



Town of Johnstown

TOWN COUNCIL REGULAR MEETING

450 S. Parish, Johnstown, CO
Monday, July 03, 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. Presentation to Mark Stanley

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.](#) June 19, 2023 Meeting Minutes
- [3.](#) June 2023 List of Bills
- [4.](#) Factional Water Share Application Applicant: Tyson Tabler for 1120 N. 5th Street – Lot 51
- [5.](#) Resolution 2023-28 Amending the Fiscal Year 2022 Budget

TOWN MANAGER REPORT

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

TOWN ATTORNEY REPORT

NEW BUSINESS

- [7.](#) Contract Award - Downtown Johnstown Wayfinding Signage: Phase 1
- [8.](#) Town of Johnstown YMCA Recreation Center Update - Natatorium

The Community That Cares

johnstown.colorado.gov

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

COUNCIL REPORTS AND COMMENTS

MAYOR'S COMMENTS

INFORMATIONAL ITEMS

[9.](#) Informational Items

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.

De conformidad con la Ley de Discapitados Estadounidenses y otras leyes vigentes, los individuos que necesitan adaptaciones funcionales para asistir o participar en esta reunión deberán comunicarse con la Municipalidad marcando el 970 587- 4664 a lo más tardar 48 horas antes de dicha reunión para solicitarla.



Town of Johnstown

TOWN COUNCIL REGULAR MEETING

450 S. Parish, Johnstown, CO
Monday, June 19, 2023 at 7:00 PM

MINUTES

CALL TO ORDER

Mayor Mellon called the meeting to order and led the Pledge of Allegiance.

Pledge of Allegiance

ROLL CALL

Present:

Councilmember Dominguez
Councilmember Morris
Councilmember Paranto
Councilmember Young
Mayor Mellon

Absent:

Councilmember Berg
Councilmember Molinar

AGENDA APPROVAL

Councilmember Morris moved to approve the agenda.

Councilmember Young seconded and the motion passed.

SPECIAL PRESENTATIONS

There were no special presentations.

PUBLIC COMMENT

Holly Sturgon spoke to flooding and drainage in Country Acres Subdivision.

Lauren Rombach, Lacy Couch and Jessica Naab spoke to an ordinance to ban pet stores/puppy and kitten mills in Johnstown.

Shawn York spoke weeds to Purvis Farms, and requested enforcement on CR 13, North of HWY 60.

A comment from Glen Saraduke was read into the record regarding Purvis Farms.

Jim Hatfield spoke to item #5 on the Consent agenda and requested there be a crosswalk at Silverbell. Mr. Hatfield noted a meeting with Town staff regarding options for speeding in the Clearview neighborhood.

CONSENT AGENDA

Councilmember Morris moved to approve the consent agenda.

Councilmember Young seconded and the motion passed.

The Community That Cares

johnstown.colorado.gov

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

1. June 5, 2023 Meeting Minutes
2. Ordinance No. 2023-252 Amending Section 7-128 of the Johnstown Municipal Code
3. Resolution 2023-25 Appointing Members to the Planning & Zoning Commission
4. Resolution 2023-27 A Resolution Authorizing The Deposit of Town Funds At Banks Designated by the Banking Board As Eligible Public Depositories
5. Subdivision Development and Improvement Agreement with Weld County School District RE-5J, for Roosevelt High School
6. Third Amendment To Intergovernmental Agreement Between The Town Of Johnstown and The Little Thompson Water District
7. May 2023 Financial Statements

TOWN MANAGER REPORT

Matt LeCerf, Town Manager expressed appreciation to Council and staff in his absence.

TOWN ATTORNEY REPORT

There was no Town Attorney report.

NEW BUSINESS

There was no New Business on the agenda to be heard.

PUBLIC HEARING

8. Consideration and Public Hearing for Ordinance 2023-253 Amending Sections 18-41 and 18-43 of Article V, Chapter 18, of the Johnstown Municipal Code, regarding the code version of the International Energy Conservation Code

Mayor Mellon opened the public hearing.

Kim Meyer, Planning and Building Director, spoke to the proposed code amendments, noting this amendment would take the Town from the 2012 edition updating us to the 2018 edition.

Mayor Mellon opened the public hearing for comments for and opposed, to which there was none.

Councilmember Young moved to approve of Ordinance 2023-253 Amending Sections 18-41 and 18-43 of Article V, Chapter 18, of the Johnstown Municipal Code, concerning Adoption of the International Energy Conservation Code, 2018 Edition.

Councilmember Morris seconded and the motion passed.

9. Resolution 2023-26 Approving the Preliminary/Final Subdivision Plat for Encore Filing No. 1 (SUB21-0026)

Mayor Mellon opened the public hearing.

Ms. Meyer noted the location and annexation background of this item. Council inquired on the traffic study, which staff noted is still in review.

Russell Lee with Ripley Design presented to Council, pointing out the roundabouts and the changes to Colorado Blvd and High Plains. Council inquired on space and lanes on Highway 34. Mr. Lee noted they have complied with CDOT and are still discussing.

Council asked for clarification on use of the space. Mr. Lee noted it would be mixed, keeping in mind the restrictions on roadways etc for multi-family.

Mayor Mellon opened the hearing for comment both for and opposed to this item, to which there was none.

Councilmember Young moved that the Town Council approve Resolution 2023-26 approving the Preliminary/Final Subdivision Plat for Encore Filing No. 1 subject to the approval of a Council-approved Development Agreement.

Councilmember Paranto seconded and the motion passed.

COUNCIL REPORTS AND COMMENTS

Councilmember Paranto expressed he was happy to be at the meeting.

Councilmember Morris expressed gratitude to the Deputy Town Manager during the recent flooding and expressed empathy to those in the town that have experienced flooding.

Councilmember Young noted the Historical Society met and are still experiencing issues with the P-trap at the Parish House. Councilmember Young also expressed empathy towards those that experienced flooding.

Councilmember Dominguez expressed thanks to the Adoptive Recreation director in Larimer County and expressed empathy towards those that experienced flooding.

MAYOR'S COMMENTS

Mayor Mellon reported on the below:

- The transportation at I-25 is noted to have a late fall opening for the express lane, and for a duration it will be free, with the intent to charge tolls in spring in 2024.
- Attendance at the International Council of Shopping Centers (ICSC) conference and expressed many companies are interested in locating to Johnstown.
- Expressed thanks to the Deputy Town Manager and staff for efforts during the recent flooding.

EXECUTIVE SESSION

10. An Executive Session to Receive Legal Advice from the Town Attorney Pursuant to C.R.S. Section 24-6-402(4)(b) Regarding the Purvis Property.

Councilmember Young moved to adjourn into Executive Session to Receive Legal Advice from the Town Attorney Pursuant to C.R.S. Section 24-6-402(4)(b) Regarding the Purvis Property.

Councilmember Morris seconded and the motion passed.

Council reconvened at 9:04 pm.

Councilmember Young moved to amend the agenda to include Item 10A approving the amended and restate Water and Sewer Service Agreement related to Purvis Farm Subdivision

Seconded by Councilmember Paranto and the motion passed with one abstain.

Abstain Vote: Morris

Item 10A.

Mr. LeCerf noted that the amended and restated agreement meets requirements.

Councilmember Young moved to approve the amended Water and Sewer Service Agreement for the Purvis Farm Subdivision.

Councilmember Paranto seconded and the Mayor directed a roll call vote.

Councilmember Dominguez: Abstain

Councilmember Morris – Abstain

Councilmember Young – Yes

Councilmember Paranto- Yes

Mayor Mellon- Yes

INFORMATIONAL ITEMS

11. Informational Items

Informational items were included in the packet.

ADJOURN

Mayor Mellon adjourned the June 19, 2023 meeting at 9:10 pm

Troy D. Mellon, Mayor

Hannah Hill, Town Clerk

Town of Johnstown
List of Bills - May 25, 2023- June 21, 2023

<u>Vendor</u>	<u>Description</u>	<u>Dept.</u>	<u>Amount</u>
2534 Retail Phase 1, LLC	Reimbursement of sales tax	ADM	72,381.07
4990 Ronald Reagan LLC	Police substation lease	PD	1,519.75
Ace Hardware	Supplies	PW	1,741.85
Adamson Police Products	Uniforms	PD	499.35
AED Everywhere, Inc.	Supplies	PD	100.00
Allsafe/High Sierra Elevator Inspections	Elevator inspection	PW	135.00
Ambitec Inc	Safety equipment	PD	11,429.92
American Water Works Association	Dues	PW	1,165.00
Anode Systems Company	Equipment maintenance	PW	1,485.00
Applied Concepts, Inc	Equipment	PD	266.00
Aqua Engineering	Central WWTP expansion	PW	62,263.24
Artemis Development	Permit refund	PW	60,792.00
Arvada Excavating	Hydrant meter deposit refund	ADM	3,000.00
Ayres Associates Inc	Billback - Professional services	ADM	1,687.50
Bemus Construction	Hydrant meter deposit refund	ADM	3,500.00
BHA Design Incorporated	Design standards	PW	660.00
Bison Ridge Construction	Hydrant meter deposit refund	ADM	1,750.00
BlueWater Engineering Ltd	Water treatment plant expansion/scada	PW	21,958.41
Brenner Builders LLC	Sidewalk maintenance	PW	18,000.00
Browns Hill Engineering & Controls	Scada	PW	3,186.38
Burns & McDonnell Engineering Co Inc.	WTP expansion	PW	63,604.58
Canyon Systems, Inc.	Supplies	PW	168.00
Card Services	Training/travel/supplies	ALL	22,216.56
Central Weld County Water District	Interconnects	PW	586.00
Century Environmental Hygiene	YMCA inspection	PW	6,031.00
CenturyLink	Telephone	PW	1,355.92
Cintas	Mat supplies/service	ALL	474.56
City County Communications & Marketing	Dues/conference	ADM	1,120.00
City of Loveland	Training	PD	600.00
Civil Resources	Raw water transmission line	PW	45,048.00
CLR Electric	Equipment repair	PW	513.00
CMC Tire	Supplies	PW	1,190.68
Colorado Analytical Labs	Lab testing	PW	1,273.00
Colorado Greenbelt Management	Landscaping services	PW	1,250.00
Colorado Materials, Inc.	Playground mulch	PW	22,164.50
Colorado Overflow Solutions	Maintenance	PW	150.00
Colorado Paving Inc	Charlotte Street project	PW	375,712.99
Community Center Refund	Community Center deposit refunds	ADM	410.00
Connell Resources, Inc.	North Interceptor	PW	719,902.50
Consolidated Hillsborough Ditch Co	Sewer/water projects	PW	2,000.00
Courtesy Lawn & Tree Care Inc	Landscaping services	PW	3,500.00
Crossroads Towing and Recovery	Vehicle repairs	PW	193.76
Crosthwaite, Sarah	Training reimbursement	ADM	1,049.94
Crotty and Associates, Inc	Professional services	PW	7,001.94

<u>Vendor</u>	<u>Description</u>	<u>Dept.</u>	<u>Amount</u>
D2C Architects	Police expansion study	PD	23,157.54
Denali Water Solutions LLC	Sludge removal	PW	2,485.91
DES Pipeline Maintenance, LLC	Hydrant meter deposit refund	ADM	1,750.00
DES Pipeline Maintenance, LLC	Maintenance	PW	50,661.15
DetectaChem, Inc.	Lab supplies	PD	170.25
Directional Services	Hydrant meter deposit refund	ADM	1,750.00
DPC Industries Inc	Chemicals	PW	30,769.02
E-470 Public Highway Authority	Travel	PD	17.90
Environmental Syst. Research Institute	GIS	PW	646.44
Envirotech Services, Inc	Chemicals	PW	4,042.02
Ergomed	Employment screening	ADM	785.00
Evoqua Water Technologies LLC	GAC chemicals	PW	174,808.00
EZ Excavating	Hydrant meter deposit refund	ADM	1,500.00
Ferguson Waterworks	Water meters	PW	3,540.51
Firestone Complete Auto Care	Vehicle repairs	PD	793.10
First Class Security Systems	Fire system monitoring	PW	133.80
Flowers For 3 Greenhouse	Cemetery & downtown flowers	PW	8,039.35
Front Range Roofing Systems LLC	Building maintenance	PW	550.14
Frontier Precision	Software	PW	250.00
Frontier Self Storage	Storage	ADM	280.00
Gateway Mapping	Mapping services	PW	2,500.00
Gerrard Family Limited Partnership	Reimbursement of sales tax	ADM	4,313.96
Glenn A. Jones Library	Library support	ADM	103,786.43
Go Play Inc.	Playground equipment	PW	7,275.00
Grainger, Inc.	Supplies	PW	398.90
Graves Consulting	Compensation study	ADM	12,067.00
Greeley Electric Repair Inc.	Building maintenance	ADM	998.42
Greeley Lock and Key	Building maintenance	PW	2,669.58
Ground Engineering Consultants, Inc.	Materials testing	PW	349.50
Grows, LLC	Facade grant	ADM	11,000.00
Hach Company	Chemicals	PW	1,677.21
Hays Market Inc	Supplies	ADM/PW	86.58
Helton & Williamsen, P.C.	Billback - Engineering services	ADM	6,416.05
Helton & Williamsen, P.C.	Water legal	ADM	11,080.42
Herc Rentals	Equipment rental	ADM	1,782.27
Hill & Robbins, PC	Water legal	ADM	122.50
Hudick Excavating	Hydrant meter deposit refund	ADM	1,500.00
Hydro International Wastewater	Central waste water treatment project	PW	58,500.00
I&C Design	Equipment maintenance	PW	3,170.50
IMEG Corp	Engineering services	ADM	15,764.00
IMEG Corp	Billback -Engineering services	ADM	45,700.00
Indigo Water Group	Training supplies	PW	3,600.00
Insight North America LLC	Investment services	ALL	3,052.79
ION Developer LLC	Permit refund	ADM	191.30
J&D Creations	Uniforms	PW	700.76
J-2 Contracting	Hydrant meter deposit refund	ADM	1,500.00

<u>Vendor</u>	<u>Description</u>	<u>Dept.</u>	<u>Amount</u>
John Cutler & Associates	2022 Audit	ADM	7,000.00
John Deere Financial	Supplies	PW	2,716.41
Johnstown Breeze	Publications	ADM	1,333.16
JWO Engineering	SH 60 signal	PW	38,356.19
Kelly Supply Co	Equipment maintenance	PW	402.61
Kenyon P. Jordan, Ph.D.	Prehire evaluation	PD	275.00
Kinsco, LLC	Uniforms	PD	225.00
Kissinger & Fellman P.C.	Legal services	ADM	1,128.50
Kroger Fulfillment Network LLC	Building permit refund	ADM	9,421.53
L G Everist Inc	Paving materials	PW	3,315.22
L4 Construction	Little Thompson Trail project	PW	273,086.05
Larimer County Sales Tax Administrator	Use Tax - Reimbursement	ADM	32,716.04
Larimer County Sheriff's Office	Uniforms	PD	119.16
Law Office of Avi Rocklin LLC	Legal services	ADM	2,671.50
Law Office of Avi Rocklin LLC	Billback - Legal services	ADM	17,873.00
Lawson Products Inc	Supplies	PW	3,258.60
Lazar, Michael	Municipal Court Judge	ADM	3,900.00
Lefthand Printworks	Supplies	ADM	5,460.00
Loveland Barricade LLC	Supplies	PW	918.75
Loveland Fire Rescue Authority	Site rental	PD	50.00
Mares Auto Inc.	Vehicle repairs	PW/PD	70.00
Mary's Mountain Cookies	Reimbursement of sales tax	ADM	450.48
McCoy, Mitzi	Supplies reimbursement	ADM	785.18
Millerbernd Manufacturing Co LLC	Signal poles	PW	48,139.50
Milliken Johnstown Electric	Equipment maintenance	PW	4,615.73
Miracle Recreation Equipment	Equipment maintenance	PW	11,981.95
Mission Communications, LLC	Equipment maintenance	PW	371.40
Moltz Construction Inc.	Low Point expansion project	PW	701,510.06
Morgan, Branden	Reimbursement - uniform	PD	90.84
MWH Constructors	Water treatment plant expansion	PW	21,747.00
Nalco Company LLC	Chemicals	PW	11,851.54
Napa Auto Parts, Inc	Supplies	PW/PD	1,260.60
National Pen Co. LLC	Supplies	ADM	1,057.85
Northwest Parkway	Travel	PD	6.80
Nygren Family Farms LLLP	Professional services reimbursement	ADM	6,087.50
Office Depot Business Credit	Supplies	ALL	1,015.48
Ohlson Lavoie Corporation	Pool feasibility study	PW	2,550.00
Paul's Plumbing & Heating	Equipment maintenance	PW	29,289.72
Pitney Bowes Inc	Supplies	PD/ADM	298.95
PK Safety Supply	Supplies	PW	7,058.98
Prestige Window Tinting	Vehicle upfit	PD	395.00
Quality of Life & Safety Designs LLC	Fire safety	ADM	25.00
Randy Lopez CDL Testing & Training	Training	PW	1,100.00
RD3	YMCA repairs	PW	6,843.75
Real Tech Inc	Equipment maintenance	PW	2,190.50
Recreational Electrical	Vehicle upfit	PD	14,975.00

<u>Vendor</u>	<u>Description</u>	<u>Dept.</u>	<u>Amount</u>
Redi Services, LLC	Port o lets	PW	6,800.00
RHS Cheer	Community support	ADM	50.00
RoadSafe Traffic Systems	Supplies	PW	915.75
Sam's Club MC/SYNCB	Supplies	PD	535.17
Slocum, Doug	Reimbursement - uniform	PD	237.91
SMH West, LLC	South Tank construction	PW	92,938.82
Survival Armor	Supplies	PD	957.06
Tait & Associates, Inc.	Charlotte Street project	PW	17,290.00
TANCO Engineering, Inc.	North Tank repairs	PW	250,800.00
TDS	Phone/internet	ALL	1,987.27
TechMedia, LLC	Supplies	ADM	4,822.51
Terracon Consultants, Inc.	Charlotte Street project	PW	555.00
The Greeley Tribune	Newspaper	ADM	161.20
Thompson Ranch Development	Reimbursement of sales tax	ADM	44,601.34
Tier One Networking, LLC	Computer equipment	ADM	7,553.00
T-Mobile	Cell phones	PD	65.82
TruGreen Chemlawn	Chemicals	PW	2,465.44
UC Health Medical Group	Lab testing	PD	799.04
United Power, Inc	Utilities	ALL	750.10
Upstate Colorado Economic Dev	2023 Contribution	ADM	15,000.00
USA Bluebook	Supplies	PW	4,698.54
Utility Refunds	Utility refund	ADM	216.90
Veolia WTS Analytical Instruments, Inc	Equipment maintenance	PW	46,065.42
Verizon Connect	Phone/internet	ALL	31.90
Verizon Wireless	Cell phones	PW/PD	4,116.74
Waste Connections of Colorado Inc.	Trash services	PW	85,091.33
Water Environment Federation	Dues	Pw	230.00
Weld County Dept of Public Health	Lab services	PW	596.50
Weld County School Dist RE-5J	Hydrant meter deposit refund	ADM	1,500.00
Weld RE-5J Education Foundation	Education Foundation sponsorship	ADM	800.00
Williams, Kyle	Training reimbursement	PD	80.10
Xcel Energy	Utilities	ALL	61,023.60
YMCA of Northern Colorado	Monthly support	ADM	41,666.67
Yost Cleaning	Monthly cleaning service	PW	3,362.66
			4,130,132.02



Town of Johnstown

Item #4.

TOWN COUNCIL CONSENT AGENDA COMMUNICATIONS

- AGENDA DATE:** July 3, 2023
- SUBJECT:** Application for Fractional Water Share Sale
- ATTACHMENTS:** 1. Fractional Water Share Application Applicant: Tyson Tabler for 1120 N. 5th Street – Lot 51
- PRESENTED BY:** Matt LeCerf, Town Manager
-

AGENDA ITEM DESCRIPTION:

Enclosed for your review and consideration is a Fractional Water Share Application Request for the property located at 1120 N. 5th Street by Tyler Tabler. This property is located in the Redstone Hills Subdivision and is also known as parcel number 105905331051. The applicant is requesting for the property a fractional water share for the purposes of connecting to water and sewer on the property. This property which has no water on/attached to it, has been vacant and a new single family home will be constructed on the site.

Section 13-155 of the Johnstown Municipal Code provides guidance on the dedication for a single-family resident. The code section is as follow:

Sec. 13-116. - Water dedication rate.

- (a) A single-family equivalent without a separate non-potable irrigation system shall require the dedication of 0.50 acre-feet of water per residence for a landscaped lot consisting of less than or equal to 3,000 square feet. The 0.50 acre-feet per residence consists of 0.33 acre-feet of water for in-home consumptive use and 0.17 acre-feet of water for irrigation. This shall be the basis for a single-family equivalent (SFE).

Town Staff is recommending 0.5 acre-feet needing to be purchased for this property based on the historical water demand analysis. Given the small volume of water and inability to purchase this volume on the market, Staff is recommending a sale of water from the Town’s water bank established in 2020. The market rate for an acre foot (1 AF) of water is currently set at \$78,000. The recommended sale price for 0.5 AF of water is \$39,000. This price is in addition to the \$150 water court transfer fee as required by Town Code. The total recommended final price for this water is \$39,150.00.

The Community That Cares

johnstown.colorado.gov

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

Council approved Resolution No. 2020-42 established a water bank for the Town of Johnstown specifically for these purposes. Currently in the bank, prior to the sale of this 0.5 AF is 15.67 AF of water available for purchase for the purposes set forth in Resolution 2020-42.

LEGAL ADVICE:

Not Applicable

FINANCIAL ADVICE:

Fee paid for this water volume would be deposited in the water fund.

RECOMMENDED ACTION: Approve the Sale of Water as Presented for 1150 N. 5th Street – Lot 51.

Reviewed and Approved for Presentation,



Town Manager



Town of Johnstown

Fractional Water Share Application

APPLICANT NAME: Tysoal TABLER
 ADDRESS: 3424 SURAH ST. CITY EVANS STATE CO ZIP 80634
 EMAIL ADDRESS: TTABS79@gmail.com PHONE: (303) 775-5962

Site Requesting Water

OWNER: Tysoal TABLER
 PROPERTY ADDRESS: 1120 N 5TH ST. CITY JOHNSTOWN STATE CO ZIP 80534
 PARCEL: Lot #51 COUNTY: LARIMER WELD
 JUSTIFICATION DESCRIPTION FOR REQUEST: RESIDENTIAL LOT FOR NEW HOME

[Signature] 6/2/23
 APPLICANT SIGNATURE DATE

*Please attach completed Water Demand Worksheet with this application .

TOWN USE ONLY

RECOMMENDATION: APPROVE DENY
 RECOMMENDED WATER AMOUNT: \$39,000 (0.5 AF)
 RECOMMENDED PRICE: \$39,150 - INCLUDES WATER TRANSFER FEE.
[Signature] 6/26/23
 TOWN MANAGER SIGNATURE DATE

TOWN COUNCIL FINAL DETERMINATION: APPROVE DENY

DEDICATION AMOUNT: _____

FINAL COST: _____ DATE: _____

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

TOWN COUNCIL CONSENT AGENDA COMMUNICATIONS

AGENDA DATE: July 3, 2023

SUBJECT: Resolution 2023-28, Amending the Fiscal Year 2022 Budget

ATTACHMENTS: 1. Resolution 2023-28

PRESENTED BY: Devon McCarty, Finance Director

AGENDA ITEM DESCRIPTION:

Enclosed for review and consideration is Resolution 2023-28, which will modify the 2022 budget recognizing an increase in expenses in the General Fund and the Recreation Center Fund, ensuring that the Town is in compliance with C.R.S. 29-1-110.

The proposed changes includes the following:

General Fund

On August 29, 2022, Town Council approved Resolution 2022-38 for the Town to purchase property from Anadarko E&P Onshore LLC. The purchase price of this property was \$1,508,875.54. The attached resolution increases the expenses and appropriations in the General Fund by \$1,509,000 to cover the purchase of this property.

Recreation Center Fund

In anticipation of potential audit adjustments, the expenses and appropriations in the Recreation Center Fund have been increased by \$10,000.

LEGAL ADVICE:

The Town Attorney drafted the Resolution.

FINANCIAL ADVICE:

The recommended amendments will increase the accuracy of the financial information and ensure compliance with state law.

The Community That Cares

www.TownofJohnstown.com

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

RECOMMENDED ACTION: Approve Resolution 2023-28 as presented.

Reviewed and Approved for Presentation,



Town Manager

The Community That Cares

www.TownofJohnstown.com

P: 970.5127.4664 | 450 S. Parish Ave, Johnstown CO | F: 970.5127.0141

RESOLUTION 2023-28

**A RESOLUTION OF THE TOWN OF JOHNSTOWN, COLORADO,
AMENDING REVENUES AND EXPENDITURES FOR THE FISCAL YEAR 2022
BUDGET**

WHEREAS, on December 13, 2021, the Town Council adopted, by Resolution No. 2021-46, the Fiscal Year 2022 Budget (“2022 Budget”); and

WHEREAS, revenues and expenditures have been evaluated and are being adjusted for the 2022 operating budget to increase clarity of information and improve the quality of usefulness of such information in the decision-making process; and

WHEREAS, the Town purchased property for \$1,508,875.54 from Anadarko E&P Onshore LLC; and

WHEREAS, the Town Council agrees to modify appropriated expenditures for the 2022 Budget, ensuring the budget will be in balance and that authorized budgeted revenues and expenditures are amended, as required by law.

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

Expenditures

Section 1. General Fund:

Whereas, the Town Council of the Town of Johnstown determines that the Fiscal Year 2022 General Fund expenditure appropriations are hereby increased by \$1,509,000 to reflect an increase in expenditures for property acquisition.

Section 2. Recreation Center Fund:

Whereas, the Town Council of the Town of Johnstown determines that the Fiscal Year 2022 Recreation Center Fund expenditure appropriations are hereby increased by \$10,000 to reflect audit adjustments.

Section 3. Effective Date. This resolution shall become effective immediately upon adoption.

Section 4. Repealer. All resolutions, or parts thereof, in conflict with this resolution are hereby repealed, provided that such repealer shall not repeal the repealer clauses of such resolution nor revive any resolution thereby.

Section 5. Certification. The Town Clerk shall certify to the passage of this resolution and make not less than one copy of the adopted resolution available for inspection by the public during regular business hours.

ADOPTED THIS 3rd DAY OF JULY, 2023.

TOWN OF JOHNSTOWN

BY: _____
Troy D. Mellon, Mayor

ATTEST:

Hannah Hill, Town Clerk



Town of Johnstown

MEMORANDUM

TO: Honorable Mayor and Town Council Members

FROM: Matt LeCerf, Town Manager

DATE: July 3, 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):

- 07/03/2023 – Regular Council Meeting
- 07/10/2023 – Council Work Session
- 07/17/2023 – Regular Council Meeting
- 08/07/2023 – Regular Council Meeting

Administration, Finance, Planning, & Human Resources

- *Liquor Licensing* – Cheba Hut has submitted a renewal for a Hotel & Restaurant liquor license; Johnstown Plaza Liquors LLC has submitted a renewal for a Liquor Store liquor license and a tasting permit; Red Barn Liquors LLC has submitted a renewal for a Liquor Store liquor license, as well as a modification of premise for storage and a tasting permit; Coral Bay Wine & Spirits has submitted a renewal for a Liquor Store liquor license. The JDDA has submitted a Special Event Liquor License Application for Fall Fest on September 16, 2023.
- *Municipal Court* – 126 cases were processed in Municipal Court in June 2023.

The Community That Cares

johnstown.colorado.gov

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

- *Town Clerk* – Staff attended the Colorado Municipal Leagues Annual Conference, as well as several local Colorado Municipal Clerk’s Association trainings.
- *Special Events* – A special event application has been submitted for the Milliken Middle School Cross Country Season Opener on August 17, 2023. The JDDA has submitted an application for Fall Fest on September 16, 2023. Staff is currently processing and reviewing both applications.
- *Hiring* – The Town welcomed a new Police Officer, three Planners, three Parks seasonal workers, a Wastewater Operator, two Utility Operators, and a new Public Works Director to our team in June. We are processing a new Police Officer and a new Police Cadet position. A Streets Crew Lead position is currently open.
- *Pool Feasibility Study* – Stakeholder meetings were held on June 27, followed up by Community Meetings that same evening. The public was invited to attend to learn about different outdoor aquatic opportunities and to provide feedback to the committee and the consultants.
- *Water Rate Study* – The water rate study is well underway. Consultants are in the process of collecting and reviewing Town data. Staff is currently meeting with consultants on a weekly basis to review findings and provide additional information if needed.
- *Police Building RFP* – The pre-bid meeting was held on June 9, 2023, and was well attended. An addendum to the original RFP was issued and distributed to interested parties and posted on our website on June 16, 2023. The closing date is July 14, 2023.
- *Highway Users Tax Fund (HUTF)* – The Local Highway Finance Report was submitted for 2022 in compliance with State Law.
- *Audit* – The 2022 audit is nearly completed with a final report expected to be presented at the July 17 Council meeting.
- *Planning & Zoning Commission (PZC)* – PZC held one meeting on June 28 with the next meeting scheduled for July 26, which will be the newly appointed commissioners’ first meeting. We want to extend a warm thank you to Commissioner Jessica Salo who stepped down from PZC to assume a permanent leadership role in UNC’s GIS Department; and Commissioner Bruce Weber who served as Chair for the past few years and will be working overseas on a new project.
- *Planning & Development Staff* – The department welcomed three new Planning Staff to the Town and have been working on training them in their new roles.
- *Acceptance Inspection* – Planning Staff performed a preliminary landscape inspection on Phase 1 of Johnstown Village/Mallard Ridge in preparation for a pending request for Final Acceptance this Fall.
- *Online Business Directory* – Town Staff launched in June the online business directory for residents and visitors. The online business directory is accessible via the Town’s website and allows users to search for businesses based on category, location, and services offered. Businesses are able to update their information including current job opportunities at any time and such changes are approved once reviewed by Town Staff.
- *Downtown Johnstown Branding & Wayfinding Project Update* – Town Staff published the Downtown Wayfinding Signage Phase 1 RFP in May and closed the RFP in June

The Community That Cares

johnstown.colorado.gov

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

with a total of 3 bids submitted. Upon a contract award by Town Council, Phase 1 of the downtown wayfinding signage will begin to be fabricated with installation expected this year. Town Staff is also working on officially launching the Downtown Brand during the Fall Fest Event.

- *Biz Walk* – Town Staff continues to schedule monthly biz walks to meet with our local businesses. In May, Staff met with Swire Coca-Cola. Staff did not schedule a biz walk in June but is set to meet with Pioneer Materials West in July.
- *Business of the Month (BOTM)* – The BOTM for May was Culvers Restaurant and in June Red Barn Liquor. Staff plans to announce the BOTM for July during the July 3 Town Council Meeting.
- *Community Engagement* – Town Staff had 2 very successful engagements with the community this month (despite the weather), at Johnstown BBQ Day and at the Johnstown Milliken Pride Event at the YMCA. It is important, and a main priority of the Communications Office, to engage with community members where they are at and share the most up to date information and opportunities of the Town.
- *PIO Communications Trainings* – Sean Kennedy, Communications Specialist, completed a PIO Training June 20-22 related to incident response.
- *FY 2024* – Town Staff is working on completing requests for the FY 2024 Budget. These requests are due by July 7 to the Town Manager. Budget work sessions are preliminarily scheduled for September before Council.
- *Manager's Meeting* – The Town Manager attended the quarterly Larimer/Weld County Manager's meeting. The topics discussed included the LETA 911 operations and Larimer County Emergency Management.
- *Home Supply Share Purchase* – The Town should close on a Home Supply Share on Friday June 30. Funds are allocated in the FY 2023 Budget for water acquisition.
- *Bus Transit* – The Town will be having a conversation about a possible partnership for bus transit in North Johnstown later this week. Additional information will be forthcoming based on any identified outcomes of this meeting.

Police Department

Training

- *Leadership Training* – Sergeant Timme attended FBI LEEDA training. This training is a line supervisor course that focuses on leadership techniques and how to provide mentorship to subordinates.
- *Officer Safety Training* – The entire police department received training on how to conduct residential building searches properly and safely.
- *Use of Force Training* – Department personnel received state mandated Use of Force Training. This level of training is Colorado POST required, but also helps officers develop skills needed to assess and utilize the proper use of force that is within state guidelines and departmental policy.
- *School Resource Officer (SRO) Training* – Officer Kelley attended the Colorado Association of School Resource Officers conference in Breckenridge, this training

The Community That Cares

johnstown.colorado.gov

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

provides up to date information on new laws and procedures affecting the role of school resource officers statewide.

Community Policing, Outreach & Miscellaneous Items:

- *New Police Officer* – The department welcomed Officer Yudelky Perez. Officer Perez is a lateral transfer from the Larimer County Sheriff’s Office. She has completed the department run mini-academy and has been assigned to her first phase of her field training (FTO) program.
- *BBQ Days* – Officers and supervisors provided security for the annual BBQ days event. No significant incidents occurred.
- *Shred Event* – The department hosted it’s annual “shred event” to provide residents and business a safe alternative to dispose of sensitive documents.

Public Works

- Crews completed 72 work orders this review period consisting of flood cleanup, construction inspections, street sweeping, gravel road grading, filling potholes, road sign repair, funerals, and a variety of other street and grounds related work.
- *Little Thompson Trail* – Contractor has encountered some areas of poor subgrade. Repairs are in progress. The poor subgrade may result in a change order for the project to help move the wet conditions to adjacent areas and onto the Little Thompson River.
- *Charlotte Street Improvements* – The contractor continues to work with the full width street closure from Greeley and Jay. The contractor completed sanitary sewer pipe installation and will be installing sewer services the week of June 26. The three-week look ahead is located on our website.
- *Frontage Road* – The contractor is 90% completed with the Frontage Road and it is scheduled to open hopefully not later than the first week of July.



The Community That Cares

johnstown.colorado.gov

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

- *The Ridge Filing 1* – CR 3E has been completed from south of CR18 to CR16 and is open to traffic.



- *The Granary* – Repairs are in progress for the damaged rollover curb and walk from the milling company for Filing 1 Phase A. Once it is completed, they will pave all the milled streets. Repairs to subgrade with cement treatment process is in progress in Filing 1 Phase B.

Utilities

- *Treatment*
 - Water Treatment Plant (WTP):
 - Average Daily Flows: 2.059 MGD
 - The raw water recycle pump #3 and VFD are both up and running after a few start up issues.
 - Staff overcame a number of issues with power, internet, and phone at the treatment plant due to the storms and worked together to maintain operations.
 - All six GAC vessels are filled, flushed, and backwashed and online for the season. Granular Activate Carbon (GAC) mitigates the potential for taste and odor issues due to algae growth in the Town’s reservoirs.
 - Low Point Wastewater Treatment Plant (WWTP):
 - Average Daily Flows: 0.57 MGD
 - Staff corrected challenges with reading the flow meter coming into the plant and were able to replace an internal modular card that was causing intermittent display issues.
 - The solids handling tank is nearing completion for the new membrane plant.

The Community That Cares

johnstown.colorado.gov

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

- The second site generator is installed with bollards in place and is scheduled for a test run the first week of July.
 - Central WWTP:
 - Average Daily Flows: 0.83 MGD
 - Solids bulking in Lagoon 1 have been mitigated thanks to a combination of submersible, and directional aerators.
 - Very high rainfall caused huge amounts of infiltration to overwhelm the treatment lagoons. Lagoon levels are slowly getting back to normal.
 - The newest employee in the wastewater division has completed training at the Central plant and is moving to the Low Point plant for training and becoming an asset to the team.
- *Sewer Collection & Water Distribution*
 - Locates: 487 tickets
 - Meters: 44 new installs, 5 Replacements
 - Staff successfully identified and replaced a meter that had been illegally removed from a residence over six years ago.
 - Staff mitigated and isolated a sanitary sewer overflow occurring in the line coming into the Low Point Wastewater Treatment Plant.
 - Staff was notified by a resident of a potential backup in Thompson River Ranch that was able to be quickly corrected, avoiding a sanitary sewer overflow.
 - The recent power outage caused the lift stations to lose power, however the auxiliary power came right on and kept things going smoothly.
- *Inspections*
 - 1,500' water main installed and tested
 - 2,100' sewer main installed and tested
 - 71 water/sewer inspections
- *GIS*
 - GIS is primarily focused on completing the field data collection for the Town's utility network:
 - Added 14 miles of water lines.
 - Added 2.5 miles of wastewater lines.
 - 988 fire hydrants have been collected for GIS as well.
 - A methodology has been developed to help assess the age of Town utility infrastructure which will help in replacement scheduling and in rate studies.
- *Capital Projects*
 - *South Water Tank* – Due to some weather delays in May and June, the contractor should be completing the tank in early July and testing of the tank will be conducted.
 - *South Water Tank Distribution Pipeline* – The contractor is continuing to test the mainline. Testing consists of filling the line with high chlorinated water, flushing the line, pressure, and leakage testing, and finishes with bacteriological testing.

The contractor, in conjunction with Town Staff, has completed testing the water main from CR17/CR42 through the South Tank site with minimal items to address. The contractor will continue to test the water main from the south tank site to Colorado Boulevard and Hwy 60.

- *Low Point Sewer Plant Expansion* – The contractor continues installing equipment in the Membrane Bioreactor (MBR) and Headworks building as it arrives on site. PVREA and the contractor switched the main power supply for the site from the old service to the new service in June which involved the existing plant running on backup power for approximately 8 hours. The switch over was successful with no issues. Town Staff and the contractor are working together to schedule trainings for Staff on the new equipment and testing. In addition, Staff is working with the programmer to review the proposed interface to control the plant.
- *Central Wastewater Treatment Plant* – Site grading is underway including the excavation of a new lift station and some of the basins. Staff will continue to work with the contractor and design engineer throughout construction on permitting and construction progress. The abnormally wet spring caused some delays as much of the foundation was filled with water. As Plant Staff coordinates lowering the lagoon levels, the contractor will look to restart the decommissioning of Lagoon #3 (the southwest lagoon).
- *State Highway 60 Waterline* – Through 2023 Town Staff will work with the design engineer on final alignment and obtaining all necessary easements, agreements, and permits. In June, Town Staff and the design engineer met with CDOT to discuss the project and give them an introduction to the project and discuss their requirements. In addition, we are working on getting survey and utility locations wrapped up to determine the best alignment for the new water main. As a reminder, this project consists of replacing an aging water main in Highway 60 from Parish Avenue to Sticker Stadium and installation of a new water main from Sticker Stadium to the new Central Wastewater Treatment Plant.



Town of Johnstown

TOWN COUNCIL AGENDA COMMUNICATIONS

AGENDA DATE:	July 3, 2023
SUBJECT:	Award RFP for Downtown Johnstown Wayfinding Signage: Phase 1
ACTION PROPOSED:	Award project to Ad Light Group
ATTACHMENTS:	<ol style="list-style-type: none">1. Downtown Johnstown Wayfinding Bidding Resources (RFP)2. Downtown Johnstown Wayfinding Signage Designs (all phases)3. Ad Light Group Contract (with Exhibit A to be inserted prior to contract execution)4. RFP Submittals<ol style="list-style-type: none">a. Ad Light Groupb. Arapahoe Sign Artsc. DaVince Sign Systems5. Downtown Johnstown Wayfinding Signage Designs – Phase 1 Options
PRESENTED BY:	Sarah Crosthwaite, Economic Development Manager

AGENDA ITEM DESCRIPTION:

The Town of Johnstown published the Downtown Johnstown Wayfinding Signage: Phase 1 Request for Proposal (RFP) on May 26, 2023. The RFP was available on the Town website and via the Town's Rocky Mountain BidNet account. Additionally, the Town held a virtual pre-bid meeting on May 30, 2023 to answer questions regarding the project and RFP from interested contractors/firms.

The Town closed the RFP on June 16, 2023 and received a total of 3 submissions. As a recap, the Downtown Johnstown Wayfinding Signage: Phase 1 Project RFP sought proposals for the following contractor services:

- Signage Fabrication for Phase 1 signs in the Downtown corridor
- Signage Installation for Phase 1 signs in the Downtown corridor

The RFP outlined Phase 1 signs to include:

- Columnar Gateway (1)
- Curved Corner Gateway (1)
- Sculptural 'J' Gateway (1)
- Pedestrian Mini-Kiosk Sign (1)

The Community That Cares

www.TownofJohnstown.com

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

The purpose of the project is to fabricate and install signage in the downtown corridor through a phased approach. The signs have designed by Michael Baker International and represent the new downtown brand that was adopted by Town Council in May 2023.

The total sign family includes (all phases):

- Gateway
- Auto directional
- Columnar gateway
- Destination/directional/parking signs
- Interpretive signs
- Building mounted signs
- Parking stall signs
- Sculptural
- Street name signs
- Trail signs
- Pedestrian kiosk including static and digital

The signs will be installed through several phases with Phase 1 beginning this year. Enclosed is the RFP for the Downtown Johnstown Wayfinding Signage: Phase 1 Project and all 3 bid proposals received. For reference the following entities submitted a proposal with their corresponding bid price for Phase 1:

Contractor	Bid Price
Ad Light Group	\$459,140.29
Arapahoe Sign Arts	\$461,733.38
DaVince Sign Systems	\$520,046.00

The Town’s budget for Phase 1 of the project is \$300,000. We have been working with Ad Light to readjust their bid submittal to provide several options that allow Town Council to decide which sign package (based on the Phase 1 RFP) they would like to move forward with. The following options include:

- Option 1 – Bid price \$404,496.17.
 - Signage Includes:
 - Columnar Gateway
 - Curved Corner Gateway
 - Sculptural ‘J’ Gateway
- Option 2 – Bid price \$296,896.20.
 - Signage Includes:
 - Columnar Gateway,
 - Sculptural ‘J’ Gateway
 - Pedestrian Mini-Kiosk Sign
- Option 3 – Bid price \$283,527.02.
 - Signage Includes:
 - Curved Corner Gateway

- Sculptural 'J' Gateway

Staff is requesting and recommending awarding the Downtown Johnstown Wayfinding: Phase 1 to Ad Light Group. Additionally, the recommendation includes an award of Option 1 as described above for an amount of \$404,496.17. Ad Light Group's proposal not only met the requirements of the RFP but provided a comprehensive outline of their fabrication and installation process including the hard deadlines to install the sculptural 'J' Gateway Sign by September 3, 2023, the Curved Corner Gateway by November 27, 2023, and the other remaining signs by February 1, 2024.

Additionally, the Project Manager for Ad Light Group lives in Johnstown and will directly oversee the project. Our consultant Kristin Cypher also reached out to the provided references and received positive feedback in terms of the quality work provided by the company including being responsive and keeping the project on budget.

LEGAL ADVICE:

The Standard Contract Agreement was used, and the Town Attorney has been provided the agreement.

FINANCIAL ADVICE:

The Town has budgeted \$300,000 for this project for FY 2023. The total cost for Option 1 is \$104,496.17 over budget. Option 2 and 3 are within or under budget. Funds are preliminarily expected to be available in the Capital Improvements Fund to accommodate this increase in cost. If not, a budget amendment may be necessary at the end of the fiscal year.

RECOMMENDED ACTION: Approve and award the RFP project to Ad Light Group for Option 1 at a cost of \$404,496.17.

SUGGESTED MOTIONS:

For Approval: I move to approve and award the RFP Downtown Johnstown Wayfinding Signage Project to Ad Light Group selected Option 1 at a cost of \$404,496.17 and provide the Town Manager with a 5% financial discretion to complete this phase.

For Denial: I move to deny the Town of Johnstown to award the RFP project to Ad Light Group.

Reviewed and Approved for Presentation,



Town Manager



Downtown Johnstown Wayfinding Phase 1 Bidding Resources

05.25.2023



Phase 1 Bidding Resources

Advertisement Date: 05.26.2023

Bid Opening Date: 06.16.2023

TABLE OF CONTENTS

1. Invitation to Bid
2. Instructions for Bidders
3. Bidder's Qualifications and Data Form
4. Subcontractors and Related Data Form
5. Bid Proposal Form
6. Bid Schedule Form
7. Johnstown Signage & Wayfinding Signage Master Plan - Phase 1 (Project Context & Background, Signage & Wayfinding Design Development, Final Design Vision; includes links to a cloud-based Google Earth project file) - SEPARATE DOCUMENT

NOTE: The Johnstown Signage & Wayfinding Signage Master Plan - Phase 1 is provided as a separate document

INVITATION TO BID

PROJECT: Johnstown Signage & Wayfinding Master Plan – Phase 1

SCOPE: Fabricate and install wayfinding signs within the Town of Johnstown. This project is for Phase 1 only of the Johnstown Signage & Wayfinding Master Plan (dated May, 2023), and includes four (4) signs, with the sign installations concentrated in the downtown area. The Phase 1 Project entails the fabrication and installation of four (4) sign types, including: Columnar Gateway (G1 = 1 Sign), Curved Corner Gateway (G2 = 1 Sign), Sculptural "J" Gateway (G2 = 1 Sign), and Pedestrian Kiosk Sign (P2 = 1 Sign).

Phase 1 Tasks:

- **Task A: Signage Fabrication:** This project task involves developing the fabrication plans for manufacturing each of the four (4) Phase 1 signs, as specified per the Bid Documents, Contract provisions, and Town Code.
 - Task A.1:** Town and Consultant Coordination
 - Task A.2:** Prepare Sign Manufacturing Report Specifications (Electric and Non-Electric Signs)
 - Task A.3:** Prepare Sign Shop Drawings
 - Task A.4:** Prepare Final Record Documents – Per Quality Control Plan
 - Task A.5:** Prepare Sign Costs
 - Task A.6:** Prepare Warranty Plan for Town
 - Task A.7:** Manufacture Signs (Procure Materials and Fabricate Signs)
 - Task A.8:** Signage Fabrication, Complete, Columnar Gateway (G1 = 1 Sign)
 - Task A.9:** Signage Fabrication, Complete, Curved Corner Gateway (G2 = 1 Sign)
 - Task A.10:** Signage Fabrication, Complete, Sculptural "J" Gateway (G2 = 1 Sign)
 - Task A.11:** Signage Fabrication, Complete, Pedestrian Kiosk Sign (P2 = 1 Sign)
- **Task B: Signage Installation:** This task involves installing each of the four (4) Phase 1 signs within the Town of Johnstown, as specified per the Bid Documents, Contract provisions, and Town Code.
 - Task B.1:** Town and Consultant Coordination
 - Task B.2:** Site Visit (Confirm Sign Locations, Utilities, Other Installation Site Factors)
 - Task B.3:** Prepare Construction Plan Documents
 - Task B.4:** Obtain Necessary Permits and Certifications (In Conjunction with Town Staff)



Downtown Johnstown Wayfinding Phase 1 Bidding Resources

Item #7.

Advertisement Date: 05.26.2023

Bid Opening Date: 06.16.2023

Task B.5: Prepare a "Construction Safety and Phasing Plan" (CSPP) – Including Traffic Control

Task B.6: Coordinate with Utility, Agency and Service Providers

Task B.7: Removal/Demolition Existing Signs

Task B.8: Survey and Stake Sign Installation Locations

Task B.9: Coordinate/Contract with Local-Area Contract Suppliers (Materials and Services)

Task B.10: Signage Support Footings & Electrical Connections

Task B.11: Signage Installation, Complete, Columnar Gateway (G1 = 1 Sign)

Task B.12: Signage Installation, Complete, Curved Corner Gateway (G2 = 1 Sign)

Task B.13: Signage Installation, Complete, Sculptural "J" Gateway (G2 = 1 Sign)

Task B.14: Signage Installation, Complete, Pedestrian Kiosk Sign (P2 = 1 Sign)

Task B.15: Conduct Project Inspections, Punchlist Items, and Project Closeout

Task B.16: Prepare Sign Repair/Maintenance Plan for Town

The Town of Johnstown, Colorado will receive sealed Bids for "Johnstown Signage & Wayfinding Master Plan - Phase 1 " until 2:00 P. M. MST on the 16th day of June, 2023.

Bids may be submitted via one of the following methods:

Email: Email to the Project Manager Sarah Crosthwaite scrosthwaite@johnstownco.gov and Project Consultant Kristin Cypher at kristin.cypher@mbakerintl.com

Late bids will not be accepted or considered

The Bidding Documents are available on www.rockymountainbidsystem.com and Town of Johnstown website under "Doing Business." Interested bidders are responsible for verifying receipt of all applicable documentation, including any associated addenda. The Town of Johnstown cannot guarantee accurate information obtained from sources other than BidNet.



Phase 1 Bidding Resources

Advertisement Date: 05.26.2023

Bid Opening Date: 06.16.2023

SCHEDULE OF ACTIVITIES (subject to change)

Event	Date
Invitation to Bid	Friday, May 26, 2023
Virtual Pre-Bid Meeting	Tuesday, May 30, 2023 (10:30am Mountain Time)
Deadline for Questions	Monday, June 5, 2023 (5:00pm Mountain Time)
Final Addendum Issued	Wednesday, June 7, 2023
Virtual Bid Opening	Friday, June 16, 2023 (2:00pm Mountain Time)
Notice of Award (pending final Council approval)	Monday, June 19, 2023
Pre-Construction Meeting/Site Walk (tentative)	Friday, June 30, 2023
Contract Execution	Monday, July 3, 2023
Notice to Proceed	Tuesday, July 5, 2023
Substantial Completion of Gateway Feature	Monday, August 28, 2023
Construction Completed of Gateway Feature	Monday, September 4, 2023
Substantial Completion of Phase 1 Wayfinding	Monday, November 20, 2023
Construction Completed of Phase 1 Wayfinding	Monday, November 27, 2023

A PRE-BID MEETING will be held **VIRTUALLY** at **10:30 A. M. MST on the 30th day of May, 2023**. The meeting will be held via Zoom:

Microsoft Teams Meeting Link:

https://teams.microsoft.com/l/meetup-join/19%3ameeting_YjdkZTkzYjUtMmEwMS00ZGMxLTK5ZTEtOWU4MGRiMGM2ZjRl%40thread.v2/0?content=%7b%22id%22%3a%224e1ee3db-4df6-4142-b7b9-bec15f171ca4%22%2c%22oid%22%3a%22b0bad6bf-a442-4cf0-bda5-6b778f72e8ef%22%7d

Scan for Microsoft Teams Meeting Link:



Meeting ID: 240 369 205 021

Passcode: fKtXbA

Join with a video conferencing device:

mbakerintl@m.webex.com

Video Conference ID: 116 787 885 4

Alternate VTC instructions

Or call in (audio only):

+1 412-634-6334,,112528191#

United States, Pittsburgh

Phone Conference ID: 112 528 191#



Phase 1 Bidding Resources

Advertisement Date: 05.26.2023

Bid Opening Date: 06.16.2023

Contact the Project Manager if you anticipate issues with the Microsoft Teams meeting options.

Prospective offerors may submit written inquiries concerning the requirements of this solicitation to Sarah Crosthwaite, via BidNet or e-mail (scrosthwaite@johnstownco.gov), before the Deadline for Questions listed above. **Bids will be opened and publicly read aloud during a VIRTUAL Bid Opening meeting at 2:00 P.M. on the 16th day of June, 2023.** The Town will use the Microsoft Teams conferencing platform. Bidders can join the meeting via video call or phone call:

Microsoft Teams Meeting Link:

https://teams.microsoft.com/l/meetup-join/19%3ameeting_ZDU1NjdINWEtYzAxZi00MzVmLWE2N2U+NGUyNGQ0MmJmMzQ1%40thread.v2/0?context=%7b%22tid%22%3a%224e1ee3db-4df6-4142-b7b9-bec15f171ca4%22%2c%22oid%22%3a%22b0bad6bf-a442-4cf0-bda5-6b778f72e8ef%22%7d

Scan for Microsoft Teams Meeting Link:



Meeting ID: 244 074 109 759

Passcode: DbKZsm

Join with a video conferencing device:

mbakerintl@m.webex.com
Video Conference ID: 112 789 975 2
Alternate VTC instructions

Or call in (audio only):

+1 412-634-6334,,351834731#
United States, Pittsburgh
Phone Conference ID: 351 834 731#

Contact the Project Manager if you anticipate issues with the Microsoft Teams options.

The successful Bidder shall provide the Town with a Certificate of Insurance naming the Town of Johnstown as an additional insured for all policies required in the General and Special Conditions, and with proof of Workers' Compensation coverage.

If awarded the Bid, a Performance Bond and a Labor and Material Payment Bond are required, each for the total amount of the Contract Price.

No Bidder may withdraw a Bid for a period of thirty days after the date fixed for opening the Bids.

The Town of Johnstown reserves the right to cancel this Invitation to Bid; reject any Bid, in whole or in part; to adjust the quantity of Work to be done as mandated by budgetary requirements; and to waive informalities or irregularities in the Bids received, when it is in the Town's best interest to do so.

TOWN OF Johnstown

Sarah Crosthwaite, Project Manager



Downtown Johnstown Wayfinding

Item #7.

Phase 1 Bidding Resources

Advertisement Date: 05.26.2023

Bid Opening Date: 06.16.2023

INSTRUCTIONS FOR BIDDERS

SUBMISSION OF BIDS

Sealed Bids will be received by the means listed in the Invitation to Bid. Timely delivery of Bids is the Bidder's responsibility and Bids received after the time and date indicated in the Invitation to Bid will not be accepted.

Oral, hand delivered, telephone or fax Bids are invalid and will not receive consideration. On occasion, an exception to this procedure may be made. The Project Manager may make an exception under extreme circumstances, in the Manager's sole discretion.

No Bid alterations or interlineations will be permitted, unless made before submission and initialed and dated. If initialed, the Town may require the Bidder to identify the alteration so initialed.

BIDDING DOCUMENTS

The following documents constitute the Bidding Documents for this project:

1. Invitation to Bid
2. Instructions for Bidders
3. Bid Guarantee
4. Bidder's Qualifications and Data
5. Subcontractors and Related Data
6. Bid Proposal
7. Bid Schedule
8. Drawings/Plans/Designs (the Wayfinding Plan - Phase 1, a separate document)
9. Google Earth Project File (cloud-based, included in the Wayfinding Plan - Phase 1)
10. Addenda (if any; upon issuance)

The Bidder will download the Bidding Documents as directed in the Invitation to Bid. All forms associated with, bound with, or attached to the Bidding Documents are a necessary part thereof and must not be detached.

The Bidding Documents will state the location and description of the proposed Work and will show the estimate of the various quantities of work to be performed and materials to be furnished, the time in which the work must be completed, the amount of the Bid Guarantee (which must accompany the Bid) and the date and time of the opening of the Bids. It will also state any special provisions or requirements, which vary from or are not contained in the General Conditions.



Phase 1 Bidding Resources

Advertisement Date: 05.26.2023

Bid Opening Date: 06.16.2023

ADDITIONAL BID DETAILS

Persons Submitting Bids: Each Bid must contain the full name(s) and U.S. Postal Service mailing address of the Bidder(s), and any person signing any Bid as agent of another, or of a firm, must furnish legal evidence of authority to do so.

A person who submits a Bid and affixes "President," "Secretary," "Agent," or other designation to his or her signature, without disclosing the principal, may be personally held to the Bid.

The Town will not consider more than one Bid from an individual, firm, partnership, or corporation under the same or different names. Evidence that any Bidder is interested in more than one Bid for the same work will be cause for rejection of all such Bids. Collusion between the Bidders will be considered sufficient cause for the rejection of all affected Bids. A party quoting prices to a Bidder is not thereby disqualified from quoting prices to other Bidders or from submitting a direct Bid on the Bidder's own behalf.

Bid Pricing: All prices shall be stated in words and numbers except where the forms provide for numbers only. Use of the provided bid schedule in MS Excel spreadsheet format is acceptable.

Unit Price Bid Schedule: When the Town requests Unit Prices, the Bidder shall fully complete the schedule of unit prices included in the bid schedule.

When the Town includes an additional amount on the bid schedule for minor contract revisions and the Town has estimated bid quantities on the schedule, bidders shall include that additional amount in the total Bid price.

The total of all the unit prices bid multiplied by the estimated quantity of each item shall be the total Bid price. The Town will pay for the final measured, used, or delivered quantities at unit prices in the Bid.

Discrepancies: In the event of a difference between extended price and unit price of the bid schedule, **the unit price governs.**

Modifications: Modifications to Bids already submitted will be allowed if received prior to the time specified in the Invitation to Bid. Modifications shall be submitted as such, and shall not reveal the total amount of either the original or revised Bids. The modifications shall be submitted via BidNet or in writing and shall be signed in the same manner and by the same person(s) who signed the Proposal.

Withdrawal of Proposal: A Bidder may withdraw a Bid at any time prior to the time Bids are to be opened, via BidNet or by written request of the Bidder. Any such request shall be signed in the same manner as, and by the same person(s) who signed the Bid Proposal.

Alternate Bids: Whenever Alternate Bids are called for specifying the use of several different classes of materials or types of improvements for the same work, all Bidders are requested to submit prices for use of each of the several classes of materials or



Downtown Johnstown Wayfinding

Phase 1 Bidding Resources

Item #7.

Advertisement Date: 05.26.2023

Bid Opening Date: 06.16.2023

types of improvements as specified. The material to be used or the type of improvement to be adopted will be selected by the Town after the Bids have been opened and read. Unless otherwise specifically provided in the specifications for the improvement, Bids shall be made upon each and every item shown on the blank Bid Schedule.

Variation in Estimated Quantities: The Contractor must reasonably expect a variation in the estimated quantities from the actual quantities and no claims will be allowed for anticipated profits, for loss of profits or for damage of any sort because of a difference between the estimate of any item and the amount of the item actually required. The Town reserves the right to eliminate items from the Bid Schedule when the Town deems it in its best interest.

Cost of Bid Preparation: The total cost of bid preparation and submission shall be assumed by the Contractor.

Taxes: The Town of Johnstown is exempt from paying sales or use taxes. Materials and equipment purchased solely for Town projects, that will become a permanent part of the final project, are tax exempt. The Town will furnish its tax-exempt number, in lieu of requiring the Contractor and subcontractors to obtain their own certificates of exemption from the Colorado State Department of Revenue. Contractors and all subcontractors purchasing materials tax exempt must disclose the nature of the Town's project, the Town's purchase order, and then provide the Town's tax-exempt number to the supplier.

FAMILIARIZATION WITH THE WORK AND SITE CONDITIONS

Before submitting Bids, prospective Bidders shall familiarize themselves with the work, the site where the work is to be performed, local labor conditions and all laws, regulations and other factors affecting performance of the work. Bidders shall carefully correlate their observations with requirements of the Contract and otherwise satisfy themselves as to the expense and difficulties attending performance of the work. The submission of a Bid constitutes a representation of compliance by the Bidder. There will be no subsequent financial adjustment for lack of such familiarization.

Site Conditions: Bidders shall visit the site of the work and completely inform themselves relative to construction hazards and procedures, the availability of lands, the character and quantity of surface and sub-surface materials, and utilities to be encountered, the arrangement and condition of existing structures and facilities, the procedures necessary for maintenance of uninterrupted operation of existing sewers and other utilities, the character of construction equipment and facilities needed for performance of the work, and facilities for transportation, handling, and storage of materials and equipment. All such factors shall be properly investigated and considered in the preparation of Bids.

REQUESTS FOR EXPLANATION

Bidders should immediately notify the Town of any discrepancies in or omissions from the Drawings or Specifications, so that the Project Manager can publish an Addendum in response. Any Bidder may submit a written request for explanation or correction of any part of the Bidding or Contract Documents, as directed in the Invitation to Bid. Questions and points of clarification are requested to be submitted via BidNet or email when possible. The deadline for submitting such requests is detailed in the Invitation to Bid and/or Special Conditions. The Project Manager will also field phone calls, but written communication is preferred. Oral explanations and interpretations made prior to the Bid Opening will not be binding.



Downtown Johnstown Wayfinding

Phase 1 Bidding Resources

Item #7.

Advertisement Date: 05.26.2023

Bid Opening Date: 06.16.2023

ADDENDA

Any explanations or corrections to the Bidding Documents shall be furnished to all Bidders as Addenda via BidNet and the Town's website. Final Addenda issuance shall be as directed in the Invitation to Bid and/or the Special Conditions. All Bidders shall acknowledge receipt of Addenda in the Bid Proposal form.

If there is to be a postponed Bid Opening, this will be communicated on BidNet as an Addendum (and an automatically generated notification will be sent to all who downloaded the original Bidding Documents).

BID GUARANTEE

Each Bid shall be accompanied by a Bid Guarantee (typically a Bid Bond) as directed in the Invitation to Bid. No Bid will be considered unless accompanied by the Bid Guarantee. No personal or business checks will be accepted as Bid Guarantees.

When Alternate Bids are called for, providing for the use of several different classes of materials or types of improvements for the same work, one Bid Guarantee in the amount of five percent of the total amount of the highest Bid will be sufficient for all Bids.

The Bid Guarantee of the Bidder(s) to whom a contract award is made may be returned when the successful Bidder executes a contract and files a Labor and Material Payment Bond, a Performance Bond, and any other documents required by the Notice of Award. The Bid Guarantee of the next three ranked responsible Bidders may be retained for a period not to exceed 45 days and may be returned after the execution of the Construction Contract and bonds by the successful Bidder. The Bid Guarantee of all other Bidders may be returned after the contract is awarded. However, Bid Bond surety forms provided with the Bid will not be returned unless specifically requested by the Bidder. Certified Checks (or other forms of bid securities used as Bid Guarantees) may be returned immediately following the Bid Opening, at the discretion of the Project Manager, to those who are not apparent low Bidders.

If the successful Bidder fails to enter into a contract according to the Bidder's accepted Bid or fails to furnish the required bonds within ten calendar days from Notice of Award, or by such time as modified by Special Conditions, the Bid Guarantee shall be forfeited to the Town of Johnstown as liquidated damages.

The next responsible Bid shall then be considered the successful Bid and, at the discretion of the Town, the contract may be awarded to the Bidder submitting that Bid.

BONDS

Bonds shall be executed on a form acceptable to the Town, as specified in the General Conditions, by a corporate bonding company licensed to do business in the State of Colorado and acceptable as Surety to the Town. The forms must be countersigned by the Colorado agent.

A "Power of Attorney" authorizing the attorney-in-fact to bind the Surety company and certified to include the date of the bond shall accompany the bond.



Phase 1 Bidding Resources

Advertisement Date: 05.26.2023

Bid Opening Date: 06.16.2023

The Performance Bond and Labor and Material Payment Bond must remain in full force and effect during the entire period of the guarantee.

The successful Bidder shall give a Performance Bond equal to the amount of the Contract Price. The Performance Bond shall guarantee: (a) the faithful performance and completion of the work in strict accordance with the terms of the Contract, and each and every covenant, condition and part thereof, according to the true intent and meaning of the Contract Documents, as defined in the Contract and (b) the repair or replacement where required, or the cost thereof, for a period of two years after the issuance of the Notice of Construction Acceptance or until all warranty work is completed, whichever occurs last, of all work performed under the Contract.

A separate Labor and Material Payment Bond equal to the amount of the Contract Price is required to ensure the payments of laborers, materialmen, suppliers, and subcontractors in connection with the work performed under the Contract and to satisfy the requirements of §38- 26-105 and 38-26-106, C.R.S., as amended.

The Town of Johnstown reserves the right to waive bond requirements if permitted by statute. In the event the Performance or Labor and Material Payment Bonds are waived, cost of the bonds shall be reflected as a deduction from the total Bid Price, when so indicated on the Bid Form. There will be a Unit Price deduction for the waiver indicated on the Bid Schedule, when necessary.

OPENING OF BIDS

Bids will be opened publicly and read aloud virtually at the time, date, and place set in the Invitation to Bid. Bids received after the time specified in the Invitation to Bid shall be returned unopened. Bid openings will be public and all Bidders are welcome to attend the virtual opening. Bidders or their authorized agents are invited to examine any Bid after opening.

EXAMINATION OF BIDS

All Bids submitted shall be made available for examination by interested parties within a reasonable time following the Bid Opening. **All information in the submitted Bid will be available for public scrutiny, unless the Bidder specifically requests confidential treatment of some or all of its commercial data.** Requests for confidentiality shall be in writing, and the portions of the commercial data for which confidentiality is requested shall be clearly identified.

Procurement information shall be a public record to the extent provided by Article 24.72, C.R.S., as amended, and shall be available to the public as provided in the statute.

The Final Bid Price and the means by which that price was determined are not commercial data and may not be included in any request for confidentiality.



Phase 1 Bidding Resources

Advertisement Date: 05.26.2023

Bid Opening Date: 06.16.2023

EVALUATION OF BIDS

Town Discretion: The Town reserves the right to cancel the Invitation to Bid; reject any Bid, in whole or in part; to adjust the quantity of Work to be done as mandated by budgetary requirements; and to waive informalities or irregularities in the Bids received; when it is in the Town's best interest to do so.

The Town of Johnstown reserves the right to accept the Bid which in the opinion of the Town will best suit the Town's purpose. This may not be the lowest bid received.

Contracts will be awarded only to responsible Bidders capable of performing the class of work contemplated. The Bidder shall furnish a complete statement of the Bidder's experience and of the amount of capital and equipment available for the proposed work on the Bidder's Qualification and Data form.

Irregular Bids: Bids may be rejected if they show any omission, alteration of form, additions not called for, conditional Alternate Bids, or irregularities of any kind which, in the opinion of the Town, tend to make the Bid indefinite or ambiguous. The Town will reject bid schedules with prices which are obviously unbalanced, in the Town's determination.

Collusion: Bids will be rejected if there is reason for believing that collusion exists among the Bidders. Participants in such collusion are subject to suspension and debarment.

Pre-Qualification of Bidders: For certain projects, the Town may require potential bidders to submit information regarding the bidders' qualifications in addition to the Bidder's Qualification and Data. The requirement for such information will be identified in the Invitation to Bid or elsewhere in the Bid Documents. Any information requested by or on file with the Town may be used to qualify or disqualify potential bidders.

Prior to the Award of Contract, the Town will notify the Bidder in writing if the Town, after due investigation, has reasonable objection to any person or organization on such list. If the Town, in its sole discretion, has a reasonable objection to any person or organization on such list, and refuses in writing to accept such person or organization, the Bidder shall submit an acceptable substitute Subcontractor, at no additional cost to the Town.

AWARD OF CONTRACT

Any or all Bids may be rejected or informalities in bids may be waived at the option of the Town.

The award of the Contract is contingent upon securing an acceptable Bid which will fall within the amount of funds available for construction of the project, or the acquisition of contracted services. The final award is also contingent upon Town Council approval of the recommended bidder.

A Bid may be rejected if, in the judgment of the Town, the Bidder does not comply with or meet the criteria defined in one or more of the following factors:



Phase 1 Bidding Resources

Advertisement Date: 05.26.2023

Bid Opening Date: 06.16.2023

1. The ability, capacity and skill of the Bidder to perform the Contract or provide the services required.
2. The ability of the Bidder to perform the Contract or provide the service promptly or within the time specified, without delay or interference.
3. The character, integrity, reputation, judgment, experience and efficiency of the Bidder, to be determined at the sole and absolute discretion of the Town.
4. The quality of performance on previous Town contracts or services. Failure on the part of any Bidder to carry out a previous contract satisfactorily shall be deemed sufficient cause for disqualification. Provided references will be contacted.
5. The experience of the Bidder and the availability of equipment necessary to complete the current project. Sufficient cause for disqualification of the Bidder will exist if, in the Town's opinion, the Bidder does not have adequate experience or equipment to properly perform the Work under the Contract.
6. The sufficiency of the financial resources and ability of the Bidder to perform the Contract or provide the service.
7. The quality, availability, and adaptability of the supplies or contractual services to the particular use required.
8. The ability of the Bidder to provide future maintenance and service for the use of the subject of the contract.
9. Debarment or suspension pursuant to a prior Town determination.

NOTE: There will be a local preference given to firms located within the Town of Johnstown.

ACCEPTANCY OF BIDS AND ITS EFFECT

The Town will act upon the Bids with reasonable promptness after the opening of the Bids. The acceptance of a Bid will be a written Notice of Award signed by the duly authorized representative of the Town. No other act of the Town shall be necessary to constitute acceptance of a Bid. The acceptance of a Bid binds the successful Bidder to execute the required Construction Contract and take all action necessary to fulfill the Contract.

REQUIREMENTS FOLLOWING NOTICE OF AWARD

The successful Bidder shall, within ten calendar days of receiving the Notice of Award, or by such time as modified by the Special Conditions, execute the Construction Contract and furnish the Performance Bond and the Material and Labor Payment Bond. Acceptance of the Contract shall be subject to approval by the Town.

Unless previously requested or waived by the Project Manager, the successful Bidder shall also submit the following information to the Town's Project Manager within ten calendar days of receiving the Notice of Award:

1. A designation of the work to be performed by the Bidder with the Bidder's own forces.
2. The proprietary names and the suppliers of principal items or systems of material and equipment proposed for the work.
3. A proposed schedule of construction and estimated monthly payments.
4. The Bidder will be required to establish to the satisfaction of the Town, the reliability and responsibility of the proposed Subcontractors to furnish and perform the Work described in the Sections of the Specifications pertaining to such proposed Subcontractor's respective trade.
5. Certificate(s) of Insurance naming the Town of Johnstown as an additional insured for all policies required in the General and Special Conditions, and with proof of Workers' Compensation coverage.



Phase 1 Bidding Resources

Advertisement Date: 05.26.2023

Bid Opening Date: 06.16.2023

DAMAGES FOR FAILURE TO EXECUTE

Any Bidder whose Bid is accepted will be required to execute the Contract and furnish the Performance Bond and Material and Labor Payment Bond within ten days after written notice that the Contract has been awarded to the Bidder, or by such time as modified by Special Conditions. Failure to do so shall constitute a breach of the Contract effected by the acceptance of the Bid.

The damages to the Town for such breach will include loss from interference with the construction program and other items, the monetary values of which will be difficult or impossible to quantify. Where required, the amount of the Bid Guarantee accompanying the Bid shall be retained by the Town as reasonable liquidated damages and not as a penalty for such breach.

The Town is authorized, the same as if the Bid Guarantee or Bid contained an expressed stipulation to that effect, to cause such work to be done, or complete the work in-house, or contract with some other Contractor to do so, and/or compute the difference between actual cost to the Town of such improvements and the sum which it would cost if the defaulting Bidder complied with the Bid.

RIGHT TO INSPECT

The Town may, at reasonable times, inspect the part of the plant, place of business or worksite of the Bidder or the Bidder's subcontractors at any tier which is pertinent to the performance of the award of the Contract.

BID PROCESS SUBJECT TO PURCHASING CODE

Bidding shall be conducted subject to state statutes and the Town of Johnstown Municipal Code and ordinances.

LAWS TO BE OBEYED

Bidders shall familiarize themselves with the provisions of the laws of the State of Colorado and the Federal Government, and with all local laws and all regulations made which are pertinent to the proposed work and shall comply with the same.

EQUAL OPPORTUNITY

The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, gender identity, sexual orientation, or national origin, or other reason prohibited by applicable federal, state or local law, ordinance or regulation. The Contractor shall abide by all federal laws in effect during the Contract period which govern Equal Opportunity Employment.

LOCAL LABOR AND MATERIALS

Preference shall be given to employment of Colorado labor pursuant to §8-17-101 and 102, C.R.S., as amended.

Pursuant to statutory authority, preference shall be given to materials, supplies, and provisions produced, manufactured, or grown in Colorado, quality being equal to articles offered by competitor outside the state (§8-18-101 through 103, C.R.S., as amended).



Downtown Johnstown Wayfinding Item #7.

Phase 1 Bidding Resources

Advertisement Date: 05.26.2023

Bid Opening Date: 06.16.2023

TIME OF COMPLETION

TIME IS OF THE ESSENCE and the Bidder agrees to complete the project within the stated time, as defined in the Construction Contract. The Bidder also agrees to comply with all completion dates specified in the Bidding and Contract Documents.



Phase 1 Bidding Resources

Advertisement Date: 05.26.2023

Bid Opening Date: 06.16.2023

BIDDER'S QUALIFICATIONS AND DATA

The signatory of this Statement guarantees the truth and accuracy of all statements and of answers to all questions herein. All questions must be answered clearly and comprehensively. If necessary, separate sheets may be attached. The Bidder may submit additional information. Failure to complete and return this Statement may render a bid non-responsive.

Name of Bidding Firm: _____
Main Office Address: _____
Phone: _____
Fax #: _____

The Bidder is organized as a (corporation/partnership/other): _____
In the state of: _____
Bidder's federal tax identification number (TIN): _____

General character of work performed by your organization and brief history of operations:

Does your firm have an officer, director, or agent or is also an officer or employee of the Town of Johnstown?
YES NO

Are there any Town of Johnstown agents of employees who own, directly or indirectly an interest in the bidder's firm or any of its branches?
YES NO

Bonding Limit: \$ _____
Bonding Company: _____
Phone #: _____
Address: _____

The Town has a right to request financial statement(s) and other relevant information. Are you willing to submit such information at the Town's request?
YES NO

Submitted By: _____
Date: _____



Phase 1 Bidding Resources

Advertisement Date: 05.26.2023

Bid Opening Date: 06.16.2023

(Person Submitting Bid)

QUALIFICATIONS

How many years have you been in business under your present firm or trade name? _____

Under other names? _____

Have you or your organization, or any office or partner thereof, failed to complete a contract?

YES NO

Within the last five years, has your organization been assessed liquidated damages for failing to complete a contract within the time specified?

YES NO

Has your organization been assessed any penalties for non-compliance violations of the Federal or State Labor laws and/or regulations within the last five years?

YES NO

Does your organization have any outstanding judgments, demands, or liens resulting from violating State Labor laws, Colorado Revised Statutes, Civil or Criminal decisions?

YES NO

Have there been any suits, liens, or surety claims against you or your organization over the past five years for non-payment of sums due subcontractors or suppliers for work completed?

YES NO

Has your organization been cited for violations of OSHA standards and requirements within the past five years?

YES NO

Is either the Bidder or its principals presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in this transaction by any department or agency?

YES NO

Have you ever been debarred or suspended by a government from consideration for the award of contracts?

YES NO

Please explain all questions answered "yes" in the section above on a separate sheet of paper. Include where and why, if applicable. Note that your answers do not necessarily disqualify your bid. For example, it is not uncommon for contractors of large projects to be charged liquidated damages in certain cases.



Phase 1 Bidding Resources

Advertisement Date: 05.26.2023

Bid Opening Date: 06.16.2023

FIRM BACKGROUND AND EXPERIENCE

Total number of employees: _____

Total number of licensed professionals: _____

Proposed Superintendent: _____

Title: _____

Relevant degrees and/or certifications: _____

Principals

List directors, officers, owners, managerial employees, or partners, and identify the ownership interest of each:

Experience

List the experience of the principal members of your organization. If preferred, resumes may be submitted in lieu of form entry

Name: _____

Title: _____

Background/Years of Experience: _____

Relevant degrees and/or certifications: _____

Name: _____

Title: _____

Background/Years of Experience: _____

Relevant degrees and/or certifications: _____

Name: _____

Title: _____

Background/Years of Experience: _____

Relevant degrees and/or certifications: _____



Phase 1 Bidding Resources

Advertisement Date: 05.26.2023

Bid Opening Date: 06.16.2023

Similar Projects

List three projects of similar scope and budget to this project that your organization has performed work on:

Project Name: _____
 Cost: _____
 Location: _____
 Reference Name: _____
 Phone: _____

Project Name: _____
 Cost: _____
 Location: _____
 Reference Name: _____
 Phone: _____

Project Name: _____
 Cost: _____
 Location: _____
 Reference Name: _____
 Phone: _____

Contract(s) on Hand

List projects your organization is undertaking that will be concurrent with the Town's bid schedule. Include the anticipated completion date.

Project Name: _____
 Schedule: _____
 Cost: _____
 Location: _____
 Subcontractor or Prime: _____
 Completion Date: _____

Project Name: _____
 Schedule: _____
 Cost: _____
 Location: _____
 Subcontractor or Prime: _____
 Completion Date: _____



Phase 1 Bidding Resources

Advertisement Date: 05.26.2023

Bid Opening Date: 06.16.2023

SUBCONTRACTORS AND RELATED DATA

For each Subcontractor to be utilized, please provide the following information (use additional sheets as necessary). Please indicate what percentage of the Work to be assigned.

Firm Name: _____

Town Business License #: _____

Address: _____

Proposed work and percentage of total work to be assigned: _____

Percentage (%): _____

Firm Name: _____

Town Business License #: _____

Address: _____

Proposed work and percentage of total work to be assigned: _____

Percentage (%): _____

Firm Name: _____

Town Business License #: _____

Address: _____

Proposed work and percentage of total work to be assigned: _____

Percentage (%): _____

Firm Name: _____

Town Business License #: _____

Address: _____

Proposed work and percentage of total work to be assigned: _____

Percentage (%): _____

Firm Name: _____

Town Business License #: _____

Address: _____

Proposed work and percentage of total work to be assigned: _____

Percentage (%): _____



Phase 1 Bidding Resources

Advertisement Date: 05.26.2023

Bid Opening Date: 06.16.2023

BID PROPOSAL

PROJECT: Johnstown Signage & Wayfinding Master Plan - Phase 1

In compliance with the Invitation to Bid, and subject to all conditions thereof, the undersigned: [Select one]

[Enter name if corporation] _____

a corporation incorporated in the State of _____

OR

a partnership or limited partnership, registered in the State of _____

whose general partner(s) is/are: _____

[Enter name(s) of partner(s) if partnership] _____

OR

a sole proprietor, whose trade name is _____

[Enter if sole proprietor] _____

based in the Town/City of _____

State of _____

offers this Bid Proposal for the construction of all items listed at the prices shown on the following bid schedule.

(The attached bid schedule lists the various divisions of construction contemplated in the Plans and Specifications, together with an estimate of the units of each. With these units as the basis, extend each item, using the cost inserted in the unit column. Any total cost found inconsistent with the unit cost when the Bids are examined will be deemed in error and corrected to agree with the unit cost. Alternate Bids are optional).

The undersigned Bidder declares and stipulates that this Bid is made in good faith, without collusion or connection with any other person or persons bidding for the same Work, and that it is made subject to all the terms and conditions of the Invitation to Bid, Instructions for Bidders, Construction Contract, General Conditions, Special Conditions, the Technical Specifications, and the Plans pertaining to the Work to be done, all of which have examined by the undersigned.

Accompanying this Bid is a Bid Guarantee for 5% of the total Bid amount according to the Invitation to Bid and Instructions for Bidders.



Phase 1 Bidding Resources

Advertisement Date: 05.26.2023

Bid Opening Date: 06.16.2023

The undersigned Bidder agrees to execute the Construction Contract, a Performance Bond and a Labor and Material Payment Bond within ten calendar days from the date when the written Notice of Award is delivered at the address given on this Bid Proposal. The Performance Bond and Labor and Material Payment Bond shall each be for the amount of the total of this Bid. The name and address of the corporate surety through which the Bidder proposes to furnish the specified Bonds is as follows:
[Enter name and address of surety] _____

The submission of the Bid constitutes an agreement, and it shall not be withdrawn after the Bid Opening for a period of thirty days.

All the various phases of work enumerated in the Contract with individual jobs and overhead, whether specifically mentioned or not, are included by implication or appurtenance in the Contract. The Contractor shall perform all the various phases of work under one of the items listed in the bid schedule, irrespective of whether it is named in the schedule.

Payment for the Work performed will be according to the bid schedule, subject to changes as provided in the Contract.

The undersigned Bidder hereby acknowledges receipt of addenda numbers ____ through ____ **[Enter addenda numbers]**
Initials _____

The undersigned, being familiar with the existing conditions on the project area affecting the cost of the Work, the Bidding Documents and the Contract Documents, and having verified the quantities and the availability of materials and labor, hereby proposes to furnish all supervision, labor, materials, machinery, tools, appurtenances, equipment, supplies, and services, including utility and transportation service required to construct and complete the Project listed above, according to the Contract, within the time specified, and at the prices stated below. These prices are to cover all expenses incurred in performing the Work required under the Contract of which this Bid is a part.

(The approximate quantities of Work to be completed in-place under the Contract are identified in the bid schedule and are for the purpose of comparing Bids. These quantities have been Town of Johnstown Signage & Wayfinding Master Plan - Phase 1 estimated and the quantities used are for the general information of the Bidder, representing the major items of the Work to be done. Minor details are not listed but shall be part of the complete Contract).

The undersigned agrees to hold firm the Bid for thirty days for the purpose of the Town reviewing the Bids and investigating the qualifications of the Bidders prior to award of Contract. Extensions of time may be made if mutually agreed upon.

The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by the Town of Johnstown in verification of the recitals in this statement.



Phase 1 Bidding Resources

Advertisement Date: 05.26.2023

Bid Opening Date: 06.16.2023

This proposal is submitted by:

[Enter Bidder name] _____

By: _____

Title: _____

Date: _____

STATE OF)

) ss:

COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____, 2023, by _____, as _____ of _____. (If by natural person or persons, insert name or names; if by person acting in representative or official capacity or as attorney-in-fact, insert name of person as an executor, attorney-in-fact, or other capacity or description; if by officer of corporation, insert name of such officer or officers as the President or other officers of such corporation, naming it.)

Witness my hand and official seal.

My Commission _____

Notary Public



Phase 1 Bidding Resources

Advertisement Date: 05.26.2023

Bid Opening Date: 06.16.2023

BID SCHEDULE

PROJECT NUMBER	TBD	PROJECT NAME	Johnstown Wayfinding Signage Master Plan - Phase 1 Installation Project
Bid Advertisement Date	May 26, 2023	Bid Opening Date	Friday, June 16, 2023

Task #	Pay Item #	Description	Quantity	Unit	Unit Value in \$	Total Value in \$
Task A: Signage Fabrication						
A.1	01	Town and Consultant Coordination	1	LS	\$	\$
A.2	02	Prepare Sign Manufacturing Report Specifications (Electric and Non-Electric Signs)	1	LS	\$	\$
A.3	03	Prepare Sign Shop Drawings	1	LS	\$	\$
A.4	04	Prepare Final Record Documents – Per Quality Control Plan	1	LS	\$	\$
A.5	05	Prepare Sign Costs	1	LS	\$	\$
A.6	06	Prepare Warranty Plan for Town	1	LS	\$	\$
A.7	08	Signage Fabrication, Complete, Columnar Gateway (G1)	1	EA	\$	\$
A.8	09	Signage Fabrication, Complete, Curved Corner Gateway (G2)	1	EA	\$	\$
A.9	10	Signage Fabrication, Complete, Sculptural "J" Gateway (G2)	1	EA	\$	\$
A.10	11	Signage Fabrication, Complete, Pedestrian Kiosk (P2)	1	EA	\$	\$



Phase 1 Bidding Resources

Advertisement Date: 05.26.2023

Bid Opening Date: 06.16.2023

BID SCHEDULE (continued)

PROJECT NUMBER	TBD	PROJECT NAME	Johnstown Wayfinding Signage Master Plan - Phase 1 Installation Project
Bid Advertisement Date	May 26, 2023	Bid Opening Date	Friday, June 16, 2023

Task #	Pay Item #	Description	Quantity	Unit	Unit Value in \$	Total Value in \$
Task B: Signage Installation						
B.1	12	Town and Consultant Coordination	1	LS	\$	\$
B.2	13	Site Visit (Confirm Sign Locations, Utilities, Other Installation Site Factors)	1	LS	\$	\$
B.3	14	Prepare Construction Plan Documents	1	LS	\$	\$
B.4	15	Obtain Necessary Permits and Certifications (In Conjunction with Town Staff)	1	LS	\$	\$
B.5	16	Prepare a "Construction Safety and Phasing Plan" (CSPP) – Including Traffic Control	1	LS	\$	\$
B.6	17	Coordinate with Utility, Agency and Service Providers	1	LS	\$	\$
B.7	18	Removal/Demolition Existing Signs	1	LS	\$	\$
B.8	19	Survey and Stake Sign Installation Locations	1	LS	\$	\$
B.9	20	Coordinate/Contract with Local-Area Contract Suppliers (Materials and Services)	1	LS	\$	\$
B.10	21	Signage Support Footings & Electrical Connections	1	LS	\$	\$
B.11	22	Signage Installation, Complete, Columar Gateway (G1)	1	EA	\$	\$



Phase 1 Bidding Resources

Advertisement Date: 05.26.2023

Bid Opening Date: 06.16.2023

BID SCHEDULE (continued)

PROJECT NUMBER	TBD	PROJECT NAME	Johnstown Wayfinding Signage Master Plan - Phase 1 Installation Project
Bid Advertisement Date	May 26, 2023	Bid Opening Date	Friday, June 16, 2023

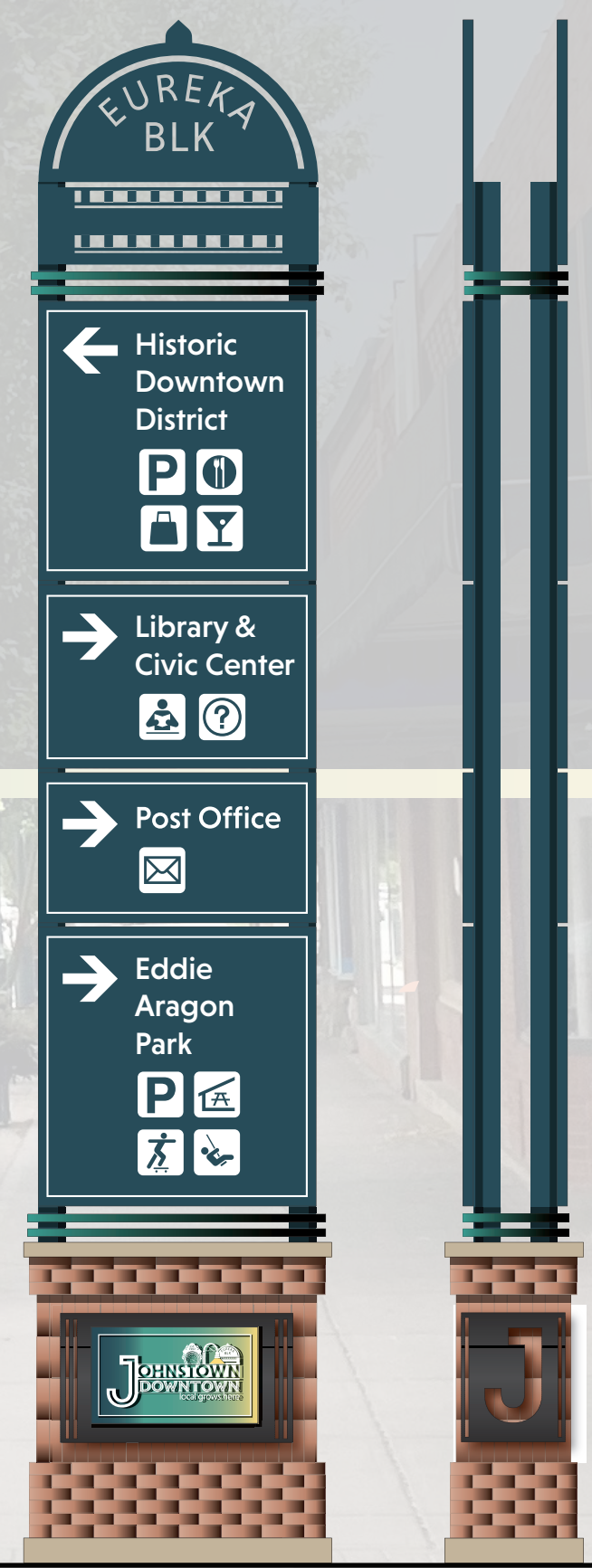
Task #	Pay Item #	Description	Quantity	Unit	Unit Value in \$	Total Value in \$
Task B: Signage Installation (continued)						
B.12	23	Signage Installation, Complete, Curved Corner Gateway (G2)	1	EA	\$	\$
B.13	24	Signage Fabrication, Complete, Sculptural "J" Gateway (G2)	1	EA	\$	\$
B.14	25	Signage Fabrication, Complete, Pedestrian Kiosk (P2)	1	EA	\$	\$
B.15	26	Conduct Project Inspections, Punchlist Items, and Project Closeout	1	LS	\$	\$
B.16	27	Prepare Sign Repair/ Maintenance Plan for Town	1	LS	\$	\$

TOTAL BID: \$

DOWNTOWN JOHNSTOWN

Wayfinding Plan Phase 1

May 2023



Downtown Johnstown Signage & Wayfinding Master Plan Phase 1

TABLE OF CONTENTS

Purpose of the Signage & Wayfinding Master Plan

Project Context & Background

- 01 Phase 1 Signage & Wayfinding Quantity/Type Overview
- 02 Messaging & Location Plan

Signage Designs

- 03 Phase 1 Signage Designs
- 04 Construction Specifications

Exhibits

- 05 Color, Typography & Artwork

Purpose & Goals of the Signage & Wayfinding Plan Master Plan

- Help direct residents and visitors to destinations within Downtown Johnstown
- Identify the style, quantity and type of signage needed in Downtown Johnstown
- Outline the costs and resources needed to implement the new branding, signage & wayfinding designs

01

Phase 1 Signage & Wayfinding Quantity/Type Overview

DOWNTOWN JOHNSTOWN SIGNAGE QUANTITIES BY SIGN TYPE - PHASE 1

SIGN TYPE	SIGNAGE FUNCTION	INSTALLATION SURFACE: Soft Surface (grass, dirt)/Hard Surface (concrete, paver) Installation	INSTALLATION TYPE: Freestanding/ Mounted to Existing Structure	Electrified (YES/NO)	Quantity
TOTAL PHASE 1 Signage					
Columnar Gateway - G1 ●	To announce arrival in the historic Downtown Johnstown district along Highway 60 and Parish Ave.	Soft	Freestanding	YES	1
Cruved Corner Gateway - G2 ●	To announce arrival in the historic Downtown Johnstown district along Parish Ave & improve plaza	Hard (requires removals)	(could potentially use existing wall foundations)	YES	1
Sculptural "J" Gateway - G2 ●	To announce arrival in the historic Downtown Johnstown district along Parish Ave & improve plaza	Hard	Freestanding	YES	1
Pedestrian Kiosk - P2 ●	To provide pedestrian directional information & general information about Downtown Johnstown	Hard	Freestanding	YES	1
TOTALS for all PHASE 1 signage					4

02

Messaging & Location Plan

MESSAGING PLAN - DOWNTOWN JOHNSTOWN DESTINATIONS & AMENITIES

Destinations form the backbone of a community signage & wayfinding system. Creating a list of special places and amenities tells a story about community character and values, and helps to attract visitors to unique and memorable places. During the signage & wayfinding plan outreach events, stakeholder participants were asked about the destinations within/around Downtown Johnstown that should be referenced with the new signage. The maps and the listed categories on the outreach materials were used to help encourage stakeholders to share what they would like the new signage to highlight and direct visitors to (using sticky notes and dots to locate and name destinations & amenities). The following are the top destinations residents and visitors would like the new signage & wayfinding to highlight:

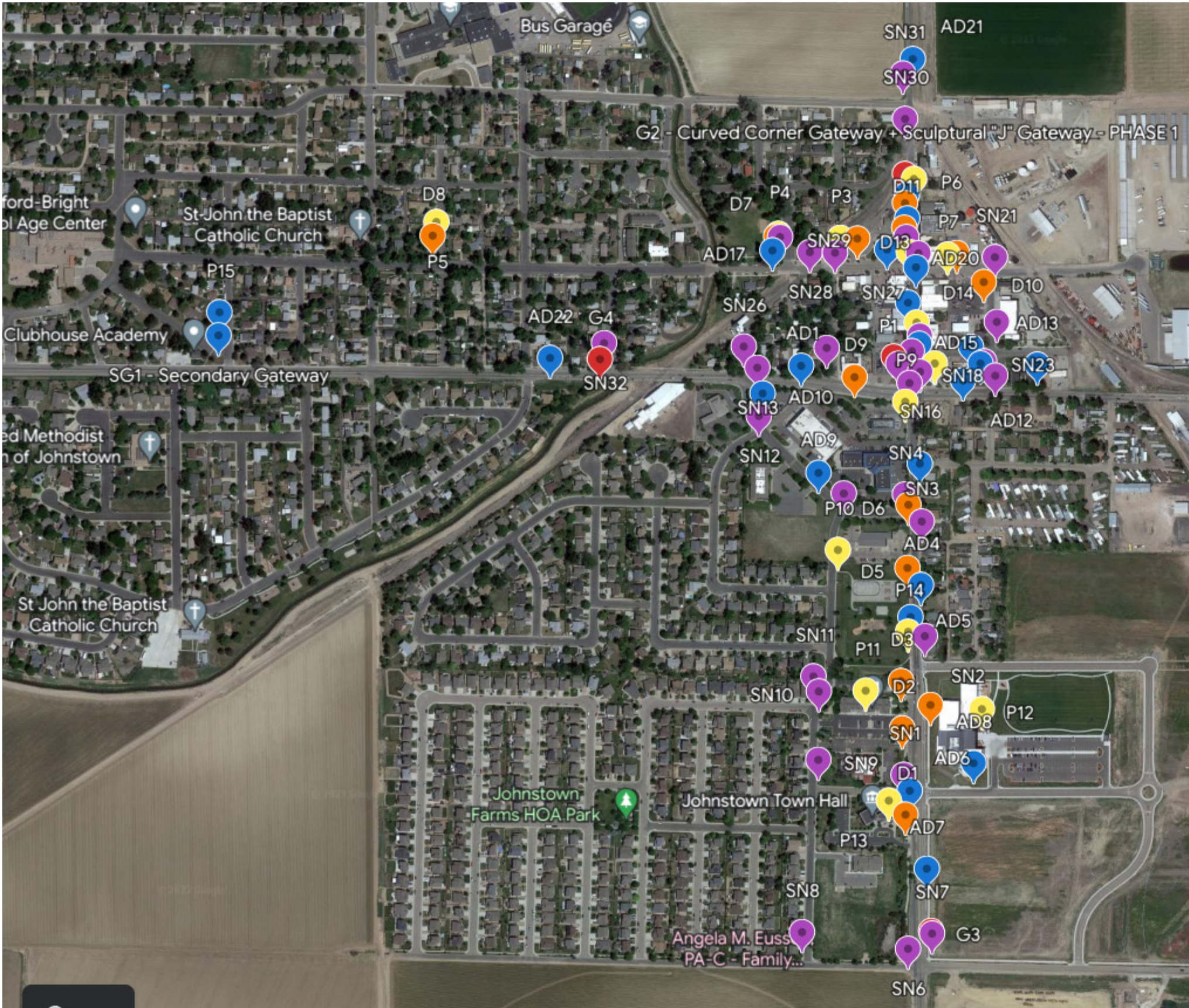
Phase 1 Signage Destinations

- Public Parking
- Town Hall
- Public Library
- Parish Park
- Parish House & Museum
- YMCA
- Post Office
- Eddie Aragon Park
- Historic Downtown



Helping point residents and visitors to community destinations like Parish Park will help highlight important community amenities in and around Downtown Johnstown





PHASE 1 SIGNAGE LOCATION & MESSAGING PLAN



Google Earth Messaging Plan Link:

<https://earth.google.com/earth/d/1mzU4M7ViiedjZ6MODnMMIsZH-NxSIRuH?usp=sharing>

Phase 1 Signage

- G1 Columnar Gateway (RED) 
- G2 Curved Corner Gateway (RED) 
- G2 Sculptural "J" Gateway (RED) 
- P2 Pedestrian Kiosk (YELLOW) 

03

Phase 1 Signage & Wayfinding Designs

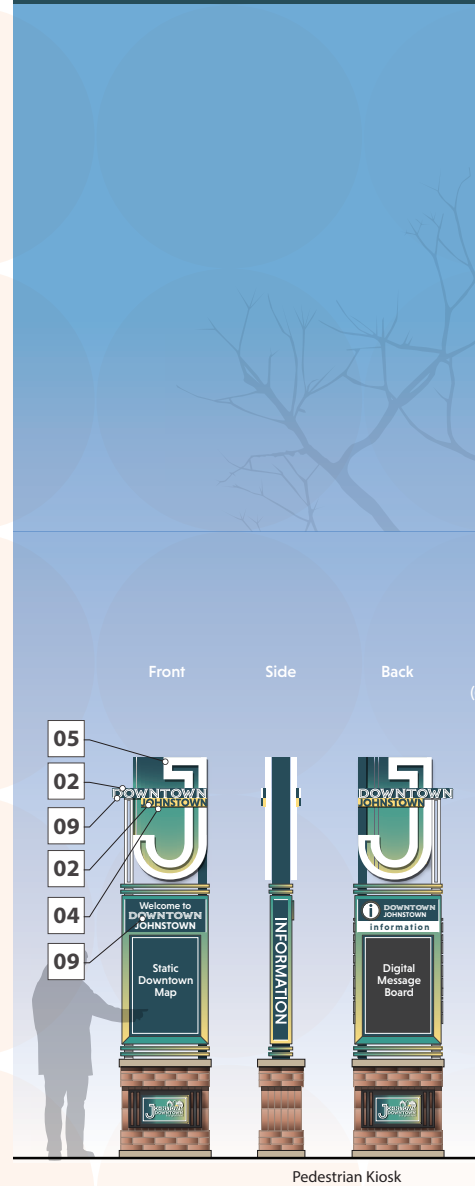
SIGNAGE & WAYFINDING DESIGN OVERVIEW

The final signage and wayfinding designs include a **total of 4 unique sign types** that create a sense of arrival into Downtown Johnstown, and start to create a cohesive and easy-to-follow wayfinding system for the historic downtown area.

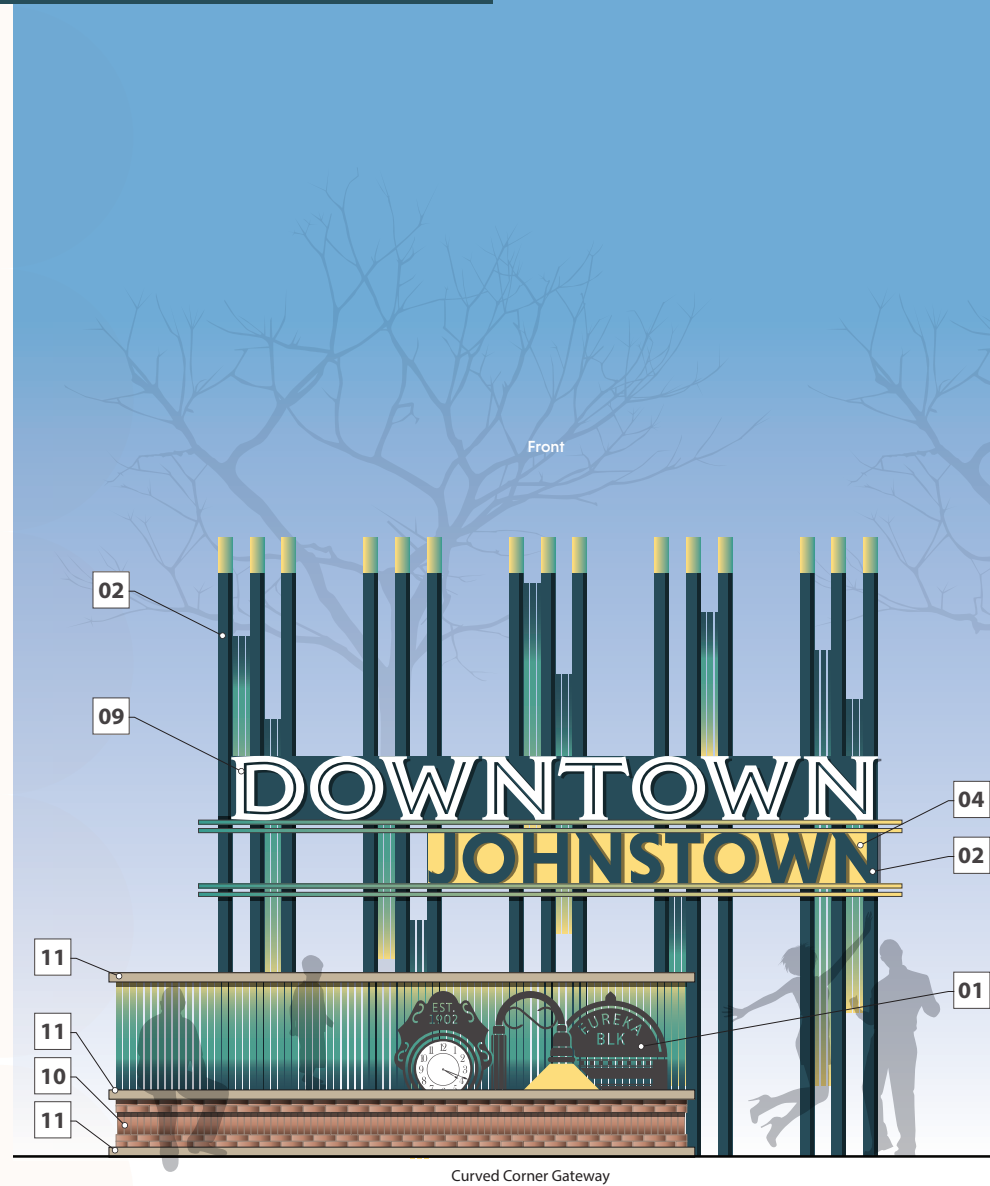
The overall design is grounded in the new Downtown Johnstown brand, which incorporates several iconic downtown elements, including a historic building architectural feature, a representation of the unique downtown light fixture, and a historic themed clock that marks the time when the notable meteor landed in the Johnstown community.

For each sign type, a variety of informational panels are designed to help direct drivers, pedestrians, and bicyclists to various downtown destinations and experiences. To reduce costs and increase durability, written information is direct printed where possible, with auto directional information having reflective text that will be illuminated by auto headlights at night.

Phase 1 Signage & Wayfinding (4 sign types):



Pedestrian Kiosk

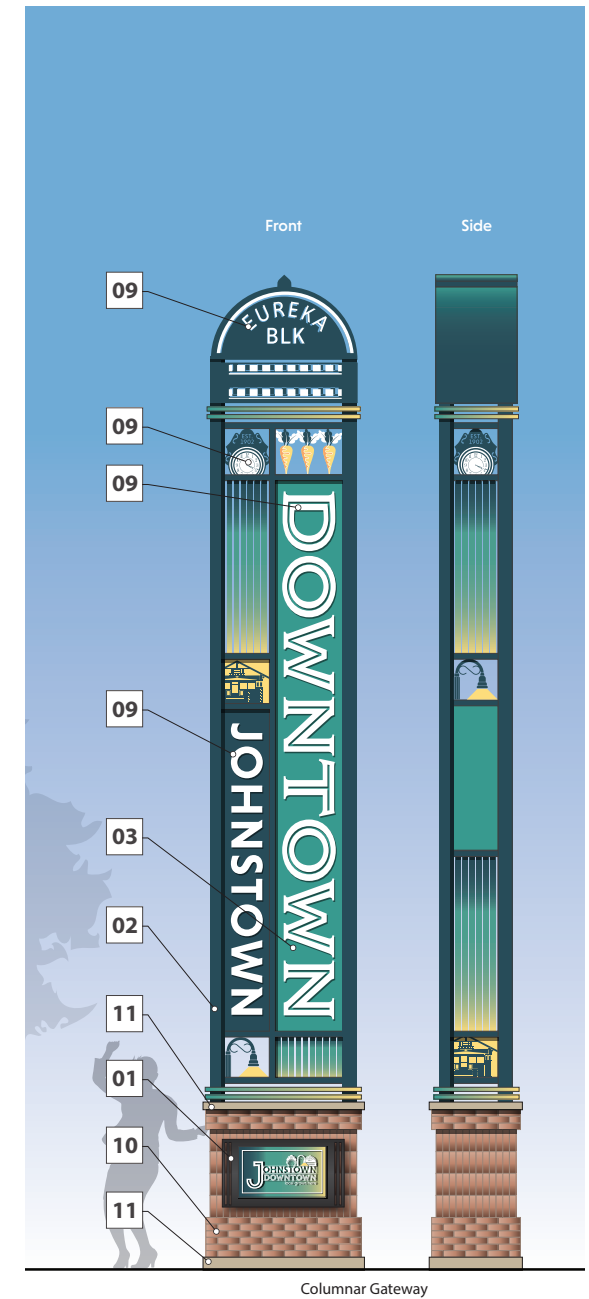


Curved Corner Gateway



Sculptural "J" Gateway

Sculptural "J" Gateway (3D southeast)



Columnar Gateway

COMPLETE SIGNAGE FAMILY - DAY



Linear Gateway

Columnar Gateway

COMPLETE SIGNAGE FAMILY - DAY



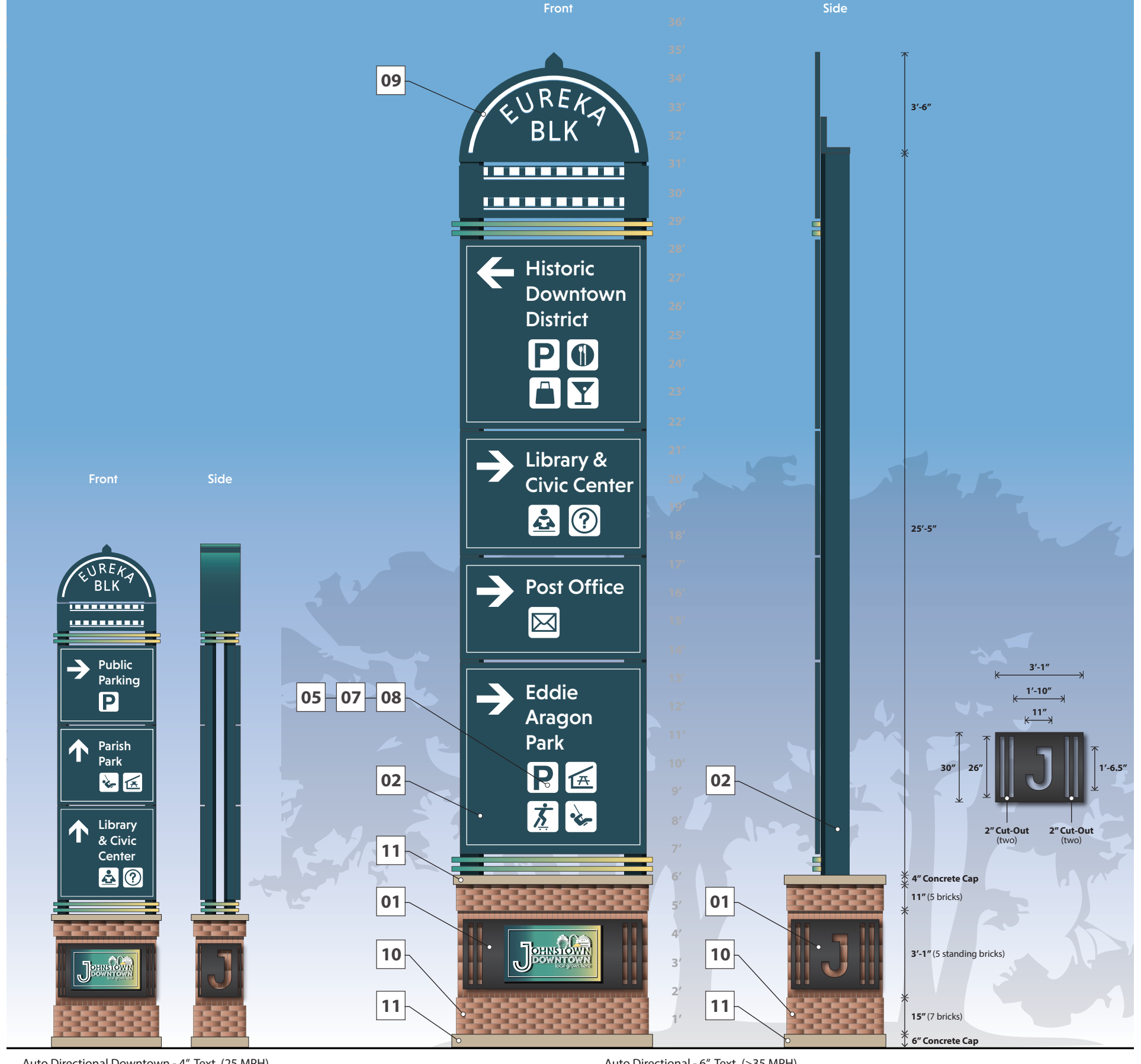
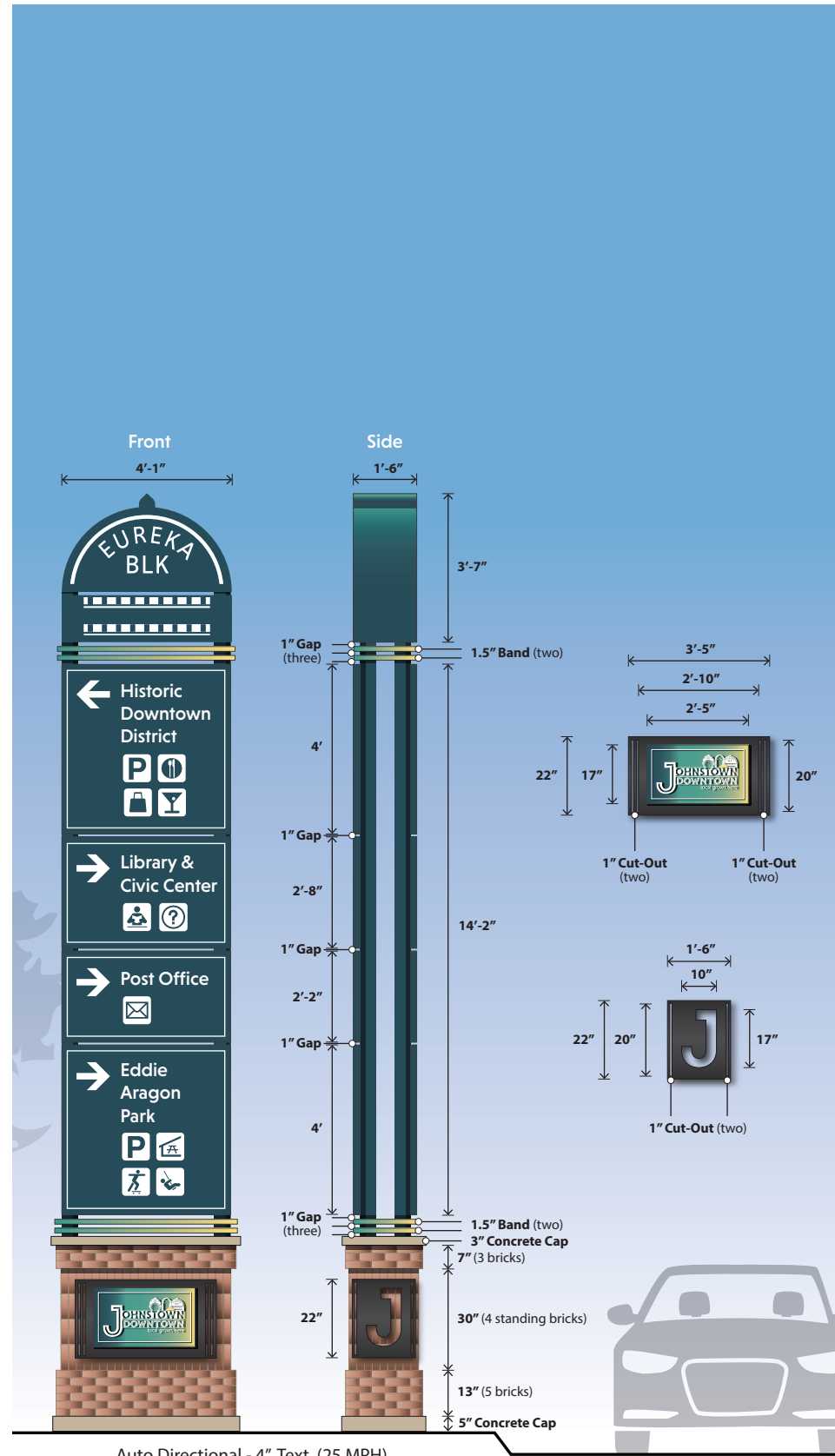
Curved Corner Gateway

Sculptural "J" Gateway

Sculptural "J" Gateway (3D southeast)

Sculptural "J" Gateway (3D southwest)

COMPLETE SIGNAGE FAMILY - DAY



COMPLETE SIGNAGE FAMILY - DAY



Building-Mounted Interpretive Signs

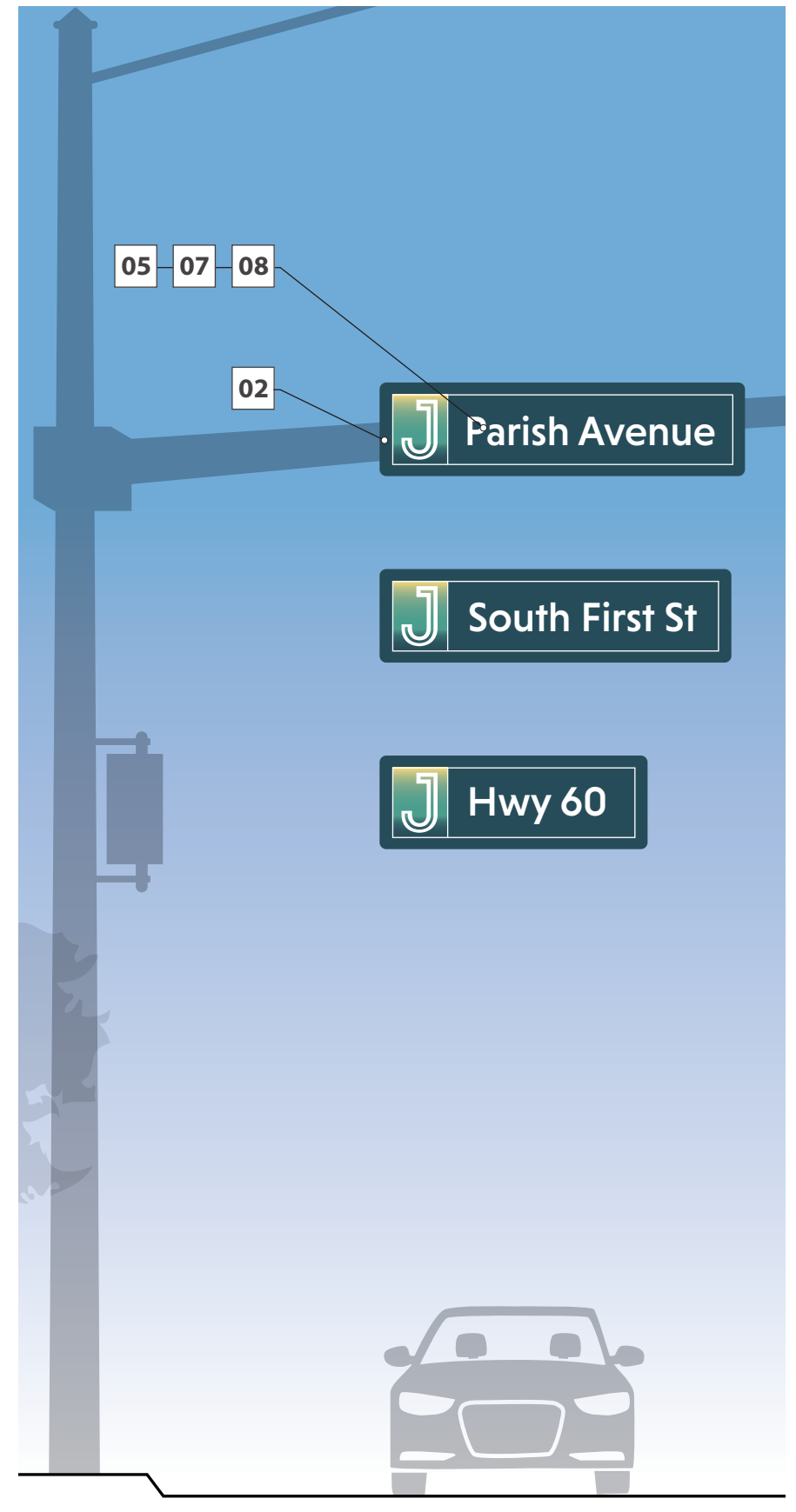
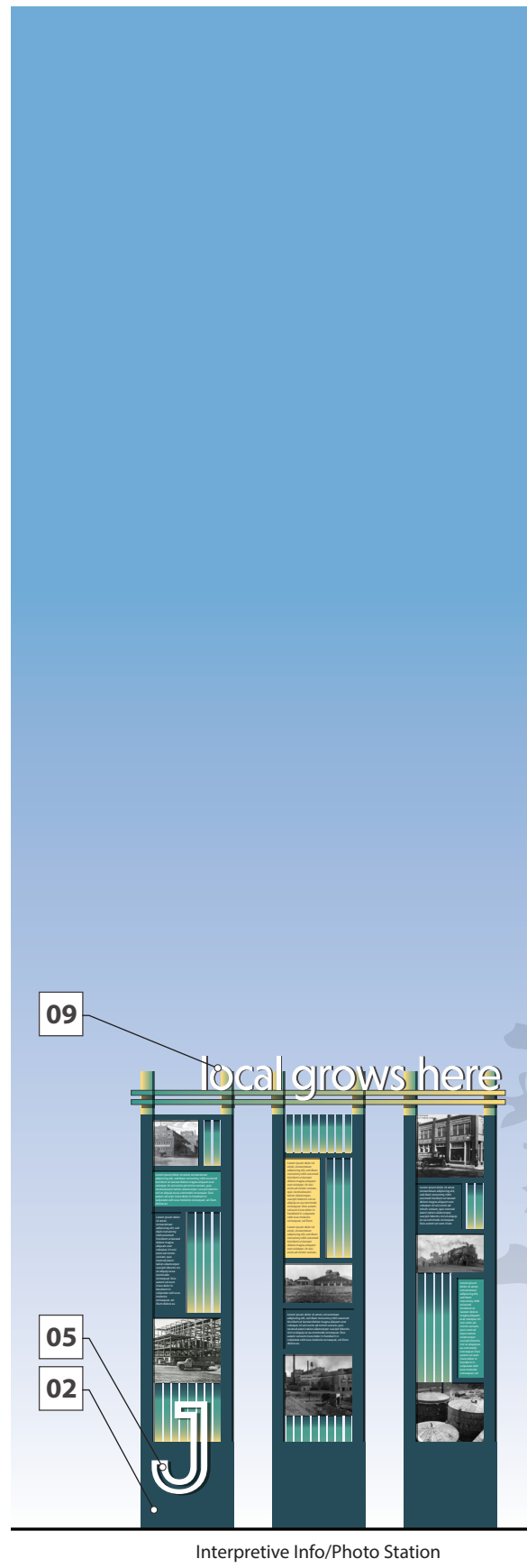
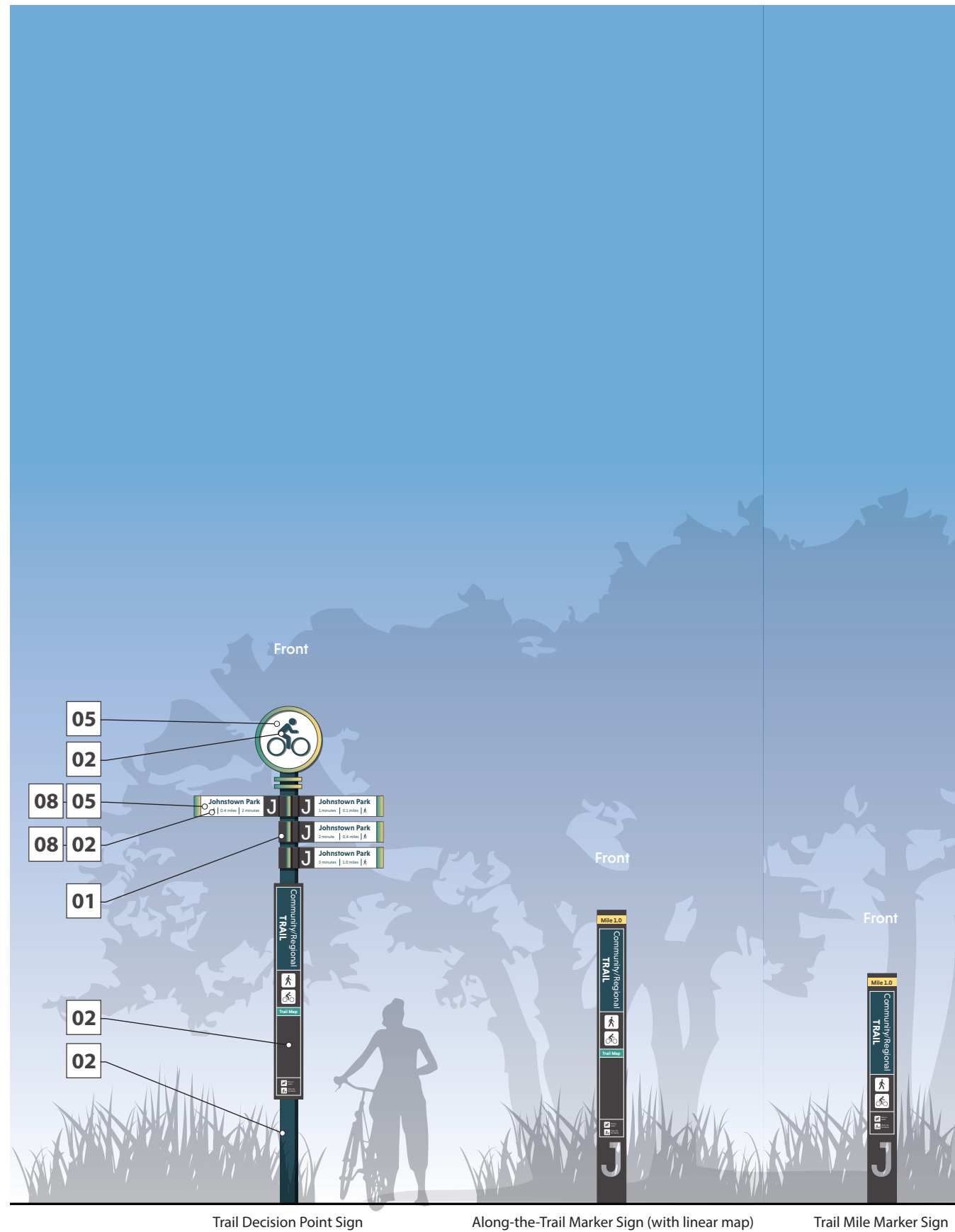
Destination Signage

Pedestrian Directional

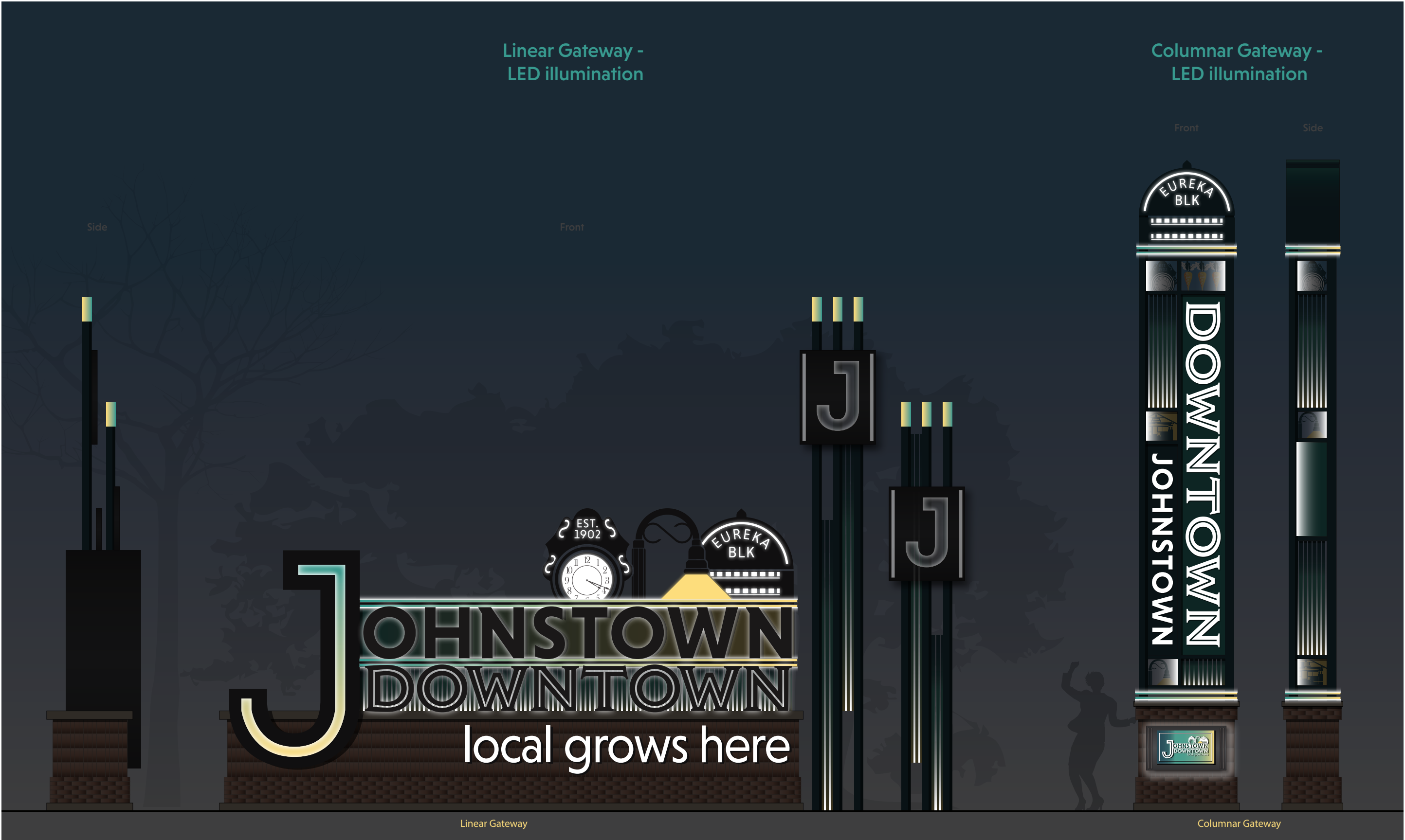
Pedestrian Kiosk

Public Parking (25 MPH)

COMPLETE SIGNAGE FAMILY - DAY



COMPLETE SIGNAGE FAMILY - NIGHT



Linear Gateway

Columnar Gateway

COMPLETE SIGNAGE FAMILY - NIGHT

Curved Corner Gateway -
LED illumination

Sculptural "J" Gateway
LED illumination

Front

Front

Oblique View Southeast

Oblique View Southwest



Curved Corner Gateway

Sculptural "J" Gateway

Sculptural "J" Gateway (3D southeast)

Sculptural "J" Gateway (3D southwest)

COMPLETE SIGNAGE FAMILY - NIGHT

Auto Directional Signs - LED illumination & retroreflective lettering & messaging



COMPLETE SIGNAGE FAMILY - NIGHT



Street Name Signs - Retroreflective only



1

The Johnstown
METEORITE

>Lorem ipsum dolor sit amet, consectetur adipiscing elit, sed diam nonummy nibh euismod tincidunt ut laoreet dolore magna aliquam erat volutpat. Ut wisi enim ad minim veniam, quis nostrud exerci tation ullamcorper suscipit lobortis nisl ut aliquip ex ea commodo consequat. Duis autem vel eum irure dolor in hendrerit in vulputate velit esse molestie consequat, vel illum dolore eu

Destination Signs - LED illumination & retroreflective lettering & messaging



Destination Signage

Pedestrian Directional - LED illumination & retroreflective lettering & messaging



Pedestrian Directional

Pedestrian Kiosk - LED illumination & retroreflective lettering & messaging



Pedestrian Kiosk

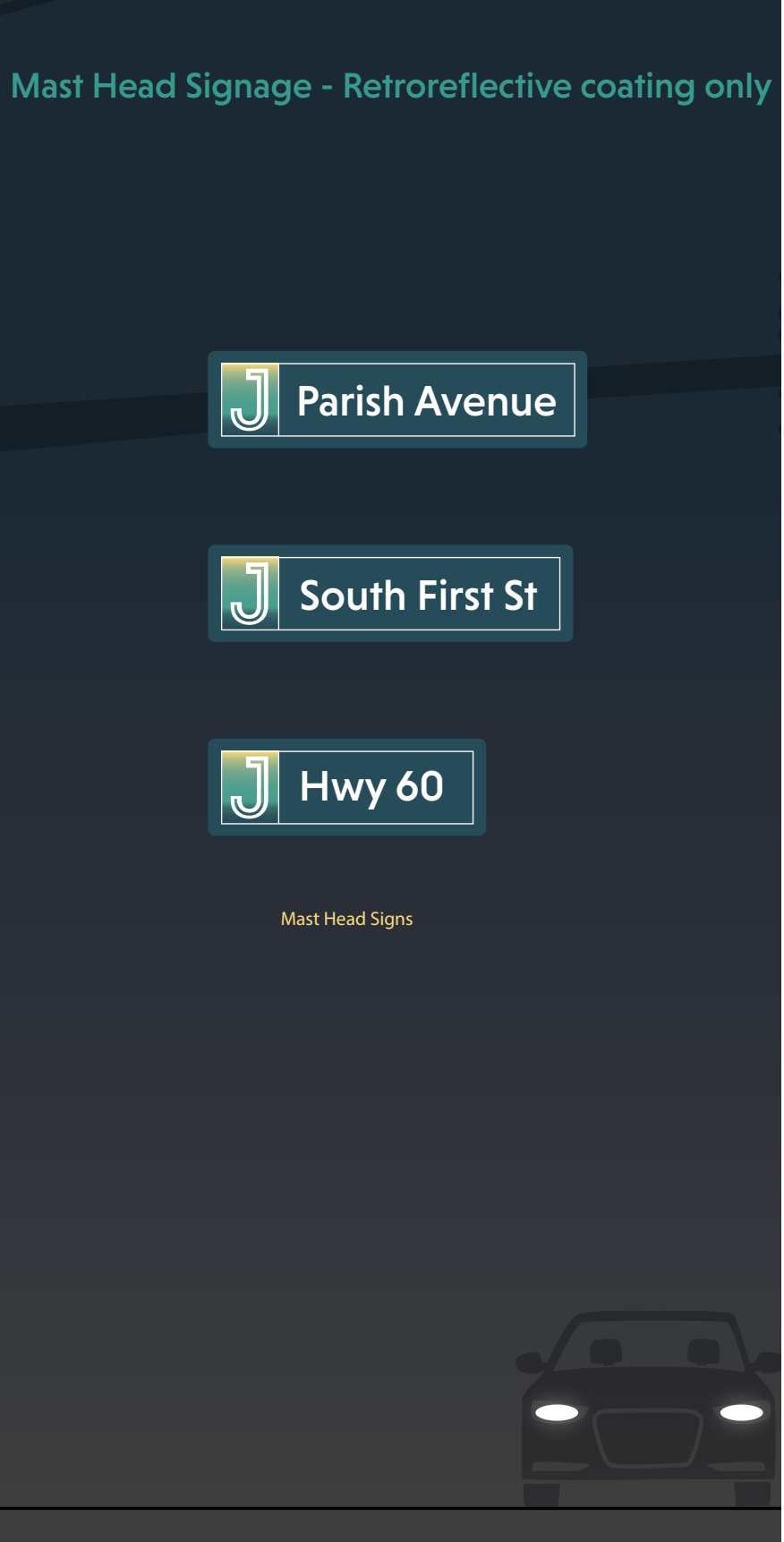
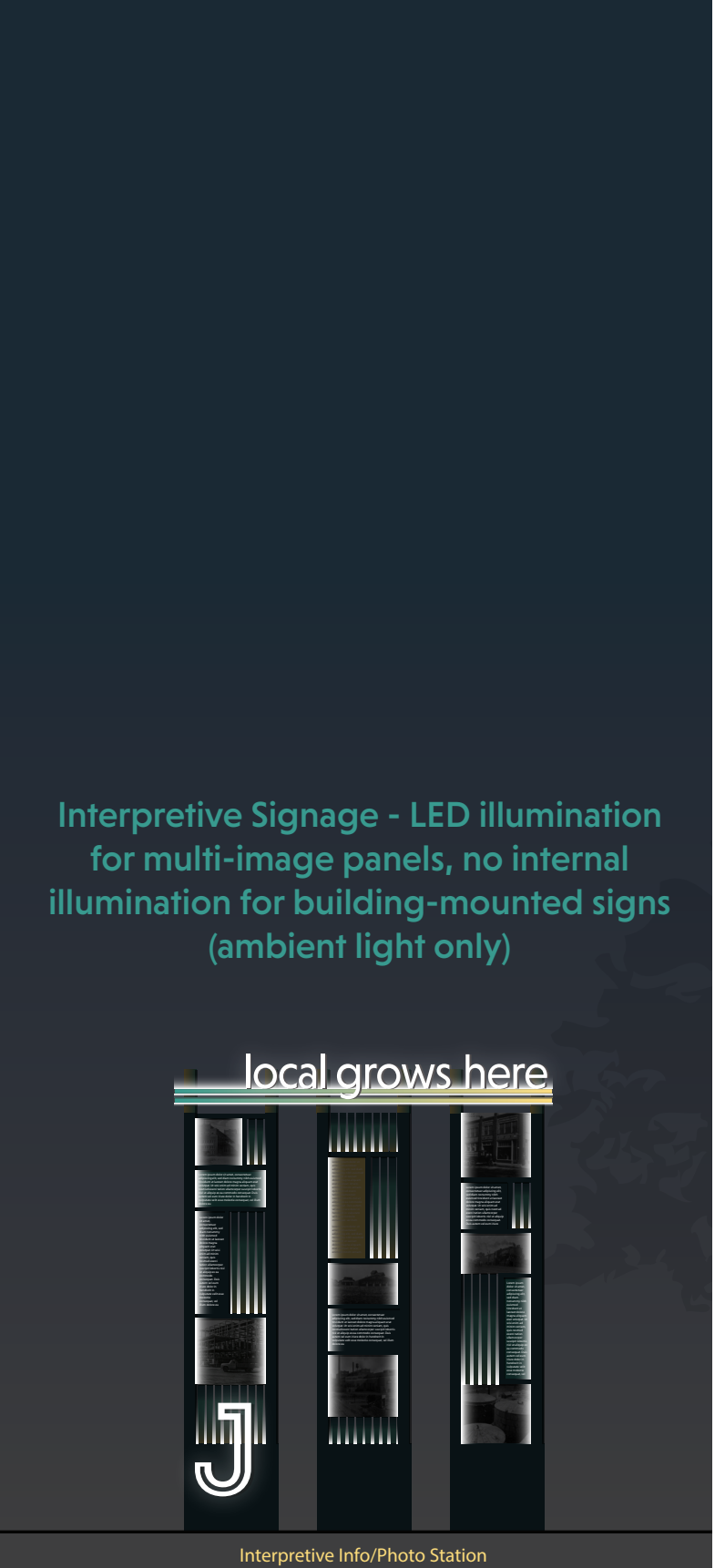
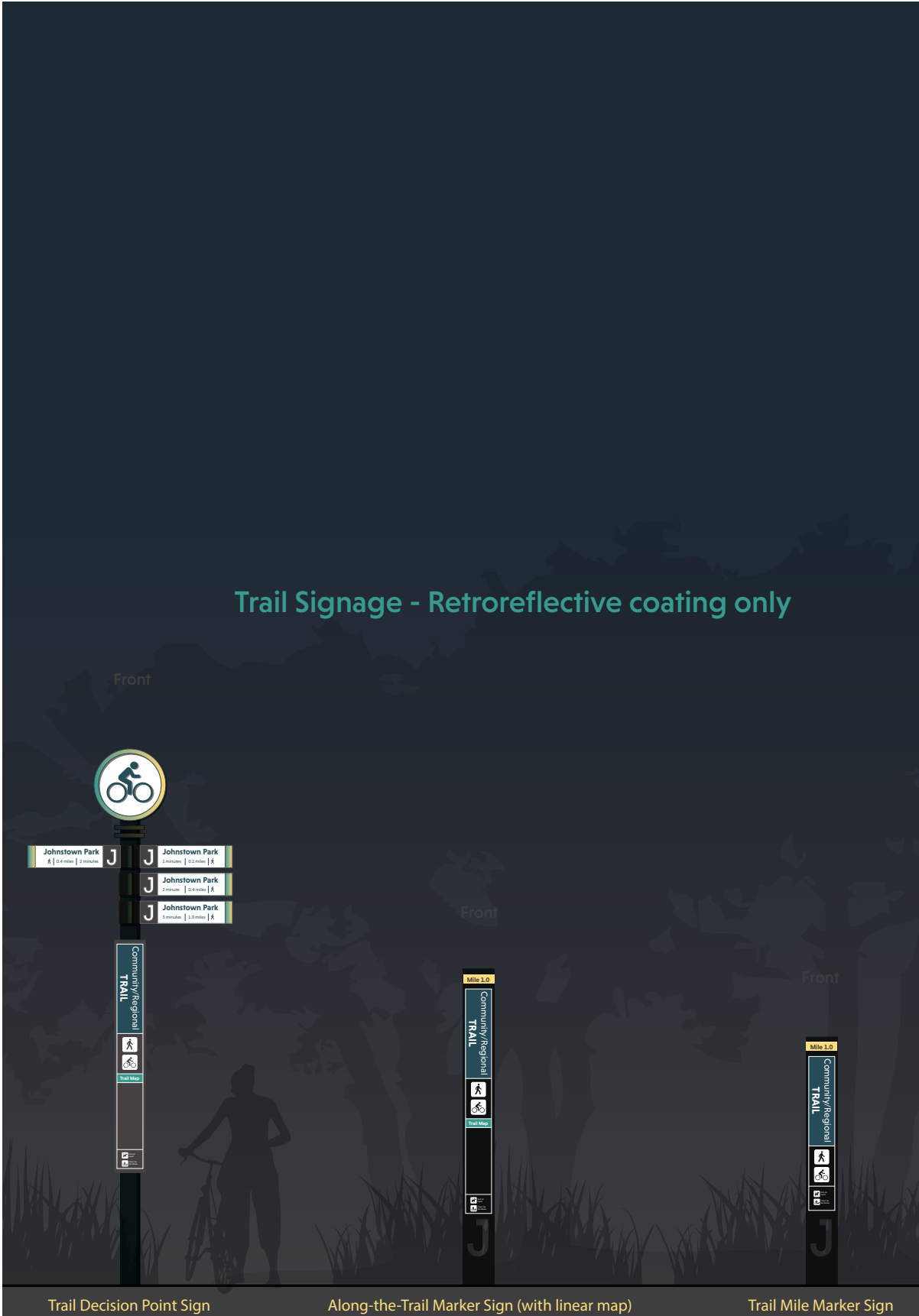
Parking Signs - LED illumination & retroreflective lettering & messaging



Public Parking (25 MPH)

Building-Mounted Interpretive Signs

COMPLETE SIGNAGE FAMILY - NIGHT



04

Construction Specifications

FABRICATION SPECIFICATIONS

A. Quality Standards

The materials, products, equipment and performance specifications described within, establish a standard of required function, dimension, appearance, performance and quality to be met by the Fabricator.

B. Structural Design

Details on design intent drawings indicate a design approach for sign structure but do not necessarily include all fabrication details required for the complete structural integrity of the signs, including consideration for static, dynamic and erection loads during handling, erecting, and service at the installed locations, nor do they necessarily consider the preferred shop practices of the individual Fabricators. Therefore, it shall be the responsibility of the Fabricator to perform the complete structural design and engineering of the signs and to incorporate all the safety features necessary to adequately support the sign for its intended use and purpose and to protect the Owner. Fabricator shall also be responsible for ensuring that all signs meet local, state and federal codes. The fabricator shall check with the Town of Johnstown regarding the final needed code standards. Any deviations from the from the specifications in this chapter or the design drawings must be agreed upon by the Town prior to finalization.

C. Vandalism Design

Fabrication and installation design is to withstand severe abuse and souvenir theft vandalism, but not less than the equivalent of resisting simple hand implements and tools (screwdrivers, knives, coins, keys, and similar items), and adult physical force. All hardware and fasteners within reach shall be vandal resistant.

D. Substitution

No substitution will be considered unless the Owner has received written request for approval.

E. Pre-Fabrication Submittals

The awarded fabricator must submit a copy of the following items to the Owner and Designer for their review prior to fabrication proceeding:

1. Detailed engineered shop drawings for each sign type are to be submitted as electronic PDF to scale on a sheet size not smaller than 11" x 17" (draft) and ARCH D 24" x 36" (final). Final Shop Drawings are to be stamped by an Engineer licensed in the state of the project. The shop drawings for each sign type shall illustrate/ describe the following:

- Elevations and cross sections – front, sides, top and back (if necessary); side sections; internal structure section/details; enlarged details such as of extrusions, dimensional letter mounting, mounting plate, etc.; with all final dimensions and call-outs for:
- Components – construction details/information related to individual elements
- Materials – color, type, gauge, and thickness (including substrates and overlays)
- Finishes – color, type of product, manufacturer, and sheen
- Fonts, graphics specifications and message fields
- Exploded view (optional) – isometric view with components, materials, and finishes.
- Cross-section of corners – one illustration for each corner condition. Items to be illustrated: seams, joints, layers, internal support and fasteners.
- Fabricator will subcontract with glass artist or glass manufacturer to cut and illuminate all illuminated glass signage elements (pedestrian, kiosk, and primary gateway sign types all include glass elements).
- Mounting/installation details – provide foundation cross-sections (including hardware), bracket/post details, elevations, materials, finishes and fasteners.
- Electrical details are to be provided for all elements that require electricity. All lighting shall be LEDs. Specific lighting/electrical/

construction items to be included in fabricator engineered drawings:

- ➔ Light source and/or fixture type and manufacturer
- ➔ Power supply (transformer)
- ➔ Amperage and voltage per sign
- ➔ Electrical service required (source)
- ➔ Lighting detail – provide an internal view of light fixtures, LED layout, transformers, internal cut-off switch
- ➔ Engineering for wind load per Town code, which is a wind speed of 90 MPH (3 seconds), and 75 MPH (fastest mile), and Exposure C classification, “open terrain with scattered obstructions, with heights less than 30 feet”.
- ➔ Removable panels (where applicable)
- ➔ Solar lighting electrical panels (where possible, solar electrical power is preferred for signs without easy electrical access).
- ➔ Identify any dimensional or other changes in the overall sign required by virtue of the fabrication materials, techniques and/or engineering.

2. ADA recommendations suggest that signs faces be uniformly illuminated with between 100 to 300 lux (10 to 30 foot candles) of light and that the illumination level on the sign face is “not significantly exceeded by the ambient light or visible bright lighting source behind or in front of the sign.” This is useful in that it provides a range of footcandles required to be visible by folks with visual limitations, however it is a TOTAL value, taking into consideration both the ambient lighting (streetlights, nearby bright signs, etc) and any light produced by the sign itself.

3. Ultimately, the amount of light emitted by the sign must overcome the ambient light in the surrounding without appearing overly bright or becoming a distraction/hazard to pedestrians or motorists and (based on location). Signs should have the ability to be adjusted by the fabricator to compensate for ambient conditions.

4. Three (3) samples of each material to be used on the sign using actual substrate materials should be supplied. One sample will be returned, one sent to the Owner and one kept in the Designer's records.

5. A proofing document of final production keystroking for all sign messages to verify line breaks, character and word spacing, and interline spacing should be submitted. The proofs are to be scaled production art files, not full sized. Each layout is to be identified with the sign number.

6. The fabricator must prepare and submit a full-scale structural sample of the structure of auto directional signs. Sample must use final materials and include a complete horizontal cross section of the sign and at least 1' of height to show how the internal system works. Applicable material samples (#4 above) may be included in this structural sample if the fabricator desires, or the sample may be unfinished. This sample will be retained by the Designer.

7. The fabricator must submit a scaled 12" x 12" draft sample segment of the map insert product to the Designer for approval before producing the final map inserts. This includes samples for the linear map(s), the trail map, and the base area map. Samples will be for all map printing types, including direct printed maps and high pressure laminate maps.

8. Fabricator must submit a schedule detailing how far in advance artwork will be required for printed maps and directories.

9. Fabricator must provide weekly status reports to the Owner and Designer detailing fabrication and installation progress and the expected completion schedule. Fabricator/installer shall coordinate with Owner in advance of each construction work day.

F. Material Handling

The Fabricator is to pack, wrap, crate, bundle, box, bag, or otherwise package, handle, transport, and store all fabricated work as necessary to provide protection from damage by every cause. Fabricator shall provide clear and legible identifying information on all product packaging to ensure proper on-site identification, delivery and installation.

G. Construction Methodology

The drawings call for a variety of fabrication techniques. The fabricator is provided leeway to fabricate the signs to meet the intent of the designs depicted by the drawings.

1. Sign faces are to be fabricated using steel/aluminum plate of varying thicknesses, as specified on design intent drawings, with a minimum thickness of .125 inches unless otherwise noted.
2. Sign cabinet seams shall be sealed to ensure they are watertight.
3. All finishes are to be satin/matte (as indicated) finish, free from fading, peeling or cracking. Paint preparation of all exterior metal surfaces of the sign to include removal of all scratches and imperfections, sanding and chemical etching. Substrate cleaning, preparation, paint application and paint thickness to be in strict compliance with Matthews Paint or AkzoNobel published recommendations. Acceleration of the drying process is not allowed.
4. Except where approved otherwise by Owner, conceal fasteners.
5. Any sign faces smaller than 8' by 4' are to be fabricated from 1 piece of seamless material. Where materials need to be seamed, there shall be no visible joints or weld marks.
6. On welded joints, dimensional and structural welding defects will not be accepted, including but not limited to: poor weld contours, including excessive bead convexity and reinforcement, and considerable concavity or undersized welds; cracks; undercutting; porosity; incomplete fusion; inadequate penetration; spatter; and non-metallic inclusions. Welding is to be performed by AWS (or similar) certified personnel, following AWS Standard Welding Procedure Specifications (SWPSs) for steel, aluminum, and stainless steel as appropriate.
7. Non-welded joints between various portions of signs must have a tight, hairline-type appearance, without gaps. Provide sufficient fastenings to preclude looseness, racking, or similar movement.
8. Provide drain holes to prevent accumulation of water within signs. Holes must be inconspicuous and be in inconspicuous locations; holes must be located such that drainage does not occur onto signs, or other surfaces subject to staining. Provide internal system of baffles to prevent “light leaks” through drain holes of

illuminated signs. Provide permanent color-coordinated insect screening over drain holes.

- 9. Non-illuminated sign faces are to have lettering and graphics direct printed, minimum 5-year warranty, unless otherwise noted in the design intent drawings (such as dimensional lettering specified for the gateways and other sign types).
- 10. High pressure laminate panels with embedded artwork are to be printed at a minimum of 1200 DPI using exterior inks. The panel must be a solid, one-piece panel with all graphic elements inseparable from the substrate in which they are embedded (izone, 888.464.9663).
- 11. Digitally printed graphics are to be printed at a minimum of 1200 DPI using exterior inks and covered with exterior grade, graffiti resistant clear lamination.
- 12. Visible metal joints must adhere to a fit tolerance of .01”.
- 13. Aluminum and steel components are to be isolated to prevent galvanic corrosion.
- 14. Steel components are to be powder coated per the coating manufacturers specifications to prevent corrosion.
- 15. Construction materials (i.e. metal) shall not be reflective.

H. Fonts/Typefaces

The fonts used for this project were selected specifically for this project by the Designer and Owner, and include those listed in the graphic standards.

It is the responsibility of the fabricator to purchase the fonts.

No substitution of any other typefaces may be made. Under no circumstances are typefaces to be electronically distorted (“squeezed” or “extended”) for purposes of fitting to the specified sign or general alteration of the sign face composition unless noted in the drawings. This includes (but is not limited to) stretching, squeezing, tilting, outlining or shadowing.

- 1. All letterforms, symbols or graphics shall be reproduced either by photographic or computer-generated means. Hand-cut characters are not acceptable. Cutting shall be done in such manner that edges and corners of finished

- 2. letterforms will be sharp and true. Letterforms with nicked, cut, ragged, rounded corners, and similar disfigurements will not be acceptable.
- 3. All letterforms shall be made from material and gauge as indicated on design intent drawings. Typefaces shall be replicated as indicated on the drawing.
- 4. Ligatures are to be turned off.
- 5. Apostrophes are to be used, not footmarks. Note that there is a difference in most fonts.
- 6. Silk-screened and vinyl copy is to match the sheen of the copy panel background (satin or matte). Edges of letters shall be straight and corners sharp. Surface of letters shall be uniform in color finish, and free from pinholes and other imperfections.
- 7. Silk-screened images shall be executed with photo screens prepared from original art. No hand-cut screens will be accepted. Original art shall be defined as artwork that is a first generation reproduction of the specified art.
- 8. Silk-screening shall be highest quality, with sharp lines and no sawtooths or uneven ink coverage. Screens shall be photographically produced. Application of inks through screens shall consist of one flood pass and one print pass. Images shall be uniform in color and ink thickness. Images shall be free from squeegee marks and lines resulting from improper print stroke or screen off contact height. Signs shall be placed in adequate drying racks with minimum of 2 inches between racks for ample airflow. Sign racks shall have system of forced airflow between layers to provide proper drying and curing of inks. After signs have dried completely according to the ink manufacturer’s time allowance, signs may be packaged.
- 9. The edges and corners of routed dimensional and vinyl letterforms shall be sharp and true. Letterforms with nicked, cut, ragged, rounded (positive or negative) corners, and similar disfigurements will not be acceptable.
- 10. Letterforms shall be aligned so as to maintain a base line parallel to the sign format, with margins and layout as indicated on design intent drawings and approved shop drawings. Vertical strokes shall be plumb.

- 11. Mechanically fasten center of letters to surface materials as described in the design intent.

I. Town Codes, Permits and Variances

Fabricator shall be knowledgeable of relevant local code requirements and honor same in fabrication and installation. Where applicable, it is the responsibility of the Fabricator to secure any and all necessary permits for signage installation. It is the responsibility of the Owner to secure variances, should any be required. It is the Owner’s responsibility to call the appropriate agency to have all underground utilities properly located and marked. Any damage to below-grade utilities or structures for which the Owner has provided adequate location information is the responsibility of the Fabricator.

J. Site Visit

Prior to installation of the signs, the Fabricator is to visit the proposed site to observe existing conditions and verify all signage required and its location with Owner. At this time the locations shall be staked using a non-permanent visible device such as spray chalk or non-permanent paint. Certain signs may be located on sloped grades and may require uneven footings for each post. Site-verify all locations to determine special requirements for footing templates, if required.

The final Sign Message Schedule and Sign Location Plan shall be consulted together and shall be approved by the Owner to determine the precise location and compatibility for each sign. Any necessary adjustments will be made with the approval of the Owner.

K. Masonry/Footings

Any concrete bases for signage are to be poured in place and footings are to extend beneath the frost line (Owner frost depth code requires 36-inch depth), or deeper to meet local requirements. All footings or bases shall be poured within a form and level with grade unless otherwise specified in the final design drawings. In locations where sloped surfaces require exposure of the concrete footing/base, the exposed concrete shall have a light broom finish and be colored in 242 Sandstone (<https://www.denverconcretecompany.net/concrete-services/stamped-concrete/concrete-colors.html>). Foundation/footings should be level with grade unless otherwise noted or as specified by state or local code. Foundation/footings shall not extend above and exposed edges shall be finished with a bevel to prevent

chipping. To meet industry best practices, the concrete shall be floated by machine or hand before finishing in order to embed larger aggregates especially when part of the footing or base extends above ground. Concrete surface shall have a light broomed finish grade appearance. All concrete bases and footings should be edged to break any bond with the form and create a neat appearance. All forms shall be removed once the concrete has properly cured. Concrete and reinforcement specifications shall be shown on shop drawing submittals. The fabricator is responsible for the necessary templates, mounting plates and hardware for concrete and masonry bases.

All masonry (concrete block, poured concrete, river rock, slab, veneer, mortar, etc.) is to be properly treated and protected to maintain the structural integrity of the masonry work with exposure to all environmental conditions found at the site. For exposed or visible masonry, this shall include the application of protective sealers or similar finishes to diminish the effects of close-proximity sprinkling or irrigation systems.

Signs are to be mounted on J-bolt/breakaway footings, centered on the concrete base or footing, and engineered per code, unless otherwise specified in the design intent drawings.

L. Wind Load

Signs, banners and mounting devices shall be engineered to meet Town of Johnstown’s requirements regarding wind loads for signage design and installation. The Fabricator shall determine appropriate method of anchoring signs to the locations specified to meet these requirements as well as all local code requirements.

M. Mounting

All signs to be mounted level and true. All exposed hardware is to be touch-up painted on site as required. It is preferred that all bolts, nuts, washers, or other fasteners shall be stainless steel. However galvanized steel is acceptable, so long as all exposed surfaces are sealed.

While sign type drawings may specify or indicate possible mounting and/or mounting hardware details, the fabricator will be able to substitute equal or better hardware and techniques, based upon their experience with similar mounting situations and as long as the visual and structural appearance of the sign is not compromised from that shown in the design intent drawings.

All signage products must be installed such that there are no misalignments between visible components. Sign elements intended to be removable or changeable after installation must function as intended without binding, sticking or blocking. It will be the responsibility of the Fabricator to correct any installation misalignments at no charge.

Fabricator and their installers are expected to have knowledge of ADA mounting guidelines and Town zoning codes, general sign locating practices, and any particular unique installations defined by Designer. It is the desire of the Owner that the fabricator follow these guidelines as well as architectural cues in installing for the best visual placement, keeping a reasonable distance from protruding objects. Any signage that is improperly located is to be moved to the proper location by the fabricator, and repairs to wall surfaces and signage are to be at the fabricator’s expense.

Specific locations provided within this document are the preferred locations of the Designer, but those locations may be adjusted by the fabricator and Owner per written agreement with the Fabricator as necessary (for example, to avoid underground utilities or meet standard roadway offset requirements). If the Installers are unable to make a decision about any sign location(s), they shall notify the Owner and contact the Designer to provide a graphic representation of the questionable location(s), for the purpose of getting Owner and Designer site approval.

N. Town Design Standards & Coordination

The Town regulations and standards for signage and lighting systems can be found in the Town code, and should be used to determine light levels and standards.

O. Demolition

The fabricator is responsible for the removal and disposal of certain site features if identified in the sign message schedule. In addition to the above grade removals any foundations, anchors and posts must also be removed. If there are electrical connections, they must be properly terminated.

P. Site Safety and Restoration

During the installation period, the fabricator is responsible for their own safety, and shall maintain a safe environment for pedestrians. The

fabricator is to keep the Owner’s premises and the adjoining premises, driveways and streets clean and clear. The job site shall be left safe, neat and clean at the completion of each day’s operation. The fabricator is also expected to temporarily maintain old signs in order to continue their directional and identification functions, as well as to maintain signage that meets MUTCD standards during the installation period. At the completion of work, the fabricator shall remove all rubbish, tools, equipment, and surplus materials, from and about the premises, and shall leave the site as originally found. The fabricator shall be responsible for repairing or correcting damage resulting from Installer’s work.

Q. Punchlist

It is required that the fabricator complete a walk through with the Owner immediately following installation to identify any errors, such as construction or installation issues. Such errors are to be corrected in a timely manner, and to the satisfaction of the Owner. The Owner and Fabricator/Installer shall jointly prepare a ‘punchlist’ of project installation deficiencies to be corrected by the Fabricator/Installer within a period of time specified in agreement by the Owner and Designer.

S. Signage Warranty Plan

Fabricator is solely responsible for applying products (paints, finishes, components, etc.) according to manufacturers’ specifications and validating the warranty. The fabricator is to provide a written five (5) year full replacement warranty to the Owner that all signs will be free of defects due to craft work and materials including, but not limited to:

- bubbling, chalking, rusting or other disintegration of the sign panel, graphics or of the edges;
- corrosion appearing beneath paint surfaces of panels, brackets, posts or other support assemblies (except as an obvious result of vandalism or other external damage);
- corrosion of fasteners;
- assemblies not remaining true and plumb on their supports;
- fading, chalking and discoloration of the colors and finishes within the vinyl and paint manufacturer’s stated warranty period;
- peeling, delamination or warping (“oil canning”); and

- repair and reinstallation of signage due to failed mountings.

Fabricator shall provide and extend in writing to the Owner all manufacturers' warranties for materials and components used within the signs. It is the fabricator's responsibility to obtain extended 5-year manufacturer warranties on all powder coat applications. Warranty issues will be addressed by the fabricator within a 2-day time period (either through email communication or a phone call). All warranty agreements shall be summarized into a warranty plan and delivered to the Town for review and comment.

T. Repair or Replacement

Without additional cost to the Owner, the fabricator shall repair or replace, including installation, any defective signs or hardware that develop during the warranty period and repair any damage to other work due to such imperfections. The fabricator will be required to fully replace any and all signs that are in error relative to the working documents (sign message schedule and sign type drawings) that were submitted to the fabricator upon award of contract. Replacement of any warranty items shall occur within a 60-day timeframe.

U. Construction Safety & Traffic Control Plan

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 (see the Bidding Resources document, Attachment B for expanded Traffic Control information).

V. Maintenance Plan

Fabricator is responsible for providing maintenance and inspection of the signage for a 1-year time period, extendable for up to a 5-year period. Maintenance responsibilities will include cleaning and inspection of the signage, creation of a punchlist for any needed repairs and/or replacements, and estimated costs and timeframes for the repairs/replacements. Inspection and punchlists will be performed every 6 months for the first year period. Owner representatives shall accompany the Fabricator during the first year signage maintenance and inspections to provide guidance and direction regarding the inspection and maintenance of the installed signage. The Fabricator

will provide the Owner with an inspection and maintenance punchlist after the first year, along with projected costs to continue yearly inspection and maintenance of each sign type as agreed upon.

W. Additional Signage Costs & Phases

The selected fabricator will be provided a complete copy of all the proposed signage phases, locations, and designs, and asked to create a full cost estimate for subsequent signage phases by the end of July 2023. Proposed costs will need to be guaranteed for a 9-month time period (with a to be determined contingency), beginning in July 2023 and ending in March 2024. Should the Town move forward with future phases using the guaranteed price, the selected bidder may be awarded Phase 2 signage fabrication. A final decision regarding the opportunity for using the Phase 1 bidder to fabricate the Phase 2 signage will be made by March 2024.

05

Color, Typography & Artwork

COLOR, TYPOGRAPHY & ARTWORK

Sign Color/Materials Palette

Fabricator is responsible for supplying samples for all colors/materials in the palette. These are the colors specific to the Phase 1 signs. Colors are referenced on the signage design elevations.



01 Pantone 454143
Satin Finish Powdercoat (non reflective)
RGB: R69/G65/B67
CMYK: C65/M62/



02 Pantone 2B4D59
Satin Finish Powdercoat (non reflective)
RGB: R43/G77/B90
CMYK: C85/M58/Y49/K32



03 Pantone 39998E
Satin Finish Powdercoat (non reflective)
RGB: R57/G153/B142
CMYK: C76/M20/Y49/K2



04 Pantone FFDC7C
Satin Finish Powdercoat (non reflective)
RGB: R254/G221/B125
CMYK: C1/M11/Y61/K0



05 PMS White
Satin Finish Powdercoat (non reflective)



07 Clear Coat
Anti-Graffiti Clear Coat (non reflective)
(On All Powdercoated Sign Faces/
Surfaces/Lettering)



08 Reflective White
ORALITE 5800 White
(Sign Text)



09 White Frosted Acrylic
LuciteLux White Frosted Acrylic or Similar



10 General Shale 'Sonoma' Clay Brick
<https://generalshale.com/products/sonoma/>



11 Colored Concrete, Light Broom Finish
Denver Concrete - Sandstone (242)
(Any exposed signage footers)



12 LED Tape to Illuminate Electrified Signage
(Static warm white light with maximum
96 watts for soft glow lighting)



13 Yellow Frosted Acrylic
LuciteLux White Frosted Acrylic or Similar

MODESTO OPEN - DOWNTOWN

ABCDEFGHIJKLMNOPQRSTUVWXYZ

ABCDEFGHIJKLMNOPQRSTUVWXYZ

Niveau Grotesk - JOHNSTOWN & "Local Grows Here"

ABCDEFGHIJKLMNOPQRSTUVWXYZ

abcdefghijklmnopqrstuvwxyz

COLOR, TYPOGRAPHY & ARTWORK



Typical auto directional signage panel - all needed directional and informational artwork will be provided to the selected fabricator prior to fabrication



DOCUMENT PREPARED BY:

Michael Baker

I N T E R N A T I O N A L

**TOWN OF JOHNSTOWN
PROFESSIONAL SERVICES AGREEMENT**

THIS PROFESSIONAL SERVICES AGREEMENT (the “Agreement”) is made and entered into this ____ day of July 2023 (the “Effective Date”) by and between the Town of Johnstown, Colorado, a Colorado home-rule municipal corporation (the “Town”) and Apex Sign Co., a limited liability company, d/b/a Ad Light Group (“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 February 29, 2024, 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 may terminate this Agreement, with or without cause, by providing thirty (30) days prior written notice to Contractor. 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: Town Clerk
 450 S. Parish Avenue
 P.O. Box 609
 Johnstown, CO 80534
 Email: HHill@JohnstownCo.Gov

TO CONTRACTOR:
 Apex Sign Co. dba Ad Light Group
 Attn: Crystal Hodges
 4150 Elati Street
 Denver, CO 80216
 Email: chodges@adlightgroup.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**

[RFP, FINAL BID TAB, AND SIGNAGE DESIGNS TO BE INSERTED]



Downtown Johnstown Branding and Wayfinding Project

Sarah Croshwaite

970.578.9612 / scrosthwaite@johnstownco.gov

Kristin Cypher

kristin.cypher@mbakerintl.com

Afternoon Sarah & Kristin,

Ad Light Group is pleased to submit our response to The Town of Johnstown for the Branding and Wayfinding Signage Project. We have provided ROM (budgetary) costs in the spreadsheet based on fabrication recommendations and our current understanding of the signage. If we are awarded this project, we will work with Kristin to create shop drawings and firm pricing based on the actual materials used.

Our team at Ad Light Group brings extensive experience in the signage industry along the Front Range. If you decide to partner with us, we will assign a dedicated team with a sales executive, project manager, designer, custom fabrication specialist and installation crew to design and build signage that suit your needs.

I, Crystal Hodges, will be personally overseeing this project with 16+ years of experience in the sign industry. This project has personal significance to me, as I live on Charlotte Street in Downtown Johnstown. Furthermore, the close proximity of my home office to the project's location would make a great asset for the town, available for on-site meetings and in-person discussions of any concerns that may arise. I am confident that Ad Light Group will meet and exceed your expectations.

Thank you for considering our proposal and I look forward to further discussing our offer.

Crystal Hodges

Sales Executive

720.838.8652 / chodges@adlightgroup.com



Phase 1 Bidding Resources

Advertisement Date: 05.26.2023

Bid Opening Date: 06.16.2023

BIDDER'S QUALIFICATIONS AND DATA

The signatory of this Statement guarantees the truth and accuracy of all statements and of answers to all questions herein. All questions must be answered clearly and comprehensively. If necessary, separate sheets may be attached. The Bidder may submit additional information. Failure to complete and return this Statement may render a bid non-responsive.

Name of Bidding Firm: Apex Sign Co dba Ad Light Group
 Main Office Address: Office: 308 Charlotte St Johnstown, CO 80534 / Fabrication: 4150 Elati St Denver, CO 80216
 Phone: 720.838.8652
 Fax #: NA

The Bidder is organized as a (corporation/partnership/other): Corporation
 In the state of: Colorado
 Bidder's federal tax identification number (TIN): 84-1345476

General character of work performed by your organization and brief history of operations:
Ad Light Group is your specialty lighting and custom signage partner, handling every step of the manufacturing process in house and under one roof. With advanced technology and skills for unlimited options in material, substrate, size and detail, Ad Light Group is inventive, strategic and flexible in providing turn-key solutions that deliver on its promises.

Does your firm have an officer, director, or agent or is also an officer or employee of the Town of Johnstown?
 YES NO

Are there any Town of Johnstown agents of employees who own, directly or indirectly an interest in the bidder's firm or any of its branches?
 YES NO

Bonding Limit: \$ \$2,000,000.00
 Bonding Company: Surescape Insurance Services
 Phone #: 303.225.8030
 Address: 7800 S, Elati St., Suite 100 Littleton, CO 80120

The Town has a right to request financial statement(s) and other relevant information. Are you willing to submit such information at the Town's request?
 YES NO

Submitted By: Crystal Hodges
 Date: 6.15.2023

AIA Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

APEX SIGN CO., LLC dba AD LIGHT + SIGN
4150 Elati Street
Denver, Colorado 80216

SURETY:

(Name, legal status and principal place of business)

UNITED FIRE & CASUALTY COMPANY
118 2nd Avenue SE
Cedar Rapids, Iowa 52407

OWNER:

(Name, legal status and address)

TOWN OF JOHNSTOWN, COLORADO
450 South Parish Avenue
Johnstown, Colorado 80534

BOND AMOUNT: Five Percent (5%) of the Total Amount of the Bid

PROJECT:

(Name, location or address, and Project number, if any)

Johnstown Signage & Wayfinding Master Plan - Phase 1

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, 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.

Signed and sealed this 16th day of June, 2023

By 
(Witness)

APEX SIGN CO., LLC dba AD LIGHT + SIGN

(Contractor as Principal)

(Seal)

(Title)

UNITED FIRE & CASUALTY COMPANY

(Surety)

(Seal)

By 

(Title) Douglas J. Rothey, Attorney-in-Fact

By 
(Witness) Cynthia M. Burnett, Littleton, Colorado

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

AIA Document A310™ – 2010 (rev. 10/2010). Copyright © 1963, 1970 and 2010 by The American Institute of Architects. All rights reserved. WARNING: This AIA Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org.





UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA
 UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX
 FINANCIAL PACIFIC INSURANCE COMPANY, LOS ANGELES, CA
 CERTIFIED COPY OF POWER OF ATTORNEY

Inquiries: Surety Department
 118 Second
 Cedar Rapids, IA Item #7.

(original on file at Home Office of Company – See Certification)

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

DOUGLAS J. ROTHEY, CYNTHIA M. BURNETT, ERIK E. ULIBARRI, WES BUTORAC, ZACHARY ROTHEY, KIM PAYTON, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$40,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

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

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

“Article VI – Surety Bonds and Undertakings”

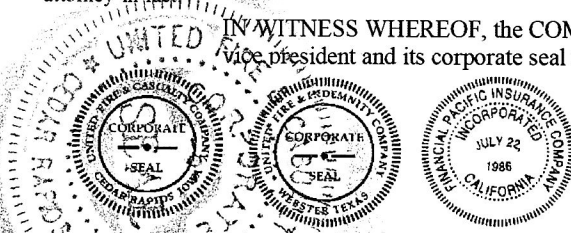
Section 2, Appointment of Attorney-in-Fact. “The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other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

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

10th day of November, 2017

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

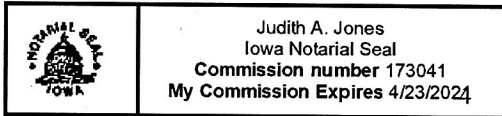
By: *Dennis J. Richmann*
 Vice President



State of Iowa, County of Linn, ss:

On 10th day of November, 2017, before me personally came Dennis J. Richmann

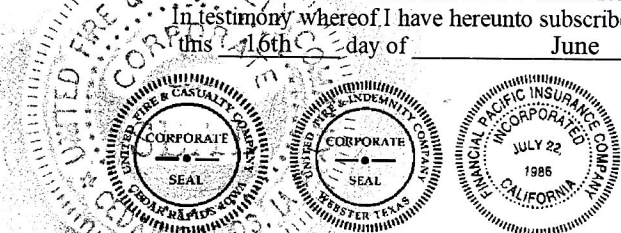
to me known, who being by me duly sworn, did depose and say; that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations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



Judith A. Jones
 Notary Public
 My commission expires: 4/23/2024

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

In testimony whereof, I have hereunto subscribed my name and affixed the corporate seal of the said Corporations this 16th day of June, 2023.



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



Phase 1 Bidding Resources

Advertisement Date: 05.26.2023

Bid Opening Date: 06.16.2023

(Person Submitting Bid)

QUALIFICATIONS

How many years have you been in business under your present firm or trade name? Since 5/16/1996

Under other names? Ad-Lite Signs, Ad Lite Sign, ad light + sign (1951-1996)

Have you or your organization, or any office or partner thereof, failed to complete a contract?

YES NO

Within the last five years, has your organization been assessed liquidated damages for failing to complete a contract within the time specified?

YES NO

Has your organization been assessed any penalties for non-compliance violations of the Federal or State Labor laws and/or regulations within the last five years?

YES NO

Does your organization have any outstanding judgments, demands, or liens resulting from violating State Labor laws, Colorado Revised Statutes, Civil or Criminal decisions?

YES NO

Have there been any suits, liens, or surety claims against you or your organization over the past five years for non-payment of sums due subcontractors or suppliers for work completed?

YES NO

Has your organization been cited for violations of OSHA standards and requirements within the past five years?

YES NO

Is either the Bidder or its principals presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in this transaction by any department or agency?

YES NO

Have you ever been debarred or suspended by a government from consideration for the award of contracts?

YES NO

Please explain all questions answered "yes" in the section above on a separate sheet of paper. Include where and why, if applicable. Note that your answers do not necessarily disqualify your bid. For example, it is not uncommon for contractors of large projects to be charged liquidated damages in certain cases.



Phase 1 Bidding Resources

Advertisement Date: 05.26.2023

Bid Opening Date: 06.16.2023

FIRM BACKGROUND AND EXPERIENCE

Total number of employees: 35

Total number of licensed professionals: 3

Proposed Superintendent: Todd Bridgewater

Title: Install Manager

Relevant degrees and/or certifications: CDL, Safety Training

Principals

List directors, officers, owners, managerial employees, or partners, and identify the ownership interest of each:

Keith Hurley (Owner/Advisor)

Amanda Hurley (Owner/CEO)

Experience

List the experience of the principal members of your organization. If preferred, resumes may be submitted in lieu of form entry

Name: Keith Hurley

Title: Owner/Advisor

Background/Years of Experience: 26

Relevant degrees and/or certifications: _____

Name: Amanda Hurley

Title: Owner/CEO

Background/Years of Experience: 10

Relevant degrees and/or certifications: International Sign Association, Apartment Association of Metro Denver, SEGD Denver

Name: Tory Humphrey

Title: VP Sales

Background/Years of Experience: 17

Relevant degrees and/or certifications: _____



Phase 1 Bidding Resources

Advertisement Date: 05.26.2023

Bid Opening Date: 06.16.2023

Similar Projects

List three projects of similar scope and budget to this project that your organization has performed work on:

Project Name: Empower Field Branding Signage and Pedestrian Signage

Cost: \$954,000.00

Location: 1701 Bryant St. Denver, CO 80204

Reference Name: Zach Myhra

Phone: 720.258.3054

Project Name: Highlands Ranch Metro District

Cost: \$202,700.00

Location: 3280 Redstone Park Circle Highlands Ranch, CO 80129

Reference Name: Brittany White

Phone: 303.791.0430

Project Name: Market Station

Cost: \$398,796.00

Location: 1881 16th St. Mall #500 Denver, CO 80202

Reference Name: Doug Alexander

Phone: 303.573.0050

Contract(s) on Hand

List projects your organization is undertaking that will be concurrent with the Town's bid schedule. Include the anticipated completion date.

Project Name: Mt. Crested Butte (Signage & Wayfinding)

Schedule: Fabrication from July - Sept, Installing October

Cost: \$991,812.00

Location: 911 Gothic Road, POB 1500 Mt. Crested Butte, CO 81225

Subcontractor or Prime: Prime

Completion Date: October 2023

Project Name: 16th Street Mall (Shade Structures)

Schedule: Fabrication from July - October, Installer by end of Year

Cost: \$611,264.00

Location: 16th Street Mall Denver, CO 80202

Subcontractor or Prime: Prime

Completion Date: Q4 2023



Phase 1 Bidding Resources

Advertisement Date: 05.26.2023

Bid Opening Date: 06.16.2023

SUBCONTRACTORS AND RELATED DATA

For each Subcontractor to be utilized, please provide the following information (use additional sheets as necessary). Please indicate what percentage of the Work to be assigned.

Firm Name: Diversified Underground

Town Business License #: To be provided if needed post award

Address: Denver, CO

Proposed work and percentage of total work to be assigned: Utility Locates, HydroVac, Concrete - about 20%

Percentage (%):

Firm Name: Paul Clark Masonry

Town Business License #: To be provided if needed post award

Address: 5555 Locust St Commerce City, CO 80022

Proposed work and percentage of total work to be assigned: Masonry - about 15%

Percentage (%):

Firm Name: Electric Company ((()))

Town Business License #: To be provided if needed post award

Address:

Proposed work and percentage of total work to be assigned:

Percentage (%):

Firm Name:

Town Business License #:

Address:

Proposed work and percentage of total work to be assigned:

Percentage (%):

Firm Name:

Town Business License #:

Address:

Proposed work and percentage of total work to be assigned:

Percentage (%):



Phase 1 Bidding Resources

Advertisement Date: 05.26.2023

Bid Opening Date: 06.16.2023

BID PROPOSAL

PROJECT: Johnstown Signage & Wayfinding Master Plan - Phase 1

In compliance with the Invitation to Bid, and subject to all conditions thereof, the undersigned: [Select one]

[Enter name if corporation] Apex Sign Co. LLC dba Ad Light Group

a corporation incorporated in the State of Colorado

OR

a partnership or limited partnership, registered in the State of _____

whose general partner(s) is/are: _____

[Enter name(s) of partner(s) if partnership] _____

OR

a sole proprietor, whose trade name is _____

[Enter if sole proprietor] _____

based in the Town/City of _____

State of _____

offers this Bid Proposal for the construction of all items listed at the prices shown on the following bid schedule.

(The attached bid schedule lists the various divisions of construction contemplated in the Plans and Specifications, together with an estimate of the units of each. With these units as the basis, extend each item, using the cost inserted in the unit column. Any total cost found inconsistent with the unit cost when the Bids are examined will be deemed in error and corrected to agree with the unit cost. Alternate Bids are optional).

The undersigned Bidder declares and stipulates that this Bid is made in good faith, without collusion or connection with any other person or persons bidding for the same Work, and that it is made subject to all the terms and conditions of the Invitation to Bid, Instructions for Bidders, Construction Contract, General Conditions, Special Conditions, the Technical Specifications, and the Plans pertaining to the Work to be done, all of which have examined by the undersigned.

Accompanying this Bid is a Bid Guarantee for 5% of the total Bid amount according to the Invitation to Bid and Instructions for Bidders.



Phase 1 Bidding Resources

Advertisement Date: 05.26.2023

Bid Opening Date: 06.16.2023

The undersigned Bidder agrees to execute the Construction Contract, a Performance Bond and a Labor and Material Payment Bond within ten calendar days from the date when the written Notice of Award is delivered at the address given on this Bid Proposal. The Performance Bond and Labor and Material Payment Bond shall each be for the amount of the total of this Bid. The name and address of the corporate surety through which the Bidder proposes to furnish the specified Bonds is as follows:
[Enter name and address of surety] Surescape Insurance Services / 7800 S Elati St, Suite 100 Littleton, CO 80120

The submission of the Bid constitutes an agreement, and it shall not be withdrawn after the Bid Opening for a period of thirty days.

All the various phases of work enumerated in the Contract with individual jobs and overhead, whether specifically mentioned or not, are included by implication or appurtenance in the Contract. The Contractor shall perform all the various phases of work under one of the items listed in the bid schedule, irrespective of whether it is named in the schedule.

Payment for the Work performed will be according to the bid schedule, subject to changes as provided in the Contract.

The undersigned Bidder hereby acknowledges receipt of addenda numbers 1 through 2 **[Enter addenda numbers]**
Initials AH

The undersigned, being familiar with the existing conditions on the project area affecting the cost of the Work, the Bidding Documents and the Contract Documents, and having verified the quantities and the availability of materials and labor, hereby proposes to furnish all supervision, labor, materials, machinery, tools, appurtenances, equipment, supplies, and services, including utility and transportation service required to construct and complete the Project listed above, according to the Contract, within the time specified, and at the prices stated below. These prices are to cover all expenses incurred in performing the Work required under the Contract of which this Bid is a part.

(The approximate quantities of Work to be completed in-place under the Contract are identified in the bid schedule and are for the purpose of comparing Bids. These quantities have been Town of Johnstown Signage & Wayfinding Master Plan - Phase 1 estimated and the quantities used are for the general information of the Bidder, representing the major items of the Work to be done. Minor details are not listed but shall be part of the complete Contract).

The undersigned agrees to hold firm the Bid for thirty days for the purpose of the Town reviewing the Bids and investigating the qualifications of the Bidders prior to award of Contract. Extensions of time may be made if mutually agreed upon.

The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by the Town of Johnstown in verification of the recitals in this statement.



Downtown Johnstown Wayfinding Phase 1 Bidding Resources

Advertisement Date: 05.26.2023
Bid Opening Date: 06.16.2023

This proposal is submitted by:

[Enter Bidder name] Amanda Hurley

By: _____
Title: owner / CEO

Date: 6/13/24

STATE OF Colorado)
) ss:
COUNTY OF Weld)

The foregoing instrument was acknowledged before me this 13th day of June, 2023, by Amanda Hurley, as CEO of AdLight Group. (If by natural person or persons, insert name or names; if by person acting in representative or official capacity or as attorney-in-fact, insert name of person as an executor, attorney-in-fact, or other capacity or description; if by officer of corporation, insert name of such officer or officers as the President or other officers of such corporation, naming it.)

Witness my hand and official seal.

My Commission *[Signature]*

[Signature]
Notary Public

CRYSTAL MICHELLE HODGES
NOTARY PUBLIC - STATE OF COLORADO
NOTARY ID 20204031136
MY COMMISSION EXPIRES SEP 9, 2024

Downtown Johnstown Signage & Wayfinding Master Plan - Phase 1

Bid Tab/Bid Analysis Spreadsheet

Task #	Pay Item #	Description	Quantity	Unit	Fabricator Name		Ad Light Group
					Unit Value in \$	Total Value in \$	Fabrication Assumptions for Pricing
Task A: Signage Fabrication							
A.1	1	Town and Consultant Coordination		1 LS	\$ 6,750.00	\$ 6,750.00	Project Management
A.2	2	Prepare Sign Manufacturing Report Specifications (Electric and Non-Electric Signs)		1 LS	\$ 550.00	\$ 550.00	Project Management
A.3	3	Design / Shop Drawings		1 LS	\$ 7,600.00	\$ 7,600.00	Submitted as Electronic PDF to scale on 11" x 17" (Draft) and 24" x 36" (Final)
A.4	4	Stamped Engineered Documents - Per Quality Control Plan		1 LS	\$ 1,150.00	\$ 1,150.00	Stamped Engineered Drawings; Must be Executed by Colorado Licensed Company - "J" will be a RUSH
A.5	5	Prepare Sign Costs		1 LS	\$ 1,750.00	\$ 1,750.00	Project Management
A.6	6	Prepare Warranty Plan for Town		1 LS	\$ 875.00	\$ 875.00	Project Management
A.7	8	Signage Fabrication, Complete, Columnar Gateway (G1)		1 EA	\$ 89,300.77	\$ 89,300.77	1/4" Aluminum Reverse Lit Logo 4x4 1/4" Aluminum SQ Tube Vertical Posts, Tied Together w/ Alum Filler Pieces 2x2x1/8" Aluminum SQ Tube Divider Sections for Faces 1/2" Acrylic Push Thru Graphic Panels; Digitally Printed Vinyl for Push Thru Faces Aluminum Channel for Wrap Around Illuminated Bars Face Lit Trimless Channel Letters: 1/2" White Acrylic Faces Fabricated Cabinet for Top Section; White Acrylic Push Thru Clock is Not Functional; Stagnant to Represent Asteroid Hitting Johnstown All Painted w/ Automotive Grade Exterior Paint & Prints to Match Color Keys ***Some Structural Details of this Sign May Need Modifications During Shop Designs to Work as Intended
A.8	9	Signage Fabrication, Complete, Curved Corner Gateway (G2)		1 EA	\$ 85,390.72	\$ 85,390.72	4x4 1/4" Aluminum SQ Tube Vertical Posts, Tied Together w/ Alum Filler Pieces Filler Pieces; Mesh Faces w/ One Side Removable, White LED Illumination Shoebox Style Build Illuminated Caps; Aluminum Mesh Backed w/ Poly, White LED Illumination All Posts Direct Buried Trimcapless Channel Letters, 1 Sided, Attached to Fabricated Wire Ways & Tubes Aluminum Channel Reverse Lit Light Bars Trimcapless Face Lit Channel Letters Attached to Brick Base Fabricated Shoebox Cabinets w/ White Acrylic Push Thru & Vinyl Detail All Painted w/ Automotive Grade Exterior Paint & Prints to Match Color Keys ***Some Structural Details of this Sign May Need Modifications During Shop Designs to Work as Intended
A.9	10	Signage Fabrication, Complete, Sculptural "J" Gateway (G2)		1 EA	\$ 45,361.68	\$ 45,361.68	Aluminum Angle Frame w/ 1/8" Routed Faces and Butt Stratted Panels .090 Aluminum Returns, Interior Returns to be Skinned As Well Routed Solid / Mesh Screens, Backed w/ Polycarbonate Trimless Channel Letters, Mounted to Return; White LED Illumination LED Illuminated From Interior "void" Mounting: TBD either Bolted or Core Drilled - Final Design, Placement and Stamped Drawings will Confirm ***Some Structural Details of this Sign May Need Modifications During Shop Designs to Work as Intended
A.10	11	Signage Fabrication, Complete, Pedestrian Kiosk (P2)		1 EA	\$ 26,487.94	\$ 26,487.94	1/4" Rear Lit Aluminum Logos Fabricated Vertical Outside Support; Approx. 4" x 10" Aluminum Channel Reverse Lit Light Bars Fabricated Cabinet w/ Push Thru Welcome/Info Copy Digitally Printed Map and Directional Panels; Backed w/ White Reflective Vinyl Face Lit Trimless "J" Logos; Attached to Mesh Skinned Cabinet Small "Downtown Johnstown" to be Shallow Shoeboxes w/ Acrylic Push Thru Copy ***Some Structural Details of this Sign May Need Modifications During Shop Designs to Work as Intended
					\$ 270,316.11	\$ 270,316.11	
					TASK A TOTALS		
Task B: Signage Installation							
B.1	12	Town and Consultant Coordination		1 LS	\$ 3,250.00	\$ 3,250.00	Install Coordination
B.2	13	Site Visit (Confirm Sign Locations, Utilities, Other Installation Site Factors)		1 LS	\$ 1,330.56	\$ 1,330.56	Technical Site Survey / Mark Sign Locations
B.3	14	Prepare Construction Plan Documents		1 LS	\$ -	\$ -	Included in Other Sections Pricing (Project Management/Design)
B.4	15	Obtain Necessary Permits and Certifications (In Conjunction with Town Staff)		1 LS	\$ 1,200.00	\$ 1,200.00	Permit Acquisition (No Town Fees) / Includes Johnstown Contractor License Application Fees
B.5	16	Prepare a "Construction Safety and Phasing Plan" (CSPP) - Including Traffic Control		1 LS	\$ 8,250.00	\$ 8,250.00	
B.6	17	Coordinate with Utility, Agency and Service Providers		1 LS	\$ 450.00	\$ 450.00	
B.7	18	Removal/Demolition Existing Focal Wall (G2)		1 LS	\$ 9,424.80	\$ 9,424.80	If We Are Able to Only Demo A Section of This Wall and Reskin - A Lot of Money Could be Saved Here
B.8	19	Survey and Stake Sign Installation Locations		1 LS	\$ -	\$ -	Included in Other Sections Pricing (Site Visit / Technical Survey)
B.9	20	Coordinate/Contract with Local-Area Contract Suppliers (Materials and Services)		1 LS	\$ 78,457.14	\$ 78,457.14	Masonry Work / Base Structures If We Are Able to Only Demo A Section of This Wall and Reskin - A Lot of Money Could be Saved Here
B.10	21	Signage Support Footings & Electrical Connections		1 LS	\$ 41,403.62	\$ 41,403.62	Hydro Digging / Foundations / Setting Poles / Electrical Connections: (Foundation Work is Priced Based on the Following Assumptions) - Full Access w/ Ad Light Group Crane or Vehicle - Normal Soil Conditions (No Rock, Sand, Water, etc.) - Sign Location is Level and To Grade - Outside Temp is Over 40 Degrees and There is no Severe Weather - Does Not Include Landscaping
B.11	22	Signage Installation, Complete, Columnar Gateway (G1)		1 EA	\$ 4,692.60	\$ 4,692.60	Mobilization and Installation on Site
B.12	23	Signage Installation, Complete, Curved Corner Gateway (G2)		1 EA	\$ 10,107.90	\$ 10,107.90	Mobilization and Installation on Site
B.13	24	Signage Installation, Complete, Sculptural "J" Gateway (G2)		1 EA	\$ 2,803.68	\$ 2,803.68	Mobilization and Installation on Site
B.14	25	Signage Installation, Complete, Pedestrian Kiosk (P2)		1 EA	\$ 2,336.40	\$ 2,336.40	Mobilization and Installation on Site
B.15	26	Conduct Project Inspections, Punchlist Items, and Project Closeout		1 LS	\$ 1,150.00	\$ 1,150.00	
B.16	27	Prepare Sign Repair/ Maintenance Plan for Town		1 LS	\$ 750.00	\$ 750.00	Project Management
TBD	28	Produce Sign Samples of Substrates / Colors		1 LS	\$ 1,353.66	\$ 1,353.66	(3) of each Substrate; Prepped / Painted - Provided in 12" x 12" Pieces 080" Aluminum, Perforated Aluminum, 1/8" Aluminum, Final Materials TBD Draft Sample of Segment of Map Insert Scaled to Size
TBD	29	Performance Bond Fees		1 LS	\$ 21,863.82	\$ 21,863.82	5% of Total Contracted Amount
					\$ 188,824.18	\$ 188,824.18	
					TASK B TOTALS		
					\$ 459,140.29	\$ 459,140.29	
					TASK A + TASK B TOTALS		



PROPOSAL Item #7.

220345-01

Date: 06/15/2023

Expires: 07/15/2023

Drawing Numbers:

Project: Town of Johnstown - Wayfinding Project (Phase 1)
450 S. Parish Ave.
Johnstown, CO 80534

Client: Town of Johnstown
450 S. Parish Ave.
Johnstown, CO 80534

Contact: Kristen Cypher 720-962-3214 kristin.cypher@mbakerintl.com

We are pleased to offer this proposal for the following services at the above location.

Project Description:	Item Total:
1. Manufacture the Following: ROM until Shop Drawings are Executed	\$89,300.77
A. One (1) SF Columnar Gateway - G1	
B. One (1) SF Curved Corner Gateway - G2	\$85,390.72
C. One (1) 3D Sculptural "J" Gateway - G2	\$45,361.68
D. One (1) DF Pedestrian Kiosk - P2	\$26,487.94
2. Technical Site Survey / Mark Sign Locations	\$1,330.56
3. Utility Locates / Coordination	\$450.00
4. Design / Shop Drawings / Project Management / Install Coordination	\$22,675.00
- Prepare Manufacturing Report Specs	
- Prepare Final Record Documents / Quality Control Plan	
- Prepare Warranty Plan	
5. Stamped Engineered Drawings (All 4 Signs)	\$5,100.00
6. Permit Acquisition (Town Project; No Fees)	\$1,200.00
- Requires Town Contractors License \$100 Fee (Included)	
7. Demolition / Disposal of Existing Focal Wall - G2	\$9,424.80
8. Hydro Digging / Foundations / Setting Poles of the Above	\$25,878.62

Salesperson: Crystal Hodges

Buyer _____ Seller _____



PROPOSAL Item #7.

220345-01

Date: 06/15/2023

Expires: 07/15/2023

Drawing Numbers:

Project: Town of Johnstown - Wayfinding Project (Phase 1)
450 S. Parish Ave.
Johnstown, CO 80534

Client: Town of Johnstown
450 S. Parish Ave.
Johnstown, CO 80534

Contact: Kristen Cypher 720-962-3214 kristin.cypher@mbakerintl.com

9.	Masonry / Base Structures for the Above	\$78,457.14
10.	Traffic Control / Electrical Allowance	\$23,775.00
11.	Installation / Mobilization of the Above	\$19,940.58
12.	Final Inspection / Punchlist Walk - Include Future Sign Repair and Maintenance Plan	\$1,150.00
13.	Sign Samples - (3) of Each Substrate Required; Prepped / Painted - Provide 12" x 12" Draft Sample of Segment of Map Insert	\$1,353.66
14.	Bid Bond Fees - 5% of the Total Contracted Value \$437,276.47	\$21,863.82

Deposit Rate: 50%
Deposit: \$229,570.15

Subtotal: \$459,140.29

Total: \$459,140.29

Notes: Prices are based on available information given at the time and are subject to change.

- This budgetary proposal is NOT intended for final pricing. It is meant to generate a rough budget based on assumptions of build types from client provided designs.
- All signage will require final estimates after design approval & stamped engineering to generate firm costs.
- Pricing will change based on quantities, design, dimensions, and materials used.
- Pricing is subject to 7.5% escalation fee if signage is not built within 12 months of the contract agreement. Escalation fee assessed to both fabrication and installation.

Salesperson: Crystal Hodges

Buyer _____ Seller _____



PROPOSAL Item #7.

220345-01

Date: 06/15/2023

Expires: 07/15/2023

Drawing Numbers:

Project: Town of Johnstown - Wayfinding Project (Phase 1)
450 S. Parish Ave.
Johnstown, CO 80534

Client: Town of Johnstown
450 S. Parish Ave.
Johnstown, CO 80534

Contact: Kristen Cypher 720-962-3214 kristin.cypher@mbakerintl.com

Warranty: The product furnished is warranted to be free from defects in material and workmanship for a period of 12 months from the date of substantial completion

Terms: Progress Billing TBD

Credit Card Payments: All credit card payments are subject to a 3% fee

Salesperson: Crystal Hodges

Buyer's Acceptance _____ Title _____ Date _____

Seller's Acceptance _____ Title _____ Date _____



www.davincisign.com

6-15-2023

Town Of Johnstown

Johnstown Signage and Wayfinding Master Plan - Phase 1

Item #7.

Sarah Crosthwaite,

Please see the included bid documents for the Johnstown Signage and Wayfinding: Phase 1.

DaVinci sign systems is honored to be able to provide a bid for the work in Johnstown. The Scope provided is well within our ability to produce, install and maintain. DaVinci understands the scope of the project and the deadlines for install Of the letter J, as well as the other elements for directional and gateway signage.

As Colorado's premier Employee Owned Signage Company, we maintain a elite team of fabricators, installers, permit technicians, and design professionals. Please see our included pages for details on our team that will be handling your project from start to finish.

Addendum 1 was received, Pre-Bid Meeting Details

Addendum 2 was received, including revised drawing sets, and RFI Question answers.

Per owner Direction, this project will **require permitting, with variances performed by the town.**

Per the bidding resources this project is **tax exempt**

Pricing includes **1 year warranty**

Thank you again for the opportunity to create thoughtful and impactful signage.

Beau Nelson
Signage Consultant

FT. COLLINS: (970) 203-9292
DENVER: (303) 573-7446
CHEYENNE: (307) 220-4316
TOLL FREE: 1-866-DaVinci (328-4624)



4496 BENTS DRIVE - UNIT A
WINDSOR, CO 80550
108 W. LINCOLN WAY
CHEYENNE, WY 82001



Extraordinary Belongs To Those Who Create



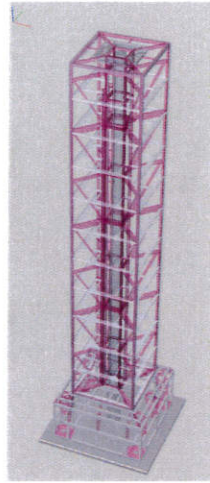
www.davincisign.com

Item #7.

Ability to perform

For the Johnstown Way-finding Project, DaVinci Sign systems has a full team of 35 employees to guide the town through the design, fabrication, and installation process. The design intent from the town is well within the abilities of DaVinci Sign systems to fabricate and install. Our history has shown the ability to handle projects of supreme complexity, and beauty.

The Team at DaVinci Sign systems has experience in fabricating large, illuminated structures. A recent project completed in Meridian, shows our ability to craft 50' tall, color changing towers. These towers required significant manpower as well as exacting fabrication designs to ensure that they illuminated evenly and brightly.



Time frame

The time-frame for the project is of the utmost importance. DaVinci sign systems recognizes that the large J signage must be permitted, fabricated, and installed before the fall festival at the end of August. Our team maintains a dedicated project coordinator, permit technician, installation and fabrication foreman, as well as a full service fabrication shop with room to completely build the structures in house.

Please also see our attached Company employee chart. it details the members of our team dedicated to completing projects, and each individual role.

FT. COLLINS: (970) 203-9292
DENVER: (303) 573-7446
CHEYENNE: (307) 220-4316
TOLL FREE: 1-866-DaVinci (328-4624)



4496 BENTS DRIVE - UNIT A
WINDSOR, CO 80550
108 W. LINCOLN WAY
CHEYENNE, WY 82001



ORGANIZATIONAL CHART

The Art and Science of Identification

4496 Bents Drive
Unit A
Windsor, CO 80550
Office (970) 203-9292
Fax (970) 203-9293



davincisign.com

PROJECT MANAGEMENT TEAM

George Mason, Intall Coordinator
Ed Dolan, Project Manager/Senior Estimator
Karla Cogar, Director of Estimating
Eric Senesac, VP-Sales Manager

FINANCE & ADMINISTRATIVE TEAM

Brian Macke, VP-HR/Finance
Marie Hashaw, Permit/License Agent
Nikki Wiley, AR Specialist
Joan Harris, AP Specialist
Kelly Kapperman, Communications Manager
Jennifer Moore Business Development

GRAPHICS PRODUCTION

Danny Salas, Graphics Specialist

DESIGN TEAM

Josh Valasek, Senior Designer
Brett Carr, Designer

SALES TEAM

John Shaw, President/Founder
Eric Senesac, VP-Sales Manager
Rodney Eaton
Ian Senesac
Beau Nelson
Larry White

FABRICATION TEAM

Gene Weyer
Clay Davis
Don Wilkinson, Shop Foreman
Isaac Jarosz
Rudy Cortez
Todd Linder, CAD/CAM

FINISH TEAM

Humberto Leos
Alex Serrano

ESTIMATING TEAM

Karla Cogar, Director of Estimating
Marcus Bean, Operations Manager
Ed Dolan, Project Manager/Senior Estimator
Eric Senesac, VP-Sales Manager

PROCUREMENT TEAM

Garrett Winston
Marie Hashaw

INSTALLATION TEAM

Zach Duvall
Codey Waltersdorf
Tyler Neiberger
Jed Montgomery, Service
Ben Hodglin
Josh Cozad
Jeff Long

CUSTOMER FULFILLMENT

George Mason, Install Coordinator

SHIPPING & RECEIVING

Tom Ceravolo

Item #7.

Proud to be 100% Employee-Owned
& In Our 20th Year 970.203.9292



www.davincisign.com

Equipment and installation

DaVinci Sign Systems maintains 3 full size crane trucks at 65' in total reach. In addition to Item #7. cles, we also maintain a smaller 42' service bucket, excavator with drilling auger, and trailers for transportation. This equipment allows DaVinci to perform full service installs, including footers and concrete.

With multiple crane vehicles, it allows our install teams the ability to lift large signage, and place it directly where it is desired for installation. The designs of the wayfinding signage are well within the capability of our own equipment to move, lift, and place where needed.



Fiscal Ability

DaVinci is well versed in handling projects large and small. The Johnstown project is fully bondable, with our included bid bond, as well as submitting a full performance an payment bond/materiel labor bond if awarded. (at additional cost cost per RFI answers)

Larger projects have reached almost \$3,000,000 in total value. DaVinci is confident in any ability to procure materiel and complete the project at hand. Please notate our references in the included bid form, as well as values of the projects completed.



FT. COLLINS: (970) 203-9292
DENVER: (303) 573-7446
CHEYENNE: (307) 220-4316
TOLL FREE: 1-866-DaVinci (328-4624)



4496 BENTS DRIVE - UNIT A
WINDSOR, CO 80550



108 W. LINCOLN WAY
CHEYENNE, WY 82001

Extraordinary Belongs To Those Who Create It

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

DaVinci Sign Systems, Inc.
4496 Bents Drive, Unit A
Windsor, CO 80550

SURETY:

(Name, legal status and principal place of business)

Trisura Insurance Company
2 Stamford Plaza Suite 1504, 281 Tresser Boulevard
Stamford, CT 06901

Mailing Address for Notices

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

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

BOND AMOUNT: \$ 5% Five Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

Downtown Johnstown Wayfinding Signage Master Plan - Phase 1 Installation Project

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, 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.

Signed and sealed this 16th day of June, 2023

(Witness)

Karen A. Koenig
(Witness)

DaVinci Sign Systems, Inc.

(Principal)

(Seal)

By:

(Title)

Trisura Insurance Company

(Surety)

(Seal)

By:

(Title) Stephen Kazmier - Attorney-in-Fact

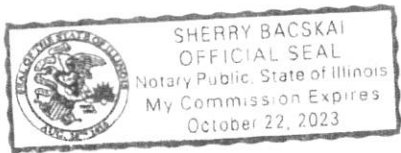


State of Illinois
County of DuPage

SURETY ACKNOWLEDGEMENT (ATTORNEY-IN-FACT)

I, Sherry Bacskai Notary Public of DuPage County, in the State of Illinois,
do hereby certify that Stephen Kazmer Attorney-in-Fact, of the Trisura Insurance Company
who is personally known to me to be the same person whose
name is subscribed to the foregoing instrument, appeared before me this day in person, and
acknowledged that he signed, sealed and delivered said instrument, for and on behalf of the
Trisura Insurance Company for the uses and purposes therein set forth.

Given under my hand and notarial seal at my office in the City of Downers Grove in
said County, this 16th day of June, 2023.



Sherry Bacskai

Notary Public

Sherry Bacskai

My Commission expires:

10/22/2023



2 Stamford Plaza
Suite 1504, 281 Tresser Boulevard
Stamford, Connecticut 06901
us.surety@trisura.com

**POWER OF ATTORNEY
EXHIBIT A TO SCHEDULE 2**

Bond # Bid Bond

KNOW ALL MEN BY THESE PRESENTS: That **TRISURA INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Oklahoma, authorized to conduct a surety business, and having its principal place of business at 2 Stamford Plaza, Suite 1504, Tresser Boulevard, Stamford, Connecticut 06901, does hereby constitute and appoint:

Martin Moss, Kelly Gardner, Stephen Kazmer, Melissa Schmidt, Dawn Morgan

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **TRISURA INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **TRISURA INSURANCE COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **TRISURA INSURANCE COMPANY** at a meeting duly held on the 11th day of **December, 2020**.

“**RESOLVED**, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed.”

IN WITNESS WHEREOF, **TRISURA INSURANCE COMPANY** have each executed and attested these presents
on this 25 day of February, 2021.

STATE OF Connecticut
County of Fairfield

George James, Chief Underwriting Officer, Surety



On this 25 day of **February, 2021**, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **TRISURA INSURANCE COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at Fairfield, Connecticut the day and year first above written.

PAUL KLABONSKI
NOTARY PUBLIC
MY COMMISSION EXPIRES AUGUST 31, 2023

Paul Klabonski seal

a Notary Public of Connecticut
My Commission Expires: **8/31/2023**

CERTIFICATION

I, the undersigned officer of **TRISURA INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, June 16, 2023.

Richard Grant, Vice President, U.S. Surety

TO CONFIRM AUTHENTICITY OF THIS BOND OR DOCUMENT EMAIL: us.surety@trisura.com



www.davincisign.com

Item #7.

Quality Workmanship

DaVinci Sign Systems prides itself in utilizing premium materials in fabrication, installation, and maintenance. Use of brand name GE Tetra LED's are placed inside our signage to give the most crisp and consistent color output.

DaVinci Sign systems utilizes premium paints of automotive grade, by Akzonobel, Matthews, and Sherwin Williams.

Included in DaVinci Signs systems full fabrication shop is a modern and fast CNC router. This machine creates the patterns and holes though aluminum sheets to show off the perforated metal, and illumination that is intended between the sheets of aluminum on the signage design concepts.



Maintenance Abilities

DaVinci Sign systems has a dedicated service team, committed to maintaining signage installed, and fixing any problems that may arise. Our service techs have fully stocked bucket trucks to fix any issue that may arise in the field. Our lead service technician has over 11 years of experience working on all types of signage, from EMC units to high rise channel letter sets. A true jack of all trades, our service lead thrives working on his feet and solving problems that arise with speed and efficiency.

Maintaining the signage for the Wayfinding project can be done in most all instances by our service bucket truck. Specifically for the Johnstown project, a crane will be required to service the large Letter J as it will require a Steel cap cover that has significant weight

DaVinci sign systems has a solid track record of providing maintenance on signage for the long term, we understand that signage is a long lasting image for your town, and keeping it looking fantastic directly relates the the experience of the visitors for Downtown Johnstown.

FT. COLLINS: (970) 203-9292
DENVER: (303) 573-7446
CHEYENNE: (307) 220-4316
TOLL FREE: 1-866-DaVinci (328-4624)



4496 BENTS DRIVE - UNIT A
WINDSOR, CO 80550
108 W. LINCOLN WAY
CHEYENNE, WY 82001



Extraordinary Belongs To Those Who Create It



www.davincisign.com

Overall Project Compatibility

Item #7.

DaVinci Sign Systems would like to thank the Town of Johnstown for the opportunity to build and fabricate these beautiful signs. With our award winning history, we feel that we would be a wonderful fit for the project at hand.

Our experience fabricating, installing and maintaining signage of this nature is shown in our many photos and from our reliable references.

DaVinci Sign Systems houses all of the equipment, expertise, and design ability to complete the wayfinding project in the timeframe provided by the town.

Please see the attached bid sheets from the Bid Worksheet packet for pricing details as well as allowances.



FT. COLLINS: (970) 203-9292
DENVER: (303) 573-7446
CHEYENNE: (307) 220-4316
TOLL FREE: 1-866-DaVinci (328-4624)



4496 BENTS DRIVE - UNIT A
WINDSOR, CO 80550
108 W. LINCOLN WAY
CHEYENNE, WY 82001



Extraordinary Belongs To Those Who Create It



April 26, 2023

RE: Recommendation Letter for Davinci Sign Systems

To Whom It May Concern:

I am writing this letter to wholeheartedly recommend Davinci Sign System for any signage consulting work that you may require. I have had the pleasure of working with them for the past 7 years on various projects, and have found them to be consistently diligent, detail-oriented, motivated, focused and communicative.

Throughout our partnership, the team at Davinci Sign System has demonstrated an unwavering commitment to excellence and customer satisfaction. They have a keen eye for detail and are always willing to go above and beyond to ensure that every aspect of their work meets or exceeds our expectations.

Moreover, I have found that the team at Davinci Sign System is skilled at communicating with clients, ensuring that they understand all aspects of a project and are able to make informed decisions. They are always responsive and willing to address any questions or concerns that may arise.

Overall, I have been thoroughly impressed with Davinci Sign System's work and their commitment to delivering quality results. I am confident that they will be an asset to any project, and I recommend them without reservation.

Sincerely,

A handwritten signature in blue ink, appearing to read "Chelsea Beckmann".

Chelsea Beckmann
Senior Development Associate
Shea Properties



Downtown Johnstown Wayfinding Phase 1 Bidding Resources

Advertisement Date: 05.26.2023
Bid Opening Date: 06.16.2023

BIDDER'S QUALIFICATIONS AND DATA

The signatory of this Statement guarantees the truth and accuracy of all statements and of answers to all questions herein. All questions must be answered clearly and comprehensively. If necessary, separate sheets may be attached. The Bidder may submit additional information. Failure to complete and return this Statement may render a bid non-responsive.

Name of Bidding Firm: DaVinci Sign Systems
Main Office Address: 4496 Bents Drive, Windsor, Colorado, 80550
Phone: 970-203-9292
Fax #: 970-203-9293

The Bidder is organized as a (corporation/partnership/other): S-Corporation & ESOP (Employee-owned)
In the state of: Colorado
Bidder's federal tax identification number (TIN): 20-1036036

General character of work performed by your organization and brief history of operations:
DaVinci Sign Systems is an award winning, full service signage company based in Windsor Colorado. DaVinci Sign Systems is known nationally for its precision design and dedication to fabricating long lasting and impactful signage elements. Building, permitting, and installing world class signage is no easy feat, and DaVinci Sign Systems has been accomplishing this task for over 19 years. With our recent transition to a Employee-owned company, we are proud to be a pioneer in the Colorado signage industry.

Does your firm have an officer, director, or agent or is also an officer or employee of the Town of Johnstown?
YES NO

Are there any Town of Johnstown agents of employees who own, directly or indirectly an interest in the bidder's firm or any of its branches?
YES NO

Bonding Limit: \$ \$1M single, \$5M Aggregate
Bonding Company: Trisura Insurance Company
Phone #: 405-594-4960
Address: 2 Stamford Plaza, Suite 1504, 281 Tresser Blvd, Stamford, CT 06901

The Town has a right to request financial statement(s) and other relevant information. Are you willing to submit such information at the Town's request?
YES NO

Submitted By: Brian Macke - Vice President
Date: 6-15-2023



Downtown Johnstown Wayfinding Phase 1 Bidding Resources

Advertisement Date: 05.26.2023
Bid Opening Date: 06.16.2023

(Person Submitting Bid)

QUALIFICATIONS

How many years have you been in business under your present firm or trade name? 19 Years

Under other names? N/A

Have you or your organization, or any office or partner thereof, failed to complete a contract?

YES NO

Within the last five years, has your organization been assessed liquidated damages for failing to complete a contract within the time specified?

YES NO

Has your organization been assessed any penalties for non-compliance violations of the Federal or State Labor laws and/or regulations within the last five years?

YES NO

Does your organization have any outstanding judgments, demands, or liens resulting from violating State Labor laws, Colorado Revised Statutes, Civil or Criminal decisions?

YES NO

Have there been any suits, liens, or surety claims against you or your organization over the past five years for non-payment of sums due subcontractors or suppliers for work completed?

YES NO

Has your organization been cited for violations of OSHA standards and requirements within the past five years?

YES NO

Is either the Bidder or its principals presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in this transaction by any department or agency?

YES NO

Have you ever been debarred or suspended by a government from consideration for the award of contracts?

YES NO

Please explain all questions answered "yes" in the section above on a separate sheet of paper. Include where and why, if applicable. Note that your answers do not necessarily disqualify your bid. For example, it is not uncommon for contractors of large projects to be charged liquidated damages in certain cases.



www.davincisign.com

OSHA Incident Details:

Item #7.

2019

OSHA Citation for Oxygen and Gas Cylinders being too close together and not tagged properly.

Location: DaVinci Sign Systems, 4496 Bents Drive, Unit A, Windsor CO, 80550

DaVinci Sign Systems remedied the citation by moving the cylinders further apart, correctly tagging them and chaining securely.

2020

OSHA Citation for incorrect fall protection, possible fall from scaffolding at 12.2 feet.

Location: 205 West Oak St, Fort Collins, CO

DaVinci Sign systems remedied the citation by providing correct training and manuals for proper use of scaffold work at height for the subcontractor under its direction.

FT. COLLINS: (970) 203-9292
DENVER: (303) 573-7446
CHEYENNE: (307) 220-4316
TOLL FREE: 1-866-DaVinci (328-4624)



4496 BENTS DRIVE - UNIT A
WINDSOR, CO 80550
108 W. LINCOLN WAY
CHEYENNE, WY 82001



Extraordinary Belongs To Those Who Create It



Downtown Johnstown Wayfinding Phase 1 Bidding Resources

Advertisement Date: 05.26.2023
Bid Opening Date: 06.16.2023

FIRM BACKGROUND AND EXPERIENCE

Total number of employees: 35
Total number of licensed professionals: 5 Installation Technicians Certified

Proposed Superintendent: Marcus Bean
Title: Operations Manager
Relevant degrees and/or certifications: BA From Metro State, Crane+Rigging Certified, CDL, OSHA10

Principals

List directors, officers, owners, managerial employees, or partners, and identify the ownership interest of each:

John Shaw - President
Eric Senesac - VP of Operations
Brian Macke - VP of Finance/Business Manager

Experience

List the experience of the principal members of your organization. If preferred, resumes may be submitted in lieu of form entry

Name: John Shaw
Title: President
Background/Years of Experience: 40

Relevant degrees and/or certifications: BS Industrial Sciences Colorado State University

Name: Eric Senesac
Title: Vice President/General Manager
Background/Years of Experience: 15 years in the sign industry, service, installation, Operations Manager, Vice President-General Manager.

Relevant degrees and/or certifications: Manufacturing & supervisor cert, previous journeyman electrician and electrical standards and codes cert.

Name: Brian Macke
Title: VP of Finance/Business Manager
Background/Years of Experience: 15 years in operations and financial management.

Relevant degrees and/or certifications: BS Economics, University of Michigan Ann Arbor, MBA Colorado State University



Downtown Johnstown Wayfinding Phase 1 Bidding Resources

Advertisement Date: 05.26.2023
Bid Opening Date: 06.16.2023

Similar Projects

List three projects of similar scope and budget to this project that your organization has performed work on:

Project Name: Estes Park Wayfinding
 Cost: \$285,000
 Location: Estes Park
 Reference Name: Trevor Wittwer
 Phone: 970-577-3724

Project Name: Meridian Towers
 Cost: \$3,000,000
 Location: Englewood, Colorado
 Reference Name: Chelsea Beckmann
 Phone: 303-486-1374

Project Name: Kinston Entry Signage
 Cost: \$1,000,000
 Location: Loveland Colorado
 Reference Name: Casey Milligan
 Phone: 970-669-3611

Contract(s) on Hand

List projects your organization is undertaking that will be concurrent with the Town's bid schedule. Include the anticipated completion date.

Project Name: DaVinci is not noting any projects that would interfere with the bid schedule of the Johnstown Wayfinding Project
 Schedule: _____
 Cost: _____
 Location: _____
 Subcontractor or Prime: _____
 Completion Date: _____

Project Name: _____
 Schedule: _____
 Cost: _____
 Location: _____
 Subcontractor or Prime: _____
 Completion Date: _____



Downtown Johnstown Wayfinding Phase 1 Bidding Resources

Advertisement Date: 05.26.2023
Bid Opening Date: 06.16.2023

SUBCONTRACTORS AND RELATED DATA

For each Subcontractor to be utilized, please provide the following information (use additional sheets as necessary). Please indicate what percentage of the Work to be assigned.

Firm Name: No Subcontractors to note in bid tabulation, electrical allowance is included, as well as concrete work allowance
Town Business License #: _____
Address: _____
Proposed work and percentage of total work to be assigned: _____
Percentage (%): _____

Firm Name: _____
Town Business License #: _____
Address: _____
Proposed work and percentage of total work to be assigned: _____
Percentage (%): _____

Firm Name: _____
Town Business License #: _____
Address: _____
Proposed work and percentage of total work to be assigned: _____
Percentage (%): _____

Firm Name: _____
Town Business License #: _____
Address: _____
Proposed work and percentage of total work to be assigned: _____
Percentage (%): _____

Firm Name: _____
Town Business License #: _____
Address: _____
Proposed work and percentage of total work to be assigned: _____
Percentage (%): _____



Downtown Johnstown Wayfinding Phase 1 Bidding Resources

Advertisement Date: 05.26.2023
Bid Opening Date: 06.16.2023

BID PROPOSAL

PROJECT: Johnstown Signage & Wayfinding Master Plan - Phase 1

In compliance with the Invitation to Bid, and subject to all conditions thereof, the undersigned: [Select one]

[Enter name if corporation] DaVinci Sign Systems
a corporation incorporated in the State of Colorado

OR

a partnership or limited partnership, registered in the State of _____
whose general partner(s) is/are: _____
[Enter name(s) of partner(s) if partnership] _____

OR

a sole proprietor, whose trade name is _____
[Enter if sole proprietor] _____
based in the Town/City of _____
State of _____

offers this Bid Proposal for the construction of all items listed at the prices shown on the following bid schedule.

(The attached bid schedule lists the various divisions of construction contemplated in the Plans and Specifications, together with an estimate of the units of each. With these units as the basis, extend each item, using the cost inserted in the unit column. Any total cost found inconsistent with the unit cost when the Bids are examined will be deemed in error and corrected to agree with the unit cost. Alternate Bids are optional).

The undersigned Bidder declares and stipulates that this Bid is made in good faith, without collusion or connection with any other person or persons bidding for the same Work, and that it is made subject to all the terms and conditions of the Invitation to Bid, Instructions for Bidders, Construction Contract, General Conditions, Special Conditions, the Technical Specifications, and the Plans pertaining to the Work to be done, all of which have examined by the undersigned.

Accompanying this Bid is a Bid Guarantee for 5% of the total Bid amount according to the Invitation to Bid and Instructions for Bidders.



Downtown Johnstown Wayfinding Phase 1 Bidding Resources

Advertisement Date: 05.26.2023
Bid Opening Date: 06.16.2023

The undersigned Bidder agrees to execute the Construction Contract, a Performance Bond and a Labor and Material Payment Bond within ten calendar days from the date when the written Notice of Award is delivered at the address given on this Bid Proposal. The Performance Bond and Labor and Material Payment Bond shall each be for the amount of the total of this Bid. The name and address of the corporate surety through which the Bidder proposes to furnish the specified Bonds is as follows:

[Enter name and address of surety] ~~Trisura Insurance Company, 2 Stamford Plaza, Suite 1504, 281 Tresser Blvd, Stamford, CT 06901~~

The submission of the Bid constitutes an agreement, and it shall not be withdrawn after the Bid Opening for a period of thirty days.

All the various phases of work enumerated in the Contract with individual jobs and overhead, whether specifically mentioned or not, are included by implication or appurtenance in the Contract. The Contractor shall perform all the various phases of work under one of the items listed in the bid schedule, irrespective of whether it is named in the schedule.

Payment for the Work performed will be according to the bid schedule, subject to changes as provided in the Contract.

The undersigned Bidder hereby acknowledges receipt of addenda numbers 1 through 2 **[Enter addenda numbers]**
Initials BM

The undersigned, being familiar with the existing conditions on the project area affecting the cost of the Work, the Bidding Documents and the Contract Documents, and having verified the quantities and the availability of materials and labor, hereby proposes to furnish all supervision, labor, materials, machinery, tools, appurtenances, equipment, supplies, and services, including utility and transportation service required to construct and complete the Project listed above, according to the Contract, within the time specified, and at the prices stated below. These prices are to cover all expenses incurred in performing the Work required under the Contract of which this Bid is a part.

(The approximate quantities of Work to be completed in-place under the Contract are identified in the bid schedule and are for the purpose of comparing Bids. These quantities have been Town of Johnstown Signage & Wayfinding Master Plan - Phase 1 estimated and the quantities used are for the general information of the Bidder, representing the major items of the Work to be done. Minor details are not listed but shall be part of the complete Contract).

The undersigned agrees to hold firm the Bid for thirty days for the purpose of the Town reviewing the Bids and investigating the qualifications of the Bidders prior to award of Contract. Extensions of time may be made if mutually agreed upon.

The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by the Town of Johnstown in verification of the recitals in this statement.

Downtown Johnstown Signage & Wayfinding Master Plan - Phase 1

Bid Tab/Bid Analysis Spreadsheet

DaVinci Sign Systems, Inc.						
Task #	Pay Item #	Description	Quantity	Unit	Unit Value in \$	Total Value in \$
Task A: Signage Fabrication						
A.1	1	Town and Consultant Coordination	1	LS	\$ 2,100.00	\$ 2,100.00
A.2	2	Prepare Sign Manufacturing Report Specifications (Electric and Non-Electric Signs)	1	LS	\$ 800.00	\$ 800.00
A.3	3	Prepare Sign Shop Drawings	1	LS	\$ 14,483.00	\$ 14,483.00
A.4	4	Prepare Final Record Documents – Per Quality Control Plan	1	LS	\$ 2,287.00	\$ 2,287.00
A.5	5	Prepare Sign Costs	1	LS	\$ 3,204.00	\$ 3,204.00
A.6	6	Prepare Warranty Plan for Town	1	LS	\$ 1,087.00	\$ 1,087.00
A.7	8	Signage Fabrication, Complete, Columnar Gateway (G1)	1	EA	\$ 43,218.57	\$ 43,218.57
A.8	9	Signage Fabrication, Complete, Curved Corner Gateway (G2)	1	EA	\$ 69,867.53	\$ 69,867.53
A.9	10	Signage Fabrication, Complete, Sculptural “J” Gateway (G2)	1	EA	\$ 71,427.30	\$ 71,427.30

A.10	11	Signage Fabrication, Complete, Pedestrian Kiosk (P2)	1	EA		\$ 14,241.99	\$ 14,241.99
						\$ 222,716.39	\$ 222,716.39
TASK A TOTALS							

Task B: Signage Installation

B.1	12	Town and Consultant Coordination	1	LS		\$ 2,000.00	\$ 2,000.00
B.2	13	Site Visit (Confirm Sign Locations, Utilities, Other Installation Site Factors)	1	LS		\$ 3,348.00	\$ 3,348.00
B.3	14	Prepare Construction Plan Documents	1	LS		\$ 4,500.00	\$ 4,500.00
B.4	15	Obtain Necessary Permits and Certifications (In Conjunction with Town Staff)	1	LS		\$ 1,500.00	\$ 1,500.00
B.5	16	Prepare a "Construction Safety and Phasing Plan" (CSPP) – Including Traffic Control	1	LS		\$ 4,500.00	\$ 4,500.00
B.6	17	Coordinate with Utility, Agency and Service Providers	1	LS		\$ 2,100.00	\$ 2,100.00
B.7	18	Removal/Demolition Existing Signs	1	LS		\$ 5,000.00	\$ 5,000.00
B.8	19	Survey and Stake Sign Installation Locations	1	LS		\$ 1,200.00	\$ 1,200.00

B.9	20	Coordinate/Contract with Local-Area Contract Suppliers (Materials and Services)	1 LS	\$ 750.00	\$ 750.00	
B.10	21	Signage Support Footings & Electrical Connections	1 LS	\$ 72,648.00	\$ 72,648.00	
B.11	22	Signage Installation, Complete, Columnar Gateway (G1)	1 EA	\$ 37,411.00	\$ 37,411.00	
B.12	23	Signage Installation, Complete, Curved Corner Gateway (G2)	1 EA	\$ 47,651.93	\$ 47,651.93	
B.13	24	Signage Fabrication, Complete, Sculptural "J" Gateway (G2)	1 EA	\$ 35,083.25	\$ 35,083.25	
B.14	25	Signage Fabrication, Complete, Pedestrian Kiosk (P2)	1 EA	\$ 17,624.81	\$ 17,624.81	
B.15	26	Conduct Project Inspections, Punchlist Items, and Project Closeout	1 LS	\$ 2,900.00	\$ 2,900.00	
B.16	27	Prepare Sign Repair/Maintenance Plan for Town	1 LS	\$ 800.00	\$ 800.00	
				\$ 239,016.99	\$ 239,016.99	
				TASK B TOTALS		

\$ 461,733.38	\$ 461,733.38
TASK A + TASK B TOTALS	



www.davincisign.com

Additional Line Items as requested

Item #7.

Electrical allowance

Proposed costs include electrical allowances per locations assumed based on drawings

Performance and Payment bond

Total cost is 1% of the total contract, as noted in the bidding documents this is added after award. This is per the RFI reply in Addendum 2

Liquidated Damages

No Liquidated damages noted in bid docs. If LD's are to be added contract pricing may shift accordingly.

Permitting

With time of the essence, it is understood that the town will allow DaVinci sign systems to begin fabrication prior to having a permit in hand from the Town of Johnstown.

Engineering

Upon review by a licensed Colorado Engineer, foundations may need to be changed, or support structures modified. Costing may reflect changes if major changes are required.

Design Changes

It is understood that the final design and fabrication details of the signs may change, and the project may need re-pricing based upon these changes.

FT. COLLINS: (970) 203-9292
DENVER: (303) 573-7446
CHEYENNE: (307) 220-4316
TOLL FREE: 1-866-DaVinci (328-4624)



4496 BENTS DRIVE - UNIT A
WINDSOR, CO 80550
108 W. LINCOLN WAY
CHEYENNE, WY 82001





Phase 1 Bidding Resources

Advertisement Date: 05.26.2023

Bid Opening Date: 06.16.2023

BIDDER'S QUALIFICATIONS AND DATA

The signatory of this Statement guarantees the truth and accuracy of all statements and of answers to all questions herein. All questions must be answered clearly and comprehensively. If necessary, separate sheets may be attached. The Bidder may submit additional information. Failure to complete and return this Statement may render a bid non-responsive.

Name of Bidding Firm: K Team Capital LLC DBA Arapahoe Sign Arts
 Main Office Address: 1135 W Mississippi Ave, Denver, CO, 80223
 Phone: 303-937-1915
 Fax #: N/A

The Bidder is organized as a (corporation/partnership/other): Other (LLC)
 In the state of: Colorado
 Bidder's federal tax identification number (TIN): 47-2510479

General character of work performed by your organization and brief history of operations:
 Arapahoe Sign Arts is an Architectural sign company that specializes in Turn-key Exterior Wayfinding Signage Packages. ASA has been in business since 1995 and has a "Is it Safe" model that allows us to prioritize safety, quality, schedule, and/or cost. Our primary focus is public safety, protection of client assets and image, outstanding customer service and fulfillment of our design build services

For more information, reference Section a.i.) in ASA Proposal-01

Does your firm have an officer, director, or agent or is also an officer or employee of the Town of Johnstown?
 YES NO

Are there any Town of Johnstown agents of employees who own, directly or indirectly an interest in the bidder's firm or any of its branches?
 YES NO

Bonding Limit: \$ \$3,000,000
 Bonding Company: Liberty Mutual Surety
 Phone #: 206-473-6210
 Address: PO Box 34526 Seattle, WA 98124

The Town has a right to request financial statement(s) and other relevant information. Are you willing to submit such information at the Town's request?
 YES NO

Submitted By: Kevin Franke
 Date: 05/01/2023



Phase 1 Bidding Resources

Advertisement Date: 05.26.2023

Bid Opening Date: 06.16.2023

(Person Submitting Bid)

QUALIFICATIONS

How many years have you been in business under your present firm or trade name? 28 Years

Under other names? _____

Have you or your organization, or any office or partner thereof, failed to complete a contract?

YES NO

Within the last five years, has your organization been assessed liquidated damages for failing to complete a contract within the time specified?

YES NO

Has your organization been assessed any penalties for non-compliance violations of the Federal or State Labor laws and/or regulations within the last five years?

YES NO

Does your organization have any outstanding judgments, demands, or liens resulting from violating State Labor laws, Colorado Revised Statutes, Civil or Criminal decisions?

YES NO

Have there been any suits, liens, or surety claims against you or your organization over the past five years for non-payment of sums due subcontractors or suppliers for work completed?

YES NO

Has your organization been cited for violations of OSHA standards and requirements within the past five years?

YES NO

Is either the Bidder or its principals presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in this transaction by any department or agency?

YES NO

Have you ever been debarred or suspended by a government from consideration for the award of contracts?

YES NO

Please explain all questions answered "yes" in the section above on a separate sheet of paper. Include where and why, if applicable. Note that your answers do not necessarily disqualify your bid. For example, it is not uncommon for contractors of large projects to be charged liquidated damages in certain cases.



Phase 1 Bidding Resources

Advertisement Date: 05.26.2023

Bid Opening Date: 06.16.2023

FIRM BACKGROUND AND EXPERIENCE

Total number of employees: 32

Total number of licensed professionals: 0

Proposed Superintendent: Kevin Franke

Title: Art Director & Project Specialist

Relevant degrees and/or certifications: Bachelor of Science in Sustainable Product Design & Innovation

Principals

List directors, officers, owners, managerial employees, or partners, and identify the ownership interest of each:

James Kunsman - 30.2 % Paul Vanderspek - 25.6%
 No other members active in management and none share greater than 20%

Experience

List the experience of the principal members of your organization. If preferred, resumes may be submitted in lieu of form entry

Name: James Kunsman

Title: President

Background/Years of Experience: Spent 14 years working for large corporations around the world before getting into the sign industry with the acquisition of Arapahoe Sign Arts (ASA). Starting with Ford Motor Company in supply chain and operations management, his last assignment was Program Manager responsible for Sales & Marketing, Engineering and Operations Planning for a new product design. Surrounded by a team of talented professionals, Jimmy is free to focus on strategic direction of the company. Since the acquisition of ASA, we acquired Altitude Custom Signs and have nearly doubled revenue by successfully completing larger and more complex projects across a broader geography.

Relevant degrees and/or certifications: MBA from Purdue University in 1997

Name: Paul Vanderspek

Title: Operations General Manager

Background/Years of Experience: Paul has five years of General Management in the sign industry and during that time has run the fabrication facility for Arapahoe Sign Arts and DH Wholesale Signs. In addition to running the operations for ASA and DHW Paul teaches supply chain management at Colorado State University, which he has done for 16 years. Prior to entering the sign industry Paul worked in purchasing and distribution for Intel, HP, Agilent and TTI. Paul has substantial experience running large projects and brings that project management experience to Arapahoe Sign Arts to efficiently manage large scale production efforts for Arapahoe's clients.

Relevant degrees and/or certifications: MBA from Purdue University and an MS in Economics from the University of Iowa Two APICS certifications in Production and Inventory Management and Certified Supply Chain Professional



Phase 1 Bidding Resources

Advertisement Date: 05.26.2023

Bid Opening Date: 06.16.2023

Similar Projects

List three projects of similar scope and budget to this project that your organization has performed work on:

Project Name: WSB > First National Bank of Omaha Turn Over (10 Locations) Electrical, Concrete, Removal, Fab & Installation
 Cost: \$700,000
 Location: Norther Colorao, Souther WY, Western NE
 Reference Name: Jim McDaniel
 Phone: 402-602-3209

Project Name: Riverdale Animal Shelter - Interior & Exterior Wayfinding & On-Building Signage
 Cost: \$211,000
 Location: Brighton, CO
 Reference Name: Cat Townsend, Adams County
 Phone: 720-523-6304

Project Name: ECI - Adams County Veterans Memorial
 Cost: \$70,000
 Location: Brighton, CO
 Reference Name: Scott Hill
 Phone: 970.685.0945

Contract(s) on Hand

List projects your organization is undertaking that will be concurrent with the Town's bid schedule. Include the anticipated completion date.

Project Name: UCH East View Medical Center
 Schedule: Wrapping up in Production, Mobilizing for install for a 6/30/23 completion
 Cost: \$403,722
 Location: Colorado Springs
 Subcontractor or Prime: Subcontractor
 Completion Date: 9/30/23

Project Name: Catamount - Prime West -- Claro Apartments
 Schedule: Phased out, Phase 1 installing 1st week of July, signs are all fabricated and ready for install
 Cost: \$111,000
 Location: Aurora, CO
 Subcontractor or Prime: Subcontractor
 Completion Date: Early 2024



Phase 1 Bidding Resources

Advertisement Date: 05.26.2023

Bid Opening Date: 06.16.2023

SUBCONTRACTORS AND RELATED DATA

For each Subcontractor to be utilized, please provide the following information (use additional sheets as necessary). Please indicate what percentage of the Work to be assigned.

Firm Name: JVA Engineering
Town Business License #: TBD
Address: 213 Linden Street, Suite 200, Fort Collins, CO
Proposed work and percentage of total work to be assigned: Below Grade Stamped Engineering & "J" Internal Structure
Percentage (%): 1.6%

Firm Name: Scott's Masonry, Inc.
Town Business License #: TBD
Address: 264 Hunters Cove Drive Mead, CO 80542
Proposed work and percentage of total work to be assigned: Brick / Masonry Work
Percentage (%): 11.1%

Firm Name: Total Concrete Services
Town Business License #: TBD
Address: 4462 Hilltop Rd., Longmont, CO 80504
Proposed work and percentage of total work to be assigned: Concrete & Excavation Services
Percentage (%): 3%

Firm Name: Colorado Barricade
Town Business License #: TBD
Address: 2295 S Lipan St, Denver, CO
Proposed work and percentage of total work to be assigned: Traffic Control
Percentage (%): 4%

Firm Name: Conduct All Electric OR MC Electrical
Town Business License #: TBD
Address: 7352 Greenridge Road #A4 // 1833 S Owens St Lakewood, CO 80232
Proposed work and percentage of total work to be assigned: Electrical Services
Percentage (%): 7.7%



Phase 1 Bidding Resources

Advertisement Date: 05.26.2023

Bid Opening Date: 06.16.2023

BID PROPOSAL

PROJECT: Johnstown Signage & Wayfinding Master Plan - Phase 1

In compliance with the Invitation to Bid, and subject to all conditions thereof, the undersigned: [Select one]

[Enter name if corporation] (LLC) K Team Capital LLC, DBA Arapahoe Sign Arts

a corporation incorporated in the State of Colorado

OR

a partnership or limited partnership, registered in the State of _____

whose general partner(s) is/are: _____

[Enter name(s) of partner(s) if partnership] _____

OR

a sole proprietor, whose trade name is _____

[Enter if sole proprietor] _____

based in the Town/City of _____

State of _____

offers this Bid Proposal for the construction of all items listed at the prices shown on the following bid schedule.

(The attached bid schedule lists the various divisions of construction contemplated in the Plans and Specifications, together with an estimate of the units of each. With these units as the basis, extend each item, using the cost inserted in the unit column. Any total cost found inconsistent with the unit cost when the Bids are examined will be deemed in error and corrected to agree with the unit cost. Alternate Bids are optional).

The undersigned Bidder declares and stipulates that this Bid is made in good faith, without collusion or connection with any other person or persons bidding for the same Work, and that it is made subject to all the terms and conditions of the Invitation to Bid, Instructions for Bidders, Construction Contract, General Conditions, Special Conditions, the Technical Specifications, and the Plans pertaining to the Work to be done, all of which have examined by the undersigned.

Accompanying this Bid is a Bid Guarantee for 5% of the total Bid amount according to the Invitation to Bid and Instructions for Bidders.



Phase 1 Bidding Resources

Advertisement Date: 05.26.2023

Bid Opening Date: 06.16.2023

The undersigned Bidder agrees to execute the Construction Contract, a Performance Bond and a Labor and Material Payment Bond within ten calendar days from the date when the written Notice of Award is delivered at the address given on this Bid Proposal. The Performance Bond and Labor and Material Payment Bond shall each be for the amount of the total of this Bid. The name and address of the corporate surety through which the Bidder proposes to furnish the specified Bonds is as follows:

[Enter name and address of surety] Liberty Mutal Surety
PO Box 34526 Seattle, WA 98124

The submission of the Bid constitutes an agreement, and it shall not be withdrawn after the Bid Opening for a period of thirty days.

All the various phases of work enumerated in the Contract with individual jobs and overhead, whether specifically mentioned or not, are included by implication or appurtenance in the Contract. The Contractor shall perform all the various phases of work under one of the items listed in the bid schedule, irrespective of whether it is named in the schedule.

Payment for the Work performed will be according to the bid schedule, subject to changes as provided in the Contract.

The undersigned Bidder hereby acknowledges receipt of addenda numbers 1 through 2 [Enter addenda numbers]
Initials KF

The undersigned, being familiar with the existing conditions on the project area affecting the cost of the Work, the Bidding Documents and the Contract Documents, and having verified the quantities and the availability of materials and labor, hereby proposes to furnish all supervision, labor, materials, machinery, tools, appurtenances, equipment, supplies, and services, including utility and transportation service required to construct and complete the Project listed above, according to the Contract, within the time specified, and at the prices stated below. These prices are to cover all expenses incurred in performing the Work required under the Contract of which this Bid is a part.

(The approximate quantities of Work to be completed in-place under the Contract are identified in the bid schedule and are for the purpose of comparing Bids. These quantities have been Town of Johnstown Signage & Wayfinding Master Plan - Phase 1 estimated and the quantities used are for the general information of the Bidder, representing the major items of the Work to be done. Minor details are not listed but shall be part of the complete Contract).

The undersigned agrees to hold firm the Bid for thirty days for the purpose of the Town reviewing the Bids and investigating the qualifications of the Bidders prior to award of Contract. Extensions of time may be made if mutually agreed upon.

The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by the Town of Johnstown in verification of the recitals in this statement.

Downtown Johnstown Signage & Wayfinding Master Plan - Phase 1

Bid Tab/Bid Analysis Spreadsheet

Task #	Pay Item #	Description	Quantity	Unit	Fabricator Name		
					Unit Value in \$	Total Value in \$	
Task A: Signage Fabrication							
A.1	1	Town and Consultant Coordination	1	LS	\$ 1,500.00	\$ 1,500.00	
A.2	2	Prepare Sign Manufacturing Report Specifications (Electric and Non-Electric Signs)	1	LS	\$ 1,000.00	\$ 1,000.00	
A.3	3	Prepare Sign Shop Drawings	1	LS	\$ 4,800.00	\$ 4,800.00	
A.4	4	Prepare Final Record Documents – Per Quality Control Plan	1	LS	\$ 1,000.00	\$ 1,000.00	
A.5	5	Prepare Sign Costs	1	LS	\$ 2,000.00	\$ 2,000.00	
A.6	6	Prepare Warranty Plan for Town	1	LS	\$ 1,500.00	\$ 1,500.00	
A.7	8	Signage Fabrication, Complete, Columnar Gateway (G1)	1	EA	\$ 89,628.00	\$ 89,628.00	
A.8	9	Signage Fabrication, Complete, Curved Corner Gateway (G2)	1	EA	\$ 156,755.00	\$ 156,755.00	
A.9	10	Signage Fabrication, Complete, Sculptural "J" Gateway (G2)	1	EA	\$ 81,096.00	\$ 81,096.00	
A.10	11	Signage Fabrication, Complete, Pedestrian Kiosk (P2)	1	EA	\$ 49,887.00	\$ 49,887.00	
					\$ 389,166.00	\$ 389,166.00	
					TASK A TOTALS		
Task B: Signage Installation							
B.1	12	Town and Consultant Coordination	1	LS	\$ 1,500.00	\$ 1,500.00	
B.2	13	Site Visit (Confirm Sign Locations, Utilities, Other Installation Site Factors)	1	LS	\$ 4,000.00	\$ 4,000.00	
B.3	14	Prepare Construction Plan Documents	1	LS	\$ 1,500.00	\$ 1,500.00	
B.4	15	Obtain Necessary Permits and Certifications (in Conjunction with Town Staff)	1	LS	\$ 500.00	\$ 500.00	
B.5	16	Prepare a "Construction Safety and Phasing Plan" (CSPP) – Including Traffic Control	1	LS	\$ 21,180.00	\$ 21,180.00	
B.6	17	Coordinate with Utility, Agency and Service Providers	1	LS	\$ 1,500.00	\$ 1,500.00	
B.7	18	Removal/Demolition Existing Signs	1	LS	\$ -	\$ -	Factored into the Fab Cost
B.8	19	Survey and Stake Sign Installation Locations	1	LS	\$ 3,000.00	\$ 3,000.00	
B.9	20	Coordinate/Contract with Local-Area Contract Suppliers (Materials and Services)	1	LS	\$ 5,000.00	\$ 5,000.00	
B.10	21	Signage Support Footings & Electrical Connections	1	LS	\$ 63,590.00	\$ 63,590.00	Support Footers excavation, structure, etc. factored in the Fab Cost. This pricing reflects Electrical and Engineering
B.11	22	Signage Installation, Complete, Columnar Gateway (G1)	1	EA	\$ 6,840.00	\$ 6,840.00	
B.12	23	Signage Installation, Complete, Curved Corner Gateway (G2)	1	EA	\$ 9,440.00	\$ 9,440.00	
B.13	24	Signage Fabrication, Complete, Sculptural "J" Gateway (G2)	1	EA	\$ 5,310.00	\$ 5,310.00	
B.14	25	Signage Fabrication, Complete, Pedestrian Kiosk (P2)	1	EA	\$ 4,720.00	\$ 4,720.00	
B.15	26	Conduct Project Inspections, Punchlist Items, and Project Closeout	1	LS	\$ 1,300.00	\$ 1,300.00	
B.16	27	Prepare Sign Repair/ Maintenance Plan for Town	1	LS	\$ 1,500.00	\$ 1,500.00	
					\$ 130,880.00	\$ 130,880.00	
					TASK B TOTALS		
					\$ 520,046.00	\$ 520,046.00	
					TASK A + TASK B TOTALS		



ArapahoeSignArts
ALTITUDE SIGNS

1135 West Mississippi Avenue, Denver. CO 80223. Tel: 303 937 1915

June 16, 2023

Attn: Sarah Crosthwaite
Project Manager

Attn: Kristin Cypher
Project Consultant

Arapahoe Sign Arts (ASA) is pleased to provide this proposal for the Downtown Johnstown Wayfinding Signage - Phase 1

Proposal Discussion

This proposal is being presented in the following format:

- a. General Information about the Firm, company information & firm profile:
 - i. History and Business Profile
- b. Firm's Qualifications
 - i. Relevant Projects of Similar Scope
 - ii. Prime Proposal Contact
 - iii. Key Personnel Team Members
- c. Scope of Services
 - i. Staffing Plan
 - ii. Timeline & GANTT Chart
 - iii. Budgets & Allowances
 - iv. Construction Necessitated Changes
 - v. Maintenance, QC, Service Plan, Value Engineering
 - vi. Local Community Sourcing
 - vii. Addendums
- d. Pricing
- e. General Items
 - i. Quality Assurance and Initiatives
 - ii. Scheduling and Project Management

- iii. Cost Management
- iv. ASA General Warranty
- v. Other Discussions and Considerations
- vi. ASA Commitment

a.) General Information about the Firm, Company Information & Firm Profile

i.) History and Business Profile

Arapahoe Sign Arts is a leading privately held, Denver based Architectural sign company that has been in business since 1995. The philosophy of ASA is clear and straightforward. Our primary focus for any project is public safety, protection of client assets and image, outstanding customer service, creativity, resourcefulness, and fulfillment of our design build services. We do this by translating technical specifications to fabricated products, but also by examining the concepts themselves on a deeper level to understand the true needs and desires of the client behind the requirements. ASA proudly staffs a deep network of craftsmen, signage designers, and construction professionals to execute work of broad and often dramatic scope.

We are uniquely positioned to be a large enough fabricator to command priority with our suppliers and vendors and to marshal sufficient resources for all scopes of work. We continue to develop and improve corresponding project management systems to support this multidisciplinary model.

In addition to these critical elements of our philosophy, we model our working methods on an "Is it Safe" concept. This allows us to continuously assess how our decisions impact Quality, Schedule, and/or Cost. All of these issues relate directly to a Customer Service-centered environment and successful, sustainable business relationships.

B.) Firm’s Qualifications

i.) Relevant Projects of Similar Scope

Riverdale Animal Shelter – Adams County

Interior & Exterior Wayfinding, On-building signage & ADA Signage
Turn-Key Design & Development, Fabrication, & Installation

Completed: Spring 2022, Cost: ~\$211k,

Contact: Cat Townsend, ADCO, 720-523-6304, CTownsend@adcogov.org



Western States Bank > First National Bank Change Over – FNBO

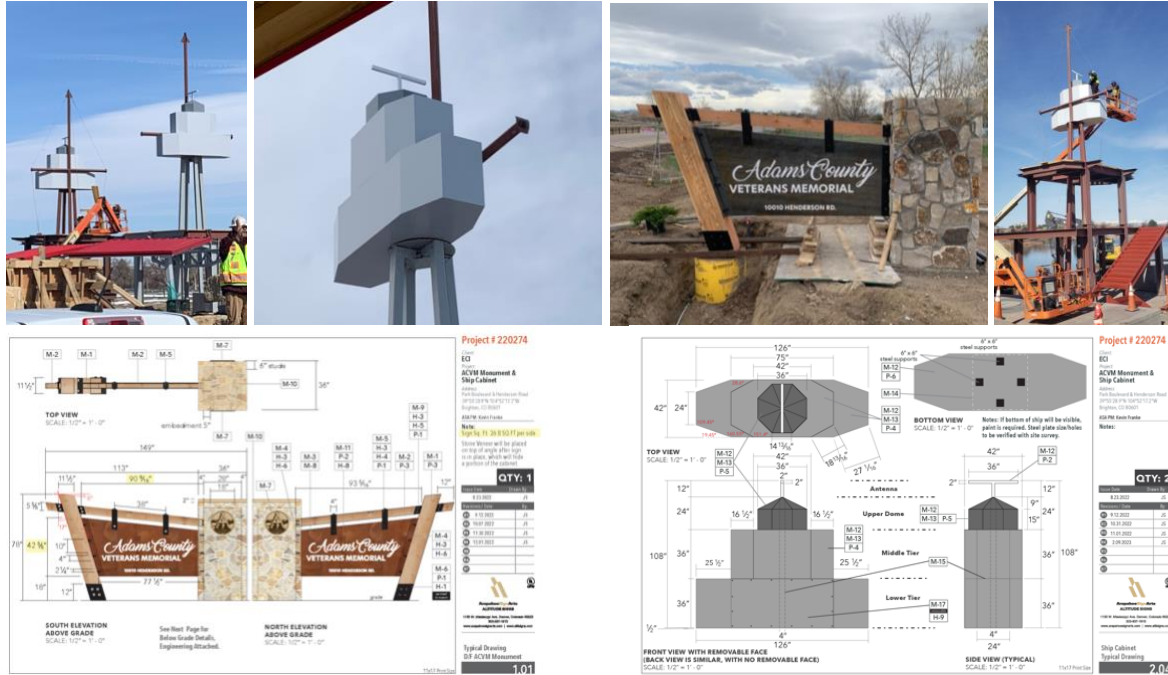
(7) Loc. Change overs from WSB>FNBO and (3) WSB Removals, all to be installed in (1) weekend
Technical Shop Drawings, Fabrication, & Installation

Completed: November 2022, Cost ~696k

Contact: Jim McDaniel, FNBO, 402-602-3209, jmcdaniel@fnni.com



ECI – Adams County Verterans Memorial
 Monument ID & Decorative Ship Cabinets
 Technical Shop Drawings, Fabrication, Installation
 Completed: May, 2023, Cost ~70k
 Scott Hill, ECI Superintendent, 970.685.0945, Scott.hill@ecisite.net



Colorado Air and Space Port
 Directional Wayfinding, Monument, On-Building ID Signage
 Technical Shop Drawings, Fabrication, & Below & Above Grade Concrete Installation
 Completed: 2019, Cost ~282K



ii.) Prime Proposal Contact

Name: Kevin Franke
 Work Address: 1135 W Mississippi Ave, Denver, CO
 Cell Phone: 720-582-1157
 Office Phone: 303-937-1915
 Email: Kfranke@arapahoesignarts.com

iii.) Key Personnel Team Members

<u>Key Roles</u>	<u>Name</u>
Executive Sponsor	James Kunsman
Project Director	Kevin Franke
Project Administration	Melanie Rowen
Operations General Manager	Paul Vanderspek
Operation & CAD Manager	Vincent Stensrud

Kevin Franke – Art Director & Project Specialist

Kevin has 5 years of experience with Arapahoe Sign Arts and is our primary account manager for turn-key fabrication & installation projects like the Mt. Crested Butte Signage & Wayfinding project. With a background in woodworking and industrial design, he has a deep understanding of how signs get built and is able to manage resource to get projects completed in a timely manner.

Dave Richardson – Production Project Manager

Dave brings 15 years of sign fabrication experience to Arapahoe Sign Arts, serving as the production manager for cabinet fabrication. Dave works closely with customers to understand design intent and creates fabrication plans to bring those projects to fruition. Dave works closely with Arapahoe's art team, the computer aided design and manufacturing teams, and the fabricators to efficiently move projects through production, with a focus on quality, safety, timeline, serviceability, and ease of installation. Dave currently manages a team of six experienced fabricators in the cabinet shop to ensure successful completion of projects to the customer's timelines.

Vincent Stensrud – CAD & Letter Production Manager

Vincent is in charge of Arapahoe's computer aided design department (CAD) and manages four letter shop fabricators. Vincent is skilled at customer relationship management, working closely with customers to bring even the most elaborate designs to life. Vincent determines the build plan for each project and then designs the parts required to complete fabrication. Vincent has twelve years of sign design and fabrication experience.

Paul Vanderspek – Operations General Manager

Paul has five years of General Management in the sign industry and during that time has run the fabrication facility for Arapahoe Sign Arts and DH Wholesale Signs. Paul earned an MBA from Purdue University and an MS in Economics from the University of Iowa, and has two APICS certifications in Production and Inventory Management and Certified Supply Chain Professional. In addition to running the operations for ASA and DHW Paul teaches supply chain management at Colorado State University, which he has done for 16 years. Prior to entering the sign industry Paul worked in purchasing and distribution for Intel, HP, Agilent and TTI. Paul has substantial experience running large projects and brings that project management experience to Arapahoe Sign Arts to efficiently manage large scale production efforts for Arapahoe's clients.

Jimmy Kunsman – President

Jimmy earned an MBA from Purdue University in 1997 and spent 14 years working for large corporations around the world before getting into the sign industry with the acquisition of Arapahoe Sign Arts (ASA). Starting with Ford Motor Company in supply chain and operations management, his last assignment was Program Manager responsible for Sales & Marketing, Engineering and Operations Planning for a new product design. Surrounded by a team of talented professionals, Jimmy is free to focus on strategic direction of the company. Since the acquisition of ASA, we acquired Altitude Custom Signs and have nearly doubled revenue by successfully completing larger and more complex projects across a broader geography.

Melanie Rowen – Office Manager

Melanie has 7 years of experience with Arapahoe Sign Arts. Originally hired to manage the day to day functions of the front office including bookkeeping, accounts payable and accounts receivable management. With a background in commercial lending Melanie became the contract administrator for ASA to include completion of AIA documents, and O&M documents for close-out. During her time with ASA she has also worked as the safety coordinator.

c.) Scope of Services

i. Staffing Plan

ASA will have a dedicated Project Manager to see this job from beginning to completion. They will also be the main point of contact for initial engagement and project kick offs. Kevin Franke will be the dedicated point of contact.

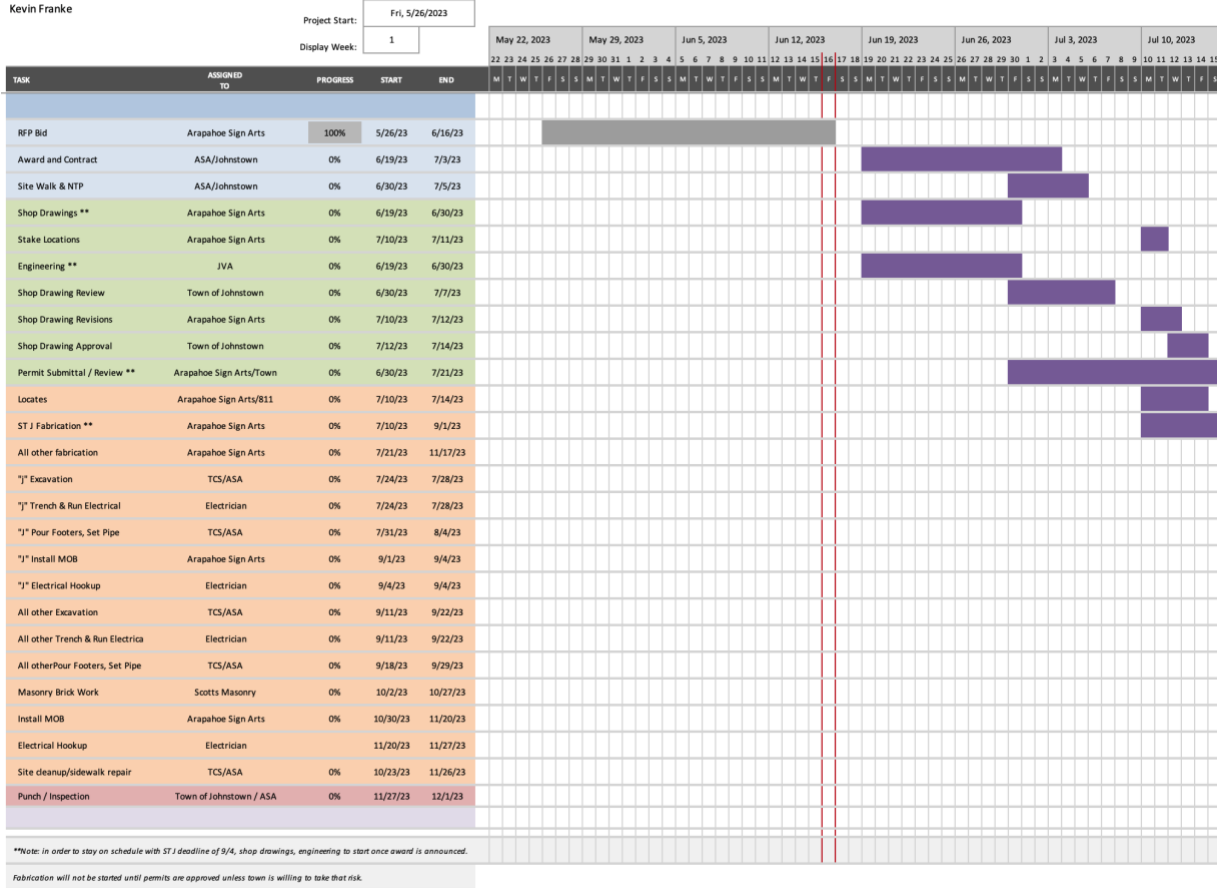
ASA has a team of professionals with combined decades of signage experience and they all collaborate and work as a team and consult with each other along the way. Jimmy Kunsman: President, Paul Vanderspek: Operations Manager, and Vincent Stenstrud: CAD & Letter Production manager, all highlighted above, are also key primary roles that support our staff throughout each jobs lifecycle.

ii. Timeline & GANTT Chart

ASA has prepared a GANTT chart outlining the work to be taken place over the next 5 months to successfully execute this project in accordance with the requested Town of Johnstown schedule with the importance of getting the “J” sign installed first. Upon award, further breakdown of Gantt chart to be explored with the Town of Johnstown input.

Downtown Johnstown Signage & Wayfinding Master Plan - Phase 1

Arapahoe Sign Arts
Kevin Franke



Please reference note above about “J”. It is imperative to the fabrication schedule that we get this drawn, engineered, and submitted to permits ASAP upon award announcement to stay on track. Fabrication will not be started until permits are approved unless the town is willing to take the risk that if the sign is not approved then costs will need to be recuperated. This schedule assumes the “J” permit approval on or before 7/10/23 in order to start fabrication.

iii. Timeline and Budgets

With the use of a detailed Gantt Chart, this project will stay on track and show all phases of deliverables and client review periods. Timelines can be adjusted based on client urgency and needs. ASA will provide weekly status reports to the Owner detailing progress. ASA understands the urgency of having the “J” sign installed first for the requested 9/4/23 date.

iv. Construction Necessitated Changes

There are times where the engineer will require a larger footer, more rebar and support. If engineer requires larger footer, pricing may be re-evaluated. Occasionally there may be restrictions with utility lines in the way and ASA will work with the Town of Johnstown for correct sign placement.

Electrical pricing is an allowance and upon award, pricing will need to be re-evaluated based on existing power specifications provided by the city.

- Pricing assumes 65' linear foot distance to the nearest power source and 10' within the structure that houses the power source. Additional length can be estimated at \$50/LF.
- Pricing includes Boring, Trenching, Excavation to get the power to the sign location.
- Pricing includes (1) 120v, 20a connection and panel circuit breaker with PVC conduit stubbed at ea. location and primary power final hookups. Pricing also includes (1) weatherproof junction box, and a flexible 4' conduit whip, and a switch for connection to each sign.
- Pricing assumes we are able to utilize gear in the existing structure and that no new panel boards are needed at the power source.

Pricing for concrete slab re-work is an allowance and depending on how much electrical trenching is needed, pricing will be evaluated.

Currently the curved gateway is priced as removing the existing brick structure. After consulting with the Mason in the field, we have determined that even if the brick that is currently layed is still available for purchase, the weathered color of the existing bricks and grout lines will not look good with the additional brick work, simply put, it will look like a patch job. We have priced this with the assumption of building an entirely new brick wall.

If large boulders are in the way and explosives, jackhammers, drill rig etc. are needed, there may be a price increase.

During the shop drawing process, we will determine side, plan, and more detailed views of our fabrication approach based on this design intent. We will need to re-evaluate pricing should there be manufacturability or tolerance issues.

For example, the engineer may need us to add additional internal structure than originally estimated and the "J" stroke would need to be increased in order to allow plenty of room for framework structure, access, LEDs, steel support, etc.

Should these signs be over budget, ASA is happy to work with Michael Baker and the Town of Johnstown to Value Engineer different aspects of these signs to make them more affordable while keeping true to the original design intent.

v.) Maintenance, QC, Service Plan

Arapahoe Sign Arts has established relationships with multiple government municipalities when it comes to sign maintenance and service. Examples:

- City of Aspen – Bus Transit
 - o On-going & On-Call Maintenance when signs are damaged. Breakaway poles utilized and signs designed for ease of panel replacement
- City of Thornton – Project ID Boards
 - o 5 Year Contract, Refurbish existing signs, fabricate and install new signs
- Town of Mountain Village
 - o Reoccurring orders to update sign panels with new branding or verbiage.
- Adams County
 - o ASA is the go-to sign fabricator and installation company for all ADCO repairs, maintenance, and updates around their various jobsites in Adams County

ASA has very good file management and captures accurate “as-built” documents in their art department. CAD is programmed that faces can be replaced and updated with ease. We plan on fabricating the signs with C/S screws to remove face panels when need to be updated or refurbished.

ASA is familiar with working with towns/cities around Colorado and is actively managing on-call maintenance with the projects mentioned above. Most of these projects there is no contract. The project contacts, like City of Aspen, have been very pleased with ASA’s services and continue to call on ASA year over year to keep the signs refreshed, updated, accurate, and looking pristine.

With utilizing local subcontractors, on-call electrical services will be quick and easy. In addition, supporting local business is beneficial to the Town of Johnstown community.

vi.) Local Community Sourcing

ASA plans on utilizing local subcontractors to complete this work. Although Arapahoe Sign Arts headquarter branch is located in Denver, CO, our wholesale manufacturing branch is located in Fort Collins. We have a fabricator that lives in the Town of Johnstown, named Gerry.

Scotts Masonry is located in Weld County, Conduct All Electric is located 10 miles north in Windsor, and Total Concrete Services owner, Robin, lives in Johnstown.

vii.) Addendums

ASA Acknowledges Addendum 1, & 2

d.i.) Pricing

Please reference “20220616 231152 - ASA Bid Tab” for cost breakdown.

e.) General Items**i. Quality Assurance and Initiatives**

Beginning with site surveys and scope definition, programming and message schedule development, through submittals, installation and closeout, ASA performs comprehensive quality checks throughout the process to ensure our clients receive products of quality above industry standards. Our rigid quality control processes allow ASA to warrant their products longer than the majority of sign companies.

ii. Scheduling and Project Management

Honoring time commitments is as important to ASA as it is to our clients. Utilization of formal project management tools allows us to recognize task start dates and proactively identify and remove constraints across the entire value chain. Close collaboration with general contractors and other specialty trades helps keep the entire project on track.

iii. Cost Management

When thinking about cost, ASA is all about total cost of ownership. Understanding client needs and wants helps to identify true value engineering opportunities so that no costs are incurred other than those truly needed for a successful outcome.

iv. ASA General Warranty & Liability:

Workmanship: 1 year (damage by nature and others excluded)

LED's, power supplies, and other 3rd party equipment: Per Manufacturer warranty, labor may be additional

Arapahoe Sign Arts, hereby states, that it shall not be held responsible and assumes no liability for any incidents or injuries resulting from individuals climbing on the “J” sign. The sign will be engineered and designed specifically for sitting on the bottom portion of the “J” and any activities involving climbing on the top are strictly prohibited. Interacting with the sign in any manner other than sitting is done so at one's own risk.

v. Other Discussions and Considerations:

Arapahoe Sign Arts is prepared to provide to the Owner additional qualifications including financial history, previous experience, commitments on the books, and other information if required. Additional examples and references are available upon request.

We at ASA view our work as an opportunity to create value for our clients. Our job is to provide the added value and excellence you expect.

vi. ASA Commitment

We understand that a project like this requires an understanding of, and responsiveness to, the requirements of multiple goals, motives, priorities and timelines. It is work that, by nature, demands communication on all levels, respect for the process of many disciplines, and competence under pressure. We hope our ability to establish and maintain effective working relationships with multidisciplinary teams will benefit this process.

ASA remains available to address questions and comments as they relate to this proposal at your convenience. We thank you kindly for the opportunity to participate in this important project and we look forward to working with you.

Best Regards,

A handwritten signature in black ink, appearing to read "Kevin Franke". The signature is fluid and cursive, with a long horizontal stroke at the end.

Kevin Franke
Art Director & Project Specialist
Arapahoe Sign Arts
C: 720-582-1157



Bid Bond

CONTRACTOR:
(Name, legal status and address)
K Team Capital, LLC
dba Arapahoe Sign Arts
1135 W. Mississippi Avenue
Denver, CO 80223

SURETY:
(Name, legal status and principal place of business)
The Ohio Casualty Insurance Company
175 Berkeley Street
Boston, MA 02116

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

OWNER:
(Name, legal status and address)
Town of Johnstown
21 Weld County Road 17
Johnstown, CO 80534

MAILING ADDRESS FOR NOTICES:
Liberty Mutual Surety Claims
P.O. Box 34526
Seattle, WA 98124

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: Five Percent of Amount Bid

PROJECT:
(Name, location or address, and Project number, if any)
Johnstown Wayfinding Signage Master Plan - Phase I Installation Project

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, 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.

Signed and sealed this 15th day of June, 2023.

Melanie M. Rosen
(Witness)

K Team Capital, LLC
dba Arapahoe Sign Arts
(Contractor as Principal) *(Seal)*

[Signature] PRESIDENT
(Title)

[Signature]
(Witness)

The Ohio Casualty Insurance Company
(Surety)
Valerie J. Mathiason
(Title) Valerie J. Mathiason, Attorney-In-Fact



Init.

Liberty Mutual Surety vouches that the original text of this document conforms exactly to the text

LMS-20862a 02/21

In AIA Document A310-2010 Edition Bid Bond.



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8208322-905040

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Andrew S. Fritzler, David M. Janssen, Diana R. Vigil, Rac L. Campbell, Stella R. Ferris, Valerie J. Mathiason, William K. Dufford

all of the city of Johnstown state of CO each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 15th day of July, 2022.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: [Signature]
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 15th day of July, 2022 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: [Signature]
Teresa Pastella, Notary Public

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-632-8240 or email HOSUR@libertymutual.com.

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 15th day of June, 2023



By: [Signature]
Renee C. Llewellyn, Assistant Secretary



Town of Johnstown

Signage Options

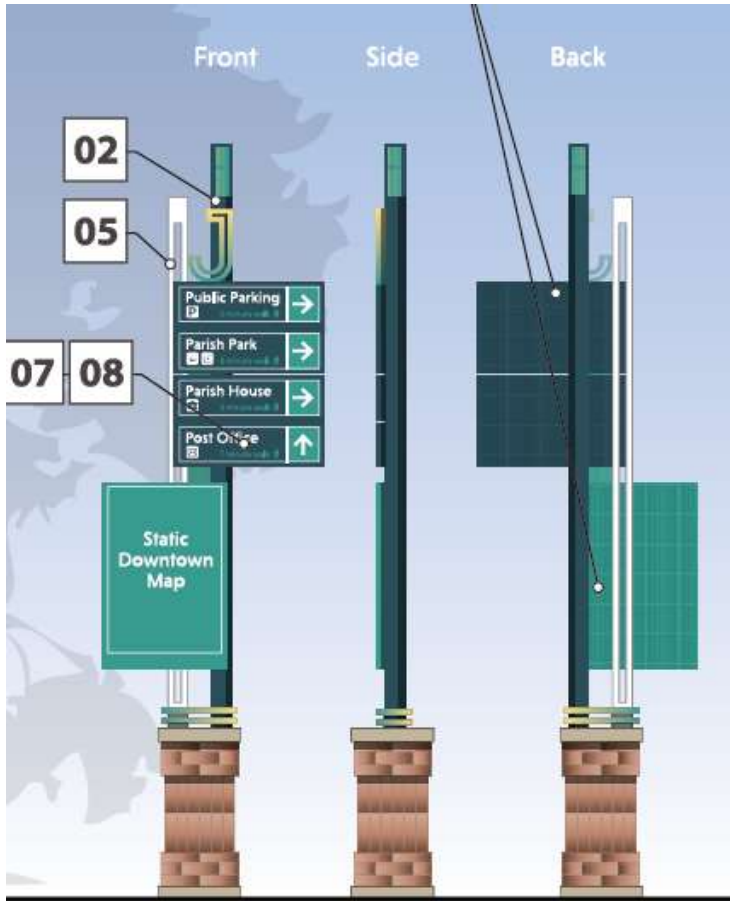
Downtown Johnstown Wayfinding Signage: Phase 1
Ad Light Group Bid



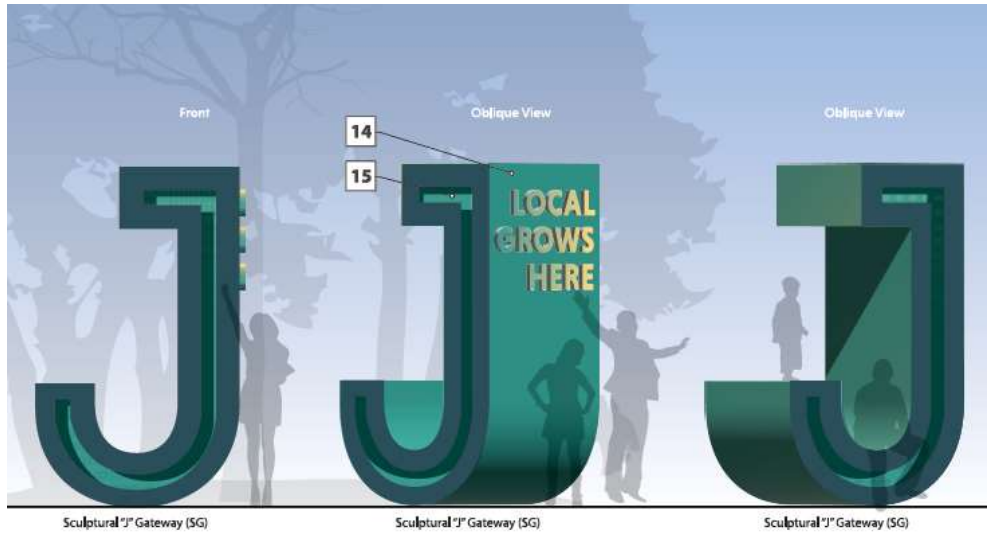
RFP Phase 1 Signs



Columnar Gateway (CG)



Pedestrian Mini-Kiosk Directional (PMK)



Sculptural 'J' Gateway (SG)

Sculptural 'J' Gateway (SG)

Sculptural 'J' Gateway (SG)

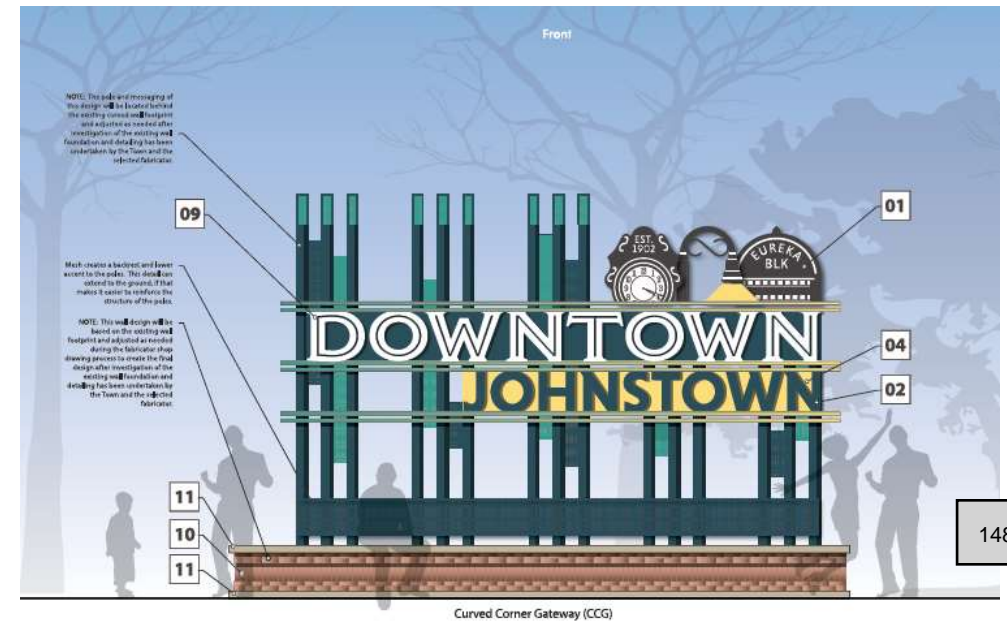
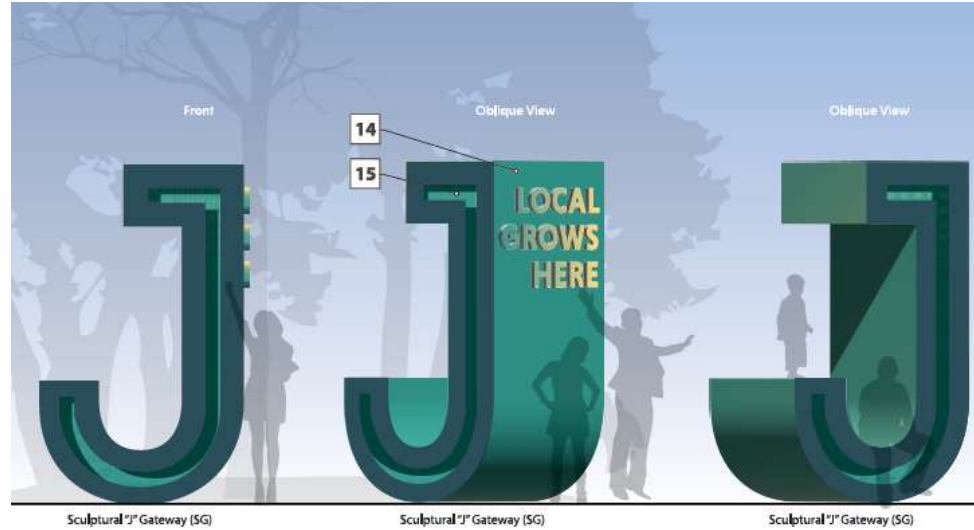


Curved Corner Gateway (CCG)



Option 1: Signage Types

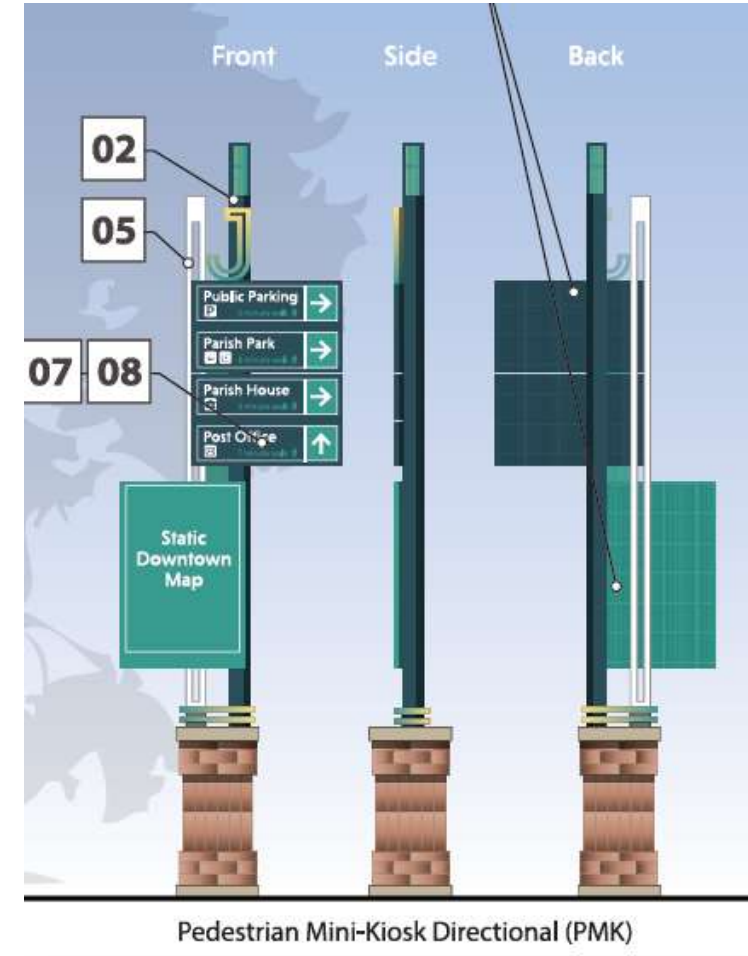
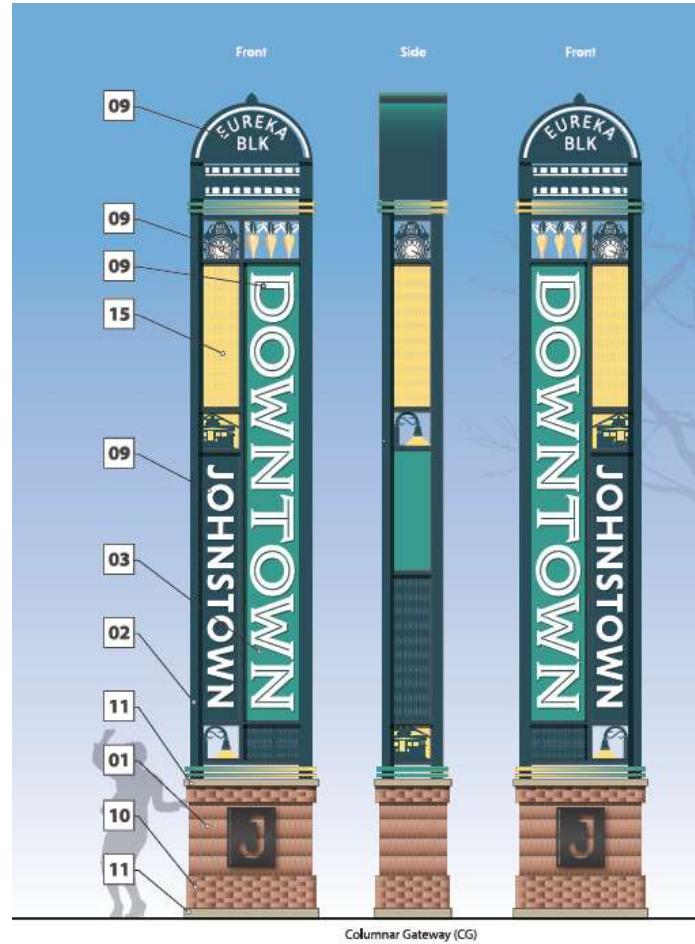
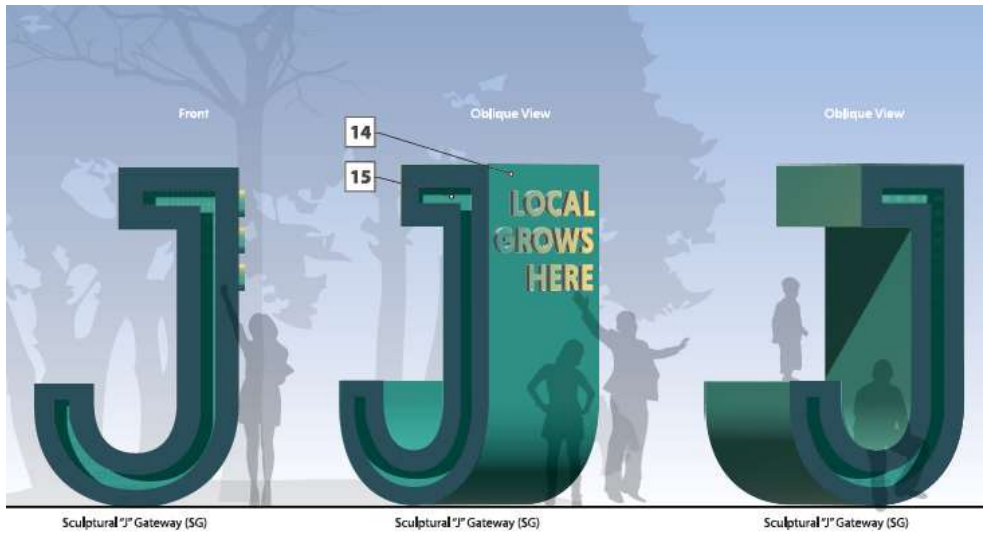
Bid Price: \$404,496.17



Town of Johnstown
johnstown.colorado.gov | 970-587-4664

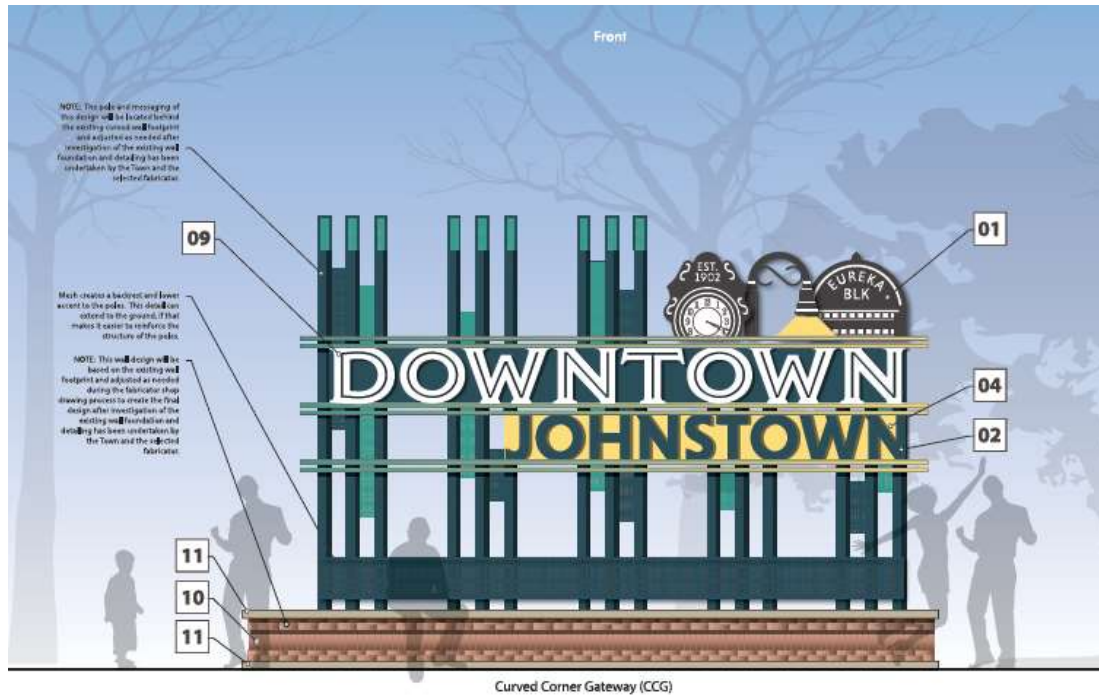
Option 2: Signage Types

Bid Price: \$296,896.20



Option 3: Signage Types

Bid Price: \$283,527.02



Thank you



Town of Johnstown

TOWN COUNCIL AGENDA COMMUNICATIONS

AGENDA DATE: July 3, 2023

SUBJECT: Town of Johnstown YMCA Recreation Center Update - Natatorium

ACTION PROPOSED: Discussion Purposes Only

PRESENTED BY: Matt LeCerf, Town Manager

AGENDA ITEM DESCRIPTION:

In January 2023, the Town was notified by representatives of the YMCA regarding operational issues in the natatorium. Specifically, the Pool Dehumidification Unit (PDU) was inoperable and had been since September 2022. The purpose of the PDU is to help maintain a consistent relative humidity and temperature range inside the natatorium. The unit evidently was not operating properly or at all and was causing corrosion in various elements of the PDU and inside the natatorium.

In an effort to identify how this occurred, the Town contacted its insurance carrier and also engaged with RD3, a forensic mechanical engineer. This occurred on February 10, 2023. Concurrently, replacement parts had been ordered through Trane, which were continually delayed. Council was notified via email on February 26, 2023 regarding this issue, but at the time Staff did not have much information given the exact scope of the issue, damage caused, and what exactly needed to be fixed on the PDU to make it operational again. The unit was finally repaired on June 14, 2023. Unfortunately, on June 20, 2023 the exhaust fan failed and the unit was restarted and operational on June 21, 2023. At this time, the unit has been operational from this date.

The Town also took additional steps necessary to remediate some of the damage that has been caused inside the natatorium by receiving professional bids for the service. The Town received two proposals from three contractors that attended a pre-bid meeting on April 11, 2023. The submittals that were ultimately received by the Town on April 30, 2023 are as shown below. They each provided the cost for services to be performed either while the facility was open or an alternative work schedule that would be conducted while the facility was closed for the evening:

Contractor	Performance of Work While Facility is Open	Performance of Work After Hours
All Dry Restoration	\$117,861.00	\$176,800.00
All Phase Restoration	\$299,767.00	\$450,000.00

The Community That Cares

johnstown.colorado.gov

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

Below is a listing of the known costs that are going to be attributable to getting the facility back up and fully operational. There may be additional costs, but we do not know what or when those may be assessed.

Contractor	Estimated Cost
RD3 Mechanical Engineers	\$18,130.00
Century Environmental Hygiene, LLC	\$5,565.00
Trane	\$30,022.00
Vectra Mechanical	\$3,700.00
Low Bid Proposal	\$117,861.00 - \$176,800.00
TOTAL ESTIMATE TO DATE	\$175,278.00 - \$234,217.00


The Town’s insurance carrier has denied our request for coverage. Currently, RD3 continues to try and identify the key component that caused the issue on the PDU which subsequently had a cascading effect on it and other portions of the natatorium. Some of the cascading effects include corrosion of the PDU, impact to the walls of the facility, and the existence of mold in areas of the walls of the facility. It is important to note that as part of testing the mold levels were normal, meaning not higher than outside levels.

Currently, this is informational/discussion purposes only, but more importantly to keep Council abreast as to where we currently are on this issue. Furthermore, a budget amendment will need to be accommodated at the end of this fiscal year based on the costs incurred. These costs are the responsibility of the Town based on our current operations and maintenance agreement with the NoCo YMCA.

Considering the PDU has been operational consistently at this time, it may be appropriate to push forward with the restoration/construction component of the facility. Staff would recommend at a minimum, closing the pool during this time period.

I am happy to answer any additional questions or get information to questions you may have that I don’t have answers to currently.

Reviewed and Approved for Presentation,



Town Manager



822 Seventh Street, Suite 550
Greeley, CO 80631
www.upstatecolorado.org
P. 970.356.4565

June 22, 2023

Matt LeCerf
Town of Johnstown
450 S. Parish
P.O. Box 609
Johnstown, CO 80534

Dear Matt,

On behalf of the Upstate Colorado Economic Development professional team and Board of Directors, I want to thank you again for your commitment and investment in building a stronger local economy. Your investment will support Upstate's efforts to facilitate private business growth and investment, market the region's competitive advantages, promote business attraction and retention, advocate on behalf of our clients, and connect our public and private partners to improve capacity for business job growth and investment.

2022 was a record year for business attraction and expansion. Our team was able to announce 7 new/expanding companies that will ultimately create over 307 new jobs and invest over \$149 million in new facilities and equipment here in Weld County. With the goal of creating wealth, preserving quality of life, and improving standard of living for Weld County residents, Upstate and our partners are off to a great start in 2023 and we want to make sure that we are assisting you in any way we can.

In addition to working closely with businesses to make a location or expansion a reality, your investment enables us to provide a wide range of programming to primary employers considering locating or expanding in Weld County, including:

- Weld County Enterprise Zone: A program which provides state income tax credits to encourage businesses to locate/expand in designated economically distressed areas of the state.
- Weld County/Larimer County Revolving Loan Fund: A loan program designed to assist with the financial needs of companies expanding or locating to the rural areas of Weld or Larimer County.
- Greeley Community Development Fund: A loan program designed to assist with the financial needs of companies expanding in or locating to the City of Greeley.
- Weld WORKS Labor Team: In partnership with Aims Community College and Weld Employment Services, Weld WORKS provides technical assistance for various workforce programs.

As always, I also welcome the opportunity to provide an update on Upstate's activities for your governing leadership and/or senior staff. Thank you again for being a part of our success. Please do not hesitate to contact me to set up a meeting at your convenience, I look forward to speaking with you soon.

Sincerely,

Richard C. Werner
President & CEO
Upstate Colorado Economic Development

*LET'S SET UP
A CATCH UP
MEETING SOON!
-Rich*

Community Opinion Survey



Loveland Fire Rescue Authority developing funding proposal to address staffing, training and wildfire risk

The Loveland Fire Rescue Authority (LFRA) was established in 2012 when the City of Loveland and the Loveland Rural Fire Protection District entered into an intergovernmental agreement to share in the funding and services of the Authority. LFRA is the fire department for both the city and the rural areas of Larimer County surrounding Loveland.

LFRA is governed by a five-member board that includes two Loveland City Council members, the Loveland City Manager and two rural district board members. The Loveland Council members and the rural board members are elected within their jurisdictions and then are appointed to represent their jurisdictions on LFRA's board.

This is a unique governance and operations model for a fire department, but it benefits the residents, local businesses and region as a whole by providing a balanced funding model to support a properly staffed, trained and equipped fire department that has the resources to address the emergency response needs of the urban, suburban, rural and mountain areas covered by LFRA.

▶ Visit lfra.org for more information

▶ Take survey at bit.ly/LFRAsurvey



LFRA provides structural fire protection, basic emergency medical care, technical rescue, wildfire protection and other services across 187 square miles and includes the City of Loveland and the communities within the Loveland Rural Fire Protection District. A map of LFRA's service area and a list of communities is inside.

LFRA serves a resident population of just over 109,000, which increases considerably during certain times of the year with tourists and outdoor enthusiasts.

LFRA currently has 107 uniformed (sworn) employees, 14 civilian support staff and 20 volunteers. The agency operates from 10 fire stations, with seven staffed 24/7. Two reserve stations are staffed by LFRA volunteers. LFRA also operates a station 40 hours per week (and as needed) at the Northern Colorado Regional Airport.

LFRA facing staffing and training challenges

LFRA's Challenges

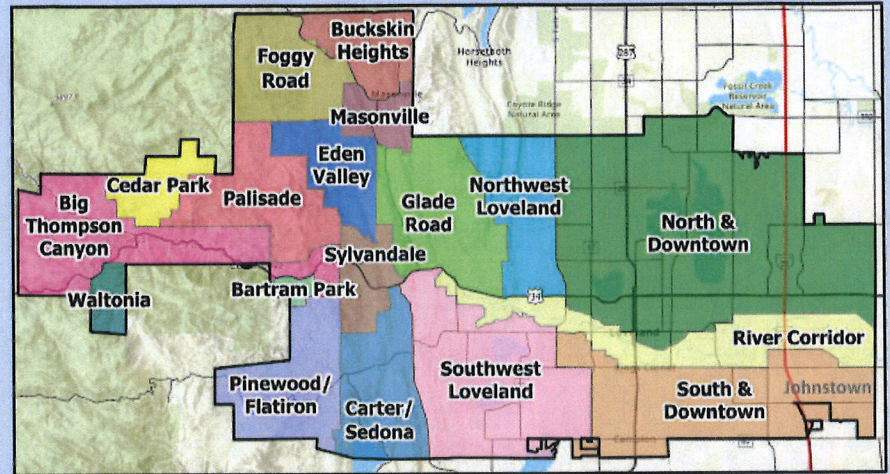
Our community is growing, and the demand for LFRA services is increasing. Larimer County's population increased by 20 percent from the 2010 to 2020 U.S. Census, and northern Colorado is expected to continue growing over the next two decades. At the same time, visitation to the Big Thompson Canyon and Rocky Mountain National Park areas jumped to nearly 5 million visitors last year.

Along with this growth comes an increase in emergency calls. In 2012, LFRA responded to just over 6,137 calls per year; the Authority now averages over 11,000 calls for service per year. We are handling this increase in call volume and population growth with nearly the same number of personnel and equipment as in 2012. This directly impacts the availability of resources and daily workload on the firefighters.

This increase in call volume is putting a great deal of stress and strain on our firefighters – and the Authority's budget. The Authority must maintain minimal staffing levels at its 24/7 stations year-round. This has required the Authority to utilize overtime to ensure coverage at these stations. In situations where firefighters need to be out for training, military leave, illness or injury, the Authority then has to assign other firefighters to fill in – taking time away from their family and compromising their ability to recharge, while also costing the Authority additional overtime.

Along with staffing, the Authority must upgrade its training

Loveland Fire Rescue Authority Service Area



The Loveland Fire Rescue Authority provides service to the City of Loveland and the communities that make up the Loveland Rural Fire Protection District, including:

- | | | |
|------------------|---------------|-----------------|
| Campion | Hidden Valley | Sedona |
| Carter Lake area | Indian Creek | Springer Valley |
| Cedar Park | Johnstown | Storm Mountain |
| Eden Valley | Namaqua Hills | Waltonia |

facility to ensure the readiness of our firefighters to meet the needs of our community. Doing so will allow the Authority to prepare and train its firefighters and officers to effectively manage a wide variety of emergency responses. The training center was originally planned for redevelopment in 2018 but had to be delayed because of a budget shortfall. LFRA is now at least five years behind schedule to modernize its training facility – that delay represents a quarter of a firefighter's career. Further delays will directly affect LFRA's ability to train and develop current and future firefighters and officers.

Wildfire risk growing

Finally, wildfires and wildfire risk continue to grow. There have been several wildfires recently

that have significantly impacted our region, including the Kruger Rock, Cameron Peak, Calwood and High Park fires. Unfortunately, wildfires and wildfire risk are not going away in our state – and the risk continues to move eastward through our rural district area and toward the City of Loveland. The Marshall Fire in Boulder County was an example of how quickly a catastrophic fire can move through an area similar to Larimer County and Loveland.

The Authority needs to continually improve its staffing, training and equipment to be prepared for the increasing risk of wildfires, as well as providing a focused effort on wildfire prevention through fuels reduction and public education for community members to take steps to reduce their own risk.

LFRA developing two-part proposal with mill levy in rural district and sales tax in City of Loveland

Current Funding and Funding proposal

Since LFRA combines two jurisdictions into one fire and emergency authority, it must also combine funding sources from the city and the rural district. LFRA’s budget for 2023 is \$22.4 million, with the City of Loveland providing 82 percent of the funding and the rural district contributing 18 percent.

As part of the following funding proposal, LFRA is proposing a modest increase through a rural-district mill levy to address the higher cost per service call in the rural areas.

LFRA is developing a funding proposal to implement its strategic plan and address its critical operational challenges. The current proposal includes an increase in the property tax mill levy in the rural district and the creation of a dedicated sales tax within the City of Loveland. The goal of this two-part funding proposal would be to create a more equitable funding split between the two jurisdictions from a City of Loveland sales tax and a rural district’s mill levy. The proposal includes:

1. Increasing the Loveland Rural Fire Protection District from 8.708 mills to 11.186 mills.

- 2.478 mill levy increase would cost an estimated \$83.01 per year – or less than \$6.92 per month – for a \$500,000 home within the district.
- 11.186 mill levy rate would keep the district’s tax rate less than half the Larimer County rate of 22.425 mills and lower than neighboring fire districts like Berthoud FPD at 13.850 mills and Front Range Fire Rescue at 11.642 mills.

2. Establishing a dedicated sales tax of 0.37 percent within the City of Loveland.

- This is an additional 37 cents on a \$100 purchase.
- This would increase Loveland’s sales tax rate to 3.37 percent. When combined with Larimer Coun-

ty at 0.80 percent and the State of Colorado at 2.9 percent, the overall sales-tax rate for the City would be 7.07 percent.

- This would still represent a lower sales-tax rate compared to the City of Fort Collins at 7.55 percent and Longmont at 8.715 percent.

If approved by voters in both jurisdictions, the new funding will be prioritized to:

- Hire, train, and equip additional sworn firefighters to meet minimal staffing levels for the Authority’s current and future service demands.
- Modernize and equip the existing training facility with the necessary instructional props and facilities to provide realistic training for firefighters and fire officers of all experience levels.
- Provide equipment, staffing, training and mitigation resources to address wildfires and to reduce wildfire risk across the Authority’s service area.

Loveland Regional Mill Levy Summary

	Mill Levy
Larimer County	22.425
Wellington Fire Protection District	14.999
Berthoud Fire Protection District	13.850
Front Range Fire Rescue	11.642
Loveland Rural Fire Protection District (proposed)	11.186
Poudre Valley Fire Protection District	10.824
City of Loveland	9.564
Loveland Rural Fire Protection District (current)	8.837

Loveland Regional Sales Tax Summary

	Total Sales Tax
City of Longmont	8.715%
City of Fort Collins	7.55%
City of Loveland (proposed)	7.07%
City of Loveland (current)	6.70%



Community Input Needed

In order for LFRA’s Board and administration to refine its funding proposals, we need input from our residents. LFRA is asking community members to complete this short survey about the Authority’s priorities and funding proposals. The Board and administration will use the information gathered as part of this survey—as well as public input gathered through community meetings and other outreach—to decide whether to place a mill levy question on the 2023 ballot.

Community Opinion Survey

Please take a few minutes to read the questions below, review with other household members, and complete the survey. All surveys are anonymous, and your response will in no way be associated with your name. To take this survey, please do one of the following by **June 23, 2023**:

- Take this survey online at <http://bit.ly/LFRASurvey>
- Mail to or drop off at 1423 West 29th Street, Loveland 80538
- Email the survey to LFRA-Survey@LFRA.org

Q1. In general, how would you rate, on a scale of 1 to 5, with 5 being highest, the job that Loveland Fire Rescue Authority does protecting the community and providing emergency and firefighting services?

1 2 3 4 5 Unsure

Q2. In your opinion, should LFRA's proposal to increase staffing to address coverage issues, limit overtime and improve operational response be a high, medium or low priority, or not a priority at all?

- High priority Medium priority
 Low priority Not a priority
 Don't know/No opinion

Q3. Should LFRA's proposal to redevelop and upgrade its training facility to better prepare for a variety of emergency situations and to provide training to current and future firefighters be a high, medium or low priority, or not a priority at all?

- High priority Medium priority
 Low priority Not a priority
 Don't know/No opinion

Q4. Should LFRA's proposal to improve its wildfire capabilities to provide equipment, staffing, training, and mitigation resources to address wildfires and help reduce wildfire risk be a high, medium or low priority, or not a priority at all?

- High priority Medium priority
 Low priority Not a priority
 Don't know/No opinion

Q5. Please select a statement below that most closely represents your opinion of LFRA's needs and funding proposal:

- LFRA needs to address the challenges presented by increases in service calls, staffing and training needs, and wildfire risk and should seek an increase in funding to make those improvements.
 LFRA should maintain current staffing levels and not seek improvements to service unless an alternative funding source can be secured in the future.
 Other, please explain:

Q6. If an election were held today, would you vote "yes" in favor, or "no" to oppose, the following potential question:

Shall Loveland Rural Fire Protection District taxes be increased by up to \$1,455,687 in 2024 and in each year thereafter from an increase in the district's mill levy imposed to a rate of 11.186 mills with such tax proceeds to be used for the following district operational and capital expenses to maintain service levels in the district, address staffing needs, and improve training for professional firefighting staff, including:

- *Hiring, training, and equipping additional sworn firefighters to meet minimal staffing levels for the Authority's current and future service demands.*

Visit bit.ly/LFRASurvey to complete this Commun

- *Modernizing and equipping the existing training facility with the necessary instructional props and facilities to offer realistic training for firefighters and fire officers of all experience levels.*
- *Providing equipment, staffing, training, and mitigation resources to address wildfires and to help reduce wildfire risk across the Authority's service area.*

and shall all expenditures be made by the Loveland Fire Rescue Authority board with the requirement that the funds will be subject to an annual independent audit published on the Authority's web site, and shall the proceeds be allowed to be collected by the district and spent notwithstanding any other limitation provided by law?

- Definitely Yes
- Probably Yes
- Probably No
- Definitely No
- Unsure

Q7. If you selected No or Unsure on either of the proposed ballot questions, please provide the most important reason for that decision from the list below:

- LFRA should maintain current staffing levels and not seek improvements to service unless an alternative funding source can be secured in the future.
- Concerned about upcoming increase in property taxes.
- Generally do not support tax increases.
- Property taxes are already too high in the District.
- Need more information.
- Concerned with priorities that LFRA has identified.
- Other important uses of taxes such as schools or roads.
- Other, please explain:

Q8. What are your concerns, if any, regarding LFRA's funding proposal, as well as any comments about the Authority?

Finally, a few questions for demographic purposes:

Q9. Are you female or male?
 Female Male I'd rather not say

Q10. What age range do you fall within?
 18-34 35-49
 50-64 65 or older
 I'd rather not say

Q11. How long have you lived in the District?
 1-5 years 6-10 years
 11-20 years 21 years or longer
 I just moved here

Q12. What is your ZIP Code?
 80515 80525
 80526 80528
 80534 80537
 80538
 Other: _____

Q13. How would you prefer to receive information about LFRA's proposal and other information from the Authority?
 Public Meetings/Town Halls
 Regular e-mails to established list
 Facebook Nextdoor
 District web site No preference

If you selected e-mail, please consider providing your e-mail address to the Authority:



Loveland Fire Rescue Authority
 410 East 5th Street
 Loveland, CO 80537

**Please Open: COMMUNITY SURVEY INSIDE and important information
 about Loveland Fire Rescue Authority**

Your input will shape how LFRA moves forward

The Loveland Fire Rescue Authority Board of Directors is considering a mill-levy question in the Loveland Rural Fire Protection District and a dedicated sales tax for the City of Loveland to fund LFRA. The funding questions may appear on the November 2023 ballot. The Board will use the information gathered as part of this community opinion survey – as well as other public input – to decide whether to place the questions on a spring ballot.

Quick survey about LFRA

Please take a few minutes to fill out the included survey and comment on LFRA's funding proposals. Consider this a town hall meeting around your kitchen table. The survey should take only a few minutes to complete and can be found online at the address below.

Questions and Comments

If you have questions about Loveland Fire Rescue Authority, Loveland Rural Fire Protection District and the Authority's budget, please contact:

Tim Sendelbach, Fire Chief
 (970) 962-2827 | LFRA-Survey@LFRA.org

LFRA Board of Directors

The Loveland Fire Rescue Authority is governed by a five-member Board that oversees the budget and policy decisions made by the Authority. The Board includes representatives from the Loveland Rural Fire Protection District and City of Loveland.

Jeff Swanty, Board Chair
 Loveland Rural Fire Protection District

John Fogle, Board Vice Chair
 City of Loveland Council Member

Steve Adams
 City of Loveland City Manager

Richard Ball
 City of Loveland Council Member

Dave Legits
 Loveland Rural Fire Protection District

Visit bit.ly/LFRAsurvey to complete this Community Opinion Survey



Town of Johnstown

Building Permit Statistics MAY 2023

Single Family Residential	Commercial
Current Month: 13 Issued ytd: 121	*New Building Issued ytd 9

Duplex	3-plex	4-plex	5-plex	Apartment Bldgs	3
	1	7	3		

Other Residential (basements/alterations/additions)	Other Commercial * (tenant finish/alterations/additions)
Issued ytd 93	Issued ytd 15

Fees collected at permit issuance	Residential YTD	Commercial YTD
Construction Valuation	(\$37,532,721)	(\$47,378,946)
Building permit fees	\$329,834	\$294,338
F&F or <u>F&F Credit</u>	\$0	\$0
Paving	\$0	\$0
Water Upgrade	\$0	\$0
Water & Sewer Reimbursement	\$0	\$0
Raw Water Development Fee	\$479,187	\$128,493
Water Meter	\$55,950	\$6,335
Water Tap	\$700,116	\$188,603
Sewer Tap	\$633,003	\$88,403
Regional Sewer Development fees	\$579,500	\$275,500
Sewer Inspection Fee	\$12,700	\$2,500
Park	\$60,500	\$4,000
Use Tax	\$626,310	\$692,632
Larimer Use Tax	\$23,466	\$28,582
Open Space Impact Fee	\$144,365	\$282,240
Library Impact Fee	\$138,789	\$271,404
Public Facilities Impact Fee	\$192,128	\$480,674
Police Facilities Impact Fee	\$87,461	\$250,917
Transportation Facilities Impact Fee	\$333,767	\$1,248,952
402 Interchange Fee	\$7,924	\$3,100
High Plains Blvd Reimbursement Fee	\$23,805	\$0
School District Fee	(\$105,698)	N/A
TOTAL FEES (YTD)	\$4,465,918	\$4,248,673

The Community That Cares

www.TownofJohnstown.com

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

Building permits issued for individual dwelling units - 1991 to (date)

Single family, duplex, 3-plex, 4-plex, 5-plex						
Year	Issued	Month avg		Year	Issued	Month avg
*1961 - 90	165	0.0		2016	132	11.00
1991	2	0.17		2017	140	11.67
1992	5	0.42		2018	126	10.50
1993	7	0.75		2019	87	7.25
1994	47	3.92		2020	108	9.75
1995	106	8.83		2021	184	15.33
1996	145	12.00		2022	446	37.16
1997	143	11.92		2023	121	24.20
1998	175	14.58				
1999	145	12.08		TOTAL	5676	
2000	134	11.92				
2001	152	12.67				
2002	262	21.92				
2003	284	24.17				
2004	331	27.67				
2005	375	31.33				
2006	180	15.75				
2007	160	133.42				
2008	97	8.00				
2009	89	7.42				
2010	124	10.33				
2011	184	15.34				
2012	310	25.84				
2013	378	31.50				
2014	272	22.67				
2015	162	13.50				

The Community That Cares

www.TownofJohnstown.com

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