO			
2/17/2023	Sabo	Kenny	Salek	Stahr	Larsen	Moschovic	Hebert	Floyd	Benesch	Benesch	Benesch		Olson			
	Senior Project Manager	Project Assisist II	Senior Project Manager	Project Engr II	Project Manager I	Project Manager I	Designer II	Designer II	Benesch Total Hours	Benesch Labor Fee	Benesch Mileage / ODC	Benesch Sub-Task Fees	Principal	JWO Labor Fee	Sub Consultants	JWO Sub-Task Fees
Hourly Rates:	\$ 215	\$ 89	\$ 215	\$ 132	\$ 150	\$ 150	\$ 115	\$ 115					\$ 200			
iv) Cross Sections							8		8	\$920		\$ 920		\$ -		\$0
c) Right-of-Way									0	\$0		\$ -		\$ -		\$0
d) Hydrology/Hydraulics												\$ -		\$ -		\$0
i) Data Review						2			2	\$300		\$ 300		\$ -		\$0
ii) Minor Structures						12			12	\$1,800		\$ 1,800		\$ -		\$0
iii) Drainage Details						8			8	\$1,200		\$ 1,200		\$ -		\$0
iv) Irrigation Structures			4			8			12	\$2,060		\$ 2,060	1	\$ 200		\$200
v) Plans						8			8	\$1,200		\$ 1,200		\$ -		\$0
vi) SWMP						8		32	40	\$4,880		\$ 4,880		\$ -		\$0
vii) Final Report						12			12	\$1,800		\$ 1,800		\$ -		\$0
e) Utility Conflicts			2	2					4	\$694		\$ 694		\$ -		\$0
f) Utility Test Holing			2						2	\$430		\$ 430		\$ -		\$0
g) Major Structures									0	\$0		\$ -		\$ -		\$0
h) Construction Phasing							4	16	20	\$2,440		\$ 2,440		\$ -		\$0
i) Traffic Engineering												\$ -		\$ -		\$0
i) Signing/Striping Plans							2	16	18	\$2,140		\$ 2,140		\$ -		\$0
ii) Signal Design							8	24	32	\$3,960		\$ 3,960		\$ -		\$0
j) Plan Preparation for F.O.R.												\$ -		\$ -		\$0
i) Plan Packaging			4	8	4	4	16		36	\$4,956		\$ 4,956	1	\$ 200		\$200
ii) Specifications			8						8	\$1,720		\$ 1,720		\$ -		\$0
iii) FOR Estimate			4						4	\$860		\$ 860	1	\$ 200		\$200
iv) QA/QC	2		8		2	2			14	\$2,750		\$ 2,750	2	\$ 400		\$400
v) Submit FOR			2	1					3	\$562		\$ 562	1	\$ 200		\$200
k) Final Office Review												\$ -		\$ -		\$0
i) FOR Meeting	4		4	4	4	4			20	\$3,448	\$ 73	\$ 3,521	4	\$ 800		\$800
ii) Meeting Minutes			4						4	\$860		\$ 860	4	\$ 800		\$800
iii) FOR Revisions			4	8	4	4	8		28	\$4,036		\$ 4,036	2	\$ 400		\$400
l) Construction Plan Package			8	4		4	4		20	\$3,308		\$ 3,308	2	\$ 400		\$400
m) Record Plan Set			1	1	1	1			4	\$647		\$ 647	1	\$ 200		\$200
n) Advertisement Support												\$ -		\$ -		\$0
a) Contractor Questions			4						4	\$860		\$ 860	1	\$ 200		\$200
b) Revisions Under Ad			4	8	4	8			24	\$3,716		\$ 3,716	2	\$ 400		\$400
Subtotal	48	2	196	180	141	118	158	32	875	\$ 137,098	\$ 952	\$ 138,050	125	\$ 25,000	\$ 268,385	\$ 293,385

BENESCH FEE SUBTOTAL \$ 138,050

JWO FEE SUBTOTAL \$293,385

COMBINED FEE TOTAL \$ 431,435

**ALFRED BENESCH & CO.
SCOPE OF WORK
SH 60 & COLORAOD BLVD INTERSECTION IMPROVEMENTS**

INTRODUCTION

Alfred Benesch & Company (CONSULTANT) will provide engineering services included in this scope of work to JWO Engineering (CLIENT) and the Town of Johnstown (OWNER). The CONSULTANT will provide roadway, drainage and traffic design for geometric improvements at the intersection of SH 60 / Colorado Blvd (CR13) in Johnstown.

The CONSULTANT, CLIENT and other subconsultants will split tasks for the project generally as follows:

Scope of Work Item	JWO (CLIENT)	Benesch (CONSULTANT)	Eugene Lynn	UMS	Rocksol	Tiglas	Horrocks
Project Management	X						
Environmental Investigations						X	
Geotech & Pavement Design					X		
Roadway Design		X					
ROW Mapping			X				
ROW Plans			X				
Property Owner Coordination							X
Subsurface Utility Engineering Plans				X			
Topographic Survey			X				
Survey Control Diagram			X				
QL-A Test-Holing				X			
Hydrology & Hydraulics		X					
Signing		X					
Striping		X					
Traffic Signal Design		X					
Cost Estimates		X					

PERFORMANCE PERIOD

It is assumed this scope of work will be completed by December 31, 2023.

ASSUMPTIONS

- Project will add northbound and southbound left turn lanes on Colorado Blvd and replace the signal.
- Signals will be placed based on SH 60's ultimate configuration from the SH 60 System Feasibility Study.
- Subsurface Utility Engineering plans/report pursuant to SB 18-167 is required.
- Signal structures will follow S-614-40 and S-614-40A standards.
- Project will be approved by CDOT through an Access Permit process.
- Concept design for the ultimate intersection is also included to allow the Town and developers to plan future right-of-way and improvements.

CLIENT or OWNER will be providing:

- Adjacent development plans

Tasks by the CONSULTANT include the following:

1. PROJECT INITIATION AND CONTINUING REQUIREMENTS

As part of the project initiation and continuing requirements, CONSULTANT will perform the following:

- a. Initial Project Meetings. The CONSULTANT will conduct an internal project kick-off meeting in accordance with our quality management requirements. Select team members will attend an initial project meeting with CLIENT/OWNER.
- b. Progress Meetings. CLIENT and the CONSULTANT will meet weekly. A total of 36 progress meetings **by video** are included in this scope of work. These progress meetings will be used to coordinate and track the work effort and resolve problems.
- c. CDOT Meetings. CONSULTANT will meet with CLIENT and CDOT for coordination. Three meetings at CDOT R4 Greeley are assumed.
- d. Identify Design Criteria. Review and confirm design criteria.
- e. Project Management. The CONSULTANT PM will coordinate the work tasks being accomplished by the CONSULTANT to ensure project work completion stages are on schedule. Project staffing and assigning of tasks, scheduling and invoicing are included within this task.

2. ULTIMATE INTERSECTION CONCEPT DESIGN

CONSULTANT will perform the following:

- a. Alternative Development.
 - i. Review existing data and proposed development plans.
 - ii. Conceptual horizontal layout of up to three alternatives for roadway alignments, utilizing different lateral shifts in Colorado Blvd near the SH 60 intersection to investigate differences in impacts.
 - iii. Concept design will take place on publicly available aerial photos. Right-of-way will be based on Weld County GIS data.
- b. Risk Matrix. Utilize a matrix to list and rank impacts and risks of the alternatives.
- c. Preferred alternative. Select a preferred alternative based on assessments of the impacts and CLIENT/OWNER feedback.
- d. Complete concept design exhibits for the preferred design for submittal to the CLIENT/OWNER.

3. PRELIMINARY DESIGN

This task includes the preliminary design of NB/SB left turn lane and signal improvements at SH 60 / Colorado Blvd in Johnstown.

OpenRoads Designer 10.10 software will be used in the development of the preliminary design plans.

As part of this preliminary design, CONSULTANT will perform the following activities:

- a. Survey. Performed by separate subconsultant.
- b. Subsurface Utility Engineering. QL-B SUE investigation will be performed by separate subconsultant.
- c. Roadway Engineering. CONSULTANT will perform various roadway engineering tasks associated with the design of the selected preferred alternative:
 - i. Review of design criteria and existing topographical survey.
 - ii. Site visit to investigate existing conditions in conjunction with topographical survey.
 - iii. Preliminary horizontal and vertical alignment design of centerlines, islands, and turn lanes, including running truck turn simulations.
 - iv. Preliminary design of typical templates, and preliminary modeling to determine roadside grading and toes-of-slopes.
 - v. Creation of preliminary cross sections at 50' interval.
 - vi. Ongoing coordination with right-of-way and environmental efforts.
- d. Right-of-Way. Performed by separate subconsultant.
- e. Landowner Coordination. Performed by separate subconsultant.
- f. Traffic Engineering. Develop preliminary signing and striping plans for the proposed roadway and intersection improvements.
- g. Signal Design. CONSULTANT will develop a preliminary proposed signal design based on current MUTCD and Region 4 requirements. It is assumed all traffic signals will be replaced and the new poles will be placed in a location where the current signals can still operate during construction of new infrastructure. The preliminary signal design will include poles, heads, detection, pedestrian buttons and signals, new controller and its location and emergency vehicle preemption.
- h. Geotech. Performed by separate subconsultant.
- i. Environmental. Performed by separate subconsultant.
- j. Hydrology/Hydraulic Engineering.
 - i. Data Review. Obtain and review existing drainage data from available sources.
 - ii. Minor Structures. Determine locations, sizes, and alignment based on preliminary hydraulic design. Prepare preliminary structure cross-sections and determine elevations, flow lines, slopes and lengths of the structures.
 - iii. Irrigation Structures. Coordinate with ditch companies and determine locations, sizes, and alignment based on preliminary hydraulic design. Prepare preliminary structure cross-sections and determine elevations, flow lines, slopes and lengths of the structures.
 - iv. Prepare preliminary Hydraulic Design Report in accordance with the CDOT Drainage Design Manual.

- k. Utility Conflicts. CONSULTANT will identify potential conflicts based on topographic base files and site visits. Any potential conflicts identified will be coordinated with the Town and shown on the plans and a Utility Conflict Matrix. Utility relocation design is not included.

- l. Preparation for the FIR:
 - i. Coordinate, complete, and compile the plan set. The FIR plans shall comply with CDOT requirements and shall include a title sheet, M&S index, typical sections, general notes, SUE plans, plan/profile sheets, preliminary intersection layouts, preliminary minor drainage structures and preliminary signal design. The plan/profile sheets will include all existing topography, survey alignments, projected alignments, profile grades, ground line, existing ROW, rough structure notes (preliminary drainage design notes, including pipes, inlets, ditches and channels), and existing utility locations. Typical plan sheets scales will be 1"=40'. Cross sections will be 1"=20'.
 - ii. Prepare the preliminary cost estimate for the work described in the FIR plans based on estimated quantities.
 - iii. Submit the FIR plans in electronic PDF format to the CLIENT/OWNER for review 2 weeks prior to the FIR.

- m. Field Inspection Review:
 - i. Attend the FIR.
 - ii. The FIR comments shall be compiled in a comment review log and meeting minutes submitted.

4. FINAL DESIGN

This task includes the final design activities of NB/SB left turn lane and signal improvements at SH 60 / Colorado Blvd in Johnstown.

OpenRoads Designer 10.10 software will be used in the development of the final design plans. As part of this final design, CONSULTANT will perform the following activities, except as noted:

- a. Project Review. CONSULTANT will update the project schedule based upon the results of the FIR, coordinate activities required for final design, initiate design decisions and discuss variances as they affect FOR activities.

- b. Roadway Engineering. CONSULTANT will perform the following final design roadway engineering tasks associated with the design of the improvements:
 - i. Final design of horizontal and vertical alignments.
 - ii. Final detailed design of islands, curb ramps, medians and turn lanes.
 - iii. Final detailed modeling of proposed roadway and roadside slopes and ditches.
 - iv. Updated cross sections with final earthwork quantities.

- c. Right-of-way. Included in Preliminary Design.

- d. Hydrology/Hydraulic Engineering.
 - i. Data Review. Review data and information developed under the Preliminary Hydraulic Investigation and update in accordance with decisions made at the FIR.
 - ii. Minor Structures.
 - Complete final design for minor drainage structures. Finalize horizontal and vertical locations and sizes for all drainage structures based on hydraulic design.
 - Finalize structure cross-sections and profiles to determine the elevations, flow lines, slopes and lengths of structures.
 - iii. Complete final design for all drainage details required for minor drainage structures.
 - iv. Irrigation Structures. Finalized locations, sizes, and alignment. Finalize structure cross-sections and determine elevations, flow lines, slopes and lengths of the structures.
 - v. Prepare final construction plans in accordance with requirements in the CDOT Drainage Design Manual.
 - vi. Storm Water Management Plan. Initiate a Storm Water Management Plan in accordance with Municipal Separate Storm Sewer Systems (MS4), CDPHE's Construction Discharge Permit System requirements, CDOT's Erosion Control and Storm Water Quality Guide, local agency SWMP/GESC/EC requirements, CDOT's Standard Specifications, CDOT Standard Plans and other appropriate documents.
 - vii. Prepare a Final Hydraulic Design Report in accordance with the requirements of the CDOT Drainage Design Manual.
- e. Utility Conflicts. Following the finalization of the roadway horizontal alignment and profile grade and the horizontal and vertical location of drainage structures, sewers, and other underground structures, update the Utility Conflict Matrix, and coordinate with the Town to identify and resolve any conflicts to finalize utility clearances. Utility relocation design is not included in this scope of work.
- f. Utility Test-Holing. Coordinate with the SUE investigator to identify test hole locations of the proposed signal pole caisson locations to check for utility conflicts (2' wide). An additional 10 QL- A small test holes are assumed to check other possible conflict locations. Actual test-holing will be performed by separate subconsultant.
- g. Final Major Structural Design. Not included.
- h. A final construction phasing plan will be developed which integrates the construction of all project work elements into a practical and feasible sequence. This plan shall accommodate the existing traffic movements during construction, and a final traffic control plan will be developed which shall be compatible with the phasing plan.
- i. Traffic Engineering.

- i. Prepare and provide permanent signing/pavement marking plans according to MUTCD and CDOT criteria.
- ii. Signal Design. CONSULTANT will finalize proposed signal design based on current MUTCD and CDOT requirements. CONSULTANT will develop:
 - A removals sheet will identify the existing traffic signal equipment to be removed. Existing features to remain will also be identified on this sheet. The sheet will establish quantities of removals for the signal location.
 - A signal design sheet will identify the proposed traffic signal installation. The signal design will include all proposed traffic signal equipment, poles, heads, vehicle detection zones, existing interconnect connections and the resulting item quantities necessary to complete traffic signal installation. Other signal plan features shown will include detection, pedestrian buttons and signals, new controller locations and emergency vehicle preemption.
 - Obtain new signal structure identification numbers from CDOT Staff Bridge.
- j. Plan Preparation for the Final Office Review
 - i. Coordinate the Packaging of the Plans. Collect plans from all design elements and collate the plan package. Calculate plan quantities and prepare the tabulations.

The Final Office Review (FOR) plans prepared by CONSULTANT shall include the following sheets (as appropriate):

- Title Sheet
 - Standard Plans List
 - Typical Sections
 - General Notes
 - Summary of Approximate Quantities
 - Appropriate Individual Quantity Tabulations
 - Survey Control (by other subconsultant)
 - SUE Plans (by other subconsultant)
 - Roadway Plan & Profile
 - Intersection Details
 - Drainage Plan
 - Drainage Structure Cross Sections
 - Stormwater Management Plan
 - Signal Plans
 - Signing & Striping Plans
 - Construction Phasing/Traffic Control Plan
 - Cross Sections With Earthwork Quantities
- ii. Specifications. In addition to the plan sheets, the Special Provisions shall be provided. This will consist of any unique Project Special Provisions which have to be written specifically for items, details and procedures not adequately covered by CDOT's Standard Specifications and Standard Special Provisions. The Project Special Provisions shall be provided in the CDOT format and submitted with the project plans.

- iii. Prepare the FOR estimate. Item numbers, descriptions, units and quantities shall be listed and submitted.
 - iv. QA/QC. Perform QA and QC for plans and specifications. This task includes interdisciplinary review and crosschecks.
 - v. Submit the FOR plans and specifications in electronic PDF format to the CLIENT/OWNER for a review 2 weeks prior to the FOR.
- k. Final Office Review.
- i. FOR Meeting. CONSULTANT will attend the FOR.
 - ii. Prepare meeting minutes and comment resolution log and distribute within one week of the meeting.
 - iii. FOR Plan Revisions. The FOR plan sheets and the specifications shall be revised in accordance with the FOR meeting comments and submitted to the CLIENT/OWNER within 3 weeks after the FOR.
- l. Construction Plan Package. Submit the final revision of the plans and specifications incorporating all comments received at the FOR meeting. The bid plans shall consist of the revised FOR plans and will completely describe the work required to build the project including project special provisions and detailed quantities.
- m. Record Plan Sets. CONSULTANT will electronically seal record documents.
- n. Advertisement Support. Provide the following when requested by the CLIENT/OWNER:
- i. Contractor Questions. Assist OWNER with answering questions on the plans and specifications during the advertisement period.
 - ii. Revisions Under Ad. Provide revisions to plans and specifications when clarifications or changes are required on the advertisement package.

5. BENESCH EXCLUSIONS

The following are not included in Benesch's scope and their inclusion is subject to a change in scope, schedule and/or fee: Environmental studies and reports, Value Engineering workshops, topographic survey, right-of-way research and plans, geotechnical investigation and design, pavement design, utility design, railroad coordination and submittals, structural design, signal timing plans, and permit applications. Some of the preceding tasks are being performed by separate subconsultants.

2023 Employment Classification and Rate Schedule

<u>Classification</u>	<u>Billable Rate</u>	<u>Classification</u>	<u>Billable Rate</u>
Project Manager I	\$150.00	Resident Project Manager I	\$126.00
Project Manager II	\$185.00	Resident Project Manager II	\$164.00
Senior Project Manager	\$215.00	Sr. Resident Project Manager	\$184.00
Project Principal	\$250.00		
		Construction Manager I	\$135.00
Project Engineer I	\$125.00	Construction Manager II	\$164.00
Project Engineer II	\$132.00	Sr. Construction Manager	\$200.00
Senior Project Engineer	\$165.00		
		Construction Engineer I	\$115.00
Designer I	\$102.00	Construction Engineer II	\$128.00
Designer II	\$115.00	Sr. Construction Engineer	\$139.00
		Construction Representative I	\$94.00
Technologist I	\$68.00	Construction Representative II	\$102.00
Technologist II	\$95.00	Construction Representative III	\$110.00
Senior Technologist	\$120.00	Senior Construction Representative	\$138.00
		Construction Technical Representative I	\$76.00
Technical Specialist I	\$90.00	Construction Technical Representative II	\$88.00
Technical Specialist II	\$100.00	Construction Technical Representative III	\$112.00
Senior Technical Specialist (per quote)	\$128.00	Sr. Construction Technical Representative	\$125.00
		Inspector I	\$70.00
Intern	\$70.00	Inspector II	\$80.00
		Inspector III	\$98.00
Project Scientist I (Environmental)	\$75.00	Inspector IV	\$120.00
Project Scientist II (Environmental)	\$86.00	Sr. Inspector	\$135.00
Project Scientist III (Environmental)	\$97.00		
Senior Project Scientist	\$145.00	Field/Lab Technician I	\$65.00
		Field/Lab Technician II	\$75.00
Office Assistant	\$52.00	Field/Lab Technician III	\$85.00
Project Assistant I	\$64.00	Senior Field/Lab Technician	\$110.00
Project Assistant II	\$89.00		
Division Administrative Assistant I	\$55.00		
Division Administrative Assistant II	\$70.00		

Mr. Johnny Olson
JWO Engineering
1953 40th Avenue
Greeley, CO 80634

Amara L. Hildebrand
Eugene Lynne, LLC
PO Box 27691
Lakewood, CO 80227

February 16th, 2023

RE: State Highway 60 & CR 13 (Colorado Blvd) Intersection/Signal Improvements

Eugene Lynne (Consultant) is pleased to submit the following scope of services to JWO Engineering (Client) for survey services related to the SH 60 and CR 13 Intersection Improvement Project for the Town of Johnstown (Town). Scope of services will include establishing horizontal and vertical project control monitoring stations and developing the topographic and planimetric design survey. Other tasks include may include temporary and permanent easements or ROW plans. Scope of services is based on draft scope of services provided via e-mail by Client on 12/29/23, coordination call on 1/18/23 and 2/13/23 as well as survey control discussions on 1/27/23. Design survey footprints shown in Figure 1 and Figure 2 are based on the kmz's provided by Benesch.

Scope of Services:

Phase 1 – Coordination and Meetings

- Assume 2 Coordination meetings (virtual)
- Assume 1 Coordination meeting (in person)

Phase 2 – Alternatives Analysis

- Densify Project Control from SH 60/Carlson Blvd Project
 - Modified Colorado State Plane Coordinate System
 - At least four project control points will be set for collection and construction purposes;
 - Translate existing conditions survey for development to the North
 - Triggers
 - Project Control Diagram
- Design Level Roadway Planimetric Mapping
 - Limits @ intersection of SH60 & CR 13 (see Figure 1)
 - ~1350' west x 60' wide
 - ~1370' east x 50' wide
 - ~1600' north x 30' wide
 - ~850' south x 45' wide
 - Approximately 5.8-acre footprint

- Design Level Intersection Planimetric & Topographic Mapping
 - Limits @ intersection of SH60 & CR 13 (see Figure 2)
 - ~150' west x 130' wide
 - ~100' east x 100' wide
 - ~450' north x 90' wide
 - ~600' south x 90' wide
 - Approximately 2.6-acre footprint

Phase 3 – 30% Design for Ultimate Build

- Retracement Row – SH 60 and CR 13
 - Triggers:
 - Land Survey Control (Aliquots)
 - Right-of-Way Line Work (dgn format)
- Temporary Construction Easements (assumed 4 total impacted parcels)
 - Triggers
 - Parcel Line Work (dgn format)
 - Title (Owner & Encumbrance Report, by others)
- Permanent Easements/Fee Acquisition (assumed 4 total)
 - Triggers
 - Parcel Line Work (dgn format)
 - Title (Owner & Encumbrance Report, by others)

Phase 4 – Interim Design to Improve Intersection

- ROW Plans (Paper)
 - Triggers
 - Right-of-Way Plans (Paper)
 - 1 Right of Way Plan Review Meeting (ROWPR)
- Temporary Construction Easements (assumed 4 total)
 - Triggers:
 - TCE Description
- Permanent/Access Line (AL) Easement (assumed 4 total)
 - Triggers:
 - Easement/Property Description

Assumptions/Exclusions

- Client will deliver existing conditions survey for property to the north in Civil 3D. CAD file will depict at least four (4) survey control points (x,y,z). Benchmark and basis of bearings will be provided. Consultant will utilize and densify project control from SH60 and Carlson Blvd Signal Improvements and translate one existing survey (northern development) to our system for reference one time.

- Eugene Lynne (Consultant) will obtain CDOT Special Use and Utility Permit for non-invasive survey within SH60.
- Utility designating, manhole dips, potholes and utility surveying will be by others. Title research is required but will be performed by others.
- Plan & Topo features will be collected utilizing TMOSS and files will be delivered in a Bentley MicroStation format.
- Traffic control is not anticipated for Phase 1 or 2 but will be required for Phase 3. MHTs are required for the CDOT Permit(s) and traffic control.
- TCEs, PEs, & Fee Parcels will be staked one, if needed, for appraisal purposes.

Deliverables:

1. Design Level Planimetric & Topographic Bentley MicroStation file.
2. Project Control Diagram (Paper).
3. Translated Northerly Development file (delivered format)
4. Design Level ROW/Parcel Bentley MicroStation file.
5. Land Survey Control Diagram.
6. ROW Plans with Temporary Construction Easements, and Permanent Easement &/or Fee Acquisitions depicted (Paper).
7. Four Temporary Construction Descriptions.
8. Four Permanent Easements or Fee Acquisitions Descriptions.

Fee:

<i>Phase I - Coordination Meeting(s)</i>	<i>Fee Subtotal</i>
<i>Management</i>	\$800
<i>Sub-Total Fee</i>	\$810
<i>Mileage</i>	\$98
<i>Fee Total</i>	\$898

<i>Phase II - Control and Mapping</i>	<i>Fee Subtotal</i>
<i>Management</i>	\$2,240
<i>Office Survey</i>	\$16,240
<i>Field Survey</i>	\$17,850
<i>Sub-Total Fee</i>	\$36,330
<i>Aerial Mapping</i>	\$5,500
<i>MHTs</i>	\$125
<i>Mileage</i>	\$1,562
<i>Fee Subtotal</i>	\$43,517

<i>Phase III - Existing ROW</i>	<i>Fee Subtotal</i>
<i>Management</i>	\$1,280
<i>Office Survey</i>	\$8,120
<i>Field Survey</i>	\$7,050
<i>Sub-Total Fee</i>	\$16,450
<i>MHTs</i>	\$500
<i>Traffic Control</i>	\$1,500
<i>Mileage</i>	\$660
Fee Subtotal	\$19,079

<i>Phase IV - Proposed ROW</i>	<i>Fee Subtotal</i>
<i>Management</i>	\$1,600
<i>Office Survey</i>	\$11,600
<i>Field Survey</i>	\$2,700
<i>Sub-Total Fee</i>	\$15,900
<i>Mileage</i>	\$334
Fee Subtotal	\$16,234

<i>Phases I, II, III, IV Combined</i>	<i>Fee Subtotal</i>
<i>Management - Combined</i>	\$5,920
<i>Office - Combined</i>	\$35,960
<i>Field - Combined</i>	\$27,600
<i>Sub-Total Fee</i>	\$69,480
<i>Aerial Mapping</i>	\$5,500
<i>MHTs</i>	\$625
<i>Traffic Control</i>	\$1,500
<i>Mileage</i>	\$2,623
Fee Total	\$79,728

Eugene Lynne

Item #11.

Thanks for your time and consideration.

Sincerely,

A handwritten signature in cursive script, appearing to read "Amara L. Hildebrand".

Amara L. Hildebrand
Partner

Figure 1

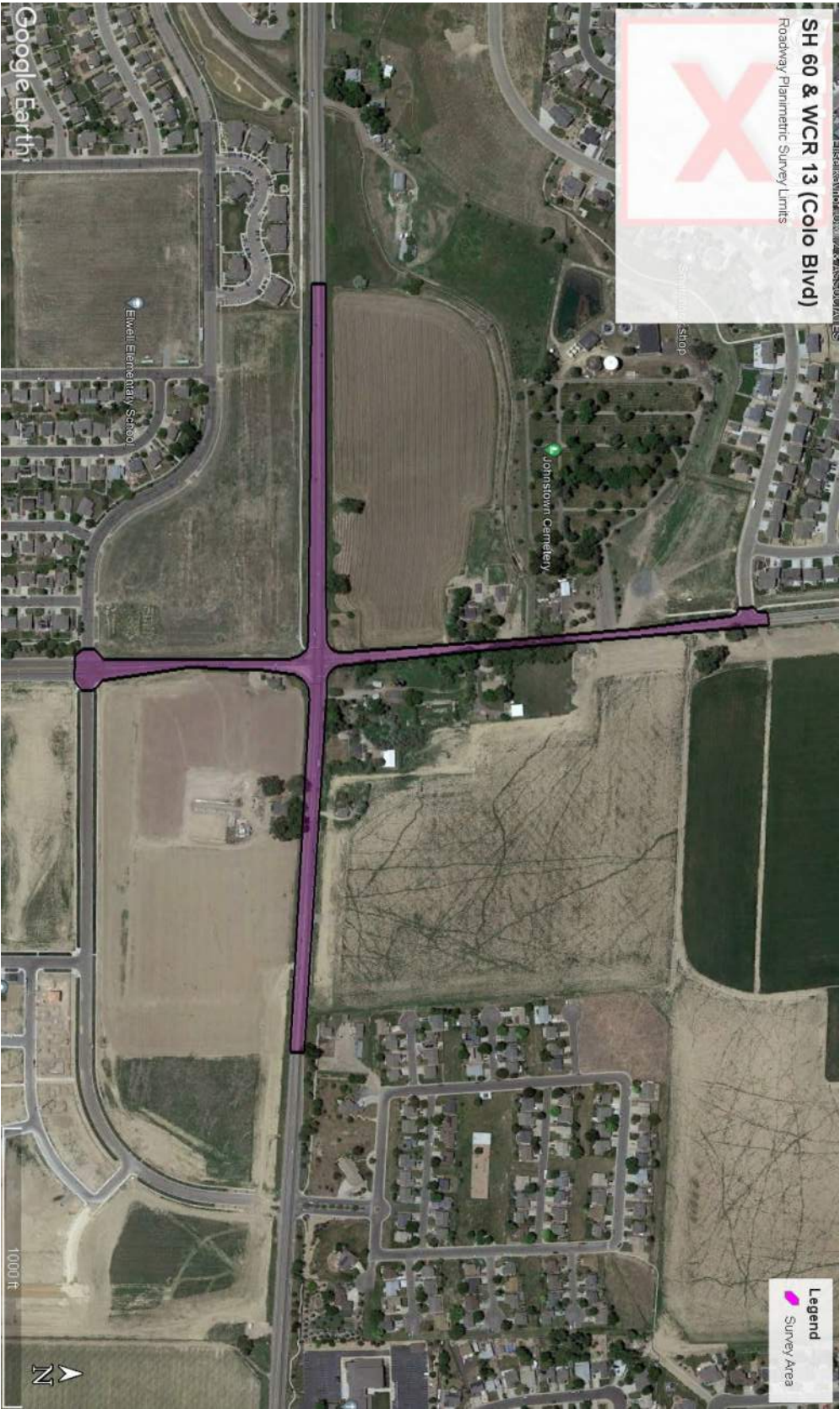
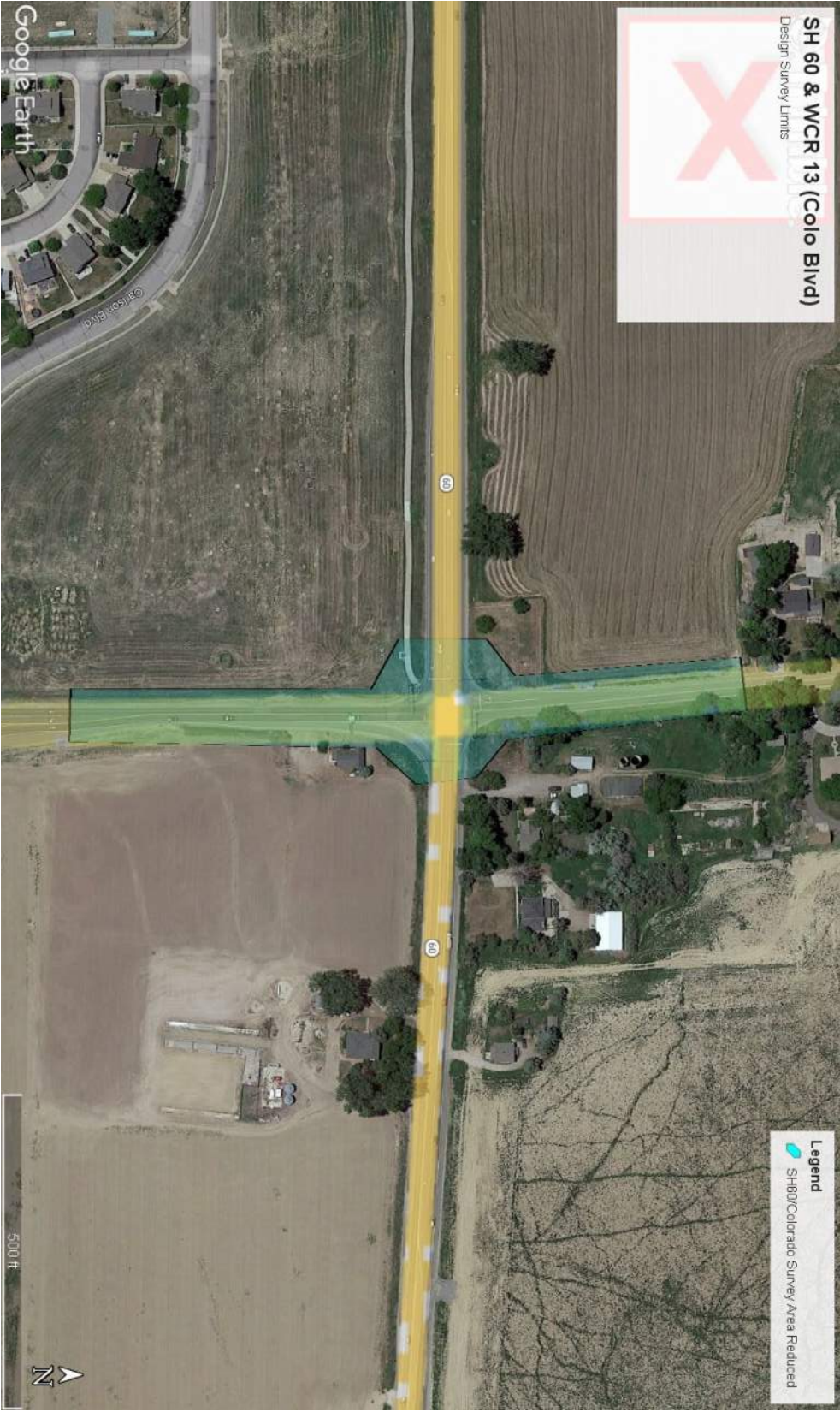


Figure 2



February 20, 2023

Johnny Olson, PE
JWO
1953 40th Ave
Greeley, CO 80634

SUBJECT: Scope and Fee Proposal: SH 60/CR 13 Intersection Improvements

Dear Mr. Olson:

Thank you for opportunity to submit a scope and fee proposal for the Intersection Improvement and Road Widening design of SH 60 and WCR13. Background/understanding:

- Project will affect stakeholders on both sides of the current road right-of-way, in all quadrants of the intersection.
- Johnstown has asked the project team to submit a cost for 30% design.
- At this time, there are no federal funds for the project, and it is the hope of Johnstown that developers will support full build of the project.
- The Town would like to be able to apply for funds in the future thus interaction and engagement with stakeholders and landowners should follow the Federal process.

This scope and fee responds to your request for fees associated with 30% and 100% levels.

**SUMMARY OF SERVICES PROVIDED BY HORROCKS
LAND ACQUISITION AND PUBLIC ENGAGEMENT
SPECIALIST**

1. Support project team, including Town representatives in Public Engagement initiation; letters, open houses, social media, etc. Serve as POC for affected and adjacent landowners, developers, stakeholders.
2. Send Permission to Enter letters and obtain written record to allow for land surveys, SUE, lidar placement, Geotech, appraisal or valuation services.
3. Coordination of utility providers and communication between providers and project team, as needed
4. Shared spreadsheets with project status
5. Order Ownership/Encumbrance or Informational title reports
6. Document preparation, mailing and recording, as well as QA/QC of all documents
7. Conduct good faith negotiations as needed

- 8. Waiver valuations, offer preparation and delivery. Appraisals can be contracted though Horrocks for an additional fee as needed. Any easement or fee parcel acquisition valued over \$10,000 requires an appraisal.
- 9. Closing and recording of conveyance documents. Fee parcel takes will require title insurance unless the Town will be seeking parcel via a deed of dedication rather than conveyance via warranty deed. Title insurance and associated closing costs can be set up and paid to selected title provider for a separate fee.

SERVICES NOT PROVIDED BY HORROCKS LAND ACQUISITION

- 1. Engineering and ROW design plans
- 2. Project staking
- 3. Legal review of documents

ASSOCIATED FEES 30% DESIGN PHASE

• Stakeholder engagement	60 hours x \$165/hr	\$ 9,900.00
• Permission to Enter Letters/Form	5 x \$100	\$ 500.00
• Title reports	5 x \$550	\$ 2,750.00
• Expenses (mileage, postage, printed materials)		\$ 1,000.00
Total		<u>\$14,150.00</u>

ASSOCIATED FEES 100% DESIGN PHASE (ADD TO TOTAL FROM ABOVE)

• Good faith negotiations, URA standards	140 hours x \$165/hr	\$23,100.00
• Appraisals	5 x \$5000	\$25,000.00
• Utility coordination	40 hours x \$165/hr	\$ 6,600.00
• Recording Fees/closing costs		TBD
Total		<u>\$54,700.00</u>

TOTAL CONTRACT:

30 % DESIGN - \$14,150.00

100% DESIGN - \$54,700.00

TOTAL - \$68,850.00

In the event negotiations are prolonged due to unforeseen difficulties or additional requests by the Town or JWO, then the costs associated with those additional efforts may require an amendment to this

Cost Proposal. If work assignments are completed prior to reaching the total estimated cost, then the JWO would not be liable for paying the entire quoted price.

Sincerely,

Courtney Wallace

Courtney Wallace, RWA

ROW Acquisition and Utility Coordination



5670 Greenwood Plaza Boulevard, Suite 100W
Greenwood Village, CO 80111

Direct 720-577-1741

Mobile 970-999-4165

Email Courtney.wallace@horrocks.com

Web www.horrocks.com

February 16, 2023

JWO Engineering
1953 40th Avenue
Greeley, Colorado, 80634

Attention: Mr. Johnny Olson, P.E.
Principal, JWO Engineering

Subject: Proposal for Geotechnical Services, State Highway 60 and County Road 3
Intersection Improvements, Johnstown, Colorado, RockSol Proposal No.
010.23.07

Dear Mr. Olson:

RockSol Consulting Group, Inc. is grateful for the opportunity to submit this proposal for geotechnical services for the State Highway 60 (SH 60) and County Road 3 (CR 3) Intersection Improvements Project in Johnstown, Colorado.

Based on information provided by JWO Engineering and the Town of Johnstown (Town) for the proposed intersection improvements at SH 60 and CR 3, the Town is planning the design and construction of new traffic signals and new pavement/roadway widening along a portion of CR 3 and modifications on SH 60 to accommodate intersection improvements. The Project includes design of a signalized intersection at SH 60 and CR 3, widening CR 3 to two through lanes in each direction through the intersection, and adding turns lanes where necessary. Ancillary items such as striping modifications, signage installation, curb ramp installations and upgrades, landscape modifications, and grading/earthwork are also planned for the improvements project.

Four geotechnical boreholes are proposed for characterization of the subsurface conditions to assist the design team with the proposed improvements project. Soil sampling and analysis will be performed for signal foundations, existing pavement thickness, and earthwork recommendations. Two additional pavement cores are proposed within SH 60 to determine existing pavement thickness. The geotechnical boreholes and pavement cores will be located within Town right-of-way (ROW).

Two boreholes near the intersection will be advanced to an approximate depth of 30 feet below existing grades for pavement thickness design and traffic signal pole foundation recommendations and two boreholes will be advanced to an approximate depth of 10 feet below existing grades for pavement thickness design. Four pavement cores will be taken from the existing pavement, two at borehole locations, and two at separate locations within SH 60. Preliminary borehole and pavement core location plans are shown in Attachment A.

Subsurface samples will be obtained from each borehole and selected samples will be tested for pertinent engineering properties including, but not be limited to, moisture content and dry density, Atterberg Limits, grain size (sieve) analysis, swell/consolidation potential, R-Value, water-soluble sulfate and chloride content, and electrical resistivity. Subgrade soil samples will be classified per the American Association of Highway and Transportation Officials (AASHTO) soil classification methods and USCS soil classification methods.

RockSol will prepare logs of the subsurface conditions encountered at the time of drilling. Due to the location of the boreholes within existing right of way, each borehole will be backfilled at the completion of sampling operations. The geotechnical task will be broken into two phases. For Phase I, a preliminary report summarizing geotechnical findings, drilling and sampling operations,

laboratory testing, preliminary asphalt and concrete pavement design, and traffic signal foundation design recommendations will be prepared. Pavement design will be done in accordance with current CDOT M-E Pavement Design Criteria. Traffic signal pole foundation recommendations will conform to CDOT requirements for soil identification parameters required to satisfy current CDOT M&S Standards. For Phase II, a report with final pavement design and roadway subgrade preparation requirements will be prepared based on final design requirements, stamped, and signed by a Colorado Licensed P.E.

Special Considerations (Geotechnical Investigation)

- All work performed by RockSol will be performed by or under the direct supervision of a registered professional engineer in the State of Colorado.
- If required, RockSol will obtain a ROW permit from the Town of Johnstown and/or CDOT for the geotechnical work within Town or CDOT right-of-way. A traffic control plan per the MUTCD will be prepared as part of the permit application.
- RockSol will contact the Utility Notification Center of Colorado to obtain clearance of utilities for the borehole locations. Use of a private utility locator is not anticipated by RockSol.

A fee estimate for each phase has been prepared by RockSol for the geotechnical services identified in the scope of work for this proposal and are attached.

The proposed fee estimate is based on 1 day of drilling and sampling operations with traffic control and assumes attending two project coordination meetings per project phase.

If you have any questions pertaining to this proposal, please contact our office.

Respectfully submitted,
RockSol Consulting Group, Inc.,

Alec Moens, E.I.T.
Geotechnical Engineering Associate

Donald G. Hunt, P.E.
Senior Geotechnical Engineer

Attachments:

- Attachment A: Preliminary Borehole Location Plan
- Attachment B: Fee Estimate (Phase I)
- Attachment C: Fee Estimate (Phase II)

Borehole Location Map

US 60 and SH 3 Intersection Improvements Project

Legend

- ⊙ Borehole Location Item #11.
- ▣ Pavement Core Location



RockSol Consulting Group, Inc.
Fee Estimate for Geotechnical Investigation Services (Phase I)
SH 60 and CR 3 Intersection Improvements, Johnstown, Colorado
Prepared February 16, 2023

<i>Classification</i>	<i>Hours</i>	<i>Rate/Hour</i>	<i>Total Estimated Fee</i>
Administrative Assistant	6	\$98.70	\$592.20
Senior Manager	2	\$258.76	\$517.52
Senior Geotechnical Engineer	4	\$242.52	\$970.08
Senior Pavment Design Engineer	4	\$242.52	\$970.08
Geotechnical Engineering Staff (EIT II)	45	\$109.13	\$4,910.85
Senior Geologist	12	\$152.94	\$1,835.28
Technician I	20	\$73.53	\$1,470.60
Technician II	20	\$88.44	\$1,768.80
Technician IV - Lab Manager	4	\$129.87	\$519.48
Total Labor			\$13,554.89
<hr/> Other Direct Costs <hr/>			
Mileage	252	\$ 0.655	\$165.06
Drilling (2 shallow boreholes to 10 ft and 2 deep boreholes to 30ft using solid-stem auger drilling method and a truck mounted drill rig for pavement and traffic signal design purposes and obtaining 4 pavement cores in the existing pavement)			\$2,000.00
Borehole Backfill Materials			\$200.00
Outside Lab (R-Value and Chlorides)			\$450.00
Traffic Control			\$2,500.00
Total Other Direct Cost			\$5,315.06
Total			\$18,869.95

RockSol Consulting Group, Inc.
Fee Estimate for Geotechnical Investigation Services (Phase II)
SH 60 and CR 3 Intersection Improvements, Johnstown, Colorado
Prepared February 16, 2023

<i>Classification</i>	<i>Hours</i>	<i>Rate/Hour</i>	<i>Total Estimated Fee</i>
Administrative Assistant	4	\$98.70	\$394.80
Senior Manager	2	\$258.76	\$517.52
Senior Geotechnical Engineer	4	\$242.52	\$970.08
Senior Pavement Design Engineer	6	\$242.52	\$1,455.12
Geotechnical Engineering Staff (EIT II)	12	\$109.13	\$1,309.56
Senior Geologist	4	\$152.94	\$611.76
Total Labor			\$5,258.84
<hr/> Other Direct Costs			
Total Other Direct Cost			\$0.00
Total			\$5,258.84

DARCY A. TIGLAS
5015 Swainsona Drive
Loveland, Colorado 80537
970-635-9183 (H)
970-222-2151 (C)

February 17, 2023

Mr. Johnny Olson
JWO Engineering
1953 40th Avenue
Greeley, Colorado 80634

RE: Revised Proposal for an Intersection Improvement Project at Weld County Road 13 and Highway 60 near Johnstown, Colorado in Weld County

Dear Mr. Olson:

This letter serves as a revised proposal for Environmental Clearances and Surveys for a proposed intersection improvement project at Weld County Road 13 (WCR 13) and Highway 60 (Hwy 60) near Johnstown, Colorado in Weld County. This project does not include State or Federal funding.

Preparation of an Environmental Review Document- I understand the scope of work for this task will include:

- Site visit,
- Obtain a sensitive species list from the U.S. Fish and Wildlife Service's Information for Planning and Consultation website, the Colorado Department of Wildlife website, and the Natural Heritage Program list and determine any impacts to listed species,
- A birds-of-prey survey since large mature trees lie adjacent to the proposed project area,
- Review the National Wetland Inventory Map for information on adjacent Waters of the United States,
- List any noxious weeds identified within the project area,
- Review air and noise resources for the proposed project, and
- Prepare an Environmental Review Document for JWO Engineering.

COST: \$2,500.00

Cultural and Historic Resources- A preliminary Compass search on January 18, 2023, revealed that no field surveys have been conducted in the immediate vicinity of the Area of Potential Effects (APE). One historic site, the Elwell Cemetery, is adjacent to the northwestern boundary of the proposed APE. Because the site lies outside the boundary of the APE and at least 830 feet from the intersection, it is unlikely that it will be affected by the project.

A review of online county assessor records indicated that four parcels within the APE contain buildings greater than 45 years old. The Waggoner parcel (northwest of the intersection) contains five buildings greater than 45 years old, including a residence built in 1947 and three sheds/outbuildings built in 1932. The Massey Farms parcel (southeast of the intersection) contains two buildings greater than 45 years old, including two residences built in 1902. The Lee parcel (northeast of the intersection) contains one residence built in 1900. The 6037 Johnstown parcel (northeast of the intersection) contains at least five buildings greater than 45 years old, including a residence built in 1902, a residence built in 1920, and three shed/outbuildings built in 1930. Both SH 60 and Weld County Road 13 have been evaluated for NRHP eligibility and have been concurred "not eligible."

This task proposes the performing of the following tasks: (1) define an APE with respect to both physical impacts and potential impacts to visual setting; (2) prepare architectural inventory forms (with background historical research) for historic buildings on all parcels around the intersection containing structures greater 45 years in age from which a right of way will be required for the project; and (3) conduct an archaeological survey within the proposed project area footprint.

COST: \$9,591.28

Meetings/Consultation- I understand that a scope of work for meetings and consultation with JWO Engineering might be needed.

COST: \$900.00

The total cost for this project for environmental tasks is **\$12,991.28**. This cost estimate and scope includes the tasks outlined in this proposal and drafting, review, and other direct costs. If you have any questions, or require additional information, please feel free to call me at 970-635-9183 or 970-222-2151.

Sincerely,



Darcy A. Tiglas, Biologist
Tiglas Ecological Services



February 14, 2023

DETAILED WORK PLAN FOR UTILITY ENGINEERING
Phase 1 – SUE Utility Designating
Phase 2 – Caisson Clearance Holes and SUE Utility Locating (Vacuum Excavations)

SH-60 and CR-13 – Johnstown, CO

Submitted to:



JWO Engineering, LLC
 1953 40th Avenue
 Greeley, Colorado 80634
 p. 970.381.2206

Submitted by:

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DETAILED WORK PLAN FOR UTILITY ENGINEERING
Phase 1 – Project Corridor Utility Investigation, 2-D QL B Utility Designating
Phase 2 – Caisson Clearance Holes and Utility Locating (Vacuum Excavations)

SH-60 and CR-13
Johnstown, Colorado

Executive Summary

Utility Mapping Services (UMS) scope of work is to perform utility engineering (UE, a.k.a. subsurface utility engineering or SUE) services as a sub-consultant for JWO Engineering, LLC (a.k.a. “Client”) which is the prime consultant under contract with the Town of Johnstown (a.k.a. “Owner”). A utility investigation will be executed in accordance with ASCE standards to designate and depict existing infrastructure for integration within the conflict analytic process and design.

Note: Refer to Section 7 for the proposed project schedule, which is the basis for the associated SUE cost estimate. A revised or expedited schedule will result in additional costs which have not been included with this proposal.

Section 1 - Statement of Scope of Work

This work will be performed in accordance with ASCE 38¹, as well as Colorado Revised Statute CRS 9-1.5-103 and includes the following activities:

- Compilation of utility data (i.e. records and as-built information) acquired by UMS and others.
- Preparation of field books, log sheets, and crew scheduling and logistics for the initial utility designating field campaign.
- Phase 1: 2D QL B data acquisition (using electromagnetic (EM) induction, acoustic, and/or other geophysical technologies), characterization, and 2D depiction (CAD file) of existing utility infrastructure data to develop a reliably qualified base map and data set from which to develop and support future design, coordination, and construction decisions.
- Ground penetrating radar data acquisition and data processing.
- Phase 2: Vacuum Excavations at specific utility target locations to be determined by the project design team and utility coordination staff.
- Caisson vacuum excavation clearance holes.
- Populating utility data management system GEOfeature™ with hydraulic structure and test hole information from the field investigation.

**Note: QL refers to the quality level as described in ASCE 38.*

***Note: GEOfeature™ is a 3-D digital utility data repository designed to manage existing and new infrastructure as-built data in accordance with the new ASCE 75 standard. The repository includes a tablet and Web-GIS application for in-the-field utility data acquisition and viewing.*

¹ American Society of Civil Engineers, Construction Institute and Utility Engineering and Surveying Institute, *Standard Guideline for Investigating and Documenting Existing Utilities*. Reston, VA 2022.

Phase 1 Designating

Although Phase 1 utility designating of buried infrastructure will have goal of QL B (i.e., position is determined via a combination of geophysical, survey and engineering methods) some facilities such as non-conductive water are pragmatically designated to a mixture of QL C (i.e., based on surveyed surface features and record data), B, and A (i.e., exposed survey grade observations such as possible at manholes) during the Phase 1 field effort. Likewise, some non-conductive piping and/or ducts lacking tracer wire may be designated to QL D (i.e., based on evidence consisting of available record information and/or verbal accounts) during the Phase 1 effort. Data quality is improved as and where required during subsequent project utility engineering phases. Any utilities designated to QL C and/or QL D quality levels will be explained and described in the Phase 1 SUE existing utility report as to why a quality level below QL B has been used.

All work is intended to incorporate and stem from previous efforts performed by the Owner, Client and their consultants, and will be performed in compliance with applicable project design standards, procedures, and accepted engineering principles. Information contained within this SOW and corresponding labor and cost estimate is based on: project standards and deliverables; Federal Highway Administration (FHWA) *Avoiding Utility Relocations* (DTFH61-01-C-00024); FHWA guidelines for SUE; ASCE 38; Colorado Revised Statute CRS 9-1.5-103; and ASCE 75.

Phase 2 Locating

The Phase 2 investigation primarily consists of utility locating (discrete QL A vacuum excavated test holes). The Phase 2 investigation also includes performing up to four (4) 2-foot diameter, 10-foot-deep clearance excavation holes. UMS and a vac truck contractor will perform excavation operations and the engineering survey of each test hole location. The test hole locations will need to be coordinated between UMS and project team based on identified utility conflicts and areas where more detailed data, including three-dimensional coordinates, are required to complete designs and mitigate/accommodate conflicts. For the purpose of this work, "locate" means to establish by engineering, surveying, drafting, and vacuum excavation practices the accurate horizontal and vertical position of subsurface utilities with vertical tolerances of generally 0.1 feet based on referenced benchmarks. Written logs for all test holes are utilized, derived elevations are transcribed onto CAD reference files, and "locate" points area mapped to Quality Level A on the plans.

Section 2 - Recommendations

Although not specifically requested by the Client, UMS strongly recommends the following locate method be included with the utility mapping effort for this project:

- A project area sweep using a Geonics EM61-MK2 high sensitivity metal detector. This equipment is suitable for the detection of both ferrous and non-ferrous metal.

Note: Both of these sweeps can be completed during either Phase 1 or 2 field operations.

Additional work products the Client may wish UMS adapt into the work scope include:

- Continuous 3-D profile data in lieu of vacuum excavations. UMS uses the Vivax-Metrotech Spar 300 electromagnetic induction system which derives 3D alignment data for conductive utilities. This tool can provide highly valuable, continuous 3D profile data, reducing the number of excavated test holes and Phase 2 costs.
- CAD 3D modeling of the identified existing utilities for improved design, conflict analytics, and advanced resolution engineering

Section 3 - Project Limits

The project area is located at the intersection of SH-60 and CR-13 in Johnstown, CO. The project area can be seen in Figure 1 below.

The designating of some individual utilities may extend beyond the noted SUE project limits to include surface features or structures which are necessary to complete QL C alignments. Table 1 presents the utility owners listed by Colorado 811 as being present within or nearby the project area, along with the estimated lineal footages which are the basis for the Phase 1 cost estimate. Table 2 presents the proposed utility designating quality levels for the various facilities that are anticipated.

Figure 1. Overall Project Area

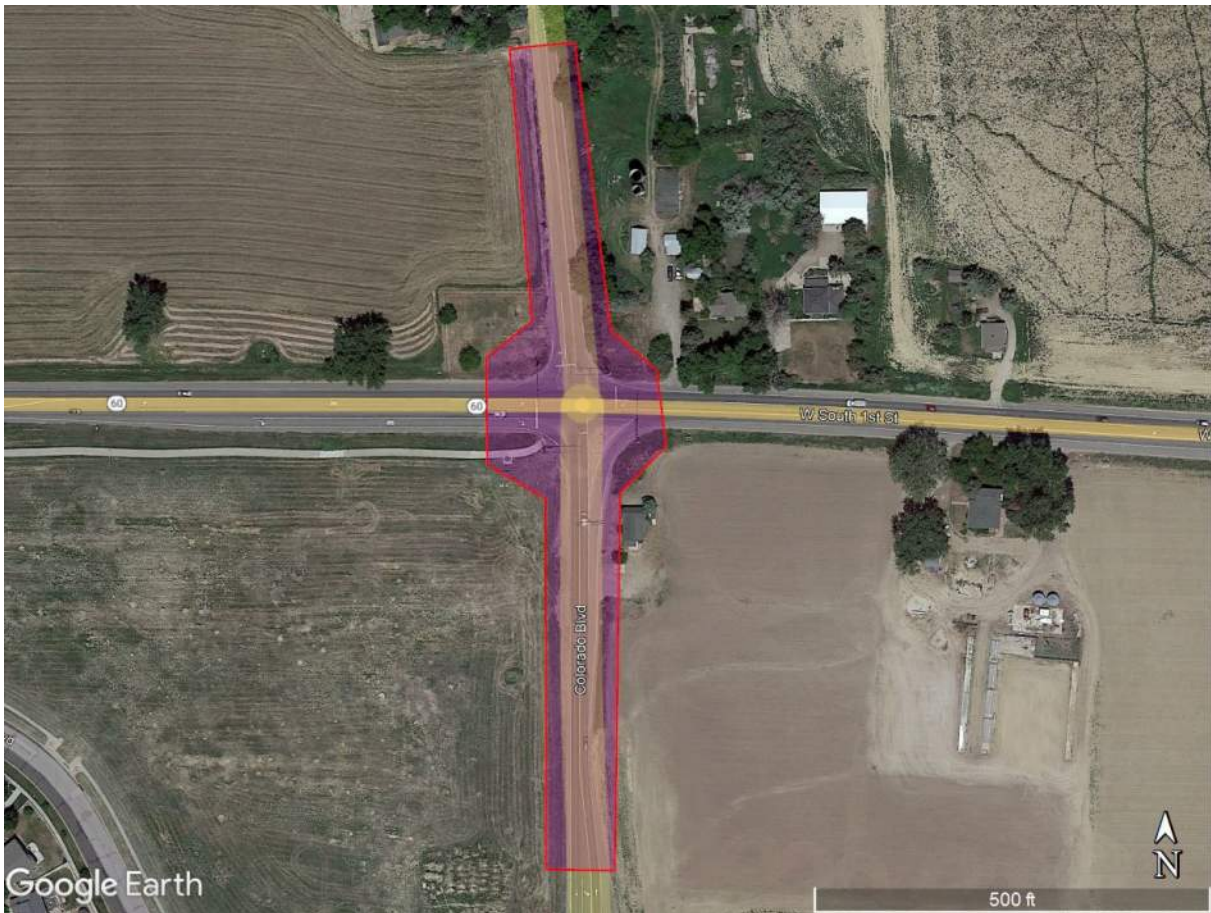


Table 1. Estimated Utility Linear Footages within the QL B investigation areas.

Owner	Utility	Estimated Linear Footage
CDOT	Electric, Traffic	1,200
City of Thornton	Fiber, Water	0
Civitas Resources	Gas, Electric, Water	0
Consolidated Home Supply Ditch	Irrigation	2,000
DCP Midstream	Pipeline	1,100
Lumen	Fiber, Telephone	5,350
Occidental Petroleum	Pipeline	0
TDS Telecom	Fiber, Telephone	1,400
Town of Johnstown	Water, Sewer	5,250
Western Midstream	Pipeline	0
Xcel Energy	Electric, Gas	5,650
	Total	21,950

*Record information not available at the time of estimate.

Table 2. Targeted designation of utilities for the subject project Phase I SUE investigation.

Utility Type (Buried)	Mains & Primary Laterals	Services / Secondary Laterals
Storm Drain	QL A at accessible inlets/outlets; QL C between accessible features	N/A
Sanitary Sewer	QL A at accessible inlets/outlets; QL C between accessible features	QL D
Culverts	QL A at accessible inlets/outlets; QL C between accessible features	N/A
Telecommunication	QL B	QL B
Cable TV	QL B	QL B
Natural Gas	QL B	QL B
Traffic Signals	QL B	N/A
ATMS	None Anticipated	N/A
Lighting	QL B	N/A
Water Mains	QL B	QL B
Buried Power	QL B	QL B
Private sprinklers	Not included in this scope of work; however, identified surface facilities encountered incidental to the field work will be noted.	N/A
Petroleum	None Anticipated	
Military Comm.	None Anticipated	N/A
Wells (Water, Crude Oil, Natural Gas)	Presently not included in this scope of work; however, wells encountered incidental to the field work will be noted.	N/A

Note: QL refers to the quality level as described in ASCE 38.

Section 4 - Project Deliverables

Utility Engineering deliverables include digital submittals of the following:

- CAD utility reference file based on Phase 1 and Phase 2 findings.
- Hydraulics summary report (pdf format).
- Vacuum excavation (test hole) summary report (pdf format).
- A P.E. sealed SUE existing utility plan set with quality level designations.
- A P.E. sealed submittal report summarizing this investigation with highlights of unusual findings.

In addition, UMS will provide ongoing interpretive support to assist design engineers and utility coordinators with subsequent findings and ensure submitted data is properly understood and utilized.

Section 5 - Project Assumptions

Phase 1 Assumptions:

- UMS utility research will stem from previous records investigation work performed by the Client. UMS requests all previously obtained records be provided upon Notice to Proceed. Reasonable efforts will be made to obtain supplemental utility records to produce the deliverables within the project schedule. The timely cooperation of utility owners may be necessary to develop the utility inventory map for facilities within the project area.
- All field work will be completed while the project corridor is clear of snow and ice.
- Labor to complete line of sight surveying is currently not included within this scope of work. UMS assumes RTK GPS/GNSS survey operations will be sufficient to map all utilities.
- Sufficient project survey control exists along the project corridor for RTK GPS survey operations; consequently, labor for establishing survey control is currently not included within this scope of work and the associated cost estimate.
- A maximum of two days of traffic control will be required for Phase I operations. Traffic control measures are not expected to require flagging operations.
- Confined space entry will not be required for this effort. All storm drainage, sanitary sewer, and any other measurements within confined spaces will be taken from the surface without entry into the confined space.
- Aerial clearance measurements will not be required for the Phase 1 effort. The locations of aerial wires, however, will be noted for clearance observations by others or during subsequent Phase 2 operations and are not included in this work scope and estimate.
- Vertical (depth and elevation) QL A observations will be tied to project control to an average accuracy of +/- 0.1 feet.
- UMS assumes all work will be completed during regular working hours (8:00 AM to 5:00 PM) and without start/stop time restrictions.
- Field crews will use paint to mark out the utility alignments and assume no paint removal will be required.

Phase 2 assumptions:

- Extreme weather conditions can significantly impact crew production rates and schedules. For this submittal, UMS assumes the project corridor will be clear of snow and ice during all field operations. UMS will keep the Client apprised of any schedule delays or budget impacts should current conditions effect the SUE field campaign.

- Client or Owner will obtain all necessary permits, right-of-entries, etc. (including private land access and railroad access) to allow UMS field personnel to work in areas outside of public right-of-way limits.
- UMS assumes that all work will take place during normal daytime working hours (7am to 5pm). Any work required outside of these hours, or any limitations applied to these work hours may result in additional costs and may affect the schedule UMS deliverables schedule.
 - UMS has not included any costs related to night work in this estimate. Should nighttime work be required, any equipment, special PPE, traffic control, lighting, coordination and preparation, permitting etc. will need to be added to the Phase 2 cost estimate.
- For any Phase 2 utility test holes that are included in the effort, vacuum excavations which fail to expose the target utility after attaining a reasonable depth (6-7') will still be considered a completed excavation.
- A possibility exists that existing conditions (i.e. groundwater, large boulders) may prevent crews from exposing the targeted utility or reaching the targeted depth for caisson clearance holes. In addition, utilities may be installed at a depth beyond the limits of the vacuum excavation equipment.
- Excavations are located outside of areas which require special repair measures (sidewalks, planters, driveways, etc.). Backfilling of each excavation will be accomplished with the use of road base material. Special sidewalk repairs, hot patch repairs, etc. are not included with this proposal.
- Each excavation is accessible to the vac truck and crew.
- Up to 5 excavations in asphalt/concrete pavement which will require concrete/asphalt coring. Road base material will be used as backfill and perma-patch for surface restoration to repair the concrete/asphalt plug.
- An additional 5 excavations are assumed to be located in the dirt, outside of the pavement areas.
- Up to 4 caisson clearance holes. The caisson clearance excavations have a targeted width of 2-feet in diameter and up to 10-feet in depth. The Client will identify the caisson clearance hole locations.
- A maximum of 3 days of traffic control will be required for Phase 2 operations. Traffic control measures are not expected to require flagging operations.
- T-patch and/or Hot patch repair is not included with this proposal.

Client and / or Owner will:

- **Obtain all necessary right-of-entries, security clearances, etc. (including private land access) to allow UMS field personnel to work outside the roadway right-of-way.**
- Provide information showing the project limits, alignment, profile, survey control points, benchmark data, coordinate data, relevant design and topographic CAD files, aerial photographs, and any other applicable information.
- Provide survey control information **prior** to UMS field crews arriving on-site.
- Provide any record or relevant survey or LIDAR information previously obtained by others.
- Assist UMS as necessary with obtaining permissions for access to private utility facilities.

UMS will perform the following coordination activities:

- Work closely with the Client and Owner to facilitate the orderly progress and timely completion of the approved tasks.
- Coordinate the work effort with the Client to discuss progress and resolve problems.
- Upon request provide the Client copies of logs and/or correspondence that document work-related communications between utility owners, outside agencies, and/or private landowners.
- Coordinate operations with private and public utility infrastructure owners.
- Obtain required One Call (Call 811) tickets.
- Provide all necessary equipment, supplies, and support personnel to secure data outlined in this section.

Associated labor and costs may increase if actual conditions deviate significantly from those assumed for this estimate. UMS will work with the Client in good faith to complete operations in a timely manner and will negotiate new pricing if conditions encountered significantly deviate from those assumed.

The results of the Phase 1 and 2 efforts will be pertinent at the time in which field investigation operations are completed and are subject to change. Subsequent SUE investigations may be necessary to account for any new or changed utility installations.

Section 6 - Project Coordination

The UMS project management team will consist of:

- Project Engineer, Cameron Greer, cgreer@umsi.us, 406.422.9702
- Project Manager, Alex Ramm-Hutchinson, arammhutchinson@umsi.us, 509.570.8448
- Principal Engineer, Phil Meis, P.E., pjmeis@umsi.us, 406.552.0883

If required, a monthly progress report will be prepared by the project manager and submitted via email to Client project management to document the SUE investigation. During the project time frame UMS project management staff members can be available to meet in person with Client project management for any urgent reason. Cell phone numbers for all of the UMS project management team members will be available to the Client should immediate communication be desired.

Section 7 - Project Schedule

UMS can typically begin work within two weeks of receiving notice-to-proceed (NTP). Based on assumed conditions identified in this scope of work, the following is the estimated project schedule:

- The initial effort will consist of requesting record information from each utility owner in the area. Depending on utility owner response time, it may take **up to two weeks** to gather all the record prints and as-built information.
- Utility designating field operations are estimated to require approximately **6 days** for a 2-person field designating crew, with an **additional 4 days** required to complete the location survey. Field operations will generally begin shortly after the utility record information has been compiled. However, the **actual start date will be dependent on the field crew schedule and availability at the time NTP is provided.**

- Final submittals will require **three to four weeks** after the field work has been completed to include the QL B CAD drawing, utility database preparation, along with completion of QA review and discrepancy resolution efforts.
- The Phase 2 schedule will be developed after completion of the Phase 1 effort.

UMS, at its own discretion, may assign different personnel to perform tasks specified within the work scope and estimate based on staff availability and project schedule.

UMS is prepared to add crew members as necessary to ensure necessary production levels are met and submittals are timely for utility coordination and design development.

Appendix A

SUE and the ASCE 38 Standard Guidelines

Data collection activities will follow American Society of Civil Engineers, Construction Institute and Utility Engineering and Surveying Institute, *Standard Guideline for Investigating and Documenting Existing Utilities*. Reston, VA 2022. Perhaps the most significant contribution of the ASCE/CI standard is the development of a formalized procedure for qualifying and designating the general quality of the depicted individual facilities. The Table below summarizes the four quality level (QL) definitions included in the ASCE standard. Included with the definitions are comments on the relative positional accuracy for the corresponding quality levels.

Adherence to ASCE depiction standards along with the use of records research, geophysical methods, vacuum excavation, and engineering survey combined in a phased approach and guided by professional judgment, has often been referred to as Subsurface Utility Engineering (SUE). In proper context, SUE, or more recently simply referred to as “Utility Engineering”, is a rather complex and important series of engineering tasks, procedures and associated responsibilities established to manage risk, promote efficiency, and reduce costs; the utility mapping and designation of quality levels, in fact, provides the data set with which the utility engineering process begins. In a broader sense, utility engineering involves utilizing the qualified utility data sets to conduct the following engineering activities:

- systematically identify, itemize, and define apparent conflicts between proposed designs and existing utilities;
- optimize design development and mitigate utility conflicts;
- identify and accommodate other infrastructure, planned betterments and new installations;
- conduct effective utility coordination in which resolutions to conflicts are derived that serve the best interests of the public and all stakeholders involved;
- develop construction plans and bid documents which concisely identify and provide details of outstanding conflicts for construction planning, bidding, and execution; and
- encourage value engineering and mitigation of cost implications to all infrastructure systems which provide service to commerce, government, and the general public.

Protocols for SUE / utility engineering as established by the Federal Highway Administration (FHWA) and the applicable state DOT will be followed for this project. The SUE process utilizing the ASCE 38 standard guideline for acquiring and depicting existing utilities provides a framework to obtain and represent the requested utility information in a pragmatic and cost effective manner.

By ASCE 38 definition, utility record data is classified as quality level (QL) D and will cause inconsistent and erroneous interpretation due to the following: 1) utilities are inaccurately positioned and in reality may or may not pose as an issue for proposed construction; 2) utility installations may vary due to recent improvements or changes and may not be properly documented; 3) some existing facilities may not be reported or identified and are missing from the data set; and 4) incomplete or inaccurate records can likewise cause misleading and erroneous field markings by third party contract locators or utility owner field personnel. In addition, buried unknowns can cause deceptive geophysical phenomena and interference which severely alter induced current flow and distort corresponding electromagnetic fields; these issues commonly occur, are difficult to detect and decipher, and greatly complicate detection and interpretive efforts.

Consequently, ASCE 38 standard guidelines were developed to overcome these problems and permit systematic upgrading of utility data designation to QL C, B, and A to facilitate subsequent design, conflict resolution engineering, and utility coordination work. The ASCE/CI 38-02 guidelines require:

- calibrated geophysical prospecting methods performed by qualified, experienced field personnel;
- methodical field investigation and verification practices;
- research and field identification of installation type, size, and material;
- land survey methods to accurately tie data to project coordinates;
- supplemental field and records investigation to prevent overlooked facilities;
- quality assurance review that includes owner written confirmation of depicted facilities; and
- a qualified registered professional engineer of record who thoroughly understands geophysical theory, has experience with all issues and pitfalls associated with mapping buried infrastructure, directly oversees the effort, and is directly accountable for all aspects of the work product.

Limitations

Professional subsurface utility engineering services are to be performed in accordance with generally accepted engineering principles and practices at this time. Adherence to ASCE 38 standards and good practices by experienced utility engineering personnel typically ensures development of a very good data set; practical restrictions in budget, schedule, access and equipment, however, can limit acquisition and interpretation efforts. The Phase 1 effort retraces detectable utility alignments within the project area to obtain QL B data wherever possible, collating information from records obtained from the utility owners, and relating records with observable surface features. A possibility will always exist that abandoned, forgotten, non-detectable or undocumented utilities are not mapped using standard SUE procedures previously described. Utilities possessing characteristics mentioned below can be overlooked while following standard SUE investigative procedures:

1. Utilities without apparent records available, without apparent surface features, and not detected through standard search procedures.
2. Utilities with records which are illegible or incomplete.
3. Utilities that are inaccurately reported or inaccurately represented by the owner as lying a significant distance from the true position.
4. Abandoned utilities lacking records and apparent surface features, and are not detected through standard search procedures.
5. Utilities buried excessively deep (as a rule of thumb, utilities located deeper than 10 feet), beyond detection limits of standard designating equipment and standard vacuum excavation equipment.
6. Non-conductive utilities buried in clay soil and lacking apparent surface features.
7. Facilities installed subsequent to the utility designating field investigation effort.
8. Individual utilities in a common trench. Designating of common trench utilities can be difficult due to EM signal bleed over and difficulties in separating EM signals. Cathodic Protection connections between individual pipelines also increases the difficulty of determining individual pipe alignments.

9. QL B depictions of pipe alignments developed by means of tracer wire direct connection methods is dependent on the assumption that the tracer wire has been placed in close proximity to the associated pipe. Events such as lightning strike surges along tracer wires have caused damages to pipes, so installation practices now require that tracer wire is offset a safe distance (e.g., 1 to 2 feet) from the pipes. Users are cautioned that it is the tracer wire alignment that is recorded and depicted on the existing utility reference file and the assumption is made that this represents the alignment of the target pipe.

A pragmatic effort will be made to systematically designate and depict buried utilities within the corridor to the extent practical for the authorized project budget and schedule. UMS must be kept advised throughout the design process to: 1) assess subsequent verbal accounts or record evidence on infrastructure which do not agree with or contradict the submitted data set; 2) evaluate designer evaluation and usage of the qualified and depicted utility data, especially QL C and D data; and 3) provide recommendations for further utility investigations as deemed prudent.

Final utility plans are for design purposes only and reflect subsurface utility conditions at the time surveyed. Existing utility locations depicted on the plans do not supersede statutory mandates including Colorado 811 notification; the contractor shall call 811 two business days prior to construction and obey mandates as required by law. The Client and UMS should be notified of any discrepancies between the utility designating results and Colorado 811 notification markings, and caution shall be used by the contractor until discrepancies are resolved.

Contractor shall call the utility notification service (Colorado 811) before excavating as required by Law.

**Utility Mapping Services
Cost Proposal for Phase 1 Utility Investigation**

Project Name: SH-60 and CR-13

UMS Project No: 11951.1

Date: February 14, 2023

Owner: Town of Johnstown

Contact: Johnny Olson

Address: 1953 40th Ave, Greeley CO 80634

Phone: 970-381-2206

Email: jdolsons33@gmail.com



Utility Mapping Services

15065 W. 44th Ave.

Golden, CO 80403

720.230.0780

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**Subsurface Utility Engineering - Phase 1 Assumptions: 21950 linear feet of utilities
A two man designating crew for 6 days
An engineering survey for 3 Days**

Project Task No.	Project Task Description	Project Manager	Project Engineer	Staff Geophysicist	Principal Engineer	Field Ops Manager	Field Specialist II	Field Specialist I	Staff Engineer	Clerical	Total Hours	
1100	Project Preparation and Management, Meetings	10.00	4.00	2.00	1.00	6.00	4.00		6.00	2.00	35.00	
1200	Records Research and Review	4.00				4.00	2.00		4.00		14.00	
1300	Mobilization					8.00	9.00		9.00		26.00	
1400	Field Designating					48.00	48.00				96.00	
1450	GPR Data Acquisition			2.00					8.00		10.00	
1500	Engineering Survey								24.00		24.00	
1600	CADD Development		30.00								30.00	
1650	GPR Data Processing			12.00							12.00	
1700	Database Development	2.00	8.00								10.00	
1800	Project Documentation & QA/QC	4.00	4.00	2.00	4.00	6.00	3.00		4.00		27.00	
1900	Submittal Preparation	2.00	8.00	2.00	4.00					2.00	18.00	
	Phase I Hours	22.00	54.00	20.00	9.00	72.00	66.00	0.00	55.00	4.00	302	
	Hourly Raw Rates	55.37	47.60	42.00	58.01	46.17	35.00	25.30	42.00	48.00		
	Total Direct Raw Rates	1218.14	2570.40	840.00	522.09	3324.24	2310.00	0.00	2310.00	192.00	13287	
	Fully Burdened Rates	178.29	153.27	135.24	186.79	148.67	112.70	81.47	135.24	154.56		
	Total Burdened Rates	3922.41	8276.69	2704.80	1681.13	10704.05	7438.20	0.00	7438.20	618.24	42784	
											Phase I Labor Costs	42783.72

Item	Unit	No. of Units	Unit cost	
CADD Station	hour	30.00	10.00	300.00
Survey Equipment (Trimble R8 RTK GPS)	day	3.00	144.00	432.00
PinPoint GPR	day	1.00	350.00	350.00
Geofeature Database Fee	hour	10.00	27.00	270.00
Specialty Field Vehicle	mile	1100.00	0.655	720.50
GSA Meals (Travel Day)	day	4.00	44.25	177.00
GSA Meals (Full Day)	day	6.00	59.00	354.00
GSA Lodging	day	8.00	98.00	784.00
			Total Direct Costs	3387.50

UMS Services \$46,171.22

Traffic Control (does not include flaggers)	day	2.00	1500.00	3000.00
Permits (Fee assumed to be waived)	ea	0.00	500.00	0.00

SUE Phase 1 Total \$49,171.22

*traffic control and permit costs are approximate; actual costs will be invoiced.

THIS ESTIMATE IS VALID FOR 60 DAYS FROM THE DATE POSTED AT THE TOP OF THIS PROPOSAL

**Utility Mapping Services
Cost Proposal for Phase 2 QL A Utility Investigation**

Project Name: SH-60 and CR-13

UMS Project No: 11951.2

Date: February 14, 2023

Owner: Town of Johnstown

Contact: Johnny Olson

Address: 1953 40th Ave, Greeley CO 80634

Phone: 970-381-2206

Email: jdolsons33@gmail.com



Utility Mapping Services

15065 W. 44th Ave.

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Subsurface Utility Engineering - Phase 2 Utility Investigation: Assuming 10 vacuum excavation holes on utilities less than 7-feet in depth, 5 holes in pavement, and 5 in dirt. Four caisson clearance holes, 2-feet in diameter and 10-feet in depth.

Project Task No.	Project Task Description	Project Manager	Project Engineer	Staff Geophysicist	Principal Engineer	Field Ops Manager	Field Specialist II	Field Specialist I	Staff Engineer	Clerical	Total Hours
2100	Work Plan, H&S, Traffic, Permits	4	2		1	3				2	12.0
2200	Mobilization					4					4.0
2300	Test Hole Staking/Designating					2					2.0
2400	Utility Locating					24					24.0
2500	Engineering Survey					1					1.0
2600	CADD Development		2								2.0
2700	Database Development		2								2.0
2800	Project Documentation & QA/QC	1	1		2	3					7.0
2900	Submittal Preparation	2	2		2					2	8.0
Phase II Hours		7.0	9.0	0.0	5.0	37.0	0.0	0.0	0.0	4.0	62
Fully Burdened Rates		178.29	153.27	135.24	186.79	148.67	112.70	81.47	135.24	154.56	
Total Burdened Rates		1248.04	1379.45	0.00	933.96	5500.69	0.00	0.00	0.00	618.24	9680.38
Labor Costs											9680.38

Item	Unit	No. of Units	Unit cost	
CADD Station	hour	2.00	10.00	20.00
Survey Equipment (Trimble R8 RTK GPS)	day	1.00	144.00	144.00
Geofeature Database Fee	hour	2.00	27.00	54.00
Specialty Field Vehicle	mile	300.00	0.655	196.50
GSA Meals (Travel Day)	day	2.00	44.25	88.50
GSA Meals (Full Day)	day	1.00	59.00	59.00
GSA Lodging	day	2.00	98.00	196.00
Total Direct Costs				758.00

UMS Services 10438.38

Vacuum Excavation Truck and Crew (utility test holes)	ea	10.00	700.00	7000.00
Vacuum Excavation Truck and Crew (caisson clearance holes)	ea	4.00	1600.00	6400.00
Pavement Repair and Resurfacing	ea	9.00	275.00	2475.00
Permits	ea	1.00	1800.00	1800.00
Flowable Fill	ea	0.00	155.00	0.00
Traffic Control (does not include flaggers)	day	3.00	1800.00	5400.00

Vendor Services, Permits, Traffic Control 23075.00

*traffic control, vac truck and permit costs are approximate; actual costs will be invoiced.

THIS ESTIMATE IS VAILD FOR 60 DAYS FROM THE DATE POSTED AT THE TOP OF THIS PROPOSAL

SUE Phase 2 Total **\$33,513.38**

SH 60 and Colorado Blvd





Town of Johnstown

TOWN COUNCIL AGENDA COMMUNICATIONS

- AGENDA DATE:** March 6, 2023
- SUBJECT:** Ordinance 2023-243, an Ordinance concerning Municipal Court procedures; Amending Sections 2-74, 8-26 and 8-83 of the Johnstown Municipal Code concerning respectively Fines, Court Costs and Surcharges, Judgments of Liability by Default and Mandatory Truck Route Fines; Adding Sections 2-75 and 2-76 to the Johnstown Municipal Code concerning respectively Alternatives in Sentencing and Collection Of Unpaid Monetary Sentences; Omitting Sections 8-46, 8-81 and 8-82 from the Johnstown Municipal Code
- ACTION PROPOSED:** Consider Ordinance No. 2023-243
- ATTACHMENTS:** 1. Ordinance No. 2023-243
- PRESENTED BY:** Avi Rocklin, Town Attorney
Hannah Hill, Town Clerk
-

AGENDA ITEM DESCRIPTION: Town staff recommends that the Town Council adopt amendments to the Johnstown Municipal Code (“Code”) concerning municipal court procedures, including authorization for the municipal court judge to impose alternative sentencing and enter judgments of liability by default, allowing the Town to retain a collection agency to collect unpaid municipal court monetary sentences, omitting certain sections of the Code that are duplicative of provisions contained in the Town-adopted Model Traffic Code for Colorado and clarifying that surcharges shall be a set amount rather than a percentage of the fine. The rationale is as follows.

Alternatives in Sentencing. While the municipal court judge has sentencing authority, the addition of Section 2-75 regarding alternatives in sentencing would explicitly set out that the municipal judge’s authority to: suspend all or part of a defendant’s sentence; defer the entry of judgment; order restitution; require the defendant to attend a class, perform community service or participate in drug or alcohol evaluations and/or classes; and allow a defendant to participate in restorative justice. Restorative justice is a program being implemented by the Johnstown Police Department with the purpose of rehabilitating a defendant by classes or mediation rather than engaging in the municipal court process.

Default Judgments. The addition of Section 8-26(3) would explicitly recognize the municipal judge’s authority to enter judgments by default for traffic infractions. Thus, if a defendant with a traffic ticket fails

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to appear or fails to perform the obligations contained in a plea agreement, the municipal court judge would be entitled to enter judgment on the traffic violation, report the points to Colorado Department of Motor Vehicles and send the fine and fees to collections.

Collection Agency. In recent years, the Colorado General Assembly has amended the law to prohibit a municipal court judge from issuing warrants for a defendant’s “failure to pay.” The result is that, if a defendant fails to pay or fails to appear to pay, the municipal court has limited recourse to collect unpaid monetary sentences. As such, many municipal courts have opted to utilize a collection agency or private counsel to collect such funds. The collection agency or private counsel may add collection costs to the amount due to the Town in an amount that does not exceed twenty-five percent (25%) of the total amount assigned for collection.

Surcharge. To provide more predictability and consistency, Town staff recommends amending Section 2-74(a)(3) to clarify that surcharges shall be a set amount set forth in the Town fee schedule and not be a percentage of the fine.

Mandatory Truck Routes. Town staff recommends omitting the fine and allowing the municipal court judge, rather, to set forth the penalty assessment on the court fine schedule.

Section 8-81 and 8-82. Town staff recommends the omission of Sections 8-81 (Compulsory Proof of Insurance) and 8-82 (Mandatory Use of Seat Belt) because the Colorado Model Traffic Code, adopted in Article II of Chapter 8 of the Code, contains provisions for those traffic violations and Sections 8-81 and 8-82 are duplicative.

LEGAL ADVICE:

The Town Attorney prepared Ordinance No. 2023-243.

FINANCIAL ADVICE:

N/A

RECOMMENDED ACTION: Approve Ordinance No. 2023-243 on first reading.



SUGGESTED MOTIONS:

For Approval: I move to approve Ordinance 2023-243, an Ordinance concerning Municipal Court procedures; Amending Sections 2-74, 8-26 and 8-83 of the Johnstown Municipal Code concerning respectively Fines, Court Costs and Surcharges, Judgments of Liability by Default and Mandatory Truck Route Fines; Adding Sections 2-75 and 2-76 to the Johnstown Municipal Code concerning respectively Alternatives in Sentencing and Collection of Unpaid Monetary Sentences; Omitting Sections 8-46, 8-81 and 8-82 from the Johnstown Municipal Code.

For Denial: I move to deny approval of Ordinance No. 2023-243.

Reviewed and Approved for Presentation,



Town Manager

TOWN OF JOHNSTOWN, COLORADO

ORDINANCE NO. 2023-243

AN ORDINANCE CONCERNING MUNICIPAL COURT PROCEDURES; AMENDING SECTIONS 2-74, 8-26 AND 8-83 OF THE JOHNSTOWN MUNICIPAL CODE CONCERNING RESPECTIVELY FINES, COURT COSTS AND SURCHARGES, JUDGMENTS OF LIABILITY BY DEFAULT AND MANDATORY TRUCK ROUTE FINES; ADDING SECTIONS 2-75 AND 2-76 TO THE JOHNSTOWN MUNICIPAL CODE CONCERNING RESPECTIVELY ALTERNATIVES IN SENTENCING AND COLLECTION OF UNPAID MONETARY SENTENCES; OMITTING SECTIONS 8-46, 8-81 AND 8-82 FROM THE JOHNSTOWN MUNICIPAL CODE

WHEREAS, the Town of Johnstown, Colorado is a municipal corporation duly organized and existing under its Home Rule Charter adopted pursuant to Article XX of the Constitution of the State of Colorado; and

WHEREAS, the Town Council is vested with authority to administer the affairs of the Town; and

WHEREAS, the Town staff recommends that the Town Council adopt amendments to the Johnstown Municipal Code (“Code”) concerning Municipal Court procedures, including, among others, authorization for the municipal court judge to impose alternative sentencing and enter judgments of liability by default, allowing the Town to retain a collection agency to collect unpaid municipal court monetary sentences, and the omission of sections of the Code that are duplicative of provisions contained in the Town-adopted Model Traffic Code for Colorado; and

WHEREAS, based on the recommendation of Town staff, the Town Council desires to: amend Section 2-74 (“Fines, court costs and surcharge imposed by the Municipal Court”), Section 8-26 (“Penalties”) and Section 8-83 (“Mandatory routes for overweight trucks”) of the Code; add Section 2-75 (“Alternatives in sentencing”) and Section 2-76 (“Collection of unpaid municipal court monetary sentences”) to the Code; and omit Section 8-46 (“Violation; penalty”), Section 8-81 (“Compulsory proof of insurance”) and Section 8-82 (“Mandatory use of safety belt”) from the Code; and

WHEREAS, the Town Council hereby finds, determines and declares that this Ordinance is promulgated under the general police power of the Town, that it is promulgated for the preservation of the public health, welfare, peace, safety and property and that this Ordinance is in the best interests of the citizens of the Town.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JOHNSTOWN, COLORADO, AS FOLLOWS:

Section 1. Section 2-74. Section 2-74 of the Johnstown Municipal Code shall be amended to in full to read as follows:

Sec. 2-74. Fines, court costs and surcharge imposed by the Municipal Court.

- (a) *Sentencing.* For each person who is convicted or enters a plea of guilty or nolo contendere to a violation of the Charter, ordinances or other enactments of the Town, the municipal judge shall, except as otherwise provided in this Article:
- (1) Impose a fine in an amount not to exceed the maximum fine permitted under state law;
 - (2) Assess court costs in the amount provided by resolution of the Town Council in the Town Fee Schedule; and
 - (3) Assess a surcharge in the amount provided by resolution of the Town Council in the Town Fee Schedule.
- (b) *Disposition of surcharge proceeds.* All proceeds of the surcharges shall be paid into the General Fund of the Town to be used for the purpose of law enforcement training or for the purchase of equipment for traffic enforcement and traffic safety.

Section 2. Section 2-75. Section 2-75 shall be added to the Johnstown Municipal Code to read as follows:

Sec. 2-75. Alternatives in sentencing.

When a person is convicted or enters a plea of guilty or nolo contendere to a violation of the Charter, ordinances or other enactments of the Town, the municipal judge may:

- (a) Sentence the defendant as provided in this Article;
- (b) Suspend all or part of the defendant's sentence;
- (c) Defer the entry of judgment;
- (d) Order that the defendant make restitution to the victim who suffered damages as a result of defendant's conduct;
- (e) Require the defendant to attend a driver-training course or other appropriate class or program;
- (f) Require the defendant to perform a specified number of hours of useful public service;
- (g) Require the defendant to participate in a mental health or drug and alcohol evaluation and rehabilitation class or program; and/or
- (h) Impose additional sentencing orders as the municipal judge deems reasonable and appropriate, including restorative justice.

Section 3. Section 2-76. Section 2-76 shall be added to the Johnstown Municipal Code to read as follows:

Sec. 2-76. Collection of unpaid municipal court monetary sentences.

In the event a defendant fails to pay any fine, cost, surcharge or restitution ordered by the municipal judge by the date so ordered, the Town may employ any method available to collect the past due funds, including, but not limited to, assignment of all or a portion of the receivables to a collection agency or private counsel. The collection agency or private counsel tasked with collection of the receivables may add collection costs to the amount due to the Town, but such collection costs shall not exceed twenty-five percent (25%) of the total amount assigned for collection.

Section 4. Section 8-26. Section 8-26 of the Johnstown Municipal Code shall be amended to in full to read as follows:

Sec. 8-26. Penalties.

- (1) It is unlawful for any person to violate any of the provisions adopted in this Chapter.
- (2) Every person convicted of a violation of any of the provisions stated or adopted in this Chapter shall be punished by a fine not exceeding the maximum amount permitted under state law.
- (3) For each person who fails to appear for an arraignment or trial, the municipal judge may enter judgment of liability by default for traffic infractions, assess the appropriate fine, court costs and surcharge and report the judgment to the state motor vehicle division who may assess points against the defendant's driver license and take any other action permitted by law.

Section 5. Section 8-46. Section 8-46 of the Johnstown Municipal Code shall be omitted from the Code and marked "Reserved."

Section 7. Section 8-81. Section 8-81 of the Johnstown Municipal Code shall be omitted from the Code.

Section 8. Section 8-82. Section 8-82 of the Johnstown Municipal Code shall be omitted from the Code.

Section 9. Section 8-83. Section 8-83 of the Johnstown Municipal Code shall be renumbered to Section 8-81 and Subsection (a) contained therein shall be amended to remove the last sentence and shall thereafter read as follows:

Sec. 8-81. Mandatory routes for overweight trucks.

(a) All trucks weighing over seven thousand (7,000) pounds empty weight are prohibited from traveling on all streets, alleys, viaducts, bridges or other public ways in the Town except on designated truck routes. Trucks of larger sizes may use the prohibited streets to make deliveries on such streets or nearby streets, provided that such trucks use the shortest route between an established truck route and point of delivery.

Section 10. Severability. If any part or provision of this Ordinance, or its application to any person or circumstance, is adjudged to be invalid or unenforceable, the invalidity or unenforceability of such part, provision, or application shall not affect any of the remaining parts, provisions or applications of this Ordinance that can be given effect without the invalid provision,

part or application, and to this end the provisions and parts of this Ordinance are declared to be severable.

Section 11. Code revisions. Minor changes such as the format and other changes to unify the revised Code may be necessary. The Town Clerk is hereby authorized to make such changes, provided that neither the intent nor substantive content will be altered by such changes.

Section 12. Publication; Effective Date. This Ordinance, after its passage on final reading, shall be numbered, recorded, published and posted as required by the Home Rule Charter of the Town of Johnstown, Colorado (“Charter”) and the adoption, posting and publication shall be authenticated by the signature of the Mayor and the Town Clerk. This Ordinance shall become effective upon final passage as provided by the Charter. Copies of the entire Ordinance are available at the office of the Town Clerk.

INTRODUCED AND APPROVED on first reading by the Town Council of the Town of Johnstown, Colorado, this ____ day of _____, 2023.

TOWN OF JOHNSTOWN, COLORADO

ATTEST:

By: _____
Hannah Hill, Town Clerk

By: _____
Gary Lebsack, Mayor

PASSED UPON FINAL APPROVAL AND ADOPTED on second reading by the Town Council of the Town of Johnstown, Colorado, this ____ day of _____, 2023.

TOWN OF JOHNSTOWN, COLORADO

ATTEST:

By: _____
Hannah Hill, Town Clerk

By: _____
Gary Lebsack, Mayor



Town of Johnstown

TOWN COUNCIL AGENDA COMMUNICATIONS

AGENDA DATE: March 6, 2023

SUBJECT: Uncle Benny’s Marketplace Site Development Plan

ACTION PROPOSED: Consider Resolution 2023-13 Approving the Site Development Plan for Uncle Benny’s Marketplace

ATTACHMENTS:

1. Resolution 2023-13
2. Vicinity Map
3. Site Development Plan for Uncle Benny’s Marketplace
4. PZC Staff Report (2-15-23)
5. Johnson Corner PUD exhibit
6. Staff Presentation

PRESENTED BY: Kim Meyer, Planning & Development Director

AGENDA ITEM DESCRIPTION:

The Applicant, Uncle Benny’s Building Supplies, LLC, is requesting Site Development Plan approval of a retail building supply marketplace and materials yard, on approximately 5 acres located on the north side of Marketplace Drive, just east of the Candlelight Dinner Theater. (Attachment 2).

This development is being brought to Council as the property is zoned PUD-JC (Attachment 5) with no accompanying detailed design guidelines, and therefore Johnstown Municipal Code Sec. 16-145 requires Full Review by Planning & Zoning Commission (PZC) and Town Council. The PZC Staff report (Attachment 4) provides additional detail on this process and review criteria, as well as detailed Staff analysis of the project.

Town Staff and the Johnstown Review Committee have worked closely with the client and their design team to resolve outstanding issues. Final engineering review is still in process, but all other Town design standards and codes have been met through this review process. This project will extend utilities and Marketplace Drive along the frontage of this lot.

The Planning & Zoning Commission held a public hearing on February 15, 2023, to consider this item. No public comments were made and the commission unanimously recommended a motion to recommend to Town Council Approval of this Site Development Plan (Attachment 4).

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LEGAL ADVICE:

The Town Attorney drafted the Resolution.

FINANCIAL ADVICE:

NA

RECOMMENDED ACTION:

Approve Resolution 2023-13 approving the Site Development Plan for Uncle Benny’s Marketplace.

SUGGESTED MOTIONS:

For Approval: Based on findings and analysis presented at this hearing, I move to approve Resolution 2023-13 approving the Site Development Plan for Uncle Benny’s Marketplace.

For Denial: Based on information presented in this hearing, I move to deny Resolution 2023-13.

Reviewed and Approved for Presentation,



Town Manager

**TOWN OF JOHNSTOWN, COLORADO
RESOLUTION NO. 2023-13**

**APPROVING THE SITE DEVELOPMENT PLAN FOR UNCLE BENNY’S
MARKETPLACE, LOCATED IN THE NORTHWEST QUARTER OF
SECTION 35, TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE 6TH P.M.,
TOWN OF JOHNSTOWN, COUNTY OF LARIMER, STATE OF
COLORADO, CONSISTING OF APPROXIMATELY 5.036 ACRES**

WHEREAS, the Town of Johnstown, Colorado (“Town”) is a Colorado home rule municipality, duly organized and existing under the laws of the State of Colorado and the Town’s Home Rule Charter; and

WHEREAS, the Town Council is vested with authority to administer the affairs of the Town;
and

WHEREAS, Uncle Benny’s Building Supply, LLC, a Colorado limited liability company, submitted an application to the Town for approval of a Site Development Plan for Uncle Benny’s Marketplace, located in the Northwest Quarter of Section 35, Township 5 North, Range 68 West of the 6th P.M., Town of Johnstown, County of Larimer, State of Colorado, consisting of approximately 5.036 acres; and

WHEREAS, on February 15, 2022, the Planning and Zoning Commission held a hearing, reviewed the request and recommended that the Town Council approve the Site Development Plan for Uncle Benny’s Marketplace; and

WHEREAS, on March 6, 2023, the Town Council held a public hearing concerning approval of the Site Development Plan for Uncle Benny’s Marketplace, and, after considering the Planning and Zoning Commission’s recommendation, reviewing the file and conducting such hearing, found that the Site Development Plan for Uncle Benny’s Marketplace meets the data requirements and design standards of the zoning regulations contained in the Johnstown Municipal Code; and

WHEREAS, based on the foregoing, the Town Council desires to approve the Site Development Plan for Uncle Benny’s Marketplace.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE
TOWN OF JOHNSTOWN, COLORADO, THAT:**

Section 1. Site Development Plan Approval: The Site Development Plan for Uncle Benny’s Marketplace, located in the Northeast Quarter of Section 35, Township 5 North, Range 68 West of the 6th P.M., Town of Johnstown, County of Larimer, State of Colorado, consisting of approximately 5.036 acres, attached hereto and incorporated herein by reference at Exhibit A, is hereby approved.

Section 2. Filing: The Town Clerk is hereby directed to obtain the appropriate signatures for the Site Development Plan and have it properly filed in Town records.

PASSED, SIGNED, APPROVED, AND ADOPTED THIS ____ day of March, 2023.

ATTEST:

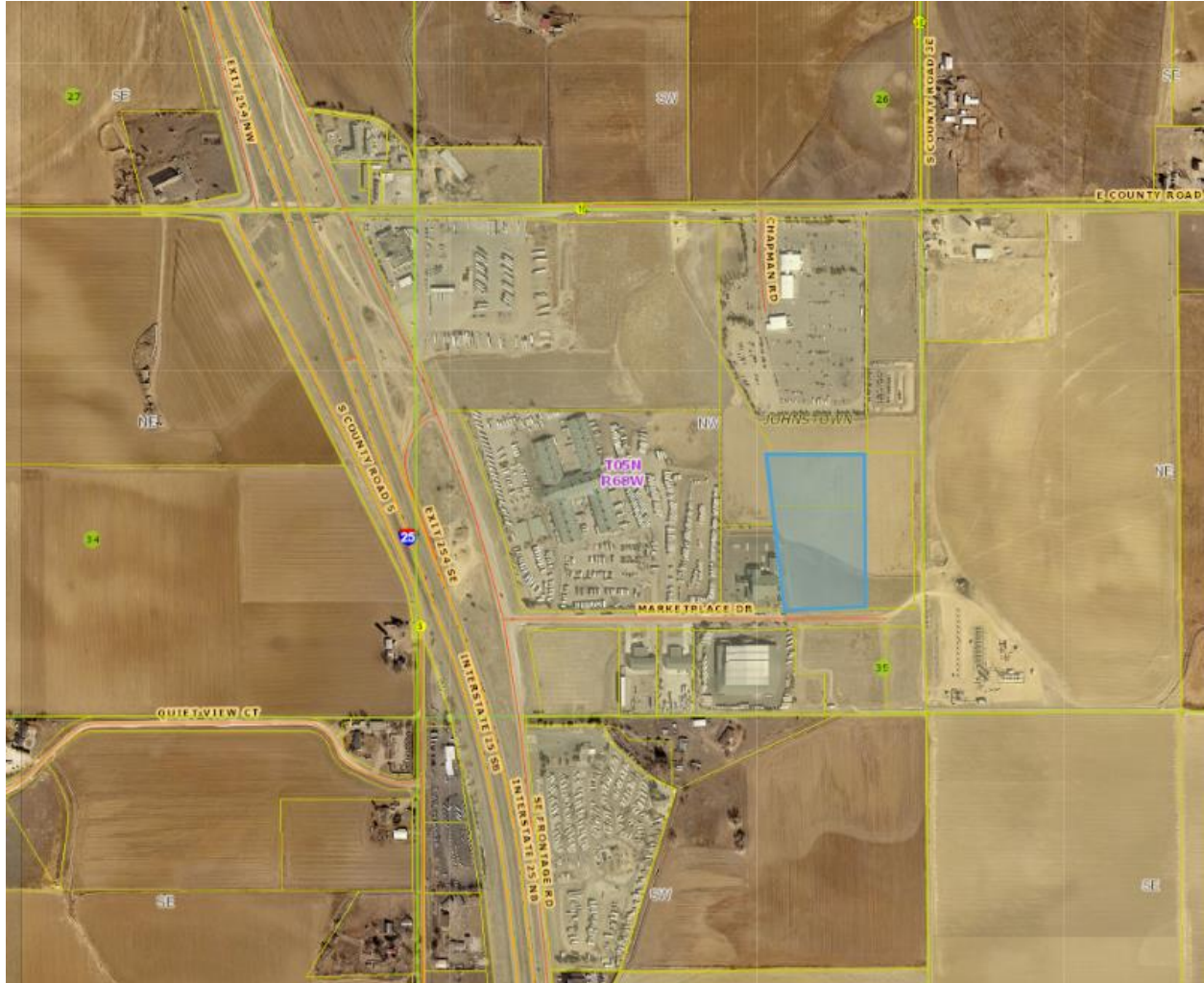
TOWN OF JOHNSTOWN, COLORADO

By: _____
Hannah Hill, Town Clerk

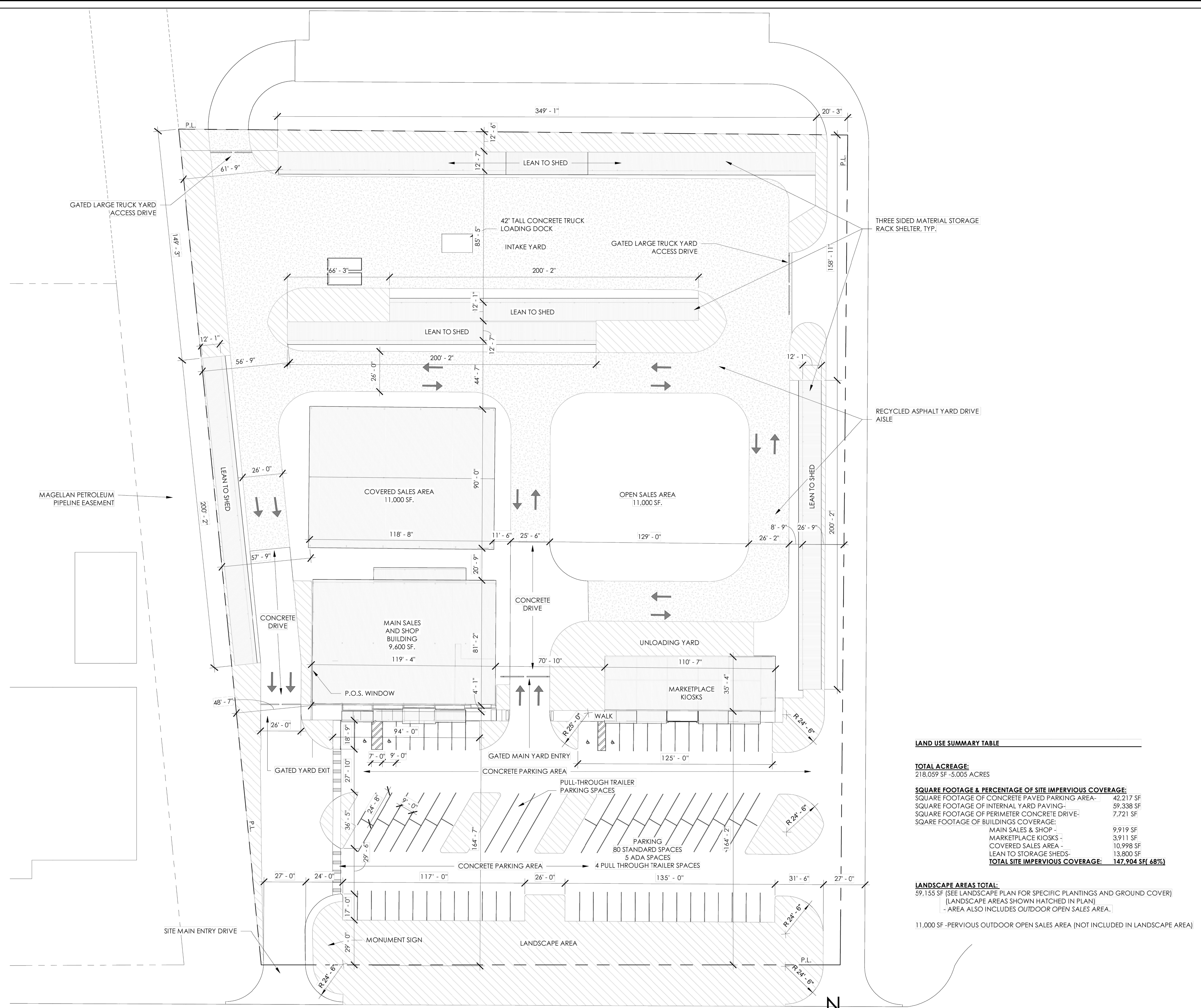
By: _____
Gary Lebsack, Mayor

VICINITY MAP
UNCLE BENNY'S

Marketplace Dr., east of the Frontage Road; east of Candlelight Theater



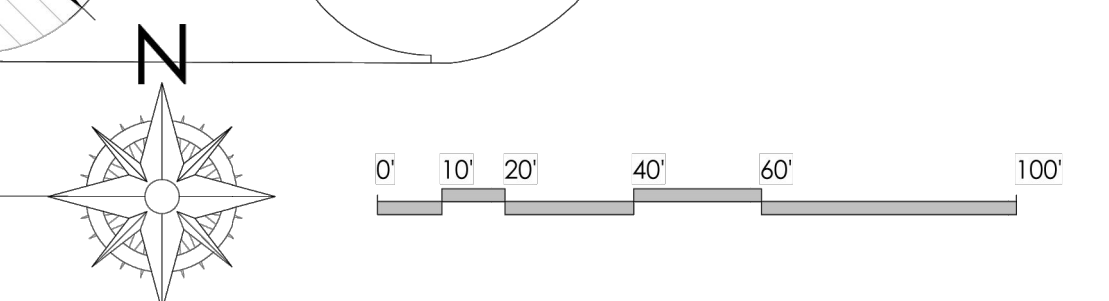
Nov 02, 2022 - 1:50pm H:\Shared drives\lodestone MS Sync\Projects\20-102 Uncle Benny's Building Supply\Correspondence\Planning Reviews\2022 October_Submittal\LIBS BUILDING ELD'S 10-22.dwg jkff



LAND USE SUMMARY TABLE

TOTAL ACREAGE:	218,059 SF - 5.005 ACRES
SQUARE FOOTAGE & PERCENTAGE OF SITE IMPERVIOUS COVERAGE:	
SQUARE FOOTAGE OF CONCRETE PAVED PARKING AREA-	42,217 SF
SQUARE FOOTAGE OF INTERNAL YARD PAVING-	59,338 SF
SQUARE FOOTAGE OF PERIMETER CONCRETE DRIVE-	7,721 SF
SQARE FOOTAGE OF BUILDINGS COVERAGE:	
MAIN SALES & SHOP-	9,919 SF
MARKETPLACE KIOSKS -	3,911 SF
COVERED SALES AREA -	10,998 SF
LEAN TO STORAGE SHEDS-	13,800 SF
TOTAL SITE IMPERVIOUS COVERAGE:	147,904 SF (68%)
LANDSCAPE AREAS TOTAL:	59,155 SF (SEE LANDSCAPE PLAN FOR SPECIFIC PLANTINGS AND GROUND COVER)
	(LANDSCAPE AREAS SHOWN HATCHED IN PLAN)
	- AREA ALSO INCLUDES OUTDOOR OPEN SALES AREA.
	11,000 SF -PERVIOUS OUTDOOR OPEN SALES AREA (NOT INCLUDED IN LANDSCAPE AREA)

1 SITE PLAN
SCALE: 1/32" = 1'-0"



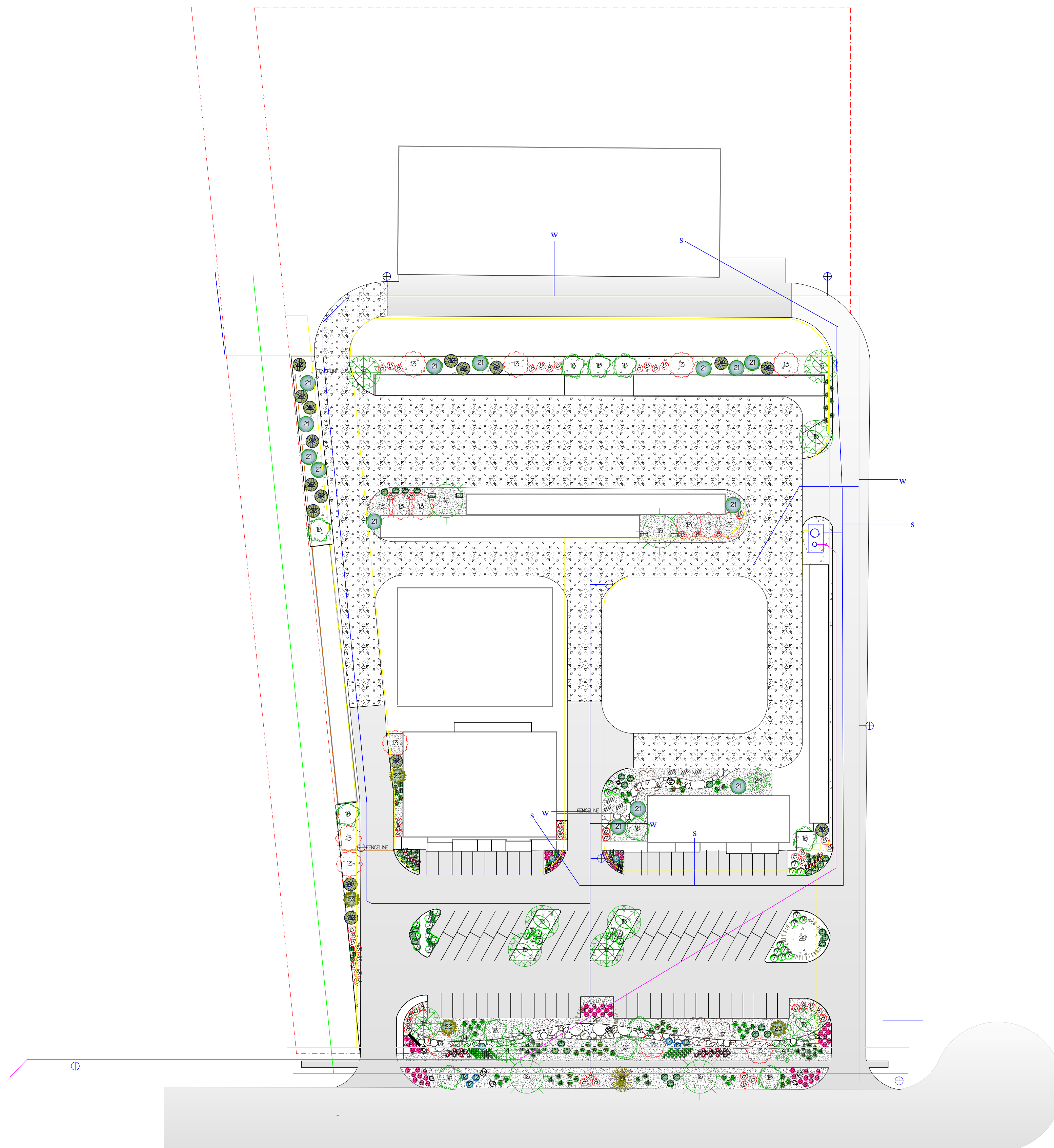
REVISIONS	
Date	By
Date	By
Date	By

Date	OCTOBER 2022	Drawn	J.V.S.
Field Book		Checked	J.V.S.
Scale	1" = 30'	Approved	J.V.S.

CLIENT	UNCLE BENNY'S BUILDING SUPPLIES
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LODESTONE DESIGN GROUP
206 FIFTH STREET, SUITE 200, FREDERICK, CO 80530-0440
PHONE: (303) 800-8366

TITLE	SITE PLAN
PROJECT NO.	20-102
SHEET NO.	1
NO. OF SHEETS	10



KEY	
	CONCRETE
	ROADBASE
NEW MATERIALS	
	1 1/2" GRAY RIVER ROCK
	3-8" GRAY COBBLE
	DRY RIVER BED
	1-15 TON BOULDERS
	FENCELINE
	OUTDOOR BENCH
	PICNIC TABLES

NEW MATERIALS	QUANTITIES
1 1/2" GRAY RIVER ROCK	17,333 SF
3-8" GRAY COBBLE	16,210 SF
DRY RIVER BED	3,500 SF
1-15 TON BOULDERS	12
FENCELINE	530 LF
OUTDOOR BENCH	4
PICNIC TABLES	6

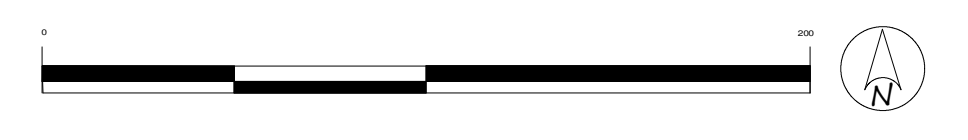
Utilities	
	forced main
	waterline
	gas line
	electric line
	fire hydrant
	lift station
	property line

Utilities courtesy of Shear Engineering Corp. See project 3184-01-21 sheet 5/18 for utility details. Betterland Design does not accept responsibility for damage to any utilities, known or unknown. Final responsibility for proper grading, drainage and utility locates rests with the client and project installers. Client retains final responsibility for accurate determination of property lines.

LEGEND		
BOTANICAL NAME	COMMON NAME	QTY
FLOWER, GRASS		
1 SCHIZACHYRIUM SCOPARILUM	LITTLE BLUESTEM	68
FLOWER, PERENNIAL		
2 RUDEBECKIA FULLGIDA VAR. SPECIOSA	RUDEBECKIA, BLACK EYED SUSAN	8
3 SALVIA MAY NIGHT	SALVIA, BLUE MAY NIGHT	10
SHRUB, CACTI		
4 EPHEDRA VIRIDIS	MORMON TEA	37
SHRUB, DECIDUOUS		
5 CHRYSOTHAMNUS NAUSEOSUS	RABBITBRUSH	24
6 FALLUGIA PARADOXA	APACHE PLUME	27
7 PRUNUS BESSEYI 'PAWNEE BUTTES'	CREeping WESTERN SAND CHERRY	34
8 ROSA WOODSII	WOOD'S ROSE	54
SHRUB, EVERGREEN BROADLEAF		
9 ARCTOSTAPHYLOS UVA-URSI 'MASSAC'	KINNICKINICK	57
10 HESPERALOE PARVIFOLIA	YUCCA, RED	35
SHRUB, EVERGREEN CONIFER		
11 JUNIPERUS VIRGINIANA 'TAYLOR'	JUNIPER, TAYLOR	13
12 PICEA PLUNGENS 'COMPACTA'	SPRUCE, GLOBE	9
TREE, DECIDUOUS		
13 AVELANCHER X GRAND 'AUTUMN BRILLIANCE'	AVELANCHER, AUTUMN BRILLIANCE	16
14 CRATAEGUS CRUS-GALLI	HAWTHORN, COCKSPUR	2
15 GLEDITSIA TRIACANTHOS INERMIS	HONEYLOCUST, IMPERIAL	9
16 GYMNOCLADUS DIOICA	KENTUCKY COFFEE TREE	4
17 MALUS X 'SPRING SNOW'	CRABAPPLE, SPRING SNOW	4
18 QUERCUS GAMBELLI	OAK, GAMBEL	12
19 SYRINGA RETICULATA	LILAC, JAPANESE TREE	1
20 TILIA GORDATA 'GLENLEVEN'	LINDEN, GLENLEVEN	2
TREE, EVERGREEN		
21 JUNIPERUS SCOPULORUM 'MOON GLOW'	JUNIPER, MOONGLOW	14
22 JUNIPERUS SCOPULORUM	JUNIPER, ROCKY MOUNTAIN	16
23 PICEA PLUNGENS 'BAKERI'	BLUE SPRUCE, BAKERI	4
24 PINUS PONDEROSA	PINE, PONDEROSA	3
25 PINUS MUGO FUMILO	PINE, MUGHO DWARF	31

DESIGNER NOTES

- Landscape areas are designed in accordance with the Town of Johnstown Landscape Standards and Specifications (ToJLS&S).
- All irrigation elements shall meet the requirements listed in section H.5 of JLS&S and focus on xeric principal. See Irrigation Detail Design, sheet 2/2, for irrigation details.
- Plants are shown at 2/3 mature size. Plant species details are available through the Uncle Benny's Master Plant List Compendium.
- All mulched areas must have a water permeable weed barrier underlayment.
- All mulched areas should have a depth of no less than 4" of material.
- All planting beds must be amended with a minimum of 3 cubic yards of organic material for 1000 square feet of existing soil, tilled to a minimum depth of 6 inches.
- Trees and shrub pits shall be backfilled using a mixture of one third native soil, one third top soil, and one third organic matter.
- The crown of newly installed plants must be covered with mulch to prevent rapid water evaporation and stressfull conditions on the newly established plant material
- It is the responsibility of the Developer and their Contractors to build the project according to approved plans and details and in accordance with current ToJLS&S.
- Maintenance will be carried out in accordance to section H.6 of the ToJLS&S.
- Always call for locates before digging
- Contact Emily Weakland at Betterland design with any questions or concerns in regards to this landscape design.
- Betterland Design does not accept responsibility for damage to any utilities, known or unknown. Final responsibility for proper grading, drainage and utility locates rests with the client and project installers. Client retains final responsibility for accurate determination of property lines.



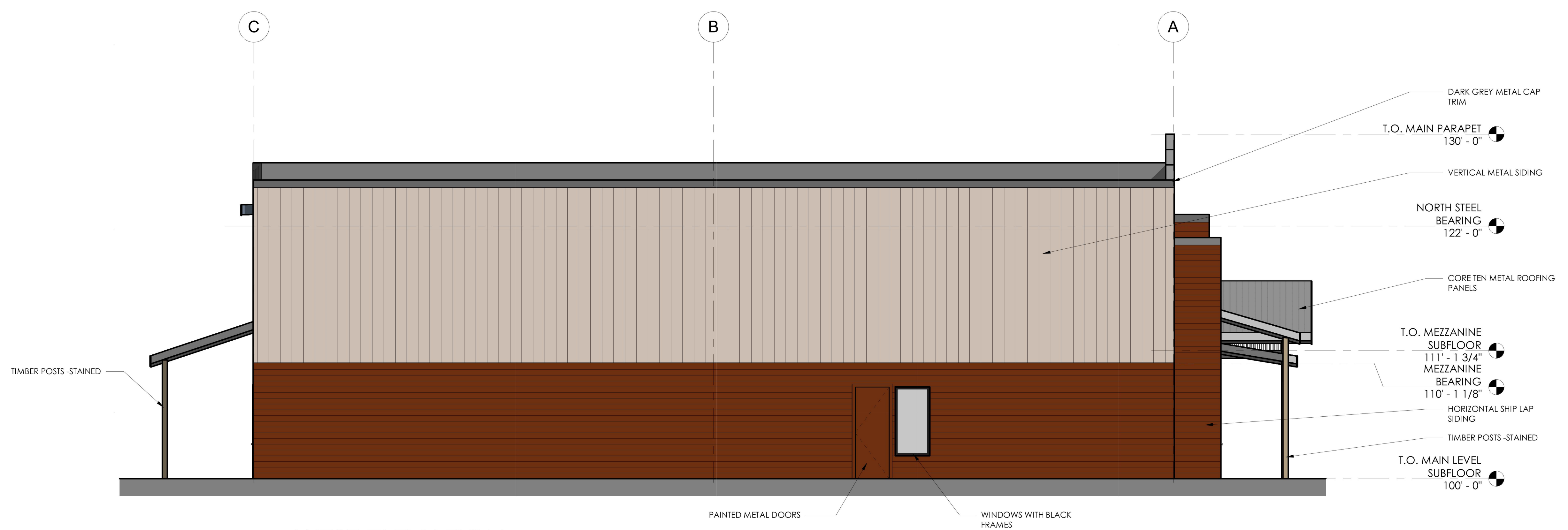
Revision #: 2/2
Date: 11/2/2022

Scale:
1" = 50'

Landscape Plan: 318 Page:1/2
Uncle Benny's Johnstown

Landscape Design by: Emily Weakland
Betterland Design





1 WEST ELEVATION
SCALE: 3/16" = 1'-0"



2 SOUTH/FRONT ELEVATION
SCALE: 3/16" = 1'-0"

Nov 02, 2022 - 1:53pm H:\Shared drives\Lodestone MS Sync\Projects\20-102 Uncle Benny's Building Supply\Correspondence\Planning Reviews\2022 October_Submittal\IBBS BUILDING ELEVATIONS 10-22.dwg jef

REVISIONS	
Date	By
Date	By
Date	By

Date	OCTOBER 2022	Drawn	J.V.S.
Field Book		Checked	J.V.S.
Scale	3/16" = 1'-0"	Approved	J.V.S.

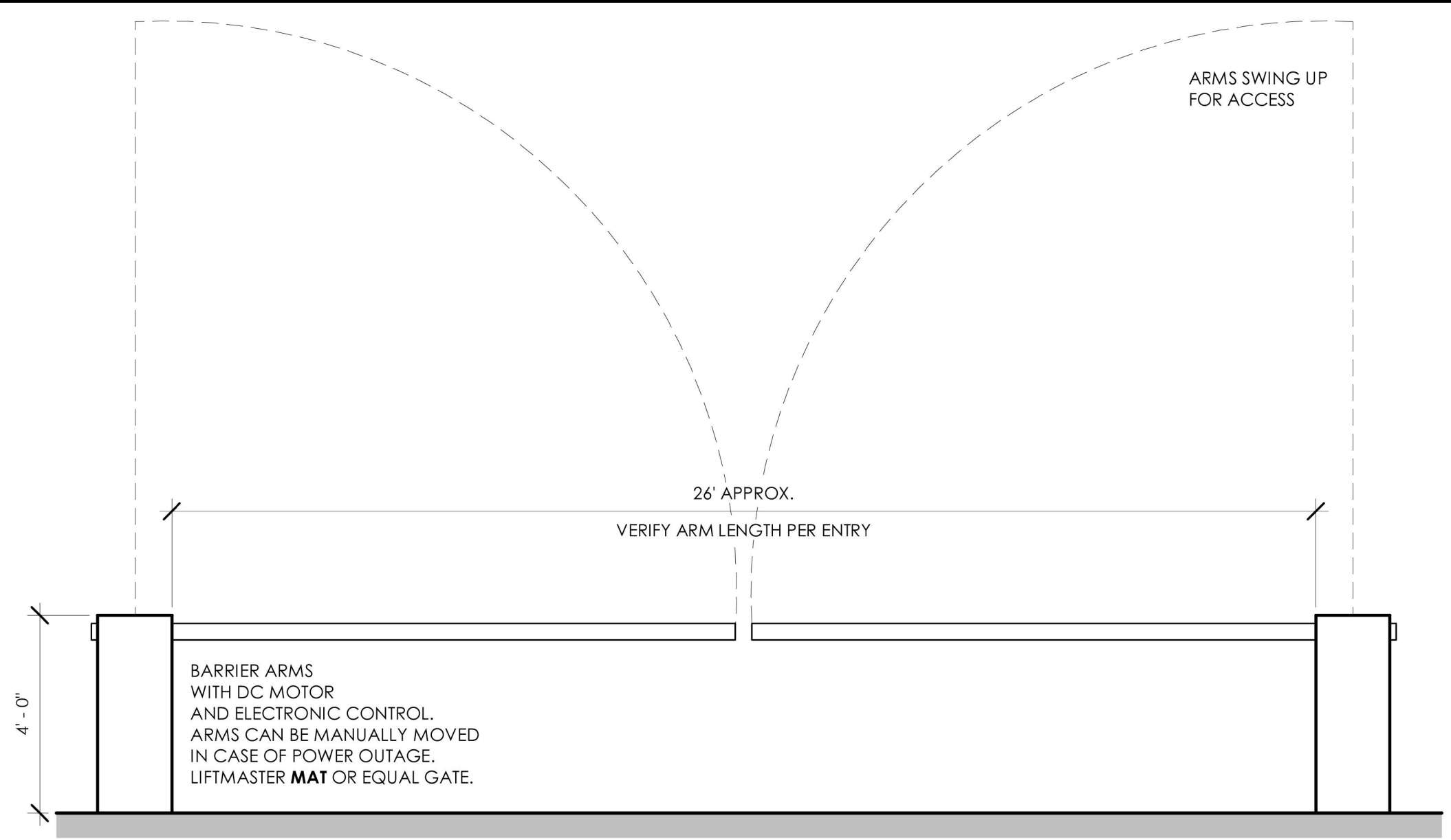
CLIENT
UNCLE BENNY'S BUILDING SUPPLIES

LODESTONE DESIGN GROUP
206 FIFTH STREET, SUITE 200, FREDERICK, CO 80530-0440
PHONE: (303) 800-8366

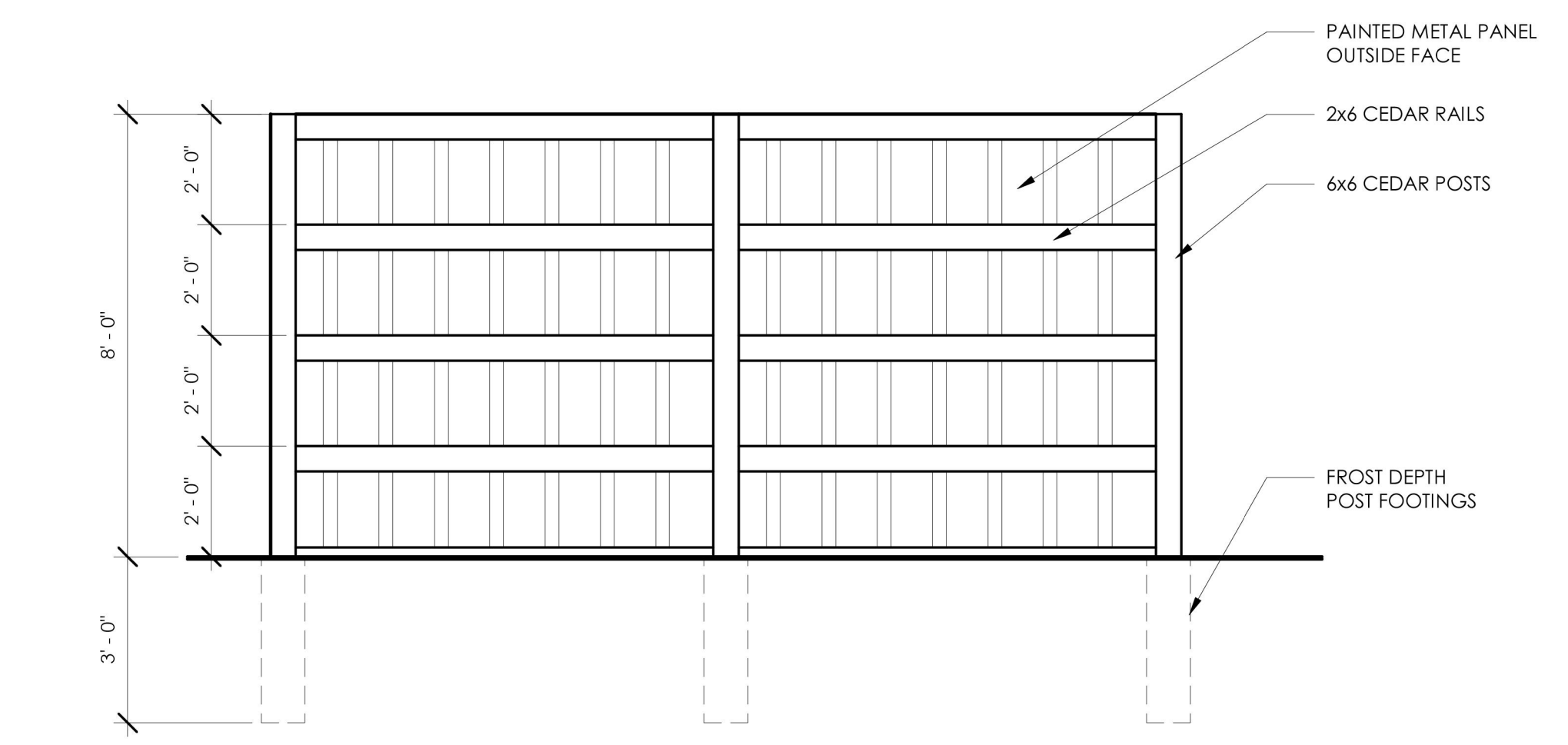
TITLE **BUILDING ELEVATIONS - MAIN SALES AND SHOP**
LOTS 1 & 2, UNCLE BENNY'S MARKETPLACE RE-SUBDIVISION
JOHNSTOWN, COLORADO

PROJECT NO.
20-102

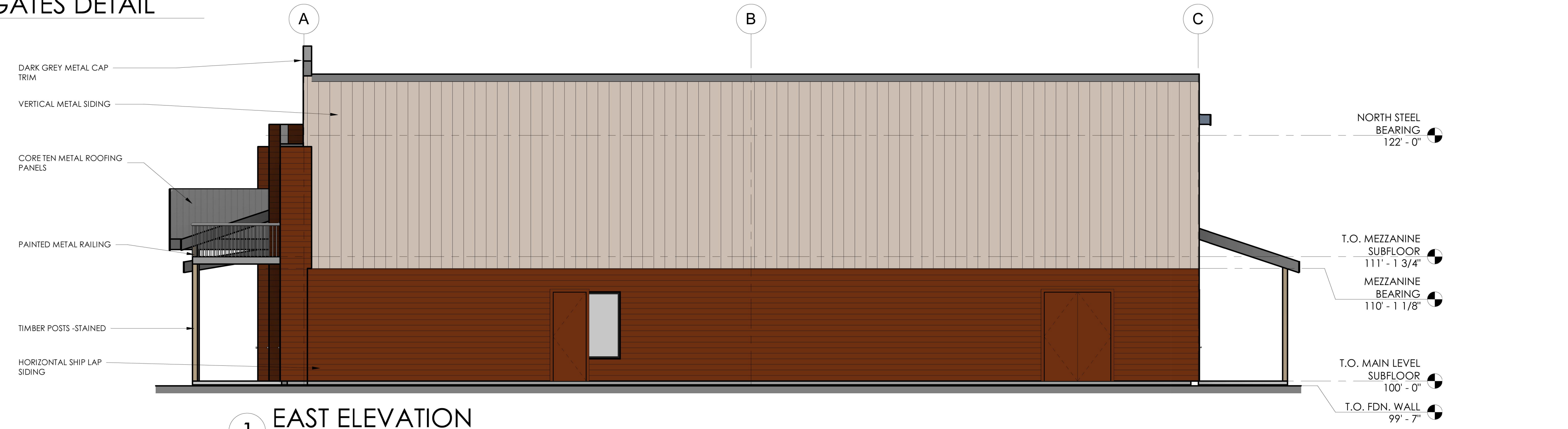
SHEET NO.	NO. OF SHEETS
5	10



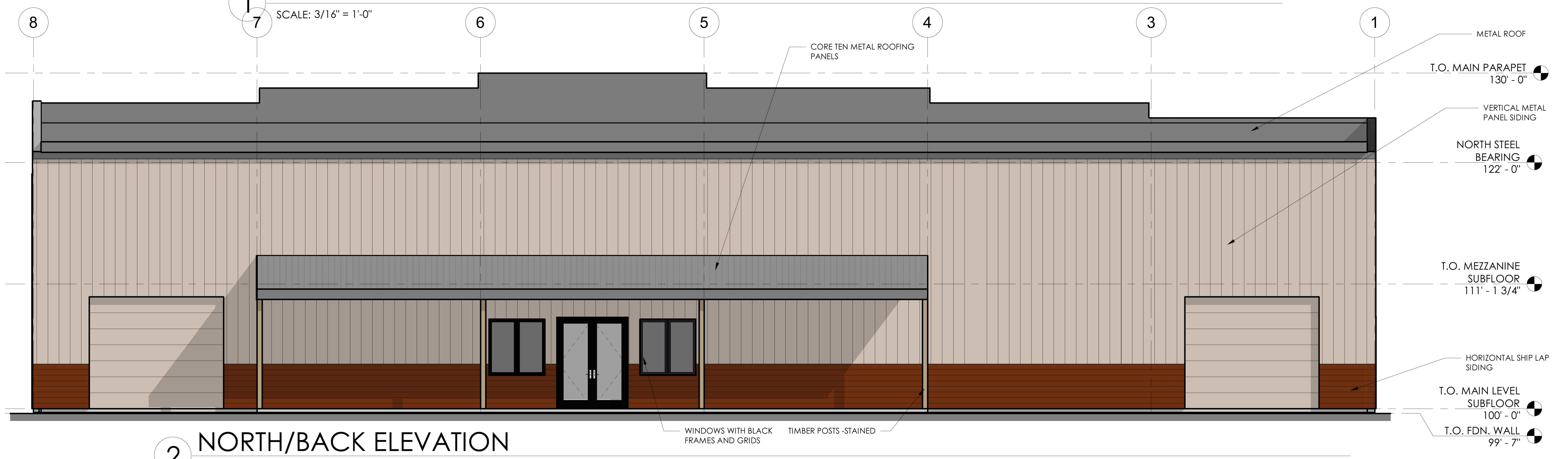
4 TRAFFIC GATES DETAIL
SCALE: 3/8" = 1'-0"



3 TYPICAL FENCE DETAIL
SCALE: 3/8" = 1'-0"



1 EAST ELEVATION
SCALE: 3/16" = 1'-0"



2 NORTH/BACK ELEVATION
SCALE: 3/16" = 1'-0"

Nov 02, 2022 - 1:53pm H:\Shared drives\Lodestone BUS Sync\Projects\20-102 Uncle Benny's Building Supply\Correspondence\Planning Reviews\2022 October_Submittal\LIBS BUILDING ELEVS 10-22.dwg jefr

REVISIONS	
Date	By
Date	By
Date	By

Date	OCTOBER 2022	Drawn	J.V.S.
Field Book		Checked	J.V.S.
Scale	3/16" = 1'-0"	Approved	J.V.S.

CLIENT	UNCLE BENNY'S BUILDING SUPPLIES
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LODESTONE DESIGN GROUP
206 FIFTH STREET, SUITE 200, FREDERICK, CO 80530-0440
PHONE: (303) 800-8366

TITLE	BUILDING ELEVATIONS - MAIN SALES AND SHOP
	LOTS 1 & 2, UNCLE BENNY'S MARKETPLACE RE-SUBDIVISION
	JOHNSTOWN, COLORADO

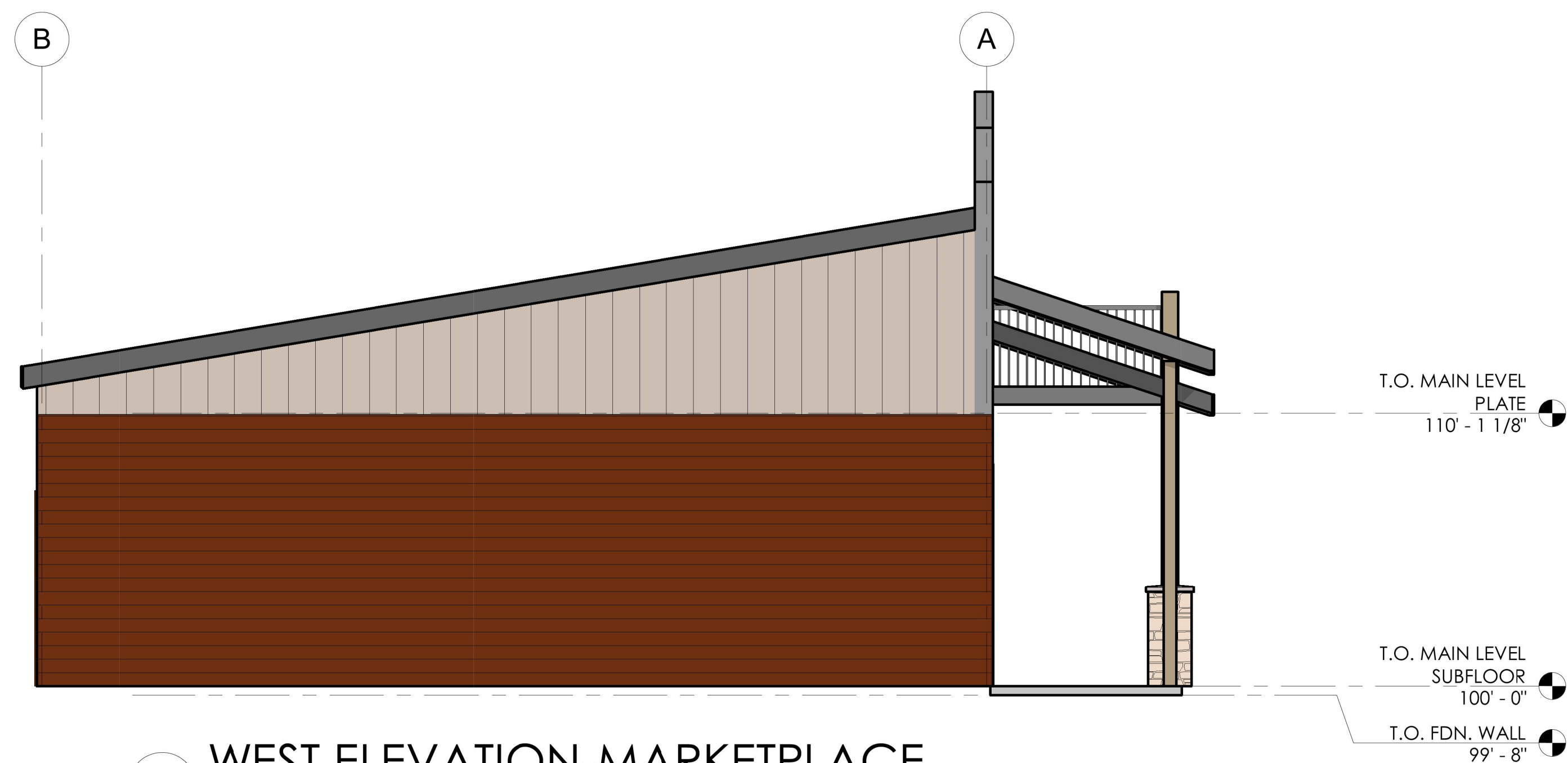
PROJECT NO.	20-102
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SHEET NO.	6	NO. OF SHEETS	10
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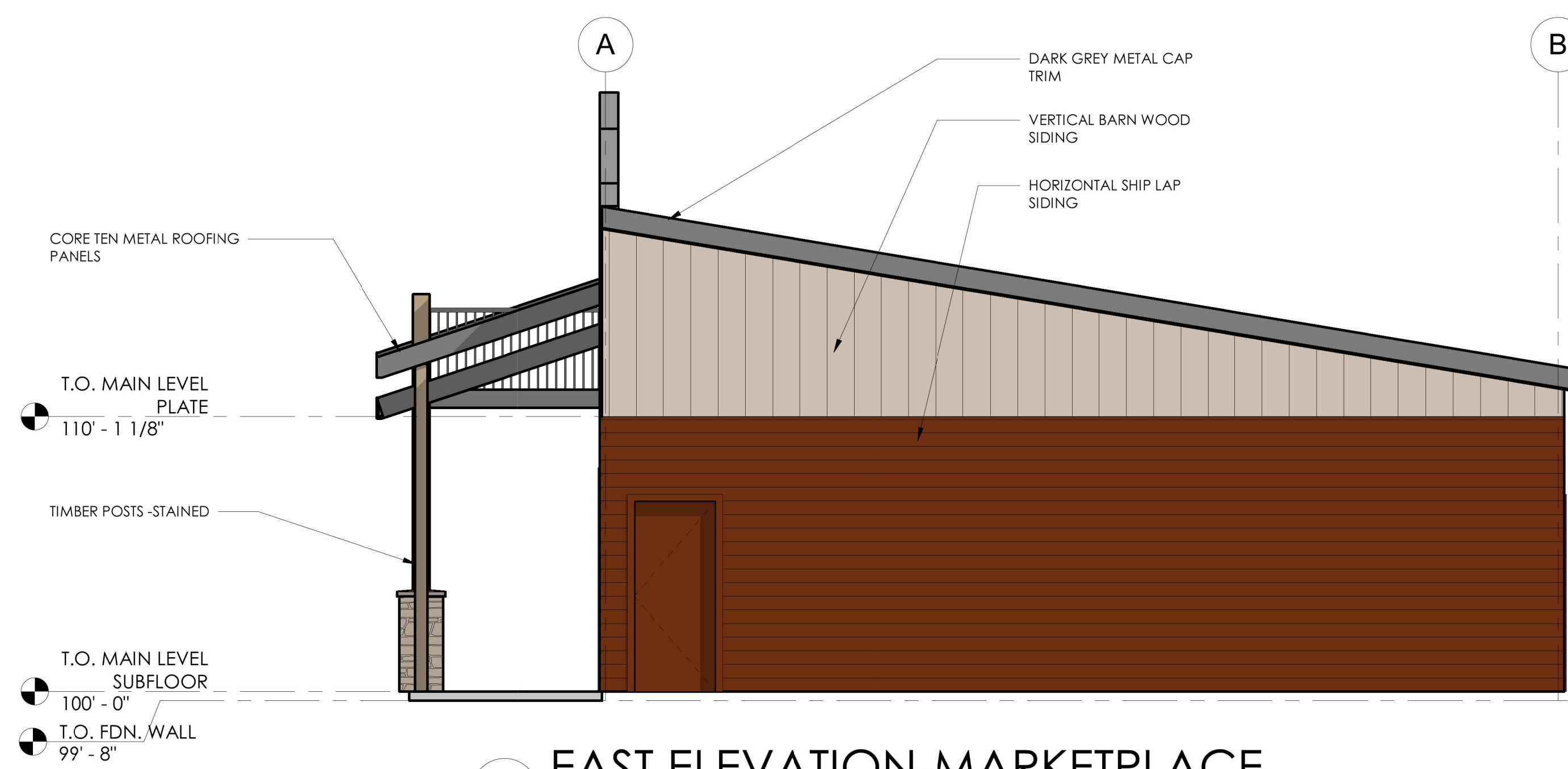
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2 SOUTH ELEVATION-MARKETPLACE
SCALE: 1/4" = 1'-0"



1 WEST ELEVATION-MARKETPLACE
SCALE: 1/4" = 1'-0"



3 EAST ELEVATION-MARKETPLACE
SCALE: 1/4" = 1'-0"

REVISIONS	
Date	By
Date	By
Date	By

Date	OCTOBER 2022	Drawn	J.V.S.
Field Book		Checked	J.V.S.
Scale	1/4" = 1'-0"	Approved	J.V.S.

CLIENT
UNCLE BENNY'S BUILDING SUPPLIES

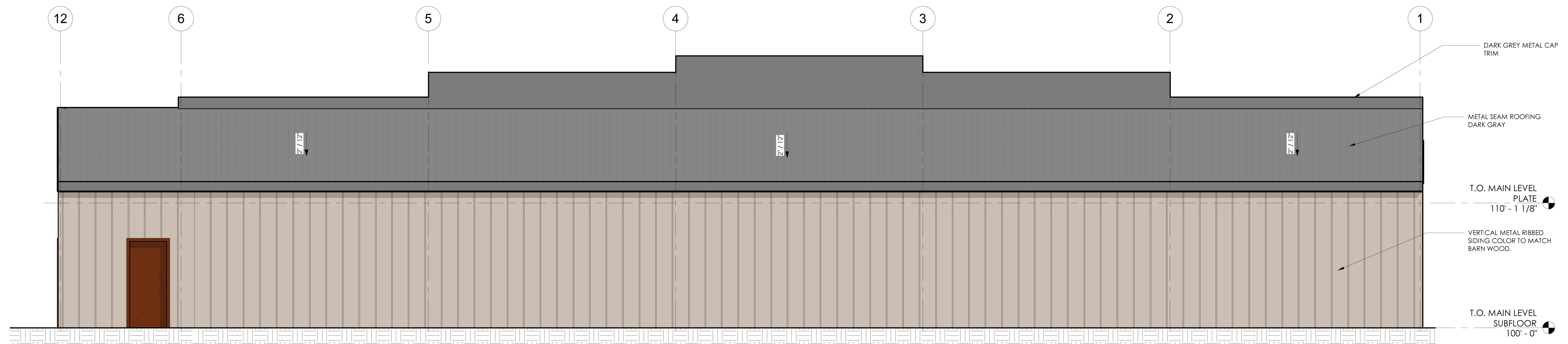
LODESTONE DESIGN GROUP
206 FIFTH STREET, SUITE 200, FREDERICK, CO 80530-0440
PHONE: (303) 800-8366

TITLE
BUILDING ELEVATIONS - MARKETPLACE
LOTS 1 & 2, UNCLE BENNY'S MARKETPLACE RE-SUBDIVISION
JOHNSTOWN, COLORADO

PROJECT NO.
20-102

SHEET NO.	NO. OF SHEETS
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1 NORTH ELEVATION-MARKETPLACE
 SCALE: 1/4" = 1'-0"

REVISIONS	
Date	By
Date	By
Date	By

Date	OCTOBER 2022	Drawn	J.V.S.
Field Book		Checked	J.V.S.
Scale	1/4" = 1'-0"	Approved	J.V.S.

CLIENT	UNCLE BENNY'S BUILDING SUPPLIES
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LODESTONE DESIGN GROUP 206 FIFTH STREET, SUITE 200, FREDERICK, CO 80530-0440 PHONE: (303) 800-8366

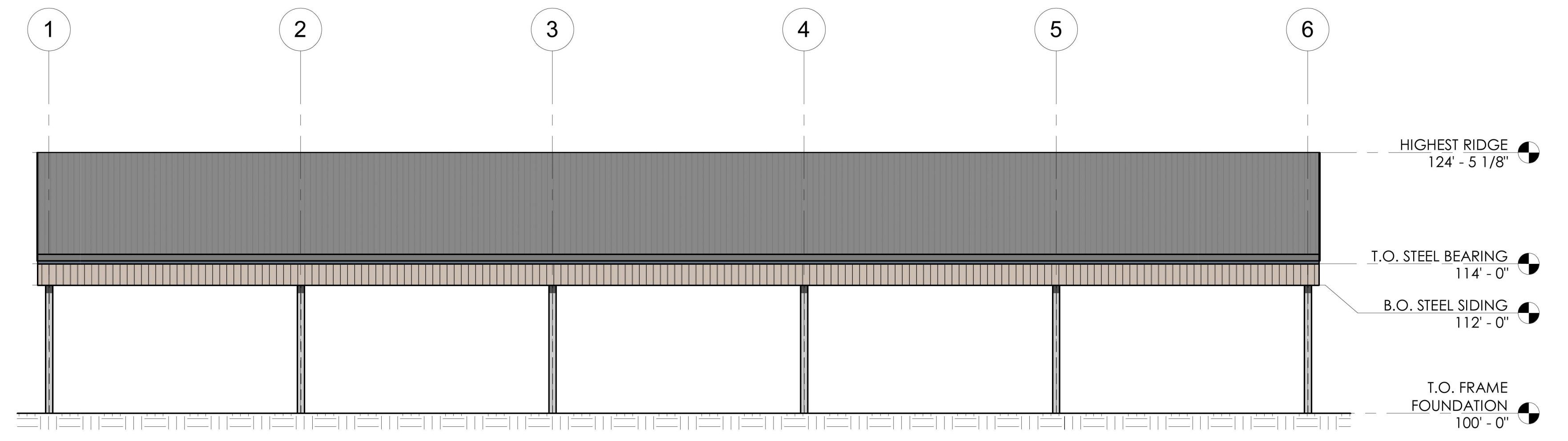
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	LOTS 1 & 2, UNCLE BENNY'S MARKETPLACE RE-SUBDIVISION
	JOHNSTOWN, COLORADO

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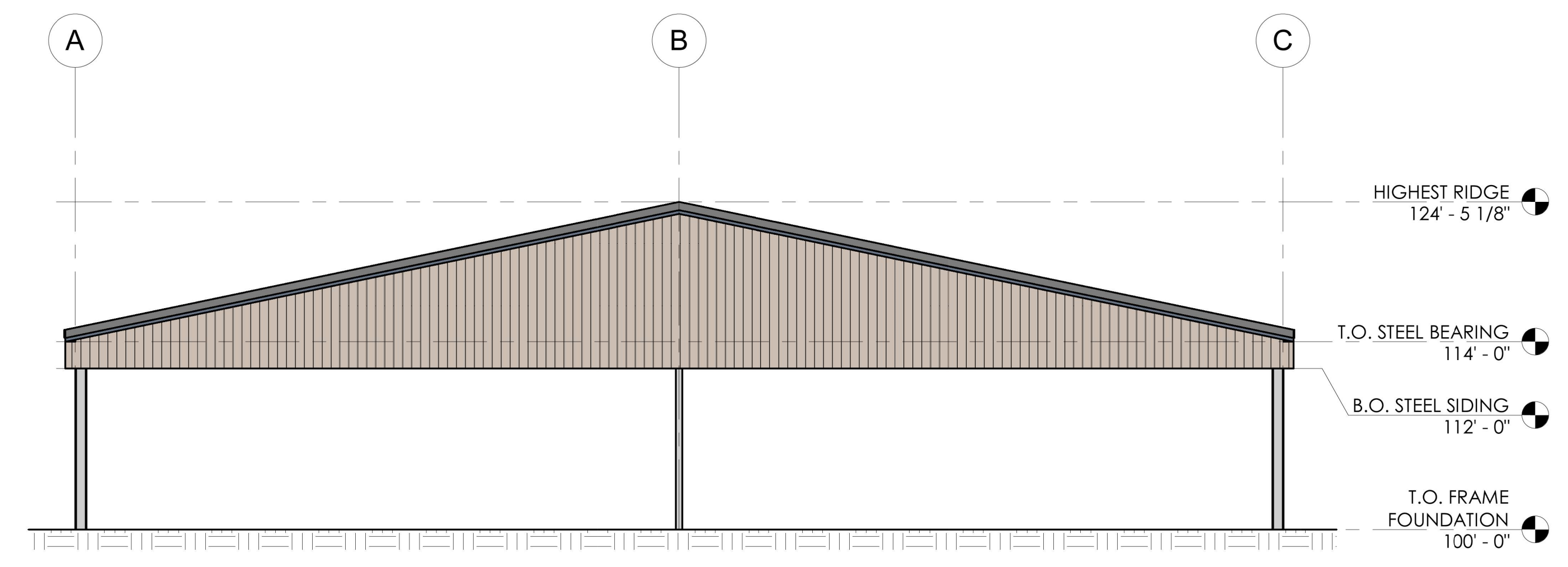
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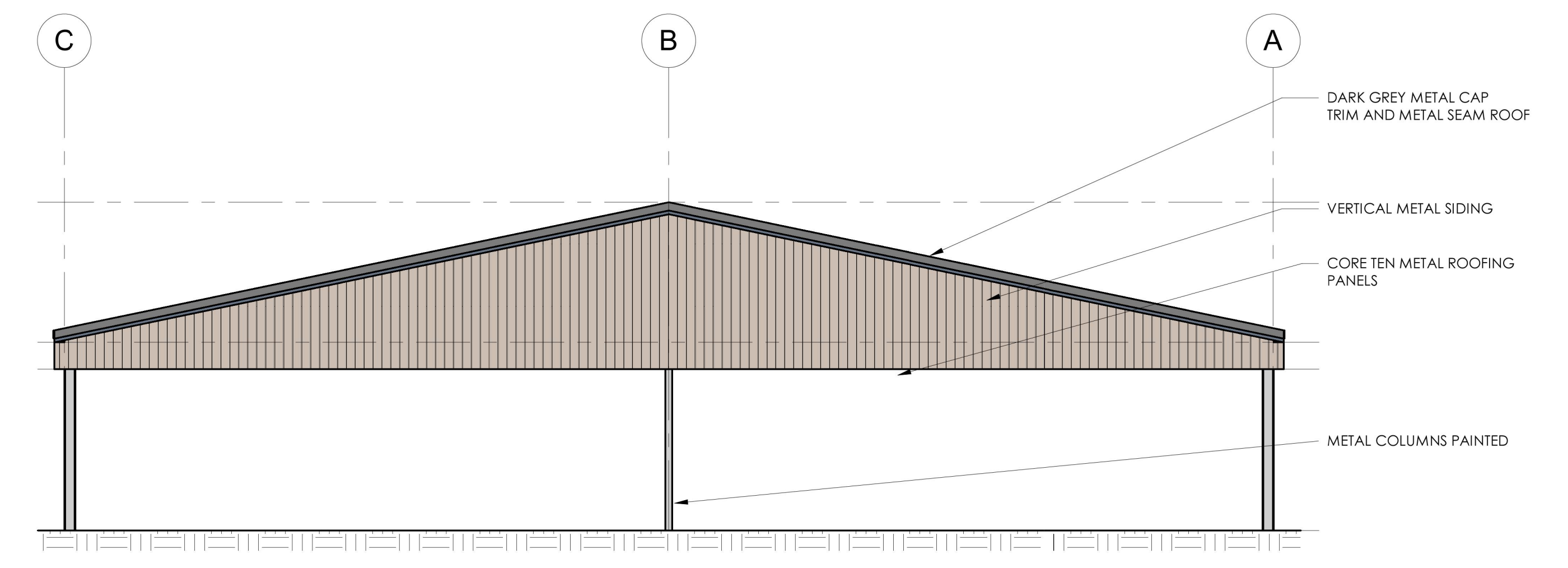
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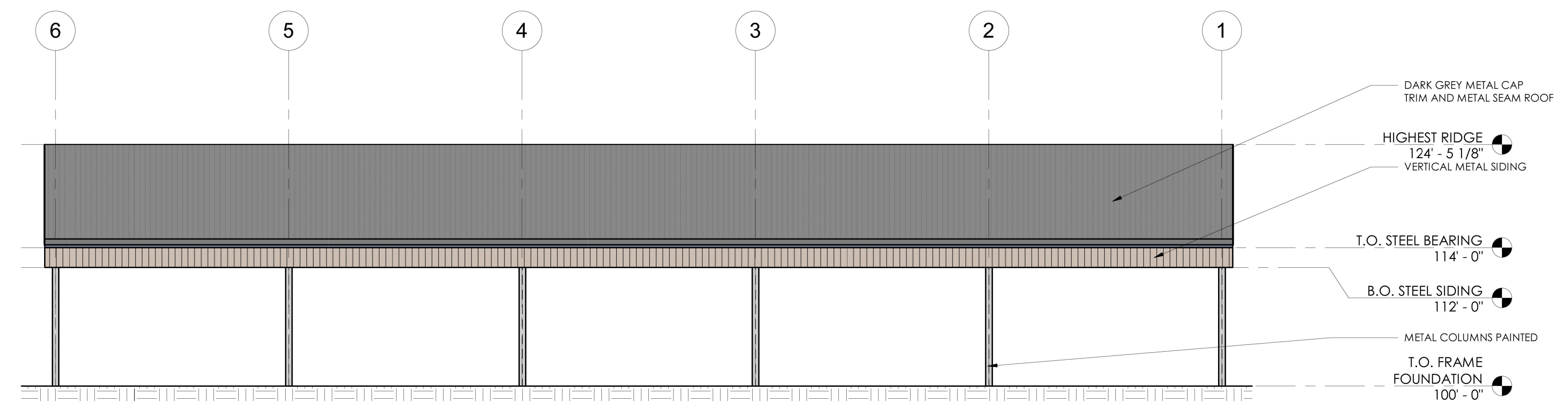
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SCALE: 1/8" = 1'-0"



3 EAST ELEVATION
SCALE: 1/8" = 1'-0"



1 WEST ELEVATION
SCALE: 1/8" = 1'-0"



4 NORTH ELEVATION
SCALE: 1/8" = 1'-0"

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Date: OCTOBER 2022 Drawn: J.V.S.
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 Scale: 1/8" = 1'-0" Approved: J.V.S.

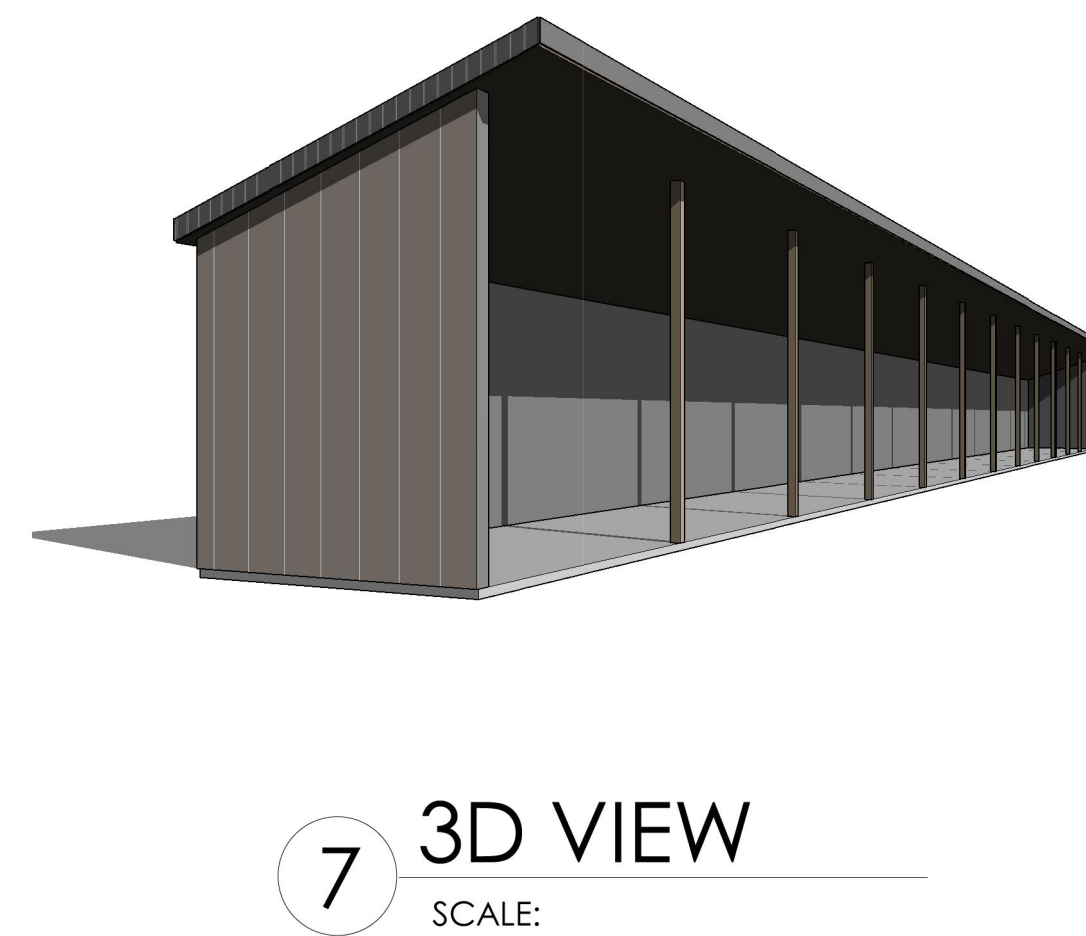
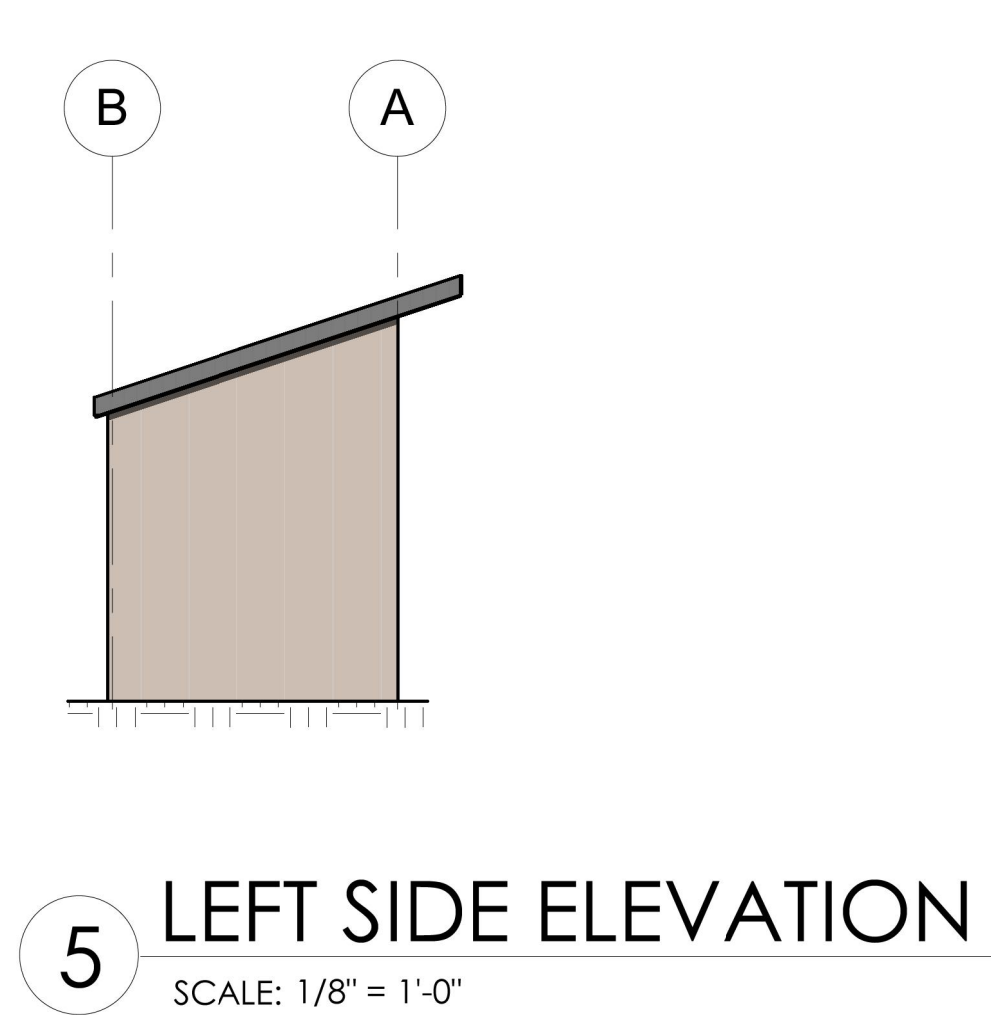
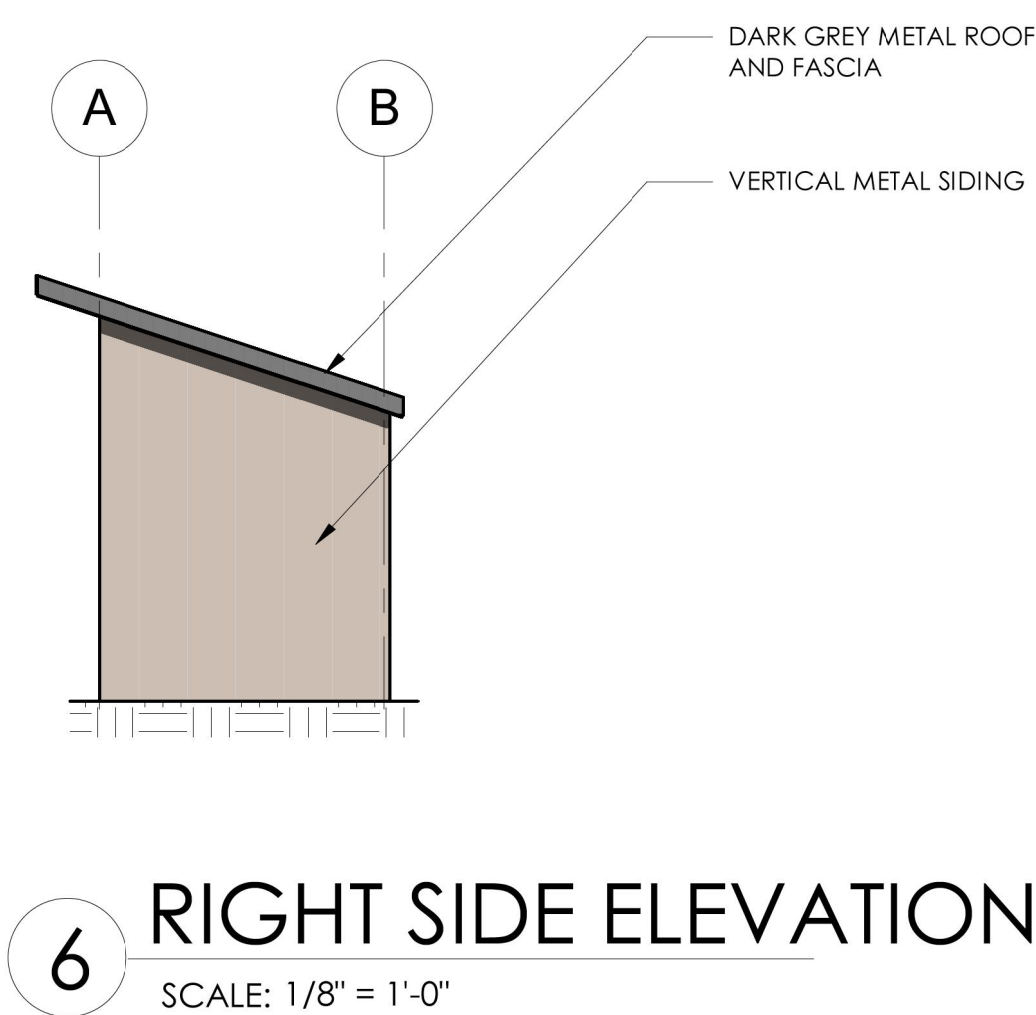
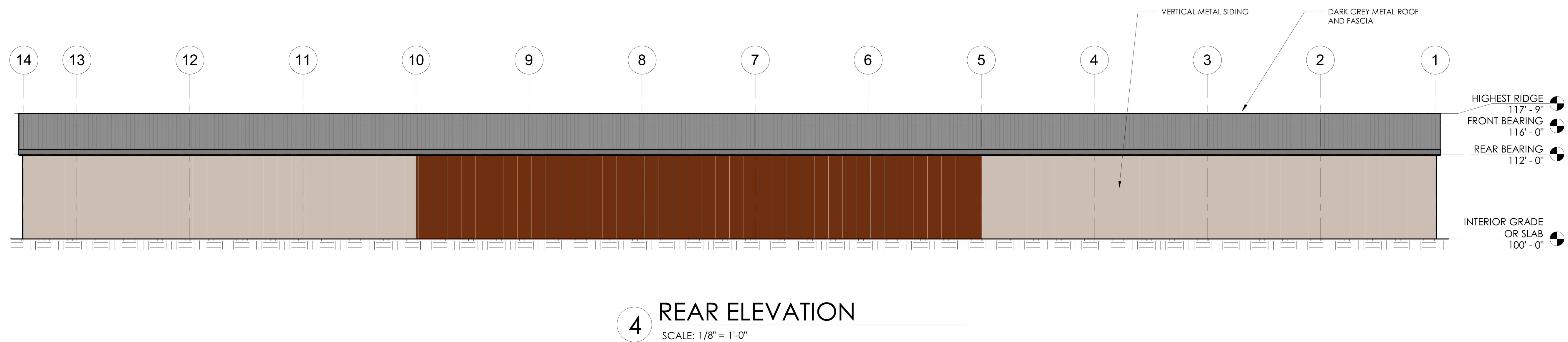
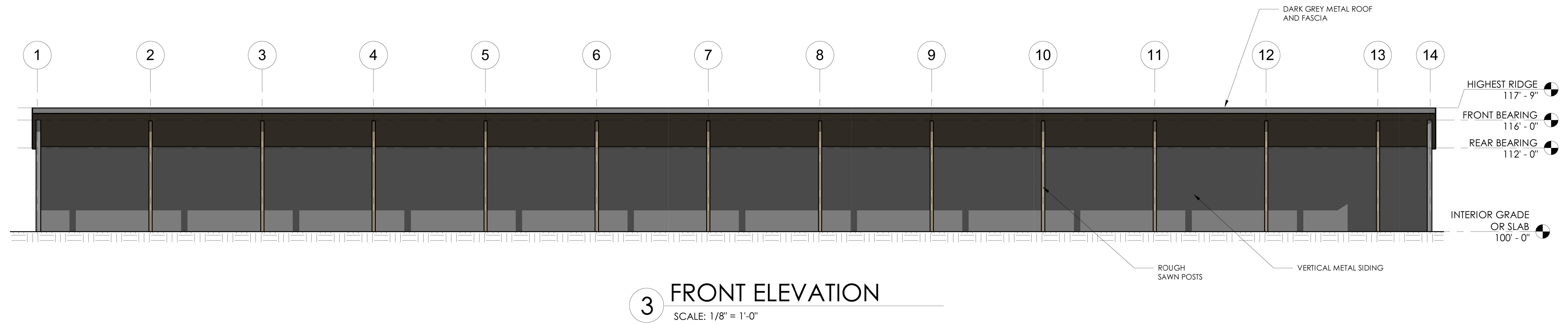
CLIENT
UNCLE BENNY'S BUILDING SUPPLIES

LODESTONE DESIGN GROUP
 206 FIFTH STREET, SUITE 200, FREDERICK, CO 80530-0440
 PHONE: (303) 800-8366

TITLE **BUILDING ELEVATIONS - COVERED OUTDOOR SALES**
LOTS 1 & 2, UNCLE BENNY'S MARKETPLACE RE-SUBDIVISION
 JOHNSTOWN, COLORADO

PROJECT NO.
20-102

SHEET NO.	NO. OF SHEETS
9	10



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REVISIONS	
Date	By
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Date	By
	Description

Date	OCTOBER 2022	Drawn	J.V.S.
Field Book		Checked	J.V.S.
Scale	1/8" = 1'-0"	Approved	J.V.S.

CLIENT	UNCLE BENNY'S BUILDING SUPPLIES
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LODESTONE DESIGN GROUP 206 FIFTH STREET, SUITE 200, FREDERICK, CO 80530-0440 PHONE: (303) 800-8366

TITLE BUILDING ELEVATIONS - LEAN-TO MATERIAL SHELTER LOTS 1 & 2, UNCLE BENNY'S MARKETPLACE RE-SUBDIVISION JOHNSTOWN, COLORADO
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PROJECT NO.	20-102
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SHEET NO.	10	NO. OF SHEETS	10
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Town of Johnstown

PLANNING & ZONING COMMISSION STAFF ANALYSIS REPORT

ITEM:	Uncle Benny's Building Supplies Site Development Plan
PROJECT NO:	DEV22-0007
DESCRIPTION:	Retail Building Supply Store and Yard (Light Industrial), on 5 acres
LOCATION:	Marketplace Drive
APPLICANT:	Uncle Benny's Building Supplies, LLC
STAFF:	Kim Meyer, Planning & Development Director
HEARING DATE:	February 15, 2023

ATTACHMENTS

1. Vicinity Map
2. Site Development Plan – Site, Architecture, Landscape
3. Johnson's Corner PUD Exhibit (from Annexation Agreement)

PROJECT SUMMARY

The Applicant is requesting consideration of a Site Development Plan for a project called the Uncle Benny's Building Supplies Retail Store and Yard. The project site east of the Frontage Road on Marketplace Drive, just east of Candlelight Dinner Playhouse. The retail site will include a 9,600 square foot (SF) main retail store, several covered sheds for building materials in a rear yard that offers pull-through pick-up, as well as a 3,900 SF marketplace kiosk to offer small spaces to artisans, craftsman, and makers. Parking will be provided with pull through spaces for large trucks and trailers.

PROPERTY BACKGROUND

This property was annexed into the Town with the Johnson's Corner Annexation No 2 in 1999, and zoned PUD-JC (Johnson's Corner) at that time Attachment 3. The Uncle Benny's Marketplace Resubdivision (2022) was a replat of the Great Colorado Marketplace Subdivision (2001) and created this 5 acre lot, as well as dedicated right of way for a future N/S connection along the LCR 3E alignment.

Marketplace Drive was constructed to just east of the site; water and sanitary sewer were extended in/to Marketplace as well, with prior development.

This site has no floodplain, irrigation ditches, or oil and gas facilities or wells located on site. There is a small drainage ditch that runs across the property, that is being addressed through site engineering.

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ZONING & LAND USE

- Site Zoning:** PUD-JC – Johnson’s Corner - undeveloped
- North** PUD-JC – Johnson’s Corner – Auto Sales
- East** PUD-JC – Johnson’s Corner - Candlelight theater
- South** PUD-JC – Johnson’s Corner – Exodus Moving
- West** PUD-MU – undeveloped, ag land and oil and gas facilities

PUBLIC NOTICE

Notice for the Planning & Zoning Commission hearing was published in the Johnstown Breeze, on Thursday, January 26, 2023. This notice provided the date, time, and location of the Planning and Zoning Commission hearing. Notices were mailed to all property owners within 500 feet of the property in question. This notice included a vicinity map and the proposed site plan. No neighborhood meeting was required.

PROJECT DESCRIPTION & ANALYSIS

Review Criteria

Per Johnstown Municipal Code §16-145(e)(1)c, as this project is not currently governed by a set of detailed design guidelines for the PUD, it is therefore subject to Full Review by the Planning & Zoning Commission and Town Council. The standards and elements for review within the Code (JMC §16-145(j)), include:

- Zoning and land use
- Height, bulk, yard setbacks, building coverage, & other site considerations
- PUD / ODP Design Guidelines
- Utilities
- Stormwater and drainage
- Parking
- Loading
- Stacking
- Landscaping
- Lighting
- Signs
- Circulation – vehicular
- Circulation – pedestrian
- Town plans and design guidelines

The code further states that the final reviewing body “shall approve a proposed development plan application if... it conforms” to all of the appropriate and applicable standards.

In Staff and the JRC review of the project, we have determined that the project is in conformance with the Town codes, standards, and regulations, and in alignment with the comprehensive plan. The use falls within the uses permitted by the zoning district. No traffic study was required, given the classification of Marketplace Drive and the proposed use. While a few remaining items are being revised by the Applicant, based on JRC comments, staff feels confident that this project will meet all technical and engineering standards necessary.

The Project

This proposed development will create a 5-acre site for Uncle Benny’s Building Supplies to relocate from a prior site north of Berthoud. Drive access will be pulled from Marketplace Drive, and ultimately be shared with the three surrounding lots created by that 2022 Uncle Benny’s Marketplace Resubdivision.

The site is organized around a central, street-facing building that serves as the main sales office and shop, with a circular drive that moves around the site to allow large vehicles to load/unload building materials,

with a small vehicle parking area in front of the shop. The rear yard will be a functional storage and loading area, screened with solid fencing as well as five large 3-sided covered structures (200 to 349 feet in length, 12' 7" wide/deep) which will house and protect much of the building supply materials. A smaller building is proposed inline with the main store to offer leased "marketplace" spaces to other builders, craftsman and artisans.

The architecture provides for well-articulated and interesting front-facing façades, with varied rooflines, materials and a covered front "porch" area. The front facades of the main buildings use vertical barn wood siding, and horizontal ship lap, and a main building that stands 30' to the top parapet, with a ceiling height of approx. 22'. The side elevations mimic the colors of the façade, but use a vertical metal siding as the primary material over a horizontal shiplap along the main floor. The parapet to the roof wraps around the full side of the building. The Marketplace building parapet extends to 22' at its highest, and angles back along the sides. The storage "sheds" in the materials yard use the same color and materials as the main building – and stand 18 feet tall to the peak of the half-gable roof. Industrial use buildings are permitted to use metal as a primary material, within the Town Design Guidelines. Staff appreciates the efforts to provide an attractive façade to Marketplace Dr and the customer-facing areas.

Site utilities will be brought to the site, and a larger stormwater facility will be built with the subdivision to provide detention and water quality to all lots within this smaller development. Marketplace Drive will be extended along the frontage of this lot, at minimum.

Johnstown Review Committee (JRC)

As noted above, the JRC has reviewed these development plans, as well as the accompanying engineering and construction drawings, and worked with the Applicant to institute appropriate revisions to ensure compliance with Town standards, guidelines, and specifications, as they relate to this property and Site Development Plan. All JRC members have indicated the site substantially conforms to town standards and prior master development plans and reports, and, with final requested revisions of engineering plans, is anticipated to meet all applicable codes, standards and regulations. This review, and that of the prior subdivision, included coordinating referrals with Front Range Fire, a water engineer, Public Works, and Utilities, as well as the contracted Town engineer. Final approved and accepted plans and reports are required prior to construction on-site, with the exception of some early grading work. A Water and Sewer Service Agreement is required prior to issuing a building permit – this owner did purchase sufficient water to meet the demand of this use and site.

Conclusion

After considerable coordination with the Applicant in conjunction with our review partners, Staff has no outstanding concerns and believes this Site Development Plan meets the requirements indicated within the municipal code and associated design standards and specifications.

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RECOMMENDED PLANNING AND ZONING COMMISSION FINDINGS AND MOTIONS

Recommended Findings

It is recommended that Planning and Zoning Commission send a recommendation for Approval with Conditions to Town Council that the requested Uncle Benny’s Building Supplies Site Development Plan be approved based upon the following findings:

- 1. The proposed development is consistent with the Johnstown Area Comprehensive Plan.
- 2. The proposed development is in compliance with the Town’s municipal code, regulations, and requirements.

Recommended Motion – Motion to Approve

Based on the application received, associated submittal materials, and the preceding analysis, I move that the Planning & Zoning Commission Recommend Approval of the Uncle Benny’s Building Supplies Site Development Plan to the Town Council based upon the findings as stated above.

Alternate Motion – Motion to Deny

I move that the Planning & Zoning Commission recommend Denial of Uncle Benny’s Building Supplies Site Development Plan to the Town Council, based upon the following findings...

EXHIBIT B**LAND USES**

Subject to site plan approval by the Town, the following uses shall be permitted: residential (no more than 30 acres of total property) truck services, truck stops, truck wash and lubes, RV parks, manufactured housing and RV dealerships, restaurants, food courts, liquor stores and taverns, entertainment uses such as go-carts, miniature golf, trout ponds, indoor and outdoor amphitheaters, big box retail, tourist village shops, indoor and outdoor fleas markets, factory outlet stores, marketplaces, farmers' markets, shopping centers, grocery stores, auction facilities, outdoor storage, mini storage, small amusement parks, light industrial, distribution facilities, warehouses, multistory office buildings, gas stations and convenience stores, hotels, motels, and car dealerships.



Town of Johnstown

UNCLE BENNY'S MARKETPLACE

Retail Building Supply Store and Yard

Site Development Plan

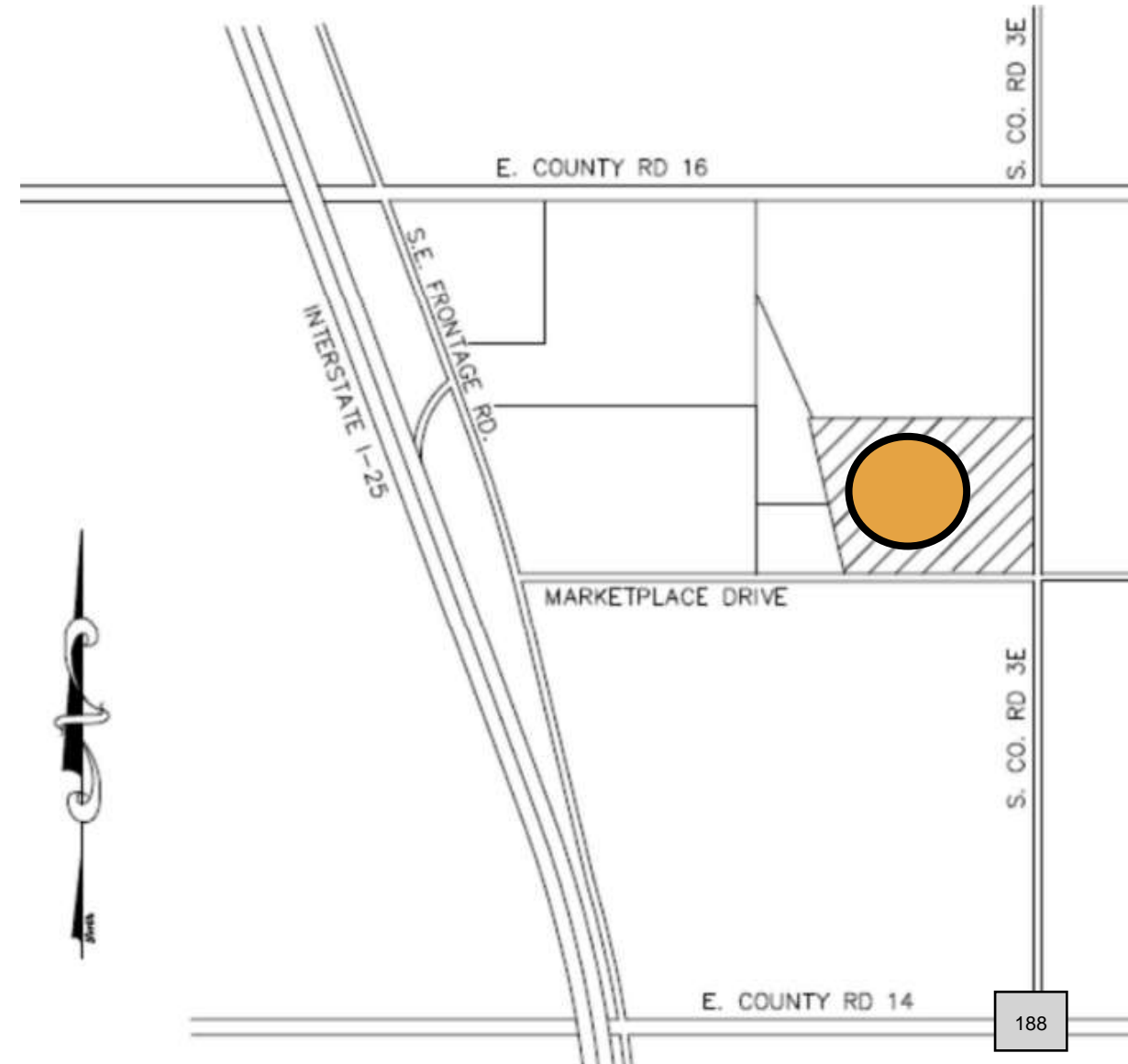
Town Council

March, 6 2023

LOCATION & BACKGROUND

Item #13.

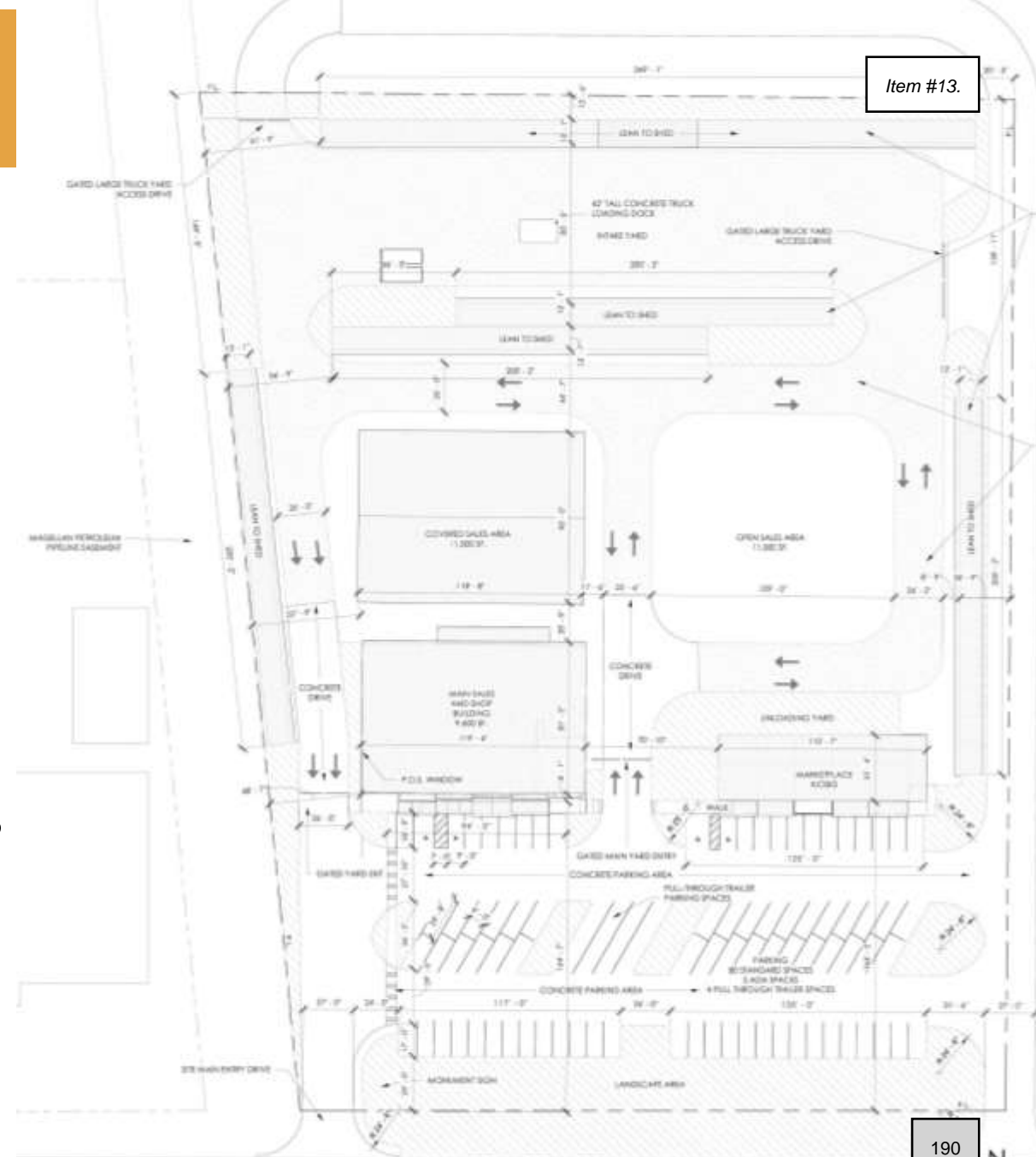
- North of Marketplace Drive;
East of I-25 Frontage Road &
Candlelight Dinner Theater
- Zoning: PUD-JC
 - Part of Johnson's Corner
Annexation and Zoning (1999)
- Lot 1 of Uncle Benny's Marketplace
Resubdivision (2022)
 - 5 Acres



- Site Development Plan (SDP)
- Per Town Code, Sec. 16-145 – SDPs not located in a PUD that has detailed design guidelines is subject to “Full Review” with PZC & Town Council review.
- Town Design Guidelines apply
- Elements subject to review for compliance:
 - Height, bulk, setbacks, etc.
 - Design Guidelines
 - Utilities, Grading, Drainage
 - Parking, Loading, Stacking
 - Landscaping
 - Site Lighting
 - Signage
 - Traffic & circulation

OVERVIEW & SITE PLAN

- Site Design & Elements meet Town standards and codes
- Loading & Functional/Yard areas screened
- 9,600 SF Main Sales and Shop Building
- 3,900 SF Marketplace Building for kiosk use
- 11,000 SF Covered Sales structure
- Multiple Lean-to (3-side) Storage Buildings
- 164' Building Setback from Marketplace
- Parking Area (80+ spaces)



Item #13.

190



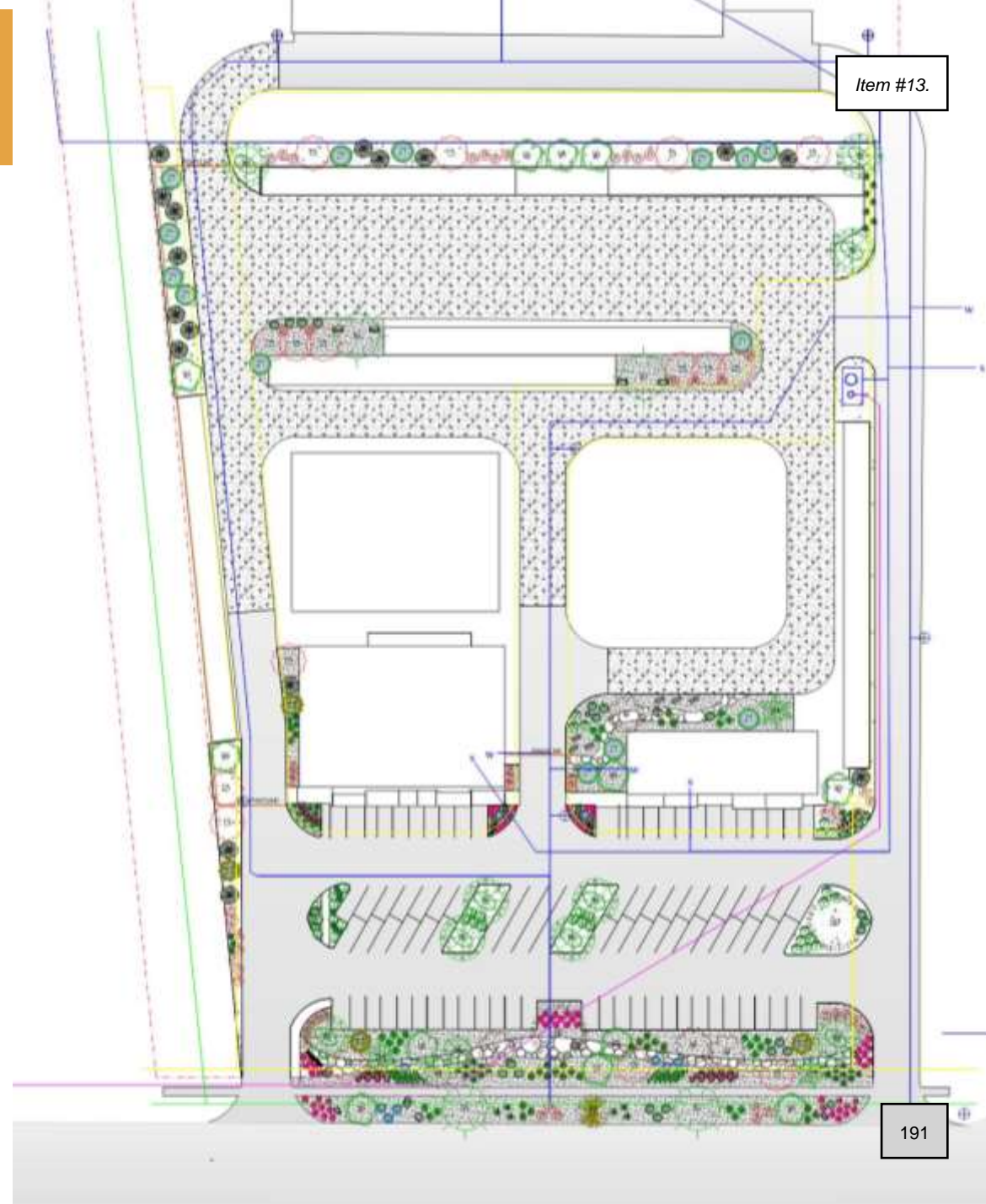
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1 SITE PLAN
SCALE: 1/32" = 1'-0"

LANDSCAPE

- Xeric Landscape Design (59K SF / 27%)
 - 30K SF of Rock Mulch of River Rock & Cobble
 - 3,500 SF Dry Riverbed
 - 15,065 SF Irrigated Area
- Picnic Tables and Benches located throughout site
- Additional Screening along exterior of Yard Area
- Plantings concentrated “up front”



Item #13.



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ARCHITECTURAL ELEVATIONS

Item #13.



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Main Sales and Shop Building Elevations

ARCHITECTURAL ELEVATIONS

Item #13.



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Main Sales and Shop Building Elevations

ARCHITECTURAL ELEVATIONS

Item #13.



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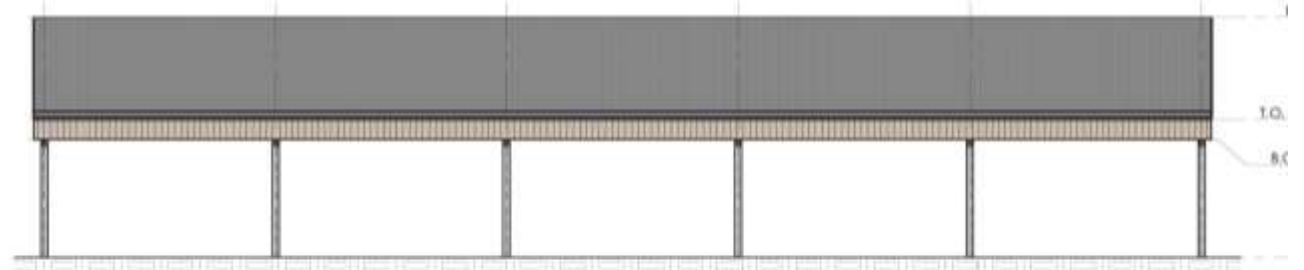
Marketplace Building Elevations

ARCHITECTURAL ELEVATIONS

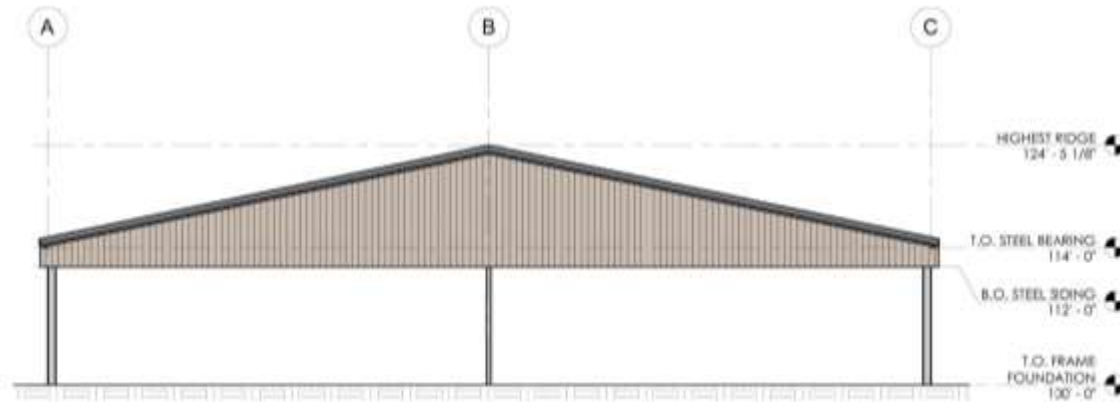
Item #13.



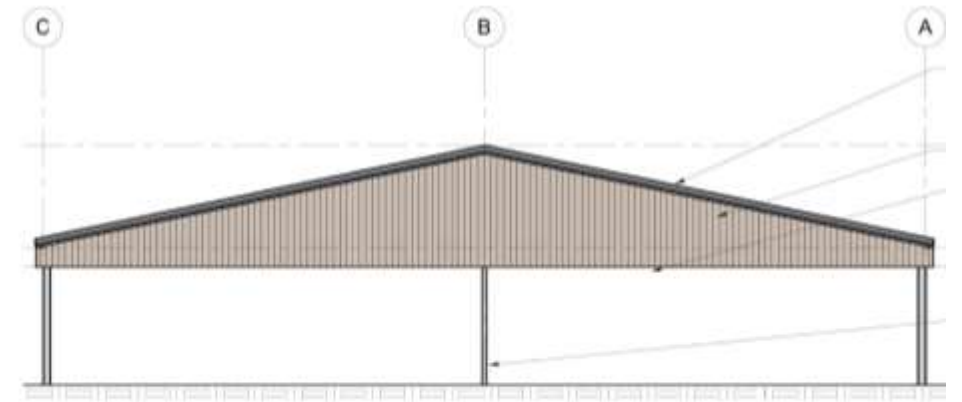
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2 SOUTH ELEVATION
SCALE: 1/8" = 1'-0"



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1 WEST ELEVATION
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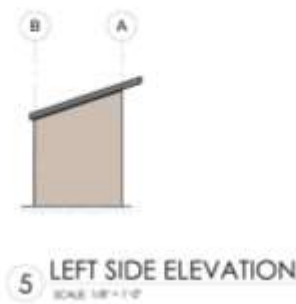
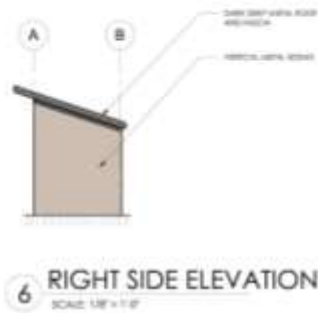
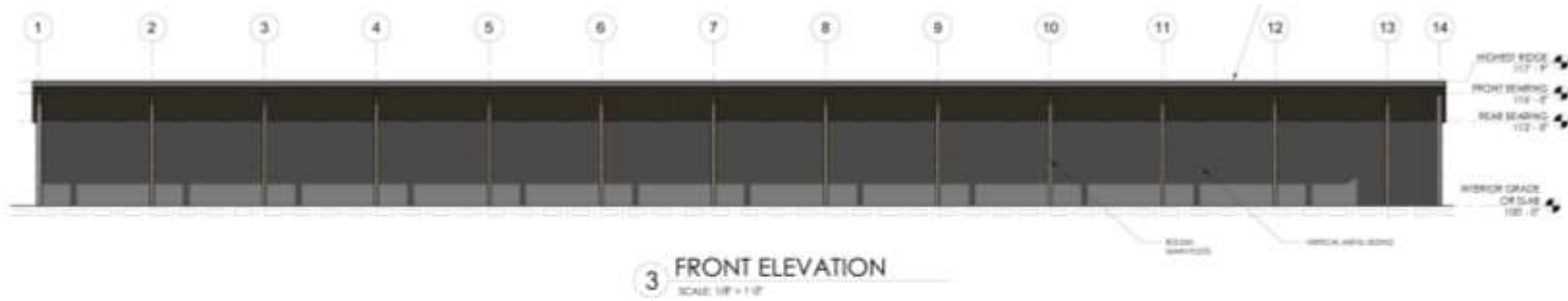


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Covered Sales Building Elevations

ARCHITECTURAL ELEVATIONS

Item #13.



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Storage Buildings Elevations

ANALYSIS & RECOMMENDATION

Item #13.

- Johnstown Review Committee (JRC) included Town staff, Town traffic, civil, and water engineers & Front Range Fire Rescue
- Site Plan is in conformance with Town codes, standards and regulations.
- PZC Recommends Approval



Medium Intensity “Light Industrial” use is in alignment with the Johnstown Area Comprehensive Plan



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