



# Town of Johnstown

## **TOWN COUNCIL REGULAR MEETING**

**450 S. Parish, Johnstown, CO  
Monday, May 16, 2022 at 7:00 PM**

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

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## **AGENDA**

### **CALL TO ORDER**

**Pledge of Allegiance**

### **ROLL CALL**

### **AGENDA APPROVAL**

### **SPECIAL PRESENTATIONS**

1. Johnstown Honors Program - Jamie Barker, Communication Manager

### **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 printed 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.](#) May 2, 2022 Minutes
- [3.](#) April 2022 Financial Statements
- [4.](#) List of Bills - May 2022

### **TOWN MANAGER REPORT**

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

### **TOWN ATTORNEY REPORT**

### **OLD BUSINESS**

- [6.](#) Agreement Concerning Economic Development Between The Town Of Johnstown And The Johnstown Downtown Development Association

### **PUBLIC HEARING**

### **NEW BUSINESS**

- [7.](#) Construction Contract Award for North Sewer Expansion – Phase 1
- [8.](#) Resolution 2022-19 Approving the Economic Incentive Agreement for Uncle Benny's Building Supplies, LLC

- [9.](#) Equipment Procurement for the new Central Wastewater Plant
- [10.](#) Multimodal Mitigation Options Fund (MMOF) Joint Submittal for Via Mobility Paratransit in Johnstown
- [11.](#) Contract with JWO Engineering for Highway 60 Corridor Study & Design

## **COUNCIL REPORTS AND COMMENTS**

## **MAYOR'S COMMENTS**

## **EXECUTIVE SESSION**

- 12. An Executive Session to discuss the purchase, acquisition, lease or transfer, or sale of real, personal, or other property interest under C.R.S. Section 24-6-402(4)(a). Purchase Real Estate

## **INFORMATIONAL ITEMS**

- [13.](#)

## **ADJOURN**

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## **AMERICANS WITH DISABILITIES ACT NOTICE**

**In accordance with the Americans with Disabilities Act, persons who need accommodation in order to attend or participate in this meeting should contact Town Hall at (970) 587-4664 within 48 hours prior to the meeting in order to request such assistance.**

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*The Community That Cares*

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# Town of Johnstown

## TOWN COUNCIL REGULAR MEETING

450 S. Parish, Johnstown, CO  
Monday, May 02, 2022 at 7:00 PM

### MINUTES

#### CALL TO ORDER

Mayor Lebsack called the meeting to order at 7:00 p.m. and led the Pledge of Allegiance.

#### ROLL CALL

##### PRESENT

Mayor Gary Lebsack  
Councilmember Damien Berg  
Councilmember Troy Mellon  
Councilmember Dianne Morris  
Councilmember Jesse Molinar, Jr.  
Councilmember Chad Young

Absent

Councilmember Vanessa Dominguez

Staff present: Matt LeCerf, Town Manager, Avi Rocklin, Town Attorney, Mitzi McCoy, Finance Director, Troy White, Public Works Director, Sarah Crosthwaite, Economic Development Manager and Chief Phillips

#### AGENDA APPROVAL

Motion made by Councilmember Mellon, seconded by Councilmember Berg to approve the agenda. Motion carried with a unanimous vote.

#### SPECIAL PRESENTATIONS

Mayor Lebsack read proclamations recognizing Arbor Day and Public Service Recognition Week.

Wing Shack was honored as May Business of the Month.

#### CONSENT AGENDA

Motion made by Councilmember Berg, seconded by Councilmember Mellon to approve the Consent Agenda. Motion carried with a unanimous vote.

- Minutes - April 18, 2022
- Second Reading Ordinance 2022-231 An Ordinance Amending the Town of Johnstown Municipal Concerning Town Sales Taxes to Provide a Credit Against Sales Tax if a Certain Public Improvements Fee has Been Paid in Connection with the Development Known as Ledge Rock Center
- Contract with Andale for Pavement Maintenance (HA5)

#### PUBLIC HEARING

1. Resolution 2022-14 Approving the Preliminary/Final Subdivision Plat for East Ledge Rock Center, Filing No. 1 – Mayor Lebsack opened the public hearing at 7:13 and heard from staff. The applicant Ledge Rock

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May 2, 2022

Center, LLC is requesting subdivision plat approval of approximately 155 acres. The subdivision plat includes lots for future commercial development and large lots for multi-family and single residential lots. The plat also dedicates right of way for High Plains Blvd and Hwy 60. Representatives from the applicant were present to answer questions. Having no public comments, the hearing closed at 7:22 p.m. Based on findings and analysis presented at this hearing, motion made by Councilmember Berg, seconded by Councilmember Young to approve Resolution 2022-14 approving Preliminary/Final Subdivision Plat for East Ledge Rock Subdivision, Filing No. 1. Motion carried with a unanimous vote.

2. Resolution 2022-15 Approving the Preliminary/Final Subdivision Plat for West Ledge Rock Center, Filing No. 1 – Mayor Lebsack opened the public hearing at 7:23 p.m. and heard from staff. The Applicant, Ledge Rock Center, LLC Is requesting subdivision plat approval of 25 acres. The proposed subdivision will create 1 tract and several commercial building footprints for future commercial development. This plat subdivides Lot 2, of the Oxy Land Subdivision. Representatives of the applicant were present to answer questions. Having no public comments, the public hearing closed at 7:30 p.m. Based on findings and analysis presented at this hearing, motion made by Councilmember Mellon, seconded by Councilmember Young to approve Resolution 2022-15 approving Preliminary/Final Subdivision Plat for West Ledge Rock Center, Filing No. 1. Motion carried with a unanimous vote.

3. Resolution 2022-16 Approving the Site Development Plan for Buc-ee's Travel Center (Buc-ee's #60) – Mayor Lebsack opened the public hearing at 7:31 and heard from staff. The applicant Buc-ee's Colorado, LLC is requesting Site Development Plan approval of a 74,000 square foot retail store. Mr. Stan Beard, Director of Real Estate for Buc-ee's was present to answer questions. Pauline Magliore shared with Council concerns with the excessive amount of gas pumps and the effect they may have increasing the ground level ozone pollutant. She would like to see the number of pumps reduced. Debbie Stewart, also expressed concerns with the amount of gas pumps, traffic impacts at the I-25 and Hwy 60 interchange. Having no further public comments the hearing was closed at 7:53 p.m. Based on findings and analysis presented at this hearing motion made by Councilmember Berg, seconded by Councilmember Molinar. Motion carried with a unanimous vote.

4. Resolution 2022-17 Approving the Final Subdivision Plat and Final Development Plan for Johnstown Village Filing No. 2 – Mayor Lebsack opened the public hearing at 7:55 and heard from staff. Johnstown Village, LLC is requesting Final Subdivision Plat and Final Development Plan for a project called Johnstown Village, Filing No. 2, to be known as "Pintail Commons" encompassing 13.821 acres in the Johnstown Village PUD development. The proposed plan is for single-family attached neighborhoods. Representatives from the applicant were present to answer questions. Having no public comments, the hearing closed at 8:17 p.m. Based on findings and analysis presented at this hearing, motion made by Councilmember Molinar Jr., seconded by Councilmember Berg to approve Resolution 2022-17 Approving the Final Subdivision Plat and Final Development Plan for Johnstown Village Filing 2, with conditions as stated within that resolution. Motion carried with a unanimous vote.

5. Resolution 2022-18 Approving the Preliminary Subdivision Plat and Preliminary Development Plan for the Podtburg Property – Mayor Lebsack opened the public hearing at 8:18 p.m. and heard from staff. The applicant, Podtburg Dairy Limited Partnership, LLC, is requesting Preliminary Plat and Preliminary Development Plan approval for 448 acres of land. The parcel is zoned PUD-MU and subject to the approved Podtburg Outline Development Plan (ODP). The plat includes approximately 288 acres for the construction of an 18-hole golf course, and several large tracts for future commercial and residential development. Representatives from the applicant was present to answer questions. Mr. Rod Rutt, neighbor to the development asked where the drainage from the property will flow, when improvements to the adjacent road will be done, and a reminder there is a decreed ditch right through the property. Having no additional public comments, the hearing closed at 8:27 p.m.



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May 2, 2022

Based upon findings and analysis presented at this hearing, motion made by Councilmember Young, seconded by Councilmember Berg to approve Resolution 2022-18 approving the Preliminary Plat and Preliminary Development Plan for the Podtburg Property. Motion carried with a unanimous vote.

### **NEW BUSINESS**

1. Water & Sewer Service Agreement for Johnstown Village Filing No. 2 – Motion made by Councilmember Berg, seconded by Councilmember Molinar to approve the Water and Sewer Service Agreement for Johnstown Village, Filing 2, Johnstown, Village, LLC. Motion carried with a unanimous vote.
2. Subdivision Development and Improvement Agreement for Johnstown Village Filing No. 2 – Johnstown Village, LLC, is requesting Final Subdivision Plat and Final Development for a project called Johnstown Village, Filing No. 2, to be known as “Pintail Commons” encompassing 13.821 acres in the Johnstown Village PUD development. The agreement is based upon the Town’s standard agreement and requires payment of required fees and taxes, and construction of all improvements in accordance with Town-approved development plans and construction plans. Motion made by Councilmember Berg, seconded by Councilmember Morris to approve the Subdivision Development and Improvement Agreement for Johnstown Village, Filing 2. Motion carried with a unanimous vote.
3. Downtown Johnstown Branding & Wayfinding Project- RFP Award – This project is to create a competitive identity for the downtown corridor through an engaging wayfinding system that increases vehicle and pedestrian traffic. Motion made by Councilmember Berg, seconded by Councilmember Young to award the RFP project to Michael Baker and authorize the Town Manager to sign the service contract pending final review of the contract by the Town Manager and Town Attorney. Motion carried with a unanimous vote.

### **ADJOURN**

The meeting adjourned at 8:54 p.m.

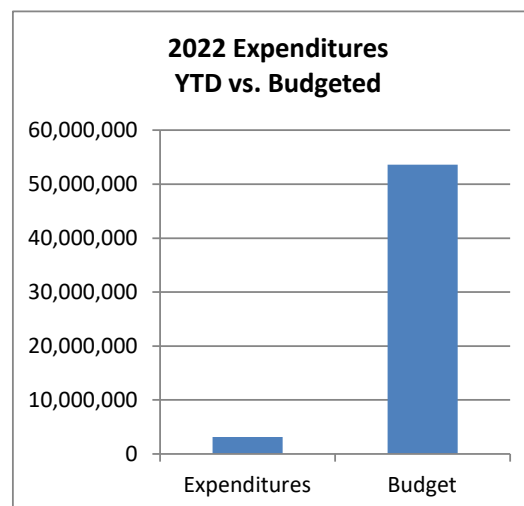
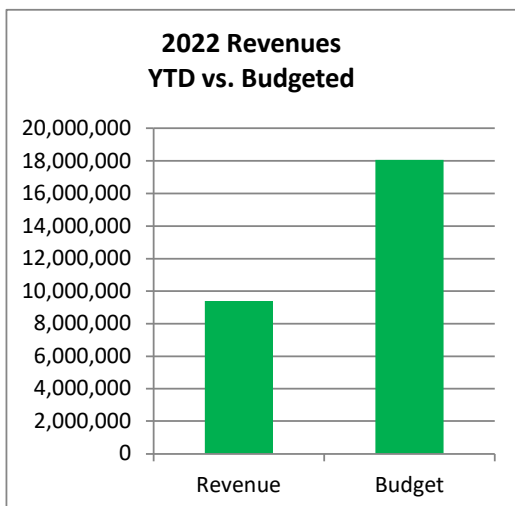
Town of Johnstown, Colorado  
Statement of Revenues, Expenditures, and Changes in  
Fund Balances - General Fund  
Period Ending April 30, 2022  
Unaudited

Item #3.

General Fund	2022 Actuals April	2022 Adopted Budget	% Complete
Beginning Fund Balance*	68,782,344	68,782,344	
<b>Revenues:</b>			
Taxes & Fees	6,743,499	16,413,716	41.1%
Licenses & Permits	2,092,055	1,156,650	180.9%
Fines & Forfeitures	68,053	160,500	42.4%
Intergovernmental	22,109	25,000	88.4%
Earnings on Investment	22,812	52,500	43.5%
Miscellaneous Revenue	458,535	253,000	181.2%
Transfers In	-	-	
Total Operating Revenues	9,407,063	18,061,366	52.1%
<b>Expenditures:</b>			
Legislative	432,559	932,500	46.4%
Town Manager	205,781	1,644,593	12.5%
Town Clerk	126,950	509,750	24.9%
Finance	150,594	417,510	36.1%
Planning	145,182	759,878	19.1%
Reimbursements	123,171	300,000	41.1%
Building Inspections	71,726	271,400	26.4%
Police	1,298,235	4,878,580	26.6%
Public Works	118,099	761,200	15.5%
Buildings	57,040	293,250	19.5%
Transfers Out	379,264	42,837,000	0.9%
Total Expenditures	3,108,601	53,605,661	5.8%
<b>Excess (Deficiency) of Revenues and Other Sources over Expenditures</b>	<b>6,298,462</b>	<b>(35,544,295)</b>	
Prior Period Adjustment			
<b>Ending Fund Balance*</b>	<b>75,080,806</b>	<b>33,238,049</b>	

\* - Unaudited

33% of the fiscal year has elapsed



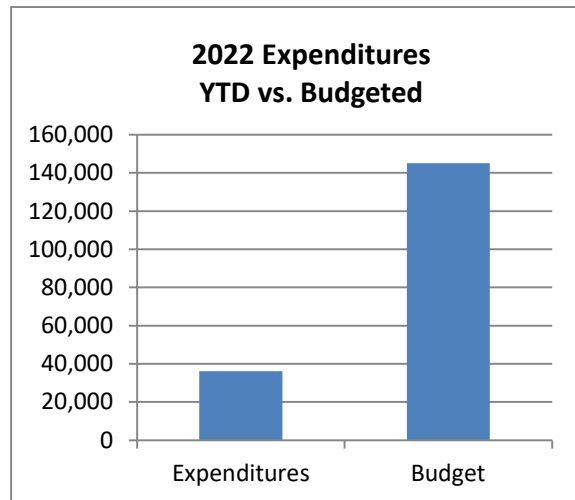
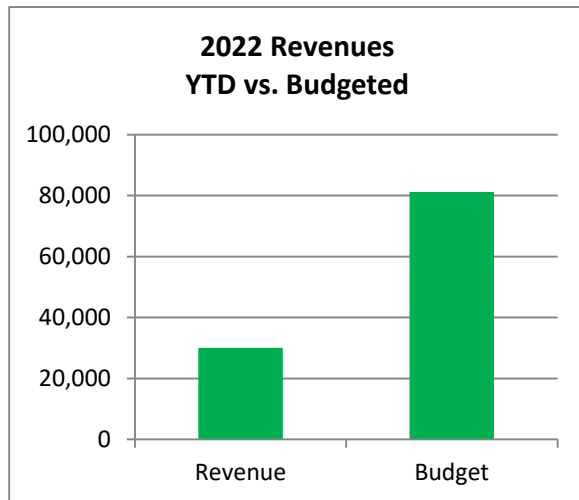
Town of Johnstown, Colorado  
Statement of Revenues, Expenditures, and Changes in  
Fund Balances - Conservation Trust Fund  
Period Ending April 30, 2022  
Unaudited

Item #3.

Conservation Trust Fund	2022 Actuals April	2022 Adopted Budget	% Complete
Beginning Fund Balance*	100,051	100,051	
<b><u>Revenues:</u></b>			
Intergovernmental	30,004	81,100	37.0%
Earnings on Investment	22	50	44.1%
Total Operating Revenues	30,026	81,150	37.0%
<b><u>Expenditures:</u></b>			
Operations	-	-	
Capital Outlay	36,164	145,000	24.9%
Total Expenditures	36,164	145,000	24.9%
<b>Excess (Deficiency) of Revenues and Other Sources over Expenditures</b>	<b>(6,138)</b>	<b>(63,850)</b>	
<b>Ending Fund Balance*</b>	<b>93,913</b>	<b>36,201</b>	

\* - Unaudited

33% of the fiscal year has elapsed



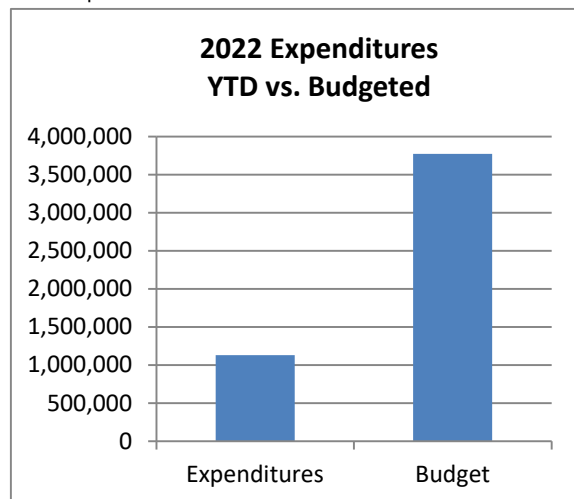
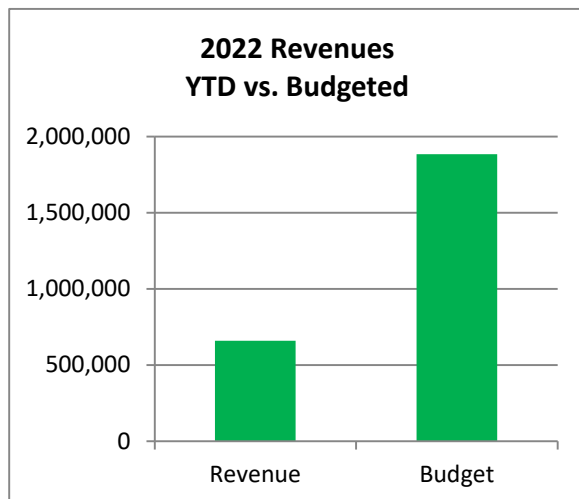
Town of Johnstown, Colorado  
Statement of Revenues, Expenditures, and Changes in  
Fund Balances - Parks and Open Space Fund  
Period Ending April 30, 2022  
Unaudited

Item #3.

	2022 Actuals April	2022 Adopted Budget	% Complete
<b>Parks and Open Space Fund</b>			
Beginning Fund Balance*	7,672,201	7,672,201	
<b><u>Revenues:</u></b>			
Taxes & Fees	629,114	498,150	126.3%
Miscellaneous Revenue	29,499	222,000	13.3%
Transfers In	0	1,162,000	0.0%
Total Operating Revenues	659,834	1,884,650	35.0%
<b><u>Expenditures:</u></b>			
Operations	86,253	1,037,550	8.3%
Capital Outlay	1,043,788	2,737,000	38.1%
Transfers Out	-	-	
Total Expenditures	1,130,042	3,774,550	29.9%
<b>Excess (Deficiency) of Revenues and Other Sources over Expenditures</b>	<b>(470,207)</b>	<b>(1,889,900)</b>	
<b>Ending Fund Balance*</b>	<b>7,201,994</b>	<b>5,782,301</b>	

\* - Unaudited

33% of the fiscal year has elapsed



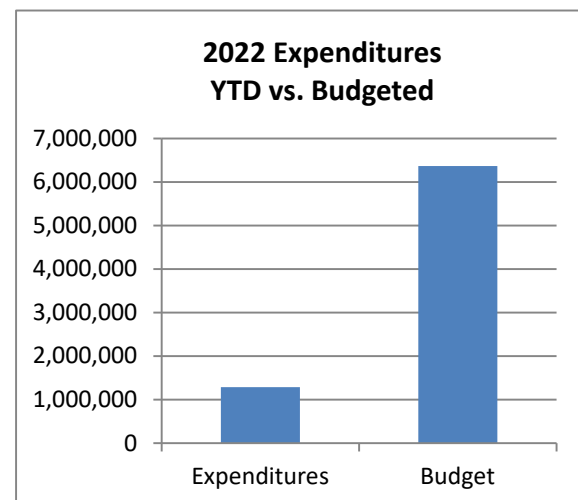
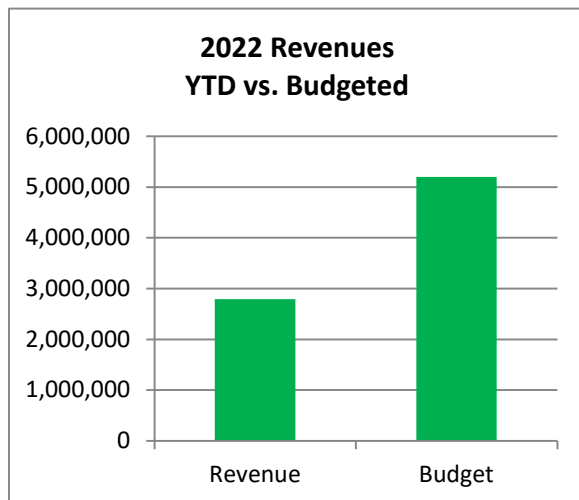
Town of Johnstown, Colorado  
Statement of Revenues, Expenditures, and Changes in  
Fund Balances - Street and Alley Fund  
Period Ending April 30, 2022  
Unaudited

Item #3.

	2022 Actuals April	2022 Adopted Budget	% Complete
<b>Street and Alley Fund</b>			
Beginning Fund Balance*	14,843,709	14,843,709	
<b><u>Revenues:</u></b>			
Taxes & Fees	1,270,064	3,191,400	39.8%
Intergovernmental	46,477	707,667	6.6%
Charges for Services	313,927	881,000	35.6%
Capital Investment Fees	1,088,950	420,550	258.9%
Earnings on Investment	2,830	2,000	141.5%
Miscellaneous Revenues	66,666	-	0.0%
Total Operating Revenues	2,790,008	5,202,617	53.6%
<b><u>Expenditures:</u></b>			
Operations & Maintenance	481,398	3,599,400	13.4%
Capital	802,565	2,769,000	29.0%
Total Expenditures	1,283,963	6,368,400	20.2%
<b>Excess (Deficiency) of Revenues and Other Sources over Expenditures</b>	<b>1,506,045</b>	<b>(1,165,783)</b>	
<b>Ending Fund Balance*</b>	<b>16,349,754</b>	<b>13,677,926</b>	

\* - Unaudited

33% of the fiscal year has elapsed



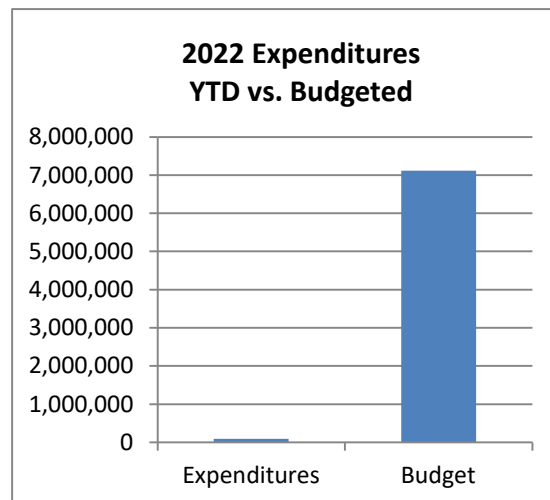
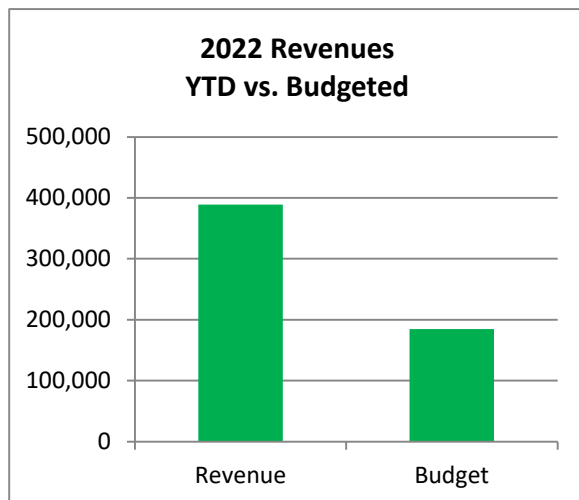
Town of Johnstown, Colorado  
Statement of Revenues, Expenditures, and Changes in  
Fund Balances - Capital Projects Fund  
Period Ending April 30, 2022  
Unaudited

Item #3.

Capital Projects Fund	2022 Actuals April	2022 Adopted Budget	% Complete
Beginning Fund Balance*	14,413,606	14,413,606	
<b><u>Revenues:</u></b>			
Taxes and Fees	382,565	240,000	159.4%
Miscellaneous Revenue	-	-	
Interest	6,498	4,500	144.4%
Transfers In	-	(60,000)	0.0%
Total Operating Revenues	389,063	184,500	210.9%
<b><u>Expenditures:</u></b>			
Capital Outlay	96,415	7,111,500	0.0%
Transfers Out	-	-	0.0%
Total Expenditures	96,415	7,111,500	1.4%
<b>Excess (Deficiency) of Revenues and Other Sources over Expenditures</b>	<b>292,649</b>	<b>(6,927,000)</b>	
<b>Ending Fund Balance*</b>	<b>14,706,255</b>	<b>7,486,606</b>	

\* - Unaudited

33% of the fiscal year has elapsed



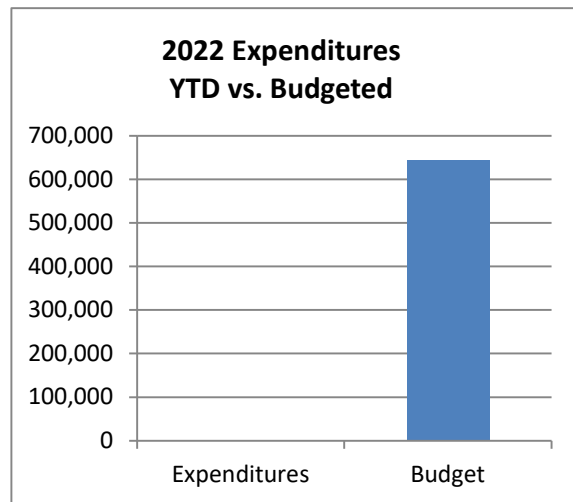
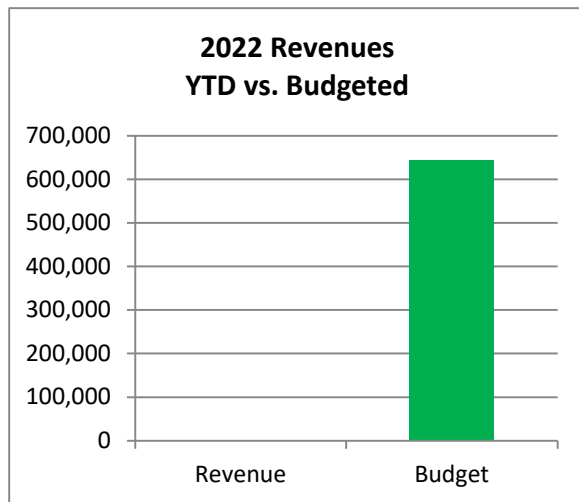
Town of Johnstown, Colorado  
Statement of Revenues, Expenditures, and Changes in  
Fund Balances - Tax Allocation Fund  
Period Ending April 30, 2022  
Unaudited

Item #3.

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

\* - Unaudited

33% of the fiscal year has elapsed



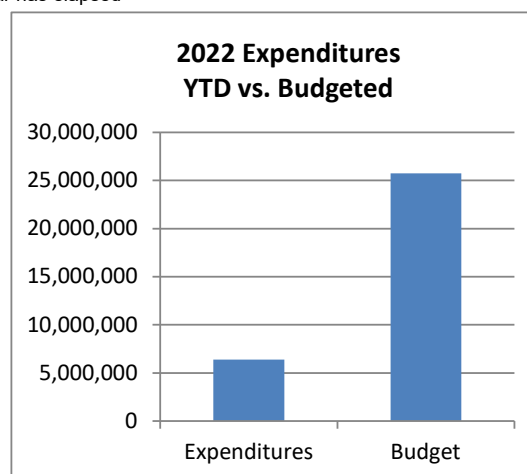
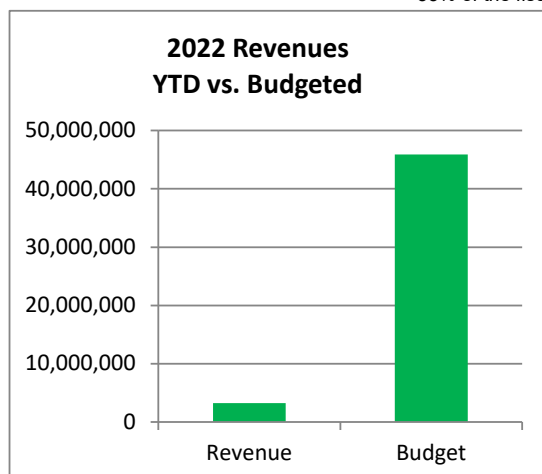
Town of Johnstown, Colorado  
Statement of Revenues, Expenditures, and Changes in  
Fund Balances - Water Fund  
Period Ending April 30, 2022  
Unaudited

Item #3.

Water Fund	2022 Actuals April	2022 Adopted Budget	%
			Complete
Beginning Cash Balance*	21,559,607	21,559,607	
<b><u>Revenues:</u></b>			
Charges for Services	1,071,276	3,838,700	27.9%
Total Operating Revenues	1,071,276	3,838,700	27.9%
<b><u>Expenses:</u></b>			
Administration	61,486	428,650	14.3%
Operations	721,930	3,968,650	18.2%
Capital Outlay	5,448,324	20,910,280	26.1%
Depreciation	144,930	425,000	34.1%
Transfers Out	-	-	
Total Operating Expenses	6,376,670	25,732,580	24.8%
Operating Income (Loss)	(5,305,395)	(21,893,880)	
<b><u>Non-Operating Revenues (Expenses)</u></b>			
Tap Fees	920,461	1,006,050	91.5%
Capital Investment Fees	1,062,922	850,650	125.0%
Misc. Revenues	204,083	40,179,550	0.5%
Interest Expense	13,825	6,900	200.4%
Total Non-Operating Revenues (Expenses)	2,201,290	42,043,150	5.2%
<b>Excess (Deficiency) of Revenues and Other Sources over Expenses</b>	<b>(3,104,104)</b>	<b>20,149,270</b>	
<b>Ending Cash Balance*</b>	<b>18,455,503</b>	<b>41,708,877</b>	

\* - Unaudited

33% of the fiscal year has elapsed





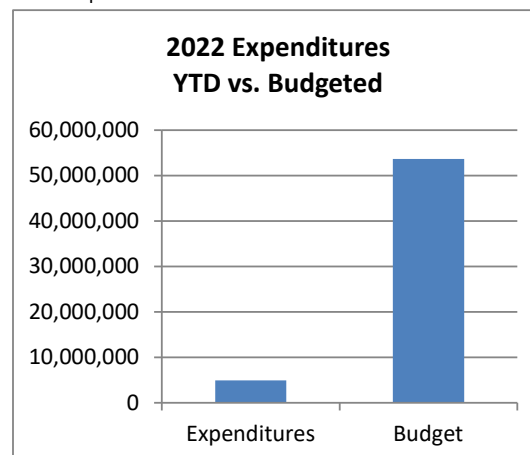
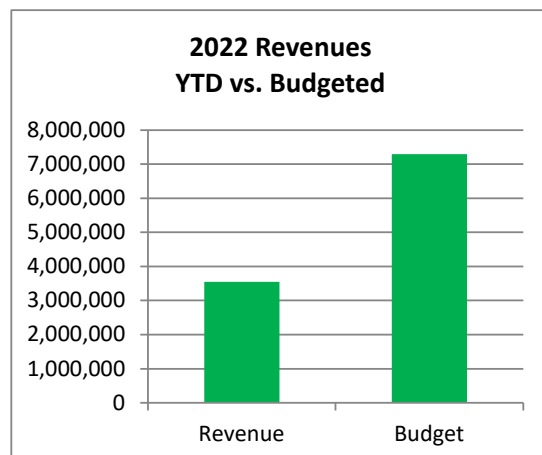
Town of Johnstown, Colorado  
Statement of Revenues, Expenditures, and Changes in  
Fund Balances - Sewer Fund  
Period Ending April 30, 2022  
Unaudited

Item #3.

	2022 Actuals April	2022 Adopted Budget	% Complete
<b>Sewer Fund</b>			
Beginning Cash Balance*	5,341,829	5,341,829	
<b><u>Revenues:</u></b>			
Charges for Services	969,896	2,984,000	32.5%
Total Operating Revenues	969,896	2,984,000	32.5%
<b><u>Expenses:</u></b>			
Administration	58,533	244,050	24.0%
Operations	400,859	1,991,800	20.1%
Capital Outlay	4,411,004	49,189,000	9.0%
Depreciation	76,506	245,000	31.2%
Debt Service	-	1,953,150	0.0%
Total Operating Expenses	4,946,902	53,623,000	9.2%
Operating Income (Loss)	(3,977,006)	(50,639,000)	
<b><u>Non-Operating Revenues (Expenses)</u></b>			
Capital Improvement Fees	2,536,900	2,396,740	105.8%
Misc. Revenues	15,300	1,915,000	0.8%
Interest Expense	25,018	1,200	2084.8%
Debt Proceeds	-	-	
Total Non-Operating Revenues (Expenses)	2,577,218	4,312,940	59.8%
<b>Excess (Deficiency) of Revenues and Other Sources over Expenses</b>	<b>(1,399,788)</b>	<b>(46,326,060)</b>	
<b>Ending Cash Balance*</b>	<b>3,942,041</b>	<b>(40,984,231)</b>	

\* - Unaudited

33% of the fiscal year has elapsed



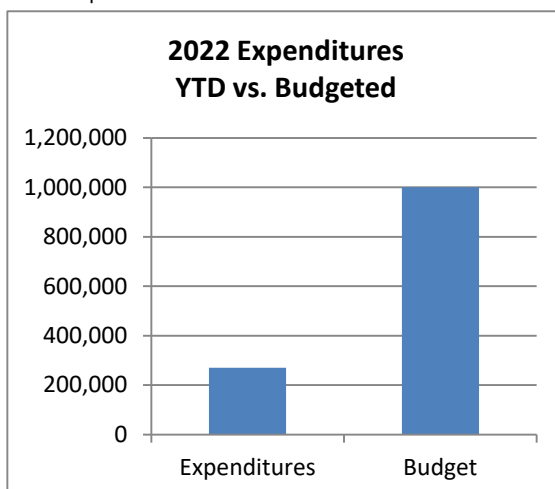
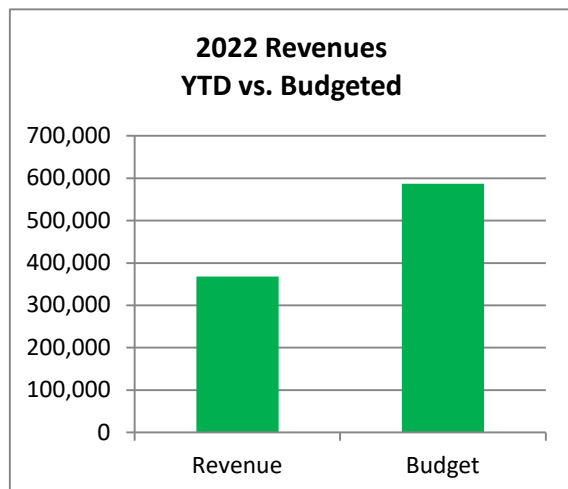
Town of Johnstown, Colorado  
Statement of Revenues, Expenditures, and Changes in  
Fund Balances - Drainage Fund  
Period Ending April 30, 2022  
Unaudited

Item #3.

<b>Drainage Fund</b>	2022 Actuals April	2022 Adopted Budget	% Complete
Beginning Cash Balance*	3,732,384	3,732,384	
<b><u>Revenues:</u></b>			
Charges for Services	163,309	475,900	34.3%
Total Operating Revenues	163,309	475,900	34.3%
<b><u>Expenses:</u></b>			
Administration	38,992	156,765	24.9%
Operations	43,702	364,100	12.0%
Capital Improvements	188,293	480,000	39.2%
Transfer Out	-	-	
Total Operating Expenses	270,986	1,000,865	27.1%
Operating Income (Loss)	(107,678)	(524,965)	
<b><u>Non-Operating Revenues (Expenses)</u></b>			
Capital Revenues	203,522	110,000	185.0%
Misc. Revenues	-	-	
Interest Expense	995	1,000	99.5%
Total Non-Operating Revenues (Expenses)	204,517	111,000	184.2%
<b>Excess (Deficiency) of Revenues and Other Sources over Expenses</b>	<b>96,839</b>	<b>(413,965)</b>	
<b>Ending Cash Balance*</b>	<b>3,829,223</b>	<b>3,318,419</b>	

\* - Unaudited

33% of the fiscal year has elapsed



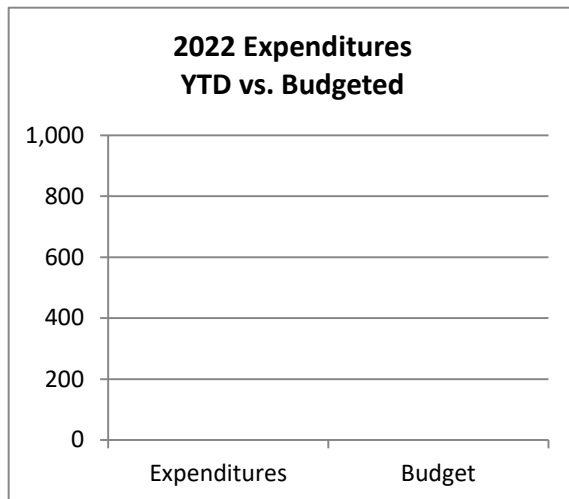
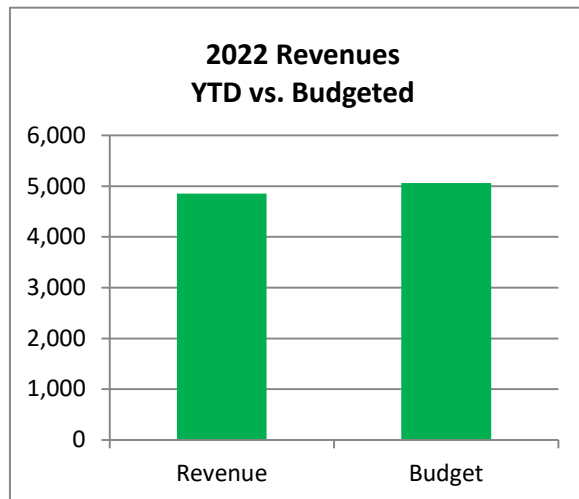
Town of Johnstown, Colorado  
Statement of Revenues, Expenditures, and Changes in  
Fund Balances - Cemetery Perpetual Fund  
Period Ending April 30, 2022  
Unaudited

Item #3.

Cemetery Perpetual Fund	2022 Actuals April	2022 Adopted Budget	% Complete
Beginning Fund Balance*	153,817	153,817	
<b><u>Revenues:</u></b>			
Miscellaneous Revenue	4,808	5,000	96.2%
Earnings on Investment	46	60	76.4%
Total Operating Revenues	<u>4,853</u>	<u>5,060</u>	95.9%
<b><u>Expenditures:</u></b>			
Operations & Maintenance	-	-	
Capital Outlay	-	-	
Transfers Out	-	-	
Total Expenditures	<u>-</u>	<u>-</u>	
<b>Excess (Deficiency) of Revenues and Other Sources over Expenditures</b>	<u><b>4,853</b></u>	<u><b>5,060</b></u>	
<b>Ending Fund Balance*</b>	<u><b>158,670</b></u>	<u><b>158,877</b></u>	

\* - Unaudited

33% of the fiscal year has elapsed



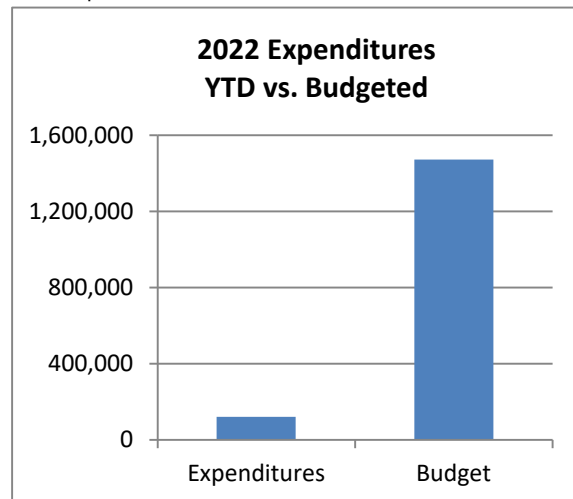
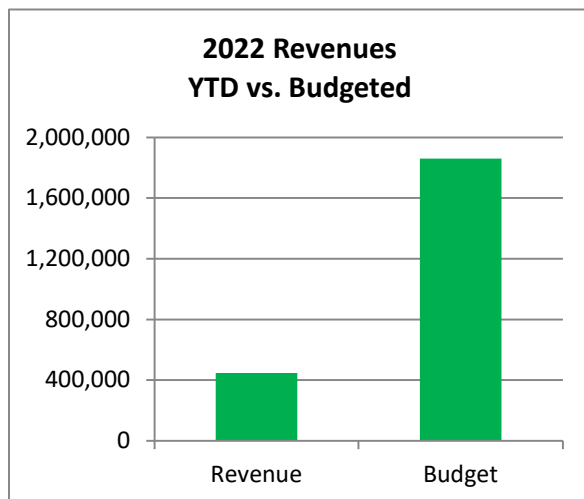
Town of Johnstown, Colorado  
Statement of Revenues, Expenditures, and Changes in  
Fund Balances - Library Fund  
Period Ending April 30, 2022  
Unaudited

Item #3.

Library Fund	2022 Actuals April	2022 Adopted Budget	% Complete
Beginning Fund Balance*	6,613,408	6,613,408	
<b><u>Revenues:</u></b>			
Intergovernmental	-	488,959	0.0%
Miscellaneous Revenue	-	11,000	0.0%
Capital Investment Fees	446,634	215,000	207.7%
Interest	120	5,000	2.4%
Transfers In	-	1,140,000	0.0%
Total Operating Revenues	446,754	1,859,959	24.0%
<b><u>Expenditures:</u></b>			
Operations	122,102	1,472,000	8.3%
Capital Outlay	-	-	0.0%
Total Expenditures	122,102	1,472,000	8.3%
<b>Excess (Deficiency) of Revenues and Other Sources over Expenditures</b>	<b>324,652</b>	<b>387,959</b>	
<b>Ending Fund Balance*</b>	<b>6,938,060</b>	<b>7,001,367</b>	

\* - Unaudited

33% of the fiscal year has elapsed



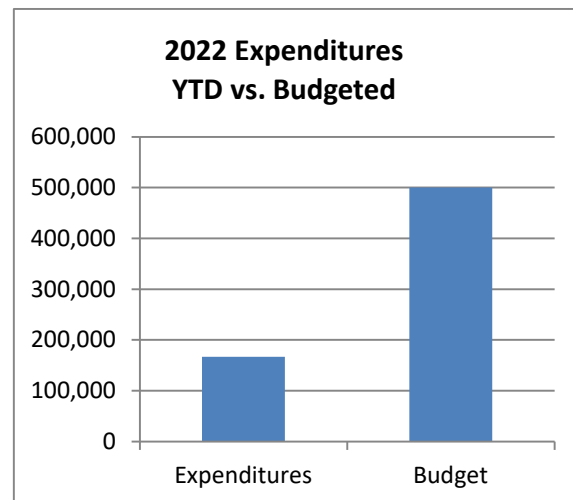
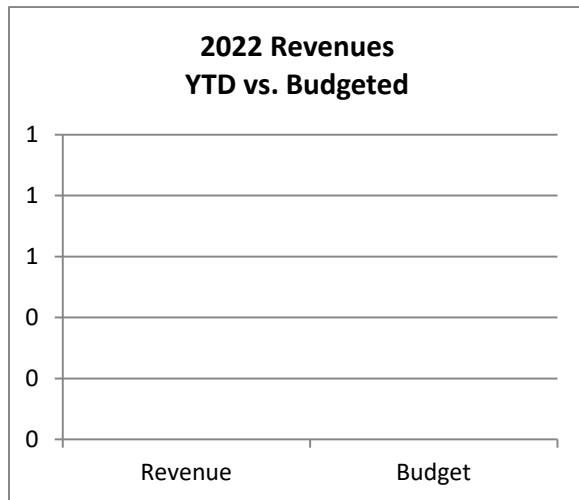
Town of Johnstown, Colorado  
Statement of Revenues, Expenditures, and Changes in  
Fund Balances - Recreation Center Fund  
Period Ending April 30, 2022  
Unaudited

Item #3.

Recreation Center Fund	2022 Actuals April	2022 Adopted Budget	%
			Complete
Beginning Fund Balance*	922,738	922,738	
<b><u>Revenues:</u></b>			
Transfers In	-	-	
Earnings on Investment	-	-	
Total Operating Revenues	-	-	
<b><u>Expenditures:</u></b>			
Operations & Maintenance	166,667	500,000	0.0%
Capital Outlay	-	-	
Total Expenditures	166,667	500,000	33.3%
<b>Excess (Deficiency) of Revenues and Other Sources over Expenditures</b>	<b>(166,667)</b>	<b>(500,000)</b>	
<b>Ending Fund Balance*</b>	<b>756,071</b>	<b>422,738</b>	

\* - Unaudited

33% of the fiscal year has elapsed



**Town of Johnstown**  
**List of Bills - April 8 - May 5, 2022**

<u>Vendor</u>	<u>Description</u>	<u>Dept.</u>	<u>Amount</u>
4990 Ronald Reagan LLC	Police substation lease	PD	1,519.75
4Rivers Equipment, LLC	Supplies	PW	5.15
AAA Auto Parts, Inc	Supplies	PW	41.48
Ace Hardware	Supplies	PW	1,293.90
Adamson Police Products	Uniforms	PD	868.06
AED Everywhere, Inc.	Supplies	PD	130.00
All Copy Products, Inc	Copier supplies	ADM/PD	193.15
Aqua Backflow, Inc.	Supplies	PW	100.00
Artimis Development Co LLC	Hydrant meter deposit refund	PW	1,500.00
BearCom	Vehicle equipment	PD	412.50
Browns Hill Engineering & Controls	Scada	PW	10,642.28
Bunyan Lateral Ditch Company	South Tank agreement	PW	2,500.00
Burns & McDonnell Engineering Co Inc.	WTP expansion	PW	203,307.42
Card Services	Travel/training/supplies	ALL	9,622.07
Catherine Allred	Election Judge	ADM	300.00
CB&I Group Storage Tanks Solutions LLC	South Tank construction	PW	568,929.94
CDR Propane Services, LLC	Propane	PW	2,000.00
CenturyLink	Telephone	ALL	249.41
Charles Hoyt	Utility reimbursement	PW	820.00
Cheryl Peppler	Election Judge	ADM	315.00
Cintas	Mat supplies/service	ALL	705.01
City of Fort Collins	Water lab testing	PW	1,800.00
CMC Tire	Vehicle supplies	PW	230.00
Colorado Analytical Labs	Lab testing	PW	2,691.00
Consolidated Home Supply Ditch &	Water legal	PW	71.40
Core & Main	Water meters	PW	5,822.30
Daniel Lord	Reimbursement - certification	PW	166.02
DBC Irrigation Supply	Supplies	PW	1,581.30
Debi Sauer	Election Judge	ADM	360.00
DeFALCO Construction Co	Old Town project	PW	283,241.33
Denali Water Solutions LLC	Sludge removal	PW	7,917.29
Dodge Media Group	Photos	ADM	600.00
DPC Industries Inc	Chemicals	PW	9,375.68
E-470 Public Highway Authority	Travel	PD	11.49
Elite Printing Group, LLC	Supplies	PD	105.00
Ergomed	Employment screening	ALL	1,210.00
Felsburg Holt & Ullevig Inc	Billback - Engineering services	ADM	4,192.50
Ferguson Waterworks	Supplies	PW	369.52
Firestone Complete Auto Care	Vehicle maintenance	PD	1,478.65
First Class Security Systems	Fire system monitoring	ALL	128.80
First National Bank	Custodial services	ALL	1,024.86
Front Range Raynor	Building maintenance	PW	450.00
Frontier Fertilizer & Chemical	Chemicals	PW	347.01
Garney Construction	WTP maintenance	PW	13,202.00

Gerrard Excavating Inc.	Hydrant meter deposit refund	PW	1,500.00
Glenn A. Jones Library	Library support	ADM	94,816.12
Gould Evans Inc	Land use code	ADM	10,815.00
Grainger, Inc.	Equipment repair/supplies	PW	954.21
Great Western Railway of CO	Railroad crossing annual fee	ADM	7,350.00
Ground Engineering Consultants, Inc.	Sewer plant materials testing	PW	2,683.50
Helton & Williamsen, P.C.	Engineering services	PW	12,922.62
IMEG Corp	Billback -Engineering services	ADM	34,645.00
IMEG Corp	Engineering services	ADM	300.00
Infosend, Inc.	Utility bill printing/newsletter	ADM	3,372.80
Insight North America, LLC	Investment services	ALL	3,019.66
Insite Instrumentation Group, Inc.	Lab equipment	PW	32.00
Interstate Battery of the Rockies	Supplies	PD	199.96
J&D Creations	Uniforms	PW	816.37
J-2 Contracting Co.	Johnstown Reservoir dam repair	PW	144,001.48
John Deere Financial	Equipment repair	PW	1,661.15
Johnstown-Milliken Rotary Club	Dues	ADM	300.00
Kelly Supply Co	Pipe/supplies	PW	1,071.00
Kendall Robinson	Election Judge	ADM	52.50
Kenyon P. Jordan, Ph.D.	Prehire evaluation	PD	265.00
Kinsco, LLC	Uniforms	PW	212.48
Language Line Services Inc.	Translation service	PD	19.68
Larimer County Clerk & Recorder	Election	ADM	35.03
Larimer County Sales Tax Administrator	Use Tax - Reimbursement	ADM	13,527.25
Larimer Humane Society	Contract billing	PD	850.00
Law Office of P. Andrew Jones	Legal services	ADM	52.80
Life Stories Child & Family Advocacy	Quarterly fees	PD	156.00
Little Thompson Water District	Innerconnects	PW	27,069.84
Lowe's	Supplies	PW	222.25
Mallory Safety and Supply LLC	Safety supplies	PW	1,110.66
Milliken Johnstown Electric	Equipment maintenance	PW	135.00
Moltz Construction Inc.	Low Point construction	PW	1,514,946.00
Mountain States Pipe & Supply	Water meters	PW	14,055.00
Nalco Company LLC	Chemicals	PW	11,326.51
Napa Auto Parts, Inc	Vehicle supplies	PW	490.02
Northern Engineering	Billback - Engineering	ADM	840.50
Northern Safety Co Inc	Supplies	PW	101.16
Office Depot Business Credit	Supplies	ALL	1,033.16
Otak	Little T Trail	PW	308.50
Peak Performance Imaging Solutions	Software renewal	ADM	3,600.00
Peak View Enterprises, LLC	Broadband study	ADM	10,000.00
Petty Cash	Travel/training/supplies	ALL	200.33
Photon Brothers, Inc.	Solar program	ADM	155,000.00
Phyllis Bruce	Election Judge	ADM	315.00
Pipestone Equipment	Equipment maintenance	PW	2,697.77
Pitney Bowes Bank Inc Purchase Power	Postage meter	PD/ADM	301.50
Police Technical	Training	PD	475.00

Poudre Valley REA	Low Point transformer & utilities	PW	47,670.14
ProCode Inc.	Inspection services	ADM	15,750.00
Redi Services, LLC	Port o lets	PW	474.18
Renewable Fiber	Playground materials	PW	4,201.80
Reporter Herald	Newspaper subscription	ADM	728.00
Rhinehart Oil Co., Inc.	Fuel	PW/PD	9,802.92
SHM West, LLC	South Tank construction	PW	1,827,996.82
Suez WTS Systems USA Inc	Low Point construction	PW	99,800.00
Susan Wadas	Election Judge	ADM	307.50
Tait & Associates, Inc.	Old Town drainage design	PW	3,400.00
TDS	Telephone	ALL	2,215.79
TechMedia, LLC	Supplies	ADM	616.20
Terracon Consultants, Inc.	Charlotte rehab project	PW	500.00
The Home Depot/GECF	Supplies	PW	1,343.16
T-Mobile	Cell phone	PD	66.06
Town of Mead	Broadband study	ADM	339.75
Town of Milliken	Supplies	PD	287.82
TruGreen Chemlawn	Chemicals	PW	5,311.86
UC Health Medical Group	Medical services	PD	352.68
United Power, Inc	Utilities	PW	784.40
USA Bluebook	Supplies	PW	979.14
Utility Refunds	Utility refunds	ADM	366.36
Verizon Wireless	Cell phones	PW/PD	270.32
Waste Connections of Colorado Inc.	Trash services	PW	72,425.65
Weld County Chiefs of Police Assn	Dues	PD	75.00
Weld County Dept of Public Health	Lab services	PW	758.00
Whiteside's Boots	Uniforms	PW	1,391.85
WIN-911 Software	Software	PW	660.00
Winters, Hughes & Laue, LLC	Prosecuting Attorney services	ADM	3,240.00
Xcel Energy	Utilities		21,433.65
YMCA of Northern Colorado	Operating subsidy		41,666.67
			<hr/> 5,386,906.80





# Town of Johnstown

## MEMORANDUM

TO: Honorable Mayor and Town Council Members

FROM: Matt LeCerf, Town Manager

DATE: May 16, 2022

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):

- 06/06/2022 – Regular Town Council Meeting
- 06/20/2022 – Regular Town Council Meeting
- 06/27/2022 – Work Session – 6 p.m.

### **Administration, Finance, Planning, & Human Resources**

- *2021 Audit* – Fieldwork on the 2021 audit is complete. Staff will continue to work with the auditors for the next several weeks as they review the Town's data. We anticipate that the audit will be completed and presented to Council in July.
- *Budgeting Software* – The data for the Town's capital improvement plan is in the process of being configured. Training for department heads is expected to begin at the end of the month.
- *Liquor Licensing* – The renewal application for Cheba Hut has been submitted to the State for final approval.
- *Downtown Johnstown Branding & Wayfinding Project Update* – Council awarded Michael Baker International (MBI) the RFP for the branding and wayfinding project. Staff will begin working with MBI to begin the project and plans to launch a kick off

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meeting with several stakeholders in the coming months including Council, tentatively on June 27.

- *Business of the Month* – The May Business of the Month is Wing Shack. They were officially recognized during the Council meeting on May 2. Their business will be highlighted throughout the month on our social media pages and next month's newsletter.
- *Biz Walk* – The Town Manager and Economic Development Manager held their monthly business walk on April 28 and met with Fitness Avenue. Biz Walks are scheduled monthly.
- *ICSC, Retail Conference* – Staff and several Councilmembers are preparing for a mission trip to attend the annual ICSC retail conference end of May. The mission trip will focus on attracting targeted retailers to Johnstown to continue to diversify the retail experiences and services for Johnstown residents.
- *Water Rentals* – All 4.5 shares of the Town's Hillsborough Ditch Company water and 100 unchanged shares of the Town's Home Supply Ditch Company water have been rented for the 2022 water season.
- *Allo Fiber Discussions* – Fiber deployment discussions by Allo continue to proceed. While we had hoped to have a solution to present to Council in May, the discussions have taken longer than planned and we are hopeful a completed document will be presented not later than July.
- *Milliken & Johnstown Water Discussions* – Milliken and Johnstown met to discuss water partnerships and solutions that ensure ample supply, affordable costs, and reliable delivery. While very high level, the meeting was positive and meaningful. They are expected to continue.

## **Police Department**

### ***Training:***

- *Firearms Qualifications* – All officers completed the first quarter qualification and firearms training.
- *Handgun Instructor* – Officer Olds was certified as a handgun instructor through a 40-hour course.
- *Drivers Instructor* – Officer Cygan completed her Drivers' Instructor/ Defensive Driving training and has been certified as an instructor in the State of Colorado after taking this 40-hour course.

### ***Community Policing, Outreach & Miscellaneous Items:***

- *New Officer* – Officer Beckman started with JPD on April 26, 2022. Officer Beckman came to us from the Milliken Police department.

## **Public Works and Utilities**

### ***Streets and Parks***

- Streets crews are focused on filling potholes this week and will begin to focus on storm drain system inspections and cleanouts in the coming weeks.
- Parks crews continue to work on overseeding in areas and getting the parks in shape for the summer.

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- A new concrete drainage pan is being scheduled for Aragon Park to assist with proper drainage flow.
- A Cemetery survey is currently on-going. The survey will include replacement of lost marker pins. Marker pins are necessary for proper layout of sites.
- Town staff is working with Connell Construction for the repair to the bridge on 46 ½. The Town received a letter back in April notifying the Town of a needed deck repair. Staff is estimated a contract for the repair to go to council in June with the necessary budget amendment included.
- The Town is scheduled to give a presentation on May 26 for the Energy Impact Grant related to the Charlotte Street project. The grant is very competitive this year and the Town is seeking \$750,000 (max grant amount) for the project.
- Public Works staff attended Temporary Traffic Control training the first week of May. The Town now has 11 staff certified on temporary traffic control. This training increases the safety of our workers and motorists while staff are working on our roadways.
- Public Works staff held the kick-off meeting on May 17 to update the Town's Street and Drainage design standards. The standards were last updated in 2004. The new design standards will bring our standards up-to-date with modern profiles and practices.

### ***Water Plant & System***

- *Water Plant*
  - Plant is seeing increased water flows due to the increased temperatures as residents start utilizing irrigation systems. Peak Flows are currently in the 5-6 MGD range.
  - Granular Activated Carbon (GAC) was delivered to address the seasonal Taste and Odor issues. Operations staff had to flush the system continually due to the high pH coming off the GAC. The system was brought online the first week in May.
  - Town Lake is full and staff had to start utilizing the pump station over the weekend to keep up with the increased flows.
  - The ultra-sonic buoy system to control algae growth in Johnstown Reservoir was brought online the first week in May.
- *Distribution System*
  - Repaired leak found on the east side of Town south of SH60 near the Thompson River Recreation ball fields. Leak was caused due to failing valve feeding the ball field irrigation system.
  - Fire Hydrant was damaged in Hays parking lot. The Fire Department and staff are evaluating safety measures to protect the hydrant and operators.

### ***Wastewater Plants & System***

- *Central*
  - Operations installed a basket strainer filter system after the mechanical treatment system to help manage the solids removals in the treated water.
  - Central has two mechanical treatment Dissolved Air Flotation (DAF) systems and Staff is evaluating if both can be utilized to meet increasing flows and loadings until the new plant is constructed.

- *Low Point*
  - Overall operations are going well. As part of construction the propane tank behind the headworks building was removed.
- *Collection System*
  - Operations staff have been troubleshooting and repairing the pumps at the Corbett Glen Lift Station due to numerous after hours call outs.
  - New Lift Station Startup/training will begin the month of May that was installed as part of the Central Phase 1 Sewer Interceptor project.

### ***Project Updates***

- *Johnstown Reservoir Dam Repair* – The filling of the reservoir is complete and the Contractor has completed the toe drain installation at the base of the dam. Grading work around the dam is continuing to create a consistent elevation for the trail as well as add a surface wear course. The Town is work with the Colorado Department of Wildlife on the restocking plan and fishing guidelines to residents this year.
- *South Water Tank* – Contractor is continuing moving up with the striping, forming, and pouring of each level concrete for the water tower shaft and has completed all of the dome pours for the roof.
- *South Water Tank Distribution Pipeline* – Project pipe crews are focused on completing the sections of waterline between the irrigation and river bores along WCR13 and installing the waterline sections from the South Tank and Olsen Property on WCR15. Bore work has been completed on the 2<sup>nd</sup> Farmers Ditch crossing and the Little Thompson River crossing.
- *Water Treatment Plant Expansion* – The plant will be conducting a pilot test for the design of ozone and filter systems over the summer. The Town and the Design Engineer are working through next steps to obtain a Construction Contractor to start the equipment purchasing and work through areas in the design where there are potential constructability cost savings.
- *Central Interceptor Phase 1* –The new Lift Station start-up is scheduled for May with numerous trainings identified for Staff and the old lift station decommissioning is scheduled for June.
- *Central Interceptor Phase 2* – Contractor is installing manhole and main from the lift station heading south and are at the intersection of WCR17 and WCR46. Work will commence along CR46 once the sewer bore is completed under WCR17 now that the Hillsborough Ditch bore work is wrapped up.
- *North Interceptor* – The project design and construction team has finalized GMP costs for construction based on the 90% design and is presenting to Council for award in May. The team is working through a number of value engineering options through the alignment and design to bring down the overall cost of the GMP.
- *Low Point Sewer Expansion* – Earthwork construction is continuing and crew is wrapping up foundation work on new structure construction for MBR/SBR and EQ basins adjacent to headworks building. The Town is working with Colorado Department of Public Health and Environment (CDPHE) on receiving necessary approvals for the Plant from the State.

- *Central Plant Design* – The Design Engineer submitted the Site Location Application for the project to CDPHE as well as the Utility Plan update for the project to the North Front Range Water Quality Planning Association (NFRWQPA) for review and approval. The project team is presenting the equipment selections for the new facility to Council for award at the end of May.
- *Old Town Drainage* – Xcel gas is on-site and relocating the gas line along Estes. Crews are currently working on Greeley. The Town’s Public Works Director has been working with the contractor and the design team to lessen the impacts of the project related to residents in the area.
- *Charlotte Street Project* – The project design is completed and the project will bid in May. The Town’s Public Works Director has directed the design team to develop an impact map for properties along Charlotte Street. The Town and the design team will be meeting with residents directly, one on one, to go over the details of the plans as it pertains to their individual properties.
- *Cemetery Irrigation Design* – This design project kicked off in late April. The intent of the project is to design and construct new irrigation plan for the cemetery. The current system is old and does not provide enough coverage to irrigate the entire area. Some areas are bare for lack of water.
- *Pavement Maintenance* – The HA5 (road sealant and rejuvenator) for Thompson River Ranch is currently being scheduled for July. More details and specific timing forthcoming.
- *Little Thompson Trail* – CDOT has tentatively approved the environmental clearance and the project will kick-off again in May to begin completing the design of the project.

#### ***Active Development***

- *Active Developments:* The Ridge A & B, TRR LCR3, TRR 12, Johnstown Village (Mallard Ridge) Filing 1 Phase 3, Revere, Mountain View Townhomes, 2534 Site Plans, Crowne Apartments, Johnstown Village Tracts M&N, Johnstown Farms Filing 3 WCR 46.5
- *Construction Acceptance:* Johnstown Village Filing 1 Phase 3A, Mountain View Townhomes
- *Final Acceptance:* TRR 10
- *Early Building Permit Requests:* TRR 12, Johnstown Village Filing 1 Phase 2 and Phase 3A



# Town of Johnstown

## TOWN COUNCIL AGENDA COMMUNICATIONS

---

**AGENDA DATE:** May 16, 2022

**SUBJECT:** Agreement between the Town of Johnstown and the Johnstown Downtown Development Association (JDDA)

**ACTION PROPOSED:** Consider the agreement between the Town of Johnstown and the JDDA

**ATTACHMENTS:** 1. Agreement Concerning Economic Development Between the Town of Johnstown and the JDDA

**PRESENTED BY:** Sarah Crosthwaite, Economic Development Manager

---

### AGENDA ITEM DESCRIPTION:

Enclosed for your review and consideration is the Agreement Concerning Economic Development Between the Town of Johnstown and the JDDA for FY 2022. This agreement has been updated to incorporate several changes requested on behalf of Council. As an overview the following edits have been made to the agreement since the last draft that was presented to Council on April 18, 2022:

- If this agreement is approved by Council, it will remain in effect until terminated; *see section 5*. Council will still need to appropriate and approve annually the fiscal contribution for the JDDA.
- In order for the JDDA to obtain funds throughout the fiscal year they must submit written requests including documentation that supports the funding amount request to the Town Manager.
  - The Town Manager will have the discretion to release funds to the JDDA, the amount will not exceed the appropriated fund amount that is set by Council annually.
- The JDDA will also meet the following annual requirements in order to receive financial support from the Town:
  - Annual Report due on or before January 31<sup>st</sup>
    - The annual report will summarize the previous year's activity and accomplishments along with a finalized budget for the current fiscal year; *see section 4(a) of the agreement*
  - Quarterly Reports due on or before the first day of the month of each fiscal quarter
    - The quarterly reports will summarize the previous quarters activity and financial activity; *see section 4(b) of the agreement*
  - Written Funding Request
    - On or before July 31 of each calendar year the JDDA shall provide the Town a funding request for the following fiscal year; *see section 4(c) of the agreement*

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- The funding request should guide Council in determining the Town's financial contribution for the following year
- Oral Presentation
  - During the last quarter of each calendar year the JDDA shall make an oral presentation to the Town Council; *see section 4(d) of the agreement*
  - The presentation will summarize the JDDA's activity for the current year and how they have met their strategic plans/goals

Town staff has worked with the JDDA to put this agreement together and ensure a procedural process exists as to how funds are appropriated each year and disbursed to the organization. As of current the JDDA has provided the required reports and documentation to fulfill the annual report and oral presentation. The JDDA will begin to submit quarterly reports to the Town and provide a written funding request for the following fiscal year (2023) by the deadline.

Town Council has budgeted \$15,000 for FY 2022 and has the discretion to determine the final contribution amount. If approved, the Town Manager will have the discretion to begin disbursing funds to the JDDA so long as their reporting requirements and funding requests are met/provided.

#### **LEGAL ADVICE:**

The Town Attorney drafted and reviewed the agreement as presented.

#### **FINANCIAL ADVICE:**

Funds have been appropriated for FY 2022 within the Town Council budget.

#### **RECOMMENDED ACTION:**

Approve the agreement between the Town of Johnstown and the Johnstown Downtown Development Association as presented.

#### **SUGGESTED MOTIONS:**

**For Approval:** I move to approve the agreement between the Town of Johnstown and the Johnstown Downtown Development Association as presented.

**For Denial:** I move to deny the agreement between the Town of Johnstown and the Johnstown Development Association as presented.

*Reviewed and Approved for Presentation,*



Town Manager



**AGREEMENT CONCERNING ECONOMIC DEVELOPMENT  
BETWEEN THE TOWN OF JOHNSTOWN AND THE  
JOHNSTOWN DOWNTOWN DEVELOPMENT ASSOCIATION**

This Agreement Concerning Economic Development (“Agreement”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 2022 (“Effective Date”), by and between the Town of Johnstown, a Colorado home rule municipal corporation (“Town”), and the Johnstown Downtown Development Association, a Colorado non-profit corporation (“JDDA”) (each individually a “Party” and collectively the “Parties”).

**RECITALS**

**WHEREAS**, the JDDA is a volunteer-based, non-profit organization composed of representatives from the Town’s downtown businesses and organizations; and

**WHEREAS**, the JDDA desires to revitalize the Town’s downtown and position the downtown area as the focal point of the Town by, among other avenues, showcasing the downtown’s unique architectural and historical characteristics, encouraging downtown businesses to market cooperatively and supporting and establishing new and existing downtown public events; and

**WHEREAS**, to further its stated goals and promote economic vitality, the JDDA has requested that the Town provide financial support; and

**WHEREAS**, the Town Council budgeted and appropriated funds that may be used for economic development in the Town’s 2022 budget and anticipates budgeting and appropriating such funds in subsequent budgets; and

**WHEREAS**, the Town Council desires to use a portion of economic development funds to support the JDDA and, assuming funds are budgeted and appropriated in future years and based on the conditions set forth in this Agreement, desires to continue supporting the JDDA; and

**WHEREAS**, the Town Council finds, determines and declares that supporting the JDDA will promote the public interest, protect and preserve economic development and sustainability and provide substantial public benefits; and

**WHEREAS**, the Town Council further finds, determines and declares that supporting the JDDA will provide a public benefit and further a public purpose within the meaning of Article 11, Section 2 of the Colorado Constitution; and

**WHEREAS**, to effectuate the foregoing, the Parties desire to enter into this Agreement.



## AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Parties agree as follows:

1. Recitals. The Recitals are incorporated into this Agreement as if fully set forth herein.

2. Services; JDDA Board. Among other activities beneficial to the downtown specifically and the Town as a whole, the JDDA hereby agrees to: (i) implement its strategic plan and goals to revitalize the Town's historic downtown; (ii) undertake activities to position the downtown as the focal point of the Town; (iii) establish and promote events for public participation in the downtown; and (iv) endeavor to create employment opportunities in the downtown ("Services"). The JDDA further agrees that the composition of JDDA's executive board will include a Town representative to act as a member of the board without voting rights.

3. Financial Support. In consideration of the Services, the Town agrees to provide financial support to the JDDA. To obtain financial support during a calendar year, the JDDA may make written requests for funds to the Town Manager and include therewith documentation supporting the request for funds. Upon review and approval of the Town Manager, the Town Manager shall cause the Town to provide funds to the JDDA. The Town Manager, however, is not authorized to release funds to the JDDA in any calendar year in an amount that exceeds \$15,000 or that may be appropriated annually in the Town fiscal year budget for the JDDA. If the JDDA requests funds exceeding \$15,000 or exceeding the amount budgeted in any calendar year, the JDDA may request such additional funds from the Town Council.

4. Reporting Requirements. To receive financial support from the Town, the JDDA agrees to satisfy the following reporting requirements:

a. Annual Report. On or before January 31 of each calendar year that this Agreement is in effect, the JDDA shall provide an annual report to the Town containing, at a minimum, the following information:

1. A list of current JDDA members and membership level;
2. The financial statement and statement of activity for the previous year;
3. A finalized budget for the current year;
4. A summary and analysis of the specific steps taken to implement the JDDA's strategic plans and goals, revitalize the downtown and perform the Services;
5. A summary and analysis of the public events that the JDDA sponsored or supported during the previous year including budget summary for each event;
6. A summary of public events that the JDDA intends to sponsor or support during the current year;
7. A summary of the downtown businesses and organizations that received direct assistance from the JDDA and of the prospective businesses with whom the JDDA discussed relocating or opening in the downtown area; and

8. If available, data that measures the JDDA's success in revitalizing the downtown, promoting economic development and fostering employment opportunities

b. Quarterly Reports: On or before the first day of the month of each fiscal quarter of each calendar year that this Agreement is in effect, except the first fiscal quarter (April 1, July 1 and October 1), the JDDA shall provide a quarterly report to the Town containing, at a minimum, the following information:

1. A financial statement and statement of activity for the previous quarter; and
2. A brief summary of the public events, organizations, and businesses that the JDDA sponsored or assisted during the previous quarter.

c. Written Funding Request: On or before July 31 of each calendar year that this Agreement is in effect, the JDDA shall provide a written funding request to the Town outlining the amount of funding requested for the following fiscal year along with a proposed budget for the following fiscal year.

d. Oral Presentation. During the last quarter of each calendar year, the JDDA shall make an oral presentation to the Town Council. The oral presentation shall include at minimum:

1. A summary of the annual report and quarterly reports submitted during the current year;
2. An overview of the JDDA activity for the current year including a financial summary; and
3. A summary of how the JDDA has supported and met its strategic plans and goals to encourage and promote the vibrancy of downtown.

5. Term and Termination. The term of this Agreement shall commence on the Effective Date and continue until terminated as provided herein. Either Party may terminate this Agreement, with or without cause, by providing the other Party with fifteen (15) days written notice.

6. Notice. All notices permitted or required under this Agreement shall be given to the respective Party at the following address, or at such other address as the respective Party may provide in writing for this purpose:

JDDA

The Johnstown Downtown Development Association  
 Attn: President  
 39 S Parish Ave., Suite 120  
 Johnstown, CO 80534  
 Email: johnstowndda@gmail.com

TOWN OF JOHNSTOWN

Town of Johnstown  
 Attn: Town Manager  
 P.O. Box 609  
 Johnstown, CO 80534  
 Email: mlecerf@townofjohnstown.com

Such notice shall be deemed given when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service. In the alternative, notice may be provided by electronic mail communication on the condition that the recipient acknowledges receipt of the electronic mail

7. Non-Appropriation. 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 appropriated.

8. Amendments. Any alternations, variations, modifications or waivers of provisions of the Agreement, unless specifically authorized in this Agreement, shall be valid only when reduced to writing and duly signed and approved by authorized representatives of both Parties.

9. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous negotiations, understandings or agreements, whether written or oral.

10. Waiver. No waiver of any term, condition or default of this Agreement shall be deemed a continuing waiver of the same or other term, condition or default.

11. Assignment. The JDDA shall not assign or transfer its interest in this Agreement or any part thereof without the prior written consent of the Town. Any such assignment shall, in the discretion of the Town, immediately void this Agreement.

12. No Third-Party Beneficiaries; Responsibility for Services. There are no intended third-party beneficiaries of any right or obligation assumed by the Parties under this Agreement. The Parties understand, recognize and agree that the JDDA assumes full responsibility for its acts and omissions and for the performance of the Services and that the Town is no way responsible or liable for the acts or omissions of the JDDA.

13. Authority to Execute Agreement. The Town and JDDA each warrant that the individual signing this Agreement on its respective behalf has the legal power, right and authority to enter into this Agreement so as to bind the respective Party for whom they sign to the terms of this Agreement.

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.

15. Headings. The headings used herein are for convenience purposes only and shall not limit the meaning of the language contained herein.

IN WITNESS WHEREOF, the Parties hereto have affixed their signatures below.

# JOHNSTOWN DOWNTOWN DEVELOPMENT ASSOCIATION

By: \_\_\_\_\_  
\_\_\_\_\_, President

STATE OF COLORADO) ) ss  
COUNTY OF WELD )

SUBSCRIBED AND SWORN to before me this \_\_\_\_\_day of \_\_\_\_\_, 2022, by \_\_\_\_\_ as the President of the Johnstown Downtown Development Association.

WITNESS my hand and official seal.

My commission expires:\_\_\_\_\_

Notary Public

TOWN OF JOHNSTOWN, COLORADO

By: \_\_\_\_\_  
Gary Lebsack, Mayor

ATTEST:

By: \_\_\_\_\_  
Diana Seele, Town Clerk



# Town of Johnstown

## TOWN COUNCIL AGENDA COMMUNICATIONS

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**AGENDA DATE:** May 16, 2022

**SUBJECT:** North Sewer Expansion – Phase 1

**ACTION PROPOSED:** Award Construction Contract for the North Sewer Expansion – Phase 1

**ATTACHMENTS:**

1. GMP Summary
2. 3<sup>rd</sup> party Cost Comparison
3. Value Engineering Risk Register
4. Contract

**PRESENTED BY:** Ellen Hilbig, Utilities Director

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### AGENDA ITEM DESCRIPTION:

Enclosed for your review and consideration is a request to award the construction contract for the North Sewer Expansion – Phase 1 project to Connell Resources, Inc. for a Guaranteed Maximum Price (GMP) of \$29,725,650.25.

The North Sewer Expansion – Phase 1 project involves the construction of a sewer interceptor from the Central Wastewater Treatment Plant that heads north and west to provide capacity to the developable area along WCR50. The project involves the construction of 3 miles of 27” gravity fed pipe, .5 miles of 24” gravity fed pipe, .5 miles of 12” force main, a new lift station on the south side of WCR50 and the abandonment of the Corbett Glen lift station. The project is essential to provide the necessary infrastructure to support growth on the north side of town, including the Held Annexation, Revere and Great Plains developments. Construction is scheduled to be completed by the end of the year 2023.

Staff awarded a Construction Manager at Risk (CMaR) contract for the Central Sewer Expansion project to Connell Resources at the Feb 3, 2020 Council Meeting. As part of this contract Connell Resources creates a Guaranteed Maximum Price (GMP) which includes open book financials on costs and procurement upon the issuance of the 90% design set and specifications for the project by the Towns design engineer, IMEG. Town staff are also required to hire an independent cost estimator, Canterbury Construction Management Services (CCMS) to review the GMP to be in compliance with the CMaR process. A cost reconciliation meeting was held with Connell Resources, CCMS, IMEG, and Town Staff in order to develop a cost consensus and agree on the GMP.

The GMP for the construction of the North Sewer Expansion – Phase 1 project is \$29,725,650.25 and includes a 6% contingency for unforeseen challenges. Town staff and the Connell Resources team will continue to evaluate potential cost savings opportunities through the value engineering and risk register attached during construction to further reduce the final project cost. The goal of the award of this project at this stage is to start the procurement of all project materials to lock prices in and minimize delays due to lead times on materials.

*The Community That Cares*

[www.TownofJohnstown.com](http://www.TownofJohnstown.com)

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

## Total Project Expenses to Date:

IMEG Engineering Design North Ex	\$1,735,000.00
IMEG Construction Admin North Ex	20,000.00
CMMS Construction Admin North Ex	\$9,240
Connell Resources CMaR Services North Ex	\$29,725,650.25
<u>Connell Resources Construction GMP</u>	<u>\$62,450.00</u>
<b>Total</b>	<b>\$31,552,340.25</b>

The total project cost for the North Sewer Expansion – Phase 1 to date is \$31,552,340.25. The Town budgeted \$17 million for construction and \$900,000 for design to cover all project expenses in 2022. Additional funding will be budgeted for in 2023 to cover the difference between the GMP and the budgeted \$17 million. This pricing also does not take into account costs associated with the acquisition of easements necessary for the project construction.

**LEGAL ADVICE**

The Contract has been reviewed by the Town's Attorney.

**FINANCIAL ADVICE:**

The Town budgeted \$17 million for construction and \$900,000 for design in 2022 for the North Sewer Expansion – Phase 1 project to cover all 2022 project expenses. Additional funding will be budgeted for in 2023 to cover the difference between the GMP and the budgeted \$17 million.

**RECOMMENDED ACTION:** Town Staff recommends the award of the construction contract for the North Sewer Expansion – Phase 1 project to Connell Resources, Inc. for a Guaranteed Maximum Price (GMP) of \$29,725,650.25.

**SUGGESTED MOTIONS:****For Approval**

I move to award the construction contract for the North Sewer Expansion – Phase 1 project to Connell Resources, Inc. for a Guaranteed Maximum Price (GMP) of \$29,725,650.25.

**For Denial**

I move to deny the selection of Connell Resources, Inc., as the Construction Contractor for the North Sewer Expansion – Phase 1 project and direct Staff to formally bid out the project.

*Reviewed and Approved for Presentation,*



Town Manager

**Connell Resources, Inc.**  
**7785 Highland Meadows Pkwy, #100**  
**Fort Collins, CO 80528**  
**Phone: (970) 223-3151**  
**Fax: (970) 223-3191**



Estimator: Bill Anderson

## BUDGET FOR COST

Date: 4/18/2022

<b>Submitted To:</b>	Town Of Johnstown	<b>Budget Title:</b>	North Sewer Expansion - Phase 1 90% Plans
<b>Address:</b>	450 S Parish Ave Johnstown, CO 80534	<b>Budget Number:</b>	
<b>Contact:</b>	Ellen Hilbig	<b>Project Location:</b>	
<b>Phone:</b>	970-587-4664	<b>Project City, State:</b>	Johnstown, CO
<b>Fax:</b>	970-587-0141	<b>Engineer/Architect:</b>	IMEG

We have prepared for your information the following items for budget evaluation purposes for the referenced project. This budget includes conceptual quantities, resource costs, scope-of-work and schedules and therefore may not completely represent all items of work or cost ultimately necessary for completion of the project. This budget was prepared using reasonable skill and judgment, but is not an offer to perform the Work described.

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
<b>A. Gravity Segment (Sta 00+00 To 86+25)</b>					
1	Silt Fence - EC (Bid Compacted Earthen Berm In Lieu Of Silt Fence)	20,300.00	LF	\$1.10	\$22,330.00
2	Vehicle Tracking Control - EC (Bid Steel Plates For Less Maintenance And Longer Duration)	300.00	SY	\$65.40	\$19,620.00
3	Concrete Washout Area - EC	3.00	EACH	\$1,390.00	\$4,170.00
4	Stabilized Staging Area - EC	300.00	SY	\$14.90	\$4,470.00
5	Seed and Mulch - EC	33.00	ACRE	\$2,160.00	\$71,280.00
6	Street Sweeping	80.00	HR	\$175.00	\$14,000.00
7	Portable Sanitary Facility	1.00	LS	\$3,260.00	\$3,260.00
8	Maintain Erosion Control (EC) Measures (Allowance)	2.00	WK	\$2,380.00	\$4,760.00
9	Additional Erosion Control Measures (Allowance)	1.00	LS	\$2,380.00	\$2,380.00
10	Clear and Grub	123,031.00	SY	\$0.06	\$7,381.86
11	Strip and Stockpile Topsoil (6-Inches)	20,505.00	CY	\$3.05	\$62,540.25
12	Replace Stripped Topsoil	20,505.00	CY	\$2.85	\$58,439.25
13	Dewatering Allowance - Gravity Segment Drilled Wells At 50'	14,642.00	LF	\$111.00	\$1,625,262.00
14	Dewatering Allowance - Bore	10.00	EACH	\$14,400.00	\$144,000.00
15	Prep And Place 6" Gravel Access Road	14,200.00	SY	\$11.20	\$159,040.00
16	Restoration - Finish Grading	123,031.00	SY	\$0.63	\$77,509.53
17	24" Sewer, 12'-16' Depth	2,874.00	LF	\$253.00	\$727,122.00
18	27" Sewer, 12'-16' Depth	6,160.00	LF	\$286.00	\$1,761,760.00
19	27" Sewer, 16' + Depth	9,894.00	LF	\$322.00	\$3,185,868.00
20	Bore 36" Casing Pipe	199.00	LF	\$2,550.00	\$507,450.00
21	Bore 42" Casing Pipe	200.00	LF	\$3,870.00	\$774,000.00
22	Bedrock Excavation (13,359 CY) (No Blasting)	10,994.00	LF	\$63.50	\$698,119.00
23	Muck Excavation Rock Stabilization 1 Ft Deep In Groundwater Areas	8,750.00	TON	\$46.30	\$405,125.00
24	Sewer Manhole 60"	24.00	EACH	\$7,790.00	\$186,960.00
25	Sewer Manhole 72" W Landing (Includes Manhole Marker Post For Buried Manholes And Test Station For Location Wires Offset To ROW)	30.00	EACH	\$12,000.00	\$360,000.00
26	Remove And Replace Existing CMP	185.00	LF	\$57.70	\$10,674.50
27	Remove And Replace Existing Fence Allowance	1,610.00	LF	\$11.60	\$18,676.00
28	Remove And Replace Existing Unknown Irrigation Allowance	1.00	LS	\$11,600.00	\$11,600.00
29	Remove And Replace Existing Concrete Lined Ditch	600.00	LF	\$52.40	\$31,440.00
30	Construction Traffic Control - CR 48.5 Mobilization	1.00	EACH	\$757.00	\$757.00
31	Construction Traffic Control - CR 48.5 Plans	1.00	EACH	\$58.20	\$58.20
32	Construction Traffic Control - CR 48.5 Message Boards	360.00	DY	\$81.50	\$29,340.00
33	Construction Traffic Control - CR 48.5 Closure Equipment	180.00	DY	\$68.10	\$12,258.00

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
34	Construction Traffic Control - CR 48.5 Supervisor	5.00	DY	\$582.00	\$2,910.00
35	Construction Traffic Control - CR 48.5 Flaggers	80.00	HR	\$34.90	\$2,792.00
36	Construction Traffic Control - CR 48.5 Inspections	180.00	DY	\$93.10	\$16,758.00
37	Railroad Insurance	1.00	LS	\$10,500.00	\$10,500.00
38	Railroad Right Of Entry Permit	1.00	LS	\$23,300.00	\$23,300.00
39	Railroad Flagging (Allowance)	300.00	HR	\$146.00	\$43,800.00
40	Potholing	400.00	HR	\$247.00	\$98,800.00
41	Mobilization/Site Management	1.00	LS	\$332,900.00	\$332,900.00
42	Construction Surveying (Gravity Segment)	1.00	LS	\$105,100.00	\$105,100.00
43	Performance and Payment Bonds	1.00	LS	\$78,600.00	\$78,600.00
<b>Total Price for above A. Gravity Segment (Sta 00+00 To 86+25) Items:</b>					<b>\$11,717,110.59</b>
<b><u>B. Lift Station/Force Main Segment (STA 194+26 To 210+76)</u></b>					
LS.15	New Lift Station - Excavation (Includes 717 CY Excess Haul To Disposal)	1,792.00	CY	\$13.90	\$24,908.80
LS.26	New Lift Station (3-Pumps) And Apparatuses - Owned Equipment (Hensel Phelps Construction)	1.00	LS	\$328,800.00	\$328,800.00
44	New Lift Station Silt Fence - EC (Bid Compacted Earthen Berm In Lieu Of Silt Fence)	3,000.00	LF	\$0.81	\$2,430.00
45	New Lift Station Vehicle Tracking Control - EC (Bid Steel Plates For Less Maintenance And Longer Duration)	232.00	SY	\$55.50	\$12,876.00
46	New Lift Station Concrete Washout Area - EC	1.00	EACH	\$1,390.00	\$1,390.00
47	New Lift Station Stablized Staging Area - (4" Aggregate Base EC On Closest Laydown Area)	6,700.00	SY	\$8.05	\$53,935.00
48	New Lift Station Seed And Mulch - EC	4.50	ACRE	\$2,160.00	\$9,720.00
49	New Lift Station Street Sweeping	80.00	HR	\$175.00	\$14,000.00
50	New Lift Station Portable Sanitary Facility	1.00	LS	\$4,660.00	\$4,660.00
51	New Lift Station Maintain Erosion Control (EC) Measures (Allowance)	18.00	WK	\$660.00	\$11,880.00
52	New Lift Station Additional Erosion Control Measures (Allowance)	1.00	LS	\$660.00	\$660.00
53	New Lift Station Clear And Grub	21,400.00	SY	\$0.25	\$5,350.00
54	New Lift Station Strip And Stockpile Topsoil (6-Inches)	3,567.00	CY	\$4.35	\$15,516.45
55	New Lift Station Replace Stripped Topsoil	3,567.00	CY	\$4.35	\$15,516.45
56	New Lift Station Restoration - Finish Grading	21,400.00	SY	\$0.67	\$14,338.00
57	New Lift Station - Dewatering W 10 Deep Wells	16.00	WK	\$9,480.00	\$151,680.00
58	New Lift Station - Foundation Rock Stabilization 1 Ft Deep Under Wet Well, Emergency Overflow Vault, Valve Vault	220.00	TON	\$64.60	\$14,212.00
59	Force Main Asphalt Removal Milling 5"-7"	5,260.00	SY	\$9.95	\$52,337.00
60	Force Main Replace Asphalt Paving WCR 48.5 / WCR 50 Assume 5" Asphalt / 8" Class 5 Agg Base	5,260.00	SY	\$49.60	\$260,896.00
61	Force Main Pavement Markings WCR 48.5/50	1.00	LS	\$4,190.00	\$4,190.00
62	Force Main 12" DI To PVC C900 Flange Adaptor	2.00	EACH	\$3,680.00	\$7,360.00
63	Force Main 12-Inch Force Main Fusible PVC DR 18	3,221.00	LF	\$162.00	\$521,802.00
64	Force Main 12-Inch 22.5 Degree Bend (Fitting Epoxy Lined)	2.00	EACH	\$2,240.00	\$4,480.00
65	Force Main 12-Inch 45 Degree Bend (Fitting Epoxy Lined)	8.00	EACH	\$2,310.00	\$18,480.00
66	Force Main 12-Inch 90 Degree Bend (Fitting Epoxy Lined)	2.00	EACH	\$2,470.00	\$4,940.00
67	Force Main 12" Combination Air Valve In Manhole	2.00	EACH	\$11,500.00	\$23,000.00
68	New Lift Station (3-Pumps) And Apparatuses - General Conditions (Hensel Phelps Construction)	1.00	LS	\$756,500.00	\$756,500.00
69	New Lift Station (3-Pumps) And Apparatuses - Sitework (Hensel Phelps Construction)	1.00	LS	\$39,700.00	\$39,700.00
70	New Lift Station - Shoring	7,975.00	SF	\$346.00	\$2,759,350.00
70	New Lift Station - Shoring Railing/Fall Protection	292.00	LF	\$46.60	\$13,607.20
71	Force Main 12X6" Emergency Connection	2.00	EACH	\$9,890.00	\$19,780.00



Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
72	New Lift Station - Structure Excavation For Wetwell Vault/Emergency Overflow Vault, Valve Vault / Haul To Disposal	3,400.00	CY	\$32.90	\$111,860.00
73	New Lift Station - Class 1 Structure Backfill Wet Well Overflow Vault Lower Foundation (4' Outside Wall To Shoring)	1,180.00	CY	\$80.00	\$94,400.00
74	New Lift Station - Class 2 Structure Backfill Upper Valve Vault	200.00	CY	\$27.40	\$5,480.00
75	New Lift Station - Structure Excavation Lift Station Building And Generator Enclosure Spread Footings	158.00	LF	\$23.00	\$3,634.00
76	New Lift Station - Structure Backfill Lift Station Building And Generator Enclosure 3 Ft Footings	158.00	LF	\$34.60	\$5,466.80
77	New Lift Station - Fine Grade Building Pad And Place 4" Underslab Gravel (Generator Enclosure/Lift Station Building/Exterior Concrete Pavement)	1,470.00	SF	\$4.10	\$6,027.00
78	New Lift Station - 8" Thick Aggregate Base Class 5 Gravel Road / Paratex Weed Control / Prepared Subgrade	840.00	SY	\$26.00	\$21,840.00
79	New Lift Station - Black Vinyl Coated Chain Link Fence 700 LF, 12' Swing Gate,	700.00	LF	\$74.20	\$51,940.00
80	Lift Station - Landscaping (Allowance)	1.00	LS	\$29,100.00	\$29,100.00
81	Lift Station - Bollard	10.00	EACH	\$437.00	\$4,370.00
82	New Lift Station (3-Pumps) And Apparatuses - Concrete (Hensel Phelps Construction)	1.00	LS	\$1,737,500.00	\$1,737,500.00
83	New Lift Station (3-Pumps) And Apparatuses - Masonry (Hensel Phelps Construction)	1.00	LS	\$66,200.00	\$66,200.00
84	New Lift Station (3-Pumps) And Apparatuses - Metals (Hensel Phelps Construction)	1.00	LS	\$155,500.00	\$155,500.00
85	New Lift Station (3-Pumps) And Apparatuses - Wood & Plastics (Hensel Phelps Construction)	1.00	LS	\$39,300.00	\$39,300.00
86	New Lift Station (3-Pumps) And Apparatuses - Thermal & Moist Protection (Hensel Phelps Construction)	1.00	LS	\$56,200.00	\$56,200.00
87	New Lift Station (3-Pumps) And Apparatuses - Doors & Windows (Hensel Phelps Construction)	1.00	LS	\$21,500.00	\$21,500.00
88	New Lift Station (3-Pumps) And Apparatuses - Finishes (Hensel Phelps Construction)	1.00	LS	\$55,000.00	\$55,000.00
89	New Lift Station (3-Pumps) And Apparatuses - Equipment (Hensel Phelps Construction)	1.00	LS	\$640,100.00	\$640,100.00
90	New Lift Station (3-Pumps) And Apparatuses - Mechanical (Hensel Phelps Construction)	1.00	LS	\$573,800.00	\$573,800.00
91	New Lift Station (3-Pumps) And Apparatuses - Electrical (Hensel Phelps Construction)	1.00	LS	\$1,390,400.00	\$1,390,400.00
92	Lift Station Electrical/Plumbing/Mechanical Contingency	1.00	LS	\$0.00	\$0.00
93	Force Main Construction Traffic Control - CR 50 Mobilization	1.00	LS	\$734.00	\$734.00
94	Force Main Construction Traffic Control - CR 50 Plans (Road Closure, Shoulder Closure)	2.00	EACH	\$58.20	\$116.40
95	Force Main Construction Traffic Control - CR 50 Road Closure Equipment	90.00	DY	\$62.50	\$5,625.00
96	Force Main Construction Traffic Control - CR 50 Shoulder Closure Equipment	20.00	DY	\$153.00	\$3,060.00
97	Force Main Construction Traffic Control - CR 50 Traffic Control Supervisor	5.00	DY	\$582.00	\$2,910.00
98	Force Main Construction Traffic Control - CR 50 Flagging	80.00	HR	\$34.90	\$2,792.00
99	Force Main Construction Traffic Control - CR 50 Traffic Control Inspections	90.00	DY	\$93.10	\$8,379.00
100	Xcel Energy Pole Support/Deenergize Allowance	1.00	LS	\$29,100.00	\$29,100.00
101	Force Main Potholing (Allowance)	400.00	HR	\$247.00	\$98,800.00
102	Mobilization/Site Management	1.00	LS	\$419,700.00	\$419,700.00
103	Force Main Construction Surveying	1.00	LS	\$13,200.00	\$13,200.00

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
104	Force Main Performance And Payment Bond	1.00	LS	\$73,000.00	\$73,000.00
<b>Total Price for above B. Lift Station/Force Main Segment (Sta 194+26 To 210+76) Items:</b>					<b>\$10,895,329.10</b>
<b>C. Interceptor Gravity Segment (Sta 210+76 To 313+20) And CR 13</b>					
105	Silt Fence - EC (Bid Compacted Earthen Berm In Lieu Of Silt Fence)	12,400.00	LF	\$1.10	\$13,640.00
106	Vehicle Tracking Control - EC (Bid Steel Plates For Less Maintenance And Longer Duration)	255.00	SY	\$76.00	\$19,380.00
107	Concrete Washout Area - EC	2.00	EACH	\$1,390.00	\$2,780.00
108	Stabilized Staging Area - EC	120.00	SY	\$24.20	\$2,904.00
109	Seed and Mulch - EC	15.00	ACRE	\$2,160.00	\$32,400.00
110	Street Sweeping	40.00	HR	\$175.00	\$7,000.00
111	Portable Sanitary Facility	1.00	LS	\$931.00	\$931.00
112	Maintain Erosion Control (EC) Measures (Allowance)	2.00	WK	\$2,380.00	\$4,760.00
113	Additional Erosion Control Measures (Allowance)	1.00	LS	\$2,380.00	\$2,380.00
114	Clear and Grub	106,622.00	SY	\$0.05	\$5,331.10
115	Strip and Stockpile Topsoil (6-Inches)	17,770.00	CY	\$3.00	\$53,310.00
116	Replace Stripped Topsoil	17,770.00	CY	\$2.90	\$51,533.00
117	Dewatering Allowance - Gravity Segment Drilled Wells At 50'	11,100.00	LF	\$111.00	\$1,232,100.00
118	Dewatering Allowance - Bore	8.00	EACH	\$17,100.00	\$136,800.00
119	Restoration - Finish Grading	106,622.00	SY	\$0.63	\$67,171.86
120	12" Sewer, 12'-16' Depth	1,585.00	LF	\$140.00	\$221,900.00
121	12" Sewer, 16' + Depth	957.00	LF	\$212.00	\$202,884.00
122	18" Sewer, 12'-16' Depth	5,188.00	LF	\$182.00	\$944,216.00
123	21" Sewer, 12'-16' Depth	2,503.00	LF	\$225.00	\$563,175.00
124	24" Sewer, 12'-16' Depth	2,553.00	LF	\$253.00	\$645,909.00
125	Bore 36" Casing Pipe	71.00	LF	\$2,480.00	\$176,080.00
126	Bedrock Excavation (4,453 CY) (No Blasting)	2,903.00	LF	\$45.80	\$132,957.40
127	Muck Excavation Rock Stabilization 1 Ft Deep In Groundwater Areas	3,750.00	TON	\$67.90	\$254,625.00
128	Sewer Manhole 48"	7.00	EACH	\$5,920.00	\$41,440.00
129	Sewer Manhole 60"	28.00	EACH	\$7,790.00	\$218,120.00
130	Sewer Manhole 72" W Landing (Includes Manhole Marker Post For Buried Manholes And Test Station For Location Wires Offset To ROW)	4.00	EACH	\$11,900.00	\$47,600.00
131	24" Plug Valve (Includes 40 LF PVC C900 For Valve Connection As SDR 35 Does Not Connect)	1.00	EACH	\$47,600.00	\$47,600.00
132	Remove And Replace Existing CMP	40.00	LF	\$57.70	\$2,308.00
133	Remove And Replace Existing Fence Allowance	600.00	LF	\$11.60	\$6,960.00
134	Remove And Replace Existing Unknown Irrigation Allowance	1.00	LS	\$11,600.00	\$11,600.00
135	Remove And Replace Existing Concrete Lined Ditch	200.00	LF	\$23.30	\$4,660.00
136	Construction Traffic Control - CR 50 Mobilization	1.00	EACH	\$757.00	\$757.00
137	Construction Traffic Control - CR 50 Plans	1.00	EACH	\$58.20	\$58.20
138	Construction Traffic Control - CR 50 Message Boards	30.00	DY	\$81.50	\$2,445.00
139	Construction Traffic Control - CR 50 Closure Equipment	30.00	DY	\$68.10	\$2,043.00
140	Construction Traffic Control - CR 50 Supervisor	5.00	DY	\$582.00	\$2,910.00
141	Construction Traffic Control - CR 50 Flaggers	40.00	HR	\$34.90	\$1,396.00
142	Construction Traffic Control - CR 50 Inspections	30.00	DY	\$93.10	\$2,793.00
143	Corbett Glen Flow Bypass Pumping	1.00	WK	\$19,900.00	\$19,900.00
144	Xcel Energy Pole Support/Deenergize Allowance	1.00	LS	\$29,100.00	\$29,100.00
145	Potholing (Allowance)	200.00	HR	\$247.00	\$49,400.00
146	Mobilization/Site Management (Included In Item 102)	1.00	LS	\$0.00	\$0.00
147	Construction Surveying	1.00	LS	\$6,190.00	\$6,190.00
148	Performance And Payment Bond	1.00	LS	\$35,600.00	\$35,600.00
<b>Total Price for above C. Interceptor Gravity Segment (Sta 210+76 To 313+20) And CR 13 Items:</b>					<b>\$5,307,047.56</b>

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
<b>D. Supp 1 - Water Cistern And Supply System</b>					
149	New Lift Station 5000 Gallon Water Cistern Allowance, Used Poly Pipe	1.00	LS	\$104,800.00	\$104,800.00
<b>Total Price for above D. Supp 1 - Water Cistern And Supply System Items:</b>					<b>\$104,800.00</b>
<b>E. SUPP 2 - Demolish/Decommissioning Of Corbett Lift Station</b>					
156	Demolish/Decommissioning Existing Lift Station - Remove Pump Housing	1.00	LS	\$11,300.00	\$11,300.00
157	Demolish/Decommissioning Existing Lift Station - Remove 8" Concrete Slab	425.00	SF	\$4.00	\$1,700.00
158	Demolish/Decommissioning Existing Lift Station - Clean Wet Well/Backfill Existing Wet Well With Gravel	45.00	CY	\$93.40	\$4,203.00
159	Demolish/Decommissioning Existing Lift Station - Excel Energy Fees Allowance	1.00	LS	\$1,160.00	\$1,160.00
<b>Total Price for above E. SUPP 2 - Demolish/Decommissioning Of Corbett Lift Station Items:</b>					<b>\$18,363.00</b>
<b>F. Project Contingency</b>					
160	Project Contingency (6%)	28,050,000.00	DLR	\$0.06	\$1,683,000.00
<b>Total Price for above F. Project Contingency Items:</b>					<b>\$1,683,000.00</b>
<b>Total Bid Price:</b>					<b>\$29,725,650.25</b>

- Notes:**
- Budget Pricing is based upon 90% Design Plans titled "North Sewer Expansion - Phase 1" dated March 25, 2022, Sheets 1 through 87, prepared by IMEG.
  - The following are excluded from this proposal: Warrantee period in excess of two years; Street cleaning for work performed by others; Permits: including but not limited to, city building, development construction, Fees, including but not limited to, for development, inspection, utility connection, meters, etc.; Maintenance of erosion control devices for others; quality control or acceptance testing
  - Material prices for pipeline Items are guaranteed for a period of 10 days from the date shown on the top of this quote. After 10 days the material prices may change the unit prices quoted.
  - Environmental site assessment / mitigation of hazardous or contaminated materials is excluded. Treatment or testing for contaminated groundwater is specifically excluded.

**Quotation For:**

Michael Smith

CONNELL RESOURCES, INC.  
7785 HYLAND MEADOWS PKWY, STE 100  
FORT COLLINS, CO-Colorado 80528

(970) 223-3151  
msmith@connellresources.com

**Quotation From:**

John Cheever

1687 Cole Blvd. Ste 300  
Lakewood, Colorado 80401

john.cheever@holcim.com

**Project Name**Johnstown North Sewer  
Expansion Phase 1**Project Address**

CR 17 and CR 48.5  
Johnstown, CO  
80534

**Quote Date**

4/12/2022

**Quote Number**

Q-391903

**Legacy Quote Number****Customer Number**

37014

**PO#****Open for Acceptance Until**

5/12/2022

**Product Lines**

Product	Product Description	Line Description	Plant	Quantity	UOM	Material Price	Truck Type	Freight	Landed Price
7422	SG, ROAD BASE CL6, 3/4"-#200	Meets Class 5 / 6	LONGMONT EAST SAND & GRAVEL	14,500	TON	\$12.00	Trailer Tandem SIDE	\$6.25 \$9.20 \$6.55	\$18.25 \$21.20 \$18.55
7284	SG, #67, 3/4"-#4, W	1" Bedding Rock, Meets 57/67	GREELEY WEST SAND & GRAVEL	72,000	TON	\$21.75	Trailer Tandem SIDE	\$4.15 \$6.30 \$4.55	\$25.90 \$28.05 \$26.30
7294	SG, #8, 3/8"-#8, W	Pea Gravel	GREELEY WEST SAND & GRAVEL	8,000	TON	\$18.00	Trailer Tandem SIDE	\$4.15 \$6.30 \$4.55	\$22.15 \$24.30 \$22.55
7433	SG, SQUEEGEE, 3/8"-#16, W	Squeegee	GREELEY WEST SAND & GRAVEL	1	TON	\$12.00	Trailer Tandem SIDE	\$4.15 \$6.30 \$4.55	\$16.15 \$18.30 \$16.55

**Additional Notes for Q-391903**

The following inclusions apply to quote:

- The prices quoted become effective 4/12/2022 and is subject to escalation after the quote acceptance date as provided for in our Terms and Conditions of Sales.
- This quotation supersedes all previous quotations for the products, delivery points and project detailed above.
- Payment terms will be 30 DAYS NET. The seller reserves the right to apply a 1.5% finance charge per month (annual rate 18%) on unpaid balances outside terms as stated.
- Quoted rates does not guarantee delivery rate (ie: tons/hr, tons/day, etc). Delivery schedules will be mutually agreed upon by both companies.
- All material is subject to availability.
- Pricing is based on all material purchased from Aggregate Industries. If individual items are to be purchased AI reserves the right to reevaluate pricing on all products.
- DBE participation by freight is not guaranteed. Aggregate Industries will need to utilize both non-DBE and DBE haulers on this project.
- FUEL SURCHARGE Quoted freight rates are based on Diesel Fuel prices according to Energy Information Administration for the Rocky Mountain Region ([www.eia.gov](http://www.eia.gov)). The fuel surcharge base rate is set using the 'Quote Date' of this quote located on page 1 and the corresponding EIA.gov Week 1 posting for that same time period. Freight rates are firm for the Quote Date month but are subject for review and increases each month following. Fuel surcharges will apply once the base diesel price increases by \$.25 per gallon. If rates increase by that amount then there will be a 2.5% increase to the quoted freight rate. For every additional \$0.25 increase in the price per gallon of fuel, there shall be another 2.5% increase.
- Contract of sale shall be made when the seller receives a signed copy of this quote.
- Unless stated otherwise, the above prices are quoted on a per net ton (2,000 pounds) basis F.O.B.

- Sales tax is not included in the above pricing and is applicable unless exempt by State Law. If the contract is Tax Exempt, the Tax Exempt Certificate must be received prior to commencement of the project. Purchaser shall pay all applicable Federal, State and Local sales, use, excise and other taxes imposed on the sales of materials and on transportation charges with such sale being deemed to have taken place at the point of sale. Notification of tax-exempt status after shipments initiated will require customer to file for tax refund/credit from taxing authority for taxes charge up to the notification date. Credits will not be issued by Aggregate Industries for the taxes billed on the prior invoices.
- If the contract is Tax Exempt, the Tax Exempt Certificate must be received prior to commence of the project. Purchaser shall pay all applicable Federal, State and Local sales, use, excise and other taxes imposed on the sales of materials and on transportation charges with such sale being deemed to have taken place at seller's plant site or the site we have delivered the material to.
- All freight charges are based on full loads. Additional charges will apply for loads less than 13 tons on a tandem and 20 tons on a trailer.
- Deliveries outside of normal operating hours or on Saturday, Sunday or Holidays are subject to additional charges to be negotiated.
- Imported materials will be subject to negotiation.
- THE CONTACT PERSON IS John Cheever AND ANY QUERIES REGARDING THE ABOVE SHOULD BE ADDRESSED TO HIM/HER AT OR john.cheever@holcim.com.

ACCEPTANCE OF THIS QUOTATION: I certify by my signature that I am an authorized representative of the company named above and that I accept this quotation on behalf of the same company, including the prices, terms, and conditions contained herein.

Please return a signed copy of this quotation by mail to the address below or by facsimile before commencement of delivery.

\_\_\_\_\_  
Name (Please Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Standard Terms and Conditions of Sale****1. ACCEPTANCE.**

These Standard Terms and Conditions ("Terms") govern all sales of products and materials (the "Products") by Aggregate Industries Manager, Inc. ("AI"), or any parent, member, subsidiary or affiliate of AI ("Seller") to Buyer regardless of whether Buyer purchases the Products through the medium of written purchase orders or electronic orders via EDI (collectively, "Purchase Orders"). Upon receipt by Buyer of an express acceptance by Seller or upon commencement of performance by Seller, these Terms, the Purchase Order, as modified by Seller's acceptance or order acknowledgment, become a binding contract between Buyer and Seller on the terms reflected in those documents (the "Sales Agreement"). Notwithstanding the foregoing, Seller's acceptance of any order is subject to Buyer's assent to these Terms. Buyer's assent to these Terms shall be presumed from Buyer's receipt of Seller's Terms or Buyer's acceptance of all or any part of the Products ordered; no addition or modification of these Terms shall be binding upon Seller unless agreed to by Seller in writing. If a Purchase Order or other correspondence or documentation contains terms or conditions contrary to the terms and conditions contained herein, Seller's acceptance of any order shall not (i) be construed as assent to such contrary or additional terms and conditions or (ii) constitute a waiver by Seller of any of the terms and conditions contained in these Terms. Any additional, inconsistent or different "Conditions of Purchase" or the like of Buyer contained in Buyer's purchase order or other document submitted to Seller at any time, whether before or after the date hereof, are hereby expressly rejected by Seller.

**2. PRICE.**

The price of the Products, as set forth in the Purchase Order, does not include sales, use, excise or any other taxes or assessments levied by any federal, state, municipal or other governmental authority, unless Seller expressly agrees otherwise. In case of dispute between verbal or faxed quotations and a written quotation provided by Seller to Buyer (a "Written Quotation"), the Written Quotation shall be the controlling document. If during the performance of this contract, the price of materials increases, through no fault of Seller, the price of Products, under this Sales Agreement shall be equitably adjusted by an amount reasonably necessary to cover any such price increases. Such price increases shall be documented through quotes, invoices, or receipts. The price of the Products, as set forth in the Purchase Order, does not include sales, use, excise or any other taxes or assessments levied by any federal, state, municipal or other governmental authority, unless Seller expressly agrees otherwise. In case of dispute between verbal or faxed quotations and a written quotation provided by Seller to Buyer (a "Written Quotation"), the Written Quotation shall be the controlling document. If during the performance of this contract, the price of materials increases, through no fault of Seller, the price of Products, under this Sales Agreement shall be equitably adjusted by an amount reasonably necessary to cover any such price increases. Such price increases shall be documented through quotes, invoices, or receipts.

**3. PAYMENT.**

Payments must be made to Seller in U.S. dollars within (30) days of Buyer's receipt of the Products or invoice, whichever is sooner. Payment not received when due will bear interest at the lower of 18% per annum or the maximum rate allowed by applicable law. Seller reserves the right to limit or cancel the credit of Buyer, and Seller may require or demand payment of adequate assurances of performance from Buyer prior to taking any preparatory steps for performing the Sales Agreement or beginning the manufacture of the Products. Notwithstanding the foregoing payment terms, in the event of a conflict or discrepancy between the payment terms set forth on the face of a Written Quotation and the terms set forth herein, the payment terms included on such Written Quotation shall control and govern.

**4. SPECIFICATIONS.**

Seller shall manufacture the Products in substantial conformity with the drawings, data, instructions, samples and specifications, if any, that are provided by Buyer in a timely fashion and reflected by Seller in a Written Quotation. All product and product-related specifications are subject to applicable freight classification, Seller's customary manufacturing processes and industry courses of dealing and usages of trade.

**5. SHIPMENT.**

Unless otherwise specified by Seller, all prices are FOB Seller's manufacturing facility. Buyer must pay all transportation costs of the Products. Seller may make partial shipments at Seller's sole discretion. Seller must endeavor to meet the shipping date specified by Buyer. If Seller is unable to meet such date, Buyer has no claim for damages resulting from any delay in delivery.

**6. TITLE AND RISK OF LOSS.**

Title to the Products passes to Buyer when Seller has received full and indefeasible payment for such Products. Seller is not responsible for damage or loss in transit. All risk of loss to the Products passes to Buyer as the Products are loaded onto the carrier. Buyer must obtain adequate insurance to cover the Products from the time risk of loss has passed from Seller.

**7. LIMITED WARRANTY.**

Seller warrants that the Products will meet the specifications. THE FOREGOING NOTWITHSTANDING, SELLER IS NOT LIABLE FOR NORMAL MANUFACTURING DEFECTS OR FOR CUSTOMARY VARIATIONS FROM QUANTITIES OR SPECIFICATIONS. UNLESS EXPRESSLY STATED IN THE SALES AGREEMENT, SELLER DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND (WHETHER ARISING BY IMPLICATION OR BY OPERATION OF LAW) WITH RESPECT TO THE PRODUCTS, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OR REPRESENTATIONS AS TO MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE OR ANY OTHER MATTER. THIS SECTION SURVIVES THE TERMINATION OR CANCELLATION OF THE SALES AGREEMENT.

**8. CONDITIONS OF APPLICABILITY OR WARRANTY.**

Seller's warranty of any Product is of no effect if (i) the Product is not stored or handled appropriately, (ii) the defect of the Product resulted from damages occurring after delivery of the Product, (iii) the defect of the Product has not been reported to Seller within thirty (30) days after delivery, or (iv) the defect should have been discovered by Buyer in Buyer's inspection and it is not reported to Seller within ten (10) days after the Product's arrival at the destination.

**9. DEFECTIVE PRODUCTS.**

If a Product does not conform to the limited warranty in Section 7 and the warranty is not excluded by Section 8, then Buyer must promptly notify Seller. Upon receipt of a claim's report, Seller must either ask Buyer for a sample of the defective Product or schedule an inspection of the defective Product. If Seller determines that the Product does not comply with the warranty provided in Section 7, then Seller must repair or replace the defective Product at no cost to Buyer. Except as provided in this Section 9, SUCH REPAIR OR REPLACEMENT IS THE ONLY REMEDY OF BUYER FOR ANY BREACH OF THE LIMITED WARRANTY PROVIDED BY SELLER IN SECTION 7.

**10. RETURNS.**

No Products may be returned to Seller without providing prompt written notice of that intent and obtaining Seller's prior written consent. Returned Products must be securely packed by Buyer to reach Seller without damage. Buyer is responsible for the costs of returning the Products without being damaged.

**11. LIMITATION OF LIABILITY AND REMEDIES.**

IN NO EVENT IS SELLER RESPONSIBLE TO BUYER FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, ALL DIRECT AND INDIRECT LOST PROFITS, REGARDLESS OF WHETHER THOSE DAMAGES WERE FORESEEABLE. SELLER'S TOTAL LIABILITY ARISING UNDER OR IN CONNECTION WITH THIS SALES AGREEMENT SHALL BE LIMITED TO THE PURCHASE PRICE OF PRODUCTS SOLD UNDER THIS SALES AGREEMENT OR CORRESPONDING PURCHASE ORDER. THE SOLE AND EXCLUSIVE REMEDY OF BUYER OR ANY OTHER PARTY AGAINST SELLER FOR ALL CLAIMS OF ANY KIND, WHETHER BASED UPON CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF WARRANTY OR OTHERWISE, FOR ANY LOSS OR DAMAGES ARISING OUT OF, CONNECTED WITH OR RESULTING FROM, THE SALE OR FAILURE TO SELL, SHALL BE REPLACEMENT OF SUCH PRODUCT SOLD HEREUNDER, OR, AT SELLER'S OPTION, REFUND OF THE PURCHASE PRICE PAID FOR THE PRODUCT. NO OTHER REMEDY SHALL BE AVAILABLE TO BUYER. BUYER AND SELLER AGREE THAT THE EXCLUSIVE REMEDY SET FORTH HEREIN DOES NOT CAUSE THE CONTRACT TO FAIL OF ITS ESSENTIAL PURPOSE. Except as expressly set forth herein, nothing herein or in any quotation shall (i) create any right, cause of action or claim of, for, or on behalf of the Buyer, its heirs, successors, or assigns, or any third party under any theory, whether in contract, tort, negligence, strict liability or otherwise, other than the rights expressly set forth and created herein; (ii) create, modify or extend any express or implied warranties, or any limitations of those warranties; (iii) give the Buyer any rights to claim any direct or indirect damages of any nature, including but not limited to any incidental or consequential damages that may arise out of the use of any of the goods described herein or in such quotation or any parts thereof, or any Product replacement provided by Seller. As part of the consideration for the Product, Buyer agrees not to sue Seller in respect of these Terms or any quotation related to the Products described herein or therein unless Seller has breached one of the duties expressly created hereunder, and Buyer further agrees to indemnify Seller from any and all claims, costs, fees and expenses, including reasonable attorneys' fees, that may be incurred or spent incident to any such claim by any party (unless Seller has breached one of the duties expressly created hereunder, and then limited only to that claim alone).

**12. ENVIRONMENTAL FEE AND FUEL SURCHARGE.**

Seller is committed to help ensure a clean and safe environment for our employees, our customers, and our communities. Seller also is committed to controlling and covering its costs so we can continue to provide the best overall value across all product lines. Environmentally-related costs and fuel-related costs are something we cannot fully control. Seller's environmental fee and fuel surcharge are meant to help us cover these costs and to help us achieve an acceptable operating margin. The environmental fee and fuel surcharge are separate line items on customer invoices. Seller's environmental fee helps to cover our costs and expenses to operate, on a company-wide basis, in a safe and environmentally responsible manner. The amount or percentage of the environmental component is not specifically tied to the direct or indirect costs to service Buyer's account, but instead to the Seller's overall costs and operating margin goals. Similarly, Seller's fuel surcharge is a charge to cover the Seller's overall costs associated with the delivery of products, including but not limited to the cost of fuel, and the incremental costs for unexpected mileage, wait times, and traffic patterns, and to help meet margin goals.

**NOT A GOVERNMENTAL TAX; FUTURE CHANGES.**

Seller's environmental fee and fuel surcharge are not taxes, surcharges, or fees imposed by or remitted to any governmental or regulatory agency; they are Seller's charges. The environmental fee and fuel surcharge may be changed at the discretion of Seller. To the extent required by Buyer's applicable customer service terms, the assessment of the environmental fee and fuel surcharge or any change to such charge is effective upon Buyer's acceptance of rebate payments from Seller or Buyer's payment of any such charges to Seller.

**13. DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER.**

The Terms of the Sales Agreement include but not limited to Claims related to the financing of the purchase, ("Claims") shall be resolved by arbitration in the Governing State. "Claims" shall be given the broadest meaning possible and includes, without limitation, Claims against any of Seller's owners, shareholders, affiliates, subsidiaries, directors, officers, employees, representatives, agents, successors, or assigns. "Claims" does not include Seller's

bond and/or lien claims, which may be enforced and/or resolved in court. BUYER AND SELLER WAIVE ANY RIGHT TO A TRIAL BY JURY. CLAIMS DECIDED BY A JUDGE OR JURY. Except as expressly stated in the Class Action Waiver, the arbitrator shall have exclusive authority to decide all issues related to the enforcement, applicability, scope, validity, and interpretation of this Arbitration Agreement, including but not limited to any unconscionability challenge. Notwithstanding this agreement to arbitrate, the Buyer and Seller may (in each party's sole discretion) elect to pursue Claims in small claims court on an individual basis only, rather than arbitrate, if the Claims fall within the jurisdiction of the applicable small claims court. This Sales Agreement evidences a transaction in interstate commerce. All issues relating to this Arbitration Agreement and Class Action Waiver will be determined pursuant to federal substantive law and the substantive and procedural provisions of the Federal Arbitration Act ("Act"), 9 U.S.C. § 1-16, or to the extent held applicable under federal substantive law, the law of the Governing State, without regard to conflicts of law. Buyer and Seller further agree that: (1) any dispute or claim arising out of or relating to this Sales Agreement will proceed solely on an individual, non-class, non-representative basis; and (2) the parties expressly waive any right or ability to bring, assert, maintain, or participate as a class member in, a class action, representative action, or private attorney general action (collectively, "Class Action") in court, arbitration, or any other forum regarding any Claim, and expressly waive the right for anyone to do so on our behalf. NO CLAIM WILL BE ARBITRATED ON A CLASS ACTION BASIS. The Parties agree that the enforcement, applicability, scope, validity, and/or interpretation of this Class Action Waiver shall be decided by a court of competent jurisdiction and not by an arbitrator. If this Class Action Waiver is ruled unenforceable or is interpreted to not prevent a Class Action as to any particular Claim, then the Arbitration Agreement shall be null and void as to that Claim, which shall be resolved in a court of law (and not in arbitration) after the arbitration on the other claims has ended. The Parties agree that if an arbitrator renders a decision regarding the enforcement, applicability, scope, validity, and/or interpretation of this Class Action Waiver, or determines that a Class Action may proceed in arbitration, then: (1) the arbitrator has exceeded his powers, pursuant to 5 10(a)(4) of the FAA, by taking such action; (2) either party may seek immediate review of that decision by a court of competent jurisdiction; and (3) a court of competent jurisdiction shall apply a "de novo" standard of review of that decision if such standard of review is allowed by the common law or statutes of that state. The arbitration shall be administered by the American Arbitration Association ("AAA"). The arbitration shall be conducted pursuant to the AAA Commercial Arbitration Rules if the Buyer is a company or other commercial entity. The arbitration shall be conducted pursuant to the AAA Consumer Arbitration Rules if the Buyer is an individual whose purchase is intended for personal, family or household use. Information on AAA and a copy of the applicable Rules may be found at the following number and URL: American Arbitration Association, (800) 778-7879, www.adr.org. Each party will pay his/her/its own attorney's fees, as well as costs relating to proof and witnesses, regardless of who prevails, unless applicable law and/or the applicable Rules gives a party the right to recover any of those fees from the other party. The arbitrator(s) is not empowered to award consequential, incidental, treble, exemplary or punitive damages and each party hereby irrevocably waives any right to recover such damages with respect to any dispute resolved in arbitration. If a court determines that a party is making a statutory claim where such damages are provided for by the statute and cannot be waived, then the claim for statutory damages shall be resolved in court, rather than arbitration, and after the arbitration has ended, but only if the Arbitrator(s) has ruled in favor of that party on the liability of that statutory claim. If any portion of this Arbitration Agreement and Class Action Waiver is deemed invalid or unenforceable, all the remaining portions of this Arbitration Agreement and Class Action Waiver shall nevertheless remain valid and enforceable, except as provided in the Class Action Waiver.

**CONSUMER OPT-OUT PROVISION.**

An individual Buyer whose purchase is intended for personal, family, or household use ("Consumer Buyer") shall have the right to opt out of this Arbitration Agreement and Class Action Waiver by providing written notice of intention to do so within thirty (30) days of the date of this Sales Agreement to: LafargeHolcim Legal Department, 6211 Ann Arbor Road, Dundee, Michigan 48131, ATTN: "Arbitration/Class Action Waiver Opt Out." Consumer Buyer must include in the opt out the name of the Consumer Buyer's name and address; (b) the date of this Sales Agreement.

**14. TERMINATION.**

In the event of a breach by Buyer, Seller may terminate the Sales Agreement upon giving ten days' written notice of termination. If the Sales Agreement is terminated by Seller because of Buyer's breach, Seller is entitled to reasonable reimbursement from Buyer for any labor, material or other expenses incurred in connection with the Sales Agreement, plus a reasonable amount for overhead.

**15. FORCE MAJEURE AND ALLOCATION.**

Seller is not liable or responsible for delay or failure to perform any of Seller's obligations under the Sales Agreement occasioned by (i) any cause beyond its reasonable control, including, but not limited to, labor disputes, shortages, disputes, strikes or lockouts; breakdowns or accidents; industry disturbance; fires, declared or undeclared war, epidemics, computer malfunctions, civil unrest, riots, lack of supplies, delay in transportation; governmental, regulatory or legal action; unusually severe weather conditions, earthquakes, floods, or other acts of God; or (ii) by acts or omissions of Buyer, including, but not limited to, Buyer's failure to promptly comply with the terms of payment under the Sales Agreement ("Force Majeure"). The date of delivery shall be extended for a period equal to the time lost by reason of any of Force Majeure. During times of shortage, Seller shall have the right to allocate among its customers in accordance with Section 2-615 of the UCC.

**16. INDEMNIFICATION.**

To the maximum extent allowed by law, Buyer shall defend and indemnify Seller and its employees and agents against all sums, costs, liabilities, losses, obligations, suits, actions, damages, penalties, fines, interest and other expenses (including investigation expenses and attorneys' fees) that Seller may incur or be obligated to pay as a result of (i) Buyer's negligence or Buyer's use, ownership, maintenance, transfer, transportation or disposal of the Products; (ii) any infringement or alleged infringement of the industrial and intellectual property rights of others arising from Buyer's plans, specifications (including Buyer's trademarks and brand names) or production of the Products ordered by Buyer; (iii) Buyer's violation or alleged violation of any federal, state, county or local laws or regulation, including without limitation, the laws and regulations governing product safety, labeling, packaging and labor practices; or (iv) Buyer's breach of the Sales Agreement.

**17. ENTIRE AGREEMENT.**

The Sales Agreement comprises the complete and final agreement between Seller and Buyer and supersedes all prior negotiations, proposals, representations, commitments, understandings or agreements between Seller and Buyer, either written or oral, on its subject. No other agreement, quotation or acknowledgment in any way purporting to modify any of the terms of the Sales Agreement is binding upon Seller unless made in writing and signed by Seller's authorized agent. The Sales Agreement may not be altered or modified except by written agreement of Seller and Buyer. Any other representations or statements (whether oral or written) made by any person, including employees or other agents of Seller, that are inconsistent with the Sales Agreement must be disregarded by Buyer, do not constitute warranties and are not binding upon Seller. Any model or sample was shown to Buyer, such model or sample was used merely to illustrate the general type and quality of goods and not to represent that the Products would necessarily conform to the model or sample.

**18. SUCCESSORS AND ASSIGNS.**

The Sales Agreement binds and inures to the benefit of Buyer and Seller and their respective successors and permitted assigns. Buyer may not assign any interest in, nor delegate any obligation under the Sales Agreement, without Seller's prior written consent.

**19. GOVERNING LAW.**

The validity, construction and performance of the Sales Agreement is governed by, and must be construed in accordance with, the law of the state of the transaction's point of sale (the "Governing State"), without regard to such state's conflicts of law provisions.

**20. JURISDICTION AND VENUE.**

Buyer irrevocably submits and agrees to the jurisdiction of the state and federal courts of the Governing State. Any action, suit or proceeding related to, or in connection with, the Sales Agreement and, to the extent permitted by applicable law, Buyer waives and agrees not to assert as a defense in any such action, suit or proceeding any claim (i) that Buyer is not personally subject to the jurisdiction of the state and federal courts in the Governing State; (ii) that the venue of the action, suit or proceeding is improper; (iii) that the action, suit or proceeding is brought in an inconvenient forum; or (iv) that the subject matter of the Sales Agreement may not be enforced in or by the state or federal courts of the Governing State. Without prejudice to any other mode of service, Buyer consents to service of process relating to any such proceedings by personal or prepaid mailing (air mail if international) in registered or certified form a copy of the process to the Buyer at the address set forth in Section 21.

**21. WAIVER.**

The waiver by Seller of any breach by Buyer of any provision of the Sales Agreement may not be construed to be either a waiver of the provision itself as to subsequent application or any other provision of the Sales Agreement.

**22. SEVERABILITY.**

If any provision of the Sales Agreement is held by a court of competent jurisdiction to be contrary to law or public policy, the remaining provisions of the Sales Agreement remain in full force and effect.

**23. NOTICES.**

No notice or other communication under the Sales Agreement is sufficient to affect any rights, remedies or obligations of either party unless the notice or communication is in writing and (as elected by the party giving the notice) is (i) personally delivered; (ii) transmitted by facsimile (with a receipt acknowledgment); (iii) transmitted by electronic computer mail; (iv) transmitted by a recognized courier service; or (v) mailed (air mail if international) in registered or certified form, to the party to which the notice or communication is being given at the following address: (a) if to Seller, at its address designated on the face of the Written Quotation; ATTN: SALES DEPARTMENT and (b) if to Buyer, at its address designated on the face of the Written Quotation. Notices or communications shall be deemed to have been duly given (i) on the date of receipt if delivered personally; (ii) on the date of transmission if delivered by facsimile; (iii) on the date of transmission if transmitted by electronic computer mail; (iv) one day after pickup by courier if delivered by courier; or (v) five days after mailing if delivered by the postal service. Either party may change its address by providing notice to the other party.

**24. CONSTRUCTION.**

The headings of the Sections in these Terms are provided for convenience only and may not be considered in the interpretation of the Sales Agreement. The parties agree that the provisions of the Sales Agreement may not be construed in favor of or against either party by reason of the extent to which a party or its professional advisors participated in the preparation of the Sales Agreement.

**25. SURVIVAL.**

The Terms of the Sales Agreement that by their nature are reasonably intended by the parties to survive the Sales Agreement's expiration or earlier termination, including, but not limited to, Sections 7, 8, 9, 10, 11, 12, 13, 16, 19, 20 and this Section 25 shall survive the expiration or termination of the Sales Agreement.



IMEG Corporation  
Consulting Engineers

## SCHEDULE OF VALUES

Client: Town of Johnstown

Project: NORTH SEWER EXPANSION - PHASE 1  
(Sta 5+00 to 313+20)



19000966.03

04/05/22

				CONNELL		CANTERBURY			
No.	Item	Quantity	Unit	Unit Cost	Extended	Unit Cost	Extended	Price Difference	% Change
A. Interceptor Gravity Segment (STA. 5+00 to 194+26)									
1	Silt Fence - EC	20,300	LF	\$1.10	\$22,330.00	\$1.52	\$30,815.00	-\$8,485.00	-27.54%
2	Vehicle Tracking Control - EC	300	SY	\$65.40	\$19,620.00	\$63.25	\$18,975.00	\$645.00	3.40%
3	Concrete Washout Area - EC	3	EA	\$1,390.00	\$4,170.00	\$506.00	\$1,518.00	\$2,652.00	174.70%
4	Stabilized Staging Area - EC	300	SY	\$14.90	\$4,470.00	\$37.95	\$11,385.00	-\$6,915.00	-60.74%
5	Seed and Mulch - EC	33	AC	\$2,160.00	\$71,280.00	\$2,402.82	\$79,293.00	-\$8,013.00	-10.11%
6	Street Sweeping	80	HR	\$175.00	\$14,000.00	\$379.50	\$30,360.00	-\$16,360.00	-53.89%
7	Portable Sanitary Facility	1	LS	\$3,260.00	\$3,260.00	\$3,188.00	\$3,188.00	\$72.00	2.26%
8	Maintain Erosion Control (EC) Measures (Allowance)	2	WK.	\$2,380.00	\$4,760.00	\$885.50	\$1,771.00	\$2,989.00	168.77%
9	Additional Erosion Control Measures (Allowance)	1	LS	\$2,380.00	\$2,380.00	\$5,060.00	\$5,060.00	-\$2,680.00	-52.96%
10	Clear and Grub	123,031	SY	\$0.06	\$7,381.86	\$0.33	\$40,465.04	-\$33,083.18	-81.76%
11	Strip and Stockpile Topsoil (6-Inches)	20,505	CY	\$3.05	\$62,540.25	\$3.79	\$77,816.70	-\$15,276.45	-19.63%
12	Replace Stripped Topsoil	20,505	CY	\$2.85	\$58,439.25	\$3.79	\$77,816.70	-\$19,377.45	-24.90%
13	Dewatering Allowance - Gravity Segment	14,642	LF	\$111.00	\$1,625,262.00	\$103.71	\$1,518,459.00	\$106,803.00	7.03%
14	Dewatering Allowance - Bore Areas	10	EA	\$14,400.00	\$144,000.00	\$8,705.00	\$87,050.00	\$56,950.00	65.42%
15	Remove and Replace 6" Gravel Road (Restoration)	14,200	SY	\$11.20	\$159,040.00	\$12.81	\$181,968.00	-\$22,928.00	-12.60%
16	Finished Grading (Restoration)	123,031	SY	\$0.63	\$77,509.53	\$0.43	\$52,916.05	\$24,593.48	46.48%
17	24-Inch ASTM F679, PS 46 PVC Sewer Pipe, Less than 16' Depth	2,874	LF	\$256.00	\$727,122.00	\$280.29	\$805,553.00	-\$78,431.00	-9.74%
18	27-Inch ASTM F679, PS 46 PVC Sewer Pipe, Less than 16' Depth	6,160	LF	\$286.00	\$1,761,760.00	\$316.47	\$1,949,458.00	-\$187,698.00	-9.63%
19	27-Inch ASTM F679, PS 46 PVC Sewer Pipe, Greater than 16' Depth	9,894	LF	\$322.00	\$3,185,868.00	\$336.46	\$3,328,975.00	-\$143,107.00	-4.30%
20	36-Inch ASTM A252, 0.5 Inch Thickness Steel Casing Pipe	199	LF	\$2,550.00	\$507,450.00	\$2,347.81	\$467,215.00	\$40,235.00	8.61%
21	42-Inch ASTM A252, 0.5 Inch Thickness Steel Casing Pipe	200	LF	\$3,870.00	\$774,000.00	\$3,957.68	\$791,535.00	-\$17,535.00	-2.22%
22	Rock Excavation	10,994	LF	\$63.50	\$698,119.00	\$63.25	\$695,371.00	\$2,748.00	0.40%
23	Muck Excavation and Rock Stabilization	8,750	TON	\$46.30	\$405,125.00	\$94.87	\$830,156.00	-\$425,031.00	-51.20%
24	Sanitary Sewer Manhole (5-Foot Diameter)	24	EA	\$7,790.00	\$186,960.00	\$9,769.67	\$234,472.00	-\$47,512.00	-20.26%
25	Sanitary Sewer Manhole w/ Landing (6-Foot Diameter)	30	EA	\$12,000.00	\$360,000.00	\$13,523.53	\$405,706.00	-\$45,706.00	-11.27%
26	Remove and Replace Existing CMP	185	LF	\$57.70	\$10,674.50	\$63.25	\$11,701.00	-\$1,026.50	-8.77%
27	Remove and Replace Existing Fence Allowance	1,610	LF	\$11.60	\$18,676.00	\$10.12	\$16,293.00	\$2,383.00	14.63%
28	Remove and Replace Existing Unknown Irrigation Allowance	1	LS	\$11,600.00	\$11,600.00	\$12,650.00	\$12,650.00	-\$1,050.00	-8.30%
29	Remove and Replace Existing Concrete Lined Ditch	600	LF	\$52.40	\$31,440.00	\$50.60	\$30,360.00	\$1,080.00	3.56%
30	Construction Traffic Control - CR 48.5 Mobilization	1	EA	\$757.00	\$757.00	\$822.00	\$822.00	-\$65.00	-7.91%
31	Construction Traffic Control - CR 48.5 Plans	1	EA	\$58.20	\$58.20	\$63.00	\$63.00	-\$4.80	-7.62%
32	Construction Traffic Control - CR 48.5 Message Boards	360	DAY	\$81.50	\$29,340.00	\$42.17	\$15,180.00	\$14,160.00	93.28%
33	Construction Traffic Control - CR 48.5 Closure Equipment	180	DAY	\$68.10	\$12,258.00	\$73.94	\$13,309.00	-\$1,051.00	-7.90%
34	Construction Traffic Control - CR 48.5 Supervisor	5	DAY	\$582.00	\$2,910.00	\$632.60	\$3,163.00	-\$253.00	-8.00%
35	Construction Traffic Control - CR 48.5 Flaggers	80	HR	\$34.90	\$2,792.00	\$37.95	\$3,036.00	-\$244.00	-8.04%
36	Construction Traffic Control - CR 48.5 Inspections	180	DAY	\$93.10	\$16,758.00	\$101.20	\$18,216.00	-\$1,458.00	-8.00%
37	Railroad Insurance	1	LS	\$10,500.00	\$10,500.00	\$11,385.00	\$11,385.00	-\$885.00	-7.77%
38	Railroad Right of Entry Permit	1	LS	\$23,300.00	\$23,300.00	\$26,565.00	\$26,565.00	-\$3,265.00	-12.29%
39	Railroad Flagging (Allowance)	300	HR	\$146.00	\$43,800.00	\$202.40	\$60,720.00	-\$16,920.00	-27.87%
40	Potholing (Allowance)	400	HR	\$247.00	\$98,800.00	\$347.88	\$139,150.00	-\$40,350.00	-29.00%
41	Mobilization/Site Management	1	LS	\$332,900.00	\$332,900.00	\$737,226.00	\$737,226.00	-\$404,326.00	-54.84%
42	Construction Surveying	1	LS	\$105,100.00	\$105,100.00	\$120,869.00	\$120,869.00	-\$15,769.00	-13.05%
43	Performance and Payment Bonds	1	LS	\$78,600.00	\$78,600.00	\$103,865.00	\$103,865.00	-\$25,265.00	-24.32%
	TOTAL PRICE-SCHEDULE A				\$11,717,110.59		\$13,051,870.49	-\$1,334,759.90	-10.23%
B. Lift Station/Force Main Segment (STA. 194+26 to 210+76)									
LS.15	New Lift Station - Excavation (Includes 717 CY Excess Haul to Disposal)	1,792	CY	\$13.90	\$24,908.80	\$25.30	\$45,337.60	-\$20,428.80	-45.06%
LS.26	New Lift Station - Owned Equipment (Compare combined 68, 50 & LS.26) (1)	1	LS	\$328,800.00	\$328,800.00	\$6,325.00	\$6,325.00	\$322,475.00	5098.42%
44	Silt Fence - EC	3,000	L.F.	\$0.81	\$2,430.00	\$1.52	\$4,554.00	-\$2,124.00	-46.64%
45	Vehicle Tracking Control - EC	232	S.Y.	\$55.50	\$12,876.00	\$43.83	\$10,169.00	\$2,707.00	26.62%
46	Concrete Washout Area - EC	1	EA	\$1,390.00	\$1,390.00	\$506.00	\$506.00	\$884.00	174.70%
47	Stabilized Staging Area - EC	6,700	S.Y.	\$8.05	\$53,935.00	\$12.18	\$81,619.00	-\$27,684.00	-33.92%
48	Seed and Mulch - EC	4.5	AC	\$2,160.00	\$9,720.00	\$2,601.78	\$11,708.01	-\$1,988.01	-16.98%
49	Street Sweeping	80	HR	\$175.00	\$14,000.00	\$379.50	\$30,360.00	-\$16,360.00	-53.89%
50	Portable Sanitary Facility (Compare combined 68, 50 & LS.26) (1)	1	L.S.	\$4,660.00	\$4,660.00	\$949.00	\$949.00	\$3,711.00	391.04%
51	Maintain Erosion Control (EC) Measures (Allowance) (Compare 51 & 52 combined) (2)	18	WK.	\$660.00	\$11,880.00	\$449.06	\$8,083.00	\$3,797.00	46.98%
52	Additional Erosion Control Measures (Allowance) (Compare 51 & 52 combined) (2)	1	LS	\$660.00	\$660.00	\$5,060.00	\$5,060.00	-\$4,400.00	-86.96%
53	Clear and Grub	21,400	S.Y.	\$0.25	\$5,350.00	\$0.95	\$20,303.00	-\$14,953.00	-73.65%
54	Strip and Stockpile Topsoil (6-Inches)	3,567	C.Y.	\$4.35	\$15,516.45	\$5.12	\$18,271.29	-\$2,754.84	-15.08%
55	Replace Stripped Topsoil (Compare 55 & 56 combined) (3)	3,567	C.Y.	\$4.35	\$15,516.45	\$5.12	\$18,271.29	-\$2,754.84	-15.08%
56	Finished Grading (Restoration) (Compare 55 & 56 combined) (3)	21,400	S.Y.	\$0.67	\$14,338.00	\$0.43	\$9,204.00	\$5,134.00	55.78%
57	Dewatering - Lift Station Site	16	WK	\$9,480.00	\$151,680.00	\$11,029.25	\$176,468.00	-\$24,788.00	-14.05%
58	Rock Stabilization - Lift Station Structures	220	TON	\$64.60	\$14,212.00	\$94.88	\$20,873.00	-\$6,661.00	-31.91%
59	Asphalt Removal/Milling	5,260	S.Y.	\$9.95	\$52,337.00	\$12.65	\$66,539.00	-\$14,202.00	-21.34%
60	Asphalt Paving, Assume 5" Asphalt and 8" Class 5 Agg Base	5,260	S.Y.	\$49.60	\$260,896.00	\$72.10	\$379,272.00	-\$118,376.00	-31.21%
61	Pavement Markings	1	LS	\$4,190.00	\$4,190.00	\$4,554.00	\$4,554.00	-\$364.00	-7.99%
62	12-Inch DI to PVC C900 Flange Adapter	2	EA	\$3,680.00	\$7,360.00	\$5,291.00	\$10,582.00	-\$3,222.00	-30.45%
63	12-Inch Fusible PVC AWWA C-900 DR-25 Force Main	3,221	L.F.	\$162.00	\$521,802.00	\$195.46	\$629,572.00	-\$107,770.00	-17.12%
64	12-Inch AWWA C-110 22.5-Degree Bend	2	EA	\$2,240.00	\$4,480.00	\$2,115.00	\$4,230.00	\$250.00	5.91%
65	12-Inch AWWA C-110 45-Degree Bend	8	EA	\$2,310.00	\$18,480.00	\$2,191.00	\$17,528.00	\$952.00	5.43%
66	12-Inch AWWA C-110 90-Degree Bend	2	EA	\$2,470.00	\$4,940.00	\$2,368.00	\$4,736.00	\$204.00	4.31%
67	12-Inch Combination Air Valve in Manhole	2	EA	\$11,500.00	\$23,000.00	\$6,628.50	\$13,257.00	\$9,743.00	73.49%
68	Lift Station - General Conditions (Compare combined 68, 50 & LS.26) (1)	1	LS	\$756,500.00	\$756,500.00	\$1,176,102.00	\$1,176,102.00	-\$419,602.00	-35.68%
69	Lift Station - Sitework	1	LS	\$39,700.00	\$39,700.00	\$10,120.00	\$10,120.00	\$29,580.00	292.29%
70	Lift Station - Shoring	7,975	SF	\$346.00	\$2,759,350.00	\$374.80	\$2,989,031.00	-\$229,681.00	-7.68%
70A	Lift Station - Shoring Railing/Fall Protection	292	LF	\$46.60	\$13,607.20	\$6.64	\$1,939.00	\$11,668.20	601.76%
71	Lift Station - 12" x 6" Emergency Connection	2	EA	\$9,890.00	\$19,780.00	\$15,022.00	\$30,044.00	-\$10,264.00	-34.16%
72	Lift Station - Structure Excavation (Wetwell/Emergency Overflow/Valve Vault)	3,400	CY	\$32.90	\$111,860.00	\$54.08	\$183,856.00	-\$71,996.00	-39.16%
73	Lift Station - Class 1 Structure Fill	1,180	CY	\$80.00	\$94,400.00	\$132.19	\$155,984.00	-\$61,584.00	-39.48%
74	Lift Station - Class 2 Structure Backfill	200	CY	\$27.40	\$5,480.00	\$15.18	\$3,036.00	\$2,444.00	80.50%

IMEG Corporation  
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## SCHEDULE OF VALUES

Client: Town of Johnstown

Project: NORTH SEWER EXPANSION - PHASE 1  
(Sta 5+00 to 313+20)



19000966.03

04/05/22

75	Lift Station - Generator Enclosure and Lift Station Building Footing Excavation	158	L.F.	\$23.00	\$3,634.00	\$10.12	\$1,599.00	\$2,035.00	127.27%
76	Lift Station - Generator Enclosure and Lift Station Building Structure Backfill	158	L.F.	\$34.60	\$5,466.80	\$10.12	\$1,599.00	\$3,867.80	241.89%
77	Lift Station - Generator Enclosure and Lift Station Building Underslab	1,470	SF	\$4.10	\$6,027.00	\$8.86	\$13,017.00	-\$6,990.00	-53.70%
78	Lift Station - 8-Inch Thick Aggregate Base Class 5 Gravel w/ Barrier	840	S.Y.	\$26.00	\$21,840.00	\$31.00	\$26,043.00	-\$4,203.00	-16.14%
79	Lift Station - Chain Link Fence w/ 12' Gate	700	L.F.	\$74.20	\$51,940.00	\$80.60	\$56,422.00	-\$4,482.00	-7.94%
80	Lift Station - Landscaping (Allowance)	1	L.S.	\$29,100.00	\$29,100.00	\$15,180.00	\$15,180.00	\$13,920.00	91.70%
81	Lift Station - Bolland	10	EA.	\$437.00	\$4,370.00	\$3,420.20	\$3,420.20	-\$29,832.00	-87.22%
82	Lift Station - Concrete	1	L.S.	\$1,737,500.00	\$1,737,500.00	\$1,154,866.00	\$1,154,866.00	\$582,634.00	50.45%
83	Lift Station - Masonry	1	L.S.	\$66,200.00	\$66,200.00	\$64,233.00	\$64,233.00	\$1,967.00	3.06%
84	Lift Station - Metals	1	L.S.	\$155,500.00	\$155,500.00	\$105,776.00	\$105,776.00	\$49,724.00	47.01%
85	Lift Station - Wood and Plastics	1	L.S.	\$39,300.00	\$39,300.00	\$35,493.00	\$35,493.00	\$3,807.00	10.73%
86	Lift station - Thermal & Moist Protection	1	L.S.	\$56,200.00	\$56,200.00	\$32,642.00	\$32,642.00	\$23,558.00	72.17%
87	Lift Station - Doors & Windows	1	L.S.	\$21,500.00	\$21,500.00	\$26,488.00	\$26,488.00	-\$4,988.00	-18.83%
88	Lift Station - Finishes	1	L.S.	\$55,000.00	\$55,000.00	\$42,152.00	\$42,152.00	\$12,848.00	30.48%
89	Lift Station - Equipment	1	L.S.	\$640,100.00	\$640,100.00	\$528,973.00	\$528,973.00	\$111,127.00	21.01%
90	Lift Station - Mechanical	1	L.S.	\$573,800.00	\$573,800.00	\$461,660.00	\$461,660.00	\$112,140.00	24.29%
91	Lift Station - Electrical	1	L.S.	\$1,390,400.00	\$1,390,400.00	\$1,247,024.00	\$1,247,024.00	\$143,376.00	11.50%
92	Lift Station - Electrical/Plumbing/Mechanical Contingency	1	L.S.	\$0.00	\$0.00	\$25,300.00	\$25,300.00	-\$25,300.00	-100.00%
93	Construction Traffic Control - CR 50 Mobilization	1	EA.	\$734.00	\$734.00	\$797.00	\$797.00	-\$63.00	-7.90%
94	Construction Traffic Control - CR 50 Plans	2	EA.	\$58.20	\$116.40	\$63.50	\$127.00	-\$10.60	-8.35%
95	Construction Traffic Control - CR 50 Road Closure Equipment	90	DAY	\$62.50	\$5,625.00	\$67.93	\$6,114.00	-\$489.00	-8.00%
96	Construction Traffic Control - CR 50 Shoulder Closure Equipment	20	DAY	\$153.00	\$3,060.00	\$166.40	\$3,328.00	-\$268.00	-8.05%
97	Construction Traffic Control - CR 50 Supervisor	5	DAY	\$582.00	\$2,910.00	\$632.60	\$3,163.00	-\$253.00	-8.00%
98	Construction Traffic Control - CR 50 Flaggers	80	HR.	\$34.90	\$2,792.00	\$37.95	\$3,036.00	-\$244.00	-8.04%
99	Construction Traffic Control - CR 50 Inspections	90	DAY	\$93.10	\$8,379.00	\$101.20	\$9,108.00	-\$729.00	-8.00%
100	Xcel Energy Pole Support/Deenergizing Allowance	1	L.S.	\$29,100.00	\$29,100.00	\$12,650.00	\$12,650.00	\$16,450.00	130.04%
101	Potholing (Allowance)	400	HR.	\$247.00	\$98,800.00	\$347.88	\$139,150.00	-\$40,350.00	-29.00%
102	Mobilization/Site Management	1	L.S.	\$419,700.00	\$419,700.00	\$493,485.00	\$493,485.00	-\$73,785.00	-14.95%
103	Construction Surveying	1	L.S.	\$13,200.00	\$13,200.00	\$9,073.00	\$9,073.00	\$4,127.00	45.49%
104	Performance and Payment Bonds	1	L.S.	\$73,000.00	\$73,000.00	\$109,961.00	\$109,961.00	-\$36,961.00	-33.61%
<b>TOTAL-SCHEDULE B</b>					<b>\$10,895,329.10</b>		<b>\$10,759,441.59</b>	<b>\$135,887.51</b>	<b>1.26%</b>
C.	<b>Interceptor Gravity Segment (STA. 210+76 to 313+20) and CR 13 Gravity Segment (STA. 0+00 to 25+51)</b>								
105	Silt Fence - EC	12,400	L.F.	\$1.10	\$13,640.00	\$1.52	\$18,823.00	-\$5,183.00	-27.54%
106	Vehicle Tracking Control - EC	255	S.Y.	\$76.00	\$19,380.00	\$137.42	\$35,041.00	-\$15,661.00	-44.69%
107	Concrete Washout Area - EC	2	EA.	\$1,390.00	\$2,780.00	\$506.00	\$1,012.00	\$1,768.00	174.70%
108	Stabilized Staging Area - EC	120	S.Y.	\$24.20	\$2,904.00	\$37.95	\$4,554.00	-\$1,650.00	-36.23%
109	Seed and Mulch - EC	15.0	AC	\$2,160.00	\$32,400.00	\$2,454.13	\$36,812.00	-\$4,412.00	-11.99%
110	Street Sweeping	40	HR.	\$175.00	\$7,000.00	\$379.50	\$15,180.00	-\$8,180.00	-53.89%
111	Portable Sanitary Facility	1	LS	\$931.00	\$931.00	\$3,188.00	\$3,188.00	-\$2,257.00	-70.80%
112	Maintain Erosion Control (EC) Measures (Allowance)	2	WK	\$2,380.00	\$4,760.00	\$885.50	\$1,771.00	\$2,989.00	168.77%
113	Additional Erosion Control Measures (Allowance)	1	L.S.	\$2,380.00	\$2,380.00	\$5,060.00	\$5,060.00	-\$2,680.00	-52.96%
114	Clear and Grub	106,622	SY	\$0.05	\$5,331.10	\$0.33	\$35,068.00	-\$29,736.90	-84.80%
115	Strip and Stockpile Topsoil (6-Inches)	17,770	CY	\$3.00	\$53,310.00	\$3.79	\$67,437.00	-\$14,127.00	-20.95%
116	Replace Stripped Topsoil	17,770	CY	\$2.90	\$51,533.00	\$3.79	\$67,437.00	-\$15,904.00	-23.58%
117	Dewatering Allowance - Gravity Segment	11,100	LF	\$111.00	\$1,232,100.00	\$104.50	\$1,159,985.00	\$72,115.00	6.22%
118	Dewatering Allowance - Bore Areas	8	EA	\$17,100.00	\$136,800.00	\$8,705.00	\$69,640.00	\$67,160.00	96.44%
119	Restoration-Finished Grading	106,622	SY	\$0.63	\$67,171.86	\$0.43	\$45,858.00	\$21,313.86	46.48%
120	12-Inch ASTM D3035, SDR 35 PVC Sewer Pipe, Less than 16' Depth	1,585	LF	\$140.00	\$221,900.00	\$180.11	\$285,468.00	-\$63,568.00	-22.27%
121	12-Inch ASTM D3035, SDR 35 PVC Sewer Pipe, Greater than 16' Depth	957	LF	\$212.00	\$202,884.00	\$168.62	\$161,365.00	\$41,519.00	25.73%
122	18-Inch ASTM F679, PS 46 PVC Sewer Pipe, Less than 16' Depth	5,188	LF	\$182.00	\$944,216.00	\$212.71	\$1,103,541.00	-\$159,325.00	-14.44%
123	21-Inch ASTM F679, PS 46 PVC Sewer Pipe, Less than 16' Depth	2,503	LF	\$225.00	\$563,175.00	\$252.57	\$632,186.00	-\$69,011.00	-10.92%
124	24-Inch ASTM F679, PS 46 PVC Sewer Pipe Less than 16' Depth	2,553	LF	\$253.00	\$645,909.00	\$283.74	\$724,394.00	-\$78,485.00	-10.83%
125	36-Inch ASTM A252, 0.5 Inch Thickness Steel Casing Pipe	71	LF	\$2,480.00	\$176,080.00	\$3,641.30	\$258,532.00	-\$82,452.00	-31.89%
126	Rock Excavation	2,903	CYS	\$45.80	\$132,957.40	\$63.25	\$183,615.00	-\$50,657.60	-27.59%
127	Muck Excavation and Rock Stabilization	3,750	TON	\$67.90	\$254,625.00	\$94.90	\$355,871.00	-\$101,246.00	-28.45%
128	Sanitary Sewer Manhole (4-Foot Diameter)	7	EA	\$5,920.00	\$41,440.00	\$6,158.86	\$43,112.00	-\$1,672.00	-3.88%
129	Sanitary Sewer Manhole (5-Foot Diameter)	28	EA	\$7,790.00	\$218,120.00	\$10,087.43	\$282,448.00	-\$64,328.00	-22.78%
130	Sanitary Sewer Manhole (6-Foot Diameter)	4	EA	\$11,900.00	\$47,600.00	\$11,458.00	\$45,832.00	\$1,768.00	3.86%
131	24" Plug Valve	1	EA	\$47,600.00	\$47,600.00	\$53,329.00	\$53,329.00	-\$5,729.00	-10.74%
132	Remove and Replace Existing CMP	40	LF	\$57.70	\$2,308.00	\$368.95	\$14,758.00	-\$12,450.00	-84.36%
133	Remove and Replace Existing Fence Allowance	600	LF	\$11.60	\$6,960.00	\$12.65	\$7,590.00	-\$630.00	-8.30%
134	Remove and Replace Existing Unknown Irrigation Allowance	1	LS	\$11,600.00	\$11,600.00	\$12,650.00	\$12,650.00	-\$1,050.00	-8.30%
135	Remove and Replace Existing Concrete Lined Ditch	200	LF	\$23.30	\$4,660.00	\$50.60	\$10,120.00	-\$5,460.00	-53.95%
136	Construction Traffic Control - CR 50 Mobilization	1	EA	\$757.00	\$757.00	\$1,670.00	\$1,670.00	-\$913.00	-54.67%
137	Construction Traffic Control - CR 50 Plans	1	EA	\$58.20	\$58.20	\$63.00	\$63.00	-\$4.80	-7.62%
138	Construction Traffic Control - CR 50 Message Boards	30	DAY	\$81.50	\$2,445.00	\$42.17	\$1,265.00	\$1,180.00	93.28%
139	Construction Traffic Control - CR 50 Closure Equipment	30	DAY	\$68.10	\$2,043.00	\$166.40	\$4,992.00	-\$2,949.00	-59.07%
140	Construction Traffic Control - CR 50 Supervisor	5	DAY	\$582.00	\$2,910.00	\$632.60	\$3,163.00	-\$253.00	-8.00%
141	Construction Traffic Control - CR 50 Flaggers	40	HR.	\$34.90	\$1,396.00	\$37.95	\$1,518.00	-\$122.00	-8.04%
142	Construction Traffic Control - CR 50 Inspections	30	DAY	\$93.10	\$2,793.00	\$101.20	\$3,036.00	-\$243.00	-8.00%
143	Corbett Glen Flow Bypass Pumping	1	WK	\$19,900.00	\$19,900.00	\$18,975.00	\$18,975.00	\$925.00	4.87%
144	Xcel Energy Pole Support/Deenergizing Allowance	1	LS	\$29,100.00	\$29,100.00	\$12,650.00	\$12,650.00	\$16,450.00	130.04%
145	Potholing (Allowance)	200	HR.	\$247.00	\$49,400.00	\$347.88	\$69,575.00	-\$20,175.00	-29.00%
146	Mobilization/Site Management	1	LS	\$0.00	\$0.00	\$279,610.00	\$279,610.00	-\$279,610.00	-100.00%
147	Construction Surveying	1	LS	\$6,190.00	\$6,190.00	\$5,321.00	\$5,321.00	\$869.00	16.33%
148	Performance and Payment Bonds	1	LS	\$35,600.00	\$35,600.00	\$62,306.00	\$62,306.00	-\$26,706.00	-42.86%
<b>TOTAL PRICE-SCHEDULE C</b>					<b>\$5,307,047.56</b>		<b>\$6,205,821.00</b>	<b>-\$898,773.44</b>	<b>-14.48%</b>



IMEG Corporation  
Consulting Engineers

### SCHEDULE OF VALUES

Client: Town of Johnstown

Project: NORTH SEWER EXPANSION - PHASE 1  
(Sta 5+00 to 313+20)



19000966.03

04/05/22

<b>D</b>	<b>SUPP 1 - Water Cistern and Supply System</b>								
149	5,000 Gallon Underground Polyethylene Water Storage Tank	1	LS	\$104,800.00	\$104,800.00	\$23,152.00	\$23,152.00	\$81,648.00	352.66%
150	1.5" SDR 21 PVC IPS Pipe	105	EA.		\$0.00	\$16.31	\$1,713.00	-\$1,713.00	-100.00%
151	45-Degree PVC Fittings	6	EA.		\$0.00	\$85.33	\$512.00	-\$512.00	-100.00%
152	Water Supply Pump	1	EA.		\$0.00	\$25,682.00	\$25,682.00	-\$25,682.00	-100.00%
153	Water Supply System Instrumentation and Controls	1	LS		\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
154	Water Supply System Electrical	1	LS		\$0.00	\$18,763.00	\$18,763.00	-\$18,763.00	-100.00%
	<b>TOTAL - SCHEDULE D</b>				<b>\$104,800.00</b>	<b>\$18,763.00</b>	<b>\$69,822.00</b>	<b>\$34,978.00</b>	<b>50.10%</b>
<b>E.</b>	<b>SUPP 2 - Demolish/Decommissioning of Existing Corbett Glen Lift Station</b>								
155	Remove Fence	140	L.F.		\$0.00	\$3.48	\$487.00	-\$487.00	-100.00%
156	Remove Pump Housing	1	L.S.	\$11,300.00	\$11,300.00	\$633.00	\$633.00	\$10,667.00	1685.15%
157	Remove 8-Inch Concrete Slab	425	S.F.	\$4.00	\$1,700.00	\$5.69	\$2,419.00	-\$719.00	-29.72%
158	Clean Wetwell/Backfill w/ Gravel	45	C.Y.	\$93.40	\$4,203.00	\$75.91	\$3,416.00	\$787.00	23.04%
159	Xcel Energy Service Remove Fees	1	L.S.	\$1,160.00	\$1,160.00	\$12,650.00	\$12,650.00	-\$11,490.00	-90.83%
	<b>P &amp; P bonds</b>	<b>1</b>	<b>L.S.</b>		<b>\$0.00</b>	<b>\$248.00</b>	<b>\$248.00</b>	<b>-\$248.00</b>	<b>-100.00%</b>
	<b>TOTAL - SCHEDULE E</b>				<b>\$18,363.00</b>		<b>\$19,853.00</b>	<b>-\$1,490.00</b>	<b>-7.51%</b>
	<b>Sub-Total Schedules A - E</b>				<b>\$28,042,650.25</b>		<b>\$30,106,808.08</b>	<b>-\$2,064,157.83</b>	<b>-6.86%</b>
<b>F.</b>	<b>Project Contingency</b>								
160	Project Contingency (6%)	1	D.L.R.		\$1,683,000.00		\$1,806,408.49	-\$123,408.49	-6.83%
	<b>Project Total - Including Supp #1 and Supp #2 - Schedules A-E</b>				<b>\$29,725,650.25</b>		<b>\$31,913,216.57</b>	<b>-\$2,187,566.32</b>	<b>-6.85%</b>

#### Combined Schedule B Line Items Comparisons

(1) Combined 68, 50 & LS.26	\$1,089,960.00	\$1,183,376.00	-\$93,416.00	-7.89%
(2) Combined 51 & 52	\$12,540.00	\$13,143.00	-\$603.00	-4.59%
(3) Combined 55 & 56	\$29,854.45	\$27,475.29	\$2,379.16	8.66%

(1) CMS stated that these are general condition costs carried by the contractor, such as superintendent, trailer, or anything that doesn't fit into specific category. Hensel Phelps estimate had a separate line item, where CMS had included into general conditions. The group agreed to combine the line items.



Pre-Construction Risk Register - 90% North Sewer Expansion Ph 1 CMaR

as of 5/4/2022												
Number	Risk Description	Consequence / Impact	Status	Responsible Group	Probability	Impact to Schedule	Impact to Cost	Proposed Mitigation	Management of Risk (if realized)	Potential Costs NOT included in Existing Bid	Potential Cost Savings to Existing Bid From VE Ideas	Comments
					1 - Very Low	1 - Very Low	1 - Very Low					
					2 - Low	2 - Low	2 - Low					
					3 - Moderate	3 - Moderate	3 - Moderate					
					4 - High	4 - High	4 - High					
					5 - Very High	5 - Very High	5 - Very High					
1	Material Supply & Pricing	PVC pipe pricing subject to change at time of shipment.	Open	Town	3	3	3	Order Pipe Prior to Contract Execution.	Ferguson quote \$ 3,591,000, assume 3% escalation	\$107,730.00	\$0.00	If price goes up could be fairly significant cost to project. Lead time is unknown.
		Shoring Steel- Current steel pricing is valid for 10 days from quote	Open	Town	3	3	3	Order shoring steel early	Steel manufactures only holding pricing for 10 days	\$23,000.00	\$0.00	1% of subcontract
		Lift station components price increase & availability	Open	Town	3	3	3	Identify & early purchase of lift station components / materials	Electrical held for 90 dy (early July), Medals & Plastics held for 10 dy, Everything else 30 dy. Assumes quote date of 4/18	\$0.00	(\$145,000.00)	If price goes up could be fairly significant cost to project. Lead time are unknown / varies by component. Included in HP 90% bid pricing.
		Bore casing pricing is valid for 10 days from quote	Open	Town	3	3	3	Order casing early		\$12,000.00	\$0.00	1% of subcontract
2	Easement / Temporary Construction Easements Acquisition	Constructability & sequencing Permitting Weld Cty	Open	Town	1	1	2	Begin discussions with property owners and finalize agreements	Need to know any requirements for each property owner (timelines, irrigation, replanting, restoration)		\$0.00	Sta 89+00 to 97+00, under irrigation pivot system. Sta 94+00 to 109+00, need 30' minimum from existing property lines
3	CR 48 1/2	Temp OH Power Relocations	Open	Town / IMEG	2	3	3	Shift alignment, mainline bury depth	OH power relocation @ \$75 / lf.	\$187,500.00	\$0.00	Being resolved with revised design. 2,500 lf x \$75 /ft= \$187,500
		Temp Waterline	Open					Shift alignment, mainline bury depth	Anticipate waterline relocation for mainline deeper than 14'.	\$548,300.00	\$0.00	5,483 lf x \$100 / ft= \$548,300
		Temp Phone / Comm	Open					Shift alignment, mainline bury depth		Undefined	\$0.00	
		CR 48 1/2 at grade manholes	Open					Buried MH's / Shift Alignment	Acquire variance from Weld Cty.	\$0.00	(\$159,040.00)	pave roadway 14, 200 sy @ \$40 / sy = \$572,000 Relocation decrease base \$(159,040)
		Seed & Mulch Reduction- Line 5	Open					Shift alignment, mainline bury depth		\$0.00	(\$71,820.00)	
		R&R CMP, Fence & Conc Ditch- Line 26,27 & 29	Open					Shift alignment, mainline bury depth		\$0.00	(\$31,440.00)	May need partial cost for other areas.
		Traffic Control Reduction- Line 30 - 36	Open					Shift alignment, mainline bury depth		\$0.00	(\$64,873.00)	Still need closure for MH 2-1 or auger bore CR 48 1/2. Maybe keep 10%?
		Installation production due to less rock excavation	Opem					Shift alignment, mainline bury depth	with 5' Rock Ex Reduction, easier excavation		(\$200,000.00)	Shallower depths should allow installation cost reduction.
		Installation production due to shallower elevations for excavation & manholes						Shift alignment, mainline bury depth			(\$356,184.00)	Shallower depths should allow installation cost reduction.
4	Wetland Mitigation / Permitting	Need to identify any special requirements for wetlands	Open	IMEG	2	2	3		Need to identify any special requirements for wetlands			
5	High profile utility crossings	Decreased productions, additional potholing	Open	IMEG	4	4	4	Need to identify utility & crossing requirements. Verify no elevation conflicts	Additional shoring & support for crossing	Undefined		Crossing permits / requests submitted to facility owners
6	Alignment sta 212+61 to sta 236+29	OH power relocation	Open	IMEG	5	2	3	Permanent OH relocation required from sta 230+00 to sta 236+29 (plus 100' west)	Show location of OH power on plans.	\$54,750.00		OH power 730 lf x \$75 / lf= \$54,750
		Identify ditch reconstruction & irrigation schedule / constraints	Open	IMEG	4	4	3	Revise alignment to south	Schedule constraints	\$71,040.00		Ditch reconstruct 2,368 lf x \$30/ lf= \$71,040
		Open cut WCR 50 (sta 235+00) & South Cty Line (CR 13)	Open	IMEG	4	2	4	Revise alignment to south	Bore casing crossings if WCR 50 can't be closed	\$260,000.00		Possible to eliminate 2 bore crossings by shifting alignment.
		WCR 50 (sta 212+00) bore pit located within wetlands & OH power l	Open	IMEG	4	2	4	Extend bore pit under CR 50, near lift station	Open cut during force main install in WCR 50	\$253,650.00		Please show launch & receiving pits at all bore locations. 89 lf x \$2,850 / lf= \$253,650

		Traffic Control Reduction- Line 130 - 142									(\$16,151.00)	50% of traffic control costs for bid schedule C
7	Hillsborough Ditch Bore	Potential delay of mainline installation due to ditch constraints	Open	IMEG	2	4	4	Extend casing to 5' past easement	Extend past Hillsborough easement to reduce schedule impact & future maintenance. Identify HB easement on plans.	\$226,040.00		Please show launch & receiving pits at all bore locations. 40 If x \$5,561 / If= \$226,040
8	Upsize PVC from 27" to 30"	Price	Open	IMEG	3	1	5			\$0.00		16, 058 LF X \$44/LF = \$706,552
9	WCR 50 Force Main- Open Cut vs. Directional Drill	Directional drill reduce traffic impacts, closure costs, roadway repaving	Open	IMEG					Weld Cty may not allow closure of WCR 50			
		DR 18 vs. DR 25 specification (DR 18 included in 90% pricing)		IMEG	VE	VE	VE					
10	Lift Station Shoring	Cost of Installation	Open	CRI				Obtain additional sub-contractor quotes				
11	Additional Items	Concrete Ditch Repave	Open	IMEG	3	1	2	Identify items for initial pricing to reduce using contingency.				1,500 If x \$40 / If= \$60,000
		Native dryland seed vs. seed specification	Open	IMEG	VE	VE	VE	Cost savings to use native dryland seed	Overall qty underrun?	\$0.00	(\$15,750.00)	52 1/2 acre x \$300 / acre= \$15,750
		Fence & Gates	Open	IMEG	3	1	2	Identify items for initial pricing to reduce using contingency.			(\$25,636.00)	2,210 If x \$10.50 / If= \$23,205 + Gates
		Railroad flagging							Not used during Central Sewer Phase 1		(\$43,800.00)	
		Gantry crane in lieu of Davit crane			VE	VE	VE			\$0.00	(\$6,000.00)	
		Remove gas detection from electrical / mechanical rooms, leave alarm light bars			VE	VE	VE			\$0.00	(\$17,000.00)	
		Remove 2nd overflow drain valve			VE	VE	VE			\$0.00	(\$3,300.00)	
									Total Potential Costs	\$1,744,010.00	(\$1,155,994.00)	

**SECTION 00 52 43****AGREEMENT – GUARANTEED MAXIMUM PRICE**

THIS AGREEMENT is dated as of the \_\_\_\_\_ day of \_\_\_\_\_  
in the year 20\_\_\_\_ by and between the

TOWN OF JOHNSTOWN, COLORADO, a Colorado home rule municipal corporation,  
(hereinafter called TOWN) and

CONNELL RESOURCES, INC., a Colorado Corporation  
(hereinafter called CONTRACTOR)

TOWN and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

**ARTICLE 1. WORK**

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

**NORTH SEWER EXPANSION - PHASE 1****ARTICLE 2. ENGINEER**

The project has been designed by IMEG Corporation, a Delaware corporation ("IMEG"), who is hereinafter called "ENGINEER" and who will assume all duties and responsibilities and have the rights and authority assigned to "ENGINEER" in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents. Notwithstanding the foregoing, the Town, by and through the Town's Public Works Director, in its discretion, may assume certain of the duties and responsibilities of "ENGINEER" and have the rights and authority assigned to "ENGINEER" in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

**ARTICLE 3. CONTRACT TIME**

3.1 The Work shall meet Substantial Completion no later than December 31 2023 and shall be finally completed and ready for final payment by March 31, 2024.

3.2 Liquidated Damages: TOWN and CONTRACTOR recognize that time is of the essence of this Agreement and that TOWN will suffer financial loss if the Work is not substantially complete within the time specified in Paragraph 3.1 above plus any extensions thereof allowed in accordance with Article 11 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by TOWN if the Work is not completed on time. Accordingly, instead of requiring any such proof, TOWN and CONTRACTOR agree that, as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay TOWN Five Hundred Dollars (\$500.00) for each day that expires after the time specified in Paragraph 3.1 above for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the time specified in Paragraph 3.1 plus any proper extension thereof granted by TOWN, CONTRACTOR shall pay TOWN Five Hundred dollars (\$500) for each day that expires after the time specified in Paragraph 3.1 above for final completion and readiness for final payment.

#### ARTICLE 4. CONTRACT PRICE

TOWN shall pay CONTRACTOR for completion of the Work in current funds in accordance with the Contract Documents.

For all Work, at the prices stated in CONTRACTOR's Bid, attached hereto as an exhibit, for a Guaranteed Maximum Price of:

Twenty-Nine Million Seven Hundred Twenty-Five Thousand, Six Hundred Fifty Dollars and Twenty-Five Cents (\$29,725,650.25)

#### ARTICLE 5. PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for payment will be processed by TOWN as provided in the General Conditions and Supplementary Conditions.

- 5.1 Progress Payments. TOWN shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER. All progress payments will be on the basis of the progress of the Work measured by the schedule of values established in paragraph 2.05 of the General Conditions (and in case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Conditions.
  - 5.1.1 Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER shall determine, or TOWN may withhold, in accordance with Paragraphs 15.01.C.5 and 15.01.C.6 of the General Conditions:
    - a. 95% of Cost of Work completed (with the balance being retainage).
    - b. 95% of the cost of materials and equipment not incorporated in the Work, but delivered, suitably stored and accompanied by documentation satisfactory to TOWN as provided in Paragraph 15.01.B.1 of the General Conditions (with the balance being retainage).
- 5.2 Final Payment. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, TOWN shall pay the retainage described above and the remainder of the Contract Price as recommended by ENGINEER as provided in said Paragraph 15.06, as amended by the Supplementary Conditions, and in accordance with the Colorado Public Works Act, § 38-26-101, *et seq.*, C.R.S.

#### ARTICLE 6. INTEREST

All moneys not paid when due hereunder as provided in Article 15 of the General Conditions shall bear interest at the maximum rate of two percent (2%) per year.

#### ARTICLE 7. CONTRACTOR'S REPRESENTATIONS

In order to induce TOWN to enter into this Agreement, CONTRACTOR makes the following representations:

- 7.1 CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and with all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance, or furnishing of the Work.
- 7.2 CONTRACTOR has studied carefully all reports of explorations and test of subsurface conditions and drawings of physical conditions which are identified in the Supplementary Conditions as provided in Paragraph 5.03 of the General Conditions, if any, and accepts the determination set forth in Paragraph SC-5.03 of the Supplementary Conditions of the extent of the technical data contained in such reports and drawings upon which CONTRACTOR is entitled to reply.
- 7.3 CONTRACTOR has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports, and studies (in addition to or to supplement those referred to in Paragraph 7.2 above) which pertain to the subsurface or physical conditions at or contiguous to the site or otherwise may affect the cost, progress, performance or furnishing of the Work as CONTRACTOR considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Paragraph 5.03 of the General Conditions; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by CONTRACTOR for such purposes.
- 7.4 CONTRACTOR has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for accurately locating said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or will be required by CONTRACTOR in order to perform and furnish the Work at the Contract Price within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Paragraph 5.04 of the General Conditions.
- 7.5 CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.
- 7.6 CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

#### ARTICLE 8. CONTRACT DOCUMENTS

The Contract Documents, which comprise the entire agreement between TOWN and CONTRACTOR concerning the Work, consist of the following:

- 8.1 This Agreement (Pages 00 52 43 – 1 to 00 52 43 - 9, inclusive).
- 8.2 [omitted]
- 8.3 Performance Bond, Payment Bond (a/k/a Labor and Material Bond)
- 8.4 Notice of Award.

- 8.5 Notice to Proceed.
- 8.6 General Conditions (Pages 1 to 65, inclusive) being the Standard EJCDC General Conditions of the Construction Contract (2013 Edition).
- 8.7 Supplementary Conditions (Pages 1-1-22\_\_\_\_, inclusive).
- 8.8 Drawings and Specifications bearing the title: North Sewer Expansion - Phase 1, 90% GMP Set, dated March 25 2022.

#### **NORTH SEWER EXPANSION - PHASE 1 (MARCH 2022)**

- 8.9 [omitted]
- 8.10 CONTRACTOR's GMP Bid, dated April 18 2022 (attached)
- 8.11 [omitted]
- 8.12 The following which may be delivered or issued after the Effective Date of the Agreement: All written amendments and other documents amending, modifying, or supplementing of the Contract Documents pursuant to Paragraph 11.01 of the General Conditions.

The documents listed in this Article 8 are attached to this Agreement (except as expressly noted otherwise above and except for those listed in Paragraph 8.12).

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be amended, modified or supplemented as provided in Paragraph 11.01 of the General Conditions.

In case of discrepancy, the order of precedence of the following Contract Documents is as follows (i.e., the document with the lower numerical value shall govern over the documents with a higher value):

1. Change Orders
2. Agreement
3. Drawings – North Sewer Expansion - Phase 1, 90% GMP Set, dated March,25 2022.
4. Supplementary Conditions
5. Specifications
6. General Conditions
7. Geotechnical Report titled, Proposed Wastewater System Interceptor North Alignment Overall by IMEG Corp dated August 25 2021.

#### **ARTICLE 9. COMPLIANCE WITH LAWS AND IMMIGRATION STATUS OBLIGATIONS.**

- 9.1 CONTRACTOR shall give all notices and comply with all Laws and Regulations applicable to furnishing and performance of the Work, including, without limitation, any preference for Colorado Labor as may be required pursuant to Article 17, of Title 8 of the Colorado Revised Statutes (the "Keep Jobs in Colorado Act"). Except where otherwise expressly required by applicable Laws and Regulations, neither TOWN nor ENGINEER shall be responsible for monitoring CONTRACTOR's compliance with any Laws or Regulations.

- 9.2 CONTRACTOR certifies, through signature of its authorized representative executing this Agreement, that it does not knowingly employ or contract with a worker without authorization who will perform work under the public contract for services and that the CONTRACTOR will participate in the United States Government's E-Verify Program or the State of Colorado Department of Labor and Employment Program ("Department Program") in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services.
- 9.3 CONTRACTOR shall not:
- 1) Knowingly employ or contract with a worker without authorization to perform work under this Agreement; or
  - 2) Enter into a contract with a subcontractor that fails to certify to the CONTRACTOR that the subcontractor shall not knowingly employ or contract with a worker without authorization to perform work under the public contract for services.
- 9.4 CONTRACTOR shall affirm as required by C.R.S. § 8-17.5-102 (c) (II) the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services through participation in either the E-Verify Program or the Department Program.
- 9.5 CONTRACTOR is prohibited from using the E-Verify Program or Department Program procedures to undertake pre-employment screening of job applicants while the public contract for services is being performed.
- 9.6 If CONTRACTOR obtains actual knowledge that a subcontractor performing work under the public contract for services knowingly employs or contracts with a worker without authorization, CONTRACTOR shall be required to:
- 1) Notify the subcontractor and the TOWN within three days that the CONTRACTOR has actual knowledge that the subcontractor is employing or contracting with a worker without authorization; and
  - 2) Terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to sub-subparagraph 9.2 2) required the subcontractor does not stop employing or contracting with the worker without authorization; except that the CONTRACTOR shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with a worker without authorization.
- 9.7 CONTRACTOR shall comply with all rules and regulations and any reasonable request by the State Department of Labor and Employment made in the course of the Department's performance of its lawful duties pursuant to C.R.S. 8-17.5-101 et seq., as amended from time to time.
- 9.8 If CONTRACTOR violates any of the provisions set forth in this section, the TOWN may terminate the Agreement and CONTRACTOR shall be liable for all actual and consequential damages incurred by the TOWN.



## ARTICLE 10. MISCELLANEOUS

- 10.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions shall have the meanings indicated in the General Conditions.
- 10.2 Reference to the General Conditions shall include modifications thereof by the Supplementary Conditions.
- 10.3 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge that assignor from any duty or responsibility under the Contract Documents.
- 10.4 Except for the intended beneficiaries of the Labor and Material Payment Bond executed in conjunction with the Contract, nothing in the Contract shall be construed to give any rights or benefits by virtue of the Contract to anyone other than TOWN and CONTRACTOR, and all duties and responsibilities undertaken pursuant to the Contract will be for sale and exclusive benefit of TOWN and CONTRACTOR and not for the benefit of any other party.
- 10.5 TOWN and CONTRACTOR each binds itself, its successors, assigns and legal representatives to the other party hereto, its successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.
- 10.6 Any provision or part of the Contract Documents held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon TOWN and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- 10.7 The TOWN and CONTRACTOR acknowledge and agree that the payments hereunder shall constitute current expenditures of the TOWN payable in the fiscal years for which funds are appropriated for the payment thereof. The TOWN's obligations under the Contract shall be from year to year only and shall not constitute a multiple-fiscal year direct or indirect debt or other financial obligation of the TOWN, or an obligation of the TOWN payable in any fiscal year beyond the fiscal year for which funds are appropriated for the payment thereof, or payable from any funds of the TOWN other than funds appropriated for the payment of current expenditures. No provision of the Contract shall be construed to pledge or to create a lien on any class or source of TOWN monies, assets or properties.
- 10.8 To the extent this Contract may be construed to be a "sole source contract" within the meaning of sections 15 through 17 of Article XXVIII of the Colorado Constitution, and to the extent these constitutional provisions have not been enjoined or invalidated by a court of competent jurisdiction, the requirements and limitations of these constitutional provisions are hereby incorporated in this Contract, including the following:

Because of a presumption of impropriety between contributions to any campaign and sole source government contracts, contract holders shall contractually agree, for the duration of the contract and for two years thereafter, to cease making, causing to be made, or inducing by any means, a contribution, directly or indirectly, on behalf of the contract holder or on behalf of his or her immediate family member and for the benefit of any political party or for the benefit of any candidate for any elected office of the state or any of its political subdivisions.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement in triplicate. One counterpart each has been delivered to TOWN, CONTRACTOR, and ENGINEER. All portions of the Contract Documents have been signed or identified by TOWN and CONTRACTOR or by ENGINEER on their behalf.

This Agreement will be effective on \_\_\_\_\_, 20\_\_\_\_.

TOWN:  
TOWN OF JOHNSTOWN, COLORADO

CONTRACTOR:  
CONNELL RESOURCES, INC.

By: Matt LeCerf, Town Manager

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

Printed Name: John M Warren

Title: President

Attest:

Town Clerk

CONTRACTOR NOTARY BLOCK:

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

SUBSCRIBED AND SWORN to before me this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_, by \_\_\_\_\_ as the \_\_\_\_\_ of Connell  
Resources, Inc.

WITNESS my hand and official seal.

My commission expires:\_\_\_\_\_

---

Notary Public

Address For Giving Notices:

TOWN:  
TOWN of JOHNSTOWN  
450 S. Parish Avenue  
JOHNSTOWN, CO 80534  
Att'n: Ellen Hilbig

CONTRACTOR:  
Connell Resources, Inc.  
7785 Highland Meadows Pkwy. Suite 100  
Fort Collins, CO 80528  
Attn: Bill Anderson



# Town of Johnstown

## TOWN COUNCIL AGENDA COMMUNICATIONS

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**AGENDA DATE:** May 16, 2022

**SUBJECT:** Economic Incentive Agreement Regarding Uncle Benny's Building Supplies, LLC

**ACTION PROPOSED:** Consider Resolution 2022-19 Approving the Economic Incentive Agreement Between the Town of Johnstown and Uncle Benny's Building Supplies, LLC

**ATTACHMENTS:**

1. Economic Incentive Agreement Between the Town of Johnstown and Uncle Benny's Building Supplies, LLC
2. Resolution 2022-19

**PRESENTED BY:** Sarah Crosthwaite, Economic Development Manager

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### AGENDA ITEM DESCRIPTION:

Uncle Benny's is a retail store specializing in building supplies and materials that includes new and used items such as doors, electrical, hardware, cabinets, landscaping, windows, flooring, trim, lumber, and plumbing parts. They have purchased or will purchase approximately 5.03 acres of property located within the Town on the east side of I-25 at or near Marketplace Drive for the development of their store. Please note additional acreage will be purchased that surrounds the property by varying entities within the business for continued development.

Their location in Johnstown is an expansion/relocation project from their existing site within the unincorporated area of Larimer County. Their new site would consist of approximately 5.03 acres of outdoor lumber yard space and a 9,600 sq. ft. indoor retail store. In order to facilitate the development of the project, the Town has offered the following incentives:

- Allowance for temporary storage and staging area-
  - The temporary storage and staging area must cease by April 5, 2023 unless an extension is requested on behalf of Uncle Benny's and approved administratively
  - The temporary storage and staging area must remain in compliance with Town codes, standards, and expectations as outlined in the incentive agreement

*The Community That Cares*

[www.TownofJohnstown.com](http://www.TownofJohnstown.com)

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

- Sales tax revenue share-
  - 1% sales tax rebate for a 10-year term for all sales tax dollars generated directly from POS at the Uncle Benny's location within Johnstown, CO
  - Sales tax revenue share will be limited to non-dedicated sales tax dollars and will become effective on July 1, 2023
  - Sales tax revenue share is exclusive to Uncle Benny's and does not include any future or current owners and/or third-party businesses in which space is shared, or auxiliary businesses

In order to meet the Town's Economic Incentive Policy, Uncle Benny's has committed to the following performance measures and expectations:

- To operate the business for a minimum of 10 years
- Construct a "makerspace" within 2 years of the effective date of the incentive agreement
- Remain in compliance with Town codes, rules, and regulations throughout the duration of the project and operation of the business

It is important to note that should Uncle Benny's fail to remain in compliance with Town codes, rules, and regulations throughout the duration of the project and operation of the business or they fail to construct the "makerspace" within 2 years of the effective date of this agreement, the sales tax rebate will cease until Uncle Benny's comes into compliance as determined by the Town.

The proposed development meets the Town's Economic Incentive Policy by providing a positive fiscal, community, and employment impact within the community. Additionally, an "Uncle Benny's Building Supplies" store meets the Town's targeted industry objectives of attracting commercial retailers. The Town has been effective in strategizing the most appropriate economic incentives available and collecting required data and due diligence to ensure a fair, judicious, and strategic use of incentives.

#### **LEGAL ADVICE:**

The Town Attorney has reviewed the Economic Incentive Agreement.

#### **FINANCIAL ADVICE:**

The Town will be committed to a sales tax revenue share of 1% for a 10-year term to be paid quarterly as defined in Section 2(a) of the agreement.

**RECOMMENDED ACTION:** Approve Resolution 2022-19 approving the Economic Incentive Agreement Between the Town of Johnstown and Uncle Benny's Building Supplies, LLC.

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**SUGGESTED MOTIONS:**

**For Approval:** I move to approve Resolution 2022-19 Approving the Economic Incentive Agreement Between the Town of Johnstown and Uncle Benny's Building Supplies, LLC.

**For Denial:** I move to deny Resolution 2022-19 regarding the Economic Incentive Agreement Between the Town of Johnstown and Uncle Benny's Building Supplies, LLC.

*Reviewed and Approved for Presentation,*

  
\_\_\_\_\_  
Town Manager

**TOWN OF JOHNSTOWN, COLORADO  
RESOLUTION NO. 2022-19**

**RESOLUTION APPROVING THE ECONOMIC INCENTIVE AGREEMENT  
BETWEEN THE TOWN OF JOHNSTOWN AND UNCLE BENNY’S BUILDING  
SUPPLIES, LLC**

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

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

**WHEREAS**, Uncle Benny’s Building Supplies, LLC (“Uncle Benny’s”), has purchased or will purchase approximately 5.03 acres of property located within the boundaries of the Town on the east side of U.S. Interstate 25 at or near Marketplace Drive; and

**WHEREAS**, Uncle Benny’s desires to construct a building supply store on such property, to be known as “Uncle Benny’s Building Supplies” (the “Project”); and

**WHEREAS**, to facilitate the development of the Project, Uncle Benny’s has requested that the Town provide certain economic incentives; and

**WHEREAS**, Colorado municipalities are entitled to encourage new and expanded retail development through inducements and incentives; and

**WHEREAS**, the Town Council finds that the Project will serve a public use and promote the health, safety, prosperity, security and general welfare of the citizens of the Town and that approval of the Economic Incentive Agreement between the Town and Uncle Benny’s is in the best interests of the Town.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF JOHNSTOWN, COLORADO, THAT** the Town Council hereby approves the Economic Incentive Agreement between the Town of Johnstown and Uncle Benny’s Building Supplies, LLC, attached hereto and incorporated herein by reference as Exhibit A.

PASSED, SIGNED, APPROVED, AND ADOPTED this 16<sup>th</sup> day of May, 2022.

**TOWN OF JOHNSTOWN**

BY: \_\_\_\_\_  
Gary Lebsack, Mayor

**ATTEST:**

\_\_\_\_\_  
Diana Seele, Town Clerk



## **ECONOMIC INCENTIVE AGREEMENT BETWEEN THE TOWN OF JOHNSTOWN AND UNCLE BENNY’S BUILDING SUPPLIES**

This Economic Incentive Agreement (“Agreement”) is made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 2022 (“Effective Date”), by and between the Town of Johnstown, a home rule municipality and political subdivision of the State of Colorado (“Town”), and Uncle Benny’s Building Supplies, LLC, a Colorado limited liability company (“Uncle Benny’s”).

### **RECITALS**

1. Uncle Benny’s owns approximately 5.03 acres of property located within the boundaries of the Town on the east side of U.S. Interstate 25 at or near Marketplace Drive, described on the map attached hereto and incorporated herein by reference as Exhibit A (“Property”).

2. Uncle Benny’s desires to construct a building supply store, known as Uncle Benny’s Building Supplies, consisting of at least 9,600 square feet of retail use on the Property (the “Project”).

3. To facilitate the development of the Project, Uncle Benny’s has requested that the Town provide certain economic incentives. As a part thereof, because construction of the Project has not commenced and will not be complete until a subsequent date, Uncle Benny’s requests authorization to construct and operate a temporary storage and staging area on a portion of the Property to allow Uncle Benny’s employees to access materials and merchandise for offsite sales to customers.

4. Colorado municipalities are entitled to encourage new and expanded retail development through inducements and incentives.

5. The Town has determined the Project will serve a public use and promote the health, safety, prosperity, security and general welfare of the citizens of the Town.

6. Based on the foregoing, including the anticipated economic benefits, the additional employment opportunities and the opportunity presented by the location of the Project in the Town, the Town desires to accommodate Uncle Benny’s request and provide economic incentives to Uncle Benny’s pursuant to the terms and conditions set forth in this Agreement.

7. The Town finds that this Agreement is in the best interests of the citizens of the Town.

### **AGREEMENT**

NOW, THEREFORE, in consideration of the terms, conditions and covenants set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Town and Uncle Benny’s agrees as follows:

1. Recitals. The Recitals are incorporated as if set forth fully herein.
2. Town's Commitments. In furtherance of the development, construction and operation of the Project, and based on Uncle Benny's commitments set forth herein, the Town agrees as follows:
  - (a) Sales Tax Rebate. To share one percent (1%) of the sales tax revenue generated and collected from sales transactions at the Project with Uncle Benny's for a period of ten (10) years commencing on July 1, 2023, and ceasing on June 30, 2033 ("Sales Tax Rebate").
    - (i) The Sales Tax Rebate shall be payable by the Town to Uncle Benny's for each fiscal quarter, consisting of the following time periods: (i) January 1 through March 31, (ii) April 1 through June 30, (iii) July 1 through September 30, and (iv) October 1 through December 31 (each, a "Fiscal Quarter"). The Town shall submit the Sales Tax Rebate to Uncle Benny's on or before the last day of the second month following the end of a Fiscal Quarter, or, stated differently, on or before May 31, August 31, November 30 and February 28 (or 29) of each calendar for each respective Fiscal Quarter.
    - (ii) The Town's agreement to provide the Sales Tax Rebate is contingent on Uncle Benny's compliance with the Town-approved Site Development Plan for the Project (not yet approved as of the Effective Date of this Agreement), the Johnstown Municipal Code ("Code") and the Town rules and regulations and Section 3 of this Agreement. If the Town, at its discretion, determines that Uncle Benny's is not in compliance with the foregoing, the Town may, upon written notice to Uncle Benny's, cease payment of the Sales Tax Rebate until Uncle Benny's comes into compliance, as determined by the Town. The cessation of payment of the Sales Tax Rebate shall not cause an incremental increase in the duration of the time-period in which Uncle Benny's is entitled to receive the Sales Tax Rebate.
  - (b) Temporary Storage and Staging Area. To permit the construction and operation of a temporary storage and staging area on the portion of the Property shown on Exhibit B, attached hereto and incorporated herein by reference ("Temporary Storage and Staging Area"), to allow Uncle Benny's employees to access materials and merchandise for offsite sales to customers, subject to the following conditions:
    - (i) Uncle Benny's shall utilize Conex trailers on crushed concrete surfaces for on-site storage of materials and merchandise;
    - (ii) The maximum height of the Temporary Storage and Staging Area shall not exceed eight (8) feet;
    - (iii) Employees shall not remain on the premise including picking up and accepting delivery of materials and merchandise from the Temporary Storage and Staging Area for a period exceeding four (4) hours in any twenty-four (24) hour period;

(iv) Customers shall not be permitted to visit the Temporary Storage and Staging Area. No point of sale shall occur at the Temporary Storage and Staging Area. All business shall be conducted off-site in the form of deliveries by Uncle Benny's employees to customers;

(v) One (1) portable restroom shall be allowed at the Temporary Storage and Staging Area;

(vi) Uncle Benny's shall cease all operations at, and all use of, the Temporary Storage and Staging Area when the Project opens for retail business to the public or by April 5, 2023, whichever occurs first. The foregoing time period may be extended, at the Town's discretion, upon request of Uncle Benny's and written approval of the Town;

(vii) Uncle Benny's shall disassemble the Temporary Storage and Staging Area, in full, within thirty (30) days of the cessation of the right to use and conduct business at the Temporary Storage and Staging Area, as provided in Paragraph 2(b)(vii) above; and

(viii) Uncle Benny's shall remain in compliance with this Agreement, the Code and the Town's rules and regulations.

(c) Construction Office Trailer. Upon approval of the Site Development Plan for the Project, Uncle Benny's may park a construction office trailer on the Property during: (i) construction of public improvements on the Property or (ii) construction on Lot 1 of the Property, as such Lot is shown on Exhibit A.

3. Uncle Benny's Commitments. In furtherance of the development, construction and operation of the Project, and based on the Town's commitments set forth herein, Uncle Benny's agrees as follows:

(a) To operate the Project for a minimum period of ten (10) years and, if it fails to do so, reimburse the Town for the Sales Tax Rebates paid;

(b) To construct a "Makerspace" within two (2) years of the Effective Date of this Agreement, providing a collaborative workspace for members of the public; and

(c) To comply with, and remain in compliance with during operation of the Project, the Town-approved Site Development Plan for the Property, the Code and the Town's rules and regulations.

4. Assignment. Uncle Benny's may not assign its rights or duties under this Agreement without receiving the prior written consent of the Town.

5. No Third-Party Beneficiaries. This Agreement, including the incentives provided herein, is not intended and shall not be deemed to confer any rights on any person or entity not named as a party hereto.

6. Notices. All notices, consents or other instruments provided for under this Agreement shall be deemed properly given when: (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 return receipt requested and received. Either party, by notice to be given, may change the address to which future notices shall be sent.

**TO UNCLE BENNY'S:**

Uncle Benny's Colorado, LLC  
Attention:

**TO TOWN:**

Town of Johnstown  
Attention: Town Manager  
450 So. Parish  
P. O. Box 609  
Johnstown, CO 80534  
Email: mlecerf@townofjohnstown.com

7. Governing Law and Venue. This Agreement and the interpretation thereof shall be governed by the laws of the State of Colorado and the Code. Venue for any claim, proceeding or action arising out of this Agreement shall be in the County of Weld, State of Colorado.

8. Dispute Resolution. In the event of default by either party hereunder, the non-defaulting party shall notify the defaulting party in writing of such default(s), specifying the nature and extent thereof. If such default is not cured within thirty (30) days and the non-defaulting party desires to seek recourse, the parties shall participate in mediation, the costs of which shall be shared equally by the parties. If mediation is not successful after ninety (90) days, either party may then commence an action and be entitled to such remedies as are provided by law.

9. 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.

10. Entire Agreement and Amendments. This Agreement constitutes the entire agreement and understanding between the parties and supersedes all prior agreements or understandings. Any amendment to this Agreement must be in writing and signed by the parties.

11. Severability. If any provision or part of this Agreement is judged to be unenforceable or invalid, to the extent practicable, such judgment shall not affect, impair or invalidate the remaining parts of this Agreement, the intention being that the various parts and provisions hereof are severable.

12. Headings. The paragraph headings herein are for the convenience and reference of the parties and are not intended to define or limit the scope or intent of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

TOWN OF JOHNSTOWN, COLORADO

By: \_\_\_\_\_  
Gary Lebsack, Mayor

Attest:

\_\_\_\_\_  
Diana Seele, Town Clerk

UNCLE BENNY'S BUILDING SUPPLIES,  
LLC

By: \_\_\_\_\_  
Benjamin R. Aste, Owner

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

The foregoing Agreement was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ 2022, by \_\_\_\_\_ as the Managing Member of Uncle Benny's Building Supplies, LLC, a Colorado limited liability company.

Witness my hand and official seal.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

**EXHIBIT A**  
Property

**EXHIBIT B**  
Temporary Storage and Staging Area



# UNCLE BENNY'S MARKETPLACE RE-SUBDIVISION

Being a Replat of  
LOT 1, MINOR RE-SUBDIVISION, BEING A REPLAT OF LOT 2 OF THE REPLAT OF LOT  
1 OF REPLAT "A" OF LOT 2, OF THE AMENDED PLAT OF GREAT COLORADO  
MARKETPLACE MINOR RE-SUBDIVISION

and  
LOT 2, MINOR RE-SUBDIVISION / LOT LINE ADJUSTMENT, REPLAT OF LOT 2, MINOR  
RE-SUBDIVISION OF REPLAT OF LOT 2 OF REPLAT OF LOT 1 OF REPLAT "A" OF LOT  
2, OF THE AMENDED PLAT OF GREAT COLORADO MARKETPLACE SUBDIVISION,  
Located in the Northwest 1/4 of Section 35, Township 5 North, Range 68 West of the 6th  
Principal Meridian, Town of Johnstown, Larimer County, Colorado

## Ownership and Dedication:

Know all men by these presents that the undersigned, being the owners, and/or lien holder of that part of the Northwest 1/4 of Section 35,  
Township 5 North, Range 68 West of the 6th Principal Meridian, Larimer County, Colorado, being more particularly described as follows:

Lot 1, Minor Re-Subdivision, being a Replat of Lot 2 of the Replat of Lot 1 of Replat "A" of Lot 2, of the Amended Plat of Great Colorado  
Marketplace Minor Re-Subdivision, County of Larimer, State of Colorado  
and  
Lot 2, Minor Re-Subdivision/Lot Line Adjustment, Replat of Lot 2, Minor Re-Subdivision of Replat of Lot 2 of Replat of Lot 1 of Replat "A" of Lot  
2, of the Amended Plat of Great Colorado Marketplace Subdivision, County of Larimer, State of Colorado.

Containing 18,450 acres (more or less) being subject to any easements or right of ways of record,  
have by these presents caused the same to be surveyed and subdivided into lots to be known as Minor Re-Subdivision, being a UNCLE  
BENNY'S MARKETPLACE RE-SUBDIVISION forever hereafter the streets as are laid out and designated on this plat and do also reserve  
perpetual easements for the installation and maintenance of utilities and for irrigation and drainage facilities as are laid out and designated on  
this plat,  
witness our hands and seals this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Owner:  
Johnson - Taylor Family Properties, LLLP

State of Colorado)  
(HS  
County of )

The foregoing dedication was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_

My commission expires \_\_\_\_\_ Notary Public

## TOWN COUNCIL:

This plat, to be known as UNCLE BENNY'S MARKETPLACE MINOR RE-SUBDIVISION, is approved and accepted by the Town of  
Johnstown, by Resolution Number: \_\_\_\_\_, passed and adopted on final reading at a regular meeting of the Town  
Council of the Town of Johnstown, Colorado held on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_

By: \_\_\_\_\_ Attest: \_\_\_\_\_  
Mayor Town Clerk

## Notes:

- Distances shown are in U.S. Survey Feet
- The total area contains 18,450 acres, more or less.
- No construction drawings have been reviewed or approved by the  
Town in regards to this subdivision. These lots will be considered  
un-buildable until such a time as construction drawings have been  
reviewed and approved by the Town for any lot proposing  
development. Said plans and development shall meet the Town  
requirements in place at such time as said development is proposed.

NOTICE: According to Colorado law you must commence any legal  
action based upon any defect in this survey within three years after you  
first discover such defect. In no event, may any action based upon any  
defect in this survey be commenced more than ten years from the date  
of the certification shown hereon.

REVISIONS			
Date	By	Description	
Date	By	Description	
Date	By	Description	

Field Date	N/A	ST	N/A
Party Chief	N/A	PM	MB
Print Date	September 10, 2023	PLS	MB

CLIENT  
Uncle Benny's Building Supplies LLC

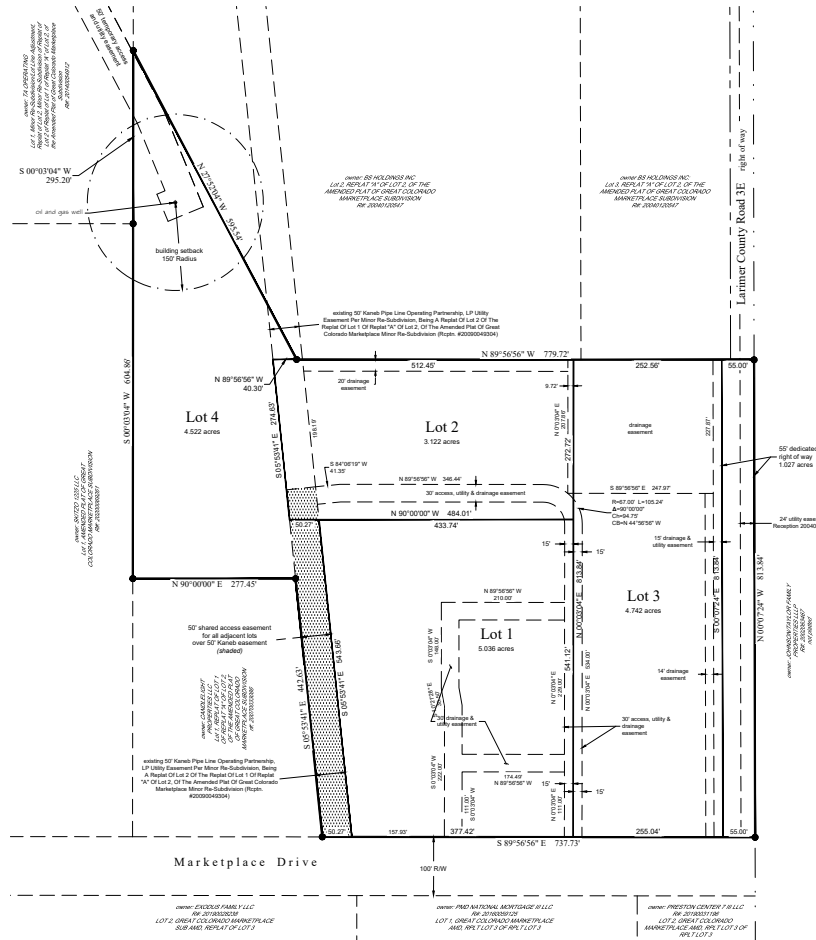
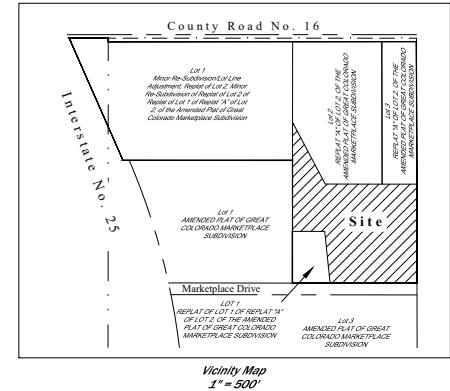
PLS Corporation  
532 West 66th Street, Loveland, Colorado 80538  
Phone: 970.669.2100 - info@plsincorporation.com

TITLE  
Final Subdivision Plat - Minor Re-Subdivision  
UNCLE BENNY'S MARKETPLACE  
Section 35, Township 5 North, Range 68 West, 6th P.M., Larimer County, Colorado

PROJECT NO.  
13046.009

SHEET NO.  
1

69



## Legend

- ▲ denotes bound 1/2" rebar with 1" plastic cap marked "L.S. 16410"
- denotes bound 1/2" rebar with 1" plastic cap marked "L.S. 32444"
- - - denotes easement
- - - denotes Lot line
- - - denotes boundary line
- - - denotes right of way line

## SURVEYOR'S STATEMENT

I, M. Bryan Short, a Colorado Registered Professional Land Surveyor, do  
hereby state that this Minor Re-Subdivision truly and correctly represents  
the results of a survey made by me or under my direct supervision.

Colorado Registered Land Surveyor #32444





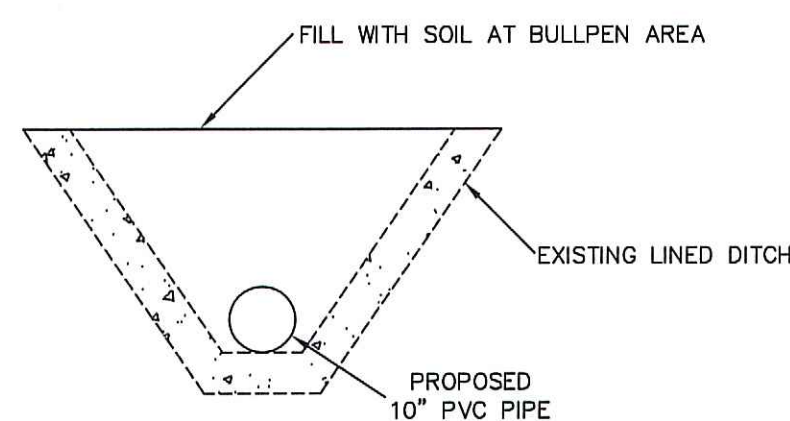
Colorado  
ACEC  
Project Director

**1 Existing:**

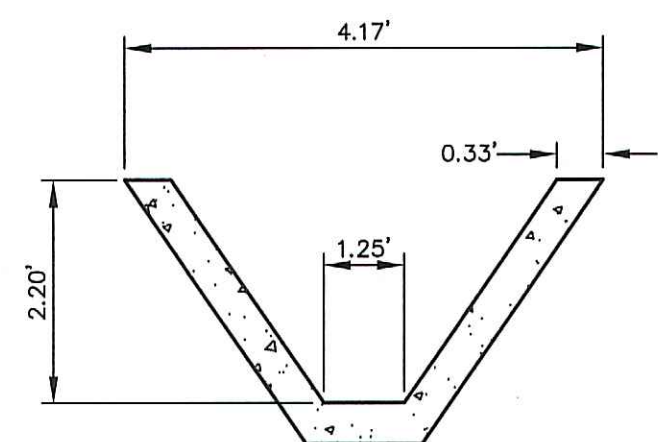
- Lined ditch

**Furnish & Install:**

- 290 LF of temporary 10" PVC placed in the bottom of the existing ditch. Fill ditch with soil at bullpen area.
- See Detail this sheet.



N.T.S.



**EXISTING LINED DITCH DETAIL**  
(FOR REFERENCE ONLY)



DISTURBED AREAS		SQ. FT.	%	AC
(18)	SUB BULLPEN AREA	36,319 S.F.	0.834	AC
	6'X40' CONTAINERS AREA	5,760 S.F.	0.132	AC
	TEMP. BULLPEN AREA	42,079 S.F.	0.966	AC
	ACCESS AREA	506 S.F.	0.012	AC
TOTAL DISTURBED AREA		42,585 S.F.	0.978	AC

NOTE: Symbols shown in this Legend  
may or may not have been used  
for the preparation of this project.

## GENERAL NOTES:

1. A geotechnical subsurface exploration report has been prepared for Uncle Benny's Marketplace Re-Subdivision by Earth Engineering Company, LLC titled "Geotechnical Subsurface Exploration Report Uncle Benny's Building Supplies - North of Marketplace Drive Approximately 1/4 Mile East of Frontage Road; Johnstown, Colorado; report dated February 24, 2022; EEC Project No. 1222010.
2. Yard layout shall provide 10' spacing between all storage areas to provide adequate fire access to the yard.

<b>REVISIONS</b>			Date	<b>MAY 2022</b>	Drawn	<b>D.M.C.</b>
Date	By	Description	Field Book		Checked	<b>B.W.S.</b>
Date	By	Description	Scale	<b>1" = 50'</b>	Approved	<b>B.W.S.</b>
Date	By	Description				

CLIENT  
UNCLE BENNY'S BUILDING SUPPLIES

**SHEAR ENGINEERING CORPORATION**  
4836 SO. COLLEGE AVE, SUITE 12, FORT COLLINS, COLORADO 80525  
PHONE: (970) 226-5334 (970) 226-4451 FAX: (970) 282-0311

TITLE BULLPEN GRADING AND EROSION CONTROL PLAN  
LOTS 1 & 2, UNCLE BENNY'S MARKETPLACE RE-SUBDIVISION  
JOHNSTOWN, COLORADO

PROJECT NO.

8184 01 21

SHEET NO.	NO. OF SHEETS
1	1





# Town of Johnstown

## TOWN COUNCIL AGENDA COMMUNICATIONS

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**AGENDA DATE:** May 16, 2022

**SUBJECT:** Equipment Procurement for the new Central Wastewater Plant

**ACTION PROPOSED:** Award Equipment Vendors for the new Central Wastewater Plant

**ATTACHMENTS:**

1. Notice of Award for Ovivo USA, LLC
2. Notice of Award for Suez WTS Systems USA, Inc
3. Notice of Award for Aerzen USA
4. Notice of Award for TrojanUV
5. Notice of Award for Fournier Inc
6. Professional Services Contract

**PRESENTED BY:** Ellen Hilbig, Utilities Director

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### AGENDA ITEM DESCRIPTION:

Enclosed for Council review and consideration is a request to issue Notice of Awards to selected vendors providing equipment for 6 different treatment processes identified for the Central Wastewater Treatment Plant (CWWTP) design.

In order to lock in prices for equipment procurement on the CWWTP design, the Town publicly bid an equipment pre-selection bid package RFP by posting to Rocky Mountain Bidnet and the Town's website starting January 14, 2022 with a bid opening date of February 17, 2022. The intent of the RFP was to obtain competitive pricing from qualified vendors for the furnishing and delivery of the equipment required for 6 different treatment processes utilized in the new CWWTP design; bid #1: screening, bid #2: grit removal, bid #3: membrane bioreactor (MBR), bid #4: blowers for the process basins, MBR, and aerated sludge holding, bid #5: UV disinfection and bid #6: solids dewatering. Since each piece of equipment is specialized, vendors submitted on bid information for the equipment provided by their respective companies.

The Town received bids from ten qualified bidders; bid #1: Huber Technology, Inc and Ovivo USA, LLC, bid #2: Smith & Loveless, Inc, bid #3: Suez WTS Systems USA, Inc, bid #4: Aerzen USA, Atlas Copco Compressors, LLC and Sulzer Pump Solutions, Inc, bid #5: TrojanUV, and bid #6: Fournier Inc and Prime Solutions. Dupont, Schwing, Fournier and Ovivo. A selection committee composed of Aqua Engineering, Ramey Environmental (Town's ORC) and Town Staff reviewed the equipment bids based on operability, capital cost, operations and maintenance costs, experience and references, local service availability, warranties, and owner's preference. The selection committee determined that the design being proposed for bid #2: Grit Removal was not in the Town's best interest from an operational standpoint and requested that Aqua Engineering update the design to address the concerns identified by operations and rebid the Grit Removal System with a goal to obtain a minimum of 3 quotes.

The vendor selection was narrowed down to the bidders listed in following table:

*The Community That Cares*

[www.TownofJohnstown.com](http://www.TownofJohnstown.com)

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

Bid	Treatment	Award	Equipment	Submittal Review	Spare Parts
Bid #1	Screening	Ovivo USA	\$ 441,451.00	\$ 85,766.00	\$ 4,685.00
Bid #2	Grit Removal	Rebid - Design Scope Change	-	-	-
Bid #3	Membrane Bioreactor	Suez WTS Systems USA	\$ 1,766,929.00	\$ 156,300.00	\$ 36,130.00
Bid #4	Blowers	Aerzen USA	\$ 540,000.00	\$ 4,000.00	\$ 6,000.00
Bid #5	UV Disinfection	TrojanUV	\$ 248,367.00	\$ 36,500.00	\$ 3,990.00
Bid #6	Solids Dewatering	Fournier Inc	\$ 766,593.00	\$ 18,962.00	\$ 8,430.00
<b>Totals</b>			<b>\$ 3,763,340.00</b>	<b>\$ 301,528.00</b>	<b>\$ 59,235.00</b>

The Notice of Award for each vendor identifies the equipment price that will be held for procurement once the construction Contract is awarded this Fall as well as identifies the Town's responsibilities as the project Owner to provide payment for submittal review and spare parts on each equipment package. The Town will utilize the Professional Services Agreement to execute the contracts between each vendor for the amounts listed under submittal review and spare parts in the table above for a total amount of \$360,763.00.

#### LEGAL ADVICE

The Town's Professional Services Agreement has been included as the contract template for execution of the terms of the RFP and Notice of Award between the Town and the selected equipment vendors.

#### FINANCIAL ADVICE:

The Town has budgeted \$680,000 for the CWWTP project in 2022 and is responsible for the costs associated with submittal reviews and spare parts for a total not to exceed of \$360,763.00. There may be a need for a budget amendment based on the CWWTP project progression in the 2022 fiscal year.

#### RECOMMENDED ACTION:

Staff recommends issuing Notice of Awards and authorize the Town Manager to execute contracts with the vendors listed in the table above for a total amount not to exceed \$360,763.00.

#### SUGGESTED MOTIONS:

**For Approval:** I move to issue Notice of Awards and authorize the Town Manager to execute contracts with the vendors listed in the table above for a total amount not to exceed \$360,763.00.

**For Denial:** I move to deny the award of the equipment selection for the CWWTP and direct Staff to re-bid the project.

*Reviewed and Approved for Presentation,*



Town Manager

*The Community That Cares*

[www.TownofJohnstown.com](http://www.TownofJohnstown.com)

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

# Notice of Award for Equipment

Date: 05/      /2022

Project: Central Wastewater Treatment Plant Expansion Project

Owner: Town of Johnstown, Colorado

Owner's Contract No.:

Contract: Screening Equipment

Engineer's Project No.: 002004.C

Bidder: Ovivo USA, LLC

Bidder's Address: 4246 Riverboat Road – Suite 300, Salt Lake City, Utah 84123-2583

You are notified that your Bid dated February 17, 2022 for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for BID ITEM #1 – Fine Screens as described and provided for in your proposal. The Contract Price listed in this Notice of Award includes all equipment, submittals, O&M manuals, freight, spare parts, and field service design requirements as detailed in the RFP documents.

The Contract Price of your Contract is: **\$441,451.00**

*and written:* Four hundred forty-one thousand four hundred fifty-one dollars and zero cents.

Per the Terms and Conditions outlined in the RFP, OWNER will provide payment as required for submittals for this equipment package in the amount of: **\$85,766.00.**

*and written:* Eighty-five thousand seven hundred sixty-six dollars and zero cents.

Per the Terms and Conditions outlined in the Request for Proposals (RFP), OWNER will provide payment as required for recommended spare parts for this equipment package in the amount of: **\$4,685.00.**

*and written:* Four thousand six hundred eighty-five dollars and zero cents

The remainder of the contract will be assigned to the installation contractor, who is scheduled to be selected Fall 2022. The Town reserves the right to award the equipment contract to other vendors. Per the requirements in the RFP, please furnish submittals with 45 days or the number of days listed in your proposal (whichever is less) of the date you receive this Notice of Award.

One (1) electronic copy of the proposed Contract Documents accompany this Notice of Award. You must comply with the following conditions precedent within [15] days of the date you receive this Notice of Award.

1. Deliver to the Owner one (1) fully executed counterparts of the Contract Documents including acknowledged copies of this Notice of Award. Upon receipt of these Contract Documents, the Owner will sign the Contract Documents and return a fully executed copy for your records along with the Notice to Proceed.

## Other Item Specific Terms:

1. Additional exceptions were noted on the EXCEPTIONS FORM and will be considered and finalized in the final form of the Agreement.

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default and annul this Notice of Award. Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

\_\_\_\_\_  
Town of Johnstown – Ellen Hilbig – Utilities Director  
Owner, Representative

\_\_\_\_\_  
Authorized Signature

Copy to AQUA Engineering

# Notice of Award for Equipment

Date: 05/ /2022

Project: Central Wastewater Treatment Plant Expansion Project

Owner: Town of Johnstown, Colorado

Owner's Contract No.:

Contract: MBR Equipment

Engineer's Project No.: 002004.C

Bidder: Suez WTS Systems USA, Inc.

Bidder's Address: 3239 Dundas Street West Oakville, Ontario L6M 4B2

You are notified that your Bid dated February 17, 2022 for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for **BID ITEM #3 – MBR Equipment** as described and provided for in your proposal. The Contract Price listed in this Notice of Award includes all equipment, submittals, O&M manuals, freight, spare parts, and field service design requirements as detailed in the RFP documents.

The Contract Price of your Contract is: **\$1,766,929.00**

**(Includes the following equipment - \$1,406,700 "Bid Item A" base bid + \$88,955 support beam adder + \$78,844 fully populated cassettes adder)**

*and written:* One million seven hundred sixty-six thousand nine hundred twenty-nine dollars and zero cents.

Per the Terms and Conditions outlined in the Request for Proposals (RFP), OWNER will provide payment as required for submittals for this equipment package in the amount of: **\$156,300.00**

*and written:* One hundred fifty-six thousand three hundred dollars and zero cents.

Per the Terms and Conditions outlined in the RFP, OWNER will provide payment as required for recommended spare parts for this equipment package in the amount of: **\$36,130.00**

*and written:* Thirty-six thousand one hundred thirty dollars and zero cents

The remainder of the contract will be assigned to the installation contractor, who is scheduled to be selected Fall 2022. The Town reserves the right to award the equipment contract to other vendors. Per the requirements in the RFP, please furnish submittals with 45 days or the number of days listed in your proposal (whichever is less) of the date you receive this Notice of Award.

One (1) electronic copy of the proposed Contract Documents accompany this Notice of Award. You must comply with the following conditions precedent within [15] days of the date you receive this Notice of Award.

1. Deliver to the Owner one (1) fully executed counterparts of the Contract Documents including acknowledged copies of this Notice of Award. Upon receipt of these Contract Documents, the Owner will sign the Contract Documents and return a fully executed copy for your records along with the Notice to Proceed.

## Other Item Specific Terms:

1. Additional exceptions were noted on the EXCEPTIONS FORM and will be considered and finalized in the final form of the Agreement.

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default and annul this Notice of Award. Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

Town of Johnstown – Ellen Hilbig – Utilities Director  
Owner, Representative

Copy to AQUA Engineering

Authorized Signature

# Notice of Award for Equipment

Date: 05/ /2022

Project: Central Wastewater Treatment Plant Expansion Project

Owner: Town of Johnstown, Colorado

Owner's Contract No.:

Contract: Blower Equipment

Engineer's Project No.: 002004.C

Bidder: Aerzen USA

Bidder's Address: 108 Independence Way Coatesville, PA 19320 USA

You are notified that your Bid dated February 17, 2022 for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for BID ITEM #4 – Blower Equipment as described and provided for in your proposal. The Contract Price listed in this Notice of Award includes all equipment, submittals, O&M manuals, freight, spare parts, and field service design requirements as detailed in the RFP documents.

The Contract Price of your Contract is: **\$540,000.00**

**(Includes the following equipment - VE Option 2 – three (3) D76S Process Blowers and three (3) D76S Membrane Scour Blowers, no Solids Holding Tank Blowers)**

*and written:* Five hundred forty thousand dollars and zero cents.

Per the Terms and Conditions outlined in the Request for Proposals (RFP), OWNER will provide payment as required for submittals for this equipment package in the amount of: **\$4,000.00**

*and written:* Four thousand dollars and zero cents.

Per the Terms and Conditions outlined in the RFP, OWNER will provide payment as required for recommended spare parts for this equipment package in the amount of: **\$6,000.00**

*and written:* Six thousand dollars and zero cents

The remainder of the contract will be assigned to the installation contractor, who is scheduled to be selected Fall 2021. The Town reserves the right to award the equipment contract to other vendors. Per the requirements in the RFP, please furnish submittals with 45 days or the number of days listed in your proposal (whichever is less) of the date you receive this Notice of Award.

One (1) electronic copy of the proposed Contract Documents accompany this Notice of Award. You must comply with the following conditions precedent within [15] days of the date you receive this Notice of Award.

1. Deliver to the Owner one (1) fully executed counterparts of the Contract Documents including acknowledged copies of this Notice of Award. Upon receipt of these Contract Documents, the Owner will sign the Contract Documents and return a fully executed copy for your records along with the Notice to Proceed.

## Other Item Specific Terms:

1. Additional exceptions were noted on the EXCEPTIONS FORM and will be considered and finalized in the final form of the Agreement.

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default and annul this Notice of Award. Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

\_\_\_\_\_  
Town of Johnstown – Ellen Hilbig – Utilities Director  
Owner, Representative

\_\_\_\_\_  
Authorized Signature

Copy to AQUA Engineering

# Notice of Award for Equipment

Date: 05/ /2022

Project: Central Wastewater Treatment Plant Expansion Project

Owner: Town of Johnstown, Colorado

Owner's Contract No.:

Contract: UV Equipment

Engineer's Project No.: 002004.C

Bidder: TrojanUV

Bidder's Address: 3020 Gore Road, London, Ontario, Canada N5V 4T7

You are notified that your Bid dated February 17, 2022 for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for BID ITEM #5 – UV Equipment as described and provided for in your proposal. The Contract Price listed in this Notice of Award includes all equipment, submittals, O&M manuals, freight, spare parts, and field service design requirements as detailed in the RFP documents.

The Contract Price of your Contract is: **\$248,367.00**

*and written: Two hundred forty-eight thousand three hundred sixty-seven dollars and zero cents.*

Per the Terms and Conditions outlined in the Request for Proposals (RFP), OWNER will provide payment as required for submittals for this equipment package in the amount of: **\$36,500.00**

*and written: Thirty-six thousand five hundred dollars and zero cents.*

Per the Terms and Conditions outlined in the RFP, OWNER will provide payment as required for recommended spare parts for this equipment package in the amount of: **\$3,990.00**

*and written: Three thousand nine hundred ninety dollars and zero cents*

The remainder of the contract will be assigned to the installation contractor, who is scheduled to be selected Fall 2022. The Town reserves the right to award the equipment contract to other vendors. Per the requirements in the RFP, please furnish submittals with 45 days or the number of days listed in your proposal (whichever is less) of the date you receive this Notice of Award.

One (1) electronic copy of the proposed Contract Documents accompany this Notice of Award. You must comply with the following conditions precedent within [15] days of the date you receive this Notice of Award.

1. Deliver to the Owner one (1) fully executed counterparts of the Contract Documents including acknowledged copies of this Notice of Award. Upon receipt of these Contract Documents, the Owner will sign the Contract Documents and return a fully executed copy for your records along with the Notice to Proceed.

## Other Item Specific Terms:

1. Additional exceptions were noted on the EXCEPTIONS FORM and will be considered and finalized in the final form of the Agreement.

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default and annul this Notice of Award. Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

Town of Johnstown – Ellen Hilbig – Utilities Director  
Owner, Representative

Authorized Signature

Copy to AQUA Engineering



# Notice of Award for Equipment

Date: 05/ /2022

Project: Central Wastewater Treatment Plant Expansion Project

Owner: Town of Johnstown, Colorado

Owner's Contract No.:

Contract: Dewatering Equipment

Engineer's Project No.: 002004.C

Bidder: FOURNIER INC.

Bidder's Address: 3787 Blvd. Frontenac W, Thetford Mines Qc Canada G6H 2B5

You are notified that your Bid dated February 17, 2022 for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for BID ITEM #6 – Dewatering Equipment as described and provided for in your proposal. The Contract Price listed in this Notice of Award includes all equipment, submittals, O&M manuals, freight, spare parts, and field service design requirements as detailed in the RFP documents.

The Contract Price of your Contract is: **\$766,593.00**

**(Includes the following equipment - \$617,507 “Bid Item A” base bid + \$60,000 for 2 additional channel (12 total) + \$57,940 conveyors + \$3,754 air compressor)**

*and written:* Seven hundred sixty-six thousand five hundred ninety-three dollars and zero cents.

Per the Terms and Conditions outlined in the Request for Proposals (RFP), OWNER will provide payment as required for submittals for this equipment package in the amount of: **\$18,962.00**

*and written:* Eighteen thousand nine hundred sixty-two dollars and zero cents.

Per the Terms and Conditions outlined in the RFP, OWNER will provide payment as required for recommended spare parts for this equipment package in the amount of: **\$8,430**

*and written:* Eight thousand four hundred thirty dollars and zero cents

The remainder of the contract will be assigned to the installation contractor, who is scheduled to be selected Fall 2022. The Town reserves the right to award the equipment contract to other vendors. Per the requirements in the RFP, please furnish submittals with 60 days or the number of days listed in your proposal (whichever is less) of the date you receive this Notice of Award.

One (1) electronic copy of the proposed Contract Documents accompany this Notice of Award. You must comply with the following conditions precedent within [15] days of the date you receive this Notice of Award.

1. Deliver to the Owner one (1) fully executed counterparts of the Contract Documents including acknowledged copies of this Notice of Award. Upon receipt of these Contract Documents, the Owner will sign the Contract Documents and return a fully executed copy for your records along with the Notice to Proceed.

## Other Item Specific Terms:

1. Additional exceptions were noted on the EXCEPTIONS FORM and will be considered and finalized in the final form of the Agreement.

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default and annul this Notice of Award. Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

Town of Johnstown – Ellen Hilbig – Utilities Director  
Owner, Representative

Copy to AQUA Engineering

Authorized Signature

## TOWN OF JOHNSTOWN PROFESSIONAL SERVICES AGREEMENT

**THIS PROFESSIONAL SERVICES AGREEMENT** (the “Agreement”) is made and entered into this 4 day of November, 2021 (the “Effective Date”) by and between the Town of Johnstown, Colorado, a Colorado home-rule municipal corporation (the “Town”) and \_\_\_\_, (“Contractor”) (collectively, the “Parties”).

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

**WHEREAS**, the Parties wish to memorialize their contractual relationship.

**NOW, THEREFORE**, incorporating the foregoing Recitals herein, which are hereby acknowledged as being true and correct, and in consideration of the mutual promises, agreements, undertakings and covenants, as set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are 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 has the background, expertise and education to provide the Services. 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. Contractor shall use its own judgment and skills in determining the method, means and manner of performing this Agreement. Contractor shall be responsible for the proper performance of this Agreement in accordance with the terms hereof and any and all applicable federal, state, and municipal laws, regulations and orders.

### SECTION 2: SERVICES, TERM AND COMPENSATION

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

2.02 Term. Unless otherwise terminated in accordance with Section 5, the term of this Agreement shall be from the Effective Date through Month XX, 20XX, and shall not extend beyond that date absent the written approval of the Town.

2.03 Duties and Compensation. The Contractor’s duties and compensation shall be as set forth on Exhibit A. In the event of a conflict between the provisions in this Agreement and

Exhibit A, the provisions in this Agreement shall control. Payment for Services shall be provided to Contractor within thirty (30) days of Contractor providing a detailed invoice to the Town.

2.04 Background Check. The Town may, in its sole discretion, conduct a background check of Contractor. Contractor agrees to execute any forms necessary to facilitate the background check.

### **SECTION 3: OPERATIONS**

3.01 Expenses: Contractor shall not incur any expense or debt on behalf of the Town without the Town's prior written authorization.

3.02 Federal, State, and Municipal Laws and Regulations. Contractor agrees to abide by all applicable federal, state, and municipal laws and regulations and rules.

### **SECTION 4: INSURANCE AND INDEMNITY PROVISIONS**

4.01 Insurance. Contractor shall maintain and keep in force during the term of this Agreement one or more policies of liability insurance written by one or more responsible insurance carrier(s) authorized to do business in the State of Colorado, which will include protecting and indemnifying the Town in the following amounts:

- a) Comprehensive General Liability - \$1,000,000 combined aggregate
- b) Workers Compensation – as required by law

Contractor shall furnish to the Town appropriate certificates of coverage for such insurance. The Town shall be included as an additional insured on the contractor's liability policy. The insurance may not be canceled without at least fifteen (15) days' advance written notice to the Town. Any required deductible or co-insurance amount shall be paid by the Contractor.

4.02 Damage and Indemnity. Contractor assumes full responsibility for any and all damages caused by Contractor's exercise of its activities under by this Agreement. Contractor agrees that it will at all times protect, defend and indemnify and hold harmless the Town, its officers, agents, employees, tenants and their successors and assigns from and against all liabilities, losses, claims, demands, actions and court costs (including reasonable attorneys' fees), arising from or related to loss or damage to property or injury to or death to any persons resulting in any manner from the actions or failure 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 arising from Contractor's activities as authorized by this Agreement.

### **SECTION 5: TERMINATION**

5.01 Termination. The Town or Contractor may terminate this Agreement, with or without cause, by providing thirty (30) days prior written notice to 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, demands, or other documents required or desired to be given, made or sent to either Party under this Agreement shall be made in writing, shall be deemed effective upon receipt and shall be personally delivered or mailed postage prepaid, certified mail, return receipt requested as follows:

**TO THE TOWN:**

Town of Johnstown

Attn: Town Clerk

450 S. Parish Avenue

Johnstown, CO 80534

Email: [dseele@townofjohnstown.com](mailto:dseele@townofjohnstown.com)

**TO CONTRACTOR:**

Attn:

Company:

Address:

Email:

The addresses for notices may be changed by written notice given to the other Party in the manner provided above. Notice may also be sent via e-mail delivery and shall be effective upon confirmation of receipt of the email.

## **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 appropriated, budgeted, and otherwise made available. This Agreement shall be terminated effective January 1 of the first fiscal year for which funds are not appropriated.

8.03 Worker Without Authorization. Contractor shall comply with the statutory provisions prohibiting employment of workers without authorization, as set forth on Exhibit B,

attached hereto and incorporated herein by such reference.

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 both Parties.

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 authoritatively 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 a Party to or of any breach or default by the other Party in the performance by the other Party 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 non-defaulting Party. Failure on the part of any Party to complain of any act or failure to act or to declare any other Party in default, irrespective of how long such failure continues, shall not constitute a waiver by such Party 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., 10 C.R.S., as from time to time amended, or otherwise available to the Town, its officers, or its employees.

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 injunctive relief as set forth in Paragraph 8.11, the Parties shall submit the matter to mediation prior to commencing legal action and shall equally share the cost of the mediation.

8.11 Right to Injunction. The Parties hereto acknowledge that the services to be rendered by the Contractor under this Agreement 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 the Contractor of any of the provisions of this Agreement may cause the Town irreparable injury and damage. The 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 the Contractor.

8.12 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.

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

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

8.15 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.

8.16 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.

[Remainder of page intentionally left blank.]

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

TOWN OF JOHNSTOWN, COLORADO

ATTEST:

By: \_\_\_\_\_  
Diana Seele, Town Clerk

By: \_\_\_\_\_  
Matthew S. LeCerf, Town Manager

By: \_\_\_\_\_  
Name:  
Representative

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

SUBSCRIBED AND SWORN to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by  
\_\_\_\_\_ as the \_\_\_\_\_ of \_\_\_\_\_.

WITNESS my hand and official seal.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

## EXHIBIT A



## EXHIBIT B

### REQUIRED PROVISIONS FOR CONTRACT FOR SERVICES PROHIBITING EMPLOYMENT OF WORKERS WITHOUT AUTHORIZATION

Contractor shall not:

1. Knowingly employ or contract with a worker without authorization to perform work under this public contract for services; or
2. Enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with a worker without authorization to perform work under this public contract for services.

Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services through participation in either the e-verify program or the Department of Labor and Employment program.

Contractor is prohibited from using either the e-verify program or the Department of Labor and Employment program procedures to undertake pre-employment screening of job applicants while the public contract for services is being performed.

If Contractor obtains actual knowledge that a subcontractor performing work under the public contract for services knowingly employs or contracts with a worker without authorization, the Contractor shall be required to:

1. Notify the subcontractor and the contracting state agency or political subdivision within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with a worker without authorization; and
2. Terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to subparagraph 1 of this subparagraph the subcontractor does not stop employing or contracting with a worker without authorization; except that the Contractor shall not terminate the contract with the subcontractor if during such three days that subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with a worker without authorization.

Contractor shall comply with any reasonable request by the Department made in the course of an investigation that the Department of Labor and Employment is undertaking pursuant to the authority established in subsection (5) of Section 8-17.5-102 of the Colorado Revised Statutes.

**IF CONTRACTOR VIOLATES ANY OF THE AFOREMENTIONED REQUIREMENTS, THE TOWN MAY TERMINATE THE CONTRACT FOR BREACH OF CONTRACT. IF THIS CONTRACT IS SO TERMINATED, CONTRACTOR SHALL BE LIABLE FOR ACTUAL AND CONSEQUENTIAL DAMAGES TO THE TOWN OF JOHNSTOWN.**



# Town of Johnstown

## TOWN COUNCIL AGENDA COMMUNICATIONS

---

**AGENDA DATE:** May 16, 2022

**SUBJECT:** Multimodal Mitigation Options Fund (MMOF) Joint Submittal for Via Mobility Paratransit in Johnstown

**ACTION PROPOSED:** Consider Multimodal Mitigations Options Fund (MMOF) Joint Submittal for Via Mobility Paratransit in Johnstown

**ATTACHMENTS:**

1. Via Pilot Summary and Data
2. Via Pilot Outreach Presentation

**PRESENTED BY:** Matt LeCerf, Town Manager

---

### AGENDA ITEM DESCRIPTION:

In Fall 2021, the Northern Front Range Metropolitan Planning Organization (NRFMPO) partnered with Via Mobility Services on a pilot rural public transit service in Weld County. Communities including Johnstown were part of this pilot program. The pilot program ran for a six-month period from August 2021 – February 2022. During that time, a total of 461 trips were completed and 74 of those trips were from Johnstown residents, representing 32% of all riders during the pilot program. As part of this service, our the Johnstown Senior Center Coordinator supported the program with outreach. The senior center group mentioned how excited they were to receive the service and emphasized a desire to see this service return as it has become difficult for older adults to find transportation to destinations outside of the Town.

Currently available are Multimodal Mitigation Option Funds (MMOF) which provides a funding source for mobility transit services. The NFRMPO and Weld County are discussing and considering the merits to submitting an application that would serve the Towns of Johnstown, Milliken, Eaton, Severance, and unincorporated areas of Weld County within the NFRMPO. As part of this application, Weld County who would lead the program on our behalf, is trying to assess which entities would participate. The estimated cost for the program each year is \$228,300 annually. The participating entities would be responsible for 50% of this cost and this cost would be based on the ridership percentage from the pilot program (Johnstown represents 32%). Accordingly, the Town is being requested as part of this application, to support funding equal to \$30,062.12 each year for the two years of the application.

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The deadline for the MMOF Grant is June 3, 2022. While this is an extremely quick turnaround, Weld County feels confident they can complete the application to the NFRMPO within the required deadline. Awards are expected around October 2022 and funding may need to be appropriated in this fiscal year if the application is successful. In the second year of the program, which would be within FY 2023, funds would be proposed for appropriation in the FY 2023 budget. Staff is requesting support of this application at this time and would administratively notify Weld County of its intent to support the application financially to the NFRMPO.

Cory Schmitt, Mobility Manager and/or Hanna Johnson, Mobility Coordinator, representing the NFRMO will be in attendance to present and answer any questions you may have about the program.

**LEGAL ADVICE:**

Not Applicable.

**FINANCIAL ADVICE:**

Funds may need to be appropriated in FY 2022 for this project.

**RECOMMENDED ACTION:** Staff recommends approval supporting the application to the NFRMPO by Weld County for MMOF funding for Mobility Paratransit Service in Johnstown.

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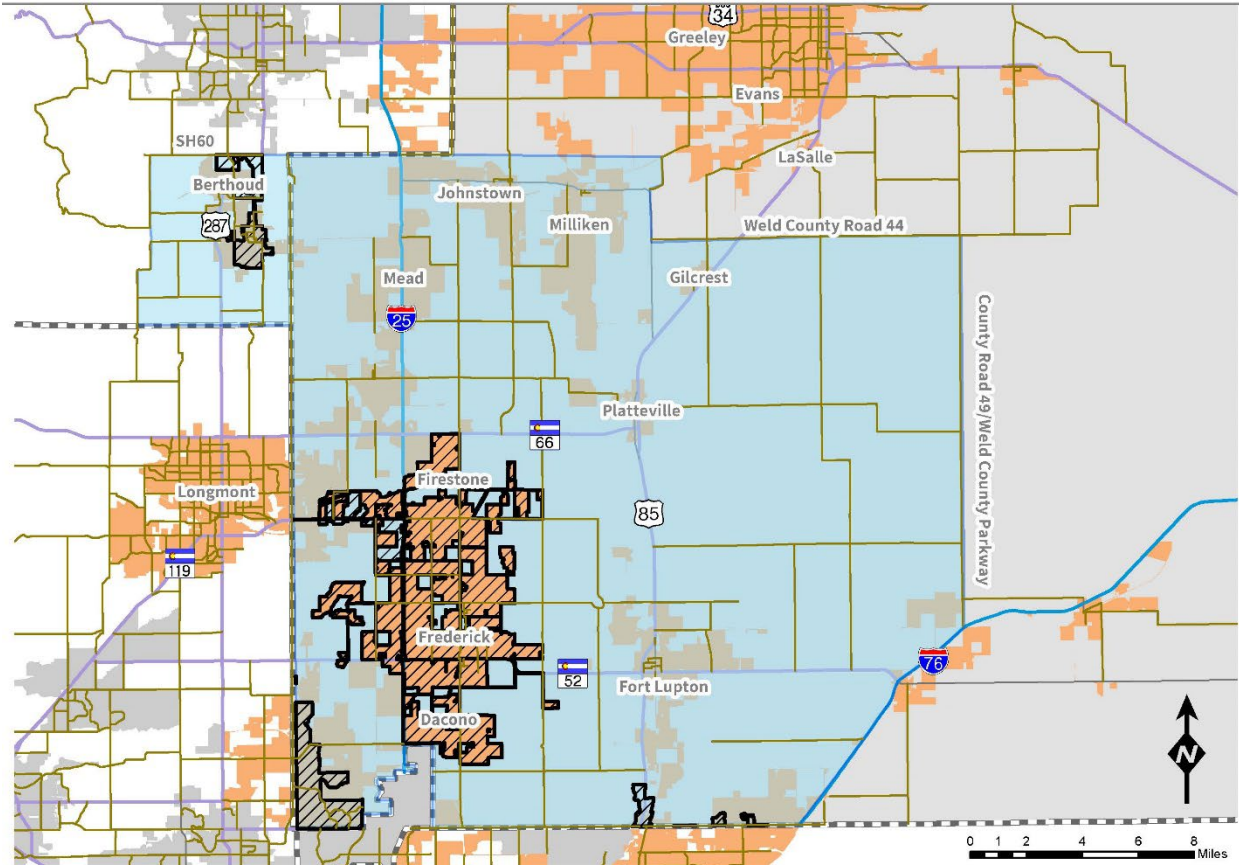
**SUGGESTED MOTIONS:**

**For Approval:** I Move We Approve Support the Multimodal Mitigations Options Fund (MMOF) Joint Submittal for Via Mobility Paratransit in Johnstown.

**For Denial:** I Move We Deny the Multimodal Mitigations Options Fund (MMOF) Joint Submittal for Via Mobility Paratransit in Johnstown.

# Rural Weld/Larimer Via Pilot Summary

## Draft Service Area of the Southern Weld and Larimer County Mobility Pilot Project



### Legend

- Drop-Offs or Return Trips Only
- Southern Weld and Larimer County Mobility Project Area
- County Boundary
- Non-Weld County Municipality
- Weld County Municipality
- Weld County

June 2021  
Sources: CDOT, NFRMPO, US Census Bureau



### Pilot Service Details:

- Operated August 2, 2021 – February 28, 2022
- Funded by supplemental federal COVID relief (CRRSAA) FTA \$5311 funds from Via Mobility
- Operating Hours: Weekdays 8 AM to 3:30 PM
- Service at no-cost to riders
- Served residents of all ages as long as they resided in the blue service area
- Potential destinations included:
  - o Anywhere in the service area
  - o Loveland
  - o Boulder County
  - o Brighton
  - o Greeley/Evans

**Unique Riders by Residency (as of 3/1/2022)**

Community	Registered Riders	% of Riders
Johnstown	24	32%
Platteville	11	15%
Unincorporated Weld County	10	13.5%
Fort Lupton	9	12%
Milliken	8	11%
Lochbuie	4	5.5%
Mead	3	4%
Gilcrest	2	3%
Erie	1	1.3%
Greeley	1	1.3%
Berthoud	1	1.3%
<b>Total Unique Riders</b>	<b>74</b>	<b>100%</b>

**Ridership by Month (as of 3/1/2022)**

Month	One-Way Trips
August 2021	20
September 2021	75
October 2021	99
November 2021	74
December 2021	65
January 2022	61
February 2022	46
<b>Total Ridership</b>	<b>440</b>

**Trips by Destination Type (as of 3/1/2022)**

Trip Type	One-Way Trips	% of Trips	
Medical	50	11%	188 Trips 42.5%
Dentist Eye Chiropractor Pharmacy	5	1%	
Adult Day Care	122	27.5%	
Therapy	7	1.5%	
Covid Vaccination	4	1%	
Grocery Shopping	38	8.5%	40 Trips 9%
Senior Meal	2	0.5%	
Senior Center Programs	22	5%	142 Trips 32%
Recreation	3	0.5%	
Education	117	26.5%	
Employment	14	3%	3%
Personal	56	12.5%	12.5%
<b>Total Ridership</b>	<b>440</b>		

**Other Ridership Information:**

- 70% of Registered Riders are aged 60 and over; 13.5% of riders use a wheelchair



# Via Mobility Service

Johnstown

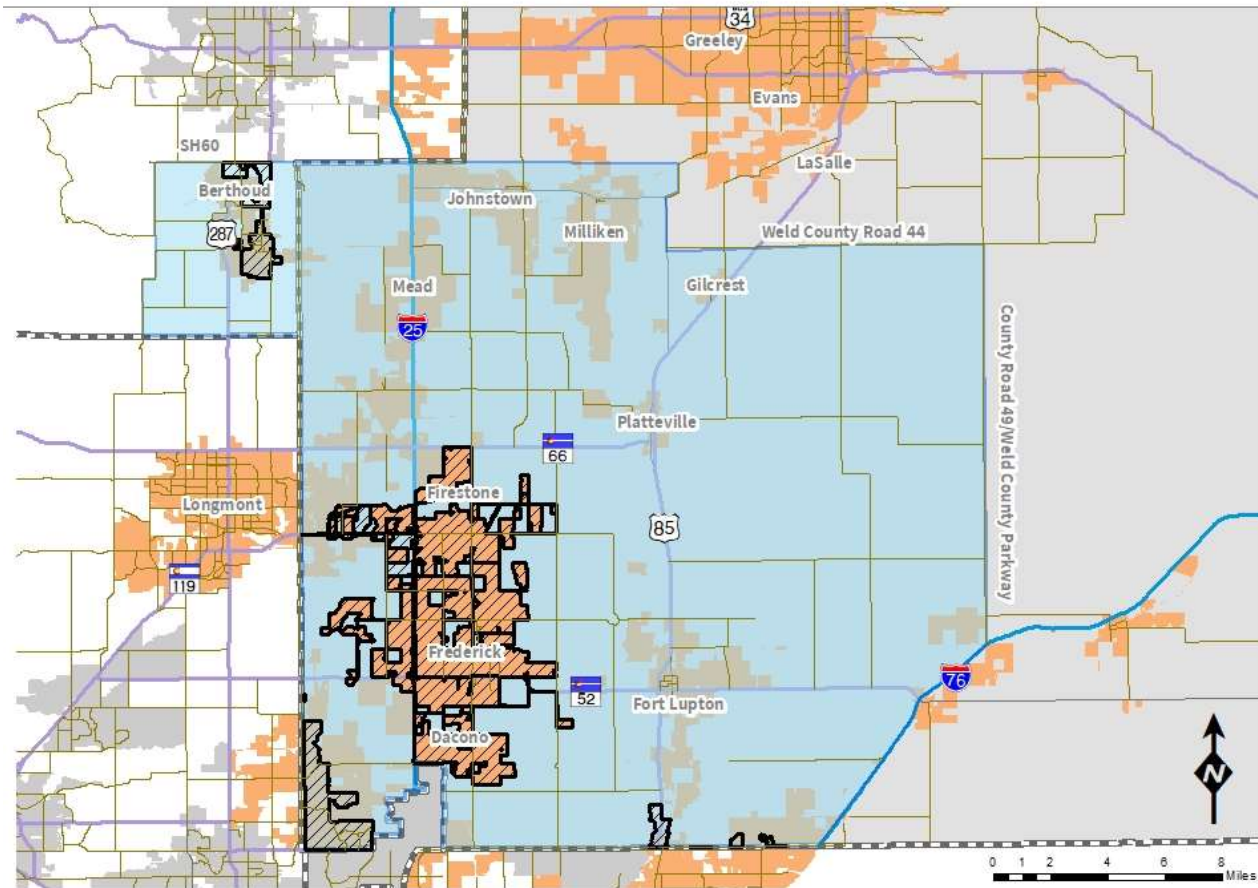


North Front Range  
Metropolitan  
Planning  
Organization



# Project Background

Draft Service Area of the Southern Weld and Larimer County Mobility Pilot Project



## Legend

- Drop-Offs or Return Trips Only
- Southern Weld and Larimer County Mobility Project Area
- County Boundary
- Non-Weld County Municipality
- Weld County Municipality
- Weld County

## • RideNoCo

- One Call/One Click Center
- Focus on improving mobility in rural portions of Larimer and Weld counties

## • Via Mobility

- Approached NFRMPO about needs in rural portions of region
- "Extra" FTA \$5311 (Rural Public Transit) funds due to COVID relief acts

## • Pilot began on August 1, 2021

# A Resounding Success

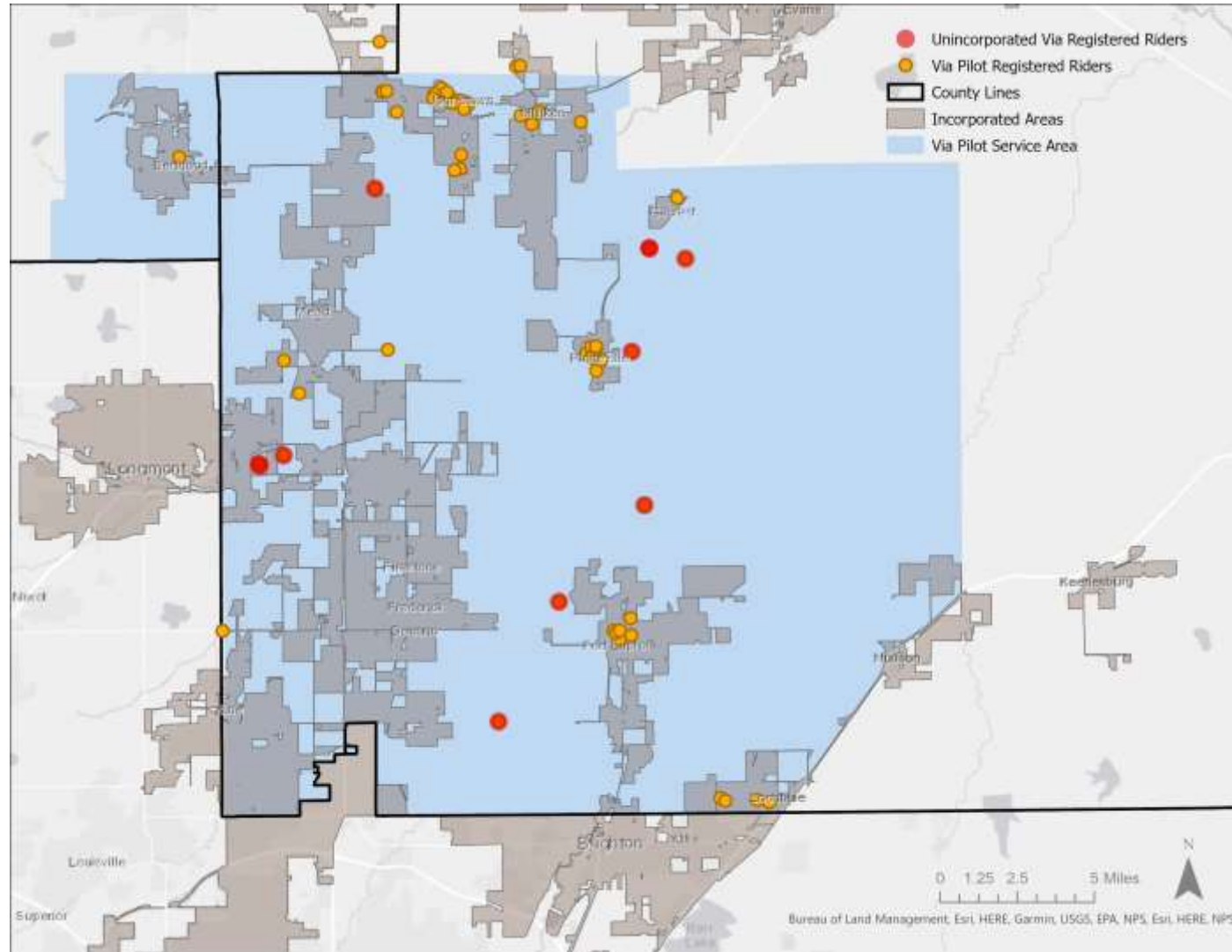
Month	One-Way Trips
August 2021	20
September 2021	75
October 2021	99
November 2021	74
December 2021	65
January 2022	61
February 2022	67
<b>Total Ridership</b>	<b>461</b>

- **70%** of riders aged 60 and older
- **13.5%** of riders use a wheelchair
- **42.5%** of trips for medical purposes

Community	Registered Riders	% of Riders
Johnstown	24	32%
Platteville	11	15%
Unincorporated Weld	10	13.5%
Fort Lupton	9	12%
Milliken	8	11%
Lochbuie	4	5.5%
Mead	3	4%
Gilcrest	2	3%
Erie	1	1.3%
Greeley	1	1.3%
Berthoud	1	1.3%
<b>Total Unique Riders</b>	<b>74</b>	<b>100%</b>



# Ridership Map



# Where we go from here

- Pilot service ended 2/28
- State Multimodal Transportation & Mitigation Options Funds (MMOF) identified as a promising funding source for at least two years of service:
  - \$228,600 annually for Via to provide 1 Bus and 1 Driver to operate 50 hours a week; \$457,200 for two years of service
  - MMOF funds require 50% local match

Community	% of Population	Local Match per year	Total Contribution (2 years)
Johnstown	26.30%	\$30,062.12	\$60,124.23
Milliken	17.19%	\$19,653.50	\$39,307.00
Severance	13.82%	\$15,801.67	\$31,603.33
Eaton	11.93%	\$13,630.50	\$27,261.00
Unincorporated Weld	30.75%	\$35,152.22	\$70,304,.43
Total	100%	\$114,300	\$228,600



**Cory Schmitt**

Mobility

Manager

[cschmitt@nfrmpo](mailto:cschmitt@nfrmpo.org)  
[.org](mailto:cschmitt@nfrmpo.org)

(970) 999-0072

**RideNoCo**

8am-5pm, M-F

[mobility@nfrmpo](mailto:mobility@nfrmpo.org)  
[.org](mailto:mobility@nfrmpo.org)

(970) 514-3636



# Town of Johnstown

## TOWN COUNCIL AGENDA COMMUNICATIONS

---

<b>AGENDA DATE:</b>	May 16, 2022
<b>SUBJECT:</b>	Contract with JWO Engineering
<b>ACTION PROPOSED:</b>	Approval of a contract with JDO Engineering in an amount not to exceed \$290,000 and approval for Town Manager to sign the final contract.
<b>ATTACHMENTS:</b>	<ol style="list-style-type: none"><li>1. Contract</li><li>2. Scope of Work</li><li>3. Site Map</li></ol>
<b>PRESENTED BY:</b>	Troy White, Public Works Director

---

### AGENDA ITEM DESCRIPTION:

With the recent private development, schools, and soon to be commercial development along Highway 60 from Parish Ave to I-25, there is a need to master plan this section of roadway. Additionally, the intersection of Highway 60 and Carlson Blvd. has recently warranted a traffic signal.

The masterplan for this section of Highway 60 will assist the Town in understanding what the short-term and long-term improvements are that need to be installed. The master plan will encapsulate all existing and planned transportation needs of the roadway and will identify rights-of-way needs to accommodate the future widening of the corridor. The plan will determine the roadway width, lane configuration, and geometric layout for the ultimate road section. Furthermore, the master plan will include the ultimate width and geometric layout for each signalized intersection along the corridor.

Through the plan, the Town will have the necessary information for what improvements are needed as development occurs. The end result will be better traffic flow along and adjacent to Highway 60 corridor.

Finally, this master plan will include the full design of the traffic signal at Carlson Blvd. and Highway 60 that was recently warranted.

Funds were not allocated for work related to the Highway 60 corridor assessment and design, but the need for addressing this corridor has never been more present and essential than now with the pending development. A budget amendment may be necessary at the end of the fiscal year based on the funds expended in FY 2022.

The Master Planning is broken up into three (3) Tasks.

#### **Task 1 - \$51,000 (2 months)**

Task One (1) will consist of data collection that will be used to prepare a feasibility study of the corridor and includes:

- Gathering of as-builts and intersection plans.
- Evaluation off existing traffic signal timing plans.

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- Digital aerial photography, property lines, and GIS layers necessary to understand project limits and future ROW needs.
- Crash Reports for the last 5 years.
- FEMA floodplain and floodway mapping.
- Future development plans and review of Comprehensive Plans.
- Evaluation of previous environmental and other corridor documents.

### **Task 2 - \$111,000 (4 Months)**

Task Two (2) will consist of conducting the system feasibility study and will include:

- Identifying design criteria.
- Traffic Study and Analysis including trip generation and corridor traffic models.
- Future traffic projects analysis for build out conditions.
- Development of functional requirements bases on Traffic Studies.
- Development of Geometric recommendations.
- Development of Concepts and design alternatives – working session with Town Council.
- Development of a preferred alternative.
- Exhibits for public outreach.

### **Task 3 - \$128,000 (4 months and will run concurrent with task 2)**

This task will consist of preliminary and final design of the traffic signal at Carlson Blvd. and Highway 60 and will include:

- Project meetings.
- Subsurface Utility Engineering (SUE).
- CDOT Coordination
- Survey
- Environmental Clearance
- Preliminary and Final Design of Intersection

### **LEGAL ADVICE:**

The Town's Standard Professional Agreement will be used. A template of that agreement is attached.

### **FINANCIAL ADVICE:**

A budget amendment may be necessary at the end of FY 2022 to accommodate this contracted expenditure.

**RECOMMENDED ACTION:** Staff recommends approval of the contract with JDO Engineering in an amount not to exceed \$290,000 and approval for Town Manager to sign final contract.

---

### **SUGGESTED MOTIONS:**

**For Approval:** I move to approve the contract with JWO Engineering in an amount not to exceed \$290,000 and approval for Town Manager to sign the final contract.

**For Denial:** I move to deny a contract with JWO Engineering in an amount not to exceed \$290,000 and approval for Town Manager to sign the final contract.

*Reviewed and Approved for Presentation,*



---

Town Manager

*The Community That Cares*

[www.TownofJohnstown.com](http://www.TownofJohnstown.com)

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

## TOWN OF JOHNSTOWN PROFESSIONAL SERVICES AGREEMENT

**THIS PROFESSIONAL SERVICES AGREEMENT** (the “Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 20\_\_ (the “Effective Date”) by and between the Town of Johnstown, Colorado, a Colorado home-rule municipal corporation (the “Town”) and JWO ENGINEERING LLC., a Limited Liability Company (“Contractor”) (collectively, the “Parties”).

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

**WHEREAS**, the Parties wish to memorialize their contractual relationship.

**NOW, THEREFORE**, incorporating the foregoing Recitals herein, which are hereby acknowledged as being true and correct, and in consideration of the mutual promises, agreements, undertakings and covenants, as set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are 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 has the background, ability and education to provide the Services. 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. Contractor shall use its own judgment and skills in determining the method, means and manner of performing this Agreement. Contractor shall be responsible for the proper performance of this Agreement in accordance with the terms hereof and any and all applicable federal, state, and municipal laws, regulations and orders.

### SECTION 2: SERVICES, TERM AND COMPENSATION

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

2.02 Term. Unless otherwise terminated in accordance with Section 5, the term of this Agreement shall be from the Effective Date through December 31, 2022 and shall not extend beyond that date absent the written approval of the Town.

2.03 Duties and Compensation. The Contractor’s duties and compensation shall be as set forth on Exhibit A. In the event of a conflict between the provisions in this Agreement and

Exhibit A, the provisions in this Agreement shall control. Payment for Services shall be provided to Contractor within thirty (30) days of Contractor providing a detailed invoice to the Town.

2.04 Background Check. The Town may, in its sole discretion, conduct a background check of Contractor, its owners and employees. Contractor agrees to execute any forms necessary to facilitate the background check.

### **SECTION 3: OPERATIONS**

3.01 Expenses: Contractor shall not incur any expense or debt on behalf of the Town beyond this agreement without the Town's prior written authorization.

3.02 Federal, State, and Municipal Laws and Regulations. Contractor agrees to abide by all applicable federal, state, and municipal laws and regulations and rules.

### **SECTION 4: INSURANCE AND INDEMNITY PROVISIONS**

4.01 Insurance. Contractor shall maintain and keep in force during the term of this Agreement one or more policies of liability insurance written by one or more responsible insurance carrier(s) authorized to do business in the State of Colorado, which will include protecting and indemnifying the Town in the following amounts:

- a) Comprehensive General Liability - \$1,000,000 combined aggregate
- b) Workers Compensation – as required by law

Contractor shall furnish to the Town appropriate certificates of coverage for such insurance. The insurance may not be canceled without at least fifteen (15) days' advance written notice 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 under by this Agreement. Contractor agrees that it will at all times protect, defend and indemnify and hold harmless the Town, its officers, agents, employees, tenants and their successors and assigns from and against all liabilities, losses, claims, demands, actions and court costs (including reasonable attorneys' fees), arising from or related to loss or damage to property or injury to or death to any persons resulting in any manner from the actions or failure 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 arising from Contractor's activities as authorized by this Agreement.

### **SECTION 5: TERMINATION**

5.01 Termination. The Town or Contractor may terminate this Agreement, with or without cause, by providing thirty (30) days prior written notice to 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, demands, or other documents required or desired to be given, made or sent to either Party under this Agreement shall be made in writing, shall be deemed effective upon receipt and shall be personally delivered or mailed postage prepaid, certified mail, return receipt requested as follows:

**TO THE TOWN:**

Town of Johnstown  
Attn: Town Clerk  
450 S. Parish Avenue  
Johnstown, CO 80534  
Email: [dseele@johnstownco.gov](mailto:dseele@johnstownco.gov)

**TO CONTRACTOR:**

JWO Engineering, L.L.C.  
Johnny Olson, P.E.  
4627 W 20th Street Road, Suite A  
Greeley, CO 80634  
Email: [johnny.olson@horrocks.com](mailto:johnny.olson@horrocks.com)

The addresses for notices may be changed by written notice given to the other Party in the manner provided above. Notice may also be sent via e-mail delivery and shall be effective upon confirmation of receipt of the email.

## **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 appropriated, budgeted, and otherwise made available. This Agreement shall be terminated effective January 1 of the first fiscal year for which funds are not appropriated.

8.03 Worker Without Authorization. Contractor shall comply with the statutory

provisions prohibiting employment of workers without authorization, as set forth on Exhibit B, attached hereto and incorporated herein by such reference.

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 both Parties.

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 authoritatively 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 a Party to or of any breach or default by the other Party in the performance by the other Party 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 non-defaulting Party. Failure on the part of any Party to complain of any act or failure to act or to declare any other Party in default, irrespective of how long such failure continues, shall not constitute a waiver by such Party 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., 10 C.R.S., as from time to time amended, or otherwise available to the Town, its officers, or its employees.

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 injunctive relief as set forth in Paragraph 8.11, the Parties shall submit the matter to mediation prior to commencing legal action and shall equally share the cost of the mediation.

8.11 Right to Injunction. The Parties hereto acknowledge that the services to be rendered by the Contractor under this Agreement 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 the Contractor of any of the provisions of this Agreement may cause the Town irreparable injury and damage. The 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 the Contractor.

8.12 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.

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

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8.15 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.

8.16 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.

[Remainder of page intentionally left blank.]

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

TOWN OF JOHNSTOWN, COLORADO

By: \_\_\_\_\_  
Matthew S. LeCerf, Town Manager

JWO ENGINEERING LLC

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

**EXHIBIT A  
SERVICES**

ATTACHED

**EXHIBIT B**  
**REQUIRED PROVISIONS FOR CONTRACT FOR SERVICES**  
**PROHIBITING EMPLOYMENT OF WORKER WITHOUT AUTHORIZATION**

Contractor shall not:

1. Knowingly employ or contract with a worker without authorization to perform work under this public contract for services; or
2. Enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with a worker without authorization to perform work under this public contract for services.

Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services through participation in either the e-verify program or the Department of Labor and Employment program.

Contractor is prohibited from using either the e-verify program or the Department of Labor and Employment program procedures to undertake pre-employment screening of job applicants while the public contract for services is being performed.

If Contractor obtains actual knowledge that a subcontractor performing work under the public contract for services knowingly employs or contracts with a worker without authorization, the Contractor shall be required to:

1. Notify the subcontractor and the contracting state agency or political subdivision within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with a worker without authorization; and
2. Terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to subparagraph 1 of this subparagraph the subcontractor does not stop employing or contracting with the worker without authorization; except that the Contractor shall not terminate the contract with the subcontractor if during such three days that subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an worker without authorization.

Contractor shall comply with any reasonable request by the Department made in the course of an investigation that the Department of Labor and Employment is undertaking pursuant to the authority established in subsection (5) of Section 8-17.5-102 of the Colorado Revised Statutes.

**IF CONTRACTOR VIOLATES ANY OF THE AFOREMENTIONED REQUIREMENTS, THE TOWN MAY TERMINATE THE CONTRACT FOR BREACH OF CONTRACT. IF THIS CONTRACT IS SO TERMINATED, CONTRACTOR SHALL BE LIABLE FOR ACTUAL AND CONSEQUENTIAL DAMAGES TO THE TOWN OF JOHNSTOWN.**

SH 60 I-25 to Johnstown Task 1  
Scope of Work

**Town of Johnstown**  
**Scope of Work**  
**SH 60 I-25 to Johnstown**  
**Task 1 – Administration & Data Gathering**

**May 4, 2022**

**INTRODUCTION**

The BENESCH Team will provide engineering services to JWO Engineering (CLIENT) for the segment of SH 60 from I-25 to Parish Avenue in the Town of Johnstown (OWNER).

The items contained within this scope of work define the required services for project administration and data gathering in preparation for a system feasibility study of SH 60. It is assumed this work will be developed and completed within a 2-month duration. The system feasibility study will be scoped in subsequent tasks.

Tasks by the BENESCH Project Team include the following:

**A. PROJECT INITIATION AND CONTINUING REQUIREMENTS**

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

1. Initial Project Meetings. The team will conduct an internal project kick-off meeting in accordance with our quality management requirements. Select team members will attend a CLIENT/OWNER meeting.
2. Project Schedule. Develop a project schedule and assign tasks that detail the project milestones and completion dates. Update this schedule as-needed and submit to CLIENT accordingly.
3. Progress Meetings. The CLIENT and BENESCH Project Team will meet biweekly virtually as required. A total of 4 progress meetings are assumed in this scope of work. These progress meetings will be used to coordinate and track the work effort and resolve problems. The meetings will review the following:
  - a. Activities required to be completed since the last meeting
  - b. Problems encountered and effectiveness of previous meeting
  - c. Late activities
  - d. Activities required to be completed by the next meeting
  - e. Solutions proposed for unresolved and anticipated issues
  - f. Information or items required from other agencies

SH 60 I-25 to Johnstown Task 1  
Scope of Work

- g. Project meeting minutes shall be completed and provided to the CLEINT within one week of the actual meeting.
4. Project Management. BENESCH will coordinate the work tasks being accomplished by the entire BENESCH Project Team to ensure project work completion stages are on schedule. Project staffing and assigning of tasks, scheduling and invoicing are included within this task.

**B. DATA COLLECTION**

1. Data Collection and Document Review. BENESCH will gather, compile, organize and review the following information:
  - a. As-built roadway and intersection plans, as available from the OWNER and CDOT.
  - b. Traffic signal timing plans (to be supplied by OWNER and/or CDOT).
  - c. Structure data and reports.
  - d. Digital aerial photography, property lines and GIS layers (to be obtained from OWNER, Weld County or other public sources).
  - e. Crash reports - last 5 years (to be supplied by OWNER and/or CDOT).
  - f. FEMA floodplain and floodway mapping.
  - g. Future development plans and comprehensive plans (to be supplied by the OWNER).
  - h. Previous environmental and corridor documents (to be supplied by CLIENT).
2. BENESCH will conduct intersection turning movement traffic counts. All Traffic Data will collect and supply count reports at the following intersections:
  - SH 60 & High Plains Blvd
  - SH 60 & Carlson Blvd
  - SH 60 & Colorado Blvd
  - SH 60 & Meadow Lark Dr/Zack Pl
  - SH 60 & Rolling Hills Ranch Dr
  - SH 60 & Telep Ave
  - SH 60 & Greeley Ave
  - SH 60 & County Acres Dr/Estes Ave
  - SH 60 & Johnstown Center Dr/Raymond Ave
  - SH 60 & Rutherford Ave



SH 60 I-25 to Johnstown Task 1  
Scope of Work

- SH 60 & Parish Ave
  - Johnstown Center Dr & Parish Ave
3. Project Site Review. BENESCH will conduct an on-site review of the project corridor, roadways, features, utilities and traffic patterns for the study area.

**C. EXCLUSIONS**

*The following are not included in this scope and their inclusion is subject to a change in scope, schedule and/or fee: Public meetings, Value Engineering workshops/studies, environmental studies and reports, geotechnical investigations, pavement design, topographic survey, right-of-way plans, utility coordination/design, drainage design, roadway design, structural design, and permit applications. These will be included in subsequent task orders.*

**END OF SCOPE OF WORK**

SH 60 System Feasibility Study  
Scope of Work

**Town of Johnstown**  
**Scope of Work**  
**Task 2 – SH 60 System Feasibility Study**

**May 4, 2022**

**INTRODUCTION**

The BENESCH Team will provide engineering services to JWO Engineering (CLIENT) for a system feasibility on SH 60 from I-25 to Parish Avenue in the Town of Johnstown (OWNER).

The items contained within this scope of work define the required services for the system feasibility study. It is assumed this work will be developed and completed within a 4-month duration.

Tasks by the BENESCH Project Team include the following:

**A. PROJECT INITIATION AND CONTINUING REQUIREMENTS**

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

1. Initial Project Meetings. The team will conduct an internal project kick-off meeting in accordance with our quality management requirements. Select team members will attend a CLIENT/OWNER meeting.
2. Project Schedule. Develop a project schedule and assign tasks that detail the project milestones and completion dates. Update this schedule as-needed and submit to CLIENT accordingly.
3. Progress Meetings. The CLIENT and BENESCH Project Team will meet biweekly virtually as required. A total of 8 progress meetings are assumed in this scope of work. These progress meetings will be used to coordinate and track the work effort and resolve problems. The meetings will review the following:
  - a. Activities required to be completed since the last meeting
  - b. Problems encountered and effectiveness of previous meeting
  - c. Late activities
  - d. Activities required to be completed by the next meeting
  - e. Solutions proposed for unresolved and anticipated issues
  - f. Information or items required from other agencies
  - g. Project meeting minutes shall be completed and provided to the CLIENT within one week of the actual meeting.

SH 60 System Feasibility Study  
Scope of Work

4. Project Management. BENESCH will coordinate the work tasks being accomplished by the entire BENESCH Project Team to ensure project work completion stages are on schedule. Project staffing and assigning of tasks, scheduling and invoicing are included within this task.

**B. SYSTEM FEASIBILITY STUDY**

1. Data Review. Review data gathered during the Task 1 Data Gathering phase and previous studies.
2. Identify Design Criteria. Review and develop design criteria, and discuss with CLIENT/OWNER to gain consensus.
3. Traffic Study and Analysis. BENESCH will develop trip generation and corridor traffic models, evaluate alternatives and prepare conceptual design recommendations for SH 60 from I-25 to Parish Avenue. This task includes coordination with CLIENT and OWNER.
  - a. Future traffic projections. Horizon year traffic volume projections for the corridor and a trip generation model will be developed based on available traffic data and provided development plans.
  - b. SYNCHRO traffic models will be prepared for the corridor for the current and long-term traffic conditions of potential alternatives.
  - c. Based on SYNCHRO results and design criteria, functional design requirements for the corridor and intersections will be developed.
  - d. Geometric recommendations will be provided to The Project Team for further design development.
4. Concept Layout of Alternatives
  - a. Review of design criteria and traffic analysis results.
  - b. Base file creation. Develop CAD files depicting existing conditions to the extent data is available, including aerial imagery, property lines (GIS-based), utilities (visual based) and floodplains.
  - c. Development of conceptual geometric alignment alternatives. These alternatives will include horizontal layout of corridor options including widening, turn lanes, sidewalks and medians. It is assumed up to 2 corridor cross section alternatives will be developed and 2 alternatives at each major intersection will be developed. A separate cross section alternative will be developed for the segment from Telep Avenue to Parish Avenue. The alternatives will be developed on available aerial imagery.
  - d. Create exhibits of the developed alternatives.
  - e. A summary of alternatives and associated pros/cons/impacts will be created.

SH 60 System Feasibility Study  
Scope of Work

5. Preferred Alternative. BENESCH will present the results of the traffic study and concept layouts to the CLIENT and OWNER staff for consideration. Based upon the feedback a recommended alternative will be selected.
6. Conceptual Design Report.
  - a. A report will be developed summarizing the traffic analysis, conceptual alternatives and recommended alternative that will be the basis for future environmental documents.
  - b. The report will be submitted to OWNER staff and, if requested, BENESCH will attend a town board meeting regarding the report.

**C. EXCLUSIONS**

*The following are not included in this scope and their inclusion is subject to a change in scope, schedule and/or fee: Public meetings, Value Engineering workshops/studies, environmental studies and reports, geotechnical investigations, pavement design, right-of-way plans, utility coordination/design, drainage design, structural design, and permit applications. These will be included in subsequent task orders.*

**END OF SCOPE OF WORK**

SH 60 & Carlson Blvd Signal Design  
Scope of Work

Town of Johnstown

Scope of Work  
Task 3 – SH 60 & Carlson Blvd Signal Design

May 4, 2022

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SH 60 & Carlson Blvd Signal Design  
Scope of Work

## **INTRODUCTION**

The BENESCH Team will provide traffic engineering services to JWO Engineering (CLIENT) for a traffic signal installation project at SH 60 and Carlson Blvd in the Town of Johnstown (OWNER).

The items contained within this scope of work define the required services for preliminary and final design for the signal. It is assumed this work will be developed and completed within a 4-month duration.

Tasks by the BENESCH Project Team include the following:

### **A. PROJECT INITIATION AND CONTINUING REQUIREMENTS**

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

1. Initial Project Meetings. The team will conduct an internal project kick-off meeting in accordance with our quality management requirements. Select team members will attend a CLIENT/OWNER meeting.
2. Project Schedule. Develop a project schedule and assign tasks that detail the project milestones and completion dates. Update this schedule as-needed and submit to CLIENT accordingly.
3. Progress Meetings. The CLIENT and BENESCH Project Team will meet biweekly virtually as required. A total of 8 progress meetings are assumed in this scope of work. These progress meetings will be used to coordinate and track the work effort and resolve problems. The meetings will review the following:
  - a. Activities required to be completed since the last meeting
  - b. Problems encountered and effectiveness of previous meeting
  - c. Late activities
  - d. Activities required to be completed by the next meeting
  - e. Solutions proposed for unresolved and anticipated issues
  - f. Information or items required from other agencies
  - g. Project meeting minutes shall be completed and provided to the CLIENT within one week of the actual meeting.
4. Project Management. BENESCH will coordinate the work tasks being accomplished by the entire BENESCH Project Team to ensure project work completion stages are on schedule. Project staffing and assigning of tasks, scheduling and invoicing are

SH 60 & Carlson Blvd Signal Design  
Scope of Work

included within this task.

## **B. PRELIMINARY AND FINAL DESIGN**

This task includes the preliminary and final design of the signal associated with one intersection.

Assumptions:

- Field survey provided by others, as determined by CLIENT.
- There are only minor geometric changes to the intersections, pertaining to curb ramps.
- Signals will utilize CDOT S-Standard poles and equipment.
- No traffic studies, traffic counts or turn arrow warrant studies will be conducted.
- An in-progress plan set will be submitted for informal review in lieu of an F.I.R. submittal.
- F.I.R. and F.O.R. will be a combined submittal.
- R.O.W. acquisitions are not required.
- Environmental clearances and permitting are done by others.

OpenRoads CAD software will be used in the development of the design plans, utilizing CDOT CAD formatting. As part of this design, BENESCH will perform the following activities:

1. Investigation/Coordination. This effort includes:

- a. BENESCH will meet with CLIENT and OWNER staff at the proposed traffic signal locations to review the context of the signal installations. The investigation will include photographing the existing conditions at the location, identifying potential proposed location of signal poles and identifying any potential conflicting utilities.
- b. Local Agency Coordination. BENESCH will meet with the local agencies and coordinate needs for specifications, signing and other requirements. One office meeting at the local agencies are assumed.
- c. CDOT Coordination. Since the signal will be on SH 60, it is assumed one meeting with CDOT Region 4 will be needed for coordination prior to the FOR meeting, plus providing follow-up information.

2. Subsurface Utility Engineering.

- a. UMS, Inc. will conduct a subsurface utility engineering investigation including Quality Level B mapping of the intersections and Quality Level A test holing at proposed signal pole locations. See attached scope of work dated May 4, 2022.
- b. After identifying preferred locations for new signal poles, BENESCH will check for potential utility conflicts based on SUE information and field inspection.
- c. BENESCH will determine proposed signal pole locations for test holing.
- d. BENESCH will coordinate with the OWNER for any required utility notifications or clearances. It is assumed no utility relocations will be required and utility design is not included.

SH 60 & Carlson Blvd Signal Design  
Scope of Work

3. Hydrology/Hydraulic Engineering.
  - a. Storm Water Management Plan. Initiate a Storm Water Management Plan in accordance with: Municipal Separate Storm Sewer Systems (MS4) (if applicable); CDOT's Erosion Control and Storm Water Quality Guide; CDOT's Standard Specifications; CDOT Standard Plans; OWNER requirements; and other appropriate documents. Finalize the erosion control plans and specifications and coordinate the SWMP development. It is assumed the SWMP plans will utilize the template for projects under 1 acre of disturbance.
4. Traffic Signal Design. BENESCH will develop proposed signal and signage designs based on current MUTCD requirements.
  - a. A signal design sheet will identify the proposed traffic signal installation. The signal design will include all proposed traffic signal equipment, poles, heads, vehicle detection zones, conduit and the resulting item quantities necessary to complete traffic signal installation. Other signal plan features shown will include camera detection, pedestrian signals, new controller locations (if required), emergency vehicle preemption and proposed signing.
  - b. Striping plans for crosswalks and turn lane striping will be developed.
5. Roadway Design.
  - a. Coordinate with the concurrent SH 60 System Feasibility Study to determine the ultimate SH 60 roadway section at the intersection for purposes of determining pole locations.
  - b. Develop detail sheets for minor intersection modifications assumed to be curb ramp reconstruction.
6. Construction Traffic Control Plan. Final design of a construction traffic control plan. It is assumed the TCP will utilize CDOT S-630-1 standard cases and the developed TCP plan will consist only of a temporary traffic control device tabulation and notes.
7. Plan Preparation for the Final Office Review (assumed combined F.I.R./F.O.R.):
  - a. Coordinate the Packaging of the Plans. Collect plans from all design elements and collate the plan package. Calculate plan quantities and prepare the tabulations. The Final Office Review (FOR) plans shall include the following sheets (as appropriate):
    - Title Sheet
    - Standard Plans List
    - General Notes
    - Summary of Approximate Quantities
    - Appropriate Individual Quantity Tabulations
    - Removal Plan



SH 60 & Carlson Blvd Signal Design  
Scope of Work

- Roadway Plans
  - Traffic Signal Plans
  - Striping Plans
  - Storm Water Management Plan
  - Construction Traffic Control Plan
  - Survey Control Diagram (prepared by others)
- b. In addition to the plan sheets, the Special Provisions shall be provided. This will consist of those unique Project Special Provisions which have to be written specifically for items, details and procedures not adequately covered by the OWNER's or CDOT's Standard Specifications and Standard Special Provisions. It is assumed special provisions will be required by the OWNER for special signal requirements. Also a list of the Standard Special Provisions which are applicable to the project shall be prepared. The Project Special Provisions shall be provided in the CDOT format and submitted with the project plans.
- c. Prepare the FOR cost estimate. Item numbers, descriptions, units and quantities shall be listed and submitted.
- d. Prepare CDOT Form 859 (construction schedule) and submit with the FOR plans.
- e. Submit the FOR plans and specifications electronically (PDF file) to the CLIENT/OWNER, and CDOT if needed, for a review 2 weeks prior to the FOR meeting.
8. Final Office Review.
- a. BENESCH will attend the FOR, prepare meeting minutes for approval by the CLIENT and distribute within one (1) week of the meeting.
- b. The FOR original plan sheets and the specifications shall be revised in accordance with the FOR meeting comments within 3 weeks after the FOR.
- c. Submit the final revision of the plans.
9. Construction Plan Package. The bid plan construction contract package shall consist of the revised FOR plans and will completely describe the work required to build the project including project dated special provisions and detailed quantities.
10. Record Plan Sets. BENESCH will coordinate the assembling of record plan sets for final design which shall bear the electronic seal of the responsible engineer on each sheet. An electronic sealed set shall be submitted to the OWNER. Hard copy sealing will not be done.
11. Advertisement Support. Provide the following when requested by the CLIENT/OWNER:

SH 60 & Carlson Blvd Signal Design  
Scope of Work

- a. Contractor Questions. Assist with answering bidder questions on the plans and specifications during the advertisement period.
- b. Revisions Under Ad. Provide revisions to plans and specifications when clarifications or changes are required on the advertisement package.

**C. SERVICES AFTER DESIGN**

Work associated with services after bid are not included in this scope and will be subject to a separate task order.

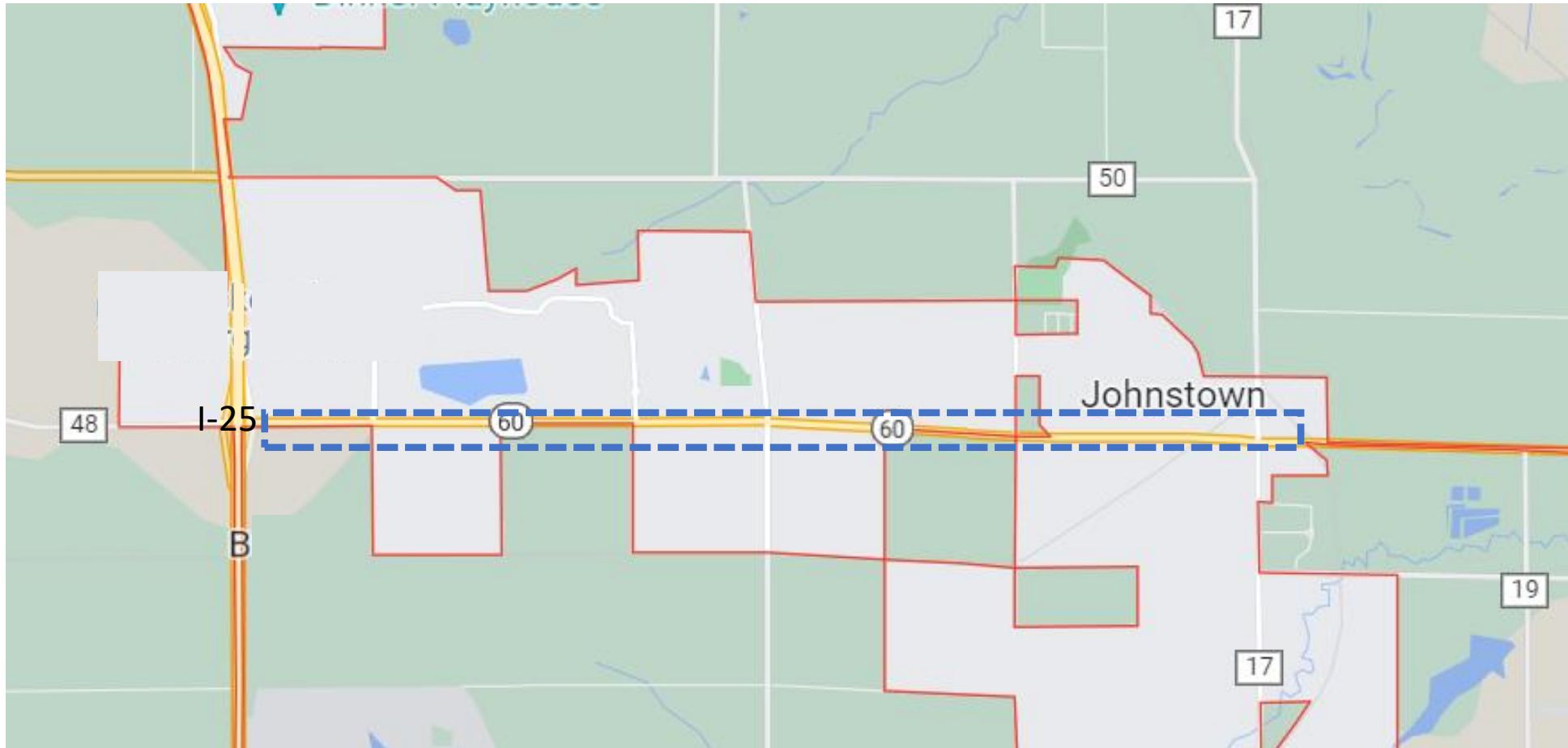
**D. EXCLUSIONS**


*The following are not included in this scope and their inclusion is subject to a change in scope, schedule and/or fee: Public meetings, Value Engineering workshops/studies, environmental studies and reports, geotechnical investigations, pavement design, right-of-way plans, utility design, drainage design, structural design, permit applications, traffic studies, traffic counts or turn arrow warrant studies, timing studies, wiring diagrams, roadway geometric design except for curb ramps, and electrical service design and applications. Traffic counts/studies are included in Task Order 2. Other items will be included in subsequent task orders as needed.*

**END OF SCOPE OF WORK**

# Site Map

Item #11.



 = Site Area



# Town of Johnstown

## Building Permit Statistics

March 2022

### Single Family Residential

Issued ytd 102

### Commercial

\*New Building Issued ytd 19

### Other Residential

(basements/alterations/additions)

Issued ytd 37

### Other Commercial

\* (tenant finish/alterations/additions)

Issued ytd 9

Fees collected at permit issuance	Residential YTD	Commercial YTD
Construction Valuation	(\$29,205,578)	(\$118,466,241)
Building permit fees	\$252,114	\$597,139
F&F or <u>F&amp;F Credit</u>	\$0	\$0
Paving	\$0	\$0
Water Upgrade	\$0	\$0
Water & Sewer Reimbursement	\$0	\$0
Raw Water Development Fee	\$496,722	\$293,322
Water Meter	\$50,490	\$10,456
Water Tap	\$558,250	\$324,916
Sewer Tap	\$544,803	\$836,370
Regional Sewer Development fees	\$551,000	\$275,500
Sewer Inspection Fee	\$102,000	\$500
Park	\$51,000	\$1,500
Use Tax	\$501,161	\$915,591
Larimer Use Tax	\$30,620	\$187,084
Open Space Impact Fee	\$122,258	\$289,560
Library Impact Fee	\$110,279	\$278,455
Public Facilities Impact Fee	\$162,521	\$385,320
Police Facilities Impact Fee	\$74,298	\$177,840
Transportation Facilities Impact Fee	\$283,927	\$673,455
Traffic Signal	\$0	\$0
School District Fee	(\$42,504)	N/A
<b>TOTAL FEES (YTD)</b>	<b>\$3,891,443</b>	<b>\$5,247,008</b>

The Community That Cares

[www.TownofJohnstown.com](http://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, 4-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	102 34.00
1997	143	11.92			
1998	175	14..58			
1999	145	12.08		TOTAL	5392
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			

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